

HIGHWAY WORK PROPOSAL – RAZING AND REMOVING

Proposal Number: **Ø 1**

Wisconsin Department of Transportation
DT1502 10/2010 s .66.29(7) Wis. Stats.

COUNTY	STATE PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
Winnebago	6430-12-21	IH 41 – CTH JJ STH 76 Divided Ends – CTH JJ	STH 76

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, \$ 2,000.00
Payable to: Wisconsin Department of Transportation

Attach Proposal Guaranty.

Bid submittal due
Date: 02/11/2019
Time (local time): 11:00 a.m.

Firm name, address, city, state, zip

Contract completion time
45 calender days

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

For Department Use Only

Type of Work Razing and Removing	
Notice of award dated	Date guaranty returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

NOT FOR BIDDING PURPOSES

Effective with November 2007 Letting

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.

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.

NOT FOR BIDDING PURPOSES

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)

NOT FOR BIDDING PURPOSES

NOT FOR BIDDING PURPOSES

DECEMBER 2000

**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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SPECIAL PROVISIONS

1. General.

The work under this contract for the construction of the following projects in Wisconsin:

Project ID 6430-12-21, Parcel 38; IH 41 – CTH JJ; STH 76 Divided Ends – CTH JJ;
STH 76, Town of Vinland, Winnebago County;

Perform the work under this construction contract 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 2018 Edition and these special provisions including the Additional Special Provisions (ASP's).

This Razing and Removing Proposal has been developed under the U.S. standard measure system.

The Standard Specifications for Highway and Structure Construction 2018 Edition is available for browsing, download, or to place an order for a hard copy at:

<http://wisconsin.gov/Pages/doing-business/eng-consultants/cslt-rsrcs/rdwy/stndspec.aspx>

Those who do not have access to the web may order a hard copy of the specifications through:

WI Department of Administration - Document Sales and Distribution Section
202 S. Thornton Avenue, PO Box 7840, Madison WI 53707-7840
Phone: (608) 266-3358

2. Scope of Work.

Work under this contract includes razing and removing a building and basement/foundation, disposing of all material and debris, removing miscellaneous land improvements, if any, placing compacted backfill in the exposed basements and openings resulting from the removal of the building, and grading the vacant site. Shed, Detached Garage and Mound system to remain in place (See Parcel Exhibits included in this proposal.) Do not disturb adjacent property.

Keep the abutting highway free of debris and mud throughout performance of the work under this contract.

Abandon the present water systems in accordance to current statutes, ordinances, and regulations.

Plank with suitable timbers the public streets and highways, which serve as access for heavy equipment, to preclude any damages to said facilities. Repair all damages to these public facilities or replace them with like materials at contractor expense.

Maintain all roads, highways, or public places adjacent to any building or buildings being razed or removed, in a debris or litter-free condition throughout the life of this contract.

However, should the use of the above highways be required for razing or backfilling operations, erect splashboards or reflector panels and place warning signs at appropriate locations to protect the general public.

Raze and remove the building and backfill the resulting exposed openings at the following locations:

<u>Project</u>	<u>Parcel</u>	<u>Type of Building</u>	<u>Address</u>
6430-12-21	38	One-story building, built in 1900. 2,051 square feet. Bar / Restaurant with attached living quarters. Only the southern section includes a basement. Exterior walls are of a stud frame construction covered with wood siding and has warmed and cooled air. Exterior walls are covered with a variety of siding types with a mix of aluminum, shake, hardboard, and log. Roof is covered with asphalt composition shingles. Northern section has an eastern end with an ornamental parapet extending above roofline and a western section with a hip design. Southern section has a gable roof. Northern section has epoxy flooring, wood panel wainscoting followed by plastered and painted interior	6897 State Road 76 Neenah WI 54956

walls, and plastic panel drop ceiling. Along the northern wall of this section is a long bar. To the west are the men's and women's restrooms. To the east is a small grill/kitchen area. The adjoining area of the southern section includes storage area, a built in walk-in cooler, and a kitchen prep area. Remainder of the southern section is a living-quarters having one bedroom, a living room, a small galley style kitchen, and a bathroom with a tub/shower. Building has forced air furnace, central air unit, wall air conditioning unit, and a hot water heater. Well, paving, lighting needs to be removed. Shed, Detached Garage and Mound system to remain in place. Contractor is responsible for Asbestos Inspection and removal (if necessary).

Perform the following:

1. Remove the structure from the premises.
2. Inspect, remove and dispose of all asbestos and hazardous materials in compliance to current local, state, and federal guidelines and laws, including asbestos not discovered in the pre-razing inspections included in these specifications. The most recent edition of any applicable standard, code, or regulation shall be in effect. Where conflict among the requirements of these specifications occurs, follow the most stringent. Only a qualified and certified asbestos removal contractor shall perform the removal of asbestos. If not licensed to remove asbestos, employ a certified subcontractor to perform this work. An inspection report for each building indicating the presence or absence of asbestos in exposed positions of the structure is included in this proposal, unless otherwise indicated.
3. The successful bidder shall arrange for the public and/or private utility companies to disconnect their services and remove meters. Make arrangements with the local plumbing inspectors to inspect the abandonment of well and septic systems and/or

sewer and water laterals. In accordance to state laws and administrative rules, licensed well driller and pump installer contractors shall accomplish all water well abandonment.

4. Conduct all demolition, removal, and backfilling operations in such a manner that all conflicts with vehicular traffic on adjacent streets and highways are avoided. Use barricades or fencing, or both, when needed to guarantee the safety of pedestrians or motorists.
5. Upon completion of the backfilling operations of the exposed basements and other openings, fine-grade and shape the area. Also, topsoil (conforming to standard spec 625.2), fertilize (conforming to standard spec 629.2.1.3), seed using #10 mixture (conforming to standard spec 630.2.1.5.1.1.1), and mulch (conforming to standard spec 627.3.1) right of way affected.

3. Prosecution and Progress.

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

Give definite notice of intention to start work to the Wisconsin Department of Transportation, Northeast Region, Attn: Abigail Ringel, 944 Vanderperren Way, Green Bay, WI 54304, Phone (920) 492-7708, at least 72 hours in advance of beginning work.

In the event that some structures are not vacant and available when the order to start is issued, begin work on the parcels that are vacant and available, and continue with operations until the available structures have been razed or removed, the resulting exposed basements removed in their entirety and removed from the site, and all openings backfilled. Notify the department's representative when the vacated and available structures have been removed and the exposed openings backfilled. Suspend operations until the remaining structures become vacant and available; contract time will not be charged during such period of suspension. Resume work within ten days after the date the department representative has issued a written order to do so. In the event that a structure or structures are not available to the contractor within a period of 270 days subsequent to the execution of the contract by the State, due to their occupancy or other circumstances, the contractor may have the option to request release of said unavailable structure or structures from the contract.

On those contracts executed under Option B, the contractor may, after the expiration of the period defined above, request the deletion of a parcel or parcels from the group in the contract. The deletion of a parcel or parcels shall be accomplished by contract change order negotiated at the price listed for such parcel in the contract.

However, should the contractor submit his bid under Option A, in which payment is made to the State by the contractor, and the above unavailable conditions should exist, the unavailable parcel or parcels shall be deleted from the contract. The unavailable

parcel or parcels shall be released from the contract at no expense to the State, except for the return of the money in the amount or amounts entered and submitted for said parcel or parcels under contract change order.

The contract time affected by the deletion of the parcel or parcels will be terminated on the date of the last suspension date of the completion of the work of the last structure or structures.

Unless otherwise specifically provided, no additional or extra compensation or additional contract time will be allowed due to deferment or suspension of operations.

Should the contractor, whether the bid is submitted under Option "A" or Option "B", fail to complete the work within the time agreed upon in the contract or within such extra time as may be allowed by extension, there shall be liquidated damages deducted from any monies due the contractor, for each and every calendar day, including Sundays and holidays, that the work shall remain uncompleted, in accordance with standard spec 108.11. The sum shall be considered and treated not as a penalty, but as fixed, agreed, and liquidated damages due the State from the contractor by reason of inconvenience to the public, added cost of engineering and supervision, and other items that have caused an expenditure of public funds resulting from the failure to complete the work within the time specified in the contract.

Permitting the contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the department of any of its rights under the contract.

4. Proposal Requirements and Conditions.

Standard spec 102.1, Prequalifying Bidders, shall not apply to this contract; however, prior to awarding a contract, the department may require the bidder to produce evidence that he, she or it has performed work of a similar character in a satisfactory manner.

5. Subletting or Assignment of Contract.

Standard spec 108.1, which prescribes the minimum amount of work to be performed with the contractor's own organization, shall not apply to this contract. However, if a subcontractor (including, but not limited to, asbestos removal specialists) will be employed, the bidder shall attach the name, address and specialty of that contractor to the page of the bid in the spaces indicated for that use.

6. Award of Contract.

The department will consider the bids submitted in the proposal and reserve the right to award the work on the basis of lowest responsible bidder, meeting all terms and conditions of these specifications.

7. Cancellation of Contract.

In the event the building(s) should be so severely damaged by fire, windstorm, or other act of God as to materially impair the salvage value of the material contained therein after the bid has been made and submitted on the date and hour set forth and before the contract has been executed by the state and the contractor notified thereof, the contractor may file a request for the cancellation of the contract. If, upon finding by the department that such is the fact, the department will cancel the contract and relieve the contractor of all responsibility there under.

