City Of Milwaukee
Department of Public Works
Room 501 – Frank P. Zeidler Municipal Building
841 North Broadway
Milwaukee, Wisconsin 53202-3684

INVITATION TO BID

Commissioner of Public Works
Phone: 414-286-3314

OFFICIAL NOTICE NO. 66

Sealed bids for the work, material, labor, and services hereinafter described will be received at the Department of Public Works **Contract Office**, Room 506, Frank P. Zeidler Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202-3684, no later than **Monday, June 9, 2014, at 10:30 A.M.**

One MANDATORY pre-bid meeting will be held at the Century City Site on Tuesday, May 20, 2014, and begin PROMPTLY at 9:00 a.m. Enter at Gate 2 - 2725 W. Hopkins St.

(Please Note: Prior to entering the site, anyone showing up for the site visit will need to have a flash light, steel tipped boots, hard hat, safety glasses, and a reflective vest.)

IMPORTANT

This bid is your offer to perform or supply the subject matter under "DESCRIPTION" below according to the terms and conditions set forth in this Invitation to Bid, Specific Official Notice No. 66, General Specifications, Detailed Specifications, Special Provisions, Plans of this particular project, the proposed contract and Special Conditions when applicable.

Your bid must meet the Detailed Specifications and the Plans for this particular project.

You must agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101, et seq.

The bid must be signed as set forth in the General Specifications and must comply with all the requirements therein set forth, or it will not be considered. If submitted by a corporation, the bid proposal must bear the corporate seal.

Bid security hereinafter specified must be submitted with your bid. If a bid bond is used, it must be sealed by the bonding company and be accompanied by an affidavit of no interest and a copy of a power of attorney. Bonding agents must be licensed to do business in the State of Wisconsin.

Bids received after the date and the time above specified will not be opened and read and will be deemed rejected.

NOTE: Also **read** the General Official Notice to Contractors, General and Detailed Specifications, Special Provisions, and Special Conditions when applicable pertaining to this bid.

DESCRIPTION **Century City Redevelopment Project – Area A**
Site Clearance, Environmental Remediation, and Preliminary Site Preparation
2725 West Hopkins Street, Milwaukee, Wisconsin

DETAILS OF SPECIFICATIONS: dated May 8, 2014

FOR: **Century City Redevelopment Project – Area A**
Site Clearance, Environmental Remediation, and Preliminary Site Preparation
2725 West Hopkins Street, Milwaukee, Wisconsin

The SBE Requirement for this Project is: 25%
The Residency Requirement for this Project is: 40%
The Apprenticeship Requirements for this Project are: 0

Liquidated damages per diem: $150.00

Time for Completion: At noon on 45 days after receipt of the Notice to Proceed letter

One MANDATORY pre-bid meeting will be held at the Century City Site on Tuesday, May 20, 2014, and begin PROMPTLY at 9:00 a.m. Enter at Gate 2 - 2725 W. Hopkins St.

(Please Note: Prior to entering the site, anyone showing up for the site visit will need to have a flashlight, steel tipped boots, hard hat, safety glasses, and a reflective vest.)

BID SECURITY REQUIRED: BOND, CERTIFIED CHECK, CASHIER'S CHECK, OR CASH TO ACCOMPANY BID: 10% OF CONTRACTOR'S BASE BID.

DETAILED SPECIFICATIONS: May 8, 2014

THE SUCCESSFUL CONTRACTOR SHALL FURNISH A PERFORMANCE BOND AND A PAYMENT BOND IN THE AMOUNT OF 100% OF THE BID WITH EACH EXECUTED CONTRACT.

NOTE: BIDS WILL BE OPENED AND PUBLICLY READ AT THE OFFICE OF THE COMMISSIONER OF PUBLIC WORKS ON **Monday, June 9, 2014, at 10:30 A.M.**

Plans and specifications will be furnished to the prospective bidders upon payment of a non-refundable fee of $10.00, for each project in Room 506, Frank P. Zeidler Municipal Building, 841 N. Broadway, Milwaukee, Wisconsin 53202. A $10.00 per set additional non-refundable fee is required to obtain bid documents by mail.

THE CONTRACTOR SHALL SPECIFICALLY NOTE THE SBE AND RESIDENCY FORMS FOR THIS PROJECT. IF THE FORMS ARE NOT FILLED OUT PROPERLY, IT WILL BE CAUSE FOR REJECTION OF THE BID.

Contractor must comply with all provisions of the CITY OF MILWAUKEE GENERAL OFFICIAL NOTICE TO CONTRACTORS, published at http://mpw.milwaukee.gov/services/bids_home.

Questions regarding this Bid should be addressed to Scott Stange in writing via email at: sstang@milwaukee.gov. Deadline for questions regarding the Formal Bid are due by **4:45 p.m.** on **Tuesday, May 27, 2014**. Any additional information and/or clarification(s) regarding this Bid will be issued in the form of an addendum to this Bid on or before **Monday, June 2, 2014.**

FORM DPW-125 (REV. 01/26/05)

OFFICIAL NOTICE 66

Century City Redevelopment Project – Area A
Site Clearance, Environmental Remediation,
and Preliminary Site Preparation
2725 West Hopkins Street, Milwaukee, Wisconsin

B I D

City of Milwaukee
Department of Public Works
Room 501 - Frank P. Zeidler Municipal Building
841 North Broadway
Milwaukee, Wisconsin 53202

Bids Close: **Monday, June 9, 2014, 2014, @ 10:30 A.M.** (Time and Date)

Submit bids to: City of Milwaukee
Department of Public Works **Contract Office**
Room **506**, 841 North Broadway
Milwaukee, Wisconsin 53202.

The undersigned _____
(A Corporation) (A Partnership) (An Individual)
(use one)

of _____
Street City Zip Code Telephone Number

hereby proposes to furnish work, material, labor and services as set forth in the description in the Invitation to Bid at and for the prices hereinafter named according to the provisions in the Official Notice and the Invitation to Bid, Detail Specifications, Special Provisions, Addenda's, if any, and Plans for this particular project on file in the office of the Commissioner of Public Works, and if successful, hereby agrees to enter into a contract with the City of Milwaukee with such sureties as required and set forth in the aforesaid documents for the performance of said contract (said contract form being on file in the office of the Commissioner of Public Works), and in accordance with the terms and conditions set forth in the contract documents, to-wit: written agreement, official notice, invitation to bid, bid, instructions to bidders, detail specifications, special provisions, special conditions when applicable, plans, schedule of fixed prices, supplemental agreements and all addenda.

In case of obtaining the award, the undersigned bidder anticipates using, subject to the approval of the Commissioner, the following subcontractors, with the class of work to be performed by each, which list shall not be added to nor altered without the written consent of the Commissioner:

Name of Proposed Subcontractors	Class of Work	Amount	Check Box If SBE

BID RESPONSE FORM

Department of Public Works
Official Notice #_66_

Century City Redevelopment
Project Area - A – Site Clearance, Environmental Remediation, and Preliminary Site Preparation
2725 West Hopkins Street, Milwaukee, Wisconsin

ALL BIDS MUST BE TYPED OR PRINTED

UNIT PRICES:

010000.001 MOBILIZATION, MAX 5% 1 Lump Sum

(Bid in figures) $ _____ /Lump Sum

(Bid in words) $ _____ /Lump Sum

024000.010 CONCRETE PAVEMENT REMOVAL 5,400 Cu.Yd.

(Bid in figures) $ _____ /Cu.Yd.

(Bid in words) $ _____ /Cu.Yd.

024000.012 ASPHALT PAVEMENT REMOVAL 1 Lump Sum

(Bid in figures) $ _____ /Lump Sum

(Bid in words) $ _____ /Lump Sum

024000.015 REMOVAL OF BURIED STRUCTURES AND BUILDING SUBSTRUCTURES 2,000 Cu.Yd.

(Bid in figures) $ _____ /Cu.Yd.

(Bid in words) $ _____ /Cu.Yd.

024000.017 REMOVAL OF RAILWAY LINES AND STRUCTURES 1 Lump Sum

(Bid in figures) $ _____ /Lump Sum

(Bid in words) $ _____ /Lump Sum

BID RESPONSE FORM - Official Notice #_66_

024000.020 **REMOVAL OF UTILITIES** 1 Lump Sum

(Bid in figures) $ _____ /Lump Sum

(Bid in words) _____ /Lump Sum

024000.025 **REMOVAL OF SEWERS AND MANHOLES** 1 Lump Sum

(Bid in figures) $ _____ /Lump Sum

(Bid in words) _____ /Lump Sum

024000.030 **SHED REMOVAL** 1 Lump Sum

(Bid in figures) $ _____ /Lump Sum

(Bid in words) _____ /Lump Sum

024000.035 **MISCELLANEOUS REMOVALS** 1 Lump Sum

(Bid in figures) $ _____ /Lump Sum

(Bid in words) _____ /Lump Sum

024000.040 **REMOVAL OF SOIL STOCKPILE** 16,500 Cu.Yd.

(Bid in figures) $ _____ / Cu.Yd.

(Bid in words) _____ / Cu.Yd.

024000.045 **REMOVAL OF TOPSOIL STOCKPILE** 6,500 Cu.Yd.

(Bid in figures) $ _____ / Cu.Yd.

(Bid in words) _____ / Cu.Yd.

024000.050 **REMOVAL AND DISPOSAL OF SEWER SEDIMENT** 500 Tons

(Bid in figures) $ _____ / Ton

(Bid in words) _____ / Ton

BID RESPONSE FORM - Official Notice #_66_

024000.055 REMOVAL AND DISPOSAL OF CONTAMINATED SOIL 150 Tons

(Bid in figures) $ _____ / Ton

(Bid in words) _____ / Ton

312000.010 EARTHWORK 12,500 Cu.Yd.

(Bid in figures) $ _____ / Cu.Yd.

(Bid in words) _____ / Cu.Yd.

312500.010 EROSION AND DUST CONTROL 1 Lump Sum

(Bid in figures) $ _____ / Lump Sum

(Bid in words) _____ / Lump Sum

BASE BID TOTAL:

(Bid in figures) $ _____

(Bid in words) _____

*** IMPORTANT NOTICE ***

ALL BID PRICES MUST BE ENTERED IN WORDS AND IN NUMERALS. IN CASE OF VARIATION BETWEEN THE TWO, THE WORDS WILL PREVAIL.

IN ADDITION, IF THERE IS A DISCREPANCY BETWEEN THE TOTAL INDICATED IN THE PROPOSAL AND THE AMOUNT OBTAINED BY ADDING THE PRODUCTS OF THE QUANTITIES TIMES THE UNIT PRICES, THE LATTER SHALL GOVERN. ANY ERRORS FOUND IN THE TOTAL INDICATED SHALL BE CORRECTED AND THE CONTRACT AWARD SHALL BE MADE TO THE LOWEST RESPONSIBLE BIDDER BASED ON THE CORRECTED TOTAL.

If DOUBT EXISTS AS TO WHAT IS BID, THE BID WILL BE REJECTED.

ACKNOWLEDGEMENTS PAGE

Official Notice No. _66_____
Project No. _____

SMALL BUSINESS ENTERPRISE PROGRAM, RESIDENT PREFERENCE AND APPRENTICESHIP PROGRAM REQUIREMENTS

In submitting this bid, the bidder acknowledges, understands and agrees that submission of a bid shall commit the bidder to comply with the City's requirements as outlined in the SMALL BUSINESS ENTERPRISE PROGRAM (SBE), the Resident Preference Program and the Apprenticeship Program provisions. The bidder also agrees to comply with the specific requirements as follows:

The bidder's commitment for SBE participation on this project is ___25___ %

The bidder's commitment for Resident Preference Program Participation on the project is __40___ %

The bidder's commitment for Apprenticeship Program participation on this project is:
Apprentice(s) from _____0___of the following trade(s) are to be employed.

In submitting this bid, the bidder understands that the Commissioner of Public Works reserves the right to reject any and all bids. If written notice of the acceptance of the bid is mailed, telegraphed, or delivered to the undersigned within forty-five (45) days after the opening thereof, the undersigned agrees to execute and deliver the contract in the prescribed form (contract form on file in the office of the Commissioner of Public Works) and furnish the required performance and payment bonds, and to meet such insurance requirements as may be required, within ten days after the receipt of the official notice of award.

This bidder understands that if they are the successful bidder and the contract is awarded, that pursuant to Sec. 7.14, Milwaukee City Charter, 1971 Compilation, as amended, failure to execute and to deliver the contract or to furnish the required insurance and the required security within ten (10) days after receipt of the official notice of award or such extension thereto as the Commissioner only may deem reasonable, the City, in addition to any other legal or equitable remedy which it may have, may annul the award and notice of award, and the bid security of this bidder will be forfeited.

Attached hereto is an affidavit in proof that the undersigned has not colluded with any person in respect to this bid or any other bid for the contract for which this bid is submitted.

We acknowledge the receipt of Addenda _____to _____inclusive.

Bidder assures the City and acknowledges that the Official Notice, Special Provisions, if any, Special Conditions where applicable, Invitation to Bid and Bid, Detail Specifications, Addenda, if any, and Plans of this particular project have been read and has a full understanding of the provisions therein.

SIGNATURE PAGE – IMPORTANT – THREE(3) SIGNATURES ARE REQUIRED OR BID WILL BE CONSIDERED NONRESPONSIVE.

Rev. 2/2012

Official Notice No. 66

Project No. _____

In signing and submitting this bid, the bidder assures the City of Milwaukee that the Official Notice, Notice to Bidders, Special Conditions where applicable, Invitation to Bid and Bid, Detail Specifications, Special Provisions, schedule of fixed prices, Addenda, and Plans of this particular project have been read and understood and that the furnishing of the subject work, material, labor and services is under bidder's control. If the bidder's performance is contingent upon the acts of another party, the bidder assures that they have the necessary commitments to complete the contract which may be awarded.

Submitted by _____
Name of Bidder (person, firm or corporation)

Telephone No. _____
Fax No. _____

Address _____

_____
(City, State, Zip Code)

MUST BE SIGNED

Signed per _____
(Manual **signature required**)

Official Capacity _____

BID DATED _____ SBE Contractor: Yes: _____
No _____

If a Corporation, answer the following:

Incorporated under laws of what state? _____

If a foreign corporation, are you licensed to do business in Wisconsin? _____

SWORN STATEMENT OF BIDDER
AS REQUIRED BY
SECTION 66.0901 (7) WISCONSIN STATUTES

I, being first duly sworn at _____
(City, State)

on oath state on behalf of said bidder, that I have examined and carefully prepared this proposal from the plans, specifications, and the other contract documents and have checked the same in detail before submitting this proposal; and this sworn statement is hereby made a part of the foregoing proposal.

MUST BE SIGNED

Signature _____

_____
(Title, if any)

Subscribed and sworn to before me this

_____ day of _____, 20___

_____
(**Notary Signature**)

Notary Public, _____ County

State of _____

My commission expires _____

NON-COLLUSION AFFIDAVIT

State of _____)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that:

(1) He is _____
(owner, partner, officer, representative, or agent)

of _____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Commissioner of Public Works or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Check One) _____
Signature of

_____ Bidder if the bidder is an individual;

_____ Partner if the bidder is a partnership;

_____ Officer if the bidder is a corporation.

Subscribed and sworn to before me this

_____ day of _____, 20_____.

_____
Notary Signature

My commission expires _____, 20_____.

To ensure DPW is in compliance with any federal procurement requirements regarding suspension and debarment, CONTRACTOR must sign this "Suspension/Debarment Certification Form".

Please complete and sign below and return this form to:

Department of Public Works Contract Office
Room **506**, Municipal Building
841 North Broadway
Milwaukee, WI 53202

Submittal required prior to start of work on this project.

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

The CONTRACTOR certifies that all potential sub-recipients, contractors, and any and all of their principals are not debarred, suspended or proposed for debarment for federal assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs), and that throughout the term of its federally-funded contracts with the City of Milwaukee, the CONTRACTOR will not enter into any transactions with any sub-recipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment.

_____ _____
Signature/Authorized Official Date

_____ ___C_____
Printed Name Contract Number

_____
Title

_____
Name of Company

Rev. 1/2012 (9/22/09)
Fed Susp Debar Form

State of Wisconsin
Department of Workforce Development
Equal Rights Division

Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(d) and 103.49(7)(d), Wisconsin Statutes.
The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.
Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes].

(1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, the name of any "other construction business," which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.

(2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.

(3) This form must ONLY be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project that will be awarding the contract, if **both (A) and (B) are met**.

(A) The contractor, or a shareholder, officer or partner of the contractor:
(1) Owns at least a 25% interest in the "other construction business," indicated below, on the date the contractor submits a bid or completes negotiations; or
(2) Has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.

(B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code

I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

Print the Name of Authorized Officer			
Authorized Officer Signature	Date Signed		
Corporation, Partnership or Sole Proprietorship Name			
Street Address or P O Box	City	State	Zip Code

If you have any questions call (608) 266-6861

PREVAILING WAGE NOTICE

ALL PREVAILING WAGE CONTRACTS AWARDED BY THE DEPARTMENT OF PUBLIC WORKS AFTER THE FIRST OF ANY CALENDAR YEAR ARE SUBJECT TO THE NEW PREVAILING WAGE SCHEDULE THAT GOES INTO EFFECT ON JANUARY 2ND. THE PREVAILING WAGE SCHEDULE INCLUDED IN BID PACKAGES ISSUED LATE IN THE PRECEDING YEAR MAY NOT BE TOTALLY ACCURATE FOR CONTRACTS OFFICIALLY AWARDED AFTER THE TURN OF THE YEAR. THE NEW PREVAILING WAGE WILL BE INCORPORATED INTO THE CONTRACT WHEN AWARDED.

BIDDERS ARE REQUIRED TO UTILIZE THE WISCONSIN DEPARTMENT OF WORKFORCE DEVELOPMENT'S "DICTIONARY OF OCCUPATIONAL CLASSIFICATIONS AND WORK DESCRIPTIONS" TO DETERMINE THE APPROPRIATE JOB CLASSIFICATIONS AND WAGE RATES FOR THEIR EMPLOYEES PRIOR TO BIDDING. THIS DOCUMENT CAN BE FOUND ON THEIR WEBSITE AT DWD.WISCONSIN.GOV; TYPE "DICTIONARY" IN THE SEARCH BOX.

Rev. 06/07

Revised: 7/15/2009
Updated 5/2013

City of Milwaukee
Department of Public Works

Residents Preference Program Provisions

I. General

A. In accordance with Chapter 309 of the Milwaukee Code of Ordinances, residents preference hiring is required for all construction contracting activities of the Department of Public Works. The ordinance requires that 40% of WORKER HOURS worked on a DPW contract be performed by UNEMPLOYED or UNDEREMPLOYED RESIDENTS of the City, except in special cases where the Commissioner of Public Works determines there is sufficient reason to impose lesser levels of participation. Further, the Commissioner of Public Works may increase the percentage of RESIDENT worker participation to more than 40% on specific contracts. For this contract, bidders are required to show that the minimum percent of WORKER HOURS, as listed in the acknowledgements section/page and/or the Official Notice document will be performed by UNEMPLOYED or UNDEREMPLOYED RESIDENTS of the City. Up to one-third of required worker hours may be achieved by documenting the use of UNEMPLOYED or UNDEREMPLOYED RESIDENTS on projects undertaken by the contractor where such compliance is not required, or by hiring UNEMPLOYED or UNDEREMPLOYED RESIDENTS on a full-time permanent basis for non-construction job categories connected to the project. Such adjustments must be proposed in an affidavit on a form provided by the department setting forth the facts upon which the request for adjustment is based.

B. The contractor, prior to commencing work, shall submit an affidavit (Form I) for proof of residency for all employees utilized by the contractor and subcontractors to meet the Residents Preference Program requirements, stating that each employee is either UNEMPLOYED or UNDEREMPLOYED and is a RESIDENT of the City. The contractor shall prepare and submit accurate and timely resident utilization forms and reports to the Department of Public Works. Time Reports shall be submitted within ten (10) days following completion of work, or every three months, whichever comes first. The reports shall identify the name, address, race, gender, work classification, wage rates and hours worked of all employees utilized on the contract by the contractor and all subcontractors. Failure to submit the required forms and reports to the Department of Public Works may result in disqualification of future bids, delay of payments, or other appropriate sanctions. Final contract payments will not be made until the summary of hours worked on the back of the Prime Contractor's Affidavit of Compliance is completed and on file with the Department of Public Works. Forms shall be submitted to DPW, Room 506, Municipal Building, 841 North Broadway, Milwaukee, WI 53202.

C. During the performance of this contract the Department of Public Works reserves the right to conduct compliance reviews. If the contractor is not in compliance with the specifications, the Commissioner of Public Works will notify the contractor in writing of the corrective action that will bring the contractor into compliance. If the contractor fails or refuses to take corrective action as directed, or if the contractor, prime or sub, submits any documents which contain any false, misleading, or fraudulent information, or if the contractor or subcontractor fail to comply with this ordinance, the Department of Public Works may take one or more of the actions listed below.

1. Withhold payments on the contract.

2. Terminate or cancel the contract, in whole or in part.

3. Consider possible debarment of the contractor from bidding for a period of up to two years.

4. Any other remedy available to the City at law or in equity.

D. The penalty for any person, firm, or corporation knowingly engaging in fraud, misrepresentation, or in any attempt directly or indirectly, to evade the provisions of this ordinance by providing false, misleading, or fraudulent information shall, upon conviction, forfeit not less than $1,000 or more than $5,000 together with the costs of prosecution and, upon default of payment, shall be

imprisoned in the county jail or house of correction not to exceed 90 days, or until the forfeiture costs are paid.

II. Definitions

A. RESIDENT – A person who maintains his or her place of permanent abode in the City of Milwaukee. Domiciliary intent is required to establish that a person is maintaining his or her place of permanent abode in the City. Mere ownership of real property is not sufficient to establish domiciliary intent. Evidence of domiciliary intent includes, without limitations, the location where a person votes, pays personal income taxes, or obtains a driver's license.

B. UNEMPLOYED or UNDEREMPLOYED – a RESIDENT that has worked less than 1,200 hours in the preceding 12 months or has not worked in the preceding 30 days or, regardless of employment status, has household income at or below the federal poverty guidelines as adjusted by the Wisconsin Department of Public Instruction to define eligibility for reduced lunch in public schools. A RESIDENT will continue to qualify as unemployed or underemployed for five (5) years from the date he or she first participates in a contract under Chapter 309. If a RESIDENT becomes an apprentice for a contractor or becomes a participant in an on-the-job training program as determined by the City immediately after or in the course of performing on a particular construction contract, he or she shall continue to qualify as unemployed or underemployed for a period not exceeding 5 years from the date the person became an apprentice or participant in such on-the-job training program.

C. WORKER HOURS – means the total hours worked on a construction contract by skilled and unskilled construction trade workers, whether those workers are employed by the contractor or any subcontractor. In determining the total worker hours to be furnished at a construction site, the number of hours devoted to all tasks customarily performed on a construction site shall be included, whether or not such tasks are performed on the construction site. "Worker hours" includes work performed by persons filling apprenticeships and participating in on-the-job training programs and excludes the number of hours of work performed by all non-Wisconsin residents.

III. Residency Utilization Requirements

A. The contractor shall utilize UNEMPLOYED or UNDEREMPLOYED RESIDENTS of the City in a minimum amount equal to the percentage of the WORKER HOURS as stated in paragraph IA above.

B. The contractor, by signing and submitting a bid, certifies that it understands the provisions of Chapter 309 and knows of and intends to comply with them, and shall ensure that all subcontractors are also informed.

C. The contractor shall maintain, and shall ensure that all subcontractors maintain, personnel records listing the name, address, race and gender of all employees utilized for this contract and any records demonstrating that the employees utilized by the contractor in meeting the residency requirements are actual residents of the City. These records shall be maintained for seven (7) years after the contractor has received final payment under the contract and shall be made available to the Commissioner of Public Works upon reasonable notice.

D. Compliance with these residency requirements is an element of bid responsiveness. Failure to meet the specified residency requirements will render the bid unresponsive, and the Commissioner of Public Works may then recommend the award to the next apparent low bidder.

E. The City recognizes the following organization which can be contacted for access to trained or qualified workers from the City. Other organizations or sources of qualified RESIDENTS can be used at the bidder's discretion.

Big Step, located at 3841 West Wisconsin Avenue, Milwaukee, WI 53208.
Telephone 414-342-9787, fax number 414-342-3546.

F. If the prime contractor has problems in meeting the residency requirements or if any other problems relative to residency participation arise during the completion of this project, the prime contractor shall immediately contact the Commissioner of Public Works.

G. Right to Appeal – All contracts awarded under ss. 7-14-2 and 7-22 of the City Charter shall be awarded by the Commissioner of Public Works to the lowest responsible bidder determined in accordance with any applicable City ordinances relating to the participation of Small Business Enterprise Programs or requiring participation of City RESIDENTS. Following the opening of any bid where the Commissioner has considered compliance with such City ordinances, the Commissioner shall publish in an official City newspaper his or her determination as to the lowest responsible bidder. Any bidder who objects to the determination based on the consideration of such City Ordinances, may appeal the recommendation by filing a written appeal with the Commissioner within five (5) working days of the date of publication. The appeal shall state the specific objection to the determination, including supporting documentation, and specify an alternative determination. Any appeals that do not conform to this section shall not be considered. The Commissioner shall schedule a hearing before the Public Works Contract Appeals Committee which shall be comprised of the chair of the Economic Development Committee or his or her designee and a member of the Economic Development Committee selected by the chair and the Director of Administration or his or her designee to be held within five days of receipt of the appeal. The Public Works Contract Appeals Committee shall have the authority by majority vote to affirm or set aside the determination of the Commissioner and their decision in this regard shall be final. In the event that a timely appeal meeting the requirements of this paragraph is not filed, or the Committee affirms the Commissioner's determination following a timely appeal, the Commissioner shall make an award in accordance with his or her determination.

FORM I (Rev.2009)

_____
Contractor Name

_____
DPW Contract No.

Employee Affidavit

Residents Preference Program

I certify that I maintain my permanent residence in the City of Milwaukee and that I vote, pay personal income tax, obtain my driver's license, etc. at _____, Milwaukee, WI _____
(Address) (Zip Code)

Residency status:

To verify my resident status, attached please find the following (check one)

_____ Copy of my voter's certification form.
_____ Copy of my last year's Form 1040.
_____ Copy of my current Wisconsin Driver's License or State ID.
_____ Copy of Other (i.e., Utility bill, Lease, etc.)

AND

Unemployment status:

I certify that I have been unemployed as follows: (Check those that apply)

_____ I have worked less than 1,200 hours in the preceding 12 months.
_____ I have not worked in the preceding 30 days.

OR

Underemployed status:

_____I certify that based on the attached chart (Income Eligibility Guidelines), I am underemployed.
.

_____
Print Name

_____
Sign Name

_____
Social Security Number

_____
Home Telephone Number

Subscribed and sworn to me this _____day

Of _____, _____ A.D.

My Commission Expires _____.

_____
Notary Public Milwaukee County

Income Eligibility Guidelines
July 1, 2013 to June 30, 2014

Eligibility determination is based on household size and income.
Total income must be *at* or *below* the amounts in this table.

House-hold Size	Yearly	Monthly	Twice per month	Every 2 weeks	Weekly
1	**21,257**	**1,772**	**886**	**818**	**409**
2	**28,694**	**2,392**	**1,196**	**1,104**	**552**
3	**36,131**	**3,011**	**1,506**	**1,390**	**695**
4	**43,568**	**3,631**	**1,816**	**1,676**	**838**
5	**51,005**	**4,251**	**2,126**	**1,962**	**981**
6	**58,442**	**4,871**	**2,436**	**2,248**	**1,124**
7	**65,879**	**5,490**	**2,745**	**2,534**	**1,267**
8	**73,316**	**6,110**	**3,055**	**2,820**	**1,410**
9	**80,753**	**6,730**	**3,365**	**3,107**	**1,554**
10	**88,190**	**7,350**	**3,675**	**3,394**	**1,698**
11	**95,627**	**7,970**	**3,985**	**3,681**	**1,842**
12	**103,064**	**8,590**	**4,295**	**3,968**	**1,986**
For Each Additional Household Member Add	**+7,437**	**+620**	**+310**	**+287**	**+144**

Source: Wisconsin Department of Public Instruction School Nutrition Programs

City Of Milwaukee

Department Of Public Works

Small Business Enterprise (SBE) Provisions

I. General

A. In accordance with Chapter 370 of the Milwaukee Code of Ordinances, Small Business Enterprise (SBE) participation is required in all contracting activities of the Department of Public Works. The ordinance requires that certified SBEs be utilized for 25% of the total dollars annually expended through prime contracts or subcontracts for Construction and the purchase of Goods and Services. For the purchase of Professional Services the requirement is 18%. To that end, the Commissioner of Public Works, as a contracting officer for the City, requires all bidders to utilize SBEs as subcontractors and material suppliers on all contracts. For this contract, bidders are required to achieve the minimum percent of SBE participation listed in the Acknowledgements page/section and/or the Official Notice document.

B. The prime contractor shall prepare and submit accurate and timely SBE utilization forms and reports to the Department of Public Works. The reports shall include, but not be limited to, Compliance Plan (Form A), monthly utilization (Form D), and SBE subcontractor payment certification (Form E) forms as directed. Failure to submit the required forms and reports to the Department of Public Works may result in disqualification of future bids, delay of payments, or other appropriate sanctions. Final contract payments will not be made until final SBE utilization reports and SBE subcontractor payment certification forms are on file with the Department of Public Works.

C. During the performance of this contract, the Department of Public Works reserves the right to conduct compliance reviews. If the contractor is not in compliance with the specifications, the Commissioner of Public Works will notify the contractor in writing of the corrective action that will bring the contractor into compliance. If the contractor fails or refuses to take corrective action as directed, the Department of Public Works may take one or more of the actions listed below:

1. Terminate or cancel the contract, in whole or in part.

2. Consider possible debarment of the prime contractor from bidding.

3. Withhold payments on the contract.

4. Any other remedy available to the City at law or in equity.

II. Definitions

A. "SMALL BUSINESS ENTERPRISE" (SBE) means a small business concern that is 51% owned, operated and controlled by one or more individuals who are a minority, woman and/or a small business owner (who is at an “economic disadvantage”). The individuals must have day-to-day operational and managerial control and interest in capital, financial risks and earnings commensurate with the percentage of their ownership.

B. "OWNED, OPERATED AND CONTROLLED" means a business which is one of the following:

1. A sole proprietorship legitimately owned and operated and controlled by a minority, women or an individual at a disadvantage as defined in Chapter 370.

2. A partnership or joint venture legitimately owned, operated and controlled by individuals who are minorities, women or individuals who are at a disadvantage and who own at least 51% of the beneficial ownership interests in the enterprise and who hold at least 51% of the voting interests of the enterprise eligible as defined in Chapter 370.

3. A corporation legitimately owned, operated and controlled by one or more individuals who are a minority, woman or individual at a disadvantage and who own at least 51% of the outstanding shares and who hold at least 51% of the voting interests of the corporation eligible as defined in Chapter 370.

III. SBE Utilization Requirements

A. Each prime contractor shall utilize SBE to the minimum percent listed in the Acknowledgements section/page and or Official Notice Document for this contract. Note that the prime contractors shall be required to attain SBE participation on their base bid excluding specified allowances, alternatives, and change orders. SBE commitments relative to contract award shall be based upon the approved SBE Compliance Plan (Form A).

B. The determination of SBE utilization shall be based on the following criteria:

1. The firms identified as SBE by the prime contractor on the SBE Compliance Plan (Form A) must be certified by the Office of Small Business Development prior to bid opening.

2. The prime contractor shall be credited for the entire expenditure to SBE firms only if all of the identified scope of work is performed directly by the certified SBE firm.

3. The prime contractor shall be credited for the entire expenditure to SBE manufacturer only if the manufacturer produces goods from raw materials or substantially alters them for resale. Only 20% of the SBE goals may be expended for SBE suppliers that do not manufacture products they supply.

4. The prime contractor shall count toward the SBE requirement only those payments to SBEs who perform a commercially-useful function in the actual performance of the contract. While that generally means an SBE should be engaged in direct contract work, a "commercially-useful function" may also include management of a third tier subcontractor. For example, while an SBE trucking subcontractor is always expected to perform some direct work on the project, in some cases it may become necessary to subcontract work out to one or more third tier subcontractors. If a third tier subcontractor is also an SBE, the full amount of the work performed by that third tier SBE can be counted toward SBE participation. However, if the third party subcontractor is not an SBE, the prime contractor may only count 20% of the amount being subcontracted to the third tier non-SBE subcontractor. SBEs are required to notify the Department of Public Works if they subcontract out work so that the Department can determine how much, if any, of the subcontracted work can be counted toward the SBE requirement. The Commissioner of Public Works will make the final determination and evaluation of whether the SBE is performing a commercially-useful function.

C. The contractor, by signing and submitting a bid, certifies that the contractor understands the provisions of Chapter 370 and knows of and intends to comply with them. The completed SBE Compliance Plan (Form A) must be submitted by the apparent low bid contractor within three (3) working days after the identification of the "low bidder."

1. Information on Form A shall include, but not be limited to:

a. The names, addresses, telephone numbers, SBE Certification designation and contact person names for the certified SBE contractors that will participate on the project as subcontractors or suppliers;

b. A description of the scope of work to be performed by the SBE on this project; and

c. The SBE contractor dollar value(s) and corresponding percentages that the dollar values represent of the total contract amount.

2. Listing an SBE on the Compliance Plan (Form A) shall constitute a representation that the contractor has communicated directly with the SBEs listed. If awarded the contract, the bidder will enter into a subcontract with the firm for the portion of the work listed.

3. SBE participation is an element of bid responsiveness. Failure to meet the specified SBE requirements will render the bid unresponsive. The contract may then be awarded to the next apparent low bidder. Under certain circumstances, failure to meet specified SBE requirements after submission of an apparent low bid may result in surrender of the bidder's bid bond.

4. Only SBEs that have been certified by the Office of Small Business Development may be listed on the SBE Compliance Plan (Form A) and counted towards the percentage requirements on this project. A listing of the currently City certified SBE firms is maintained at:

Office of Small Business Development
200 East Wells Street
City Hall, Room 606
Milwaukee, Wisconsin 53202
Phone: (414) 286-5553
FAX: (414) 286-8752
www.milwaukee.gov/osbd

D. After execution of the contract, if for any reason an SBE cannot perform, the prime contractor shall contact the Commissioner of Public Works for approval to substitute another certified SBE firm. The prime contractor must submit a written request for substitution which specifies the reasons for the request. Approval must be obtained prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the prime contractor. If the prime contractor cannot find another certified firm to do the work at a comparable price, a non-SBE firm may be substituted with the approval of the Commissioner of Public Works.

E. If the prime contractor has a problem in meeting the SBE requirements or if any other problems relative to SBE(s) arise during the completion of this project, the prime contractor shall immediately contact the Commissioner of Public Works.

F. Certification from programs other than the Office of Small Business Development is neither accepted by the City of Milwaukee nor do they have any bearing whatsoever on the eligibility criteria established by the City of Milwaukee.

G. Right to Appeal.

All contracts awarded under ss.7-14-2 and 7-22 of the City Charter shall be awarded by the Commissioner of Public Works to the lowest responsible bidder determined in accordance with applicable City ordinances for participation of the Office of Small Business Development. Following the opening of any bid involving a determination under applicable City ordinances for participation of SBE, the Commissioner of Public Works shall make a written recommendation as to the lowest responsible bidder and notify all bidders by publication in an official City newspaper as to the content of the written recommendation. Any bidder who objects to the recommendation on grounds of determinations made under applicable City ordinances for participation of SBE may appeal the recommendation on such grounds by filing a written appeal with the Commissioner of Public Works within five (5) working days of the date of publication. The appeal shall state the specific objection to the recommendation, include supporting documentation and specify an alternative recommendation. The Commissioner of Public Works shall schedule a hearing before an appeals committee consisting of the Chair of the Economic Development Committee or the Chair's designee, a member of the Economic Development Committee selected by the Chair and the Director of the Office of Small Business Development to be held within five (5) days of receipt of the appeal. The Committee shall have authority by majority vote to affirm or set aside the recommendation of the Commissioner of Public Works and its decision in this regard shall be final. In the event a timely appeal, meeting the requirements above is not filed, or the Committee affirms the Commissioner's recommendation following a timely appeal, meeting the requirements above, the Commissioner shall make an award in accordance with the recommendation.

H. **Percentage of Required SBE Participation**

Construction 25%
The Purchase of Goods and Services 25%
The Purchase of Professional Services 18%

FORM A - COMPLIANCE PLAN - CITY OF MILWAUKEE – DEPARTMENT OF PUBLIC WORKS
SBE PARTICIPATION FOR SUBCONTRACTORS AND/OR MATERIAL SUPPLIERS

PRIME CONTRACTOR'S NAME:_____ OFFICIAL NOTICE NUMBER: _____

DATE:_____ TOTAL BID AMOUNT:_____ TOTAL SBE AMOUNT:_____

This Form A must be completed in its entirety and is a **required** submission in conjunction with a Bid or Request for Proposal. Submit either with the bid or within **3** days of being notified as the apparent low bidder. List all proposed SBE subcontractor(s) and/or material supplier(s) for this project. **NOTE:** To receive full credit, SBE's must perform commercially useful work at the job site. ONLY up to twenty percent (20%) credit may be given under certain circumstances to SBE suppliers or other SBE contractors who assist in management of the project. I/We propose to utilize the following SBE subcontractor(s) and/or material supplier(s):

Fill in BID REQUIREMENTS: _____%**SBE**

SBE FIRM(S) NAME ADDRESS/CONTACT PERSON AND PHONE NUMBER	**LIST DESIGNATION: WHETHER SUPPLIER OR CONSTRUCTION LABOR**	PERCENT OF BID	AMOUNT	EXPLAIN WORK TO BE PERFORMED/MATERIAL SUPPLIED	AUTHORIZED SBE(S) OWNER/REPRESENTATIVE SIGNATURE OF ACKNOWLEDGEMENT
1.					
2.					
3.					
4.					
5.					

I certify that the information included on this Form A is true and complete to the best of my knowledge. I further understand and agree that this Form A is a condition of my Bid/RFP responsiveness. Failure to submit this form and/or meet the specified SBE requirements may render the Bid/RFP nonresponsive.

CONTRACTOR: _____ DATE: _____/_____/_____
(SIGNATURE & TITLE REQUIRED)

REVIEWED BY OSBD ANALYST: _____ DATE: _____/_____/_____

DEPARTMENT OF PUBLIC WORKS: _____ DATE: _____/_____/_____

Form D
(Rev. 5/2013)

DEPARTMENT OF PUBLIC WORKS
SMALL BUSINESS ENTERPRISE PROGRAM

Form D –SBE MONTHLY REPORT

(1) Report for the Month of _____20_____ (Final: yes ___ no ___)

(2)Prime Contractor/Firm_____

(3)Full Address & Phone Number:_____

(4)Description of work/service performed and/or material supplied_____

(5) DPW Contract No. **C**_____ (6) Official Notice No. / Project Number _____

7) Start Date: _____ (8) Prime Contractor's Total $: _____

(9) Completion Date: _____ (10) Prime Contractor paid to date $: _____

(11) Small Business %_____ and Small Business $ amount _____

List all SBE subcontractor firm(s) utilized in connection with the above contract, either as service performed and/or supplier for the month. This form shall be signed and returned. **If this represents the final report, be sure to attach SBE Payment Certification Form (Form E) for each sub listed.**

NAME OF SBE FIRM(s)	WORK/SERVICE PERFORMED or MATERIAL SUPPLIED	AMOUNT PAID FOR THE MONTH	TOTAL $ PAID TO DATE
TOTAL PAID TO SBE(s)			

I/we hereby certify that I/we have read the above and approved this information to be precise and confirmed.

(12) Report Prepared By: _____
(Name) (Title) (Phone Number)

(13) Authorized Signature : _____
(Name) (Title)

(14) Date_____

Note: This form should be submitted no later than the **20th of every month** to **DEPARTMENT of PUBLIC WORKS CONTRACT ADMINISTRATION, Room 506, Municipal Building, 841 North Broadway, Milwaukee, WI 53202.**

DIRECTIONS FOR SBE MONTHLY REPORT (FORM D)

1. List the month and year that the report is being submitted for. **Note: If this is the final report, check yes and submit Form E Subcontractor Payment Certification Form.**
2. Prime contractor's or firm's registered company name.
3. List full registered business address to include city/state, zip code and telephone number.
4. Brief description service performed and/or material supplied on this contract.
5. List the DPW Contract Number, as represented on the contract document.
6. List the official notice & project number as represented on the front page of the contract.
7. List the start date of the project.
8. List the total dollars awarded to the prime contractor.
9. List the completion date of the project.
10. Total dollars paid to Prime contractor to date.
11. List SBE percentage **REQUIRED** on this project and the SBE dollar amount.
12. List the name, title and phone number of the individual who prepared the report.
13. Provide the authorized signature and title of the individual who approves the report.
14. List the date that the report is completed.

THIS REPORT IS DUE THE 20TH OF EVERY MONTH FOR THE PREVIOUS MONTH'S ACTIVITY. FAILURE TO RETURN THIS FORM BY THE SPECIFIED TIME MAY CAUSE A DELAY IN PAYMENTS.

City Of Milwaukee

Department Of Public Works

Small Business Enterprise Program (SBE)
Subcontractor Payment Certification

(This form must be completed by the SBE subcontractor and attached to the Prime Contractor's Final SBE Form D Report)

-PRIME CONTRACTOR & SUBCONTRACTOR EXECUTE-

Section A - **SBE** Company Officer & Prime Contractor Complete **For Payment That Has Been Received**

SBE Subcontractor Name : _____

Official Notice No.: _____Project No. _____ **DPW Contract No**. **C**_____

I hereby certify that I have received $ _____ for subcontract work on the above project.

Dated: _____Signature of **SBE** Subcontractor: _____

Printed Name & Title of **Certified SBE** Subcontractor:

_____

Acknowledged by **Prime** Contractor Signature: _____

Printed name & Title of **Prime** Contractor: _____

****

-PRIME CONTRACTOR & SUBCONTRACTOR EXECUTE-

Section B – Prime contractor and SBE Company Officers Complete if **Full Payment Has Not Been Made to the SBE Subcontractor and a balance remains to be paid.**

Prime Contractor: _____

SBE Subcontractor: _____

Official Notice No.: _____Project No. _____ **DPW Contract No**. **C**_____

I hereby certify that I will pay $_____ to _____
for subcontract work on the above project. (Name of SBE Firm)

Dated: _____ Signature of **Prime** Contractor: _____

Printed Name & Title of **Prime** Contractor: _____

Acknowledged by: **SBE** Subcontractor Signature: _____

Printed name & Title of **SBE** Subcontractor: _____

PAYMENT MONITORING REQUIREMENTS: All Contractors awarded a contract valued at $25,000.00 or more are required to participate in training on the City of Milwaukee's B2GNow contract compliance software. Contractors must complete the training no later than 30 days after the date of contract award. Throughout the contract term, Contractors are required to regularly provide timely payment information in the City's contract compliance software.

Please contact the Office of Small Business Development (OSBD) at 414-286-5553 should you have any questions or concerns regarding the training or *reporting process.*

CITY OF MILWAUKEE

PRIME CONTRACTOR AFFIDAVIT OF COMPLIANCE

WITH MINIMUM WAGE SCALE AND SPECIAL AREA WORKER HOURS PROVISIONS

STATE OF _____) Project Name _____
) SS.
_____County) DPW Contract No. _____

I, _____, being duly sworn, state that:

1. I am the _____ of_____, a _____
(State)
corporation, partnership, or individual of _____, _____,
(City, Village, Township) (State)
and make this affidavit pursuant to the provisions of § 66.0903 (9), Wisconsin Statutes, and Wisconsin Administrative Code section §DWD 290.14 regarding wage and fringe benefit rates for municipal contracts for construction of public works and pursuant to Section 309-41 of the Milwaukee Code of Ordinances.

2. I have recently completed the work required under the terms of the contract dated _____, 20_____, with the City of Milwaukee, Department of Public Works for the construction of all or part of the above-named public works project and make this affidavit in order to obtain my final payment.

3. I have fully complied with the wage and hour requirements as set forth in the above-referenced contract and paid overtime rates (1½ times) for any work over ten (10) hours per day or forty (40) hours per week.

4. I have received similar evidence of compliance with the contract wage rates and special impact area worker hour requirements in the form of completed affidavits from each of my agents and subcontractors who worked on this project and have listed their names on the reverse side of this affidavit along with numbers and percentages of worker hours.

5. I have full and accurate records which clearly show the name, trade or occupation, and home address of every laborer, worker, or mechanic that I employed in connection with the work on this project, as well as the hours worked and actual wage and fringe benefits paid to such employees. These records will be kept at _____ _____ in the custody of _____, who address and telephone number are _____ _____ . These payroll records and the evidence of compliance set in Paragraph 4 will be retained and made available for inspection for a period of at least **seven (7)** years following the completion of the project and will not be removed without prior notification to the commissioner of Public Works.

Title	Officer Name	Address
President	_____	_____
Vice-President	_____	_____
Secretary-Treasure	_____	_____

Subscribed and sworn to before me this _____
day of _____, 20_____

_____

Notary Public, State of _____ _____
(Signature)

My Commission Expires: _____

- OVER -

SUMMARY OF HOURS WORKED
(TARGET RESIDENCY VS TOTAL HOURS)

(REV. 01/01/01)

Name	No. of Hours of Special Impact Area Workers	% of Total Hours	No. of Hours of All Other Workers	% of Total Hours	Total of All Worker Hours
Prime Contractor:					
Subcontractors:					
GRAND TOTAL					

CITY OF MILWAUKEE

SUBCONTRACTOR AFFIDAVIT OF COMPLIANCE

WITH MINIMUM WAGE SCALE AND SPECIAL AREA WORKER HOURS PROVISIONS

STATE OF _____)
) SS.
_____County)

Project Name _____

DPW Contract No. _____

I, _____, being duly sworn, state that:

1. I am the _____ of_____, a _____ (State) corporation, partnership, or individual of _____ (City, Village, Township), _____ (State) and make this affidavit pursuant to the provisions of § 66.0903 (9), Wisconsin Statutes, and Wisconsin Administrative Code section § DWD 290.13 regarding wage and fringe benefit rates for municipal contracts for construction of public works and pursuant to Section 309-41 of the Milwaukee Code of Ordinances.

2. I have recently completed the work required under the terms of the contract dated _____, 20_____ , with the City of Milwaukee, Department of Public Works and _____ (Name of Prime Contractor) for the construction of all or part of the above-named public works project and make this affidavit in order to obtain my final payment.

3. I have fully complied with the wage and hour requirements as set forth in the above-referenced contract and paid overtime rates (1½ times) for any work over ten (10) hours per day or forty (40) hours per week.

4. I have full and accurate records which clearly show the name, trade or occupation, and home address of every laborer, worker, or mechanic that I employed in connection with the work on this project, as well as the hours worked and actual wage and fringe benefits paid to such employees. These records will be kept at _____ _____ in the custody of _____, who address and telephone number are _____ . These payroll records and the evidence of compliance set in Paragraph 4 will be retained and made available for inspection for a period of at least **seven (7)** years following the completion of the project and will not be removed without prior notification to the commissioner of Public Works.

5. I certify that _____ were the total number of hours worked on this project with _____ hours being worked by residents of the special impact area and _____ hours being worked by all other workers.

Title	Officer Name	Address
President	_____	_____
Vice-President	_____	_____
Secretary-Treasure	_____	_____

Subscribed and sworn to before me this _____

day of _____, 20_____

_____

Notary Public, State of _____

My Commission Expires: _____

_____
(Contractor Signature)

AFFIDAVIT OF COMPLIANCE
WITH WISCONSIN STATUTE 103.503
SUBSTANCE ABUSE PREVENTION REQUIREMENTS

STATE OF _____) PROJECT NAME _____
) ss.
_____ COUNTY) DPW Contract No._____

I, _____ , being first duly sworn state that:
(Print name)

1. I am the _____ of _____, a _____.
(Title) (Company Name) (State)

   Corporation, partnership, or individual of _____, _____ ,
(City, Village, Township) (State)
   and make this affidavit pursuant to the provisions of Wis. Stat. § 103.503.
2. I have entered into City of Milwaukee, Department of Public Works' Contract No. _____ , to which the provisions of Wis. Stat. 66.0903 apply.
3. I have in place a substance abuse prevention program that meets the requirements of Wis. Stat. 103.503, and I will fully comply in all respects with the requirements of Wis. Stat. 103.503 during the performance of this Contract.
4. I will include in each subcontract covering work performed under this Contract to which the provisions of Wis. Stat. 66.0903 apply, a provision similar to that in Paragraph 3 above, together with a clause requiring such insertion in further subcontracts that may in turn be made.

Title	Officer Name	Address
President	_____	_____
Vice President	_____	_____
Secretary/Treasurer	_____	_____

Subscribed and sworn before me this _____

day of _____ , 20_____ .

