VILLAGE BOARD MEETING
Monday, August 17, 2015
Earl McGovern Board Room, 6:30 P.M.

PLEASE TAKE NOTICE that a meeting of the Brown Deer Village Board will be held 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. Pledge of Allegiance

III. Persons Desiring to be Heard

IV. Consideration of Minutes: August 3, 2015 Regular Meeting

V. New Business
- A) Presentation by Wisconsin Law Enforcement Accreditation Group (WILEAG) Representative
- B) Presentation by Buxton on Retail Recruitment and Possible Contract for Services
- C) Update on Village of Brown Deer Capital Improvement Plan for 2016-2020
- D) Update on North Shore Fire Department Funding Formula and Fire Department 2016 Budget
- E) Resolution from The North Shore Fire Department Approving a Multi-Year Capital Budget to purchase a Ladder Truck and two ambulances for 2016, 2017, & 2018.
- F) An Ordinance Repealing Chapter 105, Sections 19-30 of the Brown Deer Village Code Pertaining to Code Compliance Upon Transfer of Ownership
- G) Amend DDR Marketplace Development Agreement Related to Signage
- H) Bid Results and Contract Award for 2015 Sanitary Sewer Re-Lining Project
- I) Contract Amendment - West Fairy Chasm Road Design and Engineering Services
- J) Contract Amendment - Park Plaza Court Design and Engineering Services
- K) June 2015 Financial Reports
- L) Consideration of July 2015 Vouchers

VI. Village President's Report

VII. Village Committee Chair Reports

VIII. Village Manager's Report

IX. Adjournment

Jill Kenda-Lubetski, Village Clerk
August 13, 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 VILLAGE BOARD
AUGUST 3, 2015 MEETING MINUTES
HELD AT THE BROWN DEER VILLAGE HALL
4800 WEST GREEN BROOK DRIVE

The meeting was called to order by President Krueger at 6:00 P.M.

I. Roll Call

Present: Village President Krueger; Trustees: Awe, Baker, Boschert, Oates, Schilz, Springman

Also Present: Michael Hall, Village Manager; John Fuchs, Village Attorney; Erin Hirn, Assistant Village Manager; Michael Kass, Chief of Police; Nate Piotrowski, Director of Community Development; Matthew Maederer, Director of Department of Public Works; Susan Hudson, Treasurer/Comptroller; Brian Williams-Van Klooster, Library Director; Chad Hoier, Director of Park and Recreation Department

II. Pledge of Allegiance

III. Persons Desiring to be Heard

None.

IV. Consideration of Minutes: July 20, 2015 Regular Meeting

It was moved by Trustee Boschert and seconded by Trustee Springman to approve the amended minutes from the July 20, 2015 - Regular Meeting. The motion carried unanimously.

V. Unfinished Business

A) Update on Building Board Decision on New Home Construction in Gerbing Farm Subdivision.

Mr. Piotrowski explained the material the Building Board approved for the new construction in the Gerbing Farm subdivision. This will consist of LP Smartwood which is a composite wood product as well as a 3-foot base course of stone veneer on the front of the building to blend in with surrounding property. Trustee Boschert asked Attorney Fuchs if the approved material fits the definition created by the Plat Agreement. Attorney Fuchs verified that the wood is generally considered wood unless the board would think otherwise. Trustee Boschert opined that he thinks the original Plat Agreement should be modified to accommodate new building materials. Attorney Fuchs explained the document expresses that the village can release or uphold the Plat agreements, but not modify. That would be in the hands of the neighborhood. It was clarified that this only refers to original construction and not repairs to current houses. Trustee Oates asked if this material was only on the front of the building, who the manufacturer was, and how long this type of product has been around. Mr. Piotrowski confirmed the material would only be on the front of the building. The product has been around for at least 25 years and has had recalls in the past; however, has not had issues since. President Krueger closed the conversation since there is no action needed by the board.

VI. New Business

A) Ordinance No. 15-, "An Ordinance Amending Article II, Sections 26-22 and 26-27 of the Brown Deer Village Code Relating to Fair Housing"

Attorney Fuchs explained the changes that have been made in the fair housing ordinance regarding discrimination based on gender identification or transgender which will make our ordinance current and in line with the county ordinance.

It was moved by Trustee Springman and seconded by Trustee Baker to approve Ordinance No. 15-, "An Ordinance Amending Article II, Sections 26-22 and 26-27 of the Brown Deer Village Code Relating to Fair Housing". The motion carried unanimously.

B) Capital Improvement Plan 2016-2020 - Discussion and Presentations

Mr. Hall gave a presentation on the five-year Capital Improvement Plan and clarified definitions and capital improvement project financing options as well as how projects are chosen. He pointed out the calculations for the tax rates and its variance relating to the equalized value which puts Brown Deer as the third lowest in the county in 2013. Mr. Hall reiterated that the CIP is a rolling document and changes based on the needs of the community and departments. Some projects may be offset by grants and donations throughout the year. Mr. Hall also recommended that we utilize some of our fund balance to offset our borrowing which has not been done in previous years. Our policies require we maintain a minimum of 15% and a maximum of 30% of expenditures in our fund balance. Currently the Village is at 31% and the recommendation has us using $500,000 which would bring the fund balance down to 25% which is still within the policy requirements.

President Krueger asked if Village Board approval is needed. Michael confirmed that an approval to utilize fund balance expenditures would need Village Board approval.

Trustee Baker inquired how our fund balance is currently invested and how our investments are performing. Due to the village's recent loss of our accountant, the information was not available at this meeting; however, Ms. Hudson said she would have those numbers at the next board meeting.

CIP items were discussed minus the CIP projects related to building repairs and maintenance. Project items approved this year were reviewed to show their year to date costs.

Trustee Baker asked if this was a final list and Mr. Hall verified that there will be a final list given to the board by the end of the year.

Mr. Hall explained how some of the current requests that have to do with building repairs might be taken out if we go with Bray's suggested solutions for our municipal buildings. One of these solutions would be to build a new DPW building, which would then remove the costs of fixing the 1966 building.

Trustee Boschert inquired into what is going to happen to the current property DPW resides on and who is going to pay for demolition. Mr. Hall said there are many options available for what is going to happen to the site, there are options to sell to developers and if a developer purchasing the site there are options for the developer to conduct the demolition or the village could contribute something with TIF funding.

Trustee Oates asked about Buxton Retail Market Analysis. Mr. Hall replied that Buxton is coming to the next board meeting to display their services. The firm analysis retail establishes in relation to your community, provide us a list of the top 20 businesses that would most likely establish a location in our community, and then go even further by helping us in contacting those businesses to relay and share the data. This will help understand why some businesses will not bring a store to our village as well as help us when creating redevelopment options. Mr. Piotrowski confirmed that he was skeptical; however, after having a discussion with the vice-president of Buxton, he is confident they will give us the quality of data we are looking for as well as three years of direct service. Trustee Baker asked for their references and what our guarantees are. Mr. Piotrowski answered that currently they are working with Middleton and 500 communities within the United States. They will provide a list of top rated matches, introductory level to high level contact within retail companies, and an on-line tool that is similar to GIS but provides information that would be interesting to retail businesses. Also, the village will have their own project manager.

Trustee Awe asked why the amount changes for police department vehicles. Mr. Hall explained that the police department buys two every other year and three the contrasting year.

Trustee Springman asked about the sidewalk between 50th and Fairy Chasm and if it was going to be produced due to the verbiage used in the description. Mr. Piotrowski explained that the design has not been laid out so we are not sure yet whether sidewalk will go in or not. Trustee Springman also asked if the amount would change per design. Mr. Maederer explained that the price would not change per design.

Trustee Springman asked for a description of Celebrite which is being requested by the police department. Chief Kass explained that it is software to data dump cell phone information. Currently the Police Department uses the City of Milwaukee; however, with more people using cell phones it is taking more time to get the information needed.

Trustee Springman also mentioned the culverts on Bradley Road and whether Milwaukee will be contributing to that repair. Both Mr. Maederer and Mr. Piotrowski explained that they were currently in discussion with the City of Milwaukee.

Trustee Springman asked whether purchasing the self-service system will help lower cost in other areas and what the turnaround time is for the software. Mr. Willaims-Van Klooster explained how this would let patrons check their books out independently and that the software is new and will probably need updates in the following years.

Trustee Boschert asked whether the window and carpet replacements were discussed the last time the library had discretionary money. Trustee Baker responded that the carpet was discussed; however, the windows were suggested after the Bray analysis. This was confirmed by staff.

Trustee Oates brought up the crumbling medians on Bradley Road. Mr. Maederer explained that the crumbling areas of the median are on the side of Milwaukee and they are responsible for that. All of Bradley Road on Brown Deer's side is scheduled to be replaced within the next three years.

C) Bray Presentation – Possible Solutions to Needs Assessment of Municipal Buildings

Mr. Michael Hacker from Bray Architects gave a presentation regarding the solutions that evolved from the feasibility study. He started with the finding for each building and then focused on the Public Works building and its dire needs for either major repairs or a replacement of the building structure. The renovations for Village Hall depend on the possible relocation of the health department; however, does not need much of an addition but more internal renovation. This was the same outcomes for the library.

Trustee Springman inquired regarding relocation of the court. Mr. Hall expressed that this will be a longer process and many steps before it would have an effect on our building. Currently, two of the courts are combined. The idea is to share staff, but still have independent court rooms.

Trustee Awe inquired on the progression of the health department. Mr. Hall gave an update by saying there has been talk about merging the health department from two locations to one as well as reorganizing their structure to become more like the North Shore Fire Department where the board is made up of village managers to illuminate the need for duplicating conversations/presentations.

Trustee Boschert asked if the wetlands would be an issue regarding DNR requirement on the land being suggested for new public works buildings. Mr. Hacker explained that this level of information would come with the next phase of this process. Mr. Piotrowski displayed the value that could be produced if the Original Village DPW site was redeveloped. He opined that he believes the community would benefit from this area being redeveloped. There is TIF money available and he thinks it would be very desirable for a developer. He expressed how that specific TIF is not doing well because of lack of development, so

if the site was redeveloped there would be potential for a healthy TIF.

Trustee Boschert asked how much we currently receive from the Rite Hite site. Mr. Piotrowski guessed that we are making about $10,000 to $12,000 annually.

Trustee Schilz asked if there were wires between the bike path and the current DPW yard. Mr. Piotrowski said there is; however, there are ways to talk to WE Energies about making an access point onto the bike path.

Trustee Oates asked if there are any negative aspects for those interested in the property. Mr. Piotrowski expressed that the site has been remediated. There may be limitations in excavations and potential added cost for soil removal; however, there are ways to help fix these issues since it is in a TIF district. The location is currently zoned as planned development and because of that may be a positive element since there is a variety of redevelopment that is available.

Mr. Hacker reviewed the project costs and their relation to the repair cost that would not need to be done assuming we went ahead with a new building.

Trustee Boschert asked about the amount of revenue we get from the health department and whether we have contributed that loss to our overall dollar amounts. Mr. Hall explained that the health department currently pays the village $40,000 a year for renting the space and this would be lost revenue.

Trustee Oates asked for an explanation of the method Bray took to come up with the project cost of a new building. Mr. Hacker explained that his team took the three building and projected a cost per building for electrical, plumbing, and HVAC system which came to 4.6 million. He then added 4.6% for inflation, 12% for soft cost, and 4% for construction contingency. Bray also benchmarked these projects against other municipality public works buildings.

President Krueger asked how much it would be to fix the current public works building. Mr. Hall explained that the cost as of today would be 1 million dollars. Mr. Maederer added in that this does not fix the issues the public works department currently has regarding lack of space. President Krueger also confirmed that this new building would be up to code and therefore would protect the new equipment DPW has within their current facilities.

Trustee Springman wanted to know if we would be anticipating completing all these projects at the same time. Mr. Hall explained that this would be done in phases with DPW being the first phase, Village Hall and the Police Department being the second phase assuming the Health Department has found a new location, and then the third phase would be the library. Trustee Boschert wanted to know if we would be borrowing all at once. Mr. Hall explained that we would be borrowing in phases.

Trustee Awe suggested that we gather information to explain the reasoning to residents. Mr. Hall agreed that we need to create some literature and hold a public information session. Mr. Maederer suggested providing tours of the public works building to the public. Trustee Baker also asked about the traffic flow if DPW would be on Arbon Drive. Mr. Maederer said there has been discussion within DPW and they would be using the signalized intersection for safety purposes. Trustee Oates agreed that the public should be informed to show why we need a new building and show how this can spur development in the Original Village. Mr. Maederer asked if this would have to go to referendum. Mr. Hall said there is no need to go for referendum; however, we can provide public information sessions to further educate the community. Mr. Hall confirmed that we will get the information together and come back to the board with precise dates. Mr. Hall explained that we can push back the approval for the CIP; however, we need to have approval before the budget is approved. President Krueger asked if Bray Architect are going to be present during these meetings. Mr. Hacker said that they would be more than willing to help present this information for the village.

Trustee Springman asked what would happen if the board decides to build a new building, what would happen to the money that was allocated for building repairs. Mr. Hall answered that we would just not borrow that money.

VII. Village President's Report

- Congratulated the Police Department for National Night Out, only comment was that we have more food vendors next year.
- He has checked out each of the 25 rain barrels located throughout the community and rated them. He suggested that others do so if time allotted.
- 20th Anniversary Event for the Fire Department is coming up.
- Doors Open Milwaukee is coming up soon where you can visit MMSD and view the interworking of our water system.

VIII. Village Manager's Report

- Tuesday October 6, 2015, the Fire Department event is being hosted by Badger Meter with David Axelrod speaking. We have reserved a table of 10 seats. There is money in the board's budget and we are asking if you would like to use that money to pay for a table at the Fire Department event. It is $100 per seat. There were no decisions made at this time. Both Mr. Hall and Chief Kass were requested to attend by the board members.
- Metro Storage is having their ribbon cutting August 20, 2015 at 5:00.
- We have closed with PAK Technology.
- Equalized values from 2015 have come out and will be finalized in the next month. There was a 5% drop in these preliminary findings. On October 14, 2015, there will be final numbers for the assessed values.

IX. Recess into Closed Session pursuant to §19.85(1) (c) (e) Wisconsin Statutes for the following reasons:

It was moved by Trustee Springman and seconded by Trustee Awe to recess into closed session at 8:15 p.m. The motion carried unanimously.

(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.

1. Compensation and organization of Police Department

X. Reconvene into Open Session for Possible Action on Closed Session Deliberations

It was moved by President Krueger and seconded by Trustee Springman to reconvene into open session at 8:28 p.m. The motion carried unanimously.

XI. Consideration of Retirement and Separation Agreement for Captain John Graeber

It was moved by Trustee Springman and seconded by Trustee Baker to approve the Retirement and Separation Agreement for Captain John Graeber. The motion carried unanimously.

XII. Adjournment

It was moved by President Krueger and seconded by Trustee Schilz to adjourn at 8:30 p.m. The motion carried unanimously.

Jill Kenda-Lubetski, Village Clerk

WISCONSIN LAW ENFORCEMENT ACCREDITATION GROUP

Report of On-Site Assessment

BROWN DEER POLICE DEPARTMENT

BROWN DEER, WISCONSIN

May 19-21, 2015

Assessors:

Assistant Chief Rob Abraham, La Crosse PD (Team Leader)

Captain Barry Waddell, West Allis PD

Sergeant Peter Lynkiewicz, Muskego PD

INTRODUCTION AND DESCRIPTION OF AGENCY AND JURISDICTION

Crime and Criminality

The Village of Brown Deer, located in northern Milwaukee County, is bordered by the City of Milwaukee on the south and west and includes numerous major county highways. Due to the Brown Deer Police Department's location and major county highways, a large amount of their activity can be attributed to an overflow from the City of Milwaukee and the high volume of vehicle traffic. The other areas of crime that affect them are in the areas of property crimes such as theft, retail theft, and damage to property.

Community-Orientated Policing

The Brown Deer Police Department is very active in community policing. Their department has conducted a Citizen Police Academy for over 15 years and has graduated 26 classes. The Brown Deer Police Department's crime prevention unit facilitates the neighborhood watch program, crime stoppers, business surveys, community partnerships, citizen watch, and youth safety programs along with many more.

Non-criminal Aspects of Law Enforcement

The Brown Deer Police Department operates in a building that is adjacent to Village Hall sharing some facility resources. Recently they have moved from their own dispatch center which was located at their Department dedicated primarily to law enforcement related services to a joint dispatch center located in the Village of Bayside. Brown Deer PD has recognized the need to provide service at their station through the use of clerical personal to assist citizens that walk into the building and desk officers who provide additional support during the morning and early evening hours.

The Brown Deer Police Department has worked very hard to stay connected to the community through many programs including a very strong and established school liaison program.

The Department places a strong emphasis on the development of its employees through training and rotating assignments. This is very evident in the support given to the Department from the community and the competence and quality of its employees.

Man-made or Natural Disasters

There are no major areas of concern in this area.

Budgetary or Legislative Concerns

The fact that the overwhelming majority of their budget is tied to personnel costs, any reduction in State aid could impact the operations of their department. Economic issues have slowed the development and acquisition of some infrastructure and equipment, personnel development and an actual expansion on their organization. As noted previously, the Brown Deer Police Department has moved to combined dispatch services with several other law enforcement agencies in the Milwaukee North Shore area located at the Village of Bayside Police Department. This change was made for economic reasons.

SUMMARY OF ON-SITE ACTIVITIES

The Assessment Team met at the Brown Deer Police Department on Tuesday, May 19, 2015 at 8:00 AM. The Team was greeted at the agency by the Accreditation Manager, Lieutenant Lisa Kumbier, and Sergeant Amy Koeppel. The team was introduced to agency staff including the newly appointed Chief, Mike Kass.

The Brown Deer Police Department is located in a building that was built in 1971 and remodeled in 1995. It is directly adjacent to the Brown Deer Village Hall and shares an outer lobby. The building has a logical flow to the work areas and offices. The building is very clean and well maintained with ample space to provide proper police services.

The Team was taken on a tour of the facilities by Lieutenant Kumbier and joined by Detective Sergeant Koeppel. The tour included the following static and observations:

Chief's Office
Observable Standards
Maintenance of complaints against officers (1.9.1-1.9.5)
Retention of performance evaluations, 20 years after employment (2.5.1-2.5.7)
Maintenance of background investigation files and associated paperwork (3.2.3)
Disciplinary Records (4.2.4)

Lt. Kumbier's Office
Observable Standards
Written Directives/Policy and Procedure Manuals/Computer Files (1.4.4)

Organizational Chart
Observable Standards
Organizational Structure (1.3.1)

Mission Statement
Observable Standards
Mission Statement (1.1.1)

Lobby
Oath of Honor
Observable Standards
Open records (10.2.1)

Reception Office
Observable Standards
Surveillance in Clerk's Office (7.2.7, 7.2.20, 7.3.6.4, 7.3.6.5)
Warrant and Wanted Person Files (10.1.11)

Break Room
Employee Recognition Program
Information Board
Observable Standards
Union Board (2.1.1)

Archives Room
Observable Standards
Archives room and security/citation storage/juvenile files (6.6.1, 10.1.1, 10.1.2, 10.2.1, 10.1.8)

Investigative Bureau
Description of Investigative Bureau and Liaison Officer Program

Evidence Work-Up Room
Evidence Technicians/Additional Training
Observable Standards
Evidence Work Up Room/ DNA Kit/Camera equipment (11.1.2-11.1.5)

Property Room
Phoenix Property Module
Lockers
Observable Standards
Applicant files in property room- none currently present (3.2.2)
Property room and inventory procedures (11.2.1-11.2.6)

Basement/Locker Rooms
Observable Standards
Privacy in Locker Room (1.2.4)

Lot/Sallyport
Description of K9/Crime Prevention Program
Observable Standards
K9 Vehicle (6.1.2)
Command Post (6.1.2)

Child Safety Seats (6.1.6)
Weapons Security (7.2.4)
Emergency Operations, SMART program, additional resources (1.6.2, 13.1.1)
Civil Disturbance Gear (13.2.3)
Alternate Power Source (9.1.15)

Range

Elevator/Weapons Lockers
Observable Standards
Weapons Security (7.2.4, 7.3.6)

Jail
Jail Inspections by Supervisors, NSFD, and Department of Corrections
Observable Standards
Minimum Conditions
Lighting and HVAC (7.2.2.1, 7.3.2)
Toilet and Drinking Water (7.2.2.2, 7.3.2)
Fire Alarm (7.2.2.4, 7.3.5, 7.3.6.5)
Heat/Smoke Detection (7.2.2.5)
Fire Suppression Equipment (7.2.2.6, 7.3.5)
Evacuation Plan (7.2.3, 7.3.5)
Emergency Alarm (7.2.7, 7.3.6.5)
Morpho Touch Fast ID (7.2.14)
First Aid Kit (7.2.16)
Video/audio recording for security but allowing privacy (7.2.20)
Bench, Interview Rooms- separation (7.2.10, 7.2.11, 7.3.1.3, 7.3.1.4, 7.3.4)
Phoenix system/Booking numbers and how they are assigned/Livescan (10.1.5, 10.1.7, 10.1.9, 10.1.10)

Roll Call Room
Officer's work area
Distribution Boxes
Observable Standards
OWI Manual (6.2.6)
Radios/Equipment (9.1.4)

Following the tour the team then was shown the work area for the On-Site Assessment. The work area was located in a quiet location. All necessary files, supplies, and manuals were located in the work area. The Public Information Plan was discussed and the phone and contact sheets were pointed out to the Assessment Team.

PUBLIC INFORMATION SESSION

The Public Information Session was conducted on Wednesday, May 20, 2015 at 4:00 P.M. at the Brown Deer Village Hall. The session was properly announced through press releases with the local media. Public notices were posted in the Police Department lobby, the Village Hall lobby. Lieutenant Kumbier made arrangements for the public information session to be audio and video recorded.

Seven individuals spoke at the Public Information Session. All of the speakers had positive comments about the police department and the services it provides.

- James Jiracek a member of the Brown Deer Police and Fire Commission commented on the positive relationships and attitudes of the staff of the Brown Deer Police Department.

- Bob Lindsey a retired Milwaukee Police Department officer stopped in to comment and commend the Brown Deer Police Department in their efforts and asked several questions of the team on the process.

- George Griffith spoke positively about his experiences with the Brown Deer Police Department and his time spent in the Citizen's Police Academy. He also spoke highly of the response time of the BDPD.

- Oscar Kornblum also spoke positively about the CPA and the involvement and cooperation of the Police Chief and Fire Chief. He noted the Police Chief's community policing efforts and meetings at the senior center.

- Dale Gass is a resident of Brown Deer and a president of a Neighborhood Watch. He noted how active the BDPD is in the Neighborhood Watch program and spoke highly of the information exchange that the Department provides to the Neighborhood watch groups and how proactive BDPD is in crime prevention.

- Dennis Lowder is a member of the Brown Deer Police and Fire Commission. He spoke positively and endorsed the BDPB community policing efforts, transparency, department training

- Kristine Meinhart is a resident of Brown Deer. She spoke positively about the BDPD and noted she would give them 4 out of 5 stars, "since nobody is 5 stars". She noted the good response times of BDPD.

TELEPHONE CALLS AND OTHER PUBLIC CONTACTS

A public access telephone line was established and publicized in accordance with the WILEAG public information plan guidelines. The line was open between 1:00 p.m. and 3:00 p.m. on May 19th and between 9:00 a.m. and 3:00 p.m. on May 20th. Three telephone calls were taken by the assessors during this time period.

- Sharon Floryance from the Cherry Wood Condo Association called and spoke positively about the BDPD officers, their pleasant attitudes, efficient follow-up work, and how fortunate she feels to have BDPD.

- Retired Brown Deer Police Chief Steve Rinzel called to support the re-accreditation of the BDPD. He spoke positively on the commitment of the staff of BDPD in their efforts to maintain all standards of accreditation and the new police chief's commitment to the program.

- Dr. Kerr is the School Superintendent for the Village of Brown Deer. She called to comment on the positive collaboration and support BDPD provides. She spoke highly of the prevention efforts of the agency. Superintendent Kerr spoke about the importance o the School Police Liaison program and how essential the district feel the program is to the community.

- One community resident walked into the police department wishing to speak with an assessor. Barbara Bechtell is a 60 year resident of Brown Deer. She spoke highly of the BDPD and the community programs.

- The team received a written correspondence from Willie Allen who is a member of the Brown Deer Police and Fire Commission. Mr. Allen's letter supported re-accreditation.

- The team received a written correspondence from Kristine Meinhardt who is resident and dealt with the BDPD as a property manager. She was very complementary of the Departments professionalism and supported re-accreditation.

STATISTICAL SUMMARY OF COMPLIANCE

The process of assessing compliance through file inspection went exceptionally smooth. This was the third on-site assessment for the Brown Deer Police Department, as well as the second assessment under the 3rd Edition of the standards for this agency. While file review in the end was satisfactory, the team did requested repairs for some files.

Assessors requested additional work on approximately 10 standards before finding them in compliance. The majority of these repairs were minor, involving simple policy language changes or inserting additional proofs of compliance, many of which came to the attention of assessors as they reviewed different standards or interacted with agency staff.

The completed file inspection revealed the following:

Standards with which the agency is in compliance 226

Standards determined to be not applicable to this agency 12

Standards with which the agency was not in compliance 0

The 12 standards determined not to be applicable to Brown Deer Police Department included:

2.7.1, 2.7.2, 2.7.3, 2.7.4, 2.7.5, 2.7.6, 2.7.7 - – The agency does not utilize part-time or auxiliary officers.

3.2.4 – The agency does not utilize polygraph examinations.

9.1.13 – The agency does not provide first aid instructions over phone/radio.

13.1.2, 13.1.3, 13.1.4 - – The agency does not have its own tactical team.

CHAPTER SUMMARY

Chapter 1 – Organization and Management Role

Section #1-Agency Role:
The agency was found in compliance with this section. Assessor comments included: observation of display and good proofs.

Section #2-Employee Role:
The agency was found in compliance with this section. Assessor comments included: photo was a nice touch. Assessor also requested to add sign off sheets for 1.2.3.

Section #3-Structure and Accountability:
The agency was found in compliance with this section. Assessor comments included an observation of proof on tour, well prepared administrative reporting system.

Section #4-Command Authority:
The agency was found in compliance with this section. Assessor comments included: nice proofs.

Section #5-Fiscal Management/Agency Owned Property:
The agency was found in compliance with this section. Assessor comments included: good proofs of compliance. Dimension 1.5.3.6 was sent back for additional proofs of compliance on quarterly accounting of agency cash. Proofs were provided.

Section #6-Mutual Aid:
The agency was found in compliance with this section. Assessor comments included: well documented mutual aid agreements in place.

Section #7-Law Enforcement Authority:
The agency was found in compliance with this section. Assessor comments included: solid proofs of compliance.

Section #8-Contract Services:
The agency was found in compliance with this section. Assessor comments included: solid files.

Section #9-Citizen Complaints:
The agency was found in compliance with this section. 1.9.4 and 1.9.5 were both sent back for repair and completed.

Chapter 2 – Personnel Services

Section #1-Collective Bargaining:
The agency was found in compliance with this section. No assessor comments.

Section #2-Grievance Procedures:
The agency was found in compliance with this section. No assessor comments.

Section #3-Job Classifications:
The agency was found in compliance with this section. No assessor comments.

Section #4-Compensation, Benefits, and Conditions of Work:
The agency was found in compliance with this section. Assessor comments included: Proofs from contracts included

Section #5-Performance Evaluations:
The agency was found in compliance with this section. Assessor comments included: No new supervisors in 2013/2014. Assessors also discussed the evaluation process with Lt. Kumbier. It was learned that Chief Kass has requested a complete review of the evaluation process and forms. The agency is currently conducting a re-assessment of

their process to make it more effective and efficient. Assessors in the next process should review to ensure the new format is included for 2015 proofs.

Section #6-Promotional Processes:
The agency was found in compliance with this section. Assessor comments included: include PFC language as proofs.

Section #7-Auxiliary and Part-Time Sworn Personnel:
This section was Not Applicable to the agency. They do not employ part-time sworn or auxiliary personnel.

Chapter 3 – Recruitment/Selection

Section #1-Recruitment:
The agency was found in compliance with this section. Assessor comments included: Requested additional proofs of compliance for 3.1.2.2, which was provided.

Section #2-Selection:
The agency was found in compliance with this section. Additional proofs requested and provided for 3.2.3. Assessor comments included: No physical agility required, add a blank PHQ as proof. Standard 3.2.4 was N/A as the agency does not use polygraph exams.

Chapter 4 – Commendations/Disciplinary Procedures

Section #1-Commendations:
The agency was found in compliance with this section. Assessor comments included: should consider a recognition wall

Section #2-Disciplinary Procedures:
The agency was found in compliance with this section. Assessor comments included: Observations made of files

Chapter 5 – Management of Resistance/Aggression

Section #1-Use of Force:
The agency was found in compliance with this section. Assessor comments included: Include more Use of Force training examples, good proofs.

Section #2-Rendering Aid:
The agency was found in compliance with this section. No Assessor comments.

Section #3-Reporting and Review:
The agency was found in compliance with this section. Assessor comments included: Solid proofs, No death or serious physical injury during review period.

Chapter 6 – Operations

Section #1-Patrol:
The agency was found in compliance with this section. No assessor comments.

Section #2-Traffic:
The agency was found in compliance with this section. No assessor comments.

Section #3-Criminal Investigations:
The agency was found in compliance with this section. No assessor comments.

Section #4-Criminal Intelligence:
The agency was found in compliance with this section. No assessor comments.

Section #5-Special Investigations:
The agency was found in compliance with this section. No assessor comments.

Section #6-Juvenile Procedures:
The agency was found in compliance with this section. No assessor comments.

Chapter 7 – Care of Detainee

Section #1-Search/Transport of Detainee(s):
The agency was found in compliance with this section. Assessor comments included: A good proof for next time would be a report of something found in a squad, good proofs.

Section #2-Holding Facility:
The agency was found in compliance with this section. No assessor comments.

Section #3-Temporary Holding Facility:
The agency was found in compliance with this section. No assessor comments.

Chapter 8 – Community Relations

Section #1-Public Information Process:

The agency was found in compliance with this section. Assessor comments: Nice proofs, just highlight the relevant sections (file construction recommendation)

Chapter 9 – Communications

Section #1-Communications Processes:
The agency was found in compliance with this section. Assessor comments: Listened to call recording, pulled up CAD log, live playback observed on tour, live transfer observed, 9.1.13 was N/A by function, no EMD. Weekly generator tests, Oak Creek as backup, nice automated weekly test system.

Chapter 10 – Records

Section #1-Records:
The agency was found in compliance with this section. No assessor comments

Section #2-Release of Records:
The agency was found in compliance with this section. No assessor comments

Chapter 11 – Evidence/Property Integrity

Section #1-Collection and Preservation of Evidence/Property:
The agency was found in compliance with this section. Assessor comments: observed evidence packaging.

Section #2-Maintenance of Evidence/Property:
The agency was found in compliance with this section. Assessor comments: observed during tour, photo of safe would be nice. 11.2.3 – highlight relevant section, 11.2.6 additional proof requested/provided.

Chapter 12 – Training

Section #1-Weapons and Ammunition:
The agency was found in compliance with this section. File 12.1.1.2 was returned for repair to clarify guidance on off-duty ammunition, policy repaired. Additional proofs requested for 12.1.2 and provided.

Section #2-Employee Training:
The agency was found in compliance with this section. Assessor comments included: Perfect highlighting (file construction), not excessive, spot on! Good records/proofs.

Chapter 13 – Critical Incidents

Section #1-Operations:
The agency was found in compliance with this section. Dimension 13.1.1.7 was sent back for additional proofs on search and rescue teams. Information provided.
13.1.2, 13.1.3, 13.1.4 – N/A as the agency does not have a tactical team.

