

HIGHWAY WORK PROPOSAL – RAZING AND REMOVING

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

Proposal Number:

Ø 1

COUNTY	STATE PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
Ashland	1610-00-26, Parcel 1	Mellen – Ashland Jefferson Ave to Golf Course Road	STH 13

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: 8/31/2022

Time (local time): 9:00 AM

Contract completion time

14 Working Days

Firm name, address, city, state, zip

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)

Notary Seal

(Bidder Signature)

(Print or Type Bidder Name)

(Bidder Title)

For Department Use Only

Type of Work

Razing and Removing

Notice of award dated

Date guaranty returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

NOT FOR BIDDING PURPOSES

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

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

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

(Signature of Attorney-in-Fact)

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

March 2010

LIST OF SUBCONTRACTORS

Section 66.0901(7), Wisconsin Statutes, provides that as a part of the proposal, the bidder also shall submit a list of the subcontractors the bidder proposes to contract with and the class of work to be performed by each. In order to qualify for inclusion in the bidder's list a subcontractor shall first submit a bid in writing, to the general contractor at least 48 hours prior to the time of the bid closing. The list may not be added to or altered without the written consent of the municipality. A proposal of a bidder is not invalid if any subcontractor and the class of work to be performed by the subcontractor has been omitted from a proposal; the omission shall be considered inadvertent or the bidder will perform the work personally.

No subcontract, whether listed herein or later proposed, may be entered into without the written consent of the Engineer as provided in Subsection 108.1 of the Standard Specifications.

[illegible]

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 1610-00-26, Parcel; Mellen to Ashland; Jefferson Ave to Golf Course Road;
STH 13; Ashland 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 2022 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 2022 Edition is available for browsing, download, or to place an order for a hard copy at:

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

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

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

2. Scope of Work.

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

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

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

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

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

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

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

<u>Project</u>	<u>Parcel</u>	<u>Type of Building</u>	<u>Address</u>
1610-00-26	1	One story (+1,756 sq. ft) commercial gas station w/ no basement. Concrete walkway, asphalt driveway/parking area, fencing, 1 gas pump metal canopy, 1 business sign, tanks/pumps/lines removed prior, ceramic tile/carpet flooring, cooler shelving, utility sinks, A/C unit on roof, any miscellaneous items such counters, refrigerators, shelving, if present, must be removed in their entirety and hauled from site. All remaining personal property has been abandoned.	302 S. Main Street, Mellen, WI 54546

Perform the following:

1. Remove the structures from the premises. Structural integrity of the buildings is questionable. Caution must be used when entering the buildings.

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. Make arrangements with the local plumbing inspectors to inspect the abandonment of well and septic systems and/or sewer and water laterals. In accordance to state laws and administrative rules, licensed well driller and pump installer contractors shall accomplish all water well abandonment.
4. Conduct all demolition, removal, and backfilling operations in such a manner that all conflicts with vehicular traffic on adjacent streets and highways are avoided. Use barricades or fencing, or both, when needed to guarantee the safety of pedestrians or motorists.
5. Upon completion of the backfilling operations of the exposed basements and other openings, fine-grade and shape the area. Also, topsoil (conforming to standard spec 625.2), fertilize (conforming to standard spec 629.2.1.3), seed using #10 mixture (conforming to standard spec 630.2.1.5.1.1.1), and mulch (conforming to standard spec 627.3.1) right of way affected.

3. Prosecution and Progress.

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

Give definite notice of intention to start work to the Wisconsin Department of Transportation, NW Region, Attn: Jenifer Clark, 1701 N. Fourth St, Superior, WI 54880, Phone 715-392-7969, at least 72 hours in advance of beginning work.

In the event that some structures are not vacant and available when the order to start is issued, begin work on the parcels that are vacant and available, and continue with operations until the available structures have been razed or removed, the resulting exposed basements removed in their entirety and removed from the site, and all openings backfilled. Notify the department's representative when the vacated and available structures have been removed and the exposed openings backfilled. Suspend operations until the remaining structures become vacant and available; contract time will not be charged during such period of suspension. Resume work within ten days after the date the department

representative has issued a written order to do so. In the event that a structure or structures are not available to the contractor within a period of 270 days subsequent to the execution of the contract by the State, due to their occupancy or other circumstances, the contractor may have the option to request release of said unavailable structure or structures from the contract.

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

However, should the contractor submit his bid under Option A, in which payment is made to the State by the contractor, and the above unavailable conditions should exist, the unavailable parcel or parcels shall be deleted from the contract. The unavailable parcel or parcels shall be released from the contract at no expense to the State, except for the return of the money in the amount or amounts entered and submitted for said parcel or parcels under contract change order.

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

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

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

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

4. Proposal Requirements and Conditions.

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

5. Subletting or Assignment of Contract.

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

6. Award of Contract.

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

7. Cancellation of Contract.

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

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

8. Standard Insurance Requirements.

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

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

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

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

9. Traffic.

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

10. Legal Relations and Responsibility to the Public.

Add the following to standard spec 107.3:

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

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

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

Add the following to standard spec 107.8:

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

Add the following to standard spec 107.22:

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

11. Protection of Streams, Lakes and Reservoirs.

Standard spec 107.18 shall apply.

12. Underground Fuel Storage Tanks.

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

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

13. Asbestos Removal.

EITHER: An asbestos inspection has been completed for the buildings to be demolished. Copies of the inspection reports can be obtained from: WisDOT-DTSD-NW Region - Attn: Jenifer Clark, 1701 N. Fourth St. Superior, WI 54880.

Asbestos Abatement will be completed prior to this contract, however, if asbestos is encountered; 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-NW Region - Attn: Jenifer Clark, 1701 N. Fourth St. Superior, WI 54880. Or via email : jenifer.clark@dot.wi.gov

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-NW Region - Attn: Jenifer Clark, 1701 N. Fourth St. Superior, WI 54880. Or via email : jenifer.clark@dot.wi.gov

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: jenifer.clark@dot.wi.gov Or WisDOT-DTSD-NW Region - Attn: Jenifer Clark, 1701 N. Fourth St. Superior, WI 54880.

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

The well abandonment subcontractor shall prepare and submit to the DNR the Well Abandonment Report form(s), required by law in the manner prescribed herein. <https://dnr.wi.gov/warsreport/report>

Provide a copy of the Well Abandonment Report form(s), within 30 days of abandonment, to: Email: jenifer.clark@dot.wi.gov Or WisDOT-DTSD-NW Region - Attn: Jenifer Clark, 1701 N. Fourth St. Superior, WI, WI 54880.

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-business/eng-consultants/cns-ltrsrcs/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 basement walls, floors and footings.

Dispose of all non-hazardous demolition waste in a landfill licensed or approved in writing by the Department of Natural Resources and in accordance with NR500, Wisconsin Administrative Code. Failure to properly dispose of solid waste is a violation of State Solid

Waste Statutes and Administrative code and is subject to issuance of a citation under Wisconsin Statute §287.81(2)(a).

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>

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 WisDOT-DTSD-NW Region - Attn: Jenifer Clark, 1701 N. Fourth St. Superior, WI, WI 54880, Phone 715-392-7969 for this inspection.

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

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

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

20. Fencing.

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

21. Notice to Contractor – Contamination Beyond Construction Limits.

The department and others have completed environmental investigations for soil and groundwater contamination at locations within this project where excavation is required. The environmental investigations indicated that soil and groundwater contaminated with petroleum is present beyond the construction limits at the former Express Mart property at the following location:

Station 1010+25 to 1011+90, from 25 feet to 110 feet right of the reference line, from approximately 2 to 12+ feet bgs.

Contaminated soil and groundwater are present at the location above; however, the contamination is expected to be beyond the excavation limits necessary to complete the work under this project. Control construction operations near this location to ensure that they do not extend beyond the excavation limits indicated in the plans. If contaminated soil and/or groundwater is encountered near this location or elsewhere on the project during excavation, terminate excavation in the area and notify the engineer.

The Hazardous Materials Report is available by contacting:

Dan Haak
TRC
708 Heartland Trail, Suite 3000
Madison, WI 53717
608-886-7423
Dhaak@trecompanies.com

Assist the environmental consultant in determining the extent of contaminated soil (if any), by performing a backhoe test pit investigation, as directed by the environmental consultant within the footprint of the former Express Mart building.

Perform the backhoe test pit investigation as soon as practical after structure foundations are removed and prior to significant excavations (if any) beginning in this area. The backhoe test pit investigation shall include up to 5 test pits with each test pit excavated to a maximum depth of approximately 10 feet bgs. Costs associated with the test pit investigation are incidental to the project.

NOT FOR BIDDING PURPOSES

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

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

Make the following revisions to the standard specifications:

415.3.16 Tolerance in Pavement Thickness

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

415.3.16.1 General

- (1) Construct the plan thickness or thicker. The department will accept pavement thickness based on the results of department-performed acceptance testing conforming to:

Magnetic Pulse Induction	CMM 870: ASTM E3209 WTM
Probing	CMM 870: WTP C-002
Preplacement Measurement	CMM 870: WTP C-003

415.3.16.2 Pavement Units**415.3.16.2.1 Basic Units**

- (1) Basic unit is defined as a slip formed, single lane, with a minimum lane width of 10 feet, measured, from the pavement edge to the adjacent longitudinal joint; from one longitudinal joint to the next; or between pavement edges if there is no longitudinal joint.

415.3.16.2.2 Special Units

- (2) Establish special units for areas of fillets, intersections, gaps, gores, shoulders, ramps, pavement lanes less than 10 feet wide and other areas not included in basic units.

415.3.16.3 Test Plate Locations

- (1) Place department-furnished test plates. Within 5 business days after paving, enter the sequential number and associated position data into MRS available at:

<http://www.atwoodsystems.com/>

- (2) Contractor will maintain plate location markings for 10 business days after paving.

415.3.16.4 Acceptance Testing**415.3.16.4.1 Basic Units****415.3.16.4.1.2 Magnetic Pulse Induction**

- (1) The department will measure thickness within 10 business days of paving. Upon completion of the project thickness testing, the department will provide the test results to the contractor within 5 business days.
- (2) Department will establish a project reference plate at the start of each paving stage. Project reference plate will be measured before each day of testing. Department will notify the contractor of project reference plate locations before testing.
- (3) If the random plate test result falls within 80 to 50 percent pay range specified in 415.5.2, the department will measure the second plate in that unit. The department will notify the contractor immediately if the average of the 6 readings falls within the 80 to 50 percent pay range.
- (4) If an individual random plate test result is more than 1 inch thinner than contract plan thickness, the pavement is unacceptable. Department will determine limits of unacceptable pavement by performing the following:
- The engineer will test each consecutive plate stationed ahead and behind until the thickness test result is plan thickness or greater.
 - The engineer will direct the contractor to core the hardened concrete to determine the extent of the unacceptable area. In each direction, the contractor shall take cores at points approximately 20 feet from the furthest out of specification plate towards the plate that is plan thickness of greater. Once a core is within 80 to 100 percent pay range, the coring is complete and the limits of unacceptable pavement extend from the stationing between the core test results of 80 to 100 percent payment, inclusive of all unacceptable core and plate test results.
 - The contractor shall perform coring according to AASHTO T24. The department will evaluate the results according to AASHTO T148
 - The contractor shall fill core holes with concrete or mortar.

415.3.16.4.2 Special Units**415.3.16.4.2.1 Magnetic Pulse Induction**

- (1) The department will measure thickness within 10 business days of paving. Upon completion of the project thickness testing, the department will provide the test results to the contractor within 5 business days.
- (2) Department will establish a project reference plate at the start of each paving stage. Project reference plate will be measured before each day of testing. Department will notify the contractor of project reference plate locations before testing.
- (3) If the random plate test result falls within 80 to 50 percent pay range specified in 415.5.2, the department will measure the second plate in that unit. The department will notify the contractor immediately if the average of the 6 readings falls within the 80 to 50 percent pay range.
- (4) If an individual random plate test result is more than 1 inch thinner than contract plan thickness, the department will measure the second plate in that unit. If both plates are required to be measured, then all six thickness measurements will be averaged for that unit. If the average of the six measurements is more than 1 inch thinner than contract plan thickness, the pavement is unacceptable.

415.3.16.4.2.2 Probing

- (1) The department will measure slip form special units during concrete placement. Upon completion of the project thickness testing, the department will provide the test results to the contractor within 5 business days.
- (2) Department will probe 2 random locations within the special unit. The average of the two readings will be the reported measurement for the special unit.

415.3.16.4.2.3 Preplacement Measurement

- (1) The department will measure non-slip form special units before concrete placement.
- (2) Thickness corrections will be made to a conforming thickness by reshaping the base aggregate before the pavement is placed.

