



CITY OF WAUWATOSA
ENGINEERING SERVICES DIVISION
7725 WEST NORTH AVENUE
WAUWATOSA, WI 53213
Telephone: (414) 479-8927
www.wauwatosa.net

Boris Veleusic, P.E.
City Engineer
bveleusic@wauwatosa.net

PLEASE RETURN THIS FORM VIA EMAIL TO TENGINEERING@WAUWATOSA.NET

Date: _____

To: Boris Veleusic, P.E.
City Engineer
City of Wauwatosa
7725 W. North Avenue
Wauwatosa, WI 53213

RE: Submission of Prequalification Forms for the Year 2025

Submitted herewith please find our statement for your consideration in determining whether our firm is qualified and capable to bid, perform and furnish the necessary labor, materials and skills on the basis of our work record, experience, equipment and staff as required to enter upon and complete those various types of projects indicated below as may be awarded by the Municipality during the current calendar year.

It is understood that the determinations and decisions of the Municipality with regard to qualifications shall be final; and further, that the information herein will be considered confidential. A finding of "qualified" for one project does not bind the Municipality on other projects, and the Municipality expressly reserves the right to review and revise its findings on later projects.

Sincerely,

Signature

Please Print Name

Firm Name

CITY OF WAUWATOSA
PREQUALIFICATION STATEMENT

There is submitted herewith for your consideration, pursuant to Sec. 66.0901 Wisc. Stats., a statement of qualifications of the undersigned to furnish the necessary labor, materials and skills required to enter upon and complete public works contracts to be let by the Municipality through its several departments.

I. IDENTIFICATION

A. Legal firm name: _____

Address: _____

B. Telephone: _____ Fax: _____

Email: _____

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

If less than 5 years, please provide prior company name(s) for that period:

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

E. Please check and complete No. 1, 2 or 3 below:

1. A Corporation, LLC or S-corporation: _____

President: _____

Vice-president: _____

Secretary: _____

Treasurer: _____

2. A Partnership: _____

Name(s) of Partners: _____

3. Sole Proprietor: _____

F. If a Non-Wisconsin corporation answer below:

1. When incorporated: _____

2. In what state: _____

3. Licensed to do business in Wisconsin (month & year): _____

II. EXPERIENCE

A. Tabulation of major contracts which firm has completed during the past 5 years (use attachments as needed):

Year	Class of Work	Contract Amount	Location of Work	For Whom Performed: (Name, Address & Phone)

B. Tabulation of construction experience of principal individuals in organization (use attachments as needed):

Individual's Name	Present Position or Office	Years of Experience	Class of Work

C. Average number of employees during the last 12 months:

1. Office: _____ 2. Skilled: _____ 3. Unskilled: _____

III. EQUIPMENT:

- A. List below major pieces of equipment owned and available when needed for proposed work (use attachments as needed)

Quantity	Item	Description, Size, Capacity, etc.	Condition (Good or Fair)	Years of Service

IV. CONTRACTUAL RESPONSIBILITY

- A. Has firm ever failed, in the past ten years, to complete on time, work awarded to it?.....(Yes or No) _____

If you answered yes, complete the following:

1. Date: _____
2. Owner: _____
3. Owner's mailing address: _____

4. Phone number (at the time or preferably now):

5. Full particulars in each instance (use attachments as Needed)

- B. Has any officer or partner of firm ever failed, in the past ten years, to complete on time, work awarded to it?.....(Yes or No) _____

If you answered yes, complete the following:

1. Date: _____
2. Name of officer or partner: _____

3. Owner's mailing address: _____

4. Phone number (at the time or preferably now):

5. Full particulars in each instance (use attachments as needed)

C. Has any officer or partner of firm ever been an officer or partner of some other organization during the past 10 years that failed to complete on time a construction contract?.....(Yes or No) _____

If you answered yes, complete the following:

1. Date: _____
2. Name of officer or partner: _____
3. Name and mailing address of organization:

4. Name and mailing address of owner:

5. Phone number (at time or preferably now):

6. Full particulars in each instance (use attachments as Needed)

- D. Has firm asked to be relieved from a bid submitted by it to a public awarding authority during the past 10 years?.....(Yes or No) _____

If you answered yes, complete the following:

1. Date: _____
2. Owner: _____
3. Owner's mailing address: _____

4. Phone number (at the time or preferably now):

5. Full particulars in each instance (use attachments as Needed)

- E. Has firm ever been charged with or convicted of a violation of any wage schedule?.....(Yes or No) _____

If you answered yes, complete the following:

1. Date: _____
2. Claimant: _____
3. Claimant's mailing address: _____

4. Phone number (at time or preferably now)

5. Full particulars in each instance (use attachments as Needed)

V. DEBARMENT

Is the Contractor firm or any owner, partner, director, officer, or principal of the Contractor, or any person in a position with management responsibility or responsibility for the administration of funds:

- A. presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency?.....(Yes or No) _____
- B. within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property?.....(Yes or No) _____
- C. presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above?.....(Yes or No) _____
- or
- D. within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default?.....(Yes or No) _____

If the contractor is "Actively" registered with SAMS (Service for Award Management), the UEI (Unique Entity ID) assigned is:

VI. BONDING RESPONSIBILITY

- A. Names, addresses and telephone numbers of bonding companies which generally execute bid and surety bonds (use attachments as needed):

- B. Names, addresses and telephone numbers of all bonding companies other than those listed above which have written bid and surety bonds during the last 5 years (use attachments as needed):

- C. Has any bonding company ever taken over a contract or made any payments, because of firm's failure to carry out a contract?.....(Yes or No) _____

If you answered yes, complete the following:

1. Date: _____

2. Name of bonding company: _____

3. Bonding company's mailing address:

4. Bonding company's phone number:

5. Full particulars in each instance (use attachments as needed)

VII. CONTRACTOR'S FINANCIAL STATEMENT

- A. Attach itemized list of your current assets as of latest balance sheet date. (give date)
- B. Attach itemized list of your current liabilities as of latest balance sheet date. (give date)
- C. Who prepared such balance sheet? _____
- D. Are any of your assets assigned?.....(Yes or No) _____

If yes which are assigned? (use attachments as needed):

For what purpose are they assigned? (use attachments as needed):

VIII. DATA

- A. Are you familiar with:
 - 1. The provisions of the form of contract used by this Municipality?.....(Yes or No) _____
 - 2. Its terms and conditions?.....(Yes or No) _____
 - 3. Its specifications?.....(Yes or No) _____
 - 4. The regulations of the Municipality relating to bidding and awarding of contracts?.....(Yes or No) _____

IX. AFFIDAVIT

STATE OF _____)
) ss.
COUNTY OF _____)

_____ being duly sworn, deposes and says that s/he is the
Print Name

_____ of the above _____ and that the
Print Title Name of Firm

answers to the foregoing questions and all statements therein contained are true and correct,
and that any owner, bonding company, or other agency herein named is hereby authorized to
supply the Municipality with any information deemed necessary to verify this statement.

Signature of Authorized Corporate Official, Partner or Owner

Print Name

Title

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

My commission expires _____, 20____

Notary Public

CONTRACT DOCUMENTS
FOR

SWAN BOULEVARD BRIDGE DECK SEALING
IN THE
CITY OF WAUWATOSA, WISCONSIN

CONTRACT 25-21

PROJECT 2307
QuestCDN No. 9738186



June 18, 2025

Construction & Inspection
Coordination:

Nicholas Deming, PE
Construction Manager
(414) 507-7153
ndeming@wauwatosa.net

Project Coordination and
Plans Prepared By:

Jessica Henderson, PE
Civil Engineer
(414) 479-8978
jhenderson@wauwatosa.net

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Agreement

Official Notice to Contractors

- Exhibit A - Schedule of Bid Items
- Exhibit B – Public Records Contract Terms
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- Exhibit D – Project Plans
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 - Traffic Control Exhibits
 - Swan Boulevard Bridge Deck As-Built
- Exhibit E – Affidavit of Compliance

AGREEMENT – Contract 25-21

THIS AGREEMENT is by and between City of Wauwatosa (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. - WORK

1.01 Under this proposal, the Contractor shall furnish all labor, materials, supplies, equipment, tools and other services necessary for the surface and joint preparation and application of high-molecular-weight methacrylate resin to approximately 2,485 SY of the Swan Boulevard bridge deck, approaches, medians and sidewalks, and work incidental thereto all in accordance with contract documents.

