



CITY OF WHITEWATER  
COMMON COUNCIL AGENDA  
Special Common Council Meeting

**Wednesday, January 27, 2016 - 6:30 p.m.**

**Whitewater Innovation Center  
1221 Innovation Dr., Room 111  
Whitewater, WI 53190**

- I. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE.
- II. CONSIDERATION OF APPROVAL OF WASTEWATER TREATMENT PLANT PROJECT AND AUTHORIZATION TO EXECUTE CONTRACT WITH MIRON CONSTRUCTION.
- III. ADJOURNMENT.

Anyone requiring special arrangements is asked to call the Office of the City Manager / City Clerk at least 72 hours prior to the meeting.

\*Items denoted with asterisks will be approved on the Consent Agenda unless any council member requests that it be removed for individual discussion.



*City of Whitewater Council Agenda Item Information Sheet*

MEETING DATE: 01/27/2016

ITEM: Award of Contract for Construction of  
Wastewater Utility Upgrades

PRESENTER: Donohue and Associates, Wastewater Superintendent

PREVIOUS ACTION, IF ANY:

**07/15/14: Council approved the contract for the development of the user rate study.**

**05/19/15: Council approved continued use of "meter sized" method to determine the fixed portion of the user rate.**

**12/15/15: Council approved the bid package including certain alternates and associated cost.**

**01/19/16: Council approved the rate resolution necessary for funding Wastewater Utility upgrades.**

**SUMMARY OF ITEM BEING PRESENTED: During the common council meeting held on 01/19/16 it was noted that the 12/15/15 agenda language did not specify that we were seeking award of contract for construction services and therefore should not be misconstrued as being approved. Due to the fact that Clean Water Fund loan materials must be submitted to the WDNR by January 31, 2016 it was recommended that a special council meeting be held to properly document, discuss and approve the construction contract for pending Wastewater Utility upgrades. The bid package, including alternates and their costs was presented and approved by council on 12/15/15. Those selections represent the total cost for construction services.**

**BUDGET IMPACT, IF ANY: Per the rate resolution, approved on 01/19/16, the necessary revenue will be in place in order to comply with Clean Water Fund requirements and allow the City to properly fund this project.**

**BOARD, COMMISSION, OR COMMITTEE RECOMMENDATION, IF ANY: None**

**STAFF RECOMMENDATION: To approve the contract for construction services relating to upgrades at the Wastewater Utility with Miron Construction Co., Inc. of Neenah, WI in the amount of \$20,413,025.00.**

**RECOMMENDED MOTION: Motion to approve the contract for construction services relating to upgrades at the Wastewater Utility with Miron Construction Co., Inc. in the amount of \$20,413,025.00.**

**ATTACHMENT(S) INCLUDED (If none, please state that)**  
**Donohue Presentation from 12/15/2015**  
**Bid Tabulation Summary Sheet (Provided on 12/15/2015)**  
**Apparent low bid form (Provided on 12/15/2015)**  
**Contract Excerpt – Notice to Bidders**  
**Contract Excerpt – Notice of Award**  
**Contract Excerpt – Official Agreement**

**FOR MORE INFORMATION CONTACT:**

**Tim Reel, [treel@whitewater-wi.gov](mailto:treel@whitewater-wi.gov), 262.473.5920**

Tuesday, December 15, 2015

# Wastewater Facility Improvements Project Update

Whitewater, Wisconsin



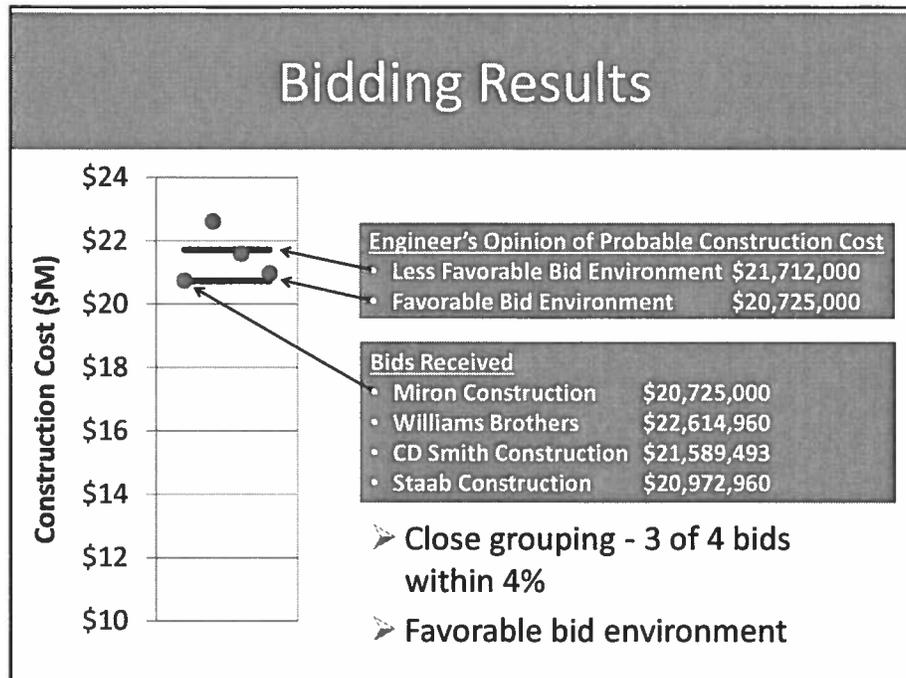
## Introductions

Donohue

Mike Gerbitz, PE  
Project Manager

Nathan Cassity, PE  
Project Engineer





## Recommendation of Award

- ▶ **Miron Construction**
  - Responsive bid
  - Qualified and capable
  - Donohue has worked with Miron on similar construction projects

 **DONOHUE**

Alternate Bid Items		
Bid Item No.	Description	Bid Amount
3	*Main Control Building - Minimal Renovations	\$884,019
4	*Main Control Building - Full Renovation	\$1,992,524
5	Storage Building and site road	\$524,019
6	Septage Receiving Station	\$71,249
7	Main Control Building - Roof Replacement	\$158,758
8	Sewer Cleaning Dump Station	\$83,186
9	High Strength Waste Receiving	\$431,103
10	Digester Mixing System	\$169,414
11	*Preliminary Treatment - Minimal Improvements	\$293,722
12	*Preliminary Treatment - Full Improvements	\$870,219
13	Contractor Provided Property Insurance	\$14,094

Alternate Bid Items		
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13	Contractor Provided Property Insurance	\$14,094

# Consideration of Residential User Rates

## Previously Presented Estimates

Summary for Typical Residential User, ¾" Meter Size

	Current Monthly User Rates	Council Meeting May 2015	Public Information Meetings
Total Charge	\$30.00	\$41.50	\$45.00

**Proposed rate for project**

**DONOHUE**

## Estimated Residential Monthly User Rates

	Public Information Meetings	Full Project	Cut 3 Bid Alternates 7, 8, & 10	Cut 4 Bid Alternates 7, 8, 10, & 12
Total Charge	\$45.00	\$43.99	\$43.54	\$43.21
Charge Difference			-\$0.45	-\$0.78

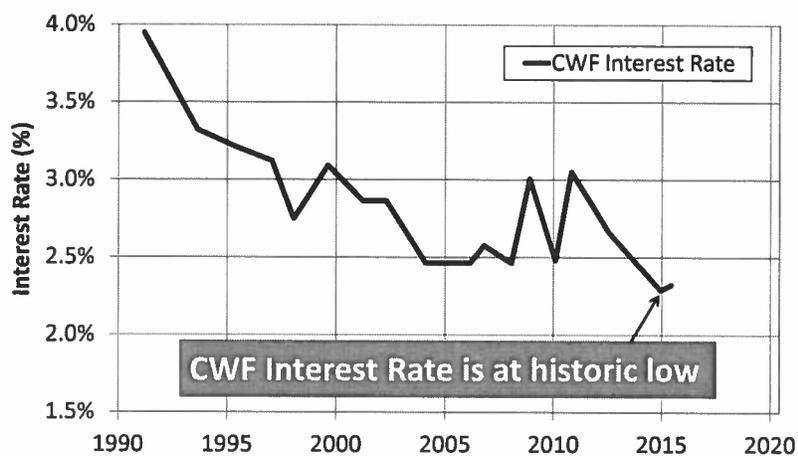


## Clean Water Fund 2016 Offering

- ▶ Donohue has discussed options with WDNR for split financing
  - Would allow phased rate increase (2016 and 2017) instead of the full increase in 2016
  - Requires a second bond counsel fee of \$15,000 in 2017
  - Interest rate in 2017 is subject to change



