

HIGHWAY WORK PROPOSAL

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

Proposal Number: **005**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Statewide	1009-37-01	N/A	State Wide Tree Clearing; Various Counties (Ner & Ncr)	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 1009-37-01, FY23 State Wide Tree Clearing, Various Counties (NER & NCR), Various Counties, Non Hwy, 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 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 issued 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 for 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 Schedule of Items (SOI) included in the ID/IQ contract advertisement that the contractor can anticipate being used repetitively to perform the work orders of this ID/IQ contract.

Contract Description

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

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

Estimated Quantities

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

Bid Item	Unit	Current Contract Amount	Minimum	Maximum
201.0105	STA	70 STA	50 STA	300 STA
201.0115	ACRE	18 ACRE	10 ACRE	40 ACRE
201.0120	ID	48 ID	24 ID	75 ID

See plans for additional estimated bid item quantities.

Contract Schedule

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

Anticipated first work order: October 16, 2023

Anticipated second work order: December 1, 2023

Additional work orders will not be issued after February 15, 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 notice 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 tree cutting by March 15, 2024, the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on March 16, 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 work expires prior to completing all work specified in the contract, additional liquidated damages will be affixed according to standard spec 180.11.

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

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

Coordination

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

SOURCE WISDOT			
SITE	PROJECT ID	COUNTY	HIGHWAY
1	9130-03-72	FOREST	STH 32
2	9155-05-71	LANGLADE	STH 55
3	1058-23-72	SHAWANO	STH 29
4	4150-26-71	DOOR	STH 57
5	4150-14-71	DOOR	STH 57
6	1210-18-71	BROWN	STH 172
7	6230-20-71	OUTAGAMIE	STH 54
8	6430-20-71	OUTAGAMIE	STH 76
9	1130-44-73	OUTAGAMIE	IH 41
10	6540-11-71	WINNEBAGO	STH 91
11	1225-10-72	MANITOWOC	IH 43

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

Fish Spawning

Site 1

There shall be no instream disturbance of Range Line Creek at Station 381+75 as a result of construction activity under or for this contract, from September 15 to May 15 both dates inclusive, in order to avoid adverse impacts upon the spawning of trout.

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

Site 4

There shall be no instream disturbance of Lily Bay Creek as a result of construction activity under or for this contract, from March 1 to May 31 both dates inclusive, in order to avoid adverse impacts upon the spawning of various fish species.

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

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

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

Site 5

There shall be no instream disturbance of Hidden Brook as a result of construction activity under or for this contract, from March 1 to May 1 both dates inclusive, in order to avoid adverse impacts upon the spawning of various fish species. If necessary, isolate the work area from active stream flow. Bypass the active stream flow around the work area. Treat any water excavated from the work area prior to discharging.

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.

Specifically, the contractor may seek written permission from the Department of Natural Resources one week prior to starting work if the stream bed of Hidden Brook is dry (no stream flow) and is anticipated to remain dry for the duration of work.

Protected Resource, Bald Eagle (*Haliaeetus leucocephalus*)

Site 5

Bald eagle habitat is located adjacent to the Hibbard Creek crossing (Station 734+00). No clearing or grubbing may at this crossing from January 15 to July 30 to avoid disturbing Bald Eagles.

Northern Long-eared Bat (*Myotis septentrionalis*)

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

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

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

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

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

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

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.

Freight Width Restriction

Several roadways are designated WisDOT Freight Network Routes. Maintain a width restriction no less than 16 feet at all times in each direction. Movement of OSOW freight is scheduled to occur during this construction project that will require a minimum of 16 feet of horizontal clearance.

Enter in the correct minimum width restriction in Wisconsin Lane Closure System.

ner-900-030 (20171213)

Area-Specific Traffic

Site 1

Pedestrian Access

Maintain pedestrian access on existing sidewalks at all times.

Nicolet State Trail

The Nicolet State Trail runs on the north/east side of STH 32 through the Town of Wabeno. Maintain trail traffic at all times along the trail and flag traffic as necessary.

Site 9

Contact Sgt. Clint Beck at (608) 294-8545 at least 7 days prior to beginning work to coordinate the closure of the work area.

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 Friday, November 17, 2023 to 6:00 AM Monday, November 20, 2023 for Opening Weekend of Deer Hunting Season;
- 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.

There are underground and overhead utility facilities located within the project limits. Coordinate construction activities with a call to Diggers Hotline and/or a direct call to the utilities that have facilities in the area as required per statutes.

Use caution to ensure the integrity of underground utility facilities and maintain OSHA code clearances from overhead facilities at all times.

Additional detailed information regarding the location of utility facilities is available at the region WisDOT office during normal working hours.

stp-107-066 (20080501)

SITE 1

The following utility owners have facilities within the project limits; however, facilities are not known to exist in the tree clearing areas:

Astrea - Communication Line

Workplan approvals have not been approved out by the consultant design staff for all utility entities identified.

Wisconsin Public Service Corporation – Electricity

Workplan approvals have not been approved out by the consultant design staff for all utility entities identified.

Wabeno Sanitary District No 1 – Sewer

Workplan approvals have not been approved out by the consultant design staff for all utility entities identified.

Wisconsin Public Service Corporation - Gas/Petroleum

Workplan approvals have not been approved out by the consultant design staff for all utility entities identified.

Wabeno Sanitary District No 1 – Water

Workplan approvals have not been approved out by the consultant design staff for all utility entities identified.

CenturyLink – Communication Line

Communication Line Workplan approvals have not been approved out by the consultant design staff for all utility entities identified.

