

# HIGHWAY WORK PROPOSAL – RAZING AND REMOVING

Proposal Number: **Ø 1**

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

COUNTY	STATE PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
Milwaukee	1228-22-21, Parcel 4	North South Freeway; Capitol Drive to Hampton Avenue	IH 43

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  
Payable to: Wisconsin Department of Transportation

Attach Proposal Guaranty.

Bid submittal due  
Date: June 28, 2021  
Time (local time): 9:00 a.m.

Firm name, address, city, state, zip

Contract completion time  
Fourteen (14) 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 <b>Razing and Removing</b>	
Notice of award dated	Date guaranty returned

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

NOT FOR BIDDING PURPOSES

**Effective with November 2007 Letting**

## **PROPOSAL REQUIREMENTS AND CONDITIONS**

The bidder, signing and submitting this proposal, agrees and declares as a condition thereof, to be bound by the following conditions and requirements.

If the bidder has a corporate relationship with the proposal design engineering company, the bidder declares that it did not obtain any facts, data, or other information related to this proposal from the design engineering company that was not available to all bidders.

The bidder declares that they have carefully examined the site of, and the proposal, plans, specifications and contract forms for the work contemplated, and it is assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications, special provisions and contract. It is mutually agreed that submission of a proposal shall be considered conclusive evidence that the bidder has made such examination.

The bidder submits herewith a proposal guaranty in proper form and amount payable to the party as designated in the advertisement inviting proposals, to be retained by and become the property of the owner of the work in the event the undersigned shall fail to execute the contract and contract bond and return the same to the office of the engineer within fourteen (14) days after having been notified in writing to do so; otherwise to be returned.

The bidder declares that they understand that the estimate of quantities in the attached schedule is approximate only and that the attached quantities may be greater or less in accordance with the specifications.

The bidder agrees to perform the said work, for and in consideration of the payment of the amount becoming due on account of work performed, according to the unit prices bid in the following schedule, and to accept such amounts in full payment of said work.

The bidder declares that all of the said work will be performed at their own proper cost and expense, that they will furnish all necessary materials, labor, tools, machinery, apparatus, and other means of construction in the manner provided in the applicable specifications and the approved plans for the work together with all standard and special designs that may be designed on such plans, and the special provisions in the contract of which this proposal will become a part, if and when accepted. The bidder further agrees that the applicable specifications and all plans and working drawings are made a part hereof, as fully and completely as if attached hereto.

The bidder, if awarded the contract, agrees to begin the work not later than ten (10) days after the date of written notification from the engineer to do so, unless otherwise stipulated in the special provisions.

The bidder declares that if they are awarded the contract, they will execute the contract agreement and begin and complete the work within the time named herein, and they will file a good and sufficient surety bond for the amount of the contract for performance and also for the full amount of the contract for payment.

The bidder, if awarded the contract, shall pay all claims as required by Section 779.14, Statutes of Wisconsin, and shall be subject to and discharge all liabilities for injuries pursuant to Chapter 102 of the Statutes of Wisconsin, and all acts amendatory thereto. They shall further be responsible for any damages to property or injury to persons occurring through their own negligence or that of their employees or agents, incident to the performance of work under this contract, pursuant to the Standard Specifications for Road and Bridge Construction applicable to this contract.

In connection with the performance of work under this contract, the contractor agrees to comply with all applicable state and federal statutes relating to non-discrimination in employment. No otherwise qualified person shall be excluded from employment or otherwise be subject to discrimination in employment in any manner on the basis of age, race, religion, color, gender, national origin or ancestry, disability, arrest or conviction record (in keeping with s.111.32), sexual orientation, marital status, membership in the military reserve, honesty testing, genetic testing, and outside use of lawful products. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor further agrees to ensure equal opportunity in employment to all applicants and employees and to take affirmative action to attain a representative workforce.

The contractor agrees to post notices and posters setting forth the provisions of the nondiscrimination clause, in a conspicuous and easily accessible place, available for employees and applicants for employment.

If a state public official (section 19.42, Stats.) or an organization in which a state public official holds at least a 10% interest is a party to this agreement, this contract is voidable by the state unless appropriate disclosure is made to the State of Wisconsin Ethics Board.

**PROPOSAL BID BOND**

DT1303 1/2006

Wisconsin Department of Transportation

Proposal Number	Project Number	Letting Date
Name of Principal		
Name of Surety	State in Which Surety is Organized	

We, the above-named Principal and the above-named Surety, are held and firmly bound unto the State of Wisconsin in the sum equal to the Proposal Guaranty for the total bid submitted for the payment to be made; we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. The condition of this obligation is that the Principal has submitted a bid proposal to the State of Wisconsin acting through the Department of Transportation for the improvement designated by the Proposal Number and Letting Date indicated above.

If the Principal is awarded the contract and, within the time and manner required by law after the prescribed forms are presented for signature, enters into a written contract in accordance with the bid, and files the bond with the Department of Transportation to guarantee faithful performance and payment for labor and materials, as required by law, or if the Department of Transportation shall reject all bids for the work described, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. In the event of failure of the Principal to enter into the contract or give the specified bond, the Principal shall pay to the Department of Transportation **within 10 business days of demand** a total equal to the Proposal Guaranty as liquidated damages; the liability of the Surety continues for the full amount of the obligation as stated until the obligation is paid in full.

The Surety, for value received, agrees that the obligations of it and its bond shall not be impaired or affected by any extension of time within which the Department of Transportation may accept the bid; and the Surety does waive notice of any such extension.

IN WITNESS, the Principal and Surety have agreed and have signed by their proper officers and have caused their corporate seals to be affixed this date: **(DATE MUST BE ENTERED)**

**PRINCIPAL**

\_\_\_\_\_  
(Company Name) **(Affix Corporate Seal)**

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Name of Surety) **(Affix Seal)**

\_\_\_\_\_  
(Signature of Attorney-in-Fact)

**NOTARY FOR PRINCIPAL**

\_\_\_\_\_  
(Date)

State of Wisconsin )  
) ss.  
\_\_\_\_\_ County )

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

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

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

\_\_\_\_\_  
(Date Commission Expires)

**Notary Seal**

**NOTARY FOR SURETY**

\_\_\_\_\_  
(Date)

State of Wisconsin )  
) ss.  
\_\_\_\_\_ County )

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

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

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

\_\_\_\_\_  
(Date Commission Expires)

**Notary Seal**

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

# CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

\_\_\_\_\_  
(Signature of Authorized Contractor Representative)

\_\_\_\_\_  
(Date)

NOT FOR BIDDING PURPOSES

NOT FOR BIDDING PURPOSES





**DECEMBER 2000**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

Instructions for Certification

1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department determined to enter into this transaction. If it is later determined that the contractor knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government the department may terminate this transaction for cause or default.
4. The prospective contractor shall provide immediate written notice to the department to whom this proposal is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective contractor agrees by submitting this proposal that, should this contract be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department entering into this transaction.
7. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," which is included as an addendum to PR-1273 - "Required Contract Provisions Federal Aid Construction Contracts," without

modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. The contractor may rely upon a certification of a prospective subcontractor/materials supplier that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contractor may decide the method and frequency by which it determines the eligibility of its principals. Each contractor may, but is not required to, check the Disapproval List (telephone # 608/266/1631).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a contractor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- (1) The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offense enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

**Special Provisions**

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## SPECIAL PROVISIONS

### 1. General.

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

**Project ID 1228-22-21, Parcel 4, North South Freeway, Capitol Drive to Hampton Avenue, IH 43, Milwaukee 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 2021 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 2021 Edition is available for browsing, download, or to place an order for a hard copy at:

<http://wisconsindot.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.

The work under this contract consists of razing and removing two cell towers, fencing, concrete pads and/or footings and a structure. Grading vacant site where these improvements were removed. Do not disturb adjacent or surrounding property.

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.

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, cell phone towers and backfill the resulting exposed openings at the following locations:

<u>Project</u>	<u>Parcel</u>	<u>Type of Building</u>	<u>Address</u>
1228-22-21	4	Razing and removing two cell towers, 100-105' tall and 120' tall; all fencing, concrete pads and/or footings; any ground level items and a concrete aggregate type structure. If there are pier foundations, they should be removed to 2' below grade and flagged for our contractor's knowledge. The power should be de-energized and all conduit should be abandoned below grade. After that, graded to level, no gravel. Do not disturb adjacent or surrounding property.	4206 North Green Bay Ave., Milwaukee, WI 53209

Perform the following:

1. Remove the structures from the premises.
2. Remove and dispose of all asbestos and hazardous materials in compliance with this contract and 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.
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. If there are pier foundations, they should be removed to 2' below grade and flagged for our contractor's knowledge. The power should be de-energized and all conduit should be abandoned below grade. After that, graded to level, no gravel.

