

**Agenda**  
**Public Works Committee Meeting**  
**625 52<sup>nd</sup> Street, Room 202**  
**Monday, August 8, 2016**  
**5:30 PM**

Chairperson David F. Bogdala  
Vice Chairperson Mitchell Pedersen  
Aldersperson Jesse Downing

Aldersperson John Fox  
Aldersperson Kevin E. Mathewson  
Aldersperson G. John Ruffolo

Call to Order  
Roll Call  
Citizens Comments

Approval of the minutes of the meeting held on July 25, 2016.

1. Request from Robert Pozza (622 77<sup>th</sup> Street) for paved carriage walk. (District 12)
2. Award of Contract for Project 16-1211 Municipal Office Building – Air Handler Replacement (625 52<sup>nd</sup> Street) to J & H Hearing, Inc. (Port Washington, Wisconsin) in the amount of \$74,000.00. (District 2)
3. Distribution Easement Agreement with We Energies for Parcels 08-222-29-400-001 (4071 88<sup>th</sup> Avenue) and 08-222-32-101-004 (9900 52<sup>nd</sup> Street). (District 16) (Airport Commission 4-Ayes, 0-Noes)
4. Intergovernmental Cooperation Agreement between the Village of Somers and the City of Kenosha Regarding Reconstruction of 27<sup>th</sup> Street and Resurfacing of 28<sup>th</sup> Street.
5. Acceptance of Project 15-1529 Uptown Library Basement Renovation – Tile and Base (2419 63<sup>rd</sup> Street) which has been satisfactorily completed by Dickow-Cyzak Tile Co. (Kenosha, Wisconsin). The final amount of the contract is \$21,685.00. (District 3) (Library Board 6-Ayes, 0-Noes)
6. Approval of Settlement Agreement by and between the City of Kenosha, Wisconsin with Magill Construction Company, Inc.  
CLOSED SESSION: The Public Works Committee may go into Closed Session regarding this item, pursuant to §19.85(1)(g), Wisconsin Statutes to confer with legal counsel regarding this matter. The Public Works Committee may or may not reconvene into open session.

#### ALDERPERSONS' COMMENTS

*IF YOU ARE DISABLED AND NEED ASSISTANCE, PLEASE CALL 653-4050 BY NOON BEFORE THIS MEETING TO MAKE ARRANGEMENTS FOR REASONABLE ON-SITE ACCOMMODATIONS.*

PUBLIC WORKS COMMITTEE  
- MINUTES -

MONDAY, JULY 25, 2016  
5:30 PM

Chairperson David F. Bogdala  
Vice Chairperson Mitchell Pedersen  
Aldersperson Jesse Downing

Aldersperson John Fox  
Aldersperson Kevin E. Mathewson  
Aldersperson G. John Ruffolo

The regular meeting of the Public Works Committee was held on Monday, July 25, 2016 in Room 202 of the Municipal Building. At roll call the following members were present: Chairperson David F. Bogdala, Vice Chairperson Mitchell Pedersen, Alderspersons John Fox, Kevin E. Mathewson, Jesse Downing and G. John Ruffolo. The meeting was called to order at 5:44 PM. Staff members in attendance were Shelly Billingsley, Director of Public Works; Ryan Spackman, Senior Civil Engineer; Greg Holverson, Assistant City Engineer; Matthew Knight, Deputy City Attorney; Barbara Brattin, Public Library Director; Mayor John Antaramian; Aldersperson Anthony Kennedy; Aldersperson Jack Rose and Aldersperson Curt Wilson.

Three citizens spoke during Citizen's Comments – Laura Ervin, Roy Warnock, and Jaime Forsythe.

Approval of minutes of regular meeting held on July 11, 2016.

It was moved by Aldersperson Mathewson, seconded by Aldersperson Pedersen to approve. Motion passed 6-0.

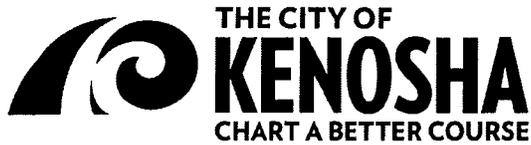
1. Resolution by the Committee on Public Works – To Order the Cost of Public Sidewalk and/or Driveway Approach Construction and/or Replacement to be Specially Assessed to Abutting Property for Project 16-1015 39<sup>th</sup> Avenue Resurfacing (39<sup>th</sup> Avenue – 75<sup>th</sup> Street to 80<sup>th</sup> Street). (Districts 13 & 14)  
Public Hearing: Laura Ervin spoke.  
Staff: Shelly Billingsley spoke.  
It was moved by Aldersperson Ruffolo, seconded by Aldersperson Downing to approve. Motion passed 6-0.
2. Request from Ark Apartments, LLC for paved carriage walks at 4007 45<sup>th</sup> Street. (District 10) (deferred from the July 11, 2016 meeting)  
Public Hearing: Aldersperson Anthony Kennedy spoke.  
It was moved by Aldersperson Ruffolo, seconded by Aldersperson Downing to defer for two weeks.  
Staff: Shelly Billingsley and Ryan Spackman spoke.  
Motion to defer for two weeks carried 5-1 with Aldersperson Mathewson voting no.
3. Award of Contract for Project 16-1014 Concrete Street Repairs (Birch Road at 22<sup>nd</sup> Avenue) to LaLonde Contractors, Inc., (Waukesha, Wisconsin) in the amount of \$226,000.00. (District 4)  
Staff: Shelly Billingsley spoke.  
It was moved by Aldersperson Downing, seconded by Aldersperson Pedersen to approve. Motion passed 6-0.
4. Award of Contract for Project 16-1015 39<sup>th</sup> Avenue Resurfacing (39<sup>th</sup> Avenue – 75<sup>th</sup> Street to 80<sup>th</sup> Street) to Stark Pavement Corp., (Brookfield, Wisconsin) in the amount of \$719,710.00. (Districts 13 & 14) (referred to SWU)  
Staff: Shelly Billingsley spoke.  
It was then moved by Aldersperson Downing, seconded by Aldersperson Pedersen to approve. Motion passed 6-0.

