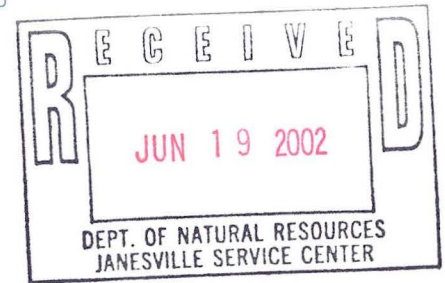


03-54-000301
Bogerding
Property

LANDSCAPE ARCHITECTS
URBAN DESIGNERS/LAND PLANNERS
CIVIL ENGINEERS



June 17, 2002

Ms. Denise Nettlesheim
State of Wisconsin Department of Natural Resources
Janesville Service Center
2514 Morse Street
Janesville, WI 53545

Re: Riverside Park Big Lawn Project, Bogerding Property Remediation Site

PAID
6-19-02
\$ 500
Other
Tech.
Assistance

Dear Denise,

The City of Beloit is currently out to bid on their Big Lawn Project, Phase 1. Bids are due June 20, 2002 with construction to begin on July 16, 2002 and to end completely by September 13, 2002. Per our phone conversation we are providing the information listed below as requested and a set of plans and specifications for the project.

Estimated quantities of what being moved where.

Existing concrete on the remediation site is to be removed, crushed and placed as fill under the proposed parking lot pavement. Areas of broken concrete and asphalt are to remain in place where grades allow 2' of fill or pavement over them. Areas in the remediation site that will have less than 2' of fill or pavement cover shall be excavated to a depth allowing 2' of fill. All excavated material from the remediation site, including excavated material removed from utility trenches shall be filled under the parking lot pavement. See DE 1.

It is estimated that 300 CY of soil from the remediation site will be excavated and placed as fill under the proposed parking lot asphalt.

Final grades.

See L3.

Address of Owner and Park the same:

City of Beloit
100 State Street
Beloit, WI 53511

Site is west of Riverside Drive and North of Portland Ave. Bridge behind Ace Hardware.

Fee

Enclosed

We understand that you will write a letter waiving requirement for landfilling excavated material and sampling during and after construction. Please call with any questions. Thanks.

Sincerely,

Linda V. Sievert
Linda V. Sievert

Cc: Jason Dupuis

Big Lawn Project
Phase I - Riverside Park Parking Lot
Beloit, Wisconsin

Prepared For:

City of Beloit

Prepared By:

Schreiber/Anderson Associates

Landscape Architects

Planners - Engineers

June 5, 2002

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**ADVERTISEMENT FOR BIDS
CONTRACT C02-12
BIG LAWN PROJECT
PHASE I - RIVERSIDE PARK PARKING LOT**

OWNER: The City of Beloit hereby gives notice that sealed bids will be received in the office of the City Clerk, City Hall, 100 State Street, Beloit, Wisconsin 53511 for furnishing all labor, materials, tools, and equipment necessary for the **Big Lawn Project, Phase I - Riverside Park Parking Lot - Contract C02-12**, with the specifications hereto attached. The work for which bids are asked includes the following:

Miscellaneous pavement removals, earthwork, water service, sanitary sewer, curb and gutter, asphalt pavement, concrete sidewalks, landscaping and miscellaneous items associated with above work.

TIME: Sealed bids will be received **until 2:30 p.m., Local Time on the 20th day of June 2002. After the official bid closing time, the bids will be moved to the Third Floor Conference Room at City Hall to be publicly opened and read aloud.**

BIDS: All Bids shall be addressed to the City Clerk and shall be enclosed in a **SEALED ENVELOPE**, marked with the name and address of the Bidder, Project Title, and the **Contract Number for which the bid is being submitted.** All bidders shall bid in accordance with, and shall bid upon the bid forms included in the Contract Documents.

CONTRACT DOCUMENTS: The Bidding Documents are on file for inspection at the office of the City Engineer, 100 State Street, Beloit, Wisconsin. The Bidding Documents may be obtained by applying to the City of Beloit Engineering Division, 100 State St., Beloit, Wisconsin, 53511; telephone (608) 364-6690. A non-refundable fee of \$20 for each set of Bidding Documents is required. Documents may be mailed for an additional \$5.00.

BIDDER'S PROOF OF RESPONSIBILITY QUESTIONNAIRE: All Bidders must execute and file a Bidder's Proof of Responsibility Questionnaire no later than the close of business on **June 12, 2002** which is seven (7) calendar days prior to the bid opening. It is incumbent on the bidder to supply the required documentation in sufficient time to be evaluated before this deadline. Forms are available at the City Engineering Office.

LEGAL PROVISIONS: The Contract letting shall be subject to the provisions of Section 62.15, 66.0901, and 66.0903 of the Wisconsin Statutes, as well as any other applicable sections thereof.

PRE-BID MEETING: There will be a **PRE-BID MEETING** held for the purpose of reviewing the job site conditions, plans, specifications, affirmative action and equal opportunity requirements and other pertinent information concerning the project. **This meeting will be held on Thursday, June 13, 2002 at 2:00 p.m., in the office of the City Engineer at 100 State St., Beloit, Wisconsin.**

**ADVERTISEMENT FOR BIDS - CONTRACT C02-12
(CONTINUED)**

WAGE RATES: All employees working upon the project shall be paid by the Contractor in accordance with the rate of wage scale as determined by the Department of Workforce Development, pursuant to Section 66.0903 of the Wisconsin Statutes and Section 3.11 (3) of the Code of General Ordinances of the City of Beloit. The rate of wage scale shall be incorporated into the contract. DWD Determination number 200200962.

BID SECURITY: A certified check or satisfactory Bid Bond payable to the City of Beloit in the amount of 5% of the Bid shall accompany each bid as a guarantee, that if the bid is accepted, the bidder will execute and file the Agreement, the Contract Performance Bond and Payment Bond, as required by the Contract Documents, within ten (10) days after the Notice of Award of the Contract by the City of Beloit. Failure on the part of the Bidder to do so will result in forfeiture of the Bidder's certified check or Bid Bond to the City of Beloit as liquidated damages.

CONTRACT SECURITY: The Bidder to whom a Contract is awarded shall be required to furnish both a Performance Bond and a Payment Bond acceptable to the City of Beloit for 110% of the Contract Price for each of the above Bonds, in accordance with the requirements of the Contract Documents.

BID REJECTION: The City of Beloit reserves the right to reject any and all bids, waive any informalities in bidding, or to accept the bid or bids, which best serve the interests of the City of Beloit.

BID WITHDRAWAL: No bid shall be withdrawn for a period of sixty (60) days after the schedule opening of the bids without the consent of the City of Beloit.

TIME SCHEDULE: Construction on the project shall commence on July 16, 2002 and be substantially complete for inspection by August 30, 2002. Project shall be totally complete by September 13, 2002.

Date: June 5, 2002

CITY OF BELOIT, WISCONSIN

**BY: Carol Alexander, CMC
City Clerk**

Published (1) June 5, 2002
Published (2) June 12, 2002

INFORMATION FOR BIDDERS

BIDDER'S PROOF OF RESPONSIBILITY QUESTIONNAIRE

Each bidder must submit a Bidder's Proof of Responsibility Questionnaire to the City Engineer at least seven (7) calendar days prior to the opening of the bids. This questionnaire must be fully executed and filed as aforesaid or bid will not be considered.

PLANS AND SPECIFICATIONS DEPOSIT REFUND

The deposit for plans and specifications will be \$20.00 and is non-refundable.

OMISSIONS AND DISCREPANCIES

Should a bidder find discrepancies in, or omissions from, the Drawings or Contract Documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Engineer, who may send a written instruction to all bidders.

CONTRACT DOCUMENTS

Bidders must examine each of the Contract Documents listed in Article II of the Public Works Contract, must visit the location of the work and inform themselves of the conditions and make their own estimates of the facilities and difficulties attending the execution of the work and such other costs as insurance, bonding, and permits required by the contract. The following seven forms comprise a responsive proposal and must be completed and submitted prior to the official bid closing time.

BID FORM

All proposals must be made upon the blank form of Proposal attached hereto. Bid prices are to be in figures, and in case of any conflict in the amounts, the unit price multiplied by the respective quantity shall govern.

BID BOND

A certified check or satisfactory Bid Bond payable to the City of Beloit in the amount of 5% of the Bid shall accompany each bid as a guarantee, that if the bid is accepted, the bidder will execute and file the Agreement, the Contract Performance Bond and Payment Bond, as required by the Contract Documents, within ten (10) days after the Notice of Award of the Contract by the City of Beloit. Failure on the part of the Bidder to do so will result in forfeiture of the Bidder's certified check or Bid Bond to the City of Beloit as liquidated damages.

INFORMATION FOR BIDDERS
(CONTINUED)

AFFIDAVIT AND STATEMENT ON PLANS AND SPECIFICATIONS

The bidder shall incorporate and make a part of his proposal a sworn statement by himself, or if not an individual by one authorized, that he has examined and carefully prepared said proposal for the plans and specifications and has checked the same in detail before submitting said proposal or bid to the City.

LIST OF AGENTS OR SUBCONTRACTORS

The bidder shall submit a list of the subcontractors he proposes to contract with, and the class of work to be performed by each, which list shall not be added to nor altered without the written consent of the City.

NON-COLLUSION BIDDING CERTIFICATE

All bidders shall certify that the submitted proposal has been prepared as a competitive bid.

ADDENDUM

All bidders shall sign and date any addendum which have been distributed as a part of this contract. The engineer will contact all plan holders on record for distribution of addendum.

DISCLOSURE OF OWNERSHIP

The form supplied by the Department of Workforce Development shall be completed if applicable. If this form is not applicable to the bidder, the form should be marked "Not Applicable" and submitted with the bid.

BID FORM

**Big Lawn Project
Phase I - Riverside Park Parking Lot
Contract # C02-12**

Bids to be received until **June 20, 2002 at 2:30pm**

TO: City of Beloit
City Hall
100 State Street
Beloit, WI 53511

The undersigned, having familiarized themselves with the Contract Documents including Advertisement for Bids, Instructions to Bidders, Bid Form, Proposals, Wage Rate, General Conditions, Supplementary General Conditions, Pre-qualification Statement, Form of Contract, Form of Bond, Form of Notices, Settlement Certificate Forms, Storage Agreement Form, Contract Change Order Form, Pay Request Form, Specifications, and Addenda and Exhibits issued and attached to the specifications on file at the City of Beloit Clerk's Office, 100 State Street, Beloit, Wisconsin, 53511, hereby proposes to furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete, in a workmanlike manner, Big Lawn Project, Phase I - Riverside Park Parking Lot, all in accordance with the plans and specifications as prepared by Schreiber/Anderson Associates, including any addenda #_____, #_____ and #_____ issued thereto.