### **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, Southeast Region, Attn: Laura Sadler, 141 NW Barstow Street, PO Box 798, Waukesha, WI 53187, Phone 414-870-8822, 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:



<b>Type of Insurance</b>	<b>Minimum Limits Required*</b>
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.**

An asbestos inspection has been completed for the buildings to be demolished. Copies of the inspection reports can be obtained from: WisDOT-DTSD-Southeast Region, Real Estate - Attn: Laura Sadler, 141 NW Barstow Street, PO Box 798, Waukesha, WI 53187, or [laura@tva-llc.com](mailto:laura@tva-llc.com).

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) Department of Health Services (DHS) 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. A copy of the abatement and disposal report must be submitted to: WisDOT-DTSD- Southeast Region, Real Estate- Attn: Laura Sadler, 141 NW Barstow Street, PO Box 798, Waukesha, WI 53187. Or via email: [laura@tva-llc.com](mailto:laura@tva-llc.com)

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.**

For all buildings to be razed or removed, a notification of demolition and/or Renovation (form 4500-113) and all applicable fees 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. A copy of this notice must be submitted to: WisDOT-DTSD-Southeast Region Real Estate - Attn: Laura Sadler, 141 NW Barstow Street, PO Box 798, Waukesha, WI 53187. Or via email : [laura@tva-llc.com](mailto:laura@tva-llc.com)

*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>

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 or email a copy of this notice within ten days of DNR notification to: Email: [laura@tva-llc.com](mailto:laura@tva-llc.com) Or WisDOT-DTSD-Southeast Region Real Estate - Attn: Laura Sadler, 141 NW Barstow Street, PO Box 798, Waukesha, WI 53187.

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.

## 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.

All hazardous waste, lamps, ballasts, or mercury containing items must be disposed of through the mandatory statewide hazardous waste contract. Follow the procedures in FDM 21-35-35. <https://wisconsin.gov/rdwy/fdm/fd-21-35.pdf#fd21-35-35> Contact information for the hazardous waste disposal vendor is found here: <https://wisconsin.gov/Documents/doing-bus/eng-consultants/cnslt-rsrcs/environment/hazwaste-contacts.pdf>

## 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 and submit a completed abandonment report to: .

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 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).

All hazardous waste, lamps, ballasts, or mercury containing items must be disposed of through the mandatory statewide hazardous waste contract. Follow the procedures in FDM 21-35-35. <https://wisconsin.gov/rdwy/fdm/fd-21-35.pdf#fd21-35-35> Contact information for the hazardous waste disposal vendor is found here: <https://wisconsin.gov/Documents/doing-business/eng-consultants/csltrsrces/environment/hazwaste-contacts.pdf>

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, Southeast Region Real Estate, Attn: Laura Sadler, 141 NW Barstow Street, PO Box 798, Waukesha, WI 53187, Phone (414) 870-8822 for this inspection.

If there are pier foundations, they should be removed to 2' below grade and flagged for our contractor's knowledge. The power should be de-energized and all conduit should be abandoned below grade. After that, graded to level, no gravel.

**ADDITIONAL SPECIAL PROVISION 4**

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

**Payment to First-Tier Subcontractors**

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

The prime contractor is not allowed to withhold retainage from payments due subcontractors.

**Payment to Lower-Tier Subcontractors**

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

NOT FOR BIDDING PURPOSES

NOT FOR BIDDING PURPOSES



**Additional Special Provision 6**  
**ASP 6 - Modifications to the standard specifications**

*Make the following revisions to the standard specifications:*

**102.1 Prequalifying Bidders**

*Replace paragraph two with the following effective with the October 2020 letting:*

- (2) Furnish a dated prequalification statement on the department's form at least 10 business days before the time set for the letting to close.

**102.6 Preparing the Proposal**

*Replace the entire text with the following effective with the October 2020 letting:*

**102.6.1 General**

- (1) Submit completed proposals on the department's bidding proposal described in 102.2. Submit legible information only. Write everything in ink, by typewriter, or by computer-controlled printer. Provide all dollar amounts in dollars and cents, in numerals. Attach all addenda to the submitted proposal.
- (2) Properly execute the proposal. Place the required signatures, in ink, in the space provided on the bidding proposal as indicated below:

ENTITY SUBMITTING PROPOSAL

REQUIRED SIGNATURE

<b>Individual</b>	The individual or a duly authorized agent.
<b>Partnership</b>	A partner or a duly authorized agent.
<b>Joint venture</b>	A member or a duly authorized agent of at least one of the joint venture firms.
<b>Corporation</b>	An authorized officer or duly authorized agent of the corporation. Also show the name of the state chartering that corporation and affix the corporate seal.
<b>Limited liability company</b>	A manager, a member, or a duly authorized agent.

- (3) Instead of using the schedule of items provided on the department's bidding proposal, the bidder may submit a substitute schedule with the proposal. Use a format for the substitute schedule conforming to the department's guidelines for approval of a bidder-generated schedule of items. Obtain the department's written approval before using a substitute schedule.
- (4) Provide a unit price for each bid item listed in the schedule of items. Calculate and show, in the bid amount column, the products of the respective unit prices and quantities. For a lump sum bid item, show the same price in the unit price column and in the bid amount column pertaining to that bid item. Show the total bid obtained by adding the values entered in the bid amount column for the listed bid items.
- (5) If a unit price or lump sum bid already entered in the proposal needs to be altered, cross out the entered unit price or lump sum bid with ink or typewriter and enter the new price above or below and initial it in ink.
- (6) A change that the bidder makes in the proposal is not an alteration if the bidder makes that change as directed in a specific instruction contained in an addendum.

**102.6.2 Disadvantaged Business Enterprise (DBE) Commitment**

- (1) Before the letting is closed, submit the following documentation for proposals with a DBE goal:
1. Commitment to subcontract to DBE on department form DT1506.
  2. Attachment A for each subcontractor listed on the DT1506.
  3. If the DBE goal is not attained, certificate of good faith efforts on department form DT1202.
- (2) Within 24 hours after the letting is closed, email all supplemental documentation for the DT1202 verifying efforts made to attain the DBE goal to DBE\_Alert@dot.wi.gov.

**102.7.3 Department Will Reject**

Replace paragraph one with the following effective with the January 2021 letting:

- (1) Proposals are irregular and the department will reject and will not post them if the bidder:
  1. Does not furnish the required proposal guaranty in the proper form and amount as specified in 102.8.
  2. Does not submit a unit price for each bid item listed, except for lump sum bid items where the bidder may show the price in the bid amount column for that bid item.
  3. Includes conditions or qualifications not provided for in the department-supplied bidding proposal.
  4. Submits a bid on a bidding proposal issued to a different bidder without obtaining departmental authorization to do so.
  5. Submits a bid that contains unauthorized revisions in the name of the party to whom the bidding proposal was issued.
  6. Submits a schedule of items with illegibly printed bid item numbers, descriptions, or unit prices.
  7. Submits a schedule of items for the wrong contract.
  8. Submits a bidder-generated schedule of items with an incorrect bid item number and incorrect description for a single bid item.
  9. Omits a bid item or bid items on a bidder-generated schedule of items.
  10. Submits a materially unbalanced bid.
  11. Does not sign the proposal.
  12. Does not submit the DBE forms and required supplemental documentation of the good faith efforts as specified in 102.6.2.

**102.12 Public Opening of Proposals**

Replace paragraph one with the following effective with the October 2020 letting:

- (1) The letting will close at the time and place indicated in the notice to contractors. The department will publicly open and post the total bid for each proposal on the Bid Express web site beginning at noon on the day after the letting is closed except as specified in 102.7.3 and 102.8. If a proposal has no total bid shown, the department will not post the bid. After verification for accuracy under 103.1, the department will post bid totals on the HCCI web site.

<https://wisconsin.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

**103.1 Consideration of Proposals**

Replace paragraph one with the following effective with the October 2020 letting:

- (1) Following the public opening of the proposals received, the department will compare them based on the summation of the products of the quantities of work listed and the contract unit prices offered. In case of discrepancies, errors, or omissions, the department will make corrections as specified in 102.7.1. In awarding contracts, the department, in addition to considering the amounts stated in the proposals, may consider one or more of the following:
  1. The responsibility of the various bidders as determined from a study of the data required under 102.1.
  2. The responsiveness of the bid as determined under 102.6.
  3. Information from other investigations that the department may make.

**107.17.1 General**

Replace paragraph four with the following effective with the November 2020 letting:

- (4) Comply with the railroad's rules and regulations regarding operations on or near the railroad right-of-way as follows:
  - When working on the railroad right-of-way.
  - When working within 25 feet of the track centerline or adjacent facilities, including equipment or extensions of equipment that can fall within 25 feet of the track centerline or adjacent facilities.

If the railroad's chief engineering officer requires, arrange with the railroad to obtain the services of qualified railroad employees to protect railroad traffic through the work area. Bear the cost of these services and pay the railroad directly. Notify the railroad's representative, specified in the project special provisions, in writing at least 40 business days before starting work near a track. Provide the specific time planned to start the operations.

