Common Council Meeting Agenda

March 25, 2025 - 6:05 PM
(Following the Committee of the Whole Meeting)
City Hall Council Chambers

Published: 3/21/2025

AGENDA

1. PRIVILEGE OF THE FLOOR
Each speaker is limited to 3 minutes. The session will conclude at 6:30 pm.

2. CALL TO ORDER, PLEDGE OF ALLEGIANCE

3. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

4. APPROVAL OF MINUTES

A. March 11th, 2025, Common Council Meeting Minutes

5. REPORTS

A. City Clerk

B. Council President

C. Mayor

6. COMMUNICATIONS

A. Mathew Matye Claim: Received by the City Clerk and forwarded to the City Attorney for review

7. PARKS, BUILDING & GROUNDS

A. Discussion and possible recommendation to the Common Council for the denial of the Temporary Easement request WI-WK-002.200 for use of the Stigler Nature Preserve.

B. Discussion and possible recommendation to the Common Council for the approval of Resolution 2025-06 Amending the 2024 Capital Projects Budget to expand card access controls at the Recycling Center, Historical Museum, and New Berlin Hills Clubhouse.

C. Discussion and possible recommendation to the Common Council for the approval of Resolution 2025-07 Amending the 2025 Capital Projects Budget for a facility needs studies to determine an improvement schedule.

8. BOARD OF PUBLIC WORKS

A. ITEM 02-25 Discussion and possible action to recommend to Common Council approval of a Two-Party Agreement for the Springdale Road Rehabilitation Project

B. ITEM 03-25 Discussion and possible action to recommend to Common Council approval of a construction contract to the lowest responsive, responsible bidder, Stark Pavement Corp., for the 2025 Roadway Rehabilitation Project in an amount of $1,648,000.00 and awarding an inspection services contract to Ruekert & Mielke, Inc. in the amount of $88,844.00.

C. ITEM 04-25 Discussion and possible action to recommend to Common Council approval of a Construction Contract to the lowest responsive, responsible bidder, *Thunder Road, LLC*, for the 2025 Roadway Maintenance Joint, Crack Cleaning & Sealing Project in an amount of $135,397.33 and awarding an inspection services contract to Ruekert & Mielke, Inc. in the amount of $19,489.00.

9. RECREATION COMMISSION

A. Discussion and possible action to recommend to the Common Council the vendor agreements with Karen Bast to provide Urban Polling programming.

B. Discussion and possible action to recommend to the Common Council the vendor agreements with Maheshwara School of Yoga for Yoga programming.

C. Discussion and possible action to recommend to the Common Council the vendor agreements with IKI Inc for Virtual Music programming.

10. SAFETY COMMISSION

A. Consideration of the adoption of Ordinance No. 2704, amending Section 261-4 of the Municipal Code of the City of New Berlin, relating to restrictions on parking within the City Right-of-Way as recommended by the RAS. The proposed amendment would restrict parking on Library Lane from Wall Street to the south on the west side, as well as between the crosswalks at the intersection of Library Lane and Wall Street.

11. MAYORAL APPOINTMENTS

A. Discussion and Possible Action to approve the Mayoral Appointments per the list as presented

12. CITY CLERK APPOINTMENTS

A. Discussion and possible action to approve the City Clerk's appointment of Ty Foren to fill a current vacancy as an alternate member of the Board of Canvassers to fulfill the current term expiring December 31, 2025

13. DEFERRED, REFERRED & TABLED ITEMS

14. ITEMS REMOVED FROM CONSENT AGENDA, if any

15. CONSENT AGENDA----------

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.

16. MINUTES

A. March 11th, 2025, Committee of the Whole Meeting Minutes

17. UTILITY & FINANCE

A. Discussion and possible action to recommend to the Common Council approval of the March 26th, 2025, Water Utility Claims in the amount of $122,523.69, Sewer Utility claims in the amount of $7,539.84 and General City claims in the amount of $1,506,203.99. Tax overpayment checks totaling $28,591.04 were also generated. US Bank EFT of $37,944.82 and We Energies EFT of $71,068.88

18. LICENSES & PERMITS

A. Discussion and possible action to recommend to the Common Council approval for a Change of Agent for FPG Krause, LLC, doing business as Krause Funeral Home, appointing Jean Davies as the new agent for the liquor licensing period ending June 30, 2025

19. MISCELLANEOUS

A. Department of Community Development (DCD) Update

B. Discussion and possible action to recommend to Common Council approval of the Requested Action Statement for the Memorandum of Understanding between the City of New Berlin and Waukesha County for the provision of damage assessment services

C. Discussion and possible action to recommend to Common Council approval of a Requested Action Statement for the Memorandum of Understanding between the City of New Berlin and Kwik Trip for the provision of fueling services to help ensure the continuation of services during a major incident within the city

D. Discussion and possible action to recommend to Common Council approval of a joint public hearing to be set for May 5, 2025, at 6:00 p.m. to be held before the Plan Commission to amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 10 and Chapter 18) for the property located at 6151 S. Moorland Road (Tax Key #: 1288.997.002) from Business Park / Industrial to Mixed-Use Residential AND rezone the property from A-1 and C-1 to Rm-1/PUD and C-1/PUD

E. Discussion and possible action to recommend to Common Council that a joint public hearing be set for May 5, 2025 at 6:01 p.m. to be held before the Plan Commission to amend the Future Land Use Map within the City's Comprehensive Plan (Chapter 10 – Land Use and Chapter 15 – "Neighborhood E" National Avenue East Corridor) for the properties located at 16200 W. National Avenue (Tax Key #: 1237.980) and Tax Key: 1237.979 from Suburban Commercial to Urban Residential and rezone from B-2 to R-4.5.

F. Discussion and possible action to recommend to Common Council approval of Resolution No. 2025-08, A Resolution amending the 2025 Capital Projects Budget to allocate funding for the Malone Park playground bathroom and the Malone Park west soccer field shelter projects, as outlined in the RAS

20. END CONSENT AGENDA----------

21. CLOSED SESSION

A. *The City Council will convene in closed session pursuant to Section 19.85(1)(g) of the Wisconsin Statutes, to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted with respect to litigation in which it is or is likely to become involved, specfically:*

B. Non-compliance Issues related to 12401-03 W. Park Avenue, owned by Mary Fitzgerald

22. RECONVENE TO OPEN SESSION

A. Discussion and possible action regarding non-compliance issues at 12401-03 W. Park Avenue, owned by Mary Fitzgerald

23. 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

March 11, 2025 - 6:05 PM
City Hall Council Chambers

MINUTES

1. PRIVILEGE OF THE FLOOR

Each speaker is limited to 3 minutes. The session will conclude at 6:30 pm.

No members of the public (or attendees) spoke during this portion of the meeting.

2. CALL TO ORDER, PLEDGE OF ALLEGIANCE

Mayor Ament called the Common Council meeting to order at 6:06 PM and led the Pledge of Allegiance.

3. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

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 Thomas Schmitzer, City Clerk Rubina R. Medina

The City Clerk confirmed that a quorum was present and that the meeting was properly posted in compliance with open meetings law.

4. APPROVAL OF MINUTES

A. February 25th, 2025, Common Council Meeting Minutes

MOTION: Motion to approve

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

5. REPORTS

A. City Clerk

City Clerk Medina stated that the Spring Election is scheduled for April 1st, and absentee ballots have been mailed to all voters with valid requests on file. In-person absentee voting begins next Tuesday. For additional information, please visit the MyVote Wisconsin website at www.myvote.wi.gov

B. Council President

No Report.

C. Mayor

No Report.

6. COMMUNICATIONS

None.

7. PLAN COMMISSION

A. KH DCD1-2500054 Zoning Code Updates.

MOTION: Motion to approve

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

8. UTILITY COMMITTEE

A. UT 06-25 Recommend to the Common Council to award the professional services contract for the 2025 flow monitoring and I/I quantification project to raSmith to assist the Utility with the 2025 Sanitary Sewer Flow Monitoring Program.

MOTION: Motion to approve

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

9. FOURTH OF JULY COMMISSION

A. Discussion and recommendation to the Common Council for approval of a contract with Area Tent for rentals and service from July 3rd through July 5th totaling $21,821.15, as approved by the 4th of July Commission on January 22nd, 2025.

MOTION: Motion to approve

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

B. Discussion and recommendation to the Common Council for approval of a contract with Chrome Fireworks in the amount of $40,000 for 4th of July Fireworks as approved by the 4th of July Commission on January 22, 2025.

MOTION: Motion to approve

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

C. Discussion and recommend to the Common Council approval of a contract with BCI Entertainment LLC in the amount of $30,000 for 4th of July Festival Drone show on July 5th 2025.

MOTION: Motion to approve

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

D. Discussion and possible action to recommend to the Common Council approval of a contract with Pat's Services, INC. in the amount of $10,645 for 4th of July Festival for portable sanitation services for July 1st-July 6th 2025.

MOTION: Motion to approve

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

10. DEFERRED, REFERRED & TABLED ITEMS

None.

11. ITEMS REMOVED FROM CONSENT AGENDA, if any

No items removed.

12. CONSENT AGENDA----------

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 the consent agenda.

VOTE: Motion by: Hopkins
Second by: La Fever
Motion 6-0

13. MINUTES

A. February 25, 2025, Committee of the Whole Meeting Minutes

14. UTILITY & FINANCE

A. Discussion and possible action to recommend to the Common Council approval of the March 12th, 2025 Water Utility claims in the amount of $24,916.03, Sewer Utility claims in the amount of $158,573.68 and General City claims in the amount of $796,409.18

15. LICENSES & PERMITS

A. Discussion and possible action to recommend to the Common Council approval for a Change of Agent for Cool Golf, LLC, doing business as Sunny Slope Golf Course, appointing Stu Bloom as the new agent for the liquor licensing period ending June 30, 2025

16. MISCELLANEOUS

A. Discussion and possible action to recommend to the Common Council approval of a Scope of Services to hire raSmith to conduct the bi-annual citywide roadway PASER evaluation in an amount not to exceed $35,700

17. END CONSENT AGENDA----------

18. CLOSED SESSION

A. *The City Council will convene in closed session pursuant to Section 19.85(1)(g) of the Wisconsin Statutes, to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted with respect to litigation in which it is or is likely to become involved, specfically:*

City Clerk Medina read the statutory basis for entering into a closed session.

MOTION: Motion to enter into a closed session at 6:22 PM

ROLL CALL VOTE: Motion by: Kroupa
Second by: Maxey
Motion 6-0

B. Klein Claim

19. RECONVENE TO OPEN SESSION

MOTION: Motion to reconvene into an open session at 6:30 PM

ROLL CALL VOTE: Motion by: Maxey
Second by: Kroupa
Motion 6-0

A. Possible discussion and action re: Klein Claim

No Motion.

20. ADJOURN

MOTION: Motion to adjourn at 6:31 PM

VOTE: Motion by: Hopkins

Second by: Maxey
Motion 6-0

Respectfully Submitted,
Rubina R. Medina, City Clerk

MOTION SHEET

TO: Common Council
Mayor Ament
Ald. La Fever

FROM: Parks, Buildings & Grounds

DATE: March 25, 2025

RE: March 10, 2025, PB&G items requiring Common Council action

A.	ITEM: **2025-293** Discussion and possible recommendation to the Common Council for the denial of the Temporary Easement request WI-WK-002.200 for use of the Stigler Nature Preserve.
Council Motion:	
	This item was considered at the PB&G meeting on March 10, 2025. It was recommended to the Common Council by a unanimous vote. I do hereby make a motion to recommend the Common Council to approve the denial of the Temporary Easement request WI-WK-002.200 for use of the Stigler Nature Preserve.

B.	ITEM: **2025-320** Discussion and possible recommendation to the Common Council for the approval of Resolution 2025-06 Amending the 2024 Capital Projects Budget to expand card access controls at the Recycling Center, Historical Museum, and New Berlin Hills Clubhouse.
Council Motion:	
	This item was considered at the PB&G meeting on March 10, 2025. It was recommended to the Common Council by a unanimous vote. I do hereby make a motion to recommend the Common Council to approve Resolution 2025-06 Amending the 2024 Capital Projects Budget to expand card access controls at the Recycling Center, Historical Museum, and New Berlin Hills Club House.

B.	ITEM: **2025-321** Discussion and possible recommendation to the Common Council for the approval of Resolution 2025-07 Amending the 2025 Capital Projects Budget for a facility needs studies to determine an improvement schedule.
Council Motion:	
	This item was considered at the PB&G meeting on March 10, 2025. It was recommended to the Common Council by a unanimous vote. I do hereby make a motion to recommend the Common Council to approve Resolution 2025-07 Amending the 2025 Capital Projects Budget for a facility needs study to determine an improvement schedule.

City of New Berlin

City of New Berlin

3805 South Casper Drive • New Berlin, Wisconsin 53151-0921 • (262) 786-8610 • Fax (262) 786-6121 • www.newberlin.org

REQUESTED ACTION STATEMENT

DATE: February 20, 2025

TO: Mayor
Common Council
Parks, Buildings and Grounds Commission

FROM: Tamara Simonson – City Engineer

ISSUE: TC Energy/ANR Pipeline Company Pipe Replacement, Temporary Easement Request.

REQUESTED:

Recommend to the Common Council the denial of the Temporary Easement request WI-WK-002.200 for use of the Stigler Nature Preserve.

FISCAL IMPACT: N/A

FINDINGS:

1. Project includes replacement of 1.4 miles of existing 18-inch and 22-inch diameter Line 301 pipe with 30—inch diameter pipe.
2. Construction is expected to begin in August 2026 for any clearing. Mainline construction in the Spring of 2027.
3. The area shown on Exhibit A for use as additional temporary workspace contains high quality, old growth trees which this nature preserve was established to protect.

TEMPORARY EASEMENT
Tract Number: WI-WK-002.200

THIS TEMPORARY EASEMENT (this "**Agreement**"), is made as of this _____ day of _____, 20____, by and between **City of New Berlin, a municipal corporation**, whose address is 3805 S CASPER DR, New Berlin, WI 53151 (whether one or more, the "**Grantor**"), and **ANR Pipeline Company**, a Delaware corporation, whose address is 700 Louisiana Street, Ste. 700, Houston, Texas 77002 (the "**Grantee**"). Grantor and Grantee are hereinafter sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

After recording return to:
Ohio Valley Acquisition, LLC
210 N. Walkup Ave.
Crystal Lake, IL 60014

Parcel No. NBC 1185999002

WHEREAS, Grantor is the present owner of certain real property being described in that certain Guardian's Deed, dated 6/21/1994, from Thomas Stigler, as Guardian of Harold Stigler to City of New Berlin, a municipal corporation recorded in the Register of Deeds Office for Waukesha County, Wisconsin in Document No. 1974622, Warranty Deed, dated 6/21/1994, from Mildred Leair, Dorothy Casper, Lawrence Stigler, Regina Honeyager, Isabelle Honeyager, Frederick Stigler, Thomas Stigler, Donald Stigler, Anthony Stigler, Richard Stigler and James Stigler to City of New Berlin, a municipal corporation recorded in the Register of Deeds Office for Waukesha County, Wisconsin in Document No. 1974623, identified as parcel number NBC 1185999002, being more particularly described as Parcel A: That part of the Northeast 1/4 of Section 9, in Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin, bounded and described as follows, to-wit: Commencing at the Northeast corner of said 1/4 Section; running thence South on the Section line 84.60 rods; thence West 75.65 rods; thence North 84.60 rods; thence East 75.65 rods to the place of beginning. EXCEPTING THEREFROM that part thereof conveyed to Orrin W. Barker and Rachel L. Barker, his wife, by Warranty Deed dated May 15, 1941 and recorded May 19, 1941 in Volume 303 of Deeds, Page 565, as Document No. 240732. ALSO EXCEPTING THEREFROM that part conveyed to Ory Defferding and Irma Defferding, his wife, or the survivor, by Warranty Deed dated July 5, 1941 and recorded July 14, 1941 in Volume 306 of Deeds, Page 544, as Document No. 242050. ALSO EXCEPTING THEREFROM that part conveyed to City of New Berlin, a Municipal Corporation, by Warranty Deed dated June 15, 1968 and recorded June 21, 1968 in Volume 1126 of Deeds, Page 600, as Document No. 715923. ALSO EXCEPTING THEREFROM that part thereof conveyed to the City of New Berlin, a Municipal Corporation, by Warranty Deed dated October 3, 1970 and recorded December 14, 1970 in Volume 1213 of Deeds, Page 87, as Document 774948. PARCEL B: That fractional part of the Northeast 1/4 of Section 9, in Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the Southwest corner of said 1/4 Section; thence North on the West line of said 1/4 Section 81 rods and 3 feet; thence East 80 rods and 7 feet; thence South 5-1/5 rods; thence East 76.65 rods more or less to the East line of said Section; thence South on the East line of said 1/4 Section 75 rods and 12 feet, more or less to the South line of said Section; thence West on the South line of said 1/4 Section to the place of beginning. EXCEPTING THEREFROM those lands described as: Certified Survey Map recorded November 20, 1968 in Volume 6 of Certified Survey Maps on Pages 109, 110, and 111, as Document No. 727219, being part of the Northeast 1/4 of Section 9, in Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin. ALSO EXCEPTING THEREFROM that part thereof conveyed to City of New Berlin, a Municipal Corporation, by Warranty Deed dated June 15, 1968 and recorded June 21, 1968 in Volume 1126 of Deeds, Page 600, as Document No. 715923. ALSO EXCEPTING THEREFROM those lands described a Certified Survey Map recorded December 6, 1989 in Volume 49 of Certified Survey Maps on Pages 280, 281, and 282, as Document No. 1568206, being a part of the Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and being a Redivision of Outlot 1 of Certified Survey Map No. 5350, all in Section 9, in Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, Wisconsin. ALSO EXCEPTING THEREFROM

those lands described in Certified Survey Map No. 6227, being a redivision of Lot 3 in Certified Survey Map No. 6045, being a part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 9, in Township 6 North, Range 20 East, in the City of New Berlin, Waukesha County, WI. ALSO EXCEPTING FROM PARCELS A AND B the following Parcels: All those lands described in Certified Survey Map No. 4365, recorded July 21, 1983 in Volume 34 of Certified Survey Maps on Pages 295, 296, and 297, as Document No. 1222083. ALSO EXCEPTING all of Certified Survey Map No. 4715, recorded May 15, 1985 in Volume 38 of Certified Survey Maps on Pages 87, 88, and 89, as Document No. 1396063. ALSO EXCEPTING those lands conveyed in Personal Representative's Deed dated February 11, 1988 and recorded April 7, 1988 in Reel 987, Image 900, as Document No. 1473741. (the "**Property**"); and

WHEREAS, Grantee desires the right to use that certain Temporary Easement Area (as defined below) in connection with the construction on, over, under, across and/or through Grantor's Property (the "**Project**"), in the area more particularly described in Exhibit A attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and promises contained herein, the Parties hereto, intending to be legally bound, hereby promise and agree as follows:

1. **Grant of Temporary Easement**. Grantor, for itself, its heirs, executors, administrators, successors and assigns, hereby grants, sells and conveys to Grantee, for itself, its employees, agents, contractors, subcontractors, successors and assigns the exclusive right, liberty, privilege and easement to use that portion of Grantor's Property described and/or depicted in Exhibit A as "Temporary Workspace", "Additional Temporary Workspace" and/or "Staging Area" (collectively, the "**Temporary Easement Area**") for all purposes associated with the original construction of the Project, including, without limitation, preparation for, construction of, and Grantee's reclamation, mitigation and restoration activities related to, the Project. Grantor hereby agrees that Grantee's rights hereunder include, without limitation, the right to move, park and store vehicles, materials, supplies, equipment, and construction spoil within the Temporary Easement Area. Grantee shall also have all rights and privileges necessary or convenient for the full use of the rights herein granted, including, without limitation reasonably necessary rights of access, ingress and egress to the Temporary Easement Area over and across the Grantor's Property and any adjoining land owned by Grantor, and Grantor hereby agrees that Grantee's rights hereunder include, without limitation, the right to open, construct, improve, repair, maintain and use a new and/or existing road for ingress and egress. This is an easement only and not a conveyance as defined by sec. 77.21(1), Wis. Stats.

2. **Restoration**. At such time as Grantee no longer requires the use of the Temporary Easement Area for the purposes set forth herein, Grantee shall restore the area disturbed by Grantee's construction activities as near as practicable to its condition immediately prior to Grantee's use. In the instance of any claims of damage to Grantor's land or property, Grantor agrees to provide reasonable access to Grantee so that necessary repair, reclamation, or restoration work can be performed.

3. **Location**. Grantor and Grantee acknowledge that the actual location of the Temporary Easement Area may change because of engineering and/or other site or construction related factors. In such event, Grantor agrees to execute and deliver to Grantee any additional documents needed to correct the legal description of the Temporary Easement Area to conform to the actual location of the Temporary Easement Area. If such documents are required, they will be prepared by Grantee at Grantee's expense.

4. **Term**. This Temporary Easement shall commence on the date of this Agreement and terminate upon completion of the original construction of the Project, including, without limitation, completion of Grantee's reclamation, mitigation, and/or construction activities for the Project.

5. **Further Assurances**. Grantor shall execute and deliver such further instruments and take such other actions as may be reasonably requested by Grantee from time to time to effectuate, confirm or perfect the terms and intent of this Agreement and the rights granted to Grantee hereunder, including but not limited to joining in the execution of any and all governmental applications, authorizations, licenses, documents and title curative instruments.

6. **Additional Rights**. In addition to the rights granted herein, should restoration be required on the Property outside the easement granted herein as a result of Grantee's use of the Temporary Easement Area, Grantee shall have the right to take all actions necessary to complete such restoration and such actions shall not constitute a trespass. Unless already covered by a mutually agreed upon Supplemental Agreement and/or Release, Grantee shall pay Grantor the same price per acre that Grantee paid Grantor for the Temporary Easement Area.

7. **Successors and Assigns**. This Agreement and the covenants and agreements contained herein are covenants running with the land, shall be assignable in whole or in part, and shall be binding on and shall inure to the benefit of the Parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives. In the event Grantor intends to sell or transfer the Property prior to the termination of this Agreement, Grantor shall make any such transaction subject to this Agreement. Grantor agrees that Grantee shall have the right, but not the obligation, to record this Agreement at Grantee's sole cost and expense.

8. **Severability**. In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between the Parties hereto covering the subject matter hereof.

9. **Entire Agreement; Modification**. This Agreement and any exhibits attached hereto, and incorporating any mutually agreed upon Supplemental Agreement and/or Release, constitutes the full and entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements, representations or understandings pertaining thereto. This Agreement may be modified or amended only by a written agreement signed by each of the Parties hereto.

10. **Governing Law**. This Agreement shall be governed by the laws of the State in which the Property is located, without regard to conflicts laws or choice of law rules thereof.

11. **Arbitration**. Any dispute or claim arising out of or relating to this Agreement, or any Supplemental Agreement and/or Release, or the breach thereof, shall be resolved by three disinterested arbitrators, one to be appointed by the Grantor, one by the Grantee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive. The cost of such arbitration will be borne equally by the parties.

12. **Joint Efforts**. The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one or the other as a result of the preparation, submittal, recording, or other event of negotiation, drafting or execution hereof.

13. **Authority**. Each Party and signatory to this Agreement represents and warrants to the other Party that it has full power, authority and legal rights, and has obtained all approvals necessary, to execute, deliver and perform this Agreement. Grantor binds itself, its heirs, successors, assigns, executors, administrators, and legal representatives to warrant and forever defend the interests and rights conveyed

herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claims the same or any part thereof.

14. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

WITNESS: _____

GRANTOR:

City of New Berlin, a municipal corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT OF GRANTOR

State of _____)
)SS
County of _____)

I, the undersigned, a Notary Public in and for said County, in the aforesaid State, DO HEREBY CERTIFY that _____ personally known to me to be the _____ of **City of New Berlin, a municipal corporation**, and to be the same individual whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that in such capacity he/she signed, sealed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2024.

[SEAL]

_____
Notary Public

Print Name: _____

My Commission Expires: _____

WITNESS: _____

GRANTEE:

ANR Pipeline Company,
a Delaware corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT OF GRANTEE

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared _____, who acknowledged themself to be the _____ of **ANR Pipeline Company**, a Delaware corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this _____ day of _____, 2024.

[SEAL]

_____
Notary Public

Print Name: _____

My Commission Expires: _____

WITNESS: _____

GRANTEE:

ANR Pipeline Company,
a Delaware corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT OF GRANTEE

STATE OF _____,

COUNTY OF _____, to-wit:

Before me, the undersigned officer, personally appeared _____, who acknowledged themself to be the _____ of **ANR Pipeline Company**, a Delaware corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this _____ day of _____, 2024.

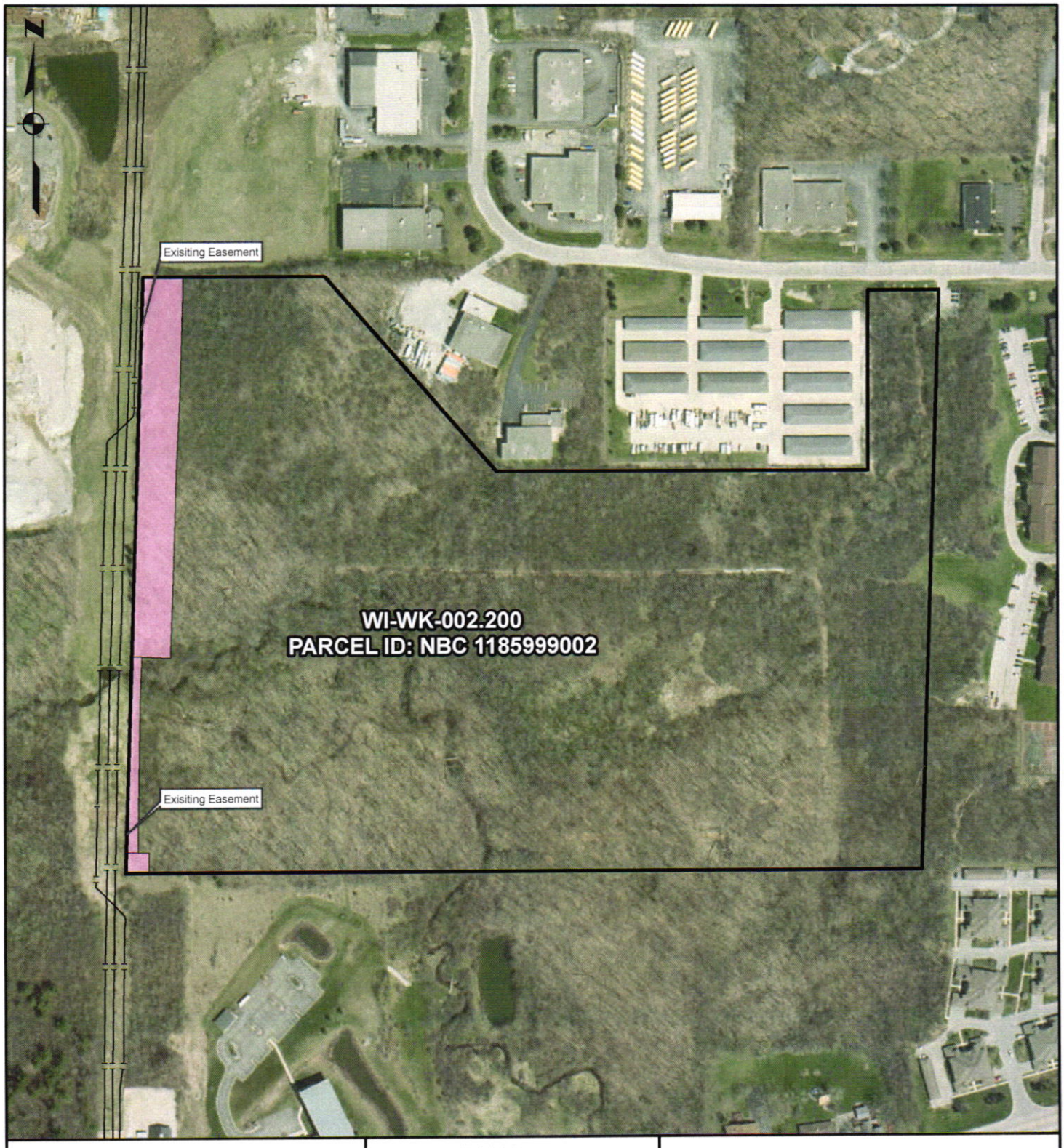
[SEAL]

_____
Notary Public

Print Name: _____

My Commission Expires: _____

This instrument was prepared by:
Shana Sutter
Ohio Valley Acquisition, LLC
210 N. Walkup Ave.
Crystal Lake, IL 60014



LEGEND

PROPOSED PIPELINE	0 FT
TEMPORARY ACCESS ROAD	0 AC
EXISTING EASEMENT	0.005 AC
TEMPORARY WORKSPACE	0 AC
ADDL TEMP WORKSPACE	2.009 AC
PROPOSED FENCE	0 AC
PROPERTY BOUNDARY	
EXISTING PIPELINES	

Exhibit A

NOTES
1. EXHIBIT PROVIDED FOR GENERAL DISCUSSION PURPOSES ONLY AND IS NOT ISSUED FOR RECORDING.
2. EXHIBIT IS NOT A SURVEY PRODUCT
3. EXHIBIT SHOULD NOT BE USED FOR AUTHORITATIVE DEFINITION OF LEGAL BOUNDARY OR PROPERTY TITLE

0 300 600

GRAPHIC SCALE IN FEET

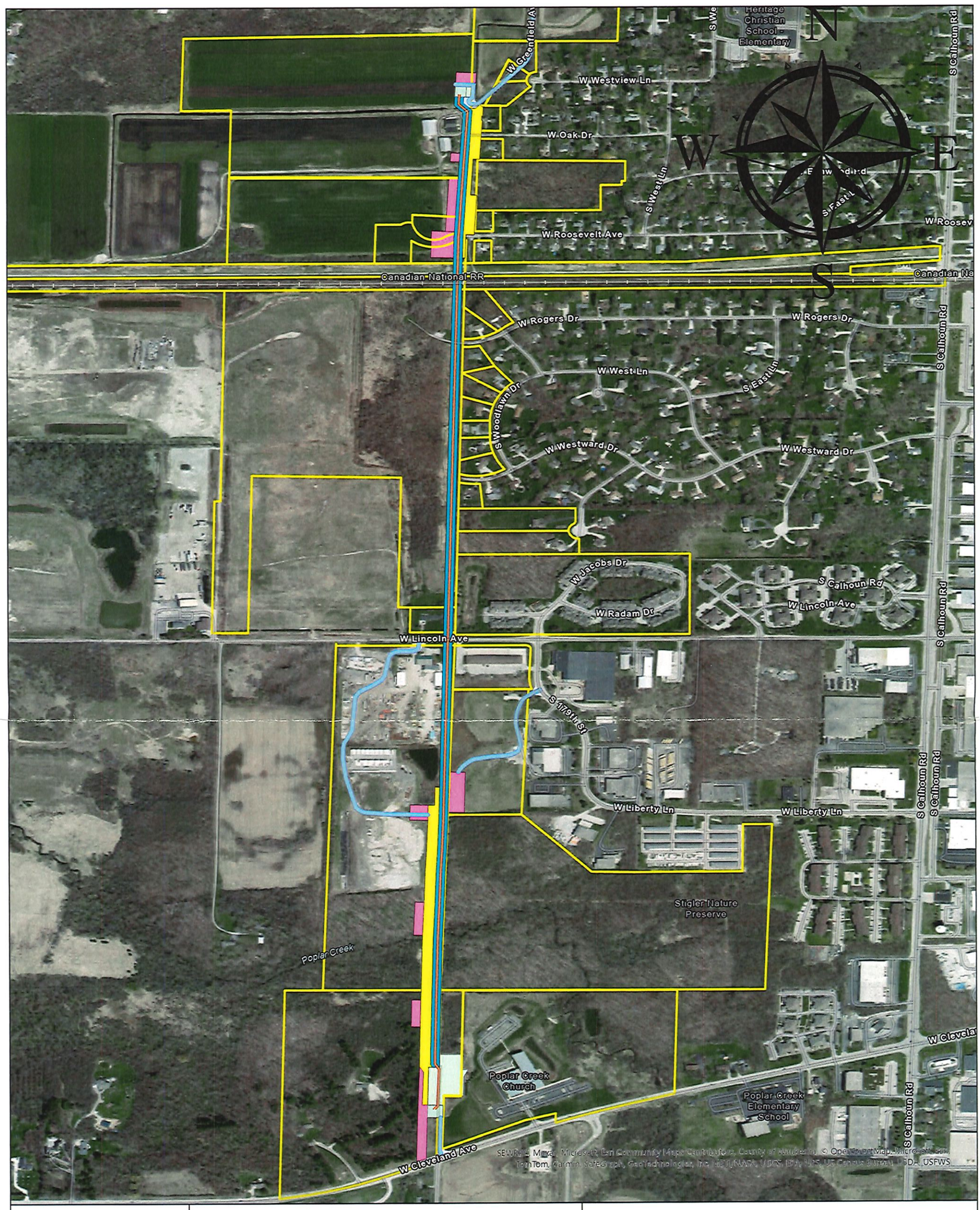
ANR PIPELINE COMPANY

WI-WK-002.200

PARCEL ID: NBC 1185999002

WAUKESHA COUNTY, WISCONSIN

DRAWN BY: TRC 11/20/2024	SCALE: 1 " = 300 '	REV NO. A
CHECKED BY: JEW 11/18/2024		
DRAWING NUMBER M.002443-AHP-TRC-A-EXBT-0353		SHEET 01 of 01



Legend

- Centerline
- Access Roads
- MLV-LR-Tieins
- Temporary workspace
- Permanent Easement
- Parcel Lines
- Facility
- ATWS
- Access Rd Workspace

Preliminary

Wakashaw County
New Berlin Township

TC Enerrgy
Heartland Project
30" Installation

0 0.06 0.12 0.23 0.35 0.46 Miles

STATE OF WISCONSIN **WAUKESHA COUNTY** **CITY OF NEW BERLIN**

RESOLUTION NUMBER 2025-06

A RESOLUTION AMENDING THE 2025 CAPITAL PROJECTS BUDGET

WHEREAS, the City is desirous to expand card access controls at the Recycling Center, Historical Museum, and New Berlin Hills Clubhouse. The requested funds are from budget accounts for projects that have been completed under budget and may be transferred. appropriated for projects that may be deferred to perform a comprehensive analysis of the facility.

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

04251300 61411 C2024	Card Access Upgrades	$69,500

EXPENDITURES - Decrease

04251300 61414 C2023	Roof Replacement – Safety Building	$ 34,000
04251300 61414 C2024	Roof Replacement – Golf Course	$ 35,500

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 25th day of March 2025.

_____

David Ament, Mayor

Countersigned:

_____

Rubina R Medina, City Clerk

City of New Berlin

3805 South Casper Drive • New Berlin, Wisconsin 53151-0921 • (262) 786-8610 • Fax (262) 786-6121 • www.newberlin.org

REQUESTED ACTION STATEMENT

DATE: February 21, 2025

TO: Mayor
Common Council
Parks, Buildings, & Grounds Commission

FROM: Lucas Pichler – Director of Public Works

ISSUE: Resolution Amending the 2024 Capital Projects Budget

REQUESTED:

Recommend to Common Council to approve Resolution 2025-06 Amending the 2024 Capital Projects Budget.