_____ _____
Notary Signature Contractor Signature

Notary Public, State of _____

My Commission Expires: _____

1121-2004-1516/96897

(REV. 04/03/07)

FORM F

PROPOSED RESIDENT/APPRENTICE UTILIZATION FORM

This is a preliminary statement of proposed workforce needs where known

Official Notice # _____ Project # _____ Contract # _____

Contractor_____

JOB CATEGORY	PROPOSED # OF HOURS ON THIS PROJECT	PROPOSED # OF HOURS FOR SPECIAL IMPACT AREA RESIDENTS	PROPOSED # OF HOURS FOR ALL OTHER WORKERS
TRUCK DRIVERS:		(%)	(%)
OPERATING ENGINEERS:			
Journeymen		(%)	(%)
Apprentices		(%)	(%)
SKILLED TRADES: (Specify)			
Journeymen		(%)	(%)
Apprentices		(%)	(%)
Trainees		(%)	(%)
LABORERS: (Specify type)			
		(%)	(%)
		(%)	(%)
		(%)	(%)
		(%)	(%)
		(%)	(%)

NAME and ADDRESS of Target Area Residents:

_____ _____
_____ _____
_____ _____

_____ _____ _____
_____ _____ _____
_____ _____ _____

_____ _____ _____
_____ _____ _____
_____ _____ _____

NAME and ADDRESS of Apprentices:

_____ _____
_____ _____
_____ _____

_____ _____ _____
_____ _____ _____
_____ _____ _____

(REV. 10/16/02)

NOTICE TO CONTRACTORS

PLEASE NOTE: Effective December 28, 2005, the City of Milwaukee adopted an ordinance relative to the disclosure of participation in or profits derived from slavery by contractors. All contractors awarded a contract on behalf of the City of Milwaukee, whether or not subject to a competitive bid, shall complete an affidavit prior to entering into the contract verifying that the contractor has searched any and all records of the company or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any enslaved persons or slaveholders described in those records must be disclosed in the affidavit.

The City shall make the information contained in the affidavit available to the public. Any contract between the City and a contractor which fails to provide the requisite affidavit or which includes material false information on such affidavit shall be rendered null and void. To reference Milwaukee Code of Ordinances 310-14, please see:

http://cctv25.milwaukee.gov/code/volume3/ch310.pdf

CITY OF MILWAUKEE - DEPARTMENT OF PUBLIC WORKS

AFFIDAVIT OF COMPLIANCE

DISCLOSURE OF PARTICIPATION IN OR PROFITS DERIVED FROM SLAVERY BY CONTRACTORS

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

This affidavit of compliance will be the contractor's sworn statement that publicly discloses any slavery policies sold by any companies, or profits from slavery by industries or their predecessors who are doing business with the City of Milwaukee as defined in the Milwaukee Code of Ordinances 310-14.

Please check one:

_____ This business **was not** in existence prior to 1865.

_____ This business **was** in existence prior to 1865. I have searched any and all records for records of investments or profits from slavery and have found no such records.

_____ This business **was** in existence prior to 1865. I have searched any and all records for records of investments or profits from slavery and am disclosing the findings on the attached pages.

I hereby declare that all statements are true, accurate and complete as of the date furnished to the City of Milwaukee.

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

Subscribed to before me this _____ day of _____, 20___

NOTARY PUBLIC _____County, _____State _____

SIGNATURE: _____

PRINT NAME: _____ (Seal)

My commission expires: _____

Ref: slaverydisclosureaffidavit

RELEASE – INDIVIDUAL ENTRANT

SIGN-OFF REQUIRED TO ENTER SUBJECT PARCEL

The undersigned individual (herein called "Entrant") wishes to enter lands in Milwaukee, Wisconsin at:

- 2900 W. Hopkins Street
- 3010-3024 W. Hopkins Street
- 2926 Adj. West Melvina Street
- 2823 W. Vienna Avenue
- 3533 N. 27th Street
- 2642 W. Hopkins Street
- 3424 N. 27th Street
- 2537 W. Hopkins Street

herein called the "Subject Parcel."

The Redevelopment Authority of the City of Milwaukee ("RACM") and the City of Milwaukee ("City") signed an "Agreement for Purchase and Sale," dated as of June 29, 2009 (the "PASA") whereby RACM, on terms and conditions in the PASA, agreed to buy the Subject Parcel from Milwaukee Industrial Trade Center, LLC ("MITC").

Entrant desires to enter the Subject Parcel to perform certain work or activities there.

The Subject Parcel has environmental adversities, known and unknown, including, but not limited to, the presence of asbestos, including friable asbestos. Also, other hazards exist on the Subject Parcel, including, but not limited to, aged and dilapidated buildings and improvements, and heavy equipment, which could present health and safety hazards. RACM and City have, and they hereby do, warn Entrant to take precautions to safeguard human health and safety while in, on, or about the Subject Parcel.

Entrant enters the Subject Parcel of Entrant's own free will, and **at Entrant's own risk**, understanding there may be dangers, and on behalf of himself or herself, and Entrant's successors, heirs, estates, and assigns, Entrant does hereby and forever **release** RACM and City (and their respective employees) from any and all expense, damage, claim, loss, injury, and liability, associated directly or indirectly, with Entrant's entry onto and/or conditions at the Subject Parcel.

Date:_____

ENTRANT NAME:_____

ADDRESS:_____

Phone No._____

Signed By:

/x/_____

Name Printed:_____

Title or Position:_____

Doc no 151566

City of Milwaukee

Department of Public Works
Administration

Ghassan Korban
Commissioner of Public Works

Preston D. Cole
Director of Operations

CITY OF MILWAUKEE
DEPARTMENT OF PUBLIC WORKS
DAVIS-BACON COMPLIANCE PROVISIONS

a. The Contractor will be required to conform to the wage requirements prescribed by the federal Davis-Bacon and Related Acts which requires all laborers and mechanics employed by contractors or subcontractors performing on contracts in excess of $2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, as determined by the Secretary of Labor, for the corresponding classes of laborers and mechanics employed on similar projects in the area." (U.S. Department of Labor Wage and Hour Division May 29, 2009 Guidance).

b. The Contractor will pay wages and benefits that comply with the Acts and consistent with the Wage Determination. The Wage Determinations are available on the Department of Labor's website: http://www.wdol.gov/dba.aspx. Be sure to use the determination that is specific to the type of project that is being bid.

c. The Contactor must certify and pay wages in conformance with the Acts each week. The Contractor must submit certified payroll information using form WH-347 (copy attached).

d. The Contractor must collect certified payroll documents from sub-contractors each week. The Contractor must certify that subcontractors are paying wages in conformance with the Acts each week. A sample of a DOL approved payroll certification on form WH-347.

e. The Contractor will display the Davis Bacon "Employee Rights" poster in a prominent/accessible place at the work site. Sample posters are being included (copy attached)

f. The Contractor must comply with all of the pay practices outlined in Attachment #4. These practices include but are not limited to; the ratio and payment of apprentices and the payment of overtime wages.

g. The Contractor must not utilize any debarred subcontractor and must certify that the subcontractor was not listed on the "Excluded Parties List" at www.epls.gov.

Room 501, Frank P. Zeidler Municipal Building, 841 N. Broadway, Milwaukee, Wisconsin 53202-3681
Voice: 414-286-3307, Cell: 414-708-6982, Fax: 414-286-0403
Internet Email: dan.thomas@milwaukee.gov

EMPLOYEE RIGHTS
UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

BARBARA TRIBLE
DPW CONTRACT COMPLIANCE OFFICER
841 NORTH BROADWAY – ROOM 506
MILWAUKEE, WI 53202
414-286-3309

or contact the U.S. Department of Labor's Wage and Hour Division.

For additional information:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627

WHD
U.S. Wage and Hour Division

WWW.WAGEHOUR.DOL.GOV

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the **subrecipient** (s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipient s may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

(ii)(A) The **subrecipient** (s), on behalf of EPA, shall require that any class of laborers or mechanics,

including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the **subrecipient** (s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the **subrecipient** (s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the **subrecipient** (s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may

consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The **subrecipient** (s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the **subrecipient** , that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State

recipient or EPA. As to each payroll copy received, the **subrecipient** shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the **subrecipient** (s) for transmission to the State or EPA if requested by EPA , the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the **subrecipient** (s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United

States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the

work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the

Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and **Subrecipient** (s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. **Contract Provision for Contracts in Excess of $100,000.**

(a) Contract Work Hours and Safety Standards Act. The **subrecipient** shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFF 4.6 . As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation

of the clause set forth in paragraph (a)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The **subrecipient,** upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the **Subrecipient** shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the **Subrecipient** shall insert in any such contract a clause providing hat the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

General Decision Number: WI140015 05/02/2014 WI15

Superseded General Decision Number: WI20130015

State: Wisconsin

Construction Type: Heavy

Counties: Wisconsin Statewide.

HEAVY CONSTRUCTION PROJECTS (Excluding Tunnel, Sewer, and Water Lines).

Modification Number	Publication Date
0	01/03/2014
1	02/07/2014
2	03/14/2014
3	05/02/2014

BOIL0107-001 01/01/2013

	Rates	Fringes
BOILERMAKER		
Boilermaker	$ 31.09	27.11
Small Boiler Repair (under 25,000 lbs/hr)	$ 26.91	16.00

BRWI0001-002 06/01/2012

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER	$ 30.20	17.19

BRWI0002-002 06/01/2011

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER	$ 35.33	15.51

BRWI0002-005 06/01/2012

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 31.52	16.30

BRWI0003-002 06/01/2012

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER	$ 30.77	16.62

BRWI0004-002 06/01/2011

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER	$ 35.11	16.83

BRWI0006-002 06/01/2012

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER	$ 31.34	16.05

BRWI0007-002 06/01/2012

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER	$ 32.06	17.00

BRWI0008-002 06/01/2011

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER	$ 35.58	16.07

BRWI0009-001 06/01/2012

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
BRICKLAYER	$ 30.77	16.62

BRWI0011-002 06/01/2012

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER	$ 30.77	16.62

BRWI0013-002 06/01/2012

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

	Rates	Fringes
BRICKLAYER	$ 32.01	17.05

BRWI0019-002 06/01/2012

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes

BRICKLAYER.....$ 30.42 16.97

BRWI0021-002 06/01/2012

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER	$ 32.56	16.52

BRWI0034-002 06/01/2012

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER	$ 32.26	16.80

CARP0087-001 07/01/2012

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen	$ 33.34	16.73

CARP0252-002 07/02/2012

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes

CARPENTER
CARPENTER.....$ 30.48 15.80
MILLWRIGHT.....$ 32.11 15.80
PILEDRIVER.....$ 30.98 15.80

CARP0252-010 07/02/2012

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter	$ 30.48	15.80
Millwright	$ 32.11	15.80
Pile Driver	$ 30.98	15.80

CARP0264-003 06/01/2008

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER	$ 30.52	14.41

CARP0361-004 07/11/2011

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER	$ 31.07	15.80

CARP2337-001 06/01/2008

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A	$ 27.25	19.46

Zone B.....$ 24.47 19.46

CARP2337-003 06/02/2008

	Rates	Fringes
MILLWRIGHT		
Zone A.....	$ 27.92	19.08
Zone B.....	$ 26.82	19.08

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

ELEC0014-002 06/01/2012

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:.....	$ 29.13	17.92

ELEC0014-007 06/01/2012

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	$ 21.89	11.83

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area

networks), and ISDN (integrated systems digital network).

ELEC0127-002 06/01/2012

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	$ 35.25	19.30

ELEC0158-002 06/03/2013

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
Electricians:.....	$ 28.50	28.75% + 9.27

ELEC0159-003 06/01/2012

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

	Rates	Fringes
Electricians:.....	$ 32.94	18.71

ELEC0219-004 05/30/2011

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes

Electricians:
Electrical contracts over
$130,000.....$ 29.41 16.97
Electrical contracts under
$130,000.....$ 26.24 16.85

ELEC0242-005 06/02/2013

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	$ 31.91	23.60

ELEC0388-002 06/01/2013

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	$ 28.96	24.85% + 9.70

ELEC0430-002 06/01/2012

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	$ 32.87	19.23

ELEC0494-005 06/01/2013

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	$ 32.82	22.51

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* ELEC0494-006 06/01/2013

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	$ 28.97	20.45

ELEC0494-013 06/01/2012

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	$ 16.47	14.84
Technician.....	$ 24.75	16.04

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

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ELEC0577-003 06/03/2013

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE

(N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	$ 28.40	16.676

ELEC0890-003 06/01/2013

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	$ 30.60	24.95% + $10.33

ELEC0953-001 07/01/2013

	Rates	Fringes
Line Construction:		
(1) Lineman.....	$ 39.50	32% + 5.00
(2) Heavy Equipment Operator.....	$ 37.53	32% + 5.00
(3) Equipment Operator.....	$ 31.60	32% + 5.00
(4) Heavy Groundman Driver..	$ 26.78	14.11
(5) Light Groundman Driver..	$ 24.86	13.45
(6) Groundsman.....	$ 21.73	32% + 5.00

ENGI0139-001 06/01/2012

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	$ 39.16	18.85
Group 2.....	$ 38.66	18.85
Group 3.....	$ 38.16	18.85
Group 4.....	$ 37.47	18.85
Group 5.....	$ 35.59	18.85

Group 6.....$ 30.44 18.85

HAZARDOUS WASTE PREMIUMS:
EPA Level "A" Protection: $3.00 per hour
EPA Level "B" Protection: $2.00 per hour
EPA Level "C" Protection: $1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or w/o attachments with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Self-Erecting Tower Cranes over 4000 lbs lifting capacity; All Cranes with Boom Dollies; Boring Machines (directional); Master Mechanic. $0.50 additional per hour per 100 tons or 100 ft of boom over 200 ft or lifting capacity of crane over 200 tons to a maximum of 300 tons or 300 ft. Thereafter an increase of $0.01 per ft or ton, whichever is greater.

GROUP 2: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; or Cranes, Tower Cranes Portable Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leadsand/or jib lengths measuring 175 feet or less; Backhoes (excavators) 130,000 lbs and over; Caisson Rigs; Pile Drivers; Boring Machines (vertical or horizontal), Versi-Lift, Tri-Lift, Gantry 20,000 lbs & over.

GROUP 3: Backhoe (excavator) under 130,000 lbs;Self-erecting Tower Crane 4000 lbs & under lifting capacity;Traveling Crane (bridge type); Skid Rigs; Dredge Operator; Mechanic; Concrete Paver (over 27E); Concrete Spreader and Distributor; Forklift/ Telehandler (machinery- moving / steel erection); Hydro Blaster, 10,000 psi and over

GROUP 4: Material Hoists; Stack Hoists; Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 5 tons or under (tractor or truck mounted); Hoist (tuggers 5 tons & over); Hydro-Excavators/Daylighters; Concrete Pumps Rotec type Conveyors; Tractor/Bulldozer/End Loader (over 40 hp); Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Rotary Drill Operator

and Blaster; Percussion Drill Operator; Air Track Drill and/or Hammers; Gantrys (under 20,000 lbs); Tencher (wheel type or chain type having 8 inch or larger bucket); Milling Machine; Off-Road Material Haulers.

GROUP 5: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machines (road type); Rubber Tired Roller; Concrete Batch Hopper; Concrete Conveyor Systems; Grout Pumps; Concrete Mixers (14S or over); Screw Type Pumps and Gypsum Pumps; Tractor, Bulldozer, End Loader (under 40 hp); Trencher (chain type, bucket under 8 inch); Industrial Locomotives; Rollers under 5 tons; Stump Grinder/Chipper (Large); Timber Equipment; Firemen (pile drivers and derricks); Personnel Hoist, Telehandler over 8000 lbs; Robotic Tool Carrier with or without attachments

GROUP 6: Tampers - Compactors (riding type); Assistant Engineer; A-Frames and Winch Trucks; Concrete Auto Breaker; Hydrohammers (small); Brooms and Sweepers; Hoist (tuggers under 5 tons); Boats (Tug, Safety, Work Barges, Launch); Shouldering Machine Operator; Prestress Machines; Screed Operator; Stone Crushers and Screening Plants; Screed Operators (milling machine), Farm or Industrial Tractor Mounted Equipment; Post Hole Digger; Fireman (asphalt plants); Air Compressors over 400 CFM; Generators, over 150 KW; Augers (vertical and horizontal); Air, Electric, Hydraulic Jacks (slipform); Skid Steer Loaders (with or without attachments); Boiler Operators (temporary heat); Refrigeration Plant/Freeze Machines; Power Pack Vibratory/Ultra Sound Drivers and Extractors; Welding Machines; Heaters (mechanical); Pumps; Winches (small electric); Oiler and Greaser; Rotary Drill Tender; Conveyor; Forklifts/Telehandler 8000 lbs & under; Elevators: Automatic Hoists; Pumps (well points); Combination Small Equipment Operators

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ENGI0139-003 06/02/2013

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1	$ 35.62	18.70
Group 2	$ 34.62	18.70

Group 3	$ 33.42	18.70
Group 4	$ 33.42	18.70
Group 5	$ 30.82	18.70
Group 6	$ 30.19	18.70

HAZARDOUS WASTE PREMIUMS:
EPA Level "A" Protection: $3.00 per hour
EPA Level "B" Protection: $2.00 per hour
EPA Level "C" Protection: $1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweeeprs; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freese Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

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IRON0008-002 06/01/2013

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

	Rates	Fringes
IRONWORKER.....	$ 28.72	23.47

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/01/2013

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3),

WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER	$ 30.52	23.47

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/01/2013

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER	$ 31.50	20.03

IRON0512-008 06/09/2013

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES

	Rates	Fringes
IRONWORKER	$ 34.15	22.05

IRON0512-021 06/09/2013

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER	$ 29.34	22.05

LABO0113-002 06/01/2013

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1	$ 26.06	18.15
Group 2	$ 26.21	18.15
Group 3	$ 26.41	18.15
Group 4	$ 26.56	18.15
Group 5	$ 26.71	18.15
Group 6	$ 22.55	18.15

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LABO0113-003 06/01/2013

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		

Group 1	$ 25.31	18.15
Group 2	$ 25.41	18.15
Group 3	$ 25.46	18.15
Group 4	$ 25.66	18.15
Group 5	$ 25.51	18.15
Group 6	$ 22.40	18.15

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LABO0113-011 06/01/2013

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1	$ 25.12	18.15
Group 2	$ 25.27	18.15
Group 3	$ 25.47	18.15
Group 4	$ 25.44	18.15
Group 5	$ 25.77	18.15
Group 6	$ 22.26	18.15

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LABO0140-002 06/01/2013

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1	$ 29.04	14.53
Group 2	$ 29.14	14.53
Group 3	$ 29.19	14.53
Group 4	$ 29.39	14.53
Group 5	$ 29.24	14.53

Group 6.....$ 25.67 14.53

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LABO0464-003 06/01/2013

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1	$ 29.32	14.53
Group 2	$ 29.42	14.53
Group 3	$ 29.47	14.53
Group 4	$ 29.67	14.53
Group 5	$ 29.52	14.53
Group 6	$ 25.67	14.53

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler;

Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/01/2013

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller	$ 28.11	15.02
Spray, Sandblast, Steel	$ 28.71	15.02
Repaint:		
Brush, Roller	$ 26.61	15.02
Spray, Sandblast, Steel	$ 27.21	15.02

PAIN0108-002 06/01/2013

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller	$ 30.30	18.14
Spray & Sandblast	$ 31.30	18.14

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER	$ 24.11	12.15

PAIN0259-004 05/01/2013

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
PAINTER	$ 21.15	11.53

PAIN0781-002 06/01/2013

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge	$ 29.87	20.04
Brush	$ 29.52	20.04
Spray & Sandblast	$ 30.27	20.04

PAIN0802-002 06/01/2012

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND, ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush	$ 24.50	16.27

PREMIUM PAY:
Structural Steel, Spray, Bridges = $1.00 additional per hour.

PAIN0802-003 06/01/2013

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
PAINTER	$ 22.82	11.52

PAIN0934-001 06/01/2013

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush	$ 30.24	18.20
Spray	$ 31.24	18.20
Structural Steel	$ 30.39	18.20

PAIN1011-002 06/05/2013

FLORENCE COUNTY

	Rates	Fringes
Painters:	$ 24.00	10.06

PLAS0599-010 06/01/2012

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1	$ 32.78	16.80
Area 2 (BAC)	$ 31.52	16.30
Area 3	$ 31.37	16.85
Area 4	$ 30.69	17.53
Area 5	$ 32.09	16.13
Area 6	$ 28.50	19.72

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN

COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

PLUM0011-003 05/07/2012

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
PLUMBER	$ 35.77	16.73

PLUM0075-002 01/01/2013

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
PLUMBER	$ 37.97	17.97

PLUM0075-004 01/01/2013

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
PLUMBER	$ 38.22	17.97

PLUM0075-009 01/01/2012

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

	Rates	Fringes
PLUMBER	$ 36.72	17.97

PLUM0111-007 04/29/2012

MARINETTE COUNTY (Niagara only)

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 30.82	19.80

PLUM0118-002 06/01/2013

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
Plumber and Steamfitter	$ 35.71	19.94

PLUM0400-003 06/03/2013

ADAMS,BROWN, CALUMET, DODGE (except Watertown), DOOR, FOND DU LAC, GREEN LAKE,KEWAUNEE, MANITOWOC, MARINETTE (except Niagara), MENOMINEE, OCONTO, OUTAGAMIE, SHAWANO, SHEBOYGAN, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 33.26	16.28

PLUM0434-002 06/03/2013

BARON, BUFFALO, CHIPPEWA, CLARK, CRAWFORD, DUNN, EAU CLAIRE, FLORENCE, FOREST, GRANT, JACKSON, JUNEAU, LA CROSSE, LANGLADE,

LINCOLN, MARATHON, MONROE, ONEIDA, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RUSK, ST. CROIX, TAYLOR, TREMPEALEAU, VERNON, VILAS, AND WOOD COUNTIES

	Rates	Fringes
PIPEFITTER	$ 34.45	15.92

PLUM0601-003 01/01/2013

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, MILWAUKEE, OZAUKEE, ROCK, WASHINGTON AND WAUKESHA COUNTIES

	Rates	Fringes
PIPEFITTER	$ 39.26	19.91

PLUM0601-009 12/01/2012

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

	Rates	Fringes
PIPEFITTER	$ 42.45	16.71

TEAM0039-002 06/01/2013

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axle Trucks	$ 23.82	18.32
3 or more axles; Euclids or Dumptor, Articulated Truck, Mechanic	$ 23.97	18.32

SUWI2011-001 11/16/2011

	Rates	Fringes
WELL DRILLER	$ 16.52	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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Pages 40, 41 & 42
Revised 6/96
Pages 12, 38, 42, 43 & 44
Revised 6/99
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CITY OF MILWAUKEE

DEPARTMENT OF PUBLIC WORKS

GENERAL SPECIFICATIONS

January 31, 1992

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PART I
INSTRUCTIONS TO BIDDERS
GENERAL

CHAPTER 1.1.0

1.1.1 Contracting Officer

The contracting officer shall be the Commissioner of Public Works of the City of Milwaukee hereinafter referred to as Commissioner.

1.1.2 Qualifications of Bidders

Qualifications for the project shall be demonstrated by each bidder as requested by the Commissioner of Public Works. Such bidder shall submit within five days of such request written evidence and documentation as required by the Commissioner, including financial capability, previous experience, and evidence of authority to conduct business in the State of Wisconsin.

1.1.3 Examination of Contract Documents and Site

a) Before submitting a bid, each bidder shall:

1. examine the contract documents thoroughly,

2. visit the site to become familiar with local conditions that may in any manner affect performance of the work,

3. become familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of work, and

4. carefully correlate observations with the requirements of the contract documents.

b) Before submitting a bid, each bidder shall, at own expense, make such surveys and investigations as may be deemed necessary to determine a bid price for performance of the work within the terms of the contract documents. Bidder is responsible for obtaining all necessary licenses and permits at own expense.

c) The submission of a bid shall constitute a prima facie representation by the bidder that the bidder has complied with every requirement of this Section 1.1.3.

1.1.4 Interpretations

All questions about the meaning or intent of the contract document shall be submitted to the Commissioner in writing. Replies shall be issued by Addenda, mail, or delivery to all parties recorded by the Commissioner as having received the bidding documents. Questions received less than five days prior to the date for opening of bids will not be answered. Only questions answered by formal written Addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect.

1.1.5 Bid Security

Bid security required is 10% of the contractor's bid, unless otherwise stated in the Official Notice and Invitation to Bid. The required security must be in the form of a certified or bank cashier's check made payable to Commissioner, or when indicated in said Notice or Invitation to Bid, a bid bond issued by a Surety licensed to conduct business in the State of Wisconsin and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The bid bond must be accompanied by a copy of the power of attorney for the agent or attorney-in-fact signing the bid bond. The bid security of the successful bidder shall be retained until the bidder has executed the Agreement and furnished the required contract security, whereupon it will be returned. Upon failure to execute and deliver the contract and furnish the required contract security within ten days of Notice of Award, the Commissioner may annul the Award and the bid security of that bidder shall be forfeited and the City reserves the right to pursue any available remedies against the bidder. The bid security of all except the two lowest bidders shall be returned after the opening of bids. The balance of the bid deposits, except that of the lowest responsible bidder, will be returned after the Commissioner has made an award to the lowest responsible bidder.

1.1.6 Bid Proposal

a) The Bid Proposal is included in the contract documents. Additional copies of the bid documents may be obtained through the Contract Administration Office, Room 506, Municipal Building.

b) Bid Proposal shall be completed in ink or typewritten. The bid price of each item on the form must be stated in words and numerals. In case of a conflict, words shall take precedence.

c) Bids submitted by an individual shall be signed by the bidder or by an authorized agent.

d) Bids by corporation shall be executed in the corporate name by the president or vice president (or other authorized corporate officer accompanied by

evidence of authority to sign), and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

e) Bids by partnerships shall be executed in the partnership name and signed by a partner; the partner's title must appear under the signature, and the official address of the partnership must be shown below the signature.

f) Bids which are signed by an attorney-in-fact for individuals, firms, partnerships, or joint ventures shall have attached thereto a power of attorney evidencing authority to sign the bid.

g) All names shall be typed or printed below the signature.

h) The bid shall contain an acknowledgment of receipt of all Addenda, if any, the numbers of which shall be filled in on the bid form.

I) Any bid received which does not respond to the items as requested on the bid proposal form shall be considered as a nonresponsive bid and may not be considered for award. This includes any alterations, modifications or conditions to the proposal or alternate bids which are not specifically requested on the bid proposal form.

j) The contractor shall include in the contract price all applicable federal, state and local taxes in the proposal submitted.

1.1.7 Minority/Woman/Small Business Enterprise (M/W/SBE) Program

Chapter 370 of the Milwaukee Code of Ordinances established a Minority/Woman/Small Business Enterprise Program (M/W/SBE) which is implemented through establishment of percentages of public works contracts to be allocated to City certified M/W/SBE businesses and enterprises. These percentages are established by the department and are stated in the Official Notice and the Invitation for Bid. Forms required by the established M/W/SBE provisions must be submitted by bidders as part of the bidding process. Failure to comply with these requirements may result in rejection of the bid. The M/W/SBE provisions will be made a part of all departmental bid solicitations and are included in this bid package.

1.1.8 Submission of Bids

Bids shall be submitted at the place and no later than the date and time indicated in the Official Notice and Invitation to Bid. The bid and the bid security shall be placed in an opaque, sealed envelope marked with the Official Notice Number, project number, branch number, date of opening bids, name and address of bidder, and the type and location of work. Such envelope shall be addressed and

delivered to the Office of the Commissioner, Contract Administration Office, Room 506, Municipal Building, before time specified in the Official Notice and Invitation to Bid for opening bids. Bids received later than the date and time indicated will not be considered, and the unopened envelope will be returned.

1.1.9 Modification and Withdrawal of Bids

A bidder may withdraw a bid because of error, omission or mistake at any time before the opening of the bids. In such case, the bid shall be returned unopened, and the bidder shall not be entitled to bid on the contract unless it is readvertised and re-let.

After bid opening, a bidder may only withdraw or correct a bid if the bidder meets the requirements of 66.29(5), State Statutes.

1.1.10 Opening of Bids

Bids shall be publicly opened at the time and place as indicated in the Invitation to Bid and Official Notice.

1.1.11 Adequacy of Bids

A bid which appears unreasonable or inadequate for any item in the schedule of quantities stated in the proposal form may be rejected.

1.1.12 Quantities

The estimated quantities of the work are the result of careful calculations but are not to be considered as final and shall be used as a basis for determining the lowest bidder. After the contract is awarded, the quantity of work listed under any item, or all items, may be increased or decreased a reasonable amount at the discretion of the Commissioner without in any way invalidating the bid price.

1.1.13 Bids to Remain Open

All bids shall remain open for **45** days after the day of the bid opening or until execution of contract, whichever occurs first.

1.1.14 Acceptance or Rejection of Bids

a) The contract shall be awarded to the lowest responsible bidder whose bid complies with the bid specifications. The Commissioner reserves the right to

reject all bids if it appears that the lowest bid for the work to be let is unreasonably high. The Commissioner further reserves the right to reject the bid of any bidder who is, in the judgment of said Commissioner, incompetent or otherwise unreliable for the performance of the work bid or who shall previously have willfully or negligently failed to complete any work or contract entered into with the City or any officer or department thereof or who shall have willfully or negligently failed to enter into a contract with satisfactory Surety for any work that shall have been previously awarded by said Commissioner. The Commissioner further reserves the right to disregard and reject any and all bids.

b) If the contract is to be awarded, the Commissioner shall give the successful bidder a Notice of Award within forty-five days after the day of the bid opening.

c) The Contractor shall submit with the executed contract, the required performance and payment bonds and proof of required insurance coverage within ten (10) days after contract award notification.

1.1.15 Contract Time

The number of days or the completion date for the completion of the work (the contract time) is set forth in the Official Notice and the Invitation to Bid and shall be part of the contract. Any provisions for liquidated damages shall be set forth in the Official Notice.

1.1.16 Subcontractors

a) If the Conditions or Specifications required the identity of certain subcontractors and other persons and organizations to be submitted in advance of the Award, the apparent low bidder and any other bidder so requested shall within seven days after the day of the bid opening submit to the Commissioner a list of all subcontractors and other persons and organizations, including those who are to furnish the principal items of material and equipment, proposed for those portions of the work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such subcontractor, person, or organization if requested by Commissioner. If the Commissioner, after due investigation, has reasonable objection to any proposed subcontractor, other person, or organization, the Commissioner may, before giving the Notice of Award, request the apparent low bidder to submit an acceptable substitute without any increase in bid price. If the bidder declines to make any such substitution, such bidder will not thereby sacrifice the bid security. Any subcontractor, other person or organization so listed and to whom City by its Commissioner does not make written objection prior to the giving of the Notice of Award shall be deemed acceptable.

b) In contracts where the contract price is on the basis of Cost of the Work Plus a Fee, the Contractor, prior to the Notice of Award, must identify in writing to the Commissioner those portions of the work that the Contractor proposed to subcontract and after the Notice of Award may subcontract other portions of the work only with the Commissioner's consent.

c) Contractor shall not be required to employ any subcontractor, other person, or organization against whom the Contractor has reasonable objection.

1.1.17 Starting Work Before Notification

No work shall be started under the contract, and no materials or equipment shall be brought upon the site of the work, prior to the date named in the written notice to proceed with the work.

1.1.18 Protest and Appeal Procedure

a) Prior to Bid Opening - Protests regarding form and content of bid documents must be received by the Commissioner of Public Works not less than five days prior to the scheduled bid opening time. A protest shall be in writing and state the reason for it. The protest will be reviewed and if modification is necessary, the bid opening day will be extended and addenda sent to each bidder. The decision of the Commissioner is final.

PART II
GENERAL CONDITIONS
DEFINITIONS AND TERMS

CHAPTER 2.1.0

2.1.1 General

Whenever in the specifications or in any document or instruments in construction operations where the specifications govern, the following abbreviations, terms, or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

2.1.2 Abbreviations

a) A.A.S.H.T.O. The American Association of State Highway and Transportation Officials.

b) ADMINISTRATIVE CODE. Rules of Wisconsin Code.

c) A.N.S.I. American National Standards Institute.

d) A.R.E.A. The American Railway Engineering Association.

e) A.S.M.E. The American Society of Mechanical Engineers.

f) A.S.T.M. The American Society for Testing and Materials.

g) A.W.W.A. The American Water Works Association.

h) D.N.R. Wisconsin Department of Natural Resources.

I) FEDERAL SPECIFICATIONS. The Specification of the United States Federal Specifications Board.

j) O.S.H.A. Federal Occupational Safety and Health Administration.

k) S.S.P.C. Steel Structures Painting Council.

l) STATE SPECIFICATIONS. Current Standard Specifications for Road and Bridge Construction of the Wisconsin Department of Transportation.

m) A.C.I. American Concrete Institute.

n) A.G.M.A. American Gear Manufacturers' Association.

o) A.I.A. American Insurance Association.

p) A.I.S.C. American Institute of Steel Construction.

q) A.S.C.E. American Society of Civil Engineers.

r) A.W.S. American Welding Society.

s) I.E.E.E. Institute of Electrical and Electronic Engineers.

t) J.I.C. Joint Industry Conference.

u) N.E.C. National Electrical Code.

v) N.E.M.A. National Electrical Manufacturers' Association.

w) P.C.A. Portland Cement Association.

x) P.C.I. Prestressed Concrete Institute.

2.1.3 Contract Documents

All the integral documents of the contract comprised of (a) written agreement (contract) covering the performance of the work and furnishing of materials for the construction of the work, (b) official notice, (c) invitation to bid and bid, (d) instructions to bidders, (e) specifications, (f) special provisions, (g) special conditions when applicable, (h) plans, (I) schedule of fixed prices, (j) supplemental agreements, and (k) all addenda, as fully as though they had been set forth therein full in the body of the contract.

2.1.3.1 Governing Order of Contract Documents

In the case of a discrepancy or conflict in the contract documents, the order of governing shall be as follows:

First - Special Provisions
Second - Plans
Third - Specifications

2.1.4 City

The City of Milwaukee, a municipal corporation of the State of Wisconsin, located in the County of Milwaukee.

2.1.5 Commissioner of Public Works, Commissioner or CPW

The Commissioner of Public Works of the City of Milwaukee.

2.1.6 Bidder

Any individual, firm, partnership, corporation, or a combination of any or all jointly submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

2.1.7 Contractor

Any individual, firm, partnership, corporation, or a combination of any or all jointly submitting a proposal to whom the contract is awarded by the City or its heirs, executors, administrators, successors, or assigns.

2.1.8 Subcontractor

The individual, firm, partnership, or corporation to whom the Contractor, with the written consent of the Commissioner, sublets, assigns, or otherwise disposes of any part of the work covered by the contract documents.

2.1.9 Surety

The approved Surety corporation licensed to do business in the State of Wisconsin bound with and for the Contractor to insure acceptable performance of the contract and for payment of all obligations under the contract.

2.1.10 Plans

All contract drawings, reproductions of drawings, sketches, and revisions thereof pertaining to the work covered by the contract.

2.1.11 Addenda

All revisions of and supplements to the plans and specifications incorporated in or attached to and becoming an integral part of the contract documents.

2.1.12 Special Provisions

The special body of directions, provisions, or requirements peculiar to a project and otherwise not thoroughly or satisfactorily detailed or prescribed in the specifications. The requirements of these Special Provisions shall govern the work and shall take precedence over the specifications or plans whenever they conflict.

2.1.13 City Datum

The plane of zero elevation used for City work, being 54.815 feet below the permanent bench mark on a stone monument located near the northwest corner of North Jackson and East Wells Streets.

2.1.14 Pavement

All types of pavements except such surfacings as crushed stone, screenings, cinders, or untreated water-bound macadam.

2.1.15 Work

Work shall be understood to mean the furnishing of all labor, materials, equipment, and other incidentals necessary for all the successful completion of the project or particular part of the project in accordance with the requirements of the contract.

2.1.16 Engineers

The Engineers of the Department of Public Works assigned to the work.

2.1.17 Milwaukee Code

The Milwaukee Code of Ordinances, being the revision and codification of the general ordinances of the City of Milwaukee, adopted by the Common Council on December 19, 1941, and supplements and amendments thereto.

2.1.18 Emergency or Emergencies

Unforeseen occurrences and combinations of circumstances involving the public welfare or the protection of work already done under the contract documents or which endanger life or property and call for immediate action or remedy.

2.1.19 Trade Terms

Terms having a well-known technical or trade meaning and generally recognized by architects, engineers, and the trade.

2.1.20 Date of Completion of Work

The work shall be considered as completed on the date certified to the Commissioner by the Engineer in Charge or other authorized representative.

2.1.21 Time Allowed for Completion

The time allowed the Contractor to complete all work under the contract including cleaning of the work site will be specified in the official notice. This time will be specified either as number of working days allowed, number of calendar days allowed, a specified calendar date, or a combination of these when a specific portion of the work is to be completed by a specific date. If any of these requirements are exceeded, Section 2.5.11 of the Specifications shall be invoked.

2.1.22 Advertisement

The official notice inviting bids for all proposed work included in any one letting.

2.1.23 Award

Notice to Contractor of Contract Award.

2.1.24 Calendar Days

Every day shown on the calendar; Saturdays, Sundays and holidays included.

2.1.25 Contract Bond

The approved form of security furnished by the Contractor and Surety as a guarantee of good faith on the part of the Contractor to execute the work in accordance with and complying with all the terms and conditions of the Contract Documents.

2.1.26 Contract Change Order

A written order by the Commissioner or the Commissioner's authorized representative covering work not otherwise provided for, revision in or amendments to the contract, or conditions specifically prescribed in the specifications as requiring contract change orders. Such document becomes a part of the contract.

2.1.27 Contract Period

The period from the date of commencing work to the date of completing work, both dates inclusive, as specified in the contract.

2.1.28 Inspector

The authorized representative of the City assigned to make a detailed inspection of any and all portions of work or materials thereof.

2.1.29 Official Notice

The advertisement for proposals for all work or materials on which bids are required. Such advertisement will indicate with reasonable accuracy the location and character of the work to be done or materials to be furnished and the time and place of submitting the proposals

2.1.30 Notice to Proceed

A written notice to the Contractor by the Commissioner or the Commissioner's authorized representative of the time within which the Contractor shall begin the prosecution of the work.

2.1.31 Proposal

The offer of the bidder, submitted on the prescribed proposal form, to perform the work including the furnishing of labor and materials at the prices quoted by the bidder.

2.1.32 Proposal Form

The approved form on which the City requires bids to be prepared and submitted for the work.

2.1.33 Bid Security

The security furnished with a bid to guarantee that the bidder will enter into the contract if the bid is accepted.

2.1.34 Schedule of Fixed Prices

The fixed prices as listed in the Contract Documents.

2.1.35 Working Day

A working day shall be any calendar day where, in the opinion of the Commissioner or his duly authorized representative, it is possible for the Contractor to start and continue work, except that unless the Contractor actually starts and continues work on days of inclement weather, Saturdays, Sundays, and nationally-recognized legal holidays, such days shall not be considered as working days.

CHAPTER 2.2.0
EMPLOYMENT OF LABOR

2.2.1 Residence Preference Program

Chapter 309 of the Milwaukee Code of Ordinances established a Residence Preference Program which is implemented through establishment of the percentages of worker hours to be performed by unemployed residents of a special impact area. These percentages are established by the Department and are stated in the Official Notice and the Invitation to Bid. Forms required by the established resident preference provisions must be submitted by bidders as part of the bidding process. Failure to comply with these requirements may result in payments being withheld, contracts canceled, debarment from bidding for up to two years, or any other remedy available to the City at law or in equity. The resident preference provisions will be made a part of all departmental bid solicitations and are included in this bid package.

2.2.2 Hours of Labor and Overtime Pay

a) In accordance with Section 309-21, Milwaukee Code Ordinances, the service of all laborers and mechanics who are now or may hereafter be employed by any contractor or subcontractor of the City of Milwaukee upon any of the public works of this City is hereby limited to days other than Saturdays, Sundays, and legal holidays recognized by the City and restricted to 40 hours per week, of which no more than ten hours shall occur in any one calendar day, and except as the Commissioner may approve to conform with occupational practices or as specifications may require, it shall be unlawful for any officer of the City government or any such contractor or subcontractor, whose duty it shall be to employ, direct, or control the services of such laborers or mechanics, to require or permit any such laborer or mechanic to work on Saturdays, Sundays, and legal holidays or more than 40 hours per week and ten hours in any calendar day, except in cases where, in the opinion of the Commissioner, an emergency exists.

b) In such instances where overtime work has been permitted and laborers or mechanics are required to work more than ten hours per day or 40 hours per week or at times other than the normal work day or work week, they shall be paid by the contractor in accordance with the prevailing overtime wage rates. When, and only when, an emergency has been declared to exist and the Commissioner, after the signing of a contract, has ordered in writing that work on a project be carried on in excess of ten hours per day or 40 hours per week, it shall be the duty of the City to reimburse the contractor over and above the price agreed upon for the performance of such work in the amount of the premium paid for overtime work or work performed at times other than the normal work day or work week in accordance with the prevailing overtime wage rates plus any premium paid for necessary materials because of

delivery during times other than the normal work day or work week.

2.2.3 Minimum Wage Rate

a) In accord with Section 309-25, Milwaukee Code, and Res. No. 68-1317, building and construction industry trade workers employed upon public works contracts by any contractor or subcontractor shall be paid no less than the wage rates and fringe benefits approved for their respective trades or occupations. Such wage rates shall be incorporated into the contract. In addition, a schedule of wage rates and hours of labor shall be kept posted in at least one conspicuous and easily accessible place on the site of the project or, if there is no common site, at the place normally used by the city to post public notices.

b) Fringe benefits must be paid as follows: Welfare - within six weeks of the date work was performed; Vacation and Pension within 31 days of the date work was performed.

2.2.4 Unclassified Employees

a) In case it becomes necessary for the Contractor or any subcontractor to employ on the work covered by the contract documents any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers) for whom no minimum wage rate is herein specified, the Contractor shall immediately notify the Commissioner who shall promptly thereafter furnish the Contractor with the minimum wage rate for such person.

b) Apprentices are considered unclassified employees and their rates are not furnished in the minimum wage scale. Contractors/subcontractors employing apprentices are required to furnish a copy of the signature page of their indenture papers and a copy of their rate sheet with the paid rate highlighted. The Commissioner shall determine whether or not a person so employed was properly paid or if an underpayment exists.

2.2.5 Minimum Wage - Time Reports

The Contractor hereby agrees to make a sworn report or affidavit within ten days following the Contractor's completion of a contract, or every three months, whichever occurs first, and shall procure and submit a like sworn report or affidavit from every subcontractor employed in the work to the Commissioner, listing every employee employed on or under this contract or subcontract, and shall include for the specified period but not be limited to the employee's name, address, type of work performed, total hours worked, hourly rate, gross earnings, and employer's contribution to vacation, welfare, and pension trust funds. Said reports or affidavits from the Contractor or subcontractor shall include a statement that each and every employee has been paid in full the amount prescribed by the Common

Council and that there has not been, nor is to be, any rebate or refund of any part of said wages by employee to employer.

The Commissioner or other officers are hereby ordered not to pass any estimate for payment on any contract in which the Contractor or subcontractor has failed to comply with all the provisions of the foregoing sections, and no estimate shall be processed for payment until the Commissioner is satisfied that the provisions of the foregoing specifications have been fully complied with.

2.2.6 Provision of Wisconsin Statutes and Administrative Code Pertaining to Municipal Wage Rates

Pursuant to Section 66.293 Wisconsin Statues and Section IND 90.13 and 90.14 of the Wisconsin Administrative Code, each contractor and subcontractor is subject to the following requirements.

Each contractor, subcontractor, or agent thereof participating in a project shall keep full and accurate records clearly indicating the name and trade or occupation of every laborer, worker, or mechanic employed in connection with the project and an accurate record of the number of hours worked by each employee and the actual wages paid therefore.

Upon completion of the project and prior to final payment therefore, each contractor shall file with the municipality an affidavit stating compliance with the provisions and requirements of the Wisconsin Statutes and Administrative Code and that said contractor has received evidence of compliance from each subcontractor. No municipality may authorize final payment until such an affidavit is filed in proper form and order.

Upon completion of the subcontractor's portion of the work and prior to final payment, each subcontractor shall file with the contractor an affidavit stating that said subcontractor has fully complied with the provisions and requirements of Section 66.293 (3) Wisconsin Statutes and the Wisconsin Administrative Code Chapter IND 90.

In accordance with Section 66.293 (3) (h), each contractor shall file with the City copies of the subcontractor's affidavit prescribed under IND 90.13 Wisconsin Administrative Code.

2.2.7 Enforcement of "Hours and Wages" Provisions

Every person, firm, or corporation who shall violate the provisions of §309-21, 309-25, 309-27, and 309-31 Milwaukee Code, shall upon conviction thereof, be punished by a fine not to exceed $25 and in default of payment thereof by imprisonment in the House of Correction of Milwaukee County for a period not to

exceed 90 days. The employment of each person contrary to the provisions of said sections shall be deemed a separate and distinct violation of the provisions thereof for each day so employed.

Attention is called to Section 66.293, Wisconsin Statutes, 1951, which provides that a contractor who violates the provision of this law, to-wit, fails to comply with the municipal wage scale set forth in the contract may be fined not to exceed $500 for each offense. The failure to pay the required wage to an employee for only one week or part thereof constitutes a separate offense.

2.2.8 Wage and Hours Limitation

The provisions of Sections 309-21 to 309-37 inclusive of the Milwaukee Code shall apply, and the Contractor or any subcontractor is not to pay less than the minimum wage scale adopted by the Common Council of the City of Milwaukee pursuant to said provisions.

2.2.9 Days of Work and Shift Regulations

No work shall be performed under the contract on Saturdays, Sundays, or legal holidays, except with the approval of the Commissioner.

The Commissioner reserves the right to name the number of shifts per day, the hours per shift, and the starting time of each shift.

2.2.10 Wage and Hours Disputes

Whenever a dispute arises between the Contractor or Surety and the City as to the determination whether there is compliance with the provisions of the contract documents as to the hours of labor, wages, character, and classification of workers employed, the determination of the Commissioner shall be final, and in case of violations of said provisions, the Commissioner may declare the contractor in default and order the Surety to perform or re-let upon advertisement, the remaining portion of the contract as provided by Section 66.29 (8), Wisconsin Statutes, 1943.

2.2.11 Disqualification of Contractor

As provided by Section 309-33, Milwaukee Code, whenever any contractor or subcontractor engaged in any public work of the City has been found by the Commissioner, officer, or employee of the City or by a court of competent jurisdiction to have infringed any of the provisions of the minimum wage ordinance

or any ordinance or any resolution or scale of wages adopted pursuant thereto, in that event any such contractor or subcontractor shall not be deemed to be a competent and reliable bidder in the sense of Section 7-14 of the Milwaukee City Charter, 1984 compilation, and such contractor or subcontractor shall not be allowed to compete in securing future contracts with the City by such individual, or partner, or agent, or by any corporation of which such individual is a member, for a period of two years. A second violation by such individual, or partner, or agent, or by any corporation of which such individual is a member, shall disqualify such individual, or such partner, agent, or corporation from competing or doing any future City work for a period of three years.

2.2.12 Lien Law

All provisions of Section 7-32, Milwaukee City Charter, shall be binding upon the Contractor.

2.2.13 Discrimination in Employment

In accord with Section 109-15, Milwaukee Code and federal guidelines, it shall be unlawful for any private employer performing work within the City involving any public works of the City to willfully refuse to employ or to discharge any person otherwise qualified because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories. The private employer agrees not to discriminate for the same reason in regard to tenure, terms, or conditions of employment; to deny promotion or increase in compensation solely for these reasons; to publish offer of employment based on such discrimination; to adopt or enforce any rule or employment policy which discriminates between employees; to seek such information as to any employee as a condition of employment; or to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories.

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this contract, a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

2.2.14 Americans With Disabilities Act

Contractor (Vendor, Consultant, Lessee, etc.) agrees that Contractor will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq.

CHAPTER 2.3.0
NECESSARY NOTICES AND PERMITS

2.3.1 Notice to Proceed with Work

The Commissioner shall notify the Contractor of the date to commence work covered by the contract. Upon receipt of such notice the Contractor shall comply with all notice requirements set forth below and in the specifications.

2.3.2 Notice to Fire, Police, and Sheriff

Contractor shall give notice in writing to the Chief Engineer of the Fire Department and to the Chief of Police of the City of Milwaukee and to the Sheriff of Milwaukee County at least three days before blocking off any street.

2.3.3 Notice to Utilities, City Bureaus and Governmental Units

The Contractor shall notify all utilities, City bureaus, and governmental units whose property may be affected by the Contractor's operations at least three days before breaking ground. The Contractor shall not interfere with said property until the expiration of the time specified in said notice and then only by permission of the Commissioner, nor shall the Contractor hinder or interfere with any person in the protection of such work or with the operation of buses at any time except with the permission of the Commissioner.

2.3.4 Notice to Railroads

The Contractor shall send by registered mail a notice to the district or division engineer or persons in charge of the operations of trains for any railroad at least ten days prior to doing any work in the right-of-way or any track zone. Such Contractor shall ascertain the schedule of all trains and shall comply with all rules and regulations requested by the railroad company.

