

Common Council MEETING AGENDA



March 26, 2024 - 6:05 PM

(Following the Committee of the Whole Meeting)

This meeting will be held via Zoom Meeting ID: 854-6109-6860
or via direct link: <https://us02web.zoom.us/j/85461096860>

Agenda Published: 3/22/2024

AGENDA

1. **PRIVILEGE OF THE FLOOR**
2. **CALL TO ORDER, PLEDGE OF ALLEGIANCE**
3. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
4. **APPROVAL OF MINUTES**
 - A. March 12, 2024, Common Council Meeting Minutes
5. **REPORTS**
 - A. City Clerk
 - B. Council President
 - C. Mayor
6. **COMMUNICATIONS**
7. **RECREATION COMMISSION**
 - A. Discussion and possible action to recommend to Common Council approval of the vendor agreement with Laura Moore, DBA Cooking with Moore, to provide recreation cooking lessons.
8. **BOARD OF PUBLIC WORKS**
 - A. ITEM 03-24 Discussion and possible action to recommend to Common Council approval of the construction contract for the 2024 Roadway Rehabilitation Project.
 - B. ITEM -04-24 Discussion and possible action to recommend to Common Council approval of the construction contract for the 2024 Roadway Maintenance Joint, Crack Cleaning, & Sealing Project.
 - C. ITEM 05-24 Discussion and possible action to recommend to Common Council approval of the design contract to reconstruct Grange Ave. from Moorland Road to 124th St.
9. **MAYORAL APPOINTMENTS**
 - A. Discussion and Possible Action to approve the Mayoral Appointments per the list as presented
10. **DEFERRED, REFERRED & TABLED ITEMS**
11. **ITEMS REMOVED FROM CONSENT AGENDA, if any**
12. **CONSENT AGENDA-----**
 - A. *Items under the Consent Agenda have passed unanimously by the Committee of the Whole. Items not passed by a unanimous vote will be removed from consent agenda and will be considered separately.*
13. **MINUTES**
 - A. March 12, 2024, Committee of the Whole Meeting Minutes
14. **UTILITY & FINANCE**
 - A. Discussion and possible recommendation to approve the Water Utility Claims in the amount of \$31,294.06, Sewer Utility Claims in the amount of \$689,282.74 and General City claims in the amount of \$2,546,466.15
15. **LICENSES & PERMITS**

- A. Discussion and possible recommendation to approve a "Class B" Combo Liquor License to Tail Spin Café located at 19680 W National Avenue per the application on file
- B. Discussion and possible recommendation to approve a Class "B" Beer License to Tee It Up located at 20101 W Cleveland Avenue per the application on file

16. MISCELLANEOUS

- A. Overview of the Department of Community Development - Greg Kessler, Director
- B. Recommend to the Common Council that a joint public hearing be set for May 6, 2024 at 6:00 p.m. to be held before the Plan Commission to amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 10 and Chapter 11) for the property located at 15201 W. Greenfield Avenue (Tax Key #: 1158.998) from Mixed Use Residential to Suburban Commercial AND rezone the properties located at 15201 W. Greenfield Avenue (Tax Key #: 1158.998) and 15205 W. Greenfield Avenue (Tax Key #: 1158.999.001) from B-1 and R-5 to B-1 and B-2.
- C. Recommend to the Common Council that a Public Hearing be set for May 6, 2024 at 6:01 pm to be held before the Plan Commission to rezone the properties located at 19000 W. Lincoln Avenue (Tax Key #'s: 1172-994, 1172-998-003, 1172-998 and 1167-996-001) from C-1 and C-2 to M-1.

17. END CONSENT AGENDA-----

18. ADJOURN

Supplemental Information:

- *The meeting agenda and agenda packet are available online at www.NewBerlin.org. The minutes are published online and are approved at the next regularly scheduled meeting.*
- *It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order.*
- *You may provide comments to the City Clerk via email at CitizenComments@NewBerlin.org. Comments will be forwarded to the Mayor and members of the governing body. Emailed comments are not read during the meeting.*
- *The City of New Berlin strives to host inclusive, accessible meetings that enable all individuals to engage and participate fully. Any person who has a qualifying disability under the Americans with Disabilities Act that requires that the meeting be accessible, please contact City Clerk Rubina R. Medina at (262) 786-8610 or via email at CityClerk@NewBerlinWI.gov at least 48 hours before the scheduled meeting time. Efforts will be made to accommodate the needs of disabled individuals through appropriate aids and/or services.*
- *It is also possible that members of and possibly a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to in the above notice.*



Common Council MEETING MINUTES

March 12, 2024 - 6:05 PM
City Hall
Council Chambers

Please note: Minutes are unofficial until approved at the next regular scheduled meeting.

MINUTES

1. PRIVILEGE OF THE FLOOR

None

2. CALL TO ORDER, PLEDGE OF ALLEGIANCE

Council President Harenda called the meeting to order at 06:03 PM and led the Pledge of Allegiance.

3. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

Deputy City Clerk Megan Godshall took the roll call as follows:

Present: Alderperson Hopkins, Alderperson Maxey, Alderperson Harenda, Alderperson Horbinski, Alderperson Kroupa, Alderperson La Fever

Excused: Alderperson Joseph Stribl, Mayor Dave Ament

Staff Present: City Attorney Mark Blum

A quorum was established and the meeting was properly noticed.

4. APPROVAL OF MINUTES

A. February 27, 2024, Common Council Meeting Minutes

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Horbinski
Second by: Alderperson La Fever
Motion Passed 6-0

5. REPORTS

A. City Clerk

The Spring Election and Presidential Preference is April 2nd. Polls are open from 7:00 AM to 8:00 PM on election day. Please visit the MyVote Wisconsin website at www.myvote.wi.gov to find your polling place, view a sample ballot and much more. In person absentee voting begins at City Hall on Tuesday, March

19th from 8:00 AM to 4:30 PM. The last day to vote early at City Hall is March 29th. Lastly, just a reminder that the next Council meeting on March 26th will be held via zoom due to absentee voting being held in the Council Chambers. That concludes my report.

B. Council President

- Congratulations to **DMS Accounting Services** located at 13825 W National Avenue for being named our **March Business of the Month**. DMS Accounting Services provide individuals and small businesses with dedicated attention that they need for both tax and services. Please visit their website for more information.
- The **Community Egg Hunt** will be held **Saturday March 23rd** at the New Berlin Community Center located at 14750 W Cleveland Ave. Hunt starts at 9:30 am. Please contact the **New Berlin Junior Woman's Club** for further details.
- A special thank you to **New Berlin Lions Club** for their generous donation of \$75,000 to our Activity & Recreation Center. This donation qualifies them for a Gymnasium & Track Sponsorship.
- Finally, the Mayor's Office is now seeking nominations of City employees for the **27th Annual John Bauer Employee Excellence Award**. Nominations are encouraged from fellow employees, aldermen or citizens. The nominations should be a written description of no more than 500 words, explaining the outstanding customer service the nominee has provided to their fellow employees and residents of the City of New Berlin. The Employee Recognition Committee, comprised of City employees from each department, will individually rank the nominations. Nominations must be submitted to Maya Schneider in the Mayor's Office by Friday, April 30th.

C. Mayor

No report

6. COMMUNICATIONS

None

7. PARK, BUILDING & GROUNDS COMMITTEE

- A.** Recommend to the Common Council approval of a contract with Kowalske Brewing, LLC. d/b/a Component Brewing to host beer garden events between June 16th, 2024 and October 13th, 2024 at Malone Park and Historical Park.

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Horbinski
Second by: Alderperson Maxey
Motion Passed 6-0

8. PLAN COMMISSION

- A. (7) NJ LD-2400118 Hlavacek Meyer - 3045 S. Beverly Drive (Tax Key #: 1179.007) & 3001 S. Beverly Drive (Tax Key #: 1179.008) & Tax Key #: 1179.987.001) - Discussion and possible action to recommend to Common Council approval of 1-Lot Certified Survey Map.

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Harenda
Second by: Alderperson Maxey
Motion Passed 6-0

- B. (4) NJ LD-2400231 Natalie Anastas - 5920 S. Racine Avenue (Tax Key #: 12820.998) - Discussion and possible action to recommend to Common Council approval of 2-Lot Certified Survey Map.

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Harenda
Second by: Alderperson Kroupa
Motion Passed 6-0

9. DEFERRED, REFERRED & TABLED ITEMS

No items

10. ITEMS REMOVED FROM CONSENT AGENDA, if any

11. CONSENT AGENDA-----

- A. *Items under the Consent Agenda have passed unanimously by the Committee of the Whole. Items not passed by a unanimous vote will be removed from consent agenda and will be considered separately.*

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Kroupa
Second by: Alderperson Hopkins
Motion Passed 6-0

12. MINUTES

- A. February 27, 2024 Committee of the Whole Meeting Minutes

13. UTILITY & FINANCE

- A. Discussion and possible action to approve the March 13, 2024, Water Utility claims in the amount of \$207,418.32, Sewer Utility claims in the amount of \$3,545.06 and General City claims in the amount of \$445,806.66. Tax overpayment checks totaling \$136,687.09 were also generated. US Bank Visa EFT of \$33,119.43 for the period of January 16 through February 14, 2024.

14. MISCELLANEOUS

15. END CONSENT AGENDA-----

16. CLOSED SESSION

A. The basis for the items to be discussed in Closed Session are as enumerated in Section 19.85(1)(g) of the Wisconsin State Statutes. (g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, more specifically:

B. Richard Helm Release of Claim and Separation Agreement

MOTION: Motion to Enter Closed Session at 6:11 PM

VOTE: Motion by: Alderperson Maxey
Second by: Alderperson Kroupa
Motion Passed 6-0

17. RECONVENE TO OPEN SESSION

MOTION: Motion to Return to open session at 6:20 PM

VOTE: Motion by: Alderperson Horbinski
Second by: Alderperson Kroupa
Motion Passed 6-0

A. Discussion and possible action: Richard Helm Release of Claim and Separation Agreement

MOTION: Motion to approve the separation agreement in the Helm claim

VOTE: Motion by: Alderperson Hopkins
Second by: Alderperson Maxey
Motion Passed 6-0

MOTION: Motion to approve the Helm disability claim

VOTE: Motion by: Alderperson Hopkins
Second by: Alderperson Maxey
Motion Passed 6-0

18. ADJOURN

MOTION: Motion to Adjourn at 6:23 PM

VOTE: Motion by: Alderperson Kroupa
Second by: Alderperson La Fever
Motion Passed 6-0

***Respectfully Submitted,
Megan Godshall, Deputy City Clerk***

SERVICES AGREEMENT



This Services Agreement (“Agreement”) is made and entered into this _____ day of _____, 2024 by and between the CITY OF NEW BERLIN, a Wisconsin municipal corporation, with its principal office located at 3805 South Casper Drive, New Berlin, Wisconsin, 53151 (hereinafter referred to as the “City”) and COOKING WITH MOORE LLC, a Wisconsin limited liability company (hereinafter referred to as “Instructor”).

WHEREAS, the City offers recreational classes to the public; and

WHEREAS, Instructor provides cooking demonstration and instructional classes; and

WHEREAS, the parties are desirous of establishing the relationship where Instructor provides classes to the City during 2024.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Instructor holds herself out as being qualified to provide cooking demonstration and instructional services. The City does hereby retain the Instructor to perform cooking class instruction as provided for hereunder.

2. All classes are to be held at New Berlin Activity and Recreation Center in the City of New Berlin in a space to be assigned by the City. The specific class schedule shall be established, by the parties. Instructor agrees to work with the City to develop class offerings and scheduling to be advertised in each New Berlin Activity Guide.

3. Instructor agrees to provide City with a rate they would like to collect per participant before seasonal activity guides are finalized. City may then charge participants any amount at or above what Instructor receives. Instructor agrees all non-residents will be charged at the resident rate and the City keeps the non-resident fees. Instructor will provide City with an invoice after classes. Payment of services shall follow City Finance Department policies.

4. The Instructor agrees to hold classes for participants who are at least 3 years of age and accompanied by a parent or guardian.

5. That Instructor agrees to carry comprehensive general liability insurance with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, which insurance coverage shall provide that the City is named as an Additional Insured on a primary and non-contributory basis.

6. The Instructor is solely responsible for and shall have sole control of the performance of the services. The parties acknowledge that the Instructor is not an employee of the City of New Berlin and is responsible to determine the instruction methods and performance of the instruction provided for in this Agreement.

7. Instructor acknowledges that neither she, nor her employees, are employees of the City for purposes of income tax retirement system or social security withholding.

8. Either party may terminate this contract, in whole or in part, for the convenience of the parties at such time as either party determines that the continuation of the work is not in the best interests of said party upon thirty (30) days written notice to the other.

9. Instructor will defend and hold harmless the City as and against any and all claims, demands, actions or causes of action brought by a third party for damages or losses arising out of the Instructor's performance of the work under this Agreement. Said indemnification shall include the City's actual attorney fees. Notwithstanding the foregoing, the obligation to indemnify shall not exist to the extent of the City's gross negligence or intentional conduct. The Instructor's obligation to indemnify shall include her employees and/or agents.

10. This Agreement represents the complete understanding of the parties with respect to the subject matter herein, and may only be modified in a subsequent agreement executed by each party.

11. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

CITY:

City of New Berlin

INSTRUCTOR:

**Laura Moore dba
COOKING WITH MOORE LLC**

By: _____

By: _____



REQUESTED ACTION STATEMENT

TO: Recreation Commission
Common Council
Mayor Dave Ament

FROM: Katie Roth, Recreation Manager
Tanner Maynard, Recreation Specialist

RE: Requested Action Statement for the approval of Cooking Instructor Services Agreement.

DATE: March 12, 2024

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the vendor agreements with Laura Moore DBA COOKING WITH MOORE, to provide recreation cooking lessons.

FISCAL IMPACT: The City will receive \$11.00 per resident participant or \$27 per non-resident participant upon completion of each session of cooking. The instructor will receive \$21.00 per participant.

RATIONALE/BACKGROUND: In our quest to enhance the diversity of our culinary offerings, our Recreation team is eager to collaborate with renowned culinary specialist, Laura Moore. With the recent addition of our teaching kitchen at the New Berlin Activity and Recreation Center, our primary aim is to maintain the excitement of our cooking classes within our Division and continue nurturing a dynamic learning environment in our teaching kitchen.



MOTION SHEET

TO: Common Council
Mayor Ament
Ald. Horbinski

FROM: Board of Public Works

DATE: March 26, 2024

RE: March 18, 2024, BPW items requiring Common Council action

A.	ITEM 03-24 Discussion and possible action to recommend to Common Council approval of the construction contract for the 2024 Roadway Rehabilitation Project.
Council Motion:	
	This item was considered at the BPW meeting on March 18, 2024. It was recommended to the Common Council by a unanimous vote. I do hereby make a motion to recommend to the Common Council the approval of the construction contract for the 2024 Roadway Rehabilitation Project in an amount of \$1,851,525.22 and awarding an inspection services contract to Ruekert & Mielke, Inc. in the amount of \$102,420.00. With inspection and contingencies, the not-to-exceed total project cost for Roadway Rehabilitation is \$2,100,000.00 from accounts 04251100 59040 C2024 and 10- 173020.
B.	ITEM 04-24 Discussion and possible action to recommend to Common Council approval of the construction contract for the 2024 Roadway Maintenance Joint, Crack Cleaning, & Sealing Project.
Council Motion:	
	This item was considered at the BPW meeting on March 18, 2024. It was recommended to the Common Council by a unanimous vote. I do hereby make a motion to recommend to the Common Council approval of the construction contract for the 2024 Roadway Maintenance Joint, Crack Cleaning & Sealing Project in an amount of \$146,431.68 and awarding an inspection services contract to Ruekert & Mielke, Inc. in the amount of \$23,661.00. With contingencies and inspection the not to exceed Total Project Costs are \$177,000.00 from account 15110029 59040.



C.	ITEM 05-24 Discussion and possible action to recommend to Common Council approval of the design contract to reconstruct Grange Ave. from Moorland Road to 124th St.
<u>Council Motion:</u>	
	This item was considered at the BPW meeting on March 18, 2024. It was recommended to the Common Council by a unanimous vote. I do hereby make a motion to recommend to the Common Council approval of the design contract to reconstruct Grange Avenue from Moorland Road to 124th Street in an amount of \$479,605.00 with contingencies the not-to-exceed total project costs are \$481,000.00 from accounts 04251100 63009 C2024 and 04251100 63028 C2021.

STAFF REPORT EXECUTIVE SUMMARY

APPLICANT: City of New Berlin

PROJECT: 2024 Roadway Rehabilitation Project

LOCATIONS: City-wide

D.R.C. RECOMMENDATION: Recommend to the Common Council the awarding of a construction contract to the lowest responsive, responsible bidder, Payne & Dolan, Inc. for the 2024 Roadway Rehabilitation Project in an amount of \$1,851,525.22 and awarding an inspection services contract to Ruekert & Mielke, Inc. in the amount of \$102,420.00. With inspection and contingencies, the not-to-exceed total project cost for Roadway Rehabilitation is \$2,100,000.00 from accounts 04251100 59040 C2024 and 10-173020.

1. In March 2024 the City of New Berlin solicited bids for the 2024 Roadway Rehabilitation Project. The project consists of resurfacing approximately 3.55 miles of roadway throughout the City. Rehabilitation consists of: culvert replacement, curb and gutter repairs, and pavement rehabilitation by milling and asphalt overlay or pulverizing and asphalt overlay. An alternate bid for an additional 0.4 miles of roadway was solicited, but due to budget constraints this alternate is not being included in the contract.
2. On March 6, 2024, the City received three (3) Bids for the 2024 Roadway Rehabilitation Project. The apparent low bidder is Payne & Dolan, Inc. of Waukesha, WI.
3. A summary of the Bid Tab is attached to the Staff Report.
4. The Common Council approved \$2,000,000 for the Project in the 2024 CIP budget.
5. On March 8, 2024 the City received four (4) Proposals for Inspection services for the Roadway Rehabilitation and the Roadway Maintenance Contracts. The selected firm is Ruekert & Mielke, Inc. of Waukesha, WI.

DETAILS IN ATTACHED STAFF REPORT

CITY OF NEW BERLIN
DEPARTMENT OF COMMUNITY DEVELOPMENT
BOARD OF PUBLIC WORKS STAFF REPORT
Meeting of March 18, 2024

City of New Berlin 2024 Roadway Rehabilitation Contract

DATE STAFF REPORT CREATED: March 11, 2024

APPLICANT: City of New Berlin

REQUEST / DESCRIPTION OF PROJECT: The project consists of rehabilitating 3.55 miles of roadway throughout the City. Rehabilitation consists of: culvert replacement, curb and gutter repairs, and pavement rehabilitation by milling and asphalt overlay or pulverizing and asphalt overlay.

Below is a list of the streets that were included in the Base Bid with the method of rehabilitation.

Segment	Street Name	Section From	Section To	Treatment
1167-01	Lincoln Ave	Lincoln Ave	Springdale Rd	Pulverize & 6" Overlay
1247-03	Maple Ridge Rd	Termini	Mary Ln	3" Mill & 3" Overlay
1247-04	Maple Ridge Rd	Mary Ln	Sun Valley Dr	3" Mill & 3" Overlay
1247-10	Mary Ln	Sunburst Ln	Mary Ln	3" Mill & 3" Overlay
1247-11	Morningview Ct	Termini	Sommerset Dr	3" Mill & 3" Overlay
1247-12	Sommerset Dr	Sun Valley Dr	Cold Spring Rd	3" Mill & 3" Overlay
1247-13	Sommerset Dr	Morningview Ct	Sun Valley Dr	3" Mill & 3" Overlay
1247-15	Sunburst Ln	Sommerset Dr	Sunburst Ln	3" Mill & 3" Overlay
1247-16	Sunburst Ln	Sunburst Ln	Mary Ln	3" Mill & 3" Overlay
1247-20	Sun Valley Ct	Termini	Sun Valley Dr	3" Mill & 3" Overlay
1247-22	Sunburst Ct	Termini	Sunburst Ln	3" Mill & 3" Overlay
1274-01	Windsor Dr	Barton Rd	Oxford Dr	Pulverize & 5" Overlay
1274-06	Edinburgh Dr	Termini	St Andrews Dr	Pulverize & 5" Overlay
1274-07	Edinburgh Dr	Termini	St Andrews Dr	Pulverize & 5" Overlay
1274-13	Oxford Dr	Glengarry Rd	Termini	Pulverize & 5" Overlay
1274-17	Winston Ct	Termini	Oxford Dr	Pulverize & 5" Overlay
1275-03	Koinia Cir	Termini	Glengarry Rd	Pulverize & 5" Overlay

Below is a list of the streets that were included in Alternate A with the method of rehabilitation.

Segment	Street Name	Section From	Section To	Treatment
1191-06	Victor Rd	Calhoun Rd	166Th St	Pulverize & 6" Overlay

A Map showing the project locations for 2024 is included as Attachment A to the Contract.

BIDS RECEIVED: 3 Bids - A summary of the Quotes received is attached.

SELECTED CONTRACTOR: Payne & Dolan, Inc.

INSPECTION: Four (4) inspection firms were solicited for proposals. DCD received three proposals and recommends selecting Ruekert & Mielke, Inc. for construction inspection services. The proposal from Ruekert & Mielke, Inc. for this project is attached.

FISCAL IMPACT:

Base Bid:	\$ 1,851,525.22	
Contingencies (~6%):	\$ 146,054.78	
Inspection Contract (~5%):	<u>\$ 102,420.00</u>	
Total Project Costs:	\$ 2,100,000.00	04251100 59040 C2024

SOURCE OF FUNDS

2024 Roadway Rehabilitation CIP Account:	04251100 59040 C2024	\$2,000,000
Drainage Account:	70-173020	\$ 100,000

D.C.D. RECOMMENDATION: Recommend to the Common Council the awarding of a construction contract to the lowest responsive, responsible bidder, Payne & Dolan, Inc. for the 2024 Roadway Rehabilitation Project in an amount of \$1,851,525.22 and awarding an inspection services contract to Ruekert & Mielke, Inc. in the amount of \$102,420.00. With inspection and contingencies, the not-to-exceed total project cost for Roadway Rehabilitation is \$2,100,000.00 from accounts 04251100 59040 C2024 and 10-173020.

Attachments:
Summary of Bids Received
Inspection Quotes Received
Contract & Location Maps

RD-24-01 2024 Roadway Rehabilitation Project
 Bid Results
 March 6, 2024 @ 10:00 A.M.

BIDDER	BID BOND	PRE-QUAL STATEMENT	ADDENDUM 1	BASE BID	ALTERNATE A	RANKING
Payne & Dolan, Inc.	X	X	X	\$ 1,851,525.22	\$ 226,733.72	1
Wolf Paving Co., Inc.	X	X	X	\$ 1,934,874.71	\$ 242,813.17	2
Stark Pavement Corp.	X	X		\$ 1,955,684.86	\$ 233,541.45	3
Engineer's Estimate				\$ 1,807,473.24	\$ 214,926.32	

RD-24-01 2024 Roadway Rehabilitation Project
CONTRACT RD-24-01

Base Bid				Payne & Dolan, Inc.		Wolf Paving Co., Inc.		Stark Pavement Corp.		Engineer's Estimate	
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Tack Coat	3,749	GAL	\$ 2.26	\$ 8,472.74	\$ 2.75	\$ 10,309.75	\$ 3.00	\$ 11,247.00	\$ 4.40	\$ 16,495.60
2	Butt Joints	293	LF	\$ 1.63	\$ 477.59	\$ 5.10	\$ 1,494.30	\$ 6.00	\$ 1,758.00	\$ 2.45	\$ 717.85
3	Saw Cutting Pavement	2,842	LF	\$ 2.00	\$ 5,684.00	\$ 2.41	\$ 6,849.22	\$ 2.00	\$ 5,684.00	\$ 1.93	\$ 5,485.06
4	Common Excavation	4,419	CY	\$ 21.27	\$ 93,992.13	\$ 17.63	\$ 77,906.97	\$ 27.00	\$ 119,313.00	\$ 15.30	\$ 67,610.70
5	Pulverize & Relay	34,616	SY	\$ 1.43	\$ 49,500.88	\$ 2.50	\$ 86,540.00	\$ 1.40	\$ 48,462.40	\$ 1.85	\$ 64,039.60
6	Remove Asphaltic Pavement by Milling, 3-Inch	20,203	SY	\$ 2.58	\$ 52,123.74	\$ 2.51	\$ 50,709.53	\$ 3.00	\$ 60,609.00	\$ 2.19	\$ 44,244.57
7	Base Repair	3,755	CY	\$ 59.00	\$ 221,545.00	\$ 66.00	\$ 247,830.00	\$ 65.40	\$ 245,577.00	\$ 47.64	\$ 178,888.20
8	Manhole Adjustment, Cast Iron Paving Rings	39	EACH	\$ 299.54	\$ 11,682.06	\$ 230.00	\$ 8,970.00	\$ 325.00	\$ 12,675.00	\$ 280.68	\$ 10,946.52
9	Water Valve or Water Box Adjustment	7	EACH	\$ 75.12	\$ 525.84	\$ 70.00	\$ 490.00	\$ 200.00	\$ 1,400.00	\$ 90.13	\$ 630.91
10	Riprap, Medium	5	TON	\$ 200.00	\$ 1,000.00	\$ 310.00	\$ 1,550.00	\$ 310.00	\$ 1,550.00	\$ 250.00	\$ 1,250.00
11	Storm Sewer, HERCP, Class IV, 58"x91"	32	LF	\$ 1,000.00	\$ 32,000.00	\$ 1,310.00	\$ 41,920.00	\$ 1,310.00	\$ 41,920.00	\$ 750.00	\$ 24,000.00
12	Storm Sewer, RCP, Class IV, 60"	32	LF	\$ 1,000.00	\$ 32,000.00	\$ 1,010.00	\$ 32,320.00	\$ 1,010.00	\$ 32,320.00	\$ 355.00	\$ 11,360.00
13	Storm Sewer, Apron Endwall, HERCP, Class IV, 58"x91"	2	EACH	\$ 9,000.00	\$ 18,000.00	\$ 9,800.00	\$ 19,600.00	\$ 9,800.00	\$ 19,600.00	\$ 11,000.00	\$ 22,000.00
14	Storm Sewer, Apron Endwall, Class IV, 60"	2	EACH	\$ 7,700.00	\$ 15,400.00	\$ 4,740.00	\$ 9,480.00	\$ 4,740.00	\$ 9,480.00	\$ 3,900.00	\$ 7,800.00
15	Remove & Replace Concrete Curb & Gutter	1,211	LF	\$ 73.31	\$ 88,778.41	\$ 64.00	\$ 77,504.00	\$ 70.50	\$ 85,375.50	\$ 72.51	\$ 87,809.61
16	Asphalt Leveling, 5 LT 58-28 S, 1-Inch	1,278	TON	\$ 70.32	\$ 89,868.96	\$ 73.50	\$ 93,933.00	\$ 76.60	\$ 97,894.80	\$ 72.49	\$ 92,642.22
17	Asphalt Surface, 4 LT 58-28 S, 2-Inch	4,162	TON	\$ 63.56	\$ 264,536.72	\$ 69.50	\$ 289,259.00	\$ 67.65	\$ 281,559.30	\$ 66.77	\$ 277,896.74
18	Asphalt Surface, 4 MT 58-28 H, 2-Inch	2,457	TON	\$ 68.24	\$ 167,665.68	\$ 73.50	\$ 180,589.50	\$ 80.10	\$ 196,805.70	\$ 73.00	\$ 179,361.00
19	Asphalt Binder, 3 LT 58-28 S, 3-Inch	2,708	TON	\$ 63.49	\$ 171,930.92	\$ 62.50	\$ 169,250.00	\$ 61.80	\$ 167,354.40	\$ 62.26	\$ 168,600.08
20	Asphalt Binder, 3 MT 58-28 H, 4-Inch	5,148	TON	\$ 59.43	\$ 305,945.64	\$ 68.50	\$ 352,638.00	\$ 69.90	\$ 359,845.20	\$ 68.50	\$ 352,638.00
21	Asphalt Binder, Base Patch (<8-Foot Width), 3 LT 58-28 S, 3-Inch	1,212	SY	\$ 19.35	\$ 23,452.20	\$ 14.50	\$ 17,574.00	\$ 20.00	\$ 24,240.00	\$ 15.32	\$ 18,567.84
22	Asphalt Binder, Base Patch (>=8-Foot Width), 3 LT 58-28 S, 3-Inch	1,212	SY	\$ 15.25	\$ 18,483.00	\$ 13.50	\$ 16,362.00	\$ 18.40	\$ 22,300.80	\$ 13.26	\$ 16,071.12
23	Remove and Reset Mailbox	1	EACH	\$ 150.00	\$ 150.00	\$ 175.00	\$ 175.00	\$ 150.00	\$ 150.00	\$ 200.00	\$ 200.00
24	Temporary Mailboxes	31	EACH	\$ 50.00	\$ 1,550.00	\$ 245.00	\$ 7,595.00	\$ 35.00	\$ 1,085.00	\$ 65.00	\$ 2,015.00
25	Shouldering, Reclaimed Asphalt Pavement, 3/4" Dense	245	TON	\$ 55.00	\$ 13,475.00	\$ 45.00	\$ 11,025.00	\$ 57.55	\$ 14,099.75	\$ 43.00	\$ 10,535.00
26	Shouldering, Crushed Limestone, 3/4" Dense	560	TON	\$ 55.00	\$ 30,800.00	\$ 28.00	\$ 15,680.00	\$ 32.45	\$ 18,172.00	\$ 35.00	\$ 19,600.00
27	Shoulder Restoration, Topsoil, Fertilizer, Seed, Matting, Watering	17,837	LF	\$ 3.50	\$ 62,429.50	\$ 2.79	\$ 49,765.23	\$ 2.40	\$ 42,808.80	\$ 4.12	\$ 73,488.44
28	Pavement Marking, Epoxy, 4-Inch Solid, White	15,676	LF	\$ 0.47	\$ 7,367.72	\$ 0.47	\$ 7,367.72	\$ 0.47	\$ 7,367.72	\$ 0.62	\$ 9,719.12
29	Pavement Marking, Epoxy, 4-Inch Solid, Yellow	14,846	LF	\$ 0.47	\$ 6,977.62	\$ 0.47	\$ 6,977.62	\$ 0.47	\$ 6,977.62	\$ 0.72	\$ 10,689.12
30	Pavement Marking, Epoxy, 4-Inch, Skip Dash, Yellow	1,021	LF	\$ 0.47	\$ 479.87	\$ 0.47	\$ 479.87	\$ 0.47	\$ 479.87	\$ 0.72	\$ 735.12
31	Pavement Marking, Epoxy, 18-Inch, Stop Bar, White	82	LF	\$ 15.00	\$ 1,230.00	\$ 15.00	\$ 1,230.00	\$ 15.00	\$ 1,230.00	\$ 17.51	\$ 1,435.82
32	Traffic Control	1	LUMP SUM	\$ 54,000.00	\$ 54,000.00	\$ 41,500.00	\$ 41,500.00	\$ 16,343.00	\$ 16,343.00	\$ 30,000.00	\$ 30,000.00
				Total	\$ 1,851,525.22	Total	\$ 1,934,874.71	Total	\$ 1,955,684.86	Total	\$ 1,807,473.24

Alternate A				Payne & Dolan, Inc.		Wolf Paving Co., Inc.		Stark Pavement Corp.		Engineer's Estimate	
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Tack Coat	284	GAL	\$ 2.26	\$ 641.84	\$ 3.00	\$ 852.00	\$ 5.00	\$ 1,420.00	\$ 4.40	\$ 1,249.60
2	Saw Cutting Pavement	618	LF	\$ 1.08	\$ 667.44	\$ 1.95	\$ 1,205.10	\$ 2.00	\$ 1,236.00	\$ 1.93	\$ 1,192.74
3	Common Excavation	794	CY	\$ 27.72	\$ 22,009.68	\$ 16.08	\$ 12,767.52	\$ 19.25	\$ 15,284.50	\$ 15.30	\$ 12,148.20
4	Pulverize & Relay	5,672	SY	\$ 2.03	\$ 11,514.16	\$ 2.65	\$ 15,030.80	\$ 1.60	\$ 9,075.20	\$ 1.85	\$ 10,493.20
5	Base Repair	624	CY	\$ 61.43	\$ 38,332.32	\$ 70.00	\$ 43,680.00	\$ 71.65	\$ 44,709.60	\$ 47.64	\$ 29,727.36
6	Manhole Adjustment, Cast Iron Paving Rings	6	EACH	\$ 299.49	\$ 1,796.94	\$ 230.00	\$ 1,380.00	\$ 325.00	\$ 1,950.00	\$ 280.68	\$ 1,684.08
7	Water Valve or Water Box Adjustment	7	EACH	\$ 75.12	\$ 525.84	\$ 70.00	\$ 490.00	\$ 200.00	\$ 1,400.00	\$ 90.13	\$ 630.91
8	Asphalt Surface, 4 MT 58-28 H, 2-Inch	685	TON	\$ 71.62	\$ 49,059.70	\$ 80.00	\$ 54,800.00	\$ 75.00	\$ 51,375.00	\$ 73.00	\$ 50,005.00
9	Asphalt Binder, 3 MT 58-28 H, 4-Inch	1,435	TON	\$ 60.95	\$ 87,463.25	\$ 72.00	\$ 103,320.00	\$ 70.30	\$ 100,880.50	\$ 68.50	\$ 98,297.50
10	Shouldering, Crushed Limestone, 3/4" Dense	117	TON	\$ 55.00	\$ 6,435.00	\$ 42.00	\$ 4,914.00	\$ 39.45	\$ 4,615.65	\$ 35.00	\$ 4,095.00
11	Pavement Marking, Epoxy, 18-Inch, Stop Bar, White	23	LF	\$ 15.00	\$ 345.00	\$ 16.25	\$ 373.75	\$ 15.00	\$ 345.00	\$ 17.51	\$ 402.73
12	Traffic Control	1	LUMP SUM	\$ 7,942.55	\$ 7,942.55	\$ 4,000.00	\$ 4,000.00	\$ 1,250.00	\$ 1,250.00	\$ 5,000.00	\$ 5,000.00
				Total	\$ 226,733.72	Total	\$ 242,813.17	Total	\$ 233,541.45	Total	\$ 214,926.32

CITY OF NEW BERLIN



Lincoln Ave. - City of New Berlin

Construction Oversight Services Associated with the 2024 Roadway Rehabilitation Project and the 2024 Roadway Maintenance Contract

March 8, 2024

March 8, 2024

Ms. Tamara Simonson, P.E.
City Engineer
City of New Berlin
3805 South Casper Drive
New Berlin, WI 53151

Re: Construction Oversight Services Associated with the 2024 Roadway Rehabilitation Project
and the 2024 Roadway Maintenance Contract

Dear Ms. Simonson,

We are pleased to submit a proposal for this year's roadway rehabilitation and maintenance projects. We understand the impact that these projects have on the City of New Berlin, and we are ready to partner with the City to ensure these projects get completed on time and on budget.

Our Project Manager, Peter Gesch, P.E., brings cost-effective awareness and leadership to the project team. Our team is not only familiar with the standard specifications of the City of New Berlin, but is also very familiar with the Lincoln Avenue project area and coordinating construction activities with adjacent residents and businesses. We will be your eyes and ears in the field to meet your needs. Our construction oversight staff will provide you with the autonomy, thorough documentation, and clear communication that is needed for efficient and successful project completion with minimal impact on the City of New Berlin residents.

We look forward to working with you and your staff on this project and would be pleased to discuss our proposal with you further.

Sincerely,
RUEKERT & MIELKE, INC.



Peter W. Gesch, P.E. (WI)
Municipal Services Team Leader
pgesch@ruekert-mielke.com

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KEY DIFFERENTIATORS



LOCAL PRESENCE IN THE CITY

Peter Gesch, P.E., the project manager for these projects, is a resident of the City and will pass through the project area every day. **This brings a cost-effective approach to the management of these projects.**



FAMILIARITY WITH LINCOLN AVENUE PROJECT AREA

Our lead construction review technician, Matt, and one of our possible secondary construction review technicians, Luke, worked on the Lincoln Avenue Reconstruction project and are **familiar with the area and coordinating construction activities with local businesses and residents.**



YOUR EYES AND EARS

We provide detailed and accurate reports, communication with City staff whenever necessary, respectful, and precise tracking with the contractor, and outreach with residents throughout this project.

R/M will function as your eyes and ears during the project to keep you properly informed.

We train our construction review technicians how to handle each element of construction and what to look out for to help the City be most efficient.



Ruekert • Mielke

YOUR INFRASTRUCTURE ALLY

Ruekert & Mielke, Inc. (R/M) is a 100% employee-owned civil engineering firm with **more than 75 years** of service to local communities and organizations. Our engineers, environmental scientists, agricultural experts, and technology consultants empower our clients to thrive by solving infrastructure challenges.

ABOUT

- Established in 1946
- 120+ Employees Located in Wisconsin
- 6x Top Workplace

100%
**EMPLOYEE
OWNED**

LOCATIONS



WAUKESHA, WI
MADISON, WI
GREEN BAY, WI
KENOSHA, WI
MILWAUKEE, WI

SERVICES



AGRICULTURE



CONSTRUCTION SERVICES



DRONE & SURVEY



ENVIRONMENTAL



FINANCE



GIS



MUNICIPAL & ROADS



PAVEMENT MANAGEMENT



SITE DEVELOPMENT



WASTEWATER



WATER & SCADA



WATER RESOURCES

PROJECT UNDERSTANDING

The 2024 Roadway Rehabilitation and 2024 Roadway Maintenance Projects consist of many different construction components at various locations throughout the City. We have evaluated the contract documents for both projects and understand the project requirements for all phases of work. We are prepared to enforce the contract requirements and work with the City to ensure the safe, successful, and timely completion of both projects. Our firm and project team have extensive knowledge of the construction observation and management of projects like these. **Our past experiences and keen project foresight will allow us to work collectively with the City, Contractor, and City residents to ensure all project stakeholders reach the same goal of a minimally-disruptive, highly-successful project.**

R/M's project team can work autonomously to ensure the requirements of the City are being met without needing to involve the City on every single aspect of the project. City staff will be routinely kept up to date on all project components, schedule changes, project progress, current quantity, and budget status. You will also be notified of any resident concerns and how our project team was able to resolve any issues. **Our ability to work congruently with contractors and residents ensures that you, the owner, can have peace of mind knowing that your project is being completed successfully while the residents of your City are taken care of and their needs are also being met.**

ROADWAY REHABILITATION

There are approximately 4 miles of roadways planned for various forms of rehabilitation. There are various project areas spread out across the entire City in residential subdivisions and rural areas. Our team will review and work with the Contractor to ensure that their project schedule, sequencing, and traffic control plans meet the requirements of the Contract and limit disruptions and inconvenience to the public.

R/M's project team understands that every project component from pavement milling/pulverizing to the large diameter culvert replacement on Lincoln Avenue to pavement markings is equally as important as any other.

Our technical expertise on all aspects of roadway reconstruction/ rehabilitation projects will ensure that the City is getting the quality project that they desire.

The project team will tackle this project with effective communication, inspection, documentation, and project management.

ROADWAY MAINTENANCE PROJECT

There are approximately 31.5 miles of roadway planned to be crack sealed. Our project team will document the Contractor's progress during the project, ensuring their work adheres to the specifications and that project areas are kept swept and clean of debris. The Contractor must have effective rolling traffic control measures to ensure the safety of their workers and the traveling public, in addition to maintaining the integrity of the product that they are applying.

Proper notice to residents is also important to minimize the impact of a crack sealing project on the City residents. Our team will monitor the posting of notices by the contractor to project areas and ensure compliance with the contract documents for traffic control as well. Crack sealing projects consist of several different moving parts and can easily overwhelm a neighborhood if residents are not properly informed.

Our team will work with the contractor to balance all of the moving parts into a well-orchestrated operation that minimizes any disruptions to residents.



PROJECT APPROACH

R/M's team of construction review technicians are collaborative, highly trained, and talented. We regularly collect feedback from our clients regarding their expectations of our Field Services staff, and we use these expectations to further train our staff.

Prioritizing our clients' interests allows us to create comprehensive training to keep our construction review technicians up to date on new technology, inspection techniques, and other aspects of construction, including the soft skills needed to effectively communicate with municipal officials, residents, and contractors.

In addition to the inspection techniques and management skills used by our construction review technicians, they also utilize technology to create electronic daily reports and collaborate with municipal officials, contractors, and residents. Our staff have multiple forms of mobile technology to make our clients' projects successful. **Documentation of the materials used on-site is completed by checking specifications, actual materials such as weigh tickets, concrete delivery tickets, utility structure materials, and related items which are photographed and included in the daily electronic reports.**

Finally, our construction review technicians are trained to use the physical tools needed to check grade, take measurements, and capture photos to properly document construction activities on their reports.

R/M understands the City is looking for qualified consultants to perform various services, including project management, construction observation, quantity tracking, and punch lists.

Our staff submit daily reports before 8 A.M. the next working day. This allows City staff to review the prior day's work and stay informed of project progress.

We also understand that timely project punch listing and closeout is of utmost importance to the City, and therefore, is one of the prime focuses of our project manager. R/M's qualifications, experience, and approach to performing in the areas described above are explained in more detail below.

COMMUNICATION & PROJECT MANAGEMENT

R/M understands that one of the most important tools for a successful project is communication amongst all project stakeholders. Effective communication from the Project Manager with the City ensures that City staff are up to speed on project changes and issues on a regular basis. Communication with the contractor and City residents is just as important to project success. **We acknowledge that City staff cannot dedicate extensive time to these projects and that the chosen consultant needs to be autonomous in managing the project to meet the needs of the City.**

For this reason, we have chosen Peter Gesch, P.E., a project manager with superior communication and management skills. The City can have peace of mind knowing that their project is being managed by someone who cares deeply about exceeding client expectations.

Pete will provide prompt, efficient and accurate review, resolution, and recommendation on payments and potential change orders. **He will monitor daily reports produced by the construction review technicians and work with the field staff to maintain accurate, thorough, and timely tracking of quantities, budget status, and contractor schedules.** This will keep the City Engineer and team constantly informed on the project's progression.

The project management effort will also include preparation of pre-construction meeting agenda and minutes and conducting a pre-construction meeting that ensures project parties are on the same page prior to the start of construction.

CONSTRUCTION INSPECTION

Our construction review technicians are attentive to project activities and experienced with noting deviations from construction specifications as they occur. Our staff promptly work with the contractor to correct the deviations and course correct to meet the City specifications. **This attention to detail and rapid response greatly diminishes the possibility for contract change orders.**

Our lead construction review technician on this project will be Matt Klein who recently served as the lead construction review technician on the Lincoln Avenue Reconstruction project. Matt will be complimented by a team of secondary construction review technicians, if needed, who also were involved in the Lincoln Avenue project or have other experience watching roadway rehabilitation and maintenance projects. R/M also has an experienced bench of Construction Review Technicians that are available to assist depending on contractor crews and scheduling.

The City will have comfort knowing that R/M staff have the communication and documentation skills needed to function as their eyes and ears in the field, guaranteeing adherence to specifications and smooth project progression. As contractor operations and sequencing evolves throughout the project, we will coordinate with staff and ensure that all major project components are being appropriately monitored.

REPORTING

With most construction projects, whether a developer-led project or a City project, the City is responsible for the long-term maintenance and repair of the constructed infrastructure.

Quality observation and documentation go a long way toward ensuring these improvements last the duration of their intended life expectancy before needing replacement.

Incomplete or non-existent documentation of construction activities make it difficult for public works personnel to understand and manage the City's newly-constructed improvements.

Every day during construction, our construction review technicians document construction events, capture photographs, and bid quantities in a digital format that can be transmitted to City staff to keep them informed of the progress.

TRAFFIC CONTROL & STAKEHOLDER COMMUNICATION

Our team will work with the Contractor to develop a traffic control plan that is thorough and maintains safety for the traveling public. Equally important is communication with stakeholders in the project area during major phases of construction, such as paving or any other operations that may impede travel or access. **On the Lincoln Avenue Reconstruction project, our team routinely monitored the Contractor's traffic control and worked with the Contractor to correct deficiencies.** Our team was also successful with communicating with project stakeholders for major phases of construction. While the sizes of the project may be different, our team will still make this a priority.

PROJECT STAKING

We are aware of areas on Lincoln Avenue and Victor Road that are located within the 100-year floodplain. It is important that the finished roadway elevations are not higher than the existing grades. Our team will survey the edges of the roadway and set offset stakes every 50 to 100 feet (depending on Contractor preference) to assist the Contractor in establishing the finished roadway elevations.

ON TIME & ON BUDGET

R/M's project team will work with the City Engineer and contractor to determine the most appropriate project schedule that meets the phasing requirements of the project documents and minimizes disruptions to City residents. The team is familiar with the timeframes needed for various construction components and will consistently monitor construction progress to ensure the project is on schedule to be completed within the specified contract timeframes.

Our team will work with the contractor to ensure the most cost-effective approach to maximizing the City's construction budget dollars and make sure the project is completed on-time and on-budget.

We understand that an efficient project directly correlates to savings for the City by minimizing on-site observation time. We have prepared our not-to-exceed oversight costs around our evaluation of the most efficient way for these projects to be completed. Understanding that unforeseen circumstances arise during construction, we will first work to minimize the possibility of schedule delays and will provide the management and on-site observation needed to stay within our estimated oversight costs.

A project completed on time and on-budget is a top priority for all project stakeholders and R/M has the experience to bring it to fruition.

PROJECT COORDINATION

Peter Gesch, P.E., the Project Manager for these projects, is a resident of the City of New Berlin and passes through the City every day on his way to and from work. This means that Peter can bring a cost-effective approach to the management of these projects by coordinating his daily commute around site meetings or site check-ins with staff.

Peter's hands-on approach to project management will bring the continuity needed for successful project completion.



PROJECT EXPERIENCE





SERVICES

- Construction Observation
- Construction Administration
- Traffic Control
- Project Phasing
- Public Involvement

PROJECT TEAM

- **Matt Klein**
- **Luke Schneider**

CLIENT CONTACT

Tamara Simonson, P.E.
City Engineer
City of New Berlin
3805 South Casper Drive
New Berlin, WI 53151
262-786-8610 x 2519
tsimonson@newberlin.org

LINCOLN AVENUE CONSTRUCTION OVERSIGHT

Ruekert & Mielke, Inc. (R/M) provided construction observation services for the reconstruction of approximately 8,500 lineal feet of Lincoln Avenue, west of Calhoun Road, for the City of New Berlin. This vital oversight role ensured the project addressed significant safety concerns on an existing roadway that previously had inadequate shoulders and was compromised by subsoils and a high groundwater table. The roadway serves essential residential areas and several heavy industries, including the ABB manufacturing and warehouse center.

Through meticulous construction observation, **R/M guaranteed that the widened roadway, featuring a mix of rural and urban cross-sections, was completed according to the highest standards.** These sections were designed to accommodate the surrounding land uses and natural features like wetlands, enhancing traffic safety and flow. The project also included upgrades to signalization and turn lanes at the intersection of Lincoln Avenue and Calhoun Road, the replacement of outdated culverts with new concrete box culverts, and the introduction of bioswale areas for effective runoff treatment.

Extremely poor soil conditions were encountered throughout most of the project. This required extensive excavation below subgrade (EBS) and a modified road cross section of breaker run stone and geogrid installation. **R/M was given the responsibility to make the in-field decisions as to which areas would require the additional EBS.**

Under the experienced leadership of Matt Klein, with over 15 years in roadway and utility construction, and supported by Luke Schneider, R/M's construction observation team played a crucial role in the project's success. They ensured the project adhered to all design specifications and contract documents, managing challenges related to high-traffic areas, maintaining access to all parcels during construction, and navigating difficult soil conditions.

The team's construction observation expertise was critical in managing various project aspects, **including traffic control, project phasing, erosion control, and the installation of cross culverts.** Their commitment to strong communication facilitated smooth interactions with the public, City staff, and contractors, ensuring any concerns were promptly addressed and resolved.

VILLAGE OF HARTLAND, WI



SERVICES

- Road Reconstruction
- Utility Reconstruction & Rehabilitation
- Parking Lot Design
- Construction Administration
- Public Involvement

PROJECT TEAM

- **Peter Gesch, P.E.**
- Mike Hallada, CISEC
- Hunter Reuteman
- Steve Pease

2018-2024 CAPITAL IMPROVEMENT PROJECTS

Annually, the Village of Hartland completes multiple Capital Improvement Plan (CIP) projects totaling over \$3M. As the Village Engineer, Ruekert & Mielke, Inc. (R/M) works with Village officials to design, bid, administer contracts, and manage construction for a multitude of different projects each summer. These CIP projects include roadway and parking lot reconstruction, pavement pulverizing and repaving, pavement milling and resurfacing, utility infrastructure rehabilitation, utility infrastructure reconstruction and relays, joint and crack cleaning and sealing, slurry seal roadway maintenance, and storm water MS4 improvements such as pond dredging or roadway swale construction.

From April 2020 through February 2021 alone, there were a total of seven different CIP projects completed, ranging from \$100K to \$2M. Each project was unique and had its own level of complexity and challenges. **With seven different Contractors and seven different project timelines located in seven different areas of the Village, R/M seamlessly balanced Contract administration and project management with attentive construction inspection and public involvement to exceed expectations of Village officials and successfully complete these challenging projects.**

Each year, R/M's project team ensures that the requirements and specifications of the Village are being met and maintains a professional and reliable relationship with Village Staff and the community. R/M understands the vitality of communication and timeliness when managing small or large scale projects that directly affect the citizens of the Village of Hartland.

CLIENT CONTACT

Dave Felkner
Director of Public Works
210 Cottonwood Avenue
Hartland, WI 53029
(262) 367-2714
dfelkner@villageofhartland.wi.gov

"Working with R/M's team takes the burden off the DPW to make sure these projects get done right. Their attention to detail and timeliness with communication and other project needs eases the mind of the Village Staff knowing that the projects will be successful and meet all our expectations and requirements."

— Village of Hartland, WI



SERVICES

- Road Design
- Storm Sewer Review
- Roadway and Utilities
- Curb and Gutter
- Streetscape
- Construction Review

PROJECT TEAM

- **Luke Schneider**
- **John Keliher**
- Mike Hallada, CISEC
- Hunter Reuteman
- Andy Shird

CLIENT CONTACT

Mark Frye
City Administrator
174 E Wisconsin Ave,
Oconomowoc, WI 53066
262.569.2184
mfrye@oconomowoc-wi.gov

2015 - 2023 ANNUAL ROADWAY AND UTILITY RECONSTRUCTION PROJECTS

Ruekert & Mielke, Inc. (R/M) has worked with the City of Oconomowoc on completing an aggressive road reconstruction program. Years of deferred maintenance resulted in numerous streets in poor condition and the overall City pavement rating beginning to deteriorate. Political leaders recognized that the poor condition of the City streets was a major challenge, and authorized the borrowing of significant funds dedicated to dealing with pavement and drainage problems throughout the City.

Projects ranged from simple mill and resurfacing, to full depth pulverization and overlay (both with spot curb and gutter (C&G) and full C&G replacement), to full removal and reconstruction of the pavement, base course, C&G, drive approaches, and sidewalk. These annual street maintenance programs ranged from approximately \$1.5M to \$4M.

For streets near the City's downtown, streetscape enhancements included following the parameters outlined in the City's Master Plan. These included decorative street lights, stamped and colored concrete terraces and cross walks, as well as tree grates and planter boxes.

Concurrent with the road design, area drainage concerns and storm sewer condition and capacity were also analyzed and included with the projects. Storm sewer facilities were rehabilitated, replaced, and upsized to increase capacity and alleviate recurring flooding problems. Storm water mechanical separators and infiltration trenches were utilized to treat storm water prior to discharging to the Oconomowoc River and area lakes. **This allowed the City to obtain the necessary permits and count towards their WPDES MS4 requirements.**

Sanitary sewer and water supply facilities were also reviewed, and any necessary rehabilitation, relays, or planned upgrades included at the same time. **In addition to the primary roadway and utility work, many other miscellaneous elements throughout the City were included with the annual projects.** These include miscellaneous pavement patches and base repair, curb and gutter replacements, curb ramp replacements to current ADA standards, among others.

PROJECT TEAM



Quality Control/
Engineering Resource



Andy Petersen, P.E.

Project Manager



Peter Gesch, P.E.

Lead Construction
Review Technician



Matthew Klein

Secondary
Construction Review



Luke Schneider

Secondary
Construction Review



John Keliher

PROJECT TEAM



PETER GESCH, P.E.

Project Manager

Peter will be the Project Manager and main point of contact for these projects. **His hands-on project**

management approach will make these projects cost-effective and successful.

Peter provides design and construction administration services on a wide array of projects, giving him comprehensive knowledge of the industry. He understands the need for teamwork, communication, and leadership during the entire duration of a project and will demonstrate these traits on this project as well. These skills allow him to manage projects and work with municipal officials and community members to exceed client expectations.



MATTHEW KLEIN

Lead Construction Review Technician

Matt was the Lead Construction Review Technician on the Lincoln

Avenue Reconstruction project for the City in 2023. His experience includes oversight of major construction projects in municipalities across southeast Wisconsin. He also has experience as a road contractor in the construction of roadways, maintaining traffic control, and effective communication skills with property owners. **Matt's experience in the City and being the lead construction review technician on many other projects will help make this project run smoothly.**



LUKE SCHNEIDER

Secondary Construction Review Technician

Luke has been involved on multiple road construction

and reconstruction projects, including rural to urban conversions. Luke was the main Secondary Construction Review Technician on the Lincoln Avenue Reconstruction project for the City in 2023. Luke is adept at interacting with adjacent property owners so they have a full understanding of the project impacts. **Luke's detailed reports and thorough review of construction specifications eliminates disputes and discrepancies with Contractors.**



JOHN KELIHER

Secondary Construction Review Technician

John Kelliher is proposed as the Secondary Construction Review

Technician for the project. John has experience as a construction review technician on large roadway and utility construction projects in communities across southeast Wisconsin. John is attentive to detail and compliments any project team with detailed reports and quantity tracking. **John will work well alongside Matt and/or Luke and will effectively manage any portion of the project to which he is assigned.**



ANDY PETERSEN, P.E.

Quality Control/Engineering Resource

Andy has more than 25 years of expertise with municipal roadways

and will utilize his experience to **provide quality control and engineering advisory free of charge for this project.** He has a strong background in designing and managing various improvements such as streets, parking lots, utilities, grading, erosion control, temporary traffic control and storm water management. Andy brings exceptional proficiency for pavement improvement projects, honed on projects like planning, designing, and constructing elements of the Franklin Corporate Park over the past 10 years and his pavement improvement work for Waukesha County Parks and the School District of New Berlin for the past 6 and 20 years.

ruekertmielke.com



PETER W. GESCH, P.E.

PROJECT MANGER, MUNICIPAL SERVICES TEAM LEADER

Peter provides design and construction administration services on a wide array of projects, giving him comprehensive knowledge of the industry. He understands the need for teamwork, communication, and leadership during the entire duration of a project. These skills allow him to manage projects and work with municipal officials and the community members to exceed client expectations.

EXPERIENCE

Gebhardt Road Reconstruction & Pedestrian Pathway (2023) *Village of Elm Grove, WI*

Complete reconstruction and geometric improvements to three-quarters of a mile of rural cross section roadway including lane widening, turn lane improvements, ditch grading, culvert replacements, drainage improvements, intersection improvements, and design of a new pedestrian pathway along the corridor. Peter successfully managed the project throughout design and construction to complete the design of this \$1.3M project with a very tight timeline.

Sunnyslope Drive Reconstruction (2020) *Village of Hartland, WI*

Design of the reconstruction of 6,000 linear feet of sanitary sewer, water main, storm sewer, and 2,500 linear feet of roadway reconstruction. Construction administration and oversight of multiple construction inspectors on a \$2M utility and road reconstruction project. Effective communication and outreach with multiple businesses and over 300 residents along the project corridor.

Planning, Review, Design, Construction Oversight (2018- 2024) *Village of Hartland, WI*

Assistance with comprehensive utility infrastructure planning, development site review, and capital improvement plan creation. Design, and construction oversight/administration services on a vast majority of projects, coordinating multiple Contracts at once and managing multiple construction inspectors throughout the construction season, each summer.

Roadway & Utility Rehabilitation Programs (2018-2024) *Village of Hartland, WI*

Design and construction administration of over 15 miles of pavement rehabilitation, miscellaneous roadway patching, parking lot reconstruction, and sanitary, storm, and water structure rehabilitation totaling more than \$12M in construction.

Roadway Maintenance - Crack Sealing & Slurry Sealing (2018-2024) *Village of Hartland, WI*

Design and construction administration of over 60 roadway miles of crack and joint cleaning, routing, and sealing and over 8 roadway miles of slurry sealing as part of the annual roadway maintenance program.

Roadway Reconstruction Projects (2020-2021) *City of Oconomowoc*

Design of annual roadway reconstruction and rehabilitation projects totaling over \$10M in construction.

ruekertmielke.com

CONTACT

262.542.5733
pgesch@ruekert-mielke.com
Waukesha

EDUCATION

- Bachelor of Science, Civil Engineering - University of Wisconsin, Milwaukee

REGISTRATIONS & AFFILIATIONS

- Professional Engineer – WI
- American Council of Engineering Companies – WI



» professional «
engineer



MATTHEW S. KLEIN

SENIOR CONSTRUCTION REVIEW TECHNICIAN

Matt has more than a decade of experience in asphalt paving, milling, pulverizing, and roadway construction/reconstruction. His expertise spans road sub grades and finish grades, asphalt mixes, asphalt paving and grading, paving inspection, GIS final inspection, construction documentation, project preparation, and AutoCAD. Matt has paved asphalt on a number of large state projects as well as paving in nearly every municipality in Southeastern Wisconsin.

EXPERIENCE

Lincoln Avenue Construction Oversight

City of New Berlin, WI

Lead inspector providing construction observation services for the reconstruction of approximately 8,500 lineal feet of Lincoln Avenue. Ensured the project adhered to all design specifications and contract documents, managed challenges related to high-traffic areas, maintained access to all parcels during construction, and navigated difficult soil conditions.

Prairie Creek Subdivision Phase 5

City of Oconomowoc, WI

Inspection of roadway subgrade, finish grade installation and asphalt paving.

Hickory Street Improvements

City of Franklin, WI

Lead inspector of construction for the Franklin Corporate Park water main, sanitary sewer and sanitary force main. In 2022 lead inspection for ½ miles of subgrade, GeoGrid stabilization, finish grade installation for road and asphalt walking paths. As well as, water main tie ins, hydrant relocations, storm sewer and storm bioretention cell installation.

Pleasant View Subdivision Phase 1

City of Franklin, WI

Construction of new subdivision. Lead inspection of storm sewer, sanitary sewer, water main, subgrade and finish grade installation, asphalt paving, concrete curb installation, water service laterals and sanitary sewer laterals.

Spring Street Phase 1

Racine Water and Wastewater Utility

Lead inspection of 36" water main transmission line with concrete curb, reinforced concrete roadway, asphalt pulverization, finish grade installation and asphalt paving.

Road Rehabilitation Project

City of Greenfield, WI

Lead inspector on storm and sanitary structure rehab, paving, milling, ADA ramp removal, and reconstruction, concrete rubblizing, and GIS final inspection of rehabbed structures.

Road Reconstruction and Drainage Improvements

Village of Fontana-on-Geneva Lake, WI

CRT lead inspection on asphalt pavement application as well as surface drainage issues. Also, curb, and gutter installation.

ruekertmielke.com

CONTACT

262.542.5733

mklein@ruekert-mielke.com

Waukesha

EDUCATION

- Operating Engineers Local 139
Journeyman Program - Fox
Valley Technical Institute -
Coloma, WI

REGISTRATIONS & AFFILIATIONS

- HAZMAT Certified
- Advanced Grade Certification
- Advanced Excavation
Certification
- Competent Person
Certification

15+

» years «
experience



Your Infrastructure Ally



LUKE B. SCHNEIDER

PROJECT ENGINEER, CONSTRUCTION REVIEW TECHNICIAN

Luke possesses extensive experience in construction review, GIS and land survey field work. By having an engineering degree, Luke is able to bridge the communication gaps between field and engineering staff alike. Through great communication skills and dedicated attention to detail, Luke takes pride in client satisfaction through all phases of the project he is involved with. Prior to joining R/M, Luke had sizable experience in customer service, public communication, and project efficiency roles. These roles included reviewing and executing client project needs while also maintaining an open dialog with the community's citizens.

CONTACT

262.225.7035
lschneider@ruekert-mielke.com
Waukesha

EDUCATION

- Bachelor of Science,
Civil Engineering
- University of Wisconsin
Milwaukee

REGISTRATIONS & AFFILIATIONS

- American Society of Civil
Engineers
- ASTM International
- HDPE Pipe Fusion
Certification - Core & Main

5+
» years «
experience

EXPERIENCE

Lincoln Avenue Construction Oversight

City of New Berlin, WI

Provided construction observation services for the reconstruction of approximately 8,500 lineal feet of Lincoln Avenue. Ensured the project adhered to all design specifications and contract documents, managed challenges related to high-traffic areas, maintained access to all parcels during construction, and navigated difficult soil conditions.

Private Property I/I

City of Muskego

Construction observation of the City's lateral replacement project on the West side of Little Muskego Lake. Laterals were replaced by pipe bursting and open set through MMSD Private Property Inflow and Infiltration Program.

Construction Management Experience

- Preparing Preliminary
Construction Cost Estimate
- Quantity Tracking
- Processing of Contractor
Payment
- Development of Construction
and Environmental Permits
- Project Manual Development
- Construction/Utility
Coordination and Scheduling
- Public Engagement
- Post Construction Punch
Listing

Construction Observation Experience

- Road and Site Grading
- Pavement Base Replacement
- Asphalt/Concrete Pavement
- Concrete Curb and Gutter
- Storm Sewer
- Storm Culvert Flow By-Pass
Systems
- Bioretention Facilities
- Erosion Control
- Traffic Signal Modifications
- Traffic Control
- Pavement Markings
- Restorations

Field Survey Experience

GPS/GNSS, Robotic Total Station:

- Roadway Topographic Survey
- Construction Stakeout/As-
Built Survey
- Location Survey
- Site Planning Survey



JOHN W. KELLIHER

PROJECT ENGINEER, CONSTRUCTION REVIEW TECHNICIAN

John has experience as a Construction Review Technician on large roadway and utility reconstruction projects. John's degree in civil engineering and role as a project engineer brings added knowledge of the industry to his role on any team. John is attentive to detail and thorough in his work, which brings peace of mind to the clients he works with.

CONTACT

262.542.5733
jkelliher@ruekert-mielke.com
Waukesha

EDUCATION

- B.S. - Civil Engineering
- University of Wisconsin,
Milwaukee

EXPERIENCE

Construction Management for 2023 Streets Projects

City of Oconomowoc, WI

Performed construction observation on multiple roadways for the City's annual road maintenance projects.

Town-N-Country Storm Water Improvements

City of Kenosha, WI

John inspected multiple storm sewer crew(s) and reviewed pavement restoration work. He oversaw quantities at the end of each day and was in charge of communicating with contractors and residents on a daily basis. John shot elevations, measured lengths, and forecasted.

The Crossroads Neuman Development

Village of Saukville, WI

John inspected the sanitary sewer crew. He was in charge of managing the inspection services for that project in the field. John shot elevations, measured lengths, and forecasted.

Construction Observation & Administration

City of Oconomowoc, WI

- 2023 Streets Projects
- Arrowood Subdivision
- Morgan Station

Village of Hartland, WI

- 2022 Utilities Program
- 2022 Paving Program

Village of Merton, WI

- Stone Ridge Subdivision

City of Saint Francis, WI

- Kinnickinnic Avenue Road Reconstruction

Village of Mukwonago, WI

- Chapman Farms
- 600 Perkins Drive - IDC



ANTHONY D. PETERSEN, P.E.

QUALITY CONTROL/ENGINEERING RESOURCE

Andy has more than 25 years of expertise in municipal and school site improvement projects. He has a strong background in designing and managing various improvements such as streets, parking lots, utilities, grading, erosion control, temporary traffic control and storm water management. Andy brings exceptional proficiency for pavement improvement projects, honed on projects like planning, designing, and constructing elements on Watertown's Annual Street & Utility Improvements, Gebhardt Road Reconstruction, and the School District of New Berlin for the past 20 years. His work with the School District of New Berlin has provided a familiarity with City of New Berlin staff and standards.

CONTACT

262.542.5733
apetersen@ruekert-mielke.com
Waukesha

EDUCATION

- B.S. Civil Engineering
- Iowa State University

REGISTRATIONS & AFFILIATIONS

- Professional Engineer- WI & IA
- WASBO Service Affiliate Member
- CDT - Construction Document Technologies
- National Society of Professional Engineers
- Metro Chapter of Wisconsin Society of Professional Engineers
- Waukesha Engineering Scholarship Fund - Treasurer
- American Council of Engineering Companies

25+

» years «
experience

EXPERIENCE

Annual Street & Utility Improvements (2021-2023) City of Watertown

Project manager and lead designer for the design of two separate street and utility projects located within historic districts in the City. The projects included erosion control, grading, sanitary sewer improvements, water main improvements, drainage study, storm sewer improvements, sidewalk replacement, intersection design, street reconstruction, pavement markings, tree preservation, utility coordination and railroad coordination. The 2022 project corridor was approximately 7,300 linear feet along multiple streets. The 2023 project corridor was approximately 3,500 linear feet along multiple streets. Total construction cost for both projects was estimated to be \$7.7M. Design included utility coordination, railroad coordination and flooding analysis.

Gebhardt Road Reconstruction & Pedestrian Pathway Village of Elm Grove

QA/QC and client manager for reconstruction and geometric improvements to approximately 4,000 linear feet of rural cross section roadway including lane widening, turn lane improvements, ditch grading, culvert replacements, drainage improvements, intersection improvements, and design of a new pedestrian pathway along the corridor. The total cost of the project was \$1.3M.

Summit Avenue & Delafield Street City of Waukesha

Project manager and lead designer for design of multiple phases of street and utility reconstruction. Public improvements include 17,000 linear feet of public sanitary gravity sewer, water main and storm sewer pipelines, sidewalks, 6,000 linear feet of reconstructed pavement, traffic signals and pavement markings. Projects included private utility coordination, coordination with Waukesha Water Utility, inclusion of water main designs in bid packages, erosion control, traffic control, drainage study and public involvement. The total construction cost for these projects was approximately \$6.9M.

Engineering Services

School District of New Berlin

Engineering services for the school district including grading, sanitary sewer collection, water distribution, landscaping, parking lots, concrete curb and gutter, access drives, storm water management facilities, storm water management plans, ditch grading, flood abatement, water main distribution systems, athletic fields, tennis courts, traffic signals, and site lighting.

SAMPLE CONSTRUCTION REPORT



Waukesha Office
W233 N2080 Ridgeview Pkwy
Suite 300
Waukesha, WI 53188-1020
(262) 542-5733

Kenosha Office
6905 Green Bay Road
Suite 204
Kenosha, WI 53142
(262) 953-2650

Madison Office
4630 S. Biltmore Lane
Madison, WI 53174
(608) 819-2600

Fox Valley
1400 Lombardi Ave.
Suite 1018
Green Bay, WI 54304
(920) 876-6382

CONSTRUCTION REPORT

Road Grading

New Berlin, City of

NAME 20230830 MSK
PROJECT # 14-10034.320
CONTRACTOR Vinton
DATE 8/30/2023

PROJECT NAME Lincoln Ave. Reconstruction

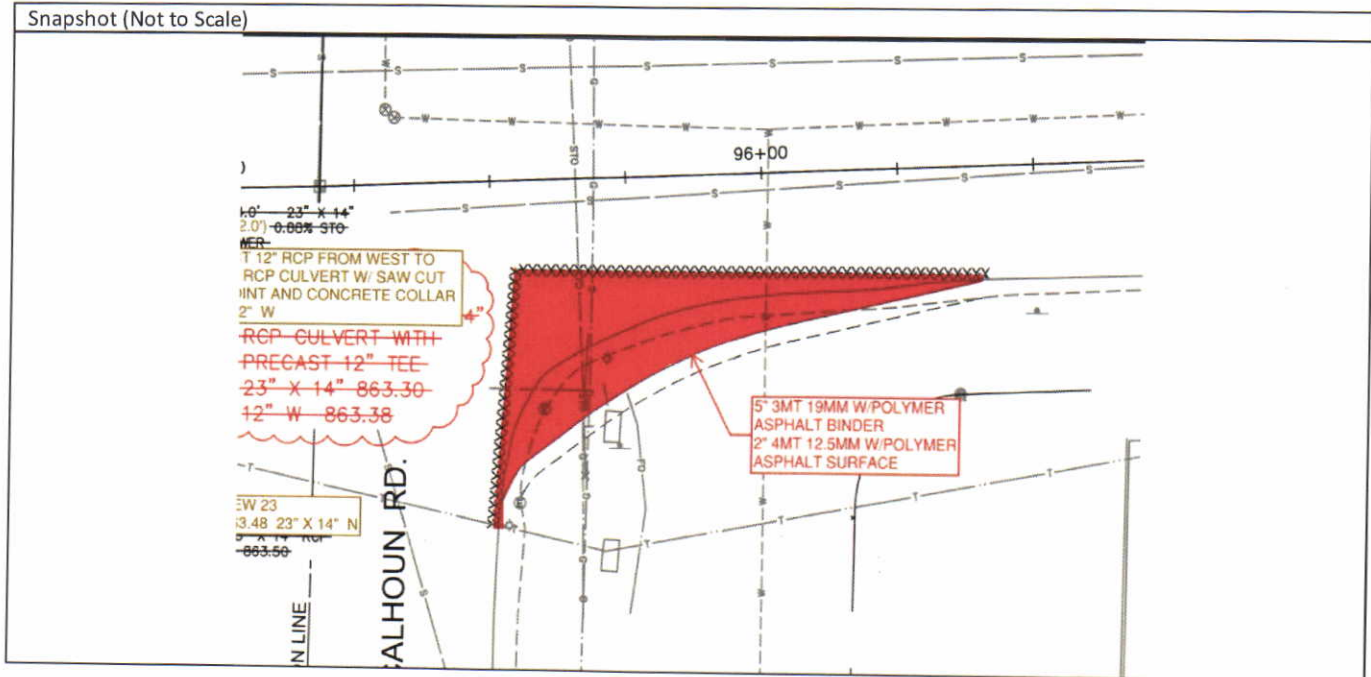
IN Lincoln Ave Shts 24, 25 & 53

From: Calhoun Rd

To: West Project Limits

AM	Clear or Sunny
Temp	51
PM	Clear or Sunny
Temp	70

Snapshot (Not to Scale)



Crew	Foreman: Jesse, Crew: Operator - 9 Laborer - 5
Equipment	Excavator - Volvo EW 180D - 1 Front End Loader - Volvo L 110G - 1 Excavator - John Deere 470G - 1 Smooth Drum Roller - CAT CS56B - 1 Dozer - CAT D4 - 1 Dozer - CAT D6X - 1 Water Truck - 1 Dump Trucks - 2 Paver - Blaw Knox - 1 Skid Steer - Case SV280 - 1 Water Truck - Freightliner - 1
Ground Conditions	Clay, organic soils and stone
Bedding Cover	

Working Time						
Worker	From	To	Hours	RT	Total	Notes
Contractor	6:30	5:30	11			Vinton
Contractor	6:30	4:00	9.5			NPL
CRT	6:30	4:30	10	1	11	
Contractor	12:00	3:30	3.5			Payne & Dolan

CRT Signature

Matthew Klein

NAME: 20230830 MSK

PROJECT # 14-10034.320

DATE: 8/30/2023

CONTRACTOR: Vinton

Bid Items

Item #	Description	Unit	Qty	Notes / Attributes
36	Storm Sewer, RCP, Class IV, 15-inch, Driveway/Cross Culvert	LF.	48	Certified Products Driveway
44	Storm Sewer, Apron Endwalls, RCP, Class IV, 15-inch	EA.	3	32, 33 & 37
55	Dense Graded Base, 1 1/4-inch	TON	223.24	
59	HMA Pavement, 3 MT 58-28 H, (Binder)	TON	43.55	Southeast corner of Calhoun Rd and Lincoln Ave
60	HMA Pavement, 4 MT 58-28 H, (Surface)	TON	22.08	Southeast corner of Calhoun Rd & Lincoln Ave

Summary, Comments & Visitors

Notes

- Contractor watered the granular road base throughout the day for dust control purposes
- Contractor installed pipe joint ties on the first two pipe from AEW

Timeline

- 06:30 - CRT arrives on-site to discuss grading operations on Calhoun Rd and Lincoln Ave and culvert installation with Vinton
- 07:00 - Contractor removes existing asphalt on the Southeast corner of Lincoln Ave and Calhoun Rd. Contractor will excavate the 22" to subgrade.
- 07:15 - CRT moves to Certified Products driveway entrance for 15" RCP culvert installation. Contractor will shorten the proposed pipe length from 50' to 48' and revise the pipe slope to 1.75 percent.
- 07:30 - Contractor sets 15" AEW 32 (INV. 832.20)
- 08:00 - Contractor begins installing 15" class 5 RCP with pipe ties at joint connection
- 08:30 - Contractor finishes installing the West half of Certified Products driveway backfills trench and switches traffic over
- 09:00 - Contractor sets AEW 33 (INV. 833.10) and installs 1 1/4" TB backfill with compaction
- 09:30 - CRT moves to Calhoun Rd
- 10:00 - Contractor reaches proposed sub grade and will begin installing 1 1/4" TB in 2 lifts with compaction. CRT will move to NBG for utility conflict site meeting.
- 10:45 - Utility meeting ends. NPL will finish drilling gas main and services by the end of the week or early next week. WE Energies Electric will hydro excavate the 3 phase power line at STA 19+20 and lower or splice and lower in the North ditch line. Spectrum will re-drill and lower the their cable line at STA 20+00 by the end of the week.
- 12:00 - Contractor moves to NBG driveway to install 15" AEW 37. CRT moves to the southeast corner of Calhoun Rd and Lincoln Ave and waits for paving crew to arrive.
- 12:30 - Payne and Dolan patch crew arrives and CRT and foreman discuss pavement installation
- 13:30 - Dump trucks arrive with 3MT19MM W/Polymer asphalt binder mix and Payne & Dolan begins installing the first 2 1/2" lift of binder
- 14:15 - Contractor installs the second 2 1/2" lift of 3MT binder
- 14:45 - Dump truck arrives with 4MT 12.5MM W/Polymer asphalt surface mix and begins installing the 2" surface course
- 15:00 - Contractor finishes installing asphalt surface and continues roadway clean up. CRT advised the foreman to the leave the patch closed off with barrels for the remainder of the day. CRT would have the Vinton grading foreman remove the barrels at the end of the day.
- 15:30 - CRT moves back to grading crew who continues installing topsoil in the North and South ditch lines from the box culvert to Certified Products driveway entrance
- 16:30 - Contractor continues grading top soil. CRT and foreman discuss quantities for the day and the CRT leaves the site.

NAME: 20230830 MSK

PROJECT # 14-10034.320

DATE: 8/30/2023

CONTRACTOR: Vinton

	Information
	Filename: 20230830 MSK GRADE 001 Asphalt removal on the Southeast corner of Calhoun Rd and Lincoln Ave.jpg Caption:

	Information
	Filename: 20230830 MSK STO 002 AEW 32 with tie rods.jpg Caption:

	Information
	Filename: 20230830 MSK GRADE 003 Excavation around existing utilities on Calhoun Rd.jpg Caption:

	Information
	Filename: 20230830 MSK STO 004 15 inch CMP on the East side of Certified Products driveway.jpg Caption:

NAME: 20230830 MSK

PROJECT # 14-10034.320

DATE: 8/30/2023

CONTRACTOR: Vinton

	Information Filename: 20230830 MSK STO 005 AEW 33.jpg Caption:
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	Information Filename: 20230830 MSK GRADE 006 Sub grade on Calhoun Rd.jpg Caption:
--	--

	Information Filename: 20230830 MSK GRADE 007 Exsting STO sewer in grade on Calhoun Rd.jpg Caption:
---	---

	Information Filename: 20230830 MSK GRADE 008 Installing 1.25 inch TB base course on Calhoun Rd.jpg Caption:
---	--

NAME: 20230830 MSK PROJECT # 14-10034.320 DATE: 8/30/2023 CONTRACTOR: Vinton



Information

Filename: 20230830 MSK GAS 009
Installing new gas line to NBG at STA
20+00.jpg

Caption:



Information

Filename: 20230830 MSK PAVE 010
First asphalt binder ticket.jpg

Caption:



Information

Filename: 20230830 MSK PAVE 011
First 2.5 inch lift of asphalt binder.jpg

Caption:



Information

Filename: 20230830 MSK PAVE 012
Hand work on the second lift of
binder.jpg

Caption:

NAME: 20230830 MSK

PROJECT # 14-10034.320

DATE: 8/30/2023

CONTRACTOR: Vinton

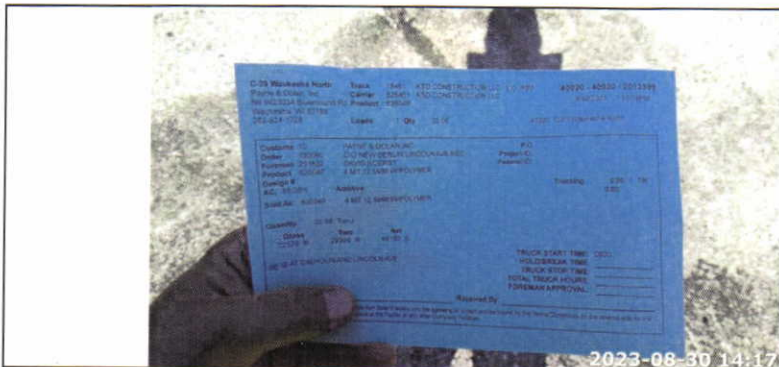


2023-08-30 14:12

Information

Filename: 20230830 MSK PAVE 013
Compaction of asphalt binder.jpg

Caption:



2023-08-30 14:17

Information

Filename: 20230830 MSK PAVE 014
First and Last asphalt surface
ticket.jpg

Caption:



2023-08-30 14:38

Information

Filename: 20230830 MSK PAVE 015
Installing asphalt surface lift with the
paver.jpg

Caption:



2023-08-30 14:57

Information

Filename: 20230830 MSK PAVE 016
Finished asphalt surface course.jpg

Caption:

FEE



ESTIMATED FEE

The fee for the Construction Oversight Services associated with the 2024 LRIP Roadway Rehabilitation Project and 2024 Roadway Maintenance Project is time and materials not-to-exceed the cost of \$139,416. The cost of expenses such as mileage and printing costs are included in the base hourly rate of each individual.

The City will only be charged for the actual hours of personnel to complete all tasks, thus if the overall hours are less than indicated on the attached sheet the overall cost will be lower.

City of New Berlin 2024 LRIP Roadway Rehabilitation Project and 2024 Roadway Maintenance Project	Professional Services			Total Hours	Total Cost
	Project Manager	Lead Construction Review Technician	Secondary Construction Review Technician		
	\$179	\$126	\$92		
2024 LRIP Roadway Rehabilitation Project - Base Bid					
Preconstruction Meeting and Preconstruction Photos	5	14	0	19	\$2,659
Resident Communication	6	8	0	14	\$2,082
Site Visits and Field Assistance	40	0	0	40	\$7,160
Preconstruction Staking Edge of Pavement Elevation Offsets (Lincoln)	0	20	0	20	\$2,520
Traffic Control and Pavement Marking	4	8	0	12	\$1,724
Common Excavation	6	80	16	102	\$12,626
Pulverize and Proof Rolling	8	80	0	88	\$11,512
Milling and Proof Rolling	6	40	0	46	\$6,114
Base Repair	10	110	24	144	\$17,858
Curb and Gutter Remove and Replace	4	30	20	54	\$6,336
Storm Sewer/Culverts and Utility Structure Adjustment, Miscellaneous items	6	24	6	36	\$4,650
Asphaltic Pavement Placement	16	120	30	166	\$20,744
Shoulder Placement and Restoration	2	20	4	26	\$3,246
Pay Requests, Change Orders, and Project Closeout	15	4	0	19	\$3,189
Project Total	128	558	100	786	\$102,420
Alternate A - Roadway Rehabilitation Project					
Communication/Coordination with Businesses	2	4	0	6	\$862
Preconstruction Staking Edge of Pavement Elevation Offsets (Victor)	0	6	0	6	\$756
Site Visits and Field Assistance	2	0	0	2	\$358
Traffic Control	1	6	0	7	\$935
Common Excavation	0	8	0	8	\$1,008
Pulverize and Proof Rolling	3	15	0	18	\$2,427
Base Repair	4	12	12	28	\$3,332
Storm and Utility Structure Adjustment, Miscellaneous items	0	0	6	6	\$552
Asphaltic Pavement Placement	2	16	0	18	\$2,374
Shoulder Placement and Restoration	0	0	6	6	\$552
Pay Requests, Change Orders, and Project Closeout	1	0	0	1	\$179
Project Total	15	67	24	106	\$13,335
2024 Roadway Maintenance Project					
Preconstruction Meeting	2	2	0	4	\$610
Resident Communication	2	0	2	4	\$542
Site Visits and Field Assistance	8	0	0	8	\$1,432
Traffic Control	2	0	4	6	\$726
Crack Sealing Inspection	0	4	204	208	\$19,272
Pay Requests, Change Orders, and Project Closeout	5	0	2	7	\$1,079
Project Total	19	6	212	237	\$23,661
ESTIMATED TOTAL HOURS	162	631	336	1129	\$139,416

2024 ROADWAY REHABILITATION

CONTRACT RD-24-01

CITY OF NEW BERLIN

City of New Berlin
Engineering Services Division
3805 S. Casper Drive
New Berlin, WI 53151
(262) 797-2445

SPECIFICATIONS
AND
CONTRACT DOCUMENTS
FOR

RD-24-01

2024 ROADWAY REHABILITATION

CITY OF NEW BERLIN, WISCONSIN

TABLE OF CONTENTS FOR 2024 ROADWAY REHABILITATION

CONTRACT RD-24-01

CITY OF NEW BERLIN, WISCONSIN

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SUBCONTRACTOR'S QUALIFICATION STATEMENT	SQS-1 → SQS-4
GENERAL CONDITIONS	GC-1 → GC-62
SPECIAL PROVISIONS	SP-1 → SP-14
PROPOSAL FORM	P-1 → P-5
CONTRACT	C-1 → C-5
BID BOND	BB-1
PERFORMANCE BOND	PB-1 → PB-3
PAYMENT BOND	PA-1 → PA-3
ATTACHMENTS:	
PROJECT DRAWINGS	A

PROJECT NO. RD-24-01
2024 ROADWAY REHABILITATION
New Berlin, Wisconsin

ADVERTISEMENT FOR BIDS

BID OPENING: The City of New Berlin hereby gives notice that sealed bids will be received by the City Clerk, City Hall, 3805 S. Casper Drive, New Berlin, WI, until 10:00 a.m., local time, on Wednesday, March 6th, 2024. The base bid consists of the rehabilitation of approximately 3.55 miles of roadways throughout the City. Alternate A consists of the rehabilitation of an additional 0.40 miles of roadway. Bids will be opened and publicly read aloud immediately after the specified closing time. Interested parties are invited to attend. Bids submitted after this time will not be accepted.

BIDDING DOCUMENTS: Complete digital project bidding documents are available at <http://tinyurl.com/NewBerlinBids> or www.questcdn.com. You may download the digital plan documents for \$22 by inputting Quest project #**8931383** on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. No paper plan sets will be provided. Please contact Lucas Pichler at 262-797-2453 if you have any questions.

LEGAL PROVISIONS: The Contract letting shall be subject to the provisions of Sections 62.15, 66.29, 66.293, and 779.15 of the Wisconsin Statutes. Per Section 16.856 of the Wisconsin State Statutes the Prevailing Wage Rate does not apply to this project.

BIDDERS PROOF OF RESPONSIBILITY: Each Prime Contractor submitting a bid shall have on file a Bidders Proof of Responsibility Statement with the City Clerk on or before the date and time set for the Bid Opening.

BID SECURITY: Bid security in the amount of not less than 5% of the bidder's maximum bid price and in the form of a bid bond, certified check or cashiers check (payable to the City of New Berlin) is required with the bid.

RIGHT TO REJECT BIDS: The City reserves the right to reject any and all bids, the right to waive irregularities and informalities in bidding, the right to disregard all nonconforming, non-responsive, unbalanced or conditional bids, and the right to accept the bid which best serves the interests of the City.

CONTRACT SECURITY: The bidder to whom a Contract is awarded shall furnish Performance and Payment Bonds for the full amount of the Contract within 10 days of award or execution of the Contract. The Performance and Payment Bonds shall contain a provision to increase the Performance Bonds by the amount of any change orders that might increase the amount of the Contract price. If such bidder fails to execute and file such Contract, Performance and Payment Bonds, within the ten day period, the check, bond, or bank draft accompanying the bid shall be forfeited to the City of New Berlin as liquidated damages.

BID WITHDRAWAL: The City reserves the right to postpone the award of the contract and no bids shall be withdrawn for a period not exceeding 60 days after the date and time set forth in the Bid Opening. The City further reserves the right to retain the bid security of the three (3) lowest bidders during that time.

DESCRIPTION OF WORK: The project consists of furnishing all labor, equipment, and materials necessary to perform the work as called out on the plans. The work consists of either; pavement removal by milling, base repair, curb and gutter repair, manhole adjustments, and placing asphalt, or pulverizing, removal of excess pulverized material, grading, base repair, manhole adjustments, and placing asphalt. Approximate quantities of work are estimated as follows:

Base Bid

Large Diameter Culvert Replacement	96	L.F.
Curb & Gutter Repairs	1,200	L.F.
Asphalt Pavement	15,800	TON
Milling Asphalt	20,200	S.Y.
Pulverizing Asphalt	34,600	S.Y.
Common Excavation	4,400	C.Y.