SITE 2

The following utility owners have facilities within the project limits; however, facilities are not known to exist in the tree clearing areas:

- **Frontier Communications of WI LLC - Communication Line**
- **Wittenberg Telephone Company - Communication Line**
- **Wisconsin Public Service Corporation – Electricity**

SITE 3

The following utility owners have facilities within the project limits; however, facilities are not known to exist in the tree clearing areas:

Alliant Energy – Electricity

- DSR not signed, no approved plans.

Frontier Communications of WI LLC - Communication Line

- DSR not signed, no approved plans.

SITE 4

AT&T Wisconsin (Communication) maintains overhead and underground facilities along STH 57 from Station 571+00 to the north project limits. Facilities do not exist in the tree clearing areas.

Frontier (Communication) maintains overhead and underground facilities along STH 57 from Station 571+00 to the north project limits.

Frontier plans to relocate their overhead communication facilities along the west right-of-way from approximately Station 572+10 to approximately Station 576+50. Frontier plans to relocate jointly with Net Lec LLC, from the existing overhead pole located at approximately Station 572+10 LT, to a new pedestal, bore 2-2" ducts, 440' to approximately Station 576+50 LT, to a new pedestal then to the existing overhead pole at that location. Frontier plans to be a minimum of 12' in elevation below Logan Creek bottom. Overhead poles located at approximately Station 573+00 LT and 574+20 LT are to be removed.

Frontier plans to relocate their overhead and underground facilities along the east right-of-way from approximately Station 731+60 to approximately Station 735+12. Frontier plans relocate from the existing overhead pole located at approximately Station 731+60, RT, to a new pedestal, bore 2-2" ducts, 352' to approximately Station 735+12 RT, to a new pedestal then to the existing overhead pole at that location. Frontier plans to be a minimum of 12' in elevation below Hibbard Creek bottom.

Frontier plans to complete relocations prior to construction.

Net Lec LLC (Communication) maintains overhead facilities along STH 57.

Net Lec LLC plans to relocate their overhead communication facilities, which are currently on WPS poles, from approximately Station 338+00 to approximately Station 344+00. Net Lec LLC plans to relocate jointly with WPS, installing through bore, 2 new duct 1.25" with tracer wire, from approximately Station 338+00 to approximately Station 344+00, approximately 1' north of the south STH 42 right-of-way line, at an approximate depth of 12' under Geisel Creek.

Net Lec LLC plans to relocate their overhead communication facilities, which are currently on Frontier poles, along the west right-of-way from approximately Station 572+10 to approximately Station 576+50. Net Lec LLC plans to relocate jointly with Frontier, installing through bore, 2 new duct 1.25" with tracer wire, from approximately Station 572+10 to approximately Station 576+50 along the west right-of-way, maintaining a minimum of 12' in elevation below Logan Creek bottom.

Net Lec LLC plans to complete relocations prior to construction.

Sevastopol Sanitary District #1 – Sewer has facilities within the vicinity of the project; however, no adjustments are anticipated.

Spectrum Mid America, LLC (Communication) maintains aboveground and underground facilities along STH 57 throughout the entire project.

Spectrum Mid America, LLC (Spectrum) plans to relocate their underground facilities along the west right-of-way from Station 205+50 to Station 218+75. Spectrum plans to discontinue the existing fiber optic line and install a new fiber optic line 2' right of the existing right-of-way line at a depth of 4'. Spectrum will lower the fiber optic line to a depth of 12' at Station 207+77 to avoid conflict with the proposed culvert.

Spectrum plans to relocate their aboveground facilities along the south right-of-way from Station 338+50 to Station 344+25. Spectrum plans to install their facilities underground along the south right-of-way line in a trench with Wisconsin Public Service at a depth to avoid conflict with the proposed structure at Geisel Creek.

Spectrum plans to relocate their aboveground facilities along the south right-of-way from Station 571+75 to Station 575+25. Spectrum plans to install their facilities underground along the north right-of-way line in a trench with Wisconsin Public Service at a depth of 5'. Spectrum plans to cross STH 57 underground at Station 571+80 and Station 575+15. Spectrum plans to install their facilities at a depth of 8' below the Logan Creek bottom from Station 573+75 to Station 575+17 to avoid conflict with the proposed structure.

Spectrum plans to relocate their underground facilities along the south right-of-way from Station 730+25 to Station 734+50. Spectrum plans to discontinue the existing communication line and install a new communication line 1' left of the existing right-of-way at a depth of 4'. Spectrum plans to install their facilities at a depth of 14' at 733+44 to avoid conflict with the proposed structure.

Spectrum plans to complete relocations prior to construction.

Sturgeon Bay Utilities – Electricity has facilities within the vicinity of the project; however, no adjustments are anticipated.

Wisconsin Public Service Corporation (Electricity) maintains overhead and underground facilities along STH 57 within the project limits.

Wisconsin Public Service Corporation (WPS) removed the overhead lines and poles on the south side of STH 57 from approximately Station 338+00 to approximately Station 343+00. WPS installed underground electric facilities 1' north of the south right-of-way line along STH 57, at an approximate depth of 12' below the creek bottom, from approximately Station 338+00 to approximately Station 343+00.

WPS will remove the existing pole and install a new pole at approximately Station 575+25 RT, approximately 6' southeast from the existing pole location. The overhead wires crossing STH 57 at approximately Station 571+50 and approximately Station 572+25 will be removed as well as the overhead lines running between those stations along the east side of STH 57. WPS will install underground electric facilities, by boring from the new pole at approximately 575+25 RT, across STH 57, then bore south along the west right-of-way line a minimum of 35' off STH 57 centerline to a new junction at approximately Station 572+25. WPS will bore across STH 57 from the new junction at approximately Station 572+25 to the east to an existing pole.