The Bidder agrees to perform all the work described in the Contract Documents for the following unit prices:

Base Bid

ITEM NO.	DESCRIPTION AND UNIT PRICE IN WORDS	ESTIMATED QUANTITY	UNIT PRICE IN FIGURES	TOTAL AMOUNT OF BID
A.	Mobilization _____ Dollars and _____ Cents	1 L.S.	\$ _____ Lump Sum	\$ _____ Lump Sum
B.	Traffic Control _____ Dollars and _____ Cents	1 L.S.	\$ _____ Lump Sum	\$ _____ Lump Sum

C. Erosion Control				
C1.	Stabilize construction entrance, silt fencing, storm structure protection _____ Dollars and _____ Cents	1 L.S.	\$ _____ Lump Sum	\$ _____
D. Demolition and site preparation				
D1.	Tree removal _____ Dollars and _____ Cents	1 L.S.	\$ _____ Lump Sum	\$ _____
D2.	Tree protection _____ Dollars and _____ Cents	1 L.S.	\$ _____ Lump Sum	\$ _____
D3.	Pavement and construction rubble removal, saw cutting, salvage light fixtures, remove light bases. Use excavated construction rubble from remediation site as fill under proposed parking lot asphalt, salvage pavers. _____ Dollars and _____ Cents	1 L.S.	\$ _____ Lump Sum	\$ _____
E.	Construction Staking All staking of grades and alignment for all work _____ Dollars and _____ Cents	1 L.S.	\$ _____ Lump Sum	\$ _____
F. Earthwork				
F1.	Strip, stockpile and spread (assumed 6" depth ex. topsoil) _____ Dollars and _____ Cents	1088 CY	\$ _____ cubic yard	\$ _____

F2.	Common excavation and landfill of remediation site, and placement of excavation material.	1 L.S.	\$ _____ Lump Sum	\$ _____
	_____ Dollars and _____ Cents			
F3.	Borrow fill and finish subgrade	1 L.S.	\$ _____ Lump Sum	\$ _____
	_____ Dollars and _____ Cents			
G. Utility work				
G1.	Storm sewer pipe 12" RCP	170 L.F.	\$ _____ Linear feet	\$ _____
	_____ Dollars and _____ Cents			
G2.	Catch basin	1 each	\$ _____ per each	\$ _____
	_____ Dollars and _____ Cents			
G3.	Modify existing curb inlet	1 each	\$ _____ per each	\$ _____
	_____ Dollars and _____ Cents			
G4.	6" PVC sanitary lateral	245 L.F.	\$ _____ linear foot	\$ _____
	_____ Dollars and _____ Cents			
G5.	Connect to existing sanitary manhole	1 each	\$ _____ per each	\$ _____
	_____ Dollars and _____ Cents			

G6.	Sanitary cleanout <hr/> Dollars and Cents	1 each	\$ <hr/> per each	\$ <hr/>
G7.	2" copper water service <hr/> Dollars and Cents	225 L.F.	\$ <hr/> linear foot	\$ <hr/>
G8.	Connection to water main <hr/> Dollars and Cents	1 each	\$ <hr/> per each	\$ <hr/>
G9.	Curb stop and box <hr/> Dollars and Cents	1 each	\$ <hr/> per each	\$ <hr/>
H. Paving and surfacing				
H1.	Asphalt parking lot and drive and bike path including agg. base <hr/> Dollars and Cents	3970 S.Y.	\$ <hr/> square yard	\$ <hr/>
H2.	Concrete vertical curb <hr/> Dollars and Cents	524 L.F.	\$ <hr/> linear foot	\$ <hr/>
H3.	Concrete curb and gutter <hr/> Dollars and Cents	360 L.F.	\$ <hr/> linear foot	\$ <hr/>
H4.	Pedestrian concrete sidewalks <hr/> Dollars and Cents	4660 S.F.	\$ <hr/> square foot	\$ <hr/>

L. Plant material				
L1.	Shade trees:			
	Windy City Hackberry	4	\$ _____	\$ _____
	_____ Dollars and _____ Cents		each	
	Swamp White Oak	1	\$ _____	\$ _____
	_____ Dollars and _____ Cents		each	
	Chinkapin Oak	1	\$ _____	\$ _____
	_____ Dollars and _____ Cents		each	
L2.	Conifers:			
	Black Hills Spruce	3	\$ _____	\$ _____
	_____ Dollars and _____ Cents		each	
L3.	Shrubs:			
	Dwarf Bush Honeysuckle	10	\$ _____	\$ _____
	_____ Dollars and _____ Cents		each	
L4.	Perennials	88	\$ _____	\$ _____
	_____ Dollars and _____ Cents		each	

Total Base Bid

Computed Total Base Bid Contract (Items __ through __)

_____ Dollars \$ _____
 (words)

Alternate Bids

Total Alt. Bid A -1 Add Machine transplant trees _____
(includes credit for portion of tree removals)

Computed Total Base Bid Contract (Items __ through __)
_____ Dollars \$ _____
(words)

Total Alt. Bid A-2 Add Replace existing curb inlet _____
(includes credit for modifying existing curb inlet)

Computed Total Base Bid Contract (Items __ through __)
_____ Dollars \$ _____
(words)

Provide unit price cost for importing and placing topsoil if stripped and stockpiled on site topsoil is not sufficient.

\$ _____ Per CY _____
words

If awarded a contract, work will be initiated 15 days after notification of award and will proceed so as to complete the contract by August 30, 2002.

Accompanying this Proposal is _____ in
the amount of _____ Certified Check, Bond, Bank Draft
Dollars (\$ _____), as required by
the Advertisement for Bids.

I hereby certify that all statements herein are made on behalf of

Name & Address of Corporation, Partnership or Person submitting same,

If a corporation, organized and existing under the laws of the State of _____
If a partnership, consisting of _____,

If an individual trading as _____,

State of _____;

that I have examined and carefully prepared this Proposal from the plans and specifications and have checked the same in detail before submitting this Proposal; that I have full authority to make such statements and submit this Proposal in (its)(their)behalf; and that the said statements are true and correct.

Signature: _____

Sworn & subscribed to before
me this ____ day of _____ 20____ Title _____

Notary Public or other officer
authorized to administer oaths.

My commission expires _____

NOTE: Bidders should not add any conditions or qualifying statements to the Proposal, as otherwise the Proposal may be declared irregular as being not responsive to the Advertisement.

BID BOND

Attached hereto, and made a part hereof, by reference, is the document entitled "Affidavit and Statement on Plans and Specifications" required by Section 66.0901 of the Wisconsin Statutes.

Accompanying this proposal is a _____ (Bid Bond or Certified Check) in the amount of _____ DOLLARS and _____ CENTS (\$ _____) being 5% of the bid amount as required by the advertisement for bids.

It is hereby expressly agreed that the City of Beloit has the right to reject any and all bids.

Bidders should not add any conditions or qualifying statements to this proposal or otherwise the proposal may be declared irregular as being not responsive to the advertisement.

I hereby certify that all statements herein are made on behalf of _____ (Name of Corporation, Partnership, or Person submitting bid); a corporation organized and existing under the laws of the State of _____; a partnership consisting of _____; as an individual trading as _____; of the City of _____, State of _____.

(Contractor)

(Seal)

AFFIDAVIT AND STATEMENT ON PLANS AND SPECIFICATIONS

_____ being first duly sworn on oath deposes and says that he is _____ (Capacity) for _____ and makes this statement on behalf of _____; that _____ (Contractor) has examined and carefully prepared his bid from the Plans and Specifications and has checked the same in detail before submitting said proposal or bid to the City of Beloit, and that the products and processes used in the preparation of his proposal are available at competitive prices.

(Contractor)

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

Notary Public, _____ County,
Wisconsin.

My Commission Expires _____.

LIST OF AGENTS OR SUBCONTRACTORS

That attached hereto, and made a part hereof, by reference is a list of the subcontractors _____ proposes to contract with, and the class of work to be performed by each, which list will not be added to nor altered without the written consent of the City Engineer.

NAME OF SUBCONTRACTOR

CLASS OF WORK TO BE PERFORMED

Name _____

Address _____

City, State, Zip _____

Telephone # _____

Name _____

Address _____

City, State, Zip _____

Telephone # _____

Name _____

Address _____

City, State, Zip _____

Telephone # _____

Name _____

Address _____

City, State, Zip _____

Telephone # _____

(Attach additional pages if necessary)

NON-COLLUSION BIDDING CERTIFICATE

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party certifies as to his own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other Bidder or with any other competitor.
2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

Dated: _____

BY: _____

TITLE: _____

FIRM: _____

PREVAILING WAGE RATE INFORMATION

See attached wage rate information.

Application for Prevailing Wage Rate Determination Issued By the Department Of Workforce Development

Personal information you provide may be used for secondary purposes.
 See Section 15.04 (1)(m), Wisconsin Statutes for details.

FOR DWD USE ONLY

All pages of this form MUST be completed or the application will be returned.
 Mail one original copy to Equal Rights Division, P O Box 8928 Madison WI 53708.
 Applications may NOT be faxed.
APPLY EARLY! Allow 30 days to have your application processed.

[1] Date of Request	[2] Desired Date of Receipt	[3] Prior Determination Number Issued For This Project
(4) Name of Project		(5) Project Number

[6] Estimated Cost of Completion. Effective January 1, 2002, the TOTAL cost (labor, equipment and material) of completing a single-trade project must be \$36,000 or more, and the TOTAL cost (labor, equipment and material) of a multiple-trade project must be \$175,000 or more. A "single trade project" is defined as one in which a single trade accounts for 85% or more of the total labor cost of such project. A "multiple-trade project" is defined as one in which NO single trade accounts for more than 85% of the total labor cost of such project. Indicate the estimated cost for each of the following:

Site Work	\$ _____	General Construction	\$ _____	HVAC	\$ _____
Plumbing	\$ _____	Electrical	\$ _____	Landscaping	\$ _____
Painting & Decorating	\$ _____	Roofing	\$ _____	Concrete Pavement	\$ _____
Asphalt Pavement	\$ _____	Storm Sewer	\$ _____	Sanitary Sewer	\$ _____
Water Main	\$ _____	Furnishings	\$ _____	Miscellaneous	\$ _____
TOTAL COST					\$ _____

[7] Indicate EXACT Location of Project (Specify the County and then ONLY the City, Village or Township):
 County _____ City _____ Village _____
 Township _____

[8] State Agency or Local Governmental Unit Soliciting Bids or Negotiating Contracts	For Departmental Use Only <input type="checkbox"/> Section 66.0903, Wisconsin Statutes <input type="checkbox"/> Section 103.49, Wisconsin Statutes
--	--

[9] Project Will Be <input type="checkbox"/> Bid <input type="checkbox"/> Negotiated	[10] Bid(s) Will Be Taken By <input type="checkbox"/> Single Base Bid <input type="checkbox"/> Multiple Base Bids <input type="checkbox"/> Separate Bids <input type="checkbox"/> Other
---	--

[11] Advertising Will Begin On _____	[12] Bid(s) Will Be Opened or Negotiated On _____	[13] Contract(s) Will Be Awarded On _____
--------------------------------------	---	---

[14] Work Will Start On _____	[15] Work Will Be Completed On _____
-------------------------------	--------------------------------------

[16] Will the federal government, or any of its agencies, furnish by loan or grant any part of the funds used for this project?
 Yes No
 If yes, will the federal government also prescribe a schedule of Prevailing Wage Rates?
 Yes No

You Must Complete All 3 Pages of This Form

The STATUTORY AUTHORITY for the use of this form is specified in Sections 66.0903 and 103.49, Wisconsin Statutes, and Chapter DWD 290 of the Wisconsin Administrative Code.
 The use of this form is mandatory. Call (608) 266-6860 if you have questions.

[17] Name of Requestor to Whom a Copy of the Determination Should be Sent		Signature of Requestor	
Title of Requestor	Organization	Telephone Number ()	
Street Address of Requestor	City	State	Zip Code
[18] Name of State or Local Governmental Official to Whom the Determination Should be Sent		Title of State or Local Governmental Official	
Name of State Agency or Local Governmental Unit		Telephone Number ()	
Street Address of State Agency or Local Governmental Unit	City	State	Zip Code
[19] In the space below PRINT or TYPE a brief written description of the work to be performed on this project:			
[20] For projects involving a new building or addition to an existing building indicate the number of levels or stories <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4-9 <input type="checkbox"/> 10 or more Scope: <input type="checkbox"/> New <input type="checkbox"/> Addition <input type="checkbox"/> Alteration <input type="checkbox"/> Renovation <input type="checkbox"/> Remodel <input type="checkbox"/> Repair <input type="checkbox"/> Demolition			
[21] Indicate size only if a new building or addition to an existing building: Square Feet _____ or Cubic Feet _____			
[22] CONCRETE			
<input type="checkbox"/> Poured Floor, Driveway, Yard, Road, Street		<input type="checkbox"/> Other Poured (Plain or Reinforced)	
<input type="checkbox"/> Precast (Reinforced or Prestressed)		<input type="checkbox"/> Other (Specify) _____	
[23] MASONRY			
<input type="checkbox"/> Brick	<input type="checkbox"/> Exterior Insulation Finish System	<input type="checkbox"/> Ceramic Tile	
<input type="checkbox"/> Marble	<input type="checkbox"/> Masonry Caulking	<input type="checkbox"/> Plaster	
<input type="checkbox"/> Tuckpointing	<input type="checkbox"/> Stone	<input type="checkbox"/> Block	
<input type="checkbox"/> Terrazzo	<input type="checkbox"/> Other (Specify) _____		
[24] HEATING AND VENTILATION			
<input type="checkbox"/> Hot Water	<input type="checkbox"/> Infrared	<input type="checkbox"/> Solar	
<input type="checkbox"/> Steam	<input type="checkbox"/> Electric	<input type="checkbox"/> Warm Air	
<input type="checkbox"/> Air Conditioning	<input type="checkbox"/> Other (Specify) _____		
[25] PIPING			
<input type="checkbox"/> Finish Plumbing	<input type="checkbox"/> Refrigeration System	<input type="checkbox"/> Steamfitting	
<input type="checkbox"/> Other (Specify) _____	<input type="checkbox"/> Process Piping	<input type="checkbox"/> Fire Sprinkler System	
<input type="checkbox"/> Gas Piping	<input type="checkbox"/> Rough Connection to Septic or Disposal System		
<input type="checkbox"/> Mechanical Insulation	<input type="checkbox"/> Rough Connection to Municipal System		
[26] ELECTRICAL			
<input type="checkbox"/> High Voltage	<input type="checkbox"/> Traffic Signal	<input type="checkbox"/> Cable Plowing	
<input type="checkbox"/> Low Voltage	<input type="checkbox"/> Street Lighting	<input type="checkbox"/> Voice or Video	
<input type="checkbox"/> Cabling (Encased)	<input type="checkbox"/> Outdoor Lighting	<input type="checkbox"/> Telephone	
<input type="checkbox"/> Fire Alarm	<input type="checkbox"/> Computer Wiring	<input type="checkbox"/> Other (Specify) _____	
Service will be fed and controlled by (Check one):			
<input type="checkbox"/> Overhead Wires or Cables		<input type="checkbox"/> Underground Wire or Cable	

