



Common Council Meeting Agenda

December 10, 2024 - 6:05 PM
(Following the Committee of the Whole Meeting)
City Hall Council Chambers

Agenda Published: 12/6/2024

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. November 12, 2024, Common Council Meeting Minutes
5. **REPORTS**
 - A. City Clerk
 - B. Council President
 - C. Mayor
 - D. City Attorney
6. **COMMUNICATIONS**
7. **UTILITY COMMITTEE**
 - A. UT 18-24 – Recommend to the Common Council to award the construction contract for the Valley View Pumphouse low-slope roof replacement to the lowest responsive bidder, Kaschak Roofing, Inc., in the amount of \$24,900.00 with a contingency of \$10,000.00 for a total project cost of \$34,900.00.
 - B. UT 19-24 - Recommend to the Common Council to award the construction contract for the Grange and Greenridge Pumphouses steep-slope roof replacement to the lowest responsive bidder, D & H Royale Construction, LLC, in the amount of \$63,800.00 with a contingency of \$20,000.00 for a total project cost of \$83,800.00.
 - C. Discussion and possible action re: Amendment of lease agreement with AT&T for the Calhoun Tower.
8. **PARKS, BUILDINGS & GROUNDS COMMISSION**
 - A. Discussion and possible recommendation to Common Council to award the Fueling Station Reconstruction Design Contract to the most qualified consultant, Perspective Design, Inc, in the amount of \$64,000.00 from account 04251300 61215 C2024.
 - B. Discussion and possible recommendation to Common Council to approve a donation agreement between the Boy Scouts of America and the City of New Berlin for an Eagle Scout Project by Henry Snavelly to build and provide four benches for seating Valley View Park Playgrounds
 - C. Discussion and possible recommendation to Common Council to approve a donation agreement between the Boy Scouts of America and the City of New Berlin for an Eagle

Scout Project by Jesse Greeson to build and provide an oversized Adirondack chair as an engaging amenity at Maple Ridge Park.

- D. Discussion and possible action to recommend to Common Council approval of the donation agreement with the New Berlin Pumas for an electronic scoreboard at Buena Park.

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. November 12, 2024, Committee of the Whole Meeting Minutes

14. UTILITY & FINANCE

- A. Recommendation to the Common Council for approval of the November 27th, 2024, Water Utility claims in the amount of \$74,245.93. Sewer Utility claims in the amount of \$5,360.19, and General City claims in the amount of \$947,005.79. US BANK VISA EFT of \$31,228.28 and We Energies EFT of \$68,531.48

15. LICENSES & PERMITS

- A. Discussion and Recommendation to the Common Council for Approval of the 2025 Garbage Hauler License for John's Disposal, Inc.
- B. Discussion and Recommendation to the Common Council for Approval of the 2025 Garbage Hauler License for Waste Management - Franklin
- C. Discussion and Recommendation to the Common Council for Approval of the 2025 Garbage Hauler License for Eagle Disposal, Inc.
- D. Discussion and Recommendation to the Common Council for Approval of the 2025 Garbage Hauler License for Waste Management Hartland Hauling
- E. Discussion and Possible Action to Recommend Common Council Approval of a "Class B" Combination Liquor License for Ethic Indoor, Located at 5330 S. Racine Ave, for the License Year Ending June 30, 2025, per the Application on File and Subject to Meeting All Requirements

16. MISCELLANEOUS

- A. Department of Public Works Update
- B. Discussion and Possible Action to Recommend Common Council Authorization for the City of New Berlin Joint Review Board to Hold a Meeting Electronically on December 12, 2024, at 4:30 PM
- C. Discussion and Possible Action to Recommend Common Council Approval of Resolution 2024-24: A Resolution Amending the 2020 Capital Projects Budget for the Replacement of Worn Carpeting at the New Berlin Public Library
- D. Discussion and Possible Action to Recommend Common Council Approval of Resolution 2024-26: a Resolution to Amend the Capital Projects Budget to Reallocate

Remaining Balances from Completed Park Improvement Projects to Ongoing Projects per the RAS

- E. Discussion and Possible Action to Recommend to the Common Council Approval of the Proposed 2025 Capital Improvement Plan (CIP) Budget

17. END CONSENT AGENDA-----

18. CLOSED SESSION

- A. *The basis for the items to be discussed in Closed Session are as enumerated in Section 19.85(1)(e) of the Wisconsin State Statutes. (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, more specifically:*
- B. Memorandum of Understanding (MOU) between the City of New Berlin and the New Berlin Professional Police Association
- C. *The basis for the items to be discussed in Closed Session are as enumerated in Section 19.85(1)(c) of the Wisconsin State Statutes which permits closed sessions for the purpose of considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, more specifically:*
- D. Salary Study and Proposed 2025 Employee Compensation Adjustments
- E. *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:*
- F. Wirth Claim
- G. City of New Berlin vs. Workman Meadows LLC and Certified Products II, LLC
- H. Klein Claim
- I. Well Permit Citations

19. RECONVENE TO OPEN SESSION

- A. Discussion and possible action re: Memorandum of Understanding (MOU) between the City of New Berlin and the New Berlin Professional Police Association
- B. Discussion and possible action re: Salary Study and Proposed 2025 Employee Compensation Adjustments
- C. Discussion and possible action re: Wirth Claim
- D. Discussion and possible action re: City of New Berlin vs. Workman Meadows LLC and Certified Products II, LLC
- E. Discussion and possible action re: Klein Claim

20. ADJOURN

Additional Information

- The agenda packet with supplemental information related to the agenda items is available online at www.NewBerlinWi.gov. Once finalized by the governing body, approved meeting minutes are also posted online.
- The governing body may consider agenda items out of order
- Members, and potentially a quorum of other governmental bodies of the municipality, may be present at the meeting to gather information. No action will be taken by any governmental body other than the one referenced in this notice.
- With reasonable notice, accommodations will be provided under the Americans with Disabilities Act to meet the needs of individuals with disabilities through appropriate aids and services. For more information or to request assistance, please contact the Office of the City Clerk at (262) 786-8610.



Common Council MEETING MINUTES

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

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

MINUTES

1. PRIVILEGE OF THE FLOOR

No constituents participated in Privilege of the Floor.

2. CALL TO ORDER, PLEDGE OF ALLEGIANCE

Mayor Ament called the meeting to order at 6:40 PM and led the Pledge of Allegiance.

3. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

The City Clerk took the roll call as follows:

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

Excused: Alderperson Joseph Stribl

Staff Present: Mayor Dave Ament, City Attorney Mark Blum, City Clerk Rubina R. Medina

The City Clerk stated that there was a quorum and that the meeting had been properly noticed.

4. APPROVAL OF MINUTES

A. October 22, 2024, Common Council Meeting Minutes

MOTION: Motion to Approve

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

5. REPORTS

A. City Clerk

No report.

B. Council President

No report.

C. Mayor

- Congratulations to Sunny Side Up Café for being named our November Business of the Month. Sunny Side Up Café is located at 15744 W. National Avenue. Sunny Side Up Café has been a staple in New Berlin for almost 10 years. All are encouraged to stop by and enjoy some of their delicious menu items.

- The November 26th COW/CC meeting is cancelled. The next regularly scheduled meeting will be held December 10th.

- And just a reminder: The Recycling Center will be closed all day on Thursday, November 28, 2024 for Thanksgiving. In addition, City Hall will also be closed Thursday and Friday, November 28th and 29th for the holiday.

- The New Berlin Food Pantry is collecting donations to fill their “Holiday Baking Bags”. Items in need are: Flour, Powdered Sugar, Brown Sugar, Sugar, Vanilla Extract, and other miscellaneous baking ingredients. Donations are needed by November 25th. Collections bins are located at City Hall, New Berlin Food Pantry, Library, and the New Berlin Activity and Recreation Center.
- The City will be holding its Annual Christmas Tree Lighting Ceremony on Thursday, December 5th at the New Berlin Recreation Center, 4:30pm – 7:00 pm. The official tree lighting will take place at 5:30 pm. For more information, please contact the New Berlin Recreation Department.
- The New Berlin Public Library will be hosting their second annual Kinder Market on December 11th from 6 pm – 8 pm. Please contact the New Berlin Library for more information.
- The New Berlin History Museum will be open on December 8th from 1 pm to 4 pm. For information about the museum please call (262) 542-3643.
- And finally, I'd like to wish everyone a very happy and safe Thanksgiving.

6. COMMUNICATIONS

None

7. PLAN COMMISSION

- A.** (7) KW CP-2401974 Sherri Meyer on behalf of Holy Apostles Congregation - 15856 W. National Avenue (Tax Key #: 1212-993) and a portion of the property located at 16000 W. National Avenue (Tax Key #: 1212-991-002) - Request to amend the Future Land Use Map within the City's Comprehensive Plan from Suburban Commercial Institutional. (Public Hearing 10/7/2024).

MOTION: Motion to Approve

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

- B.** (7) KW RZ-2401975 Sherri Meyer on behalf of Holy Apostles Congregation - 15856 W. National Avenue (Tax Key #: 1212-993) and a portion of the property located at 16000 W. National Avenue (Tax Key #: 1212-991-002) - Request to rezone from B-2 to I-1. (Public Hearing 10/7/2024).

MOTION: Motion to Approve

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

- C.** (7) KW LD-2401976 Sherri Meyer on behalf of Holy Apostles Congregation - 15856 W. National Avenue (Tax Key #: 1212-993) and 16000 W. National Avenue (Tax Key #: 1212-991-002) - 1-Lot CSM.

MOTION: Motion to Approve

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

8. UTILITY COMMITTEE

- A.** UT 14-24 - Discussion and possible approval on the proposed 2025 Water Utility Operating Budget

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Harenda

Second by: Alderperson Kroupa
Motion Passed 6-0

- B.** UT 15-24 - Discussion and possible approval on the proposed 2025 Water CIP Budget. Information included in the 2025 Water Utility Operation Budget

MOTION: Motion to Approve

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

- C.** UT 16-24 - Discussion and possible approval on the proposed 2025 Wastewater Utility Operating Budget

MOTION: Motion to Approve

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

- D.** UT 17-24 - Discussion and possible approval on the proposed 2025 Wastewater CIP Budget. Information included in the 2025 Wastewater Utility Operation Budget

MOTION: Motion to Approve

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

9. RECREATION COMMISSION

- A.** Discussion and possible action to recommend to Common Council approval of Winterfest Band Contract.

MOTION: Motion to Approve

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

- B.** Discussion and possible action to recommend to Common Council approval of Winterfest Fireworks Contract.

MOTION: Motion to Approve

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

- C.** Discussion and possible action to recommend to Common Council approval of the services agreement with Wisconsin Basketball Official Association.

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Harenda
Second by: Alderperson Hopkins
Motion 6-0

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.*

MOTION: Motion to Approve

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

13. MINUTES

- A.** October 22, 2024, Committee of the Whole Meeting Minutes

14. UTILITY & FINANCE

- A.** Recommendation to the Common Council for approval of the November 13th, 2024, Water Utility claims in the amount of \$173,310.02, Sewer Utility claims in the amount of \$560.10, and General City claims in the amount of \$1,337,111.80. US BANK VISA EFT of \$25,081.51

15. MISCELLANEOUS

- A.** Discussion and recommendation to the Common Council to approve the creation of the position of Division Chief - Community Risk Reduction within the Fire Department
- B.** Discussion and recommendation to the Common Council to approve the proposed 2025 Operating Budget
- C.** Discussion and recommendation to the Common Council to approve the proposed 2025 CIP Budget
- D.** City Clerk Department Update

16. END CONSENT AGENDA-----

17. ADJOURN

MOTION: Motion to Adjourn at 6:54 PM.

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

Respectfully Submitted by: Rubina R. Medina, City Clerk

Mayor's Report

12/10/24 CC Meeting

- Congratulations to **Back in Balance Therapeutic Massage** for being named our **December Business of the Month**. Back in Balance is a family-owned massage spa that provides all types of massage services to the community. Some of the types of massages that they offer include: Deep Tissue, Swedish, Prenatal, Sports, Lymphatic and Myo Fascial Release and Hotstone Massage. We encourage everyone to check out all that they have to offer.
- The **New Berlin Library** will be hosting their **2024 Kindermarket** on **December 11th from 6:00 p.m. – 8:00 p.m.** This Kindermarket is a fun sales event featuring handmade gift items that are both crafted and sold by kids. For information, please visit the Library's website.
- **The 2025 Winter/Spring Recreation Guide is now available online.** For more information, please visit the recreation department's website.
- Please mark your calendars and join us for the **City's 6th Annual Winterfest on Saturday January 11th**. Activities are available at Malone Park, New Berlin Library, and the New Berlin Activity and Recreation Center. Join us for a Beer Garden, food trucks, live music, pickleball, snowman contests, bonfires, Winterfest bingo, sledding, a candlelight hike, sheephead tournament, and more. You can stop by the Recreation Department for a Winterfest mug. A new addition to the Winterfest activities for the day is the New Berlin Chamber of Commerce's Discover New Berlin. Discover New Berlin is a showcase of things that make our city a great place to live, work, and play. Please visit the City's website or the Winter/Spring Rec Guide for more information. All are encouraged to join in the fun.
- The **December 24th COW/CC meeting** is cancelled. The next regularly scheduled meeting will be held January 14th.
- **City Hall will be closed Tuesday December 24th and Wednesday December 25th for Christmas.** City Hall will also be closed on **Tuesday December 31st and Wednesday January 1st for New Years.**
- Lastly, I'd like to wish everyone a very Merry Christmas and a Happy, Healthy and Safe New Year.



December 10, 2024

TO: Common Council
Mayor Ament
Alderman Harenda

FROM: Sarah Holtz on behalf of the Utility Committee

RE: Items from the December 3, 2024 Utility Committee Meeting requiring Common Council action.

- | | |
|----|---|
| A. | UT 18-24 Recommend to the Common Council to award the construction contract for the Valley View Pumphouse low-slope roof replacement to the lowest responsive bidder, Kaschak Roofing, Inc., in the amount of \$24,900.00 with a contingency of \$10,000.00 for a total project cost of \$34,900.00 |
|----|---|

Council Motion:

This item was considered at the Utility Committee meeting on December 3, 2024. It was recommended to the Common Council on a vote of 5-0. I do hereby make a motion to award the construction contract for the Valley View Pumphouse low-slope roof replacement to the lowest responsive bidder, Kaschak Roofing, Inc., in the amount of \$24,900.00 with a contingency of \$10,000.00 for a total project cost of \$34,900.00

- | | |
|----|--|
| B. | UT 19-24 Recommend to the Common Council to award the construction contract for the Grange and Greenridge Pumphouses steep-slope roof replacement to the lowest responsive bidder, D & H Royale Construction, LLC, in the amount of \$63,800.00 with a contingency of \$20,000.00 for a total project cost of \$83,800.00. |
|----|--|

Council Motion:

This item was considered at the Utility Committee meeting on December 3, 2024. It was recommended to the Common Council on a vote of 5-0. I do hereby make a motion to award the construction contract for the Grange and Greenridge Pumphouses steep-slope roof replacement to the lowest responsive bidder, D & H Royale Construction, LLC, in the amount of \$63,800.00 with a contingency of \$20,000.00 for a total project cost of \$83,800.00.



C.	Discussion and possible action re: Amendment of lease agreement with AT&T for the Calhoun Tower.
<u>Council Motion:</u>	
	This item was considered at the Utility Committee meeting on December 3, 2024. It was recommended to the Common Council on a vote of 5-0. I do hereby make a motion to approve the Amendment of lease agreement with AT&T for the Calhoun Tower, subject to the Utility Manager and the City Attorney’s final approval.

UTILITY STAFF REPORT EXECUTIVE SUMMARY

CUSTOMER/PROJECT: Valley View Pumphouse Low-Slope Roof System Replacement

LOCATION: 5155 South Sunny Slope Road

REQUEST: Award Construction Contract to Lowest Responsive Bidder, Kaschak Roofing, Inc.

UTILITY MANAGER RECOMMENDATION:

Recommend to the Common Council to award the construction contract for the Valley View Pumphouse low-slope roof replacement to the lowest responsive bidder, Kaschak Roofing, Inc., in the amount of \$24,900.00 with a contingency of \$10,000.00 for a total project cost of \$34,900.00.

DETAILS IN ATTACHED STAFF REPORT

CITY OF NEW BERLIN
UTILITIES DEPARTMENT
STAFF REPORT

Valley View Pumphouse Low-Slope Roof System Replacement

DATE STAFF REPORT CREATED: November 25, 2024

CUSTOMER/PROJECT NAME: Valley View Pumphouse Low-Slope Roof System Replacement

ISSUE/DESCRIPTION OF PROJECT: Roof System Replacement

REQUESTED ACTION:

Recommend to the Common Council to award the construction contract for the Valley View Pumphouse low-slope roof replacement to the lowest responsive bidder, Kaschak Roofing, Inc., in the amount of \$24,900.00 with a contingency of \$10,000.00 for a total project cost of \$34,900.00.

FISCAL IMPACT: \$34,900.00

SOURCE OF FUNDS: Water Capital Improvement Budget

RATIONALE:

The roof is leaking and in need of replacement.

PREVIOUS ACTION: N/A

FINDINGS: N/A

UTILITY MANAGER RECOMMENDATION: See Executive Summary

ATTACHMENTS: Bid Award Recommendation Letter

CONTRACT BETWEEN OWNER AND CONTRACTOR

This Contract dated this 25th day of October, 2024 is between City of New Berlin ("Owner") and Kaschak Roofing, Inc. ("Contractor") and is binding among and between these parties as of the date of the Owner's signature.

RECITALS

The legal address for the Owner and for the Contractor and the addresses for delivery of Notices and other project documents are as follows:

Owner: City of New Berlin
Contact: Alex Parker
Utilities Manager

Address: City of New Berlin Utility Department
3805 S. Casper Drive
New Berlin, WI 53151
Telephone: (262) 786-7076
Email: aparker@newberlinwi.gov

Contractor: Kaschak Roofing, Inc.
Contact: Nick Crego
Project Manager

Address: 2301 W. Purdue Street
Milwaukee, WI 53209
Telephone: (414) 916-4541
Email: info@kaschakroofing.com
FEIN: 80-0796210

PROJECT IDENTIFICATION

The Project is identified as:

PROJECT NAME: City of New Berlin Valley Pump House
Low-Slope Roof System Replacement
PROJECT NUMBER: 24QG10439
QUEST CDN NUMBER: 9328337
SITE ADDRESS(s): 5155 S. Sunny Slope Road, New Berlin, WI 53151

PROJECT DESCRIPTION

The project work shall include all labor, material and expenses necessary to remove the existing BUR low slope roof system on one (1) single story pump house along with installing a new adhered EPDM roof system that includes all related work, on the subject roof area "A" in the New Berlin Utility Department building profile. The new roof will receive new insulation, coverboard, membrane and flashings in the field as well as along parapet walls and transitions. All sheet metal items will also be replaced/added, including copings and scuppers. All work is to be performed according to the specifications designed by Roofing Consultants Ltd. dated September 16, 2024.



Roofing Consultants Ltd.

Engineers, Architects & Building Envelope Specialists

1 of 3

The Project Number (24QG10439) and Project Name (City of New Berlin Valley Pump House Low-Slope Roof System Replacement) also indicated above are required to be shown for identification purposes on all project-related material and documents including, but not limited to Notices, Change Orders, Submittals, Requests for Information, Requests for Quotes, Field Directives, Meetings Minutes, Correspondence, Schedule of Values and Certificate for Payment, Test Reports, and other related material.

After competitive bidding, the Contractor is awarded this Contract to perform the Work described by the Contract Documents for the above-described project ("the Project").

CONTRACT

THEREFORE, in consideration of the Recitals set forth above, and good and valuable consideration as set forth below, the parties agree as follows:

- 1. STATEMENT OF WORK:** The Contractor shall furnish all labor, equipment, and materials to perform all Project Work in strict accordance with the Contract Documents.
- 2. CONTRACT DOCUMENTS:**
 - a. This Contract between Owner and Contractor.
 - b. Specifications compiled by Roofing Consultants Ltd. Dated September 16, 2024. (Exhibit A)
 - c. Bid Form submitted by the Contractor dated October 11, 2024. (Exhibit B)
 - d. Addendum(s) dated October 25, 2024, which include the updated the City of New Berlin's General Terms & Conditions of Service and General Conditions of the Construction Contract. (Exhibit C)
 - e. Contractor's Insurance Certificate naming Owner as Additional Insured (Exhibit D)

All of these documents are incorporated herein by reference, and their use shall be governed by Section 2 of the General Conditions unless otherwise specified in the Supplemental General Conditions

- 3. TIME FOR COMPLETION**
 - a. The Work shall commence on a date to be specified in writing by the Contractor and approved by the Owner.
 - b. The Work shall be available for Substantial Completion no later than March 31, 2025.
 - c. The Work shall be finally completed within 10 days after Substantial Completion.
- 4. COMPENSATION TO BE PAID TO THE CONTRACTOR**
 - a. The Owner agrees to pay and the Contractor agrees to accept as just and adequate compensation for the performance of the Work in accordance with the Contract Documents the following sum:

\$34,900.00
(Thirty Four Thousand, Nine Hundred and 00/100)
 - b. The above-listed amount includes a \$10,000 Contingency Fund that may be used for unforeseen circumstances. Use of the Contingency Fund must be approved in advance by the Owner or Consultant. Any unused portion of the Contingency Fund will be deducted from the Contract Amount.
 - c. Refer to Contractor's Bid Form (Exhibit B) for applicable unit pricing, which may apply to the contingency fund.
 - d. Permit fees are included in the above-listed amount.



5. PAYMENTS

- a. Advance payments will not be made by the Owner.
- b. Payment will not be made for materials stored but not yet installed.
- c. Upon substantial completion of the project the Contractor may submit an invoice for the completed work, including approved Contingency Fund expenses, less 10% retainage.
- d. Invoice will be submitted to Consultant. Consultant will confirm that the amount being requested is accurate and will approve or adapt the invoice as required.
- e. Lien waivers (Partial / Final) must be submitted with all progress invoices.
- f. Owner will issue payment for approved invoices within 14 days.
- g. Upon 100% satisfactory completion of the project work, approval by the Owner and Consultant and receipt of Manufacturer' Warranty and Contractor's Guarantee, the Contractor may submit an invoice for the full contract amount, including retainage less the initial payment, less any unused portion of the Contingency Fund.

6. CONTRACTUAL CLAIMS

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in Section 39 of the General Conditions and the Supplemental General Conditions, if any. (Exhibit C)

- 7. IN WITNESS WHEREOF**, the parties hereto on the day and year written below have executed this agreement in three (3) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed and original thereof.

Kaschak Roofing, Inc.

Contractor

By: _____

Signature in ink

_____ Date

Name: _____

Title: _____

Attest: _____

Signature in ink

_____ Date

Name: _____

(Print)

City of New Berlin

Owner

By: _____

Signature in ink

_____ Date

Name: _____

Title: _____

Attest: _____

Signature in ink

_____ Date

Name: _____

(Print)

- 8. CONSULTANT:** The Owner designates the following individual/entity as the Project Consultant. See Section 12 of the General Conditions (Exhibit A).

Firm/Entity:

Roofing Consultants Ltd.

Contact:

Tim Goehrke

Address:

P. O. Box 1305

Waukesha, WI 53187

Telephone:

262-549-0802

FAX:

262-549-0776

Email:

timg@rcleng.com



Roofing Consultants Ltd.

Engineers, Architects & Building Envelope Specialists

SPECIFICATIONS FOR ROOFING WORK

Prepared For: City of New Berlin Utility Department
3805 S. Casper Drive
New Berlin, WI 53151

Project Locations: Valley Pump House
5155 S. Sunny Slope Rd.

Scope: Low-Slope Membrane

Project Work: **Complete Roof System Replacement**
New EPDM – Fully Adhered Roof System
New Perimeter Sheet Metal Items

Prepared By:



**Roofing
Consultants Ltd.**

Engineers, Architects & Building Envelope Specialists



Milwaukee

2307 Badger Drive
P. O. Box 1305
Waukesha, WI 53187
262-549-0802

Chicago

825 N. Cass Drive
Suite 107
Skokie, IL 60077
847-965-3366

St. Louis

17295 Chesterfield Airport Rd
Suite 200
Chesterfield, MO 63005
636-530-3663

Minneapolis

7760 France Avenue South
11th Floor
Minneapolis, MN 55435
612-238-0802

Indianapolis

9465 Counselor's Row
Indianapolis, IN 46240
317-584-5440

Date: September 16, 2024

BID FORM

OWNER: City of New Berlin
PROJECT: Complete Roof System Replacement
LOCATIONS: Valley Pump House – 5155 S. Sunny Slope Rd.
PRE-BID MEETING: Tuesday, October 1, 2024 10:00 A.M.
BIDS CLOSE: Tuesday, October 15, 2024 10:00 A.M.
BID OPENING: PUBLIC October 15, 2024 10:00 A.M.
DELIVER BIDS TO: City of New Berlin
 3805 S. Casper Drive
 New Berlin, WI 53151
ATTN: Alex Parker **Telephone:** (262) 786-7086
 Utilities Manager **Email:** aparker@newberlinwi.gov

The undersigned acknowledges having carefully examined all sections of the specification booklet and bidding documents. The undersigned attended the pre-bid meeting and is familiar with all aspects, both existing and proposed, of the project work. The undersigned proposes to furnish all labor and materials and provide all equipment and manpower necessary to perform all work, specified and reasonably implied, in the specification documents for the consideration of the monetary amount(s) listed on the following page (BF/2).

Contractor: Kaschak Roofing Inc.
Address: 2301 W Purdue st
Milwaukee WI 53209
Telephone: 414-916-4541 **FAX:** _____
Signature: [Signature] **Title:** Project Manager
Name: Nick Crego **Date:** 10/11/2024
Federal Identification #: 80-0796210

Project Completion Date: March 31, 2025
Liquidated Damages: \$ 500.00/working day
Bid Bond: 10% - Required with submission of bid proposal
Performance Bond: 100% - May be required of successful bidder
 Provide flat fee or percent of contract price on following page (BF/2)
Contingency Fund: \$10,000 – Shown on BF/2
 For unforeseen circumstances upon approval of Consultant
 Unused portion to be deducted from final contract amount
Roof System Manufacturer: Carlisle Syntec Systems
 Elevate (Firestone)
 Approved Equivalent (Submittal Required)
 Roofing Contractor must be an approved applicator



NEW ROOF SYSTEM

Type: Single Ply EPDM (Thermoset)
Thickness: 60 mil Non-reinforced
Attachment: Fully Adhered
Coverboard: Dens Deck Prime
Thickness: 1/4"
Attachment: Adhered
Insulation: Polyisocyanurate
Thickness: Tapered 1/4":12"
 2.6" min. Base Layer
Attachment: Adhered
Sheet Metal Items: Coping Caps, Counterflashing
Warranty: 20-Year Manufacturer – Total System Warranty
 2-Year Contractor – Workmanship Guarantee

*** Refer to Specifications for more detailed information regarding materials and procedures.

LUMP SUM PRICE

Base Bid: \$ 24,900.00
Contingency Fund: \$10,000
TOTAL: \$ 34,900.00

Manufacturer's Roofing System: Elevate

- NOTES:**
- Any unused portion of the Contingency Fund will be deducted from the final contract amount.
 - Pricing should include any anticipated work to raise/disconnect/reconnect roof top items.
 - Pricing should include all required permits from the local jurisdiction.

UNIT PRICING:	Wood Blocking	\$ <u>4.50</u>	12"x 4" ft
		\$ <u>6.50</u>	12"x 6" ft
		\$ <u>8.50</u>	12"x 12" ft
	1/2" CD-X Plywood – Parapets	\$ <u>65.00</u>	14' x 4'
	Additional Walkway Pads	\$ <u>65.00</u>	
	Performance Bond	\$ <u>250.00</u>	or 5 %

Addendum(s): #: 1 Date: October 25, 2024 Initials: _____

Contractor: Kaschak Roofing Inc.
Signature: [Signature] **Title:** Project Manager
Name: Nick Crayo **Date:** 10/11/2024



ROOFING CONTRACTOR'S REFERENCE LIST –**Comparable Projects Using the Same General Specified Roof System**

1. Project: Pre Qual
 Size: _____
 Location: _____
 Contact: _____
 Phone #: _____ Email: _____
2. Project: _____
 Size: _____
 Location: _____
 Contact: _____
 Phone #: _____ Email: _____
3. Project: _____
 Size: _____
 Location: _____
 Contact: _____
 Phone #: _____ Email: _____
4. Project: _____
 Size: _____
 Location: _____
 Contact: _____
 Phone #: _____ Email: _____
5. Project: _____
 Size: _____
 Location: _____
 Contact: _____
 Phone #: _____ Email: _____
6. Project: _____
 Size: _____
 Location: _____
 Contact: _____
 Phone #: _____ Email: _____
7. Project: _____
 Size: _____
 Location: _____
 Contact: _____
 Phone #: _____ Email: _____
8. Project: _____
 Size: _____
 Location: _____
 Contact: _____
 Phone #: _____ Email: _____



**ROOFING CONTRACTOR'S
SUBCONTRACTOR'S**TRADE: Sheet Metal

Name:

Address:

Phone #:

TRADE: Masonry

Name:

Address:

Phone #:

TRADE: HVAC

Name:

Address:

Phone #:

TRADE: Plumber

Name:

Address:

Phone #:

TRADE: Electrician

Name:

Address:

Phone #:

TRADE: Carpenter

Name:

Address:

Phone #:





AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

KASCHAK ROOFING, INC.
2301 W. PURDUE STREET
MILWAUKEE, WI 53209

SURETY:
(Name, legal status and principal place of business)

SWISS RE CORPORATE SOLUTIONS
AMERICA INSURANCE CORPORATION
1200 MAIN ST. SUITE 800
KANSAS CITY, MO 64105-2478

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:
(Name, legal status and address)

CITY OF NEW BERLIN
3805 S. CASPER DR.
NEW BERLIN, WI 53151

BOND AMOUNT:

Ten Percent of the Amount of the Attached Bid ——(10%)

PROJECT:
(Name, location or address, and Project number, if any)

Valley Pump House Roof Replacement
5155 Sunny Slope Road
New Berlin, WI

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **15th**

day of **October, 2024**

(Signature)

(Witness)

(Signature)

(Witness)

KASCHAK ROOFING, INC. *No Seal*

(Principal) *(Seal)*

(Title)
SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION

(Surety) *(Seal)*

(Title) **Lauren Bruns, Attorney-in-Fact**

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

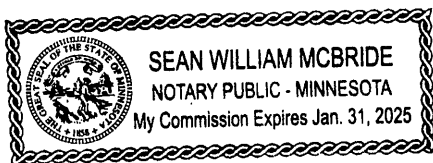
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ACKNOWLEDGMENT OF SURETY

State of Minnesota)

County of Anoka)

On this 15th day of October, 2024, before me personally appeared Lauren Bruns to me known, who, being by me duly sworn, did depose and say: that s/he resides at Cedar Falls, IA, that s/he is the Attorney-In-Fact of Swiss Re Corporate Solutions America Insurance Corporation, the corporation described in and which executed the annexed instrument; that s/he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that s/he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

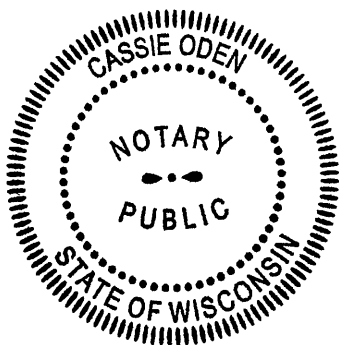


Sean William McBride
Notary Public

ACKNOWLEDGMENT OF CORPORATION

State of WI
County of Milwaukee

On this 15th day of October, 2024, before me personally appeared Jason Kaschak, to me known, who being by me first duly sworn, did depose and say that s/he resides in OSHKOSH, WI that s/he is the Owner of Kaschak Roofing, Inc. the corporation described in and which executed the foregoing instrument; that s/he knows the corporate seal of said corporation, that the corporate seal affixed to said instrument is such corporate seal, that it was so affixed by order and authority of the Board of directors of said corporation, and that s/he signed his/her name thereto by like order and authority.



Cassie Oden
Notary Public
My Commission expires 1/24/28

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
 SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
 WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

CARL GODZIEK, SEAN McBRIDE, SAMANTHA BODDICKER, LAUREN BRUNS, EMILI CAIN and JORDAN EDWARDS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 25TH day of SEPTEMBER, 20 23

State of Illinois
 County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
 Swiss Re Corporate Solutions Premier Insurance Corporation
 Westport Insurance Corporation

On this 25TH day of SEPTEMBER, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of October, 20 24.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



Roofing Consultants, Ltd.

Engineers, Architects & Building Envelope Specialists

1-800-549-0802

ADDENDUM TO GENERAL CONDITIONS

Addendum #: 1
Date: October 25, 2024
Project: City of New Berlin Utility Department
 Low-Slope Roof System Replacement
 Valley Pump House
 5155 S. Sunny Slope Road
 New Berlin, WI 53151

Incorporation of the City of New Berlin General Terms and Conditions of Service Conditions

This Addendum ("Addendum") is made and entered into as of [October 23, 2024] and shall amend and supplement the Construction Contract ("Contract") entered into by and between [Kaschak Roofing, Inc.], ("Contractor"), and [City of New Berlin], ("Owner"). The purpose of this Addendum is to incorporate the City of New Berlin's General Terms & Conditions of Service into the existing Contract, subject to the terms and conditions set forth below.

1. Incorporations of the City of New Berlin's General Terms & Conditions of Service

The Contractor and Owner agree that the City of New Berlin's General Terms & Conditions of Service ("City Terms") will now be part of the Contract. These City Terms must be followed for all work performed under this Contract, including any future changes or additions.

2. Coordination with RCL Engineering Group's General Conditions

It is further agreed that the City Terms shall work in conjunction with the General Conditions of the Contract as previously distributed and agreed upon by the parties ("RCL General Conditions"). In the event of any conflict, inconsistency, or ambiguity between the City Terms and the RCL General Conditions, the more stringent requirement of the two documents shall prevail and govern the execution of the work. The Contractor shall be responsible for adhering to whichever document imposes a higher standard or stricter requirement.

3. Compliance and Acknowledgement

The Contractor agrees to fully comply with both the City Terms and the RCL General Conditions. Failure to follow either, or the stricter of the two, will be considered a violation of the Contract.

4. Effect of Addendum

All other parts of the original Contract will remain in effect, except as modified by this Addendum. This Addendum, together with the original Contract, the RCL General Conditions, and the City Terms, will be considered the full agreement between the parties.

****Attached Documents**:**

For reference, the City Terms and the General Conditions of the Construction Contract are attached to this addendum. Please review these documents carefully and sign. Bid Form 2 must be dated and initialed.

These changes are effective immediately and apply to all ongoing and future projects under this agreement. All parties must acknowledge receipt and understanding of this addendum and the attached documents.

Thank you for your attention to these updates.

Sincerely,

Timothy Goehrke
Project Manager / Field Inspector

P.O. Box 1305, Waukesha, WI 53187
 825 N. Cass Ave., Suite 107, Westmont, IL 60559
 17295 Chesterfield Airport Rd., Suite 200, Chesterfield, MO 63005
 6259 Bury Dr., Eden Prairie, MN 55346
 9465 Counselors Row, Indianapolis, IN 46240
 Web Site: www.RCLeng.com

262-549-0802
 847-965-3366
 636-530-3663
 612-238-0802
 317-584-5440
 E-Mail:

Fax: 262-549-0776
 Fax: 847-965-9050
 Fax: 636-530-0596
 Fax: 612-238-0776
 Fax: 317-584-5483
 info@RCLeng.com

**CITY OF NEW BERLIN
GENERAL TERMS and CONDITIONS OF SERVICE**

1. Introduction. This document (hereinafter referred to as "Terms and Conditions") is hereby incorporated and *part* of the contract between the City of New Berlin (hereinafter referred to as "City") and the contractor identified below (hereinafter referred to as "Contractor"). These Terms and Conditions, along with the Scope of Services and any attachments thereto, shall constitute the entire contract for material, work and other goods and services, collectively referred as to the "Goods" between the City and the Contractor. It is expressly agreed that no statement, arrangement, warranty or understanding, oral or written, expressed or implied, will be recognized unless it is stated in or otherwise permitted by these Terms and Conditions, and the aforementioned Scope of Services. These Terms and Conditions are solely for the benefit of the City and the Contractor and are not intended for the benefit of any other party.

2. Proposal. The Contractor is solely responsible for, and shall have sole control of, construction methods, sequences and coordination of all work described in the Scope of Services, unless expressly stated to the contrary.

3. Services and/or Construction Materials. All materials and work shall be furnished in accordance with normal industry standards and practices. Contractor agrees to install or provide the services set forth in the Scope of Services in a good and workmanlike manner, in accordance with construction practices in the Milwaukee Metro area, using quality materials and products as identified in the Scope of Services.

4. Access to the Site. The City shall provide access to the Contractor to work in and on City property, and to provide utility services as may be agreed to the Scope of Services incorporated herein.

5. Storage of Materials. The storage of materials and storage of Contractor's equipment shall be the responsibility of the Contractor. The City agrees to maintain access for the Contractor at the project site and to keep the project site free from obstructions and conflicting work. The Contractor shall be responsible for obtaining builders risk insurance coverage and in general, for insuring the materials and work being provided hereunder.

6. Insurance. Contractor shall maintain workers compensation, automobile liability and commercial general liability insurance coverage with carriers licensed to do business in the State of Wisconsin and with such limits as the City may establish and require from time to time. Contractor shall furnish a Certificate of Insurance evidencing the types and amounts of coverage. Said coverage shall be on all occurrence basis and the limits identified in the general liability coverage shall be for this project and not the policy as a whole. Contractor agrees to require that the insurer list the City as an Additional Insured and to provide adequate evidence of said status through the liability insurance endorsement. Contractor shall further obtain an endorsement from the insurance carrier indicating that any material changes to the policy or any cancellation of the coverage subsequent to the issuance of the Certificate, and until the completion of the services hereunder, shall necessitate that the insurer provide not less than thirty (30) days notice to the City of said fact. Clauses such as that the insurer will endeavor to notify the City are unacceptable and will be rejected.

7. Independent Contractor. The parties warrant that no employer/employee relationship is established between the Contractor and the City by virtue of the terms of this contract. It is understood

Exhibit C

by the parties hereto that the Contractor is an independent contractor and as such, neither it nor its employees if any are employees of the City for purposes of tax, retirement system or social security withholding.

8. Records and Reports. Records relating to the performance of the services under this contract must be retained for seven (7) years after final disposition. However, if any litigation claim or audit has started before the expiration of the seven (7) year period, then records shall be retained for five (5) years after the litigation or audit is resolved.

9. Advertisements. Contractor shall not identify the City as a client or customer of the Contractor, or utilize the name of the City or its logo in any advertisements or other documents placed in the public domain without the express written consent of the City.

10. Changes. In the event that the parties determine that modifications to the terms of the providing of these goods or services are necessary, said change shall not be effective unless executed by authorized representatives of both parties.

11. Delay. Work shall be completed within the number of working days set forth in the contract or otherwise as soon as reasonably practicable unless delay occurs due to work stoppage, adverse weather conditions, labor disputes or modifications to the Terms and Conditions of the Contract.

12. Dispute. These Terms and Conditions shall be deemed to have been made and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms and Conditions or the project as a whole shall be venued in the Waukesha County Circuit Courts, Waukesha County, Wisconsin, unless the parties mutually agree to arbitration and/or mediation in place of civil litigation.

13. Limitation on Liability. The City's liability to the Contractor shall not exceed the sums paid by the City to the Contractor under this contract. In addition, to the extent that the Contractor seeks indemnification from the City, that indemnity shall be subject to the limitations set forth herein. No indemnity provided under any contract hereinunder shall be construed to be a waiver or estoppel of the City of New Berlin or its insureds' ability to rely upon the limitations, defenses and immunities contained within Wisconsin law, including, but not limited to those set forth in Wisconsin Statute §893.80, §895.52 and §345.05. To the extent indemnification is available and enforceable, the City of New Berlin or its insured shall not be liable in indemnity or contribution for any amount greater than the limits of liability for municipal claims established by Wisconsin in law. The City's obligations to indemnify hereunder are further subject to the availability limits of applicable insurance coverage. Under no circumstances shall the City be required to indemnify the Contractor for its own negligence or intentional conduct.

14. Modification and Assignability. This contract, including all documents incorporated by reference herein, may not be enlarged, modified or altered except upon written agreement signed by both parties. The Contractor may not subcontract or assign its rights, including rights to compensation, or terms of performance arising hereunder without the prior written consent of the City. Any subcontractor or assignee shall be bound by all of the terms and conditions of the contract, and will be required to enter into a written agreement with the City.

15. Termination of Contract. This contract may be terminated as follows:

A. *Termination for Convenience.* City may terminate this contract in whole or in part for the convenience of the City when the City determines that the continuation of the project is not in the best interests of the City. Contractor shall

Exhibit C

be entitled to payment for all of the services performed at the date of the termination, together with its direct costs of termination. Under no circumstances shall the Contractor be entitled to any penalty for the termination nor shall the Contractor be entitled to any payment for lost profits.

- B. *Termination for Cause.* If the City determines that the Contractor has failed to comply with any of the terms and conditions of the contract and the scope of services and related documents thereto, the City may give written notice to the Contractor of any such deficiency and in the event that the Contractor fails to cure said deficiency within ten (10) days of the notice of such failure, the City may, with no further notice, declare this contract to be terminated. Contractor will therefore be entitled to receive payment for those services performed at the date of termination, plus the amount of reasonable damages suffered by the City by reason of the Contractor's failure to comply *with* the terms of the contract. Under no circumstances shall the Contractor be entitled to any lost profits arising from the contract.

16. *Warranty.* Contractor warrants and guarantees to City that all materials and equipment and the work to be performed hereunder will be of good quality and free from faults and defects. This warranty shall cover materials for the manufacturer stated warranty period and workmanship for one (1) year from the date of substantial completion or as provided in the Scope of Services attached hereto, whichever is greater.

17. *Conflicts.* If there is any inconsistency between these Terms and Conditions and the Scope of Services or any attachments thereto, these Terms and Conditions shall apply.

18. *Protection of the Project Site.* Contractor agrees to post signage and to appropriately guard the area in which the contract work is being performed, and to take all other steps that may be necessary in accordance with requirements of OSHA and/or other governmental agencies with jurisdiction to ensure that the project site is maintained in a safe manner so as to prevent workers and passersby from entering the project site.

19. *Hold Harmless.* The contractor will defend and hold harmless the City as and against any claims, actions, demands or causes of action brought by a third party for damages or losses arising out of Contractor's performance of the work under these Terms and Conditions and the attached Scope of Services. 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.

20. *Indemnity.* The City shall not be liable for failure on the part of the Contractor or any other party performing under this contract in accordance with all applicable laws and regulations. Contractor waives any and all claims and recourse against the City including the right of contribution for loss of damage to persons or property arising out of or growing out of any way connected with or incident to the performance of this contract, except for liability arising out of the sole negligence of the City or its officers, agents or employees.

21. *Working Hours.* Unless specifically noted, all work included in this contract is to be performed during normal business hours, Monday through Friday. Work performed at any other time or on legal holidays must be specifically approved by the City.

Exhibit C

CITY:
City of New Berlin

CONTRACTOR:

[Insert Contactor Name]

By: _____

(Print Name & Title)

By: _____

(Print Name & Title)

GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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1. DEFINITIONS

Whenever used in these General Conditions of the Construction Contract ("General Conditions") or in the Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural and the male and female gender thereof.

Architect, Consultant, Engineer, Consultant or A/E: The term used to designate the Architect, Consultant and/or the Engineer that contracts with the Owner to provide the Architectural, Consulting and Engineering services for the Project. The Consultants are separate contractors and are not agents of the Owner. The term includes any associates or sub-consultants employed by the Consultant.

Beneficial Occupancy: The condition after Substantial Completion but prior to Final Completion of the Project at which time the Project, or portion thereof, is sufficiently complete and systems operational such that the Owner could occupy and utilize the space for its intended use. Guarantees and warranties applicable to that portion of the Work begin on the date the Owner accepts the Project, or a portion thereof, for such Beneficial Occupancy, unless otherwise specified in the Supplemental General Conditions or by separate agreement.

Change Order: A document issued on or after the effective date of the Contract Between Owner and Contractor which is agreed to by and signed by both the Contractor and the Owner, and which authorizes an addition, deletion or revision in the Work, including any adjustment in the Contract price and/or the Contract Completion Date. The term Change Order shall also include written orders to proceed issued pursuant to Section 31(a)(3). A Change Order, once signed by all parties, is incorporated into and becomes a part of the Contract.

Construction: The term used to include new construction, reconstruction, renovation, remediation, restoration, major repair, demolition and all similar work upon buildings and ancillary facilities, including any draining, dredging, excavation, grading or similar work upon real property.

Consultant: The term used to designate the consultant(s) retained by the Owner for specialty design and/or contract administration

Contract: The term "Contract" shall be interchangeable with the term "Contract Documents."

Contract Administrator: The Owner, or his representative, may appoint the Contract Administrator to provide site administration of the Contract. This shall include the coordination of all Work, the administration of all meetings and the flow of all paperwork, including Applications for Payment, specified by the Contract. The Scope of Authority of the Contract Administrator shall be detailed in a contract between the Owner and the Contract Administrator. A copy of this Scope shall be provided to the Contractor.

Contract Completion Date: The date by which the Work must be available to the Owner for inspection to determine whether the work has reached Substantial Completion, in accordance with Section 36(a). The Contract Completion Date is customarily established in the Notice To Proceed, based on the Time for Completion provided in the Contract Between Owner and Contractor. In some instances, however, the Contract contains a mandatory Contract Completion Date.

Contract Documents: The Contract Between Owner and Contractor signed by the Owner and the Contractor and any documents expressly incorporated therein. Such incorporated documents customarily include, but are not limited to, the bid submitted by the Contractor, these General Conditions, any Supplemental General Conditions, any Special Conditions, the plans and the specifications, and all modifications, including addenda and subsequent Change Orders.

Contract Price: The total compensation payable to the Contractor for performing the Work, subject to modification by Change Order.

Contractor: The person with whom the Owner has entered into a contractual agreement to do the Work.

Day(s): Calendar day(s) unless otherwise noted.



Exhibit C

Defective Work: Work determined to be nonconforming, deficient or defective by Consultant or Owner's Representative.

Drawing: A page or sheet of the Plans which presents a graphic representation, usually drawn to scale, showing the technical information, design, location, and dimensions of various elements of the Work. The graphic representations include, but are not limited to, plan views, elevations, transverse and longitudinal sections, large and small scale sections and details, isometrics, diagrams, schedules, tables and/or pictures.

Emergency: Any unforeseen situation, combination of circumstances, or a resulting state that poses imminent danger to health, life or property.

Fall Protection Plan: A plan developed by the Contractor or Subcontractor conforming to Federal, State and local codes to protect employees from falling and to protect the general public from falling objects. The Contract Administrator shall review the Fall Protection Plan. A copy of the Fall Protection Plan shall be maintained in the Job Log.

Final Completion Date: The date of the Owner's acceptance of the Work from the Contractor upon confirmation from the Consultant and the Contractor that the Work is totally complete in accordance with Section 36(b).

Field Directive: A written order, using an equivalent form, issued by a member of the Consultant which directs the Contractor to commence reviewing a change in design or amending an allowance incorporated in a Contract.

Field Order: A written order issued by a member of the Consultant which clarifies or explains the plans or specifications, or any portion or detail thereof, without changing the design, the Contract Price, the Time for Completion or the Contract Completion Date.

Float: The excess time included in a construction schedule to accommodate such items as inclement weather and associated delays, equipment failures, and other such unscheduled events. It is the contingency time associated with a path or chain of activities and represents the amount of time by which the early finish date of an activity may be delayed without delaying the overall completion of the Project. Any difference in time between the Contractor's approved early completion date and the Contract Completion Date shall be considered a part of the Project Float.

Float, Free: The time (in days) by which an activity may be delayed or lengthened without impacting upon the start day of any activity following in the chain.

Float, Total: The difference (in days) between the maximum time available within which to perform an activity and the duration of an activity. It represents the time by which an activity may be delayed or lengthened without impacting the Time for Completion or the Contract Completion Date.

Job Log: A log of all activities, submittals, meeting minutes, photographs, project documents, sign-in sheets, weather data, accident reports, Fall Protection Plans, Safety Plans, inspection reports, permits and project notes to be maintained by the contractor on site, two copies of which shall be provided to the Owner at project completion.

Notice: All written notices, including demands, orders, directives, instructions, claims, approvals and disapprovals, required or authorized under the Contract Documents. Any written notice by either party to the Contract shall be sufficiently given by any one or combination of the following, whichever shall first occur (1) delivered by hand to the last known business address of the person to whom the notice is due; (2) delivered by hand to the person's authorized agent, representative or officer wherever they may be found; or (3) enclosed in a postage prepaid envelope addressed to such last known business address and delivered to a United States Postal Service official or mailbox. Notice delivered via United States Postal Service shall be deemed effective 72 hours after the delivery to the United States Postal Service official or mailbox, or upon the actual receipt of the Notice, whichever occurs first. All Notices to the Owner should be directed to the Contract Administrator.



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If the Owner and the Contractor agree in writing that Notices transmitted by Facsimile (Fax) are acceptable for the Project, such Notice shall be transmitted to the Fax number listed in the agreement and shall have a designated space for the Fax Notice recipient to acknowledge his receipt by authorized signature and date. The Fax Notice with authorized signature acknowledging receipt shall be faxed back to the sender. The Faxed Notice shall be effective on the date it is acknowledged by authorized signature. All Faxed Notices shall also be sent by hard copy, which shall be effective upon delivery, as provided herein. Notice shall be effective upon the date of acknowledgment of the Faxed Notice or the date of delivery, whichever occurs first.

Notice to Proceed: A written notice, on an equivalent document, given by the Owner to the Contractor (with a copy to the Consultant) fixing the date on which the Contract time will commence for the Contractor to begin the prosecution of the Work in accordance with the requirements of the Contract Documents. The Notice to Proceed will customarily confirm the Contract Completion Date based upon the requirements of the Contract Between Owner and Contractor.

Owner: The persons with whom the Contractor has entered into a contractual agreement and for whom the Work or services is to be provided. The term "Owner," as used herein, shall also include the Owner's Representative, if the Owner appoints one. (See limitations of the Owner's Representative below.)

Owner's Representative: The Owner's Representative as used herein shall be the Owner's designated agent on the Project. The Owner's Representative shall be the person through whom the Owner generally conveys written decisions and notices. All notices due the Owner and all information required to be conveyed to the Owner shall be conveyed to the Owner's Representative. The scope of the Owner's Representative's authority is limited to that authorized by the Owner, who shall provide written information to the Contractor at the Pre-construction meeting defining those limits. In all instances within the limits of such scope, the Owner's Representative shall be considered a fully authorized agent of the Owner. Upon receipt of such scope, the Contractor shall be on notice that it cannot rely on any decisions of the Owner's Representative outside the scope of his authority. Nothing herein shall be construed to prevent the Owner from issuing any notice directly to the Contractor. The Owner may change the Owner's Representative from time to time and may, in the event that the Owner's Representative is absent, disabled or otherwise temporarily unable to fulfill his duties, appoint an interim Owner's Representative.

Person: This term includes any individual, corporation, partnership, association, company, business, trust, joint venture, or other legal entity.

Plans: The term used to describe the group or set of project-specific drawings which are included in the Contract Documents.

Project: The term used instead of the specific or proper assigned title of the entire undertaking which includes, but is not limited to, the Work described by the Contract Documents.

Project Observer: One or more persons employed by the Owner or Contract Administrator to inspect the Work on behalf of the Owner and to document and maintain records of activities at the Site to the extent required by the Owner. The Owner shall notify the Contractor in writing of the appointment of such Project Observer(s). The scope of the Project Observer's authority with respect to the Contractor is limited to that indicated in Section 13(e) and (f) and as supplemented by the Owner in writing to the Project Observer, which shall be copied to the Contractor.

Provide: Shall mean furnish and install ready for its intended use.

Safety Plan: A plan developed by the Contractor or Subcontractor in compliance with Federal, State and local codes to provide safe working conditions on site and to protect the general public from the ongoing work. The Contract Administrator shall review the Safety Plan. A copy of the Safety Plan shall be maintained in the Job Log.

Site: Shall mean the location at which the Work is performed or is to be performed.



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Specifications: That part of the Contract Documents containing the written administrative requirements and the technical descriptions of materials, equipment, construction systems, standards, and workmanship which describe the proposed Work in sufficient detail and provide sufficient information for the Building Official to determine code compliance and for the Contractor to perform the Work. (The General Conditions, any Supplemental General Conditions, various bidding information and instructions, and blank copies of various forms to be used during the execution of the Work shall be bound with the Specifications.)

Subcontractor: A person having a direct contract with the Contractor or with any other Subcontractor for the performance of the Work. Subcontractor includes any person who provides on-site labor but does not include any person who only furnishes or supplies materials for the Project Submittals: All shop, fabrication, setting and installation drawings, diagrams, illustrations, schedules, samples, and other data required by the Contract Documents which are specifically prepared by or for the Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by the Contractor to illustrate material or equipment conformance of some portion of the Work with the requirements of the Contract Documents.

Substantial Completion: The condition when the Owner agrees that the Work, or a specific portion thereof, is sufficiently complete, in accordance with the Contract Documents, so that it can be utilized by the Owner for the purposes for which it was intended. The Owner at its sole discretion may take Beneficial Occupancy at this time or choose to wait to occupy until after Final Completion is achieved.

Supplemental General Conditions: That part of the Contract Documents which amends or supplements the General Conditions.

Supplier: A manufacturer, fabricator, distributor, material man or vendor who provides material for the Project but does not provide on-site labor.

Time for Completion: The number of consecutive calendar days following the issuance of the Notice to Proceed which the Contractor has to substantially complete all Work required by the Contract. When the Notice to Proceed is issued, it states a Contract Completion Date, which has been set by the Owner based on the Time for Completion.

Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which are or have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Work: The services performed under this Contract including, but not limited to, furnishing labor, and furnishing and incorporating materials and equipment into the construction. The Work also includes the entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents.

2. CONTRACT DOCUMENTS

The Contract Between Owner and Contractor, the Workers' Compensation Certificate of Coverage, the Standard Performance Bond (when required), the Standard Labor and Material Payment Bond (when required), the Schedule of Values and Certificate for Payment, the Contractor's Certificate of Substantial Completion, and the Contractor's Certificate of Completion are forms incorporated in these General Conditions by reference and are made a part hereof to the same extent as though fully set forth herein. The Contractor must use them for their respective purposes.

- (a) All time limits stated in the Contract Documents, including but not limited to the Time for Completion of the Work, are of the essence of the Contract.



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- (b) The Contract Between Owner and Contractor shall be signed by the Owner and the Contractor in as many original counterparts as may be mutually agreed upon, each of which shall be considered an original.
- (c) Anything called for by one of the Contract Documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other Contract Documents shall have the intended effect. In the event of conflicts among the Contract Documents, the Contract Documents shall take precedence in the following order: the Supplemental General Conditions the Contract Between Owner and Contractor; the General Conditions, the Special Conditions; the specifications with attachments; and the plans.
- (d) If any provision of this Contract shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision.
- (e) All correspondence, invoices, memoranda, submittals and other documents related to this Project whether generated by the Owner, the Consultant and/or Consultant, the Contractor or others should be identified at the beginning of the document by the Project Number. Additional identification such as a job number, purchase order number or such may also be shown at the generator's option.

3. LAWS AND REGULATIONS

- (a) The Contractor shall comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work and shall give all notices required thereby.
- (b) This Contract and all other contracts and subcontracts are subject to the provisions of applicable laws within the jurisdiction of the Work relating to labor unions and the "right to work." The Contractor and its Subcontractors, whether residents or nonresidents of the jurisdiction, who perform any Work related to the Project shall comply with all of the said provisions.
- (c) IMMIGRATION REFORM AND CONTROL ACT OF 1986: By signing this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
- (d) The provisions of all rules and regulations governing safety in the jurisdiction of the Work shall apply to all Work under this Contract. Federal, State and local inspectors shall be granted access to the Work for inspection without first obtaining a search or administrative warrant
- (e) Building Permit: The Contractor shall be responsible for obtaining and paying for all permits required by the local building authority or such authority that has jurisdiction over the construction of the Work.
- (f) The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements in Subsections (a), (b), and (c) of Section 30 of these Short Form General Conditions with respect to each lower-tier Subcontractor and Supplier.
- (g) The Contractor, if not licensed as an asbestos abatement contractor within the jurisdiction of the work, shall have all asbestos-related Work performed by subcontractors who are duly licensed as asbestos contractors as appropriate for the Work required.



- (h) If the Contractor violates laws or regulations that govern the Project, the Contractor shall defend and indemnify the Owner against any fines and/or penalties that result from such violation. To the extent that such violation is the result of negligence or other actionable conduct of the Contractor, the Contractor shall indemnify and hold the Owner harmless against any third party claims, suits, awards, actions, causes of action or judgments, including but not limited to attorney's fees and costs incurred thereunder that result from such violation.

