

HIGHWAY WORK PROPOSAL – RAZING AND REMOVING

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

Proposal Number:

Ø 1

COUNTY	STATE PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
Dane	5410-02-21	Stoughton – Madison 4001 Terminal Drive & USH 51	USH 51

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: August 30, 2016 Time (local time): 2:00 PM	Firm name, address, city, state, zip
Contract completion time 30 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)

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

 (Date Commission Expires)

 (Bidder Signature)

 (Print or Type Bidder Name)

 (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**

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

NOTARY FOR SURETY

(Date)

(Date)

State of Wisconsin)
)
 _____ County) ss.

State of Wisconsin)
)
 _____ County) ss.

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

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

(Signature, Notary Public, State of Wisconsin)

(Signature, Notary Public, State of Wisconsin)

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

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

(Date Commission Expires)

(Date Commission Expires)

Notary Seal

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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)

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 5410-02-21, Stoughton – Madison, 4001 Terminal Drive & USH 51, USH 51, Dane 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 2016 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 2017 Edition is available for browsing, download, or to place an order for a hard copy at:

<http://wisconsin.gov/Pages/doing-business/eng-consultants/cnslt-rsrcs/rdwy/stnds-spec.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 buildings, disposing of all material and debris, removing all miscellaneous land improvements, if any, placing compacted backfill in the exposed basements and openings resulting from the removal of the buildings, and grading the vacant site. (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.

Disconnect the present sanitary sewer or septic system and 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 buildings and backfill the resulting exposed openings at the following locations:

<u>Project</u>	<u>Parcel</u>	<u>Type of Building</u>	<u>Address</u>
5410-02-21	NA	One-story building 975+/- SF with one bathroom, aluminum siding exterior, and sitting on a concrete slab with no basement. A small shed also to be removed. Water and sewer to be disconnected. Driveway and parking lot to be removed. All trees and brush to be removed. Grade, shape and finishing items.	4001 Terminal Drive, McFarland, WI 53558

Perform the following:

1. Remove the structure from the premises.
2. 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 disconnect well and septic systems. In accordance to state laws

and administrative rules, licensed well driller and pump installer contractors shall accomplish all water well disconnects.

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, SW Region, Attn: Teri Weil, 2101 Wright Street, Madison, WI 53704, Phone 608-246-5357, 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. Preparation of Proposal.

Add the following to standard spec 102.6.:

The bidder shall submit his bid on the forms contained herein and return this **entire** original document completely intact when submitting the bid. Bids submitted on copies of the document may be grounds for rejection.

6. 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.

7. 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.

8. 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.

9. 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.*

10. Traffic.

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

11. 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.

12. Protection of Streams, Lakes and Reservoirs.

Standard spec 107.18 shall apply.

13. 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.

14. Asbestos Removal.

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.

15. Notice to Department of Natural Resources.

When required, notify the Bureau of Air Management, Asbestos Coordinator of the Department of Natural Resources (DNR) located at P.O. Box 7921, Madison, WI 53707, 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-SW Region - Attn: Teri Weil, 2101 Wright Street, Madison, WI 53704.

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.

16. 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.

17. 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.

18. 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.

19. 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.

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.

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

Make the following revisions to the standard specifications:

450.3.2.1 General

Replace the entire text with the following effective with the June 2016 letting:

450.3.2.1.1 Preparation and Paving Operations

- (1) Do not place asphaltic mixture when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 36 F for upper layers or 32 F for lower layers unless the engineer allows in writing. The contractor should place HMA pavement for projects in the northern asphalt zone between May 1 and October 15 inclusive and for projects in the southern asphalt zone between April 15 and November 1 inclusive. CMM 4-53 figure 2 defines asphalt zones. Notify the engineer at least one business day before paving.
- (2) Unless the contract specifies otherwise, conform to the following:
 - Keep the road open to all traffic during construction.
 - Prepare the existing foundation for treatment as specified in 211.
 - Incorporate loose roadbed aggregate as a part of preparing the foundation, in shoulder construction, or dispose of as the engineer approves.
- (3) Place asphaltic mixture only on a prepared, firm, and compacted base, foundation layer, or existing pavement substantially surface-dry and free of loose and foreign material. Do not place over frozen subgrade or base, or where the roadbed is unstable.

450.3.2.1.2 Cold Weather Paving

450.3.2.1.2.1 General

- (1) Conform to these cold weather paving provisions for work performed under the following:
 - The 460 HMA Pavement bid items.
 - The 465 Asphaltic Surface bid items.
 - Special provisions that require placing mixture conforming to the contract requirements under 460 for HMA pavement or under 465 for asphaltic surface.