WPS plans to complete this relocation, prior to construction, with an anticipating a start date of 10/01/2023 and requiring 30 working days to complete.

WPS removed the poles and underground facilities at approximately Station 734+10 and approximately Station 736+00. WPS also removed the overhead facilities from approximately Station 733+00 RT to Station 736+00 RT. WPS installed new poles along the edge of the east and west right-of-way line at approximately Station 733+00 RT and Station 736+25 LT, respectively. A new overhead line will be installed after the roadway construction is complete from the new poles located at approximately Station 733+00 to approximately Station 736+25 LT. WPS installed underground facilities from approximately Station 734+50 to approximately 736+25, crossing STH 57 at approximately Station 736+25.

SITE 5

Baileys Harbor Wastewater – Sanitary Sewer

Baileys Harbor Wastewater has underground facilities located in the roadway pavement for the entire length of the project.

Baileys Harbor Wastewater has an existing sanitary sewer lateral that extends southeast from a sanitary manhole at Station 828+30, 18' LT and branches into two laterals servicing two buildings on the southeast side of STH 57. Where the lateral branches off in to two, the southern lateral will be bulkheaded at the branch point and abandoned in place. The northern lateral will remain in place. A new lateral will be installed southwest of the existing manhole at Station 827+54, 18' LT with a blind connection at the existing sanitary sewer main and then extending perpendicular from the main southeast to a bend at Station 827+55, 64' RT and connecting to an existing cleanout at Station 827+66, 75' RT.

Baileys Harbor Wastewater will complete this work prior to construction.

Bertram Wireless - Communication

Bertram Wireless is permitted to perform utility work within the limits of the project.

Bertram Wireless plans on installing underground facilities along the east side of STH 57 from Station 804+30 to Station 773+00 RT and from Station 767+80 RT to beyond the south project limits and then along the west side of STH 57 from Station 804+80 LT to Station 791+90 LT and from Station 772+10 LT to Station 767+80 LT. There will be crossings of STH 57 at Stations 791+90, 772+10 & 767+80 and also a junction running from the north side of CTH F, from beyond the project limits to the west side of STH 57. The underground facilities at Station 771+54 LT will be installed 2' off the existing right-of-way.

The work is expected to be completed in summer 2023.

For more information, contact:

Utility Contact

Sarah Lawrenz
Bertram Wireless
(920) 447-9267

sarah.lawrenz@bertramcommunications.com

Permitting Authority Contact

Debbie Sassen
WisDOT NE Region
(920) 492-5988

neutilitypermits@dot.wi.gov

Frontier Communications of Wisconsin, LLC – Communication

Frontier Communications of Wisconsin, LLC has aerial facilities located throughout the project and buried facilities at the northeast quadrant of the STH 57 - Ridges Road intersection.

Frontier Communications of Wisconsin, LLC is permitted to perform utility work within the limits of the project.

Frontier Communications of Wisconsin, LLC plans on installing aerial facilities on existing power poles starting at Station 783+20 RT to Station 815+50 RT and then crossing STH 57 at an angle to Station 816+50 LT. Then continuing along the west side of the road to Station 824+20 LT and crossing STH 57 at an angle to Station 824+50 RT. Then continuing along the east side of STH 57 extending beyond the north project limits. The aerial facilities will also start beyond the west project limits along the south side of Howard Avenue extending to the east of side of STH 57.

The underground facilities consist of:

- Proposed handhole at Station 797+60 RT.
- Proposed buried fiber from Station 835+80, 60' RT to Station 837+10, 135' RT.

Frontier Communications of Wisconsin, LLC anticipates completed during 2023.

No conflicts or relocations are anticipated.

For more information, contact:

Utility Contact

Russ Ryan
Frontier Communications of Wisconsin, LLC
(920) 737-9662

russell.w.ryan@ftr.com

Permitting Authority Contact

Debbie Sassen
WisDOT NE Region
(920) 492-5988

neutilitypermits@dot.wi.gov

Nsight Teleservices – Communication

Nsight Teleservices is permitted to perform utility work within the limits of the project.

Nsight plans on installing aerial facilities consisting of 192 SMF 6M strand fiber on existing power poles along the east side of STH 57 from Station 820+04 RT to Station 766+20 RT with junctions running along the following:

- South side of CTH F, from beyond the project limits to the east side of STH 57.
- North side of Bluff Road, from beyond the project limits to the east side of STH 57.
- West side of Frogtown Road, from STH 57 to beyond the project limits.

The work is expected to be completed in fall 2023.

For more information, contact:

Utility Contact

Skeeter Mroczynski

Nsight Teleservices

(920) 637-7384

skeeter.mroczynski@nsight.com

Permitting Authority Contact

Debbie Sassen

WisDOT NE Region

(920) 492-5988

neutilitypermits@dot.wi.gov

Wisconsin Public Service Corporation – Electricity

Wisconsin Public Service Corporation has aerial facilities located throughout the project.

A minimum of 48 hours prior to beginning excavation near the power pole at Station 813+32, 35' LT, call 1 (800) 450-7260 to arrange for a pole holder.

No conflicts or relocations are anticipated.

Discontinued Utility

There is a discontinued underground utility located from Station 811+55, 24' RT to Station 813+15, 23' RT and then crosses northwest under STH 57 ending at Station 813+32, 35' LT.

SITE 6

AT&T Wisconsin (communication line) has underground facilities at the STH 54 roundabout and along Overland Road heading east on STH 172. No conflicts are anticipated.