415.5.2 Adjusting Pay for Thickness

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

- (1) The department will adjust pay for pavement thickness under the Nonconforming Thickness Concrete Pavement administrative item as follows:

FOR PAVEMENT THINNER THAN PLAN THICKNESS BY:	PERCENT OF THE CONTRACT UNIT PRICE
> 1/4 inch but ≤ 1/2 inch	80
> 1/2 inch but ≤ 3/4 inch	60
> 3/4 inch but ≤ 1 inch	50

- (2) When pavement of unacceptable final thickness is determined, as specified in 415.3.16.4, the department will direct the contractor to either:
 1. Remove and replace unacceptable concrete pavement to the nearest joint with new concrete pavement of conforming thickness. The department will pay once for the area at the full contract price.
 2. If the unacceptable pavement is less than 100 LF, the department may allow the concrete to remain in place without payment for the unacceptable area.

460.2.6 Recovered Asphaltic Binders

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

- (2) The contractor may replace virgin binder with recovered binder up to the maximum percentage allowed under 460.2.5 without further testing. When the design percent asphalt binder replaced exceeds the allowable limits in 460.2.5, the contractor must:
 - Document adjustments made to the mix design in the mix design submittal.
 - Submit test results that indicate the mixture's asphaltic binder meets or exceeds the upper and lower temperature grade requirements the bid item designates.
 - If only one recycled asphaltic material source is used, furnish one of the following:
 - Test results from extracted and recovered binder from the resultant mixture.
 - Blending charts that indicate the resultant mixture's high and low temperature PG as an interpolation of the percent binder replaced between the virgin binder's and the recycled asphaltic material source binder's high and low temperature PG.
 - If two or more recycled asphaltic material sources are used, furnish test results from extracted and

recovered binder from the resultant mixture.

501.2.6 Water

Retitle with the following effective with the November 2021 letting:

501.2.6 Mixing Water

501.2.6.2 Requirements

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

- (2) Water from other sources must comply with the following:

Acidity, maximum of 0.1N NaOH to neutralize 200 mL of water; CMM 870: WTP C-001.....	2 mL
Alkalinity, maximum of 0.1N HCL to neutralize 200 mL of water; CMM 870: WTP C-001.....	15 mL
Maximum sulphate (SO ₄); CMM 870: WTP C-001	0.05 percent
Maximum chloride; CMM 870: WTP C-001	0.10 percent
Maximum total solids; CMM 870: WTP C-001	
Organic.....	0.04 percent
Inorganic.....	0.15 percent

501.3.2.2.2 Supplementary Cementitious Material

Replace the entire text with the following effective with the May 2022 letting:

- (1) Replace 15 to 30 percent by weight of the total cementitious material content with approved SCMs for class I concrete as specified in 715.
- (2) Replace a maximum of 30 percent by weight of the total cementitious material content with approved SCMs for class II and class III concrete as specified in 716.
- (3) Limit Class F fly ash sources not on the APL to maximum 15 percent.
- (4) Minimum SCM content may be waived by the engineer.

501.3.2.4.2 Air Entrainment

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

- (2) Test fresh concrete air content according to AASHTO T152 or AASHTO TP118 at the contract-required frequency and as the engineer directs. Test concrete placed by pumping or belting at the point of discharge from the pump line or belt.

501.3.7.1 Slump

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

- (1) Use a 1-inch to 4-inch slump for concrete used in structures or placed in forms, except as follows:
 - Do not exceed a slump of 2 inches for grade E concrete.
 - Increase slump as specified in 502.3.5.3 for concrete placed underwater.
 - If BTS approves a concrete mixture using a superplasticizer, the contractor may increase slump for that mixture to a maximum of 9 inches without exceeding the maximum mix water allowed for that grade.

531.5 Payment

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

- (2) Payment for Concrete Masonry Ancillary Structures Type NS is full compensation for providing concrete for non-standard sign structure foundations; and for anchor rod assemblies. The department will pay separately for excavating and backfilling drilled shafts under the Drilling Shafts bid items.

Replace paragraph five with the following effective with the November 2021 letting:

- (5) Payment for the Foundation bid items is full compensation for providing concrete foundations; for anchor rod assemblies; for reinforcing steel; and for embedded conduit and electrical components. The department will pay separately for excavating and backfilling drilled shafts under the Drilling Shafts bid items.

642.2.2.1 General

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

- (1) Provide each field office with two rooms, separated by an interior door with a padlock. Ensure that each room has a separate exterior door and its own air conditioner. Locate the office where a quality internet connection can be achieved. Ensure quality cell phone reception is achievable inside the field office.

701.3.1 General

Replace table 701-1 with the following effective with the November 2021 letting:

TABLE 701-1 TESTING AND CERTIFICATION STANDARDS

TEST	TEST STANDARD	MINIMUM REQUIRED CERTIFICATION (any one of the certifications listed for each test)
Random Sampling	CMM 830.9.2	Transportation Materials Sampling Technician (TMS) TMS Assistant Certified Technician (ACT-TMS) Aggregate Technician I (AGGTEC-I) AGGTEC-I Assistant Certified Technician (ACT-AGG) PCC Technician I (PCCTEC-I) PCCTEC-I Assistant Certified Technician (ACT-PCC) Grading Technician I (GRADINGTEC-I) Grading Assistant Certified Technician (ACT-GRADING)
Sampling Aggregates	AASHTO T2 ^[1] [4]	TMS, ACT-TMS, AGGTEC-1, ACT-AGG
Percent passing the No. 200 sieve	AASHTO T11 ^[1]	AGGTEC-I, ACT-AGG
Fine & coarse aggregate gradation	AASHTO T27 ^[1]	
Aggregate moisture content	AASHTO T255 ^[1]	
Fractured faces	ASTM D5821 ^[1]	
Liquid limit	AASHTO T89	Aggregate Testing for Transportation Systems (ATTS) GRADINGTEC-I, or ACT-GRADING
Plasticity index	AASHTO T90 ^[3]	
Sampling freshly mixed concrete	AASHTO R60	PCCTEC-1 ACT-PCC
Air content of fresh concrete	AASHTO T152 ^[2] AASHTO TP118 ^[5]	
Air void system of fresh concrete	AASHTO TP118 ^[5]	
Concrete slump	AASHTO T119 ^[2]	
Concrete temperature	ASTM C1064	
Making and curing concrete specimens	AASHTO T23	
Moist curing for concrete specimens	AASHTO M201	
Concrete compressive strength	AASHTO T22	Concrete Strength Tester (CST) CST Assistant Certified Technician (ACT-CST)
Concrete flexural strength	AASHTO T97	
Concrete surface resistivity ^[2]	AASHTO T358	
Voids in aggregate	AASHTO T19	PCCTEC-II
Profiling	—	PROFILER

^[1] As modified in CMM 860.

^[2] As modified in CMM 870.

^[3] A plasticity check, if required under individual QMP specifications, may be performed by an AGGTEC-I in addition to the certifications listed for liquid limit and plasticity index tests.

^[4] Plant personnel may operate equipment to obtain samples under the direct observation of a TMS or higher.

^[5] Consolidate by rodding.

710.2 Small Quantities

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

- (1) The department defines small quantities as follows:
- As specified in 715.1.1.2 for class I concrete.
 - Less than 50 cubic yards of class II ancillary concrete placed under a single bid item.
- (2) For contracts with only small quantities of material subject to testing, 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. Provide one of the following for aggregate process control:
 - Documented previous testing dated within 120 calendar days. Provide gradation test results to the engineer before placing material.
 - Non-random start-up gradation testing.

710.4 Concrete Mixes

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

- (2) At least 7 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, air content, and SAM number.
 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 aggregate production records dated within 2 years if using those results in the design. Submit component aggregate gradations, aggregate proportions, and target combined blended aggregate gradations using the following:
 - DT2220 for combined aggregate gradations.
 - DT2221 for optimized aggregate gradations.
 4. For optimized concrete mixtures:
 - Complete the worksheets within DT2221 according to the directions.
 - Ensure the optimized aggregate gradations and the optimized mix design conform to WisDOT specifications and pass the built-in tests within DT2221.
 - Verify slip-form mixture workability according to AASHTO TP137 and conformance to specifications through required trial batching.
 - Submit the completed DT2221 to the engineer electronically. Include the trial batch test results with the mix design submittal.

Replace paragraph four with the following effective with the November 2021 letting:

- (4) Prepare and submit modifications to a concrete mix to the engineer for approval 3 business days before using that modified mix. Modifications requiring the engineer's approval include changes in:
 1. Source of any material. For paving and barrier mixes, a source change for fly ash of the same class does not constitute a mix design change.
 2. Quantities of cementitious materials.
 3. Addition or deletion of admixtures. Minor admixture dosage adjustments required to maintain air content or slump do not require engineer review or approval.

710.5.5 Strength

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

- (1) Cast all 6" x 12" cylinders or all 6" x 6" x 21" beams in a set from the same sample. Do not cast more than one set of specimens from a single truckload of concrete. Mark each specimen to identify the lot and subplot or location on the project it represents.

710.5.6 Aggregate Testing

Retitle and replace the entire text with the following effective with the November 2021 letting:

710.5.6 Aggregate Testing During Concrete Production**710.5.6.1 General**

- (1) The department will accept gradation based on the results of department-performed acceptance testing.
- (2) The department and contractor will obtain samples using the same method. When belt sampling, contractor personnel shall obtain samples for the department under the direct observation of the department personnel. Contractor will define sampling method in the QMP or abbreviated QMP.

710.5.6.2 Contractor Control Charts**710.5.6.2.1 General**

- (1) Test aggregate gradations during concrete production except as allowed for small quantities under 710.2. Required contractor testing will be performed using non-random samples.

- (2) Sample aggregates from either the conveyor belt or from the working face of the stockpiles.
- (3) Sample aggregates within 2 business days before placement for each mix design. Include this gradation on the control charts.
- (4) Report gradation test results and provide control charts to the engineer within 1 business day of obtaining the sample. Submit results to the engineer and electronically into MRS as specified in 701.1.2.7.
- (5) Conduct aggregate testing at the minimum frequency shown based on the anticipated daily cumulative plant production for each mix design. The contractor's concrete production tests can be used for the same mix design on multiple contracts.

TABLE 710-1 CONTRACTOR GRADATION TESTING FREQUENCY - CLASS I

DAILY PLANT PRODUCTION RATE FOR WisDOT WORK	MINIMUM FREQUENCY
Gradation Report Before Placement	
1000 cubic yards or less	one test per day
more than 1000 cubic yards	two tests per day

TABLE 710-2 CONTRACTOR GRADATION TESTING FREQUENCY - CLASS II

MINIMUM FREQUENCY
Gradation Report Before Placement
One test per calendar week of production

710.5.6.2.2 Optimized Aggregate Gradation Control Charts

- (1) Determine the complete gradation using a washed analysis for both fine and coarse aggregates. Report results for the following:
 - 1 1/2", 1", 3/4", 1/2", 3/8", #4, #8, #16, #30, #50, #100, and #200 sieves.
 - Sum of volumetric percentages retained on No. 8, No. 16, and No. 30 sieves.
 - Sum of volumetric percentages retained on No. 30, No. 50, No. 100, and No. 200 sieves.
- (2) Calculate blended aggregate gradations using the mix design batch percentages for the component aggregates. Ensure the blended aggregate gradation conforms to the volumetric percent retained of the optimized aggregate gradation limits specified in table 501-4.
- (3) Throughout the contract, construct a 4-point running average of the volumetric percent retained for each sieve to determine if the blended aggregate gradation is within the tarantula curve limits specified in table 501-4.

710.5.6.2.3 Combined Aggregate Gradation Control Charts

- (1) 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.
- (2) Calculate blended aggregate gradations using the mix design batch percentages for the component aggregates. Ensure the blended aggregate gradation conforms to the percent passing by weight requirements of the combined aggregate gradation limits specified in table 501-4.
- (3) Throughout the contract, construct a 4-point running average of the percent passing by weight for each sieve to determine if the blended aggregate gradation is within the combined aggregate gradation limits specified in table 501-4.

710.5.6.3 Department Acceptance Testing

- (1) Department testing frequency is based on the quantity of each mix design placed under each individual WisDOT contract.
- (2) The department will split each sample, test for acceptance, and retain the remainder for a minimum of 10 calendar days.
- (3) The department will obtain the sample and deliver to regional testing lab in the same day. Department will report gradation test results to the contractor within 1 business day of being delivered to the lab. Department and contractor can agree to an alternative test result reporting timeframe; alternative timeframe is required to be documented in the QMP.
- (4) Additional samples may be taken at the engineer's discretion due to change in condition.