2.3.5 Notice for State Arterial Highways

Whenever the work will obstruct or in any other way affect through vehicular traffic on State arterial highways, the Contractor shall give notice at least three days in advance thereof to the State of Wisconsin, Department of Transportation, Division

of Highways, and the Traffic Division of the Infrastructure Division of the City.

2.3.6 Notice to Support Buildings

Whenever the work endangers the support or involves the undercutting of any building or other structure along the site of work, the Contractor shall send by registered mail, return receipt requested, a written notice to the owner or the owner's agent to support such building or structure, and following the service of the notice, the contractor shall allow a reasonable length of time for the placing of the necessary support. Such notice shall be in accordance with applicable law.

2.3.7 Notice of Work Suspension

In case the work is stopped and is to remain stopped for any considerable length of time, the Contractor shall promptly notify the Commissioner. At least three days before the work is to be resumed, the Contractor shall again notify the Commissioner.

2.3.8 Permits and Licenses

The Contractor shall procure all necessary permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

2.3.9 Permit for Parks and Parkways

The Contractor shall obtain a permit from the local park authority for construction work to be done within the limits of parks or parkways.

2.3.10 Permit for Storage of Materials

When the Contractor finds it necessary to store materials on a street which is open to traffic, such Contractor shall obtain a permit from the Department of Public Works to store such materials at the designated location.

2.3.11 Water Permit

If for any reason a contractor requires the use of a fire hydrant to supply water, the contractor shall obtain a hydrant use permit as required by the Milwaukee Water Works.

2.3.12 Permit for Excavation

Before starting excavation in any street, roadway, or other public way, the Contractor must obtain a permit from the Department of Public Works.

2.3.13 Permit for Street Closings

When it is necessary to close any street to traffic, the Contractor shall obtain a permit from the Department of Public Works. The only exception would be for contractors paving or reconstructing a street.

2.3.14 Permit for Blasting

Before doing any blasting the Contractor shall, with the approval of the Commissioner, obtain a permit from the Building Inspector. The Commissioner reserves the right to order the discontinuance of blasting operations at any time.

2.3.15 Copies of Notices and Permits

Copies of all written notices and permits shall be submitted to the Commissioner or the Commissioner's representative prior to the commencement of construction.

2.3.16 Notice to Cable Franchises

The Contractor shall notify all cable television franchises whose property may be affected by the Contractor's operations at least three (3) days before breaking ground. The Contractor shall not interfere with said property until the expiration of the time specified in said notice and then only by permission of the Commissioner, nor shall the Contractor hinder to interfere with any person in the protection of such work.

CHAPTER 2.4.0
CONTROL OF WORK AND MATERIALS

2.4.1 Plans and Specifications to be Available

The Contractor shall keep a legible copy of the plans, if any, and specifications at the site of the work.

2.4.2 Contractor's Representative

The Contractor shall either give personal superintendence to the work and be present, or shall have at the site of the work at all times while work is in progress, a representative having authority both to receive orders from the Commissioner and to act for the Contractor. Such representative must be thoroughly familiar with the work and be acceptable to the Commissioner and must be capable of reading and understanding the plans and specifications and capable of directing the work as called for by the contract documents.

2.4.3 Authority and Duties of Inspectors

Inspectors employed by the City shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. The Inspector is not authorized to revoke, alter, or waive any requirements of the specifications, nor is the Inspector authorized to approve or accept any portion of the completed project. The Inspector shall call the attention of the Contractor to any failure of the work or materials to conform to the specifications and contract and shall have the authority to reject materials. Any dispute between the Inspector and Contractor shall be referred to the Commissioner. Any advice which the Inspector may give the Contractor shall in no way be construed as binding the Commissioner or the Commissioner's representative in any way or releasing the Contractor from fulfilling any of the terms of the contract.

2.4.4 Performance of Work

All work to be performed must be in accordance with the contract documents and subject to the supervision, approval, and acceptance of the Commissioner.

2.4.5 Materials, Labor, Equipment, Etc.

All construction materials to be used on the work, all materials to be incorporated

into the work, and all labor, equipment, plant, tools, appliances, or methods to be used on the work shall be subject to the inspection and approval or rejection of the Commissioner.

It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other service and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

2.4.6 Decisions of the Commissioner

All work shall be done in compliance with the contract documents. The Commissioner shall decide all questions which shall arise as to the quality and acceptability of materials furnished, work performed, manner of performance, extensions of time, rate of progress of the work, interpretation of the plans and specifications, acceptable fulfillment of the contract, compensation, disputes, and mutual rights between Contractors under the Specifications. All questions as to the meaning of the contract documents and all questions as to the interpretation of any orders or directives which may have been issued in connection with the work shall be decided by the Commissioner whose decision shall be considered final and conclusive between the parties hereto and binding upon them.

2.4.7 Order of Work

The place of commencement, the sequence of operations, and the prosecution of the work may be determined by the Commissioner as he shall deem fit to best serve the needs and the convenience of the public and for the proper and timely completion of the contract.

2.4.8 Regulation of Tools, Equipment, and Plant Usage

The Commissioner reserves the right to regulate the time of usage or to prohibit the use of any type or kind of tools, equipment, and plant which may cause objectionable smoke, noises, odors, or damage to property.

2.4.9 Gas-Powered Equipment

The Commissioner reserves the right to prohibit the stationary use of gas or diesel-powered plant equipment when such usage would cause objectionable noises, odors, or damage to property or trees.

2.4.10 Electrically-Powered Plant

Where conditions are such that, in the opinion of the Commissioner, an electrically-powered plant should be used, the Commissioner shall have the right to order the Contractor to furnish an adequate plant powered by electric service.

2.4.11 Location and Type of Plant

The location and type of any plant, at the site of the work, including buildings, machinery, equipment, and tools, is subject to the approval of the Commissioner. If these are furnished, placed, or used without approval, the Commissioner may require the removal and substitution of any or all parts of the plant, including buildings, machinery, equipment, and tools, to a location and of a type acceptable to the Commissioner.

2.4.12 Right to Inspect and Test Materials

All materials to be used in the work are subject to the inspection, testing, and approval of the Commissioner or the Commissioner's authorized representatives at the place of manufacture, the site of the work, or other location, and before use, or before, during, or after the incorporation of such materials into the work. The Contractor shall, at all times, afford the necessary facilities for the Commissioner and the Commissioner's representatives to examine or sample all materials and to inspect the work, plant, equipment and tools in order to determine whether the materials, operations, workmanship, methods, and finished work comply with the requirements of the contract documents.

2.4.13 Inspection

All materials and each part or detail of the work shall be subject at all times to inspection by the Commissioner or the Commissioner's authorized representatives, and the Contractor shall be held strictly to the true intent of the specifications in regard to quality of materials, workmanship, and the diligent execution of the contract. Such inspection may include mill, plant, or shop inspection, and any material furnished under these specifications is subject to such inspection. The Commissioner or the Commissioner's representatives shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is determined by the Commissioner or the Commissioner's representative to make a complete and detailed inspection.

The Contractor shall, if the Commissioner requests, remove or uncover such portion of the finished work as the Commissioner may direct before the final acceptance. After the examination, the Contractor shall restore said portion of the work to the standard required by the specifications. If the work thus exposed and examined proves acceptable, the expense of uncovering or removing and

replacing the parts removed shall be paid for as extra work but, if the work so exposed and examined is unacceptable, the expense of the uncovering or removing and replacing in accordance with the specifications shall be borne by the Contractor.

Failure or negligence on the part of the Commissioner or the Commissioner's representative to condemn or reject substandard or inferior work or materials shall not be construed to imply an acceptance of such work or materials, if it becomes evident at any time prior to the final acceptance of the work by the City. Neither shall it be construed as barring the City at any subsequent time from the recovery of damages or of such a sum of money as may be needed to rebuild and/or replace all portions of the substandard or inferior work or replacement of improper materials wherever found.

Any portion of the work or any material incorporated into the work, which may have become damaged during the progress of the work, shall be removed and replaced at the expense of the Contractor prior to final inspection and acceptance of the work.

2.4.14 Source of Supply

The Commissioner reserves the right to prohibit the use of materials from any source when such material is known to the Commissioner to be inferior and from any plant when its mode of operation is known to the Commissioner to be such as to make improbable the supplying of reasonably uniform material.

2.4.15 Or Equal Clause

Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturers or vendors names, trade names, catalogue numbers, etc., it is intended merely to establish a standard, and any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design shall be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Commissioner, of equal substance and function. It shall not be purchased or installed by the Contractor without the Commissioner's written approval.

2.4.16 Continuous Work

The Contractor shall execute the work only in the presence of the Commissioner or the Commissioner's representative during the working hours of the day unless, at the Contractor's own volition upon due notice to the Commissioner and with the Commissioner's approval, the Contractor desires to prosecute the work continuously or at night. In all cases, the Contractor shall provide such facilities for carrying on night work as the Commissioner directs. No claims shall be allowed for extra payment on account of night or continuous work nor for damages or

detriment to the quality of work which may be incurred by the Contractor in being permitted to carry on work during such time, it being understood that full compensation for night or continuous work and all expenses incident thereto are included in the prices for the various items in the contract.

2.4.17 Progress of the Work

The Contractor shall proceed with diligence to do the work and shall work continuously without delay. The Contractor shall not suspend operations at own discretion for whatever purpose without City of Milwaukee approval. It is the intent under this Section of the General Specifications that the work proceed continuously and expeditiously to completion irrespective of time allowed for completion of the work. Should the Contractor fail to prosecute the work continuously and expeditiously, the Commissioner may invoke the provision of Section 7.14(2) of the Milwaukee City Charter with a recommendation to the Common Council that the Contractor is not deemed to be a competent and reliable bidder and be disbarred from bidding for a period of time. If interruption of the work occurs during the term of contract which is beyond the control of the Contractor, i.e., strikes, governmental regulations, severe shortage of building materials, fires, or floods which are entirely beyond the control of the Contractor, the Contractor shall within such time as the Commissioner deems reasonable present written notice of such conditions to the Commissioner with a request for interruption of the work or an extension of the time for the completion of the entire contract. If said delays are approved by the Commissioner, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor shall not be entitled to damages or additional payment due to these delays. Whenever the Commissioner shall have taken action for the reasons described above to change the term of the contract described in this agreement, it is incumbent upon the Contractor to notify the Surety of such change.

Should the Contractor fail to maintain the rate of progress required to complete the work within the contract time specified, the Commissioner may require that additional workers or equipment be placed on the work or a reorganization of plant layout be effected in order that the work be brought up to schedule and maintained there. Should the Contractor fail to comply therewith, the Commissioner may proceed under the provisions of 2.4.18 of these Specifications.

In the event work is prosecuted during adverse weather conditions, the Contractor will be required to exercise precautions necessary to produce satisfactory work and shall protect the finished work from the elements. It is agreed and understood that the cost thereof has been included in the unit prices bid for the various items of work in the contract and that no extra compensation be allowed therefore.

2.4.18 Default and Completion of Work

The Commissioner has the right, in case of the improper or imperfect perform-

ance of the work, to suspend the work at any time and to order the entire reconstruction of the same or to re-let the same to some other competent party. The Commissioner has the right, in case the work shall not be prosecuted with such diligence and with such number of employees to insure its completion within the time limited by the contract documents, to suspend such work and re-let the same to some other competent party or employ personnel and secure material for the completion of the same and charge the costs thereof to the Contractor.

When the Contractor or Surety, both if locally available, are notified that the Commissioner has elected to suspend the work, the Contractor shall cease to have the right to occupancy of the work site, and the Commissioner shall have the right to forthwith take possession of any materials, tools, equipment, or plant delivered thereon for work under the contract.

The Surety shall have the right to complete the contract, but in the event that performance has not been commenced within ten days from the date of the notice of suspension, the Commissioner has the right to continue in the possession of and utilize, for the completion of the contract, any and all materials, tools, equipment, and plant which the Contractor has had delivered upon the site of the work, and to prosecute the work to completion either by force account or by contract.

Expenditures made by the Commissioner in completing the work under the contract and in payment of valid claims arising under the terms of the contract shall be deducted from monies due or which would have become due to the Contractor upon completion of the contract. No claims for "extras" arising from the Commissioner's actions in completing the work will be entertained. The Contractor and Surety shall be liable and shall reimburse the City for any costs, in excess of the contract amount, required to complete the work.

2.4.19 Assumption of Control of Work Not a Waiver

Neither the acceptance of any work by the Commissioner nor any order, measurement, or certificate by the Commissioner for payment of money nor any payment for nor acceptance of the whole or any part of the work by the Commissioner, nor any extension of time except for causes beyond the control of the Contractor as set forth above, nor any possession taken by the City or its employees, shall operate as a waiver of any portion of this contract or of any power herein reserved to the City or any right to damages herein provided; nor shall any waiver of any breach of this contract be held to be a waiver of any other or subsequent breach.

2.4.20 Workmanship

All workmanship shall conform to the best standard practice. Unless otherwise specified, the specifications of recognized association of manufacturers and

contractors or industrial manufacturers shall be used as guides for the standards of workmanship.

All exposed items of work shall present a neat and acceptable appearance and shall be as true to shape and alignment as is possible to obtain with measuring or leveling instruments generally used in the respective types of work. Items of work shall be sound and fully protected against damage and premature deterioration. It is specifically understood that in all questions of quality and acceptability of workmanship, the Contractor agrees to abide by the decisions of the Commissioner.

The Contractor shall furnish all labor, materials, necessary tools, equipment, and accessories that are necessary for integrating all portions of the work included in the contract to fulfill the true purpose and intent of the contract.

2.4.21 Partial Acceptance

When requested by the Contractor and upon specific approval of the Commissioner, prior to final inspection and acceptance, the Contractor may be relieved of maintenance of sections of the work which have been completed. Such partial acceptance and assumption of the maintenance by the City shall be covered by a written notice from the Commissioner to the Contractor, and such notice shall definitely designate the sections of the work on which the Contractor is to be relieved of maintenance and shall also set forth the date upon which such notice will be effective. The assumption of maintenance by the City, however, shall not relieve the Contractor of any responsibility for defective workmanship or materials or for damages caused by the Contractor's own operations.

Such action shall not be construed to be a final inspection or acceptance of any part of the work nor waiver of any legal rights.

2.4.22 Final Acceptance

The Commissioner shall make an inspection of the work included in the contract as soon as practical after notification by the Contractor and confirmation by the Inspector that such work has, in their opinion, been completed and final cleanup performed.

Should the inspection disclose any work, in whole or in part, as being unsatisfactory, the Commissioner shall give the Contractor the necessary instructions for correction of the same, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed.

All work included in the contract shall be considered accepted on the date certified

to the Commissioner as completed by the Engineer in Charge or other authorized representative.

2.4.23 Employee Qualifications

The Contractor shall employ only such foremen, mechanics, laborers, or other employees as are physically fit, competent, experienced, and qualified to handle each class of work on which they are employed. Any person previously discharged by order of the Commissioner from work on any City contract shall not be permitted to work on this contract without first obtaining written permission from the Commissioner.

2.4.24 Employees to be Discharged for Cause

When any employee willfully, negligently, or ignorantly fails to perform any of the duties or assignments or is disobedient or abusive and disrespectful to a fellow employee or to the Commissioner or the Commissioner's representative, such employee shall, upon written order from the Commissioner to the Contractor, be discharged from the work.

2.4.25 Blasting

In all blasting operations, the Contractor shall abide by all provisions of Section 32-26, Milwaukee Code of Ordinances.

2.4.26 Right of Entry

The Commissioner reserves the right of entry to any portion of the site of the work. Such right of entry shall also be available to the City forces, utilities, or contractors for the purpose of constructing collateral work or making emergency repairs. The contractor shall not be entitled to any damages for delays or hindrances resulting from such work.

2.4.27 Guarantee

Contractor guarantees the work performed under this contract for the period set forth in the technical specifications.

CHAPTER 2.5.0
SCOPE OF WORK AND SPECIFIC INSTRUCTIONS

2.5.1 Intent of Contract Documents

The true intent of the contract documents is to provide for the construction, execution, and completion in every detail of a complete work or improvement which the Contractor undertakes to do in full compliance with the contract documents and in accordance with recognized engineering and construction principles. The contractor shall perform all items of work covered and stipulated in the proposal and perform altered and extra work, all in accordance with the lines, grades, typical sections, and dimensions given and shall furnish, unless otherwise provided in the contract documents, all material, implements, machinery, equipment, tools, supplies, transportation, electric power and labor necessary to the prosecution and completion of the work.

2.5.2 Location of Underground Structures

It is the responsibility of the Contractor to become acquainted with the location of all underground structures which may be encountered or which may be affected by work under the contract.

The locations of any underground structures furnished, shown on the plans, or given on the site are based upon the available records but are not guaranteed to be complete or correct and are given only to assist the Contractor in making a determination of the location of all underground structures. The Contractor understands and acknowledges that the City is not responsible for any representations made by it to the Contractor relating to the location or dimensions of underground structures.

2.5.3 Harmonious Relations

The Contractor shall work in harmony with other contractors or with utility or City forces engaged in collateral work. The Contractor's operations shall be arranged to prevent interference or damage to the work of others. In case of dispute the decision of the Commissioner shall be final and binding upon the parties affected.

2.5.4 Cleaning of Work Site

The Contractor shall at all times keep the site of the work, including streets, alleys, and all private or public property involved in or adjacent to the work free from any rubbish, surplus, or waste materials that have been deposited by the employees or which have accumulated as a result of the work.

The Contractor shall remove all surplus materials, tools, equipment, or plant, leaving the site of the work and all portions of the finished work clean, unobstructed, and ready for use before the work will be considered completed. The Commissioner may have removed from the site of the work all rubbish, surplus, or waste materials which the Contractor has neglected or refused to remove and deduct the costs of such removal from any monies due the Contractor.

2.5.5 Items Not Listed in "Estimate of Quantities"

Sundry items which are incident to or required in the construction of the work but are not included as items in the estimate of quantities shall be considered an integral part of the contract, and all labor, materials, etc., required for such items shall be furnished by the Contractor and the cost of same included in the unit prices bid.

2.5.6 Omissions, Discrepancies and Corrections

It is the intent of the contract documents that all performance under the contract be in accordance with the best practice. The Contractor shall carefully check the plans both before commencing and throughout the work. The Contractor shall immediately call the Commissioner's attention to any errors, omissions, or discrepancies that the Contractor may discover in the plans before proceeding with the work affected. The Commissioner reserves the right to make such corrections as deemed necessary for the fulfillment of the true intent of the contract documents.

2.5.7 Work to be Done at Contractor's Risk

All work to be done under the contract documents from the commencement until the final acceptance of such work shall be done entirely at the Contractor's risk. No partial payment for, or partial acceptance of, any part of the work shall absolve the Contractor from such risk.

2.5.8 Guarantee

The Contractor shall be liable for the acceptable condition of all work under the contract, both during construction and throughout any guarantee period. The guarantee period, if any, shall commence on the Date of Completion. If, within said guarantee, repairs, or changes are required in connection with the work, which, in the opinion of the Commissioner, is rendered necessary as a result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contract, the Contractor shall promptly, upon receipt of the notice from the Commissioner, and without expense to the City,

install the work to a satisfactory condition, correct all defects, make good all damage to the structure, site, or contents thereof, which damage, in the opinion of the Commissioner, results from the use of such inferior or defective materials, equipment, or workmanship.

2.5.9 Breakdown for Partial Estimates

Whenever the Commissioner sanctions partial payments for work completed during any specified period, the Contractor upon request by the Commissioner shall furnish a breakdown of the actual quantities and unit prices used in preparing unit bid price for each item in the Proposal. The breakdown must be balanced and not contain prices which are proportionately higher for work to be completed first than for work to be completed later. The Commissioner reserves the right to order such changes as may, in the Commissioner's opinion, be necessary to balance such breakdown.

2.5.10 Time for Completion - Essence of Contract

The parties hereto specifically understand and agree that the time specified for completion is of the essence of this contract, and the Contractor shall not be entitled to claim performance of this agreement unless the work is satisfactorily completed in every respect within the time specified in the contract.

2.5.11 Contractor to be Charged for Inspection After Time Allowed for Completion has Expired

The Contractor shall be charged for inspection provided by the City or by an agent for the City for each and every day inspection is required on all construction projects after the time allowed for completion has expired. This per diem rate for inspection, when provided by the City, shall include the cost of inspection, construction supervision, clerical, and administrative costs, traffic engineering, vacations, pensions, holidays, overtime, and other similar overhead charges. This charge for inspection will be deducted from monies due the Contractor at the completion of the contract. The amount of the per diem charge shall be set forth in the Bureau Specifications.

An inspector shall be assigned to the project upon notice from the Commissioner to the Contractor to start work. If more than one crew is utilized by the Contractor, as many additional inspectors will be assigned to the work as the Commissioner deems necessary. An additional charge per day after the time allowed for completion shall be made for each such additional inspector. Inspection will be continuous until, in the judgment of the Commissioner, the work is complete. This period of time will include all construction operations, including cleaning of work site. If for any reason a Contractor wishes to suspend operations, a request for

permission to do so shall be made in writing to the Commissioner. Such permission will only be granted for conditions beyond the control of the Contractor such as strikes, governmental regulations, severe shortage of building materials, fires, floods, or for other reasons authorized by the Commissioner.

When the official notice requires completion of the contract by a specific calendar date or a specified number of calendar/work days from date of order to proceed, all work including cleanup of the work site must be complete by that date. However, upon written request from the Contractor, an extension of time may be granted by the Commissioner due to conditions beyond control of the Contractor such as strikes, governmental regulations, severe shortage of building material, fires, floods, or for other reasons authorized by the Commissioner.

When a portion of the contract is required to be completed by a specific calendar date or within a specified number of calendar/work days, the per diem charge for inspection will be assessed for each work day beyond that date until the required portion is complete unless an extension of time has been granted.

The decision of the Commissioner shall be considered final in all matters pertaining to the necessity for inspection, the number of inspectors, and the granting of time extension.

2.5.12 Substitution of Materials

The Contractor may submit plans and specifications for a type of material other than those covered by the contract documents, provided they conform to requirements of the contract documents covering the particular type of material for which a substitute is proposed. In all cases, however, the plans and specifications for the proposed substitution must be approved by the Commissioner in writing.

In the event of such substitution, the Commissioner shall require from the Contractor a credit deduction from the contract amount equal to any saving in material cost resulting from use of the proposed substitute.

The name of the manufacturer and location of the plant shall be furnished together with the proposal for the use of any substitute.

CHAPTER 2.6.0
EXTRA WORK AND CREDITS

2.6.1 Revision of Plans

In case the Commissioner deems it advisable or necessary in the execution of the work to make any alteration which will increase or diminish the quantity of labor or material or the expense of the work, such alterations shall not annul or vitiate the contract nor release the Surety. The Contractor shall furnish the necessary labor, material, etc., to complete the work as altered within the time limit originally specified or as extended by the Commissioner. The difference in cost of the work so altered shall be added to or deducted from the amount otherwise due the Contractor, as the case may be, and shall be determined in accordance with the methods specified in this chapter.

2.6.2 Authority for Altered Work

No alteration in the work under the contract shall be made without a written order from the Commissioner. No verbal suggestion or order of any employee of the Department of Public Works or of any other person shall be construed as authorizing any claims on the part of the Contractor for extra compensation for labor, materials, or other items pertaining to such work, or for damages or any other expense because of the Contractor's compliance therewith.

Verbal orders and suggestions as to the performance of the work may be given from time to time by representatives of the Commissioner, but when, in the opinion of the Contractor, such orders or suggestions involve extra work for which added compensation should be received, a written order from the Commissioner authorizing such work shall be requested. In the event of any disagreement as to the amount of work involved under any authorized order for extra work, it is specifically agreed by all parties that the decision of the Commissioner shall be binding and conclusive.

2.6.3 Basis of Payment or Credit for Altered Work

The method of determining the basis of payment or credit resulting from such altered work shall be:

a) By the UNIT BID PRICE named in the proposal for like items of work.

b) By a SUPPLEMENTAL SCHEDULE OF PRICES stated by the Contractor in the proposal when such bids are requested and when the Unit Bid Price is not applicable.

c) By the predetermined FIXED UNIT PRICE contained in the "Supplemental Schedule" included in the contract documents when the Unit Bid Price is not

applicable or when a Supplemental Schedule of Prices bid by the Contractor was not required.

In the event that none of the three foregoing methods are applicable, the Commissioner reserves the right to employ any of the following methods:

d) By Unit Prices submitted by the Contractor and accepted by the Commissioner.

e) By a Lump Sum Price submitted by the Contractor and accepted by the Commissioner

f) By a Cost Plus 15% Basis. Cost is hereby defined as including the actual cost of labor, foremen over labor actually employed upon the extra work (time of foreman if engaged upon supervising other work to be prorated), labor liability insurance, the Contractor's payroll taxes, if any, and materials delivered upon and forming a part of the extra work, but excluding all administration and clerical expenses, all supervision and superintendence above foreman, and use and upkeep of small tools, plant and machinery and rent of storage yard. Prevailing rental rates on special tools and equipment and actual cost of special services will be allowed the Contractor without the above specified 15% added thereto.

2.6.4 Claims for "Cost Plus" Extra Work

Claims for such extra work shall not be considered unless the Contractor presents to the Commissioner's representative on the work an itemized statement in duplicate of the hours of labor, quantities of materials, etc., upon which payment is to be based. The Commissioner's representative shall verify such amounts and shall retain the original for the Commissioner and return the duplicate copy to the Contractor. The verification of such items by the Commissioner's representative shall not in itself be construed as authorization or acceptance of such claims. No claims will be considered until the original bills, receipts, or vouchers have been furnished to the Commissioner by the Contractor.

2.6.5 Time Limit for Filing Claims for Extra Work

Claims for extra work shall be filed at such intervals as directed by the Commissioner or as designated in the contract documents, but in all cases not later than five days after the Date of Completion.

Chapter 2.7.0
PROTECTION OF WORK

2.7.1 Protection of Work

During performance and up to completion date of work, the Contractor shall be under an absolute obligation to protect finished and unfinished work against any damage, loss, or injury, and in the event of such damage, loss or injury, the Contractor shall promptly replace or repair such work, whichever the Commissioner shall determine to be preferable. The performance of any work by City forces, when done in conjunction with work under the contract, shall not relieve the Contractor from full responsibility and liability.

2.7.2 Street Barricades, Signs, and Warning Devices

The Contractor shall be responsible for the erection and maintenance of all barricades, lights, and signs necessary for public safety and convenience in accordance with the specifications entitled "Minimum Requirements for Warning Devices to be Used for Work Performed in the Public Ways." In general, all hazards within the limits of the work or on detour around the work must be marked with well-painted, well-maintained barricades, reflectors, electric lights, flashers, and warning and directional signs in sufficient quantity and size adequate to protect life and property. These safeguards shall be moved, changed, increased, or removed as required during the progress of the work to meet changing conditions.

2.7.3 Street Barricades and Detour Signs

Whenever the Contractor shall have received a permit to close any street, alley, or public right of way to travel, the Contractor shall immediately upon the closing of such thoroughfare furnish, erect, and maintain substantial barricades across the streets, alleys, or property affected and shall furnish, post, and maintain detour signs thereon. Detour signs shall also be posted and maintained at immediately adjacent street and alley intersections for the convenience and guidance of traffic. The barricades and detour signs shall be illuminated by yellow lights throughout the night, or, when visibility is poor, detour signs shall conform to the standard detailed and shown in the specifications.

2.7.4 Flagpersons Required

Whenever the Contractor's operations obstruct or endanger a traffic lane and no marked detour has been provided, the Contractor shall furnish a flagperson to

direct traffic through or around the congested area. The Commissioner shall have the right to require additional flagpersons as may be deemed necessary.

2.7.5 Removal of Snow

The Contractor shall be responsible for immediate removal of snow from those sections of streets and/or alleys which the Contractor has obstructed.

CHAPTER 2.8.0
PROPERTY PROTECTION AND SANITATION

2.8.1 Protection of Work and Property - Emergency

a) The Contractor shall at all times safely guard City property from injury or loss in connection with this contract. Contractor shall at all times safely guard and protect the work site, and that of adjacent property, from damage. The Contractor shall replace or make whole any such damage, loss, or injury unless such be caused directly by the City.

b) In case of some emergency which threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Commissioner, in a diligent manner. The Contractor shall notify the Commissioner immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Commissioner for approval. The Commissioner's determination shall be final and conclusive.

c) Where the Contractor has not taken action but had notified the Commissioner of an emergency threatening injury to persons or damage to the work or any adjoining property, the Contractor shall act as instructed or authorized by the Commissioner.

2.8.2 Safeguarding Adjacent Buildings

Prior to commencing an excavation or tunnel in the immediate vicinity of any building or other structure, the safety of which may be endangered thereby, the Contractor shall comply with all requirements of applicable law. The Contractor shall serve the required notice upon the owner of such building or structure or the agent, naming the date of commencement of such work and allotting a reasonably sufficient length of time for the owner to take steps to protect the property. Throughout the course of the work adjacent to such property, the Contractor shall exercise due precaution and care and, at own expense, shall furnish and place such extra timbering, bracing, and sheathing as may be necessary to insure against the loss of ground adjacent to the excavation or tunnel and, when so indicated on the plans or when so ordered in writing, as an extra, by the Commissioner, shall leave such portions of timbering, bracing, and sheathing in place, as the Commissioner may direct. The Contractor must also take necessary precautions in the work operations to prevent the loss or settlement of such adjacent grounds and avoid the use of equipment which would tend to encourage such settlement or loss of ground.

2.8.3 Property Safeguards

The Contractor shall safeguard from and be solely responsible for all damage resulting from the work operations to water, gas, steam or drain pipes, street and building sewers, building services, catch basins, manholes, conduits, cables, hydrants, valve and stop boxes, light poles, street lighting cables and transformers, traffic signals, traffic and street signs, fire and police alarm boxes,

mail boxes, or any other privately or publicly owned existing installation or structure and the right-of-way structure of any steam or electric railway or railroad. The Contractor shall also safeguard from and be solely responsible for damage to pavements, sidewalks, curbs, gutters, trees, shrubbery, or lawns, except in such cases where the removal without replacement has been authorized in the contract documents or by the Commissioner. The cost of all safeguarding shall be included in the price bid for work under the contract.

2.8.4 Access to Properties

During the work the Contractor shall not shut off nor unnecessarily interfere with either pedestrian or vehicular access to property without the consent of the Commissioner.

2.8.5 Work in Private Right-of-Way

Whenever the work is to be prosecuted through private property for which the City has obtained a license or an easement, the Contractor shall abide fully with the terms of the license or the easement, a copy of which is on file in the Department of Public Works.

2.8.6 Statement from Easement Grantors

Before final payment will be made, the Contractor shall obtain and submit to the Commissioner a statement from the parties granting the license or easement, which statement shall be in the following form:

Date _____

Commissioner of Public Works,
City of Milwaukee:

The property owned by the undersigned has been left in a satisfactory condition, following the recent completion of construction work through such property, as described in the license or easement agreement permitting such work.

_____
(Witness) (Owner)

_____ by
(Witness) (Title)

2.8.7 Failure to Secure Statement

In case the Contractor is unable to secure the above statement, the Contractor shall inform the Commissioner of the reasons for failure to do so. The Commissioner or the Commissioner's representative shall then examine the site, and the Commissioner shall direct the Contractor to complete any work that may be necessary to satisfy the terms of the license or easement. Should the Contractor refuse to do the work, the Commissioner reserves the right to have it done by contract or force account and deduct the cost of same from monies due the Contractor, or the Commissioner may require the Contractor to furnish a bond in a sum satisfactory to the Commissioner to cover any legal claims for damages. When the Commissioner is satisfied that the work has been completed in compliance with the contract documents and the terms of the license or easement, the Commissioner reserves the right to waive the requirement of obtaining the statement, when the Contractor's failure to obtain such statement is due to the grantor's refusal to sign and this refusal is not based upon any legitimate claims that the Contractor has failed to fulfill the terms of the license or easement or when the Contractor is unable to find or undue hardship would be imposed to solicit the grantors.

2.8.8 Maintenance of Crosswalks and Gutters

Suitable pedestrian crossings, at least four feet in width, shall be provided and maintained by the Contractor as directed by the Commissioner. Gutters must not be obstructed at any time, and where it is necessary to cover them, a continuous pipe or timber drain ample to carry off the storm waters shall first be laid along the gutter, and such pipe or drain shall be kept open and free from obstructions.

2.8.9 Sanitary Regulations

The Contractor shall construct and maintain properly sheltered sanitary conveniences for the employees, and their use must be strictly enforced. When permission is granted to use the manholes of designated sewers for sanitary outlets, such manholes must be flushed and cleaned periodically and thoroughly cleaned when no longer in use.

2.8.10 Drainage

Drainage must not be obstructed at any time. When necessary, a continuous pipe or timber drain of ample capacity shall be laid to carry off the storm water. Such pipe or drain shall be kept open and free of obstructions.
All storm or ground water, which is to be removed from the site of the work, must be conveyed to an inlet of a storm or combined sewer, or when so approved by the Commissioner to some other point of disposal. All sanitary sewage must be

conveyed by closed pipe or hose to an inlet of a sanitary or combined sewer, or when so approved by the Commissioner, to some other point of disposal. Proper precautions shall be taken to prevent excessive quantities of clay, sand, or silt from entering existing sewers. All existing structures which are disturbed must be restored to a condition at least equal to their original condition and to the satisfaction of the Commissioner.

2.8.11 Access to Public and Private Underground Structures and Appurtenances

Free access must always be maintained to fire hydrants, fire alarm and police call boxes, water and gas gate valves, catch basins, sewer, water, Bureau of Traffic Engineering and Electrical Services, utilities, manholes, and appurtenances. Whenever free access to any such structure shall have been obstructed or interfered with during the progress of the work, the Contractor shall immediately remove, at the Contractor's own expense, such obstruction or interference.

2.8.12 Water Line Connections to Hydrants

The piping and fittings which the Contractor employs for connecting a water supply line to a City hydrant shall be equipped with a valve to be used in place of the regular hydrant valve which shall remain fully opened during usage. The fitting and valve assembly shall be watertight.

2.8.13 Traffic

The Contractor shall maintain vehicular traffic as specified in the contract documents or as otherwise directed by the Commissioner.

2.8.14 Emergency Maintenance and Protection

In the event it becomes necessary for the City to perform emergency maintenance and protection, which is the responsibility of the Contractor under the contract documents, the cost of such work shall be billed to the Contractor or deducted from the final payment if not paid.

CHAPTER 2.9.0
LEGAL RELATIONS

2.9.1 Laws and Regulations

The Contractor, the Contractor's agents, and employees, shall at all times observe and comply with all Federal laws, rules and regulations, statutes, codes, rules and regulations of the State of Wisconsin, and all applicable charter provisions, codes, regulations, and ordinances of the City of Milwaukee, all amendments thereto, and all the provisions of the contract documents, which in any manner affect the conduct of the work and all such orders or decrees as exist at the present and which may be enacted later of bodies or tribunals having jurisdiction or authority over the work. The Contractor shall protect and save harmless the City, its officers, and representatives, against any claim or liability arising from the violation of any such law, ordinance, code, rule, regulation, or order.

2.9.2 Assignment and Subletting

Any subcontracting of this agreement is mutually recognized by all parties only to the extent of its approval and acceptance by the Commissioner at the time of the award of this contract. The Contractor shall not subsequently assign this contract or any interest therein, nor subcontract the work or any part thereof, without written consent of the Commissioner having first been obtained. If the Contractor submits subsequent written request to the Commissioner for substitution(s) of listed subcontractor(s), the Contractor shall give the Commissioner written assurance that the Contractor will save the City harmless from any damages which may arise from litigation between the original subcontractor(s) and the Contractor as a result of such substitution(s). The decision of the Commissioner shall be final in determining consent for said substitution(s). It is incumbent upon the Contractor to notify the Surety of such consent granted by the Commissioner for said substitution(s).

If the Contractor shall so assign or subcontract without such consent, the Commissioner shall have the right to rescind this contract and to declare the same null and void or to re-let the work to some other competent party, thereupon adjusting and determining the damages to the City arising thereby, and the Contractor shall be liable to the City for such damages as the Commissioner shall so adjust and determine, which adjustment and determination thereof, shall be final and conclusive on the parties thereto.

The Contractor assumes full liability for all acts and omissions of any subcontractor or of anyone employed directly or indirectly by either said Contractor or any subcontractor, and this liability shall be in addition to any other legal liability of the Contractor. Neither the approval nor endorsement of the Commissioner nor

anything contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the City.

Consent to the assignment or subletting of this contract or of any part thereof or any alterations which may be made in the terms of this contract or in the work to be done under it or the granting of any extension of time for the performance of the contract or any other forbearance on the part of either the Commissioner or Contractor to the other shall not in any way release the Contractor or Surety or their heirs, executors, administrators, successors, or assigns from their liability hereunder.

The Contractor, to the extent practicable, shall maintain a list of all subcontractors and suppliers performing work or furnishing materials under each formal contract. This list must be submitted to the Commissioner upon request.

2.9.3 Patents and Trade Secrets

The Contractor shall hold and save the City and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for or on account of any patented or unpatented invention process, article, or appliance manufactured or used in the performance of the contract, including its use by the City, unless otherwise specifically stipulated in the contract documents.

If the Contractor uses any design, device, or materials covered by letters, patent or copyright, the Contractor shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device, or material. It is mutually agreed and understood, that without exception, the contract prices shall include all royalties or costs arising from the use of such design, device, or materials, in any way involved in the work. The Contractor and/or Contractor's Sureties shall indemnify and save harmless the City from any and all claims for infringement by reasons of the use of such patented or copyrighted design, device, or materials or any trademark or copyright in connection with work agreed to be performed under this contract and shall indemnify the City for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after the completion of the work.

License and/or Royalty Fees for the use of a process which is authorized by the City must be reasonable and paid by the Contractor to the holder of the patent or authorized licensee.

2.9.4 Liens and Taxes

Any and all taxes and license or permit fees imposed by the Federal, State, and local municipalities are the sole responsibility of the Contractor. Any and all liens or claims of damages which may be chargeable to the Contractor are the sole

responsibility of the Contractor. Commissioner reserves the right to withhold a sufficient amount from the contract payment to indemnify the City against such liens or claims of damages.

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that the Contractor has good title to all materials and supplies used in the work, free from all liens, claims, or encumbrances.

2.9.5 Sales Tax

The City is exempt from Wisconsin Use, Sales Tax, and the .5% County Tax. Bidders, therefore, shall not add sales tax to their proposals when bidding to the City but shall include in their lump sum bids only the sales tax they will be required to pay directly as a consumer when obtaining materials, etc., to fulfill the contract requirements should they be the successful bidder.

2.9.6 Protection Against Liability

Contractor covenants and agrees that Contractor shall save and indemnify and keep harmless the City against all liability, judgments, costs, and expenses, which may in any way come against the City in consequence of the granting of the contract, or which in anyway results from the carelessness or neglect of the Contractor or the agents, employees, or workers of the Contractor or Subcontractors in any respect whatever, and in every such case where judgment is recovered against the City by reason of the carelessness or negligence of the Contractor or the Contractor's agents, employees or workers, or Subcontractors, such judgments shall be conclusive against the Contractor, not only as to the amount of damages, but as to Contractor's liability to the City.

2.9.7 Liability and Insurance

The Contractor shall be responsible for and shall save the City harmless from, and defend the City against all liability for damages occasioned by the digging up, use or occupancy of the street, alley, highway, public grounds, and private grounds, or which may result therefrom or which may result in any way from the negligence or carelessness of the Contractor, the Contractor's agents, employees, workers, by reason of the elements, unforeseen or unusual difficulties, obstructions, or obstacles encountered in the prosecution of the work, and they shall indemnify the City for and save it harmless from all claims and liabilities, actions, causes of action, and liens for materials furnished or labor performed in the construction or execution of the work and from all costs, charges, and expenses incurred in defending such suits or actions and from and against all claims and liabilities for

injury or damage to persons or property emanating from defective or careless work methods, or from and against all claims or liabilities for royalties, license fees, actions, suits, charges, and expenses or damage from infringement for reason of the use of any invention or improvement in tools, equipment or plant or any process, device or combination of devices used in the construction of the work.

Each Prime Contractor must furnish to the City of Milwaukee, prior to the start of work, certificates of insurance which confirm that the Prime Contractor has the types and amounts of insurance referenced in Sections (a) through (d). The Prime Contractor shall require all of its subcontractors to carry the same types and amounts of coverage as required of the Prime or may instead provide the coverage for any or all subcontractors. The Prime Contractor is fully responsible for assuring subcontractor compliance with all the insurance requirements specified herein.

a) WORKER'S COMPENSATION AND EMPLOYEES LIABILITY

Coverage Amounts

Worker's Compensation		Statutory
Employer's Liability		
Bodily Injury by Accident	each accident	$100,000
Bodily Injury by Disease	each employee	$100,000
Bodily Injury by Disease	policy limit	$500,000

To Include

Other state's coverage
United States Longshoremen and Harbor
Worker's Endorsement (Required only when the contract Involves work on navigable bodies of water)

b) COMMERCIAL GENERAL LIABILITY

Limits of Liability

Bodily Injury/Property Damage	each occurrence	$1,000,000
	general aggregate	$1,000,000
	products/completed Operations aggregate	$1,000,000
Personal Injury	aggregate	$1,000,000

To Include

Occurrence form
Premises/operations coverage
Products/completed operations coverage including extension of coverage for two (2) years after acceptance of work by the City of Milwaukee
Independent contractors (Owners/Contractors Protective) coverage
Contractual liability for risks assumed in this agreement
No exclusion for explosion, collapse, or underground occurrences

c) AUTOMOBILE LIABILITY

Limits of Liability

Bodily Injury/Property Damage	each accident	$1,000,000

To Include

Coverage on all owned, non-owned, and hired vehicles

d) UMBRELLA LIABILITY

Limits of Liability

Personal Injury/Property Damage	each occurrence	$2,000,000
	aggregate	$2,000,000

To Include

Occurrence form
First dollar defense coverage
Insuring agreement which will provide excess protection to the primary coverages

For coverages referred to in section 2.9.7.(b), (c), and (d), the City of Milwaukee shall be named as an additional insured.

The worker's compensation and employers liability certificate should confirm that thirty (30) days notice of cancellation must be provided. For all other insurance coverages referenced above, sixty (60) days notice of cancellation must be provided.

A separate certificate need not be filed if the Prime Contractor has a current certificate on file with the City of Milwaukee. It is the responsibility of the Prime Contractor to make this determination and to provide evidence of coverage if a previous certification has been filed. No Prime Contractor or Subcontractor shall perform any work under the contract after a certificate has expired or been canceled unless a new or

renewal certificate is provided prior to the expiration or cancellation date of the previous certificate. The Prime Contractor shall have the responsibility of ensuring that valid certificates are on file for itself and all Subcontractors it plans to use.

2.9.8 Performance Bond and Payment Bond

For all Public Works contracts over $25,000, the contractor is to submit to the Commissioner, prior to or at the time of execution of the contract, a performance bond and a payment bond in an amount equal to 100% of the Contract price. For contracts of $10,000 or more, but not over $25,000, the contractor may be requested, in lieu of 100% bonds, to provide an irrevocable letter of credit or a performance bond and a payment bond in an amount equal to 50% of the contract price. The bonds required on any contract will be based on the estimated contract amount and will be specified in the bid specifications. All bonds must be executed by a surety company authorized to do business in the State of Wisconsin and must be accompanied by a Power-of-Attorney for the Attorney-in-Fact. The performance bond and the payment bond must be submitted as separate instruments. The performance bond shall also cover all work required under the guarantee provisions of the contract.

2.9.9 Unforeseen Delay

If the City is prohibited or enjoined from proceeding with the work or from authorizing its prosecution, either before or after its commencement, by reason of any litigation or otherwise, the Contractor shall not be entitled to any damages by reasons of the delays thereby caused, except for the actual cost of protection of such work as the Contractor may have underway for the cost of removal and replacement of such tools, plant, and materials, as the Contractor may have delivered upon the work site, and such cost is to be determined by the Commissioner. The time of completion may be extended for such time, as in the judgement of the Commissioner, shall be equal to the aggregate delay.

2.9.10 Default, Neglect, or Delay Shall Not Render the City Liable

The default, neglect, or delay of any other Contractors, or the extension of time to any of them by the City for the completion of their work, shall not render the City liable to the Contractor or its Surety nor relieve them or either of them in any manner or sum whatsoever.

2.9.11 Termination of Contract for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination, specifying the effective date thereof, at least five (5) days before the effective date of such termination. The City may relet the work to be performed under this Contract to some other competent party, or employ persons and secure material for the completion of same, and charge the costs thereof to the Contractor. In such event, all finished or unfinished work accomplished by the Contractor under this Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City from the Contractor is determined.

2.9.12 Termination for Convenience of the City

The City may terminate this Contract at any time for any reason by giving at least ten (10) days notice in writing to the Contractor. If the Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the work actually performed bears to the total work of the Contractor covered by this Contract, less payments of compensation previously made. However, if less than sixty percent (60%) of the work covered by this Contract has been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under the Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the work covered by this Contract.

2.9.13 Collusive Agreements - Prohibited

Each bidder submitting a bid for any portion of the work contemplated by the documents on which bidding is based shall execute, and attach thereto, an affidavit substantially in the form provided to the effect that the bidder has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted and also include therein compliance with Sec. 3.29, Milwaukee City Charter, such forms of affidavit being on file in the office of the

Commissioner.

Before executing any subcontract, the successful bidder shall submit the name of any proposed subcontractor for prior approval and a non-collusive affidavit substantially in the form provided.

2.9.14 Progress Payments

If the Contractor shall proceed properly and with diligence to perform and complete this contract, the Commissioner may, from time to time as the work progresses, grant to the Contractor a payment for the estimated amount already earned, reserving five percent thereof, except that at any time after fifty percent of the work is completed and the Commissioner finds that satisfactory progress is being made, remaining progress payments may be paid in full, which shall entitle the holder thereof to receive the amount due thereon, when the conditions, if any, annexed to such estimate shall have been complied with, and that a payment may be granted by the Commissioner for any fabricated or manufactured materials and 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. The granting of any such estimate shall not be construed as an acceptance of the work or any portion thereof. Generally, payments will be made not more than once a month or for less than $5,000.

Nothing herein shall prevent the Commissioner from withholding additional retainage if work on the project is not satisfactory. In no event, however, shall more than ten (10) percent of the value of the work completed be retained.

For contracts involving $10,000 or more, the City reserves the right to pay the Contractor with checks that are made payable to the Contractor and one or more subcontractors.

2.9.15 Final Payment

Upon the completion of the work by the Contractor pursuant to the terms of this contract and according to the contract documents and the true intent and meaning of this contract and after the acceptance of the work by the Commissioner, the City shall pay the Contractor, subject to any retainer or guarantee provisions in the contract documents, any balance then remaining due and payable by the terms of this contract.

Final payment may be withheld if prevailing wage statements are not filed or if there is noncompliance with requirements concerning the hiring of residents,

disadvantaged businesses and apprentices. If these deficiencies are not satisfied within one (1) year of completion of the work, the department, following a final notification to the prime contractor, may close out the contract account and retain the contract proceeds permanently.

All monies paid or owed by the City to the Contractor shall be and constitute a trust fund, in the hands of the Contractor only, to the amount of all claims due and to become due or owing from the Contractor for lienable labor and materials until all such claims have been paid. The using of such monies by the Contractor for any other purpose until all such claims have been paid is, as declared by Section 779.02(5), and 779.16 Wisconsin Statutes, punishable as therein provided by law.

2.9.16 Final Payment to Terminate Liability of City

a) The acceptance by the Contractor of the "Final Payments" provided for in the contract shall operate as, and shall be, a release to the City and its representatives from all claims by the Contractor for anything done or furnished for or relating to the work or for any act or neglect of the City or of any person relating to or affecting the work.

b) It is the City's policy to pay all invoices within 30 days. If the City does not make payment within 45 days after receipt of properly completed supporting payment and other required contract documentation, the City shall pay simple interest beginning with the 31st calendar day at the rate of one percent per month (unless the amount due is subject to a good-faith dispute and, before the 45th day of receipt, notice of the dispute is sent to the contractor by first-class mail, personally delivered, or sent in accordance with the notice provisions in the contract). If there are subcontractors, consistent with s.66.0135(3), Wis. Stats., the prime contractor must pay the subcontractors for satisfactory work within seven days of the contractor's receipt of payment from the City of Milwaukee, or seven days from receipt of a properly submitted and approved invoice from the subcontractor, whichever is later. If the contractor fails to make timely payment to a subcontractor, the contractor shall pay interest at the rate of 12 percent per year, compounded monthly, beginning with the 8th calendar day. Reference Common Council File No. 101137 adopted January 2011.

2.9.17 Time for Completion

The time specified for the completion of the work is of the essence of this contract, and the Contractor shall not be entitled to claim performance of this contract unless the work is satisfactorily completed in every respect within the time herein specified.

2.9.18 Contractor/City Relationship

The relation of the Contractor to the City is and shall be that of an independent Contractor.

