

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
Shawano	1058-14-20	Wittenberg – Shawano CTH Q to CTH J	STH 29
Shawano	1058-14-21	Wittenberg – Shawano Leopolis Road to CTH U	STH 29

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: April 17, 2017 Time (local time): 2:00 PM	Firm name, address, city, state, zip
Contract completion time 30 Calendar 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

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

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 1058-14-20, Parcel 1,– Wittenberg – Shawano CTH Q to CTH J, STH 29, Shawano County;

Project ID 1058-14-21, Parcel 1,– Wittenberg – Shawano Leopolis Road to CTH U, STH 29, Shawano 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 2017 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-bus/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.

Abandon 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>
1058-10-20	1	Residential (former school house) 2-story, 1,404 SF, 3 bedroom, 1 bathroom brick building with a full unfinished basement, wood burning furnace and forced air. Lean-to garage 800 SF with concrete block walls and one overhead door. Well, septic, and asbestos all need to be removed. All debris and personal items left in the house and on the property must be removed prior to demolition.	W15298 STH 29, Tigerton, WI 54486
1058-10-21	1	Residential 2-story home with a one-story addition, 2,100 SF, 3 bedrooms, 2 bathrooms with a partial basement, exterior walls are vinyl with forced air heating. Garage is 1,600 SF with concrete block, three overhead doors, forced air furnace with finished room. Well, septic, and asbestos to be removed. Water hydrant, LP tank and concrete pad by garage to be removed. TO STAY: driveway and light pole.	W10620 STH 29, Shawano, WI 54166

Perform the following:

1. Remove the structures, well, and septic 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 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.
6. For property located at W15298 STH 29, Tigerton, all contents of the building and surrounding property shall be disposed of properly.
7. For the property located at W10620 STH 29, Herman, the 1000 gallon LP tank located to the north of the house/driveway shall be removed.

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 W Wisconsin Department of Transportation, Southwest 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. 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.

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.

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.

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-SW Region - Attn: Teri Weil, 2101 Wright Street, Madison, WI 53704.

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, Rhinelander Region, Attn: Mike Wendt, 510 North Hanson Lake Road, Rhinelander, WI 54501, Phone (715) 365-5798 for this inspection. Engineer requires 5 working days' notice to the scheduling of backfilling.

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.

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

Make the following revisions to the standard specifications:

440.3.5.2 Corrective Actions for Localized Roughness

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

- (2) The engineer will not direct corrective action or assess a pay reduction for an area of localized roughness without physically riding that work. The engineer will not direct corrective action on bridges without authorization from the department's bureau of structures.
-

450.3.1.1.4 Recording Truck Loads

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

- (1) If not using automatic batch recording, install a digital recorder as part of the platform truck or storage silo scales. Ensure that the recorder can produce a printed digital record of at least the gross or net weights of delivery trucks. Provide gross, tare, net weights, load count, and the cumulative tonnage; the date, time, ticket number, WisDOT project ID, and mix 250 number; and the mix type including the traffic, binder, and mix designation codes specified in 460.3.1. Ensure that scales cannot be manually manipulated during the printing process. Provide an interlock to prevent printing until the scales come to rest. Size the scales and recorder to accurately weigh the heaviest loaded trucks or tractor-trailers hauling asphaltic mixture. Ensure that recorded weights are accurate to within 0.1 percent of the nominal capacity of the scale.
 - (2) Ensure that tickets identify additives not included in the mix design submittal. Indicate on the ticket if the mixture will be placed under a cold weather paving plan and identify the warm mix additive and dosage rate required under 450.3.2.1.2.2.
-

455.3.2.1 General

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

- (1) Apply tack coat only when the air temperature is 32 F or more unless the engineer approves otherwise in writing. Before applying tack coat ensure that the surface is reasonably free of loose dirt, dust, or other foreign matter. Do not apply to surfaces with standing water. Do not apply if weather or surface conditions are unfavorable or before impending rains.
-

460.2.1 General

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

- (1) Furnish a homogeneous mixture of coarse aggregate, fine aggregate, mineral filler if required, SMA stabilizer if required, recycled material if used, warm mix asphalt additive or process if used, and asphaltic material. Design mixtures conforming to table 460-1 and table 460-2 to 4.0% air voids to establish the aggregate structure.
- (2) Determine the target JMF asphalt binder content for production from the mix design data corresponding to 3.0% air voids (97% Gmm) target at the design the number of gyrations (Ndes). Add liquid asphalt to achieve the required air voids at Ndes.
- (3) For SMA, determine the target JMF asphalt binder content for production from the mix design data corresponding to 4.0% air voids (96% Gmm) target at Ndes.

460.2.8.2.1.5 Control Limits

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

- (1) Conform to the following control limits for the JMF and warning limits based on a running average of the last 4 data points:

ITEM	JMF LIMITS	WARNING LIMITS
Percent passing given sieve:		
37.5-mm	+/- 6.0	+/- 4.5
25.0-mm	+/- 6.0	+/- 4.5
19.0-mm	+/- 5.5	+/- 4.0
12.5-mm	+/- 5.5	+/- 4.0
9.5-mm	+/- 5.5	+/- 4.0
2.36-mm	+/- 5.0	+/- 4.0
75-µm	+/- 2.0	+/- 1.5
Asphaltic content in percent	- 0.3	- 0.2
Air voids in percent ^[1]	+1.3/-1.0	+1.0/-0.7
VMA in percent ^[2]	- 0.5	- 0.2

[1] For SMA, JMF limits are +/-1.3 and warning limits are +/-1.0.

[2] VMA limits based on minimum requirement for mix design nominal maximum aggregate size in table 460-1.

460.2.8.2.1.6 Job Mix Formula Adjustment

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

- (1) The contractor may request adjustment of the JMF according to CMM 8-36.6.13.1. Have an HMA technician certified at a level appropriate for process control and troubleshooting or mix design submit a written JMF adjustment request. Ensure that the resulting JMF is within specified master gradation bands. The department will have a certified Hot Mix Asphalt, Mix Design, Report Submittals technician review the proposed adjustment and, if acceptable, issue a revised JMF.

460.2.8.3.1.6 Acceptable Verification Parameters

Replace paragraph one with the following effective with the December 2016 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:
- Va is within a range of 2.0 to 4.3 percent. For SMA, Va 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.

460.3.3.1 Minimum Required Density

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

- (1) Compact all layers of HMA mixture to the density table 460-3 shows for the applicable mixture, location, and layer.

TABLE 460-3 MINIMUM REQUIRED DENSITY^[1]

LOCATION	LAYER	PERCENT OF TARGET MAXIMUM DENSITY		
		MIXTURE TYPE		
		LT and MT	HT	SMA ^[5]
TRAFFIC LANES ^[2]	LOWER	93.0 ^[3]	93.0 ^[4]	—
	UPPER	93.0	93.0	—
SIDE ROADS, CROSSOVERS, TURN LANES, & RAMPS	LOWER	93.0 ^[3]	93.0 ^[4]	—
	UPPER	93.0	93.0	—
SHOULDERS & APPURTENANCES	LOWER	91.0	91.0	—
	UPPER	92.0	92.0	—

^[1] The table values are for average lot density. If any individual density test result falls more than 3.0 percent below the minimum required target maximum density, the engineer may investigate the acceptability of that material.

^[2] Includes parking lanes as determined by the engineer.

^[3] Minimum reduced by 2.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

^[4] Minimum reduced by 1.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

^[5] The minimum required densities for SMA mixtures are determined according to CMM 8-15.

460.5.2.1 General

Replace paragraph six with the following effective with the December 2016 letting:

- (6) If during a QV dispute resolution investigation the department discovers mixture with $1.5 > V_a > 5.0$ or VMA more than 1.0 below the minimum allowed in table 460-1, and the engineer allows that mixture to remain in place, the department will pay for the quantity of affected material at 50 percent of the contract price.