4. NONDISCRIMINATION

- (a) During the performance of this Contract, the Contractor agrees as follows:
 - (1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor will state that such Contractor is an equal opportunity employer.
 - (3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Contractor will include the provisions of the foregoing paragraphs (1), (2) and (3) in every subcontract or purchase order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each Subcontractor or vendor.

- (b) Where applicable, the Federal Americans with Disabilities Act shall apply to the Contractor and all Subcontractors.

5. PROHIBITION OF ALCOHOL AND OTHER DRUGS

- (a) The Contractor shall establish, maintain and enforce policies which prohibit the following acts by all Contractor, Subcontractor and Supplier personnel at the Site:
 - (1) The manufacture, distribution, dispensation, possession, or use of alcohol or other drugs, except possession and medically prescribed use of prescription drugs.
 - (2) The impairment of judgment or physical abilities due to the use of alcohol or other drugs, including impairment from prescription drugs.
- (b) The Contractor shall post a copy of the policy in a conspicuous place at the Site and assure that all Contractor, Subcontractor and Supplier personnel entering the Site are informed of and comply with the policy.
- (c) Smoking shall not be allowed on the work site. A designated smoking area is to be agreed upon at the pre-construction meeting.

6. TIME FOR COMPLETION

- (a) The Time for Completion shall be as established in the Contract Documents. The Work must be substantially completed by the Contract Completion Date. Unless otherwise specified in the Supplemental General Conditions, the Contractor shall achieve Final Completion within thirty (30) days after the date of Substantial Completion. Contractor has satisfied for itself, and agrees that the time for completion established herein is reasonable and achievable.



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- (b) The Time for Completion shall be stated in the Contract Between Owner and Contractor and shall become a binding part of the Contract upon which the Owner may rely in planning the use of the facilities to be constructed and for all other purposes. If the Contractor fails to substantially complete the Work within the Contract Completion Date, he shall be subject to payment of actual damages incurred by the Owner.
- (c) The Contractor, in submitting his bid, acknowledges that he has taken into consideration normal weather conditions. Normal weather does not mean statistically average weather, but rather means a range of weather patterns, which might be anticipated, based on weather data for the past ten (10) years, (i.e., conditions which are not extremely unusual). Normal weather conditions shall be determined from the public historical records available, such as the U.S. Department of Commerce, local Climatological Data Sheets, National Oceanic and Atmospheric Administration / Environmental Data and Information Service, National Climatic Center or National Weather Service. The data sheets to be used shall be those for the locality or localities closest to the site of the work. No additional compensation will be paid to the Contractor because of adverse weather conditions; however, an extension of time for abnormal weather will be considered by the Owner under the following conditions:
 - (1) The request for additional time shall be further substantiated by weather data collected during the period of delay at the Site. Said data must demonstrate that an actual departure from normal weather occurred at the Site during the dates in question.
 - (2) The extension requested must be accompanied by a bar graph schedule detailing the time required to complete the project.
 - (3) All of the evidence and data supporting the request (including both historical data and the recordings at the Site during the time of delay) must be furnished to the Owner before any consideration will be given to the request.
- (d) The Contractor represents and agrees that he has taken into account in his bid the requirements of the bid documents, local conditions, availability of materials, equipment, and labor, and any other factors which may affect the performance of the Work. The Contractor agrees and warrants that he will achieve Substantial Completion of the Work to allow the Owner to have Beneficial Occupancy by the Time for Completion or Contract Completion Date.
- (e) The Contractor agrees and warrants that he will achieve Final Completion of the Work (the entire completion of all Work, including "punch list" items), not later than thirty (30) days after achieving Substantial Completion.

7. CONDITIONS AT SITE

- (a) The Contractor shall have visited the Site prior to bidding and is totally responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site, and the character and extent of existing improvements and work within or adjacent to the Site. Claims, which result from the Contractor's failure to do so, will be deemed waived.
- (b) If, in the performance of the Contract, hidden physical conditions of a building being modified are exposed revealing unusual or materially different conditions from those ordinarily encountered or inherent in work of this nature, or if subsurface or latent conditions at the Site are found which are materially different from those frequently present in the locality or from those indicated in the Contract Documents, the Contractor must report such conditions to the Owner and to the Consultant before the conditions are disturbed. Upon such notice, or upon his own observation of such conditions, the Consultant shall promptly propose such changes in the Contract Documents as he finds necessary to conform to the different conditions.
- (c) If the Contractor, during the course of the Work, observes the existence of any material, which he knows, should know, or has reason to believe is hazardous to human health, the Contractor shall promptly notify the Owner. The Owner will provide the Contractor with instructions



regarding the disposition of the material. The Contractor shall not perform any Work involving the material or any Work causing the material to be less accessible prior to receipt of special instructions from the Owner.

8. SUBCONTRACTS

- (a) The Contractor shall, as soon as practicable after the signing of the Contract, notify the Owner and Consultant in writing of the names of all Subcontractors proposed for the principal parts of the Work and of such others as the Consultant may direct. Where the Scope of Work or specifications establish qualifications or criteria for Subcontractors, manufacturers, or individuals performing Work on the project, the Contractor shall be responsible for ascertaining that those proposed meet the criteria or qualifications. The Contractor shall not employ any Subcontractor that the Owner may, within a reasonable time, object to as unsuitable. Neither the Owner nor the Consultant shall direct the Contractor to contract with any particular Subcontractor unless provided in the Contract Documents.
- (b) The Owner may select a particular Subcontractor for a certain part of the Work and designate in the Contract Documents or Supplemental General Conditions that the Subcontractor shall be used for the part of the Work indicated and that the Subcontractor has agreed to perform the Work for the subcontract amount stipulated in writing. The Contractor shall include the stipulated amount plus his Contractor markups in the final Contract Sum. In such case, the Contractor shall be responsible for that Subcontractor and its work and the Subcontractor shall be responsible to the Contractor for its work just as if the Contractor had selected the Subcontractor.
- (c) The Owner shall, on request, furnish to any Subcontractor, if practicable, the amounts of payments made to the Contractor, the Schedule of Values and Requests for Payment submitted by the Contractor and any other documentation submitted by the Contractor which would tend to show what amounts are due and payable by the Contractor to the Subcontractor.
- (d) The Contractor shall be fully responsible to the Owner for all acts and omissions of his agents and employees and all succeeding tiers of Subcontractors and Suppliers performing or furnishing any of the Work. Nothing in the Contract Documents shall create any contractual relationship between Owner or Consultant and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of Owner or Consultant to pay for or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization, except as may otherwise be required by law.
- (e) The Contractor shall be fully responsible for his invitees at the Site and for those of his Subcontractors, Suppliers, and their employees, including any acts or omissions of such invitees. All invitees shall sign-in at the Job Log.
- (f) The Contractor agrees that he alone is responsible for all dealings with his Subcontractors and Suppliers, and their subcontractors, employees and invitees, including, but not limited to, the Subcontractors' or Suppliers' claims, demands, actions, disputes and similar matters unless specifically provided otherwise by the Contract or by statute.
- (g) Contingent Assignment of Subcontracts. Each subcontract, purchase order or agreement for a portion of the work is assigned by the Contractor to the Owner provided that: (i) assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 34, and only for those subcontracts, purchase orders or similar agreements which the Owner accepts by notifying the Subcontractor(s) and Contractor in writing; and, (ii) this assignment includes, without limitations, the Contractor's rights under the Subcontractor's bonds, if any; provided (iii) the assignment is subject to prior rights of the surety, if any, that is obligated under the bond relating to the Contract.



9. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

- (a) The Contractor shall not commence Work under this Contract until he has obtained all the insurance required hereunder from an insurer authorized to do business in the jurisdiction of the Work and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until the same types of insurance in an appropriate amount have been obtained by the Subcontractor and approved by the Contractor. Approval of insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder. Prior to commencement of the Work, Contractor shall deliver to Owner a certificate of insurance evidencing all of the following coverages and naming Owner and its officers, board members, employees and agents as additional insured's. All insurance shall be occurrence based; claims-made policies are not permitted.
- (b) The Contractor shall take out and shall maintain at all times during the performance of the Work Workers' Compensation and Employers' Liability Insurance for all of his employees engaged in the Work in an amount not less than the minimum required by the State in which the Work is performed, and, in case any of the Work is sublet, the Contractor shall require each Subcontractor similarly to provide Workers' Compensation and Employers' Liability Insurance for all of the latter's employees to be engaged in the Work. The Contractor shall submit on the form provided by the Owner a Certificate of Coverage verifying Workers' Compensation coverage prior to award of the Contract. The Contractor shall likewise obtain a Certificate of Coverage for Workers' Compensation coverage from each Subcontractor prior to awarding the subcontract and shall provide a copy to the Owner.
- (c) During the performance of the Work under this Contract, the Contractor shall maintain commercial general liability insurance to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability, and Personal Injury Liability, which shall insure him against claims of personal injury, including death, as well as against claims for property damage which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of general liability insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined limit. The Owner, its officers, employees and agents, shall be named as an additional insured with respect to the Work being procured.
- (d) During the performance of the Work under this Contract, the Contractor shall maintain automobile liability insurance which shall insure him against claims of personal injury, including death, as well as against claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of automobile insurance shall be not less than \$1,000,000 combined limit for bodily injury and property damage per occurrence.
- (e) The Asbestos Contractor or Subcontractor, as the case may be, shall provide occurrence-based liability insurance with asbestos coverages in an amount not less than \$1,000,000 and shall name the following as additional insureds: The Owner; all members of the Consultant (if not the Asbestos Project Designer); and the Contractor (where the asbestos work is being performed by the Asbestos Subcontractor).
- (f) Contingent Assignment of Subcontracts. Each subcontract, purchase order or agreement for a portion of the work is assigned by the Contractor to the Owner provided that: (i) assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 34, and only for those subcontracts, purchase orders or similar agreements which the Owner accepts by notifying the subcontractor (s) and Contractor in writing; and, (ii) this assignment includes, without limitations, the Contractor's rights under the subcontractor's bonds, if any; provided (iii) the assignment is subject to prior rights of the surety, if any, that is obligated under the bond relating to the Contract.



10. TAXES AND FEES

The Contractor shall pay all applicable Federal, State, and local taxes and fees applicable to the project. The Contractor shall identify in the bid all taxes and fees included in the contract amount and those taxes and fees that shall be added to the contract amount. Any tax or fee not identified as an addition to the contract amount shall be assumed to be included in the contract amount.

11. PATENTS

The Contractor shall obtain all licenses necessary to use any invention, article, appliance, process or technique of whatever kind used in the performance of the Contract and shall pay all royalties and license fees. The Contractor shall hold the Owner, its officers, agents and employees harmless against any loss or liability for or on account of the infringement of any patent rights in connection with any invention, process, technique, article or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless such invention, process, technique, article or appliance is specifically named in the specifications or plans as acceptable for use in carrying out the Work. If, before using any invention, process, technique, article or appliance specifically named in the specifications or plans as acceptable for use in carrying out the Work, the Contractor has or acquires information that the same is covered by letters of patent making it necessary to secure the permission of the patentee, or other, for the use of the same, he shall promptly advise the Owner and the Consultant. The Owner may direct that some other invention, process, technique, article or appliance be used. Should the Contractor have reason to believe that the invention, process, technique, article or appliance so specified is an infringement of a patent, and fail to inform the Owner and the Consultant, he shall be responsible for any loss or liability due to the infringement.

12. CONSULTANT STATUS

- (a) The Consultant shall have authority to endeavor to secure the faithful performance by Owner and Contractor of the Work under the Contract. The Consultant shall review the Contractor's Submittals for conformance to the requirements of the Contract Documents and return copies to the Contractor with appropriate notations. He shall interpret the requirements of the plans and specifications and issue Field Orders and Directives to the Contractor as may be required. He shall recommend to the Owner suspension of the Work (in whole or in part) whenever such suspension may be necessary to ensure the proper execution of the Contract. He shall have authority to reject, in writing, Work, including material, installation or workmanship, which does not conform to the requirements of the plans and specifications. He shall determine the progress and quality of the Work, subject to the right of the Owner to make an overriding decision to the contrary. Upon request by the Contractor, the Consultant shall confirm, in writing within seven (7) days, any oral order or determination made by him.
- (b) The Consultant shall have no authority to approve or order changes in the Work which alters the design concept or which call for an extension of time or a change in the Contract Price.
- (c) Although the Owner is bound by the terms of the Contract with the Contractor, including the plans and specifications, the Owner shall have the right, but not the duty, to countermand any decision of the Consultant and to follow or reject the advice of the Consultant, including but not limited to, acceptance of the Work, as it deems best. In those instances where the Consultant has been given authority to act, the Consultant shall promptly do so, but in the case of disagreement between the Consultant and the Owner, the decision of the Owner shall be final. The Contractor shall not be bound by any determination, interpretation, or decision of the Consultant if it is later determined that the same is not in accord with the Contract Documents. The party taking issue with the determination, interpretation or decision of the Consultant shall give the other party written notice of such fact within ten (10) days after the determination, interpretation or decision is communicated by the Consultant. In the actual performance of the



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Work, however, the Contractor shall, in the first instance, proceed in accordance with instructions given by the Consultant unless the Owner and the Contractor mutually agree that the Contractor will proceed otherwise.

- (d) All orders from the Owner to the Contractor shall be transmitted through the Consultant.
- (e) The Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures (other than those expressly specified in Contract Documents), or for safety and fall protection precautions and programs in connection with the Work, and they shall not be responsible for the Contractor's failure to carry out the Contractor's own responsibilities.
- (f) The provisions of this section are included as information only to describe the relationship between the Owner, Consultant, and Contractor. No failure of the Consultant to act in accordance with this section shall relieve the Contractor from his obligations under the Contract or create any rights in favor of the Contractor.

13. INSPECTION/OBSERVATION

- (a) All material and workmanship shall be subject to observation, examination and testing by the Owner, the Owner's Representative, the Consultant, the Project Observer, authorized inspectors and authorized independent testing entities at any and all times during manufacture and construction. The Consultant and the Owner shall have authority to reject defective material and workmanship and require its correction. Defective workmanship shall be satisfactorily corrected and defective material shall be satisfactorily replaced with proper material without charge therefore, and the Contractor shall promptly segregate and remove the defective material from the Site. If the Contractor fails to proceed at within a reasonable time with replacement of defective material and/or the correction of defective workmanship, the Owner may, after 7 days notice with opportunity to cure, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the Contractor, or may, after 7 days notice with the opportunity to cure terminate the right of the Contractor to proceed as provided in Section 34 of these General Conditions, the Contractor being liable for any damage to the same extent as provided in Section 34 for termination thereunder.
- (b) Site inspections, tests conducted on Site or tests of materials gathered on Site, which the Contract requires to be performed by independent testing entities shall be contracted and paid for by the Owner. The Contractor shall promptly furnish, without additional charge, all reasonable facilities, labor and materials necessary and convenient for making such tests. Except as provided in (d) below, whenever such examination and testing finds defective materials, equipment or workmanship, the Contractor shall reimburse the Owner for the cost of re-examination and retesting. Although conducted by independent testing entities, the Owner will not contract and pay for tests or certifications of materials, manufactured products or assemblies which the Contract, codes standards, etc., require to be tested and/or certified for compliance with industry standards such as Underwriters Laboratories, Factory Mutual or current ASTM protocols. If fees are charged for such tests and Certifications, they shall be paid by the Contractor. The Contractor shall also pay for all inspections, tests, and certifications which the Contract specifically requires him to perform or to pay, together with any inspections and tests which he chooses to perform for his own purposes, but are not required by the Contract.
- (c) Where Work is found to be related to or dependent on Defective Work, the Contractor shall stop such related or dependent Work until the Defective Work or deficiency is corrected or an alternative solution is presented that is satisfactory to the Owner. Where Work is rejected because of defective material or workmanship, the Contractor shall stop like Work in other areas or locations on the Project until the matter is resolved and the Owner has approved corrective measures.



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- (d) The Project Observer has the authority to recommend to the Consultant and the Owner that the Work be suspended when in his judgment the Contract Documents are not being followed. Any such suspension shall be continued only until the matter in question is resolved to the satisfaction of the Owner. The cost of any such Work stoppage shall be borne by the Contractor unless it is later determined that no fault existed in the Contractor's Work.
- (e) The Project Observer has the right and the authority to:
 - (1) Observe all construction materials, equipment, and supplies for quality and for compliance with the Contract Documents and/or approved shop drawings and Submittals.
 - (2) Observe workmanship for compliance with the standards described in the Contract Documents.
 - (3) Observe and report on all tests and inspections performed by the Contractor.
 - (4) Recommend to the Owner's Representative rejection of Work which does not conform to requirements of the Contract Documents.
 - (5) Keep a record of construction activities, tests, inspections, and reports and append these to the Contractor's Job Log.
 - (6) Attend all joint site construction meetings and inspections held by the Owner and/or the Consultant with the Contractor.
 - (7) Check materials and equipment, together with documentation related thereto, delivered for conformance with approved Submittals and the Contract.
 - (8) Check installations for proper workmanship and conformance with shop drawing and installation instructions and report the findings to the Owner's Representative.
 - (9) Assist in the review and verification of the Schedule of Values and Certificate for Payment, submitted by the Contractor each month.
 - (10) Do all things for or on behalf of the Owner as the Owner may subsequently direct in writing.
- (f) The Project Observer has no authority to:
 - (1) authorize deviations from the Contract Documents,
 - (2) enter into the area of responsibility of the Contractor's superintendent,
 - (3) issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures, or in regard to safety precautions and programs in connection with the Work,
 - (4) authorize or suggest that the Owner occupy the Project, in whole or in part,
 - (5) issue a certificate for payment, or
 - (6) institute any safety or fall protection procedures.
- (g) The duties of the Project Observer are for the benefit of the Owner only and not for the Contractor. The Contractor may not rely upon any act, statement, or failure to act on the part of the Project Observer, nor shall the failure of the Project Observer to properly perform his duties



in any way excuse Defective Work or otherwise improper performance of the Contract by the Contractor.

14. SUPERINTENDENCE BY CONTRACTOR

- (a) The Contractor shall have a competent foreman or superintendent, satisfactory to the Consultant and the Owner, on the Site at all times during the progress of the Work. The superintendent or foreman shall be familiar with and be able to read and understand the plans and specifications, and be capable of communicating orally and in writing with the Owner's inspectors and the Contractor's workers. The Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, for coordinating all portions of the Work under the Contract except where otherwise specified in the Contract Documents, and for all safety and worker health programs and practices. The Contractor shall notify the Owner and Consultant, in writing, of any proposed change in superintendent, including the reason therefore, prior to making such change. Contractor shall make a change in its Superintendent only upon approval by Consultant and Owner.
- (b) The Contractor shall, at all times, enforce strict discipline and good order among the workers on the Project, and shall not employ on the Work, or contract with, any unfit person, anyone not skilled in the Work assigned to him, or anyone who will not work in harmony with those employed by the Contractor, the Subcontractors, the Owner or the Owner's separate contractors and their subcontractors.
- (c) The Owner may, in writing, require the Contractor to remove from the Site any employee or Subcontractor's employee the Owner deems to be incompetent, careless, not working in harmony with others on the Site, or otherwise objectionable, but the Owner shall have no obligation to do so.

15. CONSTRUCTION SUPERVISION, METHODS AND PROCEDURES

- (a) The Contractor shall be solely responsible for supervising and directing 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. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and for coordinating all portions of the Work under the Contract, except where otherwise specified in the Contract Documents. However, the Contractor shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract. The Contractor is solely responsible to the Owner that the finished Work complies with the Contract Documents.

The Contractor shall be solely responsible for health and safety precautions and programs for workers and others in connection with the Work. No inspection by, knowledge on the part of, or acquiescence by the Consultant, the Project Observer, the Owner, the Owner's employees and agents, or any other entity whatever shall relieve the Contractor from its sole responsibility for compliance with the requirements of the Contract or its sole responsibility for health and safety programs and precautions.

- (b) The Contractor shall develop and implement a written Fall Protection work plan including each area of the work place where the employees are assigned and where fall hazards greater than 6 feet, or otherwise defined in applicable safety regulations, exist. The Fall Protection Plan shall:
 - (1) Identify all fall hazards in the work area.
 - (2) Describe the correct procedures for the assembly, maintenance, inspection, and disassembly of the fall protection system to be used.



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- (3) Describe the correct procedures for the handling, storage, and securing of tools and materials.
 - (4) Describe the method of providing overhead protection for workers who may be in, or pass through, the area below the work site.
 - (5) Describe the method for prompt, safe removal of injured workers.
- (c) Prior to permitting employees into areas where fall hazards exist the Contractor shall:
- (1) Ensure that employees are trained and instructed in the items described above.
 - (2) Inspect fall protection devices and systems to ensure compliance with local, state and federal requirements applicable to the project.
- (d) Training of employees:
- (1) The Contractor shall ensure that employees are trained for the relevant job designation. Training shall be documented and shall be available on the job site.
 - (2) "Retraining." When the Contractor has reason to believe that any affected employee who has already been trained does not have the understanding and skill required by Section 15 (b) of this document, the Contractor shall retrain each such employee. Circumstances where retraining is required include, but are not limited to, situations where:
 - Changes in the workplace render previous training obsolete.
 - Changes in the type of fall protection systems or equipment to be used render previous training obsolete.
 - Inadequacies in an affected employee's knowledge or use of fall protection systems or equipment indicate that the employee has not retained the requisite understanding or skill.
- (e) If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, the Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Consultant, subject to the Owner's right to disapprove.

16. SCHEDULE OF THE WORK

- (a) **General:** The Contractor is responsible for the scheduling and sequencing of the Work, for coordinating the Work, for monitoring the progress of the Work, and for taking appropriate action to keep the Work on schedule. Extensions of time pursuant to Sections 31, 32, and 35, damages for delay, and all other matters between the Owner and the Contractor will be determined using the contractually required Substantial Completion date, not an early Contract Completion.

Within a reasonable time after the Contractor signs the Contract Between Owner and Contractor, unless otherwise extended by the Owner at the time of the signing, the Contractor shall prepare and submit to the Owner, with a copy to the Consultant, a preliminary bar graph schedule for accomplishing the Work based upon the Time for Completion stated in the Contract. The preliminary bar graph schedule shall be in sufficient detail to show the sequencing of the various trades for each floor level, wing or work area. The Owner will notify



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the Contractor of its acceptance of or objections to the preliminary schedule within seven (7) days of receipt by the Owner.

The Owner's failure to reject or its acceptance of any schedule, graph, chart, updated schedule, plan of action, etc., shall not constitute a representation or warranty by the Owner, including but not limited to a representation or warranty that the schedule is feasible or practical nor shall any such acceptance or failure to reject relieve the Contractor from sole responsibility for completing the Work within the time allowed.

No progress payments will be payable to the Contractor until after it has submitted a preliminary schedule which is acceptable to the Owner and which is compliance with the Contract Completion Date. Nor shall subsequent progress payments be payable to the Contractor unless and until he maintains the monthly bar graphs or status reports required by Section 16(c) herein or unless and until he provides any recovery schedule pursuant to Section 16(d) herein.

Failure to provide a satisfactory preliminary or fully complete Project Schedule within the time limits stated above shall be a breach of contract for which the Owner may terminate the Contract in the manner provided in Section 34 of these General Conditions.

- (b) **Bar Graph Schedule:** Where a bar graph schedule is required, it shall be time-scaled in weekly increments, shall indicate the estimated starting and completion dates for each major element of the Work by trade and by area, level, or zone, and shall schedule dates for all salient features, including but not limited to the placing of orders for materials, submission of shop drawings and other Submittals for approval, approval of shop drawings by Consultant, the manufacture and delivery of material, the testing and the installation of materials, supplies and equipment, and all Work activities to be performed by the Contractor.

The Contractor shall allow sufficient time in his schedule for the Consultant to conduct whatever associated reviews or inspections as may be required under the Consultant's contract with the Owner. If the Consultant and the Contractor are unable to agree as to what constitutes sufficient time, the Owner shall determine the appropriate duration for such Consultant activities. Each Work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

It is the Contractor's responsibility to submit a schedule that shows Substantial Completion of the Work by the Contract Time for Completion or the Contract Completion Date and any interim deadlines established by the Contract.

A copy of the Bar Graph Schedule shall be maintained in the Job Log. The bar graph schedule shall include required relocation dates for the occupants of each unit, as applicable. Contractor shall perform its Work in a manner that minimizes the need for and length of time for temporary relocations by Unit Owners. Contractor shall perform its Work in substantial adherence to such relocation schedule as approved by Owner. Contractor shall schedule its work with the Construction Administrator to coordinate relocation schedules.

- (c) **Monthly Project Reports:** The Contractor shall review progress not less than each month, but as often as necessary to properly manage the Project and stay on schedule. The Contractor shall collect and preserve information on Change Orders, including extensions of time. The Contractor shall evaluate this information and update the latest accepted schedule as often as necessary to finish within the Contract Time for Completion or before the Contract Completion Date. The Contractor shall submit to the Consultant along with his monthly request for payment a copy of the bar graph schedule annotated to show the current progress. The bar graph schedule submitted with each periodic request for payment shall show the Work completed to date in comparison with the Work scheduled for completion, including but not limited to the dates for the beginning and completion of the placing of orders; and the installation of materials. The form shall be approved by the Consultant and the Owner; however, a bar graph marked, colored or annotated to reflect the above will usually satisfy this requirement. If any elements of



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the Work are behind schedule, regardless of whether they may prevent the Work from being completed on time, the Contractor must indicate in writing in the report what measures he is taking and plans to take to bring each such element back on schedule and to ensure that the Time for Completion or Contract Completion Date is not exceeded. Copies of all documents shall be maintained in the Job Log.

- (d) **Progress Delay:** Should any of the following conditions exist, the Owner may require the Contractor to prepare, at no extra cost to the Owner, a plan of action and a recovery schedule for completing the Work by the Contract Time for Completion or the Contract Completion Date:

- (1) The Contractor's monthly progress report indicates delays that are, in the opinion of the Consultant or the Owner, of sufficient magnitude that the Contractor's ability to complete the Work by the scheduled Time for Completion or the Contract Completion Date is brought into question.
- (2) The Contractor desires to make changes in the logic (sequencing of Work) or the planned duration of future activities of the Schedule, which, in the opinion of the Consultant or the Owner, are of a major nature.

The plan of action and recovery schedule, when required, shall explain and display how the Contractor intends to regain compliance with its schedule.

The plan of action, when required, shall be submitted to the Owner for review within two (2) business days of the Contractor receiving the Owner's written demand. The recovery schedule, when required, shall be submitted to the Owner within five (5) calendar days of the Contractor's receiving the Owner's written demand.

17. SCHEDULE OF VALUES AND CERTIFICATE FOR PAYMENT

- (a) Before submittal of the first partial payment request under the Contract, the Contractor shall prepare for review and approval of the Consultant and the Owner, a schedule of the estimated values listed by trades or by specification sections of the Work, totaling the Contract Price. Where the total project has multiple parts or phases, the Contractor shall prepare appropriate schedules of values to facilitate reviews and justifications for payments.
- (b) All requests for payment shall be made on the Schedule of Values and Certificate for Payment or other pre-approved form. Succeeding pages may be on and continuation sheets or a computerized spreadsheet which is in the same format and which contains the same information. Where a computerized spreadsheet is used, one copy of the entire Schedule of Values shall be provided to the Owner via an agreed format of electronic media in a spreadsheet format with the initial request for payment.
- (c) If the Contractor requests, or intends to request, payment for materials stored in an approved and secure manner, the Schedule of Values must indicate the amount for labor and the amount for materials, and in a supplement thereto must include an itemized list of materials for that trade or Work section. The material breakdown shall be in sufficient detail to allow verification of the quantities required for the project, the quantities delivered, the Work completed, and the quantities stored on or off site. No payment shall be made for offsite materials.
- (d) Every submitted Schedule of Values and Certificate for Payment shall have the "Value of Work Completed" portion completed, the Contractor's certification completed and signed, and the appropriate substantiating material attached. Such substantiating material includes, but is not limited to, invoices for materials, delivery tickets, time sheets, payroll records, daily job logs/records, and similar materials which, in the opinion of the Owner and the Consultant, are necessary or sufficient to justify payment of the amount requested.



- (e) Should Work included in previous submittals, and for which payment has been made, subsequently be identified, by tests, inspection, or other means, as not acceptable or not conforming to Contract requirements, the "Value of Work Completed" portion of the first submitted after such identification shall be modified to reduce the "completed" value of that Work by deleting the value of that which has been identified as not acceptable or nonconforming.

18. ACCESS TO WORK

The Consultant, the Owner, the Contract Administrator, the Owner's observers and other testing personnel, inspectors from State and local agencies, and others authorized by the Owner, shall have access to the Work at all times. The Contractor shall provide proper facilities for access and inspection. All parties visiting the site shall sign in at the Job Log.

19. PLANS AND SPECIFICATIONS

- (a) The general character and scope of the Work are illustrated by the plans and the specifications. If the Contractor deems additional detail or information to be needed, he may request the same in writing from the Consultant to clarify intent conveyed in the Scope of Work or plans and specifications. His request shall precisely state the detail or information needed and shall explain why it is needed. The Contractor shall also indicate a date when the requested information is required. The Consultant shall provide by Field Order such further detail and information as is necessary by the date required so long as the date indicated is reasonable. Any additional drawings and instructions supplied to the Contractor shall be consistent with the Contract Documents, shall be true developments thereof, and shall be so prepared that they can be reasonably interpreted as a part thereof. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.
- (b) Contractor shall perform a review of the Contract documents and identify any conflicts, errors, and discrepancies such as to avoid delays to the work. If the Contractor finds a conflict, error, or other discrepancy in the plans or specifications, he shall notify the Consultant in writing as soon as reasonably possible, but before proceeding with the affected Work. The Consultant shall issue a clarification by Field Order to the Contractor stating the correct requirements. If the Contractor deems the Field Order requires additional Work, he shall notify the Consultant of such prior to proceeding with that Work and he shall submit a request for Change Order along with a detailed substantiating cost proposal through the Consultant to the Owner within ten (10) calendar days.
- (c) In case of differences between small and large-scale drawings, the large-scale drawings shall govern. Where on any of the drawings a portion of the Work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the Work.
- (d) Where the word "similar" appears on the drawings or Scope of Work, it shall be interpreted in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection with other parts of the Work.
- (e) The specifications are divided into several parts, or sections, for convenience only, since the entire specifications must be considered as a whole. The divisions of the specifications are not intended to control the Contractor in dividing the Work among Subcontractors or to limit the Work performed by any trade. The Contractor shall be solely responsible for the coordination of the trades, Subcontractors and vendors engaged in the Work.
- (f) Measurements or dimensions shown on the drawings for Site features, utilities and structures shall be verified at the Site by the Contractor. The Contractor shall not scale measurements or dimensions from the drawings. If there are discrepancies, the Consultant shall be consulted. If



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new Work is to connect to, match with or be provided in existing Work, the Contractor shall verify the actual existing conditions and necessary dimensions prior to ordering or fabrication.

20. SUBMITTALS

- (a) The Contractor shall submit a listing of all Submittals required by the Consultant or which the Contractor identifies as necessary, fixing the dates for the submission of shop or setting drawings, samples and product data. The listing shall be in a format acceptable to the Consultant. The Contractor shall identify all Submittals with the Project Code Number as established by the Owner and the Contract Administrator.
- (b) Submittals shall be forwarded to the Consultant for approval if required by the specifications or Scope of Work or if requested by the Consultant or the Owner. No part of the Work dealt with by a Submittal shall be fabricated by the Contractor, save at his own risk, until such approval has been given.
- (c) Submittals shall be accompanied by a letter of transmittal which shall list the Project Number, the Submittals included, the specification section number applicable to each, and the date shown on each Submittal. Submittals shall be complete in every respect and bound in sets. Each Submittal shall be clearly marked to show each item, component and/or optional feature proposed to be incorporated into the Project and cross-referenced to the plans or specifications as needed to identify the use for which the item or component is intended.
- (d) The Contractor shall check the Submittals for compliance with the requirements of the Contract Documents. The Contractor shall clearly note in writing any and all items which deviate from the requirements of the Contract Documents. Reasons for deviation shall be included with the Submittal. The Contractor shall be solely responsible for checking all dimensions and coordinating all materials and trades to ensure that the components or products proposed, individually or in combination, will fit in the space available and that they will be compatible with other components or products provided.
- (e) The Contractor shall forward all Submittals sufficiently in advance of construction requirements to allow reasonable time for checking, correcting, resubmitting and rechecking so as not to delay the work.
- (f) If a Submittal indicates a departure from the Contract requirements, the Consultant may reject the Submittal or, if he deems it to have merit, may recommend it to the Owner, who shall approve or reject it as the Owner, in its sole discretion, sees fit. The departure from the Contract requirements shall be further authorized by a Change Order, if a reduction or increase in the Contract Price is appropriate. Approval of a submittal shall not be deemed a Change Order or approval of any deviation from the Contract Documents, unless the deviation is specifically identified in the submittal and is specifically authorized in writing as an approved deviation by the Consultant and Owner's Representative.
- (g) The Work shall be in accordance with approved Submittals and the Contract Documents. Approval of the Contractor's Submittals by the Consultant does not relieve the Contractor from responsibility of complying with the Contract and all drawings and specifications, except as changed by Change Order.
- (h) Additional Submittal requirements are shown in the specifications.

21. FEES, SERVICES AND FACILITIES

- (a) The Contractor shall obtain all permits, and pay for all fees and charges necessary for temporary access and public right-of-way blockage or use, for temporary connections to utilities and for the use of property (other than the Site) for storage of materials and other purposes



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unless otherwise specifically stated in the Contract Documents. However, the Owner accepts all responsibility for any delays in obtaining permits not the sole fault of the contractor, including but not limited to delays caused by the issuing agency. The Owner shall reimburse the Contractor for Building Permits as a direct expense reimbursement upon presentation of the permit receipt(s).

- (b) It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor, either directly or through his Subcontractors, shall provide and pay for all material, labor, tools, equipment, water, light, power, telephone and other services or facilities of any nature whatsoever necessary to execute the Work completely and deliver the Work within the Contract Time for Completion or before the Contract Completion Date.

22. EQUALS

- (a) **Substitute materials, equipment or assemblies:** The Contractor may propose to substitute a material, product, equipment, or assembly which deviates from the requirements of the Contract Documents but which the Contractor deems will perform the same function and have equal capabilities, service life, economy of operations, and suitability for the intended purpose. The proposal must include any cost differentials proposed. The Owner will have the Consultant provide an initial evaluation of such proposed substitutes and provide a recommendation on acceptability and indicate the Consultant's redesign fee to incorporate the substitution in the design. If the proposed substitute is acceptable to the Owner, a Substitution Request Approval form will be issued to all known bidders prior to bid, or a Change Order will be proposed to the Contractor to accept the substitute and to deduct the cost of the Consultant redesign fee and the proposed cost savings from the Contract Price. The Owner shall have the right to limit or reject substitutions at its sole discretion.
- (b) The Contractor shall be responsible for making all changes in the Work necessary to adapt and accommodate any equal or substitute product which it uses. The necessary changes shall be made at the Contractor's expense.
- (c) The Scope of Work or Specification documents shall address timing of submission for alternates or substitutes, including response time to Contractor requests. Notwithstanding such letter, other than substitutions through Change Directives issued by Consultant, Contractor itself warrants that such components shall be compatible and further warrants (and shall procure manufacturers' warranties for) all substitutions to the same extent as the required warranty for the original item.

The Contractor shall be responsible for review and confirming compatibility of all components in the event of a substitution. Letters from the relevant material Suppliers confirming compatibility shall be sufficient evidence of compatibility.

23. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the Work shall be purchased by the Contractor, or by any Subcontractor or Supplier, subject to any security interest, installment or sales contract or any other agreement or lien by which an interest is retained by the seller or is given to a secured party. The Contractor warrants that he has clear and good title to all materials and supplies which he uses in the Work or for which he accepts payment in whole or in part.

24. STANDARDS FOR MATERIALS INSTALLATION & WORKMANSHIP

- (a) Unless otherwise specifically provided in the Contract, all equipment, material, and accessories incorporated in the Work are to be new.
- (b) Unless specifically approved by the Owner or required by the Contract, the Contractor shall not incorporate into the Work any materials containing asbestos or any material known by the



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industry to be hazardous to the health of building construction workers, maintenance workers, or occupants. If the Contractor becomes aware that a material required by the Contract contains asbestos or other hazardous materials, he shall notify the Owner and the Consultant immediately and shall take no further steps to acquire or install any such material without first obtaining Owner approval.

- (c) All workmanship shall be of the highest quality found in the building industry in every respect. All items of Work shall be done by craftsmen or tradesmen skilled in the particular task or activity to which they are assigned. **In the acceptance or rejection of Work, no allowance will be made for lack of skill on the part of workmen.** Poor or inferior workmanship (as determined by the Consultant, the Owner or other observing authorities) shall be removed and replaced at Contractor's expense such that the Work conforms to the highest quality standards of the trades concerned, or otherwise corrected to the satisfaction of the Consultant, the Owner, or other inspecting authority, as applicable.

25. WARRANTY OF MATERIALS AND WORKMANSHIP

- (a) The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the Work under the Contract shall be new and in compliance with the Submittals and the Contract Documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with best industry practices and the Contract Documents and shall be performed by persons qualified at their respective trades.
- (b) Work not conforming to these warranties shall be considered Defective.
- (c) This warranty of materials and workmanship is separate and independent from and in addition to any of the Contractor's and system manufacturer's other guarantees or obligations in the Contract or under relevant State law.

26. USE OF SITE AND REMOVAL OF DEBRIS

- (a) The Contractor shall:
 - (1) Perform the Work in such a manner as not to interrupt or interfere with the operation of any existing activity on, or in proximity to, the Site or with the Work of any other separate contract, as agreed and set forth in the pre-construction meeting.
 - (2) Store his apparatus, materials, supplies and equipment in such orderly fashion at the Site of the Work as will not unduly interfere with the progress of his Work or the work of any other separate contractor.
 - (3) Place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work. Prior to performance of the Work, contractor shall identify and obtain the Consultant's approval of all staging and storage areas, and shall limit its staging and storage to such areas. Contractor shall leave the site in a clean and safe condition on a daily basis with tools and equipment properly stored.

27. PROTECTION OF PERSONS AND PROPERTY

- (a) The Contractor expressly undertakes, both directly and through his Subcontractors, to take every reasonable precaution at all times for the protection of all persons and property which may come on the Site or be affected by the Contractor's Work.
- (b) The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.



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- (c) The provisions of all Federal, State and local rules and regulations governing health and safety as adopted by the relevant authority, shall apply to all Work under this Contract
- (d) The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except as may be directly and solely due to errors in the Contract Documents or caused by agents or employees of the Owner. The Contractor shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. The Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection as required by State or local authority, local conditions, or the Contract.

28. CLIMATIC CONDITIONS

The Contractor shall suspend activity on and protect any portion of the Work that may be subject to damage by climatic conditions. As specified in Section 6(c), the Contract period may be extended due to loss of time due to unfavorable climatic conditions not anticipated after evaluation of historical conditions.

29. PAYMENTS TO CONTRACTOR

Lien Waivers

As a condition to final payment, Contractor shall deliver conditional and unconditional lien waivers from the Contractor and all Subcontractors and Suppliers with contracts over \$5000, without exceptions.

- (a) Unless otherwise provided in the Contract, the Owner will make partial payments to the Contractor on the basis of a duly certified and approved Schedule of Values and Certificate for Payment, showing the estimate of the Work performed during the preceding calendar month or work period, as recommended by the Consultant. When evaluating the Contractor's, the Consultant will consider the value of the Work in place, the value of approved and properly stored materials, the status of the Work on the critical path with regard to the Time for Completion, and the estimated value of the Work necessary to achieve Final Completion. The Consultant will review the Payment Request no earlier than the 25th day of the month, but not later than the 5th day of the following month. The Contractor will submit his monthly estimate of Work completed on so that it is received by the Consultant and the Owner's Contract Administrator at least one work day prior to the date scheduled by the Consultant. Work done shall be taken into consideration, if properly documented as required by Section 17 of these General Conditions.
- (b) No payment shall be made to the Contractor until the Contractor furnishes to the Owner his Social Security Number (SSN) if an individual, or its Federal Employer Identification Number (FEIN) if a proprietorship, partnership, corporation, Limited Liability Company or other legal entity. No payment shall be made to the Contractor until Certificates of Insurance or other satisfactory evidence of compliance by the Contractor with all the requirements of Section 9 of these General Conditions have been delivered to the Owner. Further, no payments on the basis of Work performed by a Subcontractor shall be paid by the Owner until copies of any certificates of insurance required of the Subcontractor under Section 9 have been delivered to the Owner.
- (c) In making such partial payments, ten percent (10%) of each payment to the Contractor shall be retained until Final Completion and acceptance of all Work covered by the Contract, unless otherwise provided by any law, regulation or program of state or federal government. Such retainage shall be held to assure faithful performance of the Contract and may also be used as a fund to deduct amounts due to or claimed by the Owner, including, but not limited to, payment to the Owner of all moneys due for deductive change orders, credits, uncorrected Defective Work, interest, damages, and the like.



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- (d) All material and Work for which partial payments are made shall thereupon become the sole property of the Owner, but this provision shall not relieve the Contractor from the sole responsibility for all materials and Work, including those for which payment has been made, or for the restoration of any damaged materials or Work. Nor shall this provision serve as a waiver of the right of the Owner to require the fulfillment of all of the terms and conditions of the Contract.
- (e) The final payment, which shall include the retainage and less any amounts due to or claimed by the Owner, shall not become due until the Consultant and the Owner agree that Final Completion has been achieved and until the Contractor delivers to the Owner through the Consultant a Certificate of Completion by the Contractor and an Affidavit of Payment of Claims stating that all Subcontractors and Suppliers of labor and/or materials have been paid all sums claimed by them for Work performed or materials furnished in connection with this Project less retainage. Amounts due the Owner which may be withheld from the final payment may include, but are not limited to, amounts due pursuant to Section 3(h), Section 13(a)-(d), costs incurred to repair or replace defective work, costs incurred as a result of the Contractor's negligent acts or omissions or omissions of those for whom the Contractor is responsible and any liquidated (if applicable) or actual damages. If all Subcontractors and Suppliers of labor and materials have not been paid the full amount claimed by them, the Contractor shall list each to which an agreed amount of money is due or which has a claim in dispute. With respect to all such Subcontractors and Suppliers, the Contractor shall provide to the Owner, along with the Affidavit of Payment of Claims an affidavit from each such Subcontractor and Supplier stating the amount of their subcontract or supply contract, the percentage of completion, the amounts paid to them by the Contractor and the dates of payment, the amount of money still due if any, any interest due the Subcontractor or, Supplier pursuant to Section 30(b) below, and whether satisfactory arrangements have been made for the payment of said amounts. If no agreement can be reached between the Contractor and one or more Subcontractors or Suppliers as to the amounts owed to the Subcontractors or Suppliers, the Owner may, in its discretion, pay such portion of the moneys due to the Contractor which is claimed by the Subcontractor or Supplier into a State or Federal Court sitting in the State of the Work, in the manner provided by law. Said payment into court shall be deemed a payment to the Contractor. Nothing in this Section shall be construed as creating any obligation or contractual relationship between the Owner and any Subcontractor or Supplier, and the Owner shall not be liable to any Subcontractor or Supplier on account of any failure or delay of the Owner in complying with the terms hereof. Owner shall have the right to withhold the amount of any payment required by a Subcontractor to submit a lien waiver or remove a lien that is in excess of the amount otherwise due Contractor. In the event any construction lien is filed against the Project, then provided Owner has paid the amounts then due Contractor under this Contract, Contractor shall pay the amount of such lien or bond over such lien within 15 days of its filing.
- (f) Upon successful completion of the final inspection and all Work required by the Contract, including but not limited to the delivery of equipment manuals, written warranties, acceptance of the Work by the Owner and the delivery of the affidavits required in Section 29(e) of these General Conditions, the Consultant shall deliver the written Certificate of Completion to the Owner, with a copy to the Contractor, stating the entire amount of Work performed and compensation earned by the Contractor, including extra work and compensation therefore. The Owner may accept the Work for occupancy or use while asserting claims against the Contractor; disputing the amount of compensation due to the Contractor; disputing the quality of the Work, its completion, or its compliance with the Contract Documents; or any other reason.
- (g) Unless there is a dispute about (i) the compensation due to the Contractor, (ii) Defective Work, (iii) quality of the Work, (iv) compliance with the Contract Documents, (v) completion itself, (vi) claims by the Owner, (vii) or other matters in contention between the parties, within thirty (30) days after receipt and acceptance of the Schedule of Values and Certificate for Payment in proper form by the Consultant, the Owner shall pay to the Contractor the amount approved by the Consultant, less all prior payments and advances whatsoever to or for the amount of the Contractor. In the case of final payment, the completed Affidavit of Payment of Claims, the



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Certificate of Completion by the Contractor, and the Certificate of Completion by the Consultant shall accompany the final Schedule of Values and Certificate for Payment which is forwarded to the Owner for payment. The date on which payment is due shall be referred to as the Payment Date. In the event of disputes, payment shall be mailed on or before the Payment Date for amounts and Work not in dispute.

- (h) Per the terms of the contract, interest may accrue on all amounts owed by the Owner to the Contractor which remain unpaid thirty (30) days following the Payment Date. Interest rate as stated in the Contract.
- (i) The acceptance by the Contractor of the final payment shall be and operate as a release to the Owner of all claims by the Contractor, its Subcontractors and Suppliers, and of all liability to the Contractor whatever, including liability for all things done or furnished in connection with this Work.
- (j) No Certificate for Payment issued by the Consultant, and no payment, final or otherwise, no Certificate of Completion, nor partial or entire use or occupancy of the Work by the Owner, shall be an acceptance of any Work or materials not in accordance with the Contract, nor shall the same relieve the Contractor of responsibility for faulty materials or Defective Work.

30. PAYMENTS BY CONTRACTOR

The Contractor is obligated to:

- (a) Within seven (7) days after receipt of amounts paid to the Contractor by the Owner for Work performed by the Subcontractor or Supplier under this Contract:
 - (1) Pay the Subcontractor or Supplier for the proportionate share of the total payment received from the Owner attributable to the Work performed by the Subcontractor or the materials furnished by the Supplier under this Contract; or
 - (2) Notify the Subcontractor or Supplier, in writing, of his intention to withhold all or a part of the Subcontractor or Supplier's payment with the reason for nonpayment. If the Contractor withholds any portion of a payment to any Subcontractor that was previously paid to Contractor, then if the Contract Administrator so determines it appropriate, Owner shall receive a credit for that withheld amount on the next monthly certificate for payment.
- (b) Pay interest to the Subcontractor or Supplier on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Owner for Work performed by the Subcontractor or materials furnished by the Supplier under this contract, except for amounts withheld as allowed under subsection (a)(2) of this Section.
- (c) Include in each of his subcontracts a provision requiring each Subcontractor to include in each of its subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower tier subcontractor. Each Subcontractor shall include with its invoice to, or request for payment from, the Contractor, a certification that that Subcontractor has paid each of its suppliers and lower tier subcontractors their proportionate share of previous payments received from the Contractor attributable to the Work performed or the materials furnished by it under this Contract.

The Contractor's obligation to pay interest to the Subcontractor or Supplier pursuant to subsection (b) of this Section is not an obligation of the Owner. A modification to this Contract shall not be made for the purpose of providing reimbursement for such interest charge. A Contractor's cost reimbursement claim shall not include any amount for reimbursement of such interest charge.



31. CHANGES IN THE WORK

- (a) The Owner may at any time, by written order utilizing the Contract Change Order, make changes in the Work which are within the general scope of the Contract. At the time of the Pre-construction Meeting described in Section 40(b), the Contractor and the Owner shall advise each other in writing of their designees authorized to accept and/or approve changes to the Contract Price and of any limits to each designee's authority. Should any designee or limits of authority change during the time this Contract is in effect, the Contractor or Owner shall give written notice to the other within seven (7) calendar days, utilizing the procedures set forth in these General Conditions.

In making any change, the charge or credit for the change shall be determined by mutual agreement. The Owner agrees the Consultant has authority to issue Change Orders. The Owner agrees that the Contractor is not responsible for delays caused by either the Owner's or Consultant's failure to approve Change Orders or authorize the commencement of the work in writing. Changes shall be determined by one of the following methods:

- (1) By a mutually agreed fixed amount change to the Contract Price and/or time allowed for completion of the Work. The Change Order shall be substantiated by documentation itemizing the estimated quantities and costs of all labor, materials, and equipment required as well as any mark-up used. The price change shall include the Contractor's overhead and profit.
- (2) By using unit prices and calculating the number of net units of Work in each part of the Work which is changed, either as the Work progresses or before Work on the change commences, and by then multiplying the calculated number of units by the applicable unit price set forth in the Contract or multiplying by a mutually agreed unit price if none was provided in the Contract. No additional percentage markup for overhead or profit shall be added to the unit prices.
- (3) By ordering the Contractor, by Change Order citing this subsection, to proceed with the change to the Work to keep in a form acceptable to the Owner, an accurate, itemized account of the cost of the change in the Work, including, but not limited to, the costs of labor, materials, equipment, and supplies; and to annotate a copy of the Project schedule to accurately show the status of the Work at the time this initial change order is issued, to show the start and finish of the changed Work, and the status of the Work when the changed Work is completed. A Change Order citing this subsection shall describe the parameters of the change in the Work, describe the cost items to be itemized and verified for payment, address the impact on the schedule for Substantial Completion, and state that a subsequent Change order will be issued to incorporate the cost of the changed Work into the Contract Price and any change in the Contract Time for Completion or Contract Completion Date. The Contractor shall sign the Change Order acknowledging he has been directed to proceed with the changed Work. The Contractor's signature on each initial Change Order authorizing Work and citing this Subsection as the method for determining the cost of the Work shall not constitute the Contractor's agreement on the cost or time impact of the changed Work.

Within fourteen (14) days of the conclusion of such ordered Work, the Contractor and the Owner shall arrive at a cost for the Change Order, based on the records kept and the Contractor's allowance for overhead and profit and such costs shall be incorporated into a Change Order which references the Change Order ordering the Work. If agreement on the cost of the changed Work cannot be reached within the fourteen (14) days allotted, the Contractor may file a claim for the disputed amount as provided for in Section 39.

- (b) The Contractor shall review any Owner requested or directed change and shall respond in writing within fourteen (14) calendar days after receipt of the proposed change (or such other



reasonable time as the Owner may direct), stating the effect of the proposed change upon his Work, including any increase or decrease in the Contract time and Price. The Contractor shall furnish to the Owner an itemized breakdown of the quantities and prices used in computing the proposed change in Contract Price. A Change Order must be issued before the Contractor is authorized to proceed with any change work. Contractor shall be entitled to no additional compensation for any work performed prior to issuance of a Change Order.

32. EXTRAS

If the Contractor claims that any instructions given to him by the Consultant or by the Owner, by drawings or otherwise, involve extra Work which increases the scope of the Contract, then, except in emergencies endangering life or property, he shall give the Consultant and the Owner written notice thereof before proceeding to execute the Work. Said notice shall be given promptly enough to avoid delaying the Work and in no instance later than 48 hours after the receipt of such instructions. Should it not be immediately clear to the Contractor that the change involves extra Work outside the scope of the Contract, written notice shall be sufficient if given as soon as possible after such realization, but in no event later than 48 hours after the start of such Work. If the Owner agrees, a Change Order shall be issued as provided in Section 31 of these General Conditions, and any additional compensation shall be determined by one of the three (3) methods provided in said Section 31, as selected by the Owner. Except as otherwise specifically provided, no claims for extra Work shall be allowed unless timely notice, as required by this section, is given by the Contractor and unless such Work is performed pursuant to written Change Order as provided in Section 31. The Change Order shall designate which of the three methods for computing charges and credits set forth in said Section 31(a) shall be used.

Contractor agrees that the intent of this Agreement is that all work required for building envelope repairs (building envelope included all exterior building elements) and related remediation is included in the basic scope of work. Accordingly, the only work that constitutes and qualifies as a change (under Paragraph 31 herein) or extra, in the event there are any changes or extras, is "betterment" to the premises which are the subject of this Agreement.

A Change Order must be issued before the Contractor is authorized to proceed with any change work. Contractor shall be entitled to no additional compensation for any work performed prior to issuance of a Change Order therefore.

33. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT

If the Work should be stopped under an order of any court or other public authority for a period of ninety (90) days through no fault of the Contractor or anyone employed by him, or if the Owner should fail to pay to the Contractor within thirty (30) days any sum certified by the Consultant when no dispute exists as to the sum due or any provision of the Contract, then the Contractor may, upon seven (7) calendar days written notice to the Owner and the Consultant, stop Work or terminate the Contract and recover from the Owner payment for the cost of the Work actually performed, together with overhead and profit thereon, but profit on the Work performed shall be recovered only to the extent that the Contractor can demonstrate that he would have had profit on the entire Contract if he had completed the Work. The Contractor may not receive profit or any other type of compensation for parts of the Work not performed. The Contractor may recover the reasonable cost of physically closing down the Site, but no other costs of termination. The Owner may offset any claims it may have against the Contractor against the amounts due to the Contractor. Termination of the contract under this section is not without prejudice to any other right or remedy of the Contractor including, but not limited to, recovery of damages for breach of contract.

34. OWNER'S RIGHT TO TERMINATE THE CONTRACT FOR CAUSE

- (a) If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the Owner may terminate the Contract. If the Contractor should refuse or should repeatedly fail



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to complete work except in cases for which extension of time is provided, to supply enough properly skilled workmen or provide materials and equipment, or if he should fail to make prompt payment to Subcontractors or Suppliers of material or labor, or if he should disregard laws, ordinances or the written instructions of the Consultant or the Owner, or otherwise be in substantial violation of any provision of the Contract, then the Owner may terminate the Contract.

- (b) Prior to termination of the Contract, the Owner shall give the Contractor seven (7) calendar days' written notice pursuant to Section 1 ("Notice") of these General Conditions, during which the Contractor may rectify the basis for the notice. If rectified to the satisfaction of the Owner within said seven (7) days, the Owner may rescind its notice of termination. If not, the termination for cause shall become effective at the end of the seven (7) day notice period. In the alternative, the Owner may, in writing, postpone the effective date of the termination for cause, at its sole discretion, if it should receive reassurances from the Contractor that the basis for the termination will be remedied in a time and manner which the Owner finds acceptable. If at any time after such postponement, the Owner determines that Contractor has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the Owner may immediately terminate the Contract for cause, without the necessity of further seven (7) day notice, by notifying the Contractor in writing of the termination.
- (c) Upon termination of the Contract for cause, the Owner shall take possession of the Site and of all materials thereon and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment unless the expense of finishing the Work, including compensation for additional managerial and administrative services is less than the unpaid balance of the correct price. If the cost to complete the work exceeds the contract price, then the Contractor shall pay the difference to the Owner, together with any other expenses of terminating the Contract and having it completed by others. At Owner's sole election, the Contractor shall assign, in whole or in part, its subcontracts, purchase orders, and documents evidencing other such sub tier relationships consistent with the assignment provisions stated in Paragraph 8 (g) of this Contract.
- (d) Termination of the Contract under this Section is without prejudice to any other right or remedy of the Owner.

35. DAMAGES FOR DELAYS; EXTENSION OF TIME

- (a) If the Contractor is delayed at any time in the progress of the Work by any act or omission of the Owner, its agents or employees or any separate independent contractor of the Owner, and the act or omission is the result of or is necessitated by causes outside the Owner's control; or if the Contractor is delayed by strikes, fires, unusual delays in transportation or unavoidable casualties, or other causes outside the Owner's or Contractor's control, the Contractor shall give the Owner and the Consultant written notice within (five) 5 calendar days of the inception of the delay. The Owner shall extend the time for Substantial Completion or Final Completion, as the case may be, for the length of time that the Substantial Completion or Final Completion of the Work was actually delayed thereby, and the Contractor shall not be charged with liquidated or actual damages for delay during the period of such extension nor shall the Contractor be due compensation or damages of any kind, under any theory of law, as a result of such delay, the impact of such delay, or acceleration of Work as a result of such delay.
- (b) The Contractor shall not be entitled to an extension of the Time for Completion or Contract Completion Date or to any additional compensation for delays caused by acts or omissions of the Contractor due to causes within his control, including, but not limited to, delays resulting from Defective Work including workmanship and/or materials, from rejected work which must be corrected before dependent work can proceed, from Defective Work or rejected work for which corrective action must be determined before like work can proceed, or from incomplete, incorrect or unacceptable Submittals or samples.



36. INSPECTION FOR SUBSTANTIAL COMPLETION & FINAL COMPLETION

- (a) The Contractor shall notify the Owner, in writing on the Certificate of Partial or Substantial Completion by the Contractor, of the date when the Work or designated portion thereof, will be, in his opinion, substantially complete and ready for inspection and testing to determine if it has reached Substantial Completion. The notice shall be given at least five (5) days in advance of said date and shall be forwarded through the Consultant, who will attach his written endorsement as to whether or not he concurs with the Contractor's statement that the Work will be ready for inspection and testing on the date given. The Consultant's endorsement is a convenience to the Owner only and shall not relieve the Contractor of his responsibility in the matter nor shall the Consultant's endorsement be deemed to be evidence that the Work was substantially complete and ready for inspection and testing. Inspection and testing shall take place at a time(s) mutually agreeable to the Contractor, Owner and Consultant.

