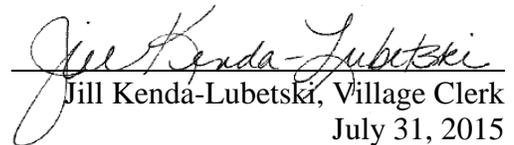


**FINANCE AND PUBLIC WORKS COMMITTEE**  
**Wednesday, August 5, 2015**  
**Earl McGovern Board Room, 6:30 P.M**



**PLEASE TAKE NOTICE** that a regular meeting will be held before the Finance and Public Works Committee in the **Earl McGovern Board Room**, at the Village Hall, of the Village of Brown Deer, 4800 West Green Brook Drive, Brown Deer, Wisconsin at the above noted time and date, at which the following items of business will be discussed and possibly acted upon:

- I. Roll Call
- II. Persons Desiring to be Heard
- III. Consideration of Minutes: April 8, 2015 – Regular Meeting
- IV. Report of Staff/Committee Members
- V. Unfinished Business
- VI. New Business
  - A) 2015 Sanitary Sewer Re-Lining Project – Bid Results
  - B) W Fairy Chasm Road Design & Engineering Services
  - C) Park Plaza Court Engineering Services
  - D) June 2015 Financial Reports
  - E) Consideration of July 2015 Vouchers
- VII. Adjournment

  
Jill Kenda-Lubetski, Village Clerk  
July 31, 2015

**PERSONS REQUIRING SPECIAL ACCOMMODATIONS FOR ATTENDANCE  
AT THE MEETING SHOULD CONTACT THE VILLAGE CLERK AT LEAST  
ONE BUSINESS DAY PRIOR TO THE MEETING.**

**BROWN DEER FINANCE AND PUBLIC WORKS COMMITTEE  
APRIL 8, 2015 REGULAR MEETING MINUTES  
HELD AT THE BROWN DEER VILLAGE HALL  
4800 WEST GREEN BROOK DRIVE**

The meeting was called to order by Trustee Oates at 6:30 P.M.

**I. ROLL CALL**

Present: Trustees: Oates, Boschert and Awe (6:40p); Citizen Members: Ray Erbe, Galyn Bennett and Tom Lieven

Also Present: Susan Hudson, Treasurer/Comptroller, Michael Hall, Village Manager, Matthew Maederer, PE, Director of Public Works/Engineering, Chad Hoier, Park & Rec Director

Excused: Trustee Awe

**II. PERSONS DESIRING TO BE HEARD**

None.

**III. CONSIDERATION OF MINUTES: March 4, 2015 – Regular Meeting**

*It was moved by Trustee Boschert and seconded by Galyn Bennett to approve the minutes of the March 4, 2015 meeting. The motion carried unanimously.*

**IV. REPORT OF STAFF/COMMITTEE MEMBERS**

Michael Hall, Village Manager, reported that the Village is working on updating personnel manual, polices, job description and looking at pay analyst of North Shore communities. Susan Hudson, Treasurer/Comptroller, also working with Village Manager on personnel manual, polices, job description and wage analyst. Matthew Maederer, PE, Director of Public Works/Engineering stated that road construction season has started with road construction, water main replacement (sewer laterals being replaced first). Village mechanic has been de-winterizing equipment for summer season. Chad Hoier, Park & Rec Director reported that the Community Center has been rented out almost every weekend through the end of June. Staff is getting the parks ready for summer and summer program registration will be mailed out soon.

**V. UNFINISHED BUSINESS**

None.

**VI. NEW BUSINESS**

**A) Replacement of Fairy Chasm Park Play Structure**

Staff approached this project looking for the play equipment to fit the needs of Village Park and the community's families and users of the park for the next twenty to twenty-five years. The company's that submitted proposals were directly contacted by the Department and selected based on their affiliation with WPRA (Wisconsin Park and Recreation Association) and the NRPA (National Park and Recreation Association). Staff is recommending the design provided by Miller & Associates, design number 30-84841-2 for the purchasing and installation of play equipment and appropriate number of cubic yards needed of surface material, delivered and installed. There is a cost savings to this project with the support from DPW includes, removal and disposal of existing equipment, excavation of area 12" deep and the removal and disposal of excavated spoils. Playground equipment will be installed by June 1<sup>st</sup>.

*It was moved by Trustee Boschert and seconded by Galyn Bennett to recommend that the Village Board approve the purchase of playground equipment design 30-84841-2 through Miller & Associates not to exceed \$42,681. The motion carried unanimously.*

#### **B) Storm water Education & Information Program – Sweet Water**

Participation in the outreach education program as developed by Sweet Water for a fee of \$498.90. Village staff will work with Sweet Water on attending local events. Interest and planning has already started for this year's Arbor Day, National Night Out, 4<sup>th</sup> of July and Community Vibes. Sweet Water has expressed interest in having a presence at well attended events where information on rain-gardens and other green infrastructure can be presented and distributed.

*It was moved by Tom Lieven and seconded by Trustee Boschert to recommend that the Village Board participate in the outreach education program developed by Sweet Water for a fee not to exceed cost of \$498.90. The motion carried unanimously.*

#### **C) 2014 Dye Testing Study (PPI/I Program) Report**

Information only – Last fall 2014 the first phase of the dye testing study project was completed in the southwest quadrant for the Village. The goal was to better determine the sanitary sewer lateral inflow/infiltration source.

*Informational only – no action was taken on this item*

#### **D) PPI/I Program Funding Agreement & Approval for Project No 3 (2015 Dye Testing Study)**

DPW is recommending moving forward with another phase of dye testing within roadside ditches for the purposed of identifying sanitary sewer lateral infiltration/inflow (I/I). The dye testing study area proposed will maximize the available MMSD funding allocated for investigative work. All future monies will be spent on construction within each of the studied basins.

*It was moved by Trustee Boshert and seconded by Ray Erbe to recommend that the Village Board approve the PPI/I Project No. 3 (2015 Dye Study) not to exceed cost of \$86,750. The motion carried unanimously.*

#### **E) Memorandum of Understanding (MOU) w/Milwaukee County for work within County R/W (N Sherman Blvd/CTH G & W Bradley Road)**

The County has approved the work and issued a no-fee permit for the work. The Village holds the contract for the work with the contractor (Vinton Construction Company). The County will reimburse the Village as per the fee schedule within the MOU.

*It was moved by Trustee Boshert and seconded by Tom Lieven to recommend that the Village Board approve the MOU with Milwaukee County. The motion carried unanimously.*

#### **F) February 2015 Financial Reports**

*No action was taken on this item.*

#### **G) Consideration of March 2015 Vouchers**

*It was moved by Trustee Boschert and seconded by Galyn Bennett to recommend that the Village Board approve the vouchers from February 27, 2015 to March 23, 2015 in the amount of \$550,726.86. The motion carried unanimously.*

**VII. ADJOURNMENT**

*It was moved by Tom Lieven and seconded by Galyn Bennett to adjourn at 7:55 p.m. The motion carried unanimously.*



---

Susan L Hudson, Treasurer/Comptroller



# REQUEST FOR CONSIDERATION

<b>COMMITTEE:</b>	Finance & Public Works, Village Board								
<b>ITEM DESCRIPTION:</b>	2015 Sanitary Sewer Re-Lining Project – Bid Results								
<b>PREPARED BY:</b>	Matthew S. Maederer, PE, Director of Public Works/Village Engineer								
<b>REPORT DATE:</b>	July 30, 2015								
<b>MANAGER'S REVIEW/COMMENTS:</b>									
<input type="checkbox"/> No additional comments to this report. <input type="checkbox"/> See additional comments attached.									
<b>RECOMMENDATION:</b>	Approval of the contract award to Terra Engineering & Construction Corporation for the 2015 Sanitary Sewer Re-Lining Project								
<b>EXPLANATION:</b>									
<p>Several defective sanitary sewer pipelines (see exhibits included within the project manual) are scheduled for rehabilitation. The rehab method chosen is cured in-place pipe (CIPP) lining which is a trenchless technology with a 50-year design life. Sanitary sewer pipeline rehabilitation is required under the Village's CMAR/CMOM plans and also crucial to help avoid sanitary sewer overflows (SSOs) and basement back-ups.</p> <p>The DPW received three (3) bids for the work which were publicly opened at 10:00am on Thursday, July 30<sup>th</sup>, 2015 for the 2015 Sanitary Sewer Re-Lining Project. The results are as follows:</p>									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Bidder</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Terra Engineering &amp; Construction Corporation</td> <td>\$220,485.00*</td> </tr> <tr> <td>Michels Pipe Services (a div. of Michels Corp)</td> <td>\$231,570.00</td> </tr> <tr> <td>Visu-Sewer, Inc.</td> <td>\$258,960.50</td> </tr> </tbody> </table>		Bidder	Total	Terra Engineering & Construction Corporation	\$220,485.00*	Michels Pipe Services (a div. of Michels Corp)	\$231,570.00	Visu-Sewer, Inc.	\$258,960.50
Bidder	Total								
Terra Engineering & Construction Corporation	\$220,485.00*								
Michels Pipe Services (a div. of Michels Corp)	\$231,570.00								
Visu-Sewer, Inc.	\$258,960.50								
*Low-Bid									
<b>FUNDING:</b>									
<p>The project was included in the CIP under "Inflow/Infiltration Control" with a budget of \$275,000 (\$150,000 of user fees and \$125,000 debt). The project will be paid for out of Account No. 630.000.36.5.90.10 (Inflow/Infiltration Control).</p>									
<i>Summary:</i>									
Low Bid: \$220,485.00									
<u>Budget: \$275,000.00</u>									
Balance: \$54,515.00**									

\*\*The balance will be used for contingency. Funding available after project close-out will be used for testing & sealing work.

**Attachments:**

- Bid Tabulation
- CIP Funding
- Project Manual w/ Attachments & Exhibits



## BID TABULATION

<b>PROJECT:</b> 2015 Sanitary Sewer Re-Lining Village of Brown Deer Milwaukee County, WI			Terra Engineering & Construction Corporation		Michels Pipe Services a div. of Michels Corp.		Visu-Sewer, Inc.			
<b>BID DEADLINE:</b> July 30th, 2015 at 10:00am										
DESCRIPTION			UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	BASE BID									
1	Traffic Control & Protection		LS	1	\$5,000.00	\$5,000.00	\$ 3,225.00	\$3,225.00	\$ 100.00	\$100.00
2	Sanitary Sewer Lining - 8-inch VCP		LF	8,840	\$20.50	\$181,220.00	\$ 20.50	\$181,220.00	\$ 23.55	\$208,182.00
3	Sanitary Sewer Lining - 12-inch VCP		LF	195	\$45.00	\$8,775.00	\$ 41.00	\$7,995.00	\$ 42.30	\$8,248.50
4	Bypass Pumping		LS	1	\$500.00	\$500.00	\$ 1,696.00	\$1,696.00	\$ 100.00	\$100.00
5	Test & Seal Lateral Connections		EA	102	\$245.00	\$24,990.00	\$ 367.00	\$37,434.00	\$ 415.00	\$42,330.00
Total Base Bid Amount for Items 1 thru 5						\$220,485.00		\$231,570.00		\$258,960.50
Addendum Acknowledged (Yes/No)						N/A		N/A		N/A
Bid Security/Type						Bond/5% of Bid Amount		Bond/5% of Bid Amount		Bond/5% of Bid Amount
Apparent Low Bid						\$220,485.00				

Project Description	Project Number	2015 Total Project Cost	User Fees	Grants & Aids	Fund Balance	Debt
<b>Sewer Projects</b>		<b>\$275,000</b>	<b>\$150,000</b>			
Inflow/Infiltration Control	SAN/15/01	<del>\$325,000</del>	<del>\$200,000</del>			\$125,000
Coordinated Projects (Lateral Relay)	SAN/15/02	\$150,000				\$150,000
Priv. Prop. Lateral Sealing	SAN/15/03	\$100,000		\$100,000		
Generator	SAN/15/04	\$40,000			\$10,000	\$30,000
<b>Sewer Total</b>		\$615,000	\$200,000	\$100,000	\$10,000	\$305,000
<b>StormWater Projects</b>						
Ditch Rehabilitation Program	STM/15/01	\$190,000	\$190,000			
Coordinated projects	STM/15/02	\$50,000				\$50,000
Bradley Road Median/Roadscape	STM/15/03	\$1,298,000		\$298,000		\$1,000,000
Bradley Road /50th Channel Naturalization	STM/15/04	\$550,000		\$150,000		\$400,000
Brooklane Basin (Dean Rd to 47th)	STM/15/05	\$25,000				\$25,000
Churchill Basin Naturalization (47th to 51st)	STM/15/06	\$25,000				\$25,000
<b>StormWater Total</b>		\$2,138,000	\$190,000	\$448,000	\$0	\$1,500,000
<b>Water Projects</b>						
All Shop Tools/Equipment	WAT-001	\$4,000	\$4,000			
SCADA	WAT-002	\$4,000	\$4,000			
Main Relays	WAT-004	\$450,000			\$300,000	\$150,000
Coordinated projects	WAT-016	\$0				
Booster disinfection	WAT-005	\$5,000	\$5,000			
Water Meter Reading System Replacement	WAT-011	\$1,500	\$1,500			
Computers	WAT-012	\$2,500	\$2,500			
Dump truck	WAT-013	\$3,000	\$3,000			
Backhoe	WAT-014	\$5,000	\$5,000			
Hydrants, Valve Services	WAT-015	\$30,000			\$30,000	
<b>Water Total</b>		\$505,000	\$25,000	\$0	\$330,000	\$150,000



**PROJECT MANUAL**  
**(SPECIFICATIONS, BIDDING AND CONTRACT DOCUMENTS)**

**2015 SANITARY SEWER RE-LINING**

**VILLAGE OF BROWN DEER**  
**MILWAUKEE COUNTY, WISCONSIN**

PROJECT NUMBER: 1150400

DATE: JULY 2015

**R.A. Smith National**  
*Beyond Surveying  
and Engineering*

## QUESTIONS ABOUT THIS PROJECT?

**PLEASE CONTACT:**

**Chris Stamborski, P.E.  
Project Manager**

**PHONE: 262-317-3337**

**EMAIL: [chris.stamborski@rasmithnational.com](mailto:chris.stamborski@rasmithnational.com)**

**R.A. Smith National**

*Beyond Surveying  
and Engineering*

PROJECT NO. 1150400

**SECTION 00010**

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VILLAGE OF BROWN DEER  
MILWAUKEE COUNTY, WISCONSIN**

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NOTICE OF FINAL ACCEPTANCE AND CORRECTION PERIOD

CONTRACTOR’S APPLICATION FOR PAYMENT FORM

WORK AREA EXHIBITS

**SECTION 00030**

**ADVERTISEMENT FOR BIDS**

**2015 SANITARY SEWER RE-LINING  
VILLAGE OF BROWN DEER  
MILWAUKEE COUNTY, WISCONSIN**

The VILLAGE OF BROWN DEER will accept sealed bids for the 2015 SANITARY SEWER RE-LINING until **10:00 A.M., Thursday, JULY 30, 2015** at the office of the Village Clerk, VILLAGE OF BROWN DEER, 4800 W. Green Brook Drive, Brown Deer, WI 53223. At that time, Village officials will publicly open and read aloud the bids. Normal office hours are 8:00 am to 4:30 pm Monday through Friday.

CONTRACT DOCUMENTS are on file and open for inspection during normal business hours at the following locations: R.A. Smith National, Inc. at 16745 West Bluemound Road, Suite 200, Brookfield, WI 53005 and the VILLAGE OF BROWN DEER, Department of Public Works Office, 8717 N. 43rd Street, Brown Deer, WI 53209. Normal business hours are 7:00 am to 4:30 pm Monday through Friday.

CONTRACT DOCUMENTS may be obtained **ONLY** from QuestCDN. Access the QuestCDN ftp site at [www.rasmithnational.com/Questcdn/bids.htm](http://www.rasmithnational.com/Questcdn/bids.htm) to view and download bid information and documents after **JULY 16, 2015**, for a **non-refundable fee of \$30.00**. Input QuestCDN eBidDoc No. 4005356 on the website's Project Search page. No password is required. Contact QuestCDN.com at (952) 233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in downloading and working with the digital documents.

Approximate quantities are as follows:

Traffic Control and Protection – 1 LUMP SUM  
Sanitary Sewer Lining, 8-inch VCP – 7,600 LF  
Sanitary Sewer Lining, 12-inch VCP – 160 LF  
Bypass Pumping – 1 LUMP SUM  
Test and Seal Lateral Connections – 90 EACH

This is a unit price contract. The estimated quantities as indicated above and on the Bid Schedule are inserted only for the purpose of determining the low BIDDER.

The Contract letting shall be subject to the provisions of Sections 61.54, 66.0901, and 66.0903 of the Wisconsin Statutes. Contractors shall be required to pay not less than the prevailing wage rates on the Project as established by the Wisconsin Department of Commerce, Workforce Development Division. Copies of the wage rate schedules will be incorporated within the Contract Documents.

All BIDDERS must file a "BIDDERS Qualification Statement," with the Village Engineer on or before 4:00 pm on Thursday, **JULY 23, 2015**. BIDDERS who have already submitted this document earlier this calendar year do not need to submit another copy. Pre-qualification questionnaire forms are

available on-line at [www.browndeerwi.org](http://www.browndeerwi.org) under Village Services/Community Services/Engineering or bound in the Project Manual. Submit completed forms to Matthew Maederer, Director of Public Works/Village Engineer, at [mmaederer@browndeerwi.org](mailto:mmaederer@browndeerwi.org) or fax at (414)-371-3045. Completed qualification questionnaire forms will be properly evaluated and prospective Bidders will be notified before the bid opening only when they are deemed as unqualified. Proposals will be accepted only from qualified Bidders.

Bids shall be submitted on the bid form provided and all blanks must be filled in for the bid to be accepted. No bid may be withdrawn for a period of 60 days from the date of the bid opening. Failure to list subcontractors or suppliers may be cause for rejection of the Bid.

Bids shall be accompanied by Bid Security in the form of a Bid Bond, certified check, or cashier's check made payable to the OWNER in an amount of 5 percent of the BIDDER's maximum Bid price. If the successful BIDDER fails to execute the contract and furnish the required bonds within 15 days after the Award, the Bid Security shall be forfeited to OWNER as liquidated damages.

The OWNER has the right to reject any and/or all bids received, to waive any minor defects or irregularities that may be found in the bids, and to accept the bid that is in the best interest of the OWNER, subject to the provisions of Sections 62.15 and 66.0901 of the Wisconsin Statutes.

BIDDER awarded a contract for the work shall be required to furnish a Performance Bond and a Payment Bond in the full amount of the contract price.

This advertisement is published by authority of the VILLAGE OF BROWN DEER, **JULY 16, 2015** and **JULY 23, 2015**.

END OF SECTION

**SECTION 00040**

**BIDDER'S PREQUALIFICATION STATEMENT – CONFIDENTIAL**

\_\_\_\_\_, 20\_\_\_\_

TO: Village of Brown Deer, WI  
4800 W. Green Brook Drive  
Brown Deer, WI 53223

RE: Submission of Prequalification Form for the Year 20\_\_\_\_

To Whom It May Concern:

Submitted herewith please find our statement for your consideration in determining whether our firm is qualified and capable to bid, perform and/or furnish the necessary labor, materials and skill on the basis of our work record, experience and equipment and staff, as required to enter upon and complete those various types of projects indicated below, as may be awarded by the Municipality during the current calendar year.

It is understood that the determination and decision of the Municipality with regard to qualifications will be final, and further, that the information herein will be considered confidential. A finding of “qualified” for one project does not bind the Municipality on other projects, and that the Municipality expressly reserves the right to review and reverse its findings on later projects.

Sincerely,

\_\_\_\_\_  
Officer  
\_\_\_\_\_  
Firm



2.) EXPERIENCE

A.) Please attach a tabulation of major contracts which the firm has completed during the past five (5) years, listing the year, class of work, contract amount, location and owner's name and address.

B.) Tabulation of construction experience of principal individuals in the firm:

Name	Present Position	Years of Experience	Class of Work

C.) Average number of employees employed during the past twelve (12) months:

Office \_\_\_\_ Skilled \_\_\_\_ Unskilled \_\_\_\_

3.) EQUIPMENT

A.) Please attach a list of major pieces of equipment the firm owns and has available for the proposed work, listing the piece of equipment and the number of such pieces, the size, capacity, condition and number of years of service.

4.) CONTRACTURAL RESPONSIBILITY

A.) Has the firm in the past ten (10) years failed to complete a construction project on time that had been awarded to it? Yes \_\_\_\_ No \_\_\_\_

If yes, state:

1.) Date: \_\_\_\_\_ 2.) Owner: \_\_\_\_\_

3.) Owner's mailing address: \_\_\_\_\_

4.) Please attach a full explanation for each occurrence.

B.) Has any officer or partner of the firm in the past ten (10) years failed to complete a construction contract on time issued in his/her own name? Yes \_\_\_\_ No \_\_\_\_

If yes, state:

1.) Date: \_\_\_\_\_

2.) Name of officer or partner: \_\_\_\_\_

3.) Name of owner: \_\_\_\_\_

4.) Owner's mailing address: \_\_\_\_\_

5.) Please attach a full explanation for each occurrence.

C.) Has any officer or partner of the firm in the past ten (10) years been an officer or partner of a different organization that failed to complete a construction contract on time?

Yes \_\_\_ No \_\_\_

If yes, state:

1.) Date: \_\_\_\_\_

2.) Name of officer or partner: \_\_\_\_\_

3.) Name of organization: \_\_\_\_\_

4.) Name of owner: \_\_\_\_\_

5.) Owner's mailing address: \_\_\_\_\_

6.) Please attach a full explanation for each occurrence.

D.) Has the firm in the past ten (10) years asked to be released from a bid submitted to a public awarding authority? Yes \_\_\_ No \_\_\_

If yes, state:

1.) Date: \_\_\_\_\_ 2.) Owner: \_\_\_\_\_

3.) Owner's mailing address: \_\_\_\_\_

4.) Please attach a full explanation for each occurrence.

E.) Has the firm been charged with or convicted of a violation of any wage schedule?  
Yes \_\_\_ No \_\_\_

If yes, state:

1.) Date: \_\_\_\_\_ 2.) Claimant: \_\_\_\_\_

3.) Claimant's mailing address: \_\_\_\_\_

4.) Please attach a full explanation for each occurrence.

5. BONDING RESPONSIBILITY

A.) List the names and addresses of bonding companies which usually execute the firm's bid and surety bonds: \_\_\_\_\_  
\_\_\_\_\_

B.) List the names and addresses of bonding companies other than those listed above which have executed the firm's bid and surety bonds: \_\_\_\_\_  
\_\_\_\_\_

C.) Has any bonding company taken over a contract, or made any payments, due to the firm's failure to complete a contract? Yes\_\_\_\_ No\_\_\_\_

If yes, state:

1.) Date:\_\_\_\_\_ 2.) Name of bonding company:\_\_\_\_\_

3.) Company's mailing address:\_\_\_\_\_

4.) Please attach a full explanation for each occurrence.

6.) CONTRACTOR'S FINANCIAL STATEMENT

A.) Itemize and attach the firm's current assets as of the latest balance sheet.

B.) Itemize and attach the firm's current liabilities as of the latest balance sheet.

C.) Who prepared the balance sheet?\_\_\_\_\_

D.) Are any of the firm's assets assigned? Yes\_\_\_\_ No\_\_\_\_

If yes, which are assigned and for what purpose?\_\_\_\_\_

7. DATA

A.) Are you familiar with the provisions of the contract form used by this Municipality?  
Yes\_\_\_\_ No\_\_\_\_

B.) Are you familiar with its terms and conditions? Yes\_\_\_\_ No\_\_\_\_

C.) Are you familiar with its specifications? Yes\_\_\_\_ No\_\_\_\_

D.) Are you familiar with the regulations of this Municipality relating to bidding and award of contracts? Yes\_\_\_\_ No\_\_\_\_

END OF SECTION

## SECTION 00100

### INSTRUCTIONS TO BIDDERS

#### 1. DEFINED TERMS

The terms used in these Instructions to BIDDERS have the meanings assigned to them in the General Conditions. The term "OWNER" is defined as the VILLAGE OF BROWN DEER. The term "BIDDER" is defined as one who submits a Bid to the OWNER. The term "Successful BIDDER" is defined as the lowest qualified, responsible, and responsive BIDDER, to whom the OWNER awards the Contract. The term "Bidding Documents" includes the Advertisement for Bid, Instructions to BIDDERS, the Bid Form, and the proposed Contract Documents.

#### 2. COPIES OF THE BIDDING DOCUMENTS

Complete sets of the Bidding Documents may be obtained as stated in the Advertisement for Bids.

A complete set of Bidding Documents must be used in preparing Bids; neither the OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

The OWNER and ENGINEER, in making copies of Bidding Documents available on the above terms, are to do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

#### 3. QUALIFICATION STATEMENT

The OWNER may require each BIDDER to show, on an annual basis or with a specific project, satisfactory evidence:

- a) That he/she has been regularly engaged in the business of constructing the Work described in the Contract Documents;
- b) That he/she is qualified and competent to perform the Work described in the Contract Documents;
- c) That he/she is fully prepared with the necessary capital to commence the Work or furnish the material, without delay, after the date of award of the Contract to him/her; and
- d) That he/she is prepared to complete the Work within the time specified in the Contract Documents and in accordance with the Agreement.

No later than 7 days prior to the Bid opening, BIDDERS shall fulfill the above requirement by submitting a BIDDER's Qualification Statement on the form provided in these Contract

Documents. BIDDERS who have already submitted this document earlier this calendar year do not need to submit another copy.

#### **4. EXAMINATION OF SITE, CONTRACT DOCUMENTS**

The BIDDER is required to examine carefully the work site and the complete Contract Documents for the work contemplated. The BIDDER will be fully responsible for fully informing himself as to the quality and quantity of materials and work, and shall further investigate the location and make a careful examination of the sources of materials. It is mutually agreed that submission of a Proposal shall be conclusive evidence that the BIDDER has made such examination and is satisfied as to all conditions and contingencies. No additional amount above the Bid and/or Contract Price shall be allowed because of an error on the part of the Contractor.

The BIDDER is expected to base the bid on materials, labor and equipment complying fully with the Contract Documents, and in the event the BIDDER names or includes in his bid materials, labor or equipment which does not conform, they will, if awarded a contract, be responsible for furnishing materials, labor and equipment which fully conforms at no change in the contract price.

Before submitting a Bid, each BIDDER must:

- a) examine the Contract Documents thoroughly;
- b) visit the site to become familiar with local conditions that may in any manner affect cost, progress or performance of the Work;
- c) be familiar with federal, state, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work;
- d) study and carefully correlate BIDDER's observations with Contract Documents; and
- e) promptly notify the OWNER of all conflicts, errors, ambiguities or discrepancies which BIDDER has discovered in or between the Contract Documents and such other related documents. After the submission of the Bid, the OWNER will not entertain any complaint or claim of misunderstanding with regard to the schedule of quantities or to the nature of the Work to be done.

#### **5. BID SECURITY**

Each BID must be accompanied by a BID bond payable to the OWNER for five (5) percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the bonds of all except the three lowest responsible BIDDERS. When the Agreement is executed, the bonds of the two remaining unsuccessful BIDDERS will be retained until the payment bond and performance bond of the Successful BIDDER have been executed and approved, after which they will be returned. A certified check may be used in lieu of a BID bond. If the successful BIDDER fails to complete the above within 15 calendar days of the Notice of Award, the OWNER may annul the Notice of Award and the Bid Security will be forfeited.

## **6. SUBSTITUTE MATERIAL AND EQUIPMENT**

The Contract, if awarded, will be on the basis of material and equipment described in the Exhibits or specified in the specifications. Whenever it is indicated in the Exhibits or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by Contractor if acceptable to the OWNER, application for such acceptance will be considered by the OWNER. The procedure for submittal of any such application by Contractor and consideration by the OWNER is set forth in the General Conditions.

## **7. BID SIGNATURE**

BIDDERS must state in their Bids their full name and business address. If an incorporated company, BIDDERS must list the name of the state which has incorporated the company under its laws. The State of Wisconsin must have licensed this company to do business, prior to award of this Contract for the work described in the Contract Documents. The party properly authorized to submit the Bid must sign it.

If a BIDDER does not sign this Bid, the signee must attach a Power of Attorney, evidencing the authority to sign the Bid in the name of the person for whom he has signed it.

The signee of a Bid for a corporation shall indicate the correct corporate name thereof and shall include the signature of the president or other authorized officer of the corporation, manually written below the corporate name following the word "By           (name, title)          ". If the signee of such a Bid is other than the President or Vice-President of the corporation, this signee shall attach a certified copy of a resolution of the Board of Directors, evidencing the authority of such official to sign the Bid. Such Bid should also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal.

For Bids of a partnership, all of the partners, or an attorney-in-fact, shall sign the Bid. If signed by an attorney-in-fact, he should attach to the Bid a Power of Attorney, executed by the partners, evidencing authority to sign the Bid.

## **8. BID FORM AND SUBMITTAL**

Each BIDDER must seal his/her Bid in an envelope, upon which he/she shall plainly state the title of the Work for which the Bid is submitted and the name and address of the BIDDER. Along with the Bid, the BIDDER must submit the cash deposit, bid bond, or certified check, Material Supplier and subcontractor List, and the BIDDER's Qualification Statement. The BIDDER should deliver or mail the Bid to the OWNER such that it arrives at or before the time specified in the Advertisement for Bids.

The OWNER will only consider Bids, which are made out on the regular form, supplied with this document and which include a quotation for all required Bid items. When the OWNER does not require quotations on all items in the schedule or quantities, BIDDERS should insert the words "No Bid" in the appropriate space provided. The OWNER will reject unbalanced bids. BIDDER shall specify a unit price and a total price for each of the separate items listed

in the Bid and, where required, for the total sum for which he/she will perform all of the Work or furnish all of the material specified. All writing shall be done in ink. The OWNER, at its discretion, will compare Bids, in whole or in part, on a unit basis.

Bidding shall be as set forth in the Bid Form. Each Bid Item shall include all of the Contractor's costs, such as transportation, insurance, bonds, delays, labor, machinery, tools, and all materials necessary with the requirements of these Specifications.

Each BIDDER must state in his/her Bid, the BIDDER's full name and business address. If an incorporated company, he must list the State, which incorporated his company under its law. The State of Wisconsin must license such a company to do business, prior to award of the Contract by the OWNER.

The schedule of quantities of the Work, while the result of careful calculation, is approximate. BIDDERS shall assume them to be reasonably accurate, and shall use them in calculating the relative amounts of the Bid, but they are not the basis for final payment. Each BIDDER shall make his/her own estimate of the quantities and shall calculate his/her unit prices accordingly. The OWNER shall make payment for Work performed or material furnished, according to the field measurements or to the actual count on a unit price basis, using the Unit Prices indicated in the Bid of the Successful BIDDER. The Successful BIDDER agrees to accept such amount in full payment for the Work performed or material furnished.

The BIDDER declares:

- 1) that he/she will perform all of the Work at their own proper cost and expense;
- 2) that he/she will furnish all necessary material, labor, tools, machinery, apparatus, and other means of construction in the manner provided and at the time specified in the Contract Documents, of which his/her Bid will become a part, if and when accepted;
- 3) that only the persons, firm, or corporation herein named have an interest in this Bid; and
- 4) that he/she submits this Bid without collusion with any person(s) or corporation(s).

## **9. REJECTION OF BIDS**

The OWNER reserves the right to reject:

- a) any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful BIDDER, and the right to disregard all nonconforming, nonresponsive or conditional Bids, when it is in the best interest of the OWNER;
- b) the Bid of a BIDDER who has previously failed to perform properly or complete on time, in Contracts of a similar nature; and
- c) the Bid of a BIDDER who is not, in the opinion of the OWNER, in a position to perform the Work as specified.

d) the Bid of any BIDDER who does not pass any evaluation to OWNER's satisfaction.

## **10. OPENING OF BIDS**

When Bids are opened publicly, they will be read aloud, and an abstract of the amounts of the base Bids will be made available after the opening of Bids.

## **11. BIDS TO REMAIN OPEN**

All Bids shall remain open for the time period specified in the Advertisement for Bids. The OWNER may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

## **12. AWARD**

The OWNER shall award the Contract to the lowest, most responsible and responsive BIDDER, usually at the first regular Board meeting following the Bid Opening. The OWNER shall mail or deliver a Notice of Award to the Successful BIDDER after this meeting. If low Bids are tied, the OWNER will select the Successful BIDDER.

Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated use of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Bids, the OWNER shall consider the qualifications of the BIDDERS, whether or not the Bids comply with the prescribed requirements, and alternates and options and unit prices if requested in the Bid Form. The OWNER reserves the right to award the Contract to the lowest combination of Total Base Bid and any selected Alternate Bids, if applicable.

The OWNER may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of materials or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted in Section 00430 of the Specifications within 48 hours after the bid opening. Operating costs, maintenance considerations, performance data, and guarantees of materials and equipment may also be considered by the OWNER.

The OWNER may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the BIDDERS, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to the OWNER's satisfaction within the prescribed time.

The OWNER will require the Successful BIDDER to execute and deliver three copies of the Agreement, to which an approved surety or sureties shall, in accordance with the law, become bound to perform or to secure the performance of the Agreement for sums equal to

the Agreement prices. The copies of this Agreement will be in the form attached hereto and the successful BIDDER shall deliver them to the OWNER, within 15 calendar days from the date of a notice that the OWNER has awarded the Contract. In case of failure to perform the above, the OWNER will consider this Successful BIDDER to have abandoned his/her Bid, and to be in default to the OWNER, in the full amount of the Bid Bond. It is distinctly understood and agreed by the BIDDER that the Bid Bond accompanying the Bid represents the liquidated damages which the OWNER will suffer by reason of the BIDDER's default in properly executing the Agreement and by the need to furnish sureties after the OWNER has awarded the Contract.

**13. TIME OF COMPLETION**

The successful BIDDER must complete the entire Work, to the OWNER's satisfaction by the date specified in the Contract Documents.

**14. LIQUIDATED DAMAGES**

The liquidated damages for not completing the Work within the time specified shall be as set forth in the Agreement.

**15. INTERPRETATION OF DOCUMENTS**

All questions about the meaning or intent of the Contract Documents shall be submitted to the OWNER in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the OWNER as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. However, BIDDERS wishing to discuss any aspect of this Work are requested to contact Chris M. Stamborski, P.E., Project Manager, R.A. Smith National, Inc. at (262) 781-1000.

All Bids submitted shall include an acknowledgment of receipt of the Addenda.

**16. WITHDRAWAL OF BIDS**

A BIDDER may withdraw his/her Bid at any time prior to the scheduled time for receipt of Bids.

Unless a longer or shorter time period is stated in the Advertisement for Bids, no Bid may be withdrawn for 60 days after the date of the Bid opening.

Bids received late will not be opened and will be returned to the submitter, at the discretion of the OWNER.

## 17. BONDS

A certified check or bank check, payable to the OWNER, or a satisfactory Bid Bond issued by a Surety lawfully authorized to do business in the State of Wisconsin, executed by the BIDDER and a licensed surety company in an amount not less than five (5) percent of the maximum Bid, shall accompany each Bid. This Bid Bond will serve as guarantee that if the OWNER accepts the Bid, the BIDDER will execute and file the proposed Agreement and Bonds within fifteen (15) calendar days of the Notice of Award of the Contract. The OWNER will consider no Bid, unless otherwise noted, unless it is accompanied by a Bid guarantee. The Bid Bond shall be made payable to the OWNER.

The OWNER will return the Bid deposit of all except the three lowest BIDDERS after the bid prices have been compared. The OWNER will return the Bid deposit of the other two unsuccessful BIDDERS after the payment bond and performance bonds of the lowest BIDDER has been executed.

## 18. WAGE RATES

This project may be subject to prevailing wage rate determination issued by the State of Wisconsin Department of Workforce Development (DWD). See Prevailing Wage Rate determination included with these documents. If required, awarded contractor(s) shall:

- A) Provide the DWD certified payroll records monthly through the DWD's website at [http://dwd.wisconsin.gov/er/prevailing\\_wage\\_rate/default.htm](http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm) (Contact DWD to verify proper website address).
- B) Upon completion of the project, each prime contractor shall certify compliance on the form incorporated in Section 00820 of these documents to the OWNER.
- C) Awarded Contractor shall post the prevailing wage rate determination on the project site.

Contractors are hereby notified that if DWD finds that a contractor violated the prevailing wage rate law, DWD will assess liquidated damages of 100% of the wages owed to employees.

## 19. SALES TAX

BIDDERS shall include in their Bid, all applicable taxes, including, but not limited to, Federal Tax, State Tax, County Tax, and Local Taxes.

The unit prices or lump sum prices as submitted in the Bid Schedule shall be the total price for materials and/or services to be paid by the OWNER, including all applicable taxes.

It shall be the responsibility of the Contractor to contact the Department of Revenue to determine if there are any tax exemptions available, which would affect bidding.

## 20. CONTRACT PAYMENT ASSURANCES

The OWNER will comply with Wisconsin Act 237 (1997), effective June 17, 1998, which provides for changes in public works contract payment and performance bond requirements contained in Sec. 799.14, Stats. Specifically, the law does not require payment or performance bonds for contracts involving less than \$10,000.

For contracts greater than \$10,000, the law and the OWNER establishes performance and payment assurance requirements, as follows:

The prime Contractor(s) shall be required to pay all claims for labor and materials furnished to complete the Work;

The prime Contractor(s) on contracts of \$30,000 or more shall submit to OWNER a list of all subcontractors and suppliers performing labor or supplying materials under the Contract that individually have a total value of \$1,000 or more;

The OWNER reserves the right to make payments to subcontractors and suppliers or to pay the prime Contractor(s) with checks that are made payable jointly to the prime contractor(s) and to one or more subcontractor and/or suppliers. This provision does not apply to a Contract for construction, improvement, extension, repair, replacement, or removal of a transportation facility under Sec. 84.185(1)(d), Stats., a bikeway under Sec. 84.60(1)(a), Stats., a bridge, a parking lot or an airport facility, unless such work is incidental to the prime contract.

END OF SECTION

**SECTION 00210**  
**PREVAILING WAGE RATES**

State of Wisconsin Department of Workforce Development Equal Rights Division	<b>DEPARTMENTAL ORDER</b>
<b>ISSUE DATE:</b> 7/7/2015	
<b>PROJECT:</b>	
2015 SANITARY SEWER RE-LINING BROWN DEER VILLAGE, MILWAUKEE COUNTY, WI Determination No. 201502121 [Owner Project No. 1150400]	
<b>PROJECT OWNER:</b>	<b>REQUESTER:</b>
MATTHEW MAEDERER, DIRECTOR OF PUBLIC WORKS - VILLAGE ENGINEER VILLAGE OF BROWN DEER 8717 N. 43RD STREET BROWN DEER, WI 53209	KRISTEN BELAN, PROJECT ENGINEER RA SMITH NATIONAL 16745 W BLUEMOUND ROAD BROOKFIELD, WI 53005
<b>ADDITIONAL CONTACT:</b>	
CHRIS M STAMBORSKI, PROJECT ENGINEER R A SMITH NATIONAL INC 16745 W BLUEMOUND RD STE 200 BROOKFIELD, WI 53005	<b>NOTE:</b> The Requester must provide a copy of this Project Determination and enclosures to the Project Owner and Additional Contact.
<p>The department received an application for prevailing wage rate determination for the above-captioned project. The department conducted a survey to determine the prevailing wage rate for the trade(s) or occupation(s) needed to complete the project. The survey's findings appear in the attached project determination.</p> <p>If you believe that the wage rate for any trade or occupation does not accurately reflect the prevailing wage rate in the city, village or town where the project is located, you may ask the department to conduct an administrative review of such wage rate. You must submit this request in writing within 30 days from the date indicated above. Additionally, your request must include wage rate information from at least three similar projects in the city, village or town where the proposed project is located and on which some work has been performed by the contested trade(s) during the current survey period and was previously considered by the department in issuing the attached determination. See DWD 290.10 of the Wisconsin Administrative Code and either s. 66.0903(3)(br), Stats., or s. 103.49(3)(c), Stats., for a complete explanation of the administrative review process.</p> <p>Enclosures</p>	
<p>It is hereby ordered that the prevailing wage rates set forth in the attached project determination shall only be applicable to the above referenced project. This order is a <b>FINAL ORDER</b> of the department unless a timely request for an administrative review is filed with the department.</p> <p>ISSUED BY:</p> <p style="text-align: center;">           Equal Rights Division            Labor Standards Bureau            Construction Wage Standards Section            P.O. Box 8928, Madison, WI 53708-8928            (608)266-6861         </p> <p style="text-align: center;">           Web Site: <a href="http://dwd.wisconsin.gov/er/">http://dwd.wisconsin.gov/er/</a> </p>	

**PREVAILING WAGE RATE DETERMINATION**

Issued by the State of Wisconsin  
Department of Workforce Development  
Pursuant to s. 66.0903, Wis. Stats.  
Issued On: 7/7/2015

**DETERMINATION NUMBER:** 201502121

**EXPIRATION DATE:** Prime Contracts MUST Be Awarded or Negotiated On Or Before 1/3/2016. If NOT, You MUST Reapply.

**PROJECT NAME:** 2015 SANITARY SEWER RE-LINING  
PROJECT NO: 1150400

**PROJECT LOCATION:** BROWN DEER VILLAGE, MILWAUKEE COUNTY, WI

**CONTRACTING AGENCY:** VILLAGE OF BROWN DEER

<b>CLASSIFICATION:</b>	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: <a href="http://dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm">dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm</a> .
<b>OVERTIME:</b>	Time and one-half must be paid for all hours worked: <ul style="list-style-type: none"><li>- over 10 hours per day on prevailing wage projects</li><li>- over 40 hours per calendar week</li><li>- Saturday and Sunday</li><li>- 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;</li><li>- The day before if January 1, July 4 or December 25 falls on a Saturday;</li><li>- The day following if January 1, July 4 or December 25 falls on a Sunday.</li></ul> 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.
<b>FUTURE INCREASE:</b>	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.
<b>PREMIUM PAY:</b>	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.
<b>DOT PREMIUM:</b>	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.
<b>APPRENTICES:</b>	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.
<b>SUBJOURNEY:</b>	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 local governmental unit projects of public works and are set forth below pursuant to the requirements of s. 66.0903(8), Stats.**

**s. 66.0903 (1) (f) & 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. 66.0903 (10) RECORDS; INSPECTION; ENFORCEMENT.**

(a) Each contractor, subcontractor, or contractor's or subcontractor's agent performing work on a project of public works that is subject to this section shall keep full and accurate records clearly indicating the name and trade or occupation of every person performing the work described in sub. (4) and an accurate record of the number of hours worked by each of those persons and the actual wages paid for the hours worked.

**s. 66.0903 (11) LIABILITY AND PENALTIES.**

(a) 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 under subd. 2., 3., whichever is applicable.

2. If the department determines upon inspection under sub. (10) (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.

<b>BUILDING OR HEAVY CONSTRUCTION</b>
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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.