Alternate A

Asphalt Pavement	2,100	TON
Pulverizing Asphalt	5,700	S.Y.
Common Excavation	800	C.Y.

Published by authority of the City of New Berlin, Engineering Services, a division of the Department of Community Development, Tamara Simonson, City Engineer.

City of New Berlin
3805 S. Casper Drive
New Berlin, WI 53151
Waukesha County

Rubina Medina, City Clerk

David Ament, Mayor

PUBLISH: Wednesday, February 14, 2024
Wednesday, February 21, 2024

SUBCONTRACTOR LIST

The following Subcontractors will be utilized for portions of the Project Work (only list those > \$1,000). Changes shall not be made subsequent to the Bid unless the change(s) is approved by the City.

[illegible]

BIDDER'S QUALIFICATION STATEMENT - CONFIDENTIAL

Submitted to: **City of New Berlin**

Date:

RE: SUBMISSION OF PREQUALIFICATION FORMS FOR THE YEAR

Gentlemen & Ladies:

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 skill on the basis of our work record, experience, equipment and staff as required to enter upon and complete those various types of projects indicated below as may be awarded by the municipality during the current year.

It is understood that the determination 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 that the Municipality expressly reserves the right to review and reserve its findings on later projects.

Sincerely,

Signature

Printed Name

PRE-QUALIFICATION STATEMENT- CONFIDENTIAL DATA

TO: CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN

There is submitted herewith for your consideration, pursuant to Section 66.29, Wisconsin Statutes, a Statement of Qualifications of the undersigned to furnish the necessary labor, materials, equipment and skills required to enter upon the complete public works contract to be let by the Municipality through its several departments.

IDENTIFICATION

Official Firm Name _____

Mailing Address: _____

Telephone No. (____) _____

Fax No. (____) _____

Number of Years in Business under Present Firm Name: _____

Classification of Work for Which Your Firm is seeking Qualification:

CITY OF NEW BERLIN
PRE-QUALIFICATION STATEMENT
IDENTIFICATION SECTION

Please CHECK Type of Firm Organization:

- ☐ Corporation
☐ Partnership
☐ Individual
☐ Joint – Venture

List Principle Individual Names:

(IF Individual, Answer Below)

Sole Trader _____

(IF Partnership, Answer Below)

Partner _____

Partner _____

(IF Corporation, Answer Below)

President _____

Vice-President _____

Secretary _____

Treasurer _____

Licensed to do business in Wisconsin on _____

In what State Incorporated _____ When _____

EXPERIENCE

Tabulation of Major Contracts (over \$25,000) which the Firm has
completed during past 5 Years

Year	Class of Work	Amount	Location of Work	For Whom Performed & Contact Name/Phone

Tabulation of Construction Experience of Principle Individuals in Organization

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

List Below Major Pieces of Equipment Owned (or Leased) and
Available when needed for the Proposed Work

Item Description	Qty	Size/ Capacity/ Etc	Condition (Good or Fair)	Years of Service

CONTRACTUAL RESPONSIBILITY

List the trade and percentage of work normally performed with your own work force

Trade	Percentage of Work

Have you (or your Firm) ever failed to complete any work awarded to you?

☐ Yes

☐ No

If so, state: when, where, and why:

When	Where	Why

Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete on time a construction contract?

☐ Yes

☐ No

If so, state: firm name(s), when, where, and why:

Firm Name(s)	When	Where	Why

CITY OF NEW BERLIN
PRE-QUALIFICATION STATEMENT
CONTRACTUAL RESPONSIBILITY SECTION

Have you (or firm) asked to be relieved from a bid submitted by it to a public awarding authority during the past ten years?

☐ Yes

☐ No

If so, state: when, where, and why:

When	Where	Why

Have you (firm) been charged with or convicted of a violation of any wage schedule?

☐ Yes

☐ No

If so, state: when, where, and why:

When	Where	Why

List those projects that you (or firm) expect to have in progress at the time of the major performance period for this project:

Project	Location

BONDING RESPONSIBILITY

Name(s) and address of bonding company(ies) which generally execute Bid and Surety bonds:

Name	Address

Name(s) and addresses of all bonding companies other than those listed above, which have written Bid and Surety bonds for your firm during the last five (5) years:

Name	Address

Has any bonding company ever taken over a contract or make any payments, because of your firm's failure to carry out a contract?

☐ Yes

☐ No

If so, state: when, where, and why.

When	Where	Why

List current limits of bonding capacity: _____

List your current average bond premium cost: _____ %

CONTRACTOR'S FINANCIAL STATEMENT

Attach your Statement of Financial Conditions, including the latest regular dated financial statement or balance sheet, which must contain the following items:

1. Current Assets: Cash joint-venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, materials, and prepaid expenses, net fixed assets, and other assets.

2. Current Liabilities: Accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owner, accrued salaries, accrued payroll taxes, other liabilities, and capital (stock, authorized and outstanding shares par values, and earned surplus).

Name of firm preparing statement: _____

Are any of the firm's assets assigned?

☐ Yes

☐ No

If so, state which are assigned and for what purpose they are assigned:

Assigned Asset	Purpose

GENERAL DATA

List below all previous work experience with the City of New Berlin:

Project	Trade	Year

Are you familiar with the provisions of the Agreement Form used by the City's?

- ☐ Yes
☐ No

Are you familiar with its terms and conditions?

- ☐ Yes
☐ No

Are you familiar with the City's specifications?

- ☐ Yes
☐ No

Are you familiar with the regulations of the City relating to bidding and awarding of contracts'?

- ☐ Yes
☐ No

AFFIDAVIT

STATE OF WISCONSIN

_____ } ss
_____ County

_____, being duly sworn, deposes and says
that he is the _____ (Official
capacity/title) of the firm _____ and that the 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 City of New Berlin with any information deemed necessary to verify this
statement.

Subscribed and sworn to before me

This ____ day of _____, 20__

_____ Notary Public

_____ County, Wisconsin

My Commission Expires: _____

ATTACH
STATEMENT OF FINANCIAL CONDITIONS

SUBCONTRACTOR'S QUALIFICATION STATEMENT

Submitted to
The City of New Berlin

Submit one copy of qualification for each Subcontractor.

The undersigned certifies, under oath, the truth and correctness of all statements and of all answers to questions made hereinafter.

NAME OF PERSON SUBMITTING STATEMENT:

NAME OF FIRM:

ADDRESS:

TELEPHONE NUMBER: _____

LOCATION OR PRINCIPAL OFFICE:

CHECK ONE:

Corporation ____ Partnership ____ Individual ____ Jt Venture ____

Limited Liability Company _____ Other ____

Signature

TYPE OF WORK SPECIALIZATION: _____ CONSTRUCTION

1. How many years, for the type of work specialization stated above, has your organization been in business as a Contractor?
2. How many years has your organization been in business under its present business name?

3. If a corporation, provide the following information:
 - a. Date of incorporation:
 - b. State of incorporation:
4. If individual or partnership, provide the following information:
 - a. Date of organization:
 - b. Name and address of all partners (state whether general or limited partnership):
5. If Joint Venture, Limited Liability Company or other organization than a corporation or partnership, describe the organization and name principals:
6. List the percentage of work normally performed with your own work force. List those trades below:
7. Have you ever failed to complete any work awarded to you? If so, state when, where, and why:
8. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a pool contract? If so, state the circumstances:

9a. List the names of the project, owner, architect, general contractor or construction manager, contract amount, current percent complete, and scheduled completion date of the major construction projects your organization has in progress at this time:

9b. Expects to have in progress at the time of the performance period for this project:

10. List your trade references:

11. List your banking references:

12. List your bonding references:

a. Name and address of bonding company:

b. Limits of bonding capacity:

c. Average bond premium cost:

13. Attach your Statement of Financial Conditions, including the latest regular dated financial statement or balance sheet, which must contain the following items:

a. Current Assets: Cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, materials, and prepaid expenses, net fixed assets, and other assets.

- b. Current Liabilities: Accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owner, accrued salaries, accrued payroll taxes, other liabilities, and capital (stock, authorized and outstanding shares par values, and earned surplus).
- c. Date of statement or balance sheet:
- d. Name of firm preparing statement:

14. List below all previous work experience with the City of New Berlin:

15. State your method for estimating your expenses for this type of work:

16. How do you pre-qualify your subcontractors and suppliers:

17. Describe your Quality Control Program:

18. How do you normally staff your projects (job-site management organization)? What is the total number of full-time employees of your firm:

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

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and

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Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
- 3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

- 1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
- 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

- 1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the

consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 Receipt and Application of Insurance Proceeds

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 Acceptance of Bonds and Insurance; Option to Replace

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be

required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought

by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 - 6. any inspection, test, or approval by others; or
 - 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.

- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or

continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not

exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
 1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an

Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or

- involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying

documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 - 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 - 3. Contractor's repeated disregard of the authority of Engineer; or
 - 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
 - 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 - 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 - 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SPECIAL PROVISIONS
CONTRACT RD-24-01
2024 ROADWAY REHABILITATION

I. Specifications

All work is to conform to the City of New Berlin Infrastructure Standards, adopted July 18, 2016, except as amended below. The City of New Berlin Infrastructure Standards is available on the City website at: <http://www.newberlin.org/index.aspx?nid=773> This Contract also references WisDOT Standard Specifications, current edition. In the case of discrepancies between the City of New Berlin Infrastructure Standards and with WisDOT Standard Specifications, the City of New Berlin Infrastructure Standards shall govern.

The City will obtain a permit from the Wisconsin Department of Natural Resources for the culvert replacement on Lincoln Avenue. The Contractor shall follow all terms and conditions of this permit.

II. Time for Start of Work and Completion

The City of New Berlin is requesting that the work start no later than **May 28, 2024** and be completed by **October 18, 2024**. After October 18, 2024, a fee of \$250.00 per calendar day will be charged to the Contractor for inspection services. The anticipated Contract Award date and Notice to Proceed date for this Contract will be **April 22, 2024**. Once the Contractor begins work under this Contract, the work shall continue until complete.

III. General

The City reserves the right to accept all or part of the work as funding allows. Due to funding limitations, the City reserves the right to delete any of the work to satisfy the budget limitations. The Contractor will not receive extra compensation due to the deletion of any of the work, even if the amount deleted exceeds 15% of the original Contract amount.

The majority of the work, as indicated per these specifications and as directed by the Engineer under this Contract shall consist of resurfacing 17 roadway segments (3.6 miles) as part of the base bid, and an additional one roadway (0.4 miles) as part of Alternate A. Rehabilitation will involve milling asphaltic pavement to a specified depth, and placing a surface course, or pulverizing the existing pavement, removing surplus material, and resurfacing with hot mix asphalt. Resurfacing shall be in accordance with the City of New Berlin Infrastructure Standards and these special provisions.

The following table indicates the roadways to be rehabilitated. Beside each roadway the rehabilitation method is listed.

Base Bid				
Segment	Street Name	Section From	Section To	Treatment
1167-01	Lincoln Ave	Lincoln Ave	Springdale Rd	Pulverize & 6" Overlay
1247-03	Maple Ridge Rd	Termini	Mary Ln	3" Mill & 3" Overlay
1247-04	Maple Ridge Rd	Mary Ln	Sun Valley Dr	3" Mill & 3" Overlay
1247-10	Mary Ln	Sunburst Ln	Mary Ln	3" Mill & 3" Overlay
1247-11	Morningview Ct	Termini	Sommerset Dr	3" Mill & 3" Overlay
1247-12	Sommerset Dr	Sun Valley Dr	Cold Spring Rd	3" Mill & 3" Overlay
1247-13	Sommerset Dr	Morningview Ct	Sun Valley Dr	3" Mill & 3" Overlay
1247-15	Sunburst Ln	Sommerset Dr	Sunburst Ln	3" Mill & 3" Overlay
1247-16	Sunburst Ln	Sunburst Ln	Mary Ln	3" Mill & 3" Overlay
1247-20	Sun Valley Ct	Termini	Sun Valley Dr	3" Mill & 3" Overlay
1247-22	Sunburst Ct	Termini	Sunburst Ln	3" Mill & 3" Overlay
1274-01	Windsor Dr	Barton Rd	Oxford Dr	Pulverize & 5" Overlay
1274-06	Edinburgh Dr	Termini	St Andrews Dr	Pulverize & 5" Overlay
1274-07	Edinburgh Dr	Termini	St Andrews Dr	Pulverize & 5" Overlay
1274-13	Oxford Dr	Glengarry Rd	Termini	Pulverize & 5" Overlay
1274-17	Winston Ct	Termini	Oxford Dr	Pulverize & 5" Overlay
1275-03	Koinia Cir	Termini	Glengarry Rd	Pulverize & 5" Overlay

Alternate A				
Segment	Street Name	Section From	Section To	Treatment
1191-06	Victor Rd	Calhoun Rd	166Th St	Pulverize & 6" Overlay

Streets to be resurfaced are shown on the Project Drawings in Appendix A at the back of these Documents. Payment for increased or decreased quantities and extra work shall be governed by an agreed upon price and accompanying change order.

IV. Prequalification

Contractor and all subcontractors shall either submit an Annual Qualification Statement to the City or a project-specific Qualification Statement as part of the Bid Package. The City reserves the right to deny the services of any subcontractor.

V. Testing

The Contractor shall, at no cost to the City, provide for all materials to be pre-tested by a qualified private testing laboratory verifying that the materials are in conformance with the specifications. The City may have tests performed throughout the project to verify that the materials remain in conformance. If the materials are not in conformance, the testing costs and all subsequent testing costs until conformance is achieved shall be deducted from the

Contractor. Contractor shall submit testing documentation for all tests performed prior to the start of Work.

Incidental to HMA Paving are nuclear density tests every 500 lineal feet at each outside wheel path and at the centerline. Roadways less than 1,000 feet in length shall have a minimum of two (2) nuclear density tests at each wheel path and at the centerline. Sampling requirements from Section 460.2.8.2.1.3.1 of the State Standard Specification shall be followed.

Incidental to curb and gutter repairs are daily start-up concrete tests, and 28-day cast cylinder breaks.

VI. Cleaning

Binder course and milled surface shall be swept clean by the Contractor prior to placing the surface course. Additional sweeping due to material under this Contract tracking or spilling on adjacent streets shall be removed immediately and at the end of each work day. The cost for sweeping will be considered incidental to this Contract.

VII. Traffic Control & Safety

All streets can be closed to through traffic, but shall remain open for local access at all times. Use of flag personnel for orderly movement of traffic may be needed.

The Contractor is responsible for providing all signs, cones, barrels, barricades, flag personnel, or any other items necessary to protect the public, workers, and the work. All signage shall conform to the Wisconsin Manual on Uniform Traffic Control Devices, Current Edition. All traffic control will be paid as LUMP SUM.

VIII. Saw Cutting Pavement

Execution:

A full depth saw cut shall be made where new pavement is matching existing pavement on roadways that are pulverized & re-laid. Saw cuts shall be marked prior to the start of work by the Engineer.

Measurement & Payment:

Payment for Saw Cutting Pavement will be made at the Contract unit price per lineal foot, which payment shall be full compensation for all operations hereinbefore specified; and for all labor, tools, equipment and incidentals necessary to complete this item of work.

IX. Pulverize & Relay

Execution:

This work shall consist of pulverizing, distributing, shaping and compaction of the existing asphaltic roadway as directed by the Engineer and as hereinafter provided. Pulverize the full depth of the existing asphaltic pavement until 97% or more will pass the 2-inch sieve.

The pulverized material shall be mixed with the existing granular base material. Subgrade material shall not be permitted in the base/surface mixture. Material larger than 3" shall be removed.

The pulverized material shall be redistributed, graded, and shaped to conform to the typical roadway cross-section as found in the Project Drawings. The intent of the Pulverize & Relay item is to approximately match the existing outer base course elevations. The crown of these roadways shall be graded to 3% in order to use as much pulverized material as possible in the base course. However, excess material shall be removed from the site to maintain the existing outer base course elevations. Removal of excess pulverized material will be paid for separately under the Common Excavation bid item. The pulverized material shall then be finish graded and compacted in accordance with Section 305 of the WisDOT State Standard Specifications.

Measurement & Payment:

Pulverized & Relay shall be measured and paid for at the Contract unit price per square yard. Payment shall be full compensation for all operations hereinbefore specified; and for all labor, tools, equipment and incidentals necessary to complete this item of work. Payment under this item also includes any necessary construction staking required to complete this item of work.

All surplus and unsuitable materials shall be disposed of in accordance with Subsection 205.3.11 of the WisDOT State Standard Specifications.

X. Common Excavation

Execution:

Excess pulverized material is to be removed from the site. It is estimated that approximately 4-inches of pulverized material will be required to be removed to meet the typical section. This item shall include all roadway, site grading and drainage excavation necessary to complete this project, including removing existing pavement as specified herein and as shown on the plans. The contractor shall remove all topsoil from within the proposed roadway or as shown on the Project Drawings. Remove all topsoil within 1:1 slopes extending downward and out from the proposed edges of the base or subbase material. All excavation and grading work shall comply with the provisions of Sections 205, 207, 211, and 213 of the WisDOT State Standard Specifications.

Finished base course elevations shall be accepted by the Engineer and the Owner prior to paving.

Measurement & Payment:

Common Excavation will be measured and paid for at the Contract unit price per cubic yard. Payment shall be full compensation for all operations hereinbefore specified; and for all labor, tools, equipment and incidentals necessary to complete this item of work. This item specifically does not include excavation for Base Repair. Excavation for Base Repair will be paid separately as part of the Base Repair bid item.

XI. Removing Asphaltic Pavement by Milling

Execution:

Milling operations shall be from the outside edge to the center of the pavement in a minimum of two passes. The milling machine shall be set to mill the specified depth at the flange line or outside edge of pavement at a minimum 2% crown toward the centerline of the roadway. A 3% crown is desirable, however 2% is acceptable to provide for milling of the centerline where the existing crown is less than 2%. Roadways milled at 2% crown shall be consistent through the length of the roadway, and not have a varying crown. Coordination is required so that the milled areas are not left inactive for more than 3 days.

Measurement & Payment:

The milled roadway shall be measured and paid for at the Contract unit cost per square yard, as shown in the Project Drawings as part of Appendix A. Payment shall be full compensation for all operations hereinbefore specified; and for all labor, tools, equipment and incidentals necessary to complete this item of work.

XII. Butt Joints

Execution:

Where new pavement is matching existing pavement at roadway intersections, a butt joint shall be constructed. Driveways in rural cross sections shall include a butt joint on to the road side edge of the culvert pipe or a point identified by the inspector. The Contractor shall not track asphaltic material or tack coat onto existing concrete driveways. Damage identified by the Engineer shall be repaired by the Contractor to the satisfaction of the property owner at no cost to the City.

Measurement and Payment:

Payment for Butt Joints will be made at the Contract unit price per lineal foot, which price shall be full compensation for all operations specified, and for all materials, labor, tools, equipment, and incidentals necessary to complete this item of work. Payment will be made on driveway butt joints that require additional milling following the general milling operations. Driveway butt joints that are created during the general milling will not be paid separately.

XIII. Base Repair

Materials:

The backfill material used shall conform to Section 305.2.2.1 of the State Standard Specifications for 1 ¼" Crushed Limestone. Recycled concrete is not acceptable as a backfill material.

Execution:

The milled or pulverized surface shall be proof rolled with a fully loaded quad-axle truck

prior to the placement of any asphaltic pavement. Proof rolling shall be scheduled with the City's Engineer. If the proof roll indicates the presence of poor subgrade, the area of poor subgrade shall be marked by the inspector, and excavated 1-foot deep as measured from the milled surface. Excavations in excess of 1-foot shall be approved by the inspector.

The backfill material shall then be placed, graded, and compacted using a pneumatic roller in lifts no greater than 6-inches. The finished grade of the aggregate shall be 3-inches below the milled surface in milled areas.

Where base repair areas exist in front of driveways, the Contractor shall notify the property owner prior to starting the work. At the end of each work day, all base repair areas in front of driveways shall be accessible by the property owner.

Measurement & Payment:

Areas of Base Repair shall be measured by the cubic yard of roadway base removed. This item includes the excavation and removal of pavement and unsuitable subgrade, backfill materials, placement, grading and compaction. This item does not include the asphalt binder used to patch the removed area, which shall be paid separately. The repaired base shall be paid for at the Contract unit cost per cubic yard, which payment shall be full compensation for all operations hereinbefore specified; and for all labor, tools, equipment and incidentals necessary to complete this item of work. Increased compensation will not be provided if measured base repair quantities are less than the estimated quantity.

XIV. Asphalt Binder, Base Patch

Materials:

The asphalt pavement used in the base repair patch areas shall be 3 LT 58-28 S hot mix asphalt in conformance with Sections 450, 455, and 460 of the latest edition of the WisDOT Standard Specifications. Inclusive is the regression of air voids from 4.0% to 3.0% with asphalt cement.

Omitted from the specifications will be Ride Quality requirements and testing (Section 440), nuclear density testing (Section 460.3.3), safety edge (Section 450.3.2.11), and disincentive and incentive for HMA pavement density (Section 460.5.2.2 and 460.5.2.3).

Execution:

This item is only intended to be used in mill and overlay resurfacing areas. Following the excavation and placement of base repair aggregate, the repaired areas shall be patched with 3-inch average thickness hot mix asphalt meeting the material specifications above.

Measurement & Payment:

Base repair binder is divided into two pay items.

Pay item "Asphalt Binder, Base Patch (<8-feet width), 3 LT 58-28 S" is to be used in patches that are less than 8-feet in width. This item is intended to provide a pay item for

decreased productivity in narrow patches.

Pay Item "Asphalt Binder, Base Patch (≥ 8 -feet width), 3 LT 58-28 S" is to be used in patches that are equal to or greater than 8-feet in width. This item is intended to provide a pay item for increased productivity in wide patches that would enable the use of a paving machine.

Areas base repair binder will be measured by the square yard of asphalt binder acceptably placed, as measured by the Engineer. The base repair binder shall be paid for at the Contract unit cost per square yard, which payment shall be full compensation for all operations hereinbefore specified; and for all labor, tools, equipment and incidentals necessary to complete this item of work. It is estimated that approximately one-half of the patch areas are less than 8-feet in width, however, increased compensation will not be provided if this distribution is not witnessed in the field.

XV. Asphalt Surface, Asphalt Binder, and Tack Coat

Materials:

The asphalt surface and binder courses shall be in conformance with Sections 450, 455, and 460 of the latest edition of the WisDOT Standard Specifications. Inclusive is the regression of air voids from 4.0% to 3.0% with asphalt cement.

Lincoln Avenue and Victor Road (Alt A)

2-Inch Asphalt Surface Course shall be 4 MT 58-28 H hot mix asphalt.

4-Inch Asphalt Binder Course shall be 3 MT 58-28 H hot mix asphalt.

All Other Roadways Under this Contract

1-Inch Asphalt Leveling Course shall be 5 LT 58-28 S hot mix asphalt.

2-Inch Asphalt Surface Course shall be 4 LT 58-28 S hot mix asphalt.

3-Inch Asphalt Binder Course shall be 3 LT 58-28 S hot mix asphalt.

Omitted from the specifications will be Ride Quality requirements and testing (Section 440), and safety edge (Section 450.3.2.11).

Execution:

Following the milling and base repair, or binder paving operations, the milled surface or binder course shall be tacked at the rate of 0.05 gallons per square yard with an allowable variation of ± 0.02 gallons per square yard prior to surfacing, unless otherwise directed by the Engineer. Similarly, if applicable, the asphalt binder course shall be tacked at the rate of 0.05 gallons per square yard with an allowable variation of ± 0.02 gallons per square yard prior to surfacing, unless otherwise directed by the Engineer.

Daily application of the tack coat shall be limited to approximately that area of surface that can reasonably be expected to be paved during the same day. The Contractor shall provide proper traffic control signage to alert motorists of where the tack coat is present.

The existing approaches to mailboxes shall be paved. Preparation work shall be incidental as directed by the Engineer.

The bituminous concrete pavement to be placed on the roadways shall conform to the City of New Berlin Infrastructure Standards 5.2.6.

Where feasible the asphalt shall be placed to achieve a minimum final centerline crown of 3% on all roadways being rehabilitated. The centerline surface course compacted thickness shall not exceed 2.5-inches on average.

Compaction shall be in accordance with Section 450.3.2.6 of the WisDOT State Standard Specifications.

The thickness shown is not minimum, but an average thickness to obtain the required crown. This takes into account the unevenness of the existing surface. The minimum thickness to be applied in any area shall not be less than those specified in Section 460.3.2 of the State Standard Specifications.

The Contractor shall submit, for the Engineer's verification, an asphaltic mix design meeting all necessary criteria. The asphaltic mix design shall consist of aggregate gradation, aggregate blend percentages, Job Mix Formula (JMF), recommended asphalt content, recommended plant mix temperature range and shall be signed by a professional engineer.

Reclaimed asphalt pavement requirements shall conform to Section 460.2.5 of the Wisconsin State Standard Specifications.

Measurement & Payment:

The Engineer shall be provided with daily tack tickets. These tickets for each day's work shall be provided to the Engineer no later than the following day. Payment for Tack Coat will be made at the Contract unit price per gallon acceptably applied per these specifications. Payment shall be full compensation for all operations specified, and for all materials, labor, tools, equipment and incidentals necessary to complete this item of work.

The Engineer shall be provided with proper trip tickets for each load of asphalt material delivered and placed, noting time, truck number, origin, destination, gross, net and tare weights, and type of material. These tickets for each day's work shall be provided to the Engineer no later than the following day. The City will measure hot mix asphalt surface and binder at the Contract unit price per ton of material acceptably placed per these specifications. Payment shall be full compensation for all operations specified, and for all materials, labor, tools, equipment, and incidentals necessary to complete this item of work.

XVI. Shouldering, Crushed Limestone, ¾" Dense

Materials:

This work shall consist of constructing or restoring crushed aggregate shoulders adjacent to pavement. The shoulder material shall consist of crushed limestone having the properties in accordance with Section 305.2.2.1 of the WisDOT State Standard Specifications for ¾" Crushed Aggregate.

Execution:

This item is intended only to be used on Lincoln Avenue and Victor Road (Alt A). The shoulder material shall be placed and graded from the edge of the new pavement to the existing granular shoulder limits. A pneumatic or vibratory roller shall be used to compact the material, including the foreslope. A walk-behind or other approved compaction device may be used to achieve sufficient compaction on the foreslope as determined by the Engineer. Excess material beyond existing shoulder limits shall be removed and restored.

This project contains variable width shoulders throughout. The width of shoulder will typically be 2-3 feet.

Gravel driveways adjacent to the project limits shall be blended using this material to achieve a smooth transition to the new pavement.

The shouldering method shall be discussed with the Engineer and City Staff prior to the start of shouldering work.

Measurement and Payment:

Material haul tickets shall be provided to the Engineer by the end of each working day. Payment for shouldering will be made at the Contract unit price per ton, which price shall be full compensation for all operations specified, and for all materials, labor, tools, equipment, and incidentals necessary to complete this item of work.

XVII. Shouldering, Reclaimed Asphalt Pavement, ¾" Dense

Materials:

This work shall consist of constructing or restoring crushed aggregate shoulders adjacent to pavement. The shoulder material shall consist of reclaimed asphalt pavement having the properties in accordance with Section 305.2.2.1 of the WisDOT State Standard Specifications for ¾" Crushed Aggregate.

Execution:

The shoulder material shall be placed, graded, and compacted within the void created during the milling process, and slope to the existing shoulder limits where the existing shoulder is granular. A pneumatic or vibratory roller shall be used to compact the material, including the foreslope. A walk-behind or other approved compaction device may be used to achieve sufficient compaction on the foreslope as determined by the Engineer. Excess material beyond existing shoulder limits shall be removed and restored.

This project contains variable width shoulders throughout. The width of shoulder will typically be 6-inches to 1-foot.

Gravel driveways adjacent the project limits shall be blended using this material to achieve a smooth transition to the new pavement.

The shouldering method shall be discussed with the Engineer and City Staff prior to the

start of shouldering work.

Measurement and Payment:

Material haul tickets shall be provided to the Engineer by the end of each working day. Payment for shouldering will be made at the Contract unit price per ton, which price shall be full compensation for all operations specified, and for all materials, labor, tools, equipment, and incidentals necessary to complete this item of work.

XVIII. Shoulder Restoration, Topsoil, Fertilizer, Seed, Matting, Watering

Materials:

Topsoil used for shoulder restoration shall be imported, humus-bearing, and loam type. Topsoil shall be mechanically screened of roots, sticks, branches, and stones larger than ½" diameter. Seed shall be WisDOT seed mixture No. 40. Fertilizer shall be granular or liquid marked with content analysis, shall have a nitrogen-phosphorous-potassium ratio of 1-2-1, and shall have at least 50 percent of nitrogen content in organic, slow-release form. Erosion mat shall be Non-channel erosion mat Class I, Urban Type B, or approved alternate.

Execution:

This bid item is intended to only be used when the existing shoulder abutting the roadway is below finished grade and is composed of sod, and as directed by the Engineer. Recycled asphalt will be placed directly adjacent to the new asphalt pavement for a width of approximately 6-inches. Following aggregate shoulder placement, topsoil shall be spread and graded at an average width of 2-feet along the aggregate shoulder to blend into existing sod on the ditch foreslope. Seed shall be spread at 4-5 pounds per 1000 square feet, and fertilized. Mulching with erosion mats cut into 2-3 foot widths and stapled onto the restored area. The restored area shall be watered initially with 1 ½ inches of water using a 1000 gallon capacity water truck with hoses, nozzles, or arms capable of watering the restored areas while driving in the center of the road, as to not damage the new pavement edge.

Continued watering is to be included in this bid item. On days 2-14 (or until complete germination, whichever comes last), following the seeding, the restored areas shall be watered ½ inch every other day. Natural rain events may substitute for watering, but perform additional watering on rain event days to achieve specified water amounts.

Measurement and Payment:

Payment for Shoulder Restoration will be made at the Contract unit price per lineal foot of shoulder acceptably restored, which shall be full compensation for all operations specified, and for all materials, labor, tools, equipment and incidentals necessary to complete this item of work. This item is not to include aggregate shoulder placement, which will be paid separately under the Shouldering, Asphalt Millings bid item.

XIX. Valve Box Adjustments

Materials:

Valve box adjustments shall be made with screw-in type risers conforming to Section 2.1.5 of the City of New Berlin Infrastructure Standards. Slip-in type risers will be accepted where pre-approved by the Engineer.

Execution:

Prior to this project, all valves have been inspected by the City Utility Department and repaired to their satisfaction. The Contractor shall inspect valves within the project limits to determine the extent of any deficiencies in the valve box structure and any work associated with repairing these deficiencies. The Contractor shall notify the Engineer who shall determine if any repairs are beyond the scope of the Contract.

Valve boxes shall be set below the finished grade of the pavement. In no case shall the grade of the valve box be more than one half (1/2) inch lower than the grade of the finished surface or higher than one quarter (1/4) inch below the finished surface grade.

The Contractor shall clean all adjusted valve boxes of foreign debris as a result of the adjustment or paving operation. The Engineer shall verify the cleanliness of the adjusted valve boxes. If, prior to adjusting the valve boxes, they are found to have foreign debris such as soil or aggregates not caused by work in this Contract, the Engineer shall be notified by the Contractor who will notify the Utility Department.

All water facilities will be inspected by the Utility following the work to ensure proper construction. Deficiencies will be provided in a list to the Engineer for the Contractor to address. After addressing these issues the Utility will perform a follow up inspection. Further deficiencies not addressed will be provided in a list, and subsequent inspections by the Utility will be billed at a rate of \$125.00 per hour to the Contractor until the adjustments are satisfactorily completed.

New pavement removed as a result of unacceptable utility adjustments shall be replaced and crack sealed at no additional cost to the City.

Measurement and Payment:

The City will measure Valve Box Adjustments as each individual valve box acceptably adjusted. Payment for Valve Box Adjustments is full compensation for providing all required materials designated for adjusting; and for removing, reinstalling and adjusting the valve boxes. The Contractor shall replace all valve boxes that are unusable due to the Contractor's operations, at no expense to the City.

XX. Storm Sewer, Reinforced Concrete Pipe

Materials:

All reinforced concrete pipe shall be constructed per SWS, Section 8.6.0 or as approved by City Engineer. All reinforced concrete pipe shall be of the class and size as according to the bid item name.

- Reinforced concrete pipe – ASTM C76

- Horizontal Elliptical Reinforced Concrete Pipe – ASTM C507
- Joints for concrete storm sewer pipe shall have rubber gaskets conforming to SWS, Section 8.41.2

Execution:

Storm sewer shall be manufactured and installed in accordance with the requirements of the WisDOT State Standard Specifications. Reinforced concrete pipe shall be installed using Class “B” Bedding. Place bedding material to the springline of the pipe and compact prior to placing cover material. Compaction of bedding material at the level of the pipe springline shall include working bedding material under the haunches of the pipe using shovels or other suitable methods. The contractor shall take care to completely work bedding material under the haunches of the pipe to provide adequate side support. Place and compact cover material in one or more lifts after compacting bedding material.

Measurement and Payment:

Reinforced Concrete Pipe shall be measured and paid at the contract unit price per linear foot acceptable completed, which price shall be full compensation for all operations specified, and for all materials, labor, tools, equipment, and incidentals necessary to complete this item of work.

XXI. Riprap, Medium

Materials:

Riprap shall comply with Subsection 606.2 of the WisDOT State Standard Specifications, except that concrete slabs may not be substituted for stone. Riprap dimensions shall be as specified in subsection 606.2(2) and will be to the approximate sizes and thicknesses listed below.

Type	Stone Sizes (in)	Thickness (in)
Medium Riprap	5 to 20	18

Execution:

May be placed by mechanical means, not dumping, that produces work within reasonable tolerances. Fill voids with smaller pieces. Riprap shall be placed on a layer of geotextile fabric, which is considered incidental to this item. Place the fabric in accordance with Subsections 645.3.6 and 645.3.7 of the WisDOT State Standard Specifications.

Measurement and Payment:

Riprap, Medium will be measured and paid for at the contract unit price per ton acceptable completed, which price shall be full compensation for all operations specified, and for all materials, labor, tools, equipment and incidentals necessary to complete this item of work.

XXII. Remove & Replace Concrete Curb & Gutter

Materials:

Curb & gutter repairs shall be made in accordance with the City of New Berlin Infrastructure Standards. Concrete shall be air entrained, Grade A, conforming to WisDOT Standard Specification Section 501. Where connection is made to existing curb, two (2) #4 epoxy coated dowel bars are required.

The concrete surface shall be sealed, directly after finishing operations, by spraying a uniform coating of white curing material meeting the requirements of WisDOT Standard Specification Section 415.2.4.

Execution:

Sections of curb and gutter to be removed and replaced shall be identified and field marked by the City prior to construction. Lengths of curb and gutter shall be no shorter than 4-feet. Where curb and gutter repairs exist in front of driveway openings, the property owner shall be made aware of the work at least one day in advance.

Curb and gutter shall be saw cut and removed as to not damage any existing City infrastructure. Damage to City infrastructure, including curb inlets, that had been identified prior to construction in good condition shall be repaired or replaced at the sole expense of the Contractor.

Driveways damaged adjacent to curb and gutter repairs shall be repaired at the sole expense of the Contractor. The Contractor shall notify the Engineer, prior to the work, of any adjacent driveways that will not withstand the curb and gutter repair operations.

Curb and gutter repair locations shall cure a minimum of four days prior to backfilling. During the cure time, appropriate traffic control shall be in place. After the cure time, curbs shall be backfilled with topsoil, seed mixture number 40, and mulch. The asphalt pavement shall be patched with full depth hot mix asphalt. This restoration is considered incidental to this bid item.

Measurement and Payment:

Payment for Remove & Replace Concrete Curb & Gutter will be made at the Contract unit price per lineal foot of curb & gutter removed and replaced, which price shall be full compensation for all operations specified, and for all materials, labor, tools, equipment, and incidentals necessary to complete this item of work.

XXIII. Pavement Marking

Materials:

Use materials conforming to Section 646.2.4 of the WisDOT State Standard Specifications for epoxy pavement marking with glass beads conforming to Section 646.2.3 of the WisDOT State Standard Specifications.

Execution:

Apply pavement marking at the location, color, and size as shown in the Project Drawings in conformance with Section 646.3 of the WisDOT State Standard Specifications.

Measurement & Payment:

Payment for pavement marking items will be paid at their respective Contract unit price. Payment shall be full compensation for all operations specified, and for all materials, labor, tools, equipment, and incidentals necessary to complete this item of work.

XXIV. Remove and Reset Mailboxes & Temporary Mailboxes

Execution:

The Contractor shall remove and salvage existing mailboxes as shown in the project drawings. The Contractor shall provide temporary mailboxes during construction and shall reinstall the salvaged mailboxes after construction is complete. Contractor shall safely deliver the mailbox and post to the property owner for storage during construction.

The Contractor shall install all mailboxes, both temporary and permanent, to meet U.S. Postal Service requirements. The contractor shall contact the Postmaster regarding any disturbance to mail drop off boxes within the project limits and obtain approval of any temporary mailbox locations. Approval and set-up of any temporary collection system shall be completed before the removal of any mailbox to ensure mail delivery is not interrupted.

Measurement & Payment:

Remove and Replace Mailboxes will be measured and paid for at the contract unit price per each acceptable completed, which price will be full compensation for all operations specified, and for all materials, including all hardware, posts, removal and disposal; for all labor, tools, equipment, and incidentals necessary to complete this item of work.

**CITY OF NEW BERLIN
RD-24-01**

2024 ROADWAY REHABILITATION

PROPOSAL

To the City of New Berlin
New Berlin, WI 53151

Having become familiar with the local conditions affecting the cost of the work and with the Contract Documents, including Advertisement for Bids, Form of Bonds, etc., Plans, Specifications, any Addenda and Exhibits issued and attached to the Contract Documents on file in the Office of the City Engineer of New Berlin, Wisconsin, the undersigned hereby proposes to perform everything required to be performed and to provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for and the work described in the following Bidding Schedule, all in accordance with the Plans and Specifications for the sum set forth in the following Bidding Schedule:

Base Bid					
Bid Item	Description	Unit Cost	Unit	Quantity	Cost
1	Tack Coat		GAL	3,749	
2	Butt Joints		LF	293	
3	Saw Cutting Pavement		LF	2,842	
4	Common Excavation		CY	4,419	
5	Pulverize & Relay		SY	34,616	
6	Remove Asphaltic Pavement by Milling, 3-Inch		SY	20,203	
7	Base Repair		CY	3,755	
8	Manhole Adjustment, Cast Iron Paving Rings		EACH	39	
9	Water Valve or Water Box Adjustment		EACH	7	
10	Riprap, Medium		TON	5	
11	Storm Sewer, HERCP, Class IV, 58"x91"		LF	32	
12	Storm Sewer, RCP, Class IV, 60"		LF	32	
13	Storm Sewer, Apron Endwall, HERCP, Class IV, 58"x91"		EACH	2	
14	Storm Sewer, Apron Endwall, Class IV, 60"		EACH	2	
15	Remove & Replace Concrete Curb & Gutter		LF	1,211	
16	Asphalt Leveling, 5 LT 58-28 S, 1-Inch		TON	1,278	
17	Asphalt Surface, 4 LT 58-28 S, 2-Inch		TON	4,162	
18	Asphalt Surface, 4 MT 58-28 H, 2-Inch		TON	2,457	
19	Asphalt Binder, 3 LT 58-28 S, 3-Inch		TON	2,708	
20	Asphalt Binder, 3 MT 58-28 H, 4-Inch		TON	5,148	
21	Asphalt Binder, Base Patch (<8-Foot Width), 3 LT 58-28 S, 3-Inch		SY	1,212	
22	Asphalt Binder, Base Patch (>=8-Foot Width), 3 LT 58-28 S, 3-Inch		SY	1,212	
23	Remove and Reset Mailbox		EACH	1	
24	Temporary Mailboxes		EACH	31	
25	Shouldering, Reclaimed Asphalt Pavement, 3/4" Dense		TON	245	
26	Shouldering, Crushed Limestone, 3/4" Dense		TON	560	
27	Shoulder Restoration, Topsoil, Fertilizer, Seed, Matting, Watering		LF	17,837	
28	Pavement Marking, Epoxy, 4-Inch Solid, White		LF	15,676	
29	Pavement Marking, Epoxy, 4-Inch Solid, Yellow		LF	14,846	
30	Pavement Marking, Epoxy, 4-Inch, Skip Dash, Yellow		LF	1,021	
31	Pavement Marking, Epoxy, 18-Inch, Stop Bar, White		LF	82	
32	Traffic Control		LUMP SUM	1	
				Total Cost	

Write Out Total: _____

Alternate A					
Bid Item	Description	Unit Cost	Unit	Quantity	Cost
1	Tack Coat		GAL	284	
2	Saw Cutting Pavement		LF	618	
3	Common Excavation		CY	794	
4	Pulverize & Relay		SY	5,672	
5	Base Repair		CY	624	
6	Manhole Adjustment, Cast Iron Paving Rings		EACH	6	
7	Water Valve or Water Box Adjustment		EACH	7	
8	Asphalt Surface, 4 MT 58-28 H, 2-Inch		TON	685	
9	Asphalt Binder, 3 MT 58-28 H, 4-Inch		TON	1,435	
10	Shouldering, Crushed Limestone, 3/4" Dense		TON	117	
11	Pavement Marking, Epoxy, 18-Inch, Stop Bar, White		LF	23	
12	Traffic Control		LUMP SUM	1	
				Total Cost	

Write Out Total:

Accompanying this Proposal is a (Certified Check) (Bid Bond) (Bank Draft) in the amount of Five Percent (5%) of amount bid payable to the City of New Berlin, Wisconsin, which (protects) it is agreed will be forfeited to said City of New Berlin if the Undersigned failed to execute the Contract in conformity with the Form of Contract incorporated in the Contract Document, and furnish bond as specified within ten days from the notifications of the award of the Contract to the undersigned.

In submitting this Proposal, it is understood and agreed by the undersigned that the right is reserved by the Owner to reject any or all proposals. It is further understood and agreed that this Proposal may not be withdrawn for a period of (60) sixty days from the opening thereof.

If awarded a Contract under this Proposal the undersigned agrees to start work within ten (10) calendar days after the receipt from the Owner of a formal Notice to Proceed. The undersigned further agrees to commence work at the site on a date to be specified in a written order from the Owner, which date will not be prior to that established by the calendar days stated above, except by mutual agreement between the undersigned and the Owner, and agrees to fully complete all work covered by October 18, 2024. The undersigned understands and agrees that the Owner reserves the right to defer issuance of a written order to commence work for a period not to exceed thirty (30) days after the date herein established by the undersigned as a proposed starting date.

The Contractor hereby declares that he has read each and every stipulation within the "Specifications" including all Codes referred to, and that he fully understands them and that he hereby agrees to faithfully comply therewith.

It is agreed that if the Contractor is permitted to finish the work after the time stated in this Proposal, the City of New Berlin may deduct from any money due the Contractor a sum of 250.00 dollars for every calendar day beyond the above specified time which shall elapse before the work is satisfactorily completed unless a written extension is approved by the City Engineer.

DATE

FIRM NAME

BY: _____

TITLE

BY: _____

TITLE

OFFICIAL ADDRESS

NOTE: Bidders should not add any conditions or qualifying statements to this bid as otherwise the bid may be declared irregular as being not responsive to the Advertisement for Bids.

**CONTRACT
RD-24-01**

This Contract made this _____ day of _____, 2024, by and between _____, herein called the "Contractor", and the City of New Berlin, a municipal corporation, located in Waukesha County, Wisconsin, herein called the "Owner".

WITNESSETH: That the Contractor and the Owner for the consideration stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish all the labor, materials, equipment, necessary tools, expendable equipment, insurance provided by the specifications, contributions to social security and all utility and transportation service required to perform and complete in a workmanlike manner the projects as defined in these Contract documents, all in strict accordance with the specifications and in strict compliance with the Contractor's proposal and other Contract documents, herein mentioned as component parts of this Contract. The Contractor shall do everything required by this Contract and other documents constituting a part thereof and in the manner specified therein.

The anticipated Contract Award date and Notice to Proceed date for this Contract will be **April 22, 2024**. The City of New Berlin is requesting that the work start no later than **May 28, 2024** and be completed by **October 18, 2024**.

ARTICLE II. CONTRACT PRICE

Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the approved not to exceed Contract price of:

_____.

The above total shall be the basis for establishing the amount of the performance bond and is not to be construed to be a lump sum contract price. The foregoing quantities of the unit price items are approximately only and it is understood and agreed that payment will be made only on the actual quantities of work completed in place, measured on the basis defined in the Contract documents and at the unit prices stated above.

PAYMENT

The Contractor shall review pay quantities with the Engineer on a minimum bi-weekly basis. No more than two weeks shall pass between when the work has taken place and the quantity verification between the Engineer and Contractor. If more than two weeks pass, the quantities as measured by the inspector and confirmed by the Engineer shall be conclusive.

The Owner will retain 5% of the estimate of the value of the Work or Contract until 50% of the

Work is completed. If the Work has been 50 percent 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 prior to Substantial Completion will be in an amount equal to 100 percent of the Work completed less the aggregate of payments previously made and the retainage calculated. If the Work is certified as unsatisfactory by the Engineer, Owner will continue to retain part of the payments up to 10% of the value of the Work completed.

Owner, in case the work under this Contract is not completed within the time required, or within an extended time approved in writing by the Owner, is authorized to take charge of the work and finish it at the expense of the Contractor and his sureties and to apply the amounts retained from estimates to the completion of the work.

The final payment shall be made within 60 days after completion and acceptance of the work included in this Contract and all payments shall be due when certificates are issued for them. However, the owner may withhold payments prior to final acceptance of the work for reasons set forth in the general or special specifications.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT

This Contract consists of the following component parts, all of which are as fully a part of it as if set out verbatim herein, or, if not attached, as if the same were hereto attached.

- Advertisement for Bids
- Subcontractor List
- Bidder's Qualification Statement
- Subcontractor's Qualification Statement
- Special Provisions
- Bid Proposal
- Contract
- Bid Bond
- Project Drawings
- City of New Berlin Infrastructure Standards

The Contract Documents form a complete unit and requirements called for by one as binding as if called for by all. In case of conflict between plans and specifications, the specifications shall govern. Special provisions shall control over general conditions.

ARTICLE IV. PAYMENT FOR LABOR AND MATERIAL

Per Section 16.856 of the Wisconsin State Statutes the Prevailing Wage Rate does not apply to this project.

ARTICLE V. LIQUIDATED DAMAGES

In the event that the services to be provided by Contractor under this Contract are not completed by the date of final completion set forth herein, then, in that event Contractor shall be responsible to pay to City as liquidated damages the sum of \$250.00 per day for each day

or portion of a day that the work remains uncompleted thereafter. The parties acknowledge that the City shall have the right to offset said liquidated damages as against any sums which might otherwise be due Contractor under this Contract. The liquidated damages provided for herein shall not be in lieu of any other claims or damages which the City may otherwise be entitled to. The City shall make the final determination of whether Contractor has completed its Contract responsibilities.

ARTICLE VI. OBSTRUCTION OF STREETS

If the Contractor shall in any manner obstruct a street or sidewalk, he shall put up and maintain barriers and lights to prevent accidents, and shall be liable for all damages caused by failure to do so; and such Contractor shall further be liable for all damages caused by the negligent digging up of the streets, alleys, or public grounds or which may result from his carelessness in the execution of such work (Section 62.15 (11), Wisconsin Statutes). The Contractor shall also be bound by any further requirements of the specifications on this point.

ARTICLE VII. HOLD HARMLESS CLAUSE

And the Contractor covenants and agrees that he will indemnify and save harmless the owner and defend the same against any and all liability, claims, loss, damages, interest, actions, suits, judgements, costs, expenses, attorney's fees, and the like, to whomsoever owned or by whomsoever brought or obtained which may in any manner result from, or arise out of the performance of the work herein mentioned, expressly including the negligence of the Contractor and/or the owner (or the negligence of the agents, servants, employees, workmen or independent Contractors of either of them) in carrying out and supervising the said work in any respect whatever.

ARTICLE VIII. CONTRACT BOND

At the time that the Contract is executed, the Contractor shall furnish to the Owner a performance/labor and material payment bond in the amount of 100% of the Contract price issued by a surety company licensed to do business in this state conditioned for the faithful performance of the Contract and the payment to every person entitled thereto of all claims for labor performed and materials furnished under the Contract to be used or consumed in making the public improvement or performing the public work as provided in the Contract and as specified in the Contract all as required by Section 289.14 (1), Wisconsin Statutes.

ARTICLE IX. INSURANCE & ENDORSEMENT

Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the Contractor receiving payment under this Contract shall be the sole responsibility of the Contractor. The Contractor shall be required to carry insurance coverage of the type and with the minimum limits set forth below. The Contractor shall be solely responsible to meet Contractor insurance needs as specified below during the terms of this Contract or any extension thereof.

General Liability:

General Aggregate	\$2,000,000
Products Comp/Ops Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000
Each occurrence	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 5,000

Automobile Liability:

CSL	\$1,000,000
Bodily Injury (Per Accident)	\$1,000,000
Property Damage (Per Accident)	\$1,000,000

Umbrella Liability:

Umbrella Form - Each Occurrence	\$2,000,000
Umbrella Form - Aggregate	\$2,000,000
Self-Insured Retention	\$ 10,000

Workers' Compensation and Employers' Liability

Each Accident	\$ 500,000
Disease Policy Limit	\$1,000,000
Disease Each Employee	\$ 500,000

The Contractor shall not commence work until he has obtained all insurance required by the City of New Berlin. A Policy Endorsement shall be signed by an authorized Principal of the Insurer and provided to the City Engineer as evidence thereof naming the City as an additional insured and showing the Contractor is covered by the above required types and amount of insurance, providing for a thirty (30) day written notice to the City prior to change, termination or cancellation. Such notice provisions shall be stated in the unconditional affirmative. Phrases such as "shall endeavor to notify" are unacceptable and shall be rejected. The additional insurance must be on a primary and noncontributory basis.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three original counterparts the day and year first above written.

Contractor

Address

(SEAL)
ATTEST:

By: _____

By: _____

Title

By: _____

Mayor

(SEAL)
ATTEST:

By: _____

Clerk

Provision has been made to pay the liability that will accrue under this Contract.

Treasurer

Date: _____

Approved as to form:

By: _____ Date: _____

Attorney

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

_____ as principal, and

_____ as Surety, are hereby

held and firmly bound unto City of New Berlin as Owner in the penal sum of

_____ for the payment of which, well and truly to be made, we hereby jointly and

severally bind ourselves, successors and assigns. Signed, this _____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to City of New Berlin a

certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

2024 Roadway Rehabilitation, Contract RD-24-01, City of New Berlin.

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish bonds for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.)

Principal

Surety

By:

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 amended) and be authorized to transact business in the state where the project is located.

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):
of Business):

SURETY (Name and Address of Principal Place

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, of the Default. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract.; and
 - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or

2 Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

PAYMENT BOND

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

CONTRACTOR (Name and Address):
of Business):

SURETY (Name and Address of Principal Place

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

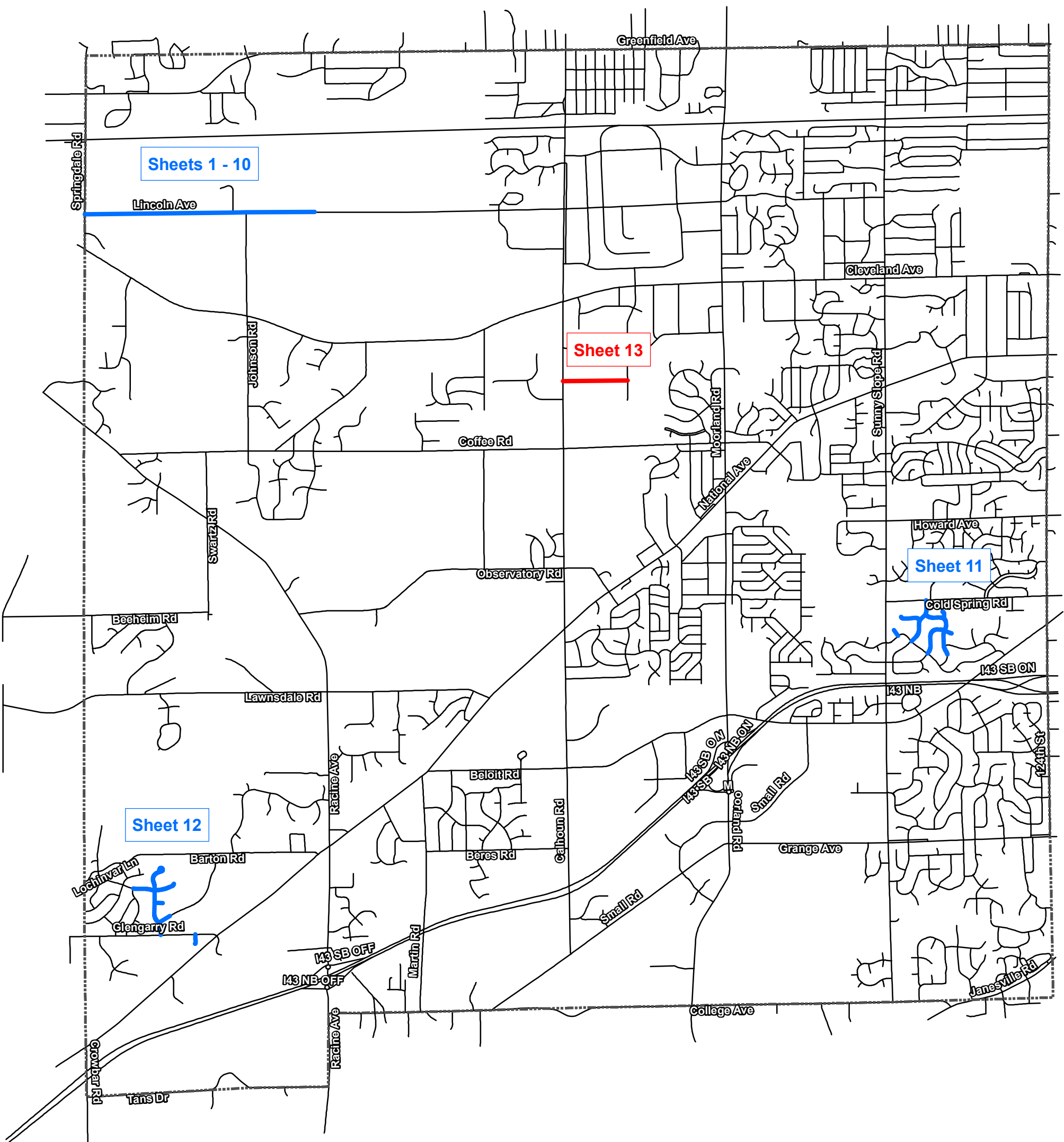
Attest: _____

Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

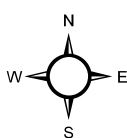
- 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.



2024 Roadway Rehabilitation Project City of New Berlin



Department of Community Development
3805 S Casper Drive, New Berlin WI 53151
(262) 797-2445
www.newberlin.org



1/15/2024

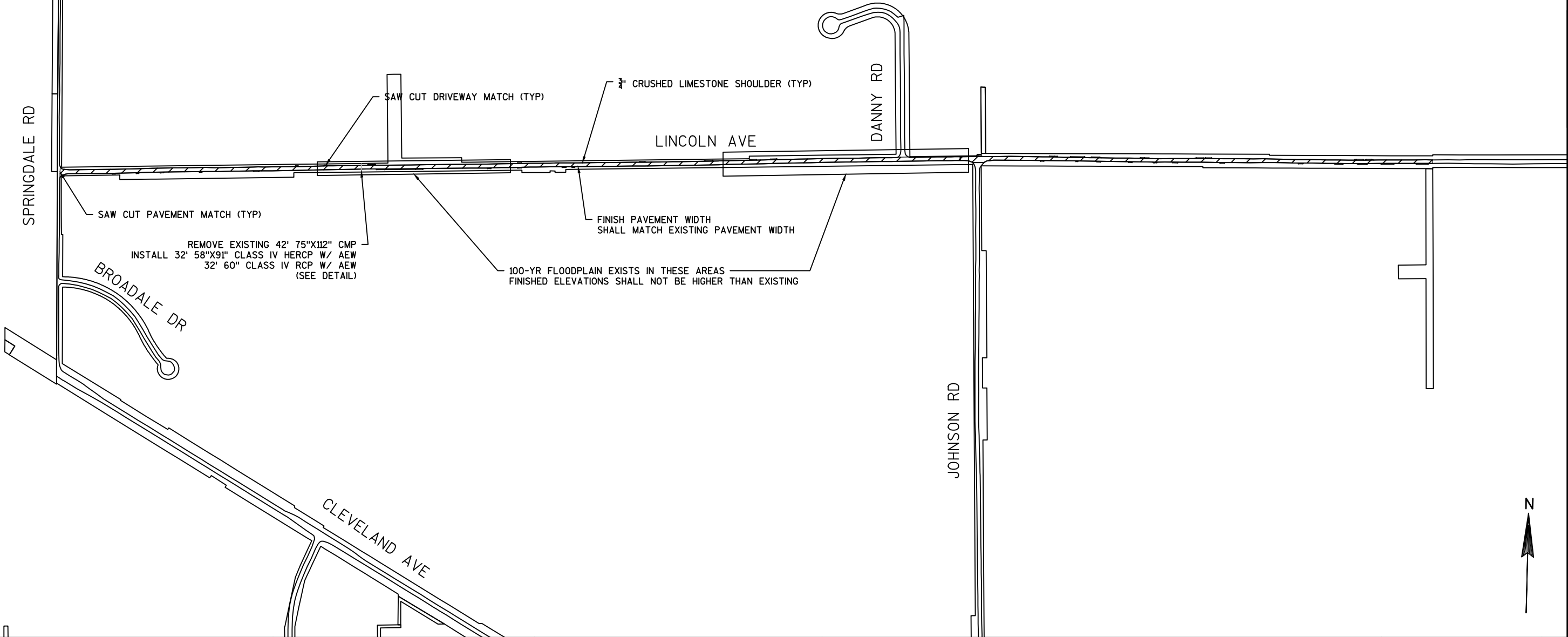
Legend

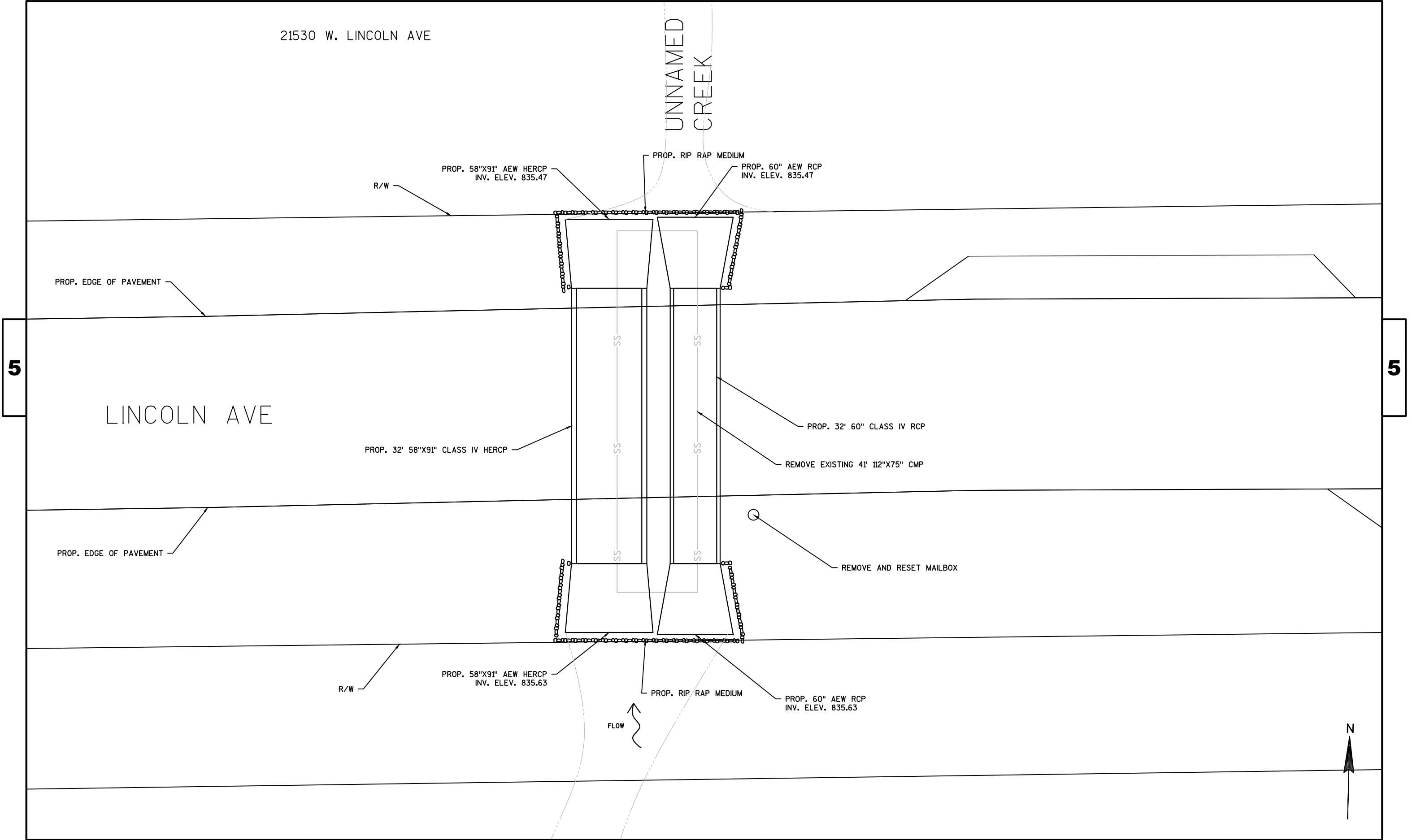
- Base Bid
- Alternate A

STREET LIST		
NAME	TREATMENT	ESTIMATED AREA (SY)
LINCOLN AVE	PULVERIZE, GRADE, & SHAPE, 6" RELAY 4" 3 MT 58-28 H, 2" 4 MT 58-28 H	20,348

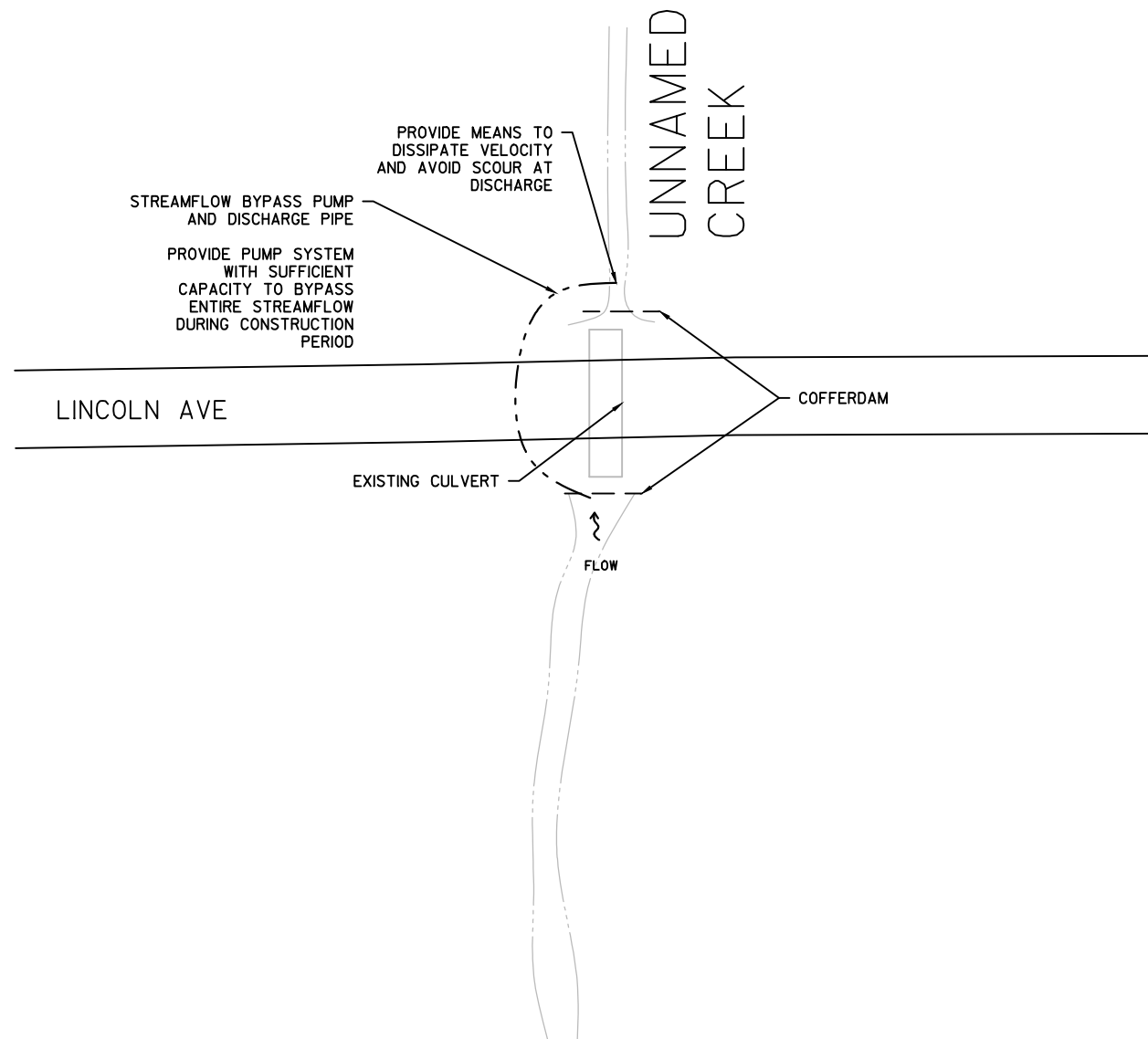
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STREAMFLOW MANAGEMENT DETAIL



INSTREAM CONSTRUCTION NOTES:

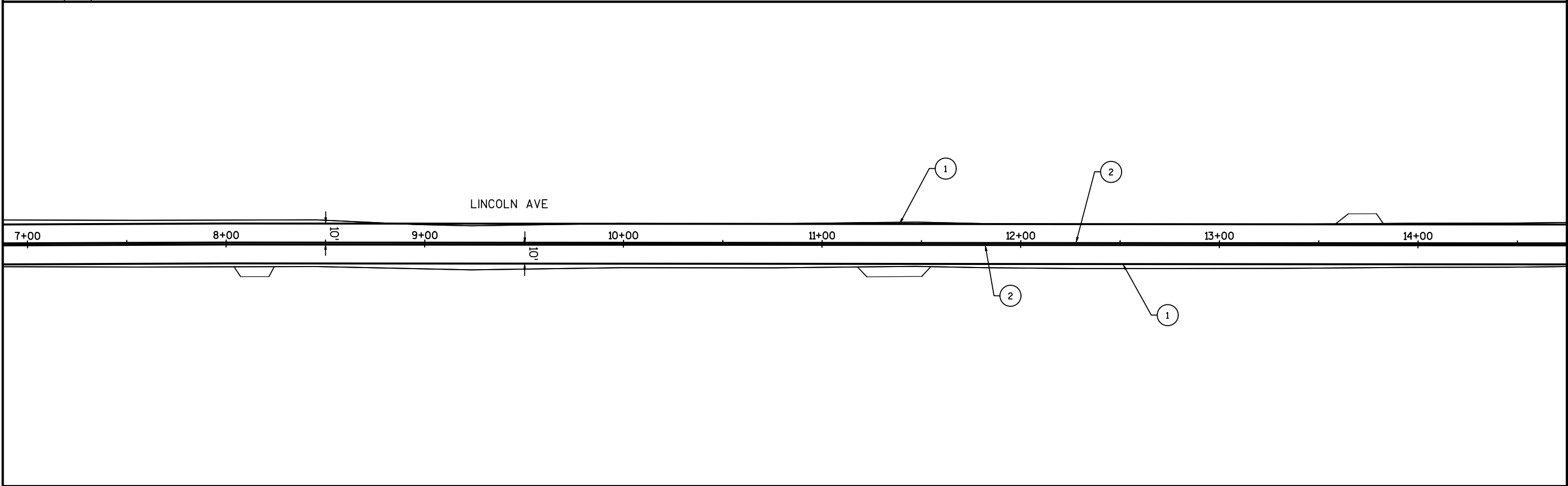
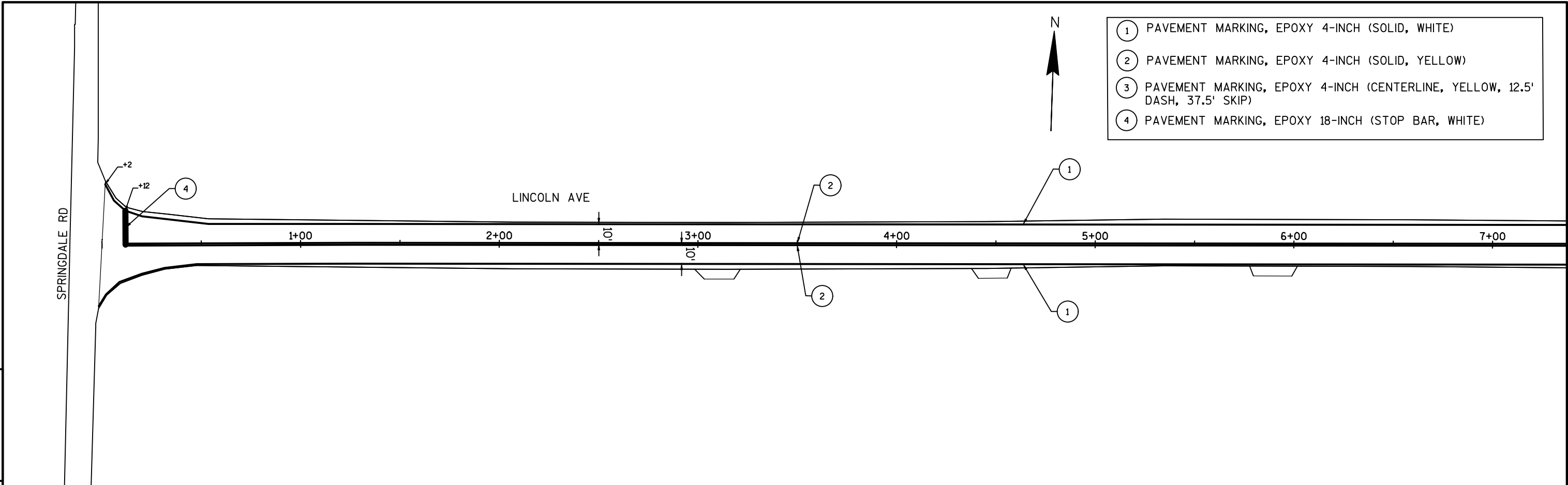
1. THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED BY THE CONTRACTOR AND APPROVED BY THE CITY AND WDNR PRIOR TO CONSTRUCTION:
 - 1.1. COFFERDAM DESIGN AND STREAM DIVERSION PLAN THAT ADDRESSES COFFERDAM CONSTRUCTION METHODS, STABILITY OF THE COFFERDAM, PUMPING CAPACITY AND CONFIGURATION, AND PROCEDURES TO BE FOLLOWED IF A STORM EVENT CAUSES STREAM WATER LEVELS TO RISE.
 - 1.2. FINAL EROSION CONTROL PLAN INCLUDING SEQUENCE AND DEWATERING PLAN.
 - 1.3. PLACEMENT OF THE CULVERTS SHALL BE DONE IN DRY CONDITIONS. DRY CONDITIONS IS DEFINED AS LESS THAN $\frac{1}{4}$ " OF PRECIPITATION WITHIN EACH OF THE PAST 3 DAYS.
 - 1.4. ANY EQUIPMENT USED IN A WATERWAY WITHIN THE PAST 30 DAYS SHALL BE CLEANED PRIOR TO WORK WITHIN THIS PROJECT.
2. SUGGESTED CONSTRUCTION SEQUENCE:
 - 2.1. INSTALL COFFERDAMS TO ISOLATE WORK AREA.
 - 2.2. PROVIDE AND OPERATE PUMP SYSTEM WITH SUFFICIENT CAPACITY TO BYPASS STREAM FLOW AROUND ENTIRE WORK AREA. PROVIDE BACK-UP PUMPS AS NEEDED FOR REDUNDANCY.
 - 2.3. REMOVE EXISTING CULVERT AND EXCAVATE FOR NEW CULVERTS.
 - 2.4. INSTALL CULVERTS AND BACKFILL.
 - 2.5. PLACE RIPRAP, FINISH GRADING BANKS, AND RESTORE STREAM BANKS WITH TOPSOIL, SEED, AND EROSION CONTROL MAT. NO RESTORATION NEEDED BELOW NORMAL WATER LEVEL.
 - 2.6. REMOVE COFFERDAMS AND BYPASS PUMP SYSTEM.

EROSION CONTROL NOTES:

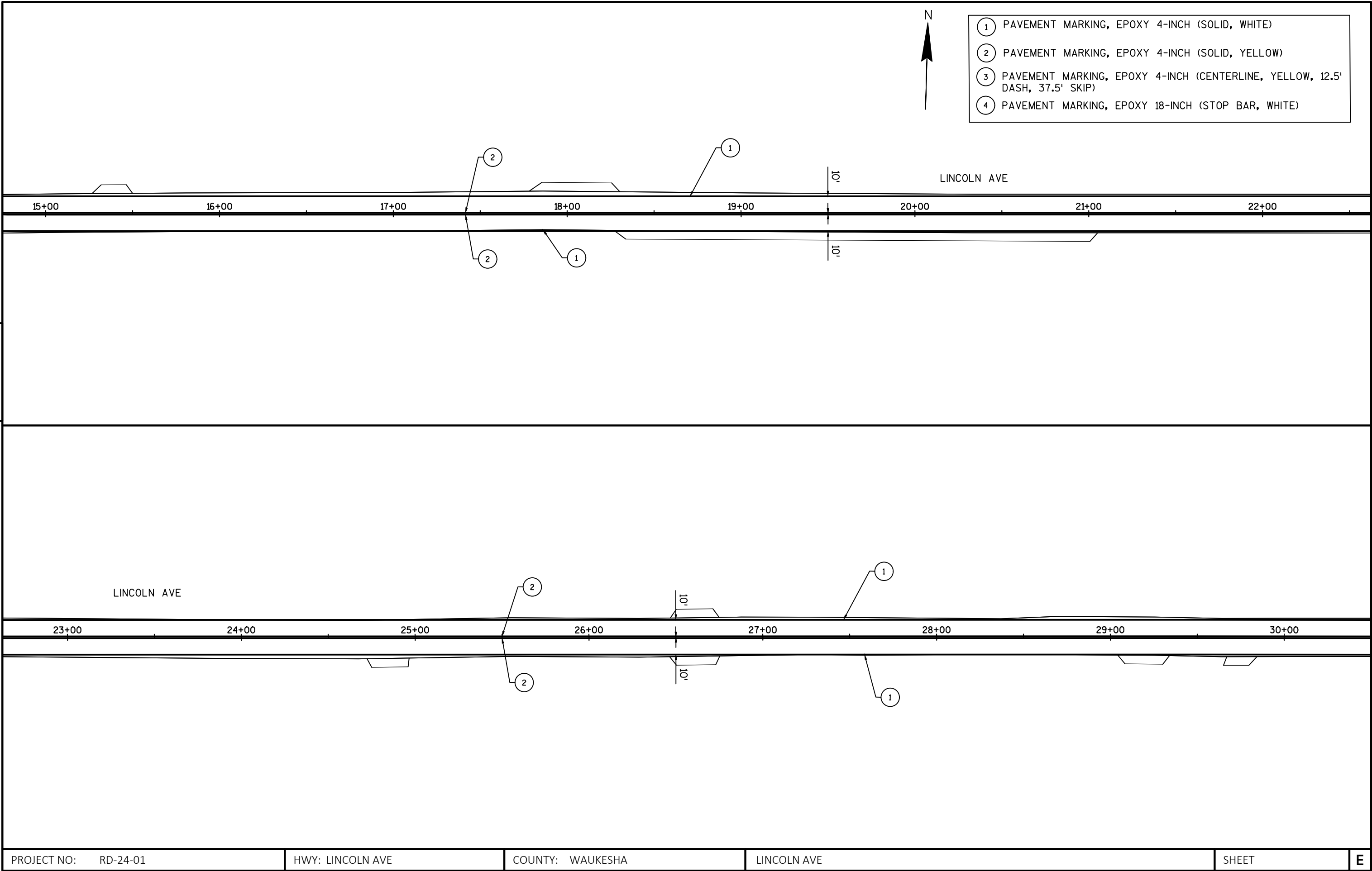
1. CONTRACTOR SHALL PROVIDE EROSION CONTROL FACILITIES IN ACCORDANCE WITH THE CITY OF NEW BERLIN EROSION CONTROL ORDINANCE AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS.
2. EXCAVATION AND GRADING ACTIVITIES SHALL BE SEQUENCED TO MINIMIZE EXPOSURE FOR EROSION.
3. ALL WORK TO REMOVE AND INSTALL CULVERTS SHALL BE DONE OUTSIDE OF ACTIVE STREAM FLOW.
4. ANY DEWATERING SHALL BE DONE IN ACCORDANCE WITH WDNR CONSERVATION PRACTICE STANDARD 1061.
5. WORK ADJACENT TO STREAM SHALL BE DONE DURING DRY WEATHER WHEN STREAMFLOW IS MINIMAL. WORK SHALL BE COMPLETED AND RESTORED AS QUICKLY AS POSSIBLE AFTER STARTING. NO WORK SHALL BEGIN UNTIL JUNE 15TH.

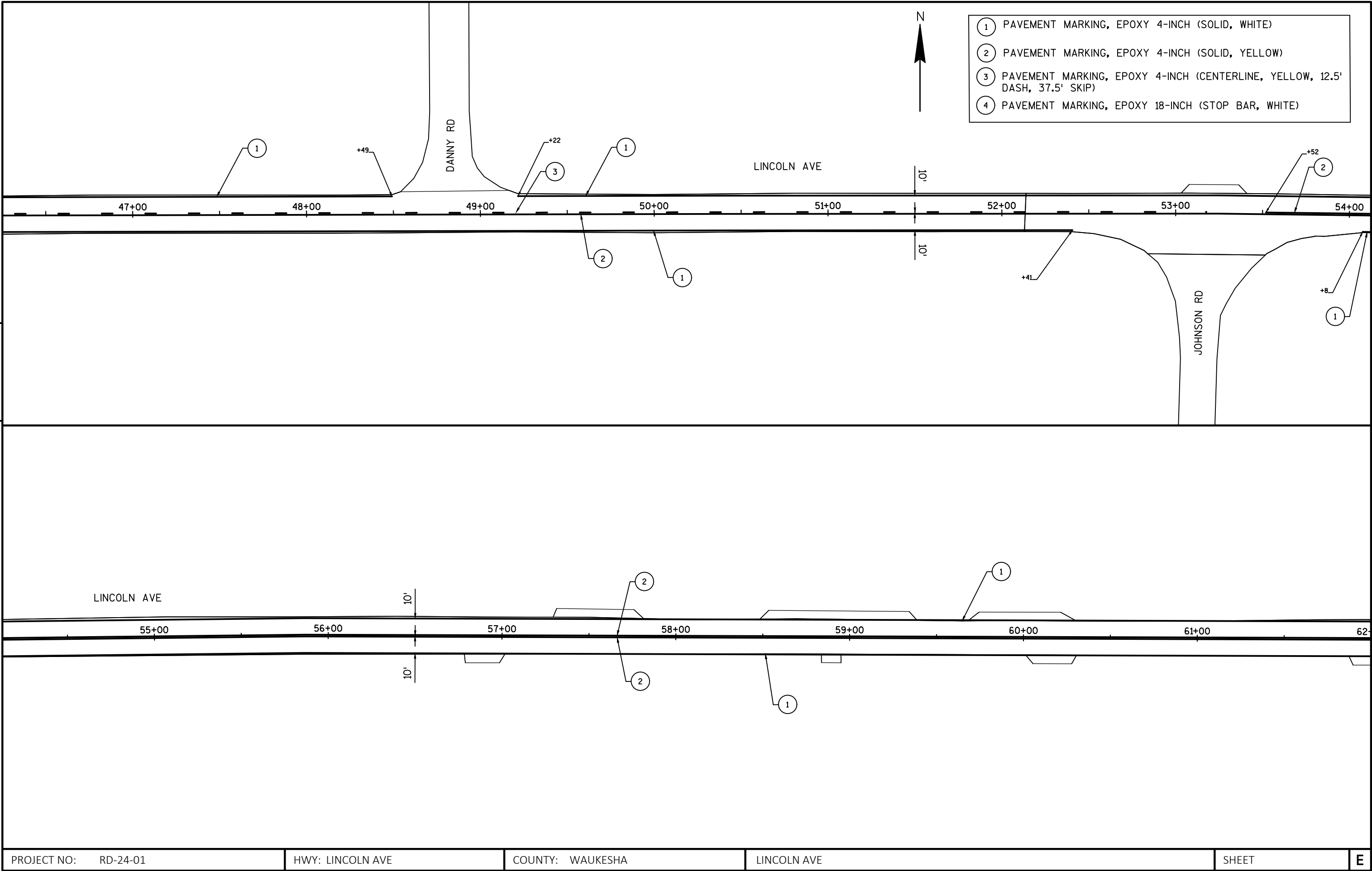
EROSION CONTROL MAINTENANCE PLAN:

1. ALL MAINTENANCE IS TO BE IN ACCORDANCE WITH APPLICABLE WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARD.
2. ALL EROSION AND SEDIMENTATION CONTROL PRACTICES SHALL BE, AT A MINIMUM, INSPECTED WEEKLY AND WITHIN 24 HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE DURING A 24-HOUR PERIOD. NEEDED REPAIRS WILL BE MADE IMMEDIATELY TO MAINTAIN ALL PRACTICES AS DESIGNED.
3. SEDIMENT WILL BE REMOVED FROM BEHIND THE STAKED WATTLE AND EROSION BALES (IF USED) WHEN IT REACHES HALF THE HEIGHT OF THE FENCE/BALE. THE STAKED WATTLE AND EROSION BALES WILL BE REPAIRED AS NECESSARY TO MAINTAIN A BARRIER.
4. ALL SEEDED AREAS WILL BE FERTILIZED, RESEEDING AS NECESSARY, AND MULCHED ACCORDING TO PROJECT SPECIFICATIONS TO MAINTAIN A VIGOROUS DENSE VEGETATIVE COVER.
5. ANY SEDIMENT TRACKED ONTO A PUBLIC OR PRIVATE ROAD SHALL BE REMOVED BY STREET CLEANING, NOT FLUSHED, BEFORE THE END OF EACH WORKING DAY.