FISCAL IMPACT:

Funding Source:

	EXPENDITURES - Increase	
04251300 61411 C2024	Card Access Upgrades	$69,500
	EXPENDITURES - Decrease	
04251300 61414 C2023	Roof Replacement – Safety Building	$ 34,000
04251300 61414 C2024	Roof Replacement – Golf Course	$ 35,500

RATIONALE:

The roof replacement projects at both the Safety Building and the New Berlin Hills Golf Course have been completed and their accounts contain residual funds. The Department desires to install a card-activated gate at the Recycling Center and replace mechanical locks on doors within the New Berlin Historical Museum and the New Berlin Hills Clubhouse with card activated locks. Transferring these residual funds will allow the City to complete these projects without the need for additional borrowing.

STATE OF WISCONSIN **WAUKESHA COUNTY** **CITY OF NEW BERLIN**

RESOLUTION NUMBER 2025-07

A RESOLUTION AMENDING THE 2025 CAPITAL PROJECTS BUDGET

WHEREAS, the City is desirous to perform a facility needs studies to determine an improvement schedule. The requested funds are from budget accounts appropriated for projects that may be deferred to perform a comprehensive analysis of the facility.

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

04251300-61605-C2025	Facilities Plan	$110,000

EXPENDITURES - Decrease

04251300 61477 C2025	HVAC Controls - Library	$ 50,000
04251300 61514 C2025	Generator – Safety Building	$ 60,000

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 25th day of March 2025.

_____

David Ament, Mayor

Countersigned:

_____

Rubina R Medina, City Clerk

City of New Berlin

3805 South Casper Drive • New Berlin, Wisconsin 53151-0921 • (262) 786-8610 • Fax (262) 786-6121 • www.newberlin.org

REQUESTED ACTION STATEMENT

DATE: February 10, 2025

TO: Mayor
Common Council
Parks, Buildings, & Grounds Commission

FROM: Lucas Pichler – Director of Public Works

ISSUE: Resolution Amending the 2025 Capital Projects Budget

REQUESTED:

Recommend to Common Council to approve Resolution 2025-07 Amending the 2025 Capital Projects Budget.

FISCAL IMPACT:

Funding Source:

	EXPENDITURES - Increase	
04251300-61605-C2025	Facilities Study	$110,000
	EXPENDITURES - Decrease	
04251300 61477 C2025	HVAC Controls - Library	$ 50,000
04251300 61514 C2025	Generator – Safety Building	$ 60,000

RATIONALE:

As part of the DPW – Facilities Division 2025 CIP Budget Request, funds were allocated the design of a generator replacement at the Public Safety Building and the design of HVAC controls replacement at the New Berlin Public Library. As the Department began work on these projects, we found that work on these projects will impact other facility mechanical components that also are in need of repair.

Currently facility CIP projects are selected by known issues within mechanical systems, and by requests submitted by the occupying department. Selecting projects in this method results in projects that address only one component of the mechanical system, without addressing unknown or unreported issues with related mechanical equipment. It also does not consider future improvements requested by other

departments, or operational changes within the department that affect the facility. This then creates additional projects with additional disruption and cost.

The Department would like to reallocate the design funds awarded to the Generator Replacement and HVAC Controls projects to new accounts which would provide for comprehensive studies for each the New Berlin Public Library and the Public Safety Building. If approved, the Department will hire a consultant to perform a comprehensive study of the facility needs, including mechanical systems, structural issues, and the needs of the occupying department. The study would then provide a plan that the Department will follow for future CIP budget requests and to complete facility improvement projects in a logical and cost-effective method.

By preparing a facility improvement plan for each of these facilities, the Department would be able to more accurately budget and plan for repairs. With this plan the Department would also be able to reduce redundant or conflicting work and would reduce disruption to the employees within the facility. The reduction of redundant or conflicting work will result in both cost and time savings.

The City has previously performed facilities studies, such as for City Hall. The study performed at City Hall identified a comprehensive summary of defects in the facility and provided a roadmap and justification for projects that resulted in over 10 years of projects to complete. By having a study in hand identifying the defects, the Council is provided the justification for each project within a facility.

Going forward, the Department is creating an asset inventory in the City's asset management system, Cartegraph. Maintenance on any facility will be logged against the facility's components. The asset management system will then allow the Department to use historical maintenance records, along with these studies, to prioritize future facility projects and provide necessary justification to the Council.

MOTION SHEET

TO: Common Council
Mayor Ament
Ald. Horbinski

FROM: Board of Public Works

DATE: March 25, 2025

RE: March 17, 2025, BPW items requiring Common Council action

A.	ITEM 02-25 Discussion and possible action to recommend to Common Council approval of a Two-Party Agreement for the Springdale Road Rehabilitation Project
Council Motion:	
	This item was considered at the BPW meeting on March 17, 2025. It was recommended to the Common Council by a unanimous vote. I do hereby make a motion to recommend to the Common Council the approval of the Two-Party Agreement for Rehabilitation of Springdale Road from CTH D (Cleveland Avenue) to STH 59 (Greenfield Avenue) subject to final review as to form by the City Attorney.

B.	ITEM 03-25 Discussion and possible action to recommend to Common Council approval of a construction contract to the lowest responsive, responsible bidder, Stark Pavement Corp., for the 2025 Roadway Rehabilitation Project in an amount of $1,648,000.00 and awarding an inspection services contract to Ruekert & Mielke, Inc. in the amount of $88,844.00.
Council Motion:	
	This item was considered at the BPW meeting on March 17, 2025. It was recommended to the Common Council by a unanimous vote. I do hereby make a motion to recommend to the Common Council the awarding of a construction contract to the lowest responsive, responsible bidder, Stark Pavement Corp., for the 2025 Roadway Rehabilitation Project in an amount of $1,648,000.00 and awarding an inspection services contract to Ruekert & Mielke, Inc. in the amount of $88,844.00. With inspection and contingencies, the not-to-exceed total project cost for Roadway Rehabilitation is $1,850,000.00 from accounts 04251100 59040 C2025, 10-173020 and an intergovernmental cost share with the Village of Waukesha.

C.	ITEM 04-25 Discussion and possible action to recommend to Common Council approval of a Construction Contract to the lowest responsive, responsible bidder, *Thunder Road, LLC*, for the 2025 Roadway Maintenance Joint, Crack Cleaning & Sealing Project in an amount of $135,397.33 and awarding an inspection services contract to Ruekert & Mielke, Inc. in the amount of $19,489.00.
Council Motion:	
	This item was considered at the BPW meeting on March 17, 2025. It was recommended to the Common Council by a unanimous vote the awarding of a Construction Contract to the lowest responsive, responsible bidder, Thunder Road, LLC, for the 2025 Roadway Maintenance Joint, Crack Cleaning & Sealing Project in an amount of $135,397.33 and awarding an inspection services contract to Ruekert & Mielke, Inc. in the amount of $19,489.00. With contingencies and inspection the not-to-exceed Total Project Costs are $164,000.00 from account 15110029 59040.

STAFF REPORT
EXECUTIVE SUMMARY

APPLICANT/PROJECT:	**Village of Waukesha/City of New Berlin/Springdale Road Rehabilitation**
LOCATION:	**From CTH D (Cleveland Avenue) to STH 59 (Greenfield Avenue)**
REQUEST:	**Approval of a Two-Party Agreement for the Springdale Road Rehabilitation Project**
DCD RECOMMENDATION:	**Approval of the Two-Party Agreement for Rehabilitation of Springdale Road from CTH D (Cleveland Avenue) to STH 59 (Greenfield Avenue) subject to final review as to form by the City Attorney.**

1. **General:**
   a. **The City of New Berlin will be rehabilitating Springdale Road from CTH D (Cleveland Avenue) to STH 59 (Greenfield Avenue) in 2025 as part of the 2025 Roadway Rehabilitation Project.**
   b. **An Intergovernmental Agreement dated March 13, 2025 between the City of New Berlin and the Village of Waukesha will split the cost of the work 50/50.**
   c. **The Agreement will be brought before the Village of Waukesha Joint Plan Commission and Village Board on March 13, 2025 for approval.**

<u>DETAILS IN ATTACHED STAFF REPORT</u>

CITY OF NEW BERLIN
DEPARTMENT OF COMMUNITY DEVELOPMENT
BOARD OF PUBLIC WORKS STAFF REPORT

Meeting of March 17, 2025

Village of Waukesha / City of New Berlin
Springdale Road

DATE STAFF REPORT CREATED: March 11, 2025

NAME OF PROJECT: Springdale Road Rehabilitation

PROJECT LIMITS: CTH D (Cleveland Avenue) to STH 59 (Greenfield Avenue)

TYPE OF PROJECT: Rehabilitation

CONSTRUCTION DATE: 2025

SUMMARY OF CITY INFRASTRUCTURE COSTS:

Roadway: Full depth pulverize and repaving, shouldering, culvert replacement and pavement marking.

ESTIMATED AMOUNT OF COST SHARE: $245,100.00

DCD RECOMMENDATION: **Approval of the Two-Party Agreement for Rehabilitation of Springdale Road from CTH D (Cleveland Avenue) to STH 59 (Greenfield Avenue) subject to final review as to form by the City Attorney.**

SEE EXECUTIVE SUMMARY.

Attachments:
Two-Party Agreement
Cost Estimate

2025 Road Rehabilitation - Springdale Rd.

3/5/2025

					Urban	Urban								
			Segment ID		1175-01	1178-03								
			Street Name		Springdale Rd	Springdale Rd								
			Treatment		Full Depth	Full Depth								
		Estimated	*CAD Area*		91999	27664		**Estimated**	**Bid**	**Bid**	**Bid**	**Constructed**	**Final Total**
Bid Item	**Description**	**Unit Cost**	**Unit**		**Quantity**	**Quantity**	**Total Quantity**	**Cost**	**Quantity**	**Unit Cost**	**Total**	**Quanitity**	
1	Tack Coat	$ 4.40	GAL		511.0	154.0	665.0	$ 2,926.00	665.0	$ 2.85	$ 1,895.25		
2	Butt Joints	$ 5.10	LF		0.0	0.0	0.0	$ -	0.0	$ 0.01	$ -		
3	Saw Cutting Pavement	$ 1.93	LF		1014.0	160.0	1174.0	$ 2,265.82	1174.0	$ 1.91	$ 2,242.34		
4	Common Excavation	$ 15.30	CY		1124.0	338.0	1462.0	$ 22,368.60	1462.0	$ 12.00	$ 17,544.00		
5	Pulverize & Relay	$ 1.85	SY		10222.0	3074.0	13296.0	$ 24,597.60	13296.0	$ 1.61	$ 21,406.56		
6	Remove Asphaltic Pavement by Milling, 2.5-Inch	$ 2.07	SY		0.0	0.0	0.0	$ -	0.0	$ 2.39	$ -		
7	Base Repair	$ 60.18	CY		409.0	123.0	532.0	$ 32,015.76	532.0	$ 69.70	$ 37,080.40		
8	Manhole Adjustment, Cast Iron Paving Rings	$ 280.68	EACH		0.0	0.0	0.0	$ -	0.0	$ 230.00	$ -		
9	Water Valve or Water Box Adjustment	$ 105.35	EACH		0.0	0.0	0.0	$ -	0.0	$ 300.00	$ -		
10	Remove & Replace Concrete Curb & Gutter	$ 74.78	LF		0.0	0.0	0.0	$ -	0.0	$ 59.75	$ -		
11	Asphalt Surface, 4 LT 58-28 S, 2-Inch	$ 69.00	TON		1234.3	371.2	1605.5	$ 110,778.02	1605.5	$ 72.00	$ 115,594.46		
12	Asphalt Surface, 4 LT 58-28 S, 2.5-Inch	$ 69.00	TON		0.0	0.0	0.0	$ -	0.0	$ 72.00	$ -		
13	Asphalt Binder, 3 LT 58-28 S, 3-Inch	$ 64.76	TON		1939.6	583.2	2522.9	$ 163,382.67	2522.9	$ 70.00	$ 176,602.64		
14	Asphalt Binder, Base Patch (<8-Feet Width), 3 LT 58-28 S, 3-Inch	$ 15.32	SY		613.3	184.4	797.8	$ 12,221.58	797.8	$ 14.93	$ 11,910.46		
15	Asphalt Binder, Base Patch (>=8-Feet Width), 3 LT 58-28 S, 3-Inch	$ 13.26	SY		613.3	184.4	797.8	$ 10,578.21	797.8	$ 13.10	$ 10,450.57		
16	Shouldering, Reclaimed Asphalt Pavement, 3/4" Dense	$ 43.00	TON		70.3	21.1	91.4	$ 3,930.60	91.4	$ 48.00	$ 4,387.64		
17	Shoulder Restoration, Topsoil, Fertilizer, Seed, Matting, Watering	$ 6.68	LF		1150.0	346.0	1496.0	$ 9,993.28	1496.0	$ 2.97	$ 4,443.12		
18	Storm Inlet Repair, Tuck Point and Casting Adjustment	$ 735.00	EACH		0.0	0.0	0.0	$ -	0.0	$ 300.00	$ -		
19	Storm Inlet Repair, Top Rebuild	$ 854.00	EACH		0.0	0.0	0.0	$ -	0.0	$ 1,300.00	$ -		
20	Storm Sewer, CMP Replacemnet, 15-Inch	$ -	LF		0.0	0.0	0.0	$ -	32.0	$ 115.00	$ 3,680.00		
21	Storm Sewer, CMPA Replacement, 13x17-Inch	$ -	LF		0.0	0.0	0.0	$ -	42.0	$ 135.00	$ 5,670.00		
22	Storm Sewer, CMPA Replacement, 18x24-Inch	$ -	LF		0.0	0.0	0.0	$ -	46.0	$ 142.00	$ 6,532.00		
23	Flared End Sections	$ -	EACH		0.0	0.0	0.0	$ -	6.0	$ 700.00	$ 4,200.00		
24	Pavement Marking, Epoxy, 4-Inch Solid, White	$ 0.62	LF		7253	2098	9351.0	$ 5,797.62	9351	$ 0.70	$ 6,545.70		
25	Pavement Marking, Epoxy, 4-Inch Solid, Yellow	$ 0.72	LF		6639	512	7151.0	$ 5,148.72	7151	$ 0.70	$ 5,005.70		
26	Pavement Marking, Epoxy, 4-Inch, Skip Dash, Yellow	$ 0.72	LF		957	945	1902.0	$ 1,369.44	1902	$ 0.70	$ 1,331.40		
27	Pavement Marking, Epoxy, 18-Inch, Stop Bar, White	$ 17.51	LF		40	0	40.0	$ 700.40	40	$ 18.00	$ 720.00		
28	Traffic Control	$ 40,000.00	LUMP SUM		0.1	0.0	0.1	$ 2,500.00	0.1	$ 6,810.91	$ 425.68		

Total (Base Bid):	$ 410,574.32	$ 437,667.92
Contingencies (5%)	$ 20,528.72	$ 21,883.40
Inspection (7%)	$ 28,740.20	$ 30,636.75
Total:	$ 459,843.24	$ 490,188.07
50/50 Cost	**$ 229,921.62**	**$ 245,094.04**

AGREEMENT
(Regarding Improvement of Springdale Rd.)

THIS AGREEMENT made by and between the **CITY OF NEW BERLIN**, a Wisconsin municipal corporation with principal offices at 3805 S. Casper Drive, New Berlin, Wisconsin (hereinafter referred to as "New Berlin") and the **VILLAGE OF WAUKESHA,** a Wisconsin municipal corporation with principal offices at W250 S3567 Center Road, Waukesha, Wisconsin (hereinafter referred to as "Waukesha").

RECITALS:

WHEREAS, the center line of South Springdale Road from West Greenfield Avenue to West Cleveland Avenue is part of the jurisdictional boundary between New Berlin and Waukesha; and,

WHEREAS, it is in the public interest that South Springdale Road be improved; and,

WHEREAS, New Berlin and Waukesha have agreed to cooperate in making the aforesaid improvements and therefore wish to enter into an intermunicipal agreement per Wis Stat Sec 66.0301 for this purpose.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and in accordance with the authority granted under Wis Stat Sec 66.0301 by their respective governing bodies the parties agree as follows:

1. **Plans and Specifications.** New Berlin will prepare plans and specifications for the improvement of South Springdale Road (the "Project"). See attached Exhibit "A" for plan narrative.
2. **Commencement of the Project**. The Project will proceed only after the Common Council of New Berlin and the Village Board of Waukesha approve the Project.

3. **Public Bids.** New Berlin shall publicly bid and be the contracting party responsible for engineering and inspection for all construction to be done pursuant to the contract and subject to the public bidding process set forth under Wis Stat Sec 62.15; New Berlin shall be authorized to approve the construction contract with the lowest responsive responsible bidder provided that the bid is less than the project estimates. Waukesha shall designate a contact person to handle questions from New Berlin and make decisions relative to the Project. In addition, this person shall handle notification of Waukesha residents, and will receive complaints and calls from Waukesha residents regarding the construction. Complaints/questions that cannot be handled by Waukesha may be forwarded to New Berlin.

4. **Payment**.

A. Prior to the award of any contract for the Project, New Berlin will certify to Waukesha the amount estimated as Waukesha's share of the contract costs as herein provided. As any such costs become due under the contract, New Berlin shall send a bill to Waukesha for its proportionate share of any such costs as described in 4.B. below. The bill shall be paid in full by Waukesha to New Berlin upon approval of the Village Board and the issuance of a check within thirty (30) business days of the receipt of the bill. A five percent (5%) penalty plus interest at the rate of 1.5% per month shall be applied to any amount not paid when due until the same has been paid in full but not more than the maximum penalty for municipal contract payments.

Upon completion of construction and acceptance of the work under any such contract, New Berlin will make a final audit to determine the final divisions of costs

based on bid prices and "as-built" quantities used in construction. A final bill or refund, as the case may be, for any such contract shall be sent by New Berlin to Waukesha.

B. Waukesha's share of Project costs for the improvements made to South Springdale Road from West Greenfield Avenue to West Cleveland Avenue shall be determined by and shall consist of the following:

(1) One-half (½) of the cost of "pavement" improvements including the pulverization and shaping of the existing pavement, removal of surplus pulverized material, subgrade stabilization, excavation and grading, extra stone base and bituminous concrete pavement and asphalt, crushed stone shoulder and restoration, and replacement of roadway cross-culverts. Waukesha's share is estimated to be about Two Hundred Twenty Seven Thousand Five Hundred 00/100 Dollars ($227,500.00).

(2) Included in the aforestated estimate is the cost of engineering and inspection which was calculated as being seven percent (7%) of the cost of pavement improvements as set forth in paragraph (B)(1) above.

5. **Right of Entry**. Waukesha grants to New Berlin, its agents, contractors, subcontractors and employees, a temporary right of entry on South Springdale Road right-of-way for the Project including the right to operate necessary equipment thereon, the right to store excavation and construction

materials and the right of ingress and egress, as long as required for completion of the Project.

6. **Repair and Maintenance.** Upon completion and acceptance of the Project improvements, it is in the best interests of Waukesha and New Berlin to provide jointly for the repair and maintenance of this roadway, including ice control and snow removal on South Springdale Road from West Cleveland Avenue to West Greenfield Avenue (S.T.H. 59).

The repair and maintenance of South Springdale Road as used herein shall include all items of normal maintenance up to and including crack sealing of the road surface as required. It also includes maintenance of the road shoulders and cleaning or minor repairing of drainage structures.

New Berlin shall repair and maintain the entire roadway, including shoulders, on South Springdale Road from the Union Pacific Railroad tracks south to the West Cleveland Avenue intersection ,

Waukesha shall repair and maintain the entire roadway, including shoulders, on South Springdale Road from the Union Pacific Railroad tracks north to Waukesha's corporate limits with the Town of Brookfield, approximately 300 feet north of West Greenfield Avenue (S.T.H. 59).

Each municipality shall be responsible for routine maintenance of drainage structures that cross the roadway, within the portion of the roadway maintained by the municipality.

Each municipality shall be responsible for the repair and maintenance of ditch lines and drainage structures that lie entirely within the boundaries of the individual municipalities,

Each municipality shall be responsible for all conditions resulting from contract construction work initiated by said municipality, even though it is under the maintenance jurisdiction of the other municipality. This includes public safety, maintenance during construction and restoration of the drainage and roadway to its original condition following the 2025 rehabilitation. The municipality performing contracted construction work must notify in writing the Public Works Department of the other municipality which has maintenance jurisdiction at least ten days before such work is to be started.

Major repairing, including surfacing of pavements or reconstruction of drainage facilities that cross the roadway shall be a joint responsibility of the two municipalities, with cost to be shared equally. The communities agree to cooperate in determining the scope of this repair work and in authorizing its performance. Construction supervision shall be the responsibility of the municipality responsible for that portion of the roadway. Any work done under this paragraph must meet with the approval of the municipality in which such work is located.

Responsibility for snow and ice control operations shall be as follows:

New Berlin shall be responsible for snow and ice control operations on South Springdale Road from the Union Pacific Railroad tracks south to West Cleveland Avenue.

Waukesha shall be responsible for snow and ice control operations on South Springdale Road from the Union Pacific Railroad tracks north to Waukesha's corporate limits with the Town of Brookfield, approximately 300 feet north of West Greenfield Avenue (S.T.H. 59).

Each municipality shall be responsible for weed control and brush removal within their individual boundaries.

7. **No Other Agreements**. Waukesha and New Berlin acknowledge that this Agreement involves the major repair and reconstruction of pavement on South Springdale Road and shall proceed in accordance with this Agreement, notwithstanding any contrary provisions in any previous agreements.

8. **Termination.** It is expressly understood that no liability whatsoever shall accrue to New Berlin for delay in the awarding or completion of contracts for the Project. In the event that the Project is delayed beyond the 2025 construction season, this Agreement shall be re-evaluated. If both parties are agreed that the project should be terminated, this agreement shall become null and void and the parties shall have no further obligations thereunder.

9. This agreement shall be governed and construed in accordance with the laws of the State of Wisconsin and may only be modified in a subsequent agreement executed by both parties. This agreement represents the complete understanding of the parties with respect to the subject matter of this agreement. The agreement shall become effective upon the last signature of the agreement by authorized representatives of the governing body of each community. The agreement may be signed in counterparts.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this

_____ day of _____, 2025.

Witness: **CITY OF NEW BERLIN**

_____ By: _____
(SEAL)

David Ament, Mayor

_____ By: _____
(SEAL)

Rubina Medina, City Clerk

Countersigned at New Berlin this ____ day of _____, 2025, and I hereby certify that provision has been made to pay the liability that will accrue under this contract by the City of New Berlin.

Witness:

_____ _____
Ralph Chipman, Finance Director

Approved as to form this _____ day of _____, 2025.

_____
Thomas G. Schmitzer, City Attorney

(SIGNATURES CONTINUED ON NEXT PAGE)

Witness: **VILLAGE OF WAUKESHA**

_____ By: _____
(SEAL)

Bob Stigler, Village President

_____ By: _____
(SEAL)

Kris Snyder, Village Clerk

Countersigned at Village of Waukesha this ____ day of _____, 2025, and I hereby certify that provision has been made to pay the liability that will accrue under this contract by the Village of Waukesha.

Witness:

_____ _____
Kris Snyder, Village Treasurer

Approved as to form this ____ day of _____, 2025.

_____
Village Attorney

Exhibit “A”

Project Plan Narrative

The plans will provide for an asphalt pavement consisting of four (4) inches of bituminous concrete binder and two (2) inches of bituminous concrete wearing surface constructed upon a pulverized asphalt base course. The roadway from W. Cleveland Avenue to W. Greenfield Avenue will generally consist of one 11 ½ - foot wide driving lane in each direction and variable width stone shoulders, not to extend beyond the existing shoulder limits. Two roadway cross culverts have been identified by New Berlin as deteriorated and in need of repair. The contractor will replace these two culverts in 2025 as part of the resurfacing project. New Berlin will notify Waukesha prior to the placement of the permanent pavement to verify the integrity and location of New Berlin's utilities.

STAFF REPORT
EXECUTIVE SUMMARY

APPLICANT: **City of New Berlin**

PROJECT: **2025 Roadway Rehabilitation Project**

LOCATIONS: **City-wide**

D.R.C. RECOMMENDATION: **Recommend to the Common Council the awarding of a construction contract to the lowest responsive, responsible bidder, Stark Pavement Corp., for the 2025 Roadway Rehabilitation Project in an amount of $1,648,000.00 and awarding an inspection services contract to Ruekert & Mielke, Inc. in the amount of $88,844.00. With inspection and contingencies, the not-to-exceed total project cost for Roadway Rehabilitation is $1,850,000.00 from accounts 04251100 59040 C2025, 10-173020 and an intergovernmental cost share with the Village of Waukesha.**

1. In March 2025 the City of New Berlin solicited bids for the 2025 Roadway Rehabilitation Project. The project consists of resurfacing approximately 4.08 miles of roadway throughout the City. Rehabilitation consists of: culvert replacement, curb and gutter repairs, and pavement rehabilitation by milling and asphalt overlay or pulverizing and asphalt overlay.
2. On March 5, 2025, the City received three (3) Bids for the 2025 Roadway Rehabilitation Project. The apparent low bidder is Stark Pavement Corp. of Brookfield, WI.
3. A summary of the Bid Tab is attached to the Staff Report.
4. The Common Council approved $2,000,000 for the Project in the 2025 CIP budget.
5. On March 7, 2025 the City received four (3) Proposals for Inspection services for the Roadway Rehabilitation and the Roadway Maintenance Contracts. The selected firm is Ruekert & Mielke, Inc. of Waukesha, WI.
6. The City is partnering with the Village of Waukesha for the rehabilitation of Springdale Road via an Intergovernmental Agreement and a 50/50 cost share.

DETAILS IN ATTACHED STAFF REPORT

CITY OF NEW BERLIN
DEPARTMENT OF COMMUNITY DEVELOPMENT
BOARD OF PUBLIC WORKS STAFF REPORT

Meeting of March 17, 2025

City of New Berlin 2025 Roadway Rehabilitation Contract

DATE STAFF REPORT CREATED: March 5, 2025

APPLICANT: City of New Berlin

REQUEST / DESCRIPTION OF PROJECT: The project consists of rehabilitating 4.08 miles of roadway throughout the City. Rehabilitation consists of: culvert replacement, curb and gutter repairs, and pavement rehabilitation by milling and asphalt overlay or pulverizing and asphalt overlay.

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

2025 Roadway Construction List

Street Name	Section From	Section To	Length	Treatment
Springdale Rd	Greenfield Ave	Lincoln Ave	0.75	Pulverize & Overlay
Springdale Rd	Cleveland Ave	Lincoln Ave	0.22	Pulverize & Overlay
Julius Heil Dr	Termini	Racine Ave	0.25	Pulverize & Overlay
Hillendale Dr	College Ave	Racine Pl	0.10	Pulverize & Overlay
Racine Pl	Termini	College Ave	0.32	Pulverize & Overlay
Brentwood Rd	North Ln	Crawford Dr	0.27	Pulverize & Overlay
Brentwood Dr	Crawford Dr	Wilbur Dr	0.36	Pulverize & Overlay
Raymond Rd	Termini	Brentwood Dr	0.03	Pulverize & Overlay
Raymond Rd	Termini	Brentwood Dr	0.04	Pulverize & Overlay
Eden Tr	Brentwood Dr	Russel Rd	0.23	Pulverize & Overlay
Eden Ct	Termini	Eden Trl	0.04	Pulverize & Overlay
Benfield Ct	Termini	Sunbury Rd	0.05	2.5" Mill & Overlay
Karrington Ln	Preston Ln	College Ave	0.47	2.5" Mill & Overlay
Kelton Ln	Termini	Karrington Ln	0.03	2.5" Mill & Overlay
Kelton Ct	Termini	Karrington Ln	0.09	2.5" Mill & Overlay
Pembrook Ct	Termini	Karrington Ln	0.06	2.5" Mill & Overlay
Sunbury Rd	Karrington Ln	Benfield Ct	0.08	2.5" Mill & Overlay
Sunbury Rd	Benfield Ct	Preston Ln	0.08	2.5" Mill & Overlay
Tremaine Dr	Termini	Karrington Ln	0.03	2.5" Mill & Overlay
Preston Ln	Pembrook Ct	Sunbury Rd	0.35	2.5" Mill & Overlay
Winterberry Way	Preston Ln	Winterberry Way	0.24	2.5" Mill & Overlay

A Map showing the project locations for 2025 is included as Attachment A to the Contract.

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

SELECTED CONTRACTOR: Stark Pavement Corp.

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

FISCAL IMPACT:

Base Bid:	$ 1,648,000.00
Contingencies (~6%):	$ 113,156.00
Inspection Contract (~5%):	$ 88,844.00
Total Project Costs:	$ 1,850,000.00

SOURCE OF FUNDS

2025 Roadway Rehabilitation CIP Account:	04251100 59040 C2025	$2,000,000
Village of Waukesha Reimbursement	Upon Completion	$ 245,000
Drainage Account:	70-173020	$ 24,000

D.C.D. RECOMMENDATION: **Recommend to the Common Council the awarding of a construction contract to the lowest responsive, responsible bidder, Stark Pavement Corp., for the 2025 Roadway Rehabilitation Project in an amount of $1,648,000.00 and awarding an inspection services contract to Ruekert & Mielke, Inc. in the amount of $88,844.00. With inspection and contingencies, the not-to-exceed total project cost for Roadway Rehabilitation is $1,850,000.00 from accounts 04251100 59040 C2025, 10-173020 and an intergovernmental cost share with the Village of Waukesha.**

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

RD-25-01 2024 Roadway Rehabiliation Project
Bid Results
March 5, 2024 @ 10:00 A.M.

BIDDER	BID BOND	PRE-QUAL STATEMENT	BASE BID	RANKING
Stark Pavement Corp.	x	x	$ 1,648,000.00	1
Payne & Dolan, Inc.	x	x	$ 1,696,971.13	2
Wolf Paving Co., Inc.	x	x	$ 1,806,688.85	3
Engineer's Estimate			$ 1,656,817.79	

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CITY OF
NEW BERLIN

2025 Road Rehabilitation & Maintenance Construction Oversight

March 7, 2025

Ruekert • Mielke

Ruekert Mielke
W233 N2080 Ridgeview Parkway, Waukesha, WI 53188 262-542-5733

March 7, 2025

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

Re: 2025 Road Rehabilitation & Maintenance Construction Oversight

Dear Ms. Simonson,

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

We have put together a team that has delivered successful road improvement projects for the City for the last two years. Our team is dedicated to success in the City through autonomy, documentation, and adherence to City standard specifications. Our team has developed positive working relationships with contractors throughout SE Wisconsin that continue to prove fruitful in the efficient and cost-effective completion of projects like these.

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

Sincerely,
RUEKERT & MIELKE, INC.

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

TABLE OF **CONTENTS:**

4 FIRM INFORMATION

5 PROJECT UNDERSTANDING

6 PROJECT APPROACH

9 PROJECT EXPERIENCE

13 PROJECT TEAM

19 LEVEL OF EFFORT

KEY **DIFFERENTIATORS**

LOCAL PRESENCE IN THE CITY

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

FAMILIARITY WITH CITY STANDARDS & STAFF PREFERENCES

Our Lead Construction Review Technician, Matt Klein, and the other construction review technicians planned for this project have all worked on City projects within the last two years. The proposed team is intimately familiar with the City standards and the preferences of City staff so that if any issues arise, they can be quickly resolved on-site.

STRONG CONTRACTOR WORKING RELATIONSHIPS

Over the years, our staff have developed strong working relationships with contractors for these types of projects.

Our team is consistently recommended and referred by contractors for their fairness and ease of working with. **Our proposed team can efficiently work with contractors to ensure City standards are met and a project runs smoothly throughout the entire duration.**

Ruekert · Mielke

YOUR **INFRASTRUCTURE ALLY**

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

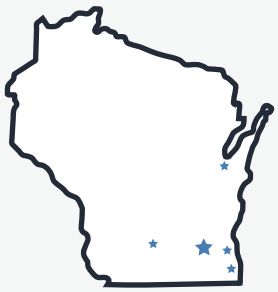
ABOUT

- Established in 1946
- 100+ Employees Located in Wisconsin
- 7x Top Workplace

100%

EMPLOYEE **OWNED**

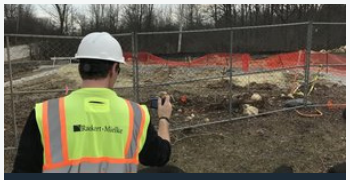
LOCATIONS



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

SERVICES

AGRICULTURE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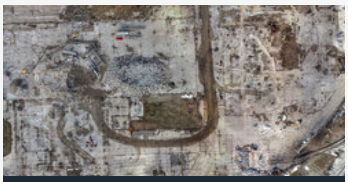
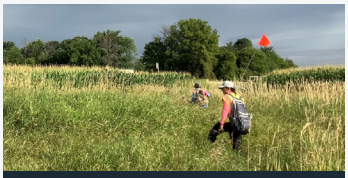
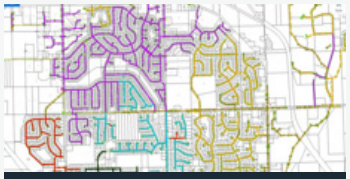

DRONE & SURVEY


ENVIRONMENTAL

FINANCE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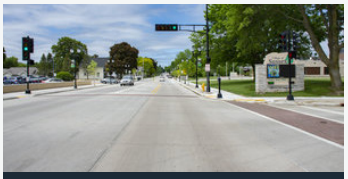
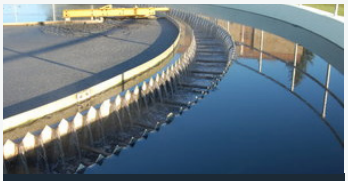
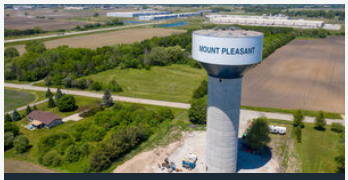

MUNICIPAL & ROADS

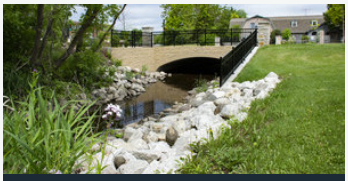
PAVEMENT MANAGEMENT

SITE DEVELOPMENT


WASTEWATER



WATER & SCADA


WATER RESOURCES

PROJECT UNDERSTANDING

The 2025 Roadway Rehabilitation and 2025 Roadway Maintenance Projects consist of many different working parts at various locations throughout the City. We have evaluated the contract documents for both projects and understand the requirements for all phases of work. We are prepared to work with the City to ensure the safe, successful, and timely completion of both projects. Our project team has extensive knowledge and construction review and management skills for projects like these both in the City and in other communities throughout SE Wisconsin. **Our experience on recent successful projects in the City of New Berlin will allow us to work collectively with City staff, the contractor, and City residents to ensure all project stakeholders reach the same goal of a minimally disruptive, highly-successful project.**

R/M's project team has familiarity with City standards and the preferences of staff to autonomously navigate issues that arise on-site without needing to involve City staff in every aspect of the project. City staff will be routinely kept up to date on schedule changes, project progress, current quantity, and budget status. Staff will also be notified of any resident concerns and how our project team plans to resolve any issues. **Our strong ability to build positive working relationships with contractors and residents ensures that you have peace of mind knowing that your project is being completed successfully while the residents of your City are taken care of, and their needs are also being met.**

ROADWAY REHABILITATION PROJECT

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

R/M's project team understands that every project component, from pavement milling and pulverizing to culvert replacements on Springdale Road and pavement markings, is equally vital to the project's success.