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**SKILLED TRADES**

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<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
101	Acoustic Ceiling Tile Installer Future Increase(s): Add \$1.50/hr on 6/1/2015; Add \$1.65/hr on 6/1/2016. 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.	34.13	20.61	54.74
102	Boilermaker Future Increase(s): Add \$1.50/hr. on 01/01/2016	33.35	28.24	61.59
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.35 on 06/01/2015; Add \$1.45 on 06/06/2016 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.	35.89	18.64	54.53
104	Cabinet Installer Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016.	32.72	16.00	48.72
105	Carpenter Future Increase(s): Add \$1.50/hr on 6/1/2015; Add \$1.65/hr on 6/1/2016. 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.	34.13	20.61	54.74
106	Carpet Layer or Soft Floor Coverer	33.68	19.98	53.66
107	Cement Finisher Future Increase(s): Add \$1.30 on 06/01/2015; Add \$1.40 on 06/06/2016	32.09	19.21	51.30
108	Drywall Taper or Finisher Future Increase(s): Add \$.90/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.05/hr eff. 06/01/2017	29.97	20.74	50.71

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
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.	33.93	22.77	56.70
110	Elevator Constructor	43.84	27.09	70.93
111	Fence Erector	23.73	19.09	42.82
112	Fire Sprinkler Fitter	39.10	19.94	59.04
113	Glazier Future Increase(s): Add \$.75/hr eff. 06/01/2015; Add \$.90/hr eff. 06/01/2016	34.19	18.50	52.69
114	Heat or Frost Insulator	33.43	25.81	59.24
115	Insulator (Batt or Blown) Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016.	32.72	16.00	48.72
116	Ironworker 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.	30.77	23.97	54.74
117	Lather	33.68	19.81	53.49
118	Line Constructor (Electrical)	37.43	18.19	55.62
119	Marble Finisher	20.00	0.52	20.52
120	Marble Mason	35.37	17.99	53.36
121	Metal Building Erector	22.05	8.08	30.13
122	Millwright	28.53	25.19	53.72
123	Overhead Door Installer	20.00	6.10	26.10
124	Painter Future Increase(s): Add \$.90/hr on 06/01/2015; Add \$1.00/hr on 06/01/2016; Add \$1.05/hr on 06/01/2017 Premium Increase(s): Add \$.20/hr for paperhanging; Add \$.35/hr for bridge, iron and drywall; Add \$.75/hr for spraying and sandblasting; Add \$.60/hr for EIFS work; Add \$1.00/hr for lead based paint removal.	29.62	20.74	50.36
125	Pavement Marking Operator	30.10	18.08	48.18

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
126	Piledriver Future Increase(s): Add \$1.50/hr on 6/1/2015; Add \$1.60/hr on 6/1/2016. Premium Increase(s): Add \$.65/hr for Piledriver Loftsmen; Add \$.75/hr for Sheet Piling Loftsmen. 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.	30.11	26.51	56.62
127	Pipeline Fuser or Welder (Gas or Utility)	31.88	20.89	52.77
129	Plasterer Premium Increase(s): Add \$.40/hr for swing stage work.	31.21	19.93	51.14
130	Plumber	38.37	19.55	57.92
132	Refrigeration Mechanic Future Increase(s): Add \$1.70 on 6/1/15	41.01	21.54	62.55
133	Rofer or Waterproofofer Future Increase(s): Add \$1.25/hr eff. 06/01/2015; Add \$1.25/hr eff. 06/01/2016	29.65	18.15	47.80
134	Sheet Metal Worker	36.94	20.22	57.16
135	Steamfitter	41.01	21.54	62.55
137	Teledata Technician or Installer Future Increase(s): Add \$.86/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.	25.63	17.25	42.88
138	Temperature Control Installer	39.76	21.09	60.85
139	Terrazzo Finisher	20.00	0.52	20.52
140	Terrazzo Mechanic	31.18	17.35	48.53
141	Tile Finisher Future Increase(s): Add \$.20/hr on 1/ 5/2015	24.24	17.54	41.78
142	Tile Setter	30.38	17.33	47.71
143	Tuckpointer, Caulker or Cleaner Future Increase(s): Add \$1.35on 06/01/2015; Add \$1.45 on 06/01/2016 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.	34.28	18.48	52.76

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
144	Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30
146	Well Driller or Pump Installer	25.32	15.65	40.97
147	Siding Installer	36.17	19.44	55.61
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	30.16	15.11	45.27
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	15.71	47.31
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	14.49	42.14
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.83	15.01	42.84
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	24.00	11.57	35.57

**TRUCK DRIVERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
201	Single Axle or Two Axle	34.07	18.10	52.17
203	Three or More Axle	23.49	12.02	35.51
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 5/30/2016.	33.02	18.70	51.72
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	23.49	12.02	35.51

**LABORERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
301	General Laborer Future Increase(s): Add \$1.35/hr eff. 06/01/2015; Add \$1.25/hr eff. 06/06/2016 Premium Increase(s): Add \$.11 for mortar mixer, fork lift operator, air and electric equipment and power buggy operators; Add \$.22 for jackhammer operator, certified welder, gunite machineman.	29.01	17.22	46.23
302	Asbestos Abatement Worker	22.05	19.16	41.21
303	Landscaper	15.44	11.20	26.64

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	20.13	17.79	37.92
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased) Premium Increase(s): DOT PREMIUMS: Pay two times the hourly basic rate on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	18.06	16.76	34.82
314	Railroad Track Laborer	14.50	4.39	18.89
315	Final Construction Clean-Up Worker	28.31	12.30	40.61

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
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). Future Increase(s): Add \$1.50/hr on 6/1/2015; Add \$1.60/hr on 5/30/2016.	34.47	18.70	53.17
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). Future Increase(s): Add \$1.50/hr on 6/1/2015; Add \$1.60/hr on 5/30/2016.	34.17	18.70	52.87

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
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. Future Increase(s): Add \$1.50/hr on 6/1/2015; Add \$1.60/hr on 5/30/2016.	34.17	18.70	52.87
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
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.	35.72	17.85	53.57
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.	35.46	20.40	55.86

**HEAVY EQUIPMENT OPERATORS  
EXCLUDING SITE PREPARATION, UTILITY, PAVING LANDSCAPING WORK**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
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. Future Increase(s): Add \$1.55/hr on 6/1/2015. Premium Increase(s): Crane Operators with CCO certification add \$.50/hr. Cranes with boom length over 200 ft. not exceeding 300 ft. OR lifting capacity over 200 ton not exceeding 300 ton add \$.50/hr. Over 300 ton OR 300 ft. add \$.01/hr. per foot OR ton whichever is greater.	40.61	20.15	60.76

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
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). Future Increase(s): Add \$1.55/hr on 6/1/2015. Premium Increase(s): Crane Operators with CCO certification add \$.50/hr.	40.11	20.15	60.26
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). Future Increase(s): Add \$1.55/hr on 6/1/2015. Premium Increase(s): Crane Operators with CCO certification add \$.50/hr.	39.61	20.15	59.76
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). Future Increase(s): Add \$1.55/hr on 6/1/2015.	38.92	20.15	59.07

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b><u>TOTAL</u></b>
<b><u>CODE</u></b>	<b><u>TRADE OR OCCUPATION</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
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. Future Increase(s): Add \$1.55/hr on 6/1/2015.	37.04	20.15	57.19
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. Future Increase(s): Add \$1.55/hr on 6/1/2015.	31.89	20.15	52.04
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$1/hr on 6/1/2015; Add \$1/hr on 5/30/2016.	36.34	22.14	58.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). Future Increase(s): Add \$1.65/hr on 6/1/2015.	34.06	19.35	53.41
516	Fiber Optic Cable Equipment	28.89	17.95	46.84

<b>SEWER, WATER OR TUNNEL CONSTRUCTION</b>
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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).

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**SKILLED TRADES**

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<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		
		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
		\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	35.37	17.99	53.36
105	Carpenter Future Increase(s): Add \$1.50/hr on 6/1/2015; Add \$1.65/hr on 6/1/2016. 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.	34.13	20.61	54.74
107	Cement Finisher Future Increase(s): 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.	35.18	16.78	51.96
109	Electrician	47.76	0.00	47.76
111	Fence Erector	23.73	19.09	42.82
116	Ironworker	31.50	20.01	51.51
118	Line Constructor (Electrical)	37.43	18.19	55.62
125	Pavement Marking Operator	30.10	18.08	48.18
126	Piledriver	29.56	25.71	55.27
130	Plumber	21.50	0.00	21.50
135	Steamfitter	39.76	21.09	60.85
137	Teledata Technician or Installer	24.89	17.15	42.04
143	Tuckpointer, Caulker or Cleaner	33.76	17.82	51.58
144	Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30
146	Well Driller or Pump Installer	25.32	15.65	40.97
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.55	15.57	51.12

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	15.19	46.79
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	13.44	41.09
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.68	13.28	38.96
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72

**TRUCK DRIVERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
201	Single Axle or Two Axle Future Increase(s): 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.	25.18	18.31	43.49
203	Three or More Axle	18.00	0.00	18.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	32.89	18.96	51.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	18.00	0.00	18.00

**LABORERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
301	General Laborer Future Increase(s): Add \$1.35/hr eff. 06/01/2015; Add \$1.25/hr eff. 06/06/2016 Premium Increase(s): Add \$2.29 for bottomman; Add \$2.15 for concrete manhole builder, bracer, jointman, or pipelayer; Add \$5.44 for blaster. Add \$2.00 for all tunnel work under 15 lbs. compressed air; Add \$2.00 for 0-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.	29.16	17.72	46.88
303	Landscaper	39.43	0.00	39.43
304	Flagperson or Traffic Control Person	31.95	0.00	31.95
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.71	16.01	33.72

314	Railroad Track Laborer	14.50	4.39	18.89
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**HEAVY EQUIPMENT OPERATORS  
SEWER, WATER OR TUNNEL WORK**

**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> \$
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 \$1.55/hr on 6/1/2015. Premium Increase(s): Add \$.25/hr for operating tower crane.	37.24	20.10	57.34
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). Future Increase(s): Add \$1.55/hr on 6/1/2015. Premium Increase(s): Add \$.25/hr for operating tower crane.	36.46	20.10	56.56
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). Future Increase(s): Add \$1.55/hr on 6/1/2015. Premium Increase(s): Add \$.25/hr for operating tower crane.	35.51	20.10	55.61

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
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.	36.79	19.15	55.94
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.	50.50	0.42	50.92
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	31.64	19.15	50.79
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
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.	41.65	21.71	63.36
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.	35.72	17.85	53.57
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.	35.46	20.40	55.86

<b>LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION</b>
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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).

<b>SKILLED TRADES</b>
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<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
		<b>\$</b>	<b>\$</b>	<b>\$</b>
103	Bricklayer, Blocklayer or Stonemason	35.37	17.99	53.36
105	Carpenter Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016. 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.	32.72	16.00	48.72
107	Cement Finisher	30.96	18.53	49.49
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.	33.93	22.77	56.70
111	Fence Erector	23.73	19.09	42.82
116	Ironworker	30.52	23.47	53.99
118	Line Constructor (Electrical)	37.43	18.19	55.62
124	Painter	29.52	19.99	49.51
125	Pavement Marking Operator	30.10	18.08	48.18
126	Piledriver	29.56	25.71	55.27
133	Roofer or Waterproofer	29.40	17.05	46.45
137	Teledata Technician or Installer	24.89	17.15	42.04
143	Tuckpointer, Caulker or Cleaner	33.76	17.82	51.58
144	Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.55	15.57	51.12
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	15.19	46.79
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	13.44	41.09
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.68	13.28	38.96
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72

**TRUCK DRIVERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
201	Single Axle or Two Axle Future Increase(s): 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.	25.18	18.31	43.49
203	Three or More Axle	18.00	0.00	18.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	33.69	19.78	53.47
205	Pavement Marking Vehicle	20.85	11.02	31.87
206	Shadow or Pilot Vehicle	24.37	17.77	42.14
207	Truck Mechanic	18.00	0.00	18.00

**LABORERS**

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
301	General Laborer	24.75	19.69	44.44
303	Landscaper Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 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 \$1.25/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).	27.06	20.03	47.09
304	Flagperson or Traffic Control Person	25.67	12.66	38.33
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.71	16.01	33.72
314	Railroad Track Laborer	14.50	4.39	18.89

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
541	<p>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 &amp;/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.</p> <p>Future Increase(s):                      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 &amp; 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: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a>.</p>	37.72	21.15	58.87
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. &amp; Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &amp;/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 \$1.25/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 &amp; 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: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a>.</p>	37.22	21.15	58.37

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>		<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
543	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.	35.72	17.85	53.57
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 \$1.25/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: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .	36.46	21.15	57.61
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.	35.17	20.40	55.57
546	Fiber Optic Cable Equipment.	28.89	17.95	46.84

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>				
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
		<b>\$</b>	<b>\$</b>	<b>\$</b>
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
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.	41.65	21.71	63.36
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.	35.72	17.85	53.57
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.	35.46	20.40	55.86

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

<b>Fringe Benefits Must Be Paid On <u>All</u> Hours Worked</b>				
<b>CODE</b>	<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
		<b>\$</b>	<b>\$</b>	<b>\$</b>
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.	36.72	20.40	57.12
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 \$1.25/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: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .	37.22	21.15	58.37

**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> \$
553	<p>Air, Track, Rotary or Percussion Drilling Machine &amp;/or Hammers, Blaster; Asphalt Heater, Planer &amp; 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. &amp; Under); Bituminous (Asphalt) Plant &amp; 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 &amp; 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 &amp; A-Frames.</p> <p>Future Increase(s):                      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>	36.17	20.80	56.97
554	<p>Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed &amp; Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver &amp; 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.</p> <p>Future Increase(s):                      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>	36.17	20.80	56.97

**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> \$
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 \$1.25/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: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .	36.17	21.15	57.32
556	Fiber Optic Cable Equipment.	27.89	17.20	45.09

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

The documents following the Prevailing Wage Rate Determination consist of eighteen 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	3
	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

6/1/2015

## 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](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](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.

State of Wisconsin - Department of Workforce Development

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 Jim Chiolino, Equal Rights Division, P. O. Box 8928, Madison, WI 53708 or call (608) 266-3345. 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>
A-1 Duran Roofing & Insulation Services, Inc.	3700 N Fratney St Milwaukee, WI 53212	11/1/14	10/31/17	1, 2 and 4	2011- 2012	None
	or 8095 NW 64 <sup>th</sup> St Miami, FL 33166					
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
Arnie Christiansen Mason Contractors, LLC	2304 65 <sup>th</sup> Dr Franksville, WI 53126	9/1/14	8/31/16	1, 2 and 4	2011	None
Atkins, Scott	See, Freedom Insulation, Inc					
Boecker, Roger	See, R-Way Pumping, Inc					
Brechtl, Mark G	See, Ecodec, 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

<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>
Christiansen, Andy	See, Arnie Christiansen Mason Contractors, LLC	11/1/14	10/31/15	1, 2 and 4	2012 & 2013	None
Christiansen, Arnold	See, Arnie Christiansen Mason Contractors, LLC					
Darnick, Gregory L	See, Darnick Trucking, LLC					
Darnick Trucking, LLC	W914 County Rd V Berlin, WI 54923	11/1/14	10/31/15	1, 2 and 4	2012 & 2013	None
Dem/Ex Group, Inc	805 S Adams St Manito, IL 61546	12/1/11	11/30/14	1 and 2	2010	None
Duran, Bernardo	See, A-1 Duran Roofing & Insulation Services and RRS2 Inc					
Ecodec, Inc	5106 Wintergreen Dr Madison, WI 53704	10/1/14	9/30/17	1	2011 & 2012	None
Fisher, Ed &/or Fisher, Rhonda	See, Dem/Ex Group, Inc					
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					
Gjolaj, Ded	See, Horizon Bros Painting Corp					
Horizon Bros Painting Corp	1053 Kendra La Howell, MI 48843	10/1/14	9/30/16	4	2012	None
JT Roofing, Inc	350 Tower Dr Saukville, WI 53080	6/1/12	5/31/15	1, 2 and 4	2007 & 2008	None

<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>
Jinkins, Richard	See, Castlerock Commercial Construction, Inc					
Mid-W Enterprises, Inc	1730 22 <sup>nd</sup> Avenue Kenosha, WI 53140	6/1/15	5/31/17	1, 2 and 4	2013	None
Midwest Construction Co., Inc.	See, Mid-W Enterprises, Inc					
Oden, Cassie	See, A-1 Duran Roofing & Insulation Services and RRS2 Inc					
Ofstie, Darin	See, Precision Excavating and Grading, LLC					
Peret, Robert	See, A-1 Duran Roofing & Insulation Services and RRS2 Inc					
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
RRS2 Inc	133 N Jackson St, #427 Milwaukee, WI 53202 or 1313 N Franklin Pl, #805 Milwaukee, WI 53202	11/1/14	10/31/17	1, 2 and 4	2011- 2012	None
Thull, Gerald T	See, JT Roofing, Inc					
Ventura, Robert	See, Mid-W Enterprises, Inc					

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

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## 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](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		

## 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 (     )		
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**

## 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)	
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) ( )
<p><b>READ CAREFULLY:</b> 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 journeyperson prevailing wage rate. I agree to compensate subjourney employees in strict accordance with the directions received from the DWD.</p>	
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](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"> <li>• 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;</li> <li>• the depositing of gravel on an existing gravel road applied solely to maintain the road;</li> <li>• road shoulder maintenance;</li> <li>• cleaning of drainage or sewer ditches or structures; or</li> <li>• any other limited, minor work on public facilities or equipment that is routinely performed to prevent breakdown or deterioration.</li> </ul>
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"> <li>• 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;</li> <li>• cleaning of drainage or sewer ditches or structures; or</li> <li>• any other limited, minor work on public facilities or equipment that is routinely performed to prevent breakdown or deterioration.</li> </ul>
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"> <li>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.</li> <li>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.</li> </ol>

**SECTION 00300**

**BID FORM**

PROPOSAL OF:

---

(name)

---

(address)

---

(city and state)

---

(phone number)

BID TO: VILLAGE OF BROWN DEER  
4800 WEST GREEN BROOK DRIVE  
BROWN DEER, WI 53223

Gentlemen:

The undersigned BIDDER understands:

The BIDDER has visited the site to familiarize himself with local conditions that may in any manner affect performance of the work.

The BIDDER has familiarized himself with Federal, State and local laws, ordinances, rules and regulations affecting performance of the work.

Quantities are not guaranteed. Final payment will be based on actual quantities.

The undersigned BIDDER has carefully examined the Contract Documents and will provide all necessary labor, machinery, tools, apparatus and other means of construction, and do all the work and furnish all material called for by said Contract Documents in the manner prescribed therein and in said Contract, and in accordance with the requirements of the ENGINEER. All portions of the bid form must be completed as a condition of acceptance.

I. THE BIDDER ACKNOWLEDGES RECEIPT OF:

- A. Project Manual prepared by R.A. SMITH NATIONAL, INC. and dated JULY 2015.
- B. Addenda No. \_\_\_\_\_ through No. \_\_\_\_\_, inclusive.

II. THIS BIDDER AGREES:

- A. That the OWNER may consider informal any Bid not prepared and submitted in accordance with the provisions of the Contract Documents: AND
- B. That the OWNER reserves the right to reject any and all Bids, including any Bid which in the opinion of the OWNER will be insufficient to carry out the Project, and waive any and all informalities, and the right to disregard all nonconforming or conditional Bids or counter proposals; AND
- C. That this Bid shall remain open for sixty (60) days after the date of the Bid opening; AND
- D. Upon “Notice of Award/Acceptance of Notice of Award” of this Proposal, to execute the Contract.
- E. To accomplish the work in accordance with the Contract Documents.
- F. To complete the work within the times established in the Contract Documents.
- G. To perform all of the WORK described in the CONTRACT DOCUMENTS for the Total Bid Price as indicated in Section 00310 – BID SCHEDULE.

END OF SECTION

**SECTION 00310**

**BID SCHEDULE**

**2015 SANITARY SEWER RE-LINING  
VILLAGE OF BROWN DEER  
MILWAUKEE COUNTY, WISCONSIN**

BIDDER agrees to furnish all labor and materials for the construction required by these specifications for the complete installation of the items listed. Any and all additional items shown on the Exhibits but not specifically listed in this Bid Schedule are considered incidental items the cost of which is to be included in the total project bid price. This is a unit price contract with award being made based upon the price for the quantities of the various items listed in this Bid Schedule. The base contract includes the following approximate quantities.

<b>BASE BID</b>				
No.	Item	Approximate Quantity and Unit	Unit Item Price	Bid Amount
1	Traffic Control and Protection	1 LS		\$
2	Sanitary Sewer Lining – 8-inch VCP	8,840 LF		\$
3	Sanitary Sewer Lining – 12-inch VCP	195 LF		\$
4	Bypass Pumping	1 LS		\$
5	Test and Seal Lateral Connections	102 EA		\$
<b>TOTAL BASE BID</b>				\$
TOTAL BASE BID (words):				

Note: OWNER reserves the right to modify the quantities, by any amount, at time of installation based on available funds in the budget. The Contract will be awarded to Low Base Bid, and the



By: \_\_\_\_\_

Name: \_\_\_\_\_  
(type or print)

Title: \_\_\_\_\_ (Seal)

NOTE: This BID is not complete and will be rejected unless the AFFIDAVIT OF ORGANIZATION and AUTHORITY is completed.



That said corporation is organized and exists under the laws of the state of Wisconsin and is duly authorized and licensed to transact business in the state of Wisconsin; that he submits the foregoing proposal and makes all statements therein on behalf of said corporation and has full authority so to do.

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_ Notary Public

\_\_\_\_\_ County, Wisconsin

My Commission Expires: \_\_\_\_\_

NOTE: This affidavit must be made by an individual who shall be either the sole trader making the bid, or if the BIDDER is a firm or corporation, a person duly authorized.

END OF SECTION



**SECTION 00410**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

\_\_\_\_\_ as Principal, and

\_\_\_\_\_ as Surety, are

hereby held and firmly bound unto \_\_\_\_\_ as OWNER in the

penal sum of \$ \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and

severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The Condition of the above obligation is such that whereas the Principal has submitted to the

\_\_\_\_\_ a certain BID, attached hereto and hereby made

a part hereof to enter into a CONTRACT in writing, for the:

**2015 SANITARY SEWER RE-LINING  
VILLAGE OF BROWN DEER  
MILWAUKEE COUNTY, WISCONSIN**

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a CONTRACT in the Form of CONTRACT attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said CONTRACT, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the AGREEMENT created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, 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 the OWNER 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, the day and year first set forth above.

IMPORTANT - Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 amended) and be authorized to transact business in the State where the Project is located.

Principal \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(type or print)

Title: \_\_\_\_\_  
(type or print)

Address: \_\_\_\_\_  
\_\_\_\_\_

Surety: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(type or print)

Title \_\_\_\_\_  
(type or print)

Address: \_\_\_\_\_  
\_\_\_\_\_

Subscribed and swore to before me

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ Notary Public

\_\_\_\_\_ County, Wisconsin

My Commission Expires: \_\_\_\_\_

END OF SECTION



**SECTION 00480**

**Disclosure of Ownership**

State of Wisconsin  
 Department of Workforce Development  
 Equal Rights Division

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**

**SECTION 00500**

**AGREEMENT**

\*\*\*\*\*  
THIS AGREEMENT is dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the VILLAGE OF BROWN DEER, hereinafter called "OWNER" and \_\_\_\_\_ hereinafter called "CONTRACTOR".

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 - WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Provide and furnish all labor, materials, equipment, tools, power, utilities, transportation, and all other services to perform construction of the complete project.

The Project for which the Work, under the Contract Documents, may be the whole or only a part is generally described as follows:

- Traffic Control and Protection – 1 LUMP SUM
- Sanitary Sewer Lining, 8-inch VCP – 8,840 LF
- Sanitary Sewer Lining, 12-inch VCP – 195 LF
- Bypass Pumping – 1 LUMP SUM
- Test and Seal Lateral Connections – 102 EACH

**ARTICLE 2 - ENGINEER**

The Project has been designed by R.A. SMITH NATIONAL of BROOKFIELD, WISCONSIN, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the WORK in accordance with the Contract Documents.

**ARTICLE 3 - CONTRACT TIME**

- 3.1 It is anticipated that the award of the project will occur on AUGUST 17, 2015, with the Notice to Proceed issued approximately SEPTEMBER 8, 2015. The project will need to be completed by MARCH 1, 2016.
- 3.2 CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the Work is not completed within the times specified herein, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work

is not completed on time. Accordingly, OWNER and CONTRACTOR agree that, as liquidated damages and not as a penalty, for delay CONTRACTOR shall pay OWNER \$500 for each day that expires after the time specified above in Section 3.1, until the Work is completed, unless a contract extension is approved by the ENGINEER.

#### ARTICLE 4 - CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows: \_\_\_\_\_ Dollars (\$\_\_\_\_\_) which figure shall be adjusted in accordance with the attached Contractor's "Unit Prices."

#### ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the OWNER as provided in the General Conditions.

- 5.1 Progress Payments: OWNER shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by the ENGINEER, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 2.07 of the General Conditions.
- 5.2 Prior to substantial completion, progress payments will be in accordance with Paragraph 14.02 of the General Conditions in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Paragraph 14.07 of the General Conditions. Only that Work actually INSTALLED will be considered for partial payments or as otherwise negotiated.
- 5.3 Retainage: For payments up to 50% completion, 5% shall be retained by the OWNER. At 50% completion, progress payments will be made in full to the CONTRACTOR and no additional amounts will be retained unless the OWNER determines that the character and progress of the Work is not proceeding satisfactorily. At 50% completion or any time thereafter when the character and 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.
- 5.4 Final Payment: Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, the OWNER shall pay the remainder of the Contract Price.

## ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

In order to induce the OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Exhibits and Specifications and which have been identified in the Contract Documents.
- 6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 6.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

## ARTICLE 7 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 7.1 This Agreement (Pages 30 to 36, inclusive).
- 7.2 Exhibits to this Agreement
- 7.3 General Conditions: STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT (EJCDC No. C-700, 2007 Edition).
- 7.4 Supplementary Conditions
- 7.5 Project Manual bearing the title:

VILLAGE OF BROWN DEER  
2015 SANITARY SEWER RE-LINING  
MILWAUKEE COUNTY, WISCONSIN

7.6 Project Exhibits bearing the following general title:

VILLAGE OF BROWN DEER  
2015 SANITARY SEWER RE-LINING  
MILWAUKEE COUNTY, WISCONSIN

- 7.7 CONTRACTOR'S Bid (Pages 00300-18 THRU 00300-25) dated \_\_\_\_\_, 20\_\_\_\_, including Addenda \_\_\_\_\_ through \_\_\_\_\_ inclusive.
- 7.8 The CONTRACTOR shall ensure compliance with the Prevailing Wage Rate Determination Order of the State of Wisconsin Department of Workforce Development, Determination No. 201502121, and dated July 7, 2015, which is incorporated herein; and the CONTRACTOR shall certify compliance on the form incorporated in Section 00820.
- 7.9 Any modification, including Change Orders, duly delivered after execution of Agreement.
- 7.10 There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Change Order (as defined in Section 1 of the General Conditions).

ARTICLE 8. MISCELLANEOUS

- 8.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 8.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3. OWNER and CONTRACTOR each binds himself, his partners, successors assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 9. LIEN NOTICE

- 9.1 The CONTRACTOR and OWNER recognize that persons or companies who perform, furnish, procure, manage, supervise or administer any labor, services, materials, Plans, or specifications used or consumed in making public improvements or performing public work,

to any prime contractor, shall have a lien on the money or bonds or warrants due or to become due to the CONTRACTOR, in the circumstances described in Wisconsin Statutes Section 779.15, and the OWNER may pay such claims and charge the CONTRACTOR pursuant to such statute.

#### ARTICLE 10. OTHER PROVISIONS

- 10.1 Performance and other bonds. CONTRACTOR will be required to furnish bonds in accordance with Section 00610 and 00620.
- 10.2 Premiums for performance or other bonds, if required, shall be paid by CONTRACTOR. Cost for bonds shall be considered incidental to the Work.
- 10.3 OWNER and CONTRACTOR recognize that applying applicable Wisconsin public records laws to particular records requests can be difficult, in light of copyright and other confidentiality protections. To ensure that applicable laws are followed, both with regard to private rights, and with regard to public records laws, OWNER and CONTRACTOR agree as follows. When OWNER receives public records requests for matters that OWNER believes might be proprietary or confidential information, OWNER will notify CONTRACTOR of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), CONTRACTOR shall either provide OWNER with the record that is requested, for release to the requestor; or CONTRACTOR shall advise OWNER that CONTRACTOR objects to the release of the requested information, and the basis for the objection. If for any reason OWNER concludes that OWNER is obligated to provide a record to a requestor that is in CONTRACTOR's possession, CONTRACTOR shall provide such records to OWNER immediately upon OWNER's request. CONTRACTOR shall not charge for work performed under this paragraph, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law.

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, CONTRACTOR shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the OWNER, its officers, agents, employees and independent CONTRACTORS growing out of (i) OWNER's denial of a records request, based upon objections made by CONTRACTOR, or (ii) CONTRACTOR's failure to provide records to OWNER upon OWNER's request; or (iii) OWNER's charges made to a records requestor, based upon reimbursement of costs CONTRACTOR charged to OWNER in responding to a records request; or (iv) OWNER's lack of timely response to a records request, following CONTRACTOR's failure to timely respond to OWNER as required herein; or (v) OWNER's provision of records to a requestor that were provided to OWNER by CONTRACTOR in response to a records request. CONTRACTOR's claims of proprietary rights, or any other copyright or confidentiality claims, shall be waived such that OWNER may provide all requested documents, programs, data, and other records to the requestor, upon failure by CONTRACTOR to defend, indemnify or hold harmless the OWNER as required herein,

and/or upon judgment of a court having jurisdiction in the matter requiring release of such records.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

THIS AGREEMENT will be effective on \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
(CONTRACTOR)

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Title)

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Title)

(SEAL)

(SEAL)

\_\_\_\_\_  
VILLAGE OF BROWN DEER  
(OWNER)

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Village President

\_\_\_\_\_

\_\_\_\_\_  
Village Clerk

Approved as to form an execution:

\_\_\_\_\_  
Attorney for OWNER

Provisions have been made to pay for the liability that will accrue under this Contract.

---

Treasurer or Authorized Official

END OF SECTION

**SECTION 00520**

**NOTICE OF AWARD**

TO:

PROJECT DESCRIPTION: 2015 SANITARY SEWER RE-LINING

The OWNER has considered the Bid submitted by you on \_\_\_\_\_, 2015 for the above-described Work in response to its Advertisement for Bids dated July 16, 2015 and Instructions to BIDDERS.

You are hereby notified that your Bid has been accepted for this Work in the amount of \_\_\_\_\_ Dollars \$\_\_\_\_\_.

You are required by the Instructions to BIDDERS to execute the Agreement and furnish the required Performance Bond, Payment Bond, and Certificates of Insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Insurance Certificates within fifteen (15) days from the date of this Notice, the OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

VILLAGE OF BROWN DEER  
OWNER

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTANCE OF NOTICE OF AWARD**

Receipt of the above Notice of Award is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

\_\_\_\_\_  
(type name)

Title: \_\_\_\_\_

**END OF SECTION**

**SECTION 00540**

**NOTICE TO PROCEED**

You are hereby notified to commence the 2015 SANITARY SEWER RE-LINING, VILLAGE OF BROWN DEER, in accordance with the AGREEMENT dated \_\_\_\_\_, 2015, on or before \_\_\_\_\_, 2015, and you are to complete the WORK by MARCH 1, 2016.

Before you may start Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and OWNER must each deliver to the other (with copies to ENGINEER and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
VILLAGE OF BROWN DEER  
OWNER

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(type or print)

Title: \_\_\_\_\_

**ACCEPTANCE OF NOTICE TO PROCEED**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(type or print)

Title: \_\_\_\_\_

END OF SECTION

**SECTION 00560**

**CONTRACT CHANGE ORDER**

Change Order No.: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Project: 2015 SANITARY SEWER RE-LINING

OWNER: VILLAGE OF BROWN DEER

CONTRACTOR: \_\_\_\_\_

The following changes are hereby made to the Contract Documents: (attach supplemental documentation):

Justification: (attach supplemental documentation)

**CHANGE TO CONTRACT PRICE**

Original Contract Price: \$ \_\_\_\_\_

Current Contract Price adjusted by previous Change Order: \$ \_\_\_\_\_

The Contract Price due to this Change Order will be (increased) (decreased) by: \$ \_\_\_\_\_

The new Contract Price including this Change Order will be: \$ \_\_\_\_\_

**CHANGE TO CONTRACT TIME**

The Contract Time will be (increased) (decreased) by \_\_\_\_\_ calendar days.

The date for completion of work will be \_\_\_\_\_ (Date).

The Contractor and the OWNER hereby agree that the compensation to the Contractor affected hereby constitutes full settlement of the claims of the Contractor under this contract arising out of or incident to the changes effected hereby.

This document will become a supplement to the contract and all provisions will apply hereto.

Accepted by the CONTRACTOR: \_\_\_\_\_ Date \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

Approved by the OWNER: \_\_\_\_\_ Date \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

**SECTION 00610**

**CONSTRUCTION PERFORMANCE BOND**

Any singular reference to Contractor, Surety, OWNER or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): _____ _____ _____	SURETY (Name and Principal Place of Business): _____ _____ _____
---	---

OWNER (Name and Address): **VILLAGE OF BROWN DEER**  
4800 West Green Brook Drive  
Brown Deer, WI 53223

**CONSTRUCTION CONTRACT**

Date: \_\_\_\_\_

Amount: \_\_\_\_\_

Description (Name and Location): **2015 SANITARY SEWER RE-LINING, VILLAGE OF BROWN DEER**

**BOND**

Date (Not earlier than Contract Date): \_\_\_\_\_

Amount: \_\_\_\_\_

Modifications to this Bond Form: \_\_\_\_\_

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)

Company: \_\_\_\_\_ (Corp. Seal)

Wisconsin License No.:

Signature: \_\_\_\_\_  
Name and Title:

Signature: \_\_\_\_\_  
Name and Title:  
Wisconsin License No.:  
(Attach Power of Attorney)

(Space provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL  
Company:

(Corp. Seal)

SURETY  
Company:

(Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

Wisconsin License No.:

Signature: \_\_\_\_\_  
Name and Title:  
Wisconsin License No.:

Approved by OWNER:

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

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

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER performance of the Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
  - 3.2 The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's rights to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
  - 3.3 The OWNER has agreed to pay the Balance of the Contract Price to:
    - 3.3.1 The Surety in accordance with the terms of the Contract;
    - 3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1 Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
  - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor with reasonable promptness under the circumstances;
    - 4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or
    - 4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.
6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a

limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation costs and damages on the Contract, the Surety is obligated without duplication for:

- 6.1 The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
- 6.2 Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
- 6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase order and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two year after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page.

11. This Bond has been furnished to comply with Section 779.14 of the Wisconsin Statutes, and any amendments thereto, and other legal requirements in the location where the Contract is to be performed. Any provision in this Bond conflicting with said statute or legal requirements shall be deemed deleted herefrom and provisions

conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law Bond.

## 12. DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2 Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3 CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4 OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

END OF SECTION

**SECTION 00620**

**CONSTRUCTION PAYMENT BOND**

Any singular reference to Contractor, Surety, OWNER or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):	SURETY (Name and Address of Principal Place of Business):
_____	_____
_____	_____
_____	_____

OWNER (Name and Address): **VILLAGE OF BROWN DEER**  
4800 West Green Brook Drive  
Brown Deer, WI 53223

**CONSTRUCTION CONTRACT**

Date: \_\_\_\_\_

Amount: \_\_\_\_\_

Description (Name and Location): **2015 SANITARY SEWER RE-LINING, VILLAGE OF BROWN DEER**

**BOND**

Bond Number: \_\_\_\_\_

Date (Not earlier than Contract Date): \_\_\_\_\_

Amount: \_\_\_\_\_

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

<b>CONTRACTOR AS PRINCIPAL</b>		<b>SURETY</b>	
Company:	(Corp. Seal)	Company:	(Corp. Seal)
		Wisconsin License No.:	

Signature: \_\_\_\_\_  
Name and Title:

Signature: \_\_\_\_\_  
Name and Title:  
Wisconsin License No.:  
(Attach Power of Attorney)

(Space provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL  
Company:

(Corp. Seal)

SURETY  
Company:

(Corp. Seal)

Wisconsin License No.:

Signature: \_\_\_\_\_  
Name and Title:

Signature: \_\_\_\_\_  
Name and Title:  
Wisconsin License No.:

The above Bond is hereby approved as to form and sufficiency of Surety, this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_, President

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay every person, including every Subcontractor, Supplier, or Service Provider, of all claims, materials, plans, or specifications performed, furnished, or procured for the purpose of making the public improvement or performing the public work as provided in the Contract.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1 Promptly makes payment, directly or indirectly for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants or any party in interest under this Bond unless actions on the Bond area in compliance with the provisions of Section 779.14, Wis. Stats., as amended.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging and amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the

amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses or any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf or, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase order and other obligations.

11. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

12. This Bond has been furnished to comply with Section 779.14 of the Wisconsin Statutes, and any amendments thereto, and other legal requirements in the location where the Contract is to be performed. Any provision in this Bond conflicting with said statute or legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law Bond.

13. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

14. DEFINITIONS

- 14.1 Claimant: See Subcontractor, Supplier, or Service Provider.
- 14.2 Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- 14.3 OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.
- 14.4 Subcontractor, Supplier, or Service Provider means the following:
- 14.4.1 Any person who has a direct contractual relationship, expressed or implied, with the Prime CONTRACTOR or with any Subcontractor of the Prime CONTRACTOR to perform, furnish, or procure labor, services, materials, plans, or specification, except as provided in 14.4.2.
- 14.4.2 With respect to Contracts entered into under s.84.06(2), Wis. Stats., for highway improvements, any person has a direct contractual relationship, expressed or implied, with the Prime CONTRACTOR to perform, furnish, or procure labor, services, materials, plans or specifications.

END OF SECTION

**SECTION 00700**  
**GENERAL CONDITIONS**  
**EJCDC C-700, 2007 EDITION**

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

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and

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Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
  7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
  8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
  9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
  10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
  11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

## 1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

### B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

### C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

### D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - a. does not conform to the Contract Documents; or
  - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

### E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **ARTICLE 2 – PRELIMINARY MATTERS**

### *2.01 Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

### *2.02 Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

### *2.03 Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

## 2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

## 2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
  - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
  - 2. a preliminary Schedule of Submittals; and
  - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

## 2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

## 2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of

the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

### **ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

#### **3.01 *Intent***

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

#### **3.02 *Reference Standards***

- A. Standards, Specifications, Codes, Laws, and Regulations
  1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

#### **3.03 *Reporting and Resolving Discrepancies***

- A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
  - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
  1. A Field Order;
  2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

### 3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
  1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
  2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

### 3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

## **ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

### 4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the

Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

#### 4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

- 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
- 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

- 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
- 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
- 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

#### 4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

- 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
- 2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
  - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
  - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
  - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
  - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
  - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other

professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

#### 4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
  - a. reviewing and checking all such information and data;
  - b. locating all Underground Facilities shown or indicated in the Contract Documents;
  - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
  - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price

or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by

Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 5 – BONDS AND INSURANCE**

### *5.01 Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

### *5.02 Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

### *5.03 Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

#### 5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
  - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
  - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
  - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
    - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
    - b. by any other person for any other reason;
  - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
  - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
  - a. Such insurance shall remain in effect for two years after final payment.
  - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

#### 5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

#### 5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
  2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
  3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
  4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
  5. allow for partial utilization of the Work by Owner;
  6. include testing and startup; and
  7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property

insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

#### 5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
  - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery

against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

## ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

### 6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

### 6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

### 6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
  2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

#### 6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
      - 3) it has a proven record of performance and availability of responsive service.
    - b. Contractor certifies that, if approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
      - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
  - 1) shall certify that the proposed substitute item will:
    - a) perform adequately the functions and achieve the results called for by the general design,
    - b) be similar in substance to that specified, and
    - c) be suited to the same use as that specified;
  - 2) will state:
    - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
    - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
    - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
  - 3) will identify:
    - a) all variations of the proposed substitute item from that specified, and
    - b) available engineering, sales, maintenance, repair, and replacement services; and

- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

#### 6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or

other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
  2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

## 6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

## 6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

## 6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all

court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

#### 6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor

shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### 6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

#### 6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
  2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*
    - a. Submit number of copies specified in the General Requirements.
    - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
  2. *Samples:*
    - a. Submit number of Samples specified in the Specifications.
    - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Submittal Procedures:*
1. Before submitting each Shop Drawing or Sample, Contractor shall have:
    - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
    - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
    - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
  2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
  3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop

Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;
  3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. use or occupancy of the Work or any part thereof by Owner;
  5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
  6. any inspection, test, or approval by others; or
  7. any correction of defective Work by Owner.

#### 6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor,

Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

## ARTICLE 7 – OTHER WORK AT THE SITE

### 7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
1. written notice thereof will be given to Contractor prior to starting any such other work; and
  2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

### 7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
  2. the specific matters to be covered by such authority and responsibility will be itemized; and
  3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

### 7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

## **ARTICLE 8 – OWNER'S RESPONSIBILITIES**

### 8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### 8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

### 8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### 8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

### 8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### 8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

### 8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

**ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION**

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits

and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

#### 9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

#### 9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

#### 9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

#### 9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

#### 9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

### **ARTICLE 10 – CHANGES IN THE WORK; CLAIMS**

#### 10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

#### 10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

### 10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
  2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
  3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

### 10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### 10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The

opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
  2. approve the Claim; or
  3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

## **ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### *11.01 Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on

Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

#### 11.02 *Allowances*

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

- a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
- b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### 11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  2. there is no corresponding adjustment with respect to any other item of Work; and
  3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

## **ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES**

### *12.01 Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
  3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
  2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

#### 12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

#### 12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the

control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

## **ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### *13.01 Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

### *13.02 Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

### *13.03 Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
  - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
  - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
  - 3. as otherwise specifically provided in the Contract Documents.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

#### 13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

### 13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

### 13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

### 13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. repair such defective land or areas; or
  - 2. correct such defective Work; or
  - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

#### 13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

#### 13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and

equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

## **ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION**

### *14.01 Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

### *14.02 Progress Payments*

#### *A. Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the

Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

**B. *Review of Applications:***

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work, or

- b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
  - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

*C. Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

*D. Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
  - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
  - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - c. there are other items entitling Owner to a set-off against the amount recommended; or

- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

#### 14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

#### 14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities

pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

#### 14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
  2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

## 14.07 *Final Payment*

### A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
  - b. consent of the surety, if any, to final payment;
  - c. a list of all Claims against Owner that Contractor believes are unsettled; and
  - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

### B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

### C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

#### 14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

#### 14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
  1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
  2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

### **ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION**

#### 15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

#### 15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
  2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
  3. Contractor's repeated disregard of the authority of Engineer; or
  4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
  2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
  3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
  3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
  4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

## **ARTICLE 16 – DISPUTE RESOLUTION**

### *16.01 Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
  - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
  - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
  - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

## **ARTICLE 17 – MISCELLANEOUS**

### *17.01 Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
  - 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
  - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### *17.02 Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

## SECTION 00800

### SUPPLEMENTARY CONDITIONS

#### Section Includes:

SC-2.01.B	Evidence of Insurance
SC-2.05.A.3.	Schedule of Values
SC-4.02.	Subsurface and Physical Conditions
SC-4.06.A.	Hazardous Environmental Condition at Site
SC-5.03.A.B.C.	Certificates of Insurance
SC-5.04.	Contractor's Insurance
SC-5.04.B.1.	Policies of Insurance
SC-5.06.	Property Insurance
SC-5.07	Waiver of Rights
SC-6.06.C.	Subcontractors, Suppliers and Others
SC-6.08	Permits
SC-9.03.	Project Representative
SC-13.07	Correction Period
SC-14.02.A.1.	Applications for Payments
SC-14.02.B.2.	Review of Applications
SC-14.02.C.	Payment Becomes Due
SC-14.07.A.3.	Lien Waivers or Releases
SC-14.07.C	Payment Becomes Due
SC-15.04.A	Contractor May Stop Work or Terminate
SC-15.04.B	Contractor May Stop Work or Terminate

#### Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC No. C-700, 2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

#### **SC-2.01.B Evidence of Insurance.**

Delete Paragraph 2.01.B, in its entirety, and replace with the following paragraphs:

Evidence of Insurance: When Contractor delivers the executed counterparts of the Agreement to OWNER, Contractor shall also deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which OWNER and any additional insured may reasonably request), which Contractor is required to purchase and maintain in accordance with Article 5.

Before any Work at the site is started, all Subcontractors shall deliver to OWNER, certificates of insurance which Subcontractors are required to purchase and maintain in accordance with Article 5.

**SC-2.05.A.3. Schedule of Values.**

Delete Paragraph 2.05.A.3. in its entirety.

**SC-4.02. Subsurface and Physical Conditions.**

Add the following new paragraph(s) immediately after paragraph 4.02.B:

- C. In the preparation of the Contract Documents, ENGINEER or ENGINEER's Consultants have relied upon the following reports of explorations and tests of subsurface conditions at the Site: None.
- D. In the preparation of the Contract Documents, ENGINEER or ENGINEER's Consultants have relied upon the following Plans of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the Site: None.

**SC-4.06.A. Hazardous Environmental Conditions at Site.**

Add the following new paragraph(s) immediately after paragraph 4.06.A:

- 1. In the preparation of the Contract Documents, ENGINEER or ENGINEER's Consultants have relied upon the following reports of explorations and tests of conditions at the Site: None.

**SC-5.03. Certificates of Insurance.**

Delete Paragraphs 5.03.A., B. and C. in their entirety and replace with the following paragraphs:

- A. Contractor and all Subcontractors shall deliver to OWNER, with copies to additional insured and loss payees identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which Contractor and Subcontractor are required to purchase and maintain.
  - 1. The following entities shall be listed as insured or additional insured with respect to all liability coverage:
    - a. VILLAGE OF BROWN DEER
    - b. R.A. Smith National, Inc.

- B. Failure of OWNER to demand such certificates or other evidence of full compliance with these insurance requirements or failure of OWNER to identify a deficiency in compliance from evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- C. By requiring insurance and insurance limits herein, OWNER does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to OWNER in the Contract Documents.

**SC-5.04. Contractor's Insurance.**

Add the following new paragraph immediately after paragraph 5.04.B:

- C. The provisions of this Article 5.04 shall also apply to all Subcontractors.

Add the following new paragraph immediately after paragraph 5.04.C:

- D. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts, or greater where required by Law or Regulations:

- 1. Workers' Compensation and related coverages under paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:

- a. State: Statutory
- b. Applicable Federal (e.g., Longshoreman's): Statutory
- c. Employer's Liability: \$100,000/\$500,000/\$100,000

- 2. Contractor's General Liability under paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include Premises-Operations; Independent Contractors' Protection; Products Liability and Completed Operations; Broad Form Property Damage; Blanket Contractual Coverage:

- a. General Aggregate (per project)  
(Except Products-Completed Operations): \$2,000,000
- b. Products-Completed Operations Aggregate  
(per project): \$2,000,000
- c. Personal and Advertising Injury  
(per Occurrence): \$2,000,000
- d. Bodily Injury and Property Damage:  
(Each Occurrence) \$2,000,000

- e. Personal Injury Liability Coverage will not include Claims arising out of Employment.
  - f. Exclusions of Coverage for Property in Contractor's Care, Custody or Control will be eliminated.
  - g. Property Damage Liability Insurance will provide coverage for Explosion, Collapse and Underground Damage.
3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions:
- a.
    - 1) Bodily Injury:
 

Each Person	\$1,000,000
Each Accident	\$1,000,000
    - 2) Property Damage:
 

Each Accident	\$1,000,000
---------------	-------------
4. The Contractual Liability Coverage required by paragraph 5.04.B of the General Conditions shall provide coverage for not less than the following amounts:
- a.
 

Bodily Injury:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
  - b.
 

Property Damage:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
5. General liability and Contractor's liability coverage shall be written on an occurrence basis.
6. Excess or Umbrella Liability:
- 1) General Aggregate \$1,000,000
  - 2) Each Occurrence \$1,000,000
7. Insurance coverage shall also include those entities listed in Paragraph 5.03.A.1 above.