## Clean Water Fund Interest Rate



Source: WDNR

**DONOHUE**

## Clean Water Fund 2016 Offering

- ▶ Whitewater has been offered a full funding package
  - 20 year term
  - Principal Forgiveness \$700,000  
(2015 offering was \$500,000)
  - Subsidized Interest Rate 2.324%
    - Loan closings through March 31, 2016  
(2015 offering was 2.479%)

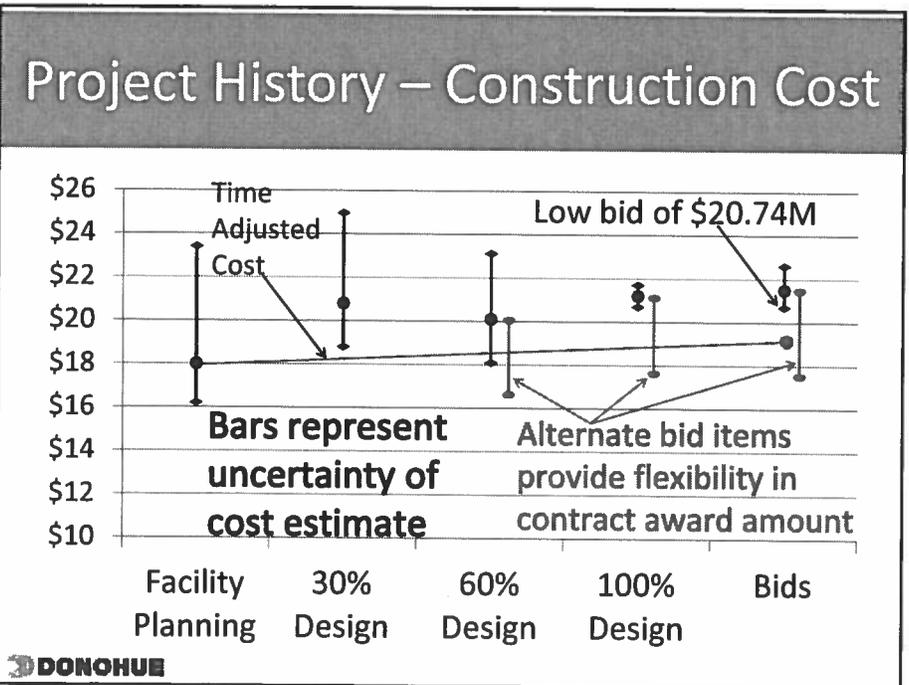
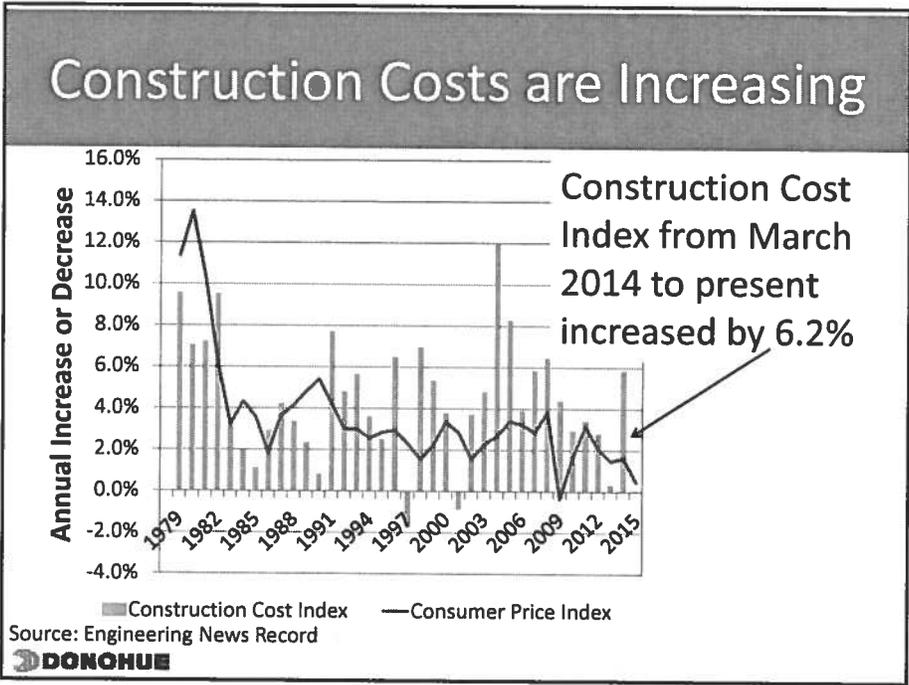
**DONOHUE**

## Estimated Residential Monthly User Rates

	Public Information Meetings	Full Project	Cut 3 Bid Alternates 7, 8, & 10	Cut 4 Bid Alternates 7, 8, 10, & 12
Total Charge	\$45.00	\$43.99	\$43.54	\$43.21
Charge Difference			-\$0.45	-\$0.78

 **DONOHUE**

Questions?



## Alternate Bid Items

- ▶ Control Building Minimal Renovation (\$884,019)
  - Code requirements, laboratory improvements, electrical improvements
- ▶ Control Building Full Renovation (\$1,992,524)
  - Above items, male and female locker rooms, cubicles, break room, meeting room, HVAC, safety storage
- ▶ Storage Building and site road (\$524,019)
  - Wood truss metal building for equipment and parts storage



## Alternate Bid Items

- ▶ Septage Receiving Station (\$71,249)
  - Acceptance of septage and hauled wastes on plant entrance truck loop
- ▶ Control Building Roofing Replacement (\$158,758)
  - Membrane roof over two-thirds of Control Building
- ▶ Sewer Cleaning Dump Station (\$83,186)
  - Concrete drying pad for debris from sewer cleaning activities



## Alternate Bid Items

- ▶ High Strength Waste Receiving (\$431,103)
  - Tankage and pumping facility to accept high strength wastes and feed them to the existing digesters
  - Simple payback of 6 years from tipping fees and reduction in natural gas usage
- ▶ Digester Mixing System (\$169,414)
  - Mixing system for Digester 2, which is currently unmixed



## Alternate Bid Items

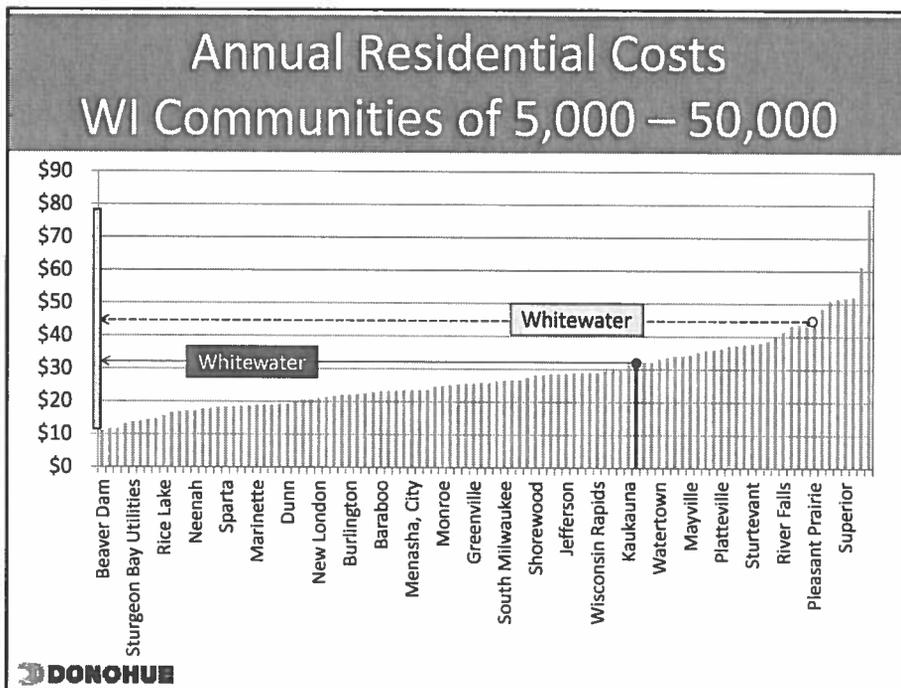
- ▶ Preliminary Treatment Minimal Improvements (\$293,722)
  - Code requirements, chemical feed, and electrical improvements
- ▶ Preliminary Treatment Full Improvements (\$870,219)
  - Above items, Screen No. 2, grit removal and disposal improvements
- ▶ Property Insurance provided by contractor (\$14,094)

