

CONTRACT VOLUME

COMMUNITY DEVELOPMENT AUTHORITY
OF THE
CITY OF WEST ALLIS

2015 PROJECT NO. 1

* * * * *

Remedial Excavation

* * * * *

1445 & 1501 South 113th Street

RAMS CONTRACTING, LTD

*DO NOT REMOVE ANY PAGES FROM CONTRACT VOLUME
RETURN ENTIRE CONTRACT VOLUME INTACT*

CONTRACT VOLUME

* * * * *

2015 PROJECT NO. 1

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COMMUNITY DEVELOPMENT AUTHORITY
CITY OF WEST ALLIS
WISCONSIN

* * *

CONTRACTOR:

Rams Contracting, Ltd
20079 W. Main St.
Lannon, WI 53046

APPROVED:

October 7, 2015
John F. Stibal
Executive Director
Community Development Authority

COMMUNITY DEVELOPMENT AUTHORITY
CITY OF WEST ALLIS, WISCONSIN
RESOLUTION NO. 1152
DATE ADOPTED: November 10, 2015

Resolution authorizing payment to Rams Contracting, Ltd, in an amount not to exceed \$36,800, for the environmental remediation contract, relative to 1501 S. 113 St.

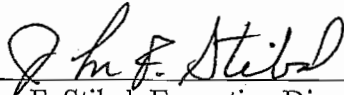
WHEREAS, the Community Development Authority of the City of West Allis (the "Authority") reports that it duly advertised and requested bids to 11 contractors, only receiving one bid proposal, for mobilization/demobilization, excavation/hauling of soil, backfill/compaction, monitoring well removal, and soil mixing at base of excavation at 1445-1501 S. 113th St. The bid received was reasonable and the Authority hereby recommends and deems it to be for the best interest of the Authority, that the work of Rams Contracting, Ltd, be accepted.

WHEREAS, the Authority approved entering into a contract with Rams Contracting, Ltd, on Resolution #1131 dated October 6, 2015. Due to time constraint with the receipt of the bid, and the quick turn-around needed to process the contract in its entirety, the work was performed prior to the signature and approval of the City Attorney. The work has been satisfactorily completed and authorization is needed to process payment to Rams Contract, Ltd.

NOW, THEREFORE, BE IT RESOLVED by the Community Development Authority of the City of West Allis, that payment is authorized to Rams Contracting, Ltd, for environmental remediation services at 1445-1501 S. 113 St., in an amount not to exceed the sum of \$36,800.00 as follows:

1. That the Executive Director, or his designee, is hereby authorized to approve payment to Rams Contracting, Ltd, for environmental remediation services at 1445-1501 S. 113 St.
2. That the sum of up to \$36,800.00 be and is hereby appropriated from a U.S. EPA Revolving Loan Fund grant and/or Tax Increment Finance District Thirteen to meet the Authority's obligations under the aforesaid Agreement.
3. That the City Attorney be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of the Contract, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

Approved: _____


John F. Stibal, Executive Director
Community Development Authority

COMMUNITY DEVELOPMENT AUTHORITY
CITY OF WEST ALLIS, WISCONSIN
RESOLUTION NO. 1131
DATE ADOPTED: October 6, 2015

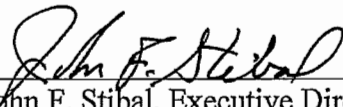
Resolution authorizing the Executive Director to enter into an environmental remediation contract with Rams Contracting, Ltd, relative to 1501 S. 113 St., estimated to be in the amount of \$36,800.00.

WHEREAS, the Community Development Authority of the City of West Allis (the "Authority") reports that it duly advertised and requested bids to 11 contractors, only receiving one bid proposal, for mobilization/demobilization, excavation/hauling of soil, backfill/compaction, monitoring well removal, and soil mixing at base of excavation at 1445-1501 S. 113th St. The bid received as shown on the attached proposal was reasonable and the Authority hereby recommends and deems it to be for the best interest of the Authority, that the bid of Rams Contracting, Ltd, be accepted, subject to Common Council approval on Resolution R-2015-0211 on October 6, 2015

NOW, THEREFORE, BE IT RESOLVED by the Community Development Authority of the City of West Allis, that the bid of Rams Contracting, Ltd, for environmental remediation services at 1445-1501 S. 113 St., hereby be accepted, for the sum of \$36,800.00 as follows:

1. That the Executive Director, or his designee, is hereby authorized to enter into a contract with Rams Contracting, Ltd, for environmental remediation services at 1445-1501 S. 113 St.
2. That the sum of up to \$36,800.00 be and is hereby appropriated from a U.S. EPA Revolving Loan Fund grant and/or Tax Increment Finance District Thirteen to meet the Authority's obligations under the aforesaid Agreement.
3. That the City Attorney be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of the Contract, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

Approved: _____


John F. Stibal, Executive Director
Community Development Authority



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution: R-2015-0211

File Number: R-2015-0211

Final Action:

Sponsor(s): Safety & Development Committee

OCT 06 2015

Resolution authorizing the Community Development Authority to approve an environmental remediation contract with Rams Contracting, Ltd estimated to be in the amount of \$36,800.

WHEREAS, the Community Development Authority of the City of West Allis (the "Authority"), adopted all City Contracting procedures as outlined in the Purchasing Policies and Procedure Manual Section 1505 revision date September 21, 2004, on Resolution No.1089 dated October 14, 2014; and,

WHEREAS, the City of West Allis approved a \$100,000 U.S. EPA Revolving Loan Fund Subgrant to the Authority for the property located at 1445-1501 S. 113 St.; and,

WHEREAS, the Authority has acquired the Property from the current owner, RJB Properties, LLC, and is eligible for the RLF Grant as ownership has transferred to the Authority; and,

WHEREAS, the City has offered a \$100,000 Revolving Loan Fund Subgrant to the Authority to fund environmental remediation on the Property; and,

WHEREAS, the Authority has followed the Purchasing Procedures outlined in Section 5.4 whereby all purchases under \$25,000 must be upon written, electronic or oral proposal from the contractor. Eleven quotes were requested and only one received in the amount of \$36,800 which exceeded the Purchasing Procedures: Under \$25,000. The Authority requests the Common Council of the City of West Allis waive the \$25,000 maximum expenditure requirement and allow the Community Development Authority to proceed to award the contract under Section 5.4; and,

WHEREAS, the contractor needs to expedite the project in order to lay utilities and construct the parking lot in the excavated area before weather conditions end this type of work for the season.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the \$25,000 maximum expenditure limitation is waived and the Community Development Authority of the City of West Allis is to proceed with the proposal received from Rams Contracting, Ltd in the amount of \$36,800.

ADOPTED OCT 06 2015

APPROVED 10/7/15

 Monica Schultz

Monica Schultz, City Clerk

 Dan Devine

Dan Devine, Mayor

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SECTION 1

NOTICE TO CONTRACTORS

COMMUNITY DEVELOPMENT AUTHORITY OF THE
CITY OF WEST ALLIS

1445 & 1501 South 113th Street Remedial Excavation

SCOPE OF WORK

The work under this Contract consists of the excavation/hauling/disposal of contaminated soil at 1445 & 1501 South 113th Street as shown in the Technical Specifications and included in this notice to contractors.

BID OPENING

Bids shall be submitted to Mr. Patrick Schloss, at the Community Development Authority of the City of West Allis, 7525 W. Greenfield Avenue, West Allis, WI 53214. Bids may be submitted electronically at pschloss@westalliswi.gov . Bids will be opened on **Thursday, September 24, 2015**.

COMPLETION DATE

It is anticipated that the Notice to Begin Work will be given on or about October 5, ~~2014~~2015. Based on this Notice to Begin date, all work on the entire contract shall be completed by October 16, ~~2014~~2015.

THE CONTRACTOR WILL BE REQUIRED TO SUBMIT A SCHEDULE FOR CONTRACT TIME COMPLETION AT THE PRECONSTRUCTION MEETING FOR THIS PROJECT.

LIQUIDATED DAMAGES

For failing to complete said work on the entire Contract by October 16, ~~2014~~2015, the sum of five hundred dollars (\$500.00) per day, for each and every day beyond the specified completion date, shall be retained by the Community Development Authority of the City of West Allis as liquidated damages and not as a penalty.

PROJECT SCHEDULING

A schedule of the contractors operation for the next two (2) weeks listing the Contractor's projected operations for each day. This schedule shall include specific locations and types of work to be performed by the Contractor as well as any Owner supplied material or resources that may be required.

The name, e-mail address, and telephone number of the person, or persons, who will be responsible for the Contractor's work for the following two (2) weeks. This person shall have the authority and ability to both receive orders from the Engineer and to act for the Contractor.

In the event that the submitted schedule is altered by the Contractor or due to weather conditions, the Contractor shall then submit an updated schedule to the Engineer as soon as a new schedule is available.

Schedules shall be sent to Donna Volk, at Donna.Volk@aecom.com as well as to any other e-mail address requested by AECOM.

CONTRATOR TO HAVE COMPETANT STAFF

Due to the nature of the Work, the Owner or AECOM will not always have a representative immediately available to the Contractor's Representative nor will a representative be immediately available at all locations of the work. It shall be the responsibility of the Contractor to have competent staff able to understand and implement all aspects of the work in accordance with the requirements of the Contract at all times.

PERMITS

The contractor shall be responsible for the cost of applying for and obtaining any and all permits required.

WORK UNDER ELECTRIC WIRES

All work done in proximity to any electric line facilities shall be performed in conformance with the provisions and requirements of the Wisconsin Administrative Code, Rules of Department of Industry, Labor and Human Relations, covering Safety in Construction, Order "Ind. 35.37 Electrical Hazards" and any amendments thereto, and the provisions of the Wisconsin State electrical Code and any amendments thereto. The Contractor shall work under all Electric Company wires at his own risk and shall assume full responsibility for all claims and liabilities arising from work in this area.

SUBSTANCE ABUSE BY EMPLOYEES

Effective May 1, 2007 employers performing work on public works construction projects in Wisconsin for municipal government and state building projects will be required to have a written substance abuse testing program in place. No employee may use, possess, attempt to possess, distribute, deliver or be under the influence of a drug or use or be under the influence of alcohol, while performing the work on this project. The contractor shall immediately remove an employee from work on this project if an officer or employee of the City has a reasonable suspicion that the employee is in violation of this provision and requests the Contractor to immediately remove the employee from work on the project. The complete provisions of this requirement are contained in 2005 Wisconsin Act 181. For legal advice on complying with Act 181, you may wish to consult with a private attorney.

INSURANCE

As per Instructions to Bidders.

PRECONSTRUCTION MEETING

A preconstruction meeting shall be held at the project site prior to starting any work on the

Contract. The preconstruction meeting shall be scheduled with Donna Volk, AECOM, 414-944-6171.

UTILIZATION OF MBE/WBE/SBE FIRMS

This publication and/or the activities described herein are to be funded by the Community Development Authority of the City of West Allis through use of the U.S. Environmental Protection Agency funds. MBE/WBE/SBE firms are encouraged to submit proposals and may be given preference for the selection of the contractor. The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process.
- c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this may include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- e) Use the services and assistance of the SBA and Minority Business Development Agency of the Department of Commerce.
- f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

COMPLIANCE WITH DAVIS BACON PREVAILING WAGE TERMS AND CONDITIONS

As per Instructions to Bidders and Federal Construction Contract Provisions attachments.

SECTION 2

INSTRUCTIONS TO BIDDERS

I. GENERAL

A. BID FORMS.

No bid will be considered which is not made out upon the regular form furnished by the City of West Allis and must be submitted without pages detached or other alterations, in the same form as when received from the office of the Community Development Authority or other offices indicated in the Notice to Contractors.

Bidders are cautioned to compare plans and specification indexes with bound pages to verify completeness. Notify the Community Development Authority of missing items as soon as discovered.

B. BID GUARANTEE.

All bids submitted shall be accompanied by a certified or cashier's check drawn upon a National or State Bank or Trust Company located in the County of Milwaukee and made payable to the City of West Allis, or bid bond in an amount equal to five percent (5%) of the total amount of the bid, as a guarantee that if the bid is accepted, a contract and bond will be executed and filed within ten (10) days after the award of the contract.

In the event that a bid bond is submitted, the amount of said bid bond must be written in the bond in words and figures. Any bid not complying with this requirement will be deemed insufficient and incomplete.

The City reserves the right to retain the checks of the three (3) lowest bidders which will be returned after the contract of the successful bidder is properly approved and executed. All other checks will be returned within three (3) days after the opening of the bids.

In the event the successful bidder fails to file a contract and required bonds, the check or bid bond shall be forfeited to the City of West Allis as liquidated damages.

C. REQUIREMENTS FOR SIGNING BIDS.

The full name and business address of each bidder must be entered on any and all bids submitted. Each bid shall be signed in the space provided therefor, by written signature of the person or persons authorized to sign it.

D. BID PRICES.

Bidders must submit a bid price in accordance with the specifications for each item of the job or branch, in compliance with the bidding units specified for the quantities listed in the proposal.

E. SUBMISSION OF BID.

All bids must be sealed in an envelope upon which shall be plainly stated the name and address of the bidder and the title of the work for which the bid is intended to be made, and said bid must be transmitted to the office of the Community Community Development Authority, Room 220, in the City Hall, before the time specified in the Notice to Contractors.

Submit bids on unaltered City of West Allis bid forms bound in the space provided. In case of conflicts between amounts, the written amount will be accepted. Acknowledge the receipt of all addenda issued during the bidding period in the space provided.

Bids signed by persons other than those who are not preparing them should have a Power of Attorney attached evidencing authority to sign the bid in the name of the person for whom it is signed.

Bids signed for a partnership should be signed by the partners or by an attorney-in-fact. If signed by an attorney-in-fact, attach a Power of Attorney executed by the partners, evidencing authority to sign the bid.

Bids signed for a corporation shall show the legal corporate name thereof and the state of incorporation. The original signature of the president or other authorized officer of the corporation shall be written below the corporate name following the word "By." If the bid is signed by an official other than the president of the corporation, a certified copy of a resolution of the Board of Directors evidencing authority of such official to sign the bid should be attached. The bid should also bear the attesting signature of the secretary of the corporation and impression of the corporate seal.

F. WITHDRAWAL OF BID.

No permission will be granted for the withdrawal of any bid after it has been transmitted to the Community Development Authority. Bids will remain subject to acceptance for forty-five (45) days after the date of the bid opening, but the City may, in its sole discretion, release any bid and return the Bid Guaranty prior to that date.

G. PREQUALIFICATION.

The letting of this work is subject to the provisions of Section 66.29 of the Wisconsin Statutes, requiring the bidder to furnish proof of responsibility. No bid will be received from any person who has not submitted a properly executed Contractor's Qualification Statement, AIA305, to the Community Development Authority for review at least five (5) days prior to the time set for opening of bids. The Community Development Authority's decision as to qualification shall be final.

H. DISCLOSURE OF OWNERSHIP.

Disclose, on the date the bid is submitted, the name of any other construction business which the bidder, or a shareholder, officer or partner of the bidder, owns, or has owned in the preceding three (3) years. Refer to Form DILHR-ERD-7777, for complete instructions.

I. QUANTITIES.

The quantities listed in the bid, together with the bid prices submitted in the bid, will be used to calculate the sums for determining the lowest bid.

J. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND SITE OF WORK.

The bidder shall examine and completely familiarize himself with the work and all documents relating thereto.

1. The Work. The bidder shall view and inspect the site of the work ascertaining the physical conditions that will be encountered, the character, quality and quantities of work to be performed and materials to be furnished, as required by the contract, including possible increases as provided herein.
2. The Documents. He shall read and examine carefully the bid documents. The bid documents include the Notice to Contractors, Instructions to Bidders, the Bid Form, other sample bidding and contract forms, and the proposed contract documents, including any addenda issued prior to receipt of bids. The contract documents proposed for the work consist of the Owner-

Contractor Agreement, the Conditions of the Contract (general, supplementary and other conditions), the Drawings, the Specifications and all addenda issued prior to, and all modifications issued after, execution of the contract. All definitions set forth in the General Conditions of the contract for construction, AIA Document A201, or in other contract documents, are applicable to the bidding documents.

The bidder, by his signed bid, warrants that he has examined and familiarized himself with the work and bid documents as hereinbefore required, and that his price and schedule are fixed accordingly.

K. REJECTION OF BIDS.

Bids may be rejected if they show any alterations or deletions of form, additions not called for, conditional or alternate bids not called for, incomplete bids, erasures, or irregularities of any kind. Bids in which the unit prices are obviously unbalanced may be rejected.

A bid will be rejected unless the bidder shows satisfactory evidence of responsibility; that he has been regularly engaged in the business of constructing work as herein described, or is reasonably familiar therewith; and that he is fully prepared with the necessary capital and equipment to conduct the work to the satisfaction of the Community Development Authority.

The City may conduct such investigations as it deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the bid documents to the City's satisfaction within the prescribed time.

L. AWARD OF CONTRACTS.

The right is reserved to reject any or all bids, to waive technicalities, and to advertise for new bids, or to proceed to do the work otherwise if, in the judgment of the Board of Public Works and the Common Council, the best interests of the City will be promoted thereby.

If the contract is to be awarded, it will be awarded to the lowest responsive, responsible bidder. In evaluating proposals, the City will consider the qualifications of the bidders, whether or not the proposals comply with prescribed requirements and such alternates, unit prices and other data, as may be requested in the proposal or prior to the notice of acceptance.

If written notice of acceptance of the bid is mailed or delivered to the bidder within forty-five (45) days after the opening thereof, the bidder agrees to execute and deliver the contract in the prescribed form and furnish the required performance and payment bonds and to meet such insurance requirements as may be required, within ten (10) days after the receipt of the official notice of award.

Failure to execute and deliver the contract, or to furnish the required insurance certificates and the required security (bonds) within ten (10) days after receipt of the official notice of award, or such extension thereto as the Board of Public Works may deem reasonable, the City, in addition to any other legal or equitable remedy which it may have, may annul the award and notice of award, and the bid security of the bidder will be forfeited.

II. WAGES AND PAYROLLS

For this project, the bidder is required to pay to the employees on the project not less than the higher of the minimum wage rate which has been established in accordance with the US Department of Labor Wage Decision, or as required by Section 66.0903 of the Wisconsin Statutes, both of which are hereby incorporated as a part of this contract.

III. INSURANCE

A. INSURANCE REQUIRED.

Contractors shall purchase and maintain for the duration of the contract as required by the City or by Law, insurance indemnifying against claims, suits, personal injury, bodily injury to persons, or damage to property which arises from, or in connection with the performance of the work hereunder by the Contractor. Some contracts may require Completed Operations, Professional Liability or other insurance beyond the contract term.

Any deductibles or self-insured retentions shall be identified to the City; those which exceed \$10,000 must be declared to and approved by the City. City may require a review of the latest audited financial statements of the Contractor. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defenses expenses.

All required insurance under this Contract is to be placed with insurers with a Best's rating of no less than A-VII. Said carriers to be admitted status with the State of Wisconsin, unless otherwise approved in advance by the City. City reserves the right to approve non-admitted carriers with a Best's rating of no less than AX.

Work shall not be commenced under the Contract until all insurance required under this paragraph has been obtained and evidence thereof in the form of certificates, with original endorsements effecting coverage, are filed with and approved by the City. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City. For Workers' Compensation-related risks, only forms approved by the Insurance Commissioner are to be used.

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages shall be subject to all of the insurance requirements that are applicable to the Contractor. No subcontractor shall be permitted to commence work until all required coverages have been obtained and certificates and endorsements thereof are filed with the City.

If any part of a loss is not covered because of the application of a deductible or retention, said loss shall be born by the general Contractor and not the City. Failure to maintain the required insurance may result in termination of this Contract at the option of the City.

B. GENERAL ENDORSEMENTS.

The protection afforded by the required insurance policies under this Contract shall include, but shall not be limited to, the following:

1. Occurrence Based Policies. All required Liability insurance under this Contract shall be written on an "occurrence" form, except separately approved Professional Liability Policies.
2. Representation of Coverage Adequacy. By requiring insurance for this Contract, City does not represent or warrant that coverage and limits will be adequate to protect the Contractor, subcontractor, their agents or any project engineer.
3. Cross-Liability Coverage. If the Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Cancellation. Policies shall not be suspended, voided, canceled, reduced in coverage or in limits except after at least thirty (30) days prior written notice has been given to the Board of Public Works of the City.
5. Additional Insureds. The City, its officers (elected and appointed), employees, agents and volunteers must be named as additional insureds as their interests may appear on the Contractor's General Liability insurance policy which insures the City up to the required limits. Additional insured status shall be endorsed onto the insurance policy by the appropriate ISO Endorsement Form approved by the City and executed by duly authorized agents of said carrier.
6. Primary Insurance. Contractor's insurance shall provide primary insurance to the City, to the exclusion of any other insurance or self insurance programs the City may carry. Any insurance or self-insurance maintained by the City shall be excess of the Contractor's insurance and shall not contribute to it.
7. Waiver of Subrogation. Contractor waives all rights against the City, its officers, employees, agents and volunteers for recovery of damages to the extent these damages are covered by the insurance the Contractor is required to carry pursuant to this Contract.
8. Reporting. Failure to comply with any insurance policy reporting provisions shall not affect coverage provided to the City.
9. Cross Liability. The required insurance coverages shall apply separately to each insured against whom claim is made or suit brought, except with respect to the limits of the insurer's liability.
10. Indemnification. The policies shall contain an acknowledgement by the underwriters that the Contractor shall indemnify and save harmless the City against any and all claims resulting from the wrongful or negligent acts or omissions of the Contractor or other parties acting on its behalf under the Contract; and that the hold harmless assumption on the part of the Contractor shall include all reasonable costs necessary to defend a lawsuit including actual reasonable attorney fees.

C. MINIMUM LIMITS AND OTHER PROVISIONS.

1. WORKER'S COMPENSATION INSURANCE.

Workers Compensation Insurance:

Wisconsin statutory limits for all employees of the bidder to whom the award is made.

All subcontractors and materialmen shall furnish to the Contractor and the City certificates of similar insurance for all of their respective employees, unless such employees are covered by the protection afforded by the Contractor.

2. GENERAL LIABILITY INSURANCE.

a. Coverage. Coverages must include, but are not limited to the following:

"Occurrence" Coverage Form must be as broad as 1988 "Commercial General Liability" (form CG 00 01) and include the following:

Premises and Operations

Products and Completed Operations, applicable for at least one year following acceptance of the work

Personal Injury with Employment Exclusion deleted

Unlicensed Mobile Equipment

Explosion, Collapse and Underground Hazard Coverages

Blanket Contractual (Independent Contractor's Protective)

Broad Form Property Damage

Contingent Coverage for Subcontractors

Care, Custody and Control Coverages for City Owned or Purchased Materials at the Work Site

b. Minimum Limits of Liability:

Per Occurrence Limit: \$1,000,000

Policy Aggregate Limit: \$2,000,000

Personal Injury Limit: \$1,000,000

Fire Damage Limit: \$50,000

Medical Expense Limit: \$5,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE.

- a. Coverage. Coverage must be as broad as CA 00 01 Ed. 1992) - Occurrence Form Code No. 1, "any auto" and include the following:

Comprehensive Coverage for all Owned, Non-Owned or Hired Motor Vehicles driven by the employees of the Contractor or Subcontractors, including vehicles and equipment owned by the City if used exclusively for the project.

Uninsured or Underinsured Motorists Liability Coverage at full policy limits.

Transportation by insured vehicles of pollutants, or toxic wastes (as determined by the EPA) shall require a minimum of the Pollution Liability Endorsement (CA9948) and/or the Motor Carrier Act Endorsement (MCA90) to address damages and clean-up costs.

- b. Minimum Limits of Liability:

Minimum Limits are the same as specifications for General Liability Insurance.

IV. CONTRACT BONDS

After opening of bids, but before signing of contract, the bidder to whom award is made shall have executed, through a surety company authorized to do business in the state of Wisconsin and acceptable as surety to City, bonds in the form included in the contract documents for the faithful performance of the contract and payment for all work and labor performed and materials furnished to complete the work. The bonds shall be for the full amount of the contract and shall be adjusted to incorporate all extras, credits and change orders through final payment.

Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his Power of Attorney indicating the monetary limit of such power.

Bidder shall pay the cost of the bonds.

V. INTERPRETATIONS AND ADDENDA

All questions about the meaning or intent of the contract documents are to be directed to the Community Development Authority. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by addenda mailed or delivered to all parties recorded by the Engineer as having received proposal forms. Questions received less than ten (10) days prior to the date for opening of bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may also be issued to modify the contract documents, as deemed advisable by the Community Development Authority.

NON -DISCRIMINATION STATEMENT

The City of West Allis does not discriminate against individuals on the basis of race, color, religion, age, marital or veteran's status, sex, national origin, disability, or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.

LIMITED ENGLISH PROFICIENCY STATEMENT

It is the policy of the City of West Allis to provide language access services to populations of persons with Limited English Proficiency (LEP) who are eligible to be served or likely to be directly affected by our programs. Such services will be focused on providing meaningful access to our programs, services and/or benefits.

H:\FORMS\CD-INSTRUCTIONS.REV-FOR STATE & FEDERAL WAGE RATES.DOC
03/03/04

SECTION 3



Technical Specifications

Remedial Excavation
1445 & 1501 South 113th Street
West Allis, Wisconsin

Community Development Authority
of the City of West Allis
7525 W. Greenfield Avenue
West Allis, Wisconsin 53214

Prepared by:
AECOM Technical Services, Inc.
1555 N. RiverCenter Drive, Suite 214
Milwaukee, Wisconsin 53212

SECTION 00005

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- 01025 Measurement and Payment
- 01040 Project Administration
- 01300 Submittals
- 01500 Construction Facilities and Temporary Controls
- 01505 Mobilization and Demobilization
- 01700 Contract Closeout
- 01900 Site Health and Safety

Division 2 - Site Work

- 02100 Site Preparation
- 02111 Excavation, Handling and Stockpiling of Contaminated Material
- 02222 Backfilling and Compaction

Attachments

- Drawing 1 – Site Location Map
- Drawing 2 – Existing conditions and Site Excavation

Table 1 – Summary of Analytical Testing Results for Excavation Area

Waste Management – Waste Profile and Approval to Ship

SECTION 00015

SPECIFICATION DATA SHEET

SPECIFICATION TITLE: Former Home Juice – Contaminated Soil Excavation

SPECIFICATION NO.: 60307064

REVISION NO. 001

DATE: June 25, 2015

OWNER: Community Development Authority of the City of West Allis
7525 W. Greenfield Avenue
West Allis, WI 53214

Attn. John Stibal, (414) 302-8462

OWNER'S REPRESENTATIVE/
ENGINEER: AECOM Technical Services, Inc.
Donna Volk, P.G., (414) 944-6171
Tim Wood, P.E., (414) 944-6070

DESCRIPTION OF WORK SUMMARY: Contaminated soil excavation, loading and hauling at the former Home Juice Site, located at 1445 & 1501 South 113 Street, West Allis, Wisconsin.

PROJECT COMMENCEMENT: October 5, 2015

SUBSTANTIAL COMPLETION: October 16, 2015

END OF SECTION

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Work by CONTRACTOR.
- B. Work by others.
- C. OWNER supplied products.
- D. CONTRACTOR use of site.
- E. Sequence of work.

1.02 WORK BY CONTRACTOR

- A. The work to be done under this Contract includes, but is not necessarily limited to furnishing all labor; tools; permits; equipment; materials; supplies; supervision; health and safety; and administration for performing the following work:
 - 1. The Contractor shall contract with the Community Development Authority of the City of West Allis for the work.
 - 2. Site preparation.
The property is currently a redevelopment site under construction. The Contractor is responsible for site preparation including Diggers Hot Line notifications.
 - 3. Contaminated soil excavation, loading and hauling.
The Contractor shall excavate, load, and transport soil contaminated with tetrachloroethene (PCE). The soil shall be disposed of at Waste Management's Metro Recycling & Disposal Facility, located at 10712 S. 124th Street in Franklin, Wisconsin. The Owner has an approved profile for disposal. Landfill tipping/disposal fees will be paid directly by the Owner.
 - 4. Mixing of sodium permanganate in base of excavation area.
The Contractor shall assist with the mixing of sodium permanganate, provided by others, into the base of the excavation. This task assumes the use of the backhoe for mixing.

5. Excavation backfilling and compacting. Contractor shall provide structural or granular backfill per Section 02222 and compaction to bring the excavation to grade.
 6. Removal of monitoring wells within the excavation area: MW-1, MW-2, PZ-2, and EW-2. During the excavation activities the Contractor shall excavate/remove 2-inch and 4-inch diameter PVC monitoring wells and steel protective casings and dispose of materials to the depth of the excavation. Engineer may elect to recycle/reuse protective casings, depending on condition of same.
 7. Removal of monitoring wells not within the excavation area: MW-9, EW-1, and EW-3. During the excavation activities the Contractor shall assist the Owner by excavating/removing 2-inch and 4-inch diameter PVC monitoring wells and steel protective casings to an elevation of 30-inches below ground surface and dispose of PVC materials. Engineer has filled the PVC casings with bentonite and will document their proper abandonment. Engineer may elect to recycle/reuse protective casings, depending on condition of same.
 8. Storm water management. Contractor shall provide best storm water management practices for the work zone.
 9. Site restoration. The Contractor shall restore the site to the existing grade in preparation for future pavement by others.
- B. The summary of work described above is an overall summary of the work to be performed and the responsibilities of the CONTRACTOR. It does not supersede the specific requirements of the other CONTRACT DOCUMENTS.

1.03 WORK BY OTHERS

- A. The work to be performed by OWNER or OWNER'S designated representatives is as follows:

1. General observation of work for conformance to specifications.
2. Landfill tipping/disposal fees will be paid directly by the Owner. No tipping/disposal fees shall be included in the Contractor's bid.
3. Surveying to document excavation limits.
4. Monitoring well abandonments by placement of bentonite in casing and disposal of PVC riser casings removed by the Contractor.
5. Placement of sodium permanganate in base of excavation area. Orin Technologies of Verona, Wisconsin will be retained by the Owner to provide, prepare, and apply sodium permanganate in the base of the excavation. The Contractor shall work with Orin to mix the material into the soils within the base of the excavation. Mixing assumes the use of a backhoe.

1.04 CONTRACTOR USE OF SITE

- A. The work site is currently undergoing redevelopment. The Contractor shall work in harmony with all other contractors/owners/occupants on the site.
- B. Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated without pre-approval of the Owner.

Project Excavation Limits: 40 foot diameter circle measured an equal distance between MW-1 and MW-2 as indicated in Figure 2 of the Project Documents and direct access between the excavation area and the South 113th Street site gate. Do not extend construction operations to locations outside of this area without prior written authorization of the Owner or Owner's representative.

1.05 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed during working hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, except as otherwise indicated.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01015

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Definitions and Technical Specification Explanations
- B. CONTRACTOR'S Responsibilities
- C. Other's Responsibilities
- D. Permits and Fees
- E. Measurement and Payment
- F. Contract Times
- G. Field Job Orders/Changes in Work Scope

1.02 DEFINITIONS AND TECHNICAL SPECIFICATION EXPLANATIONS

- A. Addendum - Written or graphic instrument issued prior to bid due date, which clarifies, corrects or changes bidding documents of Contract Documents.
- B. ENGINEER - Person or Persons named in Specification Data Sheet or a designated alternate retained by OWNER who shall review/approve/reject CONTRACTOR'S submittals, and shall perform engineering (or technical) support responsibilities to ensure project is completed to satisfaction of OWNER.
- C. CONTRACTOR - General CONTRACTOR awarded contract to perform Work described by Contract Documents.
- D. OWNER – Community Development Authority of the City of West Allis.
- E. Work - Complete construction services including labor, materials, equipment, supervision and administration provided by CONTRACTOR, or any portion thereof as implied by context of specification section in which term is used.
- F. Contract Documents - Documents which include following: Agreements and Contract Revisions; Technical Specifications; Project Drawings; Special Conditions; General Conditions; other attachments made to these documents; and Addendum's.
- G. Field Directive - Document prepared by ENGINEER providing clarifications and changes to Technical Specifications and Project Drawings once Contract is awarded.
- H. In the Technical Specifications where word "CONTRACTOR" occurs, it shall imply CONTRACTOR, SUBCONTRACTOR, erector, fabricator or material supplier for corresponding section of specifications.