Section #2-Planning and Organization:
The agency was found in compliance with this section. No assessor comments

Chapter 14 – Victim/Witness Assistance

Section #1-Victim/Witness Assistance:
The agency was found in compliance with this section. No assessor comments

SUMMARY OF AGENCY'S COMPLIANCE

As the Chapter Summary suggests, the assessors found relatively few issues relating to the standards that needed attention. Those that did were minor in nature and were easily corrected with the inclusion of further proofs, or in some cases a minor wording change to an existing policy. When the file review concluded, the assessors were satisfied that the Brown Deer Police Department had achieved compliance with all 226 applicable standards, meeting the requirements set forth by the Wisconsin Law Enforcement Accreditation Group. The assessors made several other additional observations designed to evaluate the candidacy of the Brown Deer Police Department and assist the board in its deliberations. These observations are described in the following section.

OVERALL QUALITY OF LAW ENFORCEMENT SERVICES

The quality of law enforcement services provided by a police department is largely derived from the caliber of the people employed by the department. While conducting the On-Site Assessment of the Brown Deer Police Department, the Assessors had an opportunity to interact with many of the Department's personnel. All of these interactions were positive and added great value to the On-Site Assessment.

The On-Site could not have gone as smoothly as it did without the level of cooperation the Assessors received from the staff of the Brown Deer Police Department. Lieutenant Kumbier and Detective Sergeant Koeppel devoted a significant amount of their time to answer questions, clarify compliance issues, modify written directives, and provide any other assistance that was needed. It was apparent that the entire Department was fully supportive of the Accreditation process.

During the course of On-Site activities, the Assessment Team had contact with many members of the Department. All were helpful and courteous to the Team. During the assessment, assessors Abraham and Waddell had the opportunity to interview Officer Josh Morgan who is the current president for the Brown Deer Police Officers Association. Officer Morgan who is also a K9 handler and was extremely helpful during the department tour spoke freely about interaction with the administration of the agency. Officer Morgan indicated that he is comfortable approaching Chief Kass and other administration to address any concerns or issues. He indicated that the vast majority of all issues are informally handled in a professional and respectful manner.

Assessor Abraham also had the opportunity to interview Officer Brad Caddock who is assigned to crime prevention duties. It was impressive to learn about the numerous community policing efforts conducted by the agency. Programs such as the Citizen Police Academy, Neighborhood Watch, Bank Program, Apartment Managers Monthly Meeting, Building Inspections and other programs highlight Brown Deer Police Department's commitment to providing their community with exceptional police service. Additionally, the Brown Deer Police Department appears to be on the front line of social media, providing a high level of social media interaction on Facebook, Twitter and Pinterest.

Assessors had the opportunity to observe roll call at the Brown Deer Police Department which was at shift change. The Brown Deer Officers have a one half hour overlap between shifts for the purpose of roll call and equipment checks. Special watches and assignments were discussed. Information was free flowing from everyone in the room. Equipment was checked and noted with written documentation. It was a very well organized exchange of information.

Assessor Lynkiewicz was able to arrange a ride-along on May 20, 2015; Assessor Lynkiewicz rode along with Officer Fernando Santiago in a marked patrol vehicle. The ride-along occurred on the 2nd shift. Assessor Lynkiewicz was able to observe compliance with several standards on his ride along and noted nothing that indicated non-compliance.

Assessor Waddell also had the opportunity to observe a Less Lethal Train-the-Trainer course which was hosted by BDPD on May 20. The morning was classroom training and the afternoon was held at an outdoor range in Germantown.

OPPORTUNITIES FOR IMPROVEMENT

From an accreditation standpoint the BDPD appears to have accreditation well engrained into its culture, as expected for a third time re-accreditation. From an accreditation standpoint refining file construction to streamline the review process with less highlighting in the files will help meet that goal. Additionally, the agency may consider moving to an electronic filing system for the 4th edition.

At this time the only other recommendations from a professional law enforcement standpoint would revolve around facility deficiencies, none of which would prevent re-accreditation. The following recommendation, are pointed out the Village of Brown Deer for budgetary considerations:

- The Brown Deer Police Department has outgrown its current facility. They are making excellent use of every possible space in their building; The Village should consider a space needs study of the Police Department.
- The Village of Brown Deer should replace the current temporary evidence lockers and explore remodeling the evidence room to meet the most current design specifications for enhanced security and efficiency in storage. Items such as "pass-through" lockers, electronic locking, audit trail on locker access and moveable shelving units would greatly enhance the security and efficiency of the Property and Evidence section.
- The Village of Brown Deer should explore adding a civilian employee to the Property/Evidence function in order to free up sworn personnel from those duties. Having one permanently assigned civilian whether it be a part-time or full time position to the Property/Evidence function supervised by an existing sworn supervisor has proven to be an effective utilization of resources at other agencies. This will allowed the Brown Deer Police Department to reallocate the sworn position to other duties, enhancing services to the community.

NOTEWORTHY PROGRAMS, POLICIES, OR PRACTICES

It was clear during the course of our stay that the police department prides itself on the level of professional service it provides to the citizens of Brown Deer. The assessors were introduced to a number of programs that are worthy of special mention here.

Night out for Justice - This program is in conjunction with the National Night Out and brings together neighborhood organization and public safety to interact and learn about public safety.

D.A.R.E. program – The BDPD has a strong D.A.R.E. program which helps to the agency reach out and interact is a positive way with Brown Deer youth, building relationships and helping youth make good decisions.

July 4th Celebration – A coordinated effort by the BDPD to provide a safe and exciting celebration for Brown Deer residents

Brown Deer Jr. Baseball – The BDPD sponsors a youth baseball team, furthering their commitment to the community.

Forever Changed – This is a program that the BDPD organizes to help teach teenage youth about the dangers of drinking and driving. Mock crash scene and area public safety and EMT work to show youth the consequences of poor decision making.

Other programs the Brown Deer PD organizes or participates in include: Bike Rodeo, Chaplain Program, Shop with a Cop, Oath of Honor, Second Chance, Prescription Drug Collection, among others.

CONCLUSION

Finally, throughout the on-site assessment the staff of the Brown Deer Police Department extended excellent cooperation to the assessor team in a manner consistent with the principles that guide their community and professional relationships. Reflecting on their proofs of compliance, feedback from the community and professional associates, and our observations of the agency, the team concluded unanimously that the department had achieved compliance with the applicable standards established by the Wisconsin Law Enforcement Accreditation Group. As such, it is the recommendation of the assessors that the governing board review the Brown Deer Police Department for the purpose of considering the bestowal of accredited status.

THE BUXTON ADVANTAGE

INCREASE TAX REVENUE, IMPROVE QUALITY OF LIFE, RETAIN BUSINESS

TRUSTED ADVISOR TO TOP RETAIL BRANDS

GameStop

Aaron's

ANTHROPOLOGIE

Smoothie King

Applebee's

Trader Joe's

GNC Live Well.

P.F. Chang's China Bistro

Life is good.

FedEx

Bed Bath & Beyond

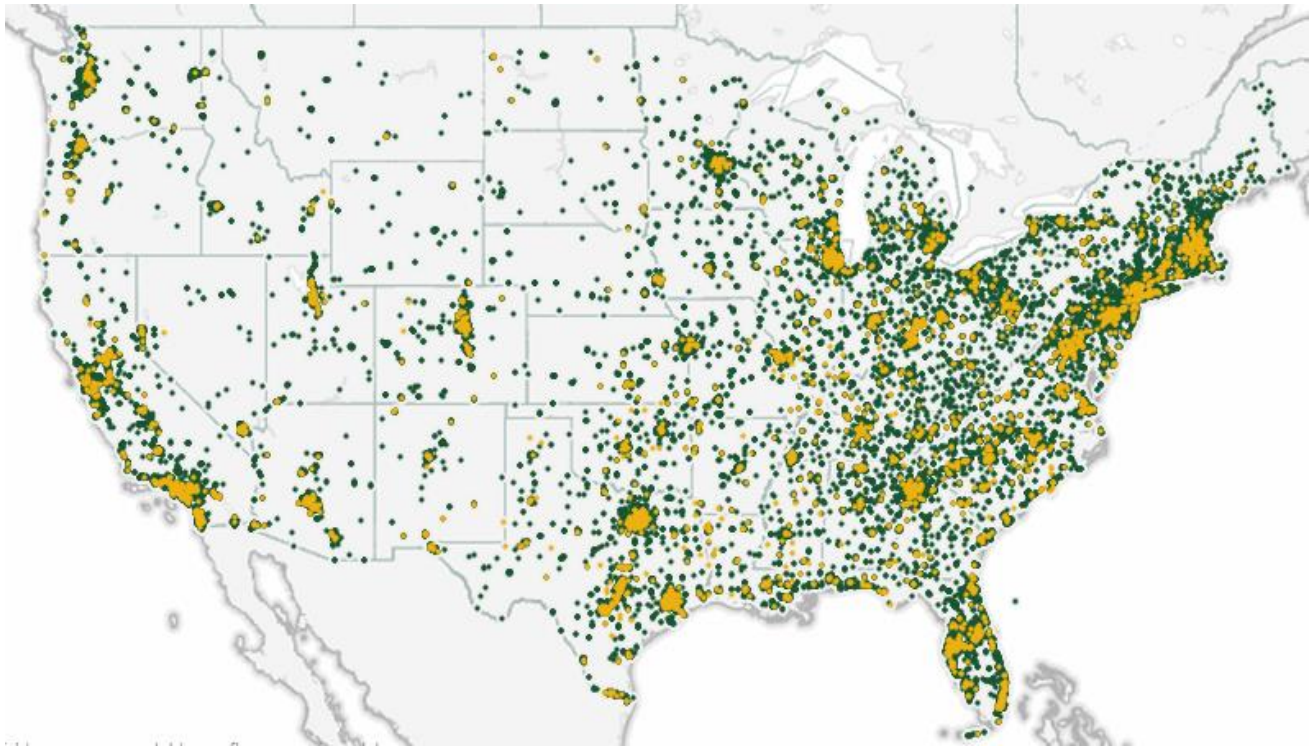
Timberland

OfficeMax

Garden Ridge

Pier 1 imports

Sally Beauty



80,000

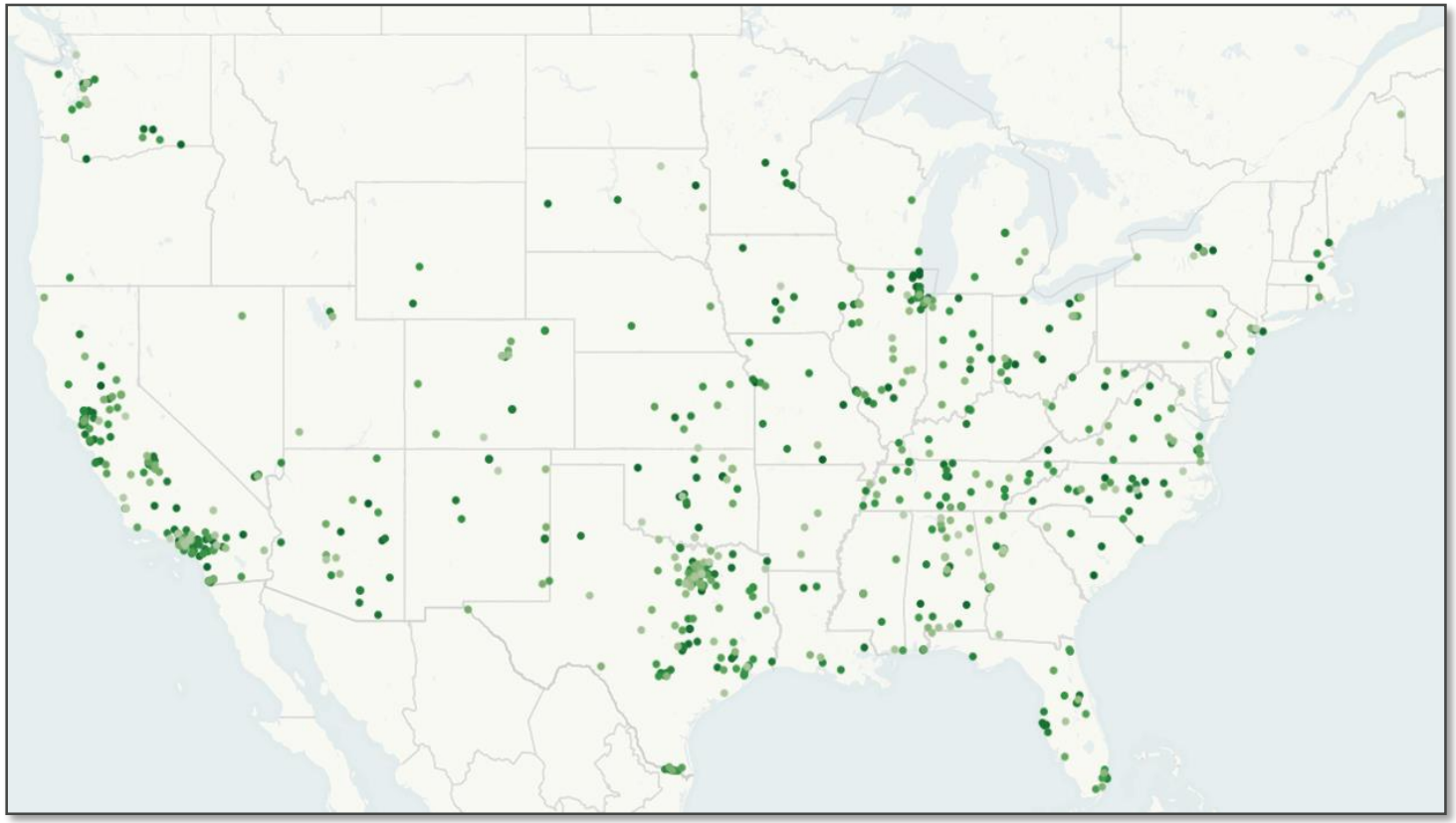
SITES EVALUATED IN THE LAST 12 MONTHS

7,500

STORES OPENED IN THE LAST 12 MONTHS

HELPED 700+ COMMUNITIES RECRUIT OVER 35 MILLION SQ. FT. OF RETAIL SINCE 2002

HELPED 700+ COMMUNITIES RECRUIT OVER 35 MILLION SQ. FT. OF RETAIL SINCE 2002



700+

COMMUNITIES SERVED SINCE 2002

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RECOGNIZED

Ernst & Young Entrepreneur Of The Year®

NRF® NATIONAL RETAIL FEDERATION

Named to The List of People Shaping Retail's Future by the NRF Foundation

FASTCOMPANY

#2 on the Fast 50

ICMA

Leaders at the Core of Better Communities

THE STEVIE® THE AMERICAN BUSINESS AWARDS™

Most Innovative Company

RETAILTRAFFIC

"One of the three most influential companies in retail"

BUXTON EMPOWERS CITIES WITH ANSWERS

DATA-DRIVEN SOLUTIONS THAT TELL YOU:

- WHO YOUR CITIZENS ARE
- WHERE THEY ARE LOCATED
- WHAT THEY REQUIRE
- HOW THEIR NEEDS CHANGE OVER TIME

THE BUXTON SOLUTION

RECRUIT RETAIL

BEST PRACTICES
PROACTIVE & TARGETED
CUTS LEAKAGE

RETAIN BUSINESS

KEEPS LOCALS COMPETITIVE
SUPPORTS ENTREPRENEURS
CUTS LEAKAGE

"THINK LIKE A RETAILER."

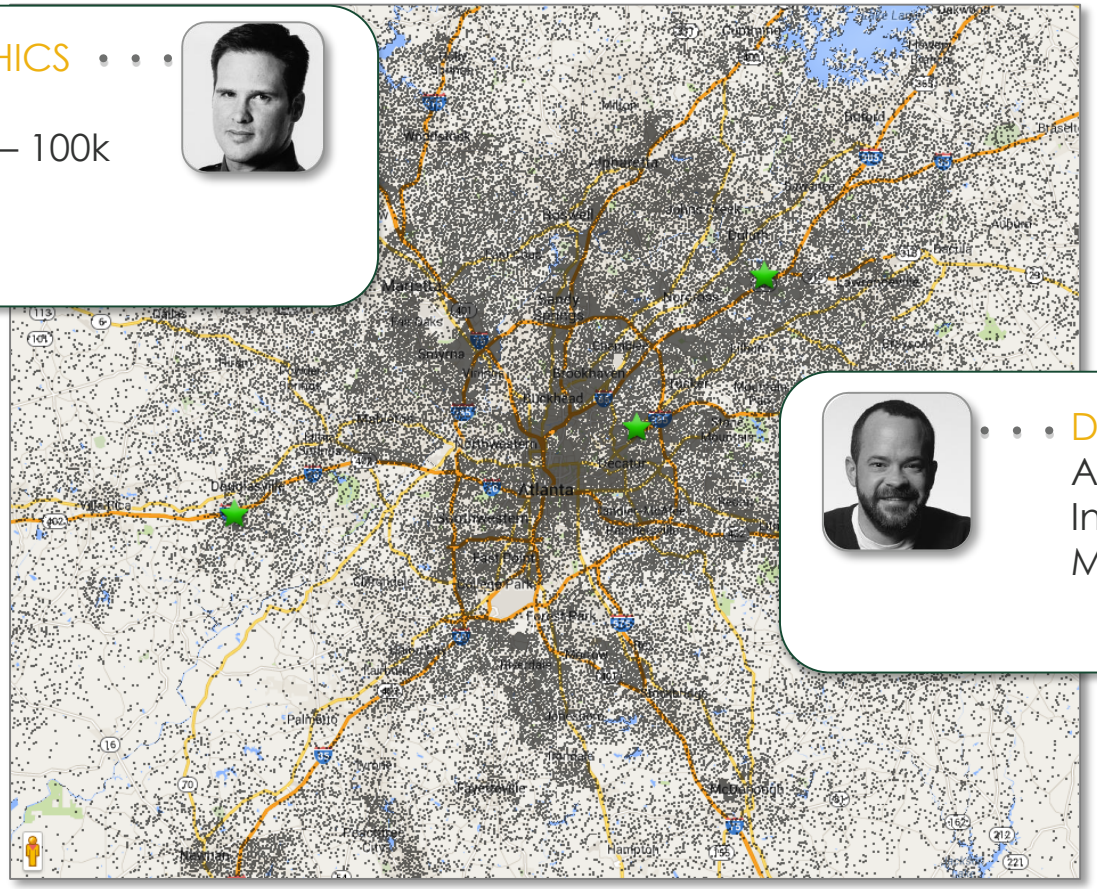
RECRUIT RETAIL – GET BEYOND DEMOGRAPHICS

DEMOGRAPHICS ONLY TELL A PIECE OF THE STORY

- NOT ACTIONABLE
- LIMITED APPLICATION

DEMOGRAPHICS

Age: 35-50
Income: $75 – 100k
Married



DEMOGRAPHICS

Age: 35-50
Income: $75 – 100k
Married

RECRUIT RETAIL – UNDERSTAND WHO THE CUSTOMERS ARE

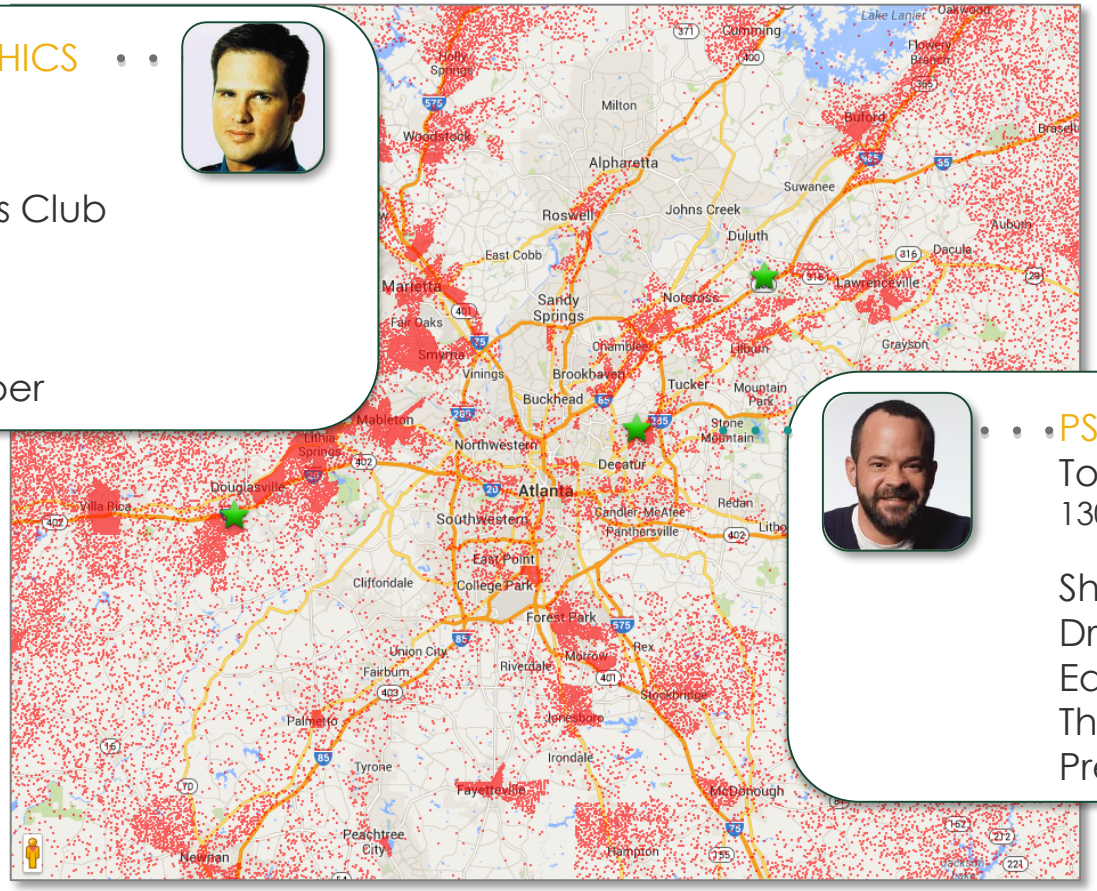
GET BEYOND DEMOGRAPHICS

- TALK ABOUT CUSTOMERS
- UNDERSTAND CONSUMER BEHAVIOR
- HOUSEHOLD LEVEL

PSYCHOGRAPHICS

Ben Shaw
1010 Imperial Way

Shops at Sam's Club
Drives GMC
Eats at Chili's
One Child
Netflix Subscriber



PSYCHOGRAPHICS

Tom King
1308 Center St

Shops at Costco
Drives Volvo
Eats at P.F. Chang's
Three Children
Prefers Movie Theaters

DATA WAREHOUSE

HOW DOES BUXTON KNOW?

– MORE THAN 250 DATA SOURCES

– MAINTAIN DATA ON OVER 130 MILLION HOUSEHOLDS

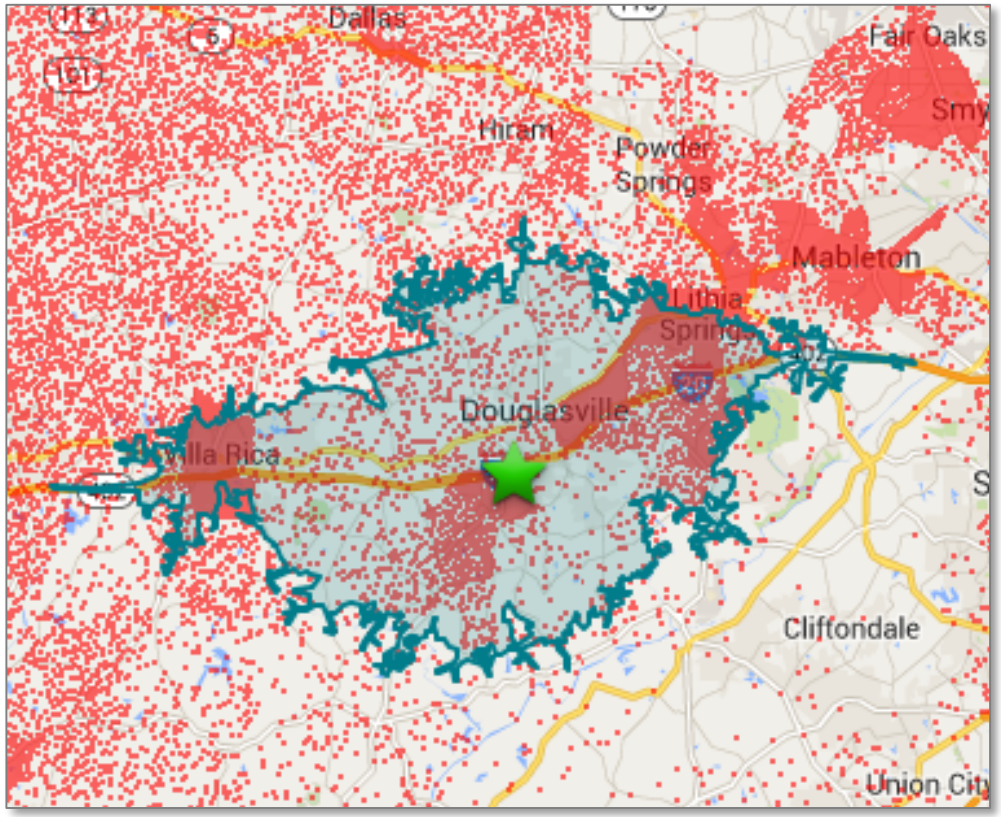
  – UP TO 7 INDIVIDUALS PER HOUSEHOLD

  – UPDATED EVERY EIGHT WEEKS

RECRUIT RETAIL – UNDERSTAND WHO THE CUSTOMERS ARE

WE DETERMINE YOUR DRIVE-TIME TRADE AREA

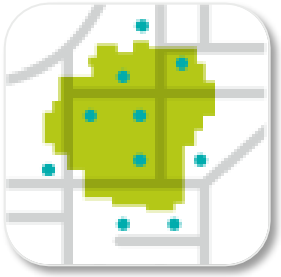
- THINKING LIKE A RETAILER
- PEOPLE SHOP CONVENIENCE
- ACCOUNTS FOR GEOGRAPHIC BOUNDARIES
- THE HEART OF YOUR DAY-IN, DAY-OUT CUSTOMER BASE



RECRUIT RETAIL – DETERMINE YOUR TRADE AREA PROFILE

CONSUMERS

+



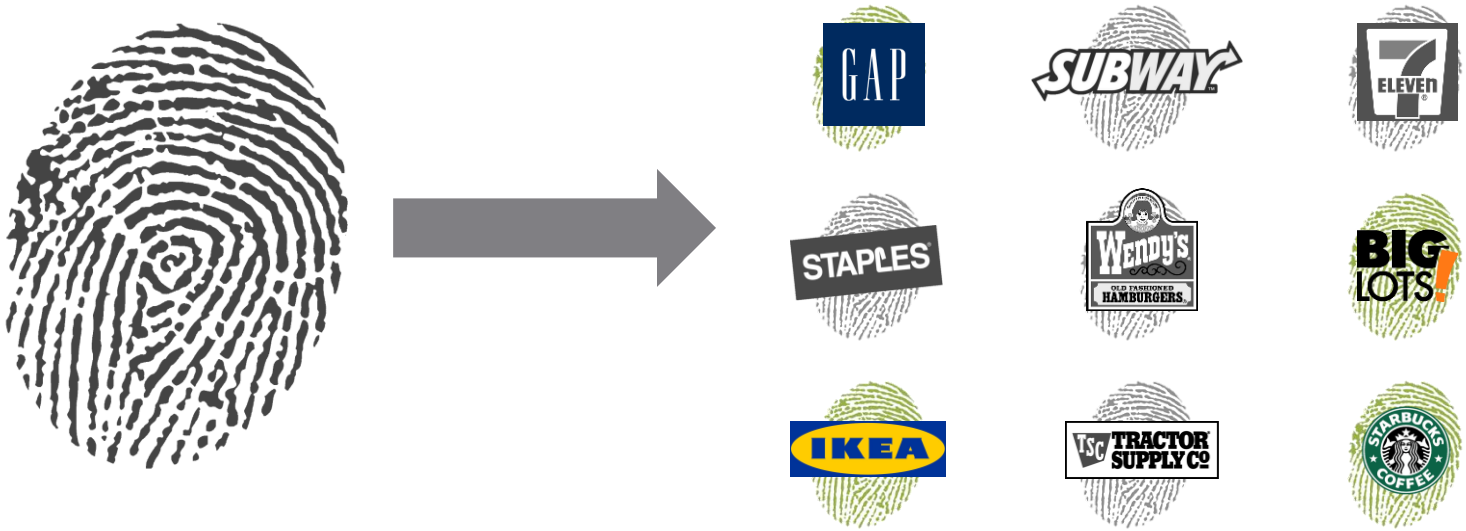
DRIVE-TIME TRADE AREA

=

YOUR RETAIL TRADE AREA'S UNIQUE THUMBPRINT

RECRUIT RETAIL – FINDING YOUR RETAIL MATCHES

MATCH YOUR TRADE AREA'S THUMBPRINT TO OVER 5,000 RETAILERS IN THE U.S.



- DETERMINING WHAT DOES & DOESN'T MATCH & WHY
- RETAILERS OPERATING / EXPANDING IN YOUR AREA
- PROPRIETARY METHODOLOGY BASED ON BUXTON'S RETAIL FORECASTNG MODEL EXPERTISE

RECRUIT RETAIL – TARGETED RETAIL RECRUITMENT

IN RECRUITMENT THERE IS NO BETTER REPRESENTATION IN NEGOTIATION THAN YOU.