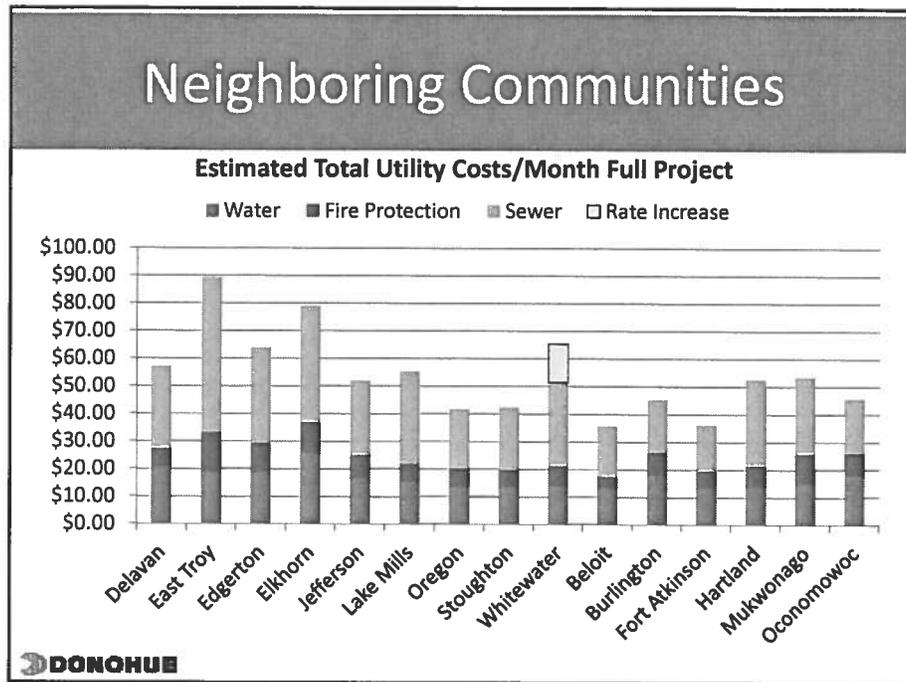


### Project Construction Cost

	Total Project Cost
Original Planning Estimate (March 2014)	\$18,000,000
Adjusted estimate using Construction Cost Index (Mar 2014 to Dec 2015)	\$19,120,000
Low Bid, Miron – Reject Bid Items 7, 8, 10, and 12 (Alternative 1)	\$19,753,342
Low Bid, Miron – Full Project (Alternative 2)	\$20,741,197

**DONOHUE**





**BID TABULATION**

**CITY OF WHITEWATER  
WASTEWATER TREATMENT PLANT IMPROVEMENTS  
Bid Closing: December 8, 2015 @ 2:00 PM**

<b>Contractor</b>	Miron Construction 1471 McMahon Dr Necnah, WI 54956	Williams Bros. Construction POB 1366 Peoria, IL 61654	CD Smith POB 1006 Fond du Lac, WI 54936
<b>Total of All Bid Prices Except for Item No's 3 and 11</b>	\$ 20,740,197. <sup>00</sup> (20,741,197. <sup>00</sup> )	\$ 22,842,960. <sup>00</sup>	\$ 21,589,493. <sup>00</sup>
<b>Addenda Acknowledged</b>	yes	yes	yes
<b>Certified Check or Bid Bond</b>	yes	yes	yes
<b>Subcontractor Listing</b>	yes	yes	yes
<b>Base Bid Matl &amp; Equip Schedules</b>	yes	yes	yes
<b>Disclosure of Ownership</b>	yes	yes	yes

<b>Contractor</b>	Staab Construction POB 900 Marshfield, WI 54449		
<b>Total of All Bid Prices Except for Item No's 3 and 11</b>	\$ 20,972,960. <sup>00</sup>		
<b>Addenda Acknowledged</b>	yes		
<b>Certified Check or Bid Bond</b>	yes		
<b>Subcontractor Listing</b>	yes		
<b>Base Bid Matl &amp; Equip Schedules</b>	yes		
<b>Disclosure of Ownership</b>	yes		

12-8-15  
Michelle R. Smith

**BID FORM**

**BIDDER:** Miron Construction Co., Inc.  
(name - typed or printed)

**PROJECT IDENTIFICATION:**

CITY OF WHITEWATER

WASTEWATER TREATMENT PLANT IMPROVEMENTS

WHITEWATER, WISCONSIN

**PROJECT NUMBER:** 12730

**ARTICLE 1 – BID RECIPIENT**

**THIS BID IS SUBMITTED TO:**

Office of the Wastewater Superintendent  
312 W. Whitewater Street  
Whitewater, WI 53190

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Official Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. Bidder has not added any conditions or qualifying statements to the Bid. The Bid will remain subject to acceptance for the bid withdrawal time stated in the Official Notice to Bidders, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds, evidence of insurance coverage, and other documents required by the Bidding Requirements within 15 days after the date of Owner’s Notice of Award.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>11/13/15</u>
<u>2</u>	<u>11/25/15</u>
<u>3</u>	<u>12/01/15</u>
<u>4</u>	<u>12/7/15</u>
Q & A	11/11/15

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and test of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities), if any, that have been identified in Paragraph 5.03 of the Supplementary Conditions as containing reliable Technical Data, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph 5.06 of the Supplementary Conditions as containing reliable Technical Data.
- E. Bidder has considered and correlated the information known to the Bidder; information commonly known to bidders doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and all additional or supplementary examinations, investigations, explorations, tests, studies, and data with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Bidder's safety precautions and programs.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents
- K. In accordance with Section 215 of the Clean Water Act (33 U.S.C. 1251 et seq.) and implementing EPA regulations, Bidder agrees that the Contractor, Subcontractors, and suppliers in the performance of this Contract will give preference to domestic construction materials.
- L. In connection with the performance of Work under this Contract, Bidder agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition or developmental disability as defined in s. 51.01(5), Wisconsin Statutes or national origin. This provision 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. Bidder further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. Bidder agrees

to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. Form of notice is included in the Appendix.

- M. Bidder agrees that the Contractor, Subcontractors, and suppliers in the performance of this Contract will comply with the Consolidated Appropriations Act, 2014. The Consolidated Appropriations Act, 2014 states that all "iron and steel products" used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works are produced in the United States. "Iron and Steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, conduit, reinforced precast concrete, and construction materials.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, purposes of which is to establish bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### **ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**UNIT PRICE SCHEDULE**

No.	Section	Item	Qty	Unit	Bid Unit Price	Bid Price
1	All Sections	All Work Except For Item Nos. 2 Through 13	1	LS	\$ <u>15,925,671.<sup>00</sup></u> per LS	\$ <u>15,925,671.<sup>00</sup></u>
2	01210	Allowances (excluding ALT 1 and ALT 2 allowances)	1	LS	\$500,960	\$500,960
3	01230	Alternate 1 – Minimal Main Control Building Renovation (including ALT 1 allowance)	1	LS	\$ <u>884,019.<sup>00</sup></u> per LS	\$ <u>884,019.<sup>00</sup></u>
4	01230	Alternate 2 – Complete Main Control Building Renovation (including ALT 2 allowance)	1	LS	\$ <u>1,992,524.<sup>00</sup></u> per LS	\$ <u>1,992,524.<sup>00</sup></u>
5	01230	Alternate 3 – Storage Building and Roadway	1	LS	\$ <u>524,019.<sup>00</sup></u> per LS	\$ <u>524,019.<sup>00</sup></u>
6	01230	Alternate 4 – Septage Receiving	1	LS	\$ <u>71,249.<sup>00</sup></u> per LS	\$ <u>71,249.<sup>00</sup></u>
7	01230	Alternate 5 – Main Control Building Roof Replacement	1	LS	\$ <u>158,758.<sup>00</sup></u> per LS	\$ <u>158,758.<sup>00</sup></u>
8	01230	Alternate 6 – Sewer Cleaning Dump Station	1	LS	\$ <u>83,186.<sup>00</sup></u> per LS	\$ <u>83,186.<sup>00</sup></u>
9	01230	Alternate 7 – High Strength Waste Receiving Station	1	LS	\$ <u>431,103.<sup>00</sup></u> per LS	\$ <u>431,103.<sup>00</sup></u>