[27] PAINTING AND DECORATING

- | | | |
|---|--|--|
| <input type="checkbox"/> Brush | <input type="checkbox"/> Sandblasting | <input type="checkbox"/> Lead Abatement |
| <input type="checkbox"/> Pavement Marking | <input type="checkbox"/> Drywall Taping | <input type="checkbox"/> Spray |
| <input type="checkbox"/> Wallpaper | <input type="checkbox"/> Swing Stage Work | <input type="checkbox"/> Exterior Insulation Finish System |
| <input type="checkbox"/> Roller | <input type="checkbox"/> Other (Specify) _____ | |

[28] METALS

- | | |
|--|--|
| <input type="checkbox"/> Reinforcing, Structural, or Ornamental ironwork | <input type="checkbox"/> Sheet Metal |
| <input type="checkbox"/> Flashing | <input type="checkbox"/> Other (Specify) _____ |

[29] ROOFING

- | | | |
|--|---|--|
| <input type="checkbox"/> Asphalt Shingle | <input type="checkbox"/> Slate or Tile | <input type="checkbox"/> Standing Seam Metal |
| <input type="checkbox"/> Built-Up | <input type="checkbox"/> Urethane Foam | <input type="checkbox"/> Wood Shingle |
| <input type="checkbox"/> Precast Slab | <input type="checkbox"/> Elastomeric or Elastoplastic | <input type="checkbox"/> Other (Specify) _____ |

[30] EXCAVATION AND OTHER SIMILAR WORK

- | | | |
|--|--|---|
| <input type="checkbox"/> Building Excavation | <input type="checkbox"/> Compressed Air Tunnel | <input type="checkbox"/> Marine Construction on Great Lakes |
| <input type="checkbox"/> Hydraulic or Mech. Dredging | <input type="checkbox"/> Bulk Excavation | <input type="checkbox"/> Caisson |
| <input type="checkbox"/> Demolition | <input type="checkbox"/> Well Drilling | |
| <input type="checkbox"/> Trenching (# Lineal Ft. and Max. Depth) | | |
| <input type="checkbox"/> Pipe, Sheet or "H" Piling | <input type="checkbox"/> Rough Grading | <input type="checkbox"/> Storm Sewer |
| <input type="checkbox"/> Free Air Tunnel | <input type="checkbox"/> Railroad Track | <input type="checkbox"/> Sanitary Sewer or Water Main |
| <input type="checkbox"/> Footing or Foundation | <input type="checkbox"/> Clearing or Grubbing Land | <input type="checkbox"/> Other (Specify) _____ |

[31] SURFACING AND PAVEMENT

- | | | |
|--|-------------------------------------|-----------------------------------|
| <input type="checkbox"/> Mineral Aggregate | <input type="checkbox"/> Bituminous | <input type="checkbox"/> Concrete |
| Number of Lineal Feet _____ | or Number of Square Feet _____ | or Number of Cubic Feet _____ |

[32] LANDSCAPING

- | | | |
|---|----------------------------------|--|
| <input type="checkbox"/> Seeding | <input type="checkbox"/> Sodding | <input type="checkbox"/> Lawn Sprinkler |
| <input type="checkbox"/> Planting Trees, Shrubs, Bushes, etc. | | <input type="checkbox"/> Other (Specify) _____ |

[33] OTHER WORK

- | | | |
|--|---|---|
| <input type="checkbox"/> Carpenter | <input type="checkbox"/> Fence or Guard Rail | <input type="checkbox"/> Hazardous Material Removal (Except Asbestos) |
| <input type="checkbox"/> Glazing | <input type="checkbox"/> Cabinetry | <input type="checkbox"/> Asbestos Removal or Abatement |
| <input type="checkbox"/> Batt or Blown Insulation | <input type="checkbox"/> Acoustical Ceiling Tile | <input type="checkbox"/> Dampproofing or Waterproofing |
| <input type="checkbox"/> Siding | <input type="checkbox"/> Lathing | <input type="checkbox"/> Installation of Heavy Machinery or equipment |
| <input type="checkbox"/> Carpeting or Soft Tile | <input type="checkbox"/> Drywall Hanging | <input type="checkbox"/> Trucking |
| <input type="checkbox"/> Temperature Control | <input type="checkbox"/> Elevator or Escalator | <input type="checkbox"/> Underwater Diving |
| <input type="checkbox"/> Flagging or Traffic Control | <input type="checkbox"/> Overhead Door Installation | <input type="checkbox"/> Other (Specify) _____ |

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked			
<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Electrician	25.50	9.53	35.03
Future Increase(s): Add \$1.75 on 6/1/02; Add \$1.80 on 6/1/03			
Elevator Constructor	23.36	5.64	29.00
Fence Erector	16.38	4.05	20.43
Fire Sprinkler Fitter	27.04	8.10	35.14
Glazier	28.27	2.98	31.25
Heat or Frost Insulator	25.76	10.47	36.23
Future Increase(s): Add \$1.25 on 6/1/02; Add \$1.25 on 6/1/03			
Insulator (Batt or Blown)	21.94	6.04	27.98
Ironworker	27.00	13.52	40.52
Lather	20.82	9.91	30.73
Future Increase(s): Add \$1.25 on 5/1/02; Add \$1.25 on 5/1/03			
Line Constructor (Electrical)	16.60	1.74	18.34
Marble Finisher	20.22	7.75	27.97
Marble Mason	26.88	6.85	33.73
Metal Building Erector	23.30	9.86	33.16
Millwright	24.31	7.92	32.23
Overhead Door Installer	21.95	6.83	28.78
Painter	21.56	6.46	28.02
Pavement Marking Operator	23.46	9.45	32.91
Piledriver	23.16	7.92	31.08
Pipeline Fuser or Welder (Gas or Utility)	39.69	9.75	49.44
Plasterer	21.25	9.25	30.50
Plumber	27.76	8.03	35.79
Future Increase(s): Add \$1.25 on 6/1/02; Add \$1.25 on 6/1/03			
Refrigeration Mechanic	25.71	9.44	35.15
Roofer or Waterproofer	29.26	5.90	35.16
Sheet Metal Worker	22.55	10.60	33.15
Steamfitter	28.26	8.55	36.81
Future Increase(s): Add \$1.25 on 6/2/02; Add \$1.25 on 6/1/03			
Teledata Technician or Installer	18.23	5.97	24.20
Temperature Control Installer	25.22	8.19	33.41
Terrazzo Finisher	17.23	7.00	24.23
Terrazzo Mechanic	23.47	8.05	31.52
Tile Finisher	18.20	8.20	26.40
Tile Setter	24.98	8.75	33.73
Tuckpointer, Caulker or Cleaner	26.43	7.55	33.98
Underwater Diver (Except on Great Lakes)	22.46	7.12	29.58
Well Driller or Pump Installer	20.15	5.80	25.95
Siding Installer	15.82	1.44	17.26
Swimming Pool Installer	16.59	4.47	21.06
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	22.77	10.15	32.92
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	21.21	7.77	28.98
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	18.86	7.53	26.39

Fringe Benefits Must Be Paid On All Hours Worked

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	17.07	6.51	23.58
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	16.02	1.72	17.74

TRUCK DRIVERS

Single Axle or Two Axle	18.00	0.00	18.00
Three or More Axle	18.40	7.49	25.89
Articulated, Euclid or Dumptor	23.91	10.15	34.06
Pavement Marking Vehicle	17.43	7.46	24.89
Truck Mechanic	22.35	6.14	28.49

LABORERS

General Laborer	19.23	6.29	25.52
Asbestos Abatement Worker	21.10	12.67	33.77
Landscaper	13.13	0.00	13.13
Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	17.07	6.62	23.69
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.33	1.52	18.85
Railroad Track Laborer	17.71	6.41	24.12

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

Crane; Backhoe (Track Type); Tractor or Truck Mounted Hydraulic Backhoe; Gradall (Cruz-Aire Type); Mechanic or Welder; Bulldozer or Endloader; Grader or Motor Patrol; Scraper; Power Subgrader; Asphalt Milling Machine; Boring Machine (Horizontal, Vertical or Directional); Air Track, Rotary or Percussion Drilling Machine; Trencher; Post Hole Digger or Driver; Tug or Launch (not performing work on the Great Lakes)	24.94	10.55	35.49
Farm or Industrial Type Tractor; Greaser; Compactor (Self-Propelled); Broom or Sweeper; Environmental Burner	9.00	0.15	9.15
Crusher, Screening or Wash Plant; Air Compressor (400 CFM or Over); Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Skid Steer Loader (With or Without Attachments); Skid Rig; Stump Chipper; Mulcher; Vibratory Hammer or Extractor	20.74	8.63	29.37

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

Crane, Tower Crane or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons; Crane, Tower Crane or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Feet or Over	26.47	10.55	37.02
Crane, Tower Crane or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under; Crane, Tower Crane or Derrick, With Boom, Leads and/or Jib Lengths Measuring 175 Feet or Under; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Traveling Crane (Bridge Type); Caisson Rig; Pile Driver; Dredge (Not Performing Work on the Great Lakes)	25.97	10.55	36.52

Fringe Benefits Must Be Paid On All Hours Worked

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Crane (Go-Devil Type) or Truck Mounted Hydraulic Crane (10 Tons or Under); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs.; Tractor or Truck Mounted Hydraulic Backhoe; Gradall (Cruz-Aire Type); Mechanic or Welder; Bulldozer or Endloader; Grader or Motor Patrol; Scraper; Concrete Pump, Grout Pump or Concrete Conveyor (Rotec or Bidwell Type); Concrete Breaker (Manual or Remote); Concrete Batch Plant; Power Subgrader; Concrete Spreader; Concrete Paver; Concrete Grinder or Planing Machine; Concrete Conveyor System; Concrete Slipform Placer; Curb and Gutter Machine; Roller (Over 5 Ton); Shouldering Machine; Boring Machine (Horizontal, Vertical or Directional); Air Track, Rotary or Percussion Drilling Machine; Straddle Carrier or Travel Lift; Forklift (Machinery Moving or Steel Erection); Manhoist or Elevator; Material or Stack Hoist; Trencher; Sideboom; Hydro-Blaster (10,000 PSI or Over); Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment	25.47	10.55	36.02
Farm or Industrial Type Tractor; Greaser; Compactor (Self-Propelled); Concrete Saw (Vermeer Type); Concrete Bump Cutter or Grooving Machine; Tining or Curing Machine; Roller (5 Tons or Under); Broom or Sweeper; Hoist (Tugger); Environmental Burner	22.87	10.55	33.42
Crusher, Screening or Wash Plant; Air, Electric or Hydraulic Jacking System; Air Compressor (400 CFM or Over); Generator (150 KW or Over); Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Skid Steer Loader (With or Without Attachments); Robotic Tool Carrier (With or Without Attachments); Skid Rig; Stump Chipper; Mulcher; Vibratory Hammer or Extractor	25.47	10.55	36.02
Oiler; Forklift	22.24	10.55	32.79
Gas or Utility Pipeline, Except Sewer and Water (Primary Equipment)	23.17	10.10	33.27
Gas or Utility Pipeline, Except Sewer and Water (Secondary Equipment)	22.52	9.70	32.22
Fiber Optic Cable Equipment	22.52	9.70	32.22

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).