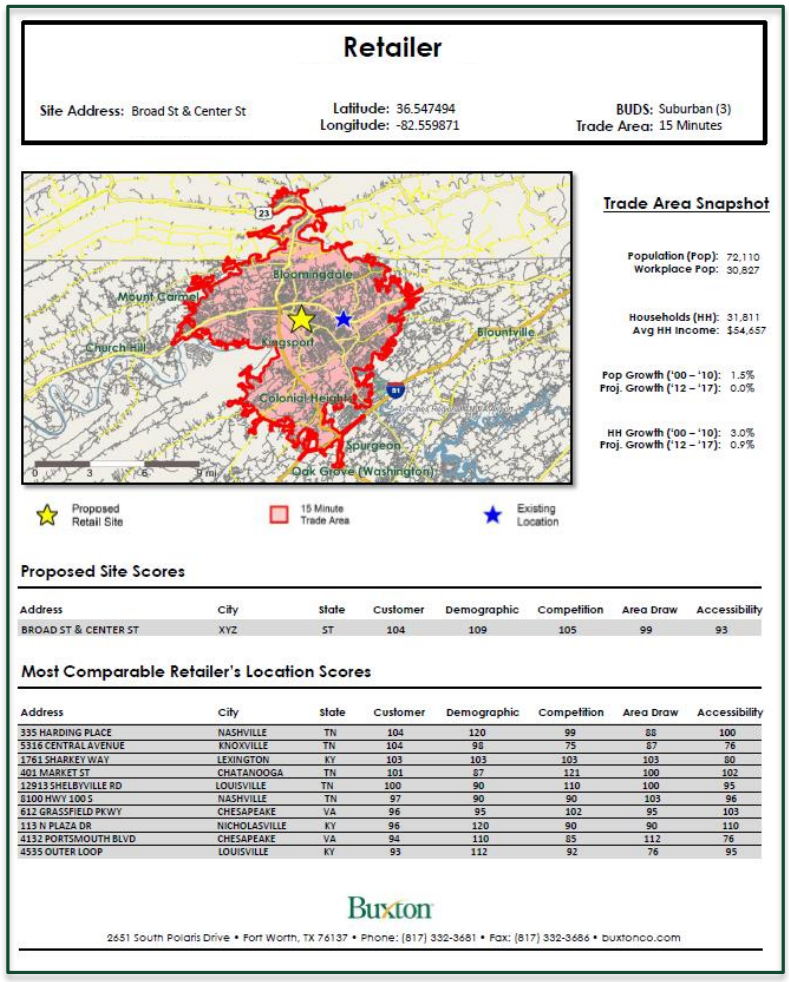
RECRUITMENT PACKAGES

CONTACT INFORMATION FOR THE REAL ESTATE DECISION MAKER

WARM UP LETTER FROM BUXTON

ONGOING PARTNERSHIP (IMPLEMENTATION)

- SCOUT TRAINING
- ICSC CONFERENCES
- ADDITIONAL RESEARCH



Retailer

Site Address: Broad St & Center St
Latitude: 36.547494
Longitude: -82.559871
BUDS: Suburban (3)
Trade Area: 15 Minutes

Trade Area Snapshot

Population (Pop): 72,110
Workplace Pop: 30,827

Households (HH): 31,811
Avg HH Income: $54,657

Pop Growth ('00 – '10): 1.5%
Proj. Growth ('12 – '17): 0.0%

HH Growth ('00 – '10): 3.0%
Proj. Growth ('12 – '17): 0.9%

Proposed Retail Site
15 Minute Trade Area
Existing Location

Proposed Site Scores

Address	City	State	Customer	Demographic	Competition	Area Draw	Accessibility
BROAD ST & CENTER ST	XYZ	ST	104	109	105	99	93

Most Comparable Retailer's Location Scores

Address	City	State	Customer	Demographic	Competition	Area Draw	Accessibility
335 HARDING PLACE	NASHVILLE	TN	104	120	99	88	100
5316 CENTRAL AVENUE	KNOXVILLE	TN	104	98	75	87	76
1761 SHARKEY WAY	LEXINGTON	KY	103	103	103	103	80
401 MARKET ST	CHATANOOGA	TN	101	87	121	100	102
12913 SHELBYVILLE RD	LOUISVILLE	TN	100	90	110	100	95
8100 HWY 100 S	NASHVILLE	TN	97	90	90	103	96
612 GRASSFIELD PKWY	CHESAPEAKE	VA	96	95	102	95	103
113 N PLAZA DR	NICHOLASVILLE	KY	96	120	90	90	110
4132 PORTSMOUTH BLVD	CHESAPEAKE	VA	94	110	85	112	76
4535 OUTER LOOP	LOUISVILLE	KY	93	112	92	76	95

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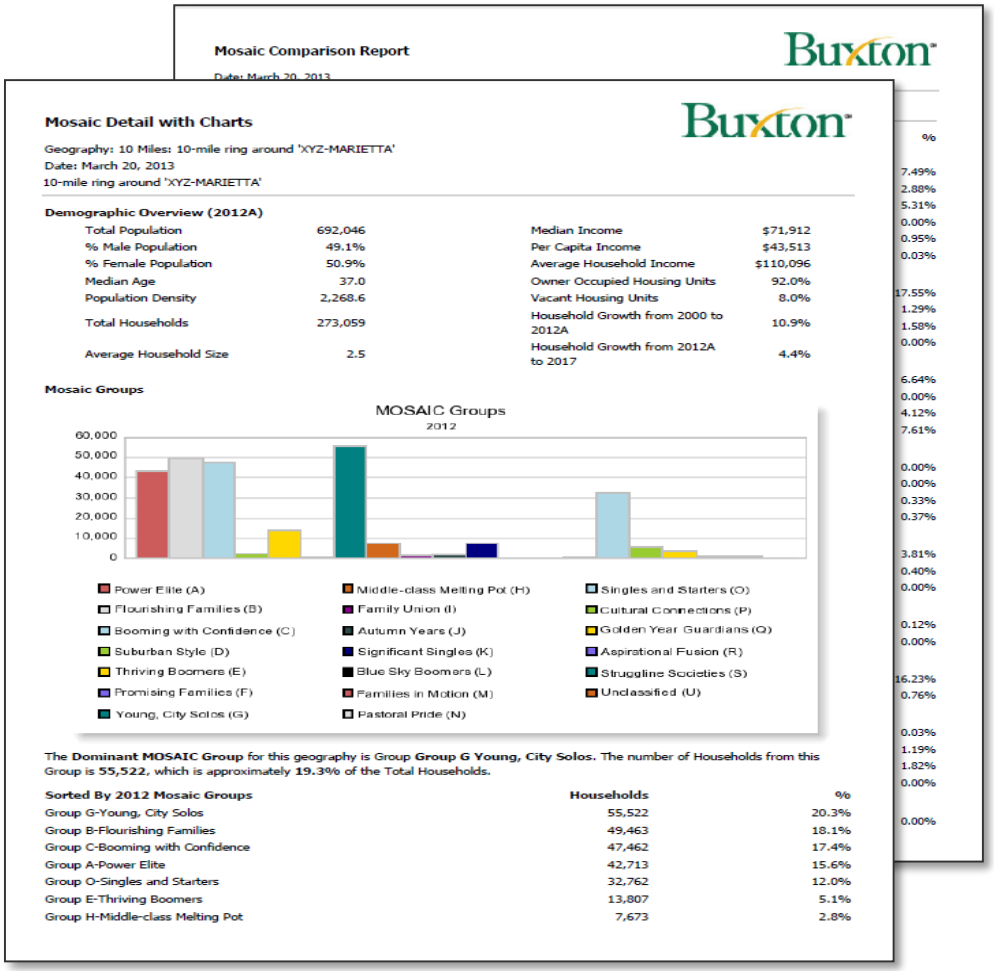
RETAIN BUSINESS– SUPPORT BUSINESSES & ENTREPRENEURS

GIVE YOUR EXISTING RETAIL BUSINESSES A COMPETITIVE ADVANTAGE WITH ON-DEMAND TRADE AREA REPORTS

MARKET INTELLIGENCE
SPECIFIC TO EACH BUSINESS

HOUSEHOLD & WORKFORCE
CONSUMER PROFILES



Mosaic Comparison Report

Date: March 20, 2013

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Mosaic Detail with Charts

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Geography: 10 Miles: 10-mile ring around 'XYZ-MARIETTA'
Date: March 20, 2013
10-mile ring around 'XYZ-MARIETTA'

Demographic Overview (2012A)

Total Population	692,046	Median Income	$71,912
% Male Population	49.1%	Per Capita Income	$43,513
% Female Population	50.9%	Average Household Income	$110,096
Median Age	37.0	Owner Occupied Housing Units	92.0%
Population Density	2,268.6	Vacant Housing Units	8.0%
Total Households	273,059	Household Growth from 2000 to 2012A	10.9%
Average Household Size	2.5	Household Growth from 2012A to 2017	4.4%

Mosaic Groups

The **Dominant MOSAIC Group** for this geography is Group **Group G Young, City Solos.** The number of Households from this Group is **55,522**, which is approximately **19.3%** of the Total Households.

Sorted By 2012 Mosaic Groups	Households	%
Group G-Young, City Solos	55,522	20.3%
Group B-Flourishing Families	49,463	18.1%
Group C-Booming with Confidence	47,462	17.4%
Group A-Power Elite	42,713	15.6%
Group O-Singles and Starters	32,762	12.0%
Group E-Thriving Boomers	13,807	5.1%
Group H-Middle-class Melting Pot	7,673	2.8%

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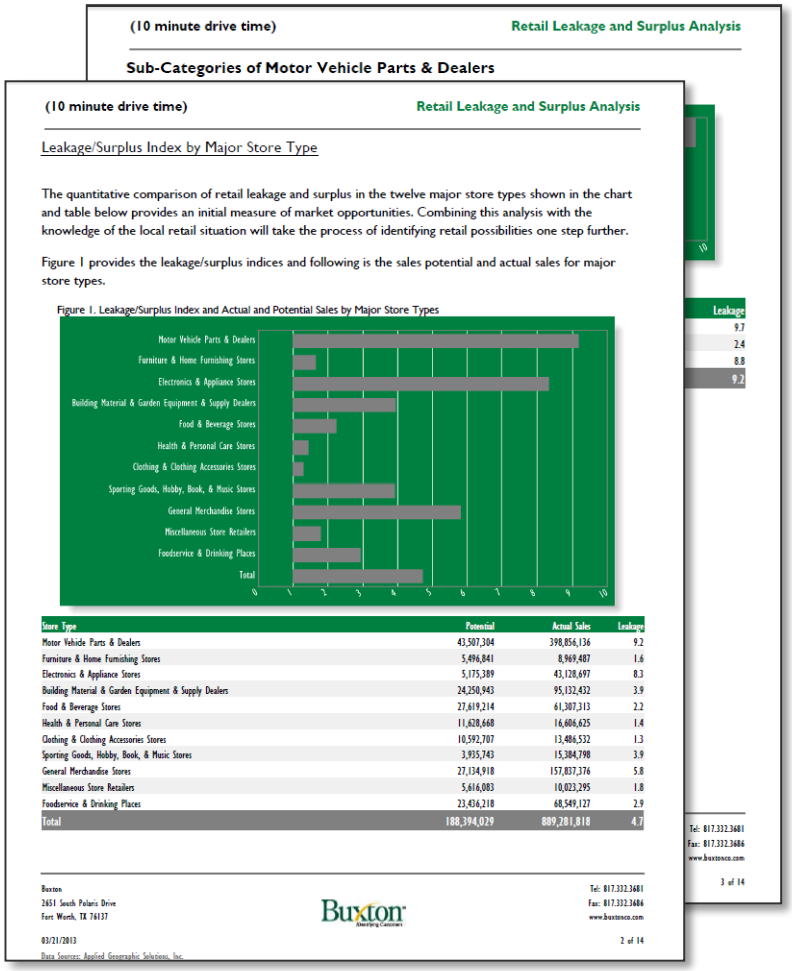
GIVE YOUR EXISTING RETAIL BUSINESSES A COMPETITIVE ADVANTAGE WITH ON-DEMAND TRADE AREA REPORTS

MARKET INTELLIGENCE
SPECIFIC TO EACH BUSINESS

RETAIL SUPPLY & DEMAND GAP ANALYSIS
- 35 PRODUCT CATEGORIES
- 25 STORE TYPES
- 63 SUB-CATEGORIES



(10 minute drive time) Retail Leakage and Surplus Analysis

Sub-Categories of Motor Vehicle Parts & Dealers

(10 minute drive time) Retail Leakage and Surplus Analysis

Leakage/Surplus Index by Major Store Type

The quantitative comparison of retail leakage and surplus in the twelve major store types shown in the chart and table below provides an initial measure of market opportunities. Combining this analysis with the knowledge of the local retail situation will take the process of identifying retail possibilities one step further.

Figure 1 provides the leakage/surplus indices and following is the sales potential and actual sales for major store types.

Figure 1. Leakage/Surplus Index and Actual and Potential Sales by Major Store Types

Store Type	Potential	Actual Sales	Leakage
Motor Vehicle Parts & Dealers	43,507,304	398,856,136	9.2
Furniture & Home Furnishing Stores	5,496,841	8,969,487	1.6
Electronics & Appliance Stores	5,175,389	43,128,697	8.3
Building Material & Garden Equipment & Supply Dealers	24,250,943	95,132,432	3.9
Food & Beverage Stores	27,619,214	61,307,313	2.2
Health & Personal Care Stores	11,628,668	16,606,625	1.4
Clothing & Clothing Accessories Stores	10,592,707	13,486,532	1.3
Sporting Goods, Hobby, Book, & Music Stores	3,935,743	15,384,798	3.9
General Merchandise Stores	27,134,918	157,837,376	5.8
Miscellaneous Store Retailers	5,616,083	10,023,295	1.8
Foodservice & Drinking Places	23,436,218	68,549,127	2.9
Total	188,394,029	889,281,818	4.7

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Data Sources: Applied Geographic Solutions, Inc.

2 of 14

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RETAIN BUSINESS– SUPPORT BUSINESSES & ENTREPRENEURS

GIVE YOUR EXISTING RETAIL BUSINESSES A COMPETITIVE ADVANTAGE WITH ON-DEMAND TRADE AREA REPORTS

MARKET INTELLIGENCE
SPECIFIC TO EACH BUSINESS

CONSUMER PROPENSITIES
(MERCHANDISING REPORT)
- 32 CATEGORIES
- 4,800 LINE ITEMS
- HOUSEHOLD & WORKFORCE

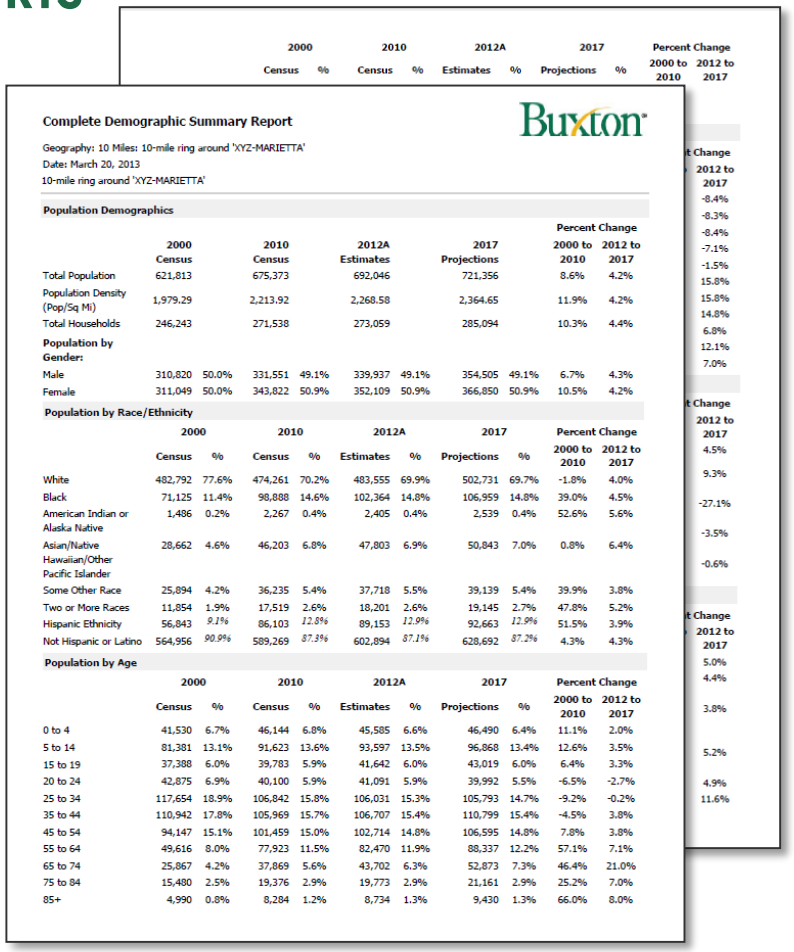
CATEGORY	DESCRIPTION	RESIDENTIAL	WORKPLACE
BEVERAGES - ALCOHOLIC	DRINK RED STRIPE IMPORTED BEER	84	81
BEVERAGES - ALCOHOLIC	DRINK GROLSCH LARGER IMPORTED BEER	41	65
BEVERAGES - ALCOHOLIC	DRINK MICHELOB LIGHT LOW CAL BEER	96	104
BEVERAGES - ALCOHOLIC	DRINK BUD LIGHT LOW CAL BEER	73	91
BEVERAGES - ALCOHOLIC	DRINK BUSCH LIGHT LOW CAL BEER	82	116
BEVERAGES - ALCOHOLIC	DRINK COORS LIGHT LOW CAL BEER	83	97
BEVERAGES - ALCOHOLIC	DRINK KEYSTONE LIGHT LOW CAL BEER	113	124
BEVERAGES - ALCOHOLIC	DRINK MILLER GENUINE DRAFT LIGHT LOW CAL BEER	102	93
BEVERAGES - ALCOHOLIC	DRINK MILLER HIGH LIFE LIGHT LOW CAL BEER	114	97
BEVERAGES - ALCOHOLIC	DRINK OLD MILWAUKEE LIGHT LOW CAL BEER	197	187
BEVERAGES - ALCOHOLIC	DRINK MILWAUKEES BEST LIGHT LOW CAL BEER	170	133
BEVERAGES - ALCOHOLIC	DRINK NATURAL LIGHT LOW CAL BEER	131	100
BEVERAGES - ALCOHOLIC	DRINK OLD STYLE LIGHT LOW CAL BEER	158	79
BEVERAGES - ALCOHOLIC	DRINK PABST BLUE RIBBON LIGHT LOW CAL BEER	103	99
BEVERAGES - ALCOHOLIC	DRINK MILLER LIGHT LOW CAL BEER	80	88
BEVERAGES - ALCOHOLIC	DRINK BUDWEISER REGULAR DOMESTIC BEER	98	89
BEVERAGES - ALCOHOLIC	DRINK BUSCH REGULAR DOMESTIC BEER	153	153
BEVERAGES - ALCOHOLIC	DRINK COORS REGULAR DOMESTIC BEER	86	106
BEVERAGES - ALCOHOLIC	DRINK COORS REGULAR DOMESTIC BEER	68	80
BEVERAGES - ALCOHOLIC	DRINK COORS EXTRA GOLD REGULAR DOMESTIC BEER	152	102

RETAIN BUSINESS– SUPPORT BUSINESSES & ENTREPRENEURS

GIVE YOUR EXISTING RETAIL BUSINESSES A COMPETITIVE ADVANTAGE WITH ON-DEMAND TRADE AREA REPORTS

MARKET INTELLIGENCE
SPECIFIC TO EACH BUSINESS

DEMOGRAPHICS
(HISTORICAL AND PROJECTED)



Complete Demographic Summary Report

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Geography: 10 Miles: 10-mile ring around 'XYZ-MARIETTA'
Date: March 20, 2013
10-mile ring around 'XYZ-MARIETTA'

Population Demographics

	2000 Census		2010 Census		2012A Estimates		2017 Projections		Percent Change 2000 to 2010	Percent Change 2012 to 2017
Total Population	621,813		675,373		692,046		721,356		8.6%	4.2%
Population Density (Pop/Sq Mi)	1,979.29		2,213.92		2,268.58		2,364.65		11.9%	4.2%
Total Households	246,243		271,538		273,059		285,094		10.3%	4.4%
Population by Gender:										
Male	310,820	50.0%	331,551	49.1%	339,937	49.1%	354,505	49.1%	6.7%	4.3%
Female	311,049	50.0%	343,822	50.9%	352,109	50.9%	366,850	50.9%	10.5%	4.2%

Population by Race/Ethnicity

	2000 Census	%	2010 Census	%	2012A Estimates	%	2017 Projections	%	Percent Change 2000 to 2010	Percent Change 2012 to 2017
White	482,792	77.6%	474,261	70.2%	483,555	69.9%	502,731	69.7%	-1.8%	4.0%
Black	71,125	11.4%	98,888	14.6%	102,364	14.8%	106,959	14.8%	39.0%	4.5%
American Indian or Alaska Native	1,486	0.2%	2,267	0.4%	2,405	0.4%	2,539	0.4%	52.6%	5.6%
Asian/Native Hawaiian/Other Pacific Islander	28,662	4.6%	46,203	6.8%	47,803	6.9%	50,843	7.0%	0.8%	6.4%
Some Other Race	25,894	4.2%	36,235	5.4%	37,718	5.5%	39,139	5.4%	39.9%	3.8%
Two or More Races	11,854	1.9%	17,519	2.6%	18,201	2.6%	19,145	2.7%	47.8%	5.2%
Hispanic Ethnicity	56,843	*9.1%*	86,103	*12.8%*	89,153	*12.9%*	92,663	*12.9%*	51.5%	3.9%
Not Hispanic or Latino	564,956	*90.9%*	589,269	*87.3%*	602,894	*87.1%*	628,692	*87.2%*	4.3%	4.3%

Population by Age

	2000 Census	%	2010 Census	%	2012A Estimates	%	2017 Projections	%	Percent Change 2000 to 2010	Percent Change 2012 to 2017
0 to 4	41,530	6.7%	46,144	6.8%	45,585	6.6%	46,490	6.4%	11.1%	2.0%
5 to 14	81,381	13.1%	91,623	13.6%	93,597	13.5%	96,868	13.4%	12.6%	3.5%
15 to 19	37,388	6.0%	39,783	5.9%	41,642	6.0%	43,019	6.0%	6.4%	3.3%
20 to 24	42,875	6.9%	40,100	5.9%	41,091	5.9%	39,992	5.5%	-6.5%	-2.7%
25 to 34	117,654	18.9%	106,842	15.8%	106,031	15.3%	105,793	14.7%	-9.2%	-0.2%
35 to 44	110,942	17.8%	105,969	15.7%	106,707	15.4%	110,799	15.4%	-4.5%	3.8%
45 to 54	94,147	15.1%	101,459	15.0%	102,714	14.8%	106,595	14.8%	7.8%	3.8%
55 to 64	49,616	8.0%	77,923	11.5%	82,470	11.9%	88,337	12.2%	57.1%	7.1%
65 to 74	25,867	4.2%	37,869	5.6%	43,702	6.3%	52,873	7.3%	46.4%	21.0%
75 to 84	15,480	2.5%	19,376	2.9%	19,773	2.9%	21,161	2.9%	25.2%	7.0%
85+	4,990	0.8%	8,284	1.2%	8,734	1.3%	9,430	1.3%	66.0%	8.0%

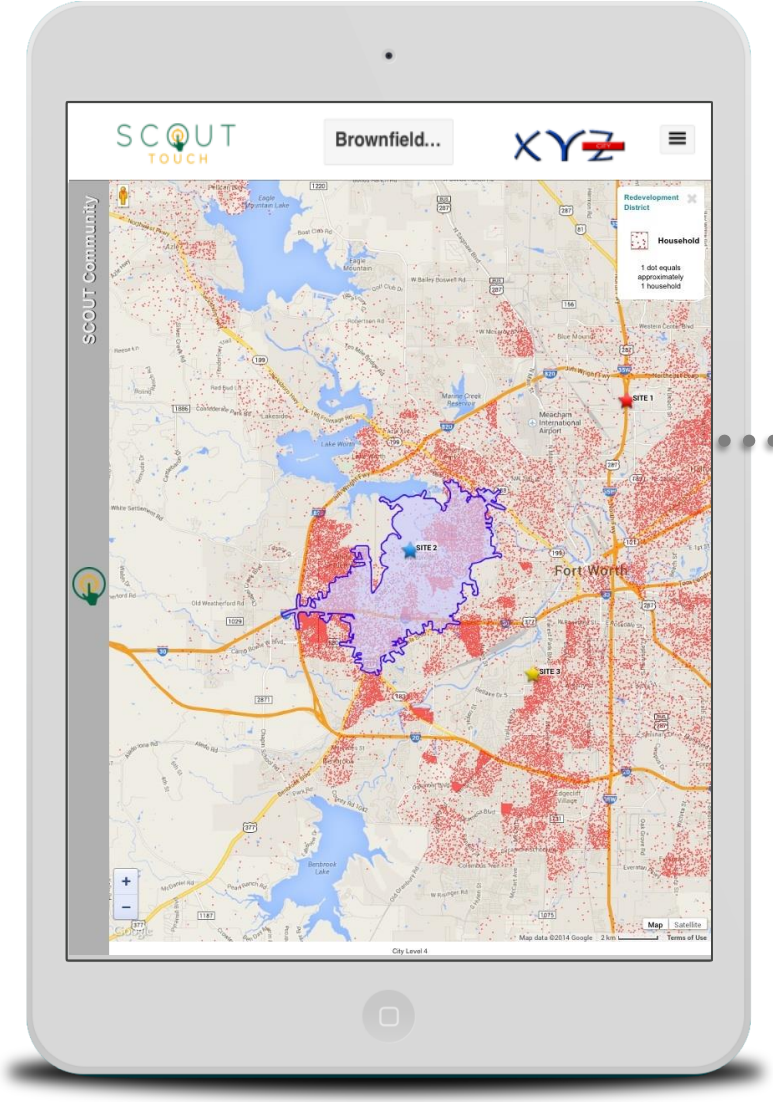
SCOUT PROVIDES ON-DEMAND ACCESS

BIG ANSWERS MADE EASY

- 24/7 ACCESS
- EASY TO USE
- PROFESSIONAL SUPPORT
- COMPETITIVE ADVANTAGE FOR BUSINESS OWNERS
- IMMEDIATELY RESPOND TO OPPORTUNITIES & THREATS IN YOUR COMMUNITY

LEAD WITH THE ANSWERS.
ANYTIME. ANYWHERE.

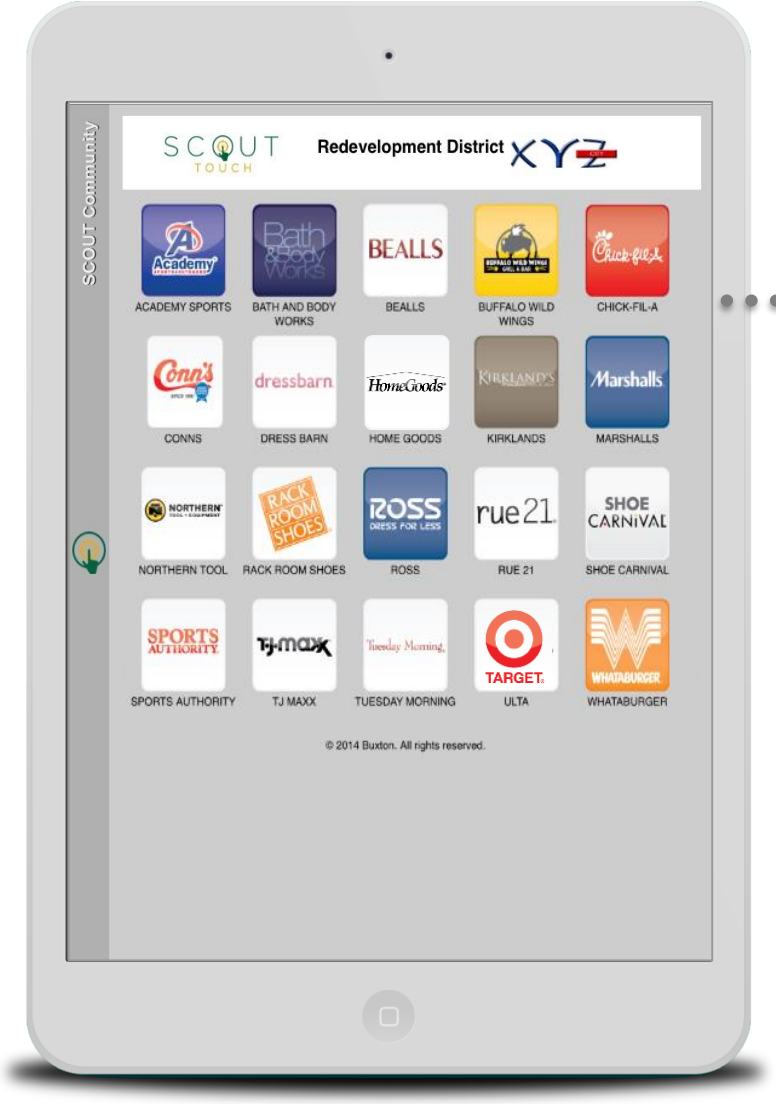
SCOUT – BIG ANSWERS MADE EASY



DRIVE-TIME TRADE AREA

Highlight the drive-time trade area around each of your locations or where you are standing

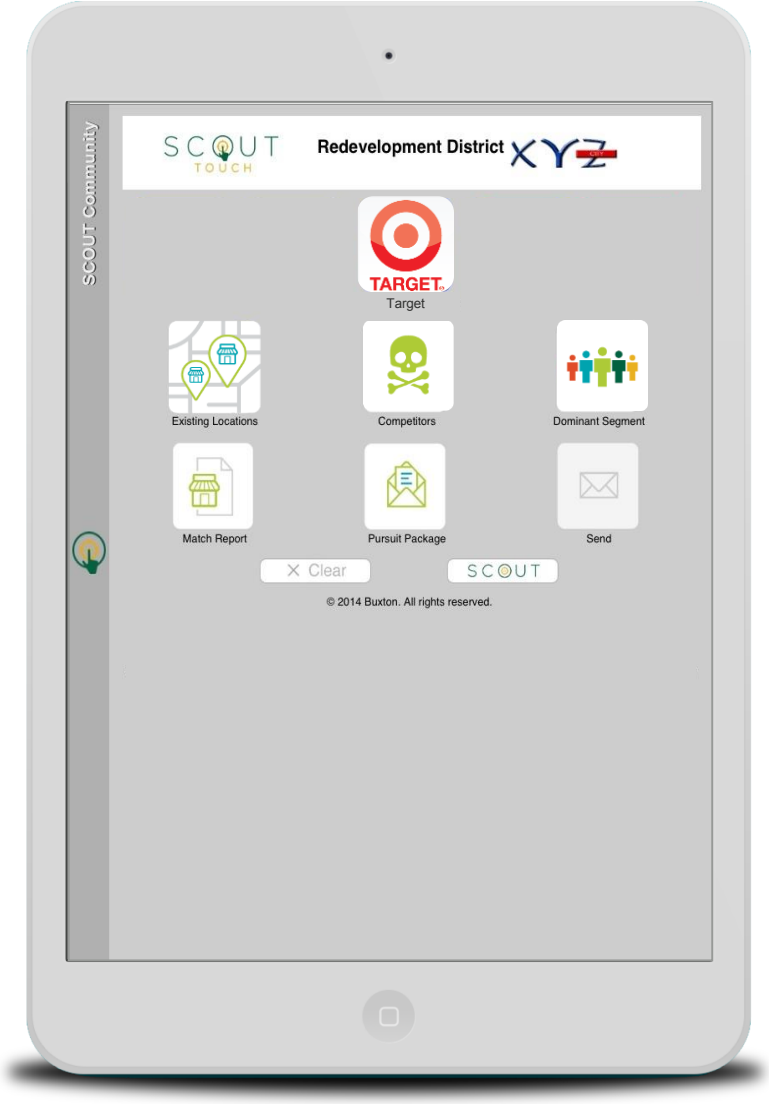
SCOUT – BIG ANSWERS MADE EASY



RETAIL MATCHES

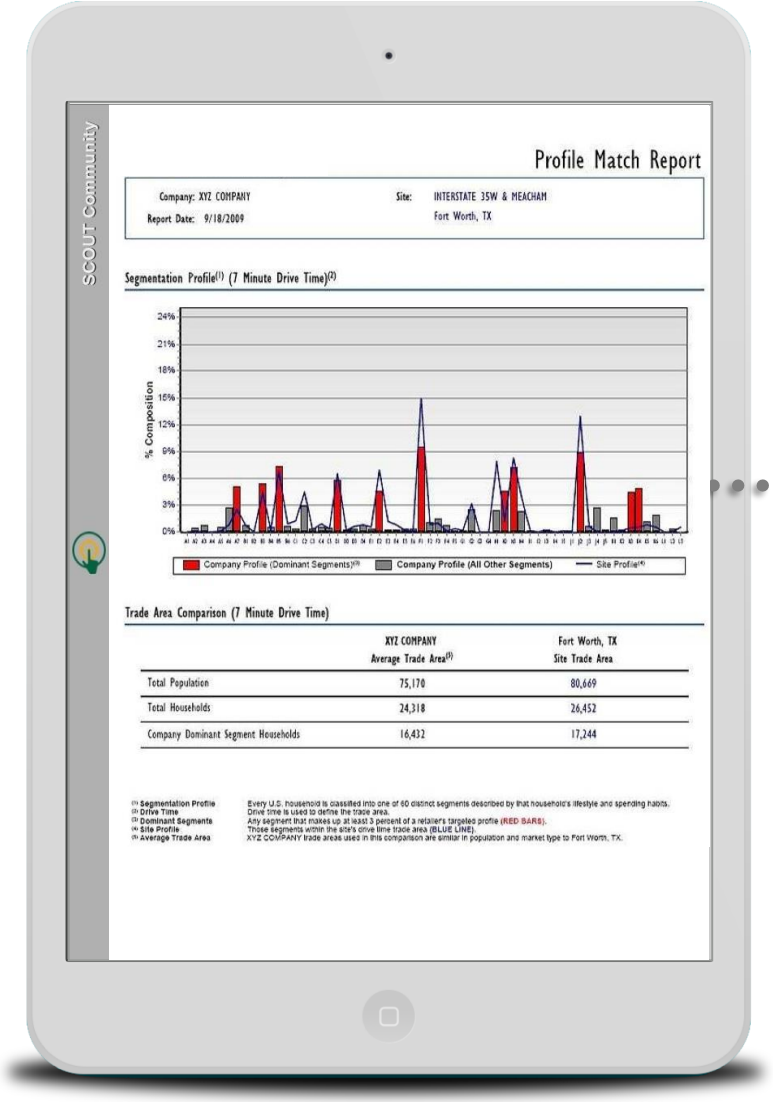
At the click of a button, see the retailers identified as matches for pursuit