In the event, however, that the department should determine that such damage is only minor or inconsequential, the contractor will be required to fulfill the terms of this contract.

8. Standard Insurance Requirements.

Standard insurance requirements shall be in accordance with standard spec 107.26 and as hereinafter provided.

If this project includes only razing and removing of residential units, revise the insurance table provided in paragraph 1 of standard spec 107.26 as follows:

Type of Insurance	Minimum Limits Required*
1. Commercial General Liability Insurance; shall be endorsed to include blanket contractual liability coverage.	\$2 Million Combined Single Limits per Occurrence; may be subject to an Annual Aggregate Limit of not less than \$2 Million.
2. Workers' Compensation and Employer's Liability Insurance.	Workers' Compensation: Statutory Limits Employer's Liability: Bodily Injury by Accident: \$100,000 Each Accident Bodily Injury by Disease: \$500,000 Each Accident \$100,000 Each Employee
3. Commercial Automobile Liability Insurance; shall cover all contractor-owned, non-owned, and hired vehicles used in carrying out the contract.	\$1 Million-Combined Single Limits Per Occurrence.

**The contractor may satisfy these requirements through primary insurance coverage or through a combination of primary and excess/umbrella policies.*

9. Traffic.

Maintain pedestrian and vehicular traffic on the roads and highways adjacent to these premises through the life of this contract.

10. Legal Relations and Responsibility to the Public.

Add the following to standard spec 107.3:

Procure all permits necessary to carry out the work, including those necessary while the roads and highways are obstructed either by operations or by the storage of equipment or materials.

The awarding of this contract does not guarantee the issuance of a permit to move any structures over state highways.

The contractor agrees not to move any of the structures within a proposed highway corridor of the State of Wisconsin.

Add the following to standard spec 107.8:

Notify the local law enforcement agency, fire department, and any surface transportation company that may be affected by the anticipated street obstructions or hazards.

Add the following to standard spec 107.22:

Notify the various public or municipal utility companies to disconnect and remove such of their facilities as may be in the buildings, or attached to them, sufficiently in advance of beginning razing operations to allow the utilities to make their disconnections.

11. Protection of Streams, Lakes and Reservoirs.

Standard spec 107.18 shall apply.

12. Underground Fuel Storage Tanks.

The successful bidder will be supplied with a copy of the Environmental Site Assessment for each parcel for which an assessment was deemed necessary or for sites on which underground storage tanks were removed. A private consultant will remove any tanks discovered during the Environmental Site Assessment before razing activities begin.

If tanks are discovered on the site during razing that were not removed as part of or in the absence of an Environmental Site Assessment, immediately cease razing operations on the site and contact the department. The department will hire a private consultant to remove the discovered tanks.

13. Asbestos Removal.

The contractor shall perform an Asbestos Inspection.

Comply with the requirements of the Environmental Protection Agency (EPA) regulations, National Emission Standards for Asbestos, the Occupational, Safety and Health Administration (OSHA) regulations on asbestos removal, all applicable Wisconsin Department of Natural Resources (DNR) regulations, and local government regulations. The most recent editions of all applicable standards, codes or regulations shall be in effect. Where conflict among the requirements of these specifications occurs, follow the most stringent. In addition, the following requirements apply to this work:

Any person performing asbestos abatement must comply with all training and certification requirements, rules, regulations and laws of the State of Wisconsin regarding asbestos removal. If you plan to demolish a building that may contain or is known to contain asbestos, proper notification must be provided to the Department of Natural Resources (DNR) and the Wisconsin Department of Health Services (DHS), at least 10 working days before starting the work. *Note:* Wisconsin DNR Central Office phone:

(608) 266-2621 – reference: *DNR Form 4500-113 "Notification of Demolition and/or Renovation and Application for Permit Exemption"*. Wisconsin DHS Asbestos & Lead Section Central Office phone (608) 261-6876 - reference: *DHS Form F-00041 "Asbestos Project Notification"*.

Reference: <http://dnr.wi.gov/topic/Demo/Asbestos.html>

Reference: <http://dhs.wisconsin.gov/waldo>

Asbestos removal is considered incidental to razing and removing buildings and will not be measured for payment separately.

14. Notice to Department of Natural Resources.

Notify the Northeast Regional Office of the Department of Natural Resources (DNR) located at 2984 Shawano Avenue, Green Bay, WI 54313 Phone (920) 662-5100, at least ten working days in advance of the contractor's intent to raze or otherwise remove each parcel. In the notice to DNR, include the address and type of building(s) to be razed or removed, the proposed date that each will be razed or removed, and the name of the licensed or approved landfill where the demolition waste will be disposed. Mail a copy of this notice within ten days of DNR notification to: WisDOT-DTSD-Northeast Region - Attn: Abigail Ringel, 944 Vanderperren Way, Green Bay, WI 54304.

The contractor's failure to comply with the requirements of this article shall subject the contractor to a penalty of liquidated damages pursuant to standard spec 108.11. The liquidated damages formula will apply for each day in which the provisions of this article are not met.

The well abandonment subcontractor shall prepare and submit to the DNR the Well Abandonment Report form(s), required by law in the manner prescribed herein.

Provide copy of the Well Abandonment Report form(s), within 30 days of abandonment, to: WisDOT-DTSD- WisDOT-DTSD-Northeast Region - Attn: Abigail Ringel, 944 Vanderperren Way, Green Bay, WI 54304.

15. Disposal of Materials.

Add the following to standard spec 104.8:

All salvage removed from the buildings, including fixtures and appurtenances such as screens and storm sash, shall be the property of the contractor and shall be entirely removed from the premises.

Clear the entire premises of all decomposable and combustible refuse, debris, and materials resulting from the removal of the buildings. Upon completion of the work, leave the entire premises in a neat condition. Do not deposit or leave decomposable or combustible refuse, debris, or materials resulting from the removal of the buildings on any state-owned lands, or right-of-way of any highways, including any exposed openings resulting from razing activities.

All living trees, shrubs, evergreens and other vegetation shall remain the department's property. Use care to preserve as much of the landscaping as is reasonably possible.

16. Custody of the Building.

Upon written order by the department representative to commence work, the buildings and surrounding state-owned property shall be under the custody of the contractor. Nothing in this proposal shall be interpreted as setting forth the condition of any building or the appurtenances thereto. Except as otherwise provided herein, it is to be understood that the department accepts no responsibility for the protection of buildings and appurtenances against damages sustained either prior to or subsequent to the time of the letting of the work under this contract. The contractor shall take such measures as are necessary to safeguard the public from damages or injury.

While the buildings are in the contractor's custody, keep the buildings in a closed condition. Do not remove doors or windows from the buildings until the actual day of razing, unless all openings are sealed as approved by the engineer. Only the contractor and his subcontractor shall salvage building components. At all times, do not allow the general public in the buildings or on the grounds.

17. Removing Buildings.

Amend standard spec 204.3.2.3 to allow removal of buildings, by relocation, intact to a new site beyond the right of way limits.

If the contractor elects to move structure(s) from the parcels, regardless if bidding under Option A or B, but fails to remove the structure(s) from the premises by the time set forth earlier in this contract for completion, the contractor shall forfeit any and all rights, title and interest in the structure(s), and the structure(s) and any salvageable materials remaining on the premises shall revert to the ownership and control of the Wisconsin Department of Transportation to dispose of as it sees fit; but nothing shall in any way release the contractor from any of the contractor's duties, obligations or liability under the terms and provisions of this contract. The contractor shall not sell, nor in any manner transfer title of the structure(s) to a third party until the structure(s) is removed from the right-of-way limits.

The department has no knowledge regarding the condition of the structure(s) or their related components. The department cannot and does not warrant the condition of the

structure(s) or their components, nor does the department warrant, guarantee, or imply the suitability of the structure(s) for moving.

18. Removal and Razing Operations.

This work shall be in accordance with standard spec 204 and as hereinafter provided.

Furnish all labor, equipment, tools, transportation, and incidentals necessary for the performance of the work.

Remove all concrete steps, concrete sidewalks, and concrete slabs from the premises.

In compliance with the ordinances and permit requirements of the municipality in which the buildings are situated, and in the presence of the local governing unit, a certified/licensed well driller, pump installer or water system operator shall seal or abandon all sewer and water lines and/or wells pursuant to Wisconsin Statute §280.30 and the Natural Resources portion of the Wisconsin Administrative Code covered under NR 811 and 812.

Until standing walls have been razed, the walls shall be reasonably and safely braced at all times to ensure complete safety during the wrecking operations.

Break and remove entirely from the site all basement walls, floors and footings.

Dispose of all non-hazardous demolition waste in a landfill licensed or approved in writing by the Department of Natural Resources and in accordance with NR500, Wisconsin Administrative Code. Failure to properly dispose of solid waste is a violation of State Solid Waste Statutes and Administrative code and is subject to issuance of a citation under Wisconsin Statute §287.81(2)(a).

Remove all hazardous materials from the site, only after proper notification and compliance with the department requirements of the Wisconsin Department of Natural Resources (DNR) and local government regulations.

Remove all material from the premises in a safe manner and in compliance with all applicable laws and ordinances. Do not disturb adjacent property.

19. Backfill.

Prior to any backfill operations, notify the regional office of the Department of Transportation to inspect all exposed areas resulting from the razing and removal operations. Contact Wisconsin Department of Transportation, WisDOT-DTSD-Northeast Region - Attn: Abigail Ringel, 944 Vanderperren Way, Green Bay, WI 54304, Phone (920) 492-7708 for this inspection.

