

**PORLIER STREET SWING BRIDGE DEMOLITION
GREEN BAY, WISCONSIN**

GPC (General Prime Contractor) BID DOCUMENT

Division Project No. **11H2V**

April 11, 2014

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

(SEAL)

By

Golder Associates, Inc.
2247 Fox Heights Lane, Suite A
Green Bay, WI 54304
&
DOA-DFD

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1 **GPC INVITATION TO BID** (Rev 01/2014)
2 DIVISION OF FACILITIES DEVELOPMENT

3
4 **PORLIER STREET SWING BRIDGE DEMOLITION**
5 **GREEN BAY, WISCONSIN**
6 Division Project No. 11H2V
7

8 **BID OPENING for GENERAL PRIME CONTRACTOR BIDDERS: 2:00 P.M., May 1, 2014.**
9

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

13 **NOTICE: Effective January 1, 2014, all potential bidders must be certified by DOA prior to**
14 **submitting bids on state construction projects over \$50,000.** All bids received from contractors who are
15 not certified will be rejected. Contractor certification applications and instructions for completing the form
16 may be obtained from the DOA Website DFD Contractor Certification page:
17 <http://www.doa.state.wi.us/category.asp?linkcatid=857&linkid=125&locid=4> or upon request from DFD--
18 email dfdcertification@wisconsin.gov.
19

20 **NOTE: This project does not include any mechanical, electrical, plumbing, or fire protection (MEP)**
21 **divisions of work, DFD will bid one bid package for all work to general prime contractors.**
22
23

24 Sealed bids will be received at the State of Wisconsin Administration Building, 7th Floor, 101 East Wilson
25 Street, Madison, Wisconsin 53703, before the time indicated above. The bidder is responsible for the sealed
26 bid being delivered to the indicated location for receipt stamping before the time specified for the bid
27 opening. Third party delivery is entirely at the bidder's risk.
28

29 In general the work consists of demolishing, removal and disposal of the Porlier Street Swing Bridge and
30 all components associated with its structure, i.e center concrete support pier, concrete east rest pier, all
31 wooden support structures, protective dolphins, rock crib, rocks contained therein, and sediment removal
32 in accordance with the drawings and specification contained herein. The bridge is approximately 250-feet
33 in length and approximately 35-feet tall measuring from the bottom of the decking. All support and
34 protective structures associated with the demolition of the Porlier Street Swing Bridge shall be removed to
35 a depth of -31 feet as defined by Low Water Datum (LWD) International Great Lakes Datum (IGLD) 1985
36 (577.5 mean sea level).
37

38 The Contract Boundary is situated within the Fox River channel, Green Bay, Wisconsin. This river channel
39 area contains sediments impacted by PCBs and potentially other chemical constituents.
40

41 Bidding documents (drawings, specifications, and addenda) may be obtained only as electronic files
42 (in PDF format): as a downloadable file from the Division's Projects Bidding website (see web address
43 below) and/or on compact discs or DVD by ordering from the Projects Bidding website]. Bidding
44 documents may also be seen at various Builders' Exchanges. Additional project bidding information,
45 including plan holders lists are available on the Division of Facilities Development public web site:
46 www.doa.state.wi.us/DFD. After opening the web page, select Project Bidding from the Quick Find
47 list on the right side of the screen.
48

49 Bidder shall identify the division of work they are bidding on when requesting Bidding Documents online.
50

51 **Base Bid will be received for: A single lump sum bid for All Work.**
52

53 No deposit is required to obtain documents for bidding purposes.
54

1 Bid Guarantee in the amount of 10% of the Bid must accompany each bid submitted.
2
3 Contract offer and construction phase records will be processed electronically on the WisBuild™ DFD
4 Information System.
5
6 Prevailing wage rates are applicable to this project. Those rates are included in the Supplementary General
7 Conditions of the Contract the General Prime Contractor will be required to enter into with DFD.
8
9
10 Bidding Documents will be available on **May 1, 2014**, and thereafter.
11
12
13 There is a less than 30 day bidding period for this project.
14
15 ***

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1 **GPC INSTRUCTIONS TO BIDDERS** (Rev 01/2014)

2 Division Project No. 11H2V

3
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30

31 **1. DEFINITIONS**

32
33 (a) "Mechanical, electrical, or plumbing subcontractor" ("MEP Subcontractor") is a contractor that
34 performs mechanical (Heating, Ventilating, and Air Conditioning), electrical, plumbing, or fire protection
35 (fire suppression) work for the Project, and enters into a contract with the General Prime Contractor to
36 perform their division of work.
37

38 (b) "Qualified bidder" means a contractor that the department certifies under Wis. Stat. s.
39 16.855(9m)(b)1.
40

41 (c) "Qualified responsible bidder" means a contractor who is a qualified bidder and who is a
42 responsible bidder.
43

44 (d) "Responsible bidder" means a contractor that the department certifies under Wis. Stat. s.
45 16.855(9m)(b)2.
46

47 (e) "Single prime contracting" means bidding and contracting through a process in which only a
48 general prime contractor has a contractual relationship with the state and all mechanical, electrical, or
49 plumbing subcontractors are identified by the department and are subcontractors to the General Prime
50 Contractor.
51

52 (f) "General Prime Contractor" is a contractor that enters into a contract with the state to perform all
53 work as required by the Contract Documents and enters into contracts with subcontractors including MEP
54 Subcontractors identified by DFD.

1
2 (g) “Non-MEP Subcontractor” is a subcontractor to a General Prime Contractor in divisions of work
3 other than mechanical, electrical, plumbing, and fire protection. This includes suppliers and installers to the
4 General Prime Contractor.

5
6 (h) “Subcontractor” is all subcontractors on a project. This includes MEP Subcontractors,
7 subcontractors to the MEP Subcontractors, and Non-MEP Subcontractors.

8
9 (i) “Contractor” is all contractors working on a project regardless of contractual relationship. This
10 includes the General Prime Contractor, MEP Subcontractors, Non-MEP Subcontractors, and all
11 Subcontractors, regardless of tier of subcontract.

12 **2. GENERAL**

13
14 Time for bid opening shall be the prevailing central standard or daylight saving time in force at Madison,
15 Wisconsin, on the date set forth in the Invitation to Bid.

16 All potential bidders must be certified by DOA prior to submitting bids on state construction projects over
17 \$50,000. All bids received from contractors who are not certified will be rejected. Contractor certification
18 applications and instructions for completing the form may be obtained from the DOA Website DFD
19 Contractor Certification page:
20 <http://www.doa.state.wi.us/category.asp?linkcatid=857&linkid=125&locid=4> or upon request from DFD--
21 email dfdcertification@wisconsin.gov.

22 . **This project does not include any mechanical, electrical, plumbing, or fire protection divisions of**
23 **work, DFD will bid one bid package for all work to general prime contractors.**

24
25
26 Before submitting a bid, the Bidder shall examine all of the Bidding and Contract Documents listed in the
27 Table of Contents of these specifications. The successful Bidder will be required to do all work which is
28 shown on the drawings, mentioned in the specifications or reasonably implied as necessary to complete the
29 contract for this project.

30
31 The Bidder shall visit and examine the site to become acquainted with the adjacent areas, means of
32 approach to the site, conditions of actual job site, and facilities for delivering, storing, placing, and handling
33 of materials and equipment.

34
35 Failure to visit the site or failure to examine any and all Bidding and Contract Documents will in no way
36 relieve the successful Bidder from the necessity of furnishing any materials or equipment, or performing
37 any work, that may be required to complete the work in accordance with the Bidding and Contract
38 Documents. Neglect of above requirements will not be accepted as reason for delay in the work or
39 additional compensation.

40
41 All bidders shall have established and diligently maintained a satisfactory safety program, and if eligible
42 for Experience Modification Rating (EMR), must have a rating of 1.20 or less as established by the
43 Wisconsin Compensation Rating Bureau (WCRB) or the National Council on Compensation Insurance
44 (NCCI).

45 **3. DRAWINGS AND SPECIFICATIONS**

46
47 The drawings and specifications that form a part of this contract, as stated in Article 3 of the General
48 Conditions, are listed in the Table of Contents of these specifications.

49 **4. INTERPRETATION**

50
51 No verbal explanation or instructions will be given in regard to the meaning of the drawings or
52 specifications during the bid period. Bidders shall bring inadequacies, omissions or conflicts to the

1 Architect/Engineer's attention at least ten (10) days before the date set for bid opening. Prompt clarification
2 will be supplied to all bidders of record by written addendum.

3
4 Failure to so request clarification or interpretation of the drawings and specifications will not relieve the
5 successful Bidder of responsibility. Signing of the contract will be considered as implicitly denoting that
6 the Contractor has a thorough understanding of the scope of work and comprehension of the contract
7 documents.

8
9 Neither the Architect/Engineer nor DFD will be responsible for verbal explanation or instructions.

10 11 **5. MANDATORY PRE-BID DOA CERTIFICATION**

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

16 17 **6. BID GUARANTEE**

18 A bid bond prepared on the Bid Bond Form bound herein, payable to the State in the amount not less than
19 10% of the maximum bid shall accompany each bid as a guarantee. A bank certified check or a cashier's
20 check may accompany each bid as a guarantee pursuant to Wis. Stat. s. 779.14(1m)(c)2.b. and 779.14(1s).
21 Failure to enter into the contract with the state (including failure to obtain certificate of insurance and
22 separate 100% performance and 100% payment bonds) may result in forfeiture of the Bid Bond. The
23 company issuing the Bonds must be licensed to do business in Wisconsin.

24
25 Any bid which is not accompanied by a bid guarantee will not be accepted and will not be read at the bid
26 opening.

27
28 All checks tendered as bid guarantee, except those of the three lowest bidders, will be returned to their
29 makers within three (3) days after bid opening. All such retained checks will be returned immediately upon
30 execution of the contract between the General Prime Contractor and the state.

31 32 **7. WITHDRAWAL OF BIDS**

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

35
36 After the bid has been opened, negligence on the part of the Bidder in preparing their bid confers **no** right
37 for withdrawal of the bid without penalty.

38
39 If a bid contains an error, omission, or mistake, the bidder may limit liability to the amount of their bid
40 guarantee by giving DFD written Notice, within seventy-two (72) hours of the bid opening, of their intent
41 not to execute the contract with the state. If no such notice is given, DFD reserves the right to obtain the
42 amount of the difference in bid price between the low bidder and the next low bidder.

43 44 **8. CONTRACT FORM**

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

48 49 **9. CONTRACT INTERESTS BY STATE PUBLIC OFFICIALS**

50 In accordance with section 19.45(6) of the Wisconsin Statutes, no state public official, member of a state
51 public official's immediate family, nor any organization with which the state public official or a member of
52 the official's immediate family owns or controls at least 10% of the outstanding equity, voting rights, or
53 outstanding indebtedness may enter into any contract or lease involving a payment or payments of more
54 than \$3,000 within a twelve (12) month period, in whole or in part derived from state funds unless the state

1 public official has first made written disclosure of the nature and extent of such relationship or interest to
2 the board and to the department acting for the state in regard to such contract or lease. Any contract or
3 lease entered into in violation of this subsection may be voided by the state in an action commenced within
4 three (3) years of the date on which the ethics board, or the department or officer acting for the state in
5 regard to the allocation of state funds from which such payment is derived, knew or should have known
6 that a violation of this subsection had occurred. This subsection does not affect the application of s.946.13.

7
8 **10. DISCLOSURE OF OWNERSHIP**

9 The Bidder shall disclose on the date of submitting a bid for this project, the name of any construction
10 business of which the Bidder has had a 25% or greater interest as a shareholder, officer, partner, or owner
11 at any time during the preceding three (3) years, if said construction business has been found by the
12 Department of Workforce Development to have failed to pay the prevailing wage rate or at least 1.5 times
13 the hourly basic rate of pay for hours worked in excess of the prevailing hours of labor to any employee at
14 any time within the preceding three (3) years.

15
16 The "Disclosure of Ownership" form may be obtained at no charge from the Department of Workforce
17 Development, Equal Rights Division, P.O. Box 8928, Madison, Wisconsin 53708.

18
19 **11. MINORITY BUSINESS ENTERPRISE AND DISABLED VETERAN-OWNED BUSINESS**
20 **INVOLVEMENT**

21 Minority Business Enterprise (MBE) means: "a sole proprietorship, partnership, joint venture, or
22 corporation that is certified by the Wisconsin Supplier Diversity Program to be 51% owned, controlled and
23 actively managed by a black, Hispanic, American Indian, Eskimo, Aleut, Native Hawaiian, Asian Indian, or
24 a person of Asian-Pacific origin. The business must also be currently performing a useful business
25 function."

26
27 "Disabled veteran-owned business" (DVB) means a business certified by the Wisconsin Supplier Diversity
28 Program under s. 560.033 (3)."

29
30 The General Prime Contractor Bidder shall make every effort to award a minimum of 15% of the work to
31 minority business enterprises (MBE) involvement for all projects within 60 mile radius of Milwaukee and
32 5% for projects located elsewhere. General Prime Contractor Bidders shall submit a "Form A Affidavit of
33 Compliance – Minority Business Enterprise and Disabled Veteran-Owned Business Provision" with their
34 bid or within seven days of the general prime contractor bid opening. This form should indicate the
35 percentage of MBE/DVB participation commitment. Submission of a completed Affidavit of Compliance is
36 an element of responsiveness. Failure to submit this completed form within the above time limits will be
37 considered unresponsiveness and may result in contract award to the next apparent low bidder. All MEP
38 Subcontractor Bidders shall also make every effort to encourage MBE and DVB involvement.

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

46
47 For assistance in identifying MBE and DVB firms which are subcontractors or material suppliers, contact
48 the Wisconsin Supplier Diversity Program office, telephone (608) 267-7806.

49
50 Should a qualified, responsible, DOA certified minority business enterprise or disabled veteran-owned
51 business submit a bid that is no more than 5% higher than the apparent low bid, it is possible that that
52 Subcontractor may be identified by DFD as the successful Subcontractor.

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

4
5 **12. SUBSTANCE ABUSE PREVENTION**

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

10
11 Statement: The possession, use of, distribution or purchase of illegal drugs, or use of alcohol at work by
12 any employee on State of Wisconsin construction job sites, is strictly prohibited.

13
14 The terms of this Substance Abuse Program Statement shall cover all construction personnel who are
15 working on State of Wisconsin job sites. This includes employees of all Contractors, Subcontractors,
16 contractor suppliers, and their employees working at the job site.

17
18 General Prime Contractor's and Subcontractor's Written Program: Each General Prime Contractor and
19 Subcontractor shall have in place a written Substance Abuse Program conforming to Sec 103.503(3) of the
20 Wisconsin Statutes.

21
22 In addition, representatives of the State who believe that any General Prime Contractor's or Subcontractor's
23 employee may be under the influence of alcohol or drugs shall, where deemed appropriate, contact the
24 General Prime Contractor's or Subcontractor's appropriate management/supervision authority and request
25 that appropriate action be taken. The General Prime Contractor's or Subcontractor's employer shall
26 immediately remove an employee who is suspected of being under the influence of illegal drugs or alcohol
27 shall be immediately removed from the job site.

28
29 Procedures for testing and handling of positive drug tests shall be in compliance and consistent with State
30 and Federal laws.

31
32 Costs of Substance Abuse Programs and Testing: The cost associated with the development,
33 implementation and enforcement of Substance Abuse Programs and any testing required shall be the
34 responsibility of each individual General Prime Contractor and Subcontractor for their respective
35 employees working on the job site. The State will not be responsible for any cost of substance abuse
36 testing, rehabilitation or medical reviews related to substance abuse.

37
38 The General Prime Contractor and Subcontractors shall indemnify and hold the State harmless from any
39 damages or other costs incurred that are related to the implementation or enforcement of any substance
40 abuse policy or program.

41
42 **13. METHOD OF AWARD - RESERVATION**

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

45
46 The lowest dollar amount is submitted by a qualified, responsible, certified bidder on a SINGLE
47 BASE BID for all work comprising the project.

48
49 Should a qualified, responsible, certified minority business enterprise or disabled veteran-owned business
50 submit a bid that is no more than 5% higher than the apparent low bid, the Contract may be awarded to the
51 minority business enterprise or disabled veteran-owned business.

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

4
5 DFD reserves the right to reject any and all bids, or to waive any informality in any bid, or to accept any
6 bid which will serve the best interests of the State.

7
8 Unit Prices and Informational Bids will not be considered in establishing low bidder.

9
10 **14. SECURITY FOR SEPARATE 100% PERFORMANCE AND SEPARATE 100% PAYMENT**

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

15
16 A certified copy of power of attorney shall be provided by the Surety Company showing that the agent who
17 signs the Bond has the power of attorney to sign for the Surety Company. This power of attorney must be
18 signed by the Secretary or Assistant Secretary of the company and not by an attorney-in-fact. The power of
19 attorney must bear the same or later date as the bond.

20
21 If the Bidder is a partnership or a joint venture, a certified list providing the names of individuals
22 constituting the partnership or joint venture must be furnished. The Contract itself may be signed by one
23 partner of the partnership, or one partner of each firm comprising the joint venture, but the separate
24 Performance and Payment Bonds must be signed by all of the partners.

25
26 If the Bidder is a corporation, a current certified copy of the resolution or other official act of the directors
27 of the corporation must be submitted showing that the person who signs the contract is authorized to sign
28 contracts for the corporation. The corporate seal must be affixed to the resolution, contract, and separate
29 performance and payment bonds. If the Bidder's corporation has no seal, the above documents must
30 include a statement or notation to the effect that the corporation has no seal.

31
32 **15. TAXES**

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

34
35 In accordance with section 71.80(16)(a), Wis. Stats., SURETY BOND; NONRESIDENT CONTRACTOR.
36 "All nonresident persons, whether incorporated or not, engaging in construction contracting in this state as
37 contractor or subcontractor and not otherwise regularly engaged in business in this state, shall file a surety
38 bond with the department (Wisconsin Department of Revenue MS 5-77 Attn: Non-Resident Surety Bonds,
39 2135 Rimrock Rd., Madison, WI 53713, telephone (608)266-2776) payable to the department of revenue,
40 to guarantee the payment of income taxes, required unemployment compensation contributions, sales and
41 use taxes and income taxes withheld from wages of employees, together with any penalties and interest
42 thereon. The amount of the bond shall be 3% of the contract or subcontract price on all contracts of
43 \$50,000 or more..."

44
45 **16. SUBMISSION OF BIDS**

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

50
51 No bids for any subdivision or any subclassification of this work, except as indicated, will be accepted.
52 Any conditional bid, amendment to the Bid Form or appendant thereto, the inclusion of any
53 correspondence, written or printed matter, unsolicited material or data, or details of any nature other than

1 the information specifically called for, will disqualify the Bid. Telecommunication alterations to the bid
2 will not be accepted.

3
4 Space is provided on the Bid Form for General Prime Contractor's single bid. Appropriate insertions are as
5 follows: numerals indicating the cost of the work, \$0 if there is no cost for the work, or the words 'No Bid'
6 if the bidder is not intending to bid the work. Blank space(s) will be considered the same as 'No Bid'.
7

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

9
10
11 Any addendum issued during the time of bidding shall become a part of the Contract Documents. Bidders
12 shall acknowledge receipt of such addendum in the appropriate space provided on the Bid Form. Bid will
13 be rejected if receipt of an addendum applicable to the award of contract has not been acknowledged on the
14 Bid Form.

15
16 All Bidders are encouraged to submit their bids using the **SEALED BID** envelope label that is provided
17 within the specifications. DFD is not responsible for bids not clearly labeled as required. Bids shall be
18 signed, sealed, and delivered to the place indicated in the Invitation to Bid before the time designated in the
19 Invitation to Bid. All bids shall be identified with the Project Name, Project Number, Project Location,
20 Category of Work being bid on, Bid Date, and the Name and Address of Bidder. **Delivery to a post office
21 box does not constitute receipt of a bid.**

22
23 Bidder shall be responsible for the sealed bid being delivered to the place designated for the bid opening
24 before the time specified. Bids received after the time indicated in the Invitation to Bid will be rejected and
25 returned to Bidder unopened.

26
27 Bid will be considered invalid and will be rejected if it has not been signed by the Bidder.

28
29 Bids will be rejected if the bidder is not certified by DOA in the division(s) of work they bid on and/or if
30 their bid amount exceeds their certification threshold in that division of work.
31

32 **17. BASE BID**

33 Base Bids shall be received as follows:

34
35 SINGLE BASE BID FOR ALL THE WORK.

36
37 Base Bid No. 1. All Work, as per specification Divisions 2 thru 31, applicable provisions of Division 1 and
38 related drawings.

39
40 **General prime contractor bids that do not include the successful MEP bids identified by DFD will be
41 rejected.**

42
43 **18. INFORMATIONAL BIDS**

44 Not applicable to this project.

45
46 **19. UNIT PRICES**

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

50
51 DFD reserves the right to reject any unit prices as given in the bid if they are considered excessive or
52 unreasonable, or to accept any or all of the unit prices that may be considered fair and reasonable. If any

1 unit price is rejected, the work governed by such unit price, if required, shall be treated as specified in
2 General Conditions, Article entitled "Changes in the Work".

3
4 The Bidder shall refer to the Bid Form and the applicable technical section to determine the basis of unit
5 measure and the detailed information related to each unit price item requested.

6
7 **20. STATED ALLOWANCES**

8 None

9
10 **21. SUBCONTRACTORS**

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

19
20 **22. COMMENCEMENT AND COMPLETION**

21 The successful General Prime Contractor Bidder must agree to commence the work on or before a date to
22 be specified in a written "Notice to Proceed" issued by the state and to fully complete all the work within
23 90 consecutive calendar days thereafter. Completion time will be converted to a specific date at the time
24 the "Notice to Proceed" is issued. Refer also to General Conditions, Article entitled "Time for Completion
25 of the Project."

26
27 **The General Prime Contractor must base the Project Schedule on the schedule that the MEP**
28 **Subcontractors and General Prime Contractors bid on (in the specifications or bid instructions),**
29 **unless otherwise agreed to by the MEP Subcontractor.** These milestones will be incorporated into the
30 master project schedule after the Notice to Proceed is issued. The schedule must include, but is not limited
31 to, the following milestone categories as they apply to the project:
32

Start Date (Month/Year)	End Date (Month/Year)	Schedule Milestones
		Mobilization
		Superstructure Demolition
		Bridge Deck Removal
		Pier Removal
		Dredging – Sediment Removal and Disposal

33
34 **23. WisBuild™ DFD INFORMATION SYSTEM**

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

39
40 Successful Bidders shall have available for use within 72 hours of the bid date and maintain over the course
41 of the construction phase, from date of Notice-to-Proceed through receipt of Final Payment, an Internet
42 connection to access and utilize the WisBuild™ DFD Information System.

43
44 **24. WORK BY THE STATE**

45 The following work will be accomplished by DFD or will be let under separate contracts and will not be
46 included under the General Prime Contract:
47

1 ASBESTOS ABATEMENT:
2 Removal of friable and category II non-friable asbestos-containing materials (WAC NR447) from
3 structures being demolished. See General Requirements, HAZARDOUS SUBSTANCES for regulatory
4 requirements, materials testing results, and General Prime Contractor's responsibility regarding ACM.
5
6 Removal and disposal of containers of free product (hydraulic oil, fuel, aerosol cans, etc.) from control
7 buildings.
8
9
10 ***

DRAFT

1
2 **BID FORM – GENERAL PRIME CONTRACTOR (GPC)** (Rev 01/2014)
3 DIVISION OF FACILITIES DEVELOPMENT
4 s.16.855 Wis. Stats.

5
6 **PORLIER STREET SWING BRIDBE DEMOLITION**
7 **GREEN BAY, WISCONSIN**
8 Division Project No. 11H2V
9

10 **General Prime Contractor (GPC) Bid Opening: 2:00 P.M., June 2, 2014.**

11
12 To: State of Wisconsin, Department of Administration, Division of Facilities Development
13 (a joint venture)
14 (a corporation)
15 (a partnership)
16 We _____ (an individual)
17 (Cross out inapplicable)

18
19 Of _____
20 Street City County State Zip
21

22 hereby agree to execute a contract with the Division of Facilities Development (DFD) and a subcontract
23 with all successful MEP Bidders identified by DFD and listed in this bid, and to furnish satisfactory
24 separate 100% Performance Bond and 100% Payment Bond in the amount specified no later than ten (10)
25 days of the contract offer, and to provide all labor and material required for the construction of the project
26 designated above, for the prices hereinafter set forth, in strict accordance with the Contract Documents
27 prepared by **Golder Associates, Inc., 2247 Fox Heights Lane, Green Bay, WI 54304** for DFD and dated
28 **April 11, 2014.**

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

33
34 Contact name: _____

35
36 Telephone Number: _____

37
38 Email address: _____

39
40 FAX Number: _____
41

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

- 44 1. You have been **certified by DOA as a qualified and responsible bidder** for the amount of your bid
45 within the division(s) of work being bid.
46 2. You have **entered all Bid amounts in numeric characters** (Example: \$9,999);
47 3. You have **acknowledged receipt of all addenda**;
48 4. You have **signed the Bid Form**
49 5. You have **included a valid Bid Guarantee** for not less than 10% of the value of the bid as either:
50 a) a Bid Bond signed by the contractor and surety and with a Power of Attorney attached, **or**
51 b) a Cashier's Check or Bank Check pursuant to Wis stats. s. 779.14(1m)(c)2.b. and 779.14(1s).
52 A Company or Personal Check will not be accepted.
53

1 **SINGLE BASE BID - GENERAL PRIME CONTRACTOR**

2
3 **ALL WORK**

4
5 BASE BID NO 1. ALL WORK required to fully complete the project in accordance with the
6 Contract Documents,

7
8 for the sum of (\$) _____)

9 ***Enter bid amount in numeric characters only (Example: \$9,999). See Instructions to***
10 ***Bidders 'Article 16 Submission of Base Bids' for detailed instructions.***

11
12
13 **COMMENCEMENT AND COMPLETION OF CONTRACT WORK**

14 The undersigned agrees, if awarded the contract, to commence the Contract work on or before a date to be
15 specified in a written Notice to Proceed, and to complete the work in accordance with the project schedule
16 in the Instructions to Bidders.

17
18 **ADDENDUM RECEIPT**

19 We acknowledge receipt of the following Addenda:

20
21 Addendum No. _____ Date _____

22
23 Addendum No. _____ Date _____

24
25 Addendum No. _____ Date _____

26
27 Addendum No. _____ Date _____

28
29 **PRIOR TO SIGNING, BIDDERS' ATTENTION IS DIRECTED TO INSTRUCTIONS TO BIDDERS TO**
30 **AVOID THE POSSIBILITY OF INVALIDATING THIS BID.**

31
32 **BY SIGNING THIS BID FORM, THE BIDDER ATTESTS TO PERSONAL KNOWLEDGE OF THE**
33 **FOLLOWING:**

- | | |
|----|--|
| 34 | 1. Bidder is <u>certified</u> by DOA as a qualified and responsible bidder for the amount of the bid submitted, within the division(s) of work being bid. |
| | 2. In accordance with Wis. Stats. 16.855 (13) and (14) and ARTICLE 21 of these Bidding Documents, Bidder agrees to enter into a subcontract with the successful MEP Subcontractors identified by DFD. |
| | 3. Bidder has examined the drawings and specifications, carefully prepared the bid form, and has reviewed all forms in detail before submitting bid; and bidder, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, bid rigging, bid rotation, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid. |
| | 4. That all work will be performed at the Bidder's own proper cost and expense, that the Bidder will furnish all necessary materials, labor, tools, machinery, apparatus, and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract. |

35
36
37

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12

(Firm Name)

(Bidder's Printed Name)

(Seal, if bid is by a corporation)

By _____
(Signature of Bidder)

Date: _____

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

DRAFT

From:

IMPORTANT: BEFORE SUBMITTING YOUR BID, PLEASE VERIFY THAT:

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

SEALED BID

DRAFT

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

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

(Complete and securely tape to exterior of sealed envelope)

Left Blank

DRAFT



GENERAL PRIME CONTRACTOR (GPC) BID BOND

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

Name of Surety

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

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

Type of Work

for the _____
Project

- (1) If said bid is rejected by DFD, then this obligation shall be void; or
- (2) If said bid is accepted by DFD and the Principal shall execute and deliver a Contract in the form specified by DFD (properly completed in accordance with said bid) and shall furnish a separate 100% performance bond for the Principal's faithful performance of said Contract, and a 100% payment bond for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; or
- (3) If said bid is accepted by DFD and the Principal shall fail to execute and deliver the Contract and the performance and payment bonds noted in (2) above, all within the time specified or any extension thereof, the Principal and Surety agree jointly and severally to forfeit to DFD the penal sum mentioned above, it being understood that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal sum of this obligation as stated. Notice will be given by DFD to the Principal and Surety of intent to request payment of all or any part of the penal sum, a minimum of 7 calendar days before making demand of payment. Payment of the penal sum by the Surety and its bond shall be received by DFD within 72 hours following demand by DFD.

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

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

SEAL: _____
Principal Date

By: _____

SEAL: _____
Name of Surety Date

By: _____

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



DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

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

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

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

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

We request that the following pages not be released

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

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

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

Name - Authorized Representative

Signature - Authorized Representative

Company Name

Date



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

Project Title _____

Project Location _____ Project No. _____

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

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

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

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

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

Dated (mm/dd/ccyy) _____

Authorized Signature

Printed Name

Title

Company Name

Telephone Number

State of _____

County of _____

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

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

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

Notary Public

County, State of _____

My Commission expires _____, 20____

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

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

- Have you checked the State of Wis. Minority Business/Disabled Veteran-Owned Business directories?
<http://www.doa.wi.gov> Yes No
- Have you made an early (prior to bidding) contact with the Supplier Diversity Program office to solicit their assistance in getting MBE/DVB participation on the project? Tel. (608) 267-7806; Fax (608) 267-0600; email godwin.amegashie@wisconsin.gov . Yes No
- Have you provided MBE/DVB firms adequate project information about plans, specifications and requirements pertaining to their work? Yes No
- Have you communicated with any MBE/DVB that performs the type of services needed for the project and was there any follow-up? Yes No
- Was MBE/DVB participation advertised (newspaper, radio, etc.) for this project? (You may be asked to submit evidence.) Yes No
- Did you contact any MBE/DVB trade associations to assist in locating MBE/DVBs or have you made contact with any MBEs/DVBs that may not yet be certified by the State? (You may be asked to verify.) Yes No
- Have you determined if there are other possible opportunities for MBE/DVB participation such as suppliers, haulers, etc. or using a group of MBEs/DVBs jointly? Yes No
- Have you considered creating a plan of action with the assistance of the Supplier Diversity Program office to ensure that future contracts can have MBE/DVB participation and meet the construction requirements and goals of the State? (These plans may include mentoring, technical support and other innovative opportunities.) Yes No
- Did you negotiate in good faith? (You may be asked to verify.) Yes No



REQUEST FOR SUBMITTAL APPROVAL

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

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

1.

2.

3.

4.

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

Signed _____ Date _____
Contractor's Authorized Representative

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



Request for Subcontractor Approval

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

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

No Subcontractors will be used on this project

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

* MBE Minority Business Enterprise / DVB Disabled Veteran-Owned Business Additional Pages Attached

Prepared By:

Signature Date (mm/dd/ccyy)

Printed Name

Title

For DFD Use Only	
Screened By _____	Date (mm/dd/ccyy) _____
<input type="checkbox"/> Subcontractors Approved <input type="checkbox"/> Subcontractors Approved Except as Noted	
Project Manager _____	Date (mm/dd/ccyy) _____



PERFORMANCE BOND (100%)

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

Project Title _____

Project Location _____

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

KNOW ALL PEOPLE BY THESE PRESENTS That _____
Name of Contractor

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

_____ of _____ as Surety, herein called
City and State

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

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

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

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

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

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

FOR THE PRINCIPAL

By _____
Corporate Secretary Signature
(Seal)

President, Partner or Individual Signature
Witnessed by _____

Witnessed by _____
Two witnesses must attest above signatures.

FOR THE SURETY

By _____
*Corporate Secretary Signature
(Seal)

Attorney in Fact or Authorized Officer

Street or PO Box

City, State and Zip Code

Telephone Number

Email Address

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

ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

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

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

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

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

Notary Public

My commission expires _____

This Performance Bond is

APPROVED

Administrator, Division of Facilities Development

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



PAYMENT BOND (100%)

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

Project Title _____

Project Location _____

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

KNOW ALL PEOPLE BY THESE PRESENTS That _____
Name of Contractor

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

_____ of _____ as Surety, herein called
City and State

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

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

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

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

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

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

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

FOR THE PRINCIPAL

By _____
Corporate Secretary Signature
(Seal)

President, Partner or Individual Signature
Witnessed by _____

Witnessed by _____
Two witnesses must attest above signatures.

FOR THE SURETY

By _____
*Corporate Secretary Signature
(Seal)

Attorney in Fact or Authorized Officer

Street or PO Box

City, State and Zip Code

Telephone Number

Email Address

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

ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

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

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

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

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

Notary Public

My commission expires _____

This Payment Bond is

APPROVED

Administrator, Division of Facilities Development

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



CONSTRUCTION CONTRACT

Date _____

Project No. _____

Contract No. _____

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

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

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

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

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

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

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

(Seal)

CONTRACTOR
Contractor Firm Name
Address
State, City Zip

By _____
Signature Date

Secretary of Corp.

Printed Name

Witness

Title

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

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

Administrator, Division of Facilities Development Date

Governor of Wisconsin Date

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



GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

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1. CONTRACT ADMINISTRATION

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

2. DEFINITIONS

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

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

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

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- W. "SPECIFICATIONS" means the Volume assembled for the Work which typically includes the Bidding and Contract Requirements, forms, and Technical Sections.
- X. "STATE" means the State of Wisconsin and its officers, employees, agents, divisions, bureaus, commissions, boards, authorities, and universities, colleges, and other institutions of higher learning.
- Y. "SUBMITTALS" means the terms "SUBMITTALS" and "SHOP DRAWINGS" may be used interchangeably in the Contract Documents. Refer to the definition of "SHOP DRAWINGS" contained herein.
- Z. "SUBSTANTIAL COMPLETION" means the stage in the progress of the Work when DFD determines that the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Project, or designated portion thereof, can be occupied and used for its intended purpose.
- AA. "SUBSTITUTIONS" means the use of material or equipment not specified in the Contract Documents, but that the General Prime Contractor proposes and warrants as suitable for the use intended and conforms to all other physical, functional, and performance requirements of the Contract Documents.
- BB. "SURETY" means a person or entity licensed to do business in the State of Wisconsin, who provides separate Performance Bonds and Payment Bonds to a General Prime Contractor to indemnify the State against all damages suffered by failure of the General Prime Contractor to perform the Work and to pay all lawful claims of Subcontractors, Material Suppliers, and laborers.
- CC. "WORK" means the plant, labor, materials, service, supplies, equipment, and other facilities and items comprising the whole of the Contract Documents.

3. CONTRACT DOCUMENTS

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

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4. CONFLICTING CONDITIONS

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

5. CONTRACT SECURITY

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

6. SAFETY AND ACCIDENT PREVENTION

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

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

7. PROTECTION OF WORK AND PROPERTY

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

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

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8. PERMITS, REGULATIONS, UTILITIES, AND TAXES

- A. The General Prime Contractor shall procure all permits, licenses, and approvals necessary for the execution of this Contract and performance of the Work, and shall provide evidence of such permits, licenses, and approvals at the Pre-Construction Meeting or before commencement of the Work. WDNR Permit is included in Division 1, Appendix D
- B. Where Contract Documents require abatement of asbestos containing materials, prior written Notice to the State of Wisconsin, Department of Natural Resources is required. The General Prime Contractor shall provide evidence of such Notice prior to commencement of the Work.
- C. Work under this Contract shall be in compliance with all applicable state laws, codes, and regulations relating to environmental quality and safety, the performance of the Work, the protection of adjacent property, and the maintenance of passageways, guard fences, or other protective facilities. Such Work shall not be subject to the ordinances or regulations (except land use zoning) of the municipality in which the construction takes place, including ordinances or regulations relating to materials used, permits, supervision of construction or installation, payment of permit fees, or other restrictions of any nature whatsoever. DFD shall be notified by the General Prime Contractor of any Notices of noncompliance or violation associated with Work required by the Contract Documents.
- D. The General Prime Contractor shall pay all Sales, Consumer, Use, and other similar taxes required by law assessed to or arising out of the construction of the Project.
- E. If the General Prime Contractor believes that any of the Work required by the Contract Documents is in violation of any State law, code, rule, or regulation, the General Prime Contractor shall promptly notify DFD. Upon such notification, DFD will determine whether corrective action is required and make such changes, if any, at no additional cost to the General Prime Contractor provided such violation was not caused by the General Prime Contractor or a Subcontractor including, a MEP Subcontractors, or a Non-MEP Subcontractors.
- F. The State will be responsible for performing Abestos Abatement.

9. STATE RESPONSIBILITY FOR THE SITE

- A. Prior to start of construction, the State shall furnish all land and rights-of-way necessary for the carrying out and completion of the Work to be performed under this Contract. The CN Property Agreement is located in Divisoin 1, Appendix A.
- B. DFD will furnish to the General Prime Contractor site, topography, and property surveys which DFD reasonably believes necessary for the execution of the Work.
- C. DFD, upon receipt of the Notice set forth in Paragraph 10.E., shall promptly investigate the site conditions reported by the General Prime Contractor to determine whether the conditions discovered differ materially from those indicated in the Contract Documents, are of an unknown and unusual nature which could not have been discovered by a reasonable site investigation by the General Prime Contractor as required by the Contract Documents, or which differ materially from those ordinarily encountered and generally recognized as being inherent in the Work of the character required by the Contract Documents at the site where Work is to be performed.
- D. DFD shall act on any General Prime Contractor Notice, as described in Paragraph 10.E. of the General Conditions, as soon as practicable, but in no case later than ten (10) working days after the receipt of such Notice. If DFD determines that the conditions reported by the General Prime Contractor differ materially from those indicated in the Contract Documents, or are of an unknown and unusual nature which could not have been discovered during a reasonable site investigation by the General Prime Contractor, then to the extent established by the General Prime Contractor and approved by DFD, DFD shall authorize an increase or decrease in the cost or time required for performing any part of the Work under this Contract.
- E. No request by the General Prime Contractor for an equitable adjustment to the Contract under this Article 9 shall be allowed, unless the General Prime Contractor gives proper Notice, which is a CONDITION PRECEDENT to any liability on the part of the State.

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- F. In no event shall any claim by the General Prime Contractor for equitable adjustment to the Contract for differing site conditions be allowed if presented after final payment under this Contract is made.

10. GENERAL PRIME CONTRACTOR RESPONSIBILITY FOR CONDITIONS AT THE SITE

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

11. SUBCONTRACTS

- A. The General Prime Contractor must subcontract with all successful MEP Subcontractors identified by DFD. The General Prime Contractor may enter into subcontracts for work other than MEP Subcontractor work, if subcontractors are approved by DFD through the Request for Subcontractor Approval Form. However, the election to subcontract Work shall not relieve the General Prime Contractor from responsibility or liability which it has assumed under this Contract. The General Prime Contractor shall remain liable to the same extent that its liability would attach, as if the Work had been performed by the General Prime Contractor's own employees. If the Specifications require or otherwise designate only one Subcontractor or source of supply for Work required under

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the Contract Documents, the General Prime Contractor's failure to acquire suitable Contract arrangements with such Subcontractor or source of supply shall not excuse the General Prime Contractor from full responsibility and liability for any failure or default of such source of supply.

- B. All Non-MEP Subcontractors are subject to DFD approval. DFD may request, or the General Prime Contractor may provide, any of the following information to substantiate the proposed Subcontractors' qualifications or ability to perform the Work. DFD shall consider such information when reviewing the qualifications of proposed Subcontractors to determine whether such qualifications serve the best interests of the Project.
1. The amount of experience completing similar Work to that required by the Contract Documents;
 2. The quality of Work the proposed Subcontractor has provided on past Projects;
 3. The extent of available staffing and financial resources of the proposed Subcontractor;
 4. The General Prime Contractor's intended method of monitoring the proposed Subcontractor's Work;
 5. The level of supervision of the Subcontractor's Work which the General Prime Contractor will provide;
 6. Any other information regarding the proposed Subcontractor's ability to complete the Work.
- C. Bidders shall submit a completed Request for Subcontractor Approval Form with their bid or within seven days of the general prime contractor bid opening. Submission of a completed Request for Subcontractor Approval Form is an element of responsiveness. Failure to submit this completed form within the above time limits will be considered unresponsiveness and may result in contract award to the next apparent low bidder. When no Subcontractors are anticipated, the General Prime Contractor shall give DFD notice of this fact on the Form within the time limits noted above.
- D. The General Prime Contractor shall not replace any DFD identified or approved Subcontractor or material supplier without written approval of DFD. Any General Prime Contractor request for replacement of a Subcontractor previously approved by DFD shall include the reason(s) for such replacement and all documentation necessary to substantiate such change.
- E. The General Prime Contractor agrees, to the extent practicable, to maintain a list of all Subcontractors and suppliers performing labor or furnishing materials for the project.
- F. The General Prime Contractor shall be fully responsible for all acts and omissions of all Subcontractors and shall be responsible for scheduling and coordinating the Work of all Subcontractors, including MEP Subcontractors, Non-MEP Subcontractors and material suppliers.
- G. Nothing herein shall be construed to create any express or implied Contractual relationship between DFD and any of the General Prime Contractor's MEP Subcontractors, Non-MEP Subcontractors, suppliers or vendors.
- H. Notwithstanding Paragraphs 11.C. and 11.D., the General Prime Contractor shall insert the following mandatory provisions in all subcontracts with Subcontractors s:
1. All provisions of this Article 11
 2. Article 26 - Payments to General Prime Contractor
 3. Article 27 - Payments by General Prime Contractor
 4. Article 32 - Nondiscrimination/Affirmative Action
 5. Article 33 - Minimum Wages

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14. SCHEDULING AND COORDINATION OF WORK

- A. The General Prime Contractor has the full and complete responsibility for the accomplishment of all Work within the specified time indicated in the Contract Documents, except where the Contract Documents explicitly and specifically place a limited duty for completion on the State.
- B. DFD and the General Prime Contractor hereby commit themselves to good faith negotiation, coordination, and cooperation to assure the timely completion of the Project. By accepting this Contract, the General Prime Contractor agrees that scheduling, coordination, and monitoring activity for All Work will be placed under the direct control and supervision of a person experienced in construction scheduling, means and methods. If such experience and knowledge must be obtained by Contracting with a separate scheduling consultant, the entire cost of such consultant shall be borne by the General Prime Contractor. Additionally, the General Prime Contractor fully agrees to cooperate in all respects with all Subcontractors, including MEP Subcontractors, Non-MEP Subcontractors, and suppliers to provide all data required, and shall coordinate the activities of its own Work forces and the Work forces of the Subcontractors, in such manner and at such time as to not cause a delay in the Project.
- C. The General Prime Contractor and the State shall be given the opportunity to schedule its own Work as conveniently as is consistent with the overall needs of the Project Schedule.
- D. The General Prime Contractor shall afford the State and any other parties performing Work on the Project, reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities at the site.
- E. The Project Schedule shall incorporate all activities, events, and milestones required for successful Project completion within the allowable time for completion specified in the Contract Documents. The General Prime Contractor shall prepare a breakdown of all Work activities or events, whether the activities are to be performed by the General Prime Contractor's own forces, those of Subcontractors, including MEP Subcontractors and Non-MEP Subcontractors, or the State, indicating the proposed duration and sequencing of such activities for successful completion of the Project within the allowable time specified in the Contract Documents. The General Prime Contractor shall also identify whether any Work activity or event is dependent on the Work of its own forces or with those of the State. The failure to list any activity or to perform any other duty required by or incident to that required by these General Conditions shall not be the basis of a claim for adjustment of any provision of this Contract, or of any other type of claim whatsoever.
- F. The General Prime Contractor shall, within fourteen (14) calendar days from the Notice to Proceed, develop and publish a Project Schedule for the ninety (90) calendar days of the Project. No provision of this Contract shall be construed to relieve the General Prime Contractor of this requirement. Monthly updates of the schedule shall be developed, analyzed and published and each subsequent update shall include a breakdown of major activities to be performed by each separate Contractor or entity, and all activities required for development, monitoring, and updating the Project Schedule.
- G. If the General Prime Contractor's Work depends upon construction or operations by the State, the General Prime Contractor shall, prior to proceeding with that portion of the Work, promptly give Notice to DFD of any apparent deficiencies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the General Prime Contractor to so report shall constitute an acknowledgment that the State's completed or partially completed construction is fit and proper to receive the General Prime Contractor's Work, except as to defects not then reasonably discoverable.
- H. The General Prime Contractor shall identify forthwith any critical event which will require DFD to act or to refrain from acting, or critical time periods within which the State must complete activities or Work for which DFD is responsible under the Contract. Timely Notice of any such identified event or time period shall be given to DFD. The giving of such Notice is a CONDITION PRECEDENT to the creation of any duty of DFD to take any action or to refrain from taking any action. The failure of the General Prime Contractor to give such Notice forthwith shall

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thereafter bar and preclude any claim by the General Prime Contractor for adjustment of any Contract provision or claim predicated on the breach of any obligation by DFD.

- I. Where any Work activity required for completion of the Project, is completed in less time than that required, anticipated, or otherwise allowed by the Project Schedule, the unused time, hereinafter called Float, shall belong to the Project, to be used by the General Prime Contractor as the Project needs determine, including but not limited to providing additional time for completion of any other Work activities required for completion of the Project. Float shall not be considered owned, subject to the exclusive use, or management by any of the interested participants. No claim against DFD or the General Prime Contractor shall be made by any party for the loss of Float time.
- J. The General Prime Contractor shall be independently responsible for resolving any time related matters with Subcontractors, including MEP Subcontractors, Non-MEP Subcontractors, suppliers, or others who may furnish supplies or services on the Project, as a result of Contractual relations with the General Prime Contractor. No liability shall attach to the State, for the failure of any party to carry out the coordination and scheduling responsibilities which they have assumed under this Article 13.
- K. The General Prime Contractor is hereby put on Notice that failure to furnish data or cooperate in good faith is a MATERIAL BREACH OF CONTRACT and may be the basis for a Termination for Default under the procedures set forth in these General Conditions. In such cases DFD, in addition to, and not in lieu of the right to termination for default, may acquire the services of a scheduling specialist to perform any such duties and charge the cost thereof to the General Prime Contractor. In the event that DFD is required to acquire any replacement scheduling services, the General Prime Contractor shall conform to any revised schedule resulting therefrom.
- L. In addition to the criteria set forth in these General Conditions, the full and complete performance of duties required to be performed under this Article 13, is a CONDITION PRECEDENT to the right of the General Prime Contractor to payment of any sums due.. In the event of any delays by the General Prime Contractor or other breach hereof which gives rise to penalties and/or damages to the State, then in any such event DFD may offset such penalties and damages against the sums due or to become due the General Prime Contractor hereunder.
- M. The bonds furnished to secure these commitments shall be applicable to each and every one of these time and scheduling commitments and may be enforced by any person or entity who is entitled to enforce the bonds as a matter of law and who is damaged as a result of breach of these commitments by the General Prime Contractor on the Project to which these provisions apply. The State shall not be responsible for the default of the General Prime Contractor and the remedies of any damaged party shall be limited to an action by the damaged party against the defaulting General Prime Contractor and/or its bonding company, in addition to any other coverage for the bond.
- N. The General Prime Contractor is cautioned that the reporting requirements specified in or for the Schedule Requirements, are in addition to any such similar requirements set forth in the Articles hereof entitled, "REPORTS, RECORDS AND DATA", "QUALITY CONTROL & INSPECTION, and "NOTICE".
- O. In the event it becomes necessary to interpret this Article 13, the construction or interpretation shall strive to achieve the purpose for which this Article 13 was designed to accomplish, i.e. timely, effective and efficient performance of the Work under the Contract within the allowable time identified in the Contract Documents, and at no extra cost or inconvenience to any party, if at all possible.

15. GENERAL PRIME CONTRACTOR'S OBLIGATIONS AND SUPERINTENDENCE

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

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Completion of the Work, good title to all materials and supplies incorporated into the Work shall be conveyed to the State, free and clear of all liens and encumbrances.

- D. General Prime Contractor's obligation for inspection and quality control shall be as provided for in Article 15, entitled "QUALITY CONTROL & INSPECTION", of these General Conditions.
- E. General Prime Contractor's obligation for scheduling of Work and coordination with other entities performing Work required for the completion of the Project shall be as provided for in Article 13, entitled "SCHEDULING AND COORDINATION OF WORK", of these General Conditions.
- F. Any Work necessary to be performed after regular working hours, on Sundays, or Legal Holidays, and for which the General Prime Contractor is responsible, shall be performed without additional expense to the State.
- G. The General Prime Contractor shall furnish, erect, maintain, and remove such temporary Works as identified in the General Requirements of the Contract.
- H. The General Prime Contractor shall give continuous personal superintendence to the Work and its performance at the site, or shall employ a construction superintendent or foreman, experienced in Work of the character covered by the Contract Documents, who shall have full authority to act for the General Prime Contractor.
- I. The presence and observation of the Work by DFD's Project Representative shall not relieve the General Prime Contractor of any obligations.
- J. The premises and surrounding area shall be kept reasonably free from accumulation of waste material or rubbish as specified in the General Requirements of the Contract.
- K. Unused and discarded materials shall be managed or disposed of as specified in the General Requirements of the Contract.
- L. If, in the opinion of DFD, the actions or Work of an employee of the General Prime Contractor or a Subcontractor, including MEP Subcontractor or Non-MEP Subcontractor are judged to be unsatisfactory, careless, incompetent, unskilled, in violation of any environmental or safety standards, or otherwise objectionable, the employee shall be removed from the Project or other corrective action taken upon Notice from DFD.

16. QUALITY CONTROL & INSPECTION

- A. The General Prime Contractor shall, except where a provision of the Contract Documents explicitly states to the contrary, have the full, complete, and absolute responsibility and obligation for insuring that the Work performed by the General Prime Contractor and Subcontractors, including MEP Subcontractors, and Non-MEP Subcontractors strictly conforms to the requirements set forth in the Contract Documents. The General Prime Contractor shall maintain an adequate inspection and quality control system and shall perform such inspections as will ensure that the Work performed under this Contract conforms to the requirements of the Contract Documents.
- B. At the Pre-Construction Meeting, the General Prime Contractor shall provide DFD a full description of the General Prime Contractor's quality control and inspection system and method of implementation.
- C. Prior to the start of significant on-site work by any trade, DFD's Project Representative, the General Prime Contractor's Superintendent and the Subcontractor's foremen, including the MEP Subcontractor foremen and Non-MEP Subcontractors' foremen, shall conduct a pre-demolition conference. The purpose of the meeting is to review and discuss Contract requirements applicable to the work, samples required, level of quality necessary, and find answers to any questions that may arise. Such meeting is in addition to regularly-scheduled progress meetings and will be arranged on-site by DFD's Project Representative.
- D. The General Prime Contractor shall maintain complete inspection records and test data to ensure that quality of the Work is in strict compliance with the terms of the Contract Documents. These records shall be available to DFD's Project Representative at all reasonable times and places. The doctrine of "substantial conformity" to the quality

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requirements of the Contract Documents, shall have no application, unless DFD accepts the Work in accordance with Paragraph 15.F

- E. DFD reserves the right to conduct its own quality assurance verification, and to observe, inspect, and /or conduct tests relative to General Prime Contractor and Subcontractor performance. If, when conducting its own quality assurance program, DFD determines that the Work or a portion thereof does not comply with requirements of the Contract Documents, DFD shall attempt to notify the General Prime Contractor of such deficiencies as soon as practicable. However, DFD's exercise of rights under this provision does not:
1. Relieve the General Prime Contractor of the responsibility for providing adequate inspection and quality control measures or the proper documentation of the occurrence of the events required to be tested or monitored in the performance of the Work required by the Contract Documents; and shall provide no basis for waiver or estoppel claims to be asserted against the State;
 2. Relieve the General Prime Contractor of responsibility for damage to or loss of the material before acceptance;
 3. Constitute or imply acceptance on the part of DFD;
 4. Affect the continuing rights of the State after acceptance of the completed Work, except as specifically stated to the contrary, in the Contract Documents.
- F. The presence or absence of DFD's Project Representative does not relieve the General Prime Contractor from any Contract requirement. If the General Prime Contractor desires waiver of any technical or Contract requirement or any other deviation from the strict requirements of the Contract Documents, a specific request for such waiver or deviation must be made to DFD's Project Representative for consideration.
- G. The General Prime Contractor shall, without charge, replace or correct Work found not to conform to the Contract Document requirements, unless in the public interest, DFD agrees to accept the non-conforming Work with an appropriate adjustment in the Contract price thereof. Such acceptance of non-conforming Work shall, whether the determination is to be made at the time of final completion or during the performance of Work, be based upon a determination by DFD that the deviation from Contract Document requirements does not adversely affect the integrity of completed Work.
- H. When DFD directs the General Prime Contractor to replace or correct rejected Work and the General Prime Contractor fails to take such action within the time period identified by DFD, DFD may:
1. Terminate this Contract for default under Article 29, hereof entitled "DFD'S RIGHT TO TERMINATE CONTRACT", or
 2. Suspend or stop the Work under Article 28, hereof entitled "DFD'S RIGHT TO SUSPEND, STOP, OR COMPLETE WORK".
- I. If, before acceptance, DFD decides to examine already completed Work by removing it, or removing other Work to expose it, the General Prime Contractor shall promptly furnish all necessary facilities, labor, and material necessary to accomplish the examination. If the Work is found to be defective or non-conforming in any material respect due to the fault of the General Prime Contractor or Subcontractor, or otherwise fails, in the judgment of DFD, to meet the requirements set forth in Paragraph 15.F., the General Prime Contractor shall be responsible for all costs associated with replacement or repair of the defective Work, including the costs of removing or tearing the Work out and satisfactory reconstruction. However, if the Work is found to meet Contract requirements, DFD shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of time.
- J. Costs caused by defective construction shall be borne by the General Prime Contractor.

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- K. Unless otherwise specified in the Contract, DFD shall accept, as reasonably as practicable after completion and inspection, all Work completed under the Contract or that portion of the Work which DFD determines can be accepted separately.

17. SUBMITTALS

- A. The General Prime Contractor shall submit at the Pre-Construction Meeting a register listing all known submittals required for the project.
- B. When the General Prime Contractor makes a "Submittal" to describe how it will fulfill its responsibility under this Contract by submitting Shop Drawings, Samples, Cuts, Catalogues, Models, Mockups, or other preliminary information, the following provisions shall apply:
 - 1. THE GENERAL PRIME CONTRACTOR NOTES THE CONSPICUOUS NATURE OF THIS ARTICLE and agrees that these provisions are material provisions and are to be enforced, in the event of controversy, in such a manner as to place upon the General Prime Contractor the full, complete, and total responsibility for the submittal's conformance with the requirements of this Contract, and suitability or usability of preliminary submissions by the General Prime Contractor, without regard to any DFD action or failure to act;
 - 2. All Submittals and supporting information shall be delivered to a party designated by DFD, who shall act on any such Submittal within ten (10) working days or notify the General Prime Contractor in writing, of the time required for such action if greater than the aforementioned ten (10) day period. Such designation shall take place at the Project Pre-Construction Meeting. Review of the Submittals for conformance with requirements of the Contract Documents shall be completed by the party responsible to DFD for Project design. A copy of all such submittal and transmittal forms shall also be sent to DFD's Project Representative;
 - 3. The General Prime Contractor shall make submittals in a timely fashion to assure completion of the entire Project within the allowable time specified in the Contract Documents. The timing of such Submittals shall be subject to the provisions of Paragraphs 13.C. and 13.H.;
 - 4. Each Submittal by the General Prime Contractor shall contain the cover page included in the Specifications. Such cover page shall be signed by a representative of the General Prime Contractor responsible for review of the Submittal to assure compliance with requirements of the Contract Documents.
- C. Submittals shall be provided in response to requests for submittals by DFD, or whenever required by the Contract Documents.
- D. If the General Prime Contractor submits for approval items which do not strictly comply with the design requirements of Contract Documents, the General Prime Contractor shall provide all engineering or design information necessary for complete evaluation of the Submittal by DFD. If it is determined by the General Prime Contractor or DFD that the services of a professional consultant, engineer or architect are required to provide such information, the General Prime Contractor shall acquire such services at its own expense.
- E. If the General Prime Contractor believes that requirements of the Contract Documents are in conflict with the manufacturer's recommended method of installation or application of specified materials, products, or systems, the General Prime Contractor shall indicate such possible conflicts at the time of submittal.

18. EQUALS AND SUBSTITUTIONS

- A. It is not the intention of DFD to limit or restrict competition by the use of any "Brand Name", reference to a particular manufacturer, process, technique, catalog number or other identifying information. Such proprietary specifications or use of "Brand Names" are intended to establish a level of quality or the minimum essential requirements to which the General Prime Contractor must conform, unless more explicit restrictions are stated to apply.

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- B. When the Contract Documents list performance or functional characteristics in connection with Work to be performed, these characteristics are mandatory for reasons of design. Use of any "Equal" or "Substitution" shall be subject to the prior written approval of DFD.
- C. Material, equipment, or processes offered for use as an "Equal" or "Substitution" may be proposed by the General Prime Contractor in writing. Such proposals shall guarantee the proposed "Equal" or "Substitution" to be capable of performing the duties of the originally specified material, equipment, or process. DFD shall respond to any such proposal as soon as practicable, but in no case later than seven (7) working days after receipt of such proposal.
- D. It shall be the sole responsibility of the General Prime Contractor to provide all documentation, regardless of type or quantity, to clearly establish the qualifications of items proposed as "Equals" or "Substitutions" under this Article 17. If the value of the "Equal" or "Substitution" is less than the item specified in the Contract Documents, then an equitable reduction of the price of the Contract shall be made.
- E. When "Equals" or "Substitutions" are approved by DFD and incorporated into the Project by the General Prime Contractor, all costs incurred to 1) correct deficiencies in items, 2) provide for installation or hookup, or 3) to achieve performance specified in the Contract Documents, will be borne by the General Prime Contractor.
- F. Any substitute material or equipment installed by the General Prime Contractor without approval of DFD shall be subject to immediate removal and all costs required to conform to the Contract Documents shall be borne by the General Prime Contractor.
- G. The General Prime Contractor shall assume all liability and responsibility for any changes in the Work or additional Work required to accommodate use of proposed and approved "Equals" or "Substitutions." DFD's approval of such "Equals" or "Substitutions" does not relieve the General Prime Contractor from the obligation to pay all additional costs resulting from their inclusion in the Work, even if additional costs or Work become apparent after execution of the change or installation of the "Equal" or "Substitution." The General Prime Contractor's liability shall include payment of any additional costs incurred by the State, made necessary by, or directly connected to, such changes.