The contractor shall provide, install and maintain temporary traffic control devices for a full roadway and bridge shutdown to complete the work within two working days. Traffic control shall be in strict accordance with the Manual for Uniform Traffic Control Devices, latest edition. Pavement markings will not need to be salvaged and will be re-installed by a separate contractor.

ARTICLE 2. - THE PROJECT

2.01 The Work constitutes the entirety of the Project.

ARTICLE 3. PUBLIC WORKS

3.01 The Project has been designed by the City of Wauwatosa. All work shall be done under the supervision of the Board of Public Works represented by the City Engineer and to their satisfaction. The City Engineer, or their authorized representative, shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of the plans and specifications, acceptable fulfillment of the contract, compensation and disputes and mutual rights between Contractors under these specifications. The City Engineer, or their authorized representative, shall determine the amount and quantity of work performed and materials furnished.

ARTICLE 4. - CONTRACT TIMES

4.01 Time of the 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. CONTRACTOR has two working days to complete the Work.
- B. Work shall be completed within the 2025 construction season, and will not be allowed on the Labor Day holiday (September 1, 2025), or any other City holiday.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in the paragraph 4.02 above, plus any extensions thereof as may be specifically described in the Contract Documents. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the 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), CONTRACTOR shall pay OWNER \$1,670.00 for each day that expires after the time specified in paragraph 4.02 for Milestones and Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$500.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5. - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of \$_____.

ARTICLE 6. - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment after the completion of the Work.
- B. When alterations in the plans or quantities of work as herein provided are ordered or negotiated, the CONTRACTOR shall accept payment as herein provided, and no allowance will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the CONTRACTOR resulting either directly from such alterations or indirectly from unbalanced allocation among the contract items of overhead expense on the part of the bidder and subsequent loss of expected reimbursement thereof, or from any other cause.

ARTICLE 7. – INSPECTION

7.01 All material and each part or detail of the work shall be subject at all times to inspection by the City Engineer or their authorized representative, and the CONTRACTOR will be held strictly

to the true intent of the specifications in regard to quality of materials, workmanship and the diligent execution of the contract. Such inspection may include mill, plant or shop inspection, and any material furnished under these specifications is subject to such inspection. The City Engineer or their representatives shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the CONTRACTOR as is determined by the City Engineer or their representative, to make a complete and detailed inspection.

The CONTRACTOR shall, if the City Engineer requests, remove or uncover such portion of the finished work as the City Engineer may direct before the final acceptance of the same. After the examination, the CONTRACTOR shall restore said portion of the work to the standard required by the specifications. If the work thus exposed or examined proves acceptable, the expense of uncovering or removing and the replacing of the parts removed shall be paid for as extra work, but, if the work so exposed or examined is unacceptable, the expense of uncovering or removing and the replacing of the same in accordance with the specifications shall be borne by the CONTRACTOR.

Failure or neglect on the part of the City Engineer to condemn or reject bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials, if it becomes evident at any time prior to the final acceptance of the work by the Common Council. Neither shall it be construed as barring the OWNER, at any subsequent time, from the recovery of damages or of such a sum of money as may be needed to build anew all portions of the work in which fraud was practiced or improper materials hidden, wherever found.

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 visited the Site and become familiar with and is satisfied as to all federal, state, and local Laws and general, local, and Site conditions that may affect cost, progress, and performance of the Work.

B. 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. The CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

C. 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.

ARTICLE 9. - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement;
 2. CONTRACTOR'S Proposal is attached as Exhibit A; and
 3. Proof of Insurance (to be submitted by CONTRACTOR).
 4. The attachments referenced in the description of the Work in Section 1.01 and as specified in Exhibit C.
 5. The CONTRACTOR's Affidavit of Compliance (Exhibit E), Performance Bond and Payment Bond (all to be submitted by CONTRACTOR).
 6. Public Records Contract Terms attached as Exhibit B.
 7. Any associated plan sheets attached in Exhibit D. Plan sheets and notes on these sheets shall take precedence over specifications provided in Exhibit C when conflict exists.
- 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 by the express written agreement of the parties.

ARTICLE 10. - MISCELLANEOUS

10.01 Terms

- A. Intentionally Omitted.

10.02 Assignment of Contract

- A. The CONTRACTOR shall not assign this contract or any part hereof without the written consent of the OWNER.

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 Indemnification and Insurance:

A. CONTRACTOR shall indemnify, save harmless, and defend OWNER and City Engineer against any and all lawsuits, claims, demands, liabilities, losses and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with CONTRACTOR's, or any of its Subcontractors or Suppliers', performance of, or failure to perform, the work or any part thereof, whether or not due or claimed to be done in whole or in part to the active, passive, or concurrent negligence or fault of CONTRACTOR, except to the extent caused by the sole negligence of Owner, including, without limitation lawsuits, claims, demands, liabilities, losses, and expenses for or on account of:

1. Any delays or interference or damage to other CONTRACTORS; and
2. Labor equipment, materials, or supplies furnished under this Contract, including all liens or notices of liens on account thereof or CONTRACTOR's failure to remove or discharge same; and
3. CONTRACTOR's failure to obtain any required permits, licenses, approvals, or authorizations; and
4. Bodily injury, sickness, disease, or death sustained by any Person or Persons or injury or damage to, or loss or destruction of, any property; and
5. Any act or omission of CONTRACTOR or any of its subcontractors or Suppliers, including but not limited to any failure to fulfill the terms of, or comply with, any laws or to pay any taxes, contributions, or premiums; and
6. Infringement, alleged infringement, or use of patent rights in connection with the work and the use by Owner of any equipment, materials, supplies, processes, or inventions furnished under this contract.

As much of the money due the said CONTRACTOR under and by virtue of this contract as shall be considered necessary by the OWNER for indemnification purposes may be retained for the use of the OWNER; or in case no money is due, the CONTRACTOR's surety shall be held until such suit or suits, action or actions, claim or claims, judgment or judgments, for injuries or damages as aforesaid shall have been settled or satisfied and suitable evidence to that effect furnished to the OWNER.

The OWNER shall not be liable to the CONTRACTOR for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

The CONTRACTOR agrees to pay, and guarantees the payment of, all claims for labor performed and materials furnished, used or consumed in making the improvement or performing the work herein provided for, without limitation, together with premiums for workmen's compensation, all as provided and required by Section 779.14 of the Wisconsin Statutes.

The CONTRACTOR, under these specifications, shall carry liability insurance to indemnify the OWNER and the public for injuries sustained by reason of the carrying on of the work. The CONTRACTOR shall furnish evidence that they have complied with Chapter 102, Wisconsin Statutes.

B. At all times during the term of this agreement, CONTRACTOR shall keep in force

and effect a Commercial and General Liability Insurance, and other insurance coverage, as specified in the Contract Documents. Such insurance shall be primary. Prior to commencement of the Work, the Company shall furnish OWNER with Proof of Insurance conforming to the minimum requirements below and/or as otherwise specified in the contract. The Proof of Insurance shall be submitted to the City Attorney for approval as to the form, and shall be subject to the approval of the City Attorney.

C. CONTRACTOR'S INSURANCE. The Contractor and the Contractor's insurance company shall be held responsible for and shall save the Owner harmless from all liability for damages occasioned by the digging up, use or occupancy of the street, alley, highway, public grounds and private grounds, or which may result therefrom, or which may result in any way from the negligence or carelessness of the Contractor, their agents, employees or workmen; or by reason of the elements, unforeseen or unusual difficulties, obstructions, or obstacles encountered in the prosecution of the work; and they shall indemnify the Owner for and save it harmless from all claims and liabilities, actions and causes of action, and liens for materials furnished or labor performed in the construction or execution of the work, and from all costs, charges and expenses incurred in defending such suits or actions, and from and against all claims and liabilities for injury or damage to persons or property emanating from defective or careless work methods, or from and against all claims or liabilities for royalties, license fees, actions, suits, charges and expenses or damage from infringement for reason of the use of any invention or improvement in tools, equipment or plant or any process, device or combination of devices used in the construction of the work.