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

The project team has previously demonstrated to the City that they have effective communication, inspection, documentation, and project management skills. The same level of expertise can be expected on this project.

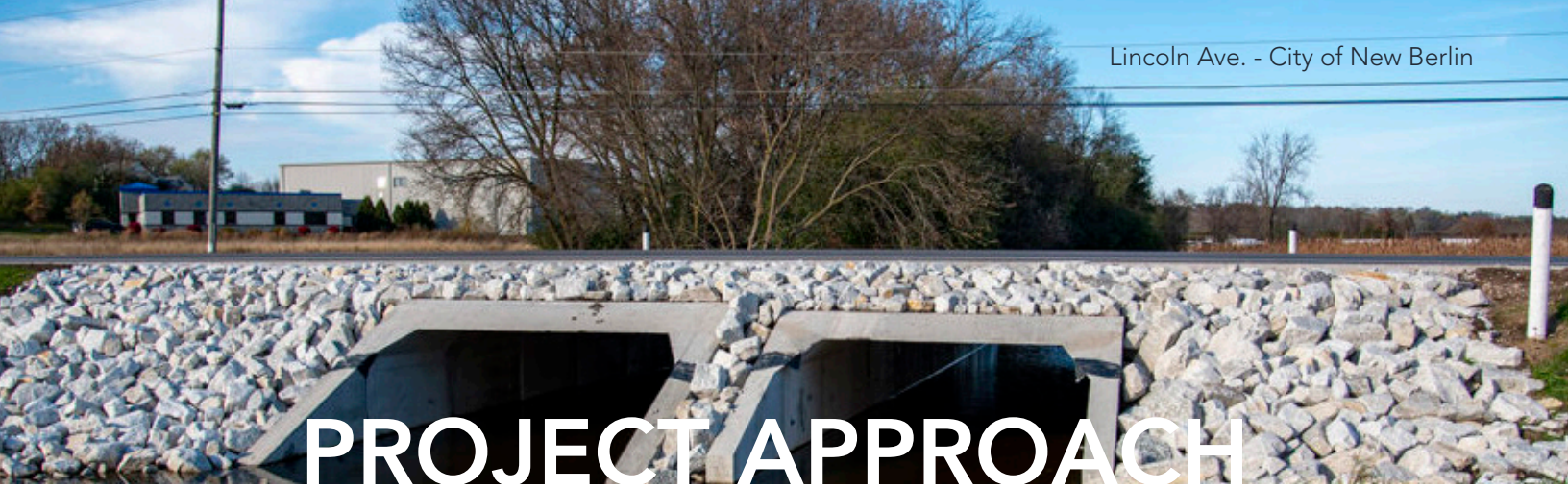
ROADWAY MAINTENANCE PROJECT

There are approximately 22 miles of roadway planned to be crack sealed. Our team will document the contractor's progress during the project, ensuring their work adheres to the specifications and that project areas are kept swept and clean of debris. The contractor must have effective rolling traffic control measures to ensure the safety of their workers and the traveling public, in addition to maintaining the integrity of the product being applied.

Crack sealing projects consist of several moving parts and can easily overwhelm a neighborhood if residents are not properly informed. Our team will monitor the contractor's posting of notices to project areas and ensure compliance with the contact documents for traffic control throughout the project.

During the 2024 Road Maintenance Project, we routinely reviewed schedules and sequencing with the contractor to ensure their plans met the expectations of the City and the contract documents. This daily coordination resulted in a seamless and efficient project completion.

Our project team will collaborate with the contractor to coordinate all moving parts into a seamless operation, ensuring minimal disruptions to residents.



PROJECT APPROACH

R/M's team of construction review technicians are routinely trained using the feedback we receive from our clients. **By prioritizing our clients' interests, we develop comprehensive training plans that keep our construction review technicians up to date on emerging technology, inspection techniques, and key construction practices. Our training also emphasizes the soft skills necessary for effective communication with municipal officials, residents, and contractors.**

Our team utilizes the latest technology and carefully developed software to create electronic daily reports to refer to when collaborating with municipal officials, contractors, and residents. **Documentation of the materials used on-site is completed by checking specifications, actual materials such as weigh tickets, concrete delivery tickets, utility structure materials, and related items, which are photographed and included in the daily electronic reports.**

Our team has demonstrated that they are equipped to use the physical tools needed to check grade, take measurements, and capture photos to properly document construction activities on their reports. We have found that our attentiveness to important project details such as grades, quantities, and unique site conditions has allowed us to preemptively prevent change order requests or conflicts by recognizing deviations early and swiftly working with the contractor to resolve the concern.

R/M is proposing a team that has demonstrated expertise, attention to detail, and efficiency on multiple projects in the City. Staff can have confidence that their best interests are always at the forefront of our daily project work.

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

COMMUNICATION & PROJECT MANAGEMENT

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

For this reason, we have once again chosen Peter Gesch, P.E., a Project Manager with excellent communication and management skills who is familiar with the City of New Berlin and its requirements. The City can have peace of mind knowing that their project is being managed by someone who cares deeply about exceeding client expectations and who has previously provided successful project management within the City. Peter will provide prompt, efficient and accurate reviews, resolutions, and recommendations on payments and potential change orders. **He will monitor daily reports produced by the construction review technicians and work with the field staff to maintain accurate, thorough, and timely tracking of quantities, budget status, and contractor schedules.** This will keep the City Engineer and team consistently informed on the project's progression.

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

CONSTRUCTION INSPECTION

Our proposed team has demonstrated that they are attentive to project activities and have experience with noting deviations from construction specifications as they occur. Our team promptly works with the contractor to correct the deviations and correct course to meet the City specifications. **This diligence and rapid response diminish the possibility for contract change orders. Our Lead Construction Review Technician, Matt Klein, recently served as the lead construction review technician on the Lincoln Avenue Reconstruction Project as well as the 2025 Roadway Rehabilitation Project.**

Matt will be supported by a team of Secondary Construction Review Technicians, if needed, who also have experience overseeing roadway rehabilitation and maintenance projects. R/M also has an experienced bench of Construction Review Technicians that are available to assist depending on contractor crews and scheduling.

Sterling Smethurst is proposed as the Construction Review Technician for the roadway maintenance contract and will operate under the guidance of Peter and Matt. Sterling has experience with previous roadway maintenance crack sealing projects in the City, serving as the primary inspection representative on the 2024 Roadway Maintenance Project. Sterling worked diligently with the contractor to ensure the project was completed to City specifications and traffic disruptions were kept to a minimum. Sterling's experience and positive working relationship with contractors ensures that the maintenance project will be completed to City standards and as efficiently as feasible.

Sterling received high accolades from the contractor for the 2024 Road Maintenance Project for his fairness, attentiveness, and willingness to work with the contractor to resolve disputes as they came up.

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

REPORTING

Our team understands the importance of detailed construction reporting as key documentation used by City staff during construction as well as after a project is completed. **Quality observation and documentation go a long way toward ensuring public improvements last the duration of their intended life expectancy before needing replacement.**

Every day during construction, our Construction Review Technicians document construction events, capture photographs, and bid quantities in a digital format that can be transmitted to City staff.

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

TRAFFIC CONTROL & STAKEHOLDER COMMUNICATION

Our team will routinely monitor the contractor's traffic control plan to ensure that it is thorough and maintains safety for the traveling public. Equally as important is communication with stakeholders in the project area during major phases of construction, such as paving or any other operations that may impede travel or access. **On past projects in the City, our team routinely monitored the contractor's traffic control and worked with the contractor to correct deficiencies.**

Over the past two years, our team has successfully communicated with project stakeholders during major construction phases. Regardless of project size, we remain committed to prioritizing clear and effective communication. **Similar to Lincoln Avenue in 2023 and 2024, our team will communicate to those affected by significant closures on Springdale Road. We will work with the City to issue mailings that will identify the project tasks and timelines and will routinely update stakeholders to schedule changes and closures that will affect their daily travel.** During the 2024 Road Rehabilitation Project, our Project Manager worked directly with the United States Postal Service to ensure uninterrupted mail delivery, eliminating the need for temporary mailbox banks and ultimately saving the City money. Our team will continue to prioritize these efficiencies in this year's project.

ON TIME & ON BUDGET

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

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

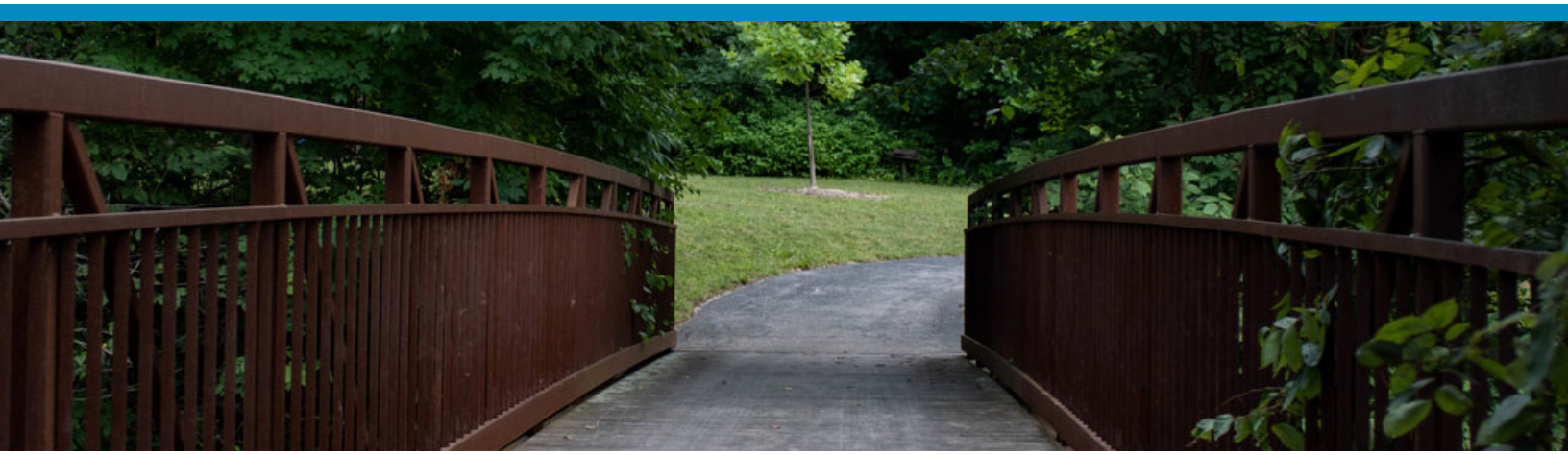
We understand that an efficient project directly correlates to savings for the City by minimizing on-site observation time. We have prepared our not-to-exceed oversight costs around our evaluation of the most efficient way for these projects to be completed and our experience on past projects has proven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

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

PROJECT COORDINATION

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

Peter has experience working with City staff to deliver successful projects and his hands-on approach to project management will bring the continuity needed for another successful project completion.



PROJECT
EXPERIENCE

CITY OF NEW BERLIN, WI

SERVICES

- Construction Observation
- Construction Administration
- Road Reconstruction
- Traffic Control
- Project Phasing
- Culvert Installation
- Public Involvement

PROJECT TEAM

- Peter Gesch, P.E.
- Matt Klein
- Luke Schneider
- Sterling Smethurst

CLIENT CONTACT

Tamara Simonson, P.E.
City Engineer
City of New Berlin
262-786-8610 x 2519
tsimonson@newberlin.org

2024 ROAD REHABILITATION & ROAD MAINTENANCE CONSTRUCTION OVERSIGHT

Ruekert & Mielke, Inc. (R/M) provided construction oversight and administration for the 2024 Road Rehabilitation and Road Maintenance projects within the City of New Berlin. **The project consisted of 3.5 miles of roadway rehabilitation and 31.5 miles of roadway maintenance. Both projects were completed on time and under budget for both construction and engineering services.** The City benefited from cost savings that resulted from efficient and effective project management and construction observation.

The roadway rehabilitation project included mill and overlay, as well as pulverize and repave work, at multiple locations throughout the City. Notably, the project included the second half of Lincoln Avenue, where the first half was completed under R/M's construction oversight in 2023. **R/M's team demonstrated their familiarity with the project area and unique project details to deliver another successful project. While the cross section of the roadway rehabilitation differed slightly from the project in 2023, the project team was able to navigate a different, unique, set of project details and work with the contractor to complete the project in a manner that reduced inconveniences for businesses and residents and resulted in a cost savings.** Work throughout the rest of the City was also carefully coordinated and managed to limit disruptions to residents and maximize the City's construction budget.

The roadway maintenance project was completed quickly and efficiently due to our team's willingness to work with the contractor through scheduling changes and field condition changes. Our staff worked with the contractor to adapt to changes as they came up, communicated necessary items with City staff, and ensured the project stayed on schedule to be completed as efficiently as possible.

Contractors for both projects in 2024 shared high accolades with the City that demonstrated our team's dedication to successful project completion.

CITY OF NEW BERLIN, WI

SERVICES

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

PROJECT TEAM

- Matt Klein
- Luke Schneider
- Peter Gesch, P.E.

LINCOLN AVENUE CONSTRUCTION OVERSIGHT

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

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

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

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

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

CLIENT CONTACT

Tamara Simonson, P.E.
City Engineer
City of New Berlin
262-786-8610 x 2519
tsimonson@newberlin.org

VILLAGE OF HARTLAND, WI

SERVICES

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

PROJECT TEAM

- Peter Gesch, P.E.
- Matt Klein
- Hunter Reuteman
- Steve Pease

2018-2025 CAPITAL IMPROVEMENT PROJECTS

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

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

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

CLIENT CONTACT

Tom Jenson
Director of Public Works
Village of Hartland
(262) 367-2714
tomj@villageofhartland.wi.gov

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

— Village of Hartland, WI

PROJECT **TEAM**

ORGANIZATIONAL CHART

City of New Berlin

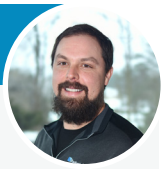
city living with a touch of country

Project Manager

Peter W. Gesch, P.E

Lead Construction Review Technician

Matthew Klein



Secondary Construction Review

Luke Schneider

Secondary Construction Review

Sterling Smethurst

PETER W. GESCH, P.E.

PROJECT MANGER, MUNICIPAL SERVICES TEAM LEADER

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

CONTACT

262.542.5733
pgesch@ruekert-mielke.com
Waukesha

EDUCATION

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

REGISTRATIONS & AFFILIATIONS

- Professional Engineer – WI
- American Council of

P.E.

» professional « engineer

EXPERIENCE

Roadway Rehabilitation & Maintenance Programs (2024)

City of New Berlin

Construction oversight and administration of the City's annual roadway maintenance and rehabilitation programs. Project involved 3.5 miles of roadway rehabilitation and 31.5 miles of roadway maintenance. Peter and the construction review staff worked with the contractors to manage construction activities to efficiently complete the project on-time and under budget.

Highland Drive North Pedestrian Pathway (2024)

Village of Elm Grove

Design and construction management of 0.5 miles of new pedestrian pathway through winding terrain with challenging storm water drainage patterns. Peter effectively managed the design of the project and worked with the contractor through construction to overcome challenging site conditions. Project involved grading, pathway construction, drainage improvements, public involvement and railroad.

Gebhardt Road Reconstruction & Pedestrian Pathway (2023)

Village of Elm Grove

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

Roadway Maintenance & Rehabilitation Programs (2018-2025)

Village of Hartland

Design and construction administration of over 18 miles of pavement rehabilitation, miscellaneous utility repairs, pavement patching, parking lot reconstruction, and over 70 roadway miles of crack and joint cleaning, routing, and sealing, totaling more than $15M in construction.

STH 83 Water Main Rehabilitation (2024)

Village of Hartland

Design and construction administration for 2,300 linear feet of CIPP water main rehabilitation through wetlands and marsh. Peter coordinated with local officials and businesses through the design of the project, navigating unique design constraints. Peter also worked with regulatory agencies to get this unique project permitted that rehabilitates a vital segment of water main serving a large area in the southern half of the Village.

MATTHEW S. KLEIN

LEAD CONSTRUCTION REVIEW TECHNICIAN

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

CONTACT

262.542.5733
mklein@ruekert-mielke.com
Waukesha

EDUCATION

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

REGISTRATIONS & AFFILIATIONS

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

15+

» years « experience

EXPERIENCE

Roadway Rehabilitation & Maintenance Programs (2024)

City of New Berlin

Served as the lead inspector for asphalt milling and pulverizing operations, asphalt pavement installation, curb and gutter repairs, and grading operations.

Lincoln Avenue Construction Oversight

City of New Berlin, WI

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

Prairie Creek Subdivision

City of Oconomowoc

Conducted inspections of roadway subgrade, finish grade installation, and asphalt paving. Served as the lead inspector for sanitary sewer, water main and storm sewer installations.

Arrowood Subdivision Phase 3

City of Oconomowoc, WI

Oversaw the installation of sanitary sewer, water main, and storm sewer systems as the lead inspector.

Hickory Street Improvements

City of Franklin, WI

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

Pleasant View Subdivision Phase 1

City of Franklin, WI

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

STERLING A.N. SMETHURST

CONSTRUCTION REVIEW TECHNICIAN

As a Construction Review Technician with surveying experience, Sterling's role on this project is to oversee construction activities, ensure compliance with project specifications, and assist in resolving any field challenges. Sterling's background in surveying provides a strong foundation for verifying site conditions, assessing grading accuracy, and ensuring proper utility placement. He brings attention to detail, technical expertise, and effective communication skills to the team, helping to coordinate between contractors, project managers, and stakeholders to keep projects on track and within scope.

CONTACT

262.542.5733
ssmethurst@ruekert-mielke.com
Waukesha

EDUCATION

- Bachelor of Science, Geographic Information Systems (GIS) & Technology, Physical Geography - University of Wisconsin, Milwaukee

REGISTRATIONS & AFFILIATIONS

- FAA Part 107 UAV Drone Pilot Certification
- Wisconsin Land Information Association

10+

» years « experience

EXPERIENCE

Roadway Maintenance Program - Joint, Crack Cleaning & Sealing (2024)

City of New Berlin

Oversaw construction for the City of New Berlin's roadway maintenance project, covering approximately 31.5 roadway miles. Ensured compliance with project specifications and contract requirements, addressed challenges in high-traffic areas, and managed public inquiries and concerns.

Main Street Water Main Relay & Sanitary Sewer (2024)

Village of Menomonee Falls

Oversaw the installation of approximately 1,100 feet of water main and 180 feet of sanitary main. Maintained clear communication between contractors and project managers to ensure smooth progress. Managed high traffic volumes and adjusted traffic patterns to support ongoing construction operations.

Redford Hills Single Family Development (2022 - 2024)

Village of Sussex

Oversaw construction for the 45-home Redford Hills subdivision, including grading, utility installation, curb and gutter, and asphalt paving. Ensured compliance with project scope and material specifications while maintaining communication between the contractor and the Village.

Expo Center, Minooka Park Picnic Area, & Menomonee Park Pavement Management (2024)

Waukesha County

Managed site grading, storm sewer installation, and asphalt paving across multiple projects in Waukesha County. Ensured compliance with project specifications, coordinated with contractors and project managers, and proactively addressed challenges to keep projects on schedule and within scope.

LUKE B. SCHNEIDER

CONSTRUCTION REVIEW TECHNICIAN

Luke possesses extensive experience in construction review, GIS and land survey field work. By having an engineering degree, Luke is able to bridge the communication gaps between field and engineering staff alike. Through great communication skills and dedicated attention to detail, Luke takes pride in client satisfaction through all phases of the project he is involved with.

CONTACT

262.542.5733
lschneider@ruekert-mielke.com
Waukesha

EDUCATION

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

REGISTRATIONS & AFFILIATIONS

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

5+

» years « experience

EXPERIENCE

Lincoln Avenue Construction Oversight

City of New Berlin

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

Private Property I/I

City of Muskego

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

Construction Management Experience

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

Construction Observation Experience

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

Field Survey Experience

GPS/GNSS, Robotic Total Station:

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

PROJECT
LEVEL OF EFFORT

LEVEL OF EFFORT

City of New Berlin 2025 Roadway Rehabilitation Project and 2025 Roadway Maintenance Project	Professional Services				
	Peter Gesch, P.E. (Project Manager)	Matt Klein (Lead Site Representative)	Additional Site Representative	Total Hours	Total Cost
	$185	$129	$95		
2025 LRIP Roadway Rehabilitation Project					
Preconstruction Meeting and Preconstruction Photos	4	14	0	18	$2,546
Resident Communication	4	8	0	12	$1,772
Site Visits and Field Assistance	16	0	0	16	$2,960
Traffic Control and Pavement Marking	2	4	0	6	$886
Common Excavation	4	80	8	92	$11,820
Pulverize and Proof Rolling	4	84	0	88	$11,576
Milling and Proof Rolling	4	42	0	46	$6,158
Base Repair	4	100	8	112	$14,400
Curb and Gutter Remove and Replace	4	30	40	74	$8,410
Storm Sewer/Culverts, Utility Structure Adjustment, Utility Repairs	4	24	6	34	$4,406
Asphaltic Pavement Placement	8	110	32	150	$18,710
Shoulder Placement and Restoration	2	6	10	18	$2,094
Pay Requests, Change Orders, and Project Closeout	14	4	0	18	$3,106
Roadway Rehabilitation Project Total	**74**	**506**	**104**	**684**	**$88,844**

	Professional Services				
	Peter Gesch, P.E. (Project Manager)	Sterling Smethurst (Lead Site Representative)	Additional Site Representative	Total Hours	Total Cost
	$185	$129	$95		
2025 Roadway Maintenance Project					
Preconstruction Meeting	2	1	0	3	$499
Site Visits, Field Assistance, Resident Communication	8	0	0	8	$1,480
Crack Sealing Inspection	0	130	0	130	$16,770
Pay Requests, Change Orders, and Project Closeout	4	0	0	4	$740
Roadway Maintenance Project Total	**14**	**131**	**0**	**145**	**$19,489**

ESTIMATED TOTAL HOURS - BOTH PROJECTS	**88**	**637**	**104**	**829**	**$108,333**

2025 ROADWAY REHABILITATION LRIP PROJECT

CONTRACT RD-25-01

CITY OF NEW BERLIN

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

SPECIFICATIONS
AND
CONTRACT DOCUMENTS
FOR

RD-25-01

2025 ROADWAY REHABILITATION
LRIP PROJECT

CITY OF NEW BERLIN, WISCONSIN

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2025 ROADWAY REHABILITATION
LRIP PROJECT

CONTRACT RD-25-01

CITY OF NEW BERLIN, WISCONSIN

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PROJECT NO. RD-25-01
2025 ROADWAY REHABILITATION
LOCAL ROAD IMPROVEMENT PROJECT
New Berlin, Wisconsin

ADVERTISEMENT FOR BIDS

BID OPENING: The City of New Berlin hereby gives notice that sealed bids will be received by the City Clerk, City Hall, 3805 S. Casper Drive, New Berlin, WI, until 10:00 a.m., local time, on Wednesday, March 5th, 2025. The base bid consists of the rehabilitation of approximately 4.08 miles of roadways throughout the City. This project is part of **Local Road Improvement Program**. Bids will be opened and publicly read aloud immediately after the specified closing time. Interested parties are invited to attend. Bids submitted after this time will not be accepted.

BIDDING DOCUMENTS: Complete digital project bidding documents are available at http://tinyurl.com/NewBerlinBids or www.questcdn.com. You may download the digital plan documents for $22 by inputting Quest project #**9502043** on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. No paper plan sets will be provided. Please contact Tamara Simonson at 262-797-2445 if you have any questions.

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

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

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

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

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

Berlin as liquidated damages.

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

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

Curb & Gutter Repairs	1700	L.F.
Asphalt Pavement	20,000	TON
Milling Asphalt	22,000	S.Y.
Pulverizing Asphalt	37,000	S.Y.
Common Excavation	4,000	C.Y.
Culvert Replacement	240	L.F.
Manhole & Inlet Repair	3	EA

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

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

Rubina Medina, City Clerk David Ament, Mayor

PUBLISH: Wednesday, February 12, 2025
Wednesday, February 19, 2025

SUBCONTRACTOR LIST

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

Subcontractor	Classification of Work	Estimated Dollar Amount

BIDDER'S QUALIFICATION STATEMENT - CONFIDENTIAL

Submitted to: **City of New Berlin**

Date: _____

RE: SUBMISSION OF PREQUALIFICATION FORMS FOR THE YEAR

Gentlemen & Ladies:

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

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

Sincerely,

_____
Signature

_____
Printed Name

PRE-QUALIFICATION STATEMENT- **CONFIDENTIAL DATA**

TO: **CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN**

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

IDENTIFICATION

Official Firm Name _____

Mailing Address: _____

_____

_____

Telephone No. (_____)_____

Fax No. (_____) _____

Number of Years in Business under Present Firm Name: _____

Classification of Work for Which Your Firm is seeking Qualification:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Please CHECK Type of Firm Organization:

- ☐ Corporation
- ☐ Partnership
- ☐ Individual
- ☐ Joint – Venture

List Principle Individual Names:

(IF Individual, Answer Below)

Sole Trader _____

(IF Partnership, Answer Below)

Partner _____

Partner _____

(IF Corporation, Answer Below)

President _____

Vice-President _____

Secretary _____

Treasurer _____

Licensed to do business in Wisconsin on _____

In what State Incorporated _____ When _____

EXPERIENCE

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

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

Tabulation of Construction Experience of Principle Individuals in Organization

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

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

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

CONTRACTUAL RESPONSIBILITY

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

Trade	Percentage of Work

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

☐ Yes

☐ No

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

When	Where	Why

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

☐ Yes

☐ No

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

Firm Name(s)	When	Where	Why

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

☐ Yes

☐ No

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

When	Where	Why

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

☐ Yes

☐ No

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

When	Where	Why

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

Project	Location

BONDING RESPONSIBILITY

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

Name	Address

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

Name	Address

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

☐ Yes

☐ No

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

When	Where	Why

List current limits of bonding capacity: _____

List your current average bond premium cost: _____ %

CONTRACTOR'S FINANCIAL STATEMENT

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

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

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

Name of firm preparing statement:_____

Are any of the firm's assets assigned?

☐ Yes

☐ No

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

Assigned Asset	Purpose

GENERAL DATA

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

Project	Trade	Year

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

☐ Yes
☐ No

Are you familiar with its terms and conditions?

☐ Yes
☐ No

Are you familiar with the City's specifications?

☐ Yes
☐ No

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

☐ Yes
☐ No

AFFIDAVIT

STATE OF WISCONSIN
} ss
_____ County

_____, being duly sworn, deposes and says that he is the _____ (Official capacity/title) of the firm _____ and that the answers to the foregoing questions and all statements therein contained are true and correct, and that any Owner, Bonding Company, or other agency herein named is hereby authorized to supply the City of New Berlin with any information deemed necessary to verify this statement.

Subscribed and sworn to before me
This ___ day of _____, 20__
_____Notary Public
_____County, Wisconsin

My Commission Expires: _____

ATTACH
STATEMENT OF FINANCIAL CONDITIONS

SUBCONTRACTOR'S QUALIFICATION STATEMENT
Submitted to
The City of New Berlin

Submit one copy of qualification for each Subcontractor.

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

NAME OF PERSON SUBMITTING STATEMENT:

_____

NAME OF FIRM:

_____

ADDRESS:

_____

TELEPHONE NUMBER: _____

LOCATION OR PRINCIPAL OFFICE:

_____

CHECK ONE:

Corporation ____ Partnership ____ Individual ____ Joint Venture ____

Limited Liability Company _____ Other ____

_____
Signature

TYPE OF WORK SPECIALIZATION: _____ CONSTRUCTION

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

2. How many years has your organization been in business under its present business name?

3. If a corporation, provide the following information:

   a. Date of incorporation:

   b. State of incorporation:

4. If individual or partnership, provide the following information:

   a. Date of organization:

   b. Name and address of all partners (state whether general or limited partnership):

5. If Joint Venture, Limited Liability Company or other organization than a corporation or partnership, describe the organization and name principals:

6. List the percentage of work normally performed with your own work force. List those trades below:

7. Have you ever failed to complete any work awarded to you? If so, state when, where, and why:

8. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a pool contract? If so, state the circumstances:

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

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

10. List your trade references:

11. List your banking references:

12. List your bonding references:

    a. Name and address of bonding company:

    b. Limits of bonding capacity:

    c. Average bond premium cost:

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

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

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

c. Date of statement or balance sheet:

d. Name of firm preparing statement:

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

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

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

17. Describe your Quality Control Program:

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

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE American Society of Civil Engineers

National Society of Professional Engineers
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by

CONSTRUCTION SPECIFICATIONS INSTITUTE

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

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www.nspe.org

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(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
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(703) 548-3118
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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

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12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

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27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

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40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

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

1.02 *Terminology*

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

B. *Intent of Certain Terms or Adjectives:*

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

C. *Day:*

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

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

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

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

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2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

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

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

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3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation , (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

   a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

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1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

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

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

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

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

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4.03 *Differing Subsurface or Physical Conditions*

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

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

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

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

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

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

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

4.04 *Underground Facilities*

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

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data;

b. locating all Underground Facilities shown or indicated in the Contract Documents;

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

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

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

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

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

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C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

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

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

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

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a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

a. Such insurance shall remain in effect for two years after final payment.

b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

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5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

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

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

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

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

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1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

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

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

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

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

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B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

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2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

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c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

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

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

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

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

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

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

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6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought

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

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

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

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

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

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

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

6.17 *Shop Drawings and Samples*

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

1. *Shop Drawings:*

a. Submit number of copies specified in the General Requirements.

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

2. *Samples:*

a. Submit number of Samples specified in the Specifications.

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

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

C. *Submittal Procedures:*

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

a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

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2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

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

6.18 *Continuing the Work*

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

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6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

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

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B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

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

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

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

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

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8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

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

8.12 *Compliance with Safety Program*

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

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

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

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

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

9.03 *Project Representative*

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

9.04 *Authorized Variations in Work*

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

9.05 *Rejecting Defective Work*

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

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9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

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

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

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

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

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

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

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

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

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10.02 *Unauthorized Changes in the Work*

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

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

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

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

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

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

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

11.01 *Cost of the Work*

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

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1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

   c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

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

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

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

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

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

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

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

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

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

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

   a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

   b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

   c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

   d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

   e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

   f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

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

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

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

13.01 *Notice of Defects*

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

13.02 *Access to Work*

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

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13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

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

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

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

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1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

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

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13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

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

14.02 *Progress Payments*

A. *Applications for Payments:*

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

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

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or

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involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

   d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

   d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

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

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D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

   a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

   b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

   c. there are other items entitling Owner to a set-off against the amount recommended; or

   d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

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

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

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

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

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

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

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

C. *Payment Becomes Due:*

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

14.08 *Final Completion Delayed*

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

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

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ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

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

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

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

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

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

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

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

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

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

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1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

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SPECIAL PROVISIONS
CONTRACT RD-25-01
2025 ROADWAY REHABILITATION
LRIP PROJECT

I. Specifications

All work is to conform to the City of New Berlin Infrastructure Standards, adopted July 18, 2016, except as amended below. The City of New Berlin Infrastructure Standards is available on the City website at: http://www.newberlin.org/index.aspx?nid=773

II. Time for Start of Work and Completion

The City of New Berlin is requesting that the work start no later than **May 27, 2025** and be completed by **October 24, 2025**. After October 24, 2025, a fee of $250.00 per calendar day will be charged to the Contractor for inspection services. The anticipated Contract Award date and Notice to Proceed date for this Contract will be **April 21, 2025.** Once the Contractor begins work under this Contract, the work shall continue until complete.

III. General

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

The majority of the work, as indicated per these specifications and as directed by the Engineer under this Contract shall consist of resurfacing 21 roadways (4.08 miles). Rehabilitation will involve milling asphaltic pavement to a specified depth, and placing a surface course, or pulverizing the existing pavement, removing surplus material, and resurfacing with hot mix asphalt. Resurfacing shall be in accordance with the City of New Berlin Infrastructure Standards and these special provisions.

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

Street Name	Section From	Section To	Length	Treatment
Springdale Rd	Greenfield Ave	Lincoln Ave	0.75	Pulverize & 5" Overlay
Springdale Rd	Cleveland Ave	Lincoln Ave	0.22	Pulverize & 5" Overlay
Julius Heil Dr	Termini	Racine Ave	0.25	Pulverize & 5" Overlay
Hillendale Dr	College Ave	Racine Pl	0.10	Pulverize & 5" Overlay
Racine Pl	Termini	College Ave	0.32	Pulverize & 5" Overlay
Brentwood Rd	North Ln	Crawford Dr	0.27	Pulverize & 5” Overlay
Brentwood Dr	Crawford Dr	Wilbur Dr	0.36	Pulverize & 5" Overlay
Raymond Rd	Termini	Brentwood Dr	0.03	Pulverize & 5" Overlay
Raymond Rd	Termini	Brentwood Dr	0.04	Pulverize & 5" Overlay
Eden Tr	Brentwood Dr	Russel Rd	0.23	Pulverize & 5" Overlay
Eden Ct	Termini	Eden Trl	0.04	Pulverize & 5" Overlay
Benfield Ct	Termini	Sunbury Rd	0.05	2.5" Mill & 2.5" Overlay
Karrington Ln	Preston Ln	College Ave	0.47	2.5" Mill & 2.5" Overlay
Kelton Ln	Termini	Karrington Ln	0.03	2.5" Mill & 2.5" Overlay
Kelton Ct	Termini	Karrington Ln	0.09	2.5" Mill & 2.5" Overlay
Pembrook Ct	Termini	Karrington Ln	0.21	2.5" Mill & 2.5" Overlay
Sunbury Rd	Karrington Ln	Benfield Ct	0.08	2.5" Mill & 2.5" Overlay
Sunbury Rd	Benfield Ct	Preston Ln	0.08	2.5" Mill & 2.5" Overlay
Tremaine Dr	Termini	Karrington Ln	0.03	2.5" Mill & 2.5" Overlay
Preston Ln	Pembrook Ct	Sunbury Rd	0.35	2.5" Mill & 2.5" Overlay
Winterberry Way	Preston Ln	Winterberry Way	0.24	2.5" Mill & 2.5" Overlay

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

IV. Prequalification

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

V. Testing

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

Incidental to HMA Paving are nuclear density tests every 500 lineal feet at each outside wheel path and at the centerline. Roadways less than 1,000 feet in length shall have a

minimum of two (2) nuclear density tests at each wheel path and at the centerline. Sampling requirements from Section 460.2.8.2.1.3.1 of the State Standard Specification shall be followed.

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

VI. Cleaning

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

VII. Traffic Control & Safety

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

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

VIII. Saw Cutting Pavement

Execution:

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

Measurement & Payment:

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

IX. Pulverize & Relay

Execution:

This work shall consist of pulverizing, distributing, shaping and compaction of the existing asphaltic roadway as directed by the Engineer and as hereinafter provided. Pulverize the full depth of the existing asphaltic pavement until 97% or more will pass the 2-inch sieve. The pulverized material shall be mixed with the existing granular base material. Subgrade material shall not be permitted in the base/surface mixture. Material larger than 3” shall be removed.