SCOUT – BIG ANSWERS MADE EASY



All of the information a retailer wants to see at your fingertips

SCOUT – BIG ANSWERS MADE EASY



SCOUT Community

Profile Match Report

Company: XYZ COMPANY
Report Date: 9/18/2009

Site: INTERSTATE 35W & MEACHAM
Fort Worth, TX

Segmentation Profile[1] (7 Minute Drive Time)[2]

Trade Area Comparison (7 Minute Drive Time)

	XYZ COMPANY Average Trade Area[5]	Fort Worth, TX Site Trade Area
Total Population	75,170	80,669
Total Households	24,318	26,452
Company Dominant Segment Households	16,432	17,244

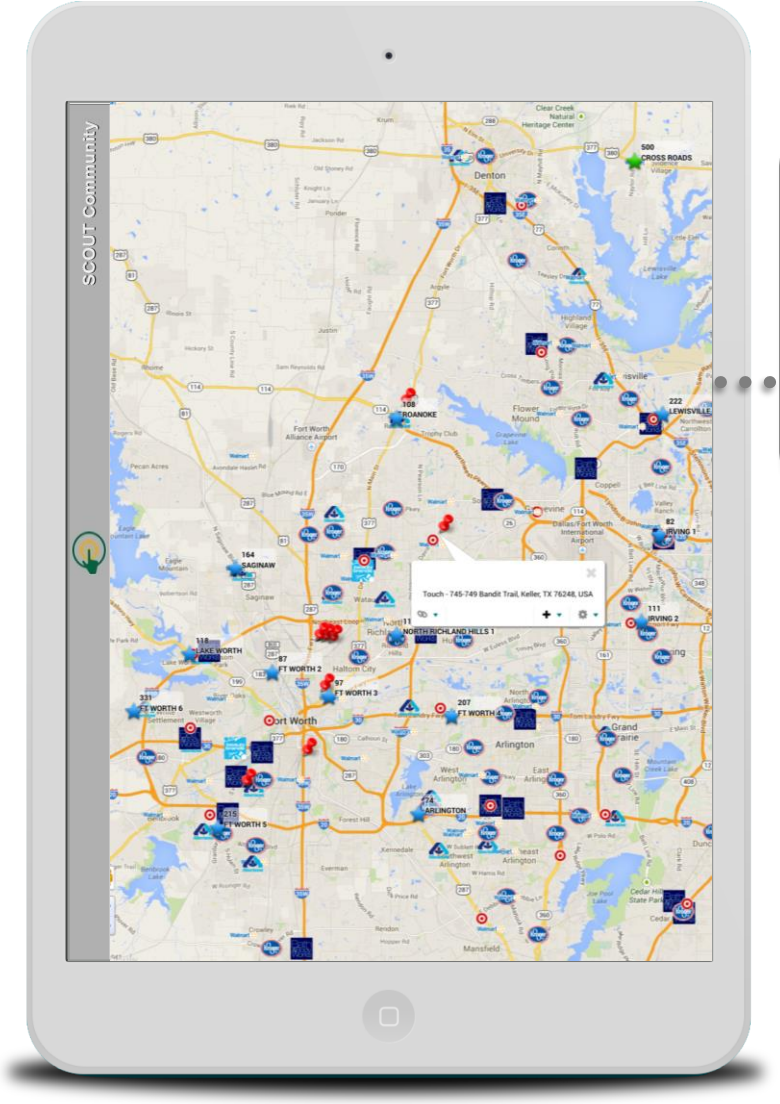
[1] Segmentation Profile — Every U.S. household is classified into one of 60 distinct segments described by that household's lifestyle and spending habits.
[2] Drive Time — Drive time is used to define the trade area.
[3] Dominant Segments — Any segment that makes up at least 3 percent of a retailer's targeted profile (RED BARS).
[4] Site Profile — Those segments within the site's drive time trade area (BLUE LINE).
[5] Average Trade Area — XYZ COMPANY trade areas used in this comparison are similar in population and market type to Fort Worth, TX.

MATCH REPORT

Show how strong of a match your trade area is to their network

Buxton

SCOUT – BIG ANSWERS MADE EASY



COMPETITION

View a map of where all competitors are relative to your location

SCOUT – BIG ANSWERS MADE EASY

Consumer Propensity Report

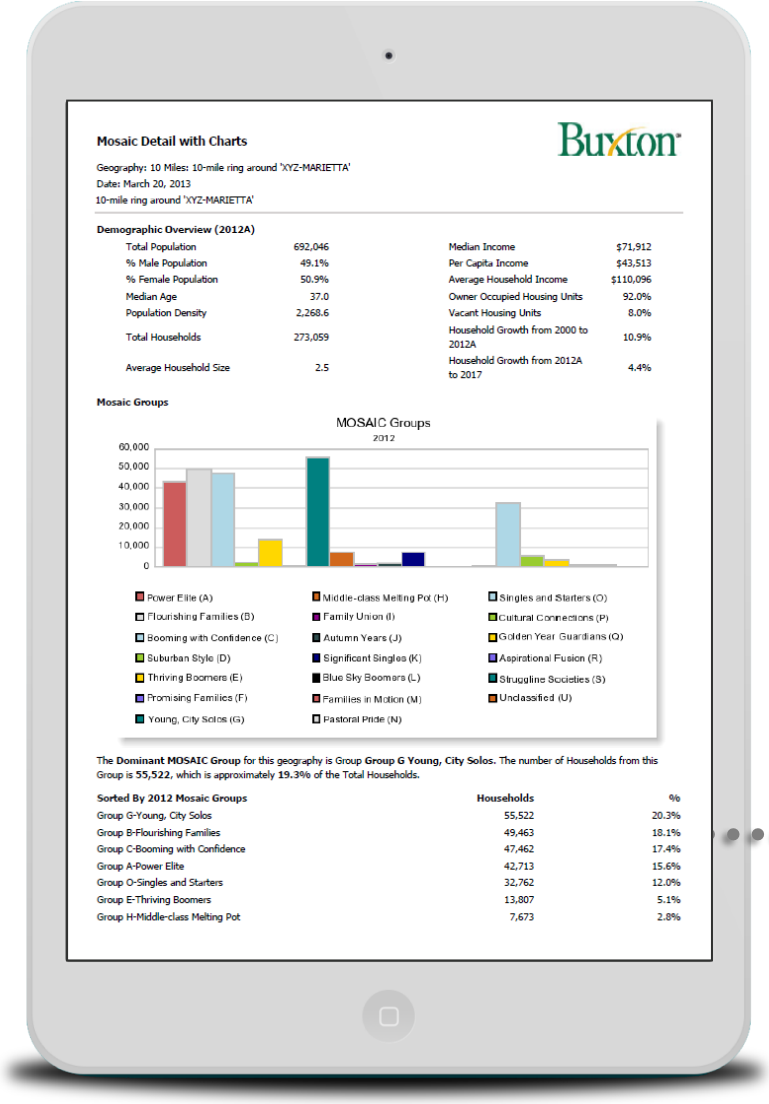
Category: APPAREL

DESCRIPTION	RESIDENTIAL	WORKPLACE
SPEND $150+ ON OTHER SHOES KID LESS THAN 1 YEAR	173%	144%
USE DRYPERS BRAND DISP DIAPERS/TRAIN PANTS	225%	150%
USE HUGGIES PULL-UPS DISP DIAPERS/TRAIN PANTS	147%	126%
USE HUGGIES ULTRA TRIM DISP DIAPERS/TRAIN PANTS	163%	141%
USE HUGGIES OVERNITES DISP DIAPERS TRAIN PANTS	143%	124%
USE HUGGIES SUPREME DISP DIAPERS TRAIN PANTS	142%	123%
USE PAMPERS CRUISERS DISP DIAPERS TRAIN PANTS	114%	117%
USE LUVS ULTRA LEAK GUARDS DISP DIAPERS/TRAIN PANTS	139%	114%
BOUGHT MENS JEANS WITHIN LAST 12 MONTHS	94%	100%
BOUGHT MENS ATHLETIC SHOES WITHIN LAST 12 MONTHS	92%	102%
BOUGHT MENS OVERCOAT/TOPCOAT WITHIN LAST 12 MONTHS	103%	101%
BOUGHT MENS LEATHER JACKET WITHIN LAST 12 MONTHS	105%	101%
BOUGHT MENS SPORT COAT OR BLAZER WITHIN LAST 12 MONTHS	95%	104%
BOUGHT MENS SWEATER WITHIN LAST 12 MONTHS	96%	101%
BOUGHT MENS NECKTIE WITHIN LAST 12 MONTHS	87%	101%

CONSUMER PROPENSITY REPORT

Show the buying habits of potential consumers

SCOUT – BIG ANSWERS MADE EASY



Mosaic Detail with Charts

Geography: 10 Miles: 10-mile ring around 'XYZ-MARIETTA'
Date: March 20, 2013
10-mile ring around 'XYZ-MARIETTA'

Demographic Overview (2012A)

Total Population	692,046	Median Income	$71,912
% Male Population	49.1%	Per Capita Income	$43,513
% Female Population	50.9%	Average Household Income	$110,096
Median Age	37.0	Owner Occupied Housing Units	92.0%
Population Density	2,268.6	Vacant Housing Units	8.0%
Total Households	273,059	Household Growth from 2000 to 2012A	10.9%
Average Household Size	2.5	Household Growth from 2012A to 2017	4.4%

Mosaic Groups

The **Dominant MOSAIC Group** for this geography is Group **Group G Young, City Solos**. The number of Households from this Group is **55,522**, which is approximately **19.3%** of the Total Households.

Sorted By 2012 Mosaic Groups	Households	%
Group G-Young, City Solos	55,522	20.3%
Group B-Flourishing Families	49,463	18.1%
Group C-Booming with Confidence	47,462	17.4%
Group A-Power Elite	42,713	15.6%
Group O-Singles and Starters	32,762	12.0%
Group E-Thriving Boomers	13,807	5.1%
Group H-Middle-class Melting Pot	7,673	2.8%

DEMOGRAPHIC REPORT

Market Intelligence at your fingertips

SCOUT – BIG ANSWERS MADE EASY

SCOUT TOUCH

LEAD WITH THE ANSWERS.
ANYTIME. ANYWHERE.

WITHIN 60 DAYS OF CONTRACTING WITH BUXTON YOU WILL BE ON THE ROAD TO…

INCREASING TAX REVENUE
IMPROVING QUALITY OF LIFE
RETAINING BUSINESS

Proposal

RETAIL RECRUITMENT SOLUTION

VILLAGE OF BROWN DEER

Prepared by: Cody Gunstenson
Expiration: August 31, 2015

Buxton®

OUR VALUE PROPOSITION

Since our founding in 1994, Buxton has been a leading force in retail site and development. We are recognized for creating solutions that provide results. Buxton began as a service to help retailers make informed site selection decisions by understanding their customers and precisely determining their markets and soon realized that the company's expertise in retail site and market analysis could also be leveraged to benefit communities desiring retail expansion.

BUXTON'S AWARDS & HONORS

NRF NATIONAL RETAIL FEDERATION

Named to "The List of People Shaping Retail's Future"

THE STEVIE AWARDS

Most Innovative Company

FAST COMPANY

#2 on the Fast 50

EY Entrepreneur Of The Year™

More than simply providing data, Buxton supplies custom marketing materials and strategies targeting the unique site requirements of retailers, developers and commercial real estate brokers. Buxton clients achieve outstanding success using our tools for retail identification, selection and recruitment. And our clients benefit from our unique understanding of retail site selection from the retailer's point of view.

- **Grow Your Community.** Create new, permanent jobs that will satisfy your citizen's desire to shop at home; retain dollars currently spent outside of your community and maximize revenue growth to fund city services.

- **Leverage Buxton's Retail Industry Expertise.** Establish credibility with decision makers by providing factual evidence to support your site and gain a competitive position by leveraging our experience:
    - 3000+ retail, restaurant, and healthcare clients
    - 650+ public sector clients nationwide
    - 35+ million square feet of retail space
    - 500+ cumulative years of retail management and economic development experience

- **Access Your Buxton Solution with Ease.** Utilize your best-in-class retail recruitment solution via SCOUT, with the touch of a button from any mobile device. Get the insights and answers to your retail recruitment and site analysis questions and have the big picture in the palm of your hand.

- **Develop a Long-Term Partnership.** You will receive personal guidance and ongoing insight into key industry topics.

SCOPE OF SERVICES

Buxton is pleased to present this proposal to Village of Brown Deer. The purpose of this proposal is to outline and review your community development objectives and how Buxton's solutions will enhance your ability to effectively meet those objectives.

Village of Brown Deer's Objectives

1. Recruit new retailers and restaurants
2. Retain existing retailers and restaurant
3. Understand current retail and restaurant economic condition

Retail Recruitment and Retention Solution: Your Community Profile

Our solution is a total marketing strategy that enables community leaders to understand the consumer profile of their residents and to identify specific retailers and restaurants who seek a market with household purchasing habits just like yours. This solution provides you with the ability to actively pursue identified retailers, making a compelling case for their expansion to Village of Brown Deer utilizing custom marketing packages that Buxton will create for you. You will have access to the same analytical information and insights retailers depend on today to make site selection decisions providing you with instant credibility and the ability to differentiate your community.

Step 1 - Research Your Community

Buxton uses over 250 consumer and business databases that are updated regularly and compare your potential sites to the universe of all competing sites operating in the U.S. We define your current retail situation and those in any neighboring communities that impact your retail environment.

Step 2 – Define and Evaluate Your Trade Area

Customers shop by convenience, measuring distance based on time, not mileage. We will conduct a custom drive-time analysis to determine your trade area using our proprietary methodology and knowledge of individual retail client's actual trade areas. Your drive-time trade area will be provided to you as a map that accurately depicts your consumer shopping patterns.

Step 3 – Profile Your Trade Area's Residential Customers

Your community profile will analyze all the households in your drive-time trade area. Based on more than 7,500 categories of lifestyles, purchase behaviors and media reading and viewing habits (psychographics), the households in your trade area are assessed to gain an understanding of the types of retailers that would be attracted to your site.

Step 4 – We Match Retailers and Restaurants to Market Potential

Buxton will match the consumer profile of your community's trade area against the customer profiles of 5,000+ retailers in our proprietary database. We will identify the similarity between the two profiles analyzed using Buxton's proprietary retail matching algorithm to determine if your site presents an attractive opportunity for each retailer. We then qualify the list of matched results to verify that a retailer is currently operating or expanding , that they operate in similar sites and that your site affords adequate buffer from competition and cannibalization to be realistically considered.

Step 5 – We Create Marketing Packages

Buxton will assemble individualized marketing packages for up to twenty (20) targeted retailers and will notify each retailer's key real estate decision maker, by letter that they have been qualified by Buxton as a potential viable fit for your site and should expect to be contacted by a representative of the city.

Your marketing packages will be delivered to you in SCOUT and include:

1. Map of the retail site and trade area
2. Map of retailer's potential customers
3. Retailer match report that compares the site's trade area characteristics and consumer profile with the retailer's sites in similar trade areas

Solution Deliverables:

- SCOUT Touch Access
- Drive Time Trade Area Maps
- Retail Site Assessment
- Retailer Specific Marketing Packages (for up to twenty (20) retailers)
- Mobile tablet device at completion pre-loaded with all findings

Multi Year Deliverables:

Year 2 & 3 of this agreement will include a Retail Recruitment model refresh, retail marketing packages, and full SCOUT and SCOUT Touch.

Access and Use Your Retail Recruitment Solution via SCOUT Touch

Buxton's Retail Recruitment solution will allow you to actively recruit retailers to your community and support existing businesses with the push of a button in SCOUT Touch, providing you with crucial information about your community, your trade areas, your residents, and much more. SCOUT is a web-based platform which is accessible on any Windows or iOS enabled device with an internet connection and designed to give decision-makers in your community access to the data and solutions that will assist them in making better business decisions. The Retail Recruitment solution includes one (1) mobile tablet device which will be provided at completion and will be pre-loaded with all key findings. This mobile tablet device, possession of Village of Brown Deer, is enabled with four (4) SCOUT Users with the ability to **run demographic and trade area profile reports**, and view maps, and other data elements.

Identifying and quantifying the key variables which impact your community, you will acquire insights from these findings that will provide you with a strong foundation from which to understand retail recruitment and business retention efforts. In Buxton's SCOUT Touch you will be able to:

- Identify Retail Matches
- Run Variable Reports
- View City Limit Maps
- Run Healthcare Reports
- Run Demographic & Consumer Propensity Reports
- See Aerial View
- View Physician Intelligence
- Run Comparable Reports
- Run Retail Leakage/Surplus Reports

SUPPORT

SCOUT Technical Requirements

SCOUT can be accessed at the following URL: **https://scout.buxtonco.com**

SCOUT is a web-based platform accessible on any desktop, laptop, or mobile tablet device that has an internet connection. An iPad Air 2 is suggested by Buxton to give you the best user experience. Android Tablets are not supported by Buxton's Helpdesk. Minimum browser requirements: Internet Explorer 10, Safari 5, Chrome 21, Firefox 14

Buxton's Helpdesk

(1-817-332-3681) is available during normal office hours (8:00 AM-5:30 PM CST, excluding weekends and public holidays). Buxton's Helpdesk team will be available to support all educational, functional, and technical inquiries and will respond to all requests within twenty-four (24) hours of submission.

Buxton's Helpdesk
Monday – Friday: 8:00 am – 5:30 pm CST 1-817-332-3681

TERM, FEES AND DELIVERY

Annual Fee	$50,000
Agreement Term	Three (3) Years
Year 1 Fee (50% invoiced upon execution of this agreement; 50% invoiced upon targeted retailer identification)	$50,000
Year 2 Fee (Invoiced 1st Anniversary of this agreement)	$50,000
Year 3 Fee (Invoiced 2nd Anniversary of this agreement)	$50,000

Delivery Village of Brown Deer will have access to retail match lists and marketing packages within sixty (60) business days of execution.

Your SCOUT access will be enabled within ten (10) business days of the execution of this agreement. Village of Brown Deer will have access to retail match lists and marketing packages within sixty (60) business days of execution. The initial term of this agreement is for three (3) years with services invoiced annually. However, at any time during this initial 3-year term, Village of Brown Deer may cancel services for the following year by providing written notice to Buxton at least sixty (60) days in advance of a yearly renewal. If Village of Brown Deer cancels services prior to the expiration of the initial term, Village of Brown Deer will be invoiced 10% of the total remaining balance. All service fees associated with this agreement are due in net (10) days of the date of the invoice. Execution of this agreement will act as full consent that Buxton may include Village of Brown Deer on its client list and in presentations and public relations efforts. Additionally, Buxton may issue a press release announcing Village of Brown Deer as a client. When doing so, Buxton will not reveal information that is confidential and proprietary to Village of Brown Deer.

Buxton	Village of Brown Deer
Signature	Signature
Printed Name	Printed Name
Title Date	Title Date

Please provide us with a primary point of contact for invoice receipt.

Name:

Phone:

Email:

Please provide us with a primary point of contact.

Name:

Phone:

Email:

Preferred Method of Receipt: Email **OR** U.S. Mail

VILLAGE OF BROWN DEER

Public Works Complex– Repair and Update or Replace?

Who is DPW – Department of Public Works

- Crew of 12 full-time employees including director, administrative assistant, mechanic, stormwater and sewer technicians and two seasonal employees along with two recycling attendants.
- Six-5yd trucks and various heavy machinery. In total, 30 pieces of equipment!
- Based on 3.85 acre site with garage and office building, salt storage dome, recycling center shed, cold storage shed and materials storage shed.

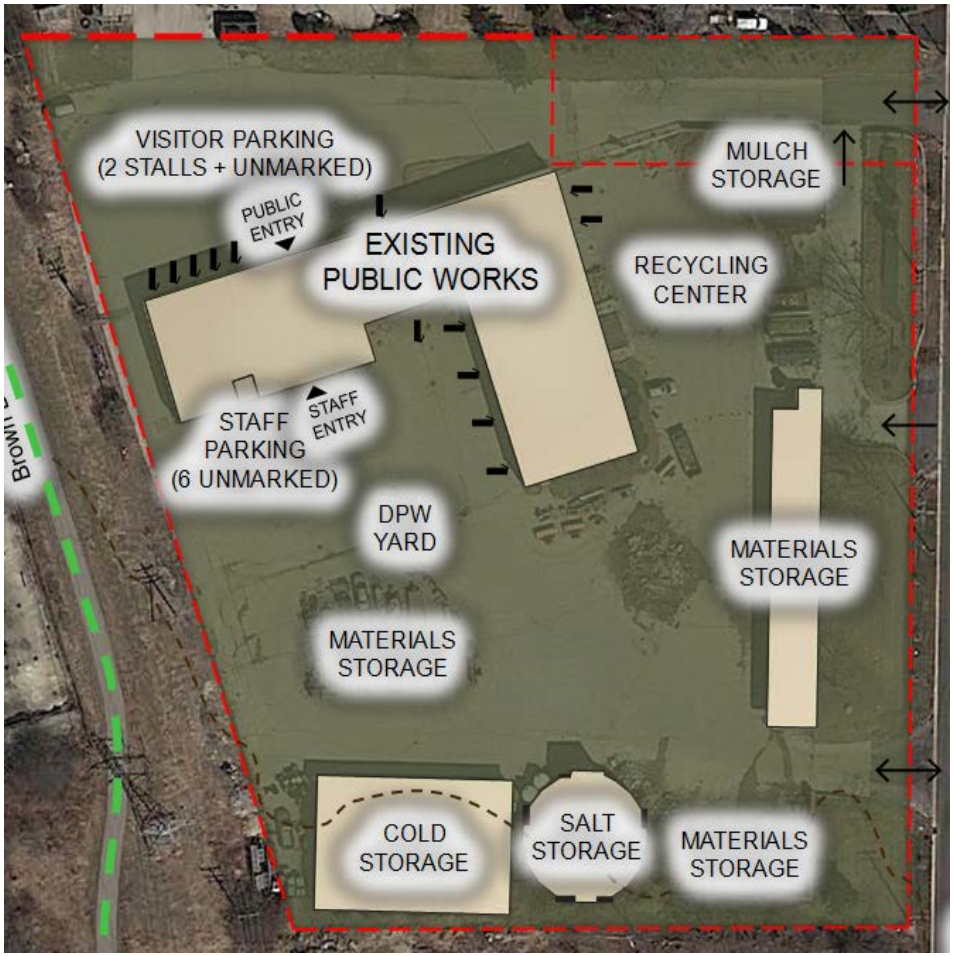
What does DPW do and why is it important?

- DPW crews are called upon to:
  - Snowplow roads and sidewalks
  - Deal with major flooding issues
  - Repair broken sewer mains or water mains
  - Maintain ditches and culverts
  - Clean streets and public property of trash and debris
  - Maintain and repair Village streets
  - Manage other Village infrastructure (pond equipment, signage, right-of-ways, etc.)

- The Department of Public Works (DPW) was officially added as a first responder in 2005 by the U.S. Department of Homeland Security and Federal Emergency Management Agency (FEMA). Public works personnel also serve as part of the Emergency Operations Center (EOC) staff should the Village activate its EOC.

Issues with existing DPW complex

- Fire suppression not up to code
- No emergency power supply
- Failing garage doors, lacking insulation
- Improper ventilation system
- Insufficient space for proper vehicle storage
- Failing roof on several structures
- Substandard HVAC equipment
- No accommodation for female employees
- Inefficient office work space



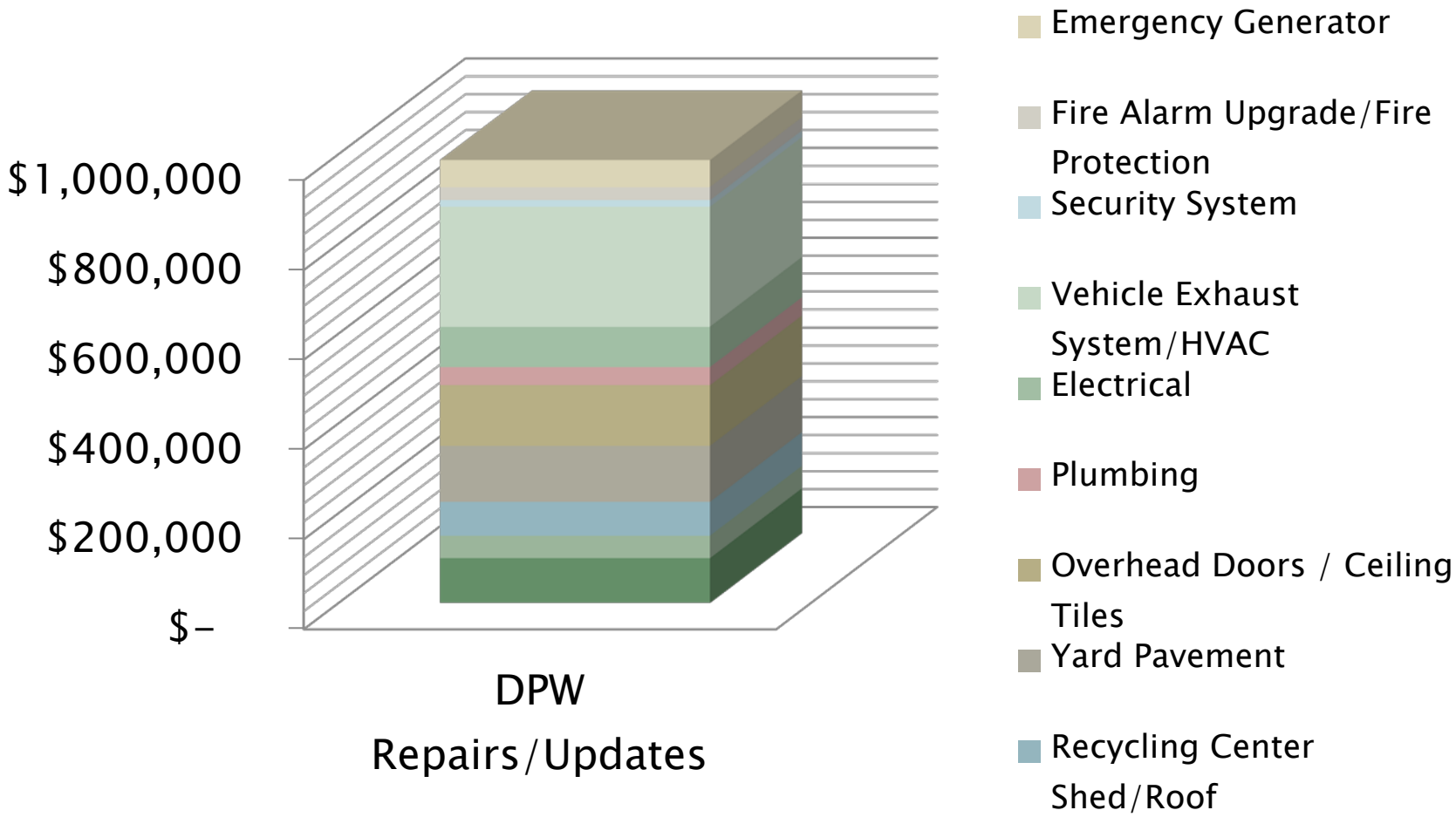
Two Options:

- Repair existing DPW Facility

OR

- Build New DPW Facility

Cost to repairs/updates existing DPW complex



* **Cost does not include additional needed garage space**

Why Additional Garage Space is Needed

Extends the service life and response time of every vehicle and piece of equipment by:

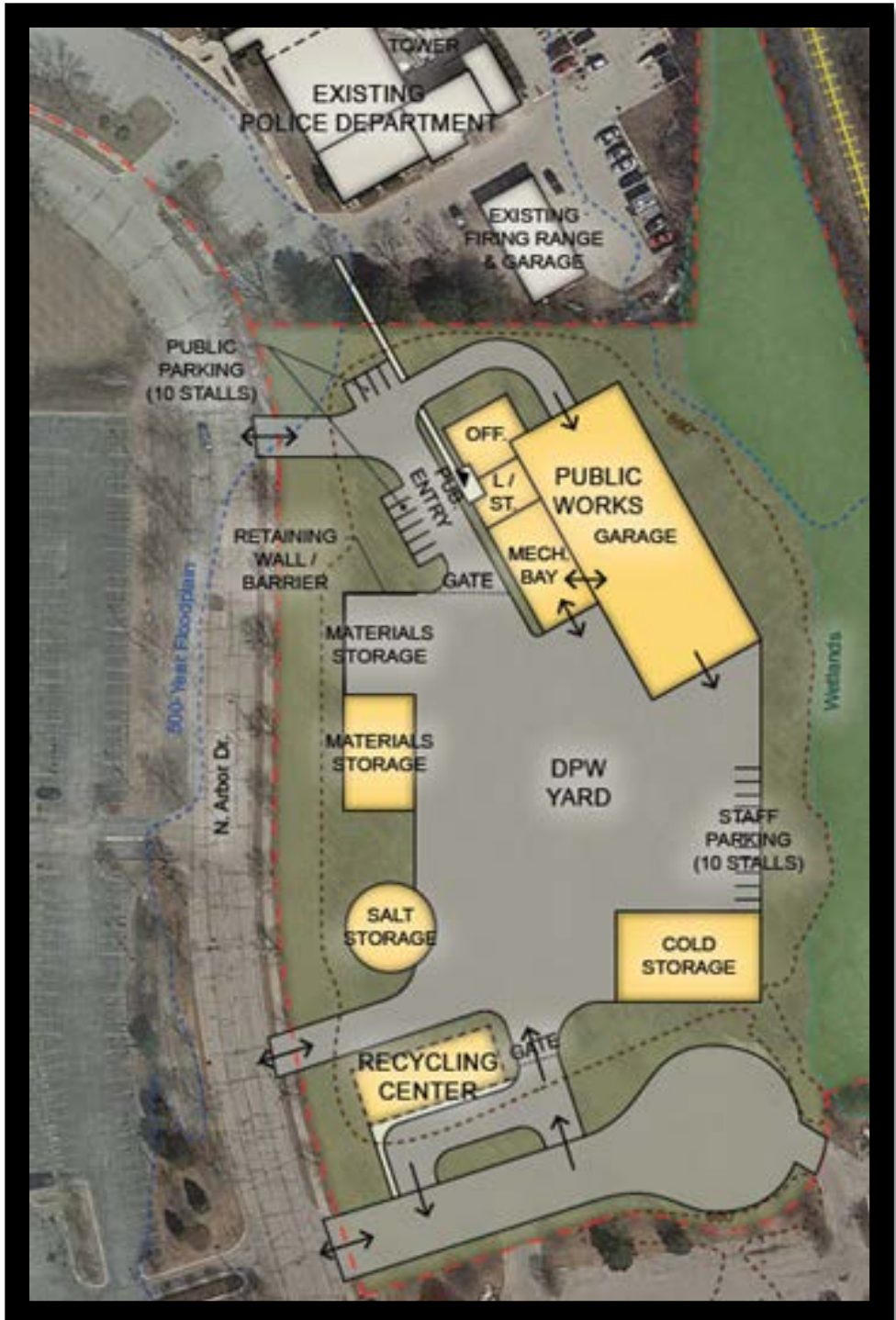
- Reducing the amount of warm up time – saving gas and wear and tear on vehicles.
- Allows trucks to enter, store and exit the building with plows and wings attached which will save approximately 30 minutes of operator time.
- Reduces the possibility of injury and damage to vehicles.
- Allows room for the drivers to make the necessary vehicle inspections, saving time.
- Allows operator to provide quick service to their vehicles i.e. adding oil, grease, air.
- Saves time by not having to remove snow from vehicles when parked outside.
- Less idling time, less gas consumed, better air quality.

