

MILWAUKEE STATE OFFICE BUILDING SITE ABATEMENT AND DEMOLITION
DEPARTMENT OF ADMINISTRATION
MILWAUKEE, WISCONSIN

AAC (Asbestos Abatement Contractor) RECORD DOCUMENTS

Division Project No 18C2E-01

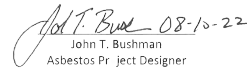
NOVEMBER 7, 2023

FOR
THE STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF FACILITIES DEVELOPMENT
STATE OF WISCONSIN ADMINISTRATION BUILDING - 7TH FLOOR
101 EAST WILSON STREET - P.O. BOX 7866
MADISON, WISCONSIN 53707

By

Abatement Consultant

Environmental Management Consulting, Inc.
W7748 County Hwy. V
Lake Mills, WI 53551
(920) 648-6343


John T. Bushman
Asbestos Project Designer
Certification No. APD-1283

Architect

Continuum Architects + Planners S.C.
751 N Jefferson St, Suite 200
Milwaukee, WI 53092
(414) 220-9640


8/10/2022

Civil Engineer

Oneida Total Integrated Enterprises
1033 N Mayfair Rd, Suite 200
Wauwatosa, WI 53226
(414) 257-4200


8/10/2022

Electrical Engineer

Affiliated Engineers, Inc.
5802 Research Park Boulevard
Madison, WI 53719
(608) 238-2616


8/10/2022

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1	TABLE OF CONTENTS AAC BIDDERS (Rev 6/2021)	
2		
3		
4		
5	Division Project No. 18C2E-01	
6		
7	DIVISION 1 ASBESTOS ABATEMENT CONTRACTOR (AAC) BIDDING AND CONTRACT	
8	REQUIREMENTS	Pages Thru
9	TITLE PAGE	1
10	TABLE OF CONTENTS	TC-3
11		
12	BIDDING REQUIREMENTS	
13	Asbestos Abatement Contractor (AAC) Invitation to Bid	A-2
14	AAC Instructions to Bidders	B-8
15	Bid Form –Asbestos Abatement Contractor (AAC)	C-3
16	Sealed Bid Envelope Label	1
17	Bid Bond Form (DOA-4506)	BB-1
18	Designation of Confidential and Proprietary Information Form (DOA-3027)	1
19		
20	Form A - Affidavit of Compliance – MBE / DVB Provisions (DOA-4266)	2
21	Request for Submittal Approval (DOA-4523)	1
22	Request for Subcontractors Approval (DOA-4225)	1
23	Asbestos/Lead Abatement Certification Form (DOA-4509)	1
24		
25	CONTRACT FORMS	
26	Performance Bond 100% Form (DOA-4188)	2
27	Payment Bond 100% Form (DOA-4187)	2
28	Contract Form (DOA-4504)	2
29		
30	CONDITIONS OF THE CONTRACT	
31	Index to General Conditions	1
32	General Conditions of the Asbestos Abatement Contractor (AAC) Contract (DOA-4195P)	32
33	Supplementary General Conditions	SGC-1
34		
35	DIVISION 01	
36	General Requirements	GR-13
37	Appendix #1	14
38	01 74 19 Construction Waste Management	01 74 19-4
39		
40		
41		
42		
43		
44	DIVISION 02 – EXISTING CONDITIONS	
45	Section Title	
46	02 05 00 Common Work Results for Existing Conditions	02 05 00-4
47	02 41 13 Demolition	02 41 13-5
48	02 82 13 Asbestos Abatement	02 82 13-35
49		
50	DIVISION 02 – CONCRETE	
51	Section Title	
52	03 30 00 Cast-in-place Concrete	03 30 00-10
53		
54	DIVISION 26 – ELECTRICAL	
55	Section Title	
56	26 05 02 Electrical Demolition for Remodeling	26 05 02-3
57		

1	DIVISION 30 – COMMON WORK RESULTS FOR ALL EXTERIOR WORK		
2	Section	Title	
3	30 05 00	Common Work Results for Exterior Work	30 05 00-4
4			
5	DIVISION 31 - EARTHWORK		
6	Section	Title	
7	31 10 00	Site Clearing	31 10 00-2
8	31 13 00	Selective Tree and Shrub Removal and Transplanting	31 13 00-1
9	31 20 00	Earthmoving	31 20 00-4
10	31 25 00	Erosion Control	31 25 00-3
11			
12	DIVISION 32 – EXTERIOR IMPROVEMENTS		
13	Section	Title	
14	32 91 13	Soil Preparation	32 91 13-3
15	32 92 19	Seeding	32 92 19-3
16			
17	DRAWINGS - Bound Separately		
18	Title		Sheets Thru
19			
20	TITLE SHEET		T000
21	ARCHITECTURAL DEMOLITION PLAN		A100
22	EXISTING BUILDING DEMOLITION PLANS - BUILDING 1		A101
23	EXISTING BUILDING DEMOLITION PLANS - BUILDING 2		A102
24	EXISTING BUILDING DEMOLITION PLANS - BUILDING 3		A103
25	EXISTING BUILDING DEMOLITION PLANS - BUILDING 4		A104
26	EXISTING BUILDING DEMOLITION PLANS - BUILDING 4		A105
27	EXISTING BUILDING DEMOLITION PLANS - BUILDING 5		A106
28	EXISTING BUILDING DEMOLITION PLANS - BUILDING 6		A107
29	EXISTING BUILDING DEMOLITION PLANS - BUILDING 7		A108
30	EXISTING BUILDING DEMOLITION PLANS - BUILDING 8		A109
31	ORIGINAL BUILDING DRAWINGS - BUILDING 2 - FOR FEFERENCE ONLY		A200
32	ORIGINAL BUILDING DRAWINGS - BUILDING 2 - FOR FEFERENCE ONLY		A201
33	ORIGINAL BUILDING DRAWINGS - BUILDING 2 - FOR FEFERENCE ONLY		A202
34	ORIGINAL BUILDING DRAWINGS - BUILDING 2 - FOR FEFERENCE ONLY		A203
35	ORIGINAL BUILDING DRAWINGS - BUILDING 2 - FOR FEFERENCE ONLY		A204
36	ORIGINAL BUILDING DRAWINGS - BUILDING 2 - FOR FEFERENCE ONLY		A205
37	ORIGINAL BUILDING DRAWINGS - BUILDING 2 - FOR FEFERENCE ONLY		A206
38	ORIGINAL BUILDING DRAWINGS - BUILDING 2 - FOR FEFERENCE ONLY		A207
39	ORIGINAL BUILDING DRAWINGS - BUILDING 2 - FOR FEFERENCE ONLY		A208
40	ORIGINAL BUILDING DRAWINGS - BUILDING 2 - FOR FEFERENCE ONLY		A209
41	ORIGINAL BUILDING DRAWINGS - BUILDING 2 - FOR FEFERENCE ONLY		A210
42	ORIGINAL BUILDING DRAWINGS - BUILDING 2 - FOR FEFERENCE ONLY		A211
43	ORIGINAL BUILDING DRAWINGS - BUILDING 2 - FOR FEFERENCE ONLY		A212
44	ORIGINAL BUILDING DRAWINGS - BUILDING 2 - FOR FEFERENCE ONLY		A213
45	ORIGINAL BUILDING DRAWINGS - BUILDING 2 - FOR FEFERENCE ONLY		A214
46	ORIGINAL BUILDING DRAWINGS - BUILDING 2 - FOR FEFERENCE ONLY		A215
47	ORIGINAL BUILDING DRAWINGS - BUILDING 4 - FOR FEFERENCE ONLY		A216
48	ORIGINAL BUILDING DRAWINGSS - BUILDING 4 - FOR FEFERENCE ONLY		A217
49	ORIGINAL BUILDING DRAWINGS - BUILDING 4 - FOR FEFERENCE ONLY		A218
50	ORIGINAL BUILDING DRAWINGS - BUILDING 4 - FOR FEFERENCE ONLY		A219
51	ORIGINAL BUILDING DRAWINGS - BUILDING 4 - FOR FEFERENCE ONLY		A220
52	ORIGINAL BUILDING DRAWINGS - BUILDING 4 - FOR FEFERENCE ONLY		A221
53	ORIGINAL BUILDING DRAWINGS - BUILDING 4 - FOR FEFERENCE ONLY		A222
54	ORIGINAL BUILDING DRAWINGS - BUILDING 4 - FOR FEFERENCE ONLY		A223
55	ORIGINAL BUILDING DRAWINGS - BUILDING 4 - FOR FEFERENCE ONLY		A224
56	ORIGINAL BUILDING DRAWINGS - BUILDING 4 - FOR FEFERENCE ONLY		A225
57	ORIGINAL BUILDING DRAWINGS - BUILDING 4 - FOR FEFERENCE ONLY		A226

1	ORIGINAL BUILDING DRAWINGS - BUILDING 4 - FOR FEFERENCE ONLY	A227
2	ORIGINAL BUILDING DRAWINGS - BUILDING 4 - FOR FEFERENCE ONLY	A228
3	ORIGINAL BUILDING DRAWINGS - BUILDING 8 - FOR FEFERENCE ONLY	A229
4	ORIGINAL BUILDING DRAWINGS - BUILDING 8 - FOR FEFERENCE ONLY	A230
5	ORIGINAL BUILDING DRAWINGS - BUILDING 8 - FOR FEFERENCE ONLY	A231
6	ORIGINAL BUILDING DRAWINGS - BUILDING 8 - FOR FEFERENCE ONLY	A232
7	ORIGINAL BUILDING DRAWINGS - BUILDING 8 - FOR FEFERENCE ONLY	A233
8	ORIGINAL BUILDING DRAWINGS - BUILDING 8 - FOR FEFERENCE ONLY	A234
9	ORIGINAL BUILDING DRAWINGS - BUILDING 8 - FOR FEFERENCE ONLY	A235
10	ORIGINAL BUILDING DRAWINGS - BUILDING 8 - FOR FEFERENCE ONLY	A236
11	ORIGINAL BUILDING DRAWINGS - BUILDING 8 - FOR FEFERENCE ONLY	A237
12	ORIGINAL BUILDING DRAWINGS - BUILDING 8 - FOR FEFERENCE ONLY	A238
13	ORIGINAL BUILDING DRAWINGS - BUILDING 8 - FOR FEFERENCE ONLY	A239
14	ELECTRICAL DEMOLITION SITE PLAN	E100
15	EXISTING FEATURES PLAN	C100
16	DEMOLITION AND EROSION CONTROL PLAN	C101
17	RESTORATION PLAN	C102
18	CIVIL DETAILS	C500
19	ASBESTOS ABATEMENT PLAN - BUILDING 1	H101
20	ASBESTOS ABATEMENT PLAN - BUILDING 2	H102
21	ASBESTOS ABATEMENT PLAN - BUILDING 3	H103
22	ASBESTOS ABATEMENT PLAN - BUILDING 4 BASEMENT, FIRST AND SECOND FLOOR	H104
23	ASBESTOS ABATEMENT PLAN - BUILDING 4 THIRD AND FOURTH FLOOR	H105
24	ASBESTOS ABATEMENT PLAN - BUILDING 5	H106
25	ASBESTOS ABATEMENT PLAN - BUILDING 6	H107
26	ASBESTOS ABATEMENT PLAN - BUILDING 7	H108
27	ASBESTOS ABATEMENT PLAN - BUILDING 8	H109
28		
29		
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1 **ASBESTOS ABATEMENT CONTRACTOR (AAC) INVITATION TO BID** (Rev 11/2017)
2 DIVISION OF FACILITIES DEVELOPMENT

3
4 **MILWAUKEE STATE OFFICE BUILDING SITE ABATEMENT AND DEMOLITION**
5 **DEPARTMENT OF ADMINISTRATION**
6 **MILWAUKEE, WISCONSIN**

7
8 Division Project No. **18C2E-01**
9

10 **BID OPENING for AAC Bidders: 2:00 P.M., July 26, 2022**

11
12 OWNER: State of Wisconsin, Department of Administration, Division of Facilities Development,
13 hereinafter termed DFD.

14
15 **NOTICE: Effective January 1, 2014, all potential bidders must be certified by DOA prior to submitting**
16 **bids on state construction projects over \$50,000.** All bids received from contractors who are not certified
17 will be rejected. Contractor certification applications and instructions for completing the form may be
18 obtained from the DOA Website DFD Contractor Certification page:
19 <https://doa.wi.gov/Pages/DoingBusiness/ContractorCertification.aspx> or upon request from DFD--email
20 dfdcertification@wisconsin.gov.

21
22 Sealed bids will be received at the State of Wisconsin Administration Building, 7th Floor, 101 East Wilson
23 Street, Madison, Wisconsin 53703, before the time indicated above. The bidder is responsible for the sealed
24 bid being delivered to the indicated location for receipt stamping before the time specified for the bid opening.
25 Third party delivery is entirely at the bidder's risk.

26
27 In general the work consists of **the demolition of all buildings on the property bounded by W. Wisconsin**
28 **Ave on the North, W. Michigan St. on the South, N 28th St on the West and N. 27th St on the East,**
29 **Milwaukee WI. All asbestos containing material will be abated as a part of the Project. Existing**
30 **utilities serving the buildings will be removed and capped.**

31
32 Bidding documents (drawings, specifications, and addenda) may be obtained only as electronic files (in PDF
33 format): as a downloadable file from the Division's Projects Bidding website (see website address below)
34 and/or on compact discs or DVD by ordering from the Construction Project Bidding Opportunities webpage.
35 Bidding documents may also be seen at various Builders' Exchanges. Additional project bidding information,
36 including plan holders' lists is available on the Division of Facilities Development public website:
37 <https://doa.wi.gov/Pages/AboutDOA/FacilitiesDevelopment.aspx>. After opening the web page, select
38 Current Construction Project Bidding Opportunities at the bottom of the screen.

39
40 **Base Bids will be received as follows: A single lump sum bid for All Work.**

41
42 Bidders shall identify the division of work being bid when requesting Bidding Documents online.

43
44 No deposit is required to obtain documents for bidding purposes.

45
46 Bid Guarantee in the amount of 10% of the Bid must accompany each bid submitted.

47
48 Contract offer and construction phase records will be processed electronically on the WisBuild™ DFD
49 Information System.

50
51 **The 2017-2019 Wisconsin State Budget (2017 Wisconsin Act 59) repealed Wisconsin's prevailing**
52 **wage laws. Effective September 23, 2017, state prevailing wage requirements on state building**
53 **projects no longer apply. These changes take effect for projects advertised for bid after September**
54 **23, 2017. This change does not affect the Federal Davis Bacon Act requirements.**

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A single non-mandatory Pre-Bid conference will be held on June 30, 2022 at 10:00 am at the site, 2701 W. Wisconsin Avenue, Milwaukee WI 53208. The conference and walk-through is scheduled for the purpose of acquainting prospective bidders with the site conditions of the project. All bidders are encouraged to attend this Pre-Bid conference and no separate tours will be conducted. Representatives from the A/E's office will be available to take questions for answer in addendum. Prospective bidders are asked to familiarize themselves with the project documents and requirements prior to the walkthrough. Contact person Bob Barr, (414) 220-9640.

The site is visible from public streets and sidewalks on all sides. The Interior of buildings #2 and #4 have been videotaped; the videos are available for viewing on-line via the following links:

- Building # 2, Level B: <https://youtu.be/nPGuqmrOPk>
- Building # 2, Level 1: https://youtu.be/r6VHw_rbibk
- Building # 2, Level 2: <https://youtu.be/BUTMs3DPHI4>
- Building # 2, Level P: <https://youtu.be/dPhV8bNPjdE>
- Building # 4, Level B: <https://youtu.be/Jd398JvAwwE>
- Building # 4, Level 1: <https://youtu.be/cTxQCdAWP08>
- Building # 4, Level 2: <https://youtu.be/sA4nxUZYrpI>
- Building # 4, Level 3: <https://youtu.be/2hxqJzPYZM0>
- Building # 4, Level 4: <https://youtu.be/TaYV2oAb8RI>

The interiors of buildings #1, #3, #5, #6, #7, and #8 have not been videotaped. Bidders shall expect that these 6 buildings have similar variety and quantities of miscellaneous abandoned items, materials and equipment throughout all floors as is generally visible in the videos of buildings #2 and #4.

Bidding Documents will be available online immediately upon the project being advertised for bid.

1 **AAC INSTRUCTIONS TO BIDDERS** (Rev 11/2017)

2
3
4
5 Division Project No. **18C2E-01**

6
7 **INDEX**

- 8
9 1. Definitions
10 2. General
11 3. Drawings and Specifications
12 4. Interpretation
13 5. Mandatory Pre-bid DOA Certification
14 6. Bid Guarantee
15 7. Withdrawal of Bids
16 8. Contract Form
17 9. Contract Interests by State Public Official
18 10. Minority Business Enterprise and Disabled Veteran-Owned Business Involvement
19 11. Substance Abuse Prevention
20 12. Method of Award - Reservations
21 13. Security for Separate 100% Performance and Separate 100% Payment
22 14. Taxes
23 15. Submission of Base Bids
24 16. Subcontractor Listing
25 17. Base Bid
26 18. Informational Bids
27 19. Unit Prices
28 20. Stated Allowances
29 21. Commencement and Completion
30 22. WisBuild™ DFD Information System
31 23. Work by the State
32

33 **1. DEFINITIONS**

- 34 A. "Qualified bidder" means a contractor that the department certifies under Wis. Stat. s.
35 16.855(9m)(b)1.
36
37 B. "Qualified responsible bidder" means a contractor who is a qualified bidder and who is a
38 responsible bidder.
39
40 C. "Responsible bidder" means a contractor that the department certifies under Wis. Stat. s.
41 16.855(9m)(b)2.
42
43 D. "Contractor" or "Asbestos Abatement Contractor" means any individual, firm, corporation, or other
44 non-governmental organization performing all Asbestos Abatement Work required by the Contract
45 Documents. Where the word "Contractor" is capitalized throughout this document, refer to this
46 definition. Where the word "contractor" is not capitalized, it refers to any contractor working on
47 the project, including the General Prime Contractor, MEP Subcontractors, and Non-MEP
48 Subcontractors.
49
50 E. "General Prime Contractor" means any individual, firm, corporation, or other non-governmental
51 organization that enters into the General Prime Contract for the Project with the state to perform all
52 work as required by the Contract Documents.
53

- 1 F. "Subcontractor" means any individual, firm, corporation, or other non-governmental organization
2 that has a Contract with the Asbestos Abatement Contractor or with a Subcontractor to the Asbestos
3 Abatement Contractor to perform Work or provide services required by the Contract Documents.
4 Where the word "Subcontractor" is capitalized throughout this document, refer to this
5 definition. Where the word "subcontractor" is not capitalized, it refers to any subcontractor working
6 on the project.
7
8 G. "MEP Subcontractor" means any individual, firm, corporation, or other non-governmental
9 organization that performs mechanical (Heating, Ventilating, and Air Conditioning), electrical,
10 plumbing, or fire protection (fire suppression) work for the Project, and enters into a contract with
11 the General Prime Contractor to perform their division of work.
12
13 H. "NON-MEP Subcontractor" means any individual, firm, corporation, or other non-governmental
14 organization that is a subcontractor to a General Prime Contractor in divisions of work other than
15 mechanical, electrical, plumbing, and fire protection. This includes suppliers and installers to the
16 General Prime Contractor.
17

18 **2. GENERAL**

19 Time for bid opening shall be the prevailing central standard or daylight saving time in force at Madison,
20 Wisconsin, on the date set forth in the Invitation to Bid.

21
22 All potential bidders must be certified by DOA **prior** to submitting bids on state construction projects over
23 \$50,000. All bids received from contractors who are not certified will be rejected. Contractor certification
24 applications and instructions for completing the form may be obtained from the DOA Website DFD
25 Contractor Certification page: <https://doa.wi.gov/Pages/DoingBusiness/ContractorCertification.aspx> or
26 upon request from DFD--email dfdcertification@wisconsin.gov.
27

28 Before submitting a bid, the Bidder shall examine all of the Bidding Contract Documents listed in the Table
29 of Contents of these specifications. The successful Bidder will be required to do all work which is shown on
30 the drawings, mentioned in the specifications or reasonably implied as necessary to complete the contract for
31 this project.
32

33 The Bidder shall visit and examine the site to become acquainted with the adjacent areas, means of approach
34 to the site, conditions of actual job site, and facilities for delivering, storing, placing, and handling of materials
35 and equipment.
36

37 Failure to visit the site or failure to examine any and all Bidding and Contract Documents will in no way
38 relieve the successful Bidder from necessity of furnishing any materials or equipment, or performing any
39 work, that may be required to complete the work in accordance with the Bidding and Contract Documents.
40 Neglect of above requirements will not be accepted as reason for delay in the work or additional
41 compensation.
42

43 All bidders shall have established and diligently maintained a satisfactory safety program, and if eligible for
44 Experience Modification Rating (EMR), must have a rating of 1.20 or less as established by the Wisconsin
45 Compensation Rating Bureau (WCRB) or the National Council on Compensation Insurance (NCCI).
46

47 Please note, depending on project scope, DFD may let additional contracts for other non-asbestos related
48 project work such as a general prime contract.
49
50
51

52 **3. DRAWINGS AND SPECIFICATIONS**

53 The drawings and specifications that form a part of this contract, as stated in Article 3 of the General
54 Conditions, are listed in the Table of Contents of these specifications.

1
2 Complete sets of Contract Documents for all trades will be issued to all Bidders, irrespective of the category
3 of work to be bid on, in order that all Bidders may be familiar with the work of other trades as they affect
4 their bid.

5
6 **4. INTERPRETATION**

7 No verbal explanation or instructions will be given in regard to the meaning of the drawings or specifications
8 during the bid period. Bidders shall bring inadequacies, omissions or conflicts to the Architect/Engineer's
9 attention at least ten (10) days before the date set for bid opening. Prompt clarification will be supplied to
10 all bidders of record by addendum.

11
12 Failure to so request clarification or interpretation of the drawings and specifications will not relieve the
13 successful Bidder of responsibility. Signing of the contract will be considered as implicitly denoting that the
14 Contractor has thorough understanding of the scope of work and comprehension of the contract documents.

15
16 Neither the Architect/Engineer nor DFD will be responsible for verbal instructions.

17
18 **5. MANDATORY PRE-BID DOA CERTIFICATION**

19 All potential bidders must become certified as qualified and responsible bidders **before** they can bid on
20 state projects over \$50,000. The criteria for determining certification of qualified and responsible bidders
21 are itemized in Wis. Stat. s. 16.855(9m). If DFD determines that more experience is necessary for a
22 particular project, DFD may include additional requirements.

23
24 **6. BID GUARANTEE**

25 A bid bond prepared on the Bid Bond Form bound herein, payable to the State in the amount not less than
26 10% of the maximum bid shall accompany each bid as a guarantee. A bank certified check or a cashier's
27 check may accompany each bid as a guarantee pursuant to Wis. Stat. s. 779.14(1m)(c)2.b. and 779.14(1s).
28 Failure to enter into the contract with the state (including failure to obtain certificate of insurance and separate
29 100% performance and 100% payment bonds) may result in forfeiture of the Bid Bond. The company issuing
30 the Bonds must be licensed to do business in Wisconsin.

31
32 Any bid which is not accompanied by a bid guarantee will not be accepted and will not be read at the bid
33 opening.

34
35 All checks tendered as bid guarantee, except those of the three lowest bidders, will be returned to their makers
36 within three (3) days after bid opening. All such retained checks will be returned immediately upon execution
37 of the contract.

38
39 **7. WITHDRAWAL OF BIDS**

40 Prior to the time fixed for bid opening, bids may be withdrawn by written request from the Bidder, without
41 prejudice to the right of the Bidder to file a new bid. Withdrawn bids will be returned unopened.

42
43 After the bid has been opened, negligence on the part of the Bidder in preparing their bid confers **no** right for
44 withdrawal of the bid without penalty.

45
46 If a bid contains an error, omission, or mistake, the bidder may limit liability to the amount of their bid
47 guarantee by giving DFD written Notice, within seventy-two (72) hours of the bid opening, of their intent
48 not to execute the contract with the state. If no such notice is given, DFD reserves the right to obtain the
49 amount of the difference in bid price between the low bidder and the next low bidder.

50
51 **8. CONTRACT FORM**

52 These specifications include a copy of the contract the successful Bidder is required to enter into with the
53 state. Bidders shall read and understand the conditions contained in this contract. The successful Bidder
54 will be offered a contract through WisBuild to the contact provided by the bidder on the Bid Form.

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9. CONTRACT INTERESTS BY STATE PUBLIC OFFICIALS

In accordance with section 19.45(6) of the Wisconsin Statutes, no state public official, member of a state public official's immediate family, nor any organization with which the state public official or a member of the official's immediate family owns or controls at least 10% of the outstanding equity, voting rights, or outstanding indebtedness may enter into any contract or lease involving a payment or payments of more than \$3,000 within a twelve (12) month period, in whole or in part derived from state funds unless the state public official has first made written disclosure of the nature and extent of such relationship or interest to the board and to the department acting for the state in regard to such contract or lease. Any contract or lease entered into in violation of this subsection may be voided by the state in an action commenced within three (3) years of the date on which the ethics board, or the department or officer acting for the state in regard to the allocation of state funds from which such payment is derived, knew or should have known that a violation of this subsection had occurred. This subsection does not affect the application of s.946.13.

10. MINORITY BUSINESS ENTERPRISE AND DISABLED VETERAN-OWNED BUSINESS INVOLVEMENT

“Minority Business Enterprise” (MBE) means: a business certified by the Wisconsin Supplier Diversity Program under Wis. Stat. s. 16.287(2).

“Disabled Veteran–Owned Business” (DVB) means: a business certified by the Wisconsin Supplier Diversity Program under Wis. Stat. s. 16.283(3).

In awarding construction contracts, the Department of Administration shall attempt to ensure that 5 percent of the total amount expended in each fiscal year is awarded to contractors which are minority businesses, as defined under Wis. Stat. s. 16.75(3m)(a). The Bidder shall make every effort to award a minimum of 15% of the work to minority business enterprises (MBE) involvement for all projects within a 60 mile radius of Milwaukee and 5% for projects located elsewhere.

In awarding construction contracts, the Department of Administration shall attempt to ensure that at least 1 percent of the total amount expended each fiscal year is awarded to contractors that are disabled veteran-owned businesses.

In order to assist the department in these endeavors we strongly encourage General Prime Contractors to use MBEs and DVBs.

“Form A Affidavit of Compliance” – Minority Business Enterprise and Disabled Veteran-Owned Business Provision may be submitted with the bid or must be submitted by the apparent low bidder before the end of the seventh calendar day after the bid opening, indicating the percentage of participation that will be committed. Submission of a completed Affidavit of Compliance is an element of responsiveness. Failure to submit this completed form within the time limits may be considered unresponsiveness which may result in DFD awarding the Contract to the next apparent low bidder.

The Contractor will be required to submit a report to DFD, on a monthly basis, which identifies the Minority Business Enterprises and Disabled Veteran-Owned Business to whom work was directly subcontracted and the value of said work. Subcontractors, material suppliers, etc. under contract to a subcontractor of a Contractor may not be used for reporting purposes under this paragraph without prior approval of the Wisconsin Supplier Diversity Program office. A MBE/DVB monthly report form will be sent to the Contractor after the Notice to Proceed is issued.

For assistance in identifying DOA certified MBE and DVB companies, please contact the Department of Administration Supplier Diversity Program at: WiSDPWebApplication@wisconsin.gov, or by telephone at: (608)267-9550, or visit their website at: <https://doa.wi.gov/Pages/DoingBusiness/SupplierDiversity.aspx>.

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11. SUBSTANCE ABUSE PREVENTION

Mission/Purpose: The State of Wisconsin recognizes and supports drug-free workplace programs as an important element in the national strategy to reduce the devastating effects of drug and alcohol abuse in our society. The State requires contractors, subcontractors, suppliers and vendors to establish and enforce drug-free workplace policies and programs that conform to Sec 103.503 of the Wisconsin Statutes.

Statement: The possession, use of, distribution or purchase of illegal drugs, or use of alcohol at work by any employee on State of Wisconsin construction job sites, is strictly prohibited.

The terms of this Substance Abuse Program Statement shall cover all construction personnel who are working on State of Wisconsin job sites. This includes employees of all Contractors, subcontractors, contractor suppliers, and their employees working at the job site.

Contractor's Written Program: Each contractor shall have in place a written Substance Abuse Program conforming to Sec 103.503(3) of the Wisconsin Statutes.

In addition, representatives of the State who believe that any Contractor's employee may be under the influence of alcohol or drugs shall, where deemed appropriate, contact the Contractors appropriate management/supervision authority and request that appropriate action be taken. The Contractor's employer shall immediately remove an employee who is suspected of being under the influence of illegal drugs or alcohol shall be immediately removed from the job site.

Procedures for testing and handling of positive drug tests shall be in compliance and consistent with State and Federal laws.

Costs of Substance Abuse Programs and Testing: The cost associated with the development, implementation and enforcement of Substance Abuse Programs and any testing required shall be the responsibility of each individual Contractor for the respective employees working on the job site. The State will not be responsible for any cost of substance abuse testing, rehabilitation or medical reviews related to substance abuse.

The Contractor shall indemnify and hold the State harmless from any damages or other costs incurred that are related to the implementation or enforcement of any substance abuse policy or program.

12. METHOD OF AWARD – RESERVATIONS

The contract will be awarded based on the following, as long as the cost does not exceed the amount of project funds available:

The lowest dollar amount is submitted by a qualified, responsible, certified bidder on a SINGLE BASE BID for all work defined in the bidding documents.

Firms wishing to be considered for the 5% bidding preference must be certified as a minority business enterprise or disabled veteran-owned business by the Wisconsin Supplier Diversity Program and so indicate in the space provided on the Bid Form that preference is requested.

DFD reserves the right to reject all bids or any bid, or to waive any informality in any bid, or to accept any bid which will best serve the interests of the State.

13. SECURITY FOR SEPARATE 100% PERFORMANCE AND SEPARATE 100% PAYMENT

Bidder is required to furnish separate 100 % performance and 100 % payment bonds to the benefit of the Department of Administration as the sole obligee. These bonds shall be delivered to the State with the signed contract. The Surety Company shall be licensed to do business in Wisconsin. The Bond must be dated the same date or subsequent to the date of the Contract.

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A certified copy of power of attorney shall be provided by the Surety Company showing that the agent who signs the Bond has the power of attorney to sign for the Surety Company. This power of attorney must be signed by the Secretary or Assistant Secretary of the company and not by an attorney-in-fact. The power of attorney must bear the same or later date as the bond.

If the Bidder is a partnership or a joint venture, a certified list providing the names of individuals constituting the partnership or joint venture must be furnished. The Contract itself may be signed by one partner of the partnership, or one partner of each firm comprising the joint venture, but the separate Performance and Payment Bonds must be signed by all of the partners.

If the Bidder is a corporation, a current certified copy of the resolution or other official act of the directors of the corporation must be submitted showing that the person who signs the contract is authorized to sign contracts for the corporation. The corporate seal must be affixed to the resolution, contract, and separate performance and payment bonds. If the Bidder's corporation has no seal, the above documents must include a statement or notation to the effect that the corporation has no seal.

14. TAXES

The Bidder shall include in the bid, all Sales, Consumer, Use and other similar taxes required by law.

In accordance with section 71.80(16)(a), Wis. Stats., SURETY BOND; NONRESIDENT CONTRACTOR. "All nonresident persons, whether incorporated or not, engaging in construction contracting in this state as contractor or subcontractor and not otherwise regularly engaged in business in this state, shall file a surety bond with the department (Wisconsin Department of Revenue MS 5-77 Attn: Non-Resident Surety Bonds, 2135 Rimrock Rd., Madison, WI 53713, telephone (608)266-2776) payable to the department of revenue, to guarantee the payment of income taxes, required unemployment compensation contributions, sales and use taxes and income taxes withheld from wages of employees, together with any penalties and interest thereon. The amount of the bond shall be 3% of the contract or subcontract price on all contracts of \$50,000 or more..."

15. SUBMISSION OF BASE BIDS

All bids shall be submitted on the standard Bid Forms and only bids that are made on this Bid Forms will be considered. The entire Bid Form including Addendum Receipt/Signature page, (Bid Bond Form, if used), and other supporting documents, if any, shall be filled out, and submitted in the manner specified hereinafter. SPECIFICATIONS SHALL NOT ACCOMPANY BID.

Contractor's Asbestos/Lead Abatement Certification (Form #DOA-4509) shall be submitted with bid. Bids submitted without completed form DOA-4509 will be rejected.

No bids for any subdivision or any sub-classification of this work, except as indicated, will be accepted. Any conditional bid, amendment to the Bid Form or appendant thereto, or the inclusion of any correspondence, written or printed matter, unsolicited material or data, or details of any nature other than that specifically called for, will disqualify the Bid. Telecommunication alterations to the bid will not be accepted.

Bidders shall submit a Single Base Bid for all the work.

Space/spaces are provided for Asbestos Abatement Work on the Bid Form. Appropriate insertions are as follows: numerals indicating the cost of the work, \$0 if there is no cost for the work or the words 'No Bid' if the bidder is not intending to bid the work. Blank space/spaces will be considered the same as 'No Bid'.

Any addendum issued during the time of bidding shall become a part of the Contract Documents. Bidders shall acknowledge receipt of such addendum in the appropriate space provided on the Bid Form. Bid will be rejected if receipt of an addendum applicable to the award of contract has not been acknowledged on the Bid Form.

1 All Bidders are encouraged to submit their bids using the **SEALED BID** envelope label that is provided
2 within the specifications. DFD is not responsible for bids not clearly labeled as required. Bids shall be
3 signed, sealed and delivered at the place and before the time of closing designated in the Invitation to Bid,
4 and identified with the Project Name, Project Number, Project Location, Category of Work being bid upon,
5 Bid Date, and Name and Address of Bidder. **Delivery to a post office box does not constitute receipt of a**
6 **bid.**
7

8 Bidder shall be responsible for the sealed bid being delivered to the place designated for bid opening before
9 the time specified. Bids received after time of closing will be rejected and returned to Bidder unopened.
10

11 Bid will be considered invalid and will be rejected if it has not been signed by the Bidder.
12

13 Bids will be rejected if the bidder is not certified by DOA in the division(s) of work they bid on and/or if
14 their bid amount exceeds their certification threshold in that division of work.
15

16 Bids will also be rejected if bidder does not submit the Asbestos/Lead Abatement Certification Form (DOA
17 4509) with the bid.
18

19 **16. SUBCONTRACTOR LISTING**

20 Bidders shall submit a completed Request for Subcontractor Approval (Form DOA-4225) with their bid or
21 within seven days of the bid opening. The Request for Subcontractor Form shall also include, to the extent
22 practicable, a list of their suppliers furnishing materials for the project. Submission of a completed Request
23 for Subcontractor Approval form is an element of responsiveness. Failure to submit this completed form
24 within the above time limits will be considered unresponsiveness and may result in contract award to the next
25 apparent low bidder. Refer to Article 11 of the General Conditions for further information.
26

27 **17. BASE BID**

28 Base Bid shall be received as follows:
29

30 **SINGLE BASE BID FOR ALL THE WORK.**
31

32 Base Bid No. 6 Asbestos Abatement Work as per specification Division 2 and applicable provisions of
33 Division 1 and related drawings.
34

35 **18. INFORMATIONAL BIDS**

36 **None.**
37

38 **19. UNIT PRICES**

39 Unit prices requested on the Bid Form shall be given and, if included in the Contract, will be used for
40 additions to or deductions from amount of work required under the Contract. Unit prices shall include all
41 costs of materials, labor, insurance, taxes, overhead and profit.
42

43 DFD reserves the right to reject any unit prices as given in the bid if they are considered excessive or
44 unreasonable, or to accept any or all of the unit prices that may be considered fair and reasonable. If any unit
45 price is rejected for reasons stated herein, the work governed by such unit price, if required, shall be treated
46 as specified in General Conditions, Article entitled "Changes in the Work".
47

48 The Bidder shall refer to the Bid Form and the applicable technical section to determine the basis of unit
49 measure and the detailed information related to each unit price item requested.
50

51 **20. STATED ALLOWANCES**

52 The Bidder shall include the following cash allowances in the bid:
53
54

1 **None.**

2

3 **21. COMMENCEMENT AND COMPLETION**

4 The successful Asbestos Abatement Contractor Bidder must agree to commence the work on or before a date
5 to be specified in a written "Notice to Proceed" issued by the state and to fully complete all work within **120**
6 consecutive calendar days thereafter. Completion time will be converted to a specific date at the time the
7 "Notice to Proceed" is issued. Refer also to General Conditions, Article entitled "Time for Completion of
8 the Project".

9

10 **The Asbestos Abatement Contractor must base their Bid on the schedule that the MEP Subcontractors**
11 **and General Prime Contractors bid on (as included in the bidding documents).** These milestones will
12 be incorporated into the master project schedule after the Notice to Proceed is issued. The schedule must
13 include, but is not limited to, the following milestones as they apply to the project:

14

15

16

Start Date (Month/Year)	End Date (Month/Year)	Schedule Milestones
October 2022	February 2023	Mobilization
October 2022	January 2022	Abatement, Demolition, and Material Disposal
January 2022	February 2023	Sitework and Restoration
February 2023	February 2023	Substantial Completion

17

18

19 **23. WisBuild™ DFD INFORMATION SYSTEM**

20 Contract offer and construction phase records including Questions, Requests for Information, Construction
21 Bulletins, Proposals, Change Orders, Schedule of Values and Requests for Payment will be processed
22 electronically on the WisBuild™ DFD Information System. Other construction phase records and
23 applications will be implemented, as they become available.

24

25 Successful Bidders shall have available for use within 72 hours of the bid date and maintain over the course
26 of the construction phase, from date of Notice-to-Proceed through receipt of Final Payment, an Internet
27 connection to access and utilize the WisBuild™ DFD Information System.

28

29 **24. WORK BY THE STATE**

30 The following work will be accomplished by DFD:

31

32 **None.**

33

34

35

1 **BID FORM –ASBESTOS ABATEMENT CONTRACTOR (AAC)** (Rev 11/2017)
2 DIVISION OF FACILITIES DEVELOPMENT
3 s.16.855Wis. Stats.

4 **MILWAUKEE STATE OFFICE BUILDING SITE ABATEMENT AND DEMOLITION**
5 **DEPARTMENT OF ADMINISTRATION**
6 **MILWAUKEE, WISCONSIN**

7
8
9 Division Project No. **18C2E-01**

10
11 **Asbestos Abatement Contractor (AAC) Bid Opening: 2:00 P.M., July 26, 2022**

12
13 To: State of Wisconsin, Department of Administration, Division of Facilities Development

14
15 (a joint venture)
16 (a corporation)
17 (a partnership)
18 We _____ (an individual)
19 _____ (Cross out inapplicable)

20
21 Of _____
22 Street City County State Zip

23
24 hereby agree to execute a contract with the Division of Facilities Development (DFD), and to furnish
25 satisfactory separate 100% Performance Bond and 100% Payment Bonds in the amount specified within ten
26 (10) days of offering, and to provide all labor and material required for the construction of the project
27 designated above, for the prices hereinafter set forth, in strict accordance with the Contract Documents
28 prepared by **Continuum Architects + Planners, S.C.** for DFD and dated **June 8, 2022**

29
30 WisBuild™ Data Information System Contact Instructions:
31 (For use by DFD to offer contract and activate WisBuild™ accounts to the successful
32 bidders)

33
34 Contact name: _____

35
36 Telephone Number: _____

37
38 Email address: _____

39
40 FAX Number: _____

41
42 **IMPORTANT: BEFORE SUBMITTING YOUR BID, PLEASE VERIFY THAT:**

- 43 1. You have been **certified by DOA as a qualified and responsible bidder** for the amount of your bid
44 within the division(s) of work being bid.
45 2. You have **entered all Bid amounts in numeric characters** (Example: \$9,999);
46 3. You have **acknowledged receipt of all addenda**;
47 4. You have **signed the Bid Form**
48 5. You have **included a valid Bid Guarantee** for not less than 10% of the value of the bid as either:
49 a) a Bid Bond signed by the contractor and surety and with a Power of Attorney attached, **or**
50 b) a Cashier's Check or Bank Check pursuant to Wis stats. s. 779.14(1m)(c)2.b. and 779.14(1s).
51 A Company or Personal Check will not be accepted.
52 6. You have **included** Asbestos/Lead Abatement Certification (Form #DOA-4509)

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SINGLE BASE BID- ASBESTOS ABATEMENT CONTRACTOR

ALL WORK

BASE BID NO 6. ALL WORK required to fully complete the project in accordance with the Contract Documents,

for the sum of (\$ _____)

Enter bid amount in numeric characters only (Example: \$9,999). See Instructions to Bidders 'Article 15 Submission of Base Bids' for detailed instructions.

1 COMMENCEMENT AND COMPLETION OF CONTRACT WORK
2 The undersigned agrees, if awarded the contract, to commence the Contract work on or before a date to be
3 specified in a written Notice to Proceed, and to complete the work within the time stated in the Instructions
4 to Bidders.

5
6 ADDENDUM RECEIPT

7 We acknowledge receipt of the following Addenda:

8
9 Addendum No. _____ Date _____

10
11 Addendum No. _____ Date _____

12
13 Addendum No. _____ Date _____

14
15 Addendum No. _____ Date _____

16
17 PRIOR TO SIGNING BIDDERS' ATTENTION IS DIRECTED TO INSTRUCTIONS TO BIDDERS TO
18 AVOID THE POSSIBILITY OF INVALIDATING THIS BID.

19
20 BY SIGNING THIS BID FORM, SUCH ACTION CERTIFIES THAT THE BIDDER HAS PERSONAL
21 KNOWLEDGE OF THE FOLLOWING:

- 22
- | |
|---|
| <p>1. Bidder is <u>certified</u> by DOA as a qualified and responsible bidder for the amount of the bid submitted, within the division(s) of work being bid.</p> <p>2. Bidder has examined the drawings and specifications, carefully prepared the bid form, and has checked the same in detail before submitting said bid; and bidder, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, bid rigging, bid rotation, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.</p> <p>2. That all of said work will be performed at the Bidder's own proper cost and expense, that the Bidder will furnish all necessary materials, labor, tools, machinery, apparatus, and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract.</p> |
|---|

23
24
25
26 _____
27 (Firm Name)

28
29 _____
30 (Bidder's Printed Name)

31 (Seal, if bid is by a corporation) By _____
32 (Signature of Bidder)

33 Date: _____

34
35 [] Place an "X" in the box if Bidder has been certified as a minority business enterprise or disabled
36 veteran-owned business by the Wisconsin Supplier Diversity Program and wishes to be
37 considered for the 5% bidder preference.

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From:

IMPORTANT: BEFORE SUBMITTING YOUR BID, PLEASE VERIFY THAT:

1. You have been certified by DOA as a qualified and responsible bidder for the amount of your bid within the division(s) of work being bid.
2. You have entered all Bid amounts Bids, in numeric characters (Example: \$9,999);
3. You have acknowledged receipt of all addenda;
4. You have signed the Bid Form
5. You have included a valid Bid Guarantee for not less than 10% of the value of the bid as either:
 - a) a Bid Bond signed by the contractor and surety and with a Power of Attorney attached, **or**
 - b) a Cashier's Check or Bank Check pursuant to Wis. Stat. s. 779.14(1m)(c)2.b. and 779.14(1s). A Company or Personal Check will not be accepted.
6. You have included Asbestos/Lead Abatement Certification (Form #DOA-4509)

SEALED BID

Project Name	_____
Project No.	_____
Location	_____
Bid Category	_____
Bid Date	_____

To: **Department of Administration
Division of Facilities Development
101 E. Wilson Street, 7th Floor
Madison, WI 53703**

(Complete and securely tape to exterior of sealed envelope)

Left Blank



BID BOND

KNOW ALL PEOPLE BY THESE PRESENTS, that _____
(a corporation of the State of _____) (individual), (partnership) (hereinafter referred to as
the "Principal"), and _____, a corporation of the State of _____
Name of Surety

(hereinafter referred to as the "Surety"), are held and firmly bound unto the State of Wisconsin, for Department of Administration, Division of Facilities Development (hereinafter referred to as "DFD"), in the penal sum of ten percent (10%) of the amount of the total bid or bids of the Principal herein accepted by DFD, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas the Principal has submitted, or is about to submit, to the State of Wisconsin a certain bid, including the related combined bids attached hereto and hereby made a part hereof, to enter into a Contract in writing for _____

for the _____ Type of Work
Project

- (1) If said bid is rejected by DFD, then this obligation shall be void.
- (2) If said bid is accepted by DFD and the Principal shall execute and deliver a Contract in the form specified by DFD (properly completed in accordance with said bid) and shall furnish a bond for the Principal's faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.
- (3) If said bid is accepted by DFD and the Principal shall fail to execute and deliver the Contract and the performance and payment bond noted in (2) above, all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to forfeit to DFD the penal sum mentioned above, it being understood that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal sum of this obligation as stated. Notice will be given by DFD to the Principal and Surety of intent to request payment of all or any part of the penal sum, a minimum of 7 calendar days before making demand of payment. Payment of the penal sum by the Surety and its bond shall be received by DFD within 72 hours following demand by DFD.

The Surety, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which DFD may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year set forth below.

SEAL: _____
Principal Date

By: _____

SEAL: _____
Name of Surety Date

By: _____

NOTE TO SURETY AND PRINCIPAL: The bid submitted, which this bond guarantees, may be rejected if the following instrument is not attached to this bond: Power of Attorney showing that the agent of Surety is currently authorized to execute bonds on behalf of the Surety, and in the amounts referenced above.

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DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Bid/Proposal # _____ includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released

Section	Page #	Topic
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The state considers other markings of confidential in the bid/proposal document to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Name - Authorized Representative

Signature - Authorized Representative

Company Name

Date

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Form A — Affidavit of Compliance Minority Business Enterprise (MBE) / Disabled Veteran-Owned Business (DVB) Provisions

Project Title _____

Project Location _____ Project No. _____

The State of Wisconsin has an active Diversity Business Initiative. The purpose of this initiative, in the interest of fairness and equity, is to encourage increased voluntary expenditure of State construction dollars by prime contractors under subcontracts with MBE / DVB firms. **Please refer to the checklist on page 2 of this form which is provided to assist you in this effort.**

To that end, the bidder's commitment for MBE participation on this project is _____% and DVB participation is _____%.

The State of Wisconsin, Department of Administration, Division of Facilities Development reserves the right to reject and disqualify any bidder who does not include this completed form and who fails to comply with the State's bid requirements as outlined in the bid specifications.

I, the apparent low bidder, acknowledge, understand and agree to comply with my commitment for MBE/DVB participation on this contract including submission of all information required.

I attest that, to the best of my knowledge, all of the above information is true and correct.

Dated (mm/dd/ccyy) _____

Authorized Signature

Printed Name

Title

Company Name

Telephone Number

State of _____

County of _____

On this _____ day of _____, 20____, I confirm that _____
Bidder's Name

came before me and signed the document for the purposes stated.

I witness, and set my hand and official stamp or seal.

Notary Public

County, State of _____

My Commission expires _____, 20____

“Good Faith Effort” To Obtain Minority Business Enterprise / Disabled Veteran-Owned Business Participation

All “Yes” boxes must be checked to ensure that a “Good Faith Effort” has been made to obtain MBE participation.

- Have you checked the State of Wis. Minority Business/Disabled Veteran-Owned Business directories?
<https://wisdp.wi.gov> Yes No

- Have you made an early (prior to bidding) contact with the Supplier Diversity Program office to solicit their assistance in getting MBE/DVB participation on the project? Tel. (608) 267-9550; Fax (608) 267-0600; email WiSDPWebApplication@wi.gov Yes No

- Have you provided MBE/DVB firms adequate project information about plans, specifications and requirements pertaining to their work? Yes No

- Have you communicated with any MBE/DVB that performs the type of services needed for the project and was there any follow-up? Yes No

- Was MBE/DVB participation advertised (newspaper, radio, etc.) for this project? (You may be asked to submit evidence.) Yes No

- Did you contact any MBE/DVB trade associations to assist in locating MBE/DVBs or have you made contact with any MBEs/DVBs that may not yet be certified by the State? (You may be asked to verify.) Yes No

- Have you determined if there are other possible opportunities for MBE/DVB participation such as suppliers, haulers, etc. or using a group of MBEs/DVBs jointly? Yes No

- Have you considered creating a plan of action with the assistance of the Supplier Diversity Program office to ensure that future contracts can have MBE/DVB participation and meet the construction requirements and goals of the State? (These plans may include mentoring, technical support and other innovative opportunities.) Yes No

- Did you negotiate in good faith? (You may be asked to verify.) Yes No



REQUEST FOR SUBMITTAL APPROVAL

Project Name _____ DFD Project No. _____
Contractor Name _____ Contractor Phone No. _____
Subcontractor/Supplier Name _____ Specification Section No. _____

- a. This Submittal is made under the provisions of the General Conditions of the Contract Documents. The Contractor makes an express warranty to DFD, by express affirmation, that if installed into or made a part of this project, the work which forms the basis of this Submittal will conform to the design requirements of the Contract Documents.
- b. It is the purpose of this Submittal to describe the goods proposed for use by the Contractor and to demonstrate conformance of that description to the Contract Documents.
- c. At the time of this submission, the Contractor acknowledges awareness that the purpose of this Submittal is to obtain DFD's authorization to use this Work for purposes of Contract Document compliance by the Contractor, and further, that DFD, in doing so, relies upon the skill, judgment and integrity of the Contractor to insure that this submitted Work complies with requirements of the Contract Documents. Contractor hereby acknowledges that it has, through the use of its own resources, found and selected the Work submitted herewith and that the Work submitted is usable for the purpose of being fit and suitable in the final construction under this Contract Documents.
- d. Notwithstanding any provision of this Contract Documents to the contrary, the Contractor hereby notifies DFD that the following features of the Submittal MAY NOT BE IN CONFORMANCE with Contract Document requirements, but nevertheless asks approval thereof. (Contractor shall include brief, specific description of each potential nonconformity. If NONE, Contractor shall so state.)