2.9.19 Special Conditions - Federally-Aided Projects

Any special conditions relating to contracts involving the Economic Development Administration (EDA), the Department of Housing and Urban Development (HUD), or federally-assisted projects are subject to the special conditions attached hereto, which special conditions insofar as inconsistent with the provisions and general conditions heretofore stated shall be controlling.

2.9.20 Assignment of Payments

All monies payable under the contract, or any part thereof, will be paid to the contractor in accordance with the provisions of this section, and no assignment or order executed by the contractor directing payment of any portion or all of such funds to any other person or persons will be recognized by the City unless such assignment or order is given and shall have attached thereto, by endorsement or otherwise, the consent of the surety, and any designated assignee. No such assignment or order shall be binding on the City.

2.9.21 Records

Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et.seq*. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this Agreement.

2.9.22 Audit

Audits and Inspections. At any time during normal business hours and as often as the City, or if federal or state grants or aids are involved, as the appropriate state or federal agency may deem necessary, there shall be made available to the City or such agency for examination all of its records with respect to the matters covered by this Contract and the Contractor shall permit the City or such agency and/or their representatives and agents to audit, examine, and make excerpts or

transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions or employment, and other data relating to all matters covered by this contract.

Special Conditions - Federally-Aided Projects

In carrying out this contract for these services, Contractor must comply with all of the following requirements, listed herein as requirements for the "recipient" and/or the "Cooperative Agreement Recipient (CAR)":

STATUTORY REQUIREMENTS

In carrying out this agreement, the recipient must comply with:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
- The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.

If the recipient is conducting an education program under this agreement, it must also comply with:

- Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:

- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

REGULATORY REQUIREMENTS

The recipient agrees to comply with all applicable EPA civil rights regulations, including:

- For Title IX obligations, 40 C.F.R. Part 5; and
- For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.
- As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

TITLE VI - LEP, Public Participation and Affirmative Compliance Obligation

- As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to

provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "*Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons.*" The guidance can be found at http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pd

- If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf.

- In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

A. Federal Policy and Guidance

1. a. Cooperative Agreement Recipients: By awarding this cooperative agreement, EPA has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2013 competition for Brownfields cleanup cooperative agreements. However, the CAR may not expend ("draw down") funds to carry out this agreement until EPA's award official approves the work plan.

   b. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k). The CAR shall also ensure that cleanup activities supported with cooperative agreement funding comply with all applicable Federal and State laws and regulations. The CAR must ensure cleanups are protective of human health and the environment.

   c. The CAR must consider whether they are required to conduct cleanups under a State or Tribal response program. If the CAR chooses not to participate in a State or Tribal response program, then the CAR is required to consult with the Environmental Protection Agency (EPA) to ensure the proposed cleanup is protective of human health and the environment.

   d. If the State or Tribe does not have a promulgated Response Program, then the CAR is required to consult with the EPA to ensure protectiveness of human health and the environment.

   e. A term and condition or other legally binding provision shall be included in all agreements entered into with the funds, or when funds awarded under this agreement are used in combination with non-Federal sources of funds, to ensure that recipients comply with all applicable Federal and State laws and requirements. In addition to CERCLA § 104(k), Federal applicable laws and requirements include:

   f. Federal cross-cutting requirements including, but not limited to, MBE/WBE requirements found at 40 CFR 33; OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC § 327-333) the Anti Kickback Act (40 USC § 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

   g. The CAR must comply with Davis-Bacon Act prevailing wages for all construction, alteration and repair contracts and subcontracts awarded with EPA grant funds.

Specifications

Department of Public Works
Official Notice #66

Century City Redevelopment Project – Area A
Site Clearance, Environmental Remediation, and Preliminary Site Preparation
2725 West Hopkins Street,
Milwaukee, WI

Technical Specifications

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SECTION 00100: INSTRUCTIONS TO BIDDERS

See also Instructions to Bidders in the “General Specifications”, Wisconsin, dated January 31, 1992, and all subsequent addenda.

BID FORM:

Submit cost for each unit price for the work as indicated and specified herein, complete in every respect. Then calculate total cost for unit item by multiplying the unit cost by the quantity listed. Bid will be awarded on the basis of the BASE BID TOTAL.

Bids will not be accepted in any form except on the bid form included with this project manual.

The contractor must recognize and abide by the right of the Owner (City of Milwaukee, the Redevelopment Authority, Century City Redevelopment Corporation, or its authorized representative(s)) to accept or reject any or all bids in the best interests of the Owner.

BID EVALUATION:

BASE BID TOTAL defined as the total sum of the total calculated unit costs. Contract award will be based on calculated BASE BID TOTAL

CONTRACT AWARD:

The Commissioner of Public Works will award the contract on the basis of the BASE BID TOTAL only.

SITE VISIT:

All contractors shall visit the site (per the MANDATORY walkthrough referenced herein), consult the drawings and project manual, be familiar with the work of other contractors and determine for himself all conditions affecting the work.

Failure by a contractor to be familiar with the project shall not release him from any obligation under this contract to complete the work in strict conformity with the plans and project manual and all City, State and Federal Codes or regulations pertaining to the work.

CONSTRUCTION START AND COMPLETION DATES

The start and completion dates of the contract are stated in the Specific Official Notice. DPW will issue a written Notice to Proceed to the Contractor to commence work on the project.

BASE BID EXCLUSIONS:

N.A. All work is to be performed under this contract.

ADDITIONAL PLANS/PROJECT MANUALS

The successful contractor will be responsible for furnishing all additional copies of plans, project manuals, addenda, etc., as may be needed by the contractor and subcontractors. The City will cooperate by making originals available to the contractor/s printer of choice.

SECTION 00700: GENERAL CONDITIONS

1. SCOPE:

A. Index:

1. Scope
2. DPW General Specifications
3. Definitions
4. Control of Work and Materials
5. Samples and Tests
6. Project Coordination
7. Supervision of Work
8. Technical Specifications and Drawings
9. Safety Regulations
10. Code Rules
11. Liability Release

2. General Specifications:

Attached are the Provisions of the Department of Public Works General Specifications dated January 31, 1992, and subsequent addenda except as may be modified or expanded upon in this project manual that shall apply to all contractors and subcontractors working on the project.

3. Definitions:

A. Owner: City of Milwaukee, Redevelopment Authority, Century City Redevelopment Corporation, or its authorized representative.

B. Facilities Manager: .Project Manager or authorized representative

C. Project Inspector: The authorized representative of the Commissioner assigned to make detailed inspection of any or all portions of the work and materials thereof. These inspections are not a substitute to those required by the Department of Neighborhood Services for permit and code compliance.

D. Addenda: Written or graphic instruments issued prior to the execution of the contract which modify or interpret the bidding documents; including drawings and project manual by additions, deletions, clarifications or corrections. Addenda will become part of the contract documents when the contract is executed.

E. Contract Drawings: Drawings of the work of this project

F. Wage Rate: Sum of hourly basic rate plus hourly fringe benefits for Trade or Occupation. Davis Bacon Wage Rates issued by the Federal Department of Labor is part of this Project Manual. See attached wage decision.

4. Control of Work and Materials:

A. Detail and Shop Drawings: Shop drawings and other additional drawings which may be required for each contract of the work shall be prepared by each respective contractor unless otherwise directed by the Project Facilities Manager or authorized representative. Prints shall be the same size as contract documents when practical. Prints of each drawing shall be submitted to the Project Facilities Manager or authorized representative for approval before proceeding with the work. Changes ordered by the Project Facilities Manager or authorized representative shall be made and revised prints submitted as above. The Project Facilities Managers or authorized representative approval of drawings shall not relieve the contractor of responsibility for errors.

B. Primary Lines and Grades: The City of Milwaukee will established will establish a benchmark, with a relative elevation, within close proximity to the site. Once established by the City, the contractor shall preserve all points and benchmark as long as needed during construction. The contractor will bear all costs associated with re-establishing points and benchmark.

C. Construction Lines and Grades: The contractor must bear sole responsibility for the correct transfer of all construction lines and grades from the primary lines and grades points. He shall take such measurements from existing work as may be necessary to insure the proper construction of his work.

D. Material Orders and Shipping Statements: The contractor shall furnish to the Facilities Manager at least two (2) copies of all material orders and shipping statements. Itemized weights of the materials and individual units of finished work shall be shown.

E. Weighing of Materials and Fabricated Units: The weighing of materials and fabricated units such as structural steel, casings, etc., when required, shall be done in the presence of the Commissioner's representative. The contractor shall be responsible for the satisfactory weighing of such materials and units.

F. Consignment and Delivery of Materials: The materials for the work shall be consigned to the contractor and he shall be responsible for the delivery of all materials required for the completion of the contract

5. Samples and Tests:

A. Method of Sampling: Samples of the materials proposed or furnished for the work may be taken by the Commissioner at any time; at the point of manufacture, point of delivery or site of work. They will be selected, as far as practicable, in accordance with standard methods of sampling such materials as specified in the standard of the American Society for Testing Material. All sampling shall be done by authorized representatives of the Commissioner. Selections will be in an orderly and systematic manner, insuring samples representative of the lot

B. A.S.T.M. Standards: Wherever the abbreviation A.S.T.M. is used in connection with the number of a standard specification, the specification referred to shall be the Standard of the American Society for Testing Materials, designated by that number, including all revisions in effect on the date of award of the contract. Should a revised or amended standard be issued by the American Society for Testing Materials which, in the opinion of the Commissioner, conflicts with or causes undesirable changes in the standards referred to herein, the Commissioner reserves the right, by means of addenda to the project manual, to continue under the provisions of the pertinent standard referred to herein.

C. Cost of Test Specimens and Samples: All test specimens of metals and all samples of non- metals required for tests shall be furnished by the contractor without cost to the City.

D. Costs of Tests: All tests on test specimens of metals will be made at the expense of the contractor and the original test on samples of non-metals will be made at the expense of the City. In all cases, the testing procedure will be in accordance with the applicable Standard A.S.T.M. tests for such materials. Subsequent tests of non-metals requested by the contractor, when such tests are permitted by A.S.T.M. Specifications and approved by the Commissioner or subsequent tests ordered by the Commissioner will be made at the expense of the contractor.

6. Project Coordination:

A. Contractors are required, so far as possible, to arrange work and to dispose of materials so as not to interfere with the work or storage of materials of other contractors or City forces engaged upon the work. Contractors will coordinate with the Project Manager or authorized representative prior to storing any materials and/or equipment on the site.

B. Contractors shall give full cooperation to other trades and furnish any information necessary to permit the work of all trades to be installed satisfactorily and with the least possible interference or delay.

C. Where the work of a contractor will be installed in close proximity to the work of other trades, or where there is evidence that the work of a contractor will interfere with the work of other trades, he shall assist in working out space conditions to make satisfactory adjustments.

D. If a contractor installs work before coordinating it with other trades or so as to cause interference with work of other trades, he shall make necessary changes in his work to correct the condition without extra charge.

E. Contractors are required to join their work to that of others in a proper manner, and in accordance with the spirit of the plans and project manual, and to perform the work in the proper sequence in relation to that of other contractors, and as may be directed by the Project Inspector.

7. Supervision of Work:

A. Contractors shall furnish the services of an experienced engineer or superintendent, hereinafter referred to as “Supervisor.”

B. The Supervisor shall be constantly in charge of the installation of the work together with all subcontractors, skilled workers, helpers, and labor required to unload, transfer, erect, connect up, adjust, start, operate, and install roofing and gutter materials.

C. The Supervisor shall be thoroughly acquainted with and be responsible for the various subcontractors' work so that it is properly coordinated and supervised to the satisfaction of the Project Manager or authorized Commissioner of Department Public Works (DPW) or his representative.

D. Upon written notice to a contractor of the lack of such coordination and supervision, the Project Facilities Manager or Commissioner of DPW may authorize such services as may be required and deduct the cost of this service at an hourly rate of $60.00 per hour per worker from the contract for the work.

8. Technical Specifications and Drawings:

A. Governing order of Contract Documents:

1. The following provision modifies DPW General Specifications Item 2.1.3.1: Anything mentioned in the Technical Specifications and not shown on the drawings or shown on the drawings and not mentioned in the Technical Specifications, shall be as if shown on or mentioned in both. In case of difference between drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in drawings or Technical Specifications, the matter shall be immediately submitted to Project Facilities Manager or authorized representatives of the Commissioner for decision. Said discrepancy shall be adjusted by the contractor.

B. All contractors shall have complete sets of plans and project manuals on the job site at all times.

9. Safety Regulations:
All work shall be done in accordance with the safety requirements administered by referenced in the international Building Code, as adopted and amended by the State of Wisconsin and OSHA.

10. Code Rules:
The rulings, regulations and laws as applicable, including, but not limited to the following, shall be complied with in the completion of this project:

International Building Code, as amended and adopted by the State of Wisconsin
Wisconsin Department of Health Services
Plumbing and Drainage Codes of the City of Milwaukee
Ordinances of the City of Milwaukee
National Board of Fire Underwriters
OSHA
N FPA
FAA
NEC
IEEE
UL

11. Liability Release:
The successful contractor must be willing to sign the liability release attached to this Bid. (Upon award of the contract, all workers assigned to provide services under this contract will be required to sign a similar liability release.)

SECTION 01 10 00
SUMMARY OF WORK

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. All of the Contract Documents including General Specifications, General Requirements, Drawings and Attachments apply to the Work in this Section and are hereby made part of this Section.

B. The documents in Appendix A through Appendix D of the Specifications.

1.02 DESCRIPTION OF WORK

A. The work under this contract consists of the following:

1. Complete clearing of the site within the Project Limits and preparation of the site to facilitate new construction at the site. The Work is to be completed in strict accordance with the Contract Documents and applicable regulations. The Work is summarized (though not completely) below:
    a. Complete removal and disposal, at designated location on site, of all concrete pavement materials. Concrete pavement thickness varies between 6-inches and 13-inches. Environmental boring logs included for reference in Appendix B.
    b. Complete removal and disposal of all asphalt pavement materials at designated on site location.
    c. Complete removal and disposal of all light poles and attached components.
    d. Complete removal and disposal of all railway lines and components including ties and supporting structures.
    e. Complete removal or removal to a minimum depth of 10’-0” of all building substructures or other buried structures including, but not limited to, foundation walls, footings, pile caps, piles or slabs.
    f. Complete removal of all abandoned utilities, regardless of depth, including sanitary and storm sewers and appurtenant structures and abandoned water and gas pipelines and appurtenant structures. Contractor shall make utility terminations as shown on the drawings.
    g. Loading and hauling of topsoil from within the Project Limits to a stockpile on the Century City Project Area B.
    h. Loading and hauling of earth fill material from a stockpile within the Project Limits to the southern edge of the Project Limits.
    i. Excavation, spreading, compacting, and grading fill material and general site grading.
    j. Complete removal and disposal of a wood-framed shed, including superstructure, floor slab and retaining structure. See “White Shed Targeted Asbestos Sampling”, in Appendix B, for characterization of the shed materials.

1) The roofing material on the shed has not been tested for asbestos but should be assumed to contain asbestos.

k. Complete removal of all traffic barriers including guard rails and Jersey barriers

1) Contractor shall protect the site security fence during the removal of the traffic barriers.

2) Contractor shall remove the Jersey Barriers from the Project site and place them at a storage location, to be identified by the City, on the Century City site.

l. Removal of the chain link fence adjacent to the western boundary of the Project Site.

n. Soil erosion and dust control.

o. Contaminated soil removal and disposal at approved landfill.

2. All Work shown on the Drawings or included in the Specifications, except for Work specifically indicated as "not in contract" or "Work by Others"

3. All temporary facilities and utilities required to execute the Work.

4. All necessary coordination and cooperation with utility companies, City agencies, regulatory agencies and other Owner's contractors working within the Project Limits or who are impacted by or will impact the Work within the Project Limits.

5. Restoration to its original condition of any facilities of items, not included in the Work, that are damaged as a result of activities related to the Work.

1.03 WORK BY OTHERS

A. Removal of the power lines and the supporting poles will be performed by Others. The Contractor will however be required to coordinate and cooperate with the power line and pole removal contractor to minimize conflicts.

B. All work noted as "by Others" in the Drawings or Specifications.

1.04 WORK NOT INCLUDED IN CONTRACT

A. Work mentioned in the Drawings and Technical Specifications as not being a part of this contract.

B. Installation of new chain link fence.

1.05 WORK SEQUENCE

A. Contractor shall sequence the Work so that all work within the Project Limits, north of the northern edge of the concrete pavement is completed within 30 days after the Notice to Proceed.

B. Contractor shall construct the Work in a sequence that efficiently accommodates all of

the Work requirements of the Contract Documents. The Contractor shall be wholly responsible for sequencing the work and shall submit a work sequence plan to the Owner for approval, prior to commencement of the Work.

C. Contractor shall sequence the Work to coordinate with work being done by Others.

1.06 CONTRACTOR'S USE OF THE PREMISES

A. The Contractor shall submit, for Owner approval, documents indicating the proposed location of storage, staging, site office and other operations.

B. The Contractor's use of the site, including the areas approved by the Owner for Contractor's use, is limited by:

1. The Owner's right to perform work, employ separate contractors to perform work and to provide access to the Owner's visitors at Owner's convenience.
2. Regulatory requirements for use of public thoroughfares adjoining the Work site.

1.07 SITE CLEANING

A. Contractor shall keep the site clean of rubbish, in accordance with the General Conditions and applicable regulations, throughout the duration of the project.

B. Maintain the site in a manner to comply with codes, ordinances, regulations, and anti-pollution laws.

1. Provide approved on-site containers for the collection of waste materials, debris, and rubbish.

C. Remove waste materials, debris, and rubbish from the site at the end of the Work and dispose of in a legal manner away from the site.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01 29 73
SCHEDULE OF VALUES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. All of the Contract Documents, including General Specifications and Drawings, apply to the work of this Section.

B. This Section contains general information that applies to all work performed under the Contract and is inherently made a part of each specification section.

1.02 SCOPE OF WORK

A. The work of this Section consists of the procedural requirements for the submission of the following documents and items:

1. Schedule of Values allocated to the various portions of the Work.
2. Schedules of Values shall be submitted to the City when requested.

1.03 COORDINATION

A. The Contractor is to coordinate preparation of Schedule of Values with preparation of construction schedule.

B. Line items in Schedule of Values shall be correlated with other required administrative schedule and forms, including the following:

1. Contractor's construction schedule.
2. Application for payment form.
3. List of Subcontractors.
4. Schedule of Allowances.
5. List of products.
6. List of principal suppliers and fabricators.
7. Schedule of submittals.
8. List of Approved Change Orders.

1.04 FORM, CONTENT AND APPROVAL

A. Prepare Schedule of Values on AIA Document G702 and G703, latest editions, or as directed by City.

B. Include the following Project identification on Schedule of Values.

1. Project name and location.
2. Name of City.
3. City's Project number.

4. Contractor's name and address
5. Contractor's Project number.
6. Contract date.
7. Date of submittal.
8. Payment Application Number.

C. List the unit price and total installed value of the component parts of the work in sufficient detail to serve as a basis for computing values for progress payments during construction.

1. The Schedule of Values shall conform to the following:
   a. Include a directly proportional amount of the Contractor's overhead, profit, taxes, and other related costs in each item. Temporary facilities and other major cost items that are not direct cost of actual work-in-place shall be distributed as overhead expense.
   b. For items on which progress payments will be requested for stored materials, break down value into the following and assign the value to the appropriate cost code:
      1) The cost of the materials, delivered and unloaded, with taxes paid.
      2) The total installed value, less the cost of materials.
   c. The sum of all values listed in the schedule shall equal the total Contract Sum. Round all values to the nearest dollar.
   d. For unit cost Allowances, show line item value of unit cost Allowance as the product of unit cost times measured quantity as estimated from best indication in Contract Documents.
   e. Indicate the percentage complete, previous payment request, current payment request, and amount remaining for each item.
   f. The City or its Agent and City reserve the right to request further breakdown of costs or to add additional categories for payment as the Work progresses.

2. Update and resubmit Schedule of Values when Change Orders or Construction Change Directives result in a change in Contract Sum.

3. Contractor shall revise the Schedule of Values as requested by the City or its Agent.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01 31 19
PROJECT MEETINGS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. All of the Contract Documents including the General Specifications and General Requirements apply to the work in this Section.

1.02 SCOPE OF WORK

A. The City will conduct project meetings in which the Contractor is required to participate and make available the appropriate personnel. These meetings include, but are not limited to the following:

1. Pre-construction Project Meeting.
2. Project Progress Meetings.
3. Other Project Meetings.

1.03 PRE-CONSTRUCTION PROJECT MEETINGS

A. The City will schedule a pre-construction meeting within 5 days of issuance of the Notice to Proceed, to be attended by all project managers, Contractor's field superintendent other representatives of the Contractor and their major subcontractors. Prior to this time, Contractor shall make specified pre-construction submittals including the following:

1. Typed list of Contractor's sub-contractors, consultants and personnel, with names, titles, addresses, email addresses, and telephone numbers. Indicate at least two personnel who shall be the emergency contacts for the Project. Provide landline and mobile telephone information for the emergency contacts.
2. Contractor’s site specific health and safety plan.
3. Typed list of the submittals required for the work as indicated in the individual Specification Sections, including a schedule for the submittals.
4. Certificates of insurance.
5. Schedule of Values.
6. Permits.
7. Specified bonds.
8. Erosion control implementation plan.
9. Dust control plan

B. The pre-construction meeting agenda shall include the following:

1. Communication lines between all parties including written, electronic and verbal means.
2. Processing applications for payment, including the format, schedule of

values, frequency of applications, retainage, and other administrative requirements.

3. Processing and distribution of submittals.
4. Maintenance of as-built and record documents.
5. Procedure for field changes, change estimates, change orders, etc.
6. Site security.
7. Meeting schedule.

1.04. PROJECT PROGRESS MEETINGS

A. The City will conduct progress meetings at the Project site at regularly scheduled intervals to address matters related to the Work including but not limited to, safety, schedule, cost, changes and issues. The Contractor shall at least have its project manager present at these meetings.

1.05. OTHER PROJECT MEETINGS

A. The City will conduct other project meetings, at any time, as required, in its judgment, to achieve the project objectives. These meetings could include, but are not limited to: coordination meetings, issue meetings, project payment meetings and substantial completion and completion meetings.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01 33 00
SUBMITTALS AND REQUESTS FOR INFORMATION

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. All of the Contract Documents, including General Specifications, Specifications, Appendices, Attachments and Drawings.
   1. This Section contains general information that applies to all work performed under the Contract and is inherently made a part of each specification section.

1.02 SUMMARY OF WORK

A. The Scope of Work in this section includes, but is not limited to, the following:
   1. Product Data and Samples.
   2. Project schedule.
   3. Work logistics and plans.
   4. Manufacturer's certificates.
   5. Construction photographs.
   6. Contractor's Request for Information (RFI).
   7. Any information needed to complete the Work.
   8. Worker certifications
   9. Contaminated/hazardous material disposal manifests
   10. Soil compaction test results
   11. Dust Control Plan
   12. As-built drawings.

1.03 PRODUCT DATA AND SAMPLES

A. Required Submittals: Submit shop drawings, product data, initial selection samples, verification samples, calculations, coordination drawings, schedules, and all other submittals as specified for each part of the work.
   1. Substitutions: Where a submittal proposes a material or product different than specified, clearly note substitution on the submittal for each item. Contractor's submittal and City's acceptance of submittals is not a valid request for, nor an approval of, a substitution, unless the Contractor presents this information when first submitted as a formal "Request for Substitution".

B. Submittal Schedule: Within 10 days after award of contract and before first application for payment, prepare list of submittals in chronological sequence showing all submittals and proposed date first due at City or its Agent's office and proposed date due to be returned to Contractor. Use Submittal Reference Numbers on submittal schedule as

indicated below. Allow proper time for reviewing each submission and time for resubmission, if needed. Make first submission of a submittal no more than 7 days after notice of Award of Contract.

C. Contractor's Preparation of Submittals: Modify and customize all submittals to show interface and coordination with adjacent work and actual field conditions. Identify each submittal with name of project, date of origination, Contractor's name, subcontractor's name, manufacturer's name, fabricator's name, submittal name and description, and individual Submittal Reference. Use the Submittal Reference Number exclusively in communications about submittals. Clearly note and fully describe all qualifications and all deviations from the requirements of the Contract Documents. Stamp, date, and sign each submittal to show the Contractor's review and approval of each submittal before delivery to City or its Agent's office. Unstamped, undated or unsigned submittals will be returned without action by the City or its Agent. Leave minimum 4" x 6" open space for City or its Agent's stamp and notations.

D. Product Data: Provide manufacturer's printed literature including, without limitation, manufacturer's standard printed description of product, materials and construction, recommendations for application and use, certification of compliance with standards, instructions for installation, and special coordination requirements. Collect data into one submittal for each unit of work or system; clearly mark each copy with ink to show which choices and options are applicable to project.
    1. Product Data Submittal Quantities: Submit at least five copies. City or its Agent will return two copies to the Contractor if not rejected; if rejected, only one copy will be returned. Provide, reproduce, and distribute additional copies as needed.
    2. Installer Copy: Verify that the Installer has a current copy of the relevant product data, including installation instructions, before permitting installation to begin.

E. Samples: Provide at least two sample units for each sample submission. Sample units shall be identical to final materials and products installed in the work and shall clearly show the complete and full range of finish, color, texture and appearance variations expected. Work in the field which falls outside the accepted range shown by the samples shall be rejected. Where indicated, prepare samples to match City or its Agent's sample. Label each sample with description, source, varietal name or manufacturer's name and model number. City or its Agent will review samples for confirmation of visual design intent, color, pattern, texture and type only; City or its Agent will not test samples for compliance with other Contract requirements that shall remain the exclusive responsibility of the Contractor.
    1. Initial Selection Samples Submittal Quantities: For initial selection purposes, submit one set of samples showing the complete range of colors and finishes available.
    2. Verification Samples Submittal Quantities: For verification of an initial selection, submit two sets of samples; one set will be returned to Contractor to be maintained at project site for quality control comparisons. Discard rejected

samples; do not store at the site.

3. Additional Samples: The City and City or its Agent reserve the right to require additional samples or samples not listed in the Contract Documents. Provide these samples as indicated for specified samples.
4. If samples are rejected, Contractor shall provide, at no additional cost, additional samples until accepted by the City or its Agent.

F. Timing of Submittals: Submit submittals in a timely fashion to allow at least 5 business days for the City or its Agent's review and handling. For submittals which have to be reviewed by the City or its Agent and his/ her project team sub-consultants add five more business days for each consultant.
   1. Testing: Submit samples and materials for testing sufficiently in advance of need for use on Project. Allow adequate time for testing and, if necessary, re-testing.
   2. Allow sufficient time for review and acceptance of mock-ups/ sample panels before performing work.

G. City or its Agent's Action on Submittals: City or its Agent will review submittals, stamp with "action stamp", mark action, and return to Contractor. City or its Agent will review submittals only for conformance with the design concept of the project. The Contractor is responsible for confirming compliance with other Contract requirements, including without limitation, performance requirements, field dimensions, fabrication methods, means, methods, techniques, sequences and procedures of construction, and coordination with other work. The City or its Agent's review and approval of submittals shall be held to the limitations stated in the General Conditions of the Contract for Construction. In no case shall approval or acceptance by the City or its Agent be interpreted as a release of Contractor of his responsibilities to fulfill all of the requirements of the Contract Documents. City or its Agent's action will be one of the following:

   1. Reviewed: When so marked, City or its Agent and his/ her sub-consultants are indicating that they have reviewed the submittal but do not assume responsibility for the use of that submittal.
   2. Accepted: When so marked, the work covered by the submittal may proceed provided it complies with the requirements of the Contract Documents. Acceptance of the work will be based on that compliance.
   3. Accepted Subject to Condition as Noted: When so marked, the work covered by the submittal may proceed provided it complies with the requirements of the Contract Documents and the City or its Agent's notes and comments. Acceptance of the work shall be based on that compliance.
   4. Resubmission Required: Do not permit submittals with this action marking to be used at the project site or elsewhere where work is in progress.
      a. Submit Additional Item as Noted: When so marked, resubmit the item[s] noted.
      b. Revise Submission as Noted and Resubmit: When so marked, make corrections or changes to original submittal or prepare a new submittal and resubmit to City or its Agent for additional review.

5. Disapproved: When so marked, prepare a new submittal and resubmit to City or its Agent for review. Do not permit submittals with this action marking to be used at the project site or elsewhere where work is in progress.
6. Incomplete, illegible, erroneous or other faulty submittals shall be returned to Contractor without any submittal designation. The Contractor shall correct the submittal and return it for additional review.
7. Distribution of submittals: When submittal is noted "accepted" or "accepted subject to conditions as noted", make prints or copies and distribute to City, Subcontractors involved, and to all other parties requiring information from the submittal for performance or coordination of related work within 10 calendar days after date of City or its Agent's action. Provide and pay for all copies of submittals as reasonably necessary for proper completion of the Work. Print shop drawings for distribution only from the final approved reproducible drawing. Maintain one complete set of submittals at the project site in a neat, organized file.

1.04 MANUFACTURER'S CERTIFICATES AND TEST RESULTS

A. Submit manufacturer's certificates required by individual Sections.

B. Indicate that the product complies with or exceeds specified requirements. Submit supporting reference data, affidavits and/or certifications as appropriate.

C. Certificates that are not current must be acceptable to the City or its Agent.

1.05 WORKERS' CERTIFICATION

A. Contractor is to submit to the City or its Agent, documentation that proves all workers involved in asbestos abatement or any hazardous material handling work have the required certifications.

B. Contractor is to submit to the City or its Agent, documentation that proves all workers involved in soil remediation or any hazardous material handling work have the required 40-hour HAZWOPER training, and annual refresher training, if required.

C. Contractor is to submit to the City or its Agent, documentation that proves that all workers are certified as to discipline or trade as required in permits issued to complete the work

1.06 REQUESTS FOR INFORMATION

A. When the Contractor encounters any question concerning the Work or when he/ she requires additional information to perform the Work, the Contractor shall submit a written Request for Information (RFI), on the approved form, as attached, to the City or

its Agent. The RFI shall contain the project name, names and addresses of the Contractor, City and City or its Agent, RFI number, related drawings and specification numbers, nature of the question, space for a reply, and due date for the response.

B. The Contractor shall number the RFI's sequentially and shall keep a record of all RFI s and their responses.

C. Each RFI shall pertain to one topic only. Topics shall not be mixed on RFIs.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01 35 00
SPECIAL PROCEDURES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. All of the Contract Documents including the General Specifications and General Requirements apply to the work in this Section.

B. Wisconsin Administrative Code Chapter NR 447.02.

C. City of Milwaukee and State of Wisconsin Construction Asbestos Abatement permits.

D. All applicable parts of the United States Department of Labor, Occupation Safety & Health Administration (OSHA) standards in 29 CFR Part 1910 Occupational Safety and Health Standards and Part 1926 Safety and Health Regulations for Construction

E. U. S. Environmental Protection Agency (USEPA) standards in 40 CFR Part 763, Asbestos, Asbestos Hazard Emergency Response Act (AHERA),

F. USEPA standards in 40 CFR Part 61 Subpart M, National Emission Standards for Hazardous Air Pollution (NESHAP) for Asbestos,

G. Wisconsin State Statutes Chapter 254, Environmental Health, WAC ch. DHS 159, Certification and Training Course Requirements for Asbestos Activities, and WAC ch. NR 447 Control of Asbestos Emissions.

H. The current, City of Milwaukee Code of Ordinances, Chapter 66, "Asbestos Hazard Control" regulations.

I. The current, City of Milwaukee Asbestos Inspection and Sampling Protocol for Buildings to be Demolished or Renovated, dated February 1998, Updated August 2000 (copy attached),

J. Wisconsin Department of Natural Resources, Pre-Demolition Environmental Checklist, DNR Publication WA-651-07, Revised 2007 (copy attached).

1.02 SUMMARY OF WORK

A. This Section consists of the special procedural requirements for work involving asbestos containing materials (ACM).

B. Any asbestos abatement performed under this Contract shall be completed to properly remove and dispose of regulated asbestos-containing material including friable and non-

friable asbestos-containing materials that is currently crumbling, cracked, or peeling, or could be crumbled, pulverized or reduced to powder during the Work.

C. The work under this Section shall be performed in conformance with all of the applicable "Related Documents".

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

1.01 ASBESTOS ABATEMENT

A. The Contractor shall immediately notify the City of any suspect asbestos containing materials discovered during the Work so arrangements can be made to properly assess and manage the materials.
   1. Additional suspect materials may include buried pipe insulation, other buried materials or materials not previously identified in the Contract Documents as suspect asbestos-containing materials.

B. After completion of the asbestos abatement work, the ground surfaces shall be cleaned, using appropriate methods for asbestos abatement, to meet visual and clearance criteria.

C. Liquid and/or solid debris generated during the final cleaning shall be properly characterized and disposed of in an approved manner and in accordance with all local, state, and federal regulations.

D. The asbestos abatement activities shall be conducted by asbestos workers and supervisors currently certified by the Asbestos and Lead Section of the Wisconsin Department of Health Services.

E. The Contractor shall not dispose of any asbestos-contaminated waste, debris, or refuse in any location or manner other than at a pre-established landfill, licensed by the Wisconsin Department of Natural Resources to accept asbestos containing material, using methods specified herein, and in accordance with Federal, State, and local regulations.

F. Storage of ACM bags shall only be inside an approved and properly prepared container, which shall be locked at all times when it not being loaded by the Contractor.

G. The Contractor shall transport asbestos-containing materials to the licensed landfill in labeled and covered containers in accordance with all Federal, State, and local regulations.

H. At the end of the project the Contractor shall notify the City in writing that it has complied with all requirements stated herein and with those set forth by Federal, State, or local agencies as required herein. This notice shall be included in the final Project Log Book.

END OF SECTION

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. All of the Contract Documents, including General Specifications, Specifications and Drawings.

B. This Section contains general information that applies to all work performed under the Contract and is inherently made a part of each specification section.

1.02 SUMMARY OF WORK

A. The Contractor shall implement procedures, including testing as required, to ensure that all Work complies with the quality requirements of the Contract Documents.
   1. The City may arrange for a qualified Testing Laboratory or other inspection or measurement services, to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
   2. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
   3. Requirements for Contractor to provide quality-control services required by City or its Agent, or authorities having jurisdiction are not limited by provisions of this Section.

B. See the respective sections of the Technical Specifications for specific test and inspection requirements.

C. Contractor shall provide, quality-control services to verify conformance of the Work with the requirements of the Specifications.

1.03 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction comply with requirements. Services do not include contract enforcement activities performed by City or its Agent.

C. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing

laboratory shall mean the same as testing agency.

1.04 SUBMITTALS

A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Reports: When required by the Contract Documents or when requested by the City, prepare and submit certified written reports that include the following:
   1. Date of issue.
   2. Project title and number.
   3. Name, address, and telephone number of testing agency.
   4. Dates and locations of samples and tests or inspections.
   5. Names of individuals making tests and inspections.
   6. Description of the Work and test and inspection method.
   7. Identification of product and Specification Section.
   8. Complete test or inspection data.
   9. Test and inspection results and an interpretation of test results.
   10. Ambient conditions at time of sample taking and testing and inspecting.
   11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
   12. Name and signature of laboratory inspector.
   13. Recommendations on retesting and re-inspecting.

C. Permits, Licenses, and Certificates: For City's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.05 QUALITY ASSURANCE

A. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

B. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

C. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project,

whose work has resulted in construction with a record of successful in-service performance.

D. Manufacturer Qualifications. A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.

F. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.

1.06 QUALITY CONTROL

A. City Responsibilities: Where quality-control services are indicated as City's responsibility, City will engage a qualified testing agency to perform these services.
   1. City will furnish Contractor with names addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
   2. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

B. Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.
   1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services. Contractor shall not employ the same entity engaged by City, unless agreed to in writing by City.
   2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
   3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
   4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
   5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including

service connections. Report results in writing.

D. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.

E. Testing Agency Responsibilities:
   1. Cooperate with the City or its Agent, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
   2. Notify City or its Agent and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
   3. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
   4. Submit a certified written report, in duplicate of each test, inspection, and similar quality-control service through Contractor.
   5. The testing agency shall not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
   6. The testing agency shall not perform any duties of Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
   1. Access to the Work.
   2. Incidental labor and facilities necessary to facilitate tests and inspections.
   3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
   4. Facilities for storage and field-curing of test samples.
   5. Preliminary design mix proposed for use for material mixes that require control by testing agency.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

1.01 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair

damaged construction and restore substrates and finishes.

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

SECTION 01 70 00
CONTRACT CLOSEOUT REQUIREMENTS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. All of the Contract Documents, including General Specifications and other requirements of the Specifications apply to the work of this Section and are hereby made a part of this Section.

1.02 SCOPE OF WORK

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
   1. Inspection and acceptance procedures.
   2. Project Record Documents.
   3. As-Built Documents.
   4. Punch List.
   5. Operation and maintenance manuals.
   6. Warranties.
   7. Instruction of City's personnel.
   8. Final cleaning.

B. See Technical Specifications for specific closeout and special cleaning requirements for products of those Sections.

1.03 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
   1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
   2. Advise City of pending insurance changeover requirements.
   3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, waste disposal manifests (contaminated soil, sewer sediment, and asbestos), and similar documents.
   4. Obtain and submit releases permitting City unrestricted use of the Work and access to services and utilities.
   5. Prepare and submit Project Record and As-Built Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
   6. Deliver tools, spare parts, extra materials, and similar items to location designated by City. Label with manufacturer's name and model number where applicable. Legally dispose of materials not returned or retained by the City.
   7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

8 Advise City of changeover for all utilities.
9. Submit changeover information related to City's occupancy, use, operation, and maintenance.
10. Complete final cleaning requirements.
11. Touch up and otherwise repair and restore pavements, fences and other features that were damaged by the Work.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, City or its Agent will either proceed with inspection or notify Contractor of unfulfilled requirements. City or its Agent will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by City or its Agent, that must be completed or corrected before certificate will be issued.
   1. Re-inspection: Request re-inspection when the Work identified in previous inspections (the Punch List) as incomplete is completed or corrected.
   2. Results of completed inspection will form the basis of requirements for Final Completion.

1.04 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
   1. Submit a final Application for Payment according to the General Conditions and the Specifications
   2. Submit certified copy of City or its Agent's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by City or its Agent. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
   3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Inspection: Submit a written request for final inspection for Final Acceptance. On receipt of request, City or its Agent will either proceed with inspection or notify Contractor of unfulfilled requirements. City or its Agent will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
   1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

C. The City or its Agent shall establish the date of Final Acceptance and submit written notice of that date. The warranty and maintenance periods will not commence until the City or its Agent has made a Final Acceptance of the Project.

1.05 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit three copies of Punch List. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1.06 PROJECT RECORD AND AS-BUILT DOCUMENTS

A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for City or its Agent's reference during normal working hours.

B. Maintain field record documents neatly and accurately, and carefully record information regularly as the work progresses. Include in record documents all field changes made to the original Contract Documents, all change order modifications, all construction change directives, all field directions and instructions from the City or its Agent, all relevant dimensions, and all relevant details of the work. Information and locations of work that is readily obvious does not need to be recorded in record documents. Keep record documents up to date at all times.
   1. Progress Payments: Maintaining record documents accurately and up to-date shall be a prerequisite for approval of Contractor's application for progress payments.
   2. Record Documents Required: The following record documents are required:
      a. Record and As-Built drawings.
      b. Record specifications.
      c. Waste disposal manifests.

C. Record progress "As Built" Drawings: During the course of the Work, Contractor shall have maintained one print of all of the Contract Drawings, commencing with the original Contract issue and including all revisions thereto, as the "working record" of the Drawings from which the Project is constructed.
   1. Contractor shall show on the copy of Contract Drawings by notation thereon, or red marked revisions thereto, any deviations between the work as originally shown for design and the work as actually installed. These noted deviations shall include changes that were required to be made because of field conditions or conflicts between the work of two or more trades.
   2. Comply also with requirements of specification sections of Division 1 through 16 for Record Documents of specific items or systems referenced therein.

D. At the close of the Project, the Contractor shall prepare from the "working record", final "As-Built" Drawings showing all changes made to horizontal and vertical alignment of the site.
   1. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
   2. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets;

bind each set with durable paper cover sheets. Include identification on cover sheets.

E. Record Submittals: Shop Drawings, Product Data, and other data shall be assembled in sequential order of the specification format and provided to the City.

F. Record Specifications: Submit two copies of the Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
   1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
   2. Mark copy with the proprietary name and model number of products, materials, and equipment finished, including substitutions and product options selected.
   3. Note related Change Orders and Record Drawings, where applicable.

G. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
   1. Provide written concise chart of all materials, systems and products used on the Project. Indicate name, model number, manufacturer, supplier and contact information.

1.07 MAINTENANCE

A. Submittal Time: Submit written maintenance agreements on request of City or its Agent for designated portions of the Work where commencement of maintenance other than date of Final Completion is indicated.

B. Refer to individual trade sections for specific maintenance requirements. Maintenance that is required under the Contract is in addition to and not in lieu of any remedy or warranty to which the City is entitled under law. Maintenance agreements shall not be interpreted as a waiver of any of the City's rights.
   1. Maintenance Effective Starting Date: All maintenance shall begin upon Substantial Completion of the project and shall run for the period indicated. If no specific maintenance period is indicated, the maintenance shall be for at least one year from Date of Substantial Completion of the Project.
   2. Contractor's Responsibilities for Maintenance: The Contractor shall implement and invoke all maintenance by subcontractors and material suppliers longer than one year duration when required under various sections of these specifications, and use his best efforts to facilitate and aid the City in any claims the City may have.

1.08 FINAL CLEANING

A. General: Just prior to Final Acceptance provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
   1. Clean Project site, yard, and grounds in areas disturbed by construction activities, including landscape development areas, of debris, rubbish, waste material, litter, and other foreign substances.
   2. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
   3. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
   4. Remove tools, construction equipment, machinery, and surplus material from Project site.
   5. Leave Project site clean.

C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on City's property. Do not discharge volatile, harmful, or dangerous materials or any chemicals into drainage systems. Remove waste materials from Project site and dispose of lawfully.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01 71 23
FIELD ENGINEERING

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. All of the Contract Documents, including General Specifications and Specifications, Appendices and Drawings, apply to the work of this Section and are hereby made a part of this Section.

1.02 SCOPE OF WORK

A. This Section specifies administrative and procedural requirements for field engineering services, including, but not necessarily limited to, the following:
   1. Land Survey Work.
   2. Establishment and maintenance of layout and elevation control points.
   3. Horizontal and vertical layout of all site improvements for review by the City or its Agent prior to and during construction.

1.03 SUBMITTALS

A. Project Record and As-Built Documents: Submit a record of work performed and record survey data as required under provisions of sections "Submittals" and "Contract Closeout".

B. When requested by the City or its Agent, provide supplemental horizontal and vertical data to aid in the design or construction of the Work. Provide supplementary data at no additional cost to the Project.

1.04 QUALITY ASSURANCE

A. Surveyor: The Contractor shall engage a Registered Land Surveyor, registered in the state of Wisconsin to perform land/building surveying services required.

1.05 EXAMINATION

A. Verify layout information shown on the Drawings, in relation to the property survey and existing benchmarks before proceeding to lay out the work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.
   1. Establish existing control points in areas convenient to but outside of Work area, prior to the commencement of any Work. Confer with City's Agent prior to reestablishing control points.
   2. Do not change or relocate benchmarks or control points without prior written approval. Promptly report lost or destroyed reference points, or requirements to relocate reference points because of necessary changes in grades or locations. Base

replacements on the original survey control points.

B. Establish and maintain a minimum of two permanent benchmarks on the site, referenced to data established by survey control points. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.

C. Existing utilities and equipment: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction.
   1. Prior to construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer and water service piping.

1.06 PERFORMANCE

A. Working from lines and levels established by the property survey, establish benchmarks and markers to set lines and levels at each area of work and elsewhere as needed to properly locate each element of the Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale Drawings to determine dimensions.
   1. Advise entities engaged in construction activities of marked lines and levels provided for their use.
   2. As construction proceeds, check every major element for line, level and plumb.

B. Surveyor's Log: Maintain a surveyor's log of control points, benchmarks, and other survey work. Make this log available for reference.

C. Record deviations from required lines and levels, and advise the City's Agent when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.

D. Site Improvements: Locate and lay out site improvements horizontally and vertically, including but not limited to, pavements, bases, foundations, steps, walls, wood elements, stakes for grading, fill and topsoil placement, utilities, utility slopes and invert elevations, benches, lights, and planting by instrumentation and similar appropriate means.
   1. The City or its Agent shall review and accept the horizontal and vertical layout before construction begins. No Work shall be installed without the City or its Agent's acceptance of the layout.
   2. Work with City or its Agent to set up string line or other layout aides necessary to review horizontal and vertical alignment of site improvements.
   3. Provide horizontal and vertical layout information prior to beginning construction and as construction proceeds. City or its Agent shall have the right to request confirmation of all vertical and horizontal layouts of site improvements before, during and after construction.

E. Existing Utilities: If the Work impacts existing utilities that are to remain, furnish information necessary to adjust, move or relocate existing structures, utility poles, lines, services or other appurtenances located in, or affected by construction. Coordinate with local authorities and public/ private utilities having jurisdiction.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 02 40 00
REMOVALS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. All of the Contract Documents, including General Specifications and Specifications, Appendices and Drawings, apply to the work of this Section and are hereby made a part of this Section.

1.02 SUMMARY OF WORK

A. The scope of work of this section shall include the supply of all labor, materials and equipment to perform the work as shown on the drawings and specified herein. This work shall include but not be limited to the following:
   1. Removal of a wood-framed shed, including its floor slab and retaining structure..
   2. Removal of concrete and asphalt pavements
   3. Removal of light poles and attachments.
   4. Removal of posts and bollards, traffic barriers and chain link fence.
   5. Removal of storm, sanitary and combined sewer pipes within the Project Limits.
   6. Removal of storm, sanitary and combined sewer structures
   7. Removal of equipment bases, pits and other subsurface concrete, masonry or subsurface structures of other materials, including building foundation walls and footings, buried slabs and other structure foundations.
   8. Removal of existing equipment in buildings and structures.
   9. Crushing of concrete debris for re-use as fill material on-site.
   10. Removal of Railroad Tracks and Supporting Structures.
   13. Removal, hauling and disposal, at a licensed landfill, of contaminated sediment material from sewers.
   14. Removal of Miscellaneous Items.
   15. Backfilling of excavations created by removal activities.
   16. Removal and disposal of contaminated soil material.

B. Related Sections
   1. Applicable provisions of the Specifications shall govern Work under this Section.
   2. Section 31 20 00 – Grading, Excavation and Fill

1.03 BACKFILL

A. All backfill used shall be approved soil material available on site or gravel material from the Century City site. The City will provide a gravel stockpile and a soil stockpile on the Century City site. The Contractor shall obtain any required gravel or soil backfill material from these stockpiles. The Contractor is responsible for loading the required quantity backfill material and hauling it to the location where it is to be used.

B. Granular backfill shall be compacted in lifts, not exceeding 1-foot. Other backfill materials shall be compacted in lifts not exceeding 8-inches. All backfill shall be compacted to a density at least equal to 95 percent of Standard Proctor Maximum Density.

C. Only clean soil material or clean gravel shall be used within the top two-foot thickness of backfill. Soil from the designated stockpile available on the Century City site is considered clean soil and may be used within the top one-foot thickness of backfill.
   1. Unless so stated in the Contract Documents or in writing by the City, soil material that has been excavated on the site shall not be considered as clean soil.

1.04 REMOVALS

A. All removals shall conform to section 204 of the State of Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction, Current Edition (WISDOT).

B. All removed material becomes property of the contractor unless otherwise noted.

C. Dispose all material in accordance to Section 203.3.4 of the WISDOT Standard Specifications, local, city, state, and federal regulations unless stated otherwise in these specifications.

D. Any item removed and suspected of containing contaminants or asbestos, which are not already identified in this document, shall be evaluated prior to removal and disposal. The Contractor shall provide a competent person per NR 447, to identify and manage such suspect materials. Contractor is required to notify the City or its Agent immediately upon discovery of any suspect material.

E. Unless directed otherwise by the City, the Contractor shall completely remove, regardless of depth, all abandoned sewers, pipes, manholes and other buried abandoned utilities that are located within the Project Limits.

F. No removal or other earth disturbing activity shall occur within ten feet (10’-0”) of any utility pole.
   1. Removals within 10’-0” of a utility pole shall be performed only after the pole has been removed or if the Contractor obtains authorization, in writing, from the City to perform the removal work.

1.05 ABANDONING PIPES AND STRUCTURES

A. Abandoning pipes and structures shall conform to section 204 of the State of Wisconsin Department of Transportation Standard Specifications for Highway and Structure

Construction, Current Edition (WISDOT).

B. All pipe and structure that is abandoned shall be evaluated for the possible presence of asbestos containing materials and any other known contaminants prior to abandonment. In instances where any sediment is observed in the pipe during the removal activities, the Contractor shall manage the sediment as described in the "Remedial Action Plan Summary" in Appendix B. The contractor shall immediately notify the City or its Agent to evaluate oils encountered in pipes, sewers, and subsurface structures to evaluate management alternatives. Contractor is required to contact the City or its Agent immediately upon discovery of any other suspect material.