- I. In the Technical Specifications, omitted phrases, such as “CONTRACTOR shall”, “in conformity with”, “as noted on drawings”, and “according to Contract Documents”, shall be implied by inference.
- J. Reference to standard specifications or manufacturer’s directions shall mean latest edition thereof at date of Technical Specifications, unless otherwise noted.
- K. Project Commencement - Defined as prior to CONTRACTOR mobilizing to the site.
- L. Substantial Completion - Point in time when all soils have been excavated, treated and placed and all site restoration work is completed including site cleanup.
- M. Project Completion - Point in time when all work is completed in accordance with technical specifications and proper submittals completed and verified.
- N. Construction Limits - Area shown on Project Drawings.

1.03 CONTRACTOR’S RESPONSIBILITIES

- A. Become familiar with conditions relating to execution of Work. Neglect of this requirement will not be accepted as course for additional compensation or time.
- B. Schedule operations to coordinate work of CONTRACTOR’S forces, SUBCONTRACTORS and suppliers to meet project schedule and completion date.
- C. Schedule Work in coordinated effort with ENGINEER. Submit written schedule documentation to ENGINEER.
- D. Obtain complete data of site and visually inspect areas scheduled for work before proceeding with such work. Correct any deficiencies prior to proceeding with work.
- E. Be solely responsible for obtaining and verifying accuracy of measurements and layout of work, except as otherwise indicated in the Contract Documents.
- F. Correct deficiencies, errors or defects due to faulty measurements taken, information obtained, layout or failure to report discrepancies.
- G. Immediately notify ENGINEER and CQA Technician orally and in writing in case of discrepancies between existing work and drawings or defects on such surfaces that are to receive work prior to project commencement. Starting of work or failure to notify ENGINEER of such discrepancies and/or defects shall constitute CONTRACTOR’S acceptance of conditions. Removal and replacement of work applied to defective surfaces, to correct defects, shall be done at expense of CONTRACTOR who applied work to defective surfaces.
- H. Comply with local ordinances and laws.

1.04 PERMITS AND FEES

- A. CONTRACTOR shall obtain and pay for all municipal and state permits.

1.05 FIELD JOB ORDERS/CHANGES IN WORK SCOPE

- A. Owner or Owner's representative shall have right to increase or decrease amount of, or make alterations in, work to be performed by CONTRACTOR, as described in Agreement and General Conditions of Contract Documents. Changes in work scope shall be pre-approved by the Owner and shall be covered by a Field Directive. The CONTRACTOR shall not perform any work in addition to the work authorized by the Contract until authorization is issued by the Owner.

1.06 CONTRACT TIMES

- A. The Work will commence after October 5, 2015 and be substantially completed on or before October 16, 2015.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01019

PHYSICAL CONDITIONS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Information Available
- B. Unforeseen Physical Conditions

1.02 INFORMATION AVAILABLE

- A. CONTRACTOR shall determine in his own way obstructions and difficulties to be encountered in execution of Work under this Contract. CONTRACTOR shall take all measures necessary to protect underground and above ground utilities and structures from damage during performance of his work. Any damage to properly located underground and above ground utilities as a result of CONTRACTOR'S work shall be repaired at no cost to OWNER or ENGINEER.

1.03 UNFORESEEN PHYSICAL CONDITIONS

- A. Promptly notify ENGINEER in writing of any subsurface or latent physical conditions differing materially from those indicated in Contract Documents.
- B. ENGINEER will promptly investigate conditions. If ENGINEER finds subsurface or latent physical conditions which differ materially from those intended in Contract Documents, and if OWNER concurs with ENGINEER'S finding, a discrepancy response shall be issued to CONTRACTOR incorporating necessary revisions within five working days of discrepancy notification.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION



SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Payment criteria applicable to the Work performed under a unit cost price payment method, as indicated on the Bid Form.
- B. Defect assessment and non-payment for rejected work.

1.02 UNIT QUANTITIES SPECIFIED

- A. Quantities and measurements indicated in the Bid Form are for estimating purposes only.
- B. If the actual Work requires more or fewer quantities by 20 percent of the estimated quantities indicated, provide the required quantities to the ENGINEER for consideration of payment adjustment.

1.03 PAYMENT

- A. Payment Includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit. Work items not included in the Bid Form, which are identified in the Technical Specification, are considered to be part of the overall project with payment for all such items considered to be a portion of items which are included in the Bid Form.
- B. Final payment for Work will be made upon acceptance of the completed Work by the ENGINEER and OWNER.
- C. CONTRACTOR shall prepare and submit a single invoice upon the completion of the Work.

1.04 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the OWNER it is not practical to remove and replace the Work, the OWNER will direct one of the following remedies:
 - 1. The defective Work may remain, but the unit sum/price will be adjusted to a new sum/price at the discretion of the OWNER.

2. The defective Work will be partially repaired by the instructions of the OWNER and the unit sum/price will be adjusted to a new sum/price at the discretion of the OWNER.

C. The individual specification sections may modify these options or may identify a specific formula or percentage sum/price reduction.

1.05 NON-PAYMENT FOR REJECTED PRODUCTS

A. Payment will not be made for any of the following:

1. Products wasted or disposed of in a manner that is not acceptable.
2. Products determined as unacceptable before or after placement.
3. Products not completely unloaded from the transporting vehicle.
4. Products placed beyond the lines and levels of the required Work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling and disposing of rejected Products.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION



SECTION 01040

PROJECT ADMINISTRATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. CONTRACTOR'S Supervision and Labor Force
- B. CONTRACTOR'S Subcontract Work

1.02 RELATED SECTIONS

- A. Section 01300 - Submittals
- B. Section 01900 - Site Health and Safety

1.03 CONTRACTOR'S SUPERVISION AND LABOR FORCE

- A. Assign one superintendent or foreman to be on site continuously during the project duration. Submit to ENGINEER site superintendent/foreman's name and phone number prior to project commencement and prior to personnel and phone number changes. Submit in accordance with Section 01300. Keep ENGINEER informed of individual assigned to site and means for contacting this individual. If CONTRACTOR changes foreman assigned to site, CONTRACTOR shall make transition seamless to avoid lost work due to lack of efficient transfer of information.
- B. Use an adequate number of skilled workers who are thoroughly trained and experienced in necessary crafts and who are completely familiar with specified requirements and methods needed for performance of Work.
- C. Use experienced professional personnel for work which requires judgment, knowledge and expertise of qualified professionals and who are familiar with all aspects of Work.
- D. Use personnel with required training for performing work including the applicable requirements of Title 29 Code of Federal Regulations (CFR) 1910.120 Hazardous Waste Operations and Emergency Response, U.S. Department of Labor, Occupational Safety and Health Administration.

1.04 CONTRACTOR'S SUBCONTRACT WORK

- A. SUBCONTRACTORS shall cooperate with the Owner and Owner' representative.
- B. CONTRACTOR'S Superintendent/Foreman shall maintain communication between subcontracted personnel and OWNER'S representative and retained personnel, and shall be on-site when SUBCONTRACTORS are on-site performing work.
- C. CONTRACTOR shall direct and supervise all SUBCONTRACTORS.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION



SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Health and Safety Plan
- B. Schedule
- C. Landfill Disposal Manifests

1.02 RELATED SECTIONS

- A. Section 01015 – General
- B. Section 01900 – Site Health and Safety
- C. Section 02111 – Excavation and Handling of Contaminated Material

1.03 Health and Safety Plan

- A. CONTRACTOR shall submit to ENGINEER a copy of site specific health and safety plan to the ENGINEER prior to commencing any site work.

1.04 Work Schedule

- A. CONTRACTOR shall submit to ENGINEER the proposed schedule of work activities to ENGINEER a minimum of 48 hours prior to commencing site work.

1.05 Waste Disposal Manifests

- A. CONTRACTOR shall submit to ENGINEER a copy of the waste disposal manifests, provided by Waste Management Metro Recycling & Disposal Facility as documentation of the proper disposal of excavated material.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

01300-1

SECTION 01400

QUALITY CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Quality Assurance - Control of Installation

1.02 RELATED SECTIONS

- A. Section 01300 – Submittals
- B. Section 01700 - Contract Closeout

1.03 QUALITY ASSURANCE AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Should manufacturers' instructions conflict with Contract Documents, request clarification from ENGINEER before proceeding.
- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes or specified requirements indicate higher standards or more precise workmanship.
- D. Perform work by persons qualified to produce workmanship of specified quality.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Temporary Utilities: Electricity, lighting, heat, telephone service, water, and sanitary facilities.
- B. Temporary Controls: Barriers, enclosures and fencing, protection of the Work, and water control.
- C. Construction Facilities: Parking, progress cleaning, project signage and temporary buildings.

1.02 RELATED SECTIONS

- A. Section 01700 - Contract Closeout: Final cleaning.
- B. Section 02100 - Site Preparation: Erosion Control/Dust Management

1.03 PAYMENT

- A. Payment: To be considered as part of overall bid prices. No separate payment due.

1.04 TEMPORARY WATER SERVICE

- A. Provide, maintain and pay for suitable quality water service required for construction operations.

1.05 WATER CONTROL

- A. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

1.06 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

- B. Remove debris and rubbish.
- C. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site. No open burning of waste materials, debris or rubbish.

1.08 PROJECT IDENTIFICATION

- A. No signs are allowed without OWNER permission, except those required by law.

1.09 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition.

1.10 DUST AND MUD CONTROLS

- A. The CONTRACTOR shall conduct operations and maintain the site to minimize the creation and dispersion of dust and mud.
- B. The CONTRACTOR shall provide on-site, the equipment necessary to control dust generation resulting from wind effects on open stockpiles of topsoil and backfill material and excavations, and from CONTRACTOR'S vehicle and equipment traffic while both on and accessing the site.
- C. The CONTRACTOR shall control mud and tracking of mud both on and off the site and provide remedial measures as necessary.

1.11 FUEL STORAGE

- A. Store fuel according to local, state and federal laws.

1.12 PROTECTION OF THE ENVIRONMENT

- A. The CONTRACTOR shall minimize air pollution by requiring use of properly operating combustion emission control devices on CONTRACTOR'S equipment and shall encourage the shutdown of motorized equipment not in use.

- B. All areas for the handling and storage of fuels, oils and other potentially hazardous liquids shall have spill containment or release prevention measures. Maintenance of equipment on-site shall be with prior approval of the Project Manager.
- C. All waste materials shall be recycled, hauled to a licensed solid waste landfill, or otherwise disposed of in an environmentally sound manner and in compliance with all applicable local, state and federal regulations.
- D. All hazardous wastes shall be stored, handled, and disposed of in compliance with applicable local, state and federal regulations.
- E. Other measures shall be taken, as necessary and determined by the Owner or Engineer, to maintain the site in an environmentally sound manner.
- F. All spills or leaks shall be reported immediately to the Owner or Engineer. Affected soils shall be properly removed from the limits of construction and disposed in accordance with applicable local, state and federal rules. The Owner or Engineer reserve the right to order leaking equipment removed from the site.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01505

MOBILIZATION AND DEMOBILIZATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Mobilization/Demobilization

1.02 RELATED SECTIONS

A. Section 01500 - Construction Facilities and Temporary Controls

1.03 PAYMENT

A. Payment: Lump sum pricing to be provided.

1.04 MOBILIZATION/DEMOBILIZATION

- A. Furnish labor, equipment, and materials and perform all operations necessary to move personnel, equipment, suppliers, and incidentals to the project site, to establish and maintain construction offices, to perform all work that must be performed before beginning work on the various items for which payment is provided.
- B. Remove all equipment from the project site after it is no longer necessary.
- C. All cleanup necessary to restore applicable portions of the project site equal to or better than original status, including pavement damaged by CONTRACTOR.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01700
CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Closeout procedures
- B. Final cleaning
- C. Project record documents

1.02 RELATED SECTIONS

- A. Section 01300 - Submittals
- B. Section 01500 - Construction Facilities and Temporary Controls: Progress cleaning.
- C. Section 01505 - Mobilization and Demobilization.

1.03 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for ENGINEER'S review.

1.04 FINAL CLEANING

- A. Execute final cleaning prior to final project inspection.
- B. Clean site; sweep paved areas, rake clean landscaped surfaces.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.05 PROJECT RECORD DOCUMENTS

- A. Maintain on-site, one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings
 - 2. Specifications
 - 3. Change Orders and other modifications to the Contract

- B. Ensure entries are complete and accurate, enabling future reference by OWNER.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Submit documents to ENGINEER with claim for final Application for Payment.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01900

SITE HEALTH AND SAFETY

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Disclosure - Chemical Characteristics
- B. Health and Safety Plan
- C. Public Safety
- D. Excavations

1.02 DISCLOSURE - CHEMICAL CHARACTERISTICS

- A. OWNER will furnish or make available to CONTRACTOR documents that relate to the identity, location, quantity, nature or characteristics of hazardous substances at, or under the site. OWNER shall furnish other available reports, data, studies, plans, specifications, documents and other information or surface and subsurface site conditions required, as requested by CONTRACTOR, for proper performance of CONTRACTOR'S services. OWNER, however, assumes no responsibility or liability for their accuracy or completeness, and all such documents and information will remain the property of the OWNER.
- B. Results of chemical analyses on water and soil samples collected from monitoring wells and soil borings installed at the proposed construction site and photoionization readings indicate organic compounds and other compounds are present in the subsurface environment.
- C. CONTRACTOR shall be responsible for researching health effects of possible compounds encountered and taking necessary measures to avoid CONTRACTOR'S risk.
- D. Analytical test data relative to the excavation area are attached (Table 1).

1.03 HEALTH AND SAFETY PLANS

- A. The services to be performed under this Agreement are on a site which may contain hazardous substances on the surface and/or subsurface. Therefore, as a minimum, satisfy all federal, state and local statues, regulations, and ordinances regarding health and safety, including, but not limited to, Title 29 Code of Federal Regulations (CFR) 1910.120 Hazardous Waste Operations and Emergency Response, U.S. Department of Labor, Occupational Safety and Health Administration.
- B. Prepare and comply with a project-specific Health and Safety Plan. Approve the Health and Safety Plan by signature of a designated CONTRACTOR representative

and provide to OWNER upon request prior to commencing site work activities. CONTRACTOR shall be and remain liable for compliance by its employees, agents and SUBCONTRACTORS with the CONTRACTOR'S Health and Safety Plan and procedures for the site and shall hold ENGINEER and OWNER harmless from all claims, damages, suits, losses and expenses in any way arising from non-compliance with the Health and Safety Plan. Notify Project Manager and ENGINEER of Site Health and Safety Officer and any changes thereto.

- C. Notify ENGINEER of any chemical products to be used by CONTRACTOR while on the Project site premises and furnish Material Safety Data Sheets (MSDS) for the chemical products, to ENGINEER, before any such chemicals are brought on the premises throughout the duration of this Agreement. Comply with standards set in Title 29 CFR 1910.1200 in providing such notifications and MSDS.
- D. Provide all necessary safety equipment needed to perform the required work. Provide and properly utilize adequate ventilation and personal protection equipment, including respirators as required according to OSHA regulations.
- E. Follow confined space entry procedures for personnel entering any excavations, storm sewers, or manholes on site.
- F. Train personnel in the use, limitations, and proper fit of all necessary safety equipment.
- G. Follow appropriate measures to guard against cold- and heat-related hazards, including frost-bite, hypothermia, heat stroke, heat exhaustion, and heat cramps. Be prepared to treat these hazards if encountered.

1.04 PUBLIC SAFETY

- A. Protect finished and unfinished work against any damage, loss, or injury during the performance of and up to the completion day of the work.
- B. Provide adequate protection around all openings wherever required to safeguard the work or the public.
- C. Protect all openings and surface obstructions with barricades, signs, and warning devices in accordance with local, state and federal requirements.
- D. Place barricades at a reasonable distance from the location of the obstruction when a street is closed or there is an impedance to traffic. Signs and barricades: clearly visible at all times and conforming to federal, state and local Standards.

1.05 EXCAVATIONS

- A. Form sidewalls of excavations to provide a stable and safe working environment in the base of the excavation.
- B. Provide sheeting and bracing or properly sloped excavations as required by all applicable federal, state and OSHA codes, and as may be necessary to protect life or property.

- C. Eliminate activity around the top of the excavation, particularly the use of heavy equipment and machinery, while personnel are within the excavation.
- D. Erect and maintain a 4-foot high temporary fence around unattended excavations.
- E. Current regulations promulgated by the Occupational Safety and Health Administration (OSHA) require that employers whose employees enter excavations have a "competent person" conduct inspection of these excavations and review supporting system. See 29 CFR Part 1926 (Subpart P). In the event that the Work defined by this agreement includes an excavation into which workers may enter, CONTRACTOR shall furnish a properly qualified "competent person" and shall be responsible for the duties of inspection and/or monitoring of excavations required of the "competent person" under 29 CFR Part 1926 (Subpart P).

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 02100

SITE PREPARATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Traffic Control
- B. Demolition and miscellaneous structures and surface features.
- C. Abandoning utilities.
- D. Protecting existing site features.
- E. Construction and maintenance of erosion control measures in construction area.

1.02 DEFINITIONS

- A. Structures and Surface Features: Existing structures and surface features including buildings, pavements, curb and gutter, stairs, retaining walls, signs, posts, fences, trees, shrubs, landscaped surface features, and other miscellaneous items.
- B. Utilities: Existing gas mains, water mains, steam lines, electric lines and conduits, telephone and other communication lines and conduits, sewer pipe, cable television, other utilities, and appurtenances.

1.03 PROJECT/SITE CONDITIONS

- A. Do not block or obstruct roads or streets with excavated or grubbed materials, except as authorized by OWNER.

1.04 REFERENCES

- A. State of Wisconsin Construction Site Best Management Practice Handbook, Publication WR-222-89, current edition.
- B. The State of Wisconsin, Department of Transportation, Division of Highway Standard Specifications for Road and Bridge Construction (SSRBC), current edition.

1.05 REGULATORY REQUIREMENTS

- A. Comply with applicable sections of NR 216, Wisconsin Administrative Code concerning stormwater management.
- B. Obtain applicable Federal, State and local permits for completion of the work.

1.06 RELATED SECTIONS

- A. Section 01300 - Submittals
- B. Section 02111 - Excavation and Handling of Contaminated Material

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Straw Bale Barriers: WDOT Section 628.2.6
- B. Sediment Control Fences (Silt Fences): WDOT Section 628.2.8
- C. Fencing
- D. Drums
- E. Type II Barricades
- F. Type III Barricades
- G. Signage

PART 3 - EXECUTION

3.01 PROTECTION

- A. Protect existing utilities against damage. CONTRACTOR shall coordinate and abandon/relocate all utilities. Notify utilities and coordinate abandonment.
- B. Contact utilities' "Diggers Hot Line" before beginning excavation.
- C. Locate existing underground utilities in the excavation area by hand excavation.
- D. If uncharted utilities are encountered during excavation, stop work and notify ENGINEER.
- E. Preserve and protect groundwater monitoring wells which will not be abandoned. Replace damaged or destroyed monitoring wells at CONTRACTOR'S expense.
- F. Cap or remove and relocate services. Protect, support, and maintain conduits, wires, pipes or other utilities that are to remain in place during work.

3.02 DEMOLITION

- A. Demolition removal of piping and surface features in direct conflict with Work.
- B. Protect utilities, structures, surface features, and facilities which are to remain in-place.

3.03 RESTORATION

- A. Restore existing utilities, surface features, and structures to condition equal to condition which existed prior to construction.
- B. Site to be filled to preconstruction grades at project completion. Final grades on-site shall be match adjacent property grades and sloped continually to match.

3.04 EROSION CONTROL/DUST MANAGEMENT/SURFACE WATER MANAGEMENT

- A. The CONTRACTOR shall establish and maintain erosion control features until the project is completed and accepted by the ENGINEER. CONTRACTOR shall obtain all necessary permits and approvals pertaining to erosion control.
- B. Silt fence and erosion control measures shall be established prior to exposing any erodible material. Site grading and drainage operations are to be conducted in a manner to prevent or lessen excessive soil erosion of the construction site work area.
- C. Keep public roads and property free from mud, dirt and debris. Sweep roads and water to minimize dust as necessary or as directed by the ENGINEER.

END OF SECTION

SECTION 02111

EXCAVATION AND HANDLING OF CONTAMINATED MATERIAL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Excavation of contaminated materials.
- B. Hauling of contaminated materials.
- C. Handling of contaminated materials.

1.02 REGULATORY REQUIREMENTS

A. Permits and Licenses

The CONTRACTOR shall obtain required Federal, State, and local permits for excavation, hauling and storage of contaminated material. Permits shall be obtained at no additional cost to the OWNER.

1.03 DESCRIPTION OF WORK

- A. The work shall consist of excavation, loading and hauling of contaminated material to Waste Management's Metro Recycling & Disposal Facility, located at 10712 S. 124th Street in Franklin, Wisconsin. The limits of the excavation of contaminated material are shown on the project drawings. Chemical analysis of contaminated material has been performed by the OWNER. The ENGINEER shall be notified immediately if contaminated materials or conditions are discovered which has not been previously identified or if other discrepancies between data provided and actual field conditions are discovered. Management of groundwater is not expected to be required during excavation activities.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

3.01 CONTAMINATED MATERIAL REMOVAL

- A. Areas of contamination shall be excavated to twelve feet of depth from the existing ground surface and extent shown on the drawings or as directed by the OWNER or ENGINEER. Excavation shall be performed in a manner that will limit the potential for contaminated material to be mixed with uncontaminated material.

- B. Sheeting, bracing, or shoring shall be installed in the absence of adequate side slopes if there is a need for workers to enter the excavated area or to protect adjacent structures.
- C. Surface water shall be diverted to prevent entry into the excavation.
- D. CONTRACTOR shall conduct the excavation work in a method which with minimizes odors and volatilization of organic compounds. Modify work procedures if excessive odors or volatilization occurs, as directed by the ENGINEER.
- E. CONTRACTOR shall notify ENGINEER at the completion of the planned removal of the contaminated material from the excavation area to allow for the placement of sodium permanganate in the excavation by others.

3.02 CONTAMINATED MATERIAL HAULING

- A. Contaminated material shall be hauled to Waste Management Metro RDF (10712 South 124 Street, Franklin, Wisconsin) for disposal. A copy of the Waste Profile # V115358WI and approval to ship documentation is attached.
- B. Comply with all Federal, State and local requirements for waste hauling.
- C. Use covered trucks.
- D. Maintain roadways free of debris as required by Section 01500.

3.03 MONITORING WELL EXCAVATION

- A. CONTRACTOR to verify with ENGINEER the location of monitoring wells EW-1, EW-3 and MW-9 prior to monitoring well excavation.
- B. Verify with the ENGINEER that monitoring wells EW-1, EW-3 and MW-9 casing are abandoned with bentonite prior to monitoring well excavation.
- C. CONTRACTOR shall excavate the PVC casing for monitoring wells EW-1, EW-3 and MW-9 to a depth of 30 inches below the existing ground surface.
- D. Excavated soil with the monitoring well casing may be placed back in the excavation area of the monitoring well and tamped with the backhoe bucket to match the existing grade.
- E. Monitoring wells MW-1 and MW-2, PZ-2, and EW-2 shall be excavated as part of the contaminated material removal.
- F. All other monitoring wells on the property shall be protected from damage by the Contractor. The Contractor is responsible for repair or replacement of damaged monitoring wells.

3.04 MIXING OF SODIUM PERMANGANTE IN BASE OF EXCAVATION

- A. Prior to MIXING, the Contractor shall verify with the ENGINEER that placement of sodium permanganate treatment by OTHERS is complete.
- B. CONTRACTOR shall thoroughly mix sodium permanganate into soils at the base of the excavation prior to backfilling and compaction. It is anticipated that a backhoe will be used to thoroughly mix the sodium permanganate and soils across the entire base of the excavation area to a depth of two feet.

END OF SECTION

SECTION 02222

BACKFILLING AND COMPACTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Site filling and backfilling.
- B. Consolidation and compaction.

1.02 RELATED SECTIONS

- A. Section 02111 - Excavation and Handling of Contaminated Material

1.03 REFERENCES

- A. ASTM D1557 – Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort.

PART 2 - PRODUCTS

2.01 FILL MATERIALS:

- A. Suitable Material: Material from off-site sources that meets all of the specified requirements for its intended use and is not unsuitable.
- B. Unsuitable Material: Material that fails to meet requirements for suitable materials; or contains any of the following:
 - 1. Organic clay, organic silt, or peat; as defined in ASTM D2487.
 - 2. Vegetation, wood, roots, leaves, and organic, degradable material.
 - 3. Stones or rock fragments over 6 inches in any dimension.
 - 4. Porous biodegradable matter, excavated pavement, construction debris, rubbish, or refuse.
 - 5. Ice, snow, frost, or frozen soil particles.
 - 6. Materials defined by Wisconsin regulations as a solid waste, in any amount.
- C. Structural Fill: Suitable material that is classified by the Unified Soil Classification System (USCS) in accordance with ASTM D2487 as GW, GP, GM, GC, SW, SP, SM.

Verify that the largest particles in the fill are no greater in dimension than one-half the thickness of the compacted lift thickness.

D. Granular Fill:

1. Densely Graded: Bank-run sand and gravel, recycled concrete, or similar materials approved by the Owner or Owner representative with the following properties.

a. Gradation: Table 1 02222.

Table 1 02222	
Sieve Designation (Square Mesh)	Percentage Passing (By Weight)
6 inches (150 mm)	100
2 inches (50 mm)	80-100
No. 4 (4.75 mm)	20-65
No. 50 (300 micrometers)	10-25
No. 200 (75 micrometers)	0-12

2.02 EQUIPMENT:

- A. Compaction equipment shall be capable of consistently achieving the compaction requirements.
- B. Compaction equipment shall consist of vibratory plate compactor or similar.
- C. Compaction using a backhoe bucket is unacceptable.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify fill materials to be reused are acceptable.

3.02 PREPARATION

- A. Generally compact subgrade to density requirements for subsequent backfill materials.

3.03 BACKFILLING

- A. Backfill areas to contours and elevations with unfrozen materials.
- B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy subgrade surfaces.

- C. Maintain optimum moisture content of backfill materials to attain required compaction density.
- D. Make grade changes gradual. Blend slope into level areas.
- E. The maximum compacted lift shall be 9 inches.
- F. Compact uniformly throughout to 95% of the Modified Maximum Proctor density. Keep fill surfaces sufficiently smooth and free from humps and hollows to allow for proper and uniform compaction. Take care in obtaining thorough compaction at edges of fill.
- G. Maintain soil moisture content to achieve the compaction requirements.
- H. Import backfill to restore the project site to preconstruction grades.

3.04 TOLERANCES

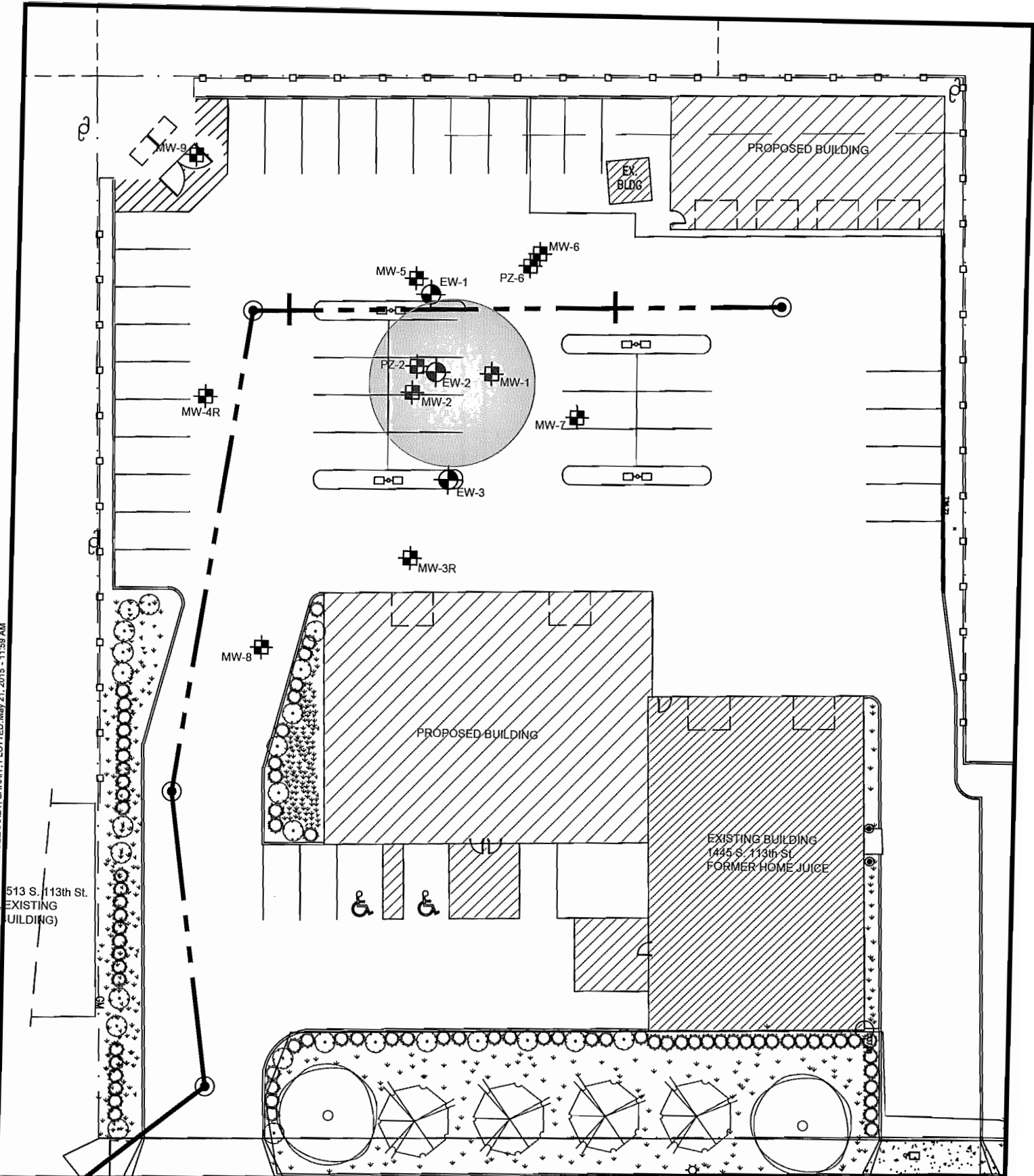
- A. Top Surface of Backfilling: Plus or minus 2 inches from required elevations. Return site to preconstruction grades.

3.05 PROTECTION OF FINISHED WORK

- A. Protect finished Work under provisions of Section 01500.
- B. Recompect fills subjected to vehicular traffic.

END OF SECTION

File: \\USM\MK1\FSD01\ProjectData\1445-Working\docs-CAD\CAD\Home Juice - O&M report.dwg : USER: ENGELHARDT, SARAH; PLOTTED: May 21, 2015 - 11:58 AM



- LEGEND:**
- - - PROPERTY BOUNDARY
 - - - FENCE
 - NEW STORM SEWER
 - ⊕ MONITORING WELL
 - ⊕ VAPOR EXTRACTION WELL
 - REMEDIAL EXCAVATION AREA

AECOM
 Milwaukee Office
 1555 RiverCenter Dr
 Milwaukee, WI
 414.944.6080

1445 & 1501 S. 113th St - O&M

PROPOSED REMEDIAL EXCAVATION AREA



Project Number:
60307064

Drawn By:
SAE

Date:
5/21/2015

Figure No. 5



Requested Facility: _____ Unsure Profile Number: _____
 Check if there are multiple generator locations. Attach locations. COD Renewal? Original Profile Number: _____

A. GENERATOR INFORMATION (MATERIAL ORIGIN)

- 1. Generator Name: CDA of the City of West Allis
- 2. Site Address: 1445 & 1501 S. 113th Street
(City, State, ZIP) West Allis, WI 53214
- 3. County: Milwaukee
- 4. Contact Name: Patrick Schloss
- 5. Email: pschloss@westalliswi.gov
- 6. Phone: 414-302-8468 7. Fax: 414-302-8401
- 8. Generator EPA ID: _____ N/A
- 9. State ID: _____ N/A

B. BILLING INFORMATION

SAME AS GENERATOR

- 1. Billing Name: CDA of the City of West Allis
- 2. Billing Address: 7625 W. Greenfield Ave
(City, State, ZIP) West Allis, WI 53214
- 3. Contact Name: Patrick Schloss
- 4. Email: pschloss@westalliswi.gov
- 5. Phone: 414-302-8468 6. Fax: 414-302-8401
- 7. WM Hauled? Yes No
- 8. P.O. Number: _____

C. MATERIAL INFORMATION

- 1. Common Name: special waste - soil
Describe Process Generating Material: See Attached

The source of the soil impacts is unknown - it appears that there was a release near the fence line of of a former "residential" property. A remedial excavation is planned.