- 1.
- 2.
- 3.
- 4.

Check if additional page(s) of potential nonconformity are attached.

Signed _____ Date _____
Contractor's Authorized Representative

Note: Contractors are required to copy and use this form as a cover sheet accompanying all submittals, as described in the General Conditions of the Contract Documents. All pages of submittals are to be consecutively numbered, with a front index page listing the total sequence of pages included.

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Request for Subcontractor Approval

Contractor Name	Project Title
Street Address PO Box	Location
City State ZIP + 4	Project Number
Contact Person Phone Number	DFD Project Manager
Prime Contractor Business Certification <input type="checkbox"/> MBE* <input type="checkbox"/> DVB*	Contract Amount \$

The use of any subcontractors for this project must have prior approval by DFD.

Revised Form _____

No Subcontractors will be used on this project

Subcontractor Name / Phone Contact Person / Email	City, State	Type of Work/Service	Estimated Contract Amount	MBE*	DVB*
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>

* MBE Minority Business Enterprise / DVB Disabled Veteran-Owned Business

Additional Pages Attached

Prepared By:

Signature Date (mm/dd/ccyy)

Printed Name

Title

For DFD Use Only

Screened By Date (mm/dd/ccyy)

- Subcontractors Approved
 Subcontractors Approved Except as Noted

Project Manager Date (mm/dd/ccyy)

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Asbestos/Lead Abatement Certification

All bidders on any project involving asbestos and/or lead abatement activity must provide the following statement notarized and signed by an officer of the firm, and shall be submitted with their bid. Bids submitted without completed form DOA-4509 will be rejected.

Note: For certified statements 1-3 below: If no exceptions exist, state "None"; otherwise include project(s), date(s), description and resolution for each (attach additional sheets if necessary).

This is to certify that _____
Company Name

- 1) has not been issued any citations by federal, state or local regulatory agencies relating to asbestos or lead abatement activity, except as follows:

- 2) has not had an asbestos or lead abatement contract terminated prior to completion, except as follows:

- 3) has not been named in any asbestos or lead related legal proceedings/claims in which the firm (or employees scheduled to participate in this project) was involved as contractor or subcontractor, except as follows:

- 4) has all employees or agents who may be exposed to airborne asbestos in excess of the OSHA PEL medically determined to be physically capable of working while wearing the respirator
- 5) will utilize only HEPA vacuums, negative pressure ventilation units and other local exhaust ventilation equipment conforming to ANSI Z9.2-79 and that water filtration unit(s) are used in conformance with manufacturer's specifications
- 6) has notified rental agencies that rental equipment will be used in abatement areas or to transport asbestos contaminated waste, if contractor intends to use rented equipment
- 7) will utilize only NIOSH approved respiratory protective devices and that respirator fit-testing for all contractor employees and agents, who must enter the regulated area, are performed in accordance with procedures as detailed in Title 29 CFR 1926.1101, Appendix C, Qualitative and Quantitative Fit Testing Procedures
- 8) maintains a written hazard communication program indicating how the contractor plans to meet the requirements of OSHA 29 CFR 1926.59 relative to labeling, handling of material safety data sheets and training of employees.

The undersigned states that all of the above information is true and correct to the best of his/her knowledge.

Dated _____
Authorized Signature

Printed Name

State of Wisconsin
County of _____
Title

Firm Name

Signed or attested before me on _____ day of _____, 20____.

By: _____ County, WI
Notary Public

(STAMP OR SEAL) My Commission Expires _____, 20____.

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PERFORMANCE BOND (100%)

This Surety Bond instrument is hereby executed to guarantee performance of a proposed contract between the herein named Principal and the State, dated _____, 20__, a copy of which is hereto attached and made a part hereof, herein called "Contract," for the construction of

Project Title _____

Project Location _____

Project Number _____ Contract For _____ work.
All, General, HVAC, Roofing, Etc.

KNOW ALL PEOPLE BY THESE PRESENTS That _____
Name of Contractor

of _____ as contractor, herein called "Principal", and _____
City and State Name of Surety

_____ of _____ as Surety, herein called
City and State

"Surety", are held firmly bound to the State of Wisconsin, for the Department of Administration, Division of Facilities Development herein called "the Owner", in the amount of \$_____ for the faithful performance of the Contract as hereinafter set forth. For the payment of which, well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the said bounded Principal shall promptly and faithfully perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of the Contract, in all respects, and within the time prescribed in the Contract (or as such time may be extended as provided in the Contract), and shall indemnify and save harmless the Owner, its officers, employees and agents against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by Principal or its subcontractors, and shall in all respects perform the Contract according to law, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

FURTHER, that no change, extension of time, alteration or addition to the work to be performed, or amount of, the Contract shall in any way affect Principal's or Surety's obligations on this bond, and Surety does hereby waive notice of any change, extension of time, alterations or additions thereunder.

PROVIDED, FURTHER, that the undersigned states that pursuant to express authority the corporate seal affixed to this instrument is the seal of this surety company, that the seal was affixed and this instrument was executed for and on behalf of this surety company; that authority has not been revoked by this surety company; that this instrument was executed as the free act and deed of this surety company; that the certificate of authority from the Commissioner of Insurance showing authority of this surety company to transact business in the State of Wisconsin has been obtained and will be provided to the Owner upon request; and further, that this surety bond was written through an agent duly licensed as such on the date thereof.

IN WITNESS WHEREOF, this instrument is executed this the ____ day of _____, 20__.

FOR THE PRINCIPAL

By _____
Corporate Secretary Signature
(Seal)

President, Partner or Individual Signature
Witnessed by _____

Witnessed by _____
Two witnesses must attest above signatures.

FOR THE SURETY

By _____
*Corporate Secretary Signature
(Seal)

Attorney in Fact or Authorized Officer

Street or PO Box

City, State and Zip Code

Telephone Number

Email Address

(This email address will be used to notify Surety of Project Start Date)

ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

I, _____, a Notary Public of said County and State, do hereby certify that _____
_____, Attorney-in-Fact or authorized officer of _____,
Name of Surety

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument for and on behalf of _____, for the uses
and purposes therein set forth. Name of Surety

Given under my hand and notarial seal at _____, _____, in said county,
City State

this ____ day of _____, 20____, A.D.

Notary Public

My commission expires _____

This Performance Bond is

APPROVED

Administrator, Division of Facilities Development

* If signatory is a corporation, Secretary of corporation shall attest, otherwise leave blank.



PAYMENT BOND (100%)

This Surety Bond instrument is hereby executed to guarantee payment of certain amounts related to a proposed contract between the herein named Principal and the State, dated _____, 20__, a copy of which is hereto attached and made a part hereof, hereinafter called "Contract," for the construction of

Project Title _____

Project Location _____

Project Number _____ Contract For _____ work.
All, General, HVAC, Roofing, Etc.

KNOW ALL PEOPLE BY THESE PRESENTS That _____
Name of Contractor

of _____ as contractor, herein called "Principal", and _____
City and State Name of Surety

_____ of _____ as Surety, herein called
City and State

"Surety", are held firmly bound to the State of Wisconsin, for the Department of Administration, Division of Facilities Development herein called "the Owner", in the amount of \$_____ for the payment of all claims, costs, charges and other amounts arising in connection with, or related to, the Contract as hereinafter set forth. For the payment of which, well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the said bounded Principal shall promptly make payment pursuant to Section 779.14 of the Wisconsin Statutes to all persons who supply labor and material to said project in the prosecution of the work arising in connection with, or related to, the Contract, and shall pay all other just debts, dues and demands incurred in the performance of the Contract, and shall indemnify and save harmless the Owner, its officers, employees and agents against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered as the result of Principal's failure to pay any amounts in connection with, or related to, the Contract, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

FURTHER, labor performed and materials furnished, used or consumed in making the public improvement or performing the public work, include, without limitation because of enumeration, fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electric energy, gasoline, motor oil, lubricating oil, greases, state imposed taxes, premiums for worker's compensation insurance and contributions for unemployment compensation.

FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

FURTHER, that no change, extension of time, alteration or addition to the work to be performed, or amount of, the Contract shall in any way affect Principal's or Surety's obligations on this bond, and Surety does hereby waive notice of any change, extension of time, alterations or additions thereunder.

PROVIDED, FURTHER, that the undersigned states that pursuant to express authority the corporate seal affixed to this instrument is the seal of this surety company, that the seal was affixed and this instrument was executed for and on behalf of this surety company; that authority has not been revoked by this surety company; that this instrument was executed as the free act and deed of this surety company; that the certificate of authority from the Commissioner of Insurance showing authority of this surety company to transact business in the State of Wisconsin has been obtained and will be provided to the Owner upon request; and further, that this surety bond was written through an agent duly licensed as such on the date thereof.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 20__.

FOR THE PRINCIPAL

By _____
Corporate Secretary Signature
(Seal)

President, Partner or Individual Signature
Witnessed by _____

Witnessed by _____
Two witnesses must attest above signatures.

FOR THE SURETY

By _____
*Corporate Secretary Signature
(Seal)

Attorney in Fact or Authorized Officer

Street or PO Box

City, State and Zip Code

Telephone Number

Email Address

(This email address will be used to notify Surety of Project Start Date)

ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

I, _____, a Notary Public of said County and State, do hereby certify that _____
_____, Attorney-in-Fact or authorized officer of _____,
Name of Surety

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument for and on behalf of _____, for the uses and purposes therein set forth.
Name of Surety

Given under my hand and notarial seal at _____, _____, in said county,
City State

this _____ day of _____, 20____, A.D.

Notary Public

My commission expires _____

This Payment Bond is

APPROVED

Administrator, Division of Facilities Development

* If signatory is a corporation, Secretary of corporation shall attest, otherwise leave blank.



CONSTRUCTION CONTRACT

Date _____

Project No. _____

Contract No. _____

THIS AGREEMENT is between the State of Wisconsin by its Department of Administration, represented by its Division of Facilities Development, herein called "DFD", and _____ doing business as _____ of the City of _____ and State of _____ hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and arrangements hereinafter mentioned, to be directed by DFD, the CONTRACTOR will commence and complete the construction described as follows:

hereinafter called the "Project", for the sum of _____ Dollars (\$ _____ .00) and all other work in connection therewith, under the terms as stated in the Contract Documents; and at the CONTRACTOR's own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said Project in accordance with the conditions and prices stated in the Bid Form, Bidding and Contract Requirements, the drawings which include all maps, plats, plans, and other drawings and printed or written explanatory matter thereof, and the technical portion of the specifications therefor; as prepared by _____ herein called the A/E, and as enumerated in the Specification's Table of Contents, all of which are made a part hereof and collectively evidence and constitute the Contract Documents.

The CONTRACTOR hereby agrees to commence work under this Contract on or after a date to be specified in a written "Notice to Proceed" and to complete this work by _____.

DFD agrees to have the CONTRACTOR paid in current funds for the performance of the contract subject to additions and deductions, as provided in the General Conditions of the Contract, and to authorize payments on account thereof as provided in the Article entitled, "Payments to Contractor" of the General Conditions.

DFD has the delegated power and duty pursuant to Sec. 16.85(l), to act on all matters and for all purposes under this Contract; including additions and modifications therein incorporated.

IN WITNESS WHEREOF, DFD and the CONTRACTOR have executed this contract.

(Seal)

CONTRACTOR

Contractor Firm Name
Address
State, City Zip

By _____
Signature Date

Printed Name

Secretary of Corp.

Title

Witness

Employer Number (FEIN) or Social Security Number

This Contract is not valid or effectual for any purpose until executed by all parties, and no work is authorized until the CONTRACTOR has been given Notice to Proceed by DFD.

APPROVED (if Contract is over \$150,000)

Administrator, Division of Facilities Development Date

Governor of Wisconsin Date

Note: If Contractor is a corporation, Secretary should attest. In accordance with current Federal IRS Regulations, all service provider entities are required to submit either their Employer Number or Social Security Number in order to receive payment for services rendered. The State of Wisconsin requests Tax ID numbers for all entities providing either goods or services, to facilitate approved payments to vendors in accordance with certain State Statutes and/or Administrative Rules.



GENERAL CONDITIONS OF THE ASBESTOS ABATEMENT CONTRACTOR (AAC) CONTRACT

INDEX

ARTICLE		PAGE
1.	CONTRACT ADMINISTRATION	1
2.	DEFINITIONS	1
3.	CONTRACT DOCUMENTS	3
4.	CONFLICTING CONDITIONS	4
5.	CONTRACT SECURITY	4
6.	SAFETY AND ACCIDENT PREVENTION	4
7.	PROTECTION OF WORK AND PROPERTY	5
8.	PERMITS, REGULATIONS, UTILITIES, AND TAXES	5
9.	STATE RESPONSIBILITY FOR THE SITE	6
10.	CONTRACTOR RESPONSIBILITY FOR CONDITIONS AT THE SITE	6
11.	SUBCONTRACTORS	7
12.	SCHEDULING AND COORDINATION OF WORK	8
13.	CONTRACTOR'S OBLIGATIONS AND SUPERINTENDENCE	10
14.	QUALITY CONTROL & INSPECTION	11
15.	SUBMITTALS	13
16.	EQUALS AND SUBSTITUTIONS	13
17.	CHANGES IN THE WORK	14
18.	REPORTS, RECORDS AND DATA	17
19.	NOTICE REQUIREMENTS	17
20.	TIME FOR COMPLETION OF THE PROJECT	17
21.	USE AND POSSESSION PRIOR TO COMPLETION	19
22.	SUBSTANTIAL COMPLETION	19
23.	FINAL COMPLETION AND FINAL PAYMENT	19
24.	WARRANTIES	20
25.	PAYMENTS TO CONTRACTOR	22
26.	PAYMENTS BY CONTRACTOR	24
27.	DFD'S RIGHT TO SUSPEND, CORRECT, OR COMPLETE WORK	24
28.	DFD'S RIGHT TO TERMINATE CONTRACT	25
29.	CLAIMS	25
30.	INSURANCE	27
31.	NONDISCRIMINATION / AFFIRMATIVE ACTION	29
32.	MINIMUM WAGES	31
33.	ASSIGNMENTS	31
34.	ANTITRUST AGREEMENT	31
35.	INDEMNIFICATION	31
36.	CONTRACTOR PERFORMANCE EVALUATION	32

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GENERAL CONDITIONS OF THE ASBESTOS ABATEMENT CONTRACTOR (AAC) CONTRACT

(REV 11/2016)

1. CONTRACT ADMINISTRATION

- A. The intention of the Contract Documents is to include all labor, materials and equipment necessary for the completion of the Work in accordance with the standard of quality established by the Contract Documents and within the allowable time period specified
- B. The Contractor shall attend a Pre-Construction Meeting, which will be scheduled by DFD. DFD shall designate DFD'S PROJECT REPRESENTATIVE" at the Project Pre-Construction Meeting. This person is delegated authority to act on behalf of DFD, unless the Contract Documents specifically identify another party responsible for DFD Work activities. It is the intent of DFD to provide, to the extent possible, a single point of contact and communication for the Contractor to facilitate efficient, timely, and cost effective completion of the Work.
- C. The Contractor shall employ, and specifically assign to the Project, a construction superintendent or foreman, experienced in Work of the character required by the Contract Documents. This person shall be delegated authority to act on behalf of the Contractor, and shall be, to the extent possible, a single point of contact and communication for DFD, the General Prime Contractor and other contractors to facilitate efficient, timely, and cost effective completion of the Work.
- D. DFD will periodically schedule progress meetings. At each such progress meeting, the parties will discuss the above-mentioned items, cooperate with others to assure successful completion of the Work, and help to quickly resolve problems which arise.

2. DEFINITIONS

THE FOLLOWING TERMS AS USED IN THE CONTRACT DOCUMENTS IS DEFINED AS FOLLOWS:

- A. "ADDENDUM" means a written or graphic instruction which clarifies, amends or interprets the Bidding Documents.
- B. "A/E" and "ARCHITECT/ENGINEER" means a person, partnership, corporation or other business organization under Contract with DFD to prepare drawings and specifications, to advise DFD, to provide DFD with design services, and in certain cases to perform inspection and review for the sole benefit of DFD during construction.
- C. "BIDDING AND CONTRACT REQUIREMENTS" means all items as described in Division 1 including "Bidding Requirements", "Contract Forms", "General Conditions", "Supplementary General Conditions", "and General Requirements".
- D. "CONTRACT DOCUMENTS" means collectively, all documents listed in the Table of Contents of this Specification, the Drawings, Addenda, Change Orders, Notice to Proceed, and any changes in the Work negotiated and agreed to in writing by DFD and Contractor before the execution of the Contract.
- E. "CONTRACTOR" or "ASBESTOS ABATEMENT CONTRACTOR" means any individual, firm, corporation, or other non-governmental organization performing all Asbestos Abatement Work required by the Contract Documents. Where the word "Contractor" is capitalized throughout this document, refer to this definition. Where the word "contractor" is not capitalized, it refers to any contractor working on the project, including the General Prime Contractor, MEP Subcontractors, and Non-MEP Subcontractors.
- F. "DAMAGES FOR UNTIMELY PERFORMANCE" means a predetermined monetary amount to be paid to the State, based on anticipated real costs which the State will incur, due to the Contractor's failure to complete the Work within the allowable time identified in the Contract Documents.
- G. "DELAY" means an event that causes an increase in the duration of the Project, or that changes the sequence of the Work or individual Work activities, thereby preventing completion of the Project within the time period specified in the Contract Documents.
- H. "DFD" means Division of Facilities Development. (See "OWNER")

GENERAL CONDITIONS OF THE ASBESTOS ABATEMENT CONTRACTOR (AAC) CONTRACT

(REV 11/2016)

- I. "DFD'S PROJECT REPRESENTATIVE" means the person or persons' delegated authority to act on behalf of DFD. Such person or persons may be the employees of DFD, or Consultants hired to perform the activities and responsibilities of DFD. "DFD's Project Representative" will be designated in writing at the Pre-Construction Meeting. DFD reserves the right to change its designated Project Representative at any stage of the Work, upon prior written notice to the Contractor.
- J. "DRAWINGS" means the graphic and pictorial portions of the Contract Documents, showing the design, type of construction, location, dimension and character of the Work to be provided by the Contractor, generally including, but not limited to plans, elevations, sections, details, schedules, diagrams, notes and portions of Specification.
- K. "EQUALS" means material, equipment or methods proposed and warranted by the Contractor as being equivalent to essential attributes of the material, equipment or method specified in the Contract Documents, and approved by DFD.
- L. "EXTENDED AND UNABSORBED OVERHEAD COSTS" means extended and unabsorbed overhead costs and related damages calculated pursuant to the original and modified Eichleay formulas adopted and recognized by the Armed Services Board of Contract Appeals and the United States Court of Appeals for the Federal Circuit.
- M. "FIELD ORDER" means changes in the Work made by DFD through use of direction, instruction, interpretation, determination, or any other mode or manner.
- N. "GENERAL PRIME CONTRACTOR" means any individual, firm, corporation, or other non-governmental organization that enters into the General Prime Contract for the Project with the state to perform all work as required by the Contract Documents.
- O. "MEP SUBCONTRACTOR" means any individual, firm, corporation, or other non-governmental organization that performs mechanical (Heating, Ventilating, and Air Conditioning), electrical, plumbing, or fire protection (fire suppression) work for the Project, and enters into a contract with the General Prime Contractor to perform their division of work.
- P. "NON-MEP SUBCONTRACTOR" means any individual, firm, corporation, or other non-governmental organization that is a subcontractor to a General Prime Contractor in divisions of work other than mechanical, electrical, plumbing, and fire protection. This includes suppliers and installers to the General Prime Contractor.
- Q. "NOTICE TO PROCEED" means a written notice provided by DFD to the Contractor authorizing the Contractor to proceed with the Work and establishing the date for completion of the Work.
- R. "OWNER" means the State of Wisconsin, Department of Administration, Division of Facilities Development, herein termed "DFD". DFD exercises the powers and duties prescribed by Wis. Stats. §§ 16.85 and 16.855.
- S. "PROJECT" means the total and complete construction of the Work required by the Contract Documents.
- T. "PROJECT SCHEDULE" means a graphic and written analysis of activity duration, and sequencing, which is required for successful completion of the Project within the time period identified in the Contract Documents. The General Prime Contractor is responsible for developing and publishing the Project Schedule.
- U. "SHOP DRAWINGS" means drawings, diagrams, illustrations, schedules, performance charts, brochures, catalog data and other data or samples specially prepared or provided by the Contractor, a Subcontractor or Material Supplier to illustrate some portion of the Work. The terms "SHOP DRAWINGS" and "SUBMITTALS" may be used interchangeably in the Contract Documents.
- V. "SPECIFICATIONS" means the Volume assembled for the Work which typically includes the Bidding and Contract Requirements, forms and Technical Sections.
- W. "STATE" means the State of Wisconsin and its officers, employees, agents, divisions, bureaus, commissions, boards, authorities, and universities, colleges and other institutions of higher learning.

GENERAL CONDITIONS OF THE ASBESTOS ABATEMENT CONTRACTOR (AAC) CONTRACT

(REV 11/2016)

- X. "SUBCONTRACTOR" means any individual, firm, corporation, or other non-governmental organization that has a Contract with the Asbestos Abatement Contractor or with a Subcontractor to the Asbestos Abatement Contractor to perform Work or provide services required by the Contract Documents. Where the word "Subcontractor" is capitalized throughout this document, refer to this definition. Where the word "subcontractor" is not capitalized, it refers to any subcontractor working on the project.
- Y. "SUBMITTALS" means the terms "SUBMITTALS" and "SHOP DRAWINGS" may be used interchangeably in the Contract Documents. Refer to the definition of "SHOP DRAWINGS" contained herein.
- Z. "SUBSTANTIAL COMPLETION" means the stage in the progress of the Work when DFD determines that the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Project, or designated portion thereof, can be occupied and used for its intended purpose.
- AA. "SUBSTITUTIONS" means the use of material or equipment not specified in the Contract Documents, but which the Contractor proposes and warrants as suitable for the use intended and conforms to all other physical, functional, and performance requirements of the Contract Documents.
- BB. ""SURETY" means a person or entity licensed to do business in the State of Wisconsin, who provides a separate 100% Performance Bond and a separate 100% Payment Bond to a Contractor to indemnify the State against all damages suffered by failure of the Contractor to perform the Work and to pay all lawful claims of Subcontractors, Material Suppliers, and laborers.
- CC. "WORK" means the plant, labor, materials, service, supplies, equipment, and other facilities and items comprising the whole of the Contract Documents.

3. CONTRACT DOCUMENTS

- A. The Contract Documents as defined in Article 2 shall form a part of this Contract. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.
- B. The technical provisions of this Contract are set forth in the Specifications. The Specifications are complemented by the "Drawings" which may also be referred to as the "Plans". The Specifications and Drawings for this Contract are complementary and are to be so interpreted, unless that interpretation is so clearly erroneous as to defy the intent of the parties.
- C. The Contractor's bid price shall include complementary interpretation, and the performance of all Work which;
 - 1. in accordance with industry standards, customary practice or by reasonable inference are details of Work that are necessary as part of the construction, operation, and coordination and interface of the Work, or,
 - 2. would necessarily be readily apparent to one skilled in the trades, or,
 - 3. a competent and experienced Contractor would recognize is a part of its responsibility.
- D. The failure of the Contractor to include in its bid, the Work as defined in Paragraph 3.B., shall not relieve the Contractor from performing such Work and it shall be performed as if fully and correctly set forth and described in the Drawings and Specifications.
- E. Periodically, DFD may provide the Contractor additional instructions and drawings necessary to perform the Work. DFD shall make a good faith effort to coordinate such instructions and drawings with the Contract Documents, preparing them so they can be reasonably interpreted as a part thereof.

GENERAL CONDITIONS OF THE ASBESTOS ABATEMENT CONTRACTOR (AAC) CONTRACT

(REV 11/2016)

4. CONFLICTING CONDITIONS

- A. DFD shall take all reasonable steps to assure that the Contract Documents are as accurate as possible, and provide information which, in the opinion of DFD, is necessary in preparing bids and constructing the Project. However, it is mutually understood that discrepancies or conflicts in the Contract Documents may be identified, in which case:
 - 1. Amendments and addenda take precedence over specifications;
 - 2. The Specifications take precedence over the Drawings;
 - 3. Stated dimensions take precedence over scaled dimensions;
 - 4. Large-scale detail drawings take precedence over small-scale drawings;
 - 5. Schedules take precedence over other data on the plans.
- B. Notwithstanding the above order of precedence, any clearly stated requirement of duties of the Contractor shall control over any rule of Contract interpretation which might otherwise place those duties in conflict with other provisions of the Contract, and such duties shall be included in the Contractor's bid.
- C. The failure to inquire about any ambiguity in any provision of the Contract Documents, which would be reasonably apparent to any bidder knowledgeable and skilled in the Work required by the bid, shall grant DFD the right to interpret that ambiguity.
- D. Where the terms "A/E", "Architect/Engineer", "Architect" or "Engineer" are used in technical Sections of the Specifications, the Contractor shall understand that actions indicated to be accomplished by such named parties are actions which are solely as the professional technical advisor and consultant to DFD and such actions thus require final approval by DFD.
- E. In the event of any conflict between the terms of this Contract and any provision of law, the provision of law shall control and the parties hereto shall not be free to Contract contrary to law.

5. CONTRACT SECURITY

- A. The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract price, and a separate Payment Bond in an amount equal to one hundred percent (100%) of the Contract price, as security for the faithful performance of this Contract, payment of all persons performing labor or furnishing materials for the Project, and payment of all other debts incurred in the performance of the Work.
- B. The Performance Bond and Payment Bond Forms that the Contractor is required to execute are included in the Specifications. Before the Construction Contract can be executed, the Performance Bond and Payment Bond must be delivered to and approved by DFD. Such approval will be predicated on prior satisfactory performance of a Surety.

6. SAFETY AND ACCIDENT PREVENTION

- A. The Contractor shall provide and maintain a Work environment and procedures which will:
 - 1. Safeguard the public and State personnel and agents, property, material, supplies and equipment exposed to Contractor operations and activities,
 - 2. Avoid interruptions of user agency operations and delays in Contract completion dates; and,
 - 3. Control costs in the performance of this Contract.
- B. For these purposes, the Contractor shall:

GENERAL CONDITIONS OF THE ASBESTOS ABATEMENT CONTRACTOR (AAC) CONTRACT

(REV 11/2016)

1. Provide appropriate safety barricades, signs and signal lights;
 2. Comply with any safety requirement published by any governmental authority with jurisdiction over the site, including Federal, State or local jurisdictions;
 3. Ensure that any additional measures which are reasonably necessary for the purposes stated are taken.
- C. The Contractor shall strictly comply with, and bear full responsibility for, any safety procedure set forth in the Contract Documents. In the absence of such compliance, the Contractor shall be responsible for indemnification of the State for any cost or expense, including legal fees. At the discretion of DFD, the Contractor may also be subject to termination of the Contract for default.
- D. If DFD becomes aware of any noncompliance by the Contractor with the safety conditions of this Contract or of any condition caused by the Contractor, which poses a serious or imminent danger to the health or safety of the public or to State personnel, DFD's Project Representative shall notify the Contractor orally, with written confirmation, and direct immediate initiation of corrective action. This Notice, when given to the Contractor or the Contractor's Representative at the Work site, shall be deemed sufficient notice of noncompliance and that corrective action is required. After receiving the Notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, DFD may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The Contractor shall not be entitled to an equitable adjustment of the Contract price or an extension of the performance schedule by reason of the issuance of any stop Work order under this Article 6.
- E. The Contractor shall cause this Article 6, including this Paragraph E., with appropriate changes in paragraph designation, to be incorporated in all subcontracts, regardless of tier.

7. PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall at all times safely guard State property and adjacent property from injury, loss, release of hazardous or toxic materials, or damage in connection with the Contract Documents or the performance of the Work hereunder. The Contractor shall replace or make good any damage, loss or injury caused as a result of failure to comply with Contract Documents.
- B. In case of an emergency which threatens loss or injury of property, or safety of life, the Contractor will be allowed to act, without previous instructions from DFD, in a diligent manner. The Contractor shall notify DFD immediately thereafter. Any claim for compensation by the Contractor due to such extra Work shall be promptly submitted to DFD for approval as provided for in Article 18 of these General Conditions.
- C. In the event of temporary suspension of Work, or during inclement weather, or whenever DFD shall direct, the Contractor and its Subcontractors shall carefully protect all Work and materials against damage or injury from the weather. If, in the opinion of DFD, any Work or materials have been damaged or injured by reason of failure on the part of the Contractor or any Subcontractors to protect the Work, such materials shall be removed and replaced at the expense of the Contractor.
- D. The Contractor shall promptly, and without prior demand by DFD remedy and repair any damage caused by the Contractor and its subcontractors, suppliers and vendors to completed or partially completed construction or to property of DFD or other contractors.

8. PERMITS, REGULATIONS, UTILITIES, AND TAXES

- A. The Contractor shall procure all permits, licenses and approvals necessary for the execution of this Contract and performance of the Work, and shall provide evidence of such permits, licenses, and approvals at the Pre-Construction Meeting or before commencement of the Work.

GENERAL CONDITIONS OF THE ASBESTOS ABATEMENT CONTRACTOR (AAC) CONTRACT

(REV 11/2016)

- B. Where Contract Documents require abatement of asbestos containing materials, prior written Notice to the State of Wisconsin, Department of Natural Resources is required. The Contractor shall provide evidence of such Notice prior to commencement of the Work.
- C. Work under this Contract shall be in compliance with all applicable state laws, codes and regulations relating to environmental quality and safety, the performance of the Work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities. Such Work shall not be subject to the ordinances or regulations (except land use zoning) of the municipality in which the construction takes place, including ordinances or regulations relating to materials used, permits, supervision of construction or installation, payment of permit fees, or other restrictions of any nature whatsoever. DFD shall be notified by the Contractor of any Notices of noncompliance or violation associated with Work required by the Contract Documents.
- D. The Contractor shall pay all Sales, Consumer, Use and other similar taxes required by law assessed to or arising out of the construction of the Project.
- E. If the Contractor believes that any of the Work required by the Contract Documents is in violation of any State law, code, rule or regulation, the Contractor shall promptly notify DFD. Upon such notification, DFD will determine whether corrective action is required and make such changes, if any, at no additional cost to the Contractor provided such violation was not caused by the Contractor.
- F. Charges for water, sewer and other utility connections made by municipalities will be paid by the State. Payment for use of such services and utilities before Substantial Completion shall be in accordance with provisions of the General Requirements of the Contract.

9. STATE RESPONSIBILITY FOR THE SITE

- A. Prior to start of construction, the State shall furnish all land and rights-of-way necessary for the carrying out and completion of the Work to be performed under this Contract.
- B. DFD will furnish to the Contractor site, topography and property surveys which DFD reasonably believes necessary for the execution of the Work.
- C. DFD, upon receipt of the Notice set forth in Paragraph 10.E., shall promptly investigate the site conditions reported by the Contractor to determine whether the conditions discovered differ materially from those indicated in the Contract Documents, are of an unknown and unusual nature which could not have been discovered by a reasonable site investigation by the Contractor as required by the Contract Documents, or which differ materially from those ordinarily encountered and generally recognized as being inherent in the Work of the character required by the Contract Documents at the site where Work is to be performed.
- D. DFD shall act on any Contractor Notice, as described in Paragraph 10.E., as soon as practicable, but in no case later than ten (10) working days after the receipt of such Notice. If DFD determines that the conditions reported by the Contractor differ materially from those indicated in the Contract Documents, or are of an unknown and unusual nature which could not have been discovered during a reasonable site investigation by the Contractor, then to the extent established by the Contractor and approved by DFD, DFD shall authorize an increase or decrease in the cost or time required for performing any part of the Work under this Contract.
- E. No request by the Contractor for an equitable adjustment to the Contract under this Article 9 shall be allowed, unless the Contractor gives proper Notice, which is a CONDITION PRECEDENT to any liability on the part of the State.
- F. In no event, shall any claim by the Contractor for equitable adjustment to the Contract for differing site conditions be allowed if presented after final payment under this Contract is made.

10. CONTRACTOR RESPONSIBILITY FOR CONDITIONS AT THE SITE

- A. The Contractor is responsible for and hereby acknowledges that it has taken the steps reasonably necessary to prepare a bid which includes the costs for Work, the requirement for which would reasonably be known to a competent

GENERAL CONDITIONS OF THE ASBESTOS ABATEMENT CONTRACTOR (AAC) CONTRACT

(REV 11/2016)

Contractor, in overcoming normal subsurface conditions at the site where the Work is to be performed and in order to accomplish the Work described in the Contract Documents. Additionally, the Contractor certifies that it has investigated the site and satisfied itself as to the general and local conditions which affect the Work or its cost, including, but not limited to:

1. Conditions bearing upon transportation, disposal, handling and storage of materials;
 2. The availability of labor, water, electric power, and roads or access;
 3. Uncertainties of weather, river stages, tides or similar physical conditions at the site;
 4. The conformations and conditions of the ground; and
 5. The character of facilities and equipment as represented by the Contract Documents.
- B. The Contractor also acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, and information included in the Contract Documents.
- C. Any failure of the Contractor to take the actions described and acknowledged in this Article 10 will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the State.
- D. The State assumes no responsibility for any erroneous conclusions or interpretations made by the Contractor based on the information made available by DFD. If an analysis of such data is only meaningful to a person skilled in the geotechnical sciences, then the Contractor is responsible for, and certifies that it has obtained such an analysis or has otherwise decided that the data is understandable by it, as presented. The State assumes no responsibility for any understanding reached or representation made concerning conditions which can affect the Work by any of its officers, representatives, or agents before the execution of this Contract, unless that understanding or representation is expressly stated in the Contract Documents.
- E. If the Contractor discovers, in the performance of the Work, a subsurface or latent physical condition at the site, including but not limited to possible environmental contamination or hazardous substances, which it did not discover pursuant to this Article 10, then the Contractor shall promptly, and before the condition is disturbed, give written Notice to DFD. Such Notice shall be subject to the procedures and limitations set forth in Article 20 hereof, entitled "Notice Requirements". The Contractor shall disclose in such Notice, all the facts and circumstances then known to it, including the impact of such condition on the price, time or quality of the Work remaining to be done.

11. SUBCONTRACTS

- A. Subject to approval of DFD, the Contractor may subcontract any Work to be performed under this Contract. However, the election to subcontract Work shall not relieve the Contractor from responsibility or liability which it has assumed under this Contract and the Contractor shall remain liable to the same extent that its liability would attach, as if the Work had been performed by the Contractor's own employees. If the Specifications require or otherwise designate only one Subcontractor or source of supply for Work required under the Contract Documents, the Contractor's failure to acquire suitable Contract arrangements with such Subcontractor or source of supply shall not excuse the Contractor from full responsibility and liability for any failure or default of such source of supply.
- B. All Subcontractors are subject to approval of DFD. DFD may request, or the Contractor may provide, any of the following information to substantiate the proposed Subcontractor's qualifications or ability to perform the Work. DFD shall consider such additional information when reviewing the qualifications of proposed Subcontractors to determine whether such qualifications serve the best interests of the Project.
1. The amount of experience completing Work similar to that required by the Contract Documents;
 2. The quality of Work the proposed Subcontractor has provided on past Projects;

GENERAL CONDITIONS OF THE ASBESTOS ABATEMENT CONTRACTOR (AAC) CONTRACT

(REV 11/2016)

3. The extent of available staffing and financial resources of the proposed Subcontractor;
 4. The Contractor's intended method of monitoring the proposed Subcontractors Work;
 5. The level of supervision of the Subcontractor's Work which the Contractor will provide;
 6. Any other information regarding the proposed Subcontractor's ability to complete the Work.
- C. The apparent low bidder shall request approval of Subcontractors using the current version of the "Request for Subcontractor Approval" form. A final and complete list of all Subcontractors proposed for the Project shall be submitted to DFD for approval no later than seven (7) calendar days after the date of the bid opening. When no Subcontractors are anticipated, DFD shall be given Notice of such fact on the approved form within the time limits noted above.
- D. The Contractor shall not replace any approved Subcontractor or material supplier without written approval of DFD. Any Contractor request for replacement of a Subcontractor previously approved by DFD shall include the reason(s) for such replacement and all documentation necessary to substantiate such change.
- E. The Contractor agrees, to the extent practicable, to maintain a list of all Subcontractors and suppliers performing labor or furnishing materials to the Contractor for the project.
- F. The Contractor shall be fully responsible for all acts and omissions of its Subcontractors and material suppliers and shall be responsible for scheduling and coordinating the Work of its Subcontractors and material suppliers with the General Prime Contractor.
- G. Nothing herein shall be construed to create any express or implied Contractual relationship between DFD and any of the Contractor's subcontractors, suppliers or vendors.
- H. Notwithstanding Paragraphs 11.C. and 11.D., the Contractor shall insert the following mandatory provisions in all subcontracts:
1. All provisions of this Article 11
 2. Article 25 - Payments to Contractor
 3. Article 26 - Payments by Contractor
 4. Article 31 - Nondiscrimination/Affirmative Action
 5. Article 32 - Minimum Wages

12. SCHEDULING AND COORDINATION OF WORK

- A. It is the intention of this Article 12 to place upon Contractor the full and complete responsibility for the accomplishment of the Work within the specified time indicated in the Contract Documents, except where the Contract Documents explicitly and specifically places a limited duty for completion on the State.
- B. The General Prime Contractor shall have the duties of and responsibilities for scheduling and coordination of work set forth in Article 13 of the General Conditions of the General Prime Contract for the Project.
- C. The Contractor shall prepare a breakdown of all Work activities or events that they are required to perform on the Project, indicating the proposed duration and sequencing of such activities for successful completion of the Project within the allowable time specified in the Contract Documents. The Contractor shall also identify whether any Work activity or event is dependent on the Work of its own forces, the General Prime Contractor, other separate contractor(s) or with those of the State. The Contractor shall forthwith deliver the list of activities and dependencies

GENERAL CONDITIONS OF THE ASBESTOS ABATEMENT CONTRACTOR (AAC) CONTRACT

(REV 11/2016)

to the General Prime Contractor for integration into the Project Schedule, and cooperate with the General Prime Contractor to facilitate development of the Project Schedule and updates in accordance within the allowable time specified in Article 13 of the General Prime Contract for the Project. The failure to list any activity or to perform any other duty required by or incident to that required by these General Conditions shall not be the basis of a claim for adjustment of any provision of this Contract, or of any other type of claim whatsoever.

- D. The Contractor shall cooperatively coordinate all activities which it must perform with the General Prime Contractor, and provide periodic assistance to the General Prime Contractor for Project Schedule updates.
- E. If the Contractor's Work depends upon construction or operations by the State or the General Prime Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly give Notice to DFD and the General Prime Contractor of any apparent deficiencies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that DFD's, General Prime Contractor's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.
- F. Contractor, upon receipt of the Project Schedule from the General Prime Contractor, shall within five (5) working days, acknowledge its agreement therewith or shall identify in writing its exceptions thereto. If no objection is made to the Project Schedule within the said five (5) day period, then such Schedule shall be deemed acceptable by the Contractor. If exceptions are taken by the Contractor and the exceptions cannot be resolved with the General Prime Contractor, the matter shall be presented to DFD, who shall decide the matter and notify the parties of its decision within five (5) working days. That decision shall be conclusively presumed to be in the best interest of the Project, without liability of any kind being assumed by the State as long as the decision is made in good faith. If Contractor's claim is rejected by DFD, the Contractor shall proceed diligently with the performance of the Work, as directed by DFD, pending the final decision of DFD and during the time of any subsequent appeal, as described in Paragraph 30.B.
- G. Where any Work activity required for completion of the Project, is completed in less time than that required, anticipated, or otherwise allowed by the Project Schedule, the unused time, hereinafter called Float, shall belong to the Project, to be used by the General Prime Contractor as the Project needs determine, including but not limited to providing additional time for completion of any other Work activities required for completion of the Project. Float shall not be considered owned, subject to the exclusive use, or management by any of the interested participants. No claim against DFD or the General Prime Contractor shall be made by any party for the loss of Float time.
- H. In the event Contractor requests an increase in the duration of any Work activity identified in the Project Schedule, the General Prime Contractor shall evaluate the request and take action necessary to compensate for any such increase to allow completion of the Project within the time period allowed by the Contract Documents. If the General Prime Contractor determines that an extension of the allowable time for completion of the Project is required, the General Prime Contractor shall submit to DFD a written request for such extension.
- I. If a dispute arises between the General Prime Contractor and Contractor, and such dispute cannot be resolved by the parties involved, the matter shall be presented to DFD, who shall decide the matter and notify the parties of its decision within ten (10) working days. That decision shall be conclusively presumed to be in the best interest of the Project to which the parties have committed themselves, without liability of any kind being assumed by DFD as long as the decision is made in good faith. In such cases, the decision of DFD shall become the essence of the Contract.
- J. DFD and the Contractor hereby commit themselves to good faith negotiation, coordination, and cooperation to assure the timely completion of the Project. By accepting this Contract, the Contractor, by whatever name, fully agrees to cooperate in all respects with all of the other contractors including the General Prime Contractor, to provide all data required, and to coordinate its Work activity with that of other contractors, in such manner and at such time as to not cause a delay in the Project. The General Prime Contractor is responsible for exercising any and all of DFD's rights and responsibilities under Article 12 of the General Prime Contract relating to the scheduling and coordination of Work on the Project.
- K. The Contractor, each separate contractor, and the State, shall be given the opportunity to schedule its own Work as conveniently as is consistent with the overall needs of the Project Schedule. However, the overall needs and

GENERAL CONDITIONS OF THE ASBESTOS ABATEMENT CONTRACTOR (AAC) CONTRACT

(REV 11/2016)

efficiency of the Project are superior to the rights of any separate Contracting entity to have its particular Work scheduled at any particular time. No Contracting party shall have a vested right to perform its Work at the time set forth in its proposed schedule.

- L. The Contractor shall be independently responsible for resolving any time related matters with its Subcontractors, suppliers, or others who may furnish supplies or services on the Project, as a result of contractual relations with the Contractor.
- M. The Contractor shall promptly give Notice to DFD of the failure of any entity to provide information or cooperation, which is required to achieve the scheduling requirements of the Contract Documents and completion of the Project within the allowable time identified in the Contract Documents. Contractor is put on Notice that failure to furnish data or cooperate in good faith with the General Prime Contractor or DFD is a MATERIAL BREACH OF CONTRACT and may be the basis for a Termination for Default under the procedures set forth in these General Conditions. In such cases DFD, in addition to, and not in lieu of the right to termination for default, may acquire the services of a scheduling specialist to perform any such duties and charge the cost thereof to the defaulting Contractor. In the event that DFD is required to acquire any replacement scheduling services, the defaulting Contractor shall conform to any revised schedule resulting therefrom.
- N. If there is a failure on the part of the Contractor to cooperate or coordinate its Work activities with those of others, each of the parties shall be responsible for its own costs to recapture any delay caused by such impact. If any such costs are incurred, the Contractor acknowledges its right to sue the parties which caused such damages by reason of their default or non-performance, or to be sued for damages caused by reason of their default or non-performance.
- O. In addition to the criteria set forth in these General Conditions, the full and complete performance of duties required to be performed under this Article 13, is a CONDITION PRECEDENT to the right of the Contractor to payment of any sums due to the Contractor. In the event of any delays by the Contractor or other breach hereof which gives rise to penalties and/or damages to the State, then in any such event DFD may offset such penalties and damages against the sums due or to become due the Contractor hereunder.
- P. The bonds furnished to secure these commitments shall be applicable to each and every one of these time and scheduling commitments and may be enforced by any person or entity who is entitled to enforce the bond as a matter of law and who is damaged as a result of breach of these commitments by the Contractor. The State shall not be responsible for the default of any Contractor and the remedies of any damaged party shall be limited to an action by the damaged Contractor against the defaulting Contractor and/or its bonding company, in addition to any other coverage for the bond.
- Q. Contractor is cautioned that the reporting requirements specified in or for the Schedule Requirements, are in addition to any such similar requirements set forth in the Articles hereof entitled, "REPORTS, RECORDS AND DATA", "QUALITY CONTROL & INSPECTION, and "NOTICE".
- R. In the event it becomes necessary to interpret this Article 13, the construction or interpretation shall strive to achieve the purpose for which this Article 13 was designed to accomplish, i.e. timely, effective and efficient performance of the Work under the Contract within the allowable time identified in the Contract Documents, and at no extra cost or inconvenience to any of the Contracting parties, if at all possible.

13. CONTRACTOR'S OBLIGATIONS AND SUPERINTENDENCE

- A. The Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, and superintendence, necessary to execute, complete and deliver the Work within the specified time.
- B. Where technically and economically feasible, the Contractor shall use the least hazardous materials, equipment, and processes to execute the Work. If materials are used which are considered an OSHA hazardous material, the Contractor shall comply with all OSHA rules and regulations.
- C. No materials or supplies which are to become part of the Work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage, conditional sale contract or other agreement by which a security

GENERAL CONDITIONS OF THE ASBESTOS ABATEMENT CONTRACTOR (AAC) CONTRACT

(REV 11/2016)

interest is retained by the seller. Upon Substantial Completion of the Work, good title to all materials and supplies incorporated into the Work shall be conveyed to the State, free and clear of all liens and encumbrances.

- D. Contractor's obligation for inspection and quality control shall be as provided for in Article 14, entitled "QUALITY CONTROL & INSPECTION", of these General Conditions.
- E. Contractor's obligation for scheduling of Work and coordination with other contractors or entities performing Work required for the completion of the Project shall be as provided for in Article 12, entitled "SCHEDULING AND COORDINATION OF WORK", of these General Conditions.
- F. Any Work necessary to be performed after regular working hours, on Sundays or Legal Holidays, for which the Contractor is responsible, shall be performed without additional expense to the State.
- G. The Contractor shall furnish, erect, maintain, and remove such temporary Works as identified in the General Requirements of the Contract.
- H. The Contractor shall give continuous personal superintendence to the Work and its performance at the site, or shall employ a construction superintendent or foreman, experienced in Work of the character covered by the Contract Documents, who shall have full authority to act for the Contractor.
- I. The presence and observation of the Work by DFD's Project Representative shall not relieve the Contractor of any obligations.
- J. The premises and surrounding area shall be kept reasonably free from accumulation of waste material or rubbish as specified in the General Requirements of the Contract.
- K. Unused and discarded materials shall be managed or disposed of as specified in the General Requirements of the Contract.
- L. If, in the opinion of DFD, the actions or Work of an employee of the Contractor are judged to be unsatisfactory, careless, incompetent, unskilled, in violation of any environmental or safety standards, or otherwise objectionable, the employee shall be removed from the Project or other corrective action taken upon Notice from DFD.

14. QUALITY CONTROL & INSPECTION

- A. The Contractor shall, except where a provision of the Contract Documents explicitly states to the contrary, have the full, complete and absolute responsibility and obligation for insuring that the Work performed by the Contractor and its Subcontractors strictly conforms to the requirements set forth in the Contract Documents. The Contractor shall maintain an adequate inspection and quality control system and shall perform such inspections as will ensure that the Work performed under this Contract conforms to the requirements of the Contract Documents.
- B. At the Pre-Construction Meeting, the Contractor shall provide DFD a full description of the Contractor's quality control and inspection system and method of implementation.
- C. Prior to the start of significant on-site work by Contractor, DFD's Project Representative, the Contractor's superintendent and the Subcontractor's foreman shall conduct a pre-installation conference. The purpose of the meeting is to review and discuss Contract requirements applicable to the Contractor and Subcontractor's work, samples required, level of quality necessary, and find answers to any questions that may arise. Such meeting is in addition to regularly-scheduled progress meetings and will be arranged on-site by DFD's Project Representative.
- D. The Contractor shall maintain complete inspection records and test data to ensure that quality of the Work is in strict compliance with the terms of the Contract Documents. These records shall be available to DFD's Project Representative at all reasonable times and places. The doctrine of "substantial conformity" to the quality requirements of the Contract Documents shall have no application, unless DFD accepts the Work in accordance with Paragraph 14.F.

GENERAL CONDITIONS OF THE ASBESTOS ABATEMENT CONTRACTOR (AAC) CONTRACT

(REV 11/2016)

- E. DFD reserves the right to conduct its own quality assurance verification, and to observe, inspect, and /or conduct tests relative to Contractor/Subcontractor performance. If, when conducting its own quality assurance program, DFD determines that the Work or a portion thereof, does not comply with requirements of the Contract Documents, DFD shall attempt to notify the Contractor of such deficiencies as soon as practicable. However, DFD's exercise of rights under this provision does not:
1. Relieve the Contractor of the responsibility for providing adequate inspection and quality control measures or the proper documentation of the occurrence of the events required to be tested or monitored in the performance of the Work required by the Contract Documents; and shall provide no basis for waiver or estoppel claims to be asserted against the State;
 2. Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
 3. Constitute or imply acceptance on the part of DFD;
 4. Affect the continuing rights of the State after acceptance of the completed Work, except as specifically stated to the contrary, in the Contract Documents.
- F. The presence or absence of DFD's Project Representative does not relieve the Contractor from any Contract requirement. If the Contractor desires waiver of any technical or Contract requirement or any other deviation from the strict requirements of the Contract Documents, a specific request for such waiver or deviation must be made to DFD's Project Representative for consideration.
- G. The Contractor shall, without charge, replace or correct Work found not to conform to the Contract Document requirements, unless in the public interest, DFD agrees to accept the non-conforming Work with an appropriate adjustment in the Contract price thereof. Such acceptance of non-conforming Work shall, whether the determination is to be made at the time of final completion or during the performance of Work, be based upon a determination by DFD that the deviation from Contract Document requirements does not adversely affect the integrity of completed Work.
- H. When DFD directs the Contractor to replace or correct rejected Work and the Contractor fails to take such action within the time period identified by DFD, DFD may:
1. Terminate this Contract for default under Article 28, hereof entitled "DFD'S RIGHT TO TERMINATE CONTRACT, or
 2. Suspend or stop the Work under Article 27, hereof entitled "DFD'S RIGHT TO SUSPEND, STOP, OR COMPLETE WORK".
- I. If, before acceptance, DFD decides to examine already completed Work by removing it, or removing other Work to expose it, the Contractor shall promptly furnish all necessary facilities, labor and material necessary to accomplish the examination. If the Work is found to be defective or non-conforming in any material respect due to the fault of the Contractor or its Subcontractor(s) or otherwise fails, in the judgment of DFD, to meet the requirements set forth in Paragraph 14.F., the Contractor shall be responsible for all costs associated with replacement or repair of the defective Work, including the costs of removing or tearing the Work out and satisfactory reconstruction. However, if the Work is found to meet Contract requirements, DFD shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of time.
- J. Costs caused by defective construction shall be borne by the Contractor.
- K. Unless otherwise specified in the Contract, DFD shall accept, as reasonably as practicable after completion and inspection, all Work completed under the Contract or that portion of the Work which DFD determines can be accepted separately.