Bricklayer, Blocklayer or Stonemason	22.97	4.86	27.83
Carpenter	9.83	0.00	9.83
Cement Finisher	21.40	8.05	29.45
Electrician	25.50	9.53	35.03
Future Increase(s): Add \$1.75 on 6/1/02; Add \$1.80 on 6/1/03			
Fence Erector	17.57	4.52	22.09
Ironworker	24.05	10.61	34.66
Line Constructor (Electrical)	20.23	0.00	20.23
Pavement Marking Operator	23.46	9.45	32.91
Piledriver	24.54	11.23	35.77
Future Increase(s): Add \$1.45 on 6/3/02; Add \$1.45 on 6/2/03			
Premium Pay: Add \$.65 for Piledriver Loftsmen; Add \$.75 for Sheet Pile Loftsmen.			
Plumber	28.66	6.88	35.54
Future Increase(s): Add \$1.25 on 6/2/01; Add \$1.25 on 6/1/03			

Fringe Benefits Must Be Paid On All Hours Worked

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Steamfitter	27.81	7.76	35.57
Teledata Technician or Installer	18.23	5.97	24.20
Tuckpointer, Caulker or Cleaner	25.73	6.90	32.63
Underwater Diver (Except on Great Lakes)	24.34	10.03	34.37
Well Driller or Pump Installer	20.15	5.80	25.95
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	26.26	8.97	35.23
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	21.21	7.77	28.98
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	18.86	7.53	26.39
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	17.07	6.51	23.58
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	14.44	5.81	20.25

TRUCK DRIVERS

Single Axle or Two Axle	12.95	4.71	17.66
Three or More Axle	16.43	4.16	20.59
Articulated, Euclid or Dumptor	17.98	6.17	24.15
Pavement Marking Vehicle	17.43	7.46	24.89
Truck Mechanic	22.35	6.14	28.49

LABORERS

General Laborer	17.79	4.75	22.54
Landscaper	19.21	6.01	25.22
Flagperson or Traffic Control Person	13.47	7.85	21.32
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	11.02	4.66	15.68
Railroad Track Laborer	17.71	6.41	24.12

HEAVY EQUIPMENT OPERATORS

Crane, Tower Crane or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons; Crane, Tower Crane or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Feet or Over; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over	26.47	10.55	37.02
Crane, Tower Crane or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under; Crane, Tower Crane or Derrick, With Boom, Leads and/or Jib Lengths Measuring 175 Feet or Under; Traveling Crane (Bridge Type); Caisson Rig; Pile Driver; Dredge (Not Performing Work on the Great Lakes); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs.	20.88	7.55	28.43
Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor or Truck Mounted Hydraulic Backhoe; Gradall (Cruz-Aire Type); Mechanic or Welder; Bulldozer or Endloader; Grader or Motor Patrol; Concrete Pump, Grout Pump, or Concrete Conveyor (Rotec or Bidwell Type); Concrete Breaker (Manual or Remote); Concrete Batch Plant; Power Subgrader; Concrete Spreader; Concrete Paver; Concrete Grinder or Planing Machine; Concrete Conveyor System; Concrete Slipform Placer; Curb and Gutter Machine; Roller (Over 5 Ton); Shouldering Machine; Boring Machine (Horizontal,	20.88	7.55	28.43

Fringe Benefits Must Be Paid On All Hours Worked

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Vertical or Directional); Air Track, Rotary or Percussion Drilling Machine; Straddle Carrier or Travel Lift; Manhoist or Elevator; Material or Stack Hoist; Trencher; Sideboom; Post Hole Digger or Driver; Tug or Launch (Not Performing Work on the Great Lakes)			
Farm or Industrial Type Tractor; Greaser; Compactor (Self-Propelled); Concrete Saw (Vermeer Type); Concrete Bump Cutter or Grooving Machine; Tining or Curing Machine; Roller (5 Ton or Under); Broom or Sweeper; Hoist (Tugger); Environmental Burner Future Increase(s): Add \$1.25 on 6/1/02	24.41	11.20	35.61
Crusher, Screening or Wash Plant; Air, Electric or Hydraulic Jacking System; Air Compressor (400 CFM or Over); Generator (150 KW or Over); Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Skid Steer Loader (With or Without Attachments); Robotic Tool Carrier (With or Without Attachments); Skid Rig; Stump Chipper, Mulcher; Vibratory Hammer or Extractor	20.38	1.91	22.29
Oiler; Forklift	19.83	9.61	29.44

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).

Bricklayer, Blocklayer or Stonemason	23.68	8.36	32.04
Carpenter	17.55	0.99	18.54
Cement Finisher	21.40	8.05	29.45
Electrician Future Increase(s): Add \$1.75 on 6/1/02; Add \$1.80 on 6/1/03	25.50	9.53	35.03
Fence Erector	17.57	4.52	22.09
Ironworker Future Increase(s): Add \$1.50 on 6/1/02	25.57	11.33	36.90
Line Constructor (Electrical)	20.23	0.00	20.23
Painter	16.00	0.40	16.40
Pavement Marking Operator	23.46	9.45	32.91
Piledriver	23.16	7.92	31.08
Rofer or Waterproofer	29.26	5.90	35.16
Teledata Technician or Installer	18.23	5.97	24.20
Tuckpointer, Caulker or Cleaner	25.73	6.90	32.63
Underwater Diver (Except on Great Lakes)	22.46	7.12	29.58
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	26.26	8.97	35.23
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	21.21	7.77	28.98
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	18.86	7.53	26.39
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	17.07	6.51	23.58
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	14.44	5.81	20.25

Fringe Benefits Must Be Paid On All Hours Worked

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
TRUCK DRIVERS			
Single Axle or Two Axle	12.95	4.71	17.66
Three or More Axle	13.19	3.68	16.87
Articulated, Euclid or Dumptror	17.98	6.17	24.15
Pavement Marking Vehicle	17.43	7.46	24.89
Shadow or Pilot Vehicle	17.98	8.03	26.01
Truck Mechanic	22.35	6.14	28.49
LABORERS			
General Laborer	19.70	6.32	26.02
Future Increase(s): Add \$1.25 on 6/1/02; Add \$1.25 on 6/1/03; Add \$1.25 on 6/1/04. Premium Pay: Add \$.10 for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15 for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20 for blaster and powderman; Add \$.25 for bottomman; Add \$.35 for line and grade specialist; Add \$.45 for pipelayer.			
Landscaper	16.85	6.32	23.17
Flagperson or Traffic Control Person	13.47	7.85	21.32
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	11.02	4.66	15.68
Railroad Track Laborer	17.71	6.41	24.12
HEAVY EQUIPMENT OPERATORS CONCRETE PAVEMENT OR BRIDGE WORK ONLY			
Crane, Tower Crane or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons; Crane, Tower Crane or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Feet or Over	16.32	3.02	19.34
Crane, Tower Crane or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under; Crane, Tower Crane or Derrick, With Boom, Leads and/or Jib Lengths Measuring 175 Feet or Under; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Pile Driver; Dredge (Not Performing Work on the Great Lakes)	25.97	10.55	36.52
Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs.; Tractor or Truck Mounted Hydraulic Backhoe; Gradall (Cruz-Aire Type); Mechanic or Welder; Bulldozer or Endloader; Grader or Motor Patrol; Scraper; Concrete Pump, Grout Pump or Concrete Conveyor (Rotec or Bidwell Type); Concrete Breaker (Manual or Remote); Concrete Batch Plant; Power Subgrader; Concrete Spreader; Concrete Paver; Concrete Grinder or Planing Machine; Concrete Conveyor System; Concrete Slipform Placer; Curb and Gutter Machine; Air Track, Rotary or Percussion Drilling Machine; Straddle Carrier or Travel Lift; Trencher; Post Hole Digger or Driver; Tug or Launch (Not Performing Work on the Great Lakes)	16.59	2.37	18.96
Farm or Industrial Type Tractor; Greaser; Compactor (Self-Propelled); Concrete Saw (Vermeer Type); Concrete Bump Cutter or Grooving Machine; Tining or Curing Machine; Environmental Burner	23.81	10.55	34.36
Oiler; Crusher, Screening or Wash Plant; Air Compressor; Generator; Pump (3 Inch or Over) or Well Points; Forklift; Skid Steer Loader (With or Without	14.80	10.15	24.95

Fringe Benefits Must Be Paid On All Hours Worked

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Attachments); Skid Rig; Stump Chipper; Mulcher; Vibratory Hammer or Extractor			
Fiber Optic Cable Equipment	22.52	9.70	32.22

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

Crane, Tower Crane or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons; Crane, Tower Crane or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Feet or Over	16.32	3.02	19.34
Crane, Tower Crane or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under; Crane, Tower Crane or Derrick, With Boom, Leads and/or Jib Lengths Measuring 175 Feet or Under; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Pile Driver; Dredge (Not Performing Work on the Great Lakes)	25.07	10.15	35.22
Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs.; Tractor or Truck Mounted Hydraulic Backhoe; Gradall (Cruz-Aire Type); Mechanic or Welder; Bulldozer or Endloader; Grader or Motor Patrol; Scraper; Concrete Breaker (Manual or Remote); Power Subgrader; Concrete Grinder or Planing Machine; Concrete Slipform Placer; Curb and Gutter Machine; Asphalt Plant; Asphalt Paver; Asphalt Screed; Asphalt Milling Machine; Roller (Over 5 Ton); Shouldering Machine; Trencher; Post Hole Digger or Driver Future Increase(s): Add \$1.30 on 6/1/02; Add \$1.30 on 6/1/03; Add \$1.25 on 6/1/04.	24.81	10.55	35.36
Farm or Industrial Type Tractor; Greaser; Compactor (Self-Propelled); Roller (5 Ton or Under); Broom or Sweeper; Environmental Burner Future Increase(s): Add \$1.30 on 6/1/02; Add \$1.30 on 6/1/03; Add \$1.25 on 6/1/04.	24.81	10.55	35.36
Oiler; Crusher, Screening or Wash Plant; Air Compressor; Generator; Pump (3 Inch or Over) or Well Points; Forklift; Skid Steer Loader (With or Without Attachments); Skid Rig; Stump Chipper; Mulcher; Vibratory Hammer or Extractor	19.83	9.61	29.44
Fiber Optic Cable Equipment	22.52	9.70	32.22

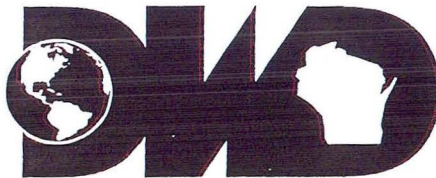
This document **MUST BE POSTED** by the **CONTRACTING AGENCY** in at least one conspicuous and easily accessible place on the site of the project. A local governmental unit may post this document at the place normally used to post public notices if there is no common site on the project. This document **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 most 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) 266-0028.

The following statutory provisions apply to local governmental unit public works projects and are set forth below pursuant to the requirements of s. 66.0903 (8), Stats.

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

Any contractor, subcontractor or agent thereof, 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 determined under sub.(3), shall be liable to any affected employe in the amount of his or her unpaid wage or his or her unpaid overtime compensation and in an additional equal amount as liquidated damages. An action to recover the liability may be maintained in any court of competent jurisdiction by any employe for and in behalf of that employe and other employes similarly situated. No employe may be a party plaintiff to any such action unless the employe consents in writing to become such 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.

Scott McCallum
Governor
Jennifer Reinert
Secretary
J. Sheehan Donoghue
Division Administrator



EQUAL RIGHTS DIVISION
1 South Pinckney Street, Room 320
P.O. Box 8928
Madison, WI 53708
Telephone: (608) 266-6860
Fax: (608) 267-4592
TTY: (608) 264-8752
<http://www.dwd.state.wi.us/>

State of Wisconsin
Department of Workforce Development

DEPARTMENTAL ORDER

DAVID BOTTS, DIRECTOR OF PUBLIC WORKS
CITY OF БЕЛОIT
100 STATE ST
BELOIT, WI 53511

RE: BELOIT BIG LAWN
CITY OF БЕЛОIT, ROCK COUNTY, WI
Determination No. 200200962 Project No. 1720

The application which you filed or was filed on your behalf, by the person copied below, for a prevailing wage rate determination applicable to the above-referenced project has been received.

A survey was conducted to determine the prevailing wage rate for the trade(s) or occupation(s) needed to complete the project. The findings of the survey are set forth in the enclosed 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 in which the project is located, you have the right to request the department to conduct an administrative review regarding such wage rate.

Your request must be made, in writing, within 30 days from the date indicated below and at least 10 days before the date a construction contract(s) is to be awarded or negotiated. Your request must also include wage rate information on at least three (3) similar projects located in the city, village or town where the proposed project is located on which some work was performed by the contested trade(s) or occupation(s) during the current survey period and which was previously considered by the department in issuing the enclosed determination. See s. DWD 290.10 of the Wisconsin Administrative Code and either s. 66.0903 (3)(br) or s. 103.49 (3)(c), Stats. for a complete explanation of the administrative review process.