Net Lec LLC (communication line) has underground fiber optic line and an underground copper line along the south side of STH 172. The existing fiber optic line will be abandoned in place and relocated along the south right-of-way line prior to construction. The existing copper line will remain in place and is not anticipated to be in conflict.

Oneida Nation (communication line) has underground facilities along the south side of STH 172 throughout the project limits. The existing fiber optic line will be abandoned in place and relocated along the south right-of-way line prior to construction.

Oneida Nation (sewer) has underground facilities along the north and south side of STH 172 and a lateral crossing on the east side of the culvert. Oneida sanitary proposes to relocate the 6" siphon pipes below the proposed culvert prior to construction and abandon the 2 existing 6" siphon sewer pipes located on the south side of STH 172 underneath the existing culvert. Oneida plans to abandon the 2 existing 8" sewer pipes located on the north side of STH 172 above the existing culvert, as well as the existing manhole and sanitary lateral.

Contact the region geotechnical engineer when excavating near the relocated Oneida water and sanitary facilities. At least 2 feet of ground cover is required over Oneida's sanitary facilities. Place insulation between the sanitary and water facilities and the box culvert.

Oneida Nation (water) has underground facilities along the north and south side of STH 172 throughout the project limits. Oneida water proposes to relocate the watermain under the proposed box culvert and abandon the existing watermain.

Spectrum (communication line) has underground fiber optic and coax facilities along the south side of STH 172 throughout the project limits. Spectrum proposed to relocate an existing 2" duct containing a fiber optic line and a coax line prior to construction and the existing duct will be abandoned in place. The second existing coax line will remain in place and is not anticipated to be in conflict.

Wisconsin Public Service Corporation (electricity) has overhead facilities along the north side of STH 172 throughout the project limits. No conflicts are anticipated.

Wisconsin Public Service Corporation (gas-petroleum) has underground facilities along the north side of STH 172 throughout the project limits. No conflicts are anticipated.

SITE 7

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

- **ANR Pipeline Co. (gas/petroleum transmission)**
- **ATC Management, Inc (electricity-transmission)**
- **Guardian Pipeline (gas/petroleum transmission)**
- **Northeast Tel Co LLC (communication)**
- **Oneida Tribe of Indians (communication)**
- **Oneida Tribe of Indians (water)**
- **Seymour Community School (communication)**
- **Wisconsin Public Service Corporation (electricity)**
- **Wisconsin Public Service Corporation (gas)**

The following utility owners have facilities within the project area with adjustments anticipated:

Brightspeed (communication) has existing underground and overhead communication facilities that run along STH 54 and that cross STH 54.

Brightspeed has an existing overhead telephone facilities along the north side of STH 54 from approximately Station 1186EB+30 LT to Station 1195+20 LT. The existing overhead communication line crosses STH 54 at approximately Station 1187EB+55 and 1188EB+85. Brightspeed plans to remove overhead telephone lines along the north side of STH 54 from approximately Station 1187EB+55 LT to 1196EB+75 LT along with the crossings at approximately Station 1188EB+15 and 1188EB+85.

An existing overhead telephone line runs along the east side of Ivory Street from approximately Station 33IN+35 RT to the north. Brightspeed plans to remove the overhead telephone line from power pole at approximately Station 33IN+38 RT to the power pole located at approximately Station 34IN+75 RT.

An existing underground telephone line runs along the north side of STH 54 from Station 1193EB+40 LT and runs to the east. Brightspeed plans to relocate telephone peds at approximately Station 1193EB+40 – 64' LT to Station 1193EB+42 – 77' LT. The existing underground telephone line from approximately 1194WB+00 LT to 1193EB+40 LT will be abandoned in place.

An existing underground telephone line runs under STH 54 from approximately Station 33IN+37 – 19' RT on the east side of Ivory Street to approximately Station 32IN+00 - 26' LT to the west side of Ivory Street and continues to run south on the west side of Ivory Street. Brightspeed plans to relocate this underground telephone line to the east side of Ivory Street from the power pole at approximately Station 34IN+75 RT to the telephone peds at 1193EB+42 – 77' LT below the proposed storm sewer to approximately Station 31IN+25 RT running to the south. The existing underground telephone line from 33IN+37 RT to 32IN+00 LT running south will be abandoned in place.

Brightspeed plans to begin this work in the summer of 2023 and complete it within 25 working days.

No other conflicts are anticipated along STH 54.

City of Seymour (Sewer) has existing underground sanitary sewer facilities within the project limits. Facilities do not exist in the tree clearing areas.

City of Seymour has existing sanitary manholes at approximately Station 1192EB+90 – 12' RT, 1193WB+34 – 46' LT, 1203WB+44 – 39' LT, 10NB+08 – 14' RT, 10NB+79 – 21' RT, 10NB+80 – 19' LT, and 33IN+94 – 23' RT.

The City of Seymour plans to abandon the sanitary manhole at approximately Station 10NB+08 – 14' RT and reconstruction manholes at approximately Station 1193WB+34 – 46' LT, 10NB+79 – 21' RT, and 10NB+80 – 19' LT to allow for the sanitary castings to be lowered during construction.

City of Seymour plans to begin this work in the summer of 2023 and complete it within 15 workings days.

Adjusting Sanitary Sewer Manhole Covers at Station 1193WB+34 – 46' LT, 1192EB+90 – 12' RT, 1193WB+34 – 46' LT, 10NB+79 – 21' RT, and 10NB+80 – 19' LT will be completed as part of the construction contract.

The contractor will make final grade adjustments to the sanitary manholes as part of the contract.

No other conflicts are anticipated.

City of Seymour (Water) has existing underground watermain facilities within the project limits.