The Contractor shall not commence work under a contract until they have obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a subcontractor to commence work until all similar insurance required has been so obtained and filed. Contractor shall be required to maintain insurance throughout the duration of the contract until final acceptance of the project.

1. WORKMEN'S COMPENSATION INSURANCE. Statutory coverage as required by Chapter 102 of the Statutes of the State of Wisconsin, as revised, and all acts amendatory thereof and supplementary thereto, and for all employees of the Contractor. All subcontractors and suppliers shall furnish to the Contractor and the Owner evidence of similar insurance for all of their respective employees unless such employees are covered by the protection afforded by the Contractor.
2. COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE
 - a. COMPREHENSIVE GENERAL LIABILITY. The Contractor shall maintain during the life of this Contract, Comprehensive General Liability written in comprehensive form to protect the Contractor, the Owner and Engineer against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the

Contractor or their agents, employees, or subcontractors. The policy shall be endorsed to include Notice of Cancellation Endorsement Form IL-7002 10-90 or equivalent endorsement language which is approved by the City Attorney. This endorsement shall be specifically reflected on the Certificate of Insurance form required by Section 6.02, and a copy of said endorsement shall be provided to the Owner when available. In addition, this policy shall specifically insure the contractual liability assumed by the Contract.

The scope of this coverage shall also include the Personal Injury Hazards, including "a", "b", and "c". "a" includes false arrest, malicious prosecution, and un-willful detention or imprisonment. "b" includes libel, slander, and defamation of character. "c" includes wrongful eviction, invasion of privacy and wrongful entry. Employee exclusion shall be removed. In addition, coverage will include broad form property damage, host liquor liability, advertising injury, additional persons insured, extended bodily injury, and incidental medical malpractice.

Comprehensive general liability coverage shall contain no exclusions for explosion, collapse, or underground work (X, C, or U).

The contractor shall also provide completed operation and product liability coverage for the life of the Contract and maintain such coverage for a period of 1 year after final acceptance of the work by the Owner.

The liability limits shall not be less than \$1,000,000 combined single limit per occurrence for personal injury, bodily injury and property damage if coverage written on 1973 I.S.O. form or \$1,000,000. combined single limit per occurrence with \$2,000,000. aggregate for personal injury, bodily injury or property damage if coverage is written on 1986 I.S.O. coverage form.

- b. UMBRELLA/EXCESS LIABILITY. The Contractor shall maintain during the life of this Contract, Umbrella/Excess Liability coverage totaling \$5,000,000. If primary comprehensive General Liability is written on a 1986 I.S.O. coverage form, Umbrella/Excess liability shall include a drop down provision to protect, on a primary basis, the contractor, the Owner and Engineer, in the case of exhaustion of the aggregate primary limits.

- 3. COMPREHENSIVE AUTOMOBILE LIABILITY AND PROPERTY DAMAGE. Operations of owner, hired and non-owned motor vehicles.

Bodily Injury	\$ 500,000 per person \$1,000,000 per occurrence
Property Damage	\$ 500,000 per occurrence

The Contractor shall file with the Owner a certification of insurance containing a ten (10) day notice of cancellation.

NOTE: The required limits of liabilities may be obtained with primary liability policies or in combination with an umbrella excess third party liability policy.

4. ADDITIONAL INSURED All insurance coverages required pursuant to this contract shall name the following persons as additional insured parties:

The Owner and its boards, commissions, committees, authorities, employees, agencies and officers, voluntary associations, other units operating under the jurisdiction and within the appointment of its budget.

10.05 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.

10.06 Termination or Suspension.

- A. In the event that any of the provisions of this contract are violated by the CONTRACTOR or by any of the CONTRACTOR's subcontractors, or in the event the work to be performed under this contract shall not be prosecuted with such diligence and with such number of men as to insure its completion within the time limited by this Contract, the OWNER by its City Engineer may serve written notice upon the CONTRACTOR and their surety notifying the CONTRACTOR and their surety of the CONTRACTOR's violations or the CONTRACTOR's failure to prosecute the work, and that the OWNER by its City Engineer will suspend the work of the CONTRACTOR under this contract or terminate this contract unless the CONTRACTOR within the time limitation provided for in such notice by the City Engineer desists from all violations under this contract or makes satisfactory arrangements with the City Engineer for the corrections of and the compliance with all the provisions of this contract. In the event the CONTRACTOR fails to comply with the provisions in the notice from the City Engineer within the time limitation provided in such notice by the City Engineer, the Board of Public Works of the OWNER shall be authorized to take charge of and employ men and secure materials for the completion of the work under this contract or re-let the work to be

performed under this contract to another responsible Contractor, or authorize the CONTRACTOR's surety to take charge of the work and perform the work under this contract by a CONTRACTOR acceptable to the OWNER to the completion of the work under this contract.

In the case the OWNER shall declare the CONTRACTOR in default as to a part of the work only, the CONTRACTOR shall discontinue such part, shall continue performing the remainder of the work in strict conformance with the terms of the contract, and shall in no way hinder or interfere with any other CONTRACTOR or persons whom the Board of Public Works of the OWNER or its City Engineer may engage to complete the work as to which the CONTRACTOR was declared in default.

10.07 Public Officials.

- A. Personal Liability of Public Officials. In carrying out any of the provisions of this contract or in exercising any power or authority granted to the CONTRACTOR hereby, there shall be no personal liability upon the City Engineer or their authorized assistants, it being understood that in such matters they act as agents and representatives of the OWNER.
- B. Officials Not to Benefit. No member of the Public Body shall be admitted to any share or part of this contract or to any benefit that may arise therefrom but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

IN WITNESS WHEREOF, OWNER, and CONTRACTOR have signed this Agreement electronically. An electronic pdf of this Agreement have been delivered to OWNER, CONTRACTOR, and DIRECTOR. All portions of the Contract Documents have been signed as needed by OWNER and CONTRACTOR or on their behalf. By submitting for this proposal, the CONTRACTOR agrees to execute this agreement electronically.

This Agreement will be effective on date of OWNER's signature (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of Wauwatosa

Dennis McBride, Mayor

By: _____

Title: _____

Date: _____

Date: _____
(CORPORATE SEAL)

ATTEST:

Steven Braatz, City Clerk

Address for giving notices:
City of Wauwatosa City Hall
7725 W. North Avenue
Wauwatosa, WI 53213

Date: _____

Name, City Comptroller

Designated Representative:

Name: _____
Title: _____
Address: _____
Phone: _____
Facsimile: _____

ATTEST _____

Title: _____

Address for giving notices:

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

Designated Representative:

Name: _____
Title: _____
Address: _____
Phone: _____
Facsimile: _____

SECTION 100 – OFFICIAL NOTICE

OFFICIAL NOTICE TO CONTRACTORS **ADVERTISEMENT FOR BIDS**

The City of Wauwatosa will receive proposals for bridge deck sealing until 11:01 A.M. Local Time, July 9th, 2025, at which time all bids will be publicly opened and read virtually via use of the Zoom platform. Access at zoom.us, Meeting ID 894 1504 7159.

CONTRACT 25-21, SWAN BOULEVARD BRIDGE DECK SEALING

Under this proposal, the Contractor shall furnish all labor, materials, supplies, equipment, tools and other services necessary for the preparation and application of high-molecular-weight methacrylate resin to approximately 2,485 SY of the Swan Boulevard Bridge deck, approaches, medians and sidewalks, and work incidental thereto all in accordance with contract documents.

Interested parties may view and obtain digital copies of the contract documents, including plans and specifications, from Quest Construction Data Network. Access the QuestCDN website at www.questcdn.com. Input QuestCDN eBidDoc No. 9738186 on the website's Project Search page. No password is required. Contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in downloading and working with the digital documents.

There is a nonrefundable charge of \$25.00 for the plans and contract documents. Plans are also available for viewing only at the Engineering office at City Hall, 7725 W. North Avenue, Wauwatosa, Wisconsin. Plans will be available on June 18, 2025.

The City will accept only online electronic bids through QuestCDN. To access the electronic bid form, download the project documents and click the online bidding button at the top of the advertisement.