**109.6.3.3 Retainage**

*Delete paragraph two effective with the December 2020 letting:*

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**450.2.1 Acronyms and Definitions**

*Add the following definitions to 450.2.1(2) effective with the November 2020 letting:*

<b>Butt Joint</b>	A transverse joint between existing and newly paved surfaces, formed by milling or sawing a vertical notch into the existing surface and then paving against the notch.
<b>Echelon Paving</b>	Paving two or more adjacent lanes with adjacent pavers offset from each other by 200 feet or less.
<b>Notched Wedge Joint</b>	A longitudinal joint consisting of a wedge placed at the edge of the initially paved lane with an overlapping wedge placed on the subsequent lane.
<b>Tandem Paving</b>	Paving two or more adjacent lanes with adjacent pavers offset from each other by more than 200 feet.
<b>Vertical Joint</b>	A longitudinal joint between 2 paved lanes with a vertical or nearly vertical interface between the adjacent mats.

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**450.3.2.8 Jointing**

*Replace paragraph two with the following with the November 2020 letting:*

- (2) Where placing against existing HMA pavement, saw or mill the existing mat to form a full-depth joint.

*Replace paragraphs five and six with the following effective with the November 2020 letting:*

- (5) At the prepave meeting, submit documentation to the engineer that includes the brand name and model of each extruding and compacting device proposed for notched wedge joint construction. Alternatively, submit pictures of fabricated wedging and compacting devices. Do not use devices before engineer approval.
- (6) For notched wedge joints, construct and shape the wedge for each layer using the engineer-approved extruding device and compacting device that will provide a uniform slope and will not restrict the main screed. Compact the wedge with a weighted roller wheel or vibratory plate compactor the same width as the wedge. Clean and apply tack coat to the wedge surface and both notches before placing the adjacent lane.
- (7) For butt and vertical joints, clean and apply tack coat to promote bonding and seal the joint.
- (8) If paving in echelon, the contractor may use a vertical or notched wedge joint. Joints paved in echelon need not be tack coated.

**460.2.2.3 Aggregate Gradation Master Range**

*Replace table 460-1 with the following effective with the November 2020 letting:*

**TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS**

SIEVE	PERCENT PASSING DESIGNATED SIEVES							
	NOMINAL SIZE							
	No. 1 (37.5 mm)	No. 2 (25.0 mm)	No.3 (19.0 mm)	No. 4 (12.5 mm)	No. 5 (9.5 mm)	No. 6 (4.75 mm)	SMA No. 4 (12.5 mm)	SMA No. 5 (9.5 mm)
50.0-mm	100							
37.5-mm	90 - 100	100						
25.0-mm	90 max	90 - 100	100					
19.0-mm	___	90 max	90 - 100	100			100	
12.5-mm	___	___	90 max	90 - 100	100		90 - 97	100
9.5-mm	___	___	___	90 max	90 - 100	100	58 - 80	90 - 100
4.75-mm	___	___	___	___	90 max	90 - 100	25 - 35	35 - 45
2.36-mm	15 - 41	19 - 45	23 - 49	28 - 58	32 - 67	90 max	15 - 25	18 - 28
1.18-mm	___	___	___	___	___	30 - 55	___	___
0.60-mm	___	___	___	___	___	___	18 max	18 max
0.075-mm	0 - 6.0	1.0 - 7.0	2.0 - 8.0	2.0 - 10.0	2.0 - 10.0	6.0 - 13.0	8.0 - 11.0	8.0 - 12.0
% VMA	11.0 min	12.0 min	13.0 min	14.0 min <sup>[1]</sup>	15.0 min <sup>[2]</sup>	16.0 - 17.5	16.0 min	17.0 min

<sup>[1]</sup> 14.5 for LT and MT mixes.

<sup>[2]</sup> 15.5 for LT and MT mixes.

**522.2 Materials**

*Replace paragraph three with the following effective with the January 2021 letting:*

- (3) Manufacture precast reinforced concrete pipe, cattle pass, and apron endwalls in a plant listed under precast concrete fabricators on the APL. Conform to the specified AASHTO standard materials requirements except as follows:
  - The contractor may use cement conforming to 501.2.1 or may substitute for portland cement at the time of batching conforming to 501.2.6 for fly ash, 501.2.7 for slag, or 501.2.8 for other pozzolans. In either case the maximum total supplementary cementitious content is limited to 30 percent of the total cementitious content by weight.

**532.2.1 General**

*Replace paragraph one with the following effective with the November 2020 letting:*

- (1) Furnish structural steel conforming to ASTM as follows:
  - <= 1/2 inch thick structural tube and pipe.....ASTM A500 grade C
  - > 1/2 inch thick structural tube and pipe..... API 5L PSL 2 grade 46 or ASTM 1085
  - Tapered vertical supports.....ASTM A595 grade A or ASTM A572 grade 55
  - Multi-sided or greater than 26-inch diameter round tapered poles..... ASTM A572 grade 65
  - Structural angles and plates..... ASTM A709 grade 36

**532.3.8 Acceptance and Inspection**

*Add the following new subsection effective with the November 2020 letting:*

**532.3.8 Acceptance and Inspection**

- (1) Demonstrate to the engineer that electrical and mechanical systems for each high mast tower installation are fully operational. The department will not accept an installation until the engineer is satisfied that it functions properly.
- (2) Inspect completed "S" or "L" designated structures before opening to public traffic conforming to the BOS structure inspection manual part 4 for sign, signal, and high mast towers available at:

<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/strct/inspection-manual.aspx>

Ensure that a department-certified active team leader for sign/signal inspections, listed on the department's highway structures information system (HSIS) website, performs inspections. Conform to the following:

- Notify the engineer at least 5 business days before inspection.
- Ensure that the team leader performing inspections submits the signed inspection reports and provides punch list items as maintenance items in the inspection report to the engineer within one business day after completing each inspection. Submit that signed final inspection report to the engineer and HSIS at:

<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/strct/hsi.aspx>

- Notify the engineer and region ancillary structure project manager upon completion of the punch list items.

**550.2.1 Steel Piles and Pile Shells**

*Replace paragraph three with the following effective with the November 2020 letting:*

- (3) For steel pipe sections and steel pile shells for cast-in-place concrete piles, use ASTM A252 grade 3 steel.

**608.2.1 Pipe**

*Replace paragraph three with the following effective with the January 2021 letting:*

- (3) Manufacture precast reinforced concrete pipe for storm sewer in a plant listed under precast concrete fabricators on the APL. Conform to the specified AASHTO materials requirements for the class of precast concrete pipe specified except as follows:
  - The contractor may use cement conforming to 501.2.1 or may substitute for portland cement at the time of batching conforming to 501.2.6 for fly ash, 501.2.7 for slag, or 501.2.8 for other pozzolans. In either case the maximum total supplementary cementitious content is limited to 30 percent of the total cementitious content by weight.

**611.2 Materials**

*Replace paragraph three with the following effective with the January 2021 letting:*

- (3) For precast structures conform to AASHTO M199 for circular structures and ASTM C913 for square and rectangular structures. Manufacture in a plant listed under precast concrete fabricators on the APL. Conform to the specified AASHTO materials requirements for the structure specified except as follows:
  - Use concrete with 470 pounds or more cementitious material per cubic yard.
  - The contractor may use cement conforming to 501.2.1 or may substitute for portland cement at the time of batching conforming to 501.2.6 for fly ash, 501.2.7 for slag, or 501.2.8 for other pozzolans. In either case the maximum total supplementary cementitious content is limited to 30 percent of the total cementitious content by weight.
  - For wet cast use air-entrained concrete with 7.0 percent +/- 1.5 percent air content.

**614.3.2.1 Installing Posts**

Replace paragraphs four and five with the following effective with the December 2020 letting:

- (4) For bid items 614.0220, 0230, and 2500; do not trim posts before installation and mark one face of each post as follows:
- Draw an embedment depth line.
  - Above the embedment line, write the post length.
  - Posts 3 through 8 of bid item 614.0220 do not require marking.

Install posts with the markings on the roadway side. Ensure the markings remain on the posts until guardrail final acceptance.

- (5) Ensure that posts are at least the minimum length and minimum embedment the plans show before cutting post tops to the finished elevation. After installation, the engineer may direct the contractor to remove and re-install up to 5% of the posts to verify they were placed to the required plan depth. If a post is embedded less than the required plan depth, the engineer may direct additional sampling. Re-install sampled posts at the locations and to the depths the plans show. Replace posts and other components that are damaged during sampling.
- (6) Provide offset block-mounted reflectors as the plans show.

**650.3.7 Structure Layout Staking**

Replace the entire text with the following effective with the January 2021 letting:

- (1) Set construction stakes or marks on a line offset from the structure centerline or on a reference line, whichever is appropriate, for both roadway and substructure units. Establish the plan horizontal and vertical positions to the required accuracy. Also, set and maintain stakes and marks as necessary to support the method of operations. Locate stakes and marks to within 0.02 feet of the true horizontal position, and establish the grade elevation to within 0.01 feet of true vertical position.
- (2) For girder bridges, the department will compute deck grades with contractor-supplied girder elevation data.
- (3) For slab span bridges, the department will compute slab grades using contractor-supplied falsework settlement and deflection data at tenth points along slab edges, the crown, and reference line locations. Before releasing falsework, survey top-of-slab elevations at the centerline of the abutments and at the 5/10th point along slab edges, the crown, and reference line locations to verify the camber.