New Construction

Construction Cost:
$ 5,365,075
Site Acquisition:
$ 1,100,000

Total = $6.5 Million

***Average home in Brown Deer would see an approximate tax increase of $2.25/month**



Pros and Cons of Each Option

- **Option1 – Repair**
  - Pros:
    - Lower cost
    - Maintains familiarity
    - Work can begin immediately
  - Cons:
    - Limits Original Village redevelopment
    - Aged building with unknown future costs and higher maintenance costs
    - Remains separate from other Village offices

- **Option 2 – New**
  - Pros:
    - Lower maintenance costs
    - Staff/customer efficiencies adjacent to Village Hall
    - Redevelopment opportunity in Original Village
  - Cons:
    - Higher cost
    - Loss of tax revenue on land south of Village Hall

Preliminary - Scenario 1

Village of Brown Deer
EXAMPLE FINANCING PLAN

LEVY YEAR	YEAR DUE	EXISTING DEBT SERVICE LEVY SUPPORTED	CIP $2,620,000 G.O. BONDS Dated October 1, 2016 (First interest 4/1/17) PRINCIPAL (4/1)	INTEREST (4/1 & 10/1) TIC= 2.89%	TOTAL	FUTURE FINANCINGS (A)	COMBINED DEBT SERVICE LEVY SUPPORTED	YEAR DUE
2014	2015	$877,146					$877,146	2015
2015	2016	$873,876					$873,876	2016
2016	2017	$633,618	$145,000	$73,163	$218,163		$851,781	2017
2017	2018	$624,402	$150,000	$70,213	$220,213		$844,615	2018
2018	2019	$634,577	$150,000	$67,213	$217,213	$197,898	$1,049,687	2019
2019	2020	$628,876	$155,000	$64,163	$219,163	$200,038	$1,048,076	2020
2020	2021	$628,103	$160,000	$61,013	$221,013	$255,396	$1,104,511	2021
2021	2022	$543,402	$160,000	$57,013	$217,013	$340,206	$1,100,620	2022
2022	2023	$332,434	$165,000	$52,138	$217,138	$555,121	$1,104,693	2023
2023	2024	$329,298	$170,000	$47,113	$217,113	$558,025	$1,104,435	2024
2024	2025	$328,570	$175,000	$41,938	$216,938	$762,333	$1,307,841	2025
2025	2026	$182,263	$180,000	$36,613	$216,613	$907,275	$1,306,150	2026
2026	2027	$183,075	$190,000	$31,063	$221,063	$904,433	$1,308,571	2027
2027	2028	$188,250	$195,000	$25,044	$220,044	$902,831	$1,311,125	2028
2028	2029	$187,775	$200,000	$18,375	$218,375	$905,721	$1,311,871	2029
2029	2030		$210,000	$11,200	$221,200	$1,086,763	$1,307,963	2030
2030	2031		$215,000	$3,763	$218,763	$1,089,208	$1,307,971	2031
2031	2032					$1,249,969	$1,249,969	2032
2032	2033					$1,247,377	$1,247,377	2033
2033	2034					$1,250,619	$1,250,619	2034
2034	2035					$1,248,027	$1,248,027	2035
2035	2036					$1,251,269	$1,251,269	2036
		$7,175,665	$2,620,000	$660,019	$3,280,019	$14,912,508	$25,368,192	

(A) Represents debt service on a $2,350,0000 15 year borrowing in 2018 at 3.25% followed by $2,000,000 15 year borrowings every two years at 3.25% beginning in 2020. Rates are subject to change. This information is provided for information purposes only. It does not recommend any future issuances and should not be regarded as advice.

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Preliminary - Scenario 2A
(20 Year)

Village of Brown Deer
EXAMPLE FINANCING PLAN

LEVY YEAR	YEAR DUE	EXISTING DEBT SERVICE LEVY SUPPORTED	DPW BUILDING $6,500,000 G.O. BONDS Dated October 1, 2016 (First interest 4/1/17) PRINCIPAL (4/1)	INTEREST (4/1 & 10/1) TIC= 3.25%	TOTAL	*	LEVY SUPPORTED 80%	BUSINESS ENTERPRISE SUPPORTED 20%	COMBINED DEBT SERVICE LEVY SUPPORTED	YEAR DUE
2014	2015	$877,146				*			$877,146	2015
2015	2016	$873,876				*			$873,876	2016
2016	2017	$633,618	$250,000	$195,963	$445,963	*	$356,770	$89,193	$990,388	2017
2017	2018	$624,402	$255,000	$190,913	$445,913	*	$356,730	$89,183	$981,132	2018
2018	2019	$634,577	$260,000	$185,763	$445,763	*	$356,610	$89,153	$991,187	2019
2019	2020	$628,876	$265,000	$180,513	$445,513	*	$356,410	$89,103	$985,286	2020
2020	2021	$628,103	$270,000	$175,163	$445,163	*	$356,130	$89,033	$984,233	2021
2021	2022	$543,402	$275,000	$169,025	$444,025	*	$355,220	$88,805	$898,622	2022
2022	2023	$332,434	$285,000	$161,313	$446,313	*	$357,050	$89,263	$689,484	2023
2023	2024	$329,298	$295,000	$152,613	$447,613	*	$358,090	$89,523	$687,388	2024
2024	2025	$328,570	$300,000	$143,688	$443,688	*	$354,950	$88,738	$683,520	2025
2025	2026	$182,263	$310,000	$134,538	$444,538	*	$355,630	$88,908	$537,893	2026
2026	2027	$183,075	$320,000	$125,088	$445,088	*	$356,070	$89,018	$539,145	2027
2027	2028	$188,250	$330,000	$115,338	$445,338	*	$356,270	$89,068	$544,520	2028
2028	2029	$187,775	$340,000	$104,863	$444,863	*	$355,890	$88,973	$543,665	2029
2029	2030		$350,000	$93,650	$443,650	*	$354,920	$88,730	$354,920	2030
2030	2031		$365,000	$81,575	$446,575	*	$357,260	$89,315	$357,260	2031
2031	2032		$375,000	$68,625	$443,625	*	$354,900	$88,725	$354,900	2032
2032	2033		$390,000	$54,750	$444,750	*	$355,800	$88,950	$355,800	2033
2033	2034		$405,000	$39,844	$444,844	*	$355,875	$88,969	$355,875	2034
2034	2035		$420,000	$24,375	$444,375	*	$355,500	$88,875	$355,500	2035
2035	2036		$440,000	$8,250	$448,250	*	$358,600	$89,650	$358,600	2036
		$7,175,665	$6,500,000	$2,405,844	$8,905,844	*	$7,124,675	$1,781,169	$14,300,340	

Rates are subject to change. This information is provided for information purposes only.

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Preliminary - Scenario 3A
(20-year)

Village of Brown Deer
EXAMPLE FINANCING PLAN

LEVY YEAR	YEAR DUE	EXISTING DEBT SERVICE LEVY SUPPORTED	CIP $2,125,000 G.O. BONDS Dated October 1, 2016 (First interest 4/1/17) PRINCIPAL (4/1)	INTEREST (4/1 & 10/1) TIC= 2.89%	TOTAL	DPW BUILDING $6,500,000 G.O. BONDS Dated October 1, 2016 (First interest 4/1/17) PRINCIPAL (4/1)	INTEREST (4/1 & 10/1) TIC= 3.25%	TOTAL	*	LEVY SUPPORTED 80%	BUSINESS ENTERPRISE SUPPORTED 20%	FUTURE FINANCINGS (A)	COMBINED DEBT SERVICE LEVY SUPPORTED	YEAR DUE
2014	2015	$877,146							*				$877,146	2015
2015	2016	$873,876							*				$873,876	2016
2016	2017	$633,618	$120,000	$59,338	$179,338	$250,000	$195,963	$445,963	*	$356,770	$89,193		$1,169,726	2017
2017	2018	$624,402	$120,000	$56,938	$176,938	$255,000	$190,913	$445,913	*	$356,730	$89,183		$1,158,070	2018
2018	2019	$634,577	$120,000	$54,538	$174,538	$260,000	$185,763	$445,763	*	$356,610	$89,153	$221,902	$1,387,627	2019
2019	2020	$628,876	$125,000	$52,088	$177,088	$265,000	$180,513	$445,513	*	$356,410	$89,103	$221,956	$1,384,329	2020
2020	2021	$628,103	$130,000	$49,538	$179,538	$270,000	$175,163	$445,163	*	$356,130	$89,033	$217,152	$1,380,922	2021
2021	2022	$543,402	$130,000	$46,288	$176,288	$275,000	$169,025	$444,025	*	$355,220	$88,805	$307,694	$1,382,603	2022
2022	2023	$332,434	$135,000	$42,313	$177,313	$285,000	$161,313	$446,313	*	$357,050	$89,263	$513,421	$1,380,218	2023
2023	2024	$329,298	$140,000	$38,188	$178,188	$295,000	$152,613	$447,613	*	$358,090	$89,523	$517,300	$1,382,875	2024
2024	2025	$328,570	$145,000	$33,913	$178,913	$300,000	$143,688	$443,688	*	$354,950	$88,738	$717,665	$1,580,097	2025
2025	2026	$182,263	$145,000	$29,563	$174,563	$310,000	$134,538	$444,538	*	$355,630	$88,908	$873,581	$1,586,036	2026
2026	2027	$183,075	$150,000	$25,138	$175,138	$320,000	$125,088	$445,088	*	$356,070	$89,018	$871,552	$1,585,835	2027
2027	2028	$188,250	$155,000	$20,369	$175,369	$330,000	$115,338	$445,338	*	$356,270	$89,068	$865,844	$1,585,733	2028
2028	2029	$187,775	$165,000	$14,963	$179,963	$340,000	$104,863	$444,863	*	$355,890	$88,973	$864,790	$1,588,417	2029
2029	2030		$170,000	$9,100	$179,100	$350,000	$93,650	$443,650	*	$354,920	$88,730	$1,051,888	$1,585,908	2030
2030	2031		$175,000	$3,063	$178,063	$365,000	$81,575	$446,575	*	$357,260	$89,315	$1,050,390	$1,585,712	2031
2031	2032					$375,000	$68,625	$443,625	*	$354,900	$88,725	$1,246,719	$1,601,619	2032
2032	2033					$390,000	$54,750	$444,750	*	$355,800	$88,950	$1,244,127	$1,599,927	2033
2033	2034					$405,000	$39,844	$444,844	*	$355,875	$88,969	$1,242,450	$1,598,325	2034
2034	2035					$420,000	$24,375	$444,375	*	$355,500	$88,875	$1,244,940	$1,600,440	2035
2035	2036					$440,000	$8,250	$448,250	*	$358,600	$89,650	$1,243,263	$1,601,863	2036
		$7,175,665	$2,125,000	$535,331	$2,660,331	$6,500,000	$2,405,844	$8,905,844	*	$7,124,675	$1,781,169	$14,516,631	$31,477,303	

(A) Represents debt service on $2,000,000 15 year borrowings every two years at 3.25% beginning in 2018. Rates are subject to change. This information is provided for information purposes only. It does not recommend any future issuances and should not be regarded as, advice.

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2016-2020 Funding Formula Allocations

2016 - 2020 Amendment No. 8 NSFD Formula Agreement

Municipality	2015 Formula %	2016 Calculated Amend 8 Formula	Calculated Difference to Allocate over 5	Municipality	2016 Formula Allocation	2017 Formula Allocation	2018 Formula Allocation	2019 Formula Allocation	2020 Formula Allocation
Bayside	6.20%	6.31%	0.11%	**Bayside**	6.22%	6.24%	6.27%	6.29%	6.31%
Brown Deer	17.69%	18.40%	0.71%	**Brown Deer**	17.83%	17.97%	18.12%	18.26%	18.40%
Fox Point	10.31%	9.11%	-1.20%	**Fox Point**	10.07%	9.83%	9.59%	9.35%	9.11%
Glendale	28.16%	28.05%	-0.11%	**Glendale**	28.14%	28.12%	28.09%	28.07%	28.05%
River Hills	2.94%	3.20%	0.26%	**River Hills**	2.99%	3.04%	3.10%	3.15%	3.20%
Shorewood	17.45%	17.54%	0.09%	**Shorewood**	17.47%	17.49%	17.50%	17.52%	17.54%
Whitefish Bay	17.25%	17.39%	0.14%	**Whitefish Bay**	17.28%	17.31%	17.33%	17.36%	17.39%
	100.00%	**100.00%**	**0.00%**		**100.00%**	**100.00%**	**100.00%**	**100.00%**	**100.00%**

2016 NSFD Community Contributions at 0.50%

Fund 25 Revenue	Amendment 7 allocation %s	Total 2015 NSFD Allocation	Amendment 8 allocation %s	2016 Budget 0.5 % Operating Contribution Increase	Year 1 of 3 for 15-04 Capital Resolution**	2016 NSFD Allocation		$$ Change from 2015
Intergovernmental Revenue:								
Contribution-Bayside	6.20%	734,889	6.22%	740,946		740,946		6,057
Contribution-Brown Deer	17.69%	2,096,806	17.83%	2,123,967		2,123,967		27,161
Contribution-Fox Point	10.31%	1,222,050	10.07%	1,199,571		1,199,571		(22,479)
Contribution-Glendale	28.16%	3,337,821	28.14%	3,352,127		3,352,127		14,306
Contribution-River Hills	2.94%	348,480	2.99%	356,178		356,178		7,698
Contribution-Shorewood	17.45%	2,068,358	17.47%	2,081,082		2,081,082		12,724
Contribution-Whitefish Bay	17.25%	2,044,652	17.28%	2,058,449		2,058,449		13,797
Total Municipality Revenue		**11,853,056**		**11,912,321**		**11,912,321**		**59,265**
					Year 1 of 3 for 15-04 Capital Resolution			
Total Municipality Capital Service								
Contribution-Bayside	6.20%	37,003	6.22%	9,490	27,679	37,169		166
Contribution-Brown Deer	17.69%	105,575	17.83%	27,203	79,344	106,546		971
Contribution-Fox Point	10.31%	61,531	10.07%	15,364	44,812	60,175		(1,356)
Contribution-Glendale	28.16%	168,061	28.14%	42,932	125,223	168,155		94
Contribution-River Hills	2.94%	17,546	2.99%	4,562	13,306	17,867		321
Contribution-Shorewood	17.45%	104,143	17.47%	26,653	77,742	104,395		252
Contribution-Whitefish Bay	17.25%	102,949	17.28%	26,364	76,896	103,260		311
Total Capital Contribution		**596,808**		**152,567**	**445,000**	**597,567**		**759**
Total Municipality Debt Service								
Contribution-Bayside	6.20%	32,633	6.22%	32,607		32,607		(26)
Contribution-Brown Deer	17.69%	93,107	17.83%	93,471		93,471		364
Contribution-Fox Point	10.31%	54,264	10.07%	52,791		52,791		(1,473)
Contribution-Glendale	28.16%	148,214	28.14%	147,520		147,520		(694)
Contribution-River Hills	2.94%	15,474	2.99%	15,675		15,675		201
Contribution-Shorewood	17.45%	91,844	17.47%	91,584		91,584		(260)
Contribution-Whitefish Bay	17.25%	90,792	17.28%	90,588		90,588		(204)
Total Debt Service		**526,328**		**524,236**		**524,236**		**(2,092)**
Total Municipality Operating, Capital & Debt Service								
Contribution-Bayside		804,525		783,044	27,679	810,723		6,198
Contribution-Brown Deer		2,295,488		2,244,641	79,344	2,323,984		28,496
Contribution-Fox Point		1,337,845		1,267,725	44,812	1,312,536		(25,309)
Contribution-Glendale		3,654,096		3,542,580	125,223	3,667,803		13,707
Contribution-River Hills		381,500		376,415	13,306	389,720		8,220
Contribution-Shorewood		2,264,345		2,199,320	77,742	2,277,061		12,716
Contribution-Whitefish Bay		2,238,393		2,175,401	76,896	2,252,297		13,904
Total Municipality Contribution		**12,976,192**		**12,589,124**	**445,000**	**13,034,124**		**57,932**

C:\Users\rwhitaker\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\CRDFUP48\[2016 Community Spreadsheet of Allocation .xls]2016 Community Allocations

NORTH SHORE FIRE/RESCUE

Office of the Fire Chief

Robert Whitaker

To:	Finance Committee
Date:	August 6, 2015
Subject:	Resolution 15-04 – Single/Multi-Year Capital Resolution for 2016, 2017 & 2018

As part of the development of the Department's Master Capital Plan in 2009, a schedule of projected replacements for current capital items was developed with the assistance of the Village Managers/City Administrator. As part of the development, the Managers/Administrator recommended to the Finance Committee and ultimately the Board of Directors that an amendment to the Fire Services Agreement be made that allowed for an alternative method to fund capital replacement items for the Department. Previous to this amendment, the Department struggled to fund replacement of capital items within the realm of the language of the Fire Services Agreement.

Amendment #6 to the Fire Services Agreement (see attached) was passed unanimously by all member communities authorizing the addition of language allowing Single/Multi-Year Capital Funding Resolutions in the Fire Services Agreement. As part of their recommendation, the Village Managers and City Administrator indicated they preferred the Department attempt to maintain consistent capital contribution requests using this mechanism from year to year to allow for consistency in municipal budgeting.

Three Single/Multi-Year Capital Funding Resolutions have been authorized since the Amendment to the Fire Services Agreement was passed.

- **2009:** Contributions in 2011 and 2012 toward purchase of a fire engine and ambulance.
- **2010:** Contributions in 2011, 2012 and 2013 toward purchase of a ladder truck/quint and ambulance.
- **2013:** Contributions in 2014 and 2015 toward purchase of an ambulance and personal protective equipment for firefighting operations.

The Department's Master Capital Plan calls for a Single/Multi-Year Capital Resolution for funding of a ladder truck/quint and two ambulances in 2016, 2017 and 2018. Below is information on each of the vehicles planned for replacement:

- Fleet ID #0208 – 1997 105' Pierce Ladder/Quint: This ladder truck/quint was purchased in 1998 as a demonstrator unit from Pierce. Ladder trucks/quints are projected to remain as a front-line vehicle for 15 years in the Department's Master Capital Plan. Its useful front-line lifespan has been extended with extensive body work to control rust. It was found to have significant rust requiring immediate repair. The vehicle is currently being evaluated for another cycle of rust control on the body/compartments. The vehicle currently is assigned to Truck 83 in Shorewood. In an effort to balance usage on apparatus, the Department does rotate apparatus between stations to balance mileage and engine hours. It currently has 92,000 miles on it. From the time a replacement vehicle is ordered until time it can be placed in service is approximately eight months. I would expect, if

authorized, the vehicle would be ordered in mid/late 2016 with delivery expected in 2017. Replacing the vehicle at that time would allow the Department to rotate this vehicle into a reserve status before the current reserve vehicle will require significant investment to keep it serviceable. $950,000 is budgeted for this purchase from the Single/Multi-Year Capital Resolution. This price is consistent with costs of a similar vehicle purchase in 2011 with 5% annual costs increases included as recommended by the manufacturer.

- Fleet ID #3441 – 2007 Ford/Medtech Ambulance: Ambulances are projected for a seven year life cycle as part of the Department's front line fleet. In order to maintain consistent capital requests from the communities' year-to-year, the Department has deferred replacement of this vehicle since 2014. With the closing of several area hospitals over the past several years and the reduction in the number of vehicles in the fleet, the Department's ambulances have continued to increase the miles accrued annually. As with cars, more miles means added wear and tear to the vehicle. This ambulance current has approximately 128,000 miles on it. The ride of an ambulance is very important to the care of the patient and experience has demonstrated that the shocks/springs of an ambulance chassis can only be replaced a certain number of times before replacement is no longer an effective repair. We are at that point with this vehicle in addition to experiencing recurring problems with the electrical and air conditioning system. I would expect the vehicle would be ordered and delivered in 2016. $145,000 is budgeted from this Single/Multi-Year Capital Resolution for this purchase. The remaining $95,000 required for the purchase will come from Fund Balance.
- Fleet ID #9548 – 2010 Ford/Medtech Ambulance: While the Department is currently requesting funding for replacement of this vehicle, the actual replacement of this vehicle would not occur until late 2017. The request is being made now to ensure the Department's Capital Requests are consistent year to year in accordance with the Managers/Administrator's request. This ambulance currently has approximately 86,000 miles on it. It is projected the vehicle will have approximately 125,000 miles at time of replacement. As with any ambulance, as it gets older, the electrical system has continual issues in addition to ride concerns. This vehicle also had recent major engine work due to a significant oil leak. Engine oil leaks are a common problem with this version of chassis as they get older. $240,000 is budgeted for this purchase from the Single/Multi-Year Capital Resolution.

A Single/Multi-Year Capital Resolution requires a separate action by the Board of Directors from approval of the Annual Budget. The Fire Services Agreement requires unanimous approval of the Board of Directors and each member communities' City Council or Village Board. A draft of a resolution is enclosed for review by the Committee. Also enclosed is a spreadsheet demonstrating the capital funding sources for the Department and a spreadsheet demonstrating the division of cost by community. As you will note, the Single/Multi-Year Capital Resolution for 2016, 2017 and 2018 is $445,000, the same amount as was part of the 2015 Resolution. This funding was developed specifically in accordance with the recommendation from the Village Managers and City Administrator in 2009 that asked that the funding requests for Single/Multi-Year Capital Resolutions remain consistent year-to-year to allow for each community to plan their individual municipal capital budgets.

The request of the Committee is to recommend the adoption of Resolution 15-04 to the Board of Directors. The Resolution must pass the Board of Directors unanimously and then be approved by all seven member municipalities local governing bodies.

Payment Schedule

	2016		2017		2018	
	2016 Formula %s	2016 Resolution Allocation	2017 Formula %s	2017 Resolution Allocation	2018 Formula %s	2018 Resolution Allocation
Bayside	6.22%	$ 27,679.00	6.24%	$ 27,768.00	6.27%	$ 27,901.50
Brown Deer	17.83%	$ 79,343.50	17.97%	$ 79,966.50	18.12%	$ 80,634.00
Fox Point	10.07%	$ 44,811.50	9.83%	$ 43,743.50	9.59%	$ 42,675.50
Glendale	28.14%	$ 125,223.00	28.12%	$ 125,134.00	28.09%	$ 125,000.50
River Hills	2.99%	$ 13,305.50	3.04%	$ 13,528.00	3.10%	$ 13,795.00
Shorewood	17.47%	$ 77,741.50	17.49%	$ 77,830.50	17.50%	$ 77,875.00
Whitefish Bay	17.28%	$ 76,896.00	17.31%	$ 77,029.50	17.33%	$ 77,118.50
	100.0%	**$ 445,000.00**	**100.00%**	**$ 445,000.00**	**100.00%**	**$ 445,000.00**

AMENDMENT NO. 6 TO AMENDED AND RESTATED NORTH SHORE FIRE DEPARTMENT AGREEMENT

Paragraph 2. (e) of the Amended and Restated North Shore Fire Department Agreement is created to read as follows:

> "(e) The adoption of a "single or multi-year capital" budget shall require the unanimous approval of the members."

Paragraph 5.10 of the Amended and Restated North Shore Fire Department Agreement is created to read as follows:

> "5.10 In addition to the annual budgets for "operating expenses" and "capital improvement expenses" as set forth in paragraph 5.2 above, the Board of Directors may recommend for adoption a budget for "capital improvement expenses" for one or more than one year which shall be known as the "single or multi-year capital" budget. The "single or multi-year capital" budget is not an annual budget and is not subject to the annual percentage limitations in paragraph 5.2. The "single or multi-year capital" budget may be adopted only by unanimous vote of the Board of Directors and if so adopted shall be referred to the governing bodies of the member municipalities. Upon receiving approval of the "single or multi-year capital" budget by the governing bodies of all of the member municipalities, to authorize and contract to make all expenditures deemed necessary by the Board of Directors for the capital expenses not in excess of the approved "single or multi-year capital" budget."

Paragraph 13 of the Amended and Restated North Shore Fire Department Agreement is amended and restated to read as follows:

> 13. <u>Budget</u>. The Board of Directors shall submit to the governing bodies of the municipalities not later than October 1 of each year commencing October 1, 1994, a single budget to cover the North Shore Fire Department income, operating expenses and capital expenditures for the following calendar year, except that a "single or multi-year capital" budget may be submitted to the governing bodies of the municipalities at anytime. Such budgets shall be substantially in the form prescribed by Wisconsin Statutes 65.90 with respect to municipal budgets and shall, in addition, contain an explanation of the Board of Director's reasons for recommending any total annual or "single or multi-year capital expenditure. No expenditures shall be made or contracted for by the Board of Directors or any North Shore Fire Department employee with respect to any proposed item of operating expense or capital expenditure not contained in the prior year's budget until the approvals by the municipalities as provided in paragraph 5.3 of this agreement have been obtained or if a capital expenditure contained in a "single or multi-year capital budget until approval as provided in paragraph 5.10 of this agreement. No item of operating expense or capital expenditure not provided for in the budgets shall be made or contracted for by any member or officer of the Board of Directors or by any North Shore Fire Department employee except as authorized by the Board of Directors.

Paragraphs 17.1, 17.2, 17.5 and 17.6 of the Amended and Restated North Shore Fire Department Agreement are amended and restated to read as follows:

"17.1 Financing Formula. Each participating municipality's annual financial contribution to the North Shore Fire Department's operating, maintenance and capital budgets and the contributions for the capital expenditures under a "single or multi-year capital" budget shall be calculated in the manner described in the formula and percentages outlined in Exhibit "C".

17.2 The North Shore Fire Department will submit to each municipality a statement requiring payment of that municipality's share of the estimated net operating expenses and capital expenditures for the fiscal year which must be paid to the fiscal agent in quarterly payments as required by Section 17.3, which notice shall be given not later than fifteen (15) days following approval of the North Shore Fire Department Budget by the required number of municipalities. In the case of capital expenditures from a "single or multi-year capital" budget a statement detailing the required payment(s) of that municipality's share of the estimated "single or multi-year capital" expenditures with due dates of those payments shall be sent after the Board of Directors authorizes the expenditure. Due dates of payments shall not be less than 30 days from the date of the statement.

17.5 If any municipality fails to pay in full each payment to be made by it as provided by this Agreement on the due date, such defaulting municipality shall be indebted to the other participating municipalities for the payment due, plus interest at the prevailing rate available on a public purpose loan for over 5 years and up to 10 years from the Wisconsin State Trust Fund loan program from the due date until payment. At the discretion of the Board of Directors legal action to enforce such payment due by the defaulting municipality may be taken by the Board of Directors. Any recovery collected shall be paid to reimburse any other municipality to the extent it paid any part of such defaulted payment, plus interest, and the balance of such payments, plus interest, shall be made to the North Shore Fire Department, which interest shall be credited against payments to be made by the municipality or municipalities that were not in default. If two or more municipalities were not in default, such interest shall be credited in the proportion each paid operating expenses during the period of default. In addition to any sum in default, and interest, as above provided, there shall be included in the judgment all costs disbursements and a reasonable sum as attorney's fees.

17.6 Notwithstanding the provisions of paragraphs 19 and 20 regarding withdrawal, expulsion, or termination each member municipality shall be liable for its share of a "single or multi-year capital" budget as determined and payable under paragraph 17 upon final approval of such 'single or multi-year capital' budget under paragraph 5.10."

STATE OF WISCONSIN: [CITY/VILLAGE] OF :MILWAUKEE COUNTY

RESOLUTION NO. - _____

Resolution Approving the "Single or Multi-Year Capital" Budget to Purchase a Ladder Truck and Two Ambulances for 2016, 2017 & 2018 and Agreement to Pay Its Share of the "Single or Multi-Year Capital" Budget for 2016, 2017, 2018

WHEREAS, the Board of Directors of the North Shore Fire Department unanimously adopted Resolution No. 15-04, on August 11, 2015 (the "NSFD Budget Resolution"). The NSFD Budget Resolution (a copy is attached hereto and made part of this Resolution), adopts the "Single or Multi-Year Capital" Budget for 2016, 2017 and 2018 (the "capital contribution budget") for the purchase of a ladder truck and two ambulances and further unanimously recommends the capital contribution budget for approval by each of the member municipalities by adoption of this Resolution; and

WHEREAS, a "Single or Multi-Year Capital" Budget must be submitted to the governing bodies of the Villages of Bayside, Brown Deer, Fox Point, River Hills, Shorewood and Whitefish Bay and the City of Glendale for approval by each of the seven (7) municipalities; and

NOW, THEREFORE, BE IT RESOLVED, by the [Village Board/City Council] of the [Village/City] of _____ that the [Village/City] of _____ hereby approves the "Single or Multi-Year Capital Budget" for the purchase of a ladder truck and two ambulances and agrees to payments to the NSFD in accordance with the provisions of the Financing Formula of the Agreement (with the estimated payments and due dates as outlined in the NSFD Budget Resolution) within 30 days of receipt of a statement from the NSFD and further directs the [Village/City] Clerk to provide a certified copy of this Resolution to the NSFD.

PASSED AND ADOPTED by the [Village Board/City Council] of the [Village/City] of _____ this _____ day of _____, 2015.

[VILLAGE/CITY] OF_____

_____
[Village President/Mayor]

Countersigned:

_____
[Villge/City] Clerk

FUCHS
& BOYLE, S. C.

TELEPHONE:(414) 257-1800
FACSIMILE: (414) 257-1510
fdb@fdblaw.com

MAYFAIR CROSSING, SUITE 210
1233 NORTH MAYFAIR ROAD
MILWAUKEE, WISCONSIN 53226-3255

ATTORNEYS AT LAW

JOHN F. FUCHS
COURT COMMISSIONER
REBECCA D. BOYLE
COURT COMMISSIONER
COLETTE C. REINKE

MEMORANDUM

TO: **Village of Brown Deer**

FROM: **John F. Fuchs**

RE: **Code Compliance**

DATE: **July 13, 2015**

The legislature has taken control of the code compliance upon transfer of ownership issue. Basically, local government is prohibited from adopting or enforcing code compliance upon transfer ordinances. I am recommending the repeal of that portion of our code, consistent with the law as is now in effect.

For your information, some communities are meeting to discuss how their code compliance programs will survive. Attempting to transfer compliance to the buyer would be, in my unequivocal opinion, a weak and unenforceable circumvention of the law. And since commercial sales invariably involve buildouts or remodeling, they also involve the procurement of permits. We will still do commercial inspection because the inspections relative procurement of permits are still in full force and effect.

ORDINANCE NO. _____

An Ordinance Repealing Chapter 105, Sections 19 – 30 of the Brown Deer Village Code Pertaining to Code Compliance upon Transfer of Ownership

---

The Village President and the Village Board of the Village of Brown Deer, Milwaukee County, Wisconsin, do herewith ordain as follows, to-wit:

SECTION I

Chapter 105, Sections 19 – 30, is hereby repealed.