450.3.2.1.2.2 Cold Weather Paving Plan

- (1) Submit a written cold weather paving plan to the engineer at the preconstruction meeting. In that plan outline material, operational, and equipment changes for paving when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 40 F. Include the following:
 - Use a department-accepted HMA mix design that incorporates a warm mix additive from the department's approved products list. Do not use a foaming process that introduces water into the mix.
 - Identify the warm mix additive and dosage rate.
 - Identify modifications to the compaction process and when to use them.
- (2) Engineer written acceptance is required for the cold weather paving plan. Engineer acceptance of the plan does not relieve the contractor of responsibility for the quality of HMA pavement placed in cold weather except as specified in 450.5.2(3).

450.3.2.1.2.3 Cold Weather Paving Operations

- (1) Do not place asphaltic mixture when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 40 F unless a valid engineer-accepted cold weather paving plan is in effect.
- (2) If the national weather service forecast for the construction area predicts ambient air temperature less than 40 F at the projected time of paving within the next 24 hours, confirm or submit revisions to the cold weather paving plan for engineer validation. Update the plan as required to accommodate the conditions anticipated for the next day's operations. Upon validation of the plan, the engineer will allow paving for the next day. Once in effect, pave conforming to the engineer-accepted cold weather paving plan for the balance of that work day or shift regardless of the temperature at the time of paving.

450.4 Measurement

Add the following as paragraph three effective with the June 2016 letting:

- (3) The department will measure HMA Cold Weather Paving by the ton of HMA mixture placed conforming to an engineer-accepted cold weather paving plan.

450.5 Payment

Replace the entire text with the following effective with the June 2016 letting:

450.5.1 General

- (1) All costs of furnishing, maintaining, and operating the truck scale or other weighing equipment and furnishing the weigh tickets are incidental to the contract.
- (2) Nonconforming material allowed to remain in place is subject to price adjustment under 105.3.2.
- (3) Full-depth sawing to remove integrally placed safety edge where not required is incidental to the contract.
- (4) The contractor is responsible for the quality of HMA placed in cold weather.

450.5.2 Cold Weather Paving

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

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
450.4000	HMA Cold Weather Paving	TON

- (2) Payment for HMA Cold Weather Paving is full compensation for additional materials and equipment specified for cold weather paving under 450.3.2.1.2 including costs for preparing, administering, and following the contractor's cold weather paving plan. The department will not pay for HMA Cold Weather Paving for HMA placed as follows:
 - If the lot density is less than the minimum specified in table 460-3 for mixture placed under 460.
 - On days when the department is assessing liquidated damages.
- (3) If because of an excusable compensable delay under 108.10.3, the engineer directs the contractor to pave when the temperature is less than 36 F for the upper layer or less than 32 F for lower layers, the department:
 - Will relieve the contractor of responsibility for damage and defects the engineer attributes to cold weather paving.
 - Will not assess disincentives for density or ride.
- (4) If HMA pavement is placed under 450.3.2.1.2 and the HMA Cold Weather Paving bid item is not in the contract, the department will pay for the additional costs specified in 450.5.2(2) as extra work. The department will pay separately for providing HMA pavement and HMA surface under 460.5, 465.5, and the contract special provisions.

460.3.4 Cold Weather Paving

Delete the entire subsection effective with the June 2016 letting:

460.5.1 General

Replace the entire text with the following effective with the June 2016 letting:

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

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
460.5000 - 5999	HMA Pavement (gradation) LT (binder)(designation)	TON
460.6000 - 6999	HMA Pavement (gradation) MT (binder)(designation)	TON
460.7000 - 7999	HMA Pavement (gradation) HT (binder)(designation)	TON
460.8000 - 8999	HMA Pavement (gradation) SMA (binder)(designation)	TON
460.2000	Incentive Density HMA Pavement	DOL

460.5.2.2 Disincentive for HMA Pavement Density

Replace paragraph two with the following effective with the June 2016 letting:

- (2) The department will not assess density disincentives for pavement placed in cold weather because of a department-caused delay as specified in 450.5.2(3).

460.5.2.4 Cold Weather Paving

Delete the entire subsection effective with the June 2016 letting:

501.2.6 Fly Ash

Replace paragraph four with the following effective with the July 2016 letting:

- (4) Use only one source of fly ash for a bid item of work under the contract, unless the engineer directs or allows otherwise in writing.

550.5.2 Piling

Add the following as paragraph three effective with the December 2015 letting:

- (3) The department will not entertain a change order request for a differing site condition under 104.2.2.2 or for a quantity change under 104.2.2.4.3 for the Piling bid items. Instead the department will adjust pay under the Piling Quantity Variation administrative item if the total driven length of each size is less than 85 percent of, or more than 115 percent of the contract quantity as follows:

Percent of Contract Length Driven	Pay Adjustment
< 85	(85% contract length - driven length) x 20% unit price
> 115	(driven length - 115% contract length) x 5% unit price

643.2.1 General

Replace paragraph two with the following effective with the December 2015 letting:

- (2) Use reflective sheeting from the department's approved products list on barricades, drums, and flexible tubular marker posts.