460.5.2.3 Incentive for HMA Pavement Density

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

- (1) If the lot density is greater than the minimum specified in table 460-3 and all individual air voids test results for that mixture placed during the same day are within 2.5 - 4.0 percent, the department will adjust pay for that lot as follows:

INCENTIVE PAY ADJUSTMENT FOR HMA PAVEMENT DENSITY^[1]

PERCENT LOT DENSITY ABOVE SPECIFIED MINIMUM	PAY ADJUSTMENT PER TON ^[2]
From -0.4 to 1.0 inclusive	\$0
From 1.1 to 1.8 inclusive	\$0.40
More than 1.8	\$0.80

^[1] SMA pavements are not eligible for density incentive.

^[2] The department will prorate the pay adjustment for a partial lot.

501.2.6 Fly Ash

Replace the entire subsection with the following effective with the December 2016 letting:

501.2.6.1 General

- (1) Fly ash is defined as a finely divided residue resulting from the combustion of coal in a base loaded electric generating plant, transported from the boiler by flue gases, and later collected, generally by precipitators. Use fly ash in concrete manufactured by facilities and processes known to provide satisfactory material.
- (2) Test fly ash using a recognized laboratory, as defined in 501.2.2(1), starting at least 30 days before its proposed use, and continuing at ASTM-required frequencies as the work progresses. The manufacturer shall test the chemical and physical properties listed in tables 1 and 2 of ASTM C618 at the frequencies and by the test methods prescribed in ASTM C311.
- (3) 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.
- (4) Prequalify any proposed fly ash source as follows: The contractor shall obtain a copy of the certified report of tests or analysis made by a qualified independent laboratory, recognized by the department under 501.2.2, showing full and complete compliance with the above specification from the fly ash manufacturer and furnish it to the engineer. Provide this report to the engineer at least 14 calendar days before using the fly ash.
- (5) The manufacturer shall retain test records for at least 5 years after completing the work, and provide these records upon request.

501.2.6.2 Class C Ash

- (1) Conform to ASTM C618 class C except limit the loss on ignition to a maximum of 2 percent.

501.2.6.3 Class F Ash

- (2) Furnish a class F fly ash from a source listed on the department's approved product list, and conform to ASTM C618 class F except limit the loss on ignition to a maximum of 2 percent.

502.3.7.8 Floors

Replace paragraph sixteen with the following effective with the September 2016 letting:

- (16) The finished bridge floor shall conform to the surface test specified in 415.3.10. The engineer will not direct corrective grinding without authorization from the department's bureau of structures.

503.3.2.1.1 Tolerances

Increase the "length of beam" max tolerance for prestressed concrete I-type girders from 3/4" to 1 1/2" effective with the December 2016 letting:

PRESTRESSED CONCRETE I-TYPE GIRDERS

Length of beam..... +/- 1/8" per 10', up to a max of +/- 1 1/2"

517.3.1.7.3 Epoxy System Intermediate and Protective Coats

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

- (1) Mask the faying surfaces of bolted field splices and the top of the top flanges where welding the stud shear connectors during coat application. On all other areas including the outside surfaces of splice plates, ensure that the dry film thickness conforms to the following:
 - 1. For the white intermediate coat, 3.5 mils to 8 mils.
 - 2. For the protective coat, sufficient thickness to provide a uniform color and appearance but not less than 3 mil or more than 6 mils.

Errata

Make the following corrections to the standard specifications:

Throughout the contract:

Update all references to the construction rental rate "Blue Book" to reference "EquipmentWatch" rates.

105.13.4 Content of Claim

- (1) Include the following 5 items in the claim.
 1. A concise description of the claim.
 2. A clear contractual basis for the claim. This should include reference to 104.2 on revisions to the contract and as appropriate, specific reference to contract language regarding the bid items in question.
 3. Other facts the contractor relies on to support the claim.
 4. A concise statement of the circumstances surrounding the claim and reasons why the department should pay the claim. Explain how the claimed work is a change to the contract work.
 5. A complete breakdown of the costs used to compile the claim. Include copies of all EquipmentWatch equipment rental rate sheets used, with the applicable number highlighted.

109.4.5.5.1 General

- (2) The department will pay for use of contractor-owned equipment the engineer approves for force account work at published rates. The department will pay the contractor expense rates, as modified in 109.4.5.5, given in EquipmentWatch Cost Recovery (formerly Rental Rate Blue Book) . Base all rates on revisions effective on January 1 for all equipment used in that calendar year.

<http://equipmentwatch.com/estimator/>

109.4.5.5.2 Hourly Equipment Expense Rates (Without Operators)

- (1) The contractor shall determine, and the department will confirm, hourly equipment expense rates as follows:

$$\text{HEER} = [\text{RAF} \times \text{ARA} \times (\text{R}/176)] + \text{HOC}$$

Where:

HEER = Hourly equipment expense rate.

RAF = EquipmentWatch regional adjustment factor.

ARA = EquipmentWatch age rate adjustment factor.

R = Current EquipmentWatch monthly rate.

HOC = EquipmentWatch estimated hourly operating cost.

- (2) The EquipmentWatch hourly operating cost represents all costs of equipment operation, including fuel and oil, lubrication, field repairs, tires, expendable parts, and supplies.

109.4.5.5.3 Hourly Equipment Stand-By Rate

- (1) For equipment that is in operational condition and is standing-by with the engineer's approval, the contractor shall determine, and the department will confirm, the hourly stand-by rate as follows:

$$\text{HSBR} = \text{RAF} \times \text{ARA} \times (\text{R}/176) \times (1/2)$$

Where:

HSBR = Hourly stand-by rate.

RAF = EquipmentWatch regional adjustment factor.

ARA = EquipmentWatch age rate adjustment factor.

R = Current EquipmentWatch monthly rate.

- (2) The department will limit payment for stand-by to 10 hours or less per day up to 40 hours per week. The department will not pay the contractor for equipment that is inoperable due to breakdown. The department will not pay for idle equipment if the contractor suspends work or if the contractor is maintaining or repairing the equipment.

109.4.5.5.4 Hourly Outside-Rented Equipment Rate

- (1) If the contractor rents or leases equipment from a third party for force account work, the contractor shall determine, and the department will confirm, the hourly outside-rented equipment rate as follows:

$$\text{HORER} = \text{HRI} + \text{HOC}$$

Where:

HORER = Hourly outside-rented equipment rate

HRI = Hourly rental invoice costs prorated for the actual number of hours that rented equipment is operated solely on force account work

HOC = EquipmentWatch hourly operating cost.

109.2 Scope of Payment

Correct errata to clarify that work under the contract is included in payment unless specifically excluded.

- (2) The department will pay for the quantity of work acceptably completed and measured for payment as the measurement subsection for each bid item specifies. Within the contract provide means to furnish and install the work complete and in-place. Payment is full compensation for everything required to perform the work under the contract including, but not limited to, the work elements listed in the payment subsection. Payment also includes all of the following not specifically excluded in that payment subsection:
1. Furnishing and installing all materials as well as furnishing the labor, tools, supplies, equipment, and incidentals necessary to perform the work.
 2. All losses or damages, except as specified in 107.14, arising from one or more of the following:
 - The nature of the work.
 - The action of the elements.
 - Unforeseen difficulties encountered during prosecution of the work.
 3. All insurance costs, expenses, and risks connected with the prosecution of the work.
 4. All expenses incurred because of an engineer-ordered suspension, except as specified in 104.2.2.3.
 5. All infringements of patents, trademarks, or copyrights.
 6. All other expenses incurred to complete and protect the work under the contract.

204.3.2.2.1 General

Correct errata by removing the reference to 490 which was deleted effective with the 2017 spec.

- (1) Under the Removing Pavement bid item, remove concrete pavements, concrete alleys, concrete driveways, or rigid base including all surfaces or other pavements superimposed on them.

657.2.2.1.1 General

Correct errata by eliminating the reference to department provided arms in the last sentence.

- (1) Furnish shop drawings as specified in 506.3.2, except submit 5 copies with the materials list. Ensure the drawings contain sufficient detail to allow satisfactory review and show the outside diameters of the pole at the butt, top, and splice locations the plans show. Show the width, depth, length, and thickness of all material, and list pertinent ASTM specification designations and metal alloy designations together with the tensile strength of metallic members. Provide tightening procedures for arm-to-pole connections on the shop drawings.