Now, therefore, it is hereby ORDERED that the prevailing wage rates set forth in the enclosed determination shall only be applicable to the above referenced project. This ORDER shall be deemed a FINAL ORDER of this department unless a timely request for an administrative review is filed with the department or a construction contract(s) is not awarded or negotiated before the determination's expiration date.

DATED

5/23/2002

Enclosures

FOR THE DEPARTMENT



M J Dixon, Chief
Labor Standards Bureau
Construction Wage Standards Section
(608) 266-0028

cc: LINDA V SIEVERT, LANDSCAPE ARCHITECT
SCHREIBER ANDERSON ASSOCIATES INC
1435 E MAIN ST
MADISON, WI 53704

Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination

Personally identifiable information may be used for secondary purposes.
(See Section 15.04(1)(m), Wisconsin Statutes for details.)

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

State Of _____))SS County Of _____)	Project Name: _____ Project #: _____ Determination #: _____ Date Determination Issued: _____ Awarding Agency: _____
--	--

Date Of Subcontract: _____

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) 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 of 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 or Business	
Address (Include Street or P.O. Box, City, State and ZIP Code)	
PRINT Name of Authorized Officer	Date Signed
Signature of Authorized Officer	() Telephone Number

The statutory authority for the use of this form is prescribed in Sections 66.0903(9)(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.

Request To Employ Subjourneyperson

Personal information you provide may be used for secondary purposes.
[See Section 15.04(1)(m), Wisconsin Statutes for details.]

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 utilize a subjourneyperson(s) on the following public works project, in accordance with the provisions of Section DWD 290.025, Wisconsin Administrative Code.

(1) Name of Public Works Project _____

County _____ City, Village or Township _____

Determination Number _____ Project Number _____

(2) Name of Employee (Last, First and Initial) P.O. Box or Street Address City, State, Zip Code Date of Birth Journey Classification

(3) Name of Employer (Print) _____ Name of Person Making Request (Print) _____

P O Box or Street Address _____ City, State, Zip Code _____

Telephone Number (____) _____ Title of Requestor _____

READ CAREFULLY: I fully understand that this request is ONLY applicable to the project and employee(s) listed above and that such employee(s) will ONLY work under the direction of and directly assist a skilled trades employee by frequently using the tools of a skilled trades employee and will NOT regularly perform the duties of a general laborer, heavy equipment operator or truck driver. If the employee(s) indicated above regularly perform(s) the work of a different trade or occupation, he/she will be compensated for such work at the applicable journeypersons prevailing wage rate. I agree not to employ any employee as a subjourneyperson on this project until I receive written confirmation from the DWD. After such confirmation is received, I will compensate the employee(s) indicated above in strict accordance with the directions received from the DWD.

Signature of Requestor _____ Date Signed _____

MAIL COMPLETED REQUEST TO Equal Rights Division, Labor Standards Bureau, P. O. Box 8928 Madison WI 53708.

You may call (608) 266-6860 if you need assistance in completing your request.

The use of this form is mandatory.

The authority for the use of this form is prescribed in Section DWD 290.025, Wisconsin Administrative Code.

The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

Personally identifiable information may be used for secondary purposes.
 (See Section 15.04(1)(m), Wisconsin Statutes for details.)

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

State Of _____))SS
County Of _____)	

Project Name: _____

Project # : _____ Determination # : _____

Date Determination Issued: _____

Awarding Contractor: _____

Date Of Subcontract: _____

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 subcontract with the above-named awarding contractor and make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(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 all of 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 contractor.

Name of Corporation, Partnership, Sole Proprietorship or Business	
Address (Include Street or P.O. Box, City, State and ZIP Code)	
PRINT Name of Authorized Officer	Date Signed
Signature of Authorized Officer	() Telephone Number

The statutory authority for the use of this form is prescribed in Sections 66.0903(9)(b) and 103.49(4r)(b), 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.

Disclosure of Ownership

Personal information you provide may be used for secondary purposes. (See Section 15.04(1)(m) Wisconsin Statutes for details.)

- On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes the contractor shall disclose to such state agency or local governmental unit 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.
- 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 and any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.
- This form ONLY needs to be completed if (a) the contractor, or a shareholder, officer or partner of the contractor, 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 has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years; and (b) the Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" 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. This form DOES NOT have to be completed if the requirements of both (a) and (b) above are not met. If the requirements of both (a) and (b) above are met, this form must ONLY be filed with the state agency or local governmental unit that will be awarding the contract.
- Name and address of other construction business of any "other construction business" which meets all of the criteria specified in (2) and (3) above.

Name of Other Construction Business

Street Address or P.O. Box, City, State and 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 Name of Authorized Officer

Signature of Authorized Officer

Title of Authorized Officer

This _____ Day of _____

Name of Corporation, Partnership or Sole Proprietorship

Address (Include Street or P.O. Box, City, State and Zip Code)

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(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.

RECEIVED
MAY 28 2002

Issue No. 39
2001
Page 1 of 2

Consolidated List of Debarred Contractors

September 20,

Prepared and Issued By
State of Wisconsin
Department of Workforce Development

This list has been prepared in accordance with the provisions of s. 66.0903(12) and s. 103.49(7), 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 or local governmental unit 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 Pat Hewitt, Equal Rights Division, P. O. Box 8928, Madison, WI 53708 or call (608) 266-6469. Deaf, hearing or speech impaired callers may contact the department by calling it's TDD number (608) 264-8752.

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
ALH Builders, Inc.	2410 Daniels Street, Unit "C" Madison, WI 53704	10/1/97	9/30/99	1 and 2	7-10/1995	None
B.P. Phillips Construction, Inc.	1570 Fire Lane Drive Green Bay, WI 54311	9/19/01	9/18/04	1, 2 and 4	4/7/97 to 3/7/98	None
Dependable Services, Inc.	3036 North 46th Street Milwaukee, WI 53210	10/1/96	9/30/99	1, 2 and 4	4-5/1995	None
Cy Duvall Construction	4319 W. Clara Lane Muncie, IN 47304-5470	4/1/01	6/30/01	1	12/6/98 to 3/28/99	None
DuFrane Quality Painting Co.	743 Eighth Street Waupaca, WI 54981	4/1/01	9/30/02	1 and 4	12/10/98 to 4/1/99	None
DuFrane, Tracy	See DuFrane Quality Painting Co.					
Duvall, Cy	See Cy Duvall Construction					

PUBLIC WORKS CONTRACT
NUMBER C02-12
BIG LAWN PROJECT

THIS CONTRACT is made this _____ day of _____,
20____, by and between the **City of Beloit**, a Wisconsin municipal corporation, with its
principal place of business at 100 State Street in the City of Beloit, Rock County,
Wisconsin, hereinafter called the "**City**", and _____
(Name of person, corporation, partnership or

_____)
other organization contracting with the City)

*(an individual doing business as _____)

*(a corporation organized and existing under the laws of the State of _____)

*(a limited liability company organized and existing under the laws of the State of _____)

*(a partnership consisting of the following partners _____)

with its principal place of business located at _____
_____ in the City of _____, County of _____
_____, and State of _____, hereinafter called "**Contractor**".

The **Contractor** and the **City**, for the consideration stated herein, agree as follows:

ARTICLE I
SCOPE OF WORK

The **Contractor** shall provide all labor, services, materials, tools, equipment, utilities and
transportation necessary for the performance of the work described in the plans and
specifications furnished by the City of Beloit. All work shall be performed and completed in a
workmanlike manner and to the satisfaction of the Engineering Division of the City of Beloit or its

*Strike if not applicable.

duly appointed representative.

ARTICLE II
CONTRACT DOCUMENTS

The Contract documents attached herein shall consist of the Plans, Advertisement for Bids, Information for Bidders, Bid Forms and Proposals, Affidavit and Statement on Plans and Specifications, Non-collusion Bidding Certificate, List of Subcontractors, Bid Bond, Prevailing Wage Rate, if any, this Contract, Performance Bond, Payment Bond, General Specifications, Detailed Specifications, Special Provisions, and Addendum, if any.

ARTICLE III
COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work under this Contract by July 16, 2002 and upon receipt of written notice from the **City** to do so and will substantially complete the same by August 30, 2002. Time is of the essence with respect to the date of commencement and the date of completion of the work.

ARTICLE IV
LIQUIDATED DAMAGES

If **Contractor** fails to complete the work within the time specified in Article III, **Contractor** shall pay the **City**, as liquidated damages, the sum of **\$500 per day** for each and every day's delay. The **Contractor** shall not be responsible for liquidated damages if the delay is caused by civil disorder, strike, fire, flood, act of God or other cause not within the control of the **Contractor**, and which by the exercise of reasonable diligence the **Contractor** is unable to prevent, whether one of the causes enumerated herein, and the time for performance shall be extended by the period of delay occasioned by any such cause.

ARTICLE V
OBSERVATION CHARGES

If **Contractor** fails to perform the work within the time specified in Article III, the **Contractor** shall pay the **City** an observation fee of **\$80 per hour** during the delay that a **City**

engineer is required to observe the work site. The amount of such fee will be deducted from the moneys that may be due the contractor from the City.

ARTICLE VI
COMPLETION OF WORK BY THE CITY

If the **Contractor** fails to complete the work in a timely or workmanlike manner, the **City** may give the **Contractor** a 3-day written notice to correct the deficiencies. If the **Contractor** fails to correct the deficiencies within the time prescribed by the notice, the **City** may complete the work and deduct the cost of the work from the payment due the **Contractor**. If the **City** employs another **Contractor** to finish the work, the **City** may use any scaffolding or other materials on the premises belonging to the **Contractor** to complete the work.

ARTICLE VII
CONTRACT PRICE

The **City** shall pay the **Contractor** for the performance of this Contract in one of the following ways:

"A. UNIT PRICE: The Contract price shall be computed on the basis of the quantities of unit items of work completed at unit prices bid for such items in the **Contractor's** Proposal, as full compensation for everything furnished and performed under this contract or

~~****B. STIPULATED SUM:** The **City** shall pay \$ _____ as provided in the **Contractor's** proposal, plus or minus any change orders issued in accordance with the General Specifications.~~

If the amount of this contract exceeds \$35,000, as indexed under s. 779.14(1s), Wis. Stats., contractor shall maintain, to the extent practicable, a list of all subcontractors and suppliers performing labor or furnishing materials under this contract.

****Strike Paragraph A or B as appropriate.**

ARTICLE VIII
LIABILITY PROTECTION

A. **INDEMNIFICATION**: The **Contractor** shall indemnify and hold the **City**, its officers, agents and employees, harmless from any and all claims, including claims for damages to property, personal injury, consequential and incidental damages, loss of income or revenue, costs and expenses, including reasonable attorneys fees, arising out of any acts or omissions of the Contractor, its employees, agents and subcontractors during the performance of this Contract.

B. **SAFETY RULES AND REGULATIONS**: The **Contractor** shall initiate, maintain and supervise all safety programs connected with the performance of this Contract. The **Contractor** shall also take reasonable safety precautions to prevent damage to property and injury to persons on or adjacent to the work site. The **Contractor** shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction over the work site and the persons at the site. The **Contractor** shall pay all claims for property damage or personal injury caused by the **Contractor**, its employees, agents or subcontractors.

C. **INSURANCE**: The **Contractor** shall, at its expense, procure the following insurance policies from insurance companies licensed to do business in the State of Wisconsin, with Best's ratings of no less than "AVII," in amounts and coverages not less than hereinafter set forth. All insurance companies and required endorsements shall be approved by the **City** prior to execution of this Contract.

1. **Commercial General Public Liability Insurance:** The Contractor shall procure a Commercial General Liability policy with the following standard limits:

General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit/Any One Fire	(N/A)
Medical Expense Limit/Any One Person	\$10,000

The Commercial General Liability policy will include protection for:

- (a) Bodily Injury and Property Damage Liability arising from premises, operations, products and completed operations.
- (b) Contract Liability coverage for this Contract and related contracts, including subcontracts.
- (c) Coverage for bodily injury or personal injury inflicted by one Contractor employee upon another.

2. **Worker's Compensation and Employers' Liability Policy:** The Contractor shall provide a Worker's Compensation and Employers' Liability policy with statutory limits or \$1,000,000, whichever is greater.