All proposals must be submitted in electronic format together with a bid bond equal to five (5) percent of the bid payable to the City of Wauwatosa, Wisconsin, as a guarantee that if his bid is accepted, the successful bidder will execute and file the proper contract and bonds within ten (10) days after notification of award of the contract.

Failure on the part of the successful bidder to execute his contract and *performance and labor & material payment* bonds within ten (10) days from the date of notice of the award of contract will be considered as just cause for the annulment of the award and the forfeiture of the proposal guarantee to the City not as a penalty but in payment to the City as liquidated damages as a result of such failure.

No bid shall be withdrawn after the opening of bids for a period of sixty (60) days after the scheduled time of closing of bids.

The letting of the work described herein is subject to the provisions of Section 66.09, Wisconsin Statutes, requiring the bidder to furnish proof of responsibility. Bidder prequalification is required on forms furnished by the City of Wauwatosa and submitted to the City Engineer. Prequalification forms that are submitted after 5 days preceding the contract letting date may be cause for the rejecting of bids.

TIME OF SUBSTANTIAL COMPLETION

Contractor has two working days to complete the work for CONTRACT 25-21, SWAN BOULEVARD BRIDGE DECK SEALING.

If the contractor does not complete the work within the time set forth above for CONTRACT 25-21, SWAN BOULEVARD BRIDGE DECK SEALING or within the extra time allowed under a City Engineer granted time extension, the City will assess liquidated damages. The City will deduct one thousand dollars (\$1,670.00) for every calendar day that the work remains uncompleted from payments due the contractor.

The Contractor will also be charged for each and every day inspection is required after the time of completion has expired. This charge will be based on the actual costs of inspection, construction supervision, clerical and administrative costs, traffic control and overhead charges.

A required "Affidavit of Compliance" is included in contract documents and must be submitted with the bid.

The right to reject or accept any or all bids and the right to waive any informality in bidding is reserved to the City of Wauwatosa, Wisconsin.

Dated at Wauwatosa, Wisconsin June 18, 2025

Steven A. Braatz Jr., City Clerk

City of Wauwatosa, Wisconsin

EXHIBIT A

NO.	ITEM CODE	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	A1	METHACRYLATE FLOOD SEAL	2,485	SY	\$	\$
2	A2	MOBILIZATION AND TRAFFIC CONTROL	1	LS	\$	\$

TOTAL FOR CONTRACT 25-21 SWAN BOULEVARD BRIDGE DECK SEALING

\$

EXHIBIT B

Public Records Responsibilities Contract Terms

The Owner and Contractor recognize that applying applicable Wisconsin public records laws to particular records requests can be difficult, in light of copyright and other confidentiality protections. To ensure that applicable laws are followed, both with regard to private rights, and with regard to public records laws, the Owner and Contractor agree as follows. When the Owner receives public records requests for matters that the Owner believes might be proprietary or confidential information, the Owner will notify Contractor of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), Contractor shall either provide the Owner with the record that is requested, for release to the requestor; or Contractor shall advise the Owner that Contractor objects to the release of the requested information, and the basis for the objection. If for any reason Owner concludes that the Owner is obligated to provide a record to a requestor that is in Contractor's possession, Contractor shall provide such records to the Owner immediately upon the Owner's request. Contractor shall not charge for work performed under this paragraph, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law.

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, Contractor shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the Owner, its officers, agents, employees and independent contractors growing out of (i) the Owner's denial of a records request, based upon objections made by Contractor, or (ii) Contractor's failure to provide records to the Owner upon the Owner's request; or (iii) the Owner's charges made to a records requestor, based upon reimbursement of costs Contractor charged to Owner in responding to a records request; or (iv) the Owner's lack of timely response to a records request, following Contractor's failure to timely respond to Owner as required herein; or (v) the Owner's provision of records to a requestor that were provided to the Owner by Contractor in response to a records request. Contractor's claims of proprietary rights, or any other copyright or confidentiality claims, shall be waived such that the Owner may provide all requested documents, programs, data, and other records to the requestor, upon failure by Contractor to defend, indemnify or hold harmless the Owner as required herein, and/or upon judgment of a court having jurisdiction in the matter requiring release of such records.

EXHIBIT C

Project Specifications

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Item A1 – Methacrylate Flood Seal

A Description

This special provision describes surface preparation of bridge deck, furnishing and applying a protective methacrylate sealer and broadcast sand, and any incidentals necessary to complete the project as specified or as shown in plans or as authorized by the Engineer.

B Materials

The bridge deck sealer shall consist of a methacrylate sealant, sand to prefill cracks, and broadcast sand.

B.1 Methacrylate Sealant

The following methacrylate sealants are acceptable for use provided that the requirements of this specifications are met:

Product	Manufacturer
MasterSeal 630 (formerly Degadeck Crack Sealer Plus)	BASF
T-78	Transpo Industries
KBP 204 P SEAL	Kwik Bond Polymers

or an approved equal

B.2 Fine Grade Sand

Provide fine grade sand for prefilling large cracks unable to be prefilled with sealant alone. Fine grade sand shall pass the No. 20 sieve and be retained on the No. 40 sieve.

Submit sand material data to the Engineer for review and address all written comments. Submit storage and use plan to the Engineer documenting procedures for maintaining dry sand and within gradation requirements above.

B.3 Broadcast Sand

Provide a commercial quality dry blast sand with an average absorption of no more than 1%. 95% of the sand shall pass the No. 8 sieve and at least 95% shall be retained on the No. 20 sieve.

C Construction

C.1 General

C.1.1 Pre-Installation Conference

Conduct a pre-installation conference with the manufacturer's representative prior to construction to establish procedures for maintaining optimum working conditions and coordination of work. Furnish the engineer with a copy of the recommended procedures and the manufacturer's instructions.

C.1.2 Contractor Personnel Requirements

Experienced personnel are required to be actively present during the seal application.

A technical representative from the sealer manufacturer must be present during first application. The need for manufacturer's representative may be waived if the contractor provides evidence and reference contacts for work involving at least 5 bridges treated with the same products and within the last two years. Contractor experience record in no way relieves the contractor from applying in accordance with this specification and as recommended by the manufacturer.

C.1.3 Material Storage and Safety Plan

Store resin materials in their original containers in a dry area. Store and handle materials according to the manufacturer's recommendations. Store all aggregates in a dry environment and protect aggregates from contaminants on the job site.

Safety Plan: Prior to arrival of the product on the job site, provide a product shipping, storage, and use safety plan to detail how the product will be delivered and stored on site in a manner that will not allow the constituent components to come in contact with each other in the event of a spill or container leakage. This plan must also include a description of the safety training workers applying the product have received regarding the product's use, and list any and all safety precautions which must be taken during application of the product.

C.2 Surface Preparation

C.2.1: General:

Prepare the entire deck (or portion of the deck to be overlaid in one placement when staged construction is being employed) to ensure the concrete surface is dry, thoroughly clean, and free from dust or other loose material. Prepare concrete surfaces in accordance with these specifications dependent on whether the surfaces are of recently cast concrete (new construction) or of existing concrete.

Do not perform surface preparation more than 24 hours prior to the application of the methacrylate sealer. The prepared surface shall not be exposed to vehicular or pedestrian traffic other than that required for sealer placement and approved by the Engineer. If the prepared surface is reopened to traffic prior to sealer placement, the surface shall be re-inspected for any contaminants and subsequently remove contaminants by use of abrasive blasting or shotblasting at no additional cost to the department.

The engineer may consider alternate surface preparation methods per the methacrylate sealer manufacturer's recommendations. The engineer must approve the final surface preparation and deck cleanliness prior to the contractor placing the methacrylate sealer. Prior to methacrylate sealer placement, cure concrete for a minimum of 21 days.

C.2.2: Surface Preparation for New Construction:

Remove substances such as dirt, oil, curing compound, paint, grease, slurry, laitance, and other foreign or potentially detrimental materials by water blasting, light sandblasting, wire brushing, or other methods acceptable to the Engineer, all in accordance with the penetrant sealer manufacturer's recommendations. Determine an acceptable method that removes substances without damaging the underlying substrate. Concrete removals shall not exceed 1/16 inch in depth.