The pulverized material shall be redistributed, graded, and shaped to conform to the

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

Measurement & Payment:

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

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

X. Common Excavation

Execution:

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

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

Measurement & Payment:

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

XI. Removing Asphaltic Pavement by Milling

Execution:

Milling operations shall be from the outside edge to the center of the pavement in a

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

The Contractor shall install temporary driveway ramps out of 2”x4” wood or 3/8” crushed Traffic Bond at all driveways where >3” temporary elevation change occurs. This will be considered incidental to the Contract.

Measurement & Payment:

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

XII. Butt Joints

Execution:

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

Measurement and Payment:

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

XIII. Base Repair

Materials:

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

Execution:

The milled or pulverized surface shall be proof rolled with a fully loaded quad-axle truck prior to the placement of any asphaltic pavement. Proof rolling shall be scheduled with the

City's Engineer. If the proof roll indicates the presence of poor subgrade, the area of poor subgrade shall be marked by the inspector, and excavated 1-foot deep as measured from the milled surface. Excavations in excess of 1-foot shall be approved by the inspector.

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

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

Measurement & Payment:

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

XIV. Asphalt Binder, Base Patch

Materials:

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

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

Execution:

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

Measurement & Payment:

Base repair binder is divided into two pay items.

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

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

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

XV. Asphalt Surface, Asphalt Binder, and Tack Coat

Materials:

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

2-Inch Asphalt Surface Course shall be 4 LT 58-28 S hot mix asphalt.
3-Inch Asphalt Binder Course shall be 3 LT 58-28 S hot mix asphalt.

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

Execution:

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

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

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

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

Where feasible the asphalt shall be placed to achieve a minimum final centerline crown of 2% on all roadways being rehabilitated. 3% crown is desired where the centerline surface

course compacted thickness does not exceed 2.5-inches on average.

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

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

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

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

Measurement & Payment:

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

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

XVI. <u>Shouldering, Reclaimed Asphalt Pavement, ¾" Dense</u>

Materials:

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

Execution:

The shoulder material shall be placed, graded, and compacted within the void created during the milling process, and slope to the existing shoulder limits where the existing shoulder is granular. A pneumatic or vibratory roller shall be used to compact the material, including the foreslope. A walk-behind or other approved compaction device may be used

to achieve sufficient compaction on the foreslope as determined by the Engineer. Excess material beyond existing shoulder limits shall be removed and restored.

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

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

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

Measurement and Payment:

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

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

Materials:

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

Execution:

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

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

Measurement and Payment:

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

XVIII. Manhole Adjustment, Cast Iron Paving Rings

Materials:

Manhole frames shall be adjusted by a single, one piece, cast iron adjusting ring if the total adjustment is less than 3-inches. Adjustable diameter type manhole adjustment rings shall not be used to raise manholes to finish grade.

Manholes with internal rubber seals shall have the seal extended or replaced to conform to the newly adjusted manhole grade. This is considered incidental to the work performed under the Manhole Adjustment.

Execution:

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

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

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

All sanitary sewers shall be left in completely cleaned condition after manhole adjustments have been completed. All mortar, construction debris and asphalt shall be removed from lid slots, between the manhole lid and frame, as well as on the manhole walls and bench to the sewer flow line. All flow lines must be cleaned, allowing flow without obstructions. If Utilities Department personnel have to remove any debris that is left in structures and/or sewer lines after the manhole adjustments have been completed, time and equipment costs will be billed to the Prime Contractor.

All sanitary facilities will be inspected by the Utility following the work to ensure proper construction. Deficiencies will be provided in a list to the Engineer for the Contractor to address. After addressing these issues the Utility will perform a follow up inspection.

Further deficiencies not addressed will be provided in a list, and subsequent inspections by the Utility will be billed at a rate of $125.00 per hour to the Contractor until the adjustments are satisfactorily completed.

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

Measurement & Payment:

The City will measure Manhole Adjustments as each individual manhole acceptably completed. Payment for Manhole Adjustments is full compensation for providing all required materials, exclusive of frames, grates or lids available and designated for adjusting; and for removing, reinstalling and adjusting the covers. The Contractor shall replace all covers to be adjusted and that are unusable due to the Contractor's operations, at no expense to the City.

XIX. Valve Box Adjustments

Materials:

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

Execution:

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

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

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

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

New pavement removed as a result of unacceptable utility adjustments shall be replaced

and crack sealed at no additional cost to the City.

Measurement and Payment:

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

XX. Storm Manole Repair, Tuck Point and Casting Adjustment

Materials:

Grout used in tuck pointing shall be pre-mixed, non-metallic, high-strength, non-shrink, Pennegrout® by IPA Systems, or approved equal, which meets requirements of ASTM C-1-91 and C-827 as well as CRD C-588 and C-621.

Measurement & Payment:

The City will measure Storm Manhole Repair, Tuck Point and Casting Adjustment as each individual manhole repair is acceptably completed, which price shall be full compensation for all operations specified, and for all materials, labor, tools, equipment, and incidentals necessary to complete this item of work.

XXI. Storm Inlet/Manhole Repair, Top Rebuild

Materials:

All adjustment materials shall conform to the City of New Berlin Infrastructure Standards Section 4.1.13.1. Cretex rings are acceptable within the top 2-feet of the inlet/Manhole structure as measured from the top of the structure.

Execution:

The scope of this item is intended to provide a pay item for curb inlets and manholes that require rebuilding of the structure within the top one foot. Curb inlets and manholes identified in the project drawings to receive Top Rebuild shall be inspected by the Contractor to determine the extent of the repair. Any deficiencies in the structure beyond the scope of this item shall be brought to the attention of the inspector.

The curb and gutter adjacent to the inlet shall be removed to a point as marked in the field, but no less than 4-feet from the inlet. The casting shall be removed from the structure, and deteriorated sections of the structure shall be removed, replace the existing casting on the repaired structure, and restore the disturbed area around the inlet with topsoil, mulch, seed and fertilizer. Restoration is considered incidental to this bid item.

Measurement & Payment:

Curb and gutter repairs due to this item will be paid separately under the Remove and

Replace Concrete Curb & Gutter bid item.

The City will measure Storm Inlet/Manhole Repair, Top Rebuild as each individual inlet or manhole repair acceptably completed, which price shall be full compensation for all operations specified, and for all materials, labor, tools, equipment, and incidentals necessary to complete this item of work.

XXII. Storm Sewer, Corrugated Metal Pipe Replacement

Materials:

All corrugated metal pipe shall be constructed per SWS, Section 8.14.0 or as approved by City Engineer. All corrugated metal pipe shall be the size as according to the bid item name.

- Corrugated Steel pipe – ASTM C76 A796
- Flared End Sections
- Coupling Bands. Pipe bands conforming to SWS, Section 8.14.3

Execution:

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

Measurement and Payment:

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

XXIII. Remove & Replace Concrete Curb & Gutter

Materials:

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

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

Execution:

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

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

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

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

Measurement and Payment:

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

XXIV. Pavement Marking

Materials:

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

Execution:

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

Measurement & Payment:

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

CITY OF NEW BERLIN
RD-25-01

2025 LRIP ROADWAY REHABILITATION

PROPOSAL

To the City of New Berlin
New Berlin, WI 53151

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

Base Bid					
Bid Item	**Description**	**Unit Cost**	**Unit**	**Quantity**	**Cost**
1	Tack Coat		GAL	2,901	
2	Butt Joints		LF	228	
3	Saw Cutting Pavement		LF	4,478	
4	Common Excavation		CY	4,017	
5	Pulverize & Relay		SY	36,519	
6	Remove Asphaltic Pavement by Milling, 2.5-Inch		SY	21,512	
7	Base Repair		CY	2,321	
8	Manhole Adjustment, Cast Iron Paving Rings		EACH	44	
9	Water Valve or Water Box Adjustment		EACH	4	
10	Remove & Replace Concrete Curb & Gutter		LF	1,683	
11	Asphalt Surface, 4 LT 58-28 S, 2-Inch		TON	4,410	
12	Asphalt Surface, 4 LT 58-28 S, 2.5-Inch		TON	3,402	
13	Asphalt Binder, 3 LT 58-28 S, 3-Inch		TON	7,152	
14	Asphalt Binder, Base Patch (<8-Feet Width), 3 LT 58-28 S, 3-Inch		SY	2,388	
15	Asphalt Binder, Base Patch (>=8-Feet Width), 3 LT 58-28 S, 3-Inch		SY	2,388	
16	Shouldering, Reclaimed Asphalt Pavement, 3/4" Dense		TON	248	
17	Shoulder Restoration, Topsoil, Fertilizer, Seed, Matting, Watering		LF	4,056	
18	Storm Manhole Repair, Tuck Point and Casting Adjustment		EACH	1	
19	Storm Inlet/Manhole Repair, Top Rebuild		EACH	3	
20	Storm Sewer, Corrugated Metal Pipe Replacement, 15-inch		LF	32	
21	Storm Sewer, Corrugated Metal Pipe Replacement, 13x17-inch		LF	42	
22	Storm Sewer, Corrugated Metal Pipe Replacement, 18x24-inch		LF	46	
23	Flared End Sections		EACH	6	
24	Pavement Marking, Epoxy, 4-Inch Solid, White		LF	9,351	
25	Pavement Marking, Epoxy, 4-Inch Solid, Yellow		LF	7,501	
26	Pavement Marking, Epoxy, 4-Inch, Skip Dash, Yellow		LF	1,902	
27	Pavement Marking, Epoxy, 18-Inch, Stop Bar, White		LF	50	
28	Traffic Control		LUMP SUM	1	
				Total Cost	

Write Out Total: _____

_____

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

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

If awarded a Contract under this Proposal the undersigned agrees to start work within ten (10) calendar days after the receipt from the Owner of a formal Notice to Proceed. The undersigned further agrees to commence work at the site on a date to be specified in a written order from the Owner, which date will not be prior to that established by the calendar days stated above, except by mutual agreement between the undersigned and the Owner, and agrees to fully complete all work covered by October 24, 2025. The undersigned understands and agrees that the Owner reserves the right to defer issuance of a written order to commence work for a period not to exceed thirty (30) days after the date herein established by the undersigned as a proposed starting date.

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

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

_____

DATE

_____

FIRM NAME

BY:_____

_____

TITLE

BY:_____

_____

TITLE

OFFICIAL ADDRESS

_____

_____

_____

_____

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

CONTRACT
RD-25-01

This Contract made this _____ day of _____, 2025, by and between _____, herein called the "Contractor", and the City of New Berlin, a municipal corporation, located in Waukesha County, Wisconsin, herein called the "Owner".

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

ARTICLE I. SCOPE OF WORK

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

The anticipated Contract Award date and Notice to Proceed date for this Contract will be **April 21, 2025**. The City of New Berlin is requesting that the work start no later than **May 27, 2025** and be completed by **October 24, 2025**.

ARTICLE II. CONTRACT PRICE

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

_____.

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

PAYMENT

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

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

Work is completed. If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the Work completed less the aggregate of payments previously made and the retainage calculated. If the Work is certified as unsatisfactory by the Engineer, Owner will continue to retain part of the payments up to 10% of the value of the Work completed.

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

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

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT

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

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

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

ARTICLE IV. PAYMENT FOR LABOR AND MATERIAL

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

ARTICLE V. LIQUIDATED DAMAGES

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

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

ARTICLE VI. OBSTRUCTION OF STREETS

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

ARTICLE VII. HOLD HARMLESS CLAUSE

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

ARTICLE VIII. CONTRACT BOND

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

ARTICLE IX. INSURANCE & ENDORSEMENT

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

General Liability:	
General Aggregate	$2,000,000
Products Comp/Ops Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000
Each occurrence	$1,000,000
Fire Damage (Any One Fire)	$ 50,000
Medical Expense (Any One Person)	$ 5,000
Automobile Liability:	
CSL	$1,000,000
Bodily Injury (Per Accident)	$1,000,000
Property Damage (Per Accident)	$1,000,000
Umbrella Liability:	
Umbrella Form - Each Occurrence	$2,000,000
Umbrella Form - Aggregate	$2,000,000
Self-Insured Retention	$ 10,000
Workers' Compensation and Employers' Liability	
Each Accident	$ 500,000
Disease Policy Limit	$1,000,000
Disease Each Employee	$ 500,000

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

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

_____
Contractor

_____

_____
Address

(SEAL)
ATTEST:
By:_____

_____

By:_____

_____
Title

By:_____
Mayor

(SEAL)
ATTEST:

_____

By:_____
Clerk

_____

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

By:_____

_____
Treasurer

Date:_____

Approved as to form:

Attorney

Date:_____

BID BOND

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

_____ as principal, and

_____ as Surety, are hereby

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

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

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

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

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

2025 LRIP Roadway Rehabilitation, Contract RD-25-01, City of New Berlin.

NOW, THEREFORE,

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

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

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

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

_____ (L.S.)
Principal

Surety

By:

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

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

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

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, of the Default. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract.; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract; or

2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or

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

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

12. Definitions.

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

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

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

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

PAYMENT BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

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

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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

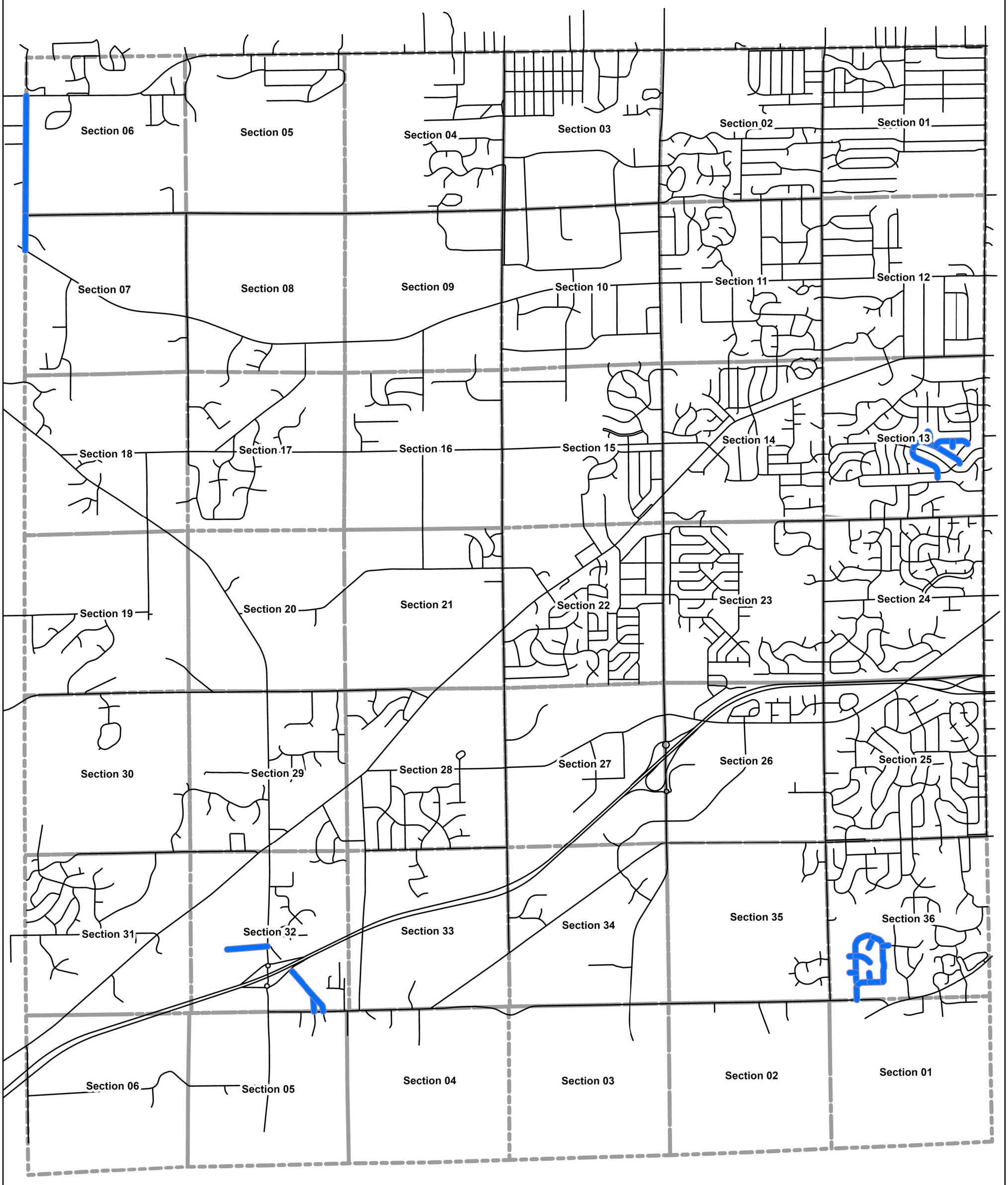
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

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

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



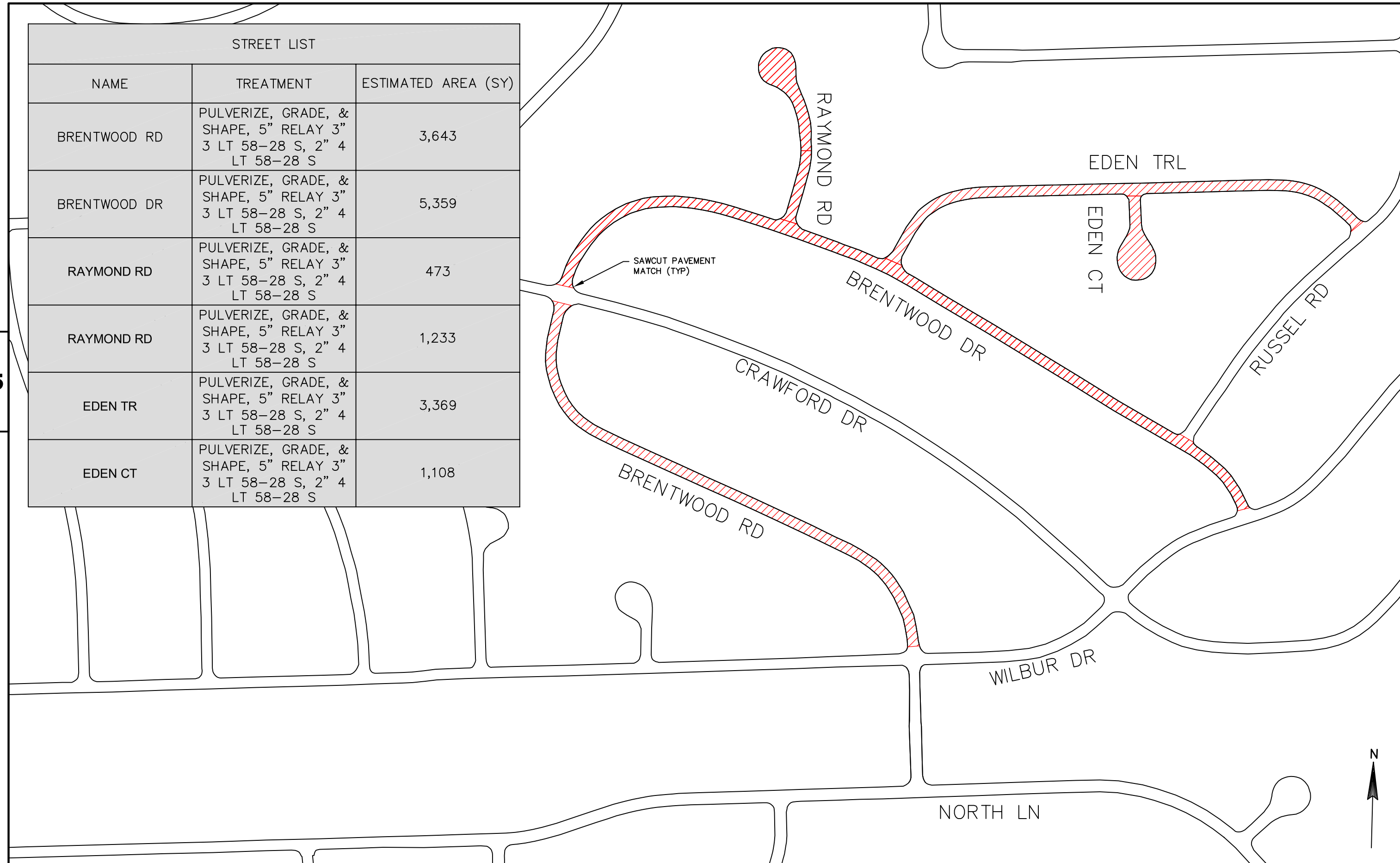
2025 City of New Berlin - Roadway Rehabilitation Project

City of New Berlin
city living with a touch of country
Department of Community Development

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

Pavement Segment
Section

STREET LIST		
NAME	TREATMENT	ESTIMATED AREA (SY)
BRENTWOOD RD	PULVERIZE, GRADE, & SHAPE, 5" RELAY 3" 3 LT 58-28 S, 2" 4 LT 58-28 S	3,643
BRENTWOOD DR	PULVERIZE, GRADE, & SHAPE, 5" RELAY 3" 3 LT 58-28 S, 2" 4 LT 58-28 S	5,359
RAYMOND RD	PULVERIZE, GRADE, & SHAPE, 5" RELAY 3" 3 LT 58-28 S, 2" 4 LT 58-28 S	473
RAYMOND RD	PULVERIZE, GRADE, & SHAPE, 5" RELAY 3" 3 LT 58-28 S, 2" 4 LT 58-28 S	1,233
EDEN TR	PULVERIZE, GRADE, & SHAPE, 5" RELAY 3" 3 LT 58-28 S, 2" 4 LT 58-28 S	3,369
EDEN CT	PULVERIZE, GRADE, & SHAPE, 5" RELAY 3" 3 LT 58-28 S, 2" 4 LT 58-28 S	1,108



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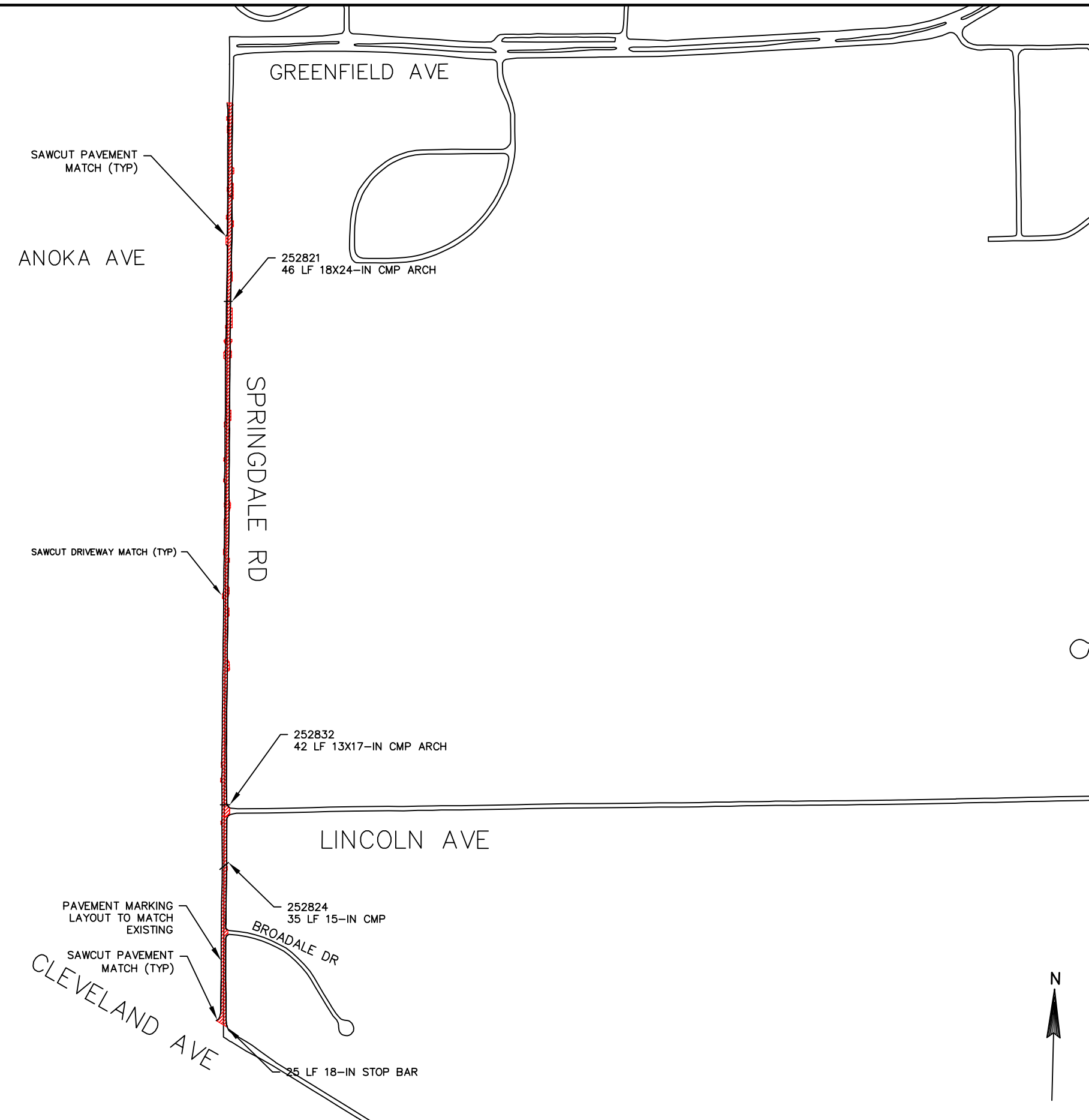
PROJECT NO:RD-25-01	HWY:	COUNTY:WAUKESHA	2025 LRIP ROADWAY REHABILITATION	SHEET	E

STREET LIST		
NAME	TREATMENT	ESTIMATED AREA (SY)
SPRINGDALE RD	PULVERIZE, GRADE, & SHAPE, 5" RELAY 3" 3 LT 58-28 S, 2" 4 LT 58-28 S	10,222
SPRINGDALE RD	PULVERIZE, GRADE, & SHAPE, 5" RELAY 3" 3 LT 58-28 S, 2" 4 LT 58-28 S	3,074



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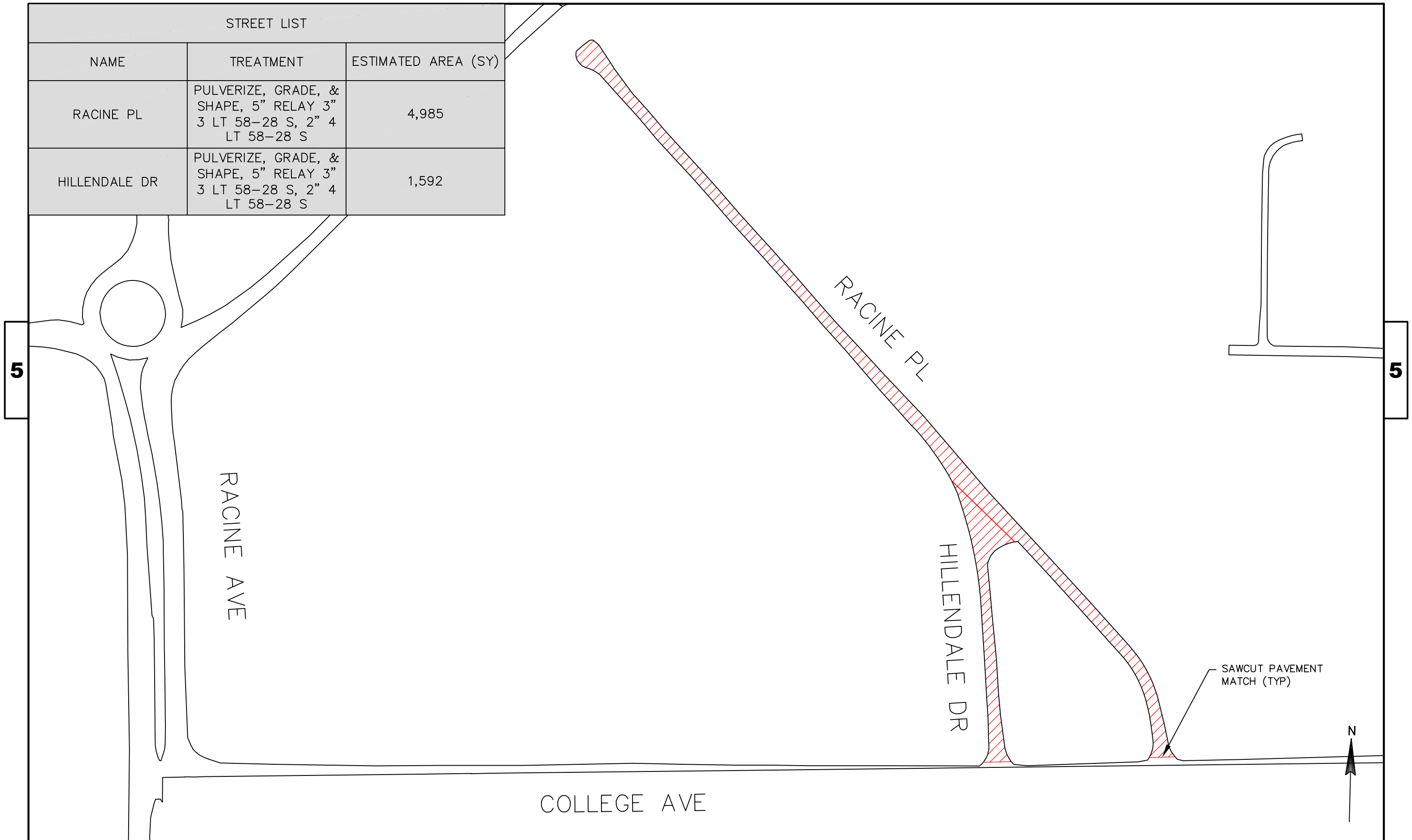
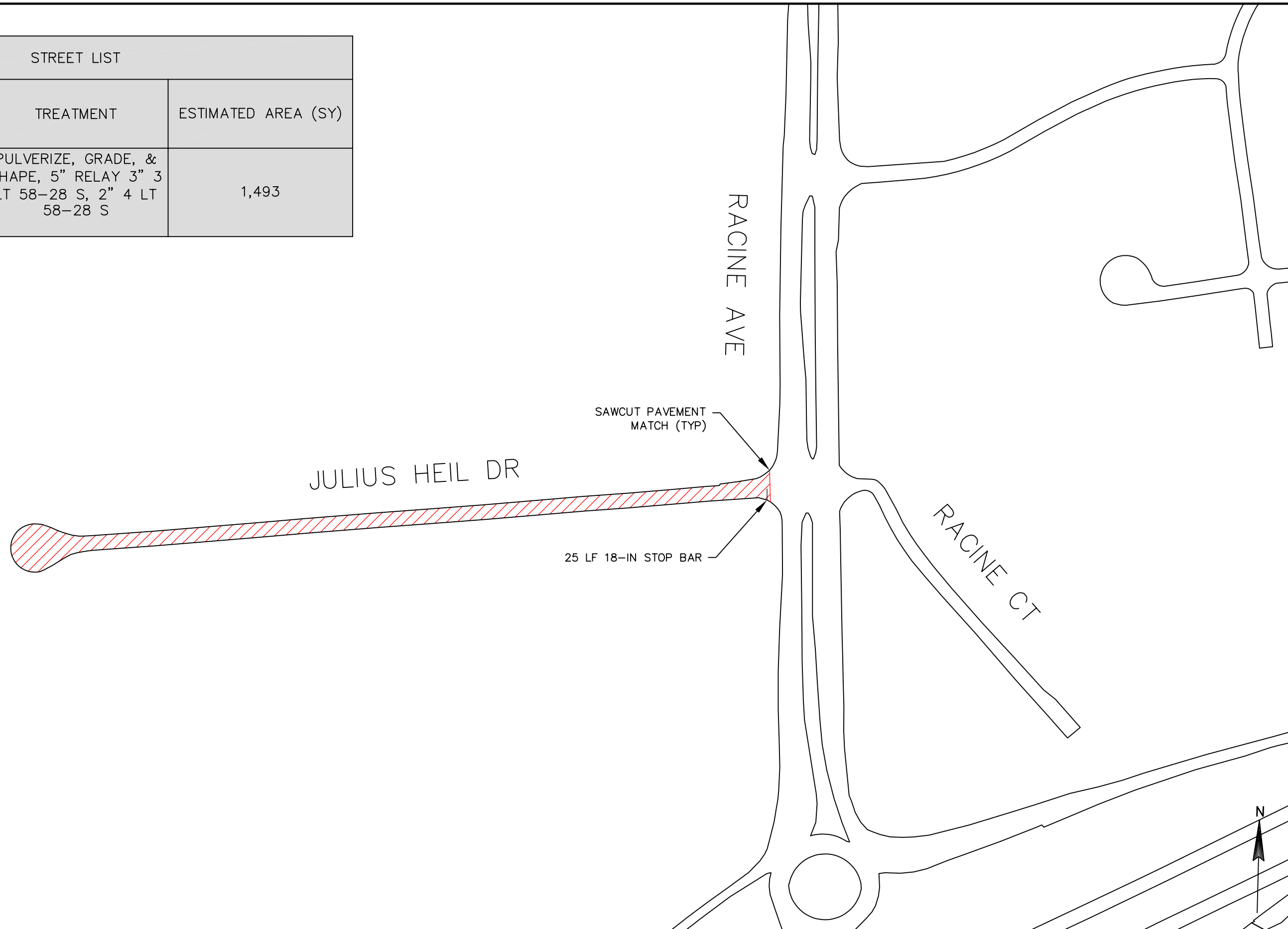
PROJECT NO:RD-25-01	HWY:	COUNTY:WAUKESHA	2025 LRIP ROADWAY REHABILITATION	SHEET	E

STREET LIST		
NAME	TREATMENT	ESTIMATED AREA (SY)
RACINE PL	PULVERIZE, GRADE, & SHAPE, 5" RELAY 3" 3 LT 58-28 S, 2" 4 LT 58-28 S	4,985
HILLENDALE DR	PULVERIZE, GRADE, & SHAPE, 5" RELAY 3" 3 LT 58-28 S, 2" 4 LT 58-28 S	1,592



PROJECT NO:RD-25-01	HWY:	COUNTY:WAUKESHA	2025 LRIP ROADWAY REHABILITATION	SHEET	E

STREET LIST		
NAME	TREATMENT	ESTIMATED AREA (SY)
JULIUS HEIL DR	PULVERIZE, GRADE, & SHAPE, 5" RELAY 3" 3 LT 58-28 S, 2" 4 LT 58-28 S	1,493