The Contractor shall furnish access for the inspection and testing as provided in Section 18 of these General Conditions. The inspection and testing shall determine whether Substantial Completion has been accomplished and shall result in a written list of unfinished Work and Defective Work, commonly referred to as a "punch list," which must be finished and corrected to obtain Final Completion.

After successful completion of the inspection and the Consultant determines that, in its opinion, the Work, either in whole or in part, is substantially complete, the Consultant shall notify the Owner, in writing on the Certificate of Partial or Substantial Completion by the Consultant, that the Work, or a specified portion thereof, is recommended to be declared substantially complete. The Owner shall notify the Contractor, in writing, of the date the Owner accepts the Work, or the specified portion thereof, as substantially complete or the Owner shall notify the Contractor of the deficiencies to be corrected or completed before such Work will be accepted as substantially complete. Punchlists shall be prepared both upon Substantial Completion of the Work on each unit, and upon Substantial completion of the entire Project. Unit punchlist work shall be finally completed within 30 days after Substantial Completion of the Unit Work.

- (b) The Contractor shall notify the Owner, in writing on the Certificate of Completion by the Contractor, of the date when the Work has reached or will reach Final Completion and will be ready for final inspection and testing. The notice shall be given at least five (5) days in advance of said date and shall be forwarded through the Consultant, who will attach his endorsement as to whether or not he concurs in the Contractor's statement that the Work will be ready for inspection and testing on the date given. That inspection and any necessary testing shall be conducted in the same manner as the inspection for Substantial Completion. When the Work is finally and totally complete, including the elimination of all defects, the Work shall be finally accepted by the Owner and final payment shall be made in accordance with Section 29 of these General Conditions.
- (c) The Consultant shall conduct the inspections. The Owner may elect to have other persons of its choosing also participate in the inspections.

37. GUARANTEE OF WORK

- (a) Except as otherwise specified, all Work shall be, and is hereby, guaranteed by the Contractor against defects resulting from the use of materials, equipment or workmanship, which are defective, inferior, or not in accordance with the terms of the Contract, for five (5) years from the date of Final Completion of the Work and any related work (whether performed by Contractor or not), and acceptance of the Work and any related work by the Owner. Equipment and facilities which have seasonal limitations on their operation (e.g. heating or air conditioning units) shall be guaranteed for one (1) full year from the date of seasonally appropriate tests and acceptance, in writing, by the Owner. Where the Owner agrees to take Beneficial Occupancy of a portion or phase of the Work which has been determined to be substantially complete before



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the entire Work is finally completed, the guarantees for the materials, equipment and workmanship in that portion or phase shall begin on the date that the Owner takes Beneficial Occupancy, unless otherwise specified in the Supplemental General Conditions, Special Conditions, or by separate agreement.

- (b) The Owner (or any Unit Owner) shall be entitled to make emergency warranty repairs (e.g. for water intrusion) if Owner is not able to reach Contractor to make such emergency repairs on Owner's first attempt to do so, or if contractor does not immediately take steps to commence such repairs upon Owner contacting Contractor, in which case Contractor shall reimburse Owner the reasonable cost of repair within ten days after request. If, within any guarantee period, Work which is not in accordance with the Contract, Defective Work, or inferior material, equipment or workmanship is noted by the Owner or Consultant which requires or renders necessary repairs or changes in connection with the guaranteed Work, the Contractor shall, promptly upon receipt of notice from the Owner, such notice being given not later than two weeks after the guarantee period expires, and without expense to the Owner:
 - (1) Place in satisfactory condition in every particular all of such guaranteed Work and correct all defects, inferior materials, equipment or workmanship therein.
 - (2) Make good all damage to the structure or Site or equipment or contents thereof, which, in the opinion of the Owner or the Consultant, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract.
 - (3) Make good any Work or materials or the equipment and contents of structures and/or Site disturbances that result from fulfilling the provisions of this Section.
- (c) In any case, when in fulfilling the requirements of the Contract and this guarantee or by other guarantee or warranty, the Contractor disturbs any work performed by a separate contractor, he shall restore such work to a condition satisfactory to the Consultant and Owner and guarantee such restored work to the same extent as if it was guaranteed under this Contract.
- (d) If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee as set forth in this Section, the Owner may have the defects or inferior materials, equipment or workmanship corrected and the Contractor and his Surety shall be liable for all expense incurred.
- (e) All special warranties and guarantees applicable to definite parts of the Work that may be stipulated in or required by the Contract Documents shall be subject to the terms of this Section during the first year of the life of such special warranty or guarantee.
- (f) The guarantee of this Section shall be in addition to and not in lieu of all other warranties, express or implied, applicable to or arising from this Contract, the Contract Documents, or by law.
- (g) Nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including liability for Defective Work under Section 25. This Section relates only to the specific obligation of the Contractor as set forth in this Section to correct the Work and does not limit the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor the time within which proceedings may be commenced to establish the Contractor's liability with respect to his other obligations under the Contract Documents.

Within ten (10) working days of the Contract Completion Date, which will be determined when the Notice to Proceed is issued, Contractor will supply the following closeout documentation to the Consultant.

- Certificate of Completion from the Contractor
- Warranties (Labor and/or Material) from the Contractor and its Subcontractors



- Product Data and/or Brochures for all materials used on this project (originals only)
- Final Lien Releases from the Contractor and its Subcontractors

38. ASSIGNMENTS

Neither party to the Contract shall assign the Contract in whole or any part without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the prior written consent of the Owner. Consent to assignment shall not be unreasonably withheld. No assignment shall relieve any party from its obligations under the Contract.

39. CONTRACTUAL DISPUTES

Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given within a reasonable time of the occurrence or beginning of the event upon which the claim is based. The filing of a timely notice is a prerequisite to recovery under this Section. All claims shall be submitted along with all practically available supporting evidence and documentation.

The decision of the Owner on the Contract shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on a claim, initiates legal action as provided by local, state and Federal statutes or in such other forum as may be agreed to in the Supplementary General Conditions. Failure of the Owner to render a decision within 90 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the Owner's failure to render a decision within 90 days shall be the Contractor's right to immediately institute legal action.

40. PROJECT MEETINGS

- (a) The intention of this Section is that the Contractor, the Owner and the Consultant have timely exchange of information and cooperate to accomplish the Work as required by the Contract Documents. The Contractor is responsible for managing the Work, obtaining approvals and requesting clarifications on a timely, reasonable basis. The Owner and its Consultant are responsible for making a reasonable effort to provide timely responses to the Contractor.

- (b) Pre-construction Meeting:

Prior to the start of construction and no later than fifteen (15) calendar days after the Notice to Proceed, a "Pre-construction" meeting shall be held with attendees to include the Owner's Contract Administrator and Project Observer, the Consultant, the Contractor's superintendent (and scheduler, if Contractor desires), and representatives of the Contractor's major Subcontractors. The purpose of the meeting is to clarify and discuss the specifics related to, but not limited to, the following:

- (1) Persons involved from each entity and their chain of authority including the names of persons authorized to sign Change Orders and any limits to their authority.
- (2) Names, addresses, telephone numbers, fax numbers and email addresses to be used for Requests for Information (RFI), Field Directives, Requests for Proposals (RFP), shop drawings, Submittals, and notices.
- (3) Contractor's proposed construction schedule and Owner's sequencing requirements, if any.
- (4) Schedule of Values and Certificate for Payment Form (RCI Form D004) requirements and procedures.
- (5) Procedures for shop drawings, product data and Submittals.



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- (6) Procedures for handling Construction Field Directives and Contract Change Orders.
 - (7) Procedures for Contractor's request for time extension, if any.
 - (8) Construction Site requirements, procedures and clarifications to include:
 - Manner of conducting the Work
 - Site specialties such as dust and erosion control, storm water management, project signs, clean up and housekeeping, temporary facilities, utilities, security and traffic
 - Safety
 - Fall Protection
 - Layout of the Work
 - Quality control, testing, inspections and notices required
 - Site visits by the Consultant and others
 - Owner's Project Observer duties
 - Running Punch List
 - As-Built Drawings
 - (9) Procedures and documentation of differing or unforeseen Site conditions.
 - (10) Monthly Pay Meeting.
 - (11) Project Close-Out requirements and procedures.
 - (12) Project records.
- (c) Other Meetings:
- (1) Regular Meetings between the Consultant, the Contractor, Subcontractors, and the Owner's Representative shall take place at times and locations as decided in the Pre-construction Meeting. The Consultant, the Contractor or the Owner's representative may call additional meetings, on condition that they have provided a minimum of five (5) days notice. Notice shall be provided on the Notice of Meeting form and will indicate the date, time and location of the meeting, as well as a list of the expected attendees and a summary agenda.
 - (2) Requirements for other meetings, such as progress meetings, coordination meetings, pre-installation meetings and/or partnering meetings, may be included in the Contract Documents.

*** * * END OF GENERAL CONDITIONS * * ***



UTILITY STAFF REPORT EXECUTIVE SUMMARY

CUSTOMER/PROJECT: Grange and Greenridge Pumphouses Steep-Slope Roof System Replacement

LOCATION: 12625 West Grange Avenue,
12400 West Crawford Drive

REQUEST: Award Construction Contract to Lowest Responsive Bidder, D & H Royale Construction, LLC

UTILITY MANAGER RECOMMENDATION:

Recommend to the Common Council to award the construction contract for the Grange and Greenridge Pumphouses steep-slope roof replacement to the lowest responsive bidder, D & H Royale Construction, LLC, in the amount of \$63,800.00 with a contingency of \$20,000.00 for a total project cost of \$83,800.00.

DETAILS IN ATTACHED STAFF REPORT

CITY OF NEW BERLIN
UTILITIES DEPARTMENT
STAFF REPORT

Grange and Greenridge Pumphouses Steep-Slope Roof System Replacement

DATE STAFF REPORT CREATED: November 25, 2024

CUSTOMER/PROJECT NAME: Grange and Greenridge Pumphouses Steep-Slope Roof System Replacement

ISSUE/DESCRIPTION OF PROJECT: Roof System Replacement

REQUESTED ACTION:
Recommend to the Common Council to award the construction contract for the Grange and Greenridge Pumphouses steep-slope roof replacement to the lowest responsive bidder, D & H Royale Construction, LLC, in the amount of \$63,800.00 with a contingency of \$20,000.00 for a total project cost of \$83,800.00.

FISCAL IMPACT: \$83,800.00

SOURCE OF FUNDS: Water Capital Improvement Budget

RATIONALE:
The roof is old and leaking and in need of replacement.

PREVIOUS ACTION: N/A

FINDINGS: N/A

UTILITY MANAGER RECOMMENDATION: See Executive Summary

ATTACHMENTS: Bid Award Recommendation Letter

CONTRACT BETWEEN OWNER AND CONTRACTOR

This Contract dated this 25th day of October, 2024 is between City of New Berlin ("Owner") and D&H Royale Construction, LLC ("Contractor") and is binding among and between these parties as of the date of the Owner's signature.

RECITALS

The legal address for the Owner and for the Contractor and the addresses for delivery of Notices and other project documents are as follows:

Owner: City of New Berlin
Contact: Alex Parker
Utilities Manager

Address: City of New Berlin Utility Department
3805 S. Casper Drive
New Berlin, WI 53151
Telephone: (262) 786-7076
Email: aparker@newberlinwi.gov

Contractor: D&H Royale Construction, LLC
Contact: Ken Roy
Director of Operations

Address: 562 Enterprise Drive
Lake Mills, WI 53551
Telephone: (920) 650-6726
Email: ken@royalegc.com
FEIN: 46-295176

PROJECT IDENTIFICATION

The Project is identified as:

PROJECT NAME: City of New Berlin
Steep-Slope Roof System Replacement
PROJECT NUMBER: 24QG10439
QUEST CDN NUMBER: 9265793
SITE ADDRESS(s): 12400 W. Crawford Dr. & 12625 W. Grange Ave., New Berlin, WI 53151

PROJECT DESCRIPTION

The project work shall include all labor, material and expenses necessary to replace the existing shingle roof systems on two (2) single story pump houses along with new composition shingle roof systems that includes all related work, on the entire subject roof areas in the New Berlin Utility Department building profile. Removal of skylights, per attached plans will be included at alternate price. The new roofs will receive new underlayment felt and a waterproofing membrane at eaves, valley, walls and transition areas. All sheet metal flashing items will also be replaced, including gutters and downspouts. All work is to be performed according to the specifications designed by Roofing Consultants Ltd. dated September 16, 2024.



Roofing Consultants Ltd.

Engineers, Architects & Building Envelope Specialists

1 of 3

The Project Number (24QG10439) and Project Name (City of New Berlin Steep-Slope Roof System Replacement) also indicated above are required to be shown for identification purposes on all project-related material and documents including, but not limited to Notices, Change Orders, Submittals, Requests for Information, Requests for Quotes, Field Directives, Meetings Minutes, Correspondence, Schedule of Values and Certificate for Payment, Test Reports, and other related material.

After competitive bidding, the Contractor is awarded this Contract to perform the Work described by the Contract Documents for the above-described project ("the Project").

CONTRACT

THEREFORE, in consideration of the Recitals set forth above, and good and valuable consideration as set forth below, the parties agree as follows:

- 1. STATEMENT OF WORK:** The Contractor shall furnish all labor, equipment, and materials to perform all Project Work in strict accordance with the Contract Documents.
- 2. CONTRACT DOCUMENTS:**
 - a. This Contract between Owner and Contractor.
 - b. Specifications compiled by Roofing Consultants Ltd. Dated September 16, 2024. (Exhibit A)
 - c. Bid Form submitted by the Contractor dated October 9, 2024. (Exhibit B)
 - d. Addendum(s) dated October 25, 2024, which include the updated the City of New Berlin's General Terms & Conditions of Service and General Conditions of the Construction Contract. (Exhibit C)
 - e. Contractor's Insurance Certificate naming Owner as Additional Insured (Exhibit D)

All of these documents are incorporated herein by reference, and their use shall be governed by Section 2 of the General Conditions unless otherwise specified in the Supplemental General Conditions

- 3. TIME FOR COMPLETION**
 - a. The Work shall commence on a date to be specified in writing by the Contractor and approved by the Owner.
 - b. The Work shall be available for Substantial Completion no later than March 31, 2025.
 - c. The Work shall be finally completed within 10 days after Substantial Completion.
- 4. COMPENSATION TO BE PAID TO THE CONTRACTOR**
 - a. The Owner agrees to pay and the Contractor agrees to accept as just and adequate compensation for the performance of the Work in accordance with the Contract Documents the following sum:

\$83,800.00
(Eighty Three Thousand, Eight Hundred and 00/100)
 - b. The above-listed amount includes a \$20,000 Contingency Fund that may be used for unforeseen circumstances. Use of the Contingency Fund must be approved in advance by the Owner or Consultant. Any unused portion of the Contingency Fund will be deducted from the Contract Amount.
 - c. Refer to Contractor's Bid Form (Exhibit B) for applicable unit pricing, which may apply to the contingency fund.
 - d. Permit fees are included in the above-listed amount.



5. PAYMENTS

- a. Advance payments will not be made by the Owner.
- b. Payment will not be made for materials stored but not yet installed.
- c. Upon substantial completion of the project the Contractor may submit an invoice for the completed work, including approved Contingency Fund expenses, less 10% retainage.
- d. Invoice will be submitted to Consultant. Consultant will confirm that the amount being requested is accurate and will approve or adapt the invoice as required.
- e. Lien waivers (Partial / Final) must be submitted with all progress invoices.
- f. Owner will issue payment for approved invoices within 14 days.
- g. Upon 100% satisfactory completion of the project work, approval by the Owner and Consultant and receipt of Manufacturer' Warranty and Contractor's Guarantee, the Contractor may submit an invoice for the full contract amount, including retainage less the initial payment, less any unused portion of the Contingency Fund.

6. CONTRACTUAL CLAIMS

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in Section 39 of the General Conditions and the Supplemental General Conditions, if any. (Exhibit C)

- 7. IN WITNESS WHEREOF**, the parties hereto on the day and year written below have executed this agreement in three (3) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed and original thereof.

D&H Royale Construction, LLC

Contractor

By: _____

Signature in ink Date

Name: _____

Title: _____

Attest: _____

Signature in ink Date

Name: _____

(Print)

City of New Berlin

Owner

By: _____

Signature in ink Date

Name: _____

Title: _____

Attest: _____

Signature in ink Date

Name: _____

(Print)

- 8. CONSULTANT:** The Owner designates the following individual/entity as the Project Consultant. See Section 12 of the General Conditions (Exhibit A).

Firm/Entity: Roofing Consultants Ltd.
Contact: Tim Goehrke

Address: P. O. Box 1305
 Waukesha, WI 53187

Telephone: 262-549-0802 **FAX:** 262-549-0776
Email: timg@rcleng.com



Roofing Consultants Ltd.

Engineers, Architects & Building Envelope Specialists

SPECIFICATIONS FOR ROOFING WORK

Prepared For: City of New Berlin Utility Department
3805 S. Casper Drive
New Berlin, WI 53151

Project Locations: Green Ridge Pump House Grange Pump House
12400 W. Crawford Dr. 12625 W. Grange Ave.

Scope: Composition Shingle

Project Work: **Complete Roof System Replacement**
New Laminate Fiberglass Composition Shingle Roof System
New Gutters & Architectural Sheet Metal Items & Related Work

Prepared By:



**Roofing
Consultants Ltd.**

Engineers, Architects & Building Envelope Specialists



Milwaukee

2307 Badger Drive
P. O. Box 1305
Waukesha, WI 53187
262-549-0802

Chicago

825 N. Cass Drive
Suite 107
Skokie, IL 60077
847-965-3366

St. Louis

17295 Chesterfield Airport Rd
Suite 200
Chesterfield, MO 63005
636-530-3663

Minneapolis

7760 France Avenue South
11th Floor
Minneapolis, MN 55435
612-238-0802

Indianapolis

9465 Counselor's Row
Indianapolis, IN 46240
317-584-5440

Date: September 16, 2024

BID FORM

OWNER: City of New Berlin
PROJECT: Complete Roof System Replacement
LOCATIONS: Green Ridge Pump House 12400 W. Crawford Dr.
 Grange Pump House 12625 W. Grange Ave.
PRE-BID MEETING: Monday, September 30, 2024 10:00 A.M.
BIDS CLOSE: Monday, October 14, 2024 10:00 A.M.
BID OPENING: PUBLIC October 14, 2024 10:00 A.M.
DELIVER BIDS TO: City of New Berlin
 3805 S. Casper Drive
 New Berlin, WI 53151
ATTN: Alex Parker **Telephone:** (262) 786-7086
 Utilities Manager **Email:** aparker@newberlinwi.gov

The undersigned acknowledges having carefully examined all sections of the specification booklet and bidding documents. The undersigned attended the pre-bid meeting and is familiar with all aspects, both existing and proposed, of the project work. The undersigned proposes to furnish all labor and materials and provide all equipment and manpower necessary to perform all work, specified and reasonably implied, in the specification documents for the consideration of the monetary amount(s) listed on the following page (BF/2).

Contractor: D&H Royale Construction LLC
Address: 562 Enterprise Drive
Lake Mills, WI 53551
Telephone: 920-650-6726 **FAX:** 920-945-0303
Signature:  **Title:** Managing Member
Name: Maley Jean Colbourn **Date:** Oct 9, 2024
Federal Identification #: 46-295176

Project Completion Date: March 31, 2025
Liquidated Damages: \$ 500.00/working day
Bid Bond: 10% - Required with submission of bid proposal
Performance Bond: 100% - May be required of successful bidder
 Provide flat fee or percent of contract price on following page (BF/2)

Contingency Fund: \$10,000 – Shown on BF/2
 For unforeseen circumstances upon approval of Consultant
 Unused portion to be deducted from final contract amount

Roof System Manufacturer: Owens Corning
 CertainTeed Corporation
 Approved Equivalent (Submittal Required)
 Roofing Contractor must be an approved applicator



NEW ROOF SYSTEM

Type: Fiberglass Composition Shingle – Laminate
 Underlayment: 15 lb Felt Underlayment
 "Ice & Water Shield" - Eaves, Valleys & Vertical Transitions
 Ventilation: Continuous Baffle Design Ridge Vents
 Sheet Metal: New Gutters & Downspouts
 New Architectural Sheet Metal Items & Related Work
 Warranty: 20-Year Manufacturer – Total System Warranty
 2-Year Contractor – Workmanship Guarantee

* Refer to Specifications for more detailed information regarding materials and procedures.

LUMP SUM PRICE

CATEGORY	GREEN RIDGE PUMP HOUSE	GRANGE AVE PUMP HOUSE
Base Bid Price	\$ 33200.00	\$ 30600.00
Contingency Fund	\$10,000	\$10,000
Total	\$ 43200.00	\$ 40600.00
Total Combined	\$ 83800.00	

Manufacturer's Roofing System:

Certainted

- NOTES: 1. Any unused portion of the Contingency Fund will be deducted from the final contract amount.
 2. Pricing should include any anticipated work to raise/disconnect/reconnect roof top items.
 3. Pricing should include all required permits from the local jurisdiction.

UNIT PRICING:	Deck Replacement	\$ 3.30	/ sq. ft.
	½" CD-X Plywood – Walls	\$ 4.37	/ sq. ft.
	Additional Ridge Vent Cuts	\$ 13.05	/ lin. ft.
	Vinyl Siding Replacement:	\$ 6.63	/ lin. ft.
	Fascia Board Replacement:	\$ 11.39	/ lin. ft.
	Trim Board Replacement:	\$ 8.03	/ lin. ft.
	Exhaust Vent Replacement:	\$ 95.14	/ vent
	Vent Stack Replacement:	\$ 71.53	/ stack
	Performance Bond	\$ _____	or 3 %

Addendum(s): # 1 Date: October 25, 2024 Initials: _____

Contractor: D&H Royale Construction LLC
 Signature: [Signature] Title: Director of Operations
 Name: Ken Roy Date: 10-16-24



ROOFING CONTRACTOR'S REFERENCE LIST –**Comparable Projects Using the Same General Specified Roof System**

- | | | |
|-------------|--|---|
| 1. Project: | USA Storage Shops | |
| Size: | 229.8 Sq | |
| Location: | 550 - 580 Enterprise Drive Lake Mills, WI 53551 | |
| Contact: | Dan Blaschka | |
| Phone #: | 608-345-6419 | Email: dablaskchka@gmail.com |
| | | |
| 2. Project: | Bryce Satterfield Rentals | |
| Size: | 182.7 Sq. Shingle Roof | |
| Location: | Multiple locations. Ixonia, Lake Mills, and Sullivan | |
| Contact: | Bryce Satterfield | |
| Phone #: | 414-875-7287s | Email: brycesatterfieldrentals@gmail.com |
| | | |
| 3. Project: | Rook Bottom Epress | |
| Size: | 38.31 Sq. Shingle Roof | |
| Location: | 211 S Gardner Ave Jefferson, WI 53549 | |
| Contact: | Vincent Krase | |
| Phone #: | 920-988-1950 | Email: 1966vinnie@charter.net |
| | | |
| 4. Project: | Sharp Corner Rental LLC | |
| Size: | 34.91 Sq. Shingle Roof | |
| Location: | 823 E. Main St. Watertown, WI 53094 | |
| Contact: | Daniel Sanft | |
| Phone #: | 920-267-8800 | Email: daniel.sanft@sanftaccounting.com |
| | | |
| 5. Project: | Jan Vanderhieden | |
| Size: | 30 Sq. Shingle Roof | |
| Location: | 211 Oakbrook Dr Lake Mills, WI 53551-1941 | |
| Contact: | Jan Vanderheiden | |
| Phone #: | (608) 279-8684 | Email: girandy@gmail.com |
| | | |
| 6. Project: | Pine Tree Inn | |
| Size: | 120 Sq. Shingle Roof | |
| Location: | 4544 E. US HWY 14, Janesville, WI 53546 | |
| Contact: | Bobby Patel | |
| Phone #: | (608) 359-8200 | Email: nirvi.13@gmail.com |
| | | |
| 7. Project: | Tyranena Apartments | |
| Size: | | |
| Location: | 320 E Tyranena Park Rd, Lake Mills, WI 53551 | |
| Contact: | Tam Nguyen | |
| Phone #: | 262-567-9091 | Email: anhnhtram@aol.com |
| | | |
| 8. Project: | Scott Bratlet | |
| Size: | 35 Sq. Shingle Roof | |
| Location: | N8094 Abondroth St. Waterloo, WI 53594 | |
| Contact: | Scott Bratlet | |
| Phone #: | 920-478-3020 | Email: _____ |



ROOFING CONTRACTOR'S SUBCONTRACTOR'S

TRADE:	<u>Sheet Metal</u>		
Name:	<u>SouthGate Gutters</u>		
Address:	<u>N1714 CTR Rd K Fort Atkinson</u>		
Phone #:	<u>920-563-3873</u>		
TRADE:	<u>Masonry</u>		
Name:	_____		
Address:	_____		
Phone #:	_____		
TRADE:	<u>HVAC</u>		
Name:	<u>Minn's Air Service</u>		
Address:	<u>N1608 County Rd BB</u>		
	<u>Reeseville, WI 53579</u>		
Phone #:	<u>920-342-2189</u>		
TRADE:	<u>Plumber</u>		
Name:	<u>Plumbing Solutions LLC</u>		
Address:	<u>8321 S. 100th St</u>		
	<u>Franklin, WI 53132</u>		
Phone #:	<u>414-751-8123</u>		
TRADE:	<u>Electrician</u>		
Name:	<u>Elec-Cellent Electric</u>		
Address:	<u>633 Hillside Ct</u>		
	<u>Evansville, WI 53536</u>		
Phone #:	<u>608-620-3779</u>		
TRADE:	<u>Carpenter</u>		
Name:	<u>Ram Roofing</u>	<u>Cesar Mares</u>	
Address:	<u>3010 S. Dellwod St</u>	<u>164 Pheasant Run Apt. 2</u>	
	<u>Appleton, WI 54915</u>	<u>Johnson Creek, WI 53038</u>	
Phone #:	<u>920-378-3712</u>	<u>920-297-1214</u>	



AIA Document A310™ – 2010
Bid Bond**CONTRACTOR:***(Name, legal status and address)*

D&H Royale Construction LLC
562 Enterprise Drive
Lake Mills, WI 53551

OWNER:*(Name, legal status and address)*

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

BOND AMOUNT: \$

Ten Percent of Attached Bid (10%)

PROJECT:*(Name, location or address, and Project number, if any)*

New Berlin Utility Department Complete Roof System Replacement
12400 W. Crawford Drive, 12625 W. Grange Avenue, 5155 S. Sunny Slope Road, &
15454 Rockridge Road, New Berlin, WI 53151

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

SURETY:*(Name, legal status and principal place of business)*

Lexington National Insurance Corporation
P.O. BOX 6098
Lutherville, MD 21094

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

Init.

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User Notes:

(1177639241)

IMPORTANT NOTICE – THIS POWER OF ATTORNEY IS VOID IF “UNIC Original” WATERMARK IS NOT PRESENT

POWER OF ATTORNEY

Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

Mark Leskanic, Matthew Leskanic, Greg Angel, Bette Botticello, Lauren Leskanic, Colin Warner

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of \$6,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on February 15, 2018:

Be it Resolved, that the President, CEO or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and any such instruments so executed by any Attorney-in Fact shall be binding upon the Company as if signed by the President and sealed by the Corporate Secretary.

RESOLVED further, that the signature of the President, CEO or any Vice-President of LEXINGTON NATIONAL INSURANCE CORPORATION may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continues to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.


Ronald A. Frank, CEO



State of Maryland
County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, Chief Executive Officer of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

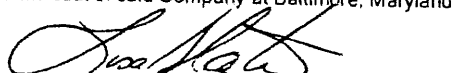
Commission Expires: 01/08/28


Notary



I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 1st day of May, 2024.


Lisa R. Slater, Secretary

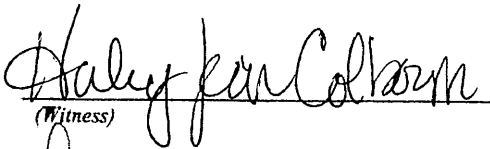
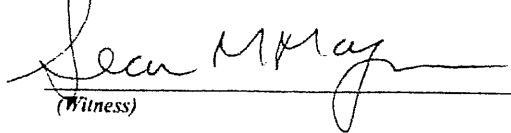
Attached to bond signed this 13th day of June, 2024

F:\unic\Power of Attorney form CS 2021 with Watermark Seal

Exhibit B

Signed and sealed this 13th day of June

, 2024


(Witness)

(Witness)

D&H Royale Construction LLC

(Contractor as Principal)

(Seal)

(Title)

Lexington National Insurance Corporation

(Signature)

(Seal)

(Title)

Mark D. Leskanic, Attorney-in-Fact

Init.

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User Notes:

(1177639241)

2



STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor
Kathy Blumenfeld, Secretary
Jana Steinmetz, Administrator

CERTIFICATION

WI-12951 -
Woman-Owned
Business Enterprise
(W)BE

**The Department of Administration
Division of Enterprise Operations
having determined that**

D&H Royale Construction LLC

*Has successfully met the certification requirements as outlined in
Wisconsin Administrative Code Adm. 83 and the policies adopted thereunder,
hereby grants the designation of*

Woman-Owned Business Enterprise

and is recognized as such until the expiration of registration and certification on

Expiration: February 12, 2027

NAICS Codes:

236118	Residential Remodelers
236210	Industrial Building Construction
236220	Commercial and Institutional Building Construction
238160	Roofing Contractors

Product:

Our expertise lies in managing complex Scopes of Work that require multiple trades and specialties, ensuring seamless and efficient project completion.

Authorized By:

Libby Schmiedlin

Equal Opportunity Specialist

Libby Schmiedlin

Division of Enterprise Operations, Supplier Diversity Program
101 East Wilson Street, PO Box 7970, Madison, WI 53707-7970 | (608) 267-9550 | DOA.WI.GOV



Roofing Consultants, Ltd.

Engineers, Architects & Building Envelope Specialists

1-800-549-0802

ADDENDUM TO GENERAL CONDITIONS

Addendum #: 1
Date: October 25, 2024
Project: City of New Berlin Utility Department
 Steep-Slope Roof System Replacement
 Green Ridge Pump House & Grange Ave Pump House
 12400 W. Crawford Drive & 12625 W. Grange Ave.
 New Berlin, WI 53151

Incorporation of the City of New Berlin General Terms and Conditions of Service Conditions

This Addendum ("Addendum") is made and entered into as of [October 23, 2024] and shall amend and supplement the Construction Contract ("Contract") entered into by and between [D&H Royale Construction, LLC], ("Contractor"), and [City of New Berlin], ("Owner"). The purpose of this Addendum is to incorporate the City of New Berlin's General Terms & Conditions of Service into the existing Contract, subject to the terms and conditions set forth below.

1. Incorporations of the City of New Berlin's General Terms & Conditions of Service

The Contractor and Owner agree that the City of New Berlin's General Terms & Conditions of Service ("City Terms") will now be part of the Contract. These City Terms must be followed for all work performed under this Contract, including any future changes or additions.

2. Coordination with RCL Engineering Group's General Conditions

It is further agreed that the City Terms shall work in conjunction with the General Conditions of the Contract as previously distributed and agreed upon by the parties ("RCL General Conditions"). In the event of any conflict, inconsistency, or ambiguity between the City Terms and the RCL General Conditions, the more stringent requirement of the two documents shall prevail and govern the execution of the work. The Contractor shall be responsible for adhering to whichever document imposes a higher standard or stricter requirement.

3. Compliance and Acknowledgement

The Contractor agrees to fully comply with both the City Terms and the RCL General Conditions. Failure to follow either, or the stricter of the two, will be considered a violation of the Contract.

4. Effect of Addendum

All other parts of the original Contract will remain in effect, except as modified by this Addendum. This Addendum, together with the original Contract, the RCL General Conditions, and the City Terms, will be considered the full agreement between the parties.

****Attached Documents**:**

For reference, the City Terms and the General Conditions of the Construction Contract are attached to this addendum. Please review these documents carefully and sign. Bid Form 2 must be dated and initialed.

These changes are effective immediately and apply to all ongoing and future projects under this agreement. All parties must acknowledge receipt and understanding of this addendum and the attached documents.

Thank you for your attention to these updates.

Sincerely,

Timothy Goehrke
Project Manager / Field Inspector

P.O. Box 1305, Waukesha, WI 53187
 825 N. Cass Ave., Suite 107, Westmont, IL 60559
 17295 Chesterfield Airport Rd., Suite 200, Chesterfield, MO 63005
 6259 Bury Dr., Eden Prairie, MN 55346
 9465 Counselors Row, Indianapolis, IN 46240
 Web Site: www.RCLeng.com

262-549-0802
 847-965-3366
 636-530-3663
 612-238-0802
 317-584-5440
 E-Mail:

Fax: 262-549-0776
 Fax: 847-965-9050
 Fax: 636-530-0596
 Fax: 612-238-0776
 Fax: 317-584-5483
 info@RCLeng.com

**CITY OF NEW BERLIN
GENERAL TERMS and CONDITIONS OF SERVICE**

1. Introduction. This document (hereinafter referred to as "Terms and Conditions") is hereby incorporated and *part* of the contract between the City of New Berlin (hereinafter referred to as "City") and the contractor identified below (hereinafter referred to as "Contractor"). These Terms and Conditions, along with the Scope of Services and any attachments thereto, shall constitute the entire contract for material, work and other goods and services, collectively referred as to the "Goods" between the City and the Contractor. It is expressly agreed that no statement, arrangement, warranty or understanding, oral or written, expressed or implied, will be recognized unless it is stated in or otherwise permitted by these Terms and Conditions, and the aforementioned Scope of Services. These Terms and Conditions are solely for the benefit of the City and the Contractor and are not intended for the benefit of any other party.

2. Proposal. The Contractor is solely responsible for, and shall have sole control of, construction methods, sequences and coordination of all work described in the Scope of Services, unless expressly stated to the contrary.

3. Services and/or Construction Materials. All materials and work shall be furnished in accordance with normal industry standards and practices. Contractor agrees to install or provide the services set forth in the Scope of Services in a good and workmanlike manner, in accordance with construction practices in the Milwaukee Metro area, using quality materials and products as identified in the Scope of Services.

4. Access to the Site. The City shall provide access to the Contractor to work in and on City property, and to provide utility services as may be agreed to the Scope of Services incorporated herein.

5. Storage of Materials. The storage of materials and storage of Contractor's equipment shall be the responsibility of the Contractor. The City agrees to maintain access for the Contractor at the project site and to keep the project site free from obstructions and conflicting work. The Contractor shall be responsible for obtaining builders risk insurance coverage and in general, for insuring the materials and work being provided hereunder.

6. Insurance. Contractor shall maintain workers compensation, automobile liability and commercial general liability insurance coverage with carriers licensed to do business in the State of Wisconsin and with such limits as the City may establish and require from time to time. Contractor shall furnish a Certificate of Insurance evidencing the types and amounts of coverage. Said coverage shall be on all occurrence basis and the limits identified in the general liability coverage shall be for this project and not the policy as a whole. Contractor agrees to require that the insurer list the City as an Additional Insured and to provide adequate evidence of said status through the liability insurance endorsement. Contractor shall further obtain an endorsement from the insurance carrier indicating that any material changes to the policy or any cancellation of the coverage subsequent to the issuance of the Certificate, and until the completion of the services hereunder, shall necessitate that the insurer provide not less than thirty (30) days notice to the City of said fact. Clauses such as that the insurer will endeavor to notify the City are unacceptable and will be rejected.

7. Independent Contractor. The parties warrant that no employer/employee relationship is established between the Contractor and the City by virtue of the terms of this contract. It is understood

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by the parties hereto that the Contractor is an independent contractor and as such, neither it nor its employees if any are employees of the City for purposes of tax, retirement system or social security withholding.

8. Records and Reports. Records relating to the performance of the services under this contract must be retained for seven (7) years after final disposition. However, if any litigation claim or audit has started before the expiration of the seven (7) year period, then records shall be retained for five (5) years after the litigation or audit is resolved.

9. Advertisements. Contractor shall not identify the City as a client or customer of the Contractor, or utilize the name of the City or its logo in any advertisements or other documents placed in the public domain without the express written consent of the City.

10. Changes. In the event that the parties determine that modifications to the terms of the providing of these goods or services are necessary, said change shall not be effective unless executed by authorized representatives of both parties.

11. Delay. Work shall be completed within the number of working days set forth in the contract or otherwise as soon as reasonably practicable unless delay occurs due to work stoppage, adverse weather conditions, labor disputes or modifications to the Terms and Conditions of the Contract.

12. Dispute. These Terms and Conditions shall be deemed to have been made and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms and Conditions or the project as a whole shall be venued in the Waukesha County Circuit Courts, Waukesha County, Wisconsin, unless the parties mutually agree to arbitration and/or mediation in place of civil litigation.

13. Limitation on Liability. The City's liability to the Contractor shall not exceed the sums paid by the City to the Contractor under this contract. In addition, to the extent that the Contractor seeks indemnification from the City, that indemnity shall be subject to the limitations set forth herein. No indemnity provided under any contract hereinunder shall be construed to be a waiver or estoppel of the City of New Berlin or its insureds' ability to rely upon the limitations, defenses and immunities contained within Wisconsin law, including, but not limited to those set forth in Wisconsin Statute §893.80, §895.52 and §345.05. To the extent indemnification is available and enforceable, the City of New Berlin or its insured shall not be liable in indemnity or contribution for any amount greater than the limits of liability for municipal claims established by Wisconsin in law. The City's obligations to indemnify hereunder are further subject to the availability limits of applicable insurance coverage. Under no circumstances shall the City be required to indemnify the Contractor for its own negligence or intentional conduct.

14. Modification and Assignability. This contract, including all documents incorporated by reference herein, may not be enlarged, modified or altered except upon written agreement signed by both parties. The Contractor may not subcontract or assign its rights, including rights to compensation, or terms of performance arising hereunder without the prior written consent of the City. Any subcontractor or assignee shall be bound by all of the terms and conditions of the contract, and will be required to enter into a written agreement with the City.

15. Termination of Contract. This contract may be terminated as follows:

A. *Termination for Convenience.* City may terminate this contract in whole or in part for the convenience of the City when the City determines that the continuation of the project is not in the best interests of the City. Contractor shall

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be entitled to payment for all of the services performed at the date of the termination, together with its direct costs of termination. Under no circumstances shall the Contractor be entitled to any penalty for the termination nor shall the Contractor be entitled to any payment for lost profits.

- B. *Termination for Cause.* If the City determines that the Contractor has failed to comply with any of the terms and conditions of the contract and the scope of services and related documents thereto, the City may give written notice to the Contractor of any such deficiency and in the event that the Contractor fails to cure said deficiency within ten (10) days of the notice of such failure, the City may, with no further notice, declare this contract to be terminated. Contractor will therefore be entitled to receive payment for those services performed at the date of termination, plus the amount of reasonable damages suffered by the City by reason of the Contractor's failure to comply *with* the terms of the contract. Under no circumstances shall the Contractor be entitled to any lost profits arising from the contract.

16. *Warranty.* Contractor warrants and guarantees to City that all materials and equipment and the work to be performed hereunder will be of good quality and free from faults and defects. This warranty shall cover materials for the manufacturer stated warranty period and workmanship for one (1) year from the date of substantial completion or as provided in the Scope of Services attached hereto, whichever is greater.

17. *Conflicts.* If there is any inconsistency between these Terms and Conditions and the Scope of Services or any attachments thereto, these Terms and Conditions shall apply.

18. *Protection of the Project Site.* Contractor agrees to post signage and to appropriately guard the area in which the contract work is being performed, and to take all other steps that may be necessary in accordance with requirements of OSHA and/or other governmental agencies with jurisdiction to ensure that the project site is maintained in a safe manner so as to prevent workers and passersby from entering the project site.

19. *Hold Harmless.* The contractor will defend and hold harmless the City as and against any claims, actions, demands or causes of action brought by a third party for damages or losses arising out of Contractor's performance of the work under these Terms and Conditions and the attached Scope of Services. 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.

20. *Indemnity.* The City shall not be liable for failure on the part of the Contractor or any other party performing under this contract in accordance with all applicable laws and regulations. Contractor waives any and all claims and recourse against the City including the right of contribution for loss of damage to persons or property arising out of or growing out of any way connected with or incident to the performance of this contract, except for liability arising out of the sole negligence of the City or its officers, agents or employees.

21. *Working Hours.* Unless specifically noted, all work included in this contract is to be performed during normal business hours, Monday through Friday. Work performed at any other time or on legal holidays must be specifically approved by the City.

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CITY:
City of New Berlin

CONTRACTOR:

[Insert Contactor Name]

By: _____

(Print Name & Title)

By: _____

(Print Name & Title)

GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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1. DEFINITIONS

Whenever used in these General Conditions of the Construction Contract ("General Conditions") or in the Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural and the male and female gender thereof.

Architect, Consultant, Engineer, Consultant or A/E: The term used to designate the Architect, Consultant and/or the Engineer that contracts with the Owner to provide the Architectural, Consulting and Engineering services for the Project. The Consultants are separate contractors and are not agents of the Owner. The term includes any associates or sub-consultants employed by the Consultant.

Beneficial Occupancy: The condition after Substantial Completion but prior to Final Completion of the Project at which time the Project, or portion thereof, is sufficiently complete and systems operational such that the Owner could occupy and utilize the space for its intended use. Guarantees and warranties applicable to that portion of the Work begin on the date the Owner accepts the Project, or a portion thereof, for such Beneficial Occupancy, unless otherwise specified in the Supplemental General Conditions or by separate agreement.

Change Order: A document issued on or after the effective date of the Contract Between Owner and Contractor which is agreed to by and signed by both the Contractor and the Owner, and which authorizes an addition, deletion or revision in the Work, including any adjustment in the Contract price and/or the Contract Completion Date. The term Change Order shall also include written orders to proceed issued pursuant to Section 31(a)(3). A Change Order, once signed by all parties, is incorporated into and becomes a part of the Contract.

Construction: The term used to include new construction, reconstruction, renovation, remediation, restoration, major repair, demolition and all similar work upon buildings and ancillary facilities, including any draining, dredging, excavation, grading or similar work upon real property.

Consultant: The term used to designate the consultant(s) retained by the Owner for specialty design and/or contract administration

Contract: The term "Contract" shall be interchangeable with the term "Contract Documents."

Contract Administrator: The Owner, or his representative, may appoint the Contract Administrator to provide site administration of the Contract. This shall include the coordination of all Work, the administration of all meetings and the flow of all paperwork, including Applications for Payment, specified by the Contract. The Scope of Authority of the Contract Administrator shall be detailed in a contract between the Owner and the Contract Administrator. A copy of this Scope shall be provided to the Contractor.

Contract Completion Date: The date by which the Work must be available to the Owner for inspection to determine whether the work has reached Substantial Completion, in accordance with Section 36(a). The Contract Completion Date is customarily established in the Notice To Proceed, based on the Time for Completion provided in the Contract Between Owner and Contractor. In some instances, however, the Contract contains a mandatory Contract Completion Date.

Contract Documents: The Contract Between Owner and Contractor signed by the Owner and the Contractor and any documents expressly incorporated therein. Such incorporated documents customarily include, but are not limited to, the bid submitted by the Contractor, these General Conditions, any Supplemental General Conditions, any Special Conditions, the plans and the specifications, and all modifications, including addenda and subsequent Change Orders.

Contract Price: The total compensation payable to the Contractor for performing the Work, subject to modification by Change Order.

Contractor: The person with whom the Owner has entered into a contractual agreement to do the Work.

Day(s): Calendar day(s) unless otherwise noted.



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Defective Work: Work determined to be nonconforming, deficient or defective by Consultant or Owner's Representative.

Drawing: A page or sheet of the Plans which presents a graphic representation, usually drawn to scale, showing the technical information, design, location, and dimensions of various elements of the Work. The graphic representations include, but are not limited to, plan views, elevations, transverse and longitudinal sections, large and small scale sections and details, isometrics, diagrams, schedules, tables and/or pictures.

Emergency: Any unforeseen situation, combination of circumstances, or a resulting state that poses imminent danger to health, life or property.

Fall Protection Plan: A plan developed by the Contractor or Subcontractor conforming to Federal, State and local codes to protect employees from falling and to protect the general public from falling objects. The Contract Administrator shall review the Fall Protection Plan. A copy of the Fall Protection Plan shall be maintained in the Job Log.

Final Completion Date: The date of the Owner's acceptance of the Work from the Contractor upon confirmation from the Consultant and the Contractor that the Work is totally complete in accordance with Section 36(b).

Field Directive: A written order, using an equivalent form, issued by a member of the Consultant which directs the Contractor to commence reviewing a change in design or amending an allowance incorporated in a Contract.

Field Order: A written order issued by a member of the Consultant which clarifies or explains the plans or specifications, or any portion or detail thereof, without changing the design, the Contract Price, the Time for Completion or the Contract Completion Date.

Float: The excess time included in a construction schedule to accommodate such items as inclement weather and associated delays, equipment failures, and other such unscheduled events. It is the contingency time associated with a path or chain of activities and represents the amount of time by which the early finish date of an activity may be delayed without delaying the overall completion of the Project. Any difference in time between the Contractor's approved early completion date and the Contract Completion Date shall be considered a part of the Project Float.

Float, Free: The time (in days) by which an activity may be delayed or lengthened without impacting upon the start day of any activity following in the chain.

Float, Total: The difference (in days) between the maximum time available within which to perform an activity and the duration of an activity. It represents the time by which an activity may be delayed or lengthened without impacting the Time for Completion or the Contract Completion Date.

Job Log: A log of all activities, submittals, meeting minutes, photographs, project documents, sign-in sheets, weather data, accident reports, Fall Protection Plans, Safety Plans, inspection reports, permits and project notes to be maintained by the contractor on site, two copies of which shall be provided to the Owner at project completion.

Notice: All written notices, including demands, orders, directives, instructions, claims, approvals and disapprovals, required or authorized under the Contract Documents. Any written notice by either party to the Contract shall be sufficiently given by any one or combination of the following, whichever shall first occur (1) delivered by hand to the last known business address of the person to whom the notice is due; (2) delivered by hand to the person's authorized agent, representative or officer wherever they may be found; or (3) enclosed in a postage prepaid envelope addressed to such last known business address and delivered to a United States Postal Service official or mailbox. Notice delivered via United States Postal Service shall be deemed effective 72 hours after the delivery to the United States Postal Service official or mailbox, or upon the actual receipt of the Notice, whichever occurs first. All Notices to the Owner should be directed to the Contract Administrator.



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If the Owner and the Contractor agree in writing that Notices transmitted by Facsimile (Fax) are acceptable for the Project, such Notice shall be transmitted to the Fax number listed in the agreement and shall have a designated space for the Fax Notice recipient to acknowledge his receipt by authorized signature and date. The Fax Notice with authorized signature acknowledging receipt shall be faxed back to the sender. The Faxed Notice shall be effective on the date it is acknowledged by authorized signature. All Faxed Notices shall also be sent by hard copy, which shall be effective upon delivery, as provided herein. Notice shall be effective upon the date of acknowledgment of the Faxed Notice or the date of delivery, whichever occurs first.

Notice to Proceed: A written notice, on an equivalent document, given by the Owner to the Contractor (with a copy to the Consultant) fixing the date on which the Contract time will commence for the Contractor to begin the prosecution of the Work in accordance with the requirements of the Contract Documents. The Notice to Proceed will customarily confirm the Contract Completion Date based upon the requirements of the Contract Between Owner and Contractor.

Owner: The persons with whom the Contractor has entered into a contractual agreement and for whom the Work or services is to be provided. The term "Owner," as used herein, shall also include the Owner's Representative, if the Owner appoints one. (See limitations of the Owner's Representative below.)

Owner's Representative: The Owner's Representative as used herein shall be the Owner's designated agent on the Project. The Owner's Representative shall be the person through whom the Owner generally conveys written decisions and notices. All notices due the Owner and all information required to be conveyed to the Owner shall be conveyed to the Owner's Representative. The scope of the Owner's Representative's authority is limited to that authorized by the Owner, who shall provide written information to the Contractor at the Pre-construction meeting defining those limits. In all instances within the limits of such scope, the Owner's Representative shall be considered a fully authorized agent of the Owner. Upon receipt of such scope, the Contractor shall be on notice that it cannot rely on any decisions of the Owner's Representative outside the scope of his authority. Nothing herein shall be construed to prevent the Owner from issuing any notice directly to the Contractor. The Owner may change the Owner's Representative from time to time and may, in the event that the Owner's Representative is absent, disabled or otherwise temporarily unable to fulfill his duties, appoint an interim Owner's Representative.

Person: This term includes any individual, corporation, partnership, association, company, business, trust, joint venture, or other legal entity.

Plans: The term used to describe the group or set of project-specific drawings which are included in the Contract Documents.

Project: The term used instead of the specific or proper assigned title of the entire undertaking which includes, but is not limited to, the Work described by the Contract Documents.

Project Observer: One or more persons employed by the Owner or Contract Administrator to inspect the Work on behalf of the Owner and to document and maintain records of activities at the Site to the extent required by the Owner. The Owner shall notify the Contractor in writing of the appointment of such Project Observer(s). The scope of the Project Observer's authority with respect to the Contractor is limited to that indicated in Section 13(e) and (f) and as supplemented by the Owner in writing to the Project Observer, which shall be copied to the Contractor.

Provide: Shall mean furnish and install ready for its intended use.

Safety Plan: A plan developed by the Contractor or Subcontractor in compliance with Federal, State and local codes to provide safe working conditions on site and to protect the general public from the ongoing work. The Contract Administrator shall review the Safety Plan. A copy of the Safety Plan shall be maintained in the Job Log.

Site: Shall mean the location at which the Work is performed or is to be performed.



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Specifications: That part of the Contract Documents containing the written administrative requirements and the technical descriptions of materials, equipment, construction systems, standards, and workmanship which describe the proposed Work in sufficient detail and provide sufficient information for the Building Official to determine code compliance and for the Contractor to perform the Work. (The General Conditions, any Supplemental General Conditions, various bidding information and instructions, and blank copies of various forms to be used during the execution of the Work shall be bound with the Specifications.)

Subcontractor: A person having a direct contract with the Contractor or with any other Subcontractor for the performance of the Work. Subcontractor includes any person who provides on-site labor but does not include any person who only furnishes or supplies materials for the Project Submittals: All shop, fabrication, setting and installation drawings, diagrams, illustrations, schedules, samples, and other data required by the Contract Documents which are specifically prepared by or for the Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by the Contractor to illustrate material or equipment conformance of some portion of the Work with the requirements of the Contract Documents.

Substantial Completion: The condition when the Owner agrees that the Work, or a specific portion thereof, is sufficiently complete, in accordance with the Contract Documents, so that it can be utilized by the Owner for the purposes for which it was intended. The Owner at its sole discretion may take Beneficial Occupancy at this time or choose to wait to occupy until after Final Completion is achieved.

Supplemental General Conditions: That part of the Contract Documents which amends or supplements the General Conditions.

Supplier: A manufacturer, fabricator, distributor, material man or vendor who provides material for the Project but does not provide on-site labor.

Time for Completion: The number of consecutive calendar days following the issuance of the Notice to Proceed which the Contractor has to substantially complete all Work required by the Contract. When the Notice to Proceed is issued, it states a Contract Completion Date, which has been set by the Owner based on the Time for Completion.

Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which are or have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Work: The services performed under this Contract including, but not limited to, furnishing labor, and furnishing and incorporating materials and equipment into the construction. The Work also includes the entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents.

2. CONTRACT DOCUMENTS

The Contract Between Owner and Contractor, the Workers' Compensation Certificate of Coverage, the Standard Performance Bond (when required), the Standard Labor and Material Payment Bond (when required), the Schedule of Values and Certificate for Payment, the Contractor's Certificate of Substantial Completion, and the Contractor's Certificate of Completion are forms incorporated in these General Conditions by reference and are made a part hereof to the same extent as though fully set forth herein. The Contractor must use them for their respective purposes.

- (a) All time limits stated in the Contract Documents, including but not limited to the Time for Completion of the Work, are of the essence of the Contract.



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- (b) The Contract Between Owner and Contractor shall be signed by the Owner and the Contractor in as many original counterparts as may be mutually agreed upon, each of which shall be considered an original.
- (c) Anything called for by one of the Contract Documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other Contract Documents shall have the intended effect. In the event of conflicts among the Contract Documents, the Contract Documents shall take precedence in the following order: the Supplemental General Conditions the Contract Between Owner and Contractor; the General Conditions, the Special Conditions; the specifications with attachments; and the plans.
- (d) If any provision of this Contract shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision.
- (e) All correspondence, invoices, memoranda, submittals and other documents related to this Project whether generated by the Owner, the Consultant and/or Consultant, the Contractor or others should be identified at the beginning of the document by the Project Number. Additional identification such as a job number, purchase order number or such may also be shown at the generator's option.

3. LAWS AND REGULATIONS

- (a) The Contractor shall comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work and shall give all notices required thereby.
- (b) This Contract and all other contracts and subcontracts are subject to the provisions of applicable laws within the jurisdiction of the Work relating to labor unions and the "right to work." The Contractor and its Subcontractors, whether residents or nonresidents of the jurisdiction, who perform any Work related to the Project shall comply with all of the said provisions.
- (c) IMMIGRATION REFORM AND CONTROL ACT OF 1986: By signing this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
- (d) The provisions of all rules and regulations governing safety in the jurisdiction of the Work shall apply to all Work under this Contract. Federal, State and local inspectors shall be granted access to the Work for inspection without first obtaining a search or administrative warrant
- (e) Building Permit: The Contractor shall be responsible for obtaining and paying for all permits required by the local building authority or such authority that has jurisdiction over the construction of the Work.
- (f) The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements in Subsections (a), (b), and (c) of Section 30 of these Short Form General Conditions with respect to each lower-tier Subcontractor and Supplier.
- (g) The Contractor, if not licensed as an asbestos abatement contractor within the jurisdiction of the work, shall have all asbestos-related Work performed by subcontractors who are duly licensed as asbestos contractors as appropriate for the Work required.



- (h) If the Contractor violates laws or regulations that govern the Project, the Contractor shall defend and indemnify the Owner against any fines and/or penalties that result from such violation. To the extent that such violation is the result of negligence or other actionable conduct of the Contractor, the Contractor shall indemnify and hold the Owner harmless against any third party claims, suits, awards, actions, causes of action or judgments, including but not limited to attorney's fees and costs incurred thereunder that result from such violation.

4. NONDISCRIMINATION

- (a) During the performance of this Contract, the Contractor agrees as follows:
- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor will state that such Contractor is an equal opportunity employer.
 - (3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Contractor will include the provisions of the foregoing paragraphs (1), (2) and (3) in every subcontract or purchase order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each Subcontractor or vendor.

- (b) Where applicable, the Federal Americans with Disabilities Act shall apply to the Contractor and all Subcontractors.

5. PROHIBITION OF ALCOHOL AND OTHER DRUGS

- (a) The Contractor shall establish, maintain and enforce policies which prohibit the following acts by all Contractor, Subcontractor and Supplier personnel at the Site:
- (1) The manufacture, distribution, dispensation, possession, or use of alcohol or other drugs, except possession and medically prescribed use of prescription drugs.
 - (2) The impairment of judgment or physical abilities due to the use of alcohol or other drugs, including impairment from prescription drugs.
- (b) The Contractor shall post a copy of the policy in a conspicuous place at the Site and assure that all Contractor, Subcontractor and Supplier personnel entering the Site are informed of and comply with the policy.
- (c) Smoking shall not be allowed on the work site. A designated smoking area is to be agreed upon at the pre-construction meeting.

6. TIME FOR COMPLETION

- (a) The Time for Completion shall be as established in the Contract Documents. The Work must be substantially completed by the Contract Completion Date. Unless otherwise specified in the Supplemental General Conditions, the Contractor shall achieve Final Completion within thirty (30) days after the date of Substantial Completion. Contractor has satisfied for itself, and agrees that the time for completion established herein is reasonable and achievable.



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- (b) The Time for Completion shall be stated in the Contract Between Owner and Contractor and shall become a binding part of the Contract upon which the Owner may rely in planning the use of the facilities to be constructed and for all other purposes. If the Contractor fails to substantially complete the Work within the Contract Completion Date, he shall be subject to payment of actual damages incurred by the Owner.
- (c) The Contractor, in submitting his bid, acknowledges that he has taken into consideration normal weather conditions. Normal weather does not mean statistically average weather, but rather means a range of weather patterns, which might be anticipated, based on weather data for the past ten (10) years, (i.e., conditions which are not extremely unusual). Normal weather conditions shall be determined from the public historical records available, such as the U.S. Department of Commerce, local Climatological Data Sheets, National Oceanic and Atmospheric Administration / Environmental Data and Information Service, National Climatic Center or National Weather Service. The data sheets to be used shall be those for the locality or localities closest to the site of the work. No additional compensation will be paid to the Contractor because of adverse weather conditions; however, an extension of time for abnormal weather will be considered by the Owner under the following conditions:
 - (1) The request for additional time shall be further substantiated by weather data collected during the period of delay at the Site. Said data must demonstrate that an actual departure from normal weather occurred at the Site during the dates in question.
 - (2) The extension requested must be accompanied by a bar graph schedule detailing the time required to complete the project.
 - (3) All of the evidence and data supporting the request (including both historical data and the recordings at the Site during the time of delay) must be furnished to the Owner before any consideration will be given to the request.
- (d) The Contractor represents and agrees that he has taken into account in his bid the requirements of the bid documents, local conditions, availability of materials, equipment, and labor, and any other factors which may affect the performance of the Work. The Contractor agrees and warrants that he will achieve Substantial Completion of the Work to allow the Owner to have Beneficial Occupancy by the Time for Completion or Contract Completion Date.
- (e) The Contractor agrees and warrants that he will achieve Final Completion of the Work (the entire completion of all Work, including "punch list" items), not later than thirty (30) days after achieving Substantial Completion.