GENERAL CONDITIONS OF THE ASBESTOS ABATEMENT CONTRACTOR (AAC) CONTRACT

(REV 11/2016)

15. SUBMITTALS

- A. The Contractor shall submit at the Pre-Construction Meeting a register listing all known submittals required for the project.
- B. When the Contractor makes a "Submittal" to describe how it will fulfill its responsibility under this Contract by submitting Shop Drawings, Samples, Cuts, Catalogues, Models, Mockups or other preliminary information, the following provisions shall apply:
 - 1. THE CONTRACTOR NOTES THE CONSPICUOUS NATURE OF THIS ARTICLE and agrees that these provisions are material provisions and are to be enforced, in the event of controversy, in such a manner as to place upon the Contractor the full, complete and total responsibility for the submittal's conformance with the requirements of this Contract, and suitability or usability of preliminary submissions by the Contractor, without regard to any DFD action or failure to act;
 - 2. All Submittals and supporting information shall be delivered to a party designated by DFD, who shall act on any such Submittal within ten (10) working days or notify the Contractor in writing, of the time required for such action if greater than the aforementioned ten (10) day period. Such designation shall take place at the Project Pre-Construction Meeting. Review of the Submittals for conformance with requirements of the Contract Documents shall be completed by the party responsible to DFD for Project design. A copy of all such submittal and transmittal forms shall also be sent to DFD's Project Representative;
 - 3. The Contractor shall make submittals in a timely fashion to assure completion of the entire Project within the allowable time specified in the Contract Documents. The timing of such Submittals shall be subject to the provisions of Paragraphs 12.C. and 12.H.
 - 4. Each Submittal by the Contractor shall contain the cover page included in the Specifications. Such cover page shall be signed by a representative of the Contractor responsible for review of the Submittal to assure compliance with requirements of the Contract Documents.
- C. Submittals shall be provided in response to requests for submittals by DFD, or whenever required by the Contract Documents.
- D. If the Contractor submits for approval items which do not strictly comply with the design requirements of Contract Documents, the Contractor shall provide all engineering or design information necessary for complete evaluation of the Submittal by DFD. If it is determined by the Contractor or DFD, that the services of a professional consultant, engineer or architect are required to provide such information, the Contractor shall acquire such services at its own expense.
- E. If the Contractor believes that requirements of the Contract Documents are in conflict with the manufacturer's recommended method of installation or application of specified materials, products, or systems, the Contractor shall indicate such possible conflicts at the time of submittal.

16. EQUALS AND SUBSTITUTIONS

- A. It is not the intention of DFD to limit or restrict competition by the use of any "Brand Name", reference to a particular manufacturer, process, technique, catalog number or other identifying information. Such proprietary specifications or use of "Brand Names" are intended to establish a level of quality or the minimum essential requirements to which the Contractor must conform, unless more explicit restrictions are stated to apply.
- B. When the Contract Documents list performance or functional characteristics in connection with Work to be performed, these characteristics are mandatory for reasons of design. Use of any "Equal" or "Substitution" shall be subject to the prior written approval of DFD.
- C. Material, equipment, or processes offered for use as an "Equal" or "Substitution" may be proposed by the Contractor in writing. Such proposals shall guarantee the proposed "Equal" or "Substitution" to be capable of performing the

GENERAL CONDITIONS OF THE ASBESTOS ABATEMENT CONTRACTOR (AAC) CONTRACT

(REV 11/2016)

duties of the originally specified material, equipment, or process. DFD shall respond to any such proposal as soon as practicable, but in no case later than seven (7) working days after receipt of such proposal.

- D. It shall be the sole responsibility of the Contractor to provide all documentation, regardless of type or quantity to clearly establish the qualifications of items proposed as "Equals" or "Substitutions" under this Article 16. If the value of the "Equal" or "Substitution" is less than the item specified in the Contract Documents, then an equitable reduction of the price of the Contract shall be made.
- E. When "Equals" or "Substitutions" are approved by DFD and incorporated into the Project by the Contractor, all costs incurred to 1) correct deficiencies in items, 2) provide for installation or hookup, or 3) to achieve performance specified in the Contract Documents, will be borne by the Contractor .
- F. Any substitute material or equipment installed by the Contractor without approval of DFD shall be subject to immediate removal and all costs required to conform to the Contract Documents shall be borne by the Contractor.
- G. The Contractor shall assume all liability and responsibility for any changes in the Work including agreed to Value Engineering changes, or additional Work, required to accommodate use of proposed and approved "Equals" or "Substitutions". DFD's approval of such "Equals" or "Substitutions" does not relieve the Contractor from the obligation to coordinate such changes with the Work of the General Prime Contractor or other contractors whose Work may be affected by them, and to pay all additional costs resulting from their inclusion in the Work, even if additional costs or Work become apparent after execution of the change or installation of the "Equal" or "Substitution". The Contractor's liability shall include payment of any additional costs incurred by the State, made necessary by, or directly connected to, such changes.

17. CHANGES IN THE WORK

- A. Except in cases of emergency, no changes in the Work required by the Contract Documents may be made by the Contractor without having prior approval of DFD.
- B. DFD may at any time, without invalidating the Contract and without Notice to Sureties, order changes in the Work by written Change Order or Field Order. Such changes may include additions and/or deletions.
- C. Where DFD desires to make changes in the Work through use of written Change Order, the following procedures shall apply:
 - 1. If requested by DFD, the Contractor shall prepare and submit a detailed proposal, including all cost and time adjustments to which the Contractor believes it will be entitled, if the change proposed is incorporated into the Contract. DFD shall be under no legal obligation to issue a Change Order for such proposal;
 - 2. The parties shall attempt in good faith to reach agreement on the adjustments needed to the Contract to properly incorporate the proposed change(s) into the Work. In the event that the parties agree on such adjustments, DFD may issue a Change Order and incorporate such changes and agreed to adjustments, if any;
 - 3. In some instances, it may be necessary for DFD to authorize Work or direct changes in Work for which no final and binding agreement has been reached and for which unit prices are not applicable. In such cases the following shall apply:
 - a. Upon written request by DFD, the Contractor shall perform the proposed Work;
 - b. The cost of such changes shall be determined in accordance with subparagraph 17.I.3.
 - c. In the event agreement cannot be accomplished as contemplated herein, DFD may authorize the Work to be performed by State forces or to hire others to complete the Work. Such action on the part of the State shall not be the basis of a claim by the Contractor for failure to allow it to perform the changed Work.

GENERAL CONDITIONS OF THE ASBESTOS ABATEMENT CONTRACTOR (AAC) CONTRACT

(REV 11/2016)

- D. Where changes in the Work are made by DFD through use of a Field Order, the Contractor shall as soon as practicable, and in no case later than ten (10) working days from the receipt of such order, unless another time period has been agreed to by both parties, give DFD written Notice, stating:
1. The date, circumstances and source of the Field Order; and,
 2. The cost of performing Work described by such Order, if any; and,
 3. Effect of the order on the required completion date of the Project, if any.
- E. The giving of each Notice by the Contractor as prescribed by this Article 17 shall be a CONDITION PRECEDENT to liability of the State for payment of any additional costs incurred by the Contractor in implementing changes in the Work. Under this Article 178, no order or statement of the State shall be treated as a Change Order, or shall entitle the Contractor to an equitable adjustment of the terms of this Contract or damages for costs incurred by the Contractor on any activity for which the Notice was not given.
- F. In the event Work is required due to an emergency as described in Article 7.B., the Contractor must request an equitable adjustment as soon as practicable, and in no case later than ten (10) working days of the commencement of such emergency.
- G. All Contractor requests for equitable adjustment shall be submitted to DFD's Project Representative in written form. Such requests shall set forth with specificity the amount of and reason(s) for the proposed adjustment and shall be accompanied by supporting information and documents. The review, resolution and payment of such requests shall be governed by Article 29.
- H. No adjustment of any kind shall be made to this Contract, if asserted by the Contractor for the first time, after the date of final payment.
- I. When DFD makes changes in the Work through written Change Order or Field Order, an amount to be added to or deducted from the Contract shall, at the sole discretion of DFD, be calculated using one of the following methods:
1. By unit prices stated in the Contract Documents or subsequently agreed upon by DFD and the Contractor; or
 2. By a lump sum agreed upon by the Contractor and DFD, which includes and is limited to the following:
 - a. **LABOR:** Actual labor rate includes the base rate, taxes, insurance and fringe benefits required by agreement or custom. Unit labor is the labor time anticipated to be expended to install the corresponding unit of actual materials, as taken from the appropriate column of a DFD pre-approved current national manual of labor units. Labor cost is the labor hours approved by DFD multiplied by the DFD pre-approved composite hourly labor rates;
 - b. **MATERIAL:** Actual material cost is the amount paid or to be paid by the Contractor for materials, supplies and equipment entering permanently into the Work, including cost of transportation and applicable taxes. This cost shall be substantiated by the Vendor/Supplier's verified invoices/quotes or by using a DFD approved current national pricing service, lowest column price, multiplied by 0.75. The cost shall not exceed the usual and customary cost for such items available in the geographical area of the project. DFD shall have the option of using either or both methods of substantiation to determine the cost to be used;
 - c. **LARGE TOOLS AND MAJOR EQUIPMENT:** Large tools and major equipment are those with an initial cost greater than \$1,000, whether from the Contractor or other sources. Allowable rental rate is the lesser of the Contractor's actual rental schedule pre-approved by DFD or a DFD approved nationally accepted manual of equipment rental rates, lowest column price, multiplied by 0.75. The rental rate shall not exceed the usual and customary amount for such items available in the geographical area of the project. Tool and equipment use time allowed is only for the extra Change Order work. Rental cost is the above tool and equipment time approved by DFD multiplied by the DFD pre-approved rental rates

GENERAL CONDITIONS OF THE ASBESTOS ABATEMENT CONTRACTOR (AAC) CONTRACT

(REV 11/2016)

also described above. When large tools and equipment needed for Change Order work are not already at the job site, the actual labor cost to get them there is also reimbursable;

- d. **BOND COST:** The cost is the actual rate paid for the separate 100% performance bond and 100% payment bond;
 - e. **SUBCONTRACTOR COSTS:** Subcontractor costs are for those subcontracted specialties required to complete the Change Order work, with maximum markups as outlined hereinafter;
 - f. **OVERHEAD AND PROFIT ALLOWANCE:** The maximum allowable markup on Change Order proposals is for overhead and profit and shall not exceed 15 percent. On that portion of the Work done under subcontract, the markup by the Contractor shall not exceed 7 1/2 percent. When the value of a Change Order proposal exceeds \$30,000, a declining scale will be used to negotiate the allowable combined overhead and profit margin. Where Change Order proposals involve a credit only, a reasonable allowance for overhead and profit are properly included as part of the downward adjustment for a deductive change exceeding \$15,000. The amount of such allowance is subject to negotiation.
 - g. **EXCLUSIONS:** All other Change Order expenses are part of the overhead and profit allowance which are not reimbursable as separate items and include the following:
 - (1) **CHANGE ORDER PREPARATION:** All costs associated with the processing of the Change Order are included in the overhead and profit allowance;
 - (2) **DESIGN, ESTIMATING AND SUPERVISION:** All such efforts, unless specifically requested by DFD as additional Work to be documented as a Change Order proposal or portion thereof, is included in the overhead and profit allowance;
 - (3) **INSTALLATION LAYOUT:** The layout required for the installation of material and equipment, installation design, is the responsibility of the Contractor and is included in the overhead and profit allowance;
 - (4) **SMALL TOOLS AND SUPPLIES:** The cost of small hand tools with an initial cost of \$1,000 or less along with consumable supplies and expendable items such as drill bits, saw blades, gasoline, lubricating or cutting oil, and similar items is included in the overhead and profit allowance;
 - (5) **GENERAL EXPENSE:** The general expenses, which are those items that are a specific job cost not associated with direct labor and material, is included in the overhead and profit allowance;
 - (6) **RECORD DRAWINGS:** The preparation of record or as-built drawings required is included in the overhead and profit allowance;
 - (7) **OTHER COSTS:** a) all association dues, assessments, and similar items are included in the overhead and profit allowance. b) All education, training, and similar items are included in the overhead and profit allowance. c) All drafting and/or engineering, unless specifically requested by DFD as additional Work to be documented as a Change Order proposal or portion thereof, is included in the overhead and profit allowance. d) All other cost items such as, but not necessarily limited to review, coordination, estimating and expediting, relative to Change Order proposals, are associated with field and office supervision and are included in the overhead and profit allowance.
3. By segregating the cost for Work performed and monitoring such costs. These costs shall be recorded daily, reported as a part of the Contractor's daily report procedure, and certified by DFD's Project Representative. Such costs shall be limited to those identified in subparagraph 17.I.2., except that actual rather than estimated labor expended and material installed shall be used in determining the cost adjustment.
- J. The Contractor shall provide DFD with costs for all proposed Change Orders as outlined in the "*Procedures for the Change Order Proposal*" document, to be provided by DFD to the Contractor at the Pre-construction meeting. Typical labor rates to be used shall be provided by the Contractor to DFD no later than submittal of the first payment request.

GENERAL CONDITIONS OF THE ASBESTOS ABATEMENT CONTRACTOR (AAC) CONTRACT

(REV 11/2016)

- K. The completion date is determined by DFD. The schedule, however, is the responsibility of the General Prime Contractor. Time extensions for extra Work will be considered when a schedule analysis shows that the Change Order places the Work beyond the completion date stated in the Notice to Proceed. Unless the cumulative time extensions for extra Work places the Work beyond the original completion time specified in the Instructions to Bidders, all extended overhead costs are included in the overhead and profit allowance. If significant scope changes occur which places the extra Work beyond the original completion time specified in the Instructions to Bidders, actual additional costs will be considered in accordance with Article 29, CLAIMS.

18. REPORTS, RECORDS AND DATA

- A. The Contractor shall submit to DFD's Project Representative daily Work activity reports for each day on which Work is performed by any employee or entity for which the Contractor is responsible. Such reports shall include all relevant data concerning the progress of Work activities for which they are responsible (including those of Subcontractors and suppliers), and the effect of that activity on the time of performance of the Contract or the cost thereof.
- B. Daily Work activity reports shall be completed and signed by the Contractor's job superintendent or other on-site representative authorized by the Contractor to make such reports, who shall be personally responsible for assuring that each such report is current, accurate and complete. The signature of the Contractor's representative shall constitute a warranty to DFD that, after suitable inquiry, to the best of their knowledge and belief, that all such data is current, accurate and complete as of the date of the report.
- C. The Contractor shall submit to DFD's Project Representative, schedules of quantities and costs, progress schedules, wage rates, reports, estimates, invoices, records and other data as DFD may request concerning Work performed or to be performed under this Contract if DFD determines such information is needed to substantiate Change Order proposals, claims, or to resolve disputes.

19. NOTICE REQUIREMENTS

- A. Except as otherwise expressly provided in the Contract Documents, all notices, demands and other communications that are required to be made or delivered to DFD shall be signed by or on behalf of the Contractor making or giving the same, and shall be deemed fully made and effective immediately upon presentation to DFD's Project Representative or the deposit thereof in the United States mail, postage prepared and addressed to DFD's Project Representative.
- B. The Contractor's presentation to DFD's Project Representative or mailing of such Notice to DFD's Project Representative is a CONDITION PRECEDENT to any liability of DFD for any actual or alleged breach of DFD's contractual obligations hereunder. The Contractor's failure to give such written Notice in the manner and time prescribed by the Contract Documents shall result in the waiver of any and all claims, demands and causes of action that the Contractor may have against DFD arising from or in connection with the actual or alleged breach.

20. TIME FOR COMPLETION OF THE PROJECT

- A. It is hereby understood and mutually agreed, by and between the Contractor and DFD, that the time for completion of the Work required by the Contract Documents is an ESSENTIAL CONDITION of this Contract.
- B. The Contractor agrees that the Work required by the Contract Documents will be prosecuted regularly and diligently at a rate of progress that will ensure its full completion within the time specified in the Contract Documents. It is expressly understood and agreed, by and between the Contractor and DFD, that the specified time period for completion of the Work described in the Contract Documents is a reasonable time for the completion of the Work, taking into consideration the average weather conditions and usual industrial conditions prevailing in the locality in which the Work is to be completed.
- C. When events occur which, in the opinion of the Contractor, prevent completion of a specific Work activity within the time period allowed by the Project Schedule, the Contractor shall request in writing, an extension of the specified time for completing that Work activity. All such requests shall be delivered to the General Prime Contractor within

GENERAL CONDITIONS OF THE ASBESTOS ABATEMENT CONTRACTOR (AAC) CONTRACT

(REV 11/2016)

ten (10) working days from the beginning of such delay, or within ten (10) working days from the time when the circumstance with potential for delay becomes reasonably known to the Contractor, whichever is earlier. The General Prime Contractor shall act on such requests as soon as practicable and notify DFD and Contractor of its decision; provided however, that nothing in this Paragraph shall be construed to authorize the General Prime Contractor to extend the time for completion of the Project without prior authorization of DFD.

- D. If any activity is delayed, or anticipated to be delayed, thereby delaying the completion of the entire Project, the General Prime Contractor shall have the right to order the Contractor to take action as may be necessary to recapture any delay. Such action shall include, but not be limited to:
 - 1. Increase in staffing
 - 2. Increase in shifts, hours of Work, or number of days of Work
 - 3. Use of available float
 - 4. Changing the sequence of Work activities
- E. Costs caused by delays or improperly timed activities shall be borne by the party responsible therefor, and Change Orders, as deemed appropriate by DFD, shall be issued in accordance with Article 17 of these General Conditions.
- F. Costs for acceleration of Work activities to allow completion of the Project in less time than that allowed by the Contract Documents shall be borne by the party requesting such acceleration or early completion. No claim for delay shall be valid against DFD for compensation for delayed completion which extends completion beyond the early finish date, but which does not continue beyond the stated time for completion as set forth in the Contract.
- G. Where abnormal weather conditions may have substantially contributed to the delay of Project completion, such determination shall only be made by DFD upon written request by the General Prime Contractor, and by comparing the total season in which such weather occurs with the average of the previous five years. Where DFD determines that weather has substantially delayed Work, thereby delaying completion of the Project within the time specified in the Contract Documents, DFD shall extend the allowable time for completion an amount equal, in the opinion of DFD, to the delay caused by such weather conditions. Extension(s) in the allowable time for completion, when granted by DFD as a result of abnormal weather conditions, shall not be cause for any request for additional compensation by the Contractor.
- H. Where, under the Contract, DFD extends the amount of time specified for completion of the Project, the new time limit fixed by such extension shall be the essence of this Contract.
- I. Time extensions and associated adjustments in the Contract Documents which are implemented by, or based on Change Orders and Field Orders for which an overhead allowance would otherwise be permitted hereunder, shall not include any allowance for extended and unabsorbed overhead costs.
- J. Permitting the Work or any part of it to continue 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 DFD, of any of DFD's rights under the Contract or a waiver of any default by the Contractor.
- K. If the Contractor fails to complete the Work within the time specified in the Contract and such failure is due to reasons which were not beyond the reasonable control of the Contractor or if the Contractor fails to complete the Work within the time specified in the Contract and fails to make the written request as provided for in Article 20 (C), then in any such event the Contractor shall pay to DFD actual damages. When such damages can be reasonably predetermined, the amount will be indicated in the Supplementary General Conditions.
- L. If DFD terminates the Contract, or suspends or stops Work in accordance with Paragraphs 27.B. or 28.A. due to the fault of the Contractor, the damages described in paragraph (M) above, shall be assessed for each day (or any part thereof) such Work is stopped on the Project. If DFD does not elect to terminate the Contract or to suspend or stop the Work, the damages shall be assessed for each day of delay in Substantial Completion.

GENERAL CONDITIONS OF THE ASBESTOS ABATEMENT CONTRACTOR (AAC) CONTRACT

(REV 11/2016)

- M. Nothing contained herein shall be construed as limiting the right of the State to recover actual damages sustained as a result of any delay by the Contractor, which exceed the amounts specified in the Supplementary General Conditions.
- N. DFD may, at its discretion, waive damages due the State, or any portion thereof.

21. USE AND POSSESSION PRIOR TO COMPLETION

- A. DFD shall have the right to authorize possession or use of any completed or partially completed part of the Work. Before the State takes possession or uses any part of the Project:
 - 1. DFD and the Contractor shall prepare a list of items of Work remaining to be performed or corrected on those portions of the Project that the State intends to take possession of or use;
 - 2. Failure to include on this list any item of Work clearly required to be performed by the Contractor shall not relieve the Contractor of responsibility for complying with the terms of the Contract;
 - 3. The State's possession or use shall not be deemed an acceptance of any Work under the Contract Documents.
- B. While the State has such possession or use, the Contractor shall be relieved of the responsibility for loss or damage to the Work resulting from the State's possession or use.

22. SUBSTANTIAL COMPLETION

- A. Prior to any Contractor request for final inspection by DFD, the Contractor shall conduct an inspection to determine if building systems are functional, Work activities complete, and the Work product is in strict accordance with the requirements of the Contract Documents. If, in the course of this inspection, items are identified which are in need of repair, replacement, correction, or completion, the Contractor shall make every attempt to complete or correct those items prior to any request for DFD inspection of the Work or Certification of Substantial Completion.
- B. When the Contractor considers that the Work or a designated portion thereof, is Substantially Complete, the Contractor shall provide written Notice and Request for Inspection to DFD. Such Notice shall include a list of all known incomplete and non-conforming work along with a schedule for completing each item as appropriate. Upon the receipt of the Contractor's Notice, DFD will make an inspection to determine whether the Work or designated portion thereof is Substantially Complete. If, during such inspection, DFD identifies items not complete, in need of correction, replacement, or otherwise not in accordance with the requirements of the Contract Documents, the Contractor shall complete or correct such items. After completion of such punch list items, the Contractor may request subsequent inspection by DFD.
- C. When in the judgment of DFD, the Work or designated portion thereof, is Substantially Complete, DFD will prepare a Certificate of Substantial Completion, establishing the responsibilities of the State and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance.
- D. Where items have been identified which are not complete or are in need of correction, DFD may, at its sole discretion declare the Work or designated portion thereof, Substantially Complete, noting such deficiencies. In such case, the Certificate of Substantial Completion shall fix the time within which the Contractor shall finish all items not completed or corrected.
- E. At the time DFD declares the Work or designated portion thereof Substantially Complete, the Contractor may request payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

23. FINAL COMPLETION AND FINAL PAYMENT

- A. Prior to Request for Final Payment, the Contractor shall provide a Certification that all debts and claims against this Project have either been paid in full or otherwise satisfied and give final evidence of release of all liens against the

GENERAL CONDITIONS OF THE ASBESTOS ABATEMENT CONTRACTOR (AAC) CONTRACT

(REV 11/2016)

Project, the State, and all proceeds payable hereunder. The Contractor shall certify upon such payment request that the data contained therein is current, accurate, and complete. Contractor shall permit, if requested by DFD, the final inspection to be jointly conducted by the Contractor and DFD's Project Representative. Contractor shall give Notice at least 72 hours in advance of the time set for final inspection.

- B. Upon completion of the project and before receiving final payment for work on the project, the Contractor shall file with DFD an affidavit stating that the Contractor has complied fully with Section 103.49(4r) Wis. Stats. and that the Contractor has received an affidavit from each of the Contractor's agents and Subcontractors stating that they also have complied fully with Section 103.49(4r) Wis. Stats.
- C. As a CONDITION PRECEDENT to Final Payment, all corrective action to remedy deficiencies in the Work required by Contract Documents and Work identified on the punch list must have been completed. In addition, where required by Contract Documents, all training of the user agency's staff in the proper operation and maintenance of the Work shall have been completed, Operating and Maintenance Manuals and Instructions as well as drawings marked up to reflect "as built" conditions must have been transmitted to DFD's Project Representative, and all Warranty certificates signed and presented for DFD acceptance.
- D. When to the satisfaction of DFD, the Work has been completed, and is of the quality required by the Contract Documents; DFD may authorize payment of all sums then due the Contractor. Receipt of the final payment, as provided for herein shall constitute a waiver of any and all claims against the State arising out of, under, or incident to the Work performed under the Contract.
- E. If the Contractor fails to submit a Request for Final Payment or make satisfactory arrangements with DFD within thirty (30) calendar days of notification, no further payments will be made and the Contract will be closed. The last Request for Certification for Payment will be considered the Final Payment under the terms and conditions of the Contract.
- F. The authorizing of Final Payment by DFD shall constitute the final acceptance of the Work but shall not constitute a waiver of any claims by DFD including, but not limited to the following:
 - 1. Outstanding lien claims or claims for liens;
 - 2. Defective Work which was specifically identified before the making of final payment;
 - 3. Defects which result from the Contractor's failure to perform the Work in strict accordance with the Contract Documents;
 - 4. Any warranty or guarantee required by the Contract Documents;
 - 5. Any other right surviving the State as to which the Contractor was specifically given notice before or during the final inspection and final payment process;
 - 6. Rights surviving to the State as a matter of law.

24. WARRANTIES

- A. The Contractor Warrants to DFD that all materials and supplies used in the Work are free from all liens, claims or encumbrances, and good title to materials and supplies is retained by the Contractor and shall be conveyed to DFD on or before the date of Substantial Completion.
- B. The Contractor Warrants to DFD that all materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

GENERAL CONDITIONS OF THE ASBESTOS ABATEMENT CONTRACTOR (AAC) CONTRACT

(REV 11/2016)

- C. Printed, signed copies of Manufacturer's warranties which are required by the Contract Documents shall be presented to DFD prior to approval of final payment.
- D. All warranties, including manufacturer's warranties and Contractor warranties shall take effect on the date of Substantial Completion and shall remain in effect for a period of one (1) year thereafter, unless Contract Documents specifically require a different warranty period.
- E. If any part of the Work is declared Substantially Complete by DFD, and the user agency takes possession of that portion of the Work before completion of the entire Project, the warranty for that portion of the Work shall continue for a period of one (1) year from the date of Substantial Completion for that portion of the Work, unless Contract Documents specifically require a different warranty period.
- F. The Contractor shall remedy at the Contractor's expense, any defect in the Work. In addition, the Contractor shall remedy at the Contractor's expense, any damage to State owned or controlled real or personal property, when the damage is the result of:
 - 1. The Contractor's failure to conform to Contract Document requirements; or
 - 2. Any defect in equipment, material, Workmanship or design furnished by the Contractor or Subcontractor or supplier, regardless of tier.
- G. The Contractor shall warrant any Work restored or replaced due to damage caused in fulfilling the terms and conditions of this Article 24, or during performance of any Work required by the Contract Documents. The Contractor's warranty with respect to Work repaired or replaced will run for one (1) year from the date of Substantial Completion of said repair or replacement.
- H. DFD shall notify the Contractor, in writing, within a reasonable time after discovery of any failure, defect or damage.
- I. If, after the receipt of Notice of a claim under this warranty, the Contractor fails to remedy any failure, defect or damage within a time judged reasonable by DFD, DFD shall have the right to replace, repair or otherwise remedy the failure, defect or damage, at the Contractor's expense.
- J. All warranties under this Contract or in any related to this Contract, express or implied, shall be obtained for and shall be subject to direct enforcement by DFD. The Contractor shall provide in each subcontract, or other purchase agreement, for the assignment to DFD of all such warranties and for the right of enforcement by DFD. In addition, if necessary the Contractor shall:
 - 1. Obtain for the State's benefit all warranties that would be given in normal commercial practice;
 - 2. Require all warranties to be executed, in writing, for the benefit of the State, if so directed by DFD;
 - 3. Enforce all warranties for the benefit of the State, if directed, to do so, by DFD;
 - 4. Obtain for the State's benefit, all warranties given by any Subcontractor or supplier, at any tier, if such warranty is in excess of the one (1) year warranty period set forth herein.
- K. Unless a defect is caused by the negligence of the Contractor, Subcontractor, or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the State.
- L. This warranty shall not limit the State's rights under Articles entitled:
 - 1. Article 14 - "QUALITY CONTROL & INSPECTION"
 - 2. Article 25 - "PAYMENTS TO CONTRACTOR"
 - 3. Article 26 - "PAYMENTS BY CONTRACTOR"

GENERAL CONDITIONS OF THE ASBESTOS ABATEMENT CONTRACTOR (AAC) CONTRACT

(REV 11/2016)

- M. Defects in design or manufacture of equipment specified by DFD on a "Brand Name" basis shall not be included in this warranty. In this event, the Contractor shall require any Subcontractors, manufacturers or suppliers thereof to execute their warranties, in writing, directly to DFD.

25. PAYMENTS TO CONTRACTOR

- A. Payments to Contractors under the Contract Documents will be made as provided for in Sect. 16.855(19)(a) Wis. Stats., as the Work progresses on this Project. Payment requests from Contractors will be processed monthly, except for special circumstances approved by DFD. The Contractor seeking payment must perform all of the conditions required for payment and must have met the obligations which are necessary to qualify for any partial payments.
1. No Contractor whose Work is deficient or whose Work fails to conform to the quality standards set forth in the Contract Documents, shall be entitled to interim, progress or partial payments;
 2. As a CONDITION PRECEDENT to entitlement to payment, each Contractor shall, at the request of DFD, submit satisfactory evidence to establish that the sum set forth in any application for payment represents the "Proportionate Value" of Work completed;
 3. The Contractor shall certify each request for payment, as being a true, accurate and complete statement of account as of the date on which the certificate was made, and that the stated sums are then earned and payable to the Contractor;
 4. The Contractor shall certify that it holds clear title to all property of every description which serves as the basis for the application for payment. Contractor warrants that titles to any such property is being transferred to the State free and clear of all liens. If requested by DFD, the Contractor shall produce satisfactory evidence of transfer of title from suppliers or Subcontractors to the Contractor, without reservation, or with adequate waiver of lien. These payments may include any fabricated or manufactured materials and components specified, previously paid for by Contractor and delivered to the site, properly stored, and suitable for incorporation into the Work embraced in the Contract;
 5. All material and Work, title to which has been transferred to the State as a result of the making of a partial payment, shall become the sole property of the State. Nothing in this Article shall be construed as relieving the Contractor from the risk of loss or damage to any such property. The Contractor shall have the sole responsibility for obtaining proper insurance on, as well as the responsibility for the care and protection of materials and Work upon which payments have been made. The Contractor shall be responsible for the restoration of any damaged Work. Nothing herein shall operate as a waiver of the rights of DFD to require fulfillment of all of the terms of the Contract.
 6. As soon as possible after the notice to proceed is received, the Contractor shall submit to DFD's Project Representative a cost breakdown of the proposed values for work to be performed, as prescribed by the Contract Documents and in the detail requested by DFD. The cost breakdown items shall reflect actual work progress stages as closely as feasible which, if approved by DFD, will become the basis for construction progress payments.
- B. All requests for payment shall be submitted to DFD's Project Representative. To expedite payment of sums due under the Contract, the Contractor and DFD's Project Representative shall, where possible jointly review any such request for payment at the site, inspecting the Work, if necessary to determine the validity of the request or modifications to the request which are necessary to accurately represent the value of Work completed in accordance with the Contract Documents.
- C. The Contractor shall furnish any and all accounting records requested by DFD to validate all or any part of any request for payment. The Contractor shall maintain these accounting records for period of three (3) years from the date DFD authorizes final payment.

GENERAL CONDITIONS OF THE ASBESTOS ABATEMENT CONTRACTOR (AAC) CONTRACT

(REV 11/2016)

- D. For the purposes of this Article 25, requests for payment may include any fabricated or manufactured materials or components specified, previously paid for by the Contractor and delivered to the Work site, or properly stored and suitable for incorporation in the Work embraced in the Contract Documents. The Contractor shall identify the method of storage for such materials and shall complete an "Off-site Storage Agreement" form which is available from DFD. Proper evidence of insurance shall be presented to protect the interest of the State. If payment is intended to be requested for any off-site storage items, such items shall be listed as separate lines in the request and certification for payment, cost breakdown.
- E. If separate prices are set forth in the Contract Documents for identifiable items of Work, payment for such prices shall be made at the time of completion of those items of Work. Payment under this Paragraph (E) shall be an interim payment until the time of Final Payment and acceptance of the Work by DFD.
- F. As the work progresses under the Contract for construction of a project the department, from time to time, shall grant to the Contractor an estimate of the amount and proportionate value of the work properly completed, which shall entitle the contractor to receive the amount, less the retainage, from the proper fund. The retainage shall be an amount equal to not more than 5% of the estimate until 50% of the work has been completed. At 50% completion, no additional amounts shall be retained, and partial payments shall be made in full to the contractor unless the department certifies that the job is not proceeding satisfactorily. At 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, any amount retained shall be paid to the Contractor, less the value of any required corrective work or uncompleted work. For the purposes of this section, estimates may include any fabricated or manufactured materials and components specified, previously paid for by Contractor and delivered to the work or properly stored and suitable for incorporation in the work embraced in the contract.
- G. Nothing herein shall preclude DFD from deducting from any request for payment such amounts as will properly represent the value of Work which fails to meet the quality standards of the Contract Documents or which the Contractor fails to complete.
- H. In the event DFD receives Notice from any person, contractor, Subcontractor, or other third party, that the Contractor has failed to pay such person(s) for Work performed in accordance with the Contract Documents, the Contractor shall, at the request of DFD, and in no more than 10 calendar days, provide all documentation DFD believes necessary to determine whether such payment is due, or reasons for non-payment of disputed amounts. In the event DFD determines the claim to be valid and payment is due, or in the absence of aforementioned documentation, DFD may authorize direct payment of any unpaid bills, withholding from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such claims until satisfactory documentation is furnished that all liabilities have been fully discharged or reasons for non-payment of disputed amounts are provided by the Contractor. In no event shall these provisions be construed to impose any obligations upon the State to either the Contractor or the Contractor's Surety.
- I. In paying any unpaid bills of the Contractor relating to the Work, the State shall be deemed the agent of the Contractor, and any payment so made by the State, shall be considered as a payment made under the Contract by the State to the Contractor for its account and the State shall not be liable to the Contractor for any such payment made in good faith.
- J. The Contractor agrees to indemnify and hold the State harmless from all claims growing out of lawful demands of other contractors, Subcontractors, laborers, Workers, mechanics, material persons, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the performance the Work required by Contract Documents.
- K. The Contractor shall, at DFD's request, furnish satisfactory evidence that all obligations of the nature designated above, have been paid, discharged or waived.

GENERAL CONDITIONS OF THE ASBESTOS ABATEMENT CONTRACTOR (AAC) CONTRACT

(REV 11/2016)

26. PAYMENTS BY CONTRACTOR

- A. Not more than seven (7) calendar days following the receipt of each Payment authorized by DFD, the Contractor shall make payment to each and every person or entity who furnished goods or services for the progress of the Work on the Project, the value of which goods or services were included in the Contractor's "Request and Certification for Payment" under Article 25 or who by law or contract, payment is due upon the receipt of the payment most recently received from the State
- B. Upon request of DFD, satisfactory evidence of payment under this Article 26 shall be furnished to DFD forthwith.
- C. The Contractor shall insert a provision requiring payment in the manner herein specified for the Contractor in all subcontracts and shall require Subcontractors to include a like provision in all contracts with Subcontractors or suppliers, regardless of tier.

27. DFD'S RIGHT TO SUSPEND, CORRECT, OR COMPLETE WORK

- A. DFD may order the Contractor, in writing, to suspend or delay all or any part of the Work of the Contractor for the period of time that DFD determines appropriate for the convenience of the State.
 - 1. If the Contractor determines that the cost of the Work is altered by such suspension, or the time for completion of such Work is altered or delayed, the Contractor shall provide Notice to DFD of any such costs or delay;
 - 2. Such Notice shall be made within ten (10) calendar days of the order to stop or suspend Work;
 - 3. Provision of such Notice to DFD shall be a CONDITION PRECEDENT to any State liability for increased costs, delay, or time extension.
- B. In the event that any of the Work in progress, or Work already completed by the Contractor, is determined by DFD to be of substandard quality, defective, or otherwise in violation of requirements of the Contract Documents, or in the event that the Contractor fails or refuses to complete Work required by the Contract Documents, DFD may serve written Notice upon the Contractor requiring that corrective action be taken by the Contractor to remedy, correct, complete, or replace such Work.
 - 1. The Contractor shall have ten (10) calendar days after the serving of such Notice within which to take corrective action or to make arrangements judged satisfactory by DFD for the corrections to be made. The Contract shall terminate in accordance with the provisions of Paragraph 28.A. if corrective action is not taken or other arrangements, judged satisfactory by DFD, are not made by the Contractor;
 - 2. If the Contractor fails within the ten (10) calendar day period after receipt of written Notice to commence and continue correction of such default or neglect with diligence and promptness, DFD may order the Contractor to stop the Work or any portion thereof until the cause for such order has been eliminated. DFD may then, without prejudice to other remedies DFD may have, correct such deficiencies through whatever means necessary;
 - 3. The cost of any corrective action, replacement, or repair shall be chargeable to the Contractor and its Surety. In such cases DFD may deduct from payments then or thereafter due the Contractor the cost of correcting such deficiencies, compensation for the State's additional services and expenses made necessary by such default, neglect or failure. Such action by the State shall not prevent the State from recovery of other damages or penalties sustained as a result of the Contractor's default or neglect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor and its Surety shall pay the difference to the State;
 - 4. If, after suspension of the Work, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the State under Paragraph 28.B.

GENERAL CONDITIONS OF THE ASBESTOS ABATEMENT CONTRACTOR (AAC) CONTRACT

(REV 11/2016)

- C. The right of DFD to stop or suspend the Work shall not give rise to a duty on the part of DFD to exercise this right for the benefit of the Contractor or any other person or entity.
- D. DFD may exercise any and all rights or remedies provided for herein, by law or in equity, either concurrently or singly in its sole discretion.

28. DFD'S RIGHT TO TERMINATE CONTRACT

- A. In the event that any of the provisions of this Contract, including time for completion, are violated by the Contractor, DFD may serve written Notice upon the Contractor and the Surety, of its intention to terminate this Contract, including the reasons for such intention to terminate. The Contractor shall have ten (10) calendar days after the serving of such Notice within which to cease the default or violation, to take corrective action, or to make arrangements judged satisfactory by DFD for the corrections to be made. Contract shall terminate upon expiration of the said ten (10) calendar day period if corrective action is not taken by the Contractor.
 - 1. In the event of termination of the Contract, DFD shall immediately serve Notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract subject to DFD's approval;
 - 2. The Surety shall take over and perform the Contract without need for further agreement with DFD. All Subcontractors shall be subject to approval of DFD in accordance with Article 11. DFD will not consider a Contractor or a subsidiary of a Contractor whose contract was terminated as a qualified, responsible Subcontractor.
 - 3. Within ten (10) calendar days after the serving of such Notice of termination, the Surety shall provide DFD with a comprehensive plan for completion of the Work required by the Contract Documents. Such plan must include performance of the Work within a time period acceptable to DFD. In the absence of such a plan, DFD may take possession of materials, appliances, and facilities as may be on the site of the Work, and complete the Work by whatever means necessary;
 - 4. All costs for completion of the Work and any additional damages sustained by the State thereby shall be at the expense of the Contractor and its Surety.
- B. Notwithstanding any contrary provision of the Contract or these General Conditions, DFD shall also have the right, exercisable by it in its sole discretion, to terminate this Contract at any time without cause following the expiration of thirty (30) calendar days after written Notice to the Contractor. In such event, the Contractor shall be paid for all Work performed to the effective date of termination, and any "Reimbursable Expenses" outstanding as of the date of termination. The term "Reimbursable Expenses" shall include the cost of personal property or materials which meet requirements of the Contract Documents and have been purchased by the Contractor for incorporation into the Work but not yet incorporated therein; lease payments due to an unaffiliated third party lessor for equipment provided to the Project, where the lease term extends beyond the termination date of this Contract and the Contractor is unable to terminate said lease; and other costs approved by DFD. Reimbursable Expenses do not include lost profits or payments due to Subcontractors for any period of time subsequent to termination of the Contract. Upon payment of the Reimbursable Expenses, the Contractor shall deliver to the State any materials or personal property for which said payment has been made.
- C. The right of DFD to terminate the Contract shall not give rise to a duty on the part of DFD to exercise this right for the benefit of the Contractor or any other person or entity.
- D. DFD may exercise any and all rights or remedies provided for herein, by law or in equity, either concurrently or singly in its sole discretion.

29. CLAIMS

- A. The Contractor shall be barred from asserting or pursuing any claims, demands and causes of action against the State unless the Contractor complies with the following requirements:

GENERAL CONDITIONS OF THE ASBESTOS ABATEMENT CONTRACTOR (AAC) CONTRACT

(REV 11/2016)

1. First, the Contractor shall present its claim to DFD's Project Representative who shall have twenty one (21) calendar days after presentation of the claim to act thereon or notify the Contractor in writing of the additional time required for such action if greater than the aforementioned twenty one (21) day period. Failure by DFD's Project Representative to so act within the aforesaid period of time shall constitute a rejection of the Contractor's claim;
 2. If the Contractor's claim is rejected by DFD's Project Representative the Contractor may appeal it in writing to the Administrator of Division of Facilities Development. Any such appeal shall be made within twenty one (21) calendar days after it is rejected by DFD's Project Representative. If no such appeal is made, the decision of DFD's Project Representative shall become final and binding and the Contractor shall waive its right to pursue the claim further;
 3. If the Contractor files a timely appeal of the decision of DFD's Project Representative, the Administrator of the Division of Facilities Development, shall act on the Contractor's claim within fourteen (14) calendar days or notify the Contractor in writing, of the time required for such action if greater than the aforementioned fourteen (14) day period. Failure by the Administrator of the Division of Facilities Development to so act within the aforesaid period of time shall constitute a rejection of the claim;
 4. If the Contractor's claim is rejected by the Administrator of the Division of Facilities Development, the Contractor shall, as a CONDITION PRECEDENT to filing suit against the State, comply with the two-step claims resolution procedure set forth in Wis. Stat. §§ 16.007 and 775.01.
- B. Any judicial action relating to the construction, interpretation, or enforcement of the Contract Documents including, without limitation, the Contractor's claims, demands and causes of action for additional construction costs, delay damages and other amounts owned hereunder, shall be brought and venued in the Dane County Circuit Court in Madison, Wisconsin. The Contractor hereby consents to personal jurisdiction in that venue, and waives any defenses that the Contractor otherwise might have relating thereto.
- C. The Contractor hereby waives its right to a jury trial in connection with any judicial action or proceeding that may arise by and between the State and the Contractor concerning the construction, interpretation or enforcement of the Contract Documents including, without limitation, any claims, demands or causes of action that the Contractor hereafter may assert against the State for additional construction costs, delay damages and other amounts.
- D. The Contractor shall proceed diligently with the performance of the Work, as directed by DFD, pending the final decision of DFD's Project Representative, the Administrator of the Division of Facilities Development, the State Claims Board, the Legislature and any subsequent judicial action or appeal.
- E. It is recognized by DFD and Contractor that performance of DFD's duties may require or cause the interruption or suspension of the Work for periods other than the reasonable time allowed under Article 27. In the event of such interruption or suspension, DFD and the Contractor shall negotiate in good faith in an effort to agree upon the additional construction costs and other amounts, if any, that shall be paid the Contractor because of the interruption or suspension of Work. Anything in the Contract Documents to the contrary notwithstanding, however, it is expressly understood and agreed that:
1. The total amount recoverable by and payable to the Contractor shall be limited to an amount equal to the sum of:
 - a. The additional construction costs and other amounts actually incurred by the Contractor because of DFD's actions and omissions; plus
 - b. A maximum overhead and profit allowance equal to fifteen (15) percent of the sum of additional construction costs and other amounts.

GENERAL CONDITIONS OF THE ASBESTOS ABATEMENT CONTRACTOR (AAC) CONTRACT

(REV 11/2016)

2. Overhead costs for extended or unabsorbed overhead shall not be used as the basis for calculating or determining the amount of any additional construction costs or other amounts recoverable by or payable to the Contractor; and
 3. By entering into this Contract with DFD, the Contractor hereby waives any rights that it otherwise might have to pursue recovery of overhead costs for extended or unabsorbed overhead from DFD.
- F. DFD and the Contractor shall act in good faith to efficiently and fairly resolve claims and disputes arising under the Contract in order to avoid wherever possible, formal legal proceedings.

30. INSURANCE

- A. Contractor shall not commence Work under this Contract until the Contractor has obtained all the insurance required hereunder. Such insurance must be approved by DFD. The company providing the insurance must be lawfully authorized to do business in Wisconsin and/or be approved by DFD with a minimum A.M. Best rating of (A-) and Financial Size Category of at least IX.

1. Worker's Compensation Insurance:

a. The Contractor shall procure and maintain during the life of this Contract, and shall require all Subcontractors to maintain, Worker's Compensation Insurance as required by State of Wisconsin Statutes and any applicable Federal Act coverage such as Longshoremen's and Harbor Workers Act, Jones Act or Admiralty Act for all employees engaged in Work associated with the Project under this Contract. Minimum coverage is specified below under paragraph A.5.

b. The Contractor shall procure and maintain during the life of this Contract, and shall require all Subcontractors to maintain, Employer's Liability Insurance. Minimum coverage is specified below under paragraph A.5.

2. Commercial General Liability Insurance and Excess Liability-Umbrella:

a. The Contractor shall maintain during the life of this Contract, and until two years after completion of this Contract, Commercial General Liability Insurance, including Products and Completed Operations for all claims that might occur in carrying out the Contract. Such policy shall include coverage for loading and unloading; demolition; and hoist, either as part of the form or by endorsement. Such coverage shall be of the "occurrence" type form. Minimum coverage is specified below under paragraph A.5. .

b. The Contractor's insurance carrier must document on the certificate of insurance: The insurer has been notified of the Contractor's involvement in asbestos abatement work and the coverage in effect for this project specifically includes insurance coverage for asbestos abatement activities

c. The Contractor's Commercial General Liability and Umbrella Insurance shall apply to the provisions of indemnity obligations under Section 37 of these General Conditions.

d. Such Commercial General Liability coverage shall include employees of the Contractor as insureds. All Employees, partners, individuals, any managers on project site must be included for coverage.

e. The Contractor(s) shall either (1) require each Subcontractor to procure and maintain Commercial General Liability Insurance and Excess Liability equal to that required in paragraph A.2.a. or (2) Insure the activities of the Subcontractor(s) in the Contractor's policy. The Contractor(s) policy shall include coverage for Independent Contractors.

3. Auto Liability Insurance:

a. The Contractor(s) shall procure and shall maintain during the life of the Contract, Commercial Automobile Liability Insurance for all owned, non-owned and hired vehicles that are used in carrying out the Contract. An

GENERAL CONDITIONS OF THE ASBESTOS ABATEMENT CONTRACTOR (AAC) CONTRACT

(REV 11/2016)

MCS 90 endorsement and CA 9948 endorsement must be attached if hazardous materials or waste are to be transported. Minimum coverage is listed in Paragraph A.5.

b. The Contractor shall require each Subcontractor to procure and maintain Commercial Auto Liability insurance equal to that required in paragraph A.3.a.

4. Contractors Pollution Liability (CPL)

a. Contractor shall maintain contractors' pollution liability coverage applicable to the Project with minimum coverage as listed in paragraph A.5.

b. CPL coverage shall be on an occurrence basis, and shall include provisions for a 10-year period of completed operations.

5. Pollution Legal Liability (PLL)

If the scope of services in this contract requires the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator or asbestos abatement contractor, upon request of DFD, must furnish a certificate of insurance for Pollution Legal Liability (PLL) insurance with coverage for:

a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;

b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

c. defense costs including costs, charges, and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.

d. the Pollution Legal Liability policy must be written on a claims made form, and the "State of Wisconsin, its officers, employees and agents" must be included as an additional insured. Minimum requirements are listed in Paragraph A.5.

e. for losses that arise from the insured facility that is accepting the waste under this contract.

Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waster materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in BODILY INJURY or PROPERTY DAMAGE.

6. Minimum Limits Required:

The minimum required limits do not represent the coverage and limits necessary to protect the Contractor. The limits should not be construed in any way to limit the Contractor's liability to the State.

