

HIGHWAY WORK PROPOSAL – RAZING AND REMOVING

Wisconsin Department of Transportation
1/2008 s .66.29(7) Wis. Stats.

Proposal Number: Ø 1

COUNTY	STATE PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
Grant	5748-01-20	Dubuque – Dickeyville, Badger Road in Hazel	STH 35

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: Monday, June 20, 2016 Time (local time): 9:00 AM	Firm name, address, city, state, zip
Contract completion time Thirty (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 5748-01-20, Dubuque – Dickeyville, Badger Road in Hazel Green, Town of Hazel Green, STH 35, Grant County.

Perform the work under this construction contract as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction 2016 Edition and these special provisions including the Additional Special Provisions (ASP's).

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

The Standard Specifications for Highway and Structure Construction 2016 Edition is available for browsing, download, or to place an order for a hard copy at:

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

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

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

2. Scope of Work.

Work under this contract includes razing and removing buildings, disposing of all material and debris, removing all miscellaneous land improvements, if any, placing compacted backfill in the exposed basements and openings resulting from the removal of the buildings, and grading the vacant site. (See Parcel Exhibits included in this proposal.) Do not disturb adjacent property.

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

Disconnect the present sanitary sewer or septic system and water systems in accordance to current statutes, ordinances, and regulations.

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

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

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

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

<u>Project</u>	<u>Parcel</u>	<u>Type of Building</u>	<u>Address</u>
5748-01-20	NA	One-story building 975+/- SF with one bathroom, brick exterior, and sitting on a concrete slab with no basement. Well and septic to be disconnected NOT abandoned. Driveway to remain.	425 Badger Road, Hazel Green, Grant County

Perform the following:

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

plumbing inspectors to disconnect well and septic systems. In accordance to state laws and administrative rules, licensed well driller and pump installer contractors shall accomplish all water well disconnects.

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

3. Prosecution and Progress.

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

Give definite notice of intention to start work to the Wisconsin Department of Transportation, SW Region, Attn: Teri Weil, 2101 Wright Street, Madison, WI 53704, Phone 608-246-5357, at least 72 hours in advance of beginning work.

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

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

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

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

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

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

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

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

4. Proposal Requirements and Conditions.

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

5. Preparation of Proposal.

Add the following to standard spec 102.6::

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

6. Subletting or Assignment of Contract.

Standard spec 108.1, which prescribes the minimum amount of work to be performed with the contractor's own organization, shall not apply to this contract. However, if a subcontractor (including, but not limited to, asbestos removal specialists) will be

employed, the bidder shall attach the name, address and specialty of that contractor to the page of the bid in the spaces indicated for that use.

7. Award of Contract.

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

8. Cancellation of Contract.

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

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

9. Standard Insurance Requirements.

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

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

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

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

10. Traffic.

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

11. Legal Relations and Responsibility to the Public.

Add the following to standard spec 107.3:

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

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

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

Add the following to standard spec 107.8:

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

Add the following to standard spec 107.22:

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

12. Protection of Streams, Lakes and Reservoirs.

Standard spec 107.18 shall apply.

13. Underground Fuel Storage Tanks.

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

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

14. Asbestos Removal.

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

Any person performing asbestos abatement must comply with all training and certification requirements, rules, regulations and laws of the State of Wisconsin regarding asbestos removal. If you plan to demolish a building that may contain or is known to contain asbestos, proper notification must be provided to the Department of Natural Resources (DNR) and the Wisconsin Department of Health Services (DHS), at least 10 working days before starting the work. *Note: Wisconsin DNR Central Office phone: (608) 266-2621 – reference: DNR Form 4500-113 "Notification of Demolition and/or Renovation and Application for Permit Exemption". Wisconsin DHS Asbestos & Lead Section Central*

Office phone (608) 261-6876 - reference: *DHS Form F-00041 "Asbestos Project Notification*.

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

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

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

NOTE: Being a commercial building with demolition contractor filing a DNR Notification of Demolition (Form 4500 - 113), it is advised that the contractor have a "Competent Person/Asbestos Supervisor" on-site during the demolition work because of the roofing materials not tested or "Assumed Asbestos" in report. Also the "Competent Person" on-site can make determinations if any undiscovered ACM becomes apparent or discovered during the course of demolition work. Advise the demo contractor to further consult with the DNR on this issue when appropriate notification is filed.

15. Notice to Department of Natural Resources.

When required, notify the Bureau of Air Management, Asbestos Coordinator of the Department of Natural Resources (DNR) located at P.O. Box 7921, Madison, WI 53707, at least ten working days in advance of the contractor's intent to raze or otherwise remove each parcel. In the notice to DNR, include the address and type of building(s) to be razed or removed, the proposed date that each will be razed or removed, and the name of the licensed or approved landfill where the demolition waste will be disposed. Mail a copy of this notice within ten days of DNR notification to: WisDOT-DTSD-SW Region - Attn: Teri Weil, 2101 Wright Street, Madison, WI 53704.

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

16. Disposal of Materials.

Add the following to standard spec 104.8:

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

Clear the entire premises of all decomposable and combustible refuse, debris, and materials resulting from the removal of the buildings. Upon completion of the work, leave the entire

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

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

17. Custody of the Building.

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

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

18. Removing Buildings.

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

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

The department has no knowledge regarding the condition of the structure(s) or their related components. The department cannot and does not warrant the condition of the structure(s) or their components, nor does the department warrant, guarantee, or imply the suitability of the structure(s) for moving.