**SC-5.04.B.1. Policies of Insurance.**

Add the following paragraph after paragraph 1:

Additional insured shall include OWNER "VILLAGE OF BROWN DEER".

**SC-5.06. Property Insurance.**

Delete this Article in its entirety.

**SC-5.07 Waiver of Rights.**

Delete paragraph 5.07 in its entirety.

**SC-6.06.C. Subcontractors, Suppliers and Others.**

Add the following sentence at the end of paragraph 6.06.C.2:

Upon request, OWNER shall furnish to any such Subcontractor, Supplier or other individual or entity, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor, Supplier or other individual entity.

**SC-6.08 Permits.**

Add the following new paragraph immediately after paragraph 6.08.A:

- B. OWNER has obtained, or will obtain, the following permits: Temporary construction permits (2 each), permanent utility easement, and WisDOT grading permit. Contractor shall abide by and follow all terms, conditions, and requirements set forth in all permits required for the work.

**SC-9.03. Project Representative.**

Add the following sentence at the end of paragraph 9.03.A:

Resident Project Representative (RPR) will have the authority and duties as defined in Section 1.3.2 of the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition dated December 22, 2003, including Addendum No. 1 and Addendum No. 2.

**SC-13.07 Correction Period.**

Add the following new paragraph immediately after paragraph 13.07.E:

- F. The Contractor shall guarantee the work for a period of one (1) years after final payment is made for the work. The provisions of Article 13.07 apply within the one (1) year guarantee period.

**SC-14.02.A.1. Applications for Payment.**

Delete paragraph 14.02.A.1 in its entirety and insert the following in its place:

1. At least forty five (45) days before the date established for each progress payment (but not more often than once a month), Contractor shall submit to ENGINEER an Application for Payment covering the Work completed as of the date of the Application. If payment is requested by Contractor on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, Contractor shall submit three documents: an invoice from the material or equipment supplier which states item's cost; an item-specific bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens; and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein; all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

**SC-14.02.B.2. Review of Applications.**

Delete paragraph 14.02.B.2. in its entirety and insert the following in its place:

2. ENGINEER's recommendation of any payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on accompanying data, that to the best of ENGINEER's knowledge, information and belief:

**SC-14.02.C. Payment Becomes Due.**

Delete paragraph 14.02.C. in its entirety and insert the following in its place:

- C. Within forty five (45) days after presentation of ENGINEER's recommendation of payment to OWNER, the amount recommended will (subject to the provisions of paragraph 14.02.D.) become due, and when due will be paid by OWNER to Contractor.

**SC-14.07.A.3. Lien Waivers or Releases.**

Delete paragraph 14.07.A.3. in its entirety.

**SC-14.07.C.1. Payment Becomes Due.**

Delete paragraph 14.07.C.1 in its entirety and insert the following in its place:

1. Forty-five days after the presentation to the OWNER of the Application for Payment and accompanying documentation, the amount recommended by the ENGINEER, less any sum OWNER is entitled to set off against ENGINEER's recommendation,

including but not limited to liquidated damages, will become due and will be paid by OWNER to Contractor.

**SC-15.04.A Contractor May Stop Work or Terminate.**

Delete paragraph 15.04.A. in its entirety and insert the following in its place:

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or (ii) ENGINEER fails to act on any Application for Payment within 30 days after it was submitted, or (iii) OWNER fails for 45 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER and ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in Paragraph 15.03.

**SC-15.04.B Contractor May Stop Work or Terminate.**

Delete paragraph 15.04.B. in its entirety and insert the following in its place:

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after is submitted, or OWNER has failed for 45 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to OWNER and ENGINEER, stop the work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by the Paragraph.

END OF SECTION

**SECTION 00820**

**CERTIFICATE OF COMPLIANCE WITH WAGE RATE DETERMINATION**

PROJECT: 2015 SANITARY SEWER RE-LINING

To: VILLAGE OF BROWN DEER

This is to certify that \_\_\_\_\_  
(Contractor)

has fully complied with the provisions and requirements of subsection 66.0903 and 103.49, Wisconsin Statutes, and Chapter DWD 290 of the Wisconsin Administration Code in payment of persons employed on the above referenced project during the payroll period commencing on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and ending on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Evidence of compliance has also been received from all agents and subcontractors who worked on the project, the names and addresses of which are follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Furthermore, \_\_\_\_\_  
(Contractor)

has full and accurate records of employees which indicate the name and trade or occupation of every laborer, workman, or mechanic employed for work on the subject project and an accurate record of hours worked by each employee and the actual wages paid therefore. These records are kept at:

\_\_\_\_\_  
(Address)

and the names and addresses and telephone number of the person responsible for keeping these records is as follows:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Certificate of Compliance with Wage Rate Determination Continued:

\_\_\_\_\_ further certifies  
(Contractor)

that these payroll records will not be removed from the above address without prior notification to the municipality and that they will be retained and made available for a period of three years following completion of the project.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ Notary Public

\_\_\_\_\_ County, Wisconsin

My Commission Expires: \_\_\_\_\_

END OF SECTION

**SECTION 00900**

**ADDENDA**

ADDENDUM NO. \_\_\_\_\_

2015 SANITARY SEWER RE-LINING

VILLAGE OF BROWN DEER  
MILWAUKEE COUNTY, WISCONSIN

To: Prospective BIDDERS

All BIDDERS submitting a Bid on the above Contract shall carefully read this Addendum and give it consideration in the preparation of their Bid.

~~~~~  
THIS ADDENDUM IS ISSUED TO MODIFY, EXPLAIN, AND/OR CORRECT THE ORIGINAL DRAWINGS, SPECIFICATIONS, AND/OR PREVIOUS ADDENDUMS, AND IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS. PLEASE ATTACH THIS ADDENDUM TO THE SPECIFICATIONS AND NOTE RECEIPT OF THIS ADDENDUM IN THE PROPER SPACE PROVIDED IN THE BID PROPOSAL FORM. PLEASE READ ENTIRE ADDENDUM. THIS ADDENDUM SHALL BE BINDING UPON ALL CONTRACTS.  
~~~~~

END OF SECTION

## SECTION 01010

### DESCRIPTION OF WORK

#### PART I – GENERAL

Perform the work under this contract for RASN Project No. 1150400, 2015 SANITARY SEWER RE-LINING, in the VILLAGE OF BROWN DEER, MILWAUKEE COUNTY, Wisconsin as shown on the Exhibits and as specified in these Special Provisions.

The requirements of the Contract Documents, including the General Conditions, the Supplementary Conditions, and Division I - General Requirements apply to this Section except as modified herein.

#### 1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work covered by Contract Documents is to be performed under a single prime contract.
- B. Nothing contained in Exhibits, Specifications or other parts of Contract Documents modifies the intent of Contract Documents as set forth in Article 3 of General Conditions, or alters Contractor's responsibilities regarding subcontractors, suppliers or those others as provided by Paragraph 6.06 of the General Conditions.
- C. Comply with the following laws, codes, ordinances and regulations:
  - 1. "Standard Specifications for Highway and Structure Construction," State of Wisconsin, Edition of 2015, and all Subsequent Supplemental Specifications, except Sections 101 through 109 and as may be modified by the Contract Documents, known as the "State Specifications".
  - 2. "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition dated December 22, 2003, including Addendum No. 1 and Addendum No. 2, except Part I – General Conditions, known as "Standard Specifications."
  - 3. Wisconsin Administrative Code and Wisconsin State Statutes.
  - 4. Local Codes and Ordinances.

#### 1.02 DESCRIPTION AND INTENT OF WORK

- A. The work under this contract shall consist of lining existing sanitary sewer pipe and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

- B. Project involves approximately:

Traffic Control and Protection – 1 LUMP SUM  
Sanitary Sewer Lining, 8-inch VCP – 8,840 LF  
Sanitary Sewer Lining, 12-inch VCP – 195 LF  
Bypass Pumping – 1 LUMP SUM  
Test and Seal Lateral Connections – 102 EACH

and other work as provided in the Contract Documents.

- C. The intent of this project is to line sanitary sewer pipes that are showing signs of deterioration such as cracking, root penetration, leaking joints, and encrustation.

### 1.03 CONTRACTOR USE OF SITES

- A. Confine operations at sites to areas permitted by:

1. Law.
2. Ordinances.
3. Permits.
4. Contract Documents.

- B. Construction activities shall only take place within the public right-of-way.

- C. Contractor shall assume full responsibility for protection and safekeeping of material and products stored on and off premises.

- D. Contractor shall obtain and pay for use of additional storage or work area if needed for construction operations.

- E. Standard Hours for Performing Work: During normal weekday working hours: 7:00 A.M. to 7:00 P.M. During Saturdays: 8:00 A.M. to 4:00 P.M. No work shall be performed on Sundays or holidays. No Work shall be done outside of the standard hours without written permission of the OWNER. However, emergency Work during these hours may be done without prior permission.

### 1.04 WORK SCHEDULE

- A. The Contractor shall complete the work in accordance with the schedule specified in the Agreement.

- B. The Contractor shall meet all regulatory requirements as specified in Section 01060.

- C. Contractor is responsible for establishing a schedule, to be approved by the OWNER, for the sequence and progress of the Work that is designed to meet the completion

date. Contractor shall be solely responsible for coordination of all Work to ensure completion of the Work within the time limits specified in these Contract Documents.

- D. It is the OWNER's intent to complete all work, including restoration, in a continuous manner, as quickly as possible, to minimize disruption and inconvenience to the public.
- E. When public interest necessitates, the OWNER may determine the starting place and operations sequence of construction.
- F. No road shall be closed without approval by the ENGINEER. At least one lane of traffic must be maintained at all point in time unless otherwise approved by the ENGINEER.

#### 1.05 OWNER FURNISHED SERVICES

- A. Resident Project Representative:
  - 1. See Supplementary Conditions for responsibilities and authority.
  - 2. Contractor shall notify the OWNER at least 3 business days before starting Work or before adding additional crews to allow the OWNER to have additional Resident Project Representative(s) assigned.
  - 3. All services rendered by the OWNER's Consultant will consist of professional opinions and recommendations in accordance with the generally accepted construction engineering practices. Under no circumstances is it the intent of the site representative to directly control the physical activities of the Contractor or the Contractor's workmen's accomplishment of work on this project. The purpose of the resident project representative at the site is to provide monitoring of the Contractor's work, and does not include any superintending, supervising, or direction of the actual work.

#### 1.06 FIELD VERIFICATION OF DRAWING INFORMATION

- A. It is the responsibility of the Contractor to acquaint himself with the location of all underground and overhead utilities and structures that may be encountered or which may be affected by Work under the contract.
- B. The Contractor shall field verify site conditions depicted on the Plans. Information on the Plans is based upon available data at the time of preparation and is not guaranteed to be complete or correct.

- C. Where the construction is in an area serviced by an underground or overhead utility, the Contractor shall notify such service three (3) working days prior to commencing his operations.

#### 1.07 SAFETY, HEALTH, AND SANITATION

- A. The Contractor is responsible for safe work practices, including excavation, sheeting, and shoring; scaffolding; materials handling and drilling; safe operation of equipment; and safety of employees and other persons or organizations during progress of work on-site.
- B. Work at the project site may place Contractor's personnel in potentially hazardous situations due to Contractor's personnel's exposure to hazardous materials and hazardous conditions.
- C. Contractor shall plan for and ensure personnel comply with the basic provisions of OSHA Safety and Health Standards (29 CFR 1910), and General Construction Standards (29 CFR 1926), as applicable to specific tasks.
- D. The Contractor shall comply with all Federal, State, and local laws governing safety, health, and sanitation; shall provide all safeguards, safety devices, and protective equipment; shall be responsible for initiating, maintaining, and supervising all safety precautions; and shall take any other actions necessary to protect the life and health of employees on the job, the safety of the public, and property in connection with the performance of work on this project.
- E. The Contractor shall meet the confined space requirements of the Wisconsin Administrative Code.
- F. The Contractor shall secure the site by suitable protective methods which include, but are not limited to barricades, signal lights, fences, or watch personnel. This shall be done in order to protect their work, persons, animals and property. The cost of this protection is incidental to the contract.
- G. Contractor's duties and responsibilities for safety in connection with Work shall continue until such time as all work is complete.
- H. The Contractor shall be responsible for the construction means, methods, techniques or procedures, equipment, and for safety precautions or programs, unless such means and equipment are specified in these Contract Documents, utilized in the performance of work on this project. The Contractor shall comply with Section 108.5, Equipment, Methods and Materials, of the "State Specifications".

END OF SECTION

## SECTION 01020

### ALLOWANCES

#### PART I – GENERAL

The requirements of the Contract Documents, including the General Conditions, the Supplementary Conditions and Division I - General Requirements apply to this Section except as modified herein.

##### 1.01 EXAMINATION OF SITE

- A. The Contractor, prior to submitting this proposal, shall visit the site of the said Work and familiarize himself with the location and conditions affecting the Work thereon and/or therein. No allowance will be granted because of lack of knowledge of such conditions.
- B. The Contractor shall take photographs and/or videos of the project area prior to beginning construction.

##### 1.02 INCIDENTAL WORK

- A. Incidental Work shall include all Work not particularly specified or that which may be specified and not provided for in a basis for payment, that is of an incidental or temporary nature, and required in order to safely and satisfactorily carry out the intent of the Work as indicated on the drawings and in the specifications. The cost of such Work shall be merged with and included in the prices bid under all items of Work.

##### 1.03 BID ALLOWANCES

- A. It is understood that contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to OWNER and ENGINEER. Contractor agrees that:
  - 1. The unit price for extras and credits includes all costs for materials and installation, complete, and ready for use by OWNER.
  - 2. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual quantities and amounts due Contractor according to the Unit Price Schedule for Extras and Credits on account of Work covered by allowances. The Contract Price shall be correspondingly adjusted.

END OF SECTION

## SECTION 01040

### COORDINATION

#### PART I – GENERAL

The requirements of the Contract Documents, including the General Conditions, the Supplementary Conditions and Division I - General Requirements apply to this section, except as modified herein.

##### 1.01 COORDINATION OF WORK

- A. The Contractor shall be responsible for the general coordination of the entire project. The Contractor shall be responsible to advise and coordinate the phases of work with their subcontractors and their suppliers.
- B. The contractor has primary responsibility for coordinating their work with utilities after contract award. The contractor shall communicate directly with the utilities regarding any utility work necessary to maintain the contractor's schedule and prevent project construction delays. The contractor shall notify the residents of any issues.

##### 1.02 COOPERATION WITH OTHER CONTRACTORS

- A. The Contractor shall work in harmony with other contractors, or with OWNER's forces engaged in collateral work. In case of dispute, the decision of the ENGINEER shall be final and binding upon the parties affected.

##### 1.03 UTILITY COORDINATION

###### A. UTILITY PROTECTION

- 1. It shall be the responsibility of the Contractor to protect all utilities that are encountered in his work operations. The Contractor shall contact utilities to determine their procedure and schedule for supporting and/or relocating poles and shall notify any above ground utility such as electric and telephone companies to relocate or reinforce any poles, ties or anchors which may be on or near the line of the proposed utility or weakened by excavation for the proposed utility or within road construction grading limits. All costs of protecting existing utilities; such as tunneling, sheathing, bracing or relocation including utility company bracing and relocation charges shall be considered incidental to utility construction.

B. UTILITY NOTIFICATION

1. The locations of utilities shown are from existing records and/or field locations and may not be complete or accurate. The Contractor shall contact Digger's Hotline at 800.242.8511, as well as other utilities not served by Digger's Hotline but having facilities in the work area, at least three (3) full business days prior to construction to notify the utilities to locate their underground facilities.
2. The Contractor shall coordinate his work operations with the utility companies and resolve any conflicts that may exist. Depths and heights should be verified by the Contractor prior to construction.
3. A preconstruction meeting will be held to coordinate the work operations of the Contractor and the utility companies and resolve any conflicts that may exist. All adjustments are to be made by the respective utility unless otherwise specified herein.
4. Utility Contacts.
  1. Digger's Hotline (800) 242-8511
  2. VILLAGE OF BROWN DEER  
Attn: Matthew Maederer (414) 357-0120

1.04 HOMEOWNER AND BUSINESS NOTIFICATION

- A. The Contractor shall notify all residents and businesses affected by this construction at least 48 hours prior to any service disruption affecting their service connection. The Contractor shall make every effort to maintain service usage throughout the duration of the project. The Contractor may need to adjust their schedule to accommodate businesses that require a service connection during normal business hours.

1.05 NOTICE TO START WORK

- A. Contractor shall notify all appropriate governmental and regulatory units, including emergency services departments, at least four (4) working days prior to his commencing operations of his intent to start Work.
- B. Contractor shall notify the OWNER, the ENGINEER, and all utilities and/or underground facilities locators whose property may be affected by the Contractor's operations at least three (3) working days prior to his commencing operations of his intent to start Work.

- C. Contractor shall notify the OWNER at least three (3) working days prior to his commencing operations of his intent to start Work. Continuing notice shall be given to the OWNER each time construction is resumed after shutdown.

END OF SECTION

## SECTION 01060

### REGULATORY REQUIREMENTS

#### PART I – GENERAL

The requirements of the Contract Documents, including the General Conditions, the Supplementary Conditions and Division I - General Requirements apply to this Section except as modified herein.

##### 1.01 PERMITS, EASEMENTS, AND LICENSES

- A. No permits, easements, or licenses are anticipated for this project.

##### 1.02 COMPLIANCE WITH LAWS

- A. The Contractor, his agents and employees, shall at all times observe and comply with all Federal and State Laws, local laws, ordinances, codes and regulations which in any manner affect the conduct of the work and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the work. Contractor shall protect and hold harmless the OWNER, the ENGINEER, and their representatives, against any claim or liability arising from the violation of any such law, ordinance, code, regulation or order.
- B. In particular, Contractor shall comply with all local ordinances regulating noise levels, dust, mud, roadway load limits and barricades/warning devices required at the site.

##### 1.03 POLLUTION CONTROL

- A. Observe Laws and Regulations for environmental pollution and protection of environment. Do not pollute any wetland, lake, river, stream or other watercourse by dumping refuse, rubbish, debris or dredged material therein.
- B. Protect sewers. Prevent construction materials, earth and debris from entering facilities.
- C. Prevent contamination and the impairment of existing potable water facilities and piping both public and private.
- D. Legally dispose of surplus excavated material and other waste material resulting from Work. Make arrangements and pay costs in connection with disposal of such materials. Do not burn material or trash on Site.

END OF SECTION

## SECTION 01025

### MEASUREMENT AND PAYMENT

#### 1.01 DESCRIPTION

The items listed below beginning with Paragraph 1.03, refer to and are the same pay items listed in the Bid Form. They constitute all of the pay items for the completion of the Work. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, services, field offices, job signs, sanitary requirements, testing, safety devices, water supplies, power, maintaining traffic, bonds, insurance, and all other requirements of the General Conditions and Supplementary Conditions.

The prices submitted by the Contractor, shall include all costs of permits, labor, equipment and materials necessary for furnishing and installing re-lined pipe in accordance with these specifications. All items of work not specifically mentioned herein which are required, by the contractor, to make the product perform as intended and deliver the final product as specified herein shall be included in the respective lump sum and unit prices bid.

#### 1.02 ENGINEER'S ESTIMATE OF QUANTITIES

ENGINEER's estimated quantities for unit price pay items, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. The OWNER does not expressly or by implication agree that the nature of the materials encountered below the surface of the ground or the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as the OWNER may deem necessary. Contractor will not be entitled to any adjustment in a unit bid price as a result of any change in an estimated quantity and agrees to accept the aforesaid unit bid prices as complete and total compensation for any additions or deductions caused by a variation in quantities as a result of more accurate measurement, or by any changes or alterations in the Work ordered by the OWNER, and for use in the computation of the value of the Work performed for progress payments.

#### 1.03 CONTRACT BID ITEMS

##### 1. TRAFFIC CONTROL AND PROTECTION

The bid item for traffic control and protection shall include all materials, equipment, tools, and labor necessary for the installation and removal of the traffic measures required to allow safe construction of the improvements included in this Contract in accordance with the Manual on Uniform Traffic Control Devices, including but not limited to flag persons, barricades, and signage. Traffic Control and Protection shall be paid for on a lump sum basis, prorated per job progress.

2.-3. RE-LINED SANITARY SEWER PIPE – 8-INCH AND RE-LINED SANITARY SEWER PIPE – 12-INCH

The bid item for sanitary sewer pipe re-lining shall include all materials, equipment, tools, labor, preparation, installation, cleaning, pre and post construction televising, mobilization and demobilization, service lateral reinstatements; all work required for the submittal of the Performance Work Statement, product data, the Safety Plan, the QCP, and As-Built Drawings; sampling and testing, and all quality assurance for this item as specified. This bid item shall also include removal and disposal of debris from sewer line prior to installation. Debris removal includes mineral deposits, roots, and other debris.

Sanitary sewer lining shall be paid for on a lineal foot basis measured along the length of the sanitary sewer main from center of manhole to center of manhole for each size sewer re-lined.

4. BYPASS PUMPING

The bid item for bypass pumping shall include all materials, equipment, tools, labor, and submittals necessary to complete this item. Bypass pumping shall be paid for on a lump sum basis.

5. TEST AND SEAL LATERAL CONNECTIONS

The bid item for test and seal lateral connection shall include all materials, equipment, tools, and labor necessary to complete all work as specified. All active service laterals in the lengths of sewer designated on the Exhibits shall be pressure tested with chemical grout or air to determine if sealing is necessary. Cleaning shall be considered incidental and included in the unit price of the bid. The cost of retesting sewer services shall be considered incidental and included in the Unit Price Bid for testing and sealing lateral connections. The Contractor shall be paid for all laterals successfully sealed, including the laterals that initially failed the pressure testing and were sealed and retested. Test and seal lateral connection shall be paid for on a per each basis.

END OF SECTION

## SECTION 01200

### PROJECT MEETINGS

#### PART I – GENERAL

The requirements of the Contract Documents, including the General Conditions, the Supplementary Conditions and Division I - General Requirements apply to this Section except as modified herein.

##### 1.01 PRECONSTRUCTION MEETING

A preconstruction conference shall be held after the time of the contract award and before the notice to proceed to discuss the responsibility of each party in the project and to clarify any questions. A representative of the resident inspection staff shall preside over the conference.

- A. The Contractor, ENGINEER, OWNER, subcontractors, and utility representatives shall attend a preconstruction meeting at the Village Hall prior to commencing work on the site. The Contractor will be advised of the exact date, time and location of the meeting by the ENGINEER, and will be moderated by the ENGINEER.
- B. The meeting shall be attended by someone having the authority to make informed commitments for the Contractor.
- C. The Contractor's representative shall be prepared to present a tentative construction schedule setting out target dates for completion of key elements. He shall also have a rough sketch showing the location of the Contractor's material storage points. He shall have the name of the foreman who will be staffing the project for the Contractor, and a name and telephone number of a 24-hour contact in case of an after-hours emergency.
- D. The agenda will include, but not be limited to:
  - 1. Review of bonds and insurance certificates.
  - 2. Submission of list of Subcontractors, list of products, proposed construction schedule, traffic control plan, equipment and material storage plan, and emergency contact list.
  - 3. Designation of personnel representing the parties in Contract and the ENGINEER.
  - 4. Procedures and processing of field decisions, submittals, and substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.

5. Tentative construction schedule setting out target dates for completion of key elements.
6. Use of premises by OWNER and Contractor.
7. Security and housekeeping procedures.
8. Procedures for maintaining record documents.
9. Liquidated damages.
10. Project safety.
11. Project coordination meeting schedule.

## 1.02 COORDINATION MEETINGS

- A. The Contractor shall attend project coordination meetings, which shall be held throughout the progress of the work at intervals set during the preconstruction conference. There are no pre-planned coordination meetings scheduled.
- B. Project meetings shall be attended by all contractors and major subcontractors. The purpose of the meetings will be to coordinate work schedule, review the project progress and address any other matters that may need to be discussed.
- C. A suggested agenda would include but not be limited to the following subjects:
  1. Review of work progress.
  2. Review of submittals schedule and status of submittals.
  3. Maintenance of progress schedule.
  4. Other business.

END OF SECTION

## SECTION 01300

### SUBMITTALS

#### PART I – GENERAL

The requirements of the Contract Documents, including the General Conditions, the Supplementary Conditions and Division I - General Requirements apply to this Section except as modified herein.

##### 1.01 PRODUCT SUBMITTALS

- A. Submit information requested under each Section, if applicable.
- B. Contractor shall submit copy to the ENGINEER for review and approval. The Contractor shall not proceed until the OWNER's approval is given.
- C. In the event a substitution is approved, the OWNER will require from the Contractor a credited deduction from the Contract amount equal to any savings in material cost resulting from use of the proposed substitute.

##### 1.02 SHOP DRAWINGS

- A. Shop drawings and/or Manufacturer's Product Data Submittals are required only if the product or method of construction is different from that specified or shown in the Exhibits.
- B. Contractor shall submit four (4) copies to the ENGINEER for review and approval. Number each submittal with its associated Specification section number. For subsequent resubmittals add a decimal. The Contractor shall not proceed until the OWNER's approval is given.
- C. In the event such substitution is approved, the OWNER will require from the Contractor a credited deduction from the contract amount equal to any savings in material cost resulting from use of the proposed substitute.

##### 1.03 TRAFFIC CONTROL PLAN

- A. Contractor shall make every effort to submit a traffic control plan to the ENGINEER prior to or at the preconstruction meeting. If the Contractor is not able to submit the traffic control plan at that time, the Contractor shall submit the plan for approval no less than two weeks prior to construction commencing.

#### 1.04 ALTERNATE MATERIALS AND SYSTEMS

- A. The Contractor may furnish alternate materials in place of those specified in these Special Provisions where “or equal” is stated and when the following provisions have been complied with.
  
- B. If the Contractor wishes to substitute an alternate material or system as an “equal” to the material or system specified, he shall first submit a detailed description of such to the ENGINEER and OWNER for their review and approval/disapproval. The Contractor shall not install any alternate materials or use an alternate system prior to receiving OWNER approval for their use. Only those materials listed in these Special Provisions or approved as alternates may be used on the project.

END OF SECTION

## SECTION 01400

### QUALITY CONTROL

#### PART I – GENERAL

The requirements of the Contract Documents, including the General Conditions the Supplementary Conditions and Division I - General Requirements apply to this Section except as modified herein.

##### 1.01 CONTRACTOR'S RESPONSIBILITY

- A. The Contractor shall assume complete and sole responsibility for the quality of work. If changes or adjustments are recommended by the Contractor, they may be made only upon written approval of the ENGINEER.
- B. The Contractor shall assume full responsibility for the furnishing of uniform and satisfactory materials.
- C. Contractor is responsible for the accuracy, fitting and protection of all Work. Verify measurements, locations, and quantities before proceeding with installations.
- D. As a condition of acceptance, Contractor shall arrange, conduct, and pay for tests necessary to demonstrate satisfactory performance of equipment and materials installed under the Contract Documents. Make adjustments, repairs and corrections necessary to meet the requirements of the Specifications including the instructions of the supplier of any piece of equipment or material.
- E. Follow manufacturer's installation instructions.

##### 1.02 AUTHORITY OF ENGINEER

- A. All work shall be done in compliance with the contract Documents. The ENGINEER shall decide all questions which shall arise as to the quality and acceptability of materials furnished, work performed, workmanship, rate of progress of work, interpretation of the Exhibits and specifications acceptable fulfillment of the contract, compensation, and disputes and mutual rights between Contractors under the specifications. He shall determine the amount of work performed and materials furnished.
- B. Failure or negligence on the part of the ENGINEER to condemn or reject substandard or inferior work or materials shall not be construed to imply an acceptance of such work or materials, if it becomes evident at any time prior to the final acceptance of the work by the OWNER. Neither shall it be construed as barring the OWNER, at any subsequent time, from the recovery of damages or of such a sum of money as may be

needed to build anew all portions of the substandard or inferior work or replacement of improper materials wherever found.

### 1.03 AUTHORITY AND DUTIES OF INSPECTORS

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

### 1.04 INSPECTION

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

### 1.05 WORKMANSHIP

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work required to complete this project. The Contractor shall use skilled workers specifically trained, and certified as required by law, to perform this work.
- B. All workmanship shall conform to the best standard practice. Unless otherwise specified, the specifications or recognized association of manufacturers and contractors or industrial manufacturers shall be used as guides for the standards of workmanship.
- C. All exposed items of work shall present a neat workmanlike appearance and shall be as true to shape and alignment as possible to obtain with measuring or leveling instruments generally used in the respective types of work. Items of work shall be sound and fully protected against damage and premature deterioration. It is specifically

understood that in all questions of quality and acceptability of workmanship, the contractor agrees to abide by the decision of the ENGINEER.

#### 1.06 DEFECTIVE MATERIALS

- A. All materials and workmanship not conforming to the requirements of the Contract Documents shall be considered as defective, and all such materials, whether in-place or not, shall be rejected and shall be removed from the work by the Contractor at his expense. Upon failure on the part of the Contractor to comply with any order of the OWNER relative to the provisions of this article, the OWNER shall have the authority to remove and replace such defective material and to deduct the cost of removal and replacement from any monies due or which may become due the Contractor.

#### 1.07 SPECIFICATIONS TO BE AVAILABLE

- A. The Contractor shall keep a legible copy of the Exhibits, Specifications and all permits at the site of the work at all times. Specifications shall include:
  - 1. R.A. Smith National, Inc. Project Manual for 2015 Sanitary Sewer Re-lining;
  - 2. “Standard Specifications”;
  - 3. “State Specifications”; and
  - 4. Other documents pertaining to the project.
- B. Utility Construction.
  - 1. The “Standard Specifications for Sewer and Water Construction in Wisconsin”, Sixth Edition, December 22, 2003, with Addendum No. 1 and Addendum No. 2, will govern all utility work performed on this project and hereinafter will be referred to as the “Standard Specifications”.
    - a. Delete Part I, General Conditions, from the “Standard Specifications”.
- C. Miscellaneous Construction.
  - 1. The State of Wisconsin, Department of Transportation, “Standard Specifications for Highway and Structure Construction”, 2015 Edition, and all “Interim Supplemental Specifications”, will govern all miscellaneous work performed on this project and hereinafter will be referred to as the “State Specifications”.
    - a. Delete Part I, General Requirements and Covenants, from the “State Specifications”, except those sections specifically referenced in these Special Provisions.

- b. All references to the "Department" or "State" (The "Department" of Transportation of the "State" of Wisconsin) shall be interpreted to mean the OWNER.
  - c. All references to metric unit(s) shall be converted to their nearest whole equivalent English unit(s) (U.S. Standard) in accordance with the conversion tables shown on pages 665 through 668 of the "State Specifications". Any necessary adjustments or interpretations shall be made by the ENGINEER.
- D. In the event of a discrepancy between these "Special Provisions" and either the "Standard Specifications" or the "State Specifications", these "Special Provisions" shall govern.
- E. Copies of the "Standard Specifications for Sewer and Water Construction in Wisconsin", Sixth Edition, may be obtained for \$45.00 each, plus \$7.50 shipping, upon request to:
- Public Works Industry Improvement Program  
2835 N. Mayfair Road, Suite 35  
Milwaukee, WI 53222
- Phone: (414) 778-1050
- F. The "Standard Specifications for Highway and Structure Construction", Current Edition, may be viewed for free via the internet at the following website:
- <http://roadwaystandards.dot.wi.gov/standards/stndspec/index.htm>
- G. Hard copies or CDs of the "Standard Specifications for Highway and Structure Construction," Current Edition, may be ordered from WisDOT by downloading their order form available at the following website:
- <http://roadwaystandards.dot.wi.gov/standards/stndspec/hidden/order/index.htm>

#### 1.08 ADAPTION OF EQUIPMENT AND MATERIALS

- A. Any and all changes to specified products shall be approved by the ENGINEER. Equipment and materials shall be designed and constructed for installation and operation as shown on the Exhibits. It is the responsibility of the Contractor to familiarize himself with the layout, available space, required operation and associated piping and structures. No responsibility for alteration of a planned structure to accommodate other types of equipment will be assumed by the OWNER. Equipment or materials which requires alteration of the structures will be considered only if the Contractor assumes all responsibility and costs for making and coordinating all necessary alterations.

- B. In the event of a conflict between the project Exhibits and these Specifications, the Contractor shall contact the ENGINEER immediately for a resolution before continuing with construction of project.

END OF SECTION

## SECTION 01500

### CONSTRUCTION FACILITIES

#### PART I – GENERAL

The requirements of the Contract Documents, including the General Conditions the Supplementary Conditions and Division I - General Requirements apply to this section except as modified herein.

##### 1.01 MAINTAINING OPERATIONS OF EXISTING FACILITIES

- A. During the scheduling and progress of Work, conduct operations to not impair the operations of existing facilities. Allow the OWNERS to maintain normal operation of their facilities.
- B. Where any existing facility or portion thereof is to be connected to or modified as a part of Work, take measures necessary to maintain existing facility in proper continuous operation. Where existing facilities are scheduled to be abandoned or replaced in connection with Work, keep such facilities in service until new facilities are completed and approved for operation.
- C. Provide safe and appropriate access at all times.
- D. Exercise care to preserve and protect trees, shrubs, lawns, fencing and other existing features designated to remain. Pay for reparations.

##### 1.02 CONSTRUCTION DEBRIS

- A. The Contractor shall at all times keep the site of the work, including all private or public property involved in or adjacent to the work, free from any rubbish, surplus or waste materials deposited by persons engaged in the work or which have accumulated as a result of the work.
- B. The Contractor shall remove all surplus materials, tools, equipment or plant, leaving the site of the work and all portions of the finished work clean, unobstructed and ready for use before the work will be considered completed. After written notification, the ENGINEER may have removed from the site of the work all rubbish, surplus or waste materials which the Contractor has neglected or refused to remove and deduct the costs of such removal from any monies due the Contractor.
- C. The OWNER or his representative shall have the right to regulate the work in order to control objectionable dust, mud, or other nuisances in or adjacent to the area of the development site.

- D. The Contractor shall be responsible for immediate removal of snow from those sections of the work that are under this control.

#### 1.03 STORAGE OF MATERIALS AND EQUIPMENT

- A. Materials and equipment are to be neatly and compactly placed along or near the site in such manner as to cause the least inconvenience to the property OWNERS and insure the safety of the general public. Materials shall not be placed within 20 feet of any hydrant, pedestrian crossing or intersection.

#### 1.04 ACCESS

- A. The OWNER and his representatives shall have access to the site all times. Other contractors, subcontractors, and material suppliers shall have access to the site at all times.
- B. Where such permanent access must be disrupted by this Contractor's operations, temporary access shall be provided by the Contractor in such a manner as to allow construction equipment and materials to ingress and egress the site.
- C. The Contractor shall neither shut off nor unnecessarily interfere with either pedestrian or vehicular access to adjacent property without the consent of the ENGINEER. Contractor shall notify residential property OWNERS at least 24 hours, and business OWNER at least 48 hours in advance of an access restriction.
- D. If absolutely necessary, after obtaining approval from the ENGINEER, and giving notice to adjacent properties, appropriate governmental units and emergency services, public roads may be closed to through-traffic only during actual working hours. The roads shall be opened to vehicular traffic with temporary measures if necessary, during evening hours and over weekends/holidays. Emergency vehicle access shall be maintained at all times.

#### 1.05 PROTECTION FROM DAMAGE AND CORRECTION

- A. During performance and up to the completion date of work, the Contractor shall be under an absolute obligation to safeguard from and be solely responsible for all damage resulting from his work operations to water, gas, steam or drain pipes, street and house sewers, house services, catch basins, manholes, conduits, cables, hydrants, valves and stop boxes, light poles, street lighting, cables and transformers, traffic signals, traffic and street signs, fire and police alarm boxes, mail boxes or any other privately or publicly owned existing installation or structure. He shall also safeguard from and be solely responsible for damage to pavements, sidewalks, curbs, gutter, trees, shrubbery, or lawns which are scheduled to remain.
- B. The Contractor shall be required to replace any and all damaged pavement, stone shoulders, concrete curb and gutter, driveways, sidewalks, mail boxes, privately owned

shrubs and trees, etc., as a result of his construction operation, unless otherwise indicated on the Exhibits.

1. All material for restoration shall be of at least equal quality and/or workmanship to that which was damaged unless specifically required, otherwise by the Exhibits or other sections of the specifications.
  2. Damaged concrete pavements and driveways, sidewalks and curb and gutter shall be removed and replaced to existing joints unless otherwise approved by the OWNER.
  3. Restoration of pavements damaged by normal truck hauling operations; i.e., hauling within approved weight and speed limits and exercising reasonable care while starting, stopping or turning vehicles, will not be the responsibility of the Contractor. This provision does not apply to pavement damaged by truck wheels during loading or unloading operations.
  4. The Contractor shall relocate all mailboxes, including those not damaged or disturbed by his operations, to meet U.S. Postal Service Requirements.
  5. The cost for said restoration shall be considered incidental to construction.
- C. The Contractor will be required to protect from damage or dislocation all manhole and inlet frames, valve boxes and hydrants, until final completion of his scheduled Work. Upon completion, the Contractor shall request the ENGINEER to join him in a final inspection to verify the condition of all frames and boxes. No claims for extra compensation will be entertained as a result of broken or dislocated frames, boxes or hydrants prior to the final inspection.
- D. Correction of Minor Replacement Problems.
1. Any minor construction related replacement or restoration problems, brought to the Contractor's attention, shall be corrected within 24 hours or this work may be done by Village personnel with the cost deducted from monies owed the Contractor.
  2. Minor problems might include: driveway access restrictions caused by rutting, settling, or other maintenance problems.

#### 1.06 HANDLING AND PROTECTION

- A. Protect materials against damage during shipping and until the time of OWNER's possession of Work. After installation, protect materials from damage during subsequent construction activities. Repair or replace damaged Work as requested by ENGINEER.

END OF SECTION

## SECTION 01700

### CONTRACT CLOSEOUT

#### PART I – GENERAL

The requirements of the Contract Documents, including the General Conditions, the Supplementary Conditions and Division I - General Requirements apply to this Section except as modified herein.

##### 1.01 CLEAN-UP AND FINAL INSPECTION

- A. The Contractor shall have thorough and systematic clean-up operations follow closely behind the construction work. He shall, at his own expense, remove and properly dispose of all water, dirt rubbish or any other foreign substances. The Contractor shall contact the ENGINEER to schedule a walk through prior to leaving the site. Any defects of any nature whatsoever shall be promptly corrected at his own expense. Notice to begin final cleaning and repairs, if such is needed, will be given by the ENGINEER and shall be complied with by the Contractor. The ENGINEER will make an inspection of the work during the progress of final cleaning and repairing of any work so inspected shall be kept clean by the Contractor until the final inspection by the ENGINEER and the acceptance of the entire work. When the Contractor has finally cleaned and repaired the work, he shall notify the ENGINEER that he is ready for a final inspection and the ENGINEER will thereupon inspect the work. If the work is not found satisfactory, the ENGINEER may require further cleaning and repairing and when these are completed, will again inspect the work. In no case will the job be considered complete until the Contractor has complied with all the requirements set forth and the ENGINEER has made his final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily constructed in accordance with the Exhibits and specifications and that such work is ready for acceptance by the OWNERS.

##### 1.02 RESTORATION

- A. The Contractor is responsible for lawn replacement and landscaping repairs arising from damage due to their work. All such areas encountered shall be replaced in kind and considered incidental to the Contract.

##### 1.03 PROTECTION OF FINISHED CONSTRUCTION

- A. The Contractor shall assume the responsibility for the protection of all finished construction until accepted by the OWNER. The Contractor shall repair and restore any and all damage to finished work to the satisfaction of the ENGINEER

#### 1.04 GUARANTEE

- A. The Contractor shall be liable for the acceptable condition of all work, both during construction and throughout the guarantee period. The guarantee period to be for a period of one (1) year shall commence on the date of completion as evidenced by final payment by the OWNER. Should any defect appear either during construction or the guarantee period, the Contractor shall in conformance to a written order from the OWNERS, make the required repairs or replacement at his own expense.

#### 1.05 PARTIAL PAYMENT

- A. In accordance with the STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT, the Contractor shall submit to the OWNER or his designated representative, an application for partial (progress) payment.
- B. The basis for the payment shall be the unit prices contained in the Contractor's proposal or such other schedule of values agreed upon between the OWNER and the Contractor as applied to the actual quantities of Work installed.
- C. The payment amount shall be reduced by the amount of the retainage set forth in the contract agreement.

#### 1.06 FINAL PAYMENT

- A. When the project has been finally accepted by the OWNER, the Contractor shall submit to the OWNER or his designated representative, an application for final payment in accordance with the STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT.
- B. The Contractor's application shall include the final estimate of the quantities and the various classes of work. When the ENGINEER has verified and accepted the quantities of Work, the Contractor shall be paid the entire sum found to be due after deducting all previous payments and all amounts to be deducted under the provisions of the Contract. The final quantities will be determined by the ENGINEER.
- C. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.
- D. The acceptance by the Contractor of the "Final Payment" provided for in the contract shall operate as, and shall be, a release to the OWNER and its representatives from all claims by the Contractor for anything done or furnished for or relating to the Work, or for any act or neglect of the OWNER or of any person relating to or affecting the Work.
- E. Contractor must provide a copy of insurance for correction period duration.
- F. Contractor must provide surety of payment.

- G. Contractor must provide original copies of final waivers of liens from both suppliers and sub-contractors.
- H. If Wage Rates are required, Contractor must provide copy of Wage Rate Affidavit supplied in these Contract Documents

END OF SECTION

## SECTION 02750

### SANITARY SEWER LINING

#### PART 1 – GENERAL

- A. This Section includes the minimum requirements for the rehabilitation of sanitary sewer pipelines by the installation of sanitary sewer lining, hereinafter referred to as Cured-In-Place Pipe (CIPP), within the existing defective pipe as shown on the Exhibits that are included as part of these contract documents.
- B. The rehabilitation of pipelines shall be done by the installation of a resin-impregnated flexible tube which, when cured, shall be continuous and tight-fitting throughout the entire length of the original pipe. The CIPP shall extend the full length of the original pipe and provide a structurally sound, joint-less and water-tight new pipe within a pipe. The Contractor is responsible for proper, accurate and complete installation of the CIPP using the system selected by the Contractor.
- C. Neither the CIPP system, nor its installation, shall cause adverse effects to any of the Owner's processes or facilities. The use of the product shall not result in the formation or production of any detrimental compounds or by-products at the receiving wastewater treatment plant. The Contractor shall notify the Owner and identify any by-products produced as a result of the installation operations, test and monitor the levels, and comply with any and all local waste discharge requirements. The Contractor shall cleanup, restore existing surface conditions and structures, and repair any of the CIPP system determined to be defective. The Contractor shall conduct installation operations and schedule cleanup in a manner to cause the least possible obstruction and inconvenience to traffic, pedestrians, businesses, and property owners or tenants.

#### 1.01 DESCRIPTION OF WORK AND PRODUCT DELIVERY

- A. This Section covers all work necessary to furnish and install, the (CIPP). The Contractor shall provide all materials, labor, equipment, and services necessary for cleaning and television inspection of sewers to be lined, liner installation, reconnection of service connections, all quality controls, provide samples for performance of required material tests, final television inspection, testing of lined pipe system and warranty work, all as specified herein.
- B. The product furnished shall be a complete CIPP system including all materials, applicable equipment and installation procedures. All CIPP systems or multi-component products will be required to meet the submittal requirements as contained herein.

- C. The CIPP shall be continuous and joint-less from manhole to manhole or access point to access point and shall be free of all defects that will affect the long term life and operation of the pipe.
- D. The CIPP shall fit sufficiently tight within the existing pipe so as to not leak at the manholes, at the service connections or through the wall of the installed pipe. If leakage occurs at the manholes or the service connections the Contractor shall seal these areas to stop all leakage using a material compatible with the CIPP as directed by the Engineer and Owner. If leakage occurs through the wall of the pipe the liner shall be repaired or removed as recommended by the CIPP manufacturer. Final approval of the liner installation will be based on a leak tight pipe.
- E. The CIPP shall be designed for a life of 50 years or greater.
- F. The CIPP shall be designed as a fully structural stand-alone pipe-within-a-pipe. The installed CIPP shall meet or exceed all contract specified physical properties, fitting tightly within the existing pipe all within the tolerances specified. The installed CIPP shall withstand all applicable surcharge loads (soil overburden, live loads, etc.) and external hydrostatic (groundwater) pressure, if present, for each specific installation location.
- G. The installed CIPP shall have a long term (50 year) corrosion resistance to the typical chemicals found in domestic sewage.
- H. All existing and confirmed active lateral connections to be reinstated as directed by the Owner shall be re-opened robotically to their original shape and to 95% of their original capacity. All over-cut service connections will be properly repaired to meet the requirements of these specifications.
- I. All materials furnished, as part of this contract shall be marked with detailed product information, stored in a manner specified by the manufacturer and tested to the requirement of this contract.
- J. Testing and warranty inspections shall be executed by the Engineer and Owner. Any defects found shall be repaired or replaced by the Contractor.
- K. The Contractor shall furnish all samples for product testing at the request of the Engineer and Owner. The Owner shall take possession of the samples for testing and shall maintain the chain of custody, deliver the samples to an approved laboratory and pay for all material and product testing performed under this contract.

## 1.02 REFERENCES

- A. The following documents form a part of this specification to the extent stated herein and shall be the latest editions thereof. Where differences exist between codes and

standards, the requirements of these specifications shall apply. All references to codes and standards shall be to the latest revised version.