Ensure that all exposed basements and openings are free of all refuse and debris.

Backfill exposed basements and openings in accordance with standard spec 204.3.1.2 to the present surrounding ground elevation. Compaction of backfill shall be in accordance with standard spec 207.3.6.2. Furnish backfill meeting the requirements of standard spec 209 for use as backfill material.

Fill the septic systems with granular material and abandon all wells and/or sanitary sewers, if any, in compliance with all ordinances and permit requirements of the municipality in which the buildings are situated and those of the State of Wisconsin.

20. Fencing.

After removing the buildings, furnish and erect suitable fencing around the basement, porch openings, and other large open excavations to protect and safeguard the public from all hazardous conditions created by the operations. Install the fencing in such a manner to ensure that the general public is prevented from falling into any openings. The fence shall be a height of 52 inches, and the posts shall be at least 58-inches high and spaced at a distance no greater than ten feet apart. After all open excavations have been backfilled satisfactorily, remove the fencing.

ADDITIONAL SPECIAL PROVISION 4

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 may also withhold routine 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.

Release of Routine Retainage

After granting substantial completion the department may reduce the routine retainage withheld from the prime contractor to 75 percent of the original total amount retained.

When the Department sends the semi-final estimate the department may reduce the routine retainage withheld from the prime contractor to 10 percent of the original total amount retained.

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 and that no routine retainage is being withheld. The department will pay the prime contractor in full and reduce the routine retainage withheld from the prime contractor to zero when the department approves the final estimate.

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.

NOT FOR BIDDING PURPOSES

ADDITIONAL SPECIAL PROVISION 6
ASP 6 - Modifications to the standard specifications

Make the following revisions to the standard specifications:

107.17.1 General

Replace paragraph seven with the following effective with the December 2018 letting:

- (7) Have a professional engineer registered in the state of Wisconsin sign and seal the shop drawings. At least 30 calendar days before starting falsework, form, or shoring construction; submit a PDF file of shop drawings to the railroad's chief engineering officer and to the engineer. The engineer and the railroad may review the shop drawings. If the engineer or the railroad finds the shop drawings unsatisfactory, the contractor shall make the required changes. A satisfactory shop drawing review does not relieve the contractor of responsibility and liability for the structural integrity and proper functioning of the falsework, forms, or shoring.
-

109.1.1 General

Replace the entire text with the following effective with the January 2019 letting:

- (1) The engineer will use the US standard system to measure all work completed under the contract. The engineer will determine quantities of materials the contractor furnishes and work the contractor performs using measurement methods and computations conforming to standard engineering practice, modified to meet department requirements. The engineer will document these measurements using department procedures.
 - (2) The engineer will measure the work as the contract measurement subsection for individual items specifies. The department will measure the actual quantities of work the contractor acceptably completes and make final payment based on those actual measured quantities except as follows:
 1. If the measurement subsection for a bid item specifically restricts the quantity measured for payment or allows for use of conversion factors.
 2. If the engineer executes a contract change order modifying the method of measurement for specific bid items, the engineer will measure the quantities of applicable bid items for payment using the change order methods.
 3. If the engineer, under 105.3.1(2), approves a contractor-requested plan dimension change between US standard and SI metric dimensions, the engineer will measure whichever of the following is less:
 - Actual quantities constructed.
 - Quantities derived from the original plan dimensions.
 4. For substitutions made under 106.2.3 between US standard and SI metric products, the engineer will measure the actual quantities of the substitute products using the original contract measuring system.
-

305.2.1 General

Replace paragraph two with the following effective with the December 2018 letting:

- (2) Where the contract specifies or allows 1 1/4-inch base, do not place reclaimed asphalt, reprocessed material, or blended materials below virgin aggregate materials unless the contract specifies or the engineer allows in writing. The department will allow virgin aggregate above reclaimed asphalt, reprocessed material, or blended materials in shoulder areas adjacent to concrete pavement.
-

420.3.2.1 General

Replace paragraph one with the following effective with the December 2018 letting:

- (1) Use self-propelled grinding machines with depth, grade, and slope controls designed for grinding and texturing concrete. Equip grinding machines with diamond blades and a vacuuming system capable of removing liquid and solid residue from the ground surface. Shroud the machine to prevent discharging loosened material into adjacent work areas or live traffic lanes. Provide the specified effective wheelbase, defined as the center of the front to center of the rear main support wheels.

420.3.2.2 Continuous Grinding

Replace paragraph one with the following effective with the December 2018 letting:

- (1) Under the Continuous Diamond Grinding Concrete Pavement bid item, ensure that the grinding machine, including the grinding head, weighs 35,000 pounds or more, will grind a strip at least 4 feet wide, and has an effective wheel base of 25 feet or more. For pavements with a design speed less than 40 miles per hour and areas difficult to access, the contractor may use equipment with an effective wheel base of 12 feet or more.
-

450.3.2.8 Jointing

Replace paragraphs three through five with the following effective with the December 2018 letting:

- (3) Construct notched wedge longitudinal joints for mainline paving if the pavement thickness conforms to the minimums specified in 460.3.2, unless the engineer directs or allows an alternate joint. Construct the wedge using a slope no steeper than 3:1. Extend the wedge 12 inches beyond the normal lane width, or as the engineer directs. Ensure that the wedge for all layers directly overlaps and slopes in the same direction.
 - (4) Locate the joint at the pavement centerline for 2-lane roadways, or at lane lines if the roadway has more than 2 lanes. Construct a vertical notch 1/2-inch to 3/4-inch high on the centerline or lane line at the top of each wedge. Place a 1/2-inch to 3/4-inch notch at the outside bottom edge of the wedge after compacting each layer. Align the finished longitudinal joint line of the upper layer with the centerline or lane line.
 - (5) Construct the wedge for each layer using an engineer-approved strike-off device that will provide a uniform slope and will not restrict the main screed. Shape and compact the wedge with a weighted steel side roller wheel the same width as the wedge. Apply a tack coat to the wedge surface and both notches before placing the adjacent lane.
-

455.2.4.3 Emulsified Asphalts

Replace paragraph two with the following effective with the December 2018 letting:

- (2) The bill of lading for emulsified asphalts shall indicate the asphalt content of the original emulsion and dilution rate of the additional water added to the original emulsion. If undiluted samples are not available, test the diluted material and modify AASHTO M140, M208, or M316 to reflect properties resulting from dilution of the asphalt.
-

460.2.8.3.1.4 Department Verification Testing Requirements

Replace paragraph three with the following effective with the December 2018 letting:

- (3) The department will perform testing conforming to the following standards:
 - Bulk specific gravity (G_{mb}) of the compacted mixture according to AASHTO T166.
 - Maximum specific gravity (G_{mm}) according to AASHTO T209.
 - Air voids (V_a) by calculation according to AASHTO T269.
 - VMA by calculation according to AASHTO R35.
 - Asphalt content by ignition oven according to AASHTO T308 as modified in CMM 8-36.6.3.6, chemical extraction according to AASHTO T-164, or Asphalt Analyzer™ according to manufacturer recommendations.
-

460.2.8.3.1.6 Acceptable Verification Parameters

Replace paragraph one with the following effective with the December 2018 letting:

- (1) The engineer will provide test results to the contractor within 2 mixture-production days after obtaining the sample. The quality of the product is acceptably verified if it meets the following limits:
 - V_a is within a range of 2.0 to 4.3 percent. For SMA, V_a is within a range of 2.7 to 5.3 percent.
 - VMA is within minus 0.5 of the minimum requirement for the mix design nominal maximum aggregate size.
 - Asphalt content is within minus 0.3 percent of the JMF.

460.2.8.3.1.7 Dispute Resolution

Replace paragraph one with the following effective with the December 2018 letting:

- (1) When QV test results do not meet the specified limits for 100 percent pay, the bureau's AASHTO accredited laboratory and certified personnel will referee test the retained portion of the QV sample and the retained portion of the required forward and backward QC retained samples according to CMM 8-36.

460.5.2.1 General

Replace paragraphs five and six with the following effective with the December 2018 letting:

- (5) The department will reduce pay for nonconforming QMP HMA mixtures as specified in 460.2.8.2.1.7, starting from the stop point to the point when the running average of 4 is back inside the warning limits. The engineer will determine the quantity of material subject to pay reduction based on the testing data and an inspection of the completed pavement. The department will reduce pay as follows:

PAYMENT FOR MIXTURE^{[1] [2] [3]}

ITEM	PRODUCED WITHIN WARNING BANDS	PRODUCED OUTSIDE JMF LIMITS
Gradation	90%	75%
Asphalt Content ^[4]	—	—
Air Voids	70%	50%
VMA	90%	75%

^[1] For projects or plants where the total production of each mixture design requires less than 4 tests refer to CMM 8-36.

^[2] Payment is in percent of the contract unit price for the HMA Pavement bid item. The department will reduce pay based on the nonconforming property with lowest percent pay. If the quantity of material subject to pay adjustment based on the running average of 4 is also subject to pay adjustment resulting from dispute resolution in accordance with 460.2.8.3.1.7, the department will apply the single pay adjustment resulting in the lowest percent pay.

^[3] In addition to any pay adjustment listed in the table above, the department will adjust pay for nonconforming binder under the Nonconforming QMP Asphaltic Material administrative item. The department will deduct 25 percent of the contract unit price of the HMA Pavement bid item per ton of pavement placed with nonconforming PG binder the engineer allows to remain in place.