657.2.2.1.4 Poles Designed Under Legacy Standards

Correct errata by deleting the entire subsection to eliminate redundant language.

657.2.2.2 Trombone Arms

Correct errata by changing the reference from 657.2.2.1.3 to 657.2.2.1.2.

- (1) Design aluminum trombone arms as specified in 657.2.2.1.2 based on the completed maximum loading configuration the plans show. Furnish shop drawings conforming to 657.2.2.1.1 that show the width, depth, length, and thickness of all members. Also list the ASTM alloy designation and strength of each aluminum member on the shop drawings.

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 1058-14-20 – Parcel 1

Asbestos Abatement, Well and Septic Abandonment, Building Removal,
Grading, Backfill

Photos

Location Map

Asbestos Inspection Report

ID 1058-14-20, Parcel 1 – W15298 STH 29, Tigerton, Shawano County, WI

REMOVE:

RESIDENCE: Former two-story school house converted into a 1,404 square foot, 3 bedroom, 1 bathroom single family residence built in approximately 1915. The roof has a gable design with asphalt composition shingles. The exterior walls are mostly brick with wood siding at the gable peaks. There is a full unfinished basement with brick walls, small windows, concrete flooring and 9-foot ceilings with fluorescent lights. There is a wood burning furnace as well as a 70,000 BTU forced air furnace with external exhaust (updated in 2003). The condition of the building is considered fair.

Along the western wall of the residence is a lean-to garage about 20'x40' with a single slope metal panel roof, concrete block exterior walls (approximately 10') and an old wooden overhead door.

There is an 8'x12' well room in the basement. The septic field is located immediately adjacent to the home along the eastern wall. Both the well and septic will need to be abandoned. Any asbestos noted in the asbestos inspection report will need to be removed.

NOTE: This house and property has personal items that will need to be disposed of prior to demolition.

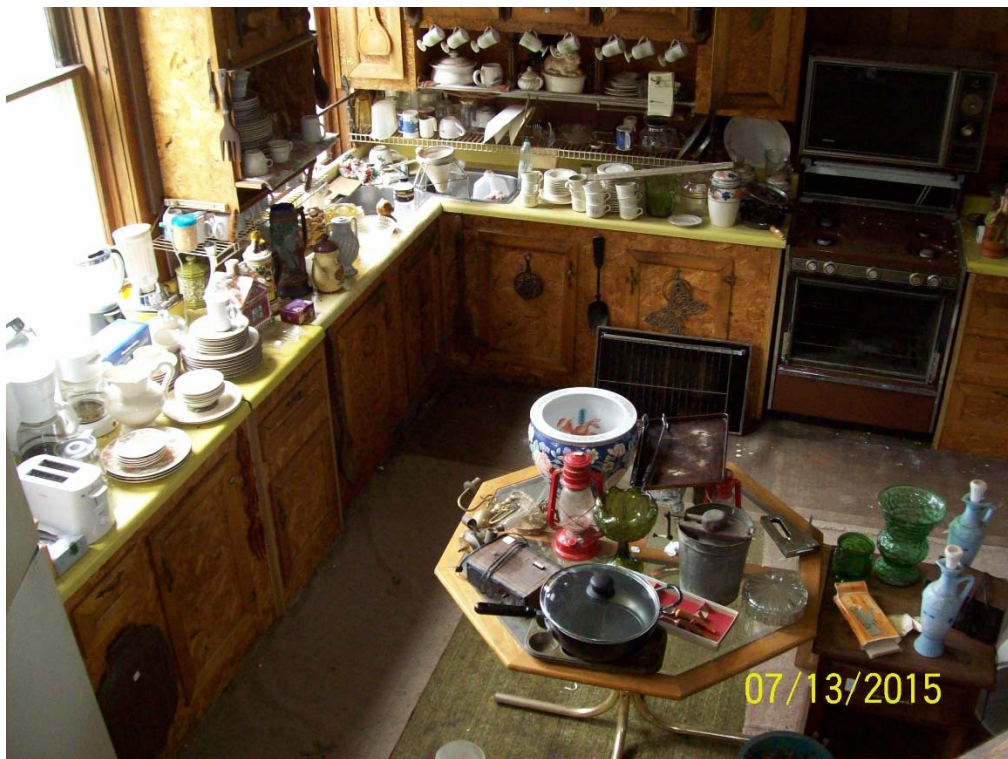
GRADING: As directed by the State Department of Transportation inspector. Reference Special Provisions – Article 2 – Item #5.

BACKFILL: Reference Subsection 204.3.1.2 of the Standard Specifications

PHOTOGRAPHS OF THE SUBJECT PROPERTY



Residence Exterior



Kitchen (including items to be removed)



Living Room (including items to be removed)



Bedroom (including items to be removed)

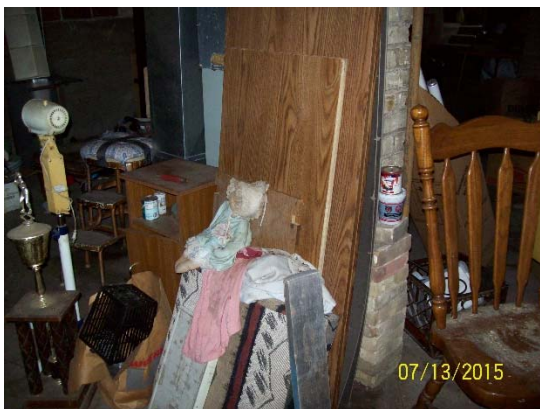
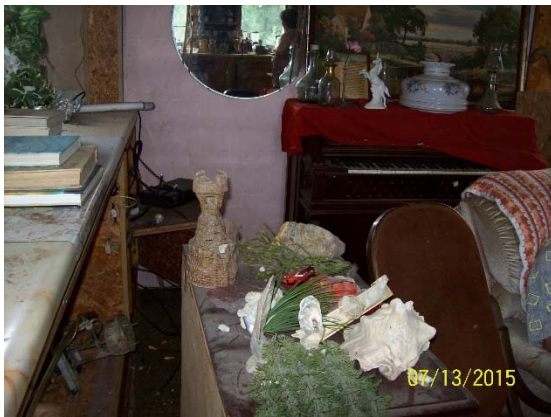
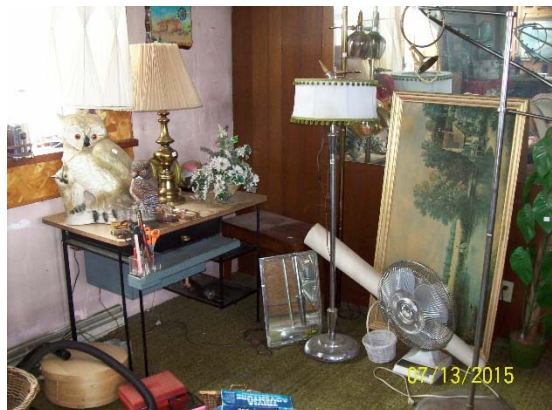


Loft (including items to be removed)



Mechanicals (including items to be removed)

Additional Items for Disposal



Additional Items for Disposal (continued)



SUBJECT AERIAL VIEW



SUBJECT LOCATION MAP



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Tel: 608.827.6761

PRE-DEMOLITION INSPECTION: ASBESTOS & LEAD PAINT

TerraVenture Advisors, LLC.

Site:

Residential House/Garage
W15298 STH 29
Tigerton, WI 54486

Inspection Date: January 11, 2017

Report Date: January 17, 2017

NorthStar No. 160-914B

Submitted By:
NorthStar Environmental Testing, LLC.



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Tel: 608.827.6761

January 17, 2017

Prepared For:

TerraVenture Advisors, LLC.
PO Box 139
Arlington, WI 53911

**Reference: Pre-Demolition Asbestos Inspection
Residential House/Garage
W15298 STH 29
Tigerton, WI 54486**

NorthStar Environmental Testing, LLC (NorthStar) was contracted by Ms. Teri Weil of TerraVenture Advisors, LLC. to complete an inspection for the presence of asbestos materials prior to demolition of a residential house/garage located at W15298 STH 29 in Tigerton, Wisconsin. The inspection was conducted by Larry Pawlus of NorthStar on January 11, 2017.