TYPE	Limits
Worker's Compensation	Statutory to all states the work is being performed
Federal	As Applicable
Employers Liability	\$ 1,000,000 Occurrence
Commercial General Liability	\$ 1,000,000 Occurrence \$ 1,000,000 Products Aggregate \$ 1,000,000 Personal Injury

GENERAL CONDITIONS OF THE ASBESTOS ABATEMENT CONTRACTOR (AAC) CONTRACT

(REV 11/2016)

	\$ 50,000 Fire Damage \$ 2,000 Medical Expense Per Person
Automobile Liability	\$1,000,000 Combined Single Limit MCS 90 endorsement required. CA 9948 endorsement required
Umbrella Liability	\$5,000,000 Aggregate
Contractors Pollution Liability (CPL)	\$5,000,000 per Occurrence/Aggregate Must include 10-years completed operations
Pollution Legal Liability (PLL)	\$ 2,000,000 per loss, \$4,000,000 annual aggregate for disposal at non-hazardous treatment, storage and disposal facilities (TSDFs)

7. The Commercial General Liability and/or Umbrella, Automobile Liability, and Contractor's Pollution Liability policies described above shall include the State as an Additional Insured as respects the activities carried out under this Contract.
8. Proof of Insurance: The Contractor(s) shall provide a certificate of insurance to DFD from a company lawfully authorized to do business in the State of Wisconsin indicating coverage is in place at the limits set forth in this Article. The insurer shall give DFD thirty (30) day notice of cancellation or changes in coverage. The insurance certificate shall be provided before commencement of the Contract. If the Contractor is self-insured, audited financial records will need to be provided that clearly demonstrate the financial ability to cover losses up to the limits of insurance required. Contractor(s) shall also be required to disclose deductibles or Self-Insured Retention's (SIR).
9. Commercial General Liability, and Umbrella carried under this Article 31 Supplement shall contain a provision making it primary and non-contributory to any other coverage available to the State.

31. NONDISCRIMINATION / AFFIRMATIVE ACTION

- A. In connection with the performance of Work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Sect. 51.01(5), Wis. Stats., sexual orientation, national origin, or any other basis prohibited by law. 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. Except with respect to sexual orientation, the Contractor further agrees to take affirmative action to ensure equal employment opportunities.
- B. Contracts with a value of fifty thousand dollars (\$50,000) or more require the Contractor to submit a written affirmative action plan acceptable under Wisconsin Statutes and Administrative Code. An exemption occurs from this requirement if the Contractor has a Work force of less than fifty (50) employees. Contractors are responsible for obtaining affirmative action compliance from their Subcontractors. Instructions on satisfying these requirements will be sent with the Notice to Proceed. Technical assistance regarding this Article 31 is available from the Wisconsin Office of Contract Compliance, telephone (608) 266-5462.
- C. The Contractor should establish and take appropriate initiatives to reach goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data which shall cover construction projects or construction contracts performed in specific geographical areas. The goals shall be applicable to the Contractor's or Subcontractor's entire work force which is working in the area covered by the goals. The goals are established and are as follows:

GENERAL CONDITIONS OF THE ASBESTOS ABATEMENT CONTRACTOR (AAC) CONTRACT

(REV 11/2016)

County	Women Goal	Minority Goal
Adams/Juneau/Monroe/Vernon	12%	2%
Ashland/Bayfield/Douglas/Price	9%	6%
Barron/Sawyer/Washburn	13%	4%
Brown	11%	9%
Buffalo/Jackson/Pepin/Trempealeau	12%	5%
Burnett/Polk	11%	2%
Calumet/Winnebago	11%	3%
Chippewa/Rusk	12%	2%
Clark/Taylor	16%	2%
Columbia	12%	2%
Crawford/Grant/Richland	14%	2%
Dane	9%	9%
Dodge	12%	3%
Door/Kewaunee/Manitowoc	13%	3%
Dunn/Eau Claire	11%	3%
Florence/Forest/Marinette/Oconto	13%	2%
Fond du Lac	11%	4%
Green/Iowa/LaFayette	13%	1%
Green Lake/Marquette/Waushara	10%	4%
Iron/Oneida/Vilas	9%	3%
Jefferson	12%	4%
Kenosha	7%	10%
La Crosse	10%	4%
Langlade/Lincoln/Menominee/Shawano	11%	7%
Marathon	12%	4%
Milwaukee	10%	29%
Outagamie	10%	5%
Ozaukee	8%	3%
Pierce/St Croix	12%	2%
Portage	13%	3%
Racine	8%	13%
Rock	11%	7%
Sauk	10%	2%
Sheboygan	14%	5%
Walworth	10%	8%
Washington	9%	3%
Waukesha	7%	4%
Waupaca	11%	2%
Wood	12%	2%
Source: Combined Occupation Distribution: 2000 Census		

- D. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom a Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's required initiatives under these specifications.
- E. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the State that sets forth the provisions of the State of Wisconsin nondiscrimination Article 31.
- F. Failure to comply with the conditions of this Article 31 may result in the Contractor becoming declared an "ineligible" Contractor, termination of the Contract, or withholding of payment.

GENERAL CONDITIONS OF THE ASBESTOS ABATEMENT CONTRACTOR (AAC) CONTRACT

(REV 11/2016)

32. MINIMUM WAGES

- A. Wage determinations required by State Law are listed in the Supplementary General Conditions.
- B. If, after the award of the Contract, it becomes necessary to employ any person in a trade or occupation not classified in the wage determinations, such person shall be paid at not less than such rate as shall be determined by the Department of Administration. Such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation. The Contractor shall notify DFD of the Contractor's intention to employ persons in trades or occupations not classified in sufficient time for DFD to provide approved rates for such trades or occupations.
- C. The specified wage rates are minimum rates only, and DFD will not consider any claims for additional compensation made by the Contractor because of payment by the Contractor of any wage rate in excess of the applicable rate contained in this Contract. Any disputes in regard to the payment of wages in excess of those specified in this Contract shall be adjusted by the Contractor.
- D. Failure to comply with the conditions of this Article 33 may result in Contract termination or withholding of payment.

33. ASSIGNMENTS

- A. The Contractor shall not assign the whole or any part of this Contract or any moneys due or to become due hereunder without the prior written consent of DFD. In case the Contractor assigns all or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain an Article substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract and subject to the terms of this Contract and claims of offset by the State.
- B. On the date of Substantial Completion, the Contractor shall assign to the State all warranties and guarantees of labor or material incorporated into the Work, which are provided by third party vendors, suppliers, manufacturers, or Subcontractors.

34. ANTITRUST AGREEMENT

Contractor and the State recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State. Therefore, the Contractor hereby assigns to the State any and all claims for such overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from antitrust violations commencing after the price is established under this Contract and any Change Order thereto.

35. INDEMNIFICATION

- A. To the fullest extent permitted by law, and in addition to any other indemnification provisions provided for herein, the Contractor shall indemnify and hold harmless the State, the A/E and its agents and employees and any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is (1) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including loss of use resulting therefrom, and (2) is caused in whole or in part by acts or omissions of the Contractor, a Subcontractor thereof, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this section.
- B. The obligations of the Contractor under this indemnification shall not extend to the liability of the State, the A/E and its agents or employees thereof arising out of (1) preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by DFD, or the A/E or its agents or employees thereof provided such giving or failure to give is the cause of the injury or damage.

GENERAL CONDITIONS OF THE ASBESTOS ABATEMENT CONTRACTOR (AAC) CONTRACT

(REV 11/2016)

36. CONTRACTOR PERFORMANCE EVALUATION

- A. The Contractor acknowledges that following completion of the Work, DFD's Project Representative will evaluate the Contractor's performance under and pursuant to this Contract. Such evaluation may take place after Substantial Completion or after Final Completion of the Work, as determined by DFD's Project Representative. The purpose of such evaluation includes, but is not limited to, determining whether or not the Contractor responsibly performed its Contractual obligations and whether or not the best interests of the State were promoted thereby.
- B. DFD shall provide a copy of any such performance evaluation to the Contractor, as soon as practicable after completion of such evaluation.
- C. The Contractor may appeal results of the Contractor's performance evaluation completed by DFD's Project Representative by submitting a request for performance review to the Administrator of the Division of Facilities Development. Any such request must include the reasons for such request, and documentation necessary to substantiate the Contractor's claim that initial performance evaluation was inappropriate or otherwise in error. The Administrator shall notify the Contractor of the results of this review as soon as practicable.
- D. DFD reserves the right to waive the results of such performance evaluation(s) if, in the opinion of DFD, corrective action has been taken to remediate substandard performance, events beyond the control of the Contractor resulted in substandard performance, or the best interests of the State will be served.
- E. The Contractor acknowledges and agrees that such evaluation(s) may be used by DFD pursuant to Sec. 16.855(9m), Wis. Stats., when determining whether the Contractor is a "qualified responsible bidder" for future Project(s); provided, however, any such evaluation made more than 5 years prior to the submission of any such subsequent bid shall not be considered in any event.
- F. The Contractor acknowledges and agrees that all such evaluations so prepared by DFD shall constitute "open public records" available for inspection and copying as provided for by law.

1 **SUPPLEMENTARY GENERAL CONDITIONS** (Rev 11/2017)

2 Division Project No. **18C2E-01**

3

4 **INDEX**

5

6 1. Definitions

7 2. Insurance

8 3. Schedule of Occupational Classifications and Minimum Hourly Wage Rates (REPEALED)

9

10 1. **DEFINITIONS**

11 General Conditions, Article 2.B. shall be supplemented with the following:

12

13 Architect/Engineer (A/E) for this project: Continuum Architects + Planners, S.C., 751 N Jefferson St.,
14 Milwaukee, WI 53202, 414-220-9640.

15

16 2. **INSURANCE**

17 General Conditions, Article 30.A.(4), shall be supplemented with "special hazard" coverage as follows:

18

19 "Contractor's and Subcontractor's Public Liability and Property Damage Insurance shall provide adequate
20 protection against the following special hazards, unless provided as part of Comprehensive General Liability
21 coverage: loading and unloading; excavating; filling; drilling; blasting; explosions; demolition;
22 underpinning; elevator; hoist. Coverage shall be in the amounts specified in Article 30 of the General
23 Conditions."

24

25 The Contractor's insurance carrier must document on the certificate of insurance: "The insurer has been
26 notified of the Contractor's involvement in asbestos abatement work and the coverage in effect for this project
27 specifically includes insurance coverage for asbestos abatement activities."

28

29 **3. SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM HOURLY
30 WAGE RATES (REPEALED)**

31 **The 2017-2019 Wisconsin State Budget (2017 Wisconsin Act 59) repealed Wisconsin's prevailing
32 wage laws. Effective September 23, 2017, state prevailing wage requirements on state building
33 projects no longer apply. These changes take effect for projects advertised for bid after September
34 23, 2017. This change does not affect the Federal Davis Bacon Act requirements.**

35

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1 **DIVISION 1 - GENERAL REQUIREMENTS** (Rev 11/2017)

2
3
4 Division Project No. **18C2E-01**

5 **INDEX**

- 6 1. Definitions
7 2. General
8 3. Special Site Conditions
9 4. Inspection of Surfaces
10 5. Hazardous Substances - Asbestos, Lead and Polychlorinated Biphenyls (PCB'S)
11 6. Soil Test Borings
12 7. Mutual Responsibility
13 8. Project Meetings
14 9. Sleeves and Openings
15 10. Cutting and Patching
16 11. Manufacturer's Directions
17 12. Layout
18 13. Supervision
19 14. Hoists, Elevators or Cranes
20 15. Signs
21 16. Fence
22 17. Roadway
23 18. Toilets
24 19. Telephones
25 20. Water Supply
26 21. Temporary Electrical Work
27 22. Cold Weather Protection
28 23. Enclosure
29 24. Temporary Heat
30 25. Fire Protection
31 26. Watchpersons
32 27. Storage of Materials
33 28. Protection of Finished Construction
34 29. Protection in General
35 30. Cleaning and Waste Disposal
36 31. Erosion Control and Storm Water Management
37 32. Air Quality Management
38 33. Construction Waste Management
39 34. Guarantee Documents
40 35. Record Documents

41
42
43
44 **1. DEFINITIONS**

- 45
46 A. "Qualified bidder" means a contractor that the department certifies under Wis. Stat. s.
47 16.855(9m)(b)1.
48
49 B. "Qualified responsible bidder" means a contractor who is a qualified bidder and who is a
50 responsible bidder.
51
52 C. "Responsible bidder" means a contractor that the department certifies under Wis. Stat. s.
53 16.855(9m)(b)2.
54

- 1 D. "Contractor" or "Asbestos Abatement Contractor" means any individual, firm, corporation, or other
2 non-governmental organization performing all Asbestos Abatement Work required by the Contract
3 Documents. Where the word "Contractor" is capitalized throughout this document, refer to this
4 definition. Where the word "contractor" is not capitalized, it refers to any contractor working on
5 the project, including the General Prime Contractor, MEP Subcontractors, and Non-MEP
6 Subcontractors.
7
- 8 E. "General Prime Contractor" means any individual, firm, corporation, or other non-governmental
9 organization that enters into the General Prime Contract for the Project with the state to perform all
10 work as required by the Contract Documents.
11
- 12 F. "Subcontractor" means any individual, firm, corporation, or other non-governmental organization
13 that has a Contract with the Asbestos Abatement Contractor or with a Subcontractor to the Asbestos
14 Abatement Contractor to perform Work or provide services required by the Contract Documents.
15 Where the word "Subcontractor" is capitalized throughout this document, refer to this
16 definition. Where the word "subcontractor" is not capitalized, it refers to any subcontractor working
17 on the project.
18
- 19 G. "MEP Subcontractor" means any individual, firm, corporation, or other non-governmental
20 organization that performs mechanical (Heating, Ventilating, and Air Conditioning), electrical,
21 plumbing, or fire protection (fire suppression) work for the Project, and enters into a contract with
22 the General Prime Contractor to perform their division of work.
23
- 24 H. "NON-MEP Subcontractor" means any individual, firm, corporation, or other non-governmental
25 organization that is a subcontractor to a General Prime Contractor in divisions of work other than
26 mechanical, electrical, plumbing, and fire protection. This includes suppliers and installers to the
27 General Prime Contractor.
28

29 **2. GENERAL**

30 All articles in these General Requirements are applicable to all Divisions and Sections of the Work included
31 herein. The Conditions of the Contract, General and Supplementary General Conditions, and these General
32 Requirements shall apply with equal force and effect to the Contractor and all Subcontractors engaged in this
33 work.
34

35 Contractor or the Contractor's authorized representative must be present to accept delivery of all equipment
36 and material shipments. DFD's representatives will not knowingly accept, unload or store anything delivered
37 to the site for the Contractor's use. Inadvertent acceptance of delivered items by any representative or
38 employee of the State shall not constitute acceptance or responsibility for any of the materials or equipment.
39 It is the Contractor's responsibility to assume liability for equipment or material delivered to the job site.
40

41

42 **3. SPECIAL SITE CONDITIONS**

43 Confine all operations, equipment, apparatus and storage of materials, to the immediate area of work to the
44 greatest possible extent. Contractor shall ascertain, observe and comply with all rules and regulations in
45 effect on the project site, including but not limited to parking and traffic regulations, use of walks, security
46 restrictions and hours of allowable ingress and egress. Any special traffic control during construction
47 involving lane closures shall be in accordance with the federal standard, Manual of Uniform Traffic Control
48 Devices.
49

50 The Contractor shall take all measures necessary to become acquainted with the location of underground
51 service, utilities, structures, etc., which may be encountered or be affected by the Contractor's work, and shall
52 be responsible for damage caused by neglect to provide proper precautions or protection. As a minimum to
53 become acquainted with such underground appurtenances, the Contractor shall: 1) Observe existing
54 conditions visible at the site immediately prior to commencement of work; 2) Review available site plans

1 incorporated in the contract documents and/or provided by the DFD Project Representative; 3) Final check
2 with the DFD Project Representative for additions to or changes from conditions indicated on site plans for
3 the facility; and 4) Obtain input from the “one-call system”, the organization composed of all suppliers of
4 utilities/services to or from the site.
5

6 Information pertaining to existing conditions that are described in the specifications or appear on the drawings
7 is based on available records. While such data has been collected with reasonable care, there is no expressed
8 or implied guarantee that conditions so indicated are entirely representative of those actually existing. This
9 information is provided to inform the Contractor of known, existing conditions so that due diligence is taken
10 by the Contractor to avoid damage. Where site observation or documents indicate existing underground
11 utilities/services in close proximity (within four feet horizontally and/or four feet vertically) to necessary new
12 construction work, the Contractor shall be responsible to test, probe or otherwise determine exact locations
13 so as to prevent damage to such utilities/services.
14

15 Existing pipes, electrical work, and all other utilities encountered, which may interfere with new work, shall
16 be re-routed, capped, cut off, or replaced by the Trades having jurisdiction, in accordance with the Contract
17 Documents.
18

19 Foundations are designed for soil pressure indicated. Because of variation in bearing capacity of the ground,
20 some foundations may have to be revised after excavation has been completed. DFD’s Project
21 Representative's approval to proceed with foundation work must be obtained before concrete is poured.
22 Changes in the work due to revisions of foundations because of unsatisfactory soil conditions will be classed
23 as additional work.
24
25

26 **4. INSPECTION OF SURFACES**

27 Contractor shall obtain complete data at the site and inspect surfaces that are to receive the Work before
28 proceeding with fabricating, assembling, fitting or erecting any work under this contract.
29

30 Contractor shall notify DFD's Project Representative in writing in case of discrepancies between existing
31 work and drawings, and of any defects in such surfaces that are to receive the Contractor's work. DFD's
32 Project Representative will evaluate the notice and direct what remedial action will be taken.
33

34 Starting of work implies acceptance of existing work or the work of others. Removal and replacement of
35 work applied to defective surfaces, in order to correct defects, shall be done at the expense of the Contractor
36 who applied work to defective surfaces.
37

38 **5. HAZARDOUS SUBSTANCES - ASBESTOS, LEAD AND POLYCHLORINATED BIPHENYLS**
39 **(PCB'S)**

40 Airborne asbestos fibers, lead, and PCB compounds, if encountered, have been determined to be hazardous
41 to one's health. Compliance with all possible applicable regulations is the Contractor's responsibility.
42 Contractor shall not provide or install any product that contains any amount of asbestos or PCB. See General
43 Requirements, CLEANING AND WASTE DISPOSAL for disposal of hazardous waste, if encountered.
44

45 Refer to Specification Section 02 82 13 for Asbestos testing information.
46

47 Lead Based Paint

48 See Appendix #1 for lead paint sampling data. Unless noted otherwise existing paint is assumed to contain
49 lead and existing glazed finishes on tile and masonry units are assumed to contain lead. Contractor is
50 responsible for compliance with Occupational Safety and Health Act (OSHA) in general and particularly to
51 29 CFR 1910 (LEAD STANDARD) and to CFR 1926 (LEAD EXPOSURE IN THE CONSTRUCTION
52 INDUSTRY). Dispose of refuse containing lead-based paint or contaminated with lead by the demolition
53 process in conformance with State of Wisconsin Hazardous Waste Regulations set forth by the Department
54 of Natural Resources and in conformance with OSHA and EPA recommended worker safety requirements.

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PCB'S

Contractor's attention is directed to Wisconsin Administrative Code, Chapter NR 157 relative to PCB's. Refer to Division 26, Electrical within these specifications for work involving PCB's.

6. SOIL TEST BORINGS

Not applicable to this project.

7. MUTUAL RESPONSIBILITY

Contractor shall coordinate the work with adjacent work and shall facilitate the general progress of the work. In no case will the Contractor be permitted to exclude from the premises or work, any other contractor or employees thereof, or interfere with any other contractor in the executing or installation of their work.

Contractor shall arrange the work and dispose of materials so as not to interfere with the work or storage of materials of others and each shall join their work to that of others in accordance with the intent of the drawings and specifications.

8. PROJECT MEETINGS

Project meetings will be held at the time designated by DFD. Contractor, when requested, shall attend these meetings. If the principal of the firm does not attend meetings, a responsible representative of the Contractor who can bind the Contractor to a decision at the meetings shall attend.

The Architect/Engineer or a representative thereof will write a report covering all items discussed and decisions reached and copy of such report distributed to all parties involved.

9. SLEEVES AND OPENINGS

Not applicable to this project.

10. CUTTING AND PATCHING

Cutting and patching required to access work in existing walls, in chases, above inaccessible ceilings, below floors, etc., shall be by the Contractor who requires the access, unless shown in the bid documents otherwise or noted otherwise.

The Contractor shall do all cutting, or fitting of the work as required to make its several parts fit together, or to receive the work of others, as shown or reasonably implied by the drawings or specifications, or as may be directed by DFD.

The Contractor who cuts for required access to work shall also be responsible for patching. Where cutting and patching is required, Contractor shall hire individuals skilled in such work to do cutting and patching.

Except where specifically identified, the Contractor who removes or relocates building components which leave a remaining opening shall be responsible for patching the opening.

Patching includes repairing openings, flat-work and curb and gutter to match adjacent construction. Contractor shall not endanger any work by cutting, digging or otherwise and shall not cut or alter the work of others without their consent.

Contractor shall not endanger any work by cutting, digging or otherwise and shall not cut or alter the work of others without their consent.

Wherever any material, finish, or equipment, is damaged, the skilled trade shall accomplish the repair or replacement, in that particular work and the cost shall be charged to the party responsible for the damage. DFD reserves the right to disallow any means and/or methods that, in the opinion of DFD, are harmful to and/or not in the best interest of preserving the improvements receiving the work.

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11. MANUFACTURER'S DIRECTIONS

Contractor shall apply, install, connect, erect, use, clean and condition manufactured articles, materials, and equipment as recommended by the manufacturer, unless specified to the contrary. The manufacturer's latest recommendations at the time of bidding shall be used.

12. LAYOUT

The Contractor shall immediately upon entering the site for purpose of beginning work, locate general reference points and take such action as is necessary to prevent their destruction. Each contractor shall lay out its work and be responsible for all lines, elevations and measurements of the building and other work executed under its Contract. Each contractor must exercise proper precaution to verify dimensions on the drawings before laying out work and will be held responsible for any error resulting from failure to exercise such precaution.

Using datum furnished by the State, the lot lines and present levels have been established as shown on the drawings. Other grades, lines, levels and benchmarks, shall be established and maintained by each contractor, who shall be responsible for them.

Contractor shall make provision to preserve property line stakes, benchmarks, or datum point. If any are lost, displaced or disturbed through neglect of Contractor, Contractor's agents or employees, the Contractor shall pay the cost of restoration.

Contractor shall verify grades, lines, levels, locations and dimensions as shown on drawings and report any errors or inconsistencies to DFD's Project Representative before commencing work. Starting of work by Contractor shall imply acceptance of existing conditions.

13. SUPERVISION

Contractor shall take complete charge of the work under this contract and coordinate the work on the project.

14. HOISTS, ELEVATORS OR CRANES

Contractor shall provide and pay for its own hoist/crane or other apparatus necessary for unloading/setting or moving their equipment and materials. Installation and removal of equipment for this activity must be accounted for in the Project Schedule.

Equipment and operations for this activity shall comply with applicable Department of Commerce and OSHA requirements. No material hoist may be used to transport personnel unless it meets Department of Commerce and OSHA requirements for that purpose.

Contractor shall provide any protection required, temporary or long term, to prevent damage to work in place or in progress. When hoisting activity results in such damage, the responsible contractor shall pay for cleaning, repair or replacement of material or equipment as determined by DFD.

Equipment, that imposes loads of any kind on work in place, shall not be erected without agreement from DFD.

At their own discretion, two or more contractors may agree to use common hoisting facilities. Under such arrangements, the allocation of costs, access and scheduling and all other details of the agreement are the responsibility of the contractors involved.

Existing elevators may be used on a limited basis with DFD's permission and agreement. Costs of warranty extensions and additional service work required will be paid by the using contractor. Appropriate protection must be provided by the using contractor and that contractor shall be responsible for any structural, mechanical or finish damage to the elevator and its parts and to adjoining building finishes and components.

1 **15. SIGNS**

2 **No project sign required.**

3
4 Provide temporary directional signage at all construction gates indicating construction traffic only.

5
6 Provide directional signage at all public access or use closures including sidewalks, roads, and bus stops.

7
8 No individual advertising signs, plaques or credits, temporary or permanent, will be permitted on the building
9 or premises, except the name of the Contractor on Contractor's office or material shed.

10
11 **16. FENCE**

12 The Contractor shall provide a neat appearing protective fence where indicated on the drawings and where
13 required for their execution of the work, constructed of standard studded T-Posts of sufficient length for line
14 posts and spaced not to exceed 8'-0" apart. Corner posts and gate posts are to be galvanized steel pipe of not
15 less than 2 1/2" o.d. and shall be properly braced. A 8-foot high chain link fence shall be securely fastened
16 to the supports. Plastic fencing is not acceptable. Provide gates, properly constructed, and braced, complete
17 with hinges, hasps, and padlocks in number and location required for proper control, delivery and distribution
18 of material and equipment. Gate posts shall be adequately back tied and anchored to insure a rigid
19 installation. All protective fencing shall be maintained in an upright, orderly fashion throughout the
20 construction schedule. The Contractor shall relocate and reconfigure the fencing as often as necessary to
21 facilitate their execution of the work and the complete secure enclosure of the site at all times. Upon project
22 completion the Contractor shall completely remove all fencing. In areas where existing trees are to be
23 protected, the area inside the protective fencing shall not be used for any purpose related to construction
24 activities, such as material storage, vehicle parking, portable toilets, or other disruptive activities that would
25 result in damage of any kind to the site inside the fence.

26
27 **17. ROADWAY**

28 The Contractor may build a temporary roadway for delivery of materials at the Contractor's own expense and
29 maintain it until completion of construction or until service drives are installed. Where possible, build
30 temporary roadway within the confines of the new roadway and allow others to use it at no cost. Any gravel
31 topping used for temporary roadway shall be at least 6" below finished elevation of permanent drives. If
32 temporary roadway is not intended to be converted to a permanent road, all road materials shall be removed
33 upon termination of access need, and the confines of the temporary roadway shall be repaired to match
34 adjacent area.

35
36 **18. TOILETS**

37 The Contractor shall provide and maintain sanitary temporary toilets, located where directed by DFD's
38 Project Representative, in sufficient number required for the force employed. The toilets shall comply with
39 International Building Code Chapter 29 on Plumbing Systems. Toilets shall be self-contained chemical type.

40
41 The Contractor shall provide and maintain the temporary toilets in a sanitary condition at all times and shall
42 supply toilet paper until completion of the job.

43
44 **19. TELEPHONES**

45 It is expected that each contractor have access to their own cell phone for their own use. No additional
46 telephone service will be provided.

47
48 **20. WATER SUPPLY**

49 The Contractor shall supply all water required for construction and other purposes. The Contractor shall pay
50 cost of water used. Note that water supply this entire site and all buildings has been turned off. The Contractor
51 will need to supply water from off-site.

52
53 The Contractor shall prevent waste of water and shall maintain valves, connections, and hoses in perfect
54 condition, at all times. Contractor shall provide their own hose or piping from hose bibbs.

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21. TEMPORARY ELECTRICAL WORK

The Contractor shall make all arrangements with the local utility company for metered electrical service and upon completion of project, pay for removal of temporary service.

If Contractor contemplates the use of equipment that requires a different voltage or greater capacity than what is existing, then Contractor must arrange with Utility for this additional service and pay for installation of the service and the necessary additional switches and wiring required.

The meter shall be taken out in the Contractor's name.

The Contractor shall pay for all electrical energy consumed for demolition purposes including temporary offices, for operation of ventilating equipment, for heating of building, and for testing and operating of all equipment. The Contractor shall continue to pay for energy used until substantial completion.

Contractor shall provide and pay for installation of temporary service for lighting of a temporary office.

Temporary lighting systems shall be sufficient to enable the Contractor to safely complete their work and to enable DFD's Project Representative to check all work as it is being done. Illumination shall be 5 foot candles minimum in all areas and, in addition, shall meet or exceed the requirements of 29 CFR 1926.56 Illumination (OSHA regulations).

In accordance with the latest issue of the National Electrical Code, all temporary electrical circuits for construction purposes shall be equipped with combination ground fault interrupter and circuit breakers meeting the requirements of UL for Class A, Group 1 devices. The ground fault interrupter portion shall be solid state type, insulated and isolated from the breaker mechanism. A test button shall be provided for checking the device. The breaker mechanism shall provide overload and short circuit protection and shall be operated by a toggle switch with overcenter switching mechanism so that contact cannot be held closed.

Contractor shall furnish their extension cords and lamps other than those furnished for general lighting.

Those trades requiring lighting or other electrical service outside of building shall pay for the installation and removal of service, maintenance charges, and energy consumed.

If the Contractor requires voltage other than basic temporary system specified, three phase power, or a special single phase run, for operation of construction equipment or testing shall make their own arrangements with the Contractor shall make their own arrangements for cost of energy used, for the cost of installation, and removal when no longer required.

Contractor shall provide wiring, equipment and connections for portable or temporary heating units.

22. COLD WEATHER PROTECTION

All heating and protective covering, required to protect the work from injury due to freezing and moisture during the construction period and prior to enclosure of the building, shall be classed as COLD WEATHER PROTECTION. Such protection shall be provided and paid for by the Contractor.

Heat required to protect materials from injury due to freezing during the construction period and prior to enclosure, shall be provided by means of portable heating units intended for this purpose.

All heating units must be approved types. Proper ventilation must be provided. The use of temporary units, whose product of combustion will damage fresh concrete, mortar or other building materials will not be allowed. Use of coke or oil salamanders is prohibited.

If electrical power is required for oil or gas portable heating units, it may be taken from the available temporary power source and paid for by the Contractor.

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Heating units and the area surrounding the units shall be kept in a clean and safe condition.

23. ENCLOSURE

Not applicable to this project.

24. TEMPORARY HEAT

All heating of the building required up to substantial completion shall be classified as TEMPORARY HEAT.

It shall be the responsibility of the Contractor to see that every precaution is used to prevent unnecessary escape of heat.

The Contractor shall pay for all electrical energy consumed for temporary heat.

Contractor shall provide, maintain and supervise the operation of temporary portable units with necessary automatic controls to provide required temperatures. Current required may be taken from the temporary electrical service. See "Temporary Electrical Installation". Cost of electricity or fuel to operate portable units shall be paid by the Contractor.

All electrical wiring required for temporary heating units shall be furnished and installed by Contractor, from temporary wiring service. Electrical wiring to permanent equipment used for temporary heating that has been mounted in its permanent location shall be wired by trades skilled in that work.

The use of open salamanders as portable heating units will not be approved. All 1 portable temporary heating units shall be properly ventilated to prevent combustion gases from remaining in the heating area.

The Contractor must ascertain if heating equipment will operate on the temporary electrical service available. If service is insufficient to operate equipment, Contractor shall make other arrangements.

The Contractor shall be responsible for the proper adjustment and maintenance of the system, and shall supervise and be responsible for the operation of the system until it is no longer needed. Supervision shall include periodic checking of operation as required.

A minimum temperature of 45 degrees and a maximum temperature of 80 degrees for the building shall be maintained by the Contractor as required for the abatement and demolition.

The temporary heating system shall be removed after the system is no longer needed.

25. FIRE PROTECTION

The Contractor shall provide and maintain in working order during the entire construction period, a minimum of three (3) fire extinguishers on each floor level, including basement of the building, and one (1) in temporary office. Extinguishers shall be nonfreeze type such as A-B-C rated dry chemical, of not less than 10-pound capacity each. In addition, any Subcontractor who maintains an enclosed shed on the site shall provide and maintain, in an accessible location, one or more similar nonfreezing type fire extinguisher in each enclosed shed.

26. WATCHPERSONS

Watchpersons will not be furnished by the State. The Contractor shall provide such precautionary measures, to include the furnishing of watchpersons if deemed necessary, to protect persons and property from damage or loss where the Contractor's work is involved.

1 **27. STORAGE OF MATERIALS**

2 Contractor shall confine equipment, apparatus, storage of materials and operations to limits indicated on the
3 drawings or by specific direction of DFD's Project Representative and shall not bring material onto the site
4 until they are needed for the progress of the work.
5

6 The storage of materials on the grounds and within the building shall be in strict accordance with the
7 instructions of DFD's Project Representative. Storage of materials within the building shall at no time exceed
8 the design carrying capacity of the structural system.
9

10 Provide and maintain watertight storage sheds on the premises where directed, for storage of materials that
11 might be damaged by weather. Sheds shall have wood floors raised at least 6" above the ground.
12

13 All materials affected by moisture shall be stored on platforms and protected from the weather.
14

15 All materials shall be stored in a manner that prevents release of hazardous material to the environment.
16

17 All hazardous materials, including motor fuels, shall be properly handled and contained to prevent spills or
18 other releases. The Contractor shall develop and maintain a contingency plan to provide emergency response,
19 containment, and cleanup of spills of hazardous materials resulting from contract activities. All spills and
20 releases shall be reported to DFD as soon as possible.
21

22 During demolition, materials, construction sheds, and earth stockpiles shall be located so as not to interfere
23 with the installation of the utilities nor cause damage to existing lines.
24

25 The State assumes no responsibility for materials stored in building or on the site. The Contractor assumes
26 full responsibility for damage due to the storage of materials.
27

28 Repairing of areas used for placing of sheds, offices, and for storage of materials shall be done by the
29 Contractor.
30

31 **28. PROTECTION OF FINISHED CONSTRUCTION**

32 Contractor shall assume the responsibility for the protection of all finished construction under the Contract
33 and shall repair and restore any and all damage of finished work to its original state.
34

35 Wheeling of any loads over any type of floor, either with or without plank protection, will be permitted only
36 in rubber tired wheelbarrows, buggies, trucks or dollies.
37

38 Where structural concrete is also the finished surface, care must be taken to avoid marking or damaging those
39 surfaces.
40

41 **29. PROTECTION IN GENERAL**

42 All structures and equipment shall be constructed, installed and operated with guards, controls and other
43 devices in place.
44

45 Temporary pumps required for pumping water from building excavation or from building proper shall be
46 provided by the Contractor, including temporary connections.
47

48 The Contractor shall:
49

50 Provide, erect and maintain all required planking, barricades, guard rails, temporary walkways, etc., of
51 sufficient size and strength necessary for protection of stored material and equipment; paved surfaces, walks,
52 curbs, gutters and drives; streets adjacent to or within project area; adjoining property and all project work to
53 prevent accidents to the public and the workmen at the job site.
54

1 Notify adjacent property owners if their property interferes with the work so that arrangements for proper
2 protection can be made.
3

4 Provide and maintain proper shoring and bracing to prevent earth from caving or washing into the building
5 excavation. Provide temporary protection around openings through floors and roofs, including elevator
6 openings, stairwells, and edge of slabs.
7

8 Provide and maintain proper shoring and bracing for existing underground utilities, sewers, etc., encountered
9 during excavation work, to protect them from collapse or other type of damage until such time as they are to
10 be removed, incorporated into the new work, or can be properly backfilled upon completion of new work.
11

12 Provide protection against rain, snow, wind, ice, storms, or heat to maintain all work, materials, apparatus,
13 and fixtures, incorporated in the work or stored on the site, free from injury or damage. At the end of the
14 day's work, cover all new work likely to be damaged. Remove snow and ice as necessary for safety and
15 proper execution of the work.
16

17 Protect the building and foundations from damage at all times from rain, ground water and back-up from
18 drains or sewers. Provide all equipment and enclosures as necessary to provide this protection.
19

20 Damaged property shall be repaired or replaced in order to return it to its original condition. Damaged lawns
21 shall be replaced with sod.
22

23 Protect materials, work and equipment, not normally covered by above protection, until construction
24 proceeds to a point where the general building protection of the area where located, dispenses with the
25 necessity therefore. Protect work outside of the building lines such as trenches and open excavations, as
26 specified above.
27

28 Take all necessary precautions to protect the State's property as well as adjacent property, including trees,
29 shrubs, buildings, sanitary and storm sewers, water piping, gas piping, electric conduit or cable, etc., from
30 any and all damage which may result due to work on this project.
31

32 Repair work outside of property line in accordance with the requirements of the authority having jurisdiction.
33

34 Repair any work, damaged by failure to provide proper and adequate protection, to its original state to the
35 satisfaction of DFD or remove and replace with new work at the Contractor's expense.
36

37 Protect trees indicated on the drawings to remain and trees in locations that would not interfere with new
38 construction, from all damage. Do not injure trunks, branches, or roots of trees that are to remain. Do cutting
39 and trimming only as approved and as directed by DFD's Project Representative.
40

41 The value of trees destroyed or damaged will be charged against the account of the Contractor responsible
42 for the damage in an amount equal to the expense of replacing the trees with those of similar kind and size,
43 but not to exceed \$1000.00 for any one tree.
44

45 **30. CLEANING AND WASTE DISPOSAL**

46 Contractor shall be responsible for all cleaning required within the technical sections of the specifications
47 governing work under the Contractor's jurisdiction as well as for keeping all work areas, passageways, ramps,
48 stairs and all other areas of the premises free of accumulation of surplus materials, rubbish, debris and scrap
49 which may be caused by the Contractor's operations or that of the Subcontractors.
50

51 Remove rubbish, debris and scrap promptly upon its accumulation and in no event later than the end of each
52 week.
53

1 Combustible waste shall be removed immediately or stored in fire resistive containers until disposed of in an
2 approved manner.

3
4 No burning of rubbish or debris will be allowed at the site. Rubbish, debris and scrap shall not be thrown
5 through any window or other opening, or dropped from any great height; it shall be conducted to the ground,
6 to waiting truck(s) or removable container(s) by means of approved chutes or other means of controlled
7 conveyance.

8
9 Form and scrap lumber shall have all nails withdrawn or bent over; shall be neatly stacked, placed in trash
10 bins, or removed from the premises.

11
12 Spillages of oil, grease or other liquids which could cause a slippery or otherwise hazardous situation or stain
13 a finished surface shall be cleaned up immediately.

14
15 Waste materials removed from the site shall be managed by the contractor and disposed of in accordance
16 with all applicable laws, regulations, codes, rules, and standards. Materials that meet the definition of a
17 hazardous waste (Wis. Admin. Code NR 600) shall be disposed through the State's hazardous waste service
18 (Posted on Vendornet <https://vendornet.wi.gov/Contracts.aspx>), unless otherwise directed in writing by DFD.
19 The Contractor shall prepare all hazardous wastes for transport and disposal. Arrangements for disposal shall
20 be coordinated through DFD's Project Representative. Charges for transport and disposal of hazardous waste
21 by the State's hazardous waste service contractor will be paid directly by the State. Other materials such as
22 soil, debris, sludge, water, etc. generated by project activities which may contain constituents exceeding
23 federal, state, or local environmental cleanup standards must not be removed from the site, or treated and
24 disposed on site without prior written approval of DFD. DFD will provide a list of acceptable offsite disposal
25 or treatment facilities for disposal by Contractor. Other unused or discarded materials may be treated as solid
26 waste. Facilities for recycle, disposal or landfill of such items shall be approved by DFD prior to removal
27 from the site.

28
29 **31. EROSION CONTROL AND STORM WATER MANAGEMENT**

30 In accordance with state law, where applicable, and what the Department of Administration believes to be
31 good soil conservation practices and pollution prevention, the Contractor shall be governed by the following:
32

33 The Contractor hereby covenants to maintain all project grounds, public streets and associated areas,
34 including fill areas in a manner consistent with state laws and the general policy to conserve soil and soil
35 resources, and to control and prevent soil erosion and to control and prevent siltation into waters of the state.
36 This clause is to be liberally construed to further the above stated objectives. The following shall include,
37 but not limit areas in which control is to be executed:
38

39 Erosion Control Plan: Implement the erosion control plan developed for the project and maintain erosion
40 control practices throughout the construction period. Modifications to the erosion control plan, addressing
41 phases of construction shall be the responsibility of the Contractor. Erosion control practices that are
42 compromised as the result of construction activity shall be returned to their functioning state by the end of
43 the current work day. Where applicable, erosion control practices shall comply with Chapters NR 151 and
44 216, Wis. Adm. Code.

45
46 Minimum Stripping: Limit stripping of sod and vegetation and limit land disturbance to an area and a time
47 period that will expose bare soil to least possibility of erosion that construction requirements will allow.

48
49 Stockpiling: Materials, including soil, shall be stored and protected in a manner that will prevent runoff of
50 material from the stockpiles into streets, drainage facilities, storm sewer systems, or waters of the state in the
51 event of rain.

52
53 Soil Erosion and Erodible Materials: Take positive measures to prevent soil erosion from the construction
54 area and areas disturbed by construction activities by employing such means as seed and mulch, mulches,

1 intercepting embankments and berms, sedimentation basins, ditch checks, riprap, erosion mats, silt fence,
2 approved polyacrylamides, inlet protection, or other temporary erosion control devices or methods.

3
4 Record Keeping: Maintain a copy of the current erosion control plan on site. Maintain maintenance records
5 and inspection logs on-site for erosion control and storm water management practices. Contractor shall
6 provide project representative with a weekly maintenance and inspection report.

7
8 Street Maintenance: Control the tracking of soil onto street and paved surfaces to a minimum. Any such
9 tracking shall be removed no less than on a daily basis.

10
11 Storm Water Management: Practices installed for post-construction storm water management shall be
12 protected during construction activity, and in the event that their intended function becomes compromised
13 during construction activity, shall be restored and/or repaired according to Chapters NR 151 and 216, Wis.
14 Adm. Code, for post-construction storm water management.

15
16 Erosion control and storm water management practices shall be installed and maintained in accordance with
17 the WDNR approved technical standards available at the following website:
18 <http://dnr.wi.gov/org/water/wm/nps/stormwater/techstds.htm>

19
20 Responsibility and authority for inspections are vested in the Department of Administration through the
21 Division of Facilities Development.

22
23 Responsibility and authority for maintaining records for NR 216 is the responsibility of the Contractor.

24 25 **32. AIR QUALITY MANAGEMENT**

26 In accordance with the Department of Administration's air quality management practice on Ozone Action
27 Days, all contractors shall reduce or limit emissions and particulate matter that adversely affect air quality.

28
29 The Contractor shall establish the action plan, in cooperation with other contractor(s), concerning
30 implementation of air quality management on Ozone Action Days. This plan shall include suspending work
31 or modifying operations for all activities related to ozone, volatile organic compounds (VOC) and nitrogen
32 oxide emissions. These work activities include but are not limited to the following:

- 33 Limit equipment and vehicle refueling to after 6 pm.
34 Limit use of gasoline-powered vehicle and equipment.
35 Limit excessive idling of diesel-powered vehicle and equipment.
36 Limit large scale painting with VOC.
37 Limit large scale asphalt roofing and paving.
38 Limit and/or control all dust creating activities.

39
40 For information on air quality readings on Ozone Action Days refer to:

- 41 1-866-324-5924; or
42 <http://www.dnr.state.wi.us/org/aw/air/wisards/state.htm>

43 44 **33. CONSTRUCTION WASTE MANAGEMENT**

45 See Section 01 74 19 – Construction Waste Management.

46 47 **34. GUARANTEE DOCUMENTS**

48 Upon Substantial Completion of project, the Contractor shall submit such written guarantees and bonds to
49 DFD for presentation to the User Agency. Furnish guarantees in triplicate unless otherwise indicated.

50 51 **35. RECORD DOCUMENTS**

52 On a suitable set of Contract Documents, the contractor is to maintain a daily record of changes and deviations
53 from the contract. All buried or concealed piping, conduit, or similar items shall be located by dimensions
54 and elevations on the record drawings.

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The daily record of changes shall be the responsibility of Contractor's field superintendent. No arbitrary mark-ups will be permitted.

Once during the month the Contractor shall present, at the project, the job copy showing variations and changes to date to the Architect/Engineer and DFD Project Representative for their review.

At substantial completion of the project, the Contractor shall transmit the marked up as-built documents to the Architect/Engineer and copy the DFD Project Representative on the transmittal of the documents. The A/E will incorporate the contractor marked up as-built drawings into the record drawings.

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**MILWAUKEE STATE OFFICE BUILDING SITE ABATEMENT AND DEMOLITION
DEPARTMENT OF ADMINISTRATION
MILWAUKEE, WISCONSIN
DFD PROJECT NO. 18C2E-01**

LEAD TESTING REPORT

DATE: JULY 7, 2022

This report summarizes lead testing that has been completed for the buildings that are specified for demolition for the Milwaukee State Office Building Site Abatement and Demolition project. The testing was completed with the use of a Heuresis Pb200i, XRF Lead Paint Analyzer. This testing report is for reference only and shall not be considered a full and complete lead-based paint inspection for the buildings.

PARTIAL LEAD INSPECTION EMC XRF DATA SUMMARY

Client: State of WI
 Project Number: 220128-04
 Building Name: Building #1, 2701 W. Wisconsin Ave., Milwaukee, WI
 Dates of Construction: Unknown
 Date of Sampling: July 7, 2022
 XRF Serial Number: 2442

Jeremy R. Noegel
 W7748 County Highway V, Lake Mills, WI
Cert #LII-105450
 Phone: (920) 648-6343

Jeremy Noegel

ROOM/ AREA	LOCATION	PAINT/ VARNISH COLOR	SUBSTRATE	CURRENT CONDITION	A/B CLASS	XRF RESULTS
Exterior	Exterior Wall - NE	White	Brick	NA	A	26.7 mg/cm ²
Exterior	Exterior Wall - North	Black	Brick	NA	B	0.0 mg/cm ²
Exterior	Exterior Wall - North	Tan	Brick	NA	B	0.0 mg/cm ²
Exterior	Exterior Wall - NE	Red	Brick	NA	A	20.4 mg/cm ²
Exterior	Exterior Wall - East	White	Brick	NA	A	2.7 mg/cm ²
Exterior	Exterior Wall - East	White	Brick	NA	A	9.1 mg/cm ²
Basement	Interior Wall	White	Stone	NA	B	
Basement	Interior Wall	Black	Stone	NA	B	
Basement	Interior Wall	Pink	Stone	NA	B	

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Condition: Condition of paint at the time of sampling as established in assessment protocol - **I**=Intact, **P**=Poor, **F**=Fair

Classification: Indicates levels related to the 1.0 mg/cm² lead regulatory limit - **A**=Lead loading above 1.0 mg/cm² (lead paint), **B**=Lead loading below 1.0 mg/cm². Paint identified at <1.0 mg/cm² may still contain measurable quantities of lead.

Side Wall Identification (A-D) - Perimeter wall sides were identified with letters A, B, C and D. Side A is the entry door side. Side B, C and D are identified clockwise from side A as one faces the dwelling; if entry was unclear, directional indications were used (N, S, E, W).