3. **Commercial Automobile Liability Insurance:** The Contractor shall provide Commercial Automobile Liability insurance covering all licensed vehicles and equipment owned by the Contractor and all drivers employed by the Contractor in the amount of \$1,000,000.

The policy should cover:

- (a) All non-owned or hired vehicles.
- (b) Uninsured/Underinsured Motorist Liability coverage at full policy limits.
- (c) Cross-suits.
- (d) Bodily injury and property damage for the transportation of mobile equipment by a vehicle owned or operated by the Contractor or rented or leased to the Contractor.

- (e) Automobile medical payment coverage of at least \$10,000.
- (f) Coverage for injuries caused by fellow employees.
- (g) Contractual liability coverage for this Contract and related contracts, including subcontracts.

4. **Certificate of Insurance**: The Contractor shall provide the City with a certificate of insurance coverage required by this Contract. The certificate shall name the City as an additional insured and shall provide that the policies of insurance shall not be canceled or altered without thirty (30) days prior written notice to the City.

**ARTICLE IX
WORK IN PROGRESS**

The City shall not be liable for any loss or damage that may happen to the Contractor's work, or any part thereof, prior to completion.

**ARTICLE X
SAFETY PRECAUTIONS**

Should the performance of the work in any manner obstruct the streets or sidewalks, the Contractor shall put up and maintain barriers and lights to prevent accidents and be liable for all damages caused by his failure so to do; and further, the Contractor shall be liable for all damages caused by the negligent digging up of streets, alleys, or public grounds, or which may result from his carelessness in the prosecution of such work.

**ARTICLE XI
MATERIALS ON SITE**

The City shall not be liable for any loss or damage to any materials stored on the work site for use in the Contractor's work. The Contractor shall not remove any materials from the work site without the written consent of the City.

**ARTICLE XII
ALTERATIONS**

Contractor shall carefully examine "Section XI - Alterations" of the General

Specifications of the Contract.

ARTICLE XIII
PAYMENT AND PERFORMANCE BOND

The **Contractor** shall pay all claims for labor performed and materials furnished, used or consumed in the performance of this Contract, including, without limitation, because of specific enumeration, fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electric energy, gasoline and other motor oil, lubricating oils and greases, and the premiums for workmen's compensation insurance, the contributions for unemployment compensation and state imposed taxes.

The **Contractor** shall furnish a bond, the penalty of which shall not be less than 110% of the contract price, conditioned for the faithful performance of the contract and the payment to every person entitled thereto of all the claims for labor performed, and materials furnished under the contract, to be used or consumed in performing the contract and as above specified, such bond to be approved by the City Attorney. No assignment, modification, or change of the contract, or change in the work covered thereby, nor any extension of time for completion of the contract shall release the sureties on said bond.

ARTICLE XIV
PROGRESS PAYMENTS

1. As the work progresses under the contract, the City shall grant to the Contractor payments in accordance with Section IX of the General Specifications.

2. If the amount of this contract exceeds \$10,000 but does not exceed \$100,000 the City may make direct payment to subcontractors or pay the Contractor with checks payable to both the Contractor and subcontractor.

3. The provisions of paragraph (2) of this Article do not apply to a contract for construction, improvement, extension, repair, replacement or removal of a transportation facility, as that term is defined in s. 84.185(1)(d), Wis. Stats.; bikeway, as that term is defined in s

84.60(1)(a); bridge; parking lot or airport facility.

ARTICLE XV
WAGE RATES

The **Contractor** shall pay its employees working under this Contract in accordance with any applicable wage rate scale. The **Contractor** shall also require its subcontractors to pay their employees working under this Contract in accordance with the applicable wage rate scale.

ARTICLE XVI
NON-RESIDENT CONTRACTORS

If the **Contractor** is not a resident of the State of Wisconsin, the **Contractor** shall file a surety bond with the Wisconsin Department of Taxation in accordance with Section 71.80(16), Wis. Stats. The **Contractor** shall provide the **City** with a copy of the surety bond, which bond shall become one of the Contract documents.

ARTICLE XVII
NON-DISCRIMINATION

The **Contractor** shall not discriminate against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. In the event any portion of this Contract is sublet by the **Contractor**, said **Contractor** shall include in such subcontract, a provision prohibiting the subcontractor from discrimination against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex or sexual orientation. This provision is inserted herein in compliance with Section 1.25 of the Code of General Ordinances of the City of Beloit, and shall be interpreted so as to carry out the intent of said ordinance.

ARTICLE XVIII
AFFIRMATIVE ACTION

The **Contractor** (has adopted)(agrees to adopt) an affirmative action plan to increase in

Contractor's partners, associates and employees, the representation and number of under-represented groups which have been victims of employment discrimination in all of contractor's departments, job classifications and salary categories. Contractor agrees to include the same provision in its subcontracts and to require its subcontractors to include the same provision in their subcontracts. This provision is inserted herein in compliance with Section 1.25 of the Code of General Ordinances of the City of Beloit, and shall be interpreted so as to carry out the intent of that ordinance.

IN WITNESS WHEREOF, The parties hereto have caused this instrument to be executed the day and year first above written in _____ counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original thereof.

CONTRACTOR:

By: _____ (SEAL)

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

CONTRACT

If the **Contractor** is a Corporation, the following certificate shall be executed:

I, _____, certify that:

1. I am the Secretary of the Corporation named as **Contractor**.

2. _____, who signed the Contract on behalf of the Corporation, was then the _____ of said Corporation.

3. That the person who signed on behalf of the Corporation was authorized to do so by the corporate governing body or by the bylaws of the Corporation.

(Corporate Seal)

CITY OF BELOIT:

By: _____
City Manager

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

I hereby certify that sufficient funds are in the treasury to meet the expense of this Contract or provision has been made to pay the liability that accrues under this Contract.

Comptroller

PERFORMANCE BOND

KNOW ALL MEN: That we _____(Contractor) of _____, hereinafter called the principals, and _____

(Name and address of legal title of one or more sureties) hereinafter called the Surety or Sureties, are held and firmly bound unto the City of Beloit, a municipal corporation, of Beloit, Wisconsin, hereinafter called the City, in the sum of _____ (DOLLARS)(\$ _____) (BEING 110% OF THE BID AMOUNT) for the use and benefit of claimants as herein below defined, for the payment whereof of the Principal and Surety or Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written Agreement dated _____, 20____, entered into a contract with the City for the construction of _____

in accordance with City plans and specifications, which Agreement is by reference made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the work on his part, and shall fully indemnify and save harmless the City from all cost and damage which is may suffer by reason of failure so to do, and shall fully reimburse and repay the City all outlay and expense which the City may incur in making good any default, and further, that if the Principal shall pay to every person entitled thereto of all the claims for labor performed and materials furnished under the contract to be used or consumed in making such public improvement or performing such public work as provided in the contracts, failing which such persons shall have a direct right of action against the Principal, and Surety under this right of action against the Principal, and Surety under this Obligation, subject to the City's priority, then this Obligation, shall be null and void, otherwise it shall remain in full force and effect.

A claimant is one defined as having a claim for labor performed and materials furnished,

PERFORMANCE BOND

used or consumed in making the public improvement of performing the public work, including, without limitation because of specific enumeration, fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electric energy, gasoline, motor oil, lubricating oil, greases, premiums for workmen's compensation insurance and contributions for unemployment compensation.

Provided, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this Bond later than one year after completion of work under the Contract. Completion is agreed to mean final acceptance by the City.

And provided, that any alterations or additions which may be made in the work to be done, or the giving by the City of any extensions of time for the performance of the work, or any other forbearance on the part of either the City or the Principal to the order shall not in any way release the Principal and the Surety or Sureties, or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration, extension or forbearance being hereby waived.

Signed and Sealed this _____ day of _____, 20____.

CONTRACTOR

ATTEST: _____

BY: _____ (Seal)
SURETY

ATTEST: _____

BY: _____ (Seal)

APPROVED AS TO FORM: _____, 20____

_____, **OWNER**

PAYMENT BOND

BOND NO. _____ AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ of _____ hereinafter called the CONTRACTOR (Principal), and _____, a corporation duly organized and existing under and by virtue of the laws of the State of _____ hereinafter called the SURETY, and authorized to transact business within the State of Wisconsin, as SURETY, are held and firmly bound unto the City of Beloit, Wisconsin, as OWNER (Obligee), in the sum of: _____ (DOLLARS) (\$ _____) (110% OF THE BID AMOUNT), lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT :

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the OWNER, dated _____, 20__, for _____.

IF CONTRACTOR shall make all payments as required by the terms and conditions of the within and foregoing Contract within two (2) years after the completion and acceptance of the foregoing Contract, as well as all other payments for goods and services rendered in connection with the performance of said Contract for which any common law of statutory mechanics lien is available, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

PROVIDED, HOWEVER, that no final settlement between the OWNER and the

CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, FURTHER, that the SURETY, for value received, hereby stipulated and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Document or to the work to be performed thereunder, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract Documents.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

ATTEST: _____

BY: _____ (Seal)

SURETY

BY: _____ (Seal)

ATTEST: _____

APPROVED AS TO FORM: _____, 20____
_____, OWNER

NOTE: The SURETY named on this bond shall be one who is licensed to conduct business in the state where the project is located, and named in the current 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 Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act for the SURETY at the time of the signing of this bond.

GENERAL SPECIFICATIONS

SECTION I - INTERPRETATION OF PHRASES

1. The "Standard Specifications for Sewer and Water Construction in Wisconsin", Fifth Edition, March 1, 1988, with Addendum No. 1, January 2, 1992, will govern all utility work performed on this project.
2. The State of Wisconsin, Department of Transportation, "Standard Specifications for Highway and Structure Construction", 1996 Edition, all "Supplemental Specifications", and all "Interim Supplemental Specifications", will govern all road work performed on this project.
 - A. All references to the "Department" or "State" (The "Department" of Transportation of the "State" of Wisconsin) shall be interpreted to mean the Owner, the City of Beloit.
 - B. 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 751 through 754 of the "State Specifications". The Engineer shall make any necessary adjustments or interpretations.

In the event of a discrepancy between these "Special Provisions" and either Items 1 or 2 above, these "Special Provisions" shall govern.

3. Engineer - Whenever the word "Engineer" is used, it shall be held to mean City Engineer of the City of Beloit, or the Engineer in charge of the work herein specified.
4. City - Whenever the word "City" is used, it shall be held to mean the City of Beloit, acting through its City Manager or his duly authorized representatives.
5. Contractor - Whenever the word "Contractor" is used, it shall be held to mean any contractor, or firm of contractors, or any member of a firm of contractors or any corporation undertaking a contract of the work herein specified.
6. Consulting Engineer - Whenever the word "Consulting Engineer" is used, it shall be held to mean that Engineering Firm retained by the City of Beloit and to act on behalf of the City of Beloit in the supervision of construction of the work herein specified.
7. Plans - All drawings, reproductions and revisions thereof pertaining to all the work covered by this contract.

SECTION II - ENGINEER'S DECISION FINAL

Should any dispute arise between the Contractor and the Engineer, as to the true meaning of the plans or specifications at any point, or as to the manner of execution of the work, or the quality of the work executed, the decision of the Engineer when approved by the City shall be final and conclusive.

GENERAL SPECIFICATIONS, CONTINUED

SECTION III - SUITABLE METHODS AND EQUIPMENT TO BE USED

The Contractor shall use such methods and equipment for the performance of all operations connected with the work under this Contract as will assure a satisfactory quality of work and rate of progress.

SECTION IV - PLANS AND SPECIFICATIONS AT PROJECT SITE

The Contractor shall have a complete set of plans and specifications at the project site at all times. Specifications include:

- (1) Project manual including Special Provisions;
- (2) "Standard Specifications", if applicable;
- (3) "State Specifications":
- (4) Other documents pertaining to the project.

SECTION V - ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement on any patent rights and save the City harmless from loss on account thereof.

SECTION VI - SUSPENSION OF WORK

The City Engineer may, from time to time, suspend the work at certain places, or altogether, if in his opinion public need requires it, but the City Engineer shall not have the right to stop work altogether for more than one week at any one time. In case of any suspension, whether ordered by the City Engineer or due to inclement weather, the Contractor shall not have any claim for damages on account of such delay, but time for the completion of the work shall be extended by as many days as the work shall have been suspended. In all cases, days shall be calendar days and not working days.

SECTION VII - UNNECESSARY DELAYS

If at any time the City shall be of the opinion that the work is unnecessarily delayed and will not be finished within the prescribed time, it shall notify the Contractor in writing to that effect. If the Contractor should not, within twenty (20) days thereafter take such measures that shall in the judgment of the City insure the satisfactory completion of the work, the City may then notify the contractor to discontinue all work under this contract; and it is hereby agreed that the Contractor shall immediately respect such notice, stop his work and cease any rights in the possession of the ground.