**710.2 Small Quantities**

Replace paragraph one with the following effective with the November 2020 letting:

- (1) For contracts with only small quantities of material subject to testing, as defined under specific contract QMP provisions, modify the requirements of 710 as follows:
1. The contractor may submit an abbreviated quality control plan as allowed in 701.1.2.3.
  2. The engineer may accept aggregate based on documented previous testing and non-random start-up gradation testing as allowed in 710.5.6.1.

**710.4 Concrete Mixes**

Replace paragraph two with the following effective with the January 2021 letting:

- (2) At least 3 business days before producing concrete, document that materials conform to 501 unless the engineer allows or individual QMP specifications provide otherwise. Include the following:
1. For mixes: quantities per cubic yard expressed as SSD weights and net water, water to cementitious material ratio, and air content.
  2. For cementitious materials and admixtures: type, brand, and source.
  3. For aggregates: absorption, SSD bulk specific gravity, wear, soundness, freeze thaw test results if required, and air correction factor. Also include proposed combined gradation limits and target individual gradations, including P200 limits..

**710.5.6 Aggregate Testing**

*Replace the entire text with the following effective with the January 2021 letting:*

**710.5.6.1 General**

- (1) Test aggregate gradations during concrete production. The department will accept non-random start-up testing during concrete production for the following:
- Small quantities, as defined in 715.1.1.2, of class I concrete placed under 715.
  - Less than 400 cubic yards of class II ancillary concrete placed under the contract.

**710.5.6.2 Gradation Testing During Concrete Production**

- (1) Test aggregate gradation during concrete production batching either at a central mix batch plant or at a ready mix plant. The contractor's concrete production QC tests can be used for the same mix design on multiple contracts.
- (2) Conform to combined gradation limits either calculated using department form WS3012 or custom limits approved as a part of the contractor's quality control plan. For class II concrete, also conform to the additional combined gradation requirements specified for class I concrete in 715.2.2.
- (3) Determine the complete gradation using a washed analysis for both fine and coarse aggregates. Report results for the 1 1/2", 1", 3/4", 1/2", 3/8", #4, #8, #16, #30, #50, #100, and #200 sieves.
- (4) Contractor QC testing frequency is based on the cumulative plant production for each mix design across multiple WisDOT contracts.

**TABLE 710-1 PLANT PRODUCTION QC GRADATION TESTING FREQUENCY**

Daily Plant Production Rate for WisDOT Work	Minimum QC Frequency per Stockpile
250 cubic yards or less	one test per cumulative total of 250 cubic yards
more than 250 through 1000 cubic yards	one test per day
more than 1000 cubic yards	two tests per day

- (5) Department QV testing frequency is based on the quantity of each mix design placed under each individual WisDOT contract.

**TABLE 710-2 CONTRACT PLACEMENT QV GRADATION TESTING FREQUENCY**

Anticipated Daily Placement Rate Each WisDOT Contract	Minimum QV Frequency per Stockpile
less than or equal to 1000 cubic yards	one test per 5 days of placement
more than 1000 cubic yards	two tests per 5 days of placement

**715.2.2 Combined Aggregate Gradation**

*Replace the entire text with the following effective with the January 2021 letting:*

- (1) Ensure that the combined aggregate gradation conforms to the following, expressed as weight percentages of the total aggregate:
1. One hundred percent passes the 2-inch sieve.
  2. For mixes containing size No. 2 stone, the percent passing the 1-inch sieve is less than or equal to 89. The engineer may waive this requirement if the clear spacing between reinforcing bars is less than 2 inches.
  3. The percent passing the No. 4 sieve is less than or equal to 42, except if the coarse aggregate is completely composed of crushed stone, up to 47 percent may pass the No. 4 sieve. For pavement, coarse aggregate may be completely composed of crushed concrete, in which case up to 47 percent may pass the No. 4 sieve.
  4. The percent passing the No. 200 sieve is less than or equal to 2.3 percent.

**716.2.1 Class II Concrete**

*Replace paragraphs four through six with the following effective with the November 2020 letting:*

- (4) Provide concrete with a 28-day compressive strength that equals or exceeds the following:
- If the contract specifies  $f_c$ , then  $f_c$ .
  - If the contract does not specify  $f_c$ , then 3000 psi.

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ERRATA

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**101.3 Definitions**

Adopt AASHTO change order definition.

**Change order** A written order to the contractor detailing changes to the specified work quantities or modifications within the scope of the original contract..

NOT FOR BIDDING PURPOSES



Delete existing contract change order, contract modification, and contract revision definitions.

#### 460.2.7(1) HMA Mixture Design

Correct table 460-2 errata by eliminating plasticity index requirements for LT, MT, and HT mixes.

**TABLE 460-2 MIXTURE REQUIREMENTS**

Mixture type	LT	MT	HT	SMA
LA Wear (AASHTO T96)				
100 revolutions(max % loss)	13	13	13	13
500 revolutions(max % loss)	50	45	45	35
Soundness (AASHTO T104) (sodium sulfate, max % loss)	12	12	12	12
Freeze/Thaw (AASHTO T103 as modified in CMM 860.2.7) (specified counties, max % loss)	18	18	18	18
Fractured Faces (ASTM D5821 as modified in CMM 860.7.2) (one face/2 face, % by count)	65/___	75 / 60	98 / 90	100/90
Flat & Elongated (ASTM D4791) (max %, by weight)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	20 (3:1 ratio)
Fine Aggregate Angularity (AASHTO T304, method A, min)	40 <sup>[1]</sup>	43 <sup>[1]</sup>	45	45
Sand Equivalency (AASHTO T176, min)	40	40 <sup>[2]</sup>	45	50
Clay Lumps and Friable Particle in Aggregate (AASHTO T112)	<= 1%	<= 1%	<= 1%	<= 1%
Plasticity Index of Material Added to Mix Design as Mineral Filler (AASHTO T89/90)				<= 4
Gyratory Compaction				
Gyrations for Nini	6	7	8	7
Gyrations for Ndes	40	75	100	65
Gyrations for Nmax	60	115	160	100
Air Voids, %Va (%Gmm Ndes)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.5 (95.5)
% Gmm Nini	<= 91.5 <sup>[3]</sup>	<= 89.0 <sup>[3]</sup>	<= 89.0	___
% Gmm Nmax	<= 98.0	<= 98.0	<= 98.0	<= 98.0
Dust to Binder Ratio <sup>[4]</sup> (% passing 0.075/Pbe)	0.6 - 1.2 <sup>[5]</sup>	0.6 - 1.2 <sup>[5]</sup>	0.6 - 1.2 <sup>[5]</sup>	1.2 - 2.0
Voids filled with Binder (VFB or VFA, %)	68 - 80 <sup>[6]</sup> <sup>[8]</sup>	65 - 75 <sup>[6]</sup> <sup>[7]</sup> <sup>[9]</sup>	65 - 75 <sup>[6]</sup> <sup>[7]</sup> <sup>[9]</sup>	70 - 80
Tensile Strength Ratio (TSR) (AASHTO T283) <sup>[10]</sup> <sup>[11]</sup>				
no antistripping additive	0.75 min	0.75 min	0.75 min	0.80 min
with antistripping additive	0.80 min	0.80 min	0.80 min	0.80 min
Draindown (AASHTO T305) (%)	___	___	___	<= 0.30
Minimum Effective Asphalt Content, Pbe (%)	___	___	___	5.5

<sup>[1]</sup> For No 6 (4.75 mm) nominal maximum size mixes, the specified fine aggregate angularity is 43 for LT and 45 MT mixes.

<sup>[2]</sup> For No 6 (4.75 mm) nominal maximum size mixes, the specified sand equivalency is 43 for MT mixes.

<sup>[3]</sup> The percent maximum density at initial compaction is only a guideline.

<sup>[4]</sup> For a gradation that passes below the boundaries of the caution zone (ref. AASHTO M323), the dust to binder ratio limits are 0.6 - 1.6.

<sup>[5]</sup> For No 6 (4.75 mm) nominal maximum size mixes, the specified dust to binder ratio limits are 1.0 - 2.0 for LT mixes and 1.5 - 2.0 for MT and HT mixes.

<sup>[6]</sup> For No. 6 (4.75mm) nominal maximum size mixes, the specified VFB is 67 - 79 percent for LT mixes and 66 - 77 percent for MT and HT mixes.

<sup>[7]</sup> For No. 5 (9.5mm) and No. 4 (12.5 mm) nominal maximum size mixtures, the specified VFB range is 70 - 76 percent.