Asbestos containing building materials were identified in various areas of the house. Due to no painted cementitious surfaces identified, there was no lead paint testing conducted. Please see specific areas of the report for material detail.

Prepared by:
NorthStar Environmental Testing, LLC.
817 Oak Ridge Road
Tigerton, WI 54486

Provided to:
TerraVenture Advisors, LLC.
PO Box 139
Arlington, WI 53911

Date of Site Visit: January 11, 2017

NorthStar Environmental Testing, LLC.

David Barrett
Senior Project Manager

Larry Pawlus
Project Manager
All-12912

NorthStar No. 160-914B



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January 17, 2017

TerraVenture Advisors, LLC.
 PO Box 139
 Arlington, WI 53911

Project:	Asbestos Pre-Demolition Inspection
Site Address:	W15298 STH 29 Tigerton, WI 54486
Survey Date:	January 11, 2017
Tax ID:	032-23230-0030
NorthStar No:	160-914B

INTRODUCTION:

NorthStar Environmental Testing, LLC (NorthStar) was authorized by Ms. Teri Weil on behalf of TerraVenture Advisors to conduct a pre-demolition inspection for the presence of accessible suspect asbestos containing materials (ACM) for a residential property located at W15298 STH 29 in Tigerton, WI.

The purpose of the inspection was to determine if ACMs are present in the structure prior to demolition of the building.

INSPECTION SUMMARY:

Site Address:	W15298 STH 29 Tigerton, WI 54486
County:	Tigerton
DNR Region:	Northeast
Structure Type:	Residential
Bldg Age:	1915
Size:	House/Garage – 2,620 ft ²
Floors	House/Garage – 2
# of Structures:	1
Inspector:	Larry Pawlus All-12912
Asbestos Company:	CAP-925800
Survey Date:	January 11, 2017
Comments:	The house/garage is a typical brick structure with a flat roof system. NO LEAD PAINT TESTING WAS CONDUCTED DUE TO NO PAINTED CEMENTITIOUS SURFACES.

SAMPLING SUMMARY:

Number of Samples:	24
Number Analyzed:	25 Layers
Asbestos Materials:	Black Floor Adhesive, Window Caulk, Black Wall Adhesive
Assumed ACM:	Electrical Panel Components
Laboratory:	CEI Labs, Inc. NVLAP: 101768-0
Analysis Dates:	1/17/2017 (reported)

The attached laboratory analysis report gives complete sample analysis data.

ASBESTOS MATERIAL SUMMARY:

Confirmed ACBM, or presumed ACBM that will require abatement prior to disturbance:

Material	Building Area	Quantity (approx)	Comment/Condition
*Electrical Panel Components	Basement	1 ft ² (1 panel)	Assumed

*** Electrical panels, boxes or components were not sampled due to potential electrical hazard. These components should be assumed to be asbestos containing unless sampled to prove otherwise.**

Non-friable, or presumed ACBM, in good condition, on concrete floors or substrates that may remain in place during mechanical demolition process **unless the concrete is going to be recycled or crushed:**

Material	Building Area	Quantity (approx)	Comment/Condition
Window Caulking	Exterior of House	52 ft ²	Category I non-friable On brick; 614 lb of caulk

Non-friable, or presumed ACBM, in good condition, on wood or metal substrates that may remain in place during mechanical demolition process:

Material	Building Area	Quantity (approx)	Comment/Condition
Black Floor Adhesive	1 st Floor - Bathroom	80 ft ²	Category II non-friable On wood
Black Wall Adhesive	North Entry	440 ft ²	Category II non-friable On wood
Asphalt Roofing	House/Garage	2,484 ft ²	Category I non-friable On wood

Material quantities are listed according to visible estimates at the time of the survey. It is recommended that all quantities be further verified by the building owner or an abatement contractor prior to project design, bidding, budgeting and/or DNR notification purposes.

The following materials were found to be **non-asbestos** or **less than 1%** by PLM analysis:

Non-ACM Materials	
Linoleum (3 types)	Window Glazing (2 types)
Boiler Brick	Boiler Brick Mortar
Exterior Brick Mortar	Felt Siding Paper
Gray Asphalt Siding	Blown-in Insulation
Drywall	Plaster (skim & base coats)

ASBESTOS RECOMMENDATIONS:

All friable ACM as well as non-friable ACM that would likely be made friable by intended renovation or demolition processes are required to be abated prior to disturbance.

Non-friable ACM (confirmed or assumed) remaining during demolition must be disposed of properly as demolition debris at an approved landfill. Non-friable materials typically require abatement prior to any material recycling procedure. For any building that will be subject to burning, all confirmed and presumed ACM must be removed.

Abatement shall be performed by an abatement company utilizing trained and certified worker/supervisor and further licensed as an asbestos company by the Wisconsin Department of Health Service (DHS), asbestos regulation 159.

Refer to Wisconsin Department of Natural Resources (WDNR) 447; and DHS 159 for complete information on requirements for asbestos abatement and asbestos material disposal.

SURVEY LIMITATIONS:

Sample results, quantities and recommendations are for areas of the building that were accessible to us during the investigation. Additional presumed-ACBM that may have been located in spaces not accessible during our investigation, hidden from view, or not sampled at the client's request may require additional sampling prior to disturbance by renovation or demolition activity.

Areas that were inaccessible and not sampled during the investigation may include: certain wall or ceiling cavities; electrical components/wiring; gasket material; fire door interiors; boiler, tank, and vessel interiors; equipment components and interiors; chimneys/flues/stacks; spaces requiring confined space entry procedures; structurally unsafe areas; isolated or inaccessible building areas; underground or buried components; and mechanical spaces or equipment that would require extensive demolition or dismantling to provide adequate access for material identification or sampling.

Roofing materials including built-up and membrane roofs, and associated flashings and coatings were assumed to contain asbestos according to project scope.

Additional materials not accessible and not sampled during the survey included items such as miscellaneous caulking, sealants and construction adhesives that were not readily accessible to sample (may have been located between layers of building components). These materials are typically non-friable in nature but may require further sampling to confirm or deny the presence of asbestos.

Building materials or substrates that were exempted from sampling may have included wood, concrete, glass, fiberglass and metal materials. Materials that were sampled and if found to contain less than one percent (<1%) of asbestos were not quantified.

SURVEY LIMITATIONS: (continued)

Additional presumed ACM encountered during renovation or demolition activity that differs from materials sampled or described during this survey must be assumed to contain asbestos and be abated or be sampled to determine asbestos content prior to disturbance.

Material quantities are listed according to visible estimates at the time of the survey. It is recommended that all quantities be further verified by building owner or abatement contractor prior to project design, bidding, budgeting and/or DNR notification purposes.

ANALYTICAL DISCUSSION:

Bulk sample analysis for asbestos was performed by polarized light microscopy (PLM); method EPA 600/r-93-116. Samples showing a result of "None Detected" were found to contain no asbestos in any analyzed portion of the sample.

USEPA defines an ACM as one that contains greater than one percent asbestos. For a sample result showing less than one percent (<1%) of asbestos, the material can be may be treated as a non-asbestos containing material. The building owner or client should be aware that exposure to asbestos is still possible following disturbance of material with a trace or <1% of asbestos present and that worker protection procedures may be necessary.

REMARKS:

The survey and subsequent report has been performed according to applicable regulations and generally accepted industry standards and practices in this locality under similar conditions. Information provided to us by the building owner/occupant, client or other interested party that may have been utilized in the performance and reporting of the survey was accepted in good faith and can only be assumed to be accurate. The findings and recommendations made are representative of our professional opinion based on currently available information; no other warranty is implied or intended.

Please contact us if you have any questions regarding the presented information or the project in general.

Sincerely,

NorthStar Environmental Testing, LLC.