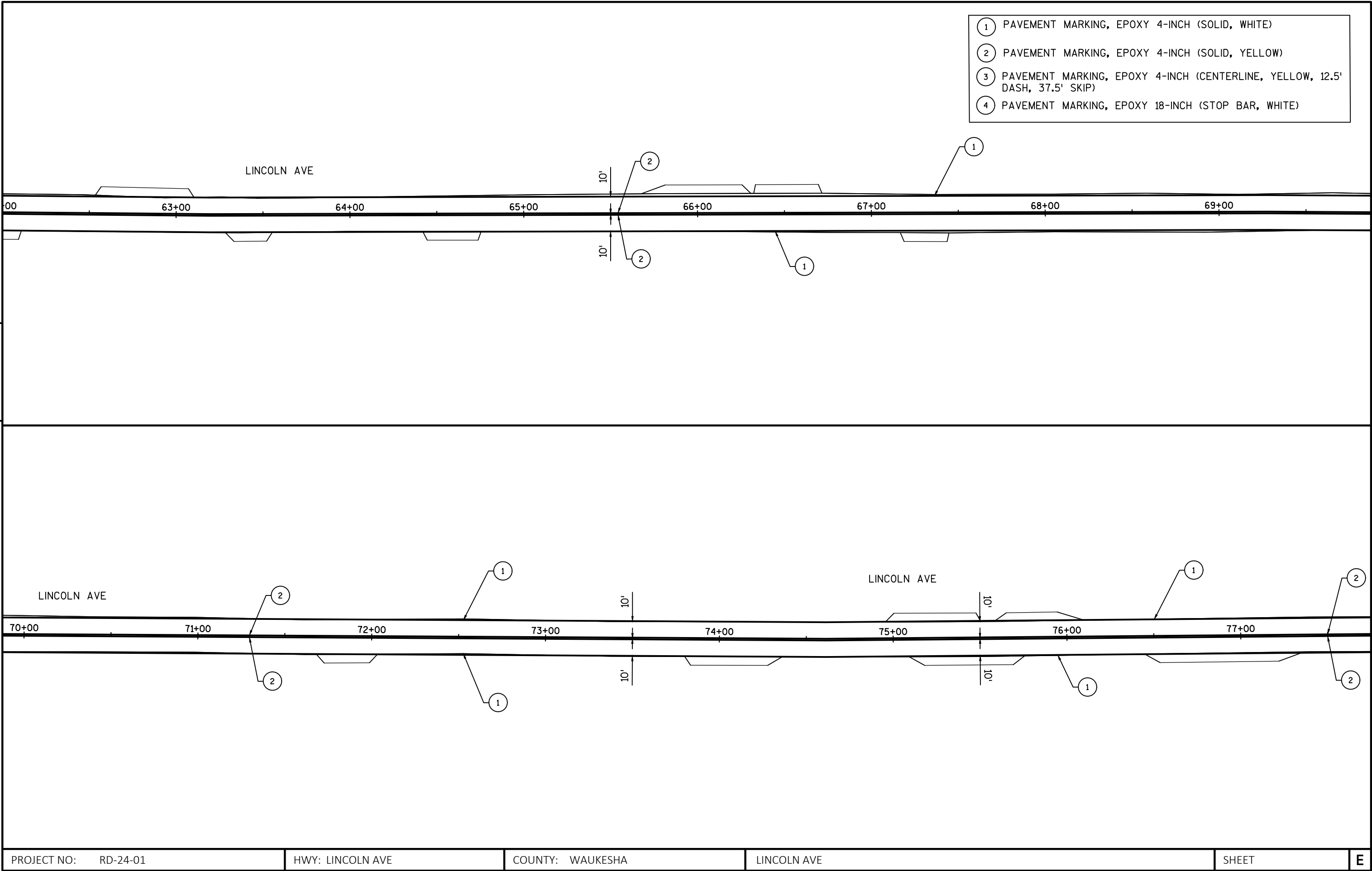


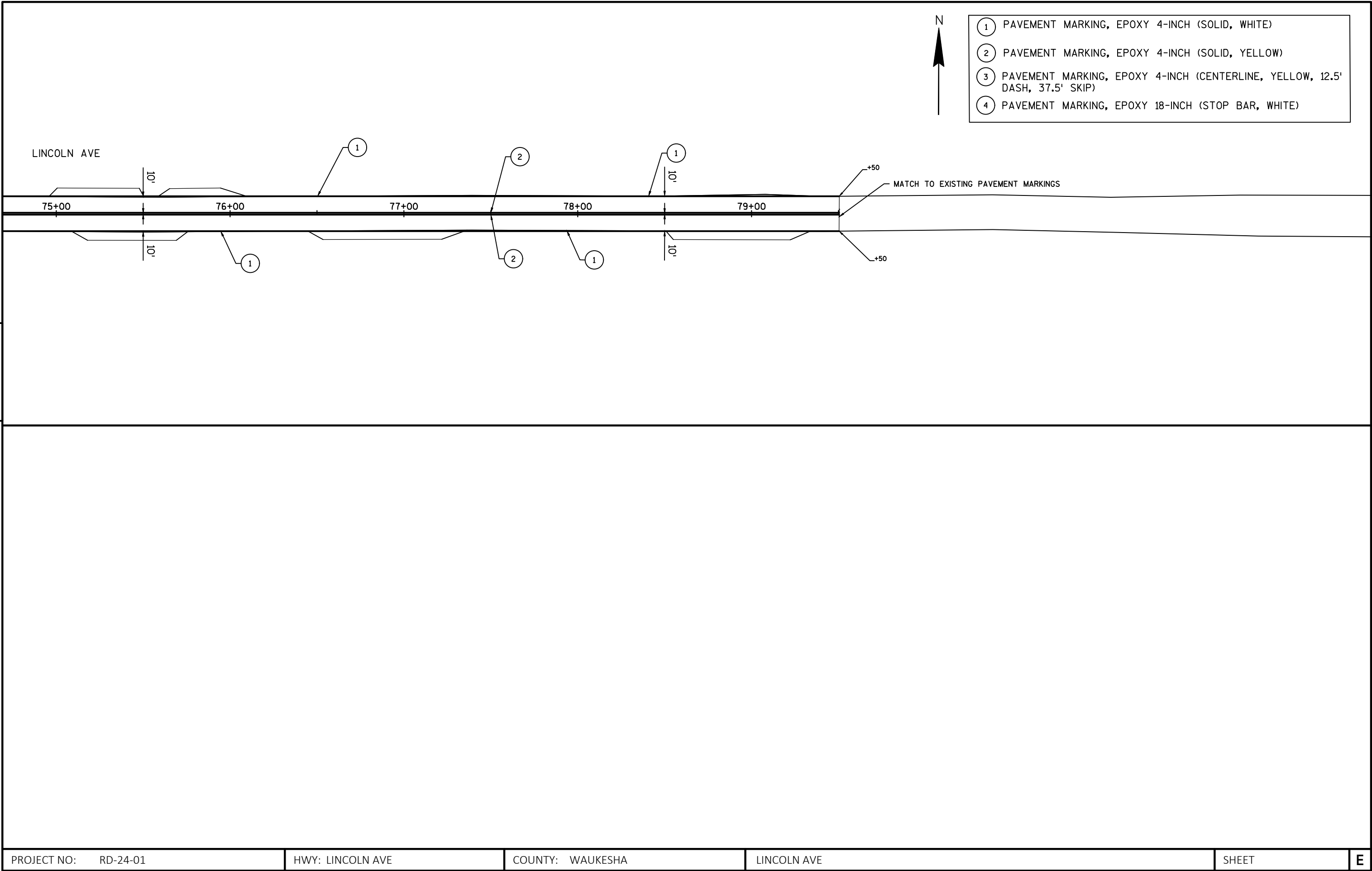
PROJECT NO: RD-24-01	HWY: LINCOLN AVE	COUNTY: WAUKESHA	LINCOLN AVE	SHEET	E
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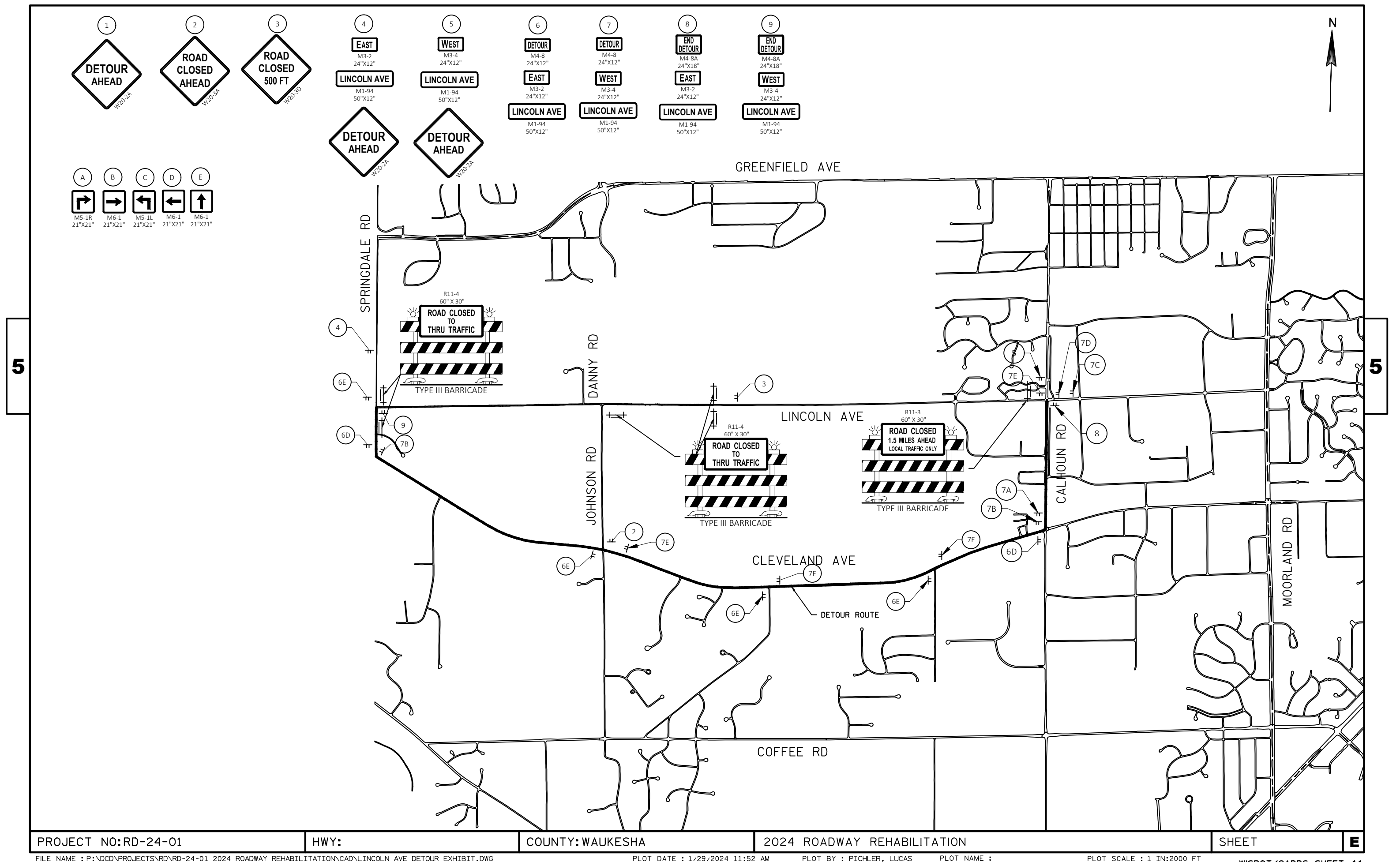


PROJECT NO: RD-24-01	HWY: LINCOLN AVE	COUNTY: WAUKESHA	LINCOLN AVE	SHEET	E
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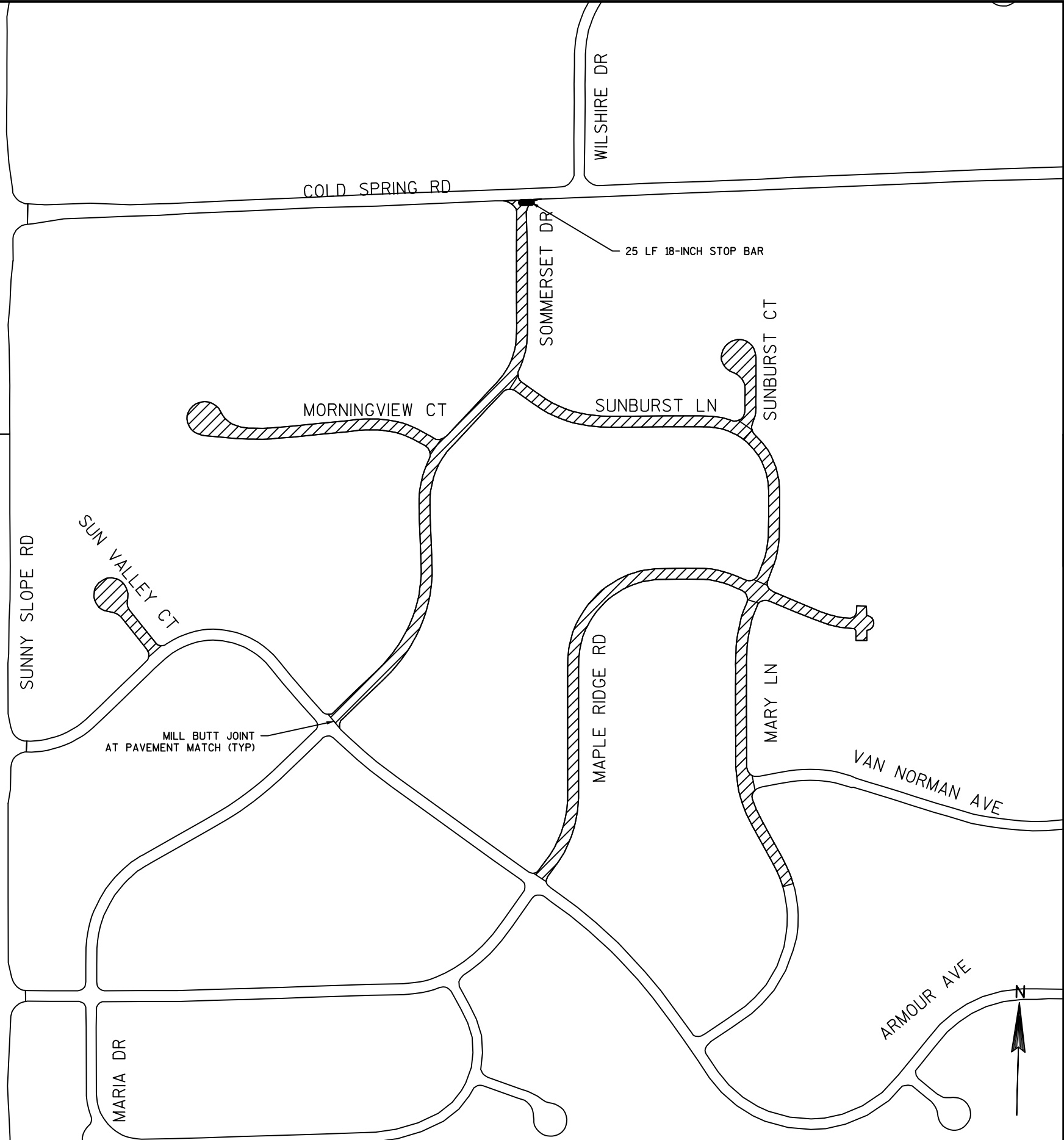


PROJECT NO: RD-24-01	HWY: LINCOLN AVE	COUNTY: WAUKESHA	LINCOLN AVE	SHEET	E
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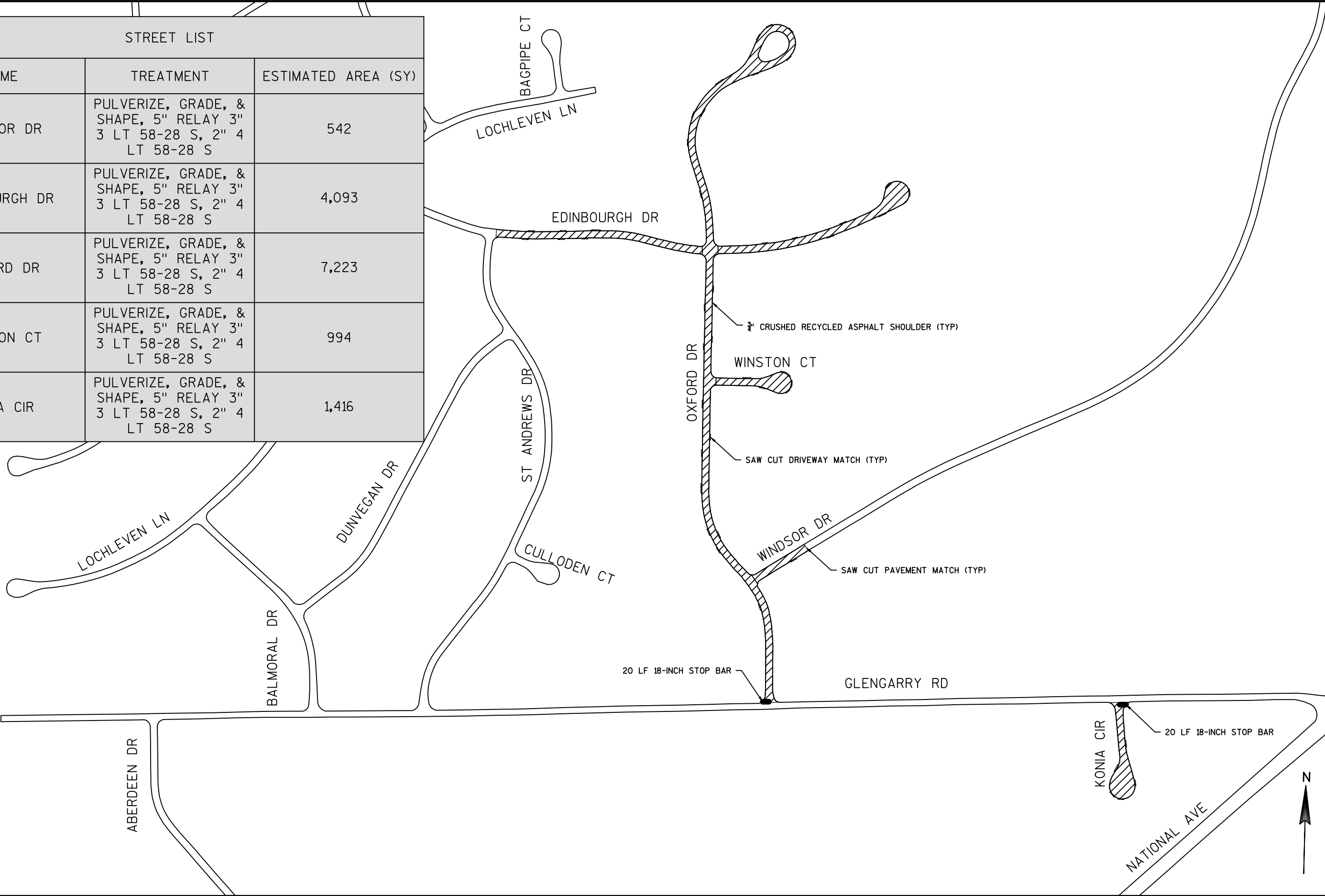
STREET LIST			
NAME	TREATMENT	ESTIMATED AREA (SY)	ESTIMATED CURB & GUTTER REPAIRS (LF)
MAPLE RIDGE RD	3" MILL & 3" OVERLAY, 1" 5 LT 58-28 S, 2" 4 LT 58-28 S	4,889	293
MARY LN	3" MILL & 3" OVERLAY, 1" 5 LT 58-28 S, 2" 4 LT 58-28 S	3,688	221
MORNINGVIEW CT	3" MILL & 3" OVERLAY, 1" 5 LT 58-28 S, 2" 4 LT 58-28 S	2,561	154
SOMMERSET DR	3" MILL & 3" OVERLAY, 1" 5 LT 58-28 S, 2" 4 LT 58-28 S	4,766	286
SUNBURST LN	3" MILL & 3" OVERLAY, 1" 5 LT 58-28 S, 2" 4 LT 58-28 S	2,004	120
SUN VALLEY CT	3" MILL & 3" OVERLAY, 1" 5 LT 58-28 S, 2" 4 LT 58-28 S	1,122	67
SUNBURST CT	3" MILL & 3" OVERLAY, 1" 5 LT 58-28 S, 2" 4 LT 58-28 S	1,173	70



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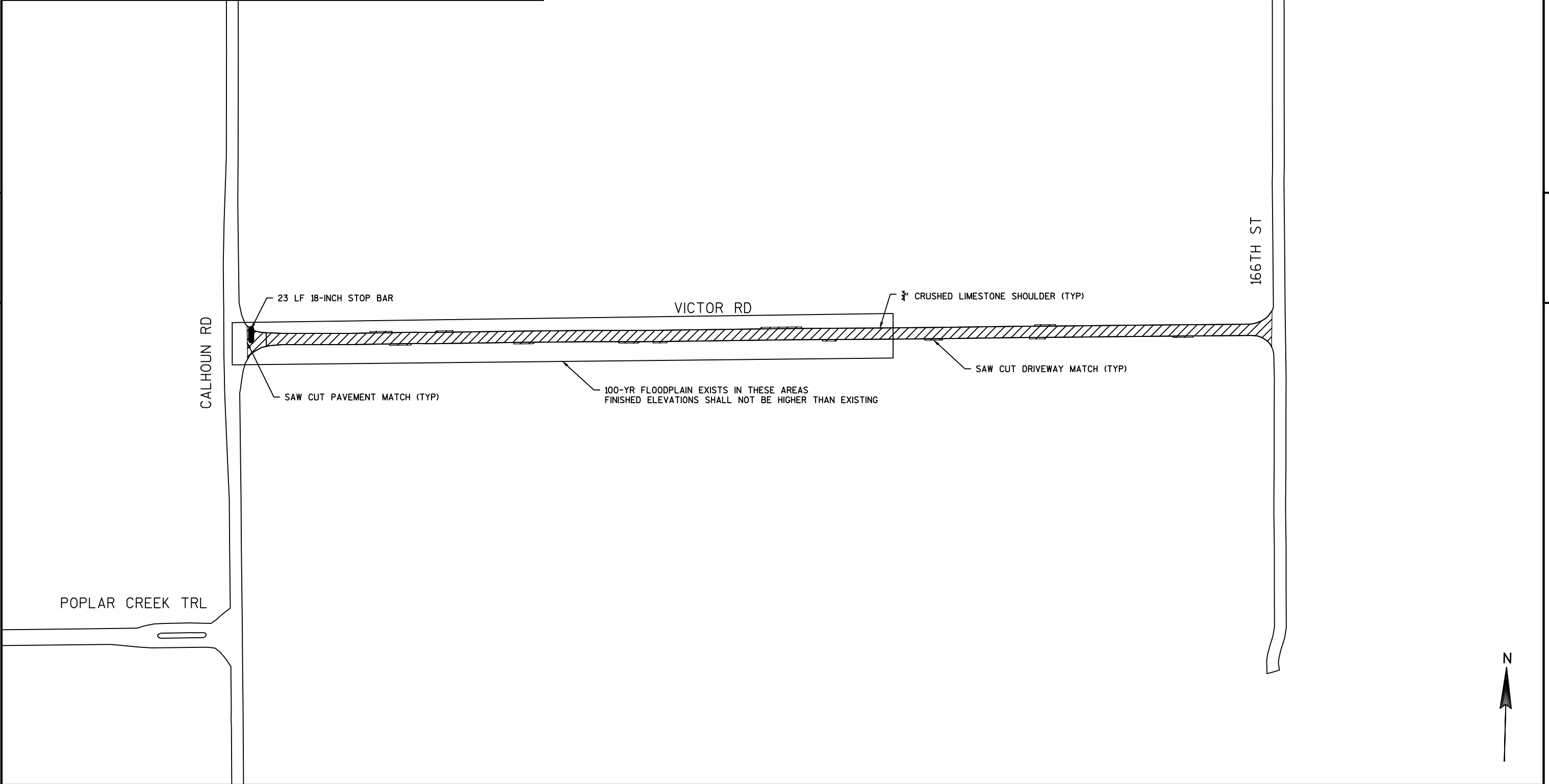
STREET LIST		
NAME	TREATMENT	ESTIMATED AREA (SY)
WINDSOR DR	PULVERIZE, GRADE, & SHAPE, 5" RELAY 3" 3 LT 58-28 S, 2" 4 LT 58-28 S	542
EDINBURGH DR	PULVERIZE, GRADE, & SHAPE, 5" RELAY 3" 3 LT 58-28 S, 2" 4 LT 58-28 S	4,093
OXFORD DR	PULVERIZE, GRADE, & SHAPE, 5" RELAY 3" 3 LT 58-28 S, 2" 4 LT 58-28 S	7,223
WINSTON CT	PULVERIZE, GRADE, & SHAPE, 5" RELAY 3" 3 LT 58-28 S, 2" 4 LT 58-28 S	994
KONIA CIR	PULVERIZE, GRADE, & SHAPE, 5" RELAY 3" 3 LT 58-28 S, 2" 4 LT 58-28 S	1,416



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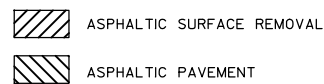
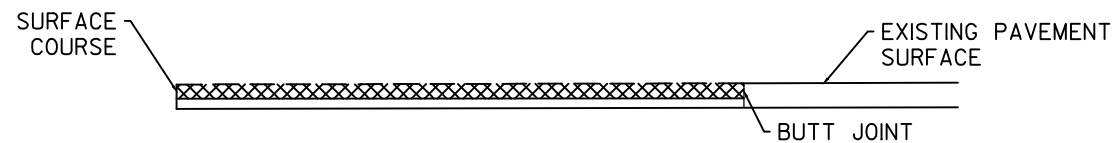
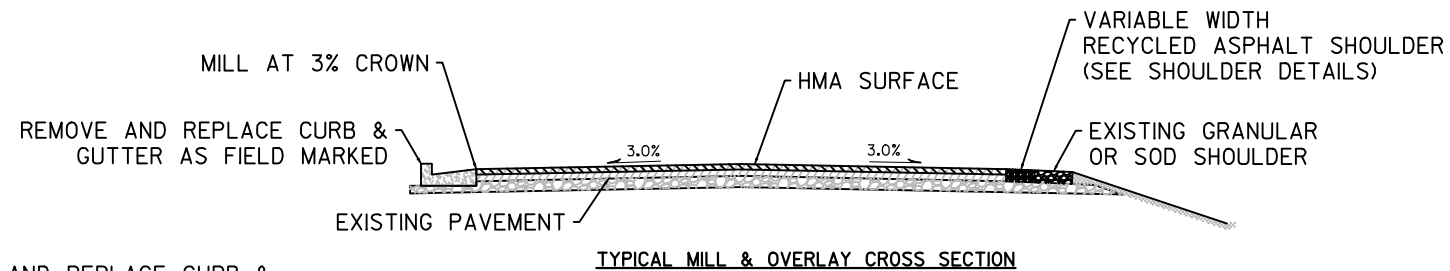
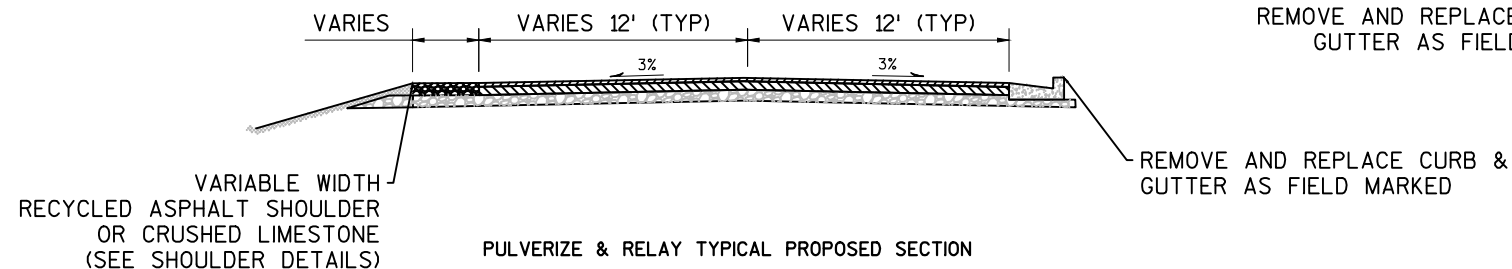
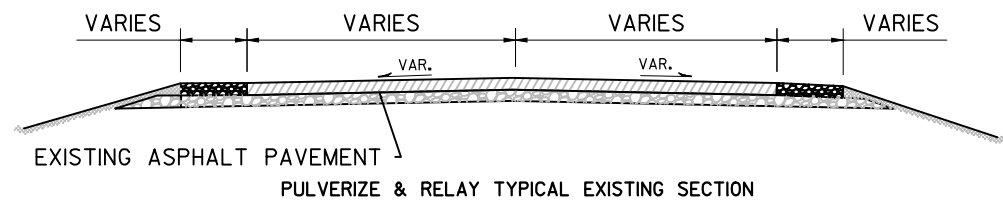
STREET LIST (ALT A)		
NAME	TREATMENT	ESTIMATED AREA (SY)
VICTOR RD	PULVERIZE, GRADE, & SHAPE, 6" RELAY 4" 3 MT 58-28 H, 2" 4 MT 58-28 H	5,672

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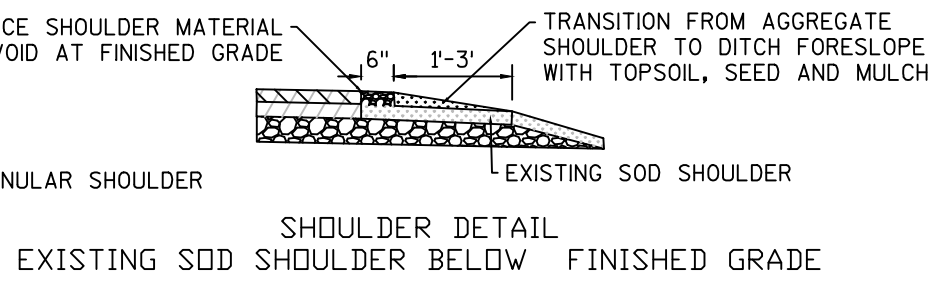
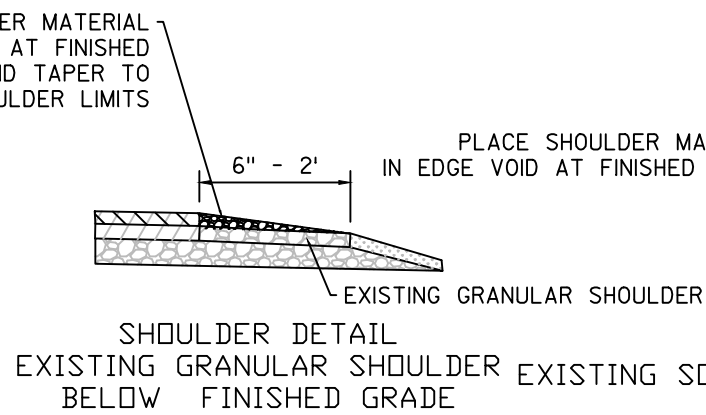
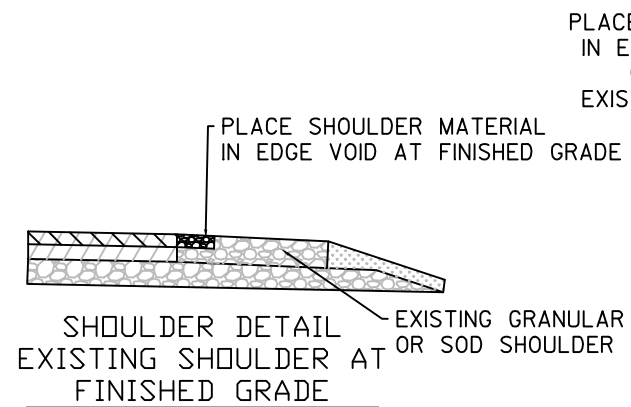


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MILL & OVERLAY JOINT DETAIL



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STAFF REPORT

EXECUTIVE SUMMARY

APPLICANT: City of New Berlin

PROJECT: 2024 Roadway Maintenance Joint, Crack Cleaning and Sealing Project

LOCATION: Citywide

REQUEST: Approval of the 2024 Roadway Maintenance Joint, Crack Cleaning and Sealing Project

D.C.D. RECOMMENDATION: Recommend to the Common Council the awarding of a Construction Contract to the lowest responsive, responsible bidder, *Thunder Road, LLC*, for the 2024 Roadway Maintenance Joint, Crack Cleaning & Sealing Project in an amount of \$146,431.68 and awarding an inspection services contract to Ruekert & Mielke, Inc. in the amount of \$23,661.00. With contingencies and inspection the not to exceed Total Project Costs are \$177,000.00 from account 15110029 59040.

1. Roadway Maintenance

- a. The annual Roadway Maintenance Joint, Crack Cleaning and Sealing Project concentrates on maintaining streets that have a pavement condition ranging from 70 – 100. The emphasis of the Project is to seal as many streets as possible with a pavement condition rating of 70 & 80 as rated in 2023. The next Pavement rating will occur in the summer of 2025.
 - b. 2024 Approved Budget: \$250,000
2. The Roadway Maintenance Account 15110029 59040 is also used for spot repairs (coordinated with the Streets Division) and pavement markings.
- a. Pavement marking by Waukesha County cost \$25,666.15 in 2023. Based on information received from Waukesha County, Staff expects that the cost for pavement marking in 2024 will be increased based on supply costs compared to the 2023 costs.
 - b. The quote received from Ruekert & Mielke, Inc. for inspection services is \$23,661.00 for the 2024 Crack Sealing Project.
3. On March 6, 2024, the City of New Berlin received four (4) Bids from contractors for the 2024 Roadway Maintenance Joint, Crack Cleaning and Sealing Project. The apparent low Bidder is *Thunder Road, LLC of Waukesha, WI*.
4. Work is anticipated to begin on or about June 3, 2024 and be completed by September 27, 2024.
5. The Contractor will provide advanced notification a minimum of 48 hours prior to any crack filling work on a particular street.

DETAILS IN ATTACHED STAFF REPORT

CITY OF NEW BERLIN
DEPARTMENT OF COMMUNITY DEVELOPMENT
BOARD OF PUBLIC WORKS STAFF REPORT
Meeting of March 18, 2024

City of New Berlin 2024 Crack Sealing Program

DATE STAFF REPORT CREATED: March 12, 2024

APPLICANT: City of New Berlin

REQUEST / DESCRIPTION OF PROJECT: The project involves cleaning, routing and sealing cracks on roadways that were rated with a pavement condition of 70 & 80 in 2023. The next pavement inspection will be completed in the summer of 2025. The Base Bid for the project included 151 roadway segments which equates to approximately 31.5 miles of roadway. The work is to be completed by end of September 2024.

A Map showing the roadways to be crack sealed is attached.

BIDS RECEIVED: 4 Bids - A summary of the Bid results is attached.

SELECTED CONTRACTOR: Thunder Road, LLC

INSPECTION: Four (4) inspection firms were solicited for proposals for this project. DCD received four proposals and recommends selecting Ruekert & Mielke, Inc.. for construction inspection services. The proposal from Ruekert & Mielke, Inc. for this project is attached.

FISCAL IMPACT:

Base Bid	\$ 146,431.68
Contingencies (≈7%)	\$ 6,907.32
Inspection	\$ 23,661.00 Quote from Ruekert & Mielke, Inc.
Total Project Costs	\$ 177,000.00

SOURCE OF FUNDS

2024 Roadway Maintenance Account: 15110029 59040 Available Funds: \$250,000.00.

D.C.D. RECOMMENDATION: Recommend to the Common Council the awarding of a Construction Contract to the lowest responsive, responsible bidder, *Thunder Road, LLC*, for the 2024 Roadway Maintenance Joint, Crack Cleaning & Sealing Project in an amount of \$146,431.68 and awarding an inspection services contract to Ruekert & Mielke, Inc. in the amount of \$23,661.00. With contingencies and inspection the not to exceed Total Project Costs are \$177,000.00 from account 15110029 59040.

Attachments:

Bid Results
Contract & Location Maps
Inspection Quote from Ruekert & Mielke, Inc.

RD-24-02 2024 Roadway Maintenance Joint, Crack Cleaning & Sealing Project
 Bid Results
 March 6, 2024 @ 10:00 A.M.

BIDDER	BID BOND	PRE-QUAL STATEMENT	BASE BID	RANKING
Thunder Road, LLC	X	X	\$ 146,431.68	1
Denler, Inc.	X	X	\$ 176,176.02	2
Fahrner Asphalt Sealers, LLC	X	X	\$ 181,031.68	3
American Pavement Solutions, Inc.	X	X	\$ 293,778.55	4
Engineer's Estimate			\$ 169,311.63	

RD-24-02 2024 Roadway Maintenance Joint, Crack Cleaning & Sealing Project
CONTRACT RD-24-02

Base Bid			Thunder Road, LLC		Denler, Inc.		Fahrner Asphalt Sealers, LLC		American Pavement Solutions, Inc.		Engineer's	
ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Section 2												
1157-01	Wildwood Dr from Greenfield Service Dr to Gatewood Ct	3,486	\$ 0.32	\$ 1,115.52	\$ 0.385	\$ 1,342.11	\$ 0.38	\$ 1,324.68	\$ 0.642	\$ 2,238.01	0.37	\$ 1,289.82
1157-03	Woodside Dr from Greenfield Service Dr to Gatewood Dr	3,564	\$ 0.32	\$ 1,140.48	\$ 0.385	\$ 1,372.14	\$ 0.38	\$ 1,354.32	\$ 0.642	\$ 2,288.09	0.37	\$ 1,318.68
1157-04	Green Ridge Ter from Greenfield Service Dr to Gatewood Dr	3,569	\$ 0.32	\$ 1,142.08	\$ 0.385	\$ 1,374.07	\$ 0.38	\$ 1,356.22	\$ 0.642	\$ 2,291.30	0.37	\$ 1,320.53
1157-05	Clover Knoll Pl from Greenfield Service Dr to Gatewood Dr	2,135	\$ 0.32	\$ 683.20	\$ 0.385	\$ 821.98	\$ 0.38	\$ 811.30	\$ 0.642	\$ 1,370.67	0.37	\$ 789.95
1157-06	Ranch Rd from Gatewood Ct to Greenfield Ave	3,791	\$ 0.32	\$ 1,213.12	\$ 0.385	\$ 1,459.54	\$ 0.38	\$ 1,440.58	\$ 0.642	\$ 2,433.82	0.37	\$ 1,402.67
1157-07	Greenfield Service Dr from Ranch Rd to Sherwood Dr	4,279	\$ 0.32	\$ 1,369.28	\$ 0.385	\$ 1,647.42	\$ 0.38	\$ 1,626.02	\$ 0.642	\$ 2,747.12	0.37	\$ 1,583.23
1157-08	Sherwood Dr from Greenfield Ave to Gatewood Ct	3,687	\$ 0.32	\$ 1,179.84	\$ 0.385	\$ 1,419.50	\$ 0.38	\$ 1,401.06	\$ 0.642	\$ 2,367.05	0.37	\$ 1,364.19
1157-09	Gatewood Ct from Termini to Gatewood Dr	675	\$ 0.32	\$ 216.00	\$ 0.385	\$ 259.88	\$ 0.38	\$ 256.50	\$ 0.642	\$ 433.35	0.37	\$ 249.75
1157-10	Gatewood Dr from Ranch Rd to Sunny Slope Rd	1,532	\$ 0.32	\$ 490.24	\$ 0.385	\$ 589.82	\$ 0.38	\$ 582.16	\$ 0.642	\$ 983.54	0.37	\$ 566.84
1157-11	Gatewood Ct from Termini to Gatewood Dr	903	\$ 0.32	\$ 288.96	\$ 0.385	\$ 347.66	\$ 0.38	\$ 343.14	\$ 0.642	\$ 579.73	0.37	\$ 334.11
1157-12	Gatewood Dr from Gatewood Ct to Gatewood Ct	3,784	\$ 0.32	\$ 1,210.88	\$ 0.385	\$ 1,456.84	\$ 0.38	\$ 1,437.92	\$ 0.642	\$ 2,429.33	0.37	\$ 1,400.08
1157-16	Clover Knoll Pl from Greenfield Service Dr to Gatewood Dr	1,569	\$ 0.32	\$ 502.08	\$ 0.385	\$ 604.07	\$ 0.38	\$ 596.22	\$ 0.642	\$ 1,007.30	0.37	\$ 580.53
1159-05	Woodview Ct from Termini to Parkside Dr	720	\$ 0.32	\$ 230.40	\$ 0.385	\$ 277.20	\$ 0.38	\$ 273.60	\$ 0.642	\$ 462.24	0.37	\$ 266.40
1159-06	Woodview Dr from Woodland Dr to 184 ft E of Pickford Dr	1,065	\$ 0.32	\$ 340.80	\$ 0.385	\$ 410.03	\$ 0.38	\$ 404.70	\$ 0.642	\$ 683.73	0.37	\$ 394.05
1159-09	Woodland Dr from Parkside Dr to 160 ft E of Chancel Ct	1,115	\$ 0.32	\$ 356.80	\$ 0.385	\$ 429.28	\$ 0.38	\$ 423.70	\$ 0.642	\$ 715.83	0.37	\$ 412.55
1159-10	Parkside Dr from Woodview Ct to Lincoln Ave	4,434	\$ 0.32	\$ 1,418.88	\$ 0.385	\$ 1,707.09	\$ 0.38	\$ 1,684.92	\$ 0.642	\$ 2,846.63	0.37	\$ 1,640.58
1159-11	Parkside Ct from Termini to Parkside Dr	597	\$ 0.32	\$ 191.04	\$ 0.385	\$ 229.85	\$ 0.38	\$ 226.86	\$ 0.642	\$ 383.27	0.37	\$ 220.89
1159-16	Pickford Dr from 457 ft S of Rogers Dr to Woodview Dr	668	\$ 0.32	\$ 213.76	\$ 0.385	\$ 257.18	\$ 0.38	\$ 253.84	\$ 0.642	\$ 428.86	0.37	\$ 247.16
1160-02	Crestview Dr from Sunny Slope Rd to Woodshire Dr	7,318	\$ 0.32	\$ 2,341.76	\$ 0.385	\$ 2,817.43	\$ 0.38	\$ 2,780.84	\$ 0.642	\$ 4,698.16	0.37	\$ 2,707.66
1160-07	Lombardy Ln from Lincoln Ave to Meadowshire Dr	1,218	\$ 0.32	\$ 389.76	\$ 0.385	\$ 468.93	\$ 0.38	\$ 462.84	\$ 0.642	\$ 781.96	0.37	\$ 450.66
1160-08	Meadowmere Pkwy from Crestview Dr to Woodland Dr	596	\$ 0.32	\$ 190.72	\$ 0.385	\$ 229.46	\$ 0.38	\$ 226.48	\$ 0.642	\$ 382.63	0.37	\$ 220.52
1160-09	Meadowshire Dr from Termini to 253 ft E of Meadowshire Ct	3,423	\$ 0.32	\$ 1,095.36	\$ 0.385	\$ 1,317.86	\$ 0.38	\$ 1,300.74	\$ 0.642	\$ 2,197.57	0.37	\$ 1,266.51
1160-11	Meadowshire Ct from Termini to Meadowshire Dr	767	\$ 0.32	\$ 245.44	\$ 0.385	\$ 295.30	\$ 0.38	\$ 291.46	\$ 0.642	\$ 492.41	0.37	\$ 283.79
1160-16	Woodland Dr from Meadowmere Pkwy to Woodshire Dr	3,534	\$ 0.32	\$ 1,130.88	\$ 0.385	\$ 1,360.59	\$ 0.38	\$ 1,342.92	\$ 0.642	\$ 2,268.83	0.37	\$ 1,307.58
Section 4												
1165-05	Ridgeway Rd from Termini to Greenfield Ave	877	\$ 0.32	\$ 280.64	\$ 0.385	\$ 337.65	\$ 0.38	\$ 333.26	\$ 0.642	\$ 563.03	0.37	\$ 324.49
1165-10	Ridgeway Rd from Termini to Greenfield Ave	827	\$ 0.32	\$ 264.64	\$ 0.385	\$ 318.40	\$ 0.38	\$ 314.26	\$ 0.642	\$ 530.93	0.37	\$ 305.99
Section 6												
1173-01	Court St from Termini to Twin Willows Dr	1,867	\$ 0.32	\$ 597.44	\$ 0.385	\$ 718.80	\$ 0.38	\$ 709.46	\$ 0.642	\$ 1,198.61	0.37	\$ 690.79
1173-02	Downie Rd from Johnson Rd to Greenfield Ave	3,722	\$ 0.32	\$ 1,191.04	\$ 0.385	\$ 1,432.97	\$ 0.38	\$ 1,414.36	\$ 0.642	\$ 2,389.52	0.37	\$ 1,377.14
1173-03	Laurie Ln from Termini to Downie Rd	1,786	\$ 0.32	\$ 571.52	\$ 0.385	\$ 687.61	\$ 0.38	\$ 678.68	\$ 0.642	\$ 1,146.61	0.37	\$ 660.82
1173-04	Lilly Ln from Downie Rd to Court St	2,884	\$ 0.32	\$ 922.88	\$ 0.385	\$ 1,110.34	\$ 0.38	\$ 1,095.92	\$ 0.642	\$ 1,851.53	0.37	\$ 1,067.08
1173-06	Twin Willows Dr from Termini to Downie Rd	3,643	\$ 0.32	\$ 1,165.76	\$ 0.385	\$ 1,402.56	\$ 0.38	\$ 1,384.34	\$ 0.642	\$ 2,338.81	0.37	\$ 1,347.91
1174-01	Craftsman Dr from Termini to Greenfield Ave	4,730	\$ 0.32	\$ 1,513.60	\$ 0.385	\$ 1,821.05	\$ 0.38	\$ 1,797.40	\$ 0.642	\$ 3,036.66	0.37	\$ 1,750.10
1174-02	Craftsman Dr from Termini to Termini	3,364	\$ 0.32	\$ 1,076.48	\$ 0.385	\$ 1,295.14	\$ 0.38	\$ 1,278.32	\$ 0.642	\$ 2,159.69	0.37	\$ 1,244.68
Section 10												
1191-05	Ryerson Rd from 166Th St to Calhoun Rd	8,058	\$ 0.32	\$ 2,578.56	\$ 0.385	\$ 3,102.33	\$ 0.38	\$ 3,062.04	\$ 0.642	\$ 5,173.24	0.37	\$ 2,981.46
1192-02	Ryerson Rd from 166Th St to Moorland Rd	12,545	\$ 0.32	\$ 4,014.40	\$ 0.385	\$ 4,829.83	\$ 0.38	\$ 4,767.10	\$ 0.642	\$ 8,053.89	0.37	\$ 4,641.65
Section 11												
1160-06	Lincoln Ave from Sunny Slope Rd to Woodshire Dr	8,008	\$ 0.32	\$ 2,562.56	\$ 0.385	\$ 3,083.08	\$ 0.38	\$ 3,043.04	\$ 0.642	\$ 5,141.14	0.37	\$ 2,962.96
1193-07	Brookland Rd from Lincoln Ave to Cleveland Ave	6,519	\$ 0.32	\$ 2,086.08	\$ 0.385	\$ 2,509.82	\$ 0.38	\$ 2,477.22	\$ 0.642	\$ 4,185.20	0.37	\$ 2,412.03
1195-01	Acredale Rd from Termini to Cleveland Ave	3,304	\$ 0.32	\$ 1,057.28	\$ 0.385	\$ 1,272.04	\$ 0.38	\$ 1,255.52	\$ 0.642	\$ 2,121.17	0.37	\$ 1,222.48
1195-03	Fleetwood Ln from Termini to 149Th St	1,747	\$ 0.32	\$ 559.04	\$ 0.385	\$ 672.60	\$ 0.38	\$ 663.86	\$ 0.642	\$ 1,121.57	0.37	\$ 646.39
1195-06	149Th St from Dakota St to Brookside Pkwy	3,254	\$ 0.32	\$ 1,041.28	\$ 0.385	\$ 1,252.79	\$ 0.38	\$ 1,236.52	\$ 0.642	\$ 2,089.07	0.37	\$ 1,203.98
1196-01	Brian Rd from Termini to Dakota St	2,514	\$ 0.32	\$ 804.48	\$ 0.385	\$ 967.89	\$ 0.38	\$ 955.32	\$ 0.642	\$ 1,613.99	0.37	\$ 930.18
1196-02	Connie Ln from Dakota St to Maylore Dr	1,694	\$ 0.32	\$ 542.08	\$ 0.385	\$ 652.19	\$ 0.38	\$ 643.72	\$ 0.642	\$ 1,087.55	0.37	\$ 626.78
1196-03	Dakota St from Brian Rd to Sunny Slope Rd	5,598	\$ 0.32	\$ 1,791.36	\$ 0.385	\$ 2,155.23	\$ 0.38	\$ 2,127.24	\$ 0.642	\$ 3,593.92	0.37	\$ 2,071.26
1196-04	Dakota St from Brian Rd to 149Th St	2,580	\$ 0.32	\$ 825.60	\$ 0.385	\$ 993.30	\$ 0.38	\$ 980.40	\$ 0.642	\$ 1,656.36	0.37	\$ 954.60
1196-05	Dianne Dr from Brian Rd to Franklin Dr	1,281	\$ 0.32	\$ 409.92	\$ 0.385	\$ 493.19	\$ 0.38	\$ 486.78	\$ 0.642	\$ 822.40	0.37	\$ 473.97
1196-06	Dianne Dr from Brian Rd to Franklin Dr	1,392	\$ 0.32	\$ 445.44	\$ 0.385	\$ 535.92	\$ 0.38	\$ 528.96	\$ 0.642	\$ 893.66	0.37	\$ 515.04
1196-09	Fieldpointe Dr from Fairfield Dr to Sunny Slope Rd	7,967	\$ 0.32	\$ 2,549.44	\$ 0.385	\$ 3,067.30	\$ 0.38	\$ 3,027.46	\$ 0.642	\$ 5,114.81	0.37	\$ 2,947.79
1196-11	Fieldpointe Ct from Termini to Fieldpointe Dr	659	\$ 0.32	\$ 210.88	\$ 0.385	\$ 253.72	\$ 0.38	\$ 250.42	\$ 0.642	\$ 423.08	0.37	\$ 243.83
1196-12	Franklin Dr from Brian Rd to Cleveland Ave	3,546	\$ 0.32	\$ 1,134.72	\$ 0.385	\$ 1,365.21	\$ 0.38	\$ 1,347.48	\$ 0.642	\$ 2,276.53	0.37	\$ 1,312.02
1196-13	Franklin Ct from Termini to Franklin Dr	442	\$ 0.32	\$ 141.44	\$ 0.385	\$ 170.17	\$ 0.38	\$ 167.96	\$ 0.642	\$ 283.76	0.37	\$ 163.54
1196-14	Maylore Dr from Dakota St to 145Th St	3,818	\$ 0.32	\$ 1,221.76	\$ 0.385	\$ 1,469.93	\$ 0.38	\$ 1,450.84	\$ 0.642	\$ 2,451.16	0.37	\$ 1,412.66
1196-20	Tammy Ln from Termini to Dakota St	955	\$ 0.32	\$ 305.60	\$ 0.385	\$ 367.68	\$ 0.38	\$ 362.90	\$ 0.642	\$ 613.11	0.37	\$ 353.35
Section 12												
1198-10	134Th St from 133Rd St to Cleveland Ave	5,895	\$ 0.32	\$ 1,886.40	\$ 0.385	\$ 2,269.58	\$ 0.38	\$ 2,240.10	\$ 0.642	\$ 3,784.59	0.37	\$ 2,181.15
1199-03	Fieldpointe Dr from Fountain Dr to Sunny Slope Rd	3,912	\$ 0.32	\$ 1,251.84	\$ 0.385	\$ 1,506.12	\$ 0.38	\$ 1,486.56	\$ 0.642	\$ 2,511.50	0.37	\$ 1,447.44
Section 14												
1205-01	Glen Meadow Dr from Termini to Glen Park Rd	991	\$ 0.32	\$ 317.12	\$ 0.385	\$ 381.54	\$ 0.38	\$ 376.58	\$ 0.642	\$ 636.22	0.37	\$ 366.67
1205-02	Glen Park Rd from National Ave to Redwood Dr	5,900	\$ 0.32	\$ 1,888.00	\$ 0.385	\$ 2,271.50	\$ 0.38	\$ 2,242.00	\$ 0.642	\$ 3,787.80	0.37	\$ 2,183.00
1205-03	Glen Park Ct from Termini to Glen Park Rd	699	\$ 0.32	\$ 223.68	\$ 0.385	\$ 269.12	\$ 0.38	\$ 265.62	\$ 0.642	\$ 448.76	0.37	\$ 258.63
1205-04	Glen Park Ct from Termini to Glen Park Rd	768	\$ 0.32	\$ 245.76	\$ 0.385	\$ 295.68	\$ 0.38	\$ 291.84	\$ 0.642	\$ 493.06	0.37	\$ 284.16
1205-05	Glen Park Ct from Termini to Glen Park Rd	753	\$ 0.32	\$ 240.96	\$ 0.385	\$ 289.91	\$ 0.3					

1239-08	Hearthside Dr from Termini to Caldwell Dr	5,881	\$	0.32	\$	1,881.92	\$	0.385	\$	2,264.19	\$	0.38	\$	2,234.78	\$	0.642	\$	3,775.60	0.37	\$	2,175.97
1239-09	Heatherly Dr from Mary Ross Dr to Crescent Dr	2,711	\$	0.32	\$	867.52	\$	0.385	\$	1,043.74	\$	0.38	\$	1,030.18	\$	0.642	\$	1,740.46	0.37	\$	1,003.07
1239-10	Homestead Dr from Hearthside Dr to Calhoun Rd	2,928	\$	0.32	\$	936.96	\$	0.385	\$	1,127.28	\$	0.38	\$	1,112.64	\$	0.642	\$	1,879.78	0.37	\$	1,083.36
1239-11	Marietta Dr from Termini to Mary Ross Dr	919	\$	0.32	\$	294.08	\$	0.385	\$	353.82	\$	0.38	\$	349.22	\$	0.642	\$	590.00	0.37	\$	340.03
1239-12	Mary Ross Dr from Crescent Dr to Crescent Dr	5,057	\$	0.32	\$	1,618.24	\$	0.385	\$	1,946.95	\$	0.38	\$	1,921.66	\$	0.642	\$	3,246.59	0.37	\$	1,871.09
1239-13	Melody Dr from Hearthside Dr to Caldwell Dr	2,697	\$	0.32	\$	863.04	\$	0.385	\$	1,038.35	\$	0.38	\$	1,024.86	\$	0.642	\$	1,731.47	0.37	\$	997.89
1239-15	Salentine Dr from Caldwell Dr to Calhoun Rd	5,111	\$	0.32	\$	1,635.52	\$	0.385	\$	1,967.74	\$	0.38	\$	1,942.18	\$	0.642	\$	3,281.26	0.37	\$	1,891.07
1239-16	Mary Ross Dr from Crescent Dr to Calhoun Rd	4,316	\$	0.32	\$	1,381.12	\$	0.385	\$	1,661.66	\$	0.38	\$	1,640.08	\$	0.642	\$	2,770.87	0.37	\$	1,596.92
Section 24																					
1245-08	Greenlawn Ter from Howard Ave to Victoria Cir	2,309	\$	0.32	\$	738.88	\$	0.385	\$	888.97	\$	0.38	\$	877.42	\$	0.642	\$	1,482.38	0.37	\$	854.33
1245-10	Scarborough Dr from Weatherstone Blvd to Victoria Cir	5,889	\$	0.32	\$	1,884.48	\$	0.385	\$	2,267.27	\$	0.38	\$	2,237.82	\$	0.642	\$	3,780.74	0.37	\$	2,178.93
1245-13	Scarborough Ct from Scarborough Dr to Scarborough Dr	566	\$	0.32	\$	181.12	\$	0.385	\$	217.91	\$	0.38	\$	215.08	\$	0.642	\$	363.37	0.37	\$	209.42
1245-15	Stonewood Rd from Termini to Termini	2,180	\$	0.32	\$	697.60	\$	0.385	\$	839.30	\$	0.38	\$	828.40	\$	0.642	\$	1,399.56	0.37	\$	806.60
1245-19	Victoria Ct from Termini to Victoria Cir	5,314	\$	0.32	\$	1,700.48	\$	0.385	\$	2,045.89	\$	0.38	\$	2,019.32	\$	0.642	\$	3,411.59	0.37	\$	1,966.18
1245-20	Victoria Cir from Cold Spring Rd to Scarborough Dr	6,833	\$	0.32	\$	2,186.56	\$	0.385	\$	2,630.71	\$	0.38	\$	2,596.54	\$	0.642	\$	4,386.79	0.37	\$	2,528.21
1245-23	Weatherstone Blvd from Victoria Cir to Cold Spring Rd	4,900	\$	0.32	\$	1,568.00	\$	0.385	\$	1,886.50	\$	0.38	\$	1,862.00	\$	0.642	\$	3,145.80	0.37	\$	1,813.00
1245-24	Weatherstone Blvd from Scarborough Dr to Victoria Cir	14,331	\$	0.32	\$	4,585.92	\$	0.385	\$	5,517.44	\$	0.38	\$	5,445.78	\$	0.642	\$	9,200.50	0.37	\$	5,302.47
1245-30	Woodhill Ln from Howard Ave to Termini	3,227	\$	0.32	\$	1,032.64	\$	0.385	\$	1,242.40	\$	0.38	\$	1,226.26	\$	0.642	\$	2,071.73	0.37	\$	1,193.99
1245-36	Victoria Cir from Stonewood Rd to Scarborough Dr	1,805	\$	0.32	\$	577.60	\$	0.385	\$	694.93	\$	0.38	\$	685.90	\$	0.642	\$	1,158.81	0.37	\$	667.85
1246-02	Avon Dr from Linfield Dr to Wembly Dr	4,114	\$	0.32	\$	1,316.48	\$	0.385	\$	1,583.89	\$	0.38	\$	1,563.32	\$	0.642	\$	2,641.19	0.37	\$	1,522.18
1246-03	Harcove Dr from Scarborough Dr to Avon Dr	805	\$	0.32	\$	257.60	\$	0.385	\$	309.93	\$	0.38	\$	305.90	\$	0.642	\$	516.81	0.37	\$	297.85
1246-04	Linfield Dr from Coventry Rd to Wilshire Dr	3,249	\$	0.32	\$	1,039.68	\$	0.385	\$	1,250.87	\$	0.38	\$	1,234.62	\$	0.642	\$	2,085.86	0.37	\$	1,202.13
1246-11	Wembly Dr from Termini to Howard Ave	4,042	\$	0.32	\$	1,293.44	\$	0.385	\$	1,556.17	\$	0.38	\$	1,535.96	\$	0.642	\$	2,594.96	0.37	\$	1,495.54
1246-12	Wembly Ct from Termini to Wembly Dr	1,194	\$	0.32	\$	382.08	\$	0.385	\$	459.69	\$	0.38	\$	453.72	\$	0.642	\$	766.55	0.37	\$	441.78
1246-13	Wembly Ct from Wembly Dr to Termini	601	\$	0.32	\$	192.32	\$	0.385	\$	231.39	\$	0.38	\$	228.38	\$	0.642	\$	385.84	0.37	\$	222.37
1246-14	Wilshire Dr from Wembly Dr to Cold Spring Rd	5,734	\$	0.32	\$	1,834.88	\$	0.385	\$	2,207.59	\$	0.38	\$	2,178.92	\$	0.642	\$	3,681.23	0.37	\$	2,121.58
1246-15	Wilshire Ct from Termini to Wilshire Dr	1,187	\$	0.32	\$	379.84	\$	0.385	\$	457.00	\$	0.38	\$	451.06	\$	0.642	\$	762.05	0.37	\$	439.19
1247-01	Armour Ave from Sun Valley Dr to Van Norman Ave	1,997	\$	0.32	\$	639.04	\$	0.385	\$	768.85	\$	0.38	\$	758.86	\$	0.642	\$	1,282.07	0.37	\$	738.89
1247-02	Armour Ct from Termini to Armour Ave	524	\$	0.32	\$	167.68	\$	0.385	\$	201.74	\$	0.38	\$	199.12	\$	0.642	\$	336.41	0.37	\$	193.88
1247-06	Maria Dr from Maple Ridge Rd to Maria Ct	4,384	\$	0.32	\$	1,402.88	\$	0.385	\$	1,687.84	\$	0.38	\$	1,665.92	\$	0.642	\$	2,814.53	0.37	\$	1,622.08
1247-07	Maria Dr from Somerset Dr to Maria Ct	638	\$	0.32	\$	204.16	\$	0.385	\$	245.63	\$	0.38	\$	242.44	\$	0.642	\$	409.60	0.37	\$	236.06
1247-08	Maria Ct from Termini to Maria Dr	717	\$	0.32	\$	229.44	\$	0.385	\$	276.05	\$	0.38	\$	272.46	\$	0.642	\$	460.31	0.37	\$	265.29
1247-09	Mary Ln from Van Norman Ave to Sun Valley Dr	1,312	\$	0.32	\$	419.84	\$	0.385	\$	505.12	\$	0.38	\$	498.56	\$	0.642	\$	842.30	0.37	\$	485.44
1247-23	Armour Ave from Sun Valley Dr to Van Norman Ave	911	\$	0.32	\$	291.52	\$	0.385	\$	350.74	\$	0.38	\$	346.18	\$	0.642	\$	584.86	0.37	\$	337.07
Section 25																					
1249-03	Cherrytree Ln from Magellan Dr to La Salle Dr	2,947	\$	0.32	\$	943.04	\$	0.385	\$	1,134.60	\$	0.38	\$	1,119.86	\$	0.642	\$	1,891.97	0.37	\$	1,090.39
1249-13	Jonathan Ln from Radisson Dr to Cherrytree Ln	3,093	\$	0.32	\$	989.76	\$	0.385	\$	1,190.81	\$	0.38	\$	1,175.34	\$	0.642	\$	1,985.71	0.37	\$	1,144.41
1249-16	Peachtree Dr from Termini to Courtland Pkwy	1,983	\$	0.32	\$	634.56	\$	0.385	\$	763.46	\$	0.38	\$	753.54	\$	0.642	\$	1,273.09	0.37	\$	733.71
1249-17	Peachtree Dr from Termini to Courtland Pkwy	331	\$	0.32	\$	105.92	\$	0.385	\$	127.44	\$	0.38	\$	125.78	\$	0.642	\$	212.50	0.37	\$	122.47
1250-01	Guerin Pass from Menard Dr to Radisson Dr	7,600	\$	0.32	\$	2,432.00	\$	0.385	\$	2,926.00	\$	0.38	\$	2,888.00	\$	0.642	\$	4,879.20	0.37	\$	2,812.00
1250-03	Guerin Ct from Termini to Guerin Pass	789	\$	0.32	\$	252.48	\$	0.385	\$	303.77	\$	0.38	\$	299.82	\$	0.642	\$	506.54	0.37	\$	291.93
1250-07	Marin Way from Courtland Pkwy to Radisson Dr	3,234	\$	0.32	\$	1,034.88	\$	0.385	\$	1,245.09	\$	0.38	\$	1,228.92	\$	0.642	\$	2,076.23	0.37	\$	1,196.58
1250-08	Menard Dr from Termini to Nicolet Dr	11,097	\$	0.32	\$	3,551.04	\$	0.385	\$	4,272.35	\$	0.38	\$	4,216.86	\$	0.642	\$	7,124.27	0.37	\$	4,105.89
1251-05	Jessica Ct from Termini to Maryknoll Dr	1,357	\$	0.32	\$	434.24	\$	0.385	\$	522.45	\$	0.38	\$	515.66	\$	0.642	\$	871.19	0.37	\$	502.09
1251-06	Marquette Dr from Guerin Pass to Maryknoll Dr	6,420	\$	0.32	\$	2,054.40	\$	0.385	\$	2,471.70	\$	0.38	\$	2,439.60	\$	0.642	\$	4,121.64	0.37	\$	2,375.40
1251-08	Maryknoll Dr from Nicolet Dr to Sunny Slope Rd	4,833	\$	0.32	\$	1,546.56	\$	0.385	\$	1,860.71	\$	0.38	\$	1,836.54	\$	0.642	\$	3,102.79	0.37	\$	1,788.21
1251-10	Skyline Dr from Marquette Dr to Maryknoll Dr	4,487	\$	0.32	\$	1,435.84	\$	0.385	\$	1,727.50	\$	0.38	\$	1,705.06	\$	0.642	\$	2,880.65	0.37	\$	1,660.19
1251-11	Jennifer Ct from Termini to Sunny Slope Rd	1,200	\$	0.32	\$	384.00	\$	0.385	\$	462.00	\$	0.38	\$	456.00	\$	0.642	\$	770.40	0.37	\$	444.00
1252-14	Marquette Dr from La Salle Dr to Nicolet Dr	2,795	\$	0.32	\$	894.40	\$	0.385	\$	1,076.08	\$	0.38	\$	1,062.10	\$	0.642	\$	1,794.39	0.37	\$	1,034.15
1252-15	Marquette Dr from Termini to Menard Dr	4,969	\$	0.32	\$	1,590.08	\$	0.385	\$	1,913.07	\$	0.38	\$	1,888.22	\$	0.642	\$	3,190.10	0.37	\$	1,838.53
1252-16	Marquette Dr from Nicolet Dr to 124Th St	665	\$	0.32	\$	212.80	\$	0.385	\$	256.03	\$	0.38	\$	252.70	\$	0.642	\$	426.93	0.37	\$	246.05
1252-17	Nicolet Dr from Barbary Ct to Termini	7,802	\$	0.32	\$	2,496.64	\$	0.385	\$	3,003.77	\$	0.38	\$	2,964.76	\$	0.642	\$	5,008.88	0.37	\$	2,886.74
1252-22	Joliet Cir from La Salle Dr to 124Th St	2,149	\$	0.32	\$	687.68	\$	0.385	\$	827.37	\$	0.38	\$	816.62	\$	0.642	\$	1,379.66	0.37	\$	795.13
Section 26																					
1253-08	Small Rd from Moorland Rd to 906 ft E of																				

2024 ROADWAY MAINTENANCE
JOINT, CRACK CLEANING &
SEALING PROJECT

CONTRACT RD-24-02

CITY OF NEW BERLIN

City of New Berlin
Engineering Services Division
3805 S. Casper Drive
New Berlin, WI 53151
(262) 797-2445

SPECIFICATIONS
AND
CONTRACT DOCUMENTS
FOR

RD-24-02

2024 ROADWAY MAINTENANCE JOINT,
CRACK CLEANING & SEALING
PROJECT

CITY OF NEW BERLIN, WISCONSIN

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CONTRACT RD-24-02

CITY OF NEW BERLIN, WISCONSIN

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**PROJECT NO. RD-24-02
2024 ROADWAY MAINTENANCE JOINT,
CRACK CLEANING & SEALING PROJECT**

New Berlin, Wisconsin

ADVERTISEMENT FOR BIDS

BID OPENING: The City of New Berlin hereby gives notice that sealed bids will be received by the City Clerk, City Hall, 3805 S. Casper Drive, New Berlin, WI, until 10:00 a.m., local time, on Wednesday, March 6, 2024, for the 2024 Roadway Maintenance Joint, Crack Cleaning & Sealing Project. Bids will be opened and publicly read aloud immediately after the specified closing time. Interested parties are invited to attend. Bids submitted after this time will not be accepted.

BIDDING DOCUMENTS: Complete digital project bidding documents are available at <http://tinyurl.com/NewBerlinBids> or www.questcdn.com. You may download the digital plan documents for \$22 by inputting Quest project #8915561 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. No paper plan sets will be provided. Please contact Lucas Pichler at 262-797-2453 if you have any questions.

LEGAL PROVISIONS: The Contract letting shall be subject to the provisions of Sections 62.15, 66.0901, 66.0903, and 779.15 of the Wisconsin Statutes. In accordance with Section 16.856 of the Wisconsin Statutes, prevailing wage is not applicable to this project.

BIDDERS PROOF OF RESPONSIBILITY: Each prime Contractor submitting a bid shall have on file a Bidders Proof of Responsibility Statement with the City Clerk on or before the date and time set for the Bid Opening.

BID SECURITY: Bid security in the amount of not less than 5% of the bidder's maximum bid price and in the form of a bid bond, certified check or cashiers check (payable to the City of New Berlin) is required with the bid.

RIGHT TO REJECT BIDS: The City reserves the right to reject any and all bids, the right to waive irregularities and informalities in bidding, the right to disregard all nonconforming, non-responsive, unbalanced or conditional bids, and the right to accept the bid which best serves the interests of the City.

CONTRACT SECURITY: The bidder to whom a Contract is awarded shall furnish Payment & Performance Bonds for the full amount of the Contract within 10 days of award or execution of the Contract. The Performance and Payment Bonds shall contain a provision to increase the Performance and Payment Bonds by the amount of any change orders that might increase the amount of the Contract price. If such bidder fails to execute and file such Contract, Performance and Payment Bonds, within the ten day period, the check, bond, or bank draft accompanying the bid shall be forfeited to the City of New Berlin as liquidated damages.

BID WITHDRAWAL: The City reserves the right to postpone the award of the contract and no bids shall be withdrawn for a period not exceeding 60 days after the date and time set forth in the Bid Opening. The City further reserves the right to retain the bid security of the three (3) lowest bidders during that time.

DESCRIPTION OF WORK: The project to be bid on a square yard basis consists of furnishing all labor, equipment, and materials necessary for cleaning, routing and sealing cracks in selected asphalt roadways. The work of sealing cracks is to start no later than June 3, 2024 and be completed by September 27, 2024. Approximately 458,000 square yards of roadways are included in the Base Bid.

Published by authority of the City of New Berlin, Engineering Services, a Division of the Department of Community Development, Tamara Simonson, City Engineer.

City of New Berlin
3805 S. Casper Drive
New Berlin, WI 53151
Waukesha County

Rubina Medina, City Clerk

David Ament, Mayor

PUBLISH: Wednesday, February 14, 2024
 Wednesday, February 21, 2024

SUBCONTRACTOR LIST

The following Subcontractors will be utilized for portions of the Project Work (only list those > \$1,000). Changes shall not be made subsequent to the Bid unless the change(s) is approved by the City.

[illegible]

BIDDER'S QUALIFICATION STATEMENT - CONFIDENTIAL

Submitted to: **City of New Berlin**

Date:

RE: SUBMISSION OF PREQUALIFICATION FORMS FOR THE YEAR

Gentlemen & Ladies:

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 skill on the basis of our work record, experience, equipment and staff as required to enter upon and complete those. various types of projects indicated below as may be awarded by the municipality during the current year.

It is understood that the determination 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 that the Municipality expressly reserves the right to review and reserve its findings on later projects.

Sincerely,

Signature

Printed Name

PRE-QUALIFICATION STATEMENT- CONFIDENTIAL DATA

TO: CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN

There is submitted herewith for your consideration, pursuant to Section 66.29, Wisconsin Statutes, a Statement of Qualifications of the undersigned to furnish the necessary labor, materials, equipment and skills required to enter upon the complete public works contract to be let by the Municipality through its several departments.

IDENTIFICATION

Official Firm Name _____

Mailing Address: _____

Telephone No. (____) _____

Fax No. (____) _____

Number of Years in Business under Present Firm Name: _____

Classification of Work for Which Your Firm is seeking Qualification:

CITY OF NEW BERLIN
PRE-QUALIFICATION STATEMENT
IDENTIFICATION SECTION

Please CHECK Type of Firm Organization:

- ☐ Corporation
☐ Partnership
☐ Individual
☐ Joint – Venture

List Principle Individual Names:

(IF Individual, Answer Below)

Sole Trader _____

(IF Partnership, Answer Below)

Partner _____

Partner _____

(IF Corporation, Answer Below)

President _____

Vice-President _____

Secretary _____

Treasurer _____

Licensed to do business in Wisconsin on _____

In what State Incorporated _____ When _____

EXPERIENCE

Tabulation of Major Contracts (over \$25,000) which the Firm has
completed during past 5 Years

Year	Class of Work	Amount	Location of Work	For Whom Performed & Contact Name/Phone

Tabulation of Construction Experience of Principle Individuals in Organization

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

List Below Major Pieces of Equipment Owned (or Leased) and
Available when needed for the Proposed Work

Item Description	Qty	Size/ Capacity/ Etc	Condition (Good or Fair)	Years of Service

CONTRACTUAL RESPONSIBILITY

List the trade and percentage of work normally performed with your own work force

Trade	Percentage of Work

Have you (or your Firm) ever failed to complete any work awarded to you?

☐ Yes

☐ No

If so, state: when, where, and why:

When	Where	Why

Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete on time a construction contract?

☐ Yes

☐ No

If so, state: firm name(s), when, where, and why:

Firm Name(s)	When	Where	Why

CITY OF NEW BERLIN
PRE-QUALIFICATION STATEMENT
CONTRACTUAL RESPONSIBILITY SECTION

Have you (or firm) asked to be relieved from a bid submitted by it to a public awarding authority during the past ten years?

☐ Yes

☐ No

If so, state: when, where, and why:

When	Where	Why

Have you (firm) been charged with or convicted of a violation of any wage schedule?

☐ Yes

☐ No

If so, state: when, where, and why:

When	Where	Why

List those projects that you (or firm) expect to have in progress at the time of the major performance period for this project:

Project	Location

BONDING RESPONSIBILITY

Name(s) and address of bonding company(ies) which generally execute Bid and Surety bonds:

Name	Address

Name(s) and addresses of all bonding companies other than those listed above, which have written Bid and Surety bonds for your firm during the last five (5) years:

Name	Address

Has any bonding company ever taken over a contract or make any payments, because of your firm's failure to carry out a contract?

☐ Yes

☐ No

If so, state: when, where, and why.

When	Where	Why

List current limits of bonding capacity: _____

List your current average bond premium cost: _____ %

CONTRACTOR'S FINANCIAL STATEMENT

Attach your Statement of Financial Conditions, including the latest regular dated financial statement or balance sheet, which must contain the following items:

1. Current Assets: Cash joint-venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, materials, and prepaid expenses, net fixed assets, and other assets.

2. Current Liabilities: Accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owner, accrued salaries, accrued payroll taxes, other liabilities, and capital (stock, authorized and outstanding shares par values, and earned surplus).

Name of firm preparing statement: _____

Are any of the firm's assets assigned?

☐ Yes

☐ No

If so, state which are assigned and for what purpose they are assigned:

Assigned Asset	Purpose

GENERAL DATA

List below all previous work experience with the City of New Berlin:

Project	Trade	Year

Are you familiar with the provisions of the Agreement Form used by the City's?

- ☐ Yes
☐ No

Are you familiar with its terms and conditions?

- ☐ Yes
☐ No

Are you familiar with the City's specifications?

- ☐ Yes
☐ No

Are you familiar with the regulations of the City relating to bidding and awarding of contracts'?

- ☐ Yes
☐ No

AFFIDAVIT

STATE OF WISCONSIN

_____ } ss
_____ County

_____, being duly sworn, deposes and says
that he is the _____ (Official
capacity/title) of the firm _____ and that the 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 City of New Berlin with any information deemed necessary to verify this
statement.

Subscribed and sworn to before me

This ____ day of _____, 20__

_____ Notary Public

_____ County, Wisconsin

My Commission Expires: _____

ATTACH
STATEMENT OF FINANCIAL CONDITIONS

City of New Berlin
JOINT, CRACK CLEANING & SEALING SPECIFICATIONS

A. SCOPE OF WORK

The work shall consist of cleaning, routing cracks and joints in asphalt pavements and sealing prepared cracks and joints with an approved sealing material.

B. GENERAL

Due to funding limitations, the City reserves the right to delete any of the work to satisfy the budget limitations. The Contractor will not receive extra compensation due to the deletion of any of the work, even if the amount deleted exceeds 15% of the original contract amount.

Work shall begin after a written "Notice To Proceed" has been received from the City Engineer. Work shall begin no later than **June 3, 2024** and shall be completed by **September 27, 2024**. A pre-construction meeting will be held prior to the start of the Work. The Contractor shall submit a detailed work schedule, and a sample resident notification signage at the pre-construction meeting.

The Contractor shall review his schedule and have material on-site in a timely manner to complete the project by the completion date. Any alterations to the schedule must be approved by the Owner. If the specified work under this contract is not satisfactorily completed by the mentioned date, the Contractor shall be penalized in the amount of two-hundred fifty (\$250.00) Dollars per calendar day until a satisfactory completion of the proposed work, and shall be disqualified from bidding on future crack sealing projects in the City of New Berlin.

Notice shall be given to the Engineering Services Division no less than 48 hours in advance to any crackfilling operation. The point of contact will be Lucas Pichler, Assistant City Engineer (262) 797-2453. Office hours are 8:00 A.M. to 4:30 P.M. Monday through Friday.

The Contractor shall provide advanced notification a minimum of 48 hours prior to any crack filling work on a particular street. Advanced notification shall be highly visible to drivers and property owners abutting the affected roadway. At a minimum, notices shall contain the Contractor's name, address, emergency contact information, and working dates. The Contractor's advanced notification plan shall be submitted and approved by the Owner prior to the start of the Work. All advanced notifications are considered incidental to the Contract, and will not be paid for separately.

The streets to be crackfilled are listed in the Proposal. For the convenience of the Contractor, maps of the various Sections of the City of New Berlin showing the roadways to receive crack sealing are attached in Appendix A. The provided maps are for reference only. In the event a discrepancy is found between the bid list and the maps, the bid list shall govern.

Under no circumstances on any street shall the lid/grate of any manholes, storm sewer, sanitary sewers, etc. be sealed shut.

On any street which has a paved or gravel shoulder, sealing operations shall extend to the outside edge of the paved surface.

C. MATERIALS

1. An elastic type, hot-pour sealer will be required. The joint sealer material shall meet the requirements of ASTM D 3405 or AAHTO M301. Deliver each lot or batch of sealing compound to the jobsite in the manufacturer's original sealed container. Mark each container with the manufacturer's name, batch or lot number, and the safe heating temperature. The Contractor shall furnish a complete written statement of the origin, composition and manufacture of any and all materials that are to be used in the work. Where sealing compound installation procedures or any part thereof are required to be in accordance with the manufacturer's recommendations, the Contractor shall submit catalogue data and copies of recommendations prior to the installation of the material(s).
2. The joint sealer material used shall be reheated in accordance with the Manufacturer's Specifications. Backer rod used in conjunction with this sealer shall be made of cellulose, cotton, or plastic foam. The backer rod shall withstand, without damage, the high temperatures inherent of the sealer. The diameter of the backer rod shall be one quarter (1/4") inch larger than the prepared crack opening and shall be installed to maintain its proper position during the pouring process.
3. A sample of sealant material to be used shall be submitted to the City Engineer. Each batch of sealing compound delivered to the job site shall be accompanied by the manufacturer's certification stating that the sealant meets the requirements of the specification.

D. EQUIPMENT

1. Routing equipment shall be mechanical and power driven, capable of cutting the joints and cracks to the required dimensions. The router must have in-line wheels and a cutting-head capable of following random cracks and should have depth control to insure consistent and accurate routing depths. Excessive spalling of the pavement surface will not be permitted. The inspecting engineer will determine if excessive spalling is present. Inspecting engineer will notify contractor and stop routing operations. Contractor shall make necessary adjustments to equipment to prevent additional spalling. City Engineer will be notified of the location and deploy the City of New Berlin Streets Department to make the necessary repairs. Contractor will be billed for the additional work performed by the City of New Berlin.
2. Two (2) air compressors shall be required during asphalt crack sealing operations. They must be of sufficient size to maintain a minimum air pressure of 120 psi and provide moisture-free and oil-free compressed air. One compressor shall be used on asphalt pavement with an air wand to blow out the cracks and clean off the road. The second shall be used with the heat lance. Note that one compressor is not of sufficient size to run both air wand and heat lance at the same time. It may be necessary to sweep up the router debris between air wand operations to keep debris out of the cracks.
3. Water cleaning equipment (if used on sawed concrete pavement joints) shall be capable of delivering 2,000 psi of water pressure to clean and remove loose material, and existing joint sealer from said joints or cracks.

4. Sand blasting equipment shall be capable of removing any existing sealant, saw slurry, silt or other foreign material from the vertical face of the cracks of joints to the specified depth, leaving a clean, dry, newly exposed surface.
5. The Contractor shall have sweeping equipment on site at all times to clean up debris and respond to dirt and dust complaints. Street sweeping debris shall be disposed of according to Wisconsin DNR requirements.
6. Equipment used for heating and placing the hot-pour sealant material shall be of the oil-jacketed, double-boiler type heating kettle, approved by the City Engineer, and be equipped with both agitation and re-circulation systems. The unit shall be capable of heating the material to 410 degrees F and pumping the material into the prepared cracks or joints with a wand applicator.

E. TRAFFIC CONTROL

1. All materials, equipment, labor, flag person(s) and traffic control devices shall be provided by the Contractor and shall be included in the unit price bid, unless otherwise noted. The Contractor shall install, erect, re-erect and mobilize traffic control devices in accordance with part VI of the Wisconsin Uniform Traffic Control Devices Manual and applicable City of New Berlin specifications.

F. CONSTRUCTION

1. Cleaning

- a. Crack cleaning and sealing shall be done only when the ambient air and pavement surface temperatures are above 40 degree F. When near the minimum and dropping, additional blow torch blasting and drying time, or both, shall be required to assure satisfactory bond between the sealant material and crack face.
- b. Cracks shall be clean and dried prior to sealing. Just prior to being filled, all cleaned cracks in asphalt shall be dried with a high capacity blowtorch. The entire crack reservoir shall be filled with sealant to a level even with the roadway surface. A narrow "U" shaped squeegee may be used on asphalt to aid in sealant placement.
- c. Cracks shall be sealed within three (3) working days after routing or sawing preparation.
- d. Following all crack routing and cleaning operations, the roadway shall be cleared of all debris. The roadway shall be cleared of debris within 48 hours of sealing operations by mechanical sweeping, or alternate method as approved by the City's contracted inspector.

2. Crack Type:

a. Class I Cracks

On asphalt streets, cracks which have an average opening of $\frac{3}{4}$ inch ($\frac{3}{4}$ ") or less shall be routed to provide a minimum sealant reservoir of $\frac{3}{4}$ inch ($\frac{3}{4}$ ") width by a nominal $\frac{3}{4}$ inch ($\frac{3}{4}$ ") depth.

b. Class II Cracks

Asphalt and Concrete joints and cracks which do not require routing or refacing shall be considered Class II cracks. Asphalt cracks which have an average opening greater than $\frac{3}{4}$ inch ($\frac{3}{4}$ ") will not require routing but they shall be thoroughly cleaned of all foreign material to a depth necessary to accommodate the sealer material and backer rod, if used. If backer rod is used, it shall be placed in the crack to a depth that provides at least $\frac{3}{4}$ inch ($\frac{3}{4}$ ") clearance above the backer rod for the sealer. The backer rod shall be dry when placed.

A Class I & II crack is also defined as a visible separation within the surface. There is no discernment between a partial crack and a true working crack. Both shall be cleaned, routed and sealed.

c. Previously Sealed Cracks

Previously sealed cracks that have not opened, and sealer is in good condition, do not need to be sealed. Previously sealed cracks that have opened, or where the sealant is in poor condition shall have loose sealant removed, and the cracks shall be resealed.

d. Block & Alligator Cracking

Areas of block cracking with blocks greater than 1-foot shall be cleaned and sealed similar to a Class I or Class II crack. Areas of alligator cracking shall have the outermost crack sealed. The remaining inner cracks are not required to be sealed. The City's Contracted inspector will make note of these areas and report to the City for repair outside of this Contract. Secondary cracks along longitudinal and transverse cracks shall be sealed.

e. Slippage Cracking

Areas of slippage cracking without loose pavement shall have cracks sealed. Slippage cracks with loose pavement do not need to be sealed. The City's Contracted inspector will make note of these areas and report to the City for repair outside of this Contract.

f. Curb & Gutter Flange Joint

On any street with concrete curb & gutter, all vegetation shall be removed and the vertical joint along the flange line, between the curb & gutter and pavement, shall be sealed. Joints in the concrete curb and gutter shall not be sealed.

g. Traffic Signal Loops

On any street with a traffic signal pavement loop, the buried loops shall not be sawed or routed. They shall be cleaned with air pressure only and filled with crack filler. Any traffic loop damaged by the Contractor shall be repaired by the City with all costs paid by the Contractor.

h. Driveway Joint

If a crack exists on an asphalt driveway along the edge of roadway pavement, the crack shall be sealed. The pavement transition joint on concrete driveways shall not be sealed.

3. Finishing:

Lanes may be opened to traffic only after the sealer has set sufficiently so it will not pick up under traffic. Glenzoi 20 Plus, biodegradable paper or approved equal shall be applied to all new sealant applied regardless of location. Under no circumstances shall the Contractor apply the paper before the sealer surface has set so as to avoid penetration of the liquid or paper into the sealer. Any crack which has paper penetrated into the sealer is unacceptable and will be required to be resealed by the Contractor.

At locations where crack sealant settles into the crack opening more than 1/8" below adjacent pavement, additional filling will be necessary. Any crack, which has crackfiller more than 1/8" above the pavement surface and deemed unacceptable by the contracted inspector, shall be resealed by the Contractor.

G. WORK RESTRICTIONS:

There are work restrictions on all City streets from 7:00 P.M. to 7:00 A.M. The Contractor shall work around restrictions such as morning and afternoon rush hour traffic, and special events in or around the construction area, and holidays.

The Contractor may store materials and equipment at his own risk in the Street Division Yard, 16550 National Avenue, with admittance restricted to weekdays from 7:00 A.M. to 7:00 P.M.

H. PAYMENT

Crack Routing, Cleaning and Sealing shall be paid for at the Square Yard unit price per Street. Payment shall be full compensation for all labor, equipment, materials, mobilization, traffic control and incidentals required for routing, cleaning and placing of the sealant as accepted by the Contracted Inspector.

The Contractor shall provide, to the Contracted Inspector, weekly status reports identifying roadways listed in the bid list that have been crack sealed. The Contracted Inspector shall review these reports and quantities, and recommend to the City the agreed upon quantities for payment.

I. GUARANTEE OF WORK

Contractor shall guarantee that the cracks sealed shall remain sealed through the following one (1) winter. The City Engineer shall identify areas of sealed cracks, and report to the Contractor those areas. The Contractor shall then return to the project site and repair the identified areas at no additional cost to the City. Contractor shall provide the City Engineer with three (3) working days advance notice of their expected return.

**CITY OF NEW BERLIN
RD-24-02**

**2024 ROADWAY MAINTENANCE JOINT, CRACK
CLEANING & SEALING PROJECT**

PROPOSAL

To the City of New Berlin
New Berlin, WI 53151

We hereby propose to furnish and deliver, Joint and Crack Cleaning and Sealing as per City of New Berlin specifications.