- 2. Material Composition and Contaminants: See Attached

1. soil	100%
2.	
3.	
4.	
≥100%	

- 3. State Waste Codes: _____ N/A
- 4. Color: brown
- 5. Physical State at 70°F: Solid Liquid Other: _____
- 6. Free Liquid Range Percentage: _____ to _____ N/A (Solid)
- 7. pH: _____ to _____ N/A (Solid)
- 8. Strong Odor: Yes No Describe: _____
- 9. Flash Point: <140°F 140°-199°F ≥200° N/A (Solid)

E. ANALYTICAL AND OTHER REPRESENTATIVE INFORMATION

- 1. Analytical attached Yes

Please identify applicable samples and/or lab reports:

Composite 1 and Composite 2 (in lab report # 40100324_frc)
Several site soil samples with 8260 scan (in lab report # 40105063_frc). More data available if required.

- 2. Other information attached (such as MSDS)? Yes

D. REGULATORY INFORMATION

- 1. EPA Hazardous Waste? Yes* No
Code: _____
- 2. State Hazardous Waste? Yes No
Code: _____
- 3. Is this material non-hazardous due to Treatment, Delisting, or an Exclusion? Yes* No
- 4. Contains Underlying Hazardous Constituents? Yes* No
- 5. Contains benzene and subject to Benzene NESHAP? Yes* No
- 6. Facility remediation subject to 40 CFR 63 GGGGG? Yes* No
- 7. CERCLA or State-mandated clean-up? Yes* No
- 8. NRC or State-regulated radioactive or NORM waste? Yes* No
***If Yes, see Addendum (page 2) for additional questions and space.**
- 9. Contains PCBs? → If Yes, answer a, b and c. Yes No
 - a. Regulated by 40 CFR 761? Yes No
 - b. Remediation under 40 CFR 761.61 (a)? Yes No
 - c. Were PCB imported into the US? Yes No
- 10. Regulated and/or Untreated Medical/Infectious Waste? Yes No
- 11. Contains Asbestos? Yes No
→ If Yes: Non-Friable Non-Friable - Regulated Friable

F. SHIPPING AND DOT INFORMATION

- 1. One-Time Event Repeat Event/Ongoing Business
- 2. Estimated Quantity/Unit of Measure: 900-1000
 Tons Yards Drums Gallons Other: _____
- 3. Container Type and Size: dump truck
- 4. USDOT Proper Shipping Name: _____ N/A

G. GENERATOR CERTIFICATION (PLEASE READ AND CERTIFY BY SIGNATURE)

By signing this EZ Profile™ form, I hereby certify that all information submitted in this and all attached documents contain true and accurate descriptions of this material, and that all relevant information necessary for proper material characterization and to identify known and suspected hazards has been provided. Any analytical data attached was derived from a sample that is representative as defined in 40 CFR 261 - Appendix 1 or by using an equivalent method. All changes occurring in the character of the material (i.e., changes in the process or new analytical) will be identified by the Generator and be disclosed to Waste Management prior to providing the material to Waste Management.

If I am an agent signing on behalf of the Generator, I have confirmed with the Generator that information contained in this Profile is accurate and complete.

Name (Print): Patrick Schloss Date: 5-6-15

Title: Community Development Manager

Company: Community Development Authority of City of West Allis

Certification Signature

From: [Patrick Schloss](#)
To: [Volk, Donna](#)
Subject: FW: APPROVED TO SHIP / V115358WI / CDA OF THE CITY OF WEST ALLIS
Date: Wednesday, May 20, 2015 11:00:37 AM
Attachments: [image001.jpg](#)

FYI

From: Chesnic, Christopher [mailto:cchesnic@wm.com]
Sent: Wednesday, May 20, 2015 11:00 AM
To: Patrick Schloss
Subject: APPROVED TO SHIP / V115358WI / CDA OF THE CITY OF WEST ALLIS

Good Afternoon Patrick

Your profile#V115358WI has been **APPROVED TO SHIP**. Your profile will be good until 05/20/2016.

A manifest will need to accompany each load into the landfill.

Please advise if you will be needing any manifests and where to ship them to

If you have any further questions regarding this process, please contact me for assistance.

Thank you,
Christopher Chesnic
Technical Service Representative
TSC Midwest

Waste Management
1-800-963-4776 - Tel 262.250.8758
cchesnic@wm.com

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For more information regarding Industrial Services call **1-800-963-4776**

Table 1
 Summary of Soil Sample Analytical Results - Volatile Organic Compounds
 1445 and 1501 S. 113th Street
 West Allis, Wisconsin
 AECOM Project No. 60307064

Analytical Parameter	Generic RCLs				MW-2 N 2-4 10/8/2014 Pace	MW-2 N 8-10 10/8/2014 Pace
	Direct Contact Pathway		Volatile Inhalation			
	Non-Industrial	Industrial	Non-Industrial	Industrial		
VOCs (ug/kg)						
2-Etanolone (MEK)	9,390,000	613,000,000	19,000,000	32,000,000	245	NA
Ethylbenzene	1,560,000	102,000,000	400,000	400,000	2,900	<25
m,p-Xylene	313,000	204,000,000	260,000	1,800,000	4,100	<50
Naphthalene	60,000	4,000,000	63,000	440,000	400	<40
Tetrachloroethene	1,230	55,000	1,900	33,000	4.1	418
Trichloroethene	180	7,150	13	220	3.7	<250
1,2,4-Trimethylbenzene	782,000	51,100,000	46,000	320,000	7573	<25
1,3,5-Trimethylbenzene	782,000	51,100,000	26,000	180,000	3520	<250
TCLP (ug/L)						
Tetrachloroethene	-	-	-	-	-	-

Notes:
 Only detected parameters are listed above.
 VOCs = Volatile Organic Compounds
 Parameters that exceed one or more Generic RCL are shown in bold.
 J Estimated concentration above the adjusted method detection limit and below the adjusted reporting limit.
 * Compounds concentrations exceeds the calibration range of the instrument at this dilution.
 x Estimated value; some of the test relative to this compound did not meet QC criteria.
 -- No Generic RCL established.
 Generic RCLs not included in Wisconsin Administrative Code or Guidance are calculated from the US EPA default values contained in *Determining Residual Contaminant Levels using the EPA Soil Screening Level*.
 NAL: New Age/Landmark Mobile Laboratory
 ESC: ESC Laboratory Services (fixed-location laboratory)
 Pace: Pace Analytical Laboratory (fixed-location laboratory)
 ** Samples collected from 1501 S. 113th Street property.

Note: SVE was conducted from February 2014 through December 2014 and Chemical Oxidation injections were performed in May 2014 and October 2014.

SECTION 4

MINORITY BUSINESS REQUIREMENTS

The City of West Allis recognizes the necessity of the utilization of minority business enterprise in carrying out Community Development program activities. As has been done in the past, the City will continue to make positive efforts to assure that small and minority businesses are solicited as possible sources for purchasing of supplies, equipment, and construction contracts.

Accordingly, the Department of Housing and Urban Development also requires that if any subcontracts are to be let, the prime Contractor shall also take the following affirmative steps:

1. Include qualified small and minority businesses on solicitation lists.
2. Assure that small and minority businesses are solicited whenever they are potential sources.
3. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
4. Where the requirement permits, establish delivery schedules which will encourage participation by small and minority business.
5. Using the services of the Small Business Administration, the Office of Minority Business Enterprise Services Administration as required.

A Minority Business Enterprise is defined as an enterprise that is at least 50% owned or controlled by females or members of the following groups:

- | | |
|------------------------------|--------------------|
| a. Black | d. American Indian |
| b. Hispanic | e. Alaskan Natives |
| c. Asian or Pacific Islander | |

The City of West Allis has recommended the following minority business involvement goals:

Architectural Services	M.B.E. Goal - 4%
Construction and Purchasing	M.B.E. Goal - 4%
Female Owned Business Participation	M.B.E. Goal – 6.9%

The City also has recommended that all Prime Contractors make every available effort to achieve minority business participation in at least 8% of all subcontracts awarded on a Community Development funded project in the City of West Allis. A list of potential sources of minority subcontractors is supplied with the contract volume. Records of estimates from minority businesses should be maintained by the Contractor. The City does not, however, suggest that any Contractor other than that which has the lowest estimate of cost for work to be performed be chosen.

FEDERAL CONSTRUCTION CONTRACT PROVISIONS

Community Development Block Grant Program



Community Development Division
City of West Allis

7525 W. Greenfield Avenue
West Allis, WI 53214
(414) 302-8460

SECTION 1 INTRODUCTION

- 1. Minority Business Participation**
- 2. Code of Conduct**
- 3. Record Retention**
- 4. Contract Provisions**
- 5. Certification Regarding Use of Contract Funds for Lobbying**
- 6. Access to Records**

SECTION 2 EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS

- 1. Equal Opportunity**
- 2. EEO Officer**
- 3. Dissemination of EEO Policy**
- 4. Recruitment of Employees**
- 5. Selection of SubCONTRACTORS, Procurement of Materials and Leasing of Equipment**
- 6. EEO Records and Reports**
- 7. Nonsegregated Facilities**
- 8. Falsification of Documents**
- 9. Section 3 Clause and Requirements**
- 10. Office of Federal Contract Compliance Programs (OFCCP)**

SECTION 3 FEDERAL LABOR STANDARDS REGULATIONS

- 1. Regulations**
- 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
- 3. Instructions for Certification Lower Tier Covered Transactions**
- 4. Payment of Prevailing Wages**
- 5. Personnel Actions**
- 6. Conformance Rates**
- 7. Payment of Fringe Benefits**
- 8. Apprentice Participation**
- 9. Overtime Requirements**
- 10. Withholding Payments**
- 11. Violations and Liability**
- 12. Statements and Payrolls**

SECTION 4 HEALTH & SAFETY

- 1. Safety and Accident Prevention**
- 2. Implementation of Clean Air Act and Federal Water Pollution Control Act**

SECTION 5 ATTACHMENTS

- 1. Minority and Women's Business Goals**
- 2. Minority and Women's Business Compliance Report**
- 3. Federal Labor Provisions- HUD FORM 4010**
- 4. Equal Employment Opportunity Poster**
- 5. Economic Opportunities for Low and Very Low Income Persons**
- 6. Notice to All Employees of Federally Assisted Projects**
- 7. Wage Decision**
- 8. Prevailing Wage Payroll Format**
- 9. Health and Safety Poster**

1. MINORITY BUSINESS PARTICIPATION:

On each CDBG funded project, the CONTRACTOR is required to maintain documentation supporting their best efforts to achieve the HUD goal of MBE/WBE participation. Only those businesses duly registered on Wisconsin Department of Commerce Minority and Women's Business Directory may be counted toward the goal. The directory is available at www.commerce.state.wi.us/php/mbe-od/alpha_result_page.php or http://commerce.wi.gov/php/WBE/wbe_od_start.php/name.

The goals are provided under **Section 5 – Attachment 1**.

The CONTRACTOR will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible (24 CFR Part 85.36(e)).

Affirmative steps shall include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses and women's business enterprises are solicited whenever there are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation of small and minority businesses and women's business enterprises;
- E. Using the services and assistance of the Small Business Administration, and the Wisconsin Department of Commerce; and
- F. Requiring the prime CONTRACTOR, if subcontracts are to be let, to take the affirmative steps stated above A-E.

The reporting charts under Section 5- Item 2 will require completion to document minority firms and women enterprises were provided the opportunity to bid or provide services under this Contract bid.

2. CODE OF CONDUCT: 24 CFR 84.42

The contract utilizing all or part grant funds shall maintain written standards of conduct governing the performance of employees engaged in the award and administration of contracts stating that no employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved.

3. RECORD RETENTION: 24 CFR 85.42

Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five years. If any litigation, claim, negotiation, audit or other action is started before the expiration of the five-year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved. The retention period starts from the date of the submission of the final expenditure report or, from the date of the submission of the annual financial status report covering the last expenditure of grant funds for that year.

4. CONTRACT PROVISIONS:

In addition to provisions defining a sound and completed procurement contract, the CONTRACTOR must adhere to **Federal Labor Provisions- HUD FORM 4010 under Section 5 – Attachment 3**.

Required Contract Provisions Federally Assisted Construction Contracts:

Contracts other than small purchases shall contain provisions or conditions, which will allow for administrative, contractual, or legal remedies in instances where CONTRACTORS violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

If this contract is in excess of \$25,000, the contract provides provision for termination including the manner by which it will be effected and the basis for settlement. In addition, such contract shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the CONTRACTOR.

If the contract is in excess of \$100,000, the contract requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clear Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provision shall require reporting of violations to the City, HUD and to the US EPA Administrator for Enforcement (EN-329).

These contract provisions shall apply to all work performed on the contract by the CONTRACTOR's own organization and with the assistance of workers under the CONTRACTOR's immediate superintendence and to all work performed on the contract.

Except as otherwise provided for in each section, the CONTRACTOR shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract that may in turn be made. The prime CONTRACTOR shall be responsible for compliance by any subCONTRACTOR or lower tier subCONTRACTOR with these Required Contract Provisions.

A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

A breach of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12.

5. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING:

(Applicable to all Federal-aid construction contracts and to all related subcontracts, which exceed \$100,000 – 49 CFR 20)

The CONTRACTOR certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed with this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees that by submitting a bid or proposal that they require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such recipients shall certify and disclose accordingly.

Any and all CONTRACTORS, subCONTRACTORS, independent CONTRACTORS, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall:

- a. Prohibit discrimination based on race, color or national origin under Title VI of the Civil Rights Act of 1964;
- b. Prohibit discrimination on the basis of sex under Title VII of the Civil Rights Act of 1964 and amended by the Equal Employment Opportunity Act of 1972;
- c. Prohibit discrimination on the basis of age under the Age Discrimination Act of 1975;
- d. Prohibit discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973;
- e. Take affirmative action to employ and advance qualified disabled people under Section 503 of the Rehabilitation Act of 1973;
- f. Promote and insure equal opportunity for all persons, without regard to race, color, religion, sex, or national origin under Executive Order 11246 as Amended;
- g. Display posters, which summarize the Federal laws prohibiting job discrimination based on race, color, sex, national origin, religion, age, equal pay and disability;
- h. Prohibit discrimination based on disability under the Americans with Disabilities Act of 1990;
- i. Assure that all buildings assigned for public use be designed, constructed and altered so as to be accessible to and usable by persons with physical disabilities under the Architectural Barriers Act of 1968; and
- j. Avoid maintaining or providing any segregated facilities.

Any and all CONTRACTORS, subCONTRACTORS, independent CONTRACTORS, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall:

Comply with the provisions for the elimination of Lead-Based paint hazards under 24 CFR Part 35;

Take all necessary precautions to guard against damages to property and injury to persons.

6. ACCESS TO RECORDS: 24 CFR 85.42-e

The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access the CONTRACTOR's pertinent books, documents, papers or other records which are pertinent to the grant and/or project in order to make audits, examinations, excerpts and transcripts. The right of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

SECTION 2 Equal Employment Opportunity Regulations

1. Equal Employment Opportunity Regulations

Since this project will be financed all or in part with Community Development Block Grant funds, the CONTRACTOR and any subcontractors shall be required to meet all regulations of the Federal Government and the HUD in regard to equal opportunity and employment practices. The award of this contract will not be made until the successful bidder has demonstrated ability to comply with all these regulations as required by the HUD.

The apparent low bidder will be required to show compliance with federal regulations. **See Equal Employment Opportunity Poster under Section 5- Attachment 5 for required posting at all work sites.**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more)

The CONTRACTOR will include the portion of the following provisions of Paragraphs A through H in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Orders 11375 and 13279, as supplemented in Department of Labor regulations (41 CFR Part 60), so that such provisions will be binding upon each subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the CITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

Equal employment opportunity (EEO) requirements are not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the CONTRACTOR's project activities under this contract. The Equal Opportunity Construction CONTRACTOR Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.D. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the CONTRACTOR agrees to comply with the following minimum specific requirement activities of EEO.

The CONTRACTOR will work with the awarding agency and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex orientation, sex, age or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, sex orientation, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The CONTRACTOR agrees to pose in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, sex orientation, religion, sex, age, or national origin.
- C. The CONTRACTOR will send to each labor union or representative of workers with which a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Officer advising that said labor union or workers' representatives of CONTRACTOR'S commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 13279 dated December 12, 2002, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 13279, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the City

and Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- F. In the event of the CONTRACTOR's noncompliance with the non-discrimination clause of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contract procedures authorized in Executive Order 13279 or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The CONTRACTOR will include provisions of Paragraph A through H in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provision, including sanctions for noncompliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the CITY, the CONTRACTOR may request the United State to enter into such litigation to protect the interest of the United States.
- H. No person in the United State shall, on the ground race, color, sex orientation, religion, sex, age, or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. The CITY and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.

2. CONTRACTOR EEO OFFICER:

The CONTRACTOR will designate and make known to the City of West Allis the EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active CONTRACTOR program of EEO and who must be assigned adequate authority and responsibility to do so.

3. DISSEMINATION OF POLICY:

All members of the CONTRACTOR's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the CONTRACTOR's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the CONTRACTOR's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO officer.

All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the CONTRACTOR's EEO obligations within thirty days following their reporting for duty with the CONTRACTOR.

All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the CONTRACTOR's procedures for locating and hiring minority employees.

Notices and posters identifying the CONTRACTOR's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

The CONTRACTOR's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. RECRUITMENT OF EMPLOYEES:

When advertising for employees, the CONTRACTOR will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

The CONTRACTOR will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the CONTRACTOR will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the CONTRACTOR for employment consideration.

In the event the CONTRACTOR has a valid bargaining agreement providing for exclusive hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the CONTRACTOR's compliance with EEO contract provisions. (The DOL has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates the CONTRACTOR to do the same, such implementation violates Executive Order 11246, as amended.)

The CONTRACTOR will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. SELECTION OF SUBCONTRACTORS, PROCUREMENT OF MATERIALS AND LEASING OF EQUIPMENT:

The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subCONTRACTORS, including procurement of materials and leases of equipment.

The CONTRACTOR shall notify all potential subCONTRACTORS and suppliers of his/her EEO obligations under this contract.

Disadvantaged business enterprises (DBE) as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts, which the CONTRACTOR enters into pursuant to this contract. The CONTRACTOR will use his best efforts to solicit bids from and to utilize DBE subCONTRACTORS or subCONTRACTORS with meaningful minority group and female representation among their employees.

The CONTRACTOR will use his best efforts to ensure subCONTRACTOR compliance with their EEO obligations.

6. EEO RECORDS AND REPORTS:

The CONTRACTOR shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of five years following completion of the contract work and shall be

available at reasonable times and places for inspection by authorized representatives. The records kept by the CONTRACTOR shall document the following:

The number of minority and non-minority group members and women employed in each work classification on the project; The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

7. NONSEGREGATED FACILITIES:

Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more. By the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, all parties certify that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the EEO provisions of this contract. The CONTRACTOR further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

As used in this certification, the term “segregated facilities” refers to facilities provided for employees which are segregated by explicit directive, or on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override, (e.g. disabled parking).

The CONTRACTOR agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

8. FALSIFICATION OF DOCUMENTS:

The falsification of any of the above certifications may subject the CONTRACTOR to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

The CONTRACTOR or subCONTRACTOR shall make the records required available for inspection, copying, or transcription by authorized representatives of the awarding agency or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or subCONTRACTOR fails to submit the required records or to make them available, the awarding agency, HUD or DOL, or all may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds of debarment action pursuant to 29 CRF 5.12.

9. SECTION 3

The purpose of Section 3 requires the CONTRACTOR and subcontractors to provide jobs and other economic opportunities to low-income persons. The CDBG project service area for Section 3 compliance will be the metropolitan statistical area.

The CONTRACTOR and subcontractor participating in federally assisted projects are required to track and report their activity relative to the hiring and training of low and moderate-income persons and the use of local businesses owned by low-income persons. This information must be reported by the CONTRACTOR and subcontractors prior to project completion utilizing the “Section 3: Economic Opportunities for Low and Very Low Income Persons” forms attached under Section 5 –Attachment 5.

All Section 3 covered contracts shall include the following Section 3 clause consisting of Items A-F:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with this Section in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with these regulations.
- C. The CONTRACTOR agrees to notify each labor organization or representative workers with which the CONTRACTOR has a collective bargaining agreement or other contract or other understanding, if any, a notice advising the labor organization or workers representative of the CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preferences, shall set forth minimum number of job titles subject to hire, availability of apprentice-ship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The CONTRACTOR agrees to include the Section 3 clause in every subcontract subject to compliance with regulations 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision on the subcontract or in this Section 3 clause, upon a finding that that subcontractor is in violation or the regulations in 24 CFR part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled after the CONTRACTOR is selected but before the contract is executed with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under this section of the Code of Federal Regulations.
- F. Noncompliance with HUD's regulations in this Part may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

10. OFFICE OF FEDERAL CONTRACT COMPLIANCE (OFCCP)

For this federally assisted construction contract, the OFCCP administers and enforces Executive Order 11246, as amended. This Order prohibits discrimination and requires affirmative action to ensure equal employment opportunity without regard to race, color, sex, religion and/or national origin; and the implementing regulations at 41 CFR Parts 60-1 through 60-50. Generally, all CONTRACTORS and subCONTRACTORS holding nonexempt federally assisted construction contracts and subcontracts exceeding \$10,000 must comply with Executive Order 11246.

A "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" (Executive Order 11246) is to be included in the bid solicitations for all federally assisted construction contracts and subcontracts in excess of \$10,000. The Notice, which is published at 41 CFR 60-4.2, informs the CONTRACTOR/bidder of the affirmative action requirements imposed under Executive Order 11246, including the specified goals for minority and female participation.

Covered federally assisted construction contracts and subcontracts must incorporate the equal opportunity clause found at 41 CFR 60-1.4(b).

The equal opportunity clause may be expressly included in each contract or subcontract or incorporated by reference. Importantly, the equal opportunity clauses are deemed to be a part of every covered construction contract and subcontract even if they are not physically incorporated in the contract documents.

In addition to the equal opportunity clauses, federally assisted construction contracts and subcontracts in excess of \$10,000 must include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" which are found at 41 CFR 60-4.3. The specifications describe the affirmative action obligations and set forth the specific affirmative action steps the construction CONTRACTOR must implement in order to make a good faith effort to achieve the goals for minority and female participation that were listed in the bid solicitation.

Additional information regarding OFCCP Compliance may be found at www.dol.gov/esa/OFCCP or, at 1-800-397-6251. The Indiana office is located at 46 East Ohio Street, Suite 419, Indianapolis, IN 46204 and phone number is 317-226-5860.

11. Compliance with Rehabilitation Act of 1973

- A. AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (Pursuant to Section 503 and 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§793 and 794); Definition: "Individual with disability" means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment, as provided in 29 U.S.C. §706(8)(B). For purposes of employment, this term does not include: Any individual who is currently engaging in the illegal use of drugs, as provided in 29 U.S.C. §706(8)(C), or any individual who is an alcoholic whose current use of alcohol prevents the individual from performing the duties of the job in question, or whose employment, by reason of current alcohol abuse, would constitute a direct threat to property or the safety of others, as provided in 29 U.S.C. §706(8)(C)(v); or any individual who has a currently contagious disease or infection and who, by reason of such disease or infection, would constitute a direct threat to the health or safety of other individuals or who, by reason of the currently contagious disease or infection, is unable to perform the duties of the job (as provided in 29 U.S.C. §706(8)(D)).
1. The CONTRACTOR will not discriminate against any employee because of disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, up-grading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
 2. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 3. In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations a relevant orders of the Secretary of Labor issued pursuant to the Act.
 4. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment and the rights of applicants and employees.

5. The CONTRACTOR will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to section 503 of the Act so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

SECTION 3 Federal Labor Standards Regulations

Any and all CONTRACTORS, subcontractors, independent CONTRACTORS, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall:

The attached **Notice to All Employees Poster on Federally Assisted Projects** must be posted on the worksite during the entirety of the project. **See Section 5- Attachment 6.**

Comply with federal labor standards regulations as follows:

1. Davis-Bacon Act
2. **Wage Decision attached under Section 5 – Attachment 7.**
3. Contract Work Hours and Safety Standards Act
4. Copeland Act (Anti-Kickback Act)
5. Fair Labor Standards Act
6. **Payroll Format attached under Section 5 – Attachment 8**

The U. S. Department of Labor has published rules and regulations corresponding to the above regulations at Title 29 CFR Parts 1, 3, 5, 6 and 7.

1. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION PRIMARY COVERED TRANSACTIONS:

(Applicable to all Federal-aid contracts 49 CFR 29)

By signing and submitting this proposal, the contractor is providing the certification set out below. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The CONTRACTOR shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the CONTRACTOR to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The CONTRACTOR shall provide immediate written notice to the department or agency to which this proposal is submitted if any time the CONTRACTOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The CONTRACTOR agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The CONTRACTOR further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

The City covered transaction will rely upon a certification of a CONTRACTOR in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A CONTRACTOR may decide the method and frequency by which it determines the eligibility of its principals. Each CONTRACTOR may, but is not required to, check the nonprocurement portion of the “Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs” (Nonprocurement List), which is compiled by the General Services Administration.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of CONTRACTOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If a CONTRACTOR in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the CONTRACTOR is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION APPLICABLE TO ALL SUBCONTRACTS, PURCHASE ORDERS AND OTHER LOWER TIER TRANSACTIONS OF \$25,000 OR MORE

By signing and submitting this proposal, the CONTRACTOR and subCONTRACTOR providing the certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier subCONTRACTOR shall provide immediate written notice to the person to which this proposal is submitted if at any time the subCONTRACTOR learns that its certification was erroneous by reason of changed circumstances.

The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “primary covered transaction,” “participant,” “person,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The CONTRACTOR and subCONTRACTOR agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The CONTRACTOR and subCONTRACTOR further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A CONTRACTOR in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If a CONTRACTOR in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The CONTRACTOR and subCONTRACTOR certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the CONTRACTOR and subCONTRACTOR are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. PAYMENT OF PREVAILING WAGES:

Applicable to all Federal-aid (CDBG) construction contracts exceeding \$2,000 and to all related subcontracts:

All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits or cash equivalents thereof due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor, hereinafter called "the wage determination", which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR or its subCONTRACTORS and such laborers and mechanics. The wage determination shall be posted at all times by the CONTRACTOR and its subCONTRACTORS at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid. Regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill.

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3 and 5 are herein incorporated by reference in this contract.

4. PERSONNEL ACTIONS:

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

The CONTRACTOR will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

The CONTRACTOR will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

The CONTRACTOR will periodically review-selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the CONTRACTOR will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

The CONTRACTOR will promptly investigate all complaints of alleged discrimination made to the CONTRACTOR in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the CONTRACTOR will inform every complainant of all of his avenues of appeal.

The CONTRACTOR will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

5. CONFORMANCE RATES:

The awarding agency shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage decision.

An additional classification, wage rate and fringe benefits may be approved only when the following criteria have been met:

- (1) The work to be performed by the additional classification is not performed by any other classification in the wage determination;
- (2) The additional classification is utilized in the area by the construction industry;
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

If the CONTRACTOR or subCONTRACTOR, laborers and mechanics, awarding agency and the contracting officer agree on the classification and conformance wage rate including the amount designated for fringe benefits where appropriate, the conformance rates shall be paid to all workers performing work in that classification from the first day on which work is performed in the classification.

In the event the CONTRACTOR or subCONTRACTORS, laborers and mechanics, awarding agency and the contracting officer do not agree on the proposed classification and wage rate including the amount designated for fringe benefits where appropriate, the contracting officer (OCRA Labor Standards Compliance Officer) shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting agency or will notify within the 30-day period that additional time is necessary. Any work performed during the waiting period will be paid at the base wage and fringe benefit amount conditionally assigned by the contracting officer until a conformance rate is assigned by the Wage and Hour Administrator.

6. PAYMENT OF FRINGE BENEFITS:

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR or subCONTRACTORS, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof. If the CONTRACTOR or subCONTRACTOR does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met.

7. APPRENTICE PARTICIPATION:

Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program duly registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau.

The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR or subCONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the CONTRACTOR's or subCONTRACTOR's registered program should be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman level hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the CONTRACTOR or subCONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

8. OVERTIME REQUIREMENTS:

No CONTRACTOR or subCONTRACTOR contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices) shall require or permit any laborer, mechanic, watchman, guard or apprentice in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, guard or apprentice receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

9. WITHHOLDING PAYMENT FOR UNPAID WAGES:

The awarding agency shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the CONTRACTOR or subCONTRACTOR under this contract or any other Federal contract with the same prime CONTRACTOR, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime CONTRACTOR, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the CONTRACTOR or any subCONTRACTOR the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the CONTRACTOR, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

10. VIOLATIONS AND LIABILITY FOR UNPAID WAGES AND LIQUIDATED DAMAGES:

In the event of any violation of the requirements set forth in this document, the CONTRACTOR and any subCONTRACTOR responsible for the violation shall be liable to the affected employee for his/her unpaid wages. In addition, such CONTRACTOR and subCONTRACTOR shall be liable to the United States for liquidated damages.

11. STATEMENTS AND PAYROLLS:

Applicable to all Federally assisted construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.

The CONTRACTOR shall comply with the Copeland Regulations of the Secretary of Labor.

Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR and each subCONTRACTOR during the course of the work and preserved for a period of 5 years from the date of completion of the contract for all laborers, mechanics, apprentices, watchmen, helpers and guards working at the site of the work.

The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the CONTRACTOR and subCONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. CONTRACTORS or subCONTRACTORS employing apprentices under approved programs shall maintain written evidence of the registration of apprentices and ratios and wage rates prescribed in the applicable programs.

Each CONTRACTOR and subCONTRACTOR shall furnish, each week in which any contract work is performed, to the awarding agency or an agent thereof, a certified payroll report of wages paid each of its employees. The payroll submitted shall set out accurately and completely all of the information required to be maintained. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all subCONTRACTORS.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or subCONTRACTOR or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

That the payroll for the payroll period contains the information required to be maintained and that such information is correct and complete;

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

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

The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance".

SECTION 4 Health and Safety

1. SAFETY AND ACCIDENT PREVENTION:

In the performance of this contract the CONTRACTOR shall comply with all applicable Federal, State and local laws governing safety, health and sanitation (23 CFR 635). The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the awarding agency may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

The CONTRACTOR must post the poster under Section 5- Attachment 9 at the worksite for all employees to observe.

It is a condition of this contract, and shall be made a condition of each subcontract, which the CONTRACTOR enters into pursuant to this contract, that the CONTRACTOR and any subCONTRACTOR shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3333).

Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

2. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

(Applicable to all Federally assisted construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction CONTRACTOR, or subCONTRACTOR, as appropriate, will be deemed to have stipulated as follows:

That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U. S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

That the firm shall promptly notify the awarding agency of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

That the firm agrees to include or cause to be included the requirements of this Section in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

Attachment # 1

GOALS FOR WOMEN AND MINORITY UTILIZATION IN CONSTRUCTION

These goals apply to all federally assisted construction contracts and subcontracts in excess of \$10,000 (EO 11246). All hours of work (federal and nonfederal) in each trade, regardless of the location of work, are subject to these goals.

- A. Goals for Women: 6.9%
- B. Goals for Minorities: 8.0%

Attachment # 2

Project No.: 1 Project Title: REMEDIAL EXCAVATION

Contract for: Community Development Authority Amount: \$ 36,800

MBE CONTACTS

(At least three minority business enterprises are to be contacted for each subcontract)

MBE/WBE Firm Name and Address	Reason for Acceptance or Rejection	Dollar Amount
	RAMS CONTRACTING IS AN MBE CONTRACTOR	\$ 36,800
		\$
		\$
		\$
		\$
		\$
Total Dollar Amount to be expended for Minority Business Enterprises		\$

I/We, RAMS CONTRACTING, LTD., hereby indicate that the above mentioned
 (Firm Name)
 minority contractors were contacted and contractors accepted or rejected as indicated.