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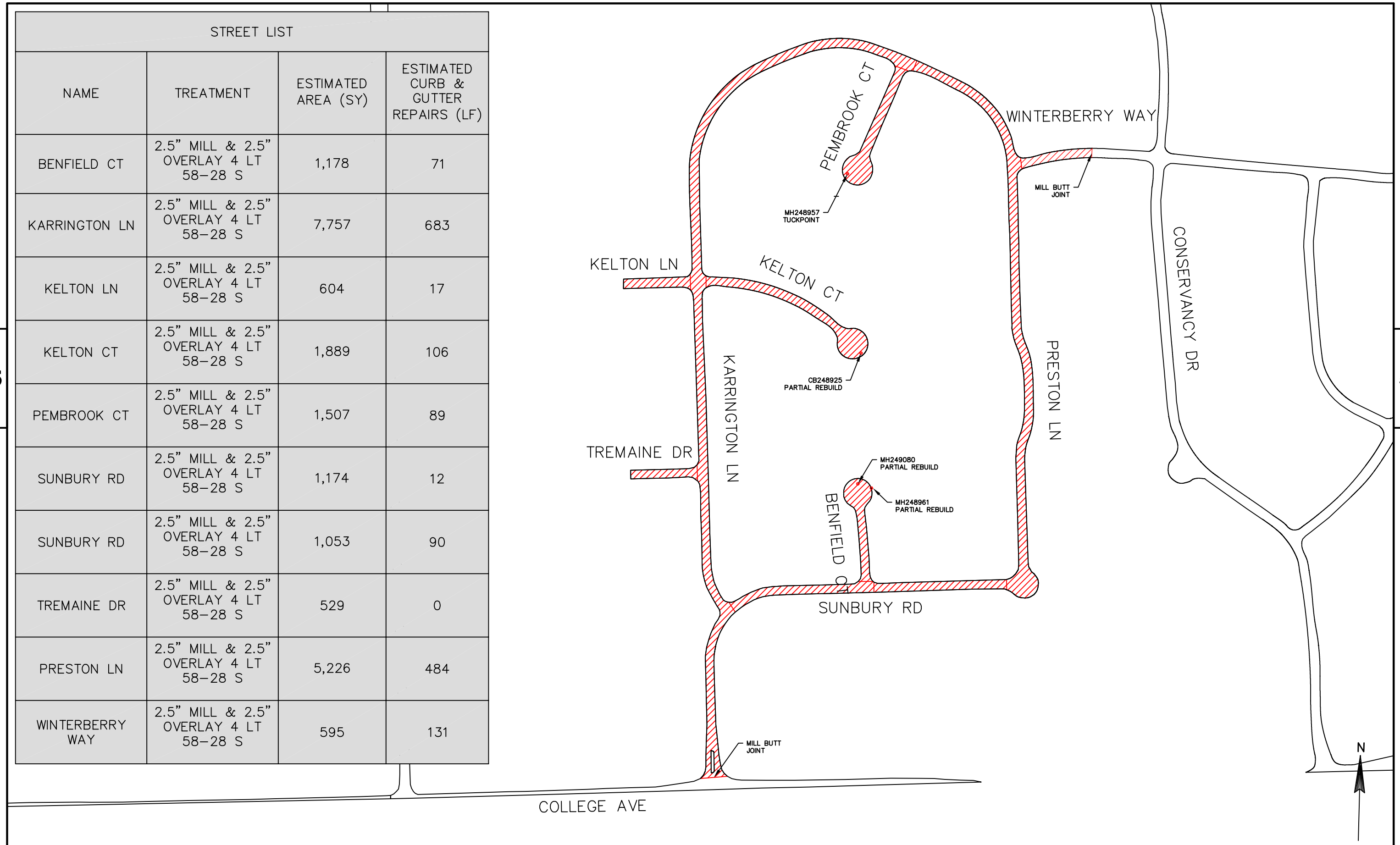
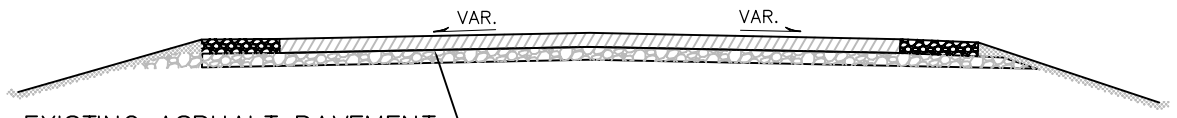
PROJECT NO:RD-25-01	HWY:	COUNTY:WAUKESHA	2025 LRIP ROADWAY REHABILITATION	SHEET	E

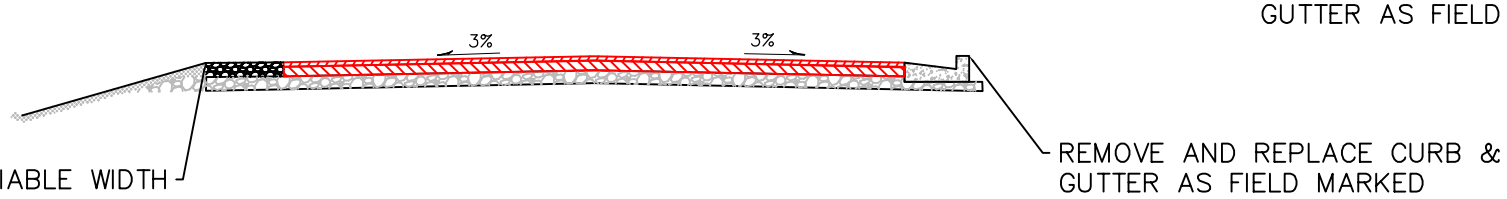
STREET LIST			
NAME	TREATMENT	ESTIMATED AREA (SY)	ESTIMATED CURB & GUTTER REPAIRS (LF)
BENFIELD CT	2.5" MILL & 2.5" OVERLAY 4 LT 58-28 S	1,178	71
KARRINGTON LN	2.5" MILL & 2.5" OVERLAY 4 LT 58-28 S	7,757	683
KELTON LN	2.5" MILL & 2.5" OVERLAY 4 LT 58-28 S	604	17
KELTON CT	2.5" MILL & 2.5" OVERLAY 4 LT 58-28 S	1,889	106
PEMBROOK CT	2.5" MILL & 2.5" OVERLAY 4 LT 58-28 S	1,507	89
SUNBURY RD	2.5" MILL & 2.5" OVERLAY 4 LT 58-28 S	1,174	12
SUNBURY RD	2.5" MILL & 2.5" OVERLAY 4 LT 58-28 S	1,053	90
TREMAINE DR	2.5" MILL & 2.5" OVERLAY 4 LT 58-28 S	529	0
PRESTON LN	2.5" MILL & 2.5" OVERLAY 4 LT 58-28 S	5,226	484
WINTERBERRY WAY	2.5" MILL & 2.5" OVERLAY 4 LT 58-28 S	595	131



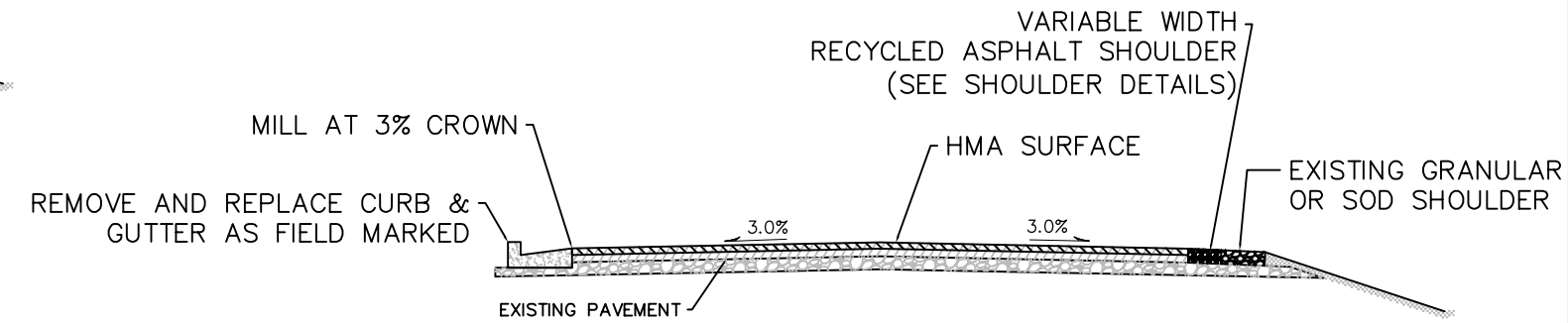
PROJECT NO:RD-25-01	HWY:	COUNTY:WAUKESHA	2025 LRIP ROADWAY REHABILITATION	SHEET	E



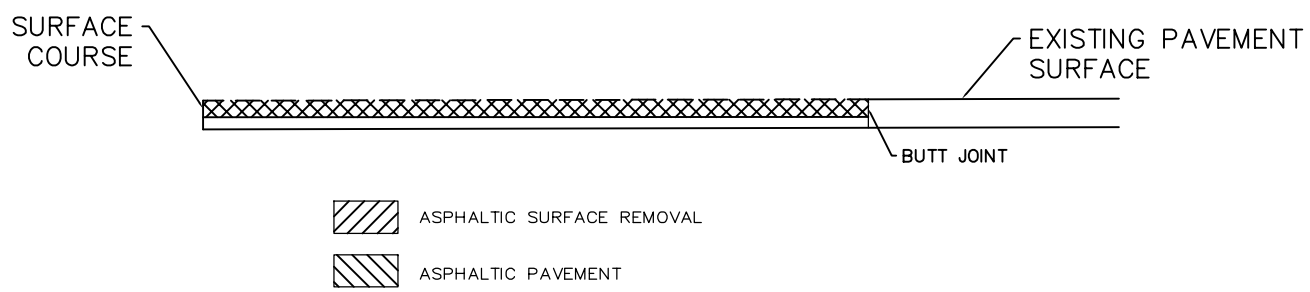
PULVERIZE & RELAY TYPICAL EXISTING SECTION



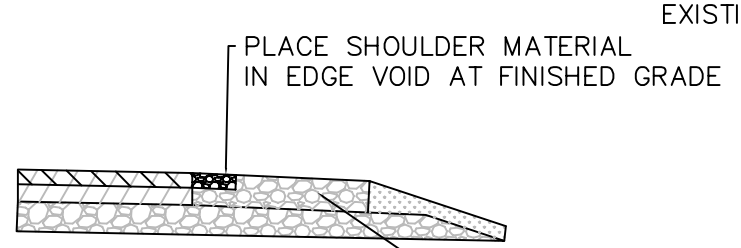
PULVERIZE & RELAY TYPICAL PROPOSED SECTION



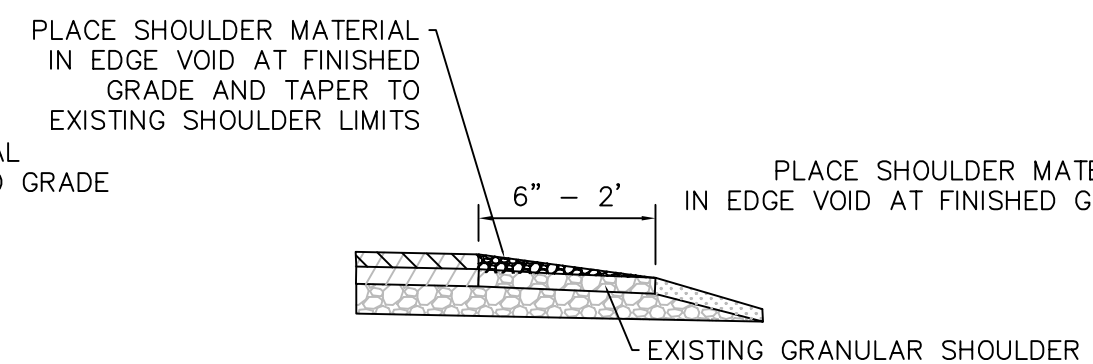
TYPICAL MILL & OVERLAY CROSS SECTION



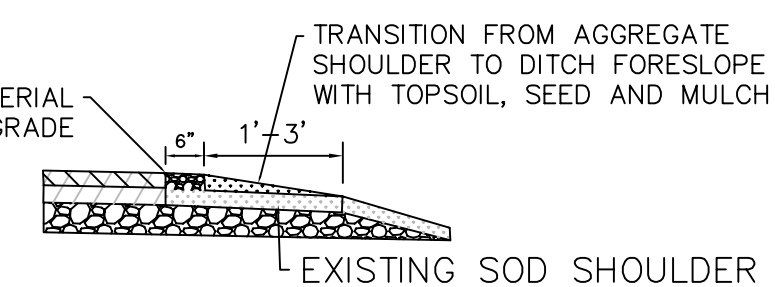
MILL & OVERLAY JOINT DETAIL



SHOULDER DETAIL
EXISTING SHOULDER AT
FINISHED GRADE



SHOULDER DETAIL
EXISTING GRANULAR SHOULDER
BELOW FINISHED GRADE



SHOULDER DETAIL
EXISTING SOD SHOULDER BELOW FINISHED GRADE

PROJECT NO:RD–25–01	HWY: DETAILS	COUNTY:WAUKESHA	2025 LRIP ROADWAY REHABILITATION	SHEET	E

STAFF REPORT
EXECUTIVE SUMMARY

APPLICANT: **City of New Berlin**

PROJECT: **2025 Roadway Maintenance Joint, Crack Cleaning and Sealing Project**

LOCATION: **Citywide**

REQUEST: **Approval of the 2025 Roadway Maintenance Joint, Crack Cleaning and Sealing Project**

D.C.D. RECOMMENDATION: **Recommend to the Common Council the awarding of a Construction Contract to the lowest responsive, responsible bidder, *Thunder Road, LLC*, for the 2025 Roadway Maintenance Joint, Crack Cleaning & Sealing Project in an amount of $135,397.33 and awarding an inspection services contract to Ruekert & Mielke, Inc. in the amount of $19,489.00. With contingencies and inspection the not-to-exceed Total Project Costs are $164,000.00 from account 15110029 59040.**

1. **Roadway Maintenance**

   a. The annual Roadway Maintenance Joint, Crack Cleaning and Sealing Project concentrates on maintaining streets that have a pavement condition ranging from 70 – 100. The emphasis of the Project is to seal as many streets as possible with a pavement condition rating of 70 & 80 as rated in 2023. The next Pavement rating will occur in the summer of 2025.

   b. 2025 Approved Budget: $250,000

2. The Roadway Maintenance Account 15110029 59040 is also used for spot repairs (coordinated with the Streets Division) and pavement markings.

   a. Pavement marking by Waukesha County cost $24,583.60 in 2024. Based on evaluation of the pavement marking assets, the number of streets we mark will likely increase in 2025.

   b. The quote received from Ruekert & Mielke, Inc. for inspection services is $19,489.00 for the 2025 Crack Sealing Project.

3. On March 5, 2025, the City of New Berlin received five (5) Bids from contractors for the 2025 Roadway Maintenance Joint, Crack Cleaning and Sealing Project. The apparent low Bidder is *Thunder Road, LLC of Waukesha, WI.*
4. Work is anticipated to begin on or about May 27, 2025 and be completed by October 24, 2025.
5. The Contractor will provide advanced notification a minimum of 48 hours prior to any crack filling work on a particular street.

<u>DETAILS IN ATTACHED STAFF REPORT</u>

CITY OF NEW BERLIN
DEPARTMENT OF COMMUNITY DEVELOPMENT
BOARD OF PUBLIC WORKS STAFF REPORT

Meeting of March 17, 2025

City of New Berlin 2025 Crack Sealing Program

DATE STAFF REPORT CREATED: March 11, 2025

APPLICANT: City of New Berlin

REQUEST / DESCRIPTION OF PROJECT: The project involves cleaning, routing and sealing cracks on roadways that were rated with a pavement condition of 70 & 80 in 2023. The next pavement inspection will be completed in the summer of 2025. The Base Bid for the project included 112 roadway segments which equates to approximately 29 miles of roadway. The work is to be completed by end of October 2025..

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

BIDS RECEIVED: 5 Bids - A summary of the Bid results is attached.

SELECTED CONTRACTOR: Thunder Road, LLC

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

FISCAL IMPACT:

Base Bid	$ 135,397.33	
Contingencies (≈7%)	$ 9,113.67	
Inspection	$ 19,489.00	Quote from Ruekert & Mielke, Inc.
Total Project Costs	$ 164,000.00	

SOURCE OF FUNDS

2025 Roadway Maintenance Account: 15110029 59040 Available Funds: $250,000.00.

D.C.D. RECOMMENDATION: **Recommend to the Common Council the awarding of a Construction Contract to the lowest responsive, responsible bidder, *Thunder Road, LLC*, for the 2025 Roadway Maintenance Joint, Crack Cleaning & Sealing Project in an amount of $135,397.33 and awarding an inspection services contract to Ruekert & Mielke, Inc. in the amount of $19,489.00. With contingencies and inspection the not-to-exceed Total Project Costs are $164,000.00 from account 15110029 59040.**

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

RD-25-02 2025 Roadway Maintenance Joint, Crack Cleaning & Sealing Project
Bid Results
March 5, 2025 @ 10:00 A.M.

BIDDER	BID BOND	PRE-QUAL STATEMENT	BASE BID	RANKING
Thunder Road, LLC			$ 135,404.52	1
Denler, Inc.			$ 139,096.22	2
Precision Sealcoating, Inc.			$ 145,179.40	3
American Pavement Solutions, Inc			$ 188,744.07	4
Fahrner Asphalt Sealers, LLC			$ 216,648.00	5
Engineer's Estimate			$ 151,815.88	

CITY OF
NEW BERLIN

2025 Road Rehabilitation & Maintenance Construction Oversight

March 7, 2025

Ruekert • Mielke

Ruekert Mielke
W233 N2080 Ridgeview Parkway, Waukesha, WI 53188 262-542-5733

March 7, 2025

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

Re: 2025 Road Rehabilitation & Maintenance Construction Oversight

Dear Ms. Simonson,

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

We have put together a team that has delivered successful road improvement projects for the City for the last two years. Our team is dedicated to success in the City through autonomy, documentation, and adherence to City standard specifications. Our team has developed positive working relationships with contractors throughout SE Wisconsin that continue to prove fruitful in the efficient and cost-effective completion of projects like these.

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

Sincerely,
RUEKERT & MIELKE, INC.

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

TABLE OF **CONTENTS:**

4 FIRM INFORMATION

5 PROJECT UNDERSTANDING

6 PROJECT APPROACH

9 PROJECT EXPERIENCE

13 PROJECT TEAM

19 LEVEL OF EFFORT

KEY **DIFFERENTIATORS**

LOCAL PRESENCE IN THE CITY

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

FAMILIARITY WITH CITY STANDARDS & STAFF PREFERENCES

Our Lead Construction Review Technician, Matt Klein, and the other construction review technicians planned for this project have all worked on City projects within the last two years. The proposed team is intimately familiar with the City standards and the preferences of City staff so that if any issues arise, they can be quickly resolved on-site.

STRONG CONTRACTOR WORKING RELATIONSHIPS

Over the years, our staff have developed strong working relationships with contractors for these types of projects.

Our team is consistently recommended and referred by contractors for their fairness and ease of working with. **Our proposed team can efficiently work with contractors to ensure City standards are met and a project runs smoothly throughout the entire duration.**

Ruekert · Mielke

YOUR **INFRASTRUCTURE ALLY**

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

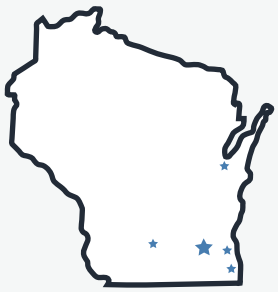
ABOUT

- Established in 1946
- 100+ Employees Located in Wisconsin
- 7x Top Workplace

100%

EMPLOYEE **OWNED**

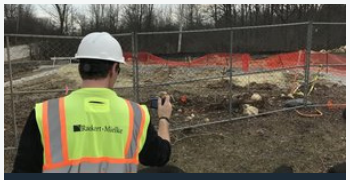
LOCATIONS



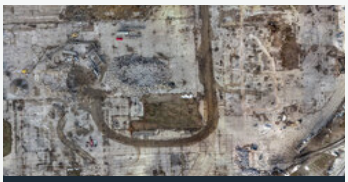
WAUKESHA, WI
MADISON, WI
GREEN BAY, WI
KENOSHA, WI
MILWAUKEE, WI

SERVICES

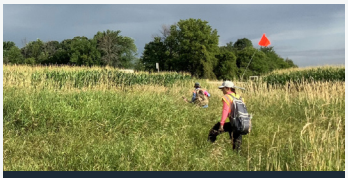
AGRICULTURE



CONSTRUCTION SERVICES

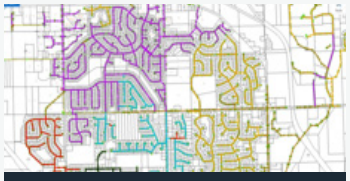


DRONE & SURVEY

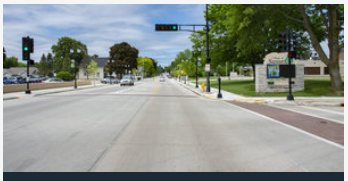


ENVIRONMENTAL

FINANCE



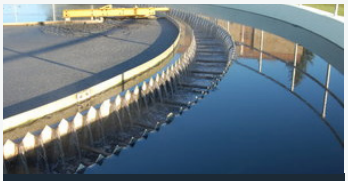
GIS



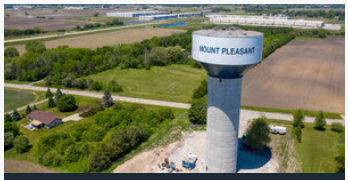
MUNICIPAL & ROADS

PAVEMENT MANAGEMENT

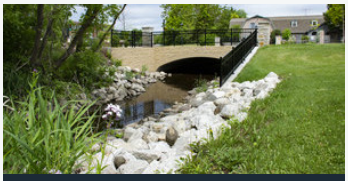
SITE DEVELOPMENT



WASTEWATER



WATER & SCADA



WATER RESOURCES

PROJECT UNDERSTANDING

The 2025 Roadway Rehabilitation and 2025 Roadway Maintenance Projects consist of many different working parts at various locations throughout the City. We have evaluated the contract documents for both projects and understand the requirements for all phases of work. We are prepared to work with the City to ensure the safe, successful, and timely completion of both projects. Our project team has extensive knowledge and construction review and management skills for projects like these both in the City and in other communities throughout SE Wisconsin. **Our experience on recent successful projects in the City of New Berlin will allow us to work collectively with City staff, the contractor, and City residents to ensure all project stakeholders reach the same goal of a minimally disruptive, highly-successful project.**

R/M's project team has familiarity with City standards and the preferences of staff to autonomously navigate issues that arise on-site without needing to involve City staff in every aspect of the project. City staff will be routinely kept up to date on schedule changes, project progress, current quantity, and budget status. Staff will also be notified of any resident concerns and how our project team plans to resolve any issues. **Our strong ability to build positive working relationships with contractors and residents ensures that you have peace of mind knowing that your project is being completed successfully while the residents of your City are taken care of, and their needs are also being met.**

ROADWAY REHABILITATION PROJECT

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

R/M's project team understands that every project component, from pavement milling and pulverizing to culvert replacements on Springdale Road and pavement markings, is equally vital to the project's success.

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

The project team has previously demonstrated to the City that they have effective communication, inspection, documentation, and project management skills. The same level of expertise can be expected on this project.

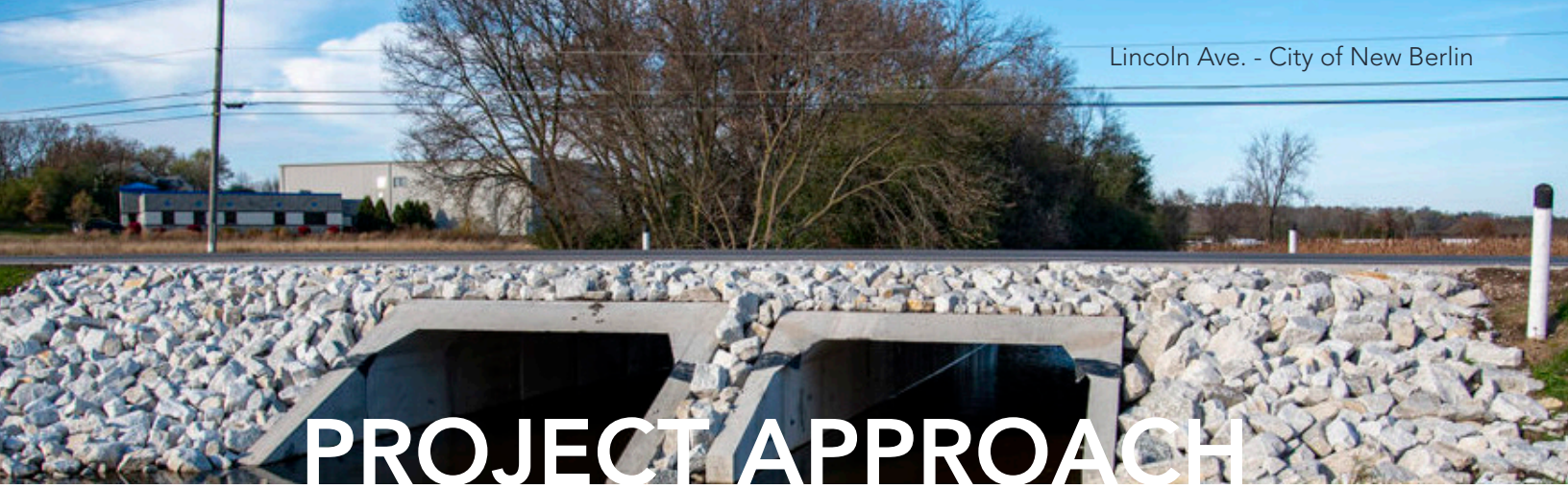
ROADWAY MAINTENANCE PROJECT

There are approximately 22 miles of roadway planned to be crack sealed. Our team will document the contractor's progress during the project, ensuring their work adheres to the specifications and that project areas are kept swept and clean of debris. The contractor must have effective rolling traffic control measures to ensure the safety of their workers and the traveling public, in addition to maintaining the integrity of the product being applied.

Crack sealing projects consist of several moving parts and can easily overwhelm a neighborhood if residents are not properly informed. Our team will monitor the contractor's posting of notices to project areas and ensure compliance with the contact documents for traffic control throughout the project.

During the 2024 Road Maintenance Project, we routinely reviewed schedules and sequencing with the contractor to ensure their plans met the expectations of the City and the contract documents. This daily coordination resulted in a seamless and efficient project completion.

Our project team will collaborate with the contractor to coordinate all moving parts into a seamless operation, ensuring minimal disruptions to residents.



PROJECT APPROACH

R/M's team of construction review technicians are routinely trained using the feedback we receive from our clients. **By prioritizing our clients' interests, we develop comprehensive training plans that keep our construction review technicians up to date on emerging technology, inspection techniques, and key construction practices. Our training also emphasizes the soft skills necessary for effective communication with municipal officials, residents, and contractors.**

Our team utilizes the latest technology and carefully developed software to create electronic daily reports to refer to when collaborating with municipal officials, contractors, and residents. **Documentation of the materials used on-site is completed by checking specifications, actual materials such as weigh tickets, concrete delivery tickets, utility structure materials, and related items, which are photographed and included in the daily electronic reports.**

Our team has demonstrated that they are equipped to use the physical tools needed to check grade, take measurements, and capture photos to properly document construction activities on their reports. We have found that our attentiveness to important project details such as grades, quantities, and unique site conditions has allowed us to preemptively prevent change order requests or conflicts by recognizing deviations early and swiftly working with the contractor to resolve the concern.

R/M is proposing a team that has demonstrated expertise, attention to detail, and efficiency on multiple projects in the City. Staff can have confidence that their best interests are always at the forefront of our daily project work.

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

COMMUNICATION & PROJECT MANAGEMENT

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

For this reason, we have once again chosen Peter Gesch, P.E., a Project Manager with excellent communication and management skills who is familiar with the City of New Berlin and its requirements. The City can have peace of mind knowing that their project is being managed by someone who cares deeply about exceeding client expectations and who has previously provided successful project management within the City. Peter will provide prompt, efficient and accurate reviews, resolutions, and recommendations on payments and potential change orders. **He will monitor daily reports produced by the construction review technicians and work with the field staff to maintain accurate, thorough, and timely tracking of quantities, budget status, and contractor schedules.** This will keep the City Engineer and team consistently informed on the project's progression.

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

CONSTRUCTION INSPECTION

Our proposed team has demonstrated that they are attentive to project activities and have experience with noting deviations from construction specifications as they occur. Our team promptly works with the contractor to correct the deviations and correct course to meet the City specifications. **This diligence and rapid response diminish the possibility for contract change orders. Our Lead Construction Review Technician, Matt Klein, recently served as the lead construction review technician on the Lincoln Avenue Reconstruction Project as well as the 2025 Roadway Rehabilitation Project.**

Matt will be supported by a team of Secondary Construction Review Technicians, if needed, who also have experience overseeing roadway rehabilitation and maintenance projects. R/M also has an experienced bench of Construction Review Technicians that are available to assist depending on contractor crews and scheduling.

Sterling Smethurst is proposed as the Construction Review Technician for the roadway maintenance contract and will operate under the guidance of Peter and Matt. Sterling has experience with previous roadway maintenance crack sealing projects in the City, serving as the primary inspection representative on the 2024 Roadway Maintenance Project. Sterling worked diligently with the contractor to ensure the project was completed to City specifications and traffic disruptions were kept to a minimum. Sterling's experience and positive working relationship with contractors ensures that the maintenance project will be completed to City standards and as efficiently as feasible.

Sterling received high accolades from the contractor for the 2024 Road Maintenance Project for his fairness, attentiveness, and willingness to work with the contractor to resolve disputes as they came up.

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

REPORTING

Our team understands the importance of detailed construction reporting as key documentation used by City staff during construction as well as after a project is completed. **Quality observation and documentation go a long way toward ensuring public improvements last the duration of their intended life expectancy before needing replacement.**

Every day during construction, our Construction Review Technicians document construction events, capture photographs, and bid quantities in a digital format that can be transmitted to City staff.

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

TRAFFIC CONTROL & STAKEHOLDER COMMUNICATION

Our team will routinely monitor the contractor's traffic control plan to ensure that it is thorough and maintains safety for the traveling public. Equally as important is communication with stakeholders in the project area during major phases of construction, such as paving or any other operations that may impede travel or access. **On past projects in the City, our team routinely monitored the contractor's traffic control and worked with the contractor to correct deficiencies.**

Over the past two years, our team has successfully communicated with project stakeholders during major construction phases. Regardless of project size, we remain committed to prioritizing clear and effective communication. **Similar to Lincoln Avenue in 2023 and 2024, our team will communicate to those affected by significant closures on Springdale Road. We will work with the City to issue mailings that will identify the project tasks and timelines and will routinely update stakeholders to schedule changes and closures that will affect their daily travel.** During the 2024 Road Rehabilitation Project, our Project Manager worked directly with the United States Postal Service to ensure uninterrupted mail delivery, eliminating the need for temporary mailbox banks and ultimately saving the City money. Our team will continue to prioritize these efficiencies in this year's project.

ON TIME & ON BUDGET

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

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

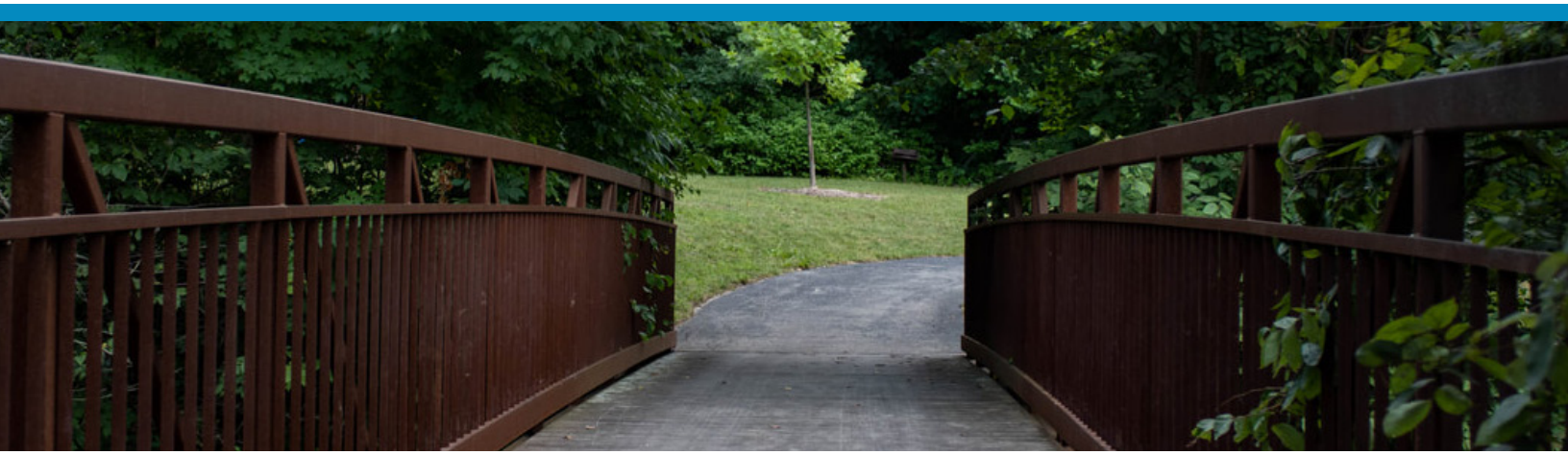
We understand that an efficient project directly correlates to savings for the City by minimizing on-site observation time. We have prepared our not-to-exceed oversight costs around our evaluation of the most efficient way for these projects to be completed and our experience on past projects has proven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

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

PROJECT COORDINATION

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

Peter has experience working with City staff to deliver successful projects and his hands-on approach to project management will bring the continuity needed for another successful project completion.



PROJECT
EXPERIENCE

CITY OF NEW BERLIN, WI

SERVICES

- Construction Observation
- Construction Administration
- Road Reconstruction
- Traffic Control
- Project Phasing
- Culvert Installation
- Public Involvement

PROJECT TEAM

- Peter Gesch, P.E.
- Matt Klein
- Luke Schneider
- Sterling Smethurst

CLIENT CONTACT

Tamara Simonson, P.E.
City Engineer
City of New Berlin
262-786-8610 x 2519
tsimonson@newberlin.org

2024 ROAD REHABILITATION & ROAD MAINTENANCE CONSTRUCTION OVERSIGHT

Ruekert & Mielke, Inc. (R/M) provided construction oversight and administration for the 2024 Road Rehabilitation and Road Maintenance projects within the City of New Berlin. **The project consisted of 3.5 miles of roadway rehabilitation and 31.5 miles of roadway maintenance. Both projects were completed on time and under budget for both construction and engineering services.** The City benefited from cost savings that resulted from efficient and effective project management and construction observation.

The roadway rehabilitation project included mill and overlay, as well as pulverize and repave work, at multiple locations throughout the City. Notably, the project included the second half of Lincoln Avenue, where the first half was completed under R/M's construction oversight in 2023. **R/M's team demonstrated their familiarity with the project area and unique project details to deliver another successful project. While the cross section of the roadway rehabilitation differed slightly from the project in 2023, the project team was able to navigate a different, unique, set of project details and work with the contractor to complete the project in a manner that reduced inconveniences for businesses and residents and resulted in a cost savings.** Work throughout the rest of the City was also carefully coordinated and managed to limit disruptions to residents and maximize the City's construction budget.

The roadway maintenance project was completed quickly and efficiently due to our team's willingness to work with the contractor through scheduling changes and field condition changes. Our staff worked with the contractor to adapt to changes as they came up, communicated necessary items with City staff, and ensured the project stayed on schedule to be completed as efficiently as possible.

Contractors for both projects in 2024 shared high accolades with the City that demonstrated our team's dedication to successful project completion.

CITY OF NEW BERLIN, WI

SERVICES

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

PROJECT TEAM

- Matt Klein
- Luke Schneider
- Peter Gesch, P.E.