GENERAL SPECIFICATIONS, CONTINUED

SECTION VIII - DISCONTINUANCE OF THE WORK

The City shall thereupon have the power to place such and so many persons as it may deem advisable, by contract or otherwise, to work at and complete the work herein described; to use such materials and tools that they may find upon the line of the work; to procure other materials for the completion of the same; and to charge the expense of such labor and materials to the Contractor; and the expense so charged shall be deducted and paid out of such moneys as may then be due, or may thereafter any time become due to the Contractor, or such expense shall be collected from the Contractor's bondsman or surety.

SECTION IX - PAYMENTS

- A. Progress Payments - The City shall make payments on the account of the contract as provided herein as follows:

On or about the 10th day of each month, the City Engineer shall, grant to the Contractor an estimate of the amount and proportionate value of the work done, which shall entitle the Contractor to receive the amount thereof, less the retainage, from the proper fund. On all such contracts, the retainage shall be an amount equal to 10% of said estimate until 50% of the work has been completed. At 50% completion, further partial payments shall be made in full to the Contractor and no additional amounts may be retained unless the architect or engineer certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the Contractor. At 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, an amount retained may be paid to the Contractor. When the work has been substantially completed except for work which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of the municipality are valid reasons for noncompletion, the municipality may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed or in the alternative may pay out the entire amount retained and receive from the Contractor guarantees in the form of a bond or other collateral sufficient to ensure completion of the job. For the purposes of this section, estimates may include any fabricated or manufactured materials and components specified, previously paid for by the Contractor and delivered to the work or properly stored and suitable for incorporation in the work embraced in the contract.

- B. Final Payment - Final payment shall be due and owing after the final acceptance of the work, provided the work shall be "completed and the contract fully performed."

Upon receipt of written notice that the work is ready for final acceptance, the City shall promptly make such acceptance, and the Engineer or Consulting Engineer shall thereupon issue a final certificate stating that the work has been completed and is accepted under the terms and conditions of this agreement, and that the entire balance is due and owing to the

GENERAL SPECIFICATIONS, CONTINUED

Contractor.

Before issuance of final payment, the Contractor shall submit evidence satisfactory to the City that all payrolls, materials bills, and other indebtedness connected with the work have been paid or otherwise satisfied.

- C. Payments may be withheld on account of (1) defective work not remedied; (2) claims filed; (3) failure of the Contractor to make payments promptly to subcontractors for labor, materials, or equipment; (4) damage to another Contractor; or (5) unsatisfactory prosecution of the work by the Contractor.
- D. Final payment shall not be due until the Contractor has delivered to the owner a complete release of all liens arising out of the contract or receipt in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the City indemnifying it against any liens.
- E. In case the work under any contract is defaulted or not completed within the time required, the City may take charge of or authorize the surety to take charge of the work and finish it at the expense of the Contractor and his sureties, and to apply the amounts retained from estimates to the completion of the work. In no case shall the amount retained be returned to the Contractor until the contract is performed. The retained amounts shall be used in whole or in part to complete the work. Any amount remaining from the retained estimates after the completion of a contract shall be paid to the Contractor.

SECTION X - INJUNCTIONS

If the Contractor is stopped from proceeding with any portion or all of the work by an injunction, then the time within which he is to finish the work shall be extended by as many days as he is stopped; provided, however, that if he be thus stopped more than three (3) months, the City shall have the right to annul said portion or all of this contract; and in case said portion or all be so annulled, the Contractor shall be paid for the amount of work he has done upon that portion of the contract so annulled on the basis of cost plus ten (10) per cent, providing that not over twenty-five (25) per cent of this contract is completed.

If the Contractor has completed more than twenty-five (25) percent of this contract then he shall be paid for such work on the basis of unit costs as determined by his bid on the section.

SECTION XI - ALTERATIONS

The City may, when in its opinion it becomes necessary, make alterations and modifications in the specifications and plans for the work resulting in an increase or decrease in materials or labor, provided such changes do not substantially change the character of the project and do not exceed 15% of the contract. The price to be added or deducted as a result of such modifications shall be based on the unit prices submitted with the Contractor's proposal. Modifications not covered by the proposal shall be agreed upon in writing by letter or submitted by the Contractor prior to any work being started, and by Extra Work Order from the City signed by the City Engineer, and attached to the original contract.

GENERAL SPECIFICATIONS, CONTINUED

It is expressly agreed and understood that such alterations or modifications shall not in any way violate or annul said contract, and the Contractor hereby agrees not to claim or bring suit for any damage, whether for loss of profits or otherwise, on account of not being allowed to do such work or furnish materials for the same.

SECTION XII - CLAIMS MUST BE IN WRITING

All claims for damages or for any other matter or thing for which the Contractor may consider himself entitled to extra remuneration must be made in writing to the City within fourteen (14) days from the time the damages or other matters occur, or the cause for the same arises; and unless such claims are so presented it shall be held that the Contractor has waived such claims and he shall not be entitled to claim or receive any pay for the same.

SECTION XIII - NO WAIVER OF RIGHTS

Neither the observation by the Engineer or by any employees of the City nor any order, measurement or certificate of the Engineer, nor any order of the City for payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the Engineer or the said City, nor any extension of time, nor any possession taken by the said City or any of its employees shall operate as a waiver of any provision of this contract, or of any power herein reserved to the City of Beloit, or any rights or damages herein provided; nor shall any waiver of any breach of this contract be held as a waiver or any other or subsequent breach.

SECTION XIV - SUBLETTING

None of the work under this contract shall be assigned or sublet without the written permission of the City, but if such permission is given it shall not release the Contractor from liability for the faithful completion of any portion of the work under this contract. The contractor shall maintain, to the extent practicable a list of all subcontractors and suppliers performing labor or furnishing materials under this contract.

SECTION XV - UTILITY CLEARANCE

It is hereby understood that it is the **CONTRACTOR'S RESPONSIBILITY TO CALL UTILITIES LISTED BELOW, PRIOR TO AND WHILE WORK IS IN PROGRESS TO OBTAIN UTILITY LOCATIONS AND UTILITY CLEARANCE WITHIN THE WORK LIMITS.**

PROTECT LIFE AND PROPERTY CALL:

Diggers Hotline for: Gas, Electric, Water, Telephone	1-800-242-8511
Ameritech Telephone	755-5593
City Engineer for: Storm and Sanitary Sewer	364-6690
Cable T.V	1-800/581-0081

GENERAL SPECIFICATIONS, CONTINUED

The Contractor shall notify the City 18 hours prior to closing any street (phone - 364-6690 - City Engineer) to traffic. The Contractor shall notify police and fire departments prior to closing any street to through traffic.

The Contractor shall provide access for garbage collection and mail delivery on those streets closed to through traffic by his construction activities for the duration of the project.

SECTION XVI - CONDEMNED WORK

Any work condemned by the City Engineer shall be immediately rebuilt, or the defect otherwise remedied as he may direct; and in case the Contractor shall refuse or neglect to remedy such defect as ordered, then the said Engineer may cause such condemned portions to be removed, rebuilt or repaired at the expense of said Contractor. The Contractor shall be liable for any work not done according to specifications up to one year from the date of acceptance. If he shall not have corrected any such faulty work within one month after notice to do so shall have been given him by the City Engineer, then the City will repair such work and the cost shall be charged to the Contractor.

SECTION XVII - PAYMENT OR USE NOT AN ACCEPTANCE

Neither monthly payments on, nor use of any portion of the work under this contract shall be considered as an acceptance thereof. The Contractor shall be responsible for the work constructed under this contract until its final acceptance.

SECTION XVIII - FINAL ACCEPTANCE

The work under this contract shall be considered accepted by the City when all the work including cleaning up, etc., is done and the City shall have prepared a letter of acceptance and the same has been approved by the Common Council.

SECTION XIX - RESPONSIBILITY FOR AND PROTECTION OF FINISHED WORK

The Contractor shall be held responsible for all the materials furnished and work performed under this contract and shall protect the same from all loss or damage from any cause until the final acceptance thereof.

SECTION XX - TWENTY-FOUR HOURS NOTICE TO BE GIVEN ENGINEER

The Contractor shall give twenty-four hours notice when the services of the Engineer are required for laying out any portion of the work.

SECTION XXI - PERMITS, LAWS AND REGULATIONS

The Contractor shall take out at his own expense, all necessary permits from the municipal or

GENERAL SPECIFICATIONS, CONTINUED

other public authorities and shall give all notices required by law or ordinance, and shall pay all fees and charges incident to the due and lawful prosecution of the work covered by this contract, and shall comply with all laws, regulations and ordinances, local and state, relative to the prosecution and execution of this contract.

If at any time overseer or workman employed by the Contractor shall appear to the Engineer to be unfaithful or incompetent, or if such person uses abusive language to any City official, the Contractor shall, upon the demand of the Engineer, forthwith dismiss such person, and no longer employ him on any part of the work.

The Contractor shall at all times have on the work site some competent person to whom notices, instructions and orders may be given, their name shall be certified by the Contractor to the City Engineer.

Arrangements shall be made by the Contractor with Alliant Utilities/Wisconsin Power and Light Company for the use of water.

SECTION XXII - SANITARY REGULATIONS

Necessary sanitary conveniences for the use of the laborers on the work, properly secluded from public observation, shall be constructed and maintained by the Contractor in such manner and at such points as the Engineer may approve, and their use shall be strictly enforced. The collection in the same shall be removed when and where in the opinion of the Engineer it is advisable. The Contractor shall provide sufficient drinking water to all his employees, but only from such sources as are approved by the Engineer. The Contractor shall obey and enforce such sanitary precautions against infectious disease as the Engineer may deem necessary. In case of any such disease occurring among his employees, he shall arrange for the immediate removal of the patient from the work and his isolation from all persons connected with the work.

SECTION XXIII - OBSERVATION

No materials of any kind shall be used until they have been examined by the Engineer or some person authorized by him, who shall have full power to condemn any work or materials not in accordance with these specifications, and to require the Contractor to remove any work or materials so condemned, and at his own expense to replace such condemned work or materials to the satisfaction of the Engineer. The decision of the Engineer shall be final as to quality of workmanship and materials.

SECTION XXIV - OBSERVERS

The City shall appoint an observer whose duty it shall be to observe all work and materials and to prevent any deviations from these specifications, and the Contractor will not thereby be relieved from his obligations to supervise the work and fulfill to the letter all terms of these specifications.

If an observer should be negligent or absent, or should consent to the allowance of inferior work, the Contractor will not thereby be excused or relieved from repairing or removing faulty work or material at his own expense.

SPECIAL PROVISIONS

Project Conditions

The proposed project site is the location of former commercial businesses that contaminated the site requiring a site remediation project. That project has now been completed and this project is intended to cap the portion of the project site identified on the plan as 'Remediation Site' with 2' of fill material or pavement and integrate the site into Riverside Park. Per DNR requirements, materials excavated from on site within the boundaries of the remediation site must be removed and placed under the proposed parking lot pavement as fill. Care shall be taken to not place this excavated material as fill under parking lot islands. Where 2' of fill cannot be added to comply with finished grade, material must be excavated and filled under parking lot pavement as fill, to provide for a minimum 2' of fill over all soil surfaces not paved to meet final grades. All remaining remediation site surfaces shall be covered by a minimum of 2' of fill or pavement to meet final grades.

Access the project site from Riverside Drive on driveway south of the Ace Hardware parking lot. The driveway is also used by Ace customers, so minimize interference with parking traffic and do not use the Ace parking lot for construction parking.

Mobilization

Work shall be completed in accordance with Section 619 of the State Standard Specifications, by September 15, 2002.

Method of measurement shall be a Lump Sum for all mobilization work.

Traffic Control

Work shall be completed in accordance with Section 643 of the State Standard Specifications.

An existing bike path runs through the project construction site. Contractor shall prepare and submit for approval a traffic control plan including routing bike traffic on an alternate route, control signage directing traffic to alternate routes and barricades restricting use of the existing path.

Method of Measurement and Basis of Payment shall be a Lump Sum for traffic control, control items and related work.

Erosion Control

Work shall be completed in accordance with Section 628 of the State Standard Specifications. Work includes silt fencing, inlet protection and stone tracking matt as detailed.

Method of measurement and basis of payment shall be a Lump Sum for all erosion control work.