5. Award of Contract for Project 16-1532 Northside Library Roof (1500 27<sup>th</sup> Avenue) to Carlson Racine Roofing & Sheet Metal, Inc. (Racine, Wisconsin) in the amount of \$192,500.00. (Library Board – 6 Ayes: 0 Noes) (District 4)  
Staff: Barbara Brattin answered questions.  
It was moved by Alderperson Mathewson, seconded by Alderperson Pedersen to approve. Motion passed 6-0.
6. Intergovernmental Agreement Jurisdictional Transfer of Roadway between County of Kenosha, Wisconsin and City of Kenosha, Wisconsin for Part of County Truck Highway “S”. (CP – 9 Ayes: 0 Noes)  
Staff: Shelly Billingsley spoke.  
It was moved by Alderperson Mathewson, seconded by Alderperson Downing to approve. Motion passed 6-0.
7. Resolution by Finance Committee – Resolution to Levy Special Assessments Against Benefited Property Based Upon Final Construction Costs Respecting Improvements in the Right-Of-Way (Sidewalks and/or Driveway Approaches) for Project 13-1016 Resurfacing Phase III (34<sup>th</sup> Avenue – 86<sup>th</sup> Place to 88<sup>th</sup> Place, 44<sup>th</sup> Avenue Cul-de-Sac south of 87<sup>th</sup> Place, 87<sup>th</sup> Place Cul-de-Sac west of 42<sup>nd</sup> Avenue) (Districts 9 & 14) (referred to Finance)  
Staff: Shelly Billingsley spoke.  
It was moved by Alderperson Mathewson, seconded by Alderperson Pedersen to approve. Motion passed 6-0.
8. Award of Contract for Project 16-1431 Dream Playground Surface Removal and Installation (2820 14<sup>th</sup> Avenue) to Bluemel’s Maintenance Service, Inc. (Greenfield, Wisconsin) in the amount of \$650,000.00. (District 1)  
Staff: Shelly Billingsley and Matthew Knight spoke.  
It was moved by Alderperson Mathewson, seconded by Alderperson Downing to approve. Motion passed 6-0.

ALDERPERSON COMMENTS:

1. Alderperson Ruffolo spoke about the bidders and the difference in bids on projects.

*ADJOURNMENT – There being no further business to come before the Public Works Committee, it was moved, seconded and unanimously approved to adjourn the meeting at 6:28 PM.*



SHELLY BILLINGSLEY, MBA, PE  
Director of Public Works

August 5, 2016

To: David F. Bogdala, Chairperson  
Public Works Committee

From: Shelly Billingsley, MBA, PE  
Director of Public Works

*Shelly Billingsley* 8-5-16

Subject: Request from Robert Pozza for Paved Carriage Walk (622 77<sup>th</sup> Street) (District 12)

**BACKGROUND INFORMATION**

The Kenosha Water Utility had a project on 77<sup>th</sup> Street – 6<sup>th</sup> Avenue to 7<sup>th</sup> Avenue as a result all carriage walks were removed per current policy. Robert Pozza of 622 77<sup>th</sup> Street is requesting to have a paved carriage walk due to handicapped needs.

**RECOMMENDATION**

Staff recommends approval of a paved carriage walk to be installed and paid for by the owner.

SAB/kjb

July 20, 2016

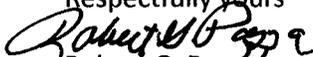
Dear Shelly,

It has been called to my attention that I must speak for the retainment of my carriage pathway In front of my residence at 622 77<sup>th</sup> Street. This pathway serves our needs to the entrance of Our home and is handicapped accessible for our handicap needs. It is located in the middle of Our property and in case of emergency would accommodate us punctually. In the winter time It would be more accommodating and is necessary for us.

It would be to our satisfaction that this carriage pathway be installed as it was before the Reconstruction of 77<sup>th</sup> Street. It would better meet our needs.

Thank you very much to your consideration to this matter.

Respectfully yours

  
Robert G. Pozza

# Carriage Walk Replacement

622 77th St - 06-123-07-103-014



6ft Parkway

77TH ST



SHELLY BILLINGSLEY, MBA, PE  
Director of Public Works

August 5, 2016

To: David F. Bogdala, Chairperson  
Public Works Committee

From: Shelly Billingsley, MBA, PE  
Director of Public Works

*Shelly Billingsley* 8-5-16

Subject: Project: 16-1211 Municipal Office Building Air Handler Replacement  
Location: 625 52<sup>nd</sup> Street

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$65,000.00. Budget amount is \$74,000.00.

This project consists of replacement of three air handlers and associated condensers, replacement of coolant lines, connection to existing electrical system, reconnection of ductwork and repair of drywall and acoustic tile ceiling, replacement and reconnection of existing building automation system components, and commissioning of new system.

**Following is the list of bidders:**

Contractor	Base Bid	Alternate 1
J & H Heating, Inc.	\$64,700.00	No Charge

It is recommended that this contract be awarded to J & H Heating, Inc. for the base bid amount of \$64,700.00 plus Alternate 1 (Refrigerant Piping Replacement) for No Charge plus \$9,300.00 in contingency for unforeseen conditions (if needed), for total award amount of \$74,000.000. Funding is from CIP Line Item OT-07-004.

SAB/kjb

**DISTRIBUTION EASEMENT  
UNDERGROUND**

Document Number

WR NO.      **3926691**      IO NO.    **5445**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **THE CITY OF KENOSHA**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY**, a Wisconsin corporation doing business as **We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as strips of land 12 feet in width being a part of the grantor's premises located in the **Southeast ¼ of Section 29, Township 2 North, Range 22 East**, City of Kenosha, Kenosha County, Wisconsin.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:  
We Energies  
PROPERTY RIGHTS & INFORMATION GROUP  
231 W. MICHIGAN STREET, ROOM A252  
PO BOX 2046  
MILWAUKEE, WI 53201-2046

1. **Purpose:** The purpose of this easement is to install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

08-222-29-400-001 &  
08-222-32-101-004  
(Parcel Identification Numbers)

**Grantor:**

**THE CITY OF KENOSHA**

By \_\_\_\_\_

(Print name and title): \_\_\_\_\_

By \_\_\_\_\_

(Print name and title): \_\_\_\_\_

Personally came before me in \_\_\_\_\_ County, Wisconsin on \_\_\_\_\_, 2016,

the above named \_\_\_\_\_, the \_\_\_\_\_

and \_\_\_\_\_, the \_\_\_\_\_

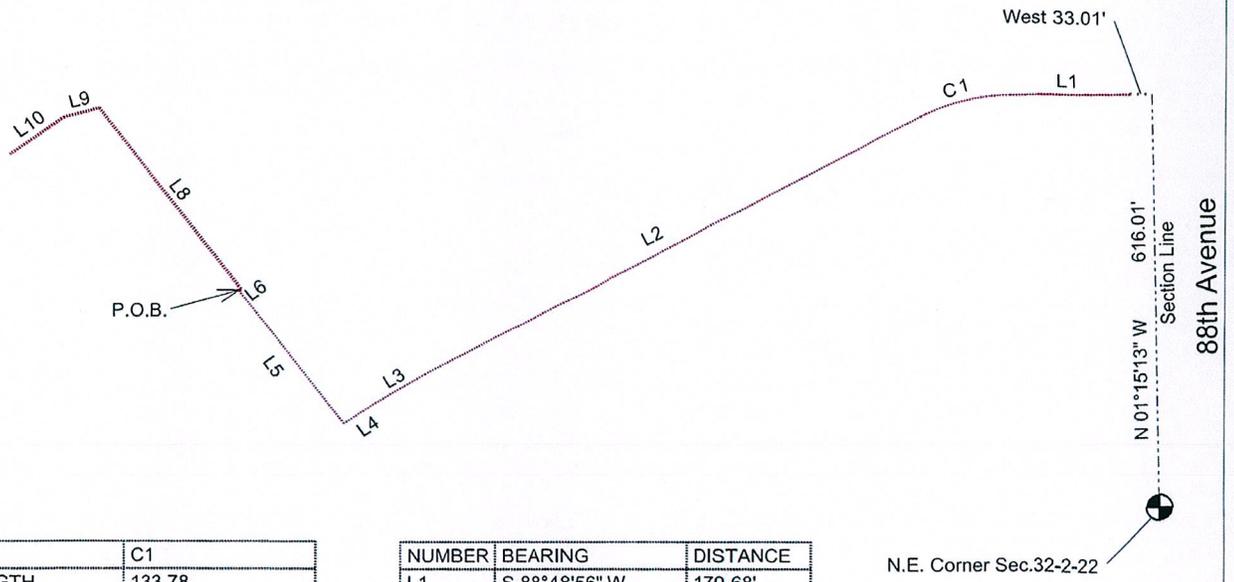
of **THE CITY OF KENOSHA**, for the municipal corporation.