7. CONDITIONS AT SITE

- (a) The Contractor shall have visited the Site prior to bidding and is totally responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site, and the character and extent of existing improvements and work within or adjacent to the Site. Claims, which result from the Contractor's failure to do so, will be deemed waived.
- (b) If, in the performance of the Contract, hidden physical conditions of a building being modified are exposed revealing unusual or materially different conditions from those ordinarily encountered or inherent in work of this nature, or if subsurface or latent conditions at the Site are found which are materially different from those frequently present in the locality or from those indicated in the Contract Documents, the Contractor must report such conditions to the Owner and to the Consultant before the conditions are disturbed. Upon such notice, or upon his own observation of such conditions, the Consultant shall promptly propose such changes in the Contract Documents as he finds necessary to conform to the different conditions.
- (c) If the Contractor, during the course of the Work, observes the existence of any material, which he knows, should know, or has reason to believe is hazardous to human health, the Contractor shall promptly notify the Owner. The Owner will provide the Contractor with instructions



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regarding the disposition of the material. The Contractor shall not perform any Work involving the material or any Work causing the material to be less accessible prior to receipt of special instructions from the Owner.

8. SUBCONTRACTS

- (a) The Contractor shall, as soon as practicable after the signing of the Contract, notify the Owner and Consultant in writing of the names of all Subcontractors proposed for the principal parts of the Work and of such others as the Consultant may direct. Where the Scope of Work or specifications establish qualifications or criteria for Subcontractors, manufacturers, or individuals performing Work on the project, the Contractor shall be responsible for ascertaining that those proposed meet the criteria or qualifications. The Contractor shall not employ any Subcontractor that the Owner may, within a reasonable time, object to as unsuitable. Neither the Owner nor the Consultant shall direct the Contractor to contract with any particular Subcontractor unless provided in the Contract Documents.
- (b) The Owner may select a particular Subcontractor for a certain part of the Work and designate in the Contract Documents or Supplemental General Conditions that the Subcontractor shall be used for the part of the Work indicated and that the Subcontractor has agreed to perform the Work for the subcontract amount stipulated in writing. The Contractor shall include the stipulated amount plus his Contractor markups in the final Contract Sum. In such case, the Contractor shall be responsible for that Subcontractor and its work and the Subcontractor shall be responsible to the Contractor for its work just as if the Contractor had selected the Subcontractor.
- (c) The Owner shall, on request, furnish to any Subcontractor, if practicable, the amounts of payments made to the Contractor, the Schedule of Values and Requests for Payment submitted by the Contractor and any other documentation submitted by the Contractor which would tend to show what amounts are due and payable by the Contractor to the Subcontractor.
- (d) The Contractor shall be fully responsible to the Owner for all acts and omissions of his agents and employees and all succeeding tiers of Subcontractors and Suppliers performing or furnishing any of the Work. Nothing in the Contract Documents shall create any contractual relationship between Owner or Consultant and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of Owner or Consultant to pay for or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization, except as may otherwise be required by law.
- (e) The Contractor shall be fully responsible for his invitees at the Site and for those of his Subcontractors, Suppliers, and their employees, including any acts or omissions of such invitees. All invitees shall sign-in at the Job Log.
- (f) The Contractor agrees that he alone is responsible for all dealings with his Subcontractors and Suppliers, and their subcontractors, employees and invitees, including, but not limited to, the Subcontractors' or Suppliers' claims, demands, actions, disputes and similar matters unless specifically provided otherwise by the Contract or by statute.
- (g) Contingent Assignment of Subcontracts. Each subcontract, purchase order or agreement for a portion of the work is assigned by the Contractor to the Owner provided that: (i) assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 34, and only for those subcontracts, purchase orders or similar agreements which the Owner accepts by notifying the Subcontractor(s) and Contractor in writing; and, (ii) this assignment includes, without limitations, the Contractor's rights under the Subcontractor's bonds, if any; provided (iii) the assignment is subject to prior rights of the surety, if any, that is obligated under the bond relating to the Contract.



9. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

- (a) The Contractor shall not commence Work under this Contract until he has obtained all the insurance required hereunder from an insurer authorized to do business in the jurisdiction of the Work and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until the same types of insurance in an appropriate amount have been obtained by the Subcontractor and approved by the Contractor. Approval of insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder. Prior to commencement of the Work, Contractor shall deliver to Owner a certificate of insurance evidencing all of the following coverages and naming Owner and its officers, board members, employees and agents as additional insured's. All insurance shall be occurrence based; claims-made policies are not permitted.
- (b) The Contractor shall take out and shall maintain at all times during the performance of the Work Workers' Compensation and Employers' Liability Insurance for all of his employees engaged in the Work in an amount not less than the minimum required by the State in which the Work is performed, and, in case any of the Work is sublet, the Contractor shall require each Subcontractor similarly to provide Workers' Compensation and Employers' Liability Insurance for all of the latter's employees to be engaged in the Work. The Contractor shall submit on the form provided by the Owner a Certificate of Coverage verifying Workers' Compensation coverage prior to award of the Contract. The Contractor shall likewise obtain a Certificate of Coverage for Workers' Compensation coverage from each Subcontractor prior to awarding the subcontract and shall provide a copy to the Owner.
- (c) During the performance of the Work under this Contract, the Contractor shall maintain commercial general liability insurance to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability, and Personal Injury Liability, which shall insure him against claims of personal injury, including death, as well as against claims for property damage which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of general liability insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined limit. The Owner, its officers, employees and agents, shall be named as an additional insured with respect to the Work being procured.
- (d) During the performance of the Work under this Contract, the Contractor shall maintain automobile liability insurance which shall insure him against claims of personal injury, including death, as well as against claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of automobile insurance shall be not less than \$1,000,000 combined limit for bodily injury and property damage per occurrence.
- (e) The Asbestos Contractor or Subcontractor, as the case may be, shall provide occurrence-based liability insurance with asbestos coverages in an amount not less than \$1,000,000 and shall name the following as additional insureds: The Owner; all members of the Consultant (if not the Asbestos Project Designer); and the Contractor (where the asbestos work is being performed by the Asbestos Subcontractor).
- (f) Contingent Assignment of Subcontracts. Each subcontract, purchase order or agreement for a portion of the work is assigned by the Contractor to the Owner provided that: (i) assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 34, and only for those subcontracts, purchase orders or similar agreements which the Owner accepts by notifying the subcontractor (s) and Contractor in writing; and, (ii) this assignment includes, without limitations, the Contractor's rights under the subcontractor's bonds, if any; provided (iii) the assignment is subject to prior rights of the surety, if any, that is obligated under the bond relating to the Contract.



10. TAXES AND FEES

The Contractor shall pay all applicable Federal, State, and local taxes and fees applicable to the project. The Contractor shall identify in the bid all taxes and fees included in the contract amount and those taxes and fees that shall be added to the contract amount. Any tax or fee not identified as an addition to the contract amount shall be assumed to be included in the contract amount.

11. PATENTS

The Contractor shall obtain all licenses necessary to use any invention, article, appliance, process or technique of whatever kind used in the performance of the Contract and shall pay all royalties and license fees. The Contractor shall hold the Owner, its officers, agents and employees harmless against any loss or liability for or on account of the infringement of any patent rights in connection with any invention, process, technique, article or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless such invention, process, technique, article or appliance is specifically named in the specifications or plans as acceptable for use in carrying out the Work. If, before using any invention, process, technique, article or appliance specifically named in the specifications or plans as acceptable for use in carrying out the Work, the Contractor has or acquires information that the same is covered by letters of patent making it necessary to secure the permission of the patentee, or other, for the use of the same, he shall promptly advise the Owner and the Consultant. The Owner may direct that some other invention, process, technique, article or appliance be used. Should the Contractor have reason to believe that the invention, process, technique, article or appliance so specified is an infringement of a patent, and fail to inform the Owner and the Consultant, he shall be responsible for any loss or liability due to the infringement.

12. CONSULTANT STATUS

- (a) The Consultant shall have authority to endeavor to secure the faithful performance by Owner and Contractor of the Work under the Contract. The Consultant shall review the Contractor's Submittals for conformance to the requirements of the Contract Documents and return copies to the Contractor with appropriate notations. He shall interpret the requirements of the plans and specifications and issue Field Orders and Directives to the Contractor as may be required. He shall recommend to the Owner suspension of the Work (in whole or in part) whenever such suspension may be necessary to ensure the proper execution of the Contract. He shall have authority to reject, in writing, Work, including material, installation or workmanship, which does not conform to the requirements of the plans and specifications. He shall determine the progress and quality of the Work, subject to the right of the Owner to make an overriding decision to the contrary. Upon request by the Contractor, the Consultant shall confirm, in writing within seven (7) days, any oral order or determination made by him.
- (b) The Consultant shall have no authority to approve or order changes in the Work which alters the design concept or which call for an extension of time or a change in the Contract Price.
- (c) Although the Owner is bound by the terms of the Contract with the Contractor, including the plans and specifications, the Owner shall have the right, but not the duty, to countermand any decision of the Consultant and to follow or reject the advice of the Consultant, including but not limited to, acceptance of the Work, as it deems best. In those instances where the Consultant has been given authority to act, the Consultant shall promptly do so, but in the case of disagreement between the Consultant and the Owner, the decision of the Owner shall be final. The Contractor shall not be bound by any determination, interpretation, or decision of the Consultant if it is later determined that the same is not in accord with the Contract Documents. The party taking issue with the determination, interpretation or decision of the Consultant shall give the other party written notice of such fact within ten (10) days after the determination, interpretation or decision is communicated by the Consultant. In the actual performance of the



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Work, however, the Contractor shall, in the first instance, proceed in accordance with instructions given by the Consultant unless the Owner and the Contractor mutually agree that the Contractor will proceed otherwise.

- (d) All orders from the Owner to the Contractor shall be transmitted through the Consultant.
- (e) The Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures (other than those expressly specified in Contract Documents), or for safety and fall protection precautions and programs in connection with the Work, and they shall not be responsible for the Contractor's failure to carry out the Contractor's own responsibilities.
- (f) The provisions of this section are included as information only to describe the relationship between the Owner, Consultant, and Contractor. No failure of the Consultant to act in accordance with this section shall relieve the Contractor from his obligations under the Contract or create any rights in favor of the Contractor.

13. INSPECTION/OBSERVATION

- (a) All material and workmanship shall be subject to observation, examination and testing by the Owner, the Owner's Representative, the Consultant, the Project Observer, authorized inspectors and authorized independent testing entities at any and all times during manufacture and construction. The Consultant and the Owner shall have authority to reject defective material and workmanship and require its correction. Defective workmanship shall be satisfactorily corrected and defective material shall be satisfactorily replaced with proper material without charge therefore, and the Contractor shall promptly segregate and remove the defective material from the Site. If the Contractor fails to proceed at within a reasonable time with replacement of defective material and/or the correction of defective workmanship, the Owner may, after 7 days notice with opportunity to cure, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the Contractor, or may, after 7 days notice with the opportunity to cure terminate the right of the Contractor to proceed as provided in Section 34 of these General Conditions, the Contractor being liable for any damage to the same extent as provided in Section 34 for termination thereunder.
- (b) Site inspections, tests conducted on Site or tests of materials gathered on Site, which the Contract requires to be performed by independent testing entities shall be contracted and paid for by the Owner. The Contractor shall promptly furnish, without additional charge, all reasonable facilities, labor and materials necessary and convenient for making such tests. Except as provided in (d) below, whenever such examination and testing finds defective materials, equipment or workmanship, the Contractor shall reimburse the Owner for the cost of re-examination and retesting. Although conducted by independent testing entities, the Owner will not contract and pay for tests or certifications of materials, manufactured products or assemblies which the Contract, codes standards, etc., require to be tested and/or certified for compliance with industry standards such as Underwriters Laboratories, Factory Mutual or current ASTM protocols. If fees are charged for such tests and Certifications, they shall be paid by the Contractor. The Contractor shall also pay for all inspections, tests, and certifications which the Contract specifically requires him to perform or to pay, together with any inspections and tests which he chooses to perform for his own purposes, but are not required by the Contract.
- (c) Where Work is found to be related to or dependent on Defective Work, the Contractor shall stop such related or dependent Work until the Defective Work or deficiency is corrected or an alternative solution is presented that is satisfactory to the Owner. Where Work is rejected because of defective material or workmanship, the Contractor shall stop like Work in other areas or locations on the Project until the matter is resolved and the Owner has approved corrective measures.



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- (d) The Project Observer has the authority to recommend to the Consultant and the Owner that the Work be suspended when in his judgment the Contract Documents are not being followed. Any such suspension shall be continued only until the matter in question is resolved to the satisfaction of the Owner. The cost of any such Work stoppage shall be borne by the Contractor unless it is later determined that no fault existed in the Contractor's Work.
- (e) The Project Observer has the right and the authority to:
 - (1) Observe all construction materials, equipment, and supplies for quality and for compliance with the Contract Documents and/or approved shop drawings and Submittals.
 - (2) Observe workmanship for compliance with the standards described in the Contract Documents.
 - (3) Observe and report on all tests and inspections performed by the Contractor.
 - (4) Recommend to the Owner's Representative rejection of Work which does not conform to requirements of the Contract Documents.
 - (5) Keep a record of construction activities, tests, inspections, and reports and append these to the Contractor's Job Log.
 - (6) Attend all joint site construction meetings and inspections held by the Owner and/or the Consultant with the Contractor.
 - (7) Check materials and equipment, together with documentation related thereto, delivered for conformance with approved Submittals and the Contract.
 - (8) Check installations for proper workmanship and conformance with shop drawing and installation instructions and report the findings to the Owner's Representative.
 - (9) Assist in the review and verification of the Schedule of Values and Certificate for Payment, submitted by the Contractor each month.
 - (10) Do all things for or on behalf of the Owner as the Owner may subsequently direct in writing.
- (f) The Project Observer has no authority to:
 - (1) authorize deviations from the Contract Documents,
 - (2) enter into the area of responsibility of the Contractor's superintendent,
 - (3) issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures, or in regard to safety precautions and programs in connection with the Work,
 - (4) authorize or suggest that the Owner occupy the Project, in whole or in part,
 - (5) issue a certificate for payment, or
 - (6) institute any safety or fall protection procedures.
- (g) The duties of the Project Observer are for the benefit of the Owner only and not for the Contractor. The Contractor may not rely upon any act, statement, or failure to act on the part of the Project Observer, nor shall the failure of the Project Observer to properly perform his duties



in any way excuse Defective Work or otherwise improper performance of the Contract by the Contractor.

14. SUPERINTENDENCE BY CONTRACTOR

- (a) The Contractor shall have a competent foreman or superintendent, satisfactory to the Consultant and the Owner, on the Site at all times during the progress of the Work. The superintendent or foreman shall be familiar with and be able to read and understand the plans and specifications, and be capable of communicating orally and in writing with the Owner's inspectors and the Contractor's workers. The Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, for coordinating all portions of the Work under the Contract except where otherwise specified in the Contract Documents, and for all safety and worker health programs and practices. The Contractor shall notify the Owner and Consultant, in writing, of any proposed change in superintendent, including the reason therefore, prior to making such change. Contractor shall make a change in its Superintendent only upon approval by Consultant and Owner.
- (b) The Contractor shall, at all times, enforce strict discipline and good order among the workers on the Project, and shall not employ on the Work, or contract with, any unfit person, anyone not skilled in the Work assigned to him, or anyone who will not work in harmony with those employed by the Contractor, the Subcontractors, the Owner or the Owner's separate contractors and their subcontractors.
- (c) The Owner may, in writing, require the Contractor to remove from the Site any employee or Subcontractor's employee the Owner deems to be incompetent, careless, not working in harmony with others on the Site, or otherwise objectionable, but the Owner shall have no obligation to do so.

15. CONSTRUCTION SUPERVISION, METHODS AND PROCEDURES

- (a) The Contractor shall be solely responsible for supervising and directing 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. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and for coordinating all portions of the Work under the Contract, except where otherwise specified in the Contract Documents. However, the Contractor shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract. The Contractor is solely responsible to the Owner that the finished Work complies with the Contract Documents.

The Contractor shall be solely responsible for health and safety precautions and programs for workers and others in connection with the Work. No inspection by, knowledge on the part of, or acquiescence by the Consultant, the Project Observer, the Owner, the Owner's employees and agents, or any other entity whatever shall relieve the Contractor from its sole responsibility for compliance with the requirements of the Contract or its sole responsibility for health and safety programs and precautions.

- (b) The Contractor shall develop and implement a written Fall Protection work plan including each area of the work place where the employees are assigned and where fall hazards greater than 6 feet, or otherwise defined in applicable safety regulations, exist. The Fall Protection Plan shall:
 - (1) Identify all fall hazards in the work area.
 - (2) Describe the correct procedures for the assembly, maintenance, inspection, and disassembly of the fall protection system to be used.



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- (3) Describe the correct procedures for the handling, storage, and securing of tools and materials.
 - (4) Describe the method of providing overhead protection for workers who may be in, or pass through, the area below the work site.
 - (5) Describe the method for prompt, safe removal of injured workers.
- (c) Prior to permitting employees into areas where fall hazards exist the Contractor shall:
- (1) Ensure that employees are trained and instructed in the items described above.
 - (2) Inspect fall protection devices and systems to ensure compliance with local, state and federal requirements applicable to the project.
- (d) Training of employees:
- (1) The Contractor shall ensure that employees are trained for the relevant job designation. Training shall be documented and shall be available on the job site.
 - (2) "Retraining." When the Contractor has reason to believe that any affected employee who has already been trained does not have the understanding and skill required by Section 15 (b) of this document, the Contractor shall retrain each such employee. Circumstances where retraining is required include, but are not limited to, situations where:
 - Changes in the workplace render previous training obsolete.
 - Changes in the type of fall protection systems or equipment to be used render previous training obsolete.
 - Inadequacies in an affected employee's knowledge or use of fall protection systems or equipment indicate that the employee has not retained the requisite understanding or skill.
- (e) If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, the Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Consultant, subject to the Owner's right to disapprove.

16. SCHEDULE OF THE WORK

- (a) **General:** The Contractor is responsible for the scheduling and sequencing of the Work, for coordinating the Work, for monitoring the progress of the Work, and for taking appropriate action to keep the Work on schedule. Extensions of time pursuant to Sections 31, 32, and 35, damages for delay, and all other matters between the Owner and the Contractor will be determined using the contractually required Substantial Completion date, not an early Contract Completion.

Within a reasonable time after the Contractor signs the Contract Between Owner and Contractor, unless otherwise extended by the Owner at the time of the signing, the Contractor shall prepare and submit to the Owner, with a copy to the Consultant, a preliminary bar graph schedule for accomplishing the Work based upon the Time for Completion stated in the Contract. The preliminary bar graph schedule shall be in sufficient detail to show the sequencing of the various trades for each floor level, wing or work area. The Owner will notify



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the Contractor of its acceptance of or objections to the preliminary schedule within seven (7) days of receipt by the Owner.

The Owner's failure to reject or its acceptance of any schedule, graph, chart, updated schedule, plan of action, etc., shall not constitute a representation or warranty by the Owner, including but not limited to a representation or warranty that the schedule is feasible or practical nor shall any such acceptance or failure to reject relieve the Contractor from sole responsibility for completing the Work within the time allowed.

No progress payments will be payable to the Contractor until after it has submitted a preliminary schedule which is acceptable to the Owner and which is compliance with the Contract Completion Date. Nor shall subsequent progress payments be payable to the Contractor unless and until he maintains the monthly bar graphs or status reports required by Section 16(c) herein or unless and until he provides any recovery schedule pursuant to Section 16(d) herein.

Failure to provide a satisfactory preliminary or fully complete Project Schedule within the time limits stated above shall be a breach of contract for which the Owner may terminate the Contract in the manner provided in Section 34 of these General Conditions.

- (b) **Bar Graph Schedule:** Where a bar graph schedule is required, it shall be time-scaled in weekly increments, shall indicate the estimated starting and completion dates for each major element of the Work by trade and by area, level, or zone, and shall schedule dates for all salient features, including but not limited to the placing of orders for materials, submission of shop drawings and other Submittals for approval, approval of shop drawings by Consultant, the manufacture and delivery of material, the testing and the installation of materials, supplies and equipment, and all Work activities to be performed by the Contractor.

The Contractor shall allow sufficient time in his schedule for the Consultant to conduct whatever associated reviews or inspections as may be required under the Consultant's contract with the Owner. If the Consultant and the Contractor are unable to agree as to what constitutes sufficient time, the Owner shall determine the appropriate duration for such Consultant activities. Each Work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

It is the Contractor's responsibility to submit a schedule that shows Substantial Completion of the Work by the Contract Time for Completion or the Contract Completion Date and any interim deadlines established by the Contract.

A copy of the Bar Graph Schedule shall be maintained in the Job Log. The bar graph schedule shall include required relocation dates for the occupants of each unit, as applicable. Contractor shall perform its Work in a manner that minimizes the need for and length of time for temporary relocations by Unit Owners. Contractor shall perform its Work in substantial adherence to such relocation schedule as approved by Owner. Contractor shall schedule its work with the Construction Administrator to coordinate relocation schedules.

- (c) **Monthly Project Reports:** The Contractor shall review progress not less than each month, but as often as necessary to properly manage the Project and stay on schedule. The Contractor shall collect and preserve information on Change Orders, including extensions of time. The Contractor shall evaluate this information and update the latest accepted schedule as often as necessary to finish within the Contract Time for Completion or before the Contract Completion Date. The Contractor shall submit to the Consultant along with his monthly request for payment a copy of the bar graph schedule annotated to show the current progress. The bar graph schedule submitted with each periodic request for payment shall show the Work completed to date in comparison with the Work scheduled for completion, including but not limited to the dates for the beginning and completion of the placing of orders; and the installation of materials. The form shall be approved by the Consultant and the Owner; however, a bar graph marked, colored or annotated to reflect the above will usually satisfy this requirement. If any elements of



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the Work are behind schedule, regardless of whether they may prevent the Work from being completed on time, the Contractor must indicate in writing in the report what measures he is taking and plans to take to bring each such element back on schedule and to ensure that the Time for Completion or Contract Completion Date is not exceeded. Copies of all documents shall be maintained in the Job Log.

(d) **Progress Delay:** Should any of the following conditions exist, the Owner may require the Contractor to prepare, at no extra cost to the Owner, a plan of action and a recovery schedule for completing the Work by the Contract Time for Completion or the Contract Completion Date:

- (1) The Contractor's monthly progress report indicates delays that are, in the opinion of the Consultant or the Owner, of sufficient magnitude that the Contractor's ability to complete the Work by the scheduled Time for Completion or the Contract Completion Date is brought into question.
- (2) The Contractor desires to make changes in the logic (sequencing of Work) or the planned duration of future activities of the Schedule, which, in the opinion of the Consultant or the Owner, are of a major nature.

The plan of action and recovery schedule, when required, shall explain and display how the Contractor intends to regain compliance with its schedule.

The plan of action, when required, shall be submitted to the Owner for review within two (2) business days of the Contractor receiving the Owner's written demand. The recovery schedule, when required, shall be submitted to the Owner within five (5) calendar days of the Contractor's receiving the Owner's written demand.

17. SCHEDULE OF VALUES AND CERTIFICATE FOR PAYMENT

- (a) Before submittal of the first partial payment request under the Contract, the Contractor shall prepare for review and approval of the Consultant and the Owner, a schedule of the estimated values listed by trades or by specification sections of the Work, totaling the Contract Price. Where the total project has multiple parts or phases, the Contractor shall prepare appropriate schedules of values to facilitate reviews and justifications for payments.
- (b) All requests for payment shall be made on the Schedule of Values and Certificate for Payment or other pre-approved form. Succeeding pages may be on and continuation sheets or a computerized spreadsheet which is in the same format and which contains the same information. Where a computerized spreadsheet is used, one copy of the entire Schedule of Values shall be provided to the Owner via an agreed format of electronic media in a spreadsheet format with the initial request for payment.
- (c) If the Contractor requests, or intends to request, payment for materials stored in an approved and secure manner, the Schedule of Values must indicate the amount for labor and the amount for materials, and in a supplement thereto must include an itemized list of materials for that trade or Work section. The material breakdown shall be in sufficient detail to allow verification of the quantities required for the project, the quantities delivered, the Work completed, and the quantities stored on or off site. No payment shall be made for offsite materials.
- (d) Every submitted Schedule of Values and Certificate for Payment shall have the "Value of Work Completed" portion completed, the Contractor's certification completed and signed, and the appropriate substantiating material attached. Such substantiating material includes, but is not limited to, invoices for materials, delivery tickets, time sheets, payroll records, daily job logs/records, and similar materials which, in the opinion of the Owner and the Consultant, are necessary or sufficient to justify payment of the amount requested.



- (e) Should Work included in previous submittals, and for which payment has been made, subsequently be identified, by tests, inspection, or other means, as not acceptable or not conforming to Contract requirements, the "Value of Work Completed" portion of the first submitted after such identification shall be modified to reduce the "completed" value of that Work by deleting the value of that which has been identified as not acceptable or nonconforming.

18. ACCESS TO WORK

The Consultant, the Owner, the Contract Administrator, the Owner's observers and other testing personnel, inspectors from State and local agencies, and others authorized by the Owner, shall have access to the Work at all times. The Contractor shall provide proper facilities for access and inspection. All parties visiting the site shall sign in at the Job Log.

19. PLANS AND SPECIFICATIONS

- (a) The general character and scope of the Work are illustrated by the plans and the specifications. If the Contractor deems additional detail or information to be needed, he may request the same in writing from the Consultant to clarify intent conveyed in the Scope of Work or plans and specifications. His request shall precisely state the detail or information needed and shall explain why it is needed. The Contractor shall also indicate a date when the requested information is required. The Consultant shall provide by Field Order such further detail and information as is necessary by the date required so long as the date indicated is reasonable. Any additional drawings and instructions supplied to the Contractor shall be consistent with the Contract Documents, shall be true developments thereof, and shall be so prepared that they can be reasonably interpreted as a part thereof. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.
- (b) Contractor shall perform a review of the Contract documents and identify any conflicts, errors, and discrepancies such as to avoid delays to the work. If the Contractor finds a conflict, error, or other discrepancy in the plans or specifications, he shall notify the Consultant in writing as soon as reasonably possible, but before proceeding with the affected Work. The Consultant shall issue a clarification by Field Order to the Contractor stating the correct requirements. If the Contractor deems the Field Order requires additional Work, he shall notify the Consultant of such prior to proceeding with that Work and he shall submit a request for Change Order along with a detailed substantiating cost proposal through the Consultant to the Owner within ten (10) calendar days.
- (c) In case of differences between small and large-scale drawings, the large-scale drawings shall govern. Where on any of the drawings a portion of the Work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the Work.
- (d) Where the word "similar" appears on the drawings or Scope of Work, it shall be interpreted in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection with other parts of the Work.
- (e) The specifications are divided into several parts, or sections, for convenience only, since the entire specifications must be considered as a whole. The divisions of the specifications are not intended to control the Contractor in dividing the Work among Subcontractors or to limit the Work performed by any trade. The Contractor shall be solely responsible for the coordination of the trades, Subcontractors and vendors engaged in the Work.
- (f) Measurements or dimensions shown on the drawings for Site features, utilities and structures shall be verified at the Site by the Contractor. The Contractor shall not scale measurements or dimensions from the drawings. If there are discrepancies, the Consultant shall be consulted. If



new Work is to connect to, match with or be provided in existing Work, the Contractor shall verify the actual existing conditions and necessary dimensions prior to ordering or fabrication.

20. SUBMITTALS

- (a) The Contractor shall submit a listing of all Submittals required by the Consultant or which the Contractor identifies as necessary, fixing the dates for the submission of shop or setting drawings, samples and product data. The listing shall be in a format acceptable to the Consultant. The Contractor shall identify all Submittals with the Project Code Number as established by the Owner and the Contract Administrator.
- (b) Submittals shall be forwarded to the Consultant for approval if required by the specifications or Scope of Work or if requested by the Consultant or the Owner. No part of the Work dealt with by a Submittal shall be fabricated by the Contractor, save at his own risk, until such approval has been given.
- (c) Submittals shall be accompanied by a letter of transmittal which shall list the Project Number, the Submittals included, the specification section number applicable to each, and the date shown on each Submittal. Submittals shall be complete in every respect and bound in sets. Each Submittal shall be clearly marked to show each item, component and/or optional feature proposed to be incorporated into the Project and cross-referenced to the plans or specifications as needed to identify the use for which the item or component is intended.
- (d) The Contractor shall check the Submittals for compliance with the requirements of the Contract Documents. The Contractor shall clearly note in writing any and all items which deviate from the requirements of the Contract Documents. Reasons for deviation shall be included with the Submittal. The Contractor shall be solely responsible for checking all dimensions and coordinating all materials and trades to ensure that the components or products proposed, individually or in combination, will fit in the space available and that they will be compatible with other components or products provided.
- (e) The Contractor shall forward all Submittals sufficiently in advance of construction requirements to allow reasonable time for checking, correcting, resubmitting and rechecking so as not to delay the work.
- (f) If a Submittal indicates a departure from the Contract requirements, the Consultant may reject the Submittal or, if he deems it to have merit, may recommend it to the Owner, who shall approve or reject it as the Owner, in its sole discretion, sees fit. The departure from the Contract requirements shall be further authorized by a Change Order, if a reduction or increase in the Contract Price is appropriate. Approval of a submittal shall not be deemed a Change Order or approval of any deviation from the Contract Documents, unless the deviation is specifically identified in the submittal and is specifically authorized in writing as an approved deviation by the Consultant and Owner's Representative.
- (g) The Work shall be in accordance with approved Submittals and the Contract Documents. Approval of the Contractor's Submittals by the Consultant does not relieve the Contractor from responsibility of complying with the Contract and all drawings and specifications, except as changed by Change Order.
- (h) Additional Submittal requirements are shown in the specifications.

21. FEES, SERVICES AND FACILITIES

- (a) The Contractor shall obtain all permits, and pay for all fees and charges necessary for temporary access and public right-of-way blockage or use, for temporary connections to utilities and for the use of property (other than the Site) for storage of materials and other purposes



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unless otherwise specifically stated in the Contract Documents. However, the Owner accepts all responsibility for any delays in obtaining permits not the sole fault of the contractor, including but not limited to delays caused by the issuing agency. The Owner shall reimburse the Contractor for Building Permits as a direct expense reimbursement upon presentation of the permit receipt(s).

- (b) It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor, either directly or through his Subcontractors, shall provide and pay for all material, labor, tools, equipment, water, light, power, telephone and other services or facilities of any nature whatsoever necessary to execute the Work completely and deliver the Work within the Contract Time for Completion or before the Contract Completion Date.

22. EQUALS

- (a) **Substitute materials, equipment or assemblies:** The Contractor may propose to substitute a material, product, equipment, or assembly which deviates from the requirements of the Contract Documents but which the Contractor deems will perform the same function and have equal capabilities, service life, economy of operations, and suitability for the intended purpose. The proposal must include any cost differentials proposed. The Owner will have the Consultant provide an initial evaluation of such proposed substitutes and provide a recommendation on acceptability and indicate the Consultant's redesign fee to incorporate the substitution in the design. If the proposed substitute is acceptable to the Owner, a Substitution Request Approval form will be issued to all known bidders prior to bid, or a Change Order will be proposed to the Contractor to accept the substitute and to deduct the cost of the Consultant redesign fee and the proposed cost savings from the Contract Price. The Owner shall have the right to limit or reject substitutions at its sole discretion.
- (b) The Contractor shall be responsible for making all changes in the Work necessary to adapt and accommodate any equal or substitute product which it uses. The necessary changes shall be made at the Contractor's expense.
- (c) The Scope of Work or Specification documents shall address timing of submission for alternates or substitutes, including response time to Contractor requests. Notwithstanding such letter, other than substitutions through Change Directives issued by Consultant, Contractor itself warrants that such components shall be compatible and further warrants (and shall procure manufacturers' warranties for) all substitutions to the same extent as the required warranty for the original item.

The Contractor shall be responsible for review and confirming compatibility of all components in the event of a substitution. Letters from the relevant material Suppliers confirming compatibility shall be sufficient evidence of compatibility.

23. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the Work shall be purchased by the Contractor, or by any Subcontractor or Supplier, subject to any security interest, installment or sales contract or any other agreement or lien by which an interest is retained by the seller or is given to a secured party. The Contractor warrants that he has clear and good title to all materials and supplies which he uses in the Work or for which he accepts payment in whole or in part.

24. STANDARDS FOR MATERIALS INSTALLATION & WORKMANSHIP

- (a) Unless otherwise specifically provided in the Contract, all equipment, material, and accessories incorporated in the Work are to be new.
- (b) Unless specifically approved by the Owner or required by the Contract, the Contractor shall not incorporate into the Work any materials containing asbestos or any material known by the



industry to be hazardous to the health of building construction workers, maintenance workers, or occupants. If the Contractor becomes aware that a material required by the Contract contains asbestos or other hazardous materials, he shall notify the Owner and the Consultant immediately and shall take no further steps to acquire or install any such material without first obtaining Owner approval.

- (c) All workmanship shall be of the highest quality found in the building industry in every respect. All items of Work shall be done by craftsmen or tradesmen skilled in the particular task or activity to which they are assigned. **In the acceptance or rejection of Work, no allowance will be made for lack of skill on the part of workmen.** Poor or inferior workmanship (as determined by the Consultant, the Owner or other observing authorities) shall be removed and replaced at Contractor's expense such that the Work conforms to the highest quality standards of the trades concerned, or otherwise corrected to the satisfaction of the Consultant, the Owner, or other inspecting authority, as applicable.

25. WARRANTY OF MATERIALS AND WORKMANSHIP

- (a) The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the Work under the Contract shall be new and in compliance with the Submittals and the Contract Documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with best industry practices and the Contract Documents and shall be performed by persons qualified at their respective trades.
- (b) Work not conforming to these warranties shall be considered Defective.
- (c) This warranty of materials and workmanship is separate and independent from and in addition to any of the Contractor's and system manufacturer's other guarantees or obligations in the Contract or under relevant State law.

26. USE OF SITE AND REMOVAL OF DEBRIS

- (a) The Contractor shall:
 - (1) Perform the Work in such a manner as not to interrupt or interfere with the operation of any existing activity on, or in proximity to, the Site or with the Work of any other separate contract, as agreed and set forth in the pre-construction meeting.
 - (2) Store his apparatus, materials, supplies and equipment in such orderly fashion at the Site of the Work as will not unduly interfere with the progress of his Work or the work of any other separate contractor.
 - (3) Place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work. Prior to performance of the Work, contractor shall identify and obtain the Consultant's approval of all staging and storage areas, and shall limit its staging and storage to such areas. Contractor shall leave the site in a clean and safe condition on a daily basis with tools and equipment properly stored.

27. PROTECTION OF PERSONS AND PROPERTY

- (a) The Contractor expressly undertakes, both directly and through his Subcontractors, to take every reasonable precaution at all times for the protection of all persons and property which may come on the Site or be affected by the Contractor's Work.
- (b) The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.



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- (c) The provisions of all Federal, State and local rules and regulations governing health and safety as adopted by the relevant authority, shall apply to all Work under this Contract
- (d) The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except as may be directly and solely due to errors in the Contract Documents or caused by agents or employees of the Owner. The Contractor shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. The Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection as required by State or local authority, local conditions, or the Contract.

28. CLIMATIC CONDITIONS

The Contractor shall suspend activity on and protect any portion of the Work that may be subject to damage by climatic conditions. As specified in Section 6(c), the Contract period may be extended due to loss of time due to unfavorable climatic conditions not anticipated after evaluation of historical conditions.

29. PAYMENTS TO CONTRACTOR

Lien Waivers

As a condition to final payment, Contractor shall deliver conditional and unconditional lien waivers from the Contractor and all Subcontractors and Suppliers with contracts over \$5000, without exceptions.

- (a) Unless otherwise provided in the Contract, the Owner will make partial payments to the Contractor on the basis of a duly certified and approved Schedule of Values and Certificate for Payment, showing the estimate of the Work performed during the preceding calendar month or work period, as recommended by the Consultant. When evaluating the Contractor's, the Consultant will consider the value of the Work in place, the value of approved and properly stored materials, the status of the Work on the critical path with regard to the Time for Completion, and the estimated value of the Work necessary to achieve Final Completion. The Consultant will review the Payment Request no earlier than the 25th day of the month, but not later than the 5th day of the following month. The Contractor will submit his monthly estimate of Work completed on so that it is received by the Consultant and the Owner's Contract Administrator at least one work day prior to the date scheduled by the Consultant. Work done shall be taken into consideration, if properly documented as required by Section 17 of these General Conditions.
- (b) No payment shall be made to the Contractor until the Contractor furnishes to the Owner his Social Security Number (SSN) if an individual, or its Federal Employer Identification Number (FEIN) if a proprietorship, partnership, corporation, Limited Liability Company or other legal entity. No payment shall be made to the Contractor until Certificates of Insurance or other satisfactory evidence of compliance by the Contractor with all the requirements of Section 9 of these General Conditions have been delivered to the Owner. Further, no payments on the basis of Work performed by a Subcontractor shall be paid by the Owner until copies of any certificates of insurance required of the Subcontractor under Section 9 have been delivered to the Owner.
- (c) In making such partial payments, ten percent (10%) of each payment to the Contractor shall be retained until Final Completion and acceptance of all Work covered by the Contract, unless otherwise provided by any law, regulation or program of state or federal government. Such retainage shall be held to assure faithful performance of the Contract and may also be used as a fund to deduct amounts due to or claimed by the Owner, including, but not limited to, payment to the Owner of all moneys due for deductive change orders, credits, uncorrected Defective Work, interest, damages, and the like.



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- (d) All material and Work for which partial payments are made shall thereupon become the sole property of the Owner, but this provision shall not relieve the Contractor from the sole responsibility for all materials and Work, including those for which payment has been made, or for the restoration of any damaged materials or Work. Nor shall this provision serve as a waiver of the right of the Owner to require the fulfillment of all of the terms and conditions of the Contract.
- (e) The final payment, which shall include the retainage and less any amounts due to or claimed by the Owner, shall not become due until the Consultant and the Owner agree that Final Completion has been achieved and until the Contractor delivers to the Owner through the Consultant a Certificate of Completion by the Contractor and an Affidavit of Payment of Claims stating that all Subcontractors and Suppliers of labor and/or materials have been paid all sums claimed by them for Work performed or materials furnished in connection with this Project less retainage. Amounts due the Owner which may be withheld from the final payment may include, but are not limited to, amounts due pursuant to Section 3(h), Section 13(a)-(d), costs incurred to repair or replace defective work, costs incurred as a result of the Contractor's negligent acts or omissions or omissions of those for whom the Contractor is responsible and any liquidated (if applicable) or actual damages. If all Subcontractors and Suppliers of labor and materials have not been paid the full amount claimed by them, the Contractor shall list each to which an agreed amount of money is due or which has a claim in dispute. With respect to all such Subcontractors and Suppliers, the Contractor shall provide to the Owner, along with the Affidavit of Payment of Claims an affidavit from each such Subcontractor and Supplier stating the amount of their subcontract or supply contract, the percentage of completion, the amounts paid to them by the Contractor and the dates of payment, the amount of money still due if any, any interest due the Subcontractor or, Supplier pursuant to Section 30(b) below, and whether satisfactory arrangements have been made for the payment of said amounts. If no agreement can be reached between the Contractor and one or more Subcontractors or Suppliers as to the amounts owed to the Subcontractors or Suppliers, the Owner may, in its discretion, pay such portion of the moneys due to the Contractor which is claimed by the Subcontractor or Supplier into a State or Federal Court sitting in the State of the Work, in the manner provided by law. Said payment into court shall be deemed a payment to the Contractor. Nothing in this Section shall be construed as creating any obligation or contractual relationship between the Owner and any Subcontractor or Supplier, and the Owner shall not be liable to any Subcontractor or Supplier on account of any failure or delay of the Owner in complying with the terms hereof. Owner shall have the right to withhold the amount of any payment required by a Subcontractor to submit a lien waiver or remove a lien that is in excess of the amount otherwise due Contractor. In the event any construction lien is filed against the Project, then provided Owner has paid the amounts then due Contractor under this Contract, Contractor shall pay the amount of such lien or bond over such lien within 15 days of its filing.
- (f) Upon successful completion of the final inspection and all Work required by the Contract, including but not limited to the delivery of equipment manuals, written warranties, acceptance of the Work by the Owner and the delivery of the affidavits required in Section 29(e) of these General Conditions, the Consultant shall deliver the written Certificate of Completion to the Owner, with a copy to the Contractor, stating the entire amount of Work performed and compensation earned by the Contractor, including extra work and compensation therefore. The Owner may accept the Work for occupancy or use while asserting claims against the Contractor; disputing the amount of compensation due to the Contractor; disputing the quality of the Work, its completion, or its compliance with the Contract Documents; or any other reason.
- (g) Unless there is a dispute about (i) the compensation due to the Contractor, (ii) Defective Work, (iii) quality of the Work, (iv) compliance with the Contract Documents, (v) completion itself, (vi) claims by the Owner, (vii) or other matters in contention between the parties, within thirty (30) days after receipt and acceptance of the Schedule of Values and Certificate for Payment in proper form by the Consultant, the Owner shall pay to the Contractor the amount approved by the Consultant, less all prior payments and advances whatsoever to or for the amount of the Contractor. In the case of final payment, the completed Affidavit of Payment of Claims, the



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Certificate of Completion by the Contractor, and the Certificate of Completion by the Consultant shall accompany the final Schedule of Values and Certificate for Payment which is forwarded to the Owner for payment. The date on which payment is due shall be referred to as the Payment Date. In the event of disputes, payment shall be mailed on or before the Payment Date for amounts and Work not in dispute.

- (h) Per the terms of the contract, interest may accrue on all amounts owed by the Owner to the Contractor which remain unpaid thirty (30) days following the Payment Date. Interest rate as stated in the Contract.
- (i) The acceptance by the Contractor of the final payment shall be and operate as a release to the Owner of all claims by the Contractor, its Subcontractors and Suppliers, and of all liability to the Contractor whatever, including liability for all things done or furnished in connection with this Work.
- (j) No Certificate for Payment issued by the Consultant, and no payment, final or otherwise, no Certificate of Completion, nor partial or entire use or occupancy of the Work by the Owner, shall be an acceptance of any Work or materials not in accordance with the Contract, nor shall the same relieve the Contractor of responsibility for faulty materials or Defective Work.

30. PAYMENTS BY CONTRACTOR

The Contractor is obligated to:

- (a) Within seven (7) days after receipt of amounts paid to the Contractor by the Owner for Work performed by the Subcontractor or Supplier under this Contract:
 - (1) Pay the Subcontractor or Supplier for the proportionate share of the total payment received from the Owner attributable to the Work performed by the Subcontractor or the materials furnished by the Supplier under this Contract; or
 - (2) Notify the Subcontractor or Supplier, in writing, of his intention to withhold all or a part of the Subcontractor or Supplier's payment with the reason for nonpayment. If the Contractor withholds any portion of a payment to any Subcontractor that was previously paid to Contractor, then if the Contract Administrator so determines it appropriate, Owner shall receive a credit for that withheld amount on the next monthly certificate for payment.
- (b) Pay interest to the Subcontractor or Supplier on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Owner for Work performed by the Subcontractor or materials furnished by the Supplier under this contract, except for amounts withheld as allowed under subsection (a)(2) of this Section.
- (c) Include in each of his subcontracts a provision requiring each Subcontractor to include in each of its subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower tier subcontractor. Each Subcontractor shall include with its invoice to, or request for payment from, the Contractor, a certification that that Subcontractor has paid each of its suppliers and lower tier subcontractors their proportionate share of previous payments received from the Contractor attributable to the Work performed or the materials furnished by it under this Contract.

The Contractor's obligation to pay interest to the Subcontractor or Supplier pursuant to subsection (b) of this Section is not an obligation of the Owner. A modification to this Contract shall not be made for the purpose of providing reimbursement for such interest charge. A Contractor's cost reimbursement claim shall not include any amount for reimbursement of such interest charge.



31. CHANGES IN THE WORK

- (a) The Owner may at any time, by written order utilizing the Contract Change Order, make changes in the Work which are within the general scope of the Contract. At the time of the Pre-construction Meeting described in Section 40(b), the Contractor and the Owner shall advise each other in writing of their designees authorized to accept and/or approve changes to the Contract Price and of any limits to each designee's authority. Should any designee or limits of authority change during the time this Contract is in effect, the Contractor or Owner shall give written notice to the other within seven (7) calendar days, utilizing the procedures set forth in these General Conditions.

In making any change, the charge or credit for the change shall be determined by mutual agreement. The Owner agrees the Consultant has authority to issue Change Orders. The Owner agrees that the Contractor is not responsible for delays caused by either the Owner's or Consultant's failure to approve Change Orders or authorize the commencement of the work in writing. Changes shall be determined by one of the following methods:

- (1) By a mutually agreed fixed amount change to the Contract Price and/or time allowed for completion of the Work. The Change Order shall be substantiated by documentation itemizing the estimated quantities and costs of all labor, materials, and equipment required as well as any mark-up used. The price change shall include the Contractor's overhead and profit.
- (2) By using unit prices and calculating the number of net units of Work in each part of the Work which is changed, either as the Work progresses or before Work on the change commences, and by then multiplying the calculated number of units by the applicable unit price set forth in the Contract or multiplying by a mutually agreed unit price if none was provided in the Contract. No additional percentage markup for overhead or profit shall be added to the unit prices.
- (3) By ordering the Contractor, by Change Order citing this subsection, to proceed with the change to the Work to keep in a form acceptable to the Owner, an accurate, itemized account of the cost of the change in the Work, including, but not limited to, the costs of labor, materials, equipment, and supplies; and to annotate a copy of the Project schedule to accurately show the status of the Work at the time this initial change order is issued, to show the start and finish of the changed Work, and the status of the Work when the changed Work is completed. A Change Order citing this subsection shall describe the parameters of the change in the Work, describe the cost items to be itemized and verified for payment, address the impact on the schedule for Substantial Completion, and state that a subsequent Change order will be issued to incorporate the cost of the changed Work into the Contract Price and any change in the Contract Time for Completion or Contract Completion Date. The Contractor shall sign the Change Order acknowledging he has been directed to proceed with the changed Work. The Contractor's signature on each initial Change Order authorizing Work and citing this Subsection as the method for determining the cost of the Work shall not constitute the Contractor's agreement on the cost or time impact of the changed Work.

Within fourteen (14) days of the conclusion of such ordered Work, the Contractor and the Owner shall arrive at a cost for the Change Order, based on the records kept and the Contractor's allowance for overhead and profit and such costs shall be incorporated into a Change Order which references the Change Order ordering the Work. If agreement on the cost of the changed Work cannot be reached within the fourteen (14) days allotted, the Contractor may file a claim for the disputed amount as provided for in Section 39.

- (b) The Contractor shall review any Owner requested or directed change and shall respond in writing within fourteen (14) calendar days after receipt of the proposed change (or such other



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reasonable time as the Owner may direct), stating the effect of the proposed change upon his Work, including any increase or decrease in the Contract time and Price. The Contractor shall furnish to the Owner an itemized breakdown of the quantities and prices used in computing the proposed change in Contract Price. A Change Order must be issued before the Contractor is authorized to proceed with any change work. Contractor shall be entitled to no additional compensation for any work performed prior to issuance of a Change Order.

32. EXTRAS

If the Contractor claims that any instructions given to him by the Consultant or by the Owner, by drawings or otherwise, involve extra Work which increases the scope of the Contract, then, except in emergencies endangering life or property, he shall give the Consultant and the Owner written notice thereof before proceeding to execute the Work. Said notice shall be given promptly enough to avoid delaying the Work and in no instance later than 48 hours after the receipt of such instructions. Should it not be immediately clear to the Contractor that the change involves extra Work outside the scope of the Contract, written notice shall be sufficient if given as soon as possible after such realization, but in no event later than 48 hours after the start of such Work. If the Owner agrees, a Change Order shall be issued as provided in Section 31 of these General Conditions, and any additional compensation shall be determined by one of the three (3) methods provided in said Section 31, as selected by the Owner. Except as otherwise specifically provided, no claims for extra Work shall be allowed unless timely notice, as required by this section, is given by the Contractor and unless such Work is performed pursuant to written Change Order as provided in Section 31. The Change Order shall designate which of the three methods for computing charges and credits set forth in said Section 31(a) shall be used.

Contractor agrees that the intent of this Agreement is that all work required for building envelope repairs (building envelope included all exterior building elements) and related remediation is included in the basic scope of work. Accordingly, the only work that constitutes and qualifies as a change (under Paragraph 31 herein) or extra, in the event there are any changes or extras, is "betterment" to the premises which are the subject of this Agreement.

A Change Order must be issued before the Contractor is authorized to proceed with any change work. Contractor shall be entitled to no additional compensation for any work performed prior to issuance of a Change Order therefore.

33. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT

If the Work should be stopped under an order of any court or other public authority for a period of ninety (90) days through no fault of the Contractor or anyone employed by him, or if the Owner should fail to pay to the Contractor within thirty (30) days any sum certified by the Consultant when no dispute exists as to the sum due or any provision of the Contract, then the Contractor may, upon seven (7) calendar days written notice to the Owner and the Consultant, stop Work or terminate the Contract and recover from the Owner payment for the cost of the Work actually performed, together with overhead and profit thereon, but profit on the Work performed shall be recovered only to the extent that the Contractor can demonstrate that he would have had profit on the entire Contract if he had completed the Work. The Contractor may not receive profit or any other type of compensation for parts of the Work not performed. The Contractor may recover the reasonable cost of physically closing down the Site, but no other costs of termination. The Owner may offset any claims it may have against the Contractor against the amounts due to the Contractor. Termination of the contract under this section is not without prejudice to any other right or remedy of the Contractor including, but not limited to, recovery of damages for breach of contract.

34. OWNER'S RIGHT TO TERMINATE THE CONTRACT FOR CAUSE

- (a) If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the Owner may terminate the Contract. If the Contractor should refuse or should repeatedly fail



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to complete work except in cases for which extension of time is provided, to supply enough properly skilled workmen or provide materials and equipment, or if he should fail to make prompt payment to Subcontractors or Suppliers of material or labor, or if he should disregard laws, ordinances or the written instructions of the Consultant or the Owner, or otherwise be in substantial violation of any provision of the Contract, then the Owner may terminate the Contract.

- (b) Prior to termination of the Contract, the Owner shall give the Contractor seven (7) calendar days' written notice pursuant to Section 1 ("Notice") of these General Conditions, during which the Contractor may rectify the basis for the notice. If rectified to the satisfaction of the Owner within said seven (7) days, the Owner may rescind its notice of termination. If not, the termination for cause shall become effective at the end of the seven (7) day notice period. In the alternative, the Owner may, in writing, postpone the effective date of the termination for cause, at its sole discretion, if it should receive reassurances from the Contractor that the basis for the termination will be remedied in a time and manner which the Owner finds acceptable. If at any time after such postponement, the Owner determines that Contractor has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the Owner may immediately terminate the Contract for cause, without the necessity of further seven (7) day notice, by notifying the Contractor in writing of the termination.
- (c) Upon termination of the Contract for cause, the Owner shall take possession of the Site and of all materials thereon and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment unless the expense of finishing the Work, including compensation for additional managerial and administrative services is less than the unpaid balance of the correct price. If the cost to complete the work exceeds the contract price, then the Contractor shall pay the difference to the Owner, together with any other expenses of terminating the Contract and having it completed by others. At Owner's sole election, the Contractor shall assign, in whole or in part, its subcontracts, purchase orders, and documents evidencing other such sub tier relationships consistent with the assignment provisions stated in Paragraph 8 (g) of this Contract.
- (d) Termination of the Contract under this Section is without prejudice to any other right or remedy of the Owner.

35. DAMAGES FOR DELAYS; EXTENSION OF TIME

- (a) If the Contractor is delayed at any time in the progress of the Work by any act or omission of the Owner, its agents or employees or any separate independent contractor of the Owner, and the act or omission is the result of or is necessitated by causes outside the Owner's control; or if the Contractor is delayed by strikes, fires, unusual delays in transportation or unavoidable casualties, or other causes outside the Owner's or Contractor's control, the Contractor shall give the Owner and the Consultant written notice within (five) 5 calendar days of the inception of the delay. The Owner shall extend the time for Substantial Completion or Final Completion, as the case may be, for the length of time that the Substantial Completion or Final Completion of the Work was actually delayed thereby, and the Contractor shall not be charged with liquidated or actual damages for delay during the period of such extension nor shall the Contractor be due compensation or damages of any kind, under any theory of law, as a result of such delay, the impact of such delay, or acceleration of Work as a result of such delay.
- (b) The Contractor shall not be entitled to an extension of the Time for Completion or Contract Completion Date or to any additional compensation for delays caused by acts or omissions of the Contractor due to causes within his control, including, but not limited to, delays resulting from Defective Work including workmanship and/or materials, from rejected work which must be corrected before dependent work can proceed, from Defective Work or rejected work for which corrective action must be determined before like work can proceed, or from incomplete, incorrect or unacceptable Submittals or samples.



36. INSPECTION FOR SUBSTANTIAL COMPLETION & FINAL COMPLETION

- (a) The Contractor shall notify the Owner, in writing on the Certificate of Partial or Substantial Completion by the Contractor, of the date when the Work or designated portion thereof, will be, in his opinion, substantially complete and ready for inspection and testing to determine if it has reached Substantial Completion. The notice shall be given at least five (5) days in advance of said date and shall be forwarded through the Consultant, who will attach his written endorsement as to whether or not he concurs with the Contractor's statement that the Work will be ready for inspection and testing on the date given. The Consultant's endorsement is a convenience to the Owner only and shall not relieve the Contractor of his responsibility in the matter nor shall the Consultant's endorsement be deemed to be evidence that the Work was substantially complete and ready for inspection and testing. Inspection and testing shall take place at a time(s) mutually agreeable to the Contractor, Owner and Consultant.

The Contractor shall furnish access for the inspection and testing as provided in Section 18 of these General Conditions. The inspection and testing shall determine whether Substantial Completion has been accomplished and shall result in a written list of unfinished Work and Defective Work, commonly referred to as a "punch list," which must be finished and corrected to obtain Final Completion.

After successful completion of the inspection and the Consultant determines that, in its opinion, the Work, either in whole or in part, is substantially complete, the Consultant shall notify the Owner, in writing on the Certificate of Partial or Substantial Completion by the Consultant, that the Work, or a specified portion thereof, is recommended to be declared substantially complete. The Owner shall notify the Contractor, in writing, of the date the Owner accepts the Work, or the specified portion thereof, as substantially complete or the Owner shall notify the Contractor of the deficiencies to be corrected or completed before such Work will be accepted as substantially complete. Punchlists shall be prepared both upon Substantial Completion of the Work on each unit, and upon Substantial completion of the entire Project. Unit punchlist work shall be finally completed within 30 days after Substantial Completion of the Unit Work.

- (b) The Contractor shall notify the Owner, in writing on the Certificate of Completion by the Contractor, of the date when the Work has reached or will reach Final Completion and will be ready for final inspection and testing. The notice shall be given at least five (5) days in advance of said date and shall be forwarded through the Consultant, who will attach his endorsement as to whether or not he concurs in the Contractor's statement that the Work will be ready for inspection and testing on the date given. That inspection and any necessary testing shall be conducted in the same manner as the inspection for Substantial Completion. When the Work is finally and totally complete, including the elimination of all defects, the Work shall be finally accepted by the Owner and final payment shall be made in accordance with Section 29 of these General Conditions.
- (c) The Consultant shall conduct the inspections. The Owner may elect to have other persons of its choosing also participate in the inspections.

37. GUARANTEE OF WORK

- (a) Except as otherwise specified, all Work shall be, and is hereby, guaranteed by the Contractor against defects resulting from the use of materials, equipment or workmanship, which are defective, inferior, or not in accordance with the terms of the Contract, for five (5) years from the date of Final Completion of the Work and any related work (whether performed by Contractor or not), and acceptance of the Work and any related work by the Owner. Equipment and facilities which have seasonal limitations on their operation (e.g. heating or air conditioning units) shall be guaranteed for one (1) full year from the date of seasonally appropriate tests and acceptance, in writing, by the Owner. Where the Owner agrees to take Beneficial Occupancy of a portion or phase of the Work which has been determined to be substantially complete before



Exhibit C

the entire Work is finally completed, the guarantees for the materials, equipment and workmanship in that portion or phase shall begin on the date that the Owner takes Beneficial Occupancy, unless otherwise specified in the Supplemental General Conditions, Special Conditions, or by separate agreement.