SECTION II

All ordinances or parts of ordinances contravening the terms and provisions of this ordinance are hereby to that extent repealed.

SECTION III

This Ordinance shall take effect upon passage and publication as provided by law, and the Village Clerk shall so amend the Brown Deer Code, and shall indicate the date and number of this amending ordinance therein.

PASSED AND ADOPTED by the Village Board of the Village of Brown Deer, this _____ day of _____, A.D. 2015.

_____
Carl Krueger, Village President

Countersigned:

_____
Jill Kenda-Lubetski, Village Clerk

REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Village Board	
ITEM DESCRIPTION:	Review and Approve amendment to the Marketplace Sixth Supplemental Development Agreement
PREPARED BY:	Nathaniel Piotrowski, Community Development Director
REPORT DATE:	August 12, 2015
MANAGER'S REVIEW/COMMENTS: X No additional comments to this report. ☐ See additional comments attached.	

BACKGROUND INFORMATION:

Developers Diversified Realty (DDR), the owner of the Marketplace Shopping Center, is requesting to deviate from the Village sign code standards. While the standards have generally been effective for most applications in Brown Deer, the large size of the Marketplace buildings and site is unique. Because of this uniqueness retailers have had a hard time conforming to existing code standards for wall signs in particular (note: previous exception for HHGregg). Therefore DDR is requesting to change the calculation for wall signs from 1.0 square feet per lineal foot of tenant space to 2.5. An attached document outlines this request and shows how the change would appear on the building façades.

In addition DDR has a very large multi-tenant pylon size (see photo of existing) which will eventually need to come into compliance with Village code standards at a current height maximum of 14 feet and 100 square feet. DDR is requesting a change to be allowed 16 feet in height and 200 square feet along with up to three signs instead of two (on differing frontages).

Staff believes the wall sign request makes sense and follows the previous precedent however the square footage request for multiple tenant signs seems too great. Attached are two images (one at the Marketplace already) that show multi-tenant signs conforming to existing standards. A modest increase in size may be warranted for a main shopping center sign but a doubling of square footage for such a short sign could be proportionally awkward and may present visibility issues. Furthermore, the Marketplace is requesting to three multi-tenant signs thereby potentially creating much more signage overall.

RECOMMENDATION:

Staff recommends that the Village Board approve the Sixth Supplemental Agreement but suggests limiting the multi-tenant square footage to no more than 150 square feet maximum.

Please contact Nate Piotrowski with any questions or comments at 371-3061.

Proposal to Amend Sign Code for Planned Development at
9020 N. Green Bay Road
(Marketplace of Brown Deer)

August 17th, 2015, Village of Brown Deer – Village Board Meeting

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BRE DDR Brown Deer Market, LLC, a wholly owned subsidiary of DDR Corp., is hereby making an application to Village of Brown Deer for an amendment to the Village Code of Ordinance Chapter 121, Article IX, Section 121-136 as it applies to the allowable size and location of wall and multi-tenant ground signs for the Planned Development Shopping Center located at 9020 N. Green Bay Road.

With over 600 feet of distance between N. Green Bay Road and the building façade, the current sign area allowed for wall signs on a business establishment does not accommodate signage that can be easily read and identified by vehicular traffic. Most likely for this reason, many of the shopping centers existing tenants have been successful in achieving individual sign variances that meet or exceed the current code, and some even exceed what provided through this proposed change. In both the near future and subsequent years ahead, DDR has plans to upgrade the center with a new tenant mix and various building improvements. In light of a recommendation by the Village Community Development Staff, we would like to amend the code for more accommodating and appropriate sign provisions that hopefully will serve to streamline the sign approval process going forward, and benefit visitors to the center and retailers alike.

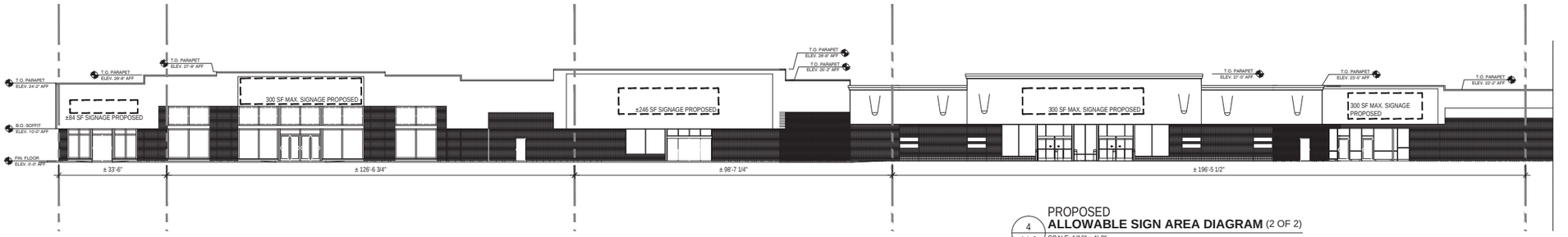
Both the current and proposed code are outlined in the charts that follow. Additionally we have provided a diagram to support the proposed change to permitted wall sign criteria.

	WALL SIGNS				
		Maximum Gross Surface Area Per Sign (square feet)*	Maximum Projection From Building (feet)	Maximum Number of Wall Signs Per Building**	Illumination
EXISTING	Business, office and mixed use	1 x lineal feet front building wall	2	3 (totaling no more than 200 square feet gross surface area for all signs)	Allowed
PROPOSED	Business, office and mixed use	2.5 x lineal feet front building wall for all wall signs combined	(NO CHANGE)	3 (no more than 300 square feet gross surface area for any one sign)	(NO CHANGE)

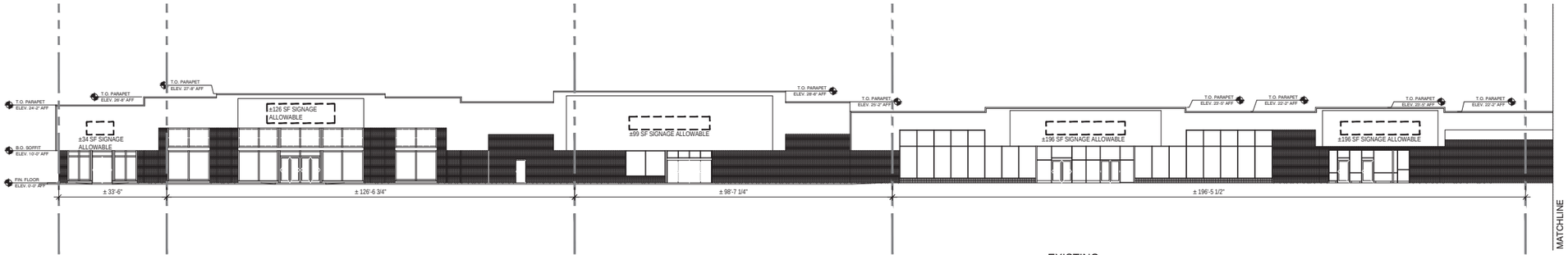
NOTE: *MANY OF THE EXISTING TENANT SIGNS EXCEED THE CURRENT CODE, AS PERMITTED BY INDIVIDUALLY OBTAINED SIGN PERMIT VARIANCES*

	MULTI - TENANT SIGNS					
		Maximum Gross Surface Area Per Sign (square feet)	Maximum Height (feet)	Setbacks (feet)	Maximum Number of Multiple-Tenant Signs Per Development	Illumination
EXISTING	Business, office and mixed use (on parcels with at least one exterior lot line longer than 300 lineal feet)	100	14	No less than five feet from any lot line and minimum of 50 feet from any other ground sign	1 (two if located on separate frontages on a corner lot)	Allowed
PROPOSED	Business, office and mixed use (on parcels with at least one exterior lot line longer than 300 lineal feet)	200	16	(NO CHANGE)	3(must be a minimum distance of 300 feet apart)	(NO CHANGE)

NOTE: *THE CURRENT PYLON NEAR THE APPLEBEES OUTLOT BUILDING IS APPROXIMATELY 32 FEET HIGH, 14 FEET WIDE, AND DISPLAYS 5 TENANT SIGNS THAT ARE 30 SQ. FT. EACH*

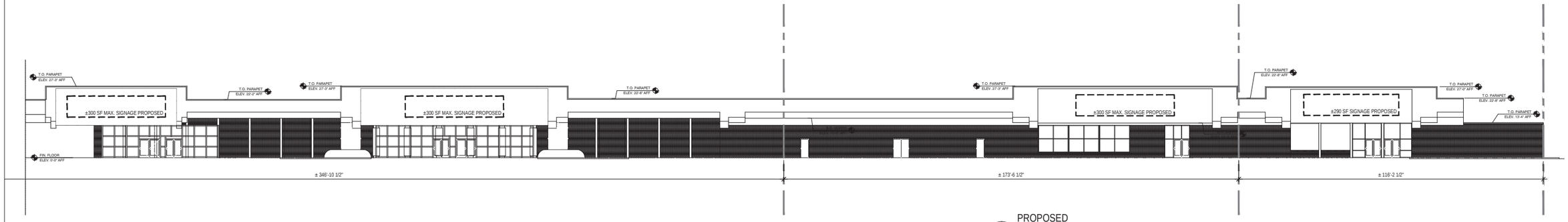


4 A1.0 PROPOSED
ALLOWABLE SIGN AREA DIAGRAM (2 OF 2)
SCALE: 1/16" = 1'-0"

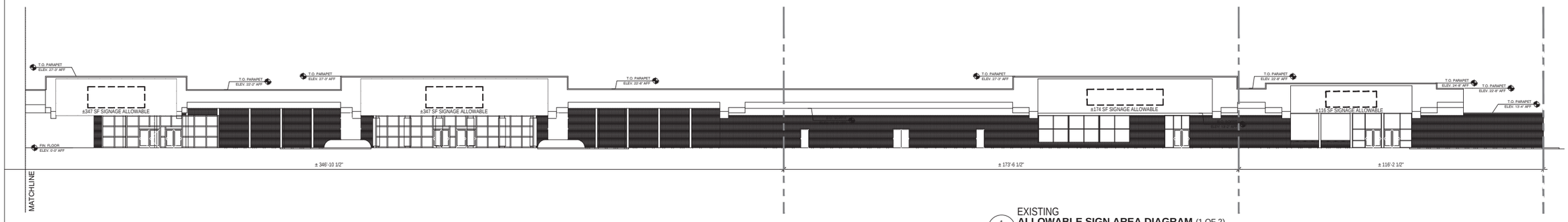


3 A1.0 EXISTING
ALLOWABLE SIGN AREA DIAGRAM (2 OF 2)
SCALE: 1/16" = 1'-0"

NOTE: MANY OF THE EXISTING TENANT SIGNS EXCEED THE CURRENT CODE, PERMITTED BY INDIVIDUALLY OBTAINED SIGN



2 A1.0 PROPOSED
ALLOWABLE SIGN AREA DIAGRAM (1 OF 2)
SCALE: 1/16" = 1'-0"



1 A1.0 EXISTING
ALLOWABLE SIGN AREA DIAGRAM (1 OF 2)
SCALE: 1/16" = 1'-0"

NOTE: MANY OF THE EXISTING TENANT SIGNS EXCEED THE CURRENT CODE, PERMITTED BY INDIVIDUALLY OBTAINED SIGN VARIANCES

ddr
Think Retail. Create Value.

THIS DRAWING IS FOR GENERAL INFORMATION PURPOSES ONLY. AS A GENERAL DESIGN, IT MAY NOT REFLECT ACTUAL CONDITIONS DEPICTED HEREON OR CONTAINED HEREWITH OR HEREIN FOR ILLUSTRATIVE MARKETING PURPOSES ONLY, ARE SUBJECT TO MODIFICATION WITHOUT NOTICE AND DO NOT CONSTITUTE REPRESENTATIONS OR WARRANTIES AS TO OWNERSHIP OF THE REAL PROPERTY DEPICTED HEREON OR THAT ANY IMPROVEMENTS WILL BE CONSTRUCTED OR THE IDENTITY OR NATURE OF ANY OCCUPANTS THEREIN.

MARKEPLACE OF BROWN DEER: PROPOSED SIGNAGE EXHIBIT

N GREEN BAY RD & W BROWN DEER RD,
BROWN DEER, WISCONSIN 53209

#	DATE	DRAWN BY	ISSUED FOR / REQUESTED BY
1	08.04.2015	E. NEWLAND	REQUESTED BY ANDREW IARUSSI

FILE NAME: Prop Variance Study_McBD_Brown Deer_WI_080315.dwg

TITLE:

OVERALL SIGNAGE EXHIBIT ELEVATIONS

DATE: **08/04/2015**
DWG TYPE: **EXHIBIT**
UNIT(S): *.*
SHEET:

A1.0

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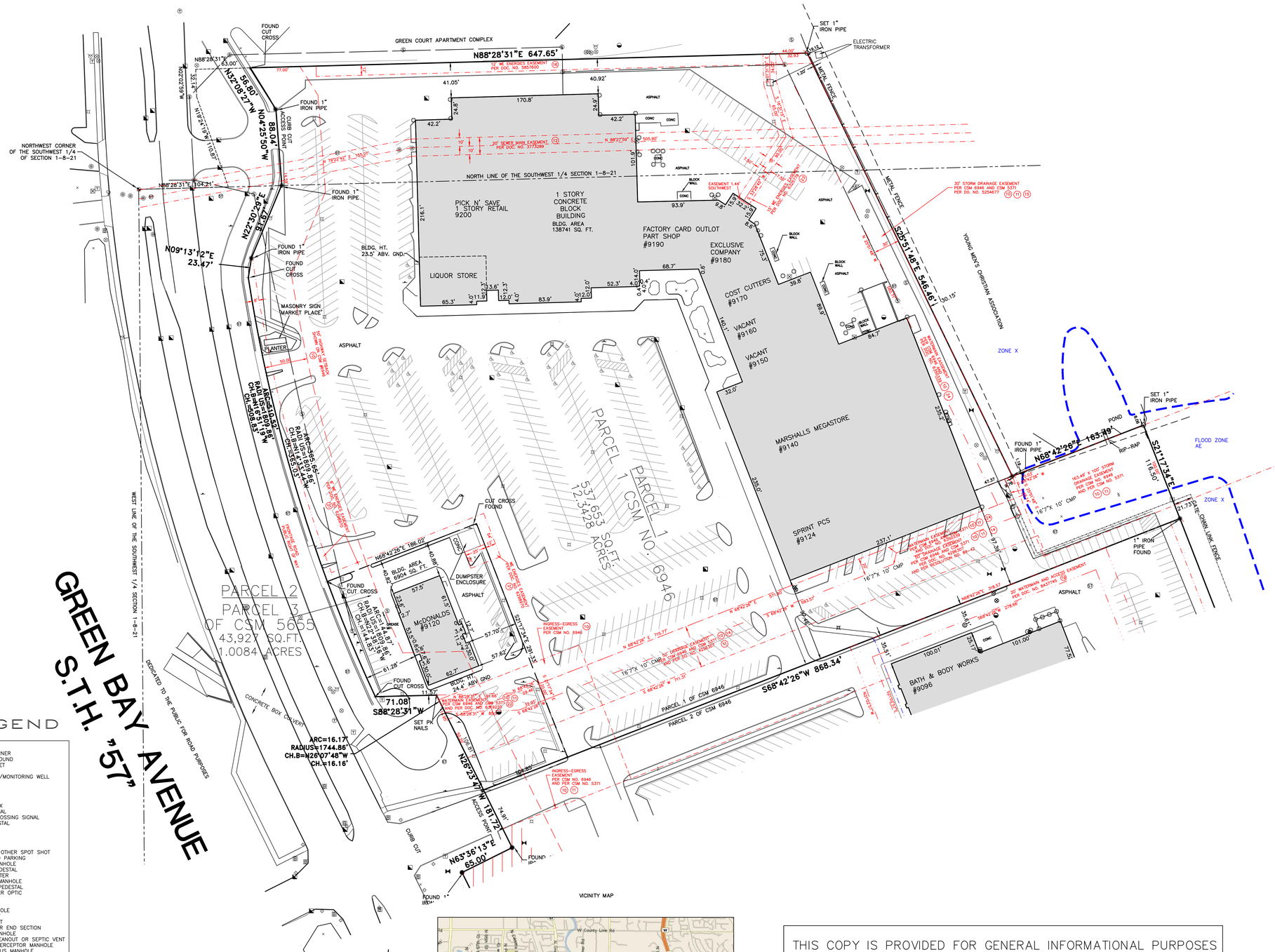
ALTA/ACSM LAND TITLE SURVEY



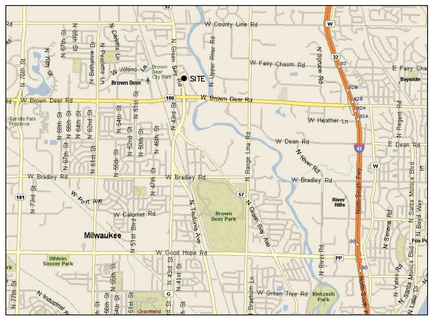
LEGEND

- △ BENCHMARK
- SECTION CORNER
- IRON PIPE FOUND
- IRON PIPE SET
- BOLLARD
- SOIL BORING/MONITORING WELL
- FLAGPOLE
- MAILBOX
- SIGN
- BILLBOARD
- CONTROL BOX
- TRAFFIC SIGNAL
- RAILROAD CROSSING SIGNAL
- CABLE PEDESTAL
- POWER POLE
- GUY POLE
- GUY WIRE
- LIGHT POLE
- GROUND OR OTHER SPOT SHOT
- HANDICAPPED PARKING
- ELECTRIC MANHOLE
- ELECTRIC PEDESTAL
- ELECTRIC METER
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- MARKED FIBER OPTIC
- GAS VALVE
- GAS METER
- STORM MANHOLE
- ROUND INLET
- SQUARE INLET
- STORM SEWER END SECTION
- SANITARY MANHOLE
- SANITARY CLEANOUT OR SEPTIC VENT
- SANITARY INTERCEPTOR MANHOLE
- MISCELLANEOUS MANHOLE
- WATER VALVE
- HYDRANT
- WATER SERVICE CURB STOP
- WATER MANHOLE
- WELL
- WATER SURFACE
- WETLANDS FLAG
- MARSH
- CONIFEROUS TREE
- DECIDUOUS TREE
- SHRUB

- —EDGE OF TREES
- S —SANITARY SEWER
- STO—STORM SEWER
- W —WATERMAIN
- G —MARKED GAS MAIN
- E —MARKED ELECTRIC
- OHW—OVERHEAD WIRES
- B —BUREAU ELEC. SERV.
- T —MARKED TELEPHONE
- TV—MARKED CABLE TV LINE
- FO—MARKED FIBER OPTIC

THE UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, UPON INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.

VICINITY MAP



THIS COPY IS PROVIDED FOR GENERAL INFORMATIONAL PURPOSES ONLY. IT IS NOT A CURRENT SURVEY AND IS NOT TO BE RELIED UPON FOR ANY PURPOSE. R.A. SMITH NATIONAL INC. ACCEPTS NO RESPONSIBILITY FOR ITS CONTENT.

Situated at 9124–9200 N. Green Bay Avenue, Village of Brown Deer, Milwaukee County, Wisconsin.

Parcel 1:

Parcel 1 of Certified Survey Map No. 6946, being a division of Parcels 1 and 2 of Certified Survey Map No. 5655 and lands all being a part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 1, in Township 8 North, Range 21 East in the Village of Brown Deer, Milwaukee County, Wisconsin, filed for record April 30, 2001, in Reel 5062, Image 1, as Document No. 8055988.

Parcel 2:

Parcel 3 of Certified Survey Map No. 5655 being a redivision of Parcels 1 and 2 of Certified Survey Map No. 5371, and lands all being a part of the Northwest 1/4, Northeast 1/4, Southwest 1/4, Southeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 1, Township 8 North, Range 21 East, in the Village of Brown Deer, Milwaukee County, Wisconsin, filed for record February 25, 1992, in Reel 2722, Image 563, as Document No. 6574976.

Parcel 3:

A Non–Exclusive Easement for the benefit of Parcels 1 and 2 for ingress and egress set forth in Declaration of Restrictions and Reciprocal Easements executed by Market Street Associates Limited Partnership, dated March 30, 1989, filed for record April 19, 1989, on Reel 2321, Image 1215, as Document No. 6269204, as modified by Reaffirmation of Declaration of Restrictions and Reciprocal Easements, by JDN Realty Corporation, dated March 9, 2005, filed for record March 15, 2005, as Document No. 08974428.

August 24, 2010 Brown Deer Center and Marketplace Drawing No.160458–CRW

A. Basis of Bearings
Bearings are based on the South line of the Northwest 1/4 of section 1 which is assumed to bear North 88°28'31" East.

B. Title Commitment
This survey was prepared based on First American Title Insurance Company title commitment number NCS–451679–CLE, effective date of July 22, 2010, which lists the following easements and/or restrictions from schedule B–II:

2–4. Visible evidence shown, if any.

1, 6–9, 18, 26–34. Not survey related

10. Highway Setback Restriction, Access Restriction, Noise Abatement Covenants, Watermain Easement, Storm Drainage Easement and Ingress & Egress Easement as set forth on Certified Survey Map No. 6946. Affects site by location – shown.

11. Ingress and Egress Easement, Utility Easement, Watermain and Storm Drainage Easements, Frontage Road Dedication and Sewer Easement, all as depicted on Certified Survey Map No. 5371, recorded on January 20, 1990, in Reel 2414, Image 1373, as Document No. 6350337. (Affects all parcels). Affects site by location – shown.

12. Easement granted by Holton & Hunkel Co., a Wisconsin Corporation, to Metropolitan Sewerage Commission of the County of Milwaukee, dated October 27, 1959, and recorded on November 2, 1959, in Volume 3983, Page 9, as Document No. 3773289. (Affects Parcel 1) Affects site by location – shown.

13. Limitation on access made by Edwin C. Hunkel and Carol H. Hunkel, and Holton & Hunkel Company to State of Wisconsin, dated March 21, 1962, and recorded on March 22, 1962, in Volume 4226, Page 95, as Document No. 3938758. (Affects all parcels) Affects site by location – general in nature, cannot be plotted.

14. Easement for Storm Sewer Granted by J.C.. Penney Company to Village of Brown Deer, dated December 15, 1966, recorded on January 9, 1967, in Reel 342, Image 517, as Document No. 4296307.

By Resolution No. 89–42 adopted by the Village Board of the Village of Brown Deer, a Certified Copy of which was recorded October 10, 1989, in Reel 2377, Image 1270, as Document No. 6319218. (Affects all parcels)– Affects site by location – shown.

15. Storm Drainage Easement granted by J.C. Penney Company, Inc. to Green Court Apartment Company, dated September 25, 1978, and recorded on September 26, 1978, in Reel 1148, Image 1720, as Document No. 5254677. (Affects Parcel 1) Affects site by location – shown.

16. Utility Easement granted by J.C. Penney Company, Inc., formerly J.C. Penney Company to Wisconsin Electric Power Company, its successors and assigns, dated March 15, 1985, and recorded on October 23, 1985, in Reel 1808, Image 659, as Document No. 5857600. (Affects Parcel 1) Affects site by location – shown.

17. Covenants, Conditions, Assessments, Charges, Easements and Restrictions set forth in Declaration of Restrictions, Reciprocal Easements, Easements and Charges and Assessments executed by Market Street Associates Limited Partnership, dated March 30, 1989, and recorded on April 19, 1989, in Reel 2321, Image 1215, as Document No. 6269204; Reaffirmation of Declaration of Restrictions and Reciprocal Easements dated March 9, 2005, and recorded on March 15, 2005, as Document No. 08974428. (Affects all parcels) Affects site by location – general in nature, cannot be plotted.

19. Terms and conditions contained in Dedication of Water Main and Access Easement Agreement, dated January 20, 2003, and recorded on January 24, 2003, in Reel 5504, Image 719, as Document No. 8437745. (Affects Parcel 1) Does not affect site by location – shown.

20. Development Agreement entered into by and between Market Street Associates Limited Partnership and the Village of Brown Deer, dated March 13, 1989, and recorded on April 27, 1989, in Reel 2324, Image 968, as Document No. 6271378.

Amendment to Development Agreement, dated January 10, 1990, and recorded on February 6, 1991, in Reel 2536, Image 1086, as Document No. 6455503.

Supplemental Development Agreement, dated July 16, 1990, and recorded on February 6, 1991, in Reel 2536, Image 1104, as Document No. 6455504.

Amendment to Development Agreement recorded on February 20, 1991, in Reel 2540, Image 801, as Document No. 6458977.

Amendment to Development Agreement recorded on February 20, 1991, in Reel 2540, Image810, as Document No. 6458978.

Second Supplemental Development Agreement, dated January 21, 1991, and recorded on March 8, 1991, in Reel 2545, Image 696, as Document No. 6462884; and re–recorded on October 7, 1991, in Reel 2628, Image 209, as Document No. 6529326.

Third Supplemental Agreement, dated September 19, 1994, and recorded on September 28, 1994, in Reel 3383, Image 216, as Document No. 7007131.

Fourth Supplemental Agreement, dated May 14, 2001, and recorded on December 7, 2001, in Reel 5217, Image 450, as Document No. 8180996.

(Affects all parcels) Affects site by location – general in nature, cannot be plotted.

21. Utility Easement granted by Market Street Associates Limited Partnership and McDonald's Corporation to Wisconsin Electric Power Company, its successors and assign, by an instrument dated June 8, 1989, and recorded on August 2, 1989, in Reel 2354, Image 1049, as Document No. 6298970. (Affects all parcels) Affects site by location – shown.

22. Easement granted by Market Street Associates Limited Partnership to Village of Brown Deer, dated August 22, 1989, and recorded on October 10, 1989, in Reel 2377, Image 1279, as Document No. 6319220. (Affects all parcels) Affects site by location – shown.

23. Utility Easement granted by Market Street Associates Limited Partnership to Wisconsin Electric Power Company, its successors and assigns, by an instrument dated September 22, 1989, and recorded on November 1, 1989, in Reel 2385, Image 1023, as Document No. 6325779. (Affects Parcel 1) Affects site by location – shown.

24. Easement granted by Market Street Associates Limited Partnership to the Village of Brown Deer, dated August 22, 1989, and recorded on January 29, 1990, in Reel 2414, Image 1379, as Document No. 6350339. (Affects all parcels) Affects site by location – shown.

25. Access Easement Agreement granted by Market Street Associates Limited Partnership to The YMCA of Metropolitan Milwaukee, Inc., dated January 4, 1998, and recorded on February 9, 1998, in Reel 4240, Image 1604, as Document No. 7486373. (Affects Parcel 1) Affects site by location – shown.

C. Flood Note
According to flood insurance rate map of the Village of Brown Deer, community panel number 55079C0037E, effective date of September 26, 2008, this site falls in zone X (areas determined to be outside the 0.2% annual chance floodplain) and AE (the floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights)

D. Parking Spaces
There are 652 regular and 35 handicapped parking spaces marked on this site.

F. Municipal Zoning
The basic zoning information listed below is taken from municipal codes and does not reflect all regulations that may apply – site is zoned BPD Business Planned Development. Building Location and parking ratios were approved by the plan commission at the time of development.

G. Notes

There is no observable evidence of earth moving work, building construction or building additions within recent months.

There are no changes in street right of way lines either completed or proposed, and available from the controlling jurisdiction. There is no observable evidence of recent street or sidewalk construction or repairs.

There is no observable evidence of site used as a solid waste dump, sump or sanitary landfill.

Flood Line scaled from the current FEMA flood map.

H. Drawing Revisions

September 9, 2010	Revise Survey Certificate	Revision No.1–CRW
September 10, 2010	Revise Survey Certificate	Revision No.2–CRW

R.A. Smith National, Inc.
Beyond Surveying and Engineering
16745 W. Bluemound Road, Brookfield WI 53005-5938
262-781-1000 Fax 262-797-7373, www.rasmithnational.com

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SHEET 1 OF 2

R.A. Smith National, Inc.

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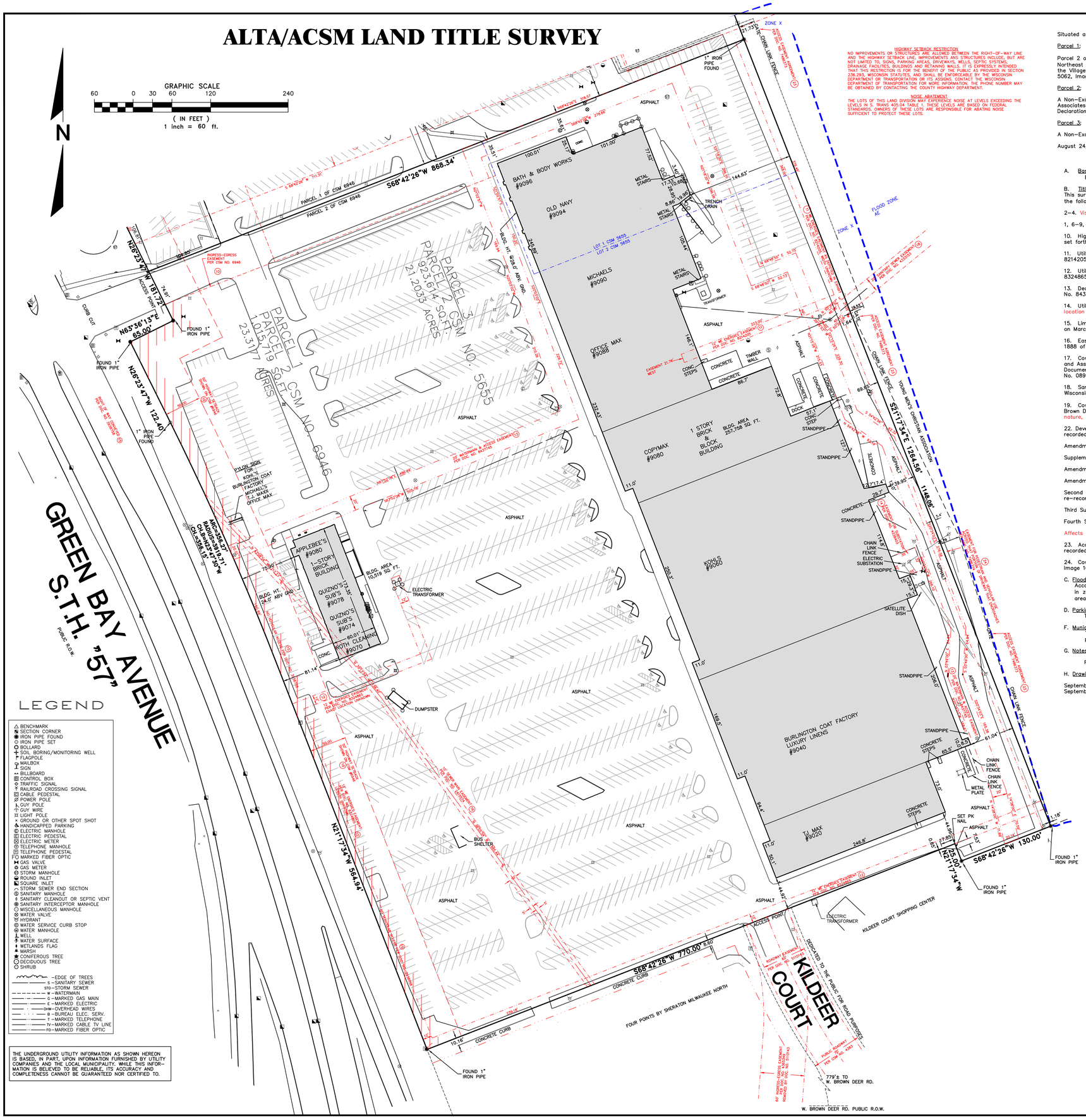
ALTA/ACSM LAND TITLE SURVEY



Situated at 9020–9094 N. Green Bay Avenue, Village of Brown Deer, Milwaukee County, Wisconsin.