The existing watermain runs along the north side of STH 54 from approximately Station 1189WB+28 to 1203WB+36 from 18' to 34' LT with crossings at 1190WB+26, along south side of STH 54 from approximately Station 1190EB+15 to 1192EB+92 from 18' to 26' RT, along the east side of STH 55 from Station 51CA+72 to 11NB+75 from 11' to 27' RT, along the west side of CTH C/Ivory Street from Station 31NB+25 to 32NB+56 from 33' to 36' LT, and along the east side of Ivory Street from Station 33NB+15 to 33NB+74 from 8' to 18' RT.

The City of Seymour plans to relocate the valve and fire hydrant located at Station 1190EB+16 – 26' RT. The relocated hydrant will be at Station 1190EB+26 – 29.5' RT. The relocated valve will be at Station 1190EB+26 – 21.5' RT. The city also plans to lower the existing 8-inch watermain at approximately Station 10NB+14 - 13' RT to be under the proposed storm sewer.

The City of Seymour plans to begin this work in the summer of 2023 and complete it within 12 working days.

Adjusting water valves will be completed as part of the construction contract.

No other conflicts are anticipated.

Net Lec LLC (communication) has existing underground and overhead communication facilities that run along STH 54 and that cross STH 54.

Net Lec has existing overhead communication facilities along the south side of STH 54 from approximately Station 1189EB+38 RT to Station 1195+15 RT on WE Energies poles. The existing overhead communication line crosses STH 54 at approximately Station 1189EB+38 and runs north on the east side of STH 55.

Net Lec plans to have WE Energies transfer existing overhead communication facilities onto WE Energies newly installed poles.

No other conflicts are anticipated along STH 54.

Oneida Tribe of Indians (sewer) has existing sanitary sewer running on the north side of STH 54 from approximately Station 1522+85 LT to the east to the project limits with sewer lateral crossings of STH 54 at approximately Station 1522+90 and Station 1525+80. The existing sewer manholes are located at approximately Station 1522+80, 38' LT and 1527+32, 42' LT.

Oneida Tribe of Indians plans to begin adjusting the sewer manhole at approximately Station 1522+80, 38' LT by September 1, 2023 and have it completed within 1 working day.

No other conflicts are anticipated along STH 54.

Spectrum(communication) has existing underground and overhead communication facilities that run along STH 54 and that cross STH 54.

Spectrum has existing overhead communication facilities along the south side of STH 54 from approximately Station 1186EB+75 RT to Station 1195+15 RT on WE Energies poles. The existing overhead communication line crosses STH 54 at approximately Station 1189EB+38 and runs north on the east side of STH 55. The existing overhead communication line also crosses STH 54 at approximately Station 1193EB+42 and runs north and south on the east side of Ivory Street.

Spectrum plans to relocate overhead communication facilities on WE Energies poles at approximately Station 51CA+19 - 27' RT, 10NB+57 – 26' RT, 11NB+11 – 28' RT, 11NB+63 – 28' RT, 1190EB+96 – 33' RT and 60CB+80 – 37' RT.

Spectrum plans to discontinue overhead communication facilities on WE Energies poles from approximately Station 60CB+80 – 37' RT to 33IN+37 – 20' RT and from 33IN+37 running to the north along the east side of Ivory Street.

These relocations will be completed concurrently with WE Energies pole relocates.

No other conflicts are anticipated along STH 54.

WE Energies (electricity) has existing underground and overhead electric facilities that run along STH 54 and that cross STH 54.

An existing overhead electric facilities run along the south side of STH 54 from approximately Station 1185EB+00 RT to 1195EB+75 RT with lines crossing STH 54 at approximately Station 1188EB+15, 1188EB+30, 1189EB+30, 1191EB+15, 1193EB+10, and 1195EB+35. An existing underground electric facility runs under STH 54 at approximately Station 1193EB+80.

WE Energies plans to relocate overhead electric facilities to poles at approximately Station 51CA+19 - 27' RT, 10NB+57 – 26' RT, 11NB+11 – 28' RT, 11NB+63 – 28' RT, 1190EB+96 – 33' RT, 11190WB+99 – 41' LT, and 60CB+80 – 37' RT. Also plan to discontinue the underground electric facility crossing STH 54 at approximately Station 1193EB+80 and replace it with a deeper line.

WE Energies plans to begin this work around July 29, 2023 and complete it within 25 working days.

If a pole hold is required during construction, contact the Line Crew Leader at (920) 380-3252 at a minimum of 10 working days before pole hold is needed.

WE Energies has poles with existing streetlights attached. These poles will remain in place until STH 54 is closed for each stage to maintain street lighting on STH 54. WE Energies' work to remove the street lighting could take up to 5 working days to complete per stage. The following poles will be removing during construction:

Stage 1A

- Approximately Station 1191WB+57, 23' LT
- Approximately Station 60CB+34, 25' RT
- Approximately Station 33IN+37, 19' RT
- Approximately Station 1194WB+03, 30' LT

Stage 1B

- Approximately Station 1188WB+19, 13' LT
- Approximately Station 51CA+21, 21' RT
- Approximately Station 1190WB+23, 25' LT

If a pole hold is required during construction, contact the Line Crew Leader at (920) 380-3252 at a minimum of 10 working days before pole hold is needed.

WE Energies (gas) has existing underground gas facilities that run along STH 54 and that cross STH 54.

An existing underground gas facility runs along the south side of STH 54 from approximately Station 1186EB+00 to 1196EB+00 with gas facilities crossing STH 54 at approximately Station 1186EB+80, 1188EB+77, 1190EB+47, 1191EB+14, and 1193EB+30. Existing facilities also run along the west side of STH 55 and the east side of Ivory Street.