Date: 10/9/15


 Signature of Authorized Representative

Approved by: _____

ATTACHMENT #3

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

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

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(II) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(I) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

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

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

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

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

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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

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

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

ATTACHMENT #4

Equal Employment Opportunity is THE LAW

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

VIETNAM ERA, SPECIAL DISABLED, RECENTLY SEPARATED, AND OTHER PROTECTED VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans, qualified special disabled veterans, recently separated veterans, and other protected veterans. A recently separated veteran is any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval or air service.

RETALIATION

Retaliation is prohibited against a person who files a charge of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210 (202) 693-0101 or call an OFCCP regional or district office listed in most telephone directories under U.S. Government, Department of Labor. For individuals with hearing impairment, OFCCP's TTY number is (202) 693-1337.

Private Employment, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy and sexual harassment) or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990 (ADA), as amended, protect qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability.

The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations, unless such accommodations would impose an undue hardship on the employer.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions, or privileges of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men.

performing substantially equal work, in jobs that require equal skill, effort and responsibility under similar working conditions, in the same establishment.

RETALIATION

Retaliation is prohibited against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes discrimination under these Federal laws.

If you believe that you have been discriminated against under any of the above laws, and to ensure that you meet strict procedural timelines to preserve the ability of EEOC to investigate your complaint and to protect your right to file a private lawsuit, you should immediately contact:

The U.S. Equal Employment Opportunity Commission (EEOC), Washington, DC 20507 or an EEOC field office by calling toll free (1-800) 669-4000. For individuals with hearing impairments, EEOC's toll free TTY number is 1-800 669-6820.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, SEX, NATIONAL ORIGIN

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs.

Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

INDIVIDUALS WITH DISABILITIES

Section, 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance in the federal government, public or private agency. Discrimination is prohibited in all aspects of employment against persons with disabilities who with or without reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.

Publication OFCCP 1420
Revised August 2006



**EQUAL HOUSING
OPPORTUNITY**

**We Do Business in Accordance With the Federal Fair
Housing Law**

(The Fair Housing Amendments Act of 1988)

**It is illegal to Discriminate Against Any Person
Because of Race, Color, Religion, Sex,
Handicap, Familial Status, or National Origin**

- In the sale or rental of housing or residential lots
- In the provision of real estate brokerage services
- In advertising the sale or rental of housing
- In the appraisal of housing
- In the financing of housing
- Blockbusting is also illegal

Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination:

1-800-669-9777 (Toll Free)

1-800-927-9275 (TTY)

**U.S. Department of Housing and
Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410**

U.S. DEPARTMENT OF LABOR

EMPLOYMENT STANDARDS ADMINISTRATION

Wage and Hour Division
Washington, D.C. 20210



NOTICE

EMPLOYEE POLYGRAPH PROTECTION ACT

The Employee Polygraph Protection Act prohibits most private employers from using lie detector tests either for pre-employment screening or during the course of employment.

PROHIBITIONS

Employers are generally prohibited from requiring or requesting any employee or job applicant to take a lie detector test, and from discharging, disciplining, or discriminating against an employee or prospective employee for refusing to take a test or for exercising other rights under the Act.

EXEMPTIONS*

Federal, State and local governments are not affected by the law. Also, the law does not apply to tests given by the Federal Government to certain private individuals engaged in national security-related activities.

The Act permits *polygraph* (a kind of lie detector) tests to be administered in the private sector, subject to restrictions, to certain prospective employees of security service firms (armored car, alarm, and guard), and of pharmaceutical manufacturers, distributors and dispensers.

The Act also permits polygraph testing, subject to restrictions, of certain employees of private firms who are reasonably suspected of involvement in a workplace incident (theft, embezzlement, etc.) that resulted in economic loss to the employer.

EXAMINEE RIGHTS

Where polygraph tests are permitted, they are subject to numerous strict standards concerning the conduct and length of the test. Examinees have a number of specific rights, including the right to a written notice before testing, the right to refuse or discontinue a test, and the right not to have test results disclosed to unauthorized persons.

ENFORCEMENT

The Secretary of Labor may bring court actions to restrain violations and assess civil penalties up to \$10,000 against violators. Employees or job applicants may also bring their own court actions.

ADDITIONAL INFORMATION

Additional information may be obtained, and complaints of violations may be filed, at local offices of the Wage and Hour Division. To locate your nearest Wage-Hour office, telephone our toll-free information and help line at 1-866-4USWAGE (1-866-487-9243). A customer service representative is available to assist you with referral information from 8am to 5 pm in your time zone; or if you have access to the internet, you may log onto our Home page at www.wagehour.dol.gov.

THE LAW REQUIRES EMPLOYERS TO DISPLAY THIS POSTER WHERE EMPLOYEES AND JOB APPLICANTS CAN READILY SEE IT.

**The law does not preempt any provision of any State or local law or any collective bargaining agreement which is more restrictive with respect to lie detector tests.*

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
Wage and Hour Division
Washington, D.C. 20210

WH Publication 1462
June 2003

Section 3 Federal Requirements

What is Section 3?

Section 3 is a provision that HUD requires from all project that are funded with federal grants/loans. Community Development Block Grant (CDBG) and HOME funds require that Section 3 provisions be followed.

All contractors/subcontractors who are awarded projects funded by CDBG and HOME funds must give preference to hiring Section 3 residents or business concerns residing in the metro-Milwaukee area.

All contractors/subcontractors who are awarded projects funded by CDBG and HOME funds must report to the City of West Allis whether they are a Business Concern by filling out the Section 3 Qualification Forms that are included in the bid contract book (see definition of “Business Concern” below).

What is a “Section 3 resident”?

- (1) A low- or very low-income persons, or;
- (2) a public housing resident.

What is “low- or very low-income”?

Households whose annual income (including assets and interest from bank accounts) is AT OR BELOW the following income limits pertaining to particular household sizes:

* 2015 figures	1 Person Household	2 Person Household	3 Person Household	4 Person Household	5 Person Household	6 Person Household	7 Person Household	8 Person Household
80% CMI	\$41,100	\$46,950	\$52,800	\$58,650	\$63,350	\$68,050	\$72,750	\$77,450

What does “Business Concern” mean?

Businesses that can provide evidence that they meet one or the following:

1. 51% or more owned by Section 3 residents; or
2. At least 30% of its fulltime employees include persons that are currently Section 3 residents, or within 3 years of the date of first employment with the business concern, were Section 3 residents; or
3. Provides evidence, as required, or a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs.

** If you would like assistance filling out the Section 3 forms or are not fully understanding what reporting is required of you, please contact Kristi Johnson at 414-302-8463.*

CONTRACTOR CERTIFICATE REGARDING EQUAL EMPLOYMENT OPPORTUNITY

"E.O. 11246 Certification"

Project Name: _____

Project #: _____

Prime Contractor: _____

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 C.F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

GENERAL CONTRACTOR/SUBCONTRACTOR'S CERTIFICATION

Contractor Information:

Company Name: _____

Address: _____

1. Contractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

_____ Yes _____ No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

_____ Yes _____ No

3. Contractor will file all compliance reports due under applicable instructions.

Yes No None Required

4. If the answer to item 3. is "No", please explain in detail below or on a separate sheet.

CERTIFICATION:

The information above is true and complete to the best of my knowledge and belief.

Officer of Company: _____ **Date:** _____
(Print Name & Title)

(Signature)



City of West Allis
Department of Development
7525 W. Greenfield Ave.
West Allis, WI 53214

Project Name/Address: _____

ANTI-LOBBYING CERTIFICATE

Certification for contracts, grants, loans and cooperative agreements funded with CDBG or HOME dollars

The undersigned Contractor certifies, to the best of his/her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contracts to an office or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801 et seq., and 18 P.C.S. § 4904 (pertaining to unsworn falsification to authorities) apply to this certification and disclosure.

Company Name: _____

Company Officer: _____
(Print Name and Title)

(Signature)

(Date)

SECTION 3 COMPLIANCE REPORT

Must be completed by every contractor or subcontractor awarded a construction contract on a Community Development Block Grant (CDBG) project.

Grantee: _____ Grant #: _____

Contractor: _____

Contract Amount: \$ _____

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low and very low income persons, particularly those who are recipients of government assistance for housing. Check all that apply:

_____ Attempted to recruit low-income residents through local advertising media, signs prominently displayed at the project site, contracts with community organizations and public or private agencies operating within the metropolitan area or nonmetropolitan county in which the Section 3 covered program or project is located or similar methods.

_____ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.

_____ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.

_____ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.

_____ Other. Describe: _____

Job Category	Staff		New Hires/Trainees Total # of new hires/trainees that are Section 3 residents	Total # staff hours for new hires that are Section 3 residents	Total staff hours for Section 3 employee
	Total # Employees	Total # Section 3 Employees			
Professional	_____	_____	_____	_____	_____
Technician	_____	_____	_____	_____	_____
Office/Clerical	_____	_____	_____	_____	_____
Construction:	_____	_____	_____	_____	_____
List by trade:	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Submit to Grantee or Grantee's Representative prior to work beginning.
Kristi Johnson
Department of Development
7525 W. Greenfield Ave.
West Allis, WI 53214



Community Development Block Grant Program (CDBG)
 Department of Development
 City of West Allis, 7525 W. Greenfield Ave.
 West Allis, WI 53214
 414-302-8460



**Section 3 Qualification for Contractor Businesses
 And Minority Business Enterprise/Women Business Enterprise**

Please circle the most appropriate choice that best describes your Business Racial/Ethnic Code.

1. White Americans
2. Black Americans
3. Native Americans
4. Hispanic Americans
5. Asian/Pacific Americans
6. Hasidic Jews

**Business Representative
 Fills Out Top Section**

What is your ethnicity? (Check only one box) Hispanic Non-Hispanic

Is your Business (51% or more) Owned by a Woman: Yes No

Type of Business : Corporation Partnership Joint Venture Sole Proprietorship

Your Contractor Tax Identification Number: _____

Your DUNS Number: _____

Business Name _____

Business Address _____

Individuals who meet the income limits set forth below can qualify as a Section 3 Business.

Find your household size in the left hand column. Determine if your **TOTAL** household income is either **EQUAL TO OR BELOW** the income range listed for your household size. You **DO NOT** need to indicate your income or household size on this form, merely check to see if you fall below, within or above the range listed for your household size and check the box **yes** or **no** listed below.

Household Size	Income Limit (2015 figures)
1	\$41,100
2	\$46,950
3	\$52,800
4	\$58,650
5	\$63,350
6	\$68,050
7	\$72,750
8	\$77,450

**Owners Fill Out
 Bottom Section**

- Yes, I fall **within or below** the income range listed for my household size.
- No, my income is **above** the income range listed for my household size.

I certify that this information is true and correct to the best of my knowledge.

Please Print Name _____

Signature _____

Date _____

The information requested on this form regarding race and ethnicity status is needed to analyze and assure compliance with Federal Equal Opportunity laws and to meet the reporting requirements of those laws. Your cooperation in voluntarily giving this information is important to the success of our equal opportunity program.



**Community Development Block Grant Program (CDBG)
 Department of Development
 City of West Allis, 7525 W. Greenfield Ave.
 West Allis, WI 53214
 414-302-8460**



**Section 3 Qualification for Contractor Businesses
 And Minority Business Enterprise/Women Business Enterprise**

Please circle the most appropriate choice that best describes your Business Racial/Ethnic Code.

1. White Americans
2. Black Americans
3. Native Americans
4. Hispanic Americans
5. Asian/Pacific Americans
6. Hasidic Jews

***Business Representative
 Fills Out Top Section***

What is your ethnicity? (Check only one box) Hispanic Non-Hispanic

Is your Business (51% or more) Owned by a Woman: Yes No

Type of Business : Corporation Partnership Joint Venture Sole Proprietorship

Your Contractor Tax Identification Number: _____

Your DUNS Number: _____

Business Name _____

Business Address _____

Individuals who meet the income limits set forth below can qualify as a Section 3 Business.

Find your household size in the left hand column. Determine if your **TOTAL** household income is either **EQUAL TO OR BELOW** the income range listed for your household size. You **DO NOT** need to indicate your income or household size on this form, merely check to see if you fall below, within or above the range listed for your household size and check the box **yes** or **no** listed below.

Household Size	Income Limit (2015 figures)
1	\$41,100
2	\$46,950
3	\$52,800
4	\$58,650
5	\$63,350
6	\$68,050
7	\$72,750
8	\$77,450

***Employees Fill Out
 Bottom Section***

- Yes, I fall **within or below** the income range listed for my household size.
- No, my income is **above** the income range listed for my household size.

I certify that this information is true and correct to the best of my knowledge.

Please Print Name _____

Signature _____

Date _____

The information requested on this form regarding race and ethnicity status is needed to analyze and assure compliance with Federal Equal Opportunity laws and to meet the reporting requirements of those laws. Your cooperation in voluntarily giving this information is important to the success of our equal opportunity program.



NOTICE TO ALL EMPLOYEES

Working on Federal or Federally Financed Construction Projects

MINIMUM WAGES

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of work you perform.

OVERTIME

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

APPRENTICES

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

PROPER PAY

If you do not receive proper pay, contact the Contracting Officer listed below:

	
7025 West Greenfield Avenue West Allis, Wisconsin 53214 Phone 414/322-8468 Fax 414/362-8401	Frank Schiavone Contracting Officer 414/322-8401 http://www.cityatthecenter.com

or you may contact the nearest office of the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under:
**U.S. Department of Labor
Employment Standards Administration**



Attachment #7

WAGE DECISION

Date _____
 I, _____ (Name of Signatory Party) _____ (Title)
 do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ (Contractor or Subcontractor) _____ on the _____ (Building or Work) _____; that during the payroll period commencing on the _____ day of _____, and ending the _____ day of _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (Contractor or Subcontractor) _____ from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3.729 C.F.R. Subtitle A, issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 667; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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

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

(4) That: _____ (e) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
 -- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH
 -- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE _____ SIGNATURE _____

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

INSTRUCTION FOR COMPLETING PAYROLL FORM, WH-347

General: The use of WH-347, payroll form, is not mandatory. This form has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontractors to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulation, Parts 3 and 5 (29 CFR, Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and Related Acts.

This form meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Department of Labor, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds, or programs or by making these payments to the employee as cash in lieu of fringes.

This payroll provides for the contractor's showing on the face of the payroll all monies paid to the employees, whether as basic rates or as cash in lieu of fringes and provides for the contractor's representation in the statement of compliance on the rear of the payroll that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Column 1 - Name, address, and Social Security number of Employee: The employee's full name and Social Security Number must be shown on each weekly payroll submitted. The employee's address must also be shown on the payroll covering the first week in which the employee works on the project. The address need not be shown on subsequent payrolls unless the address changes.

Column 2 - Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Parts 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by employees. Consult classifications and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer of Agency representative. Employee may be shown as having worked in more than one classification provided accurate breakdown of hours so worked is maintained and shown on submittal payroll by use of separate line entries.

Column 4 - Hours Worked: On all contracts subject to the Contract Work Hours Standards Act enter as overtime hours all hours worked in excess of 8 hours per day and 40 hours in a week.

Column 5 - Total: Self-explanatory.

Column 6 - Rate of Pay: In straight time box, list actual hourly rate paid the employee for straight time worked plus any cash in lieu of fringes paid the employee. When recording the straight time hourly rate, any cash paid in lieu of fringes may be shown separately from the basic rate, thus \$3.25/40. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. Overtime box show overtime hourly rate paid, plus any cash in lieu of fringes paid the employee. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standards Act of 1962. In addition to paying not less than the predetermined rate for the classification in which the employee works, the contractor shall pay to approved plans, funds, or programs or shall pay as cash in lieu of fringes amounts predetermined as fringe benefits in the wage decision made part of the contract. See "FRINGE BENEFITS" below.

Fringe Benefits - Contractors who pay all required fringe benefits: A contractor who pays fringe benefits to approved plans, funds, or programs in the amounts not less than were determined in the applicable wage decisions of the Secretary of Labor shall continue to show on the face of the payroll the basic cash hourly rate and overtime rate paid to his employees just as he has always done. Such a contractor shall check paragraph 4(g) of the statement on the reverse of the payroll to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exceptions shall be noted in Section 4(c).

Contractors who pay no fringe benefits: A contractor who pays no fringe benefits shall pay to the employee, and insert in the straight time hourly rate column of the payroll, an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay one and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. In addition, the contractor shall check paragraph 4(d) of the statement on the reverse of the payroll to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exception to Section 4(c) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employee as cash in lieu of fringes and the hourly amount paid to plans, funds, or programs as fringes. The contractor shall pay, and shall show that he is paying to each such employee for all hours (unless otherwise provided by applicable determination) worked on Federal or Federally assisted project an amount not less than the predetermined rate plus cash in lieu of fringes as shown in Section 4(c). The rate paid and amount of cash paid in lieu of fringe benefits per hour should be entered in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of the employees' weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus \$65,000/120.00.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deductions should be involved, use first 4 columns; show the balance of deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deductions contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR, Part 3. If the employee worked on other jobs in addition to this project, show actual deductions from his weekly gross wage, but indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals: Space has been left at the bottom of columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While this form need not be notarized, the statement on the back of the payroll is subject to the penalties provided by 18 USC 1001, namely, possible imprisonment for 5 years or \$10,000.00 fine or both. Accordingly, the party signing this required statement should have knowledge of the facts represented as true.

Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See paragraph entitled "FRINGE BENEFITS" above for instructions concerning filling out paragraph 4 of the statement.

STATEMENT OF COMPLIANCE

Date _____

I, _____, do hereby state:
 (Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by _____ on the
 (Contractor or Subcontractor)
 _____; that during the payroll commencing on the

_____ day of _____ (Building or work) _____ and ending the _____ day of _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Contractor or Subcontractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat., 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) - EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

Remarks _____

Name and Title _____	Signature _____
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The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

SAFETY AND HEALTH PROTECTION ON THE JOB

INTRODUCTION:

The intent of the Indiana Occupational Safety and Health Act of 1974, Indiana Code 22-8-1.1, is to assure, so far as possible, safe and healthful working conditions for the workers in the State.

The Indiana Department of Labor has primary responsibility for administering and enforcing the Act and the safety and health standards promulgated under its provisions.

Requirements of the Act include the following:

EMPLOYERS:

Each employer shall establish and maintain conditions of work which are reasonably safe and healthful for employees and free from recognized hazards that are causing or likely to cause death or serious physical harm to employees. The Act further requires that employers comply with the Occupational Safety and Health Standards, Rules and Regulations.

EMPLOYEES:

All employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued under the Act which are applicable to their own actions and conduct.

INSPECTION:

The Act requires that an opportunity be provided for employees and their representatives to bring possible safety and health violations to the attention of the Department of Labor inspector in order to aid the inspection. This requirement may be fulfilled by allowing a representative of the employees and a representative of the employer to accompany the inspector during inspection. Where there is no employee representative, the inspector shall consult with a reasonable number of employees.

COMPLAINT:

Employees have the right to file a complaint with the Department of Labor. There shall be an inspection where reasonable grounds exist for the Department of Labor to believe there may be a hazard. Unless permission is given by the employees complaining to release their names, they will be withheld from the employer. Telephone Number (317) 232-2693.

The Act provides that no employer shall discharge, suspend or otherwise discriminate in terms of conditions of employment against any employees for their failure or refusal to engage in unsafe practices or for filing a complaint, testifying or otherwise acting to exercise their rights under the Act.

Employees who believe they have been discriminated against may file a complaint with the Department of Labor within 30 days of the alleged discrimination. Please note that extensions of the 30-day filing requirement may be granted under certain special circumstances, such as where the employer has concealed, or misled the employee regarding the grounds for discharge. However, a grievance-arbitration proceeding which is pending would not be considered justification for an extension of the 30-day filing period. The Commissioner of Labor shall investigate said complaint and upon finding discrimination in violation of the Act, shall order the employer to provide necessary relief to the employees. This relief may include rehiring, reinstatement to the job with back pay, and restoration of seniority.

All employees are also afforded protection from discrimination under Federal Occupational Safety and Health Act and may file a complaint with the U.S. Secretary of Labor within 30 days of the alleged discrimination.

VIOLATION NOTICE:

When an alleged violation of any provision of the Act has occurred, the Department of Labor shall promptly issue a written order to the employer, who shall be required to post it prominently at or near the place where the alleged violation occurred until it is made safe and required safeguards are provided or 3 days, whichever is longer.

PROPOSED PENALTIES:

The Act provides for CIVIL penalties of not more than \$7,000 for each serious violation and for CIVIL penalties of up to \$7,000 for each non-serious violation. Any employer who fails to correct a violation within the prescribed abatement period may be assessed a CIVIL penalty of not more than \$7,000 for each day beyond the abatement date during which such violation continues. Also, any employer who knowingly or repeatedly violates the Act may be assessed CIVIL penalties of not more than \$70,000 for each violation. A minimum penalty of \$5,000 may be imposed for each knowing violation. A violation of posting requirements can bring a penalty of up to \$7,000.

VOLUNTARY ACTIVITY:

The Act encourages efforts by labor and management, before the Department of Labor inspections, to reduce injuries and illnesses arising out of employment.

The Act encourages employers and employees to reduce workplace hazards voluntarily and to develop and improve safety and health programs in all workplaces and industries.

Such cooperative action would initially focus on the identification and elimination of hazards that could cause death, injury, or illness to employees and supervisors.

The Act provides a consultation service to assist in voluntary compliance and give recommendations for the abatement of cited violations. This service is available upon a written request from the employer to the Bureau of Safety Education and Training (BuSET). Telephone Number (317) 232-2688.

COVERAGE:

The Act does not cover those hired for domestic service in or about a private home and those covered by a federal agency. Those exempted from the Act's coverage include employees in maritime services, who are covered by U.S. Department of Labor, and employees in atomic energy activities who are covered by the Atomic Energy Commission.

NOTE:

Under a plan approved March 6, 1974, by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), the State of Indiana is providing job safety and health protection for workers throughout the State. OSHA will monitor the operation of this plan to assure that continued approval is merited. Any person may make a complaint regarding the State administration of this plan directly to the OSHA Regional Office. Regional Administrator, Region V, U.S. Department of Labor, Occupational Safety and Health Administration, 230 South Dearborn Street, Chicago, Illinois 60604, Telephone Number (312) 353-2220.

MORE INFORMATION:

INDIANA DEPARTMENT OF LABOR
402 West Washington Street, Room W195
Indianapolis, Indiana 46204
Telephone: (317) 232-2655
TT/ Voice: 1-800-743-3333
Fax: (317) 233-3790
Internet: <http://www.state.in.us/dol>



Lori Torres
Commissioner of Labor

EMPLOYERS: This poster must be displayed prominently in the workplace.



General Decision Number: WI150001 06/26/2015 WI1

Superseded General Decision Number: WI20140001

State: Wisconsin

Construction Type: Building

Counties: Milwaukee, Ozaukee, Washington and Waukesha
Counties in Wisconsin.

BUILDING CONSTRUCTION PROJECTS (Does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	03/27/2015
2	05/15/2015
3	06/12/2015
4	06/26/2015

ASBE0205-001 06/01/2001

	Rates	Fringes
Asbestos Removal worker/hazardous material handler Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not.....	\$ 17.90	4.45

BOIL0107-001 01/01/2013

	Rates	Fringes
BOILERMAKER Boilermaker.....	\$ 31.09	27.11

Small Boiler Repair (under
25,000 lbs/hr).....\$ 26.91 16.00

BRWI0005-001 06/01/2013

	Rates	Fringes
TERRAZZO WORKER.....	\$ 30.71	16.78
TILE LAYER.....	\$ 29.71	16.78

BRWI0008-001 06/01/2013

	Rates	Fringes
BRICKLAYER.....	\$ 35.37	18.47

BRWI0008-003 06/01/2011

	Rates	Fringes
Marble Mason.....	\$ 35.58	16.07

CARP0264-001 06/01/2009

	Rates	Fringes
Carpenter & Soft Floor Layer (Including Acoustical work and Drywall hanging; Excluding Batt Insulation).....	\$ 31.38	16.03

CARP2337-002 06/01/2009

	Rates	Fringes
MILLWRIGHT.....	\$ 28.30	20.70

CARP2337-008 06/01/2009

	Rates	Fringes
PILEDRIVERMAN.....	\$ 28.11	21.08

ELEC0494-001 06/01/2014

	Rates	Fringes
ELECTRICIAN.....	\$ 33.93	22.67

* ELEC0494-003 06/01/2015

	Rates	Fringes
Sound & Communications Installer.....	\$ 16.47	14.84
Technician.....	\$ 26.00	17.70

Installation, testing, maintenance, operation and servicing of
all sound, intercom, telephone interconnect, closed circuit TV
systems, radio systems, background music systems, language

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

 ELEV0015-001 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 44.55	28.385

FOOTNOTE:

PAID VACATION: 8% of regular basic for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

 ENGI0139-001 06/01/2015

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

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 41.66	20.40
Group 2.....	\$ 41.16	20.40
Group 3.....	\$ 40.66	20.40
Group 4.....	\$ 39.97	20.40
Group 5.....	\$ 38.09	20.40
Group 6.....	\$ 32.94	20.40

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" Protection: \$3.00 per hour

EPA Level "B" Protection: \$2.00 per hour

EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or w/o attachments with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Self-Erecting Tower Cranes

over 4000 lbs lifting capacity; All Cranes with Boom Dollies; Boring Machines (directional); Master Mechanic. \$0.50 additional per hour per 100 tons or 100 ft of boom over 200 ft or lifting capacity of crane over 200 tons to a maximum of 300 tons or 300 ft. Thereafter an increase of \$0.01 per ft or ton, whichever is greater.

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

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

GROUP 4: Material Hoists; Stack Hoists; Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 5 tons or under (tractor or truck mounted); Hoist (tuggers 5 tons & over); Hydro-Excavators/Daylighters; Concrete Pumps Rotec type Conveyors; Tractor/Bulldozer/End Loader (over 40 hp); Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Rotary Drill Operator and Blaster; Percussion Drill Operator; Air Track Drill and/or Hammers; Gantrys (under 20,000 lbs); Tencher (wheel type or chain type having 8 inch or larger bucket); Milling Machine; Off-Road Material Haulers.

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

GROUP 6: Tampers - Compactors (riding type); Assistant Engineer; A-Frames and Winch Trucks; Concrete Auto Breaker; Hydrohammers (small); Brooms and Sweepers; Hoist (tuggers under 5 tons); Boats (Tug, Safety, Work Barges, Launch); Shouldering Machine Operator; Prestress Machines; Screed Operator; Stone Crushers and Screening Plants; Screed Operators (milling machine), Farm or Industrial Tractor Mounted Equipment; Post Hole Digger; Fireman (asphalt plants); Air Compressors over 400 CFM; Generators, over 150 KW; Augers (vertical and horizontal); Air, Electric, Hydraulic Jacks (slipform); Skid Steer Loaders (with or without attachments); Boiler Operators (temporary heat);

Refrigeration Plant/Freeze Machines; Power Pack
 Vibratory/Ultra Sound Drivers and Extractors; Welding
 Machines; Heaters (mechanical); Pumps; Winches (small
 electric); Oiler and Greaser; Rotary Drill Tender;
 Conveyor; Forklifts/Telehandler 8000 lbs & under;
 Elevators; Automatic Hoists; Pumps (well points);
 Combination Small Equipment Operators

 * IRON0008-005 06/01/2014

	Rates	Fringes
IRONWORKER.....	\$ 30.77	23.96

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

 * LABO0113-001 06/01/2015

	Rates	Fringes
LABORER		
(1) General Laborer (Including Plaster Tender)..	\$ 29.76	17.74
(2) Air & Electric Equipment, Mortar Mixer, Scaffold Builder, Erector, and Swing Stage.....	\$ 29.87	17.74
(3) Jackhammer Operator, Gunnite Machine Man.....	\$ 29.98	17.74
(4) Caisson Worker - Topman.	\$ 30.07	17.74
(5) Construction Specialist.	\$ 30.23	17.74
(6) Nozzleman.....	\$ 30.27	17.74
(7) Caisson Work.....	\$ 30.42	17.74
(8) Barco Tamper.....	\$ 30.98	17.74

 * LABO0113-010 06/01/2015

	Rates	Fringes
Asbestos Laborer Asbestos Abatement [Preparation, removal, and encapsulation of hazardous materials from non- mechanical systems].....	\$ 29.76	17.74

 PAIN0781-001 06/01/2013

	Rates	Fringes
Painters:		
(1) Brush, Roller.....	\$ 29.52	20.04
(2) Spray & Sandblast.....	\$ 30.27	20.04
(3) Drywall Taper/Finisher..	\$ 29.87	20.04

 PAIN1204-002 06/01/2012

	Rates	Fringes
GLAZIER.....	\$ 34.19	18.25

 PLAS0599-004 06/01/2013

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	31.47	18.53

 PLAS0599-005 06/01/2014

	Rates	Fringes
PLASTERER.....\$	29.65	19.93

 PLUM0075-001 06/01/2014

	Rates	Fringes
PLUMBER (Including HVAC work)....\$	38.37	19.69

 PLUM0601-001 01/01/2013

	Rates	Fringes
PIPEFITTER (Including HVAC work).....\$	39.26	19.91

 SFWI0183-001 01/01/2013

	Rates	Fringes
SPRINKLER FITTER.....\$	38.50	21.03

 SHEE0018-001 06/01/2011

	Rates	Fringes
Sheet Metal Worker (Including HVAC duct work and Technicians).....\$	37.20	17.01

 TEAM0662-003 05/01/2010

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....\$	25.09	15.20
3 or more Axles.....\$	25.24	15.20

 SUWI2002-002 01/23/2002

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator.....\$	25.36	8.37
Laborers:		
Concrete Worker.....\$	16.34	3.59

Landscape.....	\$ 8.73	8.40
ROOFER.....	\$ 18.01	3.28
Tile & Marble Finisher.....	\$ 13.89	7.43

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

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

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

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

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

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

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

=====

END OF GENERAL DECISION

SECTION 5

**EROSION CONTROL REQUIREMENTS
FOR ALL CONTRACTS**

**CITY OF WEST ALLIS
ENGINEERING DEPARTMENT**

FORWARD

The intent of these requirements is to define erosion control practices that will reduce the amount of sediment and other pollutants leaving construction sites during land disturbing or developing activities.

APPLICABILITY

Erosion Control Methods shall be in place before any activities causing potential erosion begin.

STANDARDS AND CRITERIA FOR EROSION AND POLLUTANT CONTROL MEASURES

A. **GENERAL STANDARDS**

All erosion control measures required to comply with these specifications shall meet the designated criteria, standards, and specifications as identified by the City of West Allis Engineering Department.

B. **MAINTENANCE OF CONTROL MEASURES**

All settling basins and other control measures necessary to meet the requirements of these specifications shall be maintained by the contractor in a satisfactory manner to ensure adequate performance and to prevent nuisance conditions.

C. **SITE DEWATERING**

Water pumped from the site shall be treated by temporary settling basins, grit chambers, sand filters, upslope chambers, hydro cycloner, swirl concentrators, or other appropriate best management practices designed and used to remove suspended particles for the highest dewatering rate. If the water is demonstrated to have no particles, then no control is needed before discharge, except as determined by the City of West Allis Engineering Department. Water may not be discharged in a manner that causes erosion of the site or receiving channels. Dewatering practices shall follow WI DNR Code Number 1061.

D. WASTE AND MATERIAL DISPOSAL

All waste and unused building materials (including garbage, debris, cleaning wastes, wastewater, toxic material or hazardous materials) shall be properly disposed of and not allowed to be carried by runoff into a receiving channel or sewer system.

E. STONE TRACKING PAD AND TIRE WASHING

A stone tracking pad or tire washing station shall be used at all points of construction egress where construction traffic is likely to transport sediment offsite. These practices shall follow WI DNR Code Number 1057.

F. DRAIN INLET PROTECTION

All storm drain inlets shall be protected with straw bales, filter fabric or equivalent barrier meeting the standards of WI DNR Code Number 1060.

G. ADVANCED CONSTRUCTION SITE EROSION CONTROL

In the event of involved erosion control, such as relocation of waterways, retention basins, settling basins, severe runoff, etc. The City of West Allis Engineering Department shall design the erosion control measure to be used and incorporate these in the contract documents.