^[4] The department will not adjust pay based on a running average of 4 asphalt content tests; however, corrective action will be applied to nonconforming material according to 460.2.8.2.1.7.

- (6) If during a QV dispute resolution investigation the department discovers unacceptable mixture defined by one or more of the following:
 - Va greater than 5.0 or less than 1.5.
 - VMA more than 1.0 below the minimum allowed in table 460-1.
 - AC more than 0.5 % below the JMF target.

Remove and replace the material, or if the engineer allows the mixture to remain in place, the department will pay for the quantity of affected material at 50 percent of the contract price.

506.3.2 Shop Drawings

Replace paragraph four with the following effective with the December 2018 letting:

- (4) Ensure that the fabricator submits a PDF file of shop drawings for railroad structures to the railroad company's chief engineering officer upon contract completion.

646.3.1.2 Liquid Marking

Replace paragraph five with the following effective with the January 2019 letting:

- (5) Apply liquid marking and glass beads across the line at or exceeding the following:

LIQUID MARKING	PAVEMENT TYPE	THICKNESS (mils)	BEAD APPLICATION (pounds per gallon)
Paint	all	16	8
Epoxy	SMA, seal coats, and polymer overlays	25	25
Epoxy	all other	20	22.5
Wet Reflective Epoxy	all	20	18

646.3.2.3.2 Wet Reflective Epoxy

Replace paragraph five with the following effective with the January 2019 letting:

- (1) Apply wet reflective epoxy binder in a grooved slot. and provide a double drop bead system as follows:
 - First: wet reflective/recoverable elements at the application rate specified for the product chosen from the department's APL.
 - Second: glass beads at the application rate specified in 646.3.1.2(5).

650.3.1 General

Replace the entire text with the following effective with the December 2018 letting:

- (1) Department and contractor responsibilities for construction staking are specified in 105.6. Conform to 105.6 and the additional requirements specified here in 650.3 for the individual contractor-staking bid items the contract includes.
- (2) Protect and preserve known property and survey marks and land monuments as specified in 107.11.3. The contract may require related work under the 621 bid items.
- (3) Obtain or calculate benchmark data, grades, and alignment from plan information. The engineer will furnish data for the horizontal and vertical control points, control point ties, horizontal alignments, profiles, and elevations. Reestablish, set additional, and maintain the horizontal and vertical control points and control point ties, as needed for bid items.
- (4) Check horizontal and vertical information including but not limited to alignments, locations, elevations, and dimensions, that either the plans show or the engineer provides, for compatibility with existing field conditions. Conduct similar compatibility checks and accuracy checks of horizontal and vertical positions either the department or the contractor establishes in the field.
- (5) Perform survey work using conventional methods, or AMG methods capable of achieving the lines and grades the plans show for the work in question. Establish additional benchmarks and control points as necessary to support the method of operation.

650.3.1.1 Staking

- (1) Furnish, set, reference, and maintain stakes and markings necessary to establish the alignment, location, benchmarks, elevations, and continuous profile-grades for road and structure work as needed for bid items. Supervise and coordinate construction staking.
- (2) Maintain neat, orderly, and complete survey notes, drawings, and computations used in establishing the lines and grades. Make the survey notes and computations available to the engineer within 24 hours, upon request, as the work progresses.
- (3) Furnish surveying equipment, stakes, flags, pins, lath, whiskers, and other materials necessary to perform this work, subject to the engineer's approval.

650.3.1.2 Automated Machine Guidance

650.3.1.2.1 General

- (1) The contractor may substitute AMG for conventional staking on all or part of the work under the individual staking bid items. Coordinate with the engineer throughout the course of construction to ensure that work performed using AMG conforms to the contract tolerances and that the methods employed conform to the contractor's AMG work plan and accepted industry standards. Revert to conventional staking methods for all or part of the work at any point during construction if AMG is producing unacceptable results.

650.3.1.2.2 AMG Work Plan

- (1) Submit a comprehensive written AMG work plan for department review at least 5 business days before the preconstruction conference. In that plan discuss how AMG technology will be integrated into other

technologies employed on the project. List the staking bid items that will have work performed using AMG and, for each bid item listed, include the following:

1. Designate which portions of the contract will be done using AMG and which portions will be done using conventional staking.
 2. Designate a single staff person as the primary contact for AMG technology issues.
 3. List and map the primary and secondary control points required under 105.6.2 enveloping the site.
 4. Describe the contractor's quality control procedures. Include the frequency and type of checks performed to ensure that the work conforms to the contract plans.
- (2) The engineer will review the plan to determine if it conforms to the contract. Do not perform AMG work until the engineer approves the governing portion of the AMG workplan. Perform the work as the contractor's AMG work plan provides. Update the plan as necessary.

650.3.1.2.3 Geometric and Surface Information

650.3.1.2.3.1 Department Responsibilities

- (1) At any time after the contract is awarded the contractor may request the contractor data packet. The department will provide the packet within 5 business days of receiving the contractor's request.

650.3.1.2.3.2 Contractor Responsibilities

- (1) Develop and maintain a contractor construction model for areas of the project employing AMG. Confirm that the resulting model agrees with the contract plans.
- (2) If the engineer requests, provide the construction model to the department in LandXML or other engineer-approved format.

650.3.1.2.4 Managing and Updating Information

- (1) Notify the department of any errors or discrepancies in department-provided information. The department will determine what revisions may be required. The department will revise the contract plans, if necessary, to address errors or discrepancies that the contractor identifies. The department will provide the best available information related to those contract plan revisions.
- (2) Revise the construction model as required to support construction operations and to reflect any contract plan revisions the department makes. Perform checks to confirm that the revised construction model agrees with the contract plan revisions. If the engineer requests, provide construction model updates to the engineer. The department will pay for costs incurred to incorporate contract plan revisions as extra work.

650.3.1.2.5 Construction Checks

- (1) Check the work against the plan elevation at randomly selected points on cross-sections located at stations evenly divisible by 100 at the frequency the engineer approved as a part of the AMG work plan. Submit the results of these random checks to the engineer daily. Notify the engineer immediately if a check exceeds the tolerances specified in 650.3.1.2.6 below.
- (2) Check the work at additional points as the engineer directs. The department may conduct periodic independent checks.

650.3.1.2.6 Construction Tolerances

- (1) Ensure that the finished work vertically matches existing or other completed features. Ensure that the work conforms to revised plan elevations as follows:
- Subgrade : +/- 0.10 feet.
 - Base : within the tolerance specified in 301.3.4.1(2).

650.3.3 Subgrade

Retitle and replace the entire text with the following effective with the December 2018 letting:

650.3.3 Subgrade Staking

- (1) Set construction stakes or marks at intervals of 100 feet, or more frequently, for rural sections and at intervals of 50 feet, or more frequently, for urban sections. Include additional stakes at each cross-section as necessary to match the plan cross-section, achieve the required accuracy, and to support construction operations. Also set and maintain stakes as necessary to establish the horizontal and vertical positions of intersecting road radii, auxiliary lanes, horizontal and vertical curves, and curve

transitions. Locate stakes to within 0.25 feet horizontally and establish the grade elevation to within 0.03 feet vertically.

NOT FOR BIDDING PURPOSES

Errata

520.3.3 Laying Pipe

Correct errata by replacing "sections" with "joints" to clarify the intent that the last 3 joints need ties.

- (5) Provide joint ties on the upstream and downstream ends of circular and horizontal elliptical concrete culvert and concrete cattle pass installations. Tie the next 3 pipe joints or, if using apron endwalls, the endwall joint and the last 2 pipe joints. Ties are not required on culverts with masonry endwalls unless the plans show otherwise.

608.3.3 Laying Pipe

Correct errata by replacing "sections" with "joints" to clarify the intent that the last 3 joints need ties.

- (5) Provide joint ties on concrete storm sewer system infall and outfall pipes. Tie the last 3 pipe joints or, if using apron endwalls, the endwall joint and the next 2 pipe joints. Ties are not required on installations with masonry endwalls unless the plans show otherwise.

NOT FOR BIDDING PURPOSES

NOT FOR BIDDING PURPOSES

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).