Demolition and Site Preparation

Tree removal, clearing and grubbing work shall be completed in accordance with Section 201 of the State Standard Specifications. Stumps shall be removed. Burning on site is not permitted.

Work also includes tree protection as shown on the plan and detailed. Tree protection fencing shall be chain link type fencing that may be rented and temporarily installed for the duration of the project. It shall be kept vertical and intact for the duration of the project.

Method of Measurement and Basis of Payment shall be a Lump Sum for all tree removal and protection work.

Removing and salvaging work shall be completed in accordance with Section 204 and Section 665 of the State Standard Specifications.

Work includes miscellaneous pavement removal including saw cutting and the removal and relocation of construction debris found on site. Pavements shall be sawed where noted, broken into small pieces and placed as fill under the proposed parking lot. The construction debris found on Remediation Site shall be placed under the proposed parking lot as fill also. Care shall be taken to place all contaminated material under proposed parking lot and to cover contaminated material immediately with additional clean fill or base material to eliminate possibility of spreading contaminated materials.

Work also includes the removal and salvage for relocation of two existing light fixtures along the existing bike trail. The light bases shall be disposed of off site.

Work also includes salvaging pavers for relocating due to storm sewer work.

The Method of Measurement and Basis of Payment shall be a Lump Sum for all included work items noted herein and on the plans for removal, salvage and or relocation.

Construction Staking

Construction Staking shall include all staking of grades and alignment for all work shown on the plans. It is the responsibility of the contractor to utilize the benchmark given on the plans to construct storm sewers, subgrade, base courses, curb and gutter, pavement, lighting, landscaping, traffic marking, etc. to the line and/or grade specified. In the event that a discrepancy is found on the plans, the Contractor shall notify the Engineer before proceeding with the work affected by the discrepancy.

Method of measurement and basis of payment shall be a Lump Sum for all construction staking work.

Earthwork

Topsoil work shall be completed in accordance with Section 625 of the State Standard Specifications.

Work includes both salvaging existing topsoil; and furnishing and placing 6" new topsoil. Salvage all available on site topsoil excluding topsoil in Remediation Site. No topsoil shall

be removed from remediation site. Finish grade and obtain the Engineers approval before proceeding with lawn placement

The Method of Measurement and Basis of Payment for salvaged, stockpiled and spread on site topsoil shall be by the cubic yard.

If 6" of topsoil does exist on site in areas to be stripped, no additional topsoil is anticipated.

Common excavation and rough grading work shall be completed in accordance with Section 625 of the State Standard Specifications.

Work includes excavation for pavements and structures. All excavations from the Remediation Site are to be used as fill under the proposed parking lot pavement. Excavated material from outside Remediation Site shall be used as fill anywhere for project. Do not place unsuitable excavated material under proposed pavements. If excavated material from remediation site is unsuitable for fill under proposed parking lot pavement, notify Engineer immediately. Finish grade excavated subgrades in preparation for the placement of pavement base courses and topsoil.

Edges of Remediation Site to be excavated as shown and noted to allow placing 2' of clean fill as cap with resulting finished grades as shown. All excavated materials from Remediation site to be used as fill under proposed parking lot only. Do not place unsuitable excavated material under proposed pavements. If excavated material from remediation site is unsuitable for fill under proposed parking lot pavement, notify Engineer immediately.

The Method of Measurement and the Basis of Payment for common excavation, excavation of Remediation Site edges and placement shall be a Lump Sum.

Borrow fill and finish subgrading work shall be completed in accordance with Section 208 of the State Standard Specifications.

Work includes the furnishing, loading, hauling, placing and grading of fill material suitable for placement under pavements and lawn area. Stone, boulders, organic material and other unacceptable material shall be removed from the borrow at contractor expense. Work also includes the grading of the borrow material to subgrade conditions in preparation for the placement of base materials under pavements and topsoil in lawn areas. Obtain the Engineers approval of the finish subgrade before placing base material for pavements and topsoil for lawns. The City has borrow material available to the Contractor for use in lawn areas only. Contractor must inspect material and accept for use as fill under lawn areas. Borrow is located on Gateway Boulevard between Colley Road and CTH P.

The Method of Measurement and the Basis of Payment for borrow fill and subgrading work shall be a lump sum.

Utility Work

Storm sewer work shall be completed in accordance with Section 607 of the State Standard Specifications.

Pipe material shall be 12" RCP Class III Reinforced Concrete with rubber gaskets.

All work shall be done in accordance with "*Standard Specifications for Sewer and Water Construction in Wisconsin*," Fifth Edition, dated March 1, 1988, with *Addendum No. 1* dated January 2, 1992, and *Addendum No. 2* dated March 1, 1999, unless written approval is issued, prior to construction, for required modifications.

The Method of Measurement and the Basis of Payment shall be per lineal foot of storm sewer in place and accepted.

Catch basin and Inlet work shall be completed in accordance with Section 611 of the State Standard Specifications.

Work includes constructing one new catch basin and modifying an existing curb inlet to receive a new storm sewer line.

1. Catchbasin: WisDOT Type III, Type H casting (Neenah R-3067).
2. Bedding: As outlined in Chapter 6.43.2.

The Method of measurement and Basis of Payment for the new catch basin and modifying the existing curb inlet shall be per each.

Sanitary Sewer Work

All work shall be done in accordance with "*Standard Specifications for Sewer and Water Construction in Wisconsin*," Fifth Edition, dated March 1, 1988, with *Addendum No. 1* dated January 2, 1992, and *Addendum No. 2* dated March 1, 1999, unless written approval is issued, prior to construction, for required modifications.

Materials

1. Pipe: Polyvinyl Chloride (SDR 35).
2. Joints: "O" Ring in Recess.
3. Flexible Couplings: "Fernco" or "Equal."
4. Bedding: As outlined in Chapter 6.43.2.

The Method of Measurement and the Basis of Payment shall be per lineal foot of sewer in place, connection to existing sanitary manhole and cleanout shall be per each.

Water Service

All work shall be done in accordance with "*Standard Specifications for Sewer and Water Construction in Wisconsin*," Fifth Edition, dated March 1, 1988, with *Addendum No. 1* dated January 2, 1992, and *Addendum No. 2* dated March 1, 1999, unless written approval is issued, prior to construction, for required modifications.

Standard Materials

1. Joints: "Super Bell-Tite Push-On Joint"

2. Gate Valves: Mueller or "Equal," Resilient Wedge, Non-Rising Stem, Open Left (Counter-Clockwise).
3. Valve Boxes: Mueller or "Equal," 5-1/4 Inch Shaft Diameter. Cover Marked "WATER."
4. Corporation Stops: Mueller #H-15008, 1" Compression Connection.
5. Curb Valves: Mueller #H-1504-2, 1" ORISEAL III Compression Connection.
6. Curb Boxes: Mueller #H-10385, 1-1/4" x 78/69" Extension Type with Arch Pattern Base; with Mueller #84297, 63" Extension Rod installed on each curb valve.
7. Copper Pipe: 2" water service.
8. Bedding: Water service shall be bedded and covered with approved granular backfill material. Bedding and cover materials are to be submitted to City of Beloit Engineering Division for review/approval prior to the start of the project. If different materials are used under roadway and not under roadway, both materials should be submitted along with a drawing illustrating where each material will be installed. All water service will be bedded in accordance with Chapter 4.3.3 BEDDING.
9. Bonding of Water Service/Components: An electrical conductivity/bonding connection shall be made across all joints in the water service and around all fittings. In addition, the electrical conductivity strap must be cadwelded to each valve.

The Method of Measurement and the Basis of Payment shall be per lineal foot of water service in place; per each, connecting to existing water main; and per each for the curb stop and box.

Paving and Surfacing

Asphalt work shall be completed in accordance with Sections 304, 405 and 407 of the State Standard Specifications.

Work includes asphalt driveway and parking lot and asphalt bike path with aggregate base courses. Binder course shall be Gradation No. 1 and surface course shall be Gradation No. 3. Place aggregate base course 12" beyond parking lot curb line and 6" beyond bike trail edges.

The Method of Measurement and Basis of Payment shall be per S.Y. for asphalt material and base material on site and in place.

Concrete curb and gutter work shall be completed in accordance with Section 601 and Section 304 of the State Standard Specifications.

Work includes concrete curb and gutter and concrete vertical curb and aggregate base for curbs.

The method of Measurement and the Basis of Payment shall be per lineal foot of curb measured in place with base material incidental.

Sidewalk work shall be completed in accordance with Section 602 and Section 304 of the State Standard Specifications.

Work includes standard concrete walks, vehicular load concrete walks and curb ramps with aggregate base course extending 6' beyond edges of work. Work also includes replacement of salvaged pavers to match existing over storm sewer line installation, including base repairs and preparation.

The Method of Measurement and the Basis of Payment shall be per square foot of sidewalk measured in place and paver area per lump sum.

Pavement marking work shall be completed in accordance with Section 647 of the State Standard Specifications.

Work includes parking stall markings and handicap parking symbol. Paint shall be as detailed.

The Method of Measurement and the Basis of Payment shall be per lineal foot of marking in place or per symbol in place.

Site Amenities

Sign work shall be completed in accordance with Sections 634 and 637 of the State Standard Specifications.

Work includes furnishing handicap sign as noted on the plans and post.

The Method of Measurement and the Basis of Payment shall be per sign with support post in place.

Light relocation and wiring work shall be completed in accordance with Section 651, 652, 653, 654, 655 and 659 of the State Standard Specifications.

Work includes the repair of wiring circuits when existing lights are salvaged, construction of 2 new light bases, wiring, mounting and adjusting 2 salvaged lights. Work also includes the location of pipe under pavement for future electrical work.

Pipe under pavements shall be 6" Schedule 80 PVC. Provide junction boxes as needed to facilitate the relocation and extension of electric power to the new lights.

The Method of Measurement and Basis of Payment for the relocated lights shall be per lump sum installed. The lump sum price shall include extension of service, conduit, light base, light wiring, light installation and adjustment and testing.

Seed, Erosion Control Mat, Fertilizer and Mulch

Work shall be completed in accordance with Sections 627, 629, and 630 of the State Standard Specifications.

Type A fertilizer shall be used.

Seed mix No. 40 shall be used. Apply by Method A.

Mulch material shall be straw, applied per Method B.

In swales and on slopes greater than 3:1, apply erosion control mat to seeded areas instead of mulch.

The Method of Measurement and the Basis of Payment shall be per square yard of seed including fertilizer, erosion control mat and mulch in place on site.

Sodding

Work shall be in accordance with Section 629 and 631 of the State Standard Specifications.

Type A fertilizer shall be used.

Stake all sod.

The Method of Measurement and the Basis of Payment shall be per square yard for sod including fertilizer in place on site.

Plant Material

Work shall be in accordance with Section 632 of the State Standard Specifications.

Remove stone from parking lot islands before backfilling with topsoil. Till subgrade to a depth of 8" before installing topsoil. No amendments shall be added to topsoil.

Fertilize all plants with slow release micropore packets per the manufacturer's directions for the plant type and size, and as detailed.

Mulch plants and plant beds with aged shredded bark mulch as detailed. Mulch is incidental to plant material costs.

The plant establishment period shall extend until September 15 of 2003.

The Method of Measurement and the Basis of Payment shall be per each plant, in place on site, mulched and accepted.

Alternate Bid A-1, Machine Transplanted Trees

Work includes machine transplanting in lieu of removing trees noted on the plan to locations in the construction limits. Machine transplanted plants shall be in accordance with Section 632.2.2.9.7 of the State Standard Specifications. The transplanting machine shall be capable of creating a minimum 60" diameter ball. Plants shall be moved to their proposed location and set at their finished elevation. Fill shall be placed around the plant ball to stabilize the plant until adjoining fill operations are completed. Plant mulching, care and establishment requirements shall be the same as for other plants covered by Section

632 except that a replacement will not be required unless the contractor is negligent in the care of the plants.

The method of measurement and the Basis of Payment shall be per tree transplanted including removal credit, digging, backfill, mulching and care.

Alternate Bid A-2, Replace Existing Curb Inlet

Work includes the replacement of the existing curb inlet as directed by City Engineer. The new inlet shall be a WISDot Type inlet constructed in accordance with Section 611 of the State Standard Specifications. Contractor shall salvage the existing inlet casting for reuse. Work shall include all curb and pavement cutting, removal of the existing structure, excavation, backfill, compaction, re-attachment of the existing storm sewer and pavement and curb replacement.

The Method of Measurement and the Basis of Payment shall be per inlet replaced including related work and credit for modifying existing curb inlet.