C. Contractor is responsible for transportation and proper disposal of contaminated sediment materials at an approved landfill or as directed by the City or its Agent.

1.06 REMOVAL OF RAILROAD TRACK

A. Remove all rails, paving, ties, track encasement, other track materials (OTM) and other appurtenances. Completely remove concrete foundation, and leave in place crushed stone or gravel ballast, unless specified otherwise or if proposed grade requires removal.

1.07 REMOVING CONCRETE

A. Remove all concrete walls, concrete foundation, concrete columns and piers, footings, concrete slabs, concrete pavements, and other concrete structures or concrete components that are located within the Project Limits.

B. All removed concrete, except concrete that has been comingled with asbestos or contains lead paint or is contaminated with other regulated materials, shall be hauled by the Contractor to a stockpile site, located on the Century City site, for crushing. The precise location of the stockpile site shall be designated by the City.

C. Concrete that has been comingled with asbestos or is contaminated with other regulated material shall be hauled offsite to an appropriate approved landfill. Stained concrete shall be properly characterized before disposal.

D. Concrete that contains lead paint may have the lead paint abated and then hauled to the concrete stockpile on the project site. Otherwise concrete that contains lead paint shall be hauled to an appropriate approved licensed landfill for disposal.

E. Concrete that is encased in steel pipes or other materials shall not be hauled to the concrete stock pile on the Century City site and shall be hauled to an appropriate licensed landfill for disposal.

F. Before hauling the concrete to the designated Century City stockpile, the Contractor shall be required to:
   1. Break the concrete into chunks that have a maximum dimension of 18 inches in any direction.
   2. Cut off any reinforcing bars in the concrete chunks so that the reinforcement is flush with the surface of the concrete. Alternatively, the Contractor may remove the reinforcing bars from the concrete before hauling to the stockpile.
   3. Limit the amount of soil material that is comingled with the concrete chunks.
   4. Remove any pipes, posts, wood or other material except reinforcing bars from the concrete chunks.

1.08 SOIL AND SEDIMENT REMEDIATION

A. The contractor shall excavate and transport all sediment in storm and sanitary sewers to a landfill facility licensed to accept special waste. In addition to conformance with federal, state and local regulations, all remediation work shall be performed in accordance with Remedial Action Plan Summary in Appendix B. For the purposes of this bid, the estimated quantity of sewer sediment to be transported and disposed at a licensed landfill facility is 500 tons.

B. All trucks transporting contaminated material shall have a license from the Wisconsin Department of Natural Resources to transport special waste.

C. Soil contaminated with petroleum, metals, and solvents is present within the Project Limits. The contaminated soils to be remediated under this contract include soils that are contaminated with naphthalene. Additionally, the City reserves the right to remediate unusual or unanticipated subsurface conditions, including but not limited to contaminated soil, free phase petroleum, underground storage tanks, or unsuitable fill material. All volumes and tonnages for contaminated soil or sediment excavation and disposal are estimates based on samples collected at the site and interpretations based on numerical models. The actual volumes and tonnages removed will be determined in the field by the City or its Agent.
   1. The Remedial Action Plan Summary in Appendix B shall be followed during the remediation activities. The contractor shall assist the City or its Agent in collecting soil samples to determine the excavation limits, and shall not backfill any remedial excavation until directed to do so by the City or its Agent. If the contractor fills a remediation excavation prior to being directed to by the City or its Agent, and additional remedial activity is necessary based on analytical data or field observations, the contractor shall excavate the fill material at no cost to the City to complete the remediation activities.

D. See Appendix B for contaminant extent figures and analytical data summary tables.

E. The contractor shall properly decontaminate any equipment that contacts contaminated material to prevent dispersing contaminated material across or off of the project site. The

contractor shall properly contain, characterize, and dispose of liquids or solids that are generated during decontamination activities.

1.09 MISCELLANEOUS REMOVALS

A. Miscellaneous removal items may include but not be limited to removing and disposing of concrete posts, fences, signs, underground concrete tunnels, light poles, pits, machine pads, traffic barriers and all other items that require removal inside the Project Limits

B. Any item removed and suspected of containing contaminants or asbestos, including, but not limited to USTS, vaults, and cisterns shall be evaluated by the City or its Agent prior to removal and disposal.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 PROTECTION

A. Contractor shall not use equipment or devices or procedures that might cause damage to structures, facilities, or property, located within the Project Limits or external to the Project Limits, that is to be preserved.

END OF SECTION

SECTION 31 20 00
GRADING, EXCAVATION AND FILL

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. All of the Contract Documents, including General Specifications and Specifications, Appendices and Drawings, apply to the work of this Section and are hereby made a part of this Section.

1.02 SUMMARY OF WORK

A. The scope of work of this section shall include the supply of all labor, materials and equipment to perform the work as shown on the drawings and specified herein. This work shall include but not be limited to the following:
   1. Grading of the site within the Project Limits
   2. Excavation for holes and trenches and bulk excavation.
   3. Backfilling of holes and trenches.
   4. General site filling.
   5. Spreading and compacting fill material.

B. Related Sections
   1. Applicable provisions of the Specifications shall govern Work under this Section.
   2. Section 02 40 00 – Removals

1.03 REGULATORY REQUIREMENTS

A. Contractor shall comply with all local, state, and federal regulations applicable to Work of this Section.

B. Contractor shall comply with and be solely responsible for compliance with 29 CFR 1926 OSHA Construction Industry Regulations for this Work.

C. Contractor performing Work under this Section shall be solely responsible for identifying, furnishing, installing and maintaining equipment and materials required by state and federals regulations to establish safe working conditions during Work of this Section.

1.04 DEWATERING

A. Keep excavations free of water while Work is in progress.

B. Protect open excavations against flooding and damage due to surface run-off.

C. Dispose of water in a manner not detrimental to public and private property, or any portion

of work completed or under construction, and in conformance with all environmental regulations.

D. The contractor shall manage contaminated excavation water in accordance with all local, state and federal regulations and in accordance with Remedial Action Plan Summary in Appendix B. The contractor shall immediately notify the City or its Agent of any excavation water that it suspects to be contaminated prior to removing the water.

1.05 EXCAVATION

A. Excavate to lines, grades, locations elevations and dimensions as indicated on the Drawings or as directed by the City or its Agent.

B. Excavation must not interfere with normal 45° splay of bearing from bottom of any structural footing and shall not compromise the structural integrity of any structure not included in the Work.

C. For trench excavation, unless otherwise authorized by the City or its Agent in writing, do not excavate more than 100 feet of trench in advance of installation operations and do not leave open more than 50 feet at end of day's operations.

D. Do not obstruct flow of surface drainage or natural watercourses

E. Remove unsuitable material from trench bottom to extent and depth as directed by the City or its Agent.

F. Correct unauthorized over-excavation as follows:
   1. Fill under areas with approved soil material available on site or gravel material from the crushing operation on the Project site.

G. No excavation or other earth disturbing activity shall occur within ten feet (10’-0”) of any utility pole.
   1. Excavation within 10’-0” of a utility pole shall be performed only after the pole has been removed or if the Contractor obtains authorization, in writing, from the City to perform the removal work.

1.06 FIELD QUALITY CONTROL FOR EXCAVATION

A. Field inspection will be performed under provisions of Section 01 40 00 – Quality Requirements

B. Provide for visual inspection of subgrade surfaces

1.07 BACKFILLING

A. Do not proceed with backfilling until the City has accepted installations

B. Areas to be backfilled shall be free from debris, snow, ice, water and frozen ground

C. Place and compact granular backfill material in uniform layers not exceeding 12-inches and cohesive soil backfill in layers not exceeding 8-inches compacted thickness, or as indicated on the Drawings. Backfill material shall be compacted to a minimum density equal to 95 percent of the Standard Proctor Maximum Density. In all cases, a 50,000-pound gross weight tandem axle dump truck shall be able to pass over the backfill without leaving tracks with depths greater than 1-inch.

D. Backfill around installations:
   1. Place bedding and surround material as specified elsewhere
   2. Do not backfill around or over cast-in-place concrete within 24 hours after placing of concrete.
   3. Place layers simultaneously on both sides of installed work to equalize loading. Difference on each side of installed work shall not exceed 1-foot.

1.07 FIELD QUALITY CONTROL FOR BACKFILL

A. All inspection and testing will be performed under provisions of Section 01 40 00 – Quality Requirements

B. If tests indicate Work does comply with the Contract Document requirements, remove Work, replace, and retest at no cost to City

PART 2 – PRODUCTS

2.01 FILL MATERIALS

A. Bedding and backfill for pipe and structure installation shall be as shown on the Drawings

B. Native Backfill: selected material from excavation approved by the City or its Agent for use intended, unfrozen and free from rocks larger than 3 inches, cinders, ashes, sods, refuse or other deleterious materials.

C. Gravel fill material from the concrete crushing operation on the project site.

D. Unless the City or its Agent provides prior written authorization, no fill material shall be imported on to the site. All fill or backfill material shall be from materials available on the

project site.

PART 3 – EXECUTION

3.01 NOTIFICATIONS

A. Contractor, prior to any excavation work, shall notify:
   1. Diggers Hotline, Inc (800-242-8511) not less than three working days prior to the commencement of any excavation work.
   2. All utilities, governmental agencies, entities, known to, or which can reasonably be assumed to have above or below ground pipe, conduit, cables, structures or similar items within the limits of project; to locate and mark such items.

3.02 SITE VERIFICATION

A. Contractor shall examine any available Geotechnical Report

B. Contractor shall verify that survey benchmark and intended elevations for Work are as indicated in the Contract Documents.
   1. Identify required lines, levels, contours and datum.

C. Contractor shall verify that all utilities have been disconnected and capped.
   1. Notify City if any live utilities are identified that interferes with the Work.

3.03 PROTECTION

A. Protect above and below grade utilities indicated to remain

B. Protect plant life, sidewalks, roads and other features that are to remain as portion of the final landscaping.

C. Protect benchmarks, survey control points, groundwater monitoring wells, existing structures, paving, and curbs from damage during the Work.

END OF SECTION

SECTION 31 25 00
EROSION AND DUST CONTROL

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. All of the Contract Documents, including General Specifications and Specifications, Appendices and Drawings, apply to the work of this Section and are hereby made a part of this Section.

1.02 SUMMARY OF WORK

A. The scope of work of this section shall include the supply of all labor, materials and equipment to perform the installation and maintenance of all erosion control and dust control devices and systems as shown on the drawings or as specified herein.
   1. Permits: The City will provide the erosion control permits and the Contractor shall perform erosion control maintenance to comply with the permit requirements and applicable regulations.

1.03 REFERENCES

A. Local and State Construction Site Erosion Control Permits

B. Milwaukee Code of Ordinances Chapter 290

1.04 SUBMITTALS

A. Submittal requirements per Section 01 33 00 – Submittals and Request for Information

1.05 QUALITY ASSURANCE

A. All products used must be listed on the Wisconsin Department of Transportation's erosion control acceptability list.

B. Perform Work in accordance with Wisconsin Department of Transportation standards and in accordance with the requirements of the Wisconsin Department of Natural Resources and the City of Milwaukee permits.

1.06 EROSION CONTROL INSTALLATION

A. All erosion control devices shall be installed as indicated on the Drawings and in accordance with section 628 of the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, Current Edition (WISDOT).

1.07 EROSION CONTROL MAINTENANCE

A. All erosion control devices shall be inspected and repaired by the contractor to ensure that all erosion control devices are working properly at all times.

B. Maintenance of the erosion control devices shall be performed in accordance with all applicable standards and permits, including the Wisconsin Pollution Discharge Elimination System (WPDES) permit

1.08 DUST CONTROL

A. Contractor shall develop and implement a dust control plan that ensures conformance with the dust control standards of the Wisconsin DNR, the City of Milwaukee Code of Ordinances and other applicable federal, state and local standards, at all times during the Work.

B. If dust emissions are problematic, the Contractor will identify the source of emissions and take corrective action, at no additional cost to the City.

C. Contractor shall submit for review, to the City or its Agent, a dust control plan that outlines the methodology and materials that will be employed in the dust control during the Work.

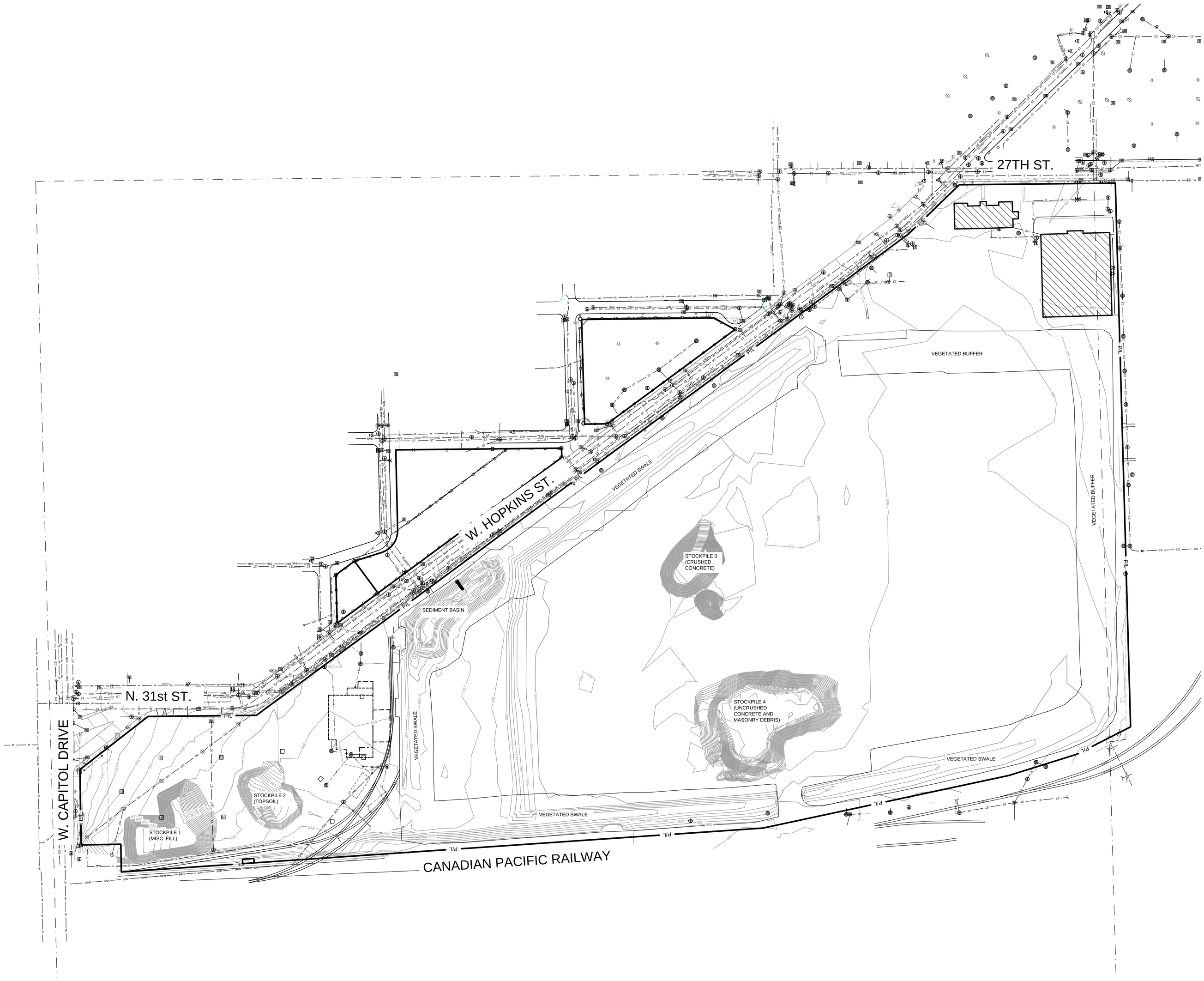
D. Any anti-freeze that is added to the water for dust control on the project site shall be approved by the Wisconsin Department of Natural Resources prior to its use on the site.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

O.N. 66 - Appendix A



LEGEND:

- SECTION 1/4 SECTION LINE
- PROPERTY LINE
- EASEMENT
- CHAIN LINK FENCE
- TREE LINE
- OVERHEAD UTILITY LINE
- ELECTRIC
- TELEPHONE
- FIBER OPTIC
- CABLE TV
- SANITARY SEWER
- FORCE MAIN
- STORM SEWER
- WATER MAIN
- GAS
- EXISTING CONTOUR
- MANHOLE
- CATCH BASIN
- CATCH BASIN (ROUND)
- ROOF DRAIN
- HYDRANT
- WATER VALVE
- GAS VALVE
- UTILITY POLE
- GUY WIRE
- GAS METER
- ELECTRIC METER
- UTILITY PEDESTAL
- TRAFFIC SIGNAL
- LIGHT POLE
- SOIL BORING
- MONITORING WELL
- IRON PIPE FOUND/SET
- REBAR FOUND/SET
- CHISELED CROSS FOUND/SET
- PK NAIL FOUND/SET
- SPIKE/NAIL
- MONUMENT
- BENCHMARK
- SIGN
- POST
- HISTORICAL BUILDINGS PER HISTORICAL RECORD INFO.
- HISTORICAL SUMPS & PITS PER HISTORICAL RECORD INFO.

NOTE:

Site utilities shown are based on a combination of field measurements and historical facilities mapping.

TO OBTAIN LOCATIONS OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG ON WISCONSIN

CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE

WIS STATUTE 182.0175(1974) REQUIRES NOT. 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE

MILW. AREA 259-1181

THE INFORMATION PROVIDED IN THESE DOCUMENTS ABOUT EXISTING CONDITIONS IS BASED ON A COMBINATION OF FIELD DATA AND OTHER AVAILABLE RECORD DATA. THERE IS NO GUARANTEE RELATIVE TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION REGARDING EXISTING CONDITIONS.

N

GRAPHIC SCALE

0 100' 200'

THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

City of Milwaukee

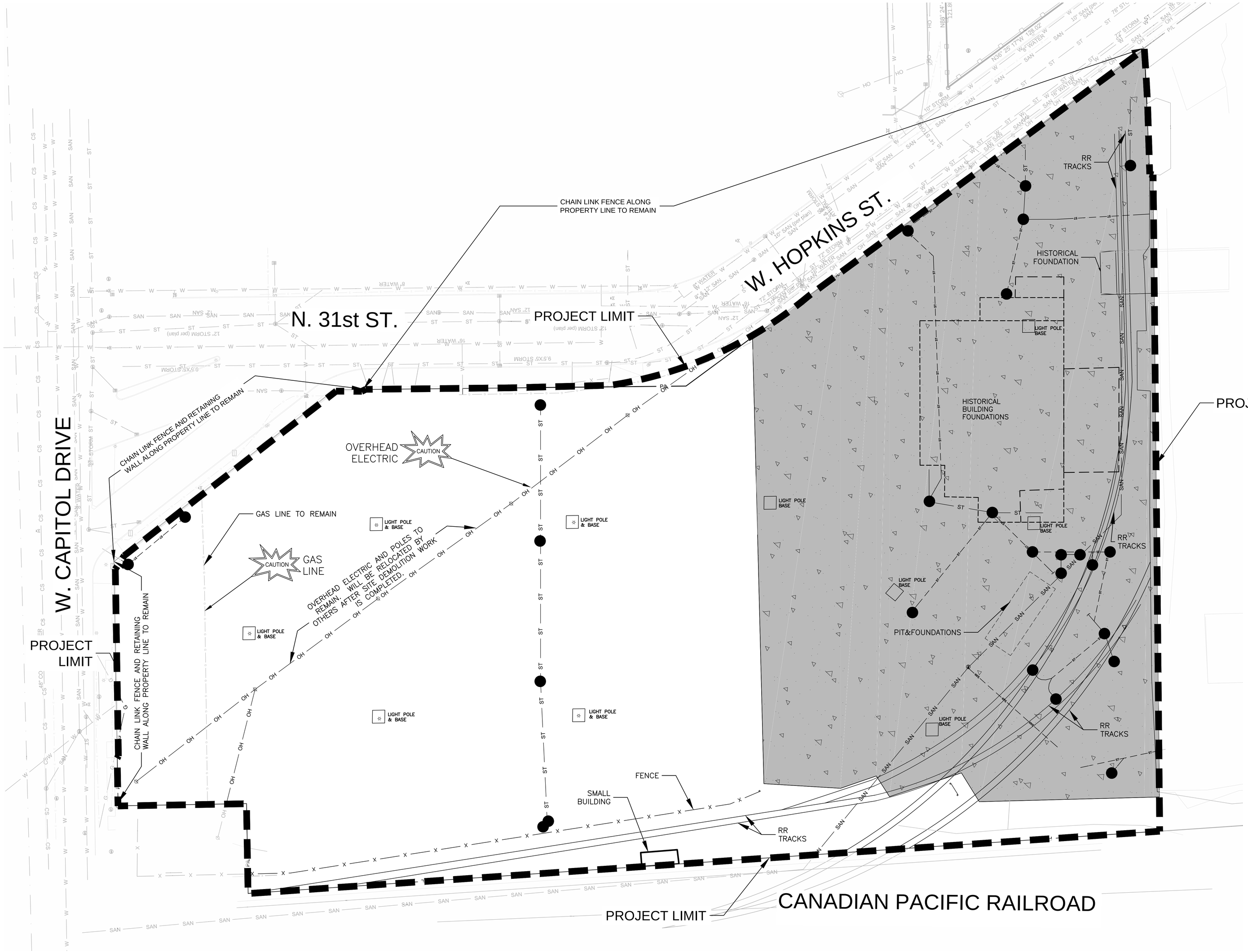
No.	Revisions	By	Date

CENTURY CITY REDEVELOPMENT
PROJECT AREA "A"
SITE CLEARANCE, ENVIRONMENTAL REMEDIATION, AND PRELIMINARY SITE PREPARATION
2725 WEST HOPKINS STREET, MILWAUKEE, WI

OVERALL SITE SURVEY

Project Number:	Drawn By:	Date:
12791	ABH	05/06/14

Sheet Number: CD 001



GENERAL NOTES:

1. PRIOR TO THE START OF WORK: CONTRACTOR SHALL ARRANGE A SITE WALK THROUGH WITH OWNER AND ENGINEER TO FIELD MARK THE PROJECT LIMITS AND UTILITY TERMINATIONS.
2. UNLESS SPECIFICALLY NOTED AS "TO REMAIN" ON THE DRAWINGS, DEMOLISH AND COMPLETELY REMOVE BUILDINGS AND HISTORICAL BUILDING REMNANTS WITHIN THE PROJECT LIMITS INDICATED. DEMOLISH AND COMPLETELY REMOVE SLAB-ON-GRADE, FOUNDATIONS, FOOTINGS, PITS, MACHINE BASES, AND OTHER BELOW GRADE CONCRETE AND MASONRY TO THEIR FULL DEPTHS AND EXTENTS.
3. UNLESS SPECIFICALLY NOTED AS "TO REMAIN" ON DRAWINGS, WITHIN THE PROJECT LIMITS INDICATED, DEMOLISH AND COMPLETELY REMOVE ASPHALT AND CONCRETE PAVEMENTS, CONCRETE SLABS, LIGHT POLES, LIGHT POLE BASES, FENCING, RAILROAD TRACKS, AND RAILROAD TRACK FOUNDATIONS.
4. UNLESS SPECIFICALLY NOTED AS "TO REMAIN" ON THE DRAWINGS, WITHIN THE PROJECT LIMITS INDICATED, DEMOLISH AND COMPLETELY REMOVE MANHOLES, CATCH BASINS, AND OTHER UTILITY STRUCTURES TO THEIR FULL DEPTH AND EXTENTS, AND SEAL ASSOCIATED SEWER LINES PER CITY REQUIREMENTS.
5. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING ADEQUATE EROSION AND DUST CONTROL MEASURES DURING THE COURSE OF WORK. REFER TO EROSION CONTROL PLAN FOR EROSION CONTROL REQUIREMENTS. DUST CONTROL SHALL INCLUDE BUT NOT NECESSARILY BE LIMITED TO WETTING OF MATERIALS OR OTHER PRACTICES AS NECESSARY TO CONTROL FUGITIVE DUST EMISSIONS. DUST CONTROL SHALL COMPLY WITH WI DNR TECHNICAL STANDARD 1068 FOR DUST CONTROL ON CONSTRUCTION SITES.
6. REFER TO PROJECT SPECIFICATIONS FOR FURTHER CLARIFICATION AND REQUIREMENTS PERTAINING TO THE WORK.

LEGEND:

- P/L — PROPERTY LINE
- x — FENCE
- SAN — SANITARY SEWER
- ST — STORM SEWER
- SEWER STRUCTURE - MANHOLE OR CATCH BASIN
- CONCRETE PAVEMENT
- HISTORICAL BUILDINGS PER HISTORICAL RECORD INFO.
- HISTORICAL SUMPS & PITS PER HISTORICAL RECORD INFO.

NOTE:

Site utilities shown are based on a combination of field measurements and historical facilities mapping.

O.N. 66 - Appendix A

TO OBTAIN LOCATIONS OF PARTICIPANT UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN

CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE

WIS STATUTE 182.0175(1974) REQUIRES NON- 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE

MILW. AREA 259-1181

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GRAPHIC SCALE
0 30' 60'

THE SIGMA GROUP
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Phone: 414-643-4200
Fax: 414-643-4210

City of Milwaukee

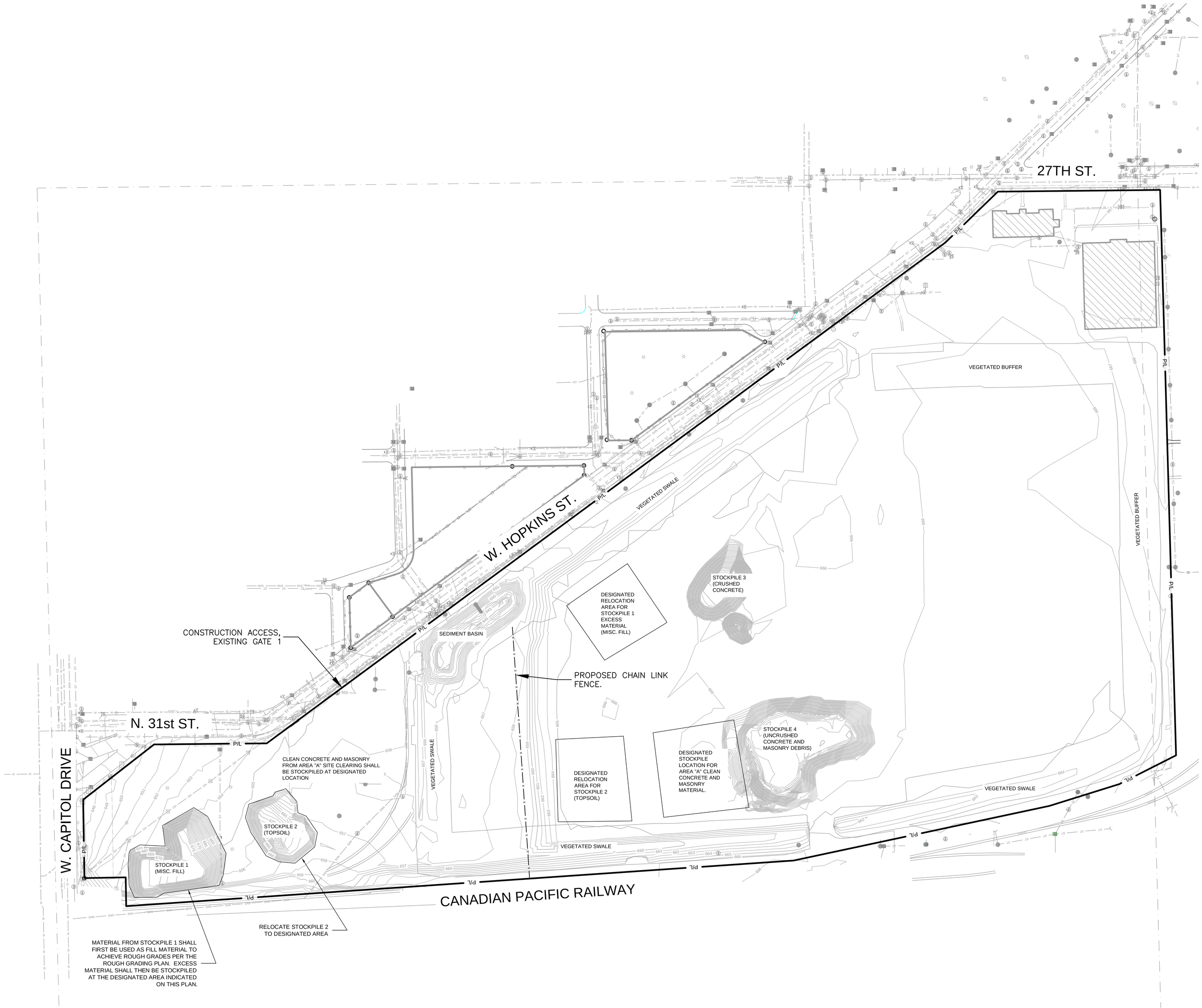
No.	Revisions	By	Date

CENTURY CITY REDEVELOPMENT
PROJECT AREA "A"
SITE CLEARANCE, ENVIRONMENTAL REMEDIATION, AND PRELIMINARY SITE PREPARATION
2725 WEST HOPKINS STREET, MILWAUKEE, WI

SITE CLEARING PLAN

Project Number:	Drawn By:	Date:
12791	ABH	05/06/14

Sheet Number: CD 100



O.N. 66 - Appendix A

TO OBTAIN LOCATIONS OF PARTICIPATING UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN

CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE

WIS STATUTE 182.0175(1974) REQUIRES MIN. 3 WORK DATE NOTICE BEFORE YOU EXCAVATE

MILW. AREA 259-1181

THE INFORMATION PROVIDED IN THESE DOCUMENTS ABOUT EXISTING CONDITIONS IS BASED ON A COMBINATION OF FIELD DATA AND OTHER AVAILABLE RECORD DATA. THERE IS NO GUARANTEE RELATIVE TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION REGARDING EXISTING CONDITIONS.

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No.	Revisions	By	Date

CENTURY CITY REDEVELOPMENT
PROJECT AREA "A"
SITE CLEARANCE, ENVIRONMENTAL REMEDIATION, AND PRELIMINARY SITE PREPARATION
2725 WEST HOPKINS STREET, MILWAUKEE, WI

MATERIALS MANAGEMENT PLAN

Project Number:	Drawn By:	Date:
12791	ABH	05/06/14

Sheet Number: CD 200

Appendix B
Remedial Action Plan Summary for
Site Clearance, Remediation, and Rough Grading Bid
Century City Project Area A
May 2014

Purpose

This document has been prepared to outline appropriate impacted soil and sewer sediment management activities during demolition and site grading activities within Project Area A of Century City site located at 2725 West Hopkins Street, Milwaukee. The presence of impacted soil and remnant sewers are documented within the project limits. The presence of impacted sewer sediment is likely and management of the sewer materials and impacted soil in accordance with Wisconsin Department of Natural Resources (WDNR) approved strategies presented in this document are required. Please note that a representative of the City of Milwaukee will be on-site during the material management activities to assist in the coordination of the impacted material management activities.

Property History

The Century City property was used for residential and agricultural purposes before its use for manufacturing purposes by the A.O. Smith Corporation and others in the early 20th century. A.O. Smith manufactured many products including automotive frames, bomb shells, oil pipe line products, and glass-lined storage vessels. Operations such as metal pickling, annealing, polishing, painting, and drying, which were conducted to support the manufacturing activities, also occurred on the property. In 1997, A.O. Smith sold its automotive division (including the property) to Tower Automotive. Tower continued automobile parts manufacturing operations at the site prior to shutting down all operations in 2006. Project Area A was primarily used for parking, storage, and transloading.

The property was purchased by Milwaukee Industrial Trade Center (MITC) in 2006. MITC leased parts of the property for manufacturing and warehousing activities; however, MITC's primary activity consisted of salvaging equipment and recyclable materials. The Redevelopment Authority of the City of Milwaukee (RACM) purchased the property from MITC in December 2009.[1]

An evaluation of subsurface conditions of Century City has been completed on behalf of the City. The results of the investigations have identified the presence of typical industrial contaminants including chlorinated volatile organic compounds (CVOCs), petroleum-related volatile organic compounds (PVOCs), polynuclear aromatic hydrocarbons (PAHs), select metals and polychlorinated biphenyls (PCBs).

Subsurface soil and groundwater sampling was conducted by AECOM in September and October 2009 within the limits of project Area A to evaluate current conditions. Review of the collected data indicates that select metals including: arsenic, lead, selenium, and/or barium are present within the shallow site soils at concentrations greater than the respective residual contaminant levels (RCLs). Additionally PAHs and VOCs are present within the shallow site soils at concentrations greater than regulatory standards. Low level concentrations of select PAH and VOCs were detected within grab groundwater samples;

[1] AECOM, *Remedial Action Plan Summary, Century City Demolition, Project Areas D and F*, April 2012

however, impacted groundwater was not detected within the groundwater samples collected from ch. NR 141 compliant groundwater monitoring wells.

It is expected that sewer sediment will be impacted by heavy oils (PAHs), metals (arsenic, lead and cadmium) and possibly low level PCBs.

Remedial Activities

Remedial activities to be implemented for Project Area A during the demolition and site grading activities include:

- the excavation with off-site disposal of soil impacted by elevated concentrations naphthalene,
- the excavation and off-site disposal of remnant sewer piping and sewer sediment, and
- capping of residual soil impacts with clean soil. Fill will be provided on-site by the City.

The City's consultant will be on-site during the remedial activities to assist the contractor in determining the limits of soil excavation as well as document the completion of the remedial activities. Additional details follow:

Soil Excavation and Off-Site Disposal

Remedial excavation of an area measuring approximately 30 feet by 30 feet at the location of soil boring DCD-SB7 (See boring location map and logs in Attachment A) to a depth 3 feet below ground surface (bgs) will be completed prior to initiating site grading activities. The soil excavation location is shown on the site plans. Prior to initiating the remedial excavation the top approximately 6-inches of crushed concrete/gravel shall be removed from the excavation area and temporarily stockpiled for future grading and/or backfilling needs. The excavation will remain open until the analytical results for soil samples collected by the City's consultant are received. Please note that it is the contractor's responsibility to ensure safe operations at the site while the excavation remains open.

Based on the soil sample analytical results the City's consultant may direct the completion of additional soil excavation and off-site disposal activities, as necessary. The final excavation limits will be determined by the City's consultant.

The estimated volume of impacted soil to be excavated and transported off-site for disposal is: 150 tons.

The contractor shall obtain approval to dispose of the soil at a licensed landfill. An existing Advanced Waste disposal permit EPL2013-172 may be used. The site analytical data is included in Attachment B for reference.

Should obvious soil impacts, not previously identified, be encountered during the site grading activities, the contractor shall immediately contact the City's consultant. The City's consultant shall evaluate the noted observations and determine an appropriate course of action which may include the excavation and off-site disposal of the impacted soil in a manner consistent with this document.

The impacted soil shall be excavated and transported to a licensed solid waste disposal and treatment facility by trucks licensed to transport solid waste. The soil shall be transported following all federal, state and local regulations. The soil shall be transported

with a waste manifest provided by the landfill facility. The manifest shall be signed by the transporter and the disposal facility and a copy shall be returned to the City.

Upon completion of the remedial excavation as determined by the City's consultant, the area may be graded in accordance with the project grading plan.

Remnant Sewer Piping and Sediment Removal and Disposal
All sewer sediment will be excavated and transported off-site for management at a landfill or treatment facility licensed to accept solid waste. The City will obtained approval at Advanced Waste Emerald Park, a licensed landfill, to dispose of the impacted sediment.

The sewer sediment shall be excavated and transported to a licensed solid waste disposal and treatment facility by trucks licensed to transport solid waste. The soil shall be transported following all federal, state and local regulations. The soil shall be transported with a waste manifest provided by the landfill facility. The manifest shall be signed by the transporter and the disposal facility and a copy shall be returned to the City.

Should obvious impacts, not previously identified, be encountered during the site grading activities, the contractor shall immediately contact the City's consultant. The City's consultant shall evaluate the noted observations and determine an appropriate course of action which may include the excavation and off-site disposal of the impacted material in a manner consistent with this document.

Capping of Residual Soil Impacts
Shallow soil across the site is impacted by relatively low level select PAHs, lead and arsenic; as a result the proposed site remedial action plan requires that the shallow soil be capped. The proposed caps for the site include building, pavement or non-impacted soil. The contractor shall be responsible for capping those areas of the site, as detailed in the site grading plan, for which non-impacted soil, currently stockpiled on-site, is to be placed. Please refer to the site grading plan for details regarding the location of the non-impacted soil stockpile, the proposed placement locations and the required thickness.

Groundwater or Surface Water in Excavations
Groundwater is not expected to collect in the excavations due to its depth and the relatively impermeable nature of the soil beneath the property. However, should groundwater or storm water collect in the excavations during the demolition and soil remediation activities the contractor shall manage this water in compliance with all local, state, and federal regulations. The City has obtained permission to discharge surface and groundwater that does not contain free-product to the Milwaukee Metropolitan Sewerage District (MMSD) sewer systems. The approval letter noting discharge limits and requirements is attached. Water that collects in the excavations and is not discharged to the MMSD sewer system shall be characterized and disposed of based on the characterization and existing data.[2]

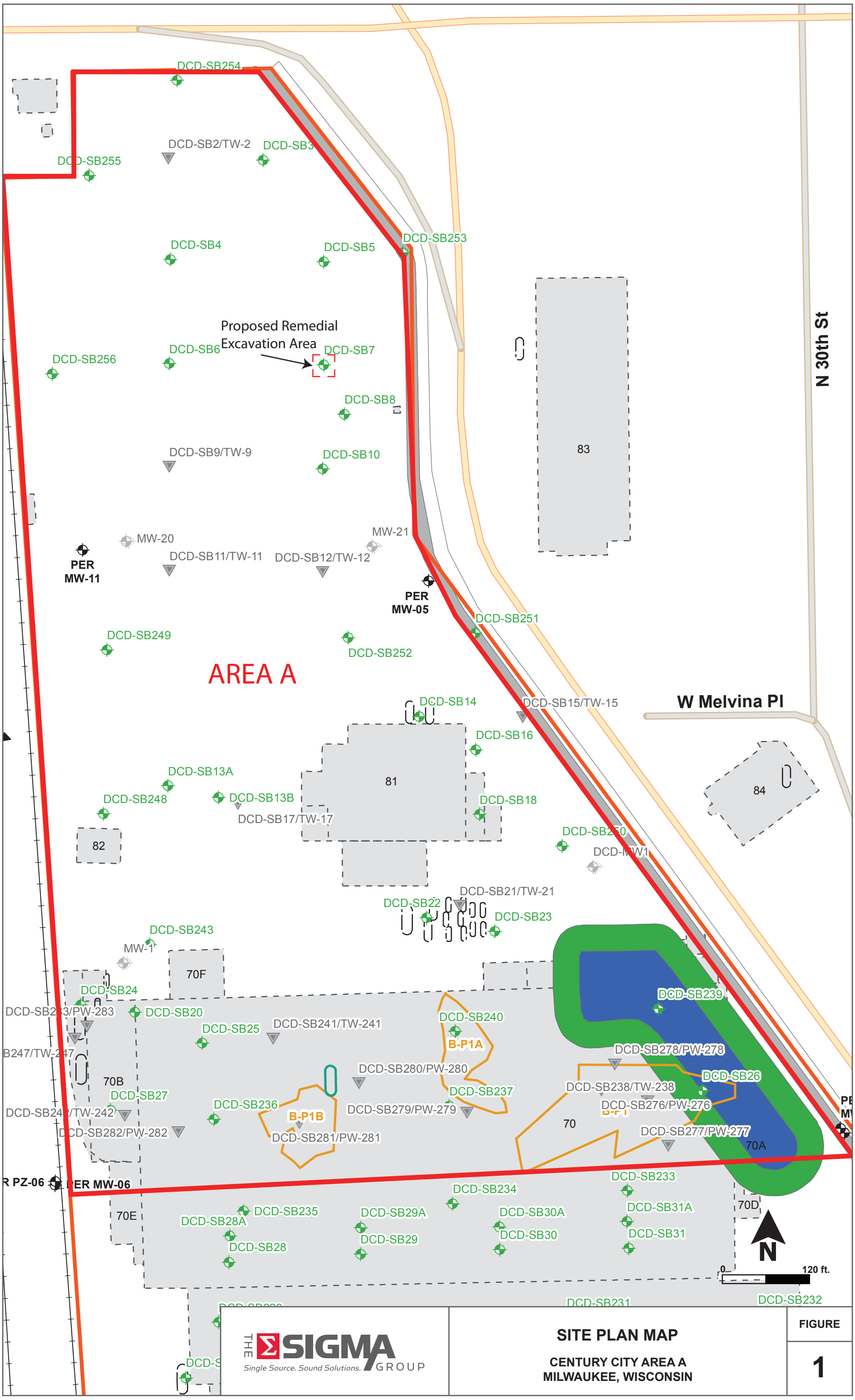
[2] AECOM, *Remedial Action Plan Summary, Century City Demolition, Project Areas D and F*, April 2012

UST Protocol

This bid does not include underground storage tank removal services; however, the City reserves the right to remediate unusual or unanticipated subsurface conditions, including but not limited to contaminated soil, free phase petroleum, underground storage tanks, or unsuitable fill material. The volumes and tonnages for contaminated soil or sediment excavation and disposal are estimates based on samples collected at the site and interpretations based on numerical models. The actual volumes and tonnages removed will be determined in the field by the City or its Agent. Soil remediation, if directed by the City or its Agent, will be paid for via a change order, using the unit price provided for Soil Remediation in the Unit Prices form. This Remedial Action Plan Summary shall be followed during the remediation activities, if any. The contractor shall assist the City or its Agent in collecting soil samples to determine the excavation limits, and shall not backfill any remedial excavation until directed to do so by the City or its Agent. If the contractor fills a remediation excavation prior to being directed to by the City or its Agent, and additional remedial activity is necessary based on analytical data or field observations, the contractor shall excavate the fill material at no cost to the City to complete the remediation activities, if any.

ATTACHMENT A

SITE PLAN MAP (boring locations) and BORING LOGS


DCD-SB254
DCD-SB2/TW-2
DCD-SB3
DCD-SB255
DCD-SB4
DCD-SB5
DCD-SB253
Proposed Remedial
Excavation Area
DCD-SB6
DCD-SB7
DCD-SB256
DCD-SB8
DCD-SB9/TW-9
DCD-SB10
83
N 30th St
MW-20
MW-21
PER
MW-11
DCD-SB11/TW-11
DCD-SB12/TW-12
PER
MW-05
DCD-SB251
DCD-SB249
DCD-SB252
AREA A
DCD-SB14
DCD-SB15/TW-15
W Melvina Pl
DCD-SB16
DCD-SB13A
81
84
DCD-SB248
DCD-SB13B
DCD-SB18
DCD-SB17/TW-17
82
DCD-SB250
DCD-MW1
DCD-SB21/TW-21
DCD-SB22
DCD-SB23
DCD-SB243
MW-1
70F
DCD-SB24
DCD-SB239
DCD-SB20
DCD-SB25
DCD-SB241/TW-241
DCD-SB240
B-P1A
DCD-SB278/PW-278
DCD-SB280/PW-280
DCD-SB26
70B
DCD-SB27
DCD-SB237
DCD-SB238/TW-238
DCD-SB236
DCD-SB276/PW-276
B-P1B
DCD-SB279/PW-279
70
DCD-SB282/PW-282
DCD-SB281/PW-281
DCD-SB277/PW-277
70A
PER PZ-06
PER MW-06
DCD-SB233
DCD-SB234
DCD-SB235
DCD-SB29A
DCD-SB30A
DCD-SB31A
70D
70E
DCD-SB28A
DCD-SB29
DCD-SB30
DCD-SB31
DCD-SB28
N
0
120 ft.
DCD-SB231
DCD-SB232
THE SIGMA GROUP
Single Source. Sound Solutions.
SITE PLAN MAP
CENTURY CITY AREA A
MILWAUKEE, WISCONSIN
FIGURE
1

State of Wisconsin
Department of Natural Resources

SOIL BORING LOG INFORMATION

Form 4400-122 Rev. 7-98

Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☒ Other ☐

Facility/Project Name	License/Permit/Monitoring Number	Boring Number
3533 N. 27th Street-Phase II		DCD-MW1

Boring Drilled By: Name of crew chief (first, last) and Firm	Date Drilling Started	Date Drilling Completed	Drilling Method
A. Woerpel Gestra	10/13/2009	10/13/2009	4 1/4-inch ID HSA

WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level	Surface Elevation	Borehole Diameter
		DCD-MW1	Feet MSL	Feet MSL	8.25 inches

Local Grid Origin ☐ (estimated: ☐) or Boring Location ☐
State Plane N, E S/C/N
NE 1/4 of 1/4 of Section 12, T 7 N, R 21 E
Lat ____ ° ____ ' ____ "
Long ____ ° ____ ' ____ "
Local Grid Location ☐ N ☐ E Feet ☐ S Feet ☐ W

Facility ID	County	County Code	Civil Town/City/ or Village
	Milwaukee	41	Milwaukee, WI

Sample Number and Type	Length Att. & Recovered (in)	Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Soil Properties: Compressive Strength	Moisture Content	Liquid Limit	Plasticity Index	P 200	RQD/ Comments
1 SS	24 15.60	2 3 2		ASPHALT FROM 0.0 TO 0.3 FEET.	Asphalt									
2 SS	24 9.60	2 3 3	2	UNIT 1. Loose; Dark yellowish brown (10YR 4/4); POORLY GRADED SAND (SP); wet; non plastic; non cohesive; massive; trace gravel; fill.	SP			1.2 1						
3 SS	24 16.80	7 4 1	4	-As above from 0.3 to 4.0 feet, but density becomes very loose										
4 SS	24 22.80	1 2 2	6	Soft; black (10YR 2/1) ORGANIC SOIL (OL); moist; high plasticity; cohesive; massive; trace sand and gravel; organic soil.	OL			1.5						
5 SS	24 21.60	2 4 5	8	UNIT 2. Stiff; Reddish brown (5YR 5/3); LEAN CLAY (CL) interbedded with light greenish gray (10Y 7/1) and dark yellowish brown (10YR 4/6) SILT (ML); moist to wet; medium to high plasticity; cohesive; laminated; lacustrine.	CL			3.1 2.3						
6 SS	24 20.40	7 2 3	10	-As above from 6.0 to 10.0 feet, but consistency becomes medium				3.5						
7 SS	24 24	6 7 2	12	UNIT 2. Medium; Reddish brown (5YR 5/3); LEAN CLAY (CL) interbedded with light greenish gray (10Y 7/1) and dark yellowish brown (10YR 4/6) SILT (ML); moist to wet; medium to high plasticity; cohesive; laminated; lacustrine.	CL			1.8						
8 SS	24 22.80	3 4 6	14					4.7						
9 SS	24 24	3 3 3	16	UNIT 4. Stiff; Gray (10YR 5/1); LEAN CLAY (CL); moist; low to medium plasticity; cohesive; massive; trace sand and gravel; diamicton.	CL			0.0						
		5 1 2	18	END OF BORING AT 18.0 FEET.										
		4 2 3 5 4 7												

I hereby certify that the information on this form is true and correct to the best of my knowledge.

Signature	Firm AECOM	Tel: Fax:

This form is authorized by Chapters 281, 283, 289, 291, 292, 293, 295, and 299, Wis. Stats. Completion of this form is mandatory. Failure to file this form may result in forfeiture of between $10 and $25,000, or imprisonment for up to one year, depending on the program and conduct involved. Personally identifiable information on this form is not intended to be be used for any other purpose. NOTE: See instructions for more information, including where the completed form should be sent.