\_\_\_\_\_  
Notary Public Signature, State of Wisconsin

\_\_\_\_\_  
Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires \_\_\_\_\_



NUMBER	C1
ARC LENGTH	133.78
DELTA ANGLE	27°16'12"
CHORD DIRECTION	S 75°42'05" W
RADIUS	281.09
CHORD LENGTH	132.53

NUMBER	BEARING	DISTANCE
L1	S 88°48'56" W	170.68'
L2	S 62°06'12" W	822.43'
L3	S 58°53'39" W	83.15'
L4	S 55°20'52" W	54.01'
L5	N 37°41'58" W	252.68'
L6	N 51°58'39" E	4.00'
L8	N 37°50'32" W	339.80'
L9	S 74°45'09" W	55.00'
L10	S 54°18'28" W	95.03'

N.E. Corner Sec.32-2-22

————— = C/L EXISTING WE-ENERGIES EASEMENT  
 - - - - - = C/L 12' WIDE WE-ENERGIES EASEMENT



**EXHIBIT "A"**

SE ¼ SEC 29, T2N, R22E  
 CITY OF KENOSHA, KENOSHA COUNTY  
 WISCONSIN

DRAWN BY: TIMOTHY JOHNSON  
 DATE: 7-12-2016  
 WR NUMBER: 3926691  
 REVISIONS: \_\_\_\_\_  
 \_\_\_\_\_

	ELEC WR	KR 3926691	
	GAS WR		
CITY / TOWN / VILLAGE: C/Kenosha CUST/PROJ NAME: American Industrial Heat Transfer PROJECT LOCATION: 4126 91 St.			
WORK DESCRIPTION: new 400A 277/480V underground service			
PREPARED BY: James Ballard E-MAIL:			
OFFICE #:	262-552-3228	CELL #:	262-945-1702
PAGER #:		IO #:	5445
PROJECT ID:		DGS #:	
DATE PREPARED:	8/28/16	DATE REVISED:	
<b>COMMON INFORMATION</b> STAKING REQUIREMENTS: MAIN / SERVICE IN EASEMENT: <input checked="" type="checkbox"/> SURVEYOR <input type="checkbox"/> STAKED <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> DESIGNER <input type="checkbox"/> NOT NEEDED <input type="checkbox"/> YES <input type="checkbox"/> NO RESTORE PRIVATE PROPERTY: <input type="checkbox"/> WE ENERGIES <input checked="" type="checkbox"/> CUSTOMER WORK IS APPROX _____ FT. DIRECTION _____ OF CL OF _____ NEAREST CROSS STREET _____ <small>PL 50 FOR GAS SERVICE FEES</small>			
<b>ELECTRIC INFORMATION</b> OPER MAP #: 4249-7160 FEEDERLINE #: Z9376 CATV JOINT USE #: _____ TEL JOINT USE #: _____			
<b>PROPOSED GAS SERVICE INFORMATION</b> MTR SIZE: _____ MTR TYPE: _____ PRES: _____ <input type="checkbox"/> EPV SERV PIPE SIZE: _____ MATERIAL: _____ <input type="checkbox"/> RELIGHT <input type="checkbox"/> CURB VLV MTR LOC: _____ FT. _____ OF _____ CORNER <input type="checkbox"/> TE IN PIPING CONSTRUCTION TYPE: _____			

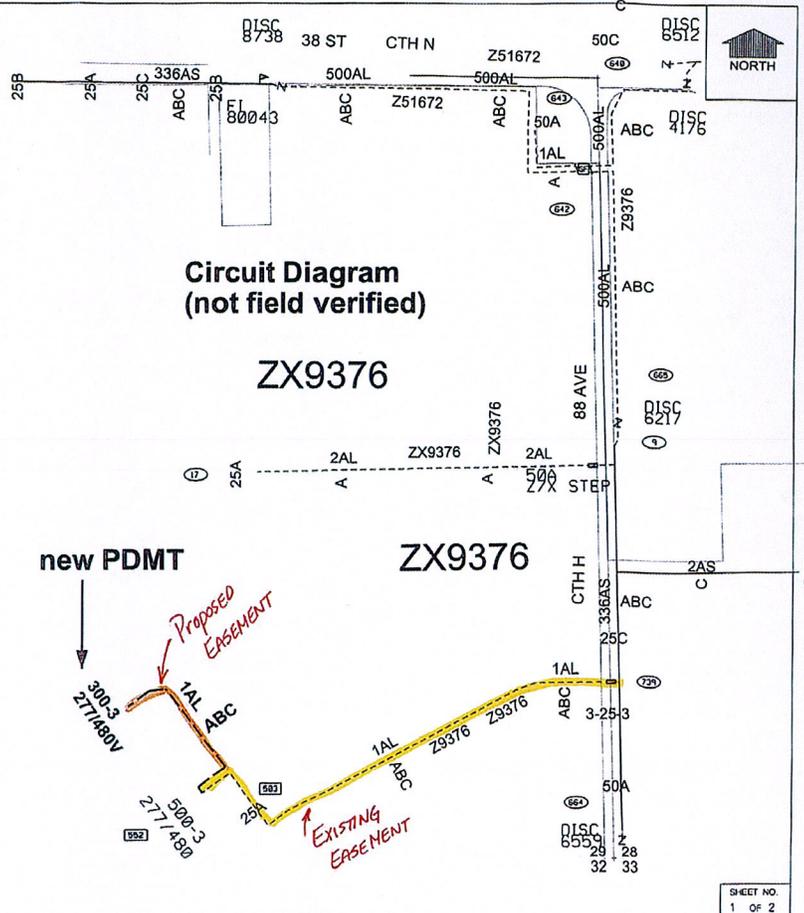
**JOB INFO:**  
 SECTION / TOWN / RANGE: SW1/4 SEC28, T 2N, R22E  
 SITE VISIT COMPLETED BY: James Ballard 262-552-3226  
 JOB OWNER: Allie Miller 262-552-3227

**MAIN CONTACTS**  
 CONTRACTOR/BUILDER: American Industrial Heat Transfer 847-731-1000  
 PLUMBER/ HVAC: Southport Heating 262-654-6630  
 ELECTRICIAN: ECI 262-658-1800  
 CUSTOMER: Gus Sarini 847-731-1000