NOT FOR BIDDING PURPOSES

Effective August 2015 letting

BUY AMERICA PROVISION

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials 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 this 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. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

<https://wisconsin.gov/rdwy/cmm/cm-02-28.pdf>

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<https://wisconsin.gov/hcciDocs/contracting-info/ws4567.doc>

EXHIBITS

Parcel 38

Removal, Grading, Backfill

Floor Plan

Photos

Location Map

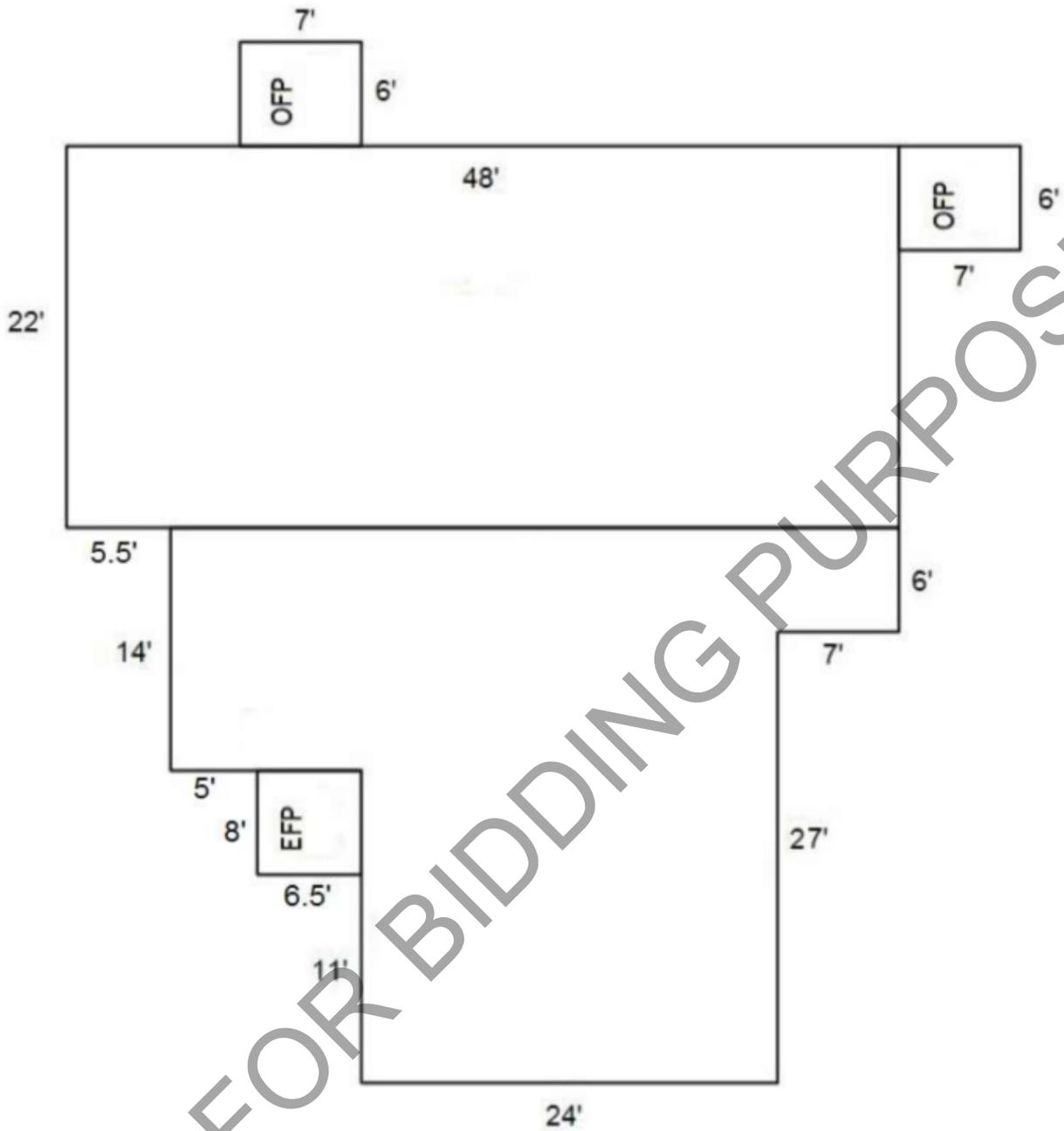
Transportation Project Plat

REMOVE: 6897 State Road 76, STH 76, Town of Vinland – Raze and removal of One-story building, built in 1900. 2,051 square feet. Bar / Restaurant with attached living quarters. The northern section does not include a basement. The southern section includes a basement. The building has exterior walls of a stud frame construction covered with wood siding and has warmed and cooled air. The exterior walls are covered with a variety of siding types with a mix of aluminum, shake, hardboard, and log. The roof is covered with asphalt composition shingles. The northern section has an eastern end with an ornamental parapet that extends above the roofline and a western section with a hip design. The southern section has a gable roof. The northern section of the building has epoxy flooring, wood panel wainscoting followed by plastered and painted interior walls, and a plastic panel drop ceiling. Along the northern wall of this section is a long bar. To the west are the men's and women's restrooms. To the east is a small grill/kitchen area. The adjoining area of the southern section includes storage area, a built in walk-in cooler, and a kitchen prep area. The remainder of the southern section of the building is a living-quarters that has one bedroom, a living room, a small galley style kitchen, and a bathroom with a tub/shower. The building has a forced air furnace, central air unit, a wall air conditioning unit, and a hot water heater. Well, paving, lighting to be cleared. Shed, Detached Garage and Mound system to remain in place

GRADING: As directed by the State Department of Transportation inspector. Reference Special Provisions – Article 2 – Item #5.

BACKFILL: Reference Subsection 204.3.1.2 of the Standard Specification; Septic Tank – granular material; Well-concrete or other material acceptable to Wisconsin Department of Natural Resources. Furnish backfill meeting the requirements of Standard Specification 209.

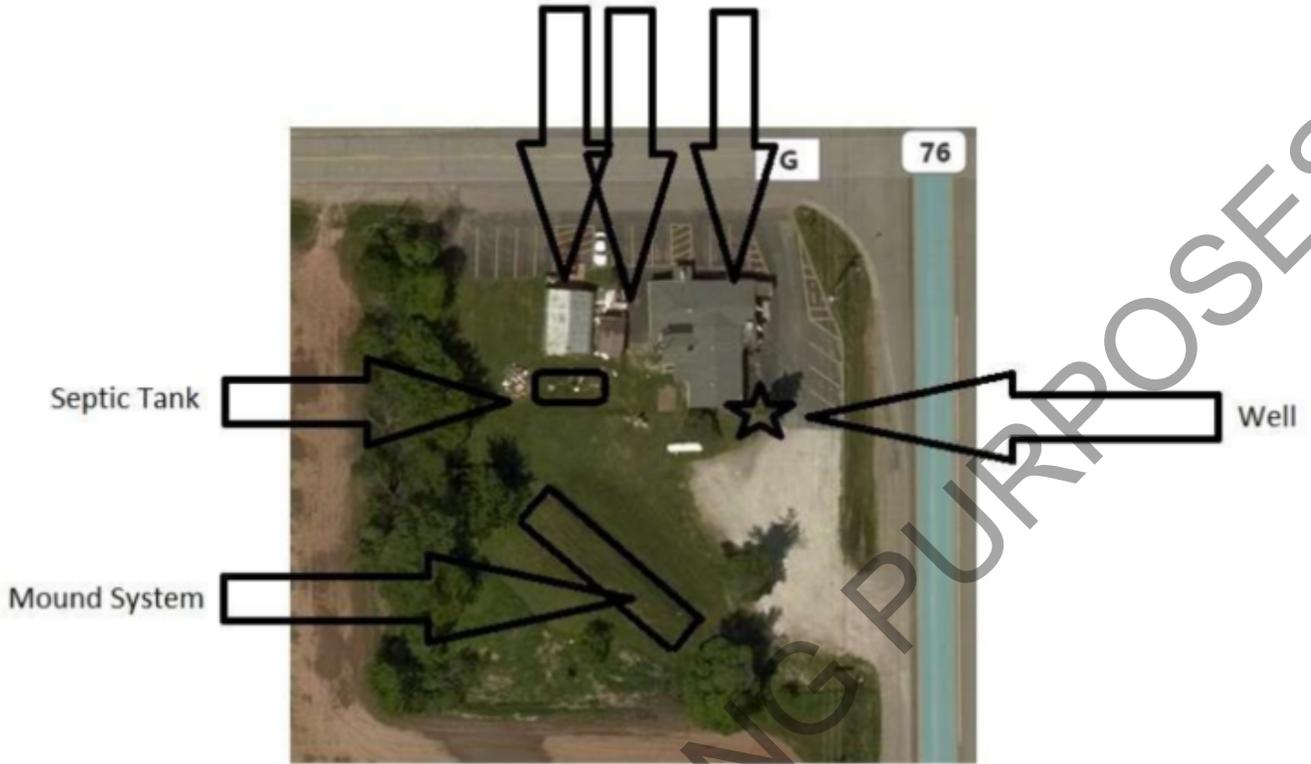
Appraisers' Building Sketch



NOT FOR BIDDING PURPOSES

Appraisers' Site Sketch

Garage Shed Building



Taken by John Barnack on November 22, 2016

View of the subject property on the southern side of County G, looking westerly from near the intersection with State Road 76



View of the subject property on the southern side of County G, looking easterly towards the intersection with State Road 76



Photos of the Subject Property
Taken by John Barnack on November 22, 2016

View of the subject property on the western side of State Road 76, looking northerly towards the intersection with County G



View of the northern (front) and eastern sides of the building, looking southwesterly



Photos of the Subject Property
Taken by John Barnack on November 22, 2016

View of the eastern and southern (rear) sides of the building, looking northwesterly.
Note the well pipe near the southeastern corner of the building



View of the western and southern (rear) sides of the building, looking northeasterly