- (b) The Owner (or any Unit Owner) shall be entitled to make emergency warranty repairs (e.g. for water intrusion) if Owner is not able to reach Contractor to make such emergency repairs on Owner's first attempt to do so, or if contractor does not immediately take steps to commence such repairs upon Owner contacting Contractor, in which case Contractor shall reimburse Owner the reasonable cost of repair within ten days after request. If, within any guarantee period, Work which is not in accordance with the Contract, Defective Work, or inferior material, equipment or workmanship is noted by the Owner or Consultant which requires or renders necessary repairs or changes in connection with the guaranteed Work, the Contractor shall, promptly upon receipt of notice from the Owner, such notice being given not later than two weeks after the guarantee period expires, and without expense to the Owner:
 - (1) Place in satisfactory condition in every particular all of such guaranteed Work and correct all defects, inferior materials, equipment or workmanship therein.
 - (2) Make good all damage to the structure or Site or equipment or contents thereof, which, in the opinion of the Owner or the Consultant, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract.
 - (3) Make good any Work or materials or the equipment and contents of structures and/or Site disturbances that result from fulfilling the provisions of this Section.
- (c) In any case, when in fulfilling the requirements of the Contract and this guarantee or by other guarantee or warranty, the Contractor disturbs any work performed by a separate contractor, he shall restore such work to a condition satisfactory to the Consultant and Owner and guarantee such restored work to the same extent as if it was guaranteed under this Contract.
- (d) If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee as set forth in this Section, the Owner may have the defects or inferior materials, equipment or workmanship corrected and the Contractor and his Surety shall be liable for all expense incurred.
- (e) All special warranties and guarantees applicable to definite parts of the Work that may be stipulated in or required by the Contract Documents shall be subject to the terms of this Section during the first year of the life of such special warranty or guarantee.
- (f) The guarantee of this Section shall be in addition to and not in lieu of all other warranties, express or implied, applicable to or arising from this Contract, the Contract Documents, or by law.
- (g) Nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including liability for Defective Work under Section 25. This Section relates only to the specific obligation of the Contractor as set forth in this Section to correct the Work and does not limit the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor the time within which proceedings may be commenced to establish the Contractor's liability with respect to his other obligations under the Contract Documents.

Within ten (10) working days of the Contract Completion Date, which will be determined when the Notice to Proceed is issued, Contractor will supply the following closeout documentation to the Consultant.

- Certificate of Completion from the Contractor
- Warranties (Labor and/or Material) from the Contractor and its Subcontractors



- Product Data and/or Brochures for all materials used on this project (originals only)
- Final Lien Releases from the Contractor and its Subcontractors

38. ASSIGNMENTS

Neither party to the Contract shall assign the Contract in whole or any part without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the prior written consent of the Owner. Consent to assignment shall not be unreasonably withheld. No assignment shall relieve any party from its obligations under the Contract.

39. CONTRACTUAL DISPUTES

Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given within a reasonable time of the occurrence or beginning of the event upon which the claim is based. The filing of a timely notice is a prerequisite to recovery under this Section. All claims shall be submitted along with all practically available supporting evidence and documentation.

The decision of the Owner on the Contract shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on a claim, initiates legal action as provided by local, state and Federal statutes or in such other forum as may be agreed to in the Supplementary General Conditions. Failure of the Owner to render a decision within 90 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the Owner's failure to render a decision within 90 days shall be the Contractor's right to immediately institute legal action.

40. PROJECT MEETINGS

- (a) The intention of this Section is that the Contractor, the Owner and the Consultant have timely exchange of information and cooperate to accomplish the Work as required by the Contract Documents. The Contractor is responsible for managing the Work, obtaining approvals and requesting clarifications on a timely, reasonable basis. The Owner and its Consultant are responsible for making a reasonable effort to provide timely responses to the Contractor.

- (b) Pre-construction Meeting:

Prior to the start of construction and no later than fifteen (15) calendar days after the Notice to Proceed, a "Pre-construction" meeting shall be held with attendees to include the Owner's Contract Administrator and Project Observer, the Consultant, the Contractor's superintendent (and scheduler, if Contractor desires), and representatives of the Contractor's major Subcontractors. The purpose of the meeting is to clarify and discuss the specifics related to, but not limited to, the following:

- (1) Persons involved from each entity and their chain of authority including the names of persons authorized to sign Change Orders and any limits to their authority.
- (2) Names, addresses, telephone numbers, fax numbers and email addresses to be used for Requests for Information (RFI), Field Directives, Requests for Proposals (RFP), shop drawings, Submittals, and notices.
- (3) Contractor's proposed construction schedule and Owner's sequencing requirements, if any.
- (4) Schedule of Values and Certificate for Payment Form (RCI Form D004) requirements and procedures.
- (5) Procedures for shop drawings, product data and Submittals.



Exhibit C

- (6) Procedures for handling Construction Field Directives and Contract Change Orders.
 - (7) Procedures for Contractor's request for time extension, if any.
 - (8) Construction Site requirements, procedures and clarifications to include:
 - Manner of conducting the Work
 - Site specialties such as dust and erosion control, storm water management, project signs, clean up and housekeeping, temporary facilities, utilities, security and traffic
 - Safety
 - Fall Protection
 - Layout of the Work
 - Quality control, testing, inspections and notices required
 - Site visits by the Consultant and others
 - Owner's Project Observer duties
 - Running Punch List
 - As-Built Drawings
 - (9) Procedures and documentation of differing or unforeseen Site conditions.
 - (10) Monthly Pay Meeting.
 - (11) Project Close-Out requirements and procedures.
 - (12) Project records.
- (c) Other Meetings:
- (1) Regular Meetings between the Consultant, the Contractor, Subcontractors, and the Owner's Representative shall take place at times and locations as decided in the Pre-construction Meeting. The Consultant, the Contractor or the Owner's representative may call additional meetings, on condition that they have provided a minimum of five (5) days notice. Notice shall be provided on the Notice of Meeting form and will indicate the date, time and location of the meeting, as well as a list of the expected attendees and a summary agenda.
 - (2) Requirements for other meetings, such as progress meetings, coordination meetings, pre-installation meetings and/or partnering meetings, may be included in the Contract Documents.

*** * * END OF GENERAL CONDITIONS * * ***





REQUESTED ACTION STATEMENT

DATE: November 1, 2024

TO: Mayor
Common Council
Parks, Buildings and Grounds Commission

FROM: Lucas Pichler – Director of Public Works

ISSUE: Fueling Station Reconstruction Design Contract

REQUESTED:

Recommend to Common Council to award the Fueling Station Reconstruction Design Contract to the most qualified consultant, Perspective Design, Inc, in the amount of \$64,000.00 from account 04251300 61215 C2024.

FISCAL IMPACT:

Funding Source:

CIP account 04251300 61215 C2024	2024 Approved Amount:	\$90,000.00
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Project Costs:

Design: \$64,000.00
Estimated Construction: \$500,000.00

RATIONALE:

The Department solicited three firms and received one proposal on October 25, 2024, and recommends award of the project to the most qualified consultant, Perspective Design, Inc.. The consultant's design proposal and City's Request for Proposal are included in the agenda packet.

**CITY OF NEW BERLIN
REQUEST FOR PROPOSAL
FUELING STATION RECONSTRUCTION**

The City of New Berlin (City) desires to retain the professional services of an engineering consultant to complete the designs and preparation of final plans and specifications for the reconstruction of the City of New Berlin Fueling Station.

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 of New Berlin appointed staff for this project. The Department of Public Works will be the lead agent for the Project.

1. Project Description and Scope of Services

The project consists of the design of the reconstruction of the City of New Berlin Fueling Station located at 16550 W. National Avenue New Berlin, WI 53151. The existing station consists of one above ground 10,000 gallon diesel tank, one above ground 10,000 gallon gasoline tank, a Fuelmaster fuel management system, dispensing system, and one each diesel and gasoline dispensers with two nozzles each. Rehabilitation shall consist of:

- Replacement of the 10,000 gallon tanks. The City desires to replace the tanks with up to 12,000 gallons of capacity for each tank if site constraints allow. The replaced tanks are planned to be above ground.
- Replacement of the controller system. The system shall also provide for automatic notification for fuel ordering.
- The dispensing system shall be compatible with the City's Fuelmaster fuel management system. The City currently uses key fobs specific to each vehicle in the City's fleet.
- Replacement of the fueling station canopy.
- Replacement of the fuel dispensers and island. The City intends to install the same number of dispensers in approximately the same location. However, the City currently has a separate DEF system, which the City would like to have incorporated into the dispensing system at the fueling station.
- Replacement of all pumps, underground piping, and wiring from the tanks, controller, and dispensers.
- Replacement of all hard surface near the fuel canopy area.
- The fueling station shall be wired to be powered by an existing backup generator in the event of a power outage.

2. Data Collection

- A. A field survey of the fueling station shall be completed by the selected consultant or sub-consultant as necessary to complete the design.
- 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 state plane coordinates. The Elevation Datum the City of New Berlin uses is 'NAVD 1988 (US Survey Feet)'. The X/Y Coordinate system the City uses is NAD 1927 State Plane Wisconsin South 4803. Verify the accuracy of City topographic data by comparing to field survey data.

3. Preliminary Design and Specifications (30% Design)

- A. Based upon the field survey data and the information compiled from the City, prepare facility designs including the features outlined in the Project Description and Scope of Services.
- B. Submit the preliminary designs to the City for review.
- C. Prepare preliminary specifications including front-end documents (template provided by the City) and specifications for all improvements.

4. Final Construction Plans and Bidding Documents (90% Design & 100% Design)

- A. Following review by the City of the preliminary design and specifications, complete the 90% construction plans and bidding documents.
- B. The 90% design and specifications shall be reviewed by the City and approved for final design.
- C. Plans shall be prepared on sheets measuring 30" high by 36" wide. The sheets shall be sealed and signed by the professional engineer responsible for the design.
- D. Specifications shall detail the scope of work, new equipment specifications, component specifications, and any other pertinent information and supporting documentation.
- E. Upon final approval, the final design and specification shall be provided to the City to publish for bidding.

5. Bidding Phase

- A. Provide digital construction plans and bidding documents to be uploaded by the City to Questcdn.com for perspective bidders.
- B. Provide plan and specification clarifications to perspective bidders.
- C. Attend the Bid Opening.

- D. Evaluate bids received, prepare a letter of recommendation for award and submit it to the City.

6. Administration

- A. Attend up to five meetings with the City. It is anticipated that these meetings will include:

1. Pre-design project scope and introduction meeting.
2. Preliminary design submittal and review.
3. 90% Design submittal and review.
4. Final Design submittal.
5. Bid opening attendance.

- B. Prepare and submit construction cost estimates to the City.

- C. Deliverables shall include:

1. Five hard copy and one electronic copy of the construction plans in AutoCad format.
2. Three hard copies of the bidding documents.
3. No bidding documents and construction plans will be produced for distribution to perspective bidders.

7. Schedule

- A. Based on the evaluation of the Proposals received, a consultant will be selected. Proposals will be reviewed based on consultant's experience, project approach, committed workload, and staff qualifications.

- B. The following time schedule is anticipated:

- | | |
|--|-------------------|
| 1. Receipt of all Proposals | October 25, 2024 |
| 2. Proposal Recommendation Council | November 12, 2024 |
| 3. Award of contract and Notice to Proceed | December 6, 2024 |
| 4. Preliminary designs completed | March 14, 2025 |

- | | |
|----------------------------|---------------|
| 5. 90% Design completed | May 16, 2025 |
| 6. Final Designs completed | June 13, 2025 |
| 7. Bidding Phase Completed | July 30, 2025 |

C. Submittal

1. Five copies of proposals should be submitted to the Department of Public Works by 10:00 AM., Friday, October 25, 2024. Late submittals will not be accepted and will be returned unopened. Proposals should be mailed or delivered to:

Lucas Pichler, DPW Director
3805 South Casper Drive
New Berlin, WI 53151

2. All questions regarding proposals should be directed to Lucas Pichler at the following e-mail address: lpichler@newberlin.org.



PERSPECTIVE DESIGN, INC.

11525 W. North Avenue
Wauwatosa, WI 53226
Tel (414) 302-1780 Fax (414) 302-1781

10/25/24

City of New Berlin
Attn: Lucas Pichler, DPW Director
3805 South Casper Drive
New Berlin, WI 53151
Via e-mail: lpichler@newberlin.org

Project: Fueling Station Reconstruction
Repairs and reconstruction of the fueling station located at the DPW Streets Dept.
16550 W National Ave, New Berlin, WI 53151

Dear Mr. Pichler,

Thank you for allowing Perspective Design (PDI) to present the following proposal for architectural and engineering services for the referenced project. Please review the description of the services provided below:

- Scope of Project
 - Replacement of the 10,000-gallon tanks with 12,000-gallon tanks if site constraints allow. The replaced tanks are planned to be above ground.
 - Replacement of the controller system. The system shall also provide for automatic notification for fuel ordering.
 - The dispensing system shall be compatible with the City's Fuelmaster fuel management system (with existing key fob access of existing City vehicles).
 - Replacement of the fueling station canopy.
 - Replacement of the fuel dispensers and islands with same number of dispensers in approximately same location.
 - Dispensing system and fueling station to be incorporated into City's separate DEF system.
 - Replacement of all pumps, underground piping, and wiring from the tanks, controller, and dispensers.
 - Replacement of all hard surface paving near the fuel canopy area.
 - The fueling station shall be wired to and powered by an existing backup generator in the event of a power outage.
 - Storm sewer & drainage design as necessary.
- Design Services
 - Preliminary Design (PD) documents based on Client provided program, agreed upon schedule and approximate budget requirements.
 - We have not included time to field measure existing site conditions.
 - Civil Engineer has already surveyed the site of the DPW Streets Department (including the fueling station) in December of 2022 for proposed DPW building renovation. If acceptable to the City, this survey data will be used for this project as well.

- We have included time to field measure the existing DEF structure.
- This proposal is based on the assumption that a third-party Petroleum Design/Build Vendor will be hired for design of the fueling stations and canopy. This proposal includes base infrastructure for the fueling station and coordination with this third-party to meet their design requirements.
- Prepare new site plan & architectural floor plan of DEF structure, coordinated with mechanical, electrical, & plumbing (MEP) design consultants.
- We have included a total of (2) Client meetings to outline project scope and review initial design. Additional meetings will be billed as an Additional Service at our time and reimbursable rates.
- We have included one minor revision based on Client comments.
- We have included, as an additional service, Construction Manager services to produce preliminary estimating.
- Environmental investigation and remediation services are excluded.
- Government control board meetings are excluded.
- Construction Documents (CD) based on approved Preliminary Design documents, including architectural, survey, civil, and mechanical, electrical, plumbing (MEP) design services.
 - Geotechnical services are excluded. It is strongly recommended Client undertake geotechnical investigation of the site. Without a geotechnical report, the paving contractor will be responsible for final pavement design.
 - If a usable geotechnical report is not provided, we will use assumed soil bearing capacities for canopy footings that will need to be verified by the contractor during construction.
 - Prepare drawings necessary for government plan review, bidding and construction.
 - Includes civil engineering, architecture, structural engineering, HVAC engineering (DEF building only), electrical/lighting engineering, and plumbing engineering (DEF building only).
 - Design of fueling stations and petroleum accessories are not included. Infrastructure coordination with third-party Petroleum Design/Build Vendor is included.
 - Structural design services for the canopy and footing design are included as a separate line item below in the event the canopy structure is not designed by the Petroleum Design/Build Vendor.
 - Specifications on drawings.
 - Specification “front-end” to be provided by the City or third-party Petroleum Design/Build Vendor.
 - We have not included any services to correct existing code violations, or to repair or replace existing construction that does not meet code.
 - It’s assumed the site is clear of environmental concerns. Specialty handling instructions for petroleum accessories is not included.
 - Landscaping design is not included.

- Engineering for containment of existing above-ground tanks is not included.
- We assume the existing generator will meet required electrical loads.
- Major changes to the design after starting construction document preparation are excluded. If requested, major design changes will be an Additional Service billed at our time and reimbursable rates.
- Assist Client in government plan review approval.
- Bidding and procurement services are excluded. We have included Pre-Construction Construction Manager services as a separate additional service below.
- Plan review and permit fees are the Client's responsibility.
- We have included a total of (2) Client meetings to review final design. Additional meetings will be billed as an Additional Service at our time and reimbursable rates.
- The following services are Additional Services and will be provided at our time and reimbursable rates if they become necessary or if requested by Client.
 - Phased release of construction documents, including phased submittal to the state/municipality for plan approval or phased release of documents to accommodate the construction schedule.
 - Revisions to documents after the construction documents have been submitted for state/municipal plan approval; whether to incorporate comments or redlines of the Client, contractor or any other party.
 - Value engineering to modify the design or drawings to adjust design based on cost estimates after release of drawings.
 - It's assumed the site is clear of environmental concerns. Specialty handling instructions for petroleum accessories are not included.
 - Site lighting design and photometric.
 - Landscape design.
 - Generator design if existing generator will not meet new electric load demands.
 - Cost estimating. We have included Construction Manager services as an additional service that will provide cost estimating.
- Construction Procurement Services (Bidding & Negotiation)
 - It is our understanding that the project will be bid at the General Contractor level. We will provide electronic documents to the Client for their use in soliciting bids.
 - Consider requests for substitutions, prepare addenda, answer questions and provide clarification or interpretation.
 - We have included Pre-Construction Construction Manager services as a separate additional service listed below. Construction Manager will assist in the following:
 - Organize and conduct the Bid Opening.
 - Preparing specification front end/general requirements.
 - Publicly notify the bid.
 - Review bids and make recommendations for contract award.
 - The following services are Additional Services and will be provided at time and reimbursable rates, if requested by Client.

- Reproduction and distribution of bidding documents.
 - Organize and conduct a pre-bid conference.
 - Interview of contractor(s).
 - Assist Client during negotiations.
- Services During Construction (SDC)
 - Services during construction are limited to thirty (30) personnel-hours. If additional services become necessary, they will be billed as an Additional Service at our time and reimbursable rates.
 - If requested, advise and consult with Client.
 - Review requests for additional information. All questions from sub-contractors should be directed to the General Contractor or Client and forwarded to the Architect via a phone call followed by a written summary of that question.
 - Observation of work, including site visits at intervals as requested by the Client. Upon Client request for a site observation, Architect will determine if timing is appropriate and if such service is included in this Agreement. Quality of the work, safety, and means and methods of construction are the sole responsibility of the General Contractor.
 - If requested, review payment applications submitted by the contractor(s). Owner is responsible for verification and final approval of contractor payment applications.
 - Review and approve submittals provided by the contractor(s) for consistency with design intent; including shop drawings, samples and product data. All submittals shall be reviewed and approved by the General Contractor before submittal to the Architect; if documents are not approved by the General Contractor prior to submittal to the Architect, the Architect's review shall be void.
 - If necessary, as an Additional Service billed at our time and reimbursable rates, review requests for changes in the work; including preparing change orders, and minor changes in work for Client's approval and execution in accordance with the contract documents.
 - Conduct review to determine substantial completion date and, if requested, issue Substantial Completion Certificate.
 - Attend punchlist walkthrough. Prior to PDI attending a punchlist walk-through, PDI shall be provided with a preliminary punchlist prepared by the General Contractor based on their visit to the site and their own evaluation of the project. All punchlists to be prepared and maintained by the General Contractor.
 - The Contractor is responsible for assembly and delivery of any maintenance and operation manuals, and any end-user training.
 - Startup and commissioning services are excluded.
 - If required, issue Compliance Statement.
 - The Client shall provide a construction schedule to allow us to schedule services during construction appropriately.
 - Weekly attendance at General Contractor meetings is excluded.
 - Schedule of Services

- Services above and beyond the following shall be provided as an Additional Service at the time and reimbursable rates.
 - Eight personnel-hours to review shop drawings, product data, or samples.
 - Four total site visit(s) including those listed below.
 - One specific observation(s) for contractor progress.
 - One review(s) to determine substantial completion.
 - One “punchlist” observation.
 - One review(s) to determine final completion.
- Services listed below would be provided as an Additional Service at our time and reimbursable rates.
 - Response to contractor’s requests for information that is already available.
 - Change orders, or change directives requiring evaluation of proposals.
 - Provide consultation concerning replacement of work caused by fire or other causes during construction.
 - Evaluating extensive claims submitted by the Client’s consultant(s) or contractor(s).
 - Evaluation of substitutions by Client’s consultant(s) or contractor(s), or making subsequent revisions to the Instruments of Service.
 - Preparation of design documents for alternate bids or proposals requested by Client.
 - Services provided 60 days after substantial completion.
 - As-built field measuring or documents.
- Reimbursable expenses and consultant fees to be billed at cost plus eight percent (8%).
 - Transportation including mileage.
 - Government fees for securing approvals by jurisdiction authorities.
 - Reproduction, plots, postage, handling, and deliveries.
 - Overtime work, if requested by the Client.
 - Presentation documents (models, renderings, mock-ups) beyond those listed in this proposal, if requested by the Client.
 - Consultant services.

The scope of work and contract requirements for Consultant work listed in this proposal shall be governed by the Consultant’s proposal to Perspective Design. No other services are planned for this project. Services not specifically listed in this proposal are excluded. Peter Ogorek is the licensed architect that will directly supervise the staff working on this project. Changes in service or circumstances that affect the architectural service will be made with written agreement, including adjustment of schedule and compensation. Any Additional Services for architectural work required, above and beyond the services outlined above, will be billed on a time and reimbursable expense basis at a rate of \$125.00 per hour for Principals, \$105.00 per hour for Senior

Project Managers, \$85.00 per hour for Project Managers and \$75.00 per hour for Project Assistants. Reimbursable expenses listed in this proposal are estimates only and are in addition to our proposed fees. Any estimates included in this proposal for government fees are estimates for plan review fees only; permit fees are excluded.

Service Fee Schedule:

We propose to provide these listed services, excluding Structural Engineering, for a fixed fee (excluding reimbursables) of:

Fifty-five Thousand, Four Hundred Dollars (\$55,400.00)

We proposed to provide additional Pre-Construction Construction Manager services for a fixed fee (excluding reimbursables) of: Two Thousand, Seven Hundred Dollars (\$2,700.00)

We propose to provide Structural Engineer services, if necessary, for a fixed fee (excluding reimbursables) of: Five Thousand, Four Hundred Dollars (\$5,400.00)

We estimate our architectural reimbursable expenses to be approximately:

Five Hundred Dollars (\$500.00) (Excluding government review fees)

This proposal is held open for your consideration for a period of 30 days after which it shall be null and void. If necessary, Perspective Design would appreciate meeting with you to further discuss this proposal. If you find this proposal acceptable, please sign and return a copy for our records. We assume that the person executing this agreement is either the Owner or the Owner's Representative.

Sincerely,

Kurt Johansen
Project Manager
11525 W. North Avenue
Wauwatosa, WI 53226
Tele: (414) 302-1780
Fax: (414) 302-1781

Accepted by:

Signature_____

Printed Name_____

Date_____

See attachment for Standard Contract Terms for Professional Services.

Standard Contract Terms for Professional Services – copyright 2024

This document has important legal consequences, consult with an attorney. The Client shall provide and keep up-to-date the following Project parameters: objective or use, physical parameters, program, legal parameters, financial parameters including overall budget for the Project, proposed procurement or delivery method for the Project and any other parameters provided to Architect. The Client shall provide the following Project team information: the Client's Designated Representative, persons or entities who are required to review the Architect's submittal to the Client and Client's other consultants and contractors. The Client and Architect may reasonably rely upon the information contained above in determining the Architect's compensation. The Client shall provide all information and render decisions in a timely manner. The Client shall procure the services of all consultants, including engineering, legal, insurance and accounting as necessary to complete the Project. The Architect is entitled to rely upon the accuracy and completeness of the information provided by the Client or the Client's consultants. The Client shall promptly notify the Architect of any inconsistencies in the documents.

This Agreement shall be governed by the laws of the State of Wisconsin and the County of Milwaukee. Definitions for terms in this Agreement shall be as defined by the current edition of the AIA Document A201 except that in this Agreement, the term Architect shall mean the Architect and any Consultants providing services under the Architect's contract with the Client. The Architect may have interest in other entities performing services for this Project. Architect will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same location under similar circumstances and for similar fees. In no event shall the statutes of limitations or repose commence to run any later than the date when the end-user begins to occupy the project or 30 days after Architect's final invoice whichever occurs first, the date of which shall be considered the completion of the Architect's service. The Client and Architect bind themselves, their partners, successors, assigns and legal representatives to the other party of this Agreement. The Client and Architect have agreed to the scope of services covered by this Agreement and any services not specifically identified in the Agreement are excluded. Architect's services rendered under this Agreement are being performed solely for the Client's benefit and no other party or entity shall have right to any claim against the Architect due to this Agreement. The Architect shall have no responsibility or liability for environmental conditions or hazardous materials related to this Project, including but not limited to mold, lead, PCB's and asbestos. The Architect shall have no obligation to inspect the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for the construction quality, means, methods, techniques, sequences, equipment or procedures of construction (including temporary bracing) or for safety precautions and programs in connection with the construction. The Architect is not a contractor and has no control over the cost of materials, equipment and labor necessary to complete the project; for this reason, the Architect does not warrant or represent that any estimates provided for the cost of the project will be accurate – any estimates provided shall not be relied upon by the Client. Also, the Architect shall have no obligation for any delays, defects or deficiencies or other acts or omissions of any contractor(s), subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with applicable laws or the contract documents, including the plans & specifications.

All documents prepared by the Architect (including electronic documents) are Instruments of Service for the sole use on this Project. The Architect is deemed the author, creator and owner of the Instruments of Service and retains all common law, statutory and other reserved rights to these documents including copyrights. Upon prompt payment of all sums due, the Architect may grant a one-time, non-transferable license to the Client for use of the Instruments of Service for this Project. If the Agreement between the Client and Architect is terminated the license to use the Instruments of Service shall be terminated and Client shall promptly return all Instruments of Service to the Architect. The Client shall not use the Instruments of Service for additions or alterations to this Project or for completion of this Project by others or on other Projects. Any unauthorized use of the Instruments of Service or use without the participation of the Architect is at the Client's sole risk and without liability to the Architect.

The scope of any review or other action taken by the Architect or their Consultants with respect to any contractor or supplier submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall design intent of the work, but not for purposes of determining accuracy, completeness or other details such as dimensioning, quantities, or for substantiating applicability, instructions or performance of materials, equipment or systems. The Architect shall not be liable or responsible for any error, omission, defect or deficiency in any contractor or supplier submittal. The installing contractor or material supplier is responsible for determining that the material being installed is suitable for the application and the contractor is also responsible to install all products or materials per the manufacturer's recommendations, guidelines and instructions.

Changes to this Agreement shall be accomplished by a mutually agreeable, written change and shall not invalidate the original Agreement. The following items will require a written change: change in previous instruction or approval of the Client, enactment or revision of codes, laws, regulations or in interpretation of

them, Client's failure to act in a timely manner, failure on the part of the Client's consultants or contractors, Architect's participation in dispute resolution or legal proceedings that the Architect is not a party.

Any disputes or claims shall be subject to Mediation as a condition precedent to Arbitration. Any disputes or claims unresolved by Mediation shall be subject to final and binding Arbitration. Demand for Mediation or Arbitration shall be made in a timely manner, but in no event shall a claim be made more than 10 years after the completion date of the Architect's service, and shall not include any additional individual or entity not a party to this Agreement unless agreed to by Architect. Mediation and/or Arbitration shall be administered by a mutually agreed upon Mediator or Arbitrator and will be conducted by rules agreeable to all parties to this Agreement. If Client and Architect fail to agree, then the Arbitrator and rules shall be governed by the rules of the American Arbitration Association. Client and Architect agree to equally share all Mediation and Arbitration fees. Any and all legal fees for each party will be the responsibility of each respective party. Pending Mediation or Arbitration shall not limit in any way the right for the Architect or their Consultant(s) to file lien notices or liens by the required deadlines. In the event of any dispute, Client agrees to make claim solely against the Architect's business entity and not against any owner, principal or employee of the business entity. Waiver of Consequential Damages - the Client and Architect waive all consequential damages arising out of claims or disputes relating to this Agreement. Waiver of Subrogation - the Client and Architect waive all rights against each other for losses and damages covered by insurance.

If Client or any other party are required by contract or otherwise afforded Additionally Insured coverage under Architect's insurance, the Architect shall only be liable to Client or any other party for losses caused in whole or substantially in part by Architect's professional acts or omissions. Architect shall not be liable for any claims that is not covered by Architect's insurance policies.

The Client agrees to limit Architect's (including Architect's Consultants) total liability to the Client, other Consultants, Contractors and Subcontractors on the Project and any other party, due to Architect's or their Consultants' professional negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty and for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes, such that the total aggregate liability of Architect or Architect's Consultants to any party shall not exceed Ten Thousand Dollars (\$10,000.00) or the Architect's total fee for services rendered under this Agreement, whichever is greater.

The Architect may suspend services and seek adjustment of the Contract Sum and Completion Date for failure of the Client or Client's Representatives to respond in a timely manner or for Client's failure to make timely payment. Upon seven days' written notice, the Architect may terminate services for the Client's failure to make timely payments. If the Project is suspended for more than 30 days, the Contract Sum and Completion Date shall be equitably adjusted. If the Project has been suspended for more than 90 days, upon seven days' written notice, the Architect may terminate this Agreement. Upon seven days' written notice, either party may terminate this Agreement for convenience without cause. If the Client suspends or terminates this Agreement for any reason, the Client shall compensate the Architect for the services performed (including reimbursable expenses and profit) to the date of suspension or termination.

Payments are due within 7 days of date of Architect's invoice or statement. Amounts outstanding after 15 days will be subject to 1% (12% annual) interest to accrue monthly. Reimbursable expenses will be billed at cost plus eight percent (8%). Third party costs (consultants, etc.) will be billed at cost plus eight percent (8%). For time and expense or cost-plus agreements, our fee schedule is \$125.00 per hour for Principals, \$105.00 per hour for Senior Project Managers \$85.00 per hour for Project Managers and \$75.00 per hour for Project Assistants, which includes direct personnel expenses and profit. Client agrees to pay Architect for all expenses incurred, including attorney's fees, for recovery of unpaid balances.

This Agreement constitutes the entire agreement between the parties, all prior oral or written agreements and negotiations and other representations are superseded by this Agreement. Client and Architect consent that this document represents a "meeting of the minds" with relation to this Agreement. In the event that any term, provision or condition of this Agreement is unenforceable under the law, the balance of the Agreement shall remain in full force and affect.

As required by Wisconsin Lien Law, Architect hereby notifies the Client that persons or companies furnishing labor for design or observation of the construction on Owner's land, may have lien rights on Owner's land and building if not paid. Those entitled to lien rights, in addition to the Architect are those who give Client and/or Owner notice within 60 days after they furnish labor or material for the design or construction. Accordingly, Client and/or Owner will likely receive notices from those who furnish labor or materials for the Project and Client must provide a copy of each notice received to the Owner and mortgage lender, if any. If Client is not the property owner, it is Client's responsibility, on behalf of the Architect, to promptly notify the Owner of these lien rights. Architect agrees to cooperate with the Client and the Client's lender, if any, to see that all potential lien claimants are duly paid, if applicable.



REQUESTED ACTION STATEMENT

DATE: October 25, 2024

TO: Mayor
Common Council
Parks, Buildings and Grounds Commission

FROM: Josh Fabian – Supervisor Parks Department

ISSUE: Henry Snavelly – Valley View Park Benches Eagle Scout Donation Agreement

REQUESTED:

Recommend to Common Council to approve a donation agreement between the Boy Scouts of America and the City of New Berlin for an Eagle Scout Project by Henry Snavelly to build and provide four benches for seating Valley View Park Playgrounds

FISCAL IMPACT:

None

RATIONALE:

Valley View Park and its playgrounds see a high rate of usage, and the park could use more seating. Currently, there is no bench seating at the smaller playground and limited seating at the larger playground closer to Sunnyslope, and this project will provide three benches at the smaller playground and one more extra bench at the larger. The donation by this Eagle Scout provides value to the City, community, and to the Scout.

DONATION AGREEMENT

This Donation Agreement is made and entered into by and between the BOY SCOUTS OF AMERICA, POTAWATOMI COUNCIL, located at 804 Bluemound Road, Waukesha, Wisconsin, 53188, and JOEL SNAVELY and ANDREA SNAVELY, whose place of residence is 15220 West Lynwood Court, New Berlin, Wisconsin, 53151, and who are the legal guardians of HENRY SNAVELY, who is a member of Boy Scout Troop No. 68 (hereinafter collectively referred to as the “Donor”) and the CITY OF NEW BERLIN, a Wisconsin municipal corporation (hereinafter referred to as the “City”) with its principal office at 3805 South Casper Drive, New Berlin, Wisconsin, 53151.

WHEREAS, the Donor is an Eagle Scout candidate with the Boy Scouts of America Potawatomi Council Troop No. 38; and

WHEREAS, the Donor is desirous of conducting his Eagle Scout project at Valley View Park in the City of New Berlin; the project would include the construction and installation of four (4) benches (with plaques) at a location in the park to be determined by City Staff; and

WHEREAS, the intent of the project is to allow park visitors to have benches to sit on, providing extra seating for playground areas; and

WHEREAS, the donation will be constructed by the Donor, along with members of Troop No. 68, their families and friends; and

WHEREAS, it is anticipated the work would be performed between August 15, 2024 and November 30, 2024; the Donor will supply the posts, paint, screws and other supplies to perform the work, which work will be performed by the volunteers noted above; and

WHEREAS, the City is desirous of accepting the donation of the Donor.

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. The City consents to the Donor, its contractors, subcontractors, agents, employees, volunteers and/or assigns to enter into Valley View Park and to provide the services set forth in the attached Exhibit A.

2. Donor agrees to provide (or has already provided) the City with evidence acceptable to the City that the Donor carries public liability insurance, with limits acceptable to the City, which policies would name the City as an Additional Insured on a primary and non-contributory basis.

3. Donor further agrees to indemnify the City and to hold it harmless as and against claims, demands, actions or causes of actions, including actual attorney fees, arising from the performance of the services provided for in Exhibits A, including, but not limited to, claims for property damage and personal injury that may arise during the course of the construction of the improvements provided for in Exhibit A.

4. The parties agree that the services being provided hereunder will be provided at the expense of the Donor and not the City.

5. Donor agrees to obtain permission from the City as to the specifics of the construction and donation, and to perform said construction and services in accordance with that direction.

6. Donor agrees that the volunteers participating in the project will be required to sign a City of New Berlin Volunteer Waiver Form for any work being provided on city property, and the appropriately executed Waiver Form will be provided to the City prior to the commencement of the work.

7. Donor agrees to appropriately guard the worksite to prevent injury to any persons that may be in the vicinity of those portions of Valley View Park when the services are being performed.

8. Donor agrees that in performing the services under this Agreement, the Donor its contractors, subcontractors, agents, employees and/or assigns shall comply with any applicable State Statutes, Administrative Code provisions or City Ordinances which may be applicable to their activities.

9. Upon the completion of the work related to the services outlined in Exhibit A, the improvements shall become the sole property of the City of New Berlin.

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

11. This Agreement represents the complete understanding of the parties with respect to the subject matter set forth herein and may only be amended by a subsequent agreement executed by both parties.

Dated: _____

Dated: _____

DONOR:
BOY SCOUTS OF AMERICA
POTOWATOMI COUNCIL

CITY:
CITY OF NEW BERLIN

By: _____

By: _____
David Ament, Mayor

DONOR:

DONOR:

Joel Snavelly.
Father of Henry Snavelly

Andrea Snavelly
Mother of Henry Snavelly

EXHIBIT A



Eagle Scout Service Project Workbook



BOY SCOUTS OF AMERICA®

Eagle Scout candidate's full legal name Henry Marshall Snavelly

Please give a name to your project Benches at Valley View Park

Scouts and Parents or Guardians

Please read "Message to Scouts and Parents or Guardians" on pages 5 and 6. This includes excerpts and summaries from the Guide to Advancement that may help ensure requirements are properly administered according to national BSA policies and procedures. Please note, also, that when Eagle Scout candidates submit their project proposal they will promise they have read this entire workbook. Doing so will be important to their success.

Only the Official Workbook May Be Used

Eagle Scout candidates must use the official Eagle Scout Service Project Workbook, No. 512-927, as produced by the BSA and found at www.scouting.org/advancement. Although it is acceptable to copy and distribute the workbook, no council, district, unit, or individual has the authority to produce or require additional forms, or to add or change requirements, or to make any additions, deletions or changes in the text, outlines, links, graphics, or any other elements of the workbook.

Attention: Unit, District, and Council Reviewers

Eagle Scout projects must be evaluated primarily on impact—the extent of benefit to the religious institution, school, or community, and on the leadership provided by the candidate. There must also be evidence of planning and development. This is not only part of the requirement but relates to practicing the Scout motto, Be Prepared. However, in determining if a project meets Eagle Scout requirement 5, reviewers must not require more planning and development than necessary to execute the project. These elements must not overshadow the project itself, as long as the effort was well led and resulted in otherwise worthy results acceptable to the beneficiary.

How to Use This Workbook

This workbook includes valuable information that can help ensure your success. It includes four project forms: a proposal, a plan, a fundraising application, and a report. Following the project report you will find "Navigating the Eagle Scout Service Project," an information sheet that you should provide to the project beneficiary before the beneficiary approves your proposal. You will find it helpful to take the entire workbook—even the parts that have not yet been prepared—with you to all meetings and discussions concerning your project.

Before preparing any of the four forms, read with your parent or guardian, the "Message to Scouts and Parents or Guardians" found on pages 5 and 6. If your project is worthy and meets Eagle Scout requirement 5 as written, the message will help you successfully present your proposal through the approval process.

Preparing the Project Proposal

Your proposal must be completed first. It is an overview, but also the beginnings of planning. Be sure to read "Instructions for Preparing Your Proposal" which appears right after the proposal cover page in this workbook.

The Project Plan

Prepare your project plan after your proposal has been approved, but before you begin work on your project. The Project Plan form is a tool for your use. No one approves it, although your project beneficiary has the authority to review it and require changes in it. Your project plan can also be important in showing your Eagle Scout board of review that you have planned and developed your project as required. And you are strongly encouraged to share your project plan with an Eagle Scout service project coach. Doing so can help you avoid many problems associated with service projects. Be sure to check with the council or district person who approved your proposal to learn how project coaches are designated in your community.

The Fundraising Application

If your fundraising effort involves contributions only from the beneficiary, or you, your parents or relatives, your unit or its chartered organization, or parents or members in your unit, then you do not need a fundraising application. If you will be obtaining money, materials, supplies, or donations from other sources, you may need to submit an application. See "Procedures and Limitations on Eagle Scout Service Project Fundraising," which appears on page B of the fundraising application.

The Project Report

Prepare the project report after the project has been executed. You must sign it to confirm you led and executed the project. Note also, the signature lines for the beneficiary's and your unit leader's approval that your project fulfilled Eagle Scout requirement 5.

Meeting Eagle Scout Requirement 5

Eagle Scout Requirement 5

While a Life Scout, plan, develop, and give leadership to others in a service project helpful to any religious institution, any school, or your community. (The project must benefit an organization other than the Boy Scouts of America) A project proposal must be approved by the organization benefiting from the effort, your unit leader and unit committee, and the council or district before you start. You must use the Eagle Scout Service Project Workbook, No. 512-927, in meeting this requirement.

Project Purpose

In addition to providing service and fulfilling the part of the Scout Oath, “To help other people at all times,” one of the primary purposes of the Eagle Scout service project is to learn leadership skills, or to improve or demonstrate leadership skills you already have. Related to this are important lessons in project management and taking responsibility for a significant accomplishment.

Choosing a Project

Your project must be for any religious institution, any school, or your community. It is important to note, however, that the BSA has defined “your community” to include the “community of the world.” Normally, “your community” would not refer to individuals, although a council or district advancement committee may consider scenarios in which an individual in need can affect a community. It is then a matter of identifying a source representing the “community” who will provide approvals. For more information, see the Guide to Advancement, No. 33088, topic 9.0.2.5.

Your project must present an opportunity for planning, development, and leadership. For example, if a blood drive is chosen and the blood bank provides a set of “canned” instructions to be implemented with no further planning, the planning effort would not meet the test. You may need to meet with blood bank officials and work out an approach that requires planning, development, and leadership. This might involve developing and carrying out a marketing and logistics plan, reaching a challenging collection goal, or coordinating multiple blood collection events.

An Internet search can reveal hundreds of service project ideas. Your project does not have to be original, but it could be. It might be a construction, conservation, or remodeling project, or it could be the presentation of an event with a worthwhile purpose. Conversations with your unit leader, teachers, your religious leader, or the leaders of various community organizations can also uncover ideas. In any case, be sure the project presents a challenge that requires leadership, but also something that you can do with unskilled helpers, and within a reasonable period of time.

Restrictions and Other Considerations

There are no required minimum hours for a project. No one may tell you how many hours must be spent on it.

- Routine labor is not normally appropriate for a project. This might be defined as a job or service you may provide as part of your daily life, or a routine maintenance job normally done by the beneficiary (for example, pulling weeds on the football field at your school).
- While projects may not be of a commercial nature or for a business, this is not meant to disallow work for community institutions, such as museums and service agencies (like homes for the elderly, for example), that would otherwise be acceptable. Some aspect of a business operation provided as a community service may also be considered; for example, a park open to the public that happens to be owned by a business, but primarily benefits the community.
- A project may not be a fundraiser. In other words, it may not be an effort that primarily collects money, even for a worthy charity. Fundraising is permitted only for securing materials and facilitating a project, and it may need to be approved by your council. See “Eagle Scout Service Project Fundraising Application” later in this workbook.
- No more than one Eagle Scout candidate may receive credit for working on the same Eagle Scout service project.
- Projects must not be performed for the Boy Scouts of America, or its councils, districts, units, or properties.

Collecting Service Project Data

The BSA collects information on hours worked on Eagle Scout projects because it points to achievement of our citizenship aim. Please assist with data collection by keeping a list of people who help and the number of hours they work. When you prepare your project report you will need to include this data on page B of the report. Providing accurate information will also help your unit leadership enter your project into the BSA’s Journey to Excellence tracking system.

Message to Scouts and Parents or Guardians

The Eagle Scout service project requirement has been widely interpreted—both properly and improperly. This message is designed to share with you, the Eagle Scout candidate, and your parents or guardians the same information BSA provides to council and district volunteers responsible for project proposal approvals throughout the Boy Scouts of America.

In addition to reading this entire workbook, you and your parents or guardians should consult the Guide to Advancement, No. 33088, beginning with topic 9.0.2.0, “The Eagle Scout Service Project.” The Guide may be accessed at www.scouting.org/advancement.

The current Guide to Advancement, No. 33088, along with the Scouts BSA Requirements book, No. 33216, and this workbook, are the primary official sources on policies and procedures for Eagle Scout service projects. The Guide to Advancement and Scouts BSA Requirements book are available in Scout shops or on www.scoutshop.org. Your local council and district are important resources for information and guidance and can tell you where to submit service project proposals.

The council and district may also establish limited local procedures as necessary. However, all of this must be done in harmony with the official sources mentioned above. Councils, districts, units, and individuals must not add requirements or ask you to do anything that runs contrary to, or that exceeds, the policies, procedures, or requirements of the Boy Scouts of America.

Available from your Scout Shop or on www.scoutshop.org is an Eagle Project plaque to place at your project location at the completion of the project (<https://www.scoutshop.org/catalog/product/view/id/6831>).

What an Eagle Scout Candidate Should Expect

The Eagle Scout service project belongs to the Eagle Scout candidate. The candidate's parents and others may help, but the Scout must be the leader. Nonetheless, while working toward completion of the project, especially during the proposal approval process, a candidate has the right to expect the following, as reprinted from the Guide to Advancement, topic 9.0.2.1.

1. Questioning and probing for their understanding of the project, the proposal, and what must be done, shall be conducted in a helpful, friendly, courteous, and kindhearted manner. We will respect the Scout's dignity. Scouts will be allowed, if they choose, to have a parent, unit leader, or other adult present as an observer at any time while they are discussing their proposal or project with someone who is reviewing it.
2. Project expectations will match Eagle Scout requirement 5, and we will not require proposals to include more than described in the Eagle Scout Service Project Workbook.
3. If requested by the Scout or the Scout's parent or guardian, an explanation of a proposal rejection will be provided in writing, with a copy sent to the council advancement chair and staff advisor. It will indicate reasons for rejection and suggestions concerning what can be done to achieve approval.
4. Guidance that maximizes the opportunity for completion of a worthwhile project will be readily available and strongly recommended. Ultimately, however, the responsibility for success belongs to the Scout, and final evaluation is left to the board of review.
5. Candidates who believe they have been mistreated or their proposal wrongfully rejected, will be provided a method of redress. This will include the opportunity for a second opinion and approval, either through another volunteer or professional advancement administrator*, or the Scout executive, as determined by the council advancement committee or executive board.

**An "advancement administrator" is a member or chair of a council or district advancement committee, or a volunteer or professional designated according to local practices, to assist in advancement administration.*

Excerpts and Summaries From the Guide to Advancement

Eagle Scout Service Project Coaches (See the Guide to Advancement, topic 9.0.2.9)

Many units, districts, and councils use Eagle Scout service project “coaches,” because the advice they provide after approval of a proposal can be invaluable as candidates develop their project plan. A coach can help Scouts see that if a plan is not sufficiently developed then projects can fail. Assistance can come through evaluating a plan and discussing its strengths, weaknesses, and risks, but coaches do not have the authority to dictate changes or take any other such directive action. Instead, coaches must use the BSA method of positive adult association, logic, and common sense to help the candidate make wise decisions.

It is up to the council to determine who may serve as project coaches and how they might be assigned or otherwise provided to candidates. Coaches must be registered with the BSA (in any adult position) and be current in BSA Youth Protection training, and may come from the unit, district, or council level. For examples of how a service project coach can assist, please see the Guide to Advancement, topic 9.0.2.9. Note that there should be only one coach that is designated for you by your council or district; but your unit may also provide people to coach you.

What Is Meant by “Give Leadership to Others ...?” (See the Guide to Advancement, topic 9.0.2.4)

“Others” means at least two people besides the Scout. Helpers may be involved in Scouting or not, and of any age appropriate for the work. Councils, districts, and units shall not establish requirements for the number of people led, or their make-up, or for time worked on a project.

Evaluating the Project After Completion (See the Guide to Advancement, topic 9.0.2.13)

Eagle Scout projects must be evaluated primarily on impact—the extent of benefit to the religious institution, school, or community, and on the leadership provided by the candidate. There must also be evidence of planning and development. This is not only part of the requirement, but relates to our motto to, “Be Prepared.” However, in determining if a project meets requirement 5, reviewers must not require more planning and development than necessary to execute the project. These elements must not overshadow the project itself, as long as the effort was well led, and resulted in an otherwise worthy outcome acceptable to the beneficiary.

There may be instances where, upon its completion, the unit leader or project beneficiary chooses not to approve a project. One or the other may determine, for example, that modifications were so significant that the extent of the service or impact of the project was insufficient to warrant approval. The candidate may be requested to do more work or even start over with another project. The candidate may choose to meet these requests or may decide—if he or she believes the completed project worthy and in compliance—to complete an Eagle Scout Rank Application and submit the project workbook without final approval. If requested, the candidate must be granted a board of review. If it is thought a unit board may not provide a fair hearing, a board of review under disputed circumstances may be initiated according to the Guide to Advancement, topic 8.0.3.2.

Risk Management and Eagle Scout Service Projects (See the Guide to Advancement, topic 9.0.2.14)

All Eagle Scout service projects constitute official Scouting activity and thus are subject to Boy Scouts of America policies and procedures. Projects are considered part of a unit's program and are treated as such with regard to policies, procedures, and requirements regarding Youth Protection, two-deep leadership, etc. The health and safety of those working on Eagle projects must be integrated into project execution. Since an Eagle Scout service project is a unit activity, unit leadership has the same responsibility to assure safety in conducting a project as with any other unit activity. The unit leader or unit committee should reject proposals for inherently unsafe projects. The candidate should plan for safe execution, but it must be understood that minors cannot and must not be held responsible for safety concerns. As with any Scouting activity, the Guide to Safe Scouting applies. BSA also expects leaders to use the four points of SAFE when delivering the program. The SAFE Checklist can be found at: <https://www.scouting.org/health-and-safety/safe/>. The most current version of the Guide to Safe Scouting can be found at: <https://www.scouting.org/health-and-safety/gss/>.

Insurance and Eagle Scout Projects (See the Guide to Advancement, topic 9.0.2.15)

The Boy Scouts of America General Liability Policy provides general liability insurance coverage for official Scouting activities. Registered adult leaders are provided primary coverage. Unregistered adults participating in a Scouting activity are provided coverage in excess of their personal insurance. Every council has the opportunity to participate in the BSA Accident and Sickness insurance program. It provides some insurance for medical and dental bills arising from Scouting activities. If councils do not purchase this, then units may contract for it. In some cases, chartered organizations might provide insurance, but this must not be assumed. Most of these programs provide only secondary coverage, and are limited to registered youth and adults and those interested in becoming members.

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Eagle Scout Service Project Proposal



BOY SCOUTS OF AMERICA®

Eagle Scout candidate's full legal name Henry Marshall Snavelly

Please give a name to your project Benches at Valley View Park

Instructions for Preparing Your Proposal

Meeting the Five Tests of an Acceptable Eagle Scout Service Project

Your proposal must be prepared first. It is an overview, but also the beginnings of planning. It must show your unit leader, unit committee, and council or district that your project can meet the following tests.

1. ***It provides sufficient opportunity to meet the Eagle Scout service project requirement.*** You must show that planning, development, and leadership will take place; and how the three factors will benefit a religious institution, a school, or your community.
2. ***It appears to be feasible.*** You must show the project is realistic for you to carry out.
3. ***Safety issues will be addressed.*** You must show you have an understanding of what must be done to guard against injury, and what will be done if someone gets hurt.
4. ***Action steps for further detailed planning are included.*** You must make a list of the key steps you will take to make sure your plan will have enough details so it can be carried out successfully.
5. ***You are on the right track with a reasonable chance for a positive experience.***

When completing your proposal you only need enough detail to show a reviewer that you can meet the tests above. If showing that you meet the tests requires a lengthy and complicated proposal, your project might be more complex than necessary. Remember, the proposal is only the beginnings of planning. Most of your planning will come with the next step, preparation of your project plan.

If your project does not require materials or supplies, etc., simply mark those spaces "not applicable." As a reminder, do not begin any work, or raise any money, or obtain any materials, until your project proposal has been approved.

Consider also, that if you submit your proposal too close to your 18th birthday, it may not be approved in time to finish planning and executing the project.

Working with Your Project Beneficiary

On the last two pages of this workbook there is an information sheet called, "Navigating the Eagle Scout Service Project." This is for you to print and give to the religious institution, school, or community that will benefit from your efforts. You should do this as part of your first meeting with your beneficiary and use the sheet to help explain how the Eagle Scout service project works. Be sure to read it carefully so you can explain what it says.

"Navigating the Eagle Scout Service Project" will help you communicate a number of things to your beneficiary. For example, it provides thanks and congratulations for accepting the project; and it gives some background, discusses the requirements, and points out the responsibilities connected with approving your project proposal. It also explains that the beneficiary has the right to review, and also to require changes in your project plan.

Again, be sure to read carefully "Navigating the Eagle Scout Service Project" so you will have a full understanding of the role of your beneficiary.

Next Step: Your Project Plan

Once your proposal is approved, you are **strongly encouraged** to prepare your project plan using the form in this workbook. Doing so increases the likelihood your project will be approved at your Eagle Scout board of review. As you begin preparing it, you should meet with a project coach. Check with the person who handled the approval of your project proposal to learn how coaches are designated in your community.

Your designated coach can help you avoid the common pitfalls associated with Eagle Scout service projects and be a big part of your success. You may also want to talk to your unit leader. There may be adults in your troop who are experts in conducting the kind of project you are planning. It's ok for you to work with them as well. The more coaching you get, the better your results will be.

Beginning Work on Your Project

Once your proposal has been fully approved and you have finished your project planning, only then, may you begin work on your project.

Contact Information

Eagle Scout candidates should know who is involved, but contact information may be more important to unit leaders and others in case they want to talk to each other. While it is recognized that not all the information will be needed for every project, Scouts are expected to provide as much as reasonably possible. Approval representatives must understand, however, that doing so is not part of the service project requirement.

Eagle Scout Candidate

Name: Henry Marshall Snavelly		Birth date: 6/25/07	
Email Address: henry.snavelly2@gmail.com		BSA PID number: 68	
Address: 15220 W Lynwood Ct	City: New Berlin	State: WI	Zip: 53151
Preferred telephone(s): (262) 720-0688		Life Board of Review date: 6/03/2021	

Current Unit Information

Check One: ☒ Troop ☐ Crew ☐ Ship	Unit Number: 68
Name of District: South Wind	Name of Council: Potawatomi Area Council

Unit Leader Check One: ☒ Scoutmaster ☐ Crew Advisor ☐ Skipper

Name: Dave McKenzie	Preferred telephone(s): (262) 442-2224		
Address: 13595 W Graham St.	City: New Berlin	State: WI	Zip: 53131
Email Address: dlmckenzie@mac.com			

Unit Committee Chair

Name: Jen Macakanja	Preferred telephone(s): (262) 951-5982		
Address: 19155 W Observatory Rd	City: New Berlin	State: WI	Zip: 53146
Email Address: jenmacakanja@gmail.com			

Unit Advancement Coordinator

(If your unit has one)

Name: Melissa Butler	Preferred telephone(s): (952) 221-2647		
Address: 16600 Heatherly Dr.	City: New Berlin	State: WI	Zip: 53151
Email Address: mullins18@hotmail.com			

Project Beneficiary

(Name of religious institution, school or community)

Name: City of New Berlin Parks Department	Preferred telephone(s): (262) 797-2471		
Address: 2600 S Calhoun Rd	City: New Berlin	State: WI	Zip: 53151
Email Address: parksandgrounds@newberlin.org			

Project Beneficiary Representative

(Name of contact person for the project beneficiary)

Name: Justin Sievert	Preferred telephone(s): (262) 613-3334		
Address: 2600 S Calhoun Rd	City: New Berlin	State: WI	Zip: 53151
Email Address: jsievert@newberlin.org			

Your Council Service Center

Contact Name: Potawatomi Area Council	Preferred telephone(s): (262) 544-4881		
Address: 804 Bluemound Rd.	City: Waukesha	State: WI	Zip: 53188
Email Address: office@pacbsa.org			

Council or District Project Approval Representative

(Your unit leader, unit advancement coordinator, or council or district advancement chair may help you learn who this will be.)

Name: Darren Fields	Preferred telephone(s): (414) 520-6577		
Address: 13045 W Hawthorne Lane	City: New Berlin	State: WI	Zip: 53151
Email Address: mrfieldsbsa@gmail.com			

Project Coach

(Your council or district project approval representative may help you learn who this will be.)

Name: Daniel Kabara	Preferred telephone(s): (262) 352-1901		
Address: 16055 W. Amour Ave	City: New Berlin	State: WI	Zip: 53151
Email Address: dkabara@live.com			

Project Description and Benefit

Briefly describe your project

I am going to build 4 benches to go at valley view park. There are two playgrounds, a big one near the front entrance, and a smaller one near a picnic site. Three of the benches would go at the the smaller park since there are currently none there, and the fourth would go by the other playground to add more room for parents to sit.

I have seen parents at the smaller playground just sitting on the grass, and others sometimes bring blankets. At the larger playground there is a couple benches on the outskirts of some woods, and there is a picnic shelter off to the side but not really in a spot where you can supervise. Adding a third bench, will add more seating with a clear view of a busy playground.

Include images on an additional document.

Tell how your project will be helpful to the beneficiary. Why is it needed?

The smaller playground has no benches, and as a result it is very rarely used. Since there are no benches there is no spot for the parents to sit and supervise. By adding three benches to this playground I think it would help populate it. I would also put a fourth bench by the bigger playground. This playground is often very busy resulting in not enough places for the parents to sit. By adding a fourth bench it would allow for more families to be able to enjoy the park.

When do you plan to begin carrying out your project?

mid August 2024

When do you think your project will be completed?

End of August 2024

Giving Leadership

Approximately how many people will be needed to help on your project?

Where will you recruit them (unit members, friends, neighbors, family, others)?

I will be recruiting other troop members, and if I don't get enough people, I will contact some friends I have who aren't in scouting.

What do you think will be most difficult about leading them?

I think that the hardest part of leading them will be keeping them from wasting a bunch of time between the different steps of the project.

Materials

Materials are things that become part of the finished project, such as lumber, nails and paint.

What types of materials, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required. For example, for lumber, use basic dimensions such as 2x4 or 4x4.

Wood:

Green treated pine.

(8) 8 foot 4x4s

(16) 8 foot 2x8s

(4) 8 foot 2x4s

Hardware:

(96) $\frac{3}{8}$ "x5 $\frac{1}{2}$ " galvanized carriage bolts (washers and nuts.)