19. Removal and Razing Operations.

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

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

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

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

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

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

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

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

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

20. Fencing.

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

ADDITIONAL SPECIAL PROVISION 4

Payment to First-Tier Subcontractors

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor may also withhold routine retainage from payments due subcontractors.

Payment to Lower-Tier Subcontractors

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

Release of Routine Retainage

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

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

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work and that no routine retainage is being withheld. The department will pay the prime contractor in full and reduce the routine retainage withheld from the prime contractor to zero when the department approves the final estimate.

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

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

Make the following revisions to the standard specifications:

550.5.2 Piling

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

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

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

643.2.1 General

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

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

Errata

Make the following corrections to the standard specifications:

641.2.9 Overhead Sign Supports

Correct errata adding back accidentally deleted paragraphs one through three.

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

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 5748-01-20

Removal, Grading, Backfill

Photos

Location Map

Asbestos Inspection Report

ID 5748-01-20 – 425 Badger Road, Town of Hazel Green, Grant County,
WI

REMOVE:

One-story building 975+/- SF with one bathroom, brick exterior, and sitting on a concrete slab with no basement. Well and septic will need to be disconnected but NOT abandoned in accordance with current statutes, ordinances, and regulations. Driveway will remain.

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

BACKFILL: Reference Subsection 204.3.1.2 of the Standard Specifications

PHOTOGRAPHS OF THE SUBJECT PROPERTY



Building exterior



Lab Room



Fume Hood in Lab Room



Electrical Panel

SUBJECT STREET VIEW

11/13/2015

425 Badger Rd - Google Maps

Google Maps 425 Badger Rd



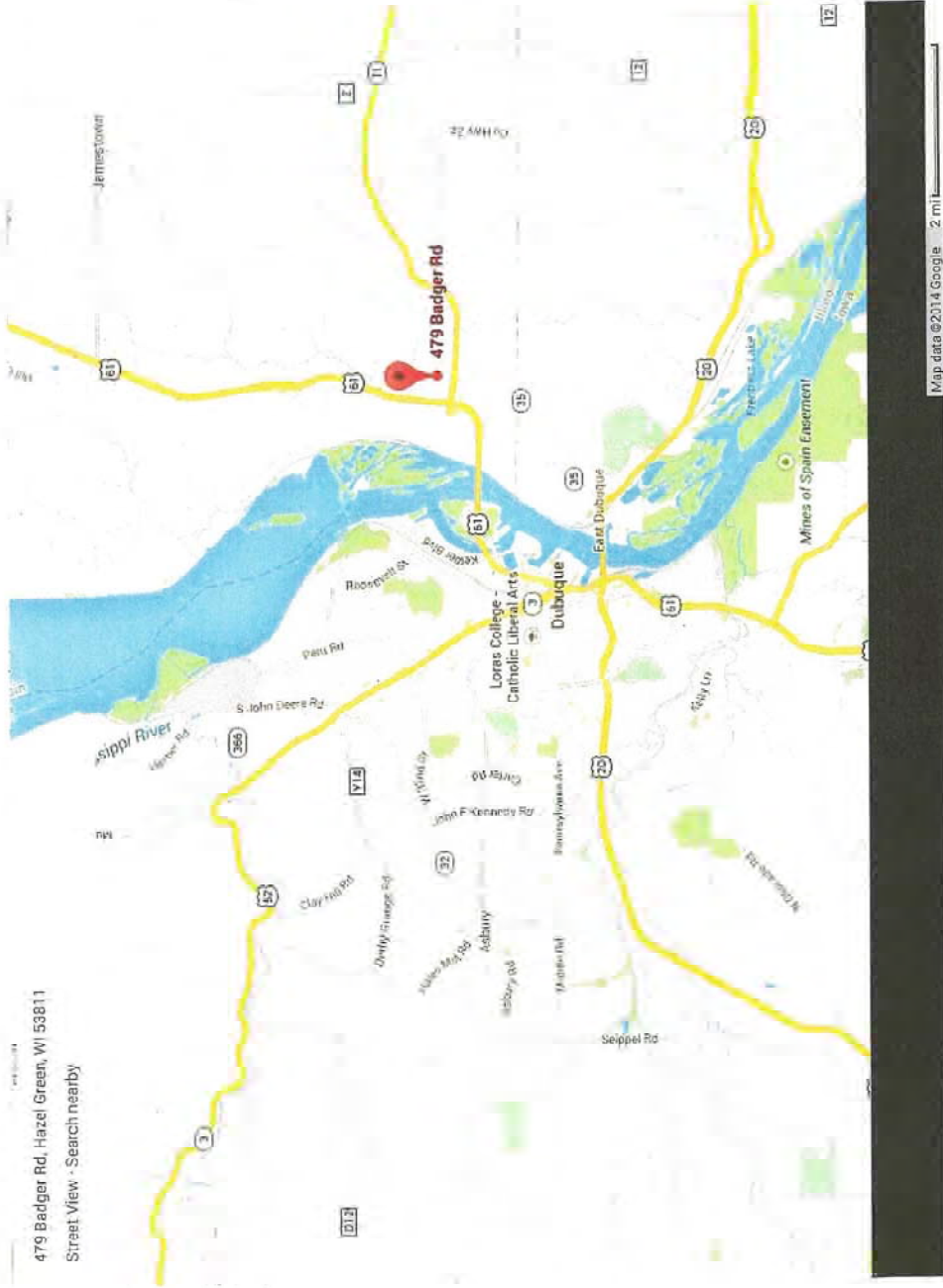
Image capture: Sep 2013 © 2015 Google

Hazel Green, Wisconsin

Street View - Sep 2013

SUBJECT LOCATION MAP 1

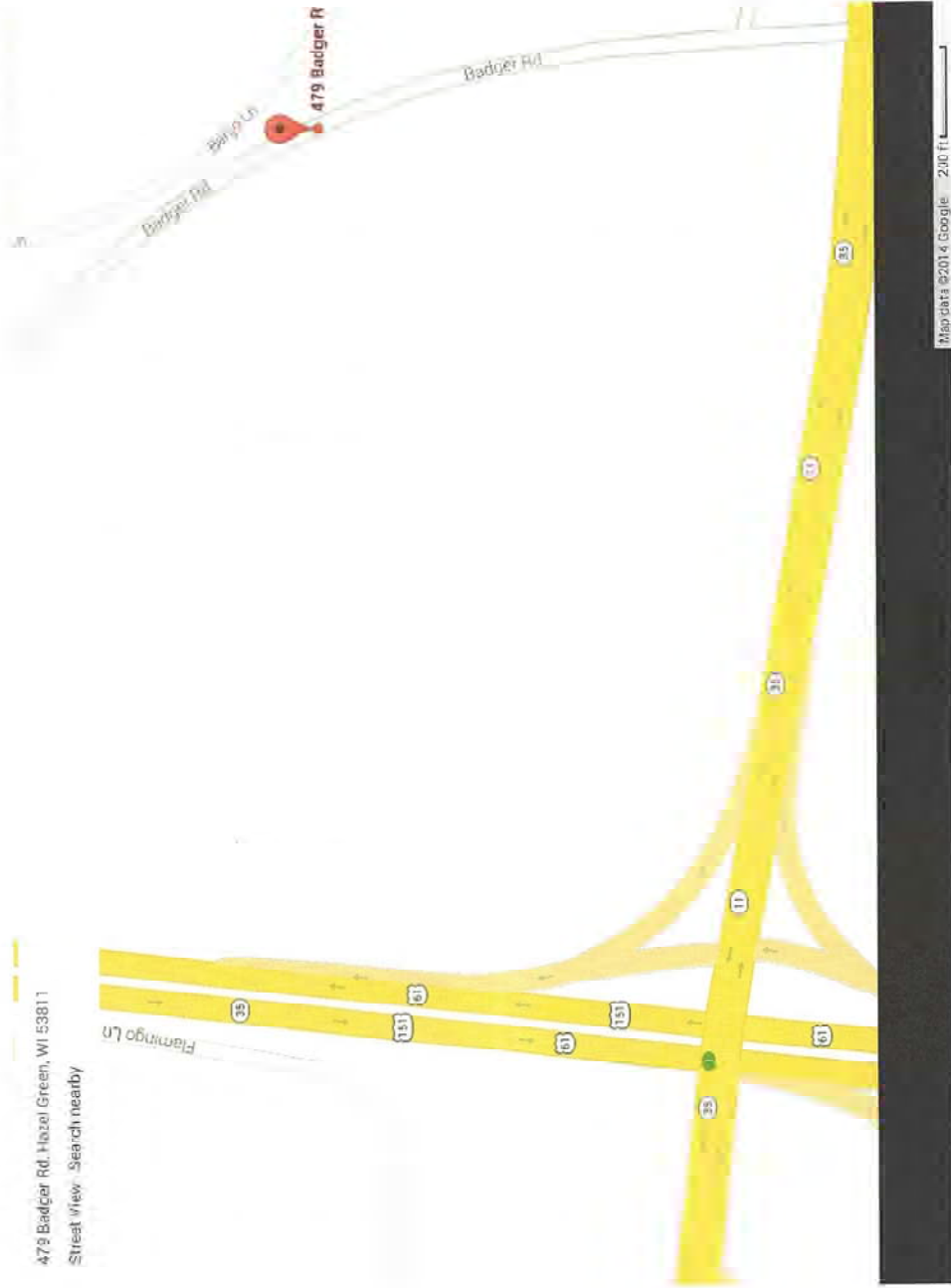
479 Badger Rd - Google Maps



479 Badger Rd, Hazel Green, WI 53811
Street View - Search nearby

SUBJECT LOCATION MAP 2

479 Badger Rd - Google Maps



479 Badger Rd, Hazel Green, WI 53811
Street View Search nearby

<https://www.google.com/maps/place/479+Badger+Rd,+Hazel+Green,+WI+53811/@42.5224063,-90.6093552,17z/data=!4m2!3...> 9/4/2014

Attention: Teri Weil

Vice President / Real Estate Specialist
 Terra Venture Advisors, LLC.
 P.O. Box 139;
 Arlington, WI. 53911

January 16, 2015
 Project #: WISDOT – 0116

**RE: WISDOT Laboratory Building
 (479 / 425 Badger Road, Town of Hazel Green, { Grant County }, WI.).**

Teri,

On January 08, 2016, Mark R. Davis, State Licensed Asbestos Inspector #: AII – 14093 with (DCC) – Davis Consulting & Contracting, LLC conducted an asbestos & lead (Pb) in paint inspection of a single-story Commercial Building structure constructed on slab on-grade at the above-mentioned address. The structure may be demolished by standard machine demolition. During an asbestos inspection any “suspect” building materials that are not bulk sampled and analyzed for asbestos content should then be “Assumed-to-Contain” asbestos until properly bulk sampled and confirmed as non asbestos-containing.

The inspection was conducted by Mark R. Davis, Wisconsin Certified Asbestos Inspector #AII - 14093. Twenty-Three (23) bulk samples were removed from “suspect” building materials on/in the commercial building and a total of Twenty-Eight (28) bulk sample layers were analyzed for asbestos content. Any other building materials not bulk sampled and analyzed for asbestos content during the inspection are therefore “Assumed-to-Contain” asbestos. There was (1) Lead (Pb) based paint sample removed from recyclable building components (i.e. metal or concrete) performed during this inspection and the sample results will be listed in a table later in this report.