LINCOLN AVENUE CONSTRUCTION OVERSIGHT

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

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

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

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

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

CLIENT CONTACT

Tamara Simonson, P.E.
City Engineer
City of New Berlin
262-786-8610 x 2519
tsimonson@newberlin.org

VILLAGE OF HARTLAND, WI

SERVICES

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

PROJECT TEAM

- Peter Gesch, P.E.
- Matt Klein
- Hunter Reuteman
- Steve Pease

2018-2025 CAPITAL IMPROVEMENT PROJECTS

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

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

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

CLIENT CONTACT

Tom Jenson
Director of Public Works
Village of Hartland
(262) 367-2714
tomj@villageofhartland.wi.gov

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

— Village of Hartland, WI

PROJECT **TEAM**

ORGANIZATIONAL CHART

City of New Berlin

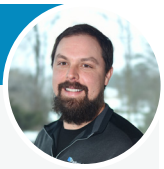
city living with a touch of country

Project Manager

Peter W. Gesch, P.E

Lead Construction Review Technician

Matthew Klein



Secondary Construction Review

Luke Schneider

Secondary Construction Review

Sterling Smethurst

PETER W. GESCH, P.E.

PROJECT MANGER, MUNICIPAL SERVICES TEAM LEADER

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

CONTACT

262.542.5733
pgesch@ruekert-mielke.com
Waukesha

EDUCATION

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

REGISTRATIONS & AFFILIATIONS

- Professional Engineer – WI
- American Council of

P.E.

» professional « engineer

EXPERIENCE

Roadway Rehabilitation & Maintenance Programs (2024)

City of New Berlin

Construction oversight and administration of the City's annual roadway maintenance and rehabilitation programs. Project involved 3.5 miles of roadway rehabilitation and 31.5 miles of roadway maintenance. Peter and the construction review staff worked with the contractors to manage construction activities to efficiently complete the project on-time and under budget.

Highland Drive North Pedestrian Pathway (2024)

Village of Elm Grove

Design and construction management of 0.5 miles of new pedestrian pathway through winding terrain with challenging storm water drainage patterns. Peter effectively managed the design of the project and worked with the contractor through construction to overcome challenging site conditions. Project involved grading, pathway construction, drainage improvements, public involvement and railroad.

Gebhardt Road Reconstruction & Pedestrian Pathway (2023)

Village of Elm Grove

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

Roadway Maintenance & Rehabilitation Programs (2018-2025)

Village of Hartland

Design and construction administration of over 18 miles of pavement rehabilitation, miscellaneous utility repairs, pavement patching, parking lot reconstruction, and over 70 roadway miles of crack and joint cleaning, routing, and sealing, totaling more than $15M in construction.

STH 83 Water Main Rehabilitation (2024)

Village of Hartland

Design and construction administration for 2,300 linear feet of CIPP water main rehabilitation through wetlands and marsh. Peter coordinated with local officials and businesses through the design of the project, navigating unique design constraints. Peter also worked with regulatory agencies to get this unique project permitted that rehabilitates a vital segment of water main serving a large area in the southern half of the Village.

MATTHEW S. KLEIN

LEAD CONSTRUCTION REVIEW TECHNICIAN

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

CONTACT

262.542.5733
mklein@ruekert-mielke.com
Waukesha

EDUCATION

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

REGISTRATIONS & AFFILIATIONS

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

15+

» years « experience

EXPERIENCE

Roadway Rehabilitation & Maintenance Programs (2024)

City of New Berlin

Served as the lead inspector for asphalt milling and pulverizing operations, asphalt pavement installation, curb and gutter repairs, and grading operations.

Lincoln Avenue Construction Oversight

City of New Berlin, WI

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

Prairie Creek Subdivision

City of Oconomowoc

Conducted inspections of roadway subgrade, finish grade installation, and asphalt paving. Served as the lead inspector for sanitary sewer, water main and storm sewer installations.

Arrowood Subdivision Phase 3

City of Oconomowoc, WI

Oversaw the installation of sanitary sewer, water main, and storm sewer systems as the lead inspector.

Hickory Street Improvements

City of Franklin, WI

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

Pleasant View Subdivision Phase 1

City of Franklin, WI

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

STERLING A.N. SMETHURST

CONSTRUCTION REVIEW TECHNICIAN

As a Construction Review Technician with surveying experience, Sterling's role on this project is to oversee construction activities, ensure compliance with project specifications, and assist in resolving any field challenges. Sterling's background in surveying provides a strong foundation for verifying site conditions, assessing grading accuracy, and ensuring proper utility placement. He brings attention to detail, technical expertise, and effective communication skills to the team, helping to coordinate between contractors, project managers, and stakeholders to keep projects on track and within scope.

CONTACT

262.542.5733
ssmethurst@ruekert-mielke.com
Waukesha

EDUCATION

- Bachelor of Science, Geographic Information Systems (GIS) & Technology, Physical Geography - University of Wisconsin, Milwaukee

REGISTRATIONS & AFFILIATIONS

- FAA Part 107 UAV Drone Pilot Certification
- Wisconsin Land Information Association

10+

» years « experience

EXPERIENCE

Roadway Maintenance Program - Joint, Crack Cleaning & Sealing (2024)

City of New Berlin

Oversaw construction for the City of New Berlin's roadway maintenance project, covering approximately 31.5 roadway miles. Ensured compliance with project specifications and contract requirements, addressed challenges in high-traffic areas, and managed public inquiries and concerns.

Main Street Water Main Relay & Sanitary Sewer (2024)

Village of Menomonee Falls

Oversaw the installation of approximately 1,100 feet of water main and 180 feet of sanitary main. Maintained clear communication between contractors and project managers to ensure smooth progress. Managed high traffic volumes and adjusted traffic patterns to support ongoing construction operations.

Redford Hills Single Family Development (2022 - 2024)

Village of Sussex

Oversaw construction for the 45-home Redford Hills subdivision, including grading, utility installation, curb and gutter, and asphalt paving. Ensured compliance with project scope and material specifications while maintaining communication between the contractor and the Village.

Expo Center, Minooka Park Picnic Area, & Menomonee Park Pavement Management (2024)

Waukesha County

Managed site grading, storm sewer installation, and asphalt paving across multiple projects in Waukesha County. Ensured compliance with project specifications, coordinated with contractors and project managers, and proactively addressed challenges to keep projects on schedule and within scope.

LUKE B. SCHNEIDER

CONSTRUCTION REVIEW TECHNICIAN

Luke possesses extensive experience in construction review, GIS and land survey field work. By having an engineering degree, Luke is able to bridge the communication gaps between field and engineering staff alike. Through great communication skills and dedicated attention to detail, Luke takes pride in client satisfaction through all phases of the project he is involved with.

CONTACT

262.542.5733
lschneider@ruekert-mielke.com
Waukesha

EDUCATION

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

REGISTRATIONS & AFFILIATIONS

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

5+

» years « experience

EXPERIENCE

Lincoln Avenue Construction Oversight

City of New Berlin

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

Private Property I/I

City of Muskego

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

Construction Management Experience

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

Construction Observation Experience

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

Field Survey Experience

GPS/GNSS, Robotic Total Station:

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

PROJECT
LEVEL OF EFFORT

LEVEL OF EFFORT

City of New Berlin 2025 Roadway Rehabilitation Project and 2025 Roadway Maintenance Project	Professional Services				
	Peter Gesch, P.E. (Project Manager)	Matt Klein (Lead Site Representative)	Additional Site Representative	Total Hours	Total Cost
	$185	$129	$95		
2025 LRIP Roadway Rehabilitation Project					
Preconstruction Meeting and Preconstruction Photos	4	14	0	18	$2,546
Resident Communication	4	8	0	12	$1,772
Site Visits and Field Assistance	16	0	0	16	$2,960
Traffic Control and Pavement Marking	2	4	0	6	$886
Common Excavation	4	80	8	92	$11,820
Pulverize and Proof Rolling	4	84	0	88	$11,576
Milling and Proof Rolling	4	42	0	46	$6,158
Base Repair	4	100	8	112	$14,400
Curb and Gutter Remove and Replace	4	30	40	74	$8,410
Storm Sewer/Culverts, Utility Structure Adjustment, Utility Repairs	4	24	6	34	$4,406
Asphaltic Pavement Placement	8	110	32	150	$18,710
Shoulder Placement and Restoration	2	6	10	18	$2,094
Pay Requests, Change Orders, and Project Closeout	14	4	0	18	$3,106
Roadway Rehabilitation Project Total	**74**	**506**	**104**	**684**	**$88,844**

	Professional Services				
	Peter Gesch, P.E. (Project Manager)	Sterling Smethurst (Lead Site Representative)	Additional Site Representative	Total Hours	Total Cost
	$185	$129	$95		
2025 Roadway Maintenance Project					
Preconstruction Meeting	2	1	0	3	$499
Site Visits, Field Assistance, Resident Communication	8	0	0	8	$1,480
Crack Sealing Inspection	0	130	0	130	$16,770
Pay Requests, Change Orders, and Project Closeout	4	0	0	4	$740
Roadway Maintenance Project Total	**14**	**131**	**0**	**145**	**$19,489**

ESTIMATED TOTAL HOURS - BOTH PROJECTS	**88**	**637**	**104**	**829**	**$108,333**

2025 ROADWAY MAINTENANCE JOINT, CRACK CLEANING & SEALING PROJECT

CONTRACT RD-25-02

CITY OF NEW BERLIN

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

SPECIFICATIONS
AND
CONTRACT DOCUMENTS
FOR

RD-25-02

2025 ROADWAY MAINTENANCE JOINT, CRACK CLEANING & SEALING PROJECT

CITY OF NEW BERLIN, WISCONSIN

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2025 ROADWAY MAINTENANCE JOINT, CRACK CLEANING & SEALING PROJECT

CONTRACT RD-25-02

CITY OF NEW BERLIN, WISCONSIN

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PROJECT NO. RD-25-02
2025 ROADWAY MAINTENANCE JOINT,
CRACK CLEANING & SEALING PROJECT

New Berlin, Wisconsin

ADVERTISEMENT FOR BIDS

BID OPENING: The City of New Berlin hereby gives notice that sealed bids will be received by the City Clerk, City Hall, 3805 S. Casper Drive, New Berlin, WI, until 10:00 a.m., local time, on Wednesday, March 5, 2025, for the 2025 Roadway Maintenance Joint, Crack Cleaning & Sealing Project. Bids will be opened and publicly read aloud immediately after the specified closing time. Interested parties are invited to attend. Bids submitted after this time will not be accepted.

BIDDING DOCUMENTS: Complete digital project bidding documents are available at http://tinyurl.com/NewBerlinBids or www.questcdn.com. You may download the digital plan documents for $22 by inputting Quest project #9529204 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. No paper plan sets will be provided. Please contact Tamara Simonson at 262-797-2445 if you have any questions.

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

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

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

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

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

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

DESCRIPTION OF WORK: The project to be bid on a square yard basis consists of furnishing all labor, equipment, and materials necessary for cleaning, routing and sealing cracks in selected asphalt roadways. The work of sealing cracks is to start no later than May 27, 2025 and be completed by October 24, 2025. Approximately 407,000 square yards of roadways are included in the Base Bid.

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

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

Rubina Medina, City Clerk

David Ament, Mayor

PUBLISH: Wednesday, February 12, 2025
Wednesday, February 19, 2025

SUBCONTRACTOR LIST

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

Subcontractor	Classification of Work	Estimated Dollar Amount

BIDDER'S QUALIFICATION STATEMENT - CONFIDENTIAL

Submitted to: **City of New Berlin**

Date: _____

RE: SUBMISSION OF PREQUALIFICATION FORMS FOR THE YEAR

Gentlemen & Ladies:

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

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

Sincerely,

_____
Signature

_____
Printed Name

PRE-QUALIFICATION STATEMENT- **CONFIDENTIAL DATA**

TO: **CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN**

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

IDENTIFICATION

Official Firm Name _____

Mailing Address: _____

_____

_____

Telephone No. (_____)_____

Fax No. (_____) _____

Number of Years in Business under Present Firm Name: _____

Classification of Work for Which Your Firm is seeking Qualification:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Please CHECK Type of Firm Organization:

- ☐ Corporation
- ☐ Partnership
- ☐ Individual
- ☐ Joint – Venture

List Principle Individual Names:

(IF Individual, Answer Below)

Sole Trader _____

(IF Partnership, Answer Below)

Partner _____

Partner _____

(IF Corporation, Answer Below)

President _____

Vice-President _____

Secretary _____

Treasurer _____

Licensed to do business in Wisconsin on _____

In what State Incorporated _____ When _____

EXPERIENCE

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

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

Tabulation of Construction Experience of Principle Individuals in Organization

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

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

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

CONTRACTUAL RESPONSIBILITY

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

Trade	Percentage of Work

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

☐ Yes

☐ No

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

When	Where	Why

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

☐ Yes

☐ No

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

Firm Name(s)	When	Where	Why

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

☐ Yes

☐ No

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

When	Where	Why

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

☐ Yes

☐ No

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

When	Where	Why

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

Project	Location

BONDING RESPONSIBILITY

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

Name	Address

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

Name	Address

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

☐ Yes

☐ No

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

When	Where	Why

List current limits of bonding capacity: _____

List your current average bond premium cost: _____ %

CONTRACTOR'S FINANCIAL STATEMENT

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

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

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

Name of firm preparing statement:_____

Are any of the firm's assets assigned?

☐ Yes

☐ No

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

Assigned Asset	Purpose

GENERAL DATA

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

Project	Trade	Year

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

☐ Yes
☐ No

Are you familiar with its terms and conditions?

☐ Yes
☐ No

Are you familiar with the City's specifications?

☐ Yes
☐ No

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

☐ Yes
☐ No

AFFIDAVIT

STATE OF WISCONSIN
} ss
_____ County

_____, being duly sworn, deposes and says that he is the _____ (Official capacity/title) of the firm _____ and that the answers to the foregoing questions and all statements therein contained are true and correct, and that any Owner, Bonding Company, or other agency herein named is hereby authorized to supply the City of New Berlin with any information deemed necessary to verify this statement.

Subscribed and sworn to before me
This ___ day of _____, 20__
_____Notary Public
_____County, Wisconsin

My Commission Expires: _____

ATTACH
STATEMENT OF FINANCIAL CONDITIONS

City of New Berlin
JOINT, CRACK CLEANING & SEALING SPECIFICATIONS

A. SCOPE OF WORK

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

B. GENERAL

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

Work shall begin after a written "Notice to Proceed" has been received from the City Engineer. Work shall begin no later than **May 27, 2025** and shall be completed by **October 24, 2025**. A pre-construction meeting will be held prior to the start of the Work. The Contractor shall submit a detailed work schedule and a sample resident notification signage at the pre-construction meeting.

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

Notice shall be given to the Engineering Services Division no less than 48 hours in advance to any crack sealing operation. The point of contact will be Tamara Simonson, City Engineer (262) 797-2445. Office hours are 8:00 A.M. to 4:30 P.M. Monday through Friday.

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

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

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

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

C. MATERIALS

1. An elastic type, hot-pour sealer will be required. The joint sealer material shall meet the requirements of ASTM D 3405 or AAHTO M301. Deliver each lot or batch of sealing compound to the jobsite in the manufacturer's original sealed container. Mark each container with the manufacturer's name, batch or lot number, and the safe heating temperature. The Contractor shall furnish a complete written statement of the origin, composition and manufacture of any and all materials that are to be used in the work. Where sealing compound installation procedures or any part thereof are required to be in accordance with the manufacturer's recommendations, the Contractor shall submit catalogue data and copies of recommendations prior to the installation of the material(s).

2. The joint sealer material used shall be reheated in accordance with the Manufacturer's Specifications. Backer rod used in conjunction with this sealer shall be made of cellulose, cotton, or plastic foam. The backer rod shall withstand, without damage, the high temperatures inherent of the sealer. The diameter of the backer rod shall be one quarter (1/4") inch larger than the prepared crack opening and shall be installed to maintain its proper position during the pouring process.

3. A sample of sealant material to be used shall be submitted to the City Engineer. Each batch of sealing compound delivered to the job site shall be accompanied by the manufacturer's certification stating that the sealant meets the requirements of the specification.

D. EQUIPMENT

1. Routing equipment shall be mechanical and power driven, capable of cutting the joints and cracks to the required dimensions. The router must have in-line wheels and a cutting-head capable of following random cracks and should have depth control to insure consistent and accurate routing depths. Excessive spalling of the pavement surface will not be permitted. The inspecting engineer will determine if excessive spalling is present. Inspecting engineer will notify contractor and stop routing operations. Contractor shall make necessary adjustments to equipment to prevent additional spalling. City Engineer will be notified of the location and deploy the City of New Berlin Streets Department to make the necessary repairs. Contractor will be billed for the additional work performed by the City of New Berlin.

2. Two (2) air compressors shall be required during asphalt crack sealing operations. They must be of sufficient size to maintain a minimum air pressure of 120 psi and provide moisture-free and oil-free compressed air. One compressor shall be used on asphalt pavement with an air wand to blow out the cracks and clean off the road. The second shall be used with the heat lance. Note that one compressor is not of sufficient size to run both air wand and heat lance at the same time. It may be necessary to sweep up the router debris between air wand operations to keep debris out of the cracks.

3. Water cleaning equipment (if used on sawed concrete pavement joints) shall be capable of delivering 2,000 psi of water pressure to clean and remove loose material, and existing joint sealer from said joints or cracks.

4. Sand blasting equipment shall be capable of removing any existing sealant, saw slurry, silt or other foreign material from the vertical face of the cracks of joints to the specified depth, leaving a clean, dry, newly exposed surface.

5. The Contractor shall have sweeping equipment on site at all times to clean up debris and respond to dirt and dust complaints. Street sweeping debris shall be disposed of according to Wisconsin DNR requirements.

6. Equipment used for heating and placing the hot-pour sealant material shall be of the oil-jacketed, double-boiler type heating kettle, approved by the City Engineer, and be equipped with both agitation and re-circulation systems. The unit shall be capable of heating the material to 410 degrees F and pumping the material into the prepared cracks or joints with a wand applicator.

E. TRAFFIC CONTROL

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

F. CONSTRUCTION

1. Cleaning

   a. Crack cleaning and sealing shall be done only when the ambient air and pavement surface temperatures are above 40 degree F. When near the minimum and dropping, additional blow torch blasting and drying time, or both, shall be required to assure satisfactory bond between the sealant material and crack face.

   b. Cracks shall be clean and dried prior to sealing. Just prior to being filled, all cleaned cracks in asphalt shall be dried with a high capacity blowtorch. The entire crack reservoir shall be filled with sealant to a level even with the roadway surface. A narrow “U” shaped squeegee may be used on asphalt to aid in sealant placement.

   c. Cracks shall be sealed within three (3) working days after routing or sawing preparation.

   d. Following all crack routing and cleaning operations, the roadway shall be cleared of all debris. The roadway shall be cleared of debris within 48 hours of sealing operations by mechanical sweeping, or alternate method as approved by the City’s contracted inspector.

2. Crack Type:

   a. Class I Cracks
   On asphalt streets, cracks which have an average opening of ¾ inch (3/4”) or less shall be routed to provide a minimum sealant reservoir of ¾ inch (3/4”) width by a nominal ¾ inch (3/4”) depth.

b. Class II Cracks
Asphalt and Concrete joints and cracks which do not require routing or refacing shall be considered Class II cracks. Asphalt cracks which have an average opening greater than ¾ inch (3/4”) will not require routing but they shall be thoroughly cleaned of all foreign material to a depth necessary to accommodate the sealer material and backer rod, if used. If backer rod is used, it shall be placed in the crack to a depth that provides at least ¾ inch (3/4”) clearance above the backer rod for the sealer. The backer rod shall be dry when placed.

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

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

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

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

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

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

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

3. Finishing:

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

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

G. WORK RESTRICTIONS:

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

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

H. PAYMENT

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

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

I. GUARANTEE OF WORK

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

CITY OF NEW BERLIN

RD-25-02

2025 ROADWAY MAINTENANCE JOINT, CRACK CLEANING & SEALING PROJECT

PROPOSAL

To the City of New Berlin
New Berlin, WI 53151

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

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

Base Bid				
ID	ROUTE	QUANTITY (SY)	UNIT PRICE	TOTAL PRICE
Section 3				
1164-01	162nd St from Rogers Dr to Lincoln Ave	3,960		
1164-02	Rogers Dr from Moorland Rd to Calhoun Rd	14,925		
Section 5				
1169-03	Norwood Dr from Termini to Greenfield Ave	10,278		
1170-03	Pinecrest Ln from Pfeil Dr to Termini	2,699		
Section 8				
1183-01	Country Ln from Cleveland Ave to 1267 ft South	3,520		
Section 10				
1189-01	Glendale Dr from 162nd St to Calhoun Rd	11,123		
1189-03	162nd St from Lincoln Ave to Glendale Dr	4,928		
1189-04	162nd St from Glendale Dr to Termini	422		
1190-01	Calhoun Service Rd from Termini to Glendale Dr	4,224		
1190-03	166th St from Glendale Dr to Cleveland Ave	1,690		
1191-07	166th St from Cleveland Ave to Ryerson Rd	5,632		
1192-02	Ryerson Rd from 166th St to Moorland Rd	12,167		
1191-05	Ryerson Rd from 166th St to Calhoun Rd	8,178		

Section 12				
1197-03	124th St from Cleveland Ave to Manitoba Ave	11,968		
1198-05	Lincoln Rd from 134th St to Termini	1,214		
1198-06	Lincoln Rd from Meadowlark Dr to 134th St	1,214		
1198-09	133rd St from Termini to Lincoln Rd	3,373		
1200-03	124th St. from Manitoba Ave to Oklahoma Ave/National Ave	6,618		
Section 13				
1201-19	Verona Dr from Russel Rd to 129th St	2,933		
1203-05	Maplewood Ln from Wilbur Dr to North Ln	563		
1203-06	North Ln from Pohl Dr to Maplewood Ln	3,942		
1204-02	Brentwood Rd from North Ln to 150 ft north	282		
1204-04	Crawford Dr from Brentwood Dr to 124th St	7,603		
1204-11	North Ln from Brentwood Dr to 124th St	4,646		
1204-12	North Ln from Brentwood Dr to Pohl Dr	3,238		
1204-13	North Ct from Termini to North Ln	563		
1204-24	Wilbur Dr from Sandalwood Dr to 124th St	8,653		
Section 14				
1205-13	147th St from Wilbur Dr to National Ave	1,408		
1206-03	Coffee Rd from National Ave to Calhoun Rd	27,327		
1206-06	Janice Ct from Janice Pl to Termini	422		
1206-13	Regal Dr from Janice Ct to Oklahoma Ave	3,520		
1206-22	153rd St from San Mateo Dr to Coffee Rd	821		
1207-03	Wilbur Dr from Michelle Whitmer Memorial Dr to Deer Creek Bridge	1,936		
1208-06	Hemlock Dr from Spruce Rd to Termini	1,173		
1208-07	Howard Ave from Honeyager Dr to Sunny Slope Rd	3,379		
1208-16	Spruce Rd from Crimson Ln to Wilbur Dr	3,080		
Section 15				
1209-09	159th St from Santa Rosa Blvd to Coffee Rd	563		
1212-01	Casper Dr from National Ave to Top-o-Hill Dr	9,387		
1213-03	Coffee Rd from Calhoun Rd Swartz Rd	44,681		
Section 16				
1214-01	Heide Ln from Termini to Dena Dr	3,813		
1214-02	Dena Dr from Heide Ln to Termini	1,760		
1214-03	Lynette Ln from Heide Ln to Termini	3,813		
Section 17				
1217-01	Catamount Dr from Coffee Rd to 950 ft north	2,640		
1217-02	Catamount Ct from Catamount Dr to Termini	610		
1219-02	Cari Adam Dr from Coffee Rd to 1,640 ft south	4,365		
1219-03	Cari Adam Cir from Cari Adam Dr to Termini	704		
1219-04	Chestnut Dr from Wehr Rd to Termini east	704		

1219-05	Chestnut Dr from Wehr Rd to Termini west	986		
1219-06	Pheasant Run Dr from Cari Adam Dr to Termini west	1,830		
1219-08	Wehr Rd from Mulberry Cir to 790 ft south	2,112		
1219-09	Wehr Rd from Coffee Rd to Mulberry Cir	1,830		
1219-14	Mulberry Cir from Wehr Rd to Termini	1,126		
Section 19				
1227-03	Hillview Dr from Hillview Ct to Lawnsdale Rd	5,280		
1228-01	Margaret Ct from Swartz Rd to Termini	282		
Section 21				
1233-03	Horizon Dr from Termini to 635 ft east	1,971		
1233-07	Treetop Ln from Clover Dr to Calhoun Rd	986		
1233-08	Horizon Dr from Calhoun Rd to 475 ft west	1,267		
Section 22				
1237-08	Heatherly Dr from Longview Dr to Regal Manor Dr	1,830		
1237-10	Mayflower Dr from Longview Dr to Regal Manor Dr	1,830		
1237-11	Longview Dr from Crescent Dr to Melody Dr	5,491		
1237-16	Regal Manor Ct from Regal Manor Dr to Termini west	1,267		
1237-17	Regal Manor Ct from Regal Manor Dr to Termini east	1,690		
1237-18	Regal Manor Ct from Regal Manor Dr to Termini north	282		
1239-01	Caldwell Dr from Harmony Ct to Mary Ross Dr	1,760		
1239-02	Caldwell Dr (West) from Harmony Ct to Salentine Dr	5,632		
1239-03	Caldwell Dr (East) from Harmony Ct to Salentine Dr	2,957		
1239-04	Caldwell Ct from Caldwell Dr to Termini	845		
1239-07	Harmony Ct from Caldwell Dr to Termini	1,291		
1239-14	Melody Ct from Meloday Dr to Termini	1,267		
1240-02	Allison Dr from Longview Dr to Regal Manor Dr	1,830		
1240-07	Deerwood Dr from Longview Dr to Marietta Dr	2,253		
1240-13	Marietta Dr from Longview Dr to Regal Manor Dr	1,690		
1240-14	Melody Dr from Caldwell Dr to Sovereign Dr	4,928		
Section 23				
1242-09	Fenway Dr from Mayflower Dr to Regal Dr	5,350		
1242-10	Fenway Ct from Fenway Dr to Termini	1,830		
1242-12	Glenora Ave from Harcove Dr to Regal Dr	4,787		
1242-13	Glenora Ct from Glenora Ave to Termini	1,830		
1242-16	Kingsway Dr from Linfield Ln to Glenora Ave	6,899		

1242-17	Linfield Ln from Adell Ave to Glenora Ave	3,379		
1242-22	Regal Ct from Regal Dr to Termini west	1,126		
1242-24	Tie Ave from Fenway Dr to Glenora Ave	1,408		
1243-01	Camrose Ave from Mayflower Dr to 160 ft south of Maple Ridge Rd	3,661		
1243-03	Fenway Dr from Regal Dr to Termini	1,126		
1243-05	Maple Ridge Rd from Camrose Ave to Mayflower Dr	3,661		
1243-06	Maple Ridge Ct from Maple Ridge Rd to Termini	563		
1243-07	Mayflower Ct from Mayflower Dr to Termini	1,126		
1243-10	Rachel Ln from Mayflower Dr to Camrose Ave	2,394		
1243-11	Rachel Ct from Rachel Ln to Termini	563		
1243-12	Regal Ct from Regal Dr to Termini east	845		
1243-13	Quimby Ave from Maple Ridge Rd to Mayflower Dr	1,549		
Section 28				
1263-06	Oak Ridge Dr from Brennan Dr to Beres Rd	6,600		
1264-09	Steven Ct from Steven Dr to Termini	810		
1264-14	Jacqueline Dr from Termini to Majors Dr	141		
1264-03	Jacqueline Dr from Termini to Majors Dr	2,450		
1264-08	Steven Dr from Termini to Majors Dr	1,742		
Section 29				
1265-01	Egofske Dr from Hillcrest Dr to Termini	1,408		
1265-02	Hillcrest Dr from Termini to 520 ft east of Hillcrest Ct	5,210		
1265-03	Hillcrest Ct from Hillcrest Dr to Termini	1,760		
1265-04	Pinewood Dr from Racine Ave to Hillcrest Dr	1,220		
1265-05	Woodridge Ln from Hillcrest Dr to 690 ft south	1,907		
1267-06	Tall Oaks Ct from Mill Creek Trl to Termini	1,408		
Section 30				
1270-01	Kohler Ridge Blvd from Lawnsdale Rd to West Kohler Cir	5,914		
1270-02	Catherine Ct from Kohler Ridge Blvd to Termini	845		
1270-03	West Kohler Cir from Kohler Ridge Blvd to Termini	2,816		
Section 34				
1285-06	Westridge Dr from Small Rd to Moorland Rd	5,069		
1288-01	Woods Edge Rd from Moorland Rd to Termini	5,632		
Section 36				
1293-03	Golden Rain Ct from Woodfield Ln to Termini	845		
1293-04	Golden Rain Ln from Woodfield Ln to Termini	2,534		
1293-07	Hawthorne Ln from Termini to 170 ft west of Golden Rain Ln	3,520		

1293-08	Hawthorne Ln from 170 ft west of Golden Rain Ln	986		
1293-10	Murray St from Hawthorne Ln to Termini	1,549		
1293-14	Woodfield Ln from Balboa Dr to Termini	2,675		
			Total	

Write Out Total: _____

_____

_____

VENDOR PROPOSED MATERIAL & HEATING EQUIPMENT:

Manufacturer/Model # of Heating Equipment:

_____

Manufacturer/Name of Joint Sealer Material:

_____

ASTM Specifications:

_____

Federal Specifications:

_____

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

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

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

If awarded a Contract under this Proposal the undersigned agrees to start work within ten (10) calendar days after the receipt from the Owner of a formal Notice to Proceed. The undersigned further agrees to commence work at the site on a date to be specified in a written order from the Owner, which date will not be prior to that established by the calendar days stated above, except by mutual agreement between the undersigned and the Owner, and agrees to fully complete all work covered by October 24, 2025. The undersigned understands and agrees that the Owner reserves the right to defer issuance of a written order to commence work for a period not to exceed thirty (30) days after the date herein established by the undersigned as a proposed starting date.

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

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

_____

DATE

_____

FIRM NAME

BY:_____

_____

TITLE

BY:_____

_____

TITLE

OFFICIAL ADDRESS

_____

_____

_____

_____

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

2025 ROADWAY MAINTENANCE JOINT, CRACK CLEANING & SEALING CONTRACT

RD-25-02

This Contract made this _____ day of _____, 2025, by and between_____, herein called the "Contractor", and the City of New Berlin, a municipal corporation, located in Waukesha County, Wisconsin, herein called the "Owner".

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

ARTICLE I. SCOPE OF WORK

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

The anticipated Contract Award date and Notice to Proceed date for this Contract will be **April 21, 2025**. The City of New Berlin is requesting that the work start no later than **May 27, 2025** and be completed by **October 24, 2025**.

ARTICLE II. CONTRACT PRICE

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

$_____.

The above total shall be the basis for establishing the amount of the performance bond.

PAYMENT

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

The Owner will retain 5% of the estimate of the value of the Work or Contract until 50% of the Work is completed. If the Work has been 50 percent completed as determined by the City Engineer, and if the character and progress of the Work have been satisfactory to the City Engineer, Owner, on recommendation of the City Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the Work

completed less the aggregate of payments previously made and the retainage calculated. If the Work is certified as unsatisfactory by the City Engineer, Owner will continue to retain part of the payments up to 10% of the value of the Work completed.

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

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

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT

This Contract consists of the following component parts, all of which are as fully a part of it as if set out verbatim herein, or, if no attached, as if the same were hereto attached.

Advertisement for Bids
Subcontractor List
Bidder's Qualification Statement
Subcontractor's Qualification Statement
City of New Berlin Standard Specifications for Joint, Crack Cleaning & Sealing
Bid Proposal
Contract
Bid Bond
Section Maps Showing the Locations for Crack Sealing
State of Wisconsin Standard Specifications for Highway and Structure Construction, Current Edition.

The Contract Documents form a complete unit and requirements called for by one as binding as if called for by all. In case of conflict between plans and specifications, the specifications shall govern. Special provisions shall control over general conditions. City of New Berlin Standard Specifications for Roadway Construction shall control over State of Wisconsin Standard Specifications for Highway and Structure Construction.

ARTICLE IV. PAYMENT FOR LABOR AND MATERIAL

In accordance with Section 16.856 of the Wisconsin Statues, prevailing wage is not applicable to this project.

ARTICLE V. OBSTRUCTION OF STREETS

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

ARTICLE VI. CONTRACT BOND

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

ARTICLE VII. ENDORSEMENT OF INSURANCE

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

General Liability:	
General Aggregate	$2,000,000
Products Comp/Ops Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000
Each occurrence	$1,000,000
Fire Damage (Any One Fire)	$ 50,000
Medical Expense (Any One Person)	$ 5,000
Automobile Liability:	
CSL	$1,000,000
Bodily Injury (Per Accident)	$1,000,000
Property Damage (Per Accident)	$1,000,000
Umbrella Liability:	
Umbrella Form - Each Occurrence	$2,000,000
Umbrella Form - Aggregate	$2,000,000
Self-Insured Retention	$ 10,000
Workers' Compensation and Employers' Liability	
Each Accident	$ 500,000
Disease Policy Limit	$1,000,000
Disease Each Employee	$ 500,000

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

insurance must be on a primary and noncontributory basis.

ARTICLE VIII. INDEMNIFICATION

To the fullest extent allowable by law, the Contractor hereby indemnifies and shall defend and hold harmless the City, its elected and appointed officials, officers, employees, or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of an act, omission, fault, or negligence, whether active or passive, of the Contractor, its' subcontractors or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the City. The Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City or of the City's representatives. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City, or any of its directors, officers, employees, or authorized representatives or volunteers by an employee of the Contractor, and subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Firm or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in the Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located.

The Contractor shall reimburse the City, or any of its directors, officers, employees, or authorized representative or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, or any of its directors, officers, employees, or authorized representative or volunteers.

ARTICLE IX. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of the Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, upon payment of any amounts properly due the Contractor, all finished or

unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the Contractor under this Contract shall, at the option of City, become the property of the City. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, and City may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to the City from the Contractor is determined. If through no fault of the Contractor, the City shall fail to fulfill in a timely and proper manner, its obligations under this Contract, or if the City shall violate any of the covenants, agreements or stipulations of the Contract, the Contractor shall thereupon have the right to terminate this Contract by giving written notice to the City of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

ARTICLE X. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time for any reason by giving at least ten (10) day notice in writing from the City to the Contractor. If the Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the Contractor covered by this Contract, less payments for such services as were previously made plus all reimbursed expenses payable under this Contract. If this Contract is terminated due to the fault of the Contractor, Section X thereof, relative to termination, shall apply.

ARTICLE XI. CHANGES

The City may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to the Contract. Further, if in the Contractor's opinion, said changes involve work not included in the terms or scope of services of this Contract, the Contractor must notify the City in writing if it is believed that extra compensation or additional time allowance is warranted. Such notification shall include the justification for extra compensation and the estimated amount of additional fee requested. The City shall review the Contractor's submittal and, if acceptable, will approve a change order as an amendment to this Contract. Work under a change order shall not proceed until so authorized by the City. Such change orders shall include appropriate time extensions when warranted.

ARTICLE XII. OPEN RECORDS REQUIREMENTS

Notwithstanding any other clause written herein, Contractor understands and agrees that the City is a municipal entity and is therefore subject to the open records law of the State of Wisconsin. Wis. Stat. sec. 19.36(3) requires governmental entities to make available for inspection and coping any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any of the documentation pertaining to this agreement, then Contractor shall provide the information as requested and charge no more than the cost to copy said information.

ARTICLE XIII. MISCELLANEOUS

A. Terms used in this Contract are as defined in the General Conditions.

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

C. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives, to the other party hereto in respect of all covenants, agreements and obligations set forth in the Contract documents.