(8) $\frac{3}{8}$ "x4" galvanized carriage bolts (washers and nuts.)

Supplies

Supplies are things you use up, such as food and refreshments, gasoline, masking tape, tarps, safety supplies and garbage bags.

What types of supplies, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required.

Food and beverages, safety glasses, gloves, garbage bags, and a first aid kit.

Tools

Include tools, and also equipment, that will be borrowed, rented, or purchased.

What tools or equipment, if any, will you need? You do not need a detailed list, but you must show you have a reasonable idea of what is required.

Measuring tape, miter saw, sandpaper, file, drills, spade drill bits, mallets, wrenches, and work gloves.

Measuring tapes to measure wood before cutting with miter saw, use sandpaper once cut for a smooth edge.

Mitor saw will also cut notches in the wood which will be popped out with a file.

Use drills with spade drill bits to make pilots for carriage bolts, screw in carriage bolts with hands, and finish with mallets.

Then put on the screws and nuts (using wrenches if necessary.)

Other Needs

Items that don't fit the above categories; for example, parking or postage, or services such as printing or pouring concrete, etc..

What other needs do you think you might encounter?

laser engraving for plaques.

xavuu.com. \$8.00 each.

Permits and Permissions

Note that property owners should obtain and pay for permits.

Will permissions or permits (such as building permits) be required for your project? Who will obtain them? How long will it take?

All permission comes from the New Berlin Parks Department. I already have permission.

Preliminary Cost Estimate

You do not need exact costs yet. Reviewers will just want to see if you can reasonably expect to raise enough money to cover an initial estimate of expenses. Include the value of donated materials, supplies, tools, and other items. It is not necessary to include the value of tools or other items that will be loaned at no cost. Note that if your project requires a fundraising application, you do not need to submit it with your proposal.

Enter your estimated expenses below
(include sales tax if applicable)

Materials:	\$353
Supplies:	\$89
Tools:	\$25
Other:	\$65
Total Costs:	\$532

Fundraising: Explain how you will raise the money to pay for the total costs. If you intend to seek donations of actual materials, supplies, etc., then explain how you plan to do that, too.

I plan to reach out to local stores for donations of the materials I need, and if I need to, I will ask for donations from some friends. I will pay for the rest myself.

Materials: wood

Supplies: carriage bolts, washers, and nuts.

Other: laser engraving for plaques, and food essentials.

Project Phases

Think of your project in terms of phases, and list what they might be. The first may be to prepare your project plan. Other phases might include fundraising, preparation, execution and reporting. You may have as many phases as you want, but it is not necessary to become overly complicated; brief, one line descriptions are sufficient. If you have more than 10 phases, attach a separate page with your continued phase list.

1	I already ran the project through the beneficiary
2	Prepare project plan
3	Signatures and plan approval
4	Fundraising
5	purchase necessary supplies
6	reach out to scouts to scouts to help with the project.
7	Scouts will measure and pencil in where the wood needs to be cut, then volunteer adult leaders will cut it. Then th
8	Assemble the benches
9	Move the benches to the playground.
10	

Logistics

How will you handle transportation of materials, supplies, tools, and helpers?

I will buy all the suplies and bring them to my house, and then later bring them to the park for assembly. If needed I will borrow a friends trailer to transport all the materials. I will bring the necessary tools that I have, and have others scouts bring things such as extra drills. All the scouts will drive themselves to the park.

Safety Issues

The Guide to Safe Scouting is an important resource in considering safety issues.

Describe the hazards and safety concerns of which you and your helpers should be aware.

Read the "[Age Guidelines for Tool Usage](#)" at Scouting.org

There could be injuries with the power tools, to help avoid this only adults will be allowed to use the power saws. Dropping things on feet, for example the completed benches. and splinters from the wood.

Project Planning

You do not have to list every step, but it must be enough to show you have a reasonable idea of how to prepare your plan.

List some action steps you will take to prepare your project plan. For example, "Complete a more detailed set of drawings."

Study the bench design, use feedback from the council/district representative, get any changes approved by the beneficiary, figure out the exact prices for materials and supplies, and figure out how to delegate all of the work on the work day.

Caution: Using an Adobe or other PDF reader to insert a "signature" can cause this entire document's contents to be locked preventing future edits; make sure you save a copy if any signatures will be inserted digitally.

Candidate's Promise*		<i>Sign below before you seek the other approvals for your proposal.</i>	
On my honor as a Scout, I have read this entire workbook, including the "Message to Scouts and Parents or Guardians" on page 4. I promise to be the leader of this project, and to do my best to carry it out for the maximum benefit to the religious institution, school, or community I have chose as beneficiary.			
Signed		Date	

** Remember: Do not begin any work on your project, or raise any money, or obtain any materials, until your project has been approved.*

Unit Leader Approval*		Unit Committee Approval*	
I have reviewed this proposal and discussed it with the candidate. I believe it provides impact worthy of an Eagle Scout service project, and will involve planning, development and leadership. I am comfortable the Scout understands what to do, and how to lead the effort. I will see that the project is monitored, and that adults or others present will not overshadow them.		This Eagle Scout candidate is a Life Scout, and registered in our unit. I have reviewed this proposal, I am comfortable the project is feasible, and I will do everything I can see that our unit measures up to the level of support we have agreed to provide (if any). I certify that I have been authorized by our unit committee to provide its approval for this proposal.	
Signed	Date	Signed	Date
Name (Printed) Dave McKenzie		Name (Printed) Jen Macakanja	

Beneficiary Approval*		Council or District Approval	
This service project will provide significant benefit, and we will do all we can to see it through. We realize funding on our part is not required, but we have informed the Scout of the financial support (if any) to which we have agreed. We understand any fund raising the Scout conducts will be in our name and that funds left over will come to us if we are allowed to accept them. We will provide receipts to donors as required.		I have read topics 9.0.2.0 through 9.0.2.15, regarding the Eagle Scout service project, in the <i>Guide to Advancement</i> , No. 33088. I agree on my honor to apply the procedures as written, and in compliance with the policy on "Unauthorized Changes to Advancement." Accordingly, I approve this proposal. I will encourage the candidate to prepare a project plan and share it with the designated project coach.	
Our Eagle Candidate has provided us a copy of "Navigating the Eagle Scout Service Project, Information for Project Beneficiaries." Yes _____ No _____			
Signed	Date	Signed	Date
Name (Printed) Justin Sievert		Name (Printed) Darren fields	

** While it makes sense to obtain approvals in the order they appear, there shall be no required sequence for the order of obtaining those approvals marked with an asterisk (*). Council or district approval, however, must come after the others.*



Eagle Scout Service Project Plan



BOY SCOUTS OF AMERICA®

Eagle Scout candidate's full legal name Henry Marshall Snavelly

Eagle Scout Service Project Name Benches at Valley View Park

Planned start date 8/14/24

Planned completion date 10/28/24

Eagle Scout requirement 5 says you must "plan" and "develop" your service project. Though this project plan is a tool for your use, and is not approved or signed, it is important in helping to show you have done the required planning and development. You should take this project plan with you to your Eagle Scout board of review. Note that you are not required to provide more details than are necessary for the accomplishment of your project.

A Scout who is prepared will complete the project plan, and then review it with the designated project coach before carrying out the project. The council or district representative who approved your project may have agreed to serve as your project coach, or someone else may be designated to take this important role. A project coach's involvement and review of your project plan is optional, but it can help you avoid many problems or mistakes. This can also improve your chances of passing the Eagle Scout board of review.

You should also show your project plan to your beneficiary prior to carrying out the project. This will help ensure your plans agree with the beneficiary's expectations. Remember, the project beneficiary has the authority to require and approve a project plan. Be sure to read "Navigating the Eagle Scout Service Project" at the end of this workbook.

Comments From Your Proposal Review

What suggestions were offered by the council or district representative who approved your project?

Have 4 YPT adults.

Have a sign up sheet to make volunteers more accountable.

Track everybody's time, not just my own.

Finding out if there are any younger scouts who need the First Class cooking requirements, if so the troop could supply the food.

Project Description and Benefit - Changes from the Proposal

As projects are planned, changes are usually necessary. If they are major, it is important to confirm they are acceptable to the beneficiary. You should also discuss major changes with those who approved your proposal, and also with your coach, to get an idea if the changes will be acceptable to your board of review.

How will your project be different from your approved proposal?

I will no longer be building the benches at the park, they will be built at my house.

I will have to get a donation agreement to say that the benches no longer belong to me.

The benches will have to be stored outside my house until I get a donation agreement form from the city.

Will the changes make the project more, or less, helpful to the beneficiary? Explain:

The changes will only affect when the benches are installed, however the city already knew about this.

Present Condition or Situation *Include "before" photographs to show the board of review as attachments.*

Describe the present condition of the worksite. For an event or activity, describe your biggest obstacles.

The worksite will be my garage and driveway. The garage will need cleaning both before and after.

Project Phases

You may have more than ten phases, or fewer, as needed.

Look at the phases from your proposal. Make any changes, then provide a little more detail, including approximate starting and ending dates for each phase. If you have more than 10 phases, attach a separate page with your continued phase list.

1	Prepare project plan.
2	Signatures and plan approval.
3	Fundraising.
4	Purchasing supplies.
5	Find volunteers to help me with my project.
6	Assemble benches with volunteers.
7	Move benches to the park.
8	
9	
10	

Work Processes

Prepare a step-by-step list of what must be done and how everything comes together: site preparation, sizing, assembly, fastening of materials, finishes to be used (paint, varnish, etc.), uses of supplies and tools, etc. Your project coach may be able to assist.

Preparation for build day:
Clean out garage.
Purchase materials, supplies, and food.
Potentially borrow troop pop-up shelter.

Build day 10/19/24
Inspect all tools to make sure they are in good condition.
Brief volunteers on safety, and how to use tools.
Assign tasks to scouts and adults.
Measure, cut, then sand wood.
Assemble benches, and secure with bolts.
Clean up

Preparation for installation day:
Borrow a trailer.
Brief volunteers on safety.

Installation day:
Have adults drive scouts to the park

Attachments

If you are unable to attach items within this workbook, please put them in separate documents that you may send along with your workbook. Attachments might include such things as additional plans, drawings, diagrams, maps, and pictures that will help you carry out your project. They may also be helpful to your workers, your coach, the project beneficiary, and to your board of review. Drawings, if needed, should be to scale. If you are planning an event or activity, something like a program outline or a script would be appropriate

Permits and Permissions

If you will need permissions or permits*, what is being done to obtain them, and when will they be issued?

Donation application from the New Berlin Parks Department. This is needed for them to be able to accept the benches.

* Could include building or electrical permits, dig permits, event permits, permission to access property, wilderness or back country permits, etc.

Materials List each item, description, quantity, unit cost, total cost, and source. For donated items show value in cost columns. See example.

Plywood	3/4", 4'x8', B-C interior grade	3	20.00	60.00	ABC Hardware Donation
Item	Description	Quantity	Unit Cost	Total Cost	Source
Wood	Pressure treated pine 8 foot 4x4s	10	\$9.84	\$98.40	Bliffert Lumber
Wood	Pressure treated pine 8 foot 2x8s	16	\$7.92	\$126.72	Bliffert Lumber
Wood	Pressure treated pine 8 foot 2x4s	6	\$4.56	\$27.36	Bliffert Lumber
Bolts	Galvanized carriage bolts 3/8"x6"	118	\$2.37	\$2.75	Donation Home Depo
Bolts	Galvanized carriage bolts 3/8"x4"	14	\$2.13	\$2.13	Donation Home Depo
Washers	Galvanized 3/8"	125	\$6.11 for 25	\$0.00	Donation Home Depo
Nuts	Galvanized 3/8"	125	\$5.97 for 25	\$0.00	Donation Home Depo
Metal plaques		4	\$16.80	\$67.20	xavuu.com
Total cost of materials:				\$324.56	

Supplies List each item, description, quantity, unit cost, total cost, and source. For donated items show value in cost columns. See example.

Plastic tarp	9' x 12', 2mil think	2	4.00	8.00	ABC Hardware
Item	Description	Quantity	Unit Cost	Total Cost	Source
Sandpaper	Smoothing out freshly cut wood.	4	\$0.00	\$0.00	Already own
Garbage Bags		N/A	\$0.00	\$0.00	Already own
Total cost of supplies:				\$0.00	

Tools

List tools and equipment that must be purchased or rented; with quantity, unit cost, total cost, source, and who will operate or use it. See example.

Circular power saw*	1	0.00	0.00	Mr. Smith	Mr. Smith
Tool	Quantity	Unit Cost	Total Cost	Source	Who will operate/use?
Drills	4	\$0.00	\$0.00	Already own/scout provided	Scouts
Impact Driver	4	\$0.00	\$0.00	Already own/scout provided	Scouts
Measuring tapes	3	\$0.00	\$0.00	I already own some	Scouts
Miter Saw	1	\$0.00	\$0.00	Jonathan Wood	Jonathan Wood
Spade drill bits	3	\$4.55	\$13.66	Home Depot	
Total cost of tools:			\$13.66		

Other Needs

List each item, description, quantity, unit cost, total cost, and source. For donated items, show value in cost columns. See example.

Printing	Marketing brochure	2000	0.01	20.00	ABC Hardware
Item	Description	Quantity	Unit Cost	Total Cost	Source
Food/drinks	Chili and soda/water	TBD	\$0.00	\$0.00	Donated by Sendik's
Work gloves		N/A	\$0.00	\$0.00	scout provided
Safety glasses		N/A	\$0.00	\$0.00	scout provided
First aid kit	For possible injuries	N/A	\$0.00	\$0.00	Already own
Total cost of other needs:				\$0.00	

Expenses

Item	Projected Cost
Total materials (from above)	\$324.56
Total supplies (from above)	\$0.00
Total tools (from above)	\$13.66
Total other (from above)	\$0.00
Total cost	\$338.22

Revenue

Total to be raised: \$ 388.22

Contribution from beneficiary: \$ 0.00

Describe how you will get the money for your project. Include what any helpers will do to assist with the effort and also any requests you will make for donations of supplies, materials, etc.

I am going to go to a bunch of local businesses and ask for donations, I also have some f

Giving Leadership

Fill out the chart below, telling about specific jobs that need to be done, the skills needed to do them, whether they must be adults or may be youth, how many helpers are needed, and how many you have so far (if any). For example:

Work at car wash	Able to drive or wash cars	Adult drivers/supervisors, youth to wash	2 adults, 10 youth	1 adult, 5 youth
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Job to Be Done	Skills Needed (if any)	Adult or Youth	Helpers Needed	Helpers So Far
Measuring wood	Using a measuring tape	Youth measure adults and I will do	2 youth 1 adult	2 youth 1 adult
Cutting wood	Basic woodwork skills	Adult	2 adults	2 youth 3 adults
Sanding wood	N/A	Youth	2 youth	4 youth 3 adults
Assembling benches	How to use a drill	Youth	6 youth	10 youth 3 adults
Transporting benches	N/A	Adult drivers, youth transport	4 youth 3 adults	14 youth 6 adults

What are your plans for briefing helpers, or making sure they know how to do what you want them to do?

I'm going to explain to each of the groups what to do before each step. I will also build an extra one of the legs for the benches beforehand for them to use as a reference.

What is your plan for communicating with your workers to make sure they know how to get to the site and where to park, that they will be on time and they will have with them what they need?

I will get at least one contact from each volunteer and message them through that. The info will also be on the troop website.

Logistics

How will the workers get to and from the place where the work will be done?

They will be in charge of their own transportation. They can get rides from their parents or drive themselves.

How will you transport materials, supplies, and tools to and from the site?

I have a minivan which can fit all of the materials to my house where the benches will be built. We will borrow a trailer to transport the completed benches to the park.

How will you assure the tools used are in good condition, that clearance and barriers needed between users are considered, and that the tools are properly used and stored?

I will look at all the power tools beforehand to make sure they are in working condition. Before any work is started I will give a quick briefing on how power tools should be used, and stored. I will have a sperate area for cutting wood.

How long will your helpers be working each day? (Recommend no more than eight hours per day)

6 hours on the build day 1 1/2 hours on the install day

How will the workers be fed?

I will be providing lunch on the day of the project.

Where will restrooms be located?

The project is being held at my house, so they can just go in for the bathroom.

Safety

Will a first aid kit be needed for this project? If so, where will it be kept?

There will be a first aid kit on a table near the project.

Will any hazardous materials or chemicals be used? If so, how will you see that they are properly handled?

There won't be any hazardous materials or chemicals.

List hazards you might face. These could include severe weather, wildlife, hazardous tools or equipment, overhead or underground utilities, sunburn, etc. What will you do to prevent problems? For example, "Hazardous tools will be operated by adults only."

Potential Hazard	What will you do to prevent problems?
Something in eye when cutting wood	We will wear safety glasses
Splinters	Work gloves
Injuring one's self with tools e.g. hammer, or saw	I will teach others how to use them properly.
Injuries from miter saw	I will have adults be in charge of the saws.

How do you plan to communicate these safety issues and hazards to your helpers?

Before we start any work, I will go over all of the potential hazards and how to avoid them. I will also give reminders when needed.

What personal protective equipment or supplies may be needed? (For example, gloves, goggles, hardhats, etc.)

Safety glasses and gloves. Everyone will bring their own, although I will provide extras.

When will you hold a safety briefing? Before we start working.

Who will conduct it? I will.

Who will be your first-aid specialist?

How may emergency vehicles access the site? The work site is right next to one of the park's side parking lots.

Contingency Plans

What would cause postponement or cancellation of the project? What will you do should this happen?

If it is raining the project will be held in my garage instead of the driveway.

Comments From Your Project Coach About Your Project Plan

A project coach's comments can be extremely helpful in assuring your project is successful.

Page B: Permits and Permissions -Do you how/when you are getting the donation application from the Parks Department?
Can you write it in this section as a reminder?
Work Processes - the date of Build Day is listed, but not Installation Day. The troop has a small open trailer that you can use. Mr. Mac may be storing it.
Is clean up part of the work process on build day?
Page D: Giving Leadership - is clean up a job that you could assign?
Revenue - the sentence is cut off.
When will the benches be delivered?
Page E: Under the Tools section on a previous page, you note that Mr. Wood will opearate the miter saw. Should it be listed as a potential hazard?
Should you designate a first-aid person (there is a blank to fill in).
Page F: Could the work be done in your garage if it rains? Then you wouldn't have to set up a new date.

Eagle Scout Service Project Fundraising Application

Before filling out this application, it is important to read "Procedures and Limitations on Eagle Scout Service Project Fundraising." This can be found on the next page: "Fundraising Application Page B." Once completed, you must obtain approval from the project beneficiary and your unit leader, and then submit the fundraising application to your council service center at least two weeks in advance of your fundraising efforts. You will be contacted if it cannot be approved or if adjustments must be made. Use this form, not the Unit Money-Earning Application.

Eagle Scout Candidate

Name: Henry Marshall Snavelly		Preferred telephone(s):	
Address:	City:	State:	Zip:
Email Address:			
Check One: ☒ Troop ☐ Crew ☐ Ship		Unit Number:	
Name of District:		Name of Council:	

Project Beneficiary

(Name of religious institution, school or community)

Name: City of New Berlin Parks Department		Preferred telephone(s):	
Address:	City:	State:	Zip:
Email Address:			

Project Beneficiary Representative

(Name of contact person for the project beneficiary)

Name:		Preferred telephone(s):	
Address:	City:	State:	Zip:
Email Address:			

Describe how funds will be raised:

--

Proposed date the service project will begin:

Proposed dates for the fundraising efforts:

How much money do you expect to raise?

If people or companies are asked for donations of money, materials, supplies, or tools, how will this be done and who will do it?*

--

*You must attach a list of prospective donor names and what they will be asked to donate. This is not required for an event like a car wash.

Are any contracts to be signed? If so, by whom?

Contract details:

--

Caution: Using an Adobe or other PDF reader to insert a "signature" can cause this entire document's contents to be locked preventing future edits; make sure you save a copy if any signatures will be inserted digitally.

Approvals

The beneficiary and unit leader sign below, in any order, before authorized council approval is obtained.

Beneficiary		Unit Leader		Authorized Council Approval*	
Signature	Date	Signature	Date	Signature	Date

Procedures and Limitations on Eagle Scout Service Project Fundraising

Eagle Scout Service Project Fundraising Application must be used in obtaining approval for service project fundraising of monies and for in-kind donations of materials, supplies, tools, or other needs.* Send the completed form with any attachments to your local council service center, where it will be routed to those responsible for approval. This may be a district executive or another staff member, the council or district advancement committee, a finance committee, etc., as determined by your council. Only one form is required per service project even if there will be multiple events, participants, or donors. It is not required to submit this form with your project proposal.

**This application is not necessary for contributions from the candidate, the candidate's parents or relatives, unit or its chartered organization, unit's parents or members, or the beneficiary. All proceeds left over from fundraising or donations, whether money, materials, supplies, etc., regardless of the source, go to the beneficiary. If the beneficiary is not allowed, for whatever reason, to retain any excess funds or materials, etc., the beneficiary should designate a suitable charity to receive them, or allow the unit to retain them. The unit must not influence this decision.*

If the standards below are met, your fundraising effort likely will be approved.

1. Eagle Scout service projects may not be fundraisers. In other words, the candidate may not stage an effort that primarily collects money, even if it is for a worthy charity. Fundraising is permitted only for securing materials, etc., and otherwise facilitating a project. Unless the effort involves contributions only from the beneficiary, the candidate, the candidate's parents or relatives, unit or its chartered organization, unit's parents or members, it must be approved by the local council. This is achieved by submitting the Eagle Scout Service Project Fundraising Application.
2. It must be clear to all donors or event participants that the money is being raised on behalf of the project beneficiary. Once collected, money raised must be turned over to the beneficiary or to the candidate's unit for deposit until needed for the project. If the unit receives the funds, it must release them to the beneficiary once expenses have been paid.
3. Any contracts must be signed by a responsible adult, acting as an individual, without reference to the Boy Scouts of America. The person who signs the contract is personally liable. Contracts must not and cannot bind the local council, the Boy Scouts of America, or the unit's chartered organization.
4. If something is to be sold, we want people to buy it because it is a quality product, not just because of an association with Scouting. Buyers or donors must be informed that the money will be used for an Eagle Scout service project to benefit the school, religious institution, or community chosen, and any funds left over will go to that beneficiary.
5. Any products sold, or fundraising activities conducted, must be in keeping with the ideals and principles of the BSA. For example, they must not include raffles or other games of chance.
6. Should any donors want documentation of a gift, this must be provided through the project beneficiary, not the Boy Scouts of America. If a donor or fundraising participant wants a receipt, this too, must be provided in the name of the beneficiary.
7. Youth are not normally permitted to solicit funds on behalf of other organizations. However, a local council may allow an exception for Eagle Scout service projects.
8. Local councils may determine that certain types of fundraisers such as bake sales and car washes do not require a fundraising application. Councils may also establish dollar thresholds, as well; for example, "Any effort expected to raise less than \$500 does not require an application."

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Eagle Scout Service Project Report



BOY SCOUTS OF AMERICA®

Eagle Scout candidate's full legal name Henry Marshall Snavelly

Eagle Scout Service Project Name Benches at Valley View Park

Project start date

Project completion date

This report is to be prepared after your service project has been concluded. It is not necessary to provide lengthy answers. Be prepared to discuss your project and this report at your board of review.

Project Execution:

Once planning was completed, when did the work begin?

When was it finished?

Project Description

Please provide a brief description of your project and the impact it will have.

Describe what you did after your proposal was approved to complete the planning of your project.

Observations

What went well?

What was challenging?

Changes

Many successful projects require changes from the original proposal. What significant changes did you make and why did you make them (be brief)?

Leadership

In what ways did you demonstrate leadership?

What was most difficult about being the leader?

What was most rewarding about being the leader?

What did you learn about leadership, or how were your leadership skills further developed?

Materials, Supplies, Tools, Other

Were there significant shortages or overages of materials, supplies, tools, and other? If so, what effect did this have?

Entering Service Project Data

The BSA collects information on the hours worked on Eagle Scout service projects* because it points to achievement of our citizenship aim. To assist with the data collection, please refer to your list of people who helped and the number of hours they worked. Then please provide the information requested below. Include hours spent doing planning under Total Hours Worked.

Be sure to include yourself, and the time spent on planning.

	Number of Workers	Total Hours Worked
The Eagle Scout Candidate - Planning Hours	1	
The Eagle Scout Candidate - Execution Hours	1	
Registered BSA youth members		
Other youth (brothers, sisters, friends, etc., who are not BSA members)		
Registered BSA adult Scouting volunteers and leaders		
Other adults (parents, grandparents, etc., who are not BSA members)		
Grand Total of Hours (enter here and on your Eagle Scout Rank Application)		

***There is no requirement for a minimum number of hours that must be worked on an Eagle Scout service project.**

If you have been told you must meet a minimum number of hours then you may lodge a complaint with your district or council. If you have given leadership to an otherwise worthy project and are turned down by your board of review solely because of a lack of hours, you should appeal the decision.

Funding Summary

Describe how you obtained money, materials, supplies, and other needs (including donations) for your project.

How much was collected?

How much was spent?

If your expenses exceeded funds available, explain why this happened, and how excess expenses were paid.

If you had money left over at the end of your project, did you turn it over to the project beneficiary? If "No," when will that be done, or if your beneficiary is not allowed to accept the left over funds, which charity will receive them?

How were the donors thanked?

Photos and Other Documentation

If you have them, submit photographs taken before, during and after project completion on a separate document. You may physically attach letters, maps, handouts, printed materials, or similar items that might be helpful to your board of review.

Caution: Using an Adobe or other PDF reader to insert a "signature" can cause this entire document's contents to be locked preventing future edits; make sure you save a copy if any signatures will be inserted digitally.

Candidate's Promise *Sign below before you seek the other approvals.*

On my honor, I was the leader of my Eagle Scout service project and executed it as reported here

Signature	Date

Approvals

In my opinion, this Eagle Scout service project meets Eagle Scout requirement 5, as stated on page 3 of this workbook.

Beneficiary name:		Unit leader name:	
Signature	Date	Signature	Date



Navigating the Eagle Scout Service Project

Information for Project Beneficiaries

Thank You and Congratulations

Congratulations on your selection as an Eagle Scout service project beneficiary, and thank you for the opportunity you are making available to an Eagle Scout candidate. Support from community organizations is important to Scouting—just as important as Scouting's contributions are to the community. Scouts provide important services, and benefiting organizations such as yours provides a vehicle for personal growth.

The Eagle Scout Rank and the Service Project

Service to others is an important part of the Scout Oath: "... to help other people at all times." Each year tens of thousands of Scouts strive to achieve the coveted Eagle Scout rank by applying character, citizenship, and Scouting values in their daily lives. One of the rank requirements is to plan, develop, and give leadership to others in a service project helpful to any religious institution, school, or community. Through this requirement, Scouts practice what they have learned and gain valuable project management and leadership experience.

Typical Projects

There are thousands of possible Eagle Scout projects. Some involve building things, and others do not. There have been all kinds: making birdhouses for an arboretum, conducting bicycle safety rodeos, constructing park picnic tables or benches, upgrading hiking trails, planting trees, conducting well-planned blood drives, and on and on. Other than the general limitations noted below, there are no specific requirements for project scope or for how many hours are worked, and there is no requirement that a project have lasting value. What is most important is the impact or benefit the project will provide to your organization. In choosing a project, remember it must be something a group with perhaps limited skills can accomplish under the leadership of your Eagle Scout candidate. In order to fulfill the requirement, the Scout must be the one to lead the project. Therefore, it is important that you work with the Scout and not with the Scout's parents or leaders.

Projects Restrictions and Limitations

- Fundraising is permitted only for facilitating a project. Efforts that primarily collect money, even for worthy charities, are not permitted.
- Routine labor, like a service Scouts may provide as part of their daily lives such as mowing or weeding a church lawn, is not normally appropriate. However, if project scale and impact are sufficient to require planning and leadership, then it may be considered.
- Projects are not to be of a commercial nature or for a business, though some aspects of a business operation provided as a service, such as a community park, may qualify.
- The Scout is not responsible for any maintenance of a project once it is completed.

Approving the Project Proposal and Project Scheduling

Once a potential project is identified, you must approve your Scout's proposal. Regular communications with the Scout can make this quick and easy, but be sure you have both discussed and considered all aspects of the project to ensure your Scout has a clear understanding of your expectations and limitations. Keep in mind the proposal is merely an overview—not a comprehensive project plan.

Some projects may take only a few weeks or months to plan and carry out, while others may take longer. Scouts working toward the Eagle rank are typically busy, so scheduling flexibility may be important. The proposal must also have several approvals, besides yours, before project planning occurs and work begins. Therefore, if a proposed project must be completed by a certain rapidly approaching date, it may be a good idea to consider something different. Remember, too, that all work must be completed before the Scout's 18th birthday.

Approving Project Plans

After the proposal is approved by the BSA local council, your Scout must develop a plan for implementing the project. Before work begins, you should ask to see the plan. It may come in any format you desire or are willing to accept. It could even be a detailed verbal description. That said, the BSA includes a "Project Plan" form in your Scout's Eagle Scout Service Project Workbook, and we recommend that you ask your Scout to use it. If in your plan review you have any concerns the project may run into trouble or not produce the results you want, do not hesitate to require improvements before work begins.

Permits, Permissions, and Authorizations

- If the project requires building permits, etc., your Scout needs to know about them for planning purposes. However, your organization must be responsible for all permitting. This is not a duty for the Scout.
- Your organization must sign any contracts.
- If digging is involved, it is your responsibility to locate, mark, and protect underground utilities as necessary.
- If you need approval from a committee, your organization's management, or a parent organization, etc., be sure to allow additional time and let the Scout know if their help is needed.

Funding the Project

Eagle service projects often require fundraising. Donations of any money, materials, or services must be pre-approved by the BSA unless provided by your organization; by the Scout, the Scout's parents, or relatives; or by the Scout's unit or its chartered organization. The Scout must make it clear to donors or fundraising event participants that the money is being raised on the project beneficiary's behalf, and that the beneficiary will retain any leftover funds. If receipts are needed, your organization must provide them. If your organization is not allowed to retain leftover funds, you should designate a charity to receive them or turn them over to your Scout's unit.

Supervision

To meet the requirement to "give leadership to others," your Scout must be given every opportunity to succeed independently without direct supervision. The Scout's troop must provide adults to assist or keep an eye on things, and your organization should also have someone available. The Scout, however, must provide the leadership necessary for project completion without adult interference.

Safety

Through the proposal and planning process, the Scout will identify potential hazards and risks and outline strategies to prevent and handle injuries or emergencies. Scouts as minors, however, cannot be held responsible for safety. Adults must accept this responsibility. Property owners, for example, are responsible for issues and hazards related to their property or employees and any other individuals or circumstances they would normally be responsible for controlling. If during project execution you have any concerns about health and safety, please share them with the Scout and the unit leaders so action may be taken. If necessary, you may stop work on the project until concerns are resolved.

Project Execution and Approval

After the project has been carried out, your Scout will ask for your approval on their project report. The report will be used in the final review of the Scout's qualifications for the Eagle Scout rank. If the Scout has met your reasonable expectations, you should approve the project; if not, you should ask for corrections. This is not the time, however, to request changes or additions beyond what was originally agreed.

The Eagle Scout service project is an accomplishment a Scout will always remember. Your reward will be a helpful project and, more important, the knowledge you have contributed to a young Scout's growth.

Navigating the Eagle Scout Service Project is available for download at <http://www.scouting.org/advancement>

Eagle Service Project Workbook - Revision Tracking

Version 2021a - Released 1/3/21

Version 2021b - Released 1/6/21

- Free text date fields length increased
- Scout name copied to footer on all pages
- Scout and project name copied across pages
- Scout name copied to fundraising application
- Made the Safety section much larger and added link to BSA Tool Safety web page
- Added an email address to the Council Service Center contact block

Version 2021c - Released 1/29/21

- Warnings about digital signatures locking the document have been added near all signature areas
- Candidate hour reporting split into separate planning and execution blocks*
- Page reference on Proposal Page H corrected
- Page reference on Fundraising Application Page A corrected
- Page reference on Project Report Page C corrected
- Formatting of all telephone fields removed to allow international phone numbers

Version 2021d - Released 11/1/21

- Fixed a gender-specific pronoun

Version 2022a - Released 12/16/2022

- Updated Risk Management section

Version 2023a - Released 2/5/2023

- Repaired Security Settings
- Repaired and improved formatting Eagle Name footer for very long names



REQUESTED ACTION STATEMENT

DATE: October 18, 2024

TO: Mayor
Common Council
Parks, Buildings and Grounds Commission

FROM: Josh Fabian – Supervisor Parks Department

ISSUE: Jesse Greeson – Maple Ridge Park Giant Adirondack Chair Eagle Scout Donation Agreement

REQUESTED:

Recommend to Common Council to approve a donation agreement between the Boy Scouts of America and the City of New Berlin for an Eagle Scout Project by Jesse Greeson to build and provide an oversized Adirondack chair as an engaging amenity at Maple Ridge Park.

FISCAL IMPACT:

None

RATIONALE:

Maple Ridge Park is seeing diminished usage than other parks around the city. Recently, the shelter has been updated with roof work, and there are plans for an updated playground. This amenity could convey more attention and activity to the park. The donation by this Eagle Scout provides value to the City, community, and to the Scout.

DONATION AGREEMENT

This Donation Agreement is made and entered into by and between the BOY SCOUTS OF AMERICA, POTAWATOMI COUNCIL, located at 804 Bluemound Road, Waukesha, Wisconsin, 53188, and GLEN T. KENNEY and SUSAN D. KENNEY, whose place of residence is 13445 West Armour Avenue, New Berlin, Wisconsin, 53151, and who are the legal guardians of JESSE GREESON, who is a member of Boy Scout Troop No. 38 (hereinafter collectively referred to as the “Donor”) and the CITY OF NEW BERLIN, a Wisconsin municipal corporation (hereinafter referred to as the “City”) with its principal office at 3805 South Casper Drive, New Berlin, Wisconsin, 53151.

WHEREAS, the Donor is an Eagle Scout candidate with the Boy Scouts of America Potawatomi Council Troop No. 38; and

WHEREAS, the Donor is desirous of conducting his Eagle Scout project at Maple Ridge Park in the City of New Berlin; the project would include the construction and installation of an oversize Adirondack chair at a location in the park to be determined by City Staff; and

WHEREAS, the intent of the project is to allow park visitors to play on the oversized Adirondack chair and will also add something unique to the park; and

WHEREAS, the donation will be constructed by the Donor, along with members of Troop No. 38, their families and friends; and

WHEREAS, it is anticipated the work would be performed between September 1, 2024 and October 31, 2024; the Donor will supply the posts, paint, screws and other supplies to perform the work, which work will be performed by the volunteers noted above; and

WHEREAS, the City is desirous of accepting the donation of the Donor.

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. The City consents to the Donor, its contractors, subcontractors, agents, employees, volunteers and/or assigns to enter into Maple Ridge Park and to provide the services set forth in the attached Exhibit A.

2. Donor agrees to provide (or has already provided) the City with evidence acceptable to the City that the Donor carries public liability insurance, with limits acceptable to the City, which policies would name the City as an Additional Insured on a primary and non-contributory basis.

3. Donor further agrees to indemnify the City and to hold it harmless as and against claims, demands, actions or causes of actions, including actual attorney fees, arising from the performance of the services provided for in Exhibits A, including, but not limited to, claims for property damage and personal injury that may arise during the course of the construction of the improvements provided for in Exhibit A.

4. The parties agree that the services being provided hereunder will be provided at the expense of the Donor and not the City.

5. Donor agrees to obtain permission from the City as to the specifics of the construction and donation, and to perform said construction and services in accordance with that direction.

6. Donor agrees that the volunteers participating in the project will be required to sign a City of New Berlin Volunteer Waiver Form for any work being provided on city property, and the appropriately executed Waiver Form will be provided to the City prior to the commencement of the work.

7. Donor agrees to appropriately guard the worksite to prevent injury to any persons that may be in the vicinity of those portions of Maple Ridgew Park when the services are being performed.

8. Donor agrees that in performing the services under this Agreement, the Donor its contractors, subcontractors, agents, employees and/or assigns shall comply with any applicable State Statutes, Administrative Code provisions or City Ordinances which may be applicable to their activities.

9. Upon the completion of the work related to the services outlined in Exhibit A, the improvements shall become the sole property of the City of New Berlin.

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

11. This Agreement represents the complete understanding of the parties with respect to the subject matter set forth herein and may only be amended by a subsequent agreement executed by both parties.

Dated: _____

Dated: _____

DONOR:
BOY SCOUTS OF AMERICA
POTOWATOMI COUNCIL

CITY:
CITY OF NEW BERLIN

By: _____

By: _____
David Ament, Mayor

DONOR:

DONOR:

Glen T. Kenney
Legal Guardian of Jesse Greeson

Susan D. Kenney
Legal Guardian of Jesse Greeson

GIANT-SIZE

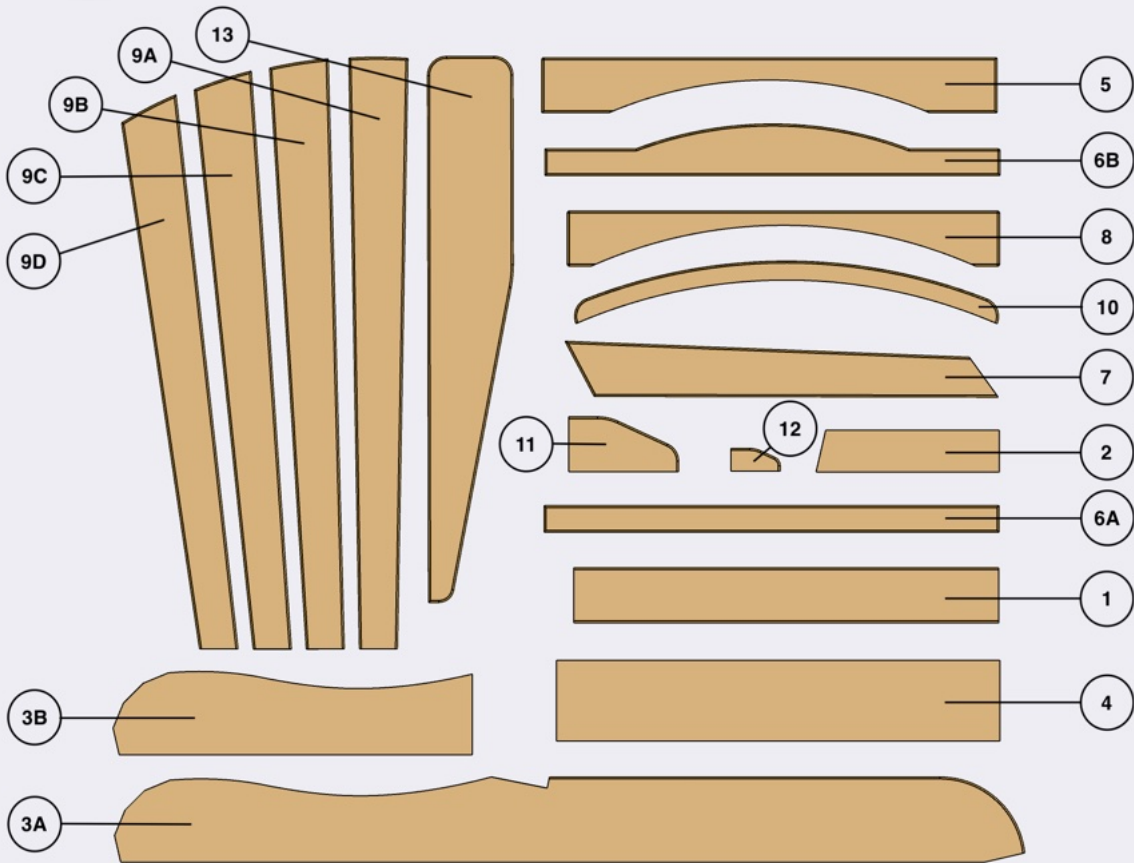
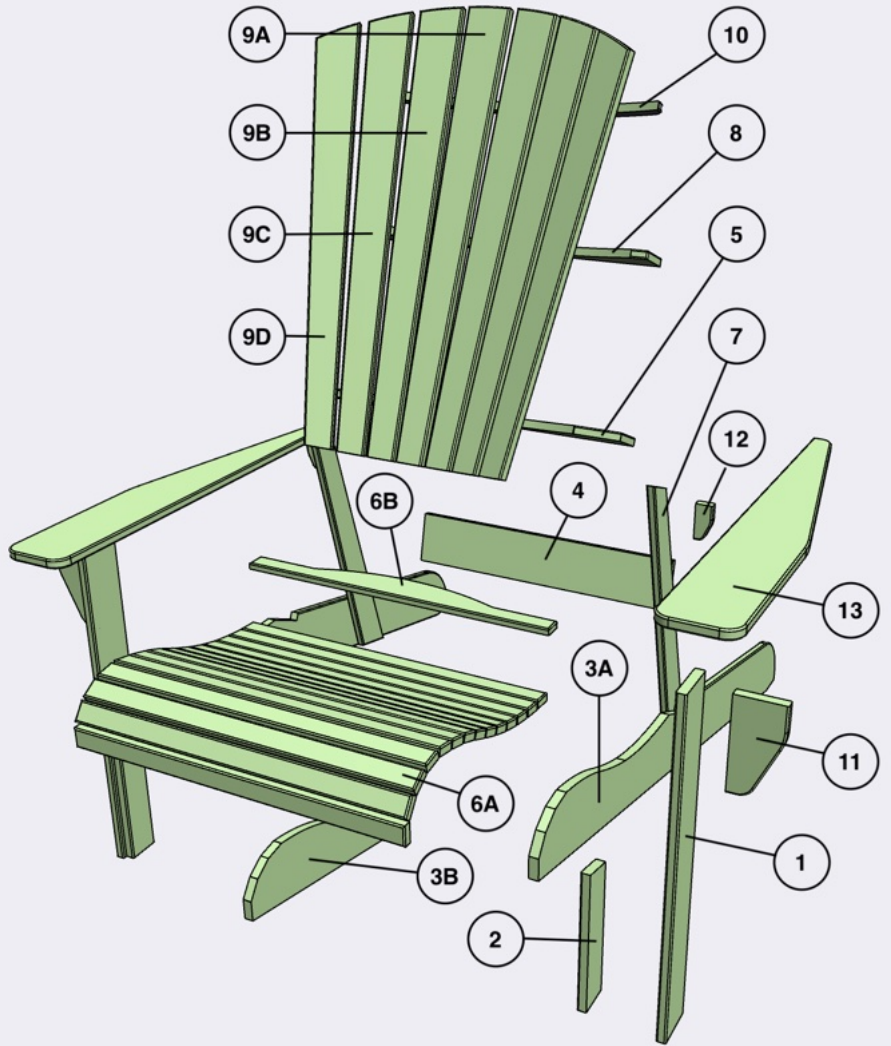
Adirondack Chair Plan

OVER 8' TALL

ISLAND
CROWN



- Detailed Assembly Drawings
- Complete Material & Hardware List
- Step-By-Step Build Instructions

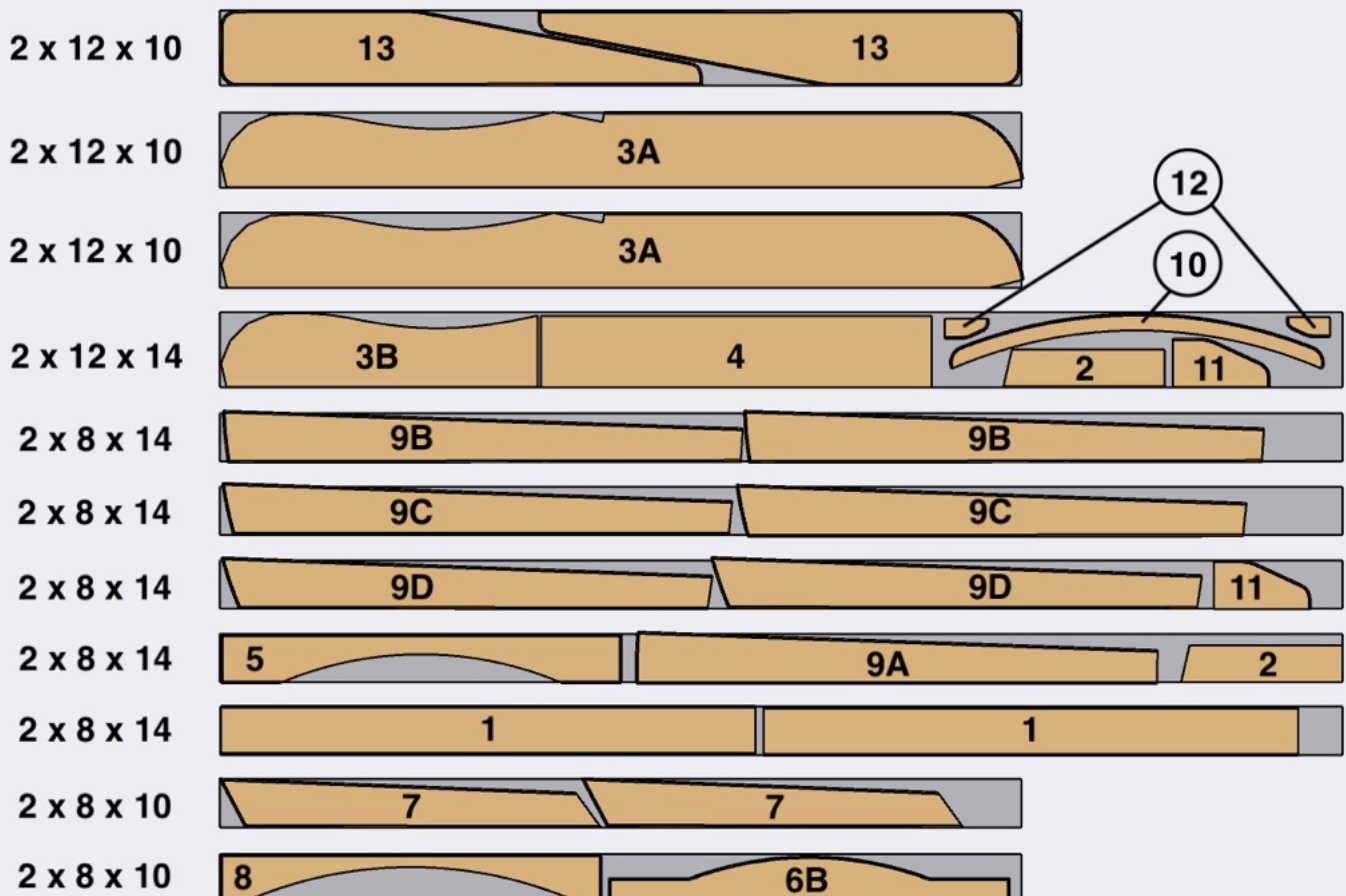


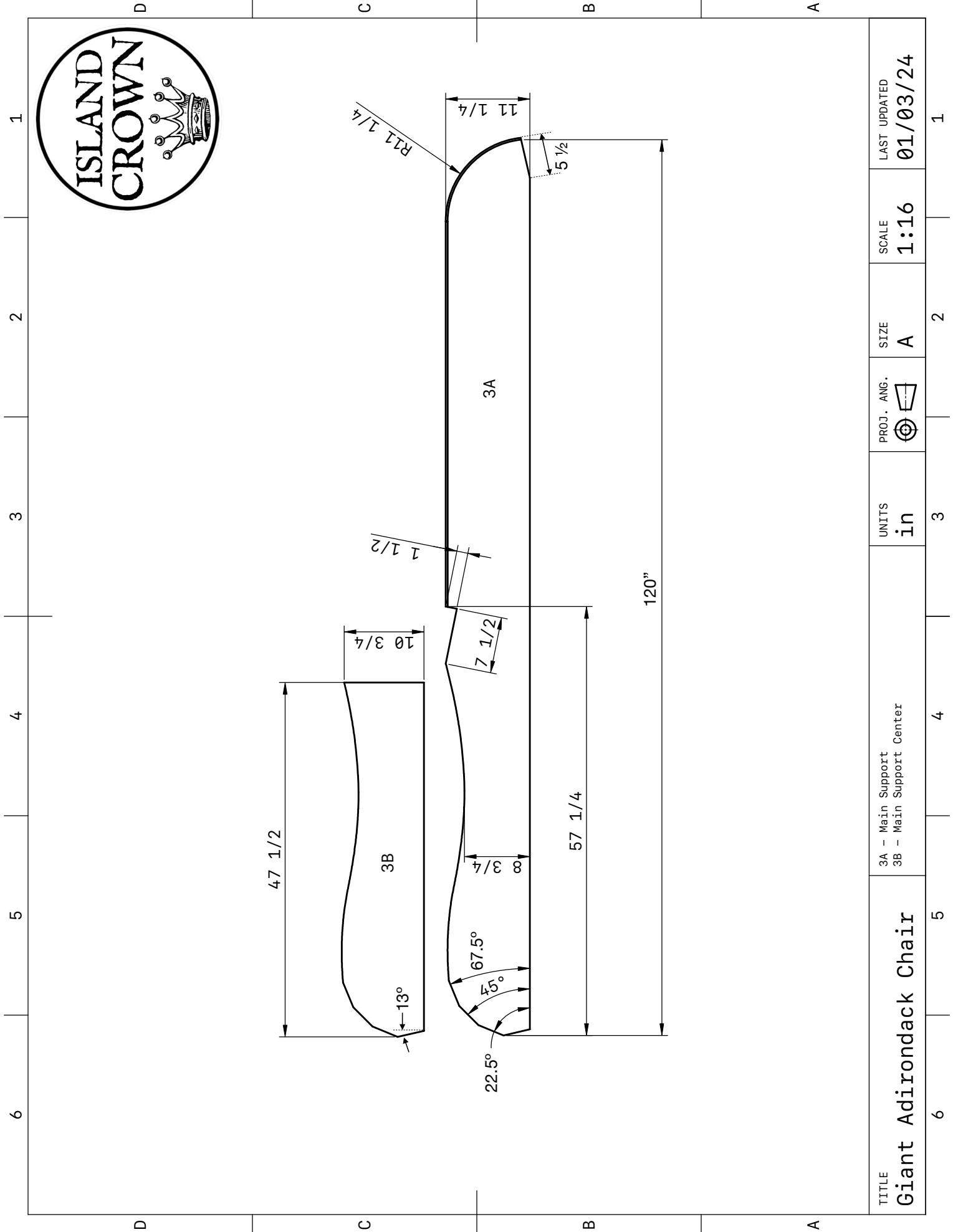
Bill of Materials ~ Giant Adirondack Chair

Components	Actual Dimensions	Qty
1 Front Leg	1 1/2" x 7 1/4" x 80" (24" buried)	2
2 Seat Support	1 1/2" x 5 1/2" x 24"	2
3A Main Support	1 1/2" x 11 1/4" x 120"	2
3B Main Support - Center	1 1/2" x 11 1/4" x 48"	1
4 Main Support Stretcher	1 1/2" x 10 1/2" x 57"	1
5 Lower Back Stretcher	1 1/2" x 7 1/4" x 60"	1
6A Seat Slat	1 1/2" x 3 1/2" x 60"	14
6B Rear Seat Slat	1 1/2" x 7 1/4" x 60"	1
7 Rear Support	1 1/2" x 7 1/4" x 57"	2
8 Middle Back Stretcher	1 1/2" x 7 1/4" x 57"	1
9 Back Slat (A-D)	1 1/2" x 7 1/4" x 78"	7
10 Upper Back Stretcher	1 1/2" x 7 1/4" x 55"	1
11 Front Armrest Support	1 1/2" x 7 1/4" x 14 1/2"	2
12 Rear Armrest Support	1 1/2" x 3" x 6 1/2"	2
13 Armrest	1 1/2" x 11 1/4" x 72"	2

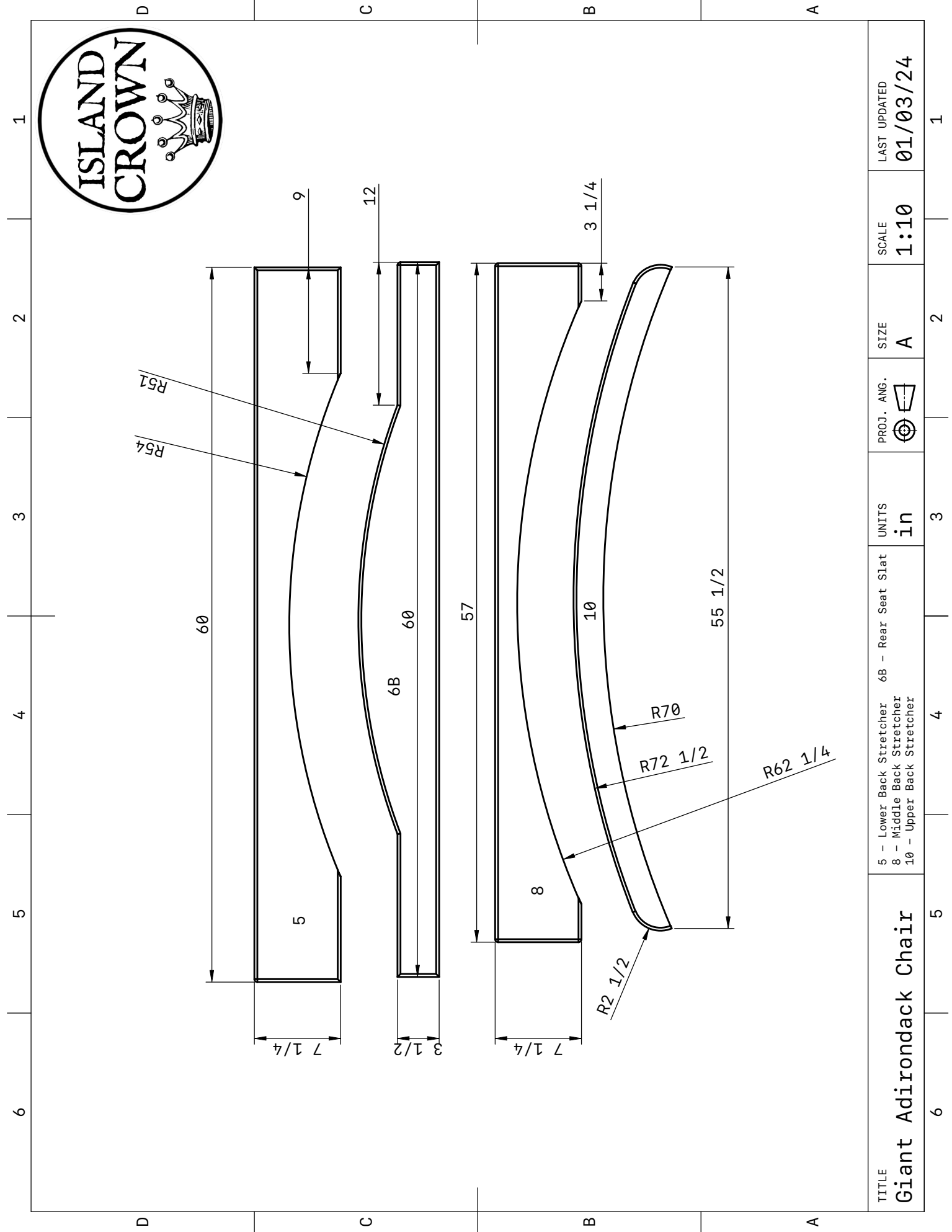
Material List	Actual Dimensions	Qty
2 x 12 x 14	1 1/2" x 11 1/4" x 168"	1
2 x 12 x 10	1 1/2" x 11 1/4" x 120"	3
2 x 8 x 14	1 1/2" x 7 1/4" x 168"	5
2 x 8 x 10	1 1/2" x 7 1/4" x 120"	2
2 x 4 x 10	1 1/2" x 3 1/2" x 120"	7

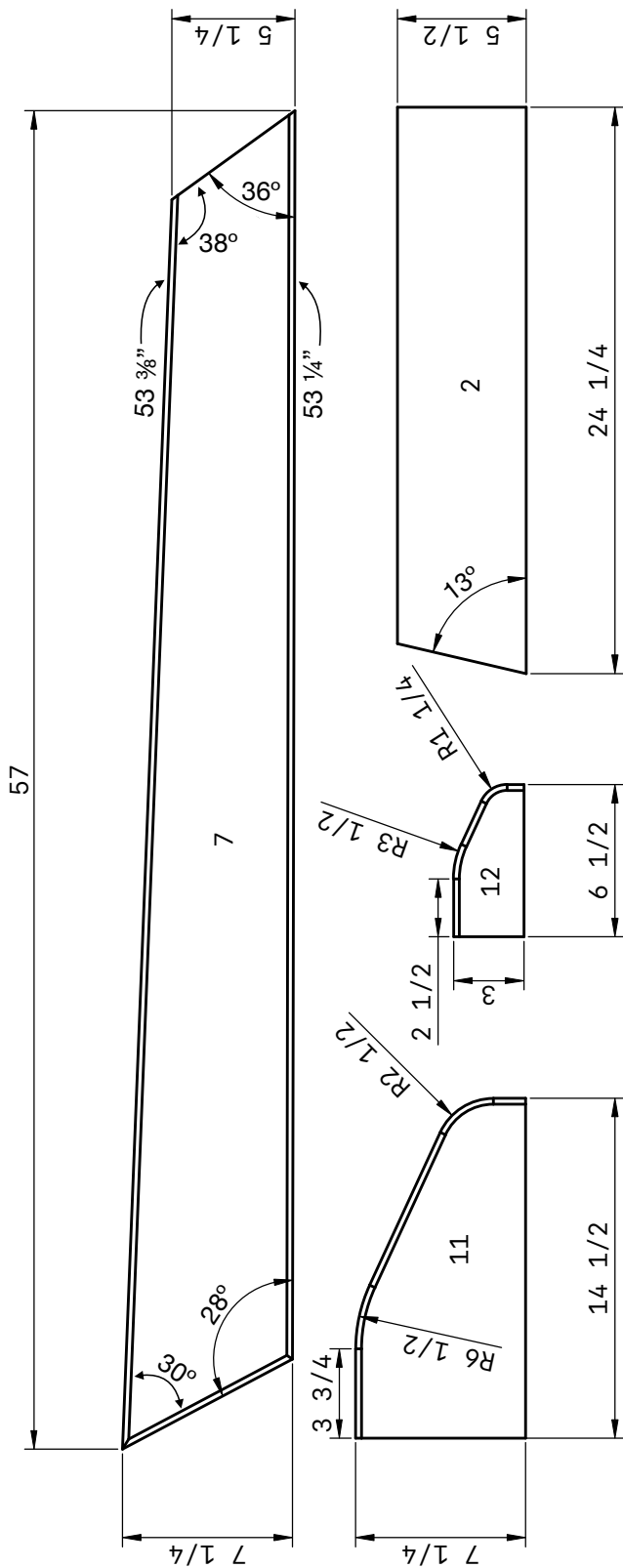
Fasteners	Qty
#10 x 2 1/2" Flat Head Screw	50
#10 x 3" Flat Head Screw	175
#10 x 4" Flat Head Screw	10





TITLE	3A - Main Support 3B - Main Support Center	UNITS	PROJ. ANG.	SIZE	SCALE	LAST UPDATED
Giant Adirondack Chair		in		A	1:16	01/03/24





TITLE		7 - Rear Support 2 - Seat Support 11 - Front Armrest Support 12 - Rear Armrest Support			UNITS	PROJ. ANG.	SIZE	SCALE	LAST UPDATED
Giant Adirondack Chair					in		A	1:8	01/03/24

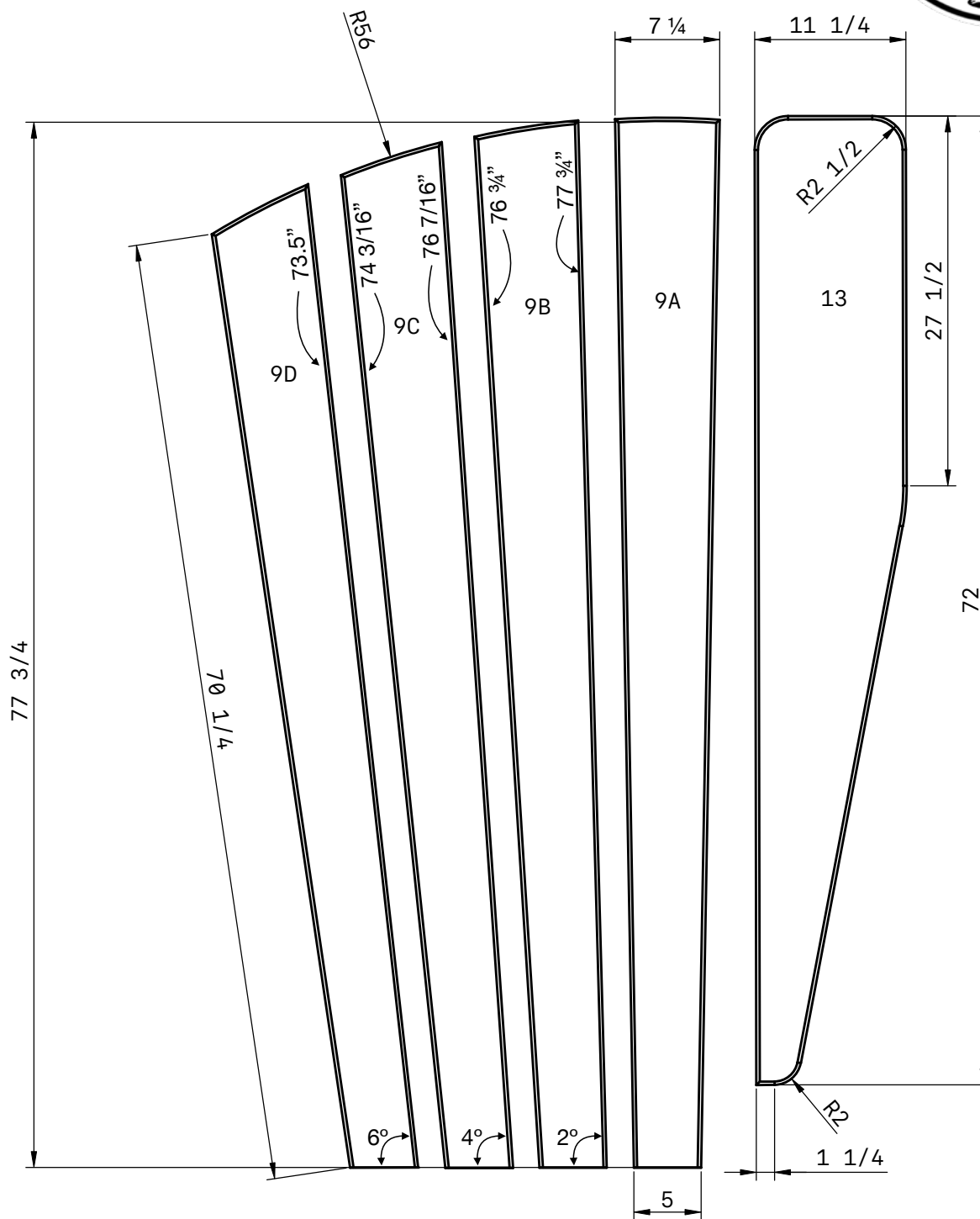
4

3

2

1

9A-D - Back Slats
13 - Armrest



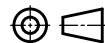
TITLE

Giant Adirondack Chair

UNITS

in

PROJ. ANG.