Asbestos Findings and Observations: (479 / 425 Badger Road, Town of Hazel Green, WI.).

Sample#:	Location and Description:	Amount:	Results:
DJC-01	NE Mechanical Room; NE Corner; White Drywall & Joint Compound. Homog. Friable.	Approx. 110 sq. ft.	Nad. (No-Asbestos-Detected).
FTM-02 (A&B)	North, Main Lab Room; A) 12” Floor-Tiles and B) Black Mastic to Concrete Floor. Homog. Cat. 1; Non-friable.	Approx. 420 sq. ft.	Both A). Floor-Tiles and B). Black Mastic – Nad.
DJC-03	North, Main Lab Room; NE Corner; Drywall & Joint Compound. Homog. Friable. Note: 7 Fluorescent Lights and 2 Ceiling Vents in this area.	Approx. 110 sq.ft.	Nad.
LTT-04	North, Main Lab Room; North Wall; Fiberglass Panels inside Fume Hood. Homog. Friable.	Approx. 8 sq. ft.	Nad.
FTM-05 (A&B)	North, Main Lab Room; A) 12” Floor-Tiles and B) Black Mastic to Concrete Floor. Homog. Cat. 1; Non-friable.	Approx. 420 sq. ft.	Both A). Floor-Tiles and B). Black Mastic – Nad.

Asbestos Bulk Sampling results, continued....

Sample#:	Location & Description:	Amount:	Results:
FTM-06 (A&B)	North, Main Lab Room; A) 12" Floor-Tiles and B) Black Mastic to Concrete Floor. Homog. Cat. 1; Non-friable.	Approx. 420 sq. ft.	Both A). Floor-Tiles and B). Black Mastic - Nad.
DJC-07	North, Main Lab Room; SW Corner; Drywall & Joint Compound. Homog. Friable.	Approx. 110 sq. ft.	Nad.
SC-08	North, Main Lab Room; South Counter / Sink Top; Homog. Friable.	Approx. 24 sq. ft.	Nad.
YCG-09	South Office Room; NE Door Area; Yellow Carpet Glue Under Grey Carpet to Concrete Floor. Homog. Cat. 1; Non-friable.	Approx. 290 sq. ft.	Nad.
DJC-10	South Office Room; NW Corner; Drywall & Joint Compound. Homog. Friable. Note: Fire Alarm and Light on North Wall in this area.	Approx. 110 sq. ft.	Nad.
DJC-11	South Office Room; SE Corner; Drywall & Joint Compound. Homog. Friable. Note: 2 Thermostats on North Wall in this area.	Approx. 110 sq. ft.	Nad.
CTG-12 (A&B)	Main Bathroom; A) Gray Ceramic Floor-Tiles and B) Gray Grout to Concrete Floor. Homog. Friable.	Approx. 80 sq. ft.	Both A). Ceramic Floor-tiles and B). Grout - Nad.
DJC-13	Main Bathroom; NW Corner; Drywall & Joint Compound. Homog. Friable.	Approx. 110 sq. ft.	Nad.
FTM-14 (A&B)	SW Front Entry; A) 12" Floor-Tiles and B) Black Mastic to Concrete Floor. Homog. Cat. 1; Non-friable.	Approx. 56 sq. ft.	Both A). Floor-Tiles and B). Black Mastic - Nad.
YCM-15	Door by SW Front Entry; Yellow Carpet Glue Under Grey Carpet to Concrete Floor. Homog. Cat. 1; Non-friable. Note: Exit Sign in this area.	Approx. 290 sq. ft.	Nad.
DJC-16	SW Front Entry; NW Corner; Drywall & Joint Compound. Homog. Friable. Note: 6 Fluorescent Lights in this area.	Approx. 90 sq. ft.	Nad.
BDC-17	Exterior; By SW Entry Door; Gray Caulk around Perimeter of Door to Brick. Homog. Cat. 1; Non-friable.	Approx. 8 lin. ft.	Nad.
WC-18	Exterior; SE Corner; Gray Caulk around Perimeter of SE Window. Homog. Cat. 1; Non-friable.	Approx. 4 lin. ft.	Nad.
EC-19	Exterior; East Side of Building; Gray Caulk around Water Spicket. Homog. Cat. 1; Non-friable.	Approx. 1 lin. ft.	Nad.
EBC-20	Exterior; NE Corner; Black Caulk to Brick above Black HVAC Duct. Homog. Cat. 1; Non-friable.	Approx. 2 lin. ft.	Nad.

Asbestos Sampling results, continued....

Sample#:	Location and Description:	Amount:	Results:
CR-21	Exterior; NE Corner; Clear Silicone Caulk to Rubber on HVAC Duct. Homog. Cat. 1; Non-friable.	Approx. 3 lin. ft.	Nad.
SP-22	Exterior; NW Corner; HVAC Duct; Brown / Grey Paint / Sealant to Duct. Homog. Cat. 1; Non-friable.	Approx. 20 sq. ft.	Nad.
WC-23	Exterior; NW Window; Grey Caulk around perimeter of Window to Brick. Homog. Cat. 1; Non-friable.	Approx. 4 lin. ft.	Nad.
Assumed Asbestos	Exterior Roof; Asphalt-Based Roofing Shingles to Wood Sheeting/Substrate. Homog. Cat. 1; Non-friable. May Remain in Place During Demolition and Must be Deposited in a Licensed Construction & Demolition (C&D) Landfill.	Approx. 1,100 sq. ft.	“Assumed-to-Contain” Asbestos.