Parcel 1:

Parcel 2 of Certified Survey Map No. 6946, being a re–division of Parcels 1 and 2 of Certified Survey Map No. 5655 and lands all being a part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 1, in Township 8 North, Range 21 East, in the Village of Brown Deer, Milwaukee County, Wisconsin. Said certified survey map was recorded in the Milwaukee County Register of Deeds Office on April 30, 2001, in Reel 5062, Image 1, as Document No. 8055988.

Parcel 2:

A Non–Exclusive Easement for the benefit of Parcel 1 for ingress and egress set forth in Declaration of Restrictions and Reciprocal Easements executed by Market Street Associates Limited Partnership, dated March 30, 1989, and recorded on April 19, 1989, in Reel 2321, Image 1215, as Document No. 6269204, as modified by Reaffirmation of Declaration of Restrictions and Reciprocal Easements dated March 9, 2005, and recorded on March 15, 2005, as Document No. 08974428.

Parcel 3:

A Non–Exclusive Easement set forth in Driveway Easement Agreement, dated February 4, 1998, and recorded on February 9, 1998, as Document No. 7486374.

August 24, 2010 | Brown Deer Center and Marketplace | Drawing No.160458–CRW

A. Basis of Bearings
Bearings are based on the South line of the Northwest 1/4 of Section 1 which is assumed to bear North 88°28'31" East.

B. Title Commitment
This survey was prepared based on First American Title Insurance Company title commitment number NCS–451684–CLE, effective date of July 22, 2010, which lists the following easements and/or restrictions from schedule B–II:

2–4. Visible evidence shown, if any

1, 6–9, 20–21, 25–33. Not survey related

10. Highway Setback Restriction, Access Restriction, Noise Abatement Covenants, Watermain Easement, Storm Drainage Easement and Ingress & Egress Easement as set forth on Certified Survey Map No. 6946. Affects site by location – shown.

11. Utility Easement granted to Wisconsin Electric Power Company by an instrument recorded on January 29, 2002, in Reel 5252, Image 6400, as Document No. 8214205. Affects site by location – shown.

12. Utility Easement granted to Wisconsin Electric Power Company by an instrument recorded on August 8, 2002, in Reel 5383, Image 821, as Document No. 8324865. Affects site by location – shown.

13. Dedication of Water Main and Access Easement Agreement, dated January 20, 2003, and recorded on January 24, 2003, in Reel 5504, Image 719, as Document No. 8437745. Affects site by location – shown.

14. Utility Easement granted to Wisconsin Electric Power Company by instrument recorded in Reel 375, Image 1284, as Document No. 4338403. Affects site by location – shown.

15. Limitation on access made by Edwin C. Hunkel and Carol H. Hunkel, and Holton & Hunkel Company to State of Wisconsin, dated March 21, 1962, and recorded on March 22, 1962, in Volume 4226, Page 95, as Document No. 3938758. Affects site by location – general in nature, cannot be plotted.

16. Easement granted by Herman V. Hunkel and Margaret L. Hunkel to Village of Thiensville, dated December 9, 1941, and recorded on March 5, 1943, in Volume 1888 of Deeds, Page 520, as Document No. 2415574. Affects site by location – shown.

17. Covenants, Conditions, Assessments, Charges, Easements and Restrictions set forth in Declaration of Restrictions, Reciprocal Easements, Easements and Charges and Assessments executed by Market Street Associates Limited Partnership, dated March 30, 1989, and recorded on April 19, 1989, in Reel 2321, Image 1215, as Document No. 6269204; Reaffirmation of Declaration of Restrictions and Reciprocal Easements dated March 9, 2005, and recorded on March 15, 2005, as Document No. 08974428. Affects site by location – general in nature, cannot be plotted.

18. Sanitary Sewer Easement by and between J.C. Penney Company, a Delaware corporation, to Village of Brown Deer, a municipal corporation of the State of Wisconsin, dated June 6, 1967, and recorded on July 26, 1967, in Reel 371, Image 1090, as Document No. 4333153. Affects site by location – shown.

19. Covenants, Conditions and Restrictions set forth in Agreement made by and between J.C. Penney Company, Inc., Hardee's of Milwaukee, Inc. and the Village of Brown Deer, dated October 9, 1984, and recorded on April 25, 1985, in Reel 1746, Image 875, as Document No. 5804818. Affects site by location – general in nature, cannot be plotted.

22. Development Agreement entered into by and between Market Street Associates Limited Partnership and the Village of Brown Deer, dated March 13, 1989, and recorded on April 27, 1989, in Reel 2324, Image 968, as Document No. 6271378.

Amendment to Development Agreement, dated January 10, 1990, and recorded on February 6, 1991, in Reel 2536, Image 1086, as Document No. 6455503.

Supplemental Development Agreement, dated July 16, 1990, and recorded on February 6, 1991, in Reel 2536, Image 1104, as Document No. 6455504.

Amendment to Development Agreement recorded on February 20, 1991, in Reel 2540, Image 801, as Document No. 6458977.

Amendment to Development Agreement recorded on February 20, 1991, in Reel 2540, Image 810, as Document No. 6458978.

Second Supplemental Development Agreement, dated January 21, 1991, and recorded on March 8, 1991, in Reel 2545, Image 696, as Document No. 6462884; and re–recorded on October 7, 1991, in Reel 2628, Image 209, as Document No. 6529326.

Third Supplemental Agreement, dated September 19, 1994, and recorded on September 28, 1994, in Reel 3383, Image 216, as Document No. 7007131.

Fourth Supplemental Agreement, dated May 14, 2001, and recorded on December 7, 2001, in Reel 5217, Image 450, as Document No. 8180996.

Affects site by location – general in nature, cannot be plotted.

23. Access Easement Agreement granted by Market Street Associates Limited Partnership to The YMCA of Metropolitan Milwaukee, Inc., dated January 4, 1998, and recorded on February 9, 1998, in Reel 4240, Image 1604, as Document No. 7486373. Affects site by location – shown.

24. Covenants, conditions and restrictions set forth in Driveway Easement Agreement, dated February 4, 1998, and recorded on February 9, 1998, in Reel 4240, Image 1611, as Document No. 7486374. Affects site by location – shown.

C. Flood Note
According to flood insurance rate map of the Village of Brown Deer, community panel number 55079C0037E, effective date of September 26, 2008, this site falls in zone: X (areas determined to be outside the 0.2% annual chance floodplain) and AE (the floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights)

D. Parking Spaces
There are 1298 regular and 48 handicapped parking spaces marked on this site.

F. Municipal Zoning
The basic zoning information listed below is taken from municipal codes and does not reflect all regulations that may apply – site is zoned BPD Business planned development. Building location and parking ratios were approved by the plan commission at the time of development.

G. Notes

Flood Line scaled from the current FEMA flood map.

H. Drawing Revisions

September 9, 2010	Revise Survey Certificate	Revision No.1–CRW
September 10, 2010	Revise Survey Certificate	Revision No.2–CRW

LEGEND

- △ BENCHMARK
- SECTION CORNER
- IRON PIPE FOUND
- IRON PIPE SET
- BOLLARD
- SOIL BORING/MONITORING WELL
- FLAGPOLE
- MAILBOX
- SIGN
- BILLBOARD
- CONTROL BOX
- TRAFFIC SIGNAL
- RAILROAD CROSSING SIGNAL
- CABLE PEDESTAL
- POWER POLE
- GUY POLE
- GUY WIRE
- LIGHT POLE
- GROUND OR OTHER SPOT SHOT
- HANDICAPPED PARKING
- ELECTRIC MANHOLE
- ELECTRIC PEDESTAL
- ELECTRIC METER
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- FO MARKED FIBER OPTIC
- GAS VALVE
- GAS METER
- STORM MANHOLE
- ROUND INLET
- SQUARE INLET
- STORM SEWER END SECTION
- SANITARY MANHOLE
- SANITARY CLEANOUT OR SEPTIC VENT
- SANITARY INTERCEPTOR MANHOLE
- MISCELLANEOUS MANHOLE
- WATER VALVE
- HYDRANT
- WATER SERVICE CURB STOP
- WATER MANHOLE
- WELL
- WATER SURFACE
- WETLANDS FLAG
- MARSH
- CONIFEROUS TREE
- DECIDUOUS TREE
- SHRUB

- EDGE OF TREES
- S – SANITARY SEWER
- STO – STORM SEWER
- W – WATERMAIN
- G – MARKED GAS MAIN
- E – MARKED ELECTRIC
- OHW – OVERHEAD WIRES
- B – BUREAU ELEC. SERV.
- T – MARKED TELEPHONE
- TV – MARKED CABLE TV LINE
- FO – MARKED FIBER OPTIC

THE UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, UPON INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.

THIS COPY IS PROVIDED FOR GENERAL INFORMATIONAL PURPOSES ONLY. IT IS NOT A CURRENT SURVEY AND IS NOT TO BE RELIED UPON FOR ANY PURPOSE. R.A. SMITH NATIONAL INC. ACCEPTS NO RESPONSIBILITY FOR ITS CONTENT.

R.A. Smith National, Inc.
Beyond Surveying and Engineering
16745 W. Bluemound Road, Brookfield WI 53005-5938
262-781-1000 Fax 262-797-7373, www.rasmithnational.com

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R.A. Smith National, Inc.

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MARKET PLACE SHOPPING CENTER SIXTH
SUPPLEMENTAL DEVELOPMENT AGREEMENT

This **SUPPLEMENTAL DEVELOPMENT AGREEMENT** entered into this _____ day of _____, 2015 (hereinafter referred to as the "Development Agreement" or in the alternative the "Agreement"), by and between **BRE DDR BROWN DEER MARKET LLC**, (hereinafter referred to as the "Developer"), and the **VILLAGE OF BROWN DEER**, a municipal corporation, Milwaukee County, Wisconsin (hereinafter referred to as "Brown Deer" or the "Village").

WITNESSETH:

WHEREAS, the Developer intends to deviate from Village ordinance for ground signs and wall signs at the "Market Place of Brown Deer", Tax Key Nos. 027-9000-022 and 027-9000-023 (more specifically described in Exhibit 1 and known as the "Development") pursuant to Sec. 121-251; and

WHEREAS, the original Development Agreement between Market Street Associates Limited Partnership and the Village for development of "Market Place of Brown Deer", a shopping center development located in the Business Planned Development District in the 9000 and 9100 blocks of North Green Bay Road, was recorded in the Office of the Register of Deeds, Milwaukee County, Wisconsin, on April 27, 1989, as Document No. 6271378, Reel 2324, Images 968-1014, inclusive; and

WHEREAS, said agreement was subsequently modified in:

I) A Supplemental Agreement recorded on February 6, 1991 as Document No. 6455504
II) A Second Supplemental Agreement recorded on March 8, 1991 as Document No. 6462884 and re-recorded on October 7, 1991, as Document No. 6529326
III) A Third Supplemental Agreement recorded on September 28, 1994 as Document No. 7007131
IV) A Fourth Supplemental Development Agreement recorded on December 7, 2001 as Document No. 8180996; and
V) A Fifth Supplemental Development Agreement recorded on August 17, 2012 as Document No. 10151284; and

WHEREAS, an application has been made to the Village by the Developer for approval of this Agreement authorizing and governing the operation of the Development; and

WHEREAS, said Development is located in the BPD Planned Development District and the covenants contained herein are necessary to provide for the harmonious, orderly and consistent development of the neighborhood in which the Development is located; and

WHEREAS, this Development Agreement shall be the plan of operations and shall be deemed to be in compliance with Sec.121-249 and 121-251 of the Brown Deer Village Code if favorably approved by the Village Board; and

NOW, THEREFORE, the parties in consideration of the mutual covenants herein contained agree as follows:

1. The Village grants approval of an exception to Sec. 121-326 of the Village of Brown Deer Village Code relating to wall signs and grounds. The standards for the buildings and grounds as identified Exhibit 1 shall no correspond to the parameters established in Exhibit 2 hereof.

2. The developer agrees that all permits/licenses/approvals shall be obtained prior to installing any signage and further agrees that all new signage shall be reviewed by the Village of Brown Deer Building Board for aesthetic considerations with the ability of the Board to regulate to a higher standard than what is contained in this agreement or Village ordinance.

4. If there are any code, law, ordinance or regulation violations, deficiencies, or any hazardous conditions with respect to any use of the Development, or any Building or site improvements on the Development, the Developer shall correct any hazardous conditions promptly after becoming aware of such hazardous conditions and shall correct any other deficiencies or violations within thirty (30) days of written notification, to the extent such deficiencies or violations can reasonably be corrected within such time period. In the event the deficiencies or violations cannot be corrected within thirty (30) days of written notification, then such violations or deficiencies shall be corrected as soon as reasonably practicable. This provision does not limit the Village from taking any other action to enforce any provisions of the Village ordinances or this Agreement.

5. The covenants, agreements, restrictions and provisions herein contained constitute covenants running with the land and shall be binding on all parties, their heirs, assigns and successors having an interest in the land affected hereby for a period of twenty-five (25) years from the date this instrument is recorded, after which time this instrument shall automatically be extended for successive periods of ten (10) years. However, upon a showing of reasonable cause, the Board of the Village may relieve the Developer from such covenants, agreements, restrictions, or any of them, before the expiration of twenty-five (25) years or thereafter by the adoption of a resolution so doing. The covenants herein contained may be enforced by proceedings at law or in equity by the Village against any person or persons violating or attempting to violate the same. At such time as Developer transfer or conveys any interest in the Development (after completion thereof and issuance of a final certificate of occupancy), any transferee shall then be liable for all obligations hereunder that arise after the date of such transfer.

9. The invalidity of any of the covenants herein contained declared by any judgment or court order shall in no way affect any of the other provisions herein contained which shall remain in full force and effect.

10. This Development Agreement is hereby approved, including the attached Exhibits “1 and 2”, and is accepted as meeting the criteria set forth in the Village of Brown Deer Village Code for the regulation of the BPD-Business Planned Development District.

11. All notices hereunder must be in writing and shall be deemed validly given if sent via fax to the number listed below, delivered personally, or is sent by certified mail, return receipt requested, addressed as follows:

If to Village, to:	Community Services Department Village of Brown Deer 4800 W. Green Brook Drive Brown Deer, WI 53223-2496 Fax (414) 371- 2999
If to Developer, to:	DDR MDT Brown Deer Market LLC c/o DDR Corp. 3300 Enterprise Parkway Beachwood, OH 44122 Attention: Executive Vice President of Development & Redevelopment

If to Developer, to: DDR MDT Brown Deer Market LLC
c/o DDR Corp.
3300 Enterprise Parkway
Beachwood, OH 44122
Attention: General Counsel

THIS SPACE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereunto set their respective hands and seals on the date first written above.

"**DEVELOPER**"

DDR MDT BROWN DEER MARKET LLC
a Delaware limited liability company

BY: _____
Title:

Date: _____

STATE OF OHIO)
) SS
CUYAHOGA)

Personally came before me this _____ day of _____, 20__ A.D., the above-named _____, the _____ of DDR MDT Brown Deer Market LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of said limited liability company, by its authority.

_____

*_____,

Notary Public, _____ County, _____ (state)

My commission expires: _____

* Print Name of Notary Public

"VILLAGE"

VILLAGE OF BROWN DEER

Dated: _____ By: _____

Name: _____

Title: President_____

Dated: _____ By: _____

Name: _____

Title: Clerk_____

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, A.D., 20___, CARL KRUEGER, President, and JILL KENDA-LUBETSKI, Clerk, of the VILLAGE OF BROWN DEER, a Wisconsin Municipal Corporation, to me known to be the persons who executed the foregoing instrument and acknowledged the same, as the act and deed of said corporation, by its authority.

_____

*_____,

Notary Public, _____ County, Wisconsin

My commission expires: _____

* Print Name of Notary Public

This instrument was drafted by:
Nathaniel Piotrowski, Community Development Director

Return to:
Nathaniel Piotrowski
Village of Brown Deer
4800 W. Green Brook Dr.
Brown Deer, WI 53223

Exhibit 1 – Legal Description

Parcel 1 and 2 of Certified Survey Map No. 6946 , being part of the Northwest ¼ and the Southwest ¼ of Section 1, Town 8 North, Range 21 East, in the Village of Brown Deer, Milwaukee County, Wisconsin. Tax Keys # 027-9000-022 and 027-9000-023.

KOHL'S
Burlington
Michaels
T·J·maxx
OfficeMax
COPYMAX

Marketplace
of BROWN DEER
Pick 'n Save
hhgregg
The Tile Shop
Sprint
NOW LEASING
Party City

the
Wheaton
Franciscan
Brown Deer Campus
HEALTHY LIFESTYLE VILLAGE
Wheaton Franciscan
Medical Group
Walter
Schroeder
Aquatic Center
9240-9250-9252

REQUEST FOR CONSIDERATION

COMMITTEE: Finance & Public Works, Village Board

ITEM DESCRIPTION: 2015 Sanitary Sewer Re-Lining Project – Bid Results

PREPARED BY: Matthew S. Maederer, PE, Director of Public Works/Village Engineer

REPORT DATE: July 30, 2015

MANAGER'S REVIEW/COMMENTS:

☐ No additional comments to this report.

☐ See additional comments attached.

RECOMMENDATION: Approval of the contract award to Terra Engineering & Construction Corporation for the 2015 Sanitary Sewer Re-Lining Project

EXPLANATION:

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.

The DPW received three (3) bids for the work which were publicly opened at 10:00am on Thursday, July 30th, 2015 for the 2015 Sanitary Sewer Re-Lining Project. The results are as follows:

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

FUNDING:

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).

Summary:

Low Bid: $220,485.00

Budget: $275,000.00

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

PROJECT:
2015 Sanitary Sewer Re-Lining
Village of Brown Deer
Milwaukee County, WI

BID DEADLINE:
July 30th, 2015 at 10:00am

	DESCRIPTION	UNITS	QUANTITY	Terra Engineering & Construction Corporation		Michels Pipe Services a div. of Michels Corp.		Visu-Sewer, Inc.	
				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
Sewer Projects		$275,000	$150,000			
Inflow/Infiltration Control	SAN/15/01	~~$325,000~~	~~$200,000~~			$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
Sewer Total		$615,000	$200,000	$100,000	$10,000	$305,000
StormWater Projects						
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
StormWater Total		$2,138,000	$190,000	$448,000	$0	$1,500,000
Water Projects						
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	
Water Total		$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

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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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 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 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 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 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

PREQUALIFICATION STATEMENT

To: Village of Brown Deer, WI

Submitted herewith for your consideration, pursuant to Sec. 66.0901 Wis. Statutes, is a statement of qualification of the undersigned to furnish the necessary labor, materials and skills required to enter upon and complete Public Works contracts to be let by the Municipality through its several departments.

1.) IDENTIFICATION

A.) Official firm name:_____

B.) Office telephone:_____

C.) Address:_____
(Street) (City) (State) (Zip Code)

D.) Number of years in business under present firm name:_____

E.) Class of work in which firm is seeking qualification:_____

F.) Please check one:

(1.) Corporation____ (2.) Co-Partnership____ (3.) Individual____

G.) Current principal individuals:

(If Corporation, answer below):	(If Co-Partnership, answer below):
President_____	Name of Partner_____
Vice-Pres._____	Name of Partner_____
Secretary_____	(If a Sole Trader, answer below):
Treasurer_____	Name of Sole Trader_____

H.) If a Corporation, answer below:

1.) Date licensed to do business in Wisconsin:_____

2.) When incorporated:_____ 3.) In what State:_____

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 <u>at no change in the contract price</u>.

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 (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	**DEPARTMENTAL ORDER**

ISSUE DATE: 7/7/2015

PROJECT:

2015 SANITARY SEWER RE-LINING
BROWN DEER VILLAGE, MILWAUKEE COUNTY, WI
Determination No. 201502121 [Owner Project No. 1150400]

PROJECT OWNER:	REQUESTER:
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
ADDITIONAL CONTACT:	
CHRIS M STAMBORSKI, PROJECT ENGINEER R A SMITH NATIONAL INC 16745 W BLUEMOUND RD STE 200 BROOKFIELD, WI 53005	**NOTE:** The Requester must provide a copy of this Project Determination and enclosures to the Project Owner and Additional Contact.

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.

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.

Enclosures

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 **FINAL ORDER** of the department unless a timely request for an administrative review is filed with the department.

ISSUED BY:

Equal Rights Division
Labor Standards Bureau
Construction Wage Standards Section
P.O. Box 8928, Madison, WI 53708-8928
(608)266-6861

Web Site: http://dwd.wisconsin.gov/er/

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

CLASSIFICATION:	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm.
OVERTIME:	Time and one-half must be paid for all hours worked: - over 10 hours per day on prevailing wage projects - over 40 hours per calendar week - Saturday and Sunday - on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25; - The day before if January 1, July 4 or December 25 falls on a Saturday; - The day following if January 1, July 4 or December 25 falls on a Sunday. Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime. A DOT Premium (discussed below) may supersede this time and one-half requirement.
FUTURE INCREASE:	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
PREMIUM PAY:	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whevenever such pay is applicable.
DOT PREMIUM:	This premium only applies to highway and bridge projects owned by the Wisconsin Department of Transportation and to the project type heading "Airport Pavement or State Highway Construction." DO NOT apply the premium calculation under any other project type on this determination.
APPRENTICES:	Pay apprentices a percentage of the applicable journeyperson's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
SUBJOURNEY:	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.

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

The following statutory provisions apply to 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.

BUILDING OR HEAVY CONSTRUCTION

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

SKILLED TRADES

Fringe Benefits Must Be Paid On All Hours Worked

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
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 $1.35on 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

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
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

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
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 Loftsman; Add $.75/hr for Sheet Piling Loftsman. 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	Roofer or Waterproofer 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

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
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

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
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

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
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

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
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

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
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

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
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

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. 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

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
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

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
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

SEWER, WATER OR TUNNEL CONSTRUCTION

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

SKILLED TRADES

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
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

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
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

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
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

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
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

HEAVY EQUIPMENT OPERATORS
SEWER, WATER OR TUNNEL WORK

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
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

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
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

LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION

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

SKILLED TRADES

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
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

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
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

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
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

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add $1.25/hr on 6/1/2015; Add $1.30/hr on 6/1/2016; Add $1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm.	37.72	21.15	58.87
542	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: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm.	37.22	21.15	58.37

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
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 Sawer (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: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm.	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

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
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

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
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: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm.	37.22	21.15	58.37

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. 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.	36.17	20.80	56.97
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler. Future Increase(s): Add $1.25/hr on 6/1/2015; Add $1.30/hr on 6/1/2016; Add $1.25/hr on 6/1/2017.	36.17	20.80	56.97

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
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: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm.	36.17	21.15	57.32
556	Fiber Optic Cable Equipment.	27.89	17.20	45.09

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

Department of Workforce Development
Equal Rights Division
P.O. Box 8928
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Telephone: (608) 266-6860
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STATE OF WISCONSIN
DWD
Department of Workforce Development

Scott Walker, Governor
Reginald J. Newson, Secretary

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

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STATE OF WISCONSIN
DWD
Department of Workforce Development

Scott Walker, Governor
Reginald J. Newson, Secretary

PREVAILING WAGE – Public Entity Project Owners

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

Thresholds

A "single-trade project of public works" means a project in which a single trade accounts for 85% or more of the total labor cost of the project. The single trade threshold is $48,000.

A "multiple-trade project of public works" means a project in which no single trade accounts for 85% or more of the total labor cost of the project.

(a) The multiple-trade threshold is $100,000, unless a municipality falls under the description in (b).

(b) The multiple-trade threshold of $234,000 applies to public works projects erected, constructed, repaired, remodeled, or demolished by a private contractor for •a city or village with a population less than 2500 or •a town.

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

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

http://dwd.wisconson.gov/er/prevailing_wage_rate/pw_online_determinations.htm

- 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/prevailing_wage_rate/default.htm. For further assistance, call the Equal Rights Division at 608-266-6861 and ask for prevailing wage.

State of Wisconsin
Department of Workforce Development
Equal Rights Division
Labor Standards Bureau

POST THE WHITE SHEET

As the public entity receiving this prevailing wage rate determination, YOU ARE REQUIRED by law to post the prevailing wage rate determination (i.e., white sheet) in at least one conspicuous and easily accessible place on the project site that is available to all construction workers. The white sheet must remain posted from the onset of the project until all construction labor on the project has been completed.
[*See,* Wis. Admin. Code §DWD 290.12(1)]

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

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

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

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.

Name of Contractor	Address	Effective Date	Termination Date	Cause Code	Date of Violation(s)	Limitations/ Deviations
A-1 Duran Roofing & Insulation Services, Inc.	3700 N Fratney St Milwaukee, WI 53212 or 8095 NW 64th St Miami, FL 33166	11/1/14	10/31/17	1, 2 and 4	2011-2012	None
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 65th 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

Name of Contractor	Address	Effective Date	Termination Date	Cause Code	Date of Violation(s)	Limitations/ Deviations
Christiansen, Andy	*See,* Arnie Christiansen Mason Contractors, LLC					
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

Name of Contractor	Address	Effective Date	Termination Date	Cause Code	Date of Violation(s)	Limitations/ Deviations
Jinkins, Richard	*See,* Castlerock Commercial Construction, Inc					
Mid-W Enterprises, Inc	1730 22nd 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.

Department of Workforce Development
Equal Rights Division
P.O. Box 8928
Madison, WI 53708-8928
Telephone: (608) 266-6860
Fax: (608) 267-4592
TTY: (608) 264-8752

STATE OF WISCONSIN
DWD
Department of Workforce Development

Scott Walker, Governor
Reginald J. Newson, Secretary

PREVAILING WAGE – Contractors

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

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

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

- Notify subcontractors that if DWD finds that a contractor or subcontractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.

- Apply to DWD for subjourney wage rates prior to employing these individuals on the project.

- Receive and retain a completed Affidavit of Compliance from each subcontractor brought on to the project before providing final payment to those subcontractors.

- Submit a completed Affidavit of Compliance to the contractor who brought the subcontractor on to the project before receiving final payment for the project.

- Maintain payroll records for 3 years that comply with §§66.0903(10)(a) or 103.49(5)(a), Stats. and DWD 274.06.

- Respond to requests from DWD or the project owner to provide payroll records and/or respond to prevailing wage complaints filed by employees or third parties.

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

State of Wisconsin
Department of Workforce Development
Equal Rights Division

Disclosure of Ownership

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

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

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

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

(A) The contractor, or a shareholder, officer or partner of the contractor:

(1) Owns at least a 25% interest in the "other construction business," indicated below, on the date the contractor submits a bid or completes negotiations; or

(2) Has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.

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

Other Construction Business

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

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

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

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

State of Wisconsin
Department of Workforce Development
Equal Rights Division

Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination

Authorization for this form is provided under Sections 66.0903(9)(c), 66.0904(7)(c) and 103.49(4r)(c) Wisconsin Statutes.
The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.
Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1)(m), Wisconsin Statutes].

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

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

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

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

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

List of Agents and Subcontractors

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

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

State of Wisconsin
Department of Workforce Development
Equal Rights Division

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 _____)	Project Name	
	DWD Determination Number	Project Number (if applicable)
)SS	Date Determination Issued	Date of Subcontract
County Of _____)	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		
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Telephone Number ( )			Telephone Number ( )		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ( )			Telephone Number ( )		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ( )			Telephone Number ( )		

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

State of Wisconsin
Department of Workforce Development
Equal Rights Division
Labor Standards Bureau

Request to Employ Subjourneyperson

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.
Personal information you provide may be used for secondary purposes (Privacy Law, s. 15.04(1)(m), Wisconsin Statutes].
The employer indicated below requests that the Department of Workforce Development (DWD) determine the prevailing wage rate(s) and related qualifications to enable such employer to use a subjourneyperson(s) on the following prevailing wage project, in accordance with the provisions of Section DWD 290.025, Wisconsin Administrative Code.

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

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

Requester Signature	Date Signed

MAIL the completed request to:
EQUAL RIGHTS DIVISION, LABOR STANDARDS BUREAU
PO BOX 8928, MADISON WI 53708
OR
FAX the completed request to: (608) 267-4592 / **DO NOT e-mail your request.**
Call (608) 266-6861 for assistance in completing this form.

ADDITIONAL GENERAL PREVAILING WAGE LAW INFORMATION

(This document updated February 2014)

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

Topic	Who's affected?	Brief description of requirement under §66.0903 or §103.49
Non-applicability	All public entities	Prevailing wage rates do not apply to minor service or maintenance work, warranty work, or work under a supply and installation contract.
Non-applicability: Minor service or maintenance work	Local governmental units & Contractors	Minor service or maintenance work means a project of public works that is limited to • minor crack filling, chip or slurry sealing, or other minor pavement patching, not including overlays, that has a projected life span of no longer than 5 years or that is performed for a TOWN and is not funded under §86.31, regardless of projected life span; • the depositing of gravel on an existing gravel road applied solely to maintain the road; • road shoulder maintenance; • cleaning of drainage or sewer ditches or structures; or • any other limited, minor work on public facilities or equipment that is routinely performed to prevent breakdown or deterioration.
Non-applicability: Minor service or maintenance work	State agencies	Minor service or maintenance work means a project of public works that is limited to • minor crack filling, chip or slurry sealing, or other minor pavement patching, not including overlays, that has a projected life span of no longer than 5 years; • cleaning of drainage or sewer ditches or structures; or • any other limited, minor work on public facilities or equipment that is routinely performed to prevent breakdown or deterioration.
Non-applicability: Supply & installation contract	All public entities	Supply and installation contract means a contract under which the material is installed by means of simple fasteners or connectors such as screws or nuts and bolts and no other work is performed on the site of the project of public works, and the total labor cost to install the material does not exceed 20 percent of the total cost of the contract.
Non-applicability: Work which a contractor or individual donates to a public entity	All public entities	Prevailing wage laws §§66.0903 & 103.49, Stats., do not apply to work performed on a project of public works for which the local governmental unit or the state or the state agency contracting for the project is not required to compensate any contractor, subcontractor, contractor's or subcontractor's agent, or individual for performing the work.

Topic	Who's affected?	Brief description of requirement under §66.0903 or §103.49
Non-applicability: Residential	All public entities	A prevailing wage rate determination is not required for the erection, construction, repair, remodeling, or demolition of a residential property containing 2 dwelling units or less.
Non-applicability: Residential subdivision infrastructure	All public entities	A prevailing wage rate determination is not required for a road, street, bridge, sanitary sewer, or water main project that is a part of a development in which at least 90 percent of the lots contain or will contain 2 dwelling units or less, as determined by the local governmental unit at the time of approval of the development, and that, on completion, is acquired by, or dedicated to, a local governmental unit (including under §236.13(2), Stats.), or the state, for ownership or maintenance by the local governmental unit or the state.
Electronic certified payroll record	Contractors	The requirement that every contractor on a prevailing wage project submit to DWD monthly a certified record of employees who worked on the project and that DWD post these certified records on its Internet website was discontinued effective July 1, 2011. Contractors are still required to maintain payroll records and provide them upon request from DWD &/or the project owner.
Payroll record inspection request by any person	Contractors & Complainants	Any person may request DWD to inspect the payroll records of any contractor working on a prevailing wage project. On receipt of such a request, the contractor must submit to DWD a certified record of its payroll records, other than personally identifiable information relating to an employee of the contractor, for no longer than a 4-week period. DWD may request records from a contractor under this provision no more than once per calendar quarter for each project of public works on which the contractor is performing work. The department may not charge a requester a fee for obtaining that information. DWD must make these certified records available for public inspection.
Statewide uniformity	Local govern-mental 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	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: 1) the laborer, worker, mechanic, or truck driver is employed to go to the source of mineral aggregate such as sand, gravel, or stone and deliver that mineral aggregate to the site of a project of public works by depositing the material directly in final place, from the transporting vehicle or through spreaders from the transporting vehicle. 2) the laborer, worker, mechanic, or truck driver is employed to go to the site of a project of public works, pick up excavated material or spoil from the site of the project, and transport that excavated material or spoil away from the site of the project.