<sup>[8]</sup> For No. 2 (25.0mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.

<sup>[9]</sup> For No. 1 (37.5mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.

<sup>[10]</sup> WisDOT eliminates freeze-thaw conditioning cycles from the TSR test procedure.

<sup>[11]</sup> Run TSR at asphalt content corresponding to 3.0% air void regressed design, or 4.5% air void design for SMA, using distilled water for testing.

**513.2.1(2) General**

Correct errata by changing the CMM reference from 875.2 to 875.4.

- (2) Conform to the department's certification method of acceptance, as defined in CMM 875.4, for railing and railing components. Furnish a certificate of compliance for miscellaneous hardware.

**531.1(1) Description**

Correct errata by adding structural steel sign supports constructed under 635.

- (1) This section describes constructing drilled shaft foundations for the following:
- Overhead sign structures constructed under 532.
  - High mast light towers constructed under 532.
  - Structural steel sign supports constructed under 635.
  - Camera poles constructed under 677.

**635.3.1(1) Structural Steel Sign Supports**

Correct errata by adding "type NS" concrete footings.

- (1) Locate and erect the supports as specified for placement and orientation in 637.3.3.2. Construct Type NS concrete footings conforming to 531.

**654.5(2) Payment**

Correct errata by changing excavating to drilling.

- (2) Payment for the Bases bid items is full compensation for providing concrete bases; for embedded conduit and electrical components; for anchor templates, rods, nuts, and washers; for bar steel reinforcement; and for drilling and backfilling.

NOT FOR BIDDING PURPOSES

## Non-discrimination Provisions

**During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:**

**1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

**4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:**

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

NOT FOR BIDDING PURPOSES

**Effective November 2020 letting**

### **BUY AMERICA PROVISION**

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

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

Upon completion of the project certify to the engineer, in writing using department form DT4567, 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 DT4567 is available at:

<https://wisconsin.gov/Documents/formdocs/dt4567.docx>

## Exhibits

ID 1228-22-21 – Parcel 4

Removal, Grading, Backfill

Site Diagram

Photos

Location Map

Asbestos Inspection and Abatement Report

ID 1228-22-21, Parcel 4 – 4206 North Green Bay Avenue, Milwaukee, WI

**REMOVE:** Two cell phone towers and concrete pad/asphalt paving, access walks, slabs, curbs and steps, if applicable. Miscellaneous fencing, any and all other relevant surrounding improvements and debris, if present. Asbestos, if present, must be removed pursuant to Article 15 of the Special Provisions. NOTE: The outdoor advertising sign should remain.

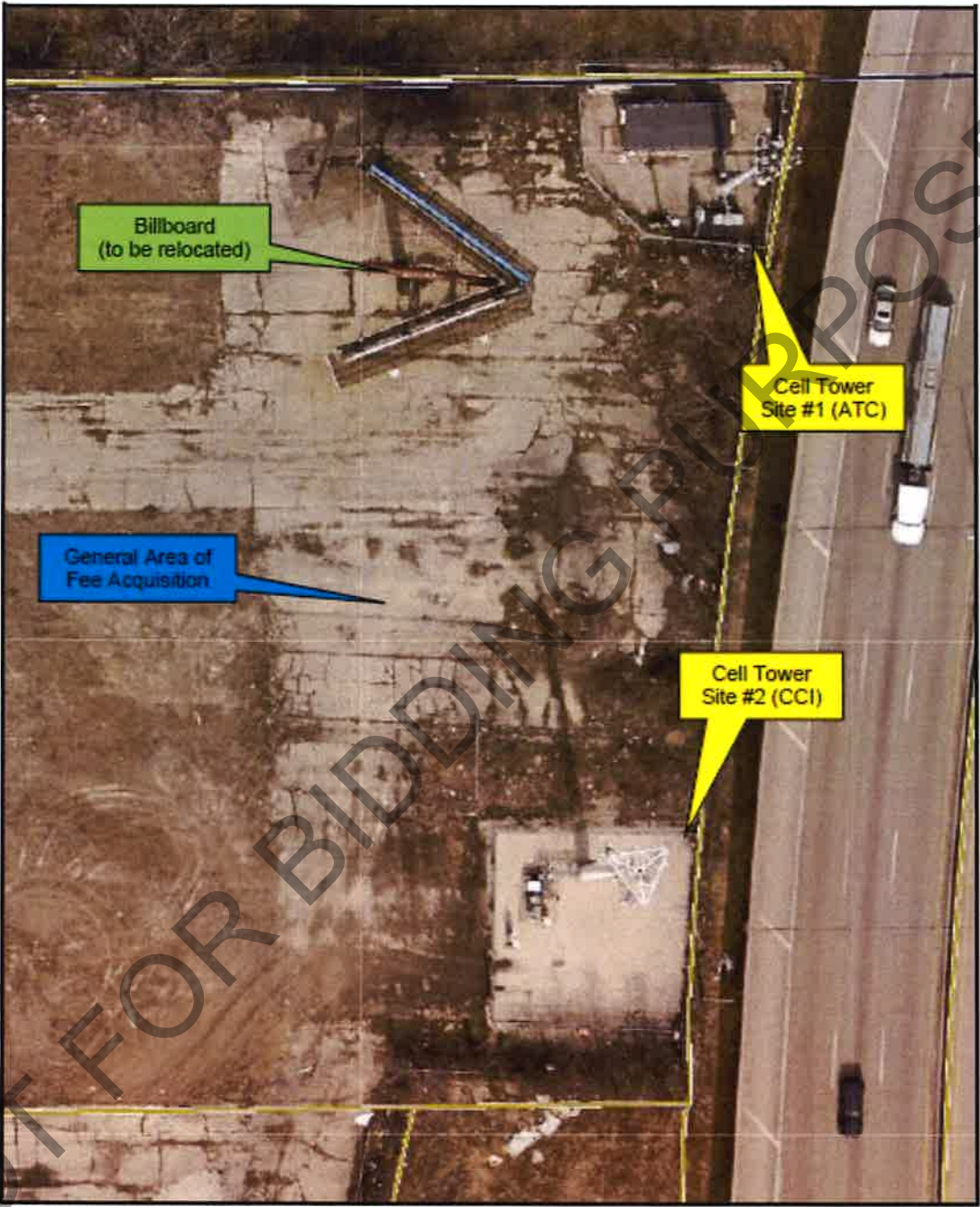
**GRADING:** As directed by the State Department of Transportation inspector. Reference Special Provisions - Article 2 – Item #5. Note: If there are pier foundations, they should be removed to 2' below grade and flagged for our contractor's knowledge. The power should be de-energized and all conduit should be abandoned below grade. After that, graded to level, no gravel.

**Floor Plan/Site Diagram** – Following Page(s)

**BACKFILL:** Reference Subsection 204.3.1.2 of the Standard Specifications; Septic Tank - Granular Material; Well - Concrete or Other Material Acceptable to Wisconsin Department of Natural Resources.



Site Diagram



Close Up Aerial Photograph of Impacted Portion of Site

ID 1228-22-21, Parcel 4 – 4206 North Green Bay Avenue, Milwaukee, WI 53209

Site Photos

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VIEW FACING NORTHEAST AT AREA OF TAKING WITH CELL TOWERS & BILLBOARD