David Barrett
Senior Project Manager



Larry Pawlus
Project Manager

attach: Asbestos Sample Analysis Data
Certifications

ASBESTOS SAMPLE LOG

**W15298 STH 29
Tigerton, WI**

January 2017

ASBESTOS BULK SAMPLE LOG-IN

CLIENT:	Terra Venture	NORTHSTAR NO.	160-914B
LOCATION:	W15298 STH 29 Tigerton, WI	DATE COLLECTED:	1/11/2017
WORK AREA:	Pre-Demolition	TECH:	Larry Pawlus

Sample ID	Room / Area Info	Sample Info	Asbestos Content
914B-1	North Entry	Gray Square Linoleum	None Detected
914B-2	North Entry	Gray Linoleum	None Detected
914B-3a	1 st Floor Bathroom	Tan Linoleum	None Detected
914B-3b	1st Floor Bathroom	Black Floor Adhesive	5% Chrysotile
914B-4	Exterior West Side (Double Hung)	Window Glazing (type 1)	None Detected
914B-5	Exterior West Side (Multi Pane Single)	Window Glazing (type 2)	None Detected
914B-6	Exterior West Side	Window Caulk	3% Chrysotile
914B-7	Basement Boiler Room	Boiler Brick Mortar	None Detected
914B-8	Basement Boiler Room	Boiler Brick	None Detected
914B-9	Exterior North Side	Brick Mortar	None Detected
914B-10	North Entry	Black Wall Adhesive	10% Chrysotile
914B-11	Exterior North Side	Felt Siding Paper	None Detected
914B-12	Exterior North Side	Gray Asphalt Siding	None Detected
914B-13	Attic	Blown-in Insulation	None Detected
914B-14	1 st Floor NW Bedroom	Drywall	None Detected
914B-15	South Stairs	Plaster – Skim Coat	None Detected
914B-16	South Stairs	Plaster – Base Coat	None Detected
914B-17	1 st Floor SW Bedroom	Plaster – Skim Coat	None Detected

Lab Info:	CEI Labs, Inc.	Date Analyzed:	1/17/17	Page:	1 of 2
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ASBESTOS BULK SAMPLE LOG-IN

CLIENT:	Terra Venture	NORTHSTAR NO.	160-914B
LOCATION:	W10620 STH 29 Tigerton, WI	DATE COLLECTED:	1/11/2017
WORK AREA:	Pre-Demolition	TECH:	Larry Pawlus

Sample ID	Room / Area Info	Sample Info	Asbestos Content
914B-18	1 st Floor SW Bedroom	Plaster – Base Coat	None Detected
914B-19	1 st Floor NW Bedroom	Plaster – Skim Coat	None Detected
914B-20	1 st Floor NW Bedroom	Plaster – Base Coat	None Detected
914B-21	1 st Floor Living Room	Plaster – Skim Coat	None Detected
914B-22	1 st Floor Living Room	Plaster – Base Coat	None Detected
914B-23	1 st Floor Living Room	Plaster – Skim Coat	None Detected
914B-24	1 st Floor Living Room	Plaster – Base Coat	None Detected

Lab Info:	CEI Labs, Inc.	Date Analyzed:	1/17/17	Page:	2 of 2
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LEAD PAINT TESTING REPORT

**(NO PAINTED CEMENTITIOUS SURFACES IDENTIFIED –
NO REPORT)**

**W15298 STH 29
Tigerton, WI**

January 2017

CERTIFICATIONS

NorthStar Environmental Testing, LLC

Company Certificate

This certifies that

NORTHSTAR ENVIRONMENTAL TESTING LLC

817 OAK RIDGE RD
MOSINEE WI 54455-8672

is certified under ch. DHS 159, Wis. Adm. Code as a

Asbestos Company - Primary

Certificate Issue Date: 05/21/2015
Expiration Date: 08/01/2017, 12:01 a.m.
Certification #: CAP-925800

Wisconsin Department of Health Services
Division of Public Health
Bureau of Environmental and Occupational Health
Asbestos & Lead Section
PO Box 2659
Madison WI 53701-2659
Phone: (608) 261-6876



Shelley A Bruce
Shelley A Bruce,
Unit Supervisor



COPY

Milwaukee Lead/Asbestos Information Center

A division of Midwest Certified Training, Inc.
3495 North 124th Street, Brookfield, WI 53005 Phone: 414-481-9070



Larry L Pawlus

Has successfully completed a course and passed the examination on March 18, 2016
with a minimum score of 70 percent, that meets all criteria for the State of Wisconsin
Recertification as an

COPY

Asbestos Inspector Refresher Course

Date of Course: March 18, 2016
Date Issued: March 22, 2016
Date of Expiration: March 18, 2017
Certification Number: AIR16031854309

Rocky Early

Rocky Early, Director of Milwaukee Lead/Asbestos Information Center, Inc.
3495 North 124th Street
Brookfield, WI 53005
414-481-9070

Location: UW-Stevens Point, Dreyfus University Center, 1015 Reserve Street, Rm 378, Stevens Point, WI 54481

DCQ Course ID #: 9606

This training course complies with the requirements of TSCA Title II and is accredited by the State of Wisconsin Department of He

ASBESTOS INSPECTOR
Issued By
STATE OF WISCONSIN
Dept. of Health Services
Larry L Pawlus
W13665 County Road G
Giltman WI 54433-9347

AIR-12912	Exp: 03/18/2017	190 lbs	6' 01"
	04/04/1574		Male

Training due by: 03/18/2017

EXHIBITS
ID 1058-14-21 – Parcel 1

Asbestos Abatement, Well and Septic Abandonment, Building Removal, LP
Tank Removal, Grading, Backfill

Photos

Location Map

Asbestos Inspection Report

ID 1058-14-21, Parcel 1 – W10620 STH 29, Shawano, Shawano County, WI

REMOVE:

RESIDENCE: Two-story single family home constructed in 1891, with the one-story area at the northwestern section of the building as an addition. The home is approximately 2,100 square feet with three bedrooms, two bathrooms, and partial basement. House has a cross gable roof design and exterior walls are vinyl siding. Heating is a forced air furnace. Also reported to have a backup generator installed.

GARAGE: The garage is approximately 1,600 square feet constructed on concrete block and gable roof with composition shingles. The front wall has face brick and lower level wood siding with three overhead doors. Garage is heated with forced air furnace and includes small finished room with a heater.

OTHER: Both the well and septic will need to be abandoned. The water hydrant by the garage should also be removed. All concrete and concrete pads should be removed. Any asbestos noted in the asbestos inspection report will need to be removed. The 1000 gallon LP tank located to the north of the house/driveway should be removed.

NOTE: The LP tank behind the garage to the west is not located on this property and should not be damaged. The light pole at the corner of the garage should remain. Property owner has placed temporary fence, which can be moved during demolition, but needs to be put back in place after demolition. **DO NOT REMOVE THE DRIVEWAY.**