State of Wisconsin
Department of Natural Resources

SOIL BORING LOG INFORMATION

Form 4400-122 Rev. 7-98

Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☒ Other ☐

Facility/Project Name	License/Permit/Monitoring Number	Boring Number
3533 N. 27th Street-Phase II		DCD-SB2

Boring Drilled By: Name of crew chief (first, last) and Firm	Date Drilling Started	Date Drilling Completed	Drilling Method
D. Harvey On-Site Environmental	9/29/2009	9/29/2009	2 1/4-inch dia. Geoprobe with direct push technology

WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level	Surface Elevation	Borehole Diameter
		TW-2	Feet MSL	Feet MSL	2.25 inches

Local Grid Origin ☐ (estimated: ☐) or Boring Location ☐
State Plane N, E S/C/N
NE 1/4 of 1/4 of Section 12, T 7 N, R 21 E
Lat ____ ° ____ ' ____ "
Long ____ ° ____ ' ____ "
Local Grid Location ☐ N ☐ E Feet ☐ S Feet ☐ W

Facility ID	County	County Code	Civil Town/City/ or Village
	Milwaukee	41	Milwaukee, WI

Sample Number and Type	Length Att. & Recovered (in)	Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Soil Properties: Compressive Strength	Moisture Content	Liquid Limit	Plasticity Index	P 200	RQD/ Comments
1 GP	60 38.40			UNIT 1. POORLY GRADED GRAVEL (GP); dry; non plastic; non cohesive; massive; fill.	GP			3.1						
			2					6.1						
				UNIT 2. Firm; Yellowish brown (10YR 5/4) mottled with reddish brown (5YR 5/4) and light gray (N 7/0); LEAN CLAY (CL); moist; medium plasticity; cohesive; massive; trace sand and gravel; diamicton.	CL			4.8						
			4					7.3						
2 GP	60 48		6					5.6						
				UNIT 3. Hard; Reddish brown (5YR 5/3) mottled with light greenish gray (10YR 7/1) and dark gray (10YR 4/1); LEAN CLAY (CL); moist; medium plasticity; cohesive; faintly laminated; lacustrine.	CL			5.0						
			8					6.0						
								5.9						
			10											
3 GP	60 48							6.7						
				UNIT 3. Firm; Light olive brown (2.5Y 5/3) interbedded with light brownish gray (2.5 Y 6/2) and light gray (N 7/0); LEAN CLAY (CL); moist; medium plasticity; cohesive; laminated; lacustrine.	CL			5.9						
			12					5.6						
			14					7.1						
4 GP	60 60		16					7.5						
				UNIT 4. Firm; Light yellowish brown (2.5Y 6/3) mottled with light greenish gray (10Y 7/1) and light olive brown (2.5Y 5/4); SANDY LEAN CLAY (CL); moist; low plasticity; cohesive; massive; some sand; trace gravel; diamicton.	CL			8.3						
			18					78.7						
				UNIT 4. Hard; Dark gray (10YR 4/1); SANDY LEAN CLAY (CL); moist; low plasticity; slightly cohesive; massive; some sand; trace gravel; diamicton.	CL			106						
				END OF BORING AT 20.0 FEET.										

I hereby certify that the information on this form is true and correct to the best of my knowledge.

Signature	Firm AECOM	Tel: Fax:

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State of Wisconsin
Department of Natural Resources

SOIL BORING LOG INFORMATION

Form 4400-122 Rev. 7-98

Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☒ Other ☐

Facility/Project Name	License/Permit/Monitoring Number	Boring Number
3533 N. 27th Street-Phase II		DCD-SB3

Boring Drilled By: Name of crew chief (first, last) and Firm	Date Drilling Started	Date Drilling Completed	Drilling Method
D. Harvey On-Site Environmental	9/30/2009	9/30/2009	2 1/4-inch dia. Geoprobe with direct push technology

WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level	Surface Elevation	Borehole Diameter
		DCD-SB3	Feet MSL	Feet MSL	2.25 inches

Local Grid Origin ☐ (estimated: ☐) or Boring Location ☐
State Plane N, E S/C/N
NE 1/4 of 1/4 of Section 12, T 7 N, R 21 E
Lat ____ ° ____ ' ____ "
Long ____ ° ____ ' ____ "
Local Grid Location ☐ N ☐ E Feet ☐ S Feet ☐ W

Facility ID	County	County Code	Civil Town/City/ or Village
	Milwaukee	41	Milwaukee, WI

Sample Number and Type	Length Att. & Recovered (in)	Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Soil Properties: Compressive Strength	Moisture Content	Liquid Limit	Plasticity Index	P 200	RQD/ Comments
1 GP	60 46.80			UNIT 1. POORLY GRADED GRAVEL (SP); moist; non plastic; non cohesive; massive; fill.	GP			5.3						
			2	UNIT 2. Firm; Black (10YR 2/1) mottled with dark yellowish brown (10R 4/4); LEAN CLAY (CL); moist; low to medium plasticity; cohesive; massive; trace gravel; diamicton.	CL			5.7						
					CL			5.8						
			4					5.2						
2 GP	60 55.20		6	UNIT 3. Firm; Very dark gray (10YR 3/1) mottled with dark yellowish brown (10YR 4/4); LEAN CLAY (CL); medium plasticity; cohesive; massive; laminated; lacustrine.	CL			5.7						
								4.9						
			8	UNIT 3. Firm; Reddish brown (5YR 5/3); LEAN CLAY (CL) interbedded with light greenish gray (10Y 7/1) and dark yellowish brown (10YR 4/6); SILT (ML); moist to wet; medium to high plasticity; cohesive; laminated; lacustrine.				5.8						
								5.2						
			10	UNIT 3. Hard; Light yellowish brown (2.5Y 6/3) mottled with greenish gray (10Y 7/1) and light olive brown (2.5Y 5/4); LEAN CLAY (CL); moist; medium plasticity; cohesive; laminated; lacustrine.				5						
3 GP	60 33.60							5.3						
			12					5						
					CL			5.8						
			14											
4 GP	60 39.60		16					5.7						
								5.7						
			18	UNIT 4. Soft; Pale brown (10YR 6/3) to Reddish brown (5YR 5/3); SANDY LEAN CLAY (CL); moist; medium plasticity; cohesive; trace sand and gravel; diamicton.	CL			5.5						
								5.7						
			20	END OF BORING AT 20.0 FEET.										

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State of Wisconsin
Department of Natural Resources

SOIL BORING LOG INFORMATION

Form 4400-122 Rev. 7-98

Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☒ Other ☐

Facility/Project Name	License/Permit/Monitoring Number	Boring Number
3533 N. 27th Street-Phase II		DCD-SB4

Boring Drilled By: Name of crew chief (first, last) and Firm	Date Drilling Started	Date Drilling Completed	Drilling Method
D. Harvey On-Site Environmental	9/29/2009	9/29/2009	2 1/4-inch dia. Geoprobe with direct push technology

WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level	Surface Elevation	Borehole Diameter
		DCD-SB4	Feet MSL	Feet MSL	2.25 inches

Local Grid Origin ☐ (estimated: ☐) or Boring Location ☐
State Plane N, E S/C/N
NE 1/4 of 1/4 of Section 12, T 7 N, R 21 E
Lat ____ ° ____ ' ____ "
Long ____ ° ____ ' ____ "
Local Grid Location ☐ N ☐ E Feet ☐ S Feet ☐ W

Facility ID	County	County Code	Civil Town/City/ or Village
	Milwaukee	41	Milwaukee, WI

Sample Number and Type	Length Att. & Recovered (in)	Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Soil Properties: Compressive Strength	Moisture Content	Liquid Limit	Plasticity Index	P 200	RQD/ Comments
1 GP	60 42		2	UNIT 1. POORLY GRADED GRAVEL (GP); dry; non plastic; non cohesive; massive; fill.	GP			5.8 2.5 2.5						
2 GP	60 60		4 6	UNIT 2. Firm; Yellowish brown (10YR 5/4) mottled with yellow (10YR 7/8) and light brownish gray (10YR 6/1); LEAN CLAY (CL); moist; medium plasticity; cohesive; massive; trace sand and gravel; diamicton.	CL			3.0 3.4						
3 GP	60 60		8 10 12	UNIT 3. Hard; Reddish brown (5YR 5/3) mottled with light greenish gray (10YR 7/1) and yellowish red (5YR 5/8); LEAN CLAY (CL); moist; medium to high plasticity; cohesive; laminated; lacustrine.	CL			8.7 4.1 5.1 5.0 5.3 16.9						
4 GP	60 60		14 16	UNIT 3. Firm; Light olive brown (2.5Y 5/3) interbedded with light brownish gray (2.5Y 6/2) and light gray (N 7/0); LEAN CLAY (CL); moist; high plasticity; cohesive; laminated; lacustrine.	CL			7.9 3.1 3.8 3.2 2.5						
			18 20	UNIT 4. Firm; Light yellowish brown (2.5Y 6/3) mottled with light gray (2.5Y 7/2); SANDY LEAN CLAY (CL); moist to wet; low plasticity; slightly cohesive; massive; trace sand and gravel; diamicton.	CL			5.2 8.1 3.8						
				END OF BORING AT 20.0 FEET.										

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State of Wisconsin
Department of Natural Resources

SOIL BORING LOG INFORMATION

Form 4400-122 Rev. 7-98

Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☒ Other ☐

Facility/Project Name	License/Permit/Monitoring Number	Boring Number
3533 N. 27th Street-Phase II		DCD-SB5

Boring Drilled By: Name of crew chief (first, last) and Firm	Date Drilling Started	Date Drilling Completed	Drilling Method
D. Harvey On-Site Environmental	9/30/2009	9/30/2009	2 1/4-inch dia. Geoprobe with direct push technology

WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level	Surface Elevation	Borehole Diameter
		DCD-SB5	Feet MSL	Feet MSL	2.25 inches

Local Grid Origin ☐ (estimated: ☐) or Boring Location ☐
State Plane N, E S/C/N
NE 1/4 of 1/4 of Section 12, T 7 N, R 21 E
Lat ____ ° ____ ' ____ "
Long ____ ° ____ ' ____ "
Local Grid Location ☐ N ☐ E Feet ☐ S Feet ☐ W

Facility ID	County	County Code	Civil Town/City/ or Village
	Milwaukee	41	Milwaukee, WI

Sample Number and Type	Length Att. & Recovered (in)	Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Soil Properties: Compressive Strength	Moisture Content	Liquid Limit	Plasticity Index	P 200	RQD/ Comments
1 GP	60 48			UNIT 1. POORLY GRADED GRAVEL (GP); moist; non platic; non cohesive; massive; fill.	GP			2.8						
				Firm; Black (10YR 2/1); ORGANIC SOIL (OL); moist; medium plasticity; cohesive; massive; trace plant roots; organic soil.	OL			4.7						
			2		OL			5.2						
			4	Firm; Very dark gray (10YR 3/1) and black (10YR 2/1); ORGANIC SOIL (OL); moist; low to medium plasticity; cohesive; massive; trace plant roots; organic soil.	CL			4.9						
2 GP	60 60		6	UNIT 3. Firm; Reddish brown (5YR 5/3) mottled with gray (10YR 5/1) and black (10YR 2/1); LEAN CLAY (CL); moist; medium plasticity; cohesive; faintly laminated; lacustrine.				4.6						
								4.9						
			8	UNIT 3. Reddish brown (5YR 5/3) interbedded with light greenish gray (10YR 7/1) and dark yellowish brown (10YR 4/6); LEAN CLAY (CL); moist to wet; medium to high plasticity; cohesive; laminated; lacustrine.				4.8						
								4.9						
			10					4.7						
3 GP	60 60			-POORLY GRADED SAND (SP) from 10.7 to 10.9 feet in UNIT 3.	CL			4.9						
			12					5						
								4.9						
			14					4.9						
								5						
4 GP	60 60		16	-POORLY GRADED SAND (SP) from 15.4 to 15.7 feet in UNIT 3.				5.2						
								5.2						
			18	UNIT 4. Soft; Dark gray (10YR 4/1); LEAN CLAY WITH SAND (CL); moist to wet; medium plasticity; cohesive; massive; little sand; trace gravel; diamicton.	CL			4.9						
								4.9						
			20	END OF BORING AT 20.0 FEET.				4.9						

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State of Wisconsin
Department of Natural Resources

SOIL BORING LOG INFORMATION

Form 4400-122 Rev. 7-98

Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☒ Other ☐

Facility/Project Name	License/Permit/Monitoring Number	Boring Number
3533 N. 27th Street-Phase II		DCD-SB6

Boring Drilled By: Name of crew chief (first, last) and Firm	Date Drilling Started	Date Drilling Completed	Drilling Method
D. Harvey On-Site Environmental	9/29/2009	9/29/2009	2 1/4-inch dia. Geoprobe with direct push technology

WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level	Surface Elevation	Borehole Diameter
		DCD-SB6	Feet MSL	Feet MSL	2.25 inches

Local Grid Origin ☐ (estimated: ☐) or Boring Location ☐
State Plane N, E S/C/N
NE 1/4 of 1/4 of Section 12, T 7 N, R 21 E
Lat ____ ° ____ ' ____ "
Long ____ ° ____ ' ____ "
Local Grid Location ☐ N ☐ E Feet ☐ S Feet ☐ W

Facility ID	County	County Code	Civil Town/City/ or Village
	Milwaukee	41	Milwaukee, WI

Sample Number and Type	Length Att. & Recovered (in)	Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Compressive Strength	Moisture Content	Liquid Limit	Plasticity Index	P 200	RQD/ Comments
1 GP	60 52.80			UNIT 1. POORLY GRADED GRAVEL (GP); dry to moist; non plastic; non cohesive; massive; fill.				3.9						
			2		GP			4.8						
								6.0						
			4					5.1						
				UNIT 2. Firm; Yellowish brown (10YR 5/4) mottled with yellow (10YR 7/8) and light brownish gray (10YR 6/1); LEAN CLAY (CL); moist; medium plasticity; cohesive; massive; diamicton.	CL			3.5						
2 GP	60 57.60		6					11.5						
				UNIT 3. Hard; Reddish brown (5YR 5/3) mottled with light greenish gray (10YR 7/1) and black (10YR 2/); moist; medium to high plasticity; cohesive; faintly laminated; lacustrine.				4.5						
			8					5.8						
								7.9						
			10					7.7						
3 GP	60 60							6.6						
			12					5.0						
					CL			7						
			14					6.3						
								4.8						
4 GP	60 60		16					4.5						
								5						
			18					4.3						
								3.9						
			20	UNIT 4. Firm; Gray (10YR 5/1); SANDY LEAN CLAY (CL); moist to wet; cohesive; massive; some sand; trace gravel; diamicton.	CL			5.9						
				END OF BORING AT 20.0 FEET.										

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Department of Natural Resources

SOIL BORING LOG INFORMATION

Form 4400-122 Rev. 7-98

Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☒ Other ☐

Facility/Project Name	License/Permit/Monitoring Number	Boring Number
3533 N. 27th Street-Phase II		DCD-SB7

Boring Drilled By: Name of crew chief (first, last) and Firm	Date Drilling Started	Date Drilling Completed	Drilling Method
D. Harvey On-Site Environmental	9/30/2009	9/30/2009	2 1/4-inch dia. Geoprobe with direct push technology

WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level	Surface Elevation	Borehole Diameter
		DCD-SB7	Feet MSL	Feet MSL	2.25 inches

Local Grid Origin ☐ (estimated: ☐) or Boring Location ☐
State Plane N, E S/C/N
NE 1/4 of 1/4 of Section 12, T 7 N, R 21 E
Lat ___ ° ___ ' ___ "
Long ___ ° ___ ' ___ "
Local Grid Location ☐ N ☐ E Feet ☐ S Feet ☐ W

Facility ID	County	County Code	Civil Town/City/ or Village
	Milwaukee	41	Milwaukee, WI

Sample Number and Type	Length Att. & Recovered (in)	Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Soil Properties: Compressive Strength	Moisture Content	Liquid Limit	Plasticity Index	P 200	RQD/ Comments
1 GP	60 43.20			UNIT 1. POORLY GRADED GRAVEL (GP); dry to moist; non plastic; non cohesive; massive; fill.	GP			0.0						
			2					12.9						
				Firm; Very dark gray (10YR 3/1) and black (10YR 2/1); ORGANIC SOIL (OL); moist; low plasticity; cohesive; massive; trace sand; trace plant roots; organic soil.	OL			2.9						
			4	UNIT 3. Firm; Reddish brown (5YR 5/3) mottled with gray (10YR 5/1) and black (10YR 2/1); LEAN CLAY (CL); moist; medium plasticity; cohesive; faintly laminated; lacustrine.	CL			2.2						
2 GP	60 60		6					1.5						
				UNIT 3. Firm; Reddish brown (5YR 5/3) LEAN CLAY (CL) interbedded with light greenish gray (10Y 7/1) and dark yellowish brown (10YR 4/6); SILT (ML); moist; medium to high plasticity; cohesive; laminated; lacustrine.	CL			1.3						
			8					1.7						
								1.8						
			10					6.7						
3 GP	60 44.40			UNIT 3. Soft; Light yellowish brown (2.5Y 6/3) mottled with greenish gray (10Y 7/1) and light olive brown (2.5Y 5/4); LEAN CLAY (CL); moist; medium plasticity; cohesive; laminated; lacustrine.	CL			5.6						
			12					6.3						
								5.8						
			14					5.8						
4 GP	60 56.40		16					5.5						
				UNIT 3. Black (10YR 2/1) to very dark gray (10YR 3/1); POORLY GRADED GRAVEL WITH SAND (GP); moist; non plastic; non cohesive; massive; little sand; outwash.	GP			5.8						
			18		CL			5.5						
				UNIT 3. Soft; Light yellowish brown (2.5Y 6/3) mottled with greenish gray (10Y 7/1) and light olive brown (2.5Y 5/4); LEAN CLAY (CL); moist; medium plasticity; cohesive; laminated; lacustrine.	CL			5.6						
			20					5.5						
				UNIT 4. Soft; Dark gray (10YR 4/1); LEAN CLAY WITH SAND (CL); wet; medium plasticity; cohesive; massive; little sand; trace gravel; diamicton.										
				END OF BORING AT 20.0 FEET.										

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Department of Natural Resources

SOIL BORING LOG INFORMATION

Form 4400-122 Rev. 7-98

Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☒ Other ☐

Facility/Project Name	License/Permit/Monitoring Number	Boring Number
3533 N. 27th Street-Phase II		DCD-SB-8

Boring Drilled By: Name of crew chief (first, last) and Firm	Date Drilling Started	Date Drilling Completed	Drilling Method
D. Prentice Great Lakes Power Vac	10/19/2009	10/19/2009	Hydro excavation

WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level	Surface Elevation	Borehole Diameter
		DCD-SB-8	Feet MSL	Feet MSL	8.00 inches

Local Grid Origin ☐ (estimated: ☐) or Boring Location ☐
State Plane N, E S/C/N
NE 1/4 of 1/4 of Section 12, T 7 N, R 21 E
Lat ____ ° ____ ' ____ "
Long ____ ° ____ ' ____ "
Local Grid Location ☐ N ☐ E Feet ☐ S Feet ☐ W

Facility ID	County	County Code	Civil Town/City/ or Village
	Milwaukee	41	Milwaukee, WI

Sample: Number and Type	Length Att. & Recovered (in)	Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Soil Properties: Compressive Strength	Moisture Content	Liquid Limit	Plasticity Index	P 200	RQD/ Comments
			2											
			4											
				Light brown; silty sand; small gravel; loose fill; wet	Fill									
			6	END OF BORING AT 6.0 FEET.										

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SOIL BORING LOG INFORMATION

Form 4400-122 Rev. 7-98

Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☒ Other ☐

Facility/Project Name	License/Permit/Monitoring Number	Boring Number
3533 N. 27th Street-Phase II		DCD-SB9

Boring Drilled By: Name of crew chief (first, last) and Firm	Date Drilling Started	Date Drilling Completed	Drilling Method
D. Harvey On-Site Environmental	9/29/2009	9/29/2009	2 1/4-inch dia. Geoprobe with direct push technology

WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level	Surface Elevation	Borehole Diameter
		TW-9	Feet MSL	Feet MSL	2.25 inches

Local Grid Origin ☐ (estimated: ☐) or Boring Location ☐
State Plane N, E S/C/N
NE 1/4 of 1/4 of Section 12, T 7 N, R 21 E
Lat ___ ° ___ ' ___ "
Long ___ ° ___ ' ___ "
Local Grid Location ☐ N ☐ E Feet ☐ S Feet ☐ W

Facility ID	County	County Code	Civil Town/City/ or Village
	Milwaukee	41	Milwaukee, WI

Sample Number and Type	Length Att. & Recovered (in)	Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Soil Properties: Compressive Strength	Moisture Content	Liquid Limit	Plasticity Index	P 200	RQD/ Comments
1 GP	60 39.60			UNIT 1. POORLY GRADED GRAVEL (GP); moist; non plastic; non cohesive; massive; fill.	GP			3.3						
			2	UNIT 1. Hard; Light olive brown (2.5YR 5/4) mottled with gray (10YR 5/1); SILT WITH SAND (ML); moist; non plasticity; non cohesive; massive; little sand; fill.	ML			3.5						
					CL			3.0						
			4	UNIT 2. Firm; Reddish brown (5YR 5/3) mottled with gray (10YR 5/1); LEAN CLAY (CL); moist; medium plasticity; cohesive; massive; trace lonestone; diamicton.				3.3						
2 GP	60 48		6	UNIT 3. Firm; Dark gray (2.5Y 4/1) mottled with olive brown (2.5Y 4/3); LEAN CLAY (CL); moist; medium plasticity; cohesive; faintly laminated; trace lonestone; trace plant roots; lacustrine.	CL			4.3						
								4.4						
			8					5.0						
								4.1						
3 GP	60 60		10					6.6						
			12	UNIT 3. Firm; Reddish brown (5YR 5/4) mottled with light greenish gray (10YR 7/1); LEAN CLAY (CL); moist; medium to high plasticity; cohesive; laminated; lacustrine.	CL			5.0						
								4.6						
			14	UNIT 3. Firm; Light olive brown (2.5Y 5/4) interbedded with gray (2.5Y 6/1); LEAN CLAY (CL); moist; medium to high plasticity; cohesive; laminated; lacustrine.				4.9						
4 GP	60 57.60		16		CL			6.2						
								3.7						
			18					3.5						
								3.7						
			20	UNIT 4. Hard; Light olive brown (2.5Y 5/4) mottled with light olive brown (2.5Y 5/6); LEAN CLAY (CL); moist; low plasticity; cohesive; massive; trace sand; diamicton.	CL			3.8						
				END OF BORING AT 20.0 FEET.										

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Signature	Firm AECOM	Tel: Fax:

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Department of Natural Resources

SOIL BORING LOG INFORMATION

Form 4400-122 Rev. 7-98

Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☒ Other ☐

Facility/Project Name	License/Permit/Monitoring Number	Boring Number
3533 N. 27th Street-Phase II		DCD-SB10

Boring Drilled By: Name of crew chief (first, last) and Firm	Date Drilling Started	Date Drilling Completed	Drilling Method
D. Harvey On-Site Environmental	9/30/2009	9/30/2009	2 1/4-inch dia. Geoprobe with direct push technology

WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level	Surface Elevation	Borehole Diameter
		DCD-SB10	Feet MSL	Feet MSL	2.25 inches

Local Grid Origin ☐ (estimated: ☐) or Boring Location ☐
State Plane N, E S/C/N
NE 1/4 of 1/4 of Section 12, T 7 N, R 21 E
Lat ____ ° ____ ' ____ "
Long ____ ° ____ ' ____ "
Local Grid Location ☐ N ☐ E Feet ☐ S Feet ☐ W

Facility ID	County	County Code	Civil Town/City/ or Village
	Milwaukee	41	Milwaukee, WI

Sample Number and Type	Length Att. & Recovered (in)	Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Soil Properties: Compressive Strength	Moisture Content	Liquid Limit	Plasticity Index	P 200	RQD/ Comments
1 GP	60 40.80			UNIT 1. POORLY GRADED GRAVEL WITH SAND (GP); moist; non plastic; non cohesive; massive; fill.	GP			0.0						
			2	Firm; Very dark gray (10YR 3/1); ORGANIC SOIL (OL); moist; low plasticity; cohesive; massive; few sand; organic soil.	OL			0.0						
				UNIT 3. Firm; Reddish brown (5YR 5/3) mottled with gray (10YR 5/1) and very dark gray (10YR 3/1); LEAN CLAY (CL); moist; medium plasticity; cohesive; massive; lacustrine.	CL			0.0						
			4					0.0						
2 GP	60 57.60		6					0.0						
				UNIT 3. Firm; Reddish brown (5YR 5/3) interbedded with yellowish red (5YR 5/8) and dark yellowish brown (10YR 4/6); LEAN CLAY (CL); moist; medium plasticity; cohesive; laminated; lacustrine.	CL			0.0						
			8					0.0						
								1.7						
			10					1.9						
3 GP	60 52.80			UNIT 3. Soft; Light yellowish brown (2.5Y 6/3) mottled with greenish gray (10Y 7/1) and light olive brown (2.5Y 5/4); LEAN CLAY (CL); moist; medium plasticity; cohesive; laminated; lacustrine.	CL			0.4						
			12					0.0						
								0.0						
			14					0.0						
								0.0						
4 GP	60 50.40		16					0.0						
				UNIT 4. Soft; Dark gray (10YR 4/1); LEAN CLAY WITH SAND (CL); wet; medium plasticity; cohesive; massive; little sand; trace gravel; diamicton.	CL			0.0						
			18					0.0						
								0.0						
			20					0.0						
				END OF BORING AT 20.0 FEET.										

I hereby certify that the information on this form is true and correct to the best of my knowledge.

Signature	Firm AECOM	Tel: Fax:

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State of Wisconsin
Department of Natural Resources

SOIL BORING LOG INFORMATION

Form 4400-122 Rev. 7-98

Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☒ Other ☐

Facility/Project Name	License/Permit/Monitoring Number	Boring Number
3533 N. 27th Street-Phase II		DCD-SB11

Boring Drilled By: Name of crew chief (first, last) and Firm	Date Drilling Started	Date Drilling Completed	Drilling Method
D. Harvey On-Site Environmental	9/29/2009	9/29/2009	2 1/4-inch dia. Geoprobe with direct push technology

WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level	Surface Elevation	Borehole Diameter
		TW-11	Feet MSL	Feet MSL	2.25 inches

Local Grid Origin ☐ (estimated: ☐) or Boring Location ☐
State Plane N, E S/C/N
NE 1/4 of 1/4 of Section 12, T 7 N, R 21 E
Lat ____ ° ____ ' ____ "
Long ____ ° ____ ' ____ "
Local Grid Location ☐ N ☐ E Feet ☐ S Feet ☐ W

Facility ID	County	County Code	Civil Town/City/ or Village
	Milwaukee	41	Milwaukee, WI

Sample Number and Type	Length Att. & Recovered (in)	Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Soil Properties: Compressive Strength	Moisture Content	Liquid Limit	Plasticity Index	P 200	RQD/ Comments
1 GP	60 40		2, 4	UNIT 1. POORLY GRADED GRAVEL WITH SAND (GP); moist; non plastic; non cohesive; massive; little sand; fill.	GP			2.6, 5.1, 4.4, 3.8						
2 GP	60 60		6	UNIT 2. Fill: Hard; Yellowish brown (10YR 5/4) mottled with yellow (10YR 7/8); LEAN CLAY WITH SAND (CL); moist low plasticity; cohesive; massive; trace sand and gravel; diamicton.	CL			5.3, 7.2						
			8, 10	UNIT 3. Hard; Reddish brown (5YR 5/3) mottled with light gray (5YR 7/1); LEAN CLAY (CL); moist; medium plasticity; cohesive; laminated; lacustrine.	CL			7.1, 9.9						
3 GP	60 60		12					6.2, 6.1, 8.1						
			14					6.0, 5.7						
4 GP	60 60		16, 18					6.1, 4.8, 7.9, 9.0						
				UNIT 4. Firm; Gray (10YR 5/1); SANDY LEAN CLAY (CL); wet; low plasticity; slightly cohesive; massive; some sand; trace gravel; diamicton.	CL			8.9, 5.3						
				END OF BORING AT 20.0 FEET.										

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State of Wisconsin
Department of Natural Resources

SOIL BORING LOG INFORMATION

Form 4400-122 Rev. 7-98

Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☒ Other ☐

Facility/Project Name	License/Permit/Monitoring Number	Boring Number
3533 N. 27th Street-Phase II		DCD-SB12

Boring Drilled By: Name of crew chief (first, last) and Firm	Date Drilling Started	Date Drilling Completed	Drilling Method
D. Harvey On-Site Environmental	9/30/2009	9/30/2009	2 1/4-inch dia. Geoprobe with direct push technology

WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level	Surface Elevation	Borehole Diameter
		TW-12	Feet MSL	Feet MSL	2.25 inches

Local Grid Origin ☐ (estimated: ☐) or Boring Location ☐
State Plane N, E S/C/N
NE 1/4 of 1/4 of Section 12, T 7 N, R 21 E
Lat ___ ° ___ ' ___ "
Long ___ ° ___ ' ___ "
Local Grid Location ☐ N ☐ E Feet ☐ S Feet ☐ W

Facility ID	County	County Code	Civil Town/City/ or Village
	Milwaukee	41	Milwaukee, WI

Sample Number and Type	Length Att. & Recovered (in)	Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Soil Properties: Compressive Strength	Moisture Content	Liquid Limit	Plasticity Index	P 200	RQD/ Comments
1 GP	60 60			UNIT 1. POORLY GRADED GRAVEL (GP); moist; non plastic; non cohesive; massive; fill.	GP			4.8						
			2	UNIT 1. Firm; Very dark gray (10YR 3/1); SANDY LEAN CLAY (CL); moist; low plasticity; cohesive; massive; some sand; trace gravel; fill.	CL			1.7						
					OL			2.3						
			4	Firm; Very dark gray (10YR 3/1) and black (10YR 2/1); ORGANIC SOIL (OL); moist; low plasticity; cohesive; massive; trace sand and gravel; trace plant roots; burried soil.	CL			0.0						
2 GP	60 60		6	UNIT 3. Firm; Reddish brown (5YR 5/3) mottled with gray (10YR 5/1) and black (10YR 2/1); LEAN CLAY (CL); moist; medium plasticity; cohesive; faintly laminated; lacustrine.				0.0						
								0.0						
			8	UNIT 3. Firm; Reddish brown (5YR 5/3) interbedded with light greenish gray (10YR 7/1) and dark yellowish brown (10YR 4/6); LEAN CLAY (CL); moist to wet; medium to high plasticity; cohesive; laminated; lacustrine.				0.8						
								0.7						
3 GP	60 43.20		10					0.6						
								0.0						
			12		CL			0.0						
								0.0						
			14					0.0						
								0.0						
4 GP	60 60		16					0.0						
								0.0						
			18	UNIT 3. Firm; Light yellowish brown (2.5Y 6/3) mottled with greenish gray (10Y 7/1) and light olive brown (2.5Y 5/4); LEAN CLAY (CL); moist; medium plasticity; cohesive; laminated; lacustrine.	CL			0.0						
					CL			0.0						
				UNIT 4. Soft; Dark gray (10YR 4/1); SANDY LEAN CLAY (CL); moist to wet; low plasticity; cohesive; massive; trace sand and gravel; diamicton.				0.0						
				END OF BORING AT 20.0 FEET.										

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State of Wisconsin
Department of Natural Resources

SOIL BORING LOG INFORMATION

Form 4400-122 Rev. 7-98

Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☒ Other ☐

Facility/Project Name	License/Permit/Monitoring Number	Boring Number
3533 N. 27th Street-Phase II		DCD-SB13A

Boring Drilled By: Name of crew chief (first, last) and Firm	Date Drilling Started	Date Drilling Completed	Drilling Method
D. Prentice Great Lakes Power Vac	10/19/2009	10/19/2009	Hydro excavation

WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level	Surface Elevation	Borehole Diameter
		DCD-SB13A	Feet MSL	Feet MSL	8.00 inches

Local Grid Origin ☐ (estimated: ☐) or Boring Location ☐
State Plane N, E S/C/N
NE 1/4 of 1/4 of Section 12, T 7 N, R 21 E

Lat ____ ° ____ ' ____ "
Long ____ ° ____ ' ____ "

Local Grid Location
☐ N ☐ E
Feet ☐ S Feet ☐ W

Facility ID	County	County Code	Civil Town/City/ or Village
	Milwaukee	41	Milwaukee, WI

Sample: Number and Type	Length Att. & Recovered (in)	Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Soil Properties: Compressive Strength	Moisture Content	Liquid Limit	Plasticity Index	P 200	RQD/ Comments
			2											
			4											
			6											
			8											
			10	Black and dark brown; sandy silt; small gravel; loose fill; wet END OF BORING AT 10.0 FEET.	Fill									

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State of Wisconsin
Department of Natural Resources

SOIL BORING LOG INFORMATION

Form 4400-122 Rev. 7-98

Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☒ Other ☐

Facility/Project Name	License/Permit/Monitoring Number	Boring Number
3533 N. 27th Street-Phase II		DCD-SB13B

Boring Drilled By: Name of crew chief (first, last) and Firm	Date Drilling Started	Date Drilling Completed	Drilling Method
D. Prentice Great Lakes Power Vac	10/20/2009	10/20/2009	Hydro excavation

WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level	Surface Elevation	Borehole Diameter
		DCD-SB13B	Feet MSL	Feet MSL	8.00 inches

Local Grid Origin ☐ (estimated: ☐) or Boring Location ☐
State Plane N, E S/C/N
NE 1/4 of 1/4 of Section 12, T 7 N, R 21 E

Lat ____ ° ____ ' ____ "
Long ____ ° ____ ' ____ "

Local Grid Location
☐ N ☐ E
Feet ☐ S Feet ☐ W

Facility ID	County	County Code	Civil Town/City/ or Village
	Milwaukee	41	Milwaukee, WI

Sample: Number and Type	Length Att. & Recovered (in)	Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Soil Properties: Compressive Strength	Moisture Content	Liquid Limit	Plasticity Index	P 200	RQD/ Comments
			2											
			4											
			6											
			8	Dark brown to black; silty sand; trace wood; small gravel; wet END OF BORING AT 8.0 FEET.	Fill									

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State of Wisconsin
Department of Natural Resources

SOIL BORING LOG INFORMATION

Form 4400-122 Rev. 7-98

Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☒ Other ☐

Facility/Project Name	License/Permit/Monitoring Number	Boring Number
3533 N. 27th Street-Phase II		DCD-SB14

Boring Drilled By: Name of crew chief (first, last) and Firm	Date Drilling Started	Date Drilling Completed	Drilling Method
D. Harvey On-Site Environmental	10/7/2009	10/7/2009	2 1/4-inch dia. Geoprobe with direct push technology

WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level	Surface Elevation	Borehole Diameter
		DCD-SB14	Feet MSL	Feet MSL	2.25 inches

Local Grid Origin ☐ (estimated: ☐) or Boring Location ☐
State Plane N, E S/C/N
NE 1/4 of 1/4 of Section 12, T 7 N, R 21 E
Lat ____ ° ____ ' ____ "
Long ____ ° ____ ' ____ "
Local Grid Location ☐ N ☐ E Feet ☐ S Feet ☐ W

Facility ID	County	County Code	Civil Town/City/ or Village
	Milwaukee	41	Milwaukee, WI

Sample Number and Type	Length Att. & Recovered (in)	Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Soil Properties: Compressive Strength	Moisture Content	Liquid Limit	Plasticity Index	P 200	RQD/ Comments
1 GP	60 48			UNIT 1. CONCRETE FROM 0.0 TO 0.9 FEET.	Concrete									
			2	UNIT 1. Black (10YR 2/1); SANDY LEAN CLAY (CL); moist to wet; non plastic; non cohesive; massive; some sand and gravel; fill. -Becomes wet at 1.2 feet	CL			1.8						
			4	UNIT 1. Dark yellowish brown; POORLY GRADED SAND WITH GRAVEL (SP); wet; non plastic; non cohesive; massive; trace sand and gravel; fill.	SP									
2 GP	60 60		6	UNIT 2. Firm; Yellowish brown (10YR 5/4) or pale brown (10YR 6/3); LEAN CLAY (CL); moist; medium plasticity; slightly cohesive; trace sand and gravel; diamicton.	CL			110						
			8	UNIT 3. Firm; Brown (10YR 5/3) and light gray (10YR 7/1) interbedded mottled with light greenish gray (10Y 7/1) and dark yellowish brown (10YR 4/6); LEAN CLAY (CL); moist; high plasticity; cohesive; laminated; lacustrine.	CL			20.2						
3 GP	60 34.80		10											
			12	UNIT 4. Hard; Gray (10YR 5/1); LEAN CLAY (CL); low to medium plasticity, trace sand and gravel; diamicton.	CL			8.1						
			14											
				END OF BORING AT 15.0 FEET.										

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State of Wisconsin
Department of Natural Resources

SOIL BORING LOG INFORMATION

Form 4400-122 Rev. 7-98

Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☒ Other ☐

Facility/Project Name	License/Permit/Monitoring Number	Boring Number
3533 N. 27th Street-Phase II		DCD-SB15

Boring Drilled By: Name of crew chief (first, last) and Firm	Date Drilling Started	Date Drilling Completed	Drilling Method
D. Harvey On-Site Environmental	10/7/2009	10/7/2009	2 1/4-inch dia. Geoprobe with direct push technology

WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level	Surface Elevation	Borehole Diameter
		TW-15	Feet MSL	Feet MSL	2.25 inches

Local Grid Origin ☐ (estimated: ☐) or Boring Location ☐
State Plane N, E S/C/N
NE 1/4 of 1/4 of Section 12, T 7 N, R 21 E
Lat ____ ° ____ ' ____ "
Long ____ ° ____ ' ____ "
Local Grid Location ☐ N ☐ E Feet ☐ S Feet ☐ W

Facility ID	County	County Code	Civil Town/City/ or Village
	Milwaukee	41	Milwaukee, WI

Sample Number and Type	Length Att. & Recovered (in)	Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Soil Properties: Compressive Strength	Moisture Content	Liquid Limit	Plasticity Index	P 200	RQD/ Comments
1 GP	60 38.40			UNIT 1. ASPHALT FROM 0.0 TO 0.2 FEET.	Asphalt									
				UNIT 1. CONCRETE FROM 0.2 TO 0.8 FEET.	Concrete									
			2	UNIT 1. Black (10YR 2/1); POORLY GRADED SAND WITH GRAVEL (SP); wet; non plastic; non cohesive; massive; little gravel; fill.	SP			5.2						
			4	UNIT 2. Hard; Dark brown (10YR 3/3) and light gray (10YR 7/1); LEAN CLAY (CL); moist; low plasticity; slightly cohesive; trace sand and gravel; diamicton.	CL									
2 GP	60 60		6					10.1						
			8	UNIT 3. Firm; Reddish brown (5YR 5/3); LEAN CLAY (CL) interbedded with light greenish gray (10Y 7/1) and dark yellowish brown (10YR 4/6) SILT (ML); moist; medium to high plasticity; cohesive; laminated; lacustrine.				32.8						
3 GP	60 58.80		10		CL			10.0						
			12											
			14					2.7						
4 GP	60 60		16	UNIT 4. Hard; Gray (10YR 5/1); SANDY LEAN CLAY (CL), moist; medium plasticity, little sand; trace gravel; diamicton.	CL			5.2						
			18											
			20	END OF BORING AT 20.0 FEET.										

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Department of Natural Resources

SOIL BORING LOG INFORMATION

Form 4400-122 Rev. 7-98

Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☒ Other ☐

Facility/Project Name	License/Permit/Monitoring Number	Boring Number
3533 N. 27th Street-Phase II		DCD-SB16

Boring Drilled By: Name of crew chief (first, last) and Firm	Date Drilling Started	Date Drilling Completed	Drilling Method
D. Harvey On-Site Environmental	10/7/2009	10/7/2009	2 1/4-inch dia. Geoprobe with direct push technology

WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level	Surface Elevation	Borehole Diameter
		DCD-SB16	Feet MSL	Feet MSL	2.25 inches

Local Grid Origin ☐ (estimated: ☐) or Boring Location ☐
State Plane N, E S/C/N
NE 1/4 of 1/4 of Section 12, T 7 N, R 21 E
Lat ____ ° ____ ' ____ "
Long ____ ° ____ ' ____ "
Local Grid Location ☐ N ☐ E Feet ☐ S Feet ☐ W

Facility ID	County	County Code	Civil Town/City/ or Village
	Milwaukee	41	Milwaukee, WI

Sample Number and Type	Length Att. & Recovered (in)	Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Soil Properties: Compressive Strength	Moisture Content	Liquid Limit	Plasticity Index	P 200	RQD/ Comments
1 GP	60 31.20			UNIT 1. CONCRETE FROM 0.0 TO 0.9 FEET.	Concrete									
			2	UNIT 1. Soft; Black (10YR 2/1); SANDY LEAN CLAY WITH GRAVEL (CL); moist to wet; non plastic; non cohesive; massive; some sand; little gravel; fill.				25.6						
			4		CL									
2 GP	36 30		6					25.3						
			8	END OF BORING AT 8.0 FEET.										

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SOIL BORING LOG INFORMATION

Form 4400-122 Rev. 7-98

Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☒ Other ☐

Facility/Project Name	License/Permit/Monitoring Number	Boring Number
3533 N. 27th Street-Phase II		DCD-SB17

Boring Drilled By: Name of crew chief (first, last) and Firm	Date Drilling Started	Date Drilling Completed	Drilling Method
D. Harvey On-Site Environmental	10/7/2009	10/7/2009	2 1/4-inch dia. Geoprobe with direct push technology

WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level	Surface Elevation	Borehole Diameter
		TW-17	Feet MSL	Feet MSL	2.25 inches

Local Grid Origin ☐ (estimated: ☐) or Boring Location ☐
State Plane N, E S/C/N
NE 1/4 of 1/4 of Section 12, T 7 N, R 21 E
Lat ____ ° ____ ' ____ "
Long ____ ° ____ ' ____ "
Local Grid Location ☐ N ☐ E Feet ☐ S Feet ☐ W

Facility ID	County	County Code	Civil Town/City/ or Village
	Milwaukee	41	Milwaukee, WI

Sample Number and Type	Length Att. & Recovered (in)	Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Compressive Strength	Moisture Content	Liquid Limit	Plasticity Index	P 200	RQD/ Comments
1 GP	60 28.80			UNIT 1. CONCRETE FROM 0.0 TO 1.1 FEET.	Concrete									
			2	UNIT 1. POORLY GRADED SAND WITH GRAVEL (SP); moist to wet; non plastic; non cohesive; massive; little gravel; fill. -Becomes wet at 1.3 feet	SP			52.8						
			4											
2 GP	60 40.80		6	UNIT 3. Hard; Grayish brown (10YR 5/2) with light gray (10YR 7/1); LEAN CLAY (CL) interbedded with light greenish gray (10Y 7/1) and dark yellowish brown (10YR 4/6) SILT (ML); moist to wet; medium to high plasticity; cohesive; faintly laminated; lacustrine.	CL			25.2						
			8					11.6						
			10											
3 GP	60 60		12	UNIT 3. Hard; Grayish brown (10YR 5/2) with light gray (10YR 7/1); LEAN CLAY (CL) interbedded with light greenish gray (10Y 7/1) and dark yellowish brown (10YR 4/6) SILT (ML); moist to wet; medium to high plasticity; cohesive; laminated; lacustrine.	CL			9						
			14	UNIT 4. Hard; Gray (10YR 5/1); SANDY LEAN CLAY (CL); low to medium plasticity, cohesive; trace sand and gravel; diamicton.	CL			17.1						
			16	END OF BORING AT 15.0 FEET.										
			18											

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Signature	Firm AECOM	Tel: Fax:

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Department of Natural Resources

SOIL BORING LOG INFORMATION

Form 4400-122 Rev. 7-98

Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☒ Other ☐

Facility/Project Name	License/Permit/Monitoring Number	Boring Number
3533 N. 27th Street-Phase II		DCD-SB18

Boring Drilled By: Name of crew chief (first, last) and Firm	Date Drilling Started	Date Drilling Completed	Drilling Method
D. Harvey On-Site Environmental	10/7/2009	10/7/2009	2 1/4-inch dia. Geoprobe with direct push technology

WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level	Surface Elevation	Borehole Diameter
		DCD-SB18	Feet MSL	Feet MSL	2.25 inches

Local Grid Origin ☐ (estimated: ☐) or Boring Location ☐
State Plane N, E S/C/N
NE 1/4 of 1/4 of Section 12, T 7 N, R 21 E
Lat ____ ° ____ ' ____ "
Long ____ ° ____ ' ____ "
Local Grid Location ☐ N ☐ E Feet ☐ S Feet ☐ W

Facility ID	County	County Code	Civil Town/City/ or Village
	Milwaukee	41	Milwaukee, WI

Sample Number and Type	Length Att. & Recovered (in)	Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Soil Properties: Compressive Strength	Moisture Content	Liquid Limit	Plasticity Index	P 200	RQD/ Comments
1 GP	60 40.80			UNIT 1. CONCRETE FROM 0.0 TO 0.6 FEET.	Concrete									
			2	UNIT 1. Yellowish brown (10YR 5/4); POORLY GRADED SAND WITH GRAVEL (SP); moist; non plastic; non cohesive; massive; trace sand and gravel; fill.				19.0						
			4	-Becomes wet at 3.3 feet	SP									
2 GP	60 56.40		6											
			8	-As above from 0.6 to 7.4 feet, but color changes to black (10YR 2/1)				30.4						
			10	UNIT 1. Black (10YR 2/1) to gray (10YR 5/1); POORLY GRADED GRAVEL WITH SAND (GP); wet; non plastic; non cohesive; massive; little sand; fill.	GP SP			52.4						
3 GP	60 55.20			UNIT 1. Black (10YR 2/1); POORLY GRADED SAND (SP); wet; non plastic; non cohesive; massive; fill.				5.3						
			12	UNIT 3. Firm; Reddish brown (5YR 5/3); LEAN CLAY (CL) interbedded with light greenish gray (10Y 7/1) and dark yellowish brown (10YR 4/6) SILT (ML); moist to wet; medium to high plasticity; cohesive; laminated; lacustrine.				19.9						
			14		CL									
4 GP	60 40.80		16					28.6						
			18					8.8						
				UNIT 4. Hard; Gray (10YR 5/1); LEAN CLAY (CL); moist; low to medium plasticity, cohesive; trace fine sand and gravel; diamicton.	CL									
			20	END OF BORING AT 20.0 FEET.										

I hereby certify that the information on this form is true and correct to the best of my knowledge.

Signature	Firm AECOM	Tel: Fax:

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State of Wisconsin
Department of Natural Resources

SOIL BORING LOG INFORMATION

Form 4400-122 Rev. 7-98

Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☒ Other ☐

Facility/Project Name	License/Permit/Monitoring Number	Boring Number
3533 N. 27th Street-Phase II		DCD-SB248

Boring Drilled By: Name of crew chief (first, last) and Firm	Date Drilling Started	Date Drilling Completed	Drilling Method
D. Copeland Kitson Environmental	3/12/2010	3/12/2010	2 1/4-inch dia. Geoprobe with direct push technology

WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level	Surface Elevation	Borehole Diameter
		DCD-SB248	Feet MSL	Feet MSL	2.25 inches

Local Grid Origin ☐ (estimated: ☐) or Boring Location ☐
State Plane N, E S/C/N
NE 1/4 of 1/4 of Section 12, T 7 N, R 21 E
Lat ____ ° ____ ' ____ "
Long ____ ° ____ ' ____ "
Local Grid Location ☐ N ☐ E Feet ☐ S Feet ☐ W

Facility ID	County	County Code	Civil Town/City/ or Village
	Milwaukee	41	Milwaukee, WI

Sample Number and Type	Length Att. & Recovered (in)	Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Soil Properties: Compressive Strength	Moisture Content	Liquid Limit	Plasticity Index	P 200	RQD/ Comments
1 GP	48 39.60			UNIT 1. CONCRETE FROM 0.0 TO 0.7 FEET.	Concrete									
			2	UNIT 1. Light yellowish brown (10YR 6/4); POORLY GRADED SAND (SP); wet; non plastic; non cohesive; massive; fill.	SP			0.0						
			4	UNIT 1. Firm; Grayish brown (10YR 5/2) mottled with gray (10YR 6/1); LEAN CLAY WITH SAND (CL); moist; low plasticity; cohesive; massive; little sand; trace gravel; fill.	CL			0.0						
2 GP	48 21.60		6	UNIT 1. Black (10YR 2/1); POORLY GRADED SAND (SP); wet; non plastic; non cohesive; massive; trace wood; fill.	SP			0.0						
			8	END OF BORING AT 8.0 FEET.										

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Department of Natural Resources

SOIL BORING LOG INFORMATION

Form 4400-122 Rev. 7-98

Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☒ Other ☐

Facility/Project Name	License/Permit/Monitoring Number	Boring Number
3533 N. 27th Street-Phase II		DCD-SB249

Boring Drilled By: Name of crew chief (first, last) and Firm	Date Drilling Started	Date Drilling Completed	Drilling Method
D. Copeland Kitson Environmental	3/12/2010	3/12/2010	2 1/4-inch dia. Geoprobe with direct push technology

WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level	Surface Elevation	Borehole Diameter
		DCD-SB249	Feet MSL	Feet MSL	2.25 inches

Local Grid Origin ☐ (estimated: ☐) or Boring Location ☐
State Plane N, E S/C/N
NE 1/4 of 1/4 of Section 12, T 7 N, R 21 E
Lat ____ ° ____ ' ____ "
Long ____ ° ____ ' ____ "
Local Grid Location ☐ N ☐ E Feet ☐ S Feet ☐ W

Facility ID	County	County Code	Civil Town/City/ or Village
	Milwaukee	41	Milwaukee, WI

Sample Number and Type	Length Att. & Recovered (in)	Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Soil Properties: Compressive Strength	Moisture Content	Liquid Limit	Plasticity Index	P 200	RQD/ Comments
1 GP	48 30		2 4	UNIT 1. CONCRETE FROM 0.0 TO 0.8 FEET.	Concrete									
				UNIT 1. Yellowish brown (10YR 5/4); POORLY GRADED SAND (SP); wet; non plastic; non cohesive; massive; trace glass; fill.	SP			0.0						
				UNIT 1. Firm; Grayish brown (10YR 5/2) and yellowish brown (10YR 5/4); LEAN CLAY WITH SAND (CL); wet; low to medium plasticity; cohesive; massive; little sand; trace gravel and brick; fill.	CL			0.0						
				UNIT 1. Firm; Dark grayish brown (10YR 4/2) mottled with brown (10YR 5/3); LEAN CLAY WITH SAND (CL); moist; low to medium plasticity; cohesive; massive; little sand; trace gravel; fill.	CL									
				UNIT 1. Yellowish brown (10YR 6/4) and yellowish red (5YR 4/6); POORLY GRADED SAND (SP); moist to wet; non plastic; non cohesive; massive; trace brick; fill.	SP									
				END OF BORING AT 4.0 FEET.										