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.

BASE BID				
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		$
			TOTAL BASE BID	$

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

OWNER reserves the right to select or reject the Base Bid and/or any combination of Base Bid and Mandatory Alternate Bid which are in the best interest of the OWNER.

IN WITNESS WHEREOF, this BID is executed this _____ day of _____, 2015. (Note: Attach any necessary Power of Attorney as required by INSTRUCTIONS TO BIDDERS.)

1. INDIVIDUAL

IN PRESENCE OF:

_____ _____

_____ (SEAL) _____
Name

2. PARTNERSHIP (Association)

IN PRESENCE OF:

_____ _____
Firm Name
_____ (SEAL) _____

_____ _____
Name

_____ _____
Name

3. CORPORATION

_____
Corporation Name

IN PRESENCE OF:

_____ By: _____
Corporate Seal

_____ Name: _____
(type or print)

Title: _____ (Seal)

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.

AFFIDAVIT OF ORGANIZATION AND AUTHORITY

STATE OF WISCONSIN } SS
_____County

_____ being duly sworn on oath, deposes and says that:

1. (a) SOLE TRADER

he is the individual making the foregoing proposal and makes all statements therein on his own behalf; that he is a sole trader doing business under the name of:

_____

at: _____, _____
(street) (city)

(b) PARTNERSHIP

he is an (employee) (member) of the partnership or association making the foregoing proposal, the correct name and address of which is:

_____

_____

that the names of the members of such partnership or association are:
(Attach list if necessary)

_____

_____

that he submits the foregoing proposal and makes all statements therein on behalf of said partnership or association and has full authority so to do:

(c) CORPORATION

he is an (employee) (officer) to-wit: the _____ of the corporation making the foregoing proposal, the correct name and principal business address of which is:

_____

_____

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 00370

CONTINGENT ITEMS - SCHEDULE OF FIXED PRICES

The undersigned further agrees that the following Contingent Items conforming to the standards given in the Specifications, when certified by the OWNER, whether as an addition to or deduction from the Contract will be charged at the following unit prices:

Item	Description	Unit	Unit Price

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 00430

MATERIAL SUPPLIER AND SUBCONTRACTOR LIST

The following Material Suppliers and Subcontractors will be utilized for portions of the Project Work (only list those > $1,000). Changes shall not be made subsequent to the Bid unless the change(s) is approved by the OWNER.

Subcontractor	Classification of Work	Estimated Dollar Amount

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

ERD-7777-E (R. 01/2011)

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 preceding 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:

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
Company: (Corp. Seal)

Signature: _____
Name and Title:

SURETY
Company: (Corp. Seal)

Wisconsin License No.:

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

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

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corp. Seal)	Company:	(Corp. Seal)
		Wisconsin License No.:	
Signature: _____		Signature: _____	
Name and Title:		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 herby 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.

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

Signature: _____
Name and Title:

SURETY
Company: (Corp. Seal)
Wisconsin License No.:

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

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

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corp. Seal)	Company:	(Corp. Seal)

Wisconsin License No.:

Signature: _____	Signature: _____
Name and Title:	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 herby 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

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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CONSTRUCTION SPECIFICATIONS INSTITUTE

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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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.

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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.

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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.

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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

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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:*

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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.

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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

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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:*

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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

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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

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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

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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

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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

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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

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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.

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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.

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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:

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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:

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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

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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

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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.

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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.

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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.

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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

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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

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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.

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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

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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

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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.

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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.

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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

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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:

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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,

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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.

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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.

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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.

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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

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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.

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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.

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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.

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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

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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

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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.

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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, expediters, 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.

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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.

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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;

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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

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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.

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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.

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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

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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

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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

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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

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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

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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

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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.

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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:*

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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:

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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.

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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.

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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.

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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.

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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.

~ ~ ~

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 the 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. 1and 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, warrantees 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 Contractors 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. 43rd 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. 43rd 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. Reconnections 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 <u>both ends</u> 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. Televise 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 were 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 ±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 ±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.

$$Gel\ Time = \left(\frac{Volume\ of\ Pipe / Packer\ Void\ Space\ (gal)}{Pumping\ Rate\ (gpm)}\right)\left(\frac{60\,\text{sec}}{1\,\text{min}}\right) + 20\,\text{sec}(+/-5\,\text{sec})$$

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

$$Gel\ Time = \left(\frac{.3(gal)}{3(gpm)}\right)\left(\frac{60\,\text{sec}}{1\,\text{min}}\right) + (20\,\text{sec}) = 26\,\text{sec}(+/-5\,\text{sec})$$

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 to1 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:

_____

_____

_____

_____
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:

_____

_____

_____

Contractor's Amended Responsibilities:

_____

_____

_____

The following documents are attached to and made part of this Certificate:

_____

_____

_____

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: _____
(Clerk) DATE

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
TOTALS		
NET CHANGE BY CHANGE ORDERS		

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)..... $ _____

Contractor's Certification

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.

By:	Date:

Payment of: $ _____

(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____

(Engineer) (Date)

Payment of: $ _____

(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____

(Owner) (Date)

Approved by: _____ _____

Funding Agency (if applicable) (Date)

Endorsed by the Construction Specifications Institute.

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Progress Estimate

Contractor's Application

For (contract):	Application Number:
Application Period:	Application Date:

A		B	Work Completed		E	F		G
Item		Scheduled Value	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
Specification Section No.	Description		From Previous Application (C+D)	This Period				
	Totals							

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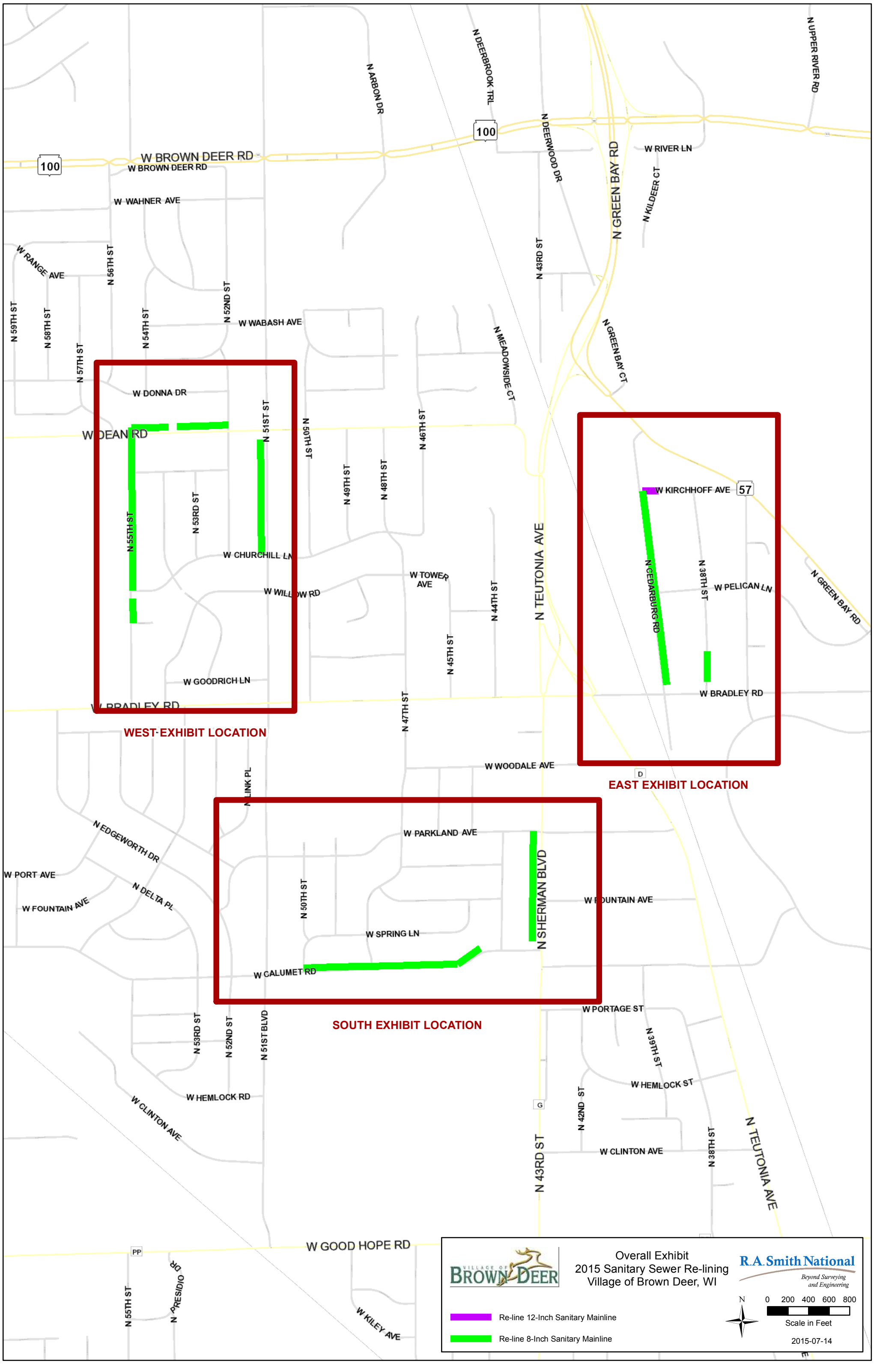
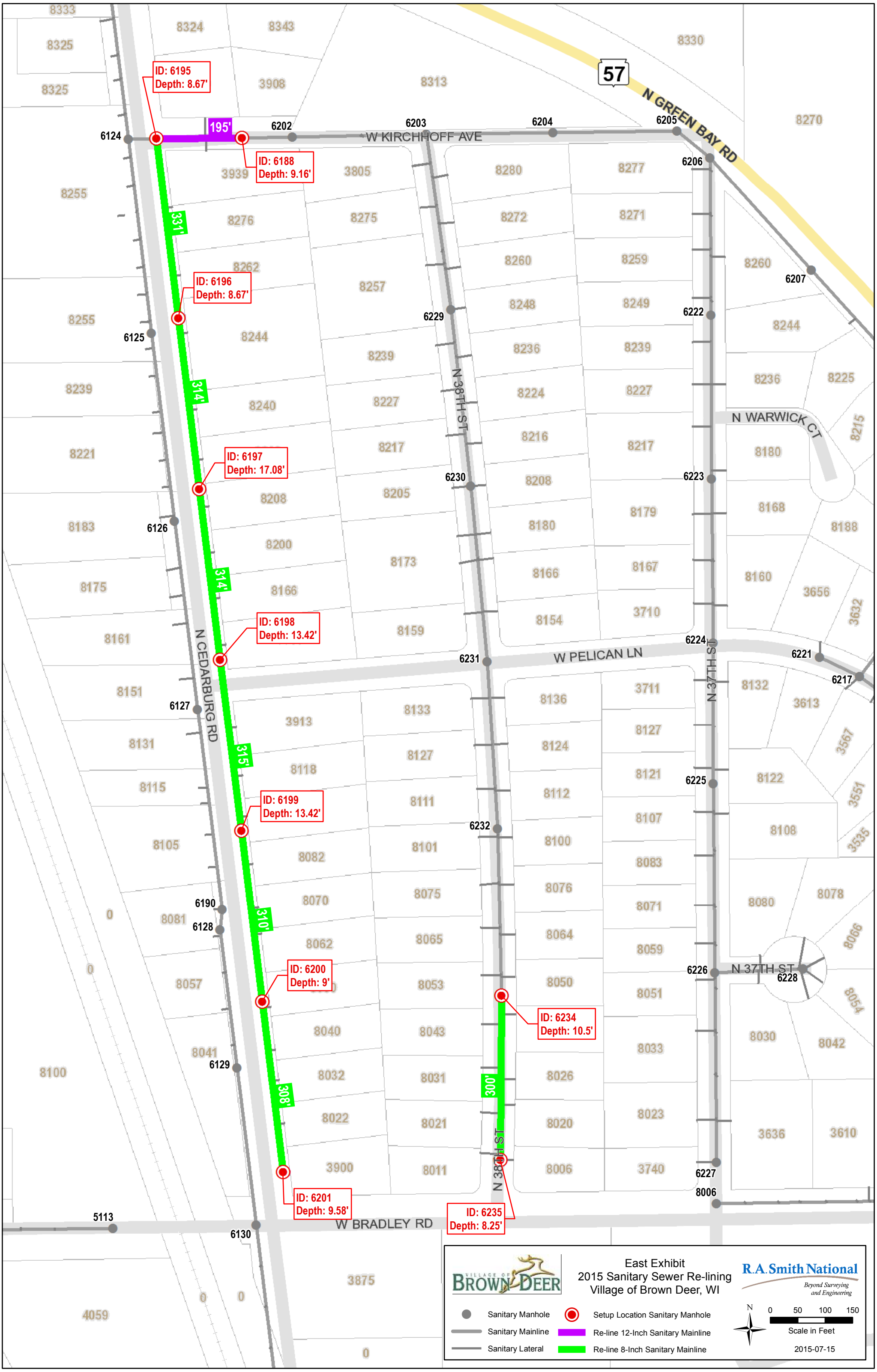

W BROWN DEER RD
W BROWN DEER RD
100
W WAHNER AVE
W RANGE AVE
N 56TH ST
N 59TH ST
N 58TH ST
N 57TH ST
N 54TH ST
N 52ND ST
W WABASH AVE
W DONNA DR
W DEAN RD
N 51ST ST
N 50TH ST
N 49TH ST
N 48TH ST
N 46TH ST
N 55TH ST
N 53RD ST
W CHURCHILL LN
W WILLOW RD
W GOODRICH LN
W BRADLEY RD
WEST EXHIBIT LOCATION
N ARBON DR
N DEERBROOK TRL
N DEERWOOD DR
N 43RD ST
N GREEN BAY RD
W RIVER LN
N KILDEER CT
N UPPER RIVER RD
N MEADOWSIDE CT
N GREEN BAY CT
W TOWER AVE
N 45TH ST
N 44TH ST
N TEUTONIA AVE
N 47TH ST
W KIRCHHOFF AVE
57
N CEDARBURG RD
N 38TH ST
W PELICAN LN
N GREEN BAY RD
W BRADLEY RD
EAST EXHIBIT LOCATION
W WOODALE AVE
D
N LINK PL
N EDGEWORTH DR
W PORT AVE
W FOUNTAIN AVE
N DELTA PL
W PARKLAND AVE
N 50TH ST
W SPRING LN
N SHERMAN BLVD
W FOUNTAIN AVE
W CALUMET RD
SOUTH EXHIBIT LOCATION
W PORTAGE ST
N 53RD ST
N 52ND ST
N 51ST BLVD
N 39TH ST
W HEMLOCK ST
W HEMLOCK RD
W CLINTON AVE
G
N 42ND ST
N 43RD ST
W CLINTON AVE
N 38TH ST
N TEUTONIA AVE
W GOOD HOPE RD
PP
N 55TH ST
N PRESIDIO DR
W KILEY AVE
VILLAGE OF BROWN DEER
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
N
0 200 400 600 800
Scale in Feet
2015-07-14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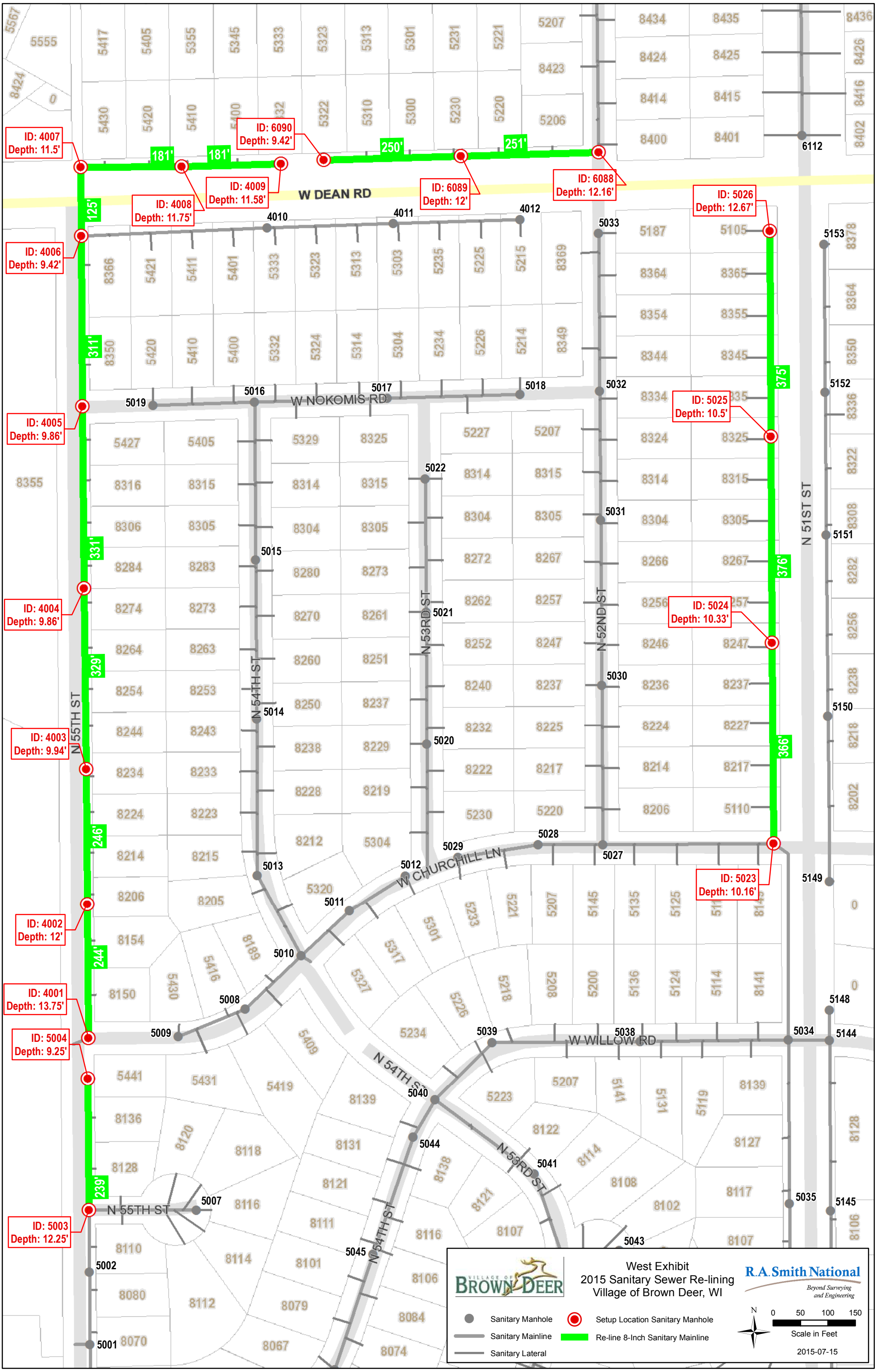
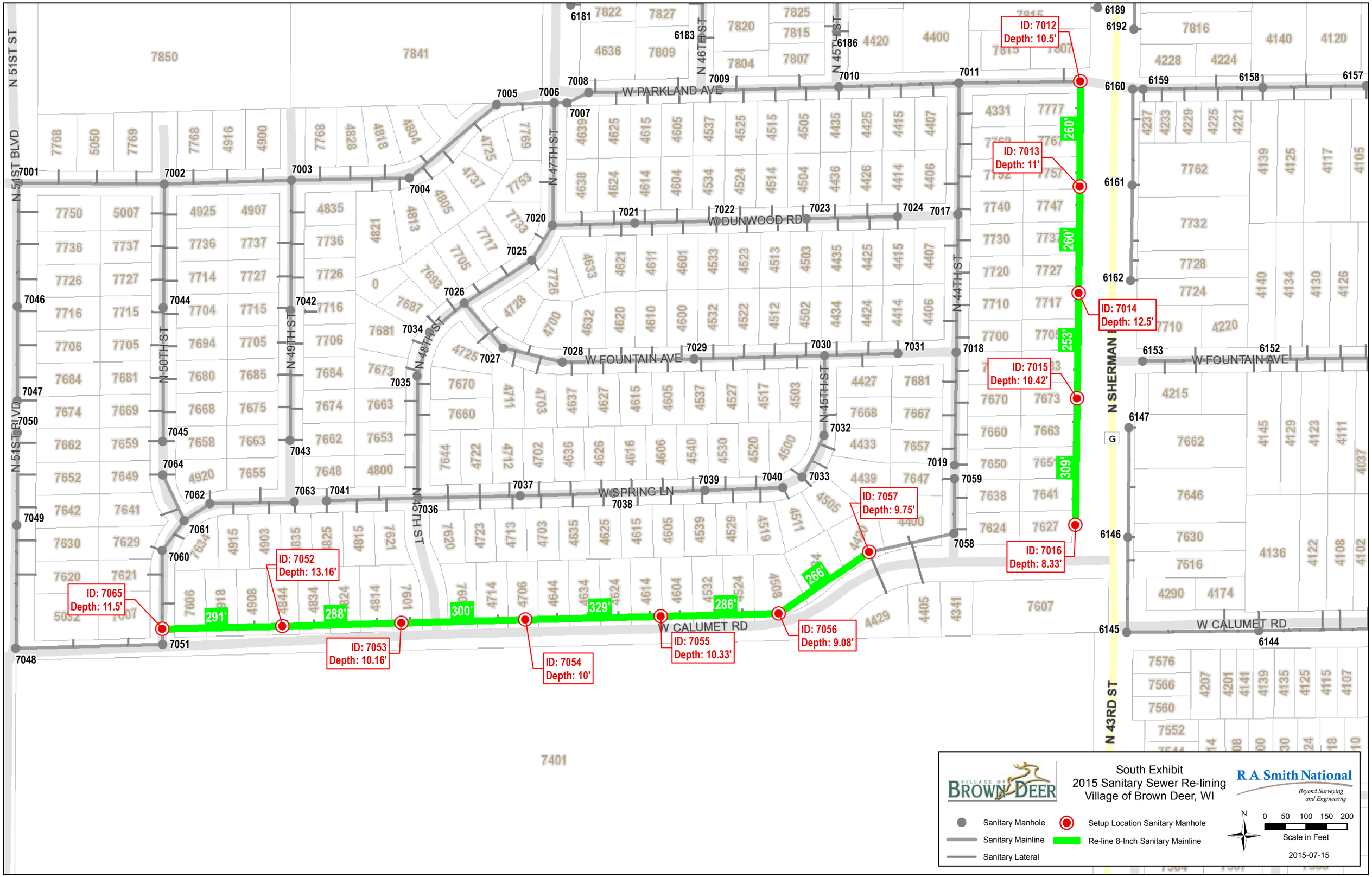
Depth: 13.42'
ID: 6199
Depth: 13.42'
ID: 6200
Depth: 9'
ID: 6201
Depth: 9.58'
ID: 6234
Depth: 10.5'
ID: 6235
Depth: 8.25'
195'
331'
314'
314'
315'
310'
308'
300'
57
N GREEN BAY RD
W KIRCHHOFF AVE
N CEDARBURG RD
N 38TH ST
N WARWICK CT
W PELICAN LN
N 37TH ST
W BRADLEY RD
6124
6202
6203
6204
6205
6206
6207
6125
6229
6222
6126
6230
6223
6127
6231
6224
6221
6217
6128
6232
6225
6190
6129
6226
6228
6227
8006
6130
5113
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
N
0 50 100 150
Scale in Feet
2015-07-15


West Exhibit
2015 Sanitary Sewer Re-lining
Village of Brown Deer, WI
R.A. Smith National
Beyond Surveying and Engineering
Sanitary Manhole
Setup Location Sanitary Manhole
Sanitary Mainline
Re-line 8-Inch Sanitary Mainline
Sanitary Lateral
0 50 100 150
Scale in Feet
2015-07-15
W DEAN RD
W NOKOMIS RD
W CHURCHILL LN
W WILLOW RD
N 55TH ST
N 54TH ST
N 53RD ST
N 52ND ST
N 51ST ST
ID: 4007 Depth: 11.5'
ID: 4008 Depth: 11.75'
ID: 4009 Depth: 11.58'
ID: 6090 Depth: 9.42'
ID: 6089 Depth: 12'
ID: 6088 Depth: 12.16'
ID: 5026 Depth: 12.67'
ID: 5025 Depth: 10.5'
ID: 5024 Depth: 10.33'
ID: 5023 Depth: 10.16'
ID: 4006 Depth: 9.42'
ID: 4005 Depth: 9.86'
ID: 4004 Depth: 9.86'
ID: 4003 Depth: 9.94'
ID: 4002 Depth: 12'
ID: 4001 Depth: 13.75'
ID: 5004 Depth: 9.25'
ID: 5003 Depth: 12.25'
181'
181'
250'
251'
125'
311'
375'
331'
376'
329'
366'
246'
244'
239'


South Exhibit
2015 Sanitary Sewer Re-lining
Village of Brown Deer, WI
VILLAGE OF BROWN DEER
R.A. Smith National
Beyond Surveying and Engineering
Sanitary Manhole
Sanitary Mainline
Sanitary Lateral
Setup Location Sanitary Manhole
Re-line 8-Inch Sanitary Mainline
N
0 50 100 150 200
Scale in Feet
2015-07-15
W PARKLAND AVE
W DUNWOOD RD
W FOUNTAIN AVE
W SPRING LN
W CALUMET RD
N 51ST ST
N 51ST BLVD
N 50TH ST
N 49TH ST
N 48TH ST
N 47TH ST
N 46TH ST
N 45TH ST
N 44TH ST
N SHERMAN BLVD
N 43RD ST
ID: 7012
Depth: 10.5'
ID: 7013
Depth: 11'
ID: 7014
Depth: 12.5'
ID: 7015
Depth: 10.42'
ID: 7016
Depth: 8.33'
ID: 7057
Depth: 9.75'
ID: 7056
Depth: 9.08'
ID: 7055
Depth: 10.33'
ID: 7054
Depth: 10'
ID: 7053
Depth: 10.16'
ID: 7052
Depth: 13.16'
ID: 7065
Depth: 11.5'
260'
260'
253'
309'
266'
286'
329'
300'
288'
291'

REQUEST FOR CONSIDERATION

COMMITTEE:	Finance & Public Works, Village Board
ITEM DESCRIPTION:	W. Fairy Chasm Road Design & Engineering Services
PREPARED BY:	Matthew S. Maederer, PE, Director of Public Works/Village Engineer
REPORT DATE:	July 31, 2015

MANAGER'S REVIEW/COMMENTS:

☐ No additional comments to this report.

☐ See additional comments attached.

RECOMMENDATION: Approval of the contract award amendment to the Ayres Associates Master Contract (No. 2015-04A) for W. Fairy Chasm Road Reconstruction (N. 60th Street to N. 51st Street) Design & Engineering Services

EXPLANATION:

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. 60th Street to N. 51st Street.

W. Fairy Chasm Road between N. 60th Street & N. 51st 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.

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. 51st Street to the park and then to the newly installed sidewalk at N. 60th 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.

FUNDING:

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. 60th St. to N. 51st 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 overlayed 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.

<u>Engineering Services</u>

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

<u>Deliverables</u>

- 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	
Roadway Design	$29,300
Agency Coordination/Permits	$ 1,100
Bidding Services	$ 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	Michael Hall Village Manager
KKA:sem	
Enclosure	Date

REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION:	**Finance and Public Works Committee**
ITEM DESCRIPTION:	Ayres Contract Amendment No. 2015-05, Engineering Services for Park Plaza Court
PREPARED BY:	Nate Piotrowski, Community Development Director
REPORT DATE:	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.

N17 W24222 Riverwood Drive, Suite 310 ● Waukesha, WI 53188-1132
262.523.4488 ● Fax: 262.523.4477 ● www.AyresAssociates.com

- 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.

<u>Deliverables</u>

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

<u>Not Included with This Amendment</u>

- 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:	Accepted by Municipality:
Ayres Associates Inc	Village of Brown Deer
Kristine K. Anderson	
Kristine K. Anderson, PE Supervisor – Engineering Services	Michael T. Hall Village Manager
	Date

REQUEST FOR CONSIDERATION

COMMITTEE: Finance/Public Works Committee

ITEM DESCRIPTION: June 2015 Financial Report

PREPARED BY: Susan L Hudson, Treasurer / Comptroller

REPORT DATE: July 31, 2015

MANAGER'S REVIEW/COMMENTS:

X No additional comments to this report.

_ See additional comments attached.

RECOMMENDATION: For Information Purposes

EXPLANATION:

Attached is the Revenue and Expenditure Report as of June 30, 2015.

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

Here are the top three Financial Highlights from the month of June 2015:

1. As of June 30, 2015 we have collected 89.32% of the tax levy.
2. At the end of May the General Fund has received 64.27% of its revenue.
3. At the end of May the General Fund has spent 53.72% of it expenditures.

Please feel free to contact me if you have any questions or concerns.

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 Heatlh 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 Heatlh 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
TOTAL Expenditures		545.23	51.12	362.98	3,057.00	2,694.02	11.87
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		
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
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		
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
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

VILLAGE OF BROWN DEER

VOUCHER APPROVAL REGISTER

Finance & Public Works Committee	**Date: August 5, 2015**
Village Board of Trustees	**Date: August 17, 2015**
Submitted By: Susan Hudson; Treasurer / Comptroller	

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-3rd 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

Account Structure:

xxx.	yyy.
Fund	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

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF BROWN DEER
INVOICE DUE DATES 07/03/2015 - 07/28/2015
BOTH JOURNALIZED AND UNJOURNALIZED
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 MORAINE MUNICIPAL CO	MEQUON PD WARRANT 388172	187.00	80501
010-000-33-2-00-20	Bail Due Other Departmen	MID MORAINE 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	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

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					

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 140 North Shore Heatlh 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

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

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

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	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 SPECI		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	TELSCOPING 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	

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	

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
		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	

CHECK REGISTER FOR VILLAGE OF BROWN DEER
CHECK DATE FROM 07/07/2015 - 07/07/2015

Bank 1 General Checking Account

Check Date	Bank	Check	Vendor	Vendor Name	Amount
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

07/10/2015 10:04 AM
User: gerthde
DB: Brown Deer

CHECK REGISTER FOR VILLAGE OF BROWN DEER
CHECK DATE FROM 07/10/2015 - 07/10/2015

Bank 1 General Checking Account

Check Date	Bank	Check	Vendor	Vendor Name	Amount
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	CHRISTIANSEN, 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 MORAINE 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 MORAINE 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:	187,215.64
Less 0 Void Checks:	0.00
Total of 52 Disbursements:	187,215.64

Susan
7/10/15

CHECK REGISTER FOR VILLAGE OF BROWN DEER
CHECK DATE FROM 07/14/2015 - 07/14/2015

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 1 General Checking Account					
07/14/2015	1	80524	008474	3 STRIPE PRODUCTIONS LLC	1,700.00

1 TOTALS:

Total of 1 Checks:	1,700.00
Less 0 Void Checks:	0.00
Total of 1 Disbursements:	1,700.00

Sam
7/14/15

CHECK REGISTER FOR VILLAGE OF BROWN DEER
CHECK DATE FROM 07/17/2015 - 07/17/2015

Bank 1 General Checking Account

Check Date	Bank	Check	Vendor	Vendor Name	Amount
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:	103,300.26
Less 0 Void Checks:	0.00
Total of 50 Disbursements:	103,300.26

Susan
7/20/15

07/23/2015 11:47 AM
User: gerthde
DB: Brown Deer

CHECK REGISTER FOR VILLAGE OF BROWN DEER
CHECK DATE FROM 07/24/2015 - 07/24/2015

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 ABSORBTECH 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

7/23/15

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

SUEM
7/28/15