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



Residence Exterior



Garage



Kitchen



Living Room



Bedroom



Bathroom



Basement



Furnace



Well

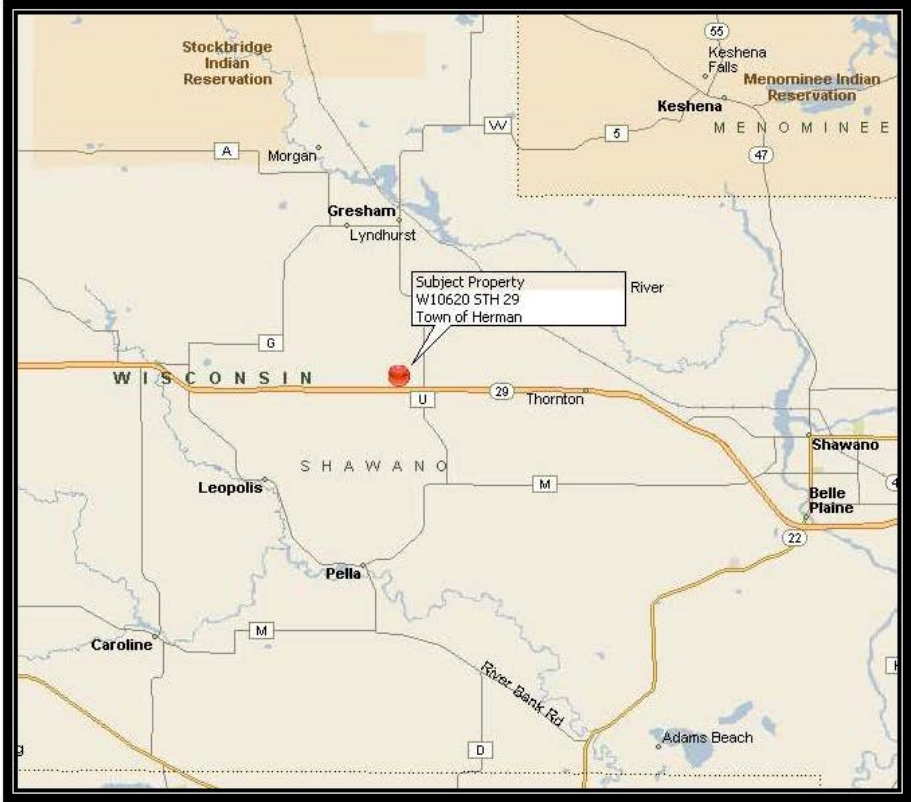


Garage Interior

SUBJECT AERIAL VIEW



SUBJECT LOCATION MAP



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PRE-DEMOLITION INSPECTION: ASBESTOS & LEAD PAINT

TerraVenture Advisors, LLC.

Site:

Residential House & Detached Garage
W10620 STH 29
Shawano, WI 54166

Inspection Date: January 11, 2017

Report Date: January 19, 2017

NorthStar No. 160-914A

Submitted By:
NorthStar Environmental Testing, LLC.



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Tel: 608.827.6761

January 19, 2017

Prepared For:

TerraVenture Advisors, LLC.
PO Box 139
Arlington, WI 53911

**Reference: Pre-Demolition Asbestos Inspection
Residential House & Detached Garage
W10620 STH 29
Shawano, WI 54166**

NorthStar Environmental Testing, LLC (NorthStar) was contracted by Ms. Teri Weil of TerraVenture Advisors, LLC. to complete an inspection for the presence of asbestos materials prior to demolition of a residential house & detached garage located at W10620 STH 29 in Shawano, Wisconsin. The inspection was conducted by Larry Pawlus of NorthStar on January 11, 2017.

Asbestos containing building materials were identified that would affect demolition activity throughout the building. **No lead based paint was identified** on cementitious surfaces. Please see specific areas of the report for material detail.

Prepared by:
NorthStar Environmental Testing, LLC.
817 Oak Ridge Road
Shawano, WI 54166

Provided to:
TerraVenture Advisors, LLC.
PO Box 139
Arlington, WI 53911

Date of Site Visit: January 11, 2017

NorthStar Environmental Testing, LLC.

David Barrett
Senior Project Manager

Larry Pawlus
Project Manager
AI-12912

NorthStar No. 160-914A



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XRF Data	1 Page
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January 19, 2017

TerraVenture Advisors, LLC.
 PO Box 139
 Arlington, WI 53911

Project:	Asbestos Pre-Demolition Inspection
Site Address:	W10620 STH 29 Shawano, WI 54166
Survey Date:	January 11, 2017
Tax ID:	024-22430-0010
NorthStar No:	160-914A

INTRODUCTION:

NorthStar Environmental Testing, LLC (NorthStar) was authorized by Ms. Teri Weil on behalf of TerraVenture Advisors to conduct a pre-demolition inspection for the presence of accessible suspect asbestos containing materials (ACM) for a residential property located at W10620 STH 29 in Shawano, WI.

The purpose of the inspection was to determine if ACMs are present in the structure prior to demolition of the building.

INSPECTION SUMMARY:

Site Address:	W10620 STH 29 Shawano, WI 54166
County:	Shawano
DNR Region:	Northeast
Structure Type:	Residential
Bldg Age:	House – 1891; Garage – 1980's
Size:	House – 1,170 ft ² (footprint); Garage – 1,764 ft ²
Floors	House – 2 plus basement; Garage - 1
# of Structures:	2
Inspector:	Larry Pawlus All-12912
Asbestos Company:	CAP-925800
Survey Date:	January 11, 2017
Comments:	The house is a typical wood frame structure with a sloped asphalt shingle roof system. The garage is a concrete block structure on a concrete slab with a sloped asphalt roof. The house has no painted cementitious surfaces to test for lead paint.

SAMPLING SUMMARY:

Number of Samples:	27		
Number Analyzed PLM:	27	Point Count:	3
Asbestos Materials:	House: Textured Paint		
Assumed ACM:	Electrical Panel Components		
Laboratory:	CEI Labs, Inc. NVLAP: 101768-0		
Analysis Dates:	1/17/2017 – PLM; 1/19/17 – Point Count (reported)		

The attached laboratory analysis report gives complete sample analysis data.

ASBESTOS MATERIAL SUMMARY:

Confirmed ACBM, or presumed ACBM that will require abatement prior to disturbance:

Material	Building Area	Quantity (approx)	Comment/Condition
House			
Textured Paint	1 st Floor – Kitchen	204 ft ²	Friable/good (on drywall ceilings)
	1 st Floor – Living Room	630 ft ²	
	2 nd Floor – West Bedroom	204 ft ²	
	2 nd Floor – East Bedroom	204 ft ²	
	2 nd Floor – South Bedroom	255 ft ²	
	2 nd Floor – Hall	120 ft ²	
	Total =	1,617 ft ²	
*Electrical Panel Components	Basement	1 ft ² (1 panel)	Assumed
Garage			
*Electrical Panel Components	Garage	1 ft ² (1 panel)	Assumed

* Electrical panels, boxes or components were not sampled due to potential electrical hazard. These components should be assumed to be asbestos containing unless sampled to prove otherwise.

Non-friable, or presumed ACBM, in good condition, on concrete floors or substrates that may remain in place during mechanical demolition process **unless the concrete is going to be recycled or crushed:**

Material	Building Area	Quantity (approx)	Comment/Condition
None			

Non-friable, or presumed ACBM, in good condition, on wood or metal substrates that may remain in place during mechanical demolition process:

Material	Building Area	Quantity (approx)	Comment/Condition
Asphalt Roofing	House	1,522 ft ²	Category I non-friable On wood
	Garage	2,116 ft ²	
	Total =	3,638 ft ²	

Material quantities are listed according to visible estimates at the time of the survey. It is recommended that all quantities be further verified by the building owner or an abatement contractor prior to project design, bidding, budgeting and/or DNR notification purposes.

The following materials were found to be **non-asbestos** or **less than 1%** by PLM analysis:

Non-ACM Materials	
House	
Stone Pattern Linoleum	Window Glazing
Chimney Packing	Chimney Brick Mortar
Ceramic Tile Floor Grout	Ceramic Tile Wall Grout
Ceramic Tile Wall Adhesive	Blown-in Insulation
Felt Siding Underlayment Paper	Drywall/Joint Compound
Plaster – Single Layer	
Garage	
Window Mortar	White Peeling Paint

ASBESTOS RECOMMENDATIONS:

All friable ACBM as well as non-friable ACBM that would likely be made friable by intended renovation or demolition processes are required to be abated prior to disturbance.

Non-friable ACBM (confirmed or assumed) remaining during demolition must be disposed of properly as demolition debris at an approved landfill. Non-friable materials typically require abatement prior to any material recycling procedure. For any building that will be subject to burning, all confirmed and presumed ACBM must be removed.

Abatement shall be performed by an abatement company utilizing trained and certified worker/supervisor and further licensed as an asbestos company by the Wisconsin Department of Health Service (DHS), asbestos regulation 159.

Refer to Wisconsin Department of Natural Resources (WDNR) 447; and DHS 159 for complete information on requirements for asbestos abatement and asbestos material disposal.

SURVEY LIMITATIONS:

Sample results, quantities and recommendations are for areas of the building that were accessible to us during the investigation. Additional presumed-ACBM that may have been located in spaces not accessible during our investigation, hidden from view, or not sampled at the client's request may require additional sampling prior to disturbance by renovation or demolition activity.