ASTM F2019 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-in-Place Resin Pipe (CIPP)

ASTM - F1216 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube

ASTM - F1743 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pull in and inflate and Curing of a Resin-Impregnated Tube

ASTM - D543 Standard and Practice for Evaluating the Resistance of Plastics to Chemical Reagents

ASTM D578 Standard Specification Glass Fiber Strands

ASTM - D638 Standard Test Method for Tensile Properties of Plastics

ASTM - D790 Standard Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials

ASTM - D792 Standard Test Methods for Density and Specific Gravity of Plastics by displacement.

ASTM - D2122-98(2004) Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings

ASTM F2561 - 06 Standard Practice for Rehabilitation of a Sewer Service Lateral and Its Connection to the Main Using a One Piece Main and Lateral Cured-in-Place Liner

ASTM - D2990 Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics

ASTM - D3567-97(2002) Standard Practice for Determining Dimensions of Fiberglass (Glass-Fiber-Reinforced Thermosetting Resin) Pipe and Fittings

ASTM - D3681 Standard Test Method for Chemical Resistance of "Fiberglass (Glass Fiber Reinforced Thermosetting Resin) Pipe in a Deflected Condition

ASTM - D5813 Standard Specification for Cured-in Place Thermosetting Resin Sewer Pipe

### 1.03 PROJECT CONDITIONS

- A. View site prior to bid opening to determine obstructions or site conditions which may affect Work. A copy of the existing sanitary sewer televising can be obtained from Engineer in DVD format.

### 1.04 PERFORMANCE WORK STATEMENT (PWS) SUBMITTAL

- A. The Contractor shall submit to the Owner, a Performance Work Statement (PWS) at the pre-construction meeting, which clearly defines the CIPP product delivery in conformance with the requirements of these contract documents. Unless otherwise directed by the Engineer and Owner, the PWS shall at a minimum contain the following:
  1. Clearly indicate that the CIPP will conform to the project requirements as outlined in the Description of Work and as delineated in these specifications.
  2. A detailed installation plan describing all preparation work, cleaning operations, pre-CCTV inspections, by-pass pumping, traffic control, installation procedure, method of curing, service reconnection, quality control, testing to be performed, final CCTV inspection, warranties furnished and all else necessary and appropriate for a complete CIPP liner installation. A detailed installation schedule shall be prepared, submitted and conform to the requirements of this contract.
  3. Contractor's description of the proposed CIPP lining technology, including a detailed plan for identifying all active service connections maintaining service, during mainline installation, to each home connected to the section of pipe being lined, including temporary service if needed.
  4. A description of the CIPP materials to be furnished for the project. Materials shall be fully detailed in the submittals and conform to these specifications and/or shall conform to the pre-approved product submission.
  5. A statement of the Contractor's experience. The Contractor shall be ISO certified and have a minimum of five (5) years of continuous experience installing CIPP liners in pipe of a similar size, length and configuration as contained in this contract. A minimum of 150,000 linear feet of shop wet-out liner installation is required and minimum of 6 onsite wet-out installations are required as specifically applicable to this contract. The lead personnel including the superintendent, the foreman and the lead crew personnel for the CCTV inspection, resin wet-out, the CIPP liner installation, liner curing and the robotic service reconnections each must have a minimum of five (5) years of total experience with the CIPP technology proposed for this contract and must have demonstrated competency and experience to perform the scope of

work contained in this contract. The name and experience of each lead individual performing work on this contract shall be submitted with the PWS. Personnel replaced by the contractor, on this contract, shall have similar, verifiable experience as the personnel originally submitted for the project.

6. Engineering design calculations, in accordance with the Appendix of ASTM F-1216, for each length of liner to be installed including the thickness of each proposed CIPP. It will be acceptable for the Contractor to submit a design for the most severe line condition and apply that design to all of the line sections. These calculations shall be performed and certified by a qualified Professional Engineer. All calculations shall include data that conforms to the requirements of these specifications or has been pre-approved by the Engineer.
7. Proposed manufacturers technology data shall be submitted for all CIPP products and all associated technologies to be furnished.
8. Submittals shall include information on the cured-in-place pipe intended for installation and all tools and equipment required for a complete installation. The PWS shall identify which tools and equipment will be redundant on the job site in the event of equipment breakdown. All equipment, to be furnished for the project, including proposed back-up equipment, shall be clearly described. The Contractor shall outline the mitigation procedure to be implemented in the event of key equipment failure during the installation process.
9. A detailed description of the Contractor's proposed procedures for removal of any existing blockages in the pipeline that may be encountered during the cleaning process.
10. A detailed public notification plan shall be prepared and submitted including detailed staged notification to residences affected by the CIPP installation.
11. An odor control plan shall be submitted, by the contractor, that will ensure that project specific odors will be minimized at the project site and surrounding area.
12. Proposed plan for bypassing sewage during liner installation.

#### 1.05 SUBMITTALS

- A. Certified test results from the manufacturers that indicate all materials conform to the applicable requirements as specified within these Special Provisions.
- B. Fabric Tube – including the manufacturer and description of product components.

- C. Flexible membrane (coating) material – including recommended repair (patching) procedure if applicable.
- D. Raw Resin Data - including the manufacturer and description of product components.
- E. Manufacturers’ shipping, storage and handling recommendations for all components of the CIPP System.
- F. All MSDS sheets for all materials to be furnished for the project.
- G. Residential Informational Handout – The Contractor shall submit an informational hand out that describes the materials, processes, installation, pressures, temperature limitations, and odors associated with the lining process that shall be provided at the request of concerned residents.
- H. Post-lining submittals:
  - 1. Testing results.
  - 2. CCTV portable hard drives and reports (pre and post-lining).
- I. Tube wet-out and cure method including:
  - 1. A complete description of the proposed wet-out procedure for the proposed technology.
  - 2. The Manufacturer’s recommended cure method - for each diameter and thickness of CIPP liner to be installed. The PWS shall contain a detailed curing procedure detailing the curing medium and the method of application.
- J. Safety Plan in accordance with Subsection 1.06.C.
- K. Bypass Plan in accordance with Section 02760.
- L. Traffic Control Plan in accordance with Section 02860.

1.06 SAFETY

- A. The Contractor shall conform to all work safety requirements of pertinent regulatory agencies, and shall secure the site for the working conditions in compliance with the same. The Contractor shall erect such signs and other devices as are necessary for the safety of the work site.
- B. The Contractor shall perform all of the Work in accordance with applicable OSHA standards. Emphasis shall be placed upon the requirements for entering confined spaces and with the equipment being utilized for pipe renewal.

- C. The Contractor shall submit a proposed Safety Plan to the Owner, prior to beginning any work, identifying all competent persons. The plan shall include a description of a daily safety program for the job site and all emergency procedures to be implemented in the event of a safety incident. All work shall be conducted in accordance with the Contractor's submitted Safety Plan.

#### 1.07 QUALITY CONTROL PLAN (QCP)

- A. A detailed quality control plan (QCP) shall be submitted to the Owner that fully represents and conforms to the requirements of these specifications. At a minimum the QCP shall include the following:
  - B. A detailed discussion of the proposed quality controls to be performed by the Contractor.
  - C. Defined responsibilities, of the Contractor's personnel, for assuring that all quality requirements, for this contract, are met. These shall be assigned, by the Contractor, to specific personnel.
  - D. Proposed procedures for quality control, product sampling and testing shall be defined and submitted as part of the plan.
  - E. Proposed methods for product performance controls, including method of and frequency of product sampling and testing both in raw material form and cured product form.
  - F. A scheduled performance and product test result reviews between the Contractor and the Engineer and Owner at a regularly scheduled job meeting.
  - G. Inspection forms and guidelines for quality control inspections shall be prepared in accordance with the standards specified in this contract and submitted with the QCP.
  - H. The system manufacturer shall furnish a check list containing key elements of the CIPP installation criteria that is important for the Owners inspector to ensure that quality control and testing requirements are performed in accordance with the contract documents.

#### 1.08 CIPP REPAIR/REPLACEMENT

- A. Occasionally installations will result in the need to repair or replace a defective CIPP. The Contractor shall outline specific repair or replacement procedures for potential defects that may occur in the installed CIPP. Repair/replacement procedures shall be as recommended by the CIPP system manufacturer and shall be submitted as part of the PWS.

- B. Defects in the installed CIPP that will not affect the operation and long term life of the product shall be identified and defined.
- C. Repairable defects that may occur in the installed CIPP shall be specifically defined by the Contractor based on manufacturer's recommendations, including a detailed step-by-step repair procedure, resulting in a finished product meeting the requirements of these contract specifications.
- D. Un-repairable defects that may occur to the CIPP shall be clearly defined by the Contractor based on the manufacturer's recommendations, including a recommended procedure for the removal and replacement of the CIPP.

#### 1.09 AS-BUILT DRAWINGS

- A. As-Built drawings and pre and post inspection portable hard drives shall be submitted to the Owner by the Contractor within 2 weeks of final acceptance of said work. As-Built drawings will include the identification of the work completed by the Contractor and shall be prepared on one set of Contract Drawings provided to the Contractor at the onset of the project.
- B. As-Built drawings shall be kept on the project site at all times, shall include all necessary information as outlined in the PWS and shall be updated as the work is being completed, and shall be clearly legible.

#### 1.10 WARRANTY

- A. The materials used for the project shall be certified by the manufacturer for the specified purpose. The Contractor shall warrant the liner material and installation for a period of one (1) year. During the Contractor warranty period, any defect which may materially affect the integrity, strength, function and/or operation of the pipe, shall be repaired at the Contractor's expense in accordance with procedures included in Section 1.08 CIPP Repair/Replacement and as recommended by the manufacturer.
- B. On any work completed by the contractor that is defective and/or has been repaired, the contractor shall warrant this work for (1) year in addition to the warranty required by the contract.
- C. After a pipe section has been lined and for a period of time up to one (1) year following completion of the project, the Owner may inspect all or portions of the lined system. If it is found that any of the CIPP has developed abnormalities since the time of "Post Construction Television Inspection," the abnormalities shall be repaired and/or replaced as defined in Section 1.08 CIPP Repair/Replacement and as recommended by the manufacturer. All verified defects shall be repaired and/or replaced by the Contractor and shall be performed in accordance with Section 1.08 CIPP Repair/Replacement and per the original specifications, all at no additional cost to the Owner.

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS**

- A. The CIPP System must meet the chemical resistance requirements of these contract documents.
- B. All materials, shipped to the project site, shall be accompanied by test reports certifying that the material conforms to the ASTM standards listed herein. Materials shall be shipped, stored, and handled in a manner consistent with written recommendations of the CIPP system manufacturer to avoid damage. Damage includes, but is not limited to, gouging, abrasion, flattening, cutting, puncturing, or ultra-violet (UV) degradation. On site storage locations, shall be approved by the Engineer and Owner. All damaged materials shall be promptly removed from the project site at the Contractor's expense and disposed of in accordance with all current applicable agency regulations.

### **2.02 FABRIC TUBE**

- A. CIPP liner material shall be manufactured by National Liner, Inliner Technologies, LLC or Insituform Inc., or approved equal, and shall be free from tears, holes, cuts, foreign materials and other surface defects.
- B. The fabric tube shall consist of one or more layers of absorbent non-woven felt fabric, E-CR Glass, felt/fiberglass or fiberglass and meet the requirements of ASTM F 1216, ASTM F 1743, ASTM D 5813 and ASTM F2019. The glass fibers must extend in a longitudinal direction. The fabric tube shall be capable of absorbing and carrying resins, constructed to withstand installation pressures and curing temperatures and have sufficient strength to bridge missing pipe segments, and stretch to fit irregular pipe sections. The contractor shall submit certified information from the felt manufacturer on the nominal void volume in the felt fabric that will be filled with resin.
- C. The wet-out fabric tube shall have a uniform thickness and excess resin distribution that when compressed at installation pressures will meet or exceed the design thickness after cure.
- D. The fabric tube shall be manufactured to a size and length that when installed will tightly fit the internal circumference, meeting applicable ASTM standards or better, of the original pipe. Allowance shall be made for circumferential stretching during installation. The tube shall be properly sized to the diameter of the existing pipe and the length to be rehabilitated and be able to stretch to fit irregular pipe sections and negotiate bends. The Contractor shall determine the minimum tube length necessary to effectively span the designated run between manholes. The Contractor shall verify the lengths in the field prior to ordering and prior to impregnation of the tube with resin, to ensure that the tube will have sufficient length to extend the entire length of

the run. The Contractor shall also measure the inside diameter of the existing pipelines in the field prior to ordering liner so that the liner can be installed in a tight-fitted condition.

- E. The outside and/or inside layer of the fabric tube (before inversion/pull-in, as applicable) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate, if applicable, vacuum impregnation and monitoring of the resin saturation during the resin impregnation (wetout) procedure.
- F. No material shall be included in the fabric tube that may cause de-lamination in the cured CIPP. No dry or unsaturated layers shall be acceptable upon visual inspection as evident by color contrast between the tube fabric and the activated resin containing a colorant.
- G. The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made. The hue of the color shall be dark enough to distinguish a contrast between the fully resin saturated felt fabric and dry or resin lean areas.
- H. Seams in the fabric tube, if applicable, shall meet the requirements of ASTM D5813.
- I. The outside of the fabric tube shall be marked every 5 feet with the name of the manufacturer or CIPP system, manufacturing lot and production footage.
- J. The minimum length of the fabric tube shall be that deemed necessary by the installer to effectively span the distance from the starting manhole to the terminating manhole or access point, plus that amount required to run-in and run-out for the installation process.
- K. The nominal fabric tube wall thickness shall be constructed, as a minimum, to the nearest 0.5 mm increment, rounded up from the design thickness for that section of installed CIPP. Wall thickness transitions, in 0.5 mm increments or greater as appropriate, may be fabricated into the fabric tube between installation entrance and exit access points. The quantity of resin used in the impregnation shall be sufficient to fill all of the felt voids for the nominal felt thickness.
- L. Reinforcing material: Material shall be a non-woven, needle interlocked polyester felt formed into sheets of required thickness.
- M. Interior and exterior plastics shall be styrene resistant to protect and contain the resin used in the fabric tube.
- N. For the UV light cure method: The exterior plastic shall be ultra violet light resistant and translucent to allow visual inspection of the impregnation of the resin within the glass fibers.

## 2.03 RESIN

- A. The resin shall be a corrosion resistant polyester or vinyl ester resin and catalyst system or epoxy and hardener system that, when properly cured within the tube composite, meets the requirements of ASTM F1216, ASTM F1743 or F2019, the physical properties herein, and those, which are to be utilized in the design of the CIPP for this project. The resin shall produce CIPP which will comply with or exceed the structural and chemical resistance requirements of this specification.
- B. The resin to tube ratio, by volume, shall be furnished as recommended by the manufacturer.
- C. No fillers except those required for viscosity control unless approved by Engineer.
- D. Viscosity control: Up to 5 percent by mass thixotropic agent, which will not interfere with visual inspection.
- E. For the UV light cure method: The resin shall be a chemically resistant UV cured isophthalic polyester resin or vinyl ester resin (as determined by the Engineer). When cured the resin/Liner system shall meet the structural and chemical resistance requirements of ASTM F2019.

## 2.04 STRUCTURAL REQUIREMENTS

- A. The physical properties and characteristics of the finished liner will vary considerably, depending on the types and mixing proportions of the materials used, and the degree of cure executed. It shall be the responsibility of the Contractor to control these variables and to provide a CIPP system which meets or exceeds the minimum properties specified herein:
- B. The CIPP shall be designed as per ASTM F1216 Appendixes. The CIPP design shall assume no bonding to the original pipe wall.
- C. The design engineer shall set the long term (50 year extrapolated) Creep Retention Factor at 50% of the initial design flexural modulus as determined by ASTM D-790 test method. This value shall be used unless the Contractor submits long term test data (ASTM D2990) to substantiate a higher retention factor.
- D. The cured pipe material (CIPP) shall, at a minimum, meet or exceed the structural properties, as listed below.

2.05 MINIMUM PHYSICAL PROPERTIES

Property	Test Method	Cured Composite Per ASTM F1216	Cured Composite Per Design
Flexural Modulus of Elasticity (Short Term) (Felt Tubes) Felt/Fiberglass, Fiberglass as recommended by the Manufacturer	ASTM D-790	250,000 psi	Contractor Value
Flexural Strength (Short Term) (Felt Tubes) Felt/Fiberglass, Fiberglass as recommended by the Manufacturer	ASTM D-790	4,500 psi	Contractor Value
Tensile Strength	ASTM D-638	3,000 psi	Contractor Value

- A. The required structural CIPP wall thickness shall be based, as a minimum, on the physical properties of the cured composite and per the design of the Professional Engineer (see section 1.04-A.6) and in accordance with the Design Equations contained in the appendix of the ASTM standards, and the following design parameters:

Design Safety Factor	2.0 (1.5 for pipes 36" or larger)
Creep Retention Factor	50%
Ovality	2% or as measured by field inspection
Constrained Soil Modulus	Per AASHTO LRFD Section 12 and AWWA Manual M45
Soil Depth (above the crown)	As specified or indicated on the Exhibits
Live Load	Highway
Soil Load (assumed)	120 lb/cu. Ft.
Minimum Service Life	50 years

- B. The Contractor shall submit, prior to installation of the lining materials, certification of compliance with these specifications and/or the requirements of the pre-approved CIPP system. Certified material test results shall be included that confirm that all materials conform to these specification and/or the pre-approved system. Materials not complying with these requirements will be rejected.

- C. The design soil modulus may be adjusted based on data determined from detailed project soil testing results as provided by the Owner in the contract documents.

## **PART 3 - INSTALLATION**

### **3.01 CONSTRUCTION REQUIREMENTS**

- A. Preparation, cleaning, inspection, sewage by-passing and public notification: The Contractor shall clean the interior of the existing host pipe prior to installation of the CIPP liner. All debris and obstructions, that will affect the installation and the final CIPP product delivery to the Owner, shall be removed and disposed of.
- B. The CIPP liner shall be constructed of materials and methods, that when installed, shall provide a jointless and continuous structurally sound CIPP able to withstand all imposed static, and dynamic loads on a long-term basis.
- C. The Contractor may, under the direction of the Owner, utilize any of the existing manholes in the project area as installation access points. If a street must be closed to traffic because of the location of the sewer, the Contractor shall furnish a detailed traffic control plan and all labor and equipment necessary. The plan shall be in conformance with the requirements of the local agency having jurisdiction over traffic control.
- D. Provide a minimum of 2 complete working cutter units plus spare key components on the site before each lining process begins
- E. All video inspections and cleaning shall be completed per NASSCO standards and the standards specified herein.
- F. Cleaning of Pipe Lines
  - 1. Line Obstructions - It shall be the responsibility of the Contractor to clear the line of obstructions that will interfere with the installation and long-term performance of the CIPP. The sewer shall be cleaned and debris removed to the industry standard of 95% of the pipe diameter to provide for proper installation of product. Moving material from manhole section to manhole section shall not be allowed. Obstructions include, but are not limited to, protruding taps, mineral deposits, roots, and other debris. If pre-installation inspection reveals an obstruction, misalignment, broken or collapsed section or sag that was not identified as part of the original scope of work and will prohibit proper installation of the CIPP, the Contractor may be directed by the Engineer and Owner to correct the problem(s) prior to lining by utilizing open cut repair methods. Do not proceed with repair in areas of discrepancy unless directed to do so.

2. As applicable the contractor shall either plug or install a flow bypass pumping system to properly clean the pipe lines. Precaution shall be taken, by the Contractor in the use of cleaning equipment to avoid damage to the existing pipe. The repair of any damage caused by the cleaning equipment shall be the responsibility of the Contractor.
  3. Solid debris and deposits shall be removed from the system and disposed of properly by the Contractor. The Contractor may use the designated decanting manhole at the Village Department of Public Works yard for the disposal of all debris removed from the Owner's sewer system, as a direct result of the cleaning operation. The DPW yard is located at 8717 N. 43<sup>rd</sup> Street.
  4. Contractor shall perform post-cleaning video inspections of the pipelines. Only PACP certified personnel trained in locating breaks, obstacles and service connections by closed circuit television shall perform the inspection. The Contractor shall provide the Owner a copy of the pre-cleaning and post-cleaning video and suitable log, and/or in digital format for review prior to installation of the CIPP and for later reference by the Owner.
- G. By-passing Existing Sewage Flows – Refer to Section 02760.
- H. The Contractor shall be responsible for confirming the locations of all branch service connections prior to installing and curing the CIPP. In the event the status of a service connection cannot be adequately defined, the Engineer and Owner will make the final decision, prior to installation and curing of the liner, as to the status. Typically only service connections deemed “active” shall be reopened by the Contractor.
- I. The Contractor will be allowed to use water from two Owner-approved fire hydrants located within the project vicinity. One hydrant is located at the Village Hall, 4800 W. Green Brook Drive. The other hydrant is located at the Department of Public Works Yard, 8717 N. 43<sup>rd</sup> Street. The Contractor shall pay current market price for all water usage.

### 3.02 INSTALLATION AND CURING OF LINER

- A. The CIPP Liner shall be installed and cured in the host pipe per the manufacturer's specifications as described and submitted in the PWS.
- B. Installation of the liner shall not begin until the Contractor has installed the required plugs or a sewage by-pass system as specified in Section 02760.
- C. CIPP installation shall be in accordance with the applicable ASTM standards with the following modification:

1. The wet-out tube shall be positioned in the pipeline using the method specified by the manufacturer. Care should be exercised not to damage the tube as a result of installation. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.
- D. Prior to installation and as recommended by the manufacturer remote temperature gauges or sensors shall be placed inside the host pipe to monitor the temperatures during the cure cycle. Liner and/or host pipe interface temperature shall be monitored and logged during curing of the liner.
  - E. To monitor the temperature of the liner wall and to verify correct curing and where specified by the contract documents, temperature sensors shall be placed between the host pipe and the liner in the bottom of the host pipe (invert) throughout its length to monitor the temperature on the outside of the liner during the curing process. The temperature sensors shall be placed at intervals as recommended by the sensor manufacturer. Additional sensors shall be placed where significant heat sinks are likely or anticipated. The sensors, if installed, shall be monitored by a computer using a tamper proof data base that is capable of recording temperatures at the interface of the liner and the host pipe.
  - F. Provide water stops in manholes as required to prevent infiltration into the system.
  - G. Curing shall be accomplished by utilizing the appropriate medium in accordance with the manufacturer's recommended cure schedule. The curing source, or in and output temperatures, shall be monitored and logged during the cure cycles if applicable. The manufacturer's recommended cure method and schedule shall be used for each line segment installed, and the liner wall thickness and the existing ground conditions with regard to temperature, moisture level, and thermal conductivity of soil, per ASTM as applicable, shall be taken into account by the Contractor.
  - H. For heat cured liners, if any temperature sensor or multiple sensors do not reach the temperature as specified by the manufacturer to achieve proper curing or cooling, the installer shall make necessary adjustments to comply with the manufacturer's recommendations. The system computer should have an output report that specifically identifies each installed sensor station in the length of pipe, indicates the maximum temperature achieved and the sustained temperature time. Each sensor should record both the maximum temperature and the minimum cool down temperature and comply with the manufacturers recommendations. For UV cured liners, all light train sensor readings, recorded by the tamper proof computer, shall provide output documenting the cure along the entire length of the installed liner. The cure procedure shall be in accordance with the manufacturer's recommendation as included in the PWS submission by the contractor.

### 3.03 COOL DOWN

- A. The Contractor shall cool the CIPP in accordance with the approved CIPP manufacturer's recommendations as described and outlined in the PWS.
- B. Temperatures and curing data shall be monitored and recorded by the Contractor throughout the installation process to ensure that each phase of the process is achieved as approved in accordance with the CIPP System manufacturer's recommendations.

### 3.04 FINISH

- A. The installed CIPP shall be continuous over the entire length of a sewer line section and be free from visual defects such as foreign inclusions, dry spots, pinholes, major wrinkles and de-lamination. The CIPP shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to inside the lined pipe.
- B. Any defect, which will or could affect the structural integrity or strength of the linings, shall be repaired at the Contractor's expense in accordance with the procedures submitted under Section 1.08 CIPP Repair/Replacement.
- C. The beginning and end of the CIPP shall be sealed to the existing host pipe. The sealing material shall be compatible with the pipe end and shall provide a watertight seal.
- D. If any of the service connections leak water between the host pipe and the installed liner, the connection mainline interface shall be sealed to provide a water tight connection.
- E. If the wall of the CIPP leaks, it shall be repaired or removed and replaced with a watertight pipe as recommended by the manufacture of the CIPP system.
- F. Liner shall conform to shape of pipe existing before installation and not be out of round by more than 15%.

### 3.05 MANHOLE CONNECTIONS AND RECONNECTIONS OF EXISTING LATERALS

- A. A seal, consisting of a resin mixture or hydrophilic seal compatible with the installed CIPP shall be applied at manhole/wall interface in accordance with the CIPP System manufacturer's recommendations.
- B. Existing active services shall be internally or externally reconnected unless indicated otherwise in the contract documents.
- C. Reconections of existing services shall be made after the CIPP has been installed, fully cured, and cooled down. It is the CONTRACTOR'S responsibility to make sure

that all active service connections are reconnected. Service connection locations shall be determined from CCTV inspection completed prior to lining.

- D. External reconnections are to be made with a tee fitting in accordance with CIPP System manufacturer's recommendations. Saddle connections shall be seated and sealed to the new CIPP using grout or resin compatible with the CIPP.
- E. A CCTV camera and remote cutting tool shall be used for internal reconnections. The machined opening shall be at least 90 percent of the service connection opening and the bottom of both openings must match. The opening shall not be more than 100 percent of the service connection opening. The edges of the opening shall not have pipe fragments or liner fragments, which may obstruct flow or snag debris. In all cases the invert of the sewer connection shall be cut flush with the invert entering the mainline.
- F. In the event that service reinstatements result in openings that are greater than 100 percent of the service connection opening, the Contractor shall install a CIPP type repair, sufficiently in size to completely cover the over-cut service connection. No additional compensation will be paid for the repair of over-cut service connections.
- G. Coupons of pipe material resulting from service tap cutting shall be collected at the next manhole downstream of the pipe rehabilitation operation prior to leaving the site. Coupons may not be allowed to pass through the system.
- H. Reinstate service connections as soon as practical and before any adverse effect is experienced by residents.
- I. Sewer service lines to individual users may be disconnected for a period of time not to exceed more than 24 hours. The Contractor will be responsible for providing temporary service to facilities that are out of service for more than 24 hours.
- J. If excavation is necessary to re-establish connections, the cost and liability shall be the responsibility of the Contractor, including any additional landscaping or turf establishment.
- K. Maintain a record of each service re-connection as follows:
  - a. Type of service re-connection.
  - b. Distance from downstream manhole.
  - c. Furnish to Engineer weekly at a minimum.
- L. Lateral Connection Testing:

1. Proof via air test or other approved method each reinstated service lateral connection (if Owner elects to accept alternate method).
2. Active leaks at reinstated service lateral connections and reinstated service connections which do not pass a proof test shall be sealed by chemical grout or other method approved by the Engineer (if Owner elects to accept alternate method).

### 3.06 TESTING OF INSTALLED CIPP

- A. The physical properties of the installed CIPP shall be verified through field sampling and laboratory testing. All materials for testing shall be furnished by the Contractor to the Owner for testing. All materials testing shall be performed at the Owner's expense, by an independent third party laboratory selected by the Owner as recommended by the CIPP manufacturer. All tests shall be in accordance with applicable ASTM test methods to confirm compliance with the requirements specified in these contract documents.
- B. The Contractor shall provide samples for testing to the Owner from the actual installed CIPP liner. Samples shall be provided, at a minimum from one location per 1000 linear feet of CIPP installed or as required by the Owner. The sample shall be cut from a section of cured CIPP that has been inverted or pulled through a like diameter pipe which has been held in place by a suitable heat sink, such as sandbags. All curing, cutting and identification of samples will be witnessed by the Engineer and Owner and transmitted by the Owner to the testing laboratory. The Opening produced from the sample shall be repaired in accordance with manufacturers recommended procedures.
- C. The laboratory results shall identify the test sample location as referenced to the nearest manhole and station. Final payment for the project shall be withheld pending receipt and approval of the test results. If properties tested do not meet the minimum physical and thickness requirements, the CIPP shall be repaired or replaced by the Contractor unless the actual physical properties and the thickness of the sample tested meet the design requirements as required in the contract.
- D. Chemical resistance - The CIPP system installed shall meet the chemical resistance requirements of ASTM D5813. CIPP samples tested shall be of fabric tube and the specific resin proposed for actual construction. It is required that CIPP samples without plastic coating meet these chemical testing requirements. A certification may be submitted by the contractor, from the manufacturer, verifying that the chemical resistance of the CIPP meets the contract requirements.
- E. Hydraulic Capacity - Overall, the hydraulic capacity shall be maintained as large as possible. The installed CIPP shall at a minimum be equal to the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a

commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.

- F. The installed CIPP thickness shall be measured for each line section installed. If the CIPP thickness does not meet that specified in the contract and submitted as the approved design by the Contractor then the liner shall be repaired or removed unless the tested physical properties and the thickness of the sample tested meet the design requirements as required in the contract. The liner thickness shall have tolerance of minus 5% plus 10%.

### 3.07 FINAL ACCEPTANCE

- A. All CIPP sample testing and repairs to the installed CIPP as applicable, shall be completed, before final acceptance, meeting the requirements of these specifications and documented in written form.
- B. The Contractor shall perform a detailed closed-circuit television inspection in accordance with ASTM standards, in the presence of the Engineer and Owner after installation of the CIPP liner and reconnection of the side sewers. A radial view (pan and tilt) TV camera shall be used. The finished liner shall be continuous over the entire length of the installation and shall be free of significant visual defects, damage, deflection, holes, leaks and other defects. Unedited digital documentation of the inspection shall be provided to the Owner within ten (10) working days of the liner installation. The data shall note the inspection date, location of all reconnected side sewers, debris, as well as any other defects in the liner, including, but not limited to, gouges, cracks, bumps, or bulges. If post installation inspection documentation is not submitted within Ten (10) working days of the liner installation, the Owner may at its discretion suspend any further installation of CIPP until the post-installation documentation is submitted. As a result of this suspension, no additional work completion time will be added to the contract, nor will any adjustment be made for increase in cost. Immediately prior to conducting the closed circuit television inspection, the Contractor shall thoroughly clean the newly installed liner removing all debris and build-up that may have accumulated.
- C. After installation and prior to televising, the Contractor shall **bypass pump from the upstream manhole and plug both ends of the pipe to ensure a clean line during the CCTV inspection.** The intent is to be able to clearly see the bottom of the pipe. In the case of sags in the line, the pipe shall be cleared of any standing water to provide continuous visibility during the inspection.
- D. Where leakage is observed through the wall of the pipe, the contractor shall institute additional testing including but not limited to air testing, localized testing and any other testing that will verify that the leakage rate of the installed CIPP does not exceed acceptable tolerances specified in the contract.

### 3.08 POST-INSTALLATION CLEANING AND RESTORATION

- A. At completion of daily operations, remove rubbish, debris, dirt, equipment, and excess material from site. Clean and restore adjacent surfaces soiled by and during course of work.
- B. After sewer rehabilitation is complete, leave all sanitary sewers in completely cleaned condition. Remove all mortar, construction debris and asphalt from all lid slots, between the manhole lid and frame, as well as on the manhole walls and bench to the sewer flow line. Clean all flow lines, allowing flow without obstructions.
  - a. If the Public Works Department has to remove any debris that is left in structures and/or sewer lines after the sewer rehabilitation has been completed, time and equipment costs will be billed to the Contractor.

### 3.09 SEWAGE SPILL PROCEDURES

- A. Immediately notify the Engineer and Owner.
- B. Take immediate action to prevent sewage from entering any water body or storm sewer by directing sewage flow into the existing sanitary sewer system.

### 3.10 FIELD QUALITY CONTROL

- A. CCTV Examination:
  - 1. Televiser sanitary sewer after pipe lining work and provide one copy of CD or DVD and report to Engineer and Owner.
  - 1. Use pan and tilt color 3-lux camera to view the sewer service lateral connections.

END OF SECTION

## **SECTION 02760**

### **BYPASS PUMPING**

#### **PART 1 – GENERAL**

- A. This Section includes the minimum requirements necessary for bypass pumping and/or diversion of existing sewage flows during the sanitary sewer re-lining process.

#### **PART II – PRODUCTS**

None.

#### **PART III - EXECUTION**

- A. The Contractor shall provide for the flow of existing mainline and service connection effluent around the section or sections of pipe designated for CIPP installation.
- B. With most small diameter pipelines, particularly on terminal sewers, plugging will be adequate but must be monitored on a regular basis to prevent backup of sewage into adjacent homes. Service connection effluent may be plugged only after proper notification to the affected residence and may not remain plugged overnight.
- C. Installation of the liner shall not begin until the Contractor has installed the required plugs or a sewage by-pass system and all pumping facilities have been installed and tested under full operating conditions including the bypass of mainline and side sewer flows.
- D. Once the lining process has begun, existing sewage flows shall be maintained, until the resin/felt tube composite is fully cured, cooled down, televised, and the CIPP ends finished.
- E. The Contractor shall coordinate sewer bypass and flow interruptions at least 14 days in advance with the Owner and at least 48 hours day in advance with the property owners and businesses.
- F. The pump and bypass lines shall be of adequate capacity and size to handle peak flows at each proposed location. The existing level of service of the Village of Brown Deer sanitary sewer system should not be adversely affected throughout the project. If the Contractor feels that bypass pumping will affect the level of service in the Village of Brown Deer system, the Contractor must notify the Owner and Engineer before proceeding with the work.

- G. The Contractor shall submit a detail of the bypass plan and design to the Owner and Engineer before proceeding with any CIPP installation. The bypass plan shall identify the bypass pumping locations that will be used to complete the sanitary sewer relining work in the project. The bypass plans will need to be approved by the Owner and Engineer prior to work and shall include:
1. Location of upstream and downstream manholes where sanitary sewer flow will be diverted around pipes to be lined.
  2. Length of time that the bypass equipment is planned to be in service.
  3. Size and type of pump and piping equipment used in each bypass application to maintain existing level of service in the sewer system.
  4. Steps the Contractor will take to prevent flooding in the event that the bypass facilities fail or their capacity is exceeded.
- H. Under no circumstances shall the Contractor permit bypasses sewage onto or into the ground.

## SECTION 02770

### TEST AND SEAL LATERAL CONNECTIONS

#### PART I – GENERAL

##### 1.01 DESCRIPTION

- A. Provide all labor, materials, tools, equipment and incidentals required for testing lateral connections located in the lengths of sewer relining segments designated on the Exhibits by applying a positive air pressure to the connection, monitoring and recording the pressure in the void. The intent of connection testing is to identify those lateral connections that are not watertight and that can be successfully sealed by packer injection grouting.
- B. Provide all labor, materials, tools, equipment, and incidentals required to grout lateral connections to the mains using the packer injection method.
- C. Packer injection grouting is used to seal annular space between liners and host pipes at lateral connections. Packer injection grouting shall be accomplished by pressure injection of chemical grout into the soils encompassing the exterior of lateral connection. Chemical grouts shall be designed to be injected into the soil surrounding the pipe, which stabilizes the soil and forms a permanent impermeable seal called a grout/soil ring, and into the annular space between liners and host pipes. Adequate volumes of grout must be injected to form an effective seal. Adequate amounts of grout are based generally upon pipe size and field conditions. This application will be through lateral connections through penetrations from within the pipe by using the packer method in tandem with a closed circuit television (CCTV) inspection system.

##### 1.02 REQUIREMENTS

- A. Contract requires work in active sewers. CONTRACTOR shall follow all federal, state and local requirements for safety in confined spaces and uniform traffic controls.
- B. Additional safety considerations including safely handling, mixing, and transporting of chemical grouts should be provided by the grout manufacturer/supplier, and should include safe operating practices and procedures, appropriate personal protective equipment (PPE) for the various grouting operations, and proper storage, transportation, mixing, and disposal of grouts, additives, and their associated containers.

- C. Require completion of grout handling and mixing training certification from the grout manufacturer/supplier for personnel working with chemical grouts and additives.

### 1.03 SUBMITTALS

- A. The CONTRACTOR shall provide a minimum 48-hour advance written notice of proposed testing schedules and testing procedures for review and concurrence of the ENGINEER.
- B. Equipment operating procedures and systems.
- C. Chemical Grout information:
  - 1. Description of chemical grout materials to be used per sections 2.03.
  - 2. Description of proposed additives to be used per sections 2.04.
  - 3. Manufacturers recommended procedures for storing, mixing, testing and handling of chemical grouts.
  - 4. MSDS sheets for all materials to be used.
- D. Identify the manufacturer and models of the packers to be utilized on the project.
- E. Upon completion of each pipe segment, submit to ENGINEER a report showing the following data for each lateral connection tested, grouted or attempted to be grouted.
  - 1. Identification of each lateral connection tested by assigned manhole-to-manhole ID, including location stationing of each connection tested and location of any connections not tested with an explanation for not testing.
  - 2. Type of pipe material and diameter.
  - 3. Test pressure used and duration of test.
  - 4. Pass/fail results for each connection tested.
  - 5. Volume of grout material used on each connection.
  - 8. Gel set time used (cup test results from tanks)
  - 9. Grout mix record of the batches mixed including amount of grout and catalyst, additives, temperature of the grout solution in tanks.

10. Name of operator conducting testing and sealing shall be noted on the reports.
11. Video recordings
  - a. Video recording shall include testing and sealing operations for each lateral (including inflation and deflation over the lateral) displaying the final air test of laterals.
  - b. Additional final recording, if specified, shall include inspection of the lateral after all grouting work is complete.

#### 1.04 REFERENCE STANDARDS TO BE USED

- A. National Association of Sewer Service Companies (NASSCO) prepared Pipeline Assessment and Certification Program (PACP), TV inspection form and sewer condition codes
- B. ASTM F2304 Standard Practice for Rehabilitation of Sewers using Chemical Grouting (latest revision)
- C. ASTM F2454 Standard Practice for Sealing Lateral Connections and lines from the Mainline Sewer Systems by Lateral Packer Method, Using Chemical Grouting (latest revision)

## **PART II – PRODUCTS**

#### 2.01 TESTING EQUIPMENT AND GROUTING EQUIPMENT

- A. The basic equipment used for laterals connected to the mainline shall consist of a remotely operated color television camera capable of pan and tilt, lateral connection testing device (referred to hereafter as a packer), and test monitoring equipment. The equipment shall be constructed in such a way as to provide means for introducing air under pressure into the void area created by the expanded ends of the packer against the host pipe and a means for continuously measuring, viewing and recording the actual static pressure of the test medium and grout within the void area only. The packer shall be of a size less than the diameter of the host pipe, with the cables at either end used to pull it through the line and may be constructed in such a manner as to allow a restricted amount of sewage to flow at all times. Packer shall be expanded by air pressure. Packers shall be of low void space construction with void volume given by the packer manufacturer.
- B. The device for testing lateral connections shall consist of inflatable mainline end elements and a lateral grouting plug that creates a void area extending beyond the main connection. Whenever possible, use a lateral grouting plug sized to match the diameter of the lateral being grouted. Where the lateral is capped, utilize alternate

lateral grouting plug or equipment sized appropriately for the capped lateral. In cases where the lateral transitions from 6" to 4" in diameter, use a 4" lateral grouting plug. However, it is possible that due to physical restrictions the lateral plug may not launch and thus the service may not be able to be grouted.

- C. Void pressure data shall be transmitted from the void area to the monitoring equipment or video picture of a pressure gauge mounted on the packer and connected to the void area. All test monitoring shall be above ground and in a location to allow for simultaneous and continuous observation of the televising monitor and test monitoring equipment.
- D. Grouting equipment shall consist of the packer, appropriate pumping and hosing systems capable of supplying an uninterrupted flow of sealing materials to completely fill the voids. Grout pumping system shall be sized to deliver a mixed volume of grout at a minimum of 3 gpm and 30 gallons of uninterrupted flow within 10 minutes.
- E. Volume of mixed grout pumped must be capable of being measured and recorded for each grouted connection. Generally, the equipment shall be capable of performing the specified operations in sewers where flows do not exceed 25 percent of pipe diameter unless permitted by ENGINEER.
- F. Connection and lateral service sealing shall be accomplished using the lateral grouting plugs and push packers specified above. Provide back-up bladders for each packer on-site at all times during grouting procedures.
- G. Equipment for cleaning lateral blockages shall be readily available while any lateral grouting work is being performed.

## 2.02 GROUTS - GENERAL

- A. All grout materials must have the following characteristics:
  - 1. While being injected, the grout must be able to react /perform in the presence of water (groundwater).
  - 2. The ability to increase grout mix viscosity, density and gel strength by increased concentration of constituents or the use of approved additives.
  - 3. The cured grout must withstand submergence in water without degradation.
  - 4. The resultant grout formation must be homogeneous and prevent the passage of water (infiltration) through the lateral connection.
  - 5. The grout must not be biodegradable.

6. The cured grout should be chemically stable and resistant to organics found in sewage.
  7. Residual grout shall be easily removable from the sewer line to prevent blockage of the sewage flow.
- B. Handle, mix, and store grout in accordance with the manufacturer's recommendations. The materials shall be delivered to the site in unopened original manufacturer's containers.

## 2.03 CHEMICAL GROUTS

- A. Water based chemical grouts shall have the following characteristics:
1. A minimum of 10% acrylamide base material by weight in the total grout mix. A higher concentration of acrylamide base material is recommended to increase strength or offset dilution during injection.
  2. The ability to tolerate some dilution and react in moving water during injection.
  3. A viscosity of approximately 2 centipoise, which can be increased with approved additives.
  4. A controllable reaction time from 10 seconds to 1 hour.
  5. A reaction (curing) that produces a homogenous, chemically stable, nonbiodegradable, firm, flexible gel.
  6. The ability to increase mix viscosity, density and gel strength by increased concentrations of the mix constituents or by the use of approved additives.
  7. Product Manufacturer:
    - a. Avanti AV-100, Avanti AV-118; or equal.
- B. Acrylate base grout shall have the following characteristics:
1. A minimum of 10% acrylate base material by weight in the total grout mix.
  2. The ability to tolerate some dilution and react in moving water during injection.
  3. A viscosity of approximately 1-3 centipoise, which can be increased with approved additives.

4. A controllable reaction time from 10 seconds to 1 hour.
5. A reaction (curing) that produces a homogenous, chemically stable, nonbiodegradable, firm, flexible gel.
6. The ability to increase mix viscosity, density and gel strength by the use of approved additives.
7. Product Manufacturer:
  - a. DeNeef AC-400, DeNeef Gelacryl SR, Avanti AV-160; or equal.

#### 2.04 ADDITIVES

- A. At the CONTRACTOR'S discretion and according to field conditions, additives may be selected and used within the manufacturers recommended quantities.
- B. Strengthening Agents
  1. For lateral connections, a latex or “diatomaceous earth” additive may be added to increase compressive and tensile strength. The quantity of strengthening agent additive shall be as recommended by the manufacturer and approved by ENGINEER. Product Manufacturer:
    - a. Avanti AV-257 Icoset, DeNeef Reinforcing Agent; or equal.
- C. Root Inhibitor
  1. When roots are present, for lateral connection grouting, a root deterrent chemical shall be added to control root re-growth. The quantity of inhibitor shall be as recommended by the manufacturer and approved by ENGINEER.
  2. Product Manufacturer:
    - a. Avanti AC-50W; or equal.
- D. Dye - A manufacturer approved water soluble dye without trace metals may be added to the grout tank(s) for visual confirmation.
- E. Gel Time Modifier - A gel time extending agent may be used in accordance with the manufacturer's recommendations to extend gel time as necessary.
- F. Freeze/Thaw - In those lines where the grouting material may be exposed to a freeze-thaw cycle, ethylene glycol or other ENGINEER approved additive shall be used to prevent chemical grout cracking once set.

- G. When using non soluble additives the grout tanks must have mechanical mixing devices to keep the additives in suspension and maintain a uniform solution of grout and additive.

## **PART 3 – EXECUTION**

### **3.01 FLOW CONTROL**

- A. To effectively conduct sealing operations, it may be necessary to provide for flow control or pumping of sewage flows. The Contractor shall be responsible for providing the means and equipment for such flow control or pumping. The Contractor shall be responsible for damages to property due to sewer backup while controlling sewage flow. All costs for flow control, temporary pumping, etc., shall be considered incidental and included in the unit prices bid for other items.
- B. When sewer line flows are above the minimum requirements (generally not more than 1/4 of the pipe diameter) or inspection of the complete periphery of the pipe is necessary to effectively conduct the sealing operations, one or more of the following methods of flow control shall be used at no extra cost to the Owner.
  - 1. **Plugging or Blocking.** A sewer line plug shall be inserted into the line at a manhole upstream from the section to be tested and/or sealed. The plug shall be so designed that all or any portion of the sewage flows can be released. Flows shall be restored to normal or not more than 1/3 of the pipe diameter during the joint testing and joint sealing operation.
  - 2. **Pumping and Bypassing.** Where pumping is required, in the opinion of the Engineer, to assure completion of the sealing work, the Contractor will be required to furnish pumping equipment, conduits, etc. in accordance with Section 02760. Under no circumstances will bypassing of untreated wastewater to any storm drainage facility or surface watercourse be allowed.

### **3.02 CONTROL TESTS**

- A. **Packer Tests - Demonstrate the acceptable performance of air test.**
  - 1. To insure the accuracy, integrity and performance capabilities of the testing equipment, a demonstration test will be performed in an above-ground 8” nominal diameter test cylinder suitable to contain the full length of the packer and sustain the void test pressure. The test cylinder shall be equipped with a void release valve to exercise a controlled release of pressurized air from the void area to test the packer under both sound and leaking conditions. The test cylinder shall also be equipped with a local pressure gauge (0-25 psi) within the void space.
    - a. With the void release valve sealed, inflate the packer and air test void at 7-10 psi. The observed void pressure at the test cylinder pressure

gauge must be within  $\pm 1.0$  psi of the reading in the control center/studio void pressure gauge and follow both up and down pressure changes (allowing time for pressure equalization).