Please Note: There were no Asbestos-containing-materials (ACMs) discovered during the asbestos inspection to be managed or abated before machine demolition work.

Please Note: If there is a building material encountered or discovered during the demolition/renovation work that is not identified in this asbestos inspection report, then seize or halt the demolition work and contact DCC – Davis Consulting & Contracting, LLC. or another State Certified Asbestos Inspector to properly test or inspect the “suspect” building material for asbestos-content.

The “assumed asbestos” exterior roofing materials on the structure is categorized as Category 1, Non-friable asbestos-containing-materials (ACMs) applied to wood (non-recyclable substrate). The roofing materials were in good condition at the time of inspection and may remain in place during the machine demolition work. If the roofing materials remain in place during demolition, then the resulting demolition debris must be deposited at a licensed Construction & Demolition (C&D) landfill. The “assumed asbestos” roofing materials must not be crushed, pulverized, reused, recycled or burned per State DNR regulations.

Lead-Based Paint Testing Results to Recyclable Substrate(s)....

Sample #:	Location and Description:	Amount:	Results:
SP-22	Exterior; NW Corner; HVAC Duct; Brown / Gray / Paint / Sealant to HVAC Duct. Duct runs up to Edge of Roof Line. Homog. (Non-Lead (Pb) containing paint.)	Approx. 20 sq. ft.	0.00488 % (Percentage by Weight) or 48.8 PPM (Parts-Per-Million).

Regarding the Lead (Pb) paint test results from the previous page....

Lead (Pb)-containing paint by State of Wisconsin Standards is paint testing at and above 0.06 % (Percentage by Weight), or testing at or above 600 PPM (Parts-Per-Million). The paint tested on the Exterior NW HVAC Duct during this inspection is Non-Lead (Pb) containing paint below State of Wisconsin Standards to be considered as Lead (Pb) based paint.

Other Environmental Concerns.... There were fluorescent lights discovered inside the building. Refer to the table in this report for the locations and amounts. Older fluorescent light fixtures may contain ballasts (inside the light) that are “assumed-to-contain” PCBs. If this is the case, the ballasts should be collected and be appropriately recycled before any demolition work to the building. Newer fluorescent light fixtures usually have ballasts that are labeled as containing “No PCBs”. Also, the fluorescent light bulbs / tubes can contain lower levels of mercury and other gases. The fluorescent light bulbs / tubes should also be collected and appropriately recycled before any demolition work.

There were some ammonia bottles and misc. household chemicals found inside / under the sink in the main, North laboratory of the building. The ammonia and misc. chemicals should be collected and appropriately recycled before any demolition work to the building.

There also were 2 thermostat devices discovered in the office area of the building. Any mercury containing thermostats or devices should be removed “intact” and be appropriately recycled before any machine demolition work to the building or structure. There also was a fire alarm control on the North wall of the office room and an Exit sign above the SW entry door which both should be collected and recycled before demolition work. Also, any Freon Containing appliances or Refrigerants should be removed before any demolition work. Refer to the DNR Publication WA – 651 – “Pre-Demolition Environmental Checklist” for other items / materials that may need to be managed before any demolition and / or Renovation work.

If a commercial building is scheduled to be demolished, then a “Notification of Demolition (Form 4500 – 113) would need to be filed with the DNR before starting with the demolition project. The demolition work may commence or start only after ten (10) “working days” from the date the postmarked notification is filed. Demolition work would then be able to commence or start on the eleventh (11th) “working day” and only after any required asbestos removal / abatement work is completed first.

All (DCC) – Davis Consulting & Contracting, LLC.’s asbestos inspections and abatement services comply with all State and Federal regulatory agencies. All persons performing asbestos-related work activities are certified by the State of Wisconsin Department of Health Services (DHS). (DCC) – Davis Consulting & Contracting, LLC. is a certified asbestos company with the State of Wisconsin Department of Health Services (DHS) and a registered company with the State of Wisconsin Department of Commerce – Safety & Buildings Division. If you have any questions or concerns with this inspection report or the findings analysis, please contact me at your convenience. Thank you for the opportunity to serve you and Terra Venture Advisors, LLC. with this asbestos inspection report.

Sincerely and Respectfully Yours,

Mark R. Davis,

WI. Asbestos Inspector # AII – 14093

WI. Certified Asbestos Company #: CAP - 910040

TRIANGLE ENVIRONMENTAL SERVICE CENTER, INC.

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

LEAD IN PAINT SAMPLE ANALYSIS SUMMARY

(EPA METHOD 7420)

CLIENT: Davis Consulting & Contracting, LLC
P. O. Box 1750
Fond du Lac, WI 54936-1750

TESC LOGIN #: 160118A

DATE OF RECEIPT: 1/18/2016
DATE OF ANALYSIS: 1/18/2016
DATE OF REPORT: 1/18/2016

CLIENT JOB #: **WISDOT Building**

JOBSITE: 425 Badger Rd.