WE Energies plans to abandon existing gas facilities on the south side of STH 54 from approximately Station 1186EB+00 to 1196EB+00 in the reconstruction limits. WE Energies plans to relocate their facilities as follows:

- On the south side of STH 54 from approximately Station 1186EB+00 RT to 1189EB+40 RT.
- On the north side of STH 54 from approximately Station 1186EB+50 LT to 1188EB+80 LT, Station 1189EB+45 LT to 1192EB+75 LT, and 1193EB+50 LT to 1195EB+60 LT.
- Crossing STH 54 at approximately Station 1186EB+5 and 1194EB+40.
- On the west side of STH 55 from approximately Station 10NB+35 LT to 11NB+75 LT.
- On the east side of STH 55 from approximately Station 10NB+10 RT to 10NB+30 RT.
- Crossing STH 55 at approximately Station 10NB+30.
- On the west side of Ivory Street from approximately Station 33IN+50 LT to 33IN+53 LT.
- On the east side of Ivory Street from approximately Station 31IN+25 RT to 32IN+50 RT and 33IN+30 RT to 33IN+60 RT.
- Crossing Ivory Street at approximately Station 33IN+50.

WE Energies plans to begin this work in the summer of 2023 and complete it within 60 working days.

SITE 8

AT&T Wisconsin (COMLN) has underground facilities that are in conflict with the proposed construction. AT&T will lower fiber 1-ft in conflict with storm sewer at Station 305+95 RT and 117+25 LT. AT&T will relocate facilities between Station 308+75 – 309+25 RT and 407+50 – 409+25 LT to the right-of-way. Pedestal and repeater at Station 53+95 RT will be removed and replaced outside of new roundabout at the right-of-way. At Station 212+90 LT, the crossbox in the sidewalk will be relocated 4-feet south and 5-feet east. At Station 214+75 LT and 309+48 RT/LT, facilities will be relocated with pedestal/repeater and crossbox.

Net Lec LLC (COMLN) has an underground facilities that are in conflict with the proposed storm sewer at Station 111'NB'+75 RT. Net Lec will place a riser down pole at Station 208'SB'+20 LT, place a hand hole at bottom of pole, and install new lines across STH 76 to the east road right-of-way and north along the east right-of-way to Station 111'NB'+85RT where a new hand hole will be placed over the existing ducts. The existing facilities that are in conflict will be discontinued in place. The overhead cable between Station 208'SB'+25 and Station 211'SB'+25 will be removed.

Spectrum (COMLN) has overhead facilities on WE Energies poles and buried facilities that are in conflict with the proposed construction. Spectrum will install the following new buried facilities:

- Beginning at a riser on a WE Energies pole on the west leg of School Road at Station 302'EB'+90 Rt going east along the south side of School Road behind the existing trail to Station 212'SB'+78, 169' LT; Going east crossing STH 76 to Station 112'NB'+50, 112' RT; Going north crossing School Road to the new WE Energies pole at Station 116'NB'+11, 46' RT.
- Beginning at the new WE Energies pole at Station 212'SB'+57, 131' LT going east crossing STH 76 to Station 112'NB'+04, 121' RT; Going north to the new WE Energies pole at Station 311'EB'+49, 46' RT.
- Beginning at a riser on the new WE Energies pole on the west side of STH 76 at Station 209'SB'+67, 79' RT going north to a new pedestal at Station 210'SB'+50, 65' LT to intercept an existing service line.

Spectrum will install new overhead facilities on WE Energies poles on the west side of STH 76 at the following locations:

- Station 208'SB'+19, 74' LT; 209'SB'+67, 79' LT; 211'SB'+16, 104' LT; and 212'SB'+57, 131' LT. Spectrum will install new overhead facilities on WE Energies poles on the east side of STH 76 at the following locations:
- Station 311'EB'+49, 46' RT; 115'NB'+01, 68' RT; 116'NB'+11, 46' RT; and 117'NB'+18, 75' RT. Spectrum will discontinue in place buried facilities on the south side of School Road between Station 302'EB'+90 RT and STH 76.

WE Energies (ELCTY) has overhead and buried facilities within the project limits that are in conflict with proposed construction. WE Energies will complete the following removals:

- Remove poles and existing overhead facilities on the north side of school road from Station 406'WB'+70 LT to STH 76.
- Remove poles and existing overhead facilities on the west side of STH 76 between Station 210'SB'+60 LT and the northwest quadrant of the School Road intersection.
- Remove overhead lines crossing STH 76 between the northwest quadrant of the School Road intersection and the existing pole at Station 117'NB'+40 RT.
- Remove poles in on the east side of STH 76 in the southeast and northeast quadrants of the School Road intersection.

WE Energies will place new poles and overhead facilities on the west side of STH 76 at the following locations:

- Station 208'SB'+19, 74' LT; 209'SB'+67, 79' LT; 211'SB'+16, 104' LT; and 212'SB'+57, 131' LT.

WE Energies will place new poles and overhead facilities on the east side of STH 76 at the following locations:

- Station 311'EB'+49, 46' RT; 115'NB'+01, 68' RT; 116'NB'+11, 46' RT; and 117'NB'+18, 75' RT.

WE Energies will install the following new buried facilities:

- Beginning on the west leg of School Road intercepting existing buried facilities at Station 405'WB'+90, 36' LT and crossing School Road to Station 305'EB'+90, 39' RT; Going east along the south side of School Road behind the existing trail to Station 212'SB'+78, 169' LT; Going east crossing STH 76 to Station 112'NB'+50, 112' RT; Going north crossing School Road to the new pole at Station 116'NB'+11, 46' RT.
- Beginning at the new pole at Station 212'SB'+57, 131' LT going east crossing STH 76 to Station 112'NB'+04, 121' RT; Going north to the new pole at Station 311'EB'+49, 46' RT.