VIEW FACING SOUTHEAST AT SOUTHERN CELL TOWER SITE

Site Photos

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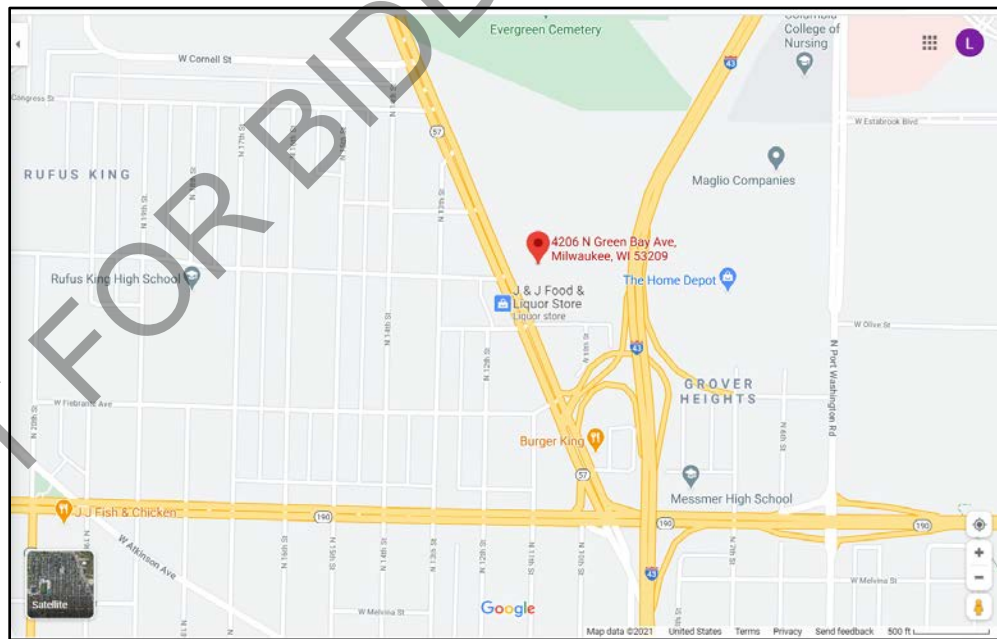
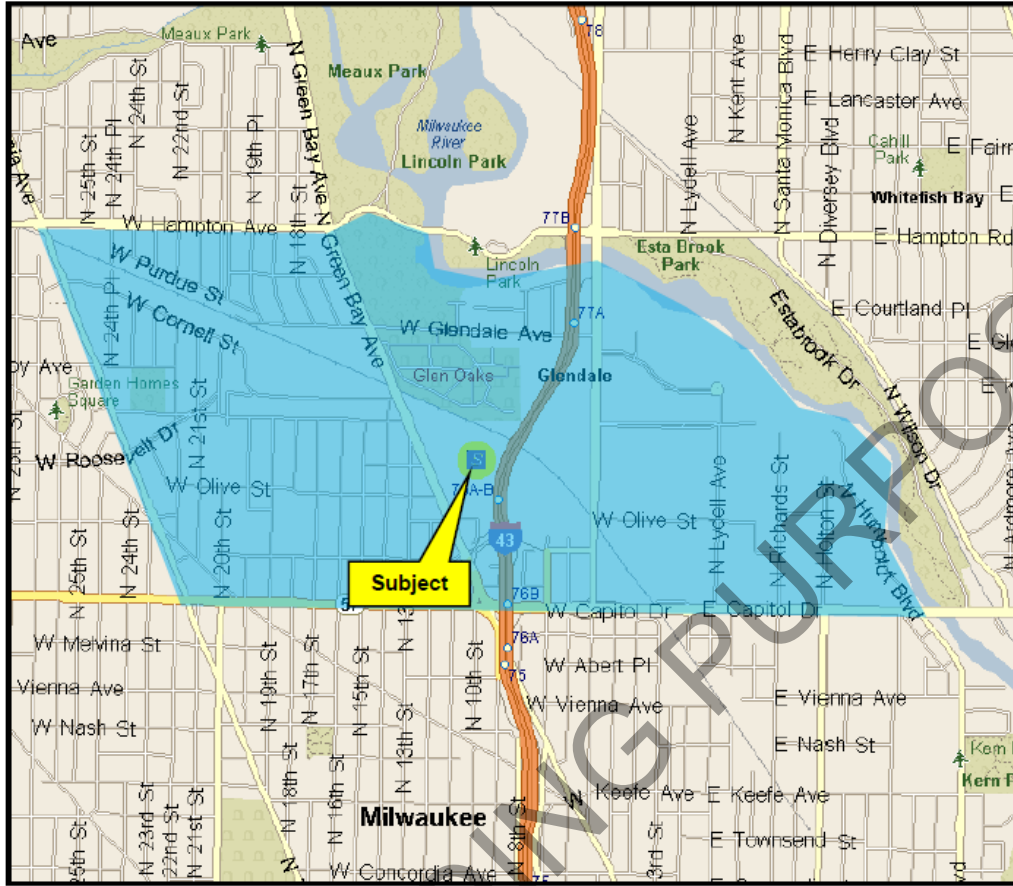


VIEW FACING SOUTHEAST AT SOUTHERN CELL TOWER SITE



VIEW FACING EAST AT NORTHERN CELL TOWER SITE

Location Map



ID 1228-22-21, Parcel 4 – 4206 North Green Bay Avenue, Milwaukee, WI 53209



**PRE-DEMOLITION INSPECTION REPORT**  
**Job Site:**

**Cellular Telephone Tower Maintenance Building**  
**4206 North Green Bay Avenue**  
**Milwaukee, Wisconsin**

For:

**Wisconsin Department of Transportation**  
Southeast Region Real Estate  
141 NW Barstow Street, Suite 218  
Waukesha, Wisconsin 53188

**KPH Project # 21-400-114.4206**

Dean Jacobsen  
Asbestos Inspector No. AII – 14370

Prepared by:

**KPH Environmental**  
1237 West Bruce Street  
Milwaukee, Wisconsin 53204

**May 2021**

<b>KPH ENVIRONMENTAL</b>		WEB <a href="http://kphbuilds.com">kphbuilds.com</a>	
<b>WISCONSIN</b>	ADDRESS 1237 West Bruce Street, Milwaukee, WI 53204	PHONE 414.647.1530	FAX 414.647.1540
<b>MICHIGAN</b>	ADDRESS 3737 Lake Eastbrook, Suite 203, Grand Rapids, MI 49503	PHONE 616.920.0574	FAX 414.647.1540

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4206 North Green Bay Avenue

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NOT FOR BIDDING PURPOSES

## EXECUTIVE SUMMARY

KPH Environmental Corp (KPH), was retained by the Wisconsin Department of Transportation to conduct an inspection at 4206 North Green Bay Avenue, Milwaukee, Wisconsin, prior to demolition. KPH conducted a visual inspection for asbestos and universal waste and other hazardous materials, and collected asbestos bulk samples for laboratory analysis.

Asbestos was not detected in any material sampled. Sample results are in Section II.

NR 447.07 requires the building owner or operator to notify the Wisconsin Department of Natural Resources at least 10 business day prior to the start of demolition using form 4500-113, or through an on line notification system.

Universal wastes were observed and will require removal prior to demolition. Information is in Section III.

## I. INTRODUCTION

KPH Environmental Corp., (KPH) was retained by the Wisconsin Department of Transportation to conduct an inspection of the cell tower maintenance building at 4206 North Green Bay Avenue, Milwaukee, Wisconsin, for the following:

- Suspect asbestos containing materials
- Universal wastes such as CFCs, mercury light bulbs and PCB containing light fixture ballasts

The building is scheduled for demolition. **The inspection of the cell tower maintenance building at 4206 North Green Bay Avenue, Milwaukee, Wisconsin, was conducted on April 26, 2021, to cover the items listed above.** The inspection was conducted by Dean Jacobsen, Wisconsin Asbestos Inspector License No. 14370. Additional information on the inspection and results are contained in the following sections.

## II. ASBESTOS INSPECTION

### A. Methods

This asbestos inspection included a visual determination as to the extent of visible and accessible suspect materials in the building, sampling and documentation of any suspect materials, and quantification of observable and accessible positive materials existing within the spaces.

Bulk sampling involves inspecting all or part of a building (depending on the project scope) and identifying suspect asbestos containing materials. After suspect materials are identified, the inspector divides the building into homogeneous areas. Homogeneous areas contain materials that are alike in color, composition, age of installation, and any other aspect. If any differences are identified during the inspection, a separate homogeneous area is established.

The inspector then collected bulk samples based upon the type of material and quantity of material in the homogeneous area. Bulk samples were placed into resealable containers and sent to a laboratory certified under the National Voluntary Laboratory Accreditation Program (NVLAP) for analysis. Destructive sampling was not conducted where it would have adversely impacted suspect asbestos containing materials, to avoid damage and building contamination.

The results of the survey integrated with the Polarized Light Microscopy with Dispersion Staining (PLM/DS) analysis of bulk samples taken are outlined in this document.

## **B. List of Suspect Asbestos Containing Materials**

The following types of suspect materials were observed and inspected to determine if asbestos containing materials were present in the building as required by US EPA NESHAP regulation 40 CFR 61 Subpart M, and NR 447 of the Wisconsin Administrative Code:

- Floor tile
- Ceiling tile
- Caulk
- Asphalt roofing
- Mastics

A listing of specific homogeneous materials and homogeneous material codes are in the Samples and Results section following the results table.

## **C. The Laboratory**

Samples were analyzed at SanAir Technologies Laboratory, Inc., Powhatan, Virginia, for total asbestos content by volume using EPA Method 600/M4/82/020, 600/R-93/116. Analysis is performed by using the bulk samples for visual observation and slide preparation(s) for microscopical examination and identification. The slides are analyzed for asbestos (chrysotile, amosite, crocidolite, anthophyllite, and actinolite/ tremolite), fibrous non asbestos constituents (mineral wool, paper, etc.), and nonfibrous constituents. Asbestos is identified by refractive indices (obtained by using dispersion staining), morphology, color, pleochroism, birefringence, extinction characteristics, and signs of elongation. The same characteristics are used to identify the non asbestos constituents.

The microscopist visually estimates relative amounts of each constituent using a stereoscope if necessary. The test results are based on a visual determination of relative volume of the bulk sample components. The results are valid only for the item tested. Where the first sample of a homogeneous material contained more than 1% asbestos, the subsequent samples of that material were not analyzed.

**Current regulations state asbestos containing materials (ACM) means material containing more than 1% asbestos as determined using the method specified in Appendix E, Subpart E, 40 CFR Part 763 Section I, Polarized Light Microscopy (PLM).** A point count analysis was done for samples that were near or less than 1% by PLM. Bold values indicate that the material contains more than 1% asbestos.