ANALYST: IH

TESC SAMPLE #	CLIENT SAMPLE #	SAMPLE WEIGHT (mg)	TOTAL LEAD (ug)	LEAD CONCENTRATION (% by Weight)	LEAD CONCENTRATION PPM
1	SP-22	342	16.7	0.00488	48.8

Total Sample(s) Analyzed: 1

Reviewed By Authorized Signatory:



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

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Results represent the analysis of samples submitted by the customer. Sample information was provided by the customer. This report must not be reproduced, except in full, without the written consent of Triangle Environmental Service Center, Inc. The test report related only to the item(s) tested. This analysis was performed by an AHIA accredited laboratory. AIHA/ELLAP ID: 100527, NYELAP/NELAC ID: 11413. Minimum Reporting Limit: 20 ug. Lead Based Paint contains 0.5% lead by weight per Federal statute. The OSHA Lead in Construction Standard, 29 CFR 1926.62, is invoked if any lead is present in the sample. Lead-free paint is defined as <0.06% by weight (CPSC). [LEGEND: mg= milligram, ug= microgram, ppm= parts per million]

TESC LOGIN NUMBER:

160118A

TRIANGLE ENVIRONMENTAL SERVICE CENTER

13609 East Boundary Road, Suite B • Midlothian • VA • 23112 • Tel: 804-739-1751 • Fax: 804-739-1753

CHAIN OF CUSTODY FORM

LAB CUSTOMER: Davis Consulting & Contracting, LLC

ADDRESS: P. O. Box 1750

CITY, STATE, ZIP: Pond du Lac, WI 54936-1750

TAT: 2 Hour: ___ 6 Hour: 24 Hour: ___ 48 Hour: ___ 3 Day: ___ 5 Day: ___

CONTACT METHOD: Phone: 920-979-4969 Fax: 920-922-8357

DATE: 01/14/16

CONTACT NAME: Mark R. Davis

PROJECT #: WISDOT Building.

PROJECT SITE: 425 Badger Road,

Email: In TESC File Hazel Green, WI.

Sample number	Sample Date	Asbestos					Lead				Other Metals				Air Quality/Mold				Comments										
		Bulk ID by PLM	PCM Fiber Count	PLM Point Count 400	PLM Point Count 1000	PLM Gravimetric	CARB 435 (Soil only)	TEM AHERA Air	TEM Bulk Chatfield	Air	Paint(% & PPM)	Soil(PPM)	Wipe	TCLP (Pb)	Waster Water	Drinking Water (Pb)	TCLP RCRA 8	CAM 17		Welding Fume	Toxic Metal Profile	Biocassette	Slide	Surface Tape	Surface Swab	Bulk	Air Volume (L)	Wipe Area (ft ²)	Scrape Area (cm ²)
CR-21	01/08	<input checked="" type="checkbox"/>																								= 9cm ²			Silicone Caulk HVAC.
SP-22	01/08	<input checked="" type="checkbox"/>																								= 12cm ²			Solvent/Paint New Duct
WC-23	01/08	<input checked="" type="checkbox"/>																								= 6cm ²			12" Window Caulk.

Released by: Mark R. Davis

Received by: [Signature]

Released by: [Signature]

Received by: [Signature]

Signature: [Signature]

Signature: [Signature]

Signature: [Signature]

Signature: [Signature]

Date/Time: 01/14/16 12:30pm

Date/Time: 01/18/16 9:13a

Date/Time: [Blank]

Date/Time: [Blank]

TRIANGLE ENVIRONMENTAL SERVICE CENTER, INC.

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

BULK ASBESTOS SAMPLE ANALYSIS SUMMARY

CLIENT: Davis Consulting & Contracting, LLC
P. O. Box 1750
Fond du Lac, WI 54936-1750

TESC LOGIN #: 160115R

DATE OF RECEIPT: 1/15/2016
DATE OF ANALYSIS: 1/15/2016
DATE OF REPORT: 1/15/2016

CLIENT JOB: **WISDOT Building**

ANALYST: F. Jiang

JOB SITE: 425 Badger Rd.

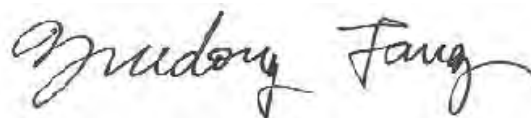
TESC SAMPLE #	CLIENT SAMPLE ID & GROSS DESCRIPTION	ESTIMATED % ASBESTOS	NON ASBESTOS % FIBERS	NON FIBROUS % MATERIALS
1	DJC-01 / White Powder, Brown Fibers	NAD	20% Cellulose	80%
2A	FTM-02 - Tile / Beige Vinyl	NAD		100%
2B	FTM-02 - Mastic / Black Adhesive	NAD		100%
3	DJC-03 / White Powder, Brown Fibers	NAD	20% Cellulose	80%
4	LTT-04 / White Fibers	NAD	98% Fiberglass	2%
5A	FTM-05 -Tile / Beige Vinyl	NAD		100%
5B	FTM-05 - Mastic / Black Adhesive	NAD		100%
6A	FTM-06 - Tile / Beige Vinyl	NAD		100%
6B	FTM-06 - Mastic / Black Adhesive	NAD		100%
7	DCJ-07 / White Powder, Brown Fibers	NAD	20% Cellulose	80%

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

NVLAP Lab Code: 200794-0

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

Reviewed By Authorized Signatory:



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

TRIANGLE ENVIRONMENTAL SERVICE CENTER, INC.

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

BULK ASBESTOS SAMPLE ANALYSIS SUMMARY

CLIENT: Davis Consulting & Contracting, LLC
P. O. Box 1750
Fond du Lac, WI 54936-1750

TESC LOGIN #: 160115R

DATE OF RECEIPT: 1/15/2016
DATE OF ANALYSIS: 1/15/2016
DATE OF REPORT: 1/15/2016

CLIENT JOB: **WISDOT Building**

ANALYST: F. Jiang

JOB SITE: 425 Badger Rd.