**UNIT PRICE SCHEDULE**

No.	Section	Item	Qty	Unit	Bid Unit Price	Bid Price
10	01230	Alternate 8 – Anaerobic Digester No. 2 Nozzle Mixing System	1	LS	\$ <u>169,414.<sup>00</sup></u> per LS	\$ <u>169,414.<sup>00</sup></u>
11	01230	Alternate 9 – Minimum Preliminary Treatment Building Improvements	1	LS	\$ <u>293,722.<sup>00</sup></u> per LS	\$ <u>293,722.<sup>00</sup></u>
12	01230	Alternate 10 – Full Preliminary Treatment Building Improvements	1	LS	\$ <u>870,219.<sup>00</sup></u> per LS	\$ <u>870,219.<sup>00</sup></u>
13	01230	Alternate 11 – Contractor Provided Property Insurance	1	LS	\$ <u>14,094.<sup>00</sup></u> per LS	\$ <u>14,094.<sup>00</sup></u>

TOTAL OF ALL BID PRICES EXCEPT FOR ITEM NOS. 3 AND 11 (Sum of Bid Price for Each Item Except for Item Nos. 3 and 11)

20,741,197.<sup>00</sup>  
\$20,741,196.<sup>00</sup> *OK*  
 (figures)

Twenty Million Seven Hundred Forty One Thousand One Hundred Dollars  
 (words) Fifty Seven

Qty = Estimated Quantity

Bid Price (for each Item) = Qty x Bid Unit Price (for each item)

LS = Lump Sum  
 CY = Cubic Yard  
 LF = Lineal Foot  
 EA = Each

Miron Construction Co., Inc.  
 Name of Bidder

Unit Prices have been computed in accordance with paragraph 11.03 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

All specific allowances identified in Section 01210 are included in the price set forth above and have been computed in accordance with Paragraph 13.02 of the General Conditions.

**A. Base Bid (Type I) Material and Equipment:**

1. Bidder has included in the Bid price, the installed cost of material and equipment furnished by the circled Supplier as named in the Base Bid (Type I) Material and Equipment Schedule, which is included at the end of this Bid Form.
2. The circled Supplier has been selected from Supplier A, B, or C as named in the Base Bid (Type I) Material and Equipment Schedule in accordance with the Instructions to Bidders.
3. If a substitute is offered, Bidder has included the name of the Supplier and the amount to be deducted from the Bid price for the proposed substitute in the Base Bid (Type I) Material and Equipment Schedule in accordance with the Instructions to Bidders. Bidder agrees that the procedures for submission and consideration by Engineer for determining the acceptability of substitutes will be as set forth in the General Conditions and the Supplementary Conditions.

**B. Base Bid (Type II) Material and Equipment:**

1. Bidder has included in the Bid price, the installed cost of material and equipment furnished by Supplier A as named in the Base Bid (Type II) Material and Equipment Schedule, which is included at the end of this Bid Form.
2. Bidder has included the Supplier's price and the installed cost of each item for Suppliers A, B, and C in the Base Bid (Type II) Material and Equipment Schedule in accordance with the Instructions to Bidders.
3. If a substitute is offered, Bidder has included the name of the Supplier, the Supplier's price, and the installed cost for the proposed substitute in the Base Bid (Type II) Material and Equipment Schedule in accordance with the Instructions to Bidders. Bidder agrees that the procedures for submission and consideration by Engineer for determining the acceptability of substitutes will be as set forth in the General Conditions and the Supplementary Conditions.
4. Upon request by the Owner, the Bidder agrees to submit to the Owner a Supplier's price quotation.

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially completed and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of Bid Bond  
(Certified Check or Bid Bond)

In the amount of 5% of amount bid  
(Dollars or Percent of Lump Sum Bid Price)

B. List of proposed Subcontractors having a direct contract with the Contractor. The Subcontractor listing is included at the end of this Bid Form.

C. Disclosure of Ownership (attached).

**ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

SUBMITTED ON 12/08/, 20 15.

State Contractor License No. 1102364. (If applicable)

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(Individual's signature)

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Corporation

Corporation Name: Miron Construction Co., Inc. (SEAL)

State of Incorporation: Wisconsin

Type (General Business, Professional, Service, Limited Liability): General Business

By: \_\_\_\_\_  
(Signature – attach evidence of authority to sign)

Name (typed or printed): David G. Voss, Jr.

Title: President

Attest: \_\_\_\_\_ (CORPORATE SEAL)  
Dean J. Basten (Signature of Corporate Secretary) Secretary/Treasurer

Business Address: 1471 McMahon Dr., Neenah, WI 54956

Phone No: 920-969-7000 FAX No.: 920-751-8150

Date of Authorization to do business is 1918

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Business address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Business address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Phone and FAX Number, and Address for receipt of official communications:

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

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**SUBCONTRACTOR LISTING**

The following is a listing of proposed Subcontractors having a direct contract with the Contractor.

1. JF AHERN MECHANICAL
2. PIPER ELECTRICAL
3. DARE COUNTY EARTH
4. OMDI PAINT
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.

BASE BID (TYPE I) MATERIAL AND EQUIPMENT SCHEDULE			
Specification Section	Item	Supplier	Amount To Be Deducted From Bid Price
11311	Screw-Centrifugal Pumps	(A) Wemco – Hydrostal	
		(B) Hayward Gordon (substitute)	
11312	Submersible Propeller Pumping Equipment	(A) Wilo	
		(B) Landia (substitute)	
11313	Recessed Impeller Centrifugal Pumping Equipment	(A) Wemco	
		(B) Fairbanks Nijhuis (C) Hayward Gordon (substitute)	
11318	Rotary Lobe Pumping Equipment	(A) Borger	
		(B) Vogelsang (C) Netzsch, Model T1 (substitute)	
11319	Peristaltic Pumping Equipment	(A) Prominent Fluid Controls	
		(B) Watson Marlow (C) Pulsafeeder, Inc. (substitute)	
11338	Secondary Clarifier Equipment	(A) Evoqua Water Technologies	
		(B) Ovivo (C) Walker Process (substitute)	
11344	Chemical Feed Equipment	(A) Pulsafeeder, Inc.	
		(B) ProMinent Fluid Controls (substitute)	
11372	Air Compressor Equipment	(A) Quincy Compressor	
		(B) Powerex	
		(C) Ingersoll-Rand	
		(D) Gardner Denver	
		(E) Kaeser (no substitute permitted)	

BASE BID (TYPE I) MATERIAL AND EQUIPMENT SCHEDULE			
Specification Section	Item	Supplier	Amount To Be Deducted From Bid Price
11380	Positive Displacement Blower Equipment	(A) Kaeser Compressors, Inc.	
		(B) Aerzen	
		(substitute)	\$
13423	Ortho Phosphate Analyzer/ Transmitter (A12)	(A) ASA Analytics	
		(B) HACH	
		(no substitute permitted)	
16284	Matrix Harmonic Filter System	(A) MTE Corporation	
		(B) Mirus Corporation	
		(substitute)	\$

BASE BID (TYPE II) MATERIAL AND EQUIPMENT SCHEDULE				
Spec Section	Item	Supplier	Supplier's Price	Installed Cost
11284	Stainless Steel Gates	(A) RW Gate Company	\$ 162,000.00	\$ 192,000.00
		(B) Whipps, Inc.	\$ 140,000.00	\$ 170,000.00
		(C) Rodney Hunt/Fontaine	\$ 180,000.00	\$ 210,000.00
		(D) Hydro Gate	\$ 198,000.00	\$ 228,000.00
		(substitute)	\$	\$
11315	Submersible Centrifugal Pumping Equipment	(A) Xlyem	\$ 17,000.00	\$ 19,000.00
		(B) KSB	\$ NO BID	\$ NO BID
		(substitute)	\$	\$
11321	Grit Washing Equipment	(A) Huber Technology, Inc.	\$ 138,000.00	\$ 141,000.00
		(B) Lakeside Equipment	\$ 130,000.00	\$ 133,000.00
		(substitute)	\$	\$
11330	Chain and Rake Bar Screen and Shaftless Screw Conveyor	(A) Headworks, Inc. - Mahr Bar	\$ 150,000.00	\$ 157,000.00
		(B) Huber Technology, Inc.	\$ 225,000.00	\$ 232,000.00
		(C) Vulcan Industries	\$ 152,000.00	\$ 159,000.00
		(substitute)	\$	\$
11337	Automated Weir Washing Equipment	(A) WeirWasher by Giltrading.com, Inc.	\$ 60,000.00	\$ 64,000.00
		(substitute)	\$	\$
11354	Polymer Feed Equipment	(A) Prominent	\$ 27,500.00	\$ 28,500.00
		(B) Acrison	\$ 28,500.00	\$ 29,500.00
		(C) Fluid Dynamics	\$ 26,500.00	\$ 27,500.00
		(D) Velodyne	\$ 26,500.00	\$ 27,500.00
		(substitute)	\$	\$
11355	Nozzle Sludge Mixing Systems	(A) Vaughn - Rotamix Mixing System	\$ 28,000.00	\$ 30,000.00
		(B) JetMix Vortex Mixing System	\$ 25,000.00	\$ 27,000.00
		(no substitute permitted)		
11377	Fine Bubble Aeration Systems	(A) Aquarius Technologies, Inc.	\$ 32,000.00	\$ 62,000.00
		(B) Sanitaire	\$ 38,000.00	\$ 68,000.00
		(substitute)	\$	\$
11384	Floating Mixer Equipment	(A) Aqua-Aerobic Systems	\$ 88,000.00	\$ 95,000.00
		(B) Evoqua Water Technologies	\$ 81,000.00	\$ 88,000.00
		(substitute)	\$	\$