Photos of the Subject Property
Taken by John Barnack on November 22, 2016

View of the bar area in the northern section of the building, looking easterly



View of the grill area along the eastern end of the bar area

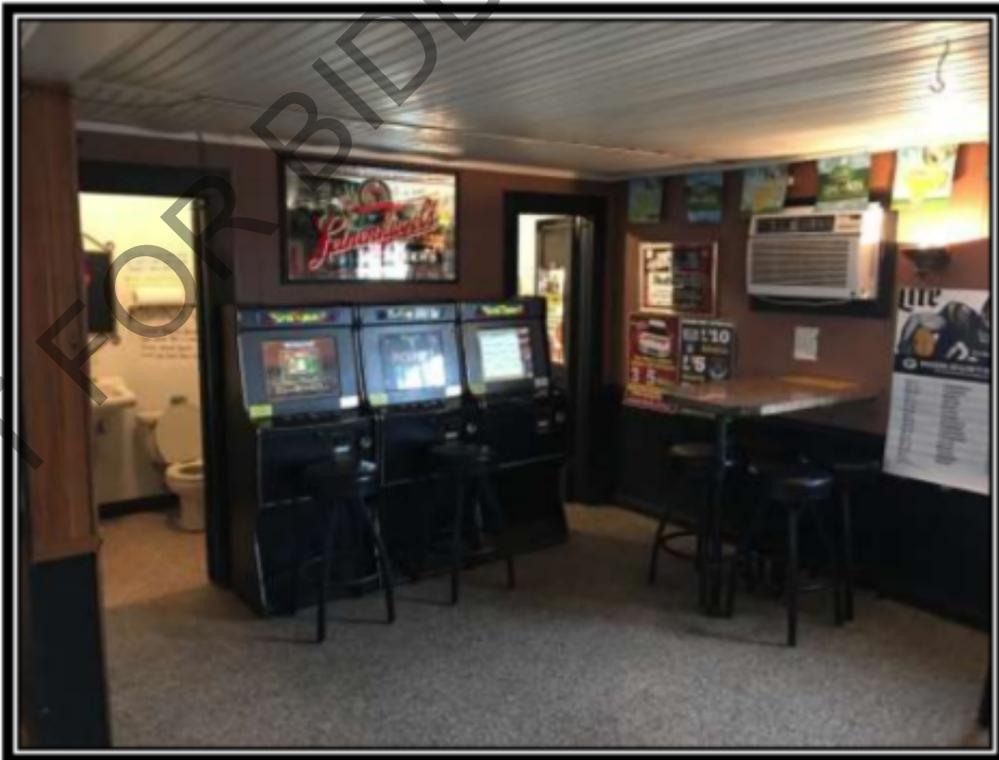


Photos of the Subject Property
Taken by John Barnack on November 22, 2016

View of the back-bar area, looking westerly

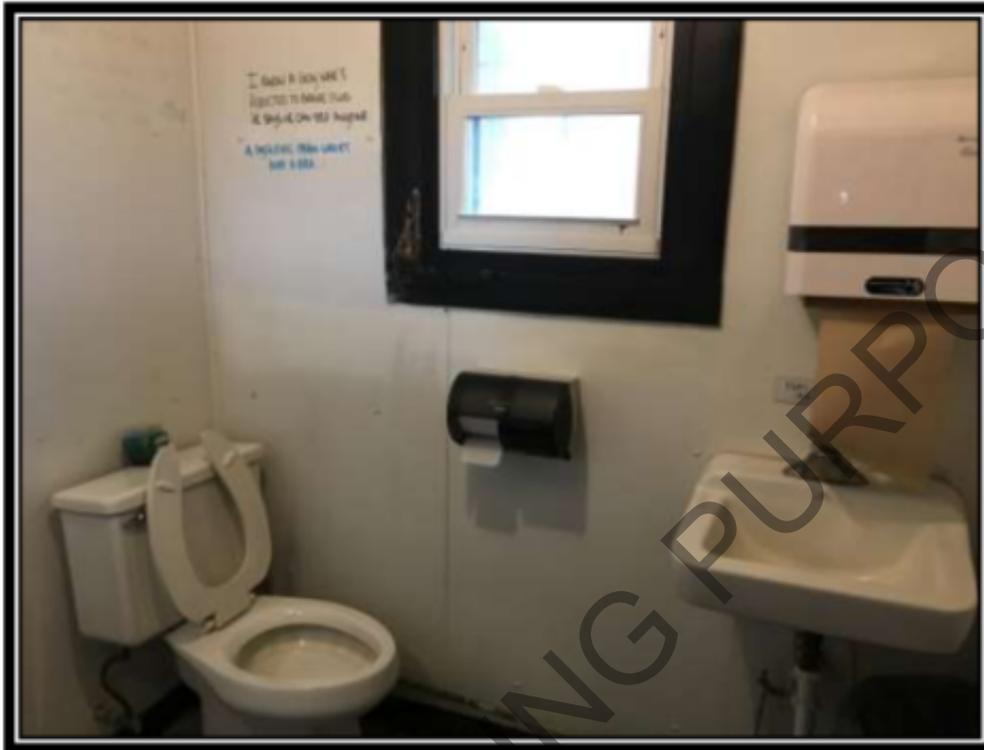


View of the western end of the bar area at the bathrooms



Photos of the Subject Property
Taken by John Barnack on November 22, 2016

View of a bathroom in the bar area



View of the storage area along the eastern sidewall to the rear of the bar area



Photos of the Subject Property
Taken by John Barnack on November 22, 2016

View of the walk-in cooler accessible from the storage area



View of the food prep and storage area to the west of the storage area and to the rear of the bar area



Photos of the Subject Property
Taken by John Barnack on November 22, 2016

View of the entrance and kitchen area to the living quarters in the southern (rear) section of the building