Having become familiar with the local conditions affecting the cost of the work and with the Contract Documents, including Advertisement for Bids, Form of Bonds, etc., Plans, Specifications, any Addenda and Exhibits issued and attached to the Contract Documents on file in the Office of the City Engineer of New Berlin, Wisconsin, the undersigned hereby proposes to perform everything required to be performed and to provide and furnish all the labor, materials, necessary tools, expendable equipment and all transportation services necessary to perform and complete in a workmanlike manner all of the work required for and the work described in the following Bidding Schedule, all in accordance with the Plans and Specifications for the sum set forth in the following Bidding Schedule:

Base Bid				
ID	Route	Quantity (SY)	Unit Cost	Total Cost
Section 2				
1157-01	Wildwood Dr from Greenfield Service Dr to Gatewood Ct	3,486		
1157-03	Woodside Dr from Greenfield Service Dr to Gatewood Dr	3,564		
1157-04	Green Ridge Ter from Greenfield Service Dr to Gatewood Dr	3,569		
1157-05	Clover Knoll Pl from Greenfield Service Dr to Gatewood Dr	2,135		
1157-06	Ranch Rd from Gatewood Ct to Greenfield Ave	3,791		
1157-07	Greenfield Service Dr from Ranch Rd to Sherwood Dr	4,279		
1157-08	Sherwood Dr from Greenfield Ave to Gatewood Ct	3,687		
1157-09	Gatewood Ct from Termini to Gatewood Dr	675		
1157-10	Gatewood Dr from Ranch Rd to Sunny Slope Rd	1,532		
1157-11	Gatewood Ct from Termini to Gatewood Dr	903		
1157-12	Gatewood Dr from Gatewood Ct to Gatewood Ct	3,784		
1157-16	Clover Knoll Pl from Greenfield Service Dr to Gatewood Dr	1,569		
1159-05	Woodview Ct from Termini to Parkside Dr	720		

1159-06	Woodview Dr from Woodland Dr to 184 ft E of Pickford Dr	1,065		
1159-09	Woodland Dr from Parkside Dr to 160 ft E of Chancel Ct	1,115		
1159-10	Parkside Dr from Woodview Ct to Lincoln Ave	4,434		
1159-11	Parkside Ct from Termini to Parkside Dr	597		
1159-16	Pickford Dr from 457 ft S of Rogers Dr to Woodview Dr	668		
1160-02	Crestview Dr from Sunny Slope Rd to Woodshire Dr	7,318		
1160-07	Lombardy Ln from Lincoln Ave to Meadowshire Dr	1,218		
1160-08	Meadowmere Pkwy from Crestview Dr to Woodland Dr	596		
1160-09	Meadowshire Dr from Termini to 253 ft E of Meadowshire Ct	3,423		
1160-11	Meadowshire Ct from Termini to Meadowshire Dr	767		
1160-16	Woodland Dr from Meadowmere Pkwy to Woodshire Dr	3,534		
Section 4				
1165-05	Ridgeway Rd from Termini to Greenfield Ave	877		
1165-10	Ridgeway Rd from Termini to Greenfield Ave	827		
Section 6				
1173-01	Court St from Termini to Twin Willows Dr	1,867		
1173-02	Downie Rd from Johnson Rd to Greenfield Ave	3,722		
1173-03	Laurie Ln from Termini to Downie Rd	1,786		
1173-04	Lilly Ln from Downie Rd to Court St	2,884		
1173-06	Twin Willows Dr from Termini to Downie Rd	3,643		
1174-01	Craftsman Dr from Termini to Greenfield Ave	4,730		
1174-02	Craftsman Dr from Termini to Termini	3,364		
Section 10				
1191-05	Ryerson Rd from 166Th St to Calhoun Rd	8,058		
1192-02	Ryerson Rd from 166Th St to Moorland Rd	12,545		
Section 11				
1160-06	Lincoln Ave from Sunny Slope Rd to Woodshire Dr	8,008		
1193-07	Brookland Rd from Lincoln Ave to Cleveland Ave	6,519		
1195-01	Acredale Rd from Termini to Cleveland Ave	3,304		
1195-03	Fleetwood Ln from Termini to 149Th St	1,747		
1195-06	149Th St from Dakota St to Brookside Pkwy	3,254		
1196-01	Brian Rd from Termini to Dakota St	2,514		
1196-02	Connie Ln from Dakota St to Maylore Dr	1,694		
1196-03	Dakota St from Brian Rd to Sunny Slope Rd	5,598		
1196-04	Dakota St from Brian Rd to 149Th St	2,580		
1196-05	Dianne Dr from Brian Rd to Franklin Dr	1,281		

1196-06	Dianne Dr from Brian Rd to Franklin Dr	1,392		
1196-09	Fieldpointe Dr from Fairfield Dr to Sunny Slope Rd	7,967		
1196-11	Fieldpointe Ct from Termini to Fieldpointe Dr	659		
1196-12	Franklin Dr from Brian Rd to Cleveland Ave	3,546		
1196-13	Franklin Ct from Termini to Franklin Dr	442		
1196-14	Maylore Dr from Dakota St to 145Th St	3,818		
1196-20	Tammy Ln from Termini to Dakota St	955		
Section 12				
1198-10	134Th St from 133Rd St to Cleveland Ave	5,895		
1199-03	Fieldpointe Dr from Fountain Dr to Sunny Slope Rd	3,912		
Section 14				
1205-01	Glen Meadow Dr from Termini to Glen Park Rd	991		
1205-02	Glen Park Rd from National Ave to Redwood Dr	5,900		
1205-03	Glen Park Ct from Termini to Glen Park Rd	699		
1205-04	Glen Park Ct from Termini to Glen Park Rd	768		
1205-05	Glen Park Ct from Termini to Glen Park Rd	753		
1205-06	Janice Pl from 145Th Ct to 147Th St	2,750		
1205-07	Nettesheim Ln from Glen Park Rd to Termini	1,077		
1205-08	Oklahoma Ave from Termini to Oklahoma Ct	3,508		
1205-09	Tiffany Pl from Termini to Sunny Slope Rd	2,196		
1205-10	145Th St from Fairfield Dr to Janice Pl	3,137		
1205-11	146Th St from Janice Pl to Oklahoma Ave	3,128		
1205-12	147Th St from Oklahoma Ave to National Ave	4,331		
1206-05	Janice Pl from 147Th St to Acredale Dr	1,682		
1206-10	Oklahoma Ave from 147Th St to 149Th St	1,221		
1206-11	Oklahoma Ct from Termini to Oklahoma Ave	700		
1206-21	149Th St from Janice Pl to Manor Dr	4,106		
1208-03	Butternut Trl from Glen Park Rd to Cottonwood Rd	2,101		
1208-04	Cedar Trl from Glen Park Rd to Cottonwood Rd	1,745		
1208-05	Cottonwood Rd from Butternut Trl to Wilbur Dr	2,517		
1208-14	Redwood Dr from McIntosh Ct to Glen Park Rd	1,712		
1208-15	Redwood Dr from Glen Park Rd to Cottonwood Rd	1,814		
Section 19				
1224-01	Swartz Rd from Coffee Rd to Beeheim Rd	12,930		
1228-02	Lawnsdale Ct from Termini to Lawnsdale Rd	228		
Section 22				
1238-02	Observatory Rd from Crescent Dr to National Ave	1,284		
1238-06	Crescent Dr from Mary Ross Dr to Observatory Rd	2,502		
1238-07	Observatory Rd from Calhoun Rd to 247 ft E of Calhoun Rd	55		
1239-06	Harland Dr from Mary Ross Dr to Homestead Dr	2,323		
1239-08	Hearthside Dr from Termini to Caldwell Dr	5,881		

1239-09	Heatherly Dr from Mary Ross Dr to Crescent Dr	2,711		
1239-10	Homestead Dr from Hearthside Dr to Calhoun Rd	2,928		
1239-11	Marietta Dr from Termini to Mary Ross Dr	919		
1239-12	Mary Ross Dr from Crescent Dr to Crescent Dr	5,057		
1239-13	Melody Dr from Hearthside Dr to Caldwell Dr	2,697		
1239-15	Salentine Dr from Caldwell Dr to Calhoun Rd	5,111		
1239-16	Mary Ross Dr from Crescent Dr to Calhoun Rd	4,316		
Section 24				
1245-08	Greenlawn Ter from Howard Ave to Victoria Cir	2,309		
1245-10	Scarborough Dr from Weatherstone Blvd to Victoria Cir	5,889		
1245-13	Scarborough Ct from Scarborough Dr to Scarborough Dr	566		
1245-15	Stonewood Rd from Termini to Termini	2,180		
1245-19	Victoria Ct from Termini to Victoria Cir	5,314		
1245-20	Victoria Cir from Cold Spring Rd to Scarborough Dr	6,833		
1245-23	Weatherstone Blvd from Victoria Cir to Cold Spring Rd	4,900		
1245-24	Weatherstone Blvd from Scarborough Dr to Victoria Cir	14,331		
1245-30	Woodhill Ln from Howard Ave to Termini	3,227		
1245-36	Victoria Cir from Stonewood Rd to Scarborough Dr	1,805		
1246-02	Avon Dr from Linfield Dr to Wembly Dr	4,114		
1246-03	Harcove Dr from Scarborough Dr to Avon Dr	805		
1246-04	Linfield Dr from Coventry Rd to Wilshire Dr	3,249		
1246-11	Wembly Dr from Termini to Howard Ave	4,042		
1246-12	Wembly Ct from Termini to Wembly Dr	1,194		
1246-13	Wembly Ct from Wembly Dr to Termini	601		
1246-14	Wilshire Dr from Wembly Dr to Cold Spring Rd	5,734		
1246-15	Wilshire Ct from Termini to Wilshire Dr	1,187		
1247-01	Armour Ave from Sun Valley Dr to Van Norman Ave	1,997		
1247-02	Armour Ct from Termini to Armour Ave	524		
1247-06	Maria Dr from Maple Ridge Rd to Maria Ct	4,384		
1247-07	Maria Dr from Somerset Dr to Maria Ct	638		
1247-08	Maria Ct from Termini to Maria Dr	717		
1247-09	Mary Ln from Van Norman Ave to Sun Valley Dr	1,312		
1247-23	Armour Ave from Sun Valley Dr to Van Norman Ave	911		
Section 25				
1249-03	Cherrytree Ln from Magellan Dr to La Salle Dr	2,947		
1249-13	Jonathan Ln from Radisson Dr to Cherrytree Ln	3,093		
1249-16	Peachtree Dr from Termini to Courtland Pkwy	1,983		

1249-17	Peachtree Dr from Termini to Courtland Pkwy	331		
1250-01	Guerin Pass from Menard Dr to Radisson Dr	7,600		
1250-03	Guerin Ct from Termini to Guerin Pass	789		
1250-07	Marin Way from Courtland Pkwy to Radisson Dr	3,234		
1250-08	Menard Dr from Termini to Nicolet Dr	11,097		
1251-05	Jessica Ct from Termini to Maryknoll Dr	1,357		
1251-06	Marquette Dr from Guerin Pass to Maryknoll Dr	6,420		
1251-08	Maryknoll Dr from Nicolet Dr to Sunny Slope Rd	4,833		
1251-10	Skyline Dr from Marquette Dr to Maryknoll Dr	4,487		
1251-11	Jennifer Ct from Termini to Sunny Slope Rd	1,200		
1252-14	Marquette Dr from La Salle Dr to Nicolet Dr	2,795		
1252-15	Marquette Dr from Termini to Menard Dr	4,969		
1252-16	Marquette Dr from Nicolet Dr to 124Th St	665		
1252-17	Nicolet Dr from Barbary Ct to Termini	7,802		
1252-22	Joliet Cir from La Salle Dr to 124Th St	2,149		
Section 26				
1253-08	Small Rd from Moorland Rd to 906 ft E of Moorland Rd	2,516		
1253-10	Forest Ridge Dr from Lindenwood Dr to Beloit Rd	1,763		
1253-12	Walnut Ct from Termini to Forest Ridge Dr	665		
1256-04	Grange Ave from Sunny Slope Rd to Moorland Rd	3,356		
Section 28				
1264-03	Jacqueline Dr from Termini to Majors Dr	2,450		
1264-08	Steven Dr from Termini to Majors Dr	1,742		
Section 31				
1274-15	Tartan Ct from Termini to Edinburgh Dr	563		
1275-01	Aberdeen Dr from Termini to Glengarry Rd	5,435		
1275-04	Tolbert Dr from Termini to Termini	2,689		
Section 32				
1277-01	Glenwood Ln from Termini to Termini	2,453		
1277-02	Highland Dr from Termini to Racine Ave	2,140		
1277-03	Highland Dr from Termini to Vista Dr	1,145		
1277-04	Timberlane Rd from Termini to Termini	4,762		
1277-05	Vista Dr from Termini to Highland Dr	4,859		
1277-06	Vista Ct from Termini to Vista Dr	879		
1277-07	Terrace Dr from Timberlane Rd to Racine Ave	1,941		
Section 34				
1286-01	Shadow Dr from Termini to Calhoun Rd	4,474		
1286-02	Sundown Dr from Sundown Dr to Small Rd	2,709		
1286-03	Sundown Ct from Termini to Sundown Dr	949		
Total		457,599		

Write Out Total: _____

VENDOR PROPOSED MATERIAL & HEATING EQUIPMENT:

Manufacturer/Model # of Heating Equipment:

Manufacturer/Name of Joint Sealer Material:

ASTM Specifications:

Federal Specifications:

The calculated quantities shown are to the nearest Square Yard and are solely for the purpose of facilitating the comparison of Bids. Contractor's compensation will be computed upon the basis of the actual quantities in the completed work, whether they are more or less than those shown. In the event contract costs exceed budget amounts, the City reserves the right to adjust contract quantities to meet its best interests, including elimination line item(s), if necessary. Increases to the contract shall be a negotiated price - based on the average unit bid prices per square yards of pavement. The contract will be awarded to the Bid considered most advantageous to the City of New Berlin.

Accompanying this Proposal is a (Certified Check) (Bid Bond) (Bank Draft) in the amount of Five Percent (5%) of amount bid payable to the City of New Berlin, Wisconsin, which (protects) it is agreed will be forfeited to said City of New Berlin if the Undersigned failed to execute the Contract in conformity with the Form of Contract incorporated in the Contract Document, and furnish bond as specified within ten days from the notifications of the award of the Contract to the undersigned.

In submitting this Proposal, it is understood and agreed by the undersigned that the right is reserved by the Owner to reject any or all proposals. It is further understood and agreed that this Proposal may not be withdrawn for a period of (60) sixty days from the opening thereof.

If awarded a Contract under this Proposal the undersigned agrees to start work within ten (10) calendar days after the receipt from the Owner of a formal Notice to Proceed. The undersigned further agrees to commence work at the site on a date to be specified in a written order from the Owner, which date will not be prior to that established by the calendar days stated above, except by mutual agreement between the undersigned and the Owner, and agrees to fully complete all work covered by September 27, 2024. The undersigned understands and agrees that the Owner reserves the right to defer issuance of a written order to commence work for a period not to

exceed thirty (30) days after the date herein established by the undersigned as a proposed starting date.

The Contractor hereby declares that he has read each and every stipulation within the "Specifications" including all Codes referred to, and that he fully understands them and that he hereby agrees to faithfully comply therewith.

It is agreed that if the Contractor is permitted to finish the work after the time stated in this Proposal, the City of New Berlin may deduct from any money due the Contractor a sum of 250.00 dollars for every calendar day beyond the above specified time which shall elapse before the work is satisfactorily completed unless a written extension is approved by the City Engineer.

DATE

FIRM NAME

BY: _____

TITLE

BY: _____

TITLE

OFFICIAL ADDRESS

NOTE: Bidders should not add any conditions or qualifying statements to this bid as otherwise the bid may be declared irregular as being not responsive to the Advertisement for Bids.

**2024 ROADWAY MAINTENANCE JOINT, CRACK
CLEANING & SEALING CONTRACT
RD-24-02**

This Contract made this _____ day of _____, 2024, by and between _____, herein called the "Contractor", and the City of New Berlin, a municipal corporation, located in Waukesha County, Wisconsin, herein called the "Owner".

WITNESSETH: That the Contractor and the Owner for the consideration stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish all the labor, materials, equipment, necessary tools, expendable equipment, insurance provided by the specifications, contributions to social security and all utility and transportation service required to perform and complete in a workmanlike manner the projects as defined in these contract documents, all in strict accordance with the specifications and in strict compliance with the Contractor's proposal and other contract documents, herein mentioned as component parts of this contract. The Contractor shall do everything required by this contract and other documents constituting a part thereof and in the manner specified therein.

The anticipated Contract Award date and Notice to Proceed date for this Contract will be **April 22, 2024**. The City of New Berlin is requesting that the work start no later than **June 3, 2024** and be completed by **September 27, 2024**.

ARTICLE II. CONTRACT PRICE

Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the approved not to exceed Contract price of _____.

The above total shall be the basis for establishing the amount of the performance bond.

PAYMENT

The Contractor shall review pay quantities with the City Engineer on a minimum bi-weekly basis. No more than two weeks shall pass between when the work has taken place and the quantity verification between the City Engineer and Contractor. If more than two weeks pass, the quantities as determined by the City Engineer shall be conclusive.

The Owner will retain 5% of the estimate of the value of the Work or Contract until 50% of the Work is completed. If the Work has been 50 percent completed as determined by the City Engineer, and if the character and progress of the Work have been satisfactory to the City Engineer, Owner, on recommendation of the City 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 prior to Substantial Completion will be in an amount equal to 100 percent of the Work completed less the aggregate of payments previously made and the retainage calculated. If the Work is certified as unsatisfactory by the City Engineer, Owner will continue to retain part of the

payments up to 10% of the value of the Work completed.

Owner, in case the work under this contract is not completed within the time required, or within an extended time approved in writing by the Owner, is authorized to take charge of the work and finish it at the expense of the Contractor and his sureties and to apply the amounts retained from estimates to the completion of the work.

The final payment shall be made within 60 days after completion and acceptance of the work included in this contract and all payments shall be due when certificates are issued for them. However, the owner may withhold payments prior to final acceptance of the work for reasons set forth in the general or special specifications.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT

This Contract consists of the following component parts, all of which are as fully a part of it as if set out verbatim herein, or, if no attached, as if the same were hereto attached.

- Advertisement for Bids
- Subcontractor List
- Bidder's Qualification Statement
- Subcontractor's Qualification Statement
- City of New Berlin Standard Specifications for Joint, Crack Cleaning & Sealing
- Bid Proposal
- Contract
- Bid Bond
- Section Maps Showing the Locations for Crack Sealing
- State of Wisconsin Standard Specifications for Highway and Structure Construction, Current Edition.

The Contract Documents form a complete unit and requirements called for by one as binding as if called for by all. In case of conflict between plans and specifications, the specifications shall govern. Special provisions shall control over general conditions. City of New Berlin Standard Specifications for Roadway Construction shall control over State of Wisconsin Standard Specifications for Highway and Structure Construction.

ARTICLE IV. PAYMENT FOR LABOR AND MATERIAL

In accordance with Section 16.856 of the Wisconsin Statutes, prevailing wage is not applicable to this project.

ARTICLE V. OBSTRUCTION OF STREETS

If the Contractor shall in any manner obstruct a street or sidewalk, he shall put up and maintain barriers and lights to prevent accidents, and shall be liable for all damages caused by failure to do so; and such Contractor shall further be liable for all damages caused by the negligent digging up of the streets, alleys, or public grounds or which may result from his carelessness in the execution of such work (Section 62.15 (11), Wisconsin Statutes). The Contractor shall also be bound by any further requirements of the specifications on this point.

ARTICLE VI. CONTRACT BOND

At the time that the Contract is executed, the Contractor shall furnish to the Owner a performance/labor and material payment bond in the amount of 100% of the Contract price issued by a surety company licensed to do business in this state conditioned for the faithful performance of the contract and the payment to every person entitled thereto of all claims for labor performed and materials furnished under the Contract to be used or consumed in making the public improvement or performing the public work as provided in the contract and as specified in the contract all as required by Section 289.14 (1), Wisconsin Statutes.

ARTICLE VII. ENDORSEMENT OF INSURANCE

Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the Contractor receiving payment under this Contract shall be the sole responsibility of the Contractor. The Contractor shall be required to carry insurance coverage of the type and with the minimum limits set forth below. The Contractor shall be solely responsible to meet Contractor insurance needs as specified below during the terms of this Contract or any extension thereof.

General Liability:

General Aggregate	\$2,000,000
Products Comp/Ops Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000
Each occurrence	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 5,000

Automobile Liability:

CSL	\$1,000,000
Bodily Injury (Per Accident)	\$1,000,000
Property Damage (Per Accident)	\$1,000,000

Umbrella Liability:

Umbrella Form - Each Occurrence	\$2,000,000
Umbrella Form - Aggregate	\$2,000,000
Self-Insured Retention	\$ 10,000

Workers' Compensation and Employers' Liability

Each Accident	\$ 500,000
Disease Policy Limit	\$1,000,000
Disease Each Employee	\$ 500,000

The Contractor shall not commence work until he has obtained all insurance required by the City of New Berlin. A Policy Endorsement shall be signed by an authorized Principal of the Insurer and provided to the City Engineer as evidence thereof naming the City as an additional insured and showing the Contractor is covered by the above required types and amount of insurance, providing for a thirty (30) day written notice to the City prior to change, termination or cancellation. Such notice provisions shall be stated in the unconditional affirmative. Phrases such as "shall endeavor to notify" are unacceptable and shall be rejected. The additional insurance must be on a primary and noncontributory basis.

ARTICLE VIII. INDEMNIFICATION

To the fullest extent allowable by law, the Contractor hereby indemnifies and shall defend and hold harmless the City, its elected and appointed officials, officers, employees, or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of an act, omission, fault, or negligence, whether active or passive, of the Contractor, its' subcontractors or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the City. The Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City or of the City's representatives. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City, or any of its directors, officers, employees, or authorized representatives or volunteers by an employee of the Contractor, and subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Firm or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in the Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located.

The Contractor shall reimburse the City, or any of its directors, officers, employees, or authorized representative or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, or any of its directors, officers, employees, or authorized representative or volunteers.

ARTICLE IX. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of the Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, upon payment of any amounts properly due the Contractor, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the Contractor under this Contract shall, at the option of City, become the property of the City. Notwithstanding the above, the Contractor shall not be relieved of liability to

the City for damages sustained by the City, and City may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to the City from the Contractor is determined. If through no fault of the Contractor, the City shall fail to fulfill in a timely and proper manner, its obligations under this Contract, or if the City shall violate any of the covenants, agreements or stipulations of the Contract, the Contractor shall thereupon have the right to terminate this Contract by giving written notice to the City of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

ARTICLE X. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time for any reason by giving at least ten (10) day notice in writing from the City to the Contractor. If the Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the Contractor covered by this Contract, less payments for such services as were previously made plus all reimbursed expenses payable under this Contract. If this Contract is terminated due to the fault of the Contractor, Section X thereof, relative to termination, shall apply.

ARTICLE XI. CHANGES

The City may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to the Contract. Further, if in the Contractor's opinion, said changes involve work not included in the terms or scope of services of this Contract, the Contractor must notify the City in writing if it is believed that extra compensation or additional time allowance is warranted. Such notification shall include the justification for extra compensation and the estimated amount of additional fee requested. The City shall review the Contractor's submittal and, if acceptable, will approve a change order as an amendment to this Contract. Work under a change order shall not proceed until so authorized by the City. Such change orders shall include appropriate time extensions when warranted.

ARTICLE XII. OPEN RECORDS REQUIREMENTS

Notwithstanding any other clause written herein, Contractor understands and agrees that the City is a municipal entity and is therefore subject to the open records law of the State of Wisconsin. Wis. Stat. sec. 19.36(3) requires governmental entities to make available for inspection and copying any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any of the documentation pertaining to this agreement, then Contractor shall provide the information as requested and charge no more than the cost to copy said information.

ARTICLE XIII. MISCELLANEOUS

- A. Terms used in this Contract are as defined in the General Conditions.
- B. 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, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations), 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.

- C. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives, to the other party hereto in respect of all covenants, agreements and obligations set forth in the Contract documents.
- D. 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.
- E. Notwithstanding any other clause written herein, Contractor understands and agrees that Owner is a municipal entity and is therefore subject to the open records law of the State of Wisconsin. Wis. Stat. sec. 19.36(3) requires governmental entities to make available for inspection and copying any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any of the documentation pertaining to this agreement, then Contractor shall provide the information as requested and charge no more than the cost to copy said information.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three original counterparts the day and year first above written.

Contractor

Address

(SEAL)
ATTEST:
By: _____

By: _____

Title

CITY OF NEW BERLIN

By: _____
Mayor

(SEAL)
ATTEST:

By: _____
Clerk

Provision has been made to pay the liability that will accrue under this Contract.

Approved as to form:

By: _____
Treasurer

City Attorney

Date: _____

Date: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as principal, and
_____ as Surety, are hereby
held and firmly bound unto City of New Berlin as Owner in the penal sum of
_____ for the payment of which, well and truly to be made, we hereby jointly and
severally bind ourselves, successors and assigns. Signed, this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to City of New Berlin a
certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the
2024 Roadway Maintenance Joint, Crack Cleaning & Sealing Contract RD-24-02, City of New Berlin.

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish bonds for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

By:

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 amended) and be authorized to transact business in the state where the project is located.

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):
Business):

SURETY (Name and Address of Principal Place of

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company:

SURETY

Signature: _____ (Seal)
Name and Title:

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

SURETY

Signature: _____ (Seal)
Name and Title:

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, of the Default. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract.; and
 - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 - 2 **Deny liability in whole or in part and notify Owner citing reasons therefor.**
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the

Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

PAYMENT BOND

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

CONTRACTOR (Name and Address):
of Business):

SURETY (Name and Address of Principal Place

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

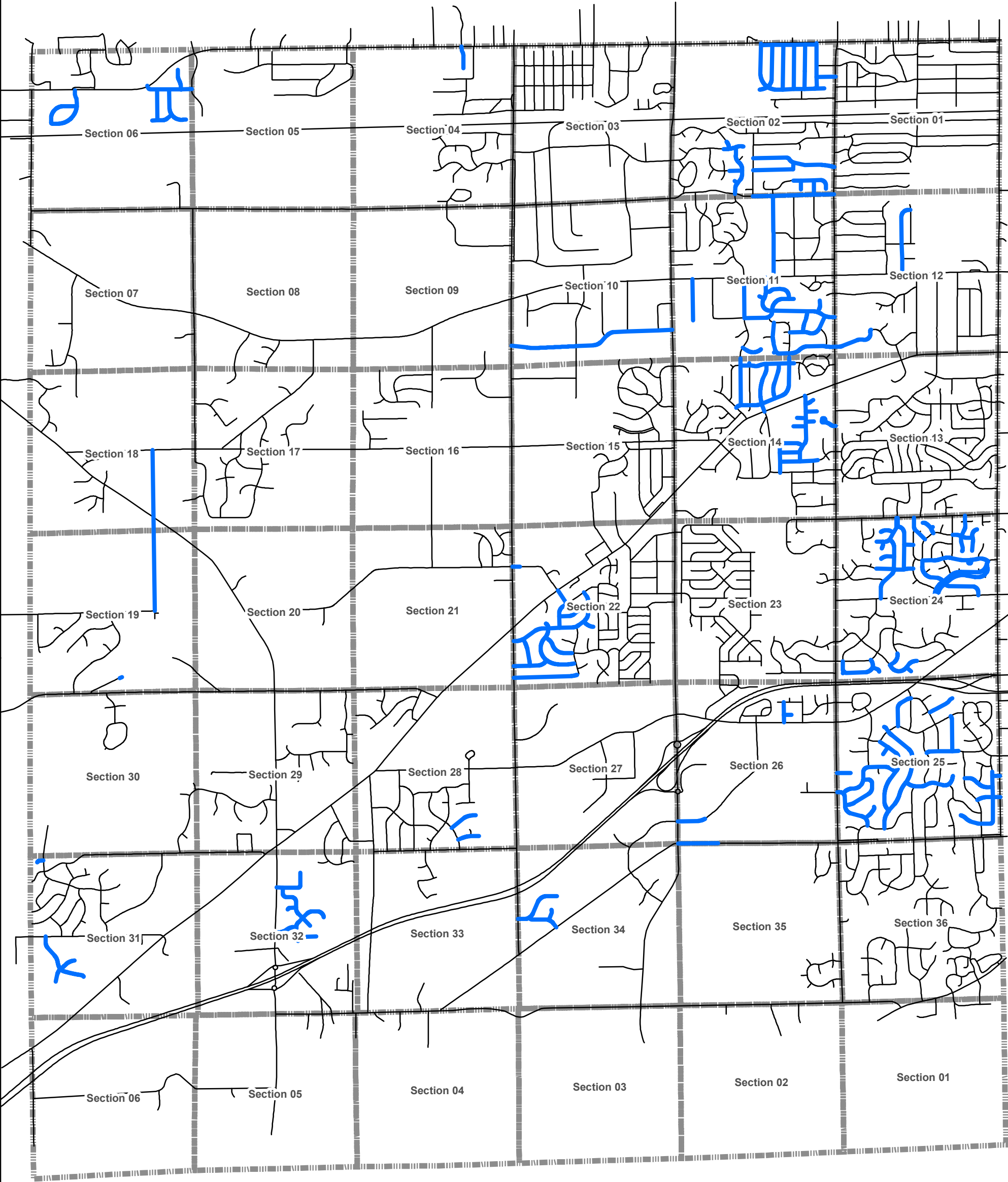
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

- 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

APPENDIX A

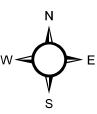
STREET MAPS BY SECTION



2024 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project



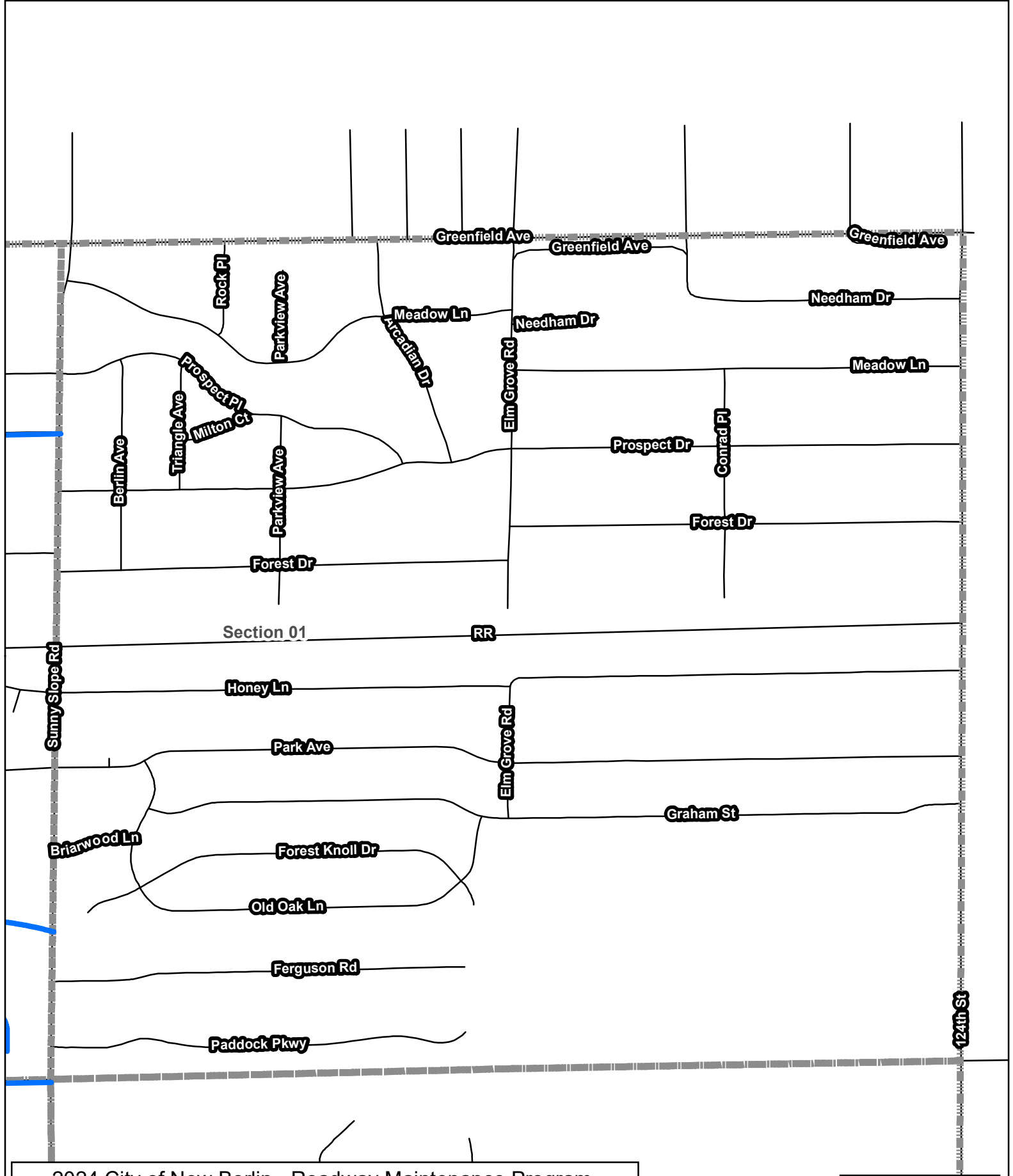
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Legend

- Base Bid
- Section

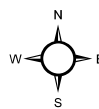


2024 City of New Berlin - Roadway Maintenance Program Joint, Crack Cleaning & Sealing Project

Section 01



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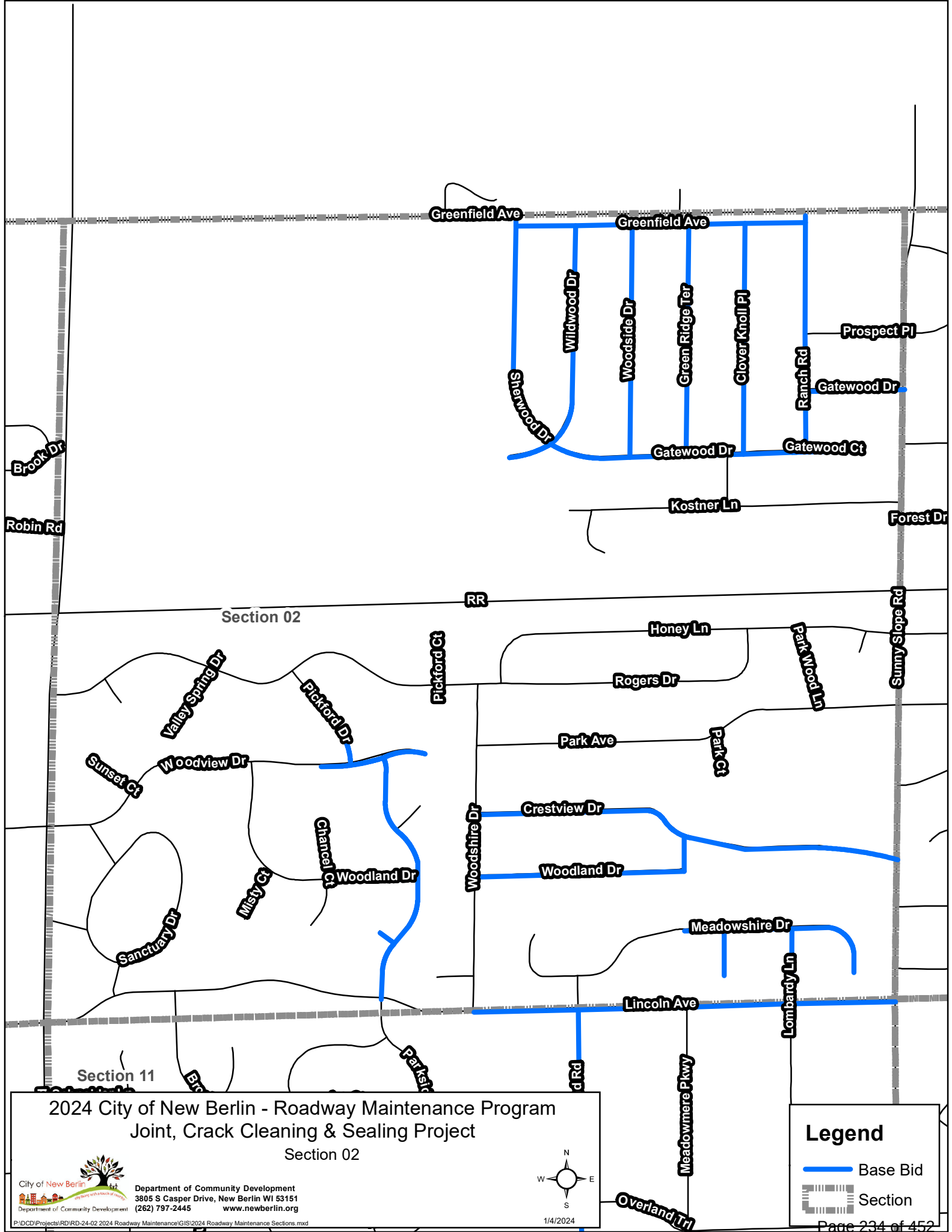


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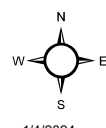
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2024 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 02



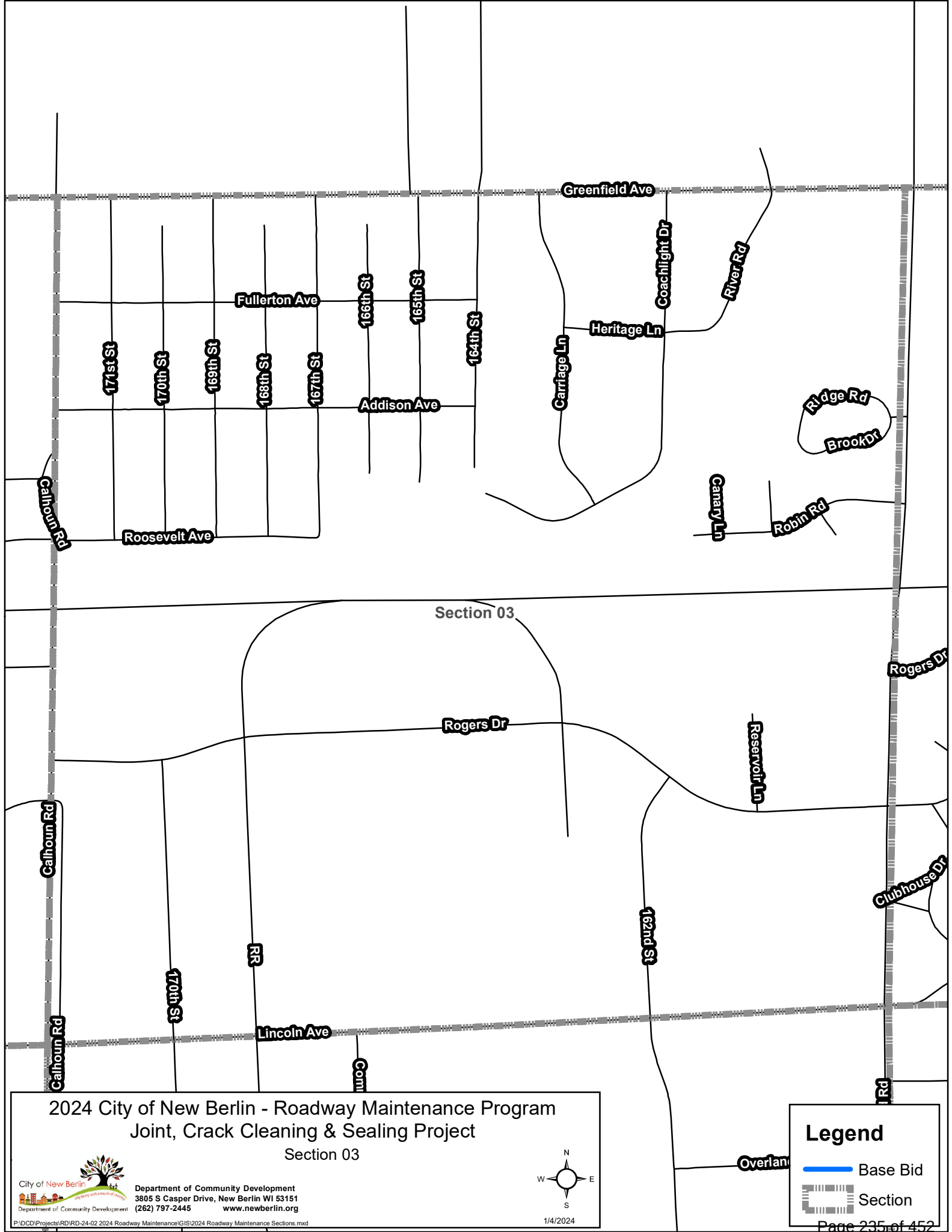
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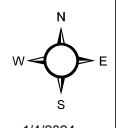
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2024 City of New Berlin - Roadway Maintenance Program Joint, Crack Cleaning & Sealing Project Section 03



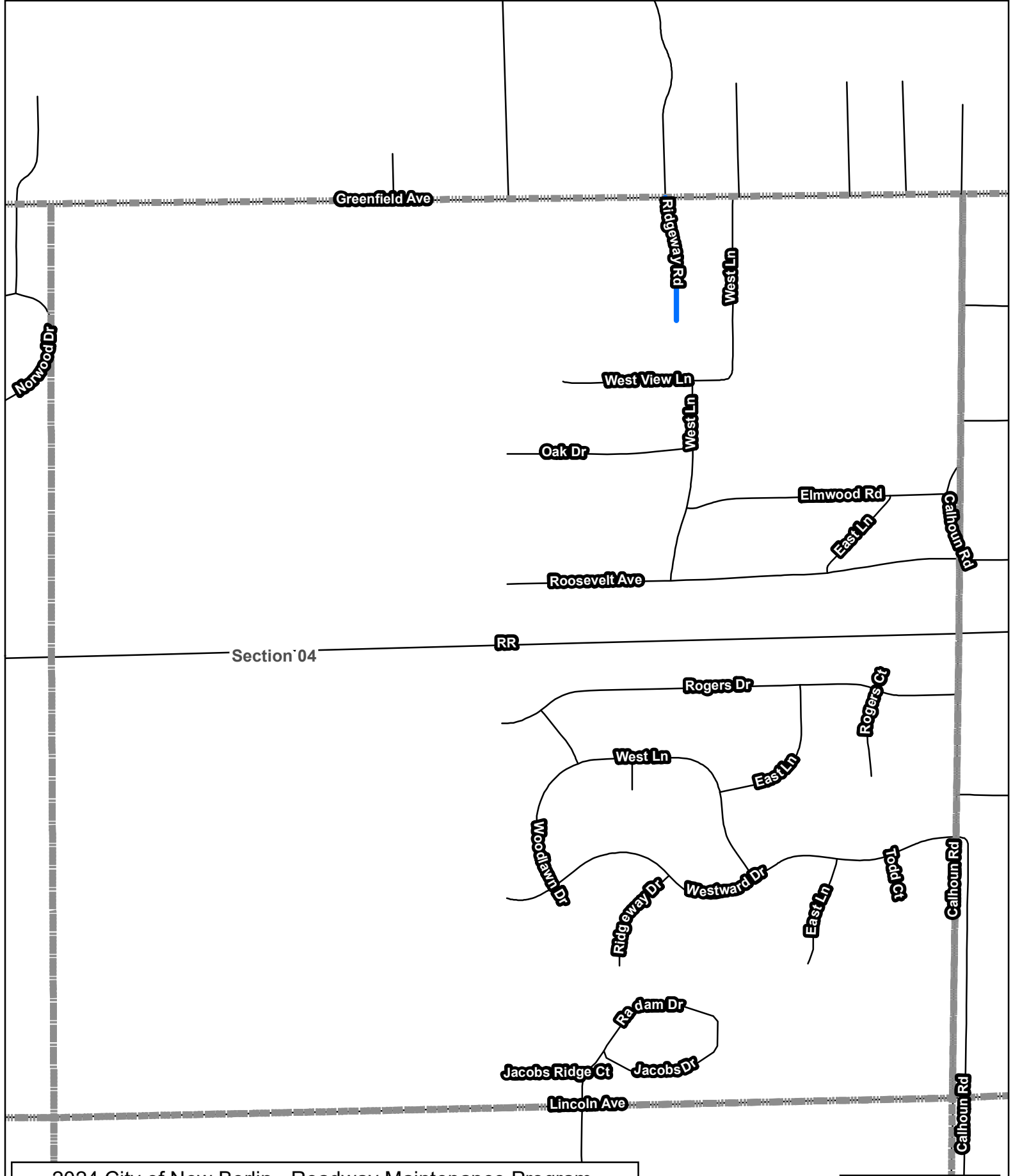
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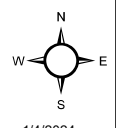
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2024 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project
 Section 04



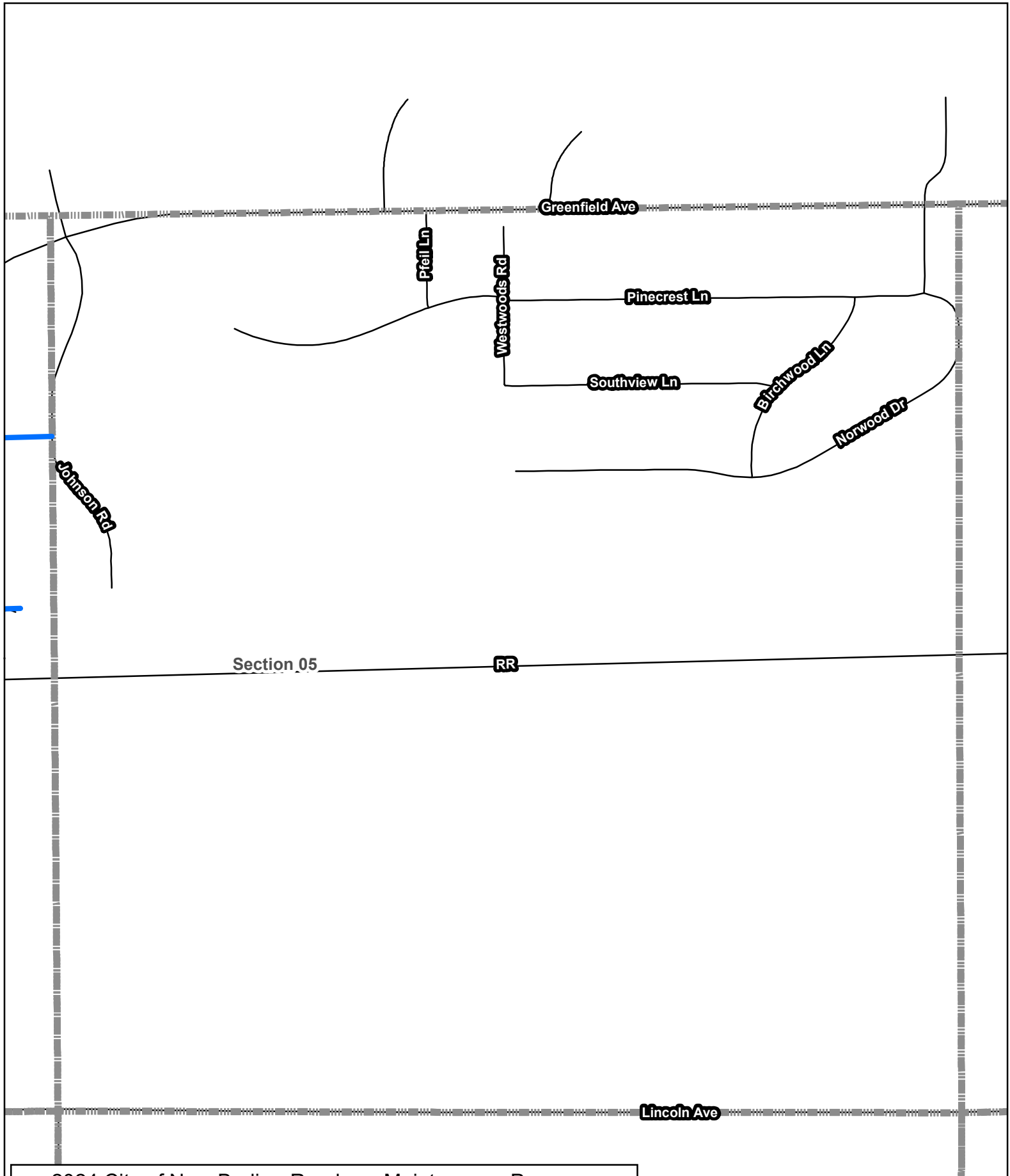
Department of Community Development
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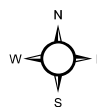
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2024 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project
 Section 05



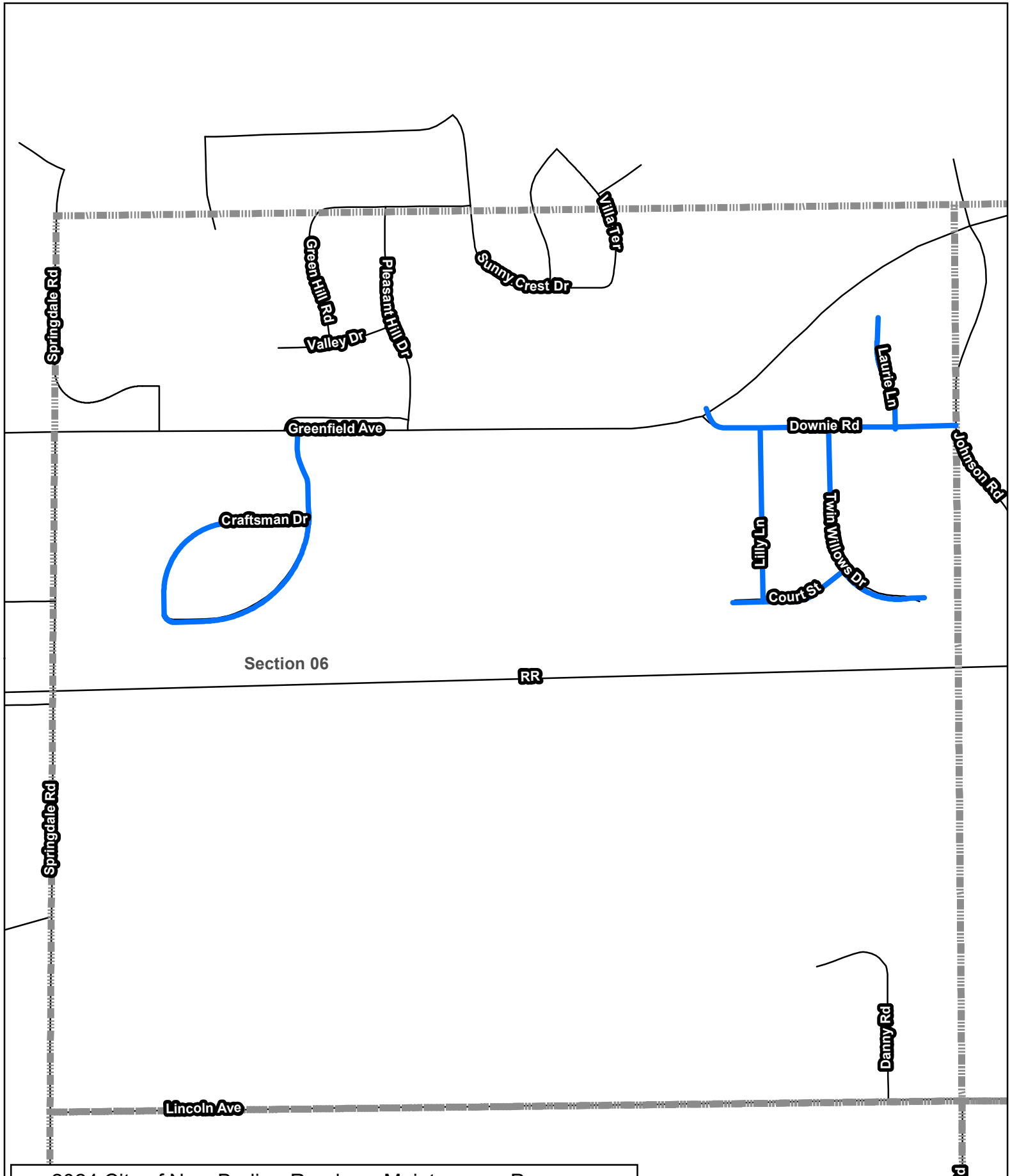
Department of Community Development
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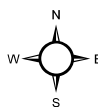


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Joint, Crack Cleaning & Sealing Project

Section 06



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Legend

- Base Bid
- Section

Springdale Rd

Danny Rd

Section 06

Lincoln Ave

Broadale Dr

Cleveland Ave

Section 07

Amor Dr

Dove Dr

Beverly Dr

1ke Dr

Johnson Ct

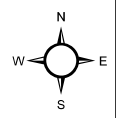
Johnson Rd

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Section 07



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Legend

- Base Bid
- Section

Section 05

Lincoln Ave

Section 08

Cleveland Ave

Johnson Rd

County Ln

Rolling Dr

Imperial Ct

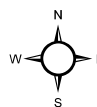
Wehr Rd

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Joint, Crack Cleaning & Sealing Project

Section 08



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Legend

Base Bid

Section

Section 04

Radium Dr
Jacobs Ridge Ct
Jacobs Dr

Lincoln Ave

179th St

Liberty Ln

Section 09

Cleveland Ave

Stigler Rd

Thornapple Ln

How Creek Ct

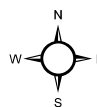
Vester Rd

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Joint, Crack Cleaning & Sealing Project

Section 09



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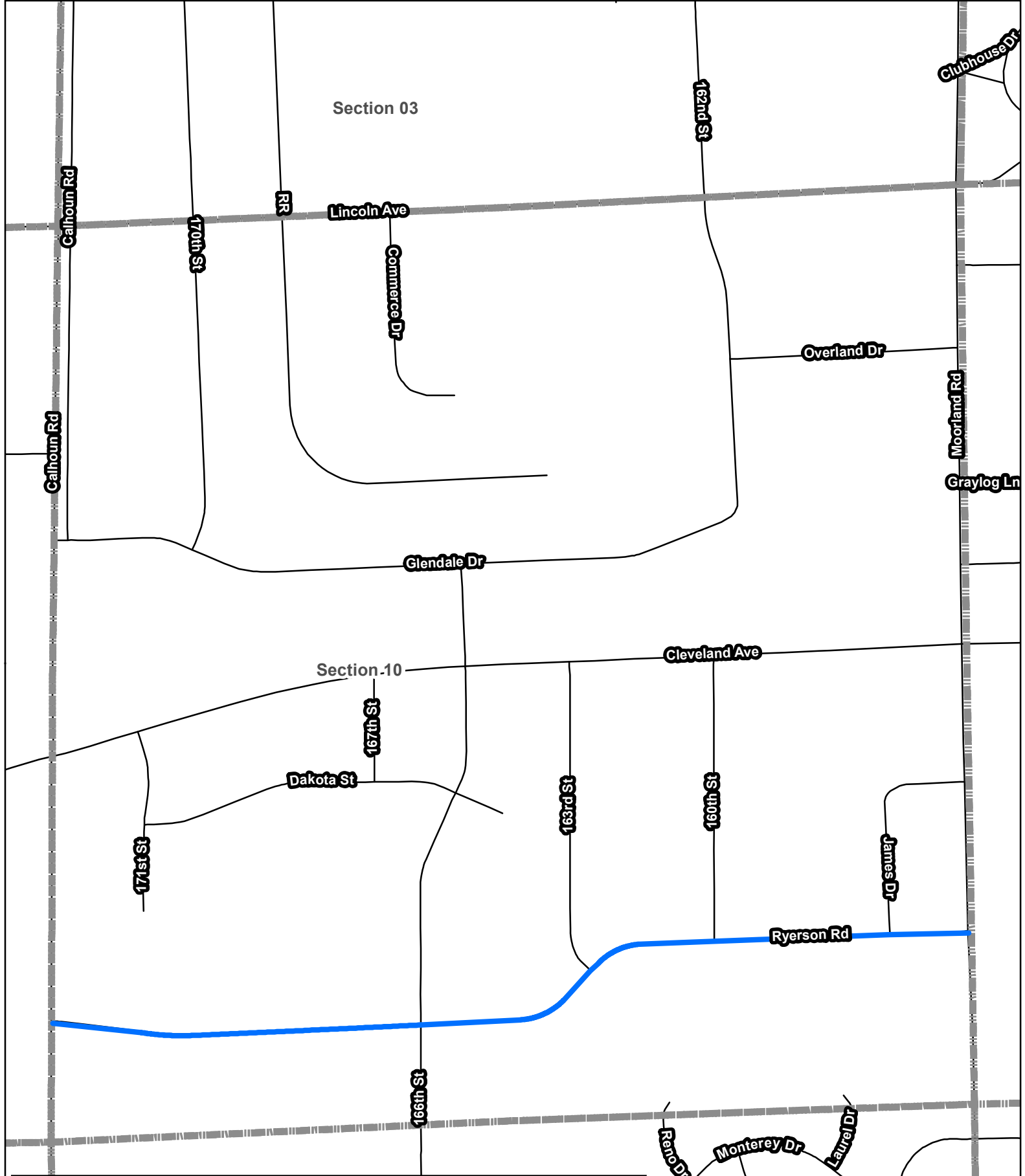


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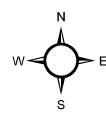


2024 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 10



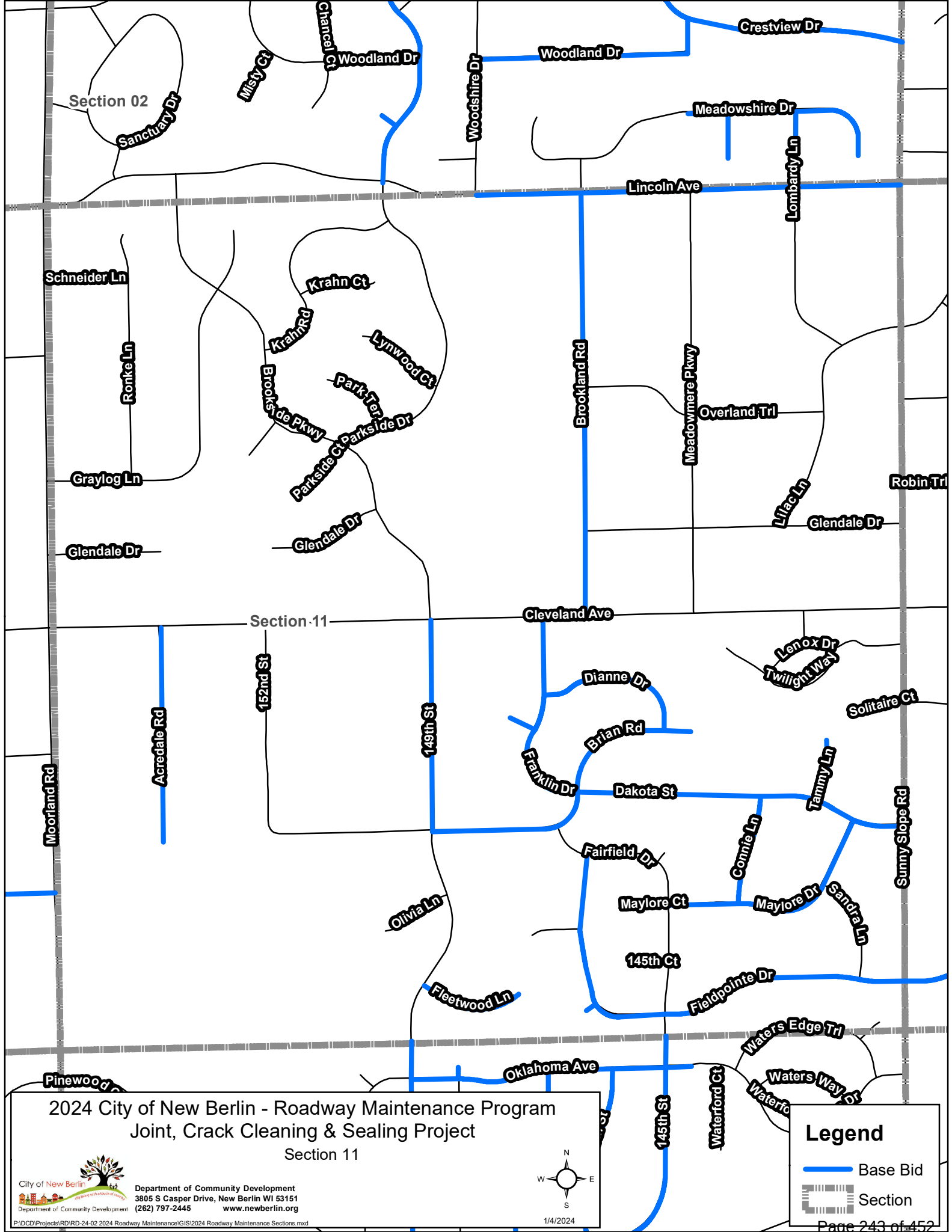
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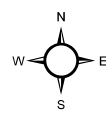
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2024 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 11

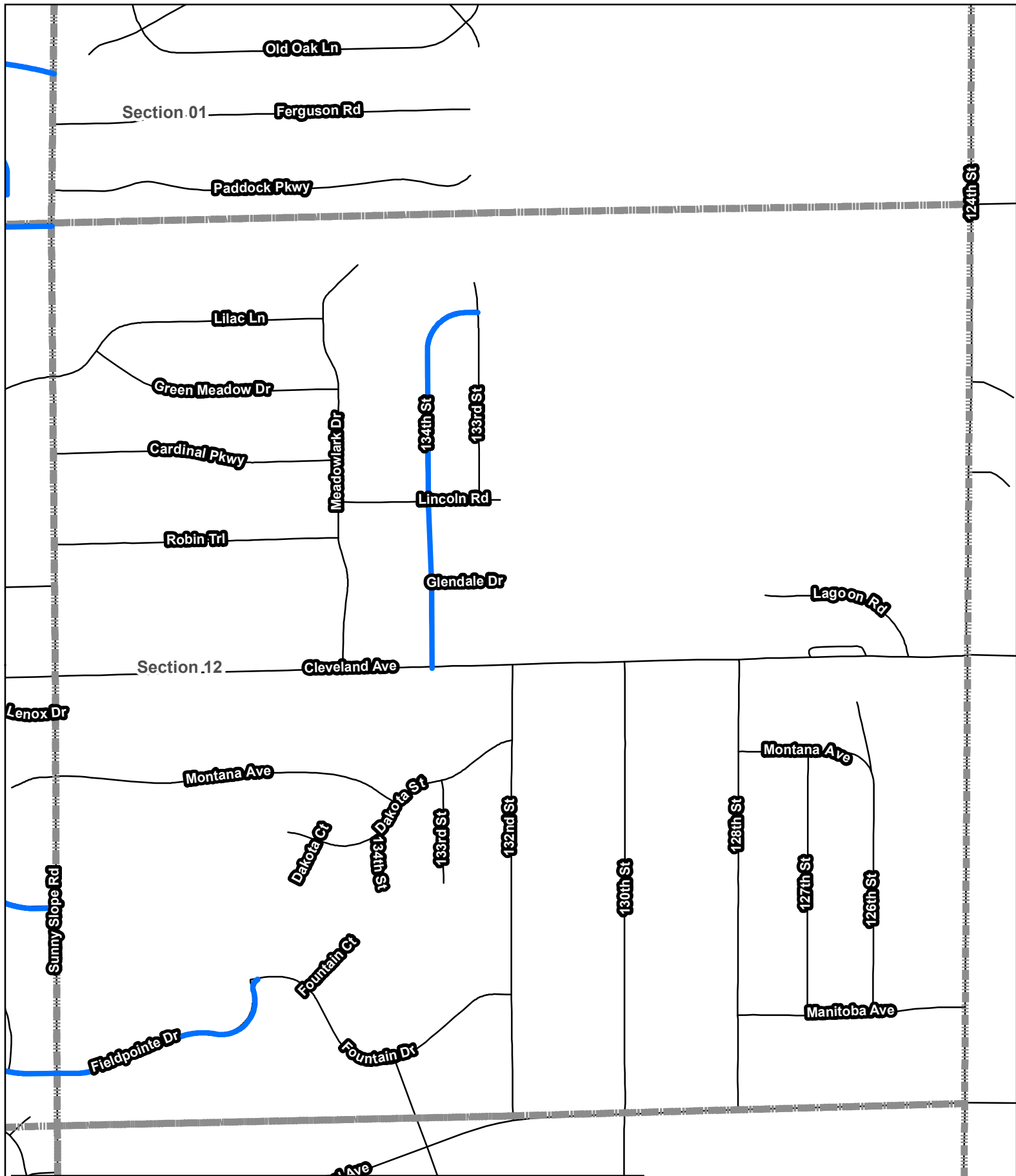


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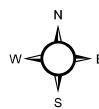


2024 City of New Berlin - Roadway Maintenance Program Joint, Crack Cleaning & Sealing Project

Section 12



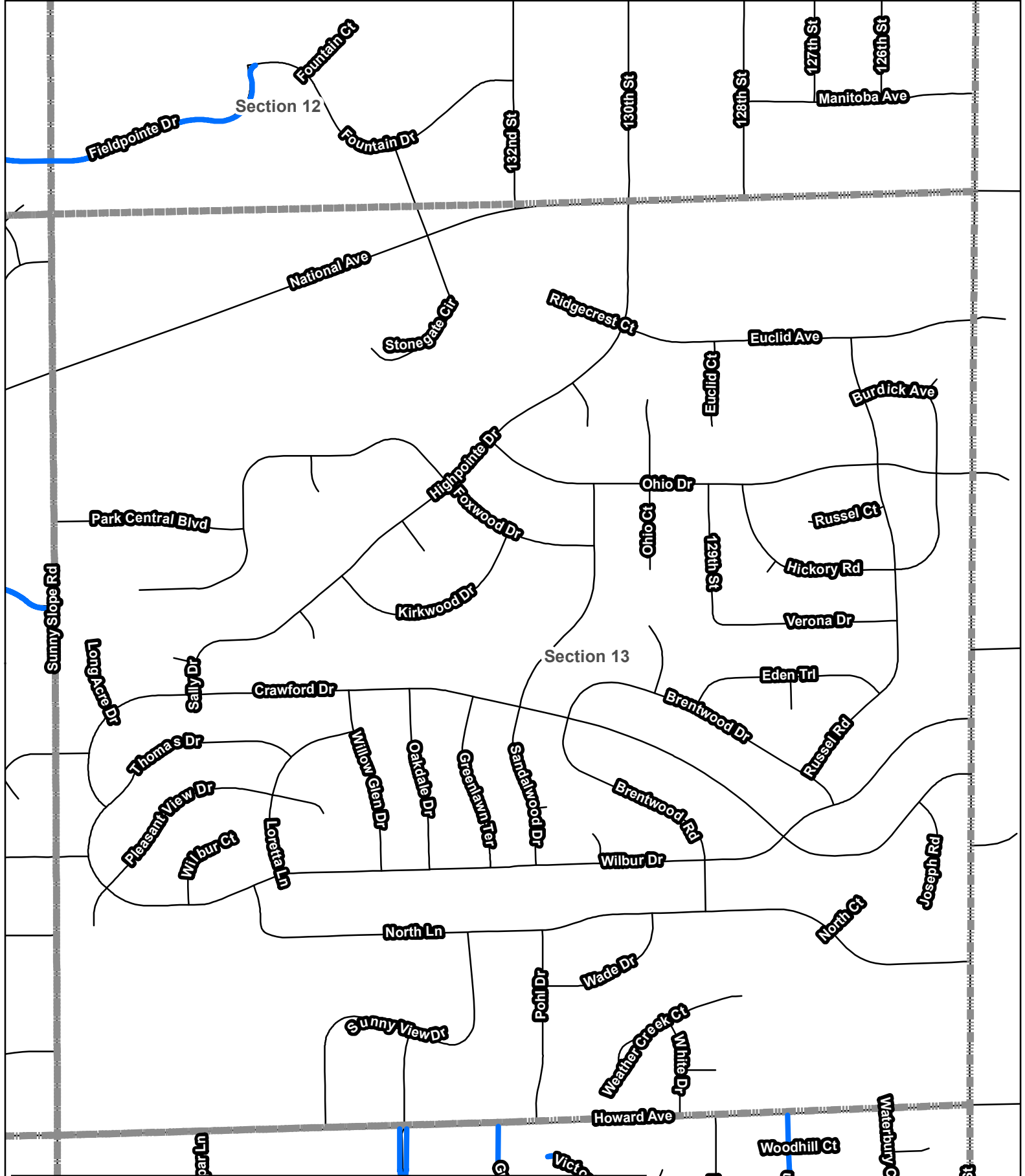
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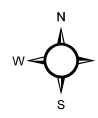
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2024 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 13



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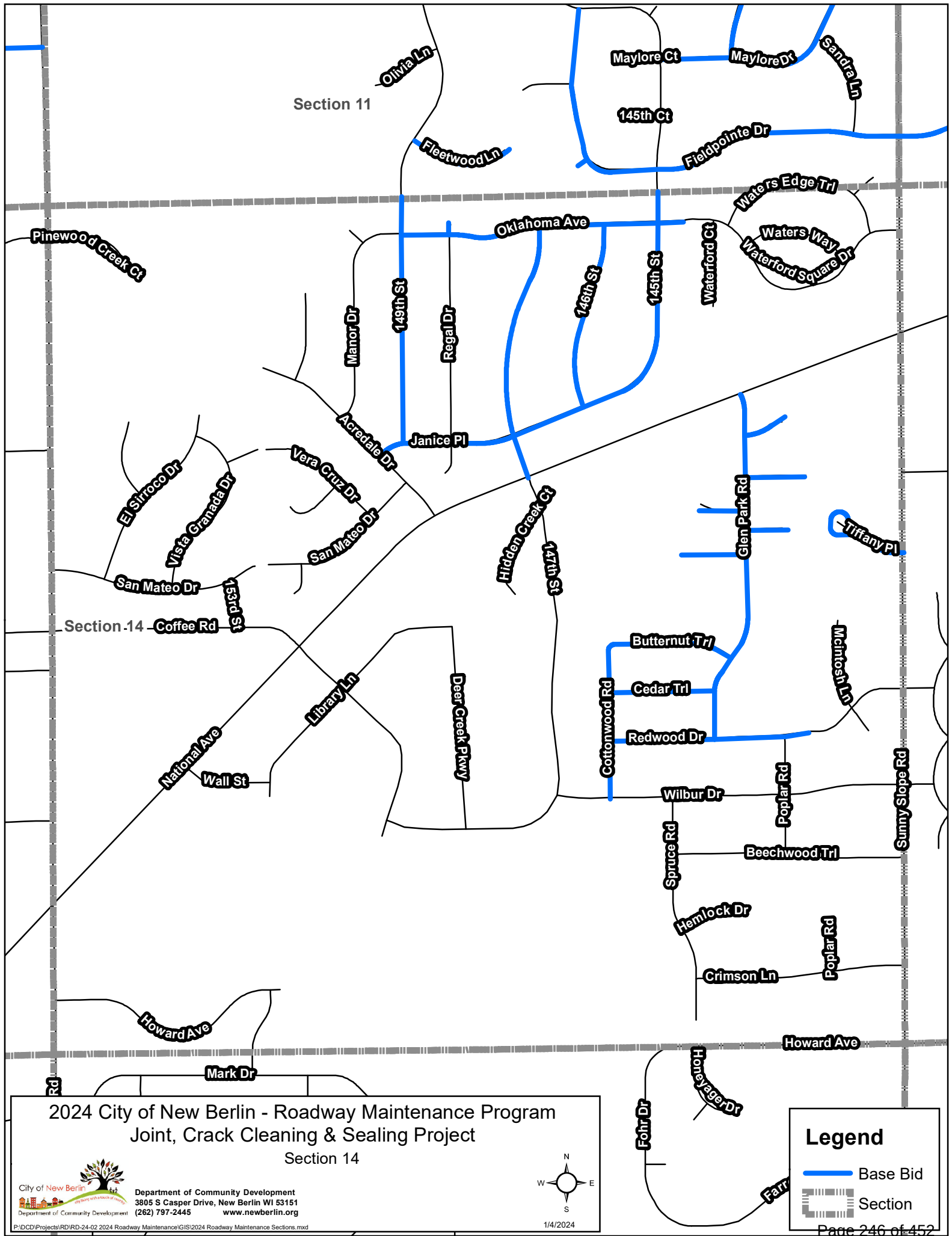


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Section 11

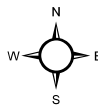
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2024 City of New Berlin - Roadway Maintenance Program Joint, Crack Cleaning & Sealing Project

Section 14



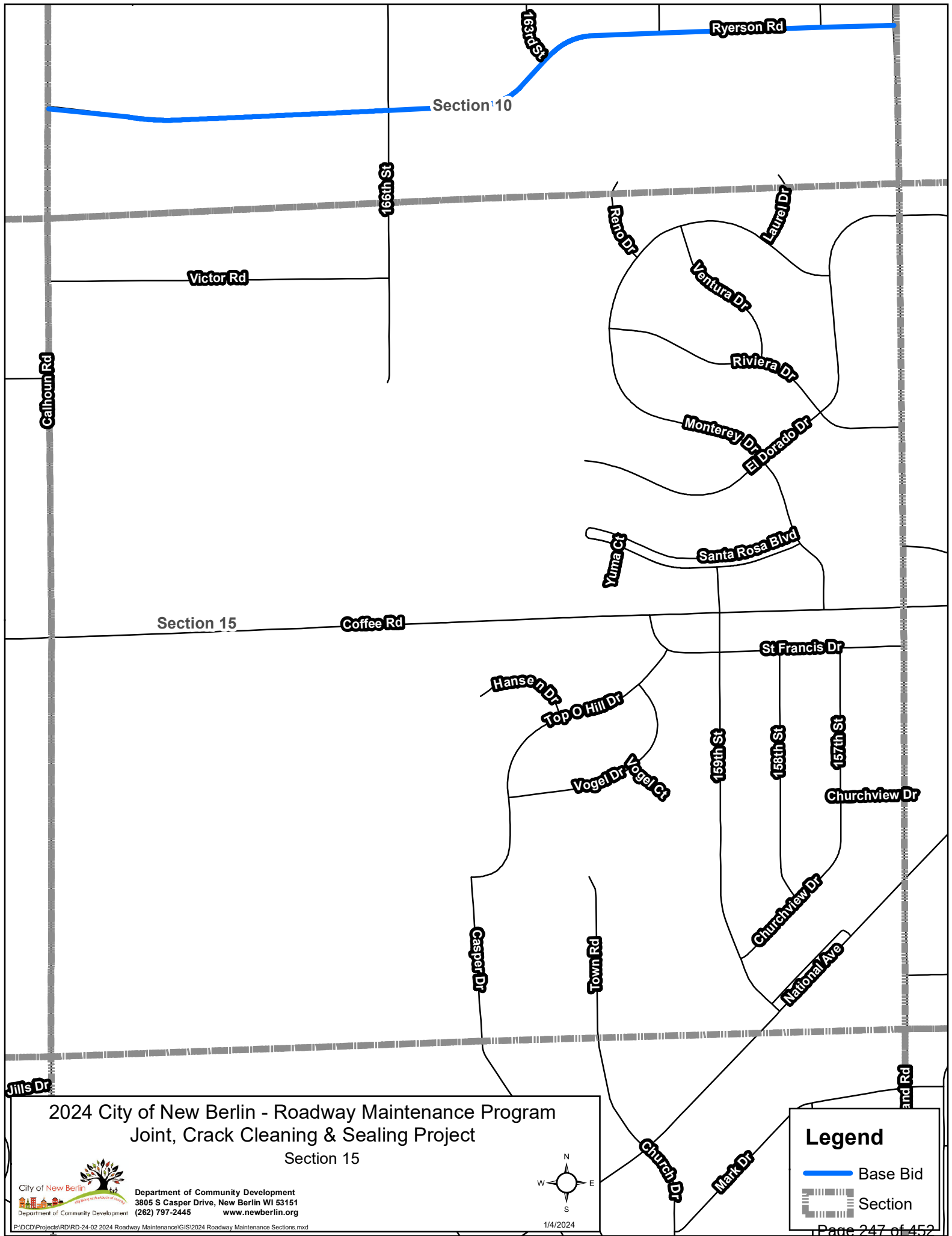
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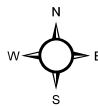


2024 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 15



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Legend

Base Bid

Section

Cleveland Ave

Section 09

Stigler Rd

Willow Rd

Thornapple Ln

Meadow Creek Ct

Victor Rd

Crabtree Ln

Evergreen Pl

Poplar Creek Trl

Calhoun Rd

Lynette Ln

Heide Ln

Dena Dr

Coffee Rd

Section 16

Jills Dr

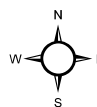
Johns Dr

2024 City of New Berlin - Roadway Maintenance Program Joint, Crack Cleaning & Sealing Project

Section 16



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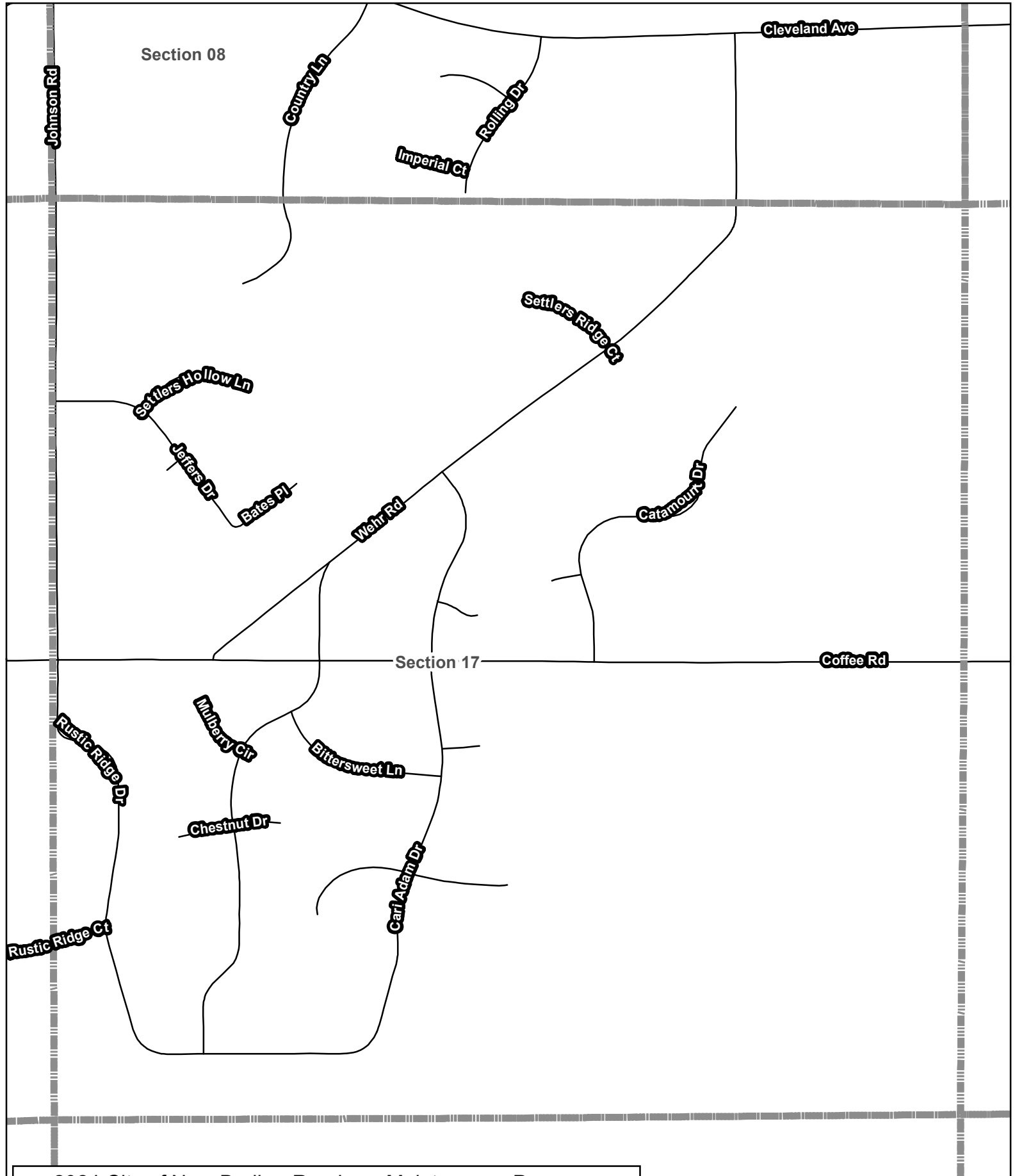


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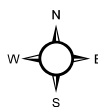


2024 City of New Berlin - Roadway Maintenance Program Joint, Crack Cleaning & Sealing Project

Section 17



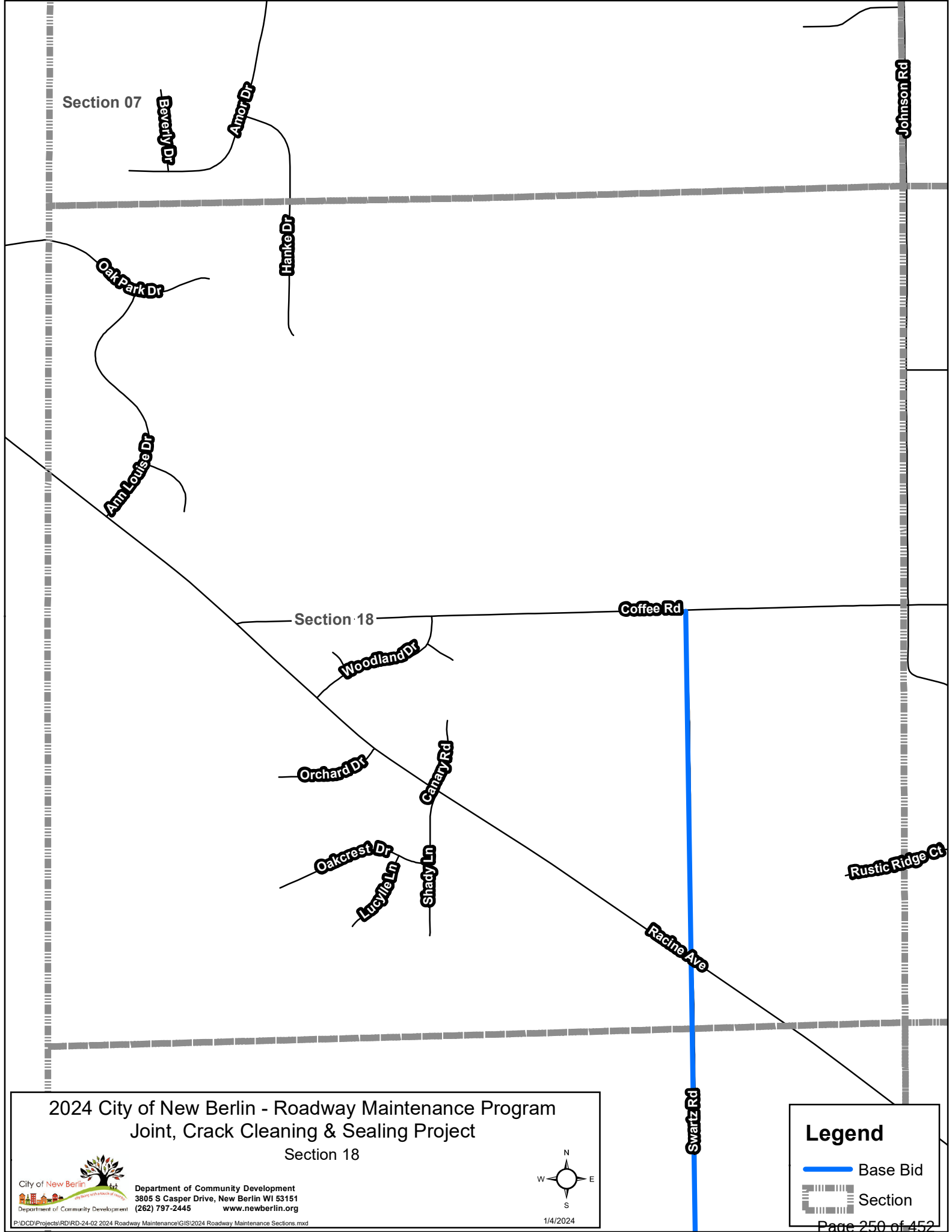
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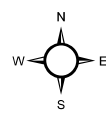
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2024 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 18



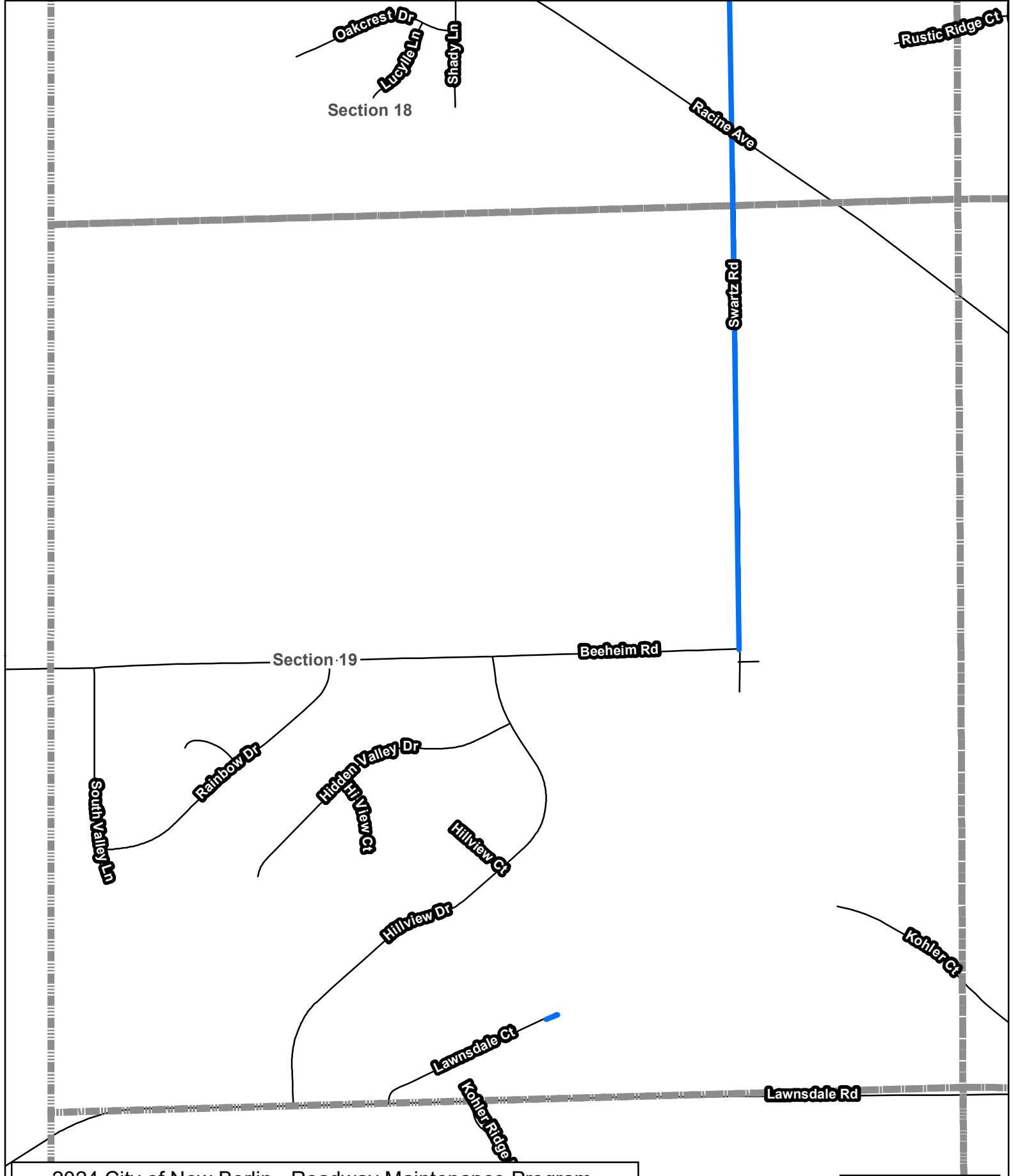
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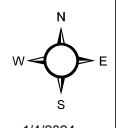
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2024 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 19