## D. Samples and Results

The following are the laboratory results. The laboratory report is in Appendix A.

Sample #	Location and Description	Results	Homogeneous Code
1A-4206a	Interior – southwest – 12” gray floor tile	Negative	MF12y
1A-4206b	Interior – southwest – under 12” gray floor tile – yellow mastic	Negative	MF12y
2A-4206a	Interior – at door – 12” gray and white floor tile	Negative	MF12yw
2A-4206b	Interior – southwest – under 12” gray and white floor tile – yellow mastic	Negative	MF12yw
3A-4206	Interior – 2’ x 4’ ceiling tile	Negative	MSCT24
4A-4206	Exterior – on east wall at exhaust mount – black caulk	Negative	MCLKk
5A-4206	Exterior – in wall joints – gray caulk	Negative	MCLKy
6A-4206a	Exterior – roof – black membrane	Negative	MRM
6A-4206b	Exterior – roof – on black membrane – black caulk	Negative	MRM
6A-4206c	Exterior – roof – on black membrane- white caulk	Negative	MRM

### Homogeneous Material Codes

MF12y	12” Gray Floor Tile
MF12yw	12” Gray & White Floor Tile
MSCT24	2’ x 4’ Ceiling Tile
MFB	Fiberboard
MCLKk	Black Caulk
MCLKy	Gray Caulk
MRM	Roof Membrane

## E. Asbestos Locations and Quantities

None of the materials sampled contain asbestos.

NR 447 requires the building owner or operator to notify the Wisconsin Department of Natural Resources at least 10 business days prior to the start of any demolition activities, including abatement, by sending in Form 4500-113 or by online notification.

**Note#1:** If additional materials or quantities are discovered during demolition that are not listed above they are to be assumed to be asbestos containing.

**Note#2:** A copy of this report should be transmitted to the demolition contractor.

## III. UNIVERSAL WASTES

Universal waste includes items that contain or may contain materials such as mercury, polychlorinated biphenyls (PCB), refrigerants such as Freon and chlorofluorocarbons (CFC), and fuels. The following universal wastes and suspect universal wastes were identified in the building:

Material	Location	Approximate Quantity
Fluorescent Light Bulbs-Mercury	Interior	20
Fluorescent Light Ballasts-PCB	Interior	10

No samples were collected. Removal and proper disposal prior to demolition is recommended.

#### IV. EXCLUSIONS

This report represents the condition of the cell tower building and its visible/accessible materials at the date and the times of the onsite inspection. Areas and materials that were hidden or not fully accessible are excluded, including most areas within walls and floors and above ceilings. Not all areas within walls and ceilings were accessible, and these areas may contain suspect asbestos containing materials. Hidden materials or those materials that could not be accessed at the point of inspection, over and above those stated in the inspection report, are the responsibility of the building owner and the demolition contractor.

#### V. LIMITATIONS

The care and skill given to our procedures insures the most reliable test results possible. The findings and conclusions of KPH represent our professional opinions extrapolated from limited data. Significant limited data is gathered during the course of the building inspection. No other warranty is expressed or implied. Prior to any abatement or renovation activities, it is recommended that KPH be provided the opportunity to review such plans in order that the inspection and assessments contained herein are properly interpreted and implemented.

*This report and the information contained herein are prepared for the sole and exclusive use and possession of the Wisconsin Department of Transportation. No other person or entity may rely on this report or any information contained herein. Any dissemination of the Report or any information contained herein is strictly prohibited without prior written authorization from KPH Environmental Corp.*

**APPENDICES**

NOT FOR BIDDING PURPOSES

**A. ASBESTOS LABORATORY RESULTS**

NOT FOR BIDDING PURPOSES



SanAir ID Number  
21020373  
FINAL REPORT  
5/5/2021 5:30:20 PM

**Name:** KPH Environmental Corp.  
**Address:** 1237 West Bruce Steet  
Milwaukee, WI 53204  
**Phone:** 414-647-1530

**Project Number:** 21-400-114.4206  
**P.O. Number:**  
**Project Name:** WDOT  
**Collected Date:** 4/26/2021  
**Received Date:** 4/28/2021 9:50:00 AM

Dear Dean Jacobsen,

We at SanAir would like to thank you for the work you recently submitted. The 6 sample(s) were received on Wednesday, April 28, 2021 via FedEx. The final report(s) is enclosed for the following sample(s): 1A, 2A, 3A, 4A, 5A, 6A.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

Sandra Sobrino  
Asbestos & Materials Laboratory Manager  
SanAir Technologies Laboratory

Final Report Includes:

- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

Sample conditions:

- 6 samples in Good condition.



SanAir ID Number  
**21020373**  
 FINAL REPORT  
 5/5/2021 5:30:20 PM

**Name:** KPH Environmental Corp.  
**Address:** 1237 West Bruce Steet  
 Milwaukee, WI 53204  
**Phone:** 414-647-1530

**Project Number:** 21-400-114.4206  
**P.O. Number:**  
**Project Name:** WDOT  
**Collected Date:** 4/26/2021  
**Received Date:** 4/28/2021 9:50:00 AM

Analyst: Vaughan, Nathaniel

**Asbestos Bulk PLM EPA 600/R-93/116**

SanAir ID / Description	Stereoscopic Components		Asbestos Fibers
	Appearance	% Fibrous	
1A / 21020373-001 , Floor Tile	Tan Non-Fibrous Heterogeneous	100% Other	None Detected
1A / 21020373-001 , Mastic	Yellow Non-Fibrous Heterogeneous	100% Other	None Detected
2A / 21020373-002 , Floor Tile	Tan Non-Fibrous Heterogeneous	100% Other	None Detected
2A / 21020373-002 , Mastic	Yellow Non-Fibrous Heterogeneous	100% Other	None Detected
3A / 21020373-003	Brown Fibrous Heterogeneous	95% Cellulose 5% Other	None Detected
4A / 21020373-004	Black Non-Fibrous Heterogeneous	100% Other	None Detected
5A / 21020373-005	Brown Non-Fibrous Heterogeneous	100% Other	None Detected
6A / 21020373-006 , Membrane	Black Non-Fibrous Heterogeneous	100% Other	None Detected
6A / 21020373-006 , Caulking	Brown Non-Fibrous Heterogeneous	100% Other	None Detected
6A / 21020373-006 , Caulking	White Non-Fibrous Heterogeneous	100% Other	None Detected

Analyst: *Nathaniel Vaughan*

Approved Signatory: *Sandra Sobrino*

Analysis Date: 5/5/2021

Date: 5/5/2021

## Disclaimer

This report is the sole property of the client named on the SanAir Technologies Laboratory chain-of-custody (COC). Results in the report are confidential information intended only for the use by the customer listed on the COC. Neither results nor reports will be discussed with or released to any third party without our client's written permission. The final report shall not be reproduced except in full without written approval of the laboratory to assure that parts of the report are not taken out of context. The information provided in this report applies only to the samples submitted and is relevant only for the date, time, and location of sampling. The accuracy of the results is dependent upon the client's sampling procedure and information provided to the laboratory by the client. SanAir assumes no responsibility for the sampling procedure and will provide evaluation reports based solely on the sample(s) in the condition in which they arrived at the laboratory and information provided by the client on the COC, such as: project number, project name, collection dates, po number, special instructions, samples collected by, sample numbers, sample identifications, sample type, selected analysis type, flow rate, total volume or area, and start stop times that may affect the validity of the results in this report. Samples were received in good condition unless otherwise noted on the report. SanAir assumes no responsibility or liability for the manner in which the results are used or interpreted. This report does not constitute and shall not be used to claim product certification, approval, or endorsement by NVLAP, NIST, or any other U.S. governmental agencies and may not be certified by every local, state, and federal regulatory agencies.

Samples are held for a period of 60 days. Fibers smaller than 5 microns cannot be seen with this method due to scope limitations.

For NY state samples, method EPA 600/M4-82-020 is performed.