BASE BID (TYPE II) MATERIAL AND EQUIPMENT SCHEDULE				
Spec Section	Item	Supplier	Supplier's Price	Installed Cost
13122	Pre-Engineered Wood Building Systems	(A) Morton Buildings, Inc.	\$ 208,671. <sup>00</sup>	\$ 208,671. <sup>00</sup>
		(B) Bos Design Builders, LLC.	\$ 194,239. <sup>00</sup>	\$ 194,239. <sup>00</sup>
		(C) Walters Buildings.	\$ 227,634. <sup>00</sup>	\$ 227,634. <sup>00</sup>
		(substitute)	\$	\$
13250	Cathodic Protection of Clarifiers	(A) Corpro Waterworks	\$ 77,200. <sup>00</sup>	\$ 97,200. <sup>00</sup>
		(B) Corrosion Service Company	\$ 65,000. <sup>00</sup>	\$ 85,000. <sup>00</sup>
		(C) Mears Integrity Solutions	\$ N/A	\$ N/A
		(substitute)	\$	\$
13400	System Integrator	(A) LW Allen	\$ 830,000. <sup>00</sup>	\$ 1,230,000. <sup>00</sup>
		(B) Energenecs	\$ N/A	\$ N/A
		(C) Pieper Electric	\$ N/A	\$ N/A
		(D) Integrated Process Solutions	\$ 940,223. <sup>00</sup>	\$ 1,340,223. <sup>00</sup>
		(no substitute permitted)		
13423	Analysis Equipment (Paragraphs A.1., A.5., A.7., A.9., A.21., and A.28.)	(A) Xylem-YSI	\$ 63,000. <sup>00</sup>	\$ 93,000. <sup>00</sup>
		(B) HACH Co.	\$ N/A	\$ N/A
		(no substitute permitted)		
15280	Valves (Paragraphs 2.02.A., 2.02.B., and 2.03.B.)	(A) DeZurik	\$ 202,000. <sup>00</sup>	\$ 225,000. <sup>00</sup>
		(B) Henry Pratt	\$ 195,000. <sup>00</sup>	\$ 218,000. <sup>00</sup>
		(no substitute permitted)		
16425	Variable Frequency Drive Equipment	(A) Allen Bradley	\$ 90,000. <sup>00</sup>	\$ 110,000. <sup>00</sup>
		(B) Cutler-Hammer	\$ 65,000. <sup>00</sup>	\$ 85,000. <sup>00</sup>
		(C) Square D	\$ N/A	\$ N/A
		(substitute)	\$	\$
16430	Switchgear	(A) Square D	\$ 1,141,795. <sup>00</sup>	\$ 1,171,395. <sup>00</sup>
		(B) Cutler-Hammer	\$ 690,000. <sup>00</sup>	\$ 720,000. <sup>00</sup>
		(substitute)	\$	\$
16443	Motor-Control Centers	(A) Allen Bradley	\$ 365,000. <sup>00</sup>	\$ 405,000. <sup>00</sup>
		(B) Cutler-Hammer	\$ 306,000. <sup>00</sup>	\$ 346,000. <sup>00</sup>
		(C) Square D	\$ N/A	\$ N/A
		(substitute)	\$	\$

## 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.

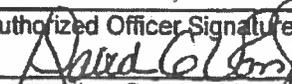
Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes].

- (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 NONE			
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 David G. Voss, Jr. - President			
Authorized Officer Signature 	Date Signed 12/8/15		
Corporation, Partnership or Sole Proprietorship Name Miron Construction Co., Inc.			
Street Address or P O Box 1471 McMahan Dr.	City Neenah	State WI	Zip Code 54956



**Environmental Improvement Fund (EIF)  
MBE/WBE/SBRA Contacts Worksheet**  
Form 8700-294A (R 6/06) Page 1 of 4

State of Wisconsin  
Department of Natural Resources  
Bureau of Community Financial Assistance  
101 S. Webster St., PO Box 7921  
Madison WI 53707-7921  
Phone No. (608) 266-7555 FAX (608) 267-0486  
website: [dnr.wi.gov/org/caer/cfa/cfindex.htm](http://dnr.wi.gov/org/caer/cfa/cfindex.htm)

Notice: Under ss. NR 162.09(3), NR 166.12(4), and NR 167.18(4), Wis. Adm. Code, a municipality is required to provide complete information to verify that it has met Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and if applicable, Small Business in Rural Areas (SBRA) goals. The Department will not complete a financial assistance agreement unless the municipality submits documentation regarding MBE/WBE/SBRA solicitation or utilization. Failure to provide information requested, meet the goals, or make a good faith effort may result in sanctions described in s. NR 162.09(3)(b), s. NR 166.12(4)(e), or s. NR 167.18(4)(e), Wis. Adm. Code. Personally identifiable information provided on this form will be used to review MBE/WBE/SBRA participation in a project and may also be made available to requesters as required by Wisconsin Open Records law [s. 19.31 - 19.39, Wis. Stats.].

You may use this worksheet as a tool to provide required backup information to Environmental Improvement Fund MBE/WBE/SBRA Good Faith Certification (Form 8700-294). You may also provide information requested on this form in some other format. If your municipality receives state funds for your project, you must make a good faith effort to use WBEs and MBEs. If your project is designated as a federal equivalency project, include SBRA in addition to MBEs and WBEs in your solicitation efforts. Five contacts for each type of firm shows a good faith effort.

Clean Water Fund Program  Safe Drinking Water Loan Program  Land Recycling Loan Program

**Project Information**  
Name of Municipality: City of Whitewater - Wastewater Treatment Plant Improvements EIF Project Number: \_\_\_\_\_

Name of Prime Contractor: Miron Construction Co., Inc.  
Information Prepared By (Name and Phone): Sue Schneider - 920-969-7000