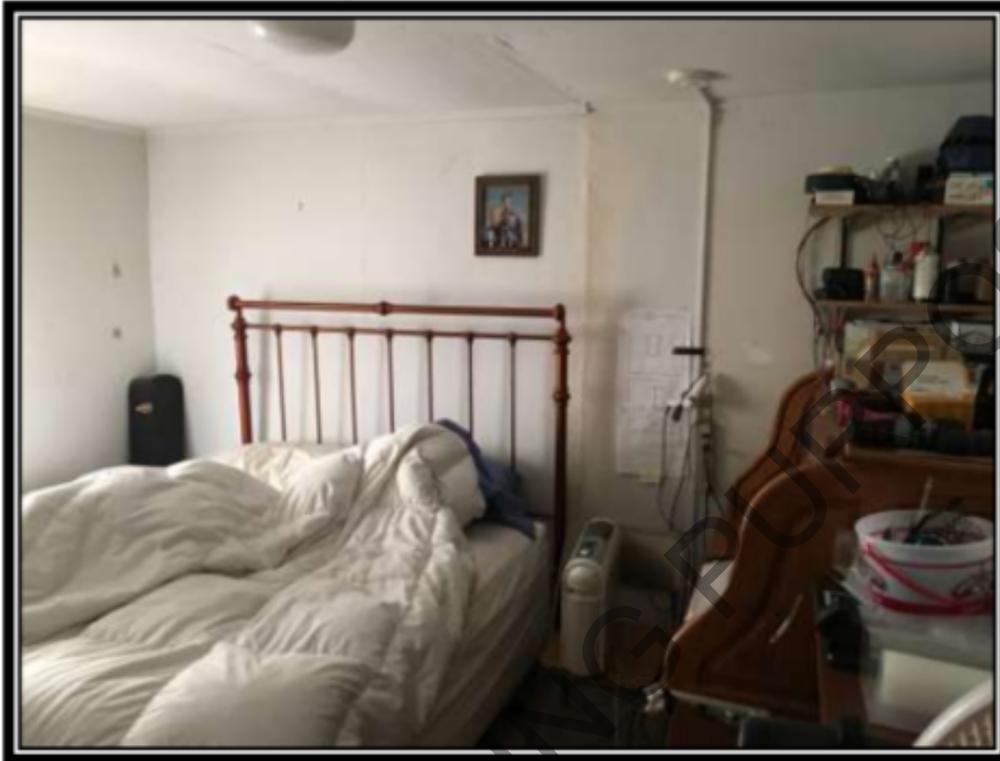


View of the bathroom along the western sidewall to the north of the entrance

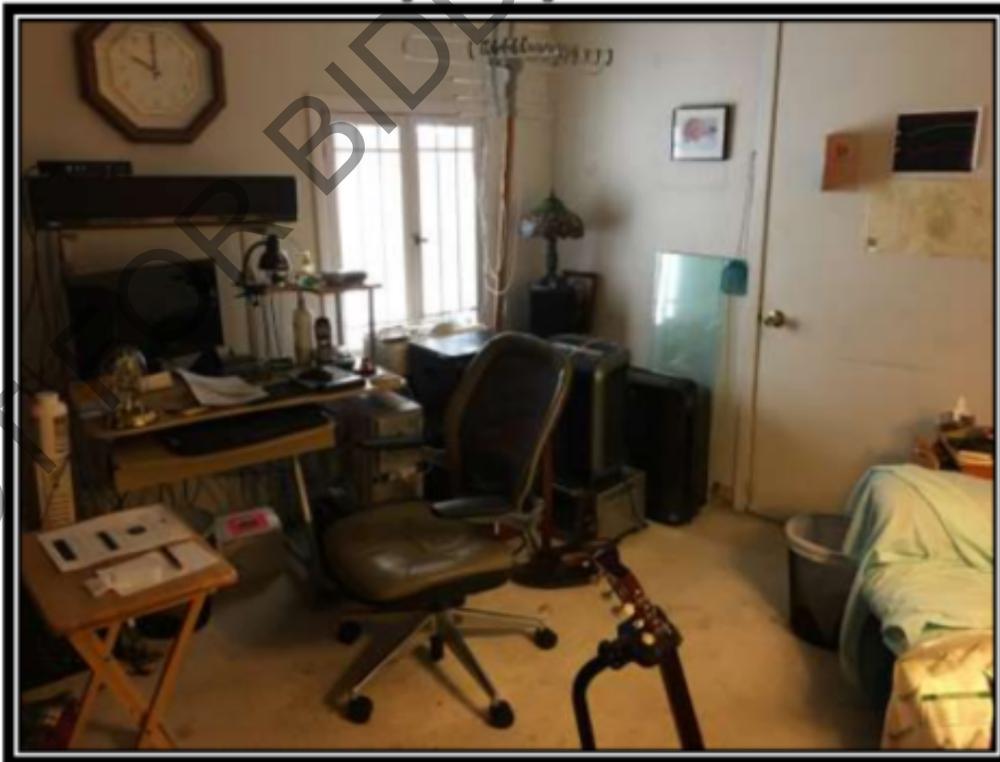


Photos of the Subject Property
Taken by John Barnack on November 22, 2016

View of the bedroom along the western sidewall to the south of the kitchen area



View of the living room along the eastern sidewall



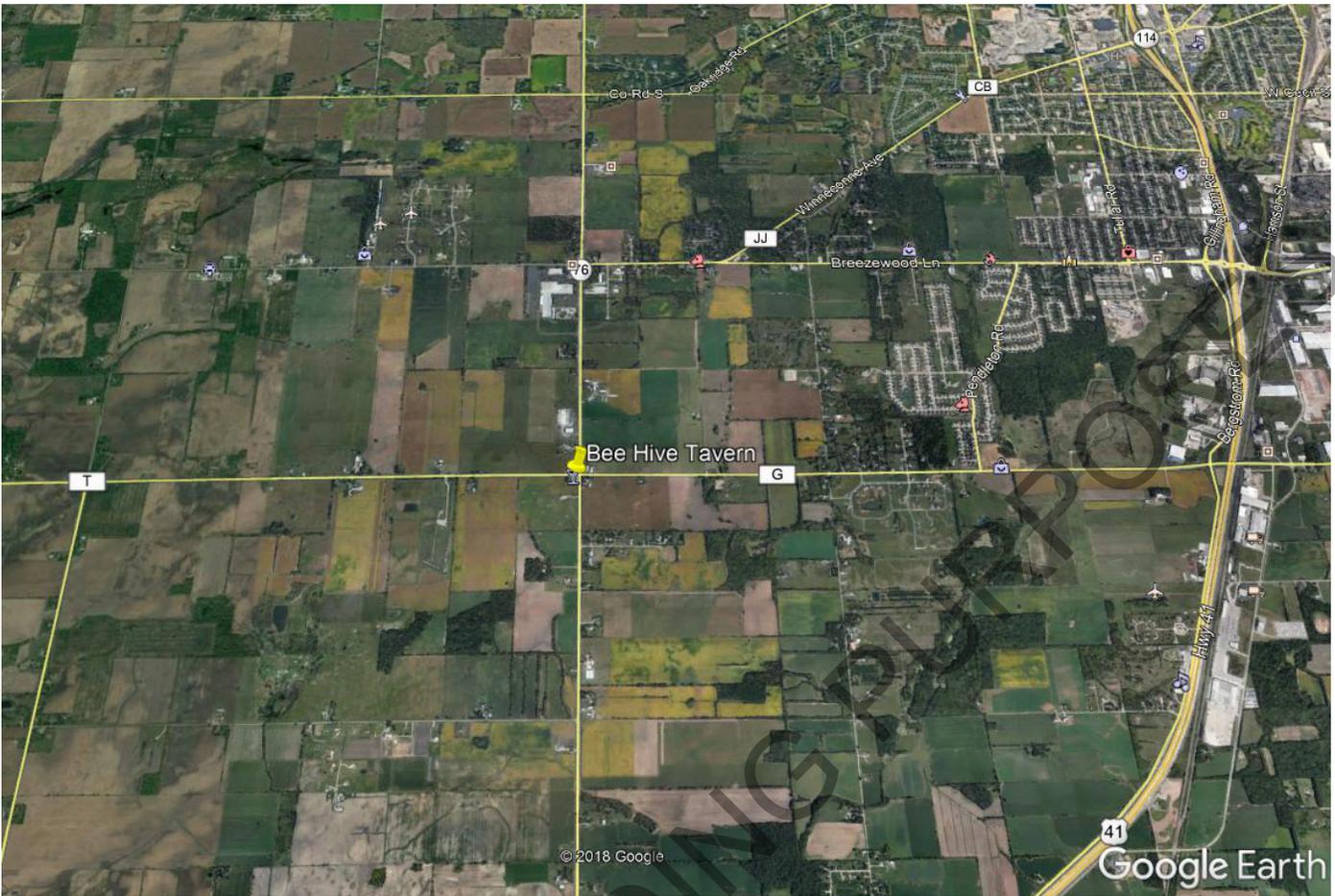
Photos of the Subject Property
Taken by John Barnack on November 22, 2016

View of the basement beneath the southern section of the building



View of the basement beneath the southern section of the building





Transportation Project Plat

TRANSPORTATION PROJECT PLAT NO: 6430-12-21 - 4.12

THAT PART OF THE NE1/4-NE1/4 OF SECTION 11 AND PART OF THE SE1/4-SE1/4 OF SECTION 2 ALL LOCATED IN T19N, R16E, IN THE TOWN OF VINLAND, WINNEBAGO COUNTY, WISCONSIN.

RELOCATION ORDER STH 76 - USH 41 - CTH JJ, WINNEBAGO COUNTY, WISCONSIN.

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, IMPROVE OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE WISCONSIN DEPARTMENT OF TRANSPORTATION DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 84.02 (3), 84.09, AND 84.30, WISCONSIN STATUTES, THE DEPARTMENT OF TRANSPORTATION HEREBY ORDERS THAT:
1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE DEPARTMENT FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE STATE OF WISCONSIN, PURSUANT TO THE PROVISIONS OF SECTION 84.09 (1) OR (2), WISCONSIN STATUTES.

EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE:

EXISTING HIGHWAY RIGHT-OF-WAY FOR STH 76 ESTABLISHED FROM PREVIOUS PROJECT 6432-4-23.

EXISTING ACCESS CONTROL ALONG STH 76 HAS BEEN ESTABLISHED FROM PREVIOUS WISDOT PROJECT 6432-4-23.

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), WINNEBAGO COUNTY, NAD 83 (2007) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

FOR ADDITIONAL INFORMATION REFER TO THE TITLE SHEET, RECORDED AS SHEET 2 OF 2, OF DOCUMENT #1722139.

SCHEDULE OF LANDS & INTERESTS REQUIRED

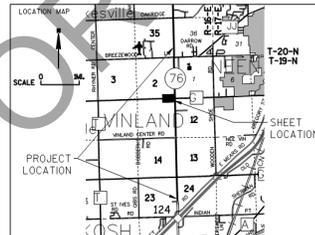
PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	R/W ACRES REQUIRED			TITLE ACRES
			NEW	EXISTING	TOTAL	
36	WOODWARD COMMUNICATIONS, INC.	FEE	0.226	0.454	0.680	--
38	ANGELA GARVENS, DONALD J. GARVENS, JR., AND PAMELA GARVENS	FEE/TITLE/ACCESS RIGHTS	0.259	--	0.259	0.059
39	KUEHN FARM, INC.	FEE	0.408	0.454	0.862	--

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE DEPARTMENT.

UTILITY NUMBER	UTILITY SCHEDULE & INTEREST	PARCEL AFFECTED	INTEREST REQUIRED
80	WISCONSIN BELL, INC B/B/O AT&T WISCONSIN	38 - NO EASEMENT OF RECORD	RELEASE OF RIGHTS
83	WISCONSIN PUBLIC SERVICE CORPORATION	38 - NO EASEMENT OF RECORD	RELEASE OF RIGHTS

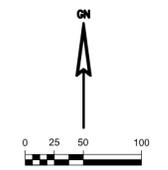
R/W POINT	STATION	OFFSET	Y	X
230	438+21.45	68.01 L	517,938.301	791,408.199
244	439+01.30	60.47 L	518,018.476	791,406.303
245	439+62.91	86.92 L	518,106.151	791,380.145
246	208+93.74	47.09 R	518,145.173	791,336.899
247	208+00.00	40.00 R	518,145.173	791,246.951
248	205+82.30	50.00 R	518,125.189	791,026.409
249	205+00.00	50.00 R	518,128.009	790,944.156
250	201+88.41	34.28 R	518,150.673	790,634.528
251	201+88.41	31.72 L	518,216.673	790,634.247
252	204+46.13	64.74 L	518,244.506	790,894.844
253	207+88.38	17.17 L	518,253.520	791,227.752
254	208+99.85	59.05 L	518,248.521	791,351.020
255	441+80.54	72.95 L	518,288.480	791,416.031