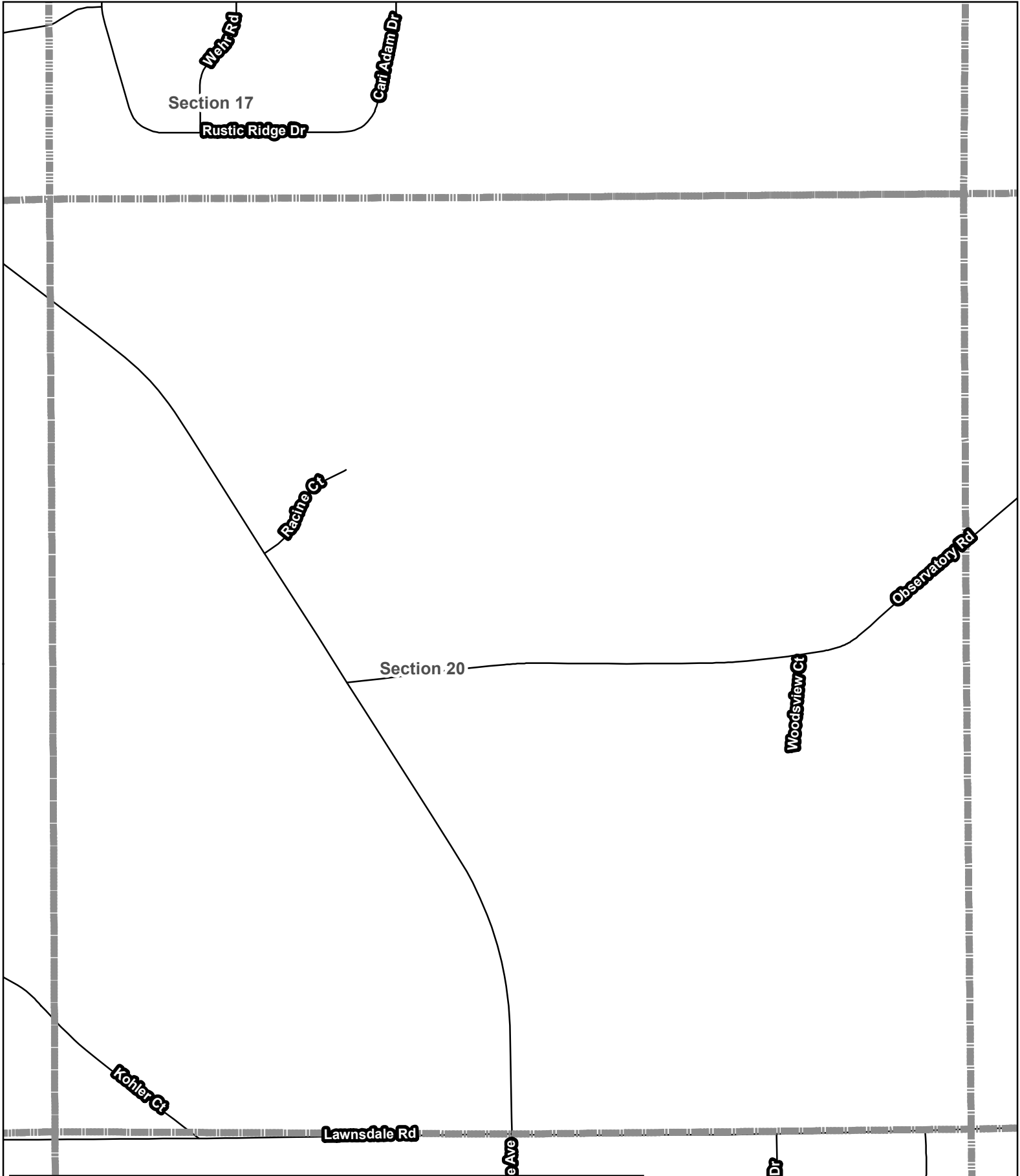
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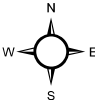


2024 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 20



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Base Bid

Section

Section 16

Woelfel Rd

Jills Dr

Johns Dr

Elm Dr

Clover Dr

Treetop Ln

Observatory Rd

Horizon Dr

Section 21

Calhoun Rd

National Ave

Lawnsdale Rd

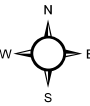
Dr

2024 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 21



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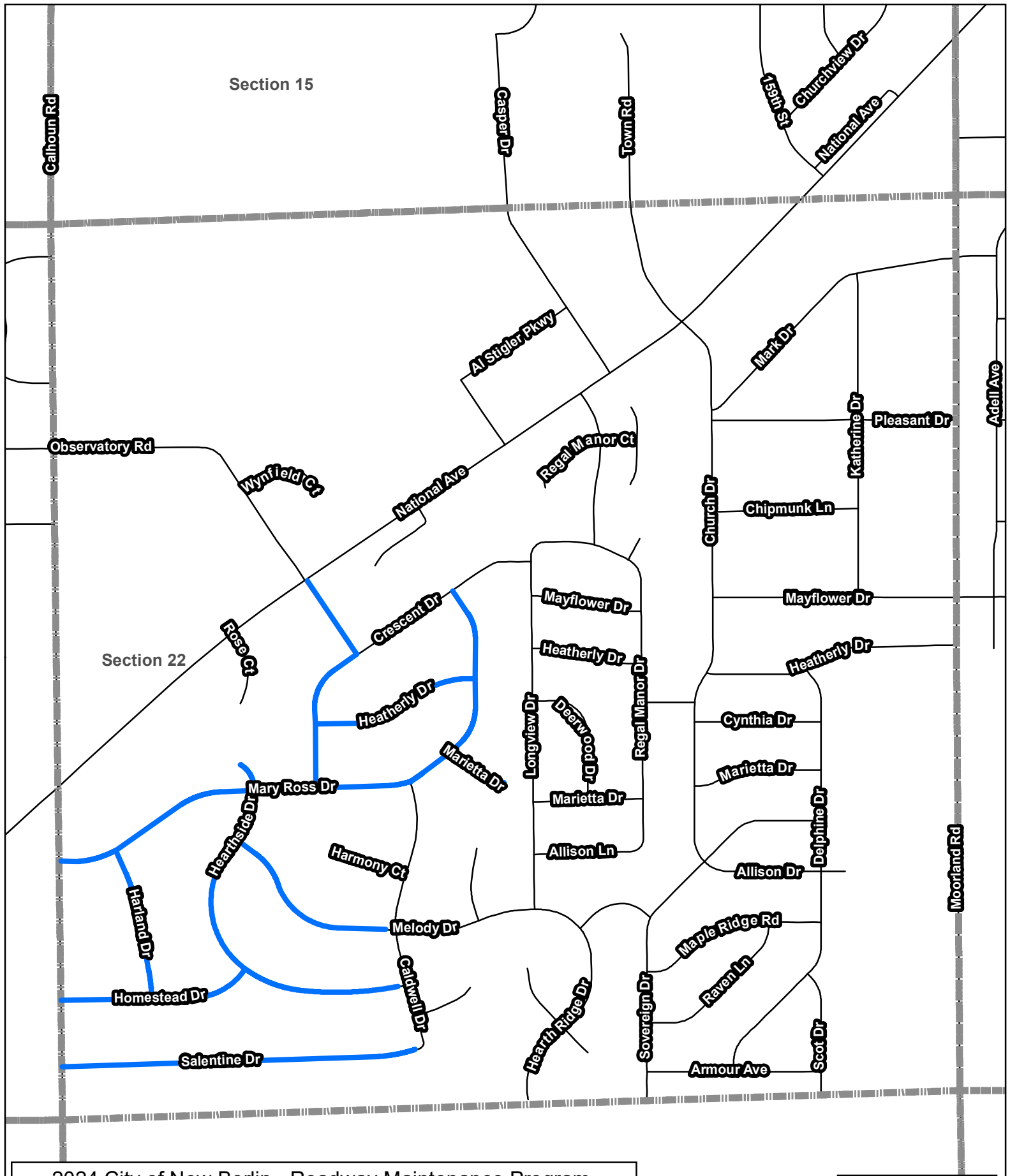


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Section



Section 15

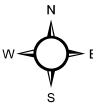
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2024 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 22



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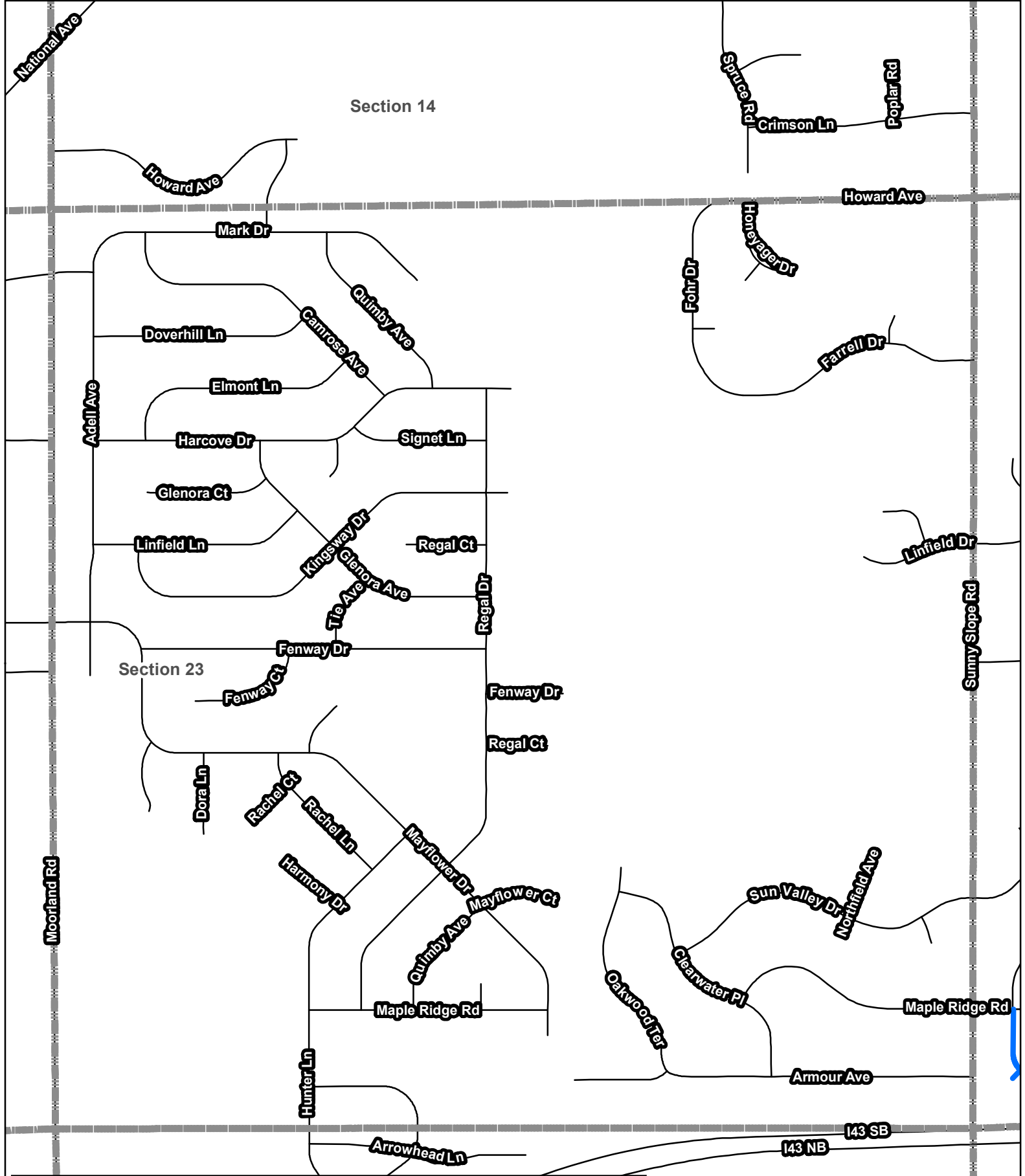


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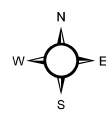
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2024 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 23



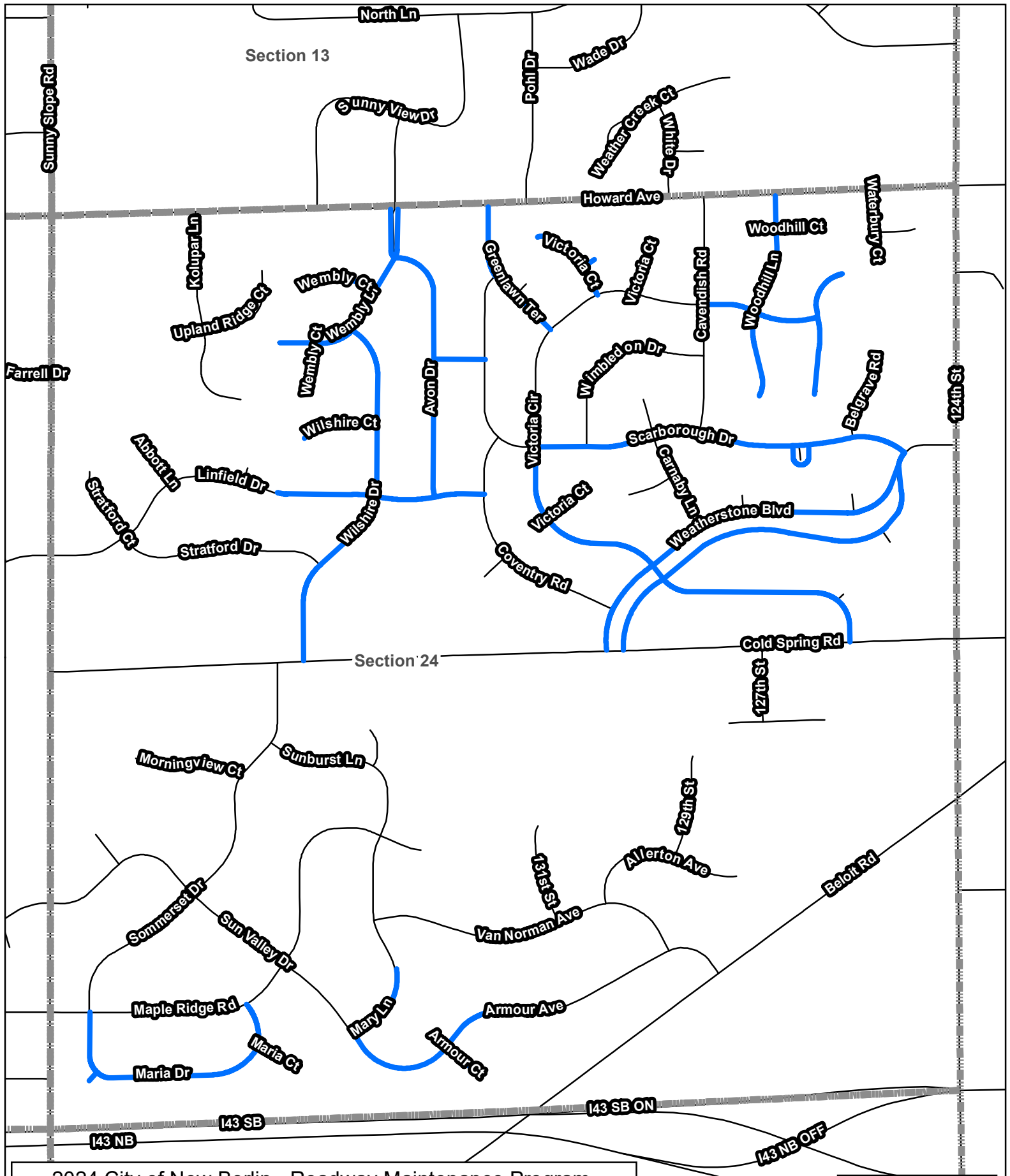
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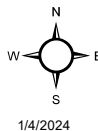


2024 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 24

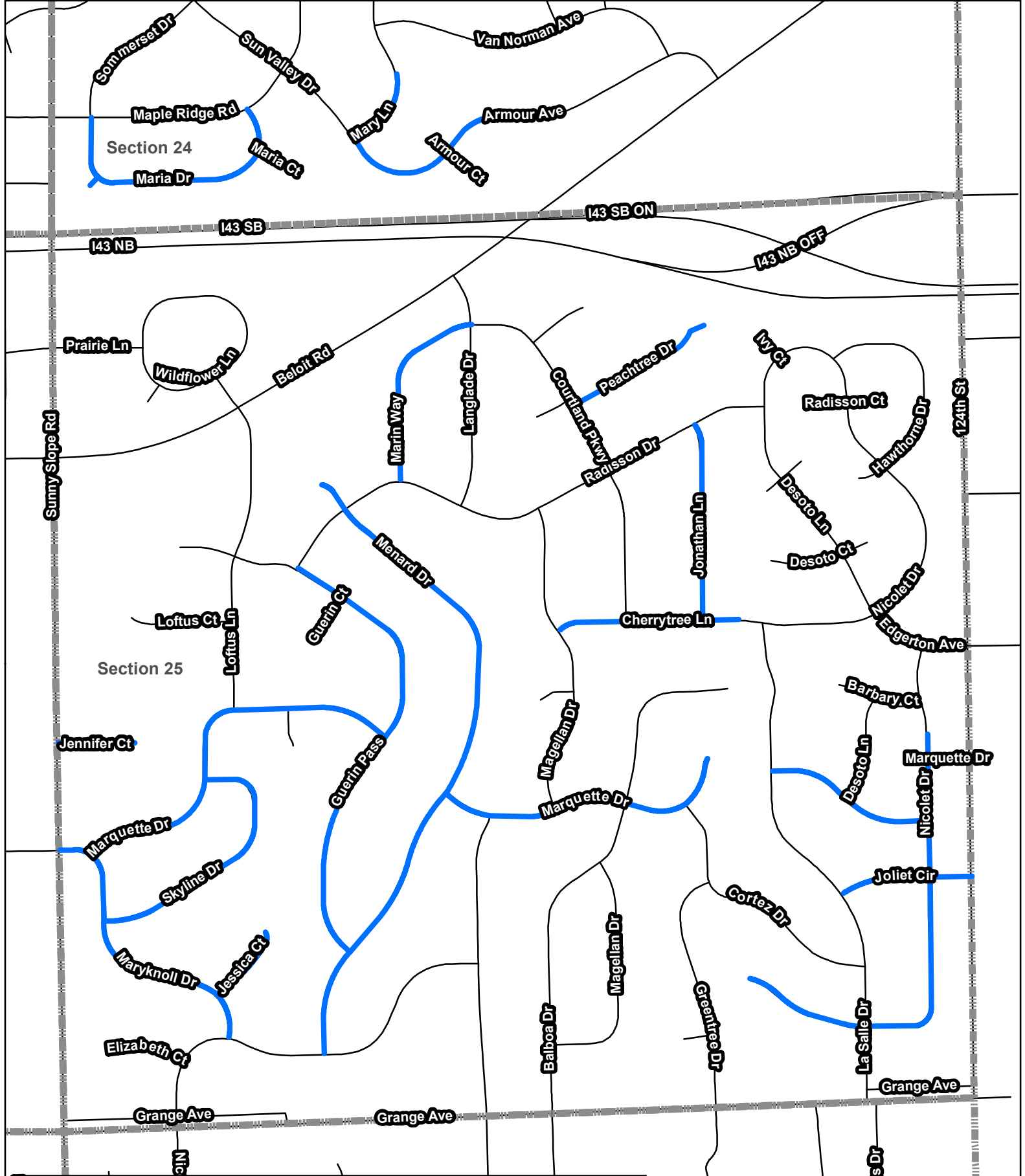


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Legend

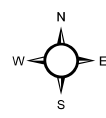
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2024 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 25



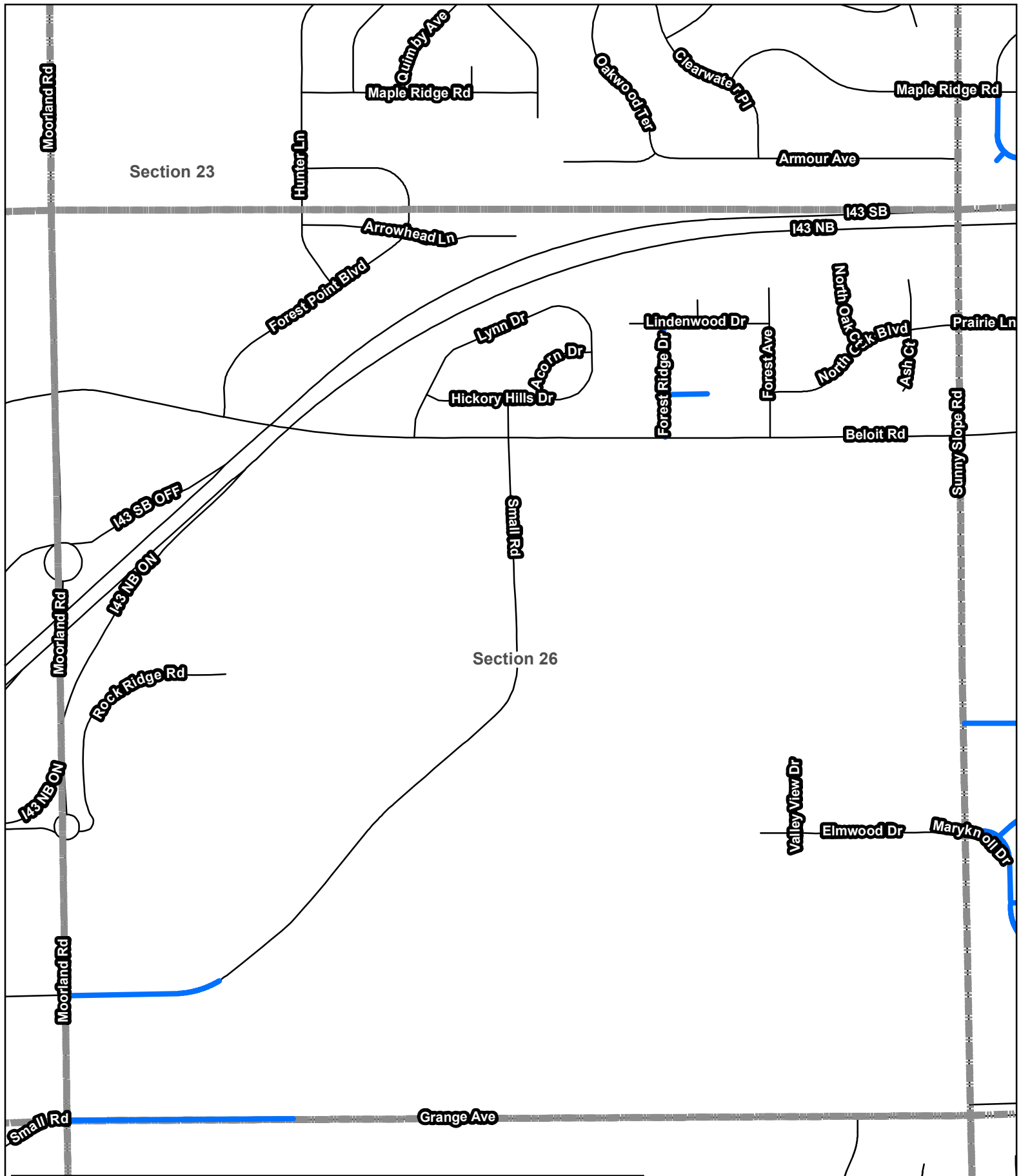
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Legend

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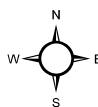


2024 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 26



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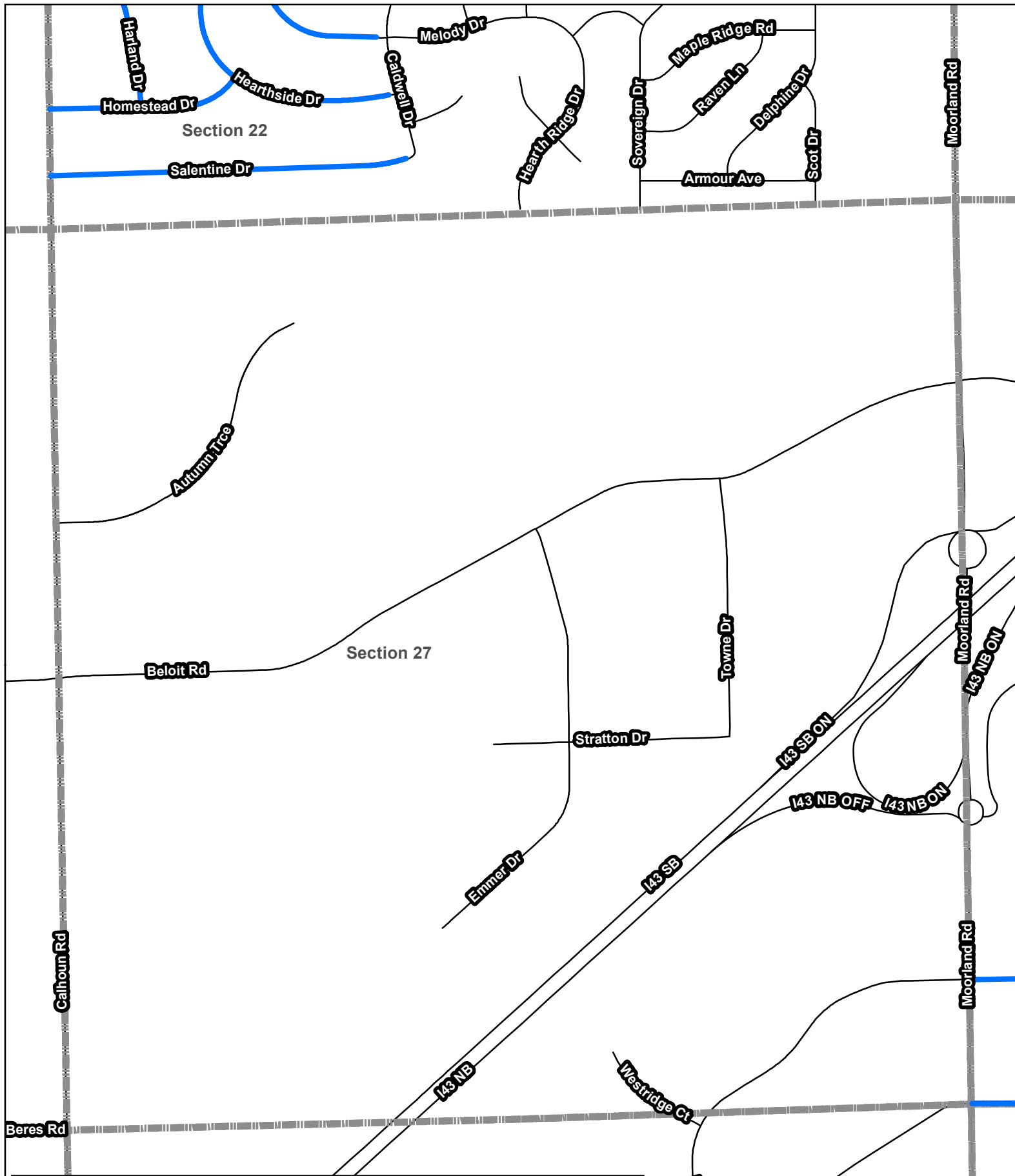


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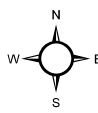


2024 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 27



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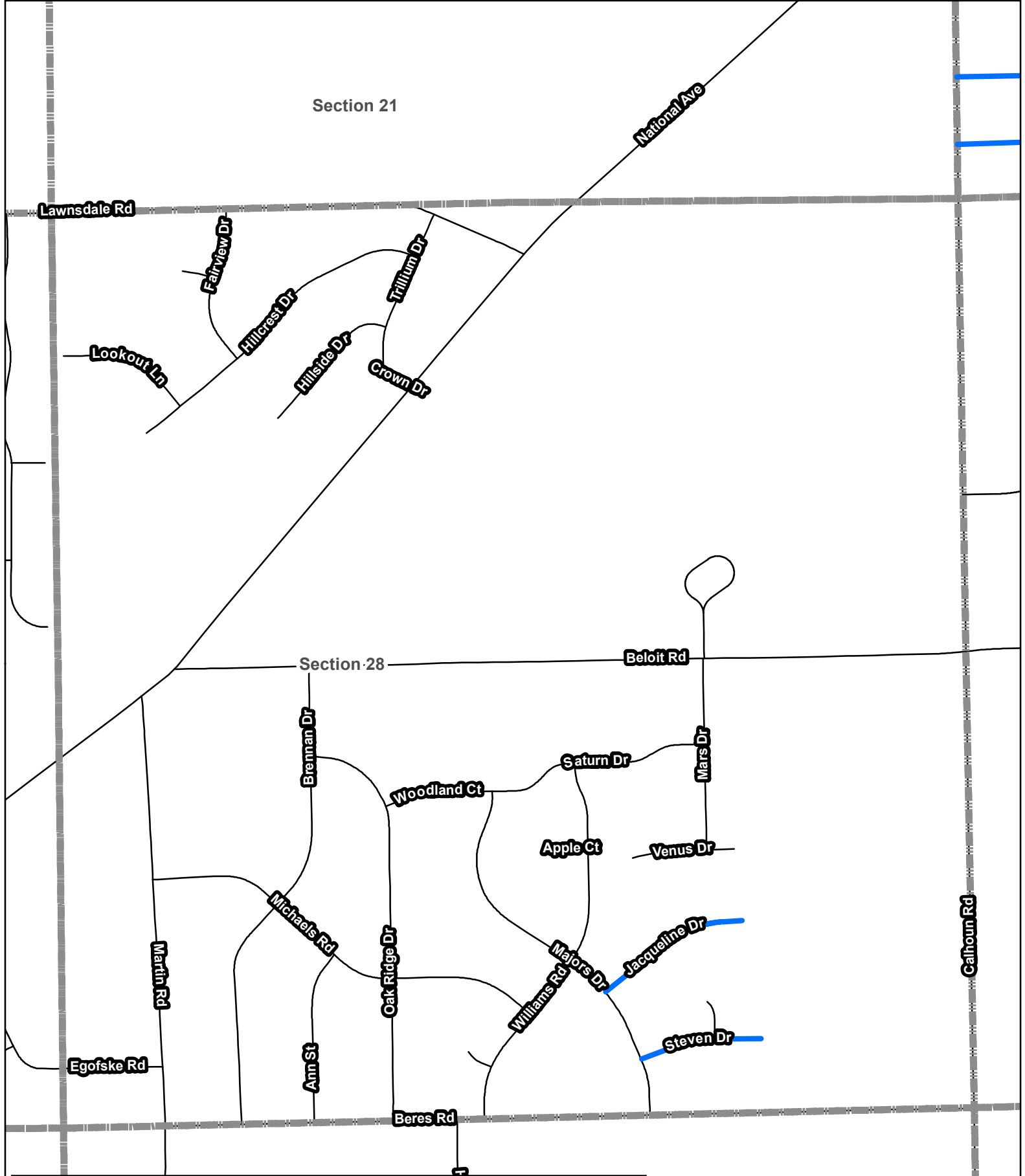


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Section

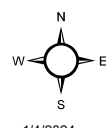


2024 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 28



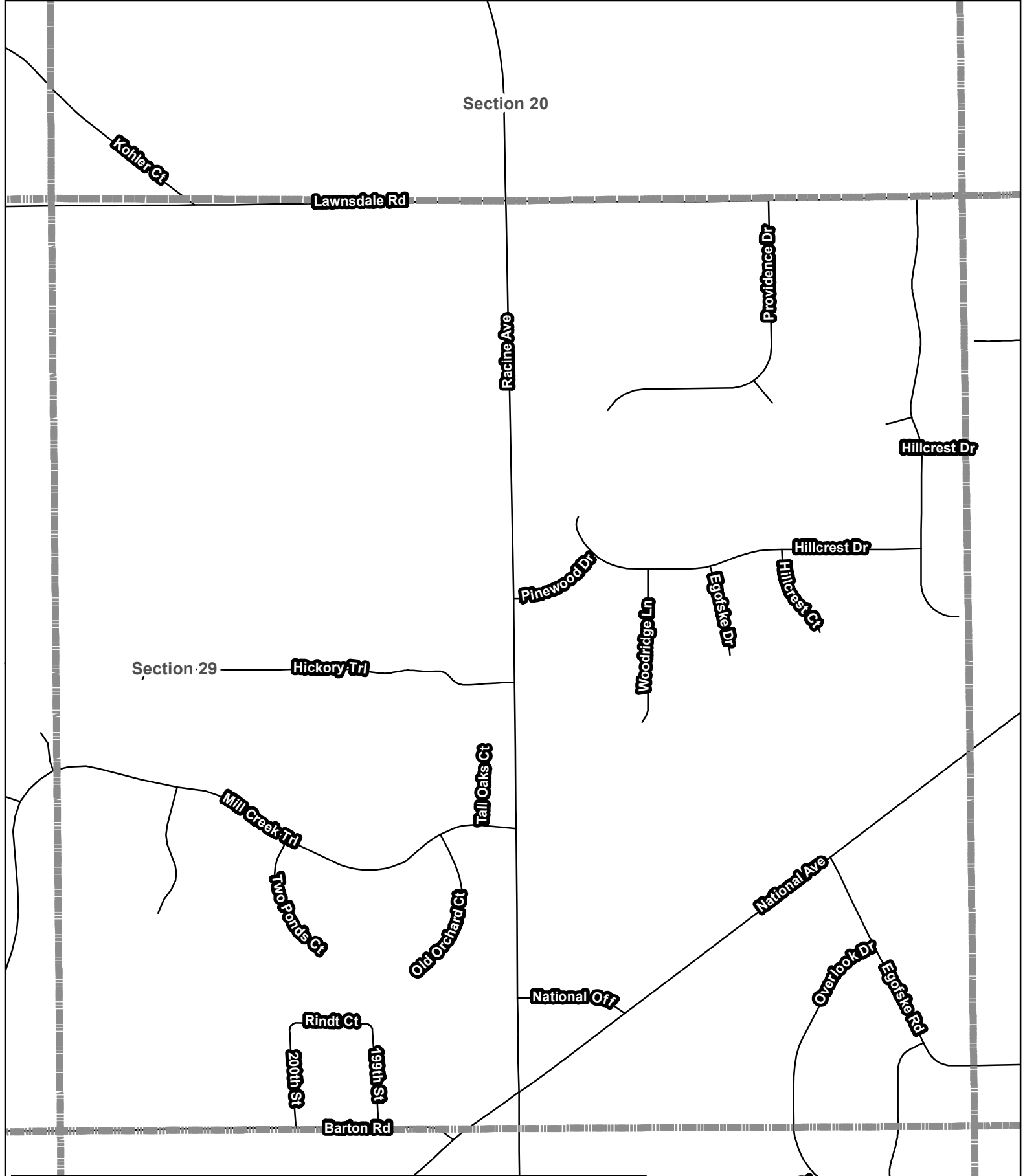
Department of Community Development
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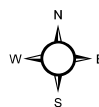


2024 City of New Berlin - Roadway Maintenance Program Joint, Crack Cleaning & Sealing Project

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Section 19

Hillview Dr

Lawnsdale Ct

Kohler Ct

Lawnsdale Rd

Kohler Ridge Blvd

West Kohler Cir

East Kohler Cir

Section 30

Mill Pond Cir

Mill Creek Trl

Barton Rd

Tartan Ct

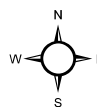
Windsor Dr

2024 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 30



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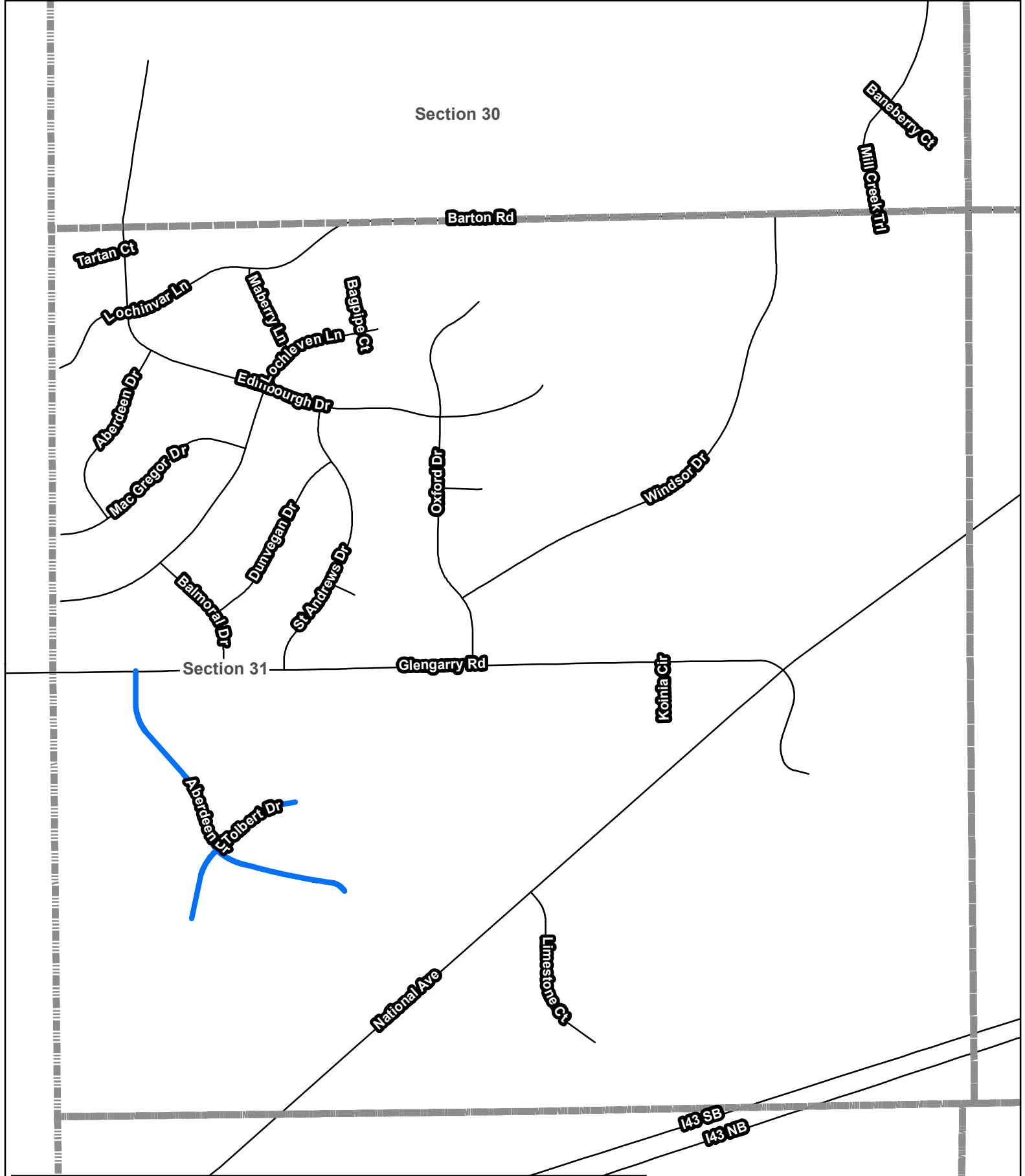


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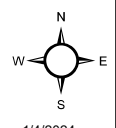


2024 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 31



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- Section

Section 29

Rindt Ct
200th St
199th St
Barton Rd

National Off

Overlook Dr
Egoiske Rd

Inez Dr

National Ave

Racine Ave
Highland Dr

Vista Ct

Vista Dr

Terrace Dr

Timberlane Rd

Glenwood Ln

Section 32

Julius Heil Dr

Racine Ct

I43 SB OFF

I43 NB ON I43 NB

I43 SB ON

Racine Ave

I43 NB OFF

I43 SB

Racine Pl

Hillendale Dr

College Ave

Racine Ave

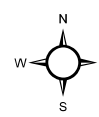
Linnie Lac Ct
Linnie Lac Dr
Miller Ln
Linnie Lac Pl

2024 City of New Berlin - Roadway Maintenance Program Joint, Crack Cleaning & Sealing Project

Section 32



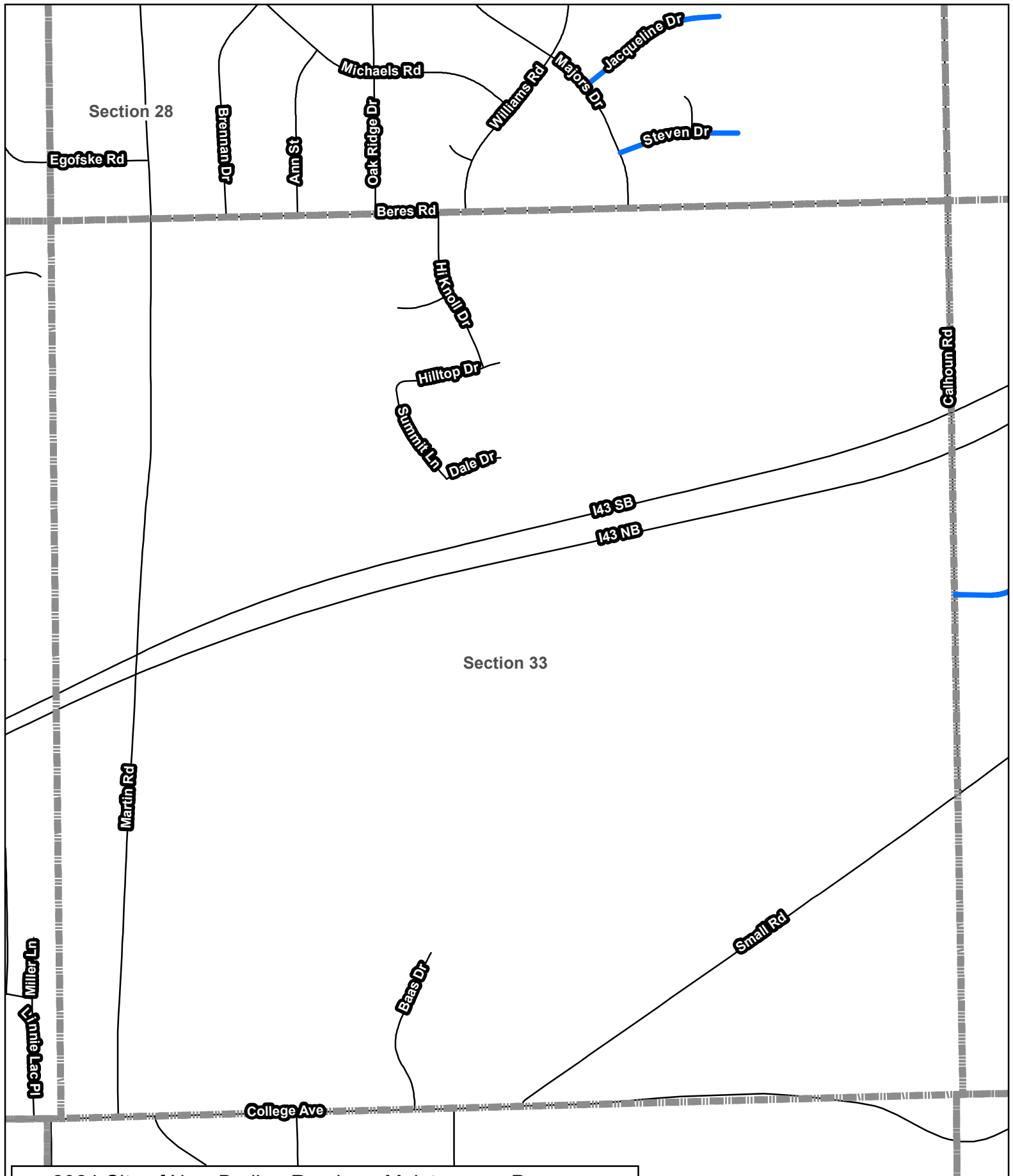
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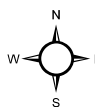


2024 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 33



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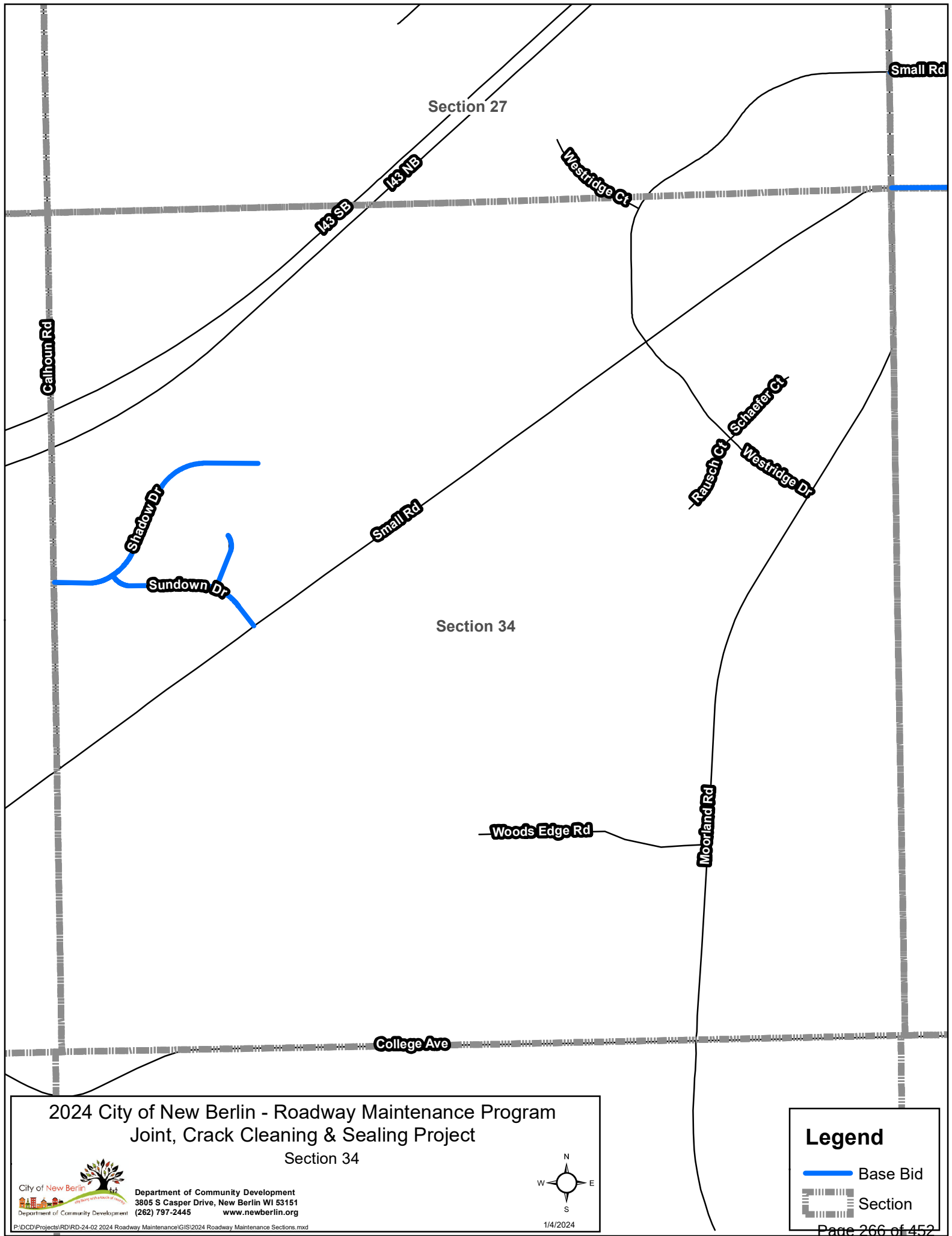


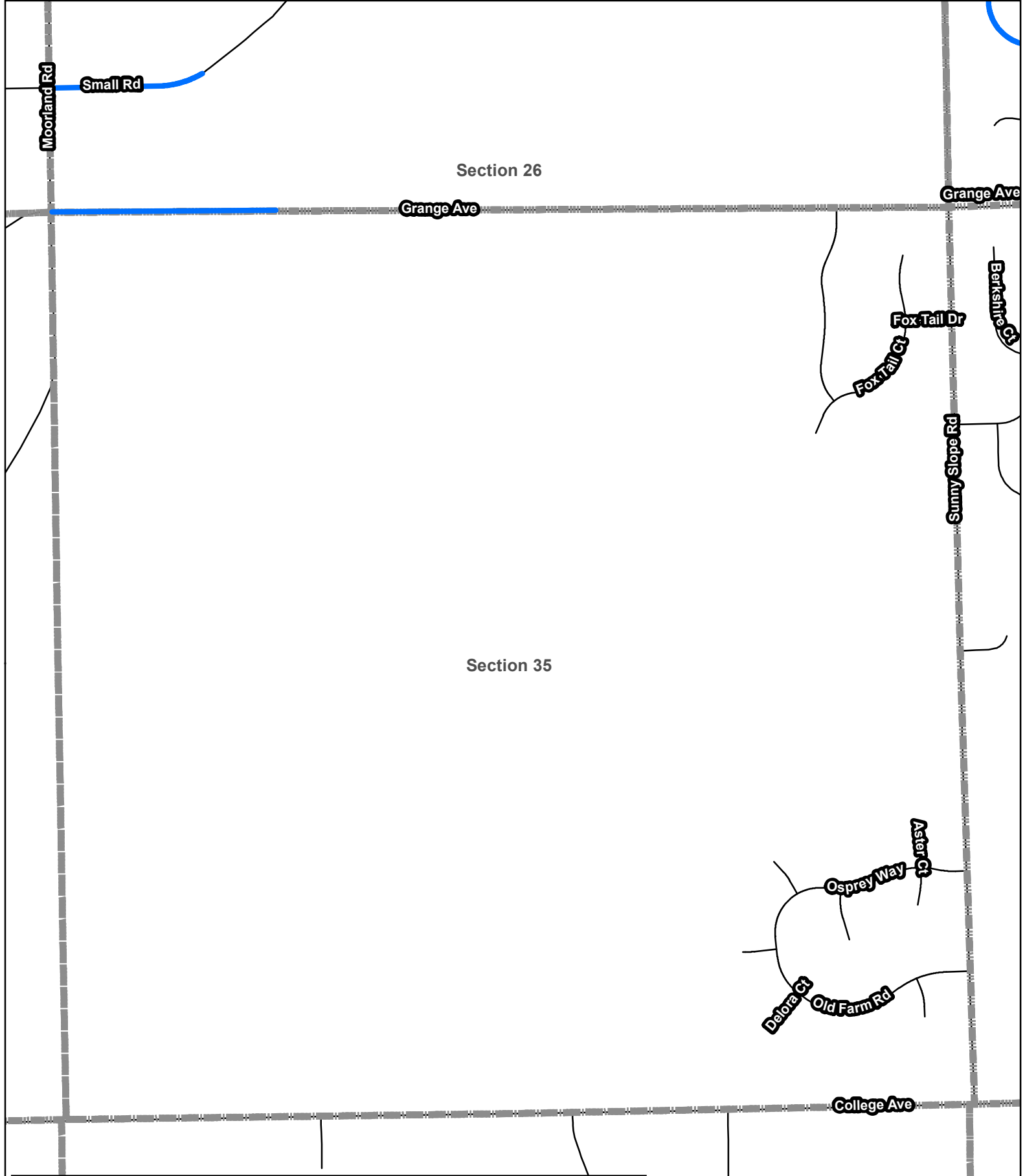
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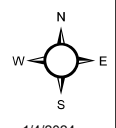


2024 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 35



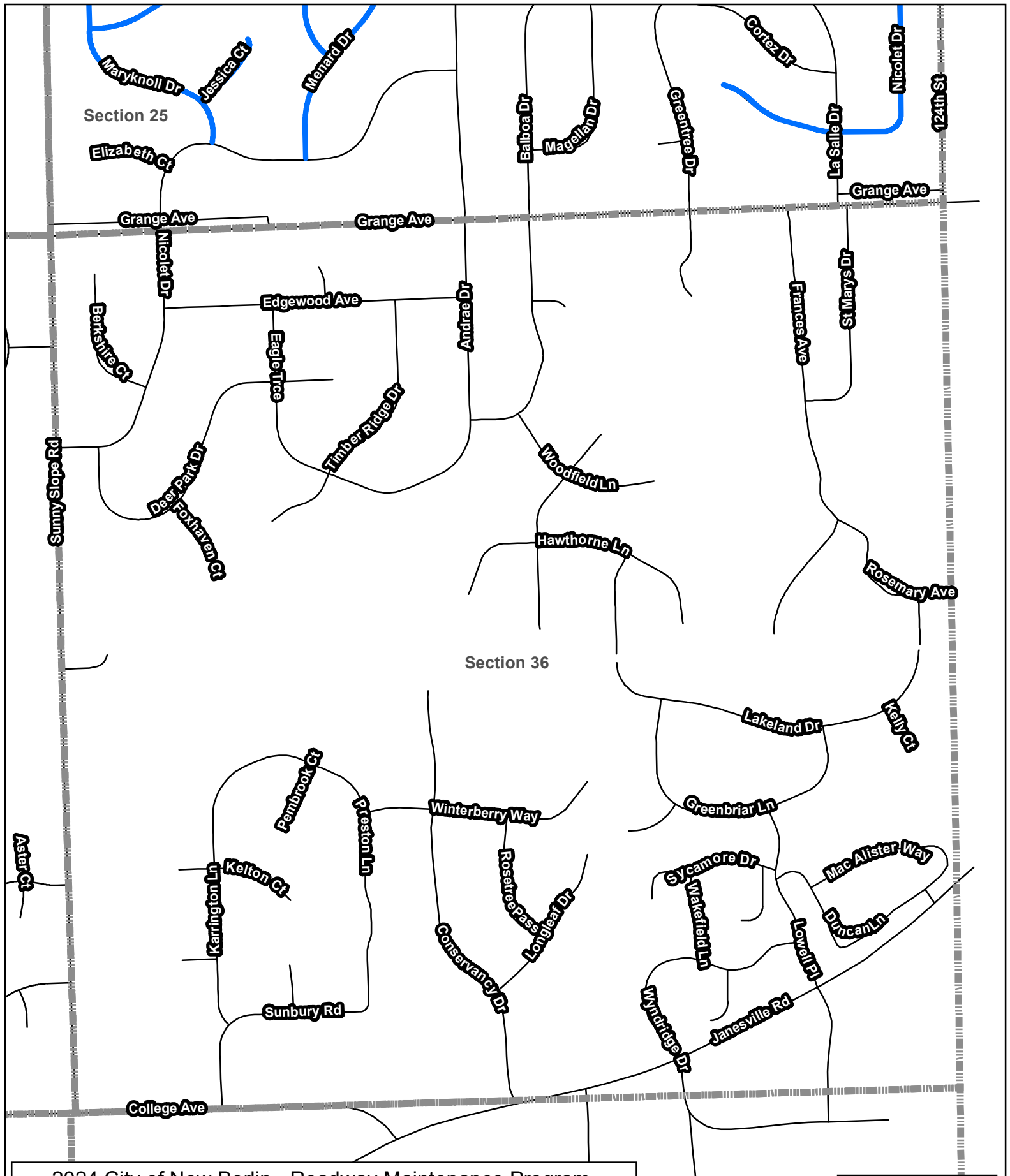
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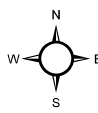


2024 City of New Berlin - Roadway Maintenance Program Joint, Crack Cleaning & Sealing Project

Section 36



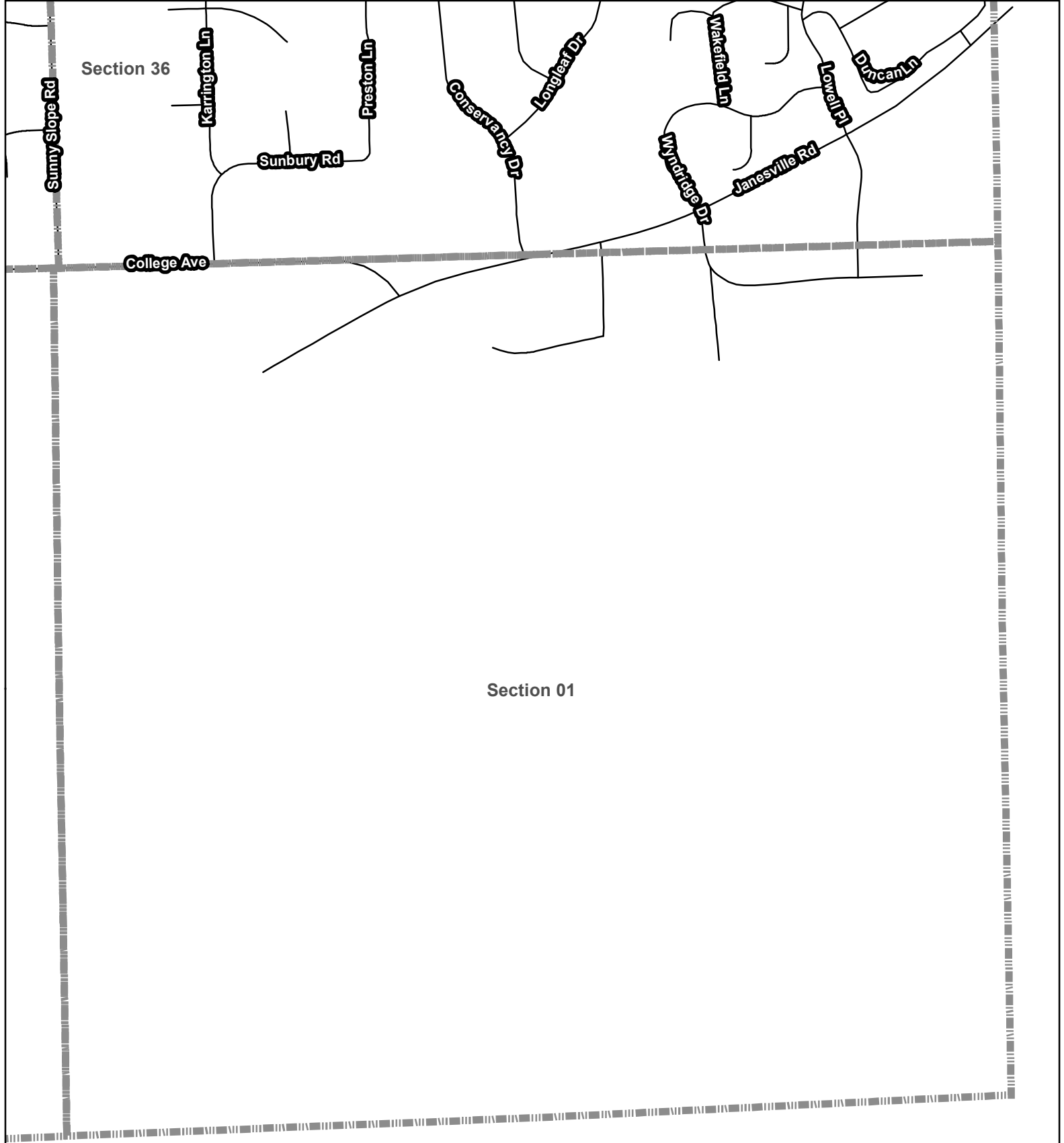
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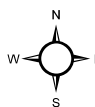


2024 City of New Berlin - Roadway Maintenance Program Joint, Crack Cleaning & Sealing Project

Section 01



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Section 35

Delora Ct
Old Farm Rd
Sunny Slope Rd

College Ave

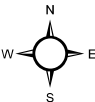
Section 02

2024 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 02



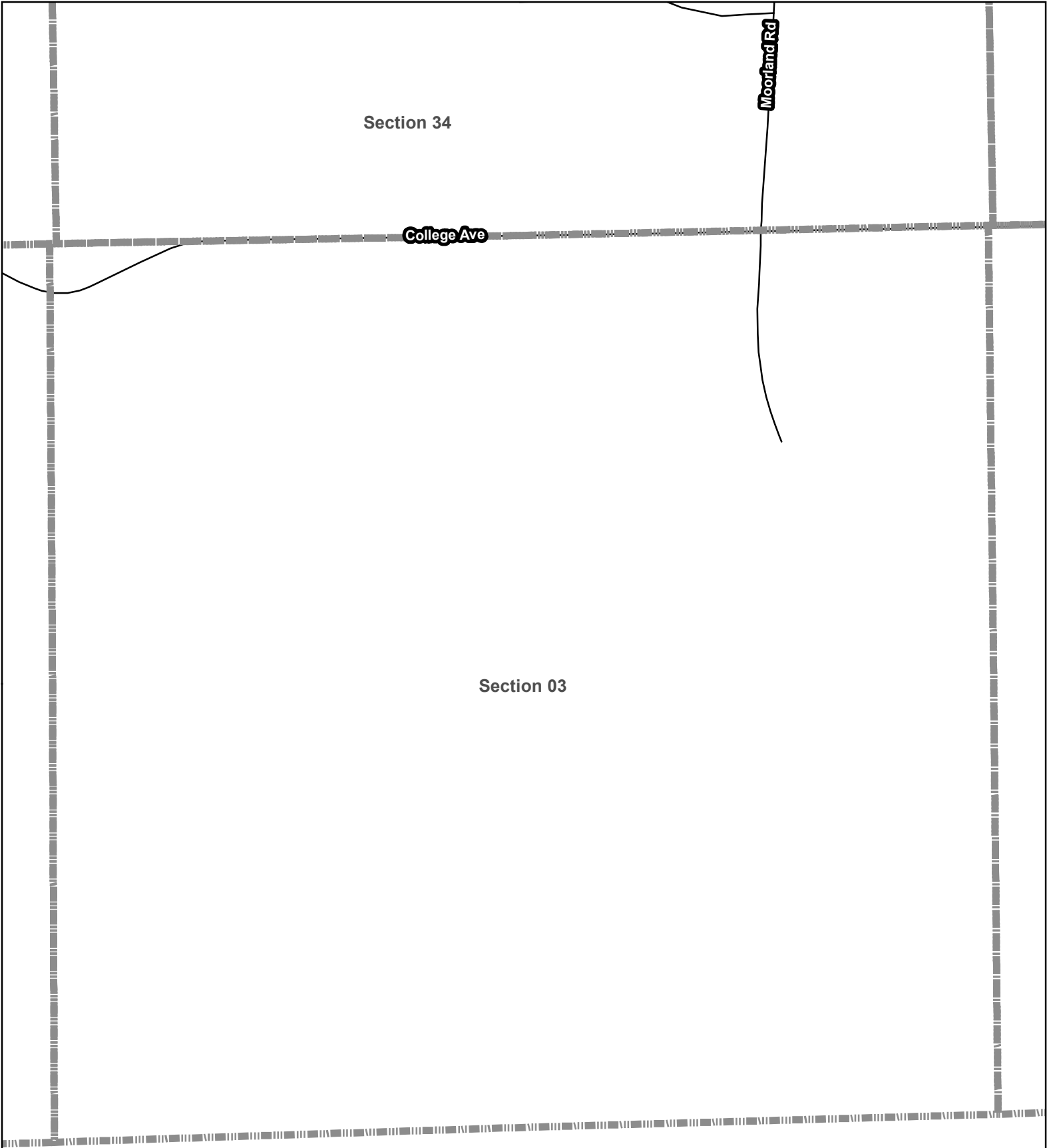
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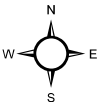


2024 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 03



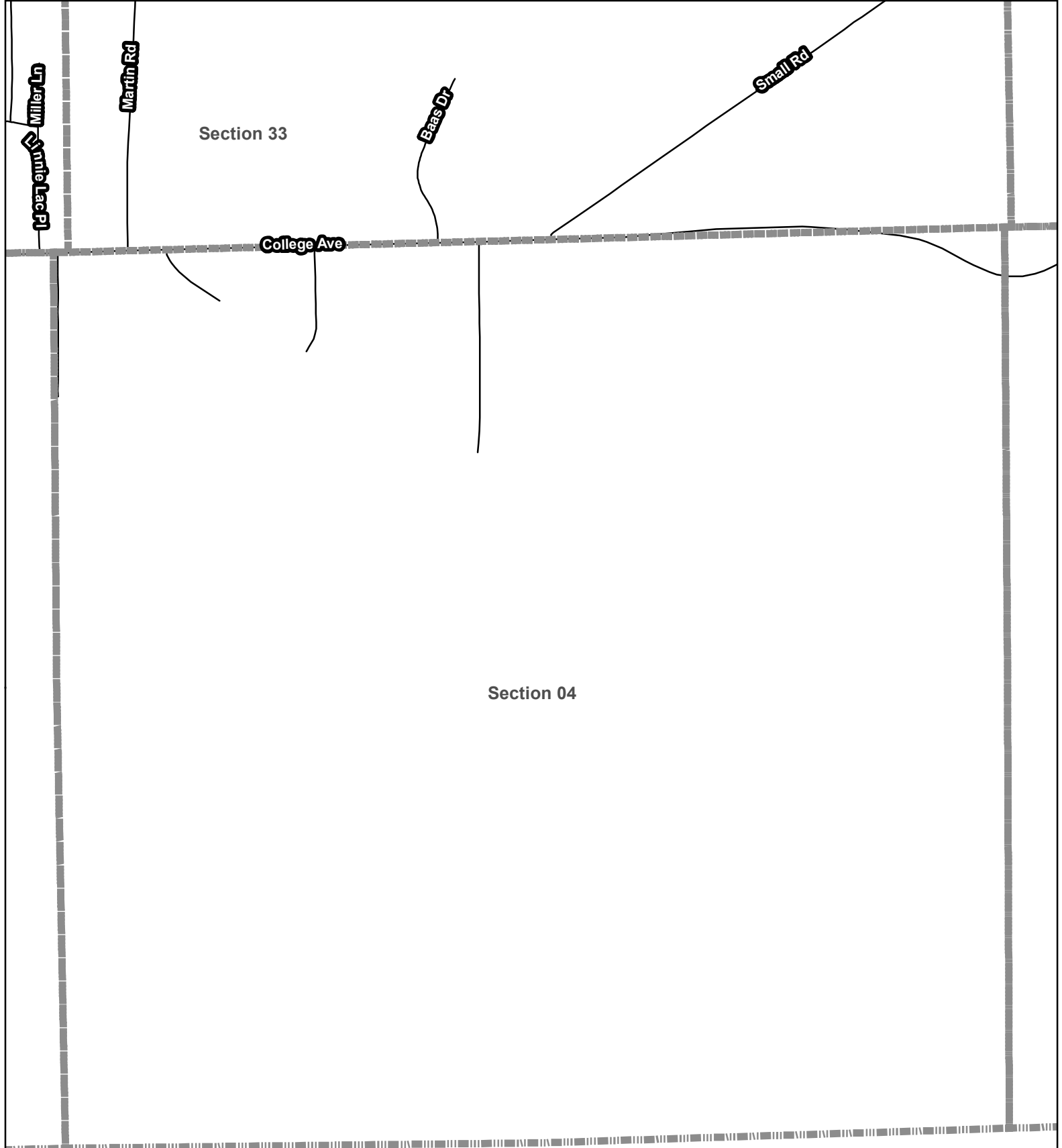
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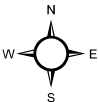


2024 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 04



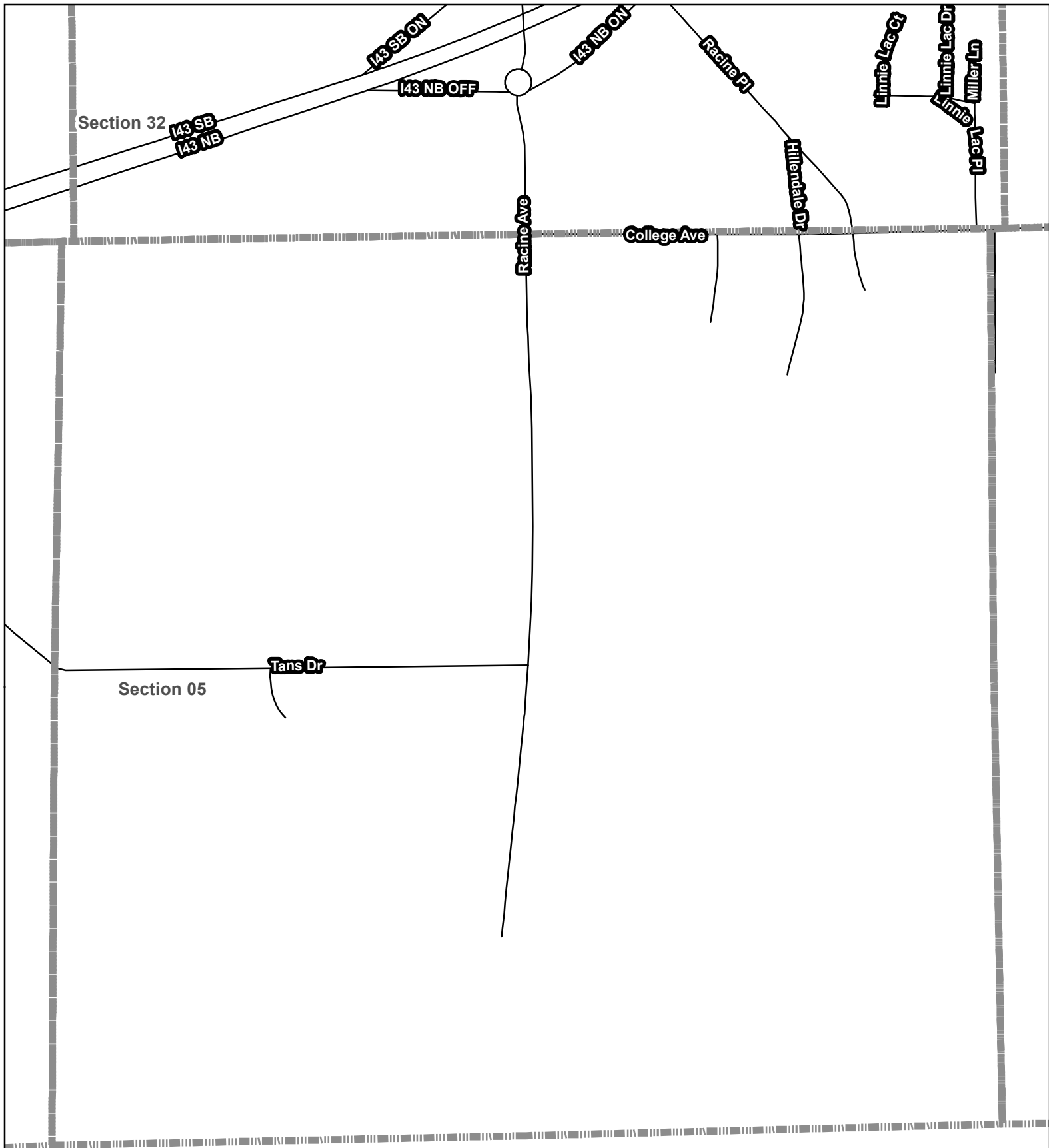
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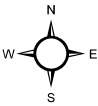


2024 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 05



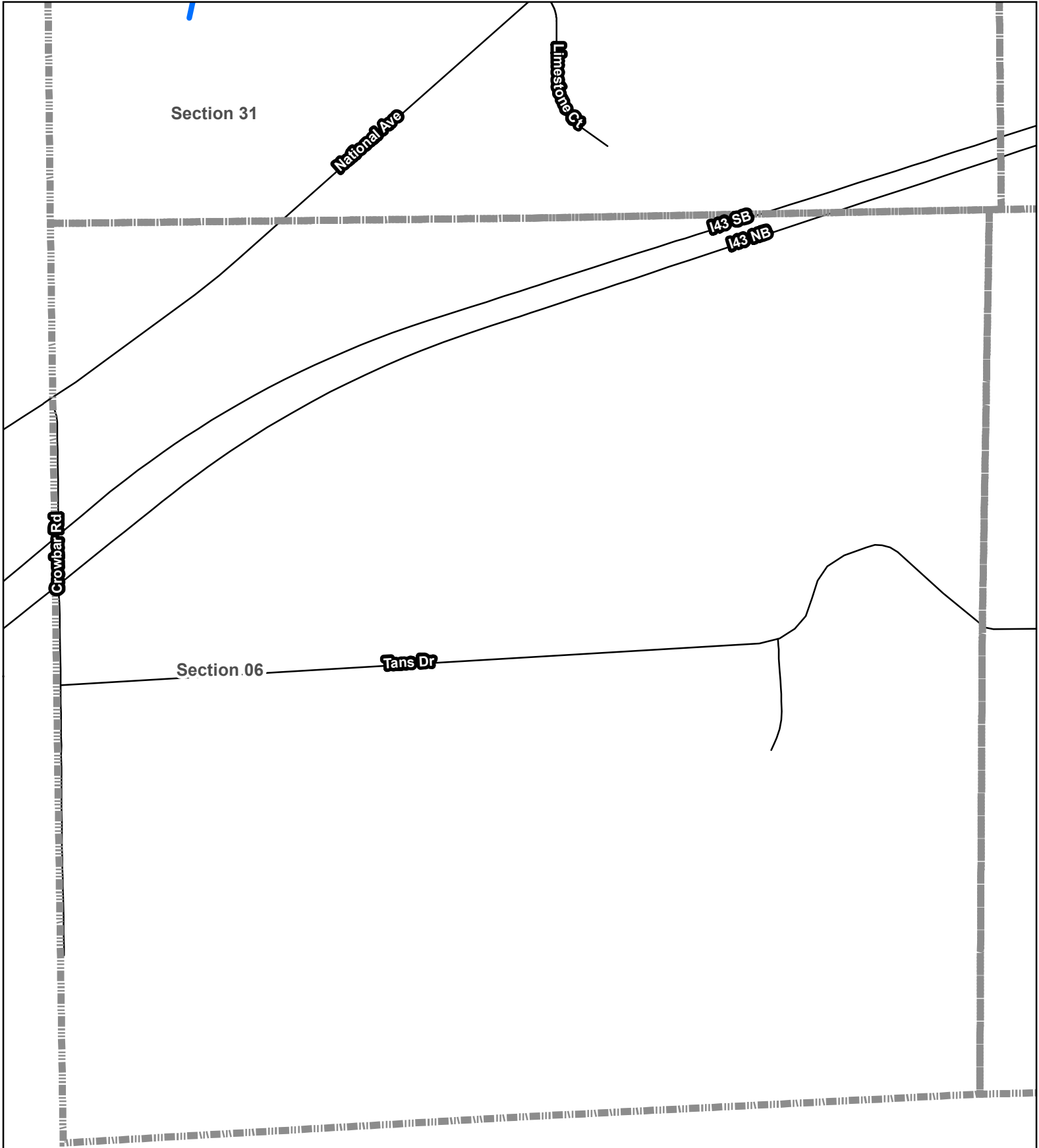
Department of Community Development
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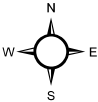


2024 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 06



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Section

CITY OF NEW BERLIN



Lincoln Ave. - City of New Berlin

Construction Oversight Services Associated with the 2024 Roadway Rehabilitation Project and the 2024 Roadway Maintenance Contract

March 8, 2024

March 8, 2024

Ms. Tamara Simonson, P.E.
City Engineer
City of New Berlin
3805 South Casper Drive
New Berlin, WI 53151

Re: Construction Oversight Services Associated with the 2024 Roadway Rehabilitation Project
and the 2024 Roadway Maintenance Contract

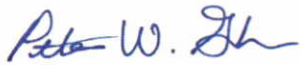
Dear Ms. Simonson,

We are pleased to submit a proposal for this year's roadway rehabilitation and maintenance projects. We understand the impact that these projects have on the City of New Berlin, and we are ready to partner with the City to ensure these projects get completed on time and on budget.

Our Project Manager, Peter Gesch, P.E., brings cost-effective awareness and leadership to the project team. Our team is not only familiar with the standard specifications of the City of New Berlin, but is also very familiar with the Lincoln Avenue project area and coordinating construction activities with adjacent residents and businesses. We will be your eyes and ears in the field to meet your needs. Our construction oversight staff will provide you with the autonomy, thorough documentation, and clear communication that is needed for efficient and successful project completion with minimal impact on the City of New Berlin residents.

We look forward to working with you and your staff on this project and would be pleased to discuss our proposal with you further.

Sincerely,
RUEKERT & MIELKE, INC.



Peter W. Gesch, P.E. (WI)
Municipal Services Team Leader
pgesch@ruekert-mielke.com

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4	Firm Information	13	Project Team
5	Project Understanding	20	Sample Construction Report
6	Project Approach	27	Fee
9	Firm Experience		

KEY DIFFERENTIATORS



LOCAL PRESENCE IN THE CITY

Peter Gesch, P.E., the project manager for these projects, is a resident of the City and will pass through the project area every day. **This brings a cost-effective approach to the management of these projects.**



FAMILIARITY WITH LINCOLN AVENUE PROJECT AREA

Our lead construction review technician, Matt, and one of our possible secondary construction review technicians, Luke, worked on the Lincoln Avenue Reconstruction project and are **familiar with the area and coordinating construction activities with local businesses and residents.**



YOUR EYES AND EARS

We provide detailed and accurate reports, communication with City staff whenever necessary, respectful, and precise tracking with the contractor, and outreach with residents throughout this project.

R/M will function as your eyes and ears during the project to keep you properly informed.

We train our construction review technicians how to handle each element of construction and what to look out for to help the City be most efficient.



Ruekert • Mielke

YOUR INFRASTRUCTURE ALLY

Ruekert & Mielke, Inc. (R/M) is a 100% employee-owned civil engineering firm with **more than 75 years** of service to local communities and organizations. Our engineers, environmental scientists, agricultural experts, and technology consultants empower our clients to thrive by solving infrastructure challenges.

ABOUT

- Established in 1946
- 120+ Employees Located in Wisconsin
- 6x Top Workplace

100%
**EMPLOYEE
OWNED**

LOCATIONS



WAUKESHA, WI
MADISON, WI
GREEN BAY, WI
KENOSHA, WI
MILWAUKEE, WI

SERVICES



AGRICULTURE



CONSTRUCTION SERVICES



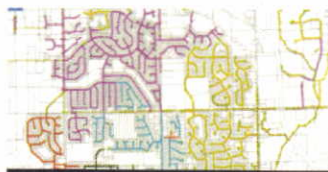
DRONE & SURVEY



ENVIRONMENTAL



FINANCE



GIS



MUNICIPAL & ROADS



PAVEMENT MANAGEMENT



SITE DEVELOPMENT



WASTEWATER



WATER & SCADA



WATER RESOURCES

PROJECT UNDERSTANDING

The 2024 Roadway Rehabilitation and 2024 Roadway Maintenance Projects consist of many different construction components at various locations throughout the City. We have evaluated the contract documents for both projects and understand the project requirements for all phases of work. We are prepared to enforce the contract requirements and work with the City to ensure the safe, successful, and timely completion of both projects. Our firm and project team have extensive knowledge of the construction observation and management of projects like these. **Our past experiences and keen project foresight will allow us to work collectively with the City, Contractor, and City residents to ensure all project stakeholders reach the same goal of a minimally-disruptive, highly-successful project.**

R/M's project team can work autonomously to ensure the requirements of the City are being met without needing to involve the City on every single aspect of the project. City staff will be routinely kept up to date on all project components, schedule changes, project progress, current quantity, and budget status. You will also be notified of any resident concerns and how our project team was able to resolve any issues. **Our ability to work congruently with contractors and residents ensures that you, the owner, can have peace of mind knowing that your project is being completed successfully while the residents of your City are taken care of and their needs are also being met.**

ROADWAY REHABILITATION

There are approximately 4 miles of roadways planned for various forms of rehabilitation. There are various project areas spread out across the entire City in residential subdivisions and rural areas. Our team will review and work with the Contractor to ensure that their project schedule, sequencing, and traffic control plans meet the requirements of the Contract and limit disruptions and inconvenience to the public.

R/M's project team understands that every project component from pavement milling/pulverizing to the large diameter culvert replacement on Lincoln Avenue to pavement markings is equally as important as any other.

Our technical expertise on all aspects of roadway reconstruction/ rehabilitation projects will ensure that the City is getting the quality project that they desire.

The project team will tackle this project with effective communication, inspection, documentation, and project management.

ROADWAY MAINTENANCE PROJECT

There are approximately 31.5 miles of roadway planned to be crack sealed. Our project team will document the Contractor's progress during the project, ensuring their work adheres to the specifications and that project areas are kept swept and clean of debris. The Contractor must have effective rolling traffic control measures to ensure the safety of their workers and the traveling public, in addition to maintaining the integrity of the product that they are applying.

Proper notice to residents is also important to minimize the impact of a crack sealing project on the City residents. Our team will monitor the posting of notices by the contractor to project areas and ensure compliance with the contract documents for traffic control as well. Crack sealing projects consist of several different moving parts and can easily overwhelm a neighborhood if residents are not properly informed.

Our team will work with the contractor to balance all of the moving parts into a well-orchestrated operation that minimizes any disruptions to residents.



PROJECT APPROACH

R/M's team of construction review technicians are collaborative, highly trained, and talented. We regularly collect feedback from our clients regarding their expectations of our Field Services staff, and we use these expectations to further train our staff.

Prioritizing our clients' interests allows us to create comprehensive training to keep our construction review technicians up to date on new technology, inspection techniques, and other aspects of construction, including the soft skills needed to effectively communicate with municipal officials, residents, and contractors.

In addition to the inspection techniques and management skills used by our construction review technicians, they also utilize technology to create electronic daily reports and collaborate with municipal officials, contractors, and residents. Our staff have multiple forms of mobile technology to make our clients' projects successful. **Documentation of the materials used on-site is completed by checking specifications, actual materials such as weigh tickets, concrete delivery tickets, utility structure materials, and related items which are photographed and included in the daily electronic reports.**

Finally, our construction review technicians are trained to use the physical tools needed to check grade, take measurements, and capture photos to properly document construction activities on their reports.

R/M understands the City is looking for qualified consultants to perform various services, including project management, construction observation, quantity tracking, and punch lists.

Our staff submit daily reports before 8 A.M. the next working day. This allows City staff to review the prior day's work and stay informed of project progress.

We also understand that timely project punch listing and closeout is of utmost importance to the City, and therefore, is one of the prime focuses of our project manager. R/M's qualifications, experience, and approach to performing in the areas described above are explained in more detail below.

COMMUNICATION & PROJECT MANAGEMENT

R/M understands that one of the most important tools for a successful project is communication amongst all project stakeholders. Effective communication from the Project Manager with the City ensures that City staff are up to speed on project changes and issues on a regular basis. Communication with the contractor and City residents is just as important to project success. **We acknowledge that City staff cannot dedicate extensive time to these projects and that the chosen consultant needs to be autonomous in managing the project to meet the needs of the City.**

For this reason, we have chosen Peter Gesch, P.E., a project manager with superior communication and management skills. The City can have peace of mind knowing that their project is being managed by someone who cares deeply about exceeding client expectations.

Pete will provide prompt, efficient and accurate review, resolution, and recommendation on payments and potential change orders. **He will monitor daily reports produced by the construction review technicians and work with the field staff to maintain accurate, thorough, and timely tracking of quantities, budget status, and contractor schedules.** This will keep the City Engineer and team constantly informed on the project's progression.

The project management effort will also include preparation of pre-construction meeting agenda and minutes and conducting a pre-construction meeting that ensures project parties are on the same page prior to the start of construction.

CONSTRUCTION INSPECTION

Our construction review technicians are attentive to project activities and experienced with noting deviations from construction specifications as they occur. Our staff promptly work with the contractor to correct the deviations and course correct to meet the City specifications. **This attention to detail and rapid response greatly diminishes the possibility for contract change orders.**

Our lead construction review technician on this project will be Matt Klein who recently served as the lead construction review technician on the Lincoln Avenue Reconstruction project. Matt will be complimented by a team of secondary construction review technicians, if needed, who also were involved in the Lincoln Avenue project or have other experience watching roadway rehabilitation and maintenance projects. R/M also has an experienced bench of Construction Review Technicians that are available to assist depending on contractor crews and scheduling.

The City will have comfort knowing that R/M staff have the communication and documentation skills needed to function as their eyes and ears in the field, guaranteeing adherence to specifications and smooth project progression. As contractor operations and sequencing evolves throughout the project, we will coordinate with staff and ensure that all major project components are being appropriately monitored.

REPORTING

With most construction projects, whether a developer-led project or a City project, the City is responsible for the long-term maintenance and repair of the constructed infrastructure.

Quality observation and documentation go a long way toward ensuring these improvements last the duration of their intended life expectancy before needing replacement.

Incomplete or non-existent documentation of construction activities make it difficult for public works personnel to understand and manage the City's newly-constructed improvements.