TABLE 710-3 DEPARTMENT GRADATION TESTING FREQUENCY

CONCRETE CLASSIFICATION	MINIMUM DEPARTMENT FREQUENCY
Class I: Pavement	1 test per placement day for first 5 days of placement. If all samples are passing, reduced frequency is applied.
	Reduced frequency: 1 test per calendar week of placement
Class I: Structures	1 test per 250 CY placed <ul style="list-style-type: none"> - Minimum of 1 test per substructure - Minimum of 1 test per superstructure
Class I: Cast-in-Place Barrier	1 test per 500 CY placed
Class II	No minimum testing

710.5.7 Corrective Action

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

710.5.7.1 Optimized Aggregate Gradations

- (1) If the contractor's 4-point running average or a department test result of the volumetric percent retained exceeds the tarantula curve limits by less than or equal to 1.0 percent on a single sieve size, do the following:
1. Notify the other party immediately.
 2. Perform corrective action documented in the QC plan or as the engineer approves.
 3. Document and provide corrective action results to the engineer as soon as they are available.
 4. Department will conduct two tests within the next business day after corrective action is complete.
 5. If blended aggregate gradations are within the tarantula curve limits by the second department test:
 - Continue with concrete production.
 - Contractor will include a break in the 4-point running average.
 - For Class I: Pavements, department will discontinue reduced frequency testing and will test at a frequency of 1 test per placement day. Once 5 consecutive samples are passing at the 1 test per placement day frequency, the reduced frequency testing will be reapplied.
 6. If blended aggregate gradations are not within the tarantula curve limits by the second department test:
 - Provide a new mix design with an increased cementitious content.
 - If the mix design already has a cementitious content of 565 or more pounds per cubic yard, provide a new mix design.
 - If the contract requires optimized aggregate gradations under 501.2.7.4.2.1(2), stop concrete production and submit a new mix design.
- (2) If the contractor's 4-point running average or a department test result of the volumetric percent retained exceeds the tarantula curve limits by more than 1.0 percent on one or more sieves, stop concrete production and submit a new mix design.
- (3) Department and contractor will sample and test aggregate of the new mix design at the frequency defined in 710.5.6.1.

710.5.7.2 Combined Aggregate Gradations

- (1) If the contractor's 4-point running average or a department test result of the percent passing by weight exceeds the combined aggregate gradation limits by less than or equal to 1.0 percent on a single sieve size, do the following:
1. Notify the other party immediately.
 2. Perform corrective action documented in the QC plan or as the engineer approves.
 3. Document and provide corrective action results to the engineer as soon as they are available.
 4. Department will conduct two tests within the next business day after corrective action is complete.
 5. If blended aggregate gradations are within the combined aggregate gradation limits by the second department test:
 - Continue with concrete production.
 - Contractor will include a break in the 4-point running average.

- For Class I: Pavements, department will discontinue reduced frequency testing and will test at a frequency of 1 test per placement day. Once 5 consecutive samples are passing at the 1 test per placement day frequency, the reduced frequency testing will be reapplied.
- 6. If blended aggregate gradations are not within the combined aggregate gradation limits by the second department test, stop concrete production and submit a new mix design.
- (2) If the contractor's 4-point running average or a department test result of the percent passing by weight exceeds the combined aggregate gradation limits by more than 1.0 percent on one or more sieves, stop concrete production and submit a new mix design.
- (3) Department and contractor will sample and test aggregate of the new mix design at the frequency defined in 710.5.6.1.

715.3.1.1 General

Replace paragraphs three and four with the following effective with the November 2021 letting:

- (3) Cast a set of 3 additional 6"x12" cylinders and test the concrete surface resistivity according to AASHTO T358. Perform this testing at least once per lot if total contract quantities are greater than or equal to the following:

- 20,000 square yards for pavements.
- 5,000 linear feet for barriers.
- 500 cubic yards for structure concrete.

Submit the resistivity to the nearest tenth into MRS for information only. Resistivity testing is not required for the following:

- Lot with less than 3 sublots.
- Concrete items classified as ancillary.
- Concrete placed under the following bid items:
 - Concrete Pavement Approach Slab
 - Concrete Masonry Culverts
 - Concrete Masonry Retaining Walls

- (4) Test the air void system at least once per lot and enter the SAM number in MRS for information only. SAM testing is not required for the following:

- For lots with less than 3 sublots.
- High early strength (HES) concrete.
- Special high early strength (SHES) concrete.
- Concrete placed under the following bid items:
 - Concrete Pavement Approach Slab
 - Concrete Masonry Culverts
 - Concrete Masonry Retaining Walls
 - Steel Grid Floor Concrete Filled
 - Crash Cushions Permanent
 - Crash Cushions Permanent Low Maintenance
 - Crash Cushions Temporary

715.3.1.2.3 Lots by Cubic Yard

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

- (1) Define standard lots and sublots conforming to the following:

TABLE 715-1 CLASS I - LOT AND SUBLOT SIZES

CONCRETE CLASSIFICATION	LOT SIZE	SUBLOT SIZE	NUMBER OF SUBLOTS PER LOT
Class I: Pavement	1250 cubic yards	250 cubic yards	5
Class I: Structures	250 cubic yards	50 cubic yards	5
Class I: Cast-in-Place Barrier	500 cubic yards	100 cubic yards	5

- (2) The contractor may include sublots less than or equal to 25 percent of the standard volume in the previous subplot. For partial sublots exceeding 25 percent of the standard volume, notify the engineer who will direct additional testing to represent that partial subplot.
- (3) An undersized lot is eligible for incentive payment under 715.5 if the lot has 3 or more sublots for that lot.

715.3.2 Strength Evaluation

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

715.3.2.1 General

- (1) The department will make pay adjustments for strength on a lot-by-lot basis using the compressive strength of contractor QC cylinders or the flexural strength of contractor QC beams.
- (2) Randomly select 2 QC specimens to test at 28 days for percent within limits (PWL). Compare the strengths of the 2 randomly selected QC specimens and determine the 28-day subplot average strength as follows:
 - If the lower strength divided by the higher strength is 0.9 or more, average the 2 QC specimens.
 - If the lower strength divided by the higher strength is less than 0.9, break one additional specimen and average the 2 higher strength specimens.

715.3.2.2 Removal and Replacement

715.3.2.2.1 Pavement

- (1) If a subplot strength is less than 2500 psi in compressive strength or 500 psi in flexural strength, the department may direct the contractor to core that subplot to determine its structural adequacy and whether to direct removal.
- (2) If the engineer directs coring, obtain three cores from the subplot in question. Have an HTCP-certified PCC technician I perform or observe core sampling according to AASHTO T24.
- (3) Have an independent consultant test cores according to AASHTO T24.
- (4) The department will assess concrete for removal and replacement based on a subplot-by-subplot analysis of core strength. Perform coring and testing, fill core holes with an engineer-approved non-shrink grout or concrete, and provide traffic control during coring.
- (5) The subplot pavement is conforming if the compressive strengths of all cores from the subplot are 2500 psi or greater.
- (6) The subplot pavement is nonconforming if the compressive strengths of any core from the subplot is less than 2500 psi. The department may direct removal and replacement or otherwise determine the final disposition of nonconforming material as specified in 106.5.

715.3.2.2.2 Structures and Cast-in-Place Barrier

- (1) The department will evaluate the subplot for possible removal and replacement if the 28-day subplot average compressive strength is lower than f'_c minus 500 psi. The value of f'_c is the design stress the plans show. The department may assess further strength price reductions or require removal and replacement only after coring the subplot.
- (2) The engineer may initially evaluate the subplot strength using a non-destructive method. Based on the results of non-destructive testing, the department may accept the subplot at the previously determined pay for the lot, or direct the contractor to core the subplot.
- (3) If the engineer directs coring, obtain three cores from the subplot in question. Have an HTCP-certified PCC technician I perform or observe core sampling according to AASHTO T24. Determine core locations, subject to the engineer's approval, that do not interfere with structural steel.
- (4) Have an independent consultant test cores according to AASHTO T24.
- (5) The department will assess concrete for removal and replacement based on a subplot-by-subplot analysis of core strength. Perform coring and testing, fill core holes with an engineer-approved non-shrink grout or concrete, and provide traffic control during coring.
- (6) If the 3-core average is greater than or equal to 85 percent of f'_c , and no individual core is less than 75 percent of f'_c , the engineer will accept the subplot at the previously determined pay for the lot. If the 3-core average is less than 85 percent of f'_c , or an individual core is less than 75 percent of f'_c , the engineer may require the contractor to remove and replace the subplot. The department may direct removal and replacement or otherwise determine the final disposition of nonconforming material as specified in 106.5.

715.3.3 Aggregate

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

715.3.3.1 General

- (1) Except as allowed for small quantities in 710.2, test aggregate conforming to 710.5.6.

715.3.3.2 Structures

- (1) In addition to the aggregate testing required under 710.5.6, determine the fine and coarse aggregate moisture content for each sample.
- (2) Calculate target batch weights for each mix when production of that mix begins. Whenever the moisture content of the fine or coarse aggregate changes by more than 0.5 percent, adjust the batch weights to maintain the design w/cm ratio.

716.2.1 Class II Concrete

Replace paragraph two with the following effective with the May 2022 letting:

- (2) Perform random QC testing at the following frequencies:
1. Test air content, temperature, and slump a minimum of once per 100 cubic yards for each mix design and placement method.
 2. Cast one set of 2 cylinders per 200 cubic yards for each mix design and placement method. Cast a minimum of one set of 2 cylinders per contract for each mix design and placement method. Random 28-day compressive strength cylinders are not required for HES or SHES concrete.
 3. For deck overlays, perform tests and cast cylinders once per 50 cubic yards of grade E concrete placed.
 4. For concrete base, one set of tests and one set of cylinders per 250 cubic yards.

The department will allow concrete startup test results for quantities under 50 cubic yards. Cast one set of 2 cylinders if using startup testing for acceptance.

ERRATA**460.2.2.3 Aggregate Gradation Master Range**Correct errata by adding US Standard equivalent sieve sizes.

- (1) Ensure that the aggregate blend, including recycled material and mineral filler, conforms to the gradation requirements in table 460-1. The values listed are design limits; production values may exceed those limits.

TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS

SIEVE	PERCENT PASSING DESIGNATED SIEVES							
	NOMINAL SIZE							
	No. 1 (37.5 mm) (1 1/2 inch)	No. 2 (25.0 mm) (1 inch)	No. 3 (19.0 mm) (3/4 inch)	No. 4 (12.5 mm) (1/2 inch)	No. 5 (9.5 mm) (3/8 inch)	No. 6 (4.75 mm) (3/16 inch)	SMA No. 4 (12.5 mm) (1/2 inch)	SMA No. 5 (9.5 mm) (3/8 inch)
50.0-mm (2-inch)	100							
37.5-mm (1 1/2-inch)	90 - 100	100						
25.0-mm (1-inch)	90 max	90 - 100	100					
19.0-mm (3/4-inch)	—	90 max	90 - 100	100			100	
12.5-mm (1/2-inch)	—	—	90 max	90 - 100	100		90 - 97	100
9.5-mm (3/8-inch)	—	—	—	90 max	90 - 100	100	58 - 80	90 - 100
4.75-mm (No. 4)	—	—	—	—	90 max	90 - 100	25 - 35	35 - 45
2.36-mm (No. 8)	15 - 41	19 - 45	23 - 49	28 - 58	32 - 67	90 max	15 - 25	18 - 28
1.18-mm (No. 16)	—	—	—	—	—	30 - 55	—	—
0.60-mm (No. 30)	—	—	—	—	—	—	18 max	18 max
0.075-mm (No. 200)	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 ^[1]	15.0 min ^[2]	16.0 - 17.5	16.0 min	17.0 min

^[1] 14.5 for LT and MT mixes.

^[2] 15.5 for LT and MT mixes.