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

E. Notwithstanding any other clause written herein, Contractor understands and agrees that Owner is a municipal entity and is therefore subject to the open records law of the State of Wisconsin. Wis. Stat. sec. 19.36(3) requires governmental entities to make available for inspection and coping any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any of the documentation pertaining to this agreement, then Contractor shall provide the information as requested and charge no more than the cost to copy said information.

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

Contractor

Address

(SEAL)
ATTEST:
By:_____ By:_____

_____
Title

CITY OF NEW BERLIN

By:_____
Mayor

(SEAL)
ATTEST:

_____ By:_____
Clerk

_____

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

Approved as to form:

By:_____
Treasurer

_____
City Attorney

Date:_____ Date:_____

BID BOND

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

_____ as principal, and

_____ as Surety, are hereby

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

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

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

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

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

2025 Roadway Maintenance Joint, Crack Cleaning & Sealing Contract RD-25-02, City of New Berlin.

NOW, THEREFORE,

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

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

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

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

_____ (L.S.)
Principal

Surety

By:

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

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

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

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, of the Default. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract.; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract; or

2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or

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

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

12. Definitions.

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

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

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

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

PAYMENT BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

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

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

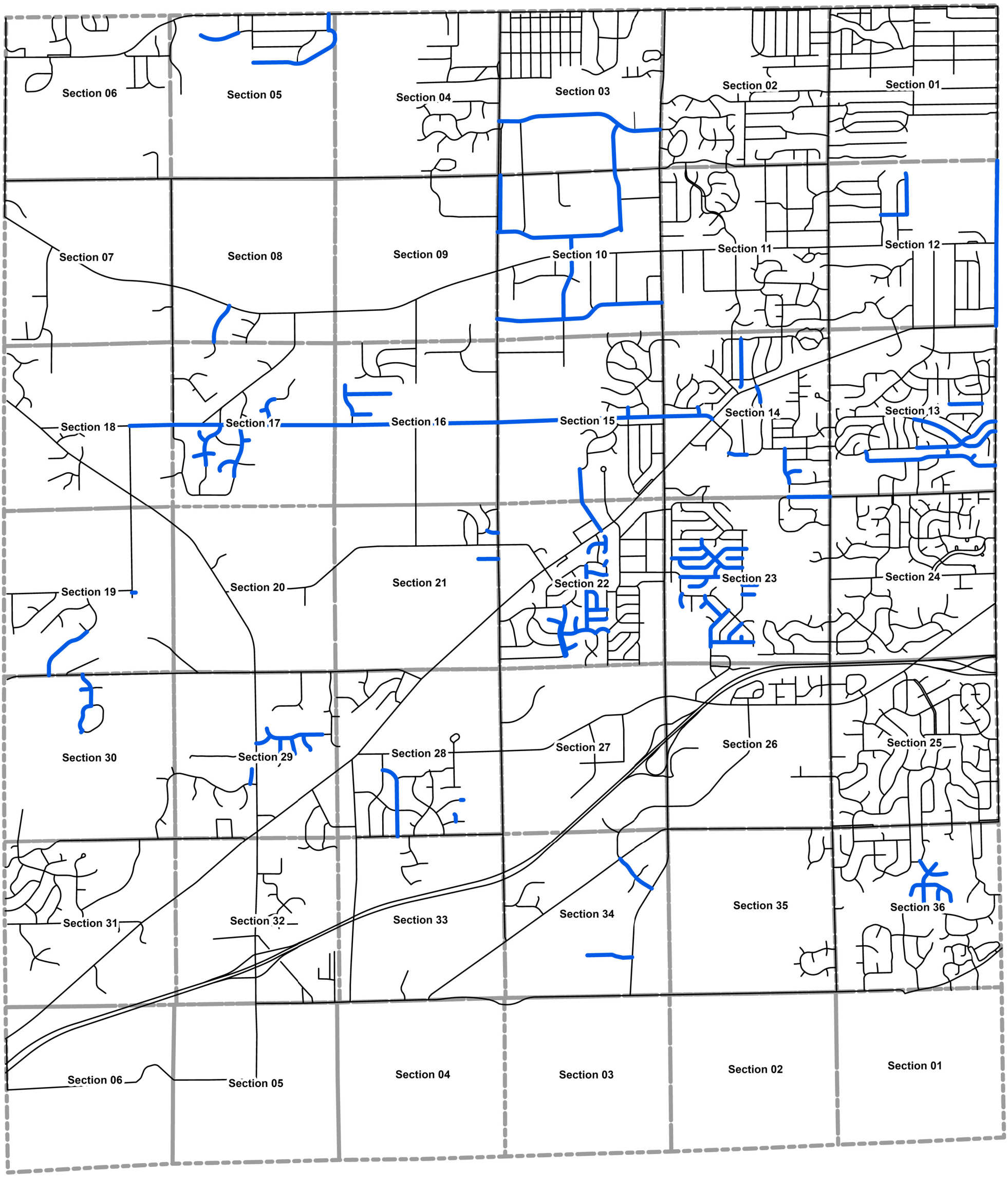
15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

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

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

APPENDIX A

STREET MAPS BY SECTION

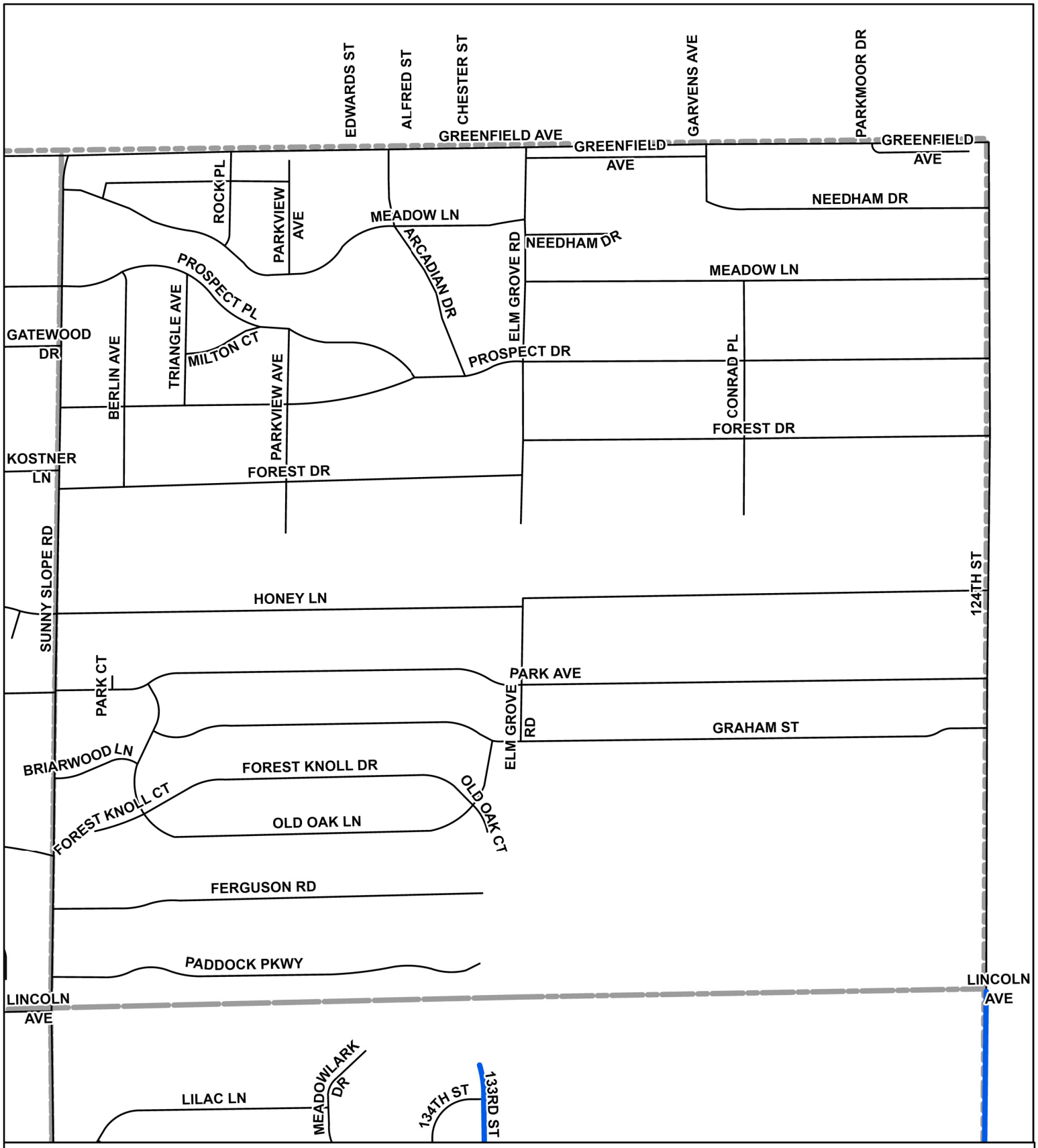


2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

City of New Berlin
city living with a touch of country
Department of Community Development

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

Pavement Segment
Section



2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 01

City of New Berlin
city living with a touch of country
Department of Community Development

Department of Community Development
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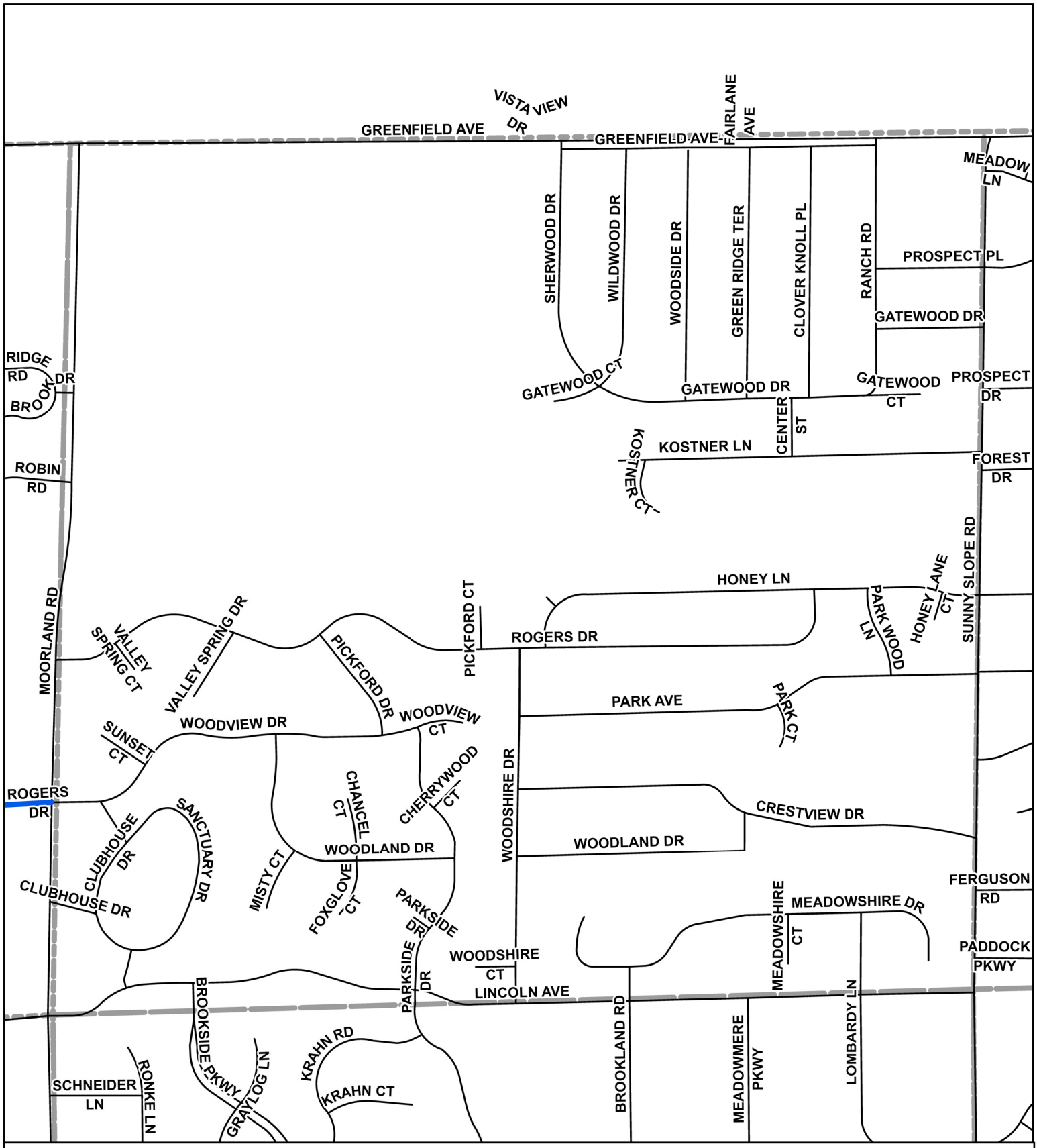
Pavement Segment
Section



2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 02

City of New Berlin
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Department of Community Development

Department of Community Development
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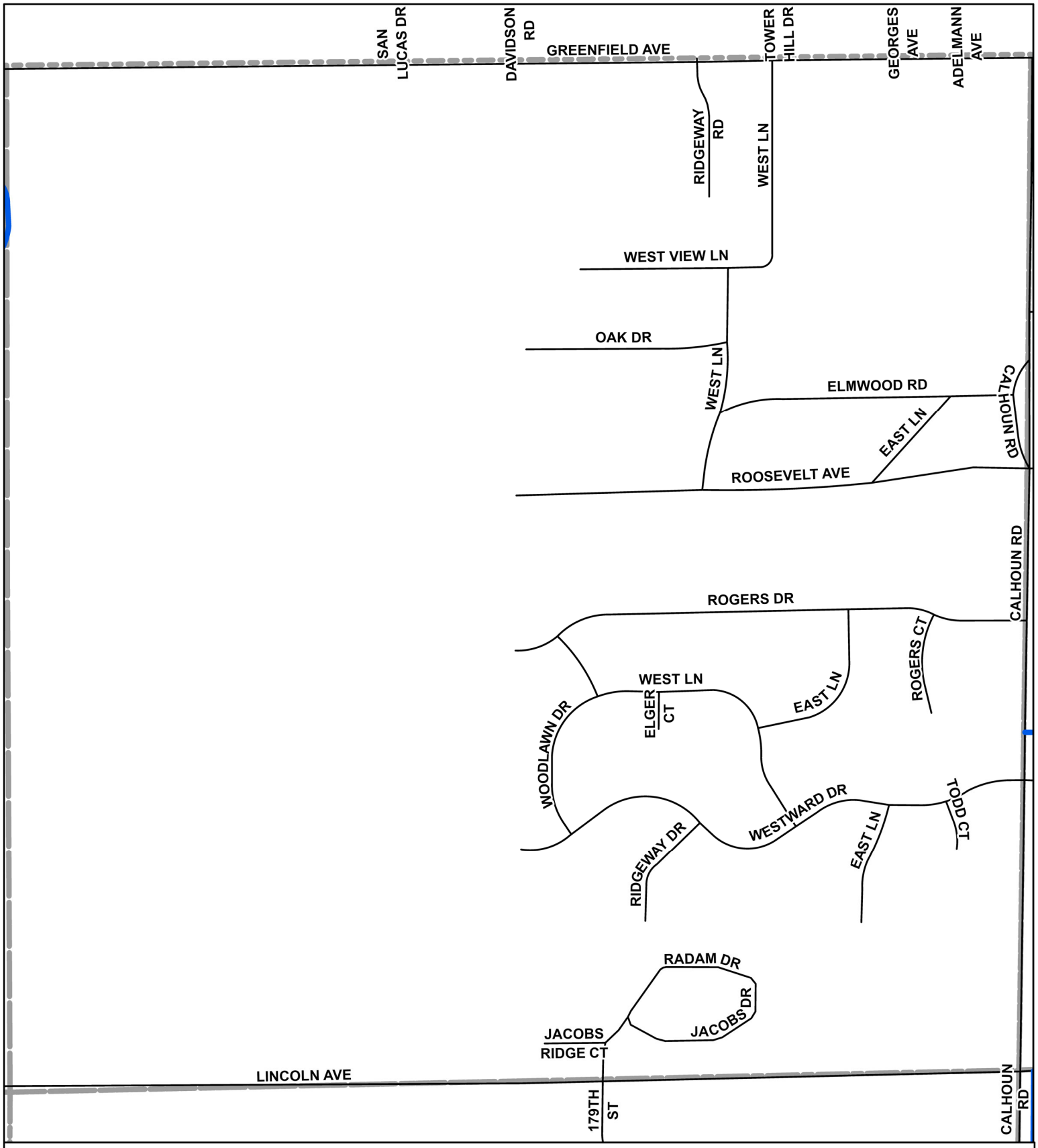
Pavement Segment
Section

2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 03

City of New Berlin
city living with a touch of country
Department of Community Development

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

Pavement Segment
Section



2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 04

City of New Berlin
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Department of Community Development

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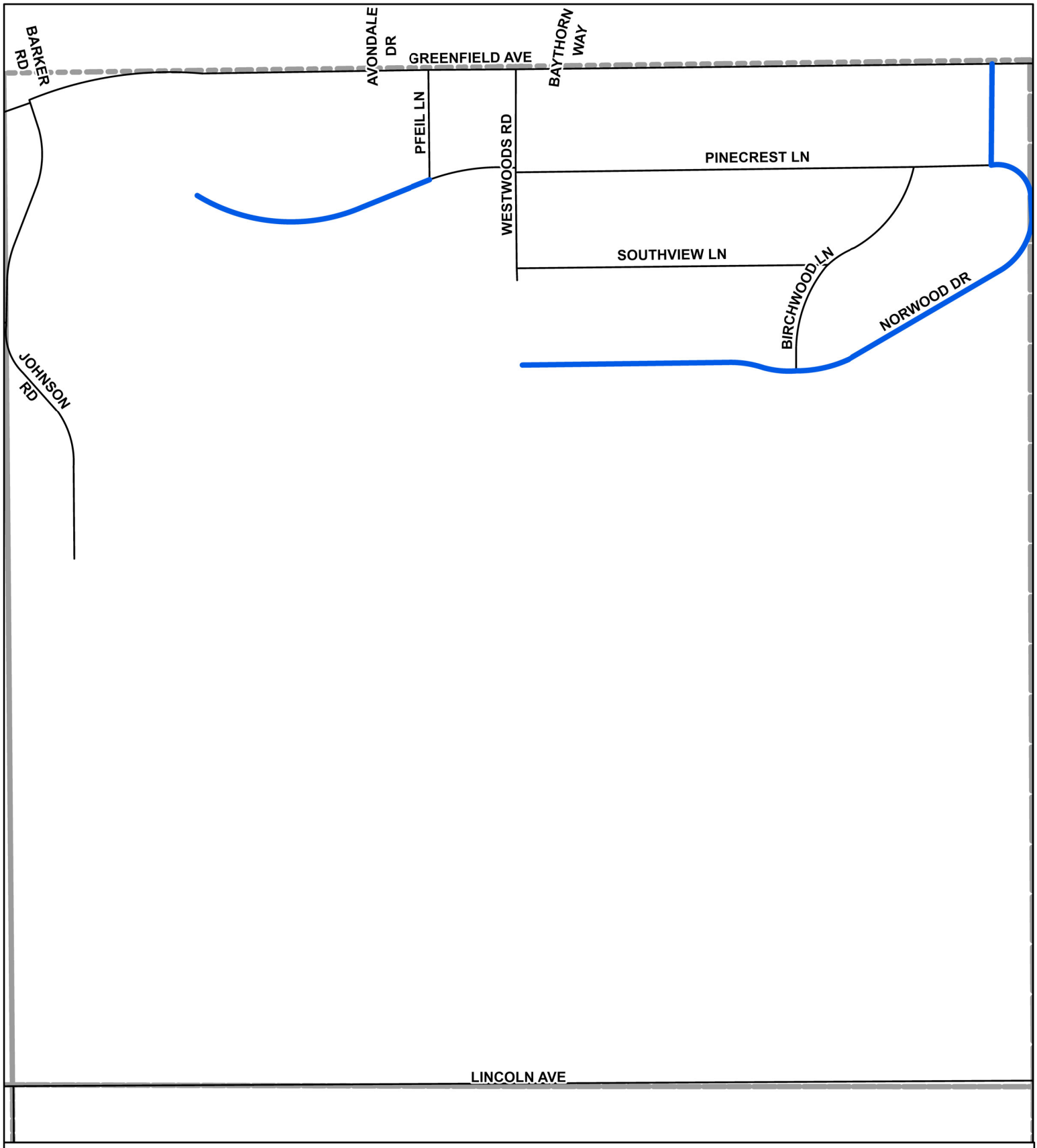
Pavement Segment
Section



2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 05

City of New Berlin
city living with a touch of country
Department of Community Development

Department of Community Development
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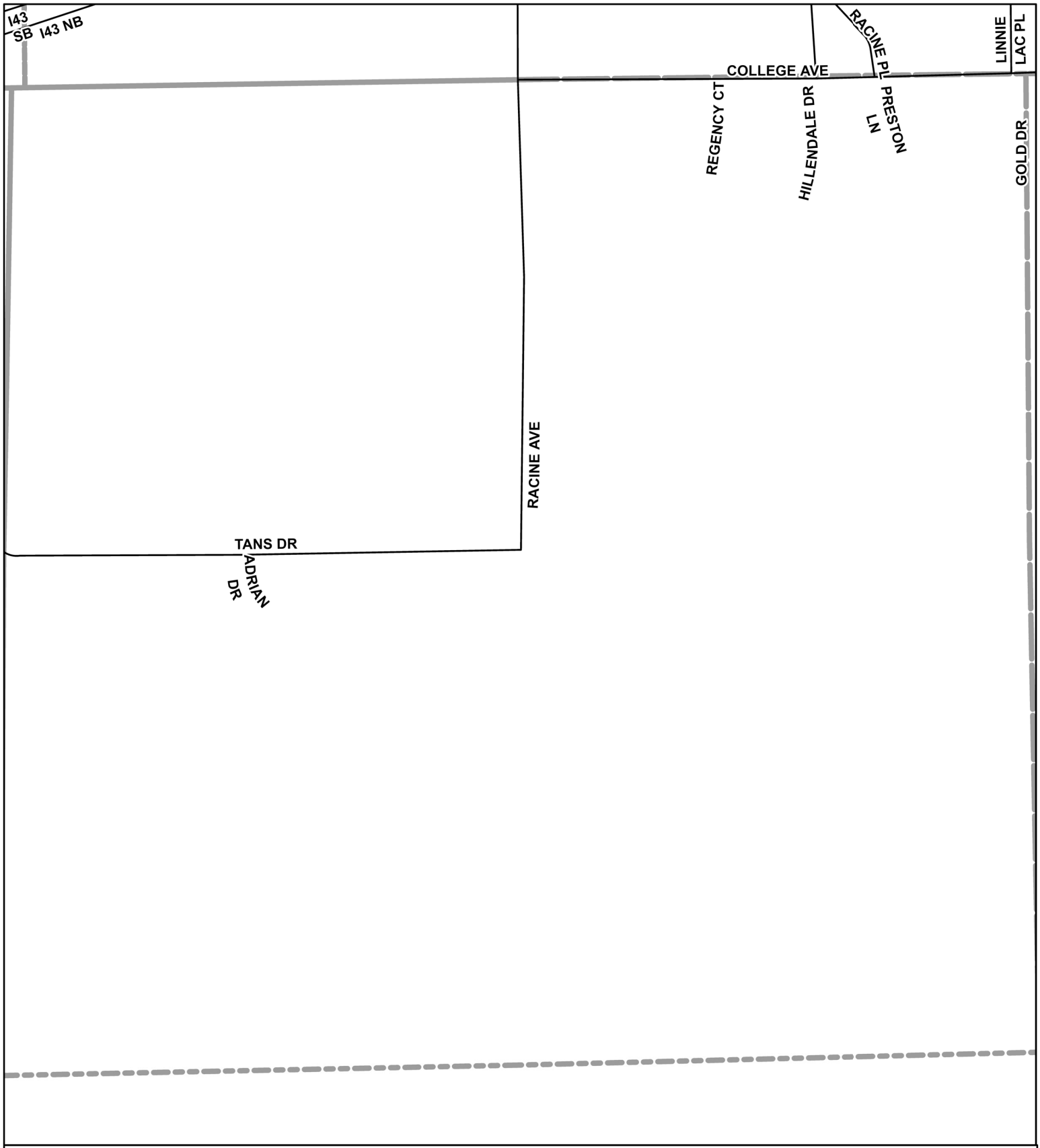
Pavement Segment
Section



2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 05

City of New Berlin
city living with a touch of country
Department of Community Development

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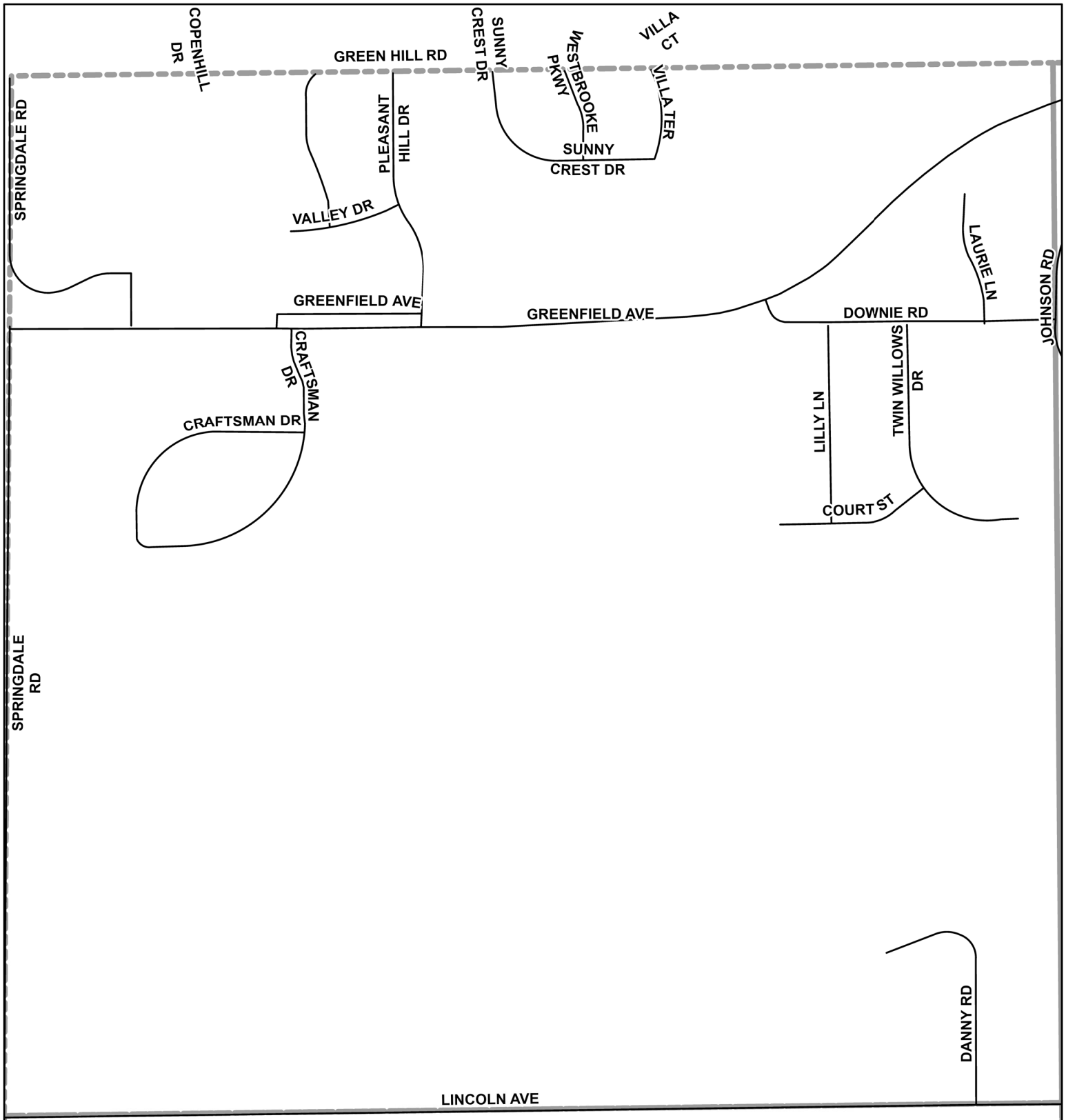
Pavement Segment
Section



2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 06

City of New Berlin
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Department of Community Development

Department of Community Development
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Pavement Segment
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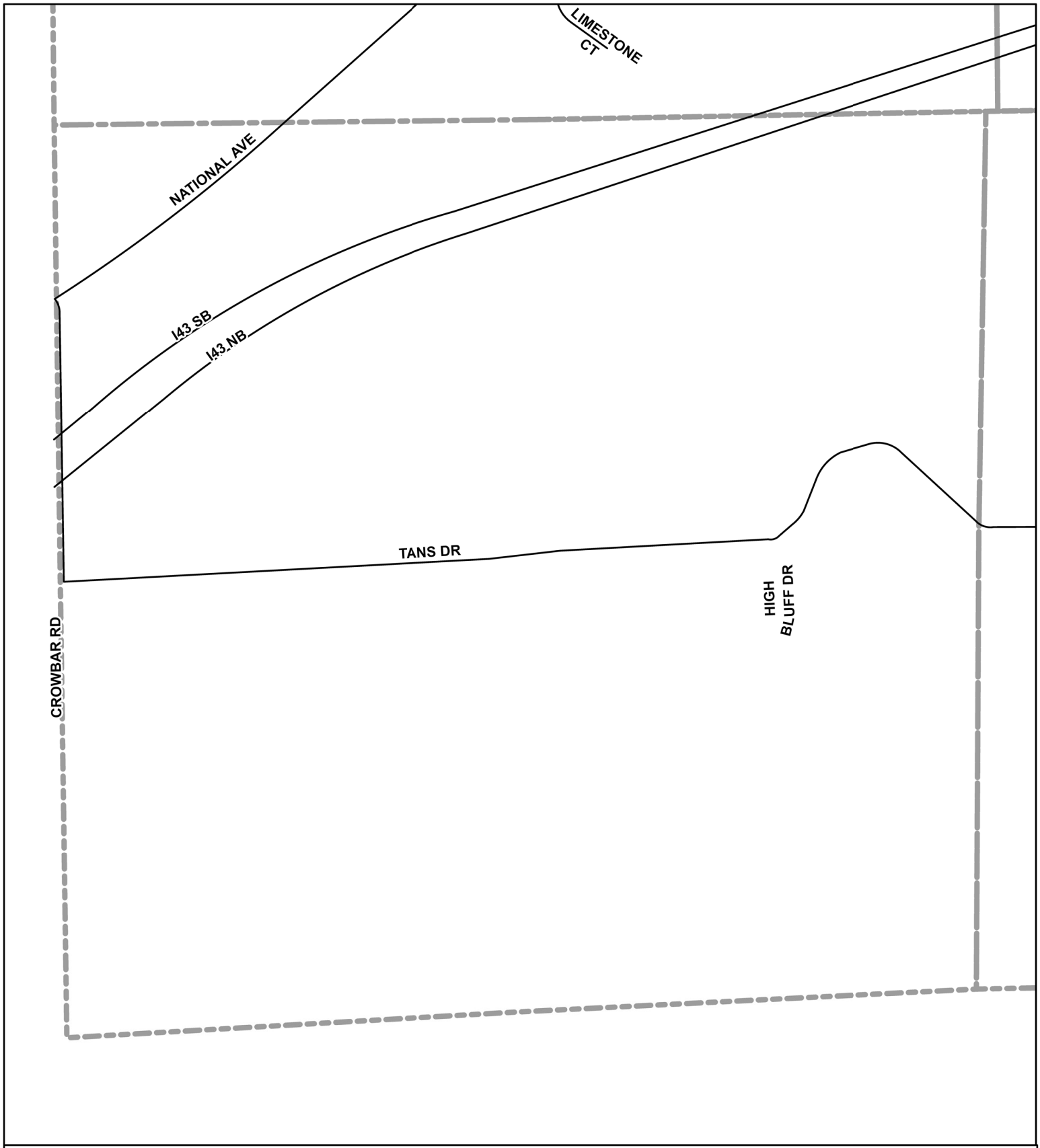

2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 06

City of New Berlin
city living with a touch of country
Department of Community Development

Department of Community Development
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Pavement Segment
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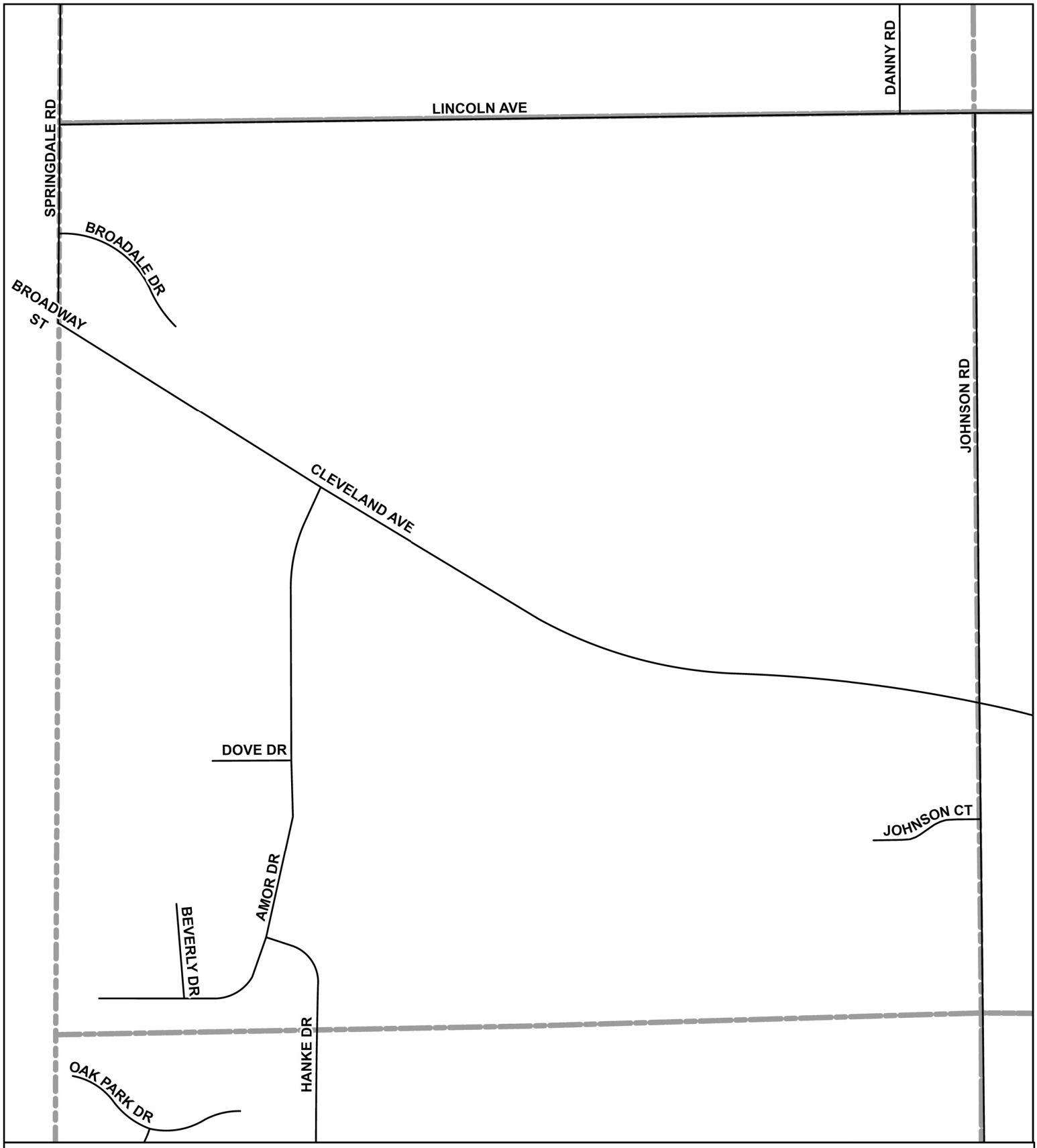