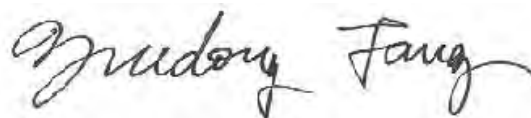
TESC SAMPLE #	CLIENT SAMPLE ID & GROSS DESCRIPTION	ESTIMATED % ASBESTOS	NON ASBESTOS % FIBERS	NON FIBROUS % MATERIALS
8	SC-08 / Grey Granular	NAD		100%
9	YCG-09 / Yellow Adhesive	NAD		100%
10	DJC-10 / White Powder, Brown Fibers	NAD	20% Cellulose	80%
11	DJC-11 / White Powder, Brown Fibers	NAD	20% Cellulose	80%
12A	CTG-12 - Tile / Grey Ceramic	NAD		100%
12B	CTG-12 - Grout / Grey Granular	NAD		100%
13	DJC-13 / White Powder, Brown Fibers	NAD	20% Cellulose	80%
14A	FTM-14 - Tile / Grey Vinyl	NAD		100%
14B	FTM-14 - Mastic / Black Adhesive	NAD		100%
15	YCM-15 / Yellow Adhesive	NAD		100%

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

NVLAP Lab Code: 200794-0

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

Reviewed By Authorized Signatory:



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

TRIANGLE ENVIRONMENTAL SERVICE CENTER, INC.

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

BULK ASBESTOS SAMPLE ANALYSIS SUMMARY

CLIENT: Davis Consulting & Contracting, LLC
P. O. Box 1750
Fond du Lac, WI 54936-1750

TESC LOGIN #: 160115R

DATE OF RECEIPT: 1/15/2016
DATE OF ANALYSIS: 1/15/2016
DATE OF REPORT: 1/15/2016

CLIENT JOB: **WISDOT Building**

ANALYST: F. Jiang

JOB SITE: 425 Badger Rd.

TESC SAMPLE #	CLIENT SAMPLE ID & GROSS DESCRIPTION	ESTIMATED % ASBESTOS	NON ASBESTOS % FIBERS	NON FIBROUS % MATERIALS
16	DJC-16 / White Powder, Brown Fibers	NAD	20% Cellulose	80%
17	BDC-17 / Grey Adhesive	NAD		100%
18	WC-18 / Grey Adhesive	NAD		100%
19	EC-19 / Grey Adhesive	NAD		100%
20	EBC-20 / Grey Adhesive	NAD		100%
21	CR-21 / Clear, Grey Adhesive	NAD		100%
22	SP-22 / Grey Paint Chips	NAD		100%
23	WC-23 / Grey Adhesive	NAD		100%

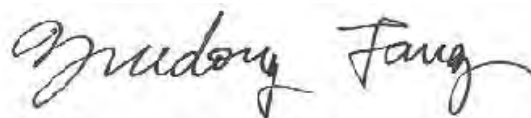
Total Samples/Layers Analyzed: 28

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

NVLAP Lab Code: 200794-0

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

Reviewed By Authorized Signatory:



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

TESC LOGIN NUMBER: 160115R

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CHAIN OF CUSTODY FORM

LAB CUSTOMER: Davis Consulting & Contracting, LLC

ADDRESS: P. O. Box 1750


CITY, STATE, ZIP: Pond du Lac, WI 54936-1750

TAT: 2 Hour: 6 Hour: X 24 Hour: 48 Hour: 3 Day: 5 Day: 6

CONTACT METHOD: Phone: 920-979-4969 Fax: 920-922-8357

DATE: 01/14/16
CONTACT NAME: Mark R. Davis
PROJECT #: WISDOT Building
PROJECT SITE: 425 Badger Road,
Email: In TESC File Hazel Green, WI.

Sample number	Sample Date	Asbestos							Lead							Other Metals					Air Quality/Mold				Comments		
		Bulk ID by PLM	PCM Fiber Count	PLM Point Count 400	PLM Point Count 1000	PLM Gravimetric	CARB 435 (Soil only)	TEM AHERA Air	TEM Bulk Chatfield	Air	Paint(% & PPM)	Soil(PPM)	Wipe	TCLP (Pb)	Water Water	Drinking Water (Pb)	TCLP RCRA 8	CAM 17	Welding Fume	Toxic Metal Profile	Biocassette	Slide	Surface Tape	Surface Swab		Bulk	Air Volume (L)
DJC-01	01/08	X																							≈26cm ²		Drywall & J. Comp.
FIM-02		X																							≈30cm ²		Tile & Mastic - (stop positive)
DJC-03		X																							≈40cm ²		Drywall/J. Comp.
LIT-04		X																							≈12cm ²		Lab Fume Hood
FIM-05		X																							≈45cm ²		Tile & Mastic - (stop positive)
FIM-06		X																							≈19cm ²		Tile & Mastic - (stop positive)
DJC-07		X																							≈40cm ²		Drywall & J. Comp.
SC-08		X																							≈15cm ²		Lab Counter top
YCG-09		X																							≈8cm ²		Yellow Carpet Glue
DJC-10		X																							≈22cm ²		Drywall & J. Comp.

Released by: Mark R. Davis Signature: 

Received by: _____ Signature: _____

Released by: _____ Signature: _____

Received by: _____ Signature: _____

Date/Time: 01/14/16 12:30pm

Date/Time: 01/15/16 13:00

Date/Time: _____

Date/Time: _____

Form-Tile
Mastic - (stop positive) →

Stop positive (positive) →

Stop positive (positive) →

Prepared by TESC

160115R

TESC LOGIN NUMBER:

TRIANGLE ENVIRONMENTAL SERVICE CENTER

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

CHAIN OF CUSTODY FORM

LAB CUSTOMER: Davis Consulting & Contracting, LLC

ADDRESS: P. O. Box 1750

CITY, STATE, ZIP: Pond du Lac, WI 54936-1750

TAT: 2 Hour: 6 Hour: 24 Hour: 48 Hour: 3 Day: 5 Day:

CONTACT METHOD: Phone: 920-979-4969 Fax: 920-922-8357

DATE: 01/14/16
 CONTACT NAME: Mark R. Davis
 PROJECT #: WISDOT Building
 PROJECT SITE: 425 Badger Road,
 Email: In TESC File Hazel Green, WI.