715.5.1 GeneralCorrect the bid item number for Incentive Compressive Strength Concrete Pavement.

- (1) The department will pay incentive for compressive strength under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
715.0502	Incentive Strength Concrete Structures	DOL
715.0603	Incentive Strength Concrete Barrier	DOL
715.0715	Incentive Flexural Strength Concrete Pavement	DOL
715.0720	Incentive Compressive Strength Concrete Pavement	DOL

Non-discrimination Provisions

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

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

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

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

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

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

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

Effective 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://wisconsindot.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://wisconsindot.gov/Documents/formdocs/dt4567.docx>

NOT FOR BIDDING PURPOSES

Exhibits

ID: 1610-00-26 – Parcel 1

Removal, Grading, Backfill

Location Map

Photos

Asbestos Inspection Report

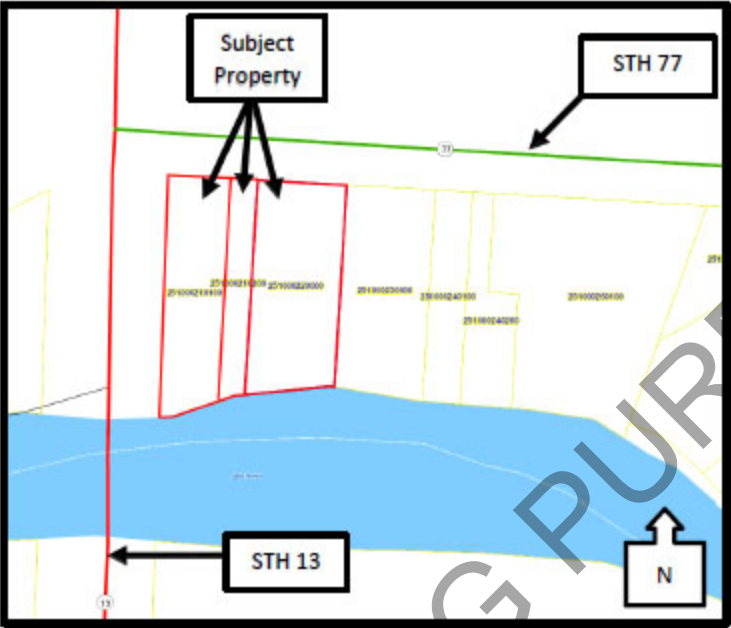
REMOVE: Parcel 1:

302 S. Main Street Mellen – One story (+1,756 sq. ft) commercial gas station w/ no basement. Concrete walkway, asphalt driveway/parking area, fencing, 1 gas pump metal canopy, 1 business sign, tanks/pumps/lines removed prior, ceramic tile/carpet flooring, cooler shelving, utility sinks, A/C unit on roof, any miscellaneous items such counters, refrigerators, shelving, if present, must be removed in their entirety and hauled from site. All remaining personal property has been abandoned.

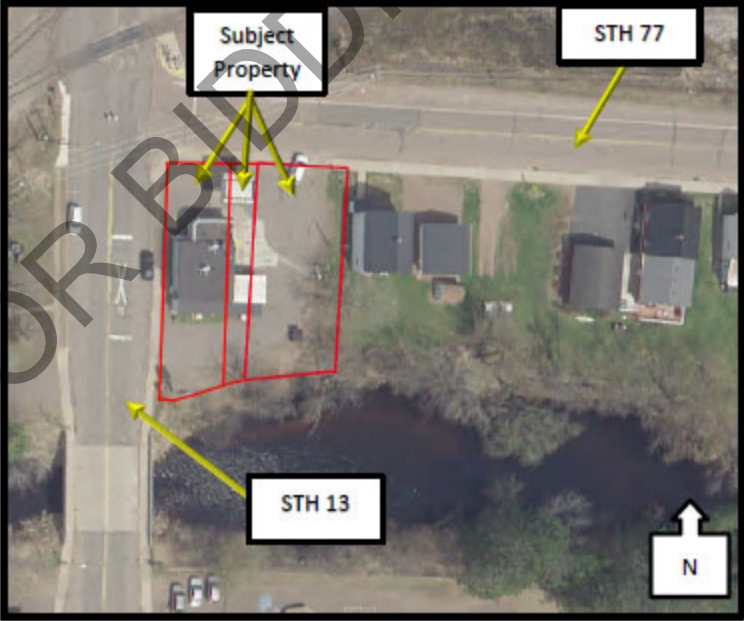
GRADING: As directed by the State of Transportation inspector. Reference Special Provisions -

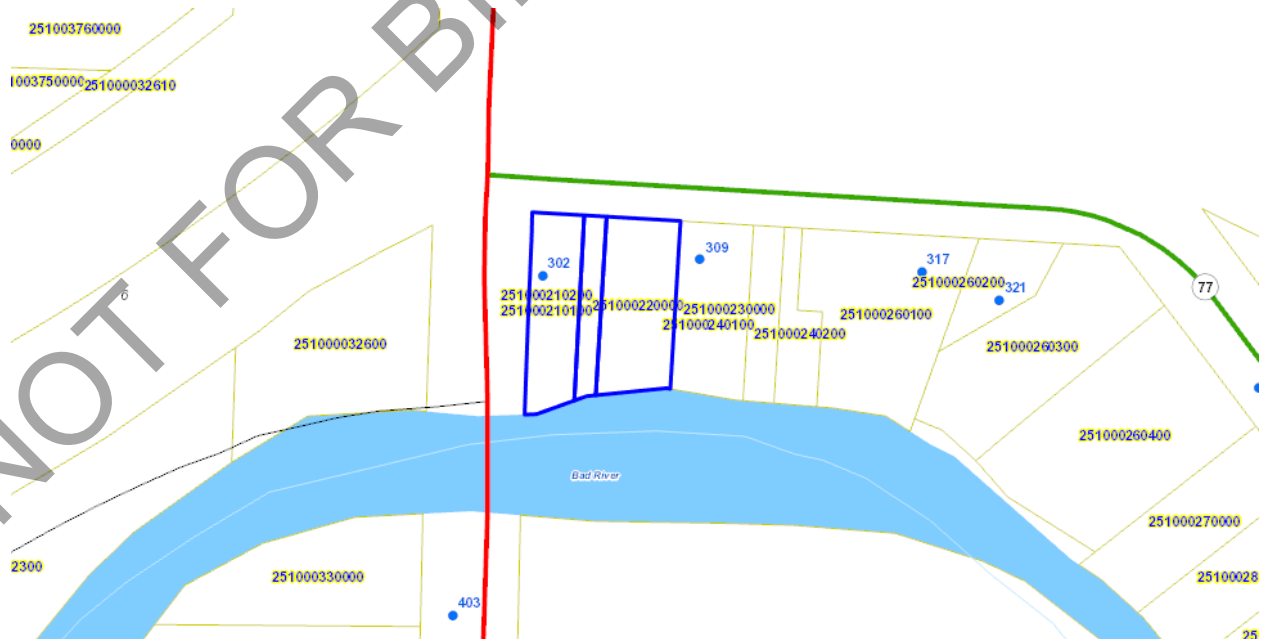
BACKFILL: Reference subsection 204.3.1.2 of the Standard Specifications.

SUBJECT PROPERTY LOCATION MAP



SUBJECT PROPERTY AERIAL PHOTO







NOTES:
THIS EXHIBIT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY.
REFER TO THE CONVEYANCE DOCUMENT FOR PARCEL RELATED DETAILS.

R/W PROJECT NUMBER: 1610-00-26 EXHIBIT NUMBER: 1

TOTAL BUNCH/PROTECTIVE PURCHASE EXHIBIT
MELLEN - ASHLAND
JEFFERSON AVE TO COURSE ROAD ASHLAND COUNTY
PART OF THE FRACTIONAL NORTHWEST 1/4 OF THE NORTH-EAST 1/4 OF SECTION 6, T44N, R24E, CITY OF MELLEN, ASHLAND COUNTY, WISCONSIN

4

WISCONSIN CENTRAL RR

STH 77/LAKE DR

Subject Property

LOT 1 LOT 2 LOT 3 LOT 4

TAX PARCEL NUMBER: 251-00022-0100
TAX PARCEL NUMBER: 251-00022-0200
TAX PARCEL NUMBER: 251-00022-0000

1

FRAC. NW-NE

BAD RIVER

LEGAL DESCRIPTION
LOTS 1 AND 2 OF BENNETT'S ADDITION TO THE VILLAGE OF IRON CITY

SCHEDULE OF LANDS & INTERESTS REQUIRED

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	TOTAL ACRES
1	J & S SALES OF CHIPPEWA FALLS, LLC	FE	0.287

UTILITY INTERESTS REQUIRED

UTILITY NUMBER	UTILITY NAME(S)	INTEREST REQUIRED
N/A	N/A	N/A

THIS MAP IS APPROVED FOR THE DEPARTMENT OF TRANSPORTATION
NORTHWEST REGION - SUPERIOR

SIGNATURE: Heather L Dresol DATE: 12/2/2020

FILE NAME: 16100026_PARC_00160.PWG PLOT DATE: 12/2/2020 2:56 PM ROW PROJECT: SCFF00026

SCHEDULE OF LANDS & INTERESTS REQUIRED SHEET

SCHEDULE OF LANDS & INTERESTS REQUIRED		<small>OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE DEPARTMENT</small>	
PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	TOTAL ACRES
1	J & S SALES OF CHIPPEWA FALLS, LLC	FEE	0.287

UTILITY INTERESTS REQUIRED		
UTILITY NUMBER	UTILITY OWNER(S)	INTEREST REQUIRED
N/A	N/A	N/A

SUBJECT AND IMPROVED COMPARABLE SALES GENERAL LOCATION MAP





LOOKING SOUTH FROM STH 77, NORTH SIDE OF BUILDING (FRONT) & CANOPY



LOOKING SOUTHEAST FROM STHs 13/77, FRONT AND WEST SIDE OF BUILDING



LOOKING EAST FROM STH 13, FRONT & WEST SIDES OF BUILDING



LOOKING NORTHEAST FROM STH 13, REAR & WEST SIDES OF BUILDING



PHOTOGRAPHS OF SUBJECT PROPERTY (EXTERIOR), *CONTINUED*



LOOKING NORTHEAST FROM STH 13, REAR AND WEST SIDE OF BUILDING



LOOKING WEST TOWARDS STH 13, EAST SIDE OF BUILDING

PHOTOGRAPHS OF SUBJECT PROPERTY (EXTERIOR), *CONTINUED*



LOOKING WEST TOWARDS STH 13, EAST SIDE OF BUILDING



LOOKING SOUTH FROM STH 13, ON-PREMISE (BUSINESS) SIGN



CHECK OUT COUNTER/AREA



SHELVING & COOLERS

PHOTOGRAPHS OF SUBJECT PROPERTY (INTERIOR), *CONTINUED*



MICROWAVE, CABINETS, COUNTER, & SINK



FREEZER, MICROWAVE, & SHELVES

PHOTOGRAPHS OF SUBJECT PROPERTY (INTERIOR), *CONTINUED*



COOLERS (FRONT)



COOLERS (FRONT) & RACK

PHOTOGRAPHS OF SUBJECT PROPERTY (INTERIOR), *CONTINUED*



INDOOR RESTROOM (1 OF 2)



ELECTRIC PANEL



Asbestos-Containing Material and Pre-Demolition Reconnaissance

**Express Mart, 302 S. Main Street,
Mellen, Ashland County, Wisconsin**

April 2022

WisDOT Project #1610-00-26

Prepared For:

Wisconsin Department of Transportation

Prepared By:

TRC
708 Heartland Trail, Suite 3000
Madison, Wisconsin 53717

A handwritten signature in blue ink that reads "John Roelke" followed by a stylized monogram.

John Roelke
WDHFS Asbestos Inspector, AII-119523

A handwritten signature in blue ink that reads "Daniel Haak" in a cursive style.

Daniel Haak, P.E.
Project Manager

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TABLES

Table 1: Asbestos Survey Log and Bulk Asbestos Analytical Results

FIGURES

Figure 1: Site Location Map

Figure 2: Sampling Location Maps

APPENDICES

Appendix A: Photographs

Appendix B: Laboratory Analytical Results

COMMONLY USED ABBREVIATIONS AND ACRONYMS

AST	aboveground storage tank
bgs	below ground surface
BRRTS	Bureau for Remediation and Redevelopment Tracking System
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act
CTH	County Trunk Highway
CY	cubic yards
DATCP	Department of Agriculture, Trade and Consumer Protection
DRO	diesel range organics
FDM	Facilities Development Manual
EMP	Excavation Management Plan
ERP	Environmental Repair Program
ES	Enforcement Standards
ESA	Environmental Site Assessment
FINDS	Facility Index System/Facility Identification Initiative Program Summary Report
GIS Registry	WDNR Geographic Information System (GIS) Registry of Closed Remediation Sites
GRO	gasoline range organics
HAZWOPER	Code of Federal Registry Chapter 29 (29 CFR) Part 1910.120 Hazardous Waste Operations and Emergency Response
HMA	Hazardous Materials Assessment
IH	Interstate Highway
lin ft	linear feet
LQG	large quantity generator
LUST	leaking underground storage tank
NPL	National Priorities List
NR ###	Wisconsin Administrative Code (WAC) Natural Resources (NR) Chapter ###
PAHs	polynuclear aromatic hydrocarbons
PAL	Preventive Action Limits
PCBs	polychlorinated biphenyls
PCE	perchloroethylene/tetrachloroethylene
PID	photoionization detector
PVOCs	petroleum volatile organic compounds
RCLs	Residual Contaminant Levels in NR 720
RCRA	Resource Conservation and Recovery Act
RCRIS	Resource Conservation and Recovery Information System
R/W or ROW	right-of-way
sq ft	square feet
STH	State Trunk Highway
TCE	trichloroethylene
TRIS	Toxic Chemical Release Inventory System
USGS	United States Geological Survey
USH	United States Highway
UST	underground storage tank
VOCs	volatile organic compounds
WDNR	Wisconsin Department of Natural Resources
WisDOT	Wisconsin Department of Transportation
WGNHS	Wisconsin Geological and Natural History Survey
WI ERP	Wisconsin Environmental Repair Program database

Executive Summary

The WisDOT has acquired the former Express Mart building located at 302 S. Main Street in Mellen, Ashland County, Wisconsin. The building, canopy, and sign will be demolished and the site cleared.