- b. If above test is passed, crack the release valve to simulate a very small leak.

The cylinder shall be equipped with a void release valve to exercise a controlled release of the test media with the associated pressure drop to be equally displayed  $\pm 1.0$  psi of the cylinder gauge and test monitoring equipment.

2. After entering each pipeline segment with the test equipment, but prior to the commencement of lateral connection testing, position the packer on a section of sound sewer pipe between pipe joints, and perform a test as specified. The equipment shall hold a 7-10 psi test pressure for a period of 15 seconds with a pressure drop of less than 1 psi. In the event of a failed test, repair any defective equipment and re-test to verify proper operation of all equipment at no additional compensation. Should it be found that the surface or porosity conditions of the barrel of the sewer pipe cannot meet the joint test requirements, then the performance testing shall be waived or modified as determined by the ENGINEER.
  3. If air testing cannot be performed successfully, repair or otherwise modify air test equipment and repeat the tests. This test may be required at any other time during the performance of joint testing work if the ENGINEER suspects the testing equipment is not functioning properly.
- B. Pump Tests - At the beginning of the contract, prior to application of grout, perform a pump test to determine if proper ratios are being pumped from the grout component tanks at the proper rates and to measure pump rates. Use separate containers to capture the discharges from each of the grout component hoses, to simulate the actual volumes of each component through the interconnect hoses, hose reel and length of grout hose and confirm accuracy of grout pump totalizer. Take corrective action if ratios or rates are not within manufacturer's recommended standards.
- C. Grout Tests - Perform and record a grout gel test in the presence of the ENGINEER by recording the grout tank solution temperature, catalyst tank solution temperature, ambient air temperature in truck, and gel time of the sample whenever the following conditions occur:
1. At the beginning of each day; the material in the hoses shall be recycled to the tanks and a sample shall be taken.
  2. When new batches of grout are mixed.

3. Whenever the temperature in the tanks or ambient temperature have changed by more than +/- 10°F from the previous gel test.

### 3.03 PIPE PREPARATION

- A. Prior to the application of the chemical grouting materials, the CONTRACTOR shall thoroughly clean the sewer designated to receive the chemical grouting. Cleaning shall constitute removal of all mineral deposits, protruding taps, loose debris, and solids which inhibit proper seating of the packer. Removal of other hardened materials such as concrete shall be considered beyond the scope of this work.

### 3.04 ROOTS AND LOOSE DEBRIS IN LATERAL CONNECTIONS

- A. Remove all roots and loose debris from laterals connected to manholes for the length of lateral to be tested/grouted.
- B. During mainline sewer cleaning or lateral connection testing, document all lateral connections containing roots, mineral deposits or obstructive conditions that are either (a) greater than fine roots or (b) of a nature to prevent testing and sealing of connection. For each such connection, submit a screen shot image clearly showing the extent of roots or obstructive condition to the ENGINEER. Submit images in electronic format, labeled and organized in a manner to easily retrieve the image for the lateral connection in question. The list of lateral connections with roots shall include upstream and downstream manhole numbers and stationing. ENGINEER will review the list of lateral connections containing roots and obstructions and direct CONTRACTOR as to which laterals are to be (a) cleaned and grouted, (b) grouted without cleaning – in which case such lateral connection would be excluded from warranty testing, or (c) removed from the scope of work.

### 3.05 GROUT PREPARATION

- A. Follow the manufacturer's recommendations for the mixing and safety procedures.
- B. Adjust gel time as necessary to compensate for changes in temperature in grout component tanks or hoses. The addition of dilution water to extend gel times is not acceptable unless resulting base grout tank only material exceeds 20% by weight for solution grouts.
- C. During the grouting process, the Grouting Technician shall monitor the grout component tanks to make sure that proper ratios are being pumped. If unequal levels are noted in the tanks, repeat the pump test as described above and correct any defective equipment.
- D. Gel times shall be calculated using the following formula unless CONTRACTOR experience and/or field conditions dictate otherwise. Any alterations of the gel time formula shall be approved by the ENGINEER.

$$Gel\ Time = \left( \frac{Volume\ of\ Pipe\ / \ Packer\ Void\ Space\ (gal)}{Pumping\ Rate\ (gpm)} \right) \left( \frac{60\ sec}{1\ min} \right) + 20\ sec(+/-\ 5\ sec)$$

- E. Packer/Pipe void shall be defined as the volume between the inflated packer and the inside pipe wall when the packer is inflated per manufacturer recommendations. For example: an 8" pipe with a packer void space of 0.3 gallons and a 3 gpm pumping rate would provide

$$Gel\ Time = \left( \frac{.3(gal)}{3(gpm)} \right) \left( \frac{60sec}{1min} \right) + (20sec) = 26sec(+/-\ 5sec)$$

### 3.06 TESTING AND GROUTING DEFECTS

- A. Any structurally undamaged lateral connection that structurally fails (breaks) during testing and grouting that are documented on video to have been done under normal pressure conditions shall be the OWNER's responsibility and cost to repair.
- B. Any structurally failed lateral connection that is grouted at the ENGINEER's direction that further fails/breaks during testing and grouting that are documented on video to have been done under normal pressure conditions shall be the OWNER's responsibility and cost to repair. Promptly repair any other sewer damage resulting from the CONTRACTOR's operations at no additional compensation.

### 3.07 LATERAL CONNECTION TESTING PROCEDURE

- A. Lateral connection testing pressure shall be equal to 0.5 psi per vertical foot of pipe depth plus 2 psi; however, test pressure shall not exceed 10 psi without approval of the ENGINEER.
- B. Air testing lateral connections shall be accomplished by isolating the area to be tested with the lateral connection packer and by applying positive pressure into the isolated void area. A pan and tilt camera shall be used to position the lateral packer for laterals directly connected to the mainline sewer. The lateral bladder shall be inverted from the mainline assembly into the lateral pipe and inflated. The mainline elements shall then be inflated to isolate the lateral connection and the portion of the lateral to be tested. A sensing unit shall monitor the pressure of the packer void and will accurately transmit a continuous readout of the void pressure to the control panel at the grouting truck or to a pressure gauge on the packer recorded by the CCTV camera.
- C. The test procedure will consist of applying a controlled air pressure into each isolated void area. Air shall then be slowly introduced into the void area until a pressure equal to or greater than the required test pressure, but in no cases greater than 2 psi above the required test pressure, is observed on the pressure monitoring equipment. Once the designated pressure in the isolated void is displayed on the meter of the control

panel, the application of air pressure will be stopped and a 15 second waiting period will commence. The void pressure will be observed during this period. If the void pressure drop is greater than 2.0 psi within 15 seconds, the lateral shall be considered to have failed the air test and shall be grouted and retested.

- D. After completing the air test for each individual lateral specified herein, deflate the lateral packer, with the void pressure meter continuing to display void pressure. If the void pressure does not drop to 0.0 +/- 0.5 psi, the equipment shall be adjusted to provide a zero void pressure reading at the monitor.

### 3.08 GROUTING GENERAL

- A. Grout all lateral connections that failed the pressure test by the injection method. This shall be accomplished by forcing grout through a system of pumps and hoses into and through the joints of the lateral connection from the packer within the sewer pipe. Remove excess grout from pipe and laterals. Excess grout shall be defined as a thickness of grout that given its location, size and geometry, could cause a blockage. Flush or push forward to the next downstream manhole, remove from the sewer system, and properly dispose of excess grout.

### 3.09 LATERAL CONNECTION SEALING FROM THE MAINLINE BY PACKER INJECTION GROUTING

- A. Lateral connection sealing begins if the lateral connection does not pass the air test, shows evidence of leakage, has been successfully cleaned to remove roots, or where CONTRACTOR has been directed. The lateral packer shall remain in position during the pressure test, thus maintaining the isolated void. Pressure inject grout through the lateral packer into the annular space between the lateral grouting plug and the lateral pipe.
- B. When pumping grout, operate the pumps until the mixed grout has flowed through any joint failure, through any annular space, and into the surrounding soil; gelled or filled the available void space; formed a cohesive seal stopping further grout flow; and minimum of 8 psi back pressure is achieved while pumping. As grout pumping continues the void pressure will slowly rise to a range of about 2 to 4 psi, continue pumping until a point where there is a sudden increase in the void pressure. This increase from 2 to 4 psi to over 8 to 10 psi takes place in a matter of a few seconds. If the grout pumped exceeds 1 gallon per foot of lateral bladder plus 3 gallons, it will be suspected that there are significant voids on the outside of the pipe or that the packer is not properly sealed. Check that the packer is sealed properly. If it is, modify grouting procedure to stage grouting by pumping additional grout equivalent to 1 gallon plus 0.25 gallon per foot of lateral bladder, waiting 1 full minute, and retesting. The maximum number of stages shall not exceed two stages unless authorized by ENGINEER.

- C. Upon completion of the lateral connection sealing procedure, deflate the lateral bladder, re-inflate and air test the lateral connection a second time to confirm the sealing of the connection in accordance with the air testing procedure. If the lateral connection fails this air test, repeat the grouting procedure at no additional cost to the OWNER, except for the additional grout used. Air tests after grouting laterals containing roots is not required.
- D. Confirm lateral flow after sealing of each lateral connection. If a grout blockage exists, the CONTRACTOR shall immediately clear the lateral at no additional cost to the OWNER. Blockages in the lateral that are not the result of grouting operations shall not be the responsibility of the CONTRACTOR.
- E. After grouting lateral connections (with the appropriate size lateral bladder), a thin residual grout film may be present inside the lateral wall. The amount of residual grout film present is dependent on the lateral bladder used, geometry of the lateral and positioning of the packer. This thin layer of cured grout is normal and will eventually peel off the sidewall of the pipe. The residual chemical grout film is not “sandwiched” between two structures and will eventually peel off the sidewall of the pipe. This residual chemical grout film is not considered excess grout.

### 3.10 JOINT SEALING VERIFICATION

- A. Record grouting of joints in conjunction with the testing of joints. Record the void pressure drop continuously on video and in writing immediately before sealing, and immediately after grouting. After the packer is deflated and moved, record on video the visual inspection of the joint.
- B. Use of standardized test and seal data sheets and PACP data codes is highly recommended.

### 3.11 DISPOSAL

- A. Collect and properly dispose of cleaning materials used in the cleaning of the grouting equipment.

### 3.12 POST-CONSTRUCTION INSPECTION

- A. After grouting is complete, all pipe sections shall be final inspected by means of a color CCTV system. The inspection shall be conducted as per the NASSCO Pipeline Assessment and Certification Program. One set of DVD’s and reports shall be submitted.

### 3.13 WARRANTY

- A. All lateral connection sealing work performed shall be guaranteed against faulty workmanship and/or materials for a period of one year after the completion of the

work. The OWNER may conduct warranty CCTV inspection of mainline sewers on all of the pipe sections which contain lateral connection grouting. This work shall be completed during conditions of high ground water and shall be completed within 12 months after project completion. Any lateral connections which were originally sealed and are observed to be leaking shall be re-sealed at no cost to the OWNER.

END OF SECTION

## SECTION 02860

### TRAFFIC CONTROL AND PROTECTION

#### PART I – GENERAL

The requirements of the Contract Documents, including the General Conditions the Supplementary Conditions and Division I - General Requirements apply to this Section except as modified herein.

##### 1.01 DESCRIPTION

- A. The Contractor shall provide all traffic control as is necessary to assure the safety of the public.

#### PART II – PRODUCTS

##### 2.01 MATERIALS

- A. All equipment necessary to complete this item shall be in accordance with all applicable parts of the Wisconsin Manual on Uniform Traffic Control Devices for Streets and the requirements of the Village of Brown Deer.

#### PART III – EXECUTION

##### 3.01 INSTALLATION

- A. The Contractor shall provide a Traffic Control Plan for review and approval by the ENGINEER as stated in Section 01300 – Submittals.
- B. The Contractor shall obtain, erect, maintain and remove all signs, barricades, flagmen and other traffic control devices as may be necessary for the purpose of regulating, warning or guiding traffic.
- C. Placement and maintenance of all traffic control devices shall be as directed by the Engineer and in accordance with the applicable parts of the Wisconsin Manual on Uniform Traffic Control Devices for Street and Highways.
- D. The Contractor shall provide the Engineer the names and telephone number of two (2) individuals who will be available 24 hours a day, 7 days a week, to respond to calls from the Engineer or Owner to correct traffic control deficiencies.
- E. Temporary traffic control devices shall include barricades, barrels, warning lights, flaggers, signs and posts required to direct vehicles and pedestrians in accordance with Section 643.2 of the State Specifications.

- F. The Contractor shall be responsible for maintaining, up-righting, sandbagging and operating temporary traffic signs. The Contractor shall secure restricted areas at the end of the workday. All temporary traffic control devices shall be highly visible and in good condition.
- G. The Contractor shall be responsible for the erection and maintenance of all drums, barricades, lights and signs necessary for public safety and convenience in accordance with all applicable requirements. In general, all hazards within the limits of the work or on detours around the work must be marked with well-painted, well-maintained drums, barricades, reflectors, electric lights, flashers and warning and directional signs in sufficient quantity and size adequate to protect life and property. These safeguards shall be moved, changed, increased or removed as required during the progress of the work to meet changing conditions. Homemade signs will not be allowed.
- H. When a street is closed to through traffic, barricades shall be placed at the adjacent intersections as well as at the location of the obstruction. Detour signs shall be attached to the barricades at the adjacent intersections. Detour signs shall be adequately illuminated and/or reflectorized so as to be clearly visible at all times.
- I. The ENGINEER reserves the right to require that “snow fence” be installed at locations where streets are closed for the full width of the roadway. Barricades shall be maintained in rigidly assembled condition. All warning devices shall be kept clean and in good repair so as to be readily discernible at all times.
- J. Whenever the Contractor's operations obstruct or endanger a traffic lane, and no marked detour has been provided, the Contractor shall furnish a flagman to direct traffic through or around the congested area. The ENGINEER shall have the right to require additional flagmen, as he may deem necessary.
- K. Adequate protection shall be provided around all openings wherever required to safeguard the Work or the public. All openings and surface obstructions shall be protected with drums, barricades, signs, lights and warning devices in accordance with local requirements.
- L. As a minimum, the provisions of the FHWA “Manual for Uniform Traffic Control Devices” shall be met. All traffic control procedures shall be subject to the approval of the ENGINEER.

END OF SECTION

# **APPENDIX**

## Certificate of Substantial Completion

Project: 2015 Sanitary Sewer Re-lining	Engineer's Project No.: 1150400
Owner: Village of Brown Deer	Owner's Contract No.:
Contractor:	
Contract:	

**This Certificate of Substantial Completion applies to:**

All Work under the Contract Documents:       The following specified portions of the Work:

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\_\_\_\_\_  
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete in accordance with the Contract Documents.

A list of items to be completed was previously provided to the Contractor. The list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Amended Responsibilities                       Not Amended

Owner's Amended Responsibilities:

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Contractor's Amended Responsibilities:

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The following documents are attached to and made part of this Certificate:

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This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents:

\_\_\_\_\_  
(ENGINEER)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(OWNER)

\_\_\_\_\_  
DATE

**Notice of Final Acceptance and Correction Period**

TO: \_\_\_\_\_  
(CONTRACTOR)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

FROM: Village of Brown Deer  
(OWNER)

ADDRESS: 4800 W. Green Brook Drive  
Brown Deer, WI 53223

Project: 2015 Sanitary Sewer Re-lining

Project No.: 1150400

Final payment of this project has been made. Final Acceptance by the Owner as stated in Section 13.07 of the Standard General Conditions, which is the date final payment was made, was achieved as of:

\_\_\_\_\_.

therefore the associated one-year guarantee (Correction Period) will expire on:

\_\_\_\_\_.

Village of Brown Deer  
(OWNER)

By: \_\_\_\_\_ DATE

By: \_\_\_\_\_ DATE  
(Clerk)

## Contractor's Application for Payment No.

	Application Period:                      thru	Application Date:
To (Owner):	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

### Application For Payment Change Order Summary

Approved Change Orders			
Number	Additions	Deductions	
			1. ORIGINAL CONTRACT PRICE..... \$ _____
			2. Net change by Change Orders..... \$ _____
			3. Current Contract Price (Line 1 ± 2)..... \$ _____
			4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... \$ _____
			5. RETAINAGE:
			a. 5%    X                      Work Completed..... \$ _____
			b.       X                      Stored Material..... \$ _____
			c. Total Retainage (Line 5a + Line 5b)..... \$ _____
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ _____
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ _____
			8. AMOUNT DUE THIS APPLICATION..... \$ _____
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... \$ _____
TOTALS			
NET CHANGE BY CHANGE ORDERS			

<p><b>Contractor's Certification</b></p> <p>The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.</p>	
By:	Date:

Payment of:	\$ _____	(Line 8 or other - attach explanation of the other amount)
is recommended by:	_____	_____ (Date)
	(Engineer)	
Payment of:	\$ _____	(Line 8 or other - attach explanation of the other amount)
is approved by:	_____	_____ (Date)
	(Owner)	
Approved by:	_____	_____ (Date)
	Funding Agency (if applicable)	

Endorsed by the Construction Specifications Institute.





**WEST EXHIBIT LOCATION**

**EAST EXHIBIT LOCATION**

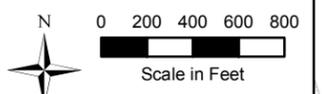
**SOUTH EXHIBIT LOCATION**



Overall Exhibit  
2015 Sanitary Sewer Re-lining  
Village of Brown Deer, WI

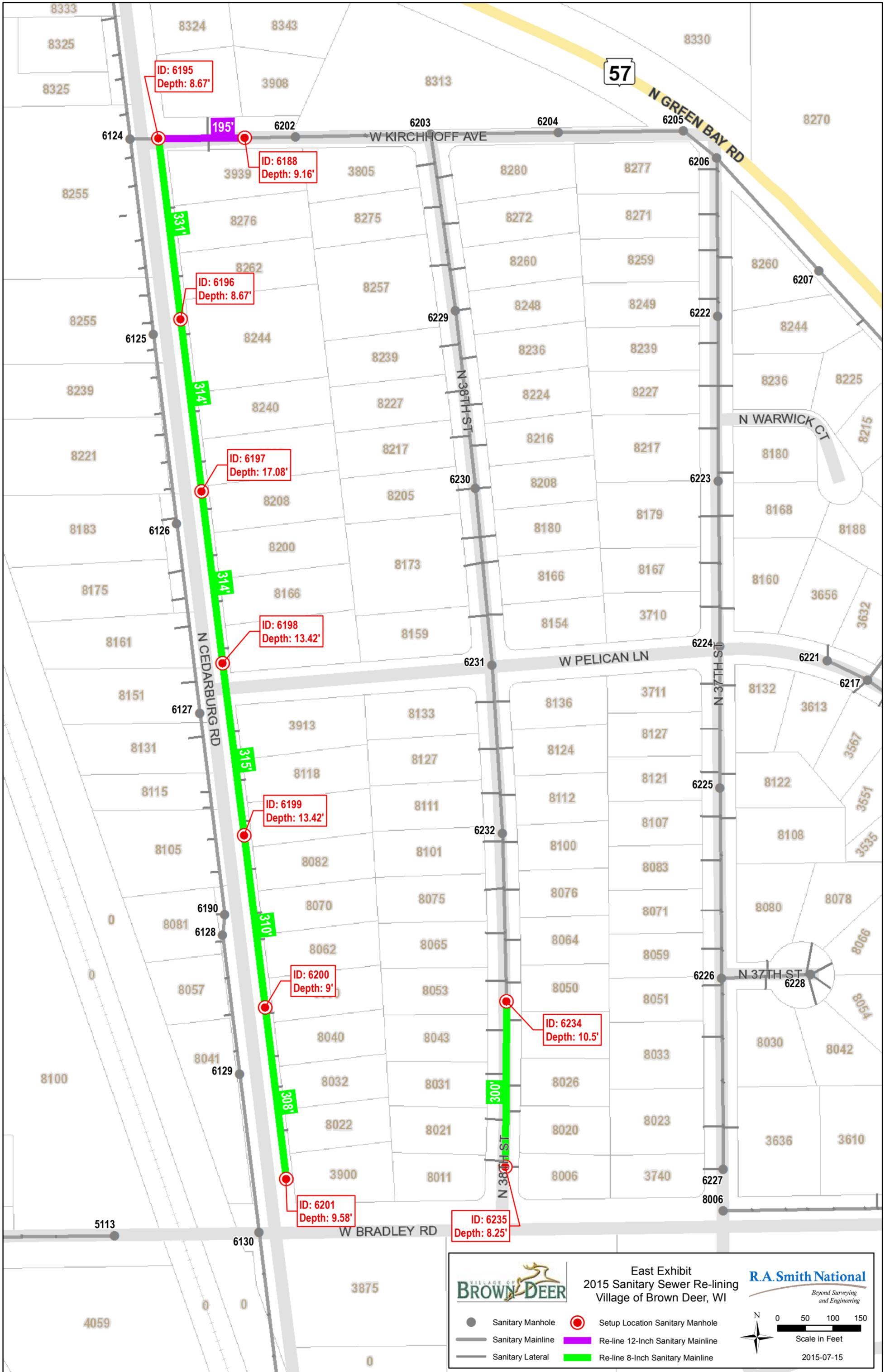
**R.A. Smith National**  
*Beyond Surveying  
and Engineering*

- Re-line 12-Inch Sanitary Mainline
- Re-line 8-Inch Sanitary Mainline



Scale in Feet

2015-07-14





**VILLAGE OF BROWN DEER**

East Exhibit  
2015 Sanitary Sewer Re-lining  
Village of Brown Deer, WI

**R.A. Smith National**  
*Beyond Surveying and Engineering*

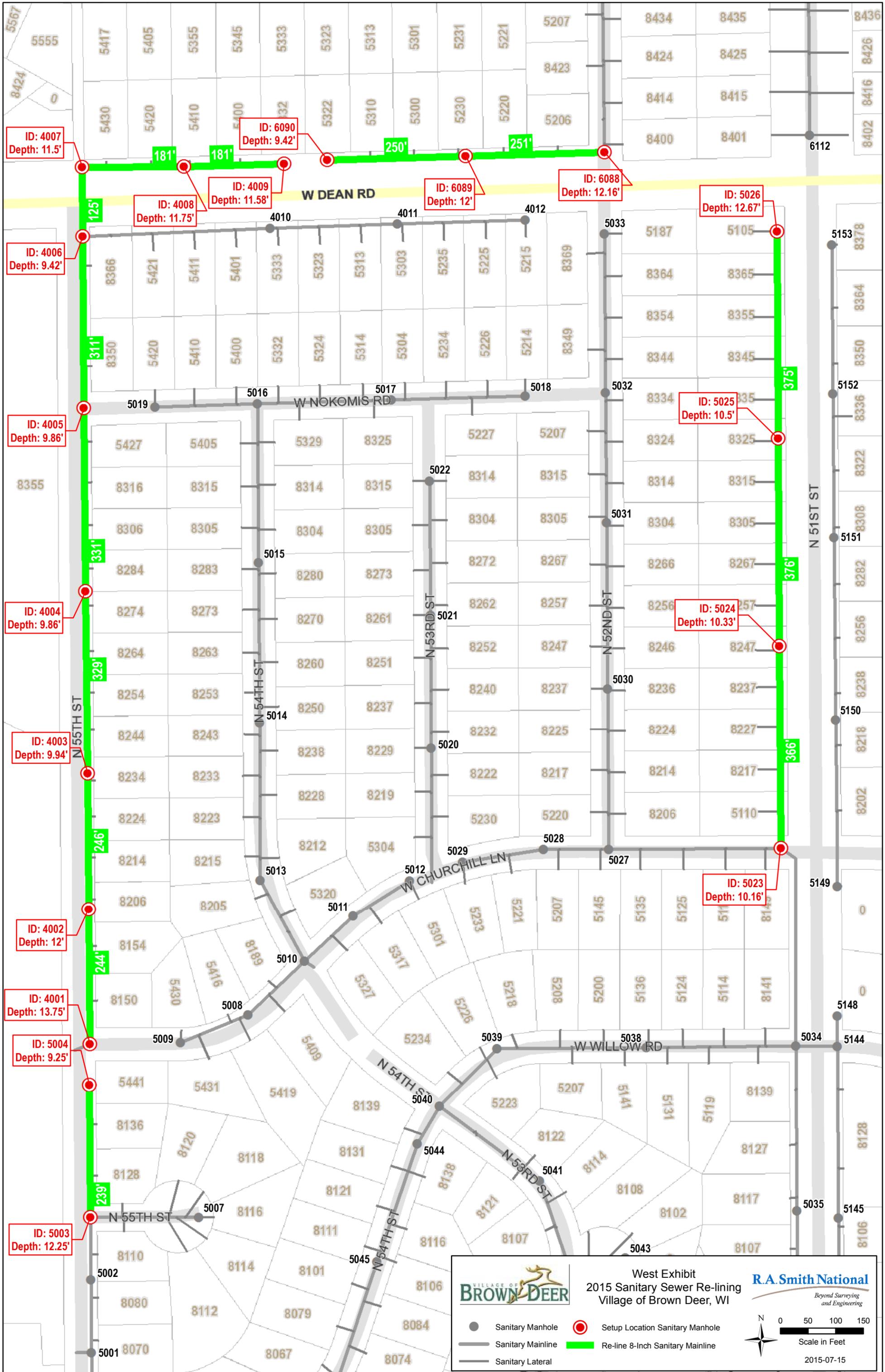
- Sanitary Manhole
- Sanitary Mainline
- Sanitary Lateral

- Setup Location Sanitary Manhole
- Re-line 12-Inch Sanitary Mainline
- Re-line 8-Inch Sanitary Mainline



0 50 100 150  
Scale in Feet

2015-07-15



ID: 4007  
Depth: 11.5'

ID: 6090  
Depth: 9.42'

ID: 4008  
Depth: 11.75'

ID: 4009  
Depth: 11.58'

ID: 6089  
Depth: 12'

ID: 6088  
Depth: 12.16'

ID: 5026  
Depth: 12.67'

ID: 4006  
Depth: 9.42'

ID: 4005  
Depth: 9.86'

ID: 5025  
Depth: 10.5'

ID: 4004  
Depth: 9.86'

ID: 5024  
Depth: 10.33'

ID: 4003  
Depth: 9.94'

ID: 5023  
Depth: 10.16'

ID: 4002  
Depth: 12'

ID: 4001  
Depth: 13.75'

ID: 5004  
Depth: 9.25'

ID: 5003  
Depth: 12.25'

**VILLAGE OF BROWN DEER**

West Exhibit  
2015 Sanitary Sewer Re-lining  
Village of Brown Deer, WI

**R.A. Smith National**  
*Beyond Surveying  
and Engineering*

<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: grey; border-radius: 50%; margin-right: 5px;"></span> Sanitary Manhole</li> <li><span style="display: inline-block; width: 20px; height: 2px; background-color: grey; margin-right: 5px;"></span> Sanitary Mainline</li> <li><span style="display: inline-block; width: 20px; height: 2px; background-color: grey; margin-right: 5px;"></span> Sanitary Lateral</li> </ul>	<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 10px; height: 10px; border: 2px solid red; border-radius: 50%; margin-right: 5px;"></span> Setup Location Sanitary Manhole</li> <li><span style="display: inline-block; width: 20px; height: 2px; background-color: green; margin-right: 5px;"></span> Re-line 8-Inch Sanitary Mainline</li> </ul>	<div style="text-align: center;"> <p>0 50 100 150 Scale in Feet</p> </div> <p style="text-align: right; font-size: small;">2015-07-15</p>
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**VILLAGE OF BROWN DEER**

South Exhibit  
2015 Sanitary Sewer Re-lining  
Village of Brown Deer, WI



**R.A. Smith National**  
*Beyond Surveying  
and Engineering*

- Sanitary Manhole
- Sanitary Mainline
- Re-line 8-Inch Sanitary Mainline
- Sanitary Lateral

- Setup Location Sanitary Manhole



0 50 100 150 200  
Scale in Feet

2015-07-15



# REQUEST FOR CONSIDERATION

<b>COMMITTEE:</b>	Finance & Public Works, Village Board
<b>ITEM DESCRIPTION:</b>	W. Fairy Chasm Road Design & Engineering Services
<b>PREPARED BY:</b>	Matthew S. Maederer, PE, Director of Public Works/Village Engineer
<b>REPORT DATE:</b>	July 31, 2015
<b>MANAGER'S REVIEW/COMMENTS:</b>	<input type="checkbox"/> No additional comments to this report. <input type="checkbox"/> See additional comments attached.
<b>RECOMMENDATION:</b>	Approval of the contract award amendment to the Ayres Associates Master Contract (No. 2015-04A) for W. Fairy Chasm Road Reconstruction (N. 60 <sup>th</sup> Street to N. 51 <sup>st</sup> Street) Design & Engineering Services
<b>EXPLANATION:</b>	<p>The Village's contracted engineer, Ayres Associates, has prepared an amendment to the master contract for professional design services covering the reconstruction of W. Fairy Chasm Road from N. 60<sup>th</sup> Street to N. 51<sup>st</sup> Street.</p> <p>W. Fairy Chasm Road between N. 60<sup>th</sup> Street &amp; N. 51<sup>st</sup> Street has a PASER rating of "3" which is classified as "poor" condition. The pavement requires rehabilitation/replacement and the chosen method is to pulverize, re-grade, and overlay which is the common treatment throughout Village roadways in similar conditions.</p> <p>As part of the design process staff is requesting the roadway be re-built with reduced pavement width. The current pavement width is 36-ft from edge of asphalt to edge of asphalt. Normal Village neighborhood roadways average 24-ft edge of asphalt to edge of asphalt. W. Fairy Chasm Road is classified as a "collector" roadway which would warrant the reduced pavement width. Staff is also investigating the option of adding a 10-ft or 8-ft shared use path on the north side of the roadway to link from N. 51<sup>st</sup> Street to the park and then to the newly installed sidewalk at N. 60<sup>th</sup> Street. Improvements would be limited to the existing pavement envelope and not impact adjacent roadside ditches. Design alternatives will be considered and presented at a public information meeting (PIM) for resident input prior to full design plan preparation.</p>
<b>FUNDING:</b>	The project was included in the CIP with a budgeted amount of \$35,000 for the W. Fairy Chasm Road design & engineering services. The funding will come from debt and be paid for out of Account No. 320.000.73.5.82.30 (Street Rehabilitation).

*Summary:*

Proposal: \$32,500

Budget: \$35,000

Balance: \$2,500\*\*

\*\*The balance will be used for public informational meetings with adjacent property owners within the project corridor.

**Attachments:**

- CIP Funding
- Master Agreement Amendment No. 2015-04A



May 6, 2015

Mr. Nathan Piotrowski  
Mr. Matthew Maederer  
Village of Brown Deer  
4800 W. Green Brook Drive  
Brown Deer, WI 53223

Re: Village of Brown Deer  
Village Engineering Services  
Contract Amendment No. 2015 – 04A  
W. Fairy Chasm Road Reconstruction (N. 60<sup>th</sup> St. to N. 51<sup>st</sup> Street)

Dear Nate and Matthew,

Thank you for the opportunity to submit this proposal for the Village of Brown Deer, Village Engineering Services, contract Amendment No. 2015 – 04A. The amendment will be completed per the Master Agreement for Professional Services amended December 9, 2013. This letter presents our proposed scope of services, time schedule, and fee.

### **Scope of Services**

Fairy Chasm is a residential street that currently is 36-feet of pavement, with some curb and ditching. Village staff is interested in replacing the roadway with two 11-foot lanes, terraces and a shared use bike path that will be part of the Oak Leaf Trail. Reconstruction will also include on-street parking accommodations near Fairy Chasm Park. The roadway will be pulverized, re-graded and overlaid with 4-inches of asphalt. Additional stormwater improvements may also occur along the roadway corridor to improve stormwater quality in the area. Topographic survey in this area has already been amended for this project and is scheduled to begin in early May.

Ayres Associates will complete a single set of construction plans and bidding documents for these projects. Construction is expected to begin in March of 2016.

Listed below is our scope of services that will be provided under this Amendment to complete the described project.

### **Engineering Services**

#### ***Roadway Design:***

- Preliminary Design:
  - Horizontal and Vertical Layout of the roadway
  - Create roadway plan/profiles, typical cross sections, cross sections, erosion control, traffic control, pavement marking, storm sewer/ditch design, and detail plan sheets
  - Traffic control and pavement markings will be included on plan/profile sheets as required
  - Analyze and design storm sewer/ditches.

- Prepare an opinion of probable construction costs.
- Final Design
  - Revise plans as per review comments.
  - Prepare bidding documents
  - Revise cost estimate

***Agency Coordination/Permits:***

- Prepare WDNR WRAPP Permit
- Coordinate project with area Utility Companies

***Bidding Services***

- Prepare bidding documents (including the standard Village front-end documents)
- Distribute bidding documents through the QuestCDN website
- Answer questions during bidding
- Tabulate bids and recommend the apparent low bidder

***Deliverables***

- Project ready construction plan set including the following:
  - Title Sheet
  - Legend
  - Overview Sheet
  - Erosion Control Plans
  - Intersection Grading Plans
  - Roadway Plan/Profile Sheets
  - Storm Sewer Plan/Profile Sheets
  - Detail Sheets (roadway, storm, erosion control, etc.)
  - Roadway Cross Section Sheets
  - Note: Traffic control and pavement markings/signage will be added to the roadway plan/profile sheets
- Project Specifications for bidding

***Village Responsibilities***

- Posting of news/press releases
- Public Information notification/mailing

**Not Included with This Amendment**

- Meetings including Public Information Meeting
- Right-of-Way Plat
- Real estate acquisition assistance
- Roadway lighting design
- Traffic Signal Design
- Construction administration, observation, and staking services
- Grant Applications
- Landscaping Plans
- Access management checks (AutoTurn)
- Pre-bid Meeting for Contractors prior to bidding

**Time Schedule/Fee**

May, 2015	Topographic Survey complete (weather dependent)
June, 2015	Kickoff Meeting (30% plan review)
July – September, 2015	Prepare 60% plans
September, 2015	60% Plan Review Meeting
September – October, 2015	Prepare 90% plans
November, 2015	90% Plan Review Meeting
November – December, 2015	Finalize plans and specs
January 2016	Solicit Bids
March/April 2016	Begin Construction

Engineering Services	
<i>Roadway Design</i>	\$29,300
<i>Agency Coordination/Permits</i>	\$ 1,100
<i>Bidding Services</i>	\$ 2,100
Total	\$32,500

**Acceptance**

If this proposal is acceptable to you, a signature on the enclosed copy will serve as our authorization to proceed.

Proposed by Consultant:

Accepted by Municipality:

Ayres Associates Inc

Village of Brown Deer



Kristine K. Anderson, PE  
Supervisor – Civil Engineering

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Michael Hall  
Village Manager

KKA:sem

Enclosure

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Date



# REQUEST FOR CONSIDERATION

<b>COMMITTEE CONSIDERATION:</b>	<b>Finance and Public Works Committee</b>
<b>ITEM DESCRIPTION:</b>	Ayres Contract Amendment No. 2015-05, Engineering Services for Park Plaza Court
<b>PREPARED BY:</b>	Nate Piotrowski, Community Development Director
<b>REPORT DATE:</b>	July 30, 2015

## BACKGROUND INFORMATION:

The Village's contracted engineer Ayres and Associates have prepared a contract amendment in order to cover survey, design and bidding services for the reconstruction of N. Park Plaza Court and the creation of a stormwater management feature for the redevelopment of the former American TV site.

The reconstruction of N. Park Plaza is necessary due to poor pavement conditions, increased heavy truck traffic due to the sale of the American property to PAK Technologies and Aldi and a "hot-in-place" asphalt recycling project that did not achieve desired results.

As a part of the former American redevelopment stormwater management is required by the Wisconsin Department of Natural Resources and Milwaukee Metropolitan Sewerage District. The pond will meet these requirements and also help to address regional stormwater quality while providing a green buffer on the Village's western border.

Ayres has a proven track record in Brown Deer for both roadway and stormwater design and ensuring these projects are successfully bid. It is planned that both the design and construction of the project will be funded through TIF #4 revenues, with construction completed in 2016.

## RECOMMENDATION:

Staff recommends approval of the contract amendment.

Please contact Nate Piotrowski with any questions or comments at 371-3061.

June 19, 2015

Mr. Matthew Maederer  
Village of Brown Deer  
4800 W. Green Brook Drive  
Brown Deer, WI 53223

Re: Village of Brown Deer  
Village Engineering Services  
Contract Amendment No. 2015 – 05  
Engineering Services for Park Plaza Court

Dear Matthew,

Thank you for the opportunity to submit this proposal for the Village of Brown Deer, Village Engineering Services, contract Amendment No. 2015 – 05. The amendment will be completed per the Master Agreement for Professional Services approved on January 23, 2012. This letter presents our proposed scope of services, time schedule, and fee.

As per your request, we will provide survey services listed below for Reconstruction of Park Plaza Court, stormwater management for the new Aldi Site, and flood storage design for Beaver Creek.

### Scope of Services

#### **Survey Services:**

- Survey approximately 800' urban street topo for 160' wide (140' wide ROW plus 10' each side, plus cul-de-sac area with 10' added).
- Survey will include the centerline of the westbound lane of Brown Deer Road and extend north to the north line of the former American TV site.
- Compute existing ROW based on record maps and spot verify by found irons.
- Full utility survey – Digger's Hotline field markings, location of utility structures, analysis of as-built plans and system maps.
  - Storm Sewer
  - Sanitary Sewer
  - Water
  - Electric
  - Telephone
  - Other utilities visible or marked by Digger's Hotline.
- Dip Manholes and Catch Basins – log Manhole data sheets.
- Dip Water Valves.
- Survey will include approximately 400'± storm line and structures running east of Park Plaza Court.
- Locate all driveways, sidewalks, terraces, trees, curbs, medians, poles, signs.

File: Z:\Marketing\2015\2015-03 Brown Deer Fairy Chasm Road Survey\2015-03 Brown Deer Fairy Chasm Road Survey.docx

- Establish project control monuments and benchmarks.

**Roadway Design:**

***This includes roadway reconstruction of approximately 600' from W. Brown Deer Road to the north property line of the former American TV site and mill and overlay from the northern property line of the former American TV site to through the cul-de-sac bulb.***

- Preliminary Design – Southern 600':
  - Horizontal and Vertical Layout of the roadway
  - Create roadway plan/profiles, typical cross sections, cross sections, erosion control, and detail plan sheets
  - Traffic control and pavement markings will be included on plan/profile sheets as required
  - Analyze and redesign storm sewer at south end of Park Plaza Court (adjacent to Brown Deer Road) to enter detention facility (see below).
  - Prepare an opinion of probable construction costs.
- Final Design – Southern 600'
  - Revise plans as per review comments.
  - Prepare bidding documents
  - Revise cost estimate
- Provide plan sheets only (no profiles) showing the limits of mill and overlay for the northern portion of the project.

**Stormwater Management Design:**

- Preliminary Design:
  - Using calculated design flows from Aldi site, layout stormwater management on Village owned property.
  - Calculate stormwater management needs relative to MMSD Chapter 13 Rules and Regulations.
  - Model stormwater management at the site.
  - Analyze and redesign storm sewer at south end of Park Plaza Court (adjacent to Brown Deer Road) to enter detention facility.
  - Write a report to be provided to MMSD for review.
  - Prepare an opinion of probable construction costs.
- Final Design
  - Revise plans as per review comments.
  - Prepare bidding documents
  - Revise cost estimate

**Landscape Design for Stormwater Management and Flood Storage Areas:**

- Develop Concept Planting Plan for the Stormwater detention facilities and surface flow areas.
- Develop a site Planting Plan
- Prepare Written Specifications for Construction
- Contribute to the project Opinion of probable Cost for Construction

- Answer bidding questions related to the landscape

***Meetings:***

- Meet with Village staff for a kickoff meeting, and after 60% and 90% design stages.
- Attendance at one (1) public information meeting
  - Prepare presentation information and exhibits (Village staff will prepare mailing lists and send out letters; Ayres Associates can assist as needed)

***Agency Coordination/Permits:***

- Prepare WDNR WRAPP and Chapter 30 Permits (for grading along Beaver Creek)
- Coordinate project with area Utility Companies

***Bidding Services***

- Prepare bidding documents (including the standard Village front-end documents)
- Distribute bidding documents through the QuestCDN website
- Answer questions during bidding
- Tabulate bids and recommend the apparent low bidder

***Soil Borings***

- Two soil borings at 5' deep will be collected in Park Plaza Court by PSI, Inc.
- Provide soils analysis and report for checking the pavement design.

***Deliverables***

Project ready construction plan set including the following:

- Title Sheet
- Legend
- Overview Sheet
- Erosion Control Plans
- Traffic Control Plans
- Roadway Plan/Profile Sheets
- Storm Sewer Plan/Profile Sheets as required
- Detail Sheets (roadway, storm, erosion control, etc.)
- Roadway Cross Section Sheets
- Project Specifications for bidding

**Not Included with This Amendment**

- Stormwater management for the medians in Park Plaza Court.
- "Gateway" landscape design elements.
- Topographic survey of the former American TV site.
- Intersection Detail Designs.
- AutoTurn analysis.
- Retaining wall design if required.
- Flood storage analysis on Beaver Creek.
- Survey of hydraulic cross sections along Beaver Creek.

- CLOMR or LOMR applications (for flood storage changes) or fees.

Time Schedule/Fee

Depending on the weather, the survey will be picked up by July 30, 2015.

Ayres Associates will perform the above services on an hourly basis using the rate schedule, found in the Master Agreement, plus reimbursable expenses. The estimated fee is expected not to exceed:

Survey Services	\$5,250
Roadway Design	\$21,500
Stormwater Management Design	\$17,500
Landscape Design	\$3,800
Bidding	\$2,100
Soil Borings	\$1,700
Total	\$51,850

Acceptance

If this proposal is acceptable to you, a signature on the enclosed copy will serve as our authorization to proceed.