Every day during construction, our construction review technicians document construction events, capture photographs, and bid quantities in a digital format that can be transmitted to City staff to keep them informed of the progress.

TRAFFIC CONTROL & STAKEHOLDER COMMUNICATION

Our team will work with the Contractor to develop a traffic control plan that is thorough and maintains safety for the traveling public. Equally important is communication with stakeholders in the project area during major phases of construction, such as paving or any other operations that may impede travel or access. **On the Lincoln Avenue Reconstruction project, our team routinely monitored the Contractor's traffic control and worked with the Contractor to correct deficiencies.** Our team was also successful with communicating with project stakeholders for major phases of construction. While the sizes of the project may be different, our team will still make this a priority.

PROJECT STAKING

We are aware of areas on Lincoln Avenue and Victor Road that are located within the 100-year floodplain. It is important that the finished roadway elevations are not higher than the existing grades. Our team will survey the edges of the roadway and set offset stakes every 50 to 100 feet (depending on Contractor preference) to assist the Contractor in establishing the finished roadway elevations.

ON TIME & ON BUDGET

R/M's project team will work with the City Engineer and contractor to determine the most appropriate project schedule that meets the phasing requirements of the project documents and minimizes disruptions to City residents. The team is familiar with the timeframes needed for various construction components and will consistently monitor construction progress to ensure the project is on schedule to be completed within the specified contract timeframes.

Our team will work with the contractor to ensure the most cost-effective approach to maximizing the City's construction budget dollars and make sure the project is completed on-time and on-budget.

We understand that an efficient project directly correlates to savings for the City by minimizing on-site observation time. We have prepared our not-to-exceed oversight costs around our evaluation of the most efficient way for these projects to be completed. Understanding that unforeseen circumstances arise during construction, we will first work to minimize the possibility of schedule delays and will provide the management and on-site observation needed to stay within our estimated oversight costs.

A project completed on time and on-budget is a top priority for all project stakeholders and R/M has the experience to bring it to fruition.

PROJECT COORDINATION

Peter Gesch, P.E., the Project Manager for these projects, is a resident of the City of New Berlin and passes through the City every day on his way to and from work. This means that Peter can bring a cost-effective approach to the management of these projects by coordinating his daily commute around site meetings or site check-ins with staff.

Peter's hands-on approach to project management will bring the continuity needed for successful project completion.



PROJECT EXPERIENCE





SERVICES

- Construction Observation
- Construction Administration
- Traffic Control
- Project Phasing
- Public Involvement

PROJECT TEAM

- **Matt Klein**
- **Luke Schneider**

CLIENT CONTACT

Tamara Simonson, P.E.
City Engineer
City of New Berlin
3805 South Casper Drive
New Berlin, WI 53151
262-786-8610 x 2519
tsimonson@newberlin.org

LINCOLN AVENUE CONSTRUCTION OVERSIGHT

Ruekert & Mielke, Inc. (R/M) provided construction observation services for the reconstruction of approximately 8,500 lineal feet of Lincoln Avenue, west of Calhoun Road, for the City of New Berlin. This vital oversight role ensured the project addressed significant safety concerns on an existing roadway that previously had inadequate shoulders and was compromised by subsoils and a high groundwater table. The roadway serves essential residential areas and several heavy industries, including the ABB manufacturing and warehouse center.

Through meticulous construction observation, **R/M guaranteed that the widened roadway, featuring a mix of rural and urban cross-sections, was completed according to the highest standards.** These sections were designed to accommodate the surrounding land uses and natural features like wetlands, enhancing traffic safety and flow. The project also included upgrades to signalization and turn lanes at the intersection of Lincoln Avenue and Calhoun Road, the replacement of outdated culverts with new concrete box culverts, and the introduction of bioswale areas for effective runoff treatment.

Extremely poor soil conditions were encountered throughout most of the project. This required extensive excavation below subgrade (EBS) and a modified road cross section of breaker run stone and geogrid installation. **R/M was given the responsibility to make the in-field decisions as to which areas would require the additional EBS.**

Under the experienced leadership of Matt Klein, with over 15 years in roadway and utility construction, and supported by Luke Schneider, R/M's construction observation team played a crucial role in the project's success. They ensured the project adhered to all design specifications and contract documents, managing challenges related to high-traffic areas, maintaining access to all parcels during construction, and navigating difficult soil conditions.

The team's construction observation expertise was critical in managing various project aspects, **including traffic control, project phasing, erosion control, and the installation of cross culverts.** Their commitment to strong communication facilitated smooth interactions with the public, City staff, and contractors, ensuring any concerns were promptly addressed and resolved.

VILLAGE OF HARTLAND, WI



SERVICES

- Road Reconstruction
- Utility Reconstruction & Rehabilitation
- Parking Lot Design
- Construction Administration
- Public Involvement

PROJECT TEAM

- **Peter Gesch, P.E.**
- Mike Hallada, CISEC
- Hunter Reuteman
- Steve Pease

2018-2024 CAPITAL IMPROVEMENT PROJECTS

Annually, the Village of Hartland completes multiple Capital Improvement Plan (CIP) projects totaling over \$3M. As the Village Engineer, Ruekert & Mielke, Inc. (R/M) works with Village officials to design, bid, administer contracts, and manage construction for a multitude of different projects each summer. These CIP projects include roadway and parking lot reconstruction, pavement pulverizing and repaving, pavement milling and resurfacing, utility infrastructure rehabilitation, utility infrastructure reconstruction and relays, joint and crack cleaning and sealing, slurry seal roadway maintenance, and storm water MS4 improvements such as pond dredging or roadway swale construction.

From April 2020 through February 2021 alone, there were a total of seven different CIP projects completed, ranging from \$100K to \$2M. Each project was unique and had its own level of complexity and challenges. **With seven different Contractors and seven different project timelines located in seven different areas of the Village, R/M seamlessly balanced Contract administration and project management with attentive construction inspection and public involvement to exceed expectations of Village officials and successfully complete these challenging projects.**

Each year, R/M's project team ensures that the requirements and specifications of the Village are being met and maintains a professional and reliable relationship with Village Staff and the community. R/M understands the vitality of communication and timeliness when managing small or large scale projects that directly affect the citizens of the Village of Hartland.

CLIENT CONTACT

Dave Felkner
Director of Public Works
210 Cottonwood Avenue
Hartland, WI 53029
(262) 367-2714
dfelkner@villageofhartland.wi.gov

"Working with R/M's team takes the burden off the DPW to make sure these projects get done right. Their attention to detail and timeliness with communication and other project needs eases the mind of the Village Staff knowing that the projects will be successful and meet all our expectations and requirements."

— Village of Hartland, WI



SERVICES

- Road Design
- Storm Sewer Review
- Roadway and Utilities
- Curb and Gutter
- Streetscape
- Construction Review

PROJECT TEAM

- **Luke Schneider**
- **John Keliher**
- Mike Hallada, CISEC
- Hunter Reuteman
- Andy Shird

CLIENT CONTACT

Mark Frye
City Administrator
174 E Wisconsin Ave,
Oconomowoc, WI 53066
262.569.2184
mfrye@oconomowoc-wi.gov

2015 - 2023 ANNUAL ROADWAY AND UTILITY RECONSTRUCTION PROJECTS

Ruekert & Mielke, Inc. (R/M) has worked with the City of Oconomowoc on completing an aggressive road reconstruction program. Years of deferred maintenance resulted in numerous streets in poor condition and the overall City pavement rating beginning to deteriorate. Political leaders recognized that the poor condition of the City streets was a major challenge, and authorized the borrowing of significant funds dedicated to dealing with pavement and drainage problems throughout the City.

Projects ranged from simple mill and resurfacing, to full depth pulverization and overlay (both with spot curb and gutter (C&G) and full C&G replacement), to full removal and reconstruction of the pavement, base course, C&G, drive approaches, and sidewalk. These annual street maintenance programs ranged from approximately \$1.5M to \$4M.

For streets near the City's downtown, streetscape enhancements included following the parameters outlined in the City's Master Plan. These included decorative street lights, stamped and colored concrete terraces and cross walks, as well as tree grates and planter boxes.

Concurrent with the road design, area drainage concerns and storm sewer condition and capacity were also analyzed and included with the projects. Storm sewer facilities were rehabilitated, replaced, and upsized to increase capacity and alleviate recurring flooding problems. Storm water mechanical separators and infiltration trenches were utilized to treat storm water prior to discharging to the Oconomowoc River and area lakes. **This allowed the City to obtain the necessary permits and count towards their WPDES MS4 requirements.**

Sanitary sewer and water supply facilities were also reviewed, and any necessary rehabilitation, relays, or planned upgrades included at the same time. **In addition to the primary roadway and utility work, many other miscellaneous elements throughout the City were included with the annual projects.** These include miscellaneous pavement patches and base repair, curb and gutter replacements, curb ramp replacements to current ADA standards, among others.

PROJECT TEAM



Quality Control/
Engineering Resource

Andy Petersen, P.E.



Project Manager

Peter Gesch, P.E.



Lead Construction
Review Technician

Matthew Klein



Secondary
Construction Review

Luke Schneider



Secondary
Construction Review

John Keliher



PROJECT TEAM



PETER GESCH, P.E.

Project Manager

Peter will be the Project Manager and main point of contact for these projects. **His hands-on project**

management approach will make these projects cost-effective and successful.

Peter provides design and construction administration services on a wide array of projects, giving him comprehensive knowledge of the industry. He understands the need for teamwork, communication, and leadership during the entire duration of a project and will demonstrate these traits on this project as well. These skills allow him to manage projects and work with municipal officials and community members to exceed client expectations.



MATTHEW KLEIN

Lead Construction Review Technician

Matt was the Lead Construction Review Technician on the Lincoln

Avenue Reconstruction project for the City in 2023. His experience includes oversight of major construction projects in municipalities across southeast Wisconsin. He also has experience as a road contractor in the construction of roadways, maintaining traffic control, and effective communication skills with property owners. **Matt's experience in the City and being the lead construction review technician on many other projects will help make this project run smoothly.**



LUKE SCHNEIDER

Secondary Construction Review Technician

Luke has been involved on multiple road construction

and reconstruction projects, including rural to urban conversions. Luke was the main Secondary Construction Review Technician on the Lincoln Avenue Reconstruction project for the City in 2023. Luke is adept at interacting with adjacent property owners so they have a full understanding of the project impacts. **Luke's detailed reports and thorough review of construction specifications eliminates disputes and discrepancies with Contractors.**



JOHN KELIHER

Secondary Construction Review Technician

John Kelliher is proposed as the Secondary Construction Review

Technician for the project. John has experience as a construction review technician on large roadway and utility construction projects in communities across southeast Wisconsin. John is attentive to detail and compliments any project team with detailed reports and quantity tracking. **John will work well alongside Matt and/or Luke and will effectively manage any portion of the project to which he is assigned.**



ANDY PETERSEN, P.E.

Quality Control/Engineering Resource

Andy has more than 25 years of expertise with municipal roadways

and will utilize his experience to **provide quality control and engineering advisory free of charge for this project.** He has a strong background in designing and managing various improvements such as streets, parking lots, utilities, grading, erosion control, temporary traffic control and storm water management. Andy brings exceptional proficiency for pavement improvement projects, honed on projects like planning, designing, and constructing elements of the Franklin Corporate Park over the past 10 years and his pavement improvement work for Waukesha County Parks and the School District of New Berlin for the past 6 and 20 years.

ruekertmielke.com



PETER W. GESCH, P.E.

PROJECT MANGER, MUNICIPAL SERVICES TEAM LEADER

Peter provides design and construction administration services on a wide array of projects, giving him comprehensive knowledge of the industry. He understands the need for teamwork, communication, and leadership during the entire duration of a project. These skills allow him to manage projects and work with municipal officials and the community members to exceed client expectations.

EXPERIENCE

Gebhardt Road Reconstruction & Pedestrian Pathway (2023) *Village of Elm Grove, WI*

Complete reconstruction and geometric improvements to three-quarters of a mile of rural cross section roadway including lane widening, turn lane improvements, ditch grading, culvert replacements, drainage improvements, intersection improvements, and design of a new pedestrian pathway along the corridor. Peter successfully managed the project throughout design and construction to complete the design of this \$1.3M project with a very tight timeline.

Sunnyslope Drive Reconstruction (2020) *Village of Hartland, WI*

Design of the reconstruction of 6,000 linear feet of sanitary sewer, water main, storm sewer, and 2,500 linear feet of roadway reconstruction. Construction administration and oversight of multiple construction inspectors on a \$2M utility and road reconstruction project. Effective communication and outreach with multiple businesses and over 300 residents along the project corridor.

Planning, Review, Design, Construction Oversight (2018- 2024) *Village of Hartland, WI*

Assistance with comprehensive utility infrastructure planning, development site review, and capital improvement plan creation. Design, and construction oversight/administration services on a vast majority of projects, coordinating multiple Contracts at once and managing multiple construction inspectors throughout the construction season, each summer.

Roadway & Utility Rehabilitation Programs (2018-2024) *Village of Hartland, WI*

Design and construction administration of over 15 miles of pavement rehabilitation, miscellaneous roadway patching, parking lot reconstruction, and sanitary, storm, and water structure rehabilitation totaling more than \$12M in construction.

Roadway Maintenance - Crack Sealing & Slurry Sealing (2018-2024) *Village of Hartland, WI*

Design and construction administration of over 60 roadway miles of crack and joint cleaning, routing, and sealing and over 8 roadway miles of slurry sealing as part of the annual roadway maintenance program.

Roadway Reconstruction Projects (2020-2021) *City of Oconomowoc*

Design of annual roadway reconstruction and rehabilitation projects totaling over \$10M in construction.

ruekertmielke.com

CONTACT

262.542.5733
pgesch@ruekert-mielke.com
Waukesha

EDUCATION

- Bachelor of Science, Civil Engineering - University of Wisconsin, Milwaukee

REGISTRATIONS & AFFILIATIONS

- Professional Engineer – WI
- American Council of Engineering Companies – WI



» professional «
engineer



MATTHEW S. KLEIN

SENIOR CONSTRUCTION REVIEW TECHNICIAN

Matt has more than a decade of experience in asphalt paving, milling, pulverizing, and roadway construction/reconstruction. His expertise spans road sub grades and finish grades, asphalt mixes, asphalt paving and grading, paving inspection, GIS final inspection, construction documentation, project preparation, and AutoCAD. Matt has paved asphalt on a number of large state projects as well as paving in nearly every municipality in Southeastern Wisconsin.

EXPERIENCE

Lincoln Avenue Construction Oversight

City of New Berlin, WI

Lead inspector providing construction observation services for the reconstruction of approximately 8,500 lineal feet of Lincoln Avenue. Ensured the project adhered to all design specifications and contract documents, managed challenges related to high-traffic areas, maintained access to all parcels during construction, and navigated difficult soil conditions.

Prairie Creek Subdivision Phase 5

City of Oconomowoc, WI

Inspection of roadway subgrade, finish grade installation and asphalt paving.

Hickory Street Improvements

City of Franklin, WI

Lead inspector of construction for the Franklin Corporate Park water main, sanitary sewer and sanitary force main. In 2022 lead inspection for ½ miles of subgrade, GeoGrid stabilization, finish grade installation for road and asphalt walking paths. As well as, water main tie ins, hydrant relocations, storm sewer and storm bioretention cell installation.

Pleasant View Subdivision Phase 1

City of Franklin, WI

Construction of new subdivision. Lead inspection of storm sewer, sanitary sewer, water main, subgrade and finish grade installation, asphalt paving, concrete curb installation, water service laterals and sanitary sewer laterals.

Spring Street Phase 1

Racine Water and Wastewater Utility

Lead inspection of 36" water main transmission line with concrete curb, reinforced concrete roadway, asphalt pulverization, finish grade installation and asphalt paving.

Road Rehabilitation Project

City of Greenfield, WI

Lead inspector on storm and sanitary structure rehab, paving, milling, ADA ramp removal, and reconstruction, concrete rubblizing, and GIS final inspection of rehabbed structures.

Road Reconstruction and Drainage Improvements

Village of Fontana-on-Geneva Lake, WI

CRT lead inspection on asphalt pavement application as well as surface drainage issues. Also, curb, and gutter installation.

ruekertmielke.com

CONTACT

262.542.5733

mklein@ruekert-mielke.com

Waukesha

EDUCATION

- Operating Engineers Local 139
Journeyman Program - Fox
Valley Technical Institute -
Coloma, WI

REGISTRATIONS & AFFILIATIONS

- HAZMAT Certified
- Advanced Grade Certification
- Advanced Excavation
Certification
- Competent Person
Certification

15+

» years «
experience



Your Infrastructure Ally



LUKE B. SCHNEIDER

PROJECT ENGINEER, CONSTRUCTION REVIEW TECHNICIAN

Luke possesses extensive experience in construction review, GIS and land survey field work. By having an engineering degree, Luke is able to bridge the communication gaps between field and engineering staff alike. Through great communication skills and dedicated attention to detail, Luke takes pride in client satisfaction through all phases of the project he is involved with. Prior to joining R/M, Luke had sizable experience in customer service, public communication, and project efficiency roles. These roles included reviewing and executing client project needs while also maintaining an open dialog with the community's citizens.

CONTACT

262.225.7035
lschneider@ruekert-mielke.com
Waukesha

EDUCATION

- Bachelor of Science,
Civil Engineering
- University of Wisconsin
Milwaukee

REGISTRATIONS & AFFILIATIONS

- American Society of Civil Engineers
- ASTM International
- HDPE Pipe Fusion
Certification - Core & Main



EXPERIENCE

Lincoln Avenue Construction Oversight

City of New Berlin, WI

Provided construction observation services for the reconstruction of approximately 8,500 lineal feet of Lincoln Avenue. Ensured the project adhered to all design specifications and contract documents, managed challenges related to high-traffic areas, maintained access to all parcels during construction, and navigated difficult soil conditions.

Private Property I/I

City of Muskego

Construction observation of the City's lateral replacement project on the West side of Little Muskego Lake. Laterals were replaced by pipe bursting and open set through MMSD Private Property Inflow and Infiltration Program.

Construction Management Experience

- Preparing Preliminary Construction Cost Estimate
- Quantity Tracking
- Processing of Contractor Payment
- Development of Construction and Environmental Permits
- Project Manual Development
- Construction/Utility Coordination and Scheduling
- Public Engagement
- Post Construction Punch Listing

Construction Observation Experience

- Road and Site Grading
- Pavement Base Replacement
- Asphalt/Concrete Pavement
- Concrete Curb and Gutter
- Storm Sewer
- Storm Culvert Flow By-Pass Systems
- Bioretention Facilities
- Erosion Control
- Traffic Signal Modifications
- Traffic Control
- Pavement Markings
- Restorations

Field Survey Experience

GPS/GNSS, Robotic Total Station:

- Roadway Topographic Survey
- Construction Stakeout/As-Built Survey
- Location Survey
- Site Planning Survey



JOHN W. KELLIHER

PROJECT ENGINEER, CONSTRUCTION REVIEW TECHNICIAN

John has experience as a Construction Review Technician on large roadway and utility reconstruction projects. John's degree in civil engineering and role as a project engineer brings added knowledge of the industry to his role on any team. John is attentive to detail and thorough in his work, which brings peace of mind to the clients he works with.

CONTACT

262.542.5733
jkelliher@ruekert-mielke.com
Waukesha

EDUCATION

- B.S. - Civil Engineering
- University of Wisconsin,
Milwaukee

EXPERIENCE

Construction Management for 2023 Streets Projects

City of Oconomowoc, WI

Performed construction observation on multiple roadways for the City's annual road maintenance projects.

Town-N-Country Storm Water Improvements

City of Kenosha, WI

John inspected multiple storm sewer crew(s) and reviewed pavement restoration work. He oversaw quantities at the end of each day and was in charge of communicating with contractors and residents on a daily basis. John shot elevations, measured lengths, and forecasted.

The Crossroads Neuman Development

Village of Saukville, WI

John inspected the sanitary sewer crew. He was in charge of managing the inspection services for that project in the field. John shot elevations, measured lengths, and forecasted.

Construction Observation & Administration

City of Oconomowoc, WI

- 2023 Streets Projects
- Arrowood Subdivision
- Morgan Station

Village of Hartland, WI

- 2022 Utilities Program
- 2022 Paving Program

Village of Merton, WI

- Stone Ridge Subdivision

City of Saint Francis, WI

- Kinnickinnic Avenue Road Reconstruction

Village of Mukwonago, WI

- Chapman Farms
- 600 Perkins Drive - IDC



ANTHONY D. PETERSEN, P.E.

QUALITY CONTROL/ENGINEERING RESOURCE

Andy has more than 25 years of expertise in municipal and school site improvement projects. He has a strong background in designing and managing various improvements such as streets, parking lots, utilities, grading, erosion control, temporary traffic control and storm water management. Andy brings exceptional proficiency for pavement improvement projects, honed on projects like planning, designing, and constructing elements on Watertown's Annual Street & Utility Improvements, Gebhardt Road Reconstruction, and the School District of New Berlin for the past 20 years. His work with the School District of New Berlin has provided a familiarity with City of New Berlin staff and standards.

CONTACT

262.542.5733
apetersen@ruekert-mielke.com
Waukesha

EDUCATION

- B.S. Civil Engineering
- Iowa State University

REGISTRATIONS & AFFILIATIONS

- Professional Engineer- WI & IA
- WASBO Service Affiliate Member
- CDT - Construction Document Technologies
- National Society of Professional Engineers
- Metro Chapter of Wisconsin Society of Professional Engineers
- Waukesha Engineering Scholarship Fund - Treasurer
- American Council of Engineering Companies

25+

» years «
experience

EXPERIENCE

Annual Street & Utility Improvements (2021-2023) City of Watertown

Project manager and lead designer for the design of two separate street and utility projects located within historic districts in the City. The projects included erosion control, grading, sanitary sewer improvements, water main improvements, drainage study, storm sewer improvements, sidewalk replacement, intersection design, street reconstruction, pavement markings, tree preservation, utility coordination and railroad coordination. The 2022 project corridor was approximately 7,300 linear feet along multiple streets. The 2023 project corridor was approximately 3,500 linear feet along multiple streets. Total construction cost for both projects was estimated to be \$7.7M. Design included utility coordination, railroad coordination and flooding analysis.

Gebhardt Road Reconstruction & Pedestrian Pathway Village of Elm Grove

QA/QC and client manager for reconstruction and geometric improvements to approximately 4,000 linear feet of rural cross section roadway including lane widening, turn lane improvements, ditch grading, culvert replacements, drainage improvements, intersection improvements, and design of a new pedestrian pathway along the corridor. The total cost of the project was \$1.3M.

Summit Avenue & Delafield Street City of Waukesha

Project manager and lead designer for design of multiple phases of street and utility reconstruction. Public improvements include 17,000 linear feet of public sanitary gravity sewer, water main and storm sewer pipelines, sidewalks, 6,000 linear feet of reconstructed pavement, traffic signals and pavement markings. Projects included private utility coordination, coordination with Waukesha Water Utility, inclusion of water main designs in bid packages, erosion control, traffic control, drainage study and public involvement. The total construction cost for these projects was approximately \$6.9M.

Engineering Services

School District of New Berlin

Engineering services for the school district including grading, sanitary sewer collection, water distribution, landscaping, parking lots, concrete curb and gutter, access drives, storm water management facilities, storm water management plans, ditch grading, flood abatement, water main distribution systems, athletic fields, tennis courts, traffic signals, and site lighting.

SAMPLE CONSTRUCTION REPORT



CONSTRUCTION REPORT

Road Grading

New Berlin, City of

NAME 20230830 MSK
PROJECT # 14-10034.320
CONTRACTOR Vinton
DATE 8/30/2023

PROJECT NAME Lincoln Ave. Reconstruction

IN Lincoln Ave Shts 24, 25 & 53

From: Calhoun Rd

To: West Project Limits

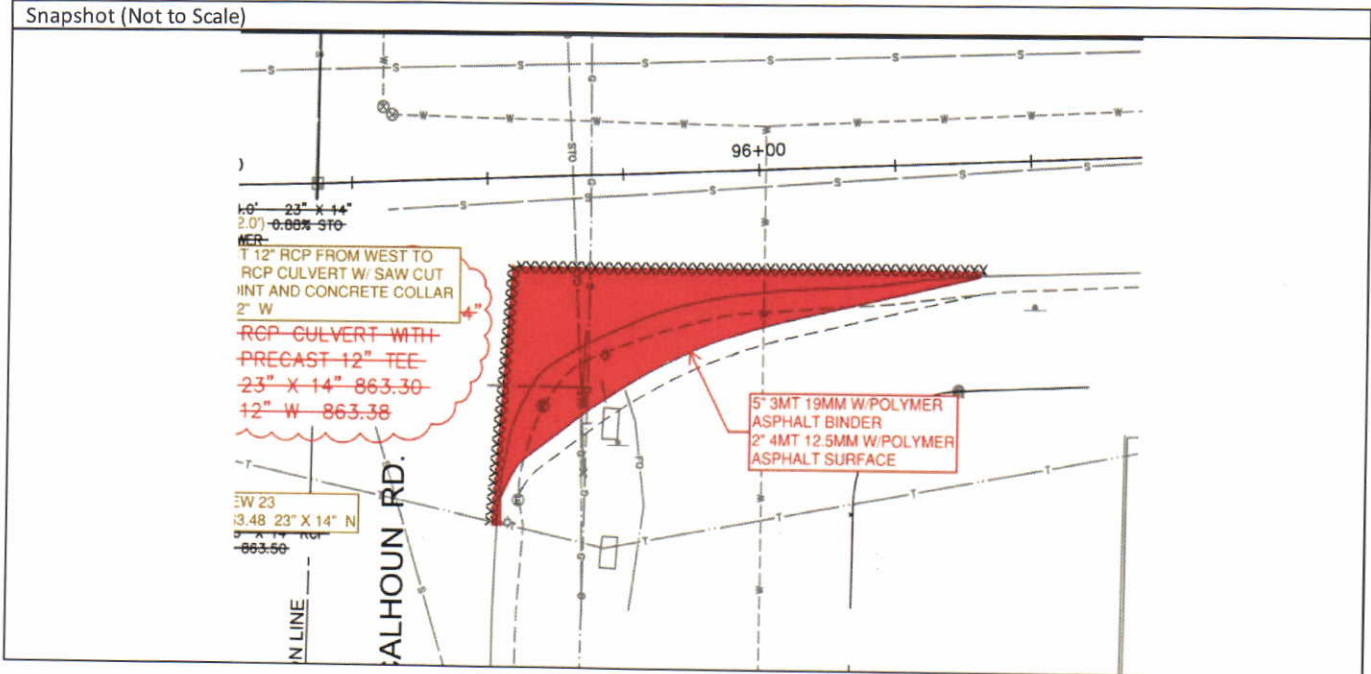
AM Clear or Sunny

Temp 51

PM Clear or Sunny

Temp 70

Snapshot (Not to Scale)



Crew	Foreman: Jesse, Crew: Operator - 9 Laborer - 5
Equipment	Excavator - Volvo EW 180D - 1 Front End Loader - Volvo L 110G - 1 Excavator - John Deere 470G - 1 Smooth Drum Roller - CAT CS56B - 1 Dozer - CAT D4 - 1 Dozer - CAT D6X - 1 Water Truck - 1 Dump Trucks - 2 Paver - Blaw Knox - 1 Skid Steer - Case SV280 - 1 Water Truck - Freightliner - 1
Ground Conditions	Clay, organic soils and stone
Bedding Cover	

Working Time						Notes
Worker	From	To	Hours	RT	Total	
Contractor	6:30	5:30	11			Vinton
Contractor	6:30	4:00	9.5			NPL
CRT	6:30	4:30	10	1	11	
Contractor	12:00	3:30	3.5			Payne & Dolan

CRT Signature

Matthew Klein

NAME: 20230830 MSK

PROJECT # 14-10034.320

DATE: 8/30/2023

CONTRACTOR: Vinton

Bid Items

Item #	Description	Unit	Qty	Notes / Attributes
36	Storm Sewer, RCP, Class IV, 15-inch, Driveway/Cross Culvert	LF.	48	Certified Products Driveway
44	Storm Sewer, Apron Endwalls, RCP, Class IV, 15-inch	EA.	3	32, 33 & 37
55	Dense Graded Base, 1 1/4-inch	TON	223.24	
59	HMA Pavement, 3 MT 58-28 H, (Binder)	TON	43.55	Southeast corner of Calhoun Rd and Lincoln Ave
60	HMA Pavement, 4 MT 58-28 H, (Surface)	TON	22.08	Southeast corner of Calhoun Rd & Lincoln Ave

Summary, Comments & Visitors
Notes

- Contractor watered the granular road base throughout the day for dust control purposes
- Contractor installed pipe joint ties on the first two pipe from AEW

Timeline

- 06:30 - CRT arrives on-site to discuss grading operations on Calhoun Rd and Lincoln Ave and culvert installation with Vinton
- 07:00 - Contractor removes existing asphalt on the Southeast corner of Lincoln Ave and Calhoun Rd. Contractor will excavate the 22" to subgrade.
- 07:15 - CRT moves to Certified Products driveway entrance for 15" RCP culvert installation. Contractor will shorten the proposed pipe length from 50' to 48' and revise the pipe slope to 1.75 percent.
- 07:30 - Contractor sets 15" AEW 32 (INV. 832.20)
- 08:00 - Contractor begins installing 15" class 5 RCP with pipe ties at joint connection
- 08:30 - Contractor finishes installing the West half of Certified Products driveway backfills trench and switches traffic over
- 09:00 - Contractor sets AEW 33 (INV. 833.10) and installs 1 1/4" TB backfill with compaction
- 09:30 - CRT moves to Calhoun Rd
- 10:00 - Contractor reaches proposed sub grade and will begin installing 1 1/4" TB in 2 lifts with compaction. CRT will move to NBG for utility conflict site meeting.
- 10:45 - Utility meeting ends. NPL will finish drilling gas main and services by the end of the week or early next week. WE Energies Electric will hydro excavate the 3 phase power line at STA 19+20 and lower or splice and lower in the North ditch line. Spectrum will re-drill and lower the their cable line at STA 20+00 by the end of the week.
- 12:00 - Contractor moves to NBG driveway to install 15" AEW 37. CRT moves to the southeast corner of Calhoun Rd and Lincoln Ave and waits for paving crew to arrive.
- 12:30 - Payne and Dolan patch crew arrives and CRT and foreman discuss pavement installation
- 13:30 - Dump trucks arrive with 3MT19MM W/Polymer asphalt binder mix and Payne & Dolan begins installing the first 2 1/2" lift of binder
- 14:15 - Contractor installs the second 2 1/2" lift of 3MT binder
- 14:45 - Dump truck arrives with 4MT 12.5MM W/Polymer asphalt surface mix and begins installing the 2" surface course
- 15:00 - Contractor finishes installing asphalt surface and continues roadway clean up. CRT advised the foreman to the leave the patch closed off with barrels for the remainder of the day. CRT would have the Vinton grading foreman remove the barrels at the end of the day.
- 15:30 - CRT moves back to grading crew who continues installing topsoil in the North and South ditch lines from the box culvert to Certified Products driveway entrance
- 16:30 - Contractor continues grading top soil. CRT and foreman discuss quantities for the day and the CRT leaves the site.

NAME: 20230830 MSK

PROJECT # 14-10034.320

DATE: 8/30/2023

CONTRACTOR: Vinton

	Information
	Filename: 20230830 MSK GRADE 001 Asphalt removal on the Southeast corner of Calhoun Rd and Lincoln Ave.jpg Caption:

	Information
	Filename: 20230830 MSK STO 002 AEW 32 with tie rods.jpg Caption:

	Information
	Filename: 20230830 MSK GRADE 003 Excavation around existing utilities on Calhoun Rd.jpg Caption:

	Information
	Filename: 20230830 MSK STO 004 15 inch CMP on the East side of Certified Products driveway.jpg Caption:

NAME: 20230830 MSK

PROJECT # 14-10034.320

DATE: 8/30/2023

CONTRACTOR: Vinton

	Information Filename: 20230830 MSK STO 005 AEW 33.jpg Caption:
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	Information Filename: 20230830 MSK GRADE 006 Sub grade on Calhoun Rd.jpg Caption:
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	Information Filename: 20230830 MSK GRADE 007 Exsting STO sewer in grade on Calhoun Rd.jpg Caption:
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	Information Filename: 20230830 MSK GRADE 008 Installing 1.25 inch TB base course on Calhoun Rd.jpg Caption:
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NAME: 20230830 MSK PROJECT # 14-10034.320 DATE: 8/30/2023 CONTRACTOR: Vinton



Information

Filename: 20230830 MSK GAS 009
Installing new gas line to NBG at STA 20+00.jpg

Caption:



Information

Filename: 20230830 MSK PAVE 010
First asphalt binder ticket.jpg

Caption:



Information

Filename: 20230830 MSK PAVE 011
First 2.5 inch lift of asphalt binder.jpg

Caption:



Information

Filename: 20230830 MSK PAVE 012
Hand work on the second lift of binder.jpg

Caption:

NAME: 20230830 MSK

PROJECT # 14-10034.320

DATE: 8/30/2023

CONTRACTOR: Vinton

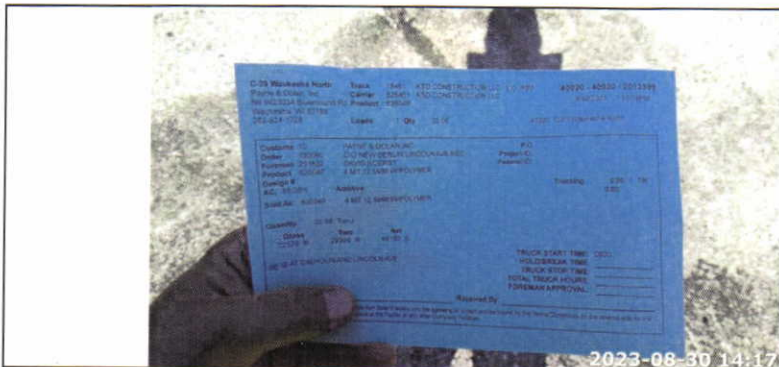


2023-08-30 14:12

Information

Filename: 20230830 MSK PAVE 013
Compaction of asphalt binder.jpg

Caption:



2023-08-30 14:17

Information

Filename: 20230830 MSK PAVE 014
First and Last asphalt surface
ticket.jpg

Caption:



2023-08-30 14:38

Information

Filename: 20230830 MSK PAVE 015
Installing asphalt surface lift with the
paver.jpg

Caption:



2023-08-30 14:57

Information

Filename: 20230830 MSK PAVE 016
Finished asphalt surface course.jpg

Caption:

FEE



ESTIMATED FEE

The fee for the Construction Oversight Services associated with the 2024 LRIP Roadway Rehabilitation Project and 2024 Roadway Maintenance Project is time and materials not-to-exceed the cost of \$139,416. The cost of expenses such as mileage and printing costs are included in the base hourly rate of each individual.

The City will only be charged for the actual hours of personnel to complete all tasks, thus if the overall hours are less than indicated on the attached sheet the overall cost will be lower.

City of New Berlin 2024 LRIP Roadway Rehabilitation Project and 2024 Roadway Maintenance Project	Professional Services			Total Hours	Total Cost
	Project Manager	Lead Construction Review Technician	Secondary Construction Review Technician		
	\$179	\$126	\$92		
2024 LRIP Roadway Rehabilitation Project - Base Bid					
Preconstruction Meeting and Preconstruction Photos	5	14	0	19	\$2,659
Resident Communication	6	8	0	14	\$2,082
Site Visits and Field Assistance	40	0	0	40	\$7,160
Preconstruction Staking Edge of Pavement Elevation Offsets (Lincoln)	0	20	0	20	\$2,520
Traffic Control and Pavement Marking	4	8	0	12	\$1,724
Common Excavation	6	80	16	102	\$12,626
Pulverize and Proof Rolling	8	80	0	88	\$11,512
Milling and Proof Rolling	6	40	0	46	\$6,114
Base Repair	10	110	24	144	\$17,858
Curb and Gutter Remove and Replace	4	30	20	54	\$6,336
Storm Sewer/Culverts and Utility Structure Adjustment, Miscellaneous items	6	24	6	36	\$4,650
Asphaltic Pavement Placement	16	120	30	166	\$20,744
Shoulder Placement and Restoration	2	20	4	26	\$3,246
Pay Requests, Change Orders, and Project Closeout	15	4	0	19	\$3,189
Project Total	128	558	100	786	\$102,420
Alternate A - Roadway Rehabilitation Project					
Communication/Coordination with Businesses	2	4	0	6	\$862
Preconstruction Staking Edge of Pavement Elevation Offsets (Victor)	0	6	0	6	\$756
Site Visits and Field Assistance	2	0	0	2	\$358
Traffic Control	1	6	0	7	\$935
Common Excavation	0	8	0	8	\$1,008
Pulverize and Proof Rolling	3	15	0	18	\$2,427
Base Repair	4	12	12	28	\$3,332
Storm and Utility Structure Adjustment, Miscellaneous items	0	0	6	6	\$552
Asphaltic Pavement Placement	2	16	0	18	\$2,374
Shoulder Placement and Restoration	0	0	6	6	\$552
Pay Requests, Change Orders, and Project Closeout	1	0	0	1	\$179
Project Total	15	67	24	106	\$13,335
2024 Roadway Maintenance Project					
Preconstruction Meeting	2	2	0	4	\$610
Resident Communication	2	0	2	4	\$542
Site Visits and Field Assistance	8	0	0	8	\$1,432
Traffic Control	2	0	4	6	\$726
Crack Sealing Inspection	0	4	204	208	\$19,272
Pay Requests, Change Orders, and Project Closeout	5	0	2	7	\$1,079
Project Total	19	6	212	237	\$23,661
ESTIMATED TOTAL HOURS	162	631	336	1129	\$139,416

STAFF REPORT

EXECUTIVE SUMMARY

APPLICANT: City of New Berlin

PROJECT: Grange Avenue Reconstruction

LOCATION: Moorland Road to 124th Street

REQUEST: Approval of the Design Contract to Reconstruct Grange Avenue

D.C.D. RECOMMENDATION: Recommend to the Common Council the awarding of a Professional Services Design Contract to the most responsive, qualified consultant, *Kapur & Associates, Inc.* for the design to reconstruct Grange Avenue from Moorland Road to 124th Street in an amount of \$479,605.00 with contingencies the not-to-exceed total project costs are \$481,000.00 from accounts 04251100 63009 C2024 and 04251100 63028 C2021.

1. In February, the City of New Berlin solicited proposals for design services to reconstruct Grange Avenue from Moorland Road to 124th Street. The work consists of preparing plans, specifications and estimates to reconstruct this roadway in 2027.
2. The total length of the roadway segment is approximately 2 miles. It is currently rated a 50 on the PASER scale. The Roadway is starting to show signs of deterioration and due to the structural and geometric changes needed to bring this arterial up to current standards, it is beneficial to start the design process. Major design elements are included in the attached Scope of Services.
3. The intersection of Sunny Slope Road and Grange Avenue was reconstructed in 2021 as a standalone project.
4. Design services will include a wetland delineation, storm water analysis, roadway design, agency coordination and permitting.
5. The Request for Proposals requested that consultants provide Right-of-Way acquisition administration services with their cost. However, due to budget constraints, staff is recommending removing these services from the contract. A budget for these services will be requested in the 2025 CIP budget, and a contract modification will be made if approved.
6. The consultant's proposal included archeological studies, which are not anticipated to be necessary for this project and were not included in the Request for Proposal. The cost for archeological studies has been removed from the consultant's total cost.
7. On March 8, 2024, the City received five (5) Proposals for the Professional Engineering Services for the Grange Avenue Reconstruction design. Staff reviewed the proposals and determined that Kapur & Associates, Inc. is the most responsive, qualified consultant.
8. A summary of the Composite Scoring Sheet is attached to the Staff Report.

DETAILS IN ATTACHED STAFF REPORT

CITY OF NEW BERLIN
DEPARTMENT OF COMMUNITY DEVELOPMENT
BOARD OF PUBLIC WORKS STAFF REPORT
Meeting of March 18, 2024

Grange Avenue Reconstruction Design

DATE STAFF REPORT CREATED: 3/12/24

APPLICANT: City of New Berlin

REQUEST / DESCRIPTION OF PROJECT: The project consists of reconstructing Grange Avenue from Moorland Road to 124th Street. The project will include wetland delineation, storm water analysis, roadway design, agency coordination and permitting.

PROPOSALS RECEIVED: 5

SELECTED CONSULTANT: Kapur & Associates, Inc.

FISCAL IMPACT:

Design Cost (2024)	\$ 479,605.00
Right-of-Way Acquisition (2025, estimated)	\$ 615,225.00
Construction Cost (2027, estimated)	\$5,215,000.00

SOURCE OF FUNDS

Grange Ave – Moorland Rd to 124 th St	04251100 63009 C2024	\$370,000.00
Grange & Sunny Slope Intersection	04251100 63028 C2021	\$111,575.00 (residual funds)

D.C.D. RECOMMENDATION:

Recommend to the Common Council the awarding of a Professional Services Design Contract to the most responsive, qualified consultant, Kapur & Associates, Inc. for the design to reconstruct Grange Avenue from Moorland Road to 124th Street in an amount of \$479,605.00 with contingencies the not-to-exceed total project costs are \$481,000.00 from accounts 04251100 63009 C2024 and 04251100 63028 C2021.

Attachments:

Request for Proposal – Scope of Services & Map
Composite Scoring Sheet
Selected Proposal – Project Approach

**CITY OF NEW BERLIN
REQUEST FOR PROPOSAL
GRANGE AVENUE
ROADWAY DESIGN**

The City of New Berlin (City) desires to retain the professional services of an engineering consultant to complete a design and preparation of final roadway plans and specifications for the reconstruction of Grange Avenue from Moorland Road to 124th Street for potential reconstruction in 2027.

Qualified consultants are invited to submit proposals to accomplish the scope of work hereinafter defined. The consultant will be expected to work directly with the City, WDNR, and any other necessary permitting agencies. The City Engineering Services Division will be the lead agent for the Project. The consultant will report to the City Engineer or designee.

I. Project Description and Scope of Services

General

A. The condition of the roadway has deteriorated, requiring reconstruction. The existing corridor has ditches with steep slopes, utilities near the roadway, poor drainage, and narrow pavement.

C. The existing Right-of-Way width varies, and the City desires to purchase Right-of-Way to the ultimate width of 80-feet. The consultant shall perform, or retain a sub-consultant to perform, the Right-of-Way acquisition per Wisconsin State Statute 32 procedures.

D. The existing pavement section is rural and consists of two 12-foot wide driving lanes with variable gravel shoulder width. The proposed cross section consists of two 12-foot wide driving lanes, 5-foot wide paved shoulders, and 3-foot wide limestone shoulders. An urban cross section may be considered if it is needed due to site constraints.

E. Waukesha County is currently designing the reconstruction of Moorland Road from Grange Avenue to College Avenue. As part of the County's project, impacts to Grange Avenue are anticipated. The consultant will be expected to coordinate the design of the City's project with the County's project.

F. The City reconstructed the intersection of Sunny Slope Road and Grange Avenue in 2021. The limits of the design will be the reconstruction limits, except where needed to match pavement widths to the reconstructed cross section.

II. Data Collection

A. The selected consultant shall complete a field survey of the roadway, roadside ditches, underground utility locations, existing storm water conveyance

structures, individual property low points, and any other pertinent features necessary to complete a design approved by the City.

B. The selected consultant shall compile existing topographic, cadastral and utility as-built information as needed from the City of New Berlin data files.

C. The field survey shall be completed based upon NAD 1983 (2011) State Plane Wisconsin South horizontal coordinates, and NAVD 88 vertical datum. Verify the accuracy of City topographic data by comparing to field survey data.

D. The consultant shall perform, or retain a sub-consultant to perform, soil borings along the route. Three (3) borings shall be taken every 1,000 feet, starting approximately 1,200 feet east of Moorland Road to 500 feet west of Sunny Slope Road, and starting approximately 600 feet east of Sunny Slope Road to 500 feet west of 124th Street, with one boring in the centerline of the roadway, and one boring near each flow line of the north and south ditches. Bore holes within the pavement shall be backfilled with crushed limestone to 5 inches below the pavement surface, and cores reinstated. Bore holes in soft surface shall be backfilled with spoils and finished with 4 inches of topsoil and seed. The City will issue an Excavations in Public Right of Way Permit for this work, and will waive the permit fee.

E. The consultant shall perform, or retain a sub-consultant to perform, excavations to expose underground private utilities within the ultimate Right of Way or proposed Temporary Limited Easements. The private utilities shall be included in the survey and design to determine which utilities are in conflict with the design. After private utilities are relocated, the utilities shall be exposed and surveyed to ensure they are not relocated into conflict with the design. The consultant shall be responsible for all utility coordination throughout the design process. Excavations within the pavement shall be backfilled with crushed limestone to 5 inches below the pavement surface, and cores reinstated. Excavations in soft surface shall be backfilled with spoils and finished with 4 inches of topsoil and seed. The City will issue an Excavations in Public Right of Way Permit for this work, and will waive the permit fee. This item shall be included in the proposal as an alternate that the City may remove from the contract.

F. The site contains wetland indicators. A wetland delineation shall be performed as necessary to construct the design. The delineation shall be either performed by an assured delineator, or submitted to the DNR for concurrence. All permits necessary to construct the design shall be coordinated by the selected consultant.

G. The consultant shall perform, or retain a sub-consultant to perform, a traffic study within the corridor. The traffic study shall include intersection vehicle counts. The City will provide crash data to the selected consultant.

III. Right-of-Way Acquisition

- A. The scope of Right-of-Way acquisitions is anticipated to include the purchase of Right-of-Way on 24 parcels, and Temporary Limited Easement (TLE) on 35 parcels. Appraisals shall be performed on each Right-of-Way acquisition and TLE. The Consultant estimate for Right-of-Way acquisition shall be based on these quantities.
- B. A Right-of-Way plat shall be prepared and submitted to the City.
- C. Right-of-Way staking for acquisition negotiations shall be completed.
- D. The consultant shall administer and coordinate all Right-of-Way acquisition processes and personnel.
- E. The consultant shall monument all property corners following the project construction.

IV. Storm Water Management Plan and Storm Sewer Design

- A. It is anticipated that additional storm water management facilities will be required as part of this project. The City prefers that storm water management facilities be accommodated within the existing or proposed Right-of-Way. If sufficient storm water management cannot be provided within the Right-of-Way, the consultant shall provide conceptual alternative locations for the necessary storm water management facilities. The City will consider storm water management facilities outside of the proposed roadway corridor, or underground detention either within or outside of the proposed roadway corridor. The storm water treatment system shall be designed for a 25-year storm event. The design shall follow Milwaukee Metropolitan Sewerage District (MMSD) regulations, City of New Berlin Municipal Code 275-55.1, and DNR regulations.
- B. As part of the design, the consultant shall:
 - 1. Delineate the contributory watershed to each catch basin/inlet location.
 - 2. Complete a hydrologic and hydraulic analysis for the 1-year, 2-year, 10-year, 25-year and 100-year storm events.
 - 3. Complete the preliminary sizing of the storm sewer based upon a 25-year storm recurrence interval, with a minimum diameter of 18-inches.
 - 4. Complete the preliminary inlet designs based upon a 25-year

recurrence interval storm event.

V. Public Utility Design

A. The City does not anticipate relay or extensions of public sewer or water throughout the corridor. However, due to changes in the roadway geometry, the consultant shall include public utility adjustments such as hydrant offsets and manhole adjustments.

B. If public utility relay is required due to changes in the roadway profile, the Consultant and the City will negotiate the cost for the design of these relays.

VI. Traffic Improvements

A. A Traffic Impact Analysis (TIA) was conducted for the future Section 35 Development. The City will provide the TIA to the consultant for use in their design along with subsequent amendments to this TIA completed for the development of the Red Fox Crossing and Thompson Hollow Subdivisions.

B. The City desires to modify the profile of the roadway, particularly west of Sunny Slope Road to achieve a 35 mph design speed.

C. The traffic study shall provide recommendations to access management and intersection improvements. The City desires to incorporate traffic calming measures such as mini-roundabouts, chokers, and/or median barriers. The traffic study shall recommend possible locations for these types of traffic calming measures.

D. The City desires to include in this design pedestrian connections between neighborhoods north and south of Grange Avenue. The consultant shall analyze and provide recommendations for pedestrian crossing location(s), which may be included with the traffic calming measures described above.

VII. Preliminary Design

A. Based upon the field survey data and the information compiled from the City, prepare plan and profile base maps. The plan and profile base maps shall be prepared at a scale of 1" = 40' horizontal and 1" = 4' vertical.

B. Prepare a preliminary layout of the storm water systems including ditch flow lines on one or both sides of the roadways, and proposed storm sewer.

C. If necessary, provide design alternatives in problematic areas of the project. These problematic areas may include, but are not limited to, excessive wetland impacts, utility impacts, private property impacts, and storm water

management requirements.

D. Submit preliminary design computations, estimate, and layouts to the City Engineer for review and approval.

E. Submit preliminary plans to private utilities within the project limits for utility relocations.

VIII. Final Construction Plans and Bidding Documents

A. Upon receiving approval of the preliminary designs by the City, complete the final construction plans and bidding documents.

B. Prepare appropriate construction details and cross sections.

C. Prepare a construction erosion control plan.

D. Submit the final construction plans and bidding documents to the City Engineer for review and approval.

E. Submit the final Storm Water Management Plan & Storm Sewer Design for review and approval.

IX. Bidding Phase

A. Prepare the official bidding notice and submit the notice to the City Engineer.

B. Provide digital construction plans and bidding documents to be uploaded by the City to Questcdn.com for perspective bidders.

C. Provide plan and specification clarifications to perspective bidders.

X. Administration

A. Attend up to three public meetings with the City. It is anticipated that these meetings will include:

1. 30% Design Public Information Meeting
2. 60% Design Public Information Meeting
3. Final Design Public Information Meeting

B. Provide Utility coordination for relocation of private utilities.

- C. Prepare and submit preliminary and final construction cost estimates to the City.
- D. Prepare and submit NOI permit to DNR for approval.
- E. Prepare and distribute public notices to each lot owner. The public notices will include a description of the project and general field survey schedule.
- F. Deliverables shall include:
 - 1. One hard copy each of the 30%, 90%, and final plans
 - 2. One hard copy of the final specifications
 - 3. One electronic copy of the final plans in AutoCad format

XI. Schedule

A. Based on the evaluation of the Proposals received, a consultant will be selected. A contract will then be prepared by the City and negotiated with the most responsive, responsible consultant.

B. The following time schedule is anticipated:

- | | | |
|----|---|--------------------|
| 1. | Receipt of all Proposals | March 8, 2024 |
| 2. | Common Council Award of Design Contract | March 26, 2024 |
| 3. | Complete preliminary design | October 11, 2024 |
| 4. | Right-of-Way Acquisition Completed | July 10, 2026 |
| 5. | Final Design completed | September 18, 2026 |
| 6. | Bidding Phase Completed | February 3, 2027 |

C. Submittal

- 1. Three copies of proposals should be submitted to the City Engineer by 10:00 AM., Wednesday, March 8, 2024. Late submittals will not be accepted and will be returned unopened. Proposals should be mailed or delivered to:

Tamara M. Simonson, P.E.
City Engineer

3805 South Casper Drive
New Berlin, WI 53151

2. Proposals will be evaluated based on the consultant's professional qualifications, the experience and qualification of the project team, Consultant present and committed work load, project approach, consultant effort, and cost.

3. All questions regarding proposals should be directed to Tamara Simonson at the following e-mail address: tsimonson@newberlin.org

RD-24-04 Grange Ave Reconstruction

COMPOSITE SHEET

CRITERIA	MULTIPLIER
Experience and Qualifications of Project Team	20
Project Approach	20
Present and Committed Work load	20
Consultant Effort	20
Consultant Cost	20

NUMBER OF EVALUATORS:

4

CONSULTANT	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Average	Ranking
Baxter & Woodman	4.2	4.1	4.5	3.2	4	2
raSmith	3.8	3.9	4.6	3.6	3.975	3
Ruekert & Mielke	4.4	4.2	4.44	2.8	3.96	4
Strand Associates	4.2	4.4	4.2	2.4	3.8	5
Kapur & Associates	4.8	4.3	4.36	3.6	4.265	1



PROPOSAL TO PROVIDE ENGINEERING SERVICES FOR

GRANGE AVENUE ROADWAY DESIGN

New Berlin, WI // March 8, 2024



Presented to:
Tamara M. Simonson, PE
City Engineer
City of New Berlin
3805 South Casper Drive
New Berlin, WI 53151

Presented by:
Kurt Farrenkopf, PE
Associate/Project Manager
Kapur & Associates, Inc.
7711 N. Port Washington Road
Milwaukee, WI 53217



March 8, 2024
Tamara M. Simonson, PE
City Engineer
City of New Berlin
3805 South Casper Drive
New Berlin, WI 53151

RE: RFP for Engineering Services for Grange Avenue Roadway Design

Dear Ms. Simonson,

Having spent 40+ years developing a passion for helping communities improve the quality of their roads, **Kapur & Associates, Inc. (Kapur)** has also built a reputation for delivering award-winning results on projects just like Grange Avenue. Coupling our knowledge and experience with the expertise we've gained being the engineer of record for more than 20 communities throughout Wisconsin, we know we can provide you with innovative and cost-effective ways to complete this reconstruction.

We take pride in what we do, and we know this team – deeply invested in the communities and individuals our work impacts – will exceed your expectations. Each person serving you has been selected with consideration for their prior experience and proven ability to perform at the highest level. And, by partnering with a firm known for its successful collaborations with local municipalities and other state and federal agencies, you can be confident that this undertaking will be completed on time and on budget.

We are collectively prepared to dedicate ourselves to addressing your needs and we are ready to complete all work efforts necessary for the proposed project improvements.

The following proposal has been prepared in accordance with the requirements outlined in the RFP, and we appreciate having the opportunity to submit it and explore the possibility of partnering.

We eagerly await your review and feedback – please feel free to contact me with any questions.

Sincerely,
KAPUR

Handwritten signature of Kurt A. Farrenkopf in blue ink.

Kurt Farrenkopf, PE
Associate/Project Manager
414.751.7226 / kfarrenkopf@kapurinc.com

PROFESSIONAL QUALIFICATIONS



Kapur & Associates, Inc. (Kapur) is a multi-discipline consulting engineering firm with a corporate office in Milwaukee and branch offices in downtown Milwaukee, Burlington, Appleton, Madison, and Wausau. Established in 1981, Kapur employs more than 425 professionals and provides services to cities, counties, state agencies, sewerage districts, and developers.

We've been fortunate to become the trusted business partner to so many through a demonstrated history of providing exceptional and economical technical knowledge across every phase of our client's projects. The collective efforts and expertise of our personnel provide timely, cost-effective, and sustainable solutions to those we work with, many of whom we're also fortunate enough to call neighbors and friends.

In addition to being driven by having our work make an impact locally, Kapur rewards employees by making them an owner under our Employee Stock Ownership Program. This encourages every individual to take ownership and pride in our company and projects, resulting in personalized service and allowing us to forge long-term relationships with clients. We nurture an atmosphere of teamwork and innovation, and our forward-thinking has allowed us to become associated with some of Wisconsin's most memorable projects.

Our mission is to develop the close, professional, and honest relationships needed to understand the expectations of our clients so that we can provide the quality services required to exceed their definition of success. We're passionately committed to delivering infrastructure, protecting the environment, cultivating relationships, and connecting with the community.

Kapur's overall firm services include:

- | | | |
|------------------------------|--------------------------|---------------------------|
| + Transportation engineering | + Landscape architecture | + Construction management |
| + Public involvement | + Environmental | + GIS & asset management |
| + Structural engineering | + Natural resources | + Power & energy |
| + Land survey/platting | + Wastewater/water | + Economic development |
| + Municipal engineering | + Stormwater management | |
| + Site development | + 3D modeling & scanning | |

PROFESSIONAL QUALIFICATIONS



TRANSPORTATION DESIGN SERVICES

Kapur has a staff of 25+ transportation design professionals who can quickly respond to critical schedules and peak workloads. Their experience covers the planning, design, and street reconstruction improvements, including municipal street, storm sewer, sanitary sewer, and water infrastructure. Our pavement rehabilitation experience empowers us to recommend solutions that are economical and sustainable, and our relationship with WisDOT and agency staff provides substantial benefits to our clients when coordinating improvements to roadways. Behind every successful project is commitment to quality construction management, and by adopting a proactive approach to project quality control, we closely monitor the construction process and anticipate the client's needs every step of the way. Construction management services begin during design with schedule and budget evaluations, constructability reviews, and cost estimate verification, and we assure construction quality while documenting materials, labor, and equipment used.



MILWAUKEE AVENUE, BURLINGTON, WI

We offer a range of services to provide clients with the best solutions to their transportation needs:

- + Location & corridor planning studies
- + Environmental documents (EIS/EA/ER)
- + Phase I through IV hazardous material investigation & remediation
- + Right-of-way plat
- + Local street repair & reconstruct
- + Rural & urban highways
- + Freeways & interchanges
- + Multi-use trails
- + Roadway lighting
- + Drainage analysis & design
- + Erosion control
- + Traffic control & staging
- + Marking & signing
- + Utility coordination
- + Agency coordination & permitting
- + Parking studies
- + Traffic modeling
- + Traffic counts & analysis
- + Traffic signal design



MUNICIPAL ENGINEERING

Helping communities with the issues that plague them is a daily occurrence for Kapur, as they often turn to our municipal offerings for help – capital and public works, plan reviews, regulatory permits, budget programming, planning and zoning, risk asset methodology tax incremental financing, and grant writing. Perhaps most importantly, we focus on cultivating trust and understanding with communities to ensure the successful delivery of municipal projects.

Kapur's municipal engineering services include:

- + Street design, inventory, rehab, & management planning
- + Water studies/elevated tank & reservoir design
- + Well, water treatment, & pump house design
- + Sanitary sewer design/rehabilitation
- + Storm sewer design
- + Culvert & bridge design
- + Bike path planning
- + Stormwater management plans
- + Capital improvement planning
- + GIS databases and interactive mapping
- + Floodplain - hydraulic modeling
- + Watershed management studies
- + Park & recreation facilities
- + Manage grants & loans
- + Review CSM/plats
- + Create & implement public assessment policies
- + Create & manage TIF districts
- + Review private development submittals
- + Street lighting

PROFESSIONAL QUALIFICATIONS



PUBLIC INVOLVEMENT

Involving the community in two-way dialogue is critical to the successful completion of any public works project, and Kapur routinely demonstrates a strong commitment to public involvement.

Throughout the course of the project, clear and consistent information will be shared with project stakeholders – citizens, elected officials, and community representatives. When stakeholders receive information that is readily understood, they can provide input that is meaningful and helpful to achieving a successful project.

We bring a commitment to seek input thoroughly and quickly from the community. As a project team, we have strong local connections and experience, which will allow us to work efficiently. Kapur understands how busy our clients are. We see our role as accomplishing as much behind the scenes as necessary, so all you need to do is approve our work and attend the meetings. We will handle all the details for you.

Our public involvement tools and services include:

- + Newspaper inserts/ads
- + Fact sheets
- + Newsletters
- + Direct mail
- + Website information
- + Issue papers
- + Briefings for elected officials
- + Focus groups
- + Public information meetings
- + Public hearings
- + Advisory groups
- + Meeting facilitation/strategy
- + Exhibits
- + Renderings/Google Earth imagery



WIS 175 PUBLIC INVOLVEMENT MEETING



SURVEY

Kapur is a national leader in the collection and use of survey data through emerging technology. Utilizing cutting-edge equipment and software is nothing new to our team members. We have gotten our boots dirty implementing and advancing the application of data from BIM modeling, Automated Machine Guidance, and HDS scanning. In addition, we find efficiencies from start to finish within projects; through emerging technologies, we uncover cost savings for our customers every day on every project.



Accuracy is critical to the success of any engineering project. Our survey teams start with professional/registered land surveyors. Our field crews have extensive experience performing control surveys, the basis for any project. Just as a roadway is only as good as its base, an engineering project is only as accurate as its survey. Kapur team members use the most current equipment available in the industry, and we employ experts across many fields on some of the largest projects in the country: hydroelectric, rail, interstate, wind, airports, and stadiums.

Kapur's Survey Department is built from the ground up. Services such as geodetic control surveys, section corner retracements, major boundary surveys, topographic surveys, construction layout, ALTA surveys, and platting comprise the department backbone, and our team's experience with land description and land division activities assures accurate documentation and avoidance of future conflicts.

PROFESSIONAL QUALIFICATIONS

Our survey services are provided as follows:

- + Parcel mapping
- + Property boundary surveys
- + Construction layout
- + AMG survey
- + Monumentation
- + ALTA/ACSM Land Title Surveys
- + Construction staking
- + Building information modeling (BIM)
- + Right-of-way platting
- + Land records research
- + Transportation design surveys
- + Legal descriptions
- + As-built surveys
- + Topographic survey with in-field base mapping
- + Zoning maps/descriptions
- + Hydrographic survey
- + HDS scanning
- + Tunnel alignment survey
- + Geographic Information Systems



NATURAL RESOURCES

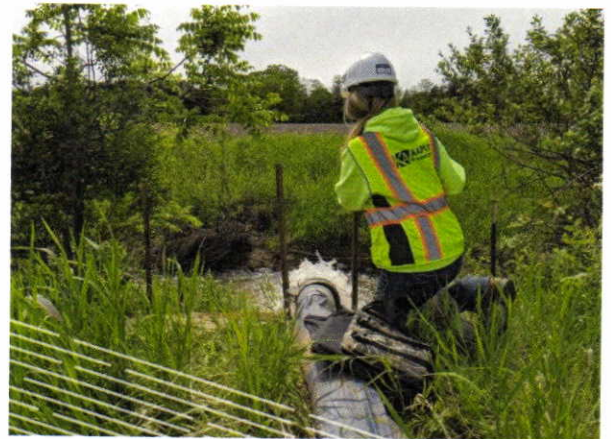
Kapur specializes in natural resource issues related to development and construction projects and have many staff that are registered as a Certified Professional in Erosion and Sediment Control (CPESC).

Our team's experience includes wetland delineation as well as the design and permitting of lakeshore and stream bank improvements. We expertly serve as our client's liaison to relevant agencies, including the Department of Natural Resources, United States Army Corps of Engineers, and Environmental Protection Agency, and as a coordinator of permitting and compliance issues related to the Clean Water Act, NR216, NR151, NR103, and Chapter 30.

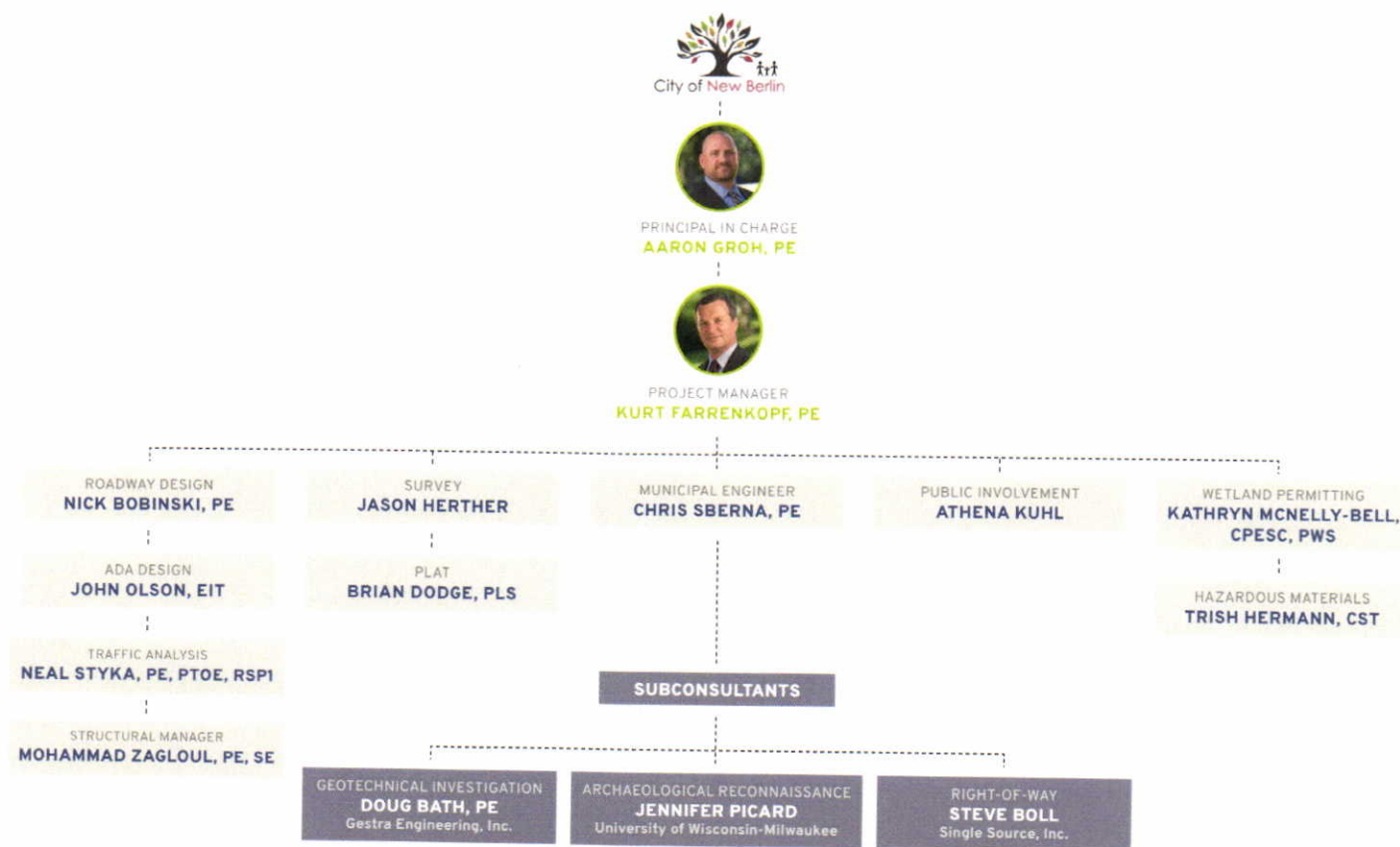
Kapur plays an integral role for numerous municipalities and in private development and construction projects by developing designs and providing environmental compliance inspections that protect our priceless waterways and wetlands by ensuring minimal impacts on these precious natural resources

Kapur's natural resources services include:

- + Wetland delineation, mitigation, & enhancement
- + Ordinary high water mark (OHWM)
- + Point of navigability determinations
- + Stream corridor restoration
- + Lakeshore improvements
- + Stormwater, wetland, & waterway permitting
- + Endangered resources certified reviewer
- + Grant writing
- + Construction site erosion & sediment control compliance inspection, management, & education



STAFF QUALIFICATIONS



AARON GROH, PE – PRINCIPAL-IN-CHARGE

BS, Civil Engineering, University of Wisconsin-Platteville, 1999

Aaron manages Kapur's Milwaukee municipal team and is responsible for quality control, coordination and design, public involvement, and client satisfaction. His 25+ years of experience includes urban and rural design for roadway and highway reconstruction and rehabilitation and the coordination of utilities, stormwater management, and construction management.

Full Reconstruct Program, Greenfield, WI

Project manager for the reconstruction of deficient roadways throughout the City. Evaluation of the roadway, recommendation of reconstruction type, survey, design, coordination with City staff, stormwater management, agency coordination, and permitting. Bidding process and construction management, including construction staking, inspection, coordination with stakeholders, recordkeeping, and as-builts.

Edgerton Avenue, Greenfield, WI

Project manager for the three-party (City of Greenfield and WisDOT) contract for real estate and design services for the 1.4-mile reconstruction. Services included topographic survey, drainage evaluation and design, utility design, and right-of-way acquisition. Sidewalks were added as it changed from a rural to urban section. Coordination with WisDOT, MMSD, and residents was critical. Coordinated with City and WisDOT staff and led public involvement, permitting, plan preparation, and bidding documents.

Martin Drive Extension, Fredonia, WI

Project manager on the installation of 3,500 feet of new asphalt roadway with curb and gutter. Services included stream relocation, a large box culvert, railroad crossing, retaining walls, underground storage tanks, stormceptor manholes, new water main, storm sewer, and coordination with WDNR.

STAFF QUALIFICATIONS



KURT FARRENKOPF, PE – PROJECT MANAGER

BS, Civil Engineering, University of Wisconsin-Platteville, 1986

A project manager with 37 years of experience, Kurt is responsible for all aspects of the development process required for the construction of public and private infrastructure projects. He specializes in street construction and reconstruction, multi-use bicycle and pedestrian facilities, and municipal street and utility public works projects. He has successfully completed dozens of WisDOT, WDNR, Division of State Facilities, private development, and public works projects for numerous clients throughout his career. Kurt is highly competent in all agency and utility coordination requirements, public involvement, cost estimating, budgeting, and design.

Coffee Road, New Berlin, WI

Project manager and designer for 1.3 miles of roadway reconstruction, including geometric improvements, three signalized intersections, stormwater management, bicycle and pedestrian accommodations, right-of-way plat, and multi-stage traffic control plan.

Teutonia Avenue, Milwaukee, WI

Project manager for the reconstruction of 2.1 miles of a two-lane urban roadway with on-street parking. The project included traffic calming devices, design for eight signalized intersections, the addition of on-street bike facilities, survey, storm sewer, erosion control, reports, multi-staged traffic control, and utility coordination.

STH 181 (Wauwatosa Road), Ozaukee County, WI

Project manager for the resurfacing of 2.0 miles of a two-lane rural and urban roadway. The project included traffic calming devices, reconstruction of 20 pedestrian ramps to meet ADA compliance, survey, culvert pipe replacements, erosion control, reports, a combination of detoured traffic and multi-staged traffic control, utility coordination and right-of-way-plat.

STH 100/STH 57, Milwaukee and Ozaukee Counties, WI

Project manager for the reconstruction and resurfacing of 4 miles of a two-lane rural and 4-lan urban roadway. The project included drainage design, erosion control, reports, multi-staged traffic control, and the rehabilitation of the STH 100 structure over the Milwaukee River.



NICK BOBINSKI, PE – ROADWAY DESIGN

BS, Civil Engineering University of Wisconsin-Madison, 2008

With 15 years of experience, Nick specializes in designing roadway construction and reconstruction projects. He is responsible for all aspects of roadway design, including alternative analysis, pavement design, geometric layout, vertical alignment, and traffic control. Nick's passion for roadway design drives him to develop innovative solutions to meet project challenges.

Market Street, Elkhorn, WI

Project engineer for the 1-mile resurfacing project. Design was completed under the Bipartisan Infrastructure Law in under 12 months. Redesign of deficient curb ramps required careful evaluation to remain within existing right-of-way. Multi-stage traffic control plans were required to maintain pedestrian access during construction.

STH 32 (Lake Drive), Fox Point, WI

Project engineer for the 2.6-mile resurfacing project, which also includes roadway widening for on-street bicycle accommodations and the addition of six crosswalks to improve pedestrian connectivity. Developed horizontal and vertical geometry to minimize impacts on surrounding residential properties and oversaw the design of curb ramps to meet ADA requirements. Lead plan development including pavement marking.

STH 32 (Lake Drive), Shorewood, WI

Project engineer for the 1.2-mile urban pavement replacement project. The project evaluated numerous typical section alternatives and ultimately resulted in the addition of on-street bicycle lanes. Using a 3D corridor model, designed the horizontal and vertical geometry to meet design criteria while minimizing impacts within a fully developed and high-profile residential corridor.

STAFF QUALIFICATIONS



CHRIS SBERNA, PE – MUNICIPAL ENGINEER

BS, Civil Engineering, University of Wisconsin-Platteville, 2014

With 10 years of experience in both project engineering and construction management, Chris has experience in street design, underground utility design, construction management, and inspection. He is responsible for the design and preparation of cost estimates, construction documents, and specifications.

St. Francis Neighborhood Reconstruction Phase 1, Greenfield, WI

Project engineer assisting with the design and preparation of construction and bidding documents for this reconstruction of 1.2 miles of roadway. Chris also prepared cost estimates and performed construction management and inspection, including overseeing 3,900 feet of storm sewer installation, street lighting, grading, curb and gutter, and paving operations. Coordination with City staff, contractor, and homeowners was a continual effort to keep the project on schedule and the public aware of the upcoming work.

Grand Avenue & Spring Street Reconstruction, Random Lake, WI

Project engineer responsible for the design, acquiring permits, and preparation of construction and bidding documents for the reconstruction of 1 mile of roadway. The design included 2,000 feet of new storm sewer, replacement of water main and sanitary sewer, ADA-compliant curb ramps, and concrete sidewalk. Chris also prepared cost estimates and performed inspection, including grading, curb and gutter, and sidewalk.

Appleton Street Reconstruction, Plymouth, WI

Project engineer responsible for the design, preparation of cost estimates, acquiring permits, and construction and bidding documents for the rehabilitation of 800 feet of roadway and reconstruction of 1 mile of roadway. The design also included the assessment of existing concrete sidewalk and curb and gutter for spot repair, 500 feet of new storm sewer, replacement of water main and sanitary sewer, assessment and rehabilitation of sanitary sewer, ADA-compliant curb ramps, and concrete sidewalk.



JOHNATHAN OLSON, EIT – ADA DESIGN

BS, Civil Engineering, University of Wisconsin-Platteville, 2017

A staff engineer with six years of experience in roadway rehabilitation and reconstruction, John has designed approximately 400 curb ramps to follow ADA compliance across 17 different projects.

Specializing in geometric roadway design, he has delivered projects to WisDOT, provided utility coordination services, and understands the Trans 220 and DT1077/DT1078 process.

Bloomfield Road & Edwards Boulevard (STH 120) Traffic Signal, Lake Geneva, WI

Staff engineer responsible for roadway/corridor modeling, drainage analysis, storm sewer design, and curb ramp design. John assisted in miscellaneous quantities, earthwork quantities, and pavement marking layout.

WIS 175 (Appleton Avenue)/Pilgrim Road Intersection Improvements, Menomonee Falls, WI

Staff engineer responsible for the design of intersection geometric improvements, storm sewer redesign, construction staging, traffic control, and upgrades to pedestrian accommodations at three intersections.

CTH KR, Racine & Kenosha Counties, WI

Staff engineer responsible for the preliminary and final design of this 4.5-mile rural-to-urban roadway expansion. Duties included horizontal and vertical roadway design, roadway modeling, drainage design, construction staging, and traffic control, as well as detailed coordination with stakeholders and agencies.

Wauwatosa Road, Cedarburg, WI

Staff engineer for the design of improvements to 18 curb ramps to meet ADA standards.

Portland Avenue, Wauwatosa, WI

Staff engineer for the design of improvements to four existing curb ramps to meet ADA standards.

STAFF QUALIFICATIONS



JASON HERTHER – SURVEY

Civil Engineering Technician, Moraine Park Technical College, 2001

A project manager with 22 years of experience in surveying using LiDAR and UAV (drone) data to draft for right-of-way design and convert control and field data to drawings, Jason is responsible for base mapping topographic data, easement exhibits, parcel mapping, final deliverables, project management, and survey fieldwork coordination and oversight.

Wisconn Valley Development Roads, Mount Pleasant, WI

Led field and office efforts to survey, layout, and QA/QC the site for design conflicts. Coordinated four crews to stake and as-built survey the entire project during installation.

STH 59 (Greenfield Avenue), Waukesha County, WI

Managed base mapping from STH 164 to Calhoun Road.

STH 32, Kenosha County, WI

Managed base mapping from 35th Street to CTH KR and assembled plat submittal.

Burlington Bypass, Walworth & Racine Counties, WI

Managed base mapping and assembled plat submittal for 11.2 miles of freeway and approximately four miles of side roads for the STH 36/83 bypass.



KATHRYN MCNELLY-BELL, CPESC, PWS, DNR ASSURED WETLAND DELINEATOR – WETLAND AND PERMITTING

BS, Biological Sciences, University of Wisconsin-Whitewater, 2001

Kathryn began her career as a scientist in 1999, specializing in natural resource policy and permitting, wetland delineation and mitigation, rare species survey, ecological restoration, water quality, geomorphic and flow evaluation, and construction inspection oversight for environmental compliance. She has built equitable partnerships with the WDRN, USACE, and municipalities.

CTH D, Sheboygan County, WI

As the natural resource project manager for the reconstruction of 5.5 miles of rural highway, including five intersections, services included wetland delineation, invasive species mapping, rare species survey, wetland mitigation, permitting, dewatering and stream bypass plans, and agency coordination.



TRISH HERMANN, CST – HAZARDOUS MATERIALS

BS, Soil Science, University of Wisconsin-Madison, 1999

An environmental scientist with nearly 25 years of experience, Trish routinely performs WisDOT Phase 1 Hazardous Material Assessments (HMAs) throughout Southeastern Wisconsin, as well as Phase I and Phase II Environmental Assessments, NR 716 site investigations, testing of soil, groundwater, sediment, soil gas, and vapor. She has also overseen remedial actions and has gone through the closure process with municipal and commercial clients.

Kenosha County Bridge Rehabilitation Projects, Kenosha County, WI

Athena assisted WisDOT in their public involvement efforts for multiple construction projects around the southeast region. Tasks included creating mailing lists, construction update creation and dissemination, and email blasts to affected stakeholders for County F (Silver Lake Road) over the Fox River, County ML (122nd Street) over the Des Plaines River, and County MB over the Des Plaines River.

STAFF QUALIFICATIONS



BRIAN DODGE, PLS - PLAT

Brian has 36 years of surveying and mapping experience. He is responsible for preparing right-of-way plats and utility coordination and has prepared traditional right-of-way plats, transportation project plats, and TLE exhibits. His utility coordination experience includes mapping utility facilities, administering the Trans 220 process, reviewing work plans, preparing release of rights documents, preparing and negotiating utility agreements, coordinating utility relocations, and reviewing utility permits.

Kenosha County Bridge Rehabilitation Projects, Kenosha County, WI

Athena assisted WisDOT in their public involvement efforts for multiple construction projects around the southeast region. Tasks included creating mailing lists, construction update creation and dissemination, and email blasts to affected stakeholders for County F (Silver Lake Road) over the Fox River, County ML (122nd Street) over the Des Plaines River, and County MB over the Des Plaines River.



NEAL STYKA, PE, PTOE, RSP1 - TRAFFIC ANALYSIS

BS, Civil Engineering, Marquette University, 2008

Neal is a project engineer with nearly 16 years of experience specializing in 3D modeling, traffic safety analyses, traffic signal design, pedestrian safety, and traffic simulation modeling. He has worked on numerous award-winning projects and his experience and knowledge of substantive safety initiatives have helped improve safety and reduce crash severity.

STH 32 (Lake Drive), Shorewood, WI

Designed new signals at the intersection of Capitol Drive and Lake Drive (STH 32) and helped evaluate new pedestrian crossings with enhanced crosswalk technologies. Prepared a traffic memo using Highway Capacity Manual methodology to analyze the current reduction of driving lanes from two lanes to one lane in each direction with a shared parking/bike lane. He also conducted a parking study to determine the average parking occupancy, which found that the removal of parking on one side of the road was feasible and made room for bike accommodations. He prepared this project's TMP, including evaluating different work zone mitigation strategies and determining which worked best. He also performed a traffic analysis at key intersections along the detour route to determine the impact of the detour traffic.

Teutonia Avenue, Milwaukee, WI

Project engineer for reconstructing 2.2 miles of a two-lane roadway with on-street parking. The project included traffic calming devices, new on-street bike facilities, storm sewer, and erosion control. Neal designed a new sidewalk, curb ramps, and driveway entrances that are ADA-compliant. Additionally, he redesigned multiple side streets to improve intersection angles and visibility to help reduce crashes.

Bloomfield Road & Edwards Boulevard (STH 120) Traffic Signal, Lake Geneva, WI

Analyzed the existing geometry using Synchro traffic modeling software to determine queue lengths and appropriate turn bay lengths on Bloomfield Road. He also designed the intersection widening that was a result of adding turn lanes on Bloomfield Road. A new traffic signal was designed at the intersection to improve operations and safety for traffic coming and going to the high school.



MOHAMMAD ZAGLOUL, PE, SE - STRUCTURAL MANAGER

MS, Structural Engineering, Marquette University, 1986

A senior structural engineer with more than 37 years of experience, Mohammed oversees designing and rehabilitating bridges, parking structures, retaining walls, and buildings. He has extensive WisDOT local program experience and oversees all aspects of bridge design.

CTH DE Bridge and Approaches, Sherman, WI

Structural lead for the preliminary and final design for the reconstruction CTH DE bridge over Silver Creek.

STH 20 Bridges, Racine, WI

Structural lead for the preliminary and final design to replace two bridges with a single flat slab superstructure supported on A5 type abutments and replacing the deck of a single-span prestressed concrete bridge.

STAFF QUALIFICATIONS



ATHENA KUHL – PUBLIC INVOLVEMENT

AD, Graphic Communications, Gateway Technical College, 2018

AD, Marketing Communications, Gateway Technical College, 2018

A graphic communications and public involvement professional, Athena has five years of experience and is responsible for design and construction project communications, including stakeholder issues, document development, and public meeting planning and execution.

County Q/County U Intersection Improvements, Kenosha County, WI

During the reconstruction of the County Q and County U intersection to accommodate the 150-acre Bristol Business Park development, Athena was involved in all major aspects of public outreach efforts by hosting and presenting a public involvement meeting and providing stakeholders with construction updates.

WIS 11 (Durand Avenue), Kearney Avenue to Memorial Drive, Racine County, WI

As public involvement lead, Athena led all outreach efforts for this project involving a new traffic signal and intersection improvements. In addition to meeting with impacted residents and businesses, her responsibilities included attending and coordinating a public involvement meeting, preparing and distributing informational brochures, and working with the project team to provide weekly updates.

WIS 32 (Sheridan Road), 91st Street to Illinois State Line, Kenosha County, WI

Athena was the public involvement lead for all public outreach materials for this resurfacing project. In addition to meeting with impacted residents and businesses, her responsibilities included attending and coordinating a public involvement meeting, preparing and distributing informational brochures, working with the project team to provide weekly updates, and coordinating with impacted residents.

WIS 31 (Green Bay Road), County S to WIS 50, Kenosha County, WI

Athena was the public involvement lead for all public outreach materials. In addition to meeting with impacted residents and businesses along the corridor, Athena's responsibilities included attending and coordinating a public involvement meeting, preparing and distributing informational brochures, working directly with the project team to provide weekly updates and project photos, providing temporary business signage, and coordinating with KAT on impacted stops and closures during the project.



DOUG BATH, PE – GEOTECHNICAL INVESTIGATION

GESTRA ENGINEERING, INC.

Doug is a senior engineer with almost three decades of experience. His expertise includes geotechnical exploration and analysis, stormwater infiltration, shallow and deep foundations, slope stability/landslide analysis, pavement subgrade analysis, and reinforced earth walls/fills. Doug will assist Kapur by providing geotechnical engineering analysis and design recommendations for the wide-ranging needs of municipal infrastructure projects. GESTRA has provided these services to Kapur for the past 15 years.



STEVE BOLL – RIGHT-OF-WAY ACQUISITION

SINGLE SOURCE, INC.

Steve is extremely familiar with Wisconsin Statute 32.05, as he has provided appraisal, acquisition, relocation, and litigation support for numerous Local and State projects. Having managed projects of all sizes, he adheres to project deadlines and budgets and understands what it takes to complete projects successfully.



JENNIFER PICARD – ARCHAEOLOGICAL RECONNAISSANCE

UNIVERSITY OF WISCONSIN-MILWAUKEE ARCHAEOLOGICAL RESEARCH LABORATORY CENTER

As a longtime Kapur subconsultant and employee of the University of Wisconsin-Milwaukee Archaeological Research Laboratory Center, Jennifer's areas of expertise include cultural/historical resource surveys/evaluations, determinations of eligibility, assessment of effects documentation, community resource surveys, National Register nominations, National Register questionnaires, and federal and state tax credit rehabilitation applications.

SIMILAR EXPERIENCE

Coffee Road

Waukesha County, WI

Client:

City of New Berlin

Client Contact:

Tamara Simonson

City Engineer

262.786.8610

tsimonson@newberlin.org

Termini: Calhoun Rd. to National Ave.

Length: 1.6 miles

Construction Cost: \$3,600,000

Team

- + Kurt Farrenkopf, PE
- + Nick Bobinski, PE
- + Neal Styka, PE, PTOE, RSP1
- + Kathryn McNelly-Bell, CPESC, PWS



Project Details:

WisDOT Local Program

Kapur was responsible for the design of this 1.6-mile reconstruction. The project also included geometric improvement, a multi-stage traffic control plan, and - following the WisDOT Facilities Development Process - the design for pavement replacement, stormwater management techniques, and complex staging and maintenance of traffic.

Services Provided:

- + Public Involvement Plan
- + Agency Coordination (DNR, SHPO, & CORPS)
- + Utility Coordination
- + Public Involvement
- + Environmental Assessment
- + Pavement Design Report
- + Design Study Report
- + Drainage/Storm Sewer
- + Stormwater Management
- + Erosion Control
- + Pavement Marking
- + Signing Plan
- + Lighting/Signal Plan
- + Traffic Control Plan
- + PS&E
- + Construction Cost Estimate



SIMILAR EXPERIENCE

CTH N

Washington County, WI

Client:

Washington County/WisDOT SE Region

Client Contact:

Scott Schmidt

Washington County Highway

Commissioner

262.335.6881

scott.schmidt@co.washington.wi.us

Termini: Dodge County Line to Airport Dr.