Information Needed For Review	Contact 1	Contact 2	Contact 3
a. Name of Firm Contacted	Mariann Noyes Trucking, LLC	Ward Welding & Fabrication, Inc.	Thomas A. Mason Co., Inc.
b. Contact's Phone Number	414-940-6691	262-302-6485	414-271-6688
c. Firm Type	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> SBRA	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA
d. Is firm self-certified or agency-certified?	<input type="checkbox"/> Self <input checked="" type="checkbox"/> Agency (Provide Agency Name) Wis. Dept. of Transportation	<input type="checkbox"/> Self <input checked="" type="checkbox"/> Agency (Provide Agency Name) Wis. Dept. of Transportation	<input type="checkbox"/> Self <input checked="" type="checkbox"/> Agency (Provide Agency Name) Wis. Dept. of Transportation
e. Date Contacted	11/10/15 & 11/30/15	11/10/15 & 11/30/15	11/10/15 & 11/30/15
f. Result of contact	Not bidding project	Not bidding project	Not bidding project
g. Bid received?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Information Needed For Review	Contact 4	Contact 5	Contact 6
a. Name of Firm Contacted	Sonag Company, Inc.	Sanchez Painting Contractors	Nuvo Contraction Co., Inc.
b. Contact's Phone Number	414-393-9911	414-6473-4610	414-464-6860
c. Firm Type	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA
d. Is firm self-certified or agency-certified?	<input type="checkbox"/> Self <input checked="" type="checkbox"/> Agency (Provide Agency Name) Wis. Dept. of Transportation	<input type="checkbox"/> Self <input checked="" type="checkbox"/> Agency (Provide Agency Name) Wis. Dept. of Commerce	<input type="checkbox"/> Self <input checked="" type="checkbox"/> Agency (Provide Agency Name) Wis. Dept. of Comm
e. Date Contacted	11/10/15 & 11/30/15	11/10/15 & 11/30/15	11/10/15 & 11/30/15
f. Result of contact	Not bidding project	Not bidding project	Not bidding project
g. Bid received?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Information Needed For Review	Contact 7	Contact 8	Contact 9
a. Name of Firm Contacted	Current Electric	Hetzel Sanflippo, Inc.	Elm Star Electric Corp.
b. Contact's Phone Number	920-499-3950	262-746-6930	920-766-8100
c. Firm Type	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> SBRA	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> SBRA
d. Is firm self-certified or agency-certified?	<input type="checkbox"/> Self <input checked="" type="checkbox"/> Agency (Provide Agency Name) Wis. Dept. of Transportation	<input type="checkbox"/> Self <input checked="" type="checkbox"/> Agency (Provide Agency Name) Wis. Dept. of Transportation	<input type="checkbox"/> Self <input checked="" type="checkbox"/> Agency (Provide Agency Name) Wis. Dept. of Transportation
e. Date Contacted	11/10/15 & 11/30/15	11/10/15 & 11/30/15	11/10/15 & 11/30/15
f. Result of contact	Not bidding project	Not bidding project	Not bidding project
g. Bid received?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Environmental Improvement Fund (EIF)  
 MBE/WBE/SBRA Contacts Worksheet  
 Form 8700-284A (R. 6/06) Page 3 of 4

Information Needed For Review	Contact 10	Contact 11	Contact 12
a. Name of Firm Contacted	Dolson, Inc.	JR's Construction & Landscaping	Cruz Trucking & Grading
b. Contact's Phone Number	715-365-1920	920-348-5100	715-851-0271
c. Firm Type	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> SBRA	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> SBRA	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> SBRA
d. Is firm self-certified or agency-certified?	<input type="checkbox"/> Self <input checked="" type="checkbox"/> Agency (Provide Agency Name) Wis. Dept. of Transportation	<input type="checkbox"/> Self <input checked="" type="checkbox"/> Agency (Provide Agency Name) Wis. Dept. of Transportation	<input type="checkbox"/> Self <input checked="" type="checkbox"/> Agency (Provide Agency Name) Wis. Dept. of Transportation
e. Date Contacted	11/10/15 & 11/30/15	11/10/15 & 11/30/15	11/10/15 & 11/30/15
f. Result of contact	Not bidding project	Not bidding project	Not bidding project
g. Bid received?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (if yes, more on p. 4)*	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Information Needed For Review	Contact 13	Contact 14	Contact 15
a. Name of Firm Contacted	C & W Trucking	Par-Loc Inc.	Applied Flooring Solutions LLC
b. Contact's Phone Number	715-779-5628	715-835-1011	920-30-0138
c. Firm Type	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> SBRA	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> SBRA	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> SBRA
d. Is firm self-certified or agency-certified?	<input type="checkbox"/> Self <input checked="" type="checkbox"/> Agency (Provide Agency Name) Wis. Dept. of Transportation	<input type="checkbox"/> Self <input checked="" type="checkbox"/> Agency (Provide Agency Name) Wis. Dept. of Transportation	<input type="checkbox"/> Self <input checked="" type="checkbox"/> Agency (Provide Agency Name) Wis. Dept. of Transportation
e. Date Contacted	11/10/15 & 11/30/15	11/10/15 & 11/30/15	11/10/15 & 11/30/15
f. Result of contact	Not bidding project	Mailing & left voice messages	They will maybe bid project
g. Bid received?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
h. If bid received and rejected, why rejected?			NOT SUFFICIENT PRODUCT
i. Utilizing this firm? (if yes, more on p. 4)*	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

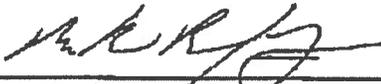


**PROOF OF PUBLICATION**

STATE OF WISCONSIN }  
MILWAUKEE COUNTY } S.S.

Mike Rifanburg, being the first duly sworn on oath, says that he is the Publisher of THE DAILY REPORTER, which is a public newspaper of general circulation, printed and published daily in the English language in the City of Milwaukee, in said county, and fully complying with the laws of Wisconsin, relating to the publication of legal notices; that the notice of which the printed one attached is a true copy, which was clipped from the said newspaper, was inserted and published in said newspaper on

Nov. 11, 2015      Dec. 1, 2015

  
\_\_\_\_\_  
Mike Rifanburg, Publisher

Sworn to me this 1st day of December 2015

  
\_\_\_\_\_  
Russell A. Klingaman  
Notary Public, Milwaukee County, Wisconsin  
My Commission Is Permanent



**ATTENTION:  
MBE/WBE/SBE/  
DBE/SBRA**

Miron Const. Co., Inc.  
is requesting proposals on the  
following project:

**Wastewater Treatment Plant  
Improvements  
Whitewater, WI**

**Bids Due:  
December 8, 2015 at 2:00PM**

**Miron Const. Co., Inc.**  
1471 McMahan Drive,  
Neenah, WI 54956  
PO Box 509  
Neenah, WI 54957-0509  
Ph: 920-969-7000  
Fax: 920-751-8150

*"An Equal Opportunity Employer"*

**PROOF OF PUBLICATION**

Customer: 10003693/Miron Const. Co. Inc. Schneider

BID BOND

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

BIDDER (Name and Address):
MIRON CONSTRUCTION CO., INC.
P. O. Box 509
Neenah, WI 54957-0509

SURETY (Name, and Address of Principal Place of Business):
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
1400 American Lane, Tower I, 18th Floor
Schaumburg, IL 60196-1056

OWNER (Name and Address):
CITY OF WHITEWATER
312 West Whitewater Street
Whitewater, WI 53190

BID

Bid Due Date: 12/8/2015
Description (Project Name— Include Location):
Wastewater Treatment Plant Improvements, Whitewater, WI

BOND

Bond Number: NA
Date: 12/8/2015
Penal sum Five percent of amount bid. \$ 5% of Amount Bid
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER MIRON CONSTRUCTION CO., INC. (Seal) SURETY FIDELITY AND DEPOSIT COMPANY OF MARYLAND (Seal)

Bidder's Name and Corporate Seal Surety's Name and Corporate Seal
By: David G. Voss, Jr. Signature (Attach Power of Attorney)
David G. Voss, Jr. Roxanne Jensen
Print Name Print Name
President Attorney In Fact
Title Title
Attest: Dean J. Basten - Secretary/Treasurer Signature Kelly Cooy
Title Witness

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary

- 1 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
- 2 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3 This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4 Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5 Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
- 6 No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
- 7 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8 Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- 9 Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- 11 The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by THOMAS O. MCCLELLAN, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Kelly CODY, Jeffrey R. MEISINGER, Roxanne JENSEN, Kent ARPS, Trudy A. SZALEWSKI, Christopher H. KONDRICK and Brian KRAUSE, all of Green Bay, Wisconsin, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of May, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Eric D. Barnes  
Secretary  
Eric D. Barnes

Thomas O. McClellan  
Vice President  
Thomas O. McClellan

State of Maryland  
County of Baltimore

On this 14th day of May, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written

Constance A. Dunn



Constance A. Dunn, Notary Public  
My Commission Expires: July 14, 2015

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 15th day of December, 2015.



*Geoffrey Delisio*

Geoffrey Delisio, Vice President

**OFFICIAL NOTICE TO BIDDERS**

# OFFICIAL NOTICE TO BIDDERS

CITY OF WHITEWATER

WASTEWATER TREATMENT PLANT IMPROVEMENTS

WHITEWATER, WI

Sealed Bids for the construction of Wastewater Treatment Plant Improvements will be received by The City of Whitewater, Wisconsin, at 312 W. Whitewater Street, Whitewater, WI 53190 until 2:00 p.m., Local Time on the 8<sup>th</sup> of December, 2015, at which time the Bids received will be opened and read aloud. The Project consists of constructing:

General construction of wastewater treatment facility buildings and concrete basins including sitework, yard piping, structural, architectural, process piping and equipment, plumbing, heating, ventilation, air conditioning, electrical and instrumentation and control.