Certified Lead Company
 Environmental Management Consulting
 W7748 County Highway V
 Lake Mills, WI 53551
 Cert #DHS-13160
 Phone: (920) 648-6343

PARTIAL LEAD INSPECTION EMC XRF DATA SUMMARY

Client: State of WI
 Project Number: 220128-04
 Building Name: Building #2, 2715 W. Wisconsin Ave., Milwaukee, WI
 Dates of Construction: Unknown
 Date of Sampling: July 7, 2022
 XRF Serial Number: 2442

Jeremy R. Noegel
 W7748 County Highway V, Lake Mills, WI
Cert #LII-105450
 Phone: (920) 648-6343

Jeremy Noegel

ROOM/ AREA	LOCATION	PAINT/ VARNISH COLOR	SUBSTRATE	CURRENT CONDITION	A/B CLASS	XRF RESULTS
Exterior - East	Exterior Wall	White	CB	NA	B	0.0 mg/cm ²
Exterior - East	Exterior Wall	Tan	CB	NA	B	0.0 mg/cm ²
Exterior - East	Exterior Wall	Blue	CB	NA	B	0.0 mg/cm ²
Exterior - East	Exterior Wall	Maroon	CB	NA	B	0.0 mg/cm ²
Exterior - East	Exterior Traffic Strip	Yellow	Concrete	NA	B	0.1 mg/cm ²
Exterior - East	Exterior Wall	Gray	Brick	NA	B	0.0 mg/cm ²
Exterior - East	Exterior Wall	Tan	Brick	NA	B	0.0 mg/cm ²
Exterior - East	Exterior Wall	Lavender	Brick	NA	B	0.0 mg/cm ²
Exterior - SE	Exterior Wall	Cream	CB	NA	B	0.0 mg/cm ²
Exterior - SE	Exterior Wall	Gray	Concrete	NA	B	0.1 mg/cm ²
Exterior - South	Exterior Wall	Gray	Brick	NA	B	0.2 mg/cm ²
Exterior - West	Exterior Wall	Black	Brick	NA	B	0.1 mg/cm ²
Basement Stairs	Interior Wall	White	Plaster	NA	B	0.3 mg/cm ²
Basement	Interior Floor	Red	Concrete	NA	B	0.2 mg/cm ²
Basement	Interior Ceiling	Silver	Concrete	NA	B	0.2 mg/cm ²
Basement	Interior Wall	White	Brick	NA	B	0.2 mg/cm ²
Basement - West	Interior Wall	Silver	Brick	NA	B	0.1 mg/cm ²

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Basement - West	Interior Wall	Gray	Brick	NA	B	0.2 mg/cm2
Basement - West	Interior Wall	White	Brick	NA	B	0.2 mg/cm2
Basement - Boiler Room	Interior Wall	Tan	Brick	NA	B	0.7 mg/cm2
Basement - Boiler Room	Interior Wall	Silver	Brick	NA	B	0.0 mg/cm2
Basement - Boiler Room	Interior Stairs	Red	Concrete	NA	B	0.2 mg/cm2
1st - SW	Interior Wall	White	Brick	NA	B	0.0 mg/cm2
1st - SW	Interior Wall	Green	Brick	NA	B	0.4 mg/cm2
1st - SW	Interior Wall	Red/Black	Brick	NA	A	1.6 mg/cm2
1st - SW	Interior Wall	Tan	Brick	NA	B	0.0 mg/cm2
1st - South Mech	Interior Wall	Cream	Brick	NA	B	0.1 mg/cm2
1st - South Mech	Interior Wall	Gray	Brick	NA	B	0.5 mg/cm2
1st - South Mech	Interior Wall	Green	Brick	NA	B	0.3 mg/cm2
1st - East	Interior Wall	Cream	Brick	NA	B	0.4 mg/cm2
1st - East	Interior Floor	Beige	Ceramic	NA	B	0.0 mg/cm2
1st - NE Lobby	Interior Floor	Brown	Brick	NA	B	0.5 mg/cm2
2nd Floor	Interior Floor	Brown	Brick	NA	B	0.1 mg/cm2
2nd Floor	Interior Floor	Cream	Ceramic	NA	B	0.3 mg/cm2
2nd Floor	Interior Floor	Tan	Ceramic	NA	B	0.3 mg/cm2
2nd Floor	Interior Floor	Brown	Ceramic	NA	B	0.3 mg/cm2
2nd Floor - South	Interior Wall	Gray/Red	Brick	NA	B	0.8 mg/cm2
2nd Floor - South	Interior Wall	White	Brick	NA	B	0.2 mg/cm2
2nd Floor - South	Interior Ceiling	White	Concrete	NA	B	0.4 mg/cm2
2nd Floor - SW Restroom	Interior Floor	Pink	Ceramic	NA	B	0.2 mg/cm2
2nd Floor - SW Restroom	Interior Wall	Pink	Ceramic	NA	B	0.3 mg/cm2
2nd Floor - SW Restroom	Interior Floor	Gray	Concrete	NA	B	0.0 mg/cm2

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 Environmental Management Consulting
 W7748 County Highway V
 Lake Mills, WI 53551
 Cert #DHS-13160
 Phone: (920) 648-6343

2nd Floor - SW Restroom	Interior Wall	Pink	Brick	NA	B	0.1 mg/cm2
2nd Floor - SW Restroom	Interior Wall	Gray	Brick	NA	B	0.0 mg/cm2
2nd Floor - SW	Interior Ceiling	Silver	Concrete	NA	B	0.2 mg/cm2
2nd Floor - SW	Interior Ceiling	Tan	Concrete	NA	B	0.1 mg/cm2
Stairs 2nd	Interior Wall	White	Plaster	NA	B	0.0 mg/cm2
1st Floor - Center	Interior Ceiling	Beige	Concrete	NA	B	0.6 mg/cm2
				NA	B	
				NA	B	
				NA	B	

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PARTIAL LEAD INSPECTION EMC XRF DATA SUMMARY

Client: State of WI
 Project Number: 220128-04
 Building Name: Building #3, 2725 W. Wisconsin Ave., Milwaukee, WI
 Dates of Construction: Unknown
 Date of Sampling: July 7, 2022
 XRF Serial Number: 2442

Jeremy R. Noegel
 W7748 County Highway V, Lake Mills, WI
Cert #LII-105450
 Phone: (920) 648-6343



ROOM/ AREA	LOCATION	PAINT/ VARNISH COLOR	SUBSTRATE	CURRENT CONDITION	A/B CLASS	XRF RESULTS
Basement	Interior Wall	White	Stone	NA	B	0.0 mg/cm ²
Basement	Interior Wall	Black	Stone	NA	B	0.2 mg/cm ²
Basement	Interior Wall	Gray	Stone	NA	B	0.1 mg/cm ²

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 Environmental Management Consulting
 W7748 County Highway V
 Lake Mills, WI 53551
 Cert #DHS-13160
 Phone: (920) 648-6343

PARTIAL LEAD INSPECTION EMC XRF DATA SUMMARY

Client: State of WI
 Project Number: 220128-04
 Building Name: Building #4, 2733 W. Wisconsin Ave., Milwaukee, WI
 Dates of Construction: Unknown
 Date of Sampling: July 7, 2022
 XRF Serial Number: 2442

Jeremy R. Noegel
 W7748 County Highway V, Lake Mills, WI
Cert #LII-105450
 Phone: (920) 648-6343

Jeremy Noegel

ROOM/ AREA	LOCATION	PAINT/ VARNISH COLOR	SUBSTRATE	CURRENT CONDITION	A/B CLASS	XRF RESULTS
Exterior - East	Exterior Wall	Gray	Brick	NA	B	0.1 mg/cm ²
Exterior - East	Exterior Wall	White	Brick	NA	B	0.2 mg/cm ²
Exterior - South	Exterior Wall	White	Brick	NA	B	0.0 mg/cm ²
Exterior - South	Exterior Wall	Gray	Brick	NA	B	0.1 mg/cm ²
Exterior - South	Exterior Wall	Black	Brick	NA	B	0.1 mg/cm ²
1st Lobby	Interior Floor	Red	Quarry Tile	NA	B	0.1 mg/cm ²
1st NE Lobby	Interior Wall	Yellow	Plaster	NA	B	0.0 mg/cm ²
1st 100 Hall	Interior Wall	White	Plaster	NA	B	0.1 mg/cm ²
1st - 104 RR	Interior Wall	Tan	Ceramic	NA	A	16.4 mg/cm ²
1st - 104 RR - Mens	Interior Wall	White	Ceramic	NA	B	0.0 mg/cm ²
1st - 104 RR - Mens	Interior Wall	Blue	Plaster	NA	B	0.0 mg/cm ²
1st - 104 RR - Mens	Interior Floor	Brown	Ceramic	NA	B	0.1 mg/cm ²
1st - 104 RR - Mens	Interior Floor	Beige	Ceramic	NA	B	0.1 mg/cm ²
1st - 104 RR - Mens	Interior Floor	White	Ceramic	NA	B	0.1 mg/cm ²
1st - 102 RR - Womens	Interior Wall	Yellow	Ceramic	NA	A	18.7 mg/cm ²
1st - 102 RR - Womens	Interior Floor	Yellow	Ceramic	NA	B	0.0 mg/cm ²
1st - 99	Interior Wall	White	CB	NA	B	0.1 mg/cm ²

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1st - 99	Interior Wall	Tan	Plaster	NA	A	5.5 mg/cm ²
1st - 99	Interior Wall	Blue	Plaster	NA	A	1.4 mg/cm ²
1st - SE Stairs	Interior Wall	White	Brick	NA	B	0.4 mg/cm ²
1st - SE Stairs	Interior Floor	Gray	Concrete	NA	B	0.3 mg/cm ²
1st - SW Stairs	Interior Stair Riser	White	Concrete	NA	B	0.2 mg/cm ²
1st - SW Stairs	Interior Wall	Cream	CB	NA	B	0.0 mg/cm ²
Basement - SW Mech	Interior Wall	White	Concrete	NA	B	0.4 mg/cm ²
Basement - SW Mech	Interior Wall	Gray	Concrete	NA	B	0.8 mg/cm ²
Basement - Boiler Rm	Interior Wall	Cream	Clay Tile	NA	B	0.3 mg/cm ²
Basement - Boiler Rm	Interior Wall	Cream	Concrete	NA	B	0.2 mg/cm ²
Basement	Interior Ceiling	Cream	Concrete	NA	B	0.1 mg/cm ²
Basement	Interior Column	White	Concrete	NA	A	1.7 mg/cm ²
Basement	Interior Traffic Strip	Yellow	Concrete	NA	B	0.7 mg/cm ²
Basement	Interior Wall - West	Yellow	Concrete	NA	A	2.3 mg/cm ²
Basement	Interior Wall - West	Gray	Concrete	NA	A	1.7 mg/cm ²
Basement	Interior Wall - West	White	Concrete	NA	B	0.0 mg/cm ²
Basement	Interior Column - NW	White	Concrete	NA	B	0.3 mg/cm ²
Basement	Interior Column - NW	Yellow	Concrete	NA	A	1.4 mg/cm ²
Basement	Interior Wall - North	Gray	Concrete	NA	B	0.7 mg/cm ²
Basement	Interior Wall - North	White	Concrete	NA	B	0.0 mg/cm ²
Basement	Interior Floor - North	Gray	Concrete	NA	B	0.9 mg/cm ²
Basement - NE Storage	Interior Floor - North	Gray	Concrete	NA	B	0.6 mg/cm ²
Basement - NE Storage	Interior Wall	Off White	Concrete	NA	B	0.8 mg/cm ²
Basement - NE Storage	Interior Ceiling	Off White	Concrete	NA	B	0.3 mg/cm ²
2nd - SW Stairs	Interior Wall	Off White	Plaster	NA	B	0.0 mg/cm ²

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 Environmental Management Consulting
 W7748 County Highway V
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2nd - Corr SW	Interior Wall	Pink	Plaster	NA	B	0.0 mg/cm2
2nd - Corr SW	Interior Ceiling	Beige	Concrete	NA	A	1.6 mg/cm2
2nd - 225	Interior Wall	Beige	Concrete	NA	A	2.6 mg/cm2
2nd - 211 Mens RR	Interior Baseboard	Tan	Ceramic	NA	A	16.0 mg/cm2
North Corridor	Interior Wall	Tan	Plaster	NA	B	0.2 mg/cm2
210	Interior Wall	Gray	Concrete	NA	A	8.3 mg/cm2
212	Interior Wall	Green	Concrete	NA	A	10.5 mg/cm2
212	Interior Ceiling	Green	Concrete	NA	A	1.8 mg/cm2
230	Interior Wall	Cream	Brick	NA	B	0.0 mg/cm2
3rd - NE Stairs	Interior Wall	Gray	Brick	NA	B	0.1 mg/cm2
3rd - 303 Womens RR	Interior Floor	Beige	Ceramic	NA	B	0.1 mg/cm2
3rd - 306	Interior Floor	Yellow	Concrete	NA	B	0.2 mg/cm2
3rd - 306	Interior Floor	Black	Concrete	NA	B	0.3 mg/cm2
3rd - 306	Interior Wall	Green	CB	NA	B	0.0 mg/cm2
3rd - 306	Interior Floor	Gray	Concrete	NA	B	0.2 mg/cm2
3rd - 308	Interior Ceiling	Cream	Concrete	NA	B	0.7 mg/cm2
3rd - 308	Interior Floor	Green	Concrete	NA	B	0.1 mg/cm2
3rd - 308	Interior Wall	Cream	Brick	NA	B	0.8 mg/cm2
3rd - 308	Interior Wall	Red	CB	NA	B	0.0 mg/cm2
3rd - South Corridor	Interior Column	Black	Concrete	NA	A	1.0 mg/cm2
4th - SE Stairs	Interior Wall	Gray	Concrete	NA	B	0.0 mg/cm2
4th - 404	Interior Column	Green	Concrete	NA	B	0.4 mg/cm2
4th - 404	Interior Column	Silver	Concrete	NA	B	0.2 mg/cm2
4th - 404	Interior Ceiling	Black	Brick	NA	B	0.2 mg/cm2
4th - 404	Interior Ceiling	Gray	Concrete	NA	B	0.1 mg/cm2

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4th - 401 Corridor - North	Interior Wall	Gray	Brick	NA	B	0.1 mg/cm2
4th - 401 Corridor - North	Interior Wall	Black	Brick	NA	B	0.0 mg/cm2
4th - 403	Interior Floor	Gray	Concrete	NA	B	0.2 mg/cm2
4th - 402	Interior Ceiling	Gray	Concrete	NA	B	0.1 mg/cm2
				NA	B	
				NA	B	
				NA	B	

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Side Wall Identification (A-D) - Perimeter wall sides were identified with letters A, B, C and D. Side A is the entry door side. Side B, C and D are identified clockwise from side A as one faces the dwelling; if entry was unclear, directional indications were used (N, S, E, W).

Certified Lead Company
 Environmental Management Consulting
 W7748 County Highway V
 Lake Mills, WI 53551
 Cert #DHS-13160
 Phone: (920) 648-6343

PARTIAL LEAD INSPECTION EMC XRF DATA SUMMARY

Client: State of WI
 Project Number: 220128-04
 Building Name: Building #5, 626 N. 28th Street, Milwaukee, WI
 Dates of Construction: Unknown
 Date of Sampling: July 7, 2022
 XRF Serial Number: 2442

Jeremy R. Noegel
 W7748 County Highway V, Lake Mills, WI
Cert #LII-105450
 Phone: (920) 648-6343

Jeremy Noegel

ROOM/ AREA	LOCATION	PAINT/ VARNISH COLOR	SUBSTRATE	CURRENT CONDITION	A/B CLASS	XRF RESULTS
Exterior	Exterior Wall	White	CB	NA	B	0.3 mg/cm ²
Exterior	Exterior Wall	White	CB	NA	B	0.2 mg/cm ²
Exterior	Exterior Wall	White	Concrete	NA	B	0.1 mg/cm ²
1st Floor - Kitchen	Interior Chimney	White	Brick	NA	B	0.0 mg/cm ²
Basement Stairs	Interior Wall	White	Brick	NA	B	0.6 mg/cm ²
Basement Stairs	Interior Floor	Green	Concrete	NA	B	0.3 mg/cm ²
Basement - Furnace Rm	Interior Floor	Green	Concrete	NA	B	0.1 mg/cm ²
Basement - Furnace Rm	Interior Wall	White	Brick	NA	B	0.1 mg/cm ²
Basement - North Storage	Interior Wall	White	Brick	NA	B	0.1 mg/cm ²
Basement - North Storage	Interior Floor	White	Concrete	NA	B	0.2 mg/cm ²

Key

Calibration: Where calibration is indicated, the date and initial/final (I, F). Calibration is noted in this space

Substrate: Indicates substrate at sampling location - **B**=Block, **M**=Metal, **P**=Plaster, **D**=Drywall, **W**=Wood, **C**=Concrete, or other as described

Condition: Condition of paint at the time of sampling as established in assessment protocol - **I**=Intact, **P**=Poor, **F**=Fair

Classification: Indicates levels related to the 1.0 mg/cm² lead regulatory limit - **A**=Lead loading above 1.0 mg/cm² (lead paint), **B**=Lead loading below 1.0 mg/cm². Paint identified at <1.0 mg/cm² may still contain measurable quantities of lead.

Side Wall Identification (A-D) - Perimeter wall sides were identified with letters A, B, C and D. Side A is the entry door side. Side B, C and D are identified clockwise from side A as one faces the dwelling; if entry was unclear, directional indications were used (N, S, E, W).

Certified Lead Company
 Environmental Management Consulting
 W7748 County Highway V
 Lake Mills, WI 53551
 Cert #DHS-13160
 Phone: (920) 648-6343

PARTIAL LEAD INSPECTION EMC XRF DATA SUMMARY

Client: State of WI
 Project Number: 220128-04
 Building Name: Building #6, 626A N. 28th Street, Milwaukee, WI
 Dates of Construction: Unknown
 Date of Sampling: July 7, 2022
 XRF Serial Number: 2442

Jeremy R. Noegel
 W7748 County Highway V, Lake Mills, WI
Cert #LII-105450
 Phone: (920) 648-6343

Jeremy Noegel

ROOM/ AREA	LOCATION	PAINT/ VARNISH COLOR	SUBSTRATE	CURRENT CONDITION	A/B CLASS	XRF RESULTS
Basement	Interior Wall	White	Brick	NA	B	0.1 mg/cm ²
Basement	Interior Wall	Gray	Brick	NA	B	0.2 mg/cm ²
Basement	Interior Wall	White	Brick	NA	B	0.2 mg/cm ²
Basement	Interior Wall	White	CB	NA	B	0.0 mg/cm ²
Basement	Interior Wall	Black	Brick	NA	B	0.1 mg/cm ²
Exterior	Exterior Wall	Tan	Brick	NA	B	0.2 mg/cm ²
Exterior	Exterior Wall	Tan	Brick	NA	B	0.1 mg/cm ²
Exterior	Exterior Wall	Blue	Brick	NA	B	0.0 mg/cm ²
Exterior	Exterior Wall	Black	Brick	NA	B	0.1 mg/cm ²

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PARTIAL LEAD INSPECTION EMC XRF DATA SUMMARY

Client: State of WI
 Project Number: 220128-04
 Building Name: Building #7, 2716 W. Michigan Ave., Milwaukee, WI
 Dates of Construction: Unknown
 Date of Sampling: July 7, 2022
 XRF Serial Number: 2442

Jeremy R. Noegel
 W7748 County Highway V, Lake Mills, WI
Cert #LII-105450
 Phone: (920) 648-6343

Jeremy Noegel

ROOM/ AREA	LOCATION	PAINT/ VARNISH COLOR	SUBSTRATE	CURRENT CONDITION	A/B CLASS	XRF RESULTS
Exterior	Exterior Wall	Black	Brick	NA	B	0.5 mg/cm ²
Exterior	Exterior Wall	Brown	Mortar	NA	B	0.1 mg/cm ²
Exterior	Exterior Wall	Brown	Mortar	NA	B	0.1 mg/cm ²
Basement Stairs - SE	Interior Wall	Cream	Brick	NA	B	0.7 mg/cm ²
Basement	Interior Wall - North	Cream	Brick	NA	B	0.0 mg/cm ²
Basement	Interior Wall - NE	Cream	Brick	NA	B	0.0 mg/cm ²
Basement	Interior Floor	Gray	Concrete	NA	B	0.1 mg/cm ²
Basement Stairs - East	Interior Floor	Gray	Concrete	NA	B	0.0 mg/cm ²
Basement Stairs - East	Interior Wall	Cream	Brick	NA	B	0.0 mg/cm ²
Basement	Interior Wall - East	Black	Brick	NA	A	4.5 mg/cm ²
Basement	Interior Wall - East	Black	Brick	NA	A	5.8 mg/cm ²
Basement	Interior Wall - East	Black	Brick	NA	A	6.8 mg/cm ²

Key

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 Phone: (920) 648-6343

PARTIAL LEAD INSPECTION EMC XRF DATA SUMMARY

Client: State of WI
 Project Number: 220128-04
 Building Name: Building #8, 605 N. 27th Street, Milwaukee, WI
 Dates of Construction: Unknown
 Date of Sampling: July 7, 2022
 XRF Serial Number: 2442

Jeremy R. Noegel
 W7748 County Highway V, Lake Mills, WI
Cert #LII-105450
 Phone: (920) 648-6343

Jeremy Noegel

ROOM/ AREA	LOCATION	PAINT/ VARNISH COLOR	SUBSTRATE	CURRENT CONDITION	A/B CLASS	XRF RESULTS
Exterior	Exterior Wall	Pink	Brick	NA	B	0.0 mg/cm ²
Exterior	Exterior Wall	Red	Brick	NA	B	0.1 mg/cm ²
Lobby	Interior Floor	Brown	Brick	NA	B	0.2 mg/cm ²
Dining Area	Interior Floor	Tan	Brick	NA	B	0.2 mg/cm ²
Kitchen	Interior Floor	Red	Quarry Tile	NA	B	0.3 mg/cm ²
Kitchen	Interior Floor	Red	Quarry Tile	NA	B	0.3 mg/cm ²

Key

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Condition: Condition of paint at the time of sampling as established in assessment protocol - **I**=Intact, **P**=Poor, **F**=Fair

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Certified Lead Company
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 Lake Mills, WI 53551
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 Phone: (920) 648-6343

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SECTION 01 74 19
CONSTRUCTION WASTE MANAGEMENT
BASED ON DFD MASTER SPECIFICATION DATED 01/01/2022

1 **SCOPE**

2 This Section addresses and specifies salvaging, reusing, recycling and disposing of all project
3 Construction Waste.

4
5 **Part 1 - General**

6 Related Work

7 Definitions

8 Diversion Goal

9 Submittals

10 Construction Waste Management Plan

11 **Part 2 – Products** Not Applicable

12 **Part 3 - Execution**

13 Construction Waste Management Implementation

14
15
16 **PART 1 - GENERAL**

17
18 **RELATED WORK**

19 Other Applicable provisions of Division 01 shall govern all work under this Section.

20 General Requirements Article 5: *Hazardous Substances*

21 General Requirements Article 30: *Cleaning and Waste Disposal*

22 Section 02 41 13 Demolition

23 Section 02 82 13 Asbestos Abatement

24 Section 26 05 02 Electrical Demolition For Remodeling

25
26 **DEFINITIONS**

27 Clean: Untreated and unpainted; not contaminated with oils, solvents, sealant (caulk), or the like.

28 Construction Waste: An umbrella term for construction, demolition and remodeling solid waste,
29 typically including extra building materials, rubble & material that has reached the end of its useful
30 life for its intended use, packaging, trash & debris incidental to the project construction.

31 Construction Waste includes salvageable, returnable, recyclable, and reusable material.

32 Diversion Goal: Percentage of Construction Waste material (by weight or by volume) which is
33 intended to be reused, recycled, returned or otherwise salvaged and thus diverted from landfill.

34 Hazardous Waste: Waste that is ignitable, corrosive, toxic and/or reactive and poses substantial
35 or potential threats to public health or the environment. Hazardous Waste is not recyclable and
36 not included when calculating Diversion Goal or percentage and shall be disposed of according to
37 the General Requirements.

38 Landfill Tipping Fees: Monies paid for burying non-recyclable Waste in the landfills.

39 Recycle: To sort, clean, treat & reconstitue or remanufacture Construction Waste materials for
40 reuse in the same form or some altered form. Recycling does not include burning, incinerating, or
41 thermally destroying waste.

42 Return: To give back reusable items or unused products to vendors for credit.

43 Reuse: To reuse a Construction Waste material on the project site.

44 Scrap Revenue: Monies received by the hauler for recyclable materials.

45 Trash: Non-hazardous products or materials unable to be reused, returned, recycled, or salvaged.

1 Data Logging Program: Online reporting tool for construction waste management, accessed
2 through the DFD WisBuild project website or directly at the program's website. WasteCap
3 Resource Solutions manages the DFD's program on ReTRAC Connect. Contractors bear no cost
4 for using ReTRAC. Information about the DFD's program on ReTRAC can be found by contacting
5 WasteCap Resource Solutions.
6

7 **DIVERSION GOAL**

8 Divert **75%** by weight or volume of total waste generated through Substantial Completion.
9

10 **SUBMITTALS**

11 The Prime Contractor shall develop and compile the following Construction Waste Management
12 (CWM) project information in cooperation with all Contractors and subcontractors:
13

- 14 • **CWM Plan:** Required prior to commencing demolition, construction or waste removal activities
15 and no later than 15 days after Notice to Proceed.
16
- 17 • **CWM Final Report:** At Substantial Completion, the Prime Contractor shall submit a Final
18 Report summarizing total waste and trash quantities and rates for all Contractors over the
19 course of the project.
20

21 **CWM Plan and Report information above shall be available from the Prime Contractor upon**
22 **request.**
23

24 **CONSTRUCTION WASTE MANAGEMENT (CWM) PLAN**

25 The CWM Plan shall include, but is not limited, to the following:
26

- 27 • **Schedule** - Include milestones and key reporting dates of construction waste management.
28
- 29 • **Trash Materials List** - Include estimated quantities and types of materials expected to be
30 discarded as trash.
31
- 32 • **Diverted Materials List** - Include estimated quantities and types of Construction Waste
33 materials anticipated to be salvaged, reused, returned or recycled. Identify applicable markets
34 for reuse and/or recycling. At a minimum, include scrap metal and all other materials required by
35 statute or regulation to be recycled (e.g., cardboard, cans, bottles, office paper, fluorescent
36 tubes, refrigerants, mercury, etc.). Other recyclable materials may include, but are not limited to:
37 Aluminum Cans, Straps, and Sheet: Recycle as metal.
38 Asphalt: Break up and transport to asphalt-to-asphalt recycling facility.
39 Brick: Can be reused whole, or crushed for use as landscape cover, sub-base material or fill.
40 Crushing of materials on site is not permitted.
41 Building Components and Fixtures: Windows, doors, cabinets, hardware, plumbing and
42 electrical fixtures may be salvaged. Porcelain plumbing fixtures may be crushed for fill. Crushing
43 of materials on site is not permitted.
44 Carpet and Carpet Pad: Carpet may be able to be reused or recycled if sufficient quantities are
45 generated. Store clean, dry carpet and pad in a closed container or trailer.
46 Ceiling Panels: Ceiling panels may be able to be recycled if sufficient quantities are generated.
47 Sort by size, palletize, and shrink-wrap for shipment to and recycling by a ceiling tile
48 manufacturer.
49 Concrete, Precast Concrete: Can/may be able to crushed and graded for use as riprap,
50 aggregate, sub-base material, or fill. Remove steel reinforcement and other metals and recycle
51
52

1 with other metals. Neutralize alkalinity of concrete fill if planting above. Crushing of materials on
2 site is not permitted.

3 Concrete Block: Can be reused whole, or crushed for use as sub-base material or fill, used as
4 concrete aggregate. Crushing of materials on site is not permitted.

5 Corrugated Cardboard and Paper: Separate for recycling into new paper products. Painted,
6 waxed or muddy cardboard or paper is unsuitable for recycling and should be discarded.

7 Dimensional Lumber, Oriented Strand Board, Plywood, Crates, and Pallets: Large pieces can
8 be reused. Wood unsuitable for reuse may be used to manufacture particleboard and other
9 composite wood products, chipped or shredded for use as animal bedding, landscape use,
10 groundcover, mulch, compost, pulp, or process fuel. Painted or treated wood may not be
11 recycled. Some recyclers have equipment to remove nails.

12 Doors and Hardware: May be reused. Brace open end of door frames and leave door
13 hardware attached to doors, except for removing door closers,.

14 Glass Containers: Recycle as glass.

15 Gypsum Board: Clean Standard, Type X, and Plaster Base (standard blue board) drywall, free
16 of tape, joint compound, paint, nails, screws, or other contaminants may be processed and
17 spread as a soil amendment. (Gypsum wallboard WR (green), Sheathing (brown/black), Mold
18 Resistant Panels or Specialty Type X cannot be used due to additives unsuitable in soil
19 amendments.)

20 Land Clearing Brush and Logs: Can be chipped or shredded for use as ground cover, mulch,
21 compost, pulp, or process fuel. Larger branches or logs may be used as raw material for
22 various products or other purposes.

23 Lighting Fixtures: Separate lamps by type and protect from breakage.

24 Metals, Ferrous and Nonferrous: Separate for recycling: banding, castings, ceiling grid,
25 copper and other metal pipe, conduit and accessories, ductwork, extruded metals, rebar and
26 metal stud cut-offs, roofing and sheet metals, miscellaneous steel shapes, miscellaneous metal
27 parts, structural steel.

28 Piping: If separated for reuse, reduce piping to straight lengths and store with joints,
29 accessories and other components by type and size.

30 Vinyl: Siding, window extrusions, floor tiles, and sheet flooring may be able to be separated for
31 recycling into new vinyl products.

32

- 33 • **Separation and Materials Handling Services and Equipment:** Description of how
34 Construction Waste materials will be separated, cleaned (if necessary), protected from
35 contamination and diverted, and the entity who will perform those services.
- 36
- 37 • **Documentation Procedures: Description of the method of collecting data and document**
38 **materials reused on site, leaving the project site as trash, or diverted for recycling. All**
39 **diversion and waste by all contractors and subcontractors on the project must be**
40 **incorporated into the CWM Progress Reports.**
- 41
- 42 • **Educational and Motivational Procedures:** Means and methods the Prime Contractor will
43 employ to ensure full participation of all project construction personnel in CWM Plan activities.
44 These might include periodic meetings, demonstrations, incentive/reward programs, etc.
- 45
- 46 • **Construction Waste Auditing Procedures:** Methods of monitoring and enforcing adherence
47 to CWM Plan.
- 48
- 49

1 **PART 2 – PRODUCTS** (Not Applicable)

2
3
4 **PART 3 – EXECUTION**

5
6 **CONSTRUCTION WASTE MANAGEMENT IMPLEMENTATION**

7 The Prime Contractor is responsible for implementing the Construction Waste management
8 requirements specified herein and shall designate a Waste Manager to coordinate and monitor the
9 waste management activities of all Contractors and subcontractors, including coordination of
10 separation, handling, recycling, salvage, reuse, and return methods used by all project construction
11 personnel.

12
13 Contractors and subcontractors who do their own recycling shall report all applicable Construction
14 Waste recycling and Trash amounts to the Prime Contractor as needed to support the development
15 of the CWM Plan and Progress and Final Reports.

16
17 The Prime Contractor shall also provide:

- 18
19 • **Education and Instruction:** Prime Contractor shall provide on-site instruction as described in
20 the CWM Plan to engage all construction personnel in separation, handling, recycling, salvage,
21 reuse, and return methods throughout the project.
22
23 • **Separation Facilities:** Prime Contractor shall lay out and identify a specific area on the site
24 and shall provide sorting bins for separating materials for recycling, salvage, reuse, and returns.
25 The Prime Contractor shall clearly identify the recycling area and sorting bins with durable signs
26 and shall keep it neat and clean to avoid contamination of materials.

27
28 Acceptable sorting methods are:

- 29 —Sorting recyclable materials at the Project site and transporting them to recycling markets
30 directly from the Project site.
31
32 —Employing haulers who make use of a materials-recovery facility or a transfer station where
33 recyclable materials are sorted from the waste and recycled before disposing of the
34 remainder. If using a hauler or recycling facility to sort out recyclables, verify that the hauler
35 sorts out all construction waste loads and is not limited to those that are not acceptable at the
36 landfill. Verify that the hauler or recycling facility recycles at least three types of materials.

END OF SECTION

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SECTION 02 05 00
COMMON WORK RESULTS FOR EXISTING CONDITIONS
BASED ON DFD MASTER SPECIFICATION DATED 10/01/2012

PART 1 - GENERAL

SCOPE

This section provides information common to two or more technical site work specification sections or items that are of a general nature, and not included in other sections. This section applies to ALL site work, as applicable. Included are the following topics:

PART 1 - GENERAL

- Scope
- Related Work
- Referenced Organizations
- Referenced Documents
- Quality Assurance
- Safety
- Permits
- Construction Limits
- Submittals
- Off Site Storage
- Codes
- Certificates and Inspections

PART 2 - MATERIALS

- Barricades, Signs, and Warning Devices
- Temporary Plastic Barrier Fencing

PART 3 - EXECUTION

- Maintenance of Site and Building Access/Egress
- Continuity of Existing Traffic/Parking and Traffic Control
- Protection and Continuity of Existing Utilities
- Protection of Existing Work and Facilities
- Stormwater/Excavation Water Management

RELATED WORK

Applicable provisions of Division 1 govern work under this Section.

REFERENCED ORGANIZATIONS

Applicable provisions of Division 1 shall govern all work under this section.

Abbreviations of organizations referenced in these specifications are as follows:

AASHTO	American Association of State Highway and Transportation Officials
ACPA	American Concrete Pipe Association
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
AWS	American Welding Society
FHA	Federal Highway Administration
EPA	Environmental Protection Agency
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association

1	NFPA	National Fire Protection Association
2	NSF	National Sanitation Foundation
3	OSHA	Occupational Safety and Health Administration
4	STI	Steel Tank Institute
5	UL	Underwriters Laboratories Inc.
6	WDNR	State of Wisconsin Department of Natural Resources
7	WISDOT	State of Wisconsin Department of Transportation

8

9 **REFERENCED DOCUMENTS**

10 Where reference is made to the "SSHSC", it shall mean the pertinent sections of the State of Wisconsin,
 11 Department of Transportation, Standard Specifications for Highway and Structure Construction, current
 12 edition, and all supplemental and interim supplemental specifications. Where reference is made to the
 13 "SSSWC", it shall mean pertinent sections of the Standard Specifications for Sewer and Water
 14 Construction in Wisconsin, current edition. Where reference is made to the "BMPH", it shall mean the
 15 Wisconsin Construction Site Best Management Practice Handbook, current edition as published by the
 16 WDNR. Method of measurement and basis of payment sections in referenced documents shall not apply.

17

18 **QUALITY ASSURANCE**

19 Provide materials and products as required by individual specification sections. Refer to Section GC -
 20 General Conditions of the Contract regarding substitutions.

21

22 Provide quality assurance testing and reporting as required by individual specification sections.

23

24 **SAFETY**

25 Contractor is solely responsible for worksite safety.

26

27 Perform all work in accordance with applicable OSHA, state and local safety standards.

28

29 Contact Diggers Hotline at 1-800-242-8511 in accordance with statutory requirements. Request that non-
 30 member utilities and private utilities be located by the appropriate parties.

31

32 **PERMITS**

33 Unless otherwise noted in the Contract Documents, Contractor shall be responsible for obtaining and
 34 paying for all permits necessary to complete the work.

35

36 **CONSTRUCTION LIMITS**

37 Construction Limits are indicated on the drawings. In the absence of such a designation on the drawings,
 38 confine work to the minimum area reasonably necessary to undertake the work as determined by the DFD
 39 Construction Representative. In no case shall construction activities extend beyond state property lines or
 40 construction easements without approval of the DFD Construction Representative.

41

42 The Contractor shall restore all disturbed areas in accordance with the drawings and specifications. If plans
 43 and specifications do not address restoration of specific areas, these areas will be restored to pre-
 44 construction conditions as approved by the DFD Construction Representative.

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SUBMITTALS

Refer also to Section GC - General Conditions of the Contract and Division 1.

Submit manufacturer's shop drawings, product data, samples, substitutions and operation and maintenance (O&M) data for approval as required by individual specification sections.

Unless otherwise noted, provide 6 copies of each submittal. Submit to project architect/engineer (A/E) unless otherwise directed by DFD Construction Representative at the Pre-Construction Meeting.

OFF SITE STORAGE

Refer to Division 1.

In general, the payments for materials stored off site will only be considered in instances where there is limited space available for storage on the site. Prior approval by the DFD Construction Representative, together with the execution of a Storage Agreement will be required.

CODES

Comply with the requirements of all applicable, local, state and federal codes.

CERTIFICATIONS AND INSPECTIONS

Refer to Section GC - General Conditions.

Obtain and pay for all required sampling, testing, inspections, and certifications except those expressly listed as provided by the A/E or other third party in the Contract Documents. Deliver originals of certificates and documents to the DFD Construction Representative w/I 3 days; provide copies to the A/E. Include copies of the certifications and documents in the O&M Manual.

PART 2 - MATERIALS

BARRICADES, SIGNS, AND WARNING DEVICES

Traffic barricades, traffic signs, and warning devices shall meet the requirements of applicable OSHA standards and the FHA Manual of Uniform Traffic Control Devices (MUTCD).

BARRIER FENCING

Per General Requirements Part 16.

PART 3 - EXECUTION

MAINTENANCE OF SITE AND BUILDING ACCESS/EGRESS

Unless otherwise shown or directed, maintain existing access and egress to the facility throughout construction. Maintain emergency vehicle access, and emergency egress. Do not interrupt access and egress without prior written approval from the DFD Construction Representative.

CONTINUITY OF EXISTING TRAFFIC/PARKING AND TRAFFIC CONTROL

Refer also to Section GR - General Requirements.

When working in public right-of-way, obtain all necessary approvals and permits from applicable municipalities and WISDOT.

1 When Contractor's activities impede or obstruct traffic flow, Contractor shall provide traffic control
2 devices, signs and flaggers in accordance with other Contract Documents and the current version of the
3 MUTCD, or as shown on the Drawings.

4
5 **PROTECTION AND CONTINUITY OF EXISTING UTILITIES**

6 Verify the locations of any water, drainage, gas, sewer, electric, drainage, gas, sewer, electric,
7 telephone/communication, fuel, steam lines or other utilities and site features which may be encountered in
8 any excavations or other sitework. All lines shall be properly underpinned and supported to avoid
9 disruption of service.

10
11 Do not interrupt or change existing utilities without prior written approval from the DFD Construction
12 Representative, affected utilities and users. Notify all users impacted by outages a minimum of 48 hours in
13 advance of outage. Notification shall be provided in writing and describe the nature and duration of
14 outages and provide the name and number of Contractor's foreman or other contact.

15
16 Any service connections encountered which are to be removed shall be cut off at the limits of the
17 excavation and capped in accordance with the requirements of applicable codes and any specifications
18 governing such removals.

19
20 **PROTECTION OF EXISTING WORK AND FACILITIES**

21 Verify the locations of, and protect, any signs, paved surfaces, buildings, structures, landscaping,
22 streetlights, utilities, and all other such facilities that may be encountered or interfered with during the
23 progress of the work. Take measures necessary to safeguard all existing work and facilities that are outside
24 the limits of the work or items that are within the construction limits but are intended to remain. Report
25 any damage to existing facilities to the DFD Construction Representative immediately. Correct and pay for
26 all damages.

27
28 **STORMWATER/EXCAVATION WATER MANAGEMENT**

29 Control grading around structures, pitch ground to prevent water running into excavated areas.

30
31 Pits, trenches within building lines and other excavations shall be maintained free of water.

32
33 Provide trenching, pumping, other facilities required.

34
35 Notify Architect/Engineer if springs or running water are encountered in excavation; provide discharge by
36 trenches, drains, pumping to point outside of excavation. Provide information to Architect/Engineer of
37 points and areas that water will be discharged. At the Engineer's option, the Contractor shall drain the
38 spring to the storm sewer system by the use of field tile.

39
40 Be responsible for control measures to prevent damage from flooding, erosion, and sedimentation to on-site
41 and off-site areas.

42
43 **END OF SECTION**

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SECTION 02 41 13
DEMOLITION
BASED ON DFD MASTER SPECIFICATION DATED 9/17/2014

PART 1 - GENERAL

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SCOPE

The work under this section shall consist of providing all work, materials, labor, equipment, and supervision necessary to provide for the demolition of site work and such features as required in these specifications and on the drawings. Included are the following topics:

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PART 1 - GENERAL

- Scope
- Related Work
- Submittals
- Record Drawings
- Safety
- Permits
- Quality Assurance
- Quantities
- Disconnection of Services

PART 2 - MATERIALS

- Equipment

PART 3 - EXECUTION

- Examination
- Preparation
- Protection of Existing Work and Facilities
- Demolition
- Building Demolition
- Demolition below Grade
- Demolition Backfill
- Transportation and Disposal of Demolition Waste

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RELATED WORK

Applicable provisions of the General Conditions and Division 1 shall govern work under this section.

- Section 02 05 00 - Common Work Results for Existing Conditions
- Section 02 82 13 - Asbestos Abatement
- Section 26 05 02 - Electrical Demolition
- Section 31 25 00 - Erosion Control

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SUBMITTALS

For utilities or other services requiring removal or abandonment in-place, submit materials documenting completion of such work.

Submit record drawings.

Submit copies of records documenting recycling or disposal of demolition materials from the site.

1 **RECORD DRAWINGS**

2 Maintain record drawings showing actual locations of utilities and other features encountered, and any
3 deviations from the original design. Show actual limits of removal and demolition.
4

5 **SAFETY**

6 Verify that all gas and electrical utilities have been abandoned or disconnected and associated hazards
7 mitigated, prior to beginning any demolition.
8

9 Take all necessary precautions while dismantling piping containing gas, gasoline, oil or other explosive or
10 toxic fluids or gases. Purge lines and contain materials in accordance with all applicable regulations. Store
11 such piping outdoors until fumes are removed.
12

13 Maintain a clean and orderly site. Remove debris at end of each workday.
14

15 Burning of debris is not permitted.
16

17 If hazardous materials are not anticipated, but encountered, terminate operations and contact the DFD
18 Construction Representative immediately. Follow all applicable local, state and federal regulations
19 pertaining to hazardous materials.
20

21 **PERMITS**

22 Unless otherwise noted, Contractor shall be responsible for obtaining and paying for all permits necessary to
23 complete demolition work.
24

25 If necessary, file and maintain Notification of Demolition and/or Renovation and Application for Permit
26 Exemption (WDNR Form 4500-113) in accordance with the Wisconsin Administrative Code Chapter
27 NR447.
28

29 **QUALITY ASSURANCE**

30 Regulatory Requirements: Comply with governing EPA notification regulations before beginning
31 demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
32

33 **QUANTITIES**

34 Quantities shown are approximate and for bidders information on the general scope of work. This is a lump
35 sum bid, no adjustments will be made on prices for differences in quantities or conditions shown.
36

37 **DISCONNECTION OF SERVICES**

38 Prior to starting removal and/or demolition operations be responsible and coordinate disconnection of all
39 existing utilities, communication systems, alarm systems and other services.
40

41 Disconnect all services in manner which insures continued operation in facilities not scheduled for
42 demolition.
43

44 Disconnect all services in manner which allows for future connection to that service.
45

46 Disconnect services to equipment at unions, flanges, valves, or fittings wherever possible.
47
48

49 **PART 2 - MATERIALS**

50 **EQUIPMENT**

51 Use Contractor's normal equipment for demolition purposes and which meets all safety requirements imposed
52 on such equipment.
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PART 3- EXECUTION

EXAMINATION

Demolition Drawings are based on casual field observation and/or existing documents. Report discrepancies to the DFD Field Representative before disturbing existing installation.

Verify that abandoned wiring and equipment serve only abandoned facilities.

Verify whether or not PCB ballasts exist in light fixtures which will be disposed of. If PCB light fixture ballasts exist, then follow requirements in Section 26 05 02 - Electrical Demolition.

Verify that utilities have been disconnected and capped before starting demolition operations.

Verify that hazardous materials have been remediated before proceeding with building demolition operations.

Beginning of demolition means Contractor accepts existing conditions.

PREPARATION

Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished. Strengthen or add new supports when required during progress of demolition or abatement.

Disconnect electrical systems in walls, floors, and ceilings. Contractor is responsible for disconnecting the electrical feed to the project site. Demolition cannot begin until the contractor has completed the temporary electric connection.

Coordinate utility service outages with the DFD Field Representative. Also, if applicable, coordinate utility service outages with the local Utility Company.

Provide temporary wiring and connections to maintain temporary systems during demolition. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.

PROTECTION OF EXISTING WORK AND FACILITIES

Take all measures necessary to safeguard all existing work and facilities which are outside the limits of the work.

Furnish and install fencing or other barriers as necessary to protect existing features.

Verify the locations of, and protect, any buildings, structures, utilities, paved surfaces, signs, streetlights, utilities, monitoring wells, and all other such facilities that are intended to remain or be salvaged.

Make such explorations and probes as necessary to ascertain any required protection measures that shall be used before proceeding with demolition.

Provide and maintain adequate catch platforms, warning lights, barricades, guards, weather protection, dust protection, fences, planking, bracing, shoring, piling, signs, and other items required for proper protection. Provide protection for workmen, public, adjacent construction and occupants of existing buildings.

Report damage of any facilities or items scheduled for salvaging to the DFD Construction Representative.

Repair or replace any damaged facilities that are not scheduled for demolition.

Explosives shall not be used for demolition.

1 Keep streets, walks and all other adjacent paved areas clean and swept clear of dirt, mud and debris deposited
2 as a result of this operation.

3
4 Protect surrounding area from dust. Control rodents, and other vermin associated with demolition operations.
5

6 **DEMOLITION**

7 Demolish and remove all buildings and structures scheduled for demolition as shown on the plans.
8

9 Abandon gas, electric and communication utilities in accordance with local utility company requirements, or
10 applicable substantive requirements if considered private.
11

12 Carry out vehicle loading as necessary within the project boundaries or as defined or indicated on the
13 drawings, but not in locations that block vehicular traffic on the streets or pedestrian traffic on adjacent public
14 walks.
15

16 Dismantle each structure in an orderly manner to provide complete stability of the structure at all times.
17 Provide bracing and shoring where necessary to avoid premature collapse of structure.
18

19 Conduct demolition operations and the removal of rubbish and debris in such a way that a minimum of
20 nuisance dust is caused. Constantly sprinkle rubbish and debris with water if necessary to keep nuisance dust
21 to a minimum.
22

23 Where necessary to prevent collapse of any construction, install temporary shores, underpinning, struts or
24 bracing. Do not commence demolition work until all temporary construction is complete.
25

26 During the execution of the work, provide, operate, and maintain all pumping equipment, suction and
27 discharge lines in a number of capacity as required to keep all cellars and pits free of water from any source
28 whatsoever at all times.
29

30 Masonry and concrete shall be demolished in small sections. Use braces and shores as necessary to support
31 the structure of the building or structure and protect it from damage. Where limits of demolition are exposed
32 in the finished work, cutting shall be made with saws, providing an absolutely straight line, plumb, true and
33 square. Crushing of materials on-site is not permitted.
34

35 All water and sanitary sewer lines shall be plugged at the ROW line in accordance with City of Milwaukee
36 ordinance 225-9. Abandonment of Sewer and Water Connections.
37

38 Do not interrupt existing water supply without approval from DFD Project Representative, municipal water
39 utility, and local fire department.
40

41 Existing sanitary sewer that is no longer in service, but is left in place shall be abandoned in accordance
42 with Section 3.2.24 of the SSSWC. (Standard Specifications for Sewer and Water Construction in
43 Wisconsin, current edition)
44

45 **BUILDING DEMOLITION**

46 Proceed with demolition in a systematic manner, from top of structure to ground. Complete demolition work
47 above each floor or tier before disturbing supporting members on lower levels.
48

49 Neatly saw or cut joints at the limits of removal; whenever possible, locate cuts at existing joints.
50

51 Cut existing plaster with power saws equipped with plaster cutting blades and dust collection system.
52

53 Patch or repair any damaged surfaces or structural members at the limits of removal.
54

1 Remove structural framing members and lower to ground by hoists, derricks or other suitable means.
2
3 Locate demolition equipment and remove structure so as to not impose excessive loads to supporting walls,
4 floors or framing.
5
6 Break up and remove concrete slabs-on-grade, unless otherwise shown to remain.
7

8 **DEMOLITION BELOW GRADE**
9

10 Demolish foundation walls and other below grade features in accordance with the plans. Unless otherwise
11 noted, remove all below grade features to a point 4' below adjoining existing grade, or proposed grade,
12 whichever is lower. Basement and/or lowest level floors more than 4' below existing grade need not be
13 removed, but must be broken up to permit drainage.
14

15 **DEMOLITION BACKFILL**

16 Backfill and compact below grade areas and voids resulting from demolition of structures and other
17 abandonment and demolition.
18

19 Backfilling shall not begin until demolition and abandonment has been approved and documented by the
20 DFD Construction Representative.
21

22 Prior to placement of fill materials, ensure that areas to be filled are free of standing water, frost, frozen
23 materials, trash and debris.
24

25 Backfill type, lift thickness and compaction requirements shall be in accordance with Section 31 20 00 –
26 Earthmoving.
27

28 **TRANSPORTATION AND DISPOSAL OF DEMOLITION WASTE**

29 Transport and dispose all demolition waste in accordance with local, state, and federal guidelines.
30

31 Whenever possible, or otherwise required by the Contract Documents, recycle demolition waste.
32

33 Demolition waste shall be disposed of at a landfill or dumpsite designed and approved to accept the given
34 waste.
35

36 Maintain records documenting recycling and disposal of demolition waste. Record description of material,
37 date removed, quantity removed, method of transport and recycling/disposal destination.
38

39 **END OF SECTION**

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3 **SECTION 02 82 13**
4 **ASBESTOS ABATEMENT**
5 **BASED ON DFDM MASTER SPECIFICATION DATED 7/15/05 (Rev5/2/2019)**
6
7 **PART 1 - GENERAL**

8 **SCOPE**

9 Perform all operations in connection with asbestos abatement, encapsulation, removal and related
10 work as shown on drawings and/or specified herein.

11 **PART 1 - GENERAL**

12 Related work
13 Description of Work
14 References
15 Qualifications
16 Definitions
17 Submittals and Notices
18 Site Security
19 Emergency Planning
20 Preconstruction Meeting
21 Delivery, Storage and Handling

22 **PART 2- PRODUCTS**

23 Materials
24 Equipment

25 **PART 3 - EXECUTION**

26 General Compliance Measures
27 Preparations of Regulated Area
28 Decontamination Enclosure System
29 Temporary Isolation Partitions
30 Maintenance of Enclosure System
31 Workplace Entry and Exit Procedures
32 Waste Container Pass-Out Procedure
33 Water Collection and disposal
34 Wet Removal Procedure
35 Ceiling System Removal
36 Pipe Tunnel or Crawl Space Removal Work
37 Flooring Removal
38 Small Scale - Short Duration Removal Procedure
39 Encapsulation Procedures
40 Enclosure Procedure
41 Air Monitoring
42 Cleanup Procedure
43 Disposal Procedures
44 Reestablishment of Regulated Area

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46
47 **RELATED WORK**

48 Applicable provisions of Division 1 govern work under this Section.

49
50 02 41 13 - Demolition

51
52 **DESCRIPTION OF WORK;**

53
54 AAC shall remove all RACM (Regulated Asbestos Containing Material) prior to demolition of
55 Buildings 1-8. The following is a summary of required RACM to be removed prior to demolition.

SUMMARY OF REGULATED ASBESTOS CONTAINING MATERIALS (RACM)			
BUILDING NO. 1 – 2701 W. WISCONSIN AVENUE			
Floor / Location	RACM Description	Approximate Quantity	Comments
Basement	Pipe Insulation	104 LF	
Basement	Vibration Dampener	1 Each	
Basement	Chimney Patch Material	4 Sq. Ft.	
Basement Stairs	Pipe Insulation	10 LF	
First Floor	Pipe Insulation	212 LF	
First Floor	Tar Pipe Wrap	18 LF	
Second Floor	Pipe Insulation	12 LF	
Exterior	Decorative Wall/Soffit Material	540 Sq. Ft.	East Side of Building and North Soffits

1

SUMMARY OF REGULATED ASBESTOS CONTAINING MATERIALS (RACM)			
BUILDING NO. 2 – 2715 W. WISCONSIN AVENUE			
Floor / Location	RACM Description	Approximate Quantity	Comments
Basement	Pipe Insulation	98 LF	
Basement	Pipe Flange Gaskets	2 Each	
Basement	Fire Doors	2 Each	
Basement	Boiler (Insulation/Gaskets/Refractory)	1 Each – 5'X5'X5'	
First Floor	Pipe Insulation	420 LF	
First Floor	Pipe Fitting Insulation on Fiberglass Insulation	76 Each	
First Floor	Fire Door	1 Each	
Second Floor	Pipe Insulation	145 LF	
Second Floor	Pipe Fitting Insulation on Fiberglass Insulation	32 Each	
Second Floor	Vibration Dampener	2 Each	
Exterior	Window Caulk and Glazing Compound	6 Windows – 5'X5' 4 Windows – 10'X6' 4 Windows – 3'X4' 1 Window – 3'X6' 1 Window – 2'X3'	
Exterior	Door Caulk	3 Doors	
Exterior	Wall Patch Material on Brick behind Metal Panels	180 SF	
Exterior	Transite Soffit Panels	625 Sq. Ft.	