C.2.3: Surface Preparation for Existing Concrete:

Remove substances such as dirt, oil, asphalt, rubber, paint, carbonation, grease, slurry, membranes, rust, weak surface mortar, laitance, and other foreign or potentially detrimental materials by abrasive blasting. Determine an acceptable shotblasting machine operation (size of shot, flow of shot, forward speed, and/or number of passes) that provides a surface profile meeting CSP 3 (light shotblast) according to the ICRI Technical Guideline No. 310.2. If the engineer requires additional verification of the surface preparation, test the tensile bond strength according to ASTM C1593. The surface preparation will be considered acceptable if the tensile bond strength is greater than or equal to 250 psi or the failure area at a depth of 1/4 inches or more is greater than 50 percent of the test area. Continue adjustment of the shotblasting machine and necessary testing until the surface is acceptable to the engineer or a passing test result is obtained. Prepare the entire deck using the final accepted adjustments to the shotblasting machine as determined above. Thoroughly blast clean with hand-held equipment any areas inaccessible by the shotblasting equipment.

C.2.4: Concrete Surface Cleaning Operation:

Just prior to methacrylate sealer placement, clean all dust, debris, and concrete fines from the deck surface including vertical faces of curbs and barrier walls up to a height of 2-in above the surface with compressed air. Use a direct 125 psi air blast, from a compressor unit with a minimum pressure of 365 ft³ / min., over the entire surface to remove all dust and debris paying special attention to carefully clean all deck cracks. Use a suitable oil trap between the air supply and nozzle. Use ASTM D4285 "Standard Test Method for Indicating Oil or Water in Compressed Air" to ensure the compressed air is oil and moisture free. The air stream must be free of oil and moisture. Any grease, oil, or other foreign matter that rests on or has absorbed into the concrete shall be removed completely.

Perform a visual inspection of the surface that is to receive the methacrylate sealer. Locate and mark all cracks greater than 0.024 inch. Unless directed otherwise on the plans, prefill all cracks greater than 0.024 inch with the same methacrylate sealer or a pre-promoted version of the sealer prior to the methacrylate sealer. Where sealant soaks-in/withdraws from top of crack, place fine grade sand in crack and reapply methacrylate sealant to seal to top of crack. When sealant has not retreated after gel time, the crack is considered prefilled. Do not fill crack with sand beyond top of concrete surface.

Protect drains, expansion joints, access hatches, or other appurtenances on the deck from damage by cleaning and blasting operations and from material adhering and entering. Tape or form all construction joints to provide a clean straight edge.

Provide shielding as necessary to prevent dust or debris from striking vehicular traffic.

Air dry a wet deck for a minimum of forty-eight (48) hours before applying the sealer. Dry time may be reduced to 24 hours if an approved ASTM D4263 moisture test reveals the concrete is dry. Do not apply sealer materials during wet weather conditions or if adverse weather conditions are anticipated within twelve (12) hours of the completion of sealer application. Do not mix or apply any of these products at temperatures lower or higher than those specified in their product literature. Apply the sealant at the coolest time of the day within these limitations. Application by spray methods will not be permitted during windy conditions, if the Engineer predicts unsatisfactory results.

The Engineer shall approve the prepared surface prior to applying the methacrylate sealer.

C.3 Application of the Sealer

Apply the sealer conforming to the manufacturer's instructions.

Apply an approved methacrylate to bridge deck or on surfaces as directed by the Engineer. At least 30 calendar days before the start of the work, provide the Engineer with the sealer Manufacturer's written instructions for application and use.

Do not thin or alter the methacrylate sealer unless specifically required in the Manufacturer's instructions.

Mix the sealer before and during its use as recommended by the Manufacturer. Distribute the sealant as a flood coat in a gravity-fed process by broom, roller, or with a spray bar near the surface so the spray pattern and coverage rates are reasonably uniform to the satisfaction of the Engineer. Apply the sealant at a minimum rate of 90 square feet/gallon.

Protect all expansion joints and prevent the crack sealant from contacting the strip seal glands.

Prior to completion of gel time of the flood seal and before broadcasting sand, broom uncured sealant in the direction of tining or deck grooves to promote maintenance of the deck texture for traction.

Broadcast sand to refusal into uncured resin to create traction and absorb sealant that is not penetrating into cracks. Broadcast approved sand into the wet, uncured resin no sooner than 10 minutes after applying resin but within gel time of product, unless

directed otherwise by the Manufacturer. Apply approved sand at a minimum rate of 250 lbs. per 1000 square feet.

Allow the sealant to dry according to the Manufacturer's instructions. Do not allow vehicular traffic onto the treated areas until the sealer has dried and the treated surfaces provide safe skid resistance and traction. Remove non-adhered sand from bridge deck and joints by power sweeping the deck and vacuuming the joints. Traffic or equipment will be allowed on the sealed deck after the Engineer has determined:

1. The treated deck surface is tack-free and non-oily;
2. The sand cover adheres and resists brushing by hand;
3. Excess sand and absorbent material has been removed; and
4. No sealant material will be tracked beyond limits of treatment by traffic

D. Measurement

The department will measure Methacrylate Flood Seal bid item in area by the square yard acceptably completed.

E. Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
A1	Methacrylate Flood Seal	SY

Payment for Methacrylate Flood Seal is full compensation for furnishing and applying the sealer to the bridge decks, as described above, including surface preparation, and all incidentals thereto. Cleanup of excess sand in joints and on bridge deck will not be paid for separately. (20241028)

Item A2 – Mobilization and Traffic Control

Description Mobilization, installation and maintenance of traffic control components for diversion of traffic around the work site.

Materials and Construction Traffic control shall include all traffic control plan preparation, labor, material and equipment necessary for furnishing, maintaining and removing all approved traffic control devices. It shall include placing signs, barricades, and all other items required by the traffic control plan, any necessary covering and uncovering of signs, and removal of all items when traffic control is no longer necessary.

Measurement Traffic control will be measured lump sum for labor and materials.

Payment The City will pay for measured quantities at the contract unit price under the following bid items:

<u>ITEM CODE</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
A2	Mobilization and Traffic Control	LS

Traffic control shall be paid for at 50 percent for maintaining traffic control, and 50 percent for the removal of equipment as determined by the City of Wauwatosa.

Exhibit D

Project Plan Sheets

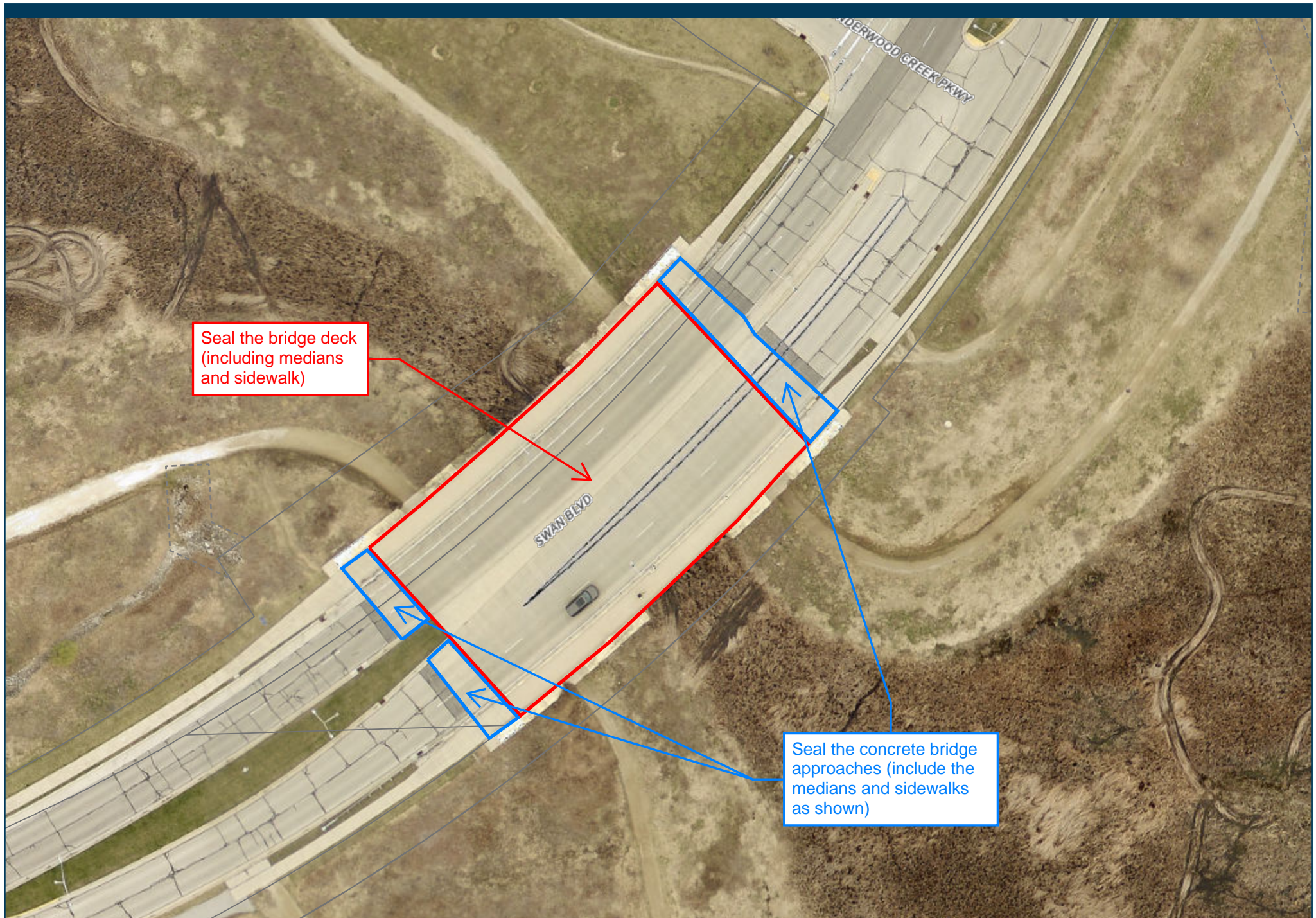
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Swan Boulevard Bridge Deck Sealing Contract