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Department of Natural Resources

SOIL BORING LOG INFORMATION

Form 4400-122 Rev. 7-98

Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☒ Other ☐

Facility/Project Name	License/Permit/Monitoring Number	Boring Number
3533 N. 27th Street-Phase II		DCD-SB250

Boring Drilled By: Name of crew chief (first, last) and Firm	Date Drilling Started	Date Drilling Completed	Drilling Method
D. Copeland Kitson Environmental	3/12/2010	3/12/2010	2 1/4-inch dia. Geoprobe with direct push technology

WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level	Surface Elevation	Borehole Diameter
		DCD-SB250	Feet MSL	Feet MSL	2.25 inches

Local Grid Origin ☐ (estimated: ☐) or Boring Location ☐
State Plane N, E S/C/N
NE 1/4 of 1/4 of Section 12, T 7 N, R 21 E
Lat ____ ° ____ ' ____ "
Long ____ ° ____ ' ____ "
Local Grid Location ☐ N ☐ E Feet ☐ S Feet ☐ W

Facility ID	County	County Code	Civil Town/City/ or Village
	Milwaukee	41	Milwaukee, WI

Sample Number and Type	Length Att. & Recovered (in)	Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Soil Properties: Compressive Strength	Moisture Content	Liquid Limit	Plasticity Index	P 200	RQD/ Comments
1 GP	48 34.80			UNIT 1. ASPHALT FROM 0.0 TO 0.1 FEET.	Asphalt									
				UNIT 1. CONCRETE FROM 0.1 TO 0.9 FEET.	Concrete									
			2	UNIT 1. Yellowish brown (10YR 5/6); POORLY GRADED SAND (SP); wet; non plastic; non cohesive; massive; trace gravel; fill.				0.0						
			4		SP									
2 GP	42 42													
			6					0.0 0.0						
				END OF BORING AT 7.5 FEET.										

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Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☒ Other ☐

Facility/Project Name	License/Permit/Monitoring Number	Boring Number
3533 N. 27th Street-Phase II		DCD-SB251

Boring Drilled By: Name of crew chief (first, last) and Firm	Date Drilling Started	Date Drilling Completed	Drilling Method
D. Copeland Kitson Environmental	3/12/2010	3/12/2010	2 1/4-inch dia. Geoprobe with direct push technology

WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level	Surface Elevation	Borehole Diameter
		DCD-SB251	Feet MSL	Feet MSL	2.25 inches

Local Grid Origin ☐ (estimated: ☐) or Boring Location ☐
State Plane N, E S/C/N
NE 1/4 of 1/4 of Section 12, T 7 N, R 21 E
Lat ____ ° ____ ' ____ "
Long ____ ° ____ ' ____ "
Local Grid Location ☐ N ☐ E Feet ☐ S Feet ☐ W

Facility ID	County	County Code	Civil Town/City/ or Village
	Milwaukee	41	Milwaukee, WI

Sample Number and Type	Length Att. & Recovered (in)	Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Soil Properties: Compressive Strength	Moisture Content	Liquid Limit	Plasticity Index	P 200	RQD/ Comments
1 GP	48 48			UNIT 1. CONCRETE FROM 0.0 TO 0.9 FEET.	Concrete									
			2	UNIT 1. Firm; Black (10YR 4/1) to very dark gray (10YR 3/1); LEAN CLAY (CL); moist; low plasticity; slightly cohesive; massive; trace sand and plant roots; fill.	CL			0.0						
			4	UNIT 1. Firm; Very dark gray (10YR 3/1) mottled with dark yellowish brown (10YR 4/6); SANDY LEAN CLAY (CL); moist to wet; low plasticity; cohesive; massive; some sand; trace gravel; trace glass; fill.	CL			0.0						
				UNIT 2. Firm; Greenish gray (5G 5/1) mottled with reddish gray (5YR 5/2); LEAN CLAY (CL); moist to wet; medium plasticity; cohesive; massive; trace sand and gravel; diamicton.	CL									
				END OF BORING AT 4.0 FEET.										

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SOIL BORING LOG INFORMATION

Form 4400-122 Rev. 7-98

Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☒ Other ☐

Facility/Project Name	License/Permit/Monitoring Number	Boring Number
3533 N. 27th Street-Phase II		DCD-SB252

Boring Drilled By: Name of crew chief (first, last) and Firm	Date Drilling Started	Date Drilling Completed	Drilling Method
D. Copeland Kitson Environmental	3/12/2010	3/12/2010	2 1/4-inch dia. Geoprobe with direct push technology

WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level	Surface Elevation	Borehole Diameter
		DCD-SB252	Feet MSL	Feet MSL	2.25 inches

Local Grid Origin ☐ (estimated: ☐) or Boring Location ☐
State Plane N, E S/C/N
NE 1/4 of 1/4 of Section 12, T 7 N, R 21 E
Lat ____ ° ____ ' ____ "
Long ____ ° ____ ' ____ "
Local Grid Location ☐ N ☐ E Feet ☐ S Feet ☐ W

Facility ID	County	County Code	Civil Town/City/ or Village
	Milwaukee	41	Milwaukee, WI

Sample Number and Type	Length Att. & Recovered (in)	Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Soil Properties: Compressive Strength	Moisture Content	Liquid Limit	Plasticity Index	P 200	RQD/ Comments
1 GP	48 43.20			UNIT 1. CONCRETE FROM 0.0 TO 0.8 FEET.	Concrete									
				UNIT 1. Black (10YR 2/1); POORLY GRADED SAND (SP); wet; non plastic; non cohesive; massive; trace silt; fill.	SP			0.0						
			2	UNIT 2. Firm; Reddish gray (5YR 5/2) mottled yellowish brown (10YR 5/6); LEAN CLAY (CL); moist to wet; medium plasticity; cohesive; massive; trace sand and gravel; diamicton.	CL			0.0						
			4	END OF BORING AT 4.0 FEET.										

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SOIL BORING LOG INFORMATION

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Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☒ Other ☐

Facility/Project Name	License/Permit/Monitoring Number	Boring Number
3533 N. 27th Street-Phase II		DCD-SB253

Boring Drilled By: Name of crew chief (first, last) and Firm	Date Drilling Started	Date Drilling Completed	Drilling Method
G. Kitson Kitson Environmental	3/16/2010	3/16/2010	2 1/4-inch dia. Geoprobe with direct push technology

WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level	Surface Elevation	Borehole Diameter
		DCD-SB253	Feet MSL	Feet MSL	2.25 inches

Local Grid Origin ☐ (estimated: ☐) or Boring Location ☐
State Plane N, E S/C/N
NE 1/4 of 1/4 of Section 12, T 7 N, R 21 E
Lat ____ ° ____ ' ____ "
Long ____ ° ____ ' ____ "
Local Grid Location ☐ N ☐ E Feet ☐ S Feet ☐ W

Facility ID	County	County Code	Civil Town/City/ or Village
	Milwaukee	41	Milwaukee, WI

Sample Number and Type	Length Att. & Recovered (in)	Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Soil Properties: Compressive Strength	Moisture Content	Liquid Limit	Plasticity Index	P 200	RQD/ Comments
1 GP	48 48		2 4	UNIT 1. Black (10Y R2/1); POORLY GRADED SAND (SP); moist; non plastic; non cohesive; massive; few gravel; fill.	SP OL CL			0.0						
				Soft; Black (10YR 2/1); ORGANIC SOIL (OL); moist; low plasticity; cohesive; massive; trace plant roots; organic soil.	CH			0.0						
				UNIT 2. Firm; Very dark grayish brown (2.5Y 3/2) mottled with dark yellowish brown (10YR 3/6); LEAN CLAY (CL); moist; medium plasticity; cohesive; massive; trace sand; diamicton.										
				UNIT 3. Firm; Reddish brown (5YR 4/3); FAT CLAY (CH); moist; medium to high plasticity; cohesive; faintly laminated; lacustrine.										
				END OF BORING AT 4.0 FEET.										

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SOIL BORING LOG INFORMATION

Form 4400-122 Rev. 7-98

Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☒ Other ☐

Facility/Project Name	License/Permit/Monitoring Number	Boring Number
3533 N. 27th Street-Phase II		DCD-SB254

Boring Drilled By: Name of crew chief (first, last) and Firm	Date Drilling Started	Date Drilling Completed	Drilling Method
G. Kitson Kitson Environmental	3/16/2010	3/16/2010	2 1/4-inch dia. Geoprobe with direct push technology

WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level	Surface Elevation	Borehole Diameter
		DCD-SB254	Feet MSL	Feet MSL	2.25 inches

Local Grid Origin ☐ (estimated: ☐) or Boring Location ☐
State Plane N, E S/C/N
NE 1/4 of 1/4 of Section 12, T 7 N, R 21 E
Lat ____ ° ____ ' ____ "
Long ____ ° ____ ' ____ "
Local Grid Location ☐ N ☐ E Feet ☐ S Feet ☐ W

Facility ID	County	County Code	Civil Town/City/ or Village
	Milwaukee	41	Milwaukee, WI

Sample Number and Type	Length Att. & Recovered (in)	Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Soil Properties: Compressive Strength	Moisture Content	Liquid Limit	Plasticity Index	P 200	RQD/ Comments
1 GP	48 13.20		2	UNIT 1. Firm; Black (10YR 2/1) and dark grayish brown (10YR 4/2); SANDY LEAN CLAY (CL); moist; medium plasticity; cohesive; massive; some sand; trace gravel; trace brick; fill.	CL			0.0						
			4	END OF BORING AT 4.0 FEET.										

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SOIL BORING LOG INFORMATION

Form 4400-122 Rev. 7-98

Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☒ Other ☐

Facility/Project Name	License/Permit/Monitoring Number	Boring Number
3533 N. 27th Street-Phase II		DCD-SB255

Boring Drilled By: Name of crew chief (first, last) and Firm	Date Drilling Started	Date Drilling Completed	Drilling Method
G. Kitson Kitson Environmental	3/16/2010	3/16/2010	2 1/4-inch dia. Geoprobe with direct push technology

WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level	Surface Elevation	Borehole Diameter
		DCD-SB255	Feet MSL	Feet MSL	2.25 inches

Local Grid Origin ☐ (estimated: ☐) or Boring Location ☐
State Plane N, E S/C/N
NE 1/4 of 1/4 of Section 12, T 7 N, R 21 E
Lat ____ ° ____ ' ____ "
Long ____ ° ____ ' ____ "
Local Grid Location ☐ N ☐ E Feet ☐ S Feet ☐ W

Facility ID	County	County Code	Civil Town/City/ or Village
	Milwaukee	41	Milwaukee, WI

Sample Number and Type	Length Att. & Recovered (in)	Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Soil Properties: Compressive Strength	Moisture Content	Liquid Limit	Plasticity Index	P 200	RQD/ Comments
1 GP	48 37.20		2	UNIT 1. Black (10YR 2/1) and olive brown (2.5Y 4/3); POORLY GRADED SAND (SP); wet; non plastic; non cohesive; massive; trace gravel; trace brick; fill.	SP			0.0 0.0						
			4	END OF BORING AT 4.0 FEET.										

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SOIL BORING LOG INFORMATION

Form 4400-122 Rev. 7-98

Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☒ Other ☐

Facility/Project Name	License/Permit/Monitoring Number	Boring Number
3533 N. 27th Street-Phase II		DCD-SB256

Boring Drilled By: Name of crew chief (first, last) and Firm	Date Drilling Started	Date Drilling Completed	Drilling Method
G. Kitson Kitson Environmental	3/16/2010	3/16/2010	2 1/4-inch dia. Geoprobe with direct push technology

WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level	Surface Elevation	Borehole Diameter
		DCD-SB256	Feet MSL	Feet MSL	2.25 inches

Local Grid Origin ☐ (estimated: ☐) or Boring Location ☐
State Plane N, E S/C/N
NE 1/4 of 1/4 of Section 12, T 7 N, R 21 E
Lat ____ ° ____ ' ____ "
Long ____ ° ____ ' ____ "
Local Grid Location ☐ N ☐ E Feet ☐ S Feet ☐ W

Facility ID	County	County Code	Civil Town/City/ or Village
	Milwaukee	41	Milwaukee, WI

Sample Number and Type	Length Att. & Recovered (in)	Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Soil Properties: Compressive Strength	Moisture Content	Liquid Limit	Plasticity Index	P 200	RQD/ Comments
1 GP	48 33.60		2	UNIT 1. Black (10YR 2/1); POORLY GRADED SAND (SP); moist to wet; non plastic; non cohesive; massive; trace gravel; trace brick and glass; fill.	SP			0.0 0.0						
			4	END OF BORING AT 4.0 FEET.										

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Signature	Firm AECOM	Tel: Fax:

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State of Wisconsin
Department of Natural Resources

SOIL BORING LOG INFORMATION

Form 4400-122 Rev. 7-98

Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☒ Other ☐

Facility/Project Name	License/Permit/Monitoring Number	Boring Number
3533 N. 27th Street-Phase II		DCD-SB20

Boring Drilled By: Name of crew chief (first, last) and Firm	Date Drilling Started	Date Drilling Completed	Drilling Method
D. Prentice Great Lakes Power Vac	10/16/2009	10/16/2009	Hydro excavation

WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level	Surface Elevation	Borehole Diameter
		DCD-SB20	Feet MSL	Feet MSL	8.00 inches

Local Grid Origin ☐ (estimated: ☐) or Boring Location ☐
State Plane N, E S/C/N
NE 1/4 of 1/4 of Section 12, T 7 N, R 21 E
Lat ____ ° ____ ' ____ "
Long ____ ° ____ ' ____ "
Local Grid Location ☐ N ☐ E Feet ☐ S Feet ☐ W

Facility ID	County	County Code	Civil Town/City/ or Village
	Milwaukee	41	Milwaukee, WI

Sample: Number and Type	Length Att. & Recovered (in)	Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Soil Properties: Compressive Strength	Moisture Content	Liquid Limit	Plasticity Index	P 200	RQD/ Comments
				Blind Drilled from 0.0 to 4.0 feet.										
			2											
			4											

I hereby certify that the information on this form is true and correct to the best of my knowledge.

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Department of Natural Resources

SOIL BORING LOG INFORMATION

Form 4400-122 Rev. 7-98

Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☒ Other ☐

Facility/Project Name	License/Permit/Monitoring Number	Boring Number
3533 N. 27th Street-Phase II		DCD-SB22

Boring Drilled By: Name of crew chief (first, last) and Firm	Date Drilling Started	Date Drilling Completed	Drilling Method
D. Harvey On-Site Environmental	10/7/2009	10/7/2009	2 1/4-inch dia. Geoprobe with direct push technology

WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level	Surface Elevation	Borehole Diameter
		DCD-SB22	Feet MSL	Feet MSL	2.25 inches

Local Grid Origin ☐ (estimated: ☐) or Boring Location ☐
State Plane N, E S/C/N
NE 1/4 of 1/4 of Section 12, T 7 N, R 21 E
Lat ____ ° ____ ' ____ "
Long ____ ° ____ ' ____ "
Local Grid Location ☐ N ☐ E Feet ☐ S Feet ☐ W

Facility ID	County	County Code	Civil Town/City/ or Village
	Milwaukee	41	Milwaukee, WI

Sample Number and Type	Length Att. & Recovered (in)	Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Compressive Strength	Moisture Content	Liquid Limit	Plasticity Index	P 200	RQD/ Comments
1 GP	60 32.40			UNIT 1. CONCRETE FROM 0.0 TO 0.9 FEET.	Concrete									
			2	Fill wet at 1.1 brick debris UNIT 1. POORLY GRADED GRAVEL (GP); wet; non plastic; non cohesive; massive; trace brick; fill. -Becomes wet at 2.1 feet				8.6						
			4		GP									
2 GP	60 28.80		6					11.1						
				-Becomes wet at 6.8 feet										
			8	UNIT 3. Hard; Brown (10YR 4/3); LEAN CLAY (CL) interbedded with light greenish gray (10Y 7/1) and dark yellowish brown (10YR 4/6) SILT (ML); moist; medium to high plasticity; cohesive; laminated; lacustrine.				18.8						
3 GP	60 39.60		10	-POORLY GRADED SAND WITH GRAVEL (SP) from 9.1 to 9.3 feet in UNIT 3.				11.8						
			12		CL									
			14											
4 GP	60 42		16											
			18											
				UNIT 4. Firm; Dark gray (10YR 4/1); SANDY LEAN CLAY (CL); moist; low to medium plasticity, cohesive; trace sand and gravel; diamicton.	CL									
			20	END OF BORING AT 20.0 FEET.										

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State of Wisconsin
Department of Natural Resources

SOIL BORING LOG INFORMATION

Form 4400-122 Rev. 7-98

Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☒ Other ☐

Facility/Project Name	License/Permit/Monitoring Number	Boring Number
3533 N. 27th Street-Phase II		DCD-SB23

Boring Drilled By: Name of crew chief (first, last) and Firm	Date Drilling Started	Date Drilling Completed	Drilling Method
D. Harvey On-Site Environmental	10/7/2009	10/7/2009	2 1/4-inch dia. Geoprobe with direct push technology

WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level	Surface Elevation	Borehole Diameter
		DCD-SB23	Feet MSL	Feet MSL	2.25 inches

Local Grid Origin ☐ (estimated: ☐) or Boring Location ☐
State Plane N, E S/C/N
NE 1/4 of 1/4 of Section 12, T 7 N, R 21 E
Lat ____ ° ____ ' ____ "
Long ____ ° ____ ' ____ "
Local Grid Location ☐ N ☐ E Feet ☐ S Feet ☐ W

Facility ID	County	County Code	Civil Town/City/ or Village
	Milwaukee	41	Milwaukee, WI

Sample Number and Type	Length Att. & Recovered (in)	Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Compressive Strength	Moisture Content	Liquid Limit	Plasticity Index	P 200	RQD/ Comments
1 GP	60 42			UNIT 1. CONCRETE FROM 0.0 TO 1.0 FEET.	Concrete									
			2	UNIT 1. Black (10YR 2/1); POORLY GRADED GRAVEL (GP); moist; non plastic; non cohesive; massive; fill. -Becomes wet at 1.3 feet	GP			2.0						
			4	UNIT 1. Black (10YR 2/1); POORLY GRADED SAND WITH GRAVEL (SP); wet; non plastic; non cohesive; massive; little gravel; fill.	SP									
2 GP	60 24		6	UNIT 2. Firm; Reddish brown (5YR 5/3); LEAN CLAY (CL); moist; low plasticity; slightly cohesive; trace sand and gravel; diamicton.	CL			5.4						
			8	UNIT 3. Firm; Brown (5YR 5/3); LEAN CLAY (CL) interbedded with light greenish gray (10Y 7/1) and dark yellowish brown (10YR 4/6) SILT (ML); moist; medium to high plasticity; cohesive; laminated; lacustrine.										
3 GP	60 49.20		10		CL									
			12											
			14					3.8						
				UNIT 4. Firm; Dark gray (10YR 4/1); LEAN CLAY WITH SAND (CL); moist; low to medium plasticity; cohesive; little sand and gravel; diamicton.	CL									
				END OF BORING AT 15.0 FEET.										

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State of Wisconsin
Department of Natural Resources

SOIL BORING LOG INFORMATION

Form 4400-122 Rev. 7-98

Route To: Watershed/Wastewater ☐ Waste Management ☐
Remediation/Redevelopment ☒ Other ☐

Facility/Project Name	License/Permit/Monitoring Number	Boring Number
3533 N. 27th Street-Phase II		DCD-SB243

Boring Drilled By: Name of crew chief (first, last) and Firm	Date Drilling Started	Date Drilling Completed	Drilling Method
G. Kitson Kitson Environmental	3/16/2010	3/16/2010	2 1/4-inch dia. Geoprobe with direct push technology

WI Unique Well No.	DNR Well ID No.	Common Well Name	Final Static Water Level	Surface Elevation	Borehole Diameter
		DCD-SB243	Feet MSL	Feet MSL	2.25 inches

Local Grid Origin ☐ (estimated: ☐) or Boring Location ☐
State Plane N, E S/C/N
NE 1/4 of 1/4 of Section 12, T 7 N, R 21 E
Lat ____ ° ____ ' ____ "
Long ____ ° ____ ' ____ "
Local Grid Location ☐ N ☐ E Feet ☐ S Feet ☐ W

Facility ID	County	County Code	Civil Town/City/ or Village
	Milwaukee	41	Milwaukee, WI

Sample Number and Type	Length Att. & Recovered (in)	Blow Counts	Depth In Feet	Soil/Rock Description And Geologic Origin For Each Major Unit	U S C S	Graphic Log	Well Diagram	PID/FID	Soil Properties: Compressive Strength	Moisture Content	Liquid Limit	Plasticity Index	P 200	RQD/ Comments
1 GP	48 24			UNIT 1. CONCRETE FROM 0.0 TO 0.8 FEET.	Concrete									
			2	UNIT 1. Yellowish brown (10YR 5/4); POORLY GRADED SAND (SP); wet; non plastic; non cohesive; massive; trace gravel; fill.	SP			0.0						
2 GP	36 33.60		4	Firm; Black (10YR 2/1); ORGANIC SOIL (OL); moist; low plasticity; slightly cohesive; massive; trace plant roots; organic soil.	OL			0.0 0.0						
3 GP	36 36		6 8	UNIT 3. Firm; Grayish brown (10YR 5/2) and gray (10YR 6/1); FAT CLAY (CH); wet; high plasticity; cohesive; faintly laminated; trace lonestone; lacustrine.	CH			0.0 0.0						
			10	END OF BORING AT 10.0 FEET.										

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ATTACHMENT B

SOIL ANALYTICAL TABLE

Table 1
Pre-Remedial Soil Analytical Table
Century City Lot 3, Project Area A and North 200 Feet of Area B, Milwaukee, Wisconsin
Project Reference 14161

Compound	Units	Groundwater Pathway RCL [4]	Non-Industrial Direct Contact RCL [8]	Industrial Direct Contract RCL [8]	DCD-MW1		DCD-SB2		DCD-SB3		DCD-SB4		DCD-SB5		DCD-SB6		DCD-SB7			DCD-SB8	DCD-SB9		DCD-SB10	
					0-2	14-16	2-4	17-19	1-3	7-9	2-4	11-13	2-4	15-17	2-4	5-7	1-3	9-11	9-11 DUP-04	5-6	2-4	10-12	2-4	8-10
					10/13/09	10/13/09	9/29/09	9/29/09	9/30/09	9/30/09	9/29/09	9/29/09	9/30/09	9/30/09	9/29/09	9/29/09	9/30/09	9/30/09	9/30/09	10/19/09	9/29/09	9/29/09	9/30/09	9/30/09
RCRA Metals:																								
Arsenic	mg/kg	0.584	0.39	1.59	[5.7]	[5.2 J]	<0.65	<1.6	<1.6	<1.6	<0.65	<1.6	<1.6	<1.6	0.44 J	<1.6	<0.32	<1.6	<0.65	[1.9]	<1.6	<1.6	<0.32	<1.6
Barium	mg/kg	164.8	15300	100000	59	79 J	140	38	120	98	67	140	120	82	33	94	120	75	52	49	51	120	94	80
Cadmium	mg/kg	0.752	70.2	803	0.26 J	0.1 J	0.17 J	0.75	0.27 J	<0.04	0.54	<0.04	<0.04	0.1 J	0.18 J	<0.04	0.2 J	0.07 J	0.13 J	0.28 J	0.069 J	<0.04	<0.04	0.094 J
Chromium	mg/kg	360000	NS	NS	13	20	25	9.9	30	31	15	36	34	28	14	29	32	36	30	17	22	36	27	32
Copper	mg/kg	NS	NS	NS	15	20	19	11	99	24	18	28	24	19	12	22	17	24	26	14	17	27	20	32
Lead	mg/kg	27	400	800	26	4.9	10	4.7	99	6.1	98	8.4	7.8	7	12	8.7	52	8.5	9.1	9.7	7.6	7.5	19	11 J
Mercury	mg/kg	0.208	3.13	3.13	0.01 J	0.015 J	0.058	0.0075 J	0.09	0.017 J	0.065	0.016 J	0.022 J	0.015 J	0.046	0.022 J	0.054	0.019 J	0.018 J	0.0042 J	0.016 J	0.015 J	0.037	0.018 J
Nickel	mg/kg	NS	NS	NS	13	21	22	13	29	28	15	29	29	24	16	31	24	34	29	16	22	28	24	32
Selenium	mg/kg	0.52	391	5110	<0.32	<0.32	4	1 J	8.8	4.8	2.2	4.6	6.1	4.2	2.8	5	8.9	6	3.6	<0.32	4	5.1	5.2	6.9
Silver	mg/kg	0.8497	391	5110	<0.16	<0.82	<0.16	<0.16	<0.16	<0.16	<0.16	<0.16	<0.16	<0.16	<0.16	<0.16	0.2 J	<0.16	<0.16	<0.16	<0.16	<0.16	<0.16	<0.16
Zinc	mg/kg	NS	NS	NS	46	43	47	190	110	38	180	43	40	66	42	38	55	55	47	29	39	42	38	46
Aluminum	mg/kg	NS	NS	NS	11000	15000	17000	6600	25000	20000	11000	23000	24000	18000	7600	20000	23000	26000	21000	9900	14000	23000	19000	22000
Antimony	mg/kg	NS	NS	NS	<0.33	<0.33 UJ	0.72 J	0.46 J	0.52 J	0.52 J	0.73 J	1.4	0.75 J	0.5 J	0.81 J	1.7	0.94 J	0.73 J	<0.33	<0.33	0.66 J	1.1 J	0.72 J	0.72 J
Beryllium	mg/kg	NS	NS	NS	0.6	0.79	0.74	0.34	1.7	0.89	0.45	1	1	0.83	0.36	0.85	0.99	1.1	0.97	0.64	0.64	1	0.82	0.96
Calcium	mg/kg	NS	NS	NS	91000	150000	88000	150000	53000	120000	73000	93000	80000	110000	40000	90000	6300	62000	74000	130000	110000	100000	43000	95000
Cobalt	mg/kg	NS	NS	NS	6	8.3	7.8	5.4	9.9	12	6.9	12	10	7	7.8	17	12	11	9	5.6	7.5	11	7.9	12
Iron	mg/kg	NS	NS	NS	13000	16000	16000	11000	24000	19000	15000	20000	22000	16000	12000	18000	23000	23000	21000	11000	16000	23000	17000	22000
Magnesium	mg/kg	NS	NS	NS	33000	53000	38000	57000	36000	37000	33000	34000	38000	38000	20000	33000	7800	34000	35000	62000	38000	36000	26000	36000
Manganese	mg/kg	NS	NS	NS	300	460	400	790	340	410	620	410	510	430	540	500	420	360	400	320	430	370	630	460
Potassium	mg/kg	NS	NS	NS	2000	4600	5400	2600	5400	6000	2200	7600	5800	6600	2200	5500	3400	8300	6900	3100	5000	7500	4700	6500
Sodium	mg/kg	NS	NS	NS	2000	990	970	340	2300	1300	560	750	1000	480	500	700	700	1100	810	540	670	810	1200	1500
Vanadium	mg/kg	NS	NS	NS	22	33	32	16	44	42	28	47	44	37	20	39	48	46	42	23	29	50	38	49
VOCs																								
Benzene	ug/kg	5.5	1490	7410	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20
tert-Butylbenzene	ug/kg	NS	183000	183000	< 23	< 23	< 23	< 23	< 23	< 23	< 23	< 23	< 23	< 23	< 23	< 23	< 23	< 23	< 23	< 23	< 23	< 23	< 23	< 23
sec-Butylbenzene	ug/kg	NS	145000	145000	< 25	< 25	< 25	< 25	< 25	< 25	< 25	< 25	< 25	< 25	< 25	< 25	< 25	< 25	< 25	< 25	< 25	< 25	< 25	< 25
n-Butylbenzene	ug/kg	NS	108000	108000	< 35	< 35	< 35	< 35	< 35	< 35	< 35	< 35	< 35	< 35	< 35	< 35	35 J	< 35	< 35	< 35	< 35	< 35	< 35	< 35
Carbon Tetrachloride	ug/kg	3.9	854	4250	34 J	< 21	< 21	< 21	< 21	< 21	< 21	< 21	< 21	< 21	< 21	< 21	< 21	< 21	< 21	< 21	< 21	< 21	< 21	< 21
Ethylbenzene	ug/kg	1570	7470	37000	< 16	< 16	< 16	< 16	< 16	< 16	< 16	< 16	< 16	< 16	< 16	< 16	< 16	< 16	< 16	< 16	< 16	< 16	< 16	< 16
Isopropylbenzene	ug/kg	NS	NS	NS	< 30	< 30	< 30	< 30	< 30	< 30	< 30	< 30	< 30	< 30	< 30	< 30	< 30	< 30	< 30	< 30	< 30	< 30	< 30	< 30
p-Isopropyltoluene	ug/kg	NS	162000	162000	< 30	< 30	< 30	< 30	< 30	< 30	< 30	< 30	< 30	< 30	< 30	< 30	< 30	< 30	< 30	< 30	< 30	< 30	< 30	< 30
Naphthalene	ug/kg	658.7	5150	26000	< 117	< 117	< 117	< 117	< 117	< 117	< 117	< 117	< 117	< 117	< 117	< 117	1320	< 117	< 117	< 117	< 117	< 117	< 117	< 117
n-Propylbenzene	ug/kg	NS	264000	264000	< 29	< 29	< 29	< 29	< 29	< 29	< 29	< 29	< 29	< 29	< 29	< 29	< 29	< 29	< 29	< 29	< 29	< 29	< 29	< 29
Toluene	ug/kg	1107.2	818000	818000	< 23	< 23	< 23	< 23	< 23	< 23	< 23	< 23	< 23	< 23	< 23	< 23	26.7 J	< 23	< 23	< 23	< 23	< 23	< 23	< 23
Trichloroethene (TCE)	ug/kg	3.6	644	8810	28.7 J	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20
1,2,4-Trimethylbenzene	ug/kg	1379.3	89800	219000	27 J	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	38 J	< 20	< 20	< 20	< 20	< 20	< 20	< 20
1,3,5-Trimethylbenzene	ug/kg	1379.3	182000	182000	< 24	< 24	< 24	< 24	< 24	< 24	< 24	< 24	< 24	< 24		< 24	< 24	< 24	< 24	< 24	< 24	< 24	< 24	< 24
Total Xylenes	ug/kg	3940	258000	258000	26.4 J	<33	<33	<33	<33	<33	<33	<33	<33	<33	<33	<33	81 J	<33	<33	<33	<33	<33	<33	<33
PAHs																								
Acenaphthene	ug/kg	NS	3440000	33000000	< 17	< 17	1230	< 17	248 J	< 17	< 17	< 17	< 17	20 J	109	< 17	1070	< 17	< 17	< 17	< 17	< 170	< 17	< 17
Acenaphthylene	ug/kg	NS	NS	NS	< 12	< 12	672	< 12	< 120	< 12	27 J	24 J	< 12	< 12	395	20 J	355	< 12	< 12	52	18 J	< 120	< 12	< 12
Anthracene	ug/kg	196744.2	17200000	100000000	< 14	< 14	5500	< 14	1400	< 14	60	44	< 14	47	749	55	2230	23 J	17 J	21.1 J	55	< 140	< 14	< 14
Benzo(a)anthracene	ug/kg	NS	148	2110	20.8 J	< 15	[7480]	< 15	[2900]	29 J	101	78	< 15	62	1030	66	[2380]	30 J	16 J	149	99	183 J	43 J	18 J
Benzo(a)pyrene	ug/kg	470	15	211	14.1 J	< 7	[6430]	< 7	[2750]	26	90	71	< 7	53	[783]	47	[1870]	25	14 J	164	74	< 70	44	19 J
Benzo(b)fluoranthene	ug/kg	480	148	2110	23.1 J	< 10	[7500]	< 10	[3260]	31	131	99	< 10	64	978	63	[2750]	41	21 J	212	95	271 J	206	33
Benzo(g,h,i)perylene	ug/kg	NS	NS	NS	< 11	< 11	3620	< 11	1780	19 J	42	33 J	< 11	36	339	21 J	617	14 J	12 J	97	40	121 J	20 J	15 J
Benzo(k)fluoranthene	ug/kg	NS	1480	21100	< 16	< 16	3850	< 16	1600	< 16	44 J	37 J	< 16	31 J	448	24 J	994	16 J	< 16	97	44 J	< 160	29 J	< 16
Chrysene	ug/kg	145.1	14800	211000	20.4 J	< 12	7070	< 12	2830	25 J	108	92	< 12	64	970	69	2580	39	24 J	151	102	196 J	49	26 J
Dibenzo(a,h)anthracene	ug/kg	NS	15	211	< 16	< 16	[1030]	< 16	[430 J]	< 16	< 16	< 16	< 16	< 16	[127]	< 16	[224 J]	< 16	< 16	[30.3 J]	< 16	< 160	< 16	< 16
Fluoranthene	ug/kg	88817.9	2290000	22000000	30.9 J	12.2 J	13300	< 12	1770	60	223	181	13 J	155	1840	142	5070	69	41	172	< 12	272 J	99	29 J
Fluorene	ug/kg	14814.8	2290000	22000000	< 23	< 23	1970	< 23	2930	< 23	38 J	30 J	< 23	27 J	646	32 J	1490	< 23	< 23	< 23	29 J	< 230	< 23	< 23
Indeno(1,2,3-cd)pyrene	ug/kg	NS	148	2110	< 16	< 16	[3930]	< 16	1790	16 J	47 J	37 J	< 16	32 J	400	27 J	738	< 16	< 16	87	< 16	< 160	23 J	< 16
1-Methyl naphthalene	ug/kg	NS	15600	53100	56 J	< 27	< 270	< 27	< 270	< 27	< 27	< 27	< 27	< 27	144	< 27	603	< 27	< 27	< 27	< 27	< 270	< 27	< 27
2-Methyl naphthalene	ug/kg	NS	229000	368000	62	< 17	< 170	< 17	< 170	< 17	< 17	< 17	< 17	< 17	90	< 17	374	< 17	< 17	< 17	< 17	< 170	< 17	< 17
Naphthalene	ug/kg	658.7	5150	26000	35 J	< 13	141 J	< 13	< 130	< 13	< 13	< 13	< 13	< 13	202	< 13	628	< 13	< 13	< 13	< 13	< 130	< 13	< 13
Phenanthrene	ug/kg	NS	NS	NS	51	< 9	9950	18.7 J	2250	35	190	139	11 J	143	1820	134	5150	70	52	33	179	< 90	62	< 9
Pyrene	ug/kg	54472.5	1720000	16500000	29.8 J	< 15	11540	< 15	1200	55	185	140	< 15	134	1570	104	4510	55	33 J	175	< 15	238 J	84	28 J
Additional SVOCs																								
2,4-Dimethylphenol	ug/kg	NS	NS	NS	< 13	< 13	< 130	< 13	< 130	< 13	< 13	< 13	< 13	< 13	< 13	< 13	< 65	< 13	< 13	< 13	< 13	< 130	< 13	< 13
Bis(2-chloroethoxy)methan	ug/kg	NS	NS	NS	< 14	< 14	< 140	< 14	< 140	< 14	< 14	< 14	< 14	< 14	< 14	< 14	< 70	< 14	< 14	< 14	< 14	< 140	< 14	< 14
Dibenzofuran	ug/kg	NS	NS	NS	16.4 J	< 15	1350	< 15	492	< 15	23 J	16 J	< 15	16 J	342	15 J	1210	< 15	< 15	< 15	< 15	< 150	< 15	< 15
Diphenylamine	ug/kg	NS	NS	NS	< 21	< 21	< 210	< 21	< 210	< 21	< 21	< 21	< 21	< 21	37 J	< 21	< 105	< 21	< 21	< 21	< 21	< 210	< 21	< 21
Isophorone	ug/kg	NS	NS	NS	< 13	< 13	< 130	< 13	< 130	< 13	< 13	< 13	< 13	< 13	< 13	< 13	< 65	< 13	< 13	< 13	< 13	< 130	< 13	< 13
Phenol	ug/kg	NS	NS	NS	< 9	< 9	< 90	< 9	< 90	< 9	< 9	< 9	< 9	< 9	< 9	< 9	< 45	< 9	< 9	< 9	< 9	< 90	< 9	< 9
PCBs:																								
PCB 1254	mg/kg	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	<0.00376	NA	NA	NA	NA
Petroleun Hydrocarbons:																								
Diesel Range Organics	mg/kg	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

Table 1
Pre-Remedial Soil Analytical Table
Century City Lot 3, Project Area A and North 200 Feet of Area B, Milwaukee, Wisconsin
Project Reference 14161

Compound	Units	Groundwater Pathway RCL [4]	Non-Industrial Direct Contact RCL [8]	Industrial Direct Contract RCL [6]	DCD-SB11		DCD-SB12		DCD-SB13A	DCD-SB13B	DCD-SB14		DCD-SB15		DCD-SB16			DCD-SB17		DCD-SB18		DCD-SB20
					2-4	7-9	0-2	7-9	9-10	7-8	2-4	5-7	1-3	8-10	2-4	2-4	6-8	1-3	5-7	1-3	8-10	4-5
																DUP-20						
					9/29/09	9/29/09	9/30/09	9/30/09	10/19/09	10/20/09	10/7/09	10/7/09	10/7/09	10/7/09	10/7/09	10/7/09	10/7/09	10/7/09	10/7/09	10/7/09	10/7/09	10/16/09
RCRA Metals:																						
Arsenic	mg/kg	0.584	0.39	1.59	[4.2]	<1.6	<1.6	<1.6	[3.7]	[6.7]	[14]	<3.2	<1.6	<1.6	[2.3]	<0.32	<1.6	<1.6	<0.32	<1.6	<1.6	[5.8]
Barium	mg/kg	164.8	15300	100000	92	73	96	110	58	110	180	75	62	64	65	65	80	21	3200	29	28	66
Cadmium	mg/kg	0.752	70.2	803	0.35	<0.04	0.48	<0.04	0.46	0.49	0.68	0.18 J	0.22 J	0.26 J	0.61	0.38	0.24 J	0.33	0.57	0.24 J	0.21 J	0.39
Chromium	mg/kg	360000	NS	NS	19	24	25	29	23	5.9	27	31	17	20	40	26	29	5.7	33	12	11	18
Copper	mg/kg	NS	NS	NS	22	17	30	25	18	8.7	34	22	11	22	54 J	32 J	21	12	29	20	18	22
Lead	mg/kg	27	400	800	22	5.3	120	7.8	16	200	49	7.8	11	8	31 J	15 J	7.8	12	170	5.4	3.8	64
Mercury	mg/kg	0.208	3.13	3.13	0.095	0.021 J	0.086	0.02 J	0.03	0.086	0.065	0.025	0.032	0.016 J	0.037	0.065	0.012 J	0.017 J	0.17	0.0069 J	0.0073 J	0.063
Nickel	mg/kg	NS	NS	NS	21	19	23	28	30	6.3	35	29	18	21	27	27	26	8.3	28	13	9.4	17
Selenium	mg/kg	0.52	391	5110	7.7	3.2	4.9	5.4	<0.32	<0.32	4.8	2.8	4.4	2.1	8.7	5.7	2.8	<0.32	6.5	0.51 J	<0.32	<0.32
Silver	mg/kg	0.8497	391	5110	<0.16	<0.16	<0.16	<0.16	<0.16	<0.16	<0.16	<0.16	0.31 J	<0.16	0.34 J	<0.16	<0.16	<0.16	0.43 J	<0.16	<0.16	<0.16
Zinc	mg/kg	NS	NS	NS	77	33	160	41	87	110	74	46	40	36	74	54	43	60	150	48	40	80
Aluminum	mg/kg	NS	NS	NS	12000	16000	16000	21000	12000	3500	20000	20000	11000	14000	17000	16000	20000	3300	20000	7800	5800	12000
Antimony	mg/kg	NS	NS	NS	1.3	0.96 J	<0.33	1.4	<0.33	<0.33	2.2	1.4	<0.33	0.86 J	1.3	1.3 J	0.58 J	<0.33	2.3	<0.33	<0.33	<0.33
Beryllium	mg/kg	NS	NS	NS	0.56	0.69	0.69	0.86	0.84	0.26	3.3	0.94	0.53	0.63	0.72	0.81	0.87	0.19	0.84	0.35	0.25	0.69
Calcium	mg/kg	NS	NS	NS	52000	110000	140000	55000	33000	120000	49000	62000	16000	100000	33000	23000	92000	130000	40000	82000	110000	89000
Cobalt	mg/kg	NS	NS	NS	8	6.7	8.9	11	14	2.6	11	11	9.6	7.6	9.7	10	9.5	5.1	11	5	14	8.4
Iron	mg/kg	NS	NS	NS	23000	14000	21000	19000	18000	7300	20000	21000	16000	16000	34000	22000	20000	8600	27000	12000	8800	15000
Magnesium	mg/kg	NS	NS	NS	28000	39000	48000	28000	16000	33000	20000	38000	7200	39000	20000	13000	34000	62000	22000	33000	40000	40000
Manganese	mg/kg	NS	NS	NS	450	360	760	340	470	500	410	520	330	390	640	660	420	510	650	350	300	400
Potassium	mg/kg	NS	NS	NS	2700	4500	4600	6400	2200	1200	4100	4600	1400	3600	3200	3200	6000	900	4400	2100	1600	3500
Sodium	mg/kg	NS	NS	NS	730	510	780	1000	840	920	1900	860	1100	690	1900	2200	1600	620	1600	600	510	480
Vanadium	mg/kg	NS	NS	NS	29	33	42	40	35	9.4	52	36	33	28	41	43	38	11	35	21	16	27
VOCs																						
Benzene	ug/kg	5.5	1490	7410	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20
tert-Butylbenzene	ug/kg	NS	183000	183000	< 23	< 23	< 23	< 23	< 23	67 J	< 23	< 23	< 23	< 23	< 23	< 23	< 23	56 J	114	< 23	< 23	< 23
sec-Butylbenzene	ug/kg	NS	145000	145000	< 25	< 25	< 25	< 25	< 25	380	< 25	< 25	< 25	< 25	< 25	31.4 J	< 25	560	1320	< 25	< 25	< 25
n-Butylbenzene	ug/kg	NS	108000	108000	< 35	< 35	< 35	< 35	< 35	226	< 35	< 35	< 35	< 35	< 35	114	< 35	330	360	< 35	< 35	< 35
Carbon Tetrachloride	ug/kg	3.9	854	4250	< 21	< 21	< 21	< 21	< 21	< 21	< 21	< 21	< 21	< 21	< 21	< 21	< 21	< 21	< 21	< 21	< 21	< 21
Ethylbenzene	ug/kg	1570	7470	37000	< 16	< 16	< 16	< 16	< 16	< 16	< 16	< 16	< 16	< 16	< 16	< 16	< 16	< 16	17.4 J	< 16	< 16	< 16
Isopropylbenzene	ug/kg	NS	NS	NS	< 30	< 30	< 30	< 30	< 30	380	< 30	< 30	< 30	< 30	< 30	< 30	< 30	290	1020	< 30	< 30	< 30
p-Isopropyltoluene	ug/kg	NS	162000	162000	< 30	< 30	< 30	< 30	< 30	96	< 30	< 30	< 30	< 30	< 30	< 30	< 30	34 J	58 J	< 30	< 30	< 30
Naphthalene	ug/kg	658.7	5150	26000	< 117	< 117	< 117	< 117	< 117	254 J	< 117	< 117	< 117	< 117	< 117	200 J	< 117	153 J	122 J	< 117	< 117	< 117
n-Propylbenzene	ug/kg	NS	264000	264000	< 29	< 29	< 29	< 29	< 29	500	< 29	< 29	< 29	< 29	< 29	< 29	< 29	520	1840	< 29	< 29	< 29
Toluene	ug/kg	1107.2	818000	818000	42 J	< 23	< 23	< 23	< 23	< 23	< 23	< 23	30.8 J	< 23	< 23	< 23	< 23	< 23	23.6 J	< 23	< 23	< 23
Trichloroethene (TCE)	ug/kg	3.6	644	8810	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20	< 20
1,2,4-Trimethylbenzene	ug/kg	1379.3	89800	219000	< 20	< 20	< 20	< 20	< 20	102	< 20	< 20	34 J	< 20	< 20	48 J	< 20	155	150	< 20	< 20	< 20
1,3,5-Trimethylbenzene	ug/kg	1379.3	182000	182000	< 24	< 24	< 24	< 24	< 24	< 24	< 24	< 24	< 24	< 24	< 24	< 24	< 24	< 24	< 24	< 24	< 24	< 24
Total Xylenes	ug/kg	3940	258000	258000	<33	<33	<33	<33	<33	<33	<33	<33	95 J	<33	<33	<33	<33	16.8 J	38 J	<33	<33	<33
PAHs																						
Acenaphthene	ug/kg	NS	3440000	33000000	149	18 J	< 850	< 17	< 170	271 J	< 17	< 17	< 17	< 17	< 170	< 170	< 17	< 340	< 170	< 17	< 17	< 17
Acenaphthylene	ug/kg	NS	NS	NS	74.3	27 J	1720 J	< 12	< 120	< 120	< 12	< 12	16.6 J	< 12	< 120	< 120	< 12	< 240	< 120	< 12	< 12	< 12
Anthracene	ug/kg	196744.2	17200000	100000000	490	68	1940 J	< 14	< 140	< 140	< 14	< 14	42 J	< 14	< 140	< 140	< 14	< 280	147 J	< 14	< 14	26.8 J
Benzo(a)anthracene	ug/kg	NS	148	2110	770	114	[7500]	18 J	< 150	241 J	< 15	< 15	60	< 15	< 150	620	< 15	< 300	< 150	< 15	< 15	123
Benzo(a)pyrene	ug/kg	470	15	211	[605]	115	[6850]	18 J	< 70	[228 J]	< 7	< 7	49	< 7	< 70	[670]	< 7	< 140	< 70	7.9 J	10.1 J	108
Benzo(b)fluoranthene	ug/kg	480	148	2110	736	143	[9930]	26 J	< 100	289 J	< 10	< 10	66	< 10	< 100	990	< 10	< 200	< 100	10.8 J	15.7 J	148
Benzo(g,h,i)perylene	ug/kg	NS	NS	NS	285	57	2660	< 11	< 110	< 110	< 11	< 11	47	< 11	< 110	480	< 11	< 220	< 110	< 11	< 11	92
Benzo(k)fluoranthene	ug/kg	NS	1480	21100	307	60	3240	< 16	< 160	194 J	< 16	< 16	28.5 J	< 16	< 160	370 J	< 16	< 320	< 160	< 16	< 16	56
Chrysene	ug/kg	145.1	14800	211000	739	132	7570	21 J	< 120	350 J	< 12	< 12	61	< 12	< 120	650	< 12	< 240	< 120	< 12	< 12	117
Dibenzo(a,h)anthracene	ug/kg	NS	15	211	83	18 J	933 J	< 16	< 160	< 160	< 16	< 16	< 16	< 16	< 160	< 160	< 16	< 320	< 160	< 16	< 16	20.2 J
Fluoranthene	ug/kg	88817.9	2290000	22000000	22 J	237	12700	35 J	< 120	680	< 12	< 12	99	< 12	< 120	1230	< 12	< 240	360 J	14.7 J	23.6 J	211
Fluorene	ug/kg	14814.8	2290000	22000000	279	37 J	< 1150	< 23	< 230	284 J	< 23	< 23	< 23	< 23	< 230	< 230	< 23	< 460	< 230	< 23	< 23	< 23
Indeno(1,2,3-cd)pyrene	ug/kg	NS	148	2110	321	62	3130	< 16	< 160	< 160	< 16	< 16	32 J	< 16	< 160	380 J	< 16	< 320	< 160	< 16	< 16	55
1-Methyl naphthalene	ug/kg	NS	15600	53100	86.4	< 27	< 1350	< 27	< 270	460 J	< 27	< 27	130	< 27	< 270	< 270	< 27	< 540	< 270	< 27	< 27	< 27
2-Methyl naphthalene	ug/kg	NS	229000	368000	71.5	< 17	< 850	< 17	< 170	276 J	< 17	< 17	169	< 17	< 170	600	< 17	< 340	< 170	< 17	< 17	< 17
Naphthalene	ug/kg	658.7	5150	26000	65.6	< 13	< 650	< 13	< 130	530	< 13	< 13	103	< 13	< 130	580	< 13	< 260	< 130	< 13	< 13	< 13
Phenanthrene	ug/kg	NS	NS	NS	1120	167	3330	17 J	< 90	1140	< 9	< 9	133	< 9	< 90	410	< 9	< 180	690	< 9	15.7 J	100
Pyrene	ug/kg	54472.5	1720000	16500000	30 J	195	11300	31 J	< 150	570	< 15	< 15	117	< 15	< 150	1330	< 15	< 300	310 J	< 15	21.3 J	196
Additional SVOCs																						
2,4-Dimethylphenol	ug/kg	NS	NS	NS	< 13	< 13	< 650	< 13	< 130	440	< 13	< 13	< 13	< 13	< 130	< 130	< 13	< 260	142 J	< 13	< 13	< 13
Bis(2-chloroethoxy)methan	ug/kg	NS	NS	NS	< 14	< 14	< 700	< 14	< 140	< 140	< 14	< 14	< 14	< 14	233 J	< 140	< 14	< 280	< 140	< 14	< 14	< 14
Dibenzofuran	ug/kg	NS	NS	NS	145	17 J	< 750	< 15	< 150	181 J	< 15	< 15	26.9 J	< 15	< 150	< 150	< 15	< 300	< 150	< 15	< 15	< 15
Diphenylamine	ug/kg	NS	NS	NS	< 21	< 21	< 1050	< 21	< 210	< 210	< 21	< 21	< 21	< 21	< 210	< 210	< 21	< 420	< 210	< 21	< 21	< 21
Isophorone	ug/kg	NS	NS	NS	< 13	< 13	< 650	< 13	< 130	< 130	< 13	< 13	< 13	< 13	< 130	242 J	< 13	< 260	< 130	< 13	< 13	< 13
Phenol	ug/kg	NS	NS	NS	< 9	< 9	< 450	< 9	< 90	90 J	< 9	< 9	< 9	< 9	< 90	< 90	< 9	< 180	< 90	< 9	< 9	< 9
PCBs:																						
PCB 1254	mg/kg	NS	NS	NS	NA	NA	NA	NA	<0.00376	<0.00376	<0.00376	<0.00376	0.025	<0.00376	NA	NA	NA	<0.00376	<0.00376	NA	NA	<0.00376
Petroleun Hydrocarbons:																						
Diesel Range Organics	mg/kg	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