715.3.1.2.1 General

Replace paragraph one with the following effective with the July 2016 letting:

- (1) Designate the location and size of all lots before placing concrete. Ensure that no lot contains concrete of more than one mix design or placement method defined within 715.3.1.2 as follows:

- Mix design change** A modification to the mix requiring the engineer's approval under 710.4(5).
For paving mixes, a source change under item 1 of 710.4(5) for fly ash of the same class that does not require a modification under items 2 through 4 of 710.4(5) does not constitute a mix design change.
- Placement method** Either slip-formed, not slip-formed, or placed under water.

Errata

Make the following corrections to the standard specifications:

460.2.7 HMA Mixture Design - TABLE 460-2 MIXTURE REQUIREMENTS

Correct errata in the Fractured Faces row of table 460-2 to reference ASTM D5821.

Fractured Faces (ASTM D5821) (one face/2 face, % by count)	60 / __	65 / __	75 / 60	85 / 80	98 / 90	100/100	100/90
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Correct errata in footnote two of table 460-2 to reference AASHTO M323.

^[2] For a gradation that passes below the boundaries of the caution zone (ref. AASHTO M323), the dust to binder ratio limits are 0.6 - 1.6.

641.2.9 Overhead Sign Supports

Correct errata adding back accidentally deleted paragraphs one through three.

- (1) Provide commercially fabricated overhead sign supports conforming to AASHTO design and fabrication standards for structural supports for highway signs, luminaires, and traffic signals. Use a design life of 50 years with a wind importance factor of 1.00. Design to withstand a 3 second gust wind speed of 90 mph. Do not use the methods of appendix C of those AASHTO standards.
- (2) Design structures, listed as applicable structure types in the AASHTO standards, to the fatigue category criteria as follows:
 1. Structures carrying variable message signs:
 - Category I criteria for structures over all roadway types.
 2. Structures carrying type II or III signs:
 - Category I criteria for structures used over highways and free flow ramps.
 - Category II criteria for structures with arms greater than 30 feet used over local roads and city streets.
 - Category III criteria for structures with arms 30 feet or less used over local roads and city streets.
- (3) Use the posted speed limit of the roadway beneath the structure for truck-induced gusts.
- (4) Submit shop drawings identified by structure number, design computations, and material specifications, to the engineer before erecting sign supports. Provide tightening procedures for mast arm or luminaire arm to pole shaft connections on the shop drawings. Have a professional engineer registered in the state of Wisconsin sign, seal, and date the shop drawings and certify that the design conforms to AASHTO standards and the contract.
- (5) Provide steel pole shafts and mast arms zinc coated according to ASTM A123. Provide tapered pole and arm shafts with a minimum taper of 0.14 inch per foot for single-member vertical and single-member horizontal structure components. Provide bolts and other hardware conforming to 641.2.2.

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).

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.

<http://wisconsindot.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:

<http://wisconsindot.gov/hcciDocs/contracting-info/ws4567.doc>

EXHIBITS
ID 5410-02-21

Removal, Grading, Backfill

Photos

Location Map

Asbestos Inspection Report

REMOVE:

One-story building 975+/- SF with one bathroom, aluminum siding exterior, and sitting on a concrete slab with no basement. A small shed also to be removed. Water and sewer to be disconnected. Driveway and parking lot to be removed. All trees and brush to be removed. Grade, shape and finishing items.