SUMMARY OF REGULATED ASBESTOS CONTAINING MATERIALS (RACM)			
BUILDING NO. 2 – 2715 W. WISCONSIN AVENUE (CONTINUED)			
Floor / Location	RACM Description	Approximate Quantity	Comments
Exterior / Penthouse	Exterior Wall Damp Proofing (Including Debris on Roof)	780 Sq. Ft.	

1

SUMMARY OF REGULATED ASBESTOS CONTAINING MATERIALS (RACM)			
BUILDING NO. 3 – 2725 W. WISCONSIN AVENUE			
Floor / Location	RACM Description	Approximate Quantity	Comments
Basement	Duct Paper Insulation	16 Sq. Ft.	
Basement	Fire Door	2 Each	
First Floor	Paper Duct Insulation	220 Sq. Ft.	
First Floor	Light Fixture Insulation	6 Fixtures	
Exterior	Exterior Wall Caulk	25-30 LF	

2

SUMMARY OF REGULATED ASBESTOS CONTAINING MATERIALS (RACM)			
BUILDING NO. 4 – 2733 W. WISCONSIN AVENUE			
Floor / Location	RACM Description	Approximate Quantity	Comments
Basement	Boiler Insulation/Gaskets and Refractory	1 Cleaver Brooks – 10'X4' 1 Burnam Sectional Boiler	
Basement	Pipe Insulation	120 LF	
Basement	Pipe Fitting Insulation on Fiberglass Insulation	94 Fittings	
Basement	Ceiling Tile	12 Sq. Ft.	
Basement	Fire Doors	6 Doors	
Basement	9" Floor Tile and Adhesives	65 Sq. Ft.	
First Floor	Ceiling Tile	9,000 Sq. Ft.	
First Floor	Pipe Fitting Insulation on Fiberglass Pipe Insulation	110 Fittings	
First Floor	12" Floor Tile and Adhesives	7,870 Sq. Ft.	
First Floor	9" Floor Tile and Adhesives	950 Sq. Ft.	
First Floor	Ceramic Floor tile Grout	540 Sq. Ft.	
First Floor	Light Fixture Insulation	1 Fixture	
First Floor	Fire Door	7 Doors	
First Floor	Borrowed Light Window Glazing Compound	1 Window – 3'X3'	

SUMMARY OF REGULATED ASBESTOS CONTAINING MATERIALS (RACM)			
BUILDING NO. 4 – 2733 W. WISCONSIN AVENUE (CONTINUED)			
Floor / Location	RACM Description	Approximate Quantity	Comments
First Floor	Skylight Glazing Compound	1 – 10’X30’	
First Floor	Safe Door	1 Door – 7’X4’	
Second Floor	Ceiling Tile	8,050 Sq. Ft.	
Second Floor	Pipe Fitting Insulation on Fiberglass Pipe Insulation	142 Fittings	
Second Floor	12” Floor Tile and Adhesives	3,660 Sq. Ft.	
Second Floor	9” Floor Tile and Adhesives	2,820 Sq. Ft.	
Second Floor	Ceramic Floor Tile Grout	520 Sq. Ft.	
Second Floor	Light Fixture Insulation	1 Fixture	
Second Floor	Fire Door	8 Doors	
Second Floor	Borrowed Light Window Glazing Compound	1 Window – 3’X3’	
Third Floor	Ceiling Tile	100 Sq. Ft.	
Third Floor	12” Floor Tile and Adhesives	2,270 Sq. Ft.	
Third Floor	9” Floor Tile and Adhesives	100 Sq. Ft.	
Third Floor	Fire Doors	14 Doors	
Fourth Floor	Fire Doors	6 Doors	
Exterior	Window Glazing Compound	4 Windows – 3’X5’ 73 Windows – 2’X6’ 7 Windows – 2’X4’ 44 Windows – 3’X4’	
Exterior	Exterior Aggregate Wall Finish	17,100 Sq. Ft.	

1

SUMMARY OF REGULATED ASBESTOS CONTAINING MATERIALS (RACM)			
BUILDING NO. 5 – 626 N. 28 TH STREET			
Floor / Location	RACM Description	Approximate Quantity	Comments
Basement	Chimney Patch Material	2 Sq. Ft.	
Basement	White Coating on Walls	1,155 Sq. Ft.	

2

3

SUMMARY OF REGULATED ASBESTOS CONTAINING MATERIALS (RACM)			
BUILDING NO. 5 – 626 N. 28 TH STREET (CONTINUED)			
Floor / Location	RACM Description	Approximate Quantity	Comments
Exterior	Window Glazing Compound	4 Windows – 2'X3' 1 Window – 2'X4' 2 Windows – 1'X3' 2 Windows – 1.5'X4' 2 Windows – 3'X4' 1 Window – 2'X6'	

1

SUMMARY OF REGULATED ASBESTOS CONTAINING MATERIALS (RACM)			
BUILDING NO. 6 – 626A N. 28 TH STREET			
Floor / Location	RACM Description	Approximate Quantity	Comments
Basement	Exterior Duct Seam Insulation	10 Sq. Ft.	

2

SUMMARY OF REGULATED ASBESTOS CONTAINING MATERIALS (RACM)			
BUILDING NO. 7 – 2716/2718 W. MICHIGAN STREET			
Floor / Location	RACM Description	Approximate Quantity	Comments
Basement	Exterior Duct Seam Insulation	10 Sq. Ft.	
Attic	Electrical Insulation	1 Sq. Ft.	

3

SUMMARY OF REGULATED ASBESTOS CONTAINING MATERIALS (RACM)			
BUILDING NO. 8 – 605 N. 27 TH STREET			
NO RACM IDENTIFIED IN THIS BUILDING			

4

Non-friable asbestos containing materials shall be removed by the AAC prior to demolition, if any of the following apply:

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The following is a summary of non-friable asbestos containing materials identified in Buildings 1-8.

SUMMARY OF NON-FRIABLE ASBESTOS CONTAINING MATERIALS			
BUILDING NO. 1 – 2701 W. WISCONSIN AVENUE			
Floor / Location	Non-Friable ACM Description	Approximate Quantity	Comments
Basement Stairs	9" Floor Tile and Adhesives	80 Sq. Ft.	Below Wood Sub Floor
First Floor	9" Floor Tile and Adhesives	2,405 Sq. Ft.	Below Multiple Layers of Flooring
First Floor	12" Floor Tile and Adhesives	3,306 Sq. Ft.	Multi-Layered

1

SUMMARY OF NON-FRIABLE ASBESTOS CONTAINING MATERIALS			
BUILDING NO. 1 – 2701 W. WISCONSIN AVENUE (CONTINUED)			
Floor / Location	Non-Friable ACM Description	Approximate Quantity	Comments
Second Floor	9” Floor Tile and Adhesives	2,405 Sq. Ft.	Below Wood Sub Floor
Second Floor	12” Floor Tile and Adhesives	242 Sq. Ft.	
The following non-friable materials are assumed to contain asbestos and are not quantified or not included in the above chart:			
<ul style="list-style-type: none"> - Roofing Materials - Miscellaneous Caulks / Sealants, unless noted otherwise. - Miscellaneous Mastics / Adhesives - Flashing Materials - Damp Proofing, Water Proofing and Vapor Barriers, unless noted otherwise. 			

2

SUMMARY OF NON-FRIABLE ASBESTOS CONTAINING MATERIALS			
BUILDING NO. 2 – 2715 W. WISCONSIN AVENUE			
Floor / Location	Non-Friable ACM Description	Approximate Quantity	Comments
Basement	9” Floor Tile and Adhesives	350 Sq. Ft.	Below Carpet
Basement	12” Floor Tile and Adhesives	224 Sq. Ft.	
First Floor	12” Floor Tile and Adhesives	568 Sq. Ft.	
First Floor	Black Mastic below Carpet	5,044 Sq. Ft.	
First Floor	Black Mastic below Ceramic Floor Tile	450 Sq. Ft.	
Second Floor	Black Mastic below Carpet	4,800 Sq. Ft.	
Second Floor	9” Floor Tile and Adhesives	240 Sq. Ft.	Below Carpet
Second Floor	Black Mastic below Quarry Tile	90 Sq. Ft.	
Second Floor	Black Mastic below Ceramic Floor Tile	504 Sq. Ft.	
The following non-friable materials are assumed to contain asbestos and are not quantified or not included in the above chart:			
<ul style="list-style-type: none"> - Roofing Materials - Miscellaneous Caulks / Sealants, unless noted otherwise. - Miscellaneous Mastics / Adhesives - Flashing Materials - Damp Proofing, Water Proofing and Vapor Barriers, unless noted otherwise. 			

3

SUMMARY OF NON-FRIABLE ASBESTOS CONTAINING MATERIALS			
BUILDING NO. 3 – 2725 W. WISCONSIN AVENUE			
The following non-friable materials are assumed to contain asbestos and are not quantified:			
<ul style="list-style-type: none"> - Roofing Materials - Miscellaneous Caulks / Sealants, unless noted otherwise. - Miscellaneous Mastics / Adhesives - Flashing Materials - Damp Proofing, Water Proofing and Vapor Barriers, unless noted otherwise. 			

4

SUMMARY OF NON-FRIABLE ASBESTOS CONTAINING MATERIALS			
BUILDING NO. 4 – 2733 W. WISCONSIN AVENUE			
Floor / Location	Non-Friable ACM Description	Approximate Quantity	Comments
Second Floor	Carpet with ACM Adhesive	1,870 Sq. Ft.	
The following non-friable materials are assumed to contain asbestos and are not quantified or not included in the above chart: <ul style="list-style-type: none"> - Roofing Materials - Miscellaneous Caulks / Sealants, unless noted otherwise. - Miscellaneous Mastics / Adhesives - Flashing Materials - Damp Proofing, Water Proofing and Vapor Barriers, unless noted otherwise. 			

1

SUMMARY OF NON-FRIABLE ASBESTOS CONTAINING MATERIALS			
BUILDING NO. 5 – 626 N. 28 TH STREET			
Floor / Location	Non-Friable ACM Description	Approximate Quantity	Comments
Basement	9” Floor Tile and Adhesives	340 Sq. Ft.	
First Floor	9” Floor Tile and Adhesives	510 Sq. Ft.	
The following non-friable materials are assumed to contain asbestos and are not quantified or not included in the above chart: <ul style="list-style-type: none"> - Roofing Materials - Miscellaneous Caulks / Sealants, unless noted otherwise. - Miscellaneous Mastics / Adhesives - Flashing Materials - Damp Proofing, Water Proofing and Vapor Barriers, unless noted otherwise. 			

3

SUMMARY OF NON-FRIABLE ASBESTOS CONTAINING MATERIALS			
BUILDING NO. 6 – 626A N. 28 TH STREET			
The following non-friable materials are assumed to contain asbestos and are not quantified: <ul style="list-style-type: none"> - Roofing Materials - Miscellaneous Caulks / Sealants, unless noted otherwise. - Miscellaneous Mastics / Adhesives - Flashing Materials - Damp Proofing, Water Proofing and Vapor Barriers, unless noted otherwise. 			

4

SUMMARY OF NON-FRIABLE ASBESTOS CONTAINING MATERIALS			
BUILDING NO. 7 – 2716 W. MICHIGAN STREET			
The following non-friable materials are assumed to contain asbestos and are not quantified: <ul style="list-style-type: none"> - Roofing Materials - Miscellaneous Caulks / Sealants, unless noted otherwise. - Miscellaneous Mastics / Adhesives - Flashing Materials - Damp Proofing, Water Proofing and Vapor Barriers, unless noted otherwise. 			

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SUMMARY OF NON-FRIABLE ASBESTOS CONTAINING MATERIALS
BUILDING NO. 8 – 605 N. 27 TH STREET
The following non-friable materials are assumed to contain asbestos and are not quantified:
- Roofing Materials
- Miscellaneous Caulks / Sealants, unless noted otherwise.
- Miscellaneous Mastics / Adhesives
- Flashing Materials
- Damp Proofing, Water Proofing and Vapor Barriers, unless noted otherwise.

1
2 Asbestos Testing Information

3
4 The following is a summary of asbestos testing data for Buildings 1-8.

5
6 Asbestos Testing Information
7 Building #1 – 2701 W. Wisconsin Ave.

8	9 <u>Material Description</u>	10 <u>Asbestos Status</u>
11	9” Floor Tile & Adhesives	ACM, Category 1, Non-Friable
12	12” Floor Tile (Tan & Black) & Adhesives	ACM, Category 1, Non-Friable
13	Pipe Insulation – Aircell Type	ACM, Friable
14	Tar Pipe Wrap	ACM, Friable
15	Decorative Wall/Soffit Material	ACM, Friable
16	Chimney Patch Material	Assumed ACM, Friable
17	Vibration Dampeners	Assumed ACM, Friable
18	Yellow Carpet	Non-ACM
19	12” Floor Tile (White & Tan) & Adhesives	Non-ACM
20	12” Floor Tile (Tan & Brown) & Adhesives	Non-ACM
21	12” Floor Tile (Cream) & Adhesives	Non-ACM
22	Ceramic Floor Tile, Grout & Mortar	Non-ACM
23	1’x2’ Ceiling Tile - Smooth	Non-ACM
24	2’x4’ Ceiling Tile – Fissured	Non-ACM
25	2’x4’ Ceiling Tile – Divots & Holes	Non-ACM
26	Wall & Ceiling Plaster (Interior)	Non-ACM
27	Drywall & Joint Compound	Non-ACM
28	Exterior Window Glazing Compound	Non-ACM
29	Interior Borrowed Light Glazing Compound	Non-ACM
30	Exterior Stucco	Non-ACM
31	Cement Board	Non-ACM

32
33 Asbestos Testing Information
34 Building #2 – 2715 W. Wisconsin Ave.

35	36 <u>Material Description</u>	37 <u>Asbestos Status</u>
38	9” Floor Tile & Adhesives	ACM, Category 1, Non-Friable
39	12” Floor Tile (Tan) & Adhesives	ACM, Category 1, Non-Friable
40	12” Floor Tile (Green) & Adhesives	ACM, Category 1, Non-Friable
41	12” Floor Tile (Red) & Adhesives	ACM, Category 1, Non-Friable
42	Black Carpet Adhesives	ACM, Category 1, Non-Friable
43	Pipe Insulation – Aircell Type	ACM, Friable
	Pipe Fitting Insulation on fiberglass insulation	ACM, Friable

1	Asbestos Testing Information	
2	Building #2 – 2715 W. Wisconsin Ave. (continued)	
3		
4	<u>Material Description</u>	<u>Asbestos Status</u>
5	Pipe Flange Gaskets	ACM, Friable
6	Boiler Wall Insulation	ACM, Friable
7	Exterior Window Glazing Compound	ACM, Friable
8	Wall Patch Material on Brick, Behind Metal Panels	ACM, Friable
9	Exterior Window Caulk	ACM, Friable
10	Exterior Door Caulk	ACM, Friable
11	Transite Soffit	ACM, Category 2, Non-Friable
12	Boiler Gaskets/Refractory Material	Assumed ACM, Friable
13	Duct Vibration Dampeners	Assumed ACM, Friable
14	Fire Doors	Assumed ACM, Friable
15	Exterior Tar on Brick (Penthouse)	ACM, Category 1, Non-Friable
16	Yellow Carpet	Non-ACM
17	Ceramic Floor Tile, Grout/Mortar	Non-ACM
18	Ceramic Wall Tile, Grout & Adhesives	Non-ACM
19	Quarry Tile Mortar & Grout	Non-ACM
20	Stair Treads (Red) & Adhesives	Non-ACM
21	1'x1' Ceiling Tile - Textured	Non-ACM
22	2'x2' Ceiling Tile – Textured	Non-ACM
23	2'x4' Ceiling Tile – Holes	Non-ACM
24	2'x4' Ceiling Tile – Fissured	Non-ACM
25	Wall & Ceiling Plaster (Interior)	Non-ACM
26	Drywall & Joint Compound	Non-ACM
27	Textured Ceiling Material	Non-ACM
28	Red Paint	Non-ACM
29	Chimney Patch Material	Non-ACM
30	Drywall Mastic – Brown	Non-ACM
31	Foil Paper with Red Mastic	Non-ACM
32	Exterior Gray Paint	Non-ACM
33		
34	Asbestos Testing Information	
35	Building #3 – 2725 W. Wisconsin Ave.	
36		
37	<u>Material Description</u>	<u>Asbestos Status</u>
38	Duct Paper Insulation	ACM, Friable
39	Exterior Wall Caulk	ACM, Friable
40	Light Fixture Insulation	Assumed ACM, Friable
41	Fire Door	Assumed ACM, Friable
42	Drywall & Joint Compound (Composite)	<1% Asbestos by Point Count
43	9" Rubber Floor Tile & Adhesives	Non-ACM
44	Cream/Brown (Irreg. Pattern) Floor Tile & Adhesives	Non-ACM
45	Sheet Floor (Yellow) & Adhesives	Non-ACM
46	Sheet Floor (White) & Adhesives	Non-ACM
47	Sheet Floor (Tan) & Adhesives	Non-ACM
48	Sheet Floor (Cream) & Adhesives	Non-ACM
49	Sheet Floor (Cream & Black) & Adhesives	Non-ACM
50	Sheet Floor (Brown) & Adhesives	Non-ACM
51	Exterior Sheet Flooring (Window Well) & Adhesives	Non-ACM

1 Asbestos Testing Information
 2 Building #3 – 2725 W. Wisconsin Ave. (continued)

<u>Material Description</u>	<u>Asbestos Status</u>
5 Ceramic Floor Tile, Grout & Mortar	Non-ACM
6 2’x4’ Ceiling Tile – Slicing Pattern	Non-ACM
7 2’x2’ Ceiling Tile – Fissured	Non-ACM
8 2’x2’ Ceiling Tile – Divots & Holes	Non-ACM
9 2’x2’ Ceiling Tile – Textured, Revealed Edge	Non-ACM
10 Plaster	Non-ACM
11 Wall Paneling Adhesives (RR’s 2 nd Floor)	Non-ACM
12 Exterior Window Glazing Compound	Non-ACM

13
 14 Asbestos Testing Information
 15 Building #4 – 2733 W. Wisconsin Ave.

<u>Material Description</u>	<u>Asbestos Status</u>
18 Pipe Insulation – Aircell Type	ACM, Friable
19 Pipe Insulation – Magnesia Type	ACM, Friable
20 Pipe Fitting Insulation on fiberglass insulation	ACM, Friable
21 2’x2’ Ceiling Tile – Fissured	ACM, Friable
22 9” Floor Tile & Adhesives	ACM, Friable
23 12” Floor Tile (Cream) & Adhesives	ACM, Friable
24 12” Floor Tile (Cream & Brown) & Adhesives	ACM, Friable
25 12” Floor Tile (Yellow & Gray) & Adhesives	ACM, Friable
26 12” Floor Tile (Gray) & Adhesives	ACM, Friable
27 12” Floor Tile (Cream & Gray) & Adhesives	ACM, Friable
28 12” Floor Tile (White & Gray) & Adhesives	ACM, Friable
29 12” Floor Tile (Cream & Tan) & Adhesives	ACM, Friable
30 12” Floor Tile (Tan & Cream) & Adhesives	ACM, Friable
31 Light Fixture Paper Insulation	ACM, Friable
32 Exterior Window Glazing Compound	ACM, Friable
33 Interior Borrowed Light Window Glazing Compound	ACM, Friable
34 Exterior Wall Aggregate Material – Brown	ACM, Category 2, Non-Friable
35 Exterior Wall Aggregate Material – White	ACM, Category 2, Non-Friable
36 Ceramic Floor Tile Grout	ACM, Category 2, Non-Friable
37 Carpet Mastic – Yellow & Black	ACM, Category 1, Non-Friable
38 Adhesive on Fiberglass Ins. Perimeter Ext. Wall	ACM, Category 2, Non-Friable
39 Fire Door	Assumed ACM, Friable
40 Boiler Insulation/Gaskets and Refractory	Assumed ACM, Friable
41 Safe Door	Assumed ACM, Friable
42 Ceramic Floor Tile, Grout & Mortar (3 rd Floor)	Non-ACM
43 Ceramic Wall Tile, Grout & Adhesives	Non-ACM
44 Quarry Tile Mortar	Non-ACM
45 Terrazzo, Gray & Black	Non-ACM
46 Sheet Flooring (Brown & Tan) & Adhesives	Non-ACM
47 Carpet Mastic – Yellow	Non-ACM
48 2’x4’ Ceiling Tile – Divots & Holes	Non-ACM
49 2’x4’ Ceiling Tile – Divots & Holes, Decorative	Non-ACM
50 2’x2’ Ceiling Tile – Divots & Holes	Non-ACM
51 Plaster	Non-ACM

1	Asbestos Testing Information	
2	Building #4 – 2733 W. Wisconsin Ave. (continued)	
3		
4	<u>Material Description</u>	<u>Asbestos Status</u>
5	Drywall & Joint Compound	Non-ACM
6	Wall Texture – 2 nd Floor	Non-ACM
7	Wall/Ceiling Texture – 3 rd Floor	Non-ACM
8	Window Ledge	Non-ACM
9	Fiberboard	Non-ACM
10	Fire Brick (Old Boiler Frame, Basement)	Non-ACM
11	White Packing Material (Old Boiler Frame, Basement)	Non-ACM
12	Black Packing Material (Old Boiler Frame, Basement)	Non-ACM
13		
14	Asbestos Testing Information	
15	Building #5 – 626 N. 28 th Street	
16		
17	<u>Material Description</u>	<u>Asbestos Status</u>
18	9” Floor Tile & Adhesives	ACM, Category 1, Non-Friable
19	White Coating on Brick Walls (Basement)	ACM, Friable
20	Chimney Patch Material	ACM, Friable
21	Exterior Window Glazing Compound	ACM, Friable
22	Drywall & Joint Compound (Composite)	<1% Asbestos by Point Count Analysis
23	Sheet Floor (Tan) & Adhesives	Non-ACM
24	12” Floor Tile (Cream & Tan) & Adhesives	Non-ACM
25	1’x1’ Ceiling Tile – Uniform Holes	Non-ACM
26	1’x1’ Ceiling Tile – Textured	Non-ACM
27	Plaster	Non-ACM
28	Textured Paint on Stone (Exterior)	Non-ACM
29	Fiberboard	Non-ACM
30	Blown-In Insulation	Non-ACM
31		
32	Asbestos Testing Information	
33	Building #6 – 626A N. 28 th Street	
34		
35	<u>Material Description</u>	<u>Asbestos Status</u>
36	Duct Seam Tape	ACM, Friable
37	Sheet Floor (White & Gray) & Adhesives	Non-ACM
38	2’x2’ Ceiling Tile – Light Texture	Non-ACM
39	1’x1’ Ceiling Tile – Textured	Non-ACM
40	Plaster	Non-ACM
41	Textured Ceiling Material	Non-ACM
42	Swirled Ceiling Texture Material	Non-ACM
43	Drywall & Joint Compound	Non-ACM
44	Ceramic Tile, Grout & Adhesives	Non-ACM
45	Exterior Window Glazing Compound	Non-ACM
46	Blown-In Insulation	Non-ACM
47	Exterior Siding Fiberboard	Non-ACM
48		
49		
50		
51		

1 Asbestos Testing Information
2 Building #7 – 2716 W. Michigan Street

3

<u>Material Description</u>	<u>Asbestos Status</u>
4 Duct Seam Tape	ACM, Friable
5 Electrical Insulation	Assumed ACM, Friable
6 Sheet Floor (Cream & Tan) & Adhesives	Non-ACM
7 Sheet Floor (Blue) & Adhesives	Non-ACM
8 Sheet Floor (Brown & Tan) & Adhesives	Non-ACM
9 Sheet Floor Below Kitchen Ceramic & Adhesives	Non-ACM
10 Sheet Floor (Brown) & Adhesives	Non-ACM
11 Wood Floor Filler & Felt	Non-ACM
12 2’x2’ Ceiling Tile – Divots & Holes	Non-ACM
13 Plaster	Non-ACM
14 Drywall & Joint Compound	Non-ACM
15 Texture Material on Plaster	Non-ACM
16 Texture Material on Drywall	Non-ACM
17 Ceramic Floor Tile, Grout & Mortar	Non-ACM
18 Ceramic Wall Tile, Grout & Mortar	Non-ACM
19 Fireplace Ceramic Mortar	Non-ACM
20 Glass Block Mortar	Non-ACM
21 Fiberboard	Non-ACM

22

23
24 Asbestos Testing Information
25 Building #8 – 605 N. 27th Street

26

<u>Material Description</u>	<u>Asbestos Status</u>
27 Quarry Tile, Grout & Mortar	Non-ACM
28 Brick Floor Mortar	Non-ACM
29 2’x2’ Ceiling Tile – Divots & Holes	Non-ACM
30 Drywall Ceiling Tile	Non-ACM
31 Drywall & Joint Compound	Non-ACM
32 Ceramic Wall Tile, Grout & Adhesives	Non-ACM

33

34
35 Special Precautions:

36

37 Coordinate with the Owner’s Project Representative for the shutdown and isolation of all
38 electrical circuits and air movement systems within the regulated area from that of the rest
39 of the facility to prevent any inconvenience to building occupants and contamination
40 outside of the regulated area. Refer to Article entitled: "Preparation of Regulated Area,"
41 of this section relative to shutdown of mechanical and electrical systems.

42

43 Equipment that must remain in operation while abatement work is in progress consists of
44 the following:

45

46 NONE

47

48

49 Special Circumstances:

50

51 NONE

52

1 Restoration: Contractor is responsible for restoring all existing finish surfaces to their original
2 state, which were damaged as a result of abatement activities.

3
4 **REFERENCES**

5 **General Reference:**

6
7 All work under this contract shall be done in strict accordance with all applicable General
8 and State regulations, standards and codes governing asbestos abatement and any other
9 trade work done in conjunction with the abatement.

10
11 The most recent edition of any relevant regulation in force at the time of bid opening shall
12 be in effect. Where conflict among the laws, rules, and regulations or with these
13 specifications exists the most stringent requirements shall be utilized.

14
15 The Contractor shall make available, in the clean change area of the worker
16 decontamination system, copies of this specification and all standards, regulations, and
17 codes listed hereinafter.

18
19 **Specific Reference:**

20
21 Occupational Safety and Health Administration (OSHA):

22
23 Title 29 Code of Federal Regulations, Section 1910.134(d) -

24
25 Title 29 Code of Federal Regulations, Section 1926.1101- Construction Industry,
26 including the mandatory appendices;

27
28 Appendix A - OSHA Reference Method.

29
30 Appendix C - Qualitative and Quantitative Fit Testing Procedures.

31
32 Appendix D - Medical Questionnaires.

33
34 Appendix E - Interpretation and Classification of Chest Roentgenograms.

35
36 Nonmandatory appendices:

37
38 Appendix B - Detailed Procedures for Asbestos, Tremolite, Anthrophyllite,
39 and Actinolite Sampling and Analysis.

40
41 Appendix F - Work Practices and Engineering Controls for Major Asbestos
42 Removal, Renovation, and Demolition Operations.

43
44 Appendix G - Work Practices and Engineering Controls for Small Scale, Short
45 Duration Asbestos Renovation and Maintenance Activities.

46
47 Appendix H - Substance Technical Information for Asbestos.

48
49 Appendix I - Medical Surveillance Guidelines for Asbestos, Tremolite,
50 Anthrophyllite, and Actinolite.

51
52 Title 29 Code of Federal Regulations, Section 1926.59 - Hazard Communication
53 Standard. Requires employers to inform their workers of the hazards of any
54 chemicals used on the project and to train their employees in proper safeguards.

55
56 Environmental Protection Agency (EPA): Title 40 Code of Federal Regulations (CFR)
57 Part 763 Subpart G - Asbestos Abatement Projects; worker Protection (effective March 27,
58 1987).

1 Environmental Protection Agency (EPA) Title 40 Code of Federal Regulations (CFR) Part
2 61 - National Emission Standards for Hazardous Air Pollutants; Asbestos NESHAP
3 Revision; Final Rule effective November 20, 1990.

4
5 Department of Health Services (DHS) State of Wisconsin Administrative Rule, Chapter
6 DHS 159, Asbestos Certification and Training.

7
8 Department of Natural Resources (DNR) State of Wisconsin Administrative Rule, Chapter
9 NR 447, Control of Asbestos Emissions.

10
11 Compressed Gas Association, Inc., New York, Pamphlet G-7, "Compressed Air for Human
12 Respiration", and Specification G-7.1 "Commodity Specification for Air".

13
14 Department of Natural Resources (DNR) State of Wisconsin Administrative Rule Chapter
15 NR 506, Landfill Operations Criteria for Disposal of Asbestos Containing Material.
16
17

18 **QUALIFICATIONS**

19 The prospective Contractor who is proposed to actually perform the asbestos abatement work, shall
20 submit to the Architect/Engineer the data hereinafter requested within ten (10) days after Bid
21 Opening. The proposed asbestos abatement Contractor will be awarded a Contract, only if data
22 submitted is determined to be favorable in all instances, by the Architect/Engineer, and the
23 prospective Contractor further meets the qualifications requirements specified in the Instructions
24 to Bidders.
25

26 The proposed asbestos abatement Contractor shall, if requested:
27

28 Demonstrate prior experience on asbestos abatement projects of similar nature and scope
29 of that being bid, through the submission of letters of reference from building owners
30 including the name, address, and telephone numbers of the contact persons who are
31 specifically familiar with the referenced projects. At least three previous users of this
32 service shall be submitted. Include descriptions of projects and records of all air
33 monitoring data that was generated during the projects.
34

35 Submit a description of all major Asbestos Abatement Equipment owned by the
36 prospective Contractor which is available for use on this project such as:
37

38 Respiratory protection equipment.

39 HEPA vacuum equipment.

40 Negative air pressure equipment.

41 Spray equipment for amended water.

42 Equipment used for shower facilities in decontamination enclosure system.
43
44
45

46 Submit a list of names, work responsibilities and evidence of certification for all employees
47 that will be assigned to this project:
48
49

50 At least one firm principal, the firm's "competent person" and any other personnel
51 performing supervisory duties must be certified by the Wisconsin Department of
52 Health Services as having successfully completed a comprehensive 5-day course
53 for Asbestos Abatement Contractors and Supervisors in conformance with
54 Wisconsin Administrative Code DHS 159.
55

1
2 Contractor's employees who perform asbestos abatement activities must be
3 certified by the Wisconsin Department of Health Services as having successfully
4 completed a comprehensive 4-day course for Asbestos Abatement Workers in
5 conformance with Wisconsin Administrative Code DHS 159.
6

7 **DEFINITIONS**

8 **ACGIH:** American Conference of Governmental Industrial Hygienists
9

10 **AIHA:** American Industrial Hygiene Association
11

12 **Air Monitoring:** The process of measuring the fiber content of a known volume of air collected
13 during a specific period of time shall conform with Appendix A to OSHA 29 CFR 1926.1101. The
14 procedure normally utilized for asbestos follows the NIOSH Standard Analytical Method 7400 for
15 Asbestos in Air. For clearance air monitoring, electron microscopy methods may be utilized for
16 lower detectability limit and specific fiber identification.
17

18 **Air Sampling Professional:** The Professional contracted or employed by the Division to supervise
19 and conduct air monitoring and analysis schemes. This individual shall not be affiliated in any way
20 other than through this contact with the Contractor performing the abatement work.
21

22 **ANSI:** American National Standards Institute
23

24 **Asbestos:** Means the asbestiform varieties of chrysotile (serpentine); crocidolite (riebeckite);
25 amosite (cummingtonite-grunerite); tremolite; anthrophyllite, and actinolite.
26

27 **Asbestos Containing Material (ACM):** Material composed of asbestos of any type and in an amount
28 greater than 1%, either alone or mixed with other fibrous or nonfibrous materials.
29

30 **Asbestos Containing Waste Material:** Asbestos containing material or asbestos contaminated
31 objects requiring disposal.
32

33 **ASTM:** American Society for Testing and Materials
34

35 **Authorized Visitor:** The Building Owner (and designated representatives) and any representative
36 of a regulatory agency having jurisdiction over the project.
37

38 **Certified Industrial Hygienist (CIH):** An industrial hygienist certified in Comprehensive Practice
39 by the American Board of Industrial Hygiene.
40

41 **Competent Person:** Means an employee of the asbestos abatement contractor who is capable of
42 identifying existing asbestos hazards in the workplace and who has the authority to take prompt
43 corrective measures to eliminate them pursuant to OSHA 1926.1101(b).
44

45 **Decontamination Enclosure:** A decontamination system consisting of a clean room, a shower room,
46 and an equipment room separated from each other and from the regulated area by airlocks. This
47 system is used for all workers to enter and exit the regulated area and may also serve as equipment
48 and waste pass out on small jobs.
49

50 **Department of Natural Resources (DNR):** A Wisconsin state agency that is responsible for
51 enforcement of Chapter NR 447.
52

53 **Encapsulation:** The application of a bridging or penetrating liquid material to asbestos containing
54 materials to control the release of asbestos fibers into the air. The bridging liquid material creates
55 a membrane over the surface and the penetrating liquid material seeps through the surface and binds
56 all components together.
57

58 **Enclosure:** The construction of an airtight, impermeable, permanent barrier around asbestos
59 containing material to control the release of asbestos fibers into the air.

1
2 EPA: U. S. Environmental Protection Agency

3
4 Glovebag Technique: A method with limited applications for removing small amounts of friable
5 asbestos-containing material from ducts, short piping runs, valves, joints, elbows, and other
6 nonplanar surfaces in a noncontained (plasticized) regulated area. The glovebag is constructed and
7 installed in such a manner that it surrounds the object or material to be removed and contains all
8 asbestos fibers released during the process.

9
10 HEPA Filter: A high efficiency particulate air filter capable of removing particles 0.3 microns in
11 diameter with 99.97% efficiency.

12
13 HEPA Vacuum: A vacuum system equipped with HEPA filtration.

14
15 NESHAPS: National Emission Standards for Hazardous Air Pollutants

16
17 NIOSH National Institute for Occupational Safety and Health

18
19 OSHA: Occupational Safety and Health Administration

20
21 Permissible Exposure Limits (PEL): No personnel associated with asbestos abatement work shall
22 be exposed to an airborne concentration of asbestos in excess of the following limits, as determined
23 by the method prescribed in Appendix A to OSHA 29 CFR 1926.1101, or by an equivalent method:

24
25 P.E.L. is 0.1 fiber per cubic centimeter of air as an eight (8) - hour time-weighted average.

26
27 Excursion Limit (EL) is 1.0 fiber per cubic centimeter of air as averaged over a sampling
28 period of thirty (30) minutes.

29
30 Regulated Area: An area identified by specific boundaries where airborne concentrations of
31 asbestos exceed, or can reasonably be expected to exceed the P.E.L. and/or Excursion Limit. The
32 regulated area may take the form of:

33
34 A temporary negative-pressure enclosure, or

35
36 An area specifically identified and segregated in any manner that minimizes the number of
37 employees exposed to asbestos.

38
39 Surfactant: A chemical wetting agent added to water to improve penetration.

40
41 Visible Emissions: Any emissions containing particulate asbestos material that is visually
42 detectable without the aid of instruments. This does not include condensed uncombined water
43 vapor.

44
45 Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and
46 objects by using cloths, mops, or other cleaning utensils which have been dampened with water
47 and afterwards thoroughly decontaminated or disposed of as asbestos contaminated waste.

48
49 **SUBMITTALS AND NOTICES**

50
51 The Contractor shall submit a completed Asbestos/Lead Abatement Certification (Form #DOA-
52 4509) no later than the end of the seventh calendar day after the bid opening date.

53
54 Prior to Commencement of Work, Contractor shall:

55
56 File a "Notification of Demolition and/or Renovation Form 4500-113" with the parties
57 named hereinafter, when required, at least 10 working days prior to commencement of
58 demolition or renovation project involving any asbestos-containing material.
59

1 Air Management Asbestos Coordinator
2 Department of Natural Resources
3 P.O. Box 7921
4 Madison WI 53707-7921
5

6 File an "Asbestos Project Notification Form 00041" with the parties named hereinafter,
7 when required, at least 2 working days prior to commencement of renovation project
8 involving any asbestos-containing material.
9

10 Department of Health Services
11 Asbestos/Lead Section, Room 137
12 P.O. Box 2659
13 Madison, WI 53701-2659

14 Submit the following documentation attached to completed form DOA-4523 prior to commencing
15 work:

16
17 Manufacturer's information and MSDS or SDS for the mastic remover that the Contractor
18 intends to use for floor tile mastic removal. Mastic remover shall be low odor and shall
19 not contain known carcinogens.
20

21 A copy of the asbestos training certification card issued by Wisconsin Department of
22 Health and Family Services pursuant to DHS 159 for all Contractor employees that will be
23 working on the project.
24

25 Submit the following documentation at completion of the work:

26
27 Copies of all completed "Transportation and Disposal Manifest" forms for all asbestos
28 waste materials removed from the regulated area during the abatement process.
29

30 Project Log per DHS 159.21(2)

31
32 Occupant Protection Plan per DHS 159.21(3).
33

34 During Abatement Activities, Contractor shall submit to the Owner's Project Representative, if
35 requested:

36
37 Shop drawings for layout and construction of decontamination enclosure systems and
38 barriers for isolation of the regulated area as detailed in this specification and required by
39 applicable regulations. If work is to be phased, a phasing schedule shall also be submitted.
40

41 Weekly (or as required) job progress reports detailing abatement activities. Include review
42 of major problems and action taken, injury reports, equipment breakdown.
43

44 Logs documenting filter changes on respirators, HEPA vacuums, negative pressure
45 ventilation units, local exhaust ventilation systems, and other engineering controls.
46

47 Results of bulk material analysis and air sampling data collected during the course of the
48 abatement including OSHA compliance air monitoring results.
49

50 Results of materials testing conducted during the abatement for purposes of utilization
51 during abatement activities (e. g., testing of encapsulant for depth of penetration, testing of
52 materials for adherence to encapsulated surfaces).
53

54 Contractor shall post at the entrance to the regulated area a list containing the names,
55 addresses, and telephone numbers of the Contractor, Fire Department and any other
56 personnel who may be required to be contracted during abatement activities.
57
58

1 **SITE SECURITY**

2 Contractor shall be responsible for the security of the regulated area(s) during abatement operations
3 in order to protect work efforts and equipment.

4
5 The regulated area shall be restricted to only authorized, trained, and protected personnel. These
6 may include the Contractor's employees, employees of subcontractors, state representatives, and
7 any other designated individuals. A list of authorized personnel shall be established prior to job
8 start and posted in the clean room of the decontamination facility.

9
10 Contractor shall immediately decontaminate (if required) and evict any unauthorized individual
11 entering the regulated area and notify the Construction Representative of action taken and identity
12 of the unauthorized individual.

13
14 A log book shall be maintained in the clean room area of the decontamination system. Anyone
15 who enters the regulated area must record name, affiliation, time in, and time out for each entry.

16
17 Access to the regulated area shall be through a single decontamination system located where shown
18 on approved Shop Drawings. All other means of access (doors, windows, hallways, etc.) shall be
19 blocked or locked so as to prevent entry to or exit from the regulated area. The only exceptions to
20 this rule are the waste pass-out air lock which shall be sealed except during the removal of
21 containerized asbestos waste from the regulated area, and emergency exits in case of fire or
22 accident. Emergency exits shall not be locked from the inside; however, they shall be sealed with
23 polyethylene sheeting and tape until needed.

24
25
26 **EMERGENCY PLANNING**

27 Written emergency plan shall be submitted through the Owner's Project Representative and
28 approved by the Architect/Engineer prior to the initiation of abatement activities.

29
30 Emergency procedures shall be in written form and prominently posted in the clean change area
31 and equipment room of the worker decontamination area. Everyone prior to entering the regulated
32 area must read and sign these procedures to acknowledge receipt and understanding of work site
33 layout, location of emergency exits and emergency procedures.

34
35 Emergency planning shall include notification of police, fire and emergency medical personnel of
36 planned abatement activities, work schedule and layout of regulated area, particularly barriers that
37 may affect response capabilities.

38
39 Emergency planning shall include considerations of fire, explosion, toxic atmospheres, electrical
40 hazards, slips, trips and falls, confined spaces and heat related injury. Written procedures shall be
41 developed and employee training in procedures shall be provided.

42
43 Employees shall be trained in evacuation procedures in the event of workplace emergencies under
44 the following conditions:

45
46 For non-life-threatening situations, employees injured or otherwise incapacitated shall
47 decontaminate following normal procedures with assistance from fellow workers, if
48 necessary, before exiting the workplace to obtain proper medical treatment.

49
50 For life-threatening injury or illness, worker decontamination shall take least priority.
51 After measures to stabilize the injured worker, remove the worker from the workplace and
52 secure proper medical treatment.

1 Telephone numbers of all emergency response personnel shall be prominently posted in the clean
2 change area and equipment room, along with the location of the nearest telephone.
3

4 **PRECONSTRUCTION MEETING**

5 The Contractor shall attend a preconstruction meeting to be conducted at a time and place
6 designated by the Owner's Project Representative. All parties having an active role in asbestos
7 abatement shall be in attendance.
8

9 The Contractor, Contractor's competent person and other supervisory personnel who shall provide
10 on-site direction of the abatement activities must attend.
11

12 At this meeting the Contractor shall provide all documentation as required by Article entitled:
13 "Submittals and Notices," herein. In addition, the Contractor shall be prepared to provide detailed
14 information concerning:

15
16 Preparation of regulated area.

17
18 Personal protective equipment including respiratory protection and protective clothing.
19

20 Employees who will participate in the project, including delineation of experience,
21 training, certification, and assigned responsibilities during the project.
22

23 Decontamination procedures for personnel, regulated area and equipment.
24

25 Abatement methods and procedures to be utilized.
26

27 Required air monitoring procedures.
28

29 Procedures for handling and disposing of waste materials.
30

31 Procedures for final decontamination and cleanup.
32

33 A sequence of work and performance schedule.
34

35 Procedures for dealing with heat stress.
36

37 Emergency procedures.
38

39 Methods of adhering plastic sheeting to the surfaces to be covered.
40

41 **DELIVERY, STORAGE AND HANDLING**

42 Deliver all materials in the original packages, containers or bundles bearing the name of the
43 manufacturer and the brand name.
44

45 Damaged, deteriorating or previously used materials shall not be used and shall be removed from
46 the work site and disposed of properly.
47

48
49 **PART 2 - PRODUCTS**

50
51 **MATERIALS**

52 Polyethylene sheeting for walls and stationary objects shall be a minimum of four (4) mil thick.
53 For floors and all other uses, sheeting of at least six (6) mil thickness shall be used in widths selected
54 to minimize the frequency of joints.
55

1 Polyethylene sheeting utilized for decontamination enclosure shall be opaque white or black in
2 color.

3
4 Flame retardant polyethylene sheeting shall be utilized when working near heat sources.

5
6 Hardboard or plywood, minimum 1/4 inch thick, shall be furnished to protect finished floor
7 surfaces, such as carpet or hardwood floors, to prevent damage from scaffolds or falling objects.
8 Such protection shall also be provided for polyethylene sheeting under the scaffold area if the
9 material being removed has sharp projections which could readily puncture the enclosure material.

10
11 Disposal bags shall be of six (6) mil polyethylene, preprinted with labels as required by OSHA
12 Requirement 29 CFR 1926.1101 (k) (8).

13
14 Disposal drums for transporting disposal bags shall be metal or fiberboard with locking ring tops.

15
16 Stick-on labels as per EPA, OSHA or DNR requirements shall be present on disposal containers.

17
18 Surfactant (Wetting Agent):

19
20 For use with materials containing asbestos identified as "Amosite", shall be a 50/50 mixture
21 of polyoxyethylene ether and polyoxyethylene ester, mixed in a proportion of one (1) fluid
22 ounce to five (5) gallons of water or as specified by manufacturer.

23
24 For all materials containing asbestos identified as "chrysotile", "crocidolite", or types other
25 than Amosite, shall consist of soapy water mixed in a proportion of two (2) fluid ounces of
26 liquid soap to five (5) gallons of water.

27
28 Asbestos Removal Encapsulant (substitute for surfactant): In lieu of using a wetting agent in water
29 to control airborne fibers, an asbestos removal encapsulant may be used.

30
31 Encapsulating Material:

32
33 Bridging type encapsulant (for sealing masonry and concrete walls, barrier surfaces during
34 cleanup phase and asbestos containing surfaces to remain in place) shall be capable of
35 being applied with airless spray equipment, able to withstand light impact or abrasion
36 without releasing fibers, water insoluble when cured, and must retain sufficient integrity
37 after six (6) years to allow recoating.

38
39 Penetrating type encapsulant (for sealing scratch coat plaster, wood grounds and wood
40 blocking which have been in contact with asbestos containing material and also exposed
41 ends of pipe insulation) shall not be noxious or toxic to applicator or subsequent occupants,
42 shall have high flame retardance and low toxic fume and smoke emission ratings, and shall
43 have some permeability to water vapor to prevent condensation accumulation.

44 **EQUIPMENT**

45
46 Negative Pressure Ventilation Units:

47
48 A sufficient quantity of negative pressure ventilation units equipped with HEPA filtration
49 and operated in accordance with ANSI Z9.2-79 (local exhaust ventilation requirements)
50 and EPA guidance document EPA 560/5-83-002 Guidance for Controlling Friable
51 Asbestos-Containing Material in Buildings Appendix F: Recommended Specifications
52 and Operating Procedures for the Use of Negative Pressure Systems for Asbestos
53 Abatement shall be utilized so as to provide one workplace air change every 15 minutes.

54
55 To calculate total air flow requirement:

$$56 \text{ Total Ft}^3/\text{Min.} = \frac{\text{Volume of Regulated area (in Ft}^3\text{)}}{15 \text{ Min.}}$$

57
58
59
60 To calculate the number of units needed for the abatement:

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$$\text{Number of Units Needed} = \frac{\text{Total Ft}^3/\text{Min.}}{0.75 \text{ (Capacity of Unit in Ft}^3/\text{Min.)}}$$

The air filtering equipment shall be capable of filtering asbestos fibers at 0.3 um at 99.9 percent efficiency. Prefilters, which protect the final filter by removing the larger particles, are required to prolong the operating life of the HEPA filter. Two stages of prefiltration are required. The first-stage prefilter shall be a low efficiency type (e.g., for particles 10 um and larger). The second-stage (or intermediate) filter shall have a medium efficiency (e.g., effective for particles down to 5 um). Prefilters and intermediate filters shall be installed either on or in the intake grid of the unit and held in place with special housings or clamps.

Exhaust air from the regulated area shall maintain a negative pressure of 0.02 inches of water (head). The ventilation shall operate on a 24 hours basis throughout the abatement process until final clearance has been approved.

Air Purifying Respirators:

Respirator bodies shall be of half face or full face type with removable cartridges. Single use, disposable or quarter face respirators shall not be used. Full face respirators shall be equipped with a nose cup or other anti fogging devices as would be appropriate for use in air temperatures less than 32 degrees F.

Filter cartridges shall, at a minimum, be HEPA type filters certified by NIOSH under 30 CFR Part 11 or with filters certified for particulates under 42 CFR Part 84.

Full body disposable protective clothing, including head, body and foot coverings consisting of material impenetrable by asbestos fibers (Tyvek^R or equivalent) shall be provided to all workers and authorized visitors in sizes adequate to accommodate movement without tearing.

Additional safety equipment, such as hard hats, eye protection, safety shoes, disposable PVC gloves, as necessary, shall be provided to all workers and authorized visitors. Safety Equipment shall meet latest ANSI Standards.

Nonskid footwear shall be provided to all abatement workers. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.

Provide sufficient supply of disposable mops, rags and sponges for work area decontamination.

Provide scaffolds, ladders, lifts and hand tools such as scrapers, wire cutters, brushes, utility knives, wire saws, as the work requires.

Sprayers with pumps capable of providing 14-15 pounds per square inch (psi) at the nozzle tip at a flow rate of 2 gallons per minute for spraying amended water.

Rubber dust pans and rubber squeegees shall be provided for cleanup.

Brushes utilized for removing loose asbestos containing material shall have nylon or fiber bristles, not metal.

A sufficient supply of HEPA filtered vacuum systems shall be available during cleanup.

1 Airless spray equipment with an adjustable low pressure nozzle shall be provided for spraying
2 encapsulants. Nozzle tip size and pressure adjustment shall conform to encapsulant manufacturers
3 written recommendations.

4
5 Heavy duty power cables for temporary electrical service and a portable electric generator for
6 maintaining negative pressure in the work area shall be present in case of power failure.

7
8 Warning Signs and Labels: As required by OSHA Regulation 29 CFR 1926.1101(k).

9
10 Other equipment the Contractor deems necessary for asbestos abatement work shall be submitted
11 to the Architect/Engineer for approval prior to its use.

12 13 14 **PART 3 - EXECUTION**

15 16 **GENERAL COMPLIANCE MEASURES**

17 Mandatory Protection Conditions: Contractor's employees shall wear appropriate respiratory
18 protection and protective clothing under the following conditions:

19
20 During installation or implementation of engineering work practices and control measures.

21
22 During maintenance and repair activities for which control measures, hereinafter described,
23 are not feasible.

24
25 Whenever the control measures are not yet sufficient to reduce exposure below the
26 Permissible Exposure Limits (TWA and/or Excursion Limits).

27
28 Whenever emergency conditions exist.

29
30 Control Measures: The Contractor shall use one or any combination of the following control
31 methods to achieve compliance with the "Permissible Exposure Limits" defined hereinbefore:

32
33 Local exhaust ventilation equipped with HEPA filter dust collection systems.

34
35 General dilution ventilation equipped with HEPA filtration systems on both exhaust and
36 return air.