TRC Environmental Corporation (TRC) has been contracted by the WisDOT to perform an asbestos-containing materials (ACM) delineation inspection of the building, canopy, and sign in order to identify asbestos that must be removed prior to demolition.

No ACM is present in the building, on the canopy, or on the sign.

TRC's pre-demolition reconnaissance of the property, building, canopy, and sign identified various items that will need to be disposed of properly during demolition and site clearing of the property.

1.0 Background

1.1 Introduction

The WisDOT has acquired the former Express Mart building located at 302 S. Main Street in Mellen, Ashland County, Wisconsin. The building, canopy, and sign will be demolished and the site cleared.

TRC has been contracted by the WisDOT to perform an ACM delineation inspection of the building, canopy, and sign in order to identify asbestos that must be removed prior to demolition.

1.2 ACM Inspection

On April 13, 2022, TRC conducted an asbestos inspection of the building, canopy, and sign in order to determine the extent of ACM, and to identify any ACM that would require management during demolition. This was accomplished by identifying, sampling, characterizing, quantifying, and laboratory-analyzing potential ACM.

2.0 ACM Delineation

2.1 ACM Sampling

TRC conducted an ACM survey of the building, canopy, and sign on April 13, 2022. Samples of suspect ACM were collected for laboratory analysis in accordance with the United States Environmental Protection Agency's (USEPA's) Asbestos Hazardous Emergency Response Act (AHERA) 40 CFR Part 763, Subpart E, as indicated in WDNR and Occupational Safety and Health Administration (OSHA) regulations. A minimum of three randomly distributed samples of each type of material identified as homogeneous (same type, color, and age of application) were collected by John Roelke, WDHS Asbestos Inspector #AII-119523. If there was any reason to suspect that the materials might be different, those materials were sampled separately. Samples were collected by hand using hammers, chisels, and utility knives. Sufficient water was applied before and during sample collection to prevent the generation of airborne particulate as a result of sampling activities.

A total of 51 samples were collected during the April sampling event and analyzed for the presence of ACM. Materials sampled included: sealant, grout, ceramic tile, mastic, vinyl wall cove, ceiling tiles, carpet, plastic joint strip, paneling, drywall, caulk, brick molding, wire mesh concrete siding, asphalt shingles, roofing paper, tar, rubber sheets, and paint. See Appendix A for photographs and Figure 2 for sample locations.

Collected samples were analyzed by TRC Solutions, Inc. (TRC) in Windsor, Connecticut. Samples were analyzed on a 3-day turnaround basis using polarized light microscopy (PLM) with dispersion staining techniques. If one sample of a homogeneous material tested positive for asbestos, the remaining samples of that material were not analyzed.

2.2 ACM Sampling Results

The locations and types of the material sampled, the collection date, the sample number, and the condition of the material are presented in Table 1 (Asbestos Survey Log and Bulk Asbestos Analytical Results). Photographs showing representative sampled materials can be found in Appendix A. TRC's laboratory analysis reports are included in Appendix B.

No ACM is present in the building, on the canopy, or on the sign.

3.0 Conclusions and Recommendations

No ACM is present in the building, on the canopy, or on the sign.

TRC's pre-demolition reconnaissance of the property, building, canopy, and sign identified various items that will need to be disposed of properly during demolition and site clearing of the property.

Client: WisDOT
Name: Express Mart, 302 S. Main St
Location: Mellen, Ashland County
Project ID: 1610-00-26

Project Number: 489614.0000.0000
Sample Collection Date: April 13, 2022
Samples Collected By: John Roelke
Asbestos Inspector Number: All-119523

Table 1 - Asbestos Survey Log and Bulk Asbestos Analytical Results

SAMPLE NUMBER	SAMPLE LOCATION	SAMPLE DESCRIPTION	COLOR	CONDITION	ANALYTICAL METHOD AND RESULTS	FRIABLE/ NON-FRIABLE	QUANTITY
EM-1	Floor in entrance and hallway	Sealant (layer 1), grout (layer 2), 6"x6" ceramic tile (layer 3)	Gray (layer 1), red (layer 2), red (layer 3)	Good	PLM, non-detect	NF	0
EM-2	Floor in store area	Sealant (layer 1), grout (layer 2), 6"x6" ceramic tile (layer 3)	Gray (layer 1), red (layer 2), red (layer 3)	Good	PLM, non-detect	NF	
EM-3	Floor in men's & women's bathrooms	Sealant (layer 1), grout (layer 2), 6"x6" ceramic tile (layer 3)	Gray (layer 1), red (layer 2), red (layer 3)	Good	PLM, non-detect	NF	
EM-4	Floor in utility room	Grout	Gray	Good	PLM, non-detect	NF	0
EM-5	Floor in hallway	Grout	Gray	Good	PLM, non-detect	NF	
EM-6	Floor in men's & women's bathrooms	Grout	Gray	Good	PLM, non-detect	NF	
EM-7	Baseboard in hallway to bathrooms and cooler	Mastic (layer 1), 4" vinyl wall cove (layer 2)	Tan (layer 1), gray (layer 2)	Good	PLM, non-detect	NF	0
EM-8	Baseboard in hallway to bathrooms and cooler	Mastic (layer 1), 4" vinyl wall cove (layer 2)	Tan (layer 1), gray (layer 2)	Good	PLM, non-detect	NF	
EM-9	Baseboard in hallway to bathrooms and cooler	Mastic (layer 1), 4" vinyl wall cove (layer 2)	Tan (layer 1), gray (layer 2)	Good	PLM, non-detect	NF	
EM-10	Baseboard in men's and women's bathrooms	Mastic (layer 1), 4" vinyl wall cove (layer 2)	Clear (layer 1), brown (layer 2)	Good	PLM, non-detect	NF	0
EM-11	Baseboard in men's and women's bathrooms	Mastic (layer 1), 4" vinyl wall cove (layer 2)	Clear (layer 1), brown (layer 2)	Good	PLM, non-detect	NF	
EM-12	Baseboard in men's and women's bathrooms	Mastic (layer 1), 4" vinyl wall cove (layer 2)	Clear (layer 1), brown (layer 2)	Good	PLM, non-detect	NF	
EM-13	Store ceiling	4"x2' fissured acoustic ceiling tile	White/gray	Good	PLM, non-detect	NF	0
EM-14	Store ceiling	4"x2' fissured acoustic ceiling tile	White/gray	Good	PLM, non-detect	NF	
EM-15	Store ceiling	4"x2' fissured acoustic ceiling tile	White/gray	Good	PLM, non-detect	NF	
EM-16	Floor by front counter	Carpet	Brown	Good	PLM, non-detect	NF	0
EM-17	Floor by front counter	Carpet	Brown	Good	PLM, non-detect	NF	
EM-18	Floor by front counter	Carpet	Brown	Good	PLM, non-detect	NF	
EM-19	Interior walls in store area, freezer ceiling and walls	Plastic joint strip (layer 1), 4"x8' textured paneling (layer 2)	Tan (layer 1), cream (layer 2)	Good	PLM, non-detect	NF	0
EM-20	Interior walls in store area, freezer ceiling and walls	Plastic joint strip (layer 1), 4"x8' textured paneling (layer 2)	Tan (layer 1), cream (layer 2)	Good	PLM, non-detect	NF	
EM-21	Interior walls in store area, freezer ceiling and walls	Plastic joint strip (layer 1), 4"x8' textured paneling (layer 2)	Tan (layer 1), cream (layer 2)	Good	PLM, non-detect	NF	

Client: WisDOT
Name: Express Mart, 302 S. Main St
Location: Mellen, Ashland County
Project ID: 1610-00-26

Project Number: 489614.0000.0000
Sample Collection Date: April 13, 2022
Samples Collected By: John Roelke
Asbestos Inspector Number: All-119523

Table 1 - Asbestos Survey Log and Bulk Asbestos Analytical Results

SAMPLE NUMBER	SAMPLE LOCATION	SAMPLE DESCRIPTION	COLOR	CONDITION	ANALYTICAL METHOD AND RESULTS	FRIABLE/ NON-FRIABLE	QUANTITY
EM-22	Walls in men's and women's bathrooms	Smooth textured drywall	White	Good	PLM, non-detect	NF	0
EM-23	Walls in hallway	Smooth textured drywall	White	Good	PLM, non-detect	NF	
EM-24	Walls in utility room	Smooth textured drywall	White	Good	PLM, non-detect	NF	
EM-25	Around interior water pipe where it meets the ceiling	Caulk	White	Good	PLM, non-detect	NF	0
EM-26	Around interior water pipe where it meets the ceiling	Caulk	White	Good	PLM, non-detect	NF	
EM-27	Around interior water pipe where it meets the ceiling	Caulk	White	Good	PLM, non-detect	NF	
EM-28	Exterior siding	Plastic brick molding	Tan/green	Good	PLM, non-detect	NF	0
EM-29	Exterior siding	Plastic brick molding	Tan/green	Good	PLM, non-detect	NF	
EM-30	Exterior siding	Plastic brick molding	Tan/green	Good	PLM, non-detect	NF	
EM-31	Exterior siding of cooler area	Caulk	White	Good	PLM, non-detect	NF	0
EM-32	Exterior siding of cooler area	Caulk	White	Good	PLM, non-detect	NF	
EM-33	Exterior siding of cooler area	Caulk	White	Good	PLM, non-detect	NF	
EM-34	Exterior siding	Wire mesh concrete siding	Gray	Good	PLM, non-detect	NF	0
EM-35	Exterior siding	Wire mesh concrete siding	Gray	Good	PLM, non-detect	NF	
EM-36	Exterior siding	Wire mesh concrete siding	Gray	Good	PLM, non-detect	NF	
EM-37	Roof on cooler area and front entrance	Asphalt shingles (layer 1), mastic (layer 2), roofing paper (layer 3)	Black/green/white (layer 1), black (layer 2), black (layer 3)	Good	PLM, non-detect	NF	0
EM-38	Roof on cooler area and front entrance	Asphalt shingles (layer 1), mastic (layer 2), roofing paper (layer 3)	Black/green/white (layer 1), black (layer 2), black (layer 3)	Good	PLM, non-detect	NF	
EM-39	Roof on cooler area and front entrance	Asphalt shingles (layer 1), mastic (layer 2), roofing paper (layer 3)	Black/green/white (layer 1), black (layer 2), black (layer 3)	Good	PLM, non-detect	NF	
EM-40	Roof on store area and around heat vents	Tar (layer 1), rubber sheet (layer 2)	Black (layer 1), black (layer 2)	Good	PLM, non-detect	NF	0
EM-41	Roof on store area and around heat vents	Tar (layer 1), rubber sheet (layer 2)	Black (layer 1), black (layer 2)	Good	PLM, non-detect	NF	
EM-42	Roof on store area and around heat vents	Tar (layer 1), rubber sheet (layer 2)	Black (layer 1), black (layer 2)	Good	PLM, non-detect	NF	
EM-43	Roof over hallway and bathrooms	Fibrous rubber sheets	White	Good	PLM, non-detect	NF	0
EM-44	Roof over hallway and bathrooms	Fibrous rubber sheets	White	Good	PLM, non-detect	NF	
EM-45	Roof over hallway and bathrooms	Fibrous rubber sheets	White	Good	PLM, non-detect	NF	

Table 1 - Asbestos Survey Log and Bulk Asbestos Analytical Results

Client: WisDOT	Project Number: 489614.0000.0000
Name: Express Mart, 302 S. Main St	Sample Collection Date: April 13, 2022
Location: Mellen, Ashland County	Samples Collected By: John Roelke
Project ID: 1610-00-26	Asbestos Inspector Number: All-119523

SAMPLE NUMBER	SAMPLE LOCATION	SAMPLE DESCRIPTION	COLOR	CONDITION	ANALYTICAL METHOD AND RESULTS	FRIABLE/ NON-FRIABLE	QUANTITY
EM-46	Posts for sign and canopy	Paint	White	Good	PLM, non-detect	NF	0
EM-47	Posts for sign and canopy	Paint	White	Good	PLM, non-detect	NF	
EM-48	Posts for sign and canopy	Paint	White	Good	PLM, non-detect	NF	
EM-49	Canopy roof edging	Caulk	White	Good	PLM, non-detect	NF	0
EM-50	Canopy roof edging	Caulk	White	Good	PLM, non-detect	NF	
EM-51	Canopy roof edging	Caulk	White	Good	PLM, non-detect	NF	

Notes:

PLM = Polarized Light Microscopy

- Inspection was completed following WisDOT standard sampling procedure for bridge inspections found in FDM 21 35-45.