SIZE

A

SCALE

1:12

LAST UPDATED

01/03/24

4

3

2

1

Chair Location & Placement



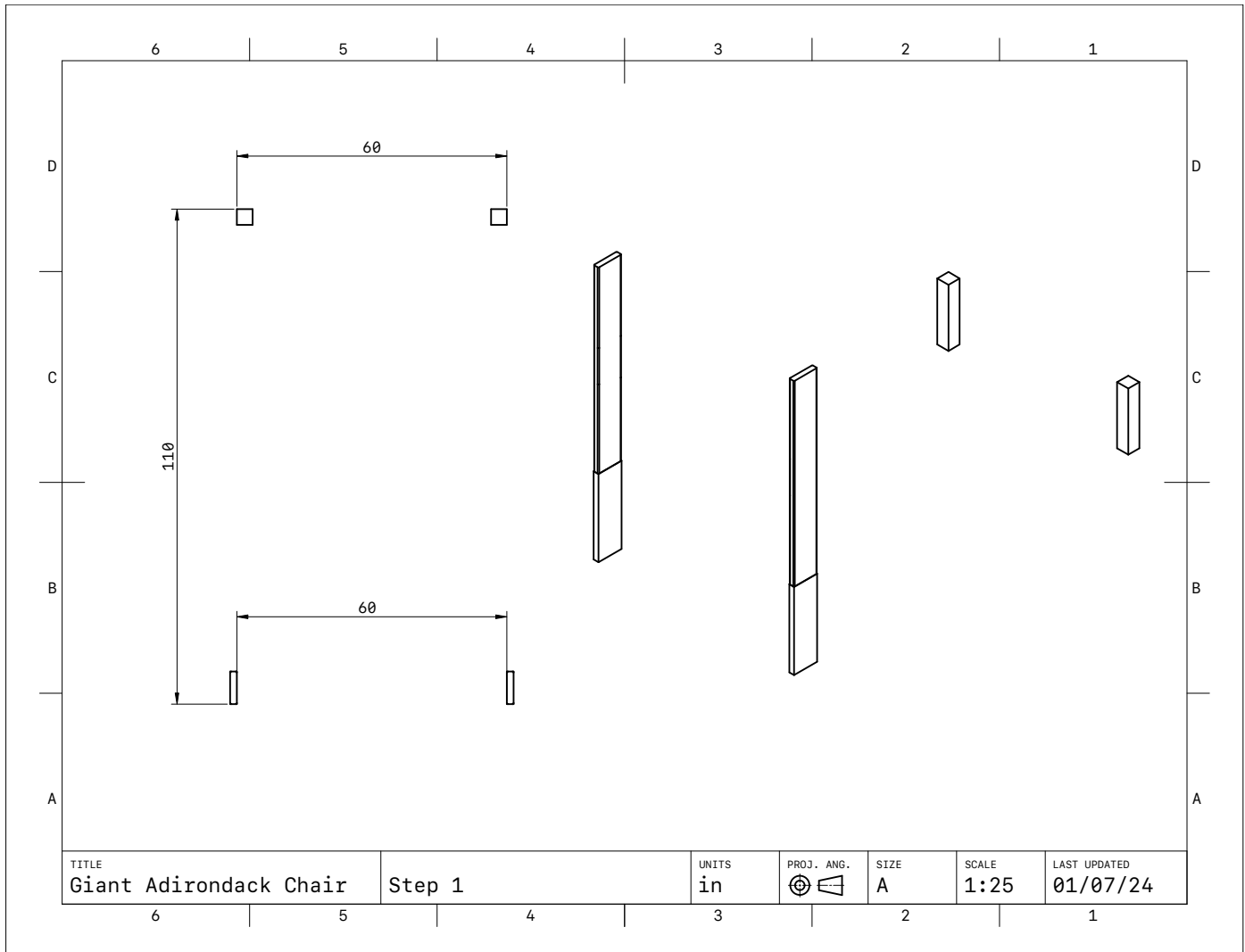
- Determine the location where your chair will be constructed. The footprint of your chair will be a 60" (wide) x 110" (deep) rectangle.
- With a measuring tape and string, or a straight edge, mark four corners of this rectangle on the ground.
- Verify that your rectangle is square by measuring diagonally in each direction until the measurements are the same while maintaining original dimensions.

Chair Assembly

Step 1

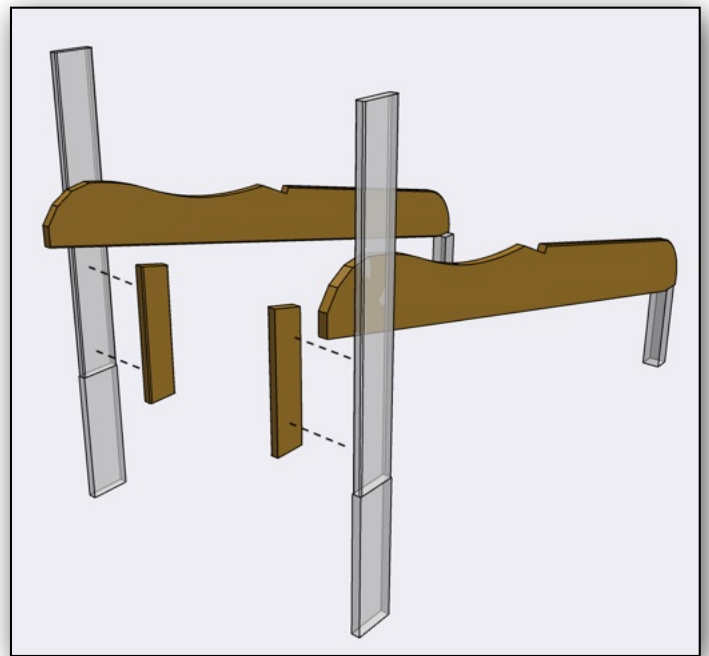
NOTE: Rear Foundation Block could be optional, based on the ground conditions at your location. I am working with sandy soil, so I opted for the block.

- After determining location of your chair, dig a 24" deep hole at the front two corners of your rectangle large enough to accommodate each **Front Leg (1)**, ensuring that there is 60" between them. There should be at least 58" of the leg remaining vertically above the ground surface.
- Be sure that the legs are plumb in all directions, parallel with each other and faces of legs are in line with the other two points of your footprint rectangle.
- At the opposite two corners of the rectangle, dig holes 18" deep and place a **Rear Foundation Block (14)** into each hole, maintaining 60" distance across the outside of the blocks and 110" from outside of Front Legs to the outside of the Blocks.
- Pour concrete (or backfill) around the Front Legs and Blocks, keeping them plumb as you work.
- After the concrete has cured, using a 6ft level, mark the Rear Foundation Blocks on a horizontal line near the ground surface. Using a reciprocating saw, cut the line on each Block. This is where the rear of the Main Supports will be placed.



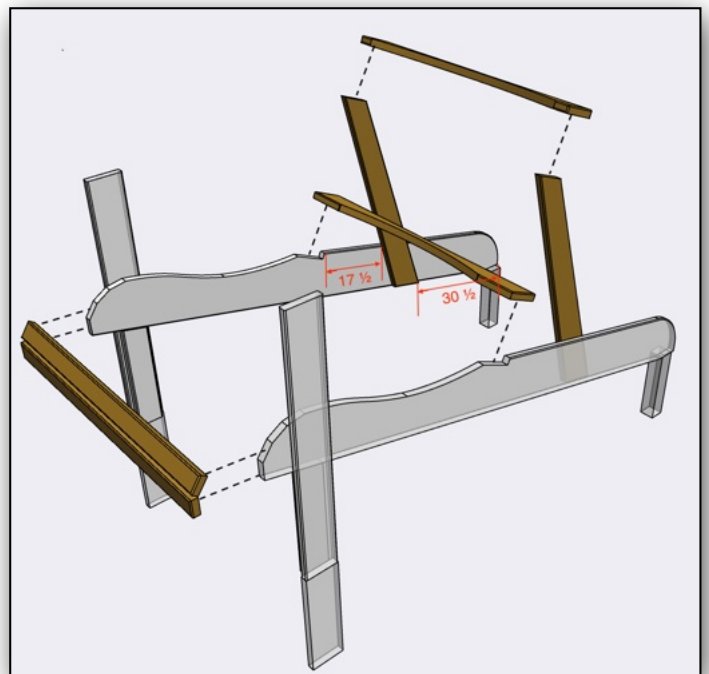
Step 2

- a) Install a **Seat Support (2)** on the inside of each Front Leg using 4 – 2 ½” screws from the inside, ensuring Supports are in the correct orientation and top front edge of each Support is level with the other.
- b) Place one **Main Support (3A)** onto Rear Foundation Block and on Seat Support, on the inside of Front Leg and temporarily clamp in place. Place the other Main Support in position and verify that the two Supports extend beyond the Front Legs the same distance. This distance should be about 6”.
- c) When the Main Supports are at the same position in relation to the Front Legs AND each safely sitting on top of the Rear Foundation Blocks, they can be fastened in place using 4 – 2 ½” screws from the inside into each Leg. They can also be “toe-nailed” into the Rear Foundation Blocks.



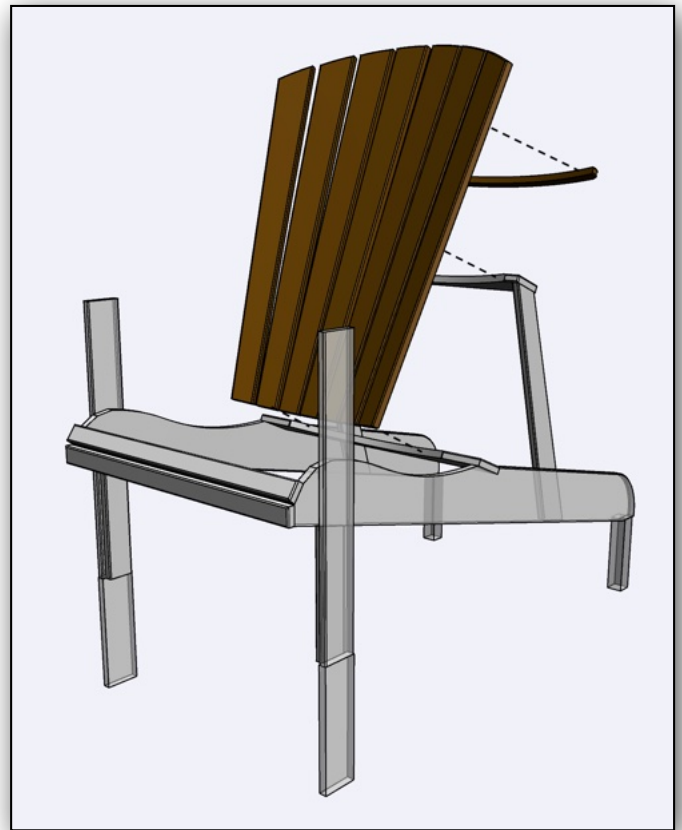
Step 3

- a) Install one **Seat Slat (6A)** to the front face of each Main Support, flush with the bottom of each and flush on the sides, using 2 – 3” screws at each end. Ensure that the Seat Slat is level.
- b) Install a second **Seat Slat** directly above the first one, keeping the reveal consistent across the board.
- c) Install the **Lower Back Stretcher (5)** in the notches of the Main Supports using 2 – 3” screws at each end, keeping the outer edge of the Stretcher flush with the sides of the Main Supports.
- d) Install one **Rear Support (7)** with 2 – 2 ½” screws from the inside, into the Main Supports, based on dimensions provided on drawings.
- e) Install second Rear Support to match the first one, keeping an eye on the two and making sure they are in line with each other. It may help to drive one screw, then temporarily clamp in place while walking around to get a complete view. If all looks well, install another screw at this time.
- f) Using a 6ft ladder from the rear, install **Middle Back Stretcher (8)** with 2 – 3” screws at each end, into Rear Supports keeping stretcher flush with sides and rear of supports.
- g) Locate and mark the center of the arch in the Lower Back Stretcher and Middle Back Stretcher. From those center marks, mark 3” in each direction leaving two marks 6” apart, centered on the face of the arch.



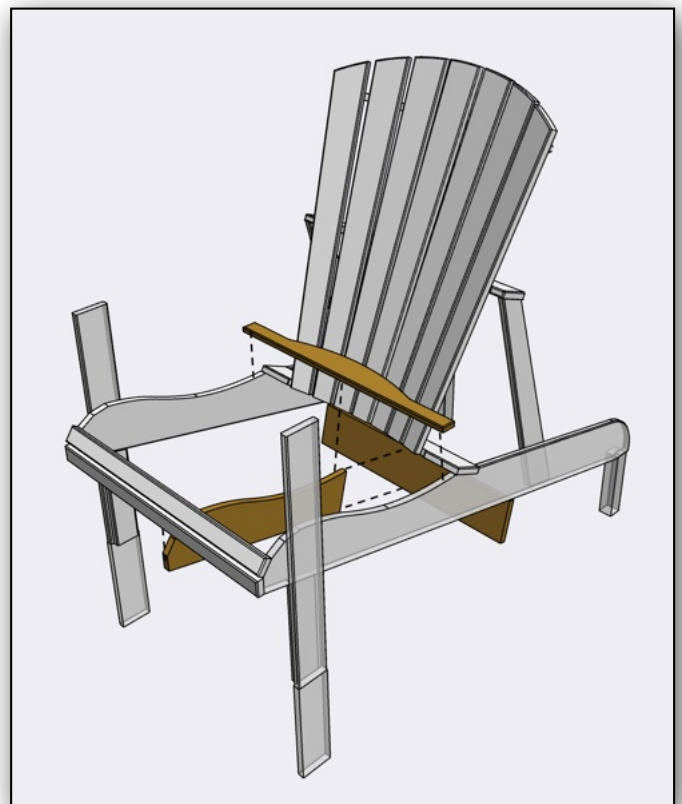
Step 4

- a) Clamp a scrap 2x4 or 2x6 under the Lower Back Stretcher in a position to temporarily support the Back Slats as they are placed into position.
- b) Place **Back Slat (9A)** vertically in the center of Lower Back Stretcher, resting on top of the temporary block clamped into position and against the Middle Back Stretcher. Center Back Slat between the marks placed 6" apart on each stretcher and install 2 – 3" screws through the Back Slat into each stretcher.
- c) Install **Back Slats (9B, 9C, 9D)** on one side in a similar way towards the outside of the arch. Space Back Slats evenly across the bottom. Spacing between Back Slats across the bottom should be approximately $\frac{3}{4}$ ".
- d) Against the Middle Back Stretcher, space the Back Slats so that they maintain similar spacing and will also accommodate the Upper Back Stretcher, without being too wide, or narrow.
- e) Install additional **Back Slats (9B, 9C, 9D)** on the opposite side in the same fashion.
- f) Tack each Back Slat with one screw at bottom at one in the middle until all Back Slats are in position.
- g) On the back side of the Back Slats, measure up 24" from the Middle Back Stretcher and make a mark on the center of Back Slat (9A).
- h) Mark the center of the arch on **Upper Back Stretcher (10)** and place it against Back Slat (9A) at the 24" mark. Clamp it in place and ensure it is level and centered on all Back Slats. If any adjustments are needed, make them at this time, then install with 2 – 3" screws from the front of each Back Slat into the Upper Back Stretcher.
- i) If any adjustments are needed to the Rear Supports, make them at this time, then install an additional 2 - 2 $\frac{1}{2}$ " screws into Main Supports.



Step 5a

- a) Position **Rear Seat Slat (6B)** onto Main Supports and against Seat Slats, leaving a gap of $\frac{1}{2}$ " – $\frac{3}{4}$ ". Install using 2 – 3" screws at each end.
- b) Locate and mark the center of forward and Rear Seat Slats.
- c) Install **Main Support – Center (3B)** with 2 – 3" screws through each Seat Slat on those center marks starting with the first Seat Slat installed and keeping bottom of Seat Slat flush with bottom of Main Support – Center. Then fasten to the Rear Seat Slat using the same methods.
- d) Install **Main Support Stretcher (4)** using 4 – 3" screws through the Stretcher into the Main Support – Center. Square Stretcher up on the sides and fasten to Main Supports using these same methods, installing screws from the outside, into the Stretcher.



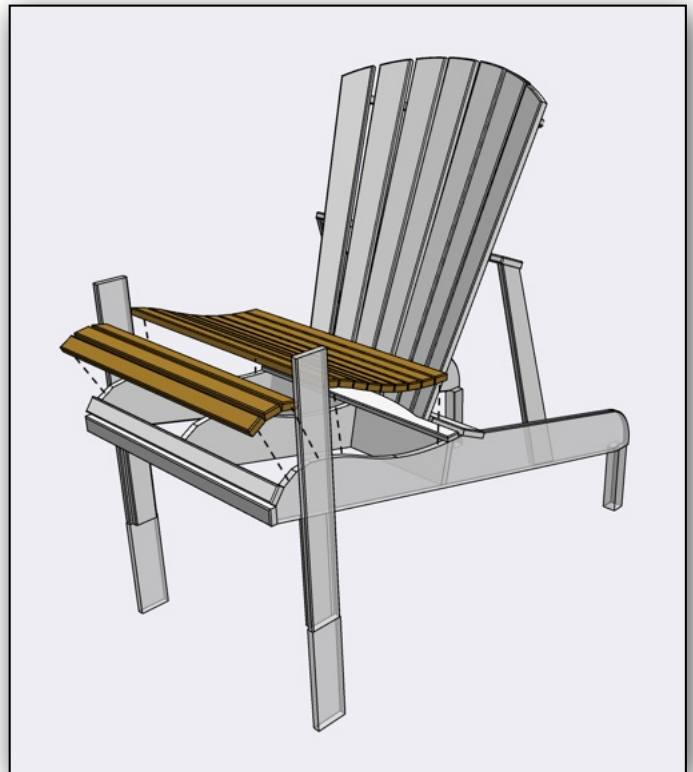
Step 5b

- a) Install three additional **Seat Slats**, starting from the front, into the flat faces of the Main Supports.
- b) Install remaining nine **Seat Slats**, maintaining equal spacing between all slats, with 2 – 3” screws into each Main Support at all locations.

Step 6

- a) On one Front Leg, Make a mark at 56” above the ground. From that mark, level across to the other Front Leg and make another mark. From each of these marks, level back to the Rear Supports and make a mark on each of them. If there are no discrepancies with these marks, cross-cut the Front Legs at this mark.
- b) Install a **Front Armrest Support (11)** to the outside of each Front Leg, flush with the top of the leg and centered on the leg. Secure with 2 – 4” screws from the inside of the Front Legs.
- c) At the marks on the Rear Supports, install each **Rear Armrest Support (12)** vertically and below the pencil mark using 2 – 3” screws from the inside of the Rear Supports.
- d) Place an **Armrest (13)** into position on one side, resting on top of Front Leg & Front Armrest Support and Rear Armrest Support. Align the rear of the Armrest flush with the rear of Rear Support & Middle Back Stretcher.
- e) Keeping the inside edge of Armrest 1½” from Front Leg, secure Armrest to Front Leg with 2 – 4” screws and an additional 4” screw into Front Armrest Support.
- f) Install 2 – 3” screws through Armrest into Rear Armrest Support and 1 – 4” screw through Rear Support into Armrest from the inside.
- g) Repeat these steps for additional Armrest, while ensuring that the Armrest is forward of the Front Leg the same distance as the first Armrest.

NOTE: If additional support is needed for the Armrests, a 2x4 could be placed underneath, along the length of the Armrest, from the outside of the Rear Support to the inside of the Front Legs, with a 45° bevel in the front, tapering away from the Front Leg.



Shown with stairs and 2x4 support under armrests



ISLAND CROWN



REQUESTED ACTION STATEMENT

TO: Mayor
Common Council
Parks, Buildings & Grounds Commission

FROM: Kristen Hogan, Principal Planner

DATE: November 19, 2024

ISSUE: Discussion and possible action to recommend to Common Council approval of the donation agreement with the New Berlin Pumas for an electronic scoreboard at Buena Park.

REQUESTED: Recommend to Common Council approval of the donation agreement with the New Berlin Pumas for an electronic scoreboard at Buena Park.

FISCAL IMPACT: The City will be responsible for the maintenance of the scoreboard after installation. Users will be responsible for providing power to the scoreboard.

RATIONALE: This donation will serve the City by providing a new scoreboard for users of the ball diamond.

DONATION AGREEMENT

This Agreement is made and entered into by and between the CITY OF NEW BERLIN, a Wisconsin municipal corporation, with its principal office and place of business located at 3805 South Casper Drive, New Berlin, Wisconsin, 53151 (hereinafter referred to as the “City”) and the NEW BERLIN PUMAS SELECT BASEBALL CORPORATION, a Wisconsin non-stock corporation, duly organized and validly existing under the laws of the State of Wisconsin, with its principal office located at 15395 West Kingsway Drive, New Berlin, Wisconsin, 53151 (hereinafter referred to as the “Pumas”).

WHEREAS, the Pumas is desirous of donating an 8’ x 4’ baseball scoreboard with 15” LED digits as described in the quotation from Varsity Scoreboard, which is attached hereto and marked as Exhibit A. The scoreboard will be erected at Buena Park in the City of New Berlin, Waukesha County, Wisconsin, the specific location is identified in the attached map (Exhibit B), which will replace the existing scoreboard at this location; and

WHEREAS, the scoreboard will be a low light scoreboard with no sound, which is only to be utilized during games as authorized by the City of New Berlin Recreation Department; and

WHEREAS, the power source for the scoreboard is to be provided by the Pumas through the use of a portable electric generator to be installed and maintained by the Pumas; and

WHEREAS, the Pumas are desirous of donating said scoreboard to the City; and

WHEREAS, the Pumas are desirous of donating the cost of the scoreboard and its installation, and shall be fully responsible for said purchase and installation as provided for in the quotation (Exhibit A); and

WHEREAS, the scoreboard will be located as identified on Exhibit B at the existing sign location at said baseball field in Buena Park; and

WHEREAS, the Pumas agree to pay for the cost of the removal of the existing scoreboard and the placement of the new scoreboard at that location; and

WHEREAS, the City is desirous of accepting the donation of the scoreboard from the Pumas.

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. The City consents to the Pumas and its contractors, subcontractors, agents, employees and/or assigns to enter into Buena Park and to provide the services set forth in the attached Exhibit A.

2. The Pumas agree to provide the City with evidence acceptable to the City that their contractors, and anyone providing services related to the installation of the scoreboard, maintain adequate public liability insurance, workers compensation insurance and automobile insurance with limits acceptable to the City. The public liability insurance shall list the City of New Berlin as an Additional Insured on a primary and non-contributory basis for public liability purposes.

3. The Pumas agree to indemnify and hold harmless the City, its employees, elected representatives, agents and assigns (the Indemnified Parties)as and against any and all claims, actions, demands, causes of action, including actual attorney fees incurred by the City or brought against it, arising from the Pumas performance of this Agreement and the installation of the scoreboard at Buena Park. This indemnity shall not cover liability arising from the sole negligence of the Indemnified Parties.

4. The parties agree the services provided hereunder shall be solely at the expense of the Pumas and not the City.

5. At the conclusion of the construction, the Pumas agree to provide the City with a full unconditional Lien Waiver evidencing the payment of all costs and expenses for materials and labor related to the purchase and installation of the scoreboard.

6. The Pumas agree their contractors shall follow the manufacturer's use and instruction for all products utilized in the performance of the services for the purchase and installation of the scoreboard. The Pumas, as well as any contractors/subcontractors which they may retain shall appropriately guard the worksite to prevent injury to any persons that may be in vicinity of those portions of Buena Park where the services are being performed. The Pumas agree to coordinate the City of New Berlin Recreation Department and Public Works Staff as to the dates and times of the installation of the scoreboard.

7. The Pumas agree that in performing the services under this Agreement, their contractors/subcontractors, agents, employees and/or assigns shall comply with any applicable State Statutes, Administrative Code provisions or City of New Berlin Ordinances which may be applicable to their activities.

8. The Pumas agree that upon the installation of the scoreboard, said scoreboard shall become the property of the City of New Berlin.

9. The Pumas agree that in operating the scoreboard, it will ensure the generator being used is appropriately grounded and the cords providing electric service to the scoreboard will be of sufficient gauge for the current being provided to the sign and said cord/generator will be guarded and protected from passersby who may be in the vicinity of the cord/generator during the operation of the scoreboard.

10. The Pumas agree to hold harmless the City as and against any and all claims, demands, actions, causes of actions, costs, expenses, including actual attorney fees, arising from the use of the generator in providing power for the scoreboard. The Pumas further agree to maintain public liability coverage to ensure their activities in operating the generator and the

scoreboard. Said coverage shall provide for limits acceptable to the City and will list the City as an additional insured on a primary and noncontributory basis. Said coverage shall be maintained for so long as the Pumas operate the generator and scoreboard at Buena Park.

11. This Agreement shall be governed and construed in accordance with laws of the State of Wisconsin and represents the complete understanding of the parties with respect to the subject matter set forth herein and may only be amended in a subsequent agreement executed by both parties.

12. This Agreement shall become effective on the date of the last party executes the same. Each party warrants and represents to the other it has received the authority of its governing body to permit the individual signing the Agreement to do so on its behalf.

Dated: _____

CITY:
City of New Berlin

By: _____
David Ament, Mayor

By: _____
Rubina Medina, Clerk

Dated: _____

PUMAS:
New Berlin Pumas
Select Baseball Corporation

By: _____

By: _____

Toll-Free: 1-800-323-7745
varsityscoreboards.com

BILL TO:

Jerrod Dulmesjerrod.dulmes@optimumcrush.com14142483330
Optimum Crush, Inc.16211 W. Lincoln Ave New Berlin, WI 53151

SHIP TO:

DETAILS

Quote Number: 11599036757**Prepared By:** Charlene Knight**PO Number:** Created
On: October 22, 2024

PART #	DESCRIPTION	QTY.
3314-22	8' x 4' BASEBALL SCOREBOARD • 15" LED digits with Protective Shields • Home/Guest score up to 99, Innings up to 9 • 2" Round - Ball, Strike, Out Indicators • Galvanized steel cabinet with powder coat finish • Wireless remote control with internal rechargeable battery • 5 - Year Limited Warranty	1
SP8X21-OD	8' Outdoor School/Sponsor Panel	2

NOTES

Quote valid for 30 days. Installation and electrical work not included. Visa, Mastercard, American Express, personal checks, and ACH Check Forms accepted for your convenience.

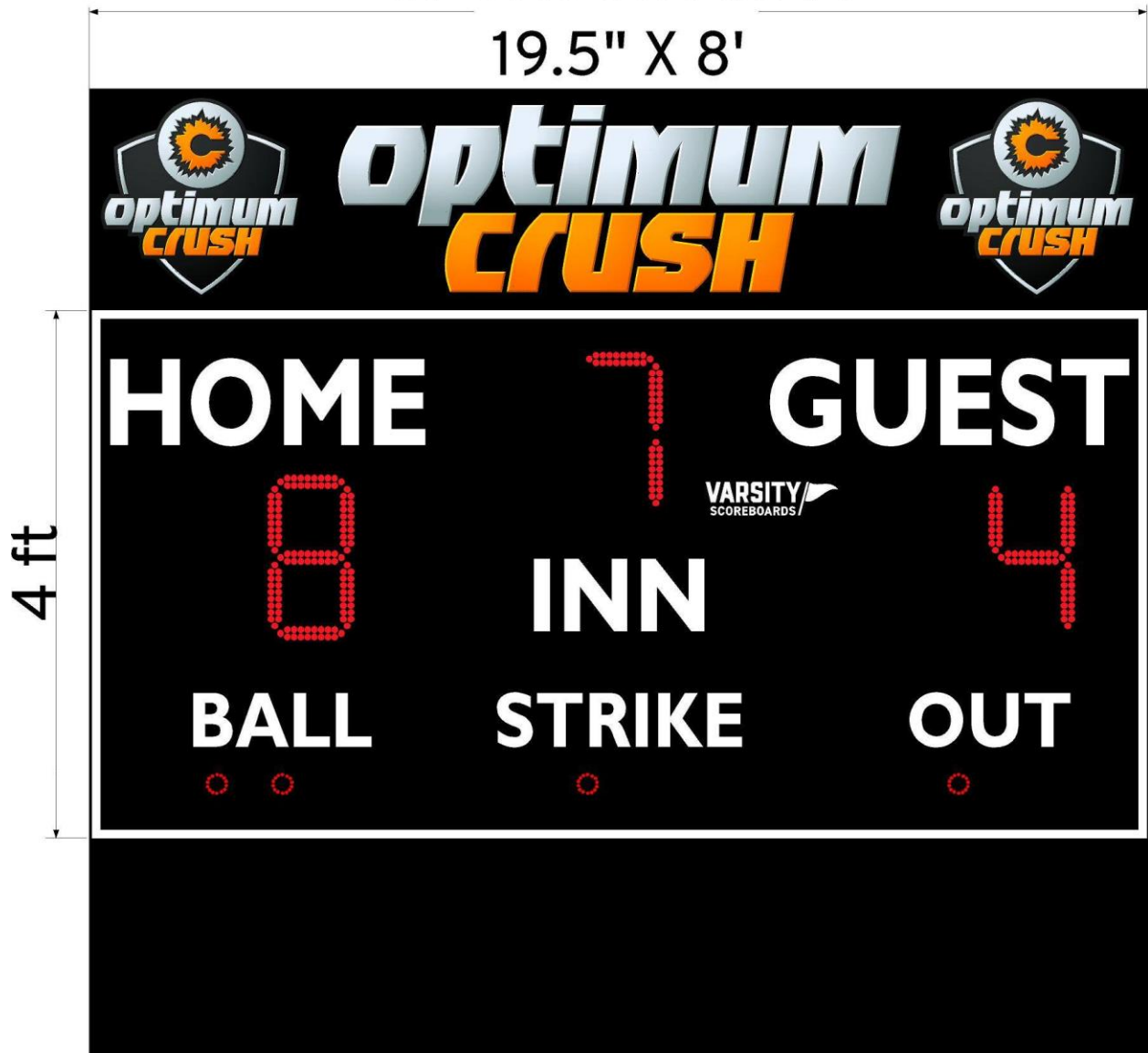
Subtotal: \$4,305.00 Shipping and Handling: \$463.00 Tax 5%: \$238.40 Quote Total: \$5,006.40

Please review these graphics carefully. Changes requested after acceptance of this quote may result in additional charges. Colors are for proofing only and may vary on different printers, monitors, and finished products.

MODEL - 3314

SPONSOR AREA

19.5" X 8'



Logo creation fee may apply. If you have any questions concerning this quotation or if there is anything else I can do for you, please give me a call. Thank you for the opportunity to quote on your project.

Sincerely,

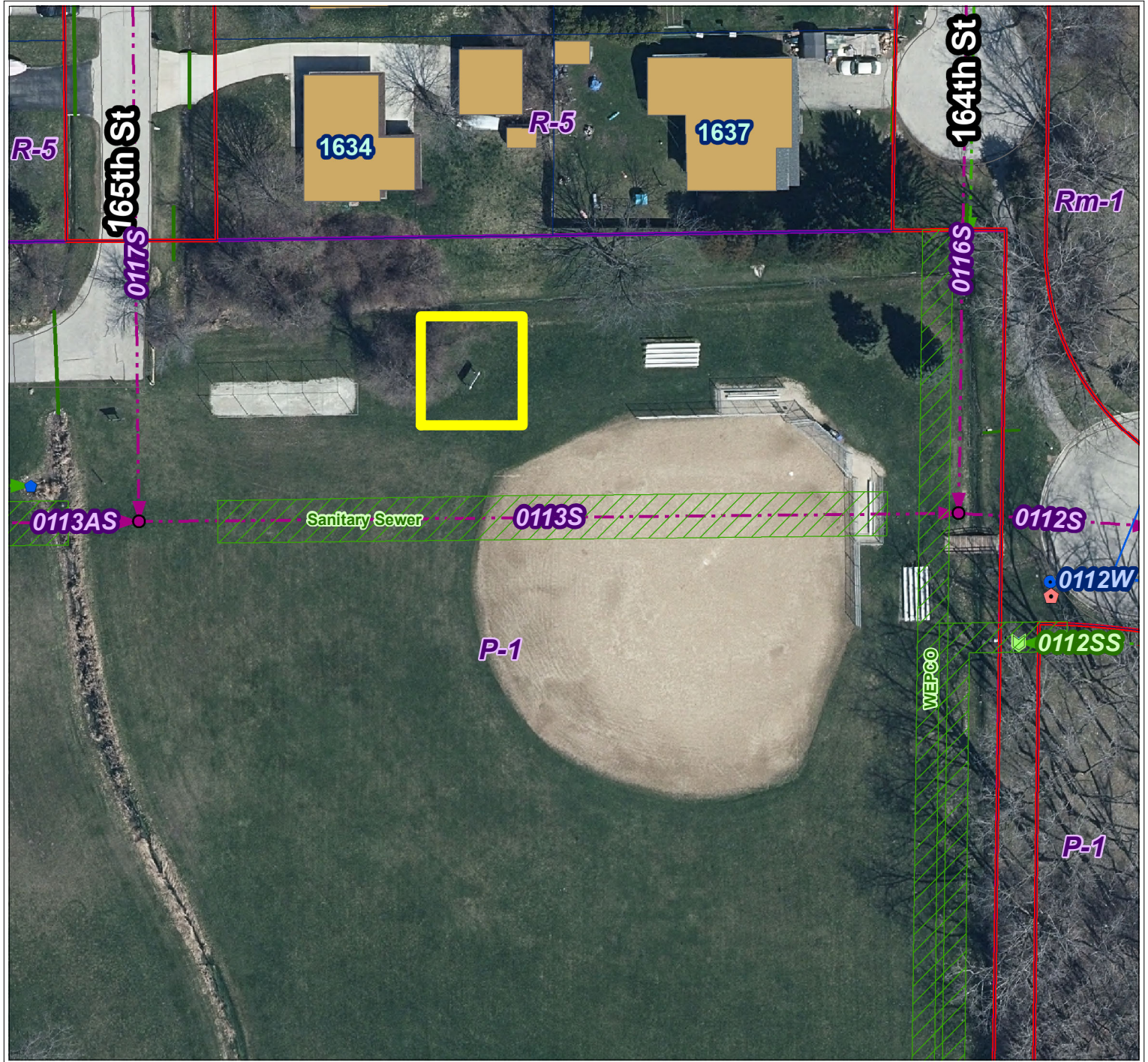
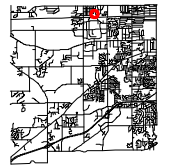
CHARLENE KNIGHT, Sales Associate

charlene.knight@varsityscoreboards.com

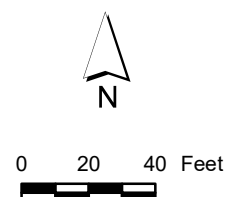
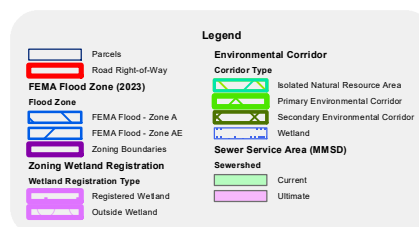
TEL: 800.323.7745x160



UA-2402570
Buena Park Scoreboard Donation
16301 Coachlight Drive



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



The information and depictions herein have been produced using data available through photogrammetric means by the City of New Berlin. The informations and depictions herein are for informational purposes and the City of New Berlin specifically disclaims accuracy in this reproduction and specifically admonishes 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, plats, Flood Insurance Studies, or other official means.



DATE: November 25, 2024

TO: Rubina Medina
City Clerk

FR: Mayor Dave Ament

RE: Mayoral Appointments for December 9, 2024 Common Council Mtg

Communications Committee

Robert Wincek
21760 W Lochinvar Lane
New Berlin, WI 53146
262-679-9752
rwincek@wi.rr.com
(Re-Appointment)

Expiration Date

12/31/2025

For Office Purposes Only						
T	Em	We	Provo	Lt	Ethc	H
T	I	b	x	r	s	B

Housing Trust Fund Board

Ashley Berka
Waukesha County Housing Authority
262-542-2262
ashley@whaonline.com
(Re-Appointment)

Expiration Date

1/25/2027

For Office Purposes Only						
T	Em	We	Provo	Lt	Ethc	H
T	I	b	x	r	s	B

Budget Public Hearing & Committee of the Whole MEETING MINUTES



November 12, 2024 - 6:00 PM
Council Chambers
3805 S. Casper Drive

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

MINUTES

1. 2025 BUDGET PUBLIC HEARING

A. Public Hearing on the 2025 Budget (6:00 PM)

No constituents were present for the public hearing.

2. CALL MEETING TO ORDER

Mayor Ament called the meeting to order at 6:01 PM.

3. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

The City Clerk, Rubina R. Medina, took the roll call as follows:

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

Excused: Alderperson Joseph Stribl

Staff Present: Mayor Dave Ament, City Attorney Mark Blum, City Clerk Rubina R. Medina

4. APPROVAL OF MINUTES

A. October 22, 2024, Committee of the Whole Meeting Minutes

MOTION: Motion to Approve

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

5. UTILITY & FINANCE

A. Recommendation to the Common Council for approval of the November 13th, 2024, Water Utility claims in the amount of \$173,310.02, Sewer Utility claims in the amount of \$560.10, and General City claims in the amount of \$1,337,111.80. US BANK VISA EFT of \$25,081.51

MOTION: Motion to Approve

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

6. MISCELLANEOUS

- A.** Discussion and recommendation to the Common Council to approve the creation of the position of Division Chief - Community Risk Reduction within the Fire Department

MOTION: Motion to Approve

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

- B.** Discussion and recommendation to the Common Council to approve the proposed 2025 Operating Budget

Finance Director Ralph Chipman presented the proposed amendment.

MOTION: Motion to Approve the Proposed Amendment as presented to the Council.

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

MOTION: Motion to approve the 2025 Operating Budget as amended.

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

- C.** Discussion and recommendation to the Common Council to approve the proposed 2025 CIP Budget

MOTION: Motion to defer the item to the next meeting.

VOTE: Motion by: Horbinski
Second by: Harenda
Motion Passed 6-0

- D.** City Clerk Department Update

The City Clerk provided a department update to the Council.

7. ADJOURN

MOTION: Motion to Adjourn at 6:39 PM.

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

Respectfully Submitted by:
Rubina R. Medina, City Clerk

City of New Berlin
3805 S. Casper Dr.
New Berlin, WI 53151
Phone: (262) 786-8610
www.NewBerlinWI.gov



Total License Fees Due: \$325.00
Cash or check accepted only.

LICENSE APPLICATION TO COLLECT AND TRANSPORT GARBAGE, RUBBISH OR WASTE MATERIAL

Payment may be made by cash or check only. Please make all checks payable to: City of New Berlin

◆ Application Type – Please check all licenses applying for

To Serve: ☐ Residential ☐ Commercial ☒ Both

Fees: ☒ \$75 – Annual License Fee (includes 1 vehicle)

☒ \$25 – For each additional collection vehicle that operates in the City of New Berlin (Including motor scooters)

Number of Vehicles to be operated in New Berlin: 11 Total License Fee \$ 325

◆ Applicant Information – Please print legibly

Name of Company JOHNS DISPOSAL SERVICE, INC

Business Address of Company 7311 OMEGA CIR, FRANKSVILLE, WI, 53126

Company Website WWW.JOHNSDISPOSAL.COM

Type of Organization: Individual ☐ Partnership ☐ Corporation ☒

List Here: Name, home and business address, email, home and business phones of individual applicant; or all partners; or all corporate officers and titles (Attach separate sheet if needed) ① BRIAN JONGETJES, W6957 SAVANNAH LN, DELAVAN, WI, 53115,
BJS@JOHNSDISPOSAL.COM, 262-903-0529, 262-473-4700 x 201 ② RON JONGETJES,
W5632 AMOS RD, ELKHORN, WI, 53121, (262) 903-1119, 262-473-4700 x 225

Complete Description of each vehicle to be used in the City of New Berlin (Attach Separate Sheet if Necessary) GARBAGE
TRUCKS

Address of place where vehicles are stored when not in use: 7311 OMEGA CIR, FRANKSVILLE, WI, 53126,
107 CO. RD. W, WHITEWATER, WI, 53190; 20820 GUMINA RD, BROOKFIELD, WI, 53071

Phone Number for Resident questions/comments (262) 473-4700

◆ Applicant Consent and Signature – Please read and sign

I, the undersigned, do hereby make an application to the Common Council of the City of New Berlin for a license to collect and transport garbage, rubbish or waste material in the City of New Berlin and have read and will follow City of New Berlin Ordinances. Licenses may be suspended and revoked for violations of this article or other applicable laws or ordinances after a public hearing by the City Council with at least 10 days' written notice thereof being given the licensee. I certify that all of the information provided on this application is true and correct to the best of my knowledge.

☒ Signature [Signature]

OCT 29 2024

Date 10/18/24

Treasurer - City of New Berlin

OFFICE USE ONLY: Date Application Received: _____ Council Date: _____ License Sticker No(s). Issued _____ inclusive

PAYMENT SUMMARY RECEIPT

CITY OF NEW BERLIN
3805 S CASPER DR

DATE: 10/29/24 CUSTOMER#:
TIME: 13:00:54
CLERK: 9740ktlc

RECPT#: 2006397 PREV BAL: 325.00
TP/YR: P/2024 AMT PAID: 325.00
BILL: 2006397 ADJSTMNT: .00
EFF DT: 10/29/24 BAL DUE: .00
Misc Cash Receipts

-----TOTALS-----

PRINCIPAL PAID: 325.00
INTEREST PAID: .00
ADJUSTMENTS: .00
DISC TAKEN: .00

AMT TENDERED: 325.00
AMT APPLIED: 325.00
CHANGE: .00

PAID BY: JOHNS DISPOSAL SERVI
PAYMENT METH: CHECK
PAYMENT REF: 20689

TOT PREV BAL DUE: 325.00
TOT BAL DUE NOW : .00

City of New Berlin
3805 S. Casper Dr.
New Berlin, WI 53151
Phone: (262) 786-8610
www.NewBerlinWI.gov



Total License Fees Due: \$1,650.00
Cash or check accepted only.

LICENSE APPLICATION TO COLLECT AND TRANSPORT GARBAGE, RUBBISH OR WASTE MATERIAL

Payment may be made by cash or check only. Please make all checks payable to: City of New Berlin

♦ Application Type – Please check all licenses applying for

To Serve: ☐ Residential ☐ Commercial ☒ Both

Fees: ☐ \$75 – Annual License Fee (includes 1 vehicle)

☐ \$25 – For each additional collection vehicle that operates in the City of New Berlin (Including motor scooters)

Number of Vehicles to be operated in New Berlin: 64 Total License Fee \$ 1650.00

♦ Applicant Information – Please print legibly

Name of Company Waste Management

Business Address of Company 10627 S. 27th Street Franklin, WI 53132

Company Website www.wm.com

Type of Organization: Individual ☐ Partnership ☐ Corporation ☒

List Here: Name, home and business address, email, home and business phones of individual applicant; or all partners; or all corporate officers and titles (Attach separate sheet if needed) Andrew Mekeuson amekeuson@wm.com

262-301-0901, Keith Olsen KOlsen3@wm.com 262-838-5004

Nick Bontempo nbontempo@wm.com 262-307-7750

Complete Description of each vehicle to be used in the City of New Berlin (Attach Separate Sheet if Necessary) See Attached

Address of place where vehicles are stored when not in use: 10627 S. 27th Street

Franklin, WI 53132

Phone Number for Resident questions/comments (414) 238-3197

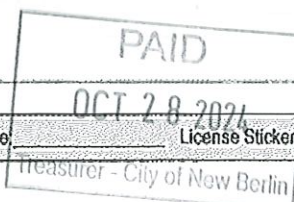
♦ Applicant Consent and Signature – Please read and sign

I, the undersigned, do hereby make an application to the Common Council of the City of New Berlin for a license to collect and transport garbage, rubbish or waste material in the City of New Berlin and have read and will follow City of New Berlin Ordinances. Licenses may be suspended and revoked for violations of this article or other applicable laws or ordinances after a public hearing by the City Council with at least 10 days' written notice thereof being given the licensee. I certify that all of the information provided on this application is true and correct to the best of my knowledge.

☒ Signature [Signature]

Date 10/8/2024

OFFICE USE ONLY: Date Application Received: _____ Council Date: _____ License Sticker No(s) Issued: _____ inclusive



Complete the WM Payment Request Form for Suppliers who do not generate invoices.

Instructions:

1. Confirm the Vendor Name/Address exists in **Coupa**.

Note: If the supplier does not exist in Coupa, then from the Coupa Homepage go the "Forms" dropdown menu and complete the form: "2 - New Vendor Request (Non-PO) - Internal Use" to add the Supplier to Coupa prior to submitting this payment request form.

2. Populate the yellow fields below with the requested information.

3. eMail the WM Payment Request Form and supporting documents (behind form) to Scan One for processing:

MNAP@WM.COM

PAYMENT REQUEST FORM

<u>Vendor Name and Remit Information:</u>	Invoice Header Details
--	-------------------------------

City of New Berlin
3805 SOUTH CASPER DRIVE
NEW BERLIN, WI 53151
103521_001

3805 SOUTH CASPER DRIVE	Invoice #	2025 COLLECTION LICENSE
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NEW BERLIN, WI 53151	Invoice Date	10/8/2024
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103521_001	
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WM Site Name and Address:

Franklin Hauling
10627 S 27th Street
Franklin, WI 53132

10627 S 27th Street	WM email	HRUESCH@WM.COM
---------------------	----------	----------------

Franklin, WI 53132

<u>Purchase Description:</u>	<u>PO Line#</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extended Amount</u>
------------------------------	-----------------	------------	-------------------	------------------------

[illegible]

	Subtotal	\$ 1,650.00
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100

Freight

	Miscellaneous Charges	
--	-----------------------	--

	Charges	
	Sales TAX	

	Sales Tax	
	Canadian Tax GST	

	Canadian Tax GST	
	Canadian Tax HST	

	Canadian Tax FST	
	Canadian Tax PST	

Canadian Tax QST

	Total Amount Due	\$ 1,650.00
--	------------------	-------------

	Currency	USD
--	----------	-----

STATE	PLATE NUMBER	MAKE	MODEL	YEAR	COST
Wisconsin	PB9138	PETERBILT	520	2022	\$75.00
Wisconsin	SB15006 - WI	MACK	LR64E	2024	\$25.00
Wisconsin	SB15233	PETERBILT	520	2024	\$25.00
Wisconsin	SB14707 - WI	AUTOCAR	ACX64	2015	\$25.00
Wisconsin	SB12023 - WI	AUTOCAR	ACX64	2015	\$25.00
Wisconsin	SB12088 - WI	MACK	MRU633	2015	\$25.00
Wisconsin	SB12111 - WI	MACK	MRU633	2015	\$25.00
Wisconsin	SB12089 - WI	MACK	MRU633	2015	\$25.00
Wisconsin	SB14779 - WI	MACK	MRU633	2016	\$25.00
Wisconsin	SB15241 - WI	AUTOCAR	ACX64	2016	\$25.00
Wisconsin	SB12477 - WI	AUTOCAR	ACX64	2016	\$25.00
Wisconsin	SB13293 - WI	AUTOCAR	ACX64	2019	\$25.00
Wisconsin	SB14082 - WI	PETERBILT	520	2020	\$25.00
Wisconsin	SB15049	MACK	TE64E	2024	\$25.00
Wisconsin	SB15048 - WI	MACK	TE64E	2023	\$25.00
Wisconsin	SB15080 - WI	MACK	TE64E	2024	\$25.00
Wisconsin	SB15015	MACK	TE64E	2024	\$25.00
Wisconsin	SB15001 - WI	MACK	TE64E	2023	\$25.00
Wisconsin	SB13542	MACK	TE64E	2024	\$25.00
Wisconsin	SB15100	PETERBILT	520	2024	\$25.00
Wisconsin	SB15127	PETERBILT	520	2024	\$25.00
Wisconsin	SB15099	PETERBILT	520	2024	\$25.00
Wisconsin	SB15032	PETERBILT	520	2024	\$25.00
Wisconsin	SB15238 - WI	PETERBILT	520	2025	\$25.00
Wisconsin	45243R - IL	MACK	LR633	2018	\$25.00
Wisconsin	SB14395 - WI	AUTOCAR	ACX64	2021	\$25.00
Wisconsin	TB4735 - WI	AUTOCAR	ACX64	2022	\$25.00
Wisconsin	TB7582 - WI	AUTOCAR	ACX64	2022	\$25.00
Wisconsin	QB18425 - WI	MACK	GU813	2012	\$25.00
Wisconsin	SB14746 - WI	PETERBILT	365	2015	\$25.00
Wisconsin	RB34105 - WI	PETERBILT	365	2015	\$25.00
Wisconsin	SB15066 - WI	PETERBILT	365	2016	\$25.00
Wisconsin	SB15209 - WI	PETERBILT	365	2016	\$25.00
Wisconsin	RB34029 - WI	PETERBILT	365	2016	\$25.00
Wisconsin	QB19289 - WI	PETERBILT	365	2016	\$25.00
Wisconsin	RB29760 - WI	PETERBILT	365	2016	\$25.00
Wisconsin	RB36539 - WI	PETERBILT	365	2016	\$25.00
Wisconsin	RB32254 - WI	PETERBILT	567	2020	\$25.00
Wisconsin	SB15039 - WI	PETERBILT	567	2016	\$25.00
Wisconsin	RB36211 - WI	PETERBILT	567	2022	\$25.00
Wisconsin	RB33667 - WI	PETERBILT	567	2022	\$25.00
Wisconsin	TB7735 - WI	PETERBILT	567	2023	\$25.00

STATE	PLATE NUMBER	MAKE	MODEL	YEAR	
Wisconsin	TB5417 - WI	PETERBILT	567	2023	\$25.00
Wisconsin	TB5416 - WI	PETERBILT	567	2023	\$25.00
Wisconsin	TB6761 - WI	PETERBILT	567	2023	\$25.00
Wisconsin	TB7686 - WI	PETERBILT	567	2023	\$25.00
Wisconsin	TB6571 - WI	PETERBILT	567	2023	\$25.00
Wisconsin	TB7688 - WI	PETERBILT	567	2023	\$25.00
Wisconsin	TB5415 - WI	PETERBILT	567	2023	\$25.00
Wisconsin	TB7687 - WI	PETERBILT	567	2023	\$25.00
Wisconsin	TB7589 - WI	PETERBILT	567	2023	\$25.00
Wisconsin	TB6466 - WI	PETERBILT	567	2022	\$25.00
Wisconsin	TB5414 - WI	PETERBILT	567	2023	\$25.00
Wisconsin	TB6509 - WI	PETERBILT	567	2022	\$25.00
Wisconsin	TB6468 - WI	PETERBILT	567	2022	\$25.00
Wisconsin	TB5542 - WI	PETERBILT	567	2023	\$25.00
Wisconsin	TB7901 - WI	PETERBILT	567	2024	\$25.00
Wisconsin	TB7950 - WI	PETERBILT	567	2024	\$25.00
Wisconsin	TB7783	PETERBILT	567	2024	\$25.00
Wisconsin	TB7949 - WI	PETERBILT	567	2024	\$25.00
Wisconsin	TB5545 - WI	PETERBILT	567	2024	\$25.00
Wisconsin	TB7821 - WI	PETERBILT	567	2024	\$25.00
Wisconsin	TB8013 - WI	PETERBILT	567	2024	\$25.00
Wisconsin	TB7868 - WI	PETERBILT	567	2023	\$25.00
				Total	\$1,650.00

PAYMENT SUMMARY RECEIPT

CITY OF NEW BERLIN
3805 S CASPER DR

DATE: 10/28/24 CUSTOMER#:
TIME: 10:17:24
CLERK: 9740ktic

RECPT#: 2005782 PREV BAL: 1650.00
TP/YR: P/2024 AMT PAID: 1650.00
BILL: 2005782 ADJSTMNT: .00
EFF DT: 10/28/24 BAL DUE: .00

Misc Cash Receipts

-----TOTALS-----

PRINCIPAL PAID: 1650.00
INTEREST PAID: .00
ADJUSTMENTS: .00
DISC TAKEN: .00

AMT TENDERED: 1650.00
AMT APPLIED: 1650.00
CHANGE: .00

PAID BY: WASTER MANAGEMENT
PAYMENT METH: CHECK
PAYMENT REF: 1000156445

TOT PREV BAL DUE: 1650.00
TOT BAL DUE NOW : .00

City of New Berlin
3805 S. Casper Dr.
New Berlin, WI 53151
Phone: (262) 786-8610
www.NewBerlinWI.gov



Total License Fees Due: 2025
Cash or check accepted only.