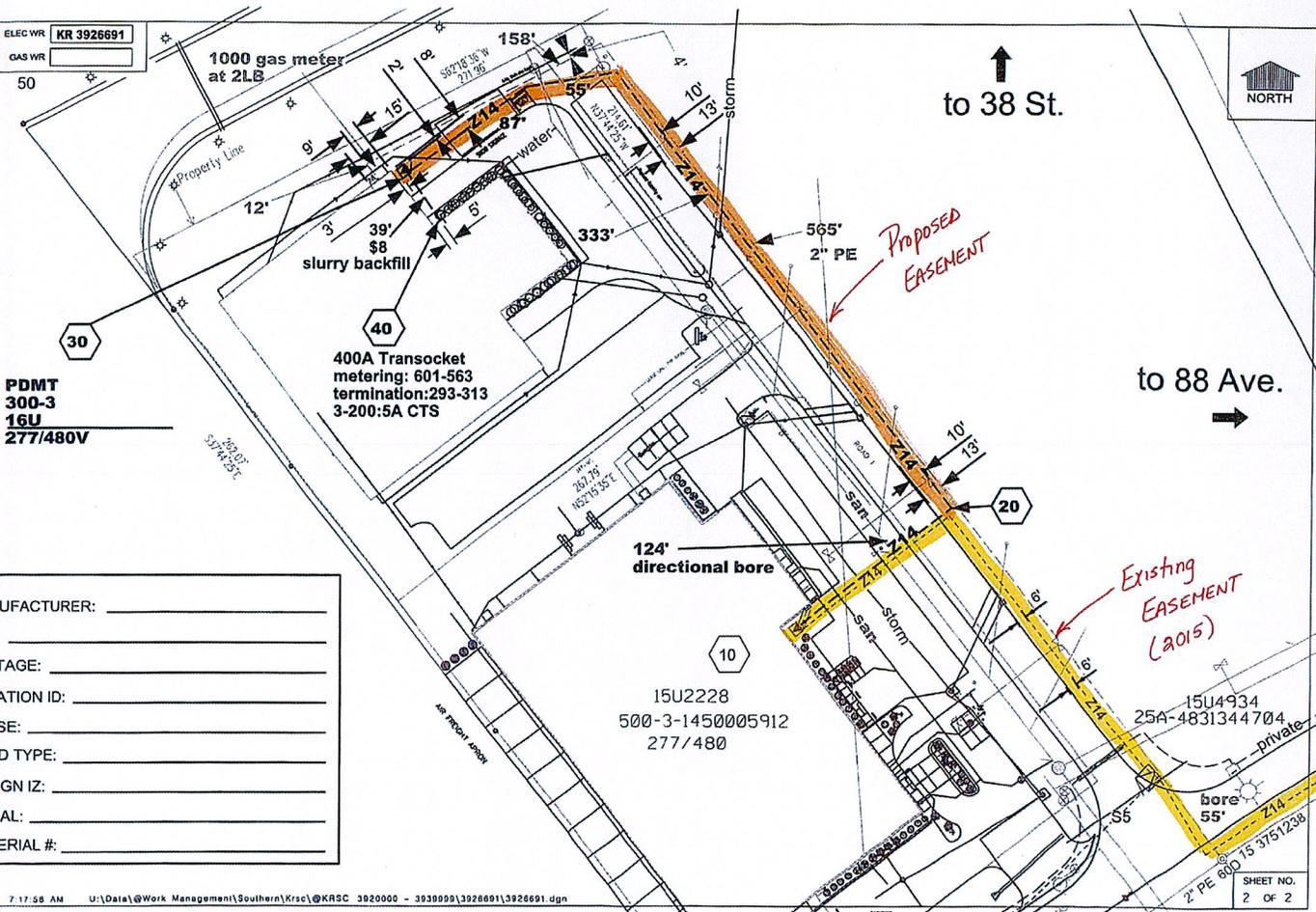
**CONTINGENCIES & COMMENTS:**  
 DIGGERS HOTLINE REQUIRED.  
 WE ENERGIES WILL NOT RESTORE.  
 WE ENERGIES WILL NOT HAUL SPOIL.  
 CUSTOMER IS REQUIRED TO LOCATE ALL PRIVATE UNDERGROUND FACILITIES PRIOR TO INSTALLATION.  
 WE ENERGIES IS NOT RESPONSIBLE FOR ROOT DAMAGE.

**CONSTRUCTION REMARKS:**

CUSTOMER'S SIGNATURE OF APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_



**W&E** ELEC YR KR 3926691  
 GAS YR



**PDMT**  
**300-3**  
**16U**  
**277/480V**

**400A Transocket**  
**metering: 601-563**  
**termination: 293-313**  
**3-200:5A CTS**

15U2228  
 500-3-1450005912  
 277/480

to 88 Ave.  
 →

↑  
 to 38 St.

MANUFACTURER: \_\_\_\_\_  
 KVA: \_\_\_\_\_  
 VOLTAGE: \_\_\_\_\_  
 LOCATION ID: \_\_\_\_\_  
 PHASE: \_\_\_\_\_  
 FLUID TYPE: \_\_\_\_\_  
 DESIGN IZ: \_\_\_\_\_  
 SERIAL: \_\_\_\_\_  
 MATERIAL #: \_\_\_\_\_

(Rev. 7/26/2016)

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE  
VILLAGE OF SOMERS AND THE CITY OF KENOSHA  
REGARDING RECONSTRUCTION OF 27<sup>th</sup> STREET  
AND RESURFACING OF 28<sup>th</sup> STREET**

This is an intergovernmental agreement made and entered into as of the 8 day of August, 2016, by and between the Village of Somers, a municipal corporation, located at 7511 12<sup>th</sup> Street, Kenosha, Wisconsin 53171 (herein referred to as "Village") and the City of Kenosha, a municipal corporation, located at 625 52<sup>nd</sup> Street, Kenosha, Wisconsin 53140 (herein referred to as "City").

**RECITALS**

WHEREAS, Wisconsin Statutes Section 66.0301 authorizes villages and cities as "municipalities" to contract for the joint exercise of any power or duty required or authorized by statute; and

WHEREAS, the Village and the City have long recognized that intergovernmental cooperation provide for the best delivery of high quality and efficient services to the public; and

WHEREAS, portions of the pavement of 27<sup>th</sup> and 28<sup>th</sup> Streets, public thoroughfares situated in boundary areas between the Town of Somers and the City are in need of reconstruction and resurfacing; and

WHEREAS, by Intergovernmental Agreement pursuant to §66.0301, Wis. Stats., the Town of Somers has delegated its responsibilities for the maintenance of public thoroughfares located within the Town to the Village and by advisory approval as described hereafter, consents to the terms and conditions of the intended purposes of this Agreement to occur on that portion of 27<sup>th</sup> and 28<sup>th</sup> Streets which is located within the Town of Somers; and

WHEREAS, both the Village and the City mutually agree that the reconstruction and resurfacing of those portions of 27<sup>th</sup> Street by rebuilding the road base and installation of asphalt surfacing and performing such appurtenant work as may be required in conjunction therewith is both beneficial and necessary to the use thereof; and