37
38 Vacuum cleaners equipped with HEPA filters.

39
40 Enclosure or isolation of processes producing airborne asbestos fibers and dust.

41
42 Use of wet methods, wetting agents or removal encapsulants to control employee exposures
43 during their performance of asbestos abatement activities. Where wet methods would
44 result in equipment damage or a safety hazard, dry removal is allowed with written
45 approval from WDNR pursuant to NR447.08(3)(b).

46
47 Prompt disposal of wastes contaminated with asbestos in leak-tight containers.

48
49 Supplement to Control Measures: Whenever the control measures described above are not
50 sufficient to reduce the employee exposure to or below the "Permissible Exposure Limits" (TWA
51 and/or Excursion Limit), the Contractor shall continue to use the control measures to maintain the
52 employee exposure to the lowest levels attainable and supplement them with the use of appropriate
53 respiratory protection and protective clothing.

1 Negative-Pressure Enclosure: A negative-pressure enclosure shall be employed whenever feasible,
2 prior to commencing removal, demolition and renovation operations involving asbestos containing
3 materials.

4
5 Types of Respiratory Protection: The following Table represents the minimum respiratory
6 protection required for given airborne concentrations of asbestos:
7

<u>Airborne Concentration of Asbestos, Tremolite, Anthophyllite, Actinolite, or a Combination of These Minerals</u>	<u>Required Respirator</u>
Not in excess of 1 f/cc (10 X PEL)	1. Half-mask air purifying respirator equipped with high-efficiency filters.
Not in excess of 5 f/cc (50 X PEL)	1. Full faceplate air purifying respirator equipped with high-efficiency filters.
Not in excess of 10 f/cc (100 X PEL)	1. Any powered air purifying respirator equipped with high efficiency filters. 2. Any supplied air respirator operated in continuous flow mode.
Not in excess of 100 f/cc (1000 X PEL)	1. Full face piece supplied air respirator operated in pressure demand mode.
Greater than 100 f/cc (1,000 X PEL) or unknown concentration	1. Full face piece supplied air respirator operated in pressure demand mode equipped with an auxiliary positive pressure self-contained breathing apparatus.

8 NOTE: Respirators assigned for higher environmental concentrations may be used at lower
9 concentrations.

10
11 A high-efficiency filter means a filter that is at least 99.97 percent efficient against mono-
12 dispersed particles of 0.3 micrometers in diameter or larger.

13
14 Employee Rotation: The Contractor shall not use employee rotation as a means of compliance with
15 Permissible Exposure Limits (TWA and/or Excursion Limit).

16
17 Supervision: The Contractor shall have a project supervisor on site at all times that only supervises
18 the project and is responsible to assure contract and regulatory compliance.

19
20 **PREPARATION OF REGULATED AREA**

21 Post the following warning signs at all approaches to a regulated area per OSHA 1926.110(k)(7).
22 Signs shall be posted at a distance sufficiently far enough away from the regulated area to permit
23 any person to read the sign and take the necessary protective measures before entering the area
24 marked by the signs.

25
26 **DANGER**

27
28 **ASBESTOS**

29
30 **CANCER AND LUNG DISEASE HAZARD**

31 **AUTHORZIED PERSONNEL ONLY**

1 Post the Occupant Protection Plan at the entrance to the regulated area per DHS 159.21(3).
2
3 Post at the entrance to the regulated area a list containing the names, addresses and telephone
4 numbers of the Contractor, Fire Department and any other personnel who may be required to be
5 contacted during abatement activities.
6
7 Maintain Project Log per DHS 159.21(2).
8
9 Shutdown and lock out all heating, cooling and air conditioning system (HVAC) components that
10 are in, supply or pass through the regulated area. Appropriate equipment and control measures
11 shall be utilized to prevent contamination of building spaces. Seal all intake and exhaust vents in
12 the work area with tape and two layers of 6 mil polyethylene. Also seal any seams in system
13 components that pass through the regulated area.
14
15 All electrical circuits to the area in which asbestos abatement work is to take place must be
16 disconnected. The regulated area and other uncontaminated areas that were dependent on the
17 disconnected electrical circuits shall be serviced by a temporary electrical service provided by
18 owner. In accordance with the latest issue of the National Electrical Code, temporary electrical
19 service shall be equipped with combination ground fault interrupter and circuit breakers meeting
20 the requirements of UL for Class A, Group 1 devices. The ground fault interrupter portion shall be
21 solid state type, insulated and isolated from the breaker mechanism. A test mechanism shall
22 provide overload and short circuit protection and shall be operated by a toggle switch with over-
23 center switching mechanism so that contact cannot be held closed.
24
25 Preclean all movable objects within the regulated area using a HEPA filtered vacuum or wet
26 cleaning methods as appropriate. After cleaning, these objects shall be removed from the regulated
27 area and carefully stored in an uncontaminated location.
28
29 Preclean all fixed objects in the regulated area using HEPA filtered vacuums or wet cleaning
30 techniques as appropriate, if contamination is visibly covering them. Careful attention must be
31 paid to machinery and behind grills or gratings where access may be difficult but contamination
32 significant. Also pay particular attention to wall, floor and ceiling penetrations behind fixed items.
33 After precleaning, enclose fixed objects in four (4) mil polyethylene sheeting and seal securely in
34 place with tape.
35
36 Preclean all surfaces in the regulated area using HEPA filtered vacuums and/or wet cleaning
37 methods as appropriate. Do not use any methods that would raise dust such as dry sweeping or
38 vacuuming with equipment not equipped with HEPA filters. Do not disturb asbestos containing
39 materials during the precleaning phase.
40
41 Seal off all windows, doorways, elevator openings, corridors, tunnels, entrances, drains, ducts,
42 grills, grates, diffusers, skylights and any other openings between the regulated area and
43 uncontaminated areas outside of the regulated area (including the outside of the building, tunnels
44 and crawl spaces) with four (4) mil polyethylene sheeting and tape.
45
46 Wall Covering:
47
48 Where surfacing materials are being removed from overhead, walls shall be covered with two (2)
49 layers of four (4) mil polyethylene sheeting, starting at top of wall and extending down and across
50 the floor area until it meets in the center of the floor. Here the covering sheets shall be taped
51 together to form a monolithic covering which completely encases the regulated area.
52
53 Polyethylene sheets shall be sized to minimize seams. Seams shall be staggered and separated by
54 a distance of at least six (6) feet.

1
2 Wall sheeting shall be secured adequately to prevent it from falling away from the walls. This may
3 require additional support/attachment when negative pressure ventilation systems are utilized.

4
5 Floor Covering:

6
7 The floor area, which has previously been covered with sheeting extended from the walls, shall be
8 covered with one additional layer of six (6) mil (minimum) sheeting. Provide additional protection
9 such as plywood, canvas, or extra plastic sheeting for floors requiring special protection such as
10 carpeting, hardwood flooring and tile floors which may be damaged by water leakage, ladder feet
11 or scaffold wheels. Additional layers of sheeting may be utilized as drop cloths to aid in cleanup
12 of bulk materials.

13
14 Polyethylene sheets shall be sized to minimize seams. If the floor area necessitates seams, those
15 on successive layers of sheeting shall be staggered to reduce the potential for water to penetrate to
16 the flooring material. A distance of at least six (6) feet between seams is sufficient. Do not locate
17 any parallel seams at wall/floor joints.

18
19 Floor sheeting shall extend at least 24" up the side walls of the work area.

20
21
22 **DECONTAMINATION ENCLOSURE SYSTEM**

23 A decontamination enclosure system shall be provided at each location where workers will enter
24 or exit a regulated area.

25
26 Plans for construction, including materials and layout, shall be submitted as shop drawings and
27 approved by the Architect/Engineer prior to work initiation. Decontamination enclosure systems
28 constructed at the work site shall utilize six (6) mil opaque black or white polyethylene sheeting or
29 other acceptable materials for privacy. Detailed descriptions of portable, prefabricated units, if
30 used, must be submitted for the Architect/Engineer's approval. Plans must include floor plan with
31 dimensions, materials, size, thickness, plumbing and electrical utilities.

32
33 The decontamination enclosure system shall consist of at least a clean room, a shower room, and
34 an equipment room, each separated from each other and from the regulated area by air locks.

35
36 Entry to and exit from all airlocks and decontamination enclosure system chambers shall be through
37 curtained doorways consisting of two sheets of overlapping six (6) mil polyethylene sheeting. The
38 curtain doorway sheets shall be secured at the top and one side opposite each other. All curtains
39 shall have weights attached to the bottom to ensure that they hang straight and maintain a seal over
40 the doorway when not in use. Doorway designs, providing equivalent protection and acceptable to
41 the Architect/Engineer may be utilized.

42
43 Access between any two rooms in the decontamination enclosure system shall be through an airlock
44 with at least three (3) feet separating each curtained doorway. Pathways into (from clean to
45 contaminated) and out from (contaminated to clean) the regulated area shall be clearly designated.

46
47 The clean room shall be sized to adequately accommodate the work crew. Clean, disposable
48 clothing, replacement filters for respirators, disposable towels and other necessary items shall be
49 provided in adequate supply in the clean room. A location for postings shall also be provided in
50 this area. Whenever possible, a lockable door shall be used to permit access into the clean room
51 from outside the regulated area.

52
53 The shower room shall contain one or more shower heads as necessary to adequately accommodate
54 workers. Each shower head shall be supplied with hot and cold water adjustable at the tap. The

1 shower enclosure shall be constructed to insure against leakage of any kind. An adequate supply
2 of soap and disposable towels shall be supplied by the Contractor and available at all times. Shower
3 water shall be drained, collected and filtered as specified in the Article entitled: "Water Collection
4 and Disposal," herein.

5
6 The equipment room shall be used for storage of equipment and tools at the end of a shift after
7 workers have been decontaminated using a HEPA filtered vacuum and/or wet cleaning techniques
8 as appropriate. Replacement filters (in sealed containers until used) for HEPA vacuums and
9 negative pressure ventilation equipment, extra tools, containers or surfactant and other materials
10 and equipment that may be required during the abatement, may also be stored here as needed. A
11 walk-off pan (a small children's swimming pool or equivalent filled with water) shall be located in
12 the regulated area just outside the equipment room for workers to clean off foot coverings after
13 leaving the regulated area and prevent excessive contamination of the worker decontamination
14 enclosure system. A drum lined with a labeled six (6) mil polyethylene bag for collection of
15 disposable clothing shall be located in this room. Contaminated rubber boots or other reusable
16 footwear shall be stored in this area for reuse the following workday.

17 Waste Container Pass-Out Airlock:

18
19
20 The waste container pass-out airlock shall be constructed at some location away from the worker
21 decontamination enclosure system. Wherever possible, this shall be located where there is direct
22 access from the regulated area to the outside of the building.

23
24 This airlock system shall consist of an airlock, a container staging area, and another airlock with
25 access to outside the regulated area.

26
27 The waste container pass-out airlock shall be constructed in similar fashion to the worker
28 decontamination enclosure system using similar materials and airlock and curtain doorway designs.

29
30 This airlock system shall not be used to enter or exit the regulated area. The airlock system shall
31 be tightly sealed when not in use.

32
33 Emergency exits shall be established and clearly marked with duct tape arrows or other effective
34 designations to permit easy location from anywhere within the regulated area. They shall be
35 secured to prevent access from uncontaminated areas, but still permit emergency exiting. These
36 exits shall be properly sealed with polyethylene sheeting which can be cut to permit egress if
37 needed. These exits may be through the decontamination enclosure, the waste pass-out airlock, or
38 other alternative exits satisfactory to fire officials.

39 **TEMPORARY ISOLATION PARTITIONS**

40 Large rooms or open areas that require temporary air tight barriers to separate a contaminated
41 regulated area from an uncontaminated area shall be provided with temporary partitions,
42 constructed in the following manner:

43
44
45 Walls shall be constructed of wood or metal framing to support barriers in all openings larger than
46 4' x 8'.

47
48 A sheathing material (plywood, drywall) of at least 3/8" thickness shall be applied to work side of
49 barrier.

50
51 Cover the work side of partition with a double layer of four (4) mil polyethylene sheeting with
52 staggered joints and seal in place.

1 Provide at least one (12" x 12") window in the barrier system, where feasible, for the purpose of
2 viewing into the regulated area. The window shall consist of heavy gauge plastic or clear safety
3 glass. Panes shall be framed into the barrier system and completely sealed to prevent any leakage
4 of air through the unit.
5

6 **MAINTENANCE OF ENCLOSURE SYSTEM**

7 Following completion of the construction of all polyethylene barriers and decontamination system
8 enclosures, initiate negative pressure system and allow overnight settling to ensure that barriers
9 will remain intact and secured to walls and fixtures before beginning actual abatement activities.
10

11 All polyethylene barriers and decontamination enclosure systems shall be inspected at least twice
12 daily by the Contractor's competent person prior to the start of each day's abatement activities and
13 following the completion of the day's abatement activities. Document inspections and observations
14 in the daily project log.
15

16 Damage and defects in the enclosure system are to be repaired immediately upon discovery.
17

18 Use smoke tubes to test the effectiveness of the barrier system when directed by Owners Project
19 Representative.
20

21 Anytime during the abatement activities, if visible construction related dust or debris is observed
22 outside of the regulated area or if damage occurs to barriers, work shall immediately stop, repairs
23 shall be made to barriers, and debris/residue cleaned up using appropriate HEPA vacuuming and
24 wet mopping procedures.
25

26 Openings made in the enclosure system to accommodate negative air pressure system shall be made
27 airtight with tape and caulking as needed. If more than one unit is installed, they should be turned
28 on one at a time, checking the integrity of wall barriers for secure attachment and need for additional
29 reinforcement. Insure that adequate power supply is available to satisfy the requirements of the
30 ventilating and exhaust units. Negative pressure units shall be exhausted to the outside of the
31 building. They shall not be exhausted into occupied areas of the building. Careful installation and
32 daily inspections shall be done to ensure that the ducting does not release fibers into
33 uncontaminated building areas.
34

35 Use of enclosure system shall not commence until the following has been accomplished:
36

37 Enclosure systems have been constructed, inspected, and tested.
38

39 Negative pressure systems are functioning adequately.
40

41 All preabatement submissions, notifications, postings and permits have been provided and
42 approved by the Architect/Engineer, or Construction Representative, as applicable.
43

44 All equipment for abatement, cleanup and disposal are on hand.
45

46 All worker training is completed.
47

48 Contractor has received written notice to commence abatement work from the Division, based on
49 recommendation of the Owners Project Representative.
50

51 **WORKPLACE ENTRY AND EXIT PROCEDURES**

52 All workers and authorized personnel shall enter the regulated area through the decontamination
53 enclosure system.
54

1 All personnel who enter the regulated area must sign the registration log, located in the clean room,
2 both upon entry and exiting the area.
3

4 All personnel shall proceed first to the clean room, remove all street clothes, and appropriately don
5 respiratory protection (as approved for the job conditions) and disposable coveralls, head covering
6 and foot covering. Hard hats, eye protection and gloves shall also be utilized if required. Clean
7 respirators and protective clothing shall be provided and utilized by each person for each separate
8 entry into the regulated area.
9

10 Personnel wearing designated personal protective equipment shall proceed from the clean room
11 through the decontamination enclosure system to the regulated area.
12

13 Before leaving the regulated area all personnel shall remove gross contamination from the outside
14 of respirators and protective clothing by brushing or wet wiping procedures. (Small HEPA
15 vacuums with brush attachments may be utilized for this purpose.) Each person shall clean bottoms
16 of protective footwear in the walk-off pan just prior to entering the equipment room.
17

18 Personnel shall proceed to equipment room where they remove all protective equipment except
19 respirators. Deposit disposable clothing into appropriately labeled containers for disposal.
20

21 Reusable, contaminated footwear shall be stored in the equipment room when not in use in the
22 regulated area. Upon completion of abatement it shall be disposed of as asbestos contaminated
23 waste. Rubber boots may be decontaminated at the completion of the abatement for reuse.
24

25 Still wearing respirators, personnel shall proceed to the shower area, clean the outside of the
26 respirators and the exposed face area under running water prior to removal of respirator and shower
27 and shampoo to remove residual asbestos contamination. Various types of respirators will require
28 slight modification of these procedures. An airline respirator with HEPA filtered disconnect
29 protection may be disconnected in the equipment room and worn into the shower. A powered air
30 purifying respirator face piece will have to be disconnected from the filter/power pack assembly
31 which is not waterproof, upon entering the shower. Cartridges must be in place for each new entry
32 into the regulated area.
33

34 After showering and drying off, proceed to the clean room and don street clothing, even though
35 there will be later reentry into the regulated area or street clothes, if it is the end of the work shift.
36

37 Workers shall NOT eat, drink, smoke, chew gum or tobacco in the regulated area. To eat, drink or
38 smoke, workers shall follow the procedure described above, then dress in street clothes before
39 entering the nonregulated areas of the building.
40

41 These procedures shall be posted in the clean room and equipment room.
42

43 **WASTE CONTAINER PASS-OUT PROCEDURE**

44 Asbestos contaminated waste that has been containerized shall be transported out of the regulated
45 area through the waste container pass-out airlock (or through the decontamination enclosure if a
46 separate airlock has not been constructed).
47

48 The inside team wearing protective clothing and respirators appropriate for the contaminated
49 regulated area shall clean the entire surface, including bottoms, of properly labeled bags, using
50 HEPA vacuums and wet wiping techniques and transport them into the waste container pass-out
51 airlock where they will be placed into another properly labeled bag. No worker from the inside
52 team shall further exit the regulated area through this airlock.
53

1 Workers from outside the regulated area wearing appropriately assigned respirators, shall enter the
2 airlock from outside the regulated area. No worker from the outside team shall further enter the
3 regulated area through this airlock.

4
5 The exit from this airlock shall be secured to prevent unauthorized entry.

6 7 **WATER COLLECTION AND DISPOSAL**

8 All water resulting from precleaning operation, excess from floor of regulated area and the final
9 cleaning operation shall be collected and placed in sealed containers for disposal as contaminated
10 material.

11
12 Water from the decontamination shower shall be collected in a holding tank and filtered to remove
13 particles of 0.5 microns or larger size before draining water into sanitary sewer system. The
14 drainage and filtering system shall consist of the following:

15
16 A centrifugal pump capable of pumping at least 25 gallons/minute.

17
18 Two filter cartridge housings, one serving as a prefilter, utilizing at least 6 cylindrical 100 micron
19 filters (reusable type) and the other serving as final filter with 6 cylindrical 0.5 micron filters.

20
21 Maintain two sets (6 cylinders per set) of 100 micron filters, to allow one set to be cleaned while
22 the other set is in use.

23
24 A common garden hose may be connected to final filter housing to drain water to sanitary sewer
25 system.

26 27 **WET REMOVAL PROCEDURE**

28 Wet all asbestos containing material with an amended water solution, or removal encapsulant, using
29 equipment capable of providing a fine spray mist, in order to reduce airborne fiber concentrations
30 when the material is disturbed. Saturate the material to the substrate. Keep all removed material
31 wet to prevent fiber release until it can be containerized for disposal. If regulated area temperatures
32 are below 32°F and amended water is subject to freezing, modify as specified for surfactant in
33 Article entitled: "Materials," herein. Maintain a high humidity in the regulated area by misting or
34 spraying to assist in fiber settling and reduce airborne concentrations.

35
36 Saturated asbestos containing material shall be removed in manageable sections. Removed
37 material should be containerized before moving to a new location for continuance of work.
38 Surrounding areas shall be periodically sprayed and maintained in a wet condition until visible
39 material is cleaned up.

40
41 Material removed from building structures or components shall not be dropped or thrown to the
42 floor. Material should be removed as intact sections or components whenever possible and
43 carefully lowered to the floor. If this cannot be done for materials greater than 50 feet above the
44 floor, a dust-tight chute shall be constructed to transport the material to containers on the floor or
45 the material may be containerized at elevated levels (e.g. on scaffolds) and carefully lowered to the
46 ground by mechanical means. For materials between 15 and 50 feet above the ground they may be
47 containerized at elevated levels or dropped onto inclined chutes or scaffolding for subsequent
48 collection and containerization.

49
50 Bags shall be considered full when half their capacity have been filled. They should be securely
51 sealed to prevent accidental opening and leakage by tying tops of bags in an overhand knot or by
52 taping in gooseneck fashion. Do not seal bags with wire or cord.

53

1 Large components removed intact may be wrapped in two (2) layers of six (6) mil polyethylene
2 sheeting secured with tape for transport to the approved disposal site.

3
4 Asbestos containing waste with sharp edged components (e.g., nails, screws, metal lath, tin
5 sheeting) shall be placed into drums for disposal in lieu of polyethylene bags. Drums shall be
6 marked to differentiate contents from those drums containing bagged material.

7
8 After completion of all stripping work, surfaces from which asbestos containing materials have
9 been removed, such as plaster base coat or metal deck, etc., shall be wet brushed and sponged to
10 remove all visible residue.

11 12 **CEILING SYSTEM REMOVAL**

13 Remove, clean and enclose in polyethylene the ceiling mounted objects such as lights and other
14 items that may interfere with the abatement process and were not previously cleaned and sealed
15 off. Utilize localized spraying of amended water, or HEPA vacuums, to reduce fiber dispersal
16 during the removal of these fixtures.

17
18 Remove ceiling (tiles) (panels) within the regulated area carefully. If panels are to be reused,
19 vacuum them with a HEPA filtered vacuum cleaner and carefully damp sponge and wrap cleaned
20 (tiles) (panels) in four (4) mil polyethylene sheeting and seal with tape. Store as designated by
21 Owner's Project Representative (preferably outside of the regulated area). If (tiles) (panels) are to
22 be discarded it is not necessary to clean them, but wrap in a similar fashion and stage for disposal
23 in the waste container pass-out airlock.

24
25 Where suspended ceiling T-grid components must be removed to perform the abatement, HEPA
26 vacuum and wet sponge each piece after removal from hangers. Wrap clean grid pieces in four (4)
27 mil polyethylene sheeting and seal with tape. Store as designated by Owner's Project
28 Representative or in waste staging area if designated for disposal.

29
30 When removal of ceiling grid suspension system is not necessary for accessibility to the asbestos
31 containing materials, leave the system in place and clean properly following completion of
32 abatement, as specified in the Article of this section entitled: "Cleanup Procedure."

33
34 Remove plaster/drywall ceilings including lath, furring channel system, wire mesh, ties, clips,
35 screws, nails and other accessory items as necessary and dispose of them as asbestos contaminated
36 waste material. As work progresses, spray ceiling materials and debris with amended water to keep
37 wet until containerized for disposal.

38 39 **PIPE TUNNEL OR CRAWL SPACE REMOVAL WORK**

40 A decontamination enclosure shall be provided at the entrance to the pipe tunnel or crawl space.
41 All requirements for regulated area entry and exit procedures and waste container pass-out
42 procedures, as hereinbefore specified, shall apply to this work.

43
44 All openings within the pipe tunnel or crawl space shall be sealed with four (4) mil polyethylene
45 and tape. The existing surfaces within the space will not be required to be covered with
46 polyethylene sheeting.

47
48 A negative pressure system shall be required to maintain the security of the workspace and the
49 integrated decontamination enclosure.

50
51 All loose and fallen asbestos-containing material shall be very carefully cleaned up with an
52 industrial vacuum equipped with HEPA filter.

1 After asbestos abatement work has been completed in the crawl space or pipe tunnel, all ceiling,
2 wall and floor surfaces shall be cleaned with the HEPA equipped vacuum. All cleaned surfaces
3 shall be sealed with an approved encapsulant.

4 5 **FLOORING REMOVAL**

6 Where flooring removal is specified with the use of solvents to remove flooring adhesive, the
7 substrate shall have no adhesive residue or debris remaining. Contractor shall wash the substrate
8 with soap and water to remove all solvent. Contractor shall be responsible for the cost of repair or
9 replacement of any building components damaged by excessive use of solvents.

10
11 Where flooring removal is specified without the use of solvents to remove flooring adhesive, the
12 contractor shall diligently remove adhesive by scraping process so that all trowel marks are
13 removed and a uniform substrate, smooth to the touch, is attained. Contractor shall coordinate with
14 the flooring installer to ensure that the remaining substrate is suitable for replacement flooring
15 installation.

16 17 **SMALL SCALE - SHORT DURATION REMOVAL PROCEDURE**

18 Glovebag Method:

19
20 All workers who are permitted to use the glovebag technique must be trained, experienced and
21 skilled in this method.

22
23 All tools and materials that will be required during the removal procedure shall be placed into the
24 tool pouch.

25
26 Glovebag shall be installed so that it completely encompasses the surface where removal work will
27 take place. The side seams of the glovebag shall be cut the appropriate length to accommodate a
28 size that will fit over the removal area. The bag shall be placed in position, the edges of the bag
29 shall be folded together and sealed with tape. All openings in the bag shall be sealed with duct tape
30 (or equivalent material). The bottom seam of the bag must also be sealed with tape to prevent
31 leakage.

32
33 Workers performing asbestos removal with glovebag shall wear (at a minimum) half mask dual-
34 cartridge HEPA-equipped respirator, and full protective clothing to protect against the possibility
35 of accidental leakage.

36
37 All material removed within the glovebag shall be thoroughly wetted with wetting agent, or
38 removal encapsulant, applied with airless sprayer through the side port provided in the bag. After
39 asbestos containing material has been removed, the exposed base surface must be thoroughly
40 cleaned and wet wiped until all traces of asbestos-containing material is removed.

41
42 Create constant negative pressure by running a HEPA vacuum hose into bag.

43
44 Any exposed edges of asbestos-containing that will remain after bag is removed shall be
45 encapsulated with a bridging encapsulant to seal the material from releasing fibers to the
46 atmosphere. Provide neatly beveled and coated terminations, where insulation terminates, suitable
47 for a butt joint with new insulation.

48
49 In all glovebag removal settings, all doors, windows and other openings to the functional space
50 must be sealed with a minimum of four (4) mil polyethylene sheeting. The HVAC system must be
51 shut down. Once the area is completely sealed off, negative air pressure must be introduced to the
52 entire functional space.

53

1 In glovebag settings which involve small scale short duration removal the immediate area shall be
2 prepared using the following techniques: polyethylene drop cloths (minimum 6 mil) on floor and
3 walls in a 12 foot perimeter of the removal area with a negative air machine present and running in
4 the immediate area. Glovebag must be placed under variable negative pressure during removal
5 stages. A centralized three stage decontamination system must be established in the building for
6 this method of glovebag removal.

7
8 **Mini-Enclosure Method:**

9
10 A mini-enclosure may be built around an area which is too large for glovebag method, but is of
11 small-scale and short duration work and would not warrant large enclosure.

12
13 The mini-enclosure can be small enough to restrict the space to use by one worker. A small change
14 room shall be contiguous to the mini-enclosure. The change room shall be a minimum of 3' x 3'

15
16 The mini-enclosure shall be constructed by affixing plastic sheeting to existing walls and covering
17 the floor with plastic sheeting, which shall extend up walls at least 24 inches and sealed with tape.
18 If existing walls are not available, frame shall be constructed and two (2) layers of six (6) mil
19 polyethylene sheeting applied to the interior side of frame to allow clean "take-down" at
20 completion. Sheeting shall be sealed with tape.

21
22 The change room shall be constructed of framing to which shall be applied two (2) layers of six (6)
23 mil polyethylene sheeting to interior side of frame and sealed with tape. The change room shall be
24 provided with double six (6) mil polyethylene curtains at the exit and the entrance to the mini work
25 enclosure. Both curtains in each opening shall be secured at the top and one side opposite from the
26 other.

27
28 A hose from a HEPA vacuum shall be extended through the wall of the mini-enclosure and the
29 opening around the hose shall be sealed with tape. The HEPA vacuum shall run continuously
30 during the time asbestos abatement work is taking place.

31
32 All abatement work shall be conducted using the wet removal method and all debris from such
33 work shall be bagged and disposed of as contaminated material. Upon completion, the interior
34 surfaces of the regulated area shall be cleaned and sprayed with an encapsulant.

35
36 Worker using the mini-enclosure method shall wear two (2) Tyvek^R or equivalent disposable work
37 suits and the appropriate HEPA filtered dual cartridge respiratory protection. Upon completion of
38 the work and before leaving the change area, worker shall remove outer work suit and then proceed
39 to a shower that is not contiguous with the work area.

40
41 The polyethylene enclosure, comprising the regulated area and the change room, shall be collapsed
42 inwardly, bagged and disposed of as contaminated material.

43
44
45 **ENCAPSULATION PROCEDURES**

46 Clean and isolate the regulated area as specified in Article entitled: "Preparation of Regulated
47 Area", hereinbefore.

48
49 Repair damaged and missing areas of existing materials with nonasbestos-containing substitutes.
50 Material must adhere adequately to existing surfaces and provide an adequate base for application
51 of encapsulating agents. Filler material shall be applied in accordance with manufacturer's
52 recommended specifications.

1 Spray apply using airless equipment with low nozzle pressure to all surfaces where asbestos is
2 removed or surfaces containing asbestos that are to remain in place. Spray must completely
3 encapsulate any remaining asbestos, permanently locking it in place.

4
5 Apply a minimum of one (1) coat with coverage in strict accordance with manufacturer's
6 recommendations. Surfaces must be dry and free of dirt, oil and dust.

7
8 **ENCLOSURE PROCEDURE**

9 Clean and isolate the regulated area as specified in Article entitled: "Preparation of Regulated
10 Area" hereinbefore.

11
12 Spray areas that will be disturbed during the installation of hangers or other support/framing
13 materials for the enclosure with water containing the specified surfactant. Keep these areas damp
14 to reduce airborne fiber concentrations.

15
16 Remove loose or hanging asbestos containing materials.

17
18 After installation of hangers and other fixing devices and before installation of enclosure, repair
19 damaged areas of fireproofing/thermal insulation materials as required using a nonasbestos-
20 containing replacement material. Prepare surfaces and apply replacement material in accordance
21 with manufacturer's recommendations.

22
23 **AIR MONITORING**

24 Daily Personal Air Monitoring (OSHA Compliance):

25
26 Daily determination of employee exposure shall be made by collecting one or more
27 breathing zone samples that are representative of the 8-hour TWA, full-shift exposure for
28 each employee in each regulated area; and one or more breathing zone air samples that are
29 representative of 30-minute exposures associated with operations that are most likely to
30 produce exposures above the excursion limit for employees in each regulated area.

31
32 OSHA P.E.L. As required by 29CFR 1926.1101(c). Within the breathing zone of each
33 worker category (i.e., wetter, receiver, bagger) 25% of the crew or one per job category.

34
35 All samples collected shall be analyzed by a laboratory accredited by the American Industrial
36 Hygiene Association or in accordance with 1926.1101 – Appendix A.

37
38 The Owners Project Representative has the authority to stop the abatement work under the
39 provisions of the General Conditions of this contract at anytime the Representative determines
40 either personally or through the services of an air sampling professional that conditions are not in
41 compliance with the specifications and applicable regulations. The stoppage of work shall continue
42 until conditions have been corrected and corrective steps have been taken to the satisfaction of the
43 Construction Representative. Standby time required to resolve violations shall be at the
44 Contractor's expense.

45
46 **CLEANUP PROCEDURE**

47 Remove and containerize all visible accumulations of asbestos containing material and asbestos
48 contaminated debris utilizing rubber dust pans and rubber squeegees to move material around. Do
49 not use metal shovels to pick up or move accumulated waste. Special care shall be taken to
50 minimize damage to floor sheeting.

51
52 Wet clean all surfaces in the regulated area using rags, mops and sponges as appropriate. (Note:
53 Some HEPA vacuums might not be wet-dry vacuums.)

1 Prior to removing the inner layer of plastic sheeting, the sheeting shall be sprayed with an
2 encapsulant, so that any residue remaining will be adhered to the plastic sheeting.

3
4 Remove the cleaned inner layer of plastic sheeting from walls and floors. Windows, doors, HVAC
5 system vents and all other openings shall remain sealed. The negative pressure ventilation units
6 shall remain in continuous operation. Decontamination enclosure systems shall remain in place
7 and be utilized.

8
9 Remove all containerized waste from the regulated area and waste container pass-out airlock.

10
11 The DFDM's Project Representative, DNR Representative and the Contractor shall inspect the
12 regulated area for visible residue. If any accumulation of residue is observed, it will be assumed to
13 be asbestos and the cleaning cycle shall be repeated.

14
15 After cleaning the regulated area the Contractor may either spray the remaining barrier material
16 with encapsulant, or wait at least 24 hours to allow fibers to settle and HEPA vacuum and wet clean
17 all objects and surfaces in the regulated area again.

18
19 Decontaminate all tools and equipment and remove at the appropriate time in the cleaning
20 sequence.

21 22 **DISPOSAL PROCEDURES**

23 As the work progresses to prevent exceeding available storage capacity onsite, sealed and labelled
24 containers of asbestos-containing waste shall be removed and transported directly to the
25 prearranged disposal location, which must be an authorized site in accordance with regulatory
26 requirements of NESHAP and Wisconsin Administrative Rule NR 447.13 and NR 506.10. Use of
27 intermediate storage locations is not an accepted disposal procedure. Mark vehicles used to
28 transport asbestos-containing waste in accordance with NR 447.12(4)(a)1 to 3. Comply with US
29 DOT Hazardous Material regulations, 49 CFR 171-180.

30
31 The Contractor shall provide documentation in the form of a transportation and disposal manifest
32 that will provide a chain-of-custody record of all asbestos-containing waste from project site to the
33 disposal site. All asbestos-containing waste generated must be accounted for by these records and
34 copies of all such records shall be delivered to the Construction Representative.

35 36 **Transportation to the Landfill:**

37
38 Contractor shall provide an enclosed lockable waste container, consisting of a truck, trailer
39 or dumpster, for storage and transportation of waste. The waste container shall be locked
40 while unattended and during transportation of waste. Once bags have been removed from
41 the regulated area, they shall be loaded directly into the waste container for transportation.

42
43 The waste container shall be free of debris and lined with six (6) mil polyethylene sheeting
44 to prevent contamination from leaking or spilled containers. Floor sheeting shall be
45 installed first and extend up the side walls. Wall sheeting shall be overlapped and taped
46 into place.

47
48 Drums shall be placed on level surfaces in the waste container and packed tightly together
49 to prevent shifting and tipping. Large components shall be secured to prevent shifting and
50 bags placed on top. Do not throw containers into waste container.

51
52 Personnel loading asbestos containing waste shall be protected by disposable clothing
53 including head, body and foot protection and at a minimum, half-face piece, air-purifying,
54 dual cartridge respirators equipped with HEPA filters.

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Any debris or residue observed on containers or surfaces outside of the regulated area resulting from cleanup or disposal activities shall be immediately cleaned up using HEPA filtered vacuum equipment and/or wet methods.

Disposal at the Landfill:

Upon reaching the landfill, trucks are to approach the dump location as closely as possible for unloading of the asbestos containing waste.

Bags, drums and components shall be inspected as they are off-loaded at the disposal site. Damaged containers shall be very carefully taped shut and repacked into drums or bags as applicable.

Waste containers shall be placed on the ground at the disposal site, not pushed or thrown out of trucks (weight of wet material could rupture bags).

Personnel off-loading containers at the disposal site shall wear protective equipment consisting of disposable head, body and foot protection and, at a minimum, half-face piece, air-purifying, dual cartridge respirators equipped with HEPA filters.

Following the removal of all containerized waste, the truck cargo area shall be decontaminated using HEPA vacuums and wet methods to meet the no visible residue criteria. Polyethylene sheeting shall be removed and discarded along with contaminated cleaning materials and protective clothing in bags or drums at the disposal site.

REESTABLISHMENT OF REGULATED AREA

Reestablishment of the regulated area shall occur only after completion of cleanup procedures and documentation has been performed to the satisfaction of the Owner's Representative.

Resecure mounted objects removed from their former positions during area preparation activities.

Resecure and relocate objects that were removed to temporary locations back to their original positions.

Reestablish HVAC, mechanical and electrical systems in proper working order. Remove potentially contaminated HVAC system filters and dispose of as asbestos contaminated waste. Decontaminate filter assembly using HEPA vacuums and wet cleaning techniques.

END OF SECTION

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SECTION 03 30 00
CAST-IN-PLACE CONCRETE
BASED ON DFD MASTER SPECIFICATION DATED 8-28-2019

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PART 1 - GENERAL

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SCOPE

Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes. The work under this section consists of providing all work, materials, labor equipment and supervision necessary to provide cast in-place concrete as required in these specifications and the drawings.

PART 1 - GENERAL

- Scope
- Related Work
- References
- Definitions
- Submittals
- Quality Assurance
- Field Conditions

PART 2 - PRODUCTS

- Form-facing Materials
- Steel Reinforcement
- Concrete Materials
- Admixtures
- Curing Materials
- Related Materials
- Concrete Mixtures, General
- Concrete Mixing

PART 3 - EXECUTION

- Formwork
- Embedded Items
- Removing And Reusing Forms
- Steel Reinforcement
- Joints
- Concrete Placement
- Finishing Formed Surfaces
- Miscellaneous Concrete Items
- Concrete Protecting And Curing
- Joint Filling
- Concrete Surface Repairs
- Field Quality Control

RELATED WORK

Applicable provisions of Division 1 govern work under this Section.

REFERENCES

Incorporated Guides and References

American Concrete Institute (ACI):

- ACI 302.1R – Guide for Concrete Floor and Slab Construction.
- ACI 304R – Guide for Measuring, Mixing, Transporting and Placing Concrete.
- ACI 304.2R - Placing Concrete by Pumping Methods.
- ACI 305R - Hot Weather Concreting.
- ACI 309R – Guide for the Consolidation of Concrete.
- ACI 347 – Guide to Formwork for Concrete.

- 1 ACI SP-66 – ACI Detailing Manual.
2 Specifications
3 American Concrete Institute (ACI):
4 ACI 117 - Specifications for Tolerances for Concrete Construction and Materials.
5 ACI 301 - Specifications for Structural Concrete.
6 ACI 303.1 – Specification for Cast-In-Place Architectural Concrete.
7 ACI 306.1 – Specification for Cold Weather Concreting.
8 ACI 308.1 – Specification for Curing Concrete.
9 ACI 315 - Details and Detailing of Concrete Reinforcement.
10 ACI 318 - Building Code Requirements for Structural Concrete and Commentary.
11
12 ASTM International (ASTM):
13 ASTM A615 – Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete
14 Reinforcement.
15 ASTM A704 – Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete
16 Reinforcement.
17 ASTM A706 – Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete
18 Reinforcement.
19 ASTM A775 – Standard Specification for Epoxy-Coated Steel Reinforcing Bars.
20 ASTM A820 – Standard Specification for Steel Fibers for Fiber-Reinforced Concrete.
21 ASTM A884 – Standard Specification for Epoxy-Coated Steel Wire and Welded Wire
22 Reinforcement.
23 ASTM A934 – Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars.
24 ASTM A996 – Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete
25 Reinforcement.
26 ASTM C33 – Standard Specification for Concrete Aggregates.
27 ASTM C94 – Standard Specification for Ready-Mixed Concrete.
28 ASTM C150 – Standard Specification for Portland Cement.
29 ASTM C156 – Standard Test Method for Water Loss (From a Mortar Specimen) Through Liquid
30 Membrane-Forming Curing Compounds for Concrete.
31 ASTM C171 – Standard Specification for Sheet Materials for Curing Concrete.
32 ASTM C260 – Standard Specification for Air-Entraining Admixtures for Concrete.
33 ASTM C309 – Standard Specification for Liquid Membrane-Forming Compounds for Curing
34 Concrete.
35 ASTM C494 – Standard Specification for Chemical Admixtures for Concrete.
36 ASTM C618 – Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for
37 use in Concrete.
38 ASTM C989 – Standard Specification for Slag Cement for Use in Concrete and Mortars.
39 ASTM C1059 – Standard Specification for Latex Agents for Bonding Fresh to Hardened Concrete.
40 ASTM C1116 – Standard Specification for Fiber-Reinforced Concrete.
41 ASTM C1240 – Standard Specification for Silica Fume Used in Cementitious Mixtures.
42 ASTM C1602 – Standard Specification for Mixing Water Used in the Production of Hydraulic
43 Cement Concrete.
44 ASTM D1751 – Standard Specification for Preformed Expansion Joint Filler for Concrete Paving
45 and Structural Construction (Non-extruding and Resilient Bituminous Types).
46 ASTM D3963 – Standard Specification for Fabrication and Jobsite Handling of Epoxy-Coated Steel
47 Reinforcing Bars.
48 ASTM E164 3 – Standard Practice for Selection, Design, Installation, and Inspection of Water
49 Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs.
50 ASTM E1745 – Standard Specification for Water Vapor Retarders Used in Contact with Soil or
51 Granular Fill Under Concrete Slabs.
52

53 City of Milwaukee Street Construction Specifications, July 1, 1992
54

1 **DEFINITIONS**

2 Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic
3 cement, fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.
4

5 W/C Ratio: The ratio by weight of water to cementitious materials.
6

7 Cured Concrete: The concrete strength at 28 days.
8

9 Dry Concrete: The measure of concrete at 80% relative humidity at 40% of the concrete slab-on-grade depth.
10

11 Self-Consolidating Concrete (SCC): a highly workable concrete that can flow through densely reinforced or complex
12 structural elements under its own weight and adequately fill voids without segregation or excessive bleeding without
13 the need for vibration.
14

15 Passing Ability: The ability of SCC to flow through openings such as the spaces between reinforcing bars without
16 segregation or aggregate blocking.
17

18 J-Ring Test: Test used to determine the passing ability of SCC, or the degree to which the passage of concrete through
19 the bars of the J-Ring apparatus is restricted.
20

21 J-Ring Flow: The distance of lateral flow of concrete using J-Ring in combination with a slump cone.
22

23 Slump Flow: Test method used to measure the unconfined flow and stability of SCC using a slump cone (upright or
24 inverted)
25

26 Slump Flow Spread: The numerical value in inches of flow and stability of SCC using a slump cone (upright or
27 inverted).
28

29 Slump Flow Spread: The numerical value in inches of flow determined as the average diameter of the circular deposit
30 of SCC at the conclusion of the slump flow test.
31

32 T₅₀ Value: Time (in seconds) the edge of the concrete mass takes to reach 50 cm (20 inches) diameter from the time
33 the mold is first raised in the slump flow test.
34

35 Stability: The ability of a concrete mixture to resist segregation of the paste from the aggregates.
36

37 Static Segregation (Segregation Factor): Segregation of the mortar from the coarse aggregate that occurs after
38 placement while the concrete is still in the plastic state.
39

40 Visual Stability Index (VSI) Rating: An assessment of the homogeneity of concrete based on the visual inspection of
41 the concrete sample at the end of the slump flow test.
42

43 **SUBMITTALS**

44 Product Data: For each type of product.
45

46 Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials,
47 Project conditions, weather, test results, or other circumstances warrant adjustments.
48

49 Indicate amounts of mixing water to be withheld for later addition at Project site.
50

51 Construction Joint Layout: Indicate proposed construction joints required to construct the structure.
52

53 Location of construction joints is subject to approval of the Architect.
54

55 Concrete In-Situ Relative Humidity and pH Testing.

1
2 Report all test results in chart form listing test dates and time, depth of test holes, in-situ temperature and in-situ relative humidity, as well as pH levels of concrete slab surface to determine if the concrete is too dry to receive applied floor finishes.

3
4
5
6 List test hole locations on chart and show same on 8 ½ x 11" site map (when such a map is available to testing agency.)

7
8
9 Prepare a report of findings for the relative humidity and pH and distribution to Architect and General Prime Contractor.

10
11
12 Material Certificates: For each of the following, signed by manufacturers:

- 13 Cementitious materials.
- 14 Admixtures.
- 15 Form materials and form-release agents.
- 16 Curing compounds.
- 17 Bonding agents.
- 18 Adhesives.
- 19 Semirigid joint filler.
- 20 Joint-filler strips.
- 21 Repair materials.

22
23 Material Test Reports: For the following, from a qualified testing agency, indicating compliance with requirements:
24 Aggregates

25 26 **QUALITY ASSURANCE**

27 Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.

28
29
30 Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

31
32
33 Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

34
35 Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

36
37
38 Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.

39
40
41 Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician, Grade II.

42 43 44 **FIELD CONDITIONS**

45
46 Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

47
48
49 When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.

50
51
52 Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.

1 Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators
2 unless otherwise specified and approved in mixture designs.
3

4 Hot-Weather Placement: Comply with ACI 301 and as follows:
5

6 Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice
7 may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing
8 water. Using liquid nitrogen to cool concrete is Contractor's option.
9

10 Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly
11 moist without standing water, soft spots, or dry areas.
12

13 **PART 2 - PRODUCTS**

14 **FORM-FACING MATERIALS**

15 Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on
16 at least two edges and one side for tight fit.
17

18 Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect
19 concrete surfaces and does not impair subsequent treatments of concrete surfaces.
20

21 Formulate form-release agent with rust inhibitor for steel form-facing materials.
22
23

24 **STEEL REINFORCEMENT**

25 Epoxy-Coated Reinforcing Bars: **ASTM A 615/A 615M, Grade 60**, deformed bars, , epoxy coated, with less than 2
26 percent damaged coating in each 12-inch bar length.
27

28 **CONCRETE MATERIALS**

29 Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's
30 plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.
31

32 Cementitious Materials:
33

34 Portland Cement: ASTM C 150/C 150M, Type IA, IP-A, I or IP
35

36 Fly Ash: ASTM C 618, Class C.
37

38 Normal-Weight Aggregates: ASTM C 33/C 33M, coarse aggregate or better, graded. Provide aggregates from a single
39 source.
40

41 **ADMIXTURES**

42 Admixtures to be used in the concrete mixture shall be submitted for approval as part of the mixture design. No other
43 admixtures will be allowed except those listed without the Architect's approval.
44

45 Air-Entraining Admixture: ASTM C 260/C 260M.
46

47 Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute
48 water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or
49 admixtures containing calcium chloride.
50

51 Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
52

53 Retarding Admixture: ASTM C 494/C 494M, Type B.
54

54 Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
55

1
2 Viscosity-Modifying Admixture: ASTM C 494/C 494M, Type S.

3
4 High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.

5
6 High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.

7
8 Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

9
10 Water: ASTM C 94/C 94M and potable

11
12 **CURING MATERIALS**

13 Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

14 Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

15
16 Water: Potable.

17
18 Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

19
20 **RELATED MATERIALS**

21 Bonding Agent: ASTM C 1059/C 1059M, Type II, nonredispersible, acrylic emulsion or styrene butadiene.

22
23 **CONCRETE MIXTURES, GENERAL**

24 Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.

25
26
27 Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.

28
29
30 Combined Fly Ash or Pozzolan and Slag Cement: 50 percent portland cement minimum, with fly ash or pozzolan not exceeding 25 percent.

31
32
33 Admixtures: Use admixtures according to manufacturer's written instructions.

34
35 Use water-reducing admixture in concrete, as required, for placement and workability.

36
37 Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

38
39
40 **CONCRETE MIXTURE SCHEDULE**

41
42

43	44	45	46	47	48	49	50
Class	Type of Construction	Min. Comp Strength @ 28 Days (PSI)	Slump Before addn. of HRWR (in. +/- 1 in.)	Max. Agg. Size (in.)	Water Cement Ratio	Air Entrainment % +/- 1½%	Notes
49 2b	50 Exterior Site concrete	4000	3	0.75	0.44	6.0	(1)(2)(3)

51

52 Notes:

- 1 (1) Use a maximum of 30% replacement of portland cement with ground granulated blast-furnace slag and fly
2 ash at a 1:1 ratio, up to 350 pounds per cubic yard, with a maximum 25% fly ash. If fly ash is used alone,
3 limit the maximum replacement to 25%.
- 4
- 5 (2) High-Range, Water-Reducing Admixture may be used in mixture.
- 6
- 7 (3) Coordinate with site/civil and landscape concrete elements.
- 8

9 **CONCRETE MIXING**

10 Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and furnish batch
11 ticket information.

12 When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75
13 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

16 **PART 3 - EXECUTION**

18 **FORMWORK INSTALLATION**

19 Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position
20 indicated, within tolerance limits of ACI 117.

21 Construct forms tight enough to prevent loss of concrete mortar.

22 Construct forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking
23 plates where stripping may damage cast-concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5
24 horizontal to 1 vertical.

25 Install keyways, reglets, recesses, and the like, for easy removal.

26 Do not use rust-stained steel form-facing material.

27 Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished
28 concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type
29 screeds.

30 Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before
31 placing concrete.

32 Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before
33 placing reinforcement.

34 **EMBEDDED ITEM INSTALLATION**

35 Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or
36 supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished
37 with items to be embedded.

38 Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5
39 of AISC 303.

40 **REMOVING AND REUSING FORMS**

41 General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of
42 concrete may be removed after cumulatively curing at not less than 50 deg F for **24** hours after placing concrete.
43 Concrete has to be hard enough to not be damaged by form-removal operations, and curing and protection operations
44 need to be maintained.

1 Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-
2 facing material are not acceptable for exposed surfaces. Apply new form-release agent.
3

4 When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints
5 to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.
6

7 **STEEL REINFORCEMENT INSTALLATION**

8 Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.
9

10 Epoxy-Coated Reinforcement: Repair cut and damaged epoxy coatings with epoxy repair coating according to
11 ASTM D 3963/D 3963M. Use epoxy-coated steel wire ties to fasten epoxy-coated steel reinforcement.
12

13 **JOINTS**

14 General: Construct joints true to line with faces perpendicular to surface plane of concrete.
15

16 Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as
17 approved by Architect.
18

19 Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints unless
20 otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
21

22 Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened
23 concrete surfaces.
24

25 Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-
26 half of dowel length to prevent concrete bonding to one side of joint.
27

28 **CONCRETE PLACEMENT**

29 Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that
30 required inspections are completed.
31

32 Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect.
33

34 Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.
35

36 Do not add water to concrete after adding high-range water-reducing admixtures to mixture.
37

38 Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on
39 concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously,
40 provide construction joints as indicated. Deposit concrete to avoid segregation.
41

42 Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
43

44 Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly
45 spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert
46 vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of
47 vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other
48 embedded items without causing mixture constituents to segregate.
49

49 **FINISHING FORMED SURFACES**

50 Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom
51 perpendicular to main traffic route. Coordinate required final finish with Architect before application.
52

1
2 **MISCELLANEOUS CONCRETE ITEM INSTALLATION**

3 Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise
4 indicated. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous
5 concrete filling indicated or required to complete the Work.