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 Specifications

PHOTOGRAPHS OF THE SUBJECT PROPERTY



Building exterior



Lab Room

ID 5410-02-21, 4001 Terminal Drive, Village of McFarland, Dane County, WI 53558



Office



Electrical Panel

ID 5410-02-21, 4001 Terminal Drive, Village of McFarland, Dane County, WI 53558



Shed



Driveway/Parking Lot

ID 5410-02-21, 4001 Terminal Drive, Village of McFarland, Dane County, WI 53558



Trees to be removed to the north

SUBJECT AERIAL VIEW

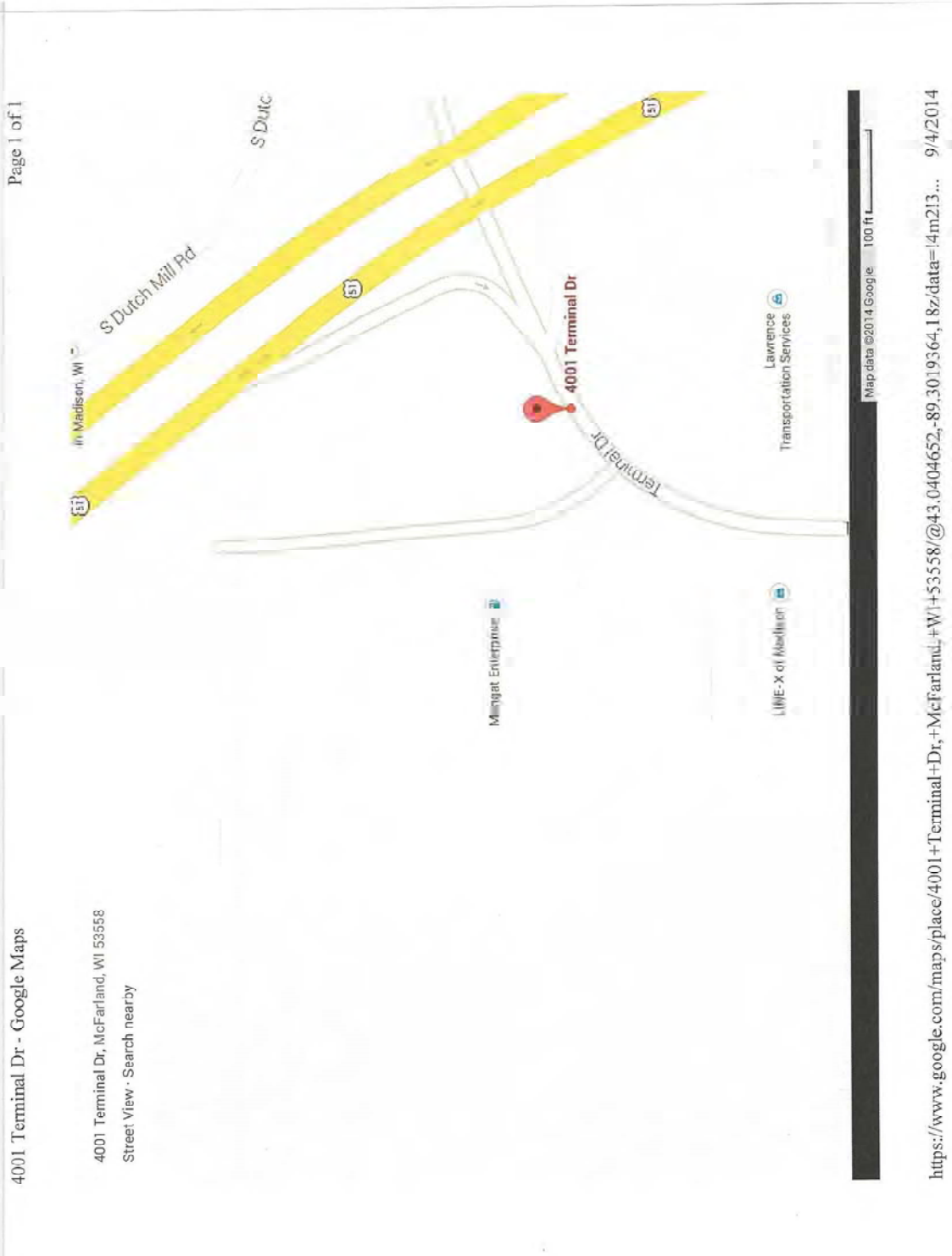


4001 Terminal Dr, McFarland, WI 53558
Street View · Search nearby

Imagery ©2014 DigitalGlobe, Map data ©2014 Google

<https://www.google.com/maps/place/4001+Terminal+Dr,+McFarland,+WI+53558/@43.0405867,-89.3017862,141m/data=!3m1!...> 9/4/2014

SUBJECT LOCATION MAP



**ASBESTOS & LEAD INSPECTION AND
BULK SAMPLING PRIOR TO
DEMOLITION**

LOCATION

**4001 TERMINAL DRIVE
MCFARLAND, WISCONSIN**

CLIENT/PROJECT

**WISCONSIN DEPARTMENT OF TRANSPORTATION
OFFICE BUILDING + METAL SHED**

DATE OF INSPECTION

MAY 27, 2016

ASBESTOS INSPECTION & BULK SAMPLING

4001 Terminal Drive in McFarland, Wisconsin

Advanced Health & Safety LLC (AHS) was contacted to conduct an asbestos survey at the aforementioned property.

Mr. Robert J. Stigsell of AHS inspected the properties on May 29, 2016. The property was inspected for the presence of asbestos containing building materials. Bulk samples were taken for building materials found suspect to contain asbestos, as discussed with the Ms. McAllister. All samples were shipped overnight via Fed Ex. and were submitted to Triangle Environmental Services for analysis by Polarized Light Microscopy (PLM).