Sample number	Sample Date	Asbestos							Lead				Other Metals				Air Quality/Mold				Comments								
		Bulk ID by PLM	PCM Fiber Count	PLM Point Count 400	PLM Point Count 1000	PLM Gravimetric	CARB 435 (Soil only)	TEM AHERA Air	TEM Bulk Chatfield	Air	Paint(% & PPM)	Soil(PPM)	Wipe	TCLP (Pb)	Waster Water	Drinking Water (Pb)	TCLP RCRA 8	CAM 17	Welding Fume	Toxic Metal Profile		Biocassette	Slide	Surface Tape	Surface Swab	Bulk	Air Volume (L)	Wipe Area (ft ²)	Scrape Area (cm ²)
DJC-11	01/08	X																								≈ 24cm ²		Drywall / J. Comp.	
CTG-12		X																								≈ 22cm ²		Ceramic Tile & Grout.	
DJC-13		X																								≈ 20cm ²		Drywall / J. Comp.	
FTM-14		X																								≈ 16cm ²		Floor-Tile & Mastic (Stop Positive)	
YCM-15		X																								≈ 12cm ²		Yellow Carpet Mastic,	
DJC-16		X																								≈ 22cm ²		Drywall / J. Comp.	
BDC-17		X																								≈ 4cm ²		SPW Door Caulk.	
WC-18		X																								≈ 5cm ²		S/E Window Caulk.	
EC-19		X																								≈ 8cm ²		Caulk-Water Spicket.	
EBC-20		X																								≈ 4cm ²		Caulk to Brick-HVAC.	
Released by: Mark R. Davis		Signature:		Date/Time: 01/14/16 12:30pm		Signature:		Date/Time: 01/15/16 12:00pm		Signature:		Date/Time:		Signature:		Date/Time:		Signature:		Date/Time:		Signature:		Date/Time:		Signature:		Date/Time:	

Notes:
 Floor-Tile
 Mastic
 Homogeneous?

Stop Positive

TESC LOGIN NUMBER: 160115P

TRIANGLE ENVIRONMENTAL SERVICE CENTER

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

CHAIN OF CUSTODY FORM

LAB CUSTOMER: Davis Consulting & Contracting, LLC

ADDRESS: P. O. Box 1750

CITY, STATE, ZIP: Pond du Lac, WI 54936-1750

TAT: 2 Hour: 6 Hour: X 24 Hour: 48 Hour: 3 Day: 5 Day:

CONTACT METHOD: Phone: 920-979-4969 Fax: 920-922-8357

DATE: 01/14/16 CONTACT NAME: Mark R. Davis PROJECT #: WISDOT Building PROJECT SITE: 425 Badger Road, Hazel Green, WI Email: In TESC File

Table with columns: Sample number, Asbestos (PLM Count, Bulk ID, etc.), Lead (Soil, Paint, etc.), Other Metals (Welding Fume, etc.), Air Quality/Mold, Wipe Area, Scrape Area, Volume, and Comments. Includes handwritten entries for samples CR-21, SP-22, and WC-23.

Signature: Mark R. Davis Date/Time: 01/14/16 12:30pm Signature: Date/Time: 01/15/16 12:00 Signature: Date/Time: Signature: Date/Time:

BID FORM INSTRUCTIONS

(Please Read Carefully)

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

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

1. Under the column entitled "Option A," insert the amount, if any, in numerals (dollars and cents) for each parcel that the bidder intends to pay the State of Wisconsin.
2. Under the column entitled "Option B," inset the amount, if any, in numerals (dollars and cents) for each parcel that the bidder intends to be paid by the State of Wisconsin.
3. A bid of \$0.00 is acceptable.
4. Bidder must bid on each parcel but only under one option per parcel.
5. A bid, which lists an amount under both options, will be considered an irregular bid and rejected.
6. Bidder must either leave blank or line out the blank under the option for which the bidder does not submit a bid.
7. The contract, if awarded, will be awarded based on the bid most favorable to the Department. A combined net bid is the difference between bids under Option A and Option B. Therefore, in the "Total Bid or Combined Net Bid" row on the Bid Proposal, if you bid under only one option for all parcels, enter the total amount. If you bid under Option A for some parcels and Option B for other parcels, enter the difference between the two bids. (Reference Article 7, Award of Contract)
8. The bid proposal shall remain completely intact when submitted. (Reference Article 5, Preparation of Proposal)
9. A SEPARATE CERTIFIED CHECK, BANK'S DRAFT, BANK'S CHECK, OR POSTAL MONEY ORDER FOR THE BID AMOUNT IN THE "OPTION A" SUBTOTAL COLUMN SHALL BE ATTACHED TO THE BID PROPOSAL.
10. **PROPOSAL GUARANTY** (see Subsection 102.8 of the Standard Specifications). **ONE OF THE 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. 5748-01-20, 425 Badger Road, Town of Hazel Green, Grant County

Project/Parcel Number	Option A – Contractor to Pay WisDOT	Option B – Contractor to Receive Payment from WisDOT
5748-01-20	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
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