Created By: A. Voit

Checked By: D. Haak

Condition Description:

Good: The material shows no visible damage or deterioration, or shows only limited damage or deterioration.

Damaged: The material is friable that has deteriorated or sustained physical damage.

Significantly damaged: The material is friable that has sustained extensive or severe damage.

Figure 1 - Site Location Map

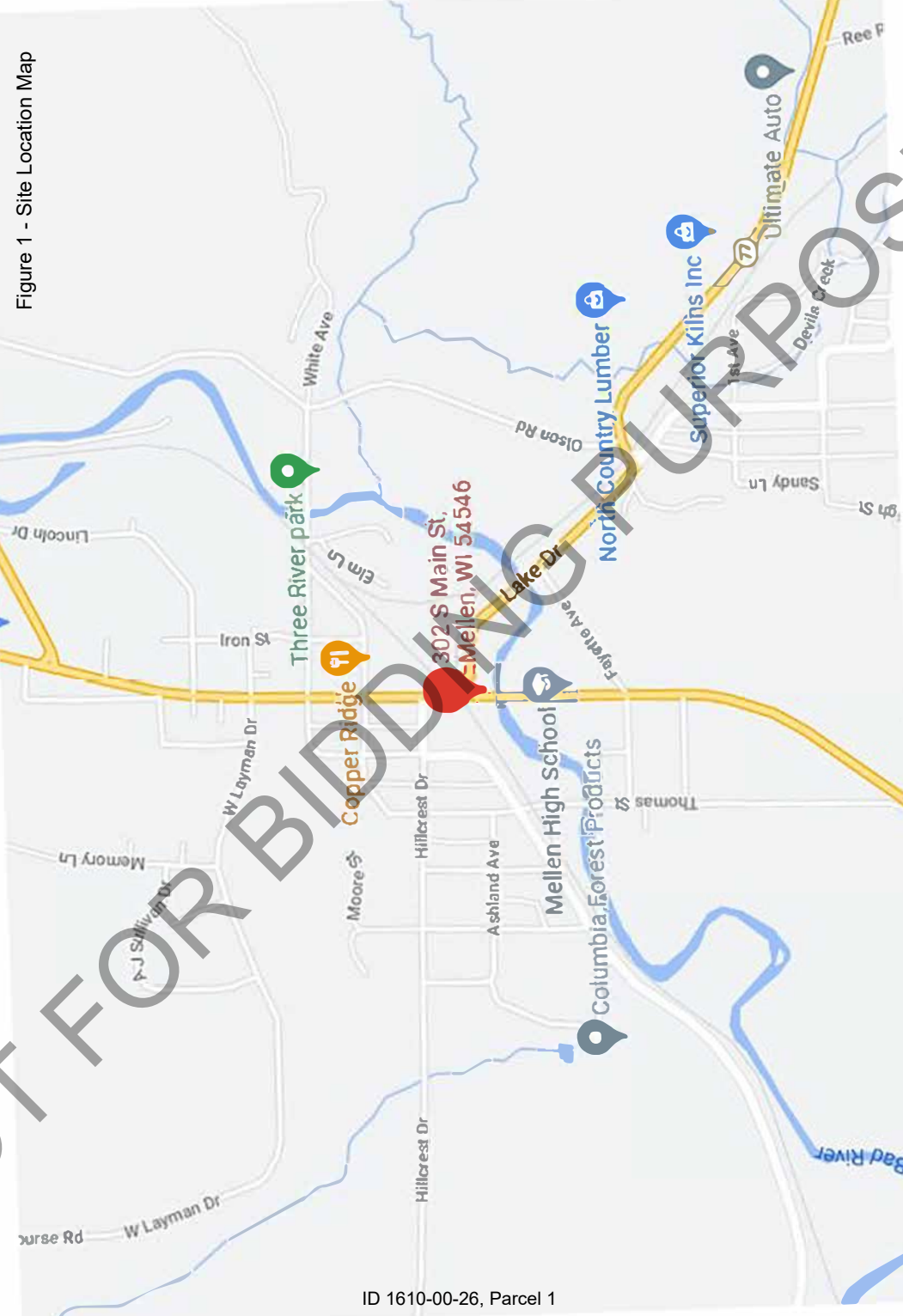


Figure 2 - Sampling Location Map



SUBJECT *Express mart*
Sampling locations
(main floor)
Lake Dr.

SHEET NO 1 OF 3
 PROJECT NO 489614.000.000
 DATE 4/13/22
 BY S. Roelke
 CHKD _____

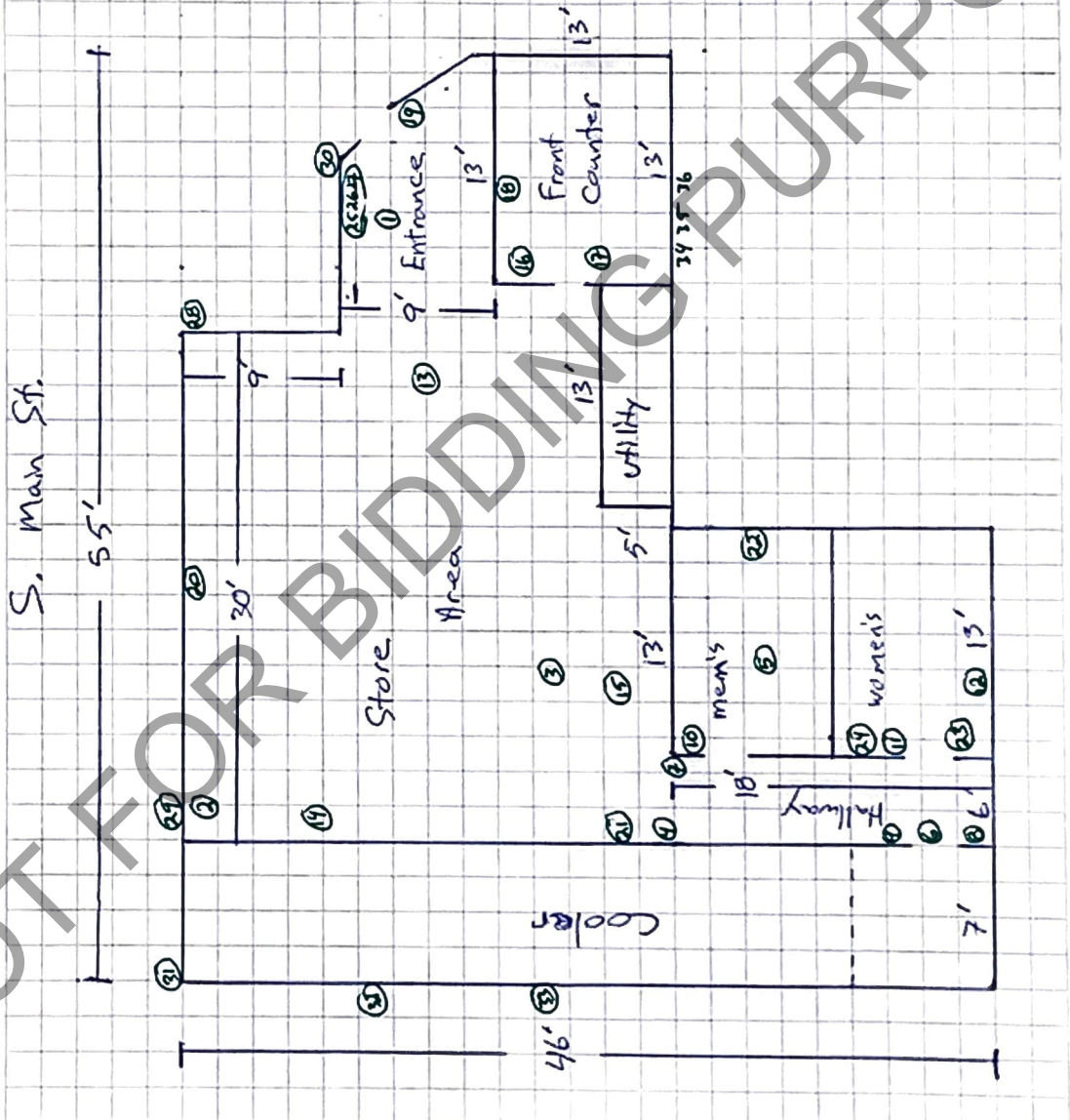


Figure 2 - Sampling Location Map



SHEET NO. 2 OF 3
PROJECT NO. 489614,0000.0000
DATE 4/13/22
BY J. Koelle
CHKD _____

SUBJECT Express Mart
Sampling locations
(Roof)
Lake Dr.