Length: 2 miles

Construction Cost: \$2,800,000

Year: 2014-2015

Team

- + Kurt Farrenkopf, PE
- + Nick Bobinski, PE
- + Kathryn McNelly-Bell, CPESC



Project Details:

WisDOT Local Program

This project involved 2 miles of urban and rural reconstruction and widening with accommodations for pedestrian bike traffic, such as improved intersections and horizontal and vertical geometric improvements. On-street bike accommodations were designed for the entire length. This was accomplished by using the 5-foot paved shoulder in the rural section, and a 4-foot lane adjacent to the new curb and gutter in the urban section. Concrete sidewalk on both sides of CTH N was constructed within the Hartford city limits. Perched ditches were created for stormwater management.

Services Provided:

- + Field Survey
- + Public Involvement Plan
- + Agency Coordination (DNR, SHPO, & CORPS)
- + Hazardous Waste Investigation
- + Utility Coordination
- + Public Informational Meeting
- + Environmental Document
- + Pavement Design Report
- + Design Study Report
- + Right-of-Way Plat (TPP)
- + Drainage/Storm Sewer/Stormwater Management
- + Erosion Control
- + Pavement Marking
- + Signing Plan
- + Traffic Control Plan/Staging/Detour
- + PS&E

SIMILAR EXPERIENCE

CTH T

Waukesha County, WI

Client:

Waukesha County/WisDOT SE Region

Client Contact:

Nathen Beth

Washington County Highway

Commissioner

262.970.4720

nbeth@waukeshacounty.gov

Termini: Northview Road to I-94

Length: 0.68 miles

Year: 2021-2024

Team

- + Kurt Farrenkopf, PE
- + Neal Styka, PE, PTOE, RSP1
- + Nick Bobinski, PE
- + John Olson, EIT
- + Brian Dodge, PE
- + Trish Hermann, CST



Project Details:

Kapur – along with the Wisconsin Department of Transportation Southeast Region, and Waukesha County – worked to design 0.68 miles of resurfacing of CTH T to improve pavement riding characteristics. For the upcoming construction, the CTH T pavement will be milled, concrete base joint repairs will be conducted, and it will be overlaid back with new asphaltic pavement.

The CTH T typical sections consisted of two 12-foot travel lanes in each direction, with concrete curb and gutter, and a 6-foot concrete sidewalk on the west side separated by an 8-foot grass median. The travel lanes were divided by a combination of a raised median, and a two-way left-turn lane.

Three signalized intersections were replaced with new signals and equipment, and the existing sidewalk ramps were evaluated for ADA compliance and replaced if found to be non-compliant. Existing storm sewer laterals and structures were evaluated and portions were replaced if deemed necessary.



SIMILAR EXPERIENCE

Good Hope Road

Sussex, WI

Client:

Village of Sussex

Client Contact:

Judith A. Neu

262.246.5229

jneu@villagesussex.org

Length: 2 miles

Construction Cost: \$6.3M

Year: 2017-2018



Project Details:

Preliminary and final design of the 2-mile, \$6.3 million reconstruction and rehabilitation with both rural and urban cross sections. Services included topographic survey, drainage evaluation and design, utility design, vertical and horizontal alignment refinement, comprehensive stormwater management, natural resources protections, construction staging, and construction related services. Also, coordination with Village staff, public involvement, agency coordination, permitting, plan preparation, and bidding documents.

Team

- + Aaron Groh, PE
- + Nick Bobinski, PE
- + Kathryn McNelly-Bell, CPESC, PWS

Services Provided:

- | | |
|-------------------------------|----------------------------------|
| + Agency Coordination | + Field Survey |
| + Permitting | + Design Study Report |
| + Public Involvement | + Pavement Marking |
| + Sanitary Sewer | + Pavement Type Selection Report |
| + Storm Sewer | + PS&E |
| + Subsurface Investigation | + Traffic Control Plan |
| + Water Main | + Traffic Study |
| + Environmental Document | + Erosion Control |
| + Environmental Investigation | + Utility Coordination |
| + Right-of-Way Plat | |

SIMILAR EXPERIENCE

Meadowbrook Road

Waukesha, WI

Client:

City of Waukesha

Client Contact:

Alex Damien

262.524.3907

adamien@waukesha-wi.gov



Termini: Northview Rd. to Rolling Ridge Dr.

Length: 0.6 miles

Construction Cost: \$3,500,000

Team

- + Kurt Farrenkopf, PE
- + Nick Bobinski, PE



Project Details:

Project included 0.6 miles of two-lane rural to a four-lane divided urban roadway reconstruction, sidewalk improvement, geometric improvement, and multi-stage traffic control plan. This project included all elements of the WisDOT Facilities Development Process with pavement replacement, stormwater management techniques, and complex traffic control.

The high concentration of residents and property owners affected by this project warranted extensive public involvement to keep roadway users informed of details regarding designs, plans, schedules, traffic routes, and property access during construction.

Services Provided:

- + Field Survey
- + Agency Coordination
- + Utility Coordination
- + Public Involvement
- + Preliminary Design
- + Final Roadway Design
- + Drainage Analysis
- + 404 Permits
- + Section 106
- + Environmental Analysis
- + Design Survey Report
- + Pavement Design Report
- + Transportation Project Plat
- + PS&E



SIMILAR EXPERIENCE

Moorland Road

Muskego, WI

Client:

City of Muskego

Termini: Janesville Rd. to McShane Dr.

Length: 1.3 miles

Construction Cost: \$4,000,000

Team

- + Aaron Bubb, PE
- + Nick Bobinski, PE
- + Neal Styka, PE, PTOE, RSP1

Services Provided:

- + Field Survey
- + Agency Coordination
- + Utility Coordination
- + Public Involvement
- + Preliminary Design
- + Final Roadway Design
- + Drainage Analysis
- + 404 Permits
- + Section 106
- + Environmental Analysis
- + Design Survey Report
- + Pavement Design Report
- + Transportation Project Plat
- + PS&E



Project Details:

Preliminary and final design of 1.3 miles of rural roadway. Redesign was required after premature roadway and soil failures following the recent 2002 reconstruction.

To address poor operations on Moorland Road, a single-lane roundabout was designed by Kapur to replace the existing four-way stop-controlled intersection at Woods Road. Project goals included minimizing impacts to adjacent properties, an existing multi-use path, Moorland Park, mature trees, and wetlands. As part of the project, several driveways at the roundabout were realigned further from the intersection and past the roundabout's splitter islands to enhance safety.

The project included aesthetic enhancements such as colored concrete with special jointing in key median and terrace locations, perennial plantings and landscaping designed for the roundabout central island, LED street lighting, water main and hydrant relocations, a new stormwater pond to treat runoff, wetland pond plantings, and native seed mix for select areas. Project also included full survey, subsurface investigation, bicycle accommodations, geometry improvements, transportation project plat, and multiple public involvement meetings.



PROJECT APPROACH

This section summarizes the Team's project approach and has been tailored to meet specific demands of the Grange Avenue project.



DATA GATHERING

The following are key components of the data-gathering process, which sets the foundation for the logical development of the design process:

- + An **operational planning meeting** will be scheduled immediately after the Notice to Proceed. Key attendees will be representatives from the City of New Berlin, utilities, affected agencies, and others as deemed necessary. The purpose of this meeting will be to discuss project scope and specifics, utility concerns, general concerns, and schedule.
- + **Field survey data and base mapping**, conducted by Kapur, will immediately be incorporated into Kapur's design software.
- + Existing parcel information will be combined with tax data base files to effectively create mailing lists and interest schedules.
- + **Subsurface investigations** consisting of soil borings and marsh probes will be initiated to determine pavement design parameters, potential structure design parameters, and to locate potential constructability problems.
- + **Archaeological surveys** will be initiated very early in the design process to ensure timely completion of the DNR permitting.
- + A **Phase I Environmental Assessment** will be undertaken early in the project development process. A preliminary review of State data basis indicated that there is currently one site within the project corridor, located on the northwest corner of the intersection with Sunnyslope Road that may be potentially contaminated.
- + All **wetlands** will need to be delineated early in the project schedule to avoid delays in the environmental process.

PUBLIC INVOLVEMENT

A successful **public involvement plan** will be critical to the success of this Grange Avenue project to ensure the diverse needs and concerns of key stakeholders are considered. Considering the potential effects on Costco's access from Grange Avenue and the significant impact on residential areas like Red Fox Crossing, High Grove, and Hales Heights Estates, where concerns might revolve around traffic, safety, and construction logistics, it is vital to actively involve these stakeholders in the input-gathering process. The goal of the public involvement plan will be to explain in clear terms that the proposed improvement is warranted given existing and projected traffic volumes, existing roadway structural deficiencies, drainage issues, and safety concerns.

Due to the nature of public works improvements, it is nearly impossible to obtain consensus on most projects. Instead, our public involvement plan will seek to gain **informed consent**.

Informed consent will be gained through a process termed **Systematic Development of Informed Consent (SDIC)** as developed by the Institute for Participatory Management and Planning.

SDIC CONSISTS OF:

- > A problem needs addressing.
- > The City of New Berlin is responsible to address this problem.
- > The approach to solve this problem is:
 - + Reasonable
 - + Sensible
 - + Responsible
- > We are listening...we do care.

The following are key components of the public involvement plan:

- + A **public involvement log** will supplement the public involvement plan. It will be a chronicle of public involvement activities as they occur. It will contain meeting memos, letters of inquiry, records of telephone discussions, and all responses. It will ensure that no public comments, concerns, or questions go unanswered.

PROJECT APPROACH

+ We will host three public informational meetings during the design development process. Tax key maps and tax rolls will be obtained to ensure all abutting property owners are invited to the meetings. In addition, meetings will also be announced through the media and invitations will be sent to identified special interest or neighborhood groups.

The most important aspect of each public informational meeting is to establish the foundation and principals for SDIC.



1 The first public involvement meeting will serve to identify the project, introduce the project team, explain the project scope, and discuss the project schedule. This meeting will be an initial data gathering session with the public to identify potentially affected interests and property owner issues and concerns.

The proposed improvement alternatives will be presented. Feedback from attendees on the alternatives will be used in development of the recommended alternative. A project schedule will also be shared. The meeting will provide an opportunity for discussion with the public, utilities, and public agencies. Proposed right-of-way and environmental impacts will be exhibited for the various alternatives, as well as preliminary construction costs.

2 The preferred alternative will be presented at the second public involvement meeting, prior to the completion of the 60% plans and final right-of-way plat. This will include typical sections, plans, profiles, cross-sections, and environmental impacts. This meeting will focus on explaining why certain alternatives were eliminated and why the preferred alternative was selected. An update on the project schedule and construction costs will be presented.

3 The draft-final plans will be presented at the third public involvement meeting, prior to the completion of the 100% plans for bidding. This will include the revised plans incorporating changes made after the 60% design meeting including; typical sections, plans, profiles, cross-sections, and environmental impacts. An update on the project schedule and construction costs will be presented.

+ Meetings with local government and special interest groups will be an important part of the public involvement plan. Kapur staff will make themselves available to attend any meeting or make any presentation to any local unit of government or special interest groups as needed throughout the duration of the project.

ENVIRONMENTAL IMPACTS

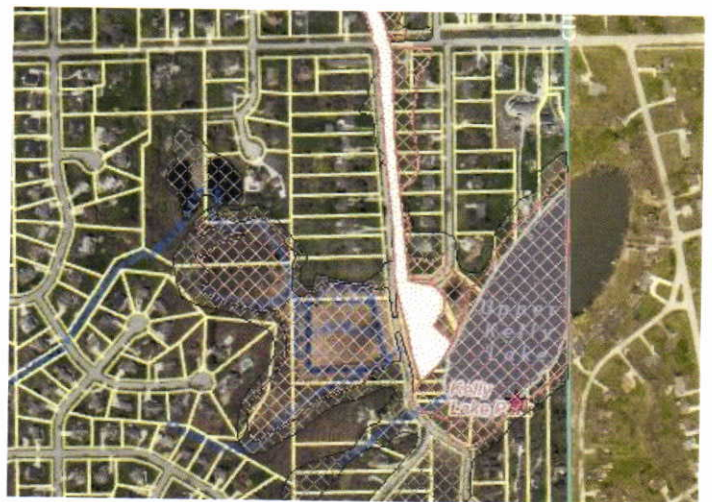
Based on our review of the project corridor, a few of the critical items that will need to be addressed include:

+ **Wetlands** – there are wetlands located on the project corridor. A detailed discussion of any wetland impacts will be necessary and it would include information about there being no practicable alternatives to the impacts.



+ **Stormwater management** – as required per TRANS 401 and NR 151, and per the City's requirements.

+ **Hazardous materials investigation** – A preliminary review of the available database records indicates that there are no waste disposal sites located adjacent to the project corridor.



PROJECT APPROACH

AGENCY COORDINATION

Agency coordination will be on the basis of jurisdiction and special expertise as required by the State Environmental Policy Acts and various implementing agency regulations. The primary objective will be to obtain input on the proposed action, its impact, and agency concurrence.

The following agencies, in addition to others, may be involved at various stages in development of the project:

- **Wisconsin Department of Natural Resources** coordination throughout the project will occur in accordance with the WDNR permitting requirements. The DNR will provide input on wetland/waterway impacts; state listed endangered species and other natural resources issues.
- **US Army Corps of Engineers** coordination and a likely permit will be required for any fill placed in existing wetlands.
- **US Fish and Wildlife Service** coordination regarding federal threatened and endangered species, if any.

PRELIMINARY DESIGN

The preliminary horizontal and vertical geometry, drainage plans, and storm sewer plans, intersection alternative treatments, and cross-sections will be prepared. In addition, the following major items will be addressed in preliminary design:

- **A traffic study** will be completed per the RFP. Based on the design year traffic analysis, design year maximum queues and the crash analysis, recommendations will be made for the Grange Avenue corridor and intersections with the public streets.

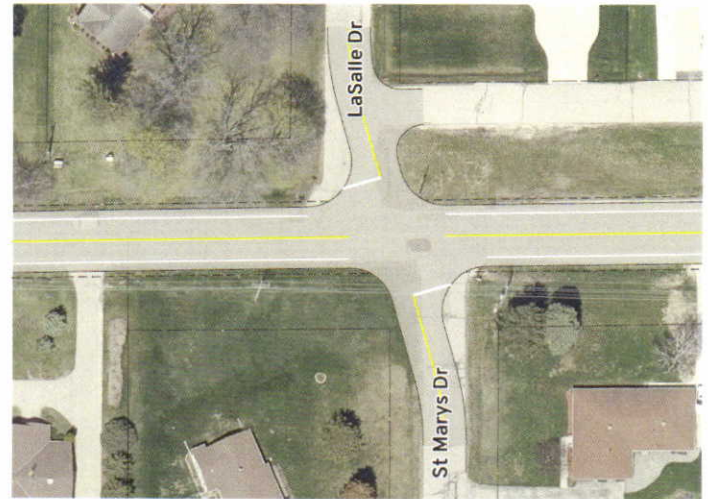
The recommended improvements will be used to conduct traffic analysis.

- **Alternative Analysis Review** – Among the alternatives to be re-evaluated and adjusted accordingly will be:

- Vertical alignment alternatives
- Typical section alternatives
- Intersection geometry alternatives
- Pavement design alternatives

- **Typical Section** – The typical section as presented in the RFP will be utilized and the impacts to adjacent properties, existing City sewer and water facilities, as well as drainage requirements will be investigated.

- **Intersection Geometry** – All intersections will be evaluated with respect to current standards including turning radii and intersection sight distance. A capacity study will also be conducted at the based on turning movement counts to determine the need for additional turn lanes at all intersections.



Consolidated intersection concept (75 degree angle)

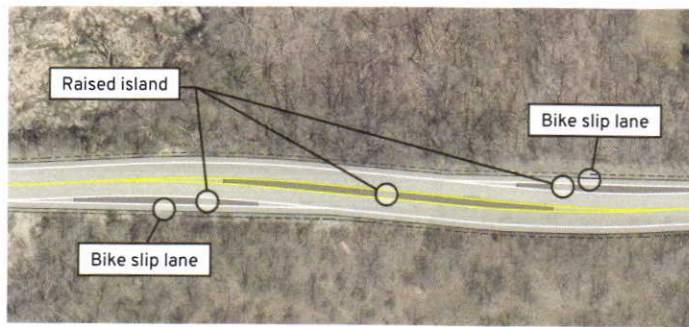
- **Traffic Calming** – A variety of potential traffic calming treatments will be explored to promote safer travel within the Grange Avenue corridor. These may include concepts such as median islands, chicanes, chokers, mini-roundabouts, and others. The selected improvements will seek to safely accommodate traffic within the corridor.



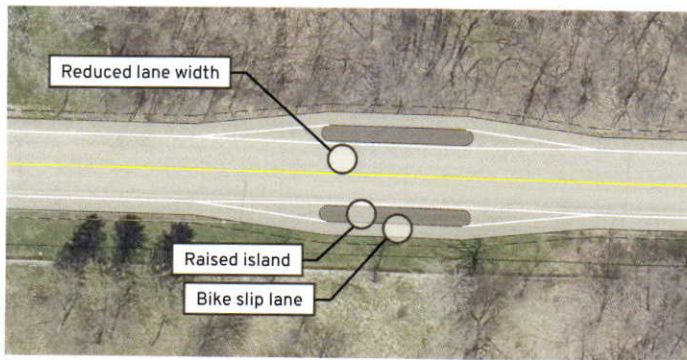
Traffic calming concept: Raised median

- **Bikes and Pedestrians** – Bikes will be accommodated within the proposed paved shoulder. Intersection and traffic calming treatments will be designed to safely accommodate bikes. Pedestrian crossings of Grange Avenue will be considered to provide connectivity between neighborhoods. Treatments such as enhanced crosswalk markings, median refuge, and rectangular rapid flashing beacons (RRFBs) could be explored.

PROJECT APPROACH



Traffic calming concept: Chicane



Traffic calming concept: Choker islands

+ **Pavement Design** – The Pavement Design Report will present the recommendation for the proposed pavement structure of Grange Avenue. Based on the results of the subsurface investigation analysis and the condition of the existing pavement structure, different pavement structures will be studied, and a life cycle cost analysis will be prepared.

+ **Preliminary roadway plan, profile and cross-sections** will be developed for the selected alternative. These plans will reflect facilities development guidelines, input from the utilities, agencies, the public, and the City.

+ **Preliminary drainage plans** showing the general location, size and configuration of drainage structures will be prepared. Special attention will be paid to the existing drainage patterns and the improvement of any identified existing drainage problems. Preliminary layout of required stormwater management facilities will also be provided.

+ **Preliminary traffic control/construction staging plans** will be developed for Grange Avenue. Alternative construction staging options will be developed to help expedite construction as well as providing cost effectiveness. Should temporary lanes need

to be constructed, this will be determined prior to completion of the right-of-way plat in case additional temporary limited easements are necessary to accommodate temporary traffic lanes during construction.

+ **Utility coordination** and probable utility impacts will be initiated during preliminary design including the first utilities coordination meeting.

+ **Preliminary & final right-of-way plat** will be completed during preliminary design. Slope intercepts will be plotted and areas where fee, PLE, and TLE interests may be required will be established.

+ A **preliminary cost estimate** will be developed.

+ A **modified design study report** outlining the proposed action will be the culmination of preliminary design. It will be presented similar to *WisDOT Facilities Development Manual* format for City records.

FINAL DESIGN

The alternative recommended at the 60% plan development stage will be further developed in final design with the goal being a plan, specification, and estimate (PS&E) submittal for letting by the City. The following major components will be addressed in final design.

- ✓ Final roadway plans, profiles, and cross-sections will be completed.
- ✓ Drainage design and stormwater management plans will be finalized.
- ✓ Erosion control plans will be developed.
- ✓ A traffic control/staging plan will be completed.
- ✓ A permanent pavement marking and signing plan will be included in the final plan set.
- ✓ A utility status report will be prepared and two utility coordination meetings will be held.
- ✓ A PS&E will be prepared in accordance with City of New Berlin requirements.

PROJECT APPROACH

QUALITY CONTROL AND QUALITY ASSURANCE

A quality assurance (QA) plan will be developed to establish guidelines and requirements for the project to consistently achieve the satisfaction of the City as well as to meet time and other requirements. The QA plan will establish project-related policies, standards, and guidelines for producing an acceptable level of quality in the project team's products. The project manager will develop a project quality plan that documents the quality control activities and quality system elements specified in the QA plan that are necessary to ensure compliance with the City's needs and expectations. The project manager is responsible for overall project execution, including interface with the City, assigning appropriate staff to the project, coordinating all project work, maintaining the project schedule and budget, and ensuring schedule for appropriate reviews planned, and completed.

The QC guidelines that will be established for this project:

- + Conformity with City requirements
- + Design standards
- + Roles and responsibilities for design and drafting
- + Reviewers responsibilities
- + Milestone and deliverable reviews
- + Response to reviewers
- + Continuous review/checking

Technical reviewers are assigned by the project manager. The following are content of technical reviews:

➤ 30% REVIEW

- + Highway geometry
- + Typical section
- + Alternatives in conjunction with major milestone client and/or public
- + 1st public involvement meeting
- + Plan and profile
- + Cost estimate
- + Preliminary right-of-way plat

➤ 60% REVIEW

- + Refined alternatives
- + Revised geometry
- + Details
- + Draft specs
- + Major quantities
- + Cost estimate
- + Maintenance of traffic plans
- + Field review with client staff
- + Environmental impacts determination and minimization efforts
- + Pavement design report
- + Final right-of-way plat
- + 2nd public involvement meeting
- + Design study report

➤ 90% REVIEW

- + Permits
- + 3rd public involvement meeting
- + Final PS&E
- + Completeness and consistency of plans
- + Uncovering errors and omissions
- + Design changes from reviews addressed

POST CONSTRUCTION

- + Discuss post construction aspects with the City

➤ The above general guidelines will be tailored to the City and project-specific milestones, schedules, and budget constraints.



PROJECT SCHEDULE

Kapur has carefully reviewed the project scope and developed a project schedule that meets the requirements as set forth in the City's RFP. Kapur is committed to on-time delivery and has a history of meeting tight timeframes.

The critical path for the Grange Avenue reconstruction project is real estate acquisition. The proposed schedule gives Single Source, Inc. and the City 17 months to acquire fee and easement real estate interests, and approximately eight months for utility relocations after all real estate is clear.

MILESTONES SCHEDULE - Start 4/1/2024		
	TASK	COMPLETION DATE
2024	Project Startup	April 2024
	Public Involvement Plan	April 2024
	Utility Letters	April 2024
	Operational Planning Meeting	April 2024
	DNR Coordination Initiated	April 2024
	30% Plan	August 1, 2024
	30% Plan Review Meeting	August 29, 2024
	Local Officials Meeting	September 2024
	1st Public Involvement Meeting	September 2024
	60% Plan/Preliminary Plat	October 11, 2024
	60% Plan Review Meeting	November 8, 2024
	Design Study Report	November 11, 2024
	2nd Public Involvement Meeting	November, 2024
2025	Final Plat	January 1, 2025
	Begin Real Estate Acquisition	February 1, 2025
	Utility Submittal (75% Plan)	December 1, 2025
2026	Utility Coordination Meeting	March , 2026
	Utility Work Plans Due	May 1, 2026
	Approved Utility Work Plans	July 1, 2026
	Real Estate Acquisition Complete (17 months)	July 10, 2026
	Draft PS&E (90% Plan)	June, 2026
	Draft PS&E Review Meeting	June, 2026
	3rd Public Involvement Meeting	August, 2026
	Final PS&E (100% Plan)	September 18, 2026
	DNR/ACOE Permits Complete	October 2026
	Ad 1	Week of January 11, 2027
2027	Ad 2	Week of January 18, 2027
	Bid Opening	February 3, 2027
	Finish Utility Relocations (6 months)	March 1, 2027
	Construction	April - October 2027

STAFF AVAILABILITY

STAFF	ROLE	CURRENT PROJECTS	TIME REMAINING	AVAILABILITY
Kurt Farrenkopf	Project Management	S. 76th St. Bridge Rehab I-94 Study; Utility Coordination	5 months 3 years	75%
Aaron Groh	Quality Control and Bidding	Various municipal projects	On going	60%
Brian Adams	Stormwater Management	USH 41, Outagamie Co.	9 months	85%
Nick Bobinski	Lead Roadway Design	STH 20, Walworth Co. Various small projects	1 year 1 year	70%
Neal Styka	Traffic Study	STH 32, Milwaukee Co.	1.5 years	75%
Jason Herther	Survey Lead	Various Projects	Ongoing	75%
Brian Dodge	Plat Lead	Various Projects	Ongoing	80%
Mohammed Zagloul	Structures	Various Projects	Ongoing	70%
Athena Kuhl	Public Involvement Lead	WIS 175, Milwaukee Co. I-43 Milwaukee & Ozaukee Co's.	1 Year	70%
Doug Bath	Geotechnical Engineer	Various Projects	Ongoing	75%
Steve Boll	Real Estate Services	Various Projects	Ongoing	80%
Jennifer Picard	Archaeology	Various 10-Day Projects	Ongoing	80%

Task Description	Project Manager, PE	Project Engineer	Staff Engineer	Technician	Structural Engineer	Environmental Scientist	Project Surveyor/Plat	One Person Survey Crew	Total Task Hours	Total Cost
	\$185.00	\$165.00	\$135.00	\$110.00	\$160.00	\$135.00	\$150.00	\$120.00		
	hours	hours	hours	hours	hours	hours	hours	hours		
Task 1 - Project Management and Meetings										
Monthly Monitoring and Invoicing	16						0			\$2,960.00
Project Kick-Off Meeting	3	4	6	2						\$2,245.00
Attend 30%, 60%, 90%, and 100% Meetings	10	16	16	8						\$7,530.00
Attend 2 Neighborhood Meetings	6	8	4	8						\$3,850.00
PIM's (3)	16	40	40	60						\$21,560.00
Subtotals Task 1	51	68	66	78	0	0	0	0	263	\$38,145.00
Task 2 - Data Gathering										
Project Set-Up (Office)							2			\$300.00
Diggers Hotline (Office)				24			8			\$3,840.00
Horizontal Field Control				2			4	16		\$2,740.00
Vertical Field Control				2			4	16		\$2,740.00
Iron Pipe Search				2			2	16		\$2,440.00
Data Collection/Manhole Measure Downs							16	120		\$16,800.00
Mapping (Office)		0	0	70			8	40		\$13,700.00
Mapping Review	2	0	4	8			4			\$2,390.00
Subtotals Task 2	2	0	4	108	0	0	48	208	370	\$44,950.00
Task 3 - Utility Coordination										
Utility Coordination	2	4	4	4						\$2,010.00
Utility Plan Review	2	8	24	8						\$5,810.00
Utility Coordination Meetings (2)	4	6	8	2						\$3,030.00
Subtotals Task 3	8	18	36	14	0	0	0	0	76	\$10,850.00
Task 4 - Reports										
Traffic Analysis	1	2	8	4						\$2,035.00
Geotechnical Investigation & Report Coordination	0	1	1	2		0				\$520.00
Haz. Mat. Investigations	1		2	4		24				\$4,135.00
Traffic Counts, Analysis and Report	8	12	8	0						\$4,540.00
Subtotals Task 4	10	80	100	10	0	24	0	0	224	\$11,230.00
Task 5 - Preliminary Design										
Typical Sections	4	8	16	4						\$4,660.00
Horizontal Alignments	2	4	16							\$3,190.00
Vertical alignments	4	16	80	16						\$15,940.00
Develop Typical Sections/Input		1	2	0						\$435.00
Revise Horizontal Alignments		1	1							\$300.00
Revise Vertical Alignments	1	1	8							\$1,430.00
Cross Sections	2	8	40	4						\$7,530.00
Drainage Design	1	40	80	16						\$19,345.00
Retaining Wall Design	0	2	16	8	16					\$5,930.00
Develop SWMP	2	40	8	8						\$8,930.00
Traffic Control Concepts		4	24	4						\$4,340.00
Analyze Cross Sections - Develop Right of Way Needs	2	4	16	4						\$3,630.00
Plan Preparation - Title Sheet/Typical Sections		1		8						\$1,045.00
Plan Preparation - Alignments			1	2						\$355.00
Plan Preparation - Plan/Profiles	1	2	16	16						\$4,435.00
Plan Preparation - Traffic Control		1	4	16						\$2,465.00
Plan Preparation - Cross Sections	1	4	40	16						\$8,005.00
Cost Estimates	1	4	24	8						\$4,965.00
Quality Control Reviews	1	24	0							\$4,145.00
Address Preliminary Plan Review Comments	2	4	16	40						\$7,590.00
Subtotals Task 5	24	169	408	170	16	0	0	0	787	\$108,665.00

Task 6 - Final Design										
Update Cross Sections	1	4	16	4						\$3,445.00
Detailed Design - Roadway	4	16	60	4						\$11,920.00
Detailed Design - Drainage/Storm Sewer/SWMP	1	24	40	8						\$10,425.00
Detailed Design - Pavement Elevations		1	16	1						\$2,435.00
Detailed Design - Pavement Marking			2	0						\$270.00
Detailed Design - Erosion Control	1	4	40	0						\$6,245.00
Detailed Design - Traffic Control	2	4	16	2						\$3,410.00
Detailed Design - Quantity Calculations	2	4	40	8						\$7,310.00
Plan Preparation - Title Sheet, General Notes, Typical Sections		0	4	2						\$760.00
Plan Preparation - Construction Details	1	2	40	16						\$7,675.00
Plan Preparation - Alignment Plan			0	1						\$110.00
Plan Preparation - Pavement Marking			0	2						\$220.00
Plan Preparation - Drainage Plans	2	4	16	40						\$7,590.00
Plan Preparation - Stormwater Detention	1	4	8	8						\$2,805.00
Plan Preparation - Erosion Control		1	4	16						\$2,465.00
Plan Preparation - Traffic Control		1	4	16						\$2,465.00
Plan Preparation - Quantities	1	2	40	16						\$7,675.00
Plan Preparation - Plan/Profiles	1	1	2	8						\$1,500.00
Plan Preparation - Cross Sections	1	4	8	16						\$3,685.00
Plan Preparation - Retaining Walls		1	2	16	8					\$3,475.00
Quality Control Reviews	1	24	4							\$4,685.00
Landscaping/Screening	0		0	0	0					\$0.00
Address 90% Comments	2	16	24	24						\$8,890.00
Prepare Bidding Documents	1	2	8	4						\$2,035.00
Subtotals Task 6	22	119	394	212	8	0	0	0	755	\$101,495.00
Task 7 - Right of Way Plat (35 Parcels)										
R/W Plat Development	4	8	16	300			200			\$67,220.00
Annexation Exhibits and Legal Descriptions		2		0			40			\$6,330.00
Appraisal Staking (4 mobilizations, 8 parcels per mobilization)			0	8			8	40		\$6,880.00
Subtotals Task 7	4	10	16	308	0	0	248	40	626	\$80,430.00
Task 8 - Environmental										
WDNR Endangered Resources Review Preparation and Submittal	1	4	2							\$1,115.00
WDNR and ACOE Chapter 30 Permit Preparation and Coordination	2	16	4	16		40				\$10,710.00
404 Permit Preparation and Coordination	2		4	24		24				\$6,790.00
WDNR WRAPP Permit Preparation and Coordination	1	8	2	2		8				\$3,075.00
Subtotals Task 8	6	28	12	42	0	72	0	0	160	\$21,690.00
Task 9 - Bid Period Services										
Distribution of Project Manuals and Addenda	1	4	1	1						\$1,090.00
Attend Bid Opening	0	2								\$330.00
Bid Review and Tabulation	0	1		0						\$165.00
Subtotals Task 9	1	7	1	1	0	0	0	0	10	\$1,585.00
Kapur Total Hours	128	499	1037	943	24	96	296	248	3,271	
Kapur Total Fee	\$23,680.00	\$82,335.00	\$139,995.00	\$103,730.00	\$3,840.00	\$12,960.00	\$44,400.00	\$29,760.00		\$440,700.00
Reimbursable Expenses - Mileage									\$500.00	\$500.00
Kapur Total										\$441,200.00
Subconsultants										
Single Source, Inc. - Real Estate Services (35 Parcels)										\$115,225.00
Gestra Engineering, Inc. - Geotechnical Investigations										\$24,580.00
Land Title Services - Property Title Searches (35 Parcels)										\$13,825.00
UWM - Archaeological Services										\$2,500.00
Project Total										\$597,330.00



DATE: March 19, 2024

TO: Rubina Medina
City Clerk

FR: Mayor Dave Ament

RE: Mayoral Appointments for the March 26, 2024 Common Council Mtg

Police and Fire Commission

Pat Palechek
16900 W Salentine Drive
New Berlin, WI 53151
262-785-0636
patpalechek@gmail.com
(Re-Appointment)

Expiration Date

4/30/2029

For Office Purposes Only						
TT	Eml	Web	Provox	Ltr	Ethcs	HB



Committee of the Whole MEETING MINUTES

March 12, 2024 - 6:00 PM
Council Chambers
3805 S. Casper Drive

Please note: Minutes are unofficial until approved at the next regular scheduled meeting.

MINUTES

1. CALL MEETING TO ORDER

Council President Harenda called the meeting to order at 6:00 PM.

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

Deputy City Clerk Megan Godshall took the roll call as follows:

Present: Alderperson Hopkins, Alderperson Maxey, Alderperson Harenda, Alderperson Horbinski, Alderperson Kroupa, Alderperson La Fever

Excused: Alderperson Joseph Stribl, Mayor Dave Ament

Staff Present: City Attorney Mark Blum

A quorum was established and the meeting was properly noticed.

3. APPROVAL OF MINUTES

A. February 27, 2024 Committee of the Whole Meeting Minutes

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Kroupa
Second by: Alderperson Horbinski
Motion Passed 6-0

4. UTILITY & FINANCE

A. Discussion and possible action to approve the March 13, 2024, Water Utility claims in the amount of \$207,418.32, Sewer Utility claims in the amount of \$3,545.06 and General City claims in the amount of \$445,806.66. Tax overpayment checks totaling \$136,687.09 were also generated. US Bank Visa EFT of \$33,119.43 for the period of January 16 through February 14, 2024.

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Maxey
Second by: Alderperson Kroupa

Motion Passed 6-0

5. MISCELLANEOUS

No items

6. ADJOURN

MOTION: Motion to Adjourn at 6:02 PM

VOTE: Motion by: Alderperson La Fever
Second by: Alderperson Maxey
Motion Passed 6-0

***Respectfully Submitted,
Megan Godshall, Deputy City Clerk***

Original Alcohol Beverage License Application

FOR CLERKS ONLY	
Municipality	
License Period	

License(s) Requested

- ☐ Class "A" Beer \$ _____
☒ Class "B" Beer \$ 100
☐ "Class C" Wine \$ _____
☐ Reserve "Class B" Liquor \$ _____
☐ "Class A" Liquor \$ _____
☒ "Class B" Liquor \$ 500
☐ "Class A" Liquor (Cider Only) \$ _____
☐ "Class B" (Wine Only) Winery \$ _____

License Fees	\$ <u>600</u>
Publication Fee	\$ <u>35</u>
Background Check	\$ <u>10</u>
Total Fees	\$ <u>645</u>

Part A: Premises/Business Information

1. Legal Business Name (registered entity name or individual's name if sole proprietorship)

Tail Spin Cafe

2. Trade Name or DBA

Tail Spin Cafe

3. Premises Address

19680 W National Ave. New Berlin

4. County

Waukesha

5. Municipality

6. Aldermanic District

7. Mailing Address (if different from premises address)

W17456986 Hawthorn Dr Muskego WI 53150

8. FEIN

93-1488449

9. Wisconsin Seller's Permit Number

456-1031466526-02

10. Premises Phone

262-505-9143

11. Premises Email

jenniferhalverson07@gmail.com

12. Entity Type (check one)

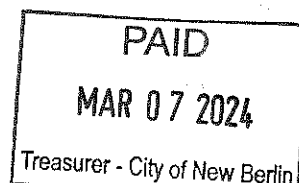
- ☐ Sole Proprietor
 ☐ Partnership
 ☒ Limited Liability Company
 ☐ Corporation
 ☐ Nonprofit Organization

13. Premises Description - Describe the building or buildings where alcohol beverages are to be sold and stored. Describe all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. Alcohol beverages may be sold and stored ONLY on the premises described in this application. Attach additional sheets if necessary.

Office, back kitchen area, coolers, behind bar, dining room.

Part B: Questions

1. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit a copy of Responsible Beverage Server Training Course Certificate. ☒ Yes ☐ No
2. Does the applicant business or its partners, officers, directors, managing members, or agent hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? ☐ Yes ☒ No
If yes, please explain using the space below. Attach additional sheets if necessary.



Part C: For Corporate/LLC Applicants Only

1. State of Registration <i>Wisconsin</i>		2. Date of Registration
3. Is the applicant business owned by another corporation or LLC? If yes, please provide the name and FEIN of the parent company below, include parent company members in Part D, and attach Form AT-103 for all of the parent company's principal members, managers, officers, or directors ☐ Yes ☒ No		
Name of Parent Company		FEIN of Parent Company
4. Does the parent company or any of its officers, directors, managing members, or agent hold any direct or indirect interest in any other alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? ☐ Yes ☒ No If yes, please explain using the space below. Attach additional sheets if necessary.		
5. Agent's Last Name	Agent's First Name	Phone

Part D: Individual Information

A Supplemental Questionnaire, Form AT-103, must be completed and attached to this application for each person involved in the applicant business and any parent company as indicated in Part C. Persons in the applicant business include: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all managing members and agent of a limited liability company.

List the full name, title, and phone number for each person below. Attach additional sheets if necessary.

Last Name	First Name	Title	Phone
<i>Hobson</i>	<i>Jennifer</i>	<i>Owner</i>	<i>608-601-656</i>

Part E: Attestation

Who must sign this application?

- sole proprietor • one general partner of a partnership • one corporate officer • one managing member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature <i>[Signature]</i>		Date <i>3/7/24</i>
Name (Last, First, M.I.)		
Title	Email	Phone

Part F: For Clerk Use Only

Date application was filed with clerk	Date reported to governing body	Date provisional license issued (if applicable)
Date license granted	License number	Date license issued
Signature of Clerk/Deputy Clerk		

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town ☐ Village of New Berlin County of Waukesha
☒ City

The undersigned duly authorized officer/member/manager of Tailspin Cafe
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Tailspin Cafe
(Trade Name)

located at 19680 National Ave

appoints Jennifer Halverson
(Name of Appointed Agent)

W174 S6986 Hiawatha Dr Muskego, WI 53150
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☒ Yes ☐ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Tailspin LLC, New Berlin, Muskego, Remi LLC, Pipestone, Hot Rods LLC, Polynesian The Advent LLC, Edgerton

Is applicant agent subject to completion of the responsible beverage server training course? ☐ Yes ☒ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 35 years

Place of residence last year W174 S6986 Hiawatha Dr Muskego, WI 53150

For: Tailspin Cafe
(Name of Corporation / Organization / Limited Liability Company)

By: Jennifer Halverson
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Jennifer Halverson, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Jennifer Halverson
(Signature of Agent)

3/7/24
(Date)

Agent's age 35

Date of birth 1-6-89

(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

Form
AT-106

Original Alcohol Beverage
License Application

MAR 01 2024

FOR CLERKS ONLY

Municipality

License Period

License(s) Requested

- ☐ Class "A" Beer \$ _____
- ☒ Class "B" Beer \$ 100
- ☐ "Class C" Wine \$ _____
- ☐ Reserve "Class B" Liquor \$ _____
- ☐ "Class A" Liquor (Cider Only) \$ _____
- ☐ "Class B" (Wine Only) Winery \$ _____

License Fees	\$ 170
Publication Fee	\$ 35
Background Check	\$ 10
Total Fees	\$ 215

Part A: Premises/Business Information

1. Legal Business Name (registered entity name or individual's name if sole proprietorship)

JOONS LLC

2. Trade Name or DBA

Tec It Up

3. Premises Address

20101 W Cleveland Ave New Berlin WI 53146

4. County

Waukesha

5. Municipality

New Berlin

6. Aldermanic District

District 3

7. Mailing Address (if different from premises address)

8. FEIN

30-1399472

9. Wisconsin Seller's Permit Number

456-1031604043-082

10. Premises Phone

262-544-4653

11. Premises Email

golfd@tecitupwi.com

12. Entity Type (check one)

- ☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

13. Premises Description - Describe the building or buildings where alcohol beverages are to be sold and stored. Describe all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. Alcohol beverages may be sold and stored ONLY on the premises described in this application. Attach additional sheets if necessary.

The building includes a lobby, kitchen, ~~garage and two bathrooms~~. All storage and consumption will be in main lobby area. Beer will be stored in coolers in lobby area and kitchen. ~~See attached floor plan.~~
Alcohol will also be consumed in outdoor patio area.

Part B: Questions

1. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit a copy of Responsible Beverage Server Training Course Certificate. ☒ Yes ☐ No
2. Does the applicant business or its partners, officers, directors, managing members, or agent hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? ☐ Yes ☒ No
If yes, please explain using the space below. Attach additional sheets if necessary.

Part C: For Corporate/LLC Applicants Only

1. State of Registration WISCONSIN		2. Date of Registration 2.13.24
3. Is the applicant business owned by another corporation or LLC? If yes, please provide the name and FEIN of the parent company below, include parent company members in Part D, and attach Form AT-103 for all of the parent company's principal members, managers, officers, or directors ☐ Yes ☒ No		
Name of Parent Company		FEIN of Parent Company
4. Does the parent company or any of its officers, directors, managing members, or agent hold any direct or indirect interest in any other alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? ☐ Yes ☒ No If yes, please explain using the space below. Attach additional sheets if necessary.		
5. Agent's Last Name ROBRAN	Agent's First Name KRISTIN	Phone 262-527-6955

Part D: Individual Information

A Supplemental Questionnaire, Form AT-103, must be completed and attached to this application for each person involved in the applicant business and any parent company as indicated in Part C. Persons in the applicant business include: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all managing members and agent of a limited liability company.

List the full name, title, and phone number for each person below. Attach additional sheets if necessary.

Last Name	First Name	Title	Phone
ROBRAN	KRISTIN	Member	262-527-6955

Part E: Attestation

Who must sign this application?

- sole proprietor • one general partner of a partnership • one corporate officer • one managing member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature Kristin Robran		Date
Name (Last, First, M.I.) ROBRAN KRISTIN R		
Title Member	Email KROBRAN2@MAIL.COM	Phone 262-527-6955

Part F: For Clerk Use Only

Date application was filed with clerk	Date reported to governing body	Date provisional license issued (if applicable)
Date license granted	License number	Date license issued
Signature of Clerk/Deputy Clerk		

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town ☐ Village ☒ City of New Berlin County of Waukesha

The undersigned duly authorized officer/member/manager of Joons LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

Tee It Up
(Trade Name)

located at 20101 W Cleveland Ave New Berlin WI 53146

appoints Kristin Robran
(Name of Appointed Agent)

W254 S Wuzo Ridge Road Waukesha WI 53189
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☐ Yes ☒ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? ☒ Yes ☐ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 45 years

Place of residence last year Waukesha WI

For: Joons LLC
(Name of Corporation / Organization / Limited Liability Company)

By: Kristin Robran
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Kristin Robran, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Kristin Robran 3.1.24 Agent's age 45
(Signature of Agent) (Date)
W254 S Wuzo Ridge Rd Waukesha WI 53189 Date of birth 61.14.1979
(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)



CITY OF NEW BERLIN



AN OVERVIEW OF THE DEPARTMENT OF COMMUNITY DEVELOPMENT 2024

VISION STATEMENT

The Department of Community Development promotes and maintains the careful and sustainable development & use of land in the City of New Berlin. To accomplish this, the Department is involved in both short and long-range planning. This effort includes reviewing and documenting development, engineering & capital infrastructure planning, comprehensive planning, economic development, land/geographic information systems, inspections, zoning/code enforcement & compliance, and disseminating this information to the public.

MISSION STATEMENT

1. Provide leadership, guidance and advice in preparing, developing, and establishing long-range strategies and standards for the development of the community;
2. Establish, administer, and enforce regulations that promote health, safety, morals, comfort, prosperity, property values, and the general welfare of the City;
3. Provide customer assistance to the public and creating a greater understanding of City regulations;
4. Foster planning, inspection & engineering principals, and staff development resulting in a better place to live, work, and do business.
5. Support the activities of the City of New Berlin and its citizens by providing and maintaining accurate, current and complete geographic and land information data. This support will be provided through leveraging the knowledge contained in this information and by using a set of procedures and techniques collectively referred to as a Geographic and Land Information System. Using GIS/LIS, the division will enable the managers and citizens to make decisions impacting the future of the City of New Berlin in an informed and logical manner.

DIVISIONS OF DCD

- Emergency Management
- Engineering Services
- GIS/LIS Services
- Inspection Services
- Planning Services & Tourism (*Enjoy New Berlin and Economic Development*)
- Recreation
- Water Resources Management Utility
- Public Information Office (PIO)

DEPARTMENT OF COMMUNITY DEVELOPMENT

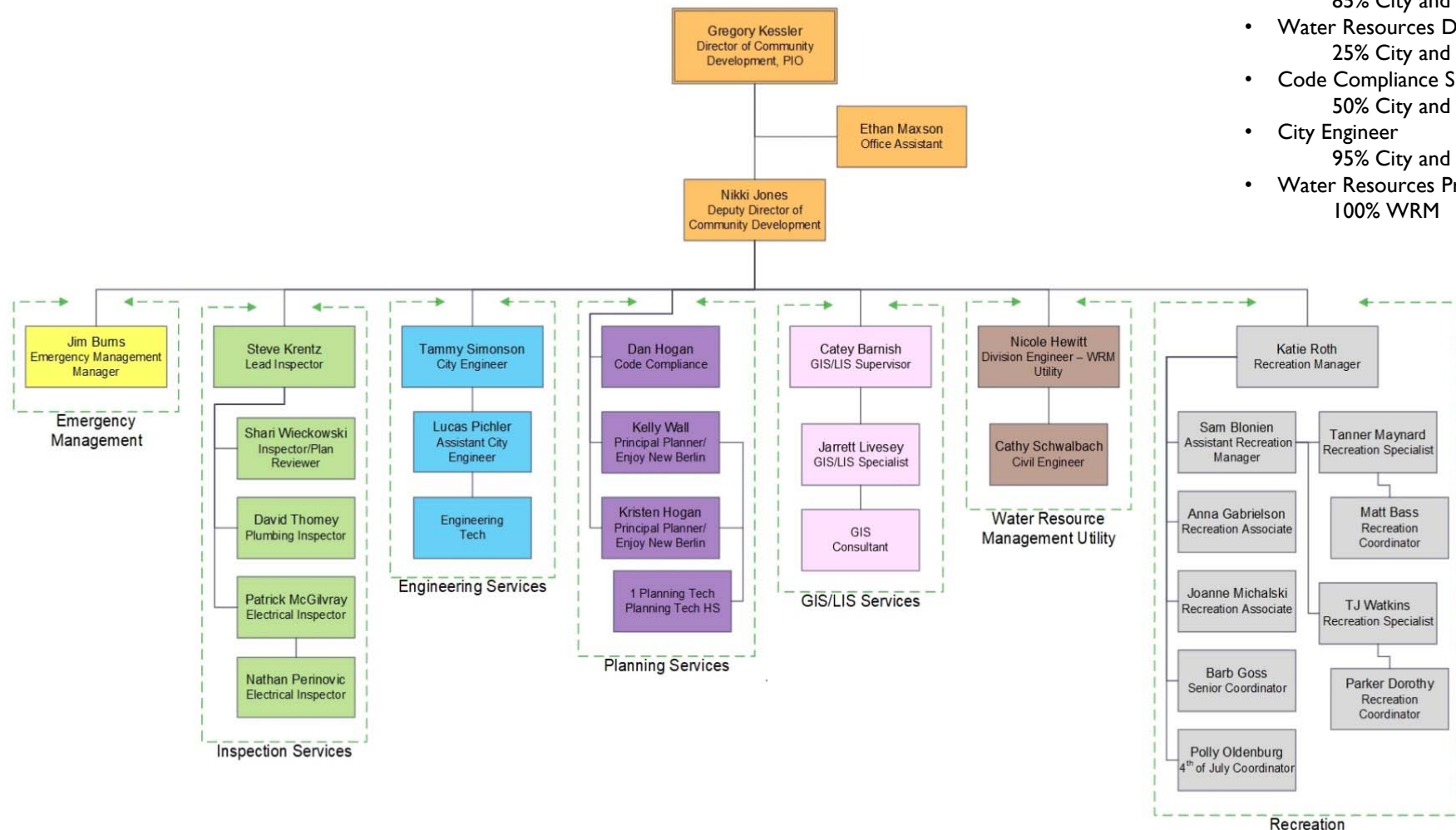
ORGANIZATIONAL CHART

Department of Community Development Organizational Chart

February 2024

Staff Position Allocation Notes:

- Director of Community Development
85% City and 15% WRM
- Water Resources Division Engineer
25% City and 75% WRM
- Code Compliance Specialist
50% City and 50% WRM
- City Engineer
95% City and 5% WRM
- Water Resources Project Engineer
100% WRM



PLANNING SERVICES

RESPONSIBILITIES

- Comprehensive Planning
- Development Review
- Economic Development
- Emergency Management
- Housing Trust Fund Board
- Park Planning
- Tourism Commission (*Enjoy New Berlin*)
- Zoning and Subdivision Codes
- Zoning Code Violations and Enforcement

PLANNING APPLICATIONS

2023

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Conditional Use	1	0	0	1	1	0	0	0	0	0	0	0	3
Land Division	2	0	0	2	1	0	1	1	0	0	0	0	7
Re-occupancy	5	7	2	6	12	2	4	7	10	1	9	1	66
Rezoning	2	0	0	2	0	1	0	2	0	0	0	0	7
Sign	7	4	5	7	3	8	4	10	2	9	2	2	63
Subdivision	0	0	1	0	0	1	0	1	0	1	0	0	4
Use Approval	6	2	3	9	8	4	7	6	2	3	2	4	56
Wetland Registration	1	0	0	1	0	1	0	1	0	0	0	0	4
Total	24	13	11	28	25	17	16	28	14	14	13	7	210

DEVELOPMENT HIGHLIGHTS

COMPLETION

ABB

- Lincoln Avenue



DEVELOPMENT HIGHLIGHTS

COMPLETION

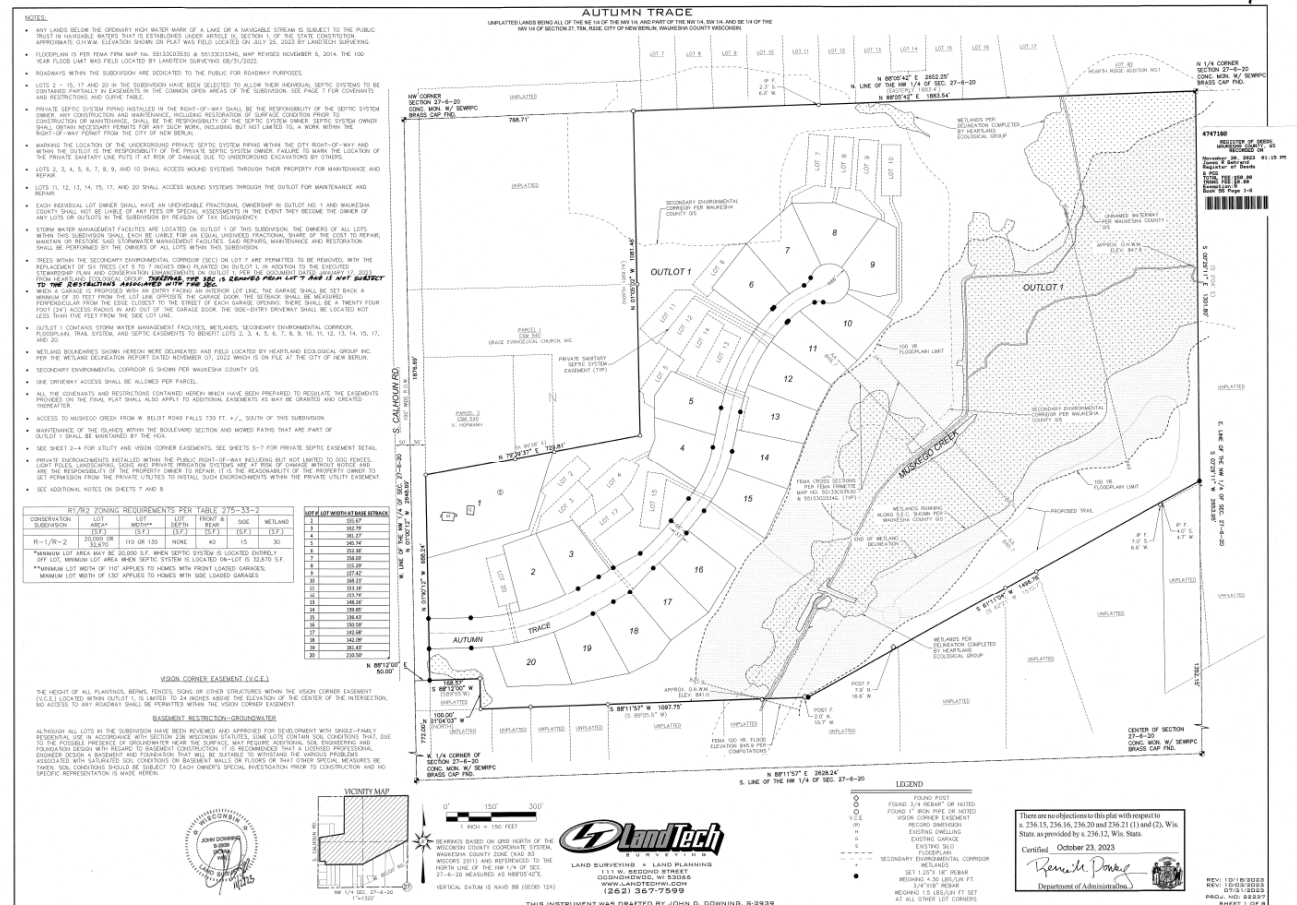
Veit

- 18600 W. Lincoln Avenue



Autumn Trace Subdivision

- Final Plat Approval for 20 lots
- 3 homes are under construction
- This subdivision will be part of the 2024 Metropolitan Builders Association (MBA) Parade of Homes



DEVELOPMENT HIGHLIGHTS

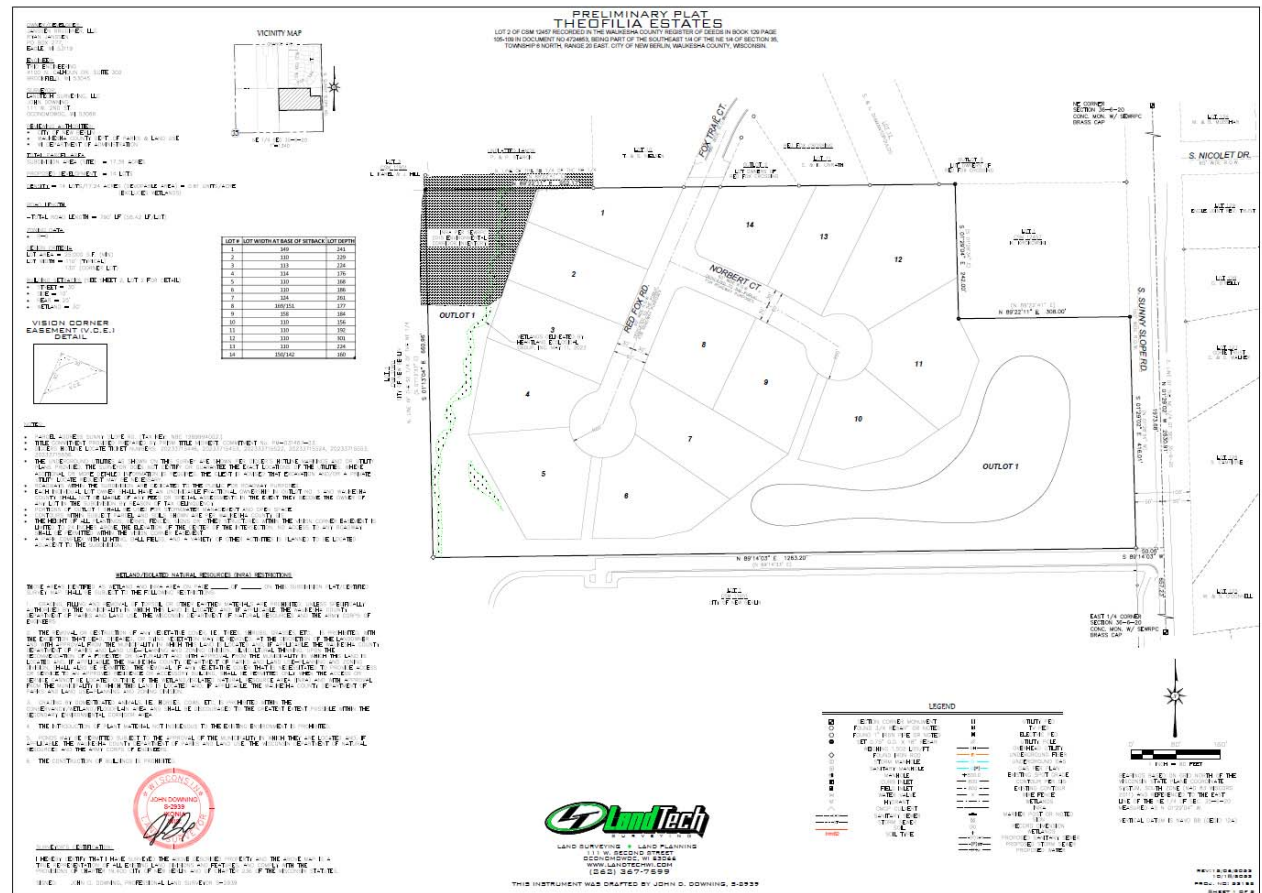
CONSTRUCTION

Theofila Estates Subdivision

- Preliminary Plat Approval for 14 lots
- Construction of the infrastructure is expected Summer 2024



Site Walk 8/1/23



DEVELOPMENT HIGHLIGHTS

CONSTRUCTION

Caribou Coffee

- 5276 S. Moorland Rd



DEVELOPMENT HIGHLIGHTS

CONSTRUCTION

Grand Hills Castle – Phase 2

- 5276 S. Moorland Rd



DEVELOPMENT HIGHLIGHTS

CONSTRUCTION

Several Other NBIP Expansions

- Crossmark Graphics
- Mckey Perforating



DEVELOPMENT HIGHLIGHTS

CONSTRUCTION

DreamPak Addition

- 17100 W. Ryerson Rd

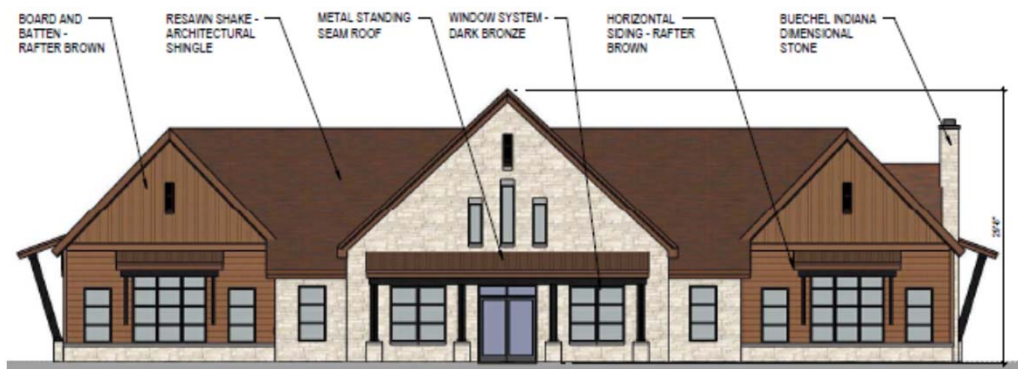


DEVELOPMENT HIGHLIGHTS

DEVELOPMENT REVIEW

Mandel Development

- Neighborhood Plan/PUD
- 191 Multi-family units (Approved 1/8/24)
- Senior Development
- Commercial Development



DEVELOPMENT HIGHLIGHTS

CITY PROJECTS

Activity & Recreation Center – Phase 2



DEVELOPMENT HIGHLIGHTS

CITY PROJECTS

Activity & Recreation Center – Phase 2



DEVELOPMENT HIGHLIGHTS

CITY PROJECTS

Activity & Recreation Center – Phase 2



DEVELOPMENT HIGHLIGHTS

CITY PROJECTS

Activity & Recreation Center – Phase 2

- Award Winning



DEVELOPMENT HIGHLIGHTS

CITY PROJECTS

Buena Park

- 2024 Wisconsin Park and Recreation Association (WPRA) Outstanding Park Design Award



DEVELOPMENT HIGHLIGHTS

CITY PROJECTS

Buena Park

- 2023 Design: west playground



DEVELOPMENT HIGHLIGHTS

CITY PROJECTS

Maple Ridge Park

- 2023 Design: playground



DEVELOPMENT HIGHLIGHTS

CITY PROJECTS

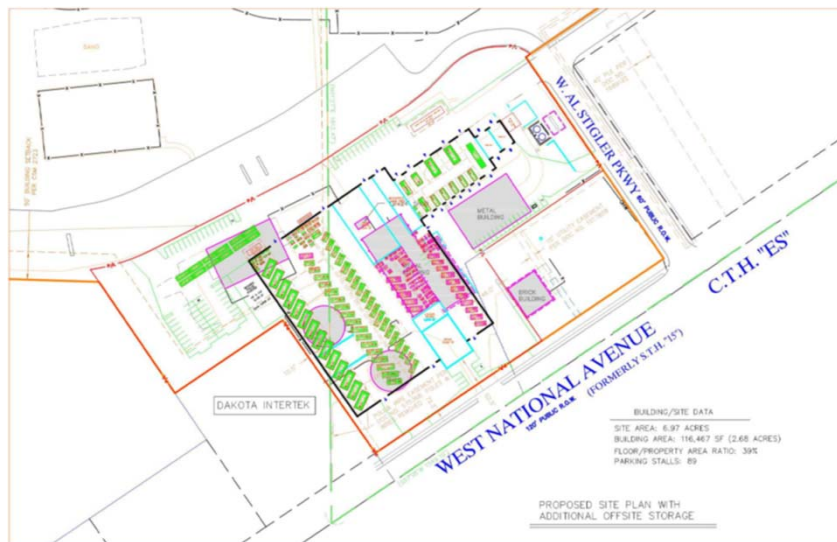
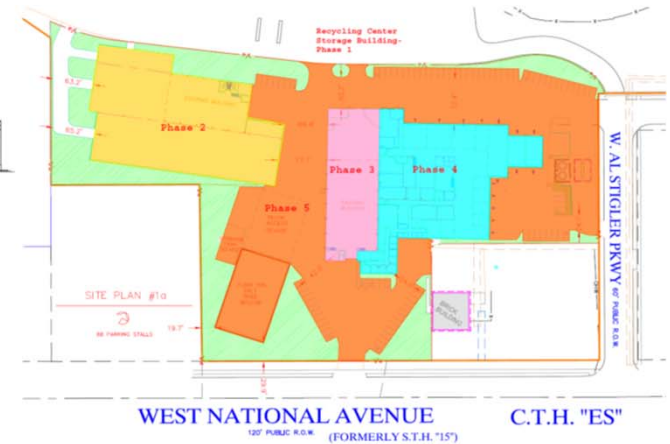
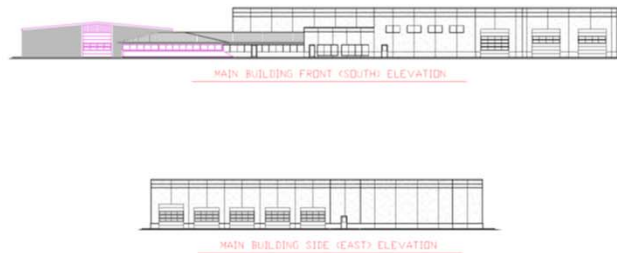
Malone Park Playground

- Listed as one of the top 20 favorite Parks & Playgrounds in the Milwaukee area for multiple years
milwaukee.com
- Playground completed in 2016



RENOVATIONS AND REHAB STUDIES

HICKORY GROVE | COMMUNITY CENTER | DPW CAMPUS CONSOLIDATION

[illegible]

RENOVATIONS AND REHAB STUDIES

HICKORY GROVE

CONCEPT
DRAFT



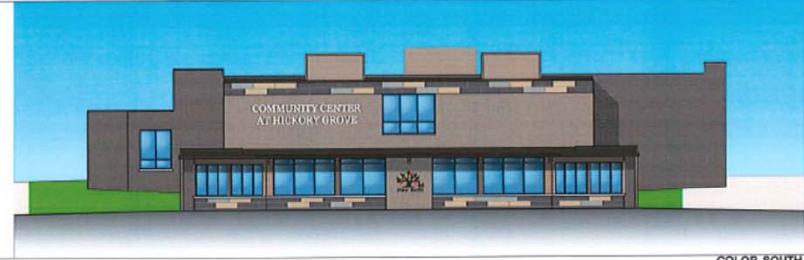
COLOR EAST ELEVATION
SCALE 1/8" = 1'-0"

4



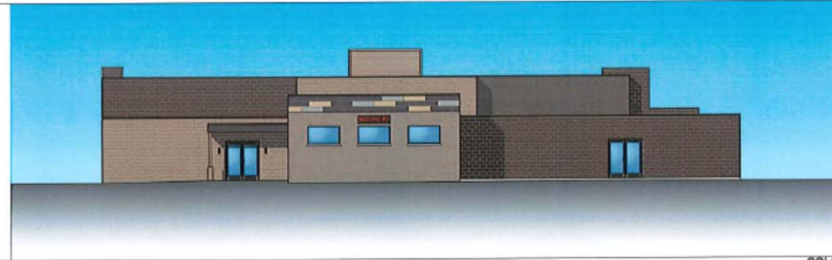
COLOR WEST ELEVATION
SCALE 1/8" = 1'-0"

3



COLOR SOUTH ELEVATION
SCALE 1/8" = 1'-0"

2



COLOR NORTH ELEVATION
SCALE 1/8" = 1'-0"

1

NOT USED

5

NOT FOR CONSTRUCTION

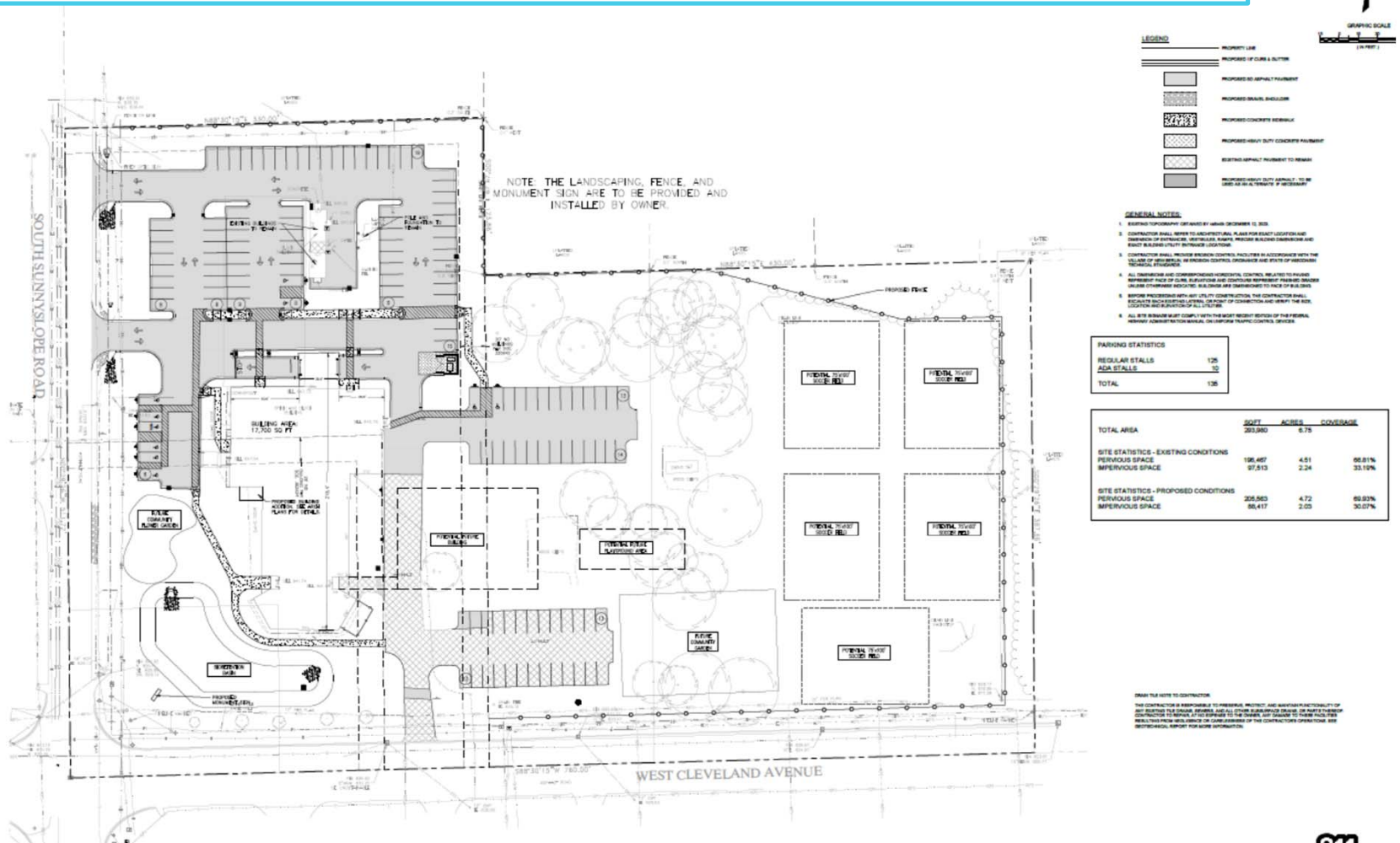
PRELIMINARY -
FOR ESTIMATING AND REVIEW ONLY

DO NOT SCALE THESE DRAWINGS

RENOVATIONS AND REHAB STUDIES

HICKORY GROVE

SITE PLAN CONCEPT - DRAFT



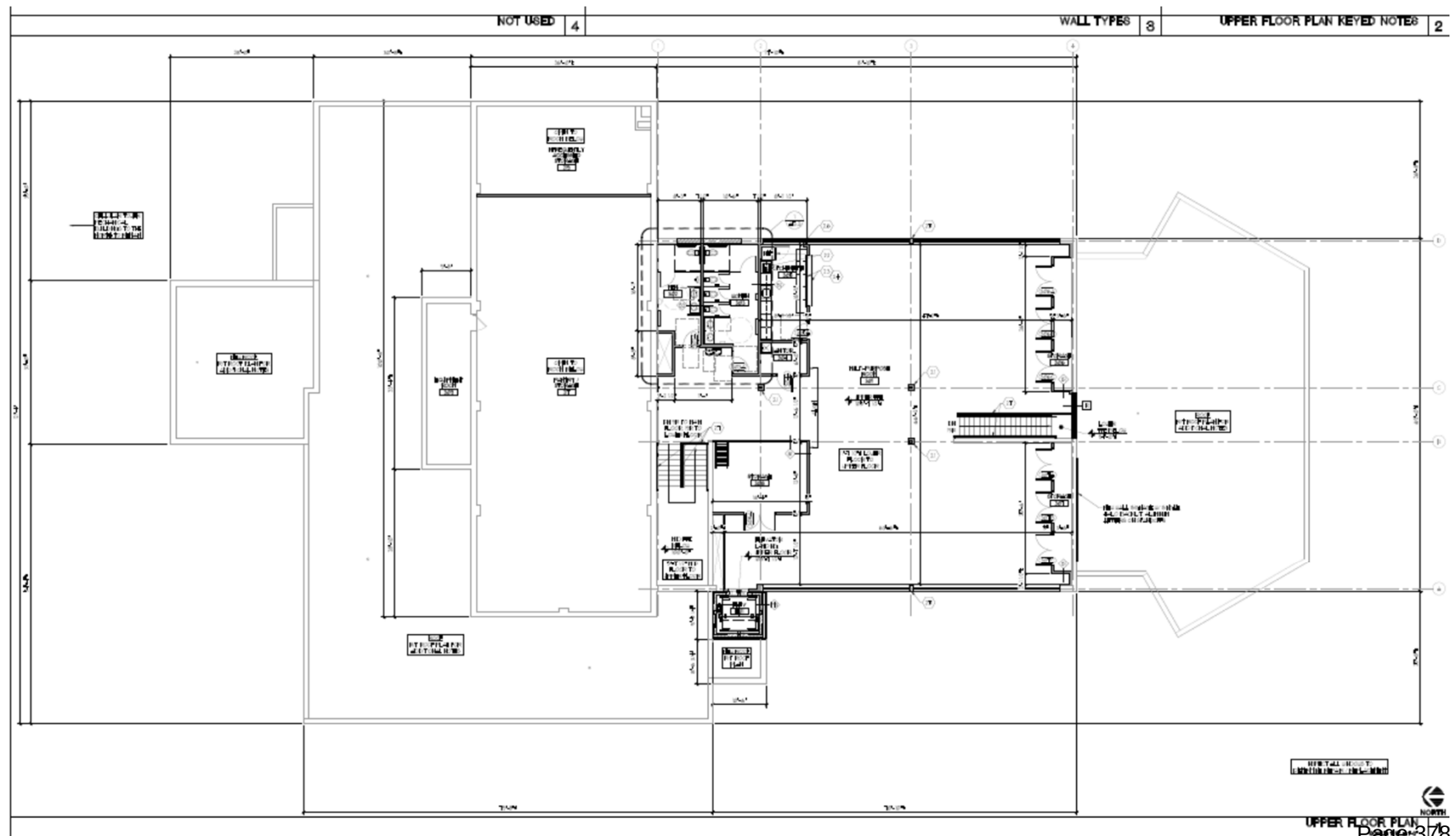
LOWER & MD FLOOR PLAN CONCEPT - DRAFT



RENOVATIONS AND REHAB STUDIES

HICKORY GROVE

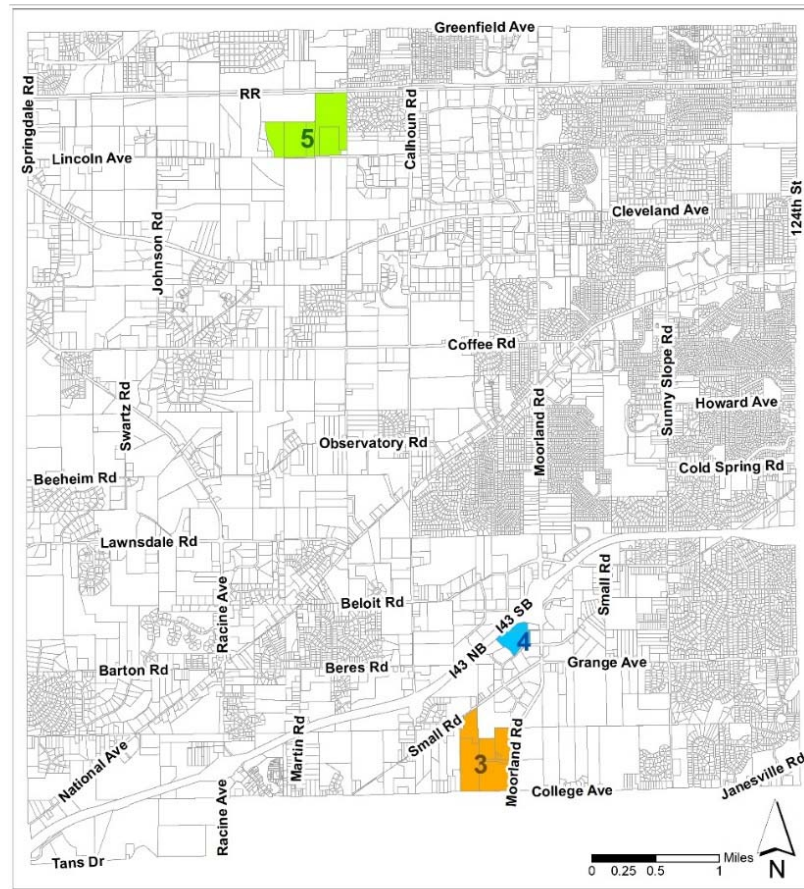
UPPER FLOOR PLAN CONCEPT - DRAFT



ACTIVE CITY TIDS

Active TIDs

February 2022



Legend

- Parcels
- Moorland Hospitality Group TID #4
- Briohn Small Road TID #3
- Lincoln Ave TID #5



The information and depictions herein have been produced using data available through photographic means by the City of New Berlin. The information and depictions herein are for informational purposes and the City of New Berlin specifically disclaims accuracy in this reproduction and specifically disclaims and advises that any and all depiction, measurements, distances depicted herein and as to which specific or precise accuracy is required should be determined by procurement of certified maps, surveys, plat, Flood Insurance Studies, or other official means.

2/3/2022 4:23:09 PM
Q:\TIF2\GIS\ACTIVE_TIF_202202.mxd

TID #: 3

- Created on February 13, 2018
- Base Value: **\$729,000**
- Added Incremental Value above Base Value (as of January 1, 2023): **~\$54,649,800**
- Projected Closure Date (based on current cash flow): **2032**
- **\$4,795,000** Total Expenditures.

TID #: 4

- Created on June 4, 2020
- Base Value: **\$13,234,500**
- Incremental value as of January 1, 2022 is \$2,010,800.
- Whether this district can support infrastructure or other costs will be dependent on development occurring.
- Project was established to support a new Hampton Inn Hotel, but the project has been put on hold.

TID #: 5

- Created on January 18, 2022
- Base Value: **\$1,213,470**
- *Initial “Projected” Incremental Value above Base Value **\$55 million at full build out. Second project estimated at \$9.5 million***
- Projected Closure Date (based on current cash flow): **2037**
- Projected Incremental Tax Revenue for Projects: **\$16,340,925 (\$6,150,000 of project costs identified in 2023 CIP.)**

WORK PLACE VISITS

- Horicon Bank (right)
- 1848 Coffee (below)
- LRS



ECONOMIC DEVELOPMENT WATCH NEWSLETTER



City of New
Berlin Calendar

New Berlin
News

Minutes &
Agendas

UNDER REVIEW



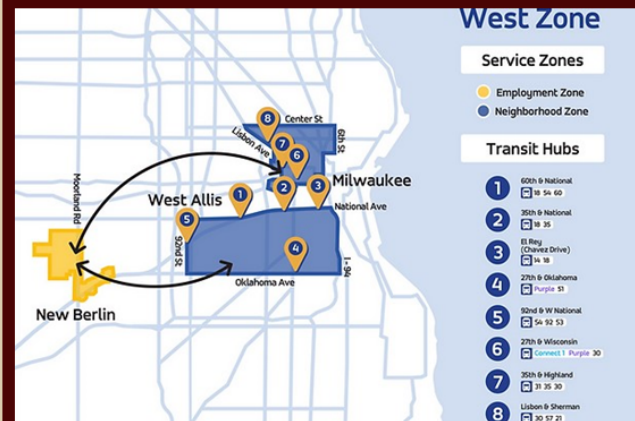
New Berlin Retail
Management
1401 S. Moorland Rd

A Planned Unit
Development request
has been submitted,
which would allow for
commercial
development. A public
hearing was held on this
item at the October Plan
Commission meeting,
with anticipated action
in November.

2024 FARMERS MARKET

If you're interested in being a vendor for the 2024 season, please send an email to office@newberlinchamber.org for all of the details, costs, and requirements to participate. Be sure to include your contact information as well as what items you would be selling.

FLEXRIDE MILWAUKEE



Beginning in October, FlexRide Milwaukee began service to New Berlin. FlexRiders can travel to/from anywhere in the Neighborhood Zone to/from anywhere in the Employment Zone with one low fare. That ride is free if you are riding between Employment Zones and designated Transit Hubs.

More information can be found at www.flexridemke.com



TOURISM COMMISSION

Stay LOCAL



Holiday Inn Express
15451 W. Beloit Road
(262) 787-0700



La Quinta Inn & Suites
15300 W. Rock Ridge Road
(262) 717-0900

BOOK NOW

www.enjoynewberlin.com/hotels



Welcome TO NEW BERLIN!

Enjoy New Berlin is the City of New Berlin's Official Tourism Entity
We work in conjunction with the City's Tourism Commission to oversee tourism promotion and development. We want everyone who lives, works, plays, and visits New Berlin, to
Enjoy New Berlin!



OUR HOTELS

HOLIDAY INN EXPRESS & SUITES
&
LA QUINTA INN & SUITES



HOLIDAY INN EXPRESS & SUITES
15451 BELOIT ROAD
262-787-0700



LA QUINTA INN & SUITES
15300 ROCK RIDGE ROAD
262-717-0900

2024
UPCOMING
EVENTS



NEW BERLIN RECREATION DEPARTMENT
WINTERFEST
January 6, 2024



CITY OF NEW BERLIN
OZONE OPENING
February 24, 2024



NEW BERLIN CHAMBER OF COMMERCE
DISCOVER NEW BERLIN
April 27, 2024



NEW BERLIN CHAMBER OF COMMERCE
FARMERS MARKET
Saturdays / May-October



NEW BERLIN POLICE DEPARTMENT
SAFETY SATURDAY
May 18, 2024



CITY OF NEW BERLIN
JULY OF JULY FESTIVAL
July 3-5, 2024



NEW BERLIN HISTORICAL SOCIETY
APPLEFEST
October 12, 2024



NEW BERLIN RECREATION DEPARTMENT
FALL & RECREATION FEST
Open Year-Round



FOR MORE UPCOMING
EVENTS & ACTIVITIES!
ENJOY OUR MONTHLY EVENT CALENDAR!
ENJOYNEWBERLIN.COM



WE WANT TO PROMOTE You!

Enjoy New Berlin is the City of New Berlin's Official Tourism Entity
We work in conjunction with the City's Tourism Commission to oversee tourism promotion and development. We want everyone who lives, works, plays, and visits New Berlin, to
Enjoy New Berlin!

HELPING YOU -

We are happy to promote your events, activities, and specials on our social media pages, website, and monthly event calendar! Please email us the information you'd like us to share or simply submit it on our website!

HELPING THE COMMUNITY -

Our mission is to **promote local businesses and events that in return generate hotel stays and support the local hotels, community, businesses, and organizations.**



OUR HOTELS



HOLIDAY INN EXPRESS & SUITES
15451 BELOIT ROAD
262-787-0700

HOLIDAY INN EXPRESS & SUITES
&
LA QUINTA INN & SUITES

Every overnight stay at a New Berlin hotel generates hotel tax that is passed to the community. The tax is then used to promote events and activities, that in return produce overnight stays. Next time you have employees, guests, or friends in town, please encourage them to stay local at one of our hotels!



LA QUINTA INN & SUITES
15300 ROCK RIDGE ROAD
262-717-0900

CONTACT US



Kelly Wall
tourism@newberlin.org
262-797-2445



Visit Our Website
Events can be submitted directly to us at
enjoynewberlin.com
Facebook & Instagram
Send us a message!



FOLLOW US
ENJOYNEWBERLIN.COM



ENJOYNEWBERLIN.COM

NEW RESIDENT HANDOUT

BUSINESS HANDOUT



THE ENJOY NEW BERLIN FOCUS



HOTELS



BUSINESSES



ORGANIZATIONS



OUR FOCUS

OUR FOCUS IS TO **PROMOTE LOCAL BUSINESSES** AND **EVENTS** THAT IN RETURN **GENERATE HOTEL STAYS** AND SUPPORT THE **LOCAL HOTELS, COMMUNITY, BUSINESSES, AND ORGANIZATIONS.**



A.R.C.



COMMUNITY



CITY

The logo for 'Enjoy New Berlin' features the word 'Enjoy' in a white, cursive script font, with 'NEW BERLIN' in a smaller, white, sans-serif font below it. The text is enclosed within a white circular border on a dark blue background.[illegible][illegible]

**La Quinta Inn
& Suites**
262-717-0900

**LOCAL BUSINESSES AND
ORGANIZATIONS ARE WELCOME TO
SUBMIT EVENTS – VIA EMAIL, FACEBOOK,
INSTAGRAM OR ON
ENJOYNEWBERLIN.COM**



2023 YEAR IN REVIEW

EVENTS



DISCOVER NEW BERLIN

*New Berlin Chamber of
Commerce and Visitors
Bureau*



SAFETY SATURDAY

*City of New Berlin &
New Berlin Police
Department*



OKTOBERFEST & ROOT BIER GARDEN, BOOS AND BREWS

*New Berlin Public Library /
Malone Park*

COMMUNITY EFFORTS



COMMUNITY EVENTS

*New Berlin Recreation Dept. &
New Berlin Public Library*

**PROMOTION AND
ADVERTISING ALONG WITH
SUPPLIES FOR
OKTOBERFEST, AND
WINTERFEST.**



NEW BERLIN A.R.C.

New Berlin Recreation Dept.

**PROMOTION AND
ADVERTISING OF THE ARC,
GIVEAWAYS AT
THE GRAND
OPENING**



ROOM TAX GRANTS

*Citywide / Non-Profit
Organizations*

**GRANTS TO LOCAL
NON-PROFITS FOR EVENTS
THAT GENERATE OVERNIGHT
HOTEL STAYS AT NEW
BERLIN HOTELS**



TOURISM COMMISSION

PARTNERSHIPS WITH THE NEW BERLIN PUBLIC LIBRARY & NEW BERLIN RECREATION DEPARTMENT



We hope you'll stick around a little longer & *Enjoy* New Berlin!

Holiday Inn Express & Suites
15451 Beloit Road
New Berlin, WI 53151
262-787-0700

La Quinta Inn & Suites
15300 Rock Ridge Road
New Berlin, WI 53151
262-717-0900

Stay close to the fun at one of our New Berlin hotels!

Welcome TO NEW BERLIN !