1. All disturbed ground left inactive for fourteen (14) or more calendar days shall be stabilized by seeding or sodding, mulching or covering or other equivalent control measures as approved by the Engineer.
2. Any soil or dirt storage piles containing more than 10 cubic yards of material should not be located with a downslope length of less than 25 feet to a roadway or drainage channel. If remaining for more than seven (7) calendar days, they shall be stabilized by mulching, vegetative cover, tarps or other means as approved by the Engineer. Erosion from piles which will be in existence for less than seven (7) calendar days shall be controlled by placing straw bales or filter fence barriers around the pile. In street utility repair or construction or soil storage piles located closer than 25 feet to a roadway or drainage channel must be covered with tarps or other approved methods if exposed for more than seven (7) calendar days and the storm inlets must be protected with straw bales or other appropriate filtering barriers.

SCOPE OF WORK AND SPECIFIC INSTRUCTIONS

A. The contractor shall properly barricade all erosion control measures and will be held responsible for all damages or claims arising from the use of the erosion control methods employed on the City of West Allis Public Works Projects.

B. The contractor will be required to:

Install all control measures as identified on the construction plans or as directed by the Engineer.

1. Maintain all road drainage systems, storm and sanitary systems, control measures and other facilities as identified on the construction plans or as directed by the Engineer.
2. Repair any situation or erosion damage done to adjoining surfaces and drainage ways resulting from land disturbing or development activities.
3. Inspect the construction control measures after each rain of 0.5 inches or more or at least once each week and make needed repairs.

ENFORCEMENT

In the event the contractor does not comply with any of the erosion control methods described in these specifications, the Engineer or his representative may halt the work on the project until corrective measures are taken.

SILT FENCE

All Silt Fence on site shall comply with WI DNR Code Number 1056.

SEDIMENT BALE BARRIER

All Sediment Bale Barriers shall comply with WI DNR Code Number 1055.

STORM DRAIN INLET PROTECTION FOR CONSTRUCTION SITES

All Storm Drain Inlet Protection for Construction Site shall comply with WI DNR Code Number 1060.

DEWATERING

All Dewatering shall comply with WI DNR Code Number 1061.

STONE TRACKING PAD AND TIRE WASHING

All Stone Tracking Pad and Tire Washing practices shall comply with WI DNR Code Number 1057.

Silt Fence

(1056)

Wisconsin Department of Natural Resources
Conservation Practice Standard

I. Definition

Silt fence is a temporary sediment barrier of entrenched permeable geotextile fabric designed to intercept and slow the flow of sediment-laden sheet flow runoff from small areas of disturbed soil.

II. Purpose

The purpose of this practice is to reduce slope length of the disturbed area and to intercept and retain transported sediment from disturbed areas.

III. Conditions Where Practice Applies

A. This standard applies to the following applications:

1. Erosion occurs in the form of *sheet and rill erosion*¹. There is no concentration of water flowing to the barrier (*channel erosion*).
2. Where adjacent areas need protection from sediment-laden runoff.
3. Where effectiveness is required for one year or less.
4. Where conditions allow for silt fence to be properly entrenched and staked as outlined in the Criteria Section V.

B. Under no circumstance shall silt fence be used in the following applications:

1. Below the ordinary high watermark or placed perpendicular to flow in streams, swales, ditches or any place where flow is concentrated.
2. Where the maximum gradient upslope of the fence is greater than 50% (2:1).

IV. Federal, State, and Local Laws

Users of this standard shall be aware of applicable federal, state, and local laws, rules, regulations, or permit requirements governing the use and placement of silt fence. This standard does not contain the text of federal, state, or local laws.

V. Criteria

This section establishes the minimum standards for design, installation and performance requirements.

A. Placement

1. When installed as a stand-alone practice on a slope, silt fence shall be placed on the contour. The parallel spacing shall not exceed the maximum slope lengths for the appropriate slope as specified in Table 1.

Slope	Fence Spacing
< 2%	100 feet
2 to 5%	75 feet
5 to 10%	50 feet
10 to 33%	25 feet
> 33%	20 feet

2. Silt fences shall not be placed perpendicular to the contour.
 3. The ends of the fence shall be extended upslope to prevent water from flowing around the ends of the fence.
- B. Height – Installed silt fences shall be a minimum 14 inches high and shall not exceed 28 inches in height measured from the installed ground elevation.

C. **Support** – Silt fences shall be supported by either steel or wood supports as specified below:

1. Wood supports

- a. The full height of the silt fence shall be supported by 1 1/8 inches by 1 1/8 inches air or kiln dried posts of hickory or oak.
- b. The silt fence fabric shall be stapled, using at least 0.5-inch staples, to the upslope side of the posts in at least 3 places.
- c. The posts shall be a minimum of 3 feet long for 24-inch silt fence and a minimum of 4 feet for 36-inch silt fence fabric.

2. Steel supports

- a. The full height of the silt fence shall be supported by steel posts at least 5 feet long with a strength of 1.33 pounds per foot and have projections for the attachment of fasteners.
- b. The silt fence fabric shall be attached in at least three places on the upslope side with 50 pound plastic tie straps or wire fasteners. To prevent damage to the fabric from fastener, the protruding ends shall be pointed away from the fabric.

- 3. The maximum spacing of posts for non-woven silt fence shall be 3 feet and for woven fabric 8 feet.
- 4. Silt fence shall have a support cord.
- 5. Where joints are necessary, each end of the fabric shall be securely fastened to a post. The posts shall then be wrapped around each other to produce a stable, secure joint or shall be overlapped the distance between two posts.
- 6. A minimum of 20 inches of the post shall extend into the ground after installation.

D. **Anchoring** – Silt fence shall be anchored by spreading at least 8 inches of the fabric in a 4 inch wide by 6 inch deep trench, or 6 inch deep V-trench on the upslope side of the fence. The trench shall be backfilled and compacted. Trenches shall not be excavated wider and deeper than necessary for proper installation.

On the terminal ends of silt fence the fabric shall be wrapped around the post such that the staples are not visible.

E. **Geotextile Fabric Specifications** – The geotextile fabric consists of either woven or non-woven polyester, polypropylene, stabilized nylon, polyethylene, or polyvinylidene chloride. Non-woven fabric may be needle punched, heat bonded, resin bonded, or combinations thereof. All fabric shall meet the following requirements as specified in Table 2.

Test Requirement	Method	Value ¹
Minimum grab tensile strength in the machine direction	ASTM D 4632	120 lbs. (550 N)
Minimum grab tensile strength in the cross machine direction	ASTM D 4632	100 lbs. (450 N)
Maximum apparent opening size equivalent standard sieve	ASTM D 4751	No. 30 (600 μm)
Minimum permittivity	ASTM D 4491	0.05 sec ⁻¹
Minimum ultraviolet stability percent of strength retained after 500 hours of exposure	ASTM D 4355	70%

(WisDOT Standard Specifications for Road and Bridge Construction, 2001)

¹ All numerical values represent minimum / maximum average roll values. (For example, the average minimum test results on any roll in a lot should meet or exceed the minimum specified values.)

Silt fence shall have a maximum flow rate of 10-gallons/minute/square foot at 50mm constant head as determined by multiplying permittivity in 1/second as determined by ASTM D-4491 by a conversion factor of 74.

F. **Removal** – Silt fences shall be removed once the disturbed area is permanently stabilized and no longer susceptible to erosion.

VI. Considerations

- A. Improper placement as well as improper installation and maintenance of silt fences will significantly decrease the effectiveness of this practice.

Silt fences should be considered for trapping sediment where sheet and rill erosion may be expected to occur in small drainage areas. Silt fences should not be placed in areas of concentrated flow.

- B. Silt fences should be installed prior to disturbing the upslope area.
- C. Silt fences should not be used to define the boundaries of the entire project. Silt fence should be placed only in areas where it is applicable due to its cost and the fact that it is not biodegradable. For example, silt fence should not be placed in locations where the natural overland flow is from an undisturbed area into disturbed areas of the project. It should also not be used as a diversion.
- D. Silt fence should not be used in areas where the silt fence is at a higher elevation than the disturbed area.
- E. When placing silt fence near trees, care should be taken to minimize damage to the root system. Avoid compaction and root cutting within 1.5 feet multiplied by the inch diameter of the tree (for example: for 10-inch trees keep out a 15-foot radius from the trunk). Refer to UWEX publication Preserving Trees During Construction for more information.
- F. To protect silt fence from damage in areas of active construction or heavy traffic, silt fence should be flagged, marked, or highlighted to improve visibility.
- G. Silt fence effectiveness is generally increased when used in conjunction with other upslope erosion control practices. To further strengthen the silt fence, straw / hay bales can be placed on the down slope side.
- H. To help ensure effectiveness, silt fence should be inspected and repaired as necessary prior to forecasted rain events.

- I. Where installation with wood posts is difficult, such as when hard or frozen ground is encountered, the use of steel post is recommended.
- J. Silt fence can be mechanically installed with a plow type device provided that the silt fence is trenched in a manner such that equivalent performance is achieved to that specified in Section V.D.

VII. Plans and Specifications

- A. Plans and specifications for installing silt fence shall be in keeping with this standard and shall describe the requirements for applying the practice to achieve its intended purpose. The plans and specifications shall address the following:
 - 1. Location of silt fence
 - 2. Contributory drainage area
 - 3. Schedules
 - 4. Material specification conforming to standard
 - 5. Standard drawings and installation details
 - 6. Restoration after removal
- B. All plans, standard detail drawings, or specifications shall include schedule for installation, inspection, and maintenance. The responsible party shall be identified.

VIII. Operation and Maintenance

- A. Silt fences shall at a minimum be inspected weekly and within 24 hours after every precipitation event that produces 0.5 inches of rain or more during a 24 hour period.
- B. Damaged or decomposed fences, undercutting, or flow channels around the end of barriers shall be repaired or corrected.
- C. Sediment shall be properly disposed of once the deposits reach $\frac{1}{2}$ the height of the fence.

IX. References

X. Definitions

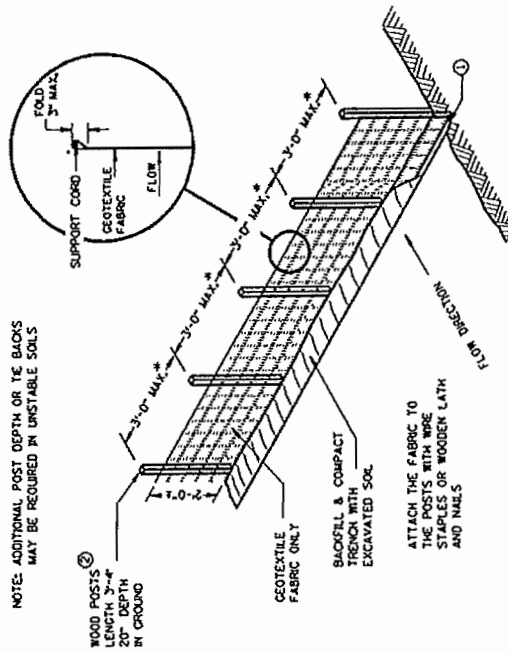
Channel Erosion (III.A.1): The deepening and widening of a channel due to soil loss caused by flowing water. As rills become larger and flows begin to concentrate, soil detachment occurs primarily as a result of shear.

Sheet and Rill Erosion (III.A.1): Sheet and rill erosion is the removal of soil by the action of rainfall and shallow overland runoff. It is the first stage in water erosion. As flow becomes more concentrated rills occur. As soil detachment continues or flow increases, rills will become wider and deeper forming gullies.

GENERAL NOTES

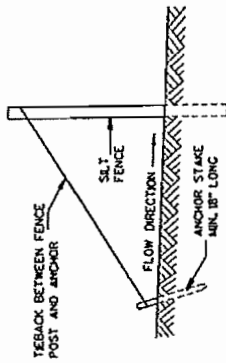
- ① TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH AND BACKFILL & COMPACT TRENCH WITH EXCAVATED SOIL.
- ② WOOD POSTS SHALL BE A MINIMUM SIZE OF 1/2" x 2" OF OAK OR HICKORY.
- ③ CONSTRUCT SALT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING TWO METHODS: A) TWIST METHOD -- OVERLAP THE END POSTS AND TWIST OR ROTATE. AT LEAST 180 DEGREES. B) HOOK METHOD -- HOOK THE END OF EACH SALT FENCE LENGTH.

NOTE: ADDITIONAL POST DEPTH OR TIE BACKS MAY BE REQUIRED IN UNSTABLE SOILS

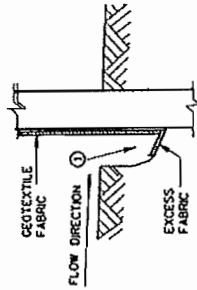


* NOTE: 8'-0" POST SPACING ALLOWED IF A WOVEN GEOTEXTILE FABRIC IS USED.

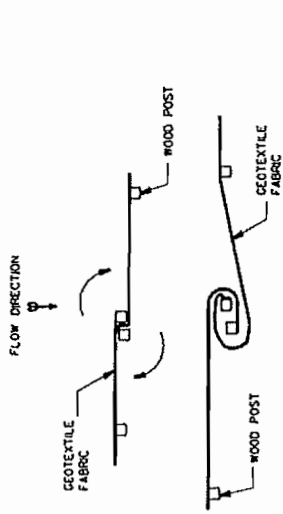
SILT FENCE



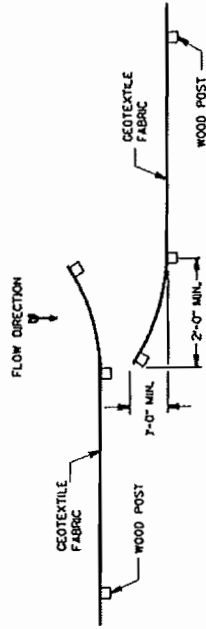
**SILT FENCE TIE BACK
(WHEN ADDITIONAL SUPPORT REQUIRED)**



TRENCH DETAIL



TWIST METHOD



**HOOK METHOD
JOINING TWO LENGTHS OF SILT FENCE**

This drawing based on Wisconsin
Department of Transportation
Standard Detail Drawing 8 E 9-6.

SILT FENCE

Sediment Bale Barrier (Non-Channel) (1055)

Wisconsin Department of Natural Resources
Conservation Practice Standard

I. Definition

A temporary sediment barrier consisting of a row of entrenched and anchored straw bales, hay bales or equivalent material used to intercept sediment-laden sheet flow from small drainage areas of disturbed soil.

II. Purpose

The purpose of this practice is to reduce slope length of the disturbed area and to intercept and retain transported sediment from disturbed areas.

III. Conditions Where Practice Applies

A. This standard applies to the following applications where:

1. Erosion occurs in the form of *sheet and rill erosion*¹. There is no concentration of water flowing to the barrier (*channel erosion*).
2. Where adjacent areas need protection from sediment-laden runoff.
3. Effectiveness is required for less than 3 months.
4. Conditions allow for the bales to be properly entrenched and staked as outlined in the Criteria Section V.

B. Under no circumstance shall sediment bale barriers be used in the following applications:

1. Below the ordinary high watermark or placed perpendicular to flow in streams, swales, ditches or any place where flow is concentrated.

2. Where the maximum gradient upslope of the sediment bale barriers is greater than 50% (2:1).

IV. Federal, State, and Local Laws

Users of this standard shall be aware of applicable federal, state, and local laws, rules, regulations, or permit requirements governing the use and placement of the sediment bale barrier. This standard does not contain the text of federal, state, or local laws.

V. Criteria

This section establishes the minimum standards for design, installation and performance requirements.

A. Placement

1. At a minimum, sediment bale barriers shall be placed in a single row, lengthwise on the contour, with the ends of adjacent sediment bale barriers tightly abutting one another. The holes between bales shall be chinked (filled by wedging) with straw, hay or equivalent material to prevent water from escaping between the bales.
2. The maximum allowable slope lengths contributing runoff to a sediment bale barrier are specified in Table I.

Table 1.	
Slope	Barrier Row Spacing
< 2%	100 feet
2 to 5%	75 feet
5 to 10%	50 feet
10 to 33%	25 feet
33 to 50%	20 feet
> 50%	Not Permitted

3. Sediment bale barriers shall not be placed perpendicular to the contour.
 4. The end of the sediment bale barrier shall be extended upslope to prevent water from flowing around the barrier ends.
- B. Height** – Installed sediment bale barrier shall be a minimum of 10 inches high and shall not exceed a maximum height of 20 inches from ground level.
- C. Anchoring and Support**

1. The barrier shall be entrenched and backfilled. A trench shall be excavated the width of a sediment bale barrier and the length of the proposed barrier to a minimum depth of 4 inches. After bales are staked and chinked, the excavated soil shall be backfilled and compacted against the barrier. Backfill to ground level on the down slope side. On the upslope side of the sediment bale barrier backfill to 4 inches above ground level.
2. At least two wood stakes, "T" or "U" steel posts, or ½ inch rebar driven through at equidistance along the centerline of the barrier shall securely anchor each bale. The minimum cross sectional area for wood stakes shall be 2.0 by 2.0 inches nominal. The first stake in each bale shall be driven toward the previously laid bale to force the bales together. Stakes shall be driven a minimum 12-inches into the ground to securely anchor the sediment bale barriers.
3. Bales shall be installed so that bindings are oriented around the sides rather than along the tops and bottoms of the bales

in order to prevent deterioration of the bindings.

VI. Considerations

- A. Improper placement as well as improper installation and maintenance of sediment bale barriers will significantly decrease the effectiveness of this practice.
- B. Sediment bale barriers should not be used upslope of the disturbed area.
- C. A double row of sediment bale barriers may be installed in areas where additional protection is needed.
- D. For safety, place all anchoring flush with the sediment bale barrier or cap any exposed anchoring device.

VII. Plans and Specifications

- A. Plans and specifications for installing sediment bale barriers shall be in keeping with this standard and shall describe the requirements for applying the practice to achieve its intended purpose. The plans and specifications shall address the following:
 1. Location of sediment bale barrier
 2. Contributory drainage area
 3. Schedules
 4. Standard drawings and installation details
 5. Restoration after removal
- B. All plans, standard detail drawings, or specifications shall include schedule for installation, inspection, and maintenance. The responsible party shall be identified.

VIII. Operation and Maintenance

- A. Sediment bale barriers shall, at a minimum, be inspected weekly and within 24 hours after every precipitation event that produces 0.5 inches of rain or more during a 24-hour period.
- B. Damaged or decomposed sediment bale barriers, any undercutting, or flow channels

around the end of the sediment bale barriers shall be repaired.

- C. Sediment shall be properly disposed of once the deposits reach 1/2 the height of the sediment bale barrier.
- D. Sediment bale barriers and anchoring devices shall be removed and properly disposed of when they have served their usefulness, but not before the upslope areas have been permanently stabilized.
- E. Any sediment deposits remaining in place after the sediment bale barrier is no longer required shall be dressed to conform to the existing grade, prepared and seeded.

IX. Definitions

Channel Erosion (III.A.1): The deepening and widening of a channel due to soil loss caused by flowing water. As rills become larger and flows begin to concentrate soil detachment occurs primarily as a result of shear. The transport capacity of the flow in a channel is based on the availability of sediment and is a monatomic function of velocity.

Sheet and Rill Erosion (III.A.1): Sheet and rill erosion is the removal of soil by the action of rainfall and shallow overland runoff. It is the first stage in water erosion. As flow becomes more concentrated rills occur. As soil detachment continues or flow increases, rills will become wider and deeper forming gullies.

Storm Drain Inlet Protection For Construction Sites

(1060)

Wisconsin Department of Natural Resources
Conservation Practice Standard

I. Definition

A temporary barrier installed around a storm drain inlet, drop inlet or curb inlet.

II. Purposes

The purpose of this practice is to reduce sediment from entering storm drains before stabilizing the contributing drainage area.

III. Conditions Where Practice Applies

This practice applies where runoff from construction sites enters conveyance system structures such as drain inlets, drop inlets, and curb inlets. Inlet protection devices are for drainage areas of one acre or less. Runoff from areas larger than one acre should be routed through a properly designed sediment trapping or settling practice upstream of the inlet.

IV. Federal, State, and Local Laws

Users of this standard shall be aware of applicable federal, state, and local laws, rules, regulations, or permit requirements governing the use and placement of storm drain inlet protection. This standard does not contain the text of federal, state, or local laws.

V. Design Criteria

This section establishes the minimum standards for design, installation and performance requirements.

The appropriate type of inlet protection barrier shall be installed once the drain, drop, or curb inlet can receive runoff. The device shall remain in place and be maintained until the disturbed area is stabilized.

A. General Criteria that is applicable to all inlet protection devices.

- I. Ponding water to settle sediment is encouraged; however ponding shall not interfere with the flow of traffic, create a safety hazard, or cause property damage. All devices shall have provisions such as

weep holes or "emergency spillways" to safely pass water if the device becomes clogged.

2. The contributing drainage area to the inlet protection device shall be one acre or less. In instances where a larger contributing drainage area exists, runoff shall be routed through a properly designed sediment trapping or settling device upstream of inlet.
3. Other than Type D inlet protection devices, no gaps shall be left in the material used that would allow the flow of water to bypass the inlet protection device.
4. All fabrics used as part of an inlet protection device must be selected from the list of approved fabrics certified for inlet protection, Geotextile Fabric, Type FF in the current addition of the WisDOT Product Acceptability List (PAL).

B. Criteria Applicable to Unpaved areas or the Pre-Paving Phase of Construction

1. Inlet Protection Barriers include, but are not limited to, straw bales, sandbags, other material filled bags and socks, and stone weepers. These devices can be used to either settle sediments or divert flows.
 - a. Manufactured bags, when used, shall conform to the standards in Table 1.

Table 1	
Minimum Size	14 x 26 inches
Grab Tensile strength of fabric, ASTM D-4632	95 lb. min.
UV stability, ASTM D-4355	70 % min.
Note: To provide sufficient strength, fabric shall be sewn together with double stitching.	

- b. Straw Bale installation shall conform to the criteria outlined in the WDNR Conservation Practice Standard (1055) Sediment Bale Barrier (Non-Channel).
- c. Stone weeper installation shall conform to the criteria in WDNR Conservation Practice Standard (1063) Sediment Trap.

2. Filter Fabric Barrier Criteria - See Figure 1 Inlet Protection

- a. Inlet protection Type A devices shall be utilized around inlets and unpaved areas until permanent stabilization methods have been established. Type A devices shall be utilized on inlets prior to installation of curb and gutter or pavement, and where safety considerations are not compromised on the site.
- b. Type B shall be utilized after the casting and grate are in place.
- c. Type D shall be utilized in areas where other types of inlet protection are identified as incompatible with roadway and traffic conditions, causing possible safety hazards when ponding occurs at the inlet. Type D shall only be used after castings are in place on top of the inlet boxes.

Type D inlet protection shall conform to the standard drawing as shown in the plans. There shall be a three-inch space between the bag and the sides of the inlet to prevent the inlet sides from blocking the overflow; and shall only be used in inlets deeper than 30 inches from the top of grate to bottom of the inlet. If such clearance is not available, cinch or tie the sides of the bag (with rope or ties) to provide clearance.

C. Criteria Applicable to the Post-Paving / Curbing Phase of Construction

- 1. Inlet protection Types B, C, and D are applicable to post paving construction. See Figure 1 Inlet Protection.
 - a. Type B shall be utilized on inlets without curb box.

- b. Type C shall be utilized on street inlets with curb heads. A 1½" x 3 ½" (37mm by 87 mm) minimum, piece of wood shall be wrapped and secured in the fabric and placed in front of the curb head as shown in the plans. The wood shall not block the entire opening of the curb box and be secured to the grate with wire or plastic ties.

c. Type D

VI. Considerations

- A. When site conditions allow, inlets should be temporarily closed or sealed to prevent entrance of runoff and sediment.
- B. The best way to prevent sediment from entering the storm sewer system is to stabilize the disturbed area of the site as quickly as possible, preventing erosion and stopping sediment transport at its source.
- C. Storm drain inlet protection consists of several types of inlet filters and traps and should be considered as only one element in an overall erosion control plan. Each type differs in application with selection dependent upon site conditions and inlet type. Not all designs are appropriate in all cases. The user must carefully select a design suitable for the needs and site conditions.
- D. Inlet protection is only as effective as the filter or barrier used around the inlet. Effectiveness decreases rapidly if the inlet protection is not properly maintained. In general, inlet protection provides relatively good removal of coarse and medium-sized soil particles from runoff however, most fine silt and clay particles will pass through the filtering mechanisms.
- E. Properly maintaining inlet protection can be difficult and often inlets can become clogged. Field experience has shown that inlet protection that causes excessive ponding in an area of high construction activity may become so inconvenient that it is simply removed or bypassed, thus transmitting sediment-laden flows unchecked. In such situations, a structure with an adequate overflow mechanism should be utilized instead of simply removing the inlet protection device.

- F. Inlet protection devices can be enhanced by additional excavation to increase the storage capacity around the inlet.
- G. Good construction site housekeeping measures, such as keeping the gutters clean, and street sweeping are important.

VII. Plans and Specifications

Plans and specifications for installing inlet protection shall be in keeping with this standard and shall describe the requirements for applying the practice to achieve its intended purpose:

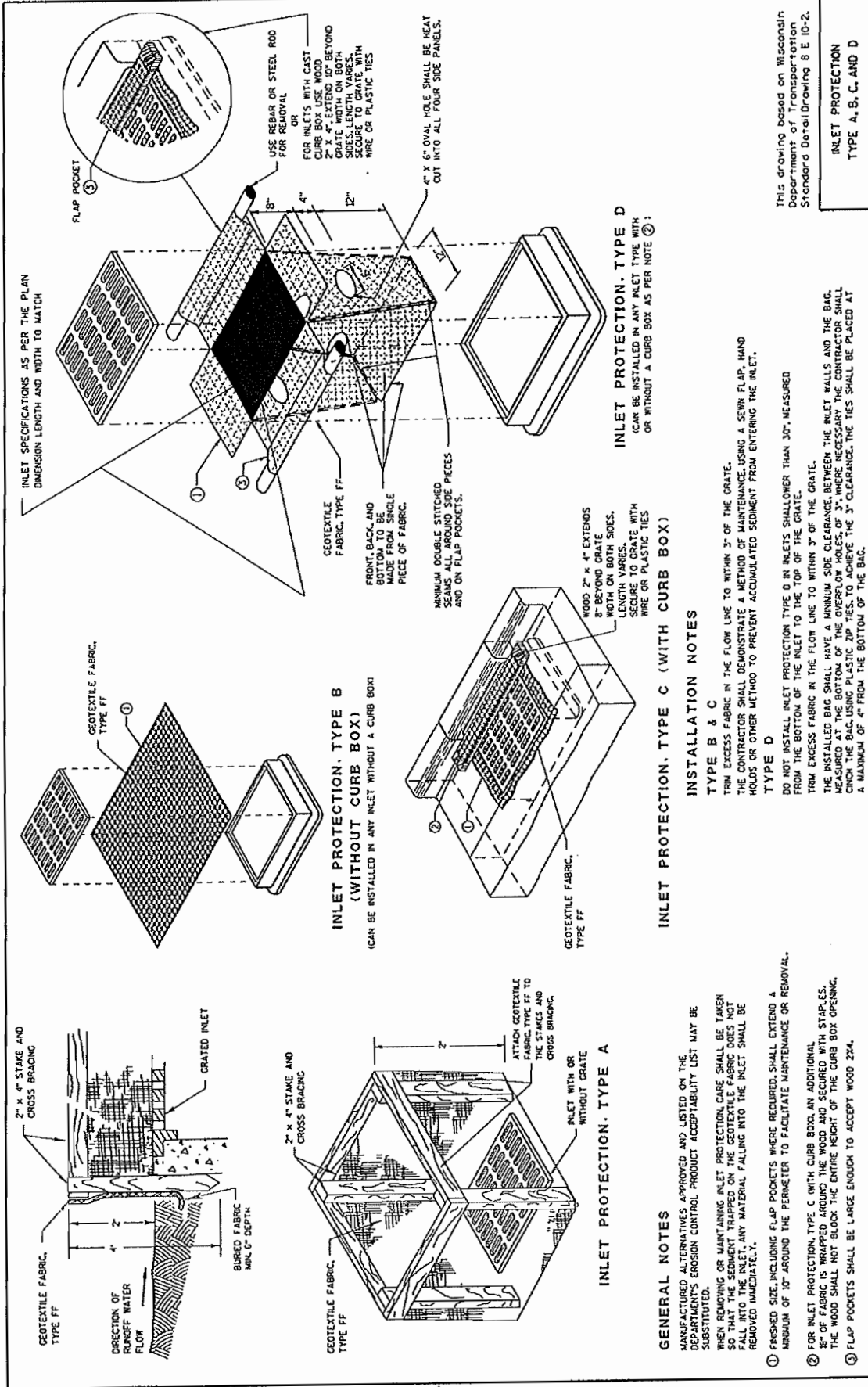
- A. Location of inlet protection and type employed
- B. Material spec conforming to standard
- C. All plans, standard detail drawings, or specifications shall include schedule for installation, inspection, and maintenance. The responsible party shall be identified.

VIII. Operation and Maintenance

- A. Remove inlet protection devices once the contributing drainage area is stabilized with appropriate vegetation or impervious area.
- B. Inlet protection shall be at a minimum inspected weekly and within 24 hours after every precipitation event that produces 0.5 inches of rain or more during a 24-hour period.
- C. Sediment deposits shall be removed and the inlet protection device restored to its original dimensions when the sediment has accumulated between 1/3 to 1/2 the design depth of the device, or when the device is no longer functioning as designed. Removed sediment shall be deposited in a suitable area and stabilized.
- D. Due care shall be taken to ensure sediment does not fall into the inlet and impede the intended function of the device. Any material falling into the inlet shall be removed.

IX. References

WisDOT "Erosion Control Product Acceptability List" is available online at:
<http://www.dot.wisconsin.gov/business/engrscrv/pal.htm>
Printed copies are no longer distributed.



INLET SPECIFICATIONS AS PER THE PLAN DIMENSION LENGTH AND WIDTH TO MATCH

FLAP POCKET

USE REBAR OR STEEL ROD FOR REMOVAL OR

FOR INLETS WITH CAST CURB BOX USE WOOD 2" X 4" EXTEND 10" BEYOND GRATE WIDTH ON BOTH SIDES. ATTACH WITH WIRE OR PLASTIC TIES

4" X 6" OVAL HOLE SHALL BE HEAT CUT INTO ALL FOUR SIDE PANELS.

GEOTEXTILE FABRIC, TYPE FF

FRONT, BACK, AND BOTTOM TO BE MADE FROM SINGLE PIECE OF FABRIC.

MINIMUM DOUBLE STITCHED SEAMS SHALL BE MADE AND ON FLAP POCKETS.

WOOD 2" X 4" EXTENDS 8" BEYOND GRATE SIDES. LENGTH VARIES. SECURE TO GRATE WITH WIRE OR PLASTIC TIES

GEOTEXTILE FABRIC, TYPE FF

INSTALLATION NOTES

TYPE B & C

TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE. THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE USING A SEWER FLAP, HAND HOLDS OR OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.

TYPE D

DO NOT INSTALL INLET PROTECTION TYPE D IN INLETS SHALLOWER THAN 30" MEASURED FROM THE BOTTOM OF THE INLET TO THE TOP OF THE GRATE. TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE. THE INSTALLED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE BETWEEN THE INLET WALLS AND THE BAG. MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES OF 3". WHERE NECESSARY THE CONTRACTOR SHALL CHECK THE BAG USING PLASTIC ZIP TIES TO ACHIEVE THE 3" CLEARANCE. THE TIES SHALL BE PLACED AT A MAXIMUM OF 4" FROM THE BOTTOM OF THE BAG.

GENERAL NOTES

MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE DEPARTMENT'S EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED.

WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

- ① FINISHED SIZE, INCLUDING FLAP POCKETS, WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
- ② FOR INLET PROTECTION TYPE C WITH CURB BOX, AN ADDITIONAL 6" OF FABRIC IS REQUIRED. SECURE THE WOOD AND SECURE WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING.
- ③ FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2X4.

This drawing based on Wisconsin Department of Transportation Standard Detail Drawing 8 E 10-2.

INLET PROTECTION TYPE A, B, C, AND D

DEWATERING

Code No.
(1061)

Wisconsin Department of Natural Resources
Conservation Practice Standard

I. Definition

A compartmented container, settling basin, filter, or other appropriate best management practice through which sediment-laden water is conveyed to trap and retain the sediment.

II. Purposes

The purpose of this standard is to determine appropriate methods and means to remove sediment from water generated during dewatering activities prior to discharging off-site or to waters of the state. Practices identified in this standard shall be deemed to meet the de-watering performance standard to prevent the discharge of sediment to the maximum extent practicable (MEP) as defined in NR 151.11(6)(c).