Table 1
Pre-Remedial Soil Analytical Table
Century City Lot 3, Project Area A and North 200 Feet of Area B, Milwaukee, Wisconsin
Project Reference 14161

Compound	Units	Groundwater Pathway RCL [4]	Non-Industrial Direct Contact RCL [8]	Industrial Direct Contract RCL [6]	DCD-SB21		DCD-SB22		DCD-SB23		DCD-SB243		DCD-SB248		DCD-SB249	DCD-SB250		DCD-SB251	DCD-SB252	DCD-SB253	DCD-SB254	DCD-SB255	DCD-SB256
					1-3	6-8	1-3	8-10	1-3	5-7	1-2	5-7	1-3	4-6	1-3	1-3	4-6	2-4	1-3	2-4	0-1	1-3	1-3
					10/7/09	10/7/09	10/7/09	10/7/09	10/7/09	10/7/09	3/16/10	3/16/10	3/12/10	3/12/10	3/12/10	3/12/10	3/12/10	3/12/10	3/12/10	3/16/10	3/16/10	3/16/10	3/16/10
Metals:																							
Arsenic	mg/kg	0.584	0.39	1.59	[14]	<1.6	<1.6	<1.6	<1.6	<1.6	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Barium	mg/kg	164.8	15300	100000	67	140	91	89	26	100	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Cadmium	mg/kg	0.752	70.2	803	0.64	0.27 J	0.28 J	0.27 J	0.21 J	0.2 J	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Chromium	mg/kg	360000	NS	NS	11	36	10	33	11	32	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Copper	mg/kg	NS	NS	NS	21	31	14	31	15	30	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Lead	mg/kg	27	400	800	**37**	8.9	31	11	4.8	7.6	12	21	8.8	**66**	**320**	NA	NA	13	24	22	**130**	24	**210**
Mercury	mg/kg	0.208	3.13	3.13	0.044	0.021 J	0.023	0.027	0.0087 J	0.016 J	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Nickel	mg/kg	NS	NS	NS	13	31	6.8	34	13	31	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Selenium	mg/kg	0.52	391	5110	**2**	**4.3**	0.57 J	4.6	0.7 J	**2.5**	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Silver	mg/kg	0.8497	391	5110	<0.16	<0.16	<0.16	<0.16	<0.16	0.46 J	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Zinc	mg/kg	NS	NS	NS	200	50	66	51	50	46	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Aluminum	mg/kg	NS	NS	NS	7000	25000	7000	23000	7000	23000	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Antimony	mg/kg	NS	NS	NS	0.44 J	0.52 J	<0.33	1.7	0.68 J	1.2 J	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Beryllium	mg/kg	NS	NS	NS	0.6	1	0.29	0.97	0.33	0.98	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Calcium	mg/kg	NS	NS	NS	92000	66000	110000	62000	93000	66000	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Cobalt	mg/kg	NS	NS	NS	8	11	3.7	14	5.3	10	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Iron	mg/kg	NS	NS	NS	17000	25000	12000	24000	11000	22000	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Magnesium	mg/kg	NS	NS	NS	24000	36000	30000	33000	34000	34000	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Manganese	mg/kg	NS	NS	NS	310	450	240	640	370	490	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Potassium	mg/kg	NS	NS	NS	1200	6200	1300	5900	1900	5800	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Sodium	mg/kg	NS	NS	NS	860	1200	840	1300	890	650	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Vanadium	mg/kg	NS	NS	NS	19	48	14	51	19	39	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
VOCs																							
Benzene	ug/kg	5.5	1490	7410	**42 J**	< 20	< 20	< 20	< 20	< 20	< 35	< 35	< 35	< 35	NA	< 35	< 35	NA	NA	NA	NA	NA	NA
tert-Butylbenzene	ug/kg	NS	183000	183000	< 23	< 23	< 23	< 23	< 23	< 23	< 41	< 41	< 41	< 41	NA	< 41	< 41	NA	NA	NA	NA	NA	NA
sec-Butylbenzene	ug/kg	NS	145000	145000	52 J	< 25	< 25	< 25	< 25	< 25	< 35	< 35	< 35	< 35	NA	< 35	< 35	NA	NA	NA	NA	NA	NA
n-Butylbenzene	ug/kg	NS	108000	108000	153	< 35	< 35	< 35	< 35	< 35	< 46	< 46	< 46	< 46	NA	< 46	< 46	NA	NA	NA	NA	NA	NA
Carbon Tetrachloride	ug/kg	3.9	854	4250	< 21	< 21	< 21	< 21	< 21	< 21	< 28	< 28	< 28	**175**	NA	< 28	< 28	NA	NA	NA	NA	NA	NA
Ethylbenzene	ug/kg	1570	7470	37000	173	< 16	< 16	< 16	< 16	< 16	< 56	< 56	< 56	< 56	NA	< 56	< 56	NA	NA	NA	NA	NA	NA
Isopropylbenzene	ug/kg	NS	NS	NS	94 J	< 30	< 30	< 30	< 30	< 30	< 39	< 39	< 39	< 39	NA	< 39	< 39	NA	NA	NA	NA	NA	NA
p-Isopropyltoluene	ug/kg	NS	162000	162000	71 J	< 30	< 30	< 30	< 30	< 30	< 43	< 43	< 43	< 43	NA	< 43	< 43	NA	NA	NA	NA	NA	NA
Naphthalene	ug/kg	658.7	5150	26000	490	< 117	< 117	< 117	< 117	< 117	< 53	< 53	< 53	136 J	NA	< 53	< 53	NA	NA	NA	NA	NA	NA
n-Propylbenzene	ug/kg	NS	264000	264000	104	< 29	< 29	< 29	< 29	< 29	< 44	< 44	< 44	< 44	NA	< 44	< 44	NA	NA	NA	NA	NA	NA
Toluene	ug/kg	1107.2	818000	818000	188	< 23	28.9 J	< 23	< 23	< 23	< 51	< 51	< 51	81 J	NA	< 51	< 51	NA	NA	NA	NA	NA	NA
Trichloroethene (TCE)	ug/kg	3.6	644	8810	< 20	< 20	< 20	< 20	< 20	< 20	< 50	< 50	< 50	< 50	NA	< 50	< 50	NA	NA	NA	NA	NA	NA
1,2,4-Trimethylbenzene	ug/kg	1379.3	89800	219000	400	< 20	< 20	< 20	< 20	< 20	< 73	< 73	< 73	< 73	NA	< 73	< 73	NA	NA	NA	NA	NA	NA
1,3,5-Trimethylbenzene	ug/kg	1379.3	182000	182000	232	< 24	< 24	< 24	< 24	< 24	< 57	< 57	< 57	< 57	NA	< 57	< 57	NA	NA	NA	NA	NA	NA
Total Xylenes	ug/kg	3940	258000	258000	585	<33	50.7 J	<33	<33	<33	<73	<73	<73	208	NA	<73	<73	NA	NA	NA	NA	NA	NA
PAHs																							
Acenaphthene	ug/kg	NS	3440000	33000000	171 J	< 17	< 170	< 17	< 17	< 17	< 15.2	< 15.2	< 15.2	28 J	< 15.2	< 15.2	< 15.2	< 15.2	< 15.2	< 15.2	< 152	20.1 J	153
Acenaphthylene	ug/kg	NS	NS	NS	< 60	< 12	155 J	< 12	< 12	< 12	5.8 J	< 5.1	< 5.1	18.9	96	< 5.1	< 5.1	< 5.1	< 5.1	< 5.1	91 J	24.1	350
Anthracene	ug/kg	196744.2	17200000	100000000	650	< 14	167 J	< 14	< 14	< 14	< 6.4	< 6.4	< 6.4	21.8	83	< 6.4	< 6.4	< 6.4	24.8	< 6.4	142 J	134	1010
Benzo(a)anthracene	ug/kg	NS	148	2110	1530	< 15	960	< 15	< 15	< 15	< 12.9	18.5 J	23.6 J	81	274	< 12.9	15.4 J	< 12.9	45	< 12.9	530	890	2800
Benzo(a)pyrene	ug/kg	470	15	211	**1200**	< 7	**950**	< 7	< 7	< 7	< 4.7	10.9 J	18.8	76	256	< 4.7	8 J	< 4.7	31	< 4.7	**570**	**990**	**2750**
Benzo(b)fluoranthene	ug/kg	480	148	2110	**1590**	< 10	**1260**	< 10	< 10	< 10	< 6.5	16.8 J	24.9	103	350	< 6.5	9.1 J	< 6.5	38	< 6.5	**690**	**1310**	**3500**
Benzo(g,h,i)perylene	ug/kg	NS	NS	NS	750	< 11	720	< 11	< 11	< 11	< 7.7	8.5 J	20 J	51	154	< 7.7	< 7.7	< 7.7	18.7 J	< 7.7	390	620	1560
Benzo(k)fluoranthene	ug/kg	NS	1480	21100	690	< 16	560	< 16	< 16	< 16	< 9.8	< 9.8	< 9.8	35	105	< 9.8	< 9.8	< 9.8	15.4 J	< 9.8	219 J	410	1100
Chrysene	ug/kg	145.1	14800	211000	**1430**	< 12	**950**	< 12	< 12	< 12	< 8.9	10.8 J	24.3 J	83	242	< 8.9	< 8.9	< 8.9	35	< 8.9	**490**	**880**	**2450**
Dibenzo(a,h)anthracene	ug/kg	NS	15	211	191 J	< 16	< 160	< 16	< 16	< 16	< 5.5	< 5.5	< 5.5	10.4 J	38	< 5.5	< 5.5	< 5.5	< 5.5	< 5.5	89 J	151	430
Fluoranthene	ug/kg	88817.9	2290000	22000000	3200	< 12	1850	< 12	< 12	< 12	< 9.2	24.7 J	32	146	460	< 9.2	21.2 J	< 9.2	86	< 9.2	760	1630	5300
Fluorene	ug/kg	14814.8	2290000	22000000	175 J	< 23	< 230	< 23	< 23	< 23	< 5.6	< 5.6	< 5.6	22.2	34	< 5.6	< 5.6	< 5.6	8.4 J	< 5.6	< 56	19.2	295
Indeno(1,2,3-cd)pyrene	ug/kg	NS	148	2110	630	< 16	540	< 16	< 16	< 16	< 7.8	< 7.8	13.4 J	44	145	< 7.8	< 7.8	< 7.8	15.7 J	< 7.8	330	580	1510
1-Methyl naphthalene	ug/kg	NS	15600	53100	< 135	< 27	< 270	< 27	< 27	< 27	< 15	< 15	< 15	95	< 15	< 15	< 15	< 15	< 15	< 15	< 150	< 15	230
2-Methyl naphthalene	ug/kg	NS	229000	368000	117 J	< 17	< 170	< 17	< 17	< 17	< 9.7	< 9.7	< 9.7	104	< 9.7	< 9.7	< 9.7	< 9.7	< 9.7	< 9.7	< 97	9.8 J	235
Naphthalene	ug/kg	658.7	5150	26000	101 J	< 13	< 130	< 13	< 13	< 13	< 16.2	< 16.2	< 16.2	69	< 16.2	< 16.2	< 16.2	< 16.2	< 16.2	< 16.2	< 162	< 16.2	142
Phenanthrene	ug/kg	NS	NS	NS	2110	< 9	480	< 9	< 9	< 9	< 10.6	18.3 J	14 J	123	246	< 10.6	17.2 J	< 10.6	81	< 10.6	312 J	320	2220
Pyrene	ug/kg	54472.5	1720000	16500000	2760	< 15	1590	< 15	< 15	< 15	< 7.7	21.2 J	31.3	132	360	< 7.7	19.1 J	< 7.7	82	< 7.7	660	1350	4300
Additional SVOCs																							
2,4-Dimethylphenol	ug/kg	NS	NS	NS	< 65	< 13	< 130	< 13	< 13	< 13	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Bis(2-chloroethoxy)methan	ug/kg	NS	NS	NS	< 70	< 14	< 140	< 14	< 14	< 14	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Dibenzofuran	ug/kg	NS	NS	NS	78 J	< 15	< 150	< 15	< 15	< 15	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Diphenylamine	ug/kg	NS	NS	NS	< 105	< 21	< 210	< 21	< 21	< 21	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Isophorone	ug/kg	NS	NS	NS	< 65	< 13	< 130		< 13	< 13	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Phenol	ug/kg	NS	NS	NS	< 45	< 9	< 90	< 9	< 9	< 9	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
PCBs:																							
PCB 1254	mg/kg	NS	NS	NS	NA	<0.00376	<0.00376	NA	NA	<0.00376	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Petroleun Hydrocarbons:																							
Diesel Range Organics	mg/kg	NS	NS	NS	NA	NA	NA	NA	NA	NA	< 10	12.2	24.8	15.8	114	< 10	< 10	< 10	< 10	< 10	179 J	33.9	193

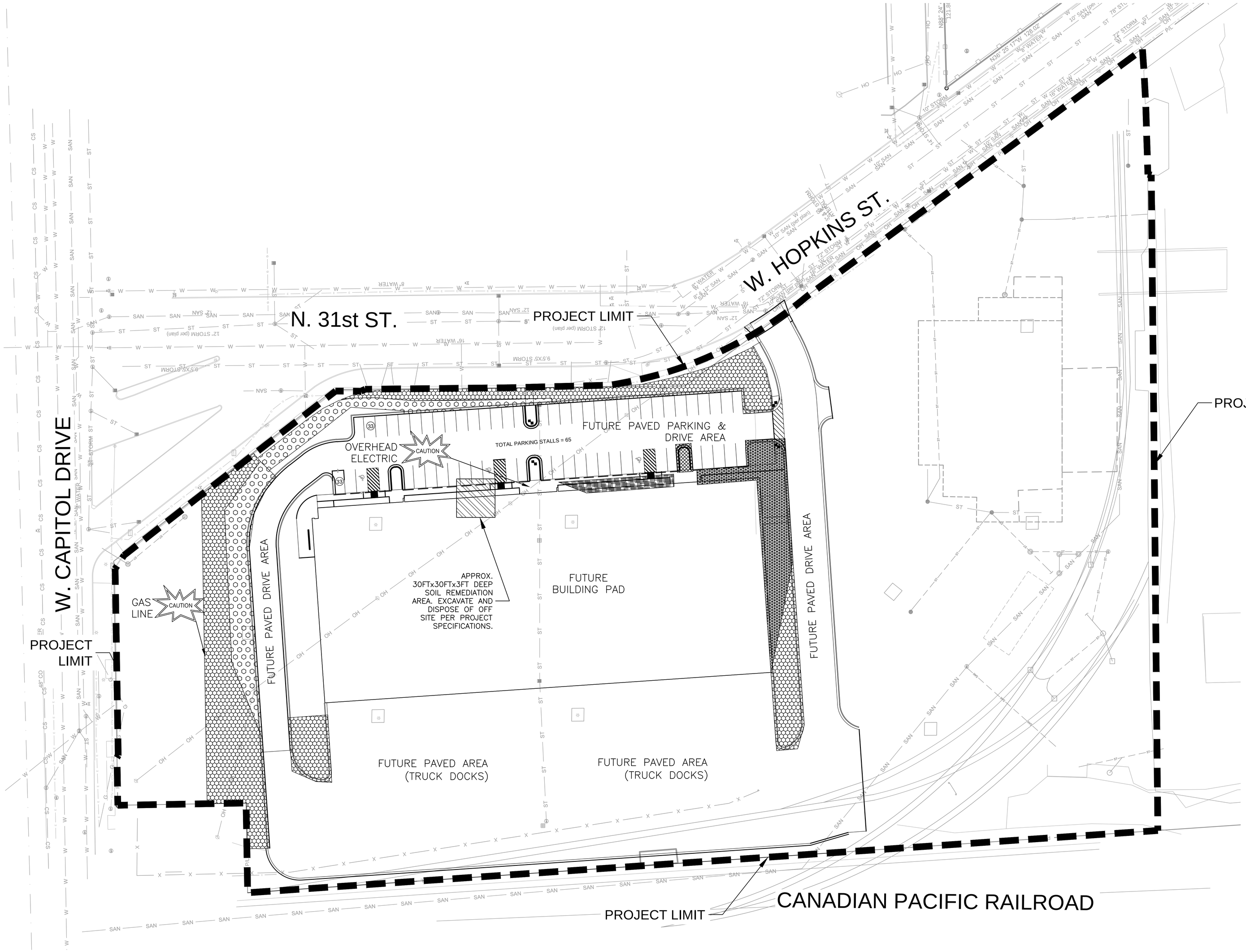
Table 1
Pre-Remedial Soil Analytical Table
Century City Lot 3, Project Area A and North 200 Feet of Area B, Milwaukee, Wisconsin
Project Reference 14161

Notes:
1. Unsaturated/smear zone versus saturated soil conditions based on: (1) measured water levels in adjacent/nearby monitoring wells, (2) soil moisture conditions recorded on soil boring logs, and/or (3) soil moisture contents reported on laboratory analytical reports.
2. Analytical units µg/kg = micrograms per kilogram (equivalent to parts per billion, ppb)
mg/kg = milligrams per kilogram (equivalent to parts per million, ppm)
3. NA = not analyzed
4. Groundwater Pathway RCL = Residual Contaminant Level for protection of groundwater as described in NR 720.10. Current RCLs based on WDNR's RCL Spreadsheet (dated December 2013) as referenced in WDNR guidance document PUB-RR-890 "Soil Residual Contaminant Level Determinations Using the US EPA Regional Screening Level Web Calculator", dated January 23, 2014.

5. Non-Industrial Direct Contact RCL = Residual Contaminant Level for protection of direct contact at a non-industrial property as described in NR 720.12. Current RCLs based on WDNR's RCL Spreadsheet (dated December 2013) with default input parameters as referenced in WDNR guidance document PUB-RR-890 "Soil Residual Contaminant Level Determinations Using the US EPA Regional Screening Level Web Calculator", dated January 23, 2014.

6. Industrial Direct Contact RCL = Residual Contaminant Level for protection of direct contact at an industrial property as described in NR 720.12. Current RCLs based on WDNR's RCL Spreadsheet (dated December 2013) with default input parameters as referenced in WDNR guidance document PUB-RR-890 "Soil Residual Contaminant Level Determinations Using the US EPA Regional Screening Level Web Calculator", dated January 23, 2014.
7. NS = no standard established
8. Laboratory flag: "J" = Analyte detected between Limit of Detection and Limit of Quantitation
9. Exceedances: **BOLD** = Concentration exceeds Groundwater Pathway RCL (unsaturated soil samples only)
[ ] = Concentration exceeds Industrial Direct Contact RCL (shallow, unsaturated soil samples only)

O.N. 66 - Appendix B



GENERAL NOTES:

1. EXISTING SUBGRADE IS DEFINED AS THE ELEVATION OF THE EXISTING GROUND SURFACE AT THE BOTTOM OF THE EXISTING SITE PAVEMENTS.
2. AT EACH SPECIAL EXCAVATION AREA, EXCAVATE BELOW EXISTING SUBGRADE TO THE DEPTHS INDICATED. THEN FILL THE SPECIAL EXCAVATION AREA TO THE REQUIRED ROUGH GRADE ELEVATIONS USING CLEAN FILL MATERIAL.
3. MATERIAL EXCAVATED FROM THE SPECIAL EXCAVATION AREAS SHALL BE PLACED UNDER FUTURE PAVED AREAS AND THE FUTURE BUILDING PAD AREA. FUTURE PAVED AREAS AND FUTURE BUILDING PAD AREA ARE SHOWN FOR REFERENCE.

LEGEND
SPECIAL EXCAVATION AREAS:

- EXCAVATE TO 0.5 FT BELOW EXISTING SUBGRADE
- EXCAVATE TO 1.0 FT BELOW EXISTING SUBGRADE
- EXCAVATE TO 1.5 FT BELOW EXISTING SUBGRADE
- EXCAVATE TO 2.0 FT BELOW EXISTING SUBGRADE
- EXCAVATE TO 2.5 FT BELOW EXISTING SUBGRADE

NOTE:

Site utilities shown are based on a combination of field measurements and historical facilities mapping.

TO OBTAIN LOCATIONS OF PARTICIPATING UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN

CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE

WIS STATUTE 182.0175(1974) REQUIRES MIN. 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE

MILW. AREA 259-1181

THE INFORMATION PROVIDED IN THESE DOCUMENTS ABOUT EXISTING CONDITIONS IS BASED ON A COMBINATION OF FIELD DATA AND OTHER AVAILABLE RECORD DATA. THERE IS NO GUARANTEE RELATIVE TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION REGARDING EXISTING CONDITIONS.

N

GRAPHIC SCALE
0 30' 60'

THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

City of Milwaukee

No.	Revisions	By	Date

CENTURY CITY REDEVELOPMENT
PROJECT AREA "A"
SITE CLEARANCE, ENVIRONMENTAL REMEDIATION, AND PRELIMINARY SITE PREPARATION
2725 WEST HOPKINS STREET, MILWAUKEE, WI

SPECIAL EXCAVATION AREAS

Project Number:	Drawn By:	Date:
12791	ABH	05/06/14

Sheet Number: CD 150

THE SIGMA GROUP
Single Source. Sound Solutions.

April 9, 2014

Mr. Benji Timm
City of Milwaukee
809 North Broadway
Milwaukee, WI 53202

RE: Century City Area A – White Shed
Targeted Asbestos Sampling

Dear Benji,

As requested, The Sigma Group, Inc. (Sigma) conducted targeted pre-demolition asbestos sampling of the white shed located within Area A of Century City. The sampling activities of the structure included visual observation, material sampling and laboratory analysis of two suspect asbestos-containing building materials (ACBM).

Sampling Activities and Observations
On April 3, 2014, Sigma visually inspected the insulation/fiberboard and caulk material below the building siding. State of Wisconsin certified asbestos inspector Tim Petrofske (AII-115985) performed the targeted pre-demolition asbestos sampling. Appendix A provides a copy of Mr. Petrofske's asbestos inspection certification card. The structure was vacant at the date and time of this inspection.

The samples were submitted under chain of custody to Micro Analytical, Inc. for asbestos analysis. Micro Analytical is a National Voluntary Laboratory Accreditation Program (NVLAP) and American Industrial Hygiene Association (AIHA) approved laboratory. Samples were analyzed using Polarized Light Microscopy (PLM) coupled with Dispersion Staining as outlined in the USEPA's, *"Method for the Determination of Asbestos in Bulk Building Material (EPA-600/R93/116)".* Samples identified using PLM analysis with less than 2 percent asbestos content were point counted in accordance with EPA-600/R-93/116.

Summary of Results
No asbestos-containing building materials were identified within the limits of deconstruction. A copy of the asbestos Certificate of Analysis is provided in Appendix B.

Recommendations
Two materials were targeted for sample collection. Complete inspection and/or sampling of building components (esp. roofing materials) was not conducted. During demolition a potential exists for encountering asbestos and/or other hazardous materials not previously identified to become revealed.

It is recommended that there is one individual on-site during abatement and demolition that is designated as a "Competent Person". At a minimum, this individual shall be a State of Wisconsin certified asbestos supervisor familiar with applicable asbestos and hazardous material related regulations; have the experience to recognize potential work crew and environmental exposures; institute proper personal protective equipment and personnel monitoring as necessary; have the authority to stop work; and meet training requirements established by the State of Wisconsin. Discovery of suspect asbestos and/or other hazardous materials should be reported immediately to the Owner so that appropriate measures can be implemented. Further sampling of newly discovered materials may be required to confirm the presence of ACBM within walls and other areas that were not visible or reasonably accessible during the asbestos inspection.

Thank you for the opportunity to assist you with this project. Please call me if you have any questions.

Sincerely,

THE SIGMA GROUP, INC.

Kristin Kurzka, P.E.
Principal

enclosures

ASBESTOS INSPECTOR

Issued By

STATE OF WISCONSIN

Dept. of Health Services

Timothy G Petrofske
704 Bron Derw Dr
Wales WI 53183-9613

		135 lbs	5' 04"
AII-115985	Exp: 01/13/2015	12/04/1958	Male

Training due by: 01/13/2015

MICRO ANALYTICAL, INC.

11521 West North Avenue
Milwaukee, WI 53226
(800) 771-9820 (414) 771-0855
Fax: (414) 771-6570

BULK ASBESTOS ANALYTICAL REPORT
Utilizing PLM and Dispersion Stain Technique

Customer: Sigma Environmental Services, Inc.
1300 West Canal Street
Milwaukee , WI 53233

Report #: 130411
Received: 03-Apr-2014
Analyzed: 08-Apr-2014

Job ID: 14161

Sample ID	% Asbestos	Non-Asbestos Fibrous Components	Non-Fibrous Components	Color	Texture
01	None Detected	85% Cellulose	15%	Brown	Compressed
02	None Detected	85% Cellulose	15%	Brown	Compressed
03	None Detected	85% Cellulose	15%	Brown	Compressed
04	None Detected		100%	Gray	Resinous
05	None Detected		100%	Gray	Resinous
05 II	None Detected		100%	White	Resinous
06	None Detected		100%	Gray	Resinous

Analyzed By: Arthur Warneke III

Test method: EPA/600/R-93/116 and EPA/600/M4-82-020. Quantitation is done by Calibrated Visual Estimation which has an accepted Relative Percent Difference of 35. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. This test report relates only to the items tested and shall not be reproduced except in full, without the written approval of MICRO ANALYTICAL, INC.

NVLAP Lab Code 101247-0

Micro Analytical, Inc.
11521 West North Avenue
Milwaukee, WI 53266
414-771-0855 * Fax 414-771-6570

Client: SIGMA

Job ID: 14161

Samples: 6 Type: PCM PLM Lead TEM (circle one)

Sample ID	Date Collected	Location/Remarks
	4-3-14	SEE ATTACHED
		NORMAL TURN AROUND

4-3-14

Relinquished by Date/Time Received by Date/Time

Relinquished by Date/Time Received by Date/Time

Relinquished by Date/Time Received By Date/Time

Notes: Call Results # _____ Fax # _____

Name/Pager # _____ Other _____

RESULTS to KRISTIN KURZKA
Phone 414-643-4127

SIGMA ENVIRONMENTAL SERVICES, INC.
1300 West Canal Street
Milwaukee, Wisconsin 53233

Supplemental Asbestos Chain of Custody

Project Number: 14161

Number of Samples: 6

In addition to the information provided on the laboratory chain of custody, Sigma requires the following (checked items only):

- [x] When the laboratory observes an apparent discrepancy between Sigma's material description and the sample received by the laboratory, the laboratory shall flag the material description on the laboratory report and define on the laboratory report the specific discrepancy(s) noted.

- [ ] **With the exception of drywall and joint compound samples**, analyze and report each distinct and separable material layer unless otherwise instructed on the attached "Sigma Sample Material List" sheet(s). Laboratory to determine distinct and separable layers and provide layer descriptions for each individual layer.

- [x] Analyze and report each distinct and separable material layer unless otherwise instructed on the attached "Sigma Sample Material List" sheet(s). Laboratory to determine distinct and separable layers and provide layer descriptions for each individual layer.

- [x] Discontinue analysis of homogenous material upon determining that the material contains greater than one percent asbestos content. If the homogeneous material contains multiple layers, continue analysis of each layer until all samples have been analyzed or until it has been determined that the layer contains greater than one percent asbestos content. See item #4 for flooring system Positive Stop instructions.

  For example, if Sigma submitted three roofing system samples and the top layer sample analysis revealed asbestos is present at greater than one percent, the top layer analysis would be discontinued but the underlying layer(s) analysis would continue until greater than one percent asbestos is detected or until all three underlying sample layers have been analyzed. This assumes, however, that the materials are in fact homogenous. Through microscopic examination, it may be determined by the analyst that there are additional layers not present in each sample. In that case, the individual sample layer should also be analyzed.

- [ ] **Flooring Systems (including floor tile systems, vinyl flooring systems, vinyl laminate systems, and stair tread systems): Conduct analysis of the mastic layer(s) first. If analysis reveals greater than one percent asbestos content, discontinue analysis of the mastic layers and do not analyze the flooring material (tile, vinyl, laminate, etc.) Call Jeff Senn at (414) 643-4151 with specific questions.**

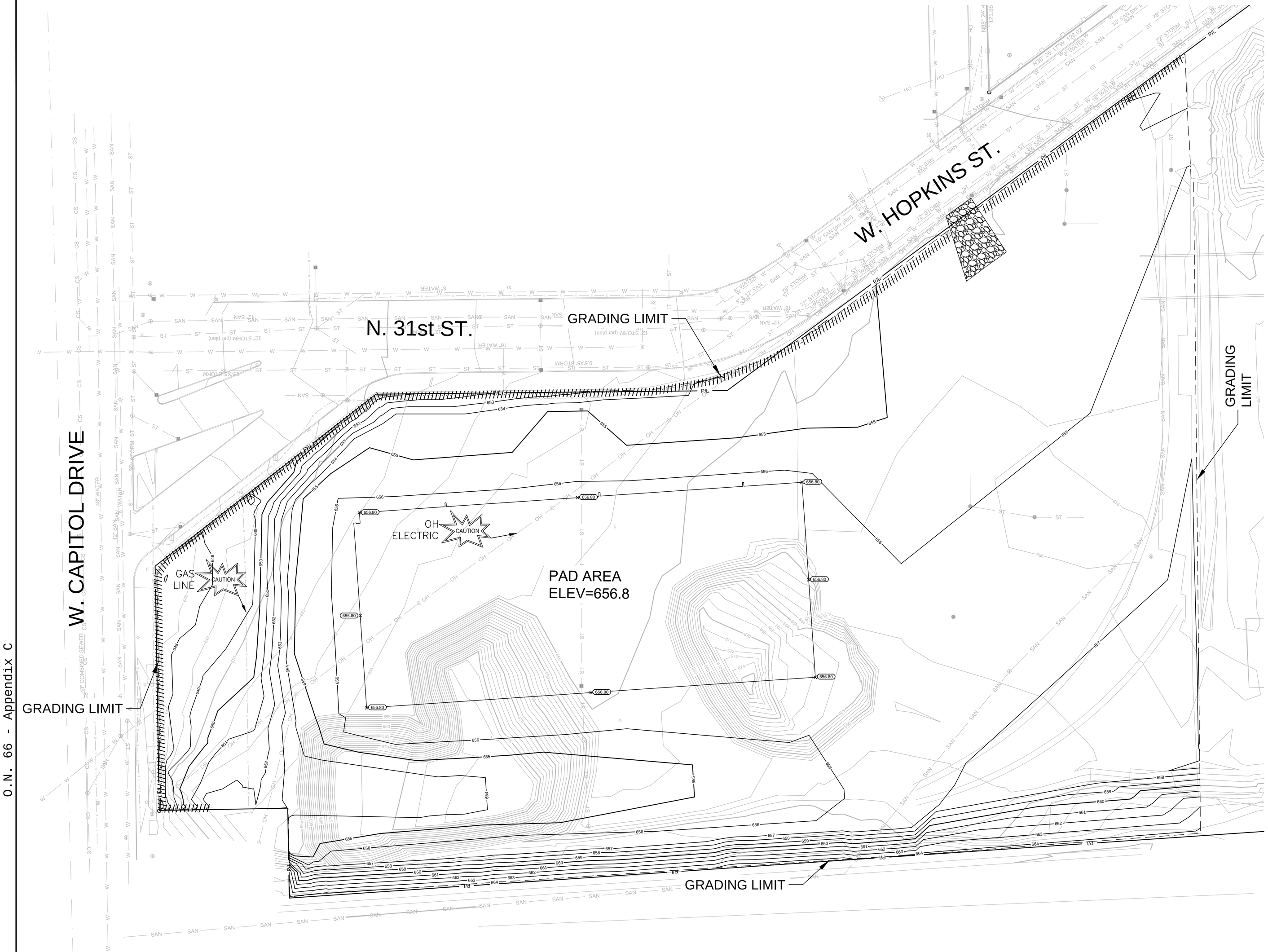
Sigma Sample Material List

14161

Project: CENTURY CITY
Building: SHED

Date: 4/3/2014
Inspectors: TGP

Sample Number	Homogenous Material Code	Homogeneous Material Description	Functional Area/ Room Number	Location within Room
01	MFB	FIBERBOARD WITH TAR	01	SOUTHWEST
02	MFB	FIBERBOARD WITH TAR	01	EAST CENTER
03	MFB	FIBERBOARD WITH TAR	01	NORTH
04	MC-1	CAULK - GRAY	EXTERIOR	SOUTHEAST
05	MC-1	CAULK - GRAY	EXTERIOR	NORTHWEST
06	MC-1	CAULK - GRAY	EXTERIOR	NORTHEAST



LEGEND:

- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED SPOT GRADE
- PROPOSED STRAW WATTLE
- PROPOSED TRACKING PAD

TOTAL ANTICIPATED LAND DISTRUBANCE: 7.58 ACRES+/-

GENERAL NOTES:

1. WORK TO BE COMPLETED IS INDICATED IN BOLD TYPE LINES AND EXISTING CONDITIONS ARE INDICATED BY LIGHT TYPE LINES.
2. ELECTRONIC CIVIL FILES ARE AVAILABLE UPON WRITTEN REQUEST. DO NOT USE ELECTRONIC CIVIL FILES TO LAYOUT ANY NON CIVIL SITE WORK.
3. STRAW WATTLE SHALL BE 12" DIAMETER STENLOG OR EQUAL, STAKED AND INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. AN OR EQUAL PRODUCT SHALL, AT A MINIMUM, BE ONE THAT IS FOUND ON THE WISCONSIN DEPARTMENT OF TRANSPORTATION'S EROSION CONTROL PRODUCT ACCEPTABILITY LIST.

EROSION CONTROL NOTES/STATEMENT OF OPERATIONS:

1. THE EROSION AND SEDIMENTATION CONTROL PLAN INDICATES THE MINIMUM CONTROLS ANTICIPATED TO BE NECESSARY FOR THE MANAGEMENT OF RUNOFF. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR INSTALLING ANY ADDITIONAL CONTROLS NEEDED TO EFFECTIVELY MANAGE RUNOFF FROM THE SITE. ADDITIONALLY, CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE REGULAR INSPECTION, MAINTENANCE, REPAIR, AND (IF NECESSARY) REPLACEMENT OF TEMPORARY EROSION AND SEDIMENTATION CONTROLS DURING THE CONTRACT TIMEFRAME.
2. CONSTRUCTION SITE EROSION CONTROL AND SEDIMENTATION CONTROL SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF MILWAUKEE EROSION CONTROL ORDINANCE CHAPTER 290, AND SHALL EMPLOY EROSION CONTROL METHODS AS SHOWN AND SPECIFIED IN THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS.
3. ALL EROSION CONTROL MEASURES SHALL BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION AND SHALL BE INSTALLED PRIOR TO ANY GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL ON THE SITE.
4. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED FOR STABILITY AND OPERATION AFTER A RAINFALL OF 0.5 INCHES OR MORE, BUT NO LESS THAN ONCE EVERY WEEK. MAINTENANCE OF ALL EROSION CONTROL MEASURES SHALL BE PROVIDED TO INSURE INTENDED PURPOSE IS ACCOMPLISHED. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANUP AND REMOVAL OF ALL SEDIMENT THAT LEAVES THE PROPERTY. EROSION CONTROL MEASURES MUST BE IN WORKING CONDITION AT END OF EACH WORK DAY. DOCUMENT AND MAINTAIN RECORDS OF INSPECTIONS IN ACCORDANCE WITH WDNR NR216 REQUIREMENTS.
5. STRAW WATTLES SHALL BE INSTALLED IN THE LOCATIONS SHOWN ON THE CONSTRUCTION PLANS. SEDIMENT DEPOSITS SHALL BE REMOVED FROM BEHIND THE STRAW WATTLES WHEN DEPOSITS REACH A DEPTH OF 6 INCHES. THE STRAW WATTLES SHALL BE REPAIRED OR REPLACED AS NECESSARY TO MAINTAIN A BARRIER.
6. FILTER FABRIC SHALL BE INSTALLED BENEATH ALL EXISTING INLET COVERS TO TRAP SEDIMENT WITHIN THE LIMITS OF LAND DISTURBANCE AND ALONG ROADWAY ADJACENT TO PROJECT SITE.
7. EROSION CONTROL MEASURES SHALL BE MAINTAINED ON A CONTINUING BASIS UNTIL SITE IS FULLY STABILIZED.
8. PERIODIC STREET SWEEPING SHALL BE COMPLETED TO MAINTAIN ADJACENT STREETS FREE OF DUST AND DIRT.
9. SITE DEWATERING. WATER PUMPED FROM THE SITE SHALL BE TREATED BY SEDIMENT BASINS OR OTHER APPROPRIATE MEASURES SPECIFIED IN THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS. WATER MAY NOT BE DISCHARGED IN A MANNER THAT CAUSES EROSION OR SEDIMENTATION OF THE SITE, ADJACENT SITES, OR RECEIVING CHANNELS.
10. WASTE AND MATERIAL DISPOSAL. ALL WASTE AND UNUSED BUILDING MATERIALS (INCLUDING GARBAGE, DEBRIS, CLEANING WASTES, WASTEWATER, TOXIC MATERIALS, OR HAZARDOUS MATERIALS) SHALL BE PROPERLY DISPOSED AND NOT ALLOWED TO BE CARRIED OFF-SITE BY RUNOFF OR WIND.
11. TRACKING. EACH SITE SHALL HAVE GRAVELED ROADS, ACCESS DRIVES AND PARKING AREAS OF SUFFICIENT WIDTH AND LENGTH TO PREVENT SEDIMENT FROM BEING TRACKED ONTO PUBLIC OR PRIVATE ROADWAYS. ANY SEDIMENT REACHING A PUBLIC OR PRIVATE ROAD SHALL BE REMOVED BY STREET CLEANING, TO THE SATISFACTION OF THE CITY, BEFORE THE END OF EACH WORKDAY. FLUSHING MAY NOT BE USED UNLESS SEDIMENT WILL BE CONTROLLED BY A SEDIMENT BASIN OR PRACTICE SPECIFIED IN THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS.
12. SEDIMENT CLEANUP. ALL OFF-SITE SEDIMENT DEPOSITS OCCURRING AS A RESULT OF A STORM EVENT SHALL BE CLEANED UP BY THE END OF THE NEXT WORKDAY. ALL OTHER OFF-SITE SEDIMENT DEPOSITS OCCURRING AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE CLEANED UP BY THE END OF THE WORKDAY.
13. DISTURBED GROUND LEFT INACTIVE FOR SEVEN OR MORE DAYS SHALL BE STABILIZED BY TEMPORARY OR PERMANENT SEEDING, MULCHING, SODDING, COVERING WITH TARPS, OR EQUIVALENT PRACTICE FOUND IN THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARD.
14. SOIL OR DIRT STORAGE PILES SHALL BE LOCATED A MINIMUM OF TWENTY-FIVE FEET FROM ANY DOWNSLOPE ROAD, LAKE, STREAM, WETLAND, OR DRAINAGE CHANNEL. STRAW BALE OR FILTER FABRIC FENCES SHALL BE PLACED ON THE DOWN SLOPE SIDE OF THE PILES. IF REMAINING FOR MORE THAN THIRTY DAYS, PILES SHALL BE STABILIZED BY MULCHING, VEGETATIVE COVER, TARPS OR OTHER MEANS.
15. REPAIR ANY SILTATION OR EROSION DAMAGE TO ADJOINING SURFACES AND DRAINAGE WAYS RESULTING FROM LAND DEVELOPMENT OR LAND DISTURBING ACTIVITIES.
16. KEEP A COPY OF THE EROSION CONTROL PLAN ON SITE.

TO OBTAIN LOCATIONS OF PARTICIPANTS UNDERGROUND FACILITIES THROUGHOUT THE STATE OF WISCONSIN

CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE

WIS STATUTE 182.0175(1974) REQUIRES NON- 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE

MILW. AREA 259-1181

THE INFORMATION PROVIDED IN THESE DOCUMENTS ABOUT EXISTING CONDITIONS IS BASED ON A COMBINATION OF FIELD DATA AND OTHER AVAILABLE RECORD DATA. THERE IS NO GUARANTEE RELATIVE TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION REGARDING EXISTING CONDITIONS.

GRAPHIC SCALE
0 30' 60'

THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

City of Milwaukee

No.	Revisions	By	Date

CENTURY CITY REDEVELOPMENT
PROJECT AREA "A"
SITE CLEARANCE, ENVIRONMENTAL REMEDIATION, AND PRELIMINARY SITE PREPARATION
2725 WEST HOPKINS STREET, MILWAUKEE, WI

EROSION CONTROL & ROUGH GRADING PLAN

Project Number:	Drawn By:	Date:
12791	ABH	05/06/14

Sheet Number: CD 300

O.N. 66 - Appendix C

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
Waukesha Service Center
141 NW Barstow St., Room 180
WaukeshaCity, WIState 53188Zip

Scott Walker, GovernorGovernor
Cathy Stepp, SecretarySecretary
John Hammen, Acting Regional DirectorChief
Telephone (262) 574-2100Phone
FAX (262) 574-2117Fax

WISCONSIN
DEPT. OF NATURAL RESOURCES

September 15, 2011

Mr. Dave Misky
Redevelopment Authority City of Milwaukee
809 N Broadway, 2nd Floor
Milwaukee, WI 53201

SUBJECT: Coverage Under WPDES General Permit No. WI-S067831-3: Construction Site Storm Water Runoff

Permittee Name: Redevelopment Authority City of Milwaukee
Site Name: Former Tower Automotive Site - Demolition Phase
FIN: 45481

Dear Mr. Misky:

The Wisconsin Department of Natural Resources received your Water Resources Application for Project Permits (WRAPP) or Notice of Intent, on September 7, 2011, for the Former Tower Automotive Site - Demolition Phase site and has evaluated the information provided regarding storm water discharges from your construction site. We have determined that your construction site activities will be regulated under ch. 283, Wis. Stats., ch. NR 216, Wis. Adm. Code, and in accordance with Wisconsin Pollutant Discharge Elimination System (WPDES) General Permit No. WI-S067831-3, Construction Site Storm Water Runoff. All erosion control and storm water management activities undertaken at the site must be done in accordance with the terms and conditions of the general permit.

The **Start Date** of permit coverage for this site is September 15, 2011. The maximum period of permit coverage for this site is limited to 3 years from the **Start Date**. Therefore, permit coverage automatically expires and terminates 3 years from the Start Date and storm water discharges are no longer authorized unless another Notice of Intent and application fee to retain coverage under this permit or a reissued version of this permit is submitted to the Department 14 working days prior to expiration.

A copy of the general permit along with extensive storm water information including technical standards, forms, guidance and other documents is accessible on the Department's storm water program Internet site. The Department's Internet site is: **http://www.dnr.state.wi.us/runoff/stormwater.htm**

To obtain a copy of the general permit, please download it and the associated documents listed below.

- Construction Site Storm Water Runoff WPDES general permit No. WI-S067831-3:
  http://dnr.wi.gov/runoff/pdf/stormwater/permits/construction/construction_permit_S067831-3.pdf

- Construction site inspection report form:
  http://dnr.wi.gov/runoff/pdf/stormwater/3400187_Construction_Site_Inspection_Report.pdf

- Notice of Termination form:
  http://dnr.wi.gov/runoff/pdf/stormwater/3400162.pdf

If, for any reason, you are unable to access these documents over the Internet, please contact me and I will send them to you.

To ensure compliance with the general permit, please read it carefully and be sure you understand its contents. Please take special note of the following requirements (This is not a complete list of the terms and conditions of the general permit.):

1. The Construction Site Erosion Control Plan and Storm Water Management Plan that you completed prior to submitting your permit application must be implemented and maintained throughout construction. Failure to do so may result in enforcement action by the Department.

2. The general permit requires that erosion and sediment controls be routinely inspected at least every 7 days, and within 24 hours after a rainfall event of 0.5 inches or greater. Weekly written reports of all inspections must be maintained. The reports must contain the following information:

   a. Date, time, and exact place of inspection;
   b. Name(s) of individual(s) performing inspection;
   c. An assessment of the condition of erosion and sediment controls;
   d. A description of any erosion and sediment control implementation and maintenance performed;
   e. A description of the site's present phase of construction.

3. A **Certificate of Permit Coverage** must be posted in a conspicuous place on the construction site. The Certificate of Permit Coverage (WDNR Publication # WT-813) is enclosed for your use.

4. When construction activities have ceased and the site has undergone final stabilization, a Notice of Termination (NOT) of coverage under the general permit must be submitted to the Department.

There are known contaminated soils occurring within the project limits as identified by the Bureau of Remediation and Redevelopment. In addition to complying with the conditions in this permit, you are responsible for complying with all applicable Department remediation and waste management requirements for handling and disposal of contaminated materials.

It is important that you read and understand the terms and conditions of the general permit because they have the force of law and apply to you. Your project may lose its permit coverage if you do not comply with its terms and conditions. The Department may also withdraw your project from coverage under the general permit and require that you obtain an individual WPDES permit instead, based on the Department's own motion, upon the filing of a written petition by any person, or upon your request.

If you believe that you have a right to challenge this decision to grant permit coverage, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions must be filed. For judicial review of a decision pursuant to ss. 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review must name the Department of Natural Resources as the respondent.

To request a contested case hearing pursuant to s. 227.42, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. All requests for contested case hearings must be made in accordance with s. NR 2.05(5), Wis. Adm. Code, and served on the Secretary in accordance with s. NR 2.03, Wis. Adm. Code. The filing of a request for a contested case hearing is not a prerequisite for judicial review and does not extend the 30-day period for filing a petition for judicial review.

Thank you for your cooperation with the Construction Site Storm Water Discharge Permit Program. If you have any questions concerning the contents of this letter or the general permit, please contact me at (262) 574-2129.

Sincerely,

Bryan Hartsook
Southeast Region
Water Resources Engineer

ENCLOSURE: Certificate of Permit Coverage

CERTIFICATE OF PERMIT COVERAGE

WISCONSIN
DEPT. OF NATURAL RESOURCES

UNDER THE
WPDES CONSTRUCTION SITE STORM WATER RUNOFF PERMIT
Permit No. WI-S067831-3

Under s. NR 216.455(2), Wis. Adm. Code, landowners of construction sites with storm water discharges regulated by the Wisconsin Department of Natural Resources (WDNR) Storm Water Permit Program are required to post this certificate in a conspicuous place at the construction site. This certifies that the site has been granted WDNR storm water permit coverage. The landowner must implement and maintain erosion control practices to limit sediment-contaminated runoff to waters of the state in accordance with the permit.

EROSION CONTROL COMPLAINTS

should be reported to the WDNR Tip Line at

1-800-TIP-WDNR (1-800-847-9367)

Please provide the following information to the Tip Line:

WDNR Site No. (FIN): 45481

Site Name: Former Tower Automotive Site - Demolition Phase

Address/Location: 2725 W. Hopkins St. City of MILWAUKEE

Additional Information:

Landowner: Redevelopment Authority City of Milwaukee (RACM)

Landowner's Contact Person: Dave Misky, Assistant Secretary of RACM

Contact Telephone Number: (414) 286-8682

Permit Start Date: September 15, 2011

By: _____

WDNR Publication # WT-813 (10/06)