The Bidding Documents are on file for inspection at the office of the Wastewater Superintendent located at 109 County Road U, Whitewater, Wisconsin 53190. Complete digital project bidding documents are available at [www.questcdn.com](http://www.questcdn.com). Digital plan documents may be downloaded for \$40 by inputting Quest project #4149890 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership registration, downloading, and working with this digital project information. Paper sets of project documents will not be made available.

Questions regarding the bid documents should be directed to Donohue & Associates attention: Nathan Cassity, PE (Telephone 920-208-0296, Fax 920-208-0402, email [ncassity@donohue-associates.com](mailto:ncassity@donohue-associates.com)).

**LEGAL PROVISIONS:** The Contract letting shall be subject to the provisions of Sections 62.15, 66.0901, and 779.15 of the Wisconsin statutes.

**WAGE RATES:** Contractor shall be required to pay not less than the prevailing wage rates on the Project as established by the United States Department of Labor and State of Wisconsin, Department of Workforce Development. Copies of these wage rates are on file in the office of the Superintendent and incorporated in the Contract Documents.

**AWARD OF CONTRACT:** Any Contract or Contracts awarded under this Official Notice to Bidders are expected to be funded in part by a loan from the Wisconsin Clean Water Fund. Neither the United States EPA, the Wisconsin DNR, nor agencies or employees is or will be a party to this Official Notice to Bidders or any resulting contract.

Any contract(s) awarded under this Official Notice to Bidders must demonstrate positive efforts to utilize small and minority owned businesses. This procurement will be subject to regulations contained in NR 162.12(4).

Bidders will be required to comply with the President's Executive Order No. 11246, as amended. The requirements for Bidders and Contractors under this order are explained in the Project Manual and in 41 CFR 60-4.

The Contract shall be subject to the applicable compliance standards and procedures of 40 CFR 8, Equal Employment Opportunity under EPA Contracts and EPA Assisted Construction Contracts.

**PRE-BID CONFERENCE:** A pre-bid conference will be held prior to the Bid opening on November 10, 2015 at 9:30 a.m. at the Wastewater Treatment Plant 109 County Road U, Whitewater, Wisconsin 53190, to familiarize Bidders with this Project.

**BID SECURITY:** Bid Security in the amount of not less than 5% of the Bid shall accompany each Bid in accordance with the Instructions to Bidders.

**CONTRACT SECURITY:** The Bidder to whom a Contract is awarded shall furnish a Performance Bond and a Payment Bond each in an amount equal to the Contract Price.

**BID REJECTION/ACCEPTANCE:** The Owner reserves the right to reject any and all Bids, waive informalities in bidding, or to accept the Bid or Bids, which best serves the interests of the Owner.

**BID WITHDRAWAL:** No Bid shall be withdrawn for a period of 60 days after the scheduled opening of the bids without the consent of Owner.

Published by authority of the City of Whitewater, Wisconsin.

By:

Cameron Clapper, City Manager

Donohue & Associates, Inc.  
Sheboygan, Wisconsin

**NOTICE OF AWARD**

**NOTICE OF AWARD**

DATED: \_\_\_\_\_

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACT:

City of Whitewater  
Wastewater Treatment Plant Improvements  
Whitewater, Wisconsin

---

You are notified that your Bid dated \_\_\_\_\_ for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for providing the total Work of the Contract.

The Contract Price of your Contract is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

Three copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Additional sets of Contract Documents and Drawings will be delivered separately at a later date.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award, that is by \_\_\_\_\_.

1. Deliver to the Owner three fully executed counterparts of the Contract Documents. Each of the Contract Documents must bear your signature on the appropriate page of the Agreement.
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders (Article 20) and General Conditions (Article 6).
3. Deliver with the executed Contract Documents the certificates of insurance (with a copy to each additional insured) which you are required to purchase and maintain in accordance with the Contract Documents as specified in the General Conditions (paragraph 2.01.B).

Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid in default, to annul this Notice of Award, and to declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

\_\_\_\_\_  
City of Whitewater, Wisconsin  
(OWNER)

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

Copy: Engineer

## **AGREEMENT**

## **AGREEMENT**

THIS AGREEMENT is by and between The City of Whitewater, Wisconsin (hereinafter called Owner) and Miron Construction Co., Inc. (hereinafter called Contractor). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **ARTICLE 1 – WORK**

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

General construction of wastewater treatment facility buildings and basins including sitework, yard piping, structural, architectural, process piping and equipment, plumbing, heating, ventilation, air conditioning, electrical, and instrumentation and control.

### **ARTICLE 2 – THE PROJECT**

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

CITY OF WHITEWATER  
WASTEWATER TREATMENT PLANT IMPROVEMENTS  
WHITEWATER, WI

### **ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Donohue & Associates, Inc., who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

### **ARTICLE 4 – CONTRACT TIMES**

4.01 Time of Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed on or before May 1, 2018, and completed and ready for final payment in accordance with Article 15 of the General Conditions on or before July 1, 2018.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed and Milestones not achieved within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding that actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof,

Owner and Contractor agree that as liquidated damages for delay (but not as a penalty).

1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

**ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated the following schedule for Unit Price Work:

UNIT PRICE WORK						
No.	Section	Item	Qty	Unit	Unit Price	Estimated Price
1	All Sections	All Work Except For Item Nos. 2 Through 13	1	LS	\$15,925,671.00 per LS	\$15,925,671.00
2	01210	Allowances (excluding ALT 1 and ALT 2 allowances)	1	LS	\$500,960	\$500,960
3	01230	Alternate 1 – Minimal Main Control Building Renovation (including ALT 1 Allowance)	1	LS	\$ _____ per LS	\$ _____
4	01230	Alternate 2 – Complete Main Control Building Renovation (including ALT 2 Allowance)	1	LS	\$1,992,524.00 per LS	\$1,992,524.00

**UNIT PRICE WORK**

No.	Section	Item	Qty	Unit	Unit Price	Estimated Price
5	01230	Alternate 3 – Storage Building and Roadway	1	LS	\$524,019.00 per LS	\$524,019.00
6	01230	Alternate 4 – Septage Receiving	1	LS	\$71,249.00 per LS	\$71,249.00
7	01230	Alternate 5 – Main Control Building Roof Replacement	1	LS	\$ _____ per LS	\$ _____
8	01230	Alternate 6 – Sewer Cleaning Dump Station	1	LS	\$83,186.00 per LS	\$83,186.00
9*	01230	Alternate 7 – High Strength Waste Receiving Station	1	LS	\$431,103.00 per LS	\$431,103.00
10	01230	Alternate 8 – Anaerobic Digester No. 2 Nozzle Mixing System	1	LS	\$ _____ per LS	\$ _____
11	01230	Alternate 9 – Minimum Preliminary Treatment Building Improvements	1	LS	\$ _____ per LS	\$ _____
12	01230	Alternate 10 – Full Preliminary Treatment Building Improvements	1	LS	\$870,219.00 per LS	\$870,219.00

UNIT PRICE WORK						
No.	Section	Item	Qty	Unit	Unit Price	Estimated Price
13*	01230	Alternate 11 – Contractor Provided Property Insurance	1	LS	\$14,094.00 per LS	\$14,094.00
<p>* Owner is further evaluating alternate bid items. If City Council rejects alternate bid item(s), contract will be revised by change order and contract price will be decreased based on associated bid item(s) rejected.</p>						
<p>TOTAL OF ITEM NO. 1 AND ITEM NO. 2 PLUS ACCEPTED ALTERNATES (Sum of Estimated Price for Item No. 1 and Item No. 2 plus the sum of all Accepted Alternates)</p>						<p><u>\$20,413,025.00</u> (figures)</p>
<p>Qty = Estimated Quantity</p> <p>Estimated Price (for each Item) = Qty x Unit Price (for each item)</p> <p>LS = Lump Sum CY = Cubic Yard LF = Lineal Foot EA = Each</p>						

As provided in Article 13 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Article 10 of the General Conditions. Unit prices have been computed as provided in Article 13 of the General Conditions.

All specific allowances identified in Section 01210 are included in the above price in accordance with Article 13 of the General Conditions.

5.02 Owner accepts/rejects the following alternates as described in Section 01230 and indicated on the Bid Form:

- A. Reject Alternate 1: Minimal Main Control Building (100) Architectural Renovation.
- B. Accept Alternate 2: Complete Main Control Building (100) Architectural Renovation.
- C. Accept Alternate 3: Storage Building (120) and Roadway.
- D. Accept Alternate 4: Septage Receiving (160).
- E. Reject Alternate 5: Main Control Building (100) Roof Replacement.
- F. Accept Alternate 6: Sewer Cleaning Dump Station (150).
- G. Accept Alternate 7 \*: High Strength Waste Receiving Station (170).
- H. Reject Alternate 8: Anaerobic Digester No. 2 Nozzle Mixing System.

- I. Reject Alternate 9: Minimum Preliminary Treatment Building (200) Improvements.
- J. Accept Alternate 10: Full Preliminary Treatment Building (200) Improvements.
- K. Accept Alternate 11 \*: Contractor Provided Property Insurance.

\* Owner is further evaluating alternate bid items. If City Council rejects alternate bid item(s), contract will be revised by change order and contract price will be decreased based on associated bid item(s) rejected.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- B. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Article 15 of the General Conditions:

- 1. 95% of Work completed (with the balance being retainage). If the Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments will be in an amount equal to 100% of the Work completed less the aggregate of previous retainage and payments previously made. At 50% completion, or any time thereafter, when the character and progress of the Work is not satisfactory, additional amounts may be retained, but in no event shall the total retainage be more than 10% of the value of the Work completed.

- C. Upon Substantial Completion, the amount of retainage may be reduced. Upon Substantial Completion, Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed or corrected.

### 6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Article 15 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Article 15.

## ARTICLE 7 – INTEREST

7.01 All amounts not paid when due as provided in Article 15 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the project.

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered and correlated the information known to the Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and all additional or supplementary examinations, investigations, explorations, tests, studies, and data with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. In accordance with Section 215 of the Clean Water Act (33 U.S.C. 1251 et seq.) and implementing EPA regulations, Contractor agrees that the Contractor, Subcontractors, and

suppliers in the performance of this Contract will give preference to domestic construction materials.

- K. In connection with the performance of Work under this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition or developmental disability as defined in s. 51.01(5), Wisconsin Statutes or national origin. This provision 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. Contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. CONTRACTOR agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause
- L. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- M. Bidder agrees that the Contractor, Subcontractors, and suppliers in the performance of this Contract will comply with the Consolidated Appropriations Act, 2014. The Consolidated Appropriations Act, 2014 states that all "iron and steel products" used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works are produced in the United States. "Iron and Steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, conduit, reinforced precast concrete, and construction materials.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 00520-1 to 00520-11, inclusive);
  - 2. Performance Bond (pages 00610-1 to 00610-2, inclusive);
  - 3. Payment Bond (pages 00615(A)-1 to 00615(A)-3, inclusive);
  - 4. General Conditions (pages 00700-1 to 00700-65, inclusive);
  - 5. Supplementary Conditions (pages 00800-1 to 00800-18, inclusive);
  - 6. Specifications as listed in the table of contents of the Project Manual;
  - 7. Drawings, not attached hereto, consisting of a cover sheet and sheets numbered 1 through 542, inclusive, with each sheet bearing the following general title: City of Whitewater, Wastewater Treatment Plant Improvements, Whitewater, Wisconsin;
  - 8. Addenda (numbers 1 to 4, inclusive);
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Exhibit A: "Base Bid (Type I) Material and Equipment Schedule" from Contractor's Bid (pages 00410-11 to 00410-12, inclusive);
    - b. Exhibit B: "Base Bid (Type II) Material and Equipment Schedule" from Contractor's Bid (pages 00410-13 to 00410-14, inclusive);

- c. List of proposed Subcontractors having a direct contract with the Contractor from the Subcontractor Listing included with the Contractor's Bid (page 00410-10).

10. Wage Rates;

11. Federal, State, and Local Forms;

12. Documents in the Appendix;

13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed;

- b. Change Orders;

- c. Work Change Directives;

- d. Field Orders;

- e. Engineer's written interpretations and clarifications.

B. The documents listed in Paragraph 9.01.A. are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

A. Terms used in this Agreement will have the meanings indicated in the General Conditions and Supplementary Conditions.

### **10.02 Assignment of Contract**

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 Successors and Assigns**

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 Other Provisions

- A. Contractor's Estimated Payment Request Schedule for Outlay Management:
  - 1. Within 30 days of issuance of the Notice to Proceed, Contractor shall furnish Owner with a schedule of the estimated dollar value of work projected to be completed each month for the duration of the Contract. The schedule shall be updated monthly based on actual expenditures and shall be submitted along with Contractor's monthly application for progress payment. The schedule shall be detailed to allow separation of eligible and ineligible cost items and Innovative/Alternative cost items.

(Continued On Next Page)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

**Miron Construction Co., Inc.**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
(signature)

By: Tim A. Kippenhan  
(signature)

**Tim A. Kippenhan, Vice President**

\_\_\_\_\_

\_\_\_\_\_

(typed name and title)

(typed name and title)

Attest \_\_\_\_\_  
(signature)

Attest Christy Young  
(signature) **Christy Young**  
**Witness**

Address for giving notices:

Address for giving notices:

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

**1471 McMahon Drive**  
\_\_\_\_\_  
**Neenah, WI 54956**  
\_\_\_\_\_

If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.

License No. **1102364**  
(where applicable)

Approved as to form and execution this

Agent for service of process: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(attorney for Owner)

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Countersigned by:

\_\_\_\_\_  
Comptroller  
(or other designated official)

Designated Representative:

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

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

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

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Designated Representative:

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

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

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

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kelly CODY, Jeffrey R. MEISINGER, Roxanne JENSEN, Kent ARPS, Trudy A. SZALEWSKI, Christopher H. KONDRICK and Brian KRAUSE, all of Green Bay, Wisconsin, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of May, A.D. 2013.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



*Eric D. Barnes*

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

Secretary  
Eric D. Barnes

*Thomas O. McClellan*

Vice President  
Thomas O. McClellan

State of Maryland  
County of Baltimore

On this 14th day of May, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*



Constance A. Dunn, Notary Public  
My Commission Expires: July 14, 2015

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kelly CODY, Jeffrey R. MEISINGER, Roxanne JENSEN, Kent ARPS, Trudy A. SZALEWSKI, Christopher H. KONDRICK and Brian KRAUSE**, all of Green Bay, Wisconsin, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of May, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*  
*Secretary*  
*Eric D. Barnes*

*Thomas O. McClellan*  
*Vice President*  
*Thomas O. McClellan*

State of Maryland  
County of Baltimore

On this 14th day of May, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*



Constance A. Dunn, Notary Public  
My Commission Expires: July 14, 2015



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
01/08/2016

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).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Green Bay WI Office 111 N. Washington Street, Suite 300 P. O. Box 23004 Green Bay WI 54305-3004 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (920) 437-7123		FAX (A/C. No.): (920) 431-6345
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Miron Construction Co., Inc. P. O. Box 509 Neenah WI 54957-0509 USA	<b>INSURER A:</b> Zurich American Ins Co		16535
	<b>INSURER B:</b> Liberty Insurance Underwriters, Inc.		19917
	<b>INSURER C:</b> Steadfast Insurance Company		26387
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 570060926074      **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			GLO 9259229-08 GENERAL LIABILITY	04/01/2015	04/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP 9259228-08 BUSINESS AUTOMOBILE	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			1000038761-09 UMBRELLA LIABILITY	04/01/2015	04/01/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 9259230-08 WORKERS' COMPENSATION	04/01/2015	04/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	Pollution Cvg			EOC 5816723-02 Pollution Liability	04/01/2015	04/01/2016	PER OCCURRENCE \$5,000,000 DEDUCTIBLE \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: WASTEWATER TREATMENT PLANT IMPROVEMENTS, WHITEWATER, WI. (WHITEWATER WWP, MIRON PROJECT #153415). ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS FOR ONGOING AND COMPLETED OPERATIONS ON THE GENERAL LIABILITY CITY OF WHITEWATER AND DONOHUE & ASSOCIATES INC AS RESPECTS TO THE PROJECT NAMED ABOVE PER BLANKET ADDITIONAL INSURED ENDORSEMENT, AS REQUIRED BY WRITTEN CONTRACT. ENDORSED POLICIES WILL INCLUDE A 30 DAY NOTICE OF CANCELLATION/NONRENEWAL FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, PROVIDED TO THOSE PARTIES INDICATED IN THE WRITTEN CONTRACT.

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF WHITEWATER  
 312 WEST WHITEWATER STREET  
 WHITEWATER WI 53190 USA

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

*Aon Risk Services Central Inc*

Holder Identifier :

Certificate No : 570060926074