III. Conditions where Practice Applies

This practice applies where sediment laden water needs to be removed for construction or maintenance activities. Dewatering practices shall be in keeping with the effective operating and applicability criteria listed on Figure 2, Dewatering Practice Selection Matrix.

This practice does not apply to:

- Water being discharged directly to groundwater or *karst features*¹. Refer to NR140.
- Well dewatering systems. Refer to NR 812.

IV. Federal, State, and Local Laws

Users of this standard shall be aware of applicable federal, state, and local laws, rules, regulations, or permit requirements governing the use and placement of this practice. This may include activities performed under NR 216 and Chapter 30 permits, for water bodies with *targeted performance standards* per NR 151.004, 303d waterbodies or others. This standard does not contain the text of federal, state, or local laws.

V. Criteria

This section establishes the minimum allowable limits for design parameters, installation and performance requirements.

Dewatering practices shall be selected based on the predominant soil texture encountered at the dewatering site with consideration given to pumping or flow rates, volumes and device effectiveness. Refer to Figure 1 USDA Soil textural triangle to assist with soil classifications at the site. Figure 2, Dewatering Practice Selection Matrix illustrates acceptable dewatering options and their effective ranges. Practices selected that are not on the matrix must provide an equivalent level of control, with justification provided to the reviewing authority.

A. **Site Assessment** - A site assessment shall be conducted and documented to determine the physical site characteristics that will affect the placement, design, construction and maintenance of dewatering activities. The site assessment shall identify characteristics such as ground slopes, soil types, soil conditions, bedrock, sinkholes, drainage patterns, runoff constituents, proximity to regulated structures, natural resources, and specific land uses. The site assessment shall include the following:

- Sanitary and storm sewer locations
- Potential contamination - Odor or discoloration other than sediment, or an oily sheen on the surface of the sediment laden water. If contamination is present, notify DNR Spills Reporting
- Soil textural class for areas where dewatering will occur. Soil investigation shall extend below grading and trenching activities
- Depth to the seasonally highest water table.
- Discharge outfall locations
- Distance and conveyance method to receiving waters

B. General Criteria applicable to all dewatering activities

1. Contact the WDNR when the discharge from a dewatering practice will enter a WDNR listed *Exceptional Resource Water (ERW)*, *Outstanding Resource Water (ORW)*, or a wetland in an area of special natural resource interest as identified in NR 103.
2. Contact the owner or operator of the municipal separate stormwater system if the discharge is to a municipal storm water conveyance system. The allowable discharge rate shall be limited by the capacity of the system or requirements of the system owner.
3. When practical, dewatering effluent shall be collected in a pump truck for transport to a *treatment facility* or discharged directly to a treatment facility.
4. For surface dewatering, utilize a floating suction hose, or other method, to minimize sediment being sucked off the bottom.
5. For discharges that will be directed to locations on-site verify that the anticipated volume of water can be fully contained.
6. The topography and condition of the ground cover between the pump discharge point and potential receiving waters shall be evaluated for potential erosion. Appropriate stabilization measures shall be incorporated to prevent erosion.
7. When discharge to a karst feature or other direct groundwater connection can not be avoided, the dewatering system must be designed and operated to maintain compliance with the groundwater quality standards contained in applicable regulations, including ch. NR 140 Wis. Adm. Code.
8. If the discharge directly or indirectly enters a stream, the discharge flow rate shall not exceed 50 percent of the peak flow rate of the 2-year 24-hour storm event.

C. Geotextile Bags

1. Geotextile bags shall meet the criteria listed in Table 1.

Table 1: Properties for Geotextile Bags

Property	Test Method	Type I Value	Type II Value
Maximum Apparent Opening Sizes	ASTM D-4751	0.212 mm	0.212 mm
Grab Tensile Strength	ASTM D-4632	200 lbs.	300 lbs.
Mullen Burst	ASTM D-3786	350 psi	580 psi
Permeability	ASTM D-4491	0.28 cm/sec	0.2 cm/sec
Fabric	Nominal Representative Weight	8 oz	12 oz

2. Geotextile bags shall be sized according to the particle size being trapped, expected flow or pumping rate (gallons per minute) per square foot of fabric and a 50% clogging factor. The footprint of the bag shall be no smaller than 100 square feet.
3. Geotextile bags shall be securely attached to the discharge pipe.
4. Polymers can be used to enhance the efficiency of geotextile bags. If polymer is used, the polymer shall be approved by the WDNR and meet the criteria stipulated in WDNR Conservation Practice Standard 1051, Sediment Control Water Application of Polymers. The polymer supplier or applicator shall provide certifications showing that products have met the performance requirements of Standard 1051. If the manufacturer has not completed the required testing, the project may be used to gain that certification provided it meets the site requirements of Standard 1051. Any such testing will be monitored by DNR or WisDOT, with testing done by a qualified third party.

D. Gravity Based Settling Systems

Gravity based systems rely on settling of particles as the primary means of treatment. To effectively accomplish this, quiescent conditions should exist with sufficient detention time. Practices include portable sediment tanks, sediment traps, sediment basins and wet detention basins.

If polymer is used to enhance settling, the polymer shall be approved by the WDNR and meet the criteria stipulated in WDNR Conservation Practice Standard 1051, Sediment Control Water Application of Polymers. The polymer supplier or applicator shall provide certifications showing that products have met the performance requirements of Standard 1051. If the manufacturer has not completed the required testing, the project may be used to gain that certification provided it meets the site requirements of Standard 1051. Any such testing will be monitored by DNR or WisDOT, with testing done by a qualified third party.

1. **Portable Sediment Tank:** These tanks are intended to settle only sands, loamy sands, and sandy loams. If polymer is added, these tanks will also be appropriate for settling loams, silt loams and silts. Portable sediment tanks shall have a minimum of two baffled compartments, and be a minimum of three feet deep. The inlet and outlet pipe shall be a minimum diameter of three inches. Use one of the following methods to size a tank:
 - a. **Settling:** Account for settling of the suspended sediments with the following equation:

$$S_a = 1.83 * Q;$$
 where

$$S_a = \text{Tank surface area (sq ft)}$$

$$Q = \text{Pumping rate (gallons per minute)}$$

Note: 1.83 is a factor that includes the conversion from gpm to cfs (1 gpm = 0.0022 cfs) and the particle settling velocity for Soil Class I (0.0012 ft/sec) from WDNR Conservation Practice Standard 1064 Sediment Basin.
 - b. **Filtration:** Build the first chamber as large as possible to aid in settling. Flow capacity shall be determined by the end area of the filter media (fabric) and the flow rate (gallons per minute) per square foot of the finest filter media and a 50% clogging factor.
2. **Sediment Trap or Sediment Basin:** This device is a temporary sediment control device. The design, installation, and operation of the sediment trap or basin shall

meet the requirements stipulated in WDNR Conservation Practice Standard 1063 Sediment Trap or Standard 1064 Sediment Basin

3. **Wet Detention Basin:** This device is generally a permanent structure designed to address post-construction pollutant reduction requirements. The design, installation, and operation of the wet detention basin shall meet the requirements stipulated in WDNR Conservation Practice Standard 1001 Wet Detention Basin.

E. Passive Filtration Systems

Passive filtration systems rely on filtration as the primary method of removing particles. Sediment removal efficiency will be related to the particle size distribution in the stormwater. Practices include manufactured filters, filter tanks, filter basins, vegetative filters, grass swales, and filtration fabric.

Filter fabric sediment removal efficiency shall be based on the properties specified in Table 1.

1. **Manufactured Filters:** Filters shall be sequenced from the largest to the smallest pore opening. Sand media filters are available with automatic backwashing features that can filter to 50 µm particle size. Screen or bag filters can filter down to 5 µm. Fiber wound filters can remove particles down to 0.5 µm.
2. **Filter Tank (portable):** Install, operate and maintain according to manufacturer recommendations.
3. **Filter Basin:** Install, operate and maintain according to Wisconsin Department of Transportation technical guidance.
4. **Vegetative Filter:** Refer to WDNR Conservation Practice Standard 1054 Vegetated Buffer for Construction Sites.

F. Pressurize Filtration Systems

Pressurized filtration systems differ from passive systems in that the water flowing through the media is pressurized and the filter media is designed to handle higher flow rates. Practices include portable sand filters, wound cartridge units, membranes and micro-filtration units.

Pressurized filters typically have automatic backwash systems that are triggered by a pre-set pressure drop across the filter. If the backwash water volume is small or substantially more turbid than the stormwater stored in the holding pond or tank, returning backwash water to the pond or tank may be appropriate. However, land application or another means of treatment and disposal may be necessary.

Screen, bag, and fiber filters must be cleaned and/or replaced when they become clogged.

1. Portable Sand Filter: Install, operate and maintain according to manufacturer recommendations.
2. Wound Cartridge Units: Secondary filtration of sediments using high efficiency filter cartridges may be necessary to remove fine particles such as clays. Install, operate and maintain according to manufacturer recommendations.
3. Membranes and Micro-filtration: Install, operate and maintain according to manufacturer recommendations.
4. If polymer is used to enhance settling, the polymer shall be approved by the WDNR and meet the criteria stipulated in WDNR Conservation Practice Standard 1051, Sediment Control Water Application of Polymers. The polymer supplier or applicator shall provide certifications showing that products have met the performance requirements of Standard 1051. If the manufacturer has not completed the required testing, the project may be used to gain that certification provided it meets the site requirements of Standard 1051. Any such testing will be monitored by DNR or WisDOT, with testing done by a qualified third party.

VI. Considerations

- A. It may be necessary to clean the municipal storm drainage system prior to and after discharging to the system to prevent scouring solids from the drainage system.
- B. Geotextile bags are generally not appropriate when discharging to ORW, ERW, waterbodies supporting cold water communities, trout

streams, or to *highly susceptible* and *less susceptible wetlands*.

- C. Pressurized filtration systems are the most efficient for removing fine sediments.
- D. Portable sediment tanks may be appropriate when other sediment trapping practices cannot be installed due to lack of space or other reasons.
- E. Filtration is not an efficient treatment of water with heavy sediment loads. Use a settling tank or sand filter as pretreatment when possible.
- F. It may be necessary to use a combination of dewatering practices to achieve the intended results.

VII. Plans and Specifications

All plans, standard detail drawings, or specifications shall include the schedule for installation, inspection, and maintenance and shall be kept on-site with the erosion control plan.

VIII. Operation and Maintenance

- A. Sediment shall be removed from devices to maintain effectiveness. All sediment collected in dewatering devices shall be properly disposed of to prevent discharge to waters of the state.
- B. The following monitoring shall be conducted. Test results shall be recorded on a daily log kept on site:
 1. Discharge duration and specified pumping rate
 2. Observed water table at time of dewatering.
 3. If used, type and amount of chemical used for pH adjustment
 4. If used, type and amount of polymer used for treatment
 5. Maintenance activities

IX. References

The American Association of State Highway Officials (AASHTO) Soil Classification System

X. Definitions

Exceptional Resource Waters (ERW) (V.B.1): are waters listed in s. NR 102.11.

Highly susceptible wetland (VI.B): include the following types: fens, sedge meadows, bogs, low prairies, conifer swamps, shrub swamps, other forested wetlands, fresh wet meadows, shallow marshes, deep marshes and seasonally flooded basins.

Karst feature (III): are an area or geologic feature subject to bedrock dissolution so that it is likely to provide a conduit to groundwater, and may include caves, enlarged fractures, mine features, exposed bedrock surfaces, sinkholes, springs, seeps or swallets.

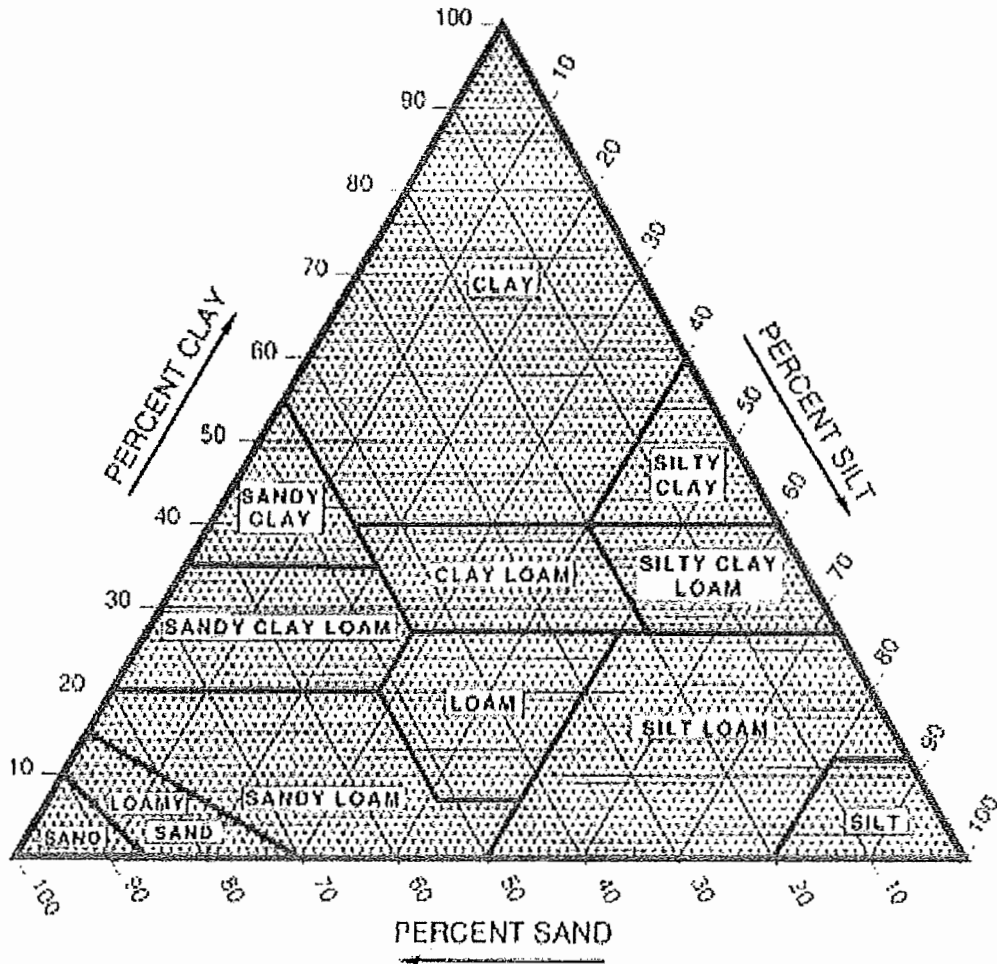
Less susceptible wetland (VI.B): include degraded wetlands dominated by invasive species such as reed canary grass.

Outstanding Resource Waters (ORW) (V.B.1): are waters listed in s. NR 102.10

Targeted performance standard (IV): means a performance standard that will apply in a specific area, where additional practices beyond those contained in NR 151 are necessary to meet water quality standards.

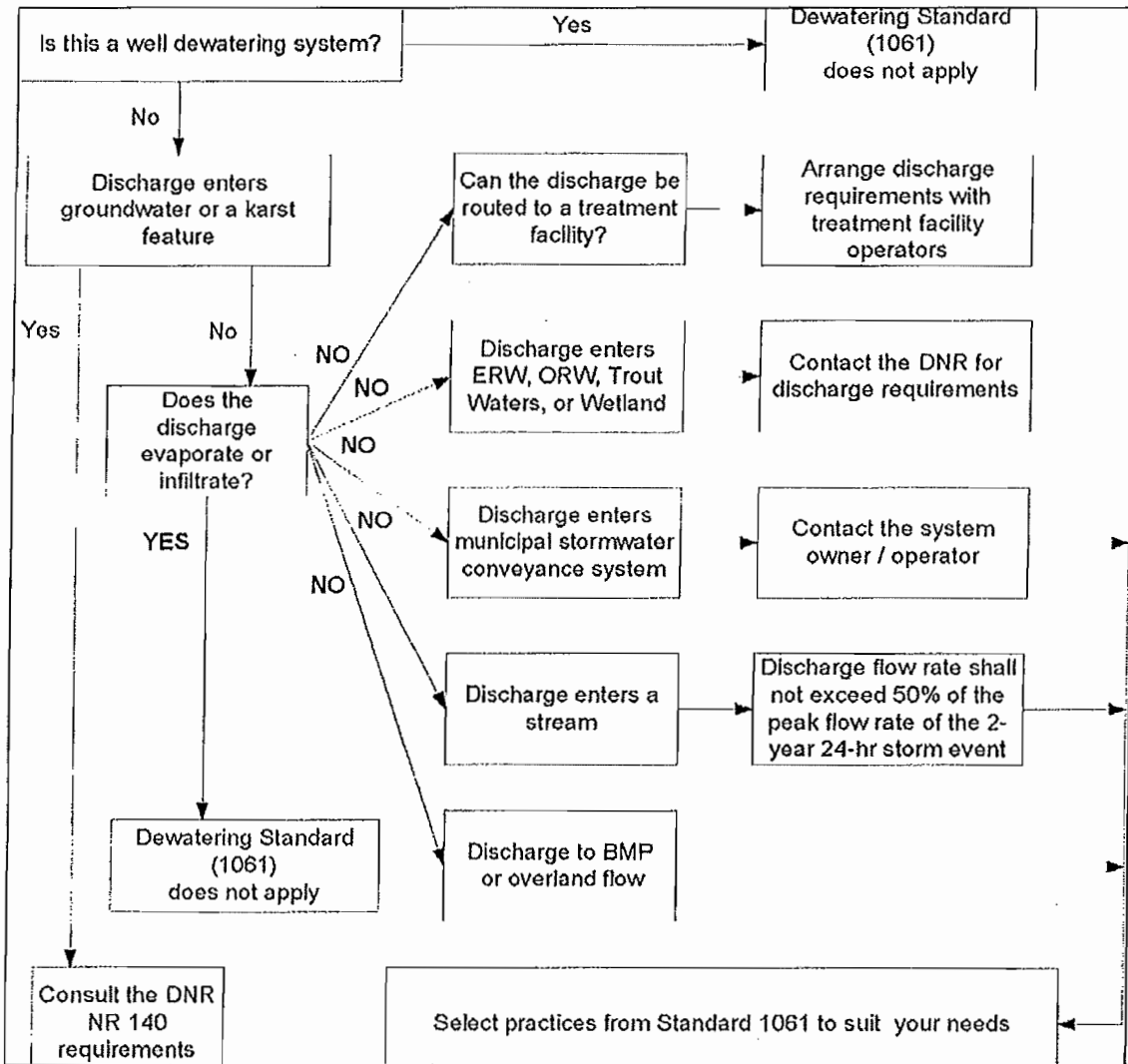
Treatment facility (V.B.3): includes wastewater treatment plants or wet detention basins constructed in accordance with WDNR Conservation Practice Standard 1001 Wet Detention Basin or other approved land application sites.

Figure 1: USDA Soil Textural Triangle



¹ Words in the standard that are shown in italics are described in X. Definitions. The words are italicized the first time they are used in the text.

**Figure 3: Factors Influencing
The Selection of Dewatering Practices**



If the dewatering effluent is discolored, has an odor, an oily sheen, or other toxins are present notify the DNR immediately
24 Hours Spills Reporting Hotline 1-800-943-0003

Stone Tracking Pad and Tire Washing (1057)

Wisconsin Department of Natural Resources
Conservation Practice Standard

I. Definition

A stabilized pad of stone aggregate or tire washing station located at any point where traffic will egress a construction site.

II. Purpose

The purpose of this standard is to reduce off-site sedimentation by eliminating the tracking of sediment from construction sites.

III. Conditions Where Practice Applies

Either a stone tracking pad or tire washing station shall be used at all points of construction egress. This standard applies where construction traffic is likely to transport sediment off site.

IV. Federal, State, and Local Laws

Users of this standard shall be aware of applicable federal, state, and local laws, rules, regulations, or permit requirements governing the use and placement of this practice. This standard does not contain the text of federal, state, or local laws.

V. Criteria

This section establishes the minimum standards for design, installation and performance requirements.

A. Tracking Pad:

1. The tracking pad shall be installed prior to any traffic leaving the site
2. The aggregate for tracking pads shall be 3 to 6 inch clear or washed stone. All material to be retained on a 3-inch sieve.

3. The aggregate shall be placed in a layer at least 12 inches thick. On sites with a high water table, or where saturated conditions are expected during the life of the practice, stone tracking pads shall be underlain with a WisDOT Type R geotextile fabric to prevent migration of underlying soil into the stone.

4. The tracking pad shall be the full width of the egress point. The tracking pad shall be at a minimum 50 feet long.

5. Surface water must be prevented from passing through the tracking pad. Flows shall be diverted away from tracking pads or conveyed under and around them by using a variety of practices, such as culverts, *water bars*¹, or other similar practices.

- B. Tire washing: If conditions on the site are such that the sediment is not removed from vehicle tires by the tracking pad, then tires shall be washed utilizing pressurized water before entering a public road.

1. The washing station shall be located on-site in an area that is stabilized and drains into suitable sediment trapping or settling device.
2. The wash rack shall consist of a heavy grating over a lowered area. The rack shall be strong enough to support the vehicles that will cross it.

- C. Rocks lodged between the tires of dual wheel vehicles shall be removed prior to leaving the construction site.

VI. Considerations

- A. Vehicles traveling across the tracking pad should maintain a slow constant speed.
- B. The best approach to preventing off-site tracking is to restrict vehicles to stabilized areas.
- C. It is always preferable to prevent sediment from being deposited upon the road than cleaning the road later. Sediment on a road can create a safety hazard as well as a pollution problem.
- D. Any sediment tracked onto a public or private road should be removed by street cleaning, not flushing, before the end of each working day.

VII. Plans and Specifications

- A. Plans and specifications for installing tracking pads shall be in keeping with this standard and shall describe the requirements for applying the practice to achieve its intended purpose. The plans and specifications shall address the following:
 - 1. Location of all points of egress with tracking pad locations shown
 - 2. Material specifications conforming to standard
 - 3. Schedule for installation and removal
 - 4. Standard drawings and installation details
 - 5. Stabilization after removal
- B. All plans, standard detail drawings, or specifications shall include schedule for installation, inspection, and maintenance. The responsible party shall be identified.

VIII. Operation and Maintenance

- A. Tracking pads and tire washing stations shall, at a minimum, be inspected weekly and within 24 hours after every precipitation event that produces 0.5 inches of rain or more during a 24-hour period.

- B. The tracking pad performance shall be maintained by scraping or top-dressing with additional aggregate.
- C. A minimum 12-inch thick pad shall be maintained.

IX. Definitions

Water bar (V.A.5): A shallow trench or diversion dam that diverts surface water runoff into a dispersion area.

SECTION 6

PROPOSAL

CITY OF WEST ALLIS

Community Development Authority
7525 W. Greenfield Avenue
West Allis, Wisconsin

Gentlemen:

The undersigned, whose place of business is located at: 20079 WEST MAIN
Street, LANNON, WI 53046

hereby submit the following proposal for doing all the work and furnishing all material, labor, tools, and plans, as set forth in the description in the Notice to Contractors, in and for the prices hereinafter specified in conformity with the contract documents and, if successful, hereby agrees to enter into a contract with the City of West Allis with such sureties as required and set forth in the aforesaid documents for the performance of said contract and in accordance with the terms and conditions set forth in the Contract Documents.

Bid Form
Community Development Authority of the City of West Allis
Remedial Action
1445 & 1501 S. 113th Street, West Allis, Wisconsin

All Bids Must Be Submitted Using This Bid Form.


Item	Description	Unit	Estimated Quantity	Unit Cost	Sub-Total Price
1	Mobilization/Demobilization:	Lump Sum	1	\$ 5,740 ⁰⁰	\$ 5,740 ⁰⁰
2	Excavation/Hauling	Tons	1000	\$ 12.34	\$ 12,340 ⁰⁰
3	Backfill/Compaction	Tons	1000	\$ 17.22	\$ 17,220 ⁰⁰
4	Monitoring Well Removal	Lump Sum	1	\$ 550.00	\$ 550.00
5	Soil Mixing at Base of Excavation	Lump Sum	1	\$ 950.00	\$ 950.00
TOTAL BID					\$ 36,800 ⁰⁰
Total Bid (Written):		<u>Thirty Six Thousand Eight Hundred and 00/100</u>			

Proposed Project Schedule: Mobilization 1.5 working days
 Excavation/Hauling 1.5 working days
 Backfill/Compaction 1.5 working days
 Total Project Time 4.5 working days

Submitted By:

Company Name: RAMS Contracting, Ltd.

Address: 20079 W. Mitlin Street
LANFON, WI 53046

Signature: 

Typed Name: Tammy Ristow

Title: PRESIDENT

Date: 9/24/15

The undersigned hereby certifies that all the statements are made on behalf of:

Rams Contracting, Ltd
(Name of Corporation, Partnership)

_____ (Or person submitting bid)

A corporation organized and existing under the laws of the State of Wisconsin _____

A partnership consisting of _____

_____ An individual doing business as _____

_____ in the City of West Allis _____ State of Wisconsin _____

and agrees to complete the whole work to the satisfaction of the Community Development Authority of the City of West Allis within the time limits specified under the "Special Provisions" and in case of failure to complete the work satisfactorily within the specified time limits the undersigned agrees to pay to the Community Development Authority of the City of West Allis, without any delay, the account due as liquidated damages in accordance with "Special Provisions."

In signing and submitting this proposal, the Bidder assures the Community Development Authority of the City of West Allis that the Contract Documents for this particular Project have been read and understood and that the furnishing of the subject work, material, labor, tools, plant and services are under the Bidder's control. If the Bidder's performance is contingent upon the acts of another party, the Bidder assures that it has the necessary commitments to complete the contract which may be awarded.

Sworn Statement of Bidder As Required by Sec. 66.29(7), Stats.

I, being first duly sworn, at LANNON, WISCONSIN,
(City/State)

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

Dated this 9th day of October, 20 15

Signature Tammyc Rams

Title PRESIDENT / CEO

Company Name RAMS Contracting, Ltd.

Address 20079 W. MAIN Street
LANNON, WI 53046

Phone No. 414-530-9041

Fax 414-921-9705

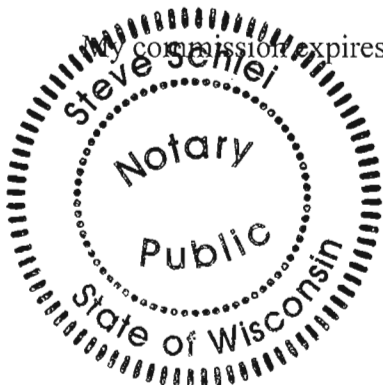
E-mail Address TAMMYC RAMS CONTRACTING.COM

Subscribed and sworn to before me

this 9th day of OCTOBER, 20 15

Notary Public [Signature]

My commission expires 12/05/2017



Date: 09/23/2015

TO: City of West Allis Engineering Department
7525 West Greenfield Avenue
West Allis, Wisconsin 53214


Re: Submission of Prequalification Forms for the year 2015

Gentlemen:

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

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

Sincerely yours,



Tammy Ristow
President

Officer

Rams Contracting, LTD.

Firm

PO Box 398, Lannon, WI 53046

Address

PREQUALIFICATION STATEMENT

To: City of West Allis
Engineering Department
7525 West Greenfield Avenue
West Allis, Wisconsin 53214

There is submitted herewith for your consideration, pursuant to Sec. 66.29 Wis. Stats., a statement of qualifications of the undersigned to furnish the necessary labor, materials and skills required to enter upon and complete public works contracts to be let by the Municipality through its several departments.

1. IDENTIFICATION

- A. Official Firm Name Rams Contracting, LTD.
- B. Address
20079 West Main Street Lannon WI 53046
(Street) (City) (State) (Zip)
- C. Telephone 414-530-9041 Fax 414-921-9705 E-Mail office@ramscontracting.com
- D. Number of years in business under present firm name 10
- E. Class of work in which firm is seeking qualification excavation, grading, trucking, clearing & grubbing

F. Please check (1), (2), or (3):
(1) A Corporation (2) A Co-Partnership _____ (3) An Individual _____

- G. Principal Individuals:
If a Corporation answer below:
President Tammy Ristow
Vice-President n/a
Secretary Kristin Ernisse
Treasurer n/a
- If a Co-Partnership answer below:**
Name of Partner _____
Name of Partner _____
- If a Sole Trader answer below:**
Name of Sole Trader _____

- H. **If a Corporation answer below:**
(1) Date licensed to do business in Wisconsin:
08/19/1980
(2) When Incorporated 08/19/1980 (3) In what State Wisconsin

2. EXPERIENCE

A: Tabulation of major contracts that firm has completed during the past five years:

Year	Class of Work	Contract Amount	Location of Work	For Whom Performed Name & Address
	See attached			

B. Tabulation of construction experience of principal individuals in organization:

Individual's Name	Present Position or Office	Years of Experience	Class of Work
See attached			

Average number of employees during the last twelve months:

Office 10 Skilled 30 Unskilled 5

3. EQUIPMENT

A. List below major pieces of equipment owned and available when needed for proposed work:

Quantity	Item	Description Size, Capacity, Etc.	Condition (Good – Fair)	Years of Service
See attached				

4. CONTRACTUAL RESPONSIBILITY

A. Has firm ever failed in the past ten years to complete on time work awarded to it? No

(1) Date _____ (2) Name of Officer or Partner _____

(3) Owner's Mailing Address _____

(At that time, or now - preferably now if there is a difference.)

(4) Full particulars in each instance: _____

B. Has any officer or partner of firm ever failed in the past ten years to complete on time a construction contract handled in his own name? If so, state.

No

(1) Date _____ (2) Name of Officer or Partner _____

(3) Owner _____

(4) Owner's Mailing Address _____

(At that time, or now - preferably now if there is a difference.)

(5) Full particulars in each instance: _____

C. Has any officer or partner of firm ever been an officer or partner of some other organization during the past ten years that failed to complete on time a construction contract? If so, state.

No

(1) Date _____ (2) Name of Officer or Partner _____

(3) Owner's Mailing Address _____

(At that time, or now - preferably now if there is a difference.)

(4) Full particulars in each instance: _____

D. Has firm asked to be relieved from a bid submitted by it to a public awarding authority during the past 10 years? If so, state.

No

- (1) Date _____ (2) Owner _____
- (3) Owner's Mailing Address _____
(At that time, or now - preferably now if there is a difference.)
- (4) Full particulars in each instance: _____

E. Has firm ever been charged with or convicted of a violation of any wage schedule? If so state.

No

- (1) Date _____ (2) Claimant _____
- (3) Claimant's Mailing Address _____
(At that time, or now - preferably now if there is a difference.)
- (4) Full particulars in each instance: _____

5. BONDING RESPONSIBILITY

A. (1) Names and addresses of bonding companies which generally execute bid and surety bonds:

Old Republic Surety Company, 445 South Moorland Road Suite 200, Brookfield, WI 53005

(2) Names and addresses of all bonding companies other than those listed in A (1) above which have written bid and surety bonds during the last five years:

Western Surety Company (now part of CNA Surety), 333 South Wabash Avenue, Chicago, IL 60604

B. Has any bonding company ever taken over a contract, or made any payments because of firm's failure to carry out a contract? If so, state:

No

- (1) Date _____ (2) Name of Bonding Co. _____
- (3) Bonding Company's Mailing Address _____
- (4) Full particulars in such instance _____
-

6. CONTRACTOR'S FINANCIAL STATEMENT

- A. Itemize your current assets as of latest balance sheet date. (Attach a copy).
Give Date: 06/30/2015
- B. Itemize your current liabilities as of latest balance sheet date. (Attach a copy).
Give Date: 06/30/2015
- C. Who prepared such balance sheet? Steve Schlei, company accountant
- D. Are any of your assets assigned? If so, which are assigned?
Yes. Major equipment and dump trucks.
- For what purpose are they assigned? Line of credit

7. DATA

- A. Are you familiar with the provisions of the form of contract used by this Municipality? Yes
- B. With its terms and conditions? Yes
- C. With its specifications? Yes
- D. With the regulations of the Municipality relating to bidding and awarding of contracts? Yes

8. AFFIDAVIT

STATE OF Wisconsin)

:SS

COUNTY OF Waukesha)

Tammy Ristow

(Name)

being duly sworn, deposes and

she
says that ~~he~~ is the President

(Official Capacity)

of the above

Rams Contracting, LTD.