Areas that were inaccessible and not sampled during the investigation may include: certain wall or ceiling cavities; electrical components/wiring; gasket material; fire door interiors; boiler, tank, and vessel interiors; equipment components and interiors; chimneys/flues/stacks; spaces requiring confined space entry procedures; structurally unsafe areas; isolated or inaccessible building areas; underground or buried components; and mechanical spaces or equipment that would require extensive demolition or dismantling to provide adequate access for material identification or sampling.

Roofing materials including built-up and membrane roofs, and associated flashings and coatings were assumed to contain asbestos according to project scope.

Additional materials not accessible and not sampled during the survey included items such as miscellaneous caulking, sealants and construction adhesives that were not readily accessible to sample (may have been located between layers of building components). These materials are typically non-friable in nature but may require further sampling to confirm or deny the presence of asbestos.

SURVEY LIMITATIONS: (continued)

Building materials or substrates that were exempted from sampling may have included wood, concrete, glass, fiberglass and metal materials. Materials that were sampled and if found to contain less than one percent (<1%) of asbestos were not quantified.

Additional presumed ACBM encountered during renovation or demolition activity that differs from materials sampled or described during this survey must be assumed to contain asbestos and be abated or be sampled to determine asbestos content prior to disturbance.

Material quantities are listed according to visible estimates at the time of the survey. It is recommended that all quantities be further verified by building owner or abatement contractor prior to project design, bidding, budgeting and/or DNR notification purposes.

ANALYTICAL DISCUSSION:

Bulk sample analysis for asbestos was performed by polarized light microscopy (PLM); method EPA 600/r-93-116. Samples showing a result of "None Detected" were found to contain no asbestos in any analyzed portion of the sample.

USEPA defines an ACBM as one that contains greater than one percent asbestos. For a sample result showing less than one percent (<1%) of asbestos, the material can be may be treated as a non-asbestos containing material. The building owner or client should be aware that exposure to asbestos is still possible following disturbance of material with a trace or <1% of asbestos present and that worker protection procedures may be necessary.

REMARKS:

The survey and subsequent report has been performed according to applicable regulations and generally accepted industry standards and practices in this locality under similar conditions. Information provided to us by the building owner/occupant, client or other interested party that may have been utilized in the performance and reporting of the survey was accepted in good faith and can only be assumed to be accurate. The findings and recommendations made are representative of our professional opinion based on currently available information; no other warranty is implied or intended.

Please contact us if you have any questions regarding the presented information or the project in general.

Sincerely,

NorthStar Environmental Testing, LLC.



David Barrett
Senior Project Manager



Larry Pawlus
Project Manager

attach: Asbestos Sample Analysis Data
Certifications

ASBESTOS SAMPLE LOG

**W10620 STH 29
Shawano, WI**

January 2017



Central Wisconsin Office:

817 Oak Ridge Rd
 Mosinee, WI 54455
 Tel: 715.693.6112
 Fax: 715.693.1225

Fox Cities Office:

1835 E. Edgewood Drive
 Suite 10542
 Appleton, WI 54913
 Tel: 920.422.4888

Madison Office:

1310 Mendota Street
 Suite 121
 Madison, WI 53714
 Tel: 608.827.6761

ASBESTOS BULK SAMPLE LOG-IN

CLIENT:	Terra Venture	NORTHSTAR NO.	160-914A
LOCATION:	W10620 STH 29 Shawano, WI	DATE COLLECTED:	1/11/2017
WORK AREA:	Pre-Demolition	TECH:	Larry Pawlus

Sample ID	Room / Area Info	Sample Info	Asbestos Content
914A-1	1 st Floor Laundry Room	Stone Pattern Linoleum	None Detected
914A-2	Exterior South Side (Double Hung)	Window Glazing	None Detected
914A-3	Basement	Chimney Packing	None Detected
914A-4	1 st Floor Living Room	Chimney Brick Mortar	None Detected
914A-5	2 nd Floor Bathroom	Ceramic Tile Floor Grout	None Detected
914A-6	2 nd Floor Bathroom	Ceramic Tile Wall Grout	None Detected
914A-7	2 nd Floor Bathroom	Ceramic Tile Wall Adhesive	None Detected
914A-8	Attic	Blown-in Insulation	None Detected
914A-9	Exterior West Side	Felt Siding Underlayment Paper	None Detected
914A-10	2 nd Floor Hall	Drywall/Joint Compound	<1% Chrysotile Point Count =0.13%
914A-11	Basement Stairs	Drywall/Joint Compound	<1% Chrysotile Point Count =0.14%
914A-12	2 nd Floor West Bedroom	Plaster (Single Layer)	None Detected
914A-13	2 nd Floor South Bedroom	Plaster (Single Layer)	None Detected
914A-14	2 nd Floor East Bedroom	Plaster (Single Layer)	None Detected
914A-15	1st Floor Living Room	Textured Paint	2% Chrysotile Point Count =1.5%
914A-16	1st Floor Living Room	Textured Paint	2% Chrysotile
914A-17	1st Floor Living Room	Textured Paint	2% Chrysotile
914A-18	1st Floor Living Room	Textured Paint	2% Chrysotile

Lab Info:	CEI Labs, Inc.	Date Analyzed:	1/17 & 19/17	Page:	1 of 2
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 817 Oak Ridge Rd
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ASBESTOS BULK SAMPLE LOG-IN

CLIENT:	Terra Venture	NORTHSTAR NO.	160-914A
LOCATION:	W10620 STH 29 Shawano, WI	DATE COLLECTED:	1/11/2017
WORK AREA:	Pre-Demolition	TECH:	Larry Pawlus

Sample ID	Room / Area Info	Sample Info	Asbestos Content
914A-19	1 st Floor Kitchen	Textured Paint	2% Chrysotile
914A-20	2 nd Floor East Bedroom	Textured Paint	2% Chrysotile
914A-21	2 nd Floor South Bedroom	Textured Paint	2% Chrysotile
Garage			
914A-22	Exterior South Side	Window Mortar	None Detected
914A-23	Exterior North Side	White Peeling Paint	None Detected
914A-24	Exterior West Side	White Peeling Paint	None Detected
914A-25	Exterior South Side	White Peeling Paint	None Detected
914A-26	Exterior South Side	White Peeling Paint	None Detected
914A-27	Exterior East Side	White Peeling Paint	None Detected

Lab Info:	CEI Labs, Inc.	Date Analyzed:	1/17/17	Page:	2 of 2
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LEAD PAINT TESTING REPORT

**W10620 STH 29
Shawano, WI**

January 2017



Central Wisconsin Office:
 817 Oak Ridge Rd
 Mosinee, WI 54455
 Tel: 715.693.6112
 Fax: 715.693.1225

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 1835 E. Edgewood Drive
 Suite 10542
 Appleton, WI 54913
 Tel: 920.422.4888

Madison Office:
 1310 Mendota Street
 Suite 121
 Madison, WI 53714
 Tel: 608.827.6761

January 19, 2017

TerraVenture Advisors, LLC.
 PO Box 139
 Arlington, WI 53911

Project:	Asbestos Pre-Demolition Inspection
Site Address:	W10620 STH 29 Shawano, WI 54166
Survey Date:	January 11, 2017
Tax ID:	024-22430-0010
NorthStar No:	160-914A

NorthStar Environmental Testing, LLC. (NorthStar) was authorized by Ms. Shari Wicke on behalf of the City of Merrill to perform limited, non-destructive screening for the presence of lead in paint on designated surfaces prior to potential disturbance by specific demolition activity.

Testing for lead based paint was limited to surfaces cementitious surfaces. A surface-by-surface visual assessment of painted components was conducted at the property to determine which surfaces to test.