WE Energies will discontinue in place existing buried facilities on the north side of School Road between Station 405'WB'+90 LT and Station 406'WB'+75 LT.

WE Energies (GSPRT) has buried facilities within the project limits that are in conflict with proposed construction. WE Energies will install the following new buried facilities:

- Beginning at the west project limits on School Road going east along the north right-of-way of School Road to STH 76; Going along the right-of-way in the northwest quadrant of the intersection to Station 215'SB'+ 60; Going east across STH 76 to Station a tee at Station 115'NB'+55, 59' RT; Going north from tee approximately 38' off the east right-of-way to a 90 degree elbow at Station 120'NB'+32; going east to tie into the existing main.
- Beginning at the tee at Station 115'NB'+55, 59' RT going south and east approximately 5' inside the right-of-way in the northeast quadrant of the intersection; going east approximately 2' off the north right-of-way of School Road to tie into the existing main at Station 314'EB'+60, LT. behind the existing trail to Station 212'SB'+78, 169' LT; Going east crossing STH 76 to Station 112'NB'+50, 112' RT; Going north crossing School Road to the new WE Energies pole at Station 116'NB'+11, 46' RT.
- Beginning at the new WE Energies pole at Station 212'SB'+57, 131' LT going east crossing STH76 to Station 112'NB'+04, 121' RT; Going north to the new WE Energies pole at Station 311'EB'+49, 46' RT.
- New service lines across STH 76 at Stations 120'NB'+52 and 120'NB'+87. WE Energies will discontinue in place the following buried facilities:
 - The existing 4" PE main on the north side of School Road from the west project limits, crossing STH 76, to Station 314'EB'+ 60 LT.
 - The existing service line crossing STH 76 at Station 120'NB'+75.

The following owners have facilities within the project area and the owner has indicated that adjustments will be made during construction:

Greenville Sanitary District No. 1 (SEWR) has buried sewer facilities within the project limits. Adjustments to manholes will be completed under bid items in the contract including adjusting sanitary manhole and reconstructing sanitary manhole. Facilities do not exist in the tree clearing areas.

Greenville Sanitary District No. 1 (WATR) has buried water facilities within the project limits. Adjustments to valves will be completed under the bid items in the contract adjusting water valve box. Facilities do not exist in the tree clearing areas.

SITE 9

The following utility owners have facilities within the project limits; however, facilities are not impacted by the tree clearing:

- **Kaukauna Utilities (ELCTY)**
- **Level 3 Communications LLC (COMLN)**
- **PaeTec Communications, LLC (ELCTY)**

SITE 10

AT&T Wisconsin has underground **communication** facilities within the project limits. AT&T will replace copper cable between station 112+50 and 116+20 LT at a minimum elevation of 805.00 at the temporary channel and proposed structure. Minimum 3-foot depth will be maintained in remaining areas. An offset of 5-feet south of the north right-of-way will be maintained as well. Existing cable will be discontinued in place. This work will be done prior to construction.

Alliant Energy has underground **electric** facilities within the project limits. Alliant will tie into existing wire at station 113+00 and install new wire at a minimum of 9-foot deep between stations 113+50 and 115+50. Alliant will tie back into existing wire at station 116+00. New wire will be installed in conduit. Existing wire will be discontinued in place. This work will be done prior to construction.

Spectrum has underground **communication** facilities within the project limits. Spectrum will place two vaults on either side of Sawyer Creek with 200-feet of clack and bore new fiber 10-foot deep between vaults as close to the back of right-of-way as possible. Existing conduit will be discontinued in place. This work will be done prior to construction.

United Cooperative has underground **water** facilities within the project limits. (TBD)

Wisconsin Public Service (WPS) has overhead **electric** facilities within the project limits. No anticipated conflicts.

Wisconsin Public Service (WPS) has underground **gas** facilities within the project limits. Arrange for a site watch to be present during the culvert construction at approximately Station 114+27. No anticipated conflicts.

SITE 11

The following utility owners have facilities within the project limits; however, facilities are not impacted by the tree clearing:

- **Brightspeed of Central Wisconsin, LLC (COMLN)**
- **Level 3 Communications LLC (COMLN)**
- **Wisconsin Public Service Corporation (ELCTY)**

8. Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit – Site 1.

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

A copy of the permit is available from the regional office by contacting Nicholas Vos at (715) 365-5782.

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

stp-107-054 (20230629)

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

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

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

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

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

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

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

A copy of the permit is available from the regional office by contacting Lisa Lumley at (920) 360-6684.

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

11. Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit – Site 7.

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

A copy of the permit is available from the regional office by contacting Jesse Hansen, P.E. at (920) 492-5630.

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

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

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

A copy of the permit is available from the regional office by contacting Joseph Coughlin at (608) 716-1963.

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

13. Information to Bidders, WPDES Transportation Construction General Permit (TCGP) for Storm Water Discharges – Site 1.

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 Nicholas Vos at (715) 365-5782. Post the permit certificate in a conspicuous place at the construction site.

14. Information to Bidders, WPDES Transportation Construction General Permit (TCGP) for Storm Water Discharges – Site 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 Paul Brauer at (920) 366-1097. 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 – Site 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 Eric Gwidt at (920) 366-8896. 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 – Site 7.