Proposed by Consultant:

Ayres Associates Inc



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Kristine K. Anderson, PE  
Supervisor – Engineering Services

Accepted by Municipality:

Village of Brown Deer

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Michael T. Hall  
Village Manager

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Date



# REQUEST FOR CONSIDERATION

<b>COMMITTEE:</b>	Finance/Public Works Committee
<b>ITEM DESCRIPTION:</b>	June 2015 Financial Report
<b>PREPARED BY:</b>	Susan L Hudson, Treasurer / Comptroller 
<b>REPORT DATE:</b>	July 31, 2015
<b>MANAGER'S REVIEW/COMMENTS:</b>	<input checked="" type="checkbox"/> No additional comments to this report. <input type="checkbox"/> See additional comments attached.
<b>RECOMMENDATION:</b>	For Information Purposes
<b>EXPLANATION:</b>	<p>Attached is the Revenue and Expenditure Report as of June 30, 2015.</p> <p>Columns one and two compare activity for June 2014 and June 2015. Column three is the YTD balance as of June 30, 2015 Column four is 2015 Budget Amount Column five is Available Balance Column six is percentage of Budget used</p> <p>Here are the top three Financial Highlights from the month of June 2015:</p> <ol style="list-style-type: none"><li>1. As of June 30, 2015 we have collected 89.32% of the tax levy.</li><li>2. At the end of May the General Fund has received 64.27% of its revenue.</li><li>3. At the end of May the General Fund has spent 53.72% of its expenditures.</li></ol> <p>Please feel free to contact me if you have any questions or concerns.</p>

07/31/2015

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BROWN DEER

PERIOD ENDING 06/30/2015

% Fiscal Year Completed: 49.59

GL NUMBER	DESCRIPTION	ACTIVITY FOR 06/30/2014	ACTIVITY FOR 06/30/2015	YTD BALANCE 06/30/2015	2015 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
Fund 010 - General Fund							
Revenues							
010-000-11-4-00-10	General Property Taxes	414,396.96	386,243.87	5,579,117.58	6,246,057.00	666,939.42	89.32
010-000-12-4-00-10	Hotel Room Taxes	33,051.71	36,190.29	203,958.66	500,000.00	296,041.34	40.79
010-000-13-4-00-10	Payments In Lieu of Taxes	0.00	0.00	1,500.00	290,000.00	288,500.00	0.52
010-000-34-4-00-10	Shared Revenue	0.00	0.00	0.00	188,348.00	188,348.00	0.00
010-000-34-4-00-20	Fire Dues	0.00	0.00	0.00	34,883.00	34,883.00	0.00
010-000-34-4-00-30	Computer Exemptions	0.00	0.00	0.00	442,928.00	442,928.00	0.00
010-000-34-4-00-40	Expenditure Restraint	0.00	0.00	0.00	248,650.00	248,650.00	0.00
010-000-35-4-20-00	Public Safety	0.00	0.00	4,320.00	4,000.00	(320.00)	108.00
010-000-35-4-30-10	Transportation Aids	0.00	0.00	210,970.10	422,758.00	211,787.90	49.90
010-000-41-4-10-10	Liquor & Malt Beverage	10,800.00	600.00	12,600.00	11,500.00	(1,100.00)	109.57
010-000-41-4-20-10	Bartender	1,790.00	2,170.00	2,870.00	5,000.00	2,130.00	57.40
010-000-41-4-20-15	Cigarette	450.00	200.00	400.00	450.00	50.00	88.89
010-000-41-4-20-20	Soda Water	1,215.00	975.00	1,290.00	1,500.00	210.00	86.00
010-000-41-4-20-30	Peddling & Other	3,880.00	1,640.00	4,720.00	6,500.00	1,780.00	72.62
010-000-41-4-20-40	Cable Franchise Fees	0.00	0.00	48,182.66	160,265.00	112,082.34	30.06
010-000-42-4-00-10	Bicycle	10.00	0.00	0.00	20.00	20.00	0.00
010-000-42-4-00-20	Dog/Cat Licenses	119.00	177.00	3,698.56	6,000.00	2,301.44	61.64
010-000-43-4-00-10	Building	22,081.39	17,068.68	105,670.81	140,000.00	34,329.19	75.48
010-000-43-4-00-20	Electrical	2,122.50	2,603.40	19,229.30	25,000.00	5,770.70	76.92
010-000-43-4-00-30	Plumbing	714.00	804.00	4,260.00	11,000.00	6,740.00	38.73
010-000-43-4-00-40	Heating & A/C	6,876.56	1,983.00	20,490.46	23,000.00	2,509.54	89.09
010-000-44-4-00-10	Zoning Application Fees	50.00	600.00	2,300.00	4,500.00	2,200.00	51.11
010-000-44-4-00-20	Board of Appeals	0.00	0.00	700.00	250.00	(450.00)	280.00

GL NUMBER	DESCRIPTION	ACTIVITY FOR 06/30/2014	ACTIVITY FOR 06/30/2015	YTD BALANCE 06/30/2015	2015 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
010-000-44-4-00-30	Building Board Fee	150.00	60.00	360.00	1,000.00	640.00	36.00
010-000-49-4-20-10	Compliance Certificates	0.00	2,400.00	12,300.00	19,000.00	6,700.00	64.74
010-000-49-4-20-20	Miscellaneous Permits	25.00	25.00	565.00	2,000.00	1,435.00	28.25
010-000-49-4-30-10	Block Party Permits	0.00	0.00	0.00	50.00	50.00	0.00
010-000-49-4-30-20	R-O-W Permits	2,300.00	0.00	10,883.30	10,000.00	(883.30)	108.83
010-000-51-4-00-10	Court Fines & Penalties	(170.31)	0.00	(178.18)	200,000.00	200,178.18	(0.09)
010-000-51-4-00-11	Parking Fees	2,915.00	2,244.00	21,544.98	40,000.00	18,455.02	53.86
010-000-61-4-10-10	Photocopies	15.00	0.00	14.25	250.00	235.75	5.70
010-000-61-4-10-20	Property Information Certif	240.01	115.00	490.00	1,000.00	510.00	49.00
010-000-61-4-10-25	Prop Info Certificate-Reserved	120.00	50.00	220.00	500.00	280.00	44.00
010-000-61-4-10-50	Other Charges	0.00	0.00	45.00	0.00	(45.00)	100.00
010-000-62-4-10-10	Photocopies	61.75	64.00	580.50	2,000.00	1,419.50	29.03
010-000-62-4-10-15	Alarm fees	420.00	0.00	780.00	4,000.00	3,220.00	19.50
010-000-62-4-10-30	Fingerprints/Misc	(312.95)	515.00	3,827.21	3,000.00	(827.21)	127.57
010-000-63-4-00-20	DPW Services	0.00	100.00	200.00	500.00	300.00	40.00
010-000-73-4-20-60	Municipal Range Usage Fees	0.00	0.00	2,000.00	2,000.00	0.00	100.00
010-000-73-4-50-50	Rent Income	39,021.00	0.00	0.00	39,021.00	39,021.00	0.00
010-000-74-4-10-10	TIF Administration	132,043.00	0.00	0.00	132,100.00	132,100.00	0.00
010-000-74-4-10-20	Engineering & Administration	99,386.00	0.00	0.00	99,400.00	99,400.00	0.00
010-000-74-4-10-30	Miscellaneous Charges	188,228.00	0.00	0.00	188,300.00	188,300.00	0.00
010-000-74-4-20-40	Street Lighting Admin	3,000.00	0.00	0.00	3,000.00	3,000.00	0.00
010-000-74-4-40-10	Admin, Labor & Benefits-SEWER	93,806.00	0.00	0.00	93,810.00	93,810.00	0.00
010-000-74-4-40-20	Equipment & Materials	0.00	0.00	0.00	5,000.00	5,000.00	0.00
010-000-74-4-41-10	Admin, Labor & Benefits-STORM	47,765.00	0.00	0.00	47,800.00	47,800.00	0.00
010-000-74-4-41-20	Equipment & Materials	0.00	0.00	0.00	7,300.00	7,300.00	0.00
010-000-74-4-42-10	Admin, Labor & Benefits-WATER	16,325.75	0.00	0.00	65,310.00	65,310.00	0.00
010-000-74-4-42-20	Equipment & Materials	0.00	0.00	0.00	350.00	350.00	0.00
010-000-74-4-43-10	Admin, Labor and Benefits	23,823.00	0.00	0.00	23,850.00	23,850.00	0.00
010-000-74-4-43-20	Equipment & Materials-RECYCLIN	0.00	0.00	0.00	8,500.00	8,500.00	0.00
010-000-81-4-00-10	Investment Interest	3,814.22	0.00	561.28	45,000.00	44,438.72	1.25

GL NUMBER	DESCRIPTION	ACTIVITY FOR 06/30/2014	ACTIVITY FOR 06/30/2015	YTD BALANCE 06/30/2015	2015 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
010-000-81-4-00-20	Interest-Delinquent Taxes	(44,647.84)	4,084.79	15,804.45	25,000.00	9,195.55	63.22
010-000-82-4-00-10	Rent Income	0.00	2,251.59	51,547.53	10,494.00	(41,053.53)	491.21
010-000-82-4-00-20	Insurance Dividends	0.00	0.00	0.00	30,000.00	30,000.00	0.00
010-000-82-4-00-50	Miscellaneous Revenue	(20.54)	0.00	2,233.63	3,000.00	766.37	74.45
010-000-83-4-00-10	Equipment Sales	0.00	0.00	4,536.01	0.00	(4,536.01)	100.00
010-000-83-4-00-20	Advertising Sales-BD Magazine	8,294.00	885.00	9,257.00	20,000.00	10,743.00	46.29
010-000-84-4-00-50	Damage to/Loss of Property	0.00	0.00	2,640.53	0.00	(2,640.53)	100.00
TOTAL Revenues		1,114,158.21	464,049.62	6,366,490.62	9,905,144.00	3,538,653.38	64.27
Expenditures							
000-00		(167.74)	(135.50)	(872.00)	0.00	872.00	100.00
110-11	VILLAGE BOARD	2,422.12	2,530.12	18,239.15	38,771.00	20,531.85	47.04
120-12	MUNICIPAL COURT	10,455.66	9,518.78	62,564.73	110,633.00	48,068.27	56.55
130-13	LEGAL SERVICES	11,701.00	9,825.00	50,523.00	128,683.00	78,160.00	39.26
140-14	VILLAGE MANAGER	28,320.94	25,231.00	152,105.88	353,904.00	201,798.12	42.98
141-14	VILLAGE MNGER - PERSONNEL	917.20	471.30	821.50	12,500.00	11,678.50	6.57
142-14	ELECTIONS	1,076.58	625.83	3,056.12	12,500.00	9,443.88	24.45
150-15	ADMINISTRATIVE SERVICES	31,968.34	26,157.44	141,753.05	315,022.00	173,268.95	45.00
151-15	ASSESSOR	2,273.24	35,363.75	144,991.39	25,000.00	(119,991.39)	579.97
191-14	OTHER GENERAL GOVERNMENT	5,699.22	5,790.98	48,096.66	137,780.00	89,683.34	34.91
192-14	INFORMATION TECHNOLOGY	0.00	0.00	467.87	15,180.00	14,712.13	3.08
193-41	INTERGOVERNMENTAL EXP.	130,377.56	2,132.14	8,023.36	140,932.00	132,908.64	5.69
194-51	HISTORICAL SOCIETY	11.36	22.22	894.23	500.00	(394.23)	178.85
195-18	PERSONNEL POST-EMPLOYMENT	1,507.24	1,600.00	9,600.00	29,450.00	19,850.00	32.60
195-28	Other General Government	100.00	176.56	2,381.03	2,000.00	(381.03)	119.05
199-15	UNCLASSIFIED GEN GOV	0.00	0.00	3,256.79	4,000.00	743.21	81.42
199-19	PROPERTY INSURANCE	32,470.00	44,965.00	133,574.00	153,700.00	20,126.00	86.91
199-92	OTHER FINANCING USES	90,000.00	0.00	0.00	90,000.00	90,000.00	0.00
210-21	POLICE DEPARTMENT	317,586.96	286,364.92	1,731,202.39	3,709,106.00	1,977,903.61	46.67

GL NUMBER	DESCRIPTION	ACTIVITY FOR 06/30/2014	ACTIVITY FOR 06/30/2015	YTD BALANCE 06/30/2015	2015 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
220-22	FIRE DEPARTMENT - EG	19.13	524,233.14	1,572,779.32	2,131,939.00	559,159.68	73.77
230-23	DISPATCH SERVICES	320.18	0.00	248,839.96	399,681.00	150,841.04	62.26
310-31	PUBLIC WORKS ADMIN	21,495.20	16,911.30	87,966.37	209,403.00	121,436.63	42.01
311-33	DPW STREETS/TRAFFIC OPS	5,345.55	18,466.23	64,677.58	189,508.00	124,830.42	34.13
312-34	DPW SIDEWALK MAINTENANCE	0.00	0.00	0.00	3,638.00	3,638.00	0.00
313-33	DPW WINTER OPERATIONS	508.95	107.64	124,168.11	173,718.00	49,549.89	71.48
317-61	DPW FORESTRY OPERATIONS	8,887.43	16,105.96	70,901.89	77,018.00	6,116.11	92.06
319-16	DPW MUNICIPAL COMPLEX	1,681.73	1,178.13	12,730.19	34,480.00	21,749.81	36.92
319-33	DPW MUNICIPAL COMPLEX	16,379.46	17,062.53	92,594.40	240,053.00	147,458.60	38.57
320-36	DPW REFUSE	34,008.35	35,203.43	163,704.09	397,057.00	233,352.91	41.23
360-31	COMMUNITY DEVELOPMENT	31,517.47	31,373.68	201,210.40	406,350.00	205,139.60	49.52
361-16	VILLAGE HALL	14,897.36	14,701.41	72,781.77	150,485.00	77,703.23	48.36
530-53	PARK & RECREATION	15,484.76	16,173.64	97,834.73	212,153.00	114,318.27	46.12
TOTAL Expenditures		817,265.25	1,142,156.63	5,320,867.96	9,905,144.00	4,584,276.04	53.72
Fund 010 - General Fund:							
TOTAL REVENUES		1,114,158.21	464,049.62	6,366,490.62	9,905,144.00	3,538,653.38	64.27
TOTAL EXPENDITURES		817,265.25	1,142,156.63	5,320,867.96	9,905,144.00	4,584,276.04	53.72
NET OF REVENUES & EXPENDITURES		296,892.96	(678,107.01)	1,045,622.66	0.00	(1,045,622.66)	100.00
BEG. FUND BALANCE				4,571,346.94	4,571,346.94		
FUND BALANCE ADJUSTMENTS				1,574.08			
END FUND BALANCE				5,618,543.68	4,571,346.94		
Fund 020 - Donation Fund							
Revenues							
020-000-85-4-20-20	Donations - K9	0.00	0.00	375.00	0.00	(375.00)	100.00
020-000-85-4-20-30	Donations - Police Save a Life	0.00	0.00	300.00	0.00	(300.00)	100.00
TOTAL Revenues		0.00	0.00	675.00	0.00	(675.00)	100.00

GL NUMBER	DESCRIPTION	ACTIVITY FOR 06/30/2014	ACTIVITY FOR 06/30/2015	YTD BALANCE 06/30/2015	2015 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
Expenditures							
000-21	TAXES RECEIVABLES	159.42	295.17	2,740.96	0.00	(2,740.96)	100.00
TOTAL Expenditures		159.42	295.17	2,740.96	0.00	(2,740.96)	100.00
Fund 020 - Donation Fund:							
TOTAL REVENUES		0.00	0.00	675.00	0.00	(675.00)	100.00
TOTAL EXPENDITURES		159.42	295.17	2,740.96	0.00	(2,740.96)	100.00
NET OF REVENUES & EXPENDITURES		(159.42)	(295.17)	(2,065.96)	0.00	2,065.96	100.00
BEG. FUND BALANCE				17,946.45	17,946.45		
END FUND BALANCE				15,880.49	17,946.45		
Fund 120 - PD Asset Forfeiture							
Revenues							
120-000-81-4-00-10	Investment Interest	8.00	0.00	18.00	0.00	(18.00)	100.00
TOTAL Revenues		8.00	0.00	18.00	0.00	(18.00)	100.00
Expenditures							
000-21	TAXES RECEIVABLES	0.00	0.00	2,180.00	0.00	(2,180.00)	100.00
TOTAL Expenditures		0.00	0.00	2,180.00	0.00	(2,180.00)	100.00
Fund 120 - PD Asset Forfeiture:							
TOTAL REVENUES		8.00	0.00	18.00	0.00	(18.00)	100.00
TOTAL EXPENDITURES		0.00	0.00	2,180.00	0.00	(2,180.00)	100.00
NET OF REVENUES & EXPENDITURES		8.00	0.00	(2,162.00)	0.00	2,162.00	100.00
BEG. FUND BALANCE				15,491.12	15,491.12		
END FUND BALANCE				13,329.12	15,491.12		

GL NUMBER	DESCRIPTION	ACTIVITY FOR 06/30/2014	ACTIVITY FOR 06/30/2015	YTD BALANCE 06/30/2015	2015 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
Fund 135 - Recycling Fund							
Revenues							
135-000-35-4-40-10	Recycling Grant	0.00	43,768.74	43,768.74	40,000.00	(3,768.74)	109.42
135-000-64-4-20-10	Recycling Charges	1,840.00	2,462.32	331,837.56	332,560.00	722.44	99.78
135-000-64-4-20-15	Recycling Cart Purchases	0.00	0.00	1,601.40	200.00	(1,401.40)	800.70
135-000-64-4-20-20	Sale of Materials	1,598.58	685.30	1,983.01	15,000.00	13,016.99	13.22
135-000-81-4-00-10	Investment Interest	356.00	0.00	723.00	0.00	(723.00)	100.00
135-000-82-4-00-50	Miscellaneous Revenue	245.00	575.00	1,705.00	2,500.00	795.00	68.20
TOTAL Revenues		4,039.58	47,491.36	381,618.71	390,260.00	8,641.29	97.79
Expenditures							
320-36	DPW REFUSE	45,202.98	24,717.79	70,442.47	347,937.00	277,494.53	20.25
TOTAL Expenditures		45,202.98	24,717.79	70,442.47	347,937.00	277,494.53	20.25
Fund 135 - Recycling Fund:							
TOTAL REVENUES		4,039.58	47,491.36	381,618.71	390,260.00	8,641.29	97.79
TOTAL EXPENDITURES		45,202.98	24,717.79	70,442.47	347,937.00	277,494.53	20.25
NET OF REVENUES & EXPENDITURES		(41,163.40)	22,773.57	311,176.24	42,323.00	(268,853.24)	735.24
BEG. FUND BALANCE				513,112.16	513,112.16		
END FUND BALANCE				824,288.40	555,435.16		
Fund 140 - North Shore Health Dept							
Revenues							
140-000-49-4-20-30	Permits	48,978.00	33,068.00	81,184.00	104,974.00	23,790.00	77.34
140-000-65-4-10-13	Clinic Fees	615.00	759.00	4,866.40	19,255.00	14,388.60	25.27
140-000-73-4-50-10	Bayside Contribution	0.00	0.00	6,560.75	26,243.00	19,682.25	25.00
140-000-73-4-50-20	Brown Deer Contribution	125,932.00	0.00	0.00	125,932.00	125,932.00	0.00

GL NUMBER	DESCRIPTION	ACTIVITY FOR 06/30/2014	ACTIVITY FOR 06/30/2015	YTD BALANCE 06/30/2015	2015 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
140-000-73-4-50-30	Fox Point Contribution	0.00	0.00	6,800.00	27,200.00	20,400.00	25.00
140-000-73-4-50-40	Glendale Contribution	0.00	0.00	16,132.00	64,528.00	48,396.00	25.00
140-000-73-4-50-50	River Hills Contribution	0.00	0.00	2,309.50	9,238.00	6,928.50	25.00
140-000-73-4-50-70	Shorewood contribution	0.00	0.00	32,101.25	128,405.00	96,303.75	25.00
140-000-73-4-50-80	Whitefish Bay contribution	0.00	0.00	16,510.00	66,040.00	49,530.00	25.00
140-000-73-4-50-85	TB Dispensary	0.00	947.90	1,480.42	350.00	(1,130.42)	422.98
140-000-73-4-50-90	TB Dispensary Medicaid	0.00	150.28	1,049.76	0.00	(1,049.76)	100.00
140-000-74-4-10-10	Interdepartmental Grant Fund	12,847.00	0.00	0.00	13,640.00	13,640.00	0.00
140-000-81-4-00-10	Investment Interest	49.00	0.00	67.00	0.00	(67.00)	100.00
140-000-85-4-40-10	Donations - NSHD	50.00	40.00	534.00	0.00	(534.00)	100.00
TOTAL Revenues		188,471.00	34,965.18	169,595.08	585,805.00	416,209.92	28.95
Expenditures							
410-41		84,545.59	(6,241.98)	150,672.67	482,846.00	332,173.33	31.21
411-41		7,183.34	6,987.82	44,449.18	102,959.00	58,509.82	43.17
TOTAL Expenditures		91,728.93	745.84	195,121.85	585,805.00	390,683.15	33.31
Fund 140 - North Shore Health Dept:							
TOTAL REVENUES		188,471.00	34,965.18	169,595.08	585,805.00	416,209.92	28.95
TOTAL EXPENDITURES		91,728.93	745.84	195,121.85	585,805.00	390,683.15	33.31
NET OF REVENUES & EXPENDITURES		96,742.07	34,219.34	(25,526.77)	0.00	25,526.77	100.00
BEG. FUND BALANCE				33,698.59	33,698.59		
END FUND BALANCE				8,171.82	33,698.59		
Fund 141 - NSHD Grant Fund							
Revenues							
141-000-35-4-50-10	MCH-Maternal/Child Health	0.00	0.00	7,190.00	16,678.00	9,488.00	43.11
141-000-35-4-50-15	Immunization Grant	0.00	0.00	5,673.00	15,884.00	10,211.00	35.72

GL NUMBER	DESCRIPTION	ACTIVITY FOR 06/30/2014	ACTIVITY FOR 06/30/2015	YTD BALANCE 06/30/2015	2015 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
141-000-35-4-50-20	Prevention Grant	0.00	0.00	1,872.00	4,005.00	2,133.00	46.74
141-000-35-4-50-45	Public Health Preparedness	0.00	0.00	55,300.94	77,131.00	21,830.06	71.70
141-000-35-4-50-47	CRI NSHD	0.00	0.00	13,449.39	16,650.00	3,200.61	80.78
141-000-35-4-50-49	Lead	0.00	0.00	1,266.00	2,552.00	1,286.00	49.61
141-000-35-4-50-50	Environmental Consortia-Radon	0.00	0.00	2,231.00	3,500.00	1,269.00	63.74
141-000-35-4-50-66	HCR Infrastructure Grant	0.00	0.00	8,950.00	0.00	(8,950.00)	100.00
TOTAL Revenues		0.00	0.00	95,932.33	136,400.00	40,467.67	70.33
Expenditures							
421-41	MCH	2,878.65	693.79	6,005.64	16,678.00	10,672.36	36.01
422-41	IMM GRANT	1,474.28	310.09	1,543.13	15,884.00	14,340.87	9.71
423-41	PREVENTION	303.00	2,566.11	2,780.82	4,005.00	1,224.18	69.43
442-41	PHP Preparedness	21,634.66	32,488.92	54,398.04	77,131.00	22,732.96	70.53
445-41	Enviro Cons/Radon	0.00	0.00	1,701.80	0.00	(1,701.80)	100.00
448-41	Beach Water	0.00	251.75	385.77	0.00	(385.77)	100.00
450-41	Preparedness CRI	0.00	4,599.00	6,768.20	16,650.00	9,881.80	40.65
452-41	LEAD	377.68	178.92	756.85	2,552.00	1,795.15	29.66
456-41	Ebola Grant	0.00	1,405.58	1,405.58	0.00	(1,405.58)	100.00
TOTAL Expenditures		26,668.27	42,494.16	75,745.83	132,900.00	57,154.17	56.99
Fund 141 - NSHD Grant Fund:							
TOTAL REVENUES		0.00	0.00	95,932.33	136,400.00	40,467.67	70.33
TOTAL EXPENDITURES		26,668.27	42,494.16	75,745.83	132,900.00	57,154.17	56.99
NET OF REVENUES & EXPENDITURES		(26,668.27)	(42,494.16)	20,186.50	3,500.00	(16,686.50)	576.76
BEG. FUND BALANCE				(0.72)	(0.72)		
END FUND BALANCE				20,185.78	3,499.28		

Fund 151 - Library Fund

GL NUMBER	DESCRIPTION	ACTIVITY FOR 06/30/2014	ACTIVITY FOR 06/30/2015	YTD BALANCE 06/30/2015	2015 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
Revenues							
151-000-11-4-00-10	General Property Taxes	25,847.89	23,829.04	344,199.65	385,346.00	41,146.35	89.32
151-000-67-4-10-10	Photocopies	734.08	941.21	4,121.35	5,500.00	1,378.65	74.93
151-000-67-4-10-20	Library-Fines	1,062.00	1,518.53	7,880.63	15,000.00	7,119.37	52.54
151-000-67-4-10-30	Sale of Materials	60.55	56.00	422.47	900.00	477.53	46.94
151-000-67-4-10-40	Lost Material Charges	80.00	114.50	702.78	1,500.00	797.22	46.85
151-000-67-4-10-90	Miscellaneous Charges	308.00	468.70	1,934.90	2,000.00	65.10	96.75
151-000-73-4-60-10	MCFLS-Reciprocal Borrowing	0.00	0.00	97,010.00	96,852.00	(158.00)	100.16
151-000-81-4-00-10	Investment Interest	141.00	0.00	142.00	2,500.00	2,358.00	5.68
151-000-82-4-00-10	Rent Income	0.00	0.00	13,750.00	33,000.00	19,250.00	41.67
151-000-85-4-50-10	Donations - Library	0.00	607.00	7,908.33	8,000.00	91.67	98.85
TOTAL Revenues		28,233.52	27,534.98	478,072.11	550,598.00	72,525.89	86.83
Expenditures							
510-51	92400	28,911.31	31,020.75	203,432.97	426,945.00	223,512.03	47.65
511-51		6,108.78	8,349.08	38,632.79	71,350.00	32,717.21	54.15
512-51		5,641.53	2,368.81	25,510.15	36,800.00	11,289.85	69.32
TOTAL Expenditures		40,661.62	41,738.64	267,575.91	535,095.00	267,519.09	50.01
Fund 151 - Library Fund:							
TOTAL REVENUES		28,233.52	27,534.98	478,072.11	550,598.00	72,525.89	86.83
TOTAL EXPENDITURES		40,661.62	41,738.64	267,575.91	535,095.00	267,519.09	50.01
NET OF REVENUES & EXPENDITURES		(12,428.10)	(14,203.66)	210,496.20	15,503.00	(194,993.20)	1,357.78
BEG. FUND BALANCE				64,687.91	64,687.91		
END FUND BALANCE				275,184.11	80,190.91		

Fund 152 - Village Park & Pond Fund

Revenues

GL NUMBER	DESCRIPTION	ACTIVITY FOR 06/30/2014	ACTIVITY FOR 06/30/2015	YTD BALANCE 06/30/2015	2015 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
152-000-11-4-00-10	General Property Taxes	3,186.16	2,937.31	42,428.06	47,500.00	5,071.94	89.32
152-000-67-4-20-10	Fairy Chasm Park Permits	0.00	0.00	200.00	1,500.00	1,300.00	13.33
152-000-67-4-20-20	Village Park Permits	418.02	205.00	2,493.34	4,785.00	2,291.66	52.11
152-000-67-4-20-50	Other Charges	0.00	0.00	0.00	500.00	500.00	0.00
152-000-67-4-34-10	Pond Admissions	1,088.77	1,952.89	1,952.89	15,700.00	13,747.11	12.44
152-000-67-4-34-20	Pond Memberships	2,630.50	872.00	977.00	5,200.00	4,223.00	18.79
152-000-67-4-34-30	Concession Sales	548.29	750.04	750.04	7,500.00	6,749.96	10.00
152-000-81-4-00-10	Investment Interest	34.00	0.00	45.00	300.00	255.00	15.00
TOTAL Revenues		7,905.74	6,717.24	48,846.33	82,985.00	34,138.67	58.86
Expenditures							
520-52		10,973.77	7,358.33	14,844.63	70,501.00	55,656.37	21.06
521-52		2,427.43	1,476.96	5,443.38	14,048.00	8,604.62	38.75
TOTAL Expenditures		13,401.20	8,835.29	20,288.01	84,549.00	64,260.99	24.00
Fund 152 - Village Park & Pond Fund:							
TOTAL REVENUES		7,905.74	6,717.24	48,846.33	82,985.00	34,138.67	58.86
TOTAL EXPENDITURES		13,401.20	8,835.29	20,288.01	84,549.00	64,260.99	24.00
NET OF REVENUES & EXPENDITURES		(5,495.46)	(2,118.05)	28,558.32	(1,564.00)	(30,122.32)	1,825.98
BEG. FUND BALANCE				32,599.55	32,599.55		
END FUND BALANCE				61,157.87	31,035.55		
Fund 153 - Recreation Program Fund							
Revenues							
153-000-67-4-30-20	Adult Sport Leagues	0.00	0.00	1,900.00	4,000.00	2,100.00	47.50
153-000-67-4-30-25	Adult Instruction	631.00	916.00	11,731.00	24,641.00	12,910.00	47.61
153-000-67-4-30-30	Youth Instruction	11,350.00	10,407.00	19,078.75	27,828.00	8,749.25	68.56
153-000-67-4-30-35	Community Programs	724.00	0.00	0.00	2,350.00	2,350.00	0.00

GL NUMBER	DESCRIPTION	ACTIVITY FOR 06/30/2014	ACTIVITY FOR 06/30/2015	YTD BALANCE 06/30/2015	2015 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
153-000-67-4-30-40	Aquatic Program	895.00	790.00	7,959.00	22,185.00	14,226.00	35.88
153-000-67-4-30-45	Senior Programs	228.96	830.00	1,746.54	3,500.00	1,753.46	49.90
153-000-67-4-30-50	Other Program Charges	0.00	0.00	0.00	150.00	150.00	0.00
153-000-67-4-30-60	Community Center - Misc Rev	0.00	0.00	0.00	1,000.00	1,000.00	0.00
153-000-73-4-20-70	Other Intergovt'l Revenue	3,302.28	3,745.80	11,231.38	16,000.00	4,768.62	70.20
153-000-81-4-00-10	Investment Interest	36.00	0.00	62.00	300.00	238.00	20.67
153-000-82-4-00-30	Fund Raising Programs	1,092.50	0.00	50.50	8,150.00	8,099.50	0.62
153-000-85-4-53-10	Donations - Rec Programs	0.00	0.00	0.00	250.00	250.00	0.00
153-000-85-4-53-20	Donations - Community Center	700.00	0.00	0.00	6,000.00	6,000.00	0.00
TOTAL Revenues		18,959.74	16,688.80	53,759.17	116,354.00	62,594.83	46.20
Expenditures							
000-35	STATE GRANTS	524.70	0.00	714.04	2,000.00	1,285.96	35.70
000-53		157.44	455.96	1,236.04	16,284.00	15,047.96	7.59
541-53		639.44	426.29	967.79	5,398.00	4,430.21	17.93
542-53		1,275.85	709.41	7,763.65	18,329.00	10,565.35	42.36
543-53		1,798.59	944.88	11,905.61	42,741.00	30,835.39	27.86
544-53		0.00	0.00	0.00	2,160.00	2,160.00	0.00
545-53		587.50	956.50	4,722.65	18,726.00	14,003.35	25.22
546-53	Senior Center	337.99	446.48	2,676.24	5,986.00	3,309.76	44.71
547-53	Community Center	0.00	0.00	0.00	2,292.00	2,292.00	0.00
TOTAL Expenditures		5,321.51	3,939.52	29,986.02	113,916.00	83,929.98	26.32
Fund 153 - Recreation Program Fund:							
TOTAL REVENUES		18,959.74	16,688.80	53,759.17	116,354.00	62,594.83	46.20
TOTAL EXPENDITURES		5,321.51	3,939.52	29,986.02	113,916.00	83,929.98	26.32
NET OF REVENUES & EXPENDITURES		13,638.23	12,749.28	23,773.15	2,438.00	(21,335.15)	975.11
BEG. FUND BALANCE				52,717.26	52,717.26		
END FUND BALANCE				76,490.41	55,155.26		

GL NUMBER	DESCRIPTION	ACTIVITY FOR 06/30/2014	ACTIVITY FOR 06/30/2015	YTD BALANCE 06/30/2015	2015 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
Fund 154 - 4th of July Fund							
Revenues							
154-000-67-4-41-10	4th of July Sales	323.47	0.00	28.72	8,000.00	7,971.28	0.36
154-000-67-4-41-20	Raffle Ticket Sales	345.00	215.00	1,202.00	2,500.00	1,298.00	48.08
154-000-67-4-41-30	Bingo Card Sales	0.00	0.00	0.00	1,300.00	1,300.00	0.00
154-000-81-4-00-10	Investment Interest	18.00	0.00	39.00	0.00	(39.00)	100.00
154-000-82-4-00-50	Miscellaneous Revenue	0.00	0.00	0.00	450.00	450.00	0.00
154-000-85-4-54-10	Donations - 4th of July	2,592.15	5,199.09	19,424.10	29,000.00	9,575.90	66.98
TOTAL Revenues		3,278.62	5,414.09	20,693.82	41,250.00	20,556.18	50.17
Expenditures							
000-53		6,116.50	10,512.76	11,767.66	38,540.00	26,772.34	30.53
TOTAL Expenditures		6,116.50	10,512.76	11,767.66	38,540.00	26,772.34	30.53
Fund 154 - 4th of July Fund:							
TOTAL REVENUES		3,278.62	5,414.09	20,693.82	41,250.00	20,556.18	50.17
TOTAL EXPENDITURES		6,116.50	10,512.76	11,767.66	38,540.00	26,772.34	30.53
NET OF REVENUES & EXPENDITURES		(2,837.88)	(5,098.67)	8,926.16	2,710.00	(6,216.16)	329.38
BEG. FUND BALANCE				32,086.04	32,086.04		
END FUND BALANCE				41,012.20	34,796.04		
Fund 155 - Community Center Fund							
Revenues							
155-000-67-4-20-40	Facility Rental Fees	0.00	675.00	6,536.40	0.00	(6,536.40)	100.00
TOTAL Revenues		0.00	675.00	6,536.40	0.00	(6,536.40)	100.00

GL NUMBER	DESCRIPTION	ACTIVITY FOR 06/30/2014	ACTIVITY FOR 06/30/2015	YTD BALANCE 06/30/2015	2015 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
Expenditures							
546-53	Senior Center	0.00	810.82	5,859.93	0.00	(5,859.93)	100.00
547-53	Community Center	0.00	494.96	2,715.07	0.00	(2,715.07)	100.00
TOTAL Expenditures		0.00	1,305.78	8,575.00	0.00	(8,575.00)	100.00
Fund 155 - Community Center Fund:							
TOTAL REVENUES		0.00	675.00	6,536.40	0.00	(6,536.40)	100.00
TOTAL EXPENDITURES		0.00	1,305.78	8,575.00	0.00	(8,575.00)	100.00
NET OF REVENUES & EXPENDITURES		0.00	(630.78)	(2,038.60)	0.00	2,038.60	100.00
BEG. FUND BALANCE							
END FUND BALANCE				(2,038.60)			
Fund 160 - Village Grant Fund							
Revenues							
160-000-35-4-70-20	CDBG-Senior Center	13,342.91	0.00	0.00	0.00	0.00	0.00
TOTAL Revenues		13,342.91	0.00	0.00	0.00	0.00	0.00
Expenditures							
546-53	Senior Center	1,124.39	0.00	0.00	0.00	0.00	0.00
TOTAL Expenditures		1,124.39	0.00	0.00	0.00	0.00	0.00
Fund 160 - Village Grant Fund:							
TOTAL REVENUES		13,342.91	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		1,124.39	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		12,218.52	0.00	0.00	0.00	0.00	0.00
BEG. FUND BALANCE				(631.98)	(631.98)		
END FUND BALANCE				(631.98)	(631.98)		

GL NUMBER	DESCRIPTION	ACTIVITY FOR 06/30/2014	ACTIVITY FOR 06/30/2015	YTD BALANCE 06/30/2015	2015 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
Fund 170 - BD Business Park Street Light Fund							
Revenues							
170-000-24-4-00-10	Street Lighting	32.33	12.99	7,056.53	5,376.00	(1,680.53)	131.26
170-000-81-4-00-10	Investment Interest	22.00	0.00	51.00	100.00	49.00	51.00
TOTAL Revenues		54.33	12.99	7,107.53	5,476.00	(1,631.53)	129.79
Expenditures							
000-34	STATE SHARED REVENUE	654.51	160.92	4,183.25	5,376.00	1,192.75	77.81
TOTAL Expenditures		654.51	160.92	4,183.25	5,376.00	1,192.75	77.81
Fund 170 - BD Business Park Street Light Fund:							
TOTAL REVENUES		54.33	12.99	7,107.53	5,476.00	(1,631.53)	129.79
TOTAL EXPENDITURES		654.51	160.92	4,183.25	5,376.00	1,192.75	77.81
NET OF REVENUES & EXPENDITURES		(600.18)	(147.93)	2,924.28	100.00	(2,824.28)	2,924.28
BEG. FUND BALANCE				40,485.25	40,485.25		
END FUND BALANCE				43,409.53	40,585.25		
Fund 171 - Kildeer Court Street Lighting Fund							
Revenues							
171-000-24-4-00-10	Street Lighting	17.84	7.39	4,012.68	3,057.00	(955.68)	131.26
171-000-81-4-00-10	Investment Interest	33.00	0.00	77.00	150.00	73.00	51.33
TOTAL Revenues		50.84	7.39	4,089.68	3,207.00	(882.68)	127.52
Expenditures							
000-34	STATE SHARED REVENUE	545.23	51.12	362.98	3,057.00	2,694.02	11.87

GL NUMBER	DESCRIPTION	ACTIVITY FOR 06/30/2014	ACTIVITY FOR 06/30/2015	YTD BALANCE 06/30/2015	2015 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
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TOTAL Expenditures		545.23	51.12	362.98	3,057.00	2,694.02	11.87
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Fund 171 - Kildeer Court Street Lighting Fund:							
TOTAL REVENUES		50.84	7.39	4,089.68	3,207.00	(882.68)	127.52
TOTAL EXPENDITURES		545.23	51.12	362.98	3,057.00	2,694.02	11.87
NET OF REVENUES & EXPENDITURES		(494.39)	(43.73)	3,726.70	150.00	(3,576.70)	2,484.47
BEG. FUND BALANCE				61,967.57	61,967.57		
END FUND BALANCE				65,694.27	62,117.57		
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Fund 172 - Opus North Street Lighting Fund							
Revenues							
172-000-24-4-00-10	Street Lighting	15.28	7.75	4,212.85	3,209.00	(1,003.85)	131.28
172-000-81-4-00-10	Investment Interest	15.00	0.00	36.00	100.00	64.00	36.00
TOTAL Revenues		30.28	7.75	4,248.85	3,309.00	(939.85)	128.40
-----							
Expenditures							
000-34	STATE SHARED REVENUE	578.53	88.16	1,601.09	3,209.00	1,607.91	49.89
TOTAL Expenditures		578.53	88.16	1,601.09	3,209.00	1,607.91	49.89
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Fund 172 - Opus North Street Lighting Fund:							
TOTAL REVENUES		30.28	7.75	4,248.85	3,309.00	(939.85)	128.40
TOTAL EXPENDITURES		578.53	88.16	1,601.09	3,209.00	1,607.91	49.89
NET OF REVENUES & EXPENDITURES		(548.25)	(80.41)	2,647.76	100.00	(2,547.76)	2,647.76
BEG. FUND BALANCE				29,010.29	29,010.29		
END FUND BALANCE				31,658.05	29,110.29		
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Fund 173 - Park Plaza Street Lighting Fund							

GL NUMBER	DESCRIPTION	ACTIVITY FOR 06/30/2014	ACTIVITY FOR 06/30/2015	YTD BALANCE 06/30/2015	2015 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
Revenues							
173-000-24-4-00-10	Street Lighting	77.70	40.65	22,088.67	16,827.00	(5,261.67)	131.27
173-000-81-4-00-10	Investment Interest	13.00	0.00	28.00	100.00	72.00	28.00
TOTAL Revenues		90.70	40.65	22,116.67	16,927.00	(5,189.67)	130.66
Expenditures							
000-34	STATE SHARED REVENUE	312.23	791.43	5,456.01	16,825.00	11,368.99	32.43
TOTAL Expenditures		312.23	791.43	5,456.01	16,825.00	11,368.99	32.43
Fund 173 - Park Plaza Street Lighting Fund:							
TOTAL REVENUES		90.70	40.65	22,116.67	16,927.00	(5,189.67)	130.66
TOTAL EXPENDITURES		312.23	791.43	5,456.01	16,825.00	11,368.99	32.43
NET OF REVENUES & EXPENDITURES		(221.53)	(750.78)	16,660.66	102.00	(16,558.66)	16,333.98
BEG. FUND BALANCE				19,324.82	19,324.82		
END FUND BALANCE				35,985.48	19,426.82		
Fund 174 - North Arbon Drive Street Lighting Fund							
Revenues							
174-000-24-4-00-10	Street Lighting	19.39	9.65	5,242.58	3,994.00	(1,248.58)	131.26
174-000-81-4-00-10	Investment Interest	18.00	0.00	41.00	100.00	59.00	41.00
TOTAL Revenues		37.39	9.65	5,283.58	4,094.00	(1,189.58)	129.06
Expenditures							
000-34	STATE SHARED REVENUE	624.13	149.06	1,109.14	3,994.00	2,884.86	27.77
TOTAL Expenditures		624.13	149.06	1,109.14	3,994.00	2,884.86	27.77
Fund 174 - North Arbon Drive Street Lighting Fund:							

GL NUMBER	DESCRIPTION	ACTIVITY FOR 06/30/2014	ACTIVITY FOR 06/30/2015	YTD BALANCE 06/30/2015	2015 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
TOTAL REVENUES		37.39	9.65	5,283.58	4,094.00	(1,189.58)	129.06
TOTAL EXPENDITURES		624.13	149.06	1,109.14	3,994.00	2,884.86	27.77
NET OF REVENUES & EXPENDITURES		(586.74)	(139.41)	4,174.44	100.00	(4,074.44)	4,174.44
BEG. FUND BALANCE				33,278.78	33,278.78		
END FUND BALANCE				37,453.22	33,378.78		

Fund 175 - BD Corporate Park Street Lighting Fund

Revenues

175-000-24-4-00-10	Street Lighting	13.68	6.10	3,315.79	2,526.00	(789.79)	131.27
175-000-81-4-00-10	Investment Interest	7.00	0.00	16.00	100.00	84.00	16.00
TOTAL Revenues		20.68	6.10	3,331.79	2,626.00	(705.79)	126.88

Expenditures

000-34	STATE SHARED REVENUE	550.57	61.91	458.15	2,526.00	2,067.85	18.14
TOTAL Expenditures		550.57	61.91	458.15	2,526.00	2,067.85	18.14

Fund 175 - BD Corporate Park Street Lighting Fund:

TOTAL REVENUES		20.68	6.10	3,331.79	2,626.00	(705.79)	126.88
TOTAL EXPENDITURES		550.57	61.91	458.15	2,526.00	2,067.85	18.14
NET OF REVENUES & EXPENDITURES		(529.89)	(55.81)	2,873.64	100.00	(2,773.64)	2,873.64
BEG. FUND BALANCE				13,162.56	13,162.56		
END FUND BALANCE				16,036.20	13,262.56		

Fund 180 - Strehlow Donation Fund

Expenditures

000-51	DUE FROM OTHER FUNDS	932.58	1,003.64	1,859.02	0.00	(1,859.02)	100.00
000-52		0.00	0.00	844.98	0.00	(844.98)	100.00

GL NUMBER	DESCRIPTION	ACTIVITY FOR 06/30/2014	ACTIVITY FOR 06/30/2015	YTD BALANCE 06/30/2015	2015 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
-----							
TOTAL Expenditures		932.58	1,003.64	2,704.00	0.00	(2,704.00)	100.00
-----							
Fund 180 - Strehlow Donation Fund:							
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		932.58	1,003.64	2,704.00	0.00	(2,704.00)	100.00
NET OF REVENUES & EXPENDITURES		(932.58)	(1,003.64)	(2,704.00)	0.00	2,704.00	100.00
BEG. FUND BALANCE				95,378.02	95,378.02		
END FUND BALANCE				92,674.02	95,378.02		
-----							
Fund 185 - BROWN DEER FARMERS MARKET							
Revenues							
185-000-65-4-20-50	Stall Rental Fee	750.00	1,805.00	4,430.00	0.00	(4,430.00)	100.00
TOTAL Revenues		750.00	1,805.00	4,430.00	0.00	(4,430.00)	100.00
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Expenditures							
000-41	LICENSES & PERMITS	745.70	947.30	1,845.90	0.00	(1,845.90)	100.00
TOTAL Expenditures		745.70	947.30	1,845.90	0.00	(1,845.90)	100.00
-----							
Fund 185 - BROWN DEER FARMERS MARKET:							
TOTAL REVENUES		750.00	1,805.00	4,430.00	0.00	(4,430.00)	100.00
TOTAL EXPENDITURES		745.70	947.30	1,845.90	0.00	(1,845.90)	100.00
NET OF REVENUES & EXPENDITURES		4.30	857.70	2,584.10	0.00	(2,584.10)	100.00
BEG. FUND BALANCE				14,835.37	14,835.37		
END FUND BALANCE				17,419.47	14,835.37		
-----							
Fund 186 - SPECIAL EVENT FUND							
Revenues							

GL NUMBER	DESCRIPTION	ACTIVITY FOR 06/30/2014	ACTIVITY FOR 06/30/2015	YTD BALANCE 06/30/2015	2015 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
186-000-65-4-20-50	Stall Rental Fee	0.00	0.00	495.00	0.00	(495.00)	100.00
186-000-85-4-10-10	Donations - Vibes	60.00	250.00	5,250.00	0.00	(5,250.00)	100.00
186-000-85-4-20-10	Donations - Eat & Greet	0.00	1,025.00	3,675.00	0.00	(3,675.00)	100.00
TOTAL Revenues		60.00	1,275.00	9,420.00	0.00	(9,420.00)	100.00
Expenditures							
000-53		6,094.25	1,000.00	2,723.15	0.00	(2,723.15)	100.00
000-54		0.00	2,227.40	2,501.40	0.00	(2,501.40)	100.00
TOTAL Expenditures		6,094.25	3,227.40	5,224.55	0.00	(5,224.55)	100.00
Fund 186 - SPECIAL EVENT FUND:							
TOTAL REVENUES		60.00	1,275.00	9,420.00	0.00	(9,420.00)	100.00
TOTAL EXPENDITURES		6,094.25	3,227.40	5,224.55	0.00	(5,224.55)	100.00
NET OF REVENUES & EXPENDITURES		(6,034.25)	(1,952.40)	4,195.45	0.00	(4,195.45)	100.00
BEG. FUND BALANCE				2,484.78	2,484.78		
END FUND BALANCE				6,680.23	2,484.78		
Fund 210 - Debt Service Fund							
Revenues							
210-000-11-4-00-10	General Property Taxes	54,577.62	50,450.06	728,728.28	815,842.00	87,113.72	89.32
210-000-81-4-00-10	Investment Interest	5.00	0.00	180.00	500.00	320.00	36.00
TOTAL Revenues		54,582.62	50,450.06	728,908.28	816,342.00	87,433.72	89.29
Expenditures							
000-81	INTEREST INCOME	0.00	0.00	680,755.25	680,755.00	(0.25)	100.00
000-82	MISCELLANEOUS REVENUE	0.00	0.00	98,889.35	135,087.00	36,197.65	73.20
TOTAL Expenditures		0.00	0.00	779,644.60	815,842.00	36,197.40	95.56

GL NUMBER	DESCRIPTION	ACTIVITY FOR 06/30/2014	ACTIVITY FOR 06/30/2015	YTD BALANCE 06/30/2015	2015 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
Fund 210 - Debt Service Fund:							
	TOTAL REVENUES	54,582.62	50,450.06	728,908.28	816,342.00	87,433.72	89.29
	TOTAL EXPENDITURES	0.00	0.00	779,644.60	815,842.00	36,197.40	95.56
	NET OF REVENUES & EXPENDITURES	54,582.62	50,450.06	(50,736.32)	500.00	51,236.32	10,147.26
	BEG. FUND BALANCE			59,182.07	59,182.07		
	END FUND BALANCE			8,445.75	59,682.07		