S. Main St.

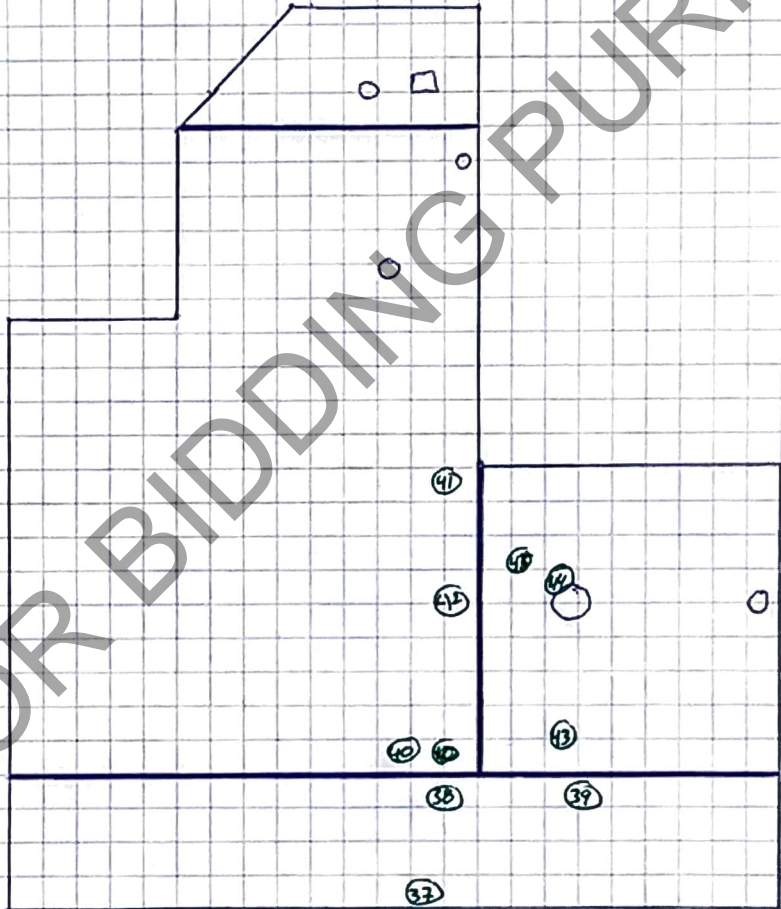


Figure 2 - Sampling Location Map

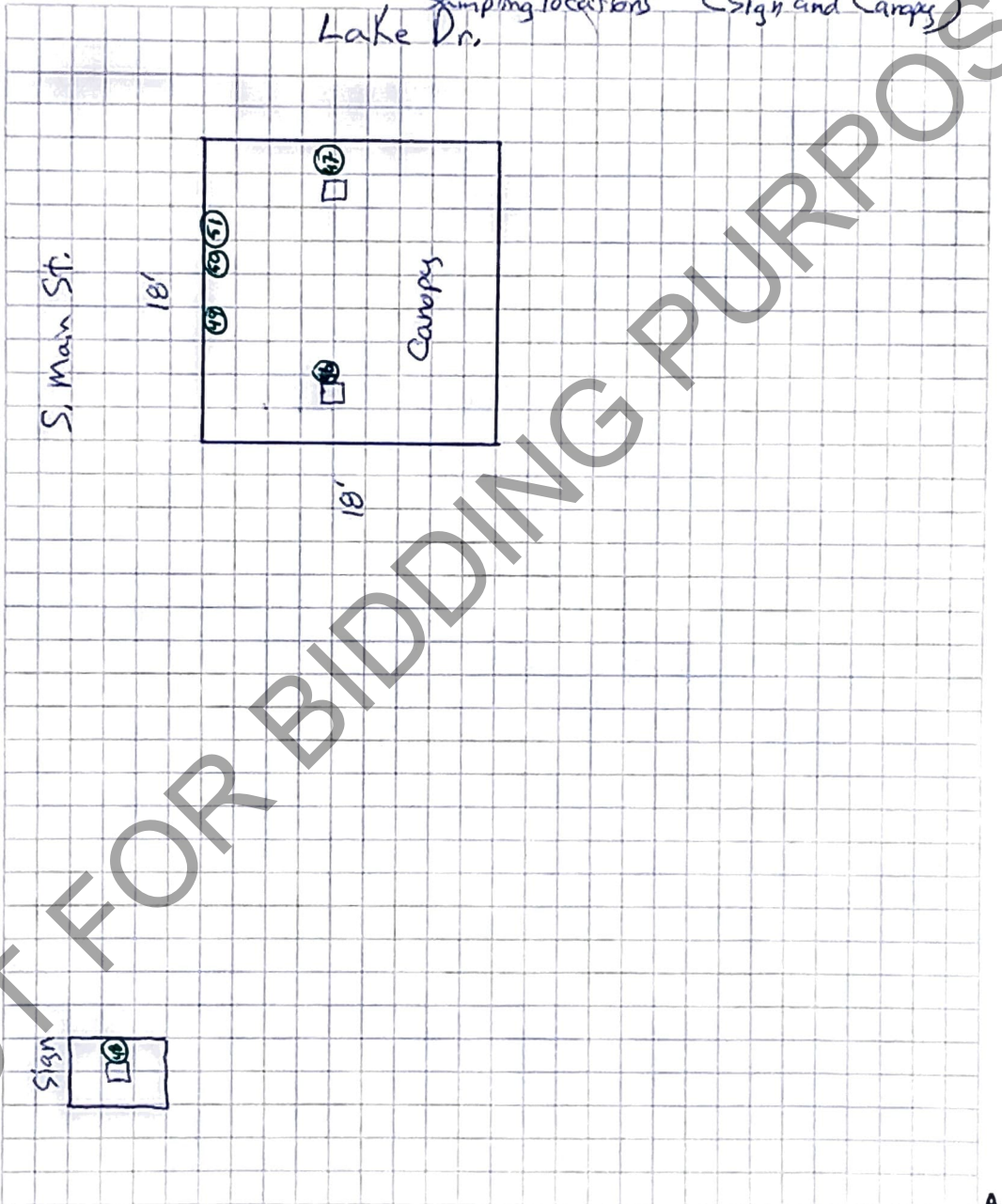


SHEET NO. 3 OF 3
PROJECT NO. 489614.0000.0000
DATE 4/13/22
BY T. Koelke
CHKD _____

SUBJECT Express Mart

Sampling locations
Lake Dr.

(Sign and Canopy)



Appendix A: Photographs

NOT FOR BIDDING PURPOSES

Photographic Log

Client Name: WisDOT		Site Location: Express Mart, 302 S. Main Street, Mellen, Ashland County	Project No.: WisDOT #1610-00-26 TRC# 489614.0000
Photo No. 1	Date 4/13/2022		
Description Looking at the front of the building			
Photo No. 2	Date 4/13/2022		
Description Looking at side of building along S. Main Street			

Photographic Log

Client Name: WisDOT		Site Location: Express Mart, 302 S. Main Street, Mellen, Ashland County	Project No.: WisDOT #1610-00-26 TRC# 489614.0000
Photo No. 3	Date 4/13/2022		
Description Looking at back of building			
Photo No. 4	Date 4/13/2022		
Description Looking at side of building, along parking lot			

Photographic Log

Client Name: WisDOT		Site Location: Express Mart, 302 S. Main Street, Mellen, Ashland County	Project No.: WisDOT #1610-00-26 TRC# 489614.0000
Photo No. 5	Date 4/13/2022		
Description Gas pump canopy			
Photo No. 6	Date 4/13/2022		
Description Sign			

Photographic Log

Client Name: WisDOT		Site Location: Express Mart, 302 S. Main Street, Mellen, Ashland County	Project No.: WisDOT #1610-00-26 TRC# 489614.0000
Photo No. 7	Date 4/13/2022		
Description Store area			
Photo No. 8	Date 4/13/2022		
Description Store area			


Photographic Log

Client Name: WisDOT		Site Location: Express Mart, 302 S. Main Street, Mellen, Ashland County	Project No.: WisDOT #1610-00-26 TRC# 489614.0000
Photo No. 9	Date 4/13/2022		
Description Store area			
Photo No. 10	Date 4/13/2022		
Description Front counter area			

Photographic Log

Client Name: WisDOT		Site Location: Express Mart, 302 S. Main Street, Mellen, Ashland County	Project No.: WisDOT #1610-00-26 TRC# 489614.0000
Photo No. 11	Date 4/13/2022		
Description Hallway to bathrooms			
Photo No. 12	Date 4/13/2022		
Description Men's bathroom			



Photographic Log

Client Name: WisDOT		Site Location: Express Mart, 302 S. Main Street, Mellen, Ashland County	Project No.: WisDOT #1610-00-26 TRC# 489614.0000
Photo No. 13	Date 4/13/2022		
Description Women's bathroom			
Photo No. 14	Date 4/13/2022		
Description Cooler area			

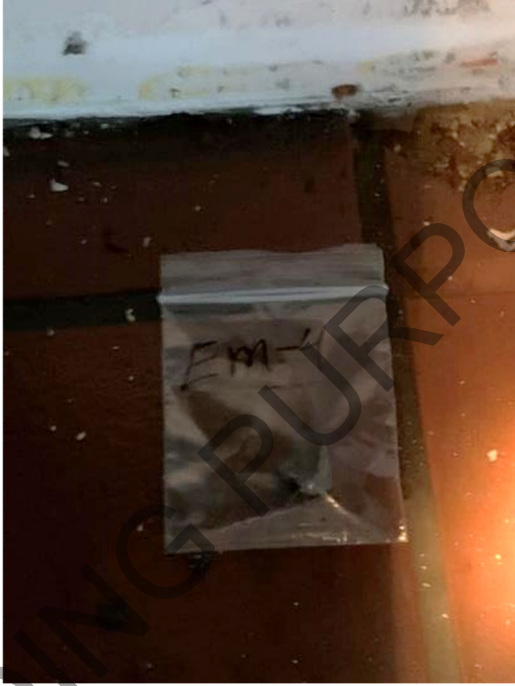

Photographic Log

Client Name: WisDOT		Site Location: Express Mart, 302 S. Main Street, Mellen, Ashland County	Project No.: WisDOT #1610-00-26 TRC# 489614.0000
Photo No. 15	Date 4/13/2022		
Description Cooler area			
Photo No. 16	Date 4/13/2022		
Description Fuse box in utility room, no suspect ACM			



Photographic Log

Client Name: WisDOT		Site Location: Express Mart, 302 S. Main Street, Mellen, Ashland County	Project No.: WisDOT #1610-00-26 TRC# 489614.0000
Photo No. 17	Date 4/13/2022		
Description Utility room			
Photo No. 18	Date 4/13/2022		
Description 6"x6" red ceramic tile, red grout, and gray sealant on floor in store entrance, hallway, store area, men's & women's bathrooms All non-detect for ACM			


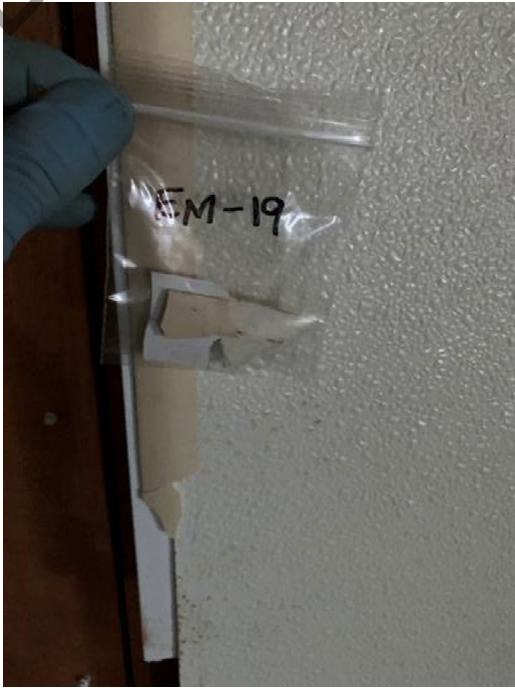
Photographic Log

Client Name: WisDOT		Site Location: Express Mart, 302 S. Main Street, Mellen, Ashland County	Project No.: WisDOT #1610-00-26 TRC# 489614.0000
Photo No. 19	Date 4/13/2022		
Description Gray grout on floor in utility room, hallway, men's & women's bathrooms Non-detect for ACM			
Photo No. 20	Date 4/13/2022		
Description 4" gray vinyl baseboard wall cove and tan mastic in hallway to bathrooms and cooler Both non-detect for ACM			



Photographic Log

Client Name: WisDOT		Site Location: Express Mart, 302 S. Main Street, Mellen, Ashland County	Project No.: WisDOT #1610-00-26 TRC# 489614.0000
Photo No. 21	Date 4/13/2022		
Description 4" brown vinyl baseboard wall cove and clear mastic in men's & women's bathrooms Both non-detect for ACM			
Photo No. 22	Date 4/13/2022		
Description 4'x2' white fissured acoustic ceiling tile in store area Non-detect for ACM			



Photographic Log

Client Name: WisDOT		Site Location: Express Mart, 302 S. Main Street, Mellen, Ashland County	Project No.: WisDOT #1610-00-26 TRC# 489614.0000
Photo No. 23	Date 4/13/2022		
Description Brown carpet on floor in the front counter area Non-detect for ACM			
Photo No. 24	Date 4/13/2022		
Description 4'x8' white textured fiberglass paneling and tan plastic joint strip on interior walls in store area, cooler ceiling & walls Both non-detect for ACM			



Photographic Log

Client Name: WisDOT		Site Location: Express Mart, 302 S. Main Street, Mellen, Ashland County	Project No.: WisDOT #1610-00-26 TRC# 489614.0000
Photo No. 25	Date 4/13/2022		
Description White smooth textured drywall on walls in men's & women's bathrooms, hallway, and utility room Non-detect for ACM			
Photo No. 26	Date 4/13/2022		
Description White caulk around interior water pipe where it meets the ceiling Non-detect for ACM			

Photographic Log

Client Name: WisDOT		Site Location: Express Mart, 302 S. Main Street, Mellen, Ashland County	Project No.: WisDOT #1610-00-26 TRC# 489614.0000
Photo No. 27	Date 4/13/2022		
Description Looking behind lower section of building exterior			
Photo No. 28	Date 4/13/2022		
Description Green/tan plastic brick molding on building exterior Non-detect for ACM			

Photographic Log

Client Name: WisDOT		Site Location: Express Mart, 302 S. Main Street, Mellen, Ashland County	Project No.: WisDOT #1610-00-26 TRC# 489614.0000
Photo No. 29	Date 4/13/2022		
Description White caulk on exterior siding of the cooler area Non-detect for ACM			
Photo No. 30	Date 4/13/2022		
Description Gray wire mesh concrete siding on building exterior Non-detect for ACM			

Photographic Log

Client Name: WisDOT		Site Location: Express Mart, 302 S. Main Street, Mellen, Ashland County	Project No.: WisDOT #1610-00-26 TRC# 489614.0000
Photo No. 31	Date 4/13/2022		
Description Roof over cooler area and front entrance			
Photo No. 32	Date 4/13/2022		
Description Black/green/white asphalt shingles with black mastic and tar paper on roof over cooler area and front entrance All non-detect for ACM			



Photographic Log

Client Name: WisDOT		Site Location: Express Mart, 302 S. Main Street, Mellen, Ashland County	Project No.: WisDOT #1610-00-26 TRC# 489614.0000
Photo No. 33	Date 4/13/2022		
Description Roof over store area			
Photo No. 34	Date 4/13/2022		
Description Black rubber sheets and black tar on roof over store area Both non-detect for ACM			

Photographic Log

Client Name: WisDOT		Site Location: Express Mart, 302 S. Main Street, Mellen, Ashland County	Project No.: WisDOT #1610-00-26 TRC# 489614.0000
Photo No. 35	Date 4/13/2022		
Description Vents and a/c unit on roof			
Photo No. 36	Date 4/13/2022		
Description White roof over bathrooms and hallway			

Photographic Log

Client Name: WisDOT		Site Location: Express Mart, 302 S. Main Street, Mellen, Ashland County	Project No.: WisDOT #1610-00-26 TRC# 489614.0000
Photo No. 37	Date 4/13/2022		
Description White fibrous sheets on roof over bathrooms and hallway Non-detect for ACM			
Photo No. 38	Date 4/13/2022		
Description Gas pump canopy			