Four separate categories of materials (if applicable) will be listed for the property:

The first list (List A) will be of materials found to contain asbestos, which are **friable** or may become friable during demolition. It is **required** that these materials be removed by a certified asbestos abatement contractor prior to a demolition. **All asbestos materials in List A must be removed prior to a fire training burn.**

The second list (List B) will contain materials found to contain asbestos but are described as **Category II non-friable**. If the building is to be demolished, it is **required** that these materials be removed by a certified asbestos abatement contractor prior to a demolition. **All asbestos materials in List B must be removed prior to a fire training burn.**

The third list (List C) will contain materials found to contain asbestos but are described as **Category I non-friable**. If the building is to be demolished, the materials may be able to remain in the building during demolition if proper steps are taken and they do not become friable. These proper steps include, but are not limited to: notifying the demolition contractor of the presence of asbestos, utilizing wet methods during demolition, notifying the landfill accepting the waste that not-friable Category I asbestos materials are present, and manifesting the waste. Also, if any of the building materials are to be recycled (ie, crushing concrete) than the asbestos must be removed from this building material. NESHAPS (DNR) does not regulate materials found at < 1% asbestos, however OSHA does still regulate materials that contain < 1% asbestos. If materials in List C are likely to be disturbed, the contractor shall ensure compliance with all appropriate OSHA regulations. **All asbestos materials in List C must be removed prior to a fire training burn.**

The fourth list (List D) will include materials that were sampled and found **not to contain** asbestos. **Removal is not required for these materials.**

If any suspect materials are found during demolition/burn that has not been sampled during this inspection, Advanced Health & Safety should be contacted to assess the situation. Inaccessible areas may exist inside walls.

Building/Dwelling: 4001 Terminal Drive in McFarland, WI
Building Type: Office Building & Metal Shed
Inspector: Mr. Robert (Bob) J. Stigsell
Inspector Certification: AII-03628
Certification Expires: May 25, 2017
Inspection Date: May 27, 2016
Client: WIDOT- Teri Weil
Contact Email: teri@tva-llc.com
Contact Phone: (608) 609-8821

Inspector Signature: 

List A
Asbestos Containing Friable Materials
(Required to be Abated prior to Demolition or Burning)
 None

List B
Asbestos Containing Category II Non-Friable Materials
(Required to be Abated prior to Demolition or Burning)
 None

List C
Asbestos Containing Category I Non-Friable Materials
(May Be Able To Remain In Building During Demo if Not Friable- Consult DNR)
(These Materials Must Be Abated Prior To Burning)
 None

- 1-3 12 inch white with brown streaks floor tile plus black mastic in the laboratory. 19' x 24' on cement.
- 8-9 Black mastic under 12" floor tiles & carpet in the office area. Some areas have tile and mastic and some have mastic with a yellow mastic on top of it. 27' x 19' on cement, under carpet. Only black mastic is asbestos containing.

List D
Materials Found Not To Contain Asbestos At 1% Or Greater
(Both Tested or Known Not To Contain Asbestos)
(No Abatement Required)

<u>Sample#</u>	<u>Description</u>
4-5	White board inside the Fisher Hamilton fume hood in the laboratory.
6-7	Gray base plus yellow adhesive in the laboratory/office area.
8-9	12 inch floor tile plus black mastic under carpet in the office area. Some areas have tile and mastic and some have mastic with a yellow mastic on

- top of it. 27' x 19' on cement, under carpet. Black mastic is positive for asbestos. Floor tiles & yellow mastic are both negative for asbestos.
- 10-12 White insulation in the attic.
 - 13-14 Ceramic tile grout in the bathroom
 - 15-16 Drywall/mud composite samples
 - 17 Black mastic in the utility room along the left side bottom of the wall. Six lineal feet.
 - 18 Caulking taken from the exterior around the Windows
 - 19 Window glazing from the door. Sample taken from the Southwest door.

Assumed positive electrical panel.

Note: I inspected the small shed in the back. No suspect materials associated with the shed.

UNIVERSAL WASTES

36 FLUORESCENT LIGHTBULBS

12 BALLASTS.

SIX FIRE EXTINGUISHERS, INCLUDING ONE LARGE ONE THAT IS HOOKED UP TO THE FIRE SUPPRESSION SYSTEM.

THREE EXIT SIGNS

VARIOUS SWITCHES AND THERMOSTATS.

TWO EMERGENCY LIGHTS

MECHANICALS SUCH AS AIR-CONDITIONERS, HEATERS ETC.