(Name of Firm)

and that the answers to the forgoing

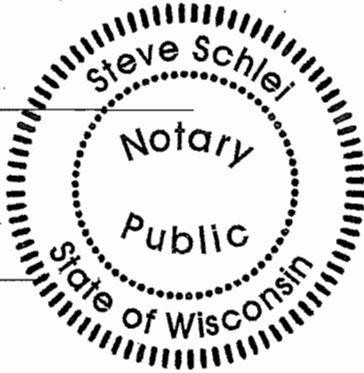
questions and all statements therein contained are true and correct, and that any owner, bonding company, or other agency, herein named is hereby authorized to supply the Municipality with any information deemed necessary to verify this statement.

Tammy Ristow

Subscribed and sworn to before me

This 23rd day of September, 2015

Steve Schlei
(Notary Public)



My commission expires 12/05/2017

FILED ORIGINALLY WITH _____

Department

Date

PREQUALIFIED BY _____ DATE _____

CLASS OF WORK _____ DESCRIPTION OF JOB _____

LOCATION OF JOB _____ DEPARTMENT _____

APPROVED AS QUALIFIED _____ DATE _____

Clerk

h:\pbl\prequal statement

7. For whom have you performed work, and to whom do you refer? Give complete names, titles and addresses of all references.

Hunzinger Construction, 21100 Enterprise Avenue, Brookfield, WI 53045 - Jon Jansen, VP

Michels Corporation, 817 West Main Street, Brownsville, WI 53006 - JR Ramthun, VP of Road Construction Operations

DF Tomasini Contractors, N70W25176 Indian Grass Lane, Sussex, WI 53089 - Brian Tetting, VP

The Sigma Group, 1300 West Canal Street, Milwaukee, WI 53233 - Kristin Kurzka, Senior Engineer

JP Cullen, 330 East Delavan Drive, Janesville, WI 53546 - Shannon Metoxen, Senior Project Manager

JH Findorff, 1600 North 6th Street, Milwaukee, WI 53212 - Marc Grasswick, Project Engineer

2A 8. List below construction work performed by you within the past 3 or more years or other experiences related to construction work that would tend to substantiate the assignment of the ratings desired. Please be specific.

YEAR	WORK TYPE	CAPACITY (PRIME/SUB)	OWNER CONTACT	CONTRACT AMOUNT
2014	Excavation & Grading	Subcontractor	Michels Corporation	\$3,344,444
2014	Excavation, Contaminated Soil Removal	Subcontractor	Hunzinger Construction	\$932,873
2014	Excavation & Grading	Subcontractor	DF Tomasini	\$929,099
2014	Excavation & Grading	Subcontractor	West Allis School District	\$763,213
2014	Excavation, Contaminated Soil Removal	Subcontractor	The Sigma Group	\$543,542
2014	Excavation & Grading	Subcontractor	Hamilton High School	\$349,316
2014	Excavation & Grading	Subcontractor	Catcon, LLC	\$328,800
2014	Excavation & Grading	Subcontractor	JP Cullen	\$274,055
2014	Excavation & Grading	Subcontractor	JH Findorff	\$135,624
2013	Environmental Remediation	Prime	City of Madison	\$305,365
2013	Clearing & Grubbing	Prime	We Energies	\$535,772
2012	Excavation & Grading	Subcontractor	Hunzinger Construction	\$1,989,924
2012	Excavation & Grading	Prime	GZA Environmental	\$425,000
2011	Trucking contaminated soil	Subcontractor	Lee & Ryan	\$1,150,064
2010	Demolition & Grading	Prime	Milwaukee World Festival	\$375,000

Attach additional sheets as may be required to develop fully the experience of the applicant.



Item 2B- List of principal employees

Individual Name	Present Position	Years Experience	Work Type	What Capacity
Tammy Ristow	President	16	Management/Supervision	Owner
Eric Warden	Senior Estimator/Project Manager	23	Excavation	Management
Todd Ormiston	Estimator/Project Manager	21	General Construction	Management
Justin Sullivan	Estimator/Project Manager	12	General Construction	Management
Josh McDonald	Superintendent of Field Operations	10	Excavation	Supervision

#3A Equipment

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G/L Asset Account = 150													
000001	74 Heil Traile 000 02/01/88	10,000.00	P	SLMM	07 00	0.00	10,000.00	02/28/14	10,000.00	0.00	0.00	10,000.00	
000002	Trucks 000 07/01/93	93,753.20	P	SLMM	07 00	0.00	93,753.20	02/28/14	93,753.20	0.00	0.00	93,753.20	
000005	2003 Mack Tr 000 04/25/02	120,955.84	P	SLMM	07 00	0.00	120,955.84	02/28/14	120,955.84	0.00	0.00	120,955.84	
000006	2003 Mack Tr 000 11/13/02	133,558.88	P	SLMM	07 00	0.00	133,558.88	02/28/14	133,558.88	0.00	0.00	133,558.88	
000008	Hilbilt Moon 000 04/11/07	2,300.00	P	SLMM	07 00	0.00	2,300.00	02/28/14	2,272.61	27.39	27.39	2,300.00	
000009	2005 Mack CV 000 03/01/08	49,404.44	T	SLMM	07 00	0.00	49,404.44	02/28/14	49,404.44	0.00	0.00	49,404.44	
000010	2005 Mack CV 000 03/01/08	49,404.44	T	SLMM	07 00	0.00	49,404.44	02/28/14	49,404.44	0.00	0.00	49,404.44	
000011	Box for 81 000 04/01/08	21,612.64	P	SLMM	07 00	0.00	21,612.64	02/28/14	18,267.83	3,087.52	3,087.52	21,355.35	
000012	Box for 80 000 07/01/08	21,612.64	P	SLMM	07 00	0.00	21,612.64	02/28/14	17,495.95	3,087.52	3,087.52	20,583.47	
000013	2008 Cadillac 000 07/07/09	46,748.32	T	SLMM	05 00	0.00	46,748.32	02/28/14	43,631.75	3,116.57	3,116.57	46,748.32	
000014	1998 Fontaine 000 05/06/10	7,500.00	P	SLMM	07 00	0.00	7,500.00	02/28/14	4,107.15	1,071.43	1,071.43	5,178.58	
000015	Machinery 000 06/17/10	131,500.00	P	SLMM	07 00	0.00	131,500.00	02/28/14	68,880.97	18,785.72	18,785.72	87,666.69	
000016	1989 45 Lufkin 000 06/18/10	3,000.00	P	SLMM	07 00	0.00	3,000.00	02/28/14	1,571.43	428.57	428.57	2,000.00	
000017	Machinery 000 01/16/11	61,306.80	P	SLMM	07 00	0.00	61,306.80	02/28/14	27,004.20	8,758.12	8,758.12	35,762.32	
000018	Trailer Bulk Heads/Chmiel 000 03/31/11	500.00	P	SLMM	07 00	0.00	500.00	02/28/14	208.34	71.43	71.43	279.77	
000019	1993 48' Fontaine 000 04/15/11	5,300.00	Q	SLMM	07 00	0.00	5,300.00	02/28/14	2,208.33	757.14	757.14	2,965.47	
000020	2009 Mack Granite Dump Truck 000 06/03/11	94,300.00	Q	SLMM	07 00	0.00	94,300.00	02/28/14	37,046.43	13,471.43	13,471.43	50,517.86	
000021	1994 #98 Freightliner Truck 000 06/22/11	35,000.00	Q	SLMM	07 00	0.00	35,000.00	02/28/14	13,333.33	5,000.00	5,000.00	18,333.33	
000022	Job Trailer #52 000 07/21/11	2,250.00	P	SLMM	07 00	0.00	2,250.00	02/28/14	830.36	321.43	321.43	1,151.79	
000023	2000 Kenworth T800 Roll Off Truck 000 11/14/11	60,000.00	Q	SLMM	07 00	0.00	60,000.00	02/28/14	20,000.00	8,571.43	8,571.43	28,571.43	
000024	1988 Fruehauf Trailer 000 11/14/11	7,500.00	Q	SLMM	07 00	0.00	7,500.00	02/28/14	2,500.00	1,071.43	1,071.43	3,571.43	
000025	Volvo Truck #3712 000 02/29/12	41,600.00	Q	SLMM	07 00	0.00	41,600.00	02/28/14	11,885.72	5,942.86	5,942.86	17,828.58	
000026	2008 Mack GU713 Granite Dump Truck 000 06/07/12	101,029.33	Q	SLMM	07 00	0.00	101,029.33	02/28/14	25,257.33	14,432.76	14,432.76	39,690.09	
000027	2002 Dodge Truck 000 07/09/12	2,000.00	Q	SLMM	05 00	0.00	2,000.00	02/28/14	666.67	400.00	400.00	1,066.67	
000077	Frey & Sons Tra 000 05/31/13	6,210.00	P	SLMM	05 00	0.00	6,210.00	02/28/14	931.50	1,242.00	1,242.00	2,173.50	
000088	Volvo ECR305CL HYD Backhoe #1201 000 12/09/13	203,000.00	P	SLMM	07 00	0.00	203,000.00	02/28/14	7,250.00	29,000.00	29,000.00	36,250.00	

#3A Equipment

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G/L Asset Account = 150		1,311,346.53			0.00	1,311,346.53		762,426.70	118,644.75	118,644.75	881,071.45	
Less disposals and transfers Count = 0		0.00			0.00	0.00		0.00			0.00	
Net Subtotal Count = 26		1,311,346.53			0.00	1,311,346.53		762,426.70	118,644.75	118,644.75	881,071.45	

G/L Asset Account = 151

000028	Poynette Iron Works Roll-Off Container 60930	000 11/14/11	3,900.00	P SLMM	07 00	0.00	3,900.00	02/28/14	1,300.00	557.14	557.14	1,857.14
000029	Poynette Iron Works Roll-Off Container 60927	000 11/14/11	6,000.00	Q SLMM	07 00	0.00	6,000.00	02/28/14	2,000.00	857.14	857.14	2,857.14
000030	Storage Container-Poynette Iron Works	000 11/16/11	5,202.45	Q SLMM	07 00	0.00	5,202.45	02/28/14	1,672.22	743.21	743.21	2,415.43
000031	21 YD Galbreath Container	000 12/15/11	2,000.00	Q SLMM	07 00	0.00	2,000.00	02/28/14	642.87	285.72	285.72	928.59
000032	62" A-Frame-Poynette Iron Works, Inc	000 12/16/11	232.10	P SLFM	07 00	0.00	232.10	02/28/14	74.61	33.16	33.16	107.77
000033	30 yard Rolloff	000 12/21/11	4,641.22	P SLMM	07 00	0.00	4,641.22	02/28/14	1,436.57	663.03	663.03	2,099.60
000034	Concrete Washout Box PIW134128	000 01/19/12	5,174.70	P SLMM	07 00	0.00	5,174.70	02/28/14	1,540.08	739.24	739.24	2,279.32
000035	3 20 yrd and 1 40 yd Rolloff Containers	000 02/15/12	18,786.33	P SLMM	07 00	0.00	18,786.33	02/28/14	5,591.17	2,683.76	2,683.76	8,274.93
000036	30 Yard dumpsters (8) 3005,3015,3144,3078,3022,3048,3112,3025	000 02/17/12	22,000.00	P SLMM	07 00	0.00	22,000.00	02/28/14	6,285.72	3,142.86	3,142.86	9,428.58
000037	3 Yard Dumpsters (3) 604,3109,3187	000 02/29/12	8,250.00	P SLMM	07 00	0.00	8,250.00	02/28/14	2,357.14	1,178.57	1,178.57	3,535.71
000038	30 yard angle rolloff	000 03/06/12	4,641.22	P SLMM	07 00	0.00	4,641.22	02/28/14	1,326.06	663.03	663.03	1,989.09
000039	30 yard angle rolloff with paint	000 04/05/12	9,391.74	P SLMM	07 00	0.00	9,391.74	02/28/14	2,571.55	1,341.68	1,341.68	3,913.23
000040	4 20 yard rolloff	000 04/10/12	4,875.00	P SLMM	07 00	0.00	4,875.00	02/28/14	1,334.82	696.43	696.43	2,031.25
000041	2 30 yard rolloff	000 02/19/13	8,443.73	P SLMM	07 00	0.00	8,443.73	02/28/14	1,206.25	1,206.25	1,206.25	2,412.50
000042	2 40 ft enclosed container	000 02/27/13	4,100.00	P SLMM	07 00	0.00	4,100.00	02/28/14	585.72	585.72	585.72	1,171.44
000078	Purchase One BeerLine Disposal	000 04/11/13	2,600.00	P SLMM	07 00	0.00	2,600.00	02/28/14	340.48	371.43	371.43	711.91
000079	Roll Off Container 496	000 03/31/13	4,100.00	P SLMM	07 00	0.00	4,100.00	02/28/14	536.92	585.72	585.72	1,122.64
000080	4 30YD Containers	000 10/22/13	16,319.93	P SLMM	07 00	0.00	16,319.93	02/28/14	777.14	2,331.42	2,331.42	3,108.56

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G/L Asset Account = 151		130,658.42				0.00	130,658.42		31,579.32	18,665.51	18,665.51	50,244.83	
Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
Net Subtotal Count = 18		130,658.42				0.00	130,658.42		31,579.32	18,665.51	18,665.51	50,244.83	

G/L Asset Account = 152

000081	Land#990009431557 #120												
	000 11/27/13	157,950.00	R	NoDep	00 00	0.00	157,950.00	02/28/14	0.00	0.00	0.00	0.00	
G/L Asset Account = 152		157,950.00				0.00	157,950.00		0.00	0.00	0.00	0.00	
Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
Net Subtotal Count = 1		157,950.00				0.00	157,950.00		0.00	0.00	0.00	0.00	

G/L Asset Account = 156

000043	3 Chair Mats												
	000 03/08/11	359.97	Q	SLMM	07 00	0.00	359.97	02/28/14	154.29	51.43	51.43	205.72	
000044	Clock												
	000 03/19/11	11.15	Q	SLMM	07 00	0.00	11.15	02/28/14	4.64	1.59	1.59	6.23	
000045	3 Chair Seats												
	000 03/29/11	252.24	Q	SLMM	07 00	0.00	252.24	02/28/14	105.11	36.04	36.04	141.15	
000046	Wall Hanging												
	000 05/10/11	49.99	P	SLMM	07 00	0.00	49.99	02/28/14	20.23	7.14	7.14	27.37	
000047	10 Used Task Chairs												
	000 05/13/11	578.05	P	SLMM	07 00	0.00	578.05	02/28/14	233.98	82.58	82.58	316.56	
000048	CM-Amber storage Ped-15 Black												
	000 04/09/12	168.96	P	SLMM	07 00	0.00	168.96	02/28/14	46.27	24.14	24.14	70.41	
000049	CM Amber Storage Lat-22 Black Cherry												
	000 11/03/12	654.72	P	SLMM	07 00	0.00	654.72	02/28/14	124.71	93.53	93.53	218.24	
000082	Office Furniture												
	000 01/01/14	739.20	P	SLMM	07 00	0.00	739.20	02/28/14	17.60	105.60	105.60	123.20	
G/L Asset Account = 156		2,814.28				0.00	2,814.28		706.83	402.05	402.05	1,108.88	
Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
Net Subtotal Count = 8		2,814.28				0.00	2,814.28		706.83	402.05	402.05	1,108.88	

G/L Asset Account = 157

000050	Office Equip												
	000 03/03/10	2,063.13	P	SLMM	05 00	0.00	2,063.13	02/28/14	1,616.13	412.61	412.61	2,028.74	
000051	Office Equip												
	000 04/30/10	400.00	P	SLMM	05 00	0.00	400.00	02/28/14	306.67	80.00	80.00	386.67	
000052	Computer W												
	000 08/06/10	567.54	P	SLMM	05 00	0.00	567.54	02/28/14	406.74	113.51	113.51	520.25	
000053	Office Equip												

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G/L Asset Account = 157												
000054	000 09/30/10 Office Equip	1,132.96	P SLMM	05 00	0.00	1,132.96	02/28/14	774.18	226.59	226.59	1,000.77	
000055	000 10/31/10 Panel/Count	141.87	P SLMM	05 00	0.00	141.87	02/28/14	94.57	28.37	28.37	122.94	
000056	000 11/29/10 MB Update/W	1,230.25	P SLMM	07 00	0.00	1,230.25	02/28/14	571.19	175.75	175.75	746.94	
000057	000 12/06/10 Office Equip	36.79	P SLMM	05 00	0.00	36.79	02/28/14	23.92	7.36	7.36	31.28	
000058	000 01/31/11 Office Equip	2,194.41	P SLMM	05 00	0.00	2,194.41	02/28/14	1,353.21	438.88	438.88	1,792.09	
000059	000 02/28/11 Printer Sam Clr	378.33	P SLMM	05 00	0.00	378.33	02/28/14	227.01	75.67	75.67	302.68	
000060	000 03/14/11 Carbon Monoxide Detector	235.51	P SLMM	05 00	0.00	235.51	02/28/14	141.30	47.10	47.10	188.40	
000061	000 03/15/11 Printer Sam Clr	44.44	P SLMM	05 00	0.00	44.44	02/28/14	26.67	8.89	8.89	35.56	
000062	000 05/11/11 Bookshelves	219.00	P SLMM	05 00	0.00	219.00	02/28/14	124.10	43.80	43.80	167.90	
000063	000 06/24/11 1AM-373N Blk,2 A540.Blk/Office Furniture	199.68	P SLMM	07 00	0.00	199.68	02/28/14	76.08	28.53	28.53	104.61	
000064	000 06/27/11 5 Training Tables	480.76	P SLMM	07 00	0.00	480.76	02/28/14	183.15	68.68	68.68	251.83	
000065	000 06/27/11 Samsung SCX-462F Printer	396.01	P SLMM	07 00	0.00	396.01	02/28/14	150.86	56.57	56.57	207.43	
000066	000 07/17/11 10 VRDR/Office Furniture	99.99	P SLMM	05 00	0.00	99.99	02/28/14	51.67	20.00	20.00	71.67	
000067	000 07/22/11 3 Dell Computers	528.00	P SLMM	07 00	0.00	528.00	02/28/14	194.86	75.43	75.43	270.29	
000068	000 07/28/11 Office Furniture-Hobby Lobby	3,400.18	P SLMM	05 00	0.00	3,400.18	02/28/14	1,756.78	680.04	680.04	2,436.82	
000069	000 08/04/11 Copystar 250 Cl Copier	26.39	P SLMM	07 00	0.00	26.39	02/28/14	9.74	3.77	3.77	13.51	
000070	000 08/05/11 Table	5,780.50	P SLMM	05 00	0.00	5,780.50	02/28/14	2,986.59	1,156.10	1,156.10	4,142.69	
000071	000 08/16/11 2 Desks	79.21	P SLMM	07 00	0.00	79.21	02/28/14	29.24	11.32	11.32	40.56	
000072	000 08/24/11 2 Telephones (RCA)	511.10	P SLMM	07 00	0.00	511.10	02/28/14	182.55	73.02	73.02	255.57	
000073	000 09/26/11 EX5210 XGA Projector	279.55	P SLMM	05 00	0.00	279.55	02/28/14	135.13	55.91	55.91	191.04	
000074	000 06/13/12 Safe	469.48	P SLMM	07 00	0.00	469.48	02/28/14	117.37	67.07	67.07	184.44	
000075	000 10/16/12 Watercooler	2,228.06	P SLFM	07 00	0.00	2,228.06	02/28/14	450.92	318.30	318.30	769.22	
000083	000 11/09/12 496 3/13 Credit Card - TA	179.37	P SLMM	07 00	0.00	179.37	02/28/14	34.17	25.63	25.63	59.80	
000084	000 03/31/13 Telephone System	1,355.75	P SLMM	07 00	0.00	1,355.75	02/28/14	177.55	193.68	193.68	371.23	
000085	000 12/27/13 Telephone Set up	5,000.00	P SLMM	07 00	0.00	5,000.00	02/28/14	119.05	714.29	714.29	833.34	
000086	000 01/30/14 Television	5,864.19	P SLMM	07 00	0.00	5,864.19	02/28/14	69.81	837.74	837.74	907.55	

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G/L Asset Account = 157													
	000 02/28/14	1,573.25	P	SLMM	07 00	0.00	1,573.25	02/28/14	0.00	224.75	224.75	224.75	
000087	File Cabinets												
	000 02/11/14	828.97	P	SLMM	07 00	0.00	828.97	02/28/14	9.87	118.43	118.43	128.30	
	G/L Asset Account = 157	37,924.67				0.00	37,924.67		12,401.08	6,387.79	6,387.79	18,788.87	
	Less disposals and transfers	0.00				0.00	0.00		0.00			0.00	
	Count = 0												
	Net Subtotal	37,924.67				0.00	37,924.67		12,401.08	6,387.79	6,387.79	18,788.87	
	Count = 31												
G/L Asset Account = 158													
000076	B&S Snowblower												
	000 01/14/13	2,722.09	P	SLMM	07 00	0.00	2,722.09	02/28/14	453.68	388.87	388.87	842.55	
	G/L Asset Account = 158	2,722.09				0.00	2,722.09		453.68	388.87	388.87	842.55	
	Less disposals and transfers	0.00				0.00	0.00		0.00			0.00	
	Count = 0												
	Net Subtotal	2,722.09				0.00	2,722.09		453.68	388.87	388.87	842.55	
	Count = 1												
	Grand Total	1,643,415.99				0.00	1,643,415.99		807,567.61	144,488.97	144,488.97	952,056.58	
	Less disposals and transfers	0.00				0.00	0.00		0.00			0.00	
	Count = 0												
	Net Grand Total	1,643,415.99				0.00	1,643,415.99		807,567.61	144,488.97	144,488.97	952,056.58	
	Count = 85												

2. Property, Plant, and Equipment (continued)

(d) Itemize plant and equipment held under an operating lease or rental contract.

QUANTITY	ITEM NAME, DESCRIPTION, AND CAPACITY	ITEM AGE	LESSOR	COST
1	Bobcat 331 Compact Excavator	17	Schneider Excavating	
1	Volvo ECR58 Compact Excavator	9	Schneider Excavating	
1	Volvo ECR88 Excavator	9	Schneider Excavating	
2	Volvo EC160 Excavator	5-10	Schneider Excavating	
1	Volvo EW180C Wheeled Excavator	6	Schneider Excavating	
1	Komatsu PC210 Excavator	19	Schneider Excavating	
3	Volvo EC290 Excavator	8-13	Schneider Excavating	
2	Komatsu PC300LC Excavator	15-16	Schneider Excavating	
3	John Deere 650J LGP Dozer	9-13	Schneider Excavating	
2	Caterpillar D5K Dozer	6	Schneider Excavating	
1	John Deere 750J Dozer	9	Schneider Excavating	
3	Caterpillar D8 Dozer	5-20	Schneider Excavating	
1	Caterpillar 140H Grader	15	Schneider Excavating	
1	John Deere 644J Wheel Loader	20	Schneider Excavating	
2	Caterpillar 963 Crawler Loader	20	Schneider Excavating	
8	New Holland Skid Steers	3-16	Schneider Excavating	
1	Volvo L90F Wheel Loader	6	Schneider Excavating	
2	Caterpillar 627F Dual Engine Scraper	16	Schneider Excavating	
6	Smooth Drum Vibratory Compactor	10-20	Schneider Excavating	
3	Pad Foot Vibratory Compactor	17-25	Schneider Excavating	
11	Plate Compactor	3-10	Schneider Excavating	
3	25KW generator	5-10	Schneider Excavating	

Attach additional sheets if necessary.

All the equipment on this page is available for use by Rams Contracting, LTD. under an operating lease.



Balance Sheet

Period 4 At June 2015

Item #6
Prepared by Steve Schlei
Company accountant for Rams

2-2-0-21
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Page # 1

Assets

Current Assets

101	FIRST BANK CHECKING	\$1,287,799.79	
103	1ST SOURCE BANK CHECKING	17,388.93	
105	PETTY CASH	1,500.00	
120	ACCOUNTS RECEIVABLE	3,724,152.38	
122	MISC RECEIVABLES	29,543.67	
125	UNDER BILLING	225,126.99	
	Total Current Assets:		\$5,285,511.76

Long Term Assets

150	TRUCKS & AUTOS	1,458,789.22	
151	ROLLOFF CONTAINERS	130,658.42	
152	EQUIPMENT	4,427,143.69	
156	FURNITURE & FIXTURES	2,814.28	
157	OFFICE EQUIPMENT	37,924.67	
158	MISC. TOOLS & EQUIPMENT	2,722.09	
	Total Long Term Assets:	6,060,052.37	

Accumulated Depreciation

175	ACC. DEPR. TRUCKS	(1,624,113.59)	
	Total Accumulated Depreciation:	(1,624,113.59)	
	Net Long Term Assets:		4,435,938.78

Other Assets

136	PREPAID INSURANCE	12,522.12	
137	PREPAID WORK COMP/GEN LIAB	9,852.19	
141	CSV LIFE INSURANCE	70,991.50	
144	RELATED PARTY RECEIVABLE	5,000.00	
	Total Other Assets:		98,365.81
	Total Assets:		\$9,819,816.35

Balance Sheet

Continued

09/22/15

Page # 2

Liabilities

Current Liabilities

200	ACCOUNTS PAYABLE	2,276,451.38	
201	LINE OF CREDIT-1ST SOURCE BANK	200,000.00	
202	LINE OF CREDIT-FIRST BANK	300,000.00	
203	CURRENT MATURITIES OF LTD	263,484.98	
205	OVER BILLING	1,114,979.72	
212	SAM'S CLUB	555.47	
214	THE HOME DEPOT	366.40	
215	FIRST BANK-CC	20,411.81	
231	FICA PAYABLE	12,570.42	
232	FIT WITHHOLDING PAY	12,766.89	
233	SIT WITHHOLDING PAY	13,104.17	
234	SUTA PAYABLE	11,177.24	
236	BENEFITS PAYABLE	92,970.08	
237	PIR CONTRI PAYABLE	5,320.40	
238	FUTA PAYABLE	527.16	
240	ACCRUED WAGES	55,823.36	
241	OTHER ACCRUED WAGES	5,000.00	
245	FEDERAL INCOME TAX	(2,330.68)	
246	WI FRANCHISE TAX	(22,264.61)	
247	ACCRUED REAL ESTATE TAXES	30,000.00	
249	401 KPayable	(2,774.82)	
	Total Current Liabilities:		4,388,139.37

Long Term Liabilities

250	EQUIPMENT LOANS	1,199,090.24	
251	CAPITAL LEASE	2,787,927.92	
252	RELATED PARTY PAYABLE	36,000.00	
270	LOAN FROM TAMMY RISTOW	23,000.00	
285	DEFERRED INCOME TAX	176,000.00	
290	CURRENT MATURITIES OF LTD	(263,484.98)	
	Total Long Term Liabilities:		3,958,533.18
	Total Liabilities:		8,346,672.55

Equity

Equity/Capital

301	CAPITAL STOCK	597,217.53	
320	RETAINED EARNINGS	652,293.19	
	Subtotal Equity/Capital:	1,249,510.72	

Balance Sheet
Continued

09/22/15
Page # 3 of 3

Current Profit (Loss):	<u>223,633.08</u>	
Total Equity/Capital:		<u>1,473,143.80</u>
Total Liabilities + Equity:		<u><u>\$9,819,816.35</u></u>

SECTION 7

Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(d) and 103.49(7)(d), Wisconsin Statutes.

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

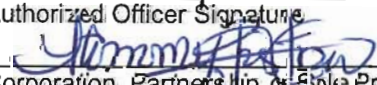
Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes].

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, the name of any "other construction business," which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must ONLY be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project that will be awarding the contract, if **both (A) and (B) are met.**
 - (A) The contractor, or a shareholder, officer or partner of the contractor:
 - (1) Owns at least a 25% interest in the "other construction business," indicated below, on the date the contractor submits a bid or completes negotiations; or
 - (2) Has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
 - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

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

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

Print the Name of Authorized Officer			
Tammy Ristow			
Authorized Officer Signature		Date Signed	
		10/9/15	
Corporation, Partnership or Sole Proprietorship Name			
RAMS Contracting, Ltd			
Street Address or P O Box	City	State	Zip Code
20079 W. MAIS Street	LANNON	WI	53046

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

NONCOLLUSION AFFIDAVIT

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

TAMMY RISTOW, being first duly sworn, deposes and says that:

1. He is OWNER
(owner, partner, officer, representative or agent)
of RAMS CONTRACTING, LTD.
the Bidder that has submitted the attached Bid.

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

3. Such Bid is genuine and is not a collusive or sham Bid.

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

SECTION 8

CONTRACT

CITY OF WEST ALLIS
2015 PROJECT NO. 1
REMEDIAL EXCAVATION
1445 & 1501 South 113th Street

Community Development Authority

THIS AGREEMENT made this 7 day of October, 2015

by and between:

**REMEDIAL EXCAVATION and THE COMMUNITY DEVELOPMENT AUTHORITY OF
THE CITY OF WEST ALLIS**

hereinafter called the Contractor, and the Community Development Authority of the City of West Allis, hereinafter called the Authority,

WITNESSETH:

THAT, WHEREAS, The Contractor intends to: Excavate/haul/dispose of contaminated soil at 1445 & 1501 S. 113 St..

1445 & 1501 South 113th Street
REMEDIAL EXCAVATION

WHEREAS, The Contractor has offered by proposal, in writing, to the Authority, for furnishing the material, labor, tools, equipment, services and everything necessary for the proper construction and completion in a workmanlike manner of the work herein described for the Authority, for the price and within the time specified and according to the Contract Documents, and the Authority has awarded the work to the Contractor according to law.

NOW, THEREFORE, In consideration of the Authority paying to the Contractor for the performance of the aforesaid work according to the following prices, the Contractor, for himself, his heirs, executors and administrators, or for itself and its successors, as the case may be, hereby covenants and agrees to and with the Authority as follows:

CONTRACT
CITY OF WEST ALLIS
2015 PROJECT NO. 1
REMEDIAL EXCAVATION
1445 & 1501 South 113th Street

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	unit	unit price	total
1.	Mobilization/Demobilization	1	Lump Sum	\$5,740.00	\$5,740.00
2.	Excavation/Hauling	1000	Tons	\$12.34	\$12,340.00
3.	Backfill/Compaction	1000	Tons	\$17.22	\$17,220.00
4.	Monitoring Well Removal	1	Lump Sum	\$550.00	\$550.00
5.	Soil Mixing at Base of Excavation	1	Lump Sum	\$950.00	\$950.00
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
ESTIMATED TOTAL BID				\$	36,800.00

The foregoing totals shall be the basis for establishing the amount of the performance bond and is not to be construed to be a lump sum contract price. The foregoing quantities of the unit price items are approximate only and it is understood and agreed that payment will be made only on the actual quantities of work completed in place, measured on the basis defined in the contract documents and at the unit prices stated above.

CONSTRUCTION BY CONTRACTOR

PLANS AND SPECIFICATIONS PART OF THE CONTRACT

1. The Contractor agrees to provide certain material, all labor, tools, equipment and services and to do all things necessary for the proper construction and completion in a workmanlike manner of the work hereinbefore described and in conformity with the contract documents which include the (a) Notice to Contractors; (b) Instructions to Bidders; (c) General Conditions; (d) Specifications; (e) Special Provisions; (f) Proposals; (g) Plans; (h) Schedule of Fixed Prices; (i) Supplemental Agreements; and, (j) all addenda, which Contract Documents are hereby made a part of this contract as though set forth herein in full.

Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Ed., December 22, 2003, and addenda, are included by reference as part of the contract and are on file in the office of the Authority. In the event that any provision in any of the above Specifications conflicts with any provision in any other Contract Document, the provision in the Contract Document shall govern.

PERSONAL ATTENTION

CONTRACTOR NOT TO ASSIGN UNLESS WRITTEN CONSENT

2. The Contractor shall exercise, for the Authority's benefit, its best knowledge and skill and give its personal attention constantly to the faithful prosecution of the work and shall not assign by power of attorney or otherwise this contract or any interest therein or sublet any part of the work without the consent in writing of the Authority. If the Contractor shall so assign or sublet without such written consent, then the Authority shall have the right in its discretion to rescind this contract and declare the same null and void and to relet the said work to some competent party; and the Contractor shall be liable to said Authority for such damages as the Authority shall determine, which determination thereof shall be final and conclusive on the parties hereto.