Photographic Log

Client Name: WisDOT		Site Location: Express Mart, 302 S. Main Street, Mellen, Ashland County	Project No.: WisDOT #1610-00-26 TRC# 489614.0000
Photo No. 39	Date 4/13/2022		
Description White paint on posts for sign and canopy			
Photo No. 40	Date 4/13/2022		
Description White caulk along canopy roof edge			

Appendix B: Laboratory Analytical Results

NOT FOR BIDDING PURPOSES



BULK ASBESTOS ANALYSIS REPORT

CLIENT: Wisconsin Department of Transportation

Lab Log #: 0058960

Project #: 489614.0000.0000

Date Received: 04/15/2022

Date Analyzed: 04/19/2022

Site: Express Mart, 302 S. Main Street, Mellen, WI

POLARIZED LIGHT MICROSCOPY by EPA 600/R-93/116

Sample No.	Sample Location	Homogeneous Material Description	Other Matrix Materials	Asbestos %	Asbestos Type
EM-1	entrance hallway	LAYER 1 Grey sealant	---	ND	None
EM-1		LAYER 2 Red grout	---	ND	None
EM-1		LAYER 3 Red 6"x6" ceramic tile	---	ND	None
EM-2	store area	LAYER 1 Grey sealant	---	ND	None
EM-2		LAYER 2 Red grout	---	ND	None
EM-2		LAYER 3 Red 6"x6" ceramic tile	---	ND	None
EM-3	men's & women's bathroom	LAYER 1 Grey sealant	---	ND	None
EM-3		LAYER 2 Red grout	---	ND	None
EM-3		LAYER 3 Red 6"x6" ceramic tile	---	ND	None
EM-4	utility room	Grey grout	---	ND	None
EM-5	hallway	Grey grout	---	ND	None
EM-6	men's & women's bathroom	Grey grout	---	ND	None
EM-7	hallway to bathrooms and cooler	LAYER 1 Tan mastic	---	ND	None
EM-7		LAYER 2 Grey 4" vinyl wall cove	---	ND	None
EM-8	hallway to bathrooms and cooler	LAYER 1 Tan mastic	---	ND	None
EM-8		LAYER 2 Grey 4" vinyl wall cove	---	ND	None
EM-9	hallway to bathrooms and cooler	LAYER 1 Tan mastic	---	ND	None
EM-9		LAYER 2 Grey 4" vinyl wall cove	---	ND	None

TRC LABORATORY ASBESTOS ANALYTICAL ACCREDITATIONS

NVLAP Lab Code 101424-0
RI #PLM0007 TX #300354
CO# AL-15020

AIHA-LAP, LLC #100122 CT #PH-0426
VT #AL910359 LA#05011 VA #3333 000283
PHIL# 461 PA#68-03387

ME LA-0075, LB-0071
AZ #A20944

MA #AA000052
HI #L-09-004

NY #10980 WV #000622
NJ #CT004 CA #2907

ID 1610-00-26, Parcel 1



POLARIZED LIGHT MICROSCOPY by EPA 600/R-93/116

Sample No.	Sample Location	Homogeneous Material Description	Other Matrix Materials	Asbestos %	Asbestos Type
EM-10	both bathrooms	LAYER 1 Colorless mastic	---	ND	None
EM-10		LAYER 2 Brown 4" vinyl wall cove	---	ND	None
EM-11	both bathrooms	LAYER 1 Colorless mastic	---	ND	None
EM-11		LAYER 2 Brown 4" vinyl wall cove	---	ND	None
EM-12	both bathrooms	LAYER 1 Colorless mastic	---	ND	None
EM-12		LAYER 2 Brown 4" vinyl wall cove	---	ND	None
EM-13	store ceiling	White/Grey 4'x2' fissured acoustic ceiling tile	10% cellulose 80% mineral wool	ND	None
EM-14	store ceiling	White/Grey 4'x2' fissured acoustic ceiling tile	10% cellulose 80% mineral wool	ND	None
EM-15	store ceiling	White/Grey 4'x2' fissured acoustic ceiling tile	10% cellulose 80% mineral wool	ND	None
EM-16	front counter	Brown carpet	99% synthetic fiber	ND	None
EM-17	front counter	Brown carpet	99% synthetic fiber	ND	None
EM-18	front counter	Brown carpet	99% synthetic fiber	ND	None
EM-19	store area & freezer ceiling & walls	LAYER 1 Tan plastic strip joint	---	ND	None
EM-19		LAYER 2 Cream 4'x8' textured paneling	60% fibrous glass	ND	None
EM-20	store area & freezer ceiling & walls	LAYER 1 Tan plastic strip joint	---	ND	None
EM-20		LAYER 2 Cream 4'x8' textured paneling	60% fibrous glass	ND	None
EM-21	store area & freezer ceiling & walls	LAYER 1 Tan plastic strip joint	---	ND	None
EM-21		LAYER 2 Cream 4'x8' textured paneling	60% fibrous glass	ND	None
EM-22	bathroom walls	White smooth textured drywall	2% cellulose	ND	None
EM-23	hallway walls	White smooth textured drywall	2% cellulose	ND	None
EM-24	utility room walls	White smooth textured drywall	2% cellulose	ND	None
EM-25	interior water pipe that meets the ceiling	White caulk	---	ND	None

TRC LABORATORY ASBESTOS ANALYTICAL ACCREDITATIONS

NVLAP Lab Code 101424-0
RI #PLM0007 TX #300354
CO# AL-15020

AIHA-LAP,LLC #100122 CT #PH-0426
VT #AL910359 LA#05011 VA #3333 000283
PHIL# 461 PA#68-03387

ME LA-0075, LB-0071
AZ #A20944

MA #AA000052
HI #L-09-004

NY #10980 WV #000622
NJ #CT004 CA #2907

ID 1610-00-26, Parcel 1



POLARIZED LIGHT MICROSCOPY by EPA 600/R-93/116

Sample No.	Sample Location	Homogeneous Material Description	Other Matrix Materials	Asbestos %	Asbestos Type
EM-26	interior water pipe that meets the ceiling	White caulk	---	ND	None
EM-27	interior water pipe that meets the ceiling	White caulk	---	ND	None
EM-28	exterior siding	Tan/Green plastic brick mold	---	ND	None
EM-29	exterior siding	Tan/Green plastic brick mold	---	ND	None
EM-30	exterior siding	Tan/Green plastic brick mold	---	ND	None
EM-31	exterior siding cooler area	White caulk	---	ND	None
EM-32	exterior siding cooler area	White caulk	---	ND	None
EM-33	exterior siding cooler area	White caulk	---	ND	None
EM-34	exterior siding	Grey wire mesh concrete siding	---	ND	None
EM-35	exterior siding	Grey wire mesh concrete siding	---	ND	None
EM-36	exterior siding	Grey wire mesh concrete siding	---	ND	None
EM-37	roof: cooler area & front entrance	LAYER 1 Black/Green/White asphalt shingle	20% fibrous glass	ND	None
EM-37		LAYER 2 Black mastic	---	ND	None
EM-37		LAYER 3 Black roofing paper	80% cellulose	ND	None
EM-38	roof: cooler area & front entrance	LAYER 1 Black/Green/White asphalt shingle	20% fibrous glass	ND	None
EM-38		LAYER 2 Black mastic	---	ND	None
EM-38		LAYER 3 Black roofing paper	80% cellulose	ND	None
EM-39	roof: cooler area & front entrance	LAYER 1 Black/Green/White asphalt shingle	20% fibrous glass	ND	None
EM-39		LAYER 2 Black mastic	---	ND	None
EM-39		LAYER 3 Black roofing paper	80% cellulose	ND	None
EM-40	roof: store area & heat vents	LAYER 1 Black tar	10% cellulose	ND	None
EM-40		LAYER 2 Black rubber sheet	30% synthetic fiber	ND	None

TRC LABORATORY ASBESTOS ANALYTICAL ACCREDITATIONS

NVLAP Lab Code 101424-0
RI #PLM0007 TX #300354
CO# AL-15020

AIHA-LAP,LLC #100122 CT #PH-0426
VT #AL910359 LA#05011 VA #3333 000283
PHIL# 461 PA#68-03387

ME LA-0075, LB-0071
AZ #A20944

MA #AA000052
HI #L-09-004

NY #10980 WV #000622
NJ #CT004 CA #2907

ID 1610-00-26, Parcel 1



POLARIZED LIGHT MICROSCOPY by EPA 600/R-93/116

Sample No.	Sample Location	Homogeneous Material Description	Other Matrix Materials	Asbestos %	Asbestos Type
EM-41	roof: store area & heat vents	LAYER 1 Black tar	10% cellulose	ND	None
EM-41		LAYER 2 Black rubber sheet	30% synthetic fiber	ND	None
EM-42	roof: store area & heat vents	LAYER 1 Black tar	10% cellulose	ND	None
EM-42		LAYER 2 Black rubber sheet	30% synthetic fiber	ND	None
EM-43	roof: hallway & bathrooms	White fibrous rubber sheets	20% synthetic fiber	ND	None
EM-44	roof: hallway & bathrooms	White fibrous rubber sheets	20% synthetic fiber	ND	None
EM-45	roof: hallway & bathrooms	White fibrous rubber sheets	20% synthetic fiber	ND	None
EM-46	posts for sign and canopy	White paint	- - -	ND	None
EM-47	posts for sign and canopy	White paint	- - -	ND	None
EM-48	posts for sign and canopy	White paint	- - -	ND	None
EM-49	canopy roof edging	White caulk	- - -	ND	None
EM-50	canopy roof edging	White caulk	- - -	ND	None
EM-51	canopy roof edging	White caulk	- - -	ND	None

ND - asbestos was not detected

Trace - asbestos was observed at level of 1% or less - This is the reporting limit

NA/PS - Not Analyzed / Positive Stop

SNA - Sample Not Analyzed- See Chain of Custody for details

Notes: Asbestos-Containing Material (ACM) is any material containing more than 1% asbestos

Note: Polarized-light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. In those cases, EPA recommends, and certain states (e.g. NY) require, that negative results be confirmed by quantitative transmission electron microscopy.

The Laboratory at TRC follows the EPA's Interim Method for the Determination of Asbestos in Bulk Insulation 1982 (EPA 600/M4-82-020) Bulk Analysis Code 18/A01 and the EPA recommended Method for the Determination of Asbestos in Bulk Building Materials July 1993, R.L. Perkins and B.W. Harvey, (EPA/600/R-93/116) Bulk Analysis Code 18/A03, which utilize polarized light microscopy (PLM). Our analysts have completed an accredited course in asbestos identification. TRC's Laboratory is accredited under the National Voluntary Laboratory Accreditation Program (NVLAP), for Bulk Asbestos Fiber Analysis, NVLAP Code 18/A01, effective through June 30, 2022. TRC is accredited by the AIHA Laboratory Accreditation Programs (AIHA-LAP), LLC in the Industrial Hygiene Program (IHLAP) for PLM effective through October 1, 2022. Asbestos content is determined by visual estimate unless otherwise indicated. Quality Control is performed in-house on at least 10% of samples and QC data related to the samples is available upon written request from client.

This report shall not be reproduced, except in full, without the written approval of TRC. This report must not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report relates only to the items tested.

Analyzed by:

Kathleen Williamson, Laboratory Manager

Reviewed by:

Joel Corso, Approved Signatory

Date Issued

04/20/2022

TRC LABORATORY ASBESTOS ANALYTICAL ACCREDITATIONS

NVLAP Lab Code 101424-0
RI #PLM0007 TX #300354
CO# AL-15020

AIHA-LAP, LLC #100122 CT #PH-0426
VT #AL910359 LA#05011 VA #3333 000283
PHIL# 461 PA#68-03387

ME LA-0075, LB-0071
AZ #A20944

MA #AA000052
HI #L-09-004

NY #10980
NJ #CT004

WV #000622
CA #2907

ID 1610-00-26, Parcel 1

NOT FOR BIDDING PURPOSES

BID FORM INSTRUCTIONS

(Please Read Carefully)

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

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

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

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

BID PROPOSAL

Project I.D. 1610-00-26, Parcel 1, 302 S. Main Street. City of Mellen, Ashland County

Project/Parcel Number	Option A – Contractor to Pay WisDOT	Option B – Contractor to Receive Payment from WisDOT
1610-00-26 Parcel 1	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Option A Total:	\$	////////////////////////////////////
	Option B Total:	\$
	Total Bid or Combined Net Bid	\$

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

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

☐

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

IF APPLICABLE:

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

PLEASE ATTACH ADDENDA HERE

NOT FOR BIDDING PURPOSES