ASBESTOS SAMPLE RESULTS

160602F



Advanced Health & Safety LLC
Consulting • Compliance • Training

Asbestos Bulk Sampling

Analysis for:

Advanced Health & Safety LLC
5940 Seminole Centre Ct., Ste. 225A
Madison, Wisconsin 53711
Ph: 608-243-8466 bob@madisonasbestos.com

Analyzed by:

TESC
13509 East Boundary Road, Ste B
Midlothian, Virginia 23112
Phone: 804-739-1751

Advanced Client Name: Wisconsin DOT (Teri Weil)
Client Contact Info: teri@tva-llc.com
Client Phone Number: (608) 609-8821 - Cell
Project Site Location: 4001 Terminal Drive in McFarland, WI
Project: Commercial building + shed
Sampling Date: May 27, 2016

<u>Sample#</u>	<u>Description</u>
1-3	12 inch white with brown streaks floor tile plus black mastic in the laboratory. 19' x 24' on cement.
4-5	White board inside the Fisher Hamilton fume hood in the laboratory.
6-7	Gray base plus yellow adhesive in the laboratory/office area.
8-9	12 inch floor tile plus black mastic under carpet in the office area. Some areas have tile and mastic and some have mastic with a yellow mastic on top of it. 27' x 19' on cement, under carpet.
10-12	White insulation in the attic.
13-14	Ceramic tile grout in the bathroom
15-16	Drywall/mud composite samples
17	Black mastic in the utility room along the left side bottom of the wall. Six lineal feet.
18	Caulking taken from the exterior around the Windows
19	Window glazing from the door. Sample taken from the Southwest door.

Assumed positive electrical panel.

Note: I inspected the small shed in the back. No suspect materials associated with the shed.

TURNAROUND TIME: X 24 hour

Relinquished by: Bob Stigsell

Date: 05-27-16

Received by:

Date:

TRIANGLE ENVIRONMENTAL SERVICE CENTER, INC.

13509 East Boundary Road, Suite B, Midlothian, VA 23112

804-739-1751 • fax: 804-739-1753

BULK ASBESTOS SAMPLE ANALYSIS SUMMARY

CLIENT: Advanced Health & Safety, LLC
2984 Sahara Circle
Madison, WI 53711

TESC LOGIN #: 160602F

DATE OF RECEIPT: 06/02/2016
DATE OF ANALYSIS: 06/02/2016
DATE OF REPORT: 06/02/2016

CLIENT JOB:

JOB SITE: 4001 Terminal Drive in McFarland, WI

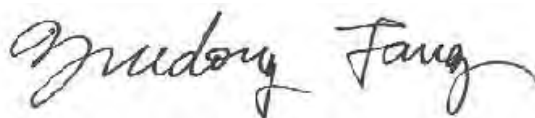
ANALYST: B. Trimmer

TESC SAMPLE #	CLIENT SAMPLE ID & GROSS DESCRIPTION	ESTIMATED % ASBESTOS	NON ASBESTOS % FIBERS	NON FIBROUS % MATERIALS
1A	1 - Tile / White vinyl	NAD		100%
1B	1 - Mastic / Black adhesive	5% Chrysotile		95%
2A	2 - Tile / White vinyl	NAD		100%
2B	2 - Mastic / Black adhesive	5% Chrysotile		95%
3A	3 - Tile / White vinyl	NAD		100%
3B	3 - Mastic / Black adhesive	5% Chrysotile		95%
4	4 / White powder	NAD	10% Fiberglass	90%
5	5 / White powder	NAD	10% Fiberglass	90%
6A	6 - Baseboard / Gray rubber	NAD		100%
6B	6 - Mastic / Yellow adhesive	NAD		100%

Samples are analyzed in accordance with "Interim Method for the Determination of Asbestos in Bulk Insulation Samples", EPA 600/M4-82-020, Dec. 1982 and "Method for the Determination of Asbestos in Bulk Building Materials", EPA 600/R-93/116, July 1993. None Detected: not detected at/or below the detected limit of method (Reporting limit: 1% Asbestos). Glass fiber is analyzed for quality control blank. TESC recommends by point count or Transmission Electron Microscopy (TEM), for materials regulated by the EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by Polarized Light Microscopy (PLM). Both services are available for an additional fee. This report shall not be reproduced, except in full written approval of Triangle Environmental Service Center, Inc. This report must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. This test report relates only to the item(s) tested.

NVLAP Lab Code: 200794-0

[LEGEND NAD=No Asbestos Detected, Lino.=Linoleum, JC=Joint Compound]



Reviewed By Authorized Signatory:

Feng Jiang, MS Senior Geologist, Laboratory Director
Yuedong Fang, Senior Geologist

TRIANGLE ENVIRONMENTAL SERVICE CENTER, INC.