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 Jesse Hansen, P.E. at (920) 492-5630. Post the permit certificate in a conspicuous place at the construction site.

17. Information to Bidders, NPDES Construction General Permit for Storm Water Discharge Permit within Tribal Lands – Site 7.

The department has obtained permit coverage through the Environmental Protection Agency to discharge storm water associated with land disturbing construction activities located within tribal lands under this contract. Conform to all permit requirements for the project.

This permit is the National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP) for Storm Water Discharges from Construction Activities. The permit can be found at:

<https://www.epa.gov/npdes/2022-construction-general-permit-cgp>

18. 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)

19. Environmental Protection.

Site 6

A Protection of Work Area

Broom or brush any mud, dirt, or debris deposited on any roads, as a result of construction activity at the end of the day and as directed by the engineer.

Supplement standard spec 107.18 as follows:

Ensure that all equipment that has been in contact with areas potentially infested with invasive plant species has been decontaminated. Use the following inspection and removal procedures (guidelines from the Wisconsin Department of Natural Resources) for disinfection:

1. Prior to 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. Clean all equipment with hot water of 105°F to 110°F for a period of 30 minutes or hot water of 140°F for a period of 5 minutes. After cleaning, dry all equipment in a sunny location for at least 3 days.

20. Environmental Protection, Non-Aquatic Invasive Species Plants.

Site 6

Phragmites, wild parsnip, and common teasel, invasive plant species, are known to exist within the project limits and in areas of ground disturbance or excavation work as the plans show. All Topsoil that will be excavated or salvaged as part of the work within the contract shall be salvaged and used as topsoil within the project limits, placed in designated areas if shown in the plan, placed as fill per standard spec 205.3.12 or deposited at an engineer approved waste site. All waste sites are subject to review and approval by the department and shall be suitable for the waste of material containing invasive species to control their spread in compliance with NR 40. Waste sites suitable for invasive species would be areas that would prevent or control the growth and spread of the plant by burying, mowing or other control practices. The contractor shall submit his method for managing topsoil on this project for approval as part of the Erosion Control Implementation Plan. Before moving equipment out of infested area clean soils, seeds, plant parts, or invertebrates from exterior surfaces. Use most effective method that is practical by the following methods: Brush, broom, or other hand tools; high pressure air; steam cleaning; or portable wash station that contains runoff from washing equipment. Do not clean equipment, vehicles or trailers in or near waterways as it may promote the spread of invasive species downstream.

ner-107-055 (20180212)

21. Archaeological Site.

Site 8

47OU315 West Wind site is located approximately in the Southeast quadrant of STH 76 and School Rd 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 right-of-way limits. 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)

22. Construction Over or Adjacent to Navigable Waters.

Site 1

Range Line Creek is classified as a state navigable waterway under standard spec 107.19.

Site 5

The Hidden Brook is classified as a state navigable waterway under standard spec 107.19.

stp-107-060 (20171130)

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.

24. Public Convenience and Safety.

Site 1

Replace standard spec 107.8(4) with the following:

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

- Forest County Sheriff's Department
- Wisconsin State Patrol
- Forest County Highway Department
- Town of Wabeno
- Wabeno School District
- Wabeno Post Office

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

ncr-107-005 (20200729)

25. Semi-Permanent Restoration, Item SPV.0060.01.

A Description

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

B Materials

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

C Construction

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	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.

26. Single Lane Closure, Non-Freeway/Expressway, Item SPV.0060.02.

A Description

This special provision describes providing a traffic control setup as shown in SDD 15D20, "Traffic Control, Single Right Lane Closure, Undivided 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 according to standard spec 643.

D Measurement

The department will measure Single Lane Closure, Non-Freeway/Expressway by each site, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Single Lane Closure, Non-Freeway/Expressway	EACH

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

27. Shoulder Closure on Divided Roadway, Item SPV.0060.03.

A Description

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

B Materials

Furnish traffic control devices, including Drums, 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 according to standard spec 643.

D Measurement

The department will measure Shoulder Closure on Divided Roadway by each site, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Shoulder Closure on Divided Roadway	EACH

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

28. Work on Shoulder or Parking Lane, Undivided Roadway, Item SPV.0060.04.

A Description

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

B Materials

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

C Construction

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Work on Shoulder or Parking Lane, Undivided Roadway	EACH

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

29. Single Lane Closure With Bi-Direction Traffic, Item SPV.0060.05.

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 Single Lane Closure With Bi-Directional Traffic by each site, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	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.

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: 20230912005 Project(s): 1009-37-01

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	70.000 STA	_____.	_____.
0004	201.0115 Clearing	18.000 ACRE	_____.	_____.
0006	201.0120 Clearing	48.000 ID	_____.	_____.
0008	213.0100 Finishing Roadway (project) 01. 1009-37.01	1.000 EACH	_____.	_____.
0010	618.0100 Maintenance And Repair of Haul Roads (project) 01. 1009-37-01	1.000 EACH	_____.	_____.
0012	619.1000 Mobilization	1.000 EACH	_____.	_____.
0014	SPV.0060 Special 01. Semi-Permanent Restoration	11.000 EACH	_____.	_____.
0016	SPV.0060 Special 02. Single Lane Closure, Non-Freeway/Expressway	1.000 EACH	_____.	_____.
0018	SPV.0060 Special 03. Shoulder Closure on Divided Roadway	1.000 EACH	_____.	_____.
0020	SPV.0060 Special 04. Work on Shoulder or Parking Lane Undivided Roadway	8.000 EACH	_____.	_____.
0022	SPV.0060 Special 05. Single Lane Closure With Bi-Directional Traffic	4.000 EACH	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH ADDENDA HERE