Enjoy New Berlin is the City of New Berlin's Official Tourism Entity
We work in conjunction with the City's Tourism Commission to oversee tourism promotion and development. We want everyone who lives, works, plays, and visits New Berlin, to *Enjoy* New Berlin!

OUR HOTELS

HOLIDAY INN EXPRESS & SUITES
LA QUINTA INN & SUITES
Every overnight stay at a New Berlin hotel generates hotel tax that is passed to the community. The tax is then used to promote events and activities, that in return produce overnight stays. Next time you have family or friends in town, please encourage them to stay local at one of our hotels!

HOLIDAY INN EXPRESS & SUITES
15451 BELOIT ROAD
262-787-0700

LA QUINTA INN & SUITES
15300 ROCK RIDGE ROAD
262-717-0900

UPCOMING EVENTS

NEW BERLIN CHAMBER OF COMMERCE
Summer / May-October

NEW BERLIN POLICE DEPARTMENT
Summer / May 18, 2024

CITY OF NEW BERLIN
Summer / July 3-5, 2024

NEW BERLIN HISTORICAL SOCIETY
Autumn / October 13, 2024

NEW BERLIN RECREATION
Summer / Open Year-Round

EVENT CALENDAR

Check out our monthly event calendar for events and activities, year-round!
Visit our website at enjoynewberlin.com to view the calendar or check out our Facebook/Instagram pages!

FOLLOW US
FOR MORE UPCOMING EVENTS & ACTIVITIES!
ENJOY OUR MONTHLY EVENT CALENDAR!
ENJOYNEWBERLIN.COM





TOURISM COMMISSION

Stay LOCAL



Holiday Inn Express
15451 W. Beloit Road
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LaQuinta Inn & Suites
15300 W. Rock Ridge Road
(262) 717-0900

BOOK NOW

www.enjoynewberlin.com/hotels

NEW BERLIN SAFETY SATURDAY
A Health and Wellness Event
Attractions: Inflatable Rides,
DJ-Kids Are People Too-Free Raffle Prizes,
Free bike helmets (while supplies last),
Life Jacket Giveaway/Fitting (reservation
required),
Free Sprocket Soda (while supplies last),
Flight for Life (11am-1pm-contingent upon
weather/Event deployment),
and much more...

Saturday, May 20th, 2023
9:00AM to 1:00 PM

CHILDREN'S WI - NEW BERLIN CLINIC AT 4855 S. MOORLAND ROAD
Free parking available next door at the Froedtert Moorland Reserve Health Center.

Presented by the New Berlin Safety Saturday Committee &
the New Berlin Public Safety Departments

MARCH IS HERE!
MARCH IN NEW BERLIN

Event	Location	Time
St. Patrick's Day Parade	City Center	11:00 AM
St. Patrick's Day Dinner	St. Patrick's Church	5:00 PM
St. Patrick's Day Dance	St. Patrick's Church	7:00 PM
St. Patrick's Day Concert	St. Patrick's Church	8:00 PM
St. Patrick's Day Festival	St. Patrick's Church	9:00 AM - 5:00 PM
St. Patrick's Day Race	St. Patrick's Church	10:00 AM
St. Patrick's Day Quiz	St. Patrick's Church	11:00 AM
St. Patrick's Day Trivia	St. Patrick's Church	12:00 PM
St. Patrick's Day Bingo	St. Patrick's Church	1:00 PM
St. Patrick's Day Raffle	St. Patrick's Church	2:00 PM
St. Patrick's Day Silent Auction	St. Patrick's Church	3:00 PM
St. Patrick's Day Live Auction	St. Patrick's Church	4:00 PM
St. Patrick's Day Dinner	St. Patrick's Church	5:00 PM
St. Patrick's Day Dance	St. Patrick's Church	7:00 PM
St. Patrick's Day Concert	St. Patrick's Church	8:00 PM
St. Patrick's Day Festival	St. Patrick's Church	9:00 AM - 5:00 PM
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St. Patrick's Day Trivia	St. Patrick's Church	12:00 PM
St. Patrick's Day Bingo	St. Patrick's Church	1:00 PM
St. Patrick's Day Raffle	St. Patrick's Church	2:00 PM
St. Patrick's Day Silent Auction	St. Patrick's Church	3:00 PM
St. Patrick's Day Live Auction	St. Patrick's Church	4:00 PM

FOR MORE EVENTS AND ACTIVITIES, VISIT:
ENJOYNEWBERLIN.COM

Enjoy NEW BERLIN'S
GUIDE TO THE
BEST SLED SPOTS
IN NEW BERLIN

CALHOUN PARK
3400 S. CALHOUN ROAD

MINOOKA COUNTY PARK
1927 SUNSET DRIVE

VALLEY VIEW PARK
5100 S. SMALL ROAD

GATEWOOD PARK
14201 W. KOSTNER LANE

enjoynewberlin.com

UPDATE
A.R.C. PHASE II

www.enjoynewberlin.com

The Official
WISCONSIN
SNOW REPORT

For the most up-to-date snow reports,
check out the Wisconsin Snow Report at
enjoynewberlin.com

CONGRATS TO COUSINS
EST. 1972
SUBS

CONGRATS TO
MAKING IT BETTER
FOUNDATION

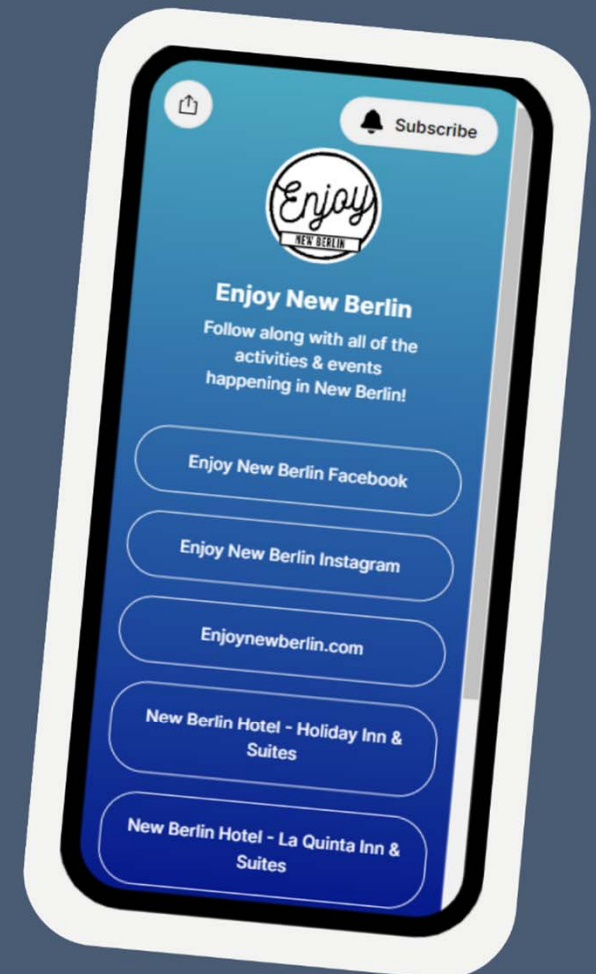
CONGRATS TO
Moorland Road
Golf Center

CONGRATS TO
TOBIN
JEWELERS
THIRD GENERATION JEWELERS



FOLLOW US & PROMOTE US!

IF YOU HAVEN'T DONE SO
ALREADY, PLEASE BE SURE
TO FOLLOW US ON
FACEBOOK AND INSTAGRAM!



INSPECTION SERVICES

- Issuance of Building Permits
- Field Inspections
- Development & Plan Review
- Enforces the Commercial Building Code, the Uniform Dwelling Code, Wisconsin Plumbing Code, other various Wisconsin statutes under Ch. 101, and the National Electrical Code
- Zoning Code Violation and Enforcement

INSPECTION SERVICES

2023 PERMITS ISSUED

ELECTRIC PERMITS	189
PLUMBING PERMITS	395
COMMERCIAL BUILDING (INCLUDING NEW, ADDITIONS & ALTERATIONS)	56
RESIDENTIAL BUILDING (INCLUDING NEW, ADDITIONS & ALTERATIONS)	566
HVAC	592
TOTAL	1,798

INSPECTION SERVICES

2023 INSPECTIONS PERFORMED

BUILDING	2,503
ELECTRIC	2,291
PLUMBING	1,310
TOTAL	6,104

INSPECTION SERVICES

2023 EARLY MORNING INSPECTIONS PERFORMED (7AM)

JUNE	57
JULY	68
AUGUST	56
SEPTEMBER	64
TOTAL	245

INSPECTION SERVICES

2024 WELL RENEWAL

- 523 wells x \$87.00 permit fees = \$45,500 anticipated permit fees
- Letters were sent out March 4, 2024 for an August 30, 2024 due date

FIRE INSPECTIONS FOR RE-OCCUPANCY PERMITS

- The primary objective is to improve communication both internally amongst staff but the applicant as well, create a more predictable timeline for permit turnaround.
- This improves customer service, reduces and/or completely eliminates duplication of effort between inspectors, and ensures inspection results are entered into Munis immediately.
- This modification to current procedures will eliminate the need for an applicant having to call a separate department to coordinate inspection times, inspections results will be entered into Munis and available to the applicant & staff “same day.”
- DCD already has two in-house inspectors certified to conduct these inspections and the same inspector then can do both the building & fire inspections enhancing continuity of communication with staff & the applicant, and eliminates the need to call separate departments.
- Initially, this is for re-occupancy permits but joint plan review is underway to mutually train staff so that additional permit types can be added over the coming months.

CITY OF NEW BERLIN FIRE DEPARTMENT • FIRE INSPECTION REPORT

16300 W. National Ave. New Berlin, WI 53151 • Phone: 262-785-6120 • Fax: 262-785-6130 • www.newberlin.org

Occupancy: _____ File #: _____

Address: _____ Inspection Date: _____

Violations requiring corrective action are marked below. Key: (M)-Municipal Ordinance (S)-State Code (N)-National Fire Protection Association Code/Standard Wisconsin DPSPS 314 adopts NFPA 1 (subject to modifications). Any NFPA 1 code reference below is preceded by DPSPS 314.

1. GENERAL PRECAUTIONS AGAINST FIRE

- [101] _____ Regulate/remove dangerous condition. (M) 124-8(A)
- [102] _____ Regulate/remove unsafe structure or equipment. (M) 124-8(A)
- [103] _____ Building safety violation. (M) 124-8
- [104] _____ General cleanliness/sanitary accumulation. (M) 124-8
- [105] _____ Separate engine or Fuel Oil tank, 20 ft. or less walls. (M) 51.4.3.2
- [106] _____ One cylinder shall be secured from falling. (M) 103.5.1.3.4
- [107] _____ One cylinder shall be secured with a chain. (M) 103.5.1.3.4
- [108] _____ Inspect any warning condition. (M) 119.3.3
- [109] _____ Smoking prohibited, post "No Smoking" signs. (M) 103-126.3
- [110] _____ Noncombustible gas traps required. (M) 119.8.2.3
- [111] _____ Materials extinguished. (M) 201.141.1
- [112] _____ Proper removal and disposal of hazardous material. (M) 304.10.2
- [113] _____ Interior debris/debris/cleanings. (M) 101.8.1

2. MEANS OF EGRESS

- [201] _____ Blocked or obstructed means of egress. (M) 101.4.3.3.2
- [202] _____ Door tightly latched. (M) 114.3.2.1
- [203] _____ Addition of additional locked exits. (M) 114.3.2.1
- [204] _____ Exit door lock device secured. (M) 114.3.2.1
- [205] _____ Inspect exit door latch device. (M) 114.3.2.1
- [206] _____ Remove stairs beneath escape stairway. (M) 114.3.2.1
- [207] _____ Emergency lighting inspection. (M) 114.3.3

3. FIRE RESISTIVE CONSTRUCTION

- [301] _____ Fire door blocked or obstructed from closing. (M) 80.5.2.3.7.1
- [302] _____ Materials fire door hardware. (M) 80.5.2.3.5.2
- [303] _____ Fire door regular annual test. (M) 114.6.4.1
- [304] _____ Fire door inspection a visual evaluation. (M) 114.6.4.1

4. ELECTRICAL EQUIPMENT

- [401] _____ Repair defective electrical equipment. (M) 314.009
- [402] _____ Flexible cord utilization (other than listed below). (M) 70.40.8
- [403] _____ Flexible cord/power tap mislabeled. (M) 111.6.2
- [404] _____ Flexible cord use in personal wiring. (M) 111.6.2.6
- [405] _____ Flexible cord run through unenclosed wiring. (M) 70.40.8
- [406] _____ Flexible cord attached to building surface. (M) 111.7.2.5
- [407] _____ Protect flexible cord/power run from damage. (M) 111.6.3
- [408] _____ Improperly spliced conductors. (M) 70.40.8
- [409] _____ Insufficient clearance (minimum 30 in. around). (M) 70.118.2.6
- [410] _____ Improper grounding of a 3-wire ground. (M) 70.250.18
- [411] _____ Provide cover plate, exposed wires observed. (M) 70.314.25
- [412] _____ Cover opening(s) in breaker panel. (M) 70.118.12(A)

5. PORTABLE FIRE EXTINGUISHERS

- [501] _____ Insufficient annual maintenance observed. (M) 103.7.2.2.1
- [502] _____ Monthly extinguisher location. (M) 106.6.3.3.2
- [503] _____ Mount at proper height (5 ft. min., 4 in. max.). (M) 106.6.3.3.1
- [504] _____ Extinguisher label(s) that provided. (M) 116.2
- [505] _____ Obstructed access or obscured from view. (M) 106.6.3.3.1
- [506] _____ Extinguisher group in proper placement/charge. (M) 103.7.2.2
- [507] _____ Inspect and mixing for brands present. (M) 103.7.2.2.2
- [508] _____ Inspect and mixing for brands present. (M) 103.7.2.2

6. MULTI-FAMILY OCCUPANCIES

- [601] _____ Inspect use of basement or storage locker. (M) 103.15.4
- [602] _____ OSHA PPE violations. (M) 101.18.1
- [603] _____ Drive testing shall be tested & terminate outside. (M) 103.314.20(3)

16. INSPECTION SUMMARY

- [1601] _____ No Violations
- [1602] _____ No activity on alerts/tenant space
- [1603] _____ Under Construction
- [1604] _____ Violations observed - Inspections Provided
- [1605] _____ Violations observed - Corrections Made

7. AUTOMATIC FIRE SPRINKLER SYSTEMS

- [701] _____ Sprinkler inspection required. (M) 103.124-10(B)
- [702] _____ Control Indicative Valve (CIV) on NFPA 25 spot. (M) 25.4.1.4.1
- [703] _____ Backflow valve inspection observed. (M) 25.13.6.1
- [704] _____ Sprinkler system requires maintenance. (M) 103.124-10(B)(1)
- [705] _____ Fire department connection (FDC) violation. (M) 25.13.7
- [706] _____ Sprinkler coverage indicated (48 in.). (M) 103.15.5.3.1
- [707] _____ Complete sprinkler protection required per. (M) 12.4.1
- [708] _____ Sprinkler head(s) painted/interfered with. (M) 25.12.1.1
- [709] _____ Maintain sprinkler head clearance (18 in.). (M) 103.15.5.3.2
- [710] _____ Control valve observed. (M) 25.13.13.1
- [711] _____ Control valve blocked or obstructed. (M) 25.13.2.1
- [712] _____ Foreign object(s) hung from sprinkler piping. (M) 25.12.1.1
- [713] _____ Spare sprinkler heads & wrench required. (M) 25.14.4

8. HYDRANTS, STANDPIPES & HOSE SYSTEMS

- [801] _____ Fire hydrant blocked or obstructed. (M) 103.124-10(A)(9)
- [802] _____ Standpipe inspection required inspection. (M) 103.124-10(A)(9)
- [803] _____ Private hydrant requires maintenance. (M) 103.124-10(A)(9)
- [804] _____ Hosebox or fire hose obstructed from view. (M) 25.14.6.1.2
- [805] _____ Fire hose annual inspection required. (M) 25.14.6.1.2

9. FIRE ALARM & SUPPRESSION SYSTEMS

- [901] _____ Testing of system components required. (M) 72.14.4
- [902] _____ Keep records of testing. (M) 72.14.6.2.1
- [903] _____ Maintain system in operational condition. (M) 72.19.3.2
- [904] _____ Semi-annual test of non-water based system. (M) 71.13.1

18. FLAMMABLE & COMBUSTIBLE LIQUIDS

- [1801] _____ Leakage or spillage observed. (M) 30.10.3
- [1802] _____ Inspecter gasoline storage (quantity/condition). (M) 103.43.3
- [1803] _____ General ignition source prevention. (M) 30.5.5.1
- [1804] _____ Storage rack utilized. (M) 30.9.5
- [1805] _____ Can 1 liquid not allowed in basement. (M) 30.9.3.6
- [1806] _____ Outdoor storage equipment. (M) 30.9.1.5
- [1807] _____ LP cylinders shall be unattended per. (M) 50.8.2.1.3

REMARKS:

[1606] _____ THIS IS A CORRECTION ORDER REQUIRING COMPLIANCE.

You are hereby ordered to have the listed violations corrected

INSPECTION SERVICES

2023 CODE ENFORCEMENT

DOCUMENTED COMPLAINTS	75
REFERRALS FOR MUNICIPAL CITATIONS	11
ACTIVE CIRCUIT COURT ACTIONS	1

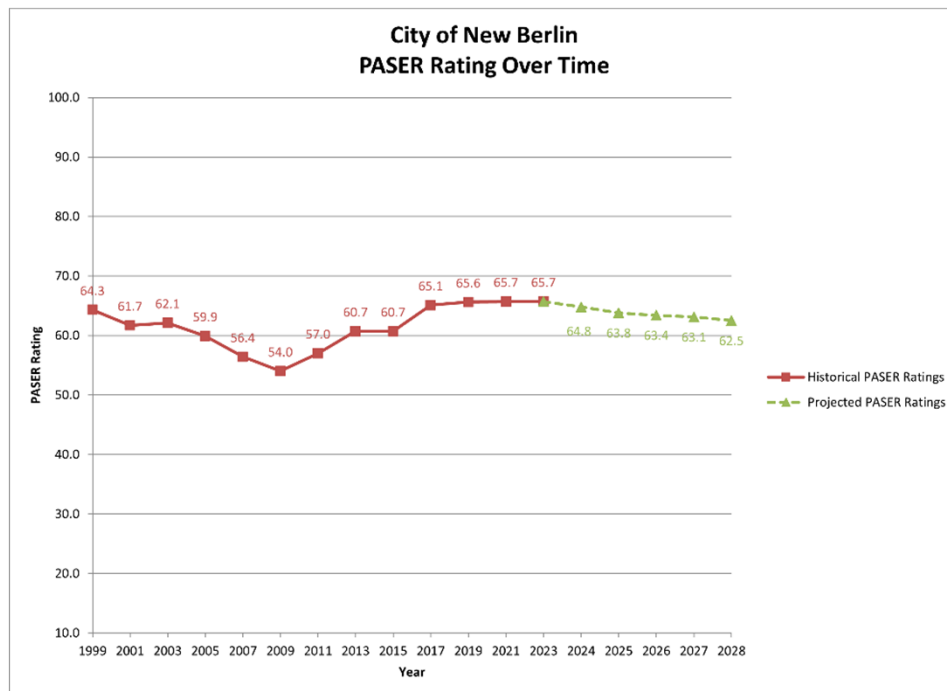
ENGINEERING

- Development & Building Permit Reviews
- Infrastructure Plan Reviews
- Construction Field Inspections
- Streets/Transportation
 - Roadway Reconstruction
 - Roadway Rehabilitation
 - Roadway Maintenance
 - Roadway Design
- New Berlin “*Infrastructure and Site Design Standards*” (Development Handbook)

ENGINEERING

ROADWAY REHABILITATION PROJECTS

- 2022: 5.3 miles of roadways
- 2023: 8.1 miles of roadways
- 2023 PASER rating was 65.7, the next PASER inspection will be completed in 2025



ENGINEERING

ROADWAY RECONSTRUCTION PROJECTS

- Reconstructed Small Road from Moorland Road to College Avenue
- Reconstructed Lincoln Avenue from Calhoun Road to ½ mile east of Johnson Road



Small Road



Lincoln Avenue

ENGINEERING

PEDESTRIAN LIGHTING

- In coordination with Waukesha County's Moorland Road Reconstruction Project, 5 new pedestrian lights are being installed along the east side of Moorland Road from National Avenue to Howard Avenue. Additionally existing pedestrian lights are being disconnected from private circuits and connected to the City's public circuit within the project area.



ENGINEERING

ROADWAY MAINTENANCE PROJECTS

- Crack Sealed 30 miles of roadways in 2023
- In coordination with the DPW, removed and replaced deteriorated concrete sidewalks



ENGINEERING

ROADWAY DESIGN PROJECTS



Grange Avenue

- Sunny Slope Road from Grange Avenue to College Avenue is being designed and is planned for reconstruction in 2026.
- Grange Avenue from 124th Street to Moorland Road is being designed and is planned for reconstruction in 2027.
- Preparing designs for additional Pedestrian Street Lights along National Avenue

ENGINEERING

2023 PERMITS & DEPOSITS

Driveway Approach Permits

- 124 permits issued & inspected

Curb and Ditch Deposits

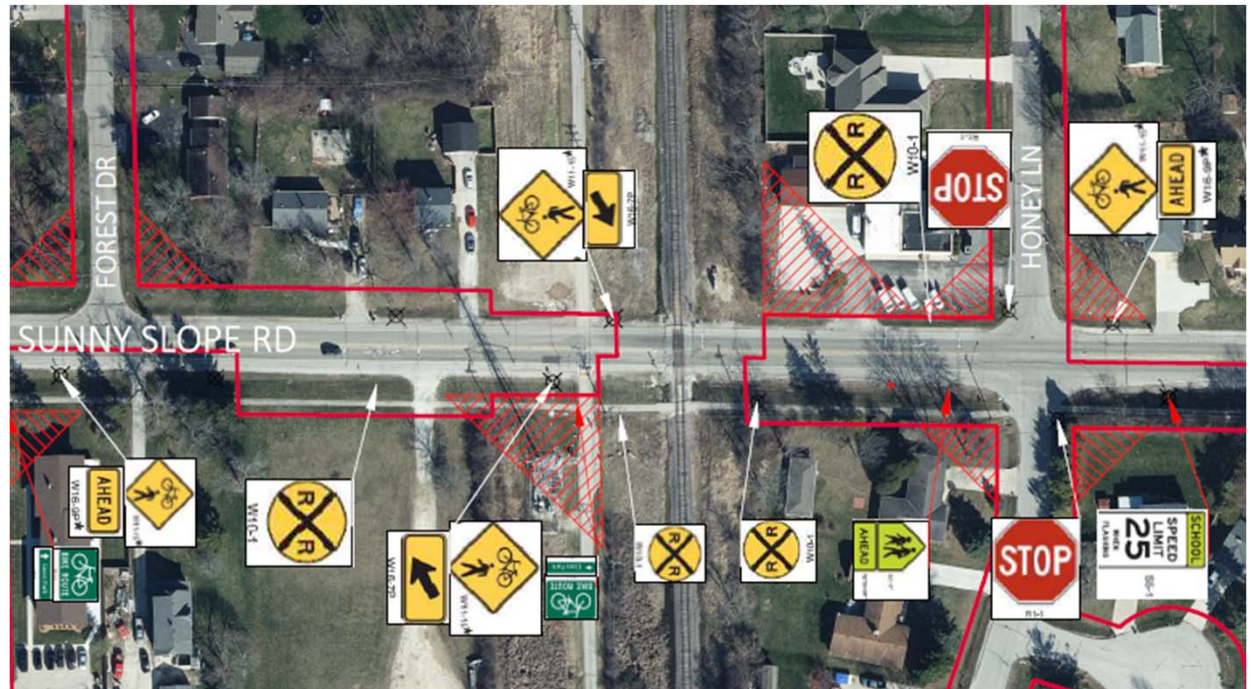
- 28 permits issued
- 34 permits returned



ENGINEERING

SAFETY COMMISSION

- Engineering serves as a representative of DCD on the Safety Commission which meets monthly
- Received 18 new agenda items in 2023, requiring 27 engineering studies
- Conducted 25 traffic counts and speed studies



ENGINEERING

WORK WITHIN THE RIGHT-OF-WAY PERMITS

- 170 permits in 2023



ENGINEERING

WAUKESHA COUNTY COORDINATION



- Moorland Road
 - 2023: Beloit Road to National Avenue
 - 2025: National Avenue to Cleveland Avenue
 - 2026: College Avenue to Grange Avenue
 - 2026: Cleveland Avenue to Greenfield Avenue

ENGINEERING

DEPARTMENT COLLABORATION



- Provided planning input and construction plan review, and site surveying in coordination with Planning, IT, and Recreation Departments
- Working with the Streets Department on Sidewalk repair and replacement
- Coordination with DPW on new sign and vegetation management within Right of Ways

ENGINEERING

PUBLIC INFRASTRUCTURE INSPECTION FOR PRIVATE DEVELOPMENTS

- Autumn Trace Subdivision
- Hilltop Drive Extension

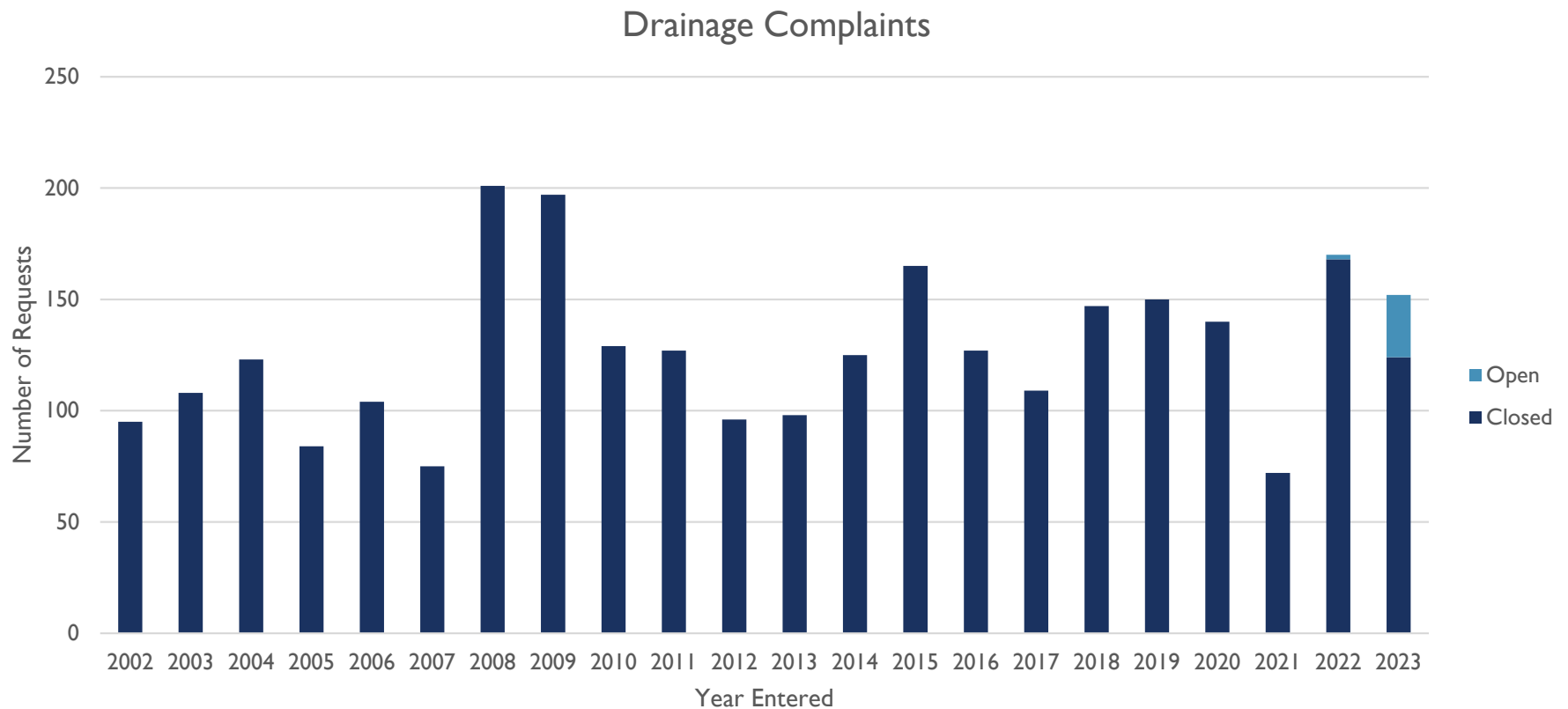


WATER RESOURCES MANAGEMENT UTILITY

- Development & Building Permit Plan Reviews
- Infrastructure Plan Reviews
- Construction Field Inspections
- Completes and coordinates research, design and engineering for various large-scale stormwater projects
- Assists the Engineering Services Division in coordinating roadway related stormwater improvements
- Tracks flooding and stormwater issues citywide
- Administers the City's *Wisconsin Pollutant Discharge Elimination System Permit* (WPDES) that regulates the quantity and quality of stormwater leaving the city, pollution prevention, illicit discharge screening, public education & outreach, construction site pollutant control & post-construction stormwater management and represents the City in the Clean Water Network

WATER RESOURCES MANAGEMENT UTILITY

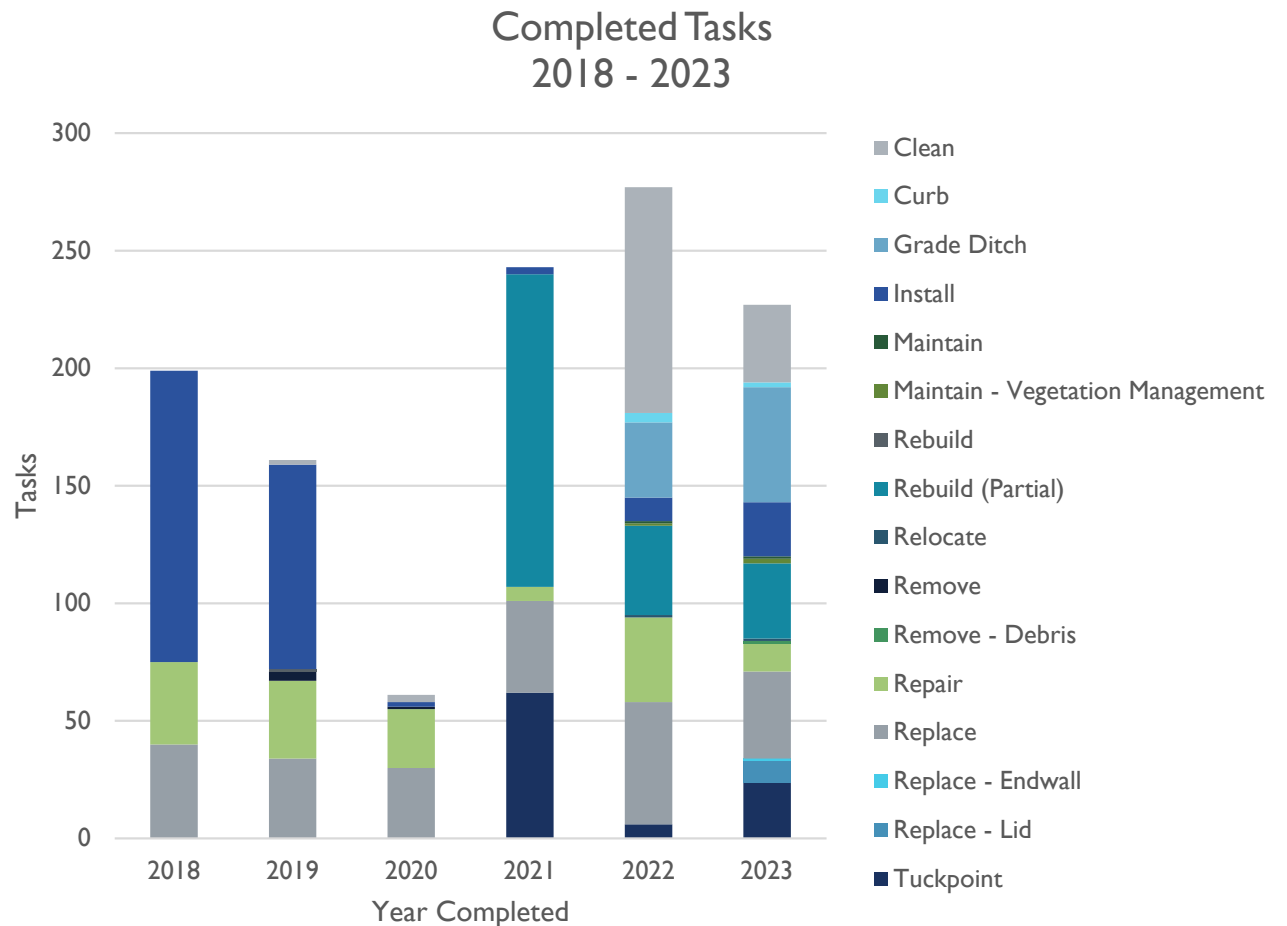
DRAINAGE COMPLAINT TRACKING

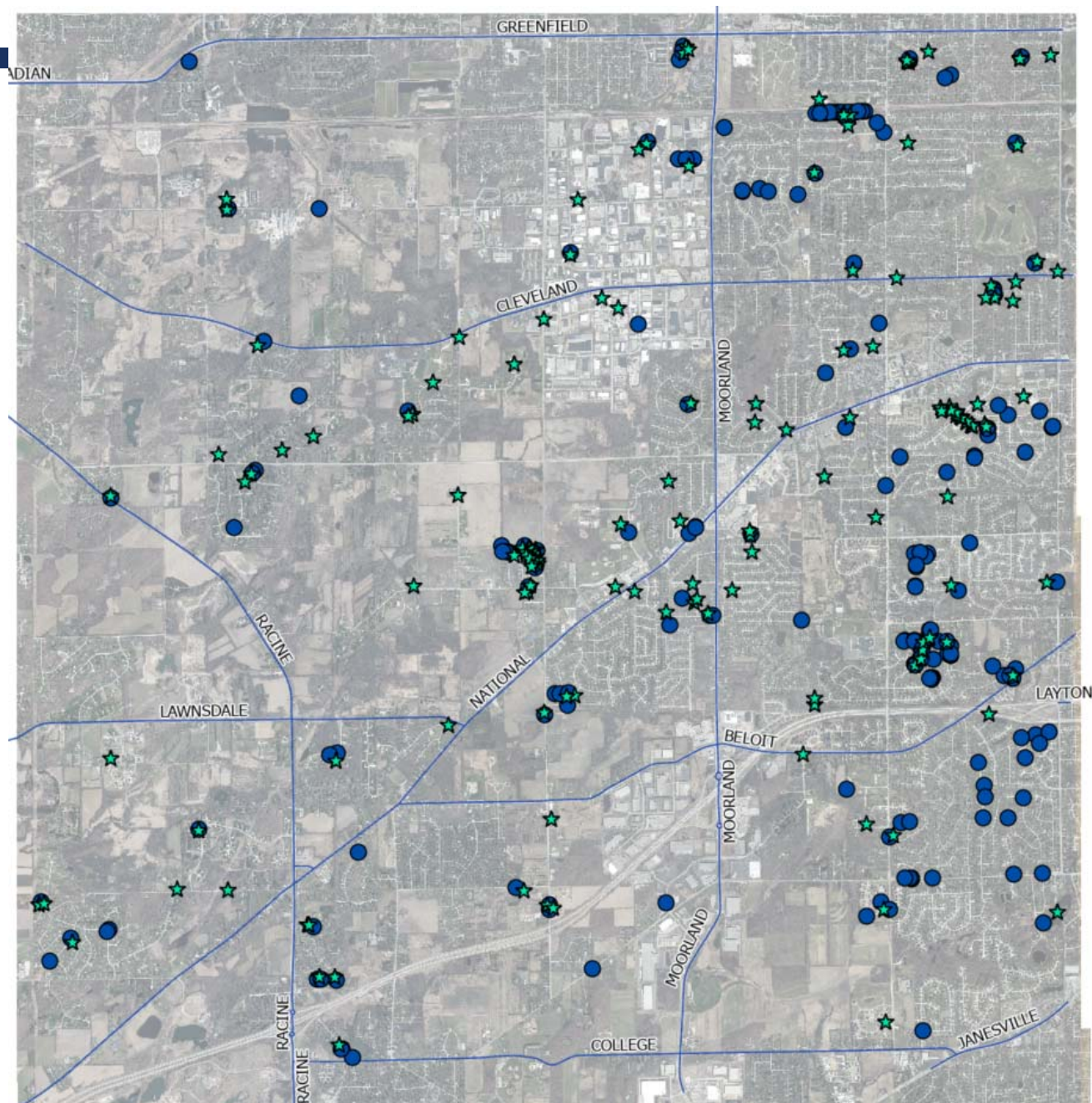


WATER RESOURCES MANAGEMENT UTILITY

STORM TASK TRACKING

Storm Task Tracking has been completed in Cartegraph for some time. With the updated system, we are now able to track ditching projects as well. We will be working on inputting the old work that was previously untracked into Cartegraph as well.





2023 Stormwater Activities

★ REQUESTS (152)

● TASKS (234)

EMERGENCY MANAGEMENT

ORGANIZATIONAL CHART

UNDER DCD, PER ORDINANCE # 2657 (APPROVED 1/25/22)

Elected
Leadership

Mayor and
Common
Council

Administration

Director of
Community
Development

Deputy Director
of Community
Development

Operations

Emergency
Management
Manager (P/T)

EMERGENCY MANAGEMENT

2023-24 PROJECTS

- Completed Continuity of Operations Plans for all City Departments (COOP)
- Completed two (2) COOP training events for all departmental COOP Leaders and established a COOP Unit Team
- Updated to the City's Emergency Management Plan
- Adopted Waukesha County Updated Hazard Mitigation Plan
- After Incident / Action Survey and Report (01/12 thru 01/15/2024 Snowstorm, Power Outages and Below Freezing Temps Incident)
- Continued COVID Monitoring
- Local Damage Assessment Training
- Create City Damage Assessment Teams
- CEMP & COOP "In-House" Training Sessions (some complete and some still being planned)
- Continue to provide update on social media
- Volunteer Resource Center (VRC) training with Waukesha County
- County / City EOC Exercise with PIO Emphasis (May 15th)

EMERGENCY MANAGEMENT

- Establish a Public Information Officer Office (PIO – Director of Community Development)
- Coordinate a new Communication Team made up of representatives from the Mayor's Office / Community Relations, Police, Fire and DCD / EM.
- Working to establish policies and protocols for press releases, social media updates to ensure coordination amongst departments and “subject matter experts” during events.
- EM “on-call” 24/7 and will respond to an event when requested to do so by PD and/or Fire. Also, continuously watching for weather events.

Draft Communications Team Structure

Incident Severity

Level 1	Large Scale Emergency Disaster, significant loss of life or property damage
Level 2	Single loss of life or significant property damage
Level 3	Normal day to day operations

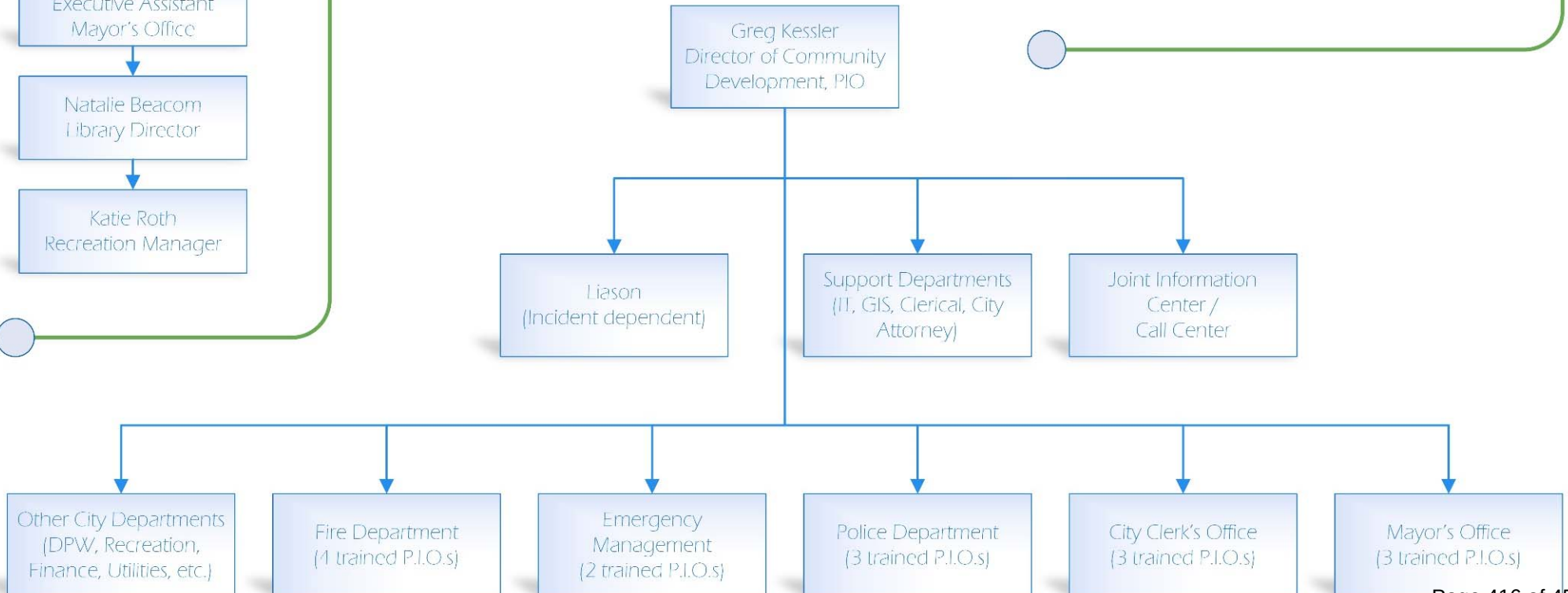
Succession Plan



Planning and Support Documents

Standard Operating Procedures
 Standard Templates (Incident dependent)
 Press Release
 Social Media
 Policies
 Talking points for interviews

Organizational Chart



EMERGENCY MANAGEMENT

- Storm Spotter Training
- Safety Saturday
- Discover New Berlin



GIS/LIS SERVICES

MISSION STATEMENT

To build, maintain and proactively support a comprehensive Enterprise GIS that promotes information sharing and the effective use of geospatial technology for the benefit of our partners, our customers and our community.

SIGNIFICANT ACHIEVEMENTS

- Updated all maps, including public property viewer, to work with new data format from Market Drive and Munis
- Expanded the use of FME to replace legacy scripts.
- Improved integration with the County for parcel-related data.
- Continued support of Cartegraph.
- Ongoing development of GIS applications for the Police Department.

GIS/LIS SERVICES

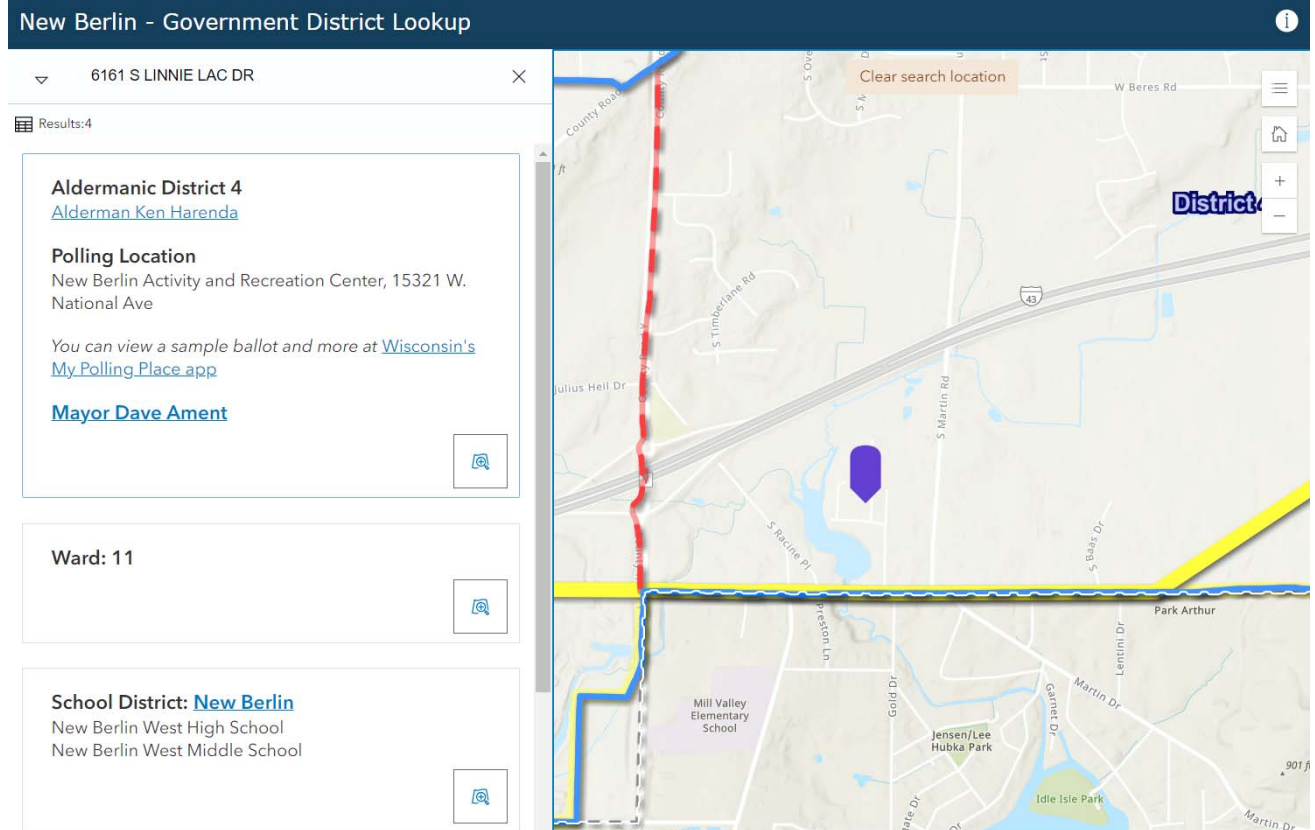
FUTURE PLANS AND GOALS

- Continue to develop an Enterprise GIS/LIS System
- Upgrade all public maps with better cartography and improve functionality on mobile devices.
- Expand use of Cartegraph Asset Management to go beyond tracking history and into planning and forecasting asset lifecycles
- Work in conjunction with the GIS/LIS User Group and Department Heads to determine a clear path and prioritized goals
- Continue department needs analysis to ensure we are provided the best service possible to all departments

GIS/LIS SERVICES

UPGRADES TO PUBLIC MAPS

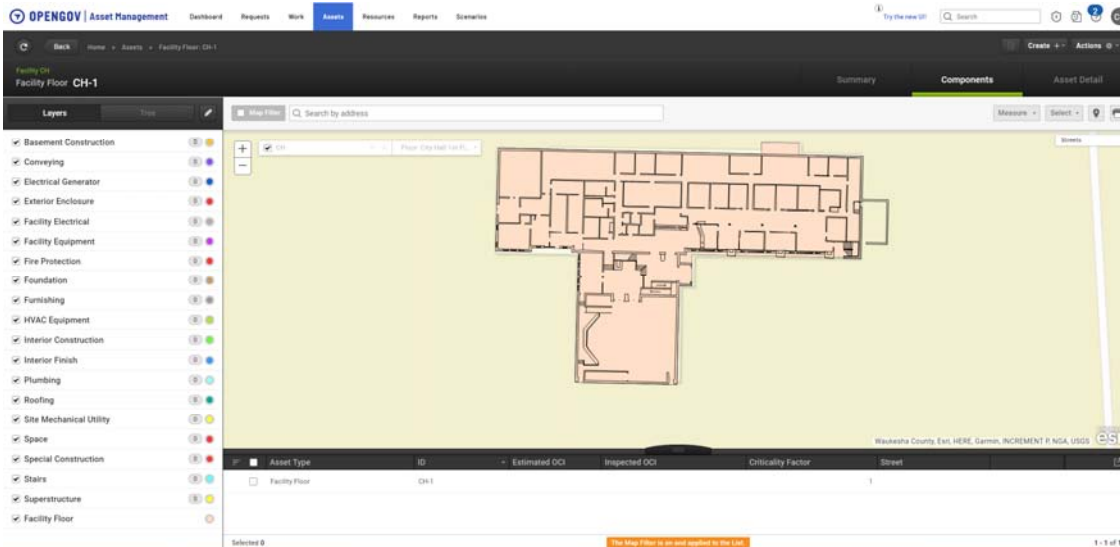
In 2024 GIS will complete the upgrade of public maps with new technology to provide better cartography and to improve functionality on mobile devices.



The Government District Lookup and the Child Safety Location maps on the City's website were completely redesigned in 2023 using new technology.

GIS/LIS SERVICES

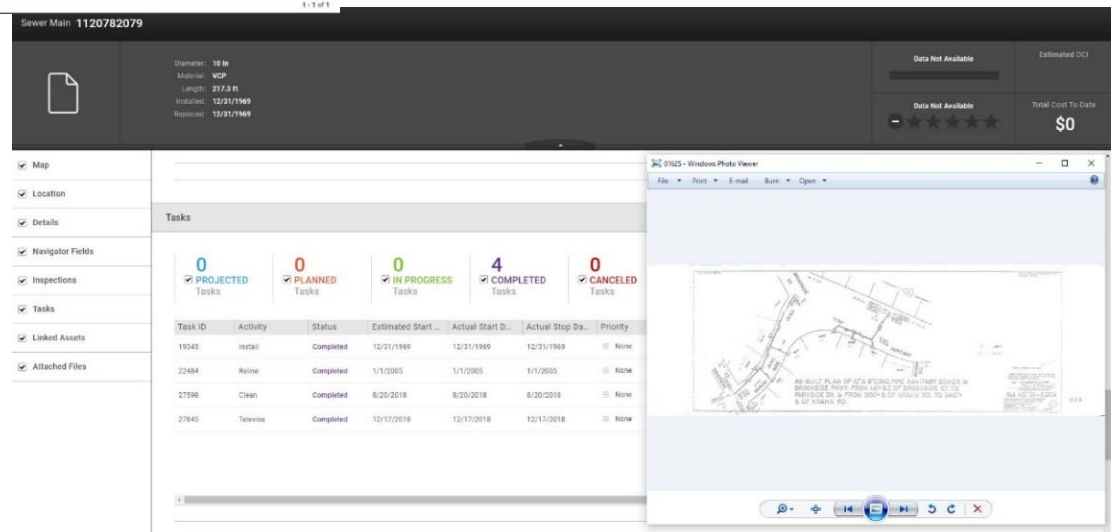
CARTEGRAPH ASSET MANAGEMENT



Maps in Cartegraph are supplied by our Enterprise GIS/LIS system. We maintain dozens of layers for almost every department in the City.

We continue to work with Emergency Management on the use of Cartegraph for calls for service during emergency events.

In 2024 we will be assisting Building Maintenance with the conversion to Cartegraph. We will also provide training and assistance in inventory collection, using bar codes and ipads, within the mobile application.

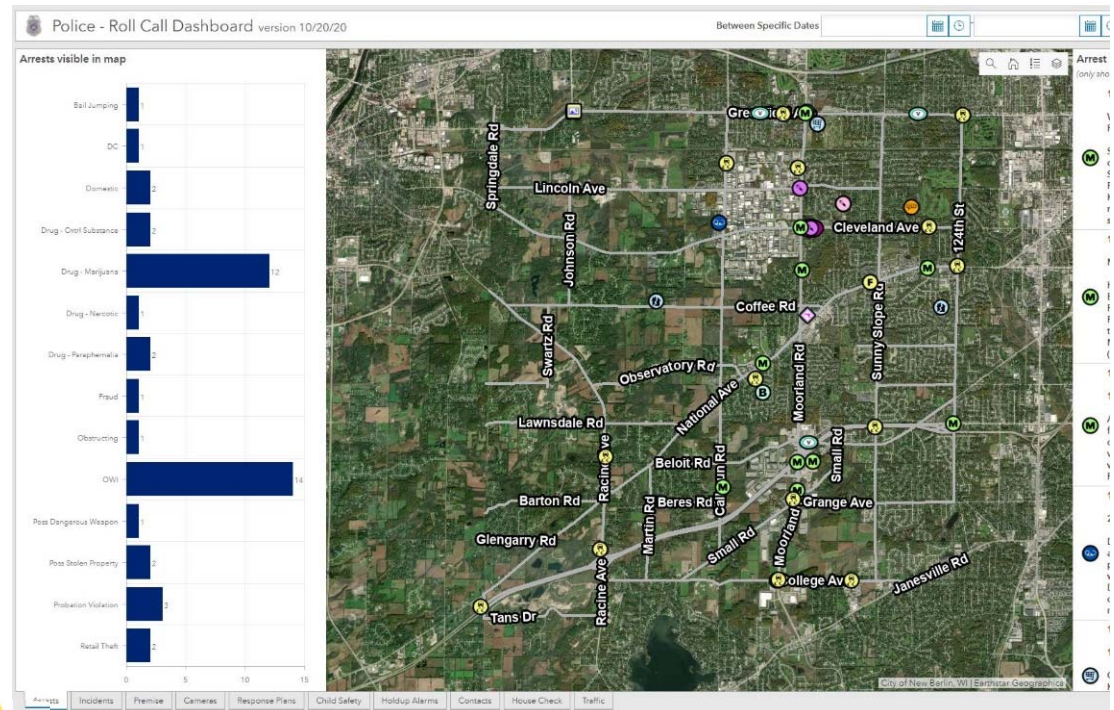


GIS/LIS SERVICES

POLICE DASHBOARD MAPS

The Police dashboards and applications continue to be refined and enhanced. This has increased situational awareness which has tremendously enhanced information sharing and ultimately, officer safety.

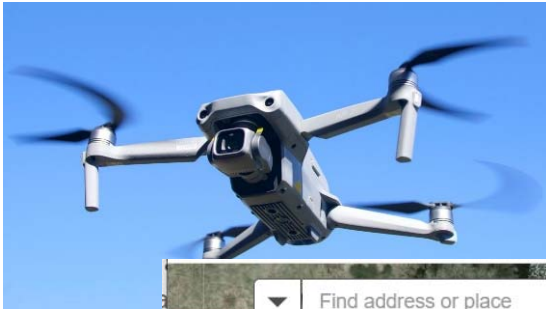
In 2024 we will be working with Police staff on improving the way they store community contacts and situational awareness information. This will require a re-design of several data layers. This will provide quicker access to data and remove redundancy.



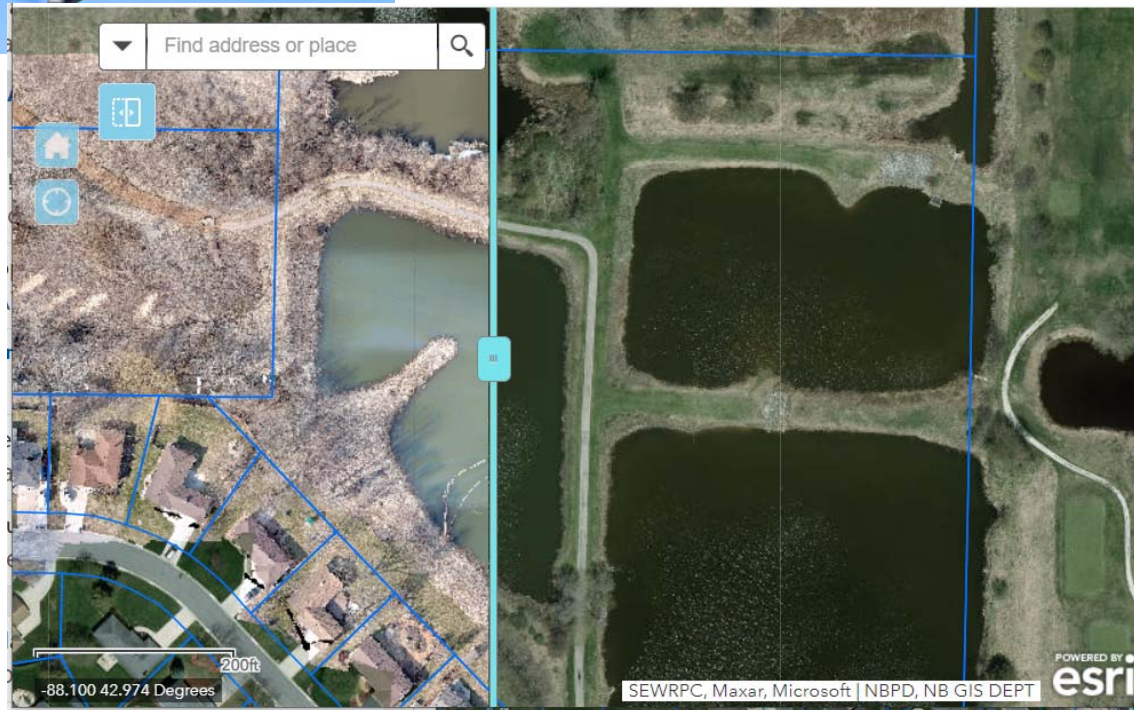
We have been contacted by other municipalities for information on our Police Dashboard Maps so they can design similar systems for their community. New Berlin is unique in the area for the type of support GIS offers to Public Safety as well as the initiatives taken by our officers that make this program possible.

GIS/LIS SERVICES

POLICE DRONE PROGRAM DEVELOPMENT AND SUPPORT



GIS continues to provide software support and GIS expertise for data collected from drone flights.



2023 Oil Spills

GIS created a map that changes with a slider bar to compare existing imagery with new imagery collected by drone flight.



RECREATION DIVISION

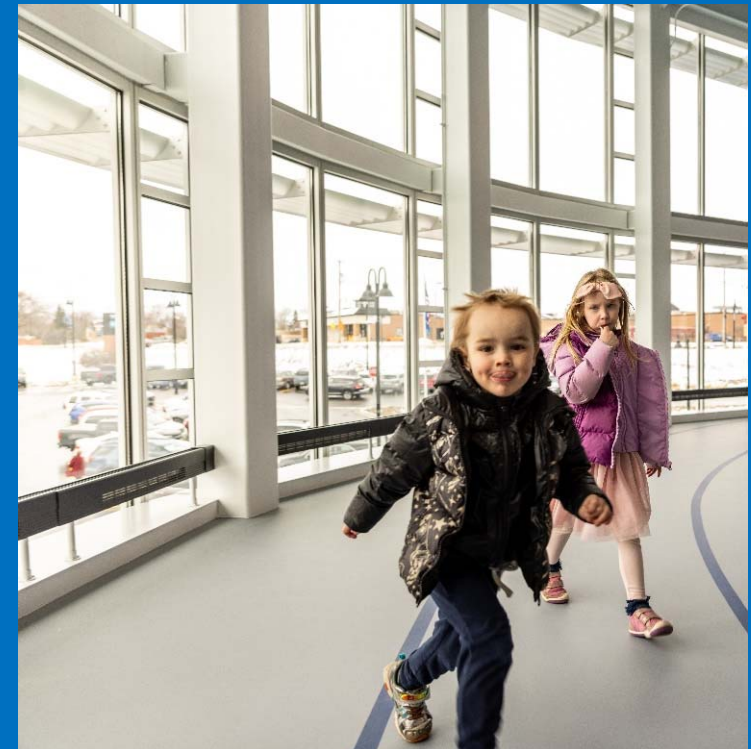
- 8 Full Time Staff & 2 Part Time Year Round Coordinators
 - Recreation Manager
 - Asst. Recreation Manager
 - (2) Recreation Specialists
 - (2) Recreation Coordinators
 - (2) Recreation Associates
 - Seniors Coordinator
 - 4th of July Coordinator
- Over 75 Part Time Seasonals
- 25 Volunteers (Pickleball, Safety Town, SNAP Poms)
- Over 30 Contracted Instructors





OUR PROGRAM CORE AREAS

- Adaptive and Inclusion
- Children, Youth, and Family
- Health and Wellness
- Seniors
- Special Events
- Special Interest
- Sports and Athletics
- Teens
- Volunteerism





OUR MISSION

Our mission is to enhance the quality of life in the City of New Berlin by providing affordable, inclusive, and high-quality recreational programming. We are committed to serving the community and offering programs and services that contribute to a thriving and fulfilling life for all residents and participants.



VALUE ON INVESTMENT

The Value on Investment (VOI) for our recreation division extends far beyond financial metrics. It encompasses the overall impact and benefits that the division provides to the community. Here are some key aspects of VOI for our Recreation Division:

- 1. Community Well-being:** The recreation division contributes to the physical, mental, and social well-being of residents. By offering a variety of programs and facilities, it promotes healthier lifestyles, reduces stress, and fosters social connections among community members.
- 2. Quality of Life:** A vibrant recreation division enhances the overall quality of life in the community. Accessible and diverse recreational opportunities contribute to a sense of belonging, pride, and satisfaction among residents.
- 3. Youth Development:** Recreation programs play a crucial role in the development of children and youth. They provide opportunities for skill-building, character development, leadership training, and positive social interaction, helping young people grow into productive and responsible citizens.
- 4. Social Inclusion:** The recreation division strives to be inclusive and accessible to all members of the community, regardless of age, ability, or background. By offering programs that cater to diverse interests and needs, it promotes social equity and fosters a sense of belonging for everyone.
- 5. Economic Impact:** A strong recreation division can have positive economic effects on the community. It attracts visitors, supports local businesses (such as sports equipment vendors or nearby eateries), and enhances property values by making the area more desirable to live in.'
- 6. Healthcare Cost Reduction:** By promoting active lifestyles and preventive health measures, recreation programs can help reduce healthcare costs associated with sedentary behavior and chronic diseases. This contributes to the overall health and vitality of the community.



REVENUE STREAMS

Diversifying revenue streams for our recreation division is essential for financial sustainability and flexibility.

1. **Programs and Classes:** We offer a variety of programs and classes that cater to different age groups, interests, and skill levels. These may include fitness classes, sports leagues, camps, arts and crafts workshops, cooking classes, and educational seminars.
2. **RecPASS and Memberships:** Our RecPASS memberships that grant access to our activity and recreation center to use our gym, walking track, fitness mezzanine, and playground!
3. **3RD Party Memberships:** Coming soon will be 3rd party health insurance memberships that will assist in members supplementing the cost of their membership introducing an additional revenue stream.
4. **Facility & Room Rentals:** Coming soon will be the ability to rent out the New Berlin ARC, but you can currently rent the New Berlin Community Center and City of New Berlin Park Shelters.
5. **Court Rentals:** Coming soon would be the ability to rent out the courts at the New Berlin ARC for Pickleball, Basketball or Volleyball!
6. **Tournaments and Events:** Coming soon would be the ability to host a tournament or event at the New Berlin ARC.
7. **Sports Camps and Clinics:** Coming soon would be additional sports camp and clinic options!
8. **Partnerships and Sponsorships:** We establish partnerships with local businesses, organizations, or schools to co-host events or programs. We seek sponsorships or donations from businesses in exchange for advertising opportunities or naming rights for facilities or programs.
9. **Concession Stand:** Coming soon would be the New Berlin ARC Concession Stand.



PHASE 2 ARC GRAND OPENING



- February 24th 2024
- Over 3,000 participants



RecPASS MEMBERSHIPS

- Starting selling RecPASS memberships February 2024
- To-Date sold over 392 RecPASSES for \$26,000 (21 Working Days)

JOIN NOW!

City of New Berlin

RECPASS

MEMBERSHIP AT THE ARC

AVAILABLE TO PURCHASE **FEBRUARY 5TH** & USE **FEBRUARY 26TH**

RecPASS is a membership that allows for unlimited visits to any drop-in programs at the New Berlin Activity and Recreation Center. Drop-in programs currently include the walking track, open gym, open pickleball, open volleyball, playground, and our cardio & strength equipment.

  			
Open Gym	Professional Equipment	Walking Track	Playground
Enjoy open gym hours including open pickleball, volleyball, and basketball	Enjoy easy to use cardio and strength equipment for more efficient workouts	Head over to the ARC during open hours and enjoy the walking track at your leisure	Enjoy the playground year-round with indoor and outdoor playgrounds

Scan the QR code for more information about the ARC or to view facility calendars:

PASSES FOR ALL! INDIVIDUAL PASSES AND FAMILY PASSES AVAILABLE FOR THE GYM/TRACK AND PLAYGROUNDS.

BEAT THE RUSH AND SIGN UP TODAY AT THE ARC!





YOUTH ENRICHMENT



- Offer a wide variety of classes from art to dance to e-sports!
- Classes are available from 9 months to 17 years old!
- Focused on expanding class days and times
 - Dance and sports added on Saturdays
- Expanded programming and offered:
 - Family Nights
 - Nerf Battle Blaster
 - E-Sports, Pokémon, and much more!



YOUTH SPORTS

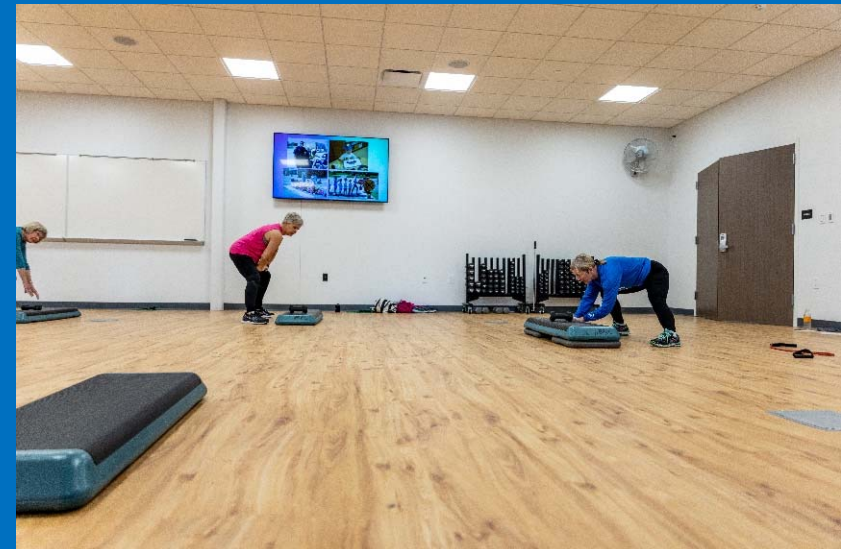
- Expanding class offerings year round because of ARC
- Added new classes
 - 3 on 3 Basketball League
 - 3 on 3 Volleyball League
 - Grandparent and Child Pickleball
 - All-Star Sports Camps





WELNESS PROGRAMS

- 1,117 Participants in 2023
- 100 Class Offerings
- Added new classes
 - Chair yoga
 - Candlelight Yoga
 - WERQ
- Classes offered at Community Center and ARC





CULINARY PROGRAMS

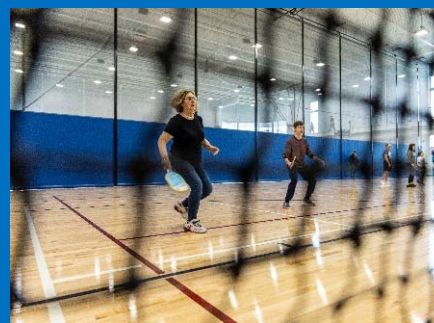
- 2023 700 Culinary Participants for 50 different classes!
- State-of-the-art Kitchen with the ability to teach a wide range of cooking and baking techniques
- Demonstration and hands-on teaching styles available





ADULT LEAGUES

- 240 Softball Players (4 Nights of leagues)
- 12 Cornhole teams (first season)
- 14 teams in season end softball tournament
- Added indoor volleyball at the ARC (filled at 8 teams)





PICKLEBALL

- Indoor and Outdoor Pickleball opportunities
- Learn to Play, Clinics, Social Play, Tournament, and Membership style offerings
- Learn to play and Social play pickleball ran 100% by Volunteers
- 3 Annual Tournaments





SUMMER DAY CAMP

- 1,142 Camper Weeks Sold
- Served 244 unduplicated participants
- \$228,861 total revenue – 2023
- \$264,279 total revenue – 2024
(~14% increase over 2023 – capacity increased and wait list will be evaluated annually)





4TH OF JULY

- 55th Annual
- Held at Malone Park
- Attracts over 40,000 people
- 4 Day festival
- Modified Parade Route
- City-wide initiative to ensure a successful event!
- Over \$86,000 donations raised
- \$52,000 in additional fees raised



55th Annual City of New Berlin
4th of July Family Festival
2023 Theme "Celebrating Community"



Saturday, July 1st 12:00 to 11:00 pm 12:00 to 4:00 pm 12:00 to 5:00 pm 1:00 to 3:00 pm 1:00 to 1:45 pm 1:30 to 3:00 pm 5:00 to 10:00 pm 6:00 to 8:00 pm 7:00 to 10:30 pm 7:00 to 10:30 pm Sunday, July 2nd 9:00 am to noon 12:00 to 11:00 pm 12:00 to 4:00 pm 12:00 to 5:00 pm 1:00 to 2:00 pm 1:00 to 4:30 pm 4:00 pm 5:30 pm 6:00 pm 7:00 to 10:00 pm 7:00 to 10:00 pm Monday, July 3rd 5:00 to 11:00 pm 5:00 to 10:00 pm 5:00 to 7:00 pm 6:00 pm 6:00 pm 6:00 to 10:00 pm 6:00 to 10:00 pm 9:30 pm Tuesday, July 4th 9:00 am 9:30 am 12:00 to 11:00 pm 12:00 to 5:00 pm 1:00 to 5:00 pm 2:30 to 5:00 pm 4:00 pm 4:00 pm 6:30 to 10:00 pm 6:00 to 10:00 pm 10:00 pm	All activities to take place at Malone Park Grounds & Carnival open Spectrum Carnival with wristband special * (one wristband per person, per time slot) * (\$25 cash at City Hall Office by end of day on June 30th OR \$30 at gate) New Berlin Lions Vision Screening Line Dancing (east tent) - join groups from the GWC-YMCA, Brookfield, Delafield, Germantown, Greenfield, Hartland, Pewaukee, Double D Dancers, Brisco Family YMCA Drew Burgoyne from Channel 58 presents Weather Experiments (activity tent) The Britins (west tent) Spectrum Carnival wristband special * Miss Kim's Animals & Half Twisted-Half Knot (activity tent) Bobby Way and the Wayouts (east tent) Kings of Radio (west tent) New Berlin Fire Department Pancake Breakfast - sponsored by 1848 Coffee Grounds & Carnival Open Spectrum Carnival wristband special * New Berlin Lions Vision Screening Schlitz Audubon presents Eagle & Friends (activity tent) Doo Wop Jukebox (east tent) 132nd Army Rock Band (west tent) New Berlin Lions Free Ice Cream Handout (ages 11 & under - located by activity tent) Spectrum Carnival wristband special * Pie Bake-off check in 19th Annual Pie Bake-off judging (entry form at www.newberlin.org) Cold Sweat and the Brew City Horns (east tent) Cherry Pie (west tent) Grounds & Carnival Open Spectrum Carnival wristband special * Family Games & Activities for all ages (located at center of the grounds) 5th Annual Cornhole Tournament (located by softball diamonds - registration required) https://anc.agn.activecommunities.com/newberlin/activity/search/detail/4885?onlineSiteId=0&from_original_cui=true 6:00 pm New! Trivia Contest (activity tent - registration requested - spots limited) https://anc.agn.activecommunities.com/newberlin/activity/search/detail/4889?onlineSiteId=0&from_original_cui=true 33 RPM (east tent) The Now (west tent) NBFD Flashlight Candy Hunt & collection of Peanut Butter for NB Food Pantry (located by softball diamonds / 6th grade & under / bring flashlight & bag) Mini Parade Lineup & collection of Toothbrushes/Paste for New Berlin Food Pantry (parking in upper/north lot of City Hall - parade in lower/south lot.) Mini Parade presented by the New Berlin Jr. Woman's Club Grounds & Carnival Open New Berlin Lions Vision Screening Spectrum Carnival wristband special * Main Parade - Look for information regarding NEW parade route before you come! Walk-up Paint & Sip Workshop featuring Karaya Arte benefiting EFNB (east tent) German Shepherd Dog Club Demonstration (activity tent) New Berlin High School Talent Showcase (east tent) Performances by Anita's Dance Center (west tent) Rebel Grace (east tent) Almighty Vinyl (west tent) FIREWORKS - sponsored by Festival Foods & Educators Credit Union
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Please find us on Facebook - New Berlin 4th of July Family Festival OR visit the NB4 page of our City of New Berlin website - www.newberlin.org for more details and current updates.



East Tent hosts and benefits the Prospect Lions & Educational Foundation of New Berlin (EFNB)

West Tent hosts the New Berlin Lions & Citizens Against Muscular Dystrophy

Ojibwa Bowhunters of New Berlin facilitating parking

→ NO food or beverage carry-ins OR picnicking allowed on Festival Grounds

→ All carry-ins are subject to search per New Berlin Police Department

Updated 2023 Final



COLOR CLASH

- First Annual
- Held at Malone Park
- 203 Participants
- 5 Colors
- 250 Pounds of colored Powder





NOT-SO-HAUNTED HAPPENINGS

- Third Annual- transitioned to this style of programming to still to offer recreation opportunities during COVID
- Partnered with Landmark Commission to host a cemetery scavenger hunt and tour!
- Activities happen all throughout October!



NEW BERLIN RECREATION

NOT-SO-HAUNTED HAPPENINGS

October 1st - 31st

Join New Berlin Recreation as we celebrate the arrival of Fall with free family activities! Some activities require pre-registration available online at www.newberlin.org

The Great Pumpkin Hunt
October 1 -31, City-Wide
Register by Sept. 25 to receive clues
Class # 8903
Follow us on Facebook to participate in this city-wide pumpkin hunt. Clues will be provided on weekdays at various times of the day! **Free!** Follow us at: www.facebook.com/newberlinrecreation

Cemetery Picture Scavenger Hunt
October 1- 31
Class # 8904
Join us for a chilling adventure unlike any other! Embark on a self guided Cemetery Scavenger Picture Hunt, where the eerie beauty of gravestones awaits your lens. Capture hauntingly captivating images as you explore the solemn serenity of New Berlin's four city owned historic cemeteries. Pre-Registration required. **Free!**

Fall Family Painting
October 14 Class #1 5:00pm # 8905
October 14 Class #2 6:00pm # 8906
New Berlin Activity & Recreation Center
Join Grape Escape LLC in painting a Halloween masterpiece! All supplies included. Limited space available. Pre-Registration required. **Free!**

Cemetery Bus Tours
October 7 1:00-4:00pm, Valley View Park
Class # 8907
Join us for a thrilling adventure on the New Berlin Historic Cemeteries Tour! Discover hidden mysteries and capture eerie moments as we explore New Berlin's four historic graveyards. Unravel our city's history enigmas while enjoying a spooky, fun-filled adventure with friends and family. Pre-Registration required. **\$5 per person**

Great Pumpkin Lighting & Movies in the Park
October 7 4:30-7:00pm, Valley View Park
Class # 8908
Join New Berlin Recreation at Valley View Park for our annual Great Pumpkin Fest! Carve a pumpkin and put it on display, listen to music, and walk around to enjoy all of the jack-o-laterns! Costumes are encouraged. Finish the night by watching Hocus Pocus on our large inflatable movie screen! Bring your lawn chairs! For more information visit www.newberlin.org **Free!**

Monster Mash Dance
October 27 5:30-7:00pm
New Berlin Activity & Recreation Center
Class # 8909
Join New Berlin Recreation for a night of spooky dancing, and family fun! Dress up and let out your inner monster. Pre-Registration required. **\$5 per family**



GENEROUSLY SPONSORED BY





BREWS & BOOS

- First Annual
- Held at Malone Park
- Partnered with 1840 Brewing, 1848 Coffee, and Flour Girl and Flame
- Many other city departments participated
- Over 1000 participants
- Flour Girl & Flame sold out of pizza!



NEW BERLIN RECREATION PRESENTS

BREWS & BOOS

a kick-off to trick or treat

PARTY

SATURDAY 12-3PM
OCTOBER 28
@ MALONE PARK

CANDY! BEER! MUSIC! FOOD!
WITH A SPECIAL 1848 X 1840 LIMITED RELEASE COLLAB

1840 BREWING COMPANY
1848 COFFEE
FLOUR GIRL & FLAME MOBILE WOOD-FIRED PROVISIONS

TRICK OR TREATING

provided by

NEW BERLIN FIRE DEPT.
NEW BERLIN POLICE DEPT.
ENJOY NEW BERLIN

MAYOR AMENT
NEW BERLIN LIBRARY
1848 COFFEE

FOR MORE INFORMATION VISIT WWW.NEWBERLIN.ORG



CHRISTMAS TREE LIGHTING



CITY OF NEW BERLIN
CHRISTMAS TREE LIGHTING
Thursday, December 7
CITY CENTER PLAZA 15040 LIBRARY LN

TREE LIGHTING AT 5:30PM
LETTERS TO SANTA
DANCE PERFORMANCE AT 5:00PM
HOT COCOA
ICE SKATING (USE YOUR LIBRARY CARD TO CHECK OUT @ NB LIBRARY)
CHRISTMAS MUSIC
STOCKINGS PROVIDED BY THE NEW BERLIN LIONS

4:30-6:00pm

TOYS FOR TOTS Toy & Food Drive
Join us to help make Christmas brighter for deserving families! Please donate new, unwrapped toys and non-perishable food for Toys for Tots and the New Berlin Food Pantry!

New Berlin Public Library
SANTA VISIT & KINDERMARKET
THURSDAY, DECEMBER 7
KINDERMARKET 6-8 PM
PICTURES WITH SANTA 6:30-8 PM
REGISTRATION REQUIRED FOR SANTA VISIT

Join us for a special holiday event at the library featuring pictures with Santa and our first annual Kindermarket!

Santa Visit
Registration is required and begins Monday, December 4th in person at the Youth Services Desk. The following timeslots will be available for you to sign up for:

- 6:30-7pm
- 7-7:30pm
- 7:30-8pm
- 8:30-9pm (Kindermarket vendor families only)

Kindermarket
From 6-8pm in the Community Room, browse and shop handmade items that are both crafted and sold by kids. Open to the public and no registration is needed. Cash only, with a free wrapping station available, compliments of the New Berlin Public Library!

MAKE IT A FAMILY NIGHT AND AFTER THE TREE LIGHTING, WALK ACROSS THE STREET TO THE LIBRARY AND ENJOY THE KINDERMARKET!

For any questions about Santa's visit, please call 262-754-1814



WINTERFEST

- Fifth Annual
- Held at Malone Park
- Partnered with 1848 Coffee, Enjoy New Berlin and New Berlin Library
- 2022 Wisconsin Park and Recreation Silver Star Winner
- Over 2000 participants
- Added fireworks to the show
- Added credit card as payment with concessions
- Highlighted on Fox 6 Weekend Wake-up

SATURDAY, JANUARY 6TH
5TH ANNUAL NEW BERLIN RECREATION
WINTERFEST

CITY CENTER AT LIBRARY LANE	MALONE PARK
1-3pm Family Open Skate Skates can be loaned out at the Library with a library card	9-11am Snowshoe Hikes Pre-registration required
1-3pm Winterfest Bingo Located inside the Library	10am Sheepshead Tournament Pre-registration required @ New Berlin Community Center
1:30pm Fireside Stories	12pm Medallion Hunt
2:30pm Fireside Stories	12-4pm Sled Dog Meet & Greet H2M2 Nation
Activities at City Center are hosted by: 	
WINTERFEST MUG & UNLIMITED HOT COCOA \$7 IN ADVANCE AT THE ABC - 15321 W NATIONAL \$10 DAY OF EVENT AT MALONE & CITY CENTER SUPPLIES ARE LIMITED, DAY OF AVAILABILITY NOT GUARANTEED	
	12-7pm Winter Beer Garden Food Trucks Pina Mexican Eats, Brats, Hotdogs, Chili and more!
	2-5:30pm Nice Bite Ice Cream Truck 12pm Snow Kickball Tournament Pre-registration required, \$10/team
	2pm Candy Cane Hunt 2:30pm Snowman Contest 2-6pm Live Music 4pm Bonfire & S'mores 5pm Candlelight Hike

EVENT GENEROUSLY SPONSORED BY:
1848 COFFEE

All activities are weather dependent For more information visit www.newberlinwi.gov



WINTERFEST





SENIOR CITIZENS CLUB



- 200 Active Members
- Expanded Times
 - Monday 8:30-4:00pm
 - Tuesday 8:30am-1:00pm
 - Wednesday 8:30am-1:00pm
 - Thursday 8:30am-1:00p
- New Programs Offered
 - Chair Yoga
 - Line Dancing
 - Intro to Dart Ball
 - Crafts
 - Cooking Classes at ARC
 - Wii Bowling
 - Book Club



BIRTHDAY PARTIES



- 31 Parties in 2023 (1 per Saturday)
- Added a gym option March 2024
- 90% of available dates booked





AWARDS



Katie Roth
WPRA Recreation Professional
of the year



Sam Blonien
WPRA 10 Years of Service
Award



THE NUMBERS

- 2023 Served over 10,000 participants
- Ran 10 Major Special Events
 - Touch a Truck
 - Color Clash
 - Movies in the Park
 - Beer Gardens
 - 4th of July
 - Not-So-Haunted Happenings
 - Brews and Boos
 - Elf Hunt
 - Christmas Tree Lighting
 - Winterfest
- Opened the ARC Phase 2 Feb 2024
 - Started offering RecPASS Memberships



WHERE TO FIND US....

- www.newberlin.org/dcd
- Facebook
- Twitter
- LinkedIn
- Phone: 262-797-2445
- Email: gkessler@newberlin.org
- <https://www.enjoynewberlin.com/>



FIND US ON FACEBOOK, TWITTER, AND LINKEDIN!



Get all the up-to-date information anywhere you go! **The New Berlin Department of Community Development** is on all your favorite social media sites.

Stay connected and become our friend, fan, and follower to receive updates and announcements regarding ...

- Development projects
- Permits and licenses
- Economic development news
- New businesses
- Meetings, events, and activities



New Berlin Department of Community Development
3805 S. Casper Dr.
New Berlin, WI 53151-0921
262.786.8610
www.newberlin.org

REQUESTED ACTION STATEMENT

MEMO TO: Mayor David Ament
Common Council

CC: Plan Commission (via email)

MEMO FROM: Gregory W. Kessler, AICP - Director

DATE: March 26, 2024

ISSUE: Yonatan Zvi has filed petitions to:

- Amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 10 – Land Use and Chapter 11 – “Neighborhood A” Greenfield Avenue) for the property located at 15201 W. Greenfield Avenue (Tax Key #: 1158.998) from Mixed Use Residential to Suburban Commercial.

AND

- Rezone the properties located at 15201 W. Greenfield Avenue (Tax Key #: 1158.998) and 15205 W. Greenfield Avenue (Tax Key #: 1158.999.001) from B-1 and R-5 to B-1 and B-2.

REQUESTED: Recommend to the Common Council that a joint public hearing be set for May 6, 2024 at 6:00 p.m. to be held before the Plan Commission to amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 10 – Land Use and Chapter 11 – “Neighborhood A” Greenfield Avenue) for the property located at 15201 W. Greenfield Avenue (Tax Key #: 1158.998) from Mixed Use Residential to Suburban Commercial;

AND

Recommend to the Common Council that a joint public hearing be set for May 6, 2024 at 6:00 p.m. to be held before the Plan Commission to rezone the properties located at 15201 W. Greenfield Avenue (Tax Key #: 1158.998) and 15205 W. Greenfield Avenue (Tax Key #: 1158.999.001) from B-1 and R-5 to B-1 and B-2.

RATIONALE: Per Chapter 275-21.1 of the City's Zoning Code, the applicant has filed a completed application and petitioned the City to amend the Comprehensive Plan / Future Land Use Map for this property. Per this section, the applicant submits the application to the Common Council for initial review. DCD staff prepares a requested action statement to refer

the request to the Plan Commission to hold a public hearing and take action via a resolution. A report shall be forwarded to the Common Council for final action.

Per Chapter 275-22 of the City's Zoning Code, the applicant has filed a completed application and petitioned the City to rezone these properties. In addition, per State Statute 62.23(7), the Common Council may refer to the Plan Commission all petitions to rezone a property and require that a public hearing be held to obtain public input and that the Plan Commission formulate a recommendation. These recommendations shall be forwarded to the Common Council for final action.

Per Zoning Code Section 275-20I, the applicant has simultaneously filed a Land Division application.

Note: Staff is continuing to prepare the 2030 Comprehensive Plan Updates as time permits. Please note this request will include other basic changes to these chapters. This will represent a public hearing for the 2030 Comprehensive Plan updates. Additional public hearings will be set up to handle the remaining chapters at a future date.



REQUESTED ACTION STATEMENT

MEMO TO: Mayor David Ament
Common Council

CC: Plan Commission (via email)

MEMO FROM: Greg Kessler, Director of Community Development

DATE: March 20, 2024

ISSUE: Austin Workman with Workman Enterprises LLC has filed a petition to rezone the properties located at 19000 W. Lincoln Avenue (Tax Key #'s: 1172-994, 1172-998-003, 1172-998 and 1167-996-001) from C-1 and C-2 **to** M-1.

REQUESTED: Recommend to the Common Council that a Public Hearing be set for May 6, 2024 at 6:01 pm to be held before the Plan Commission to rezone the properties located at 19000 W. Lincoln Avenue (Tax Key #'s: 1172-994, 1172-998-003, 1172-998 and 1167-996-001) from C-1 and C-2 **to** M-1.

RATIONALE: Per Chapter 275-22 of the City's Zoning Code, this applicant has filed a completed application and petitioned the City to rezone this property. In addition, per State Statute 62.23(7), the Common Council may refer to the Plan Commission all petitions to rezone a property and require that a public hearing be held to obtain public input and that the Plan Commission formulate a recommendation. These recommendations shall be forwarded to the Common Council for final action.

Applicant has submitted a Use Approval application to remove the NR135 designation.