WHEREAS, both the Village and the City mutually agree that the milling and asphalt resurfacing of those portions of 28<sup>th</sup> Street is beneficial and necessary to the use thereof, it being specifically agreed that the road base, work which will be performed on 27<sup>th</sup> Street will not be performed on 28<sup>th</sup> Street under the terms of this Agreement. Drainage and related ditch work is not contemplated on 28<sup>th</sup> Street, however, positive drainage through the existing ditches will be ensured and shouldering and road striping will be compelled; and

WHEREAS, both the Village and the City mutually desire to participate in the costs of reconstructing and resurfacing 27<sup>th</sup> Street and resurfacing of 28<sup>th</sup> Street and to specify the amount of their respective financial participation and work to be performed by each party; and

WHEREAS, the Village and the City have entered into a Cooperative Plan under Section 66.0307, Wis. Stats., which provides for the orderly design and construction of public streets and related improvements in areas defined in such agreement to ultimately be transferred by attachment from the Village to the City; and

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, the receipt and sufficiency of which is mutually acknowledged, it is agreed as follows:

**1. LEAD AGENCY.**

The Village shall act as the lead agency for the administration of the public improvement contracts to be let in conjunction with the reconstruction and resurfacing of 27<sup>th</sup> Street and the resurfacing of 28<sup>th</sup> Street. To this end, the Village shall take such steps as are necessary to publicly bid the project, obtain qualified inspectors for inspections of the progress of the project, approve interim payments for work performed by selected contractors upon receipt of lien waivers for the same and shall provide accounting for all aspects of the project.

**2. PREPARATION OF PLANS AND SPECIFICATIONS.**

The Village shall be responsible for preparation of complete plans and specifications as well as related bid documents necessary to enable the Village to bid the project as a public works project under the applicable laws of the State of Wisconsin. The City has reviewed and approved the project limits and bid documents for the 27<sup>th</sup> Street reconstruction. The City shall review and approve all such project limits and bid documents prior to bidding for 28<sup>th</sup> Street.

**3. SCOPE OF PROJECT.**

The Village and the City intend to commence construction of the 27<sup>th</sup> Street project which includes rebuilding the road base and installation of asphalt surfacing and performing such appurtenant work as may be required as soon as practicable in calendar year 2016. The project shall commence at 39<sup>th</sup> Avenue eastward to 30<sup>th</sup> Avenue and its scope is as depicted generally on the attached Exhibit "A". The Village and the City intend to commence the resurfacing project for 28<sup>th</sup> Street which includes milling and asphalt resurfacing, shouldering, road striping and ensuring positive drainage through the existing ditches, during calendar year 2017. The project shall commence at 39<sup>th</sup> Avenue eastward to 30<sup>th</sup> Avenue and its scope is as depicted generally on the attached Exhibit "A".

**4. WAIVER OF COMPENSATION FOR IN-KIND CONTRIBUTIONS.**

Both the Village and the City waive any claim for compensation from each other for any in-kind contributions which are made towards the completion of either of the projects. In-kind contributions shall include, but shall not be limited to, the labor and materials necessary for the completion of plans and specifications or surveying for the project and the labor and materials necessary for the administration of the contract. The value of in-kind contributions shall not be calculated in determining total project costs.

5. **FUNDING.**

All project costs shall be borne equally between the Village and the City including, but not limited to, any unforeseen construction costs due to such issues as unstable soils, undercutting, right-of-way acquisitions or the like.

6. **INDEMNIFICATION BY VILLAGE.**

Village shall indemnify City and its agents and employees from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees in case it shall be necessary to file an action, that (a) arises out of performance by Village of its obligations herein; (b) is for bodily injury, illness or death, or for property damage, including the loss of use; and (c) is caused in whole or in part by the Village negligent act or omission or that of its agents and employees or anyone employed by them or for whose acts the Village may be liable.

7. **INDEMNIFICATION BY CITY.**

City shall indemnify Village and the Town of Somers and its agents and employees from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees in case it shall be necessary to file an action, that (a) arises out of performance by City of its obligations herein; (b) is for bodily injury, illness or death, or for property damage, including the loss of use; and (c) is caused in whole or in part by the City negligent act or omission or that of its agents and employees or anyone employed by them or for whose acts the City may be liable.

8. **NO THIRD PARTY BENEFICIARY.**

This Agreement is intended to be solely between the Village and the City and their respective successors and assigns. Nothing in this Agreement accords any third party any legal or equitable rights whatsoever which may be enforced by any nonparty to this Agreement.

9. **TERM.**

The term of this Agreement shall commence on the <sup>8</sup> first day of Aug. 2016 and shall continue until December 31, 2017, unless the parties choose to extend or renew its terms.

10. **AMENDMENT.**

This Agreement may be amended or extended only by written agreement approved by a majority vote of the members of the governing bodies of both parties, at a duly convened and noticed meeting at which a quorum is present.

11. **COMPLETE AGREEMENT.**

This Agreement represents the entire integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.

**12. SEVERABLE PROVISIONS.**

All of the Agreement's terms are intertwined and interconnected and shall not be severed or modified. It is agreed that the terms and provisions are interdependent. If any material party of this Agreement is held by a court of competent jurisdiction to be invalid or ineffective or if subsequently enacted federal or state law, rule or regulation renders any of the material terms of this Agreement unlawful, the parties shall have thirty (30) days in which to negotiate in good faith to remedy the unlawful or unenforceable provisions.

**13. ENFORCEABILITY.**

The parties have entered into this Agreement under the authority of Section 66.0301 of the Wisconsin Statutes. The parties agree that this Agreement be construed so as to be binding on their respective successors, agents and employees. The parties will not challenge the provisions of the Agreement or they that this Agreement be construed so as to be binding on their respective successors, agents and employees.

**14. NO WAIVER.**

The failure of any party to require strict performance with any provision of this Agreement will not constitute a waiver of the provision or of any of the parties' rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the party waiving the right. If any obligation of a party is being waived or released, the writing must be signed by all affected parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any party. Waivers and releases will affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other party that it not sign the waiver or release.

**15. PERFORMANCE STANDARD.**

This Agreement requires the parties to act or to refrain from acting on a number of matters. The parties hereby acknowledge that this Agreement imposes on them duty of good faith and fair dealing.

**16. AUTHORIZATION.**

By executing this Agreement, the parties below acknowledge that this Agreement was passed by duly authorized public meeting of the respective governing boards of the Village of Somers and the City of Kenosha wherein a quorum of Board members was present and a majority of such quorum voted in favor of the passage of a motion or resolution approving this Agreement. Such approvals as recited herein shall presumptively establish that the action of the Board shall also be binding upon the Village and the City, respectively. Such meetings were held at the Village or City Municipal Buildings, respectively, on the dates and times as follows:

Village of Somers Board meeting conducted on the 26 day of July, 2016, at 5:30 o'clock p.m.

City of Kenosha Common Council meeting conducted on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, at \_\_\_\_\_ o'clock p.m.