Fund 320 - Capital Improvement Project Fund

Revenues							
320-000-11-4-00-10	General Property Taxes	24,952.68	23,003.75	332,278.70	372,000.00	39,721.30	89.32
320-000-35-4-00-10	State Grant Revenue	0.00	0.00	0.00	599,382.00	599,382.00	0.00
320-000-73-4-20-40	Other Municipalities	0.00	0.00	0.00	12,000.00	12,000.00	0.00
320-000-81-4-00-10	Investment Interest	614.00	0.00	1,170.74	5,000.00	3,829.26	23.41
320-000-85-4-60-10	Donations - Beautification	0.00	200.00	600.00	400.00	(200.00)	150.00
320-000-85-4-60-20	Donations-Other	40,000.00	0.00	0.00	0.00	0.00	0.00
320-000-91-4-00-10	Proceeds Long-Term Debt	0.00	0.00	0.00	998,675.00	998,675.00	0.00
	TOTAL Revenues	65,566.68	23,203.75	334,049.44	1,987,457.00	1,653,407.56	16.81
Expenditures							
000-71		47,774.00	373.75	107,952.10	71,750.00	(36,202.10)	150.46
000-72		41,336.35	62,192.44	302,555.52	370,667.00	68,111.48	81.62
000-73	INTERGOVERNMENTAL CHG	20,187.89	41,066.90	114,365.25	1,657,848.00	1,543,482.75	6.90
000-76		20,526.66	42,781.00	65,502.25	349,209.00	283,706.75	18.76
000-77		0.00	5,952.30	9,216.42	56,500.00	47,283.58	16.31
	TOTAL Expenditures	129,824.90	152,366.39	599,591.54	2,505,974.00	1,906,382.46	23.93

Fund 320 - Capital Improvement Project Fund:

GL NUMBER	DESCRIPTION	ACTIVITY FOR 06/30/2014	ACTIVITY FOR 06/30/2015	YTD BALANCE 06/30/2015	2015 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
TOTAL REVENUES		65,566.68	23,203.75	334,049.44	1,987,457.00	1,653,407.56	16.81
TOTAL EXPENDITURES		129,824.90	152,366.39	599,591.54	2,505,974.00	1,906,382.46	23.93
NET OF REVENUES & EXPENDITURES		(64,258.22)	(129,162.64)	(265,542.10)	(518,517.00)	(252,974.90)	51.21
BEG. FUND BALANCE				1,166,993.10	1,166,993.10		
END FUND BALANCE				901,451.00	648,476.10		
Fund 350 - TIF #2							
Revenues							
350-000-11-4-00-10	General Property Taxes	56,075.36	53,641.54	774,827.69	884,264.00	109,436.31	87.62
350-000-34-4-00-30	Computer Exemptions	0.00	0.00	0.00	483.00	483.00	0.00
350-000-81-4-00-10	Investment Interest	189.00	0.00	518.00	5,000.00	4,482.00	10.36
350-000-91-4-00-00	Proceeds from Long-Term Debt	0.00	0.00	1,410,000.00	0.00	(1,410,000.00)	100.00
TOTAL Revenues		56,264.36	53,641.54	2,185,345.69	889,747.00	(1,295,598.69)	245.61
Expenditures							
000-67	PARKS & CULTURE/RECREATION	133,119.00	363.00	1,361,360.95	142,193.00	(1,219,167.95)	957.40
000-81	INTEREST INCOME	0.00	0.00	400,000.00	400,000.00	0.00	100.00
000-82	MISCELLANEOUS REVENUE	0.00	0.00	82,347.50	154,430.00	72,082.50	53.32
000-83	OTHER INCOME	0.00	0.00	45,709.75	0.00	(45,709.75)	100.00
TOTAL Expenditures		133,119.00	363.00	1,889,418.20	696,623.00	(1,192,795.20)	271.23
Fund 350 - TIF #2:							
TOTAL REVENUES		56,264.36	53,641.54	2,185,345.69	889,747.00	(1,295,598.69)	245.61
TOTAL EXPENDITURES		133,119.00	363.00	1,889,418.20	696,623.00	(1,192,795.20)	271.23
NET OF REVENUES & EXPENDITURES		(76,854.64)	53,278.54	295,927.49	193,124.00	(102,803.49)	153.23
BEG. FUND BALANCE				330,330.49	330,330.49		
END FUND BALANCE				626,257.98	523,454.49		

GL NUMBER	DESCRIPTION	ACTIVITY FOR 06/30/2014	ACTIVITY FOR 06/30/2015	YTD BALANCE 06/30/2015	2015 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
Fund 353 - TIF #3							
Revenues							
353-000-11-4-00-10	General Property Taxes	32,321.11	14,084.34	203,441.87	429,976.00	226,534.13	47.31
353-000-34-4-00-30	Computer Exemptions	0.00	0.00	0.00	700.00	700.00	0.00
353-000-81-4-00-10	Investment Interest	742.00	0.00	(273.05)	5,000.00	5,273.05	(5.46)
TOTAL Revenues		33,063.11	14,084.34	203,168.82	435,676.00	232,507.18	46.63
Expenditures							
000-67	PARKS & CULTURE/RECREATION	108,438.50	402,651.76	2,996,945.86	108,392.00	(2,888,553.86)	2,764.91
000-81	INTEREST INCOME	0.00	0.00	230,000.00	230,000.00	0.00	100.00
000-82	MISCELLANEOUS REVENUE	0.00	0.00	44,373.75	83,298.00	38,924.25	53.27
TOTAL Expenditures		108,438.50	402,651.76	3,271,319.61	421,690.00	(2,849,629.61)	775.76
Fund 353 - TIF #3:							
TOTAL REVENUES		33,063.11	14,084.34	203,168.82	435,676.00	232,507.18	46.63
TOTAL EXPENDITURES		108,438.50	402,651.76	3,271,319.61	421,690.00	(2,849,629.61)	775.76
NET OF REVENUES & EXPENDITURES		(75,375.39)	(388,567.42)	(3,068,150.79)	13,986.00	3,082,136.79	21,937.30
BEG. FUND BALANCE				1,365,084.37	1,365,084.37		
END FUND BALANCE				(1,703,066.42)	1,379,070.37		
Fund 354 - TIF #4							
Revenues							
354-000-11-4-00-10	General Property Taxes	5,854.65	4,389.94	63,410.64	72,367.00	8,956.36	87.62
354-000-34-4-00-30	Computer Exemptions	0.00	0.00	0.00	761.00	761.00	0.00
354-000-35-4-00-10	State Grants	0.00	0.00	478,484.00	0.00	(478,484.00)	100.00
354-000-81-4-00-10	Investment Interest	0.00	0.00	0.00	2,000.00	2,000.00	0.00
354-000-85-4-10-10	Donations	1,000.00	0.00	0.00	0.00	0.00	0.00

GL NUMBER	DESCRIPTION	ACTIVITY FOR 06/30/2014	ACTIVITY FOR 06/30/2015	YTD BALANCE 06/30/2015	2015 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
TOTAL Revenues		6,854.65	4,389.94	541,894.64	75,128.00	(466,766.64)	721.30
Expenditures							
000-67	PARKS & CULTURE/RECREATION	193,643.96	400.00	1,980.00	189,378.00	187,398.00	1.05
000-81	INTEREST INCOME	0.00	0.00	256,050.00	256,050.00	0.00	100.00
000-82	MISCELLANEOUS REVENUE	0.00	0.00	93,672.25	183,678.00	90,005.75	51.00
TOTAL Expenditures		193,643.96	400.00	351,702.25	629,106.00	277,403.75	55.91
Fund 354 - TIF #4:							
TOTAL REVENUES		6,854.65	4,389.94	541,894.64	75,128.00	(466,766.64)	721.30
TOTAL EXPENDITURES		193,643.96	400.00	351,702.25	629,106.00	277,403.75	55.91
NET OF REVENUES & EXPENDITURES		(186,789.31)	3,989.94	190,192.39	(553,978.00)	(744,170.39)	34.33
BEG. FUND BALANCE				(1,467,378.34)	(1,467,378.34)		
END FUND BALANCE				(1,277,185.95)	(2,021,356.34)		
Fund 600 - Water							
Revenues							
600-000-64-4-50-10	Metered Sales-Residential	0.00	160,967.14	315,768.05	644,200.00	328,431.95	49.02
600-000-64-4-50-11	Metered Sales-Commercial	0.00	53,531.14	102,209.52	201,240.00	99,030.48	50.79
600-000-64-4-50-12	Metered Sales-Bulk	0.00	300.00	700.00	4,600.00	3,900.00	15.22
600-000-64-4-50-13	Metered Sales-Industrial	0.00	22,575.35	44,161.92	92,700.00	48,538.08	47.64
600-000-64-4-50-14	Multi-Family Residential Cust	0.00	60,017.47	116,714.16	217,300.00	100,585.84	53.71
600-000-64-4-50-20	Private Fire Protection	0.00	12,576.04	24,946.84	51,500.00	26,553.16	48.44
600-000-64-4-50-30	Public Fire Protection	0.00	66,268.29	132,347.19	295,100.00	162,752.81	44.85
600-000-64-4-50-40	Sales to Public Authorities	0.00	5,924.69	12,397.76	24,400.00	12,002.24	50.81
600-000-81-4-00-10	Interest & Dividend Income	890.03	0.00	(159.31)	4,000.00	4,159.31	(3.98)
600-000-81-4-00-30	Forfeited Discounts/Penalties	20.00	20.00	5,464.46	20,000.00	14,535.54	27.32
600-000-82-4-00-10	Rent Income	31,021.74	39,598.63	39,598.63	126,000.00	86,401.37	31.43

GL NUMBER	DESCRIPTION	ACTIVITY FOR 06/30/2014	ACTIVITY FOR 06/30/2015	YTD BALANCE 06/30/2015	2015 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
600-000-82-4-00-50	Miscellaneous Service Revenue	1,765.73	0.00	0.00	5,000.00	5,000.00	0.00
600-000-83-4-00-10	Amortization of Debt Premium	113.33	0.00	0.00	0.00	0.00	0.00
TOTAL Revenues		33,810.83	421,778.75	794,149.22	1,686,040.00	891,890.78	47.10
Expenditures							
000-37	Admin & General Expense	35,585.00	1,067.58	4,176.38	43,900.00	39,723.62	9.51
000-87	Admin & General Expense	1,059.65	658.18	3,320.37	0.00	(3,320.37)	100.00
611-37	Source of Supply Expense	113,321.59	55,559.85	218,242.86	688,000.00	469,757.14	31.72
612-37	Pumping Expense	1,455.94	381.76	3,719.73	12,000.00	8,280.27	31.00
613-37	Water Treatment Expense	1,447.61	1,364.96	1,698.08	14,500.00	12,801.92	11.71
614-37	Trans & Distribution Expense	38,539.71	23,323.04	99,985.51	228,800.00	128,814.49	43.70
614-84	Admin & General Expense	18.62	12.25	353.88	0.00	(353.88)	100.00
616-37	Customer Account Expense	3,194.19	3,472.66	27,440.27	36,500.00	9,059.73	75.18
620-37	Admin & General Expense	19,579.60	2,635.75	16,904.23	125,500.00	108,595.77	13.47
621-37	Depreciation Expense	32,190.04	0.00	0.00	145,000.00	145,000.00	0.00
623-37	Other Expense	71,200.77	0.00	0.00	312,000.00	312,000.00	0.00
625-37		(13,428.16)	0.00	0.00	0.00	0.00	0.00
TOTAL Expenditures		304,164.56	88,476.03	375,841.31	1,606,200.00	1,230,358.69	23.40
Fund 600 - Water:							
TOTAL REVENUES		33,810.83	421,778.75	794,149.22	1,686,040.00	891,890.78	47.10
TOTAL EXPENDITURES		304,164.56	88,476.03	375,841.31	1,606,200.00	1,230,358.69	23.40
NET OF REVENUES & EXPENDITURES		(270,353.73)	333,302.72	418,307.91	79,840.00	(338,467.91)	523.93
BEG. FUND BALANCE				7,758,944.57	7,758,944.57		
END FUND BALANCE				8,177,252.48	7,838,784.57		
Fund 610 - Storm Water							
Revenues							

GL NUMBER	DESCRIPTION	ACTIVITY FOR 06/30/2014	ACTIVITY FOR 06/30/2015	YTD BALANCE 06/30/2015	2015 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
610-000-49-4-30-10	Fees & Permits	185.00	959.92	2,490.21	1,540.00	(950.21)	161.70
610-000-64-4-10-10	Storm Water Charges	0.00	244,953.51	489,133.27	980,088.00	490,954.73	49.91
610-000-64-4-10-20	Culvert/Driveway Replacements	0.00	0.00	0.00	1,000.00	1,000.00	0.00
610-000-81-4-00-10	Interest Income	72.00	0.00	869.65	6,500.00	5,630.35	13.38
610-000-81-4-00-40	Late Penalties	0.00	0.00	3,551.80	5,000.00	1,448.20	71.04
610-000-82-4-00-60	Gain/Loss on Disposal of Assets	0.00	0.00	17,552.00	0.00	(17,552.00)	100.00
TOTAL Revenues		257.00	245,913.43	513,596.93	994,128.00	480,531.07	51.66
Expenditures							
000-36		101,831.04	54,099.78	130,244.42	863,483.00	733,238.58	15.08
TOTAL Expenditures		101,831.04	54,099.78	130,244.42	863,483.00	733,238.58	15.08
Fund 610 - Storm Water:							
TOTAL REVENUES		257.00	245,913.43	513,596.93	994,128.00	480,531.07	51.66
TOTAL EXPENDITURES		101,831.04	54,099.78	130,244.42	863,483.00	733,238.58	15.08
NET OF REVENUES & EXPENDITURES		(101,574.04)	191,813.65	383,352.51	130,645.00	(252,707.51)	293.43
BEG. FUND BALANCE				3,782,496.77	3,782,496.77		
END FUND BALANCE				4,165,849.28	3,913,141.77		
Fund 630 - Sewer							
Revenues							
630-000-64-4-10-10	Volumetric Charges	0.00	132,689.12	267,142.52	486,528.00	219,385.48	54.91
630-000-64-4-10-15	Connection Charges	0.00	53,141.59	106,251.18	212,520.00	106,268.82	50.00
630-000-64-4-10-25	MMSD Charges	0.00	184,133.35	365,042.46	696,736.00	331,693.54	52.39
630-000-81-4-00-10	Investment Interest	407.38	0.00	(134.17)	7,000.00	7,134.17	(1.92)
630-000-81-4-00-40	Interest-Delinquent Accounts	0.00	0.00	6,005.18	15,000.00	8,994.82	40.03
630-000-82-4-00-60	Gain/Loss on Disposal of Asset	0.00	0.00	27,749.00	0.00	(27,749.00)	100.00
TOTAL Revenues		407.38	369,964.06	772,056.17	1,417,784.00	645,727.83	54.46

GL NUMBER	DESCRIPTION	ACTIVITY FOR 06/30/2014	ACTIVITY FOR 06/30/2015	YTD BALANCE 06/30/2015	2015 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
Expenditures							
000-36		301,460.41	327,539.88	624,265.83	1,414,414.00	790,148.17	44.14
TOTAL Expenditures		301,460.41	327,539.88	624,265.83	1,414,414.00	790,148.17	44.14
Fund 630 - Sewer:							
TOTAL REVENUES		407.38	369,964.06	772,056.17	1,417,784.00	645,727.83	54.46
TOTAL EXPENDITURES		301,460.41	327,539.88	624,265.83	1,414,414.00	790,148.17	44.14
NET OF REVENUES & EXPENDITURES		(301,053.03)	42,424.18	147,790.34	3,370.00	(144,420.34)	4,385.47
BEG. FUND BALANCE				4,225,347.56	4,225,347.56		
END FUND BALANCE				4,373,137.90	4,228,717.56		
Fund 700 - Liability Insurance Fund							
Revenues							
700-000-81-4-00-50	Dividend Income	0.00	0.00	0.00	10,000.00	10,000.00	0.00
700-000-92-4-10-00	General Fund	90,000.00	0.00	0.00	90,000.00	90,000.00	0.00
TOTAL Revenues		90,000.00	0.00	0.00	100,000.00	100,000.00	0.00
Expenditures							
000-19		0.00	19,775.00	117,797.99	190,000.00	72,202.01	62.00
TOTAL Expenditures		0.00	19,775.00	117,797.99	190,000.00	72,202.01	62.00
Fund 700 - Liability Insurance Fund:							
TOTAL REVENUES		90,000.00	0.00	0.00	100,000.00	100,000.00	0.00
TOTAL EXPENDITURES		0.00	19,775.00	117,797.99	190,000.00	72,202.01	62.00
NET OF REVENUES & EXPENDITURES		90,000.00	(19,775.00)	(117,797.99)	(90,000.00)	27,797.99	130.89
BEG. FUND BALANCE				375,767.89	375,767.89		

GL NUMBER	DESCRIPTION	ACTIVITY FOR 06/30/2014	ACTIVITY FOR 06/30/2015	YTD BALANCE 06/30/2015	2015 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
END FUND BALANCE				257,969.90	285,767.89		
TOTAL REVENUES - ALL FUNDS		1,720,298.17	1,790,126.67	13,755,434.86	20,246,737.00	6,491,302.14	67.94
TOTAL EXPENDITURES - ALL FUNDS		2,331,170.17	2,328,894.36	14,168,062.49	20,922,205.00	6,754,142.51	67.72
NET OF REVENUES & EXPENDITURES		(610,872.00)	(538,767.69)	(412,627.63)	(675,468.00)	(262,840.37)	61.09
BEG. FUND BALANCE - ALL FUNDS				23,239,749.24	23,239,749.24		
FUND BALANCE ADJ - ALL FUNDS				1,574.08			
END FUND BALANCE - ALL FUNDS				22,828,695.69	22,564,281.24		



**VILLAGE OF BROWN DEER**

**VOUCHER APPROVAL REGISTER**

<b>Finance &amp; Public Works Committee</b>	<b>Date: August 5, 2015</b>
<b>Village Board of Trustees</b>	<b>Date: August 17, 2015</b>
<b>Submitted By: Susan Hudson; Treasurer / Comptroller</b>	

**Payments Presented For Ratification**

Attached please find the voucher list for bills accrued July 3, 2015 thru July 24, 2015. This covers check numbers 80423 -80617.

**The total amount of vouchers is \$879,014.54.**

**Vouchers held for approval (to be paid 08/18/2015) –**

**Below Please Find the Top Five Largest Expenditures in the Packet:**

- |   |               |
|---|---------------|
| 1) Vinton Construction-Bradley Rd Reconstruction              | \$ 481,005.67 |
| 2) Village of Bayside-3 <sup>rd</sup> Qtr Dispatch Operations | \$ 89,895.53  |
| 3) Milwaukee Water Works-June Wholesale Water                 | \$ 65,350.19  |
| 4) Advanced Disposal Services-May Refuse Collection           | \$ 52,935.36  |
| 5) Ayres Associates-Professional Services-Bradley Rd          | \$ 37,818.41  |

**Below please find a list of the voided checks for this period and their amount**

(This area is currently blank for the list of voided checks.)

Account Structure:

xxx. Fund	yyy. Department
Fund number	Name
010	General
020	Donation
120	Police Asset Forfeiture
125	NSFD Asset Sale Fund
135	Recycling
140	NSHD
141	NSHD Grants
151	Library
152	Park and Pond
153	Recreation
154	4th of July
160	Village Grant Fund
170	BD Business Park Street Lighting
171	Kildeer Court Street Lighting
172	Opus North Street Lighting
173	Park Plaza Street Lighting
174	North Arbon Dr Street Lighting
175	BD Corp Park Street Lighting
176	BD Business Park Spec Assmt
190	NSCC
210	DS
320	Capital Improvement
325	Park Plaza CSM
330	Equipment Replacement
350	TIF #2
353	TIF #3
354	TIF #4
600	Water
610	Storm
630	Sewer
700	Liability Ins
800	Tax Agency
990	Cash Allocation

Account Structure

xxx           yyy  
Fund          Department

Department Listing

1xx – General Government

- 110 Village Board
- 120 Court
- 130 Legal
- 140 Village Manager
- 141 Personnel
- 142 Elections
- 150 Administrative Services
- 151 Assessor
- 191 Other General Government
- 192 Information Technology
- 193 Intergovernmental
- 194 Historical Society
- 195 Post employment – General Government
- 199 Unclassified

2xx – Public Safety

- 210 Police
- 220 Fire

3xx – Public Works

- 135 Refuse/Recycling
- 310 Public works
- 311 Streets
- 312 Sidewalks
- 313 Winter Operations
- 317 Forestry
- 319 Municipal complex
- 360 Community development/engineering
- 361 Village Hall
- 362 Inspection

5xx – Park and Recreation

- 530 Park and Recreation

PAID

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 010 General Fund					
Dept 000-12 TAXES					
010-000-12-2-00-10	Accounts Payable-Other	BARAN, JESSICA	DIRECT DEPOSIT PR RETURN	30.01	80530
Total For Dept 000-12 TA				30.01	
Dept 000-15					
010-000-15-2-20-60	Vision Insurance Payable	SUPERIOR VISION INSURANC	AUGUST 2015 VISION BILLI	360.15	80607
Total For Dept 000-15				360.15	
Dept 000-33					
010-000-33-2-00-20	Bail Due Other Departmen	MID MORAIN MUNICIPAL CO	MEQUON PD WARRANT 388172	187.00	80501
010-000-33-2-00-20	Bail Due Other Departmen	MID MORAIN MUNICIPAL CO	MEQUON PD WARRANTS S9926	248.00	80501
010-000-33-2-00-20	Bail Due Other Departmen	NAIGOW, PETER	REFUND	150.00	80556
010-000-33-2-00-20	Bail Due Other Departmen	NORTH SHORE MUNI COURT-G	GLENDALE CASE#S002552-4	113.00	80557
010-000-33-2-00-20	Bail Due Other Departmen	POINTER, NATHEAN	CASE DISMISSED	150.00	80562
010-000-33-2-00-20	Bail Due Other Departmen	KUJAWA, MICHAEL A	CASE DISMISSED	150.00	80595
010-000-33-2-00-40	Court Deposit Clearing	HALL, VIRGINIA	RESTITUTION	25.00	80492
010-000-33-2-00-40	Court Deposit Clearing	MILWAUKEE CO TREASURER	COURT FINANCIAL REPORT-J	1,567.00	80504
010-000-33-2-00-40	Court Deposit Clearing	STATE OF WISCONSIN	COURT FINANCIAL REPORT-J	5,275.81	80514
010-000-33-2-00-40	Court Deposit Clearing	WOODS, JALONE	RESTITUTION	40.00	80522
010-000-33-2-00-40	Court Deposit Clearing	VALMONT, ARNAN	OVERPAYMENT	25.00	80570
010-000-33-2-00-40	Court Deposit Clearing	APPLEBEE'S	RESTITUTION	24.38	80576
010-000-33-2-00-40	Court Deposit Clearing	SMITH, JESSICA	AMENDMENT REFUND	37.80	80605
Total For Dept 000-33				7,992.99	
Dept 000-43 INSPECTION PERMITS					
010-000-43-4-00-10	Building	BROOKE TABBERT & RYAN SW	REFUND FEE-CODE COMPLIAN	150.00	80531
Total For Dept 000-43 IN				150.00	
Dept 120-12 MUNICIPAL COURT					
010-120-12-5-26-25	Commitment Services	MILWAUKEE CO OFFICE OF T	BOARDING OF PRISONERS-MA	987.80	80503
Total For Dept 120-12 MU				987.80	
Dept 130-13 LEGAL SERVICES					
010-130-13-5-21-10	Village Attorney Service	FUCHS & BOYLE SC	GENERAL LEGAL SERVICES -	9,847.44	80490
Total For Dept 130-13 LE				9,847.44	
Dept 140-14 VILLAGE MANAGER					
010-140-14-5-30-10	Office Supplies, Equip &	KENDA-LUBETSKI, JILL	SUPPLIES, MILEAGE & MMCA	14.21	80594
010-140-14-5-30-40	Public Notices/Advertisi	JOURNAL SENTINEL	LEGAL NOTICES	121.30	80548
010-140-14-5-30-40	Public Notices/Advertisi	MUNICIPAL CODE CORPORATI	CODE UPDATES	2,102.80	80600
010-140-14-5-45-30	Professional Training	HIRN, ERIN	MILEAGE REIMBURSEMENT-JU	153.99	80493
010-140-14-5-45-30	Professional Training	LARRY'S MARKET	LUNCH-MANAGERS MEETING	149.50	80498
010-140-14-5-45-30	Professional Training	KENDA-LUBETSKI, JILL	SUPPLIES, MILEAGE & MMCA	24.50	80594
010-140-14-5-45-40	Mileage Reimbursement	KENDA-LUBETSKI, JILL	SUPPLIES, MILEAGE & MMCA	116.15	80594
Total For Dept 140-14 VI				2,682.45	
Dept 141-14 VILLAGE MNGER - PERSONNEL ADMINISTRATION					
010-141-14-5-34-40	Employee Recognition	LARRY'S MARKET	PIG ROAST-EMPLOYEE RECOG	910.00	80550
Total For Dept 141-14 VI				910.00	
Dept 142-14 ELECTIONS					
010-142-14-5-30-10	Office Supplies, Equip &	MILW CO ELECTION COMMISS	ELECTION EXPENSES-APRIL	249.03	80599
Total For Dept 142-14 EL				249.03	
Dept 150-15 ADMINISTRATIVE SERVICES					
010-150-15-5-30-30	Service Fees	EHLERS INVESTMENT PARTNE	MONTHLY MGMT FEE	1,140.61	80488
Total For Dept 150-15 AD				1,140.61	
Dept 191-14 OTHER GENERAL GOVERNMENT					
010-191-14-5-24-10	Equipment Maintenance Se	SMART INTERACTIVE MEDIA	QUARTERLY (1ST & 2ND) WE	600.00	80568
010-191-14-5-24-10	Equipment Maintenance Se	SMART INTERACTIVE MEDIA	QUATERLY 2015 WEB SITE &	300.00	80568
010-191-14-5-30-10	Office Supplies, Equip &	PITNEY BOWES INC	HIGH SPEED LETTER OPENER	2,100.88	80561
010-191-14-5-30-15	Postage & Mailing	U.S. POSTAL SERVICE	POSTAGE FOR METER	1,500.00	80569
010-191-14-5-30-20	Communications	AT & T	SERVICE	341.53	80476

GL Number	GL Desc	Vendor	PAID	Invoice Description	Amount	Check #
Fund 010 General Fund						
Dept 191-14 OTHER GENERAL GOVERNMENT						
010-191-14-5-30-20	Communications	A T & T		LONG DISTANCE CHARGES	39.82	80525
010-191-14-5-30-20	Communications	CENTURY LINK		FAX LONG DISTANCE	2.15	80534
010-191-14-5-30-25	Communication-Internet S	TIME WARNER CABLE		INTERNET SERVICE	395.95	80517
010-191-14-5-30-30	Marketing Plan	CAPRILE, BARBARA G		EAT & GREET	89.10	80481
010-191-14-5-30-30	Marketing Plan	CAPRILE, BARBARA G		VIBES, COMMUNITY CONCERT	350.00	80481
Total For Dept 191-14 OT					5,719.43	
Dept 192-14 INFORMATION TECHNOLOGY						
010-192-14-5-20-35	Technical Services	BROWN DEER SCHOOL DISTRI		IT SERVICES-2/14/15 TO 6	300.00	80532
Total For Dept 192-14 IN					300.00	
Dept 194-51 HISTORICAL SOCIETY						
010-194-51-5-22-10	Natural Gas/Electric Ser	WE ENERGIES		SERVICE	17.88	80521
Total For Dept 194-51 HI					17.88	
Dept 195-28 Other General Government						
010-195-28-5-39-21	EMPLOYEE WELLNESS BENEFI	KETTLE MORaine YMCA		WELLNESS BENEFIT	30.00	80496
010-195-28-5-39-21	EMPLOYEE WELLNESS BENEFI	YMCA OF GREATER WAUKESHA		WELLNESS BENEFIT	20.00	80523
010-195-28-5-39-21	EMPLOYEE WELLNESS BENEFI	YMCA OF METRO MILWAUKEE		WELLNESS BENEFIT	30.00	80574
Total For Dept 195-28 Ot					80.00	
Dept 199-19 PROPERTY INSURANCE						
010-199-19-5-51-10	Property Insurance-Bldg/	LOCAL GOVERNMENT PROP IN		BLDG & GEN COVERAGE, CON	19,326.00	80598
010-199-19-5-51-15	Contractor's Equipment	LOCAL GOVERNMENT PROP IN		BLDG & GEN COVERAGE, CON	1,468.00	80598
010-199-19-5-51-20	Monies & Securities	LOCAL GOVERNMENT PROP IN		BLDG & GEN COVERAGE, CON	1,779.00	80598
Total For Dept 199-19 PR					22,573.00	
Dept 210-21 POLICE DEPARTMENT						
010-210-21-5-12-20	Uniform Allowance	GUENETTE, BRIAN		UNIFORM EQUIPMENT	89.89	80590
010-210-21-5-12-20	Uniform Allowance	RED THE UNIFORM TAILOR		UNIFORM EQUIPMENT-SANTIA	247.96	80603
010-210-21-5-24-10	Equipment Maintenance Se	CENTRAL OFFICE SYSTEMS		COPIER SUPPLIES-CONTRACT	136.78	80583
010-210-21-5-30-10	Office Supplies, Equip &	CLEAR CUT PRINT SOLUTION		CARD STOCK	39.90	80483
010-210-21-5-30-10	Office Supplies, Equip &	CLEAR CUT PRINT SOLUTION		COPIER PAPER	299.00	80483
010-210-21-5-30-10	Office Supplies, Equip &	PIRANHA PAPER SHREDDING,		PAPER SHREDDING	35.00	80601
010-210-21-5-30-30	Service Fees	TRANSUNION RISK & ALTERN		RECORD CHECK FEES	24.50	80518
010-210-21-5-30-30	Service Fees	WI DEPT OF JUSTICE		RECORD CHECKS	252.00	80611
010-210-21-5-34-20	Vehicle Supplies	GALLS		COMMAND POST TRAILER FIR	125.25	80588
010-210-21-5-34-35	Uniforms/Coveralls	EGGERS IMPRINTS		POLICE CAPS	383.00	80487
010-210-21-5-34-35	Uniforms/Coveralls	EGGERS IMPRINTS		POLICE CAPS	10.00	80487
010-210-21-5-35-20	Vehicle Repair/Maint Sup	AUTO COLLISION SPECIALIS		PAINT/BUMPER REPAIR 1342	400.60	80477
010-210-21-5-35-20	Vehicle Repair/Maint Sup	REGISTRATION FEE TRUST		REPLACEMENT LICENSE PLAT	20.00	80511
010-210-21-5-35-20	Vehicle Repair/Maint Sup	SAFELITE AUTO GLASS		WINDOW REPAIR	78.93	80512
010-210-21-5-35-20	Vehicle Repair/Maint Sup	STREICHER'S - LB #7873		AUTO EJECTOR, CONTROL ST	23.98	80515
010-210-21-5-35-20	Vehicle Repair/Maint Sup	TAPCO		ROAD CONE CASE	25.00	80516
010-210-21-5-35-20	Vehicle Repair/Maint Sup	AUTO COLLISION SPECIALIS		DOOR REPAIR-1351	1,490.43	80577
010-210-21-5-35-20	Vehicle Repair/Maint Sup	CKC GRAPHICS & SIGNS		DECAL REPAIR-1343	35.00	80585
010-210-21-5-39-25	Crime Prevention Supplie	PALLO, GERALD W		NITE OUT FOR JUSTICE-CLO	100.00	80617
010-210-21-5-39-35	K-9 Program	MORGAN, JOSHUA		K-9 EXPENSES, TRAINING E	286.87	80505
010-210-21-5-39-35	K-9 Program	LOCAL GOVERNMENT PROP IN		BLDG & GEN COVERAGE, CON	93.00	80598
010-210-21-5-45-30	Professional Training	ANDERSEN, NICHOLAS		TRAINING EXPENSES	122.26	80473
010-210-21-5-45-30	Professional Training	MORGAN, JOSHUA		K-9 EXPENSES, TRAINING E	128.15	80505
010-210-21-5-45-30	Professional Training	WCTC		OFFICER TRAINING CLASSES	1,008.36	80520
010-210-21-5-45-30	Professional Training	WI DEPT OF TRANSPORTATIO		EVIDENCE HIGH TECH SCHOO	417.50	80612
Total For Dept 210-21 PO					5,873.36	
Dept 220-22 FIRE DEPARTMENT - EG						
010-220-22-5-24-10	Equipment Maintenance Se	WE ENERGIES		SERVICE	29.42	80521
Total For Dept 220-22 FI					29.42	
Dept 230-23 DISPATCH SERVICES						
010-230-23-5-26-51	Consolidated Dispatch Se	BAYSIDE, VILLAGE OF		NET MOTION MOBILITY	149.00	80479

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INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BROWN DEER  
INVOICE DUE DATES 07/03/2015 - 07/28/2015  
BOTH JOURNALIZED AND UNJOURNALIZED

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GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 010 General Fund					
Dept 230-23 DISPATCH SERVICES					
010-230-23-5-26-51	Consolidated Dispatch Se	BAYSIDE, VILLAGE OF	DISPATCH OPERATIONS-3RD	89,746.53	80479
Total For Dept 230-23 DI				89,895.53	
Dept 310-31 PUBLIC WORKS ADMINISTRATION					
010-310-31-5-12-20	Uniform Allowance	BUBLITZ, BRIAN	SAFETY BOOTS REIMBURSED	115.04	80480
010-310-31-5-12-20	Uniform Allowance	YENTER, ROB	SAFETY BOOT REMIBURSEMEN	54.95	80573
010-310-31-5-30-20	Communications	AT & T	SERVICE	29.15	80476
Total For Dept 310-31 PU				199.14	
Dept 311-33 DPW STREETS/TRAFFIC OPERATIONS					
010-311-33-5-22-10	Street Lighting-Elec Ser	WE ENERGIES	SERVICE	88.09	80521
010-311-33-5-22-15	Street Lighting Elec Chr	WE ENERGIES	MONTHLY STREET LIGHTING	343.89	80571
Total For Dept 311-33 DP				431.98	
Dept 319-16 DPW MUNICIPAL COMPLEX					
010-319-16-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	SERVICE	96.24	80521
010-319-16-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	SERVICE	459.77	80521
010-319-16-5-23-10	Cleaning Services	ANSHUS, PATTY	DPW CLEANING-JUNE 2015	160.00	80475
010-319-16-5-35-10	Building Supplies	NASSCO INC	3 CASES PAPER TOWELS	139.44	80506
Total For Dept 319-16 DP				855.45	
Dept 319-33 DPW MUNICIPAL COMPLEX					
010-319-33-5-34-30	Safety Supplies	LINCOLN CONTRACTORS	WORK GLOVES, SAFETY GLOV	13.16	80552
010-319-33-5-35-30	Tools & Supplies	FOX WELDING SUPPLY INC	CYLINDER RETAL-WELDING	16.12	80542
010-319-33-5-35-40	Equip Repair/Maint Suppl	GIELOW'S LAWN & GARDEN I	CARBURETOR OVERHAUL, FL	90.78	80544
Total For Dept 319-33 DP				120.06	
Dept 320-36 DPW REFUSE					
010-320-36-5-29-10	Refuse Collection	ADVANCED DISPOSAL SERVIC	REFUSE DISPOSAL, RECYCLI	33,051.83	80472
Total For Dept 320-36 DP				33,051.83	
Dept 360-31 COMMUNITY DEVELOPMENT					
010-360-31-5-20-20	Professional Services	RUEKERT MIELKE	PROFESSIONAL SERVICES	640.00	80604
Total For Dept 360-31 CO				640.00	
Dept 361-16 VILLAGE HALL					
010-361-16-5-22-10	Electric/Natural Gas	WE ENERGIES	SERVICE	445.70	80521
010-361-16-5-22-10	Electric/Natural Gas	WE ENERGIES	SERVICE	5,096.19	80521
010-361-16-5-22-10	Electric/Natural Gas	WE ENERGIES	SERVICE	4,009.29	80571
010-361-16-5-23-10	Cleaning Services	PRO ONE JANITORIAL INC	JANITORIAL SERVICE-JULY	2,345.00	80510
010-361-16-5-23-15	Building Maint/Repairs	LEMBERG ELECTRIC COMPANY	LIGHTING REPAIRS	104.65	80551
Total For Dept 361-16 VI				12,000.83	
Total For Fund 010 Gener				196,138.39	
Fund 120 PD Asset Forfeiture					
Dept 000-21 TAXES RECEIVABLES					
120-000-21-5-39-70	Program Supplies & Expen	GENERAL COMMUNICATIONS I	TALON RADAR	1,324.00	80491
Total For Dept 000-21 TA				1,324.00	
Total For Fund 120 PD As				1,324.00	
Fund 135 Recycling Fund					
Dept 000-64 SALES					
135-000-64-4-20-20	Sale of Materials	ADVANCED DISPOSAL SERVIC	REFUSE DISPOSAL, RECYCLI	(744.18)	80472
Total For Dept 000-64 SA				(744.18)	
Dept 320-36 DPW REFUSE					
135-320-36-5-29-15	Yard Waste Collection	ADVANCED DISPOSAL SERVIC	REFUSE DISPOSAL, RECYCLI	7,325.87	80472
135-320-36-5-29-20	Recycling Services	ADVANCED DISPOSAL SERVIC	REFUSE DISPOSAL, RECYCLI	12,561.84	80472
Total For Dept 320-36 DP				19,887.71	
Total For Fund 135 Recyc				19,143.53	
Fund 140 North Shore Heatlh Dept					
Dept 410-41					

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INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BROWN DEER  
INVOICE DUE DATES 07/03/2015 - 07/28/2015  
BOTH JOURNALIZED AND UNJOURNALIZED

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GL Number	GL Desc	Vendor	PAID Invoice Description	Amount	Check #
Fund 140 North Shore Health Dept					
Dept 410-41					
140-410-41-5-30-10	Office Supplies, Equip &	CONFLUENCE GRAPHICS	BUSINESS CARDS-SANJA MIL	73.00	80537
140-410-41-5-34-55	Clinical Supplies	SCHNEIDER, KIMBERLY	MILEAGE, EXPENSES	18.00	80513
140-410-41-5-34-55	Clinical Supplies	PARKS, RANDIE	JAN-JUNE MILEAGE REIMBUR	6.59	80560
140-410-41-5-45-30	Professional Training	PLATT, KATHLEEN	JUNE MILEAGE, HR GRANT,	100.00	80509
140-410-41-5-45-40	Mileage Reimbursement	CHRISTIANSEN, ANN	MILEAGE-MCH GRANT, PHP G	77.05	80482
140-410-41-5-45-40	Mileage Reimbursement	PETRIC, SANJA	MAY & JUNE MILEAGE REIMB	86.71	80508
140-410-41-5-45-40	Mileage Reimbursement	PLATT, KATHLEEN	JUNE MILEAGE, HR GRANT,	73.60	80509
140-410-41-5-45-40	Mileage Reimbursement	SCHNEIDER, KIMBERLY	MILEAGE, EXPENSES	34.50	80513
140-410-41-5-45-40	Mileage Reimbursement	PARKS, RANDIE	JAN-JUNE MILEAGE REIMBUR	96.55	80560
140-410-41-5-53-40	Beach Water Testing	PARKS, RANDIE	JAN-JUNE MILEAGE REIMBUR	6.75	80560
		Total For Dept 410-41		572.75	
Dept 411-41					
140-411-41-5-30-10	Environmental Health Sup	SIMERLY, BRAD	MAY & JUNE MILEAGE REIMB	489.04	80567
		Total For Dept 411-41		489.04	
		Total For Fund 140 North		1,061.79	
Fund 141 NSHD Grant Fund					
Dept 421-41 MCH					
141-421-41-5-39-70	Program Supplies & Expen	CHRISTIANSEN, ANN	MILEAGE-MCH GRANT, PHP G	83.95	80482
		Total For Dept 421-41 MC		83.95	
Dept 442-41 PHP Preparedness					
141-442-41-5-39-70	Program Supplies & Expen	CHRISTIANSEN, ANN	MILEAGE-MCH GRANT, PHP G	10.35	80482
141-442-41-5-39-70	Program Supplies & Expen	SCHNEIDER, KIMBERLY	MILEAGE, EXPENSES	46.00	80513
141-442-41-5-39-70	Program Supplies & Expen	ARMSTRONG CONSULTING GRO	2 MONITORS	1,184.00	80528
		Total For Dept 442-41 PH		1,240.35	
Dept 452-41 LEAD					
141-452-41-5-39-70	Program Supplies & Expen	SCHNEIDER, KIMBERLY	MILEAGE, EXPENSES	6.90	80513
		Total For Dept 452-41 LE		6.90	
Dept 457-41 HBI Grant					
141-457-41-5-39-70	Program Supplies & Expen	PLATT, KATHLEEN	JUNE MILEAGE, HR GRANT,	34.39	80509
141-457-41-5-39-70	Program Supplies & Expen	SHOREWOOD PRESS	22 COLOR BOOKS	595.00	80566
		Total For Dept 457-41 HB		629.39	
		Total For Fund 141 NSHD		1,960.59	
Fund 151 Library Fund.					
Dept 510-51 92400					
151-510-51-5-20-40	Printing Services	XEROX CORPORATION	PERIODIC PAYMENT	52.62	80615
151-510-51-5-20-40	Printing Services	XEROX CORPORATION	BASE CHARGE & METER	585.76	80615
151-510-51-5-24-10	Equipment Maintenance Se	CLOSED CIRCUIT INNOVATIO	SERVICE AGREEMENT FEE-AP	870.00	80535
151-510-51-5-30-10	Office Supplies, Equip &	COMPLETE OFFICE OF WISCO	POST IT NOTES, FOLDERS,	58.12	80485
151-510-51-5-30-10	Office Supplies, Equip &	COMPLETE OFFICE OF WISCO	LABELS	59.60	80536
151-510-51-5-30-10	Office Supplies, Equip &	COMPLETE OFFICE OF WISCO	LABELS	63.76	80536
151-510-51-5-30-20	Communications	AT & T	SERVICE	20.82	80476
		Total For Dept 510-51 92		1,710.68	
Dept 511-51					
151-511-51-5-35-40	Collect Repair/Maint/Sup	DEMCO	300 DVD SECURITY CASES	300.00	80539
151-511-51-5-38-15	Books	BAKER & TAYLOR	3 BOOKS	44.07	80478
151-511-51-5-38-15	Books	BAKER & TAYLOR	5 BOOKS	66.56	80478
151-511-51-5-38-15	Books	BAKER & TAYLOR	2 BOOKS	49.74	80478
151-511-51-5-38-15	Books	BAKER & TAYLOR	2 BOOKS	26.09	80478
151-511-51-5-38-15	Books	BAKER & TAYLOR	2 BOOKS	29.20	80478
151-511-51-5-38-15	Books	BAKER & TAYLOR	2 BOOKS	28.68	80478
151-511-51-5-38-15	Books	BAKER & TAYLOR	17 BOOKS	228.64	80478
151-511-51-5-38-15	Books	BAKER & TAYLOR	22 BOOKS	206.35	80478
151-511-51-5-38-15	Books	BAKER & TAYLOR	14 BOOKS	115.68	80478

		PAID				
GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #	
Fund 151 Library Fund						
Dept 511-51						
151-511-51-5-38-15	Books	BAKER & TAYLOR	BOOK	21.24	80579	
151-511-51-5-38-15	Books	BAKER & TAYLOR	4 BOOKS	47.12	80579	
151-511-51-5-38-15	Books	BAKER & TAYLOR	7 BOOKS	93.05	80579	
151-511-51-5-38-15	Books	BAKER & TAYLOR	3 BOOKS	39.97	80579	
151-511-51-5-38-15	Books	BAKER & TAYLOR	7 BOOKS	105.89	80579	
151-511-51-5-38-15	Books	BAKER & TAYLOR	BOOK	9.25	80579	
151-511-51-5-38-15	Books	BAKER & TAYLOR	BOOK	11.59	80579	
151-511-51-5-38-15	Books	BAKER & TAYLOR	2 BOOKS	28.62	80579	
151-511-51-5-38-15	Books	BAKER & TAYLOR	2 BOOKS	21.22	80579	
151-511-51-5-38-15	Books	BAKER & TAYLOR	3 BOOKS	33.34	80579	
151-511-51-5-38-15	Books	BAKER & TAYLOR	11 BOOKS	137.37	80579	
151-511-51-5-38-15	Books	BAKER & TAYLOR	23 BOOKS	300.71	80579	
151-511-51-5-38-15	Books	BAKER & TAYLOR	19 BOOKS	165.93	80579	
151-511-51-5-38-15	Books	BAKER & TAYLOR	17 BOOKS	93.91	80579	
151-511-51-5-38-15	Books	INGRAM LIBRARY SERVICES	43 BOOKS	232.65	80591	
151-511-51-5-38-15	Books	WISCONSIN PARENTS ASSOC	BOOK	29.95	80614	
151-511-51-5-38-30	Donation Expenditures	MILW CO FEDERATED LIBRAR	NET ADVANTAGE	581.00	80502	
Total For Dept 511-51				3,047.82		
Dept 512-51						
151-512-51-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	SERVICE	1,331.27	80521	
151-512-51-5-23-10	Cleaning Services	GIBB BUILDING MAINTENANC	MONTHLY CLEANING SERVICE	1,200.00	80589	
151-512-51-5-23-15	Building Maint/Repair Se	ITU ABSORBTECH INC	MONTHLY MAT SERVICE	56.00	80494	
151-512-51-5-23-15	Building Maint/Repair Se	LAFORCE INC	REAR DOOR REPAIRS	184.00	80497	
151-512-51-5-23-15	Building Maint/Repair Se	ITU ABSORBTECH INC	MAT SERVICE-MAY	56.00	80592	
151-512-51-5-23-15	Building Maint/Repair Se	ITU ABSORBTECH INC	MAT SERVICE-MARCH	185.53	80592	
151-512-51-5-23-15	Building Maint/Repair Se	WISCONSIN AUTOMATIC DOOR	PREVENTATIVE MAINTENANCE	300.00	80613	
151-512-51-5-35-10	Building Supplies	NASSCO INC	CLOROX DISINFECTING WIPE	31.67	80506	
151-512-51-5-35-10	Building Supplies	NASSCO INC	FACIAL TISSUE	37.74	80506	
Total For Dept 512-51				3,382.21		
Total For Fund 151 Libra				8,140.71		
Fund 152 Village Park & Pond Fund						
Dept 520-52						
152-520-52-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	SERVICE	301.98	80521	
152-520-52-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	SERVICE	187.19	80521	
152-520-52-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	SERVICE	15.71	80521	
152-520-52-5-35-10	Building Supplies	FREULER, PATTY	REIMBURSEMENT-HEXAGON PI	321.58	80543	
152-520-52-5-37-10	Operation Materials	TAPCO	POND SIGNAGE	49.95	80516	
152-520-52-5-37-10	Operation Materials	CARRICO AQUATIC RESOURCE	POND WATER MGMT PAYMENT	4,416.25	80582	
152-520-52-5-37-10	Operation Materials	CARRICO AQUATIC RESOURCE	POND WATER MGMT PAYMENT	4,666.25	80582	
152-520-52-5-39-70	Program Supplies & Expen	BROWN DEER FOUNDATION	RAIN BARREL SPONSORSHIP	250.00	80581	
152-520-52-5-39-70	Program Supplies & Expen	EGGERS IMPRINTS	POND STAFF SHIRTS, PART	390.00	80587	
Total For Dept 520-52				10,598.91		
Dept 521-52						
152-521-52-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	SERVICE	48.79	80521	
152-521-52-5-35-40	Equip Repair/Maint Suppl	MARTENS RELIABLE TRUE VA	KEYS, SUPPLIES	80.94	80500	
Total For Dept 521-52				129.73		
Total For Fund 152 Villa				10,728.64		
Fund 153 Recreation Program Fund						
Dept 000-53						
153-000-53-5-39-70	Fund Raising Supplies &	WISCONSIN PARK & RECREAT	WPRA WEEK-SIX FLAGS TICK	770.50	80572	
153-000-53-5-39-75	Miscellaneous Supplies &	EGGERS IMPRINTS	POND STAFF SHIRTS, PART	165.00	80587	
Total For Dept 000-53				935.50		
Dept 000-67 PARKS & CULTURE/RECREATION						
153-000-67-4-30-30	Youth Instruction	KERSLAKE, JESSICA	ART CLASS CANCELLED	66.00	80495	