TESTING SUMMARY:

Testing Date:	January 11, 2017
Building/Site:	W10620 STH 29 Shawano, WI
Building Contact:	Teri Weil Phone: 608.635.4401
Work Area:	Garage Exterior Pre-1978 Construction
Materials Tested Pre-Renovation:	Interior: no painted cementitious surfaces Exterior: walls
Lead Paint for Demolition Items:	None
Visual Assessment:	No deteriorated lead-based paint and see lead-based paint summary table for more details.
Sampling Tech:	Larry Pawlus
Cert No.:	LRA-12912
Lead Company:	HFS-925800 Expiration Date: 08/01/2017
Testing Equipment:	RMD LPA-1 XRF analyzer, Serial Number: 2766

See the attached XRF testing data report for additional sample data.

LEAD PAINT SUMMARY TABLE:

Reading No	Wall	Structure	Location	Member	Paint Condition	Substrate	Color	Lead (mg/cm ²)
No lead paint identified on cementitious surfaces.								

DISCUSSION:

The testing performed was limited in scope and does not constitute a full lead paint inspection. Demolition activity beyond the anticipated work scope specified at the time of our site visit may require additional testing prior to disturbance.

The Wisconsin Department of Natural Resources (WDNR) allows for recycling of painted concrete that has been tested and found to contain less than 1.0 mg/cm² or 5000 ppm of lead. Refer to the WDNR guidance document "Concrete Recycling and Disposal Fact Sheet – WA605 2004" for further regulatory information on disposal of painted cementitious materials.

Our non-destructive testing by x-ray fluorescence has been performed in an attempt to screen for areas with quantifiable lead above regulatory limits on painted substrates. The reportable limit of detection is essentially 1.0 mg/cm² by XRF analysis and therefore paint chip analysis would be recommended for a more accurate determination of lead in paint below this level or for results to rule out lead in any quantifiable amount. The testing equipment is calibrated against a known standard before and after actual substrate testing.

The United States Federal Government through the Environmental Protection Agency (EPA) and Housing and Urban Development (HUD) defines lead-based paint as equal to or greater than 1.0 mg/cm² measured by XRF analysis, or 0.5% (5000 ppm) measured by weight through laboratory analysis.

For worker exposure applications, lead in any quantifiable amount, and disturbance of the material creating dust and/or fumes and subsequent potential worker exposure would be regulated by the OSHA lead in construction standard (29 CFR 1926.62).

REMARKS:

The testing and subsequent report has been performed according to applicable regulations and generally accepted industry standards and practices in this locality under similar conditions. Information provided to us by the building owner/occupant, client or other interested party that may have been utilized in the performance and reporting of the testing was accepted in good faith and can only be assumed to be accurate. The findings and recommendations made are representative of our professional opinion based on currently available information; no other warranty is implied or intended.

Please contact us if you have any questions regarding the presented information or the project in general.

Submitted By,

NorthStar Environmental Testing, LLC.



David Barrett
Senior Project Manager



Larry Pawlus
Project Manger

LEAD PAINT XRF TESTING DATA

CLIENT:	Terra Venture	NORTHSTAR NO.	160-914A
LOCATION:	W10620 STH 29 Shawano, WI	SITE DATE:	1/11/2017
WORK AREA:	Pre-Demolition	TECH:	L Pawlus

Reading No	Wall	Structure	Location	Member	Paint Condition	Substrate	Color	Lead (mg/cm ²)
Room 999 Calibration								
1								0.9
2								0.8
3								1.1
4								0.2
Exterior Room 001 Garage								
5	A	Wall	Ctr		Poor	Conc Block	White	0.2
6	B	Wall	Ctr		Poor	Conc Block	White	0.3
7	C	Wall	Ctr		Poor	Stone	White	0.1
8	D	Wall	Ctr		Poor	Conc Block	White	-0.1
Interior Room 999 Calibration								
9								1
10								0.9
11								0.8
12								0.1

Notes:

* Wall A is the **road side** (STH 29) of the building. Walls B/C/D are determined clockwise from Wall A for each individual building.

*The State of Wisconsin defines lead bearing paint as that which is equal to or greater than 1.0 mg/cm².

*Readings with a negative value (i.e. -0.1) are equivalent to 0.0

CERTIFICATIONS

NorthStar Environmental Testing, LLC

Company Certificate

This certifies that

NORTHSTAR ENVIRONMENTAL TESTING LLC

817 OAK RIDGE RD
MOSINEE WI 54455-8672

is certified under ch. DHS 159, Wis. Adm. Code as a

Asbestos Company - Primary

Certificate Issue Date: 05/21/2015
Expiration Date: 08/01/2017, 12:01 a.m.
Certification #: CAP-925800

Wisconsin Department of Health Services
Division of Public Health
Bureau of Environmental and Occupational Health
Asbestos & Lead Section
PO Box 2659
Madison WI 53701-2659
Phone: (608) 261-6876



Shelley A Bruce
Shelley A Bruce,
Unit Supervisor



COPY

Company Certificate

This certifies that

NORTHSTAR ENVIRONMENTAL TESTING LLC

817 OAK RIDGE RD
MOSINEE WI 54455-8672

is certified under ch. DHS 163, Wis. Adm. Code as a

Lead (Pb) Company

Certificate Issue Date: 05/21/2015
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Wisconsin Department of Health Services
Division of Public Health
Bureau of Environmental and Occupational Health
Asbestos & Lead Section
PO Box 2659
Madison WI 53701-2659
Phone: (608) 261-6876



Shelley A Bruce
Shelley A Bruce,
Unit Supervisor



COPY

Milwaukee Lead/Asbestos Information Center

A division of Midwest Certified Training, Inc.
3495 North 124th Street, Brookfield, WI 53005 Phone: 414-481-9070



Larry L Pawlus

Has successfully completed a course and passed the examination on March 18, 2016
with a minimum score of 70 percent, that meets all criteria for the State of Wisconsin

Recertification as an

Asbestos Inspector Refresher Course

Date of Course: March 18, 2016
Date Issued: March 22, 2016
Date of Expiration: March 18, 2017
Certification Number: AIR16031854309

Location: UW-Stevens Point, Dreyfus University Center, 1015 Reserve Street, Rm 378, Stevens Point, WI 54481

DCQ Course ID #: 9606

This training course complies with the requirements of TSCA Title II and is accredited by the State of Wisconsin Department of He

COPY

Rocky Early

Rocky Early, Director of Milwaukee Lead/Asbestos Information Center, Inc.
3495 North 124th Street
Brookfield, WI 53005
414-481-9070

ASBESTOS INSPECTOR

Issued By
STATE OF WISCONSIN
Dept. of Health Services

Larry L Pawlus
W13665 County Road G
Gilman WI 54433-9347

AIR-12912	Exp: 03/18/2017	190 lbs	6' 01"
		04/04/1574	Male

Training due by: 03/18/2017

COPY

Larry Pawlus

has completed the Minnesota-Approved Lead Training course entitled:

Lead Risk Assessor Refresher Training

May 9, 2016

given by

Midwest Environmental Consulting, L.L.C.

125 Railroad Avenue SW, Mora MN 55051

Phone: 763-691-0111/320-679-4054

SUCCESSFULLY PASSED THE EXAMINATION ON May 9, 2016, IN COON RAPIDS, MINNESOTA

IDENTIFICATION NUMBER: MEC/LRAR 1217

Expiration Date: May 9, 2017

MDH Permit Number: RAR-006

Steph A. Meyer
Course Director

Approved by the State of Minnesota under Minnesota Rules, parts 4761.2000 to 4761.2004

LEAD(PB) RISK ASSESSOR
Issued By
STATE OF WISCONSIN
Dept. of Health Services

Larry L. Pawlus
W13665 County Road G
Gilman WI 54433-9347

LRA-12912	Exp: 05/12/2018	04/04/1974	6' 01"
			Male

Training due by: 05/12/2018



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. 1058-14-20, Parcel 1, W15298 STH 29, Tigerton, Shawano County
 Project I.D. 1058-14-21, Parcel 1, W10620 STH 29, Shawano, Shawano County

Project/Parcel Number	Option A – Contractor to Pay WisDOT	Option B – Contractor to Receive Payment from WisDOT
1058-14-20 Parcel 1	\$	\$
1058-14-21 Parcel 1	\$	\$
	\$	\$
	\$	\$
	\$	\$
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