17. **ADVISORY APPROVAL.**

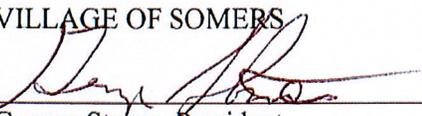
By executing this Agreement, the Town of Somers acknowledges that this Agreement was reviewed and to the extent that it impacts a public thoroughfare located within the Town of Somers approved by a duly authorized public meeting of the governing board of the Town of Somers wherein a quorum of Board members was present and a majority of such quorum voted in favor of the passage of a motion approving this Agreement. It is understood and agreed by the Village and the City that the Town of Somers has no financial obligation relative to the intended actions to be taken under the terms and conditions of this Agreement and that such approval is only for the purpose of consenting to allow the Village and the City to conduct such activities on portions of public thoroughfares or adjoining right-of-way which may be physically located within the Town of Somers. The meeting of the Town Board of the Town of Somers at which such advisory approval was passed was held at the joint Village/Town Municipal Building on the date and time as follows:

Town of Somers Board meeting conducted on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, at \_\_\_\_\_ o'clock p.m.

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement by their duly authorized officers as of the date first written above.

VILLAGE OF SOMERS

**EXECUTED IN TRIPLICATE**

By:   
George Stoner, President

Attest:   
Timothy Kitzman, Clerk/Treasurer

CITY OF KENOSHA

**EXECUTED IN TRIPLICATE**

By: \_\_\_\_\_  
John Antaramian, Mayor

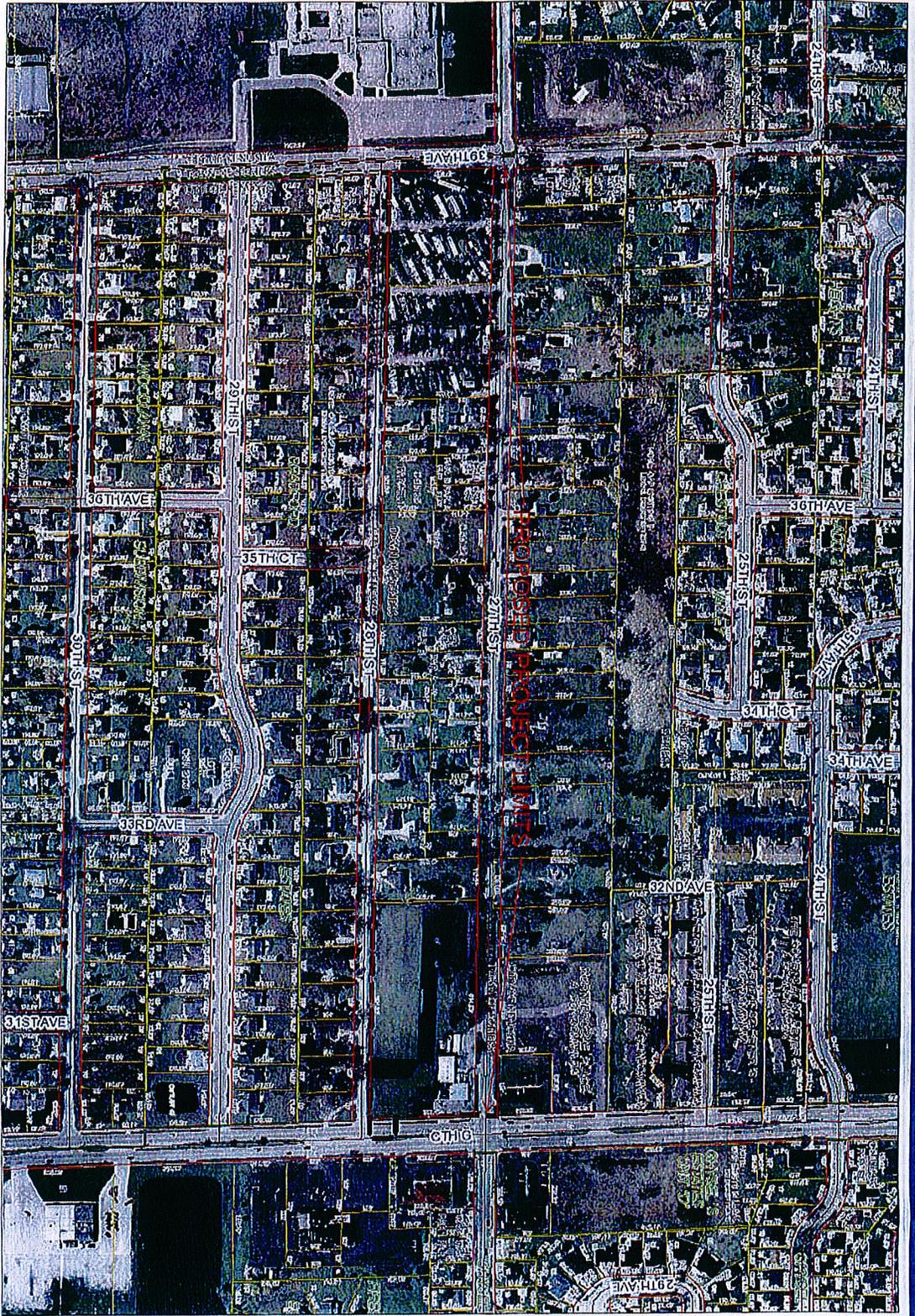
Attest: \_\_\_\_\_  
Debra Salas, Clerk/Treasurer

**ADVISORY APPROVAL**

TOWN OF SOMERS

By: \_\_\_\_\_  
Mark Molinaro, Jr., Chairperson

# 27TH STREET PROJECT



DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. The drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.



1 inch = 263 feet



Date Printed: 9/5/2013



SHELLY BILLINGSLEY, MBA, PE  
Director of Public Works

August 5, 2016

To: David F. Bogdala, Chairperson  
Public Works Committee

From: Shelly Billingsley, MBA, PE  
Director of Public Works

*Shelly Billingsley* 8-5-16

Subject: Acceptance of Project 15-1529 Uptown Library Basement Renovation – Tile and Base

Location: 2419 63<sup>rd</sup> Street

Please be advised that the above referenced project has been satisfactorily completed by Dickow Cyzak Tile Co. Inc., Kenosha, Wisconsin. This project consisted of furnishing and installing tile and base.

It is recommended that the project be accepted in the final amount of \$21,685.00. Original contract amount was \$21,685.00 plus \$3,215.00 for contingency for a total of \$24,900.00. Funding was from CIP Line Item LI-08-001.

SAB/kjb

SETTLEMENT AGREEMENT  
AND RELEASE OF ALL CLAIMS

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This Settlement Agreement and Release of All Claims (“Agreement”) is entered into by and between The City of Kenosha (“Kenosha”) and Magill Construction Company, Inc. (“Magill”). Kenosha and Magill may individually be referred to herein as a “Party” or collectively the “Parties.”