13509 East Boundary Road, Suite B, Midlothian, VA 23112
804-739-1751 • fax: 804-739-1753

BULK ASBESTOS SAMPLE ANALYSIS SUMMARY

CLIENT: Advanced Health & Safety, LLC
2984 Sahara Circle
Madison, WI 53711

TESC LOGIN #: 160602F

DATE OF RECEIPT: 06/02/2016
DATE OF ANALYSIS: 06/02/2016
DATE OF REPORT: 06/02/2016

CLIENT JOB:

JOB SITE: 4001 Terminal Drive in McFarland, WI

ANALYST: B. Trimmer

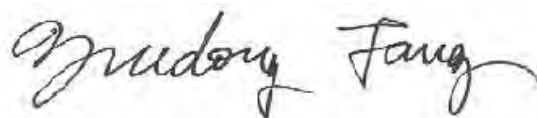
TESC SAMPLE #	CLIENT SAMPLE ID & GROSS DESCRIPTION	ESTIMATED % ASBESTOS	NON ASBESTOS % FIBERS	NON FIBROUS % MATERIALS
7A	7 - Baseboard / Gray rubber	NAD		100%
7B	7 - Mastic / Yellow adhesive	NAD		100%
8A	8 - Tile / Gray tile	NAD		100%
8B	8 - Yellow mastic / Yellow adhesive	NAD		100%
8C	8 - Black mastic / Black adhesive	5% Chrysotile		95%
9A	9 - Tile / Gray tile	NAD		100%
9B	9 - Yellow mastic / Yellow adhesive	NAD		100%
9C	9 - Black mastic / Black adhesive	5% Chrysotile		95%
10	10 / White fibers	NAD	98% Fiberglass	2%
11	11 / White fibers	NAD	98% Fiberglass	2%

Samples are analyzed in accordance with "Interim Method for the Determination of Asbestos in Bulk Insulation Samples", EPA 600/M4-82-020, Dec. 1982 and "Method for the Determination of Asbestos in Bulk Building Materials", EPA 600/R-93/116, July 1993. None Detected: not detected at/or below the detected limit of method (Reporting limit: 1% Asbestos). Glass fiber is analyzed for quality control blank. TESC recommends by point count or Transmission Electron Microscopy (TEM), for materials regulated by the EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by Polarized Light Microscopy (PLM). Both services are available for an additional fee. This report shall not be reproduced, except in full written approval of Triangle Environmental Service Center, Inc. This report must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. This test report relates only to the item(s) tested.

NVLAP Lab Code: 200794-0

[LEGEND NAD=No Asbestos Detected, Lino.=Linoleum, JC=Joint Compound]

Reviewed By Authorized Signatory:



Feng Jiang, MS Senior Geologist, Laboratory Director
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BULK ASBESTOS SAMPLE ANALYSIS SUMMARY

CLIENT: Advanced Health & Safety, LLC
2984 Sahara Circle
Madison, WI 53711

TESC LOGIN #: 160602F

DATE OF RECEIPT: 06/02/2016
DATE OF ANALYSIS: 06/02/2016
DATE OF REPORT: 06/02/2016

CLIENT JOB:

JOB SITE: 4001 Terminal Drive in McFarland, WI

ANALYST: B. Trimmer

TESC SAMPLE #	CLIENT SAMPLE ID & GROSS DESCRIPTION	ESTIMATED % ASBESTOS	NON ASBESTOS % FIBERS	NON FIBROUS % MATERIALS
12	12 / White fibers	NAD	98% Fiberglass	2%
13	13 / Gray granular	NAD		100%
14	14 / Gray granular	NAD		100%
15	15 / White powder, brown fibers	NAD	20% Cellulose	80%
16	16 / White powder, brown fibers	NAD	20% Cellulose	80%
17	17 / Black adhesive	NAD		100%
18	18 / Black adhesive	NAD		100%
19	19 / Gray powder	NAD		100%

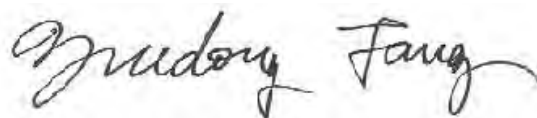
Total Samples/Layers Analyzed: 28

Samples are analyzed in accordance with "Interim Method for the Determination of Asbestos in Bulk Insulation Samples", EPA 600/M4-82-020, Dec. 1982 and "Method for the Determination of Asbestos in Bulk Building Materials", EPA 600/R-93/116, July 1993. None Detected: not detected at/or below the detected limit of method (Reporting limit: 1% Asbestos). Glass fiber is analyzed for quality control blank. TESC recommends by point count or Transmission Electron Microscopy (TEM), for materials regulated by the EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by Polarized Light Microscopy (PLM). Both services are available for an additional fee. This report shall not be reproduced, except in full written approval of Triangle Environmental Service Center, Inc. This report must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. This test report relates only to the item(s) tested.