City of
Wauwatosa





Swan Blvd Bridge Deck Sealing Project Limits

City of
Wauwatosa





Traffic Control Exhibit 1 - Full Road Closure Plan

City of
Wauwatosa

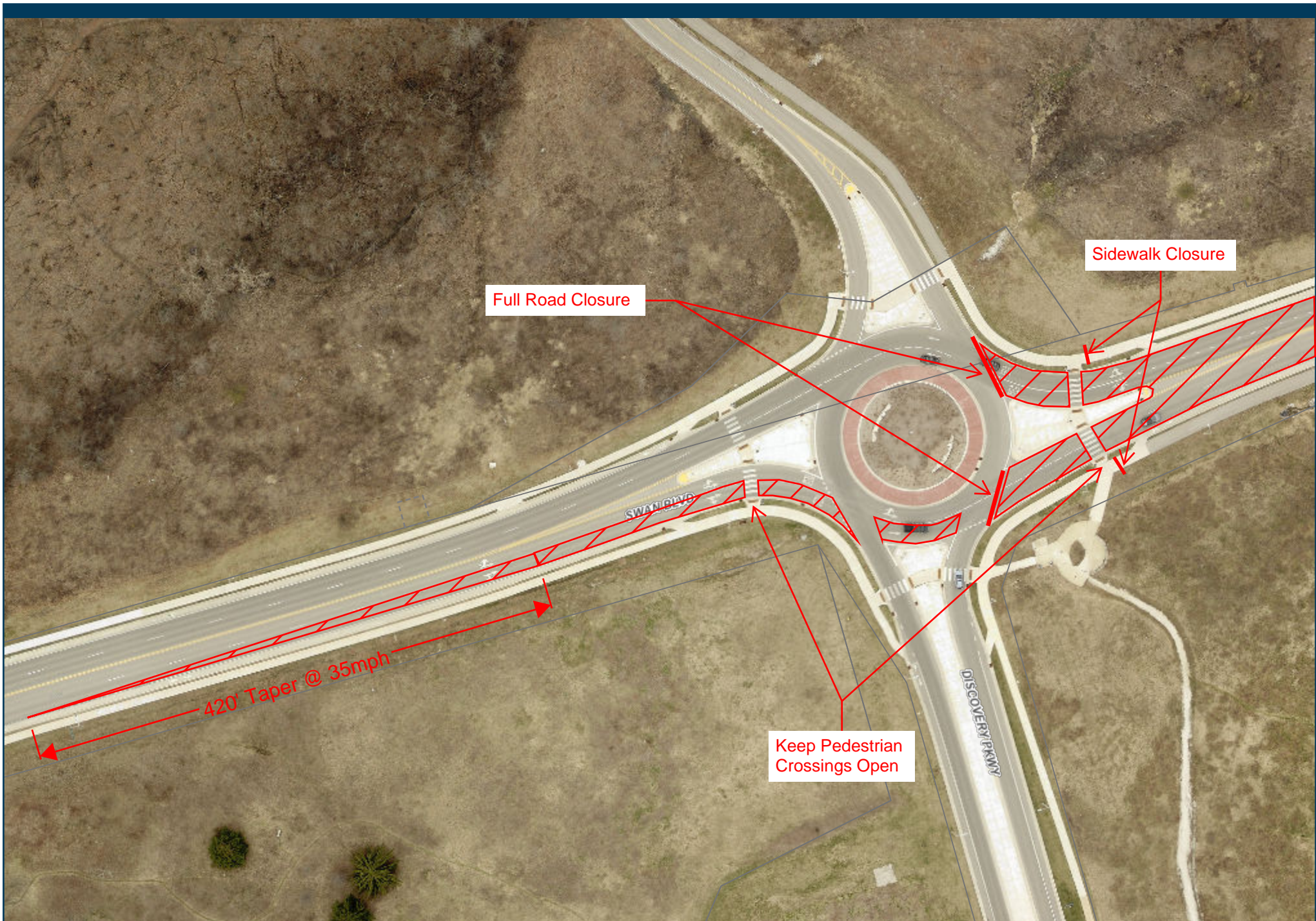




Traffic Control Exhibit 2

City of
Wauwatosa

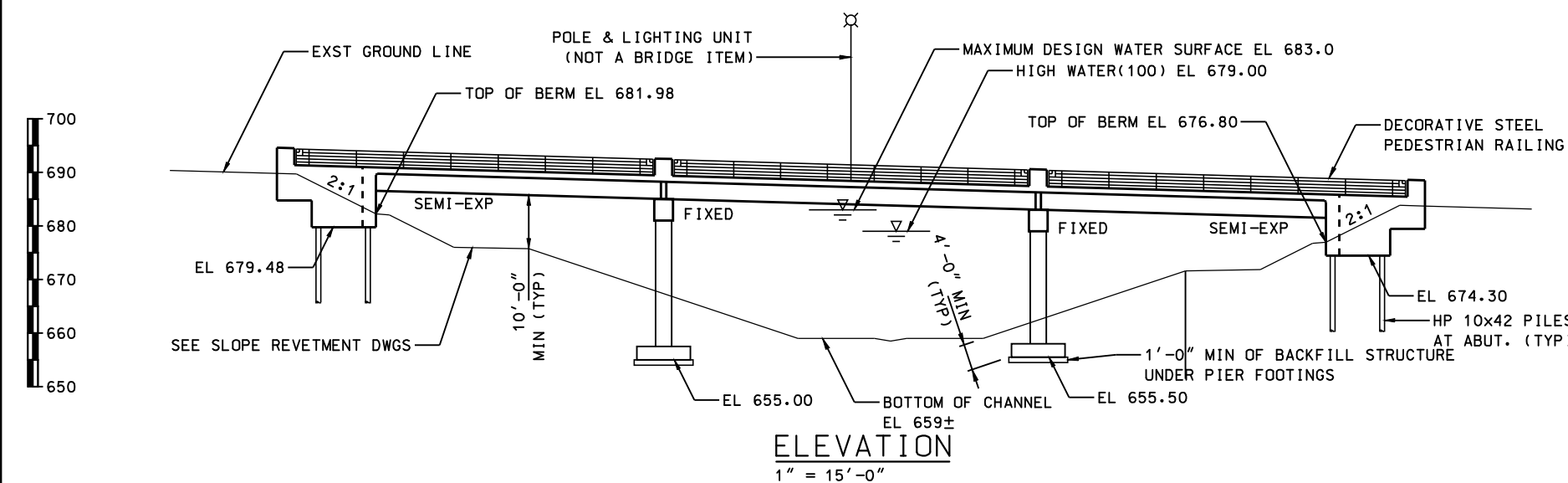
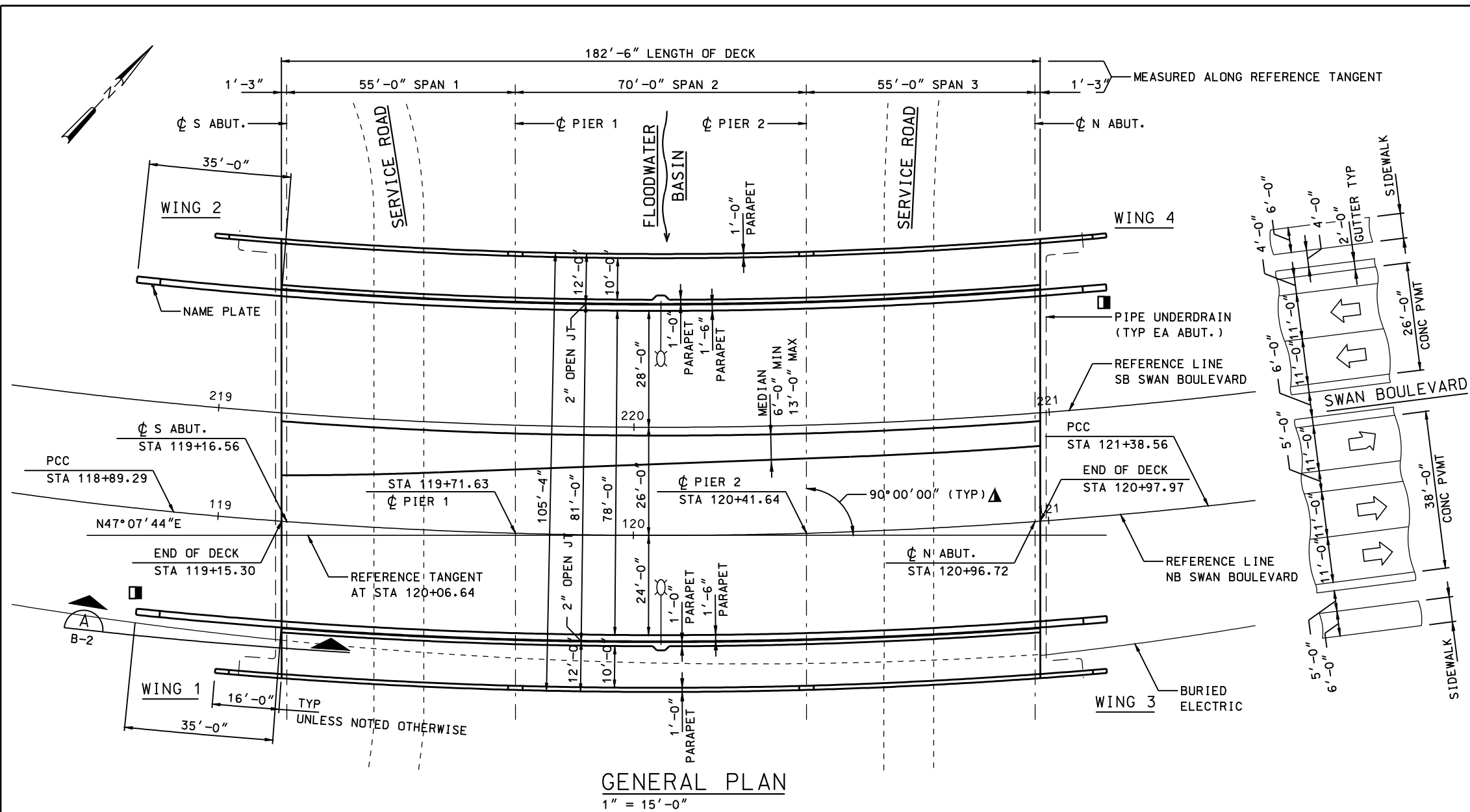