**WHEREAS**, Kenosha and Magill entered into a written contract (the “Contract”), for the construction of a playground located in Petzke Park, Kenosha, WI (the “Project”);

**WHEREAS**, Magill subcontracted some of its work relating to the installation of the playground surface to MJD’s Property Solutions, LLC (“MJD”);

**WHEREAS**, a dispute arose between the Parties regarding the sufficiency of the work performed by Magill and/or MJD on the Project (the “Claim”);

**WHEREAS**, the Parties reached an agreement to fully and finally settle all claims and disputes either Party may have against one another regarding the Contract, the Project and the Claim in accordance with the terms set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

1. Recitals. The recitals set forth above are fully incorporated into the terms of this Agreement as if set forth herein.
2. Common Council Approval. This Agreement is conditioned on the City of Kenosha Common Council review and approval. The Parties shall retain all claims absent such approval.
3. Payment. Magill shall pay the sum of Two Hundred Thirty Thousand Dollars and 00/100 (\$230,000.00), less the Credit identified in Paragraph 4 below, to Kenosha (the “Settlement Payment”). The Settlement Payment is inclusive of all costs, fees and disbursements. The Settlement Payment shall be paid in two payments. The first Settlement Payment in the amount of \$80,350.12 shall be made within thirty (30) days after last execution of this Agreement. The second Settlement Payment in the amount of \$80,350.11 shall be made within sixty (60) days after the last execution of this Agreement. Each Settlement Payment shall be made payable to the City of Kenosha and delivered to the Office of the City Attorney. If a payment due date falls on a Saturday, Sunday or holiday, the due date shall be the first following business day.

If the first Settlement Payment has not been made by the due date, Kenosha shall provide written notice to Magill that the payment has not been received. If Magill fails to make the payment within five (5) business days of receipt of the notice from Kenosha, Magill shall pay the sum of Two Hundred Fifty-three Thousand Dollars and 00/100 (\$253,000.00), less any amounts paid and less the credit identified in Paragraph 4 below, to Kenosha (the "Settlement Payment").

If the second Settlement Payment has not been made by the due date, Kenosha shall provide written notice to Magill that the payment has not been received. If Magill fails to make payment within five (5) business days of receipt of the notice from Kenosha, Magill shall pay the sum of Three Hundred Fifty Thousand Dollars and 00/100 (\$350,000.00), less any amounts paid and less the credit identified in Paragraph 4 below, to Kenosha (the "Settlement Payment").

4. Credit. Kenosha is currently retaining funds in the amount of \$69,299.77 for work performed on the Project. Magill shall receive a credit for \$69,299.77 against the Settlement Payment (the "Credit").

5. Mutual Release/Assignment of Claims/Indemnification. Except as otherwise provided for herein, for the consideration of the Settlement Payment and Credit reflected in Paragraphs 3 and 4 above and, upon Kenosha's receipt of the same, Kenosha and its principals, subsidiaries, officers, agents, employees, administrators, insurers, successors and assigns hereby releases, acquits and forever discharges Magill as well as its respective subcontractors, material suppliers, laborers, principals, subsidiaries, officers, agents, employees, administrators, insurers, successors and assigns ("Released Parties") from any and all claims, actions, causes of action, demands, liabilities, rights, damages, costs, attorney's fees, expenses and compensation whatsoever, known or unknown, which Kenosha may have against Magill and/or the Released Parties in relation to or regarding the Contract, the Project and/or the Claim. Kenosha hereby assigns, without warranty, all of its rights and interests in all claims it may have against MJD and its principals, subsidiaries, officers, agents, employees, administrators, insurers, successors and assigns relating to or arising from the Contract, the Project and/or the Claim.

Magill, as well as its principals, subsidiaries, officers, agents, employees, administrators, insurers, successors and assigns hereby release, acquit and forever discharge Kenosha as well as its principals, subsidiaries, officers, agents, employees, administrators, insurers, successors and assigns from any and all claims, actions, causes of action, demands, liabilities, rights, damages, costs, attorney's fees, expenses and compensation whatsoever, known or unknown, which it may have against Kenosha in relation to or regarding the Contract, the Project and/or the Claim. Magill shall indemnify, defend and hold harmless Kenosha and its principals, subsidiaries, officers, agents, employees, administrators, insurers, successors and assigns from and against any and all claims, damages, losses, judgments, expenses and attorney fees which they may incur, pay or sustain as a result of a claim by a Released Party relating to or arising from the Contract, the Project and/or the Claim.

This is intended to be a full and final release of all claims between the Parties.

6. Contract Closeout Obligation. Magill will complete and return within sixty (60) days of Common Council approval of this Agreement the Contract closing documents attached hereto as Attachment 1.

7. Release/Assumption of Obligations. Except for the Contract closeout obligation identified in paragraph 6, the Contract shall be terminated effective as of the date of this Agreement and Magill and its subcontractors and suppliers shall be released from all obligations relating to the Contract and/or the Project including, but not limited to, all obligations to perform the work, all warranties, whether express or implied, all obligations to obtain and/or maintain its performance and payment bond for the Project and all obligations to obtain and/or maintain insurance for the Project. Upon last execution of this Agreement, Kenosha shall assume all obligations with respect to the Project.

8. Denial of Liability. It is understood and agreed that this settlement is the compromise of disputed claims, and that the payment made and actions taken by the Parties pursuant to this Agreement are not to be construed as an admission of liability on the part of the Parties. The Parties intend merely to avoid litigation and resolve their disputes pursuant to this Agreement. Kenosha shall be released from all obligations relating to the Contract, the Project and/or the Claim including, but not limited to, monetary payment for services rendered. The Contract balance shall be deemed paid in full.

9. Preservation of Claims. Notwithstanding anything to the contrary in this Agreement, Magill preserves any and all claims against and does not release from liability MJD or its insurer or any person or entity not a party to this Agreement which may be responsible for the alleged deficiency in work which gave rise to the Claim. Kenosha's release in Paragraph 5 shall not be deemed a release of any claims which Magill may have against any of the Released Parties.

10. Right to Consult an Attorney. Each Party has been represented by counsel and has had sufficient time to review this Agreement with their respective counsel prior to executing the same. Each Party acknowledges that they read this Agreement, that they understand the Agreement's meaning and intent and executed this Agreement of their own free will and volition.

11. Attorney Fees. The Parties shall be solely responsible for their own legal fees and costs incurred with respect to entering into this Agreement, with no contribution required from another Party. However, in the event any Party breaches this Agreement or fails to fulfill their

obligations hereunder, the non-breaching Party may enforce this Agreement and shall be entitled to recovery of reasonable attorney's fees and costs incurred to enforce this Agreement.

12. Waiver of Breach. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.

13. Authentication. By executing this Agreement, Kenosha acknowledges that this Agreement was reviewed and approved by a duly authorized, public meeting of the City of Kenosha Common Council wherein a quorum of council members were present and a majority of such quorum voted in favor of the passage of a motion approving this Agreement. Such approval as recited herein shall presumptively establish that the action of the Council shall be binding upon the Kenosha.

14. Construction. The Parties understand and agree that the construction and interpretation of this Agreement shall be governed by the laws of the State of Wisconsin.