### NYELAP Disclaimer:

Polarized- light microscopy is not consistently reliable in detecting asbestos in floor covering and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

### Asbestos Certifications

NVLAP lab code 200870-0

City of Philadelphia: ALL-460

PA Department of Environmental Protection Number: 68-05397

California License Number: 2915

Colorado License Number: AL-23143

Connecticut License Number: PH-0105

Massachusetts License Number: AA000222

Maine License Number: LB-0075, LA-0084

New York ELAP lab ID: 11983

Rhode Island License Number: PCM00126, PLM00126, TEM00126

Texas Department of State Health Services License Number: 300440

Commonwealth of Virginia 3333000323

Washington State License Number: C989

West Virginia License Number: LT000616

Vermont License: AL166318

Louisiana Department of Environmental Quality: 212253, Cert 05088

Revision Date: 8/14/2020



1551 Oakbridge Dr. STE B  
Powhatan, VA 23139  
804.897.1177 / 888.895.1177  
Fax 804.897.0070  
sanair.com

Asbestos  
Chain of Custody  
Form 140, Rev 3, 8/28 19

SanAir ID Number  21020373
----------------------------------

Company: <b>KPH Environmental Corp.</b>		Project #: <b>21-400-114.4206</b>	Collected by:
Address: <b>1237 West Bruce Street</b>		Project Name: <b>WDET</b>	Phone #: <b>(414) 647-1530</b>
City, St., Zip: <b>Milwaukee, WI 53204</b>		Date Collected: <b>4/26/21</b>	Fax #: <b>(414) 647-1540</b>
State of Collection: <b>WI</b>	Account#: <b>3905</b>	P.O. Number:	Email: <b>dean.jacobsen@kphenvironmental.com</b>

Bulk		Air		Soil	
ABB	PLM EPA 600/R-93/116 <input checked="" type="checkbox"/>	ABA	PCM NIOSH 7400 <input type="checkbox"/>	ABSE	PLM EPA 600/R-93/116 (Qual.) <input type="checkbox"/>
	Positive Stop <input type="checkbox"/>	ABA-2	OSHA w/ TWA* <input type="checkbox"/>	<b>Vermiculite &amp; Soil</b>	
ABEPA	PLM EPA 400 Point Count <input type="checkbox"/>	ABTEM	TEM AHERA <input type="checkbox"/>	ABSP	PLM CARB 435 (LOD <1%) <input type="checkbox"/>
ABB1K	PLM EPA 1000 Point Count <input type="checkbox"/>	ABATN	TEM NIOSH 7402 <input type="checkbox"/>	ABSP1	PLM CARB 435 (LOD 0.25%) <input type="checkbox"/>
ABBN	PLM EPA NOB** <input type="checkbox"/>	ABT2	TEM Level II <input type="checkbox"/>	ABSP2	PLM CARB 435 (LOD 0.1%) <input type="checkbox"/>
ABBCH	TEM Chatfield** <input type="checkbox"/>	Other:	<input type="checkbox"/>	<b>Dust</b>	
ABBTM	TEM EPA NOB** <input type="checkbox"/>	<b>New York ELAP</b>		ABWA	TEM Wipe ASTM D-6480 <input type="checkbox"/>
ABQ	PLM Qualitative <input type="checkbox"/>	ABEPA2	NY ELAP 198.1 <input type="checkbox"/>	ABDMV	TEM Microvac ASTM D-5755 <input type="checkbox"/>
		ABENY	NY ELAP 198.6 PLM NOB <input checked="" type="checkbox"/>		
		ABBNY	NY ELAP 198.4 TEM NOB <input type="checkbox"/>		
<b>Water</b>				Matrix	Other <input type="checkbox"/>
ABHE	EPA 100.2 <input type="checkbox"/>				

\*\* Available on 24-hr. to 5-day TAT

Turn Around Times	3 HR (4 HR TEM) <input type="checkbox"/>	6 HR (8HR TEM) <input type="checkbox"/>	12 HR <input type="checkbox"/>	1 Day <input type="checkbox"/>
	<input type="checkbox"/> 2 Days	<input type="checkbox"/> 3 Days	<input type="checkbox"/> 4 Days	<input checked="" type="checkbox"/> 5 Days

Special Instructions	
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Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start - Stop Time*
1A					
2A					
3A					
4A					
5A					
6A					

Relinquished by	Date	Time	Received by	Date	Time
<i>[Signature]</i>	4/27/21	1600	<i>[Signature]</i>	4/27/21	9:50 am

If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST will be logged in the next business day. Weekend or holiday work must be scheduled ahead of time and is charged at 150% of the 3hr TAT or a minimum charge of \$150. A courier charge will be applied for same day and one-day turnaround times for offsite work. SanAir covers Standard Overnight FedEx shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.



**B. KPH CERTIFICATION**

NOT FOR BIDDING PURPOSES

# Company Certificate

This certifies that

KPH ENVIRONMENTAL CORPORATION

1237 W BRUCE ST  
MILWAUKEE WI 53204-1218

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

Asbestos Company -- Primary

Certificate Issue Date: 07/16/2020  
Expiration Date: 09/10/2022, 12:01 a.m.  
Certification #: CAP-1432180

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



*Miriam Hasan*  
Miriam Hasan, Unit Supervisor



Tony Evers  
Governor

Karen E Timberlake  
Secretary



State of Wisconsin  
Department of Health Services

DIVISION OF PUBLIC HEALTH  
1 WEST WILSON STREET ROOM 250  
MADISON WI 53703-3445

Fax:608-267-2832  
TTY: 711 or 800-947-3529

April 13, 2021

DEAN T JACOBSEN  
W131S6781 KIPLING DR  
MUSKEGO WI 53150-3401

ID# AII-14370

**Congratulations!** Your new Wisconsin certification card is enclosed. Please look it over and call us right away if anything on your blue card is wrong.

**Follow Wisconsin law by making sure that you:**

1. Have your blue card with you when doing regulated work.
2. Work safely using the methods you learned in training.
3. Keep your mailing address up to date. We mail a reminder when it's time to renew your blue card. Update your address by emailing [DHSAsbestosLead@wi.gov](mailto:DHSAsbestosLead@wi.gov), by using our Lead and Asbestos Online Certification website, [www.dhs.wisconsin.gov/waldo](http://www.dhs.wisconsin.gov/waldo), or by mailing a note to:

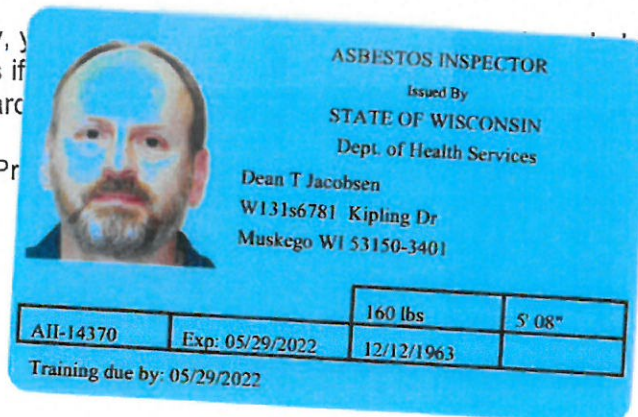
Lead and Asbestos Section  
1 W. Wilson St., Room 137  
P.O. Box 2659  
Madison WI 53701-2659

4. Take refresher training well before the "Training due by" date printed on your blue card.
  - o Asbestos-certified individuals must refresh in Wisconsin no earlier than **90 days** before the due date to keep the same expiration date.  
Find asbestos training providers at [www.dhs.wisconsin.gov/asbestos](http://www.dhs.wisconsin.gov/asbestos).
  - o Lead-certified individuals can refresh up to **1 year** before the due date.  
Find lead training providers at [www.dhs.wisconsin.gov/lead](http://www.dhs.wisconsin.gov/lead).
5. Apply to renew your card at least **1 month** before the "Exp." date on your blue card.
6. Be associated with a certified company when doing regulated work in Wisconsin. If you work for yourself, you must certify your own company under a name of your choosing. Otherwise, you must be employed by a certified company. Get a company application form at [www.dhs.wisconsin.gov/lead](http://www.dhs.wisconsin.gov/lead) or [www.dhs.wisconsin.gov/asbestos](http://www.dhs.wisconsin.gov/asbestos).
7. **Don't** conduct regulated work after your blue card expires. This could result in an enforcement action.

By getting certified and working safely, you are assuming a professional responsibility. Contact us if you have any questions below and on the back of your blue card.

The Lead and Asbestos Certification Program  
(608) 261-6876

[DHSAsbestosLead@wi.gov](mailto:DHSAsbestosLead@wi.gov)  
[www.dhs.wisconsin.gov/asbestos](http://www.dhs.wisconsin.gov/asbestos)  
[www.dhs.wisconsin.gov/lead](http://www.dhs.wisconsin.gov/lead)



NOT FOR PUBLISHING PURPOSES

## **BID FORM INSTRUCTIONS**

(Please Read Carefully)

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

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

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

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

**BID PROPOSAL**

I-43, USH 43(N) – North South Freeway – City of Milwaukee, Milwaukee County

<b>Project/Parcel Number</b>	<b>Option A – Contractor to Pay WisDOT</b>	<b>Option B – Contractor to Receive Payment from WisDOT</b>
1228-22-21 Parcel 4	\$	\$
	\$	\$
<b>Option A Total:</b>	\$	
		<b>Option B Total:</b> \$
		<b>Total Bid or Combined Net Bid</b> \$

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 <b>Licensed Asbestos Abatement Subcontractor</b> to perform the required asbestos removal under this Contract:
<b>Name:</b>
<b>Address:</b>
<b>Phone:</b>

**PLEASE ATTACH ADDENDA HERE**

NOT FOR BIDDING PURPOSES

NOT FOR BIDDING PURPOSES