LICENSE APPLICATION TO COLLECT AND TRANSPORT GARBAGE, RUBBISH OR WASTE MATERIAL

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To Serve: ☐ Residential ☒ Commercial ☐ Both

Fees: ☒ \$75 – Annual License Fee (includes 1 vehicle)

☒ \$25 – For each additional collection vehicle that operates in the City of New Berlin (Including motor scooters)

Number of Vehicles to be operated in New Berlin: 19 Total License Fee \$ 525

♦ Applicant Information – Please print legibly

Name of Company Eagle Disposal Inc.

Business Address of Company 21107 Omega Circle Franksville, WI 53126

Company Website WWW.eagledisposalinc.com

Type of Organization: Individual ☐ Partnership ☐ Corporation ☒

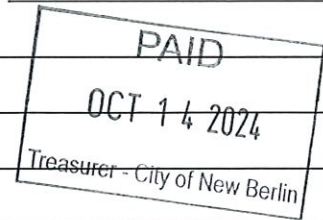
List Here: Name, home and business address, email, home and business phones of individual applicant; or all partners; or all corporate officers and titles (Attach separate sheet if needed)

Steve Katzman - skatzman@eagledisposalinc.com
Justin Springer - JSpringer@eagledisposalinc.com

Complete Description of each vehicle to be used in the City of New Berlin (Attach Separate Sheet if Necessary)

Address of place where vehicles are stored when not in use: Same

Phone Number for Resident questions/comments 262-895-4800



♦ Applicant Consent and Signature – Please read and sign

I, the undersigned, do hereby make an application to the Common Council of the City of New Berlin for a license to collect and transport garbage, rubbish or waste material in the City of New Berlin and have read and will follow City of New Berlin Ordinances. Licenses may be suspended and revoked for violations of this article or other applicable laws or ordinances after a public hearing by the City Council with at least 10 days' written notice thereof being given the licensee. I certify that all of the information provided on this application is true and correct to the best of my knowledge.

☒ Signature Sydney D.T. Date 10.07.2024

OFFICE USE ONLY: Date Application Received: _____ Council Date: _____ License Sticker No(s). Issued _____ inclusive

FLEET	TYPE	PLATE
217	2017 Mack Frontload	QB18667
220	2017 Mack Frontload	QB18669
221	2017 Mack Frontload	QB18670
224	2019 Mack Frontload	QB18673
237	2022 Mack Frontload	QB18866
410	2016 Kenworth Rolloff	QB18417
411	2016 Kenworth Rolloff	QB18418
415	2015 Kenworth Rolloff	QB18682
416	2017 Kenworth Rolloff	QB18683
417	2017 Kenworth Rolloff	QB18684
419	2017 Kenworth Rolloff	QB18685
420	2017 Kenworth Rolloff	QB16959
421	2019 Kenworth Rolloff	QB18686
422	2020 Kenworth Rolloff	QB18687
423	2020 Kenworth Rolloff	QB18688
424	2022 Mack Rolloff	QB17984
425	2022 Mack Rolloff	QB17982
426	2023 Mack Rolloff	RB35186
428	2023 Mack Rolloff	RB35165

PAYMENT SUMMARY RECEIPT

CITY OF NEW BERLIN
3805 S CASPER DR

DATE: 10/14/24 CUSTOMER#:
TIME: 12:46:18
CLERK: 9740ktic

RECPT#:	1997753	PREV BAL:	525.00
TP/YR:	P/2024	AMT PAID:	525.00
BILL:	1997753	ADJSTMNT:	.00
EFF DT:	10/14/24	BAL DUE:	.00

Misc Cash Receipts

-----TOTALS-----

PRINCIPAL PAID:	525.00
INTEREST PAID:	.00
ADJUSTMENTS:	.00
DISC TAKEN:	.00

AMT TENDERED:	525.00
AMT APPLIED:	525.00
CHANGE:	.00

PAID BY: EAGLE DIPOSAL INC
PAYMENT METH: CHECK
PAYMENT REF: 6254

TOT PREV BAL DUE:	525.00
TOT BAL DUE NOW :	.00

K00196 C01206 WI0051 4000 668000 2.00

City of New Berlin
3805 S. Casper Dr.
New Berlin, WI 53151
Phone: (262) 786-8610
www.NewBerlinWI.gov



Total License Fees Due: _____
Cash or check accepted only.

LICENSE APPLICATION TO COLLECT AND TRANSPORT GARBAGE, RUBBISH OR WASTE MATERIAL

Payment may be made by cash or check only. Please make all checks payable to: City of New Berlin

♦ Application Type – Please check all licenses applying for

To Serve: _____ Residential _____ Commercial ☒ Both

Fees: ☒ \$75 – Annual License Fee (includes 1 vehicle)

☒ \$25 – For each additional collection vehicle that operates in the City of New Berlin (including motor scooters)

Number of Vehicles to be operated in New Berlin: 65 Total License Fee \$ 1675.00

♦ Applicant Information – Please print legibly

Name of Company WM Hartland Hauling

Business Address of Company 559 Progress Dr., HARTLAND, WI 53029

Company Website WWW.WM.COM

Type of Organization: Individual _____ Partnership _____ Corporation ☒

List Here: Name, home and business address, email, home and business phones of individual applicant; or all partners; or all corporate officers and titles (Attach separate sheet if needed) ABOVE

Complete Description of each vehicle to be used in the City of New Berlin (Attach Separate Sheet if Necessary) ATTACHED

Address of place where vehicles are stored when not in use: 559 PROGRESS DR., HARTLAND, WI 53029

Phone Number for Resident questions/comments DAN ARNOLD 920-484-8627

♦ Applicant Consent and Signature – Please read and sign

I, the undersigned, do hereby make an application to the Common Council of the City of New Berlin for a license to collect and transport garbage, rubbish or waste material in the City of New Berlin and have read and will follow City of New Berlin Ordinances. Licenses may be suspended and revoked for violations of this article or other applicable laws or ordinances after a public hearing by the City Council with at least 10 days' written notice thereof being given the licensee. I certify that all of the information provided on this application is true and correct to the best of my knowledge.

☒ Signature [Signature] Date NOVEMBER 20th 2024

OFFICE USE ONLY: Date Application Received: 11/27/24 Council Date: _____ License Sticker No(s) Issued: _____ Inclusive

UNIT_NO	YEAR	MAKE	MODEL	LICENSE	ASSET_TYPE	SERIAL_NO	
107140	2020	AUTOCAR	ACX64	PC1515 - WI	ASL	5VCACDCE5NC235447	75
107141	2021	AUTOCAR	ACX64	PB9998 - WI	ASL	5VCACDCE7NC235448	25
107142	2021	AUTOCAR	ACX64	PB9997 - WI	ASL	5VCACDCEXNC235444	25
107241	2022	PETERBILT	520	PC1168 - WI	ASL	3BPD20X5NF112514	25
107243	2022	PETERBILT	520	PC1165 - WI	ASL	3BPD20X9NF112516	25
107246	2022	PETERBILT	520	PB8097 - WI	ASL	3BPD20X4NF112519	25
107247	2022	PETERBILT	520	PC1169 - WI	ASL	3BPD20X0NF112520	25
107248	2022	PETERBILT	520	PC1175 - WI	ASL	3BPD20X2NF112521	25
107249	2022	PETERBILT	520	PC1195 - WI	ASL	3BPD20X4NF112522	25
107250	2022	PETERBILT	520	PC1208 - WI	ASL	3BPD20X6NF112523	25
107251	2022	PETERBILT	520	PC1196 - WI	ASL	3BPD20X8NF112524	25
107252	2022	PETERBILT	520	PC1194 - WI	ASL	3BPD20XXNF112525	25
213442	2018	AUTOCAR	ACX64	SB13163 - WI	SFEL	5VCACLSF6JH225608	25
217711	2025	PETERBILT	520		SFEL	3BPD20X4SF736093	25
217853	2025	PETERBILT	520	TB8121 - WI	SFEL	3BPD20X2SF736089	25
265596	2015	AUTOCAR	ACX64	PB8729 - WI	DFEL	5VCACSLE5GH220134	25
266486	2015	AUTOCAR	ACX64	TB5632 - WI	DFEL	5VCACDSF2FH219172	25
266488	2015	AUTOCAR	ACX64	TB5634 - WI	DFEL	5VCACDSF6FH219174	25
266489	2015	AUTOCAR	ACX64	TB7856 - WI	DFEL	5VCACDSF8FH219175	25
266491	2016	AUTOCAR	ACX64	TB5740 - WI	DFEL	5VCACDSF1GH220184	25
266493	2016	AUTOCAR	ACX64	TB5738 - WI	DFEL	5VCACDSF5GH220186	25
266494	2016	AUTOCAR	ACX64	TB5737 - WI	DFEL	5VCACDSF7GH220187	25
266659	2022	AUTOCAR	ACX64	TB5419 - WI	DFEL	5VCACSD2NC236342	25
266660	2022	AUTOCAR	ACX64	TB5429 - WI	DFEL	5VCACSD4NC236343	25
266661	2022	AUTOCAR	ACX64	TB6291 - WI	DFEL	5VCACSD6NC236344	25
313701	2018	PETERBILT	520	RB29798 - WI	SREL	3BPD20XXJF102625	25
313702	2018	PETERBILT	520	RB29839 - WI	SREL	3BPD20X1JF102626	25
313703	2018	PETERBILT	520	RB29838 - WI	SREL	3BPD20X3JF102627	25
313709	2018	PETERBILT	520	RB34952 - WI	DREL	3BPD20X8JF102624	25
313711	2020	PETERBILT	520	RB30481 - WI	SREL	3BPD20X5LF108089	25
313712	2020	PETERBILT	520	RB30486 - WI	SREL	3BPD20X1LF108090	25
313713	2020	PETERBILT	520	SB13739 - WI	SREL	3BPD20X3LF108091	25
313714	2020	PETERBILT	520	RB31299 - WI	SREL	3BPD20X5LF108092	25
414951	2016	PETERBILT	365	RB34384 - WI	RO	1NPSXHEX0GD334792	25
418081	2018	PETERBILT	567	TB7680 - WI	RO	1NPCLH0X9JD481465	25
418584	2022	PETERBILT	567	TB5418 - WI	RO	1NPCLHEX3ND815651	25
418585	2022	PETERBILT	567	TB6292 - WI	RO	1NPCLHEX5ND815652	25
418586	2022	PETERBILT	567	TB5402 - WI	RO	1NPCLHEX7ND815653	25
418589	2022	PETERBILT	567	TB4516 - WI	RO	1NPCLHEX2ND815656	25
418595	2022	PETERBILT	567	TB5401 - WI	RO	1NPCLHEX8ND815662	25
418596	2022	PETERBILT	567	TB5413 - WI	RO	1NPCLHEXXND815663	25
418597	2022	PETERBILT	567	TB5410 - WI	RO	1NPCLHEX1ND815664	25
419353	2023	PETERBILT	567	TB7795 - WI	RO	1NPCXHEX6RD662855	25
419354	2024	PETERBILT	567		RO	1NPCXHEX8RD662856	25
419355	2023	PETERBILT	567	TB7940 - WI	RO	1NPCXHEXXRD662857	25
419356	2024	PETERBILT	567	TB7970 - WI	RO	1NPCXHEX1RD662858	25
611526	2012	FORD	F250	XD38563 - WI	PU	1FT7X2B66CEA42199	25
611562	2018	FORD	F250	XD93650 - WI	PU	1FTBF2B6XJEC47616	25
611563	2018	FORD	F250	XD88821 - WI	PU	1FTBF2B60JEB84851	25
611564	2018	FORD	F250	XE48304 - WI	PU	1FTBF2B62JEB84852	25
611565	2018	FORD	F250	XE45707 - WI	PU	1FTBF2B68JEB92230	25
611566	2018	FORD	F250	XE62973 - WI	PU	1FTBF2B6XJEB92231	25
611567	2018	FORD	F250	DH27398 - WI	PU	1FTBF2B63JEB92233	25
611568	2018	FORD	F250	XE38977 - WI	PU	1FTBF2B65JEB92234	25
611569	2018	FORD	F250	XE55782 - WI	PU	1FTBF2B67JEB92235	25
611570	2018	FORD	F250	DH30526 - WI	PU	1FTBF2B61JEB92232	25
611571	2020	FORD	F250	XE39634 - WI	PU	1FTBF2B64LED40702	25
611572	2020	FORD	F250	XE26758 - WI	PU	1FTBF2B68LED40704	25
611573	2007	FORD	F350	XD46686 - WI	PU	1FDSF35P67EA83716	25
611977	2020	FORD	F250	XE43075 - WI	PU	1FTBF2B61LED98024	25
611978	2020	FORD	F250	XE37516 - WI	PU	1FTBF2B63LED98025	25

611979	2020 FORD	F250	XE62978 - WI	PU	1FTBF2B65LED98026	25
632926	2015 FREIGHTLIN	M2106	GD68715 - WI	CD	1FVACYDT3FHGJ1673	25
633491	2011 FREIGHTLIN	M2106	JB13371 - WI	CD	1FVAC2BS5CHBC5333	25
633492	2016 FORD	F550	EC55596 - WI	CD	1FDUF5GT9GED01954	25

1675

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	City of New Berlin
License Period	2-28 to 6-30-25

License(s) Requested: (up to two boxes may be checked)

- ☐ Class "A" Beer \$ _____ ☐ Class "B" Beer \$ _____
- ☐ "Class A" Liquor \$ _____ ☒ "Class B" Liquor \$ 500
- ☐ "Class A" Liquor (cider only) \$ _____ ☐ Reserve "Class B" Liquor \$ _____
- ☐ "Class C" Liquor (wine only) \$ _____

Fees	
License Fees	\$ 500
Background Check Fee	\$
Publication Fee	\$
Total Fees	\$ 500

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship) Ethic Indoor, LLC.			PAID NOV 21 2024 Treasurer - City of New Berlin	
2. Business Trade Name or DBA				
3. FEIN 86-1376506	4. Wisconsin Seller's Permit Number 456-1030768261-02			
5. Entity Type (check one) ☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization				
6. State of Organization WI	7. Date of Organization 04/23/2020		8. Wisconsin DFI Registration Number E055676	
9. Premises Address 5330 S. Racine Ave.				
10. City New Berlin		11. State WI	12. Zip Code 53146	
13. County Waukesha	14. Governing Municipality: ☒ City ☐ Town ☐ Village of: New Berlin		15. Aldermanic District 7	
16. Premises Phone 682-4919	17. Premises Email info@ethicindoor.com		18. Website www.oawindoor.com	
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. Indoor Sports Facility with operating cafe residing inside the premises which will sell and serve alcohol				
20. Mailing Address (if different from premises address)				
21. City		22. State	23. Zip Code	

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . ☐ Yes ☒ No beverages.

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . ☐ Yes ☒ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☐ Yes ☒ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity

4b. Business Entity FEIN

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☒ Yes ☐ No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? ☐ Yes ☒ No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☒ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

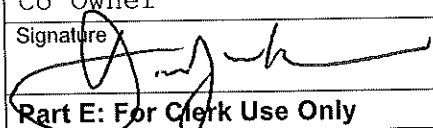
Last Name	First Name	Title	Phone
Kahle	Aaron	Co Owner	324-4953
Malinger	Joe	Co Owner	366-8947
Henes	Brad	Chief Operating Of	331-1212

Part D: Attestation

One of the following must sign and attest to this application:

- sole proprietor
- one general partner of a partnership
- one corporate officer
- one 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.

Last Name	First Name	M.I.
Kahle	Aaron	J
Title	Email	Phone
Co Owner	aaron@kahlebuilders.com	324-4953
Signature	Date	
	11/18/24	

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	

Alcohol Beverage
Appointment of Agent

Date

Agent Type (check one)

☒ Original (no fee) ☐ Successor (\$10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

Ethic Indoor, LLC.

2. Business Trade Name or DBA

3. Entity Type (check one)

☒ Limited Liability Company☐ Corporation☐ Nonprofit Organization

4. Alcohol Beverage Business Authorization (check one)

☒ Municipal Retail License☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name

Henes

2. First Name

Brad

3. M.I.

G

4. Email

brad@ethicindoor.com

5. Phone

682-4908

6. Home Address

1301 Gramling Lane

7. City

Waukesha

8. State

WI

9. Zip Code

53186

10. Age

50

11. Drivers License/State ID Number

H520-0677-4106-01

12. Drivers License/State ID State of Issuance

WI

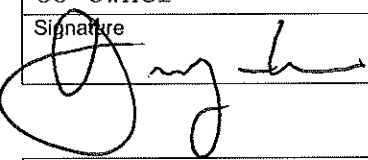
Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? ☒ Yes ☐ No
Submit proof of completion.2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire*? ☒ Yes ☐ No
Submit a completed Form AB-100 with this form.3. Have you been a Wisconsin resident for at least 90 continuous days? ☒ Yes ☐ No
See instructions for exceptions.

Continued →

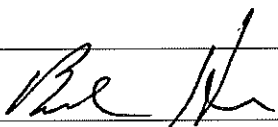
Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I 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.

Last Name Kahle		First Name Aaron		M.I. J
Title Co Owner	Email aaron@kahlebuilders.com	Phone 324-4953		
Signature 		Date 11/18/24		

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. 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.

Last Name Henes		First Name Brad		M.I. G
Signature 		Date 11/18/24		

Alcohol Beverage
Individual Questionnaire

Date 11/20/29

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor) Ethic Indoor, LLC.			
2. Business Trade Name or DBA			
3. Entity Type (check one)			
☐ Sole Proprietor	☒ Partnership	☒ Limited Liability Company	☐ Corporation ☐ Nonprofit Organization

Part B: Individual Information

1. Last Name Henes		2. First Name Brad		3. M.I. G.	
4. Relationship to Business (Title) Chief Operating Officer		5. Email brad@ethicindoor.com		6. Phone 262-682-4908	
7. Home Address 1301 Gramling Lane					
8. City Waukesha		9. State WI	10. Zip Code 53186	11. Date of Birth 3/26/74	
12. Drivers License/State ID Number H520-0677-4106-01			13. Drivers License/State ID State of Issuance WI		

Part C: Address History

1. Do you currently reside in Wisconsin? ☒ Yes ☐ No					
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?				Years 50	Months
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.					
Previous Address 1 2300 Wexford Ct.		City Waukesha		State WI	Zip Code 53186
Previous Address 2		City		State	Zip Code
Previous Address 3		City		State	Zip Code
Previous Address 4		City		State	Zip Code
Previous Address 5		City		State	Zip Code
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.					
State	County	State	County	State	County
State	County	State	County	State	County

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No

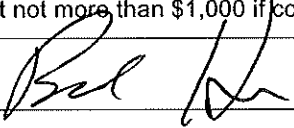
2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. 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



Date

11/20/24

Alcohol Beverage
Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor) Ethic Indoor, LLC.			
2. Business Trade Name or DBA			
3. Entity Type (check one)			
☐ Sole Proprietor	☐ Partnership	☒ Limited Liability Company	☐ Corporation ☐ Nonprofit Organization

Part B: Individual Information

1. Last Name Mallinger		2. First Name Joseph		3. M.I. J	
4. Relationship to Business (Title) CO-Owner		5. Email joe@ethicindoor.com		6. Phone 262-366-8947	
7. Home Address 20001 Settlers Hollow Ln					
8. City New Berlin		9. State WI	10. Zip Code 53146	11. Date of Birth 10/19/75	
12. Drivers License/State ID Number M452-4907-5379-03			13. Drivers License/State ID State of Issuance Wisconsin		

Part C: Address History

1. Do you currently reside in Wisconsin?						☒ Yes ☐ No	
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?						Years 49	Months 1
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.							
Previous Address 1				City	State	Zip Code	
Previous Address 2				City	State	Zip Code	
Previous Address 3				City	State	Zip Code	
Previous Address 4				City	State	Zip Code	
Previous Address 5				City	State	Zip Code	
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.							
State	County	State	County	State	County	State	County
WI	Dane						
State	County	State	County	State	County	State	County

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No

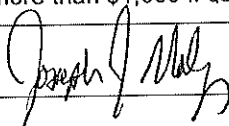
2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. 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



Date

11/18/24

Alcohol Beverage
Individual QuestionnaireDate
11/18/24

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

Ethic Indoor, LLC.

2. Business Trade Name or DBA

3. Entity Type (check one)

☐ Sole Proprietor☒ Partnership☒ Limited Liability Company☐ Corporation☐ Nonprofit Organization

Part B: Individual Information

1. Last Name

Kahle

2. First Name

Aaron

3. M.I.

J

4. Relationship to Business (Title)

Owner

5. Email

aaronkahle@kahlebuilders.com

6. Phone

414-324-4953

7. Home Address

W235 55858 Big Bend Rd.

8. City

Waukesha

9. State

WI

10. Zip Code

53189

11. Date of Birth

8-3-77

12. Drivers License/State ID Number

K400-0107-7283-07

13. Drivers License/State ID State of Issuance

Part C: Address History

1. Do you currently reside in Wisconsin? ☒ Yes ☐ No

If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?

Years
47Months
3

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

Previous Address 1	City	State	Zip Code
Previous Address 2	City	State	Zip Code
Previous Address 3	City	State	Zip Code
Previous Address 4	City	State	Zip Code
Previous Address 5	City	State	Zip Code

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State	County	State	County	State	County	State	County
State	County	State	County	State	County	State	County

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	Was sentence completed? ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	Was sentence completed? ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	Was sentence completed? ☐ Yes ☐ No	

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☐ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. 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

Date

11/18/24



WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8902
MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
MADISON, WI 53708-8902
ph: 608-266-2776 fax: 608-224-5761
email: DORBusinessTax@wisconsin.gov
website: revenue.wi.gov

Letter ID L1014324688

KIT DUNBAR
ETHIC INDOOR LLC
5330 S RACINE AVE
NEW BERLIN WI 53146-3933

Wisconsin Department of Revenue Seller's Permit

Legal/real name: ETHIC INDOOR LLC

Business name:
5330 S RACINE AVE
NEW BERLIN WI 53146-3933

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type	Account Type	Account Number
Sales & Use Tax	Seller's Permit	456-1030768261-02



WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8902
MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
MADISON, WI 53708-8902
ph: 608-266-2776 fax: 608-327-0235
email: DORBusinessTax@wisconsin.gov
website: revenue.wi.gov

000270

BRAD HENES
ETHIC INDOOR LLC
5330 S RACINE AVE
NEW BERLIN WI 53146-3933

Letter ID L0027814864



Wisconsin Business Tax Registration Certificate

Expiration date: June 30, 2025

Legal/real name: ETHIC INDOOR LLC

- This certificate confirms that you are registered with the Wisconsin Department of Revenue for the tax types shown below.
- This registration certificate is not a seller's permit, and should not be used as proof that you hold a seller's permit.
- You may not transfer this certificate to any other individual or business.

Tax Type	Account Type	Number
Sales & Use Tax	Sales & Use Tax	456-1030768261-02
Withholding Tax	Withholding Tax	036-1030768261-04



WAUKESHA COUNTY
DEPARTMENT OF PARKS AND LAND
USE
Division of Environmental Health

License, Permit or Registration

The person, firm, or corporation whose name appears on this license is hereby authorized to operate the facility indicated below. The operation and maintenance of the facility shall be in accordance with the Waukesha County Code. This is not a zoning permit.

ACTIVITY

Retail Food - Serving Meals - Moderate Complexity

EXPIRATION DATE

30-Jun-2024

I.D. NUMBER

HDEH-CNCJYA

LICENSEE MAILING ADDRESS

ETHIC INDOOR, LLC
5330 S RACINE AVE
NEW BERLIN WI 53146

NOT TRANSFERABLE

BUSINESS / ESTABLISHMENT ADDRESS

ETHIC INDOOR
5330 S RACINE AVE
NEW BERLIN WI 53146

If you do not receive a renewal form prior to June 30th from your licensing authority, you should send in your payment for renewing your permit to the following address:

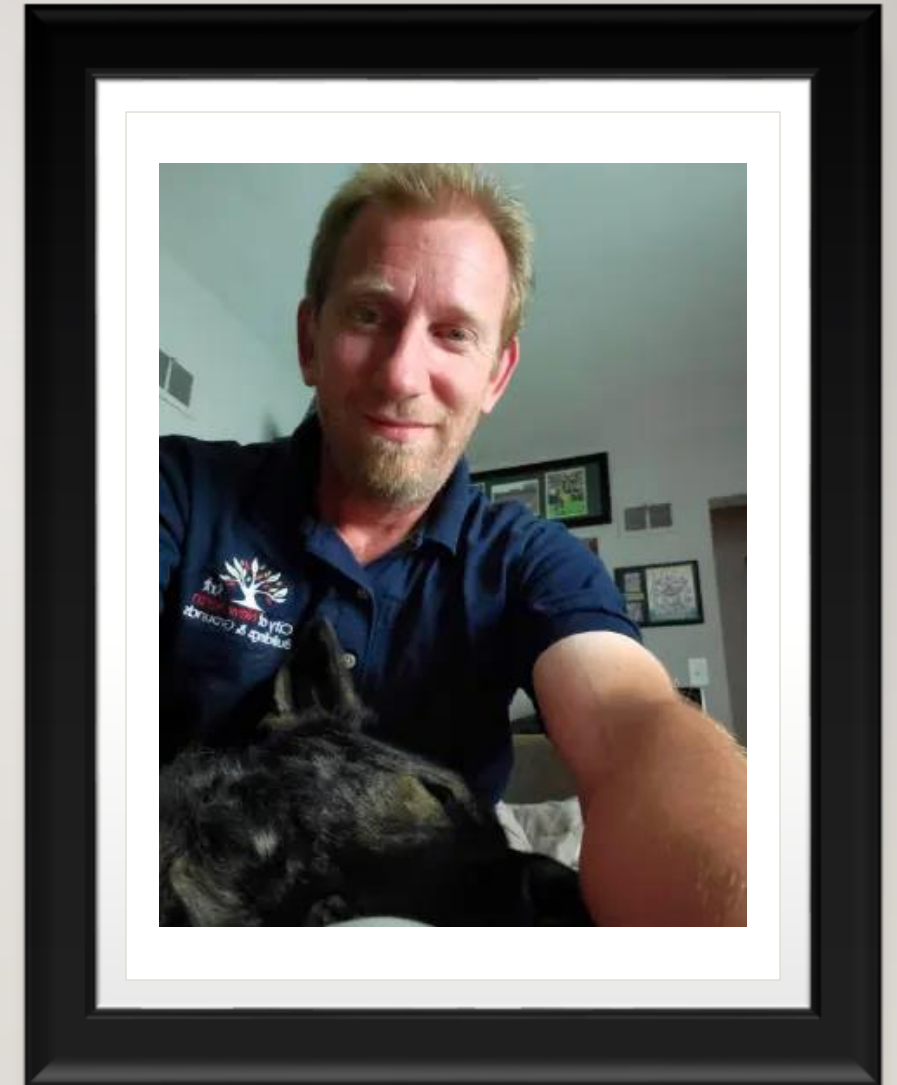
WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE DIVISION OF
ENVIRONMENTAL HEALTH
515 W MORELAND BLVD AC 260
WAUKESHA, WI 53188
(262)896-8300

* Include the name of your facility and the ID number.

2024 DEPARTMENT OF PUBLIC WORKS

LUCAS PICHLER, DIRECTOR OF PUBLIC WORKS

EDWARD "ED" H.
BARTZ
APRIL 25, 1974 -
APRIL 19, 2024



DPW MANAGEMENT TEAM

Welcome Michael Eder, Deputy Director of Public Works!



Michael recently came from the Village of Elm Grove where he was a Foreman and an Acting Lieutenant. We are excited for him to join the team!

Q: What do you like to do in your free time?

A: "Golfing, biking, grilling, hunting and watching La Crosse"

Q: What is your favorite unhealthy snack?

A: "Fruit snacks"

Q: If you could be a superhero who would you be?

A: "Captain America"

meder@newberlinwi.gov; x4712; cell: 262-408-7436

Welcome Jason Bednarz, Streets Supervisor!

Jason recently came from Veolia Water Milwaukee where he has been a Buildings and Grounds Lead. We are excited for him to join the team!

Q: What do you like to do in your free time?

A: "I enjoy spending time with my wife and 4 children. And when possible I enjoy woodworking and CNC work"

Q: What is your favorite unhealthy snack?

A: "Ice Cream"

Q: If you could be a superhero who would you be?

A: "Iron Man"



jbednarz@newberlinwi.gov; x4714; cell: 262-395-3746

Congratulate Josh Fabian, promoted to Parks Supervisor!



Josh has been with the City since 2020 and we are excited for him to take on this new challenge with the team!

Q: What do you like to do in your free time?

A: "I like to spend time with my family, including my two dogs, exercising and getting away up north."

Q: What is your favorite unhealthy snack?

A: "Donuts, definitely donuts"

Q: If you could be a superhero who would you be?

A: "Easy, Batman. Without a doubt."

jfabian@newberlinwi.gov; x2472; cell: 262-787-8157

Bob Loochauis, Facilities & Grounds Supervisor!

Bob has been with the City since 2021 and although he is not new to the team, we are grateful to have him as part of the team!

Q: What do you like to do in your free time?

A: "Camping"

Q: What is your favorite unhealthy snack?

A: "Mounds Chocolate Bars"

Q: If you could be a superhero who would you be?

A: "Dead Pool"



rloochauis@newberlin.org; x2467; cell: 262-221-0829



Lucas pictured with his wife Bridget

Congrats!

to

LUCAS PICHLER

On his promotion to

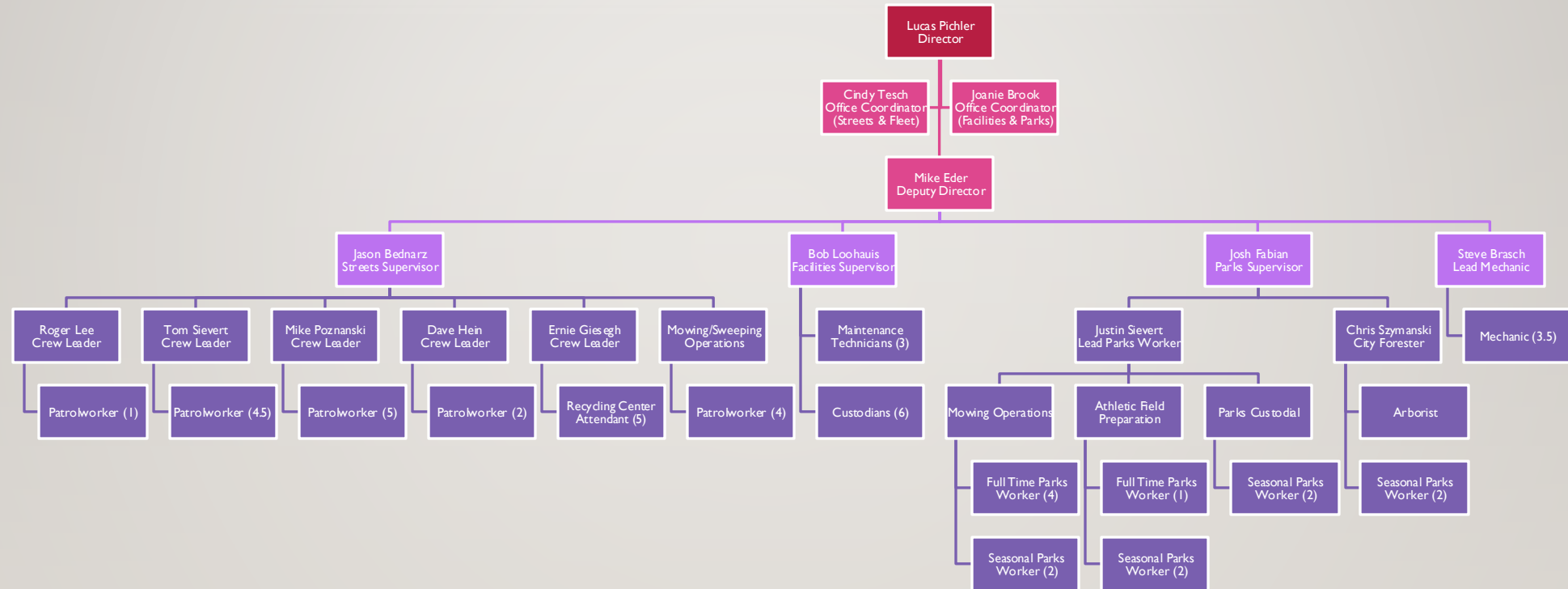
PUBLIC WORKS DIRECTOR

for the
City of New Berlin



City of New Berlin

DEPARTMENT OF PUBLIC WORKS ORGANIZATIONAL CHART



DPW – STREETS DIVISION



Roadway Maintenance

Snow Removal
Asphalt Patching
Curb Repair
Street Sweeping
Shouldering
Sidewalk Repair
Spill Response



Roadside Maintenance

Vegetation Management
Debris Removal
Assist Forestry



Signs, Signals, & Lights

7,100+ Signs
4 Traffic Signals
500+ Decorative Lights
1,100+ Pavement Markings



Stormwater

Ditch Grading
Culvert Replacements
Catch Basin Repairs



Recycling Center

Vegetation Disposal
Plastic, Metal & Cardboard
Waste Oil & Refrigerant

DPW – FLEET DIVISION



Vehicle Maintenance

Routine Maintenance

Repair

Emergency Vehicle Configuration

Fleet Inventory

Fleet Transfer & Sale



Fueling

Fuel Station Maintenance

Usage Reporting

Inspections & Service

DPW – PARKS DIVISION



Grounds Maintenance

Turf Management
Planting Beds
Herbicide Application
Pond Treatment



Shelter & Playground Maintenance

Cleaning
Inspections
Repairs



Special Events

4th of July Festival
Park & Shelter
Reservations



Athletics

Field Marking
Pre-Game Preparation
Field Repair &
Maintenance



Snow Removal

Sidewalks
Parking Lots
Building Entrances



Forestry

Planting
Pruning
Removal
Emergency Response
Condemnation

DPW – FACILITIES DIVISION



Building Repair & Maintenance

Routine Maintenance
Staff Requests
Call-In Repairs



Mechanical Systems

Preventative Maintenance
In-House Repairs
Contracted Services
Door Access Management



Custodial Services

General Cleaning
Event Set-up & Takedown



Capital Projects

Capital Planning
Department Coordination
Solicitation & Construction



Special Events

4th of July
Luncheon & Dinner Event
Set up & Takedown
Facility Reservations

CHALLENGES & GOALS



Training & Development

Standardize Required Trainings for Each Division

Organize Crew Structure to Facilitate Everyday Training Opportunities



Undocumented Procedures

Preparation of “Maintenance Manuals” for Each Division



Excessive & Redundant Data Entry

Define Reporting Requirements

Utilize Cartegraph for Task, Time, & Material Tracking

Implement Online Request Submittal



Inconsistent Workflows & Task Distribution

Utilize Cartegraph from Request Intake Through Task Completion

2024 PROJECTS – CITY HALL WINDOW REPLACEMENT & ACCESS CONTROL REPLACEMENT





2024 PROJECTS – ED BARTZ MEMORIAL & OKLAHOMA AVE CONCRETE INVERT



2024 PROJECTS - GOLF COURSE CLUBHOUSE ROOF REPLACEMENT

2025 CAPITAL PROJECTS

Library Chiller
Replacement

Fire Training Tower
Rehabilitation

Fire Station #4
Generator
Replacement

City Hall Lobby
Renovation

Fueling Station
Reconstruction

Fire Station #1
Water Service
Replacement

Library HVAC
Controls
Replacement –
Design

Fire Station #2
Roof Replacement

Public Safety
Building Generator
Replacement –
Design

Public Safety
Building Fire
Suppression System
Replacement

THANK YOU!





City Attorney Mark G. Blum
City Prosecutor Thomas G. Schmitzer

EMAIL: MGBLUM@HRBLAWFIRM.COM

December 2, 2024

Via Email Only

Ms. Rubina Medina
Mr. Greg Kessler
City of New Berlin
3805 South Casper Drive
New Berlin, WI 53151

Re: RAS for Joint Review Board Meeting on 12.12.2024

Dear Rubina & Greg:

The City intends to hold a meeting of its Joint Review Board via Zoom on December 12, 2024 at 4:30 p.m. They would like to hold this meeting via electronic means since representatives of the Technical College, the County and the New Berlin School District will also be participating in addition to representatives of the City. A Notice has been sent out regarding this meeting indicating it will be held via electronic means; however, in order to ratify that Notice, Section 6-36(c) requires the Council approve the holding of such a meeting. As a result, I would ask the enclosed RAS be included on COW and CC Agendas for December 10, 2024.

Please let me know if you have any questions or concerns.

Sincerely,

/s/ Mark G. Blum

Mark G. Blum

MGB/jb
Enc.

Cc: Mayor David Ament

REQUESTED ACTION STATEMENT

DATE: December 2, 2024

TO: Common Council/Committee of the Whole (Dec 10th Agenda)

FROM: Mark G. Blum, City Attorney

REQUESTED ACTION: Authorization for the City of New Berlin Joint Review Board to hold a meeting via electronic means on December 12, 2024 at 4:30 p.m.

FISCAL IMPACT: None.

RATIONALE: The City of New Berlin is required by Statute to hold a meeting of its Joint Review Board to review the status of the existing Tax Incremental Financing Districts in the City. The City anticipates doing this on December 12, 2024 at 4:30 p.m. Since this meeting includes representatives of Waukesha County, the New Berlin School District and the Waukesha County Technical College, it is helpful to be able to conduct the meeting via electronic means rather than have a physical, in-place meeting.

The City created Ordinance No. 2651 on June 21, 2021 to authorize virtual meetings. That Ordinance is codified in New Berlin Municipal Code Section 6-36. Subsection (c) of that Code Section provides other Boards and Commissions of the City, aside from the Committee of the Whole and the Common Council, may, upon the approval of the Council, conduct special meetings via electronic means.

Thank you for your consideration of these comments.

Respectfully Submitted,

/s/ Mark G. Blum

Mark G. Blum

RESOLUTION NUMBER 2024-24

A RESOLUTION AMENDING THE 2020 CAPITAL PROJECTS BUDGET

WHEREAS, the library did spot roof repairs to extend the life of the current roof, the remaining unspent capital borrowing can be used to replace worn carpeting which is a higher priority.

WHEREAS, It was determined that the Capital Projects Budget had to be amended to accomplish these goals.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of New Berlin that the Capital Projects Fund Budget be amended as follows:

EXPENDITURES - Increase

04058100-54030-C2020	LIBRARY – CARPET REPLACEMENT	\$ 190,000
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EXPENDITURES – Decrease

04058100-61500-C2020	LIBRARY – ROOF REPAIR	\$ 190,000
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BE IT FURTHER RESOLVED that the City Clerk is hereby directed to publish this resolution in the The Freeman within 10 days of adoption by the Common Council.

RESOLUTION ADOPTED by the New Berlin Common Council this 10th day of December 2024.

David Ament, Mayor

Countersigned:

Rubina R Medina, City Clerk

RESOLUTION NUMBER 2024-26A RESOLUTION AMENDING THE CAPITAL PROJECTS BUDGET

WHEREAS, it was determined it was in the City's best interest to transfer unspent completed park project money to accounts to fund various other park projects. The projects include Playground Equipment Upgrades, Malone Park Structure Design, and Buena Park Playground Design project close-out.

WHEREAS, It was determined that the Capital Projects Budget had to be amended to accomplish these goals.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of New Berlin that the Capital Projects Fund Budget be reallocated as follows:

From:

04252900 61126 C2020	Park Construction	\$ 10,970
04252900 61122 C2021	Lions Park Playground Construction	\$ 8,390
04252900 61219 C2021	Biwer Park Basketball Court Construction	\$ 1,523
04252900 61131 C2022	Buena Park Structure Construction	\$ 50,000
04252900 61133 C2023	Maple Ridge Park Playground Design	\$ 3,029

To:

04059100 61101 C2015	Playground Equipment Upgrades	\$ 6,004
04252900 61118 C2022	Malone Park Structure Design	\$ 66,150
04252900 61131 C2023	Buena Park Playground Design	\$ 1,758

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to publish this resolution in the New Berlin Citizen within 10 days of adoption by the Common Council.

RESOLUTION ADOPTED by the New Berlin Common Council this 10th day of December 2024.

David Ament, Mayor

Countersigned:

Rubina Medina, City Clerk



REQUESTED ACTION STATEMENT

TO: Mayor
Common Council
Plan Commission

FROM: Gregory Kessler, AICP – Director of Community Development

DATE: December 10, 2024

ISSUE: Discussion and possible action to recommend to Common Council approval of Resolution 2024-26 to amend the Capital Projects Budget.

REQUESTED: Recommend to Common Council approval of Resolution 2024-26 to amend the Capital Projects Budget.

FISCAL IMPACT: No new borrowing to accommodate this request.

From:

04252900 61126 C2020	Park Construction	\$ 10,970
04252900 61122 C2021	Lions Park Construction	\$ 8,390
04252900 61219 C2021	Biwer Park Construction	\$ 1,523
04252900 61131 C2022	Buena Park Construction	\$ 50,000
04252900 61133 C2023	Maple Ridge Park Design	\$ 3,029

To:

04059100 61101 C2015	Playground Upgrades	\$ 6,004
04252900 61118 C2022	Malone Park Design	\$ 66,150
04252900 61131 C2023	Buena Park Design	\$ 1,758

RATIONALE: This request is to reallocate the remaining balance of completed park improvement projects to projects that are still open. Completed projects include:

- Biwer Park improvements were completed in 2021.
- Lions Park improvements were completed in 2022.
- Buena Park improvements were completed in 2022.
- The design for Maple Ridge Park was completed in 2023.

There is additional design work that needs to be completed before the Malone Park project can be bid out for construction. These changes include modifying the plans to eliminate some of the planned improvements. This change eliminates the new basketball courts, the new pickleball courts, and 2 of the 3 proposed new buildings.

**CITY OF NEW BERLIN
CAPITAL IMPROVEMENT BUDGET
2025**

	2023 BUDGET	2024 BUDGET	2024 6 MONTHS	2025 DEPARTMENT PROPOSED	2025 MAYOR PROPOSED	2025 ADOPTED
GENERAL GOVERNMENT	2,200,000	1,840,000	3,307	875,000	630,000	
PUBLIC SAFETY	200,000	490,000	246,153	1,400,000	-	
WAUKESHA WATER	666,667	-	-	-	-	
PARKS	180,000	195,000	93,271	235,000	75,000	
PUBLIC WORKS	6,980,000	4,764,000	99,313	9,445,000	5,585,000	
COMMUNITY DEVELOPMENT	-	-	-	1,048,000	794,000	
PUBLIC WORKS GARAGE	-	-	-	-	-	
LIBRARY	-	-	-	-	-	-
Sub-total	10,226,667	7,289,000	442,044	13,003,000	7,084,000	-
HICKORY GROVE	-	6,827,000	-	500,000	500,000	-
MALONE PARK - PARK STRUCTURES & TRAIL	-	-	-	3,340,000	3,340,000	-
Grand Total	10,226,667	14,116,000	442,044	16,843,000	10,924,000	-

BREAKDOWN OF TOTAL BORROWING:

FUNDING SOURCE:

MALONE PARK - BOND ISSUE	3,340,000		
HICKORY GROVE BOND ISSUE	500,000		
ANNUAL CAPITAL PROJECTS - DEBT ISSUE	7,084,000		
	10,924,000		
		TAX LEVY	10,924,000
			10,924,000

CITY OF NEW BERLIN
FIVE YEAR CAPITAL IMPROVEMENT PROGRAM
2025 - 2029

	Department Requested 2025	Mayor 2025	2026	2027	2028	2029	TOTAL
<u>GENERAL GOVERNMENT</u>							
INFORMATION TECHNOLOGY	115,000	-	-	-	-	-	-
BUILDINGS & GROUNDS	760,000	630,000	2,450,000	4,010,000	1,135,000	520,000	8,745,000
Total	875,000	630,000	2,450,000	4,010,000	1,135,000	520,000	8,745,000
<u>PUBLIC SAFETY</u>							
FIRE DEPARTMENT	1,400,000	-	1,851,000	1,500,000	496,100	1,750,000	5,597,100
Total	1,400,000	-	1,851,000	1,500,000	496,100	1,750,000	5,597,100
PARKS	235,000	75,000	160,000	-	-	-	235,000
DPW GARAGE	-	-	800,000	15,000,000	-	-	15,800,000
<u>PUBLIC WORKS</u>							
STREETS - EQUIPMENT	1,460,000	1,095,000	2,205,000	960,000	945,000	640,000	5,845,000
ENGINEERING - STREETS	5,450,000	4,390,000	10,740,000	9,985,000	8,650,000	5,600,000	39,365,000
ENGINEERING - IMPROVEMENTS	2,535,000	100,000	2,865,000	645,000	520,000	335,000	4,465,000
Total	9,445,000	5,585,000	15,810,000	11,590,000	10,115,000	6,575,000	49,675,000
<u>COMMUNITY DEVELOPMENT</u>							
DCD - BUILDINGS	778,000	584,000	269,000	-	-	-	853,000
DCD - FLEET	150,000	90,000	60,000	-	-	-	150,000
COMMUNITY DEVELOPMENT	120,000	120,000	2,575,000	11,360,000	2,465,000	1,495,000	18,015,000
Total	1,048,000	794,000	2,904,000	11,360,000	2,465,000	1,495,000	19,018,000
TOTAL	13,003,000	7,084,000	23,975,000	43,460,000	14,211,100	10,340,000	99,070,100

CITY OF NEW BERLIN
FIVE YEAR CAPITAL IMPROVEMENT PROGRAM
2025 - 2029

	Department Requested 2025	Mayor 2025	2026	2027	2028	2029	TOTAL
<u>INFORMATION TECHNOLOGY</u>							
PHONE SYSTEM	115,000	-	-	-	-	-	-
	115,000	-	-	-	-	-	-
<u>BUILDINGS & GROUNDS</u>							
HVAC CONTROLS - LIBRARY	50,000	50,000	500,000	-	-	-	550,000
FIRE TRAINING TOWER	210,000	210,000	-	-	-	-	210,000
FIRE DETECTION SYSTEM - LIBRARY	40,000	-	40,000	400,000	-	-	440,000
WINDOW REPLACEMENT - FS #1	20,000	-	20,000	70,000	-	-	90,000
MAKE UP AIR UNIT - FS #4	15,000	-	100,000	-	-	-	100,000
ROOF REPLACEMENT - FIRE STATION #2	250,000	250,000	-	-	-	-	250,000
GENERATOR - SAFETY BUILDING	60,000	60,000	1,200,000	-	-	-	1,260,000
TRANSIT VAN	90,000	-	90,000	-	-	-	90,000
FIRE SUPPRESSION SYSTEM-PUBLIC SAFETY BLDG	-	60,000	-	-	-	-	60,000
MAKE UP AIR UNIT, INFRARED - FS #1	-	-	60,000	520,000	-	-	580,000
CARPET REPLACEMENT - LIBRARY	-	-	160,000	-	-	-	160,000
ROOF REPLACEMENT-LIBRARY	-	-	-	600,000	-	-	600,000
GENERATOR - LIBRARY	-	-	40,000	400,000	-	-	440,000
AIR HANDLER - LIBRARY	-	-	60,000	500,000	-	-	560,000
ELEVATOR - LIBRARY	-	-	15,000	120,000	-	-	135,000
FAÇADE IMPROVEMENTS - SAFETY BUILDING	-	-	50,000	500,000	-	-	550,000
ELEVATOR - SAFETY BUILDING	-	-	-	15,000	120,000	-	135,000
FIRE ALARM SYSTEM - SAFETY BUILDING	-	-	40,000	300,000	-	-	340,000
ROOF REPLACEMENT - FIRE STATION #3	-	-	-	-	-	400,000	400,000
HVAC CONTROLS - SAFETY BUILDING	-	-	50,000	500,000	-	-	550,000
ROOF REPLACEMENT - CITY HALL	-	-	-	-	1,000,000	-	1,000,000
ELEVATOR - CITY HALL	-	-	-	-	15,000	120,000	135,000
WESTON HOUSE - HISTORIC PARK	25,000	-	25,000	85,000	-	-	110,000
TOTAL	760,000	630,000	2,450,000	4,010,000	1,135,000	520,000	8,745,000
<u>PARKS</u>							
16' ROTARY MOWER (2)	150,000	75,000	75,000	-	-	-	150,000
TOOL CAT	85,000	-	85,000	-	-	-	85,000
TOTAL	235,000	75,000	160,000	-	-	-	235,000

CITY OF NEW BERLIN
FIVE YEAR CAPITAL IMPROVEMENT PROGRAM
2025 - 2029

	Department Requested 2025	Mayor 2025	2026	2027	2028	2029	TOTAL
STREETS - EQUIPMENT							
PLOW TRUCK - 2	590,000	300,000	890,000	610,000	620,000	640,000	3,060,000
SHOULDER BOX	90,000	90,000	-	-	-	-	90,000
ONE TON TRUCK/PLOW & SALTER	110,000	110,000	-	-	-	-	110,000
TIGER BOOM FLAIL MOWER ATTACHMENT	95,000	95,000	-	-	-	-	95,000
FUEL STATION RECONSTRUCTION	575,000	500,000	-	-	-	-	500,000
ONE TON TRUCK/ DUMPING FLATBED	-	-	90,000	-	-	-	90,000
TUB GRINDER	-	-	1,000,000	-	-	-	1,000,000
BRINE SYSTEM	-	-	225,000	-	-	-	225,000
RUBBER TIRE EXCAVATOR	-	-	-	350,000	-	-	350,000
FRONT END LOADER	-	-	-	-	325,000	-	325,000
TOTAL	1,460,000	1,095,000	2,205,000	960,000	945,000	640,000	5,845,000
ENGINEERING - STREETS							
ROADWAY REHABILITATION	3,000,000	2,000,000	3,000,000	3,000,000	3,000,000	3,000,000	14,000,000
MOORLAND ROAD - College to Grange	-	-	1,000,000	-	-	-	1,000,000
SUNNY SLOPE - Grange to College	275,000	275,000	3,500,000	-	-	-	3,775,000
GRANGE AVE - Moorland to 124th	1,100,000	1,100,000	-	6,110,000	-	-	7,210,000
SUNNY SLOPE - Greenfield to Coldspring	575,000	575,000	1,170,000	875,000	5,650,000	2,500,000	10,770,000
GREENFIELD - Brookfield Rd to 124th	-	-	-	-	-	100,000	100,000
124th STREET - Lincoln to Greenfield	-	-	740,000	-	-	-	740,000
MOORLAND ROAD - National to Greenfield	500,000	440,000	1,330,000	-	-	-	1,770,000
TOTAL	5,450,000	4,390,000	10,740,000	9,985,000	8,650,000	5,600,000	39,365,000
ENGINEERING - IMPROVEMENTS							
PEDESTRIAN LIGHT POLE MAINTENANCE	50,000	50,000	50,000	50,000	50,000	50,000	250,000
LIGHTING - National Ave	285,000	-	285,000	285,000	285,000	285,000	1,140,000
PARKING LOTS - Public Safety Bldg	1,400,000	-	1,400,000	-	-	-	1,400,000
PARKING LOTS - Malone Park Gazebo	800,000	-	800,000	-	-	-	800,000
PARKING LOTS - Valley View Park	-	-	330,000	260,000	-	-	590,000
PARKING LOTS - Calhoun Park	-	-	-	-	185,000	-	185,000
SIDEWALK REPAIR & MAINTENANCE	-	50,000	-	50,000	-	-	100,000
TOTAL	2,535,000	100,000	2,865,000	645,000	520,000	335,000	4,465,000

CITY OF NEW BERLIN
FIVE YEAR CAPITAL IMPROVEMENT PROGRAM
2025 - 2029

	Department Requested 2025	Mayor 2025	2026	2027	2028	2029	TOTAL
<u>DEPARTMENT OF COMMUNITY DEVELOPMENT</u>							
PLAYGROUND - BUENA PARK	-	-	460,000	-	-	-	460,000
PLAYGROUND - HICKORY GROVE	-	-	500,000	-	-	-	500,000
ATHLETIC COMPLEX - Phase 2	-	-	800,000	11,000,000	-	-	11,800,000
LIONS PARK - Pickleball Courts	60,000	60,000	600,000	-	-	-	660,000
PARK STRUCTURES & TRAIL - CALHOUN PARK	-	-	-	105,000	1,390,000	-	1,495,000
PARK STRUCTURES & TRAIL - GATEWOOD PARK	-	-	15,000	165,000	-	-	180,000
PARK STRUCTURES & TRAIL - MALONE PARK	-	-	-	-	-	500,000	500,000
PLAYGROUND, PARK STRUCTURES & TRAIL - VALLEY V	-	-	-	90,000	1,000,000	-	1,090,000
PLAYGROUND, PARK STRUCTURES & TRAIL - REGAL P/	-	-	-	-	40,000	530,000	570,000
PLAYGROUND - HIGH GROVE PARK	-	-	-	-	25,000	365,000	390,000
PROHEALTH CARE PARK - Trail	-	-	-	-	10,000	100,000	110,000
PARK SHELTER MAINTENANCE	60,000	60,000	-	-	-	-	60,000
SAFETY BUILDING FENCE	-	-	200,000	-	-	-	200,000
TOTAL	120,000	120,000	2,575,000	11,360,000	2,465,000	1,495,000	18,015,000
<u>DEPARTMENT OF COMMUNITY DEVELOPMENT - BUILDINGS</u>							
ARC - BIDIRECTIONAL AMPLIFIER SYSTEM	50,000	50,000	-	-	-	-	50,000
ARC - BALLISTIC FILM COATINGS	111,000	-	111,000	-	-	-	111,000
ARC - MONUMENT SIGN	-	-	75,000	-	-	-	75,000
COMMUNITY CENTER - DEMOLITION	400,000	400,000	-	-	-	-	400,000
CITY HALL - EOC	134,000	134,000	-	-	-	-	134,000
PUBLIC SAFETY BLDG - RELOCATE IMT	83,000	-	83,000	-	-	-	83,000
	778,000	584,000	269,000	-	-	-	853,000
<u>DEPARTMENT OF COMMUNITY DEVELOPMENT - FLEET</u>							
EMERGENCY MANAGEMENT - F-250 TRUCK	60,000	-	60,000	-	-	-	60,000
RECREATION TRANSIT VAN	90,000	90,000	-	-	-	-	90,000
	150,000	90,000	60,000	-	-	-	150,000
<u>DPW GARAGE</u>	-	-	800,000	15,000,000	-	-	15,800,000
<u>FIRE DEPARTMENT</u>							
AMBULANCE	-	-	451,000	-	496,100	-	947,100

PUMPER-TENDER/ENGINE	1,400,000	-	1,400,000	1,500,000	-	1,750,000	4,650,000
TOTAL	1,400,000	-	1,851,000	1,500,000	496,100	1,750,000	5,597,100

CITY OF NEW BERLIN
FIVE YEAR CAPITAL IMPROVEMENT PROGRAM
Hickory Grove Remodel & Malone Park
2025 - 2029

	Department Requested 2025	Mayor 2025	2026	2027	2028	2029	TOTAL
	-	-	-	-	-	-	-
HICKORY GROVE - Building Renovation - Phase 2	500,000	500,000	-	-	-	-	500,000
HICKORY GROVE - Building Renovation - Phase 3	-	-	-	-	200,000	4,000,000	4,200,000
PARK STRUCTURES & TRAIL - MALONE PARK	3,340,000	3,340,000	-	-	-	-	3,340,000

04251300	61477	C2024	<u>BUILDINGS & GROUNDS</u> CHILLER/CONDENSOR - LIBRARY
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