6
7 Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling
8 surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

9
10 **CONCRETE PROTECTING AND CURING**

11 Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1
12 for cold-weather protection and ACI 301 for hot-weather protection during curing.

13
14 Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause
15 moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's
16 written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

17
18 Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor
19 toppings, and other surfaces.

20
21 Cure concrete according to ACI 308.1,

22
23 **JOINT FILLING**

24 Prepare, clean, and install joint filler according to manufacturer's written instructions.

25
26 Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joints clean and
27 dry.

28
29 Install semirigid joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints. Overfill joint and
30 trim joint filler flush with top of joint after hardening.

31
32 **CONCRETE SURFACE REPAIRS**

33 Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that
34 cannot be repaired and patched to Engineers approval.

35
36 Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate
37 passing a No. 16 sieve, using only enough water for handling and placing.

38
39 Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles,
40 honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot
41 be removed by cleaning.

42
43 Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any
44 dimension to solid concrete. Limit cut depth to 3/4 inch. Make edges of cuts perpendicular to concrete
45 surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact
46 with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs
47 secured in place with bonding agent.

48
49 Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement
50 so that, when dry, patching mortar matches surrounding color. Patch a test area at inconspicuous locations to
51 verify mixture and color match before proceeding with patching.

52
53 Compact mortar in place and strike off slightly higher than surrounding surface.

1 Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as
2 determined by Architect.

3
4 **FIELD QUALITY CONTROL**

5 Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172/C 172M shall be
6 performed according to the following requirements:

7
8 Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5
9 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.

10
11 Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for
12 each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.

13
14 Air Content: ASTM C 231/C 231M, pressure method, for normal-weight concrete; ASTM C 173/C 173M, volumetric
15 method, for structural lightweight concrete; one test for each composite sample, but not less than one test for each
16 day's pour of each concrete mixture.

17
18 Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below or 80
19 deg F and above, and one test for each composite sample.

20
21 Unit Weight: ASTM C 567/C 567M, fresh unit weight of structural lightweight concrete; one test for each composite
22 sample, but not less than one test for each day's pour of each concrete mixture.

23
24 Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one
25 set of two specimens at 28days.

26
27 When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor
28 shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.

29
30 Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength
31 tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified
32 compressive strength by more than 500 psi.

33
34 Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing.
35 Reports of compressive-strength tests shall contain Project identification name and number, date of concrete
36 placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive
37 strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for
38 both 7- and 28-day tests.

39
40 Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect
41 but will not be used as sole basis for approval or rejection of concrete.

42
43 Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that
44 slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by
45

46
END OF SECTION

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SECTION 26 05 02
ELECTRICAL DEMOLITION FOR REMODELING
BASED ON DFD MASTER ELECTRICAL SPEC DATED 03/01/21

PART 1 - GENERAL

SCOPE

The work under this section generally includes removal of electrical and low voltage infrastructure serving the city block bounded by West Wisconsin Avenue and West Michigan Street, and between the streets of North 27th and North 28th. More specifically:

1. Isolation of the services to each of the eight existing building structures on this block to facilitate their demolition. WE Energies power services to each structure has been cut and removed.
2. Coordination with low voltage service providers for removal of their services to the buildings and on the poles within this city block.
3. Site within the boundary of exterior sidewalk is to be clear of all non-WE Energies owned electrical infrastructure when demolition is complete.
4. Proper removal of lamps and ballasts from the eight structures to be demolished.
5. Contractor should be aware that WE Energies will leave in place the medium voltage overhead and underground power lines and poles that feed through the public alley in the north-center of the block from 28th street to 27th street. These poles and conductors will remain in service until such time as the block is redeveloped.
6. Contractor should be aware that WE Energies will leave in place the medium voltage overhead and underground power lines and poles that feed through the public alley in the south-center of the block from 28th street to 27th street. These poles and conductors will be removed separately by WE Energies, at the direction of the State, after completion of this demolition project.

PART 1 - GENERAL

Scope

Related Work

PART 2 - PRODUCTS

Materials and Equipment

PART 3 - EXECUTION

Examination

Preparation

Demolition and Extension of the Existing Electrical Work

PCB Ballast Handling

Lamp and PCB Ballast Disposal

RELATED WORK

Applicable provisions of Division 1 govern work under this Section.

PART 2 - PRODUCTS

MATERIALS AND EQUIPMENT

Materials and equipment for patching and extending work as specified in the individual Sections.

PART 3 - EXECUTION

EXAMINATION

Verify and receive written confirmation by We Energies that the city block has been electrically isolated from the electric utility grid aside from the one feed-through MV feeder mentioned above.

Verify circuiting arrangements as shown on Drawings.

Verify that abandoned wiring and equipment serve only abandoned facilities.

Verify whether or not PCB ballasts exist in light fixtures which will be disposed of. If PCB light fixture ballasts exist, then follow requirements in **PCB BALLAST HANDLING** and **LAMP AND PCB BALLAST DISPOSAL** below.

1 Demolition Drawings are based on casual field observation and/or existing record documents. Report
2 discrepancies to the User Agency, Architect/Engineer and DFD Field Representative before disturbing
3 existing installation.

4
5 Beginning of demolition means installer accepts existing conditions.

6 7 **PREPARATION**

8
9 When work must be performed on energized equipment or circuits, use personnel experienced in such
10 operations and follow the safe working practice requirements of NFPA 70E.

11 12 **DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK**

13 Remove existing installations as necessary to meet all requirements of these specifications.

14
15 Repair adjacent construction and finishes damaged during demolition and extension work.

16 17 **PCB BALLAST HANDLING**

18 Generally, all high power factor fluorescent light ballasts manufactured before 1978 and some HID ballasts
19 contain polychlorinated biphenyl (PCB) compounds in their capacitors. The Contractor shall inspect all
20 ballasts in all light fixtures and take the actions described below.

21
22 The disposal of all ballasts labeled as "NON-PCBs" or "NO PCBs" shall become the responsibility
23 of the Contractor. If the PCB content is not stated on the ballast label, the ballast shall be handled
24 as a PCB ballast.

25
26 All PCB ballasts shall be removed from the light fixtures and shall have the wires clipped off.
27 However, before removal, all PCB ballasts shall be carefully inspected for leaks. If a ballast appears
28 to be leaking (evidenced by potting compound leaking out or by an oily film on the ballast surface)
29 the ballast must be handled per EPA and DNR PCB regulations. Basically, this means the ballast is
30 to be carefully removed from the fixture and placed in an approved drum. See paragraph below for
31 the drum specifications. The person removing the ballast from the fixture shall wear protective
32 gloves, eye protection, and protective clothing as necessary.

33
34 If the fixture has also been contaminated, it must be cleaned to less than 10 micrograms/100 square
35 centimeters contamination before disposal. This cleaning must be done by an approved PCB
36 contractor and is not considered a part of this contract. Contact DFD for contractor approval before
37 commencing with the cleanup.

38
39 The PCB ballasts shall then be placed in US DOT approved drums (barrels). The contractor may
40 furnish their own drums or obtain them from **Veolia ES Technical Solutions (800-255-5092 or 262**
41 **255-6655)**. The quantity and size of the drums will be determined by the contractor at the time of
42 construction, 30 and 55 gallon drums are typically available.

43
44 These PCB drums shall be placed in storage with the cover that came with the barrels, in a location
45 within a building, as designated by the Building Manager or DFD Field Representative. The drums
46 are not to be placed outside where they are exposed to weather.

47
48 THESE PCB BALLASTS ARE NOT TO BE REMOVED FROM THE WORK SITE BY THE
49 CONTRACTOR. To do so would be a violation of DNR and DOT hazardous waste regulations and
50 may result in a fine to the Contractor.

51
52 The Contractor shall label and mark the PCB storage drums with EPA approved PCB labels and the
53 storage area with signs, marks and lines to meet the regulations of Wisconsin Code NR 157 –
54 Management of PCBs and Products Containing PCBs.

55
56 The Contractor shall also provide approved PCB absorbent materials to be stored immediately
57 adjacent to the drum storage area. Do not place loose absorbent material in the drums.

58
59 The Contractor shall provide to the DFD Field Representative, in written form, a total count of these
60 ballasts (or their total weight by drum) and where they are stored.

1 See Lamp and PCB Ballast Disposal instructions below.
2

3 **LAMP AND PCB BALLAST DISPOSAL**

4 All lamps (fluorescent, incandescent, and HID) contain mercury and/or lead (in the base) as well as other
5 heavy metals and compounds which are regulated by the EPA and DNR during the disposal process. As a
6 result, regulations have been issued covering the handling and disposal of all lamps. Lamps which have been
7 removed from service for disposal shall be handled as follows by the Contractor:
8

9 The Contractor shall very carefully remove all lamps (fluorescent, incandescent, and HID) from
10 light fixtures before removal of the fixture from its mounted position. This is to reduce the
11 likelihood that the lamp(s) will be broken. The Contractor will be charged the cost difference
12 between disposal of broken and unbroken lamps, for all lamps broken in excess of 1% of the total
13 lamps removed in the project.
14

15 The contractor shall contact **Veolia ES Technical Solutions (800-255-5092 or 262-255-6655)** to
16 coordinate the storage and pickup of disposed lamps and PCB ballasts. The contractor may furnish
17 their own containers or obtain them from **Veolia ES Technical Solutions**. Removed lamps and
18 PCB ballasts shall be placed in containers by the contractor, marked with the number and type of
19 lamp and PCB ballast, and placed in storage at a location on the user agency's property. The
20 contractor shall label the area as "Hazardous Material Storage". The contractor shall make
21 arrangements for pickup of the lamps and PCB ballasts with **Veolia ES Technical Solutions**, shall
22 provide a count of all stored lamps and PCB ballasts, and shall fill out any required forms.
23

24 When making disposal arrangements with **Veolia ES Technical Solutions**, the contractor shall
25 make sure to notify them of the DFD project number, DFD project name and DFD Project Manager,
26 for invoicing purposes. Invoicing from **Veolia ES Technical Solutions**, shall be sent to the DFD
27 Project Manager for direct charge payment from the project (lamp and PCB ballast disposal costs
28 to be paid by DFD), and shall indicate the proper DFD project number, name, and PM.
29

30 The contractor shall coordinate the lamp and PCB ballast disposal with the DFD Field
31 Representative.
32

33 END OF SECTION

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SECTION 30 05 00
COMMON WORK RESULTS FOR ALL EXTERIOR WORK
BASED ON DFD MASTER SPECIFICATION DATED 09/01/2015

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PART 1 – GENERAL

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SCOPE

This section provides information common to two or more technical site work specification sections or items that are of a general nature, and not included in other sections. This section applies to ALL work included as part of Division 31 and Division 32. Included are the following topics:

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PART 1 - GENERAL

- Scope
- Related Work
- Referenced Organizations
- Referenced Documents
- Quality Assurance
- Safety
- Permits
- Construction Limits
- Work by Others
- Submittals
- Off Site Storage
- Codes
- Certificates and Inspections
- As-Built Drawings

PART 2 - MATERIALS

- Barricades, Signs, and Warning Devices

PART 3 - EXECUTION

- Maintenance of Site and Building Access/Egress
- Continuity of Existing Traffic/Parking and Traffic Control
- Survey and Staking
- Utility Locates
- Protection and Continuity of Existing Utilities
- Protection of Existing Work and Facilities

RELATED WORK

Applicable provisions of Division 1 govern work under this Section.

- 02 41 13 – Demolition
- 03 30 00 – Cast in Place Concrete
- 31 10 00 – Site Clearing
- 31 13 00 – Tree and Shrub Removal
- 31 20 00 – Earthmoving
- 31 25 00 – Erosion Control
- 32 91 13 – Soil Preparation
- 32 92 19 – Seeding

REFERENCED ORGANIZATIONS

Abbreviations of organizations referenced in these specifications are as follows:

AASHTO	American Association of State Highway and Transportation Officials
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials
EPA	Environmental Protection Agency
OSHA	Occupational Safety and Health Administration
WDNR	State of Wisconsin Department of Natural Resources

2
3 **REFERENCED DOCUMENTS**

4 Where reference is made to WisDOT or SSHSC in this specification it shall mean the pertinent sections of
5 the Wisconsin Department of Transportation, Standard Specifications for Highway and Structure
6 Construction (SSHSC), current edition, and all supplemental and interim supplemental and interim
7 specifications.

8
9 Where reference is made to the SSSWC, it shall mean pertinent sections of the Standard Specifications for
10 Sewer and Water Construction (SSSWC) in Wisconsin, current edition.

11 Method of measurement and basis of payment sections in referenced documents shall not apply.

12
13 **QUALITY ASSURANCE**

14 Provide materials and products as required by individual specification sections. Refer to Section GC -
15 General Conditions of the Contract regarding substitutions.

16
17 Provide quality assurance testing and reporting as required by individual specification sections.

18
19 **SAFETY**

20 Contractor is solely responsible for worksite safety.

21
22 Perform all work in accordance with applicable OSHA, state and local safety standards.

23
24 **PERMITS**

25 Unless otherwise noted in the Contract Documents, Contractor shall be responsible for obtaining and
26 paying for all permits necessary to complete the work.

27
28 The City of Milwaukee permits required includes, but is not limited to, the following: driveway, hydrant
29 use, public way (use of), sidewalk, and sidewalk (use of)

30
31 **CONSTRUCTION LIMITS**

32 Construction Limits are indicated on the drawings. In the absence of such a designation on the drawings,
33 confine work to the minimum area reasonably necessary to undertake the work as determined by the DFD
34 Project Representative. In no case shall construction activities extend beyond state property lines or
35 construction easements.

36
37 The Contractor shall restore all disturbed areas in accordance with the drawings and specifications. If
38 drawings and specifications do not address restoration of specific areas, these areas will be restored to pre-
39 construction conditions as approved by the DFD Project Representative.

40
41 **WORK BY OTHERS**

42 Coordinate work under this project with work by Owner and other contractors on the site.

43
44 **SUBMITTALS**

45 Refer also to the General Conditions and Division 1.

46
47 Submit manufacturer's shop drawings, product data, samples, substitutions and operation and maintenance
48 (O&M) data for approval as required by individual specification sections.

49
50 Unless otherwise noted, provide 6 copies of each submittal. Submit to project architect/engineer (A/E)
51 unless otherwise directed by DFD Project Representative at the Pre-Construction Meeting.

52
53 **OFF SITE STORAGE**

54 Refer to Division 1.

1 In general, the payments for materials stored off site will only be considered in instances where there is
2 limited space available for storage on the site. Prior approval by the DFD Project Representative, together
3 with the execution of a Storage Agreement will be required.

4
5 **CODES**

6 Comply with the requirements of all applicable, local, state and federal codes.

7
8 **CERTIFICATIONS AND INSPECTIONS**

9 Refer to Section GC - General Conditions.

10
11 Obtain and pay for all required sampling, testing, inspections, and certifications except those expressly
12 listed as provided by the A/E or other third party in the Contract Documents. Deliver originals of
13 certificates and documents to the DFD Project Representative within 3 days; provide copies to the A/E.
14 Include copies of the certifications and documents in the O&M Manual.

15
16 **AS-BUILT DRAWINGS**

17 Refer to Section GR – General Requirements

18
19 **PART 2 – MATERIALS**

20
21 **BARRICADES, SIGNS, AND WARNING DEVICES**

22 Traffic barricades, traffic signs, and warning devices shall meet the requirements of applicable OSHA
23 standards and the FHA Manual of Uniform Traffic Control Devices (MUTCD).

24
25 **PART 3 - EXECUTION**

26
27 **MAINTENANCE OF SITE AND BUILDING ACCESS/EGRESS**

28 Unless otherwise shown or directed, maintain existing access and egress to the facility throughout
29 construction. Maintain ANSI A117 compliant access for emergency vehicle access, and emergency egress.
30 Do not interrupt access and egress without prior written approval from the DFD Project Representative.

31
32 **CONTINUITY OF EXISTING TRAFFIC/PARKING AND TRAFFIC CONTROL**

33 Refer also to Section GR - General Requirements.

34
35 Do not interrupt or change existing traffic, delivery, or parking without prior written approval from the
36 DFD Project Representative. When interruption is required, coordinate schedule with the Owner agency to
37 minimize disruptions. When working in public right-of-way, obtain all necessary approvals and permits
38 from the City of Milwaukee and WISDOT.

39
40 When Contractor’s activities impede or obstruct traffic flow, Contractor shall provide traffic control
41 devices, signs and flaggers in accordance with other Contract Documents and the current version of the
42 MUTCD, or as shown on the Drawings.

43
44 **SURVEY AND STAKING**

45 A/E will provide benchmarks and control points for the project as requested by the Contractor if
46 information is available and not already shown on the plans.

47
48 Contractor shall be responsible for transferring benchmarks, control points, lines and grades to the project
49 site as necessary to complete work.

50
51 **UTILITY LOCATES**

52 Contact Diggers Hotline at 1-800-242-8511 in accordance with statutory requirements. Request that non-
53 member utilities, institution owned utilities, and private utilities be located by the appropriate parties. .

54
55 Contractor shall include the costs for **ALL** underground utility locates in their bid. Locates shall include
56 excavation, backfill, survey and pictures of existing utilities within the construction limits. Survey

1 information shall include size, elevation, GPS location, materials and height and width of utility. Locates
2 shall be authorized by DFD Project Representative.
3

4 **PROTECTION AND CONTINUITY OF EXISTING UTILITIES**

5 Verify the locations of any water, drainage, gas, storm sewer, sanitary sewer, electric,
6 telephone/communication, fuel, steam lines, chilled water or other utilities and site features which may be
7 encountered in any excavations or other sitework. All lines shall be properly underpinned and supported to
8 avoid disruption of service.
9

10 Do not interrupt or change existing utilities without prior written approval from the DFD Project
11 Representative, affected utilities and users. Notify all users impacted by outages a minimum of 48 hours in
12 advance of outage. Notification shall be provided in writing and describe the nature and duration of
13 outages and provide the name and number of Contractor's foreman or other contact.
14

15 Any service connections encountered that are to be removed shall be cut off at the limits of the excavation
16 and capped in accordance with the requirements of applicable codes and any specifications governing such
17 removals. City of Milwaukee Ordinances govern the disconnection of building water and sanitary services.
18

19 **PROTECTION OF EXISTING WORK AND FACILITIES**

20 Verify the locations of, and protect, any signs, paved surfaces, buildings, structures, landscaping,
21 streetlights, utilities, and all other such facilities that may be encountered or interfered with during the
22 progress of the work. Take measures necessary to safeguard all existing work and facilities that are outside
23 the limits of the work or items that are within the construction limits but are intended to remain. Report
24 any damage to existing facilities to the DFD Project Representative immediately. Correct all damages at no
25 cost to Owner.
26

27 **END OF SECTION**

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SECTION 31 10 00
SITE CLEARING
BASED ON DFD MASTER SPECIFICATION DATED 02/17/2016

PART 1 - GENERAL

SCOPE

The work under this section shall consist of providing all work, materials, labor, equipment, and supervision necessary to clear and grub the site of existing vegetation as required in these specifications and on the drawings. Included are the following topics:

PART 1 - GENERAL

- Scope
- Related Work
- Clearing Limits

PART 2 - MATERIALS

- Not Used

PART 3 - EXECUTION

- General
- Cutting
- Removal Methods
- Grubbing

RELATED WORK

Applicable provisions of Division 1 govern work under this Section.

Related work specified elsewhere:

- Section 30 05 00 – Common Work Results For All Exterior Improvements
- Section 31 13 00 – Selective Tree and Shrub Removal
- Section 31 20 00 – Earthmoving
- Section 31 25 00 – Erosion Control

CLEARING LIMITS

Confine clearing and grubbing operations to the limits as indicated on the drawings. In the absence of such a designation on the drawings, confine work to the minimum area reasonably necessary to undertake the work as determined by the Owner's Project Representative. Clearing and grubbing operations shall not extend past the property line or easement line without prior approval of the DFD Project Representative.

PART 2 - MATERIALS

- Not Used

PART 3 - EXECUTION

GENERAL

Limits of clearing and grubbing shall be as shown on drawings.

Remove and dispose of trees, stumps, roots, brush, vegetation, debris, and other items that interfere with the work as shown on the drawings.

To minimize erosion, limit heavy equipment travel only to areas that are necessary to complete clearing and grubbing operations.

Repair damaged erosion control features immediately.

1 **CUTTING**

2 Fell and prune trees in manner so as not to damage adjacent structures, site features or other plants not
3 scheduled for removal.

4
5 If trees scheduled to remain are injured notify DFD Project Representative.

6
7 Use sharp tools and make clean cuts.

8
9 **REMOVAL METHODS**

10 Unless the drawings specify otherwise, the Contractor owns all trees, brush and debris removed from the
11 site. All cleared material shall be disposed of offsite unless otherwise specified on the drawings or agreed
12 upon by the Owner and DFD Project Representative prior to any clearing and grubbing taking place. Care
13 shall be taken to not remove contaminated soil from the site,

14
15
16 Clearing and grubbing debris shall be disposed of at facilities designed to accept the material that is being
17 disposed. Follow all local, state and federal regulations.

18
19 **GRUBBING**

20 Grubbing operations may be completed by removal of stump section or by grinding.

21
22 Grubbing shall not occur in areas of soil and groundwater contamination. Care shall be taken to not remove
23 contaminated soil from the site,

24
25 Remove stumps, logs, roots, other organic matter to a depth of 36 inches below grade. Stumps within soil
26 and groundwater contamination areas shall be abandoned in place.

27
28 Depressions resulting from grubbing operations shall be backfilled in accordance with Section 31 20 00 –
29 Earthwork.

30
31 **END OF SECTION**

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SECTION 31 13 00
SELECTIVE TREE AND SHRUB REMOVAL
BASED ON DFD MASTER SPECIFICATION DATED 02/17/2016

PART 1 - GENERAL

SCOPE

Work includes the felling or removal by tree spade of trees or larger shrubs designated in the contract to be removed from the project site, and related work as indicated in the drawings.

PART 1 - GENERAL

Scope

Related Work

Definitions

PART 2 - PRODUCTS

Materials

PART 3 - EXECUTION

Felling

Cleaning

RELATED WORK

Applicable provisions of Division 1 shall govern all work under this section.

Related Work Specified Elsewhere:

Section 30 05 00 – Common Work Results for All Exterior Work

Section 31 10 00 – Site Clearing

DEFINITIONS

Caliper: Diameter of a trunk measured by a diameter tape at 4'-6" above the ground or DBH (diameter at breast height). (Standard as defined by the ISA – International Society for Arboriculture).

Arborist or Certified Arborist: As referenced here in all "arborists" or "certified arborists" shall be at minimum an ISA Certified Arborist or and ASCA Registered Consulting Arborist unless other specified.

PART 2 - PRODUCTS

MATERIALS

Tree caliper measurements shall be taken 4'-6" (1.4 m) above ground level.

Adequate supplies of water suitable for irrigation and free of harmful materials.

PART 3 - EXECUTION

FELLING

Fell trees to prevent damage to adjacent structures and to those trees and shrubs designated to remain.

Remove stumps and roots to a clear depth of 36" (0.9 m) below existing grades. In areas of soil contamination, cut stumps to surrounding ground level and abandon stump in place.

CLEANING

All trimmed branches and other debris shall be removed from the site by the Contractor at the end of each work week.

END OF SECTION

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1 **SECTION 31 20 00**
2 **EARTHMOVING**
3 **BASED ON DFD MASTER SPECIFICATION DATED 09/01/2015**

4
5 **PART 1 - GENERAL**
6

7 **SCOPE**

8 The work under this section shall consist of providing all work, materials, labor, equipment, and
9 supervision necessary to complete earthwork required in these specifications and on the drawings.
10 Included are the following topics:
11

12 **PART 1 - GENERAL**

13 Scope
14 Related Work
15 Reference Standards
16 Quality Assurance
17 Submittals
18 Quantities

19 **PART 2 - MATERIALS**

20 Earth Fill
21 Granular Fill

22 **PART 3 - EXECUTION**

23 General
24 Topsoil Removal
25 Excavation
26 Placing and Compacting Material
27 Grading
28 Clean Up
29

30 **RELATED WORK**

31 Applicable provisions of Division 1 govern work under this Section.
32

33 Related work specified elsewhere:

34 Section 30 05 00 – Common Work Results For All Exterior Improvements
35 Section 31 10 00 – Site Clearing
36 Section 31 25 00 – Erosion Control
37

38 **REFERENCE STANDARDS**

39 American Society for Testing and Materials (ASTM):

40 D422-63 Standard Test Method for Particle Size Analysis of Soils
41 D4318 Standard Test Methods for Liquid Limit, Plastic Limit and Plasticity Index of Soils
42 D698 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using
43 Standard Effort (12,400 ft-lbf/ft³)
44 D1140 Standard Test Methods for Determining the Amount of Material Finer than
45 75- μ m (No. 200) Sieve in Soils by Washing
46 D1557 Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified
47 Effort (56,000 ft-lbf/ft³)
48 D2922 Standard Test Methods for Density of Soil and Soil-Aggregate In-Place by Nuclear
49 Methods (Shallow Depth)
50 D3017 Standard Test Method for Water Content of Soil and Rock In-Place by Nuclear Methods
51 (Shallow Depth)
52 D4253 Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a
53 Vibratory Table
54 D6938 Standard Test Method for In-Place Density and Water Content of Soil and Soil-
55 Aggregate by Nuclear Methods (Shallow Depth)

- 1 D6913 Standard Test Methods for Particle-Size Distribution (Gradation) of Soils Using Sieve
- 2 Analysis
- 3 E329 Standard Specification for Agencies Engaged in Construction Inspection, Testing, or
- 4 Special Inspection
- 5

6 **QUALITY ASSURANCE**

7 The Contractor shall conduct sampling, testing, and analysis as required by this section and elsewhere in
 8 the Contract Documents either by retaining the services of an independent construction materials testing
 9 consultant or with internal certified testers. The materials testing personnel shall meet the requirements of
 10 ASTM E329.

11 The Contractor’s construction materials testing personnel shall complete material testing as outlined in
 12 Table 31 20 00 -1.

13 *Table 31 20 00 -1*

Material	Test Required	Test/Sample Frequency
Earth Fill	D422 Standard Test Method for Particle Size Analysis of Soils	1 test/500 CY placed
Earth Fill	D698 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort	1 test/500 CY placed
Earth Fill	D6938 – Standard Test Method for In-Place Density and Water Content of Soil	1 test/1000 SF placed/lift

16

17 **SUBMITTALS**

18 Provide copies of all material testing reports completed for the project within 48 hours of completing the
 19 individual tests. Along with each individual test result, provide a running spreadsheet of all individual test
 20 results.

21

22 **QUANTITIES**

23 Contractor shall be solely responsible for determining all earthwork quantities based on the existing and
 24 proposed elevations provided on the drawings. Any geotechnical investigations provided by the Owner
 25 apply only to those locations that the data was collected, and may not be indicative of conditions elsewhere
 26 on the site. The Contractor is responsible for collecting any additional geotechnical or survey data he
 27 deems necessary to complete an accurate estimate of earthwork quantities.

28

29 If onsite grading, excavation and borrow operations do not provide enough suitable material for fill areas,
 30 Contractor shall coordinate and pay for excavation, transport and placement of imported material meeting
 31 the specifications of the contract documents. If excavation results in excess materials, Contractor shall
 32 coordinate and pay for loading, transport and offsite disposal of excess materials.

33

34 Contractor shall notify the DFD Project Representative immediately if geotechnical information, existing
 35 grades, or proposed grades shown on the drawings appears to be inaccurate.

36

37 **PART 2 - MATERIALS**

38 **EARTH FILL**

39 Use clean material consisting of inorganic soil or a mixture of inorganic soil and rock, stone or gravel. The
 40 material shall be free of topsoil, sod, stumps, wood, asphalt, concrete, debris, and other deleterious
 41 material. The maximum dimension of any material shall not exceed 2’ in any direction.

42

43 **GRAVEL SURFACE**

44 Clean material meeting the requirements of Breaker Run or Select Crushed Material as defined in WisDOT
 45 SSHSC Section 311 or 312.

1
2
3 **PART 3 - EXECUTION**

4 **GENERAL**

5 Complete earthwork excavation for elevation changes, utility trenches, minor structures and building
6 foundations in accordance with this section.

7 **TOPSOIL REMOVAL**

8 Comply with erosion control requirements of Section 31 25 00 – Erosion Control and as shown on the plan
9 relative topsoil removal and storage.

10
11 Complete clearing and grubbing work as required by the Contract Documents and as specified in Section
12 31 10 00 – Site Clearing.

13
14 Coordinate topsoil stockpile locations with Owner and other contractors working onsite.

15
16 Remove topsoil from site. Topsoil shown as soil contamination areas shall remain and shall not be removed
17 from the site.

18
19 Do not excavate, grade or work topsoil in frozen or muddy condition.

20
21 **EXCAVATION**

22 Excavate areas to provide positive drainage. Contractor shall notify the DFD Project Representative
23 immediately if the final proposed elevations shown on the drawings do not provide drainage away from
24 buildings, structures, roads, walks and other paved areas.

25
26 Remove excess and spoil material from the site in a timely fashion. No soils from soil and groundwater
27 contamination areas may be removed from the site.

28
29 Do not excavate below design grades without prior authorization by the DFD Project Representative.

30
31 **PLACING AND COMPACTING MATERIAL**

32 Place material in fill areas only after all topsoil has been removed and building basement floor concrete has
33 been fractured as described in the Architectural demolition plans.

34
35 Place fill to the existing surface elevations; allow for placement of Gravel Surface as required by the
36 drawings and other Contract Documents.

37
38 Fill type shall be as indicated on Table 31 20 00 - 2, or as shown on the drawings.

39
40 Do not place fill on areas consisting of organic soil, debris or soft and yielding material.

41
42 Do not place fill on frozen or muddy areas.

43
44 Place fill in horizontal lifts having thickness as shown on Table 31 20 00 - 2.

45
46 Compact fill material as required by Table 31 20 00 - 2 for given use.

47
48 Moisture condition fill material as necessary to achieve density required for given use.

49
50 Place and compact backfill so as to minimize settlement and avoid damage to walls, utility lines and other
51 work in place.

52
53 It is the responsibility of the Contractor to provide all necessary compaction equipment and other grading
54 equipment that may be required to obtain the specified compaction. Compaction of controlled backfill by
55 travel of grading equipment will not be considered adequate for uniform compaction. Hand guided

1 vibratory or tamping compactors will be required whenever controlled backfill may be placed adjacent to
2 walls, footings, and columns or in confined areas.

3
4
5 **Table 31 20 00 - 2**

Location	Required Material	Maximum Compacted Lift Thickness	Minimum Proctor Compaction	Moisture Content
Building Excavation Backfill	Earth Fill	12"	95% Standard	±3% of optimum

6
7 **GRADING**

8 Grading shall include areas necessary to establish new grades as required, additional areas disturbed by
9 construction activities, storage, equipment including all trenching, where excess fill is deposited and where
10 cutting is required.

11
12 New grades are designed to produce desired configuration of site and do not represent a balance between
13 cut and fill.

14
15 Excavated materials shall be disposed of by contractor at a suitable off-site location. Contractor shall be
16 responsible for securing suitable disposal site(s) and for all off-site disposal costs.

17
18 **CLEAN UP**

19 Level off all waste disposal areas and clean up all areas used for the storage of materials or the temporary
20 deposit of excavated earth. Remove all surplus material, tools and equipment.

21
22 Thoroughly clean all drainage ways, roads, parking lots, sidewalks, and paved surfaces and remove and
23 dispose of all debris and mud.

24
25 **END OF SECTION**

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SECTION 31 25 00
EROSION CONTROL
BASED ON DFD MASTER SPECIFICATION DATED 02/17/2016

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PART 1 - GENERAL

27

SCOPE

28 The work under this section consists of providing all work, materials, labor, equipment, and supervision
29 necessary to provide and construct erosion control measures necessary to protect property and the
30 environment. Included are the following topics:

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PART 1 - GENERAL

38 Scope
39 Related Work
40 Reference Documents
41 Erosion Control Plan

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PART 2 - MATERIALS

General
Silt Fence

PART 3 - EXECUTION

General
Grading and Earthwork
Drainage
Tracking Control
Maintenance

RELATED WORK

Applicable provisions of Division 1 govern work under this Section.

Related work specified elsewhere:

Section 02 41 13 – Demolition
Section 30 05 00 – Common Work Results For All Exterior Improvements
Section 31 10 00 – Site Clearing
Section 31 20 00 – Earthmoving

Provide erosion control in accordance with the following references:

- Erosion Control Product Acceptability List (“PAL”), current version as published by the WisDOT.
- Construction Site Erosion & Sediment Control Technical Standards, current version as published by the Wisconsin Department of Natural Resources WDNR.
- Storm Water Post-Construction Technical Standards, current version as published by the WDNR.

Method of measurement and basis of payment sections in any referenced erosion control documents shall not apply to this contract.

REFERENCE DOCUMENTS

Wherever PAL appears in this specification, it shall mean the Wisconsin Department of Transportation, Erosion Control Product Acceptability List (PAL), current edition.

EROSION CONTROL PLAN

The A/E has prepared an erosion control plan for the project. The A/E will complete, apply for, and pay for a Water Resources Application for Project Permits (WRAPP) to obtain acceptance for land disturbing activities in excess of 1 acre from the WDNR. The Contractor will provide the A/E with submittals for materials used to implement the erosion control plan, as well as any modifications to the erosion control plan that are necessary due to the Contractor’s means and methods of construction.

1 Contractor shall comply with all the requirements of the erosion control plan, and if applicable, the
2 Construction Site Storm Water Runoff General Permit requirements as obtained from the WRAPP.
3 Contractor shall be responsible for completing all construction site inspection reports for the duration of the
4 project and the Notice of Termination form required by the WDNR.
5

6 Contractor shall provide all erosion control measures necessary as noted in the drawings and defined in the
7 specifications to protect property and the environment.
8

9 The Contractor shall apply and pay for an Erosion Control Implementation Plan as required by the City of
10 Milwaukee.
11

12 **PART 2 – MATERIALS**

13 **GENERAL**

14 Erosion mats, soil stabilizers, and tackifiers shall be listed on the Wisconsin Erosion Control Product
15 Acceptability List (PAL) as published by the Wisconsin Department of Transportation.
16
17

18 When the design or contract includes permanent erosion control or stormwater control features, the
19 contractor may employ these items in his control of erosion and stormwater during his construction
20 activities. However, these items shall be fully cleaned, restored, and in every way fully functioning for its
21 intended permanent use prior to acceptance of the work.
22

23 **SILT FENCE**

24 Fence fabric shall comply with the requirements of Standard Specifications for Highway and Structure
25 Construction 628.2.6, in 3 foot tall rolls, with 4' tall 2" x 2" nominal cross section hardwood posts spaced a
26 maximum of 10' o.c. Silt fence shall be Mirafi, Trevira, Amoco, CFM, or approved equal.
27

28 **PART 3 - EXECUTION**

29 **GENERAL**

30
31 Install erosion control measures as required by the erosion control plan and contract documents. Provide
32 additional erosion control measures as dictated by Contractor's means and methods, or by differing site
33 conditions. Notify DFD Project Representative of additional erosion control features that are provided, but
34 not shown on the plan.
35
36

37 Contractor shall provide all erosion control measures necessary to protect property and the environment.
38 Perform all work in accordance with manufacturer's instruction where these specifications do not specify a
39 higher requirement.
40

41 **GRADING AND EARTHWORK**

42 Install all temporary or permanent erosion control measures prior to any onsite grading or land
43 disturbances.
44

45 Clear only those areas designated for the placement of improvements or earthwork before placement of the
46 final cover. Perform stripping of vegetation, grading, excavation, or other land disturbing activities in a
47 logical sequence and manner which will minimize erosion. If possible, schedule construction for times of
48 the year when erosion hazards are minimal.
49

50 Do not clear the site of topsoil, trees, and other natural ground covers before the commencement of
51 construction. Retain natural vegetation and protect until the final ground cover is placed.
52

53 Do not stockpile soil within 25 feet of any roadway, or drainage structure or channel. Provide temporary
54 stabilization and control measures (seeding, mulching, covering, erosion matting, barrier fencing) for the
55 protection of disturbed areas and soil piles which will remain unfinished for a period of more than 10
56 consecutive calendar days.
57

1 All stormwater inlets adjacent to the project site shall have Type M inlet projection.
2
3 Remove surplus excavation materials from the site immediately after rough grading. The disposal site for
4 the surplus excavation materials shall also be subject to these erosion control requirements.
5
6 **DRAINAGE**
7 Minimize water runoff and retain or detain on-site whenever possible so as to promote settling of solids and
8 groundwater recharge.
9
10 Convey drainage to the nearest adequate public facility. Do not discharge water in a manner that will cause
11 erosion or sedimentation of the site or receiving facility.
12
13 Protect storm sewer inlets and catch basins in accordance with the erosion control plan, if provided. If not
14 specified, protect inlets with straw bale barriers, silt fencing, filter basket, gabion stone weepers, or other
15 equivalent methods approved by the A/E which provide the necessary erosion protection.
16
17 Minimize the pumping of sediments when dewatering. Discharge to a sedimentation basin or
18 sedimentation vessel to reduce the discharge of sediments. Do not discharge water in a manner that will
19 cause erosion or sedimentation of the site or receiving facility.
20
21 **TRACKING CONTROL**
22 Provide each entrance to the site with a stone tracking pad. Tracking pad shall be constructed of Gabion
23 Stone or Breaker Run.
24
25 If necessary, provide a crushed aggregate paved parking area.
26
27 If applicable, wash water shall be discharged to sedimentation basins, sedimentation vessels, or other such
28 control areas. Untreated wash water shall not be discharged to storm sewers or surface water bodies.
29
30 **MAINTENANCE**
31 Inspect all erosion control measures within 24 hours of the end of each rainfall event that exceeds 0.5" or
32 daily during period of prolonged rainfall, or weekly during periods without rainfall. Immediately repair
33 and/or replace any and all damaged, failed, or inadequate erosion control measures.
34
35 Maintain records of all inspections and any remedial actions taken.
36
37 Maintain stockpile stabilization measures as necessary after rainfall events and heavy winds. Replace
38 tarps, re-seed, and reapply mulch, tackifiers and stabilizers as necessary.
39
40 Remove sediment from stormwater and erosion control structures, basins, and vessels as necessary.
41
42 Repair or replace damaged inlet protection.
43
44 Replace or supplement stone tracking pads with additional stone when they become ineffective.
45
46 The project and surrounding roadways shall be kept free from materials that may enter the drainage system.
47 Remove any sediment reaching a public or private roadway, parking lot, sidewalk, or other paved. Do not
48 remove tracked sediments by flushing. Completely remove any accumulations not requiring immediate
49 attention at least once daily at the end of the workday.
50
51 Frequently dispose of all waste and unused construction materials in licensed solid waste or wastewater
52 facilities. Do not bury, dump, or discharge, any garbage, debris, cleaning wastes, toxic materials, or
53 hazardous materials on the site, on the land surface or in detention basins, or otherwise allow materials to
54 be carried off the site by runoff onto adjacent lands or into receiving waters or storm sewer systems.
55

56 **END OF SECTION**

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SECTION 32 91 13
SOIL PREPARATION
Based On DFD Master Specification Dated 02/17/2016

PART 1 - GENERAL

SCOPE

The work under this section shall consist of providing all work, materials, labor, equipment and supervision necessary to provide and prepare soil for seeding, sodding, and landscape planting. Included are the following topics:

PART 1 - GENERAL

- Scope
- References

PART 2 - MATERIALS

- Topsoil
- Organic Soil Amendments
- Fertilizer
- Lime

PART 3 - EXECUTION

- Subgrade Soil Preparation
- Placing Topsoil
- Organic Soil Amendments and pH Adjustment
- Fertilizer

RELATED WORK

- Applicable provisions of Division 1 govern work under this Section.
- Section 30 05 00 – Common Work Results for All Exterior Improvements
- Section 32 92 18 – Seeding

REFERENCE STANDARDS

WISDOT SSHSC	Standard Specifications for Highway and Structure Construction
Section 625.2	Standard Specifications for Highway and Structure Construction
Section 629.3.1	Standard Specifications for Highway and Structure Construction
S100 Compost	Wisconsin Department of Natural Resources (DNR) Specification
ASTM D5268-07	Standard Specification for Topsoil Used for Landscaping
USDA Agricultural Handbook No. 60	Diagnosis and Improvement of Saline and Alkali Soils

PART 2 - PRODUCTS

TOPSOIL

Clean salvaged or imported material capable of passing the 1” sieve and meeting the requirements of Section 625.2(1) of the Standard Specifications for Highway Construction. The material shall be free of rocks, gravel, wood, debris, and of noxious weeds and their seeds.

Naturally fertile, agricultural soil, capable of sustaining vigorous growth, of uniform composition throughout, without admixtures of subsoil, free of clay, stones larger than 1” inch diameter, roots, trash and debris of any kind, supplied by Contractor at his/her expense, and subject to approval by the Architect/Engineer and DFD Construction Representative.

1 **ORGANIC SOIL AMENDMENTS**

2 Organic Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture
3 content 35 to 55 percent by weight; 100 percent passing through **3/4-inch** sieve; soluble salt content of **5 to**
4 **10** decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings.
5 Organic Matter Content: **50 to 60** percent of dry weight.

6
7 Organic Compost: Compost meeting Wisconsin DNR S100 Compost Specification.

8
9 **FERTILIZER**

10 All fertilizers shall be delivered fully labeled according to applicable regulations, bearing name, trade name
11 or trademark of producer, along with producer’s warranty. Application amounts of fertilizer and lime will
12 be governed by the recommendations of the soil test.

13
14 Fertilizer: Granular, non-burning product composed of not less than fifty (50) percent organic slow-acting,
15 guaranteed analysis professional fertilizer. Commercial fertilizer shall conform to Wisconsin State Statutes,
16 Section 94.64, and meet the standards of the Wisconsin Department of Agriculture as to registration and
17 labeling. Fertilizer shall be specified in the contract documents as to composition, but is subject to revision
18 to suit project site conditions.

19
20 **LIME**

21 Lime material shall meet the requirements of Section 629.2.2 of the Standard Specifications for Highway
22 Construction.

23
24 **PART 3 - EXECUTION**

25
26 **SUBGRADE SOIL INSPECTION**

27 Examine the sub-grade condition and that all drainage requirements have been met. Remove all debris and
28 unsuitable material present.

29
30 **SUBGRADE SOIL PREPARATION**

31 Remove or mow all vegetation to a height 3”. Remove all rocks, debris, and litter that will prevent
32 compliance with topsoil and seeding specifications. Final grade area to within 2” of subgrade elevations.
33 Till or disc the subsoil to a depth of 2”-4” to allow aeration. Areas shall be graded to a smooth uniform
34 surface plane with loose, uniformly fine texture. All areas shall be rolled and raked to remove ridges and
35 fill depressions and ready for final topsoil or planting mixture application. Areas shall be restored if eroded
36 or otherwise disturbed after grading.

37
38 **PLACING TOPSOIL OR PLANTING MIXTURE**

39 Planting Mixture:

40 Ratio of Loose Compost to Topsoil by Volume: **1:3** parts native topsoil from project site to organic
41 compost. Conform to alternate mixes as specified for beds of certain ornamental plants. All mixing shall be
42 done by mechanical means subject to the approval of the Architect/Engineer.

43
44 Place topsoil/planting mixture to achieve final grades indicated on the Drawings, allowing for settlement.
45 Place to the depth shown on the Drawings. If no depth is shown provide a minimum of 6” of topsoil.

46
47 If topsoil/planting mixture depths are greater than 6” then the topsoil shall be installed in lifts. Moisten the
48 soil surface between lifts at a rate of two gallons of water per square foot. Allow water to thoroughly
49 percolate through and settle and dry before rolling and placing the next lift.

50
51 Place and spread the specified planting mixture to the correct depths adjusting for the difference between
52 seed, sod or planting bed finished grade.

53
54 Do not apply topsoil to saturated or frozen subgrades.
55

1 **ORGANIC SOIL AMENDMENTS AND pH ADJUSTMENT**

2 Provide lime or other organic soil amendments as recommended soil analysis. If topsoil has been
3 determined acceptable by a soil test, no amendments are needed.

4

5 Uniformly apply lime and organic soil amendments, and incorporate into the top 4"-6" of soil by tilling or
6 discing.

7

8 **FERTILIZER**

9 Fertilizer shall be applied in accordance with the requirements of Section 629.3.1 of the Standard
10 Specifications for Highway Construction.

11

12

END OF SECTION

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SECTION 32 92 19
SEEDING
Based On DFD Master Specification Dated 07/26/2017

PART 1 - GENERAL

SCOPE

The work under this section shall consist of providing all work, materials, labor, equipment and supervision necessary to complete seeding, mulching and maintenance as indicated on the drawings. Included are the following topics:

PART 1 - GENERAL

- Scope
- Related Work
- Submittals
- Delivery, Storage and Handling
- Planting Season
- Guarantee

PART 2 - MATERIALS

- Grass Seed Mix
- Water
- Mulch

PART 3 - EXECUTION

- Preparation
- Sowing
- Mulching
- Cleaning and Repair
- Maintenance Watering
- Mowing
- Acceptance

RELATED WORK

- Applicable provisions of Division 1 govern work under this Section.
- 30 05 00 – Common Work Results for All Exterior Improvements
- 31 25 00 - Erosion Control
- 32 91 19 – Soil Preparation

REFERENCE DOCUMENTS

- WISDOT SSHC Standard Specifications for Highway and Structure Construction
- Section 630.2.1 Standard Specifications for Highway and Structure Construction.
- Section 630.3.3 Standard Specifications for Highway and Structure Construction
- Section 627.3 Standard Specifications for Highway and Structure Construction.
- AOSA Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances

SUBMITTALS

- Provide seed samples and data showing seed mix composition and a guarantee of germination.
- Provide seed mixture.
- Provide information on method of sowing seed.

1 **DELIVERY, STORAGE AND HANDLING**

2 Seed shall be delivered to the site in its original, unopened container, labeled as to weight, analysis, and
3 manufacturer. Store any seed delivered prior to use in a manner safe from damage from heat, moisture,
4 rodents, or other causes. Any seed damaged after acceptance shall be replaced by the Contractor.

5
6 **PLANTING SEASON**

7 The regular seeding season is considered April 1-June 15 and September 1-October 15.

8
9 **GUARANTEE**

10 Guarantee the germination of seed installed during the regular seeding season.

11
12 **PART 2 - PRODUCTS**

13
14 **GRASS SEED MIX**

15 Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules
16 for Testing Seeds" for purity and germination tolerances.

17
18 Sun and Partial Shade "No Mow": Containing the following per manufacturers blend:

19 Hard Fescue (*Festuca brevipila*)

20 Sheep Fescue (*Festuca ovina*)

21 Chewings Fescue (*Festuca rubra* subs. *fallax*)

22 Red Fescue (*Festuca rubra*)

23 Creeping Red Fescue (*Festuca rubra* var. *rubra*)

24
25 **WATER**

26 Water free of wastewater effluent or other hazardous chemicals.

27
28 **MULCH**

29 Clean straw or hay that is well-seasoned, and free of rot, mildew and the seeds of noxious weeds.

30
31 **PART 3 - EXECUTION**

32
33 **PREPARATION**

34 Prepare area in accordance with Section 32 91 19 – Soil Preparation.

35
36 No seeding shall occur on frozen ground or at temperatures lower than 32° F (0° C).

37
38 **SOWING**

39 Sow seed using either Method A or Method B as defined in Section 630.3.3 of Standard Specifications for
40 Highway Construction. Unless otherwise noted, sow seed at a rate of 2# (dry seed weight)/1000 square
41 feet.

42
43 **MULCHING**

44 Place and anchor mulch using the methods outlined in Section 627.3 of Standard Specifications for
45 Highway Construction.

46
47 **CLEANING AND REPAIR**

48 Waste and excess material from the seeding operation shall be promptly removed. Adjacent paved areas
49 are to be cleaned, and any damage to existing adjacent turf areas shall be repaired.

50
51 **MAINTENANCE WATERING**

52 Seeded areas are to be watered daily to maintain adequate surface soil moisture for proper seed
53 germination. Watering shall continue for not less than 30 days following seeding. Thereafter, apply 1/2"
54 (1.3 cm) of water twice weekly until final acceptance.

1 **MOWING**

2 Cool season grasses, such as bluegrass, tall fescue, perennial ryegrass, etc. shall be mown to a height of 2-
3 1/2" (6.4 cm) in spring and fall, and no less than 3" (7.6 cm) from June through September. These heights
4 are to be maintained through repeat mowings as needed until final acceptance.

5
6 No more than 40% of grass leaf shall be removed during any single mowing operation.
7 The mowing operation is to include trimming around obstacles and the raking of excess grass clippings.
8 Weed eaters shall not be used around trees.
9

10 **ACCEPTANCE**

11 Inspection to determine acceptance of seeded areas will be made by the Architect/Engineer upon
12 Contractor's request after a maintenance period of at least 45 days after sowing. Allow a minimum of 5
13 working days' notice before inspection date. Seeded areas will be acceptable provided all requirements,
14 including maintenance, watering and mowing have been met and a healthy, uniform, close stand of the
15 specified grass is established. Bare areas greater than 6" square will not be accepted.
16

17 **END OF SECTION**

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