NVLAP Lab Code: 200794-0

[LEGEND NAD=No Asbestos Detected, Lino.=Linoleum, JC=Joint Compound]

Reviewed By Authorized Signatory:



Feng Jiang, MS Senior Geologist, Laboratory Director
Yuedong Fang, Senior Geologist

LEAD IN PAINT SAMPLING RESULTS

160602G



Advanced Health & Safety LLC

Consulting • Compliance • Training

Lead in Paint Sampling

Analysis for:

Advanced Health & Safety LLC
5940 Seminole Centre Ct., Ste. 225A
Madison, Wisconsin 53711
608-243-8466 bob@madisonasbestos.com

Analyzed by:

TESC
13509 East Boundary Road, Ste B
Midlothian, Virginia 23112
Phone: 804-739-1751

Advanced Client Name: Wisconsin DOT (Teri Weil)
Client Contact Info: teri@tva-llc.com
Client Phone Number: (608) 609-8821 - Cell
Project Site Location: 4001 Terminal Drive in McFarland, WI
Project: Commercial building + shed
Sampling Date: May 27, 2016

Sample# **Material Description**

Pb1 Paint from the inside of the building taken off of the ceiling hatch covers
Pb2 Paint taken from the outside of the building on the siding
Pb3 Paint taken from the shed in the back

TURNAROUND TIME: X 24 hour

Relinquished by: Bob Stigsell

Date: 05-27-16

Received by: 

Date: 6/2/16 

TRIANGLE ENVIRONMENTAL SERVICE CENTER, INC.

13509 East Boundary Road, Suite B, Midlothian, VA 23112 • 804-739-1751 • fax: 804-739-1753

LEAD IN PAINT SAMPLE ANALYSIS SUMMARY

(EPA METHOD 7420)

CLIENT: Advanced Health & Safety, LLC
2984 Sahara Circle
Madison, WI 53711

TESC LOGIN #: 160602G

DATE OF RECEIPT: 06/02/2016
DATE OF ANALYSIS: 06/02/2016
DATE OF REPORT: 06/03/2016

CLIENT JOB #: **Commercial building + shed**

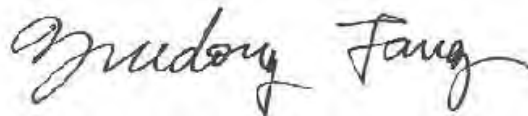
JOBSITE: 4001 Terminal Drive in McFarland, WI

ANALYST: MHB

TESC SAMPLE #	CLIENT SAMPLE #	SAMPLE WEIGHT (mg)	TOTAL LEAD (ug)	LEAD CONCENTRATION (% by Weight)	LEAD CONCENTRATION PPM
1	Pb 1	304	<10.0	<0.00329	<32.9
2	Pb 2	231	1160	0.501	5010
3	Pb 3	323	34.3	0.0106	106

Total Sample(s) Analyzed: 3

Reviewed By Authorized Signatory:



*Feng Jiang, MS Senior Geologist, Laboratory Director
Yuedong Fang, Senior Geologist*

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Results represent the analysis of samples submitted by the customer. Sample information was provided by the customer. This report must not be reproduced, except in full, without the written consent of Triangle Environmental Service Center, Inc. The test report related only to the item(s) tested. This analysis was performed by an AHIA accredited laboratory. AIHA/ELLAP ID: 100527, NYELAP/NELAC ID: 11413.

Minimum Reporting Limit: 20 ug. Lead Based Paint contains 0.5% lead by weight per Federal statute. The OSHA Lead in Construction Standard, 29 CFR 1926.62, is invoked if any lead is present in the sample. Lead-free paint is defined as <0.06% by weight (CPSC).

[LEGEND: mg= milligram, ug= microgram, ppm= parts per million]

UNIVERSAL WASTES NOTED

36 FLUORESCENT LIGHTBULBS

12 BALLASTS.

SIX FIRE EXTINGUISHERS, INCLUDING ONE LARGE ONE THAT IS HOOKED UP TO THE FIRE SUPPRESSION SYSTEM.

THREE EXIT SIGNS

VARIOUS SWITCHES AND THERMOSTATS.

TWO EMERGENCY LIGHTS

MECHANICALS SUCH AS AIR-CONDITIONERS, HEATERS ETC.

LICENSES/CERTIFICATION

LEAD INSPECTOR: LII-3628

ASBESTOS INSPECTOR: AII-3628

ASBESTOS SUPERVISOR: ACS-3628

ASBESTOS PROJECT DESIGNER: APD-3628

LEAD-SAFE RENOVATOR: LSR-3628

ASBESTOS MANAGEMENT PLANNER: AMP-3628

A COPY OF THE LICENSES WILL BE MADE AVAILABLE UPON REQUEST.

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 7, Award of Contract)
8. The bid proposal shall remain completely intact when submitted. (Reference Article 5, Preparation of Proposal)
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 FOLLWING 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. 5410-02-21, 4001 Terminal Drive, Village of McFarland, Dane County

Project/Parcel Number	Option A – Contractor to Pay WisDOT	Option B – Contractor to Receive Payment from WisDOT
5410-02-21	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
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