Traffic Control Exhibit 3

City of
Wauwatosa






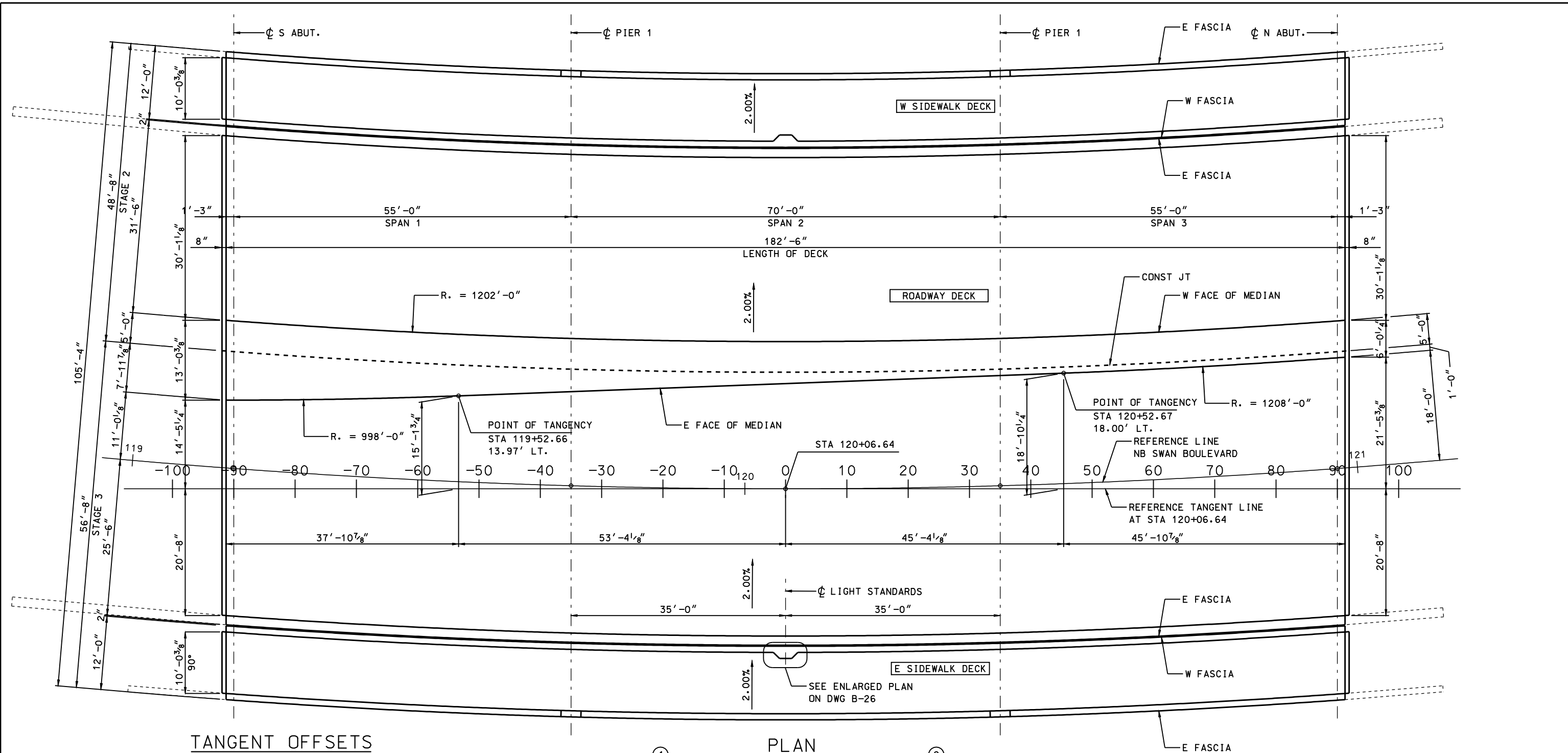
GENERAL NOTES

1. ALL ELEVATIONS ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM (NGVD).
2. NORMAL TEMPERATURE IS 45° F.
3. THE BRIDGE SHALL BE CONSTRUCTED IN STAGES. SEE THE TRAFFIC CONTROL PLANS FOR ROADWAY CONSTRUCTION STAGES.
4. BEVEL EXPOSED EDGES OF CONCRETE 1" UNLESS OTHERWISE NOTED.
5. BAR STEEL REINFORCEMENT SHALL BE EMBEDDED 2" CLEAR UNLESS OTHERWISE SHOWN OR NOTED.
6. THE REINFORCING STEEL IN THE TOP AND BOTTOM MATS OF THE DECK SLAB AND ALL PARAPET BARS SHALL BE EPOXY COATED.
7. ALL REINFORCING BARS ARE ENGLISH AND THE FIRST TWO DIGITS OF THE BAR MARK SIGNIFY THE BAR SIZE.
8. BENDING DIMENSIONS FOR REINFORCING BARS ARE OUT TO OUT.
9. ALL FIELD CONNECTIONS SHALL BE MADE WITH 3/4" DIAMETER FRICTION TYPE HIGH-TENSILE STRENGTH BOLTS UNLESS SHOWN OR NOTED OTHERWISE.
10. THE SLOPE OF THE FILL IN FRONT OF THE ABUTMENTS SHALL BE COVERED WITH 6" MIN THICKNESS IMPRINTED SLOPE PAVING TO THE EXTENT SHOWN ON THE SLOPE REVETMENT DRAWINGS.
11. AT ABUTMENTS ALL SPACES EXCAVATED AND NOT OCCUPIED BY THE NEW STRUCTURE SHALL BE BACKFILLED WITH GRANULAR BACKFILL.
12. CONCRETE INSERTS TO BE FURNISHED BY THE UTILITY COMPANY AND PLACED BY THE CONTRACTOR. COST OF PLACING INSERTS SHALL BE INCLUDED IN THE CONTRACTOR'S BID PRICE.
13. THE MINIMUM CONCRETE HAUNCH SHALL BE 2" FOR DESIGN CALCULATIONS AND THE HAUNCH CONCRETE QUANTITY IS BASED ON AN AVERAGE HAUNCH DEPTH OF 2 1/2".

▲ SKEW IS MEASURED BETWEEN SUBSTRUCTURE UNITS AND THE REFERENCE TANGENT LINE

■ LOCATION OF ANCHOR ASSEMBLY FOR THRIE BEAM TYPE GUARDRAIL

REUSE OF DOCUMENTS THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN IS AN INSTRUMENT OF PROFESSIONAL SERVICE AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT.	VERIFY SCALES BAR IS ONE INCH ON ORIGINAL DRAWING 0" = 1" IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.	DSGN M. MATHU DR M. MATHU CHK H. ANDERS APVD T. SHKURTI	This Design Prepared For MMSD By: HNTB In Association With: TETRA TECH MPS	REV. NO. DATE	REVISION DESCRIPTION	BY APVD	 Preserving The Environment Improving Water Quality	MILWAUKEE METROPOLITAN SEWERAGE DISTRICT WATERCOURSE MILWAUKEE COUNTY GROUNDS FLOODWATER MANAGEMENT FACILITY EARTHWORK AND BRIDGE CONTRACT SWAN BOULEVARD BRIDGE - WISDOT STRUCTURE B-40-729 GENERAL PLAN AND ELEVATION	DWG NO.: B-1 SHEET: 139 DATE: FEB. 2006 CONTRACT: W20004C01 MMSD FILE: 156-144.dgn
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TANGENT OFFSETS

MEASURED NORMAL TO REFERENCE TANGENT LINE (IN FEET)

DISTANCE FROM POINT OF TANGENCY		±0	±10	±20	±30	±35	±40	±50	±60	±70	±80	±90	±100	±110	±120	±130	±140	±150
W SIDEWALK DECK	W FASCIA	-67.67	-67.71	-67.84	-68.06	-68.20	-68.36	-68.75	-69.22	-69.78	-70.43	-71.17	-71.99	-72.90	-73.90	-74.98	-76.16	-77.42
	E FASCIA	-55.67	-55.71	-55.84	-56.05	-56.19	-56.35	-56.74	-57.21	-57.76	-58.40	-59.13	-59.95	-60.85	-61.84	-62.91	-64.07	-65.32
ROADWAY DECK	W FASCIA	-55.50	-55.54	-55.67	-55.88	-56.02	-56.18	-56.57	-57.04	-57.59	-58.24	-58.97	-59.78	-60.68	-61.67	-62.74	-63.90	-65.15