STARTING AND COMPLETION

3. The Contractor agrees to commence work under this contract within ten (10) days of the date to be specified in a written notice to proceed from the Authority and to complete all work included in this contract to the point of final acceptance by the Authority within the time limits prescribed in the Special Provisions.

LIQUIDATED DAMAGES

4. The Contractor further covenants and agrees that the time limit for the completion of the work herein provided for is of the essence of this contract, and in case the Contractor shall fail to complete the work hereunder within the time aforesaid, the Contractor agrees to pay to the Authority the sum prescribed in the Special Provisions for each and every day the time consumed in said performance and completion exceeds the time hereinbefore allowed for that purpose, which said sum in view of the difficulty in ascertaining the loss which the Authority will suffer by reason of delay in the performance of the work hereunder is hereby agreed upon, fixed and determined by the parties hereto as liquidated damages that the Authority will suffer by reason of said delay and default and not as a penalty and the Authority may deduct and retain the amount of such liquidated damages out of the moneys which may be due or become due under this contract.

It is hereby further agreed that the determination and acceptance by the Authority of the liquidated damages for the delay in the completion of the work shall be in addition to any other damages that the Authority may sustain by reason of any other breach of this contract.

AUTHORITY MAY RELET FOR IMPROPER PERFORMANCE

5. In case of improper or imperfect performance of the work herein specified by the Contractor in the event of written consent by the Authority, the Authority may suspend said work and order the entire reconstruction of the whole or any part or may, at its option, relet such partial or entire work to another competent party. The Authority may do likewise in case said work shall not be prosecuted with such diligence and with such number of men as to insure its completion within the time limited herein, or may employ men and secure material for the completion of the same and charge the cost thereof to the Contractor which sum may be deducted from any balance due the Contractor and without waiver of any rights of the Authority with respect to liquidated damages for the delay and completion of the work or for actual damages of the breach of any other part of this contract to be performed by said Contractor.

CONTRACTOR TO HOLD AUTHORITY HARMLESS FOR INJURIES OR DAMAGES TO THIRD PERSONS

6. The said Contractor further covenants and agrees to and with the Authority and the City of West Allis that in the performance of this contract it will put up and maintain such barriers and lights as will effectively prevent the happening of any accident in consequence of any depressions, holes, or the accumulation of any obstruction or hazards of any nature whatsoever, made or suffered upon the premises, public sidewalks, highways or areas within the immediate vicinity of said construction; Contractor further covenants and agrees to indemnify and hold harmless the Authority and the City of West Allis against any and all claims and losses which arise as a result of any negligence, acts or omissions from the performance of the duties, work or service in connection with said

project, excepting those claims or losses which are a direct result of the "active" or "sole" negligence of the Authority and the City of West Allis ; and that Contractor covenants and agrees that it shall and does hereby assume such liabilities and will pay on demand any and all damage or damages occasioned as above specified.

CONTRACTOR TO SAVE AUTHORITY HARMLESS UNDER SEC.S 779.14 & 779.15, STATS.

7. It is Further Understood and Agreed that the Contractor shall save the Authority harmless from all claims or demands of any subcontractor employed by the Contractor or from any claims or demands of any person, firm or corporation furnishing any material, apparatus, fixtures, services, machinery or labor to the Contractor herein for the doing of the work referred to herein and of whatsoever kind or nature referred to and established by sec. 779.15, Stats., and Acts supplementary thereto.

CONTRACTOR TO PAY ALL CLAIMS FOR WORK UNDERTAKEN BY SURETY, SEC. 779.14, STATS.

8. It Is Further Understood and Agreed that the Contractor shall pay all claims for work and labor performed and materials furnished in or about the work herein referred to, and the Contractor shall pay to each and every person or party entitled thereto all claims for work or labor performed and materials furnished for or in or about said building or under this contract and it is understood and agreed that the liability of the Contractor under this contract and undertaking thereon shall continue and remain in force for a period of one year after the completion and acceptance of said contract as provided in sec. 779.14, Stats., and Acts supplementary thereto.

INDEMNIFYING AGREEMENT

9. To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless the Authority and the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement. Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the Authority and the City of West Allis, or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the Authority and the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of Contractor, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under worker's compensation, disability benefit, or other employee benefit laws.

No provision of this indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the Authority and the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located.

Contractor shall reimburse the Authority and the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any received by the Authority and the City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

DAMAGES TO AUTHORITY

10. If, upon any adjustment or determination of damages by the Authority, said damages should exceed the amount due from the Authority to the Contractor, then in that case the Contractor covenants and agrees to pay the same to the said Authority on demand.

ESTIMATES OF WORK DONE AND ACCEPTANCE, SEC. 66.0901(9)(b), STATS.

11. The Authority hereby reserves the right to accept and make use of any portion of said work before the completion of the entire work without invalidating this Contract or binding itself to accept the remainder of the work or any portion thereof, whether completed or not. The Contractor shall prepare and present a schedule of materials delivered and work performed to the Engineer. The Engineer shall verify the schedule of work completed and materials furnished by actual inspection and shall then make, in writing, an approximate estimate of the amount of work done, and materials furnished and the value thereof, according to the terms of this contract. Said estimate shall be made only when the work progresses in accordance with the provisions of this contract, drawings, plans and specifications. The Authority shall grant to the Contractor the

estimate of the amount and proportionate value of the work done, which shall entitle the Contractor to receive the amount thereof, less the retainage. 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 payment shall be made in full to the Contractor and no additional amount shall be retained unless the Engineer certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the Contractor. At 50% completion or at 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. When the work has been substantially completed, according to the plans and specifications, except for work which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of the Authority are valid reasons for non-completion, the Authority 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 pay out the entire amount retained and receive from the Contractors guarantees in the form of a bond or other collateral sufficient to insure completion of the job.

ACCEPTANCE AND PAYMENT OF WORK

12. The Authority hereby covenants and agrees to and with the said Contractor, that upon completion of said work according to the drawings, plans and specifications and the true intent and meaning of this contract and after acceptance of the work by the Authority, the Authority will pay or cause to be paid to said Contractor or its lawful assigns if consent thereto is given in writing, the balance due said Contractor after deducting all adjustments, damages or credits due the said Authority. The said Contractor agrees to surrender before the payment of said balance all satisfactions of any and all lien claims of whatever nature, together with releases and satisfactory evidence of releases of any and all claims of whatever nature in favor of any subcontractor, material man, laborer or person loaning or furnishing equipment or services of any nature to the effect that such persons have been fully paid or are no longer entitled to such lien or claim for lien. Prior to final payment, the Contractor shall furnish affidavits necessary to comply with prevailing wage rates per Section 66.0903 of Wisconsin Statutes.

CHANGED CONDITIONS

13. If the Contractor encounters physical conditions at the site of the work of an unusual nature, differing materially from those which might be reasonably encountered and generally recognized as inherent in work of the character provided for, or implied in the Plans and Specifications, he shall promptly and before such conditions are unduly disturbed notify the Engineer, in writing, of his intention to claim an adjustment in compensation. The Engineer shall thereupon promptly investigate the conditions and, if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of the contract or in the time required for performance of the contract, the contract will be modified, in writing, and an equitable adjustment made in accordance with the contract unit price, fixed extra price or time and material, as the case may be.

If the Contractor fails to give the Engineer written and timely notice of his intention to claim an adjustment in compensation, as herein before provided, and to afford the Engineer the opportunity to investigate any changed conditions claimed before they are unduly disturbed, the claim may be denied by the Authority.

GUARANTEE

14. All work shall be and is guaranteed to a period of one year from and after the completion date of the work. For purposes of this contract, the completion date is the date certified by the Engineer. If, within said guarantee period, repairs or changes are required in connection with the work, which, in the opinion of the Engineer, is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract, the Contractor shall promptly, upon receipt of the notice from the Engineer, and without expense to the Authority, restore the work to a satisfactory condition, correct all defects, make good all damage to the structure, site or contents thereof, which damage, in the opinion of the Engineer, results from the use of such inferior or defective materials, equipment or workmanship. If, within ten (10) days after notice, the Contractor fails to comply with the terms of any guarantee herein contained, the Authority may have the defects corrected and the Contractor or his surety shall be liable for all expenses incurred; except, when, in the opinion of the Engineer, delay in correcting the defects would cause serious cost or damage, repairs may be made by the Authority without notice being given to the Contractor and the Contractor shall pay the cost thereof.

All special guarantees or warranties applicable to specific parts of the work, as may be stipulated in the Contract Documents, shall be subject to the terms of this paragraph during the one-year guarantee period. All special guarantees and manufacturers warranties shall be delivered to the Engineer before shop drawings on items of major equipment are approved, guarantees and warranties for other items shall be furnished prior to the acceptance of the work.

EXTENSION

15. Nothing contained in the contract herein shall be construed to prevent the Authority from extending the time to complete the work under this contract and this contract is signed by the respective parties and the surety with the understanding that such extension of time may be given when considered proper, and shall not be deemed a modification or a change affecting the liability of the surety.

CHANGE OF MATERIAL

16. It is further agreed that any change of material different from that specified in the specifications shall, when agreed upon by the Contractor and Authority in writing, be accepted by all parties in lieu of that so changed and shall in no way be considered as changing said contract, but all parties including the surety signing this contract do so with the knowledge that such changes are likely to be made.

DELAYS

17. The Authority shall not be liable to the Contractor and/or any subcontractor for claims or damages or monetary claims of any nature caused by or arising out of delays from any cause whatsoever, including but not limited to any time which may be specified for the notice to proceed under this contract. The sole remedy against the Authority for delays shall be the allowance to claimant of additional time for completion of work, the amount thereof to be reasonable as determined by the Engineer.

IN WITNESS WHEREOF, The parties hereto have executed this instrument under their several seals, on the day and year first above written, the name and corporate seal of each corporate party hereto affixed and this instrument duly signed by its duly authorized representative.

RAMS Contracting, Ltd. (Seal)
Contractor

20079 W. MAIN Street, LANNON, WI (Seal)
Business Address

By: [Signature] PRESIDENT (Seal)
Signature & Title

By: [Signature] Corporate Secretary (Seal)
Signature & Title

**COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF WEST ALLIS**


By: [Signature] (Seal)
, Executive Director

Approved as to form this _____ day of _____, 20____.

City Attorney

CORPORATE CERTIFICATE

I, Kristin Ernisse certify that I am the Secretary of the Corporation named as Contractor herein; that Tammy Ristow, who signed this contract on behalf of the Contractor, was then President of said Corporation; and that such contract was duly signed for and in behalf of said Corporation by authority of its governing body.



Signature (SEAL)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS That:

RAMS Contracting, Ltd.

(Name of Contractor)

P.O. Box 398 / 20079 West Main Street, Lannon, WI 53046

(Address of Contractor)

a Corporation

(Corporation, Partnership or Individual)

hereinafter called Principal, and Old Republic Surety Company

(Name of Surety)

445 S. Moorland Road, Suite 200, Brookfield, WI 53005

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

The Community Development Authority of the City of West Allis

(Name of Owner)

7525 West Greenfield Avenue, West Allis, WI 53214

(Address of Owner)

hereinafter called Owner, in the penal sum of Thirty-Six Thousand Eight Hundred and 00/100 -----

----- dollars (\$ 36,800.00)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION Is such that whereas, the Principal entered into a certain contract with the Owner dated the 7th day of October, 20 15, a copy of which is hereto attached and made a part hereof for the construction of:

1445 & 1501 South 113th Street Remedial Excavation in the City of West Allis

2015 Project No. 1


NOW, THEREFORE, If the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED FURTHER, That the said Surety, for value received hereby, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise 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 or to the work or to the specifications.

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

IN WITNESS WHEREOF, This instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this 8th day of October, 2015.

RAMS Contracting, Ltd. (SEAL)
Principal

By: 

Tammy M. Ristow, President
Title

P.O. Box 398 / 20079 West Main Street, Lannon, WI 53046
Address


Surety Witnesses:

Old Republic Surety Company (SEAL)
Surety



445 S. Moorland Road, Suite 200, Brookfield, WI 53005
Surety - Contract Mailing Address



By: 
Attorney in Fact or Agent
Terence R. Geszvain, Attorney-in-Fact

NOTE: The affidavit on the following page must be properly executed before this bond will be approved. Date of bond must not be prior to date of contract. If Contractor is Partnership, all partners shall execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the state where the project is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That:

RAMS Contracting, Ltd.

(Name of Contractor)

P.O. Box 398 / 20079 West Main Street, Lannon, WI 53046

(Address of Contractor)

a

Corporation

(Corporation, Partnership or Individual)

hereinafter called Principal, and

Old Republic Surety Company

(Name of Surety)

445 S. Moorland Road, Suite 200, Brookfield, WI 53005

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

The Community Development Authority of the City of West Allis

(Name of Owner)

7525 West Greenfield Avenue, West Allis, WI 53214

(Address of Owner)

hereinafter called Owner, in the penal sum of Thirty-Six Thousand Eight Hundred and 00/100 -----
dollars (\$ 36,800.00) in lawful money of the United States, for the payment of which
sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors,
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION Is such that whereas, the Principal entered into a certain
contract with the Owner dated the 7th day of October, 20 15, a copy of which is
hereto attached and made a part hereof for the construction of:

1445 & 1501 South 113th Street Remedial Excavation in the City of West Allis

2015 Project No. 1

NOW, THEREFORE, If the Principal shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said for, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED FURTHER That the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise 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 or to the work or to the specifications.

PROVIDED Further That no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, This instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the 8th day of October, 2015.

RAMS Contracting, Ltd. (SEAL)
Principal

By: Tammy M. Rislow
Title Tammy M. Rislow, Resident

P.O. Box 398 / 20079 West Main Street, Lannon, WI 53046
Address

Surety Witnesses:

Old Republic Surety Company
Surety



445 S. Moorland Road, Suite 200, Brookfield, WI 53005
Surety - Contract Mailing Address

Henry Carlstro

By: Terence R. Geszvain
Attorney in Fact or Agent
Terence R. Geszvain, Attorney-in-Fact

NOTE: The affidavit on the following page must be properly executed before this bond will be approved. Date of bond must not be prior to date of contract. If Contractor is Partnership, all partners shall execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the state where the project is located.

CONTRACTORS CERTIFICATES OF INSURANCE AND LIABILITY

AFFIDAVIT
(With Payment Bond)

STATE OF WISCONSIN)
) SS.
Waukesha

Terence R. Geszvain, being first duly sworn,

on oath deposes and says that he/she is Attorney-in-Fact
(attorney in fact)

Old Republic Surety Company
(Bonding Company)
(or agent)

and is duly authorized to sign for and on behalf of said company, surety on the attached

contract, executed by RAMS Contracting, Ltd.

(Contractor)

Affiant further deposes and says that no official or employee of the Community Development Authority
of the City of West Allis has any interest, directly or indirectly, or is receiving any premium, commission,
fee or other thing of value, on account of the sale or furnishing of this bond, undertaking or contract of
indemnity, guaranty or suretyship, in connection with the above mentioned contract.

Handwritten signature of Terence R. Geszvain

(Signature)

Terence R. Geszvain, Attorney-in-Fact

Subscribed and sworn to before me

this 8th day of October, 2015.

Handwritten signature of Melissa Babiak
Notary Public, State of Wisconsin



My Commission: May 31, 2019

Attach hereto the Certificate of Insurance covering the following policies:

- 1. Compensation insurance.
2. Public liability, property damage and contractual liability insurance.
3. Insurance against special hazards.

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

RANDY L. BREHMER, CYNTHIA J BREHMER, LAWRENCE A MICHAEL, TERENCE R. GESZVAIN, JASON A. BRAATZ, MELISSA BABIAK, CHRIS BREHMER, LINDA PUPP, JOHN CHARLES SLATTERY, OF BUTLER, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF FIFTEEN MILLION DOLLARS (\$15,000,000) ----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.


RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

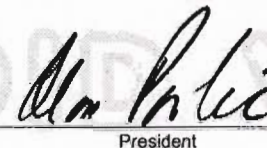
RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 11TH day of AUGUST, 2015.

OLD REPUBLIC SURETY COMPANY


Assistant Secretary

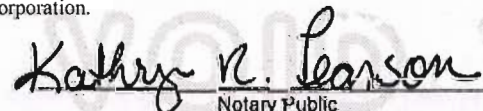



President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 11TH day of AUGUST, 2015, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public
My commission expires: 9/28/2018

CERTIFICATE

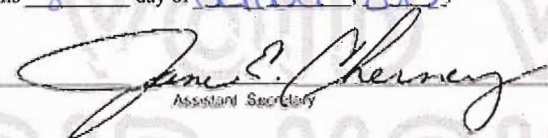
I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

(Expiration of notary commission does not invalidate this instrument)

24-4544

Signed and sealed at the City of Brookfield, WI this 8th day of October, 2015.




Assistant Secretary

THE BREHMER AGENCY, INC

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

SECTION 9

Waiver of Insurance Requirements

Pursuant to the provisions of Policy 1102, section 5.4.2, the undersigned hereby consent to insurance limits that differ from the standard City requirements for the following contract:

RAMS CONTRACTING, LTD.

The different insurance requirements approved are as follows:

Waiving the Notice of Cancellation as the project will be completed in a three day period.


Department Head

Date 10-8-15


City Attorney

Date 10-9-15


City Administrator

Date 10-9-15



CERTIFICATE OF LIABILITY INSURANCE

RAMSC-1 OP ID: LCH

DATE (MM/DD/YYYY)

10/08/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RC INSURANCE SERVICES, INC. 1320 Walnut Ridge Dr., Ste 200 Hartland, WI 53029 Joseph G. Dundon	CONTACT NAME: Joseph G. Dundon
	PHONE (A/C, No., Ext): 262-367-8611 FAX (A/C, No.): 262-367-8529
E-MAIL ADDRESS:	
ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: United Fire Group	NAIC #
INSURED Rams Contracting, Ltd. PO Box 398 Lannon, WI 53046	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	60456317	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			60456317	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			60456317	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
							\$
							DED <input checked="" type="checkbox"/> RETENTION \$ 0
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	60456317	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Railroad Protectiv			20321544	05/18/2015	05/18/2016	Occurrence 2,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Community Development Authority of the City of West Allis, The City of West Allis, its officers (elected and appointed) employees, agents and volunteers are named as additional insured under the General Liability on a primary and non-contributory basis, including ongoing and completed operations coverage when required by written contract. A waiver of subrogation... (continued)

CERTIFICATE HOLDER**CANCELLATION**

CITYOFW

Community Development
Authority of the City of
West Allis
7525 W. Greenfield Avenue
West Allis, WI 53214

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NOTEPAD:

HOLDER CODE CITYOFW
INSURED'S NAME Rams Contracting, Ltd.

RAMSC-1
OP ID: LCH

PAGE 2
Date 10/08/2015

A waiver of subrogation applies in favor of the additional insureds in regards to General Liability when required by written contract. A 30 day Notice of Cancellation applies except for reason of nonpayment of premium. In that case, a 10 day Notice of Cancellation applies.

EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT**COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

- * Coverage for non-owned watercraft is extended to 51 feet in length
- * Voluntary Property Damage Coverage
\$5,000 Occurrence with a \$10,000 Aggregate
- * Care, Custody and Control Property Damage Coverage
\$25,000 Occurrence with a \$100,000 Aggregate - \$500 Deductible
- * Product Recall Expense
\$25,000 Each Recall Limit with a \$50,000 Aggregate - \$1,000 Deductible
- * Water Damage Legal Liability - \$25,000
- * Increase in Supplementary Payments: Bail Bonds to \$1,000 and Loss of Earnings to \$500
- * For newly formed or acquired organizations - extend the reporting requirement to 180 days
- * Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You
- * Automatic Additional Insured - Vendors
- * Automatic Additional Insured - Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- * Automatic Additional Insured - Managers or Lessor of Premises
- * Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
- * Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
- * Additional Insured - Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
- * Additional Insured - Employee Injury to Another Employee
- * Primary and Non-Contributory Additional Insured - Limited Parties
- * Contractors Blanket Additional Insured - Limited Products - Completed Operations Coverage
- * Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- * Automatically included - Aggregate Limits of Insurance (per location)
- * Automatically included - Aggregate Limits of Insurance (per project)
- * Knowledge of occurrence - Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- * Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- * Liberalization Condition
- * Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- * Blanket Waiver of Subrogation
- * Property Damage - Borrowed Equipment
- * Property Damage Liability - Elevators
- * Bodily Injury Redefined
- * Extended Property Damage
- * Damage to Media Legal Liability - \$50,000
- * Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program - Limited Coverage
- * "Insured Contract" redefined for Limited Railroad Contractual Liability

REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 17 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

The Following changes are made to 2. Exclusions:

Extended Property Damage

Exclusion 2.a.: Expected or Intended Injury is replaced with the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Extended Watercraft Coverage

Exclusion g.(2) is deleted and replaced by the following:

g.(2) A watercraft you do not own that is:

- (a) Less than 51 feet long;
- (b) Not being used to carry persons or property for a charge;

Property Damage Liability- Borrowed Equipment

The following is added to Exclusion j.:

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one borrowed equipment item under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

Property Damage Liability - Elevators

The following is added to Exclusion j.:

Under Paragraph 2. Exclusions of Coverage A. "Bodily Injury" and "Property Damage" Liability Paragraphs 3,4 & 6 of this exclusion do not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

The last paragraph of Item 2. Exclusions is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of this owner. A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

THE FOLLOWING COVERAGES ARE ADDED:

Voluntary Property Damage Coverage

The insurance provided under Coverage A (Section I) is amended to include "property damage" to property of others caused by the insured:

- a. While in your possession; or
- b. Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this Voluntary Property Damage Coverage only:

1. Exclusion j. Damage to Property under Coverage A (Section I) is deleted and replaced by the following:

j. Damage to Property

"Property damage" to:

- (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;
- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

Care, Custody and Control Property Damage Coverage

For the purpose of this Care, Custody and Control Property Damage Coverage only:

1. Item (4) of Exclusion j. of Coverage A (Section I) does not apply.

COVERAGE M. DAMAGE TO MEDIA LEGAL LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of damage to "electronic data" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "electronic data" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited to \$50,000.

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage or any other applicable coverage or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to damages to "electronic data" only if:

(1) The damage to "electronic data" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The damage to "electronic data" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the damage to "electronic data" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the damage to "electronic data" occurred, then any continuation, change or resumption of such damage to "electronic data" during or after the policy period will be deemed to have been known prior to the policy period.

c. Damage to "electronic data" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that damage to "electronic data" after the end of the policy period.

d. Damage to "electronic data" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1 of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all or any part, of the damage to "electronic data" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the damage to "electronic data"; or

(3) Becomes aware by any other means that damage to "electronic data" has occurred or has begun to occur.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

Damage to "electronic data" expected or intended from the standpoint of the insured.

b. Contractual Liability

Damage to "electronic data" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

c. Pollution

Damage to "electronic data" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

d. Aircraft, Auto, Watercraft or Mobile Equipment

Damage to "electronic data" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.

e. War

Damage to "electronic data" however caused, arising directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, evolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

f. Damage To Property

Damage to "electronic data" that is:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Property loaned to you;
- (3) Personal property in the care, custody or control of the insured;
- (4) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (5) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

g. Damage To Your Product

Damage to "electronic data" in "your product" or arising out of it or any part of it.

h. Damage To Your Work

Damage to "electronic data" in "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

i. Damage To Impaired Property Or Property Not Physically Injured

Damage to "electronic data" in "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

j. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

k. Personal And Advertising Injury

Damage to "electronic data" arising out of "personal and advertising injury".

COVERAGE R. PRODUCT RECALL EXPENSE**1. Insuring Agreement**

- a. We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- b. We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III- LIMITS OF INSURANCE**

2. Exclusions

This insurance does not apply to "product recall expense" arising out of:

- a. Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- b. Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- c. The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.

- d. Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- e. Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- f. "Bodily Injury" or "Property Damage".
- g. Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- h. Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- i. Legal fees or expenses.
- j. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- k. "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.

COVERAGE W - WATER DAMAGE LEGAL LIABILITY

The Insurance provided under Coverage **W** (Section I) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

COVERAGE X – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A– Bodily Injury And Property Damage Liability :

This insurance does not apply to "bodily injury" or "property damage" arising out either your ongoing operations or operations included within the "products-completed operations hazard" for any "consolidated (Wrap-up) insurance program" which has been provided by the prime contractor / project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a consolidated (Wrap-up) insurance program:

- a. Provides coverage identical to that provided by this Coverage Part; or
- b. Has limits adequate to cover all claims

This exclusion does not apply if a "consolidated (Wrap-up) insurance program" covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

For purposes of this exclusion a "consolidated insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.

SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended to read **SUPPLEMENTARY PAYMENTS**; and

Items 1.b. and 1.d are amended as follows:

- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II- BROAD FORM NAMED INSURED

1. Section II – Who Is An Insured is amended to include as an insured any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period.
2. For the purpose of the coverage provided by this provision only, the following is added to Condition 4.b. Excess Insurance, under Section IV - Commercial General Liability Conditions: This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock.
3. This provision does not apply to a policy written to apply specifically in excess of this policy.

Item 4.a. is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

The following are added:

5. **Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction or Service Agreement With You**
 - a. Any person or organization for whom you are performing operations when you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of "your work" at the location designated and described in the written contract or written agreement performed for that person or organization for your ongoing operations and liability included in the "products-completed operations hazard". A person's or organization's status as an insured for your ongoing operations under this endorsement ends when your operations for that insured are completed.
 - b. When coverage provided under this endorsement applies to "bodily injury" or "property damage" arising out of the "products-completed operations hazard":
 - (1) Such coverage will not apply subsequent to the first to occur of the following:
 - (i) The expiration of the period of time required by the written contract or written agreement;
 - (ii) Five years from the completion of "your work" on the project that is the subject of the written contract or written agreement.
 - (iii) The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".
 - (2) Such coverage will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section III – LIMITS OF INSURANCE**.
 - c. With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

6. Additional Insured - Vendors

Any person or organization (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products", which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

a. The insurance afforded the vendor does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part of container, entering into, accompanying or containing such products.

7. Additional Insured - Lessor of Leased Equipment - Automatic Status When Required in Lease Agreement With You

a. Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured, but only with respect to your liability arising out of the maintenance, operation or use of such leased equipment which may be imputed to that person or organization as the lessor of equipment. A person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

b. With respect to the insurance afforded these additional insureds, the following additional exclusion apply:

- (1) To any "occurrence" which takes place;
- (2) To "bodily injury" or "property damage" arising out of the sole negligence of such person or organization.

8. Additional Insured - Managers or Lessors of Premises

Any person or organization, but only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to any:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of any person or organization.

9. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured

Coverage is provided only when the insured is contractually required to add the engineer, architect or surveyor. Coverage is provided with respect to your liability for "bodily injury" or "property damage" or "personal and advertising injury" directly arising out of:

- a. Your acts or omissions; or
- b. Your acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for that additional insured(s).

10. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision when you have agreed in writing in a contract or agreement that such entities be added as an additional insured on your policy subject to the following provisions:

- a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
- b. This insurance does not apply to:
 - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (2) "Bodily injury" or "property damage" included within the "projects-completed operations hazard".

11. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors

- a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies. This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection

12. Additional Insured - Employee Injury to Another Employee

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph 2.a.(1) of this section is amended to read:

- (1) "Bodily injury" or "personal and advertising injury"
 - a. To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
 - b. For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
 - c. Arising out of his or her providing or failing to provide professional healthcare services. Paragraph 3.a. is deleted.

For the purpose of this **Item 12** only, a position is deemed to be supervisory in nature if that person performs principal work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

13. Applicability of Additional Insured Coverage

- A. Commercial General Liability Conditions (Section IV), Paragraph 4. (Other Insurance) is deleted and replaced by the following:

4. Other Insurance

If valid and collectible "other insurance" is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary and non-contributory for those parties listed below:

- (1) Owners, Lessors or Contractors when required in written construction agreement with you.
- (2) Manager or Lessors of Premises when required in written lease agreement with you.
- (3) Engineers, Architects or Surveyors not engaged by the named insured when required in written construction agreement with you.
- (4) State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

For all other insureds this insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insurance" by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";

- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury and Property Damage Liability; or
- (5) That is available to the insured when the insured is an additional insured under any other policy, including any umbrella or excess policy.
- (6) That is provided to any person or organization who qualifies as an additional insured herein, except when you and that person or organization have agreed in writing that this insurance shall be primary.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit". If no provider of "other insurance" defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

When this insurance is excess over "other insurance", we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

B. As a condition of coverage under this endorsement, each additional insured must:

- a. Give us prompt written notice of any "occurrence" which may result in a claim and prompt written notice of "suit".
- b. Immediately forward all legal papers to us, cooperate in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with policy conditions.
- c. Tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this endorsement. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For the purpose of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.
- d. Agree to make available any other insurance that the additional insured has for a loss we cover under this endorsement.

- C. For the purposes of this insurance coverage provided by this **Item 13** only, the following definition is added to DEFINITIONS (Section V):

"Other Insurance":

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:
 - (1) Another insurance company;
 - (2) Us or any of our affiliated insurance companies, except when the Non-cumulation of Each Occurrence Limit section of Paragraph 5 LIMITS OF INSURANCE (Section III) or the Non-cumulation of Personal and Advertising Injury limits sections of Paragraph 4 of LIMITS OF INSURANCE (Section III) applies;
 - (3) Any risk retention group;
 - (4) Any self-insurance method or program, other than any funded by you and over which the Coverage Part applies; or
 - (5) Any similar risk transfer or risk management method.
- b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Coverage Part.

SECTION III - LIMITS OF INSURANCE

Items 2, 3, and 6 are deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard",
 - c. Damages under Coverage B; and
 - d. Damages under Coverage W.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and Coverage R.
6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

The following are added:

8. Subject to 5. above, \$25,000 is the most we will pay for Under Coverage W for Water Damage Legal Liability.
9. **Coverage R - Product Recall Expense**

Aggregate Limit \$50,000

Each Product Recall Limit \$25,000

- a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.
- b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

10. Aggregate Limits of Insurance (Per Location)

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. Aggregate Limits of Insurance (Per Project)

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

- 12. Subject to 5. above, a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under Coverage A for damages because of "property damage" covered under Voluntary Property Damage Coverage.
- 13. Subject to 5. above, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under Care, Custody and Control Coverage regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

Condition 2., Items a. and b. are deleted and replaced by the following:

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" took place;

- (2) The names and addresses of any injured persons and witnesses, and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

Condition 2.c.(5) is added:

- (5) Upon our request, replace or repair the property covered under Voluntary Property Damage Coverage at your actual cost, excluding profit or overhead.

Conditions 10., 11. and 12. are added:

10. Blanket Waiver Of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

- 11. If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.
- 12. Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

The following conditions are added in regard to Coverage R - Product Recall Expense

In event of a "product recall", you must

- 1. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- 2. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- 3. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- 4. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- 5. Cooperate with us in the investigation or settlement of any claim.

6. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

The following conditions are applicable only to coverage afforded by reason of the redefining of an "insured contract" :

1. Railroad Protective Liability coverage provided by ISO form CG 0035 with minimum limits of \$2,000,000 per occurrence and a \$6,000,000 general aggregate limit must be in place for the entire duration of any project.
2. Any amendment to the Other Insurance condition of form CG 0035 alters the primacy of the coverage or which impairs our right to contribution will void any coverage afforded by the redefined "insured contract" language.
3. For the purposes of the Other Insurance condition of form CG 0035 you, the named insured, will be deemed to be the designated contractor.

SECTION V - DEFINITIONS

The following is added to Item 12. Mobile Equipment

- e. Vehicles with equipment for snow removal, road maintenance and street cleaning less than 1,000 lbs. GVW.

The following definitions are added for this endorsement only:

3. Bodily Injury Redefined .

Under V - Definitions, definition 3. is deleted and replaced with the following:

3. "bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

9. "Insured Contract" Redefined

Under V - Definitions, 9.c. is deleted and replaced with the following:

- c. Any easement of license agreement;

AND

f(1). is deleted

23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:
 - (1) The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and
 - (2) Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:
 - (a) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or
 - (b) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.

25. "Product recall expense" means reasonable and necessary expenses for:

- (1) Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.
- (2) Transporting recalled products from any purchaser, distributor or user, to locations designated by you.
- (3) Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.
- (4) Transportation and accommodation expense incurred by your employees.
- (5) Rental expense incurred for temporary locations used to store recalled products.
- (6) Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.
- (7) Transportation expenses incurred to replace recalled products.
- (8) Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.

These expenses must be incurred as a result of a "product recall".