19. CHANGES IN THE WORK

- A. Except in cases of emergency, no changes in the Work required by the Contract Documents may be made by the General Prime Contractor without having prior approval of DFD.
- B. DFD may at any time, without invalidating the Contract and without Notice to Sureties, order changes in the Work by written Change Order or Field Order. Such changes may include additions and/or deletions.
- C. Where DFD desires to make changes in the Work through use of written Change Order, the following procedures shall apply:
 - 1. If requested by DFD, the General Prime Contractor shall prepare and submit a detailed proposal, including all cost and time adjustments to which the General Prime Contractor believes it will be entitled if the change proposed is incorporated into the Contract. DFD shall be under no legal obligation to issue a Change Order for such proposal;
 - 2. The parties shall attempt in good faith to reach agreement on the adjustments needed to the Contract to properly incorporate the proposed change(s) into the Work. In the event that the parties agree on such adjustments, DFD may issue a Change Order and incorporate such changes and agreed to adjustments, if any;
 - 3. In some instances, it may be necessary for DFD to authorize Work or direct changes in Work for which no final and binding agreement has been reached and for which unit prices are not applicable. In such cases the following shall apply:
 - a. Upon written request by DFD, the General Prime Contractor shall perform the proposed Work;
 - b. The cost of such changes shall be determined in accordance with subparagraph 18.I.3..

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- c. In the event agreement cannot be accomplished as contemplated herein, DFD may authorize the Work to be performed by State forces or to hire others to complete the Work. Such action on the part of the State shall not be the basis of a claim by the General Prime Contractor for failure to allow it to perform the changed Work.
- D. Where changes in the Work are made by DFD through use of a Field Order, the General Prime Contractor shall as soon as practicable, and in no case later than ten (10) working days from the receipt of such order, unless another time period has been agreed to by both parties, give DFD written Notice, stating:
 1. The date, circumstances and source of the Field Order; and,
 2. The cost of performing Work described by such Order, if any; and,
 3. Effect of the order on the required completion date of the Project, if any.
- E. The giving of each Notice by the General Prime Contractor as prescribed by this Article 18, shall be a CONDITION PRECEDENT to liability of the State for payment of any additional costs incurred by the General Prime Contractor in implementing changes in the Work. Under this Article 18, no order or statement of the State shall be treated as a Change Order, or shall entitle the General Prime Contractor to an equitable adjustment of the terms of this Contract or damages for costs incurred by the General Prime Contractor on any activity for which the Notice was not given.
- F. In the event Work is required due to an emergency as described in Article 7.B., the General Prime Contractor must request an equitable adjustment as soon as practicable, and in no case later than ten (10) working days of the commencement of such emergency.
- G. All General Prime Contractor requests for equitable adjustment shall be submitted to DFD's Project Representative in written form. Such requests shall set forth with specificity the amount of and reason(s) for the proposed adjustment and shall be accompanied by supporting information and documents. The review, resolution, and payment of such requests shall be governed by Article 30.
- H. No adjustment of any kind shall be made to this Contract, if asserted by the General Prime Contractor for the first time, after the date of final payment.
- I. When DFD makes changes in the Work through written Change Order or Field Order, an amount to be added to or deducted from the Contract shall, at the sole discretion of DFD, be calculated using one of the following methods:
 1. By unit prices stated in the Contract Documents or subsequently agreed upon by DFD and the General Prime Contractor; or
 2. By a lump sum agreed upon by the General Prime Contractor and DFD, which includes and is limited to the following:
 - a. LABOR: Actual labor rate includes the base rate, taxes, insurance and fringe benefits required by agreement or custom. Unit labor is the labor time anticipated to be expended to install the corresponding unit of actual materials, as taken from the appropriate column of a DFD pre-approved current national manual of labor units. Labor cost is the labor hours approved by DFD multiplied by the DFD pre-approved composite hourly labor rates;
 - b. MATERIAL: Actual material cost is the amount paid or to be paid by the General Prime Contractor for materials, supplies and equipment entering permanently into the Work, including cost of transportation and applicable taxes. This cost shall be substantiated by the Vendor/Supplier's verified invoices/quotes or by using a DFD approved current national pricing service, lowest column price, multiplied by 0.75. The cost shall not exceed the usual and customary cost for such items available in the geographical area of the project. DFD shall have the option of using either or both methods of substantiation to determine the cost to be used;

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- c. **LARGE TOOLS AND MAJOR EQUIPMENT:** Large tools and major equipment are those with an initial cost greater than \$1,000, whether from the General Prime Contractor or other sources. Allowable rental rate is the lesser of the General Prime Contractor's actual rental schedule pre-approved by DFD or a DFD-approved nationally accepted manual of equipment rental rates, lowest column price, multiplied by 0.75. The rental rate shall not exceed the usual and customary amount for such items available in the geographical area of the project. Tool and equipment use time allowed is only for the extra Change Order work. Rental cost is the above tool and equipment time approved by DFD multiplied by the DFD pre-approved rental rates also described above. When large tools and equipment needed for Change Order work are not already at the job site, the actual labor cost to get them there is also reimbursable;
 - d. **BOND COST:** The cost is the actual rate paid for the performance and payment bonds;
 - e. **SUBCONTRACTOR COSTS:** Subcontractor costs (including MEP Subcontractor and Non-MEP Subcontractor costs) are for those subcontracted specialties required to complete the Change Order work, with maximum markups as outlined hereinafter;
 - f. **OVERHEAD AND PROFIT ALLOWANCE:** The maximum allowable markup for overhead and profit markup on Change Order proposals shall not exceed 15 percent total. The General Prime Contractor markup of change order work done by Subcontractors shall not exceed 7 ½ percent. When the value of a Change Order proposal exceeds \$30,000, a declining scale will be used to negotiate the allowable combined overhead and profit margin. Where Change Order proposals involve a credit only, a reasonable allowance for overhead and profit are properly included as part of the downward adjustment for a deductive change exceeding \$15,000. The amount of such allowance is subject to negotiation.
 - g. **EXCLUSIONS:** All other Change Order expenses are part of the overhead and profit allowance which are not reimbursable as separate items and include the following:
 - (1) **CHANGE ORDER PREPARATION:** All costs associated with the processing of the Change Order are included in the overhead and profit allowance;
 - (2) **DESIGN, ESTIMATING, AND SUPERVISION:** All such efforts, unless specifically requested by DFD as additional Work to be documented as a Change Order proposal or portion thereof, is included in the overhead and profit allowance;
 - (3) **INSTALLATION LAYOUT:** The layout required for the installation of material and equipment, and installation design, is the responsibility of the General Prime Contractor and is included in the overhead and profit allowance;
 - (4) **SMALL TOOLS AND SUPPLIES:** The cost of small hand tools with an initial cost of \$1,000 or less, along with consumable supplies and expendable items such as drill bits, saw blades, gasoline, lubricating or cutting oil, and similar items, is included in the overhead and profit allowance;
 - (5) **GENERAL EXPENSE:** The general expense, which is those items that are a specific job cost not associated with direct labor and material, is included in the overhead and profit allowance;
 - (6) **RECORD DRAWINGS:** The preparation of record or as-built drawings required is included in the overhead and profit allowance;
 - (7) **OTHER COSTS:** a) All association dues, assessments, and similar items are included in the overhead and profit allowance. b) All education, training, and similar items are included in the overhead and profit allowance. c) All drafting and/or engineering, unless specifically requested by DFD as additional Work to be documented as a Change Order proposal or portion thereof, is included in the overhead and profit allowance. d) All other cost items such as, but not necessarily limited to, review, coordination, estimating, and expediting, relative to Change Order proposals, are associated with field and office supervision and are included in the overhead and profit allowance.
3. By segregating the cost for Work performed and monitoring such costs. These costs shall be recorded daily, reported as a part of the General Prime Contractor's daily report procedure, and certified by DFD's Project

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Representative. Such costs shall be limited to those identified in subparagraph 18.I.2., except that actual rather than estimated labor expended and material installed shall be used in determining the cost adjustment.

- J. The General Prime Contractor shall provide DFD with costs for all proposed Change Orders as outlined in the "Procedures for the Change Order Proposal" document, to be provided by DFD to the General Prime Contractor at the Pre-construction meeting. Typical labor rates to be used shall be provided by the General Prime Contractor to DFD no later than submittal of the first payment request.
- K. The completion date is determined by DFD. The schedule, however, is the responsibility of the General Prime Contractor. Time extensions for extra Work will be considered when a schedule analysis shows that the Change Order places the Work beyond the completion date stated in the Notice To Proceed. Unless the cumulative time extensions for extra Work places the Work beyond the original completion time specified in the Instructions To Bidders, all extended overhead costs are included in the overhead and profit allowance. If significant scope changes occur which places the extra Work beyond the original completion time specified in the Instructions To Bidders, actual additional costs will be considered in accordance with Article 30, CLAIMS.

1;. REPORTS, RECORDS AND DATA

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

3;. NOTICE REQUIREMENTS

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

22. TIME FOR COMPLETION OF THE PROJECT

- A. It is hereby understood and mutually agreed, by and between the General Prime Contractor and DFD that the time for completion of the Work required by the Contract Documents is an ESSENTIAL CONDITION of this Contract.
- B. The General Prime Contractor agrees that the Work required by the Contract Documents will be prosecuted regularly and diligently at a rate of progress that will ensure its full completion within the time specified in the Contract Documents. It is expressly understood and agreed, by and between the General Prime Contractor and DFD, that the

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specified time period for completion of the Work described in the Contract Documents is a reasonable time for the completion of the Work, taking into consideration the average weather conditions and usual industrial conditions prevailing in the locality in which the Work is to be completed.

- C. When events occur which, in the opinion of the General Prime Contractor, prevent completion of the Project within the time period allowed by the Contract Documents, the General Prime Contractor shall request an extension of the specified time for completion. Such request shall include the reasons for delay, the amount of time extension being requested, and any cost(s) associated with the delay. All such requests shall be made in writing and delivered to DFD's Project Representative within ten (10) working days from the beginning of such delay, or within ten (10) working days from the time when the circumstance with potential for delay becomes reasonably known to the General Prime Contractor, whichever is earlier. DFD shall act on such requests as soon as practicable and notify the General Prime Contractor of DFD's decision.
- D. If any activity is delayed, or anticipated to be delayed, thereby delaying the completion of the entire Project, the General Prime Contractor shall have the right to take action as may be necessary to recapture any delay. Such action shall include, but not be limited to:
 - 1. Increase in staffing
 - 2. Increase in shifts, hours of Work, or number of days of Work
 - 3. Use of available float
 - 4. Changing the sequence of Work activities
- E. Costs caused by delays or improperly timed activities shall be borne by the party responsible therefor, and Change Orders, as deemed appropriate by DFD, shall be issued in accordance with Article 18 of these General Conditions.
- F. Costs for acceleration of Work activities to allow completion of the Project in less time than that allowed by the Contract Documents shall be borne by the party requesting such acceleration or early completion. No claim for delay shall be valid against DFD for compensation for delayed completion which extends completion beyond the early finish date, but which does not continue beyond the stated time for completion as set forth in the Contract.
- G. Where abnormal weather conditions may have substantially contributed to the delay of Project completion, such determination shall only be made by DFD upon written request by the General Prime Contractor, and by comparing the total season in which such weather occurs with the average of the previous five years. Where DFD determines that weather has substantially delayed Work, thereby delaying completion of the Project within the time specified in the Contract Documents, DFD shall extend the allowable time for completion an amount equal, in the opinion of DFD, to the delay caused by such weather conditions. Extension(s) in the allowable time for completion, when granted by DFD as a result of abnormal weather conditions, shall not be cause for any request for additional compensation by the General Prime Contractor.
- H. Where, under the Contract, DFD extends the amount of time specified for completion of the Project, the new time limit fixed by such extension shall be the essence of this Contract.
- I. Time extensions and associated adjustments in the Contract Documents which are implemented by, or based on Change Orders and Field Orders for which an overhead allowance would otherwise be permitted hereunder, shall not include any allowance for extended and unabsorbed overhead costs.
- J. Permitting the Work or any part of it to continue after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of DFD, of any of DFD's rights under the Contract or a waiver of any default by the General Prime Contractor.
- K. If the General Prime Contractor fails to complete the Work within the time specified in the Contract and such failure is due to reasons which were not beyond the reasonable control of the General Prime Contractor or if the General Prime Contractor fails to complete the Work within the time specified in the Contract and fails to make the written

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request as provided for in Paragraph 21(C), then in any such event the General Prime Contractor shall pay to DFD actual damages. When such damages can be reasonably predetermined, the amount will be indicated in the Supplementary General Conditions.

- L. If DFD terminates the Contract, or suspends or stops Work in accordance with Paragraphs 28.B. or 29.A. due to the fault of the General Prime Contractor, the damages described in Paragraph 22.M shall be assessed for each day (or any part thereof) such Work is stopped on the Project. If DFD does not elect to terminate the Contract or to suspend or stop the Work, the damages shall be assessed for each day of delay in Substantial Completion.
- M. Nothing contained herein shall be construed as limiting the right of the State to recover actual damages sustained as a result of any delay by the General Prime Contractor which exceed the amounts specified in the Supplementary General Conditions.
- N. DFD may, at its discretion, waive damages due the State, or any portion thereof.

23. USE AND POSSESSION PRIOR TO COMPLETION

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

24. SUBSTANTIAL COMPLETION

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

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Certificate of Substantial Completion shall fix the time within which the General Prime Contractor shall finish all items not completed or corrected.

- E. At the time DFD declares the Work or designated portion thereof Substantially Complete, the General Prime Contractor may request payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

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25. FINAL COMPLETION AND FINAL PAYMENT

- A. Prior to Request for Final Payment, the General Prime Contractor shall provide a Certification that all debts and claims against this Project have either been paid in full or otherwise satisfied and give final evidence of release of all liens against the Project, the State, and all proceeds payable hereunder. The General Prime Contractor shall certify upon such payment request that the data contained therein is current, accurate, and complete. General Prime Contractor shall permit, if requested by DFD, the final inspection to be jointly conducted by the General Prime Contractor and DFD's Project Representative. The General Prime Contractor shall give Notice at least 72 hours in advance of the time set for final inspection.
- B. Upon completion of the project and before receiving final payment for work on the project, the General Prime Contractor shall file with DFD an affidavit stating that the General Prime Contractor has complied fully with Section 103.49(4r) Wis. Stat. and that the General Prime Contractor has received an affidavit from each of the General Prime Contractor's agents, MEP Subcontractors, and Non-MEP Subcontractors stating that they also have complied fully with Wis. Stat. § 103.49(4r).
- C. As a CONDITION PRECEDENT to Final Payment, all corrective action to remedy deficiencies in the Work required by Contract Documents and Work identified on the punch list must have been completed. In addition, where required by Contract Documents, all training of the user agency's staff in the proper operation and maintenance of the Work shall have been completed, Operating and Maintenance Manuals and Instructions as well as drawings marked up to reflect "as demoed" conditions must have been transmitted to DFD's Project Representative, and all Warranty certificates signed and presented for DFD acceptance.
- D. When to the satisfaction of DFD the Work has been completed, and is of the quality required by the Contract Documents, DFD may authorize payment of all sums then due the General Prime Contractor. Receipt of the final payment, as provided for herein shall constitute a waiver of any and all claims against the State arising out of, under, or incident to the Work performed under the Contract.
- E. If the General Prime Contractor fails to submit a Request for Final Payment or make satisfactory arrangements with DFD within thirty (30) calendar days of notification, no further payments will be made and the Contract will be closed. The last Request for Certification for Payment will be considered the Final Payment under the terms and conditions of the Contract.
- F. The authorizing of Final Payment by DFD shall constitute the final acceptance of the Work but shall not constitute a waiver of any claims by DFD including, but not limited to the following:
 - 1. Outstanding lien claims or claims for liens;
 - 2. Defective Work which was specifically identified before the making of final payment;
 - 3. Defects which result from the General Prime Contractor's failure to perform the Work in strict accordance with the Contract Documents;
 - 4. Any warranty or guarantee required by the Contract Documents;
 - 5. Any other right surviving the State as to which the General Prime Contractor was specifically given notice before or during the final inspection and final payment process;
 - 6. Rights surviving to the State as a matter of law.

26. WARRANTIES

- A. The General Prime Contractor Warrants to DFD that all materials and supplies used in the Work are free from all liens, claims, or encumbrances, and good title to materials and supplies is retained by the General Prime Contractor and shall be conveyed to DFD on or before the date of Substantial Completion.

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

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1. Article 15 - "QUALITY CONTROL & INSPECTION"
 2. Article 26 - "PAYMENTS TO GENERAL PRIME CONTRACTOR"
 3. Article 27 - "PAYMENTS BY GENERAL PRIME CONTRACTOR"
- M. Defects in design or manufacture of equipment specified by DFD on a "Brand Name" basis shall not be included in this warranty. In this event, the General Prime Contractor shall require any Subcontractor manufacturers, or suppliers to execute their warranties, in writing, directly to DFD.

27. PAYMENTS TO GENERAL PRIME CONTRACTOR

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

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- C. The General Prime Contractor shall furnish any and all accounting records requested by DFD to validate all or any part of any request for payment. The General Prime Contractor shall maintain these accounting records for a period of three (3) years from the date DFD authorizes final payment.
- D. For the purposes of this Article 26, requests for payment may include any fabricated or manufactured materials or components specified, previously paid for by the General Prime Contractor and delivered to the Work site, or properly stored and suitable for incorporation in the Work embraced in the Contract Documents. The General Prime Contractor shall identify the method of storage for such materials and shall complete an "Off-site Storage Agreement" form which is available from DFD. Proper evidence of insurance shall be presented to protect the interest of the State. If payment is intended to be requested for any off-site storage items, such items shall be listed as separate lines in the request and certification for payment, cost breakdown.
- E. If separate prices are set forth in the Contract Documents for identifiable items of Work, payment for such prices shall be made at the time of completion of those items of Work. Payment under this Paragraph (E) shall be an interim payment until the time of Final Payment and acceptance of the Work by DFD.
- F. As the work progresses under the general prime contract for construction of a project the department, from time to time, shall grant to the General Prime Contractor an estimate of the amount and proportionate value of the work properly completed, which shall entitle the contractor to receive the amount, less the retainage, from the proper fund. The retainage shall be an amount equal to not more than 5% of the estimate until 50% of the work has been completed. At 50% completion, no additional amounts shall be retained, and partial payments shall be made in full to the contractor unless the department certifies that the job is not proceeding satisfactorily. At 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, any amount retained shall be paid to the General Prime Contractor, less the value of any required corrective work or uncompleted work. For the purposes of this section, estimates may include any fabricated or manufactured materials and components specified, previously paid for by General Prime Contractor and delivered to the work or properly stored and suitable for incorporation in the work embraced in the contract.

Nothing herein shall preclude DFD from deducting from any request for payment such amounts as will properly represent the value of Work which fails to meet the quality standards of the Contract Documents or which the General Prime Contractor fails to complete.

- G. In the event DFD receives Notice from any person, Subcontractor, or other third party, that the Contractor has failed to pay such person(s) for Work performed in accordance with the Contract Documents, the Contractor shall, at the request of DFD, and in no more than 10 calendar days, provide all documentation DFD believes necessary to determine whether such payment is due, or reasons for non-payment of disputed amounts. In the event DFD determines the claim to be valid and payment is due, or in the absence of aforementioned documentation, DFD may authorize direct payment of any unpaid bills, withholding from the General Prime Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such claims until satisfactory documentation is furnished that all liabilities have been fully discharged or reasons for non-payment of disputed amounts are provided by the General Prime Contractor. In no event shall these provisions be construed to impose any obligations upon the State to either the General Prime Contractor or the General Prime Contractor's Surety.
- H. In paying any unpaid bills of the General Prime Contractor relating to the Work, the State shall be deemed the agent of the General Prime Contractor, and any payment so made by the State shall be considered as a payment made under the Contract by the State to the General Prime Contractor for its account and the State shall not be liable to the General Prime Contractor for any such payment made in good faith.
- I. The General Prime Contractor agrees to indemnify and hold the State harmless from all claims growing out of lawful demands of Subcontractors (including MEP Subcontractors and Non-MEP Subcontractors), laborers, Workers, mechanics, material persons, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the performance the Work required by Contract Documents.
- J. The General Prime Contractor shall, at DFD's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived.

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28. PAYMENTS BY GENERAL PRIME CONTRACTOR

- A. Please see Article 12 for specific information regarding Prompt Payment from General Prime Contractors to MEP Subcontractors and the specific Prompt Payment clause that must be inserted into the contract between General Prime Contractors and MEP Subcontractors.
- B. Not more than seven (7) calendar days following the receipt of each Payment authorized by DFD, the General Prime Contractor shall make payment to each and every person, Subcontractors, (including MEP Subcontractors, and Non-MEP Subcontractors), or entity who furnished goods or services for the progress of the Work on the Project, the value of which goods or services were included in the General Prime Contractor's "Request and Certification for Payment" under Article 26 of the General Conditions, or who by law or Contract payment is due upon the receipt of the payment most recently received from the State. The General Prime Contractor shall insert a provision in all subcontracts requiring payment in the manner herein specified. The General Prime Contractor shall also require Subcontractors to include a like provision in all contracts with their subcontractors or suppliers, regardless of tier.
- C. Upon request of DFD, satisfactory evidence of payment under this Article 27 shall be furnished to DFD forthwith.
- D. Please see Article 12 for specific information regarding retainage on contracts between General Prime Contractors and MEP Subcontractors. In short, retainage on an MEP Subcontract shall occur and be in amounts and on a schedule equal to the retainage schedule in the contract between the General Prime contractor and the State.
- E. Nothing herein shall preclude the General Prime Contractor from deducting from any request for payment such amounts as will properly represent the value of Work which fails to meet the quality standards of the Contract Documents or which the MEP Subcontractor fails to complete.

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

- A. DFD may order the General Prime Contractor, in writing, to suspend or delay all or any part of the Work of the General Prime Contractor for the period of time that DFD determines appropriate for the convenience of the State.
 - 1. If the General Prime Contractor determines that the cost of the Work is altered by such suspension, or the time for completion of such Work is altered or delayed, the General Prime Contractor shall provide Notice to DFD of any such costs or delay;
 - 2. Such Notice shall be made within ten (10) calendar days of the order to stop or suspend Work;
 - 3. Provision of such Notice to DFD shall be a CONDITION PRECEDENT to any State liability for increased costs, delay, or time extension.
- B. In the event that any of the Work in progress, or Work already completed by the General Prime Contractor, Subcontractors, including MEP Subcontractors, or Non-MEP Subcontractors, is determined by DFD to be of substandard quality, defective, or otherwise in violation of requirements of the Contract Documents, or in the event that the General Prime Contractor fails or refuses to complete Work required by the Contract Documents, DFD may serve written Notice upon the General Prime Contractor requiring that corrective action be taken by the General Prime Contractor to remedy, correct, complete, or replace such Work.
 - 1. The General Prime Contractor shall have ten (10) calendar days after the serving of such Notice within which to take corrective action or to make arrangements judged satisfactory by DFD for the corrections to be made. The Contract shall terminate in accordance with the provisions of Paragraph 29.A. of the General Conditions if corrective action is not taken or other arrangements, judged satisfactory by DFD, are not made by the General Prime Contractor;
 - 2. If the General Prime Contractor fails within the ten (10) calendar day period after receipt of written Notice to commence and continue correction of such default or neglect with diligence and promptness, DFD may order the General Prime Contractor to stop the Work or any portion thereof until the cause for such order has been

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eliminated. DFD may then, without prejudice to other remedies DFD may have, correct such deficiencies through whatever means necessary;

3. The cost of any corrective action, replacement, or repair shall be chargeable to the General Prime Contractor and its Surety. In such cases DFD may deduct from payments then or thereafter due the General Prime Contractor the cost of correcting such deficiencies, compensation for the State's additional services, and expenses made necessary by such default, neglect, or failure. Such action by the State shall not prevent the State from recovery of other damages or penalties sustained as a result of the General Prime Contractor's default or neglect. If payments then or thereafter due the General Prime Contractor are not sufficient to cover such amounts, the General Prime Contractor and its Surety shall pay the difference to the State;
 4. If, after suspension of the Work, it is determined that the General Prime Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the State under Paragraph 29.B.
- C. The right of DFD to stop or suspend the Work shall not give rise to a duty on the part of DFD to exercise this right for the benefit of the General Prime Contractor or any other person or entity.
- D. DFD may exercise any and all rights or remedies provided for herein, by law or in equity, either concurrently or singly in its sole discretion.

2: . DFD'S RIGHT TO TERMINATE CONTRACT

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

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termination date of this Contract and the General Prime Contractor is unable to terminate said lease; and other costs approved by DFD. Reimbursable Expenses do not include lost profits or payments due to Subcontractors, including MEP Subcontractors or Non-MEP Subcontractors for any period of time subsequent to termination of the Contract. Upon payment of the Reimbursable Expenses, the General Prime Contractor shall deliver to the State any materials or personal property for which said payment has been made.

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

4;. CLAIMS

- A. The General Prime Contractor shall be barred from asserting or pursuing any claims, demands, and causes of action against the State unless the General Prime Contractor complies with the following requirements:
 - 1. First, the General Prime Contractor shall present its claim to DFD's Project Representative who shall have twenty one (21) calendar days after presentation of the claim to act thereon or notify the General Prime Contractor in writing of the additional time required for such action if greater than the aforementioned twenty-one (21) day period. Failure by DFD's Project Representative to so act within the aforesaid period of time shall constitute a rejection of the General Prime Contractor's claim;
 - 2. If the General Prime Contractor's claim is rejected by DFD's Project Representative, the General Prime Contractor may appeal it in writing to the Administrator of Division of Facilities Development. Any such appeal shall be made within twenty-one (21) calendar days after it is rejected by DFD's Project Representative. If no such appeal is made, the decision of DFD's Project Representative shall become final and binding and the General Prime Contractor shall waive its right to pursue the claim further;
 - 3. If the General Prime Contractor files a timely appeal of the decision of DFD's Project Representative, the Administrator of the Division of Facilities Development shall act on the General Prime Contractor's claim within fourteen (14) calendar days or notify the General Prime Contractor in writing, of the time required for such action if greater than the aforementioned fourteen (14) day period. Failure by the Administrator of the Division of Facilities Development to so act within the aforesaid period of time shall constitute a rejection of the claim;
 - 4. If the General Prime Contractor's claim is rejected by the Administrator of the Division of Facilities Development, the General Prime Contractor shall, as a CONDITION PRECEDENT to filing suit against the State, comply with the two-step claims resolution procedure set forth in Wis. Stat. §§ 16.007,775.01.
- B. Any judicial action relating to the construction, interpretation, or enforcement of the Contract Documents including without limitation, the General Prime Contractor's claims, demands, and causes of action for additional construction costs, delay damages, and other amounts owed hereunder, shall be brought and venued in the Dane County Circuit Court in Madison, Wisconsin. The General Prime Contractor hereby consents to personal jurisdiction in that venue, and waives any defenses that the General Prime Contractor otherwise might have relating thereto.
- C. The General Prime Contractor hereby waives its right to a jury trial in connection with any judicial action or proceeding that may arise by and between the State and the General Prime Contractor concerning the construction, interpretation, or enforcement of the Contract Documents including, without limitation, any claims, demands, or causes of action that the General Prime Contractor hereafter may assert against the State for additional construction costs, delay damages, and other amounts.
- D. The General Prime Contractor shall proceed diligently with the performance of the Work, as directed by DFD, pending the final decision of DFD's Project Representative, the Administrator of the Division of Facilities Development, the State Claims Board, the Legislature, and any subsequent judicial action or appeal.

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- E. It is recognized by DFD and General Prime Contractor that performance of DFD's duties may require or cause the interruption or suspension of the Work for periods other than the reasonable time allowed under Article 28. In the event of such interruption or suspension, DFD and the General Prime Contractor shall negotiate in good faith in an effort to agree upon the additional construction costs and other amounts, if any, that shall be paid the General Prime Contractor because of the interruption or suspension of Work. Anything in the Contract Documents to the contrary notwithstanding, however, it is expressly understood and agreed that:
1. The total amount recoverable by and payable to the General Prime Contractor shall be limited to an amount equal to the sum of:
 - a. The additional construction costs and other amounts actually incurred by the General Prime Contractor because of DFD's actions and omissions; plus
 - b. A maximum overhead and profit allowance equal to fifteen (15) percent of the sum of additional construction costs and other amounts.
 2. Overhead costs for extended or unabsorbed overhead shall not be used as the basis for calculating or determining the amount of any additional construction costs or other amounts recoverable by or payable to the General Prime Contractor; and
 3. By entering into this Contract with DFD, the General Prime Contractor hereby waives any rights that it otherwise might have to pursue recovery of overhead costs for extended or unabsorbed overhead from DFD.
- F. DFD and the General Prime Contractor shall act in good faith to efficiently and fairly resolve claims and disputes arising under the Contract in order to avoid wherever possible, formal legal proceedings.

32. INSURANCE

- A. The General Prime Contractor shall not commence Work under this Contract until the General Prime Contractor has obtained all the insurance required under this Paragraph 31.A. Such insurance must be approved by DFD. The company providing the insurance must be lawfully authorized to do business in Wisconsin and/or be approved by DFD with a minimum A.M. Best rating of (A-). The General Prime Contractor shall provide the following insurance:
1. Worker's Compensation Insurance:
 - a. The General Prime Contractor shall procure and maintain during the life of this Contract, and shall require all Subcontractors, including MEP Subcontractors and Non-MEP Subcontractors, to maintain, Worker's Compensation Insurance as required by State of Wisconsin Statutes and any applicable Federal Act coverage such as the Longshoremen's and Harbor Workers Act, the Jones Act or the Admiralty Act for all employees engaged in Work associated with the Project under this Contract. Minimum coverage is listed in paragraph 31.A.5.
 - b. The General Prime Contractor shall procure and maintain during the life of this Contract, and shall require all Subcontractors, including MEP Subcontractors and Non-MEP Subcontractors, to maintain, Employer's Liability Insurance. Minimum coverage is listed in paragraph 31.A.5.
 2. Commercial General Liability Insurance and Excess Liability-Umbrella:
 - a. The General Prime Contractor shall maintain during the life of this Contract, and until two years after completion of this Contract, Commercial General Liability Insurance, including Products and Completed Operations for all claims that might occur in carrying out the Contract. Minimum coverage is listed in paragraph 31.A.5. Such coverage shall be of the "occurrence" type form.
 - b. The General Prime Contractor's Commercial General Liability and Umbrella Insurance shall apply to the provisions of indemnity obligations under Section 37 of these General Conditions.

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

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- c. Such Commercial General Liability coverage shall include employees of the General Prime Contractor as insureds.
 - d. The General Prime Contractor shall require Subcontractors to procure and maintain Commercial General Liability Insurance and Excess Liability equal to that required in subparagraph 31.A.2.a. The General Prime Contractor shall require each MEP Subcontractor to procure and maintain Commercial General Liability and Umbrella Insurance equal to that required in subparagraph 31.A.2.a. However, the General Prime Contractor may insure the activities of the Non-MEP Subcontractor(s) in the General Prime Contractor’s policy. The General Prime Contractor’s policy shall include coverage for Independent Contractors.
3. Auto Liability Insurance:
- a. The General Prime Contractor shall procure and shall maintain during the life of the Contract Commercial Automobile Liability Insurance for all owned, non-owned, and hired vehicles that are used in carrying out the Contract. Minimum coverage is listed in paragraph 31.A.5.
 - b. The General Prime Contractor shall require each Subcontractor, including MEP Subcontractors and Non-MEP Subcontractors, to procure and maintain Commercial Auto Liability Insurance equal to that required in paragraph 31.A.3.a of the General Conditions.
4. The minimum required limits do not represent the coverage and limits necessary to protect the General Prime Contractor. The limits should not be construed in any way to limit the General Prime Contractor's liability to the State.

5. Minimum Limits Required:

TYPE	Limits
Commercial General Liability	\$1,000,000 General Aggregate (applies per project)
	\$1,000,000 Products Aggregate
	\$1,000,000 Personal Injury
	\$1,000,000 Each Occurrence
	\$50,000 Fire Damage
	\$5,000 Medical Expense Per Person
Automobile Liability	\$1,000,000 Combined Single Limit
Excess Liability Umbrella	\$5,000,000 Each Occurrence
	\$5,000,000 Aggregate

Worker’s Compensation/Employers Liability Insurance

- 1. State: Statutory to all states the work is being performed;
 - 2. Federal: As Applicable;
 - 3. All Employees, partners, individuals, any managers on project site must be included for coverage.
6. The Commercial General Liability and Umbrella policies described in paragraph 31.A.2. of the General Conditions shall include the State as an Additional Insured as respects the activities carried out under this Contract. Additional coverage on the General Prime Contractor’s Umbrella policy can be used to make up the required limits.
7. Proof of Insurance: The General Prime Contractor shall provide a certificate of insurance to DFD from a company lawfully authorized to do business in the State of Wisconsin indicating coverage is in place at the limits set forth in this Article. The insurer shall give DFD thirty (30) day notice of cancellation or changes in coverage. The insurance certificate shall be provided before commencement of the Contract. If the General Prime Contractor is self-insured, audited financial records will need to be provided that clearly demonstrate

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

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the financial ability to cover losses up to the limits of insurance required. The General Prime Contractor shall also be required to disclose deductibles or Self-Insured Retention's (SIR).

8. Commercial General Liability and Auto Liability carried under Article 31 shall contain a provision making it primary and non-contributory to any other coverage available to the State.
- B. The State shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Wisconsin, Builder's Risk insurance in the amount of, at least, the initial Contract sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis.
1. Property Insurance shall include insurance for physical loss or damage to the Work, temporary buildings, and equipment or material consumed in the construction of the Work.
 2. Off-Site and Transit Coverage: Upon the request of the General Prime Contractor and written approval of DFD, the Property Insurance policy, subject to policy terms, definitions, and conditions, will provide a \$250,000 limit for materials and/or Work stored off the site or in transit. It is the General Prime Contractor's responsibility to insure materials and/or Work in excess of this amount. The State will not be responsible for materials or completed Work under the care, custody, and control of the manufacturer prior to delivery;
 3. Deductible: The property insurance shall be written with a deductible sum of no more than \$10,000 for each occurrence. If the Contract value is less than \$1,000,000 and the loss is attributable to the General Prime Contractor, a Subcontractor, including MEP Subcontractor or Non-MEP Subcontractor, a \$5,000 deductible per occurrence will apply. The risk of loss within the deductible amount will be borne by the General Prime Contractor;
 4. Loss of Use Insurance: The State, at DFD's option, may maintain such property insurance as will insure the State against loss of use of the State's property due to fire or other hazards, however caused. Except as set forth in section C.2. below, DFD waives all rights of action against the General Prime Contractor for loss of use of the State's property, including consequential losses due to fire or other hazards covered by the Property Insurance described in subparagraph 31.B.1
 5. Policy Review: A copy of the property insurance policy or policies may be obtained pursuant to the Public Records and Property Provisions of the Wisconsin State Statutes.
- C. 1. The State and General Prime Contractor waive all rights against each other and shall require its insurers to waive any rights of subrogation or recovery, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Article 31 or other property insurance applicable to the Work. The policies shall provide such waivers of subrogation by endorsement or otherwise, except as set forth in C.2. below. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise; did not pay the insurance premium directly or indirectly; and whether or not the person or entity had an insurable interest in the property damaged. This waiver shall be effective only to the extent any policy of insurance is not impaired thereby. This contract provision shall be incorporated into the contracts between the General Prime Contractor, MEP Subcontractors, and Non-MEP Subcontractors.
2. DFD retains the right to subrogate against General Prime Contractor, Subcontractors including MEP Subcontractor and Non-MEP Subcontractor(s), up to \$1,000,000 per occurrence, for damage to property, including loss of use thereof, provided said property damage is to work performed by other parties and provided said General Prime Contractor's, Subcontractors' including MEP Subcontractors', and Non-MEP Subcontractors', negligence contributed in any way to said damage. This contract provision shall be incorporated into the contracts between the General Prime Contractor and Subcontractors, including MEP Subcontractors, and Non-MEP Subcontractors.

33. NONDISCRIMINATION/AFFIRMATIVE ACTION

- A. In connection with the performance of Work under this Contract, the General Prime Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex,

GENERAL CONDITIONS OF THE GENERAL PRIME CONTRACTOR CONTRACT

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physical condition, developmental disability as defined in Wis. Stat. §51.01(5), sexual orientation, national origin, or any other basis prohibited by law. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Except with respect to sexual orientation, the General Prime Contractor further agrees to take affirmative action to ensure equal employment opportunities. This contract provision shall be incorporated into the contracts between the General Prime Contractor, MEP Subcontractors, and Non-MEP Subcontractors.

- B. Contracts with a value of fifty thousand dollars (\$50,000) or more require the General Prime Contractor to submit a written affirmative action plan acceptable under Wisconsin Statutes and Administrative Code. An exemption occurs from this requirement if the General Prime Contractor has a Work force of less than fifty (50) employees. The General Prime Contractor is responsible for obtaining affirmative action compliance from MEP Subcontractors and Non-MEP Subcontractors. Instructions on satisfying these requirements will be sent with the Notice to Proceed. Technical assistance regarding this Article 32 is available from the Wisconsin Office of Contract Compliance, telephone (608) 266-5462.

- C. The General Prime Contractor should establish and take appropriate initiatives to reach goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic, or other relevant data which shall cover construction projects or construction contracts performed in specific geographical areas. The goals shall be applicable to the General Prime Contractor’s, MEP Subcontractor’s, or Non-MEP Subcontractor’s entire work force which is working in the area covered by the goals. The goals are established and are as follows:

County	Women Goal	Minority Goal
Adams/Juneau/Monroe/Vernon	12%	2%
Ashland/Bayfield/Douglas/Price	9%	6%
Barron/Sawyer/Washburn	13%	4%
Dt qy p	33'	;
Buffalo/Jackson/Pepin/Trempealeau	12%	5%
Burnett/Polk	11%	2%
Calumet/Winnebago	11%	3%
Chippewa/Rusk	12%	2%
Clark/Taylor	16%	2%
Columbia	12%	2%
Crawford/Grant/Richland	14%	2%
Dane	9%	9%
Dodge	12%	3%
Door/Kewaunee/Manitowoc	13%	3%
Dunn/Eau Claire	11%	3%
Florence/Forest/Marinette/Oconto	13%	2%
Fond du Lac	11%	4%
Green/Iowa/LaFayette	13%	1%
Green Lake/Marquette/Waushara	10%	4%
Iron/Oneida/Vilas	9%	3%
Jefferson	12%	4%
Kenosha	7%	10%
La Crosse	10%	4%
Langlade/Lincoln/Menominee/Shawano	11%	7%
Marathon	12%	4%
Milwaukee	10%	29%
Outagamie	10%	5%
Ozaukee	8%	3%
Pierce/St Croix	12%	2%
Portage	13%	3%
Racine	8%	13%

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Rock	11%	7%
Sauk	10%	2%
Sheboygan	14%	5%
Walworth	10%	8%
Washington	9%	3%
Waukesha	7%	4%
Waupaca	11%	2%
Wood	12%	2%
Source: Combined Occupation Distribution: 2000 Census		

- D. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom a General Prime Contractor has a collective bargaining agreement, to refer to either minorities or women shall excuse the General Prime Contractor's required initiatives under these specifications.
- E. The General Prime Contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the State that sets forth the provisions of this Article 32.
- F. Failure to comply with the conditions of this Article 32 may result in the General Prime Contractor becoming declared an "ineligible" General Prime Contractor, termination of the Contract, or withholding of payment.

34. MINIMUM WAGES

- A. The General Prime Contractor shall post, at an appropriate conspicuous point on the site of the Project, a schedule showing all determined minimum wage rates for the various classes of laborers and mechanics to be engaged in Work on the Project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.
- B. Wage determinations required by State Law are listed in the Supplementary General Conditions.
- C. If, after the award of the Contract, it becomes necessary to employ any person in a trade or occupation not classified in the wage determinations, such person shall be paid at not less than such rate as shall be determined by the Department of Workforce Development. Such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation. The General Prime Contractor shall notify DFD of the General Prime Contractor's intention to employ persons in trades or occupations not classified in sufficient time for DFD to obtain approved rates for such trades or occupations.
- D. The specified wage rates are minimum rates only, and DFD will not consider any claims for additional compensation made by the General Prime Contractor because of payment by the General Prime Contractor of any wage rate in excess of the applicable rate contained in this Contract. Any disputes in regard to the payment of wages in excess of those specified in this Contract shall be adjusted by the General Prime Contractor.
- E. Failure to comply with the conditions of this Article 33 may result in the General Prime Contractor becoming declared an "ineligible" Contractor, termination of the Contract, or withholding of payment.

35. ASSIGNMENTS

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

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(REV 1/2014)

36. ANTITRUST AGREEMENT

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

37. INDEMNIFICATION

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

38. GENERAL PRIME CONTRACTOR PERFORMANCE EVALUATION

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

1 **SUPPLEMENTARY GENERAL CONDITIONS** (Rev 12/30/2013)

2 Division Project No. 11H2V

3

4 INDEX

5

6 1. Definitions

7 2. Insurance

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

9

10 1. DEFINITIONS

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

12

13 Architect/Engineer (A/E) for this project: Golder Associates, Inc.

14 2247 Fox Heights Lane, Suite A

15 Green Bay, WI 54304

16 (920) 491-2500 Phone

17

18

19 2. INSURANCE

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

21

22 "General Prime Contractor's and Subcontractor's Public Liability and Property Damage Insurance shall
23 provide adequate protection against the following special hazards, unless provided as part of
24 Comprehensive General Liability coverage: loading and unloading; excavating; filling; drilling; blasting;
25 explosions; demolition; underpinning; elevator; hoist. Coverages shall be in the amounts specified in
26 Article 31 of the General Conditions."
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28 3. SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM HOURLY

29 WAGE RATES

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35 General Conditions, Article 32.B. Pursuant to s.103.49, Wis. Stats., the prevailing wage rates and list of
36 debarred contractors for this project are as follows:

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(See Pages SGC-2 through SGC-38)

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PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 103.49, Wis. Stats.
Issued On: 3/27/2014

DETERMINATION NUMBER: 201400943

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2014. If NOT, You MUST Reapply.

PROJECT NAME: PORLIER STREET SWING BIDGE DEMOLITION
PROJECT NO: 11388706

PROJECT LOCATION: GREEN BAY TOWN, BROWN COUNTY, WI

CONTRACTING AGENCY: DOA - DFD

CLASSIFICATION:	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm .
OVERTIME:	Time and one-half must be paid for all hours worked: <ul style="list-style-type: none">- over 10 hours per day on prevailing wage projects- over 40 hours per calendar week- Saturday and Sunday- on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25;- The day before if January 1, July 4 or December 25 falls on a Saturday;- The day following if January 1, July 4 or December 25 falls on a Sunday. Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime. A DOT Premium (discussed below) may supersede this time and one-half requirement.
FUTURE INCREASE:	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
PREMIUM PAY:	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.
DOT PREMIUM:	This premium only applies to highway and bridge projects owned by the Wisconsin Department of Transportation and to the project type heading "Airport Pavement or State Highway Construction." DO NOT apply the premium calculation under any other project type on this determination.
APPRENTICES:	Pay apprentices a percentage of the applicable journey person's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
SUBJOURNEY:	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.

This document **MUST BE POSTED** by the **CONTRACTING AGENCY** in at least one conspicuous and easily accessible place **on the site of the project**. A local governmental unit may post this document at the place normally used to post public notices if there is no common site on the project. This document **MUST** remain posted during the entire time any worker is employed on the project and **MUST** be physically incorporated into the specifications and all contracts and subcontracts. If you have any questions, please write to the Equal Rights Division, Labor Standards Bureau, P.O. Box 8928, Madison, Wisconsin 53708 or call (608) 266-6861.

The following statutory provisions apply to state agency projects of public works and are set forth below pursuant to the requirements of s. 103.49(3)(a), Stats.

s. 103.49 (1) (c) "PREVAILING HOURS OF LABOR" for any trade or occupation in any area means 10 hours per day and 40 hours per week and may not include any hours worked on a Saturday or Sunday or on any of the following holidays:

1. January 1.
2. The last Monday in May.
3. July 4.
4. The first Monday in September.
5. The 4th Thursday in November.
6. December 25.
7. The day before if January 1, July 4 or December 25 falls on a Saturday.
8. The day following if January 1, July 4 or December 25 falls on a Sunday.

s. 103.49 (2) PREVAILING WAGE RATES AND HOURS OF LABOR.

Any contract made for the erection, construction, remodeling, repairing, or demolition of any project of public works to which the state or any state agency is a party shall contain a stipulation that no person performing the work described in sub. (2m) may be permitted to work a greater number of hours per day or per week than the prevailing hours of labor, except that any such person may be permitted or required to work more than such prevailing hours of labor per day and per week if he or she is paid for all hours worked in excess of the prevailing hours of labor at a rate of at least 1.5 times his or her hourly basic rate of pay; nor may he or she be paid less than the prevailing wage rate determined under sub. (3) in the same or most similar trade or occupation in the area in which the project of public works is situated. A reference to the prevailing wage rates determined under sub. (3) and the prevailing hours of labor shall be published in the notice issued for the purpose of securing bids for the project. If any contract or subcontract for a project of public works that is subject to this section is entered into, the prevailing wage rates determined under sub. (3) and the prevailing hours of labor shall be physically incorporated into and made a part of the contract or subcontract, except that for a minor subcontract, as determined by the department, the department shall prescribe by rule the method of notifying the minor subcontractor of the prevailing wage rates and prevailing hours of labor applicable to the minor subcontract. The prevailing wage rates and prevailing hours of labor applicable to a contract or subcontract may not be changed during the time that the contract or subcontract is in force.

s. 103.49 (6M) LIABILITY AND PENALTIES.

- (ag) 1. Any contractor, subcontractor, or contractor's or subcontractor's agent who fails to pay the prevailing wage rate determined by the department under sub. (3) or who pays less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor is liable to any affected employee in the amount of his or her unpaid wages or his or her unpaid overtime compensation and in an additional amount as liquidated damages as provided in subd. 2., 3., whichever is applicable.
2. If the department determines upon inspection under sub. (5) (b) or (c) that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the department shall order the contractor to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages within a period specified by the department in the order.
3. In addition to or in lieu of recovering the liability specified in subd. 1. as provided in subd. 2., any employee for and in behalf of that employee and other employees similarly situated may commence an action to recover that liability in any court of competent jurisdiction. If the court finds that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the court shall order the contractor, subcontractor, or agent to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages.

5. No employee may be a party plaintiff to an action under subd. 3. unless the employee consents in writing to become a party and the consent is filed in the court in which the action is brought. Notwithstanding s. 814.04 (1), the court shall, in addition to any judgment awarded to the plaintiff, allow reasonable attorney fees and costs to be paid by the defendant.

(am) Except as provided in pars. (b), (d) and (f), any contractor, subcontractor or contractor's or subcontractor's agent who violates this section may be fined not more than \$200 or imprisoned for not more than 6 months or both. Each day that a violation continues is a separate offense.

(b) Whoever induces any person who seeks to be or is employed on any project of public works that is subject to this section to give up, waive, or return any part of the wages to which the person is entitled under the contract governing the project, or who reduces the hourly basic rate of pay normally paid to a person for work on a project that is not subject to this section during a week in which the person works both on a project of public works that is subject to this section and on a project that is not subject to this section, by threat not to employ, by threat of dismissal from employment, or by any other means is guilty of an offense under s. 946.15 (1).

(c) Any person employed on a project of public works that is subject to this section who knowingly permits a contractor, subcontractor, or contractor's or subcontractor's agent to pay him or her less than the prevailing wage rate set forth in the contract governing the project, who gives up, waives, or returns any part of the compensation to which he or she is entitled under the contract, or who gives up, waives, or returns any part of the compensation to which he or she is normally entitled for work on a project that is not subject to this section during a week in which the person works both on a project of public works that is subject to this section and on a project that is not subject to this section, is guilty of an offense under s. 946.15 (2).

(d) Whoever induces any person who seeks to be or is employed on any project of public works that is subject to this section to permit any part of the wages to which the person is entitled under the contract governing the project to be deducted from the person's pay is guilty of an offense under s. 946.15 (3), unless the deduction would be permitted under 29 CFR 3.5 or 3.6 from a person who is working on a project that is subject to 40 USC 3142.

(e) Any person employed on a project of public works that is subject to this section who knowingly permits any part of the wages to which he or she is entitled under the contract governing the project to be deducted from his or her pay is guilty of an offense under s. 946.15 (4), unless the deduction would be permitted under 29 CFR 3.5 or 3.6 from a person who is working on a project that is subject to 40 USC 3142.

DRAFT

BUILDING OR HEAVY CONSTRUCTION

Includes sheltered enclosures with walk-in access for the purpose of housing persons, employees, machinery, equipment or supplies and non-sheltered work such as canals, dams, dikes, reservoirs, storage tanks, etc. A sheltered enclosure need not be "habitable" in order to be considered a building. The installation of machinery and/or equipment, both above and below grade level, does not change a project's character as a building. On-site grading, utility work and landscaping are included within this definition. Residential buildings of four (4) stories or less, agricultural buildings, parking lots and driveways are NOT included within this definition.

SKILLED TRADES

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
101	Acoustic Ceiling Tile Installer	30.48	15.90	46.38
102	Boilermaker Future Increase(s): Add \$1.50/hr on 1/01/2015; Add \$1.50/hr. on 01/01/2016	32.05	28.04	60.09
103	Bricklayer, Blocklayer or Stonemason Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	30.85	17.62	48.47
104	Cabinet Installer	30.48	15.90	46.38
105	Carpenter	30.48	15.90	46.38
106	Carpet Layer or Soft Floor Coverer	30.48	15.90	46.38
107	Cement Finisher	30.85	17.62	48.47
108	Drywall Taper or Finisher	30.00	11.52	41.52
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	28.50	17.53	46.03
110	Elevator Constructor	48.56	25.35	73.91
111	Fence Erector	16.00	3.33	19.33
112	Fire Sprinkler Fitter	36.07	18.73	54.80
113	Glazier	26.90	14.91	41.81
114	Heat or Frost Insulator	33.68	23.55	57.23
115	Insulator (Batt or Blown)	15.00	9.50	24.50

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
116	Ironworker Future Increase(s): Add \$1.10/hr on 6/1/2014: Add \$1.15/hr on 6/1/2015. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	28.72	23.47	52.19
117	Lather	30.48	15.90	46.38
118	Line Constructor (Electrical)	38.25	16.38	54.63
119	Marble Finisher	26.89	17.85	44.74
120	Marble Mason	30.77	16.92	47.69
121	Metal Building Erector	24.00	0.22	24.22
122	Millwright	32.11	15.95	48.06
123	Overhead Door Installer	20.95	4.94	25.89
124	Painter	22.37	11.47	33.84
125	Pavement Marking Operator	30.00	0.00	30.00
126	Piledriver	30.98	15.90	46.88
127	Pipeline Fuser or Welder (Gas or Utility)	30.79	19.74	50.53
129	Plasterer	30.85	17.62	48.47
130	Plumber	33.26	16.28	49.54
132	Refrigeration Mechanic	33.26	16.28	49.54
133	Roofer or Waterproofer	19.50	5.75	25.25
134	Sheet Metal Worker	29.35	20.77	50.12
135	Steamfitter	33.26	16.28	49.54
137	Teledata Technician or Installer Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	22.25	12.24	34.49
138	Temperature Control Installer	33.26	16.28	49.54
139	Terrazzo Finisher	26.89	17.85	44.74
140	Terrazzo Mechanic	30.20	18.42	48.62
141	Tile Finisher	23.85	17.18	41.03
142	Tile Setter	30.85	17.62	48.47
143	Tuckpointer, Caulker or Cleaner	30.77	5.56	36.33

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
144	Underwater Diver (Except on Great Lakes)	34.48	15.90	50.38
146	Well Driller or Pump Installer	25.32	15.65	40.97
147	Siding Installer	25.92	18.04	43.96
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.16	14.34	43.50
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	30.60	14.86	45.46
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.63	40.41
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.70	34.45

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	23.16	21.85	45.01
203	Three or More Axle	14.10	8.13	22.23
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	32.89	18.96	51.85
205	Pavement Marking Vehicle	14.10	8.13	22.23
207	Truck Mechanic	14.10	8.13	22.23

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer Premium Increase(s): Add \$1.00/hr for certified welder and pipelayer; Add \$.25/hr for mason tender	23.48	14.61	38.09
302	Asbestos Abatement Worker	17.00	0.00	17.00
303	Landscaper	17.00	4.05	21.05
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	19.86	13.63	33.49
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.00	5.87	21.87
314	Railroad Track Laborer	23.46	13.88	37.34
315	Final Construction Clean-Up Worker	28.31	16.62	44.93

**HEAVY EQUIPMENT OPERATORS
SITE PREPARATION, UTILITY OR LANDSCAPING WORK ONLY**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket).	32.89	18.96	51.85
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under).	32.89	18.96	51.85
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.	32.89	18.96	51.85
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	20.17	58.97
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	41.65	21.71	63.36
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	37.10	21.57	58.67

507	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	34.50	20.04	54.54
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**HEAVY EQUIPMENT OPERATORS
EXCLUDING SITE PREPARATION, UTILITY, PAVING LANDSCAPING WORK**

Fringe Benefits Must Be Paid On All Hours Worked

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Premium Increase(s): Add \$.50/hr for >200 Ton / Add \$1/hr at 300 Ton / Add \$1.50/hr at 400 Ton / Add \$2/hr at 500 Ton & Over.	35.62	18.96	54.58
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Premium Increase(s): Add \$.25/hr for all >45 Ton lifting capacity cranes	34.62	18.96	53.58
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type).	33.42	18.96	52.38

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket).	32.89	18.96	51.85
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	30.82	18.96	49.78
513	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.	30.19	18.96	49.15
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment).	36.34	21.14	57.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). Future Increase(s): Add \$1.60/hr on 06/01/2014; Add \$1.65/hr on 06/01/2015.	32.32	18.55	50.87
516	Fiber Optic Cable Equipment Future Increase(s): Add \$1.75/hr on 02/01/2014.	27.89	17.20	45.09

SEWER, WATER OR TUNNEL CONSTRUCTION
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Includes those projects that primarily involve public sewer or water distribution, transmission or collection systems and related tunnel work (excluding buildings).

SKILLED TRADES

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
103	Bricklayer, Blocklayer or Stonemason Fringe Benefits Must Be Paid On <u>All</u> Hours Worked Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.10	18.40	53.50
105	Carpenter Future Increase(s): Add \$1.25/hr on 6/2/2014. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.68	19.81	53.49
107	Cement Finisher Future Increase(s): Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	33.51	16.13	49.64
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.82	22.61	55.43
111	Fence Erector	16.00	3.33	19.33
116	Ironworker	31.25	19.46	50.71
118	Line Constructor (Electrical)	38.25	16.38	54.63
125	Pavement Marking Operator	15.50	0.84	16.34
126	Piledriver	30.98	15.90	46.88
130	Plumber	33.75	14.07	47.82
135	Steamfitter	32.59	16.10	48.69
137	Teledata Technician or Installer	21.89	11.85	33.74

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
143	Tuckpointer, Caulker or Cleaner	30.77	5.56	36.33
144	Underwater Diver (Except on Great Lakes)	38.80	20.17	58.97
146	Well Driller or Pump Installer	25.32	15.65	40.97
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.16	14.34	43.50
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	30.60	14.86	45.46
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.63	40.41
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.70	34.45

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	30.00	15.00	45.00
203	Three or More Axle	15.50	0.84	16.34
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	32.89	18.96	51.85
205	Pavement Marking Vehicle	15.50	0.84	16.34
207	Truck Mechanic	15.50	0.84	16.34

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer Premium Increase(s): Add \$.20 for blaster, bracer, manhole builder, caulker, bottomman and power tool; Add \$.55 for pipelayer; Add \$1.00 for 0-15 lbs. compressed air; Add \$2.00 for 15-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.	25.35	14.62	39.97
303	Landscaper	25.28	13.89	39.17
304	Flagperson or Traffic Control Person	17.41	10.10	27.51
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.00	5.87	21.87
314	Railroad Track Laborer	23.46	13.88	37.34

**HEAVY EQUIPMENT OPERATORS
SEWER, WATER OR TUNNEL WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Future Increase(s): Add \$1.05/hr on 6/2/2014; Add \$1.55/hr on 6/1/2015. Premium Increase(s): Add \$.25/hr for operating tower crane.	36.84	19.45	56.29
522	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type).	33.42	18.96	52.38
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket).	32.89	18.96	51.85

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. Future Increase(s): Add \$1.05/hr on 6/2/2014; Add \$1.55/hr on 6/1/2015. Premium Increase(s): Add \$.25/hr for operating tower crane.	35.11	19.45	54.56
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.	30.19	20.94	51.13
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	29.69	18.46	48.15
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	20.17	58.97
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	38.80	20.17	58.97
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	34.50	20.04	54.54
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	34.50	20.04	54.54

LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION

Includes roads, streets, alleys, trails, bridges, paths, racetracks, parking lots and driveways (except residential or agricultural), public sidewalks or other similar projects (excluding projects awarded by the Wisconsin Department of Transportation).

SKILLED TRADES

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	30.77	16.92	47.69
105	Carpenter	30.48	16.00	46.48
107	Cement Finisher Future Increase(s): Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	32.65	17.32	49.97
109	Electrician	31.27	22.81	54.08
111	Fence Erector	16.00	3.33	19.33
116	Ironworker	28.23	22.97	51.20
118	Line Constructor (Electrical)	38.25	16.38	54.63
124	Painter	22.37	11.47	33.84
125	Pavement Marking Operator	30.00	0.00	30.00
126	Piledriver	30.98	15.90	46.88
133	Roofer or Waterproofer	19.50	5.75	25.25
137	Teledata Technician or Installer	21.89	11.85	33.74
143	Tuckpointer, Caulker or Cleaner	30.77	5.56	36.33
144	Underwater Diver (Except on Great Lakes)	38.80	20.17	58.97
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	34.43	15.24	49.67
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	30.60	14.86	45.46
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.63	40.41
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83

154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.70	34.45
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TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
201	Single Axle or Two Axle	30.00	15.00	45.00
203	Three or More Axle Future Increase(s): Add \$1.30/hr on 6/1/2014. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	24.52	17.77	42.29
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	32.89	18.96	51.85
205	Pavement Marking Vehicle	23.31	17.13	40.44
206	Shadow or Pilot Vehicle	30.00	15.00	45.00
207	Truck Mechanic	23.31	17.13	40.44

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
301	General Laborer Future Increase(s): Add \$1.60/hr on 6/1/2014. Premium Increase(s): Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	29.04	14.63	43.67

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
303	Landscaper Future Increase(s): Add \$1.60/hr on 6/1/14. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	29.04	14.63	43.67
304	Flagperson or Traffic Control Person	17.41	10.10	27.51
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.00	5.87	21.87
314	Railroad Track Laborer	23.46	13.88	37.34

**HEAVY EQUIPMENT OPERATORS
CONCRETE PAVEMENT OR BRIDGE WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	36.72	20.40	57.12

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
542	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.</p> <p>Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm.</p>	36.22	20.40	56.62
543	<p>Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.</p> <p>Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm.</p>	35.72	20.40	56.12

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
544	Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	35.46	20.40	55.86
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	32.39	18.46	50.85
546	Fiber Optic Cable Equipment.	26.69	16.65	43.34
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	20.17	58.97
548	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	38.80	20.17	58.97
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	34.50	20.04	54.54
550	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	34.50	20.04	54.54

**HEAVY EQUIPMENT OPERATORS
ASPHALT PAVEMENT OR OTHER WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	35.12	18.46	53.58
552	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	36.22	20.40	56.62
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.	34.22	15.39	49.61

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler. Future Increase(s): Add \$1.75/hr on 6/1/2014; Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.	28.65	19.20	47.85
555	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	35.17	20.40	55.57
556	Fiber Optic Cable Equipment.	26.69	16.65	43.34

***** END OF RATES *****

The documents following the Prevailing Wage Rate Determination consist of seventeen pages (including this one) of various forms/documents that will be used throughout the completion of the project. The chart below lists the form number, form/document name, the party who uses the document, and the document's number of pages. If you have any questions regarding these forms please call the Prevailing Wage Office at (608)266-6861.