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 153 Recreation Program Fund					
Dept 000-67 PARKS & CULTURE/RECREATION					
153-000-67-4-30-30	Youth Instruction	HUTCHINSON, GREATA	REFUND-KIDS KARATE CLASS	30.00	80547
153-000-67-4-30-40	Aquatic Program	RETKOWSKI, ELISSA	REFUND-LEVEL 6 SWIM CANC	43.00	80563
153-000-67-4-30-45	Senior Programs	CRONCE, CHARLOTTE	REFUND-LAKE GENEVA TOUR	80.00	80538
Total For Dept 000-67 PA				219.00	
Dept 543-53					
153-543-53-5-39-70	Program Supplies & Expen	MARTENS RELIABLE TRUE VA	KEYS, SUPPLIES	15.40	80500
153-543-53-5-39-70	Program Supplies & Expen	HELIUM TRAMPOLINE PARK	SUMME PLAYGROUND FIELD T	880.00	80546
153-543-53-5-39-70	Program Supplies & Expen	DURHAM SCHOOL SERVICES	PLAYGROUND FIELD TRIP	130.00	80586
153-543-53-5-39-70	Program Supplies & Expen	DURHAM SCHOOL SERVICES	PLAYGROUND FIELD TRIP	260.00	80586
153-543-53-5-39-70	Program Supplies & Expen	EGGERS IMPRINTS	POND STAFF SHIRTS, PART	660.00	80587
Total For Dept 543-53				1,945.40	
Dept 545-53					
153-545-53-5-39-70	Program Supplies & Expen	AMERICAN RED CROSS	WSI CLASS FEES	70.00	80526
Total For Dept 545-53				70.00	
Dept 546-53 Senior Center					
153-546-53-5-39-70	Program Supplies & Expen	LAKE GENEVA CRUISE LINES	SENIOR CITIZENS DAY TRIP	1,122.01	80596
Total For Dept 546-53 Se				1,122.01	
Total For Fund 153 Recre				4,291.91	
Fund 154 4th of July Fund					
Dept 000-53					
154-000-53-5-20-40	Printing Services	DIGITAL EDGE COPY & PRIN	JULY 4TH BANNERS, PARADE	312.00	80486
154-000-53-5-39-70	Program Supplies & Expen	COCA-COLA LAKESHORE DIV	SODA-JULY 4	285.12	80484
154-000-53-5-39-70	Program Supplies & Expen	ORIGINAL RTM	SECURITY AND RADIO RENTA	986.71	80507
154-000-53-5-39-70	Program Supplies & Expen	ARCTIC GLACIER INC-WI	ICE-JULY 4	368.60	80527
154-000-53-5-39-70	Program Supplies & Expen	CEDAR CREST ICE CREAM	ICE CREAM CUPS-JULY 4	138.25	80533
154-000-53-5-39-70	Program Supplies & Expen	SUBURBAN RENTAL INC	EQUIPMENT RENTAL-JULY 4	79.75	80606
154-000-53-5-39-70	Program Supplies & Expen	SUBURBAN RENTAL INC	EQUIPMENT RENTAL-JULY 4	1,300.00	80606
154-000-53-5-39-70	Program Supplies & Expen	US FOODS	FOOD ORDER-JULY 4	2,115.93	80609
154-000-53-5-40-10	Fireworks	RKM FIREWORKS	JULY 4TH FIREWORKS	12,500.00	80564
154-000-53-5-40-15	Parade & Awards	DIGITAL EDGE COPY & PRIN	JULY 4TH BANNERS, PARADE	180.00	80486
154-000-53-5-40-30	Bingo Supplies & Expense	AGUIRRE, PATRICIA	2015 BINGO WINNER	10.00	80423
154-000-53-5-40-30	Bingo Supplies & Expense	AGUIRRE, PATRICIA	2015 BINGO WINNER	4.00	80423
154-000-53-5-40-30	Bingo Supplies & Expense	AGUIRRE, PATRICIA	2015 BINGO WINNER	5.00	80423
154-000-53-5-40-30	Bingo Supplies & Expense	BECKLEY, BRYANT	2015 BINGO WINNER	10.00	80424
154-000-53-5-40-30	Bingo Supplies & Expense	BROWN, LEW	2015 BINGO WINNER	10.00	80425
154-000-53-5-40-30	Bingo Supplies & Expense	CONWAY, ERICA	2015 BINGO WINNER	8.00	80426
154-000-53-5-40-30	Bingo Supplies & Expense	DUCK, SORGE	2015 BINGO WINNER	10.00	80427
154-000-53-5-40-30	Bingo Supplies & Expense	DZIEWIK, DAN	2015 BINGO WINNER	10.00	80428
154-000-53-5-40-30	Bingo Supplies & Expense	DZIEWIK, DAN	2015 BINGO WINNER	10.00	80428
154-000-53-5-40-30	Bingo Supplies & Expense	DZIEWIK, DONNA	2015 BINGO WINNER	3.00	80429
154-000-53-5-40-30	Bingo Supplies & Expense	DZIEWIK. KRISTIN	2015 BINGO WINNER	4.00	80430
154-000-53-5-40-30	Bingo Supplies & Expense	DZIEWIK. KRISTIN	2015 BINGO WINNER	8.00	80430
154-000-53-5-40-30	Bingo Supplies & Expense	ELLIS, DEBBIE	2015 BINGO WINNER	10.00	80431
154-000-53-5-40-30	Bingo Supplies & Expense	ELLIS, DEBBIE	2015 BINGO WINNER	10.00	80431
154-000-53-5-40-30	Bingo Supplies & Expense	ELLIS, DEBBIE	2015 BINGO WINNER	10.00	80431
154-000-53-5-40-30	Bingo Supplies & Expense	ELLIS, DEBBIE	2015 BINGO WINNER	10.00	80431
154-000-53-5-40-30	Bingo Supplies & Expense	GALLOWAY, CHRIS	2015 BINGO WINNER	3.00	80432
154-000-53-5-40-30	Bingo Supplies & Expense	GARCIC, SARAH	2015 BINGO WINNER	10.00	80433
154-000-53-5-40-30	Bingo Supplies & Expense	GORST, NATHANIELL	2015 BINGO WINNER	10.00	80434
154-000-53-5-40-30	Bingo Supplies & Expense	GORST, RACHEL	2015 BINGO WINNER	5.00	80435
154-000-53-5-40-30	Bingo Supplies & Expense	GRALL, KEVIN	2015 BINGO WINNER	4.00	80436
154-000-53-5-40-30	Bingo Supplies & Expense	HOIER, DOTTIE	2015 BINGO WINNER	3.00	80437
154-000-53-5-40-30	Bingo Supplies & Expense	HOOVER, JONAH	2015 BINGO WINNER	5.00	80438
154-000-53-5-40-30	Bingo Supplies & Expense	HOOVER, JONAH	2015 BINGO WINNER	10.00	80438

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GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 154 4th of July Fund					
Dept 000-53					
154-000-53-5-40-30	Bingo Supplies & Expense	HOOVER, JONAH	2015 BINGO WINNER	10.00	80438
154-000-53-5-40-30	Bingo Supplies & Expense	JELLEN, NATHAN	2015 BINGO WINNER	10.00	80439
154-000-53-5-40-30	Bingo Supplies & Expense	JOHNSTEN, TOM	2015 BINGO WINNER	30.00	80440
154-000-53-5-40-30	Bingo Supplies & Expense	KIOSKI, MARILYN	2015 BINGO WINNER	5.00	80441
154-000-53-5-40-30	Bingo Supplies & Expense	KIOSKI, WILLIAM	2015 BINGO WINNER	5.00	80442
154-000-53-5-40-30	Bingo Supplies & Expense	KROGMAN, CARESSA	2015 BINGO WINNER	20.00	80443
154-000-53-5-40-30	Bingo Supplies & Expense	KURIGA, ODESSA	2015 BINGO WINNER	5.00	80444
154-000-53-5-40-30	Bingo Supplies & Expense	MALPH, RALPH	2015 BINGO WINNER	7.50	80445
154-000-53-5-40-30	Bingo Supplies & Expense	MEGAL, LARRY	2015 BINGO WINNER	5.00	80446
154-000-53-5-40-30	Bingo Supplies & Expense	MEGAL, LARRY	2015 BINGO WINNER	5.00	80446
154-000-53-5-40-30	Bingo Supplies & Expense	MEGAL, LARRY	2015 BINGO WINNER	7.50	80446
154-000-53-5-40-30	Bingo Supplies & Expense	MILLER, JOSHUA	2015 BINGO WINNER	10.00	80447
154-000-53-5-40-30	Bingo Supplies & Expense	MITTEN, CATHI	2015 BINGO WINNER	8.00	80448
154-000-53-5-40-30	Bingo Supplies & Expense	MITTEN, CATHI	2015 BINGO WINNER	10.00	80448
154-000-53-5-40-30	Bingo Supplies & Expense	MURPHY, DAN	2015 BINGO WINNER	5.00	80449
154-000-53-5-40-30	Bingo Supplies & Expense	MURPHY, DAN	2015 BINGO WINNER	10.00	80449
154-000-53-5-40-30	Bingo Supplies & Expense	MURPHY, DAN	2015 BINGO WINNER	10.00	80449
154-000-53-5-40-30	Bingo Supplies & Expense	NUNEZ, JESUS	2015 BINGO WINNER	7.50	80450
154-000-53-5-40-30	Bingo Supplies & Expense	O'DONNELL, MARY PAT	2015 BINGO WINNER	5.00	80451
154-000-53-5-40-30	Bingo Supplies & Expense	PHELPS, SUSAN M	2015 BINGO WINNER	8.00	80452
154-000-53-5-40-30	Bingo Supplies & Expense	PHELPS, SUSAN M	2015 BINGO WINNER	10.00	80452
154-000-53-5-40-30	Bingo Supplies & Expense	PICARD, NAOMI	2015 BINGO WINNER	5.00	80453
154-000-53-5-40-30	Bingo Supplies & Expense	RAVERTY, NICHOLAS	2015 BINGO WINNER	10.00	80454
154-000-53-5-40-30	Bingo Supplies & Expense	RAVERTY, NICHOLAS	2015 BINGO WINNER	5.00	80454
154-000-53-5-40-30	Bingo Supplies & Expense	SHUTIC, CIARA	2015 BINGO WINNER	10.00	80455
154-000-53-5-40-30	Bingo Supplies & Expense	SHUTIC, ERIN	2015 BINGO WINNER	7.50	80456
154-000-53-5-40-30	Bingo Supplies & Expense	SIMANSON, TRAVIS	2015 BINGO WINNER	10.00	80457
154-000-53-5-40-30	Bingo Supplies & Expense	SKAVLAND, ROCHELLE	2015 BINGO WINNER	10.00	80458
154-000-53-5-40-30	Bingo Supplies & Expense	SLINSKEY, KAYLIN	2015 BINGO WINNER	10.00	80459
154-000-53-5-40-30	Bingo Supplies & Expense	SPRANSY, BRYAN	2015 BINGO WINNER	10.00	80460
154-000-53-5-40-30	Bingo Supplies & Expense	TRIPS, VANESSA	2015 BINGO WINNER	3.00	80461
154-000-53-5-40-30	Bingo Supplies & Expense	VADNAIS, FRANK	2015 BINGO WINNER	10.00	80462
154-000-53-5-40-30	Bingo Supplies & Expense	VADNAIS, LINDA	2015 BINGO WINNER	20.00	80463
154-000-53-5-40-30	Bingo Supplies & Expense	WATER, MIKE	2015 BINGO WINNER	12.00	80464
154-000-53-5-40-30	Bingo Supplies & Expense	WHALEN, KRISTINA	2015 BINGO WINNER	10.00	80465
154-000-53-5-40-30	Bingo Supplies & Expense	WILLIAMS, GAYLE	2015 BINGO WINNER	5.00	80466
154-000-53-5-40-30	Bingo Supplies & Expense	WILLIAMS, GAYLE	2015 BINGO WINNER	10.00	80466
154-000-53-5-40-30	Bingo Supplies & Expense	WOLFF, LENORE	2015 BINGO WINNER	10.00	80467
154-000-53-5-40-30	Bingo Supplies & Expense	WOLFF, LENORE	2015 BINGO WINNER	5.00	80467
154-000-53-5-40-30	Bingo Supplies & Expense	WRIGHT, SUE	2015 BINGO WINNER	3.00	80468
154-000-53-5-40-30	Bingo Supplies & Expense	ZAGORSKI, WENDI	2015 BINGO WINNER	4.00	80469
154-000-53-5-40-30	Bingo Supplies & Expense	ZAGORSKI, WENDI	2015 BINGO WINNER	8.00	80469
154-000-53-5-40-30	Bingo Supplies & Expense	ZIELINSKI, DANIEL	2015 BINGO WINNER	10.00	80470
Total For Dept 000-53				18,829.36	
Total For Fund 154 4th o				18,829.36	
Fund 155 Community Center Fund					
Dept 000-67 PARKS & CULTURE/RECREATION					
155-000-67-4-20-40	Facility Rental Fees	LUTEN, KENYATA	REFUND-HALL RESERVATION	132.00	80554
Total For Dept 000-67 PA				132.00	
Dept 546-53 Senior Center					
155-546-53-5-39-70	Program Supplies & Expen	AT & T	SERVICE	68.02	80476
155-546-53-5-39-70	Program Supplies & Expen	WE ENERGIES	SERVICE-COMMUNITY CENTER	9.86	80521
155-546-53-5-39-70	Program Supplies & Expen	WE ENERGIES	SERVICE-COMMUNITY CENTER	180.18	80521
155-546-53-5-39-70	Program Supplies & Expen	PRO ONE JANITORIAL INC	JANITORIAL SERVICE-AUGUS	545.30	80602

PAID

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 155 Community Center Fund					
Dept 546-53 Senior Center					
155-546-53-5-39-70	Program Supplies & Expen	PRO ONE JANITORIAL INC	CREDIT	(30.00)	80602
Total For Dept 546-53 Se				773.36	
Dept 547-53 Community Center					
155-547-53-5-39-70	Program Supplies & Expen	WE ENERGIES	SERVICE-COMMUNITY CENTER	4.23	80521
155-547-53-5-39-70	Program Supplies & Expen	WE ENERGIES	SERVICE-COMMUNITY CENTER	77.22	80521
155-547-53-5-39-70	Program Supplies & Expen	PRO ONE JANITORIAL INC	JANITORIAL SERVICE-AUGUS	233.70	80602
155-547-53-5-39-70	Program Supplies & Expen	PRO ONE JANITORIAL INC	CREDIT	(30.00)	80602
Total For Dept 547-53 Co				285.15	
Total For Fund 155 Commu				1,190.51	
Fund 170 BD Business Park Street Light Fund					
Dept 000-34 STATE SHARED REVENUE					
170-000-34-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	MONTHLY STREET LIGHTING	115.57	80571
Total For Dept 000-34 ST				115.57	
Total For Fund 170 BD Bu				115.57	
Fund 171 Kildeer Court Street Lighting Fund					
Dept 000-34 STATE SHARED REVENUE					
171-000-34-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	MONTHLY STREET LIGHTING	39.53	80571
Total For Dept 000-34 ST				39.53	
Total For Fund 171 Kilde				39.53	
Fund 172 Opus North Street Lighting Fund					
Dept 000-34 STATE SHARED REVENUE					
172-000-34-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	MONTHLY STREET LIGHTING	78.07	80571
Total For Dept 000-34 ST				78.07	
Total For Fund 172 Opus				78.07	
Fund 173 Park Plaza Street Lighting Fund					
Dept 000-34 STATE SHARED REVENUE					
173-000-34-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	MONTHLY STREET LIGHTING	876.22	80571
Total For Dept 000-34 ST				876.22	
Total For Fund 173 Park				876.22	
Fund 174 North Arbon Drive Street Lighting Fund					
Dept 000-34 STATE SHARED REVENUE					
174-000-34-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	MONTHLY STREET LIGHTING	112.32	80571
Total For Dept 000-34 ST				112.32	
Total For Fund 174 North				112.32	
Fund 175 BD Corporate Park Street Lighting Fund					
Dept 000-34 STATE SHARED REVENUE					
175-000-34-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	MONTHLY STREET LIGHTING	47.37	80571
Total For Dept 000-34 ST				47.37	
Total For Fund 175 BD Co				47.37	
Fund 180 Strehlow Donation Fund					
Dept 000-51 DUE FROM OTHER FUNDS					
180-000-51-5-39-11	Donation Expense Library	ANDERSEN-KOPCZYK, DANA	SUMMER PROGRAM SUPPLIES	98.71	80474
180-000-51-5-39-11	Donation Expense Library	ANDERSEN-KOPCZYK, DANA	SUMMER PROGRAM SUPPLIES	103.46	80575
Total For Dept 000-51 DU				202.17	
Total For Fund 180 Streh				202.17	
Fund 185 BROWN DEER FARMERS MARKET					
Dept 000-41 LICENSES & PERMITS					
185-000-41-5-30-10	Office Supplies, Equip &	FRYMARK, AMBER	FARMERS MARKET REFUND	150.00	80489
185-000-41-5-30-40	Advertising	LOVE, CHARLES	FARMERS MARKET PERFORMAN	50.00	80499
185-000-41-5-30-40	Advertising	LOVE, CHARLES	PERFORMANCE COMPENSATION	50.00	80553
185-000-41-5-30-40	Advertising	KASIK, DAVID	PERFORMANCE COMPENSATION	50.00	80593

GL Number	GL Desc	Vendor	PAID	Invoice Description	Amount	Check #
Fund 185 BROWN DEER FARMERS MARKET						
Dept 000-41 LICENSES & PERMITS						
		Total For Dept 000-41 LI			300.00	
		Total For Fund 185 BROWN			300.00	
Fund 186 SPECIAL EVENT FUND						
Dept 000-53						
186-000-53-5-40-20	Entertainment - Vibes	LARRY'S MARKET		FOOD FOR BAND-COMMUNITY	21.25	80498
186-000-53-5-40-20	Entertainment - Vibes	3 STRIPE PRODUCTIONS LLC		CHASIN MASON VIVES CONCE	1,700.00	80524
186-000-53-5-40-20	Entertainment - Vibes	Z AND R ENTERTAINMENT LL		VIBES ENTERTAINMENT-ALTE	1,300.00	80616
		Total For Dept 000-53			3,021.25	
		Total For Fund 186 SPECT			3,021.25	
Fund 320 Capital Improvement Project Fund						
Dept 000-72						
320-000-72-5-81-20	Police Dept. Equipment	BAYCOM		GROUND LOOP ISOLATORS-SQ	451.25	80580
		Total For Dept 000-72			451.25	
		Total For Fund 320 Capit			451.25	
Fund 353 TIF #3						
Dept 000-67 PARKS & CULTURE/RECREATION						
353-000-67-5-20-20	Professional Services	WE ENERGIES		SERVICCE	531.76	80521
353-000-67-5-20-20	Professional Services	WE ENERGIES		SERVICE	598.02	80521
353-000-67-5-20-20	Professional Services	WE ENERGIES		SERVICE	97.33	80521
353-000-67-5-20-20	Professional Services	WE ENERGIES		SERVICE	455.77	80521
353-000-67-5-20-20	Professional Services	WE ENERGIES		SERVICE	635.24	80521
		Total For Dept 000-67 PA			2,318.12	
		Total For Fund 353 TIF #			2,318.12	
Fund 600 Water						
Dept 000-12 TAXES						
600-000-12-2-00-20	Accounts Payable-Other	TRUCK COUNTRY - MILWAUKE		REPAIRS & MAINTENANCE/DU	704.68	80519
600-000-12-2-00-20	Accounts Payable-Other	BADGER METER INC		MOUNT ANTENNA	136.82	80529
600-000-12-2-00-20	Accounts Payable-Other	E.H. WACHS		TELSCOPIING KEY TOP & EXT	860.44	80540
600-000-12-2-00-20	Accounts Payable-Other	ESCHE, DON		BOOKKEEPING SERVICES	775.00	80541
600-000-12-2-00-20	Accounts Payable-Other	HD SUPPLY WATERWORKS LTD		PARTS, VALVE BOX RISER	942.68	80545
600-000-12-2-00-20	Accounts Payable-Other	KIMBALL MIDWEST		LUBRICANT & SUPPLIES	146.28	80549
600-000-12-2-00-20	Accounts Payable-Other	KIMBALL MIDWEST		PAINT, FREIGHT, CREDIT	155.63	80549
600-000-12-2-00-20	Accounts Payable-Other	MILWAUKEE WATER WORKS		JUNE WHOLESALE WATER	65,350.19	80555
600-000-12-2-00-20	Accounts Payable-Other	NORTH SHORE WATER COMISS		WATER SAMPLES-REGULAR	300.00	80558
600-000-12-2-00-20	Accounts Payable-Other	NORTHERN LAKE SERVICE IN		SAMPLES	560.00	80559
600-000-12-2-00-20	Accounts Payable-Other	RODRIGUEZ CONSTRUCTION C		ASPHALT RESTORATION	400.00	80565
600-000-12-2-00-20	Accounts Payable-Other	CITY WATER LLC		CONSULTING/FIELD WORK/JU	12,899.36	80584
		Total For Dept 000-12 TA			83,231.08	
Dept 612-37 Pumping Expense						
600-612-37-5-22-10	Power Purchased for Pump	WE ENERGIES		SERVICE 4290 W CALUMET R	76.97	80521
600-612-37-5-22-10	Power Purchased for Pump	WE ENERGIES		SERVICE 5998 W BRADLEY	116.02	80521
		Total For Dept 612-37 Pu			192.99	
Dept 614-37 Trans & Distribution Expense						
600-614-37-5-30-90	Miscellaneous Expense	WE ENERGIES		SERVICE	78.65	80521
		Total For Dept 614-37 Tr			78.65	
Dept 616-37 Customer Account Expense						
600-616-37-5-36-30	Customer Records/Collect	UNITED MAILING SERVICES		FOLD, INSET, MAIL WATER	1,886.75	80608
		Total For Dept 616-37 Cu			1,886.75	
Dept 620-37 Admin & General Expense						
600-620-37-5-30-10	Office Supplies, Equip &	AT & T		SERVICE	24.99	80476
600-620-37-5-30-10	Office Supplies, Equip &	PITNEY BOWES INC		HIGH SPEED LETTER OPENER	2,100.87	80561
		Total For Dept 620-37 Ad			2,125.86	

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User: gerthde  
DB: Brown Deer

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BROWN DEER  
INVOICE DUE DATES 07/03/2015 - 07/28/2015  
BOTH JOURNALIZED AND UNJOURNALIZED  
PAID

Page: 10/11

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 600 Water					
Total For Fund 600 Water				87,515.33	
Fund 610 Storm Water					
Dept 000-36					
610-000-36-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	MONTHLY STREET LIGHTING	20.05	80571
610-000-36-5-29-30	Landfill fees	ADVANCED DISPOSAL SERVIC	REFUSE DISPOSAL, RECYCLI	740.00	80472
610-000-36-5-82-40	Capital Outlay-Imp Storm	AYRES ASSOCIATES	PROFESSIONAL SERVICES	37,818.41	80578
610-000-36-5-82-40	Capital Outlay-Imp Storm	LEMBERG ELECTRIC COMPANY	6 CONSTRUCTION SIGNS	1,380.00	80597
610-000-36-5-90-10	DPW Operations Allocatio	VINTON CONSTRUCTION CO	PAY APPL 1/ROADWAY/STORM	481,005.67	80610
Total For Dept 000-36				520,964.13	
Total For Fund 610 Storm				520,964.13	
Fund 630 Sewer					
Dept 000-36					
630-000-36-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	SERVICE	122.80	80521
630-000-36-5-22-10	Natural Gas/Electric Ser	WE ENERGIES	SERVICE	40.98	80521
Total For Dept 000-36				163.78	
Total For Fund 630 Sewer				163.78	

07/28/2015 02:21 PM  
User: gerthde  
DB: Brown Deer

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BROWN DEER  
INVOICE DUE DATES 07/03/2015 - 07/28/2015  
BOTH JOURNALIZED AND UNJOURNALIZED

Page: 11/11

PAID

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 010	General Fund			196,138.39	
Fund 120	PD Asset Forfei			1,324.00	
Fund 135	Recycling Fund			19,143.53	
Fund 140	North Shore Hea			1,061.79	
Fund 141	NSHD Grant Fund			1,960.59	
Fund 151	Library Fund			8,140.71	
Fund 152	Village Park &			10,728.64	
Fund 153	Recreation Prog			4,291.91	
Fund 154	4th of July Fun			18,829.36	
Fund 155	Community Cente			1,190.51	
Fund 170	BD Business Par			115.57	
Fund 171	Kildeer Court S			39.53	
Fund 172	Opus North Stre			78.07	
Fund 173	Park Plaza Stre			876.22	
Fund 174	North Arbon Dri			112.32	
Fund 175	BD Corporate Pa			47.37	
Fund 180	Strehlow Donati			202.17	
Fund 185	BROWN DEER FARM			300.00	
Fund 186	SPECIAL EVENT F			3,021.25	
Fund 320	Capital Improve			451.25	
Fund 353	TIF #3			2,318.12	
Fund 600	Water			87,515.33	
Fund 610	Storm Water			520,964.13	
Fund 630	Sewer			163.78	

879,014.54

User: gerthde

CHECK DATE FROM 07/07/2015 - 07/07/2015

DB: Brown Deer

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 1 General Checking Account					
07/07/2015	1	80423	008576	AGUIRRE, PATRICIA	19.00
07/07/2015	1	80424	008577	BECKLEY, BRYANT	10.00
07/07/2015	1	80425	008578	BROWN, LEW	10.00
07/07/2015	1	80426	008579	CONWAY, ERICA	8.00
07/07/2015	1	80427	008609	DUCK, SORGE	10.00
07/07/2015	1	80428	008580	DZIEWIK, DAN	20.00
07/07/2015	1	80429	008581	DZIEWIK, DONNA	3.00
07/07/2015	1	80430	008582	DZIEWIK, KRISTIN	12.00
07/07/2015	1	80431	008583	ELLIS, DEBBIE	40.00
07/07/2015	1	80432	008212	GALLOWAY, CHRIS	3.00
07/07/2015	1	80433	008584	GARCIC, SARAH	10.00
07/07/2015	1	80434	008585	GORST, NATHANIELL	10.00
07/07/2015	1	80435	008586	GORST, RACHEL	5.00
07/07/2015	1	80436	008383	GRALL, KEVIN	4.00
07/07/2015	1	80437	008196	HOIER, DOTTIE	3.00
07/07/2015	1	80438	008172	HOOVER, JONAH	25.00
07/07/2015	1	80439	008587	JELLEN, NATHAN	10.00
07/07/2015	1	80440	008588	JOHNSTEN, TOM	30.00
07/07/2015	1	80441	008589	KIOSKI, MARILYN	5.00
07/07/2015	1	80442	008590	KIOSKI, WILLIAM	5.00
07/07/2015	1	80443	008200	KROGMAN, CARESSA	20.00
07/07/2015	1	80444	008204	KURIGA, ODESSA	5.00
07/07/2015	1	80445	008591	MALPH, RALPH	7.50
07/07/2015	1	80446	008592	MEGAL, LARRY	17.50
07/07/2015	1	80447	008593	MILLER, JOSHUA	10.00
07/07/2015	1	80448	008594	MITTEN, CATHI	18.00
07/07/2015	1	80449	008595	MURPHY, DAN	25.00
07/07/2015	1	80450	008596	NUNEZ, JESUS	7.50
07/07/2015	1	80451	008597	O'DONNELL, MARY PAT	5.00
07/07/2015	1	80452	005773	PHELPS, SUSAN M	18.00
07/07/2015	1	80453	008214	PICARD, NAOMI	5.00
07/07/2015	1	80454	008206	RAVERTY, NICHOLAS	15.00
07/07/2015	1	80455	008598	SHUTIC, CIARA	10.00
07/07/2015	1	80456	008599	SHUTIC, ERIN	7.50
07/07/2015	1	80457	008600	SIMANSON, TRAVIS	10.00
07/07/2015	1	80458	008601	SKAVLAND, ROCHELLE	10.00
07/07/2015	1	80459	008602	SLINSKEY, KAYLIN	10.00
07/07/2015	1	80460	008603	SPRANSY, BRYAN	10.00
07/07/2015	1	80461	008604	TRIPS, VANESSA	3.00
07/07/2015	1	80462	008605	VADNAIS, FRANK	10.00
07/07/2015	1	80463	008184	VADNAIS, LINDA	20.00
07/07/2015	1	80464	008608	WATER, MIKE	12.00
07/07/2015	1	80465	002729	WHALEN, KRISTINA	10.00
07/07/2015	1	80466	008207	WILLIAMS, GAYLE	15.00
07/07/2015	1	80467	006851	WOLFF, LENORE	15.00
07/07/2015	1	80468	008606	WRIGHT, SUE	3.00
07/07/2015	1	80469	008607	ZAGORSKI, WENDI	12.00
07/07/2015	1	80470	003669	ZIELINSKI, DANIEL	10.00

1 TOTALS:

Total of 48 Checks:

563.00

Less 0 Void Checks:

0.00

Total of 48 Disbursements:

563.00

*Susan*  
*7/8/15*

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 1 General Checking Account					
07/10/2015	1	80472	005528	ADVANCED DISPOSAL SERVICES	52,935.36 ✓
07/10/2015	1	80473	005723	ANDERSEN, NICHOLAS	122.26 ✓
07/10/2015	1	80474	006369	ANDERSEN-KOPCZYK, DANA	98.71 ✓
07/10/2015	1	80475	003096	ANSHUS, PATTY	160.00 ✓
07/10/2015	1	80476	001150	AT & T	484.51 ✓
07/10/2015	1	80477	001156	AUTO COLLISION SPECIALISTS	400.60 ✓
07/10/2015	1	80478	001185	BAKER & TAYLOR	795.01 ✓
07/10/2015	1	80479	001209	BAYSIDE, VILLAGE OF	89,895.53 ✓
07/10/2015	1	80480	004374	BUBLITZ, BRIAN	115.04 ✓
07/10/2015	1	80481	007273	CAPRILE, BARBARA G	439.10 ✓
07/10/2015	1	80482	008473	CHRISTIANSSEN, ANN	171.35 ✓
07/10/2015	1	80483	003122	CLEAR CUT PRINT SOLUTIONS	338.90 ✓
07/10/2015	1	80484	003629	COCA-COLA LAKESHORE DIV	285.12 ✓
07/10/2015	1	80485	008457	COMPLETE OFFICE OF WISCONSIN	58.12 ✓
07/10/2015	1	80486	008512	DIGITAL EDGE COPY & PRINT CENTERS	492.00 ✓
07/10/2015	1	80487	005679	EGGERS IMPRINTS	393.00 ✓
07/10/2015	1	80488	003396	EHLERS INVESTMENT PARTNERS	1,140.61 ✓
07/10/2015	1	80489	008610	FRYMARK, AMBER	150.00 ✓
07/10/2015	1	80490	004568	FUCHS & BOYLE SC	9,847.44 ✓
07/10/2015	1	80491	004563	GENERAL COMMUNICATIONS INC	1,324.00 ✓
07/10/2015	1	80492	008392	HALL, VIRGINIA	25.00 ✓
07/10/2015	1	80493	008540	HIRN, ERIN	153.99 ✓
07/10/2015	1	80494	001758	ITU ABSORBTECH INC	56.00 ✓
07/10/2015	1	80495	007365	KERSLAKE, JESSICA	66.00 ✓
07/10/2015	1	80496	007381	KETTLE MORAIN YMCA	30.00 ✓
07/10/2015	1	80497	004444	LAFORCE INC	184.00 ✓
07/10/2015	1	80498	001858	LARRY'S MARKET	170.75 ✓
07/10/2015	1	80499	008549	LOVE, CHARLES	50.00 ✓
07/10/2015	1	80500	001912	MARTENS RELIABLE TRUE VALUE	96.34 ✓
07/10/2015	1	80501	001937	MID MORAIN MUNICIPAL COURT	435.00 ✓
07/10/2015	1	80502	001950	MILW CO FEDERATED LIBRARY SYS	581.00 ✓
07/10/2015	1	80503	007919	MILWAUKEE CO OFFICE OF THE SHERIFF	987.80 ✓
07/10/2015	1	80504	001967	MILWAUKEE CO TREASURER	1,567.00 ✓
07/10/2015	1	80505	004592	MORGAN, JOSHUA	415.02 ✓
07/10/2015	1	80506	002023	NASSCO INC	208.85 ✓
07/10/2015	1	80507	006046	ORIGINAL RTM	986.71 ✓
07/10/2015	1	80508	008472	PETRIC, SANJA	86.71 ✓
07/10/2015	1	80509	007328	PLATT, KATHLEEN	207.99 ✓
07/10/2015	1	80510	008073	PRO ONE JANITORIAL INC	2,345.00 ✓
07/10/2015	1	80511	002206	REGISTRATION FEE TRUST	20.00 ✓
07/10/2015	1	80512	008493	SAFELITE AUTO GLASS	78.93 ✓
07/10/2015	1	80513	007872	SCHNEIDER, KIMBERLY	105.40 ✓
07/10/2015	1	80514	002743	STATE OF WISCONSIN	5,275.81 ✓
07/10/2015	1	80515	002340	STREICHER'S - LB #7873	23.98 ✓
07/10/2015	1	80516	002963	TAPCO	74.95 ✓
07/10/2015	1	80517	004356	TIME WARNER CABLE	395.95 ✓
07/10/2015	1	80518	008247	TRANSUNION RISK & ALTERNATIVE DATA	24.50 ✓
07/10/2015	1	80519	004125	TRUCK COUNTRY - MILWAUKEE	704.68 ✓
07/10/2015	1	80520	002693	WCTC	1,008.36 ✓
07/10/2015	1	80521	007745	WE ENERGIES	11,143.26 ✓
07/10/2015	1	80522	008515	WOODS, JALONE	40.00 ✓
07/10/2015	1	80523	008485	YMCA OF GREATER WAUKESHA COUNTY	20.00 ✓

1 TOTALS:

Total of 52 Checks:  
 Less 0 Void Checks:

Total of 52 Disbursements:

187,215.64  
 0.00  
 187,215.64

*gus*  
 7/10/15

07/14/2015 03:25 PM  
User: gerthde  
DB: Brown Deer

CHECK REGISTER FOR VILLAGE OF BROWN DEER  
CHECK DATE FROM 07/14/2015 - 07/14/2015

Check Date	Bank	Check	Vendor	Vendor Name	Amount
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Bank 1 General Checking Account

07/14/2015	1	80524	008474	3 STRIPE PRODUCTIONS LLC	<u>1,700.00</u>
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1 TOTALS:

Total of 1 Checks:	1,700.00
Less 0 Void Checks:	<u>0.00</u>
Total of 1 Disbursements:	<u>1,700.00</u>

*Gerthde*  
*7/14/15*

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 1 General Checking Account					
07/17/2015	1	80525	007842	A T & T	39.82
07/17/2015	1	80526	007383	AMERICAN RED CROSS	70.00
07/17/2015	1	80527	004717	ARCTIC GLACIER INC-WI	368.60
07/17/2015	1	80528	007420	ARMSTRONG CONSULTING GROUP INC	1,184.00
07/17/2015	1	80529	002733	BADGER METER INC	136.82
07/17/2015	1	80530	008618	BARAN, JESSICA	30.01
07/17/2015	1	80531	008616	BROOKE TABBERT & RYAN SWEENEY	150.00
07/17/2015	1	80532	006277	BROWN DEER SCHOOL DISTRICT	300.00
07/17/2015	1	80533	004203	CEDAR CREST ICE CREAM	138.25
07/17/2015	1	80534	007756	CENTURY LINK	2.15
07/17/2015	1	80535	001403	CLOSED CIRCUIT INNOVATIONS	870.00
07/17/2015	1	80536	008457	COMPLETE OFFICE OF WISCONSIN	123.36
07/17/2015	1	80537	007860	CONFLUENCE GRAPHICS	73.00
07/17/2015	1	80538	008615	CRONCE, CHARLOTTE	80.00
07/17/2015	1	80539	001481	DEMCO	300.00
07/17/2015	1	80540	007413	E.H. WACHS	860.44
07/17/2015	1	80541	002735	ESCHE, DON	775.00
07/17/2015	1	80542	001606	FOX WELDING SUPPLY INC	16.12
07/17/2015	1	80543	008620	FREULER, PATTY	321.58
07/17/2015	1	80544	001644	GIELOW'S LAWN & GARDEN INC.	90.78
07/17/2015	1	80545	004970	HD SUPPLY WATERWORKS LTD	942.68
07/17/2015	1	80546	008611	HELIUM TRAMPOLINE PARK	880.00
07/17/2015	1	80547	008612	HUTCHINSON, GREATA	30.00
07/17/2015	1	80548	004774	JOURNAL SENTINEL	121.30
07/17/2015	1	80549	004736	KIMBALL MIDWEST	301.91
07/17/2015	1	80550	001858	LARRY'S MARKET	910.00
07/17/2015	1	80551	006455	LEMBERG ELECTRIC COMPANY INC	104.65
07/17/2015	1	80552	001881	LINCOLN CONTRACTORS	13.16
07/17/2015	1	80553	008549	LOVE, CHARLES	50.00
07/17/2015	1	80554	008619	LUTEN, KENYATA	132.00
07/17/2015	1	80555	005127	MILWAUKEE WATER WORKS	65,350.19
07/17/2015	1	80556	005684	NAIGOW, PETER	150.00
07/17/2015	1	80557	008277	NORTH SHORE MUNI COURT-GLENDALE	113.00
07/17/2015	1	80558	003052	NORTH SHORE WATER COMISSION	300.00
07/17/2015	1	80559	004362	NORTHERN LAKE SERVICE INC	560.00
07/17/2015	1	80560	005179	PARKS, RANDIE	109.89
07/17/2015	1	80561	003154	PITNEY BOWES INC	4,201.75
07/17/2015	1	80562	008613	POINTER, NATHEAN	150.00
07/17/2015	1	80563	006122	RETKOWSKI, ELISSA	43.00
07/17/2015	1	80564	002973	RKM FIREWORKS	12,500.00
07/17/2015	1	80565	002229	RODRIGUEZ CONSTRUCTION CORP	400.00
07/17/2015	1	80566	008060	SHOREWOOD PRESS	595.00
07/17/2015	1	80567	006863	SIMERLY, BRAD	489.04
07/17/2015	1	80568	005919	SMART INTERACTIVE MEDIA INC	900.00
07/17/2015	1	80569	002436	U.S. POSTAL SERVICE	1,500.00
07/17/2015	1	80570	008614	VALMONT, ARNAN	25.00
07/17/2015	1	80571	007745	WE ENERGIES	5,642.31
07/17/2015	1	80572	007418	WISCONSIN PARK & RECREATION ASSOC	770.50
07/17/2015	1	80573	008617	YENTER, ROB	54.95
07/17/2015	1	80574	007382	YMCA OF METRO MILWAUKEE	30.00

1 TOTALS:

Total of 50 Checks:  
 Less 0 Void Checks:

103,300.26  
 0.00

Total of 50 Disbursements:

103,300.26

*Susan*  
 7/20/15

User: gerthde

CHECK DATE FROM 07/24/2015 - 07/24/2015

DB: Brown Deer

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 1 General Checking Account					
07/24/2015	1	80575	006369	ANDERSEN-KOPCZYK, DANA	103.46
07/24/2015	1	80576	008101	APPLEBEE'S	24.38
07/24/2015	1	80577	001156	AUTO COLLISION SPECIALISTS	1,490.43
07/24/2015	1	80578	001168	AYRES ASSOCIATES	37,818.41
07/24/2015	1	80579	001185	BAKER & TAYLOR	1,109.21
07/24/2015	1	80580	005955	BAYCOM	451.25
07/24/2015	1	80581	001290	BROWN DEER FOUNDATION	250.00
07/24/2015	1	80582	004567	CARRICO AQUATIC RESOURCES INC	9,082.50
07/24/2015	1	80583	006148	CENTRAL OFFICE SYSTEMS	136.78
07/24/2015	1	80584	006008	CITY WATER LLC	12,899.36
07/24/2015	1	80585	001394	CKC GRAPHICS & SIGNS	35.00
07/24/2015	1	80586	008164	DURHAM SCHOOL SERVICES	390.00
07/24/2015	1	80587	005679	EGGERS IMPRINTS	1,215.00
07/24/2015	1	80588	006880	GALLS	125.25
07/24/2015	1	80589	008496	GIBB BUILDING MAINTENANCE	1,200.00
07/24/2015	1	80590	004613	GUENETTE, BRIAN	89.89
07/24/2015	1	80591	002680	INGRAM LIBRARY SERVICES	232.65
07/24/2015	1	80592	001758	ITU ABSORTECH INC	241.53
07/24/2015	1	80593	008623	KASIK, DAVID	50.00
07/24/2015	1	80594	001818	KENDA-LUBETSKI, JILL	154.86
07/24/2015	1	80595	008435	KUJAWA, MICHAEL A	150.00
07/24/2015	1	80596	008621	LAKE GENEVA CRUISE LINES	1,122.01
07/24/2015	1	80597	006455	LEMBERG ELECTRIC COMPANY INC	1,380.00
07/24/2015	1	80598	001885	LOCAL GOVERNMENT PROP INS FUND	22,666.00
07/24/2015	1	80599	001949	MILW CO ELECTION COMMISSION	249.03
07/24/2015	1	80600	003175	MUNICIPAL CODE CORPORATION	2,102.80
07/24/2015	1	80601	008447	PIRANHA PAPER SHREDDING, LLC	35.00
07/24/2015	1	80602	008073	PRO ONE JANITORIAL INC	719.00
07/24/2015	1	80603	004212	RED THE UNIFORM TAILOR	247.96
07/24/2015	1	80604	004858	RUEKERT MIELKE	640.00
07/24/2015	1	80605	008622	SMITH, JESSICA	37.80
07/24/2015	1	80606	002343	SUBURBAN RENTAL INC	1,379.75
07/24/2015	1	80607	008428	SUPERIOR VISION INSURANCE	360.15
07/24/2015	1	80608	002842	UNITED MAILING SERVICES	1,886.75
07/24/2015	1	80609	007415	US FOODS	2,115.93
07/24/2015	1	80610	007794	VINTON CONSTRUCTION CO	481,005.67
07/24/2015	1	80611	002557	WI DEPT OF JUSTICE	252.00
07/24/2015	1	80612	003475	WI DEPT OF TRANSPORTATION	417.50
07/24/2015	1	80613	002596	WISCONSIN AUTOMATIC DOOR INC	300.00
07/24/2015	1	80614	002613	WISCONSIN PARENTS ASSOC	29.95
07/24/2015	1	80615	002637	XEROX CORPORATION	638.38

1 TOTALS:

Total of 41 Checks:

584,835.64

Less 0 Void Checks:

0.00

Total of 41 Disbursements:

584,835.64

*Gerth*  
7/23/15

07/28/2015 02:11 PM  
User: gerthde  
DB: Brown Deer

CHECK REGISTER FOR VILLAGE OF BROWN DEER  
CHECK DATE FROM 07/28/2015 - 07/28/2015

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 1 General Checking Account					
07/28/2015	1	80616	008624	Z AND R ENTERTAINMENT LLC	1,300.00
07/28/2015	1	80617	007425	PALLO, GERALD W	100.00
1 TOTALS:					
Total of 2 Checks:					1,400.00
Less 0 Void Checks:					0.00
Total of 2 Disbursements:					1,400.00

*Susan*  
*7/28/15*