2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 07

City of New Berlin
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Department of Community Development

Department of Community Development
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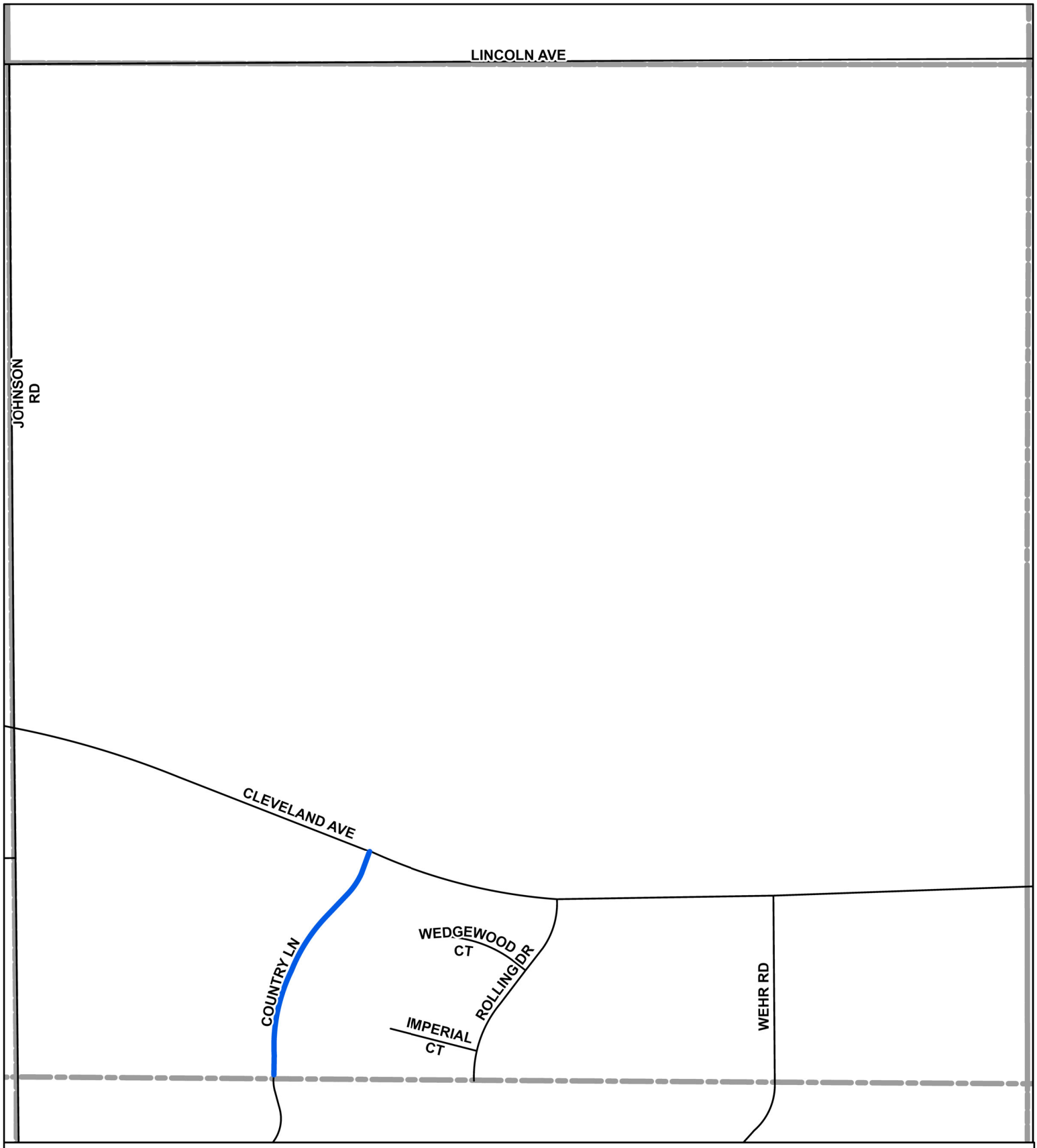
Pavement Segment
Section



2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 08

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Department of Community Development

Department of Community Development
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Pavement Segment
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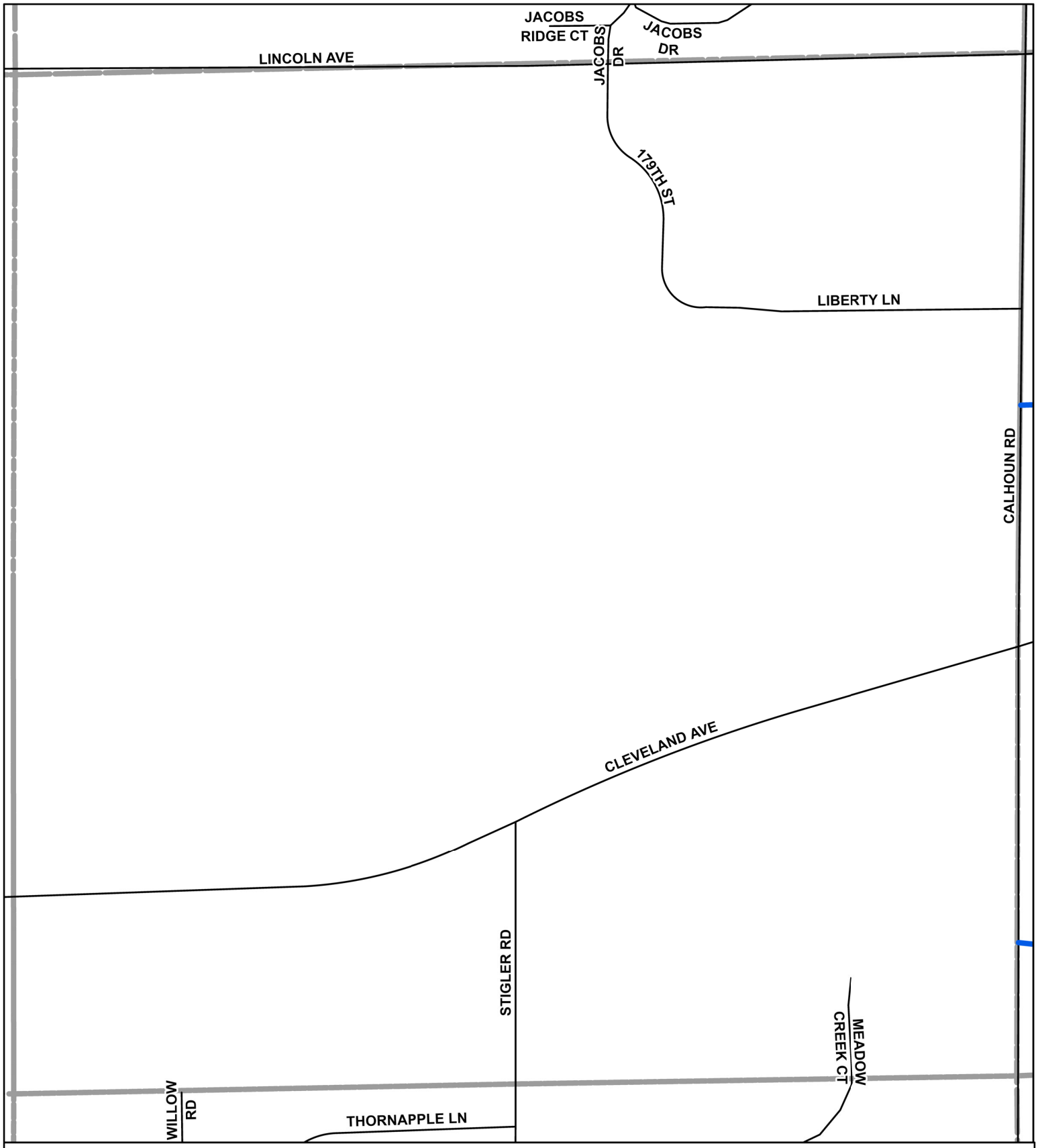

2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 09

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Department of Community Development

Department of Community Development
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Pavement Segment
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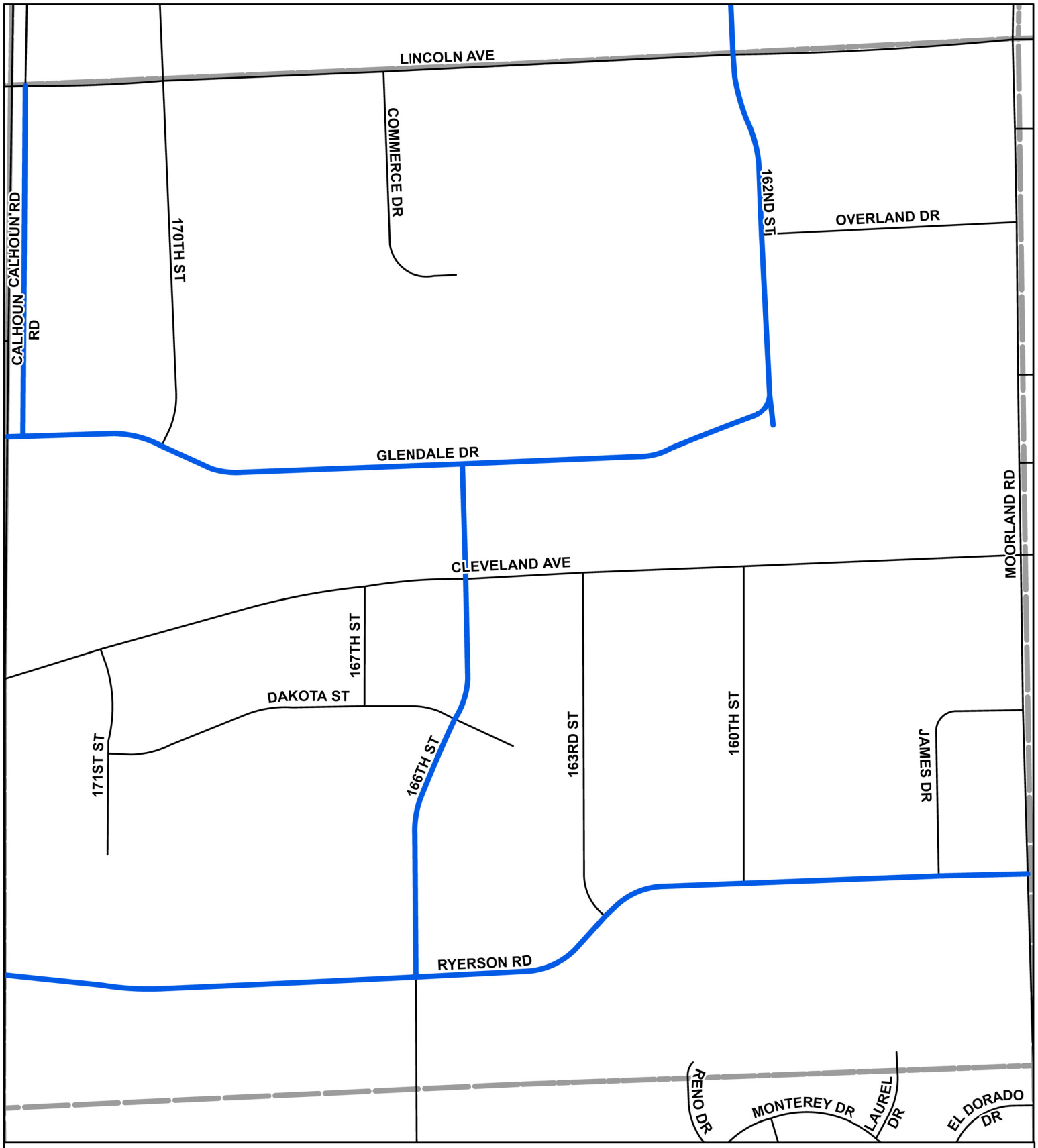

2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 10

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Department of Community Development

Department of Community Development
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Pavement Segment
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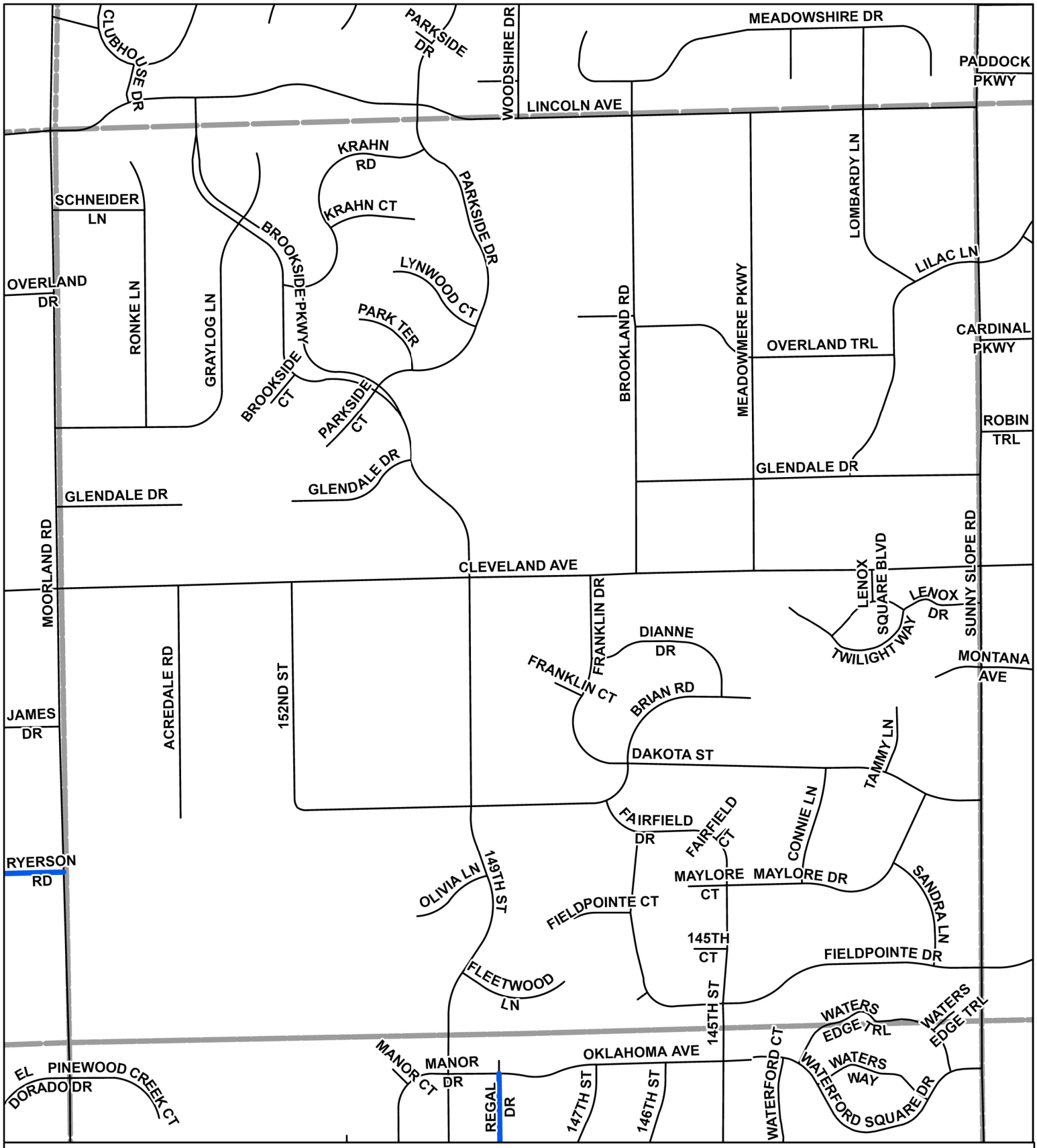

2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 11

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Department of Community Development

Department of Community Development
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Pavement Segment
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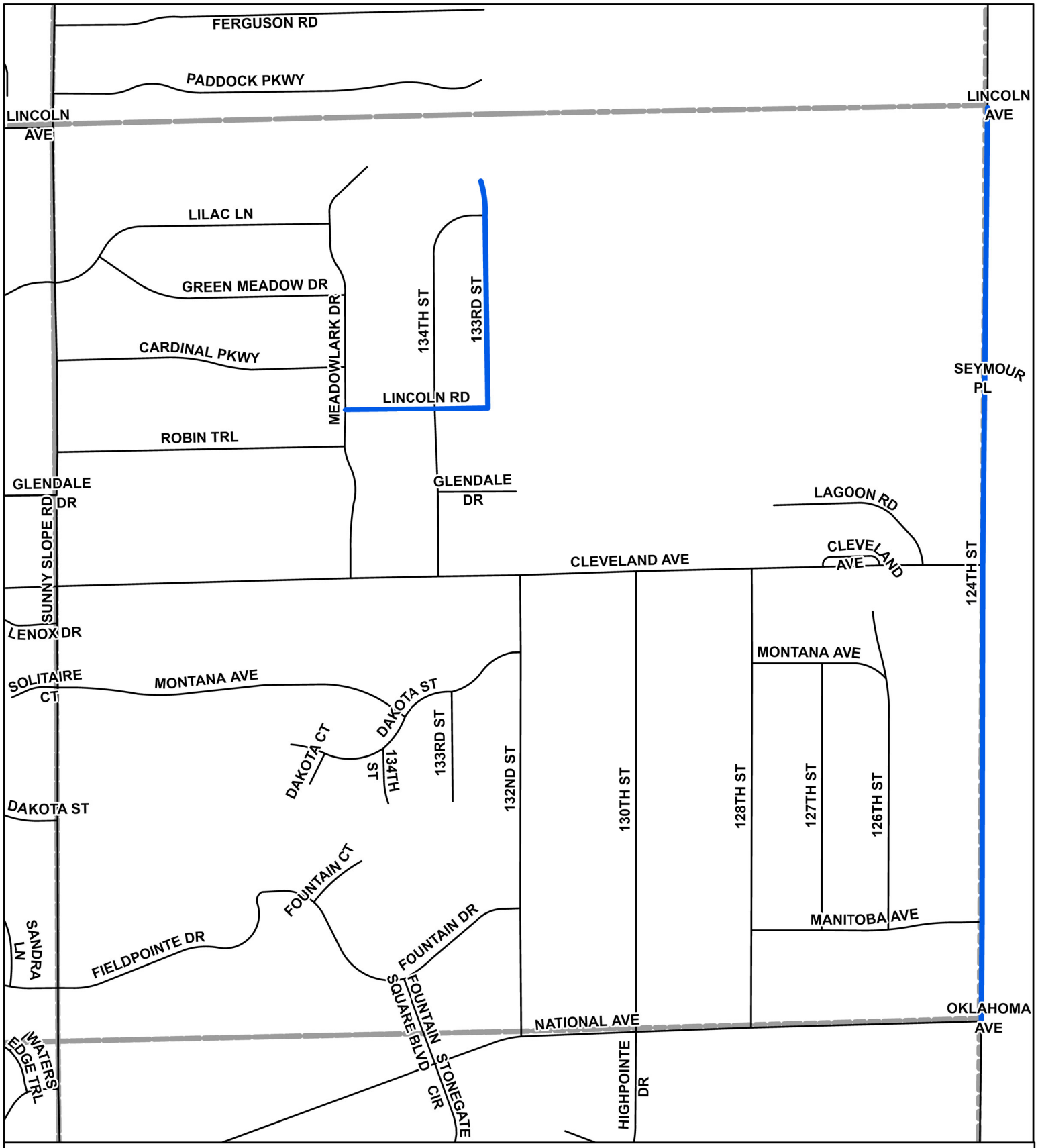

2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 12

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city living with a touch of country
Department of Community Development

Department of Community Development
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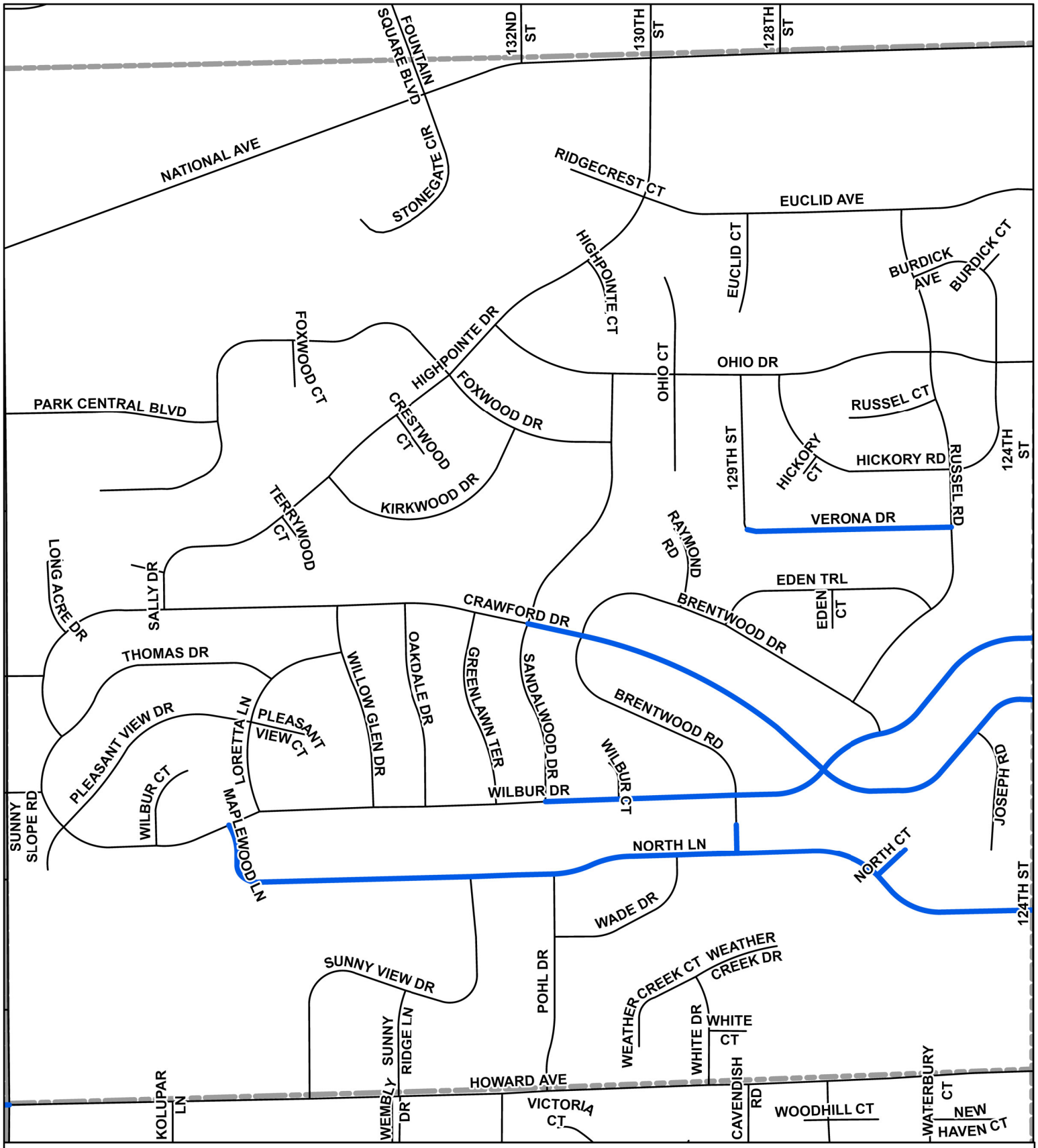
Pavement Segment
Section



2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 13

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Department of Community Development

Department of Community Development
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Pavement Segment
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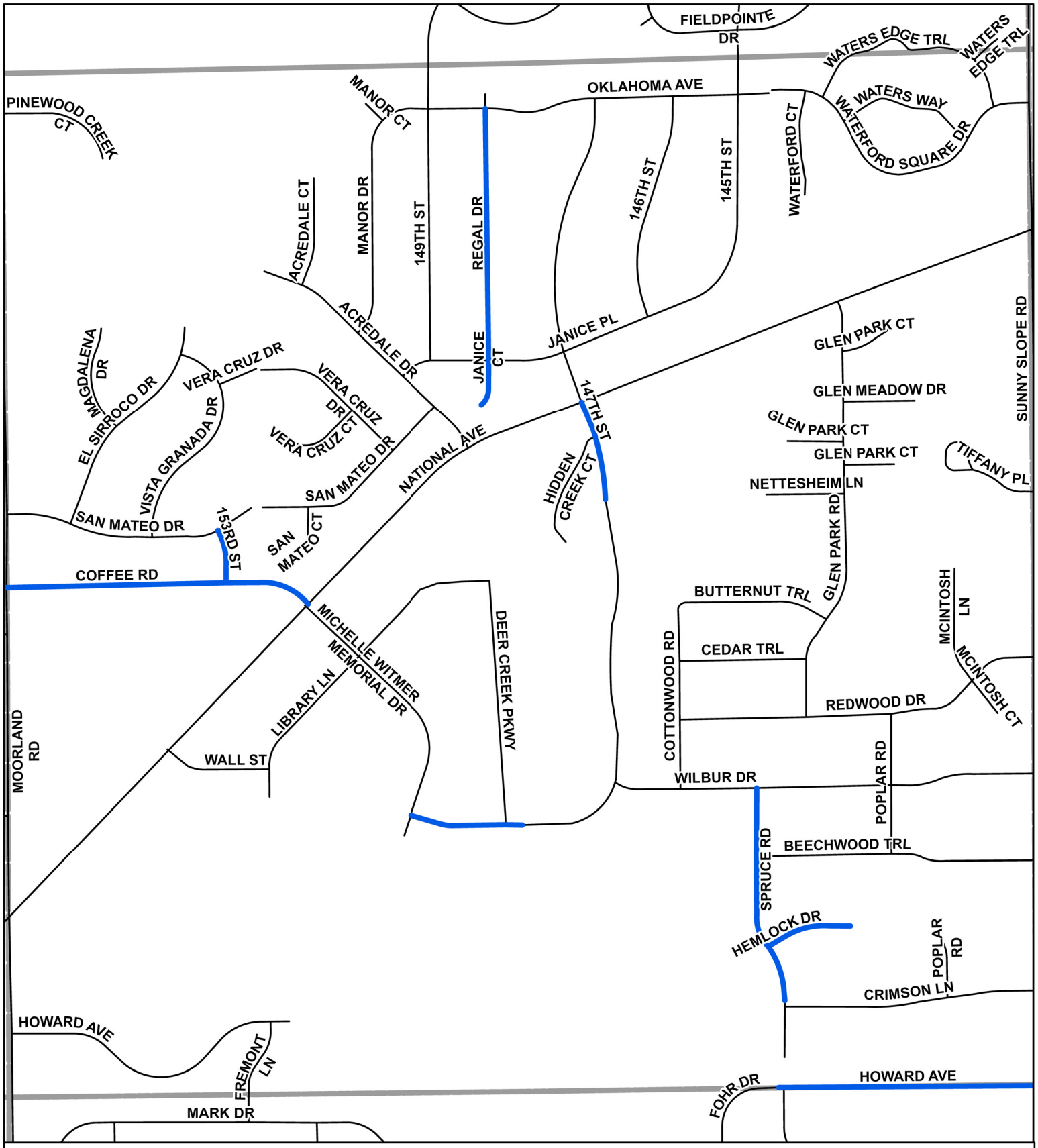

2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 14

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Department of Community Development

Department of Community Development
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Pavement Segment
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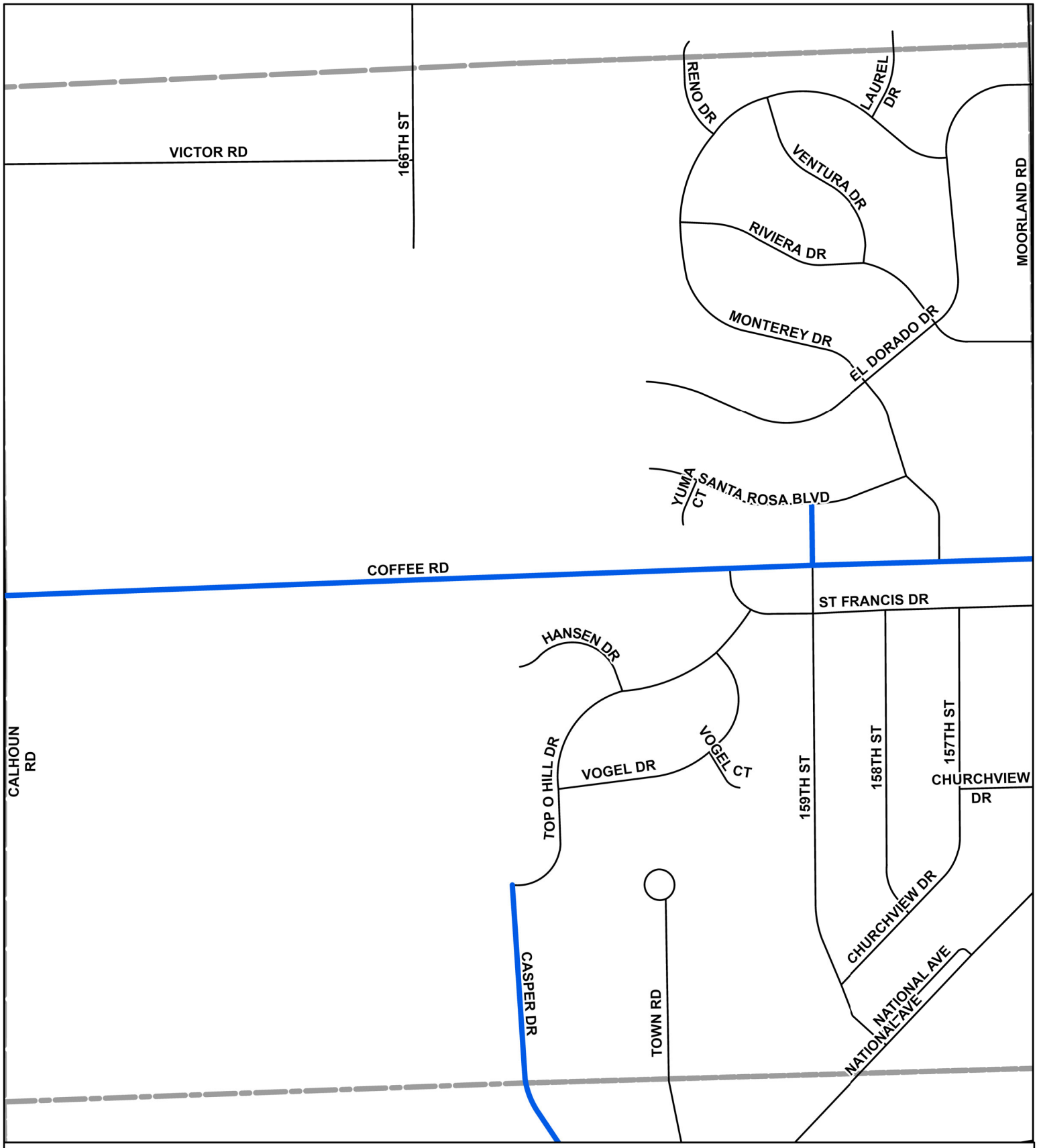

2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 15

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Department of Community Development

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Pavement Segment
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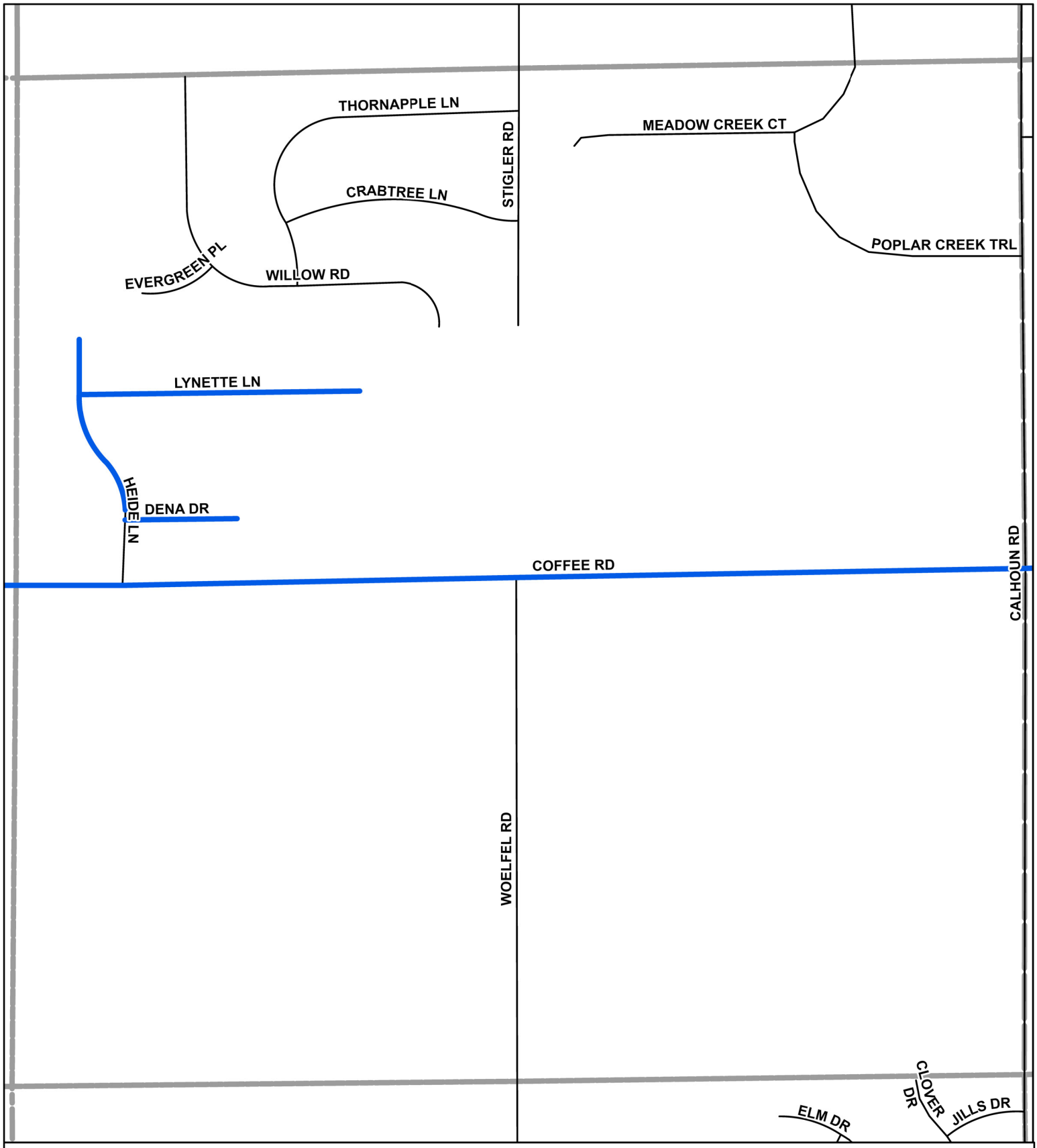

2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 16

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