ERD Form Number	Form Name	Party Who Uses the Form	Pages
	Prevailing Wage - Public Entity Project Owners	Explanation of project owner responsibilities	2
16056	Post the White Sheet	Contracting agency	1
10908	Consolidated List of Debarred Contractors	Any party contracting someone to complete work on a prevailing wage project	2
	Prevailing Wage – Contractors	Explanation of contractor responsibilities	2
7777	Disclosure of Ownership	Contractors that meet the criteria set out in (3)(A)&(B) of the form	1
5724	Prime Contractor Affidavit of Compliance	Prime contractor files with contracting agency upon completion of the work before receiving final payment	2
10584	Agent or Subcontractor Affidavit of Compliance	Subcontractors file with their awarding contractor upon completion of their work on the project before receiving final payment	2
10880	Request to Employ Subjourneyperson	Contractors wishing to employ a subjourneyperson(s)	1
	Additional General Prevailing Wage Law Information	General information for public entity or any other interested party	3

02/19/2014

PREVAILING WAGE – Public Entity Project Owners

Any public works project that has a total estimated project cost that equals or exceeds single-trade or multiple-trade project thresholds requires a prevailing wage rate determination issued by the Department of Workforce Development (DWD). Public works include erecting, constructing, remodeling, repairing, demolishing, alterations, painting and decorating projects for a local governmental unit or state agency. State law excludes minor service or maintenance work, warranty work, or work under a supply-and-installation contract. There is a statutory definition for most of these exclusions. The prevailing wage law that applies to local governmental units is §66.0903, Wis. Stats. The prevailing wage law that applies to state agencies is §103.49, Wis. Stats. The applicable administrative rules for all public entities are DWD 290 and DWD 294, Wis. Adm. Code.

Thresholds

- A “single-trade project of public works” means a project in which a single trade accounts for 85% or more of the total labor cost of the project. The single trade threshold is \$48,000.
- A “multiple-trade project of public works” means a project in which no single trade accounts for 85% or more of the total labor cost of the project.
- (a) The multiple-trade threshold is \$100,000, unless a municipality falls under the description in (b).
 - (b) The multiple-trade threshold of \$234,000 applies to public works projects erected, constructed, repaired, remodeled, or demolished by a private contractor for •a city or village with a population less than 2500 or •a town.

A local governmental unit or state agency that has a public works project that equals or exceeds the prevailing wage thresholds must do all of the following:

- Request a prevailing wage rate determination for the project from DWD at least 30 days before soliciting bids or negotiating contracts. An Application for Prevailing Wage Rate Determination is available on the DWD website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm
To avoid waiting for a project determination use the on-line application system that permits the user to generate a determination immediately and save all documents in PDF form to the user’s computer. Use this project determination on line application at the following address:

- Tell potential contractors the project is subject to state prevailing wage law when soliciting bids.
- Include the prevailing wage rate determination in the construction contract, or if there is no written contract, provide a copy of the project determination to each prime contractor.
- Award contracts to contractors who do *not* appear on the “Consolidated List of Debarred Contractors.”
- Notify contractors that they are required to have a written substance abuse testing program in place that fulfills the requirements of §103.503, Wis. Stats., before commencing work on the prevailing wage project.
- Post the prevailing wage rate determination on the project site. (This document is often referred to as “the white sheet.”)
- Notify project contractors that if DWD finds that a contractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.
- Obtain an Affidavit of Compliance from each prime contractor before making final payment for the project.

If the total estimated cost of the project exceeds the prevailing wage thresholds, a local governmental unit or state agency also must obtain a prevailing wage rate determination under the following circumstances:

- when a completed facility is leased, purchased, lease-purchased or otherwise acquired by or dedicated to a public entity in lieu of the public entity contracting for the project,
- when one public entity does work for another public entity,
- when a *private* entity will construct a road, street, bridge, sanitary sewer or water main project and dedicate it to a local governmental unit or the state for its ownership or maintenance (except for some residential subdivisions).

For more information, visit the prevailing wage website: http://dwd.wisconsin.gov/er/prevaling_wage_rate/default.htm. For further assistance, call the Equal Rights Division at 608-266-6861 and ask for prevailing wage.

POST THE WHITE SHEET

As the public entity receiving this prevailing wage rate determination, **YOU ARE REQUIRED** by law to post the prevailing wage rate determination (i.e., white sheet) in at least one conspicuous and easily accessible place on the project site that is available to all construction workers. The white sheet must remain posted from the onset of the project until all construction labor on the project has been completed.

[See, Wis. Admin. Code §DWD 290.12(1)]

Posting the white sheet inside the general contractor's trailer does not meet this requirement. That placement is not available/accessible to all workers and is not a location over which you have control.

If you have questions about posting, please call (608)266-6861 and ask for prevailing wage intake.

Consolidated List of Debarred Contractors
Prepared and Issued By
State of Wisconsin
Department of Workforce Development

February 19, 2014

This list has been prepared in accordance with the provisions of §§66.0903(12) and 103.49(7), Wis. Stats., and Chapter DWD 294 of the Wisconsin Administrative Code. All contractors on this list were found to have committed a "debarable offense" related to certain labor standard provisions determined or established for a state or local public works project. No state agency, local governmental unit or owner or developer may knowingly solicit bids from, negotiate with or award any contracts to or approve or allow any subcontracts with a debarred contractor, including all divisions, affiliates or other organizational elements of such contractor that are engaged in construction business activities, until the debarment is terminated. The name of each debarred contractor must remain on this list for a period of three (3) years from the termination date indicated below. The contractor is, however, only "debarred" from the "effective date" through the "termination date" indicated for that contractor. Questions regarding this list should be addressed to Julie Eckenwalder, Equal Rights Division, P. O. Box 8928, Madison, WI 53708 or call (608) 266-3148. Deaf, hearing or speech-impaired callers may contact the department by calling its TDD number (608) 264-8752.

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/ Deviations</u>
Abel, Mike	See, Abel Electric, Inc					
Abel Electric, Inc	3385 Belmar Rd Green Bay, WI 54313	9/1/12	8/31/15	1	2011	None
Atkins, Scott	See, Freedom Insulation, Inc					
Boecker, Roger	See, R-Way Pumping, Inc					
Cargill Heating and Air Conditioning Company, Inc	3049 Edgewater La La Crosse, WI 54603	3/1/14	2/28/17	1 and 2	2011	None
Castlerock Commercial Construction, Inc	PO Box 11699 Milwaukee, WI 53211-0699	2/1/12	1/31/15	1, 2 and 4	2009 & 2010	None
Dem/Ex Group, Inc	805 S Adams St Manito, IL 61546	12/1/11	11/30/14	1 and 2	2010	None
Fisher, Ed &/or Fisher, Rhonda	See, Dem/Ex Group, Inc					

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/ Deviations</u>
Freedom Insulation, Inc	117925 219th Ave Chippewa Falls, WI 54729	9/1/11	8/31/14	1	2008-2010	None
Galstad, Michael E (aka Michael Earl Galstad)	See, Cargill Heating and Air Conditioning Company, Inc					
JT Roofing, Inc	350 Tower Dr Saukville, WI 53080	6/1/12	5/31/15	1,2 and 4	2007 & 2008	None
Jinkins, Richard	See, Castlerock Commercial Construction, Inc					
Ofstie, Darin	See, Precision Excavating and Grading, LLC					
Precision Excavating and Grading, LLC or Precision Excavating Enterprises, LLC	2104 Pierce Saint Croix Rd Baldwin, WI 54002	5/1/11	4/30/14	1, 2 and 4	2006-2008	None
R-Way Pumping, Inc	3023 Lake Maria Rd Freeport, MN 56331	3/1/12	2/28/15	1, 2 and 4	2008	None
Thull, Gerald T	See, JT Roofing, Inc					

Cause Code: 1 = Failure to Pay Straight Time 2 = Failure to Pay Overtime 3 = Kickback 4 = Payroll Records.

PREVAILING WAGE – Contractors

Any public works project that has a total estimated project cost that equals or exceeds prevailing wage project thresholds requires a prevailing wage rate determination issued by the Department of Workforce Development (DWD). Public works include erecting, constructing, remodeling, repairing, demolishing, alterations, painting and decorating projects for a local governmental unit or state agency. State law excludes minor service or maintenance work, warranty work, or work under a supply-and-installation contract. There is a statutory definition for most of these exclusions. The prevailing wage laws that apply to local governmental units and their contractors are §§66.0903 and 103.503, Wis. Stats. The prevailing wage laws that apply to state agencies and their contractors are §§103.49 and 103.503, Wis. Stats. The applicable administrative rules for all prevailing wage projects are DWD 290 and DWD 294, Wis. Adm. Code. These laws include provisions that apply to all contractors and subcontractors working on prevailing wage projects.

Any contractor or subcontractor working on a local governmental unit or state agency's public works project that equals or exceeds current prevailing wage project thresholds must do all of the following:

- Receive and review the project's prevailing wage rate determination (i.e., white sheet).
- Tell subcontractors the project is subject to state prevailing wage law and include the prevailing wage rate determination in the construction contract, or if there is no written contract, provide a copy of the project determination to each subcontractor.
- Hire subcontractors who do *not* appear on the "Consolidated List of Debarred Contractors."
- Have a written substance abuse testing program in place that fulfills the requirements of §103.503, Wis. Stats., before commencing work on the project.

- Notify subcontractors that if DWD finds that a contractor or subcontractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.
- Apply to DWD for subjourney wage rates prior to employing these individuals on the project.
- Receive and retain a completed Affidavit of Compliance from each subcontractor brought on to the project before providing final payment to those subcontractors.
- Submit a completed Affidavit of Compliance to the contractor who brought the subcontractor on to the project before receiving final payment for the project.
- Maintain payroll records for 3 years that comply with §§66.0903(10)(a) or 103.49(5)(a), Stats. and DWD 274.06.
- Respond to requests from DWD or the project owner to provide payroll records and/or respond to prevailing wage complaints filed by employees or third parties.

For more information, visit the prevailing wage website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm. For further assistance, call the Equal Rights Division at 608-266-6861 and ask for prevailing wage.

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

Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination

Authorization for this form is provided under Sections 66.0903(9)(c), 66.0904(7)(c) and 103.49(4r)(c) 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].

This form must **ONLY** be filed with the **Awarding Agency** indicated below.

State Of)	Project Name	
	DWD Determination Number	Project Number (if applicable)
)SS	Date Determination Issued	Date of Contract
County Of)	Awarding Agency	
	Date Work Completed	

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- **I am** the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below and have recently completed all of the work required under the terms and conditions of a contract with the above-named awarding agency and make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(c), 66.0904(7)(c) or 103.49(4r)(c), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding agency.
- **I have** fully complied with all the wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- **I have** received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- **I have** full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- **I will** retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding agency indicated above.

Name of Corporation, Partnership, Sole Proprietorship, Business, State Agency or Local Governmental Unit				
Street Address	City	State	Zip Code	Telephone Number
Print Name of Authorized Officer			Date Signed	
Signature of Authorized Officer				

List of Agents and Subcontractors

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		

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

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Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

Authorization for this form is provided under Sections 66.0903(9)(b), 66.0904(7)(b) and 103.49(4r)(9b), 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, Section 15.04(1)(m), Wisconsin Statutes].

This form must **ONLY** be filed with the **Awarding Contractor** indicated below.

State Of _____))SS County Of _____)	Project Name	
	DWD Determination Number	Project Number (if applicable)
	Date Determination Issued	Date of Subcontract
	Awarding Contractor	
	Date Work Completed	

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- **I am** the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below. We have recently completed all of the work required under the terms and conditions of a subcontract with the above-named awarding contractor. We make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(b), 66.0904(7)(b) or 103.49(4r)(b), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding contractor.
- **I have** fully complied with the entire wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- **I have** received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- **I have** full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- **I will** retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding contractor.

Name of Corporation, Partnership, Sole Proprietorship, Business, State Agency or Local Governmental Unit				
Street Address or PO Box	City	State	Zip Code	Telephone Number ()
Print Name of Authorized Officer			Date Signed	
Authorized Officer Signature				

List of Agents and Subcontractors

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		
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Telephone Number ()			Telephone Number ()		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		

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

Request to Employ Subjourneyperson

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).

The employer indicated below requests that the Department of Workforce Development (DWD) determine the prevailing wage rate(s) and related qualifications to enable such employer to use a subjourneyperson(s) on the following prevailing wage project, in accordance with the provisions of Section DWD 290.025, Wisconsin Administrative Code.

1. Name of Project Appearing on the Project Determination			
County		City, Village or Town	
DWD Project Determination Number		Project Number (if applicable)	
2. Job Classification(s) for which you request a subjourney rate (i.e., carpenter, electrician, plumber, etc.)			
a.		b.	
c.		d.	
3. Employer Name (Print)		Requester Name (Print)	
Address		City	State Zip Code
Telephone Number ()		Requester Title	
Email address (if you prefer to receive your response via email)		Fax Number (if you prefer to receive your response via fax) ()	

READ CAREFULLY: I understand that this request is ONLY applicable to the project and job classification(s) listed above and that subjourney employees primarily work under the direction of and assist a skilled trade employee by frequently using the tools of a skilled trade and will NOT regularly perform the duties of a general laborer, heavy equipment operator or truck driver. If the subjourney employee regularly performs the work of a different trade or occupation, he/she will be compensated for such work at the applicable journey person prevailing wage rate. I agree to compensate subjourney employees in strict accordance with the directions received from the DWD.

Requester Signature	Date Signed
---------------------	-------------

MAIL the completed request to:
 EQUAL RIGHTS DIVISION, LABOR STANDARDS BUREAU
 PO BOX 8928, MADISON WI 53708

OR

FAX the completed request to: (608) 267-4592 / **DO NOT e-mail your request.**
 Call (608) 266-6861 for assistance in completing this form.

ADDITIONAL GENERAL PREVAILING WAGE LAW INFORMATION

(This document updated February 2014)

For prevailing wage laws and frequently asked questions, refer to the prevailing wage website at:
http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm

Topic	Who's affected?	Brief description of requirement under §66.0903 or §103.49
Non-applicability	All public entities	Prevailing wage rates do not apply to minor service or maintenance work, warranty work, or work under a supply and installation contract.
Non-applicability: Minor service or maintenance work	Local governmental units & Contractors	Minor service or maintenance work means a project of public works that is limited to <ul style="list-style-type: none"> • minor crack filling, chip or slurry sealing, or other minor pavement patching, not including overlays, that has a projected life span of no longer than 5 years or that is performed for a TOWN and is not funded under §86.31, regardless of projected life span; • the depositing of gravel on an existing gravel road applied solely to maintain the road; • road shoulder maintenance; • cleaning of drainage or sewer ditches or structures; or • any other limited, minor work on public facilities or equipment that is routinely performed to prevent breakdown or deterioration.
Non-applicability: Minor service or maintenance work	State agencies	Minor service or maintenance work means a project of public works that is limited to <ul style="list-style-type: none"> • minor crack filling, chip or slurry sealing, or other minor pavement patching, not including overlays, that has a projected life span of no longer than 5 years; • cleaning of drainage or sewer ditches or structures; or • any other limited, minor work on public facilities or equipment that is routinely performed to prevent breakdown or deterioration.
Non-applicability: Supply & installation contract	All public entities	Supply and installation contract means a contract under which the material is installed by means of simple fasteners or connectors such as screws or nuts and bolts and no other work is performed on the site of the project of public works, and the total labor cost to install the material does not exceed 20 percent of the total cost of the contract.
Non-applicability: Work which a contractor or individual donates to a public entity	All public entities	Prevailing wage laws §§66.0903 & 103.49, Stats., do not apply to work performed on a project of public works for which the local governmental unit or the state or the state agency contracting for the project is not required to compensate any contractor, subcontractor, contractor's or subcontractor's agent, or individual for performing the work.

Topic	Who's affected?	Brief description of requirement under §66.0903 or §103.49
Non-applicability: Residential	All public entities	A prevailing wage rate determination is not required for the erection, construction, repair, remodeling, or demolition of a residential property containing 2 dwelling units or less.
Non-applicability: Residential subdivision infrastructure	All public entities	A prevailing wage rate determination is not required for a road, street, bridge, sanitary sewer, or water main project that is a part of a development in which at least 90 percent of the lots contain or will contain 2 dwelling units or less, as determined by the local governmental unit at the time of approval of the development, and that, on completion, is acquired by, or dedicated to, a local governmental unit (including under §236.13(2), Stats.), or the state, for ownership or maintenance by the local governmental unit or the state.
Electronic certified payroll record	Contractors	The requirement that every contractor on a prevailing wage project submit to DWD monthly a certified record of employees who worked on the project and that DWD post these certified records on its Internet website was discontinued effective July 1, 2011. Contractors are still required to maintain payroll records and provide them upon request from DWD &/or the project owner.
Payroll record inspection request by any person	Contractors & Complainants	Any person may request DWD to inspect the payroll records of any contractor working on a prevailing wage project. On receipt of such a request, the contractor must submit to DWD a certified record of its payroll records, other than personally identifiable information relating to an employee of the contractor, for no longer than a 4-week period. DWD may request records from a contractor under this provision no more than once per calendar quarter for each project of public works on which the contractor is performing work. The department may not charge a requester a fee for obtaining that information. DWD must make these certified records available for public inspection.
Statewide uniformity	Local governmental units	A local governmental unit may not enact & administer a prevailing wage ordinance/provision for public works or publicly funded private construction projects. Any extant laws to that effect are void.
Substance Abuse Testing	Contractors & Workers	Before commencing work on a prevailing wage project, a contractor must have a written substance abuse testing program in place that complies with §103.503, Wis. Stats. No employee may use, possess, attempt to possess, distribute, deliver, or be under the influence of a drug or under the influence of alcohol while performing work on a prevailing wage project.

Topic	Who's affected	Brief description of requirement under §66.0903 or §103.49
Covered employees	Truck drivers & Other workers & Contractors	<p>A laborer, worker, mechanic, or truck driver who is employed to process, manufacture, pick up, or deliver materials or products from a commercial establishment that has a fixed place of business from which the establishment supplies processed or manufactured materials or products or from a facility that is not dedicated exclusively, or nearly so, to a project of public works is NOT entitled to receive the prevailing wage rate UNLESS any of the following applies:</p> <ol style="list-style-type: none"> 1) the laborer, worker, mechanic, or truck driver is employed to go to the source of mineral aggregate such as sand, gravel, or stone and deliver that mineral aggregate to the site of a project of public works by depositing the material directly in final place, from the transporting vehicle or through spreaders from the transporting vehicle. 2) the laborer, worker, mechanic, or truck driver is employed to go to the site of a project of public works, pick up excavated material or spoil from the site of the project, and transport that excavated material or spoil away from the site of the project.

DRAFT

SUBMITTAL LOG (02/18/14)
 Products, Shop Drawings, Mock-ups, Training, Attic Stock, Warranties

PROJECT NAME:	TYPE OF SUBMITTAL CODE
PROJECT NO:	AT = Attic Stock SA = Samples R = Reviewed
CONTRACTORS:	OM = Oper/Maint. SD = Shop Drawings C = Reviewed w/ com
	PD = Product Data TC = Tests/Certif. X = Rejected
	RP = Reports WR = Warranty

Date Contractor will Submit	Date Rec'd	Spec Section	Submittal Type	Title	Manufacturer/ Supplier/Contractor	No. Rec'd	Referred To	Date Sent	No. Sent	Date Ret'd	Action	Date Ret'd to Contractor
		01 00 00		<i>DIVISION 01 - GENERAL REQUIREMENTS</i>								
		GC Art #8		Prof of permits, licenses and approvals								
mm/dd/yy		GC Art #13		Contractor - 60 day initial schedule								
		GC Art #13		Contractor - full project schedule								
		GC Art #15		Quality Control Plan								
		GC Art #19		Work Reports								
		GC Art #23		Contractor Written Req - Subst Completion-Insp								
		GR Art #33		Operation and Maintenance Manuals and Instructions								
		GR Art #36		Erosion Control and Storm Water Management								
		GR Art #39		Guarantee Documents / Individual Divisions								
		GR Art #40		Record Documents - marked up as-builts								
		01 74 19		Construction Waste Management (CWM) Plan								
				Summary of CWM Progress Reports								
				Summary of CWM Final Documentation								
		01 91 00		COMMISSIONING - SEE Cx LOG								
		02 00 00		<i>DIVISION 02 - EXISTING CONDITIONS</i>								
		03 00 00		<i>DIVISION 03 - CONCRETE</i>								
		04 00 00		<i>DIVISION 04 - MASONRY</i>								
		05 00 00		<i>DIVISION 05 - METALS</i>								
		06 00 00		<i>DIVISION 06 - WOOD, PLASTIC & COMPOSITES</i>								
		07 00 00		<i>DIVISION 07 - THERMAL & MOIST. PROTECT.</i>								
		08 00 00		<i>DIVISION 08 - OPENINGS</i>								
		09 00 00		<i>DIVISION 09 - FINISHES</i>								

SUBMITTAL LOG (02/18/14)
 Products, Shop Drawings, Mock-ups, Training, Attic Stock, Warranties

PROJECT NAME:	TYPE OF SUBMITTAL CODE		
PROJECT NO:	AT = Attic Stock	SA = Samples	R = Reviewed
CONTRACTORS:	OM = Oper/Maint.	SD = Shop Drawings	C = Reviewed w/ com
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Date Contractor will Submit	Date Rec'd	Spec Section	Submittal Type	Title	Manufacturer/Supplier/Contractor	No. Rec'd	Referred To	Date Sent	No. Sent	Date Ret'd	Action	Date Ret'd to Contractor
		10 00 00		<i>DIVISION 10 - SPECIALTIES</i>								
		11 00 00		<i>DIVISION 11 - EQUIPMENT</i>								
		12 00 00		<i>DIVISION 12 - FURNISHINGS</i>								
		13 00 00		<i>DIVISION 13 - SPECIAL CONSTRUCTION</i>								
		14 00 00		<i>DIVISION 14 - CONVEYING EQUIPMENT</i>								
		21 00 00		<i>DIVISION 21 - FIRE SUPPRESSION</i>								
		22 00 00		<i>DIVISION 22 - PLUMBING</i>								
		23 00 00		<i>DIVISION 23- HVAC</i>								
		26 00 00		<i>DIVISION 26 - ELECTRICAL</i>								
		27 00 00		<i>DIVISION 27 - COMMUNICATIONS</i>								
		28 00 00		<i>DIVISION 28 - ELECT. SAFETY & SECURITY</i>								
		31 00 00		<i>DIVISION 31 - EARTHWORK</i>								
		32 00 00		<i>DIVISION 32 - EXTERIOR IMPROVEMENTS</i>								
		33 00 00		<i>DIVISION 33 - UTILITIES</i>								

*** END OF DOCUMENT ***

SUBMITTAL LOG (02/18/14)
Products, Shop Drawings, Mock-ups, Training, Attic Stock, Warranties

PROJECT NAME:	TYPE OF SUBMITTAL CODE	ACTIONS
PROJECT NO:	AT = Attic Stock SA = Samples	R = Reviewed
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Date Contractor will Submit	Date Rec'd	Spec Section	Submittal Type	Title	Manufacturer/Supplier/Contractor	No. Rec'd	Referred To	Date Sent	No. Sent	Date Ret'd	Action	Date Ret'd to Contractor	Remarks
		01 00 00		<i>DIVISION 01 - GENERAL REQUIREMENTS</i>									
		GC Art #8		Prof of permits, licenses and approvals									
mm/dd/yy		GC Art #13		Contractor - 60 day initial schedule									Due 14 days from NTP
		GC Art #13		Contractor - full project schedule									
		GC Art #15		Quality Control Plan									
		GC Art #19		Work Reports									
		GC Art #23		Contractor Written Req - Subst Completion-Insp									
		GR Art #33		Operation and Maintenance Manuals and Instructions									
		GR Art #36		Erosion Control and Storm Water Management									
		GR Art #39		Guarantee Documents / Individual Divisions									
		GR Art #40		Record Documents - marked up as-builts									
		01 74 19		Construction Waste Management (CWM) Plan									GR Art #38
				Summary of CWM Progress Reports									
				Summary of CWM Final Documentation									
		01 91 00		COMMISSIONING - SEE Cx LOG									
		02 00 00		<i>DIVISION 02 - EXISTING CONDITIONS</i>									
		03 00 00		<i>DIVISION 03 - CONCRETE</i>									
		04 00 00		<i>DIVISION 04 - MASONRY</i>									
		05 00 00		<i>DIVISION 05 - METALS</i>									
		06 00 00		<i>DIVISION 06 - WOOD, PLASTIC & COMPOSITES</i>									
		07 00 00		<i>DIVISION 07 - THERMAL & MOIST. PROTECT.</i>									
		08 00 00		<i>DIVISION 08 - OPENINGS</i>									
		09 00 00		<i>DIVISION 09 - FINISHES</i>									

SUBMITTAL LOG (02/18/14)
 Products, Shop Drawings, Mock-ups, Training, Attic Stock, Warranties

PROJECT NAME:	TYPE OF SUBMITTAL CODE	ACTIONS
PROJECT NO:	AT = Attic Stock SA = Samples	R = Reviewed
CONTRACTORS:	OM = Oper/Maint. SD = Shop Drawings	C = Reviewed w/ comments
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Date Contractor will Submit	Date Rec'd	Spec Section	Submittal Type	Title	Manufacturer/Supplier/Contractor	No. Rec'd	Referred To	Date Sent	No. Sent	Date Ret'd	Action	Date Ret'd to Contractor	Remarks
		10 00 00		<i>DIVISION 10 - SPECIALTIES</i>									
		11 00 00		<i>DIVISION 11 - EQUIPMENT</i>									
		12 00 00		<i>DIVISION 12 - FURNISHINGS</i>									
		13 00 00		<i>DIVISION 13 - SPECIAL CONSTRUCTION</i>									
		14 00 00		<i>DIVISION 14 - CONVEYING EQUIPMENT</i>									
		21 00 00		<i>DIVISION 21 - FIRE SUPPRESSION</i>									
		22 00 00		<i>DIVISION 22 - PLUMBING</i>									
		23 00 00		<i>DIVISION 23- HVAC</i>									
		26 00 00		<i>DIVISION 26 - ELECTRICAL</i>									
		27 00 00		<i>DIVISION 27 - COMMUNICATIONS</i>									
		28 00 00		<i>DIVISION 28 - ELECT. SAFETY & SECURITY</i>									
		31 00 00		<i>DIVISION 31 - EARTHWORK</i>									
		32 00 00		<i>DIVISION 32 - EXTERIOR IMPROVEMENTS</i>									
		33 00 00		<i>DIVISION 33 - UTILITIES</i>									

*** END OF DOCUMENT ***

1 **DIVISION 1 - GENERAL REQUIREMENTS** (Rev 01/2014)

2 Division Project No. 11H2V

3
4
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10 5. Hazardous Substances – Asbestos and Lead
11 6. Soil Test Borings
12 7. Mutual Responsibility
13 8. Project Meetings
14 9. Sleeves and Openings
15 10. Cutting and Patching
16 11. Manufacturer's Directions
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19 14. Field Offices
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42 37. Air Quality Management
43 38. Construction Waste Management
44 39. Guarantee Documents
45 40. Record Documents

46
47
48 **1. DEFINITIONS**

49 In this document, the following terms are defined as:

50
51 (a) "Mechanical, electrical, or plumbing subcontractor" ("MEP Subcontractor") is a contractor that
52 performs mechanical (Heating, Ventilating, and Air Conditioning), electrical, plumbing, or fire protection (fire
53 suppression) work for the Project, and enters into a contract with the General Prime Contractor to perform their
54 division of work.

55
56 (b) "Qualified bidder" means a contractor that the department certifies under Wis. Stat. s. 16.855(9m)(b)1.

57
58 (c) "Qualified responsible bidder" means a contractor who is a qualified bidder and who is a responsible
59 bidder.

1
2 (d) "Responsible bidder" means a contractor that the department certifies under Wis. Stat. s.
3 16.855(9m)(b)2.

4
5 (e) "Single prime contracting" means bidding and contracting through a process in which only a general
6 prime contractor has a contractual relationship with the state and all mechanical, electrical, or plumbing
7 subcontractors are identified by the department and are subcontractors to the General Prime Contractor.

8
9 (f) "General Prime Contractor" is a contractor that enters into a contract with the state to perform all work
10 as required by the Contract Documents and enters into contracts with subcontractors including MEP
11 Subcontractors identified by DFD.

12
13 (g) "Non-MEP Subcontractor" is a subcontractor to a General Prime Contractor in divisions of work other
14 than mechanical, electrical, plumbing, and fire protection. This includes suppliers and installers to the General
15 Prime Contractor.

16
17 (h) "Subcontractor" is all subcontractors on a project. This includes MEP Subcontractors, subcontractors to
18 the MEP Subcontractors, and Non-MEP Subcontractors.

19
20 (i) "Contractor" is all contractors working on a project regardless of contractual relationship. This includes
21 the General Prime Contractor, MEP Subcontractors, Non-MEP Subcontractors, and all Subcontractors,
22 regardless of tier of subcontract.

23 24 **2. GENERAL**

25 All articles in these General Requirements are applicable to all Divisions and Sections of the Work included
26 herein. The Conditions of the Contract, General Conditions and Supplementary General Conditions, and these
27 General Requirements shall apply with equal force and effect to the General Prime Contractor and all
28 Subcontractors engaged in this work.

29
30 Contractor or the Contractor's authorized representative must be present to accept delivery of all equipment and
31 material shipments. DFD 's representatives will not knowingly accept, unload or store anything delivered to the
32 site for the Contractor's use. Inadvertent acceptance of delivered items by any representative or employee of the
33 State shall not constitute acceptance or responsibility for any of the materials or equipment. It is the
34 Contractor's responsibility to assume liability for equipment or material delivered to the job site.

35
36 The Contractor is responsible for locating adequate on-shore laydown yard/area sufficient to support his/their
37 project operations. The Wisconsin Central Limited (WCL) property located west of the Contract Boundary is a
38 potential option for the Contractor. The Contractor must provide E-Rail safe training (CN) for workers and all
39 subcontractors. If the Contractor elects to use the WCL property, refer to specific details and forms located in
40 Appendix A.

41 42 43 **3. SPECIAL SITE CONDITIONS**

44 Confine all operations, equipment, apparatus and storage of materials, to the immediate area of work to the
45 greatest possible extent. Contractor shall ascertain, observe and comply with all rules and regulations in effect
46 on the project site, including but not limited to parking and vehicular and/or marine traffic regulations, use of
47 walks, security restrictions and hours of allowable ingress and egress.

48
49 The Contractor shall take all measures necessary to become acquainted with the location of underground or
50 underwater services, utilities, structures, etc., which may be encountered or be affected by the Contractor's
51 work, and shall be responsible for damage caused by neglect to provide proper precautions or protection. As a
52 minimum to become acquainted with such underground or underwater appurtenances, the Contractor shall: 1)
53 Observe existing conditions visible at the site immediately prior to commencement of work; 2) Review
54 available site plans incorporated in the contract documents and/or provided by the A/E ; 3) Final check with the
55 A/E for additions to or changes from conditions indicated on site plans for the facility; and 4) Obtain input from
56 the "one-call system", the organization composed of all suppliers of utilities/services to or from the site.

57
58 Information pertaining to existing conditions that are described in the specifications or appear on the drawings,
59 is based on available records. While such data has been collected with reasonable care, there is no expressed or
60 implied guarantee that conditions so indicated are entirely representative of those actually existing. This

1 information is provided to inform the Contractor of known, existing conditions so that due diligence is taken by
2 the Contractor to avoid damage. Where site observation or documents indicate existing underground
3 utilities/services in close proximity (typically within four feet horizontally and/or four feet vertically) to
4 necessary new construction work, the Contractor shall be responsible to test, probe or otherwise determine exact
5 locations so as to prevent damage to such utilities/services.
6

7 Existing pipes, electrical work, and all other utilities encountered, which may interfere with new work, shall be
8 re-routed, capped, cut off, in accordance with the Bidding and Contract Documents.
9

10 **4. INSPECTION OF SURFACES**

11 Contractor shall obtain complete data at the site and inspect surfaces that are to receive the Work before
12 proceeding with demolition and any work under this contract.
13

14 Contractor shall notify A/E in writing in case of discrepancies between existing work and drawings, and of any
15 defects in such surfaces that are to receive the Contractor's work. The A/E will evaluate the notice and direct
16 what remedial action will be taken.
17

18 Starting of work implies acceptance of existing work or the work of others. Removal and replacement of work
19 applied to defective surfaces, in order to correct defects, shall be done at the expense of the Contractor who
20 applied work to defective surfaces.
21

22 **5. HAZARDOUS SUBSTANCES – ASBESTOS AND LEAD**

23 Airborne asbestos fibers and lead compounds, if encountered, have been determined to be hazardous to one's
24 health. Compliance with all possible applicable regulations is the Contractor's responsibility. Contractor shall
25 not provide or install any product that contains any amount of asbestos.
26

26 ASBESTOS

27 Contractor's attention is directed to WAC NR 447, DHS 159 and the Occupational Safety and Health Act
28 (OSHA) in general, part 1926.1101--ASBESTOS in particular. Contractor is responsible for compliance with all
29 applicable regulations when the work includes fastening to or coring through Asbestos Containing Materials
30 (ACM) and disturbance of asbestos containing caulking, mastics and sealants. Unless otherwise indicated, all
31 caulking, sealants, glazing compounds, gaskets, asphalt roofing materials and miscellaneous adhesives are
32 assumed to contain asbestos and are considered to be Category I non-friable ACM as defined in NR 447. Waste
33 material containing Category I non-friable ACM, is regulated as Construction and Demolition (C&D) waste and
34 may be disposed of at a Department of Natural Resources (DNR) approved C &D waste landfill. If
35 Contractor's work methods cause non-friable ACM to become friable, the Contractor is responsible for the
36 disposal of the friable asbestos waste at a landfill specifically approved by DNR to accept friable asbestos. A
37 copy of the signed waste manifest for the disposal of all friable asbestos waste shall be provided to DFD prior to
38 request for final payment.
39

40 Note: The State will remove and dispose of known ACM under a separate contract.
41

42 Porlier Street Swing Bridge – Green Bay
43

44 The following building materials have been identified to asbestos containing material (ACM):
45

46 Friable Asbestos Containing Materials:

47 Window pane glazing compound-east control building (to be removed by State's abatement contractor)
48

49 Category II Non-Friable Asbestos Containing Materials:

50 Transite electrical components in east control building and free standing electrical panel (to be removed by
51 State's abatement contractor)
52

53 Category I Non-Friable Asbestos Containing Materials:

54 See Category I materials assumed to be asbestos listed in paragraph above, which includes assumed asphalt
55 based roofing shingles, felt and mastic (approximately 150 square feet) on control buildings and tested asbestos
56 coating on top of top select pilings (approximately 200 square feet)
57

58 The following building materials have been identified to be non-asbestos containing materials (NON-ACM):
59

Coating on railroad ties

1 Gasket/rope on bridge span-center
2 Grout between steel base and concrete rest-pier-east

3
4 Lead Based Paint

5 Existing paint is assumed to contain lead. Conform with OSHA and EPA recommended worker safety
6 requirements when removing lead based paint or material bearing lead based paint or material contaminated
7 with lead by the demolition process. Contractor's attention is directed to the Occupational Safety and Health
8 Act (OSHA) in general and particularly to 29 CFR 1910 (LEAD STANDARD) and to CFR 1926 (LEAD
9 EXPOSURE IN THE CONSTRUCTION INDUSTRY). Dispose of refuse containing lead based paint or
10 contaminated with lead by the demolition process in conformance with State of Wisconsin Hazardous Waste
11 Regulations set forth by the Department of Natural Resources and in conformance with OSHA and EPA
12 recommended worker safety requirements.

13
14 Contractor is responsible for management of paint flakes/chips that are released from the bridge structure to
15 prevent: spreading downstream in the river, depositing on riverbanks or sediments, and from uncontrolled
16 releases in the environment. This can be performed by full abatement prior to demolition or through control
17 measures during demolition.

18
19 The Cardinal Environmental Regulated Material Surevy Report report for work conducted by the State is
20 included in Appendix E of this document.

21
22 **6. SEDIMENT TEST BORINGS**

23 The Fox River sediment was sampled on April 11, 2012 by FOTH and analyzed by Pace Analytical. The
24 results of the investigation are provided in Appendix C and reflect the sediment conditions in 2012. Although
25 we have no reason to believe the results would be different, we cannot confirm the current conditions are
26 similar to that in 2012. The Contractor shall be responsible for confirming the sediment conditions.

27
28 Test cores have been made and boring data has been provided in Appendix C, FOTH Outputs; however these
29 records do not form a part of the contract documents, but are provided for information only. The A/E nor DFD
30 guarantee continuity of conditions indicated at the core locations. The Contractor must interpret the sediment
31 core data and be satisfied as to the material to be removed and materials upon which fill or other materials may
32 be placed.

33
34 **7. MUTUAL RESPONSIBILITY**

35 **None**

36
37 **8. PROJECT MEETINGS**

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

41
42 The Architect/Engineer or a representative thereof will write a report covering all items discussed and decisions
43 reached and copy of such report distributed to all parties involved.

44
45 **9. SLEEVES AND OPENINGS**

46 **None**

47
48 **10. CUTTING AND PATCHING**

49 **None**

50
51 **11. MANUFACTURER'S DIRECTIONS**

52 **None**

53
54 **12. LAYOUT**

55 The Contractor shall immediately upon entering the site for purpose of beginning work, locate general reference
56 points and take such action as is necessary to prevent their destruction. Each Contractor shall provide a plan for
57 review describing how they intend to manage moored vessels and barges, as required by appropriate governing
58 agency (i.e. United States Coast Guard or United States Army Corps of Engineers) and other work executed
59 under its Contract. Each Contractor must exercise proper precaution to verify dimensions on the drawings

1 before laying out work and will be held responsible for any error resulting from failure to exercise such
2 precaution.

3
4 The Contract Boundary furnished by the State, has been established as shown on the drawings. Other grades,
5 lines, levels and benchmarks, shall be established and maintained by the Contractor, who shall be responsible
6 for them.

7
8 The Contractor shall verify locations and dimensions as shown on drawings and report any errors or
9 inconsistencies to the A/E before commencing work. Starting of work by the Contractor shall imply
10 acceptance of existing conditions.

11
12 **13. SUPERVISION**

13 The Contractor shall take complete charge of the work under this contract and coordinate the work of all
14 Trades, if any, on the project.

15
16 **14. FIELD OFFICES**

17 The General Prime Contractor shall provide and maintain a temporary watertight office. The office shall be
18 equipped with a plan rack and suitable table for examination of plans.

19
20 Exterior of offices shall be of neat appearance, and if deemed necessary by DFD, shall be painted to achieve
21 such appearance; heat offices during cold weather; provide each office with at least one glazed movable
22 window and one door with a cylinder lock and latch set.

23
24 Provide and maintain artificial light, minimum of 40 foot-candles, and two duplex outlets where directed.
25 Provide screen door and window screens if requested. When directed, move the office into a suitable area in the
26 building.

27
28 If other offices are provided, they will be located as agreed to by the Contractor and approved by DFD.

29
30 **15. STAIRS AND SCAFFOLDS**

31 The General Prime Contractor shall:

32
33 Furnish and maintain equipment such as temporary stairs, fixed ladders, ramps, chutes, runways and the like as
34 required for proper execution of work by all trades, and shall remove them on completion of the work.

35
36 Erect permanent stair framing as soon as possible, as necessary. Provide stairs with temporary treads, handrails,
37 and shaft protection.

38
39 Contractors requiring scaffolds shall make arrangements with the General Prime Contractor, or shall provide
40 their own and remove them on completion of the work.

41
42 **16. HOISTS, ELEVATORS, CRANES, BARGES AND BOATS**

43 Each separate contractor shall provide their own barges and boats as a method of conveyance for equipment,
44 personnel, waste and recycled material to and from the Contract Boundary and the lay down area.

45
46 Each separate contractor shall provide and pay for its own hoist/crane or other apparatus necessary for
47 unloading/setting or moving their equipment and materials. Installation and removal of equipment for this
48 activity must be accounted for in the Project Schedule.

49
50 Equipment and operations for this activity shall comply with applicable Department of Safety and Professional
51 Services and OSHA requirements. No material hoist may be used to transport personnel unless it meets
52 Department of Safety and Professional Services and OSHA requirements for that purpose.

53
54 Contractors shall provide any protection required, temporary or long term, to prevent damage to work in place
55 or in progress. When hoisting activity results in such damage, the responsible contractor shall pay for cleaning,
56 repair or replacement of material or equipment as determined by DFD.

1 At their own discretion, two or more contractors may agree to use common hoisting facilities. Under such
2 arrangements, the allocation of costs, access and scheduling and all other details of the agreement are the
3 responsibility of the contractors involved.
4

5 **17. SIGNS**

6 No project sign required.
7

8 No individual advertising signs, plaques or credits, temporary or permanent, will be permitted on the building or
9 premises, except the name of the Contractor on Contractor's office or material shed.
10

11 **18. FENCE FOR ON-LAND OPERATIONS**

12 The General Prime Contractor shall provide a neat appearing protective fence as required to maintain site
13 security and control measures of on land operations as discussed in Section 02 82 20 Security and Site Control
14 of these specifications. The fence shall be constructed of standard studded T-Posts of sufficient length for line
15 posts and spaced not to exceed 8'-0" apart. Corner posts and gate posts are to be galvanized steel pipe of not
16 less than 2 1/2" o.d. and shall be properly braced. A 8-foot chain-link fence shall be securely fastened to the
17 supports. Plastic fencing is not acceptable. Provide gates, properly constructed and braced, complete with
18 hinges, hasps, and padlocks in number and location required for proper control, delivery and distribution of
19 material and equipment. Gate posts shall be adequately back tied and anchored to insure a rigid installation.
20 All protective fencing shall be maintained in an upright, orderly fashion throughout the construction schedule.
21 In areas where existing trees are to be protected, the area inside the protective fencing shall not be used for any
22 purpose related to construction activities, such as material storage, vehicle parking, portable toilets, or other
23 disruptive activities that would result in damage of any kind to the site inside the fence.
24

25 **19. ROADWAY FOR ON-LAND OPERATIONS**

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

33 **20. TOILETS**

34 The General Prime Contractor shall provide and maintain sanitary temporary toilets, located where directed by
35 the A/E, in sufficient number required for the force employed. The toilets shall comply with International
36 Building Code Chapter 29 on Plumbing Systems. Toilets shall be self-contained chemical type.
37

38 The General Prime Contractor shall maintain the temporary toilets in a sanitary condition at all times and shall
39 supply toilet paper until completion of the job.
40

41 **21. TELEPHONES**

42 It is expected that each contractor have access to their own cell phone for their own use. No additional
43 telephone service will be provided
44

45 **22. WATER SUPPLY**

46 The General Prime Contractor shall supply all water (potable and non-potable) required for the duration of the
47 project. The General Prime Contractor shall utilize appropriate Plumbing Trade as necessary to complete this
48 task.
49

50 The General Prime Contractor shall prevent waste of water and shall maintain valves, connections, and hoses in
51 perfect condition, at all times.
52

53 The Contractor shall pay cost of water used.
54

55 **23. TEMPORARY ELECTRICAL WORK**

56 The General Prime Contractor shall make all arrangements with the local utility company for metered electrical
57 service, pay for the installation of all temporary service to utility point of termination, as determined by the
58 Contractor, and upon completion of project, pay for removal of temporary service. The service shall be
59 120volt, 200 amps.

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

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

The General Prime Contractor shall pay for all electrical energy consumed for construction purposes for all trades including temporary offices, for operation of ventilating equipment, for heating of building, and for testing and operating of all equipment. The General Prime Contractor shall continue to pay for energy used until substantial completion even though equipment has been connected to the permanent wiring.

The General Prime Contractor shall provide meter base and wiring to point of utility termination, provide main fused service switch, and fused or breaker distribution panel(s). The General Prime Contractor shall also provide, at no cost to others, all lamps, wiring, switches, sockets and similar equipment required for temporary system until substantial completion. Upon completion of the project, the General Prime Contractor shall remove the temporary system.

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

The General Prime Contractor shall furnish their own shock resistant extension cords and lamps.

24. COLD WEATHER PROTECTION

None

25. ENCLOSURE

None

26. TEMPORARY HEAT

None

27. FIRE PROTECTION

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

28. WATCHPERSONS

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

29. STORAGE OF MATERIALS

Contractor shall confine equipment, apparatus, storage of materials and operations to limits of the Contract Boundary or lay-down area or by specific direction of the A/E and shall not bring material onto the site until they are needed for the progress of the work.

The storage of materials shall be in strict accordance with the instructions of the A/E.

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

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

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

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

The Contractor shall allot space to others for storage of their materials.

Should it be necessary at any time to move material sheds or storage platforms, the Contractor shall move same at the Contractor's expense, when directed by the A/E.

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

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

30. PROTECTION OF FINISHED CONSTRUCTION

None

31. PROTECTION IN GENERAL

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

Temporary pumps required for pumping water and/or sediments from the Fox River or from any other adjacent location shall be provided by the General Prime Contractor, including temporary connections. The General Prime Contractor shall remove temporary pumps and connections when approved by the A/E.

The General Prime Contractor shall:

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

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

Provide and maintain proper shoring and bracing to prevent earth from caving or washing into the Fox River. Provide temporary protection around openings through floors and roofs, stairwells, and edge of bridge decking or concrete piers.

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

Provide protection against rain, snow, wind, ice, storms, or heat to maintain all work, materials, apparatus, and fixtures, incorporated in the work or stored on the site, free from injury or damage. At the end of the day's work, cover all new work likely to be damaged.

Repair or replace damaged property in order to return it to its original condition. Damaged lawns shall be replaced with sod.

Protect materials, work and equipment, not normally covered by above protection, until project is substantially complete.

1 Take all necessary precautions to protect the State's property as well as adjacent property, including trees,
2 shrubs, buildings, sanitary and storm sewers, water piping, gas piping, electric conduit or cable, etc., from any
3 and all damage which may result due to work on this project.
4

5 Repair work outside of the Contract Boundary in accordance with the requirements of the authority having
6 jurisdiction.
7

8 Repair any work, damaged by failure to provide proper and adequate protection, to its original state to the
9 satisfaction of DFD or remove and replace with new work at the Contractor's expense.
10

11 **32. CLEANING AND WASTE DISPOSAL**

12 Contractor shall be responsible for all cleaning required within the technical sections of the specifications
13 governing work under the Contractor's jurisdiction as well as for keeping all work areas, passageways, ramps,
14 stairs and all other areas of the premises free of accumulation of surplus materials, rubbish, debris and scrap
15 which may be caused by the Contractor's operations or that of the Subcontractors.
16

17 Remove rubbish, debris and scrap promptly upon its accumulation and in no event later than the end of each
18 week.
19

20 Combustible waste shall be removed immediately or stored in fire resistive containers until disposed of in an
21 approved manner.
22

23 No burning of rubbish or debris will be allowed at the site. Rubbish, debris and scrap shall not be thrown
24 through any window or other opening, or dropped from any great height; it shall be conducted to the ground, to
25 waiting truck(s) or removable container(s) by means of approved chutes or other means of controlled
26 conveyance.
27

28 Scrap lumber shall have all nails withdrawn or bent over; shall be neatly stacked, or removed from the premises.
29

30 Spillages of oil, grease or other liquids which could cause a slippery or otherwise hazardous situation or stain a
31 finished surface, shall be cleaned up immediately.
32

33 Waste materials removed from the site shall be managed by the contractor and disposed of in accordance with
34 all applicable laws, regulations, codes, rules, and standards. Materials that meet the definition of a hazardous
35 waste (Wis. Admin. Code NR 600) shall be disposed through the State's hazardous waste service contract (State
36 Bulletin #15-99145-00), unless otherwise directed in writing by DFD. The Contractor shall prepare all
37 hazardous wastes for transport and disposal. Arrangements for disposal shall be coordinated through the A/E.
38 Charges for transport and disposal of hazardous waste by the State's hazardous waste service contractor will be
39 paid directly by the State. Other materials such as soil, debris, sludge, water, etc. generated by project activities
40 which may contain constituents exceeding federal, state, or local environmental cleanup standards must not be
41 removed from the site, or treated and disposed on site without prior written approval of DFD. DFD will provide
42 a list of acceptable offsite disposal or treatment facilities for disposal by Contractor. Other unused or discarded
43 materials may be treated as solid waste. Facilities for recycle, disposal or landfill of such items shall be
44 approved by DFD prior to removal from the site.
45

46 If rubbish and debris is not removed, DFD reserves the right to have said work done by others and the related
47 cost(s) will be deducted from monies due the Contractor.
48

49 **33. OPERATING AND MAINTENANCE MANUALS AND INSTRUCTIONS**

50 None
51

52 **34. TESTS AND ADJUSTMENTS**

53 None
54

55 **35. LOOSE AND DETACHABLE PARTS**

56 None
57

1 **36. EROSION CONTROL AND STORM WATER MANAGEMENT**

2 In accordance with state law, where applicable, and what the Department of Administration believes to be good
3 soil conservation practices and pollution prevention, the General Prime Contractor shall be governed by the
4 following:

5
6 The General Prime Contractor hereby covenants to maintain all project grounds, public streets and associated
7 areas, including fill areas in a manner consistent with state laws and the general policy to conserve soil and soil
8 resources, and to control and prevent soil erosion and to control and prevent siltation into waters of the state.
9 This clause is to be liberally construed to further the above stated objectives. The following shall include, but
10 not limit areas in which control is to be executed:

11
12 Erosion Control Plan: Contractor to develop and implement an erosion control plan for the project and maintain
13 erosion control practices throughout the demolition period. Erosion Control plan to be submitted to DFD for
14 approval prior to installation. Modifications to the erosion control plan, addressing phases of construction shall
15 be the responsibility of the General Prime Contractor. Erosion control practices that are compromised as the
16 result of demolition activity shall be returned to their functioning state by the end of the current work day.
17 Where applicable, erosion control practices shall comply with Chapters NR 151 and 216, Wis. Adm. Code.
18 The Erosion Control plan should specifically address how the Contractor intends to limit sediment transport
19 from the effects of piling and pier removals.

20
21 Stockpiling: Materials, including rock or riprap shall be stored and protected in a manner that will prevent
22 runoff of material from the stockpiles into streets, drainage facilities, storm sewer systems, or waters of the state
23 in the event of rain.

24
25 Soil Erosion and Erodible Materials: Take positive measures to prevent soil erosion from the Contract
26 Boundary and areas disturbed by the creation of on-land lay-down area, demolition, or related activities by
27 employing such means as seed and mulch, mulches, intercepting embankments and berms, sedimentation
28 basins, ditch checks, riprap, erosion mats, silt fence, silt curtains, approved polyacrylamides, inlet protection, or
29 other temporary erosion control devices or methods.

30
31 Record Keeping: Maintain a copy of the current erosion control plan on site. Maintain maintenance records and
32 inspection logs on-site for erosion control and storm water management practices. Contractor shall provide
33 project representative with a weekly maintenance and inspection report.

34
35 Street Maintenance: Control the tracking of soil onto street and paved surfaces to a minimum. Any such
36 tracking shall be removed no less than on a daily basis.

37
38 Erosion control shall be installed and maintained in accordance with the WDNR approved technical standards
39 available at the following website:
40 <http://dnr.wi.gov/org/water/wm/nps/stormwater/techstds.htm>

41
42 Responsibility and authority for inspections are vested in the Department of Administration through the
43 Division of Facilities Development.

44
45 Responsibility and authority for maintaining records for NR 216 is the responsibility of the General Prime
46 Contractor.

47
48 **37. AIR QUALITY MANAGEMENT**

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

51
52 The General Prime Contractor shall establish the action plan, in cooperation with other contractor(s),
53 concerning implementation of air quality management on Ozone Action Days. This plan shall include
54 suspending work or modifying operations for all activities related to ozone, volatile organic compounds (VOC)
55 and nitrogen oxide emissions. These work activities include but are not limited to the following:

- 56 Limit equipment and vehicle refueling to after 6 pm.
57 Limit use of gasoline-powered vehicle and equipment.
58 Limit excessive idling of diesel-powered vehicle and equipment.
59 Limit large scale painting with VOC.

1 Limit large scale asphalt roofing and paving.
2 Limit and/or control all dust creating activities.
3

4 For information on air quality readings on Ozone Action Days refer to:
5 1-866-324-5924; or
6 <http://www.dnr.state.wi.us/org/aw/air/wisards/state.htm>
7

8 **38. DEMOLITION WASTE MANAGEMENT**

9 In accordance with the Department of Administration's management practice, all contractors shall reduce,
10 reuse, salvage, and/or recycle demolition waste to the extent that is feasible.
11

12 Prior to demolition activities, the General Prime Contractor, with input of all contractors and their
13 subcontractors, shall develop and submit a Waste Management Plan to DFD. The Waste Management Plan
14 includes but is not limited to the following:
15

- 16 1. A list of each material proposed to be salvaged, reused, or recycled, Materials to be included, at a
17 minimum, are the following:
18
 - 19 a. Concrete
 - 20 b. Metals from banding, stud trim, ductwork, piping, rebar, roofing, other trim, steel, iron,
21 galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
 - 22 c. Gypsum wallboard.
 - 23 d. Clean dimensional wood
 - 24 e. Wood doors and decking material
 - 25 f. Timber support pilings (treated or untreated)
 - 26 g. Acoustical ceiling tiles/panels
 - 27 h. Glass
- 28
- 29 2. Separation and Materials Handling Procedures: How waste materials (as identified above), will be
30 separated, cleaned (if necessary) and protected from contamination.
31
- 32 3. Hazardous wastes: Hazardous wastes shall be disposed of according to General Requirements
33 Article 31 "Cleaning and Waste Disposal".
34

35 The General Prime Contractor shall be responsible for coordination of separation, handling, recycling, salvage,
36 reuse, and return methods to be used by all contractors and for reporting the results of the Waste Management
37 Plan.
38

39 During the progress of the work, the General Prime Contractor shall report to the DFD, the quantity of each
40 material recycled, reused, or salvaged, and the receiving party. All contractors shall maintain a record of weight
41 tickets, manifests, receipts, and invoices for review by DFD on request.
42

43 At the completion of the project the General Prime Contractor shall submit a final summary of the progress
44 reports, including the percentage of recycled waste (weight or volume) to the quantity of waste that would have
45 been otherwise land filled.
46

47 The following resources are provided for information only, to aid the Contractor in managing the construction
48 waste:
49

50 Wisconsin Department of Natural Resources (DNR)
51 <http://dnr.wi.gov/topic/Demo/>
52

53 UW-Extension Solid and Hazardous Waste Education Center (SHWEC)
54 <http://www1.uwex.edu/ces/shwec/>
55

56 WasteCap Resource Solutions.
57 <http://www.wastecap.org/>
58

59 **39. GUARANTEE DOCUMENTS**

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

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40. RECORD DOCUMENTS

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

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

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

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

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APPENDIX A
CN PROPERTY ACCESS REQUIREMENTS

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IMPORTANT NOTICE

CORPORATIONS

License must be signed by the President or a Vice President of the Corporation or Company, or be accompanied by a certified resolution of the Board of Directors authorizing execution by a lesser official.

PARTNERSHIP

License must be signed by all of the partners.

MUNICIPALITIES OR GOVERNMENTAL AGENCIES

License must be accompanied by a certified resolution authorizing the official signing the License to execute on behalf of the Governmental Body. The resolution should not be certified by the same official who executed the License.

RIGHT OF ENTRY LICENSE AGREEMENT

Wisconsin Central Ltd. (hereinafter called Railroad Company) hereby grants pursuant to this Right of Entry License Agreement (hereinafter called License) to _____ (hereinafter called Licensee) license and permission, at Licensee's sole cost, risk and expense, to enter Railroad Company's property in the vicinity of 7th Street and South Broadway in Green Bay, Wisconsin, for purposes of access and for temporarily locating a job trailer and parking equipment for the demolition of the Fox River Swing Bridge on, over, and near Railroad Company's tracks and right-of-way.

Licensee shall not enter Railroad Company's premises for the purpose as set forth above without having first given Railroad Company's Engineering Manager or their authorized representative at least five (5) working days advance notice of the date Licensee plans to commence the work.

Railroad Company shall have the right, but not the duty, to require Licensee to furnish detailed plans prior to entry upon the premises and to view and inspect any activity or work on or above Railroad Company's property. If in the sole opinion of the authorized representative of Railroad Company any said activity or work is undesirable for any reason, Railroad Company shall have the right to terminate this License at once.

Railroad Company shall have the right, but not the duty, to restrict Licensee's activity on Railroad Company's property in any way that Railroad Company may, in its sole opinion, deem necessary from time to time and shall also have the right, but not the duty, to require Licensee to adopt and take any safety precautions that Railroad Company may, in its sole opinion, deem necessary from time to time. No work shall be performed or equipment located within twenty-five feet (25') of the centerline of the nearest railroad track without the expressed permission of Railroad Company's Engineering Manager or their duly authorized representative and then only when either the track has been removed from service or Railroad Company flag protection is provided.

Railroad Company may, at Licensee's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flag protection, and inspectors.

Licensee shall at all times conduct its work in accordance with any and all "Special Provisions" which may be appended hereto which, by reference hereto, are hereby made a part hereof.

AS A CONSIDERATION AND AS A CONDITION, WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, LICENSEE AGREES TO INDEMNIFY AND SAVE HARMLESS RAILROAD COMPANY, ITS PARENTS, AFFILIATES, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AND TO ASSUME ALL LIABILITY FOR DEATH OR INJURY TO ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS AND LICENSEES OF THE PARTIES HERETO, AND FOR ALL LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING, BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES HERETO, TOGETHER WITH ALL EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY RAILROAD COMPANY, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE

INDEMNIFICATION RIGHTS HEREBY CONFERRED, IN ANY MANNER OR DEGREE CAUSED BY, ATTRIBUTABLE TO OR RESULTING FROM THE EXERCISE OF THE RIGHTS HEREIN GRANTED, OR THE FAILURE OF LICENSEE TO CONFORM TO CONDITIONS OF THIS LICENSE, WORK PERFORMED BY RAILROAD COMPANY FOR LICENSEE UNDER THE TERMS OF THIS LICENSE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION OR REMOVAL OF ANY STRUCTURE INCIDENT THERETO, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THIS LICENSE, REGARDLESS OF ANY NEGLIGENCE OF RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES AND AGENTS. SAID LICENSEE AGREES ALSO TO RELEASE, INDEMNIFY AND SAVE HARMLESS RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES AND AGENTS FROM ALL LIABILITY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR PATRONS, RESULTING FROM RAILROAD OPERATIONS AT OR NEAR THE AREA IN WHICH LICENSE IS TO BE EXERCISED, WHETHER OR NOT THE DEATH, INJURY OR DAMAGE RESULTING THEREFROM MAY BE DUE TO WHOLE OR IN PART TO THE NEGLIGENCE OF RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES OR AGENTS. AT THE ELECTION OF RAILROAD COMPANY, LICENSEE, UPON NOTICE TO THAT EFFECT, SHALL ASSUME OR JOIN IN THE DEFENSE OF ANY CLAIM BASED UPON ALLEGATIONS PURPORTING TO BRING SAID CLAIM WITHIN THE COVERAGE OF THIS SECTION.

Before commencing work and until this License shall be terminated, Licensee shall provide and maintain the following insurance in form and amount with companies satisfactory to and as approved by Railroad Company.

- a. Statutory Workers Compensation and Employer's Liability insurance.
- b. Automobile Liability in an amount not less than \$1,000,000 dollars combined single limit.
- c. Comprehensive General Liability (occurrence form) in an amount not less than \$5,000,000 dollars per occurrence, with an aggregate limit of not less than \$10,000,000 dollars. The Policy must name Railroad Company and its Parents as additional insureds in the following form:

Wisconsin Central Ltd. and its Parents
Attn: Jackie Macewicz
1625 Depot Street
Stevens Point, WI
715-345-2503 (office)
Jackie.Macewicz@cn.ca

If the commercial general liability policy required herein contains any exclusions related to doing business or undertaking construction or demolition on, near, or adjacent to railroad facilities; such exclusion must be removed through issuance of endorsement CG 24 17, or a similar endorsement approved by Railroad Company in its sole discretion prior to the commencement of work hereunder.

- d. Pollution Liability Insurance shall be provided on a project/site specific basis when Railroad Company determines such is necessary for the purposes granted by this License.

Whenever required, pollution liability coverage shall be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$1,000,000 per occurrence and an aggregate limit of \$2,000,000.

If the scope of work as defined in this contract includes the disposal of any hazardous or non-hazardous materials from the job site, Licensee shall furnish to Railroad Company evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Before commencing work, Licensee shall deliver to Railroad Company a certificate of insurance evidencing the foregoing coverage, and upon request, Licensee shall deliver a certified, true and complete copy of the policy or policies at its sole cost and expense. The policies shall provide for not less than thirty (30) days prior written notice to Railroad Company of cancellation of or any material change in, the policies, and shall contain the waiver of right of subrogation.

It is understood and agreed that the foregoing insurance coverage is not intended to, and shall not, relieve Licensee from or serve to limit Licensee's liability under the indemnity provisions of this License or any applicable agreement.

It is further understood and agreed that, so long as this License shall remain in force or until the Licensee's work is complete and Licensee shall have vacated the Railroad Company's property (whichever shall be later), Railroad Company shall have the right, from time to time, to revise the amount or form of insurance coverage provided as circumstances or changing economic conditions may require. Railroad Company shall give Licensee written notice of any such requested change at least thirty (30) days prior to the date of expiration of the then existing policy or policies; and Licensee agrees to, and shall, thereupon provide Railroad Company with certificates reflecting such revised policy or policies thereof.

If a contractor is to be employed by Licensee, then, before any work is commenced hereunder, Licensee shall establish, to the reasonable satisfaction of Railroad Company, that either (i) the contractor has in place insurance policies covering its own work that comply with the required insurance coverages, limits and terms applicable to Licensee, or (ii) the contractor is fully covered under Licensee's insurance policies.

Railroad Company's exercise or failure to exercise any rights under this License shall not relieve Licensee of any responsibility under this License, including, but not limited to, the obligation to indemnify Railroad Company as herein provided.

Cost and expense for work performed by Railroad Company, as referred to in this License, shall consist of the actual cost of labor, materials, equipment and other plus Railroad Company's standard additives in effect at the time the work is performed.

This License is revocable at the option and discretion of Railroad Company upon notice to Licensee, and shall not be transferred or assigned. Unless sooner revoked by Railroad Company, extended at request of Licensee and granted by Railroad Company in writing, or relinquished by act of Licensee, this License shall terminate on _____.

Upon termination of this License, Licensee shall remove all of its property, leaving Railroad Company's premises in a neat and safe condition satisfactory to Railroad Company's Engineering Manager or their authorized representative, failing which Railroad Company may remove said materials from its premises at Licensee's sole cost, risk and expense, or at its option, may deem such property as abandoned and henceforth owned by Railroad Company, with no compensation for Licensee whatsoever.

WISCONSIN CENTRAL LTD.

By: _____

Print Name: Jacqueline A. Macewicz

Title: Manager Public Works

Date: _____

ACCEPTED:

By: _____

Print Name: _____

Title: _____

SPECIAL PROVISIONS

RELATIVE TO FLAGGING AND OTHER PROTECTION OF RAILROAD COMPANY TRAFFIC AND FACILITIES DURING CONSTRUCTION ADJACENT AND ABOVE, ON OR ACROSS, THE PROPERTY OF, OR ON, ABOVE AND BENEATH THE TRACKS OF THE WISCONSIN CENTRAL LTD.

The Licensee shall, before entering upon the property of Railroad Company for performance of any work, secure a fully executed right of entry license from Railroad Company's Engineering Manager or their authorized representative for the occupancy and use of Railroad Company's property. Licensee shall confer with Railroad Company relative to requirements for railroad clearances, operation and general safety regulations.

All employees or subcontractors of Licensee not hired by Railroad Company performing work on Railroad Company property are required to take the basic safety and security tests through www.contractororientation.com

Contractor Orientation provides the basic safety, security and personal protective equipment requirements for Railroad Company. Licensees and/or their contractors may find more information on registering at www.contractororientation.com. Licensees and/or their contractors must register and follow the CN links to take the course labeled "Contractor Orientation / Security Awareness Course and Test English."

Licensee and/or any contractor engaged on their behalf, shall at all times conduct work in a manner satisfactory to the Engineering Manager of Railroad Company, or their authorized representative, and shall exercise care so as to not damage the property of Railroad Company, or that belonging to any other grantees, licensees, permittees or tenants of Railroad Company, or to interfere with railroad operations.

Engineering Manager of Railroad Company, or their authorized representative, will at all times have jurisdiction over the safety of railroad operations., The decision of the Engineering Manager or their authorized representative as to procedures which may affect the safety of railroad operations shall be final, and Licensee and/or their contractor shall be governed by such decision.

All work shall be conducted in such a manner as will assure the safety of Railroad Company. Railroad Company's authorized representative shall have the right, but not the duty, to require certain procedures to be used or to supervise the work on Railroad Company's property.

Should any damage occur to Railroad Company property as a result of the authorized or unauthorized operations of Licensee and/or their contractor and Railroad Company deems it necessary to repair such damage or perform any work for the protection of its property or operations, the Licensee and/or their contractor, as the case may be, shall promptly reimburse Railroad Company for the actual cost of such repairs or work. For the purpose of these Special Provisions, actual cost shall be deemed to include the direct cost of any labor,

materials, equipment, or contract expense plus Railroad Company's current standard additives in each instance.

If the work requires the construction of a temporary grade crossing across the track(s) of Railroad Company, Licensee and/or their contractor shall make the necessary arrangements and execute Railroad Company's temporary grade crossing agreement for the construction, protection, maintenance, and later removal of such temporary grade crossing. The cost of such temporary grade crossing construction and later removal shall be prepaid to Railroad Company. Additional costs for repairs, maintenance or protection will be paid within thirty (30) days upon receipt of bill(s) therefor.

Licensee and/or their contractor shall at no time cross Railroad Company's property or tracks with vehicles or equipment of any kind or character, except at such temporary grade crossing as may be constructed as outlined herein, or at any existing and open public grade crossing. Operation over such crossing shall be at the direction and method of Railroad Company's Engineering Manager or their authorized representative.

Railroad Company may, at Licensee's and/or their contractor's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flagger(s), inspector(s), and stand-by personnel. Flagging protection, inspection services, or standby personnel required by Railroad Company for the safety of railroad operations because of work being conducted by Licensee and/or their contractor, or in connection therewith, will be provided by Railroad Company and the cost of Licensee and shall be prepaid to Railroad Company by Licensee and/or their contractor. Flagging protection, inspection services, or standby personnel, necessary or provided in excess of prepayment amounts will be billed at the proper rates and will be promptly paid by overnight delivery.

In the event Railroad Company is unable to furnish flagging protection, inspection services, or standby personnel at the desired time or on the desired date(s), or if Licensee's prepayment for such services is exhausted and not replenished by Licensee and/or their contractor, Licensee and/or their contractor shall not perform any work on Railroad Company's property until such time and date(s) that appropriate Railroad Company services can be made available and/or appropriate prepayment is received. It is understood that Railroad Company shall not be liable for any delay or increased costs incurred by Licensee and/or their contractor owing to Railroad Company's inability or failure to have appropriate flagging protection, inspection services, or standby personnel available at the time or on the date requested.

Licensee and/or their contractor shall request and secure flagging protection by written notice to Railroad Company using CN's "Request for Flagging Services" form. This form must be submitted at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company's property.

Flagging protection will be required during any operation involving direct and potential interference with Railroad Company's tracks or traffic. This may include but is not limited to fouling of railroad operating clearances, reasonable proximity of accidental hazard to railroad traffic, work within twenty-five (25) feet horizontally of the nearest centerline of any railroad track, any work over any railroad track, or in any other condition that Railroad Company deems protective services necessary, which may include work on or off Railroad Company's property more than twenty-five (25) feet from the nearest centerline of any railroad track, such

as any equipment extension (including but not limited to a crane boom) that will reach or has the potential to reach within twenty-five (25) feet of any track.

Licensee and/or their contractor shall request, prepay, and secure Railroad Company signal facility locates by written notice to Railroad Company along with submission of CN's "Request for Flagging Services" form at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company property. Notice to Railroad Company does not fulfill or satisfy any other notification requirements for utility locates for non-railroad facilities.

Railroad Company may require that prior to digging, trenching, or boring activities on or near Railroad Company property, or beneath any railroad track, an on-site meeting be conducted with Railroad Company's Signal Department representative. No digging, trenching or boring activities shall be conducted in the proximity of any known buried Railroad Company signal cables without Railroad Company's Signal Department representative being present.

The rate of pay for Railroad Company employees will be the prevailing hourly rate for not less than eight (8) hours for the class of labor at regular rates during regularly assigned work hours, and at overtime rates outside of regular hours and in accordance with Labor Agreements or Schedules plus Railroad Company's current standard additives in each instance.

Wage rates are subject to change, at any time, by law or agreement between Railroad Company and employees, and may be retroactive because of negotiations or a ruling by an authorized Governmental Agent. If the wage rates are changed, Licensee and/or their contractor shall pay on the basis of the new rates and/or additives.

No digging, trenching, or boring on Railroad Company property shall be conducted without Railroad Company's written approval of the plans that were furnished to Railroad Company's Engineering Manager at least thirty (30) in advance of the excavation.

The following temporary clearances are the minimum that must be maintained at all times during any operation on or adjacent to Railroad Company property:

Vertical: 22'-0" (7.00 m) above top of highest rail within 12'-0" (3.81 m) of the centerline of any track

Horizontal: 12'-0" (3.81 m) from centerline of the nearest track, measured at right angles thereto

If lesser clearances than the above are required for any part of the work, Licensee and/or their contractor shall secure written authorization from Railroad Company's Engineering Manager for such lesser clearances in advance of the start of that portion of the work.

No materials, supplies, or equipment will be stored within twenty-five (25) feet from the centerline of any railroad track, measured at right angles thereto.

Licensee and/or their contractor will be required upon the completion of the work to remove from within the limits of Railroad Company's property all machinery, equipment, surplus materials, false work, rubbish or temporary buildings, and to leave said property in a condition satisfactory to the Engineering Manager of Railroad Company or their authorized representative.

Nothing in these Special Provisions shall be construed to place any responsibility on Railroad Company for the quality or conduct of the work performed by Licensee and/or their contractor hereunder. Any approval given or supervision exercised by Railroad Company hereunder, or failure of Railroad Company to object to any work done, material used, or method of operation shall not be construed to relieve Licensee and/or their contractor of any obligations pursuant hereto or under the License these Special Provisions are appended to.

Accepted: _____

Print Name: _____

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Attach flagging and cable locate form

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REQUIREMENTS REGARDING FLAGGING AND CABLE LOCATION FOR CONSTRUCTION ON CN

(Hereinafter called "Railroad")
(Revised: Effective August 1st 2013)

NOTE: Flagging and/or Cable Locate fees may apply

A utility or contractor shall not commence, or carry on, any work for installation, maintenance, repair, changing or renewal of any FACILITY, under, over or on RAILROAD property at any location without giving notice to the RAILROAD authorized representative at the RAILROAD's office located at Pontiac, Michigan, Phone (248) 452-4705; and if, in the opinion of the RAILROAD the presence of an authorized representative of the RAILROAD is required to supervise the same, the RAILROAD shall render bills to the utility or contractor for all expenses incurred by it for such supervision. This includes all labor costs for flagmen or cable locate supplied by the RAILROAD to protect RAILROAD operation, and for the full cost of furnishing, installation and later removal of any temporary supports for said tracks, as the RAILROAD's Chief Engineer's Office may deem necessary.

A flagman is required anytime a utility or contractor does any work on or near RAILROAD property within twenty-five (25) feet horizontally of the centerline or any work over any railroad track. The RAILROAD, however, also reserves the right to require a flagman for work on RAILROAD property, which is more than twenty-five (25) feet from the centerline of a railroad track when there are other conditions, or considerations that would dictate the need for a flagman to safeguard the RAILROAD's operations, property and safety of working personnel.

A cable locate of RAILROAD owned facilities may be required to identify and protect Signal & Communication cables that have been installed to provide power, signal control, and wayside communications. These cables are vital to a safe and reliable railway operation. The cable locate will be performed by a qualified RAILROAD employee.

Cost for a cable locate is \$250.00, which is to be prepaid by check before installation is to begin.

Outside contractors are prohibited from driving on, along, or across any track that does not have a CN installed crossing. They may utilize an existing public crossing. The practice of allowing rubber tired equipment to operate over track with no crossing has been banned.

Exceptions to this rule will require the express approval from CN Engineering.

Prior to any project being started, the RAILROAD requires a "Request for Flagging Services" form to be completed and submitted; including check for prepayment based on the number of days and hours flagman protection will be required.

Request for Flagging Services and Cable Location

Southern Region

Inquiries may be directed to:

Mary Ellen Carmody
US -Audit Officer CN
700 Pershing Street
Pontiac, Michigan 48340
(248) 452-4705
maryellen.carmody@cn.ca

Date submitted: _____

I : _____ with : _____, am requesting that flagging
(Name) (Company Name)

protection be provided for _____ . Is this a continuation of an existing project? Yes No
(Project Name)

All blanks below **must be completely** filled in before any flagman request will be honored.

Project Location: _____

RR milepost _____ Street/Intersection: _____

Right of Entry/License/Permit No.: _____ Dated: _____ Railroad: _____

**** You must have an agreement with CN railroad subsidiary, such as a Right of Entry, Permit or Formal Agreement and proof of insurance. You must have flagman protection before you can enter the property.**

Contractor's Contact Person: _____ Phone: _____

Anticipated # of Days Protection is needed : _____ Specific Dates Flagging needed: _____,

_____, _____, _____, _____, _____, _____, _____, _____

Project Starting time: _____ Anticipated Ending Time: _____ Anticipated # Hours per Day: _____ hrs.*

* Flagmen start and end time may vary based on type of protection required.

Location for flagman to report: _____

Description of work to be performed _____

_____ Railroad Cable Locate Required? Yes No

A prepayment check **MUST** be sent and received at the address shown at the top of this page before flagman protection will be scheduled. The amount of prepayment is based on the number of days and hours flagman protection is required. The base rate per day for flagman protection is \$1,300.00 for 10 hours, **this includes 2 overtime hours to set flags**. Additional overtime hours will be billed at the rate of \$150.00 per hour. Weekend and Holidays should be prepaid at the overtime rate of \$150.00 per hour or \$1,500.00 for 10 hours. Any Prepayment for overtime hours not used will be refunded. Cost for cable locate is \$250.00, and must be prepaid as well before installation begins. Separate checks should be sent for cable locate and flagging protection. Checks should be made payable to the railroad subsidiary listed on your Right of Entry, Permit or Formal Agreement.

A Prepayment check and Proof of Insurance **MUST** accompany this form and be received prior to the beginning of this project. Flagman will be provided at your cost, depending on availability, within five (5) business days.

If the project runs longer than originally anticipated, MaryEllen Carmody must be contacted by email and an additional check must be submitted before work can resume. Rates are Effective August 1st 2013.

****ALL blanks must be completely filled****

Billing Information:

Company Name: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Company Phone: _____ Company Fax: _____ E-Mail: _____

(REQUIRED)

I agree to pay for flagging services as requested: _____

(SIGN AND PRINT NAME)

Attach a map and location information and mail this form with cover letter on your company's letterhead, prepayment and proof of insurance to Mary Ellen Carmody at the above address.

Jackie Macewicz
Manager Public Works (MN & WI)

1625 Depot Street
Stevens Point, WI 54481
T 715.345.2503
F 715.345.2507
Email: Jackie.Macewicz@cn.ca



Right of Entry Information

Cost is \$750.00 for application*

Railroad Company requires everyone (contractor, consultants, etc.) working on Railroad Company property to have a Right-of-Entry (ROE) License Agreement. ROE license agreement applications are handled by email. Once Railroad Company receives the information requested below, and if application is approved, Railroad Company will draw up a ROE License Agreement, and will forward electronic copy by email for applicant’s execution. Applicant must return one (1) executed original copy, a check for \$750.00*, and proof of insurance, together in one package to the address above. Application and ROE License Agreement will be delayed if Railroad Company receives the required documents separately, incomplete, or inaccurate. Railroad Company will return a fully executed digital copy of the ROE License Agreement by email for Applicant’s files and records. No work may occur on Railroad Company property nor will flagging protection be provided until ROE License Agreement has been fully executed by both parties and returned. Please contact Railroad Company a minimum of three (3) weeks prior to the project start date.

* Fee may be increased for special handling.

Please use this form and return by email to submit application request for a Right of Entry agreement.

Contact name –

Name of contractor -

Street Address –

City, State, Zip –

Telephone –

Reason for ROE –

Duration of ROE (Include start and finish dates) –

Location of project (City, State) with nearest railroad milepost or crossing id number –

Public Agency’s Project No. –

Public agency Easement No. –

Email the completed form to: Jackie.Macewicz@cn.ca

Note: Fully executed ROE may take up to 3+ weeks to obtain

Safety Training Required

ALL contractor personal will have to comply with CN safety requirements including and before entering upon the property of the Railroad for performance of any work, secure permission from the Engineering Superintendent of the Railroad Company or his authorized representative for the occupancy and use of the Railroad's property and shall confer with the Railroad relative to requirements for railroad clearances, operation and general safety regulations. All employees of contractors not hired by CN that will work on CN property are required to have minimum CN Safety and Security Awareness training. This training can be obtained through the www.contractororientation.com website.

EXCEPTION: CN has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

Insurance Requirements

Railroad Company allows outside parties to come onto Railroad Company property to perform work, such as survey or inspection work, installation of pipelines and wirelines, and other work for projects necessitating the occupancy of Railroad Company. Before commencing work, and until the license of allowing such occupancy ends or is terminated, outside parties shall provide and maintain the following insurance in form and amount with companies satisfactory to and as approved by Railroad Company.

1. Minimum insurance required of outside party:
 - A. Statutory Workers Compensation and Employer's Liability Insurance.
 - B. Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit.
 - C. Commercial General Liability Insurance (Occurrence Form) in an amount not less than \$5,000,000 per occurrence, with an aggregate limit of not less than \$10,000,000. The policy must name Railroad Company and its parents as additional insureds in the following form:

Wisconsin Central Ltd. and its Parents
Attn: Jackie Macewicz
1625 Depot Street
Stevens Point, WI 54481
715.245.2503 (office)
Jackie.Macewicz@cn.ca

The policy must not contain any provisions excluding coverage for injury, loss or damage arising out of or resulting from doing business or undertaking construction or demolition on, near, or adjacent to railroad track or facilities, and using endorsement CG 2417 10 01 or equivalent approved by Railroad Company.

- D. When outside party is required by Railroad Company or Governing Authority to purchase Railroad Protective Liability Insurance to cover work on, near or adjacent to railroad track or facilities, and outside party is not being hired for this project by Railroad Company, outside party must procure Railroad Protective Liability Insurance in the following form;

This coverage shall be written on an Occurrence Form with limits of not less than \$5,000,000 per occurrence for Bodily Injury, Personal Injury and Physical Damage to Property, with an aggregate limit of not less than \$10,000,000. The policy must name:

Wisconsin Central Ltd. and its Parents
Attn: Jackie Macewicz
1625 Depot Street
Stevens Point, WI 54481
715.245.2503 (office)
Jackie.Macewicz@cn.ca

- E. Pollution Insurance – AS REQUIRED AND DETERMINED BY PROJECT.
 - F. All policies described above must include description of operations, Railroad Company milepost, highway or street name, city and state of location, project number, and Railroad Company contact person on the certificate.
2. Before commencing work, outside party shall deliver to Railroad Company a certificate of insurance evidencing the foregoing coverages and, if requested by Railroad Company, true and complete copies of the policies described above. If the policy is being issued in conjunction with, or as a result of, a city, county or state contract, the policy should be initially submitted to the respective city, county or state agency that will review it first and then forward it to Railroad Company.
3. Common Policy Provisions. Each policy described in paragraph 1, parts A through E above, must include the following provisions:

CN 24-Hour Emergency Contact Number:

1-800-465-9239

Cable Locates:

CN utilities are not part of Digger's Hotline. **Please request a cable locate by using the Flagging - Cable Locate Form. \$250 Fee.**

Flagging Protection:

Rates: \$1300.00 for each basic day (up to 8 hours, includes 2 hours to set up flags)
\$150.00 for each overtime hour
Weekend or Holiday work is \$150.00 per hour with an 8 hour minimum or \$1500.00 plus any overtime.

Flagging must be **prepaid** based on the estimated number of days needed.

Usually only one flagman is required at the work site.

Flagman protection is required when there is any work being done within 25 feet of the centerline of the closest rail, but if you will be using cranes with booms larger than 25' but are working away from the ROW, flagman protection will be required, just in case a crane topples over and violates that 25' rule.

Mary Ellen Carmody is the contact for arranging flagman protection on your upcoming project. She requires at least a ten business day notice prior to the start of work, so she can make arrangements through our flagging contractor. Please complete the attached form and send to Mary Ellen. The sooner the form is sent to Mary Ellen, the more likely you will get a flagger for the days you request.

Mary Ellen Carmody
CN – Audit Officer
700 Pershing Street
Pontiac, MI 48083
Phone: (248) 452-4705
Fax: (248) 452-4972
Email: Maryellen.Carmody@cn.ca

DRAFT

SPECIAL PROVISIONS

RELATIVE TO FLAGGING AND OTHER PROTECTION OF RAILROAD COMPANY TRAFFIC AND FACILITIES DURING CONSTRUCTION ADJACENT AND ABOVE, ON OR ACROSS, THE PROPERTY OF, OR ON, ABOVE AND BENEATH THE TRACKS OF WISCONSIN CENTRAL LTD.

The Licensee shall, before entering upon the property of Railroad Company for performance of any work, secure a fully executed right of entry license from Railroad Company's Engineering Manager or their authorized representative for the occupancy and use of Railroad Company's property. Licensee shall confer with Railroad Company relative to requirements for railroad clearances, operation and general safety regulations.

To obtain a Right-of-Entry permit in the states of Wisconsin and Minnesota contact Manager of Public Works at least three (3) weeks prior to project start:

Jackie Macewicz
CN-Manager Public Works
1625 Depot Street
Stevens Point, WI 54481
Office: 715-345-2503
Email: Jackie.Macewicz@cn.ca

There is a \$750 fee for the permit.

All employees or subcontractors of Licensee not hired by Railroad Company performing work on Railroad Company property are required to take the basic safety and security tests through www.contractororientation.com

- a. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

Contractor Orientation provides the basic safety, security and personal protective equipment requirements for Railroad Company. Licensees and/or their contractors may find more information on registering at www.contractororientation.com. Licensees and/or their contractors must register and follow the CN links to take the course labeled "Contractor Orientation / Security Awareness Course and Test English."

All employees and/or subcontractors of Grantee, Licensee, Permittee and/or its Contractor hired by Railroad Company, whose duties include and who are engaged in the inspection, construction, maintenance, or repair of railroad track, bridges, roadway, signal and communication systems, roadway facilities, or roadway machinery that will work foul of or have

the potential to foul a live track are considered Roadway Workers under FRA regulations and CN Policy. They must complete the On-Track Safety Training course approved by Railroad Company and provided by Anna Rivera, R.R. Safety – AMR, P.O. Box 75, Lomira, WI 53048, telephone (920) 517-1677, email rrsafetytraining@yahoo.com. This training must be repeated at least once each calendar year.

- a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
- b. EXCEPTION: Railroad Company has exempted those it classifies as “Delivery Persons” from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.
- c. All the employees and/or subcontractors of Grantee, Licensee, Permittee and/or its Contractor who will operate on-track machinery or those who will provide protection for other employees and/or subcontractors of Grantee, Licensee, Permittee and/or its Contractor must also be trained on CN US Operating Rules pertaining to their duties. They must take and pass the required examination. This training is good for a period of two years.
- d. “Potential to foul a live track” is considered, at a minimum, to be working within twenty-five feet of the track; or as otherwise to be determined by CN Design & Construction Department.

Licensee and/or any contractor engaged on their behalf, shall at all times conduct work in a manner satisfactory to the Engineering Manager of Railroad Company, or their authorized representative, and shall exercise care so as to not damage the property of Railroad Company, or that belonging to any other grantees, licensees, permittees or tenants of Railroad Company, or to interfere with railroad operations.

Engineering Manager of Railroad Company, or their authorized representative, will at all times have jurisdiction over the safety of railroad operations., The decision of the Engineering Manager or their authorized representative as to procedures which may affect the safety of railroad operations shall be final, and Licensee and/or their contractor shall be governed by such decision.

All work shall be conducted in such a manner as will assure the safety of Railroad Company. Railroad Company's authorized representative shall have the right, but not the duty, to require certain procedures to be used or to supervise the work on Railroad Company's property.

Should any damage occur to Railroad Company property as a result of the authorized or unauthorized operations of Licensee and/or their contractor and Railroad Company deems it necessary to repair such damage or perform any work for the protection of its property or operations, the Licensee and/or their contractor, as the case may be, shall promptly reimburse Railroad Company for the actual cost of such repairs or work. For the purpose of these Special

Provisions, actual cost shall be deemed to include the direct cost of any labor, materials, equipment, or contract expense plus Railroad Company's current standard additives in each instance.

If the work requires the construction of a temporary grade crossing across the track(s) of Railroad Company, Licensee and/or their contractor shall make the necessary arrangements and execute Railroad Company's temporary grade crossing agreement for the construction, protection, maintenance, and later removal of such temporary grade crossing. The cost of such temporary grade crossing construction and later removal shall be prepaid to Railroad Company. Additional costs for repairs, maintenance or protection will be paid within thirty (30) days upon receipt of bill(s) therefor.

Licensee and/or their contractor shall at no time cross Railroad Company's property or tracks with vehicles or equipment of any kind or character, except at such temporary grade crossing as may be constructed as outlined herein, or at any existing and open public grade crossing. Operation over such crossing shall be at the direction and method of Railroad Company's Engineering Manager or their authorized representative.

Railroad Company may, at Licensee's and/or their contractor's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flagger(s), inspector(s), and stand-by personnel. Flagging protection, inspection services, or standby personnel required by Railroad Company for the safety of railroad operations because of work being conducted by Licensee and/or their contractor, or in connection therewith, will be provided by Railroad Company and the cost of Licensee and shall be prepaid to Railroad Company by Licensee and/or their contractor. Flagging protection, inspection services, or standby personnel, necessary or provided in excess of prepayment amounts will be billed at the proper rates and will be promptly paid by overnight delivery.

In the event Railroad Company is unable to furnish flagging protection, inspection services, or standby personnel at the desired time or on the desired date(s), or if Licensee's prepayment for such services is exhausted and not replenished by Licensee and/or their contractor, Licensee and/or their contractor shall not perform any work on Railroad Company's property until such time and date(s) that appropriate Railroad Company services can be made available and/or appropriate prepayment is received. It is understood that Railroad Company shall not be liable for any delay or increased costs incurred by Licensee and/or their contractor owing to Railroad Company's inability or failure to have appropriate flagging protection, inspection services, or standby personnel available at the time or on the date requested.

Licensee and/or their contractor shall request and secure flagging protection by written notice to Railroad Company using CN's "Request for Flagging Services" form. This form must be submitted at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company's property.

Flagging protection will be required during any operation involving direct and potential interference with Railroad Company's tracks or traffic. This may include but is not limited to fouling of railroad operating clearances, reasonable proximity of accidental hazard to railroad

traffic, work within twenty-five (25) feet horizontally of the nearest centerline of any railroad track, any work over any railroad track, or in any other condition that Railroad Company deems protective services necessary, which may include work on or off Railroad Company's property more than twenty-five (25) feet from the nearest centerline of any railroad track, such as any equipment extension (including but not limited to a crane boom) that will reach or has the potential to reach within twenty-five (25) feet of any track.

Rates: \$1300.00 for each basic day (up to 8 hours)
 \$150.00 for each overtime hour
 Weekend/Holiday work is \$150.00 per hour with 8 hour minimum or
 \$1500.00 plus any overtime.

Licensee and/or their contractor shall request, prepay, and secure Railroad Company signal facility locates by written notice to Railroad Company along with submission of CN's "Request for Flagging Services" form at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company property. Notice to Railroad Company does not fulfill or satisfy any other notification requirements for utility locates for non-railroad facilities.

Mary Ellen Carmody
CN-Audit Officer
700 Pershing Street
Pontiac, MI 48340
Phone: (248) 452-4705
Fax: (248) 452-4972
Email: Maryellen.Carmody@cn.ca

Railroad Company may require that prior to digging, trenching, or boring activities on or near Railroad Company property, or beneath any railroad track, an on-site meeting be conducted with Railroad Company's Signal Department representative. No digging, trenching or boring activities shall be conducted in the proximity of any known buried Railroad Company signal cables without Railroad Company's Signal Department representative being present. Railroad Company utilities are not part of Digger's Hotline. Please request a cable locate by using the Flagging - Cable Locate Form. There is a \$250 fee for the cable locate that must be prepaid to Railroad Company.

Before commencing work and until any License shall be terminated, Licensee shall provide and maintain the following insurance in form and amount with companies satisfactory to and as approved by Railroad Company.

- a. Statutory Workers Compensation and Employer's Liability insurance.
- b. Automobile Liability in an amount not less than \$1,000,000 dollars combined single limit.

- c. Commercial General Liability (occurrence form) in an amount not less than \$5,000,000 dollars per occurrence, with an aggregate limit of not less than \$10,000,000 dollars. The Policy must name Railroad Company and its Parents as additional insureds in the following form:

Wisconsin Central Ltd. and its Parents
Attn: Jackie Macewicz
1625 Depot Street
Stevens Point, WI
715-345-2503 (office)
Jackie.Macewicz@cn.ca

If the commercial general liability policy required herein contains any exclusions related to doing business or undertaking construction or demolition on, near, or adjacent to railroad facilities; such exclusion must be removed through issuance of endorsement CG 24 17, or a similar endorsement approved by Railroad Company in its sole discretion prior to the commencement of work hereunder.

- d. Pollution Liability Insurance shall be provided on a project/site specific basis when Railroad Company determines such is necessary for the purposes granted by this License.

Whenever required, pollution liability coverage shall be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$1,000,000 per occurrence and an aggregate limit of \$2,000,000.

If the scope of work as defined in this contract includes the disposal of any hazardous or non-hazardous materials from the job site, Licensee shall furnish to Railroad Company evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Before commencing work, Licensee shall deliver to Railroad Company a certificate of insurance evidencing the foregoing coverage, and upon request, Licensee shall deliver a certified, true and complete copy of the policy or policies at its sole cost and expense. The policies shall provide for not less than thirty (30) days prior written notice to Railroad Company of cancellation of or any material change in, the policies, and shall contain the waiver of right of subrogation.

All persons on Railroad Company's property shall be suitably dressed to perform his/her duties safely and in a manner that will not interfere with his/her vision, hearing or free use of his/her hands or feet. Only waist-length shirts with sleeves and trousers that cover the entire leg are to be worn. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. All persons shall wear sturdy and protective footwear. All persons shall not wear boots (other than work boots), sandals, canvas-type shoes or other shoes that have thin soles or

heels that are higher than normal. All persons shall wear personal protective equipment as specified by Federal and/or State rules, regulations or Railroad Company's requirements. Specifically, the following protective equipment to be worn shall be:

1. Protective head gear (hardhats) that meets ANSI Z89.1, latest revision. It is suggested that all hard hats be affixed with Contractor's company name or logo.
2. Eye protection (safety glasses with side shields) that meet ANSI Z87.1, latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
3. Hearing protection appropriate for noise levels that will be occurring on the job site.
4. Safety/reflective vests.

The rate of pay for Railroad Company employees will be the prevailing hourly rate for not less than eight (8) hours for the class of labor at regular rates during regularly assigned work hours, and at overtime rates outside of regular hours and in accordance with Labor Agreements or Schedules plus Railroad Company's current standard additives in each instance.

Wage rates are subject to change, at any time, by law or agreement between Railroad Company and employees, and may be retroactive because of negotiations or a ruling by an authorized Governmental Agent. If the wage rates are changed, Licensee and/or their contractor shall pay on the basis of the new rates and/or additives.

No digging, trenching, or boring on Railroad Company property shall be conducted without Railroad Company's written approval of the plans that were furnished to Railroad Company's Engineering Manager at least thirty (30) in advance of the excavation.

The following temporary clearances are the minimum that must be maintained at all times during any operation on or adjacent to Railroad Company property:

- Vertical: 22'-0" (7.00 m) above top of highest rail within 12'-0" (3.81 m) of the centerline of any track
- Horizontal: 12'-0" (3.81 m) from centerline of the nearest track, measured at right angles thereto

If lesser clearances than the above are required for any part of the work, Licensee and/or their contractor shall secure written authorization from Railroad Company's Engineering Manager for such lesser clearances in advance of the start of that portion of the work.

No materials, supplies, or equipment will be stored within twenty-five (25) feet from the centerline of any railroad track, measured at right angles thereto.

Licensee and/or their contractor will be required upon the completion of the work to remove from within the limits of Railroad Company's property all machinery, equipment, surplus materials, false work, rubbish or temporary buildings, and to leave said property in a condition satisfactory to the Engineering Manager of Railroad Company or their authorized representative.

Nothing in these Special Provisions shall be construed to place any responsibility on Railroad Company for the quality or conduct of the work performed by Licensee and/or their contractor hereunder. Any approval given or supervision exercised by Railroad Company hereunder, or failure of Railroad Company to object to any work done, material used, or method of operation shall not be construed to relieve Licensee and/or their contractor of any obligations pursuant hereto or under the License these Special Provisions are appended to.

DRAFT

Porlier Street Railroad Bridge Hydrographic Survey

Prepared for: Golder & Assoc.
Prepared by: J.F. Brennan Co.

Fox River, Green Bay, WI

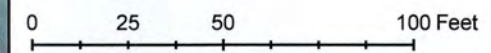


Geodetic Parameters
Horizontal Datum: U.S. State Plane
NAD 1983
Zone: 4802-WI Central
Vertical Datum: NAVD 88
Units: U.S. Survey Feet

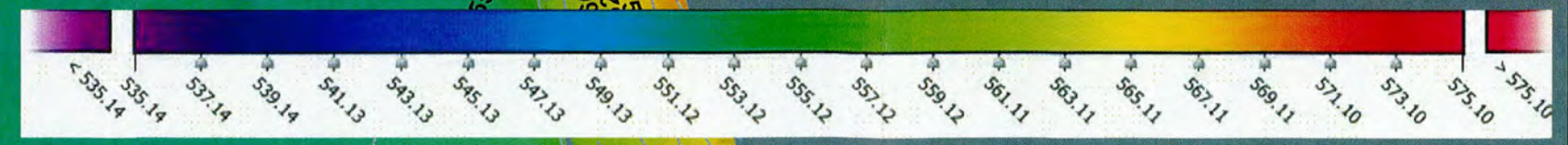
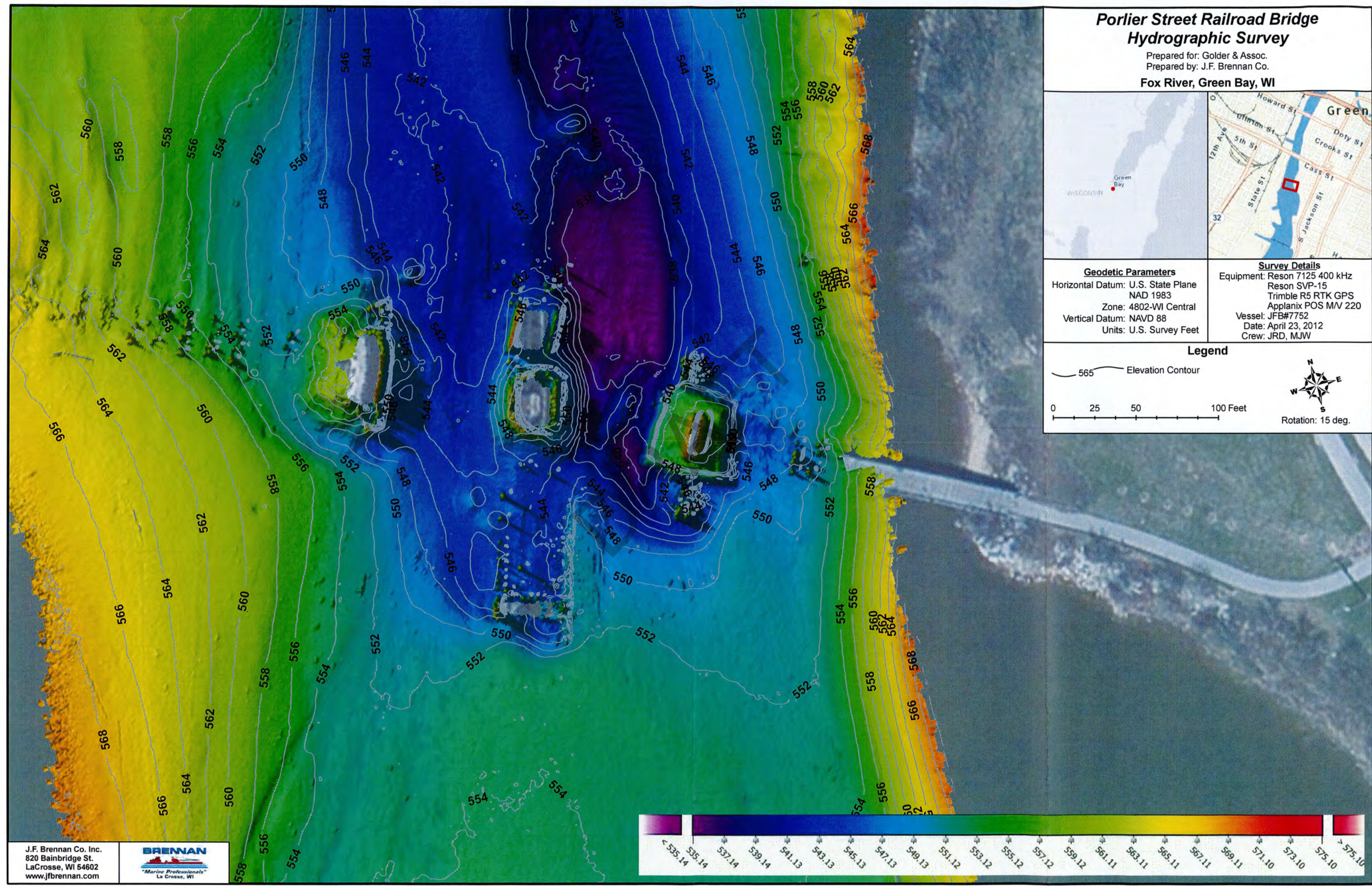
Survey Details
Equipment: Reson 7125 400 kHz
Reson SVP-15
Trimble R5 RTK GPS
Applanix POS MV 220
Vessel: JFB#7752
Date: April 23, 2012
Crew: JRD, MJW

Legend

— 565 — Elevation Contour



Rotation: 15 deg.



J.F. Brennan Co. Inc.
820 Bainbridge St.
LaCrosse, WI 54602
www.jfbrennan.com



**APPENDIX C
FOTH SEDIMENT SAMPLING REPORT**

DRAFT



2737 South Ridge Road, Suite 600
P.O. Box 12326 • Green Bay, WI 54307-2326
(920) 497-2500 • Fax: (920) 497-8516
www.foth.com

May 2, 2012

Mr. Jeff Piaskowski
Golder Associates, Inc.
2247 Fox Height Lane, Suite C
Green Bay WI 54304

Dear Mr. Piaskowski:

RE: Sediment Characterization Results Associated with the Porlier Street Railroad Bridge
on the Lower Fox River in Green Bay, Wisconsin

Golder Associates, Inc. (Golder) is the design engineer for the Porlier Street Railroad Bridge demolition project crossing the Lower Fox River in Green Bay, Wisconsin. Golder is currently working on design specifications for the demolition project which requires the removal of sub-marine structures associated with the bridge. It is anticipated the removal of the sub-marine structures will likely include the removal of a minimal volume of soft sediment. It is known that soft sediments in the Lower Fox River are impacted by polychlorinated biphenyls (PCB) and other chemical constituents. Accordingly, sediments removed from the river during the bridge demolition project may need to be disposed of in a licensed disposal facility.

Golder contracted with Foth Infrastructure & Environment, LLC (Foth) to collect and characterize the soft sediments that may be encountered, as required by Wisconsin Administrative Code NR 347.

Summary of Field Activities

On April 11, 2012, Foth completed sediment sampling activities within the Lower Fox River. Prior to sample collection, Foth contacted Digger's Hotline to review proposed sample points in relation to transecting utilities. Several underground utilities were noted as transecting the river in the vicinity; however, none were in conflict with the proposed vibrocoreing locations.

The field team consisted of two Foth personnel; one boat captain and a global positioning system (GPS)/sampling technician. The sampling vessel (28-foot long pontoon boat) was equipped with a Rossfelder P-3 Vibrocore® unit (including an a-frame mast, generator, electric winch, and hand tools), anchoring spuds, real-time kinematic-GPS (RTK-GPS), and appropriate core tubes and accessories.

Prior to sampling, the Foth sampling team “poled” around the bridge structures to determine if soft sediment was present. The team identified soft sediment adjacent to both the east and west bridge structures at/near the locations depicted on the Golder proposed boring location figure. Soft sediment was determined to be absent from the center turnstile structure on the east side, near the navigational channel. The sampling team then repositioned the sampling vessel to the north side of the turnstile structure. Poling revealed rocks and concrete were piled near the base of the structure with soft sediment absent. The sampling team then repositioned the vessel to the south side of the structure and determined a significant layer of soft sediment existed. The sampling team contacted the Foth project manager to notify him of their findings. Poling data collected suggested moving the proposed sediment boring location to the south side of the structure. Prior to doing so, the Foth Project Manager contacted Mr. Jeff Piaskowski, of Golder, to confirm the new location was appropriate. Mr. Piaskowski confirmed that the new boring location was acceptable.

Three vibrocores were completed adjacent to the bridge support structures at the locations shown on the attached Figure 1. RTK-GPS was used to record the horizontal coordinates and vertical elevation at each core location. Horizontal coordinates were tied to Wisconsin State Plane Central (NAD 83) horizontal datum, whereas vertical elevation was tied to International Great Lakes Low Water Datum (IGLD). Once each sampling location was identified, the vessel was positioned over the sampling point and spudded to stabilize the sampling platform.

Each vibrocore was advanced to -29 feet below the IGLD, or to refusal, whichever was less. Upon achieving maximum penetration, the recovered core sample was retrieved from the river bed and capped on both ends for transport back to Foth’s core processing facility in Green Bay, Wisconsin. Measurements of sediment recovered were completed and recorded on a Sediment Core Collection and Processing Log. Other pertinent sampling information was recorded on this log, which served as the written record for each core. Once the three cores were retrieved, the cores were stored in a semi-upright position for travel back to the core processing facility.

Sediment Core Processing

Sediment cores were processed at Foth’s core processing facility. Each core was laid horizontally on a plastic-lined table. An electric shears was used to cut the core liner in half length-wise, and then the core was photographed with a measured rule in the background for lithology thickness distinction. Once the photographing was complete, the sediment core lithology was recorded on a Sediment Core Collection and Processing Log in the following order: color, sediment description, moisture content, plasticity, and density. Completed Sediment Core Collection and Processing Logs are provided in Attachment A.

Upon completion of the core logging, each core was homogenized into one composite sample. Each representative sample was homogenized in a heavy gauge (8 mil), large, food grade plastic bag. After homogenization, a single aliquot was removed from the

homogenized sample and was placed in a sample container(s) as appropriate. Once the sample jars were filled, they were placed on ice in a cooler for shipment to a Wisconsin-Certified Laboratory.

Laboratory Analysis

One composite sample was collected from each boring for a total of three samples. Each sediment samples was analyzed for the following analytical parameters:

- RCRA Metals EPA Method 6010;
- PCB EPA Method 8082;
- Mercury EPA Method 7471;
- Oil & Grease EPA Method 9071;
- Nitrate, Nitrite, Ammonia, Total Kjeldahl Nitrogen EPA Methods 300, 350, 351.2.;
- Phosphorus EPA Method 365.4;
- Total Cyanide EPA Method 9012;
- Weak-Acid Dissociable Cyanide EPA Method 9012;
- Pesticides EPA Method 8081; and
- Dioxins EPA Method 1613B.

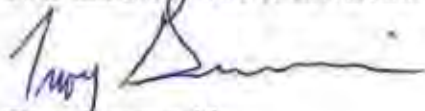
Table 1 provides a summary of the analytical data. Copies of analytical reports are included in Attachment B. Included in Table 1 are benchmark values (screening levels) from the December 2003 Wisconsin Department of Natural Resources (WDNR) interim guidance *Consensus-Based Quality Guidelines, Recommendations for Use & Application*. WDNR has developed these effects-based sediment quality guidelines to serve as screening levels for making comparisons to actual site-specific contaminant concentrations. These comparisons can be used to assess the quality of prospective dredged material relative to risks.

Soil classification test results are provided in Attachment C. Soil classifications for each of these samples are included at the bottom of Table 1.

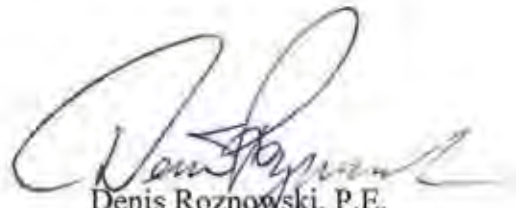
If you have any questions concerning this laboratory data please contact Troy Gawronski at (920) 496-6850 or at troy.gawronski@foth.com, at your earliest convenience.

Sincerely,

Foth Infrastructure & Environment, LLC



Troy Gawronski
Lead Environmental Scientist



Denis Roznowski, P.E.
Project Director

Attachments

Table 1
Sediment Analytical Results for Sediment Samples Collected near Porlier Street Railroad Bridge
Lower Fox River - Green Bay, Wisconsin

Sample ID		WDNR Consensus Based Effect Screening Levels ¹			B-1	B-2	B-3
Collection Date					3/2/2012	3/2/2012	3/2/2012
Sample Depth Below Top of Sediment (ft)					0-3.6'	0-3.42'	0-4.65'
Parameter	Unit	TEC	MEC	PEC			
PCBs							
Arochlor-1016	µg/kg	-	-	-	<44.3	<385	<168
Arochlor-1221	µg/kg	-	-	-	<44.3	<385	<168
Arochlor-1232	µg/kg	-	-	-	<44.3	<385	<168
Arochlor-1242	µg/kg	-	-	-	138J	12100	3300
Arochlor-1248	µg/kg	-	-	-	<44.3	<385	<168
Arochlor-1254	µg/kg	-	-	-	<44.3	<385	<168
Arochlor-1260	µg/kg	-	-	-	<44.3	723J	<168
Total PCBs	µg/kg	60	368.0	676	138J	12800	3300
Metals							
Arsenic	mg/kg	9.8	21.4	33	2.8J	4.0J	4.7J
Barium	mg/kg	-	-	-	65.1	109.0	108.0
Cadmium	mg/kg	0.99	3.0	5	0.24J	1.9	1.6J
Chromium	mg/kg	43	76.5	110	25.1	77.4	87.4
Copper	mg/kg	32	91.0	150	14.7	85	73.5
Iron	mg/kg	20000	30000.0	40000	20100	19500	22800
Lead	mg/kg	36	83.0	130	8.1	137	106
Manganese	mg/kg	460	780.0	1100	602	351	487
Nickel	mg/kg	23	36.0	49	15.9	19.7	22.4
Selenium	mg/kg	-	-	-	<0.89	<1.5	<1.6
Zinc	mg/kg	120	290.0	460	35.9	201	214
Mercury	mg/kg	0.18	0.6	1.1	0.064	6.3	2
Cyanide, Total	mg/kg	-	-	-	<4.73	<8.36	<8.62
Cyanide (Weak Acid Dissociable)	mg/kg	-	-	-	<4.73	<8.36	<8.62
Pesticides							
Aldrin	µg/kg	2	41.0	80	<0.84	<1.5	<1.6
gamma-BHC (Lindane)	µg/kg	3	62.0	120	<0.88	37.2	<1.7
Chlordane (Technical)	µg/kg	-	-	-	<23.8	69.4J	<45.1
alpha-Chlordane	µg/kg	6	53.0	100	<1.2	<2.0	<2.2
gamma-chlordane	µg/kg	3	4.0	5	<1.1	<1.9	<2.0
4,4'-DDE	µg/kg	3.2	17.0	31	<1.9	4.7J	<3.5
4,4'-DDT	µg/kg	4.2	33.6	63	<2.9	8.0J	<5.4
Dieldrin	µg/kg	1.9	32.0	62	<2.2	11.5	<4.2
Endrin	µg/kg	2.2	653.0	207	<1.8	<3.2	<3.4
Heptachlor	µg/kg	2.5	9.3	16	<1.0	<1.7	<1.9
Toxaphene	µg/kg	1	1.5	2	<42.3	210J	<79.9
Dioxins							
2,3,7,8-TCDF	ng/Kg	-	-	-	<1.0	13	12
2,3,7,8-TCDD	ng/Kg	-	-	-	<1.0	1.2	1.1
General Parameters							
Oil and Grease	mg/kg	-	-	-	<66.6	642J	493J
Nitrate as Nitrogen	mg/kg	-	-	-	4.3J	9.5J	<7.1
Nitrite as Nitrogen	mg/kg	-	-	-	<1.9	<3.3	<3.6
Nitrogen, Ammonia	mg/kg	-	-	-	342	1220	1640
Nitrogen, Kjeldahl, Total	mg/kg	-	-	-	2250	5550	7110
Phosphorus	mg/kg	-	-	-	650	2030	1910
Total Organic Carbon	mg/kg	-	-	-	18400	41600	41400
Percent Moisture	%	-	-	-	46.7	69.3	71.8
Soil Classification	NA	-	-	-	OL	OL	OL

Notes:

1. Consensus-Based Sediment Quality Guidelines, Recommendations for Use & Application (WDNR, 2003), WT-732-2003.

- = not applicable

% = percent

< = The analyte was not detected at or above the reporting limit.

ft = feet

J = Concentration detected equal to or greater than the reporting limit. The value reported is considered to be an estimate.

MEC = Midpoint Effect Concentration

mg/kg = milligrams/kilogram

PAH = polycyclic aromatic hydrocarbon

PCB = polychlorinated biphenyl

PEC = Probable Effect Concentration

SVOC = semi-volatile organic compound

TEC = Threshold Effect Concentration

µg/kg = micrograms/kilograms

VOC = volatile organic compound

WDNR = Wisconsin Department of Natural Resources

OL = Organic Silt with Low Plasticity

Values highlighted, bolded, and/or underlined indicate the value exceeds the WDNR consensus based screening level and/or the residual contaminant level.

Prepared by: TAG

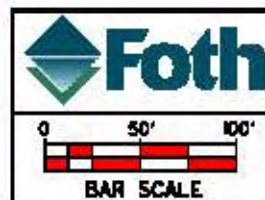
Checked by: DJVI





NOTES:

1. THE HORIZONTAL CONTROL IS REFERENCED TO THE NAD83 WISCONSIN STATE PLANE COORDINATE SYSTEM (WISCONSIN CENTRAL ZONE). THE VERTICAL CONTROL IS REFERENCED TO NAVD 88.
2. ORTHO PHOTO SUPPLIED BY BROWN COUNTY L.I.O., COMPILED IN 2010.



GOLDER ASSOCIATES, INC.

FIGURE 1
LOWER FOX RIVER -
PORLIER STREET RAILROAD BRIDGE
SEDIMENT CHARACTERIZATION BORING LOCATIONS

Date: APRIL, 2012	Revision Date:
Drawn By: BLK	Checked By: TAG
Scope: 12G005	

Attachment A
Sediment Core Collection and Processing Logs

DRAFT

Project Name: Portlier Street Railroad bridge
 Project Location: Fox River Green Bay, WI
 Project ID: 12G005

Portlier Street Railroad Bridge



Sediment Core Collection and Processing Log

Date: 04/11/12 Time: 11:40

Sample Location ID: Boring B-1

Sampling Personnel: Nick Atanasoff and Brad kussman

Weather Conditions: 50's F, NW winds 5-10 mph, Partly Cloudy

Vibrocore X Piston RPB Check Valve Sampler

Proposed Location Coordinates	
Northing:	_____
Easting:	_____ ft.
Datum:	<u>Wisconsin SPC NAD 83</u>

Offset from Proposed Coordinates	
_____	_____ ft.
_____	_____ ft.

	Actual Sampling Location		
	1st Attempt	2nd Attempt	3rd Attempt
Northing:	<u>250731.468</u>		
Easting:	<u>2484113.649</u>		
Water Elev.:	<u>578.31</u>		

	1st Attempt		2nd Attempt	
	Light Effort	To Refusal	Light Effort	To Refusal
Total Probed Length:	<u>25.50</u>	<u>30.00</u>		
Top of sediment depth from water:	<u>25.00</u>	<u>25.00</u>		
Probed Sediment Thickness:	<u>0.50</u>	<u>5.00</u>		
Probing Observation:	<u>Soft</u>			

	1st Attempt	2nd Attempt	3rd Attempt
	Sediment Core Penetration:	<u>4.00</u>	
Sediment Recovered:	<u>3.60</u>		
% Recovery:	<u>90%</u>		

Field Observation

Sediment elevation = 553.3
 -29 below LWD = 548.6

Processing Personnel: Troy Gawronski and Brandon Wotachek

Core Length (ft):	Core Processing (Observations)	Date Processed:
<u>3.6'</u>		

Core Intervals (in)	Core Description	Core Intervals (in)		Sample Number
		top	bottom	
<u>0.00 - 0.40</u>	<u>Super sat., Brn/gray, organic silt, trace gravel and organic fibers</u>			
<u>0.40 - 1.38</u>	<u>Saturated, brown/gray, organic sandy silt, with trace shell fragments and organic fibers</u>			
<u>1.38 - 3.60</u>	<u>Moist, brown/gray silty clay</u>			

Comments: _____

Entered by: BJW

Checked by: TAG

Project Name: Porlier Street Railroad bridge
 Project Location: Fox River Green Bay, WI
 Project ID: 12G005

Porlier Street Railroad Bridge



Sediment Core Collection and Processing Log

Date: 04/11/12 Time: 12:25

Sample Location ID: Boring B-2

Sampling Personnel: Nick Atanasoff and Brad kussman

Weather Conditions: 50's F, NW winds 5-10 mph, Partly Cloudy

Vibrocore X Piston RPB Check Valve Sampler

Proposed Location Coordinates	
Northing:	_____
Easting:	_____ ft.
Datum:	<u>Wisconsin SPC NAD 83</u>

Offset from Proposed Coordinates	
_____	_____ ft.
_____	_____ ft.

	Actual Sampling Location		
	1st Attempt	2nd Attempt	3rd Attempt
Northing:	<u>250616.952</u>		
Easting:	<u>2484313.008</u>		
Water Elev.:	<u>578.01</u>		

	1st Attempt		2nd Attempt	
	Light Effort	To Refusal	Light Effort	To Refusal
Total Probed Length:	<u>31.60</u>	<u>35.00</u>		
Top of sediment depth from water:	<u>31.50</u>	<u>31.50</u>		
Probed Sediment Thickness:	<u>0.10</u>	<u>3.50</u>		
Probing Observation:	<u>Soft</u>			

	1st Attempt	2nd Attempt	3rd Attempt
	Sediment Core Penetration:	<u>3.50</u>	
Sediment Recovered:	<u>3.42</u>		
% Recovery:	<u>98%</u>		

Field Observation

Sediment elevation = 546.51

-29 below LWD = 548.6

Processing Personnel: Troy Gawronski and Brandon Wotachek

Core Length (ft):	Core Processing (Observations)	Date Processed:	
<u>3.6'</u>			
Core Intervals (in)	Core Description	Core Intervals (in) top bottom	Sample Number
<u>0.00 - 0.62</u>	<u>Super sat., Brn/gray, organic silt, appreciable organic fibers, trace fine sand and shell fragments</u>		
<u>0.62 - 3.42</u>	<u>Saturated, brown/gray, organic silt, with trace shell fragments and organic fibers</u>		

Comments:

Entered by: BJW

Checked by: TAG

Project Name: Porlier Street Railroad bridge
 Project Location: Fox River Green Bay, WI
 Project ID: 12G005

Porlier Street Railroad Bridge



Sediment Core Collection and Processing Log

Date: 04/11/12 Time: 13:15

Sample Location ID: Boring B-3

Sampling Personnel: Nick Atanasoff and Brad kussman

Weather Conditions: 50's F, NW winds 5-10 mph, Partly Cloudy

Vibrocure X Piston RPB Check Valve Sampler

Proposed Location Coordinates	
Northing:	_____
Easting:	_____ ft.
Datum:	<u>Wisconsin SPC NAD 83</u>

Offset from Proposed Coordinates	
_____	_____ ft.
_____	_____ ft.

Actual Sampling Location			
	1st Attempt	2nd Attempt	3rd Attempt
Northing:	<u>250585.634</u>		
Easting:	<u>2484194.876</u>		
Water Elev.:	<u>578.07</u>		

	1st Attempt		2nd Attempt	
	Light Effort	To Refusal	Light Effort	To Refusal
Total Probed Length:	<u>25.00</u>	<u>32.00</u>		
Top of sediment depth from water:	<u>24.90</u>	<u>24.90</u>		
Probed Sediment Thickness:	<u>0.10</u>	<u>7.10</u>		
Probing Observation:	<u>Soft</u>			

	1st Attempt	2nd Attempt	3rd Attempt
Sediment Core Penetration:	<u>5.00</u>		
Sediment Recovered:	<u>4.65</u>		
% Recovery:	<u>93%</u>		

Field Observation

Sediment elevation = 553.17

-29 below LWD = 548.6

Processing Personnel: Troy Gawronski and Brandon Wotachek

Core Length (ft):	Core Processing (Observations)	Date Processed:	Core Intervals (in)		Sample Number
			top	bottom	
<u>4.7</u>					
Core Intervals (in)	Core Description				
<u>0.00 - 1.48</u>	<u>Super sat., Brn/gray, organic silt, appreciable organic fibers, trace fine sand and shell fragments</u>				
<u>1.48 - 4.65</u>	<u>Moist, brown/gray, silty clay, with trace shell fragments and organic fibers</u>				

Comments:

Entered by: BJW

Checked by: IAG

Attachment B
Laboratory Analytical Reports
(Chemical Parameters)

DRAFT

SIEMENS

April 23, 2012

Pace Analytical
1241 Bellevue Street, Suite 9
Green Bay, WI 54302

Attn: Tod Noltemeyer

REPORT NO.: 1204220

PROJECT NO.: 4058798 12G005 GOLDER PORLIER

Please find enclosed the analytical report, including the Sample Summary, Sample Narrative and Chain of Custody for your sample set received April 17, 2012.

All analyses were performed in accordance with TNI Standards using approved methods as indicated on this report.

If you have any questions about the results, please call. Thank you for using Siemens Industry, Inc. for your analytical needs.

Sincerely,

Siemens Industry, Inc.


Bruce Schertz

Lab Manager

Enviroscan Analytical™ Services

I certify that the data contained in this report has been generated and reviewed in accordance with the Siemens Industry, Inc. Quality Assurance Manual. Exceptions, if any, are discussed in the sample narrative. Samples will be retained for 30 days from the date of this report, then disposed in an appropriate manner. Siemens Industry, Inc. reserves the right to return samples identified as hazardous. Release of this Final Report is authorized as verified by the following signature. The contents of this report apply to the sample(s) analyzed. No duplication of this report is allowed except in its entirety.

Reviewed by: 

Certifications:

Wisconsin 737053130

Minnesota 055-999-302

Illinois 100317



Siemens Industry, Inc.

301 West Military Road
Rothschild, WI 54474

Tel: 800-338-7226
Fax: 715-355-3221

www.siemens.com/enviroscan

SIEMENS

SAMPLE SUMMARY

<u>Lab Id</u>	<u>Client</u>	<u>Sample Id</u>	<u>Date/Time</u>	<u>Matrix</u>
1204220-01	B-1	0-3.6' 4058798001	04/12/12 13:45	Solid
1204220-02	B-2	0-3.42' 4058798002	04/12/12 14:00	Solid
1204220-03	B-3	0-4.65' 4058798003	04/12/12 14:15	Solid

DRAFT

SIEMENS

Pace Analytical
1241 Bellevue Street, Suite 9
Green Bay, WI 54302

PROJECT NO. : 4058798 12G005 GOLDER PORLIER
REPORT NO. : 1204220
DATE REC'D: 04/17/12 14:48
REPORT DATE : 04/23/12 13:47
PREPARED BY : BMS

Attn: Tod Noltemeyer

Sample ID: B-1 0-3.6' 4058798001

Matrix: Solid

Sample Date/Time: 04/12/12 13:45

Lab No. : 1204220-01

	<u>Results</u>	<u>Units</u>	<u>LOD</u>	<u>LOQ</u>	<u>Dilution Factor</u>	<u>Qualifiers</u>	<u>Date Analyzed</u>	<u>Analyst</u>
<u>EPA 9012 B</u>								
Total Cyanide	ND	mg/kg dry	4.73	15.8	1		04/23/12	LNB
Cyanide (weak acid dissociable)	ND	mg/kg dry	4.73	15.8	1		04/23/12	LNB

Sample ID: B-2 0-3.42' 4058798002

Matrix: Solid

Sample Date/Time: 04/12/12 14:00

Lab No. : 1204220-02

	<u>Results</u>	<u>Units</u>	<u>LOD</u>	<u>LOQ</u>	<u>Dilution Factor</u>	<u>Qualifiers</u>	<u>Date Analyzed</u>	<u>Analyst</u>
<u>EPA 9012 B</u>								
Total Cyanide	ND	mg/kg dry	8.36	27.9	1		04/23/12	LNB
Cyanide (weak acid dissociable)	ND	mg/kg dry	8.36	27.9	1		04/23/12	LNB

Sample ID: B-3 0-4.65' 4058798003

Matrix: Solid

Sample Date/Time: 04/12/12 14:15

Lab No. : 1204220-03

	<u>Results</u>	<u>Units</u>	<u>LOD</u>	<u>LOQ</u>	<u>Dilution Factor</u>	<u>Qualifiers</u>	<u>Date Analyzed</u>	<u>Analyst</u>
<u>EPA 9012 B</u>								
Total Cyanide	ND	mg/kg dry	8.62	28.7	1		04/23/12	LNB
Cyanide (weak acid dissociable)	ND	mg/kg dry	8.62	28.7	1		04/23/12	LNB

SIEMENS

Qualifier Descriptions

LOD = Limit of Detection (Dilution Corrected)
LOQ = Limit of Quantitation (Dilution Corrected)
Reporting Limit = LOQ (Dilution Corrected)
ND = Not Detected
COMP = Complete
SUBCON = Subcontracted analysis
mv = millivolts
pci/L = picocuries per Liter
mL/L = milliliters per Liter
mg = milligram

When the word "dry" follows the units on the result page the sample results are dry weight corrected.

LODs and LOQs are dry weight corrected for all soils except WI GRO and EPA 8021 methanol and WI DNR methylene chloride preserved soils.

(WNC) = The required Wisconsin DNR program certification is not held for this analyte.

Definitions

ug/l = Micrograms per Liter = parts per billion (ppb)
ug/kg = Micrograms per kilogram = parts per billion (ppb)
mg/l = Milligrams per liter = parts per million (ppm)
mg/kg = Milligrams per kilogram = parts per million (ppm)
NOT PRES = Not Present
ppth = Parts per thousand
* = Result outside established limits.
mg/m³ = Milligrams per meter cubed
ng/L = Nanograms per Liter = Parts per trillion (ppt)
> = Greater Than

Methanol Soils for WI GRO and EPA 8021 are reported to the LOQ.

DRAFT

Siemens - QC Report

Work Order : 1204220

LabNumber	SampleName	Analyte	Batch	Result	FinalUnits	Dilution	LOD	LOQ	% Recovery	% Difference	LCL (%)	UCL (%)	Dup Control Limit (%)	Analyzed	Analst	Instrument	SourceID	SourceResult	TrueValue	Qualifier
1204220-01	B-1 0-3.67 4058798001	Total Solids	2041922	52.8	% by Weight	1	0.03	0.03						4/19/2012	LNB	LACH2				
1204220-02	B-2 0-3.67 4058798002	Total Solids	2041922	29.9	% by Weight	1	0.03	0.03						4/19/2012	LNB	LACH2				
1204220-03	B-3 0-4.69 4058798003	Total Solids	2041922	29.0	% by Weight	1	0.03	0.03						4/19/2012	LNB	LACH2				
2041922-DUP1	Duplicate	Total Solids	2041922	52.44	% by Weight	1	0.03	0.03	0.665				5.00	4/19/2012	LNB	LACH2	1204220-01	52.8		
1204220-01	B-1 0-3.67 4058798001	Craniide (weak acid dissociable)	2042314	0	mg/kg	1	4.73	15.8						4/23/2012	LNB	LACH2				
1204220-02	B-2 0-3.67 4058798002	Craniide (weak acid dissociable)	2042314	0	mg/kg	1	8.36	27.9						4/23/2012	LNB	LACH2				
1204220-03	B-3 0-4.69 4058798003	Craniide (weak acid dissociable)	2042314	0.111	mg/kg	1	8.82	28.7						4/23/2012	LNB	LACH2				
2042314-BLK1	Blank	Craniide (weak acid dissociable)	2042314	0	mg/kg	1	2.50	8.32						4/23/2012	LNB	LACH2				
2042314-BS1	LCS	Craniide (weak acid dissociable)	2042314	0.264	mg/kg	1			98.0		90.00	110.00		4/23/2012	LNB	LACH2				0.300
2042314-CCV1	Calibration Check	Craniide (weak acid dissociable)	2042314	0.304	mg/kg	1			101		90.00	110.00		4/23/2012	LNB	LACH2				0.300
2042314-CCV2	Calibration Check	Craniide (weak acid dissociable)	2042314	0.308	mg/kg	1			102		90.00	110.00		4/23/2012	LNB	LACH2				0.300
2042314-MS1	Matrix Spike	Craniide (weak acid dissociable)	2042314	1.89	mg/kg	1	4.73	15.8	100		80.00	120.00		4/23/2012	LNB	LACH2	1204220-01	ND		189
2042314-MSD1	Matrix Spike Dup	Craniide (weak acid dissociable)	2042314	1.88	mg/kg	1	4.73	15.8	99.5	0.531	80.00	120.00	25.00	4/23/2012	LNB	LACH2	1204220-01	ND		189
1204220-01	B-1 0-3.67 4058798001	Craniide	2042317	0.917	mg/kg	1	4.73	15.8						4/23/2012	LNB	LACH2				
1204220-02	B-2 0-3.67 4058798002	Craniide	2042317	1.06	mg/kg	1	8.36	27.9						4/23/2012	LNB	LACH2				
1204220-03	B-3 0-4.69 4058798003	Craniide	2042317	0.552	mg/kg	1	8.82	28.7						4/23/2012	LNB	LACH2				
2042317-BLK1	Blank	Craniide	2042317	1.79	mg/kg	1	2.50	8.33						4/23/2012	LNB	LACH2				
2042317-BS1	LCS	Craniide	2042317	0.284	mg/kg	1			94.7		90.00	110.00		4/23/2012	LNB	LACH2				0.300
2042317-CCV1	Calibration Check	Craniide	2042317	0.304	mg/kg	1			101		90.00	110.00		4/23/2012	LNB	LACH2				0.300
2042317-CCV2	Calibration Check	Craniide	2042317	0.306	mg/kg	1			102		90.00	110.00		4/23/2012	LNB	LACH2				0.300
2042317-CCV3	Calibration Check	Craniide	2042317	0.305	mg/kg	1			102		90.00	110.00		4/23/2012	LNB	LACH2				0.300
2042317-CCV4	Calibration Check	Craniide	2042317	0.307	mg/kg	1			102		90.00	110.00		4/23/2012	LNB	LACH2				0.300
2042317-MS1	Matrix Spike	Craniide	2042317	1.52	mg/kg	1	4.73	15.8	99.4		80.00	120.00		4/23/2012	LNB	LACH2	1204220-01	ND		189
2042317-MSD1	Matrix Spike Dup	Craniide	2042317	1.81	mg/kg	1	4.73	15.8	99.8	17.4	80.00	120.00	25.00	4/23/2012	LNB	LACH2	1204220-01	ND		189

DRAFT

41058798

(Please Print Clearly)

Company Name: Foth Infrastructure & Environment

Branch/Location: Green Bay WI

Project Contact: Troy Gawronski

Phone: (920) 496-6850

Project Number: 126005

Project Name: Golden Postier

Project State: Wisconsin

Sampled By (Print): Troy Gawronski

Sampled By (Sign): [Signature]

PO #: _____ Regulatory Program: _____



CHAIN OF CUSTODY

**Preservation Codes*
 A=None B=HCL C=H2SO4 D=HNO3 E=DI Water F=Methanol G=NaOH
 H=Sodium Bisulfate Solution I=Sodium Thiosulfate J=Other

FILTERED?
(YES/NO)
 PRESERVATION
(CODE)?

Y/N	N	N	N	N	N	N
Pick Letter	A	A	A	A	A	A
Analysis Requested						
Oil & Grease	X	X	X	X	X	X
Grain Size	X	X	X	X	X	X
Moisture Content	X	X	X	X	X	X
Nitrate, Nitrite, NH4	X	X	X	X	X	X
Total Phosphorus TOC	X	X	X	X	X	X
Quantide Total	X	X	X	X	X	X
WAD Cyanide	X	X	X	X	X	X
Pesticides, PCBs, Metals	X	X	X	X	X	X
Dioxin	X	X	X	X	X	X

Quote #: _____

Mail To Contact: Troy Gawronski

Mail To Company: Foth

Mail To Address: 2737 South Ridge Road
Green Bay WI

Invoice To Contact: Troy Gawronski

Invoice To Company: Same

Invoice To Address: Same

Invoice To Phone: (920) 496-6850

CLIENT COMMENTS: 5-4oz ag^A; 1-8oz ag^A

LAB COMMENTS (Lab Use Only): _____

Profile #: _____

Data Package Options (billable)

EPA Level III

EPA Level IV

MS/MSD

On your sample (billable)

NOT needed on your sample

Matrix Codes

A = Air W = Water
 B = Biota DW = Drinking Water
 C = Charcoal GW = Ground Water
 O = Oil SW = Surface Water
 S = Soil WW = Waste Water
 Sl = Sludge WP = Wipe

PACE LAB #	CLIENT FIELD ID	COLLECTION		MATRIX
		DATE	TIME	
001	B-1 O-3.6'	4/12/12	1345	S
002	B-2 O-3.42'	↓	1400	S
003	B-3 O-4.65'	↓	1415	S

Rush Turnaround Time Requested - Prelims (Rush TAT subject to approval/surcharge)
 Date Needed: Normal

Relinquished By: [Signature] Date/Time: 4/12/12 1505

Received By: E. P. Pace Date/Time: 4/12/12 1505

Transmit Prelim Rush Results by (complete what you want): _____

Relinquished By: _____ Date/Time: _____

Received By: _____ Date/Time: _____

FACE Project No. 41058798

Receipt Temp = ROI °C

Sample Receipt pH OK / Adjusted

Cooler Custody Seal Present / Not Present

Intact / Not Intact



Sample Condition Upon Receipt

Client Name: Foth Project # 4058798

Courier: Fed Ex UPS USPS Client Commercial Pace Other _____

Tracking #: _____

Custody Seal on Cooler/Box Present: yes no
 Custody Seal on Samples Present: yes no
 Packing Material: Bubble Wrap Bubble Bags None Other
 Thermometer Used NA
 Cooler Temperature ROI
 Temp Blank Present: yes no

Seals intact: yes no
 Type of Ice: Wet Blue Dry None Samples on Ice, cooling process has begun.
 Biological Tissue is Frozen: yes no

Optional
 Proj. Due Date:
 Proj. Name:

Person examining contents:
 Date: 4/12/12
 Initials: EMH

Temp should be above freezing to 6°C for all sample except Biota.
 Biota Samples should be received ≤ 0°C.

Comments:

Chain of Custody Present:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	1.
Chain of Custody Filled Out:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	2.
Chain of Custody Relinquished:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	3.
Sampler Name & Signature on COC:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	4.
Samples Arrived within Hold Time:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	5.
Short Hold Time Analysis (<72hr):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	6.
Rush Turn Around Time Requested:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	7.
Sufficient Volume:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	8.
Correct Containers Used:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	9.
-Pace Containers Used:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Containers Intact:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	10.
Filtered volume received for Dissolved tests	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	11.
Sample Labels match COC:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	12.
-Includes date/time/ID/Analysis Matrix:	<u>S</u>	
All containers needing preservation have been checked.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	13.
All containers needing preservation are found to be in compliance with EPA recommendation.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
exceptions: VOA, coliform, TOC, O&G, WI-DRO (water)	<input type="checkbox"/> Yes <input type="checkbox"/> No	initial when completed
Samples checked for dechlorination:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Lot # of added preservative
Headspace in VOA Vials (>6mm):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	14.
Trip Blank Present:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	15.
Trip Blank Custody Seals Present	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	16.
Pace Trip Blank Lot # (if purchased):		

Client Notification/ Resolution: _____ Date/Time: _____ Field Data Required? Y / N
 Person Contacted: _____
 Comments/ Resolution: _____

Project Manager Review: [Signature] Date: 4/12/12

Note: Whenever there is a discrepancy affecting North Carolina compliance samples, a copy of this form will be sent to the North Carolina DEH-NR Certification Office (i.e. out of hold, incorrect preservative, out of temp, incorrect containers)

Report Prepared for:

Tod Noltemeyer
PACE Wisconsin
6409 Odana Road
Madison WI 53719

**REPORT OF
LABORATORY
ANALYSIS FOR
TCDD/TCDF**

Report Information:

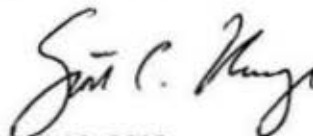
Pace Project #: 10188820
Sample Receipt Date: 04/14/2012
Client Project #: 4058798
Client Sub PO #: N/A
State Cert #: 999407970

Invoicing & Reporting Options:

The report provided has been invoiced as a Level 2 PCDD/PCDF Report. If an upgrade of this report package is requested, an additional charge may be applied.

Please review the attached invoice for accuracy and forward any questions to Scott Unze, your Pace Project Manager.

This report has been reviewed by:



April 30, 2012

Scott Unze, Project Manager
(612) 607-6383
(612) 607-6444 (fax)
scott.unze@pacelabs.com

Report Prepared Date:

April 30, 2012



Report of Laboratory Analysis

This report should not be reproduced, except in full, without the written consent of Pace Analytical Services, Inc.

The results relate only to the samples included in this report.



DISCUSSION

This report presents the results from the analyses performed on three samples submitted by a representative of Pace Analytical Services, Inc. The samples were analyzed for the presence or absence of 2,3,7,8-tetrachlorodibenzo-p-dioxin (2,3,7,8-TCDD) and 2,3,7,8-tetrachlorodibenzofuran (2,3,7,8-TCDF) using USEPA Method 1613B. The reporting limits were based on signal-to-noise measurements. Method blank and field sample results presented with reporting limits corresponding to the lowest calibration points and a nominal 10-gram sample amount were included in Appendix A.

The recoveries of the isotopically-labeled TCDD/TCDF internal standards in the sample extracts ranged from 63-81%. All of the labeled standard recoveries obtained for this project were within the target ranges specified in Method 1613B. Also, since the quantification of the native congeners was based on isotope dilution, the data were automatically corrected for recovery and accurate values were obtained.

In some cases, interfering substances impacted the determinations of 2,3,7,8-TCDD or 2,3,7,8-TCDF. The affected values were flagged "I" where incorrect isotope ratios were obtained.

A laboratory method blank was prepared and analyzed with the sample batch as part of our routine quality control procedures. The results show the blank to be free of 2,3,7,8-TCDD and 2,3,7,8-TCDF at the reporting limits. These results indicate that the sample processing steps did not contribute significantly to the levels reported for the field samples.

A laboratory spike sample were also prepared using clean sand that had been fortified with native standards. Recoveries of the native compounds ranged from 87-111%, indicating a high degree of accuracy for these determinations. Matrix spikes were prepared with the extraction batch using sample material from a separate project; results from these analyses will be provided upon request.

REPORT OF LABORATORY ANALYSIS

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Minnesota Laboratory Certifications

Authority	Certificate #	Authority	Certificate #
Alabama	40770	Montana	92
Alaska	MN00064	Nebraska	
Arizona	AZ0014	Nevada	MN_00064_200
Arkansas	88-0680	New Jersey (NE)	MN002
California	01155CA	New Mexico	MN00064
Colorado	MN00064	New York (NEL)	11647
Connecticut	PH-0256	North Carolina	27700
EPA Region 5	WD-15J	North Dakota	R-036
EPA Region 8	8TMS-Q	Ohio	4150
Florida (NELAP)	E87605	Ohio VAP	CL101 9507
Georgia (DNR)	959	Oklahoma	D9922
Guam	959	Oregon (ELAP)	MN200001-005
Hawaii	SLD	Oregon (OREL)	MN300001-001
Idaho	MN00064	Pennsylvania	68-00563
Illinois	200012	Saipan	MP0003
Indiana	C-MN-01	South Carolina	74003001
Indiana	C-MN-01	Tennessee	2818
Iowa	368	Tennessee	02818
Kansas	E-10167	Texas	T104704192-08
Kentucky	90062	Utah (NELAP)	PAM
Louisiana	LA0900015	Virginia	00251
Maine	2007029	Washington	C755
Maryland	322	West Virginia	9952C
Michigan	9909	Wisconsin	999407970
Minnesota	027-053-137	Wyoming	8TMS-Q
Mississippi	MN00064		

REPORT OF LABORATORY ANALYSIS

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Report No.....10188820

Appendix A

Sample Management

DRAFT

10188820



1120
Chain of Custody

Workorder: 4058798 Workorder Name: 12G005 GOLDER PORLIER Owner Received Date: 4/12/2012 Results Requested By: 4/26/2012

Report To		Subcontract To				Requested Analysts																	
Tod Noltemeyer Pace Analytical Services, Inc. 1241 Bellevue Street, Suite 9 Green Bay, WI 54302 Phone (920)469-2436 Fax (920)469-8827		Pace Analytical Minnesota 1700 Elm Street SE Suite 200 Minneapolis, MN 55414 Phone (612)607-1700				X Dioxins - 2378 Temp/Temp X Old Grease - 1664																	
Item	Sample ID	Sample Type	Collect Date/Time	Lab ID	Matrix	Preserved Containers										LAB USE ONLY							
						Unpreserved																	
1	B-1 0-3.6'	PS	4/12/2012 13:45	4058798001	Solid	2																	
2	B-2 0-3.42'	PS	4/12/2012 14:00	4058798002	Solid	1																	
3	B-3 0-4.65'	PS	4/12/2012 14:15	4058798003	Solid	2																	
4																							
5																							
Transfers		Released By	Date/Time	Received By	Date/Time	Comments																	
1		Kan Face	4/13/12 1710	[Signature]																			
2				PACE	4/14/12 0840																		
3																							
Cooler Temperature on Receipt		4.6 °C	Custody Seal		Y or N	Received on Ice		Y or N	Samples Intact				Y or N										
		2.1																					



Sample Condition Upon Receipt

Client Name: Foth Project # 41058798

Courier: Fed Ex UPS USPS Client Commercial Pace Other _____

Tracking #: _____

Custody Seal on Cooler/Box Present: yes no Seals Intact: yes no

Custody Seal on Samples Present: yes no Seals Intact: yes no

Packing Material: Bubble Wrap Bubble Bags None Other _____

Thermometer Used NA Type of Ice: Wet Blue Dry None Samples on Ice, cooling process has begun.

Cooler Temperature ROI Biological Tissue is Frozen: yes no

Temp Blank Present: yes no

Temp should be above freezing to 6°C for all sample except Biota.
Biota Samples should be received \pm 0°C.



Person examining contents:
Date: 4/12/12
Initials: EMH

		Comments:
Chain of Custody Present:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	1.
Chain of Custody Filled Out:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	2.
Chain of Custody Relinquished:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	3.
Sampler Name & Signature on COC:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	4.
Samples Arrived within Hold Time:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	5.
Short Hold Time Analysis (<72hr):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	6.
Rush Turn Around Time Requested:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	7.
Sufficient Volume:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	8.
Correct Containers Used:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	9.
-Pace Containers Used:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Containers Intact:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	10.
Filtered volume received for Dissolved tests	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	11.
Sample Labels match COC:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	12.
-Includes date/time/ID/Analysis Matrix: <u>S</u>		
All containers needing preservation have been checked.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	13.
All containers needing preservation are found to be in compliance with EPA recommendation.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
exceptions: VOA, coliform, TOC, O&G, W-DRO (water)	<input type="checkbox"/> Yes <input type="checkbox"/> No	Initial when completed
		Lot # of added preservative
Samples checked for dechlorination:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	14.
Headspace in VOA Vials (>6mm):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	15.
Trip Blank Present:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	16.
Trip Blank Custody Seals Present	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Pace Trip Blank Lot # (if purchased):		

Client Notification/Resolution: _____ Date/Time: _____ Field Data Required? Y / N

Person Contacted: _____

Comments/ Resolution: _____

Project Manager Review: [Signature] Date: 4/12/12

Note: Whenever there is a discrepancy affecting North Carolina compliance samples, a copy of this form will be sent to the North Carolina DEHNR Certification Office (i.e. out of hold, incorrect preservative, out of temp, incorrect containers)



Document Name:
Sample Condition Upon Receipt Form

Document Number:
F-MN-L-213-rev.02

Revised Date: 15Feb2012
Page 1 of 1

Issuing Authority:
Pace Minnesota Quality Office

Sample Condition
Upon Receipt

Client Name: PACE A.B.

Project # 10188820

Courier: Fed Ex UPS USPS Client Commercial Pace Other WALTCO

Tracking #: _____



Custody Seal on Cooler/Box Present: yes no Seals intact: yes no

Packing Material: Bubble Wrap Bubble Bags None Other _____ Temp Blank: Yes No

Thermometer Used 80344842 or 80512447 Type of Ice: Wet Blue None Samples on Ice, cooling process has begun

Cooler Temperature 4.6, 2.1 Biological Tissue is Frozen: Yes No

Temp should be above freezing to 6°C

Date and initials of person examining contents: 4/14/12 [Signature]

Comments:

Chain of Custody Present:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	1.
Chain of Custody Filled Out:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	2.
Chain of Custody Relinquished:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	3.
Sampler Name & Signature on COC:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	4.
Samples Arrived within Hold Time:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	5.
Short Hold Time Analysis (<72hr):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	6.
Rush Turn Around Time Requested:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	7.
Sufficient Volume:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	8.
Correct Containers Used:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	9.
-Pace Containers Used:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Containers Intact:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	10.
Filtered volume received for Dissolved tests	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	11.
Sample Labels match COC:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	12.
-Includes date/time/ID/Analysis Matrix: <u>SL</u>		
All containers needing acid/base preservation have been checked. Noncompliance are noted in 13.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	13.
All containers needing preservation are found to be in compliance with EPA recommendation. (HNO3, H2SO4, HCL<2; NaOH >12)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Samp #
Exceptions: VOA, Coliform, TOC, Oil and Grease, WI-DRO (water)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Initial when completed
		Lot # of added preservative
Headspace in VOA Vials (>6mm):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	14.
Trip Blank Present:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	15.
Trip Blank Custody Seals Present	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Pace Trip Blank Lot # (if purchased):		

Client Notification/ Resolution:

Field Data Required? Y / N

Person Contacted: Tod N. Date/Time: 04/16/12

Comments/ Resolution:

method 1613

Project Manager Review:

(Signature)

Date: 04/16/12

Note: Whenever there is a discrepancy affecting North Carolina compliance samples, a copy of this form will be sent to the North Carolina DEHNR Certification Office (i.e. out of hold, incorrect preservative, out of temp, incorrect containers)



Method 1613B Blank Analysis Results

Lab Sample ID	BLANK-32440	Matrix	Solid
Filename	F120427B_03	Dilution	NA
Total Amount Extracted	20.3 g	Extracted	04/25/2012 18:30
ICAL ID	F120301	Analyzed	04/28/2012 02:54
CCal Filename(s)	F120427A_17	Injected By	BAL

Native Isomers	Conc ng/Kg	EMPC ng/Kg	RL ng/Kg	Internal Standards	ng's Added	Percent Recovery
2,3,7,8-TCDF	ND	----	1.0	2,3,7,8-TCDF-13C	2.00	70
2,3,7,8-TCDD	ND	----	1.0	2,3,7,8-TCDD-13C	2.00	71
				Recovery Standard 1,2,3,4-TCDD-13C	2.00	NA
				Cleanup Standard 2,3,7,8-TCDD-37Cl4	0.20	64

Conc = Concentration (Totals include 2,3,7,8-substituted isomers).

EMPC = Estimated Maximum Possible Concentration

RL = Reporting Limit

Results reported on a dry weight basis and are valid to no more than 2 significant figures.

REPORT OF LABORATORY ANALYSIS

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Report No.....10188820



Method 1613B Sample Analysis Results

Client - PACE Wisconsin

Client's Sample ID	B-1 0-3.6'				
Lab Sample ID	4058798001				
Filename	F120427B_05				
Injected By	BAL				
Total Amount Extracted	15.6 g	Matrix	Solid		
% Moisture	46.7	Dilution	NA		
Dry Weight Extracted	8.31 g	Collected	04/12/2012 13:45		
ICAL ID	F120301	Received	04/14/2012 08:40		
CCal Filename(s)	F120427A_17	Extracted	04/25/2012 18:30		
Method Blank ID	BLANK-32440	Analyzed	04/28/2012 04:23		

Native Isomers	Conc ng/Kg	EMPC ng/Kg	RL ng/Kg	Internal Standards	ng's Added	Percent Recovery
2,3,7,8-TCDF	ND	----	1.0	2,3,7,8-TCDF-13C	2.00	63
2,3,7,8-TCDD	ND	----	1.0	2,3,7,8-TCDD-13C	2.00	74
				Recovery Standard 1,2,3,4-TCDD-13C	2.00	NA
				Cleanup Standard 2,3,7,8-TCDD-37Cl4	0.20	67

Conc = Concentration (Totals include 2,3,7,8-substituted isomers).
 EMPC = Estimated Maximum Possible Concentration
 RL = Reporting Limit

ND = Not Detected
 NA = Not Applicable
 NC = Not Calculated

Results reported on a dry weight basis and are valid to no more than 2 significant figures.
 J = Estimated value

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Report No.....10188820



Method 1613B Sample Analysis Results

Client - PACE Wisconsin

Client's Sample ID	B-2 0-3.42'				
Lab Sample ID	4058798002				
Filename	F120427B_06				
Injected By	BAL				
Total Amount Extracted	16.0 g	Matrix	Solid		
% Moisture	69.3	Dilution	NA		
Dry Weight Extracted	4.91 g	Collected	04/12/2012 14:00		
ICAL ID	F120301	Received	04/14/2012 08:40		
CCal Filename(s)	F120427A_17	Extracted	04/25/2012 18:30		
Method Blank ID	BLANK-32440	Analyzed	04/28/2012 05:08		

Native Isomers	Conc ng/Kg	EMPC ng/Kg	RL ng/Kg	Internal Standards	ng's Added	Percent Recovery
2,3,7,8-TCDF	13.0	----	1.0	2,3,7,8-TCDF-13C	2.00	64
2,3,7,8-TCDD	1.2	----	1.0 J	2,3,7,8-TCDD-13C	2.00	76
				Recovery Standard 1,2,3,4-TCDD-13C	2.00	NA
				Cleanup Standard 2,3,7,8-TCDD-37Cl4	0.20	72

Conc = Concentration (Totals include 2,3,7,8-substituted isomers).
EMPC = Estimated Maximum Possible Concentration
RL = Reporting Limit.

ND = Not Detected
NA = Not Applicable
NC = Not Calculated

Results reported on a dry weight basis and are valid to no more than 2 significant figures.
J = Estimated value

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Report No.....10188820



Method 1613B Sample Analysis Results
 Client - PACE Wisconsin

Client's Sample ID	B-3 0-4.65'	Matrix	Solid
Lab Sample ID	4058798003	Dilution	NA
Filename	F120427B_07	Collected	04/12/2012 14:15
Injected By	BAL	Received	04/14/2012 08:40
Total Amount Extracted	15.5 g	Extracted	04/25/2012 18:30
% Moisture	71.8	Analyzed	04/28/2012 05:52
Dry Weight Extracted	4.37 g		
ICAL ID	F120301		
CCal Filename(s)	F120427A_17		
Method Blank ID	BLANK-32440		

Native Isomers	Conc ng/Kg	EMPC ng/Kg	RL ng/Kg	Internal Standards	ng's Added	Percent Recovery
2,3,7,8-TCDF	12	----	1.0	2,3,7,8-TCDF-13C	2.00	70
2,3,7,8-TCDD	----	1.1	1.0 I	2,3,7,8-TCDD-13C	2.00	81
				Recovery Standard 1,2,3,4-TCDD-13C	2.00	NA
				Cleanup Standard 2,3,7,8-TCDD-37Cl4	0.20	74

Conc = Concentration (Totals include 2,3,7,8-substituted isomers).
 EMPC = Estimated Maximum Possible Concentration
 RL = Reporting Limit.
 Results reported on a dry weight basis and are valid to no more than 2 significant figures.
 I = Interference present

ND = Not Detected
 NA = Not Applicable
 NC = Not Calculated

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Report No.....10188820

Reporting Flags

- A = Reporting Limit based on signal to noise
- B = Less than 10x higher than method blank level
- C = Result obtained from confirmation analysis
- D = Result obtained from analysis of diluted sample
- E = Exceeds calibration range
- I = Interference present
- J = Estimated value
- Nn = Value obtained from additional analysis
- P = PCDE Interference
- R = Recovery outside target range
- S = Peak saturated
- U = Analyte not detected
- V = Result verified by confirmation analysis
- X = %D Exceeds limits
- Y = Calculated using average of daily RFs
- * = See Discussion

REPORT OF LABORATORY ANALYSIS

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Appendix B

Sample Analysis Summary

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Method 1613B Sample Analysis Results
 Client - PACE Wisconsin

Client's Sample ID	B-1 0-3.6'		
Lab Sample ID	4058798001		
Filename	F120427B_05		
Injected By	BAL		
Total Amount Extracted	15.6 g	Matrix	Solid
% Moisture	46.7	Dilution	NA
Dry Weight Extracted	8.31 g	Collected	04/12/2012 13:45
ICAL ID	F120301	Received	04/14/2012 08:40
CCal Filename(s)	F120427A_17	Extracted	04/25/2012 18:30
Method Blank ID	BLANK-32440	Analyzed	04/28/2012 04:23

Native Isomers	Conc ng/Kg	EMPC ng/Kg	RL ng/Kg	Internal Standards	ng's Added	Percent Recovery
2,3,7,8-TCDF	—	0.33	0.26 I	2,3,7,8-TCDF-13C	2.00	63
2,3,7,8-TCDD	ND	—	0.27	2,3,7,8-TCDD-13C	2.00	74
				Recovery Standard 1,2,3,4-TCDD-13C	2.00	NA
				Cleanup Standard 2,3,7,8-TCDD-37C14	0.20	67

Conc = Concentration (Totals include 2,3,7,8-substituted isomers).
 EMPC = Estimated Maximum Possible Concentration
 RL = Reporting Limit.

ND = Not Detected
 NA = Not Applicable
 NC = Not Calculated

Results reported on a dry weight basis and are valid to no more than 2 significant figures.
 I = Interference present

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Method 1613B Sample Analysis Results

Client - PACE Wisconsin

Client's Sample ID	B-2 0-3.42'			
Lab Sample ID	4058798002			
Filename	F120427B_06			
Injected By	BAL			
Total Amount Extracted	16.0 g	Matrix	Solid	
% Moisture	69.3	Dilution	NA	
Dry Weight Extracted	4.91 g	Collected	04/12/2012 14:00	
ICAL ID	F120301	Received	04/14/2012 08:40	
CCal Filename(s)	F120427A_17	Extracted	04/25/2012 18:30	
Method Blank ID	BLANK-32440	Analyzed	04/28/2012 05:08	

Native Isomers	Conc ng/Kg	EMPC ng/Kg	RL ng/Kg	Internal Standards	ng's Added	Percent Recovery
2,3,7,8-TCDF	13.0	—	0.72	2,3,7,8-TCDF-13C	2.00	64
2,3,7,8-TCDD	1.2	—	0.90 J	2,3,7,8-TCDD-13C	2.00	76
				Recovery Standard 1,2,3,4-TCDD-13C	2.00	NA
				Cleanup Standard 2,3,7,8-TCDD-37C14	0.20	72

Conc = Concentration (Totals include 2,3,7,8-substituted isomers).
EMPC = Estimated Maximum Possible Concentration
RL = Reporting Limit.

ND = Not Detected
NA = Not Applicable
NC = Not Calculated

Results reported on a dry weight basis and are valid to no more than 2 significant figures.
J = Estimated value

REPORT OF LABORATORY ANALYSIS

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Method 1613B Sample Analysis Results

Client - PACE Wisconsin

Client's Sample ID	B-3 0-4.65'				
Lab Sample ID	4058798003				
Filename	F120427B_07				
Injected By	BAL				
Total Amount Extracted	15.5 g	Matrix	Solid		
% Moisture	71.8	Dilution	NA		
Dry Weight Extracted	4.37 g	Collected	04/12/2012 14:15		
ICAL ID	F120301	Received	04/14/2012 08:40		
CCal Filename(s)	F120427A_17	Extracted	04/25/2012 18:30		
Method Blank ID	BLANK-32440	Analyzed	04/28/2012 05:52		

Native Isomers	Conc ng/Kg	EMPC ng/Kg	RL ng/Kg	Internal Standards	ng's Added	Percent Recovery
2,3,7,8-TCDF	12	—	0.81	2,3,7,8-TCDF-13C	2.00	70
2,3,7,8-TCDD	—	1.1	0.88 I	2,3,7,8-TCDD-13C	2.00	81
				Recovery Standard 1,2,3,4-TCDD-13C	2.00	NA
				Cleanup Standard 2,3,7,8-TCDD-37Cl4	0.20	74

Conc = Concentration (Totals include 2,3,7,8-substituted isomers).
EMPC = Estimated Maximum Possible Concentration
RL = Reporting Limit.

ND = Not Detected
NA = Not Applicable
NC = Not Calculated

Results reported on a dry weight basis and are valid to no more than 2 significant figures.
I = Interference present.

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Method 1613B Blank Analysis Results

Lab Sample ID	BLANK-32440	Matrix	Solid
Filename	F120427B_03	Dilution	NA
Total Amount Extracted	20.3 g	Extracted	04/25/2012 18:30
ICAL ID	F120301	Analyzed	04/28/2012 02:54
CCal Filename(s)	F120427A_17	Injected By	BAL

Native Isomers	Conc ng/Kg	EMPC ng/Kg	RL ng/Kg	Internal Standards	ng's Added	Percent Recovery
2,3,7,8-TCDF	ND	—	0.086	2,3,7,8-TCDF-13C	2.00	70
2,3,7,8-TCDD	ND	—	0.130	2,3,7,8-TCDD-13C	2.00	71
				Recovery Standard 1,2,3,4-TCDD-13C	2.00	NA
				Cleanup Standard 2,3,7,8-TCDD-37Cl4	0.20	64

Conc = Concentration (Totals include 2,3,7,8-substituted isomers).
 EMPC = Estimated Maximum Possible Concentration
 RL = Reporting Limit

Results reported on a dry weight basis and are valid to no more than 2 significant figures.
 I = Interference present

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REPORT OF LABORATORY ANALYSIS

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Method 1613B Laboratory Control Spike Results

Lab Sample ID	LCS-32441	Matrix	Solid
Filename	F120427B_01	Dilution	NA
Total Amount Extracted	20.3 g	Extracted	04/25/2012 18:30
ICAL ID	F120301	Analyzed	04/28/2012 01:25
CCal Filename	F120427A_17	Injected By	BAL
Method Blank ID	BLANK-32440		

Compound	Cs	Cr	Lower Limit	Upper Limit	% Rec.
2,3,7,8-TCDF	10	11	8.0	14.7	111
2,3,7,8-TCDD	10	8.7	7.3	14.6	87
2,3,7,8-TCDD-37Cl4	10	6.7	3.7	15.8	67
2,3,7,8-TCDF-13C	100	64	26.0	126.0	64
2,3,7,8-TCDD-13C	100	72	25.0	141.0	72

Cs = Concentration Spiked (ng/mL)
 Cr = Concentration Recovered (ng/mL)
 Rec. = Recovery (Expressed as Percent)
 Control Limit Reference: Method 1613, Table 6, 10/94 Revision
 R = Recovery outside of control limits
 Nn = Value obtained from additional analysis
 * = See Discussion

DRAFT

REPORT OF LABORATORY ANALYSIS

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April 26, 2012

TROY GAWRONSKI
FOTH INFRASTRUCTURE & ENVIRONM
2737 South Ridge Rd
Suite 600
Green Bay, WI 54307

RE: Project: 12G005 GOLDER PORLIER
Pace Project No.: 4058798

Dear TROY GAWRONSKI:

Enclosed are the analytical results for sample(s) received by the laboratory on April 12, 2012. The results relate only to the samples included in this report. Results reported herein conform to the most current TNI standards and the laboratory's Quality Assurance Manual, where applicable, unless otherwise noted in the body of the report.

Some analyses have been subcontracted outside of the Pace Network. The subcontracted laboratory report has been attached.

Grain size and Cyanide analyses subcontracted to laboratories certified in Wisconsin for those tests.

If you have any questions concerning this report, please feel free to contact me.

Sincerely,



Kim Berendsen for
Tod Noltemeyer
tod.noltemeyer@pacelabs.com
Project Manager

Enclosures



REPORT OF LABORATORY ANALYSIS

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CERTIFICATIONS

Project: 12G005 GOLDER PORLIER
Pace Project No.: 4058798

Minnesota Certification IDs

1700 Elm Street SE Suite 200, Minneapolis, MN 55414
AZLA Certification #: 2926 D1
Alaska Certification #: UST-078
Alaska Certification #MN00064
Arizona Certification #: AZ-0014
Arkansas Certification #: 88-0880
California Certification #: D1155CA
EPA Region 8 Certification #: Pace
Florida/NELAP Certification #: E87605
Georgia Certification #: 959
Idaho Certification #: MN00064
Illinois Certification #: 200011
Iowa Certification #: 368
Kansas Certification #: E-10167
Louisiana Certification #: 03086
Louisiana Certification #: LA050009
Maine Certification #: 2007029
Maryland Certification #: 322
Michigan DEQ Certification #: 9909
Minnesota Certification #: 027-053-137

Mississippi Certification #: Pace
Montana Certification #: MT CERT0002
Nevada Certification #: MN_00064
Nebraska Certification #: Pace
New Jersey Certification #: MN-002
New Mexico Certification #: Pace
New York Certification #: 11647
North Carolina Certification #: 530
North Dakota Certification #: R-036
North Dakota Certification #: R-036A
Ohio VAP Certification #: CL101
Oklahoma Certification #: D9921
Oklahoma Certification #: 9507
Oregon Certification #: MN200001
Pennsylvania Certification #: 68-00963
Puerto Rico Certification
Tennessee Certification #: 02818
Texas Certification #: T104704192
Washington Certification #: C754
Wisconsin Certification #: 999407970

Green Bay Certification IDs

1241 Bellevue Street, Green Bay, WI 54302
Florida/NELAP Certification #: E87948
Illinois Certification #: 200050
Kentucky Certification #: 82
Louisiana Certification #: 04188
Minnesota Certification #: 055-999-334

New York Certification #: 11888
North Carolina Certification #: 503
North Dakota Certification #: R-150
South Carolina Certification #: 83006001
US Dept of Agriculture #: S-76505
Wisconsin Certification #: 405132750

REPORT OF LABORATORY ANALYSIS

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SAMPLE SUMMARY

Project: 12G005 GOLDR PORLIER
Pace Project No.: 4058798

Lab ID	Sample ID	Matrix	Date Collected	Date Received
4058798001	B-1 0-3.6'	Solid	04/12/12 13:45	04/12/12 15:05
4058798002	B-2 0-3.42'	Solid	04/12/12 14:00	04/12/12 15:05
4058798003	B-3 0-4.65'	Solid	04/12/12 14:15	04/12/12 15:05

DRAFT

REPORT OF LABORATORY ANALYSIS

SAMPLE ANALYTE COUNT

Project: 12G005 GOLDER PORLIER
Pace Project No.: 4058798

Lab ID	Sample ID	Method	Analysts	Analytes Reported	Laboratory		
4058798001	B-1 0-3.5'	EPA 8081	DMH	13	PASI-G		
		EPA 8082	BLM	10	PASI-G		
		EPA 6010	DLB	11	PASI-G		
		EPA 7471	CMS	1	PASI-G		
		ASTM D2974-87	SKW	1	PASI-G		
		EPA 9071	AS1	1	PASI-M		
		EPA 300.0	JCJ	2	PASI-G		
		EPA 350.1	DAW	1	PASI-G		
		EPA 351.2	DAW	1	PASI-G		
		EPA 365.4	DAW	1	PASI-G		
		EPA 9060	TJJ	6	PASI-G		
		4058798002	B-2 0-3.42'	EPA 8081	DMH	13	PASI-G
				EPA 8082	BLM	10	PASI-G
EPA 6010	DLB			11	PASI-G		
EPA 7471	CMS			1	PASI-G		
ASTM D2974-87	SKW			1	PASI-G		
EPA 9071	AS1			1	PASI-M		
EPA 300.0	JCJ			2	PASI-G		
EPA 350.1	DAW			1	PASI-G		
EPA 351.2	DAW			1	PASI-G		
EPA 365.4	DAW			1	PASI-G		
EPA 9060	TJJ			6	PASI-G		
4058798003	B-3 0-4.65'			EPA 8081	DMH	13	PASI-G
				EPA 8082	BLM	10	PASI-G
		EPA 6010	DLB	11	PASI-G		
		EPA 7471	CMS	1	PASI-G		
		ASTM D2974-87	SKW	1	PASI-G		
		EPA 9071	AS1	1	PASI-M		
		EPA 300.0	JCJ	2	PASI-G		
		EPA 350.1	DAW	1	PASI-G		
		EPA 351.2	DAW	1	PASI-G		
		EPA 365.4	DAW	1	PASI-G		
		EPA 9060	TJJ	6	PASI-G		

REPORT OF LABORATORY ANALYSIS

PROJECT NARRATIVE

Project: 12G005 GOLDER PORLIER
Pace Project No.: 4058798

Method: EPA 8081
Description: 8081 GCS Pesticides
Client: FOTH INFRASTRUCTURE & ENVIRONMENT
Date: April 26, 2012

General information:

3 samples were analyzed for EPA 8081. All samples were received in acceptable condition with any exceptions noted below.

Hold Time:

The samples were analyzed within the method required hold times with any exceptions noted below.

Sample Preparation:

The samples were prepared in accordance with EPA 3550 with any exceptions noted below.

Initial Calibrations (including MS Tune as applicable):

All criteria were within method requirements with any exceptions noted below.

Continuing Calibration:

All criteria were within method requirements with any exceptions noted below.

Surrogates:

All surrogates were within QC limits with any exceptions noted below.

Method Blank:

All analytes were below the report limit in the method blank with any exceptions noted below.

Laboratory Control Spike:

All laboratory control spike compounds were within QC limits with any exceptions noted below.

Matrix Spikes:

All percent recoveries and relative percent differences (RPDs) were within acceptance criteria with any exceptions noted below.

Duplicate Sample:

All duplicate sample results were within method acceptance criteria with any exceptions noted below.

Additional Comments:

Analyte Comments:

QC Batch: OEXT14259

C2: Relative percent difference between results from each column was greater than 40%. The lower of the two results was reported.

• B-2 0-3.42' (Lab ID: 4058798002)

- 4,4'-DDE
- 4,4'-DDT
- Chlordane (Technical)
- Dieldrin

REPORT OF LABORATORY ANALYSIS

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PROJECT NARRATIVE

Project: 12G005 GOLDR PORLIER
Pace Project No.: 4058798

Method: EPA 8082
Description: 8082 GCS PCB
Client: FOTH INFRASTRUCTURE & ENVIRONMENT
Date: April 26, 2012

General Information:

3 samples were analyzed for EPA 8082. All samples were received in acceptable condition with any exceptions noted below.

Hold Time:

The samples were analyzed within the method required hold times with any exceptions noted below.

Sample Preparation:

The samples were prepared in accordance with EPA 3541 with any exceptions noted below.

Initial Calibrations (including MS Tune as applicable):

All criteria were within method requirements with any exceptions noted below.

Continuing Calibration:

All criteria were within method requirements with any exceptions noted below.

Surrogates:

All surrogates were within QC limits with any exceptions noted below.

Method Blank:

All analytes were below the report limit in the method blank with any exceptions noted below.

Laboratory Control Spike:

All laboratory control spike compounds were within QC limits with any exceptions noted below.

Matrix Spikes:

All percent recoveries and relative percent differences (RPDs) were within acceptance criteria with any exceptions noted below.

Duplicate Sample:

All duplicate sample results were within method acceptance criteria with any exceptions noted below.

Additional Comments:

REPORT OF LABORATORY ANALYSIS

PROJECT NARRATIVE

Project: 12G005 GOLDR PORLIER
Pace Project No.: 4058798

Method: EPA 6010
Description: 6010 MET ICP
Client: FOTH INFRASTRUCTURE & ENVIRONMENT
Date: April 26, 2012

General Information:

3 samples were analyzed for EPA 6010. All samples were received in acceptable condition with any exceptions noted below.

Hold Time:

The samples were analyzed within the method required hold times with any exceptions noted below.

Sample Preparation:

The samples were prepared in accordance with EPA 3050 with any exceptions noted below.

Initial Calibrations (Including MS Tune as applicable):

All criteria were within method requirements with any exceptions noted below.

Continuing Calibration:

All criteria were within method requirements with any exceptions noted below.

Method Blank:

All analytes were below the report limit in the method blank with any exceptions noted below.

Laboratory Control Spike:

All laboratory control spike compounds were within QC limits with any exceptions noted below.

Matrix Spikes:

All percent recoveries and relative percent differences (RPDs) were within acceptance criteria with any exceptions noted below.

QC Batch: MPRP/6795

A matrix spike and matrix spike duplicate (MS/MSD) were performed on the following sample(s): 4058791001

MO: Matrix spike recovery and/or matrix spike duplicate recovery was outside laboratory control limits.

- MS (Lab ID: 590667)
- Nickel

Duplicate Sample:

All duplicate sample results were within method acceptance criteria with any exceptions noted below.

Additional Comments:

REPORT OF LABORATORY ANALYSIS

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PROJECT NARRATIVE

Project: 12G005 GOLDER PORLIER
Face Project No.: 4058798

Method: EPA 7471
Description: 7471 Mercury
Client: FOTH INFRASTRUCTURE & ENVIRONMENT
Date: April 26, 2012

General Information:

3 samples were analyzed for EPA 7471. All samples were received in acceptable condition with any exceptions noted below.

Hold Time:

The samples were analyzed within the method required hold times with any exceptions noted below.

Sample Preparation:

The samples were prepared in accordance with EPA 7471 with any exceptions noted below.

Initial Calibrations (including MS Tune as applicable):

All criteria were within method requirements with any exceptions noted below.

Continuing Calibration:

All criteria were within method requirements with any exceptions noted below.

Method Blank:

All analytes were below the report limit in the method blank with any exceptions noted below.

Laboratory Control Spike:

All laboratory control spike compounds were within QC limits with any exceptions noted below.

Matrix Spikes:

All percent recoveries and relative percent differences (RPDs) were within acceptance criteria with any exceptions noted below.

Duplicate Sample:

All duplicate sample results were within method acceptance criteria with any exceptions noted below.

Additional Comments:

REPORT OF LABORATORY ANALYSIS

PROJECT NARRATIVE

Project: 12G005 GOLDER PORLIER
Face Project No.: 4058798

Method: EPA 9071
Description: 9071 Oil and Grease, Soxhlet
Client: FOTH INFRASTRUCTURE & ENVIRONMENT
Date: April 26, 2012

General Information:

3 samples were analyzed for EPA 9071. All samples were received in acceptable condition with any exceptions noted below.

Hold Time:

The samples were analyzed within the method required hold times with any exceptions noted below.

Method Blank:

All analytes were below the report limit in the method blank with any exceptions noted below.

Laboratory Control Spike:

All laboratory control spike compounds were within QC limits with any exceptions noted below.

Matrix Spikes:

All percent recoveries and relative percent differences (RPDs) were within acceptance criteria with any exceptions noted below.

Duplicate Sample:

All duplicate sample results were within method acceptance criteria with any exceptions noted below.

Additional Comments:

REPORT OF LABORATORY ANALYSIS

PROJECT NARRATIVE

Project: 12G005 GOLDER PORLIER
Pace Project No.: 4058798

Method: EPA 300.0
Description: 300.0 IC Anions
Client: FOTH INFRASTRUCTURE & ENVIRONMENT
Date: April 26, 2012

General Information:

3 samples were analyzed for EPA 300.0. All samples were received in acceptable condition with any exceptions noted below.

Hold Time:

The samples were analyzed within the method required hold times with any exceptions noted below.

Sample Preparation:

The samples were prepared in accordance with EPA 300.0 with any exceptions noted below.

Initial Calibrations (including MS Tune as applicable):

All criteria were within method requirements with any exceptions noted below.

Continuing Calibration:

All criteria were within method requirements with any exceptions noted below.

Method Blank:

All analytes were below the report limit in the method blank with any exceptions noted below.

Laboratory Control Spike:

All laboratory control spike compounds were within QC limits with any exceptions noted below.

Matrix Spikes:

All percent recoveries and relative percent differences (RPDs) were within acceptance criteria with any exceptions noted below.

Duplicate Sample:

All duplicate sample results were within method acceptance criteria with any exceptions noted below.

Additional Comments:

REPORT OF LABORATORY ANALYSIS

PROJECT NARRATIVE

Project: 12G005 GOLDER PORLIER
Pace Project No.: 4058798

Method: EPA 350.1
Description: 350.1 Ammonia
Client: FOTH INFRASTRUCTURE & ENVIRONMENT
Date: April 26, 2012

General Information:

3 samples were analyzed for EPA 350.1. All samples were received in acceptable condition with any exceptions noted below.

Hold Time:

The samples were analyzed within the method required hold times with any exceptions noted below.

Sample Preparation:

The samples were prepared in accordance with EPA 350.1 with any exceptions noted below.

Initial Calibrations (including MS Tune as applicable):

All criteria were within method requirements with any exceptions noted below.

Continuing Calibration:

All criteria were within method requirements with any exceptions noted below.

Method Blank:

All analytes were below the report limit in the method blank with any exceptions noted below.

Laboratory Control Spike:

All laboratory control spike compounds were within QC limits with any exceptions noted below.

Matrix Spikes:

All percent recoveries and relative percent differences (RPDs) were within acceptance criteria with any exceptions noted below.

QC Batch: WETA/11970

A matrix spike and matrix spike duplicate (MS/MSD) were performed on the following sample(s): 4058753002, 4058798003

M0: Matrix spike recovery and/or matrix spike duplicate recovery was outside laboratory control limits.

- MS (Lab ID: 591847)
 - Nitrogen, Ammonia
- MSD (Lab ID: 591848)
 - Nitrogen, Ammonia

Duplicate Sample:

All duplicate sample results were within method acceptance criteria with any exceptions noted below.

Additional Comments:

REPORT OF LABORATORY ANALYSIS

PROJECT NARRATIVE

Project: 12G005 GOLDER PORLIER
Pace Project No.: 4058798

Method: EPA 351.2
Description: 351.2 Total Kjeldahl Nitrogen
Client: FOTH INFRASTRUCTURE & ENVIRONMENT
Date: April 26, 2012

General Information:

3 samples were analyzed for EPA 351.2. All samples were received in acceptable condition with any exceptions noted below.

Hold Time:

The samples were analyzed within the method required hold times with any exceptions noted below.

Sample Preparation:

The samples were prepared in accordance with EPA 351.2 with any exceptions noted below.

Initial Calibrations (including MS Tune as applicable):

All criteria were within method requirements with any exceptions noted below.

Continuing Calibration:

All criteria were within method requirements with any exceptions noted below.

Method Blank:

All analytes were below the report limit in the method blank with any exceptions noted below.

Laboratory Control Spike:

All laboratory control spike compounds were within QC limits with any exceptions noted below.

Matrix Spikes:

All percent recoveries and relative percent differences (RPDs) were within acceptance criteria with any exceptions noted below.

Duplicate Sample:

All duplicate sample results were within method acceptance criteria with any exceptions noted below.

Additional Comments:

REPORT OF LABORATORY ANALYSIS

PROJECT NARRATIVE

Project: 12G005 GOLDER PORLIER
Pace Project No.: 4058796

Method: EPA 365.4
Description: 365.4 Total Phosphorus
Client: FOTH INFRASTRUCTURE & ENVIRONMENT
Date: April 26, 2012

General Information:

3 samples were analyzed for EPA 365.4. All samples were received in acceptable condition with any exceptions noted below.

Hold Time:

The samples were analyzed within the method required hold times with any exceptions noted below.

Sample Preparation:

The samples were prepared in accordance with EPA 365.4 with any exceptions noted below.

Initial Calibrations (including MS Tune as applicable):

All criteria were within method requirements with any exceptions noted below.

Continuing Calibration:

All criteria were within method requirements with any exceptions noted below.

Method Blank:

All analytes were below the report limit in the method blank with any exceptions noted below.

Laboratory Control Spike:

All laboratory control spike compounds were within QC limits with any exceptions noted below.

Matrix Spikes:

All percent recoveries and relative percent differences (RPDs) were within acceptance criteria with any exceptions noted below.

QC Batch: WETA/12016

A matrix spike and matrix spike duplicate (MS/MSD) were performed on the following sample(s): 4058796003

M0: Matrix spike recovery and/or matrix spike duplicate recovery was outside laboratory control limits.

- MSD (Lab ID: 593274)
- Phosphorus

Duplicate Sample:

All duplicate sample results were within method acceptance criteria with any exceptions noted below.

Additional Comments:

REPORT OF LABORATORY ANALYSIS

PROJECT NARRATIVE

Project: 12G005 GOLDER PORLIER
Pace Project No.: 4058798

Method: EPA 9060
Description: Total Organic Carbon Quad
Client: FOTH INFRASTRUCTURE & ENVIRONMENT
Date: April 26, 2012

General Information:

3 samples were analyzed for EPA 9060. All samples were received in acceptable condition with any exceptions noted below.

Hold Time:

The samples were analyzed within the method required hold times with any exceptions noted below.

Initial Calibrations (including MS Tune as applicable):

All criteria were within method requirements with any exceptions noted below.

Continuing Calibration:

All criteria were within method requirements with any exceptions noted below.

Method Blank:

All analytes were below the report limit in the method blank with any exceptions noted below.

Laboratory Control Spike:

All laboratory control spike compounds were within QC limits with any exceptions noted below.

Matrix Spikes:

All percent recoveries and relative percent differences (RPDs) were within acceptance criteria with any exceptions noted below.

Duplicate Sample:

All duplicate sample results were within method acceptance criteria with any exceptions noted below.

Additional Comments:

This data package has been reviewed for quality and completeness and is approved for release.

REPORT OF LABORATORY ANALYSIS

ANALYTICAL RESULTS

Project: 12G005 GOLDER PORLIER
Pace Project No.: 4058798

Sample: B-1 0-3.6' Lab ID: 4058798001 Collected: 04/12/12 13:45 Received: 04/12/12 15:05 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Quil
8081 GCS Pesticides									
Analytical Method: EPA 8081 Preparation Method: EPA 3550									
Aldrin	<0.84	ug/kg	3.1	0.84	1	04/17/12 11:24	04/23/12 20:19	309-00-2	
gamma-BHC (Lindane)	<0.88	ug/kg	3.1	0.88	1	04/17/12 11:24	04/23/12 20:19	58-89-9	
Chlordane (Technical)	<23.8	ug/kg	62.5	23.8	1	04/17/12 11:24	04/23/12 20:19	57-74-9	
alpha-Chlordane	<1.2	ug/kg	3.1	1.2	1	04/17/12 11:24	04/23/12 20:19	5103-71-9	
gamma-Chlordane	<1.1	ug/kg	3.1	1.1	1	04/17/12 11:24	04/23/12 20:19	5103-74-2	
4,4'-DDE	<1.9	ug/kg	6.3	1.9	1	04/17/12 11:24	04/23/12 20:19	72-55-9	
4,4'-DDT	<2.9	ug/kg	6.3	2.9	1	04/17/12 11:24	04/23/12 20:19	50-29-3	
Dieldrin	<2.2	ug/kg	6.3	2.2	1	04/17/12 11:24	04/23/12 20:19	60-57-1	
Endrin	<1.8	ug/kg	6.3	1.8	1	04/17/12 11:24	04/23/12 20:19	72-20-8	
Heptachlor	<1.0	ug/kg	3.1	1.0	1	04/17/12 11:24	04/23/12 20:19	76-44-8	
Toxaphene	<42.3	ug/kg	188	42.3	1	04/17/12 11:24	04/23/12 20:19	8001-35-2	
Surrogates									
Tetrachloro-m-xylene (S)	46 %		29-130		1	04/17/12 11:24	04/23/12 20:19	877-09-8	
Decachlorobiphenyl (S)	45 %		10-130		1	04/17/12 11:24	04/23/12 20:19	2051-24-3	
8082 GCS PCB									
Analytical Method: EPA 8082 Preparation Method: EPA 3541									
PCB-1016 (Aroclor 1016)	<44.3	ug/kg	188	44.3	1	04/13/12 12:00	04/13/12 21:30	12674-11-2	
PCB-1221 (Aroclor 1221)	<44.3	ug/kg	188	44.3	1	04/13/12 12:00	04/13/12 21:30	11104-28-2	
PCB-1232 (Aroclor 1232)	<44.3	ug/kg	188	44.3	1	04/13/12 12:00	04/13/12 21:30	11141-16-5	
PCB-1242 (Aroclor 1242)	138J	ug/kg	188	44.3	1	04/13/12 12:00	04/13/12 21:30	53469-21-9	
PCB-1248 (Aroclor 1248)	<44.3	ug/kg	188	44.3	1	04/13/12 12:00	04/13/12 21:30	12672-29-6	
PCB-1254 (Aroclor 1254)	<44.3	ug/kg	188	44.3	1	04/13/12 12:00	04/13/12 21:30	11097-69-1	
PCB-1260 (Aroclor 1260)	<44.3	ug/kg	188	44.3	1	04/13/12 12:00	04/13/12 21:30	11096-82-5	
PCB, Total	138J	ug/kg	188	44.3	1	04/13/12 12:00	04/13/12 21:30	1336-36-3	
Surrogates									
Tetrachloro-m-xylene (S)	86 %		43-130		1	04/13/12 12:00	04/13/12 21:30	877-09-8	
Decachlorobiphenyl (S)	90 %		48-130		1	04/13/12 12:00	04/13/12 21:30	2051-24-3	
6010 MET ICP									
Analytical Method: EPA 6010 Preparation Method: EPA 3050									
Arsenic	2.8J	mg/kg	3.7	0.67	1	04/13/12 09:30	04/13/12 16:12	7440-38-2	
Barium	85.1	mg/kg	0.92	0.055	1	04/13/12 09:30	04/13/12 16:12	7440-39-3	
Cadmium	0.24J	mg/kg	0.92	0.058	1	04/13/12 09:30	04/13/12 16:12	7440-43-8	
Chromium	25.1	mg/kg	0.92	0.19	1	04/13/12 09:30	04/13/12 16:12	7440-47-3	
Copper	14.7	mg/kg	1.8	0.18	1	04/13/12 09:30	04/13/12 16:12	7440-50-8	
Iron	20100	mg/kg	18.5	4.1	1	04/13/12 09:30	04/13/12 16:12	7439-89-6	
Lead	8.1	mg/kg	1.8	0.47	1	04/13/12 09:30	04/13/12 16:12	7439-92-1	
Manganese	602	mg/kg	0.92	0.18	1	04/13/12 09:30	04/13/12 16:12	7439-96-5	
Nickel	15.9	mg/kg	1.8	0.14	1	04/13/12 09:30	04/13/12 16:12	7440-02-0	
Selenium	<0.89	mg/kg	3.7	0.89	1	04/13/12 09:30	04/13/12 16:12	7782-49-2	
Zinc	35.9	mg/kg	7.4	1.8	1	04/13/12 09:30	04/13/12 16:12	7440-66-6	
7471 Mercury									
Analytical Method: EPA 7471 Preparation Method: EPA 7471									
Mercury	0.064	mg/kg	0.012	0.0062	1	04/18/12 16:06	04/18/12 22:38	7439-97-6	

ANALYTICAL RESULTS

Project: 12G005 GOLDER PORLIER
Pace Project No: 4058798

Sample: B-1 0-3.6' Lab ID: 4058798001 Collected: 04/12/12 13:45 Received: 04/12/12 15:05 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
Percent Moisture Analytical Method: ASTM D2974-87									
Percent Moisture	46.7	%	0.10	0.10	1		04/13/12 08:00		
9071 Oil and Grease, Soxhlet Analytical Method: EPA 9071									
Oil and Grease	<66.6	mg/kg	462	66.6	1	04/19/12 13:25	04/18/12 13:25		
300.0 IC Anions Analytical Method: EPA 300.0 Preparation Method: EPA 300.0									
Nitrate as N	4.3J	mg/kg	7.5	3.8	1	04/17/12 16:16	04/18/12 22:29	14797-55-8	
Nitrite as N	<1.9	mg/kg	3.8	1.9	1	04/17/12 16:16	04/18/12 22:29	14797-85-0	
350.1 Ammonia Analytical Method: EPA 350.1 Preparation Method: EPA 350.1									
Nitrogen, Ammonia	342	mg/kg	18.8	9.4	1	04/16/12 10:45	04/16/12 14:31	7664-41-7	
351.2 Total Kjeldahl Nitrogen Analytical Method: EPA 351.2 Preparation Method: EPA 351.2									
Nitrogen, Kjeldahl, Total	2250	mg/kg	125	17.5	1	04/20/12 09:30	04/20/12 13:58	7727-37-9	
365.4 Total Phosphorus Analytical Method: EPA 365.4 Preparation Method: EPA 365.4									
Phosphorus	650	mg/kg	65.3	32.6	1	04/19/12 09:45	04/19/12 17:10	7723-14-0	
Total Organic Carbon Quad Analytical Method: EPA 9060									
RSD%	8.2	%			1		04/23/12 14:51		
Total Organic Carbon	16300	mg/kg	10000	2800	1		04/23/12 14:42	7440-44-0	
Total Organic Carbon	19300	mg/kg	10000	2800	1		04/23/12 14:45	7440-44-0	
Total Organic Carbon	19700	mg/kg	9090	2550	1		04/23/12 14:48	7440-44-0	
Total Organic Carbon	18500	mg/kg	9090	2550	1		04/23/12 14:51	7440-44-0	
Mean Total Organic Carbon	18400	mg/kg	9550	2670	1		04/23/12 14:51	7440-44-0	

Sample: B-2 0-3.42' Lab ID: 4058798002 Collected: 04/12/12 14:00 Received: 04/12/12 15:05 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
8081 GCS Pesticides Analytical Method: EPA 8081 Preparation Method: EPA 3550									
Aldrin	<1.5	ug/kg	5.4	1.5	1	04/17/12 11:24	04/23/12 22:09	309-00-2	
gamma-BHC (Lindane)	37.2	ug/kg	5.4	1.5	1	04/17/12 11:24	04/23/12 22:09	58-89-9	
Chlordane (Technical)	69.4J	ug/kg	109	41.3	1	04/17/12 11:24	04/23/12 22:09	57-74-9	C2
alpha-Chlordane	<2.0	ug/kg	5.4	2.0	1	04/17/12 11:24	04/23/12 22:09	5103-71-9	
gamma-Chlordane	<1.9	ug/kg	5.4	1.9	1	04/17/12 11:24	04/23/12 22:09	5103-74-2	
4,4'-DDE	4.7J	ug/kg	10.9	3.2	1	04/17/12 11:24	04/23/12 22:09	72-55-9	C2
4,4'-DDT	8.0J	ug/kg	10.9	5.0	1	04/17/12 11:24	04/23/12 22:09	50-29-3	C2
Dieldrin	11.5	ug/kg	10.9	3.8	1	04/17/12 11:24	04/23/12 22:09	60-57-1	C2
Endrin	<3.2	ug/kg	10.9	3.2	1	04/17/12 11:24	04/23/12 22:09	72-20-8	
Heptachlor	<1.7	ug/kg	5.4	1.7	1	04/17/12 11:24	04/23/12 22:09	76-44-8	

ANALYTICAL RESULTS

Project: 12G005 GOLDR PORLIER
Pace Project No.: 4058798

Sample: B-2 0-3.42' Lab ID: 4058798002 Collected: 04/12/12 14:00 Received: 04/12/12 15:05 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
8081 GCS Pesticides									
Analytical Method: EPA 8081 Preparation Method: EPA 3550									
Toxaphene	210J	ug/kg	326	73.3	1	04/17/12 11:24	04/23/12 22:09	8001-35-2	
Surrogates									
Tetrachloro-m-xylene (S)	48 %		29-130		1	04/17/12 11:24	04/23/12 22:09	877-09-8	
Decachlorobiphenyl (S)	49 %		10-130		1	04/17/12 11:24	04/23/12 22:09	2051-24-3	
8082 GCS PCB									
Analytical Method: EPA 8082 Preparation Method: EPA 3541									
PCB-1016 (Aroclor 1016)	<385	ug/kg	1630	385	5	04/13/12 12:00	04/13/12 21:48	12674-11-2	
PCB-1221 (Aroclor 1221)	<385	ug/kg	1630	385	5	04/13/12 12:00	04/13/12 21:48	11104-28-2	
PCB-1232 (Aroclor 1232)	<385	ug/kg	1630	385	5	04/13/12 12:00	04/13/12 21:48	11141-16-5	
PCB-1242 (Aroclor 1242)	12100	ug/kg	1630	385	5	04/13/12 12:00	04/13/12 21:48	53469-21-9	
PCB-1248 (Aroclor 1248)	<385	ug/kg	1630	385	5	04/13/12 12:00	04/13/12 21:48	12672-29-6	
PCB-1254 (Aroclor 1254)	<385	ug/kg	1630	385	5	04/13/12 12:00	04/13/12 21:48	11097-69-1	
PCB-1260 (Aroclor 1260)	723J	ug/kg	1630	385	5	04/13/12 12:00	04/13/12 21:48	11096-82-5	
PCB, Total	12800	ug/kg	1630	385	5	04/13/12 12:00	04/13/12 21:48	1336-36-3	
Surrogates									
Tetrachloro-m-xylene (S)	81 %		43-130		5	04/13/12 12:00	04/13/12 21:48	877-09-8	
Decachlorobiphenyl (S)	90 %		48-130		5	04/13/12 12:00	04/13/12 21:48	2051-24-3	
6010 MET ICP									
Analytical Method: EPA 6010 Preparation Method: EPA 3050									
Arsenic	4.0J	mg/kg	6.1	1.1	1	04/13/12 09:30	04/13/12 16:14	7440-38-2	
Barium	109	mg/kg	1.5	0.092	1	04/13/12 09:30	04/13/12 16:14	7440-39-3	
Cadmium	1.9	mg/kg	1.5	0.096	1	04/13/12 09:30	04/13/12 16:14	7440-43-0	
Chromium	77.4	mg/kg	1.5	0.31	1	04/13/12 09:30	04/13/12 16:14	7440-47-3	
Copper	85.0	mg/kg	3.1	0.30	1	04/13/12 09:30	04/13/12 16:14	7440-50-8	
Iron	19500	mg/kg	30.7	6.9	1	04/13/12 09:30	04/13/12 16:14	7439-89-6	
Lead	137	mg/kg	3.1	0.78	1	04/13/12 09:30	04/13/12 16:14	7439-92-1	
Manganese	351	mg/kg	1.5	0.29	1	04/13/12 09:30	04/13/12 16:14	7439-96-5	
Nickel	19.7	mg/kg	3.1	0.24	1	04/13/12 09:30	04/13/12 16:14	7440-02-0	
Selenium	<1.5	mg/kg	6.1	1.5	1	04/13/12 09:30	04/13/12 16:14	7782-49-2	
Zinc	201	mg/kg	12.3	2.9	1	04/13/12 09:30	04/13/12 16:14	7440-66-6	
7471 Mercury									
Analytical Method: EPA 7471 Preparation Method: EPA 7471									
Mercury	6.3	mg/kg	0.42	0.21	20	04/18/12 16:08	04/18/12 22:33	7439-97-8	
Percent Moisture									
Analytical Method: ASTM D2974-87									
Percent Moisture	69.3	%	0.10	0.10	1		04/13/12 08:01		
9071 Oil and Grease, Soxhlet									
Analytical Method: EPA 9071									
Oil and Grease	642J	mg/kg	802	118	1	04/19/12 13:25	04/19/12 13:25		
300.0 IC Anions									
Analytical Method: EPA 300.0 Preparation Method: EPA 300.0									
Nitrate as N	9.5J	mg/kg	13.1	6.5	1	04/17/12 16:16	04/18/12 23:11	14797-65-8	
Nitrite as N	<3.3	mg/kg	6.5	3.3	1	04/17/12 16:16	04/18/12 23:11	14797-65-0	

ANALYTICAL RESULTS

Project: 12G005 GOLDER PORLIER
Pace Project No.: 4058798

Sample: B-2 0-3.42' Lab ID: 4058798002 Collected: 04/12/12 14:00 Received: 04/12/12 15:05 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
350.1 Ammonia Analytical Method: EPA 350.1 Preparation Method: EPA 350.1									
Nitrogen, Ammonia	1220	mg/kg	116	58.1	5	04/16/12 10:45	04/16/12 14:41	7664-41-7	
351.2 Total Kjeldahl Nitrogen Analytical Method: EPA 351.2 Preparation Method: EPA 351.2									
Nitrogen, Kjeldahl, Total	5550	mg/kg	1420	198	5	04/20/12 09:30	04/20/12 13:58	7727-37-9	
365.4 Total Phosphorus Analytical Method: EPA 365.4 Preparation Method: EPA 365.4									
Phosphorus	2030	mg/kg	78.9	39.5	1	04/19/12 09:45	04/19/12 15:20	7723-14-0	
Total Organic Carbon Quad Analytical Method: EPA 9060									
RSD%	5.1	%			1		04/23/12 15:46		
Total Organic Carbon	43000	mg/kg	9090	2550	1		04/23/12 15:35	7440-44-0	
Total Organic Carbon	41000	mg/kg	9090	2550	1		04/23/12 15:39	7440-44-0	
Total Organic Carbon	38800	mg/kg	10000	2800	1		04/23/12 15:42	7440-44-0	
Total Organic Carbon	43500	mg/kg	9090	2550	1		04/23/12 15:46	7440-44-0	
Mean Total Organic Carbon	41600	mg/kg	9320	2610	1		04/23/12 15:46	7440-44-0	

Sample: B-3 0-4.65' Lab ID: 4058798003 Collected: 04/12/12 14:15 Received: 04/12/12 15:05 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
8081 GCS Pesticides Analytical Method: EPA 8081 Preparation Method: EPA 3550									
Aldrin	<1.6	ug/kg	5.9	1.6	1	04/17/12 11:24	04/23/12 22:45	309-00-2	
gamma-BHC (Lindane)	<1.7	ug/kg	5.9	1.7	1	04/17/12 11:24	04/23/12 22:45	58-89-9	
Chlordane (Technical)	<45.1	ug/kg	118	45.1	1	04/17/12 11:24	04/23/12 22:45	57-74-9	
alpha-Chlordane	<2.2	ug/kg	5.9	2.2	1	04/17/12 11:24	04/23/12 22:45	5103-71-9	
gamma-Chlordane	<2.0	ug/kg	5.9	2.0	1	04/17/12 11:24	04/23/12 22:45	5103-74-2	
4,4'-DDE	<3.5	ug/kg	11.8	3.5	1	04/17/12 11:24	04/23/12 22:45	72-55-9	
4,4'-DDT	<5.4	ug/kg	11.8	5.4	1	04/17/12 11:24	04/23/12 22:45	50-29-3	
Dieldrin	<4.2	ug/kg	11.8	4.2	1	04/17/12 11:24	04/23/12 22:45	60-57-1	
Endrin	<3.4	ug/kg	11.8	3.4	1	04/17/12 11:24	04/23/12 22:45	72-20-8	
Heptachlor	<1.9	ug/kg	5.9	1.9	1	04/17/12 11:24	04/23/12 22:45	76-44-8	
Toxaphene	<79.9	ug/kg	355	79.9	1	04/17/12 11:24	04/23/12 22:45	8001-35-2	
Surrogates									
Tetrachloro-m-xylene (S)	56	%	29-130		1	04/17/12 11:24	04/23/12 22:45	877-09-8	
Decachlorobiphenyl (S)	56	%	10-130		1	04/17/12 11:24	04/23/12 22:45	2051-24-3	
8082 GCS PCB Analytical Method: EPA 8082 Preparation Method: EPA 3541									
PCB-1016 (Aroclor 1016)	<168	ug/kg	710	168	2	04/13/12 12:00	04/13/12 22:06	12674-11-2	
PCB-1221 (Aroclor 1221)	<168	ug/kg	710	168	2	04/13/12 12:00	04/13/12 22:06	11104-28-2	
PCB-1232 (Aroclor 1232)	<168	ug/kg	710	168	2	04/13/12 12:00	04/13/12 22:06	11141-16-5	
PCB-1242 (Aroclor 1242)	3300	ug/kg	710	168	2	04/13/12 12:00	04/13/12 22:06	53469-21-9	
PCB-1248 (Aroclor 1248)	<168	ug/kg	710	168	2	04/13/12 12:00	04/13/12 22:06	12672-29-6	

ANALYTICAL RESULTS

Project: 12G005 GOLDR PORLIER
Pace Project No.: 4058798

Sample: B-3 0-4.65' Lab ID: 4058798003 Collected: 04/12/12 14:15 Received: 04/12/12 15:05 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No	Qual
8082 GCS PCB									
Analytical Method: EPA 8082 Preparation Method: EPA 3541									
PCB-1254 (Aroclor 1254)	<168	ug/kg	710	168	2	04/13/12 12:00	04/13/12 22:06	11097-69-1	
PCB-1260 (Aroclor 1260)	<168	ug/kg	710	168	2	04/13/12 12:00	04/13/12 22:06	11096-82-5	
PCB, Total	3300	ug/kg	710	168	2	04/13/12 12:00	04/13/12 22:06	1336-36-3	
Surrogates									
Tetrachloro-m-xylene (S)	85	%	43-130		2	04/13/12 12:00	04/13/12 22:06	877-09-8	
Decachlorobiphenyl (S)	68	%	48-130		2	04/13/12 12:00	04/13/12 22:06	2051-24-3	
6010 MET ICP									
Analytical Method: EPA 6010 Preparation Method: EPA 3050									
Arsenic	4.7J	mg/kg	8.7	1.2	1	04/13/12 09:30	04/13/12 16:16	7440-38-2	
Barium	108	mg/kg	1.7	0.10	1	04/13/12 09:30	04/13/12 16:16	7440-39-3	
Cadmium	1.6J	mg/kg	1.7	0.10	1	04/13/12 09:30	04/13/12 16:16	7440-43-9	
Chromium	87.4	mg/kg	1.7	0.34	1	04/13/12 09:30	04/13/12 16:16	7440-47-3	
Copper	73.5	mg/kg	3.3	0.33	1	04/13/12 09:30	04/13/12 16:16	7440-50-8	
Iron	22800	mg/kg	33.3	7.5	1	04/13/12 09:30	04/13/12 16:16	7439-89-6	
Lead	106	mg/kg	3.3	0.84	1	04/13/12 09:30	04/13/12 16:16	7439-92-1	
Manganese	487	mg/kg	1.7	0.32	1	04/13/12 09:30	04/13/12 16:16	7439-96-5	
Nickel	22.4	mg/kg	3.3	0.26	1	04/13/12 09:30	04/13/12 16:16	7440-02-0	
Selenium	<1.6	mg/kg	8.7	1.6	1	04/13/12 09:30	04/13/12 16:16	7782-49-2	
Zinc	214	mg/kg	33.3	3.2	1	04/13/12 09:30	04/13/12 16:16	7440-66-6	
7471 Mercury									
Analytical Method: EPA 7471 Preparation Method: EPA 7471									
Mercury	2.0	mg/kg	0.20	0.099	10	04/18/12 16:05	04/18/12 22:35	7439-97-6	
Percent Moisture									
Analytical Method: ASTM D2974-87									
Percent Moisture	71.8	%	0.10	0.10	1		04/13/12 08:01		
9071 Oil and Grease, Soxhlet									
Analytical Method: EPA 9071									
Oil and Grease	493J	mg/kg	880	127	1	04/19/12 13:25	04/19/12 13:25		
300.0 IC Anions									
Analytical Method: EPA 300.0 Preparation Method: EPA 300.0									
Nitrate as N	<7.1	mg/kg	14.3	7.1	1	04/17/12 16:16	04/18/12 23:54	14797-55-6	
Nitrite as N	<3.6	mg/kg	7.1	3.6	1	04/17/12 16:16	04/18/12 23:54	14797-85-0	
350.1 Ammonia									
Analytical Method: EPA 350.1 Preparation Method: EPA 350.1									
Nitrogen, Ammonia	1640	mg/kg	213	106	5	04/16/12 10:45	04/16/12 14:42	7664-41-7	
351.2 Total Kjeldahl Nitrogen									
Analytical Method: EPA 351.2 Preparation Method: EPA 351.2									
Nitrogen, Kjeldahl, Total	7110	mg/kg	1610	226	5	04/20/12 09:30	04/20/12 13:59	7727-37-9	
365.4 Total Phosphorus									
Analytical Method: EPA 365.4 Preparation Method: EPA 365.4									
Phosphorus	1910	mg/kg	135	67.6	1	04/19/12 09:45	04/19/12 15:21	7723-14-0	M0
Total Organic Carbon Quad									
Analytical Method: EPA 9060									
RSD%	10.8	%			1		04/23/12 16:00		

ANALYTICAL RESULTS

Project: 12G005 GOLDER PORLIER

Pace Project No: 4058798

Sample: B-3 0-4.65' Lab ID: 4058798003 Collected: 04/12/12 14:15 Received: 04/12/12 15:05 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
Total Organic Carbon Quad		Analytical Method: EPA 9060							
Total Organic Carbon	36300	mg/kg	8330	2330	1		04/23/12 15:50	7440-44-0	
Total Organic Carbon	40700	mg/kg	10000	2800	1		04/23/12 15:53	7440-44-0	
Total Organic Carbon	47100	mg/kg	9090	2550	1		04/23/12 15:57	7440-44-0	
Total Organic Carbon	41400	mg/kg	10000	2800	1		04/23/12 16:00	7440-44-0	
Mean Total Organic Carbon	41400	mg/kg	9360	2620	1		04/23/12 16:00	7440-44-0	

DRAFT

QUALITY CONTROL DATA

Project: 12G005 GOLDER PORLIER
Pace Project No.: 4058798

QC Batch: MERP/3037 Analysis Method: EPA 7471
QC Batch Method: EPA 7471 Analysis Description: 7471 Mercury
Associated Lab Samples: 4058798001, 4058798002, 4058798003

METHOD BLANK: 593211 Matrix: Solid

Associated Lab Samples: 4058798001, 4058798002, 4058798003

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
Mercury	mg/kg	<0.0033	0.0067	04/18/12 21:31	

LABORATORY CONTROL SAMPLE: 593212

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Mercury	mg/kg	.17	0.16	96	85-115	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 593213 593214

Parameter	Units	4058688001 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	Max RPD	Qual
Mercury	mg/kg	0.0068J	2	2	0.21	0.21	102	102	85-115	0 20	

QUALITY CONTROL DATA

Project: 12G005 GOLDER PORLIER
Pace Project No.: 4058798

QC Batch: MPRP/6795 Analysis Method: EPA 6010
QC Batch Method: EPA 3050 Analysis Description: 6010 MET
Associated Lab Samples: 4058798001, 4058798002, 4058798003

METHOD BLANK: 590665 Matrix: Solid
Associated Lab Samples: 4058798001, 4058798002, 4058798003

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
Arsenic	mg/kg	<0.36	2.0	04/13/12 15:34	
Barium	mg/kg	<0.030	0.50	04/13/12 15:34	
Cadmium	mg/kg	<0.031	0.50	04/13/12 15:34	
Chromium	mg/kg	<0.10	0.50	04/13/12 15:34	
Copper	mg/kg	<0.099	1.0	04/13/12 15:34	
Iron	mg/kg	<2.2	10.0	04/13/12 15:34	
Lead	mg/kg	<0.25	1.0	04/13/12 15:34	
Manganese	mg/kg	<0.095	0.50	04/13/12 15:34	
Nickel	mg/kg	<0.077	1.0	04/13/12 15:34	
Selenium	mg/kg	<0.48	2.0	04/13/12 15:34	
Zinc	mg/kg	<0.96	4.0	04/13/12 15:34	

LABORATORY CONTROL SAMPLE & LCSD: 590666

590669

Parameter	Units	Spike Conc	LCS Result	LCSD Result	LCS % Rec	LCSD % Rec	% Rec Limits	RPD	Max RPD	Qualifiers
Arsenic	mg/kg	50	49.2	49.2	98	98	80-120	0	20	
Barium	mg/kg	50	49.9	49.7	100	99	80-120	0	20	
Cadmium	mg/kg	50	49.4	49.6	99	99	80-120	0	20	
Chromium	mg/kg	50	51.0	50.5	102	101	80-120	1	20	
Copper	mg/kg	50	49.7	49.2	99	98	80-120	1	20	
Iron	mg/kg	500	509	506	102	101	80-120	0	20	
Lead	mg/kg	50	51.6	52.1	103	104	80-120	1	20	
Manganese	mg/kg	50	51.4	50.7	103	101	80-120	1	20	
Nickel	mg/kg	50	49.3	49.3	99	99	80-120	0	20	
Selenium	mg/kg	50	50.7	50.6	101	101	80-120	0	20	
Zinc	mg/kg	50	50.8	51.1	102	102	80-120	1	20	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 590667

590668

Parameter	Units	4058791001		MS		MSD		% Rec	% Rec	% Rec Limits	RPD	Max RPD	Qual
		Result	Conc	Spike Conc	Spike Conc	Result	Result						
Arsenic	mg/kg	3.4	62.4	61.8	61.8	52.6	52.3	79	79	75-125	1	20	
Barium	mg/kg	92.6	62.4	61.8	61.8	144	148	83	90	75-125	3	20	
Cadmium	mg/kg	0.17J	62.4	61.8	61.8	51.0	51.2	81	83	75-125	0	20	
Chromium	mg/kg	30.6	62.4	61.8	61.8	79.1	79.5	78	79	75-125	1	20	
Copper	mg/kg	25.1	62.4	61.8	61.8	74.0	75.2	76	81	75-125	2	20	
Iron	mg/kg	23100	624	618	618	23500	24200	63	192	75-125	3	20	P6
Lead	mg/kg	7.0	62.4	61.8	61.8	56.0	55.9	79	79	75-125	0	20	
Manganese	mg/kg	580	62.4	61.8	61.8	585	600	40	65	75-125	3	20	P6
Nickel	mg/kg	22.4	62.4	61.8	61.8	67.4	69.9	72	77	75-125	4	20	M0

Date: 04/26/2012 02:56 PM

REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA

Project: 12G005 GOLDR PORLIER
Pace Project No.: 4058798

Parameter	Units	4058791001		590667		590668		% Rec	% Rec	% Rec Limits	Max		Qual
		Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS Result				MSD Result	RPD	
Selenium	mg/kg	<0.60	62.4	61.8	48.2	49.7	77	80	75-125	3	20		
Zinc	mg/kg	33.5	62.4	61.8	80.2	81.2	75	77	75-125	1	20		

DRAFT

QUALITY CONTROL DATA

Project: 12G005 GOLDR PORLIER
Pace Project No.: 4058798

QC Batch: OEXT/14259 Analysis Method: EPA 8081
QC Batch Method: EPA 3550 Analysis Description: 8081 GCS Pesticides
Associated Lab Samples: 4058798001, 4058798002, 4058798003

METHOD BLANK: 592378 Matrix: Solid
Associated Lab Samples: 4058798001, 4058798002, 4058798003

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
4,4'-DDE	ug/kg	<0.99	3.3	04/23/12 19:26	
4,4'-DDT	ug/kg	<1.5	3.3	04/23/12 19:26	
Aldrin	ug/kg	<0.45	1.7	04/23/12 19:26	
alpha-Chlordane	ug/kg	<0.62	1.7	04/23/12 19:26	
Chlordane (Technical)	ug/kg	<12.7	33.3	04/23/12 19:26	
Dieldrin	ug/kg	<1.2	3.3	04/23/12 19:26	
Endrin	ug/kg	<0.97	3.3	04/23/12 19:26	
gamma-BHC (Lindane)	ug/kg	<0.47	1.7	04/23/12 19:26	
gamma-Chlordane	ug/kg	<0.57	1.7	04/23/12 19:26	
Heptachlor	ug/kg	<0.53	1.7	04/23/12 19:26	
Toxaphene	ug/kg	<22.5	100	04/23/12 19:26	
Decachlorobiphenyl (S)	%	68	10-130	04/23/12 19:26	
Tetrachloro-m-xylene (S)	%	70	29-130	04/23/12 19:26	

LABORATORY CONTROL SAMPLE: 592377

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
4,4'-DDE	ug/kg	26.7	21.9	82	32-130	
4,4'-DDT	ug/kg	26.7	23.4	88	27-130	
Aldrin	ug/kg	13.3	9.8	73	35-130	
alpha-Chlordane	ug/kg	13.3	10.4	78	42-130	
Chlordane (Technical)	ug/kg		<12.7			
Dieldrin	ug/kg	26.7	20.6	77	34-130	
Endrin	ug/kg	26.7	21.9	82	47-130	
gamma-BHC (Lindane)	ug/kg	13.3	9.5	71	36-130	
gamma-Chlordane	ug/kg	13.3	9.9	74	36-130	
Heptachlor	ug/kg	13.3	10.5	79	20-141	
Toxaphene	ug/kg		<22.5			
Decachlorobiphenyl (S)	%			65	10-130	
Tetrachloro-m-xylene (S)	%			65	29-130	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 592378 592379

Parameter	Units	4058798001		MS		MSD		MS % Rec	MSD % Rec	% Rec Limits	Max RPD	Qual
		Result	Conc.	Spike Conc.	Spike Conc.	Result	Result					
4,4'-DDE	ug/kg	<1.9	50.1	50.1	32.9	39.6	66	79	10-130	18	47	
4,4'-DDT	ug/kg	<2.9	50.1	50.1	36.5	42.5	73	85	11-130	15	44	
Aldrin	ug/kg	<0.84	25	25	15.3	18.0	61	72	10-130	17	55	
alpha-Chlordane	ug/kg	<1.2	25	25	15.6	19.0	63	76	15-130	19	31	
Chlordane (Technical)	ug/kg	<23.8			<23.8	<23.8					20	

Date: 04/26/2012 02:56 PM

REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA

Project: 12G005 GOLDER PORLIER
Pace Project No.: 4058798

Parameter	Units	4058798001		592378		592379		MS % Rec	MSD % Rec	% Rec Limits	Max RPD	Qual
		Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result						
Dieldrin	ug/kg	<2.2	50.1	50.1	31.1	38.4	62	73	14-130	16	37	
Endrin	ug/kg	<1.8	50.1	50.1	32.7	39.1	65	78	17-130	18	34	
gamma-BHC (Lindane)	ug/kg	<0.88	25	25	14.7	17.2	59	69	15-130	15	29	
gamma-Chlordane	ug/kg	<1.1	25	25	14.9	18.2	59	73	22-130	20	39	
Heptachlor	ug/kg	<1.0	25	25	16.5	19.5	66	78	18-130	17	35	
Toxaphene	ug/kg	<42.3			<42.3	<42.3					20	
Decachlorobiphenyl (S)	%						53	60	10-130			
Tetrachloro-m-xylene (S)	%						50	59	29-130			

DRAFT

QUALITY CONTROL DATA

Project: 12G005 GOLDER PORLIER
Pace Project No.: 4058798

QC Batch: OEXT/14240 Analysis Method: EPA 8082
QC Batch Method: EPA 3541 Analysis Description: 8082 GCS PCB
Associated Lab Samples: 4058798001, 4058798002, 4058798003

METHOD BLANK: 590692 Matrix: Solid
Associated Lab Samples: 4058798001, 4058798002, 4058798003

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
PCB-1016 (Aroclor 1016)	ug/kg	<23.6	100	04/13/12 17:06	
PCB-1221 (Aroclor 1221)	ug/kg	<23.6	100	04/13/12 17:06	
PCB-1232 (Aroclor 1232)	ug/kg	<23.6	100	04/13/12 17:06	
PCB-1242 (Aroclor 1242)	ug/kg	<23.6	100	04/13/12 17:06	
PCB-1248 (Aroclor 1248)	ug/kg	<23.6	100	04/13/12 17:06	
PCB-1254 (Aroclor 1254)	ug/kg	<23.6	100	04/13/12 17:06	
PCB-1260 (Aroclor 1260)	ug/kg	<23.6	100	04/13/12 17:06	
Decachlorobiphenyl (S)	%	95	48-130	04/13/12 17:06	
Tetrachloro-m-xylene (S)	%	87	43-130	04/13/12 17:06	

LABORATORY CONTROL SAMPLE: 590693

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
PCB-1016 (Aroclor 1016)	ug/kg		<23.6			
PCB-1221 (Aroclor 1221)	ug/kg		<23.6			
PCB-1232 (Aroclor 1232)	ug/kg		<23.6			
PCB-1242 (Aroclor 1242)	ug/kg		<23.6			
PCB-1248 (Aroclor 1248)	ug/kg		<23.6			
PCB-1254 (Aroclor 1254)	ug/kg		<23.6			
PCB-1260 (Aroclor 1260)	ug/kg	500	565	113	57-130	
Decachlorobiphenyl (S)	%			93	48-130	
Tetrachloro-m-xylene (S)	%			86	43-130	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 590694 590695

Parameter	Units	4058786011		MS	MSD	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	Max RPD	Qual
		Result	Conc.	Spike Conc.	Spike Conc.							
PCB-1016 (Aroclor 1016)	ug/kg	<25.6				<25.6	<25.6				20	
PCB-1221 (Aroclor 1221)	ug/kg	<25.6				<25.6	<25.6				20	
PCB-1232 (Aroclor 1232)	ug/kg	<25.6				<25.6	<25.6				20	
PCB-1242 (Aroclor 1242)	ug/kg	<25.6				<25.6	<25.6				20	
PCB-1248 (Aroclor 1248)	ug/kg	<25.6				<25.6	<25.6				20	
PCB-1254 (Aroclor 1254)	ug/kg	<25.6				<25.6	<25.6				20	
PCB-1260 (Aroclor 1260)	ug/kg	<25.6	542	542	542	542	567	100	105	33-164	5	20
Decachlorobiphenyl (S)	%							83	86	48-130		
Tetrachloro-m-xylene (S)	%							69	73	43-130		

QUALITY CONTROL DATA

Project: 12G005 GOLDER PORLIER
Pace Project No.: 4058798

QC Batch: PMST/6926 Analysis Method: ASTM D2974-87
QC Batch Method: ASTM D2974-87 Analysis Description: Dry Weight/Percent Moisture
Associated Lab Samples: 4058798001, 4058798002, 4058798003

SAMPLE DUPLICATE: 590586

Parameter	Units	4058801004 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	4.9	4.9	1	10	

DRAFT

QUALITY CONTROL DATA

Project: 12G005 GOLDR PORLIER
Pace Project No.: 4058798

QC Batch: WET/25540 Analysis Method: EPA 9071
QC Batch Method: EPA 9071 Analysis Description: 9071 SOX, Oil and Grease
Associated Lab Samples: 4058798001, 4058798002, 4058798003

METHOD BLANK: 1176842 Matrix: Solid

Associated Lab Samples: 4058798001, 4058798002, 4058798003

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
Oil and Grease	mg/kg	<36.0	250	04/19/12 13:25	

LABORATORY CONTROL SAMPLE: 1176843

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Oil and Grease	mg/kg	2000	1900	95	78-114	

MATRIX SPIKE SAMPLE: 1176844

Parameter	Units	10189209001 Result	Spike Conc.	MS Result	MS % Rec	% Rec Limits	Qualifiers
Oil and Grease	mg/kg	337000	36700	372000	95	78-114	

SAMPLE DUPLICATE: 1176845

Parameter	Units	10189209001 Result	Dup Result	RPD	Max RPD	Qualifiers
Oil and Grease	mg/kg	337000	334000	.8	18	

QUALITY CONTROL DATA

Project: 12G005 GOLDER PORLIER
Pace Project No.: 4058798

QC Batch: WETA/11996 Analysis Method: EPA 300.0
QC Batch Method: EPA 300.0 Analysis Description: 300.0 IC Anions
Associated Lab Samples: 4058798001, 4058798002, 4058798003

METHOD BLANK: 592552 Matrix: Solid

Associated Lab Samples: 4058798001, 4058798002, 4058798003

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
Nitrate as N	mg/kg	<2.0	4.0	04/18/12 22:01	
Nitrite as N	mg/kg	<1.0	2.0	04/18/12 22:01	

LABORATORY CONTROL SAMPLE: 592553

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Nitrate as N	mg/kg	20	19.6	98	80-120	
Nitrite as N	mg/kg	10	10.9	109	80-120	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 592554 592555

Parameter	Units	4058798001		592555		MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
		MS Result	MSD Spike Conc.	MS Result	MSD Spike Conc.						
Nitrate as N	mg/kg	4.31	37.5	40.0	39.3	95	93	80-120	2	20	
Nitrite as N	mg/kg	<1.9	18.8	20.5	20.5	105	105	80-120	0	20	

QUALITY CONTROL DATA

Project: 12G005 GOLDR PORLIER
Pace Project No.: 4058798

QC Batch: WETA/11970 Analysis Method: EPA 350.1
QC Batch Method: EPA 350.1 Analysis Description: 350.1 Ammonia
Associated Lab Samples: 4058798001, 4058798002, 4058798003

METHOD BLANK: 591843 Matrix: Solid

Associated Lab Samples: 4058798001, 4058798002, 4058798003

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
Nitrogen, Ammonia	mg/kg	<7.5	15.0	04/16/12 14:15	

LABORATORY CONTROL SAMPLE: 591844

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Nitrogen, Ammonia	mg/kg	300	319	106	80-120	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 591845 591846

Parameter	Units	4058753002		591846		MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual	
		Result	MS Spike Conc.	MSD Spike Conc.	MS Result							MSD Result
Nitrogen, Ammonia	mg/kg	<6.1	245	245	272	268	111	109	80-120	2	20	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 591847 591848

Parameter	Units	4058798003		591848		MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual	
		Result	MS Spike Conc.	MSD Spike Conc.	MS Result							MSD Result
Nitrogen, Ammonia	mg/kg	1640	852	852	2770	2740	133	129	80-120	1	20 M0	

QUALITY CONTROL DATA

Project: 12G005 GOLDER PORLIER
Pace Project No.: 4058798

QC Batch: WETA12028 Analysis Method: EPA 351.2
QC Batch Method: EPA 351.2 Analysis Description: 351.2 TKN
Associated Lab Samples: 4058798001, 4058798002, 4058798003

METHOD BLANK: 593902 Matrix: Solid
Associated Lab Samples: 4058798001, 4058798002, 4058798003

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
Nitrogen, Kjeldahl, Total	mg/kg	<14.0	100	04/20/12 13:52	

LABORATORY CONTROL SAMPLE: 593903

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Nitrogen, Kjeldahl, Total	mg/kg	500	510	102	80-120	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 593904 593905

Parameter	Units	10189057001 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	Max RPD	RPD	Qual
Nitrogen, Kjeldahl, Total	mg/kg	16200	494	494	24400	20100	1640	773	80-120	19	20	P6

QUALITY CONTROL DATA

Project: 12G005 GOLDR PORLIER
Pace Project No.: 4058798

QC Batch: WETA/12016 Analysis Method: EPA 365.4
QC Batch Method: EPA 365.4 Analysis Description: 365.4 Total Phosphorus
Associated Lab Samples: 4058798001, 4058798002, 4058798003

METHOD BLANK: 593271 Matrix: Solid
Associated Lab Samples: 4058798001, 4058798002, 4058798003

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
Phosphorus	mg/kg	<20.0	40.0	04/19/12 15:13	

LABORATORY CONTROL SAMPLE: 593272

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Phosphorus	mg/kg	500	511	102	80-120	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 593273 593274

Parameter	Units	4058798003 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
Phosphorus	mg/kg	1910	1690	1690	3380	3980	87	123	80-120	16	20	M0

QUALITY CONTROL DATA

Project: 12G005 GOLDER PORLIER
Pace Project No.: 4058798

QC Batch: WETA/12025 Analysis Method: EPA 9060
QC Batch Method: EPA 9060 Analysis Description: 9060 TOC Average
Associated Lab Samples: 4058798001, 4058798002, 4058798003

METHOD BLANK: 593776 Matrix: Solid
Associated Lab Samples: 4058798001, 4058798002, 4058798003

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
Mean Total Organic Carbon	mg/kg	<70.0	250	04/23/12 14:06	

LABORATORY CONTROL SAMPLE: 593777

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Mean Total Organic Carbon	mg/kg	1000	962	96	80-120	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 593778 593779

Parameter	Units	MS		MSD		% Rec	% Rec	% Rec Limits	RPD	Max RPD	Qual	
		4058798001 Result	Spike Conc.	Spike Conc.	Result							Result
Mean Total Organic Carbon	mg/kg	18400	19100	18600	35100	37900	87	104	50-150	8	30	

QUALIFIERS

Project: 12G005 GOLDER PORLIER
Pace Project No.: 4058798

DEFINITIONS

DF - Dilution Factor, if reported, represents the factor applied to the reported data due to changes in sample preparation, dilution of the sample aliquot, or moisture content.

ND - Not Detected at or above adjusted reporting limit.

J - Estimated concentration above the adjusted method detection limit and below the adjusted reporting limit.

MDL - Adjusted Method Detection Limit.

S - Surrogate

1,2-Diphenylhydrazine (8270 listed analyte) decomposes to Azobenzene.

Consistent with EPA guidelines, unrounded data are displayed and have been used to calculate % recovery and RPD values.

LCS(D) - Laboratory Control Sample (Duplicate)

MS(D) - Matrix Spike (Duplicate)

DUP - Sample Duplicate

RPD - Relative Percent Difference

NC - Not Calculable.

SG - Silica Gel - Clean-Up

U - Indicates the compound was analyzed for, but not detected.

N-Nitrosodiphenylamine decomposes and cannot be separated from Diphenylamine using Method 8270. The result reported for each analyte is a combined concentration.

Pace Analytical is TNI accredited. Contact your Pace PM for the current list of accredited analytes.

TNI - The NELAC Institute.

LABORATORIES

PASI-G Pace Analytical Services - Green Bay

PASI-M Pace Analytical Services - Minneapolis

BATCH QUALIFIERS

Batch: WETA/12025

[WB] Results reported on dry weight basis per cited method.

Batch: WETA/12026

[WB] Results reported on dry weight basis per cited method.

ANALYTE QUALIFIERS

C2 Relative percent difference between results from each column was greater than 40%. The lower of the two results was reported.

M0 Matrix spike recovery and/or matrix spike duplicate recovery was outside laboratory control limits.

P6 Matrix spike recovery was outside laboratory control limits due to a parent sample concentration notably higher than the spike level.

QUALITY CONTROL DATA CROSS REFERENCE TABLE

Project: 12G005 GOLDR PORLIER
Pace Project No.: 4058798

Lab ID	Sample ID	QC Batch Method	QC Batch	Analytical Method	Analytical Batch
4058798001	B-1 0-3.6'	EPA 3550	OEXT/14259	EPA 8081	GCSV/7495
4058798002	B-2 0-3.42'	EPA 3550	OEXT/14259	EPA 8081	GCSV/7495
4058798003	B-3 0-4.65'	EPA 3550	OEXT/14259	EPA 8081	GCSV/7495
4058798001	B-1 0-3.6'	EPA 3541	OEXT/14240	EPA 8082	GCSV/7477
4058798002	B-2 0-3.42'	EPA 3541	OEXT/14240	EPA 8082	GCSV/7477
4058798003	B-3 0-4.65'	EPA 3541	OEXT/14240	EPA 8082	GCSV/7477
4058798001	B-1 0-3.6'	EPA 3050	MPRP/6795	EPA 6010	ICP/5805
4058798002	B-2 0-3.42'	EPA 3050	MPRP/6795	EPA 6010	ICP/5805
4058798003	B-3 0-4.65'	EPA 3050	MPRP/6795	EPA 6010	ICP/5805
4058798001	B-1 0-3.6'	EPA 7471	MERP/3037	EPA 7471	MERC/3437
4058798002	B-2 0-3.42'	EPA 7471	MERP/3037	EPA 7471	MERC/3437
4058798003	B-3 0-4.65'	EPA 7471	MERP/3037	EPA 7471	MERC/3437
4058798001	B-1 0-3.6'	ASTM D2974-87	PMST/6926		
4058798002	B-2 0-3.42'	ASTM D2974-87	PMST/6926		
4058798003	B-3 0-4.65'	ASTM D2974-87	PMST/6926		
4058798001	B-1 0-3.6'	EPA 9071	WET/25540	EPA 9071	WET/25582
4058798002	B-2 0-3.42'	EPA 9071	WET/25540	EPA 9071	WET/25582
4058798003	B-3 0-4.65'	EPA 9071	WET/25540	EPA 9071	WET/25582
4058798001	B-1 0-3.6'	EPA 300.0	WETA/11996	EPA 300.0	WETA/12000
4058798002	B-2 0-3.42'	EPA 300.0	WETA/11996	EPA 300.0	WETA/12000
4058798003	B-3 0-4.65'	EPA 300.0	WETA/11996	EPA 300.0	WETA/12000
4058798001	B-1 0-3.6'	EPA 350.1	WETA/11970	EPA 350.1	WETA/11972
4058798002	B-2 0-3.42'	EPA 350.1	WETA/11970	EPA 350.1	WETA/11972
4058798003	B-3 0-4.65'	EPA 350.1	WETA/11970	EPA 350.1	WETA/11972
4058798001	B-1 0-3.6'	EPA 351.2	WETA/12028	EPA 351.2	WETA/12032
4058798002	B-2 0-3.42'	EPA 351.2	WETA/12028	EPA 351.2	WETA/12032
4058798003	B-3 0-4.65'	EPA 351.2	WETA/12028	EPA 351.2	WETA/12032
4058798001	B-1 0-3.6'	EPA 365.4	WETA/12016	EPA 365.4	WETA/12019
4058798002	B-2 0-3.42'	EPA 365.4	WETA/12016	EPA 365.4	WETA/12019
4058798003	B-3 0-4.65'	EPA 365.4	WETA/12016	EPA 365.4	WETA/12019
4058798001	B-1 0-3.6'	EPA 9060	WETA/12025		
4058798001	B-1 0-3.6'	EPA 9060	WETA/12026		
4058798002	B-2 0-3.42'	EPA 9060	WETA/12025		
4058798002	B-2 0-3.42'	EPA 9060	WETA/12026		
4058798003	B-3 0-4.65'	EPA 9060	WETA/12025		
4058798003	B-3 0-4.65'	EPA 9060	WETA/12026		

Attachment C
Laboratory Analytical Reports
(Geotechnical Parameters)

DRAFT

CQM, INC.

Engineering - Surveying - Material Testing

TRANSMITTAL

TO: *Tom Noltemeyer*
 Pace Analytical

FROM: *Bob Rouse*
 CQM, INC.
 2679 Continental Drive
 Green Bay, WI 54311
PHONE: (920) 465-3911
DATE: *April 26, 2012*

RE: *Lab Test Results Reports + Invoice*

PROJECT: *No. 4058798*

WE ARE SENDING YOU:

- | | | |
|--|---|--------------------------------|
| <input checked="" type="checkbox"/> ATTACHED | <input type="checkbox"/> UNDER SEPARATE COVER VIA | |
| <input type="checkbox"/> DRAWINGS | <input type="checkbox"/> SPECIFICATIONS | <input type="checkbox"/> CD |
| <input type="checkbox"/> DOCUMENTS | <input type="checkbox"/> COPY OF LETTER | <input type="checkbox"/> _____ |

QUANTITY	DESCRIPTION
<i>1</i>	<i>Lab Test Result Report Sheets</i>
<i>1</i>	<i>Chain of Custody Record</i>
<i>1</i>	<i>Invoice (# 9991) for Work Performed</i>

IF MATERIAL RECEIVED IS NOT AS LISTED, PLEASE NOTIFY US AT ONCE.

REMARKS: _____

COPY TO: *Kim Berendsen - Pace Analytical*

Chain of Custody



Workorder: 4058798

Workorder Name: 12G005 GOLDER PORLIER

Results Requested 4/30
4/26/2012

Report/Invoice To		Subcontract To		Requested Analysis																	
Tod Noltemeyer Pace Analytical Green Bay 1241 Bellevue Street Suite 9 Green Bay, WI 54302 Phone (920)469-2436 Email: tod.noltemeyer@pacelabs.com		CQM Labs 2679 Continental Drive Green Bay, WI 54311 P.O. _____ Attn: Bob Bruce		LAB USE ONLY																	
Item	Sample ID	Collect Date/Time	Lab ID	Matrix	Preserved Containers																
					Unpreserved	907	Yol														
1	B-1 0-3.6'	4/12/2012 13:45	4058798001	Solid	X																
2	B-2 0-3.42'	4/12/2012 14:00	4058798002	Solid	X																
3	B-3 0-4.65'	4/12/2012 14:15	4058798003	Solid	X																
4																					
5																					
Transfers		Released By	Date/Time	Received By	Date/Time	Comments															
1		Kan Fin-Pace	4/13/12 1600	[Signature]	4/13/12 @ 1620																
2																					
3																					
Cooler Temperature on Receipt		°C	Custody Seal Y or N		Received on Ice Y or N		Samples Intact Y or N														

CQM, INC.

SIEVE ANALYSIS OF COARSE TO FINE AGGREGATES (ASTM D422)

GENERAL DATA:

Client:	Pace Analytical Services, Inc.
Project:	No. 4058798
Location Sampled:	B-1
Sample No:	4058798-001
Depth of Sample:	0.0' - 3.6'
Date Received:	4/13/12
Sample Designated For:	Soil Classification
Source of Sample:	Golder Porlier
Munsell Color Code:	2.5Y 3/2
Date Sampled:	4/12/12

LABORATORY DATA:

Date Tested:	April 16-19, 2012		
Test Performed By:	JLN		
24 Hrs. Turn Around:	NO		
Washed Gradation:	YES	Dry Weight of Soil (gms):	101.6

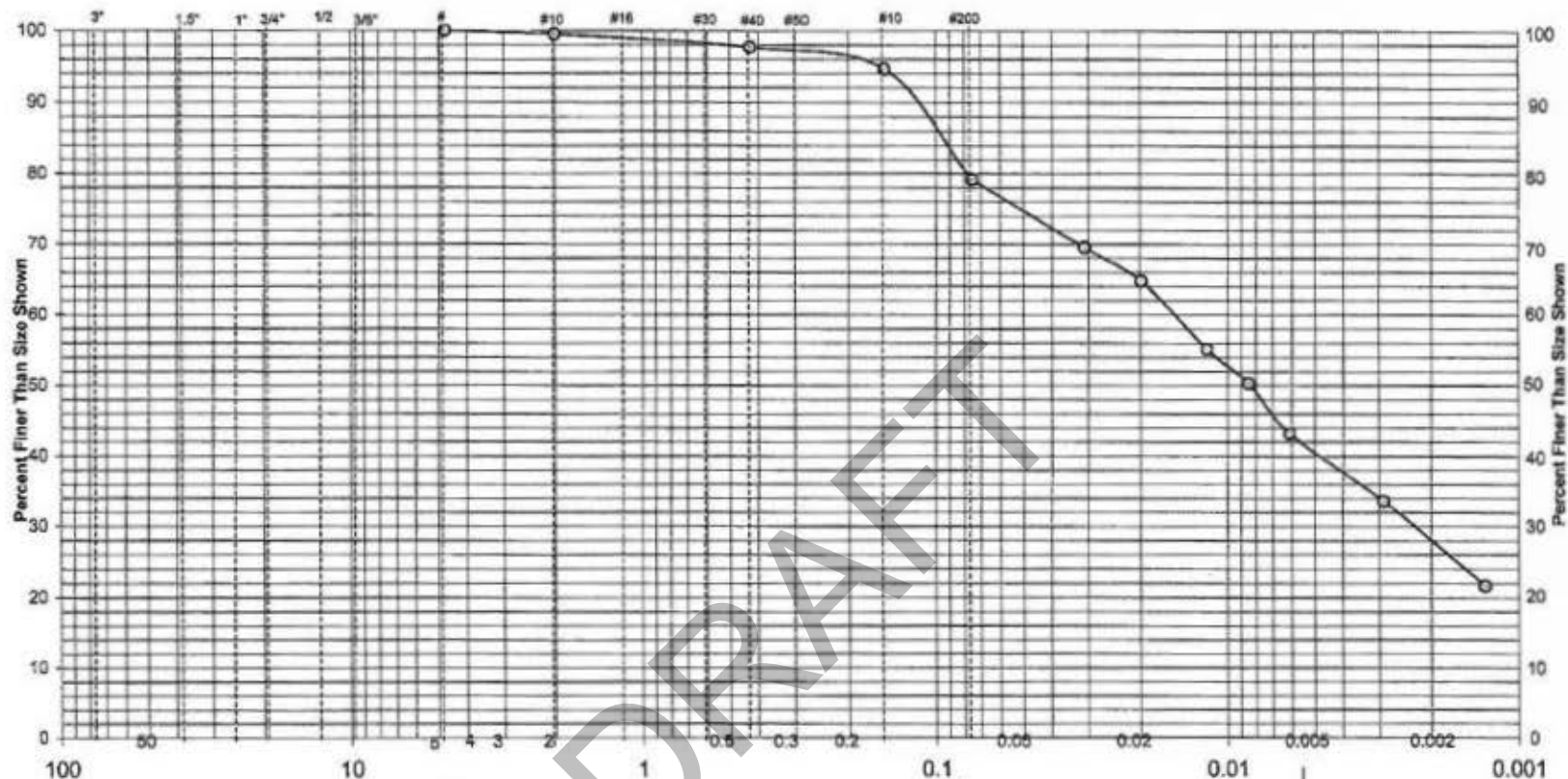
Sieve Size	Weight Retained	% Retained	% Passing	Project Specification % Passing by Weight	Source of Specification
3"					
1 1/2"					
1"					
3/4"					
1/2"					
3/8"					
#4	0.0	0.0	100.0		
#10	0.5	0.5	99.5		
#40	1.9	1.9	97.6		
#100	3.0	3.0	94.6		
#200	15.7	15.5	79.1		

REVIEWED BY:	<i>Robert R. House</i>
DATE REVIEWED:	<i>4/26/12</i>

Remarks:

GRAIN SIZE DISTRIBUTION CURVE

U.S. Standard Sieve Sizes



Gravel		Sand				
Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
		0.5%	1.9%	18.4%	38.7%	40.5%

Soil Classification: ORGANIC CLAY W/SAND, very dark grayish brown (OL)

Location Sampled: B-1			Elevation or Depth: 0.0' - 3.6'		Date Sampled: 4/12/12
Sample Number: 4058798-001			Sampled Moisture Content (%): 86.3		Report No.: 798-1
Sample Source: Golder Porlier			CQM, INC.		
Atterberg Limits:	LL=	PL=	Pj=	Client: Pace Analytical Services, Inc.	
Munsell Color Code: 2.5Y 3/2			Project: No. 4058798		Page: 2
Date Received: 4/13/12			Prepared by: Michael R. Andruschko		Date: 4/26/12
Coefficients: Cc=		Cu=	Checked by: Robert D. Rouse		Date: 4/26/12

CQM, INC.

SIEVE ANALYSIS OF COARSE TO FINE AGGREGATES (ASTM D422)

GENERAL DATA:

Client:	Pace Analytical Services, Inc.
Project:	No. 4058798
Location Sampled:	B-2
Sample No:	4058798-002
Depth of Sample:	0.0' - 3.42'
Date Received:	4/13/12
Sample Designated For:	Soil Classification
Source of Sample:	Golder Portier
Munsell Color Code:	2.5Y 3/2
Date Sampled:	4/12/12

LABORATORY DATA:

Date Tested:	April 16-19, 2012
Test Performed By:	JLN
24 Hrs. Turn Around:	<input type="checkbox"/> NO
Washed Gradation:	<input checked="" type="checkbox"/> YES
Dry Weight of Soil (gms):	47.6

Sieve Size	Weight Retained	% Retained	% Passing	Project Specification % Passing by Weight	Source of Specification
3"					
1 1/2"					
1"					
3/4"					
1/2"					
3/8"					
#4					
#10	0.0	0.0	100.0		
#40	1.7	3.6	96.4		
#100	2.7	5.7	90.7		
#200	4.3	9.0	81.7		

REVIEWED BY:	<i>Robert R. Power</i>
DATE REVIEWED:	<i>4/26/12</i>

Remarks:

GRAIN SIZE DISTRIBUTION CURVE

U.S. Standard Sieve Size



Gravel		Sand					
Coarse	Fine	Coarse	Medium	Fine	Silt	Clay	
			3.8%	14.7%	35.2%	46.5%	

Soil Classification: ORGANIC CLAY W/SAND, very dark grayish brown (OL)

Location Sampled: B-2			Elevation or Depth: 0.0' - 3.42'		Date Sampled: 4/12/12	
Sample Number: 4058798-002			Sampled Moisture Content (%): 213.0		Report No.: 798-2	
Sample Source: Golder Porier			CQM, INC.			
Atterberg Limits:		LL=	PL=	P _u =	Client: Pace Analytical Services, Inc.	
Munsell Color Code: 2.5Y 3/2			Project: No. 4058798		Page: 2	
Date Received: 4/13/12			Prepared by: Michael R. Andraschko		Date: 4/26/12	
Coefficients: C _c =			C _u =	Checked by: <i>Robert B. Rouse</i>		Date: 4/26/12

CQM, INC.

SIEVE ANALYSIS OF COARSE TO FINE AGGREGATES (ASTM D422)

GENERAL DATA:

Client:	Pace Analytical Services, Inc.
Project:	No. 4058798
Location Sampled:	B-3
Sample No:	4058798-003
Depth of Sample:	0.0' - 4.65'
Date Received:	4/13/12
Sample Designated For:	Soil Classification
Source of Sample:	Golder Porlier
Munsell Color Code:	2.5Y 3/2
Date Sampled:	4/12/12

LABORATORY DATA:

Date Tested:	April 16-19, 2012
Test Performed By:	JLN
24 Hrs. Turn Around:	<input type="checkbox"/> NO
Washed Gradation:	<input checked="" type="checkbox"/> YES
Dry Weight of Soil (gms):	43.8

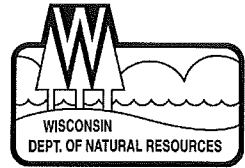
Sieve Size	Weight Retained	% Retained	% Passing	Project Specification % Passing by Weight	Source of Specification
3"					
1 1/2"					
1"					
3/4"					
1/2"					
3/8"					
#4	0.0	0.0	100.0		
#10	0.3	0.7	99.3		
#40	1.4	3.2	96.1		
#100	1.5	3.4	92.7		
#200	1.8	4.1	88.6		

REVIEWED BY:	<i>Robert Rouse</i>
DATE REVIEWED:	4/26/12

Remarks:

APPENDIX D
WDNR PERMITS AND MANUAL CODE APPROVAL

DRAFT



July 23, 2012

IP-NE-2012-5-01746 and 01860

Wisconsin Central, Ltd.
Attn: Kevin Halpin
17641 S. Ashland Ave.
Homewood, IL 60430

State Department of Administration
Attn: Jeff Klamik
101 E. Wilson St., 7th Floor
Madison, WI 53707

Dear Mr. Halpin and Mr. Klamik :

We have reviewed your application for a permit to remove materials from the bed of Fox River, in the City of Green Bay, Brown County. You will be pleased to know your application is approved with a few limitations.

I am attaching a copy of your permit which lists the conditions which must be followed. A copy of the permit must be posted for reference at the project site. Please read your permit conditions carefully so that you are fully aware of what is expected of you.

Please note you are required to submit photographs of the completed project within 7 days after you've finished construction. This helps both of us to document the completion of the project and compliance with the permit conditions.

Your next step will be to notify me of the date on which you plan to start construction and again after your project is complete.

If you have any questions about your permit, please call me at (920) 662-5466 or you can reach me by email at Crystal.Schiefelbein@wi.gov.

Sincerely,

A handwritten signature in cursive script that reads "Crystal Schiefelbein".

Crystal Schiefelbein
Water Management Specialist

cc: Joey Shoemaker, Project Manager, (920) 448-2824, U.S. Army Corps of Engineers

Email cc: Matt Heyroth, Brown County Zoning Administrator
Ben Trembl & Andy Lundin, WDNR Conservation Wardens
Dick Nikolai, WDNR
Gary Kincaid, WDNR
Jeff Piakowski, Golder Associates Inc.

Steve Schrage, WDNR
Steve Hogler, WDNR
Andy Hudak, WDNR
Greg Tilkins, WDNR

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES**

**Dredging PERMIT
IP-NE-2012-5-01746 & 01860**

Wisconsin Central, Ltd. c/o Kevin Halpin and State of Wisconsin c/o Dept. of Administration are hereby granted under Section 30.20(2), Wisconsin Statutes, a permit to remove materials from the bed of the Fox River, in the City of Green Bay, Brown County, also described as in the SE1/4 of the SW1/4 of Section 36, Township 24 North, Range 20 East, subject to the following conditions:

PERMIT

1. You must notify Crystal Schiefelbein at phone (920) 662-5466 before starting construction and again not more than 5 days after the project is complete.
2. You must complete the project as described **on or before July 23, 2015**. If you will not complete the project by this date, you must submit a written request for an extension prior to the expiration date of the permit. Your request must identify the requested extension date and the reason for the extension. A permit extension may be granted, for good cause, by the Department. You may not begin or continue construction after the original permit expiration date unless the Department grants a new permit or permit extension in writing.
3. This permit does not authorize any work other than what you specifically describe in your application and plans, and as modified by the conditions of this permit. If you wish to alter the project or permit conditions, you must first obtain written approval of the Department.
4. You are responsible for obtaining any permit or approval that may be required for your project by local zoning ordinances and by the U.S. Army Corps of Engineers before starting your project.
5. Upon reasonable notice, you shall allow access to your project site during reasonable hours to any Department employee who is investigating the project's construction, operation, maintenance or permit compliance.
6. The Department may modify or revoke this permit if the project is not completed according to the terms of the permit, or if the Department determines the activity is detrimental to the public interest.
7. You must post a copy of this permit at a conspicuous location on the project site, visible from the waterway, for at least five days prior to construction, and remaining at least five days after construction. You must also have a copy of the permit and approved plan available at the project site at all times until the project is complete.
8. Your acceptance of this permit and efforts to begin work on this project signify that you have read, understood and agreed to follow all conditions of this permit.

9. You must submit a series of photographs to the Department, within one week of completion of work on the site. The photographs must be taken from different vantage points and depict all work authorized by this permit.
10. You, your agent, and any involved contractors or consultants may be considered a party to the violation pursuant to Section 30.292, Wis. Stats., for any violations of Chapter 30, Wisconsin Statutes or this permit.
11. Construction shall be accomplished in such a manner as to minimize erosion and siltation into surface waters. Erosion control measures (such as silt fence and straw bales) must meet or exceed the technical standards of ch. NR 151, Wis. Adm. Code. The technical standards are found at:
<http://dnr.wi.gov/runoff/stormwater/techstds.htm> .
12. All equipment used for the project including but not limited to tracked vehicles, barges, boats, hoses, sheet pile and pumps shall be de-contaminated for invasive and exotic viruses and species prior to use and after use.

The following steps must be taken every time you move your equipment to avoid transporting invasive and exotic viruses and species. To the extent practicable, equipment and gear used on infested waters shall not be used on other non-infested waters.

1. **Inspect and remove** aquatic plants, animals, and mud from your equipment.
2. **Drain all water** from your equipment that comes in contact with infested waters, including but not limited to tracked vehicles, barges, boats, hoses, sheet pile and pumps.
3. **Dispose** of aquatic plants, animals in the trash. Never release or transfer aquatic plants, animals or water from one waterbody to another.
4. **Wash your equipment** with hot (>104° F) and/or high pressure water,

- OR -

Allow your equipment to **dry thoroughly for 5 days**.

DREDGING CONDITIONS

13. This permit complies with the substantive requirements of s. 23.24, Stats. and NR 109, Adm. Code.
14. Bottom materials must be removed by equipment and best management practices, which are designed to minimize the amount of sediment that can escape into the

water. Equipment must be properly sized so that excavation conforms to the plans submitted.

15. Removal must not exceed 1,000 cubic yards as specified in the application and plans dated April 6, 2012.
16. You must dredge to the dimensions and elevations shown on your original plans dated April 6, 2012 and revised by email on May 31, 2012.
17. You must not deposit or store any of the removed materials in any wetland or below the ordinary high watermark of any waterway. All removed materials must be placed out of the floodway of any stream.
18. All dredge spoils are to be taken to Bay Port Dredge Material Rehandling Facility (DMRF), per plans submitted April 17, 2012.
19. Turbidity curtain is to be installed around the entire project area to contain sediment. The curtain may be placed only around the specific work area each day or around the entire area. Since the river may flow upstream with strong winds or bay seiche, a containment curtain around the work area is needed to ensure that sediment does not move away from the work area.
20. A bubble curtain should be used around any areas that will be blasted. The area covered by the bubble curtain should be large enough to reduce fish mortality and be placed and used for at least one hour prior to blasting.
21. The contractor will remove dead fish from the work area if DNR Fisheries staff are not on-site. A report of fish mortalities by species is to be compiled and submitted to the attention of Steve Hogler, DNR Fisheries Biologist in Green Bay within 30 days following the completion of blasting.
22. Construction timelines to be followed:
 - a) All phases of the project with in-water work (such as BLASTING and DREDGING) should be conducted and completed between July 1st and September 30th on an annual basis to minimize the negative impacts to fish.
 - b) For other work (such as pile removal), work can take place between June 1st and October 31st on an annual basis.
 - c) Work may take place outside of those time-frames but is limited to work on/removal of portions of the structure that exist above the water line. No work can take place between those times that would require work below the water level.
23. To eliminate the concern of established nests and to minimize impacts to nesting activity, a nesting prevention plan is to be implemented that will remove structural features that provide nesting sites to avoid nest establishment on the structure.

Demolition work (removal of the above-water structure) should take place **before April 1st** to remove potential nesting features. If potential nesting sites are not removed prior to April 1st, the demolition work cannot commence until **after August 1st** since the structure may have established nests.

FINDINGS OF FACT

1. Wisconsin Central, Ltd. and the State of Wisconsin Department of Administration have filed an application for a permit to remove materials from the bed of Fox River, in the City of Green Bay, Brown County, also described as SE1/4-SW1/4 S36, T24N, R20E.
2. The project consists of the demolition of a railroad swing bridge span and the east rest pier along with the west approach and west rest pier of the Porlier Street railroad bridge. The State of Wisconsin is proposing demolition and associated dredging with the east approach and east rest pier while Wisconsin Central LTD is proposing demolition and associated dredging with the west approach and west rest pier. Demolition includes removal of the steel superstructure, timber decking, timber piling, and then pier demolition and dredging. River sediment will be clammed (dredged) within turbidity curtain to a depth specified by the USCG and will only be completed within the channel limits. Blasting will likely be utilized to remove concrete structures on the piers.
3. For both applicants (Wisconsin Central LTD and the State of Wisconsin), the dredging work will not commence until after the Fox River PCB clean-up effort has been completed through this portion of the Fox River.
4. The Department has completed an investigation of the project site and has evaluated the project as described in the application and plans.
5. The proposed project, if constructed in accordance with this permit will not adversely affect water quality, will not increase water pollution in surface waters and will not cause environmental pollution as defined in s. 283.01(6m), Wis. Stats.
6. If constructed according to the proposed plans, no wetlands will be impacted by the project.
7. The Department of Natural Resources and the applicant have completed all procedural requirements and the project as permitted will comply with all applicable requirements of Sections 1.11, 30.20(2), Wisconsin Statutes and Chapters NR 102, 103, 115, 116, 117, 150, 299, 345, and 347 of the Wisconsin Administrative Code.

CONCLUSIONS OF LAW

1. The Department has authority under the above indicated Statutes and Administrative Codes, to issue a permit for the construction and maintenance of this project.

NOTICE OF APPEAL RIGHTS

If you believe that you have a right to challenge this decision, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions shall be filed. For judicial review of a decision pursuant to sections 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 shall name the Department of Natural Resources as the respondent.

To request a contested case hearing of any individual permit decision pursuant to section 30.209, 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, P.O. Box 7921, Madison, WI, 53707-7921. The petition shall be in writing, shall be dated and signed by the petitioner, and shall include as an attachment a copy of the decision for which administrative review is sought. If you are not the applicant, you must simultaneously provide a copy of the petition to the applicant. If you wish to request a stay of the project, you must provide information, as outlined below, to show that a stay is necessary to prevent significant adverse impacts or irreversible harm to the environment. 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. If you are not the permit applicant, you must provide a copy of the petition to the permit applicant at the same time that you serve the petition on the Department.

The filing of a request for a contested case hearing does not extend the 30 day period for filing a petition for judicial review.

A request for contested case hearing must meet the requirements of section 30.209, Wis. Stats., and section NR 310.18, Wis. Adm. Code, and must include the following information:

1. A description of the Department's action or inaction which is the basis for the request; and,
2. A description of the objection to the decision that is sufficiently specific to allow the department to determine which provisions of Chapter 30, Wis. Stats., may be violated; and
3. A description of the facts supporting the petition that is sufficiently specific to determine how you believe the project may result in a violation of Chapter 30, Wis. Stats.; and,

4. Your commitment to appear at the contested case hearing, if one is granted, and present information supporting your objection.
5. If the petition contains a request for a stay of the project, the petition must also include information showing that a stay is necessary to prevent significant adverse impacts or irreversible harm to the environment.

Dated at Northeast Region Headquarters, Wisconsin on July 26, 2012.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES
For the Secretary

By

Crystal Schiefelbein

Crystal Schiefelbein
Water Management Specialist

DRAFT

APPENDIX E
CARDINAL ENVIRONMENTAL REPORT

DRAFT



3303 Paine Avenue, Sheboygan, WI
(920) 459-2500

April 25, 2012

Mr. Dan Day
Hazardous Materials Abatement Manager
Division of State Facilities
WI Dept. of Administration
101 East Wilson Street, 7th Floor
Madison, WI 53707-7866

RE: Asbestos Containing Material (ACM) and Polychlorinated Biphenyls (PCB) Survey at:

Porlier Street Railroad Bridge, Green Bay, WI

Dear Mr. Day:

Thank you for allowing Cardinal Environmental Inc. to provide this pre-demolition ACM and PCB survey of the Porlier Street Railroad Bridge located in Green Bay, Wisconsin. The wood and steel bridge crosses the Fox River. Porlier Street is on the east side of the bridge, and a Koch Carbon, LLC terminal is on the west side. Only the portions of the bridge above the waterline were included in this survey.

ACM Survey Description

The ACM survey was completed on April 10, 2012. For purposes of this survey, the materials found to be similar in color, texture or application were considered to be homogeneous materials. Bulk samples were collected of all visible and accessible materials that were not assumed ACM.

The bulk samples were collected by Bruce Ten Haken, Wisconsin Department of Health Services (WI DHS) Asbestos Inspector #AII-15079. After collection, the bulk samples were sent to EMSL Analytical, 2001 E. 52nd Street, Indianapolis, Indiana for analysis by polarized light microscopy (PLM). Copies of the laboratory reports and chain of custodies are attached. Site photographs are also attached.

ACM Survey Results

Asbestos Containing Materials (ACM) are materials that contain detectable asbestos (including trace amounts) as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM). Should PLM results for a sample indicate the presence of asbestos but further analysis by Point Counting Methods reveals the asbestos content is not greater than 1%, that sample need not be considered an ACM. The following is a summary of the results:



3303 Paine Avenue, Sheboygan, WI
(920) 459-2500

ACM Bulk Sample Inventory

Material Description	Field #	Sample Location	% Asbestos
Coating on Top of Posts	01	South Side of Bridge	7 % Chrysotile
Coating on Wood Railroad Ties	02	South End of Bridge	None Detected
	03	Center of Bridge	None Detected
	04	North End of Bridge	None Detected
Rope / Gasket	05	Center of Bridge – On Metal Part	None Detected
Grout – Between Steel and Concrete	06	Concrete Support – E. Side of Bridge	None Detected

Based on the bulk sample results, as well as visual observation made during the survey (assumed ACM), the following is the ACM identified during the survey:

Regulated ACM (must be removed prior to demolition)

- Assumed “Transite” components in electrical panels, switch boxes, etc. (≈ 16 each)
- Assumed window glazing on window, east side of east bridge shed (1 window)

Non-regulated ACM (can remain in place during demolition under certain circumstances)

- Assumed asphalt roofing materials on east bridge shed (80 ft.²)
- Assumed asphalt roofing materials on west bridge shed (70 ft.²)
- Asphalt coating on top of wood posts located on south end of bridge (60 ft.²)
- Asphalt coating on top of wood posts, various locations (*not quantified*)

Any suspect ACM made accessible during demolition that is not listed above must be properly inspected prior to being disturbed. Additional information regarding the proper management of ACM can be found at the following sites:

WI DHS <http://dhs.wisconsin.gov/asbestos/>

WDNR <http://dnr.wi.gov/air/compenf/asbestos/index.htm>

ACM Additional Comments

According to Chapter NR447, Wisconsin Administrative Code, the non-regulated ACM listed above (Category I & II Nonfriable ACM such as the coating on the top of some of the wood pilings, asphalt roofing materials, etc.) do not have to be removed prior to a normal demolition as long as they are not made friable during demolition, transportation, or disposal. This applies to demolition activities only, and assumes the **applicable demolition debris (including materials impacted with ACM) will be disposed in a properly licensed landfill.** If ACM impacted materials are recycled in any manner, the ACM must be properly removed using a WI DHS licensed abatement company and workers.



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(920) 459-2500

The Wisconsin Dept. of Natural Resources (WDNR) must be notified at least 10 working days prior to demolition by means of Form 4500-113, "Notification of Demolition and/or Renovation". If suspected materials are encountered that do not appear in the bulk-sampling inventory, demolition should be halted until these materials have been inspected. As destructive techniques may not have been used during the survey, inaccessible areas that may contain ACM may not have been accessed. These areas should be verified for the presence of suspect ACM during the demolition process. Any previously inaccessible ACM made accessible prior to or during demolition must be properly managed.

It is assumed that the structure will be demolished by standard machine demolition methods. All landfill-handling procedures must be followed. The demolition contractor must contact the landfill prior to demolition to determine the landfill's disposal procedures for demolition debris containing non-regulated ACM. Additional sampling and/or asbestos removal may be required if the debris is managed in another manner (fire training burn, recycling, etc.).

PCB Survey Description and PCB Survey Results

During the ACM survey on April 10, 2012, Bruce Ten Haken from Cardinal Environmental Inc. collected bulk samples for PCB analyses from suspect PCB containing materials observed that are listed in the WDNR Publication WA-651-03 "Pre-demolition Environmental Checklist". The samples were collected to identify the presence of PCBs.

After collection, the samples were sent to Environmental Monitoring and Technologies, Inc., Morton Grove, Illinois (EMT) for PCB analyses. Copies of the EMT laboratory results and chain of custodies are attached. The following is a summary of the results:

Material Description	Field #	Sample Location	Total PCBs
Tar-like residue in electric panel	001	Electric panel north of east shed	<8.42 mg/kg
Grease/oil on metal joint	002	Metal joint south end of bridge	* <7.64 mg/kg
Oil/coating on railroad tie	003	Railroad tie north end of bridge	<8.14 mg/kg
Grease on metal wheels	004	Metals wheels base of bridge	* <8.25 mg/kg

The PCB results for all the samples were below the TSCA levels of 50 ppm. Samples 002 and 004 (grease/oil samples) did have trace amounts of PCB detected in the samples, but the results were below EMT's total PCB detection limit reported above. See the attached EMT laboratory reports for additional details. Any suspect PCB containing materials made accessible during demolition work may need to be properly inspected prior to being disturbed.



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(920) 459-2500

The services performed by Cardinal Environmental Inc. on this project have been conducted with the level of care and skill ordinarily exercised by reputable members of the profession, practicing in the same area, under similar budget and time constraints. No warranty is expressed or implied.

The bulk samples will be properly disposed of by the laboratory 30 days after the date of the analyses. Thank you for allowing Cardinal Environmental Inc. to assist you with this project. Please call our office if you have any questions regarding the survey.

Sincerely
Cardinal Environmental Inc.

Bruce Ten Haken, CHMM
Project Manager, WI DHS Inspector #AII-15079

Enclosed:

EMSL Laboratory Reports and Chain of Custodies
EMT Laboratory Reports and Chain of Custodies
Site Photographs

DRAFT



3303 Paine Avenue, Sheboygan, WI

Site Photographs

DRAFT

WDOA - Green Bay Railroad Bridge (11H2V- DNR Porlier Street Bridge Demo)
ACM, LBP, and PCB Survey Photos



Porlier Street Bridge, Green Bay, WI (East side view)



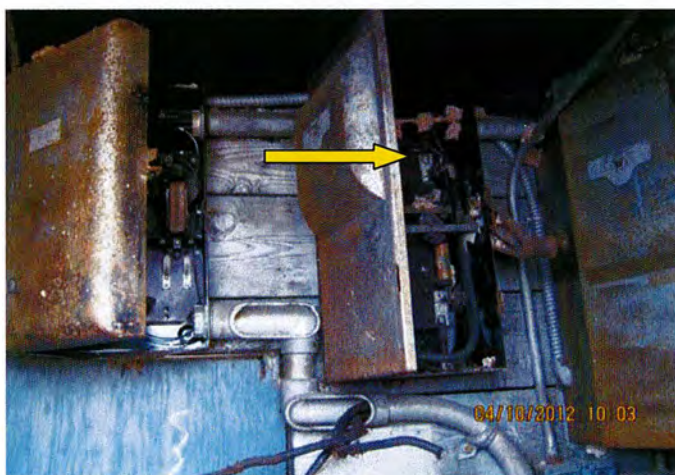
Small wood shed on west side, assumed ACM roofing



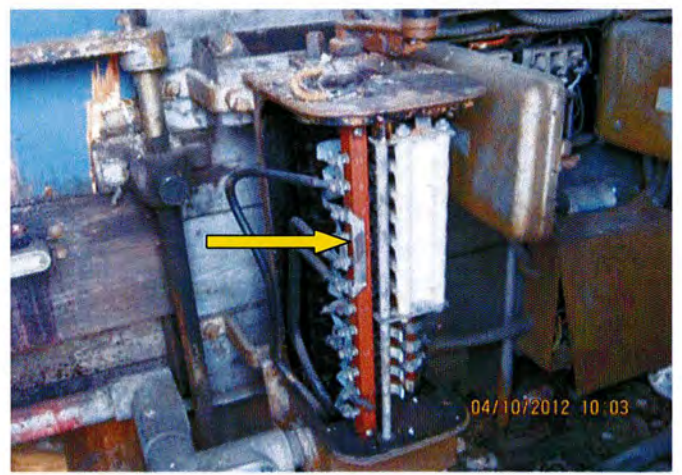
Small wood shed on east side, assumed ACM roofing



Assumed ACM window glaze on east shed



Assumed ACM electrical components in east shed



Assumed ACM electrical components in east shed

* An utility knife or standard size "Sharpie" marker were included in some photos for reference.

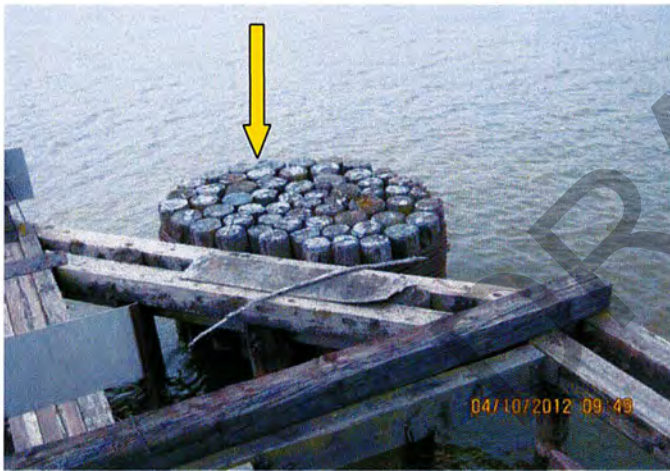
WDOA - Green Bay Railroad Bridge (11H2V- DNR Porlier Street Bridge Demo)
ACM, LBP, and PCB Survey Photos



Electrical box on east side, north of east shed



Inside electrical box, assumed ACM electric component
Inside electrical box, PCB Sample 001 of shelf residue



Posts on s. end of bridge, ACM top coat, Asbestos Sample 01



Asbestos Sample 02, coating on south tie
PCB Sample 002, grease south end



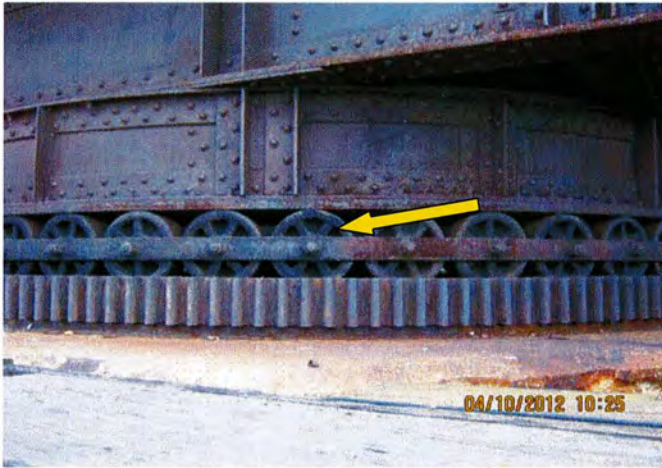
Asbestos Sample 05, rope gasket center of bridge



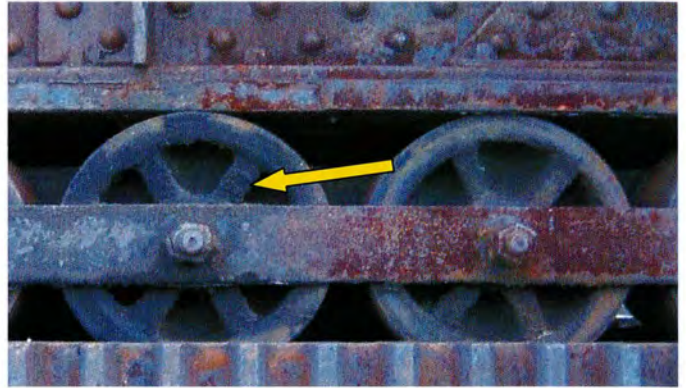
Asbestos Sample 04, oil/coating on north tie
PCB Sample 003, oil/coating on north tie

* An utility knife or standard size "Sharpie" marker were included in some photos for reference.

WDOA - Green Bay Railroad Bridge (11H2V- DNR Porlier Street Bridge Demo)
ACM, LBP, and PCB Survey Photos



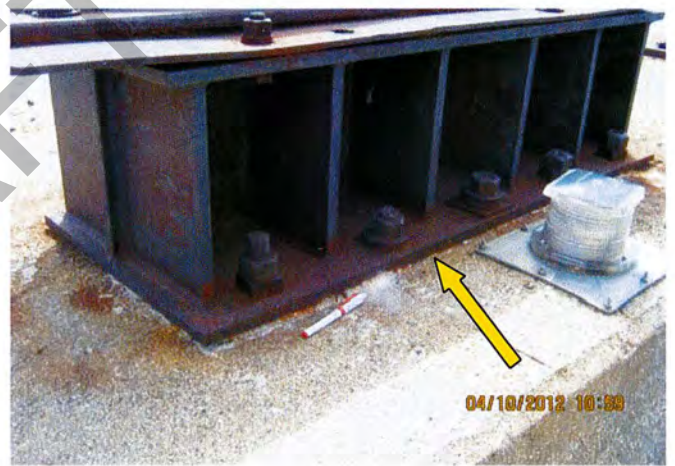
Wheels on base of bridge



Closeup of wheels, PCB Sample 004, wheel grease



Concrete bridge support, east side of bridge



Concrete bridge support, Asbestos Sample 06, grout



3303 Paine Avenue, Sheboygan, WI

EMSL Analytical

Asbestos Bulk Sample

Laboratory Results

And

Chain of Custodies

**EMSL Analytical, Inc.**

2001 East 52nd St., Indianapolis, IN 46205
 Phone/Fax: (317) 803-2997 / (317) 803-3047
<http://www.emsl.com> indianapolislab@emsl.com

EMSL Order: 161205773
 CustomerID: CARD50
 CustomerPO:
 ProjectID:

Attn: **Bruce Ten Haken**
Cardinal Environmental
3303 Paine Avenue
Sheboygan, WI 53081

Phone: (920) 459-2500
 Fax: (920) 459-2503
 Received: 04/11/12 9:40 AM
 Analysis Date: 4/16/2012
 Collected: 4/10/2012

Project: GREEN BAY RR BRIDGE - CENTER (WDNR)

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 and/or EPA 600/M4-82-020 Method(s) using Polarized Light Microscopy

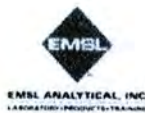
Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
01 161205773-0001		Black Non-Fibrous Homogeneous		93% Non-fibrous (other)	7% Chrysotile
02 161205773-0002		Black Non-Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (other)	None Detected
03 161205773-0003		Black Non-Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (other)	None Detected
04 161205773-0004		Black Non-Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (other)	None Detected
05 161205773-0005		Black Fibrous Homogeneous	40% Cellulose	60% Non-fibrous (other)	None Detected
06 161205773-0006		Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)
 Craig Nixon (6)

Richard H. Harding
 Richard Harding, Laboratory Manager
 or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. None Detected = <1%
 Samples analyzed by EMSL Analytical, Inc. Indianapolis, IN NVLAP Lab Code 200188-0, AZ0939, CA 2575, CO AL-15132, TX 300262

Initial report from 04/16/2012 10:35:23



Asbestos Lab Services Chain of Custody

EMSL Order Number (Lab Use Only):

1101205773

Indianapolis, IN
 2001 East 52nd Street
 Indianapolis, IN 46205
 PHONE: (317) 803-2997
 FAX: (317) 803-3047

Company: Cardinal Environmental Inc.		EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different If Bill to is Different note instructions in Comments** Third Party Billing requires written authorization from third party	
Street: 3303 Paine Avenue			
City/State/Zip: Sheboygan, WI 53081			
Report To (Name): Bruce Ten Haken		Fax:	
Telephone: 920-980-6202		Email Address: btenhaken@cardinalenvironmental.com	
Project Name/Number: <u>Green Bay RR Bridge - Center, IN (WDNR)</u>			
Please Provide Results: Email		Purchase Order:	State Samples Taken: WI

Turnaround Time (TAT) Options* - Please Check

3 Hour
 6 Hour
 24 Hour
 48 Hour
 72 Hour
 96 Hour
 1 Week
 2 Week

*For TEM Air 3 hours/6 hours, please call ahead to schedule. There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

PCM - Air <input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> w/ OSHA 8hr. TWA PLM - Bulk (reporting limit) <input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%) <input type="checkbox"/> PLM EPA NOB (<1%) Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) <input type="checkbox"/> NYS 198.1 (friable in NY) <input type="checkbox"/> NYS 198.6 NOB (non-friable-NY) <input type="checkbox"/> NIOSH 9002 (<1%)	TEM - Air <input type="checkbox"/> 4-4.5hr TAT (AHERA only) <input type="checkbox"/> AHERA 40 CFR, Part 763 <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> EPA Level II <input type="checkbox"/> ISO 10312 TEM - Bulk <input type="checkbox"/> TEM EPA NOB <input type="checkbox"/> NYS NOB 198.4 (non-friable-NY) <input type="checkbox"/> Chatfield SOP <input type="checkbox"/> TEM Mass Analysis-EPA 600 sec. 2.5 TEM - Water: EPA 100.2 Fibers >10µm <input type="checkbox"/> Waste <input type="checkbox"/> Drinking All Fiber Sizes <input type="checkbox"/> Waste <input type="checkbox"/> Drinking	TEM - Dust <input type="checkbox"/> Microvac - ASTM D 5755 <input type="checkbox"/> Wipe - ASTM D6480 <input type="checkbox"/> Carpet Sonication (EPA 600/J-93/167) Soil/Rock/Vermiculite <input type="checkbox"/> PLM CARB 435 - A (0.25% sensitivity) <input type="checkbox"/> PLM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - C (0.01% sensitivity) <input type="checkbox"/> EPA Protocol (Semi-Quantitative) <input type="checkbox"/> EPA Protocol (Quantitative) Other: <input type="checkbox"/>
---	--	---

Check For Positive Stop - Clearly Identify Homogenous Group

Samplers Name: Bruce Ten Haken Samplers Signature: [Signature]

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
01	Coating on Top of South Poles		4/10/12
02	Coating on Railroad Ties - South		
03	↓ - Center		
04	↓ - North		
05	Rope/Basket		
06	Grout - East Pier(?)		

Client Sample # (s): 01 - 06 Total # of Samples: 6

Relinquished (Client): [Signature] Date: 4/10/12 Time: _____

Received (Lab): [Signature] Date: 4-11-12 Time: 940

Comments/Special Instructions:



3303 Paine Avenue, Sheboygan, WI

EMT, Inc.

**PCB Results of Bulk Samples
Including
Chain of Custodies**

DRAFT

ENVIRONMENTAL MONITORING AND TECHNOLOGIES, INC.



8100 North Austin • Morton Grove, IL 60053-3203
847.967.6666 • 800.246.0663 • fax: 847.967.6735 • www.emt.com

Bruce Ten Haken
Cardinal Environmental
3303 Paine Avenue
Sheboygan, WI 53081

April 19, 2012

RE: Green Bay Railroad Bridge

Lab Orders:
12040294

Dear Mr. Bruce Ten Haken:

Enclosed are the analytical reports for the EMT Lab Order listed. Also included with this analytical report is a copy of the chain of custody associated with these samples. If you have any questions, please contact me at 847-967-6666.

Sincerely,

A handwritten signature in cursive script that reads "Arminta Priddy".

Arminta Priddy
Project Manager

Approved by,

A handwritten signature in cursive script that reads "Mitchell Ostrowski for".

Mitchell Ostrowski
Laboratory Director

DRAFT

This Report Contains 8 pages

The Contents of this report apply to the sample(s) analyzed. No duplication is allowed except in its entirety.

State of Illinois Chemical Analysis in Drinking Water Accredited Lab. No. 100256
State of Wisconsin Wastewater and Hazardous Waste No. 999888890

environmental laboratory and testing services
| water | soil | air | product | waste |

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CLIENT: Cardinal Environmental
Project: Green Bay Railroad Bridge
Lab Order: 12040294

Date: 4/19/2012

CASE NARRATIVE

Unless otherwise noted, samples were analyzed using the methods outlined in the following references:

Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, SW846, 3rd Edition

Unless otherwise noted, all method blanks, laboratory spikes, and/or matrix spikes met quality assurance objectives.

Sample results relate only to the analytes of interest tested and to the sample received at the laboratory.

All results are reported on a wet weight basis, unless otherwise noted. Dry weight adjusted results, reporting limits, method detection limits and dilution factors are indicated by the notation "dry" in the Units column. If present, a dilution factor will adjust the method detection limits and reporting limits.

The test results contained in this report meet all of the requirements of NELAC. Accreditation by the State of Illinois or Wisconsin is not an endorsement or a guarantee of the validity of data generated. For specific information regarding EMT's scope of accreditation, please contact your EMT project manager.

The Reporting Limit listed on the Report of Laboratory Analysis is EMT's reporting limit for the analyte reported. For most test methods this reporting limit is primarily based upon the lowest point in the calibration curve.

Analyst's initials of "OUT" indicate that the analyte was analyzed by a subcontracted laboratory.

Method References:

SW=USEPA, Test Methods for Evaluating Solid Waste, SW-846.

E=USEPA Methods for the Determination of Inorganic Substances in Environmental Samples; Methods for Chemical Analysis of Water and Wastes; Methods for Organic Chemical Analysis of Municipal and Industrial Wastewater, 40 CFR Part 136, App A; methods for the Determination of Metals in Environmental Samples; Methods for the Determination of Organic Compounds in Drinking Water.

SM= APHA, Standard Methods for the Examination of Water and Wastewater.

D=ASTM, Annual Book of Standards

Batch numbers starting with a letter indicate an analytical batch while those that are exclusively numerals indicate a preparation batch.

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Report of Laboratory Analysis

CLIENT: Cardinal Environmental
Lab Order: 12040294
Project: Green Bay Railroad Bridge
Lab ID: 12040294-01

Client Sample ID: 001 RESIDUE ON ELECTRIC
Report Date: 4/19/2012
Collection Date: 4/10/2012
Matrix: Solid

Analyses	Result	EMT Reporting Limit	Qual	Units	MDL	Date Analyzed	Batch	DF	Analyst
Percent Moisture									
Percent Moisture	5.22	0.03		% (Percent)	0.0150	4/13/12 07:00	R168222	1.00	VT
Method: SM2540G									
Polychlorinated biphenyls (PCBs)									
Method: SW8082 / SW3540C									
Aroclor 1016	< 1.2	1.2		mg/Kg-dry	0.401	4/17/12	73324	1.00	NCH
Aroclor 1221	< 1.2	1.2		mg/Kg-dry	0.401	4/17/12	73324	1.00	NCH
Aroclor 1232	< 1.2	1.2		mg/Kg-dry	0.401	4/17/12	73324	1.00	NCH
Aroclor 1242	< 1.2	1.2		mg/Kg-dry	0.401	4/17/12	73324	1.00	NCH
Aroclor 1248	< 1.2	1.2		mg/Kg-dry	0.401	4/17/12	73324	1.00	NCH
Aroclor 1254	< 1.2	1.2		mg/Kg-dry	0.401	4/17/12	73324	1.00	NCH
Aroclor 1260	< 1.2	1.2		mg/Kg-dry	0.401	4/17/12	73324	1.00	NCH
PCB, Total	< 8.42	8.42		mg/Kg-dry	2.81	4/17/12	73324	1.00	NCH
Surrogates:									
2,4,5,6-Tetrachloro-m-xylene	62.0	31.6-194		%REC	0	4/17/12	73324	1.00	NCH
Decachlorobiphenyl	53.8	60-125	S	%REC	0	4/17/12	73324	1.00	NCH

Qualifiers: B - Analyte detected in the associated Method Blank
E - Estimated
H - Holding Time Exceeded

S - Spike Recovery outside accepted recovery limits
R - RPD outside accepted recovery limits
J - Analyte detected below quantitation limits

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Report of Laboratory Analysis

CLIENT: Cardinal Environmental	Client Sample ID: 002 GREASE-S.END
Lab Order: 12040294	Report Date: 4/19/2012
Project: Green Bay Railroad Bridge	Collection Date: 4/10/2012
Lab ID: 12040294-02	Matrix: Solid

Analyses	Result	EMT Reporting Limit	Qual	Units	MDL	Date Analyzed	Batch	DF	Analyst
Percent Moisture									
Method: SM2540G									
Percent Moisture	1.89	0.03		% (Percent)	0.0150	4/13/12 07:00	R168222	1.00	VT
Polychlorinated biphenyls (PCBs)									
Method: SW8082 / SW3540C									
Aroclor 1016	< 1.09	1.09		mg/Kg-dry	0.364	4/17/12	73324	1.00	NCH
Aroclor 1221	< 1.09	1.09		mg/Kg-dry	0.364	4/17/12	73324	1.00	NCH
Aroclor 1232	< 1.09	1.09		mg/Kg-dry	0.364	4/17/12	73324	1.00	NCH
Aroclor 1242	0.74	1.09	J	mg/Kg-dry	0.364	4/17/12	73324	1.00	NCH
Aroclor 1248	< 1.09	1.09		mg/Kg-dry	0.364	4/17/12	73324	1.00	NCH
Aroclor 1254	< 1.09	1.09		mg/Kg-dry	0.364	4/17/12	73324	1.00	NCH
Aroclor 1260	1.13	1.09		mg/Kg-dry	0.364	4/17/12	73324	1.00	NCH
PCB, Total	< 7.64	7.64		mg/Kg-dry	2.55	4/17/12	73324	1.00	NCH
Surrogates:									
2,4,5,6-Tetrachloro-m-xylene	102	31.6-194		%REC	0	4/17/12	73324	1.00	NCH
Decachlorobiphenyl	101	60-125		%REC	0	4/17/12	73324	1.00	NCH

Qualifiers:	B - Analyte detected in the associated Method Blank	S - Spike Recovery outside accepted recovery limits
	E - Estimated	R - RPD outside accepted recovery limits
	H - Holding Time Exceeded	J - Analyte detected below quantitation limits



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Report of Laboratory Analysis

CLIENT: Cardinal Environmental **Client Sample ID:** 003 GREASE/COATING
Lab Order: 12040294 **Report Date:** 4/19/2012
Project: Green Bay Railroad Bridge **Collection Date:** 4/10/2012
Lab ID: 12040294-03 **Matrix:** Solid

Analyses	Result	EMT Reporting Limit	Qual Units	MDL	Date Analyzed	Batch	DF	Analyst
Percent Moisture		Method: SM2540G						
Percent Moisture	3.	0.03	% (Percent)	0.0150	4/13/12 07:00	R168222	1.00	VT
Polychlorinated biphenyls (PCBs)		Method: SW8082 / SW3540C						
Aroclor 1016	< 1.16	1.16	mg/Kg-dry	0.388	4/17/12	73324	1.00	NCH
Aroclor 1221	< 1.16	1.16	mg/Kg-dry	0.388	4/17/12	73324	1.00	NCH
Aroclor 1232	< 1.16	1.16	mg/Kg-dry	0.388	4/17/12	73324	1.00	NCH
Aroclor 1242	< 1.16	1.16	mg/Kg-dry	0.388	4/17/12	73324	1.00	NCH
Aroclor 1248	< 1.16	1.16	mg/Kg-dry	0.388	4/17/12	73324	1.00	NCH
Aroclor 1254	< 1.16	1.16	mg/Kg-dry	0.388	4/17/12	73324	1.00	NCH
Aroclor 1260	< 1.16	1.16	mg/Kg-dry	0.388	4/17/12	73324	1.00	NCH
PCB, Total	< 8.14	8.14	mg/Kg-dry	2.71	4/17/12	73324	1.00	NCH
Surrogates:								
2,4,5,6-Tetrachloro-m-xylene	67.7	31.6-194	%REC	0	4/17/12	73324	1.00	NCH
Decachlorobiphenyl	73.7	60-125	%REC	0	4/17/12	73324	1.00	NCH

Qualifiers: B - Analyte detected in the associated Method Blank S - Spike Recovery outside accepted recovery limits
E - Estimated R - RPD outside accepted recovery limits
H - Holding Time Exceeded J - Analyte detected below quantitation limits



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Report of Laboratory Analysis

CLIENT: Cardinal Environmental	Client Sample ID: 004 GREASE ON METAL WH
Lab Order: 12040294	Report Date: 4/19/2012
Project: Green Bay Railroad Bridge	Collection Date: 4/10/2012
Lab ID: 12040294-04	Matrix: Solid

Analyses	Result	EMT Reporting Limit	Qual	Units	MDL	Date Analyzed	Batch	DF	Analyst
Percent Moisture									
Method: SM2540G									
Percent Moisture	3.81	0.03		% (Percent)	0.0150	4/13/12 07:00	R168222	1.00	VT
Polychlorinated biphenyls (PCBs)									
Method: SW8082 / SW3540C									
Aroclor 1016	< 1.18	1.18		mg/Kg-dry	0.393	4/17/12	73324	1.00	NCH
Aroclor 1221	< 1.18	1.18		mg/Kg-dry	0.393	4/17/12	73324	1.00	NCH
Aroclor 1232	< 1.18	1.18		mg/Kg-dry	0.393	4/17/12	73324	1.00	NCH
Aroclor 1242	0.76	1.18	J	mg/Kg-dry	0.393	4/17/12	73324	1.00	NCH
Aroclor 1248	< 1.18	1.18		mg/Kg-dry	0.393	4/17/12	73324	1.00	NCH
Aroclor 1254	< 1.18	1.18		mg/Kg-dry	0.393	4/17/12	73324	1.00	NCH
Aroclor 1260	1.2	1.18		mg/Kg-dry	0.393	4/17/12	73324	1.00	NCH
PCB, Total	< 8.25	8.25		mg/Kg-dry	2.75	4/17/12	73324	1.00	NCH
Surrogates:									
2,4,5,6-Tetrachloro-m-xylene	90.1	31.6-194		%REC	0	4/17/12	73324	1.00	NCH
Decachlorobiphenyl	92.6	60-125		%REC	0	4/17/12	73324	1.00	NCH

Qualifiers:	B - Analyte detected in the associated Method Blank	S - Spike Recovery outside accepted recovery limits
	E - Estimated	R - RPD outside accepted recovery limits
	H - Holding Time Exceeded	J - Analyte detected below quantitation limits



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Client: Cardinal Environmental

Project: card

DATES REPORT

4/19/2012

Lab Order: 12040294

Sample ID	Client Sample ID	Collection Date	Matrix	Test Name	TCLP Date	Prep Date	Analysis Date	Batch ID
12040294-01A	001 RESIDUE ON ELECTR	4/10/12	Solid	Percent Moisture			4/13/12 07:00	R168222
				Polychlorinated biphenyls, PCBs		4/16/12 19:30	4/17/12	73324
12040294-02A	002 GREASE-S.END			Percent Moisture			4/13/12 07:00	R168222
				Polychlorinated biphenyls, PCBs		4/16/12 19:30	4/17/12	73324
12040294-03A	003 GREASE/COATING			Percent Moisture			4/13/12 07:00	R168222
				Polychlorinated biphenyls, PCBs		4/16/12 19:30	4/17/12	73324
12040294-04A	004 GREASE ON METAL			Percent Moisture			4/13/12 07:00	R168222
				Polychlorinated biphenyls, PCBs		4/16/12 19:30	4/17/12	73324



**ENVIRONMENTAL
MONITORING AND
TECHNOLOGIES, INC.**

8100 North Austin Avenue
Morton Grove, Illinois 60053-3203

Chain of Custody Record

847-967-6666
FAX: 847-967-6735
www.emt.com

TURNAROUND TIME:
 RUSH
 _____ day turnaround
 ROUTINE

Due Date: _____ COC #: **104912**

Company: Cardinal Environmental
 Address: 3303 Paine Avenue
Sheboygan, WI 53081
 Phone #: (920) 980-6202 Fax #: () _____
 P.O. #: _____ Proj. #: _____
 Client Contact: _____
 Project ID / Location: Green Bay Railroad Bridge

Sample Type:
 1. Waste Water 4. Sludge 7. Groundwater (filtered)
 2. Drinking Water 5. Oil 8. Other
 3. Soil 6. Groundwater _____

Container Type:
 P - Plastic V - VOC Vial O - Other
 G - Glass B - Tedlar Bag _____

Preservative:
 1. None 4. NaOH 7. Zn Ace
 2. H₂SO₄ 5. HCl 8. Other
 3. HNO₃ 6. MeOH _____

Analyses

TOTAL PCBs

EMT USE ONLY

EMT WORKORDER #20A029

Sample I.D.	Sample Type	Container			Sampling				Preservation		EMT USE ONLY	
		Size	Type	No.	By	Date	Time	pH	Temp.	Field		Lab
001		2oz	G	1	BTH	4/10/12	10:37	-	-	ICE	X	1A
Residue on Electrical Panel Shelf		2oz	G	1	BTH		10:53	-	-	ICE	X	2A
Grease - S. End		2oz	G	1	BTH		11:00	-	-	ICE	X	3A
Grease/Coating		2oz	G	1	BTH		11:15	-	-	ICE	X	4A
Grease on Metal Wheel												

Relinquished By: [Signature] Date: 4-11-12 Time: 2:30 p.m.
 Received By: _____ Date: _____ Time: _____

Relinquished By: _____ Date: _____ Time: _____
 Received By: _____ Date: _____ Time: _____

Relinquished By: _____ Date: _____ Time: _____
 Received For Lab By: Martynall Date: 4-12-12 Time: 1:00

EMT USE ONLY
 SAMPLE RECEIVED ON ICE
 TEMPERATURE (Must be recorded if sampling was greater than 6 hrs. prior to sample receipt)
4e
 EMT SAMPLE RETURN POLICY ON BACK

SPECIAL INSTRUCTIONS: NORMAL TAT

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

PART 1 - GENERAL

SCOPE

This section provides information common to two or more technical site work specification sections or items that are of a general nature, and not included in other sections. This section applies to ALL site work, as applicable. The CONTRACTOR scope of work includes provision of all necessary labor, materials, equipment, supplies, engineering and supervision required to complete the work comprising the Project in strict accordance with this scope of work, these specifications, STATE specifications, appendices, addenda, and other contract documents where applicable and appropriate. Required sequencing or timing of the work (if any) is described in Division 1. See Site Plan and other contract drawings, and appendices. A detailed scope of work for this project is located in Section 02 41 13- DEMOLITION.

All work performed by the CONTRACTOR shall comply with all applicable regulations, laws, ordinances, and permits. It is the CONTRACTOR'S responsibility to identify and understand the regulations, laws, ordinances, and permits that govern this work. The CONTRACTOR shall make no claim of ignorance regarding regulations, laws, ordinances, and permits.

Included are the following topics:

PART 1 - GENERAL

Scope
Related Work
Referenced Organizations
Referenced Documents
Quality Assurance
Safety
Permits
Contract Boundary Equipment & Materials Furnished by Others
Provisions for Future Work
Work by Others
Submittals
Off Site Storage
Codes
Certificates and Inspections

PART 2 - MATERIALS

Barricades, Signs, and Warning Devices
Temporary Plastic Barrier Fencing

PART 3 - EXECUTION

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

RELATED WORK

Applicable provisions of Division 1 govern work under this Section.

REFERENCED ORGANIZATIONS

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

1
2 Abbreviations of organizations referenced in these specifications are as follows:
3

4	AASHTO	American Association of State Highway and Transportation Officials
5	ACPA	American Concrete Pipe Association
6	ANSI	American National Standards Institute
7	ASCE	American Society of Civil Engineers
8	ASME	American Society of Mechanical Engineers
9	ASTM	American Society for Testing and Materials
10	AWWA	American Water Works Association
11	AWS	American Welding Society
12	FHA	Federal Highway Administration
13	EPA	Environmental Protection Agency
14	NEC	National Electric Code
15	NEMA	National Electrical Manufacturers Association
16	NFPA	National Fire Protection Association
17	NSF	National Sanitation Foundation
18	OSHA	Occupational Safety and Health Administration
19	STI	Steel Tank Institute
20	UL	Underwriters Laboratories Inc.
21	USACE	United States Army Corps of Engineers
22	USCG	United States Coast Guard
23	WDNR	State of Wisconsin Department of Natural Resources
24	WISDOT	State of Wisconsin Department of Transportation

25
26 **REFERENCED DOCUMENTS**

27 Where reference is made to the "SSHSC", it shall mean the pertinent sections of the State of Wisconsin,
28 Department of Transportation, Standard Specifications for Highway and Structure Construction, current
29 edition, and all supplemental and interim supplemental specifications. Where reference is made to the
30 "SSSWC", it shall mean pertinent sections of the Standard Specifications for Sewer and Water
31 Construction in Wisconsin, current edition. Where reference is made to the "BMPH", it shall mean the
32 Wisconsin Construction Site Best Management Practice Handbook, current edition as published by the
33 WDNR. Method of measurement and basis of payment sections in referenced documents shall not apply.
34

35 **QUALITY ASSURANCE**

36 Provide materials and products as required by individual specification sections. Refer to Section GC -
37 General Conditions of the Contract regarding substitutions.
38

39 Provide quality assurance testing and reporting as required by individual specification sections.
40

41 **SAFETY**

42 The CONTRACTOR shall be solely responsible for worksite safety and its own Health and Safety
43 Program, including exposure monitoring of its workers and subcontractors. The DFD will have the
44 authority to stop work in cases where safety hazards are observed. The CONTRACTOR shall develop and
45 maintain for the duration of this project, a safety program that will effectively incorporate and implement
46 all required safety provisions of USCG, OSHA, state specific worker safety requirements, Uniform Fire
47 Code, and STATE safety requirements.
48

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

Prior to project start, CONTRACTOR shall apply for and obtain all applicable plans and permits necessary to complete their work. These include but are not limited to; Demolition, dredging, controlled blasting, on-water vessel movements, USCG and USACE approval, etc. copies of these documents shall be submitted to the DFD Consultant Representative for review by the CONTRACTOR prior to project initiation.

WDNR Permit/Manual Code approval for the project is provided in Division 1, Appendix D.

CONTRACT BOUNDARY

The Contract Boundary is indicated on C100 of the drawings. In no case shall demolition activities extend beyond the Contract Boundary without prior approval from the DFD.

The CONTRACTOR shall restore all disturbed areas in accordance with these specifications and as directed by the DFD. If plans and specifications do not address restoration of specific areas, these areas will be restored to pre-demolition conditions as approved by the DFD Consultant Representative.

Any access agreements or easements with private or public entities necessary to execute this work outside of the Contract Boundary shall be the responsibility of the CONTRACTOR to plan, negotiate, and execute. The STATE will not engage in access agreements with public or private entities on behalf of the CONTRACTOR. A CN property access agreement is provided in Appendix A as an access option.

EQUIPMENT & MATERIALS FURNISHED BY OTHERS

Not Applicable

PROVISIONS FOR FUTURE WORK

Not Applicable

WORK BY OTHERS

Not Applicable

SUBMITTALS

The CONTRACTOR shall prepare all required submittals prior to onset of site work. **This includes all submittals required as part of Division 1.**

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

OFF SITE STORAGE

Refer to Division 1.

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

CODES

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

CERTIFICATIONS AND INSPECTIONS

Refer to Section GC - General Conditions.

Obtain and pay for all required sampling, testing, inspections, post-demolition surveys, and certifications except those expressly listed as provided by the DFD Consultant Representative, or other third party in the Contract Documents. Deliver originals of certificates and documents to the DFD Consultant Representative within 3 days; provide copies to the DFD Consultant Representative. Include copies of the certifications and related documents.

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PART 2 - MATERIALS

BARRICADES, SIGNS, AND WARNING DEVICES

Traffic barricades, traffic signs, and warning devices shall meet the requirements of applicable OSHA standards, USCG requirements for floating and fixed project components (barges, boats, bridge, dolphins, and pilings, and the FHA Manual of Uniform Traffic Control Devices (MUTCD). These devices shall be required 24-hours a day, 7 days a week for the entire project duration.

TEMPORARY PLASTIC BARRIER FENCING

UV stabilized high-density polyethylene barrier fence free of holes tears and other defects. Provide 4' tall fence in diamond or rectangular pattern. Fencing shall be "safety orange" color, unless otherwise noted.

Posts for temporary plastic barrier fencing shall be 5' tall, minimum 12 gauge, painted metal posts.

PART 3 - EXECUTION

MAINTENANCE OF SITE AND BUILDING ACCESS/EGRESS

Not Applicable

CONTINUITY OF EXISTING TRAFFIC/PARKING AND TRAFFIC CONTROL

Refer to Section GR - General Requirements.

Do not interrupt or change existing boat traffic, delivery, docking, mooring, or on-land vehicular traffic or deliveries without prior written approval from the DFD Consultant Representative. When interruption is required, coordinate schedule with the DFD Consultant Representative to minimize disruptions. When working in public right-of-way, obtain all necessary approvals and permits from applicable municipalities and WISDOT.

When CONTRACTOR'S activities impede or obstruct boat traffic flow, CONTRACTOR shall provide traffic control devices, signs and flaggers (on-land) in accordance with other Contract Specifications (Division 1 and Division 2) and the current version of the MUTCD, or as shown on the Drawings. The Fox River shall remain accessible to the public at all times.

PROTECTION AND CONTINUITY OF EXISTING UTILITIES

Verify the locations of any water, gas, electric, telephone/communication, or other utilities and site features which may be encountered during execution of any sitework. All lines shall be properly underpinned and supported to avoid disruption of service.

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

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

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PROTECTION OF EXISTING WORK AND FACILITIES

Verify the locations of, and protect, any signs, paved surfaces, buildings, structures, landscaping, streetlights, utilities, and all other such facilities that may be encountered or interfered with during the progress of the work. Take measures necessary to safeguard all existing work and facilities that are outside the Contract Boundary limits. Report any damage to existing facilities to the DFD Consultant Representative immediately. CONTRACTOR shall correct and pay for all damages.

STORMWATER/EXCAVATION WATER MANAGEMENT

The CONTRACTOR shall be responsible for control measures to prevent damage from flooding, erosion, and sedimentation to on-water and off-land areas.

END OF SECTION

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SECTION 02 32 10
SEDIMENT SAMPLING AND REMOVAL
BASED ON DFD MASTER SPECIFICATION DATED 11/21/13

PART 1 - GENERAL

SCOPE

This section provides information resulting from subsurface investigations completed at the Site as part of this project. This section may contain information applicable to ALL sitework, and other technical specification sections, as well. All Contractors are expected to review this information as part of their duties to familiarize themselves with the site.

Results of the sediment core sampling are attached to these specifications as Appendix C. Analytical results apply only to the locations at which data was collected, at the specific time it was collected. Sediment conditions may differ elsewhere within the Contract Boundary.

PART 1 - GENERAL

- Scope
- Related Work
- Permits
- Submittals

PART 2 - MATERIALS

PART 3 - EXECUTION

- Sediment Removal
- Reference Documents

RELATED WORK

Applicable provisions of Division 1 and Division 2 govern work under this Section.

PERMITS

The CONTRACTOR will be responsible for securing all applicable permits related to this work unless otherwise stipulated. Any listing of possible necessary permits is provided for reference purposes only as part of this document. When securing permits, the CONTRACTOR must notify and coordinate with the DFD Consultant Representative prior to contacting governing agencies.

SUBMITTALS

CONTRACTOR shall prepare a sediment removal plan which describes means and methods proposed for removal, handling, loading, temporary storage, and transport of impacted sediments. Plan shall be submitted to the DFD Consultant Representative for review 7 days prior to initiation to activities. Plan review comments shall be returned to the CONTRACTOR within 72 hours of the submittal.

PART 2 - MATERIALS

Not used.

PART 3 - EXECUTION

SEDIMENT REMOVAL

This project includes removal and disposal of up to 1000 bank cubic yards of sediments impacted by PCBs and potentially other regulated chemical constituents. CONTRACTOR shall take precautions during removal/dredging, loading, and transporting of this material such that current conditions are not exacerbated.

Sediment removal, loading, and transportation shall be performed in accordance with all applicable federal, state, and local permits and regulations.

1 The CONTRACTOR shall conform to Division 1 requirements for handling sediment identified as
2 hazardous waste through sampling and shall be transported to a licensed landfill permitted to accept the
3 material. CONTRACTOR is responsible for waste profiling requirements as dictated by the receiving
4 facility.

5
6 **REFERENCE DOCUMENTS**

7 In April 2012, J.F.Brennan Co., Inc. (Brennan) conducted a hydrographic survey within the Contract
8 Boundary. The intent of their work was to display the existing sediment contours of the Fox River channel
9 within the Contract Boundary. Refer to Appendix B.

10
11 In April 2012, FOTH performed sediment core sampling within the Contract Boundary to establish current
12 chemical impact levels in the sediment, where explored. The FOTH report includes fixed based laboratory
13 sediment sample results. Refer to Appendix C.

14
15 Refer to the Site Plan for area of sediment removal within the Contract Boundary.
16

17 **END OF SECTION**

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SECTION 02 41 13
DEMOLITION
BASED ON DFD MASTER SPECIFICATION DATED 10/01/2012

PART 1 - GENERAL

SCOPE

The CONTRACTOR scope of work (base) includes provision of all necessary labor, materials, equipment, supplies, engineering and supervision required to complete the work comprising the Project in strict accordance with this scope of work, STATE specifications, appendices, addenda, and other contract documents where applicable and appropriate. See contract drawings and appendices for additional information.

The Scope of work consists of demolishing the Porlier Street Swing Bridge and all components associated with its structure, i.e. center concrete support pier, concrete east rest pier, all wooden support structures, protective dolphins, rock crib, and rocks contained therein. The bridge is approximately 250-feet in length and approximately 35-feet tall measuring from the bottom of the decking. All support and protective structures associated with the demolition of the Porlier Street Swing Bridge shall be removed to a depth of -31 feet as defined by Low Water Datum (LWD) International Great Lakes Datum (IGLD) 1985 (577.5 mean sea level). This depth is required to enable future capping of the Fox River channel by other parties.

This project involves removal of 1000 bank cubic yards of PCB impacted river channel sediment. The sediment removal is necessary to facilitate removal of the bridge and support structures. In addition to PCBs, other potential contaminants may exist in the river sediments within the Contract Boundary. Analytical data from recent sediment cores taken from within the Contract Boundary is provided in Appendix B of this bid specification.

Concrete pier support removal shall be done by means of conventional methods and/or controlled blasting. Contractor may use conventional demolition techniques which will lead to successful project completion. The use of explosives for controlled blasting shall be allowed in order to facilitate removal of concrete center support pier, east concrete rest pier and any other support pilings only where necessary and approved by the DFD Consultant Representative. All engineering controls necessary to protect or scare resident fish from the work area prior to blasting, and prevent the downstream migration of dislodged sediments (turbidity curtain) is included in the Work of the contract. CONTRACTOR shall contact the WDNR to determine if acoustic fish monitoring receivers are in place within or near the Contract Boundary so the WDNR can remove them prior to demolition or blasting. To limit effects to adjacent structures, the Contractor shall monitor and limit peak particle velocities during demolition activities to 1 inch/second.

Remove crib rocks/boulders and crib.

Contractor shall remove rocks and/or boulders from cribbing structure. Upon removal of the rocks/boulders, the Contractor shall rinse, load and transport rocks/boulders to an on-shore storage location as directed by DFD Consultant Representative. Rinse water shall not be allowed to enter back into the ground or river. Rinse water shall be captured and managed. Captured rinse water shall be sampled to determine proper handling, transportation accommodations and disposal facilities.