15. Entire Agreement. This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements, negotiations, representations, promises, or understandings between the Parties hereto pertaining to the subject matter hereof. The Parties acknowledge that no representation, promise or inducement has been made other than as set forth in this Agreement, and that each Party enters into this Agreement without reliance upon any other representation, promise or inducement not set forth herein. Each Party, by signature below, represents and warrants that the signatory has authority to sign and bind the respective Party to this Agreement.

**CITY OF KENOSHA**

**MAGILL CONSTRUCTION  
COMPANY, INC.**

By: \_\_\_\_\_  
John M. Antaramian, Mayor

By: \_\_\_\_\_  
Matt Magill, Vice President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Debra Salas, City Clerk/Treasurer

Dated: \_\_\_\_\_

## ATTACHMENT 1

### SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

Subject: Affidavits Required Prior to Final Payment

Project: #14-1426 Petzke Park Phase 3

Pursuant to your contract, you are required to pay your employees not less than the prevailing wage rate applicable in Kenosha at the time of contract signing. You are also required to promptly pay all subcontractors and suppliers for all labor, services, supplies or material which they may directly or indirectly furnish in the fulfillment of said contract and secure, as soon as possible, a waiver of lien or the release of any and all liens which may attach as a result of the work, to be furnished to the engineer before the final payment is made.

Please complete and return:

1. Signed checking copy.
2. Prime Contractor Affidavit of Compliance with Prevailing Wage Rate Determination listing all subcontractors.
3. Agent or subcontractor Affidavit of Compliance with Prevailing Wage Rate Determination.
4. Affidavit Respecting Construction Lien Waivers/Releases – **this affidavit is not the same as a lien waiver -**
5. **Your original lien waiver**
6. **Subcontractors lien waivers – as a condition of the Affidavit respecting construction lien waivers/releases, also provide the original of the lien waivers or releases for ALL subcontractors and material suppliers involved in the project as listed below:**

- ProTerra Grading – Earthwork
- ProTerra Grading – Dense Graded Base
- Always Contractors – Brick Pavers
- Meak Playground Surfacing – Poured in Place Surfacing
- ProTerra – Underdrain
- Graber – Benches
- MBM Contractors – Entry Contractors & Block Walls
- ProTerra – Restoration
- MJD's Property Solutions, LLC

**If any of the above were not used, please provide a letter so stating.**

ESTIMATE SHEET FOR CONSTRUCTION WORK

CITY OF KENOSHA, WISCONSIN

PETZKE PARK PHASE 3

ENGINEERING DEPARTMENT

PROJECT 14-1426

CHECKING COPY

TO: MAGILL CONSTRUCTION COMPANY

P.O. 150715

977 KOOPMAN LANE

ALL WORK COMPLETED

ELKHORN, WI 53121

07/19/16

1	Mobilization	1	LS	\$24,155.00	\$24,155.00
2	Erosion Control	1	LS	\$1,925.00	\$1,925.00
3	Tracking Pad	1	LS	\$2,475.00	\$2,475.00
4	Earthwork	1	LS	\$27,500.00	\$27,500.00
5	Dense Graded Base Course	1162.76	TON	\$21.72	\$25,255.15
6	Concrete 4-Inch Standard	1696	SF	\$6.27	\$10,633.92
7	Concrete 4-Inch Textured	670	SF	\$6.40	\$4,288.00
8	Brick Pavers	100	SF	\$27.97	\$2,797.00
9	Concrete Curb 8-Inch	276	LF	\$20.95	\$5,782.20
10	Poured in Place Surfacing	10158.13	SF	\$9.63	\$97,822.79
11	Perforated Underdrain 4-Inch	765	LF	\$15.95	\$12,201.75
12	Perforated Underdrain 6-Inch	219	LF	\$15.95	\$3,493.05
13	Clean Out	2	EA	\$550.00	\$1,100.00
14	Benches	9	EA	\$1,467.33	\$13,205.97
15	Fence	0	LF	\$0.00	\$0.00
16	Entry Columns	4	EA	\$1,199.00	\$4,796.00
17	8-Inch Block Wall	41	LF	\$326.49	\$13,386.09
18	Restoration	1	LS	\$21,945.00	\$21,945.00
19	Kenosha Logo	0	LS	\$2,486.00	\$0.00

APPROVED ADDITIONAL WORK

AW1	Extra Clay	1	LS	\$13,956.00	\$13,956.00
AW2	Precast Column Connections	1	LS	\$1,254.46	\$1,254.46
AW3	Eliminate Benches	1	LS	-\$13,206.00	-\$13,206.00
AW4	Holes for Fence Posts	1	LS	\$6,755.00	\$6,755.00
AW6	Concrete for Merry Go Round	1	LS	\$1,171.00	\$1,171.00
AW7	Extend Cleanouts	1	LS	\$670.00	\$670.00
AW8	Regrade Site (Proterra)	1	LS	\$12,337.33	\$12,337.33
AW9	Sonotubes	1	LS	\$14,625.00	\$14,625.00
AW10	Increase Column and Cap Width	1	LS	\$2,010.00	\$2,010.00
AW11	Eliminate Restoration	1	LS	-\$21,945.00	-\$21,945.00
AW12	Credit for Brick Pavers	1	LS	-\$796.00	-\$796.00
AW13	Regrading Post Build (MJD)	1	LS	\$5,537.00	\$5,537.00
AW14	Eliminate Tracking Pad	1	LS	-\$2,475.00	-\$2,475.00
AW15	Hydrovac Post Holes	1	LS	\$3,324.00	\$3,324.00

SETTLEMENT AGREEMENT

Poured in Place Surfacing	6780.87	SF	\$9.63	\$65,299.78
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TOTAL TO DATE	\$361,279.49
LESS ESTIMATE #1	\$99,127.41
LESS ESTIMATE #2	\$89,477.34
LESS ESTIMATE #3	\$70,794.06
LESS ESTIMATE #4	\$28,046.32
LESS ESTIMATE #5	\$4,534.58
<b>TOTAL</b>	<b>\$69,299.78</b>

---

Please check these final quantities with your records. If they meet with your approval, sign below and return to the City of Kenosha, Department of Public Works – Engineering Division, 625 52nd Street, Kenosha, WI 53140, as soon as possible so that final payment can be processed.

APPROVED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

# Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination

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

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

State Of _____ ) County Of _____ )SS
---

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

Project # : \_\_\_\_\_ Determination # : \_\_\_\_\_

Date Determination Issued: \_\_\_\_\_

Awarding Agency: \_\_\_\_\_

Date of Contract: \_\_\_\_\_

Date Work Completed: \_\_\_\_\_

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

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

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

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

The use of this form is mandatory.

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

## List of Agents and Subcontractors

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

# Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

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

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

State Of _____ )  County Of _____ )SS
---

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

Project # : \_\_\_\_\_ Determination # : \_\_\_\_\_

Date Determination Issued: \_\_\_\_\_

Awarding Contractor: \_\_\_\_\_

Date Of Subcontract: \_\_\_\_\_

Date Work Completed: \_\_\_\_\_

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

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

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

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

The use of this form is mandatory.

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

## List of Agents and Subcontractors

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_