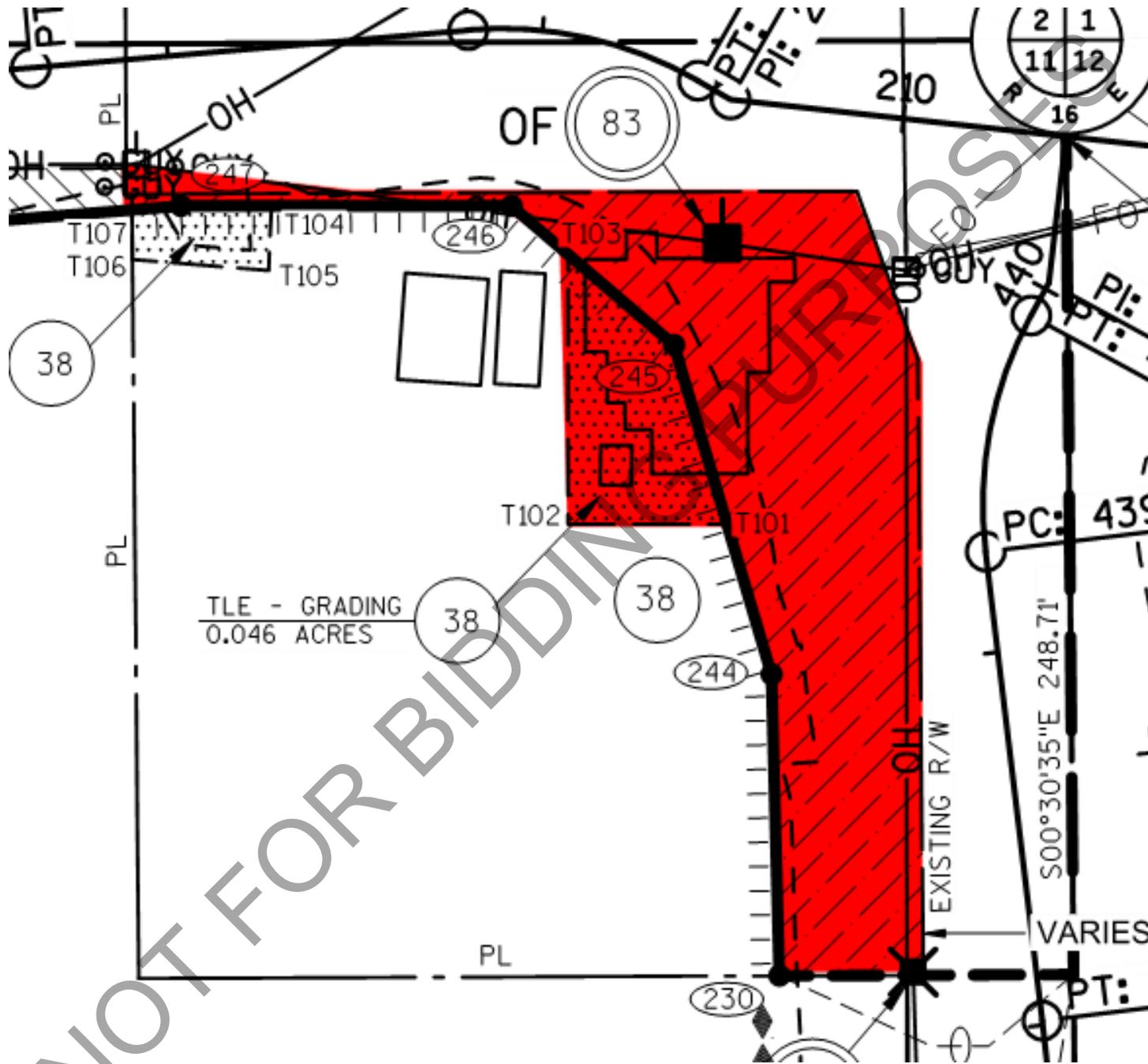
COURSE	BEARING	DISTANCE
230-244	N01°29'51"W	80.20'
244-245	N8°29'32"W	91.44'
245-246	N49°26'04"W	56.93'
246-247	N90°00'00"W	87.94'
248-249	N88°02'10"W	82.30'
253-254	S87°40'00"E	123.37'
254-255	N58°25'22"E	76.21'



CTH G ALIGNMENT INFORMATION		STH 76 ALIGNMENT INFORMATION	
PI = STA 200+00.00	DA = N85°03'17"E	PI = STA 437+47.48	DA = N86°53'15"W
Y = 518,84,149	PI = STA 209+66.52	Y = 518,194,059	DA = N86°53'15"W
X = 790,445,974	Y = 518,192,758	X = 791,488,204	
DA = N89°45'24"E	PI = STA 202+84.73	DA = N86°53'15"W	
Y = 518,185,358	Y = 518,120,101	PI = STA 439+60.49	
X = 790,120,101	R = 105.40'	Y = 518,084,491	
Δ = 0°12'26"	LC = 62.80'	X = 791,459,041	
T = 96.32'	LC = 577.35+91'E	Δ = 35°29'39"	
L = 192.61'	PC = 208+80.12	T = 33.60'	
R = 5000.00'	PT = 209+43.70	L = 65.05'	
LC = 192.60'	DA = N60°12'55"E	LC = 64.00'	
LCB = S89°08'23"E	PI = STA 209+53.70	LCB = N10°51'35"E	
PT = 203+81.02	Y = 518,171,518	PT = 439+26.88	
DA = S88°02'10"E	X = 791,335,189	PT = 439+94.23	
PI = STA 206+72.98	DA = S83°41'07"E	PI = STA 440+01.93	
Y = 518,172,033	PI = STA 210+88.38	Y = 518,254,105	
X = 791,118,723	Y = 518,195,704	X = 791,495,342	
Δ = 86°59'09"	X = 791,529,035	DA = N06°41'52"E	
T = 90.65'	PI = STA 441+34.16	PI = STA 441+34.16	
R = 1500.00'	Y = 518,254,105	X = 791,495,342	
LC = 180.79'	LCB = N88°30'33"E	DA = N09°00'39"W	
LCB = 205+82.40	PT = 207+43.29	PI = STA 442+07.12	
PT = 207+43.29		Y = 518,226,185	

1723863
REGISTER'S OFFICE
WINNEBAGO COUNTY, WI
RECORDED ON
09/26/2016 1:51 PM
CHRISTOPHER LARSON
DEPUTY REGISTER OF DEEDS
RECORDING FEE 25.00
PAGES: 1
RESERVED FOR REGISTER OF DEEDS
PROJECT NUMBER 6430-12-21 - 4.12
AMENDMENT NO:





Project 6430-12-21, Parcel 38, 6897 State Road 76, STH 76, Town of Vinland, Winnebago County

NOT FOR BIDDING PURPOSES

BID FORM INSTRUCTIONS

(Please Read Carefully)

Option A: THE BIDDER INTENDS TO MAKE PAYMENT TO THE STATE OF WISCONSIN.

Option B: THE BIDDER INTENDS TO RECEIVE PAYMENT FROM THE STATE OF WISCONSIN.

1. Under the column entitled "Option A," insert the amount, if any, in numerals (dollars and cents) for each parcel that the bidder intends to pay the State of Wisconsin.
2. Under the column entitled "Option B," inset the amount, if any, in numerals (dollars and cents) for each parcel that the bidder intends to be paid by the State of Wisconsin.
3. A bid of \$0.00 is acceptable.
4. Bidder must bid on each parcel but only under one option per parcel.
5. A bid, which lists an amount under both options, will be considered an irregular bid and rejected.
6. Bidder must either leave blank or line out the blank under the option for which the bidder does not submit a bid.
7. The contract, if awarded, will be awarded based on the bid most favorable to the Department. A combined net bid is the difference between bids under Option A and Option B. Therefore, in the "Total Bid or Combined Net Bid" row on the Bid Proposal, if you bid under only one option for all parcels, enter the total amount. If you bid under Option A for some parcels and Option B for other parcels, enter the difference between the two bids. (Reference Article 6, Award of Contract)
8. The bid proposal shall remain completely intact when submitted.
9. A SEPARATE CERTIFIED CHECK, BANK'S DRAFT, BANK'S CHECK, OR POSTAL MONEY ORDER FOR THE BID AMOUNT IN THE "OPTION A" SUBTOTAL COLUMN SHALL BE ATTACHED TO THE BID PROPOSAL.
10. **PROPOSAL GUARANTY** (see Subsection 102.8 of the Standard Specifications). **ONE OF THE FOLLOWING NEEDS TO BE COMPLETED BY THE BIDDER AND RETURNED WITH THE BID PROPOSAL: (1)** a properly executed Bid Bond (form to be used is found near the front of this proposal – *do not* remove from bid proposal); **or (2)** a properly executed Annual Bid Bond (form to be used is found near the front of this proposal – *do not* remove from bid proposal); **or (3)** a separate certified check, bank's draft, bank's check, or postal money order in the amount of the proposal guaranty that is to be attached to the second page of this bid proposal under "Please Attach Proposal Guaranty Here."

Note: Deposit a valid surety bond with the department in the amount designated on the bond form covering both performance and payment. Submit the contract bond on a department-furnished form. This is also stated in standard spec 103.5.

BID PROPOSAL

Project I.D. 6430-12-21, Parcel 38, 6897 State Road 76, Neenah, Winnebago County, WI

Project/Parcel Number	Option A – Contractor to Pay WisDOT	Option B – Contractor to Receive Payment from WisDOT
6430-12-21 Parcel 38	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Option A Total:	\$	////////////////////////////////////
		Option B Total: \$
		Total Bid or Combined Net Bid \$

PLEASE NOTE: A separate Certified Check, Bank's Draft, Bank's Check, or Postal Money Order for the Bid Amount in the "Option A" subtotal column shall be attached to this Bid Proposal – see *Bid Form Instructions* for specific information.

_____ (_____) _____
Firm Name Telephone Number with Area Code (where you can be reached during business hours)

Check box if Bidding Contractor is a Certified Asbestos Abatement Contractor and will perform the required asbestos removals under this contract, **OR** complete the following:

IF APPLICABLE:

I will use the following Licensed Asbestos Abatement Subcontractor to perform the required asbestos removal under this Contract:
Name:
Address:
Phone:

PLEASE ATTACH SCHEDULE OF ITEMS HERE

NOT FOR BIDDING PURPOSES