The Contractor shall use BMPs, such as a turbidity curtain or other, to limit sediment from transporting. Protect surrounding area from dust. Control rodents, and other vermin associated with demolition operations.

1 Removal, handling, characterization, transportation, and disposal or reclamation of any and all regulated
2 materials present in or on the site structures and other areas of the contract. This includes, but is not limited
3 to, the items listed below.

- 4 • Category I non-friable asbestos containing materials - -see General Requirements #4;
- 5 • Batteries (lead acid, NiCd, etc.);
- 6 • Oil-containing electrical equipment (PCB and non-PCB);
- 7 • Fluorescent and other high intensity lighting, and related PCB-containing ballasts and capacitors,
8 unless otherwise excluded;
- 9 • Equipment oil (PCB and non-PCB);
- 10 • Piping residuals (building control piping, process piping, etc.);
- 11 • Mercury containing devices (thermostats, pipe thermometers, equipment switches, etc.);
- 12 • PCB-impacted building materials (caulk, concrete expansion joint compound, paint, etc.)
- 13 • PCB or other contaminant impacted sediments;
- 14 • Railroad ties and water resistant treated wood;
- 15 • Other regulated waste streams that cannot be included as demolition debris or construction waste.

16
17 The CONTRACTOR must secure environmental clearance documentation from the DFD indicating that
18 all regulated materials have been removed, and other elements of the environmental decommissioning work
19 have been completed, prior to beginning any demolition work.

20
21 Decommissioning of aboveground piping systems, including draining and proper management of residual
22 fluids. Piping systems include any piping networks containing residuals fluids, gases, or regulated solids.
23 Piping related to potentially flammable materials shall be rendered inert by purging with appropriate gases.
24

25 All materials generated during demolition shall be removed for off-site disposition as Work progresses by
26 the CONTRACTOR. As part of the base scope of work, all debris and aggregate (non-metallic) shall be
27 disposed at a licensed and approved landfill unless sold or otherwise recycled by the CONTRACTOR.
28 Combustible materials shall be removed from the work site as demolition progresses by the
29 CONTRACTOR.

30
31 PART 1 - GENERAL

- 32 Scope
- 33 Reference Documents
- 34 Related Work
- 35 Submittals
- 36 Work by Others
- 37 Record Drawings
- 38 Safety
- 39 Permits
- 40 Disconnection of Services
- 41 Provisions for Future Work
- 42 Removal/Salvaging of Items
- 43 Owner Salvaged or Removed Materials
- 44 Restoration

45 PART 2 - MATERIALS

- 46 Equipment

47 PART 3 – EXECUTION

- 48 General
- 49 Demolition Preparation and Protection of Existing Work and Facilities Demolition
- 50 Demolition below Grade
- 51 Demolition Backfill
- 52 Drain Tile
- 53 Transportation and Disposal of Demolition Waste

54

1 **REFERENCE DOCUMENTS**

2 Applicable provisions of Division 1 govern under this section.

3
4 Comply with applicable federal and state Occupational Safety and Health regulations and environmental
5 statutes.

6
7 Comply with applicable State regulations and codes, and any municipal requirements.

8
9 Comply with requirements of applicable federal regulations (USCG and USACE) that may prevail over the
10 State regulations.

11
12 Conform to applicable codes for demolition, safety, dust control, service utilities and materials handling.

13
14 Do not close or obstruct roadways, sidewalks, fire hydrants or other areas/structures without approval by
15 DFD Consultant Representative.

16
17 **RELATED WORK**

18 Applicable provisions of the General Conditions and Division 1, Division 2, Division 11, and Division 31
19 shall govern work under this section.

20
21 Comply with applicable requirements of Section 02 05 00 – COMMON WORK RESULTS FOR
22 EXISTING CONDITIONS with regards to protection of existing facilities and structures when removing
23 crib rock.

24
25 **SUBMITTALS**

26 Provide all required submittals as identified in Division 1.

27
28 For utilities or other services requiring removal or abandonment in-place, submit materials documenting
29 completion of such work.

30
31 The CONTRACTOR shall prepare all required submittals prior to onset of site work. This includes all
32 submittals required as part of Division 1. In addition to Division 1 requirements, CONTRACTOR shall
33 prepare and provide to the DFD, a Work Plan describing the means and methods proposed for removal of
34 each feature to be demolished. The Work Plan shall, at a minimum, include the following:

- 35
36
- A narrative description of the project;
 - Site access and laydown areas;
 - Methods, materials and equipment to be used;
 - Dust and sediment control measures to be used;
 - Temporary erosion control measures to be used; and
 - Proposed construction schedule and sequence of work.
- 41

42
43 The CONTRACTOR shall provide revisions to the Work Plan as requested by the DFD in conjunction with
44 submittal and responses to regulatory agencies.

45
46 The CONTRACTOR shall be responsible for its own Health and Safety Program (HASP), including
47 exposure monitoring of its workers and subcontractors. A copy of the Contractor's HASP shall be
48 submitted to the DFD prior to commencing work at the Site.

49
50 **WORK BY OTHERS**

51 The CONTRACTOR shall notify DFD Consultant Representative to request a hydrographic survey when the
52 CONTRACTOR has determined, with their own quality control hydrographic survey data, which areas
53 within the Contract Boundary have been swept clean to their specified elevations/depths. CONTRACTOR
54 shall make request at time sufficient to make corrective measures if survey result determines that either

1 sediment or subsurface structures have not been removed to depths specified in the contract. Results of the
2 hydrographic survey shall be provided to the Contractor within 10 days of the written request.

3
4 **RECORD DRAWINGS**

5 Maintain record drawings showing actual locations of utilities and other features encountered, and any
6 deviations from the original design. Show actual limits of removal and demolition with hydrographic
7 survey data.

8
9 The CONTRACTOR shall submit a “red-lined” final conditions plan, aka “Record Drawings” plan, which
10 provides the exact locations and depths of site infrastructures not removed as part of this work. The plan
11 shall include surveyed coordinates of the remaining structures and capped utilities relative to permanent on-
12 site or off-site benchmarks.

13
14 **SAFETY**

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

17
18 Take all necessary precautions while dismantling piping containing gas, gasoline, oil or other explosive or
19 toxic fluids or gases. Purge lines and contain materials in accordance with all applicable regulations. Store
20 such piping outdoors until fumes are removed.

21
22 Maintain a clean and orderly site. Remove debris at end of each workday.

23
24 Burning of debris is not permitted.

25
26 If hazardous materials are not anticipated, but encountered, terminate operations and contact the DFD
27 Consultant Representative immediately. Follow all applicable local, state and federal regulations
28 pertaining to hazardous materials.

29
30 The CONTRACTOR shall be responsible for its own Health and Safety Program (HASP), including
31 exposure monitoring of its workers and subcontractors. The DFD Consultant Representative will have the
32 authority to stop work in cases where safety hazards are observed. The CONTRACTOR shall develop and
33 maintain for the duration of this project, a safety program that will effectively incorporate and implement
34 all required safety provisions of OSHA, state specific worker safety requirements, Uniform Fire Code,
35 USCG and STATE safety requirements.

36
37 **PERMITS**

38 The CONTRACTOR will be responsible for securing and paying for all applicable permits related to this
39 work unless otherwise stipulated in these specifications. Any listing of possible necessary permits is
40 provided for reference purposes only as part of this document. When securing permits, the
41 CONTRACTOR must notify and coordinate with the DFD Consultant Representative prior to contacting
42 governing agencies. Further, the CONTRACTOR shall submit any permit applications to the DFD
43 Consultant Representative for review prior to agency issuance.

44
45 File and maintain Notification of Demolition and/or Renovation and Application for Permit Exemption
46 (WDNR Form 4500-113) in accordance with the Wisconsin Administrative Code Chapter NR447.

47
48 **DISCONNECTION OF SERVICES**

49 Prior to starting removal and/or demolition operations the CONTRACTOR shall be responsible for and
50 coordinate the disconnection of all existing utilities, communication systems, alarm systems and other
51 services.

52
53 If this project includes utility cut and capping, the CONTRACTOR shall install witness signs or equivalent
54 markers at capped utility locations, and show them on the site As-Built plan.

1 Disconnect all services in manner which insures continued operation in facilities not scheduled for
2 demolition.

3
4 Disconnect all services in manner which allows for future connection to that service.
5 Disconnect services to equipment at unions, flanges, valves, or fittings wherever possible.

6
7 **PROVISIONS FOR FUTURE WORK**

8 Not Applicable

9
10 **REMOVAL/SALVAGING OF ITEMS**

11 Not Applicable

12
13 **OWNER SALVAGED OR REMOVED MATERIALS**

14 Not Applicable

15
16 **RESTORATION**

17 Not Applicable

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19
20 **PART 2 - MATERIALS**

21
22 **EQUIPMENT**

23 Use Contractor's normal equipment for demolition purposes and which meets all safety requirements
24 imposed on such equipment.

25
26
27 **PART 3- EXECUTION**

28
29 **GENERAL**

30 The CONTRACTOR shall demolish the designated structures per the base scope of work and related
31 contract drawings. The Contract Boundary is situated within the Fox River channel, and which contain
32 sediments potentially impacted by PCBs and potentially other chemical constituents. Because sediment
33 removal is requested as part of the contract, all workers involved with this portion of the project must be
34 trained to 40CFR 1910.120 Hazardous Waste Operations Emergency Response (HAZWOPER) including
35 current 8-hour annual update. If requested, CONTRACTOR shall provide certificates of completion for
36 each worker and subcontractors associated with the project.

37
38 Provide, erect and maintain temporary controls as indicated in the applicable Division 1 Sections.

39
40 The CONTRACTOR shall conduct Work with no interference to public or private accesses and maintain
41 protected access and egress at all times, unless otherwise allowed via project-specific permits.

42
43 Demolition activities shall conform to applicable codes for demolition of structures, safety of adjacent
44 structures, dust control, noise control, service utilities and hazardous materials handling. Work shall be
45 conducted without interference to public or accesses to public areas.

46
47 Submit copies of records documenting recycling or disposal of demolition materials from the site. End-of-
48 job report on total volume for all types of materials salvaged or recycled shall be provided as indicated in
49 Article 36 of Division 1.

50
51 All work performed by the CONTRACTOR shall comply with all applicable regulations, laws, ordinances,
52 and permits. It is the CONTRACTOR'S responsibility to identify and understand the regulations, laws,
53 ordinances, and permits that govern this work. The CONTRACTOR shall make no claim of ignorance
54 regarding regulations, laws, ordinances, and permits.

1 Work shall be performed in a manner that is protective of sensitive environmental media, such as
2 sediments, waterways, wetlands, river and lake beds, and the like. Protected or endangered species (e.g.
3 owls, eagles, mussels, or other aquatic invertebrates) or any common birds and mammals may use these
4 structures as habitat. The CONTRACTOR shall be responsible to identify and manage these organisms to
5 their fullest protection in accordance with applicable regulations. The local WDNR wildlife biologist
6 should be consulted prior to project start-up. The CONTRACTOR shall be responsible to prevent
7 disturbance to sensitive environmental media unless permitted to do so.
8

9 Work shall be conducted in a manner that does not damage adjacent properties, whether private, public, or
10 government (e.g., roadways). Any damage claims to adjacent properties resulting from the execution of
11 this work, whether real or perceived, shall be the responsibility of the CONTRACTOR and must be
12 addressed in a timely manner. The CONTRACTOR shall protect from damage all areas outside the contract
13 boundaries that are to be accessed as part of this work. The CONTRACTOR shall maintain sidewalks,
14 margin areas, roadways, and railways clear of any obstructions and provide safe public and worker
15 environments at all times. CONTRACTOR shall be responsible for obtaining and adhering to access
16 agreements to adjacent properties if CONTRACTOR will encroach on adjacent properties. Any access
17 agreements or easements with private or public entities necessary to execute this work shall be the
18 responsibility of the CONTRACTOR to plan, negotiate, and execute. The STATE will not engage in
19 access agreements with public or private entities on behalf of the CONTRACTOR.
20

21 Outside of the necessary work boundaries, work shall be conducted in a manner that does not disturb
22 shorelines, river banks, river bottoms, and wetlands, regardless of whether related permits are required or
23 such permits do not stipulate protective measures of this nature.
24

25 The CONTRACTOR shall coordinate traffic flow patterns within the contract limits, adjacent waterway
26 and properties (public or private), and STATE properties. Any and all US Coast Guard, WDNR or other
27 federal or state regulatory requirements related to traffic flow (e.g., flagmen, river pilots, buoys, signage,
28 barricades, lighting, temporary roadways, etc.) shall be the responsibility of the CONTRACTOR.
29

30 The CONTRACTOR shall protect at all times underground or aboveground utilities that are to remain
31 intact, including culverts and other surface water conveyance structures. The CONTRACTOR is
32 responsible for any damage or service interruptions to utilities from work performed by the
33 CONTRACTOR, routine or otherwise.
34

35 Off-shore lay-down and material handling areas shall be proposed by the CONTRACTOR and agreed upon
36 by the STATE prior to project commencement.
37

38 The CONTRACTOR shall be responsible for security within the contract boundaries, including
39 CONTRACTOR equipment, waste materials, scrap material, and other items. The STATE shall not be
40 responsible for damage or vandalism to CONTRACTOR items, nor will the STATE be responsible for
41 assets that are stolen (such as equipment or scrap metal).
42

43 The CONTRACTOR and STATE may negotiate a schedule for site work, using agreed upon milestones.
44 Upon agreement, the CONTRACTOR is required to submit a detailed milestone schedule for the
45 completion of the major work items described herein. The schedule shall be critical path method (CPM)
46 based and updated a minimum of once each week.
47

48 The CONTRACTOR shall conduct work during regular work weeks (Monday -Friday) unless otherwise
49 allowed by local ordinances and with prior approval of the STATE. Hours of operation shall be agreed
50 upon by the onsite parties and STATE. The WDNR fish biologist has indicated that the CONTRACTOR
51 may conduct work during the "no disturbance period" (related to fish spawning and migration in the Fox
52 River) for work to be conducted entirely above the water level. CONTRACTOR shall contact the WDNR
53 Green Bay office upon award of the project to discuss their schedule and permit requirements.
54

55 In all aspects of the work of this project, the CONTRACTOR shall provide all methods, means and
56 facilities, and exercise care and diligence, to prevent the migration of wastes or regulated materials and the

1 contamination of the environment (soil, water, sediments, and atmosphere). The CONTRACTOR shall be
2 responsible for all claims or fines levied by public agencies, non-governmental organizations, or private
3 entities. The CONTRACTOR shall also be responsible for all costs associated with the remediation,
4 transportation and disposal of materials and wastes contaminated during this work.
5

6 The CONTRACTOR shall be responsible for the management of all storm water runoff and sedimentation
7 that occurs during the site activities. This includes compliance with appropriate local, State, and Federal
8 soil erosion and sediment control requirements, even if specific storm water, sediment and erosion control
9 permits are not required.
10

11 When unfavorable weather conditions arise, or unsuitable construction conditions exist, the
12 CONTRACTOR shall continue operations which will not be adversely affected by such conditions. The
13 CONTRACTOR shall not construct or cause to be constructed any portion of the work if unsuitable
14 conditions would affect the quality of the work, unless specific precautions are taken to perform the work
15 in a satisfactory manner.
16

17 **DEMOLITION PREPARATION AND PROTECTION OF EXISTING WORK AND FACILITIES**

18 The CONTRACTOR shall implement a nuisance control program throughout the project. Nuisance control
19 shall incorporate noise, dust, vibration, rodent, track-out, and other potential nuisances. Monitoring of
20 nuisances (qualitative or quantitative) created during the execution of this work, if required by permit or
21 ordinance, shall be the responsibility of the CONTRACTOR. The CONTRACTOR shall be responsible for
22 any and all claims from private or public entities related to the work performed as part of this contract.
23

24 The CONTRACTOR shall take all measures necessary to safeguard all existing work and structures which
25 are outside the limits of the work.
26

27 The CONTRACTOR shall make such explorations and probes as necessary to ascertain any required
28 protection measures that shall be used before proceeding with demolition.
29

30 The CONTRACTOR shall provide and maintain adequate catch platforms, warning lights, barricades,
31 guards, weather protection, dust protection, fences, planking, bracing, shoring, piling, signs, and other
32 items required for proper protection.
33

34 The CONTRACTOR shall provide protection for workmen, public, adjacent construction and occupants of
35 existing building(s).
36

37 The CONTRACTOR shall repair or replace any damaged facilities that are not scheduled for demolition.
38

39 The CONTRACTOR shall use a method of scaring fish away from blast. (Blowing large amounts of air
40 around the structure has worked in the past.)
41

42 The CONTRACTOR shall contact the WDNR prior to blasting to be present on-site for blasting procedures
43 and to be present to remove dead rough fish after blasting has occurred.
44

45 The WDNR shall be contacted to remove acoustic receivers used for tagging fish from the river and then
46 reinstalled subsequent to blasting, if applicable.
47

48 **DEMOLITION**

49 The CONTRACTOR shall demolish the designated structures in an orderly and careful manner using
50 conventional methods where possible (for superstructure).
51

52 The CONTRACTOR shall proceed with demolition in a systematic manner, from top of structure to the
53 elevation below grade as determined in these bid specifications. Complete demolition work above each tier

1 before disturbing supporting members on lower levels. Provide bracing and shoring where necessary to
2 avoid premature collapse of structure.

3
4 The CONTACTOR shall remove structural framing members and lower to ground or barge by hoists,
5 derricks or other suitable means.

6
7 Drop-offs greater than the heights exceeding OSHA specifications, shall be barricaded as a safety measure.
8 The nature and type of barricading to be installed shall be OSHA compliant and in accordance with
9 applicable federal, state, and local regulations.

10
11 Carry out vehicle loading as necessary within the Contractor lay-down area or as directed by DFD
12 Consultant Representative. These locations shall not block vehicular traffic on the streets or pedestrian
13 traffic on adjacent public walks.

14
15 Conduct demolition operations and the removal of rubbish and debris in such a way that a minimum of
16 nuisance dust is caused. Constantly sprinkle rubbish and debris with water if necessary to keep nuisance
17 dust to a minimum.

18
19 **DEMOLITION BELOW GRADE**

20 Unless otherwise noted, remove all below grade features to a depth of -31 feet IGLD LWD 1985 (577.5
21 feet msl). CONTACTOR shall prevent sediment migration beyond the Contract Boundary for the entire
22 duration of the work..

23
24 **DEMOLITION BACKFILL**

25 Not Applicable

26
27 **DRAIN TILE**

28 Not Applicable

29
30 **TRANSPORTATION AND DISPOSAL OF DEMOLITION WASTE**

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

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

34
35 Maintain records documenting recycling and disposal of demolition waste. Record description of material,
36 date removed, quantity removed, method of transport and recycling/disposal destination. Submit all waste
37 management records in accordance with Division 1.

38
39 **END OF SECTION**

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SECTION 02 82 20
SECURITY AND SITE CONTROL

PART 1 - GENERAL

SCOPE

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

PART 1 - GENERAL

Scope

Related Work

Entry Control

Signage

PART 2 - MATERIALS

PART 3 - EXECUTION

RELATED WORK

Applicable provisions of Division 1 govern work under this Section.

SECURITY PROGRAM

The CONTRACTOR shall protect Work and existing premises from theft, vandalism and unauthorized entry during operations. The STATE will have no active security operations subsequent to mobilization by the CONTRACTOR, nor will the STATE be responsible for any damage or theft to CONTRACTOR equipment, assets, or scrap metal.

Any manned security program is the responsibility of the CONTRACTOR at the CONTRACTOR'S discretion. Security at all locations on the property shall be the CONTRACTOR'S responsibility.

ENTRY CONTROL

On Land Operations

For on-land CONTRACTOR work areas (parking areas, lay down yard , and alike) restrict entrance of persons and vehicles onto Project site.

Allow entrance only by authorized persons.

Provide signage requiring all visitors to check in with CONTRACTOR.

Require all visitors to review and sign a Site Visitor Safety Plan.

The CONTRACTOR shall verify that all gates are locked at the end of each workday. The CONTRACTOR shall provide keys to all locked gates to the DFD Consultant Representative, on-site security personnel, and local fire department, if required.

The CONTRACTOR shall inspect the perimeter fence and any exclusion zone fencing on a daily basis to check for breaches. All fencing is to be maintained by the CONTRACTOR and repaired immediately as necessary and feasible.

Signage

The CONTRACTOR shall supply and install "No Trespassing" signage on temporary fencing and other locations as required. Signs shall be painted metal and conform to local laws and ordinances.

1 The CONTRACTOR shall place signs on the fence exterior in accordance with local ordinances or permit
2 requirements. If no such requirements are present, signs shall be installed at approximately 100 foot
3 intervals on fencing, with additional locations as necessary, unless otherwise authorized by the STATE.
4

5 The presence and placement of signs, whether they be stand-alone or fixed to mobile equipment,
6 identifying or advertising the presence of the CONTRACTOR or any SubContractors on site, shall be
7 prohibited unless approval is obtained from the STATE.
8

9 **On Water Operations**

10 Prior to project initiation, the CONTRACTOR shall develop a submittal for DFD Consultant
11 Representative review and approval describing their security and site control measures and process to
12 protect the on water work area and vessels. The CONTRACTOR shall be responsible for providing any
13 and all security personnel and equipment to ensure the security and control of the on water work area
14 structures, boats, barges, and demolition equipment at all times during the entire project duration.
15

16 **Signage**

17 The CONTRACTOR shall supply and install “No Trespassing” signage on structures, boats, barges,
18 demolition equipment, and other locations as required. Signs shall be painted metal and conform to local
19 laws and ordinances.
20

21 The presence and placement of signs, whether they be stand-alone or fixed to mobile equipment,
22 identifying or advertising the presence of the CONTRACTOR or any SubContractors on site, shall be
23 prohibited unless approval is obtained from the DFD Project Manager.
24

25
26 **PART 2 – MATERIALS**

27
28 Not Used
29

30 **PART 3 – EXECUTION**

31
32 Not Used
33

34
35
36 **END OF SECTION**
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**SECTION 02 82 30
QUALITY CONTROL**

PART 1 - GENERAL

SCOPE

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

PART 1 - GENERAL

Scope

Related Work

Quality Assurance

PART 2 - MATERIALS

PART 3 - EXECUTION

RELATED WORK

Applicable provisions of Division 1 govern work under this Section.

QUALITY ASSURANCE

The CONTRACTOR shall monitor quality control over handling of any and all hazardous and regulated materials to ensure compliance with the specific techniques described herein, submittals, and health and safety practices by all on-site workers. State-reviewed CONTRACTOR Method Statements shall be maintained and followed unless otherwise specified by the STATE or the DFD Consultant Representative. Method Statements must be revised prior to modification of work procedures.

The CONTRACTOR is to comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes or specified requirements indicate higher standards or more precise workmanship. Perform Work with persons qualified to produce workmanship of specified quality.

Follow all appropriate sample collection, handling, transport, and analytical procedures according to standard sample handling protocols and USEPA analytical methodologies (SW 846).

PART 2 - MATERIALS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

1
2 **SECTION 02 82 40**
3 **RECYCLING AND RESALE OF INERT MATERIALS OR EQUIPMENT**

4 **PART 1 - GENERAL**

5
6
7 **SCOPE**

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

12 **PART 1 - GENERAL**

13 Scope
14 Related Work
15 General
16 Regulatory Requirements
17 Submittals

18 **PART 2 – MATERIALS**

19 **PART 3 - EXECUTION**

20 General
21 Metallics
22 Non-Metallic Materials
23 Equipment and Items to be Sold for Re-Use
24

25 **RELATED WORK**

26 Applicable provisions of Division 1 govern work under this Section.
27

28 **GENERAL**

29 The Owner will not retain salvage rights to any material on this project. CONTRACTOR shall provide the
30 value of scrap steel or other salvageable materials in their bid. The CONTRACTOR is responsible for
31 management of all materials and demolition debris (through disposal or recycling), unless otherwise noted
32 by the STATE. In the event that the CONTRACTOR will recycle or sell materials, the CONTRACTOR
33 shall furnish all necessary labor, materials, equipment, and related items.
34

35 The CONTRACTOR may process and recycle building materials at an off-site location as long as all
36 appropriate and applicable regulations are met, and as long as prior written approval is granted by the
37 STATE.
38

39 For the purposes of this project, this section refers only to inert, non-environmentally regulated materials.
40

41 **REGULATORY REQUIREMENTS**

42 Comply with applicable Federal and STATE Occupational Safety and Health regulations.
43

44 Comply with the applicable requirements of Federal, STATE, and local regulatory agencies.
45

46 Comply with requirements of applicable Federal regulations that may prevail over STATE regulations,
47 including but not limited to: Title 40, Code of Federal Regulations, Parts 261, 262, 264, 265, and 268.
48

49 Title 49, Code of Federal Regulations, Parts 100-199 - Transportation of Hazardous Materials.
50

51 Title 40, Code of Federal Regulations, Part 761 - Polychlorinated Biphenyls (PCBs) Manufacturing,
52 Processing, Distribution in Commerce, and Use Prohibitions.
53

54 **SUBMITTALS**

55 The CONTRACTOR shall provide all submittals including Method Statements.

1
2 Monthly and end-of-job report on total volume for all types of materials recycled or resold are required.

3
4 Executed sales agreements and indemnification agreements, as necessary.

5
6 **PART 2 – MATERIALS**

7
8 Not Used.

9
10 **PART 3 – EXECUTION**

11
12
13 **GENERAL**

14 The CONTRACTOR shall use only recyclers that are pre-approved by the STATE for recycling of these
15 materials.

16
17 The CONTRACTOR shall make all reasonable efforts to remove dirt, grease, fluids, asbestos coatings,
18 refrigerants, and any other such regulated materials from salvageable items prior to loading into containers
19 or bins.

20
21 The CONTRACTOR shall notify recyclers in writing of any known regulated materials which may be
22 present on or within salvageable items (i.e., lead-based paint, PCBs). Copies of any such notifications must
23 be provided to DFD Consultant Representative.

24
25 The CONTRACTOR shall collect, segregate, stage, prepare for transport, and transport materials to be
26 recycled in accordance with the procedures of the recycling transporters and/or facilities.

27
28 The CONTRACTOR shall be responsible for demonstrating that the materials to be sold or recycled are
29 inert or otherwise non-impacted per STATE or local definitions. This may include characterization
30 sampling and analysis and/or regulatory approval. The CONTRACTOR shall submit a request to the DFD
31 Consultant Representative for recycling materials that includes the appropriate information required herein.

32
33 The CONTRACTOR shall execute a sales agreement with the receiver of recycled or sold items. In
34 addition, an indemnification agreement between the CONTRACTOR and receiver of recycled or sold items
35 that specifically hold harmless the STATE may be required at the discretion of the STATE. These
36 agreements shall be submitted by the CONTRACTOR to the DFD Consultant Representative for review
37 and execution by the STATE prior to off-site transport of such materials.

38
39 The CONTRACTOR may sell equipment and other assets for reuse if approved by the STATE. The
40 requirements for requesting the sale of equipment or other assets shall conform to the demonstration and
41 submittal requirements described in this section.

42
43 **METALLICS**

44 The STATE waives the scrap rights to metallic materials as part of this project, such materials may be
45 recycled by the CONTRACTOR at a licensed recycling facility or sold for re-use rather than transported
46 for off-site disposal.

47
48 Requirements for preparing, sizing, and segregating metallic scrap:

- 49
- 50 • Environmental Preparation. Metallic scrap shall be relatively clean and free of deleterious
51 material. The scrap shall be free of significant dirt and grease accumulations, shall be free of free-
52 flowing liquids, shall be free of CFCs and PCBs, shall be free of hazardous waste, and will have
53 the non-metallic appurtenances removed.
 - 54 • Sizing. Process the scrap material in a manner such that it is of appropriate size for removal from
55 the structures and transportation to the scrap vendor or yard.

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The CONTRACTOR shall manage the activities of and coordinate with the scrap metal vendor. CONTRACTOR is responsible for submitting to the DFD Consultant Representative, copies of all records or tracking documents applicable to the scrap.

NON-METALLIC MATERIALS

The CONTRACTOR may process and recycle such materials at an off-site location as long as all appropriate and applicable regulations are met, and as long as prior written approval is granted by the STATE.

EQUIPMENT AND ITEMS TO BE SOLD FOR RE-USE

The CONTRACTOR may sell equipment and other assets for reuse if approved by the STATE. The requirements for requesting the sale of equipment or other assets shall conform to the demonstration and submittal requirements described in this section.

END OF SECTION

DRAFT

SECTION 02 82 41
RECYCLING EVALUATION TOOLS

RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

SUMMARY

This Section specifies administrative and procedural requirements for the evaluation of recycling operations.

CONSTRUCTION OR DEMOLITION WASTE MANAGEMENT PLAN FORM

The purpose of the Construction Waste Management Plan Form is to identify construction waste reduction goals, identify targeted materials, and explain specific waste reduction actions to be taken, by whom, and when.

SITE MONITORING FORM

The most effective construction waste management programs include methods for providing feedback on how successful the program has worked. Tracking project costs may indicate whether money is being saved, but may not indicate why money is being saved. Furthermore, it cannot indicate whether the savings are the maximum possible. Waste audits, on the other hand, reveal opportunities for increased savings, such as significant amounts of recyclables ending up in waste bins, or non-recyclables ending up in bins designated for recyclables. Waste audits provide feedback throughout the duration of the Project.

- A. Allows the CONTRACTOR to quantify the amount of recyclables being discarded and to identify missed opportunities.
- B. Guides the CONTRACTOR through the removal and sorting process of materials.
- C. Provides a listing of potential categories of materials for sorting the waste dumpster.
- D. A photographic record taken during a waste audit of recyclables found in the waste dumpster can be very effective.
- E. Requires the CONTRACTOR to identify major subcontractors on site contributing to the waste stream.
- F. Takes approximately 15 minutes to fill out.
- G. Should be used weekly, or at a minimum, during major shifts in construction activities.
- H. Identifies specific items that may be hindering the recycling program and can be addressed for immediate results.
- I. Creates a record over time to show improvements in sorting or identifies phases of the Project that need extra attention.

MONITORING RESULTS

Waste audit results indicate whether a change in the Construction Waste Management Plan is necessary. An audit may indicate that more of a particular material waste is being generated than originally anticipated. If so, the material should be targeted for the remainder of the Project. The waste audit serves as a reminder to seek new recycling options that have become available since the commencement of the Project.

Construction or Demolition Waste Management Plan Form

Project Name: _____

Contractor: _____

Construction Waste Management Plan Manager (Contractor's Representative):

Project Location: _____

Estimated Construction Dates: _____

PROJECT SCOPE - indicate type of structure (e.g., steel, concrete, etc.), building size, project cost, space constraints, etc.

RECYCLING GOAL - To recycle ____ % of waste generated on the site by weight. (Minimum goal 50%)

Goals and Intent:

Reduce: The Project shall generate the least amount of waste and methods shall be used that minimize waste due to error, poor planning, breakage, mishandling, contamination, or similar factors. Promote the resourceful use of materials to the greatest extent possible.

Reuse: The CONTRACTOR and Subcontractors shall reuse materials to the greatest extent possible. Reuse includes the following:

1. Salvage reusable materials for resale, for reuse on this Project, or for storage for use on future projects.
2. Return reusable items (e.g., pallets or unused products) to the material suppliers.

Recycle: As many of the waste materials not able to be eliminated in the first place or salvaged for reuse shall be recycled. Waste disposal in landfills shall be minimized to greatest extent possible.

ANALYSIS OF ESTIMATED CONSTRUCTION WASTE TO BE GENERATED

A. Projected waste materials

- Asphalt
- Brick
- Cans and bottles
- Cardboard
- Carpet
- Carpet pad
- Ceiling tile scrap
- Concrete
- Glass
- Gypsum board
- Insulation scrap
- Land clearing wood
- Metal – wire, pipe cutoffs, etc.
- Pallets
- Paper
- Plastics including stretch wrap, plastic bags and Styrofoam
- Untreated wood, plywood, OSB, particleboard
- Structural steel
- Vinyl
- Other (specify) _____

- B. Produce a preliminary list of materials that may be targeted for reuse or recycling (based on size and type of construction and other relevant information). Complete the list based on the availability of recycling and waste reduction services and on feedback from key Subcontractors who will be working on the Project. Focus recycling efforts on high potential materials and practices. Select materials that are generated in greatest volume, that have the most market value, that can be easily separated and that are recycled locally.
- C. Estimated quantities of waste materials, by type (use Project estimates or commercial construction weight estimates below, compiled by WasteCap Wisconsin based on WI State Averages and commercial construction projects. Actual percentages will vary based on the project and type of construction.)

Material	Estimated % (by weight)	Estimated Tons
Total Estimated		
Trash (25%)		
Cans & Bottles (2%)		
Cardboard (5%)		
Concrete/masonry (21%)		
Drywall (11%)		
Metal (11%)		
Wood (25%)		
Reuse (0%)		
Other		
Total (100%)		

<p>TYPE OF RECYCLING SERVICE PROVIDERS AND TARGETED MATERIALS</p> <p>(Refer to Construction Waste Management Appendix)</p> <p><input type="checkbox"/> Evaluate Cost and Services Offered <input type="checkbox"/> Service Provider Agreements in Place</p>

Company #1 _____

Company #2 _____

Company #3 _____

Company #	Material	How and where waste is disposed or diverted
	Trash	
	Cans & Bottles	
	Cardboard	
	Concrete/Masonry	
	Scrap Metal	
	Wood	
	Other	
	Other	
	Other	

MATERIALS-HANDLING PROCEDURES

Contractors and Subcontractors will separate and handle materials as stated below.

Example: Cardboard: Separate and flatten clean cardboard and boxboard and place in designated containers on the Project site. Do not include waxed cardboard, tissue, paper plates or towels, pizza boxes or any item that is not paper. Separate plastic, Styrofoam and other items which may be stuck to the cardboard boxes. Staples may be left in cardboard. Cardboard that is over 50% covered in mud, paint or other contaminants should be disposed of as trash. The cardboard will be sorted, sold and made into new paper products.

RECYCLING OPERATIONS

Action ***	Who
Order dumpsters - oversee delivery _____	
Site dumpsters/collection sites for optimum convenience _____	
Educate Project site personnel on recycling requirements _____	
Order signs for dumpsters and other recycling bins _____	
Sort or process recyclables on site _____	
Take trash and recyclables to the dumpsters _____	
Schedule dumpster pickups/drop offs _____	
Monitor dumpsters for contamination _____	
Document recycling results _____	

*** Depending on the service option chosen, these may be the responsibility of the field personnel, construction waste manager, the hauler, a recycling CONTRACTOR, or the Subcontractors.

EDUCATIONAL AND MOTIVATIONAL PLAN – Check all items intended to be used

Actions

- Complete Construction Waste Management Plan
- Hold Orientation/Kick Off Meeting
- Update & Progress in Weekly Project-Site Meetings
- Encourage Just-in-time deliveries
- Post Targeted Materials (signage)
- Distribute tip sheets to Project-site personnel
- Post goals/progress (signage)
- Use formal agreements committing subs to program
- Require those who contaminate dumpsters to re-sort
- Provide stickers, t-shirts, hats or other incentives
- Public recognition of participating subs
- Take photos to document progress and share
- At site visits, discuss waste management with Project-site personnel
- Conduct periodic presentations for Project-site personnel on waste issues
- _____

WASTE AUDITING PROCEDURES – Describe how the recycling program will be monitored so that recycling and trash containers are kept free of contamination. Include frequency of monitoring

DOCUMENTATION PROCEDURES

- | | Who |
|---|-----|
| <input type="checkbox"/> Perform monthly cost and materials tracking (required) _____ | |
| <input type="checkbox"/> Perform final evaluation (required) _____ | |

Site Waste and Recyclables Monitoring Form

Project Name: _____

Date/Time: _____

Monitor Name: _____

1. Are all containers (trash and recycling) together in one area? Yes No
2. Do all containers have clear signs for the materials that belong in them? Yes No
3. Are the signs clearly visible to workers who approach them? Yes No
4. Is there easy access to all containers? (Is there anything in the way?) Yes No
(If "No," describe measures to be taken to eliminate the obstructions)
5. Is the dumpster area dry and firm? Yes No
6. Is the dumpster area (check one):
 - Neat and tidy
 - Somewhat messy
 - Dirty (needs to be cleaned)

Comment: _____

7. Check individual dumpsters

TRASH

Contamination (Check all applicable items)

- | | |
|--|------------------------------------|
| <input type="checkbox"/> Auto batteries | <input type="checkbox"/> Paper |
| <input type="checkbox"/> Cans or bottles | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Cardboard | <input type="checkbox"/> Waste Oil |
| <input type="checkbox"/> Concrete | <input type="checkbox"/> Wood |
| <input type="checkbox"/> Metal | |
| <input type="checkbox"/> Other _____ | |

Comments: _____

CARDBOARD

Contamination (Check all applicable items)

- | | |
|--|--|
| <input type="checkbox"/> Muddy or painted cardboard | <input type="checkbox"/> Boxes with trash or sweepings in them |
| <input type="checkbox"/> Oily cardboard | <input type="checkbox"/> Beverage containers |
| <input type="checkbox"/> Pizza boxes or other food containers | <input type="checkbox"/> Metal |
| <input type="checkbox"/> Waxed cardboard | <input type="checkbox"/> Plastic |
| <input type="checkbox"/> Mortar and cement bags | <input type="checkbox"/> Wood |
| <input type="checkbox"/> Boxes with plastic, wood, or other packing material | <input type="checkbox"/> Trash |
| <input type="checkbox"/> Other _____ | |

Does this container require cleaning? Yes No
(Note: Small amounts – up to 5% -- of these materials are acceptable)

Comments:

CONCRETE

Contamination (Check all applicable items)

- Dirt
- Organic materials (brush, grass, etc.)
- Wire mesh
- Other _____

Does this container require cleaning? Yes No

Comments:

METAL

Contamination (Check all applicable items)

- Loose welding rods
- Aluminum cans
- Electrical ballast
- Electrical capacitors
- Insulated electric wire
- Metal painted with lead paint
- Glass
- Light bulbs
- Other _____
- Aerosol cans
- Batteries (any kind)
- Freon bottles (or other gas bottles)
- Lead
- Barrels and drums
- Oil cans and filters
- Paint cans
- Closed containers of any kind

Does this container require cleaning? Yes No

Comments:

GYPSUM BOARD

Contamination (Check all applicable items)

- Painted gypsum board
- Cement board
- Moisture-resistant gypsum board (green board)
- Reinforced-type gypsum boards
- Other specialty gypsum board(s)
- Corner bead (or other metal strips)
- Nails, screws or other metal fasteners
- Does this container require cleaning? Yes No

Comments:

WOOD

Contamination: (Check all applicable items)

Very small amounts (about 2% or less) of the following materials are acceptable in the wood containers. Document their presence in writing.

- Cardboard
- Paper or paper cups
- Other _____

The following items, if present in the wood container, require immediate removal. Notify the Lead CONTRACTOR'S representative.

- | | |
|---|---|
| <input type="checkbox"/> Treated lumber | <input type="checkbox"/> Truss plates |
| <input type="checkbox"/> Painted or varnished lumber | <input type="checkbox"/> Any metal other than nails and staples |
| <input type="checkbox"/> Metal strapping | <input type="checkbox"/> Glass bottles |
| <input type="checkbox"/> Reinforcing rod | |
| <input type="checkbox"/> Pallets or wooden spools with bolts and fasteners 1/4-inch or larger | |

Try to determine where the contaminants came from and how they got in the dumpster. Possible source of contamination:

Does this container require cleaning? Yes No

Comments:

OTHER

Material being recycled: _____

Contamination (List contaminants) _____

Does this container require cleaning? Yes No

Comments:

8. **Mark the areas that need attention to help meet the Project's recycling goals:**

- Lack of space to place containers
- Subcontractors not knowledgeable of recycling requirements
- Subcontractors not cooperative
- Recycling bins are not provided
- Recycling markets are not available
- Dumpsters are not in fenced area
- Other _____

Final Construction Waste Management Plan Form

Project Name: _____

Plan Manager: _____

Representing: _____

Location: _____

Date: _____

Construction Waste Reduction Goals

To evaluate the quantitative success of your program summarize the data on your monthly tracking form, measured against goals set in your Construction Waste Management Plan.

Percent Reduction Goal: _____ Actual Percent Reduction: _____

Cost Savings Goal: _____ Actual Cost Savings: _____

Construction Waste Management Program Strengths and Weaknesses

Please evaluate the strengths and weaknesses of each aspect of the Construction Waste Management Plan in the charts below. Space is also provided to list any original ideas implemented and/or suggest improvements to the existing aspects and tools.

Methods to Reduce, Reuse and Recycle

Strengths	Weaknesses	Suggested/implemented Improvements
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Communication and Motivation Tools

Strengths	Weaknesses	Suggested/implemented Improvements
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Evaluation Tools

Strengths	Weaknesses	Suggested/implemented Improvements
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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SECTION 11 11 00
ACCESS ROADS, PARKING AREAS, AND TRAFFIC CONTROL

PART 1 - GENERAL

SCOPE

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

PART 1 - GENERAL

Scope

Related Work

PART 2 - MATERIALS

PART 3 - EXECUTION

Access Roads

Parking and Vehicle Use

Traffic Control

RELATED WORK

Applicable provisions of Division 1 govern work under this Section.

PART 2 - MATERIALS

Not Used

PART 3 - EXECUTION

ACCESS ROADS

Upon establishment of CONTRACTOR lay down area and/or on land support yard, CONTRACTOR shall use the designated roads for access to the areas during the entire duration of the project. The CONTRACTOR shall comply with any and all local ordinance restrictions, if any, restricting truck or heavy vehicle traffic on specified roadways.

Access roads within the established on land support area(s) under CONTRACTOR control shall be maintained during the Work until their removal. Snow, ice, ponding, and excessive dust and dirt shall be removed on a daily basis, or as deemed necessary by the DFD Consultant Representative.

Access roads shall be misted to reduce dust emissions from the roadways as deemed necessary by the DFD Consultant Representative.

Security gates shall be maintained and locked at the end of each day's work.

PARKING AND VEHICLE USE

Temporary parking areas shall be confined to CONTRACTOR'S use area only.

Maintain all temporary parking areas free from trash and debris.

CONTRACTORS may be restricted to a maximum number of vehicles outside of the work limits, or other requirement as stipulated.

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TRAFFIC CONTROL

As necessary, the CONTRACTOR shall be responsible for proper coordination of activities and shall provide, at a minimum, the following in accordance with applicable Federal, State, and local regulations:

- Obtaining all permits, fees, and bonds, as necessary and required by DOT and State and local agencies.
- Flaggers during activities resulting in vehicle traffic entering and leaving the site.
- Barricades, flashing lights, and warning signs, both on-site and an appropriate distance down each of the adjacent cross roads.
- Necessary precautions to ensure the safety of the public while machinery and trucks are operating on the site.

END OF SECTION

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SECTION 31 10 00
SITE CLEARING AND RESTORATION
BASED ON DFD MASTER SPECIFICATION DATED 10/1/12

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PART 1 - GENERAL

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SCOPE

The work under this section shall consist of providing all work, materials, labor, equipment, and supervision necessary to clear and grub the site of existing vegetation as required in these specifications and on the drawings. Included are the following topics:

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PART 1 - GENERAL

Scope
Related Work
Submittals
Delivery, Storage and Handling
Guarantee
Clearing Limits

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PART 2 - MATERIALS

Grass Seed Mix
Water
Equipment

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PART 3 - EXECUTION

General
Grubbing
Preparation
Restoration

RELATED WORK

Applicable provisions of Division 1 govern work under this Section.

SUBMITTALS

Provide seed samples and data showing seed mix composition and a guarantee of germination.

Provide seed mixture.

Provide information on method of sowing seed.

DELIVERY, STORAGE AND HANDLING

Seed shall be delivered to the site in its original, unopened container, labeled as to weight, analysis, and manufacturer. Store any seed delivered prior to use in a manner safe from damage from heat, moisture, rodents, or other causes. Any seed damaged after acceptance shall be replaced by the CONTRACTOR.

GUARANTEE

Guarantee the germination of seed installed during the regular seeding season.

CLEARING LIMITS

Confine clearing and grubbing operations to the limits as indicated on the drawings. In the absence of such a designation on the drawings, confine work to the minimum area reasonably necessary to undertake the work as determined by the DFD Consultant Representative. Clearing and grubbing operations shall not extend past the property line or easement line without prior approval of the DFD Consultant Representative.

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3 **PART 2 - MATERIALS**

4 **GRASS SEED MIX**

5 [Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology;
6 Rules for Testing Seeds" for purity and germination tolerances]

7 [Full Sun:

- 8 70 percent Kentucky Bluegrass (*Poa pratensis*), a minimum of three cultivars
9 15 percent Perennial Ryegrass (*Lolium perenne*)
10 15 percent Fine Fescue(*Fescue* variety)].

11
12 [Sun and Partial Shade: Proportioned by weight as follows:

- 13 50 percent Kentucky Bluegrass (*Poa pratensis*).
14 30 percent Chewings Red Fescue (*Festuca rubra* variety).
15 10 percent Perennial Ryegrass (*Lolium perenne*).
16 10 percent Redtop (*Agrostis alba*)].

17
18 [Shade: Proportioned by weight as follows:

- 19 50 percent Chewings Red Fescue (*Festuca rubra* variety).
20 35 percent Rough Bluegrass (*Poa trivialis*).
21 15 percent Redtop (*Agrostis alba*)].

22
23 **WATER**

24 Water free of wastewater effluent or other hazardous chemicals.

25
26 **EQUIPMENT**

27 All equipment brought into project site shall be clean and free of weed seed or seed from previous
28 applications. The intent is reducing the spread of noxious and invasive plants and weeds within the State of
29 Wisconsin.

30
31 **PART 3 - EXECUTION**

32
33 **GENERAL**

34 Limits of clearing and grubbing shall be as shown on plans. When selective pruning and removal is
35 specified, limit work to only those plants or limbs shown drawings or scheduled.

36
37 Remove trees, stumps, roots, brush, other vegetation, debris, and other items that interfere with new
38 construction.

39
40 To minimize erosion, limit heavy equipment travel only to that necessary to complete clearing and
41 grubbing.

42
43 Repair damaged erosion control features immediately.

44
45 **GRUBBING**

46 Grubbing operations may be completed by removal of stump section or by grinding.

47
48 Perform stripping of vegetation, grading, excavation, or other land disturbing activities in phases to
49 minimizing exposure of bare soil. Do not clear the site of topsoil, trees, and other natural ground covers
50 before the commencement of construction. Retain natural vegetation and protect until the final ground
51 cover is placed.

1 **PREPARATION**

2 Remove stumps, logs, roots, and structures to the depth indicated:

3 Walks: 24 inches below subgrade

4 Roads and drives and parking areas: 36 inches below subgrade

5 Concrete slabs: 24 inches below subgrade

6 Lawn areas: 12 inches

7 Footings and foundations for signs, lights, etc.: 18 inches below footing base

8
9 Depressions resulting from grubbing operations shall be backfilled.

10
11 **RESTORATION**

12 Repair or replace protected vegetation that is damaged during the Work.

13
14 CONTRACTOR shall:

15 Remove vegetation damaged extensively and not capable of survival, as required in writing by the DFD, and
16 provide replacement acceptable to the DFD Consultant Representative.

17
18 SOWING

19 Unless otherwise noted, sow seed at a rate of 2# (dry seed weight)/1000 square feet.

20
21 CLEANING AND REPAIR

22 Waste and excess material from the seeding operation shall be promptly removed. Adjacent paved areas
23 are to be cleaned, and any damage to existing adjacent turf areas shall be repaired.

24
25 The CONTRACTOR must verify that seeded areas have established themselves and are growing.
26 Verification shall be accomplished through photographic evidence or visual inspection by DFD Consultant
27 Representative prior to CONTRACTOR demobilization.

28
29 The CONTRACTOR shall warranty all seeding for a period of one full growing season, beginning with the
30 Initial Acceptance.

31
32 MAINTENANCE WATERING

33 Seeded areas are to be watered daily to maintain adequate surface soil moisture for proper seed
34 germination. Watering shall continue for not less than 30 days following seeding.

35
36 CHIPPING

37 Unless otherwise prohibited by project plans and specifications or local regulations, CONTRACTOR shall
38 chip cleared material and dispose of it onsite. Materials that are too large to be chipped or ground in place
39 shall be disposed of offsite.

40
41 Chipped material shall be thin spread or blow over the entire site. Large segregated piles of chippings shall
42 not be left onsite, unless requested by the DFD Consultant Representative.

43
44 Protect all existing and proposed utility structures and waterways from collecting chippings.

45
46 Upon approval of the DFD Consultant Representative, chippings may be hauled offsite for use as mulch,
47 ground cover or soil bulking agent. Chippings shall not be hauled offsite for disposal unless approved by
48 the DFD Consultant Representative.

49
50 OFFSITE DISPOSAL OF MATERIALS

51 Clearing and grubbing debris shall be disposed of at facilities designed to accept the material that is being
52 disposed. Follow all local, state and federal regulations.

53
54 **END OF SECTION**

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SECTION 31 23 16.26
ROCK REMOVAL
BASED ON DFD MASTER SPECIFICATION DATED 10/1/12

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PART 1 - GENERAL

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SCOPE

41 The work under this section shall consist of providing all work, materials, labor, equipment, and
42 supervision necessary to complete the drilling and blasting of rock for the removal of crib rocks and
43 concrete for, as required in these specifications, on the drawings and as otherwise deemed necessary to
44 complete the work. Included are the following topics:

45

PART 1 - GENERAL

46 Scope
47 Related Work
48 Reference Standards
49 Submittals
50 Quality Assurance
51 Storage
52 Safety
53 Permits
54 Erosion Control
55 Provisions for Future Work
56 Qualifications
57 Survey and Staking
58 Measurement and Payment

59

PART 2 - MATERIALS

60 General

61

PART 3 - EXECUTION

62 General
63 Pre-blast Survey
64 Vibration Control/Monitoring
65 Blasting Plan
66 Test Blast
67 Overburden Soil
68 Drilling
69 Concrete Blasting
70 Rock Breaking
71 Rock Excavation

72

RELATED WORK

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

74 Section 02 41 13 Demolition

75

REFERENCE STANDARDS

76 Not Applicable

77

SUBMITTALS

78 Prior to starting work, the Contractor shall provide the DFD Consultant Representative with 6 copies of the
79 following:

- 80
- 81 • Blasting Licenses
 - 82 • Blaster's Certificate of Insurance
 - 83 • Pre-Blast Survey
- 84

- Blasting Plan
- Material Storage Plan

Each week during blasting operations, the Contractor shall provide the DFD Consultant Representative with 3 copies of the following :

- Daily Explosive Material Consumption Log
- Daily Blasting Log
- Video Record of Blasting

QUALITY ASSURANCE

The Contractor shall be solely responsible for quality assurance associated with concrete bridge and east rest pier support blasting. Quality assurance efforts undertaken by the Contractor shall include, but not be limited to the following:

Pre-Blast Survey: Conduct a pre-blast survey as described in subsequent sections of this specification.

Daily Explosive Material Consumption Log: Maintain a daily record of the storage and use of explosive materials. Provide records of the class and quantities received and issued and the total remaining on hand at the end of each day. Check the remaining explosive inventory each day and report any discrepancies that would indicate a theft or loss of explosive material.

Blasting Log: Provide a daily blasting log, summarizing blasting operations for that day. Include the following information in the daily blasting log:

- Station limits of the shot
- Plan and section view of the drill pattern including hole diameter, hole depth, hole angle, overburden depth
- Loading diagram showing type, trade name and amount of explosives and primers.
- Initiators sequence of blast holes including delay type, delay system and times in each blast hole.
- Blast times.
- Results of blasting.

Video Recording of Blasts: Video recording of each blast. Provide audio commentary describing blast, including results of blast. Index the tapes to allow identification and access of each blast.

STORAGE

All explosive material shall be stored in accordance with the Wisconsin Administrative Code, Chapter Comm 7 – Explosive Materials, and the project material storage plan.

SAFETY

The Contractor is solely responsible for all worksite safety.

Perform all work in accordance with USCG, USACE, OSHA regulations and any other applicable local, state or federal safety standards.

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

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PERMITS

Contractor shall be solely responsible for obtaining and paying for all permits necessary to complete the work.

If blasting, submit “Notice of Blasting in Community”, (Form SBD-7336, current version) to the Department of Commerce and other applicable agencies. Obtain and pay for other blasting permits as required by local governments.

EROSION CONTROL

Not Applicable

PROVISIONS FOR FUTURE WORK

Not Applicable

QUALIFICATIONS

The Contractor conducting concrete blasting shall be a State of Wisconsin licensed blaster, specializing in concrete blasting.

The Contractor shall have a minimum of 10 years experience in concrete blasting. The Contractor shall demonstrate the prerequisite experience and knowledge by providing a minimum of 5 references for projects having similar size and scope.

A Contractor that is unable to demonstrate the prerequisite experience shall be considered unqualified and will not be allowed to complete the work.

SURVEY AND STAKING

Not Applicable

MEASUREMENT AND PAYMENT

Concrete blasting will be compensated as part of the Lump Sum Base Bid contract value.

PART 2 - MATERIALS

GENERAL

All explosives and related material shall meet the requirements of all applicable federal, state, and local regulations, as well as the recommendations of the International Society of Explosives Engineers.

Store all explosives in accordance with the Material Storage Plan and all local, state and federal regulations.

PART 3 - EXECUTION

GENERAL

Review plans and prepare work plan and schedule. Coordinate activities with other contractors working onsite.

Contact Diggers Hotline. Locate and protect utilities, structures, pavement, trees, landscaping, benchmarks and other features in the work area.

Layout work. Establish grade necessary to complete the work.

PRE-BLAST SURVEY

Conduct a pre-blast survey prior to initiating any blasting operations.

1
2 The pre-blast survey should document the condition of all buildings, structures and utilities located within
3 1500' of the blasting operations. Provide photos and/or video footage of pre-blast conditions.
4

5 Provide STATE 1 week written request via certified mail to conduct pre-blast survey. If STATE or
6 occupants fail to allow access to property for the pre-blast survey, send a certified letter to the STATE or
7 occupant documenting attempt to contact. Include all notification in pre-blast survey report.
8

9 Provide DFD Consultant Representative with 6 copies of the pre-blast survey report. Do not initiate
10 blasting until DFD Consultant Representative has completed a review of the pre-blast survey and
11 authorized starting blasting.
12

13 The Contractor is solely responsible for any damage resulting from blasting.
14

15 **VIBRATION CONTROL AND MONITORING**

16 Based on the nature of the project and the results of the preblast survey, provide vibration monitoring and
17 control as necessary.
18

19 Retain a qualified, independent vibration specialist to complete vibration monitoring and establish safe
20 vibration limits.
21

22 Record all results of vibration testing, including information on testing equipment, test methods, test
23 results, and determination of safe vibration limits.
24

25 If vibration limits are exceeded, stop all blasting until potential damage has been assessed, and corrective
26 action has been taken to lower vibration
27

28 **BLASTING PLAN**

29 Complete a blasting plan prior to initiating blasting operations.
30

31 Provide DFD Consultant Representative with 6 copies of the pre-blast survey. Do not initiate blasting
32 until DFD Consultant Representative has completed a review of the blasting plan and authorized starting.
33

34 The blasting plan should include specific information regarding proposed materials and methods, including
35 the following;
36

- 37 • Details of the blasting patterns
- 38 • Disturbance limits of each shot, including critical distances to existing structures
- 39 • Plan and section view of proposed disturbed bedrock areas created by blasting
- 40 • Loading diagrams including depth, diameter, type and amount of explosives, type of initiators
- 41 • Initiator sequencing including delay times and delay system.
- 42 • Manufacturer's data sheets for all explosives, primers and initiators.
- 43 • Procedure for correcting misfires.
- 44 • Fly rock, air blast and vibration control requirements
45

46 **TEST BLASTS**

47 Not Applicable
48

49 **OVERBURDEN SOIL**

50 Not Applicable
51

52 **DRILLING**

53 Drill holes in the locations and diameters specified in the blasting plan. Holes shall be drilled within a
54 distance no greater than 2 hole diameters from the staked location.

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After drilling holes, verify that hole is free of obstructions for its entire depth. Re-drill obstructed holes.

When pre-splitting, drill a line of buffer holes if detonation of production holes is damaging the pre-split line.

Do not drill production blast holes lower than the bottom of the controlled blast holes.

CONCRETE BLASTING

Place charges in holes in a manner that will not cause caving. Stem the upper portion of holes using sand or aggregate material.

Use the type and quantity of explosives as specified in the blasting plan.

Provide blasting mats or rock cover and concrete to prevent fly rock. Adjust blasting methods as necessary when working to prevent fly rock damage.

Where pre-splitting, detonate the production blast after detonation of the presplit blast; use appropriate delays. Use standard explosives manufactured for pre-splitting.

Do not allow personal to enter the blast area for 5 minutes following a blast. After the delay, the blaster shall enter the blast area and check for detonation in all holes. If misfires are detected, the blaster and other essential personnel shall correct the misfire in accordance with the blasting plan.

ROCK BREAKING

Not Applicable

ROCK EXCAVATION

Not Applicable

END OF SECTION

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SECTION 31 41 20
SPILL CONTROL

PART 1 - GENERAL

SCOPE

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

PART 1 - GENERAL

Scope

Related Work

Submittals

PART 2 - MATERIALS

PART 3 - EXECUTION

General

RELATED WORK

Applicable provisions of Division 1 govern work under this Section.

SUBMITTALS

The CONTRACTOR shall install witness signs or equivalent markers at capped utility locations, and show them on the site As-Built plan. The CONTRACTOR'S site specific Spill Control Plan must be submitted as part of the base proposal and updated as necessary prior to performance of any site activities. This plan is to apply to all liquid regulated materials and waste streams on the premises during work, and shall include means and methods for control, mitigation, and cleanup of such liquids.

The Spill Plan shall include all applicable elements of a Spill Prevention Control and Countermeasures (SPCC) Plan as required for petroleum storage and usage on the property.

Submit a Spill Report including detailed spill remedy documentation to the designated DFD Consultant Representative immediately after the occurrence of such spill.

PART 2 - MATERIALS

Not Used

PART 3 - EXECUTION

GENERAL

The CONTRACTOR shall ensure that all tanks, drums, or other containers holding hazardous materials used onsite and/or designated for off-site disposition are staged on-site such that any spill would be confined/contained before it can reach the surrounding environment.

The CONTRACTOR shall follow appropriate federal, state, and local regulations applicable and/or relevant to spill control.

The CONTRACTOR shall immediately report all regulated and hazardous materials spills to the required designees, including the DFD Consultant Representative.

The CONTRACTOR shall be responsible for the timely cleanup of all regulated and hazardous materials spills and affected media, including the provision of all labor, equipment, and materials necessary for the

1 cleanup. All activities associated with reporting and cleanup of material spills shall be performed by the
2 CONTRACTOR at no additional expense to the STATE. Cleanup of affected areas shall be subject to
3 approval by DFD Consultant Representative.
4
5 The CONTRACTOR shall submit a Spill Report to the STATE for review and approval by the DFD
6 Consultant Representative completion of cleanup measures.
7
8 Any further actions pertaining to spills or affected media as a result of CONTRACTOR activities shall be the
9 responsibility of the CONTRACTOR.
10
11 **END OF SECTION**

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