	W FACE OF MEDIAN	-24.00	-24.04	-24.17	-24.37	-24.51	-24.67	-25.04	-25.50	-26.04	-26.67	-27.37	-28.17	-29.04	-30.01	-31.05	-32.18	-33.40
	CONST JT	-19.00	-19.04	-19.17	-19.37	-19.51	-19.66	-20.04	-20.49	-21.03	-21.65	-22.36	-23.15	-24.02	-24.98	-26.02	-27.15	-28.36
	NB REFERENCE LINE	0.00	-0.04	-0.16	-0.37	-0.50	-0.65	-1.02	-1.47	-2.00	-2.61	-3.31	-4.09	-4.94	-5.89	-6.91	-8.02	-9.21
E SIDEWALK DECK	E FASCIA	+25.50	+25.46	+25.34	+25.14	+25.01	+24.86	+24.50	+24.06	+23.54	+22.94	+22.26	+21.50	+20.66	+19.73	+18.73	+17.64	+16.48
	W FASCIA	+25.67	+25.63	+25.51	+25.31	+25.18	+25.03	+24.67	+24.23	+23.71	+23.11	+22.43	+21.67	+20.82	+19.90	+18.90	+17.81	+16.65
	E FASCIA	+37.67	+37.63	+37.51	+37.31	+37.18	+37.03	+36.68	+36.24	+35.73	+35.13	+34.46	+33.70	+32.87	+31.96	+30.96	+29.89	+28.73

- ① PIER 1 AT ±35.00'
② ABUTMENTS AT ±90.00'

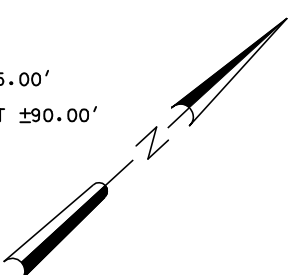


Exhibit E

Affidavit of Compliance

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AFFIDAVIT OF COMPLIANCE WITH SECTION 103.503 OF THE WISCONSIN STATE STATUTES
CONTROLLED SUBSTANCE PREVENTION PROGRAM

State of _____

Project Name: _____

County of _____

Contract No.: _____

I, _____, being duly sworn, state that:

1. I am the _____ of _____, a _____
(State)

corporation, partnership, or individual of _____,
(City, Village, Township) (State)

And make this affidavit pursuant to the requirements of Section 103.503 of the Wisconsin State Statutes.

2. I have entered into the City of Wauwatosa's Contract No. _____ and the total cost (including labor equipment and materials) of completing the contract will exceed \$48,000 if a single-trade project or \$200,000 if a multiple trade project.

3. The corporation, partnership or individual I represent has in place a Controlled Substance Prevention Program that is consistent with and meets the requirements of Section 103.503 of the Wisconsin State Statutes.

4. I have confirmed that the subcontractors I plan to employ on this contract also have in place a Controlled Substance Prevention Program that is consistent with and meets the requirements of Section 103.503 of the Wisconsin State Statutes.

Title

Officer Name

Address

President

Vice President

Secretary

Treasurer

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

(Notary Signature)

(Contractor Signature)

Notary Public, State of _____

My Commission expires _____

2. Accompanying this proposal is a _____ in the sum of 5% (five percent) as
(Bond – Certified Check)
required by the Advertisement for Bids.

3. This bid is based on the following subcontractors:

<u>Name</u>	<u>Address</u>	<u>Class of Work</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

_____ a corporation organized and existing
(Name of Corporation, partnership or person submitting bid)

under the laws of the state of _____; a partnership consisting of an individual trading as
_____ of the City of _____, State of Wisconsin;

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

(Signature)

(Title, if any)

Sworn and subscribed to me this _____ day of _____, 20____.

(Notary or other officer authorized to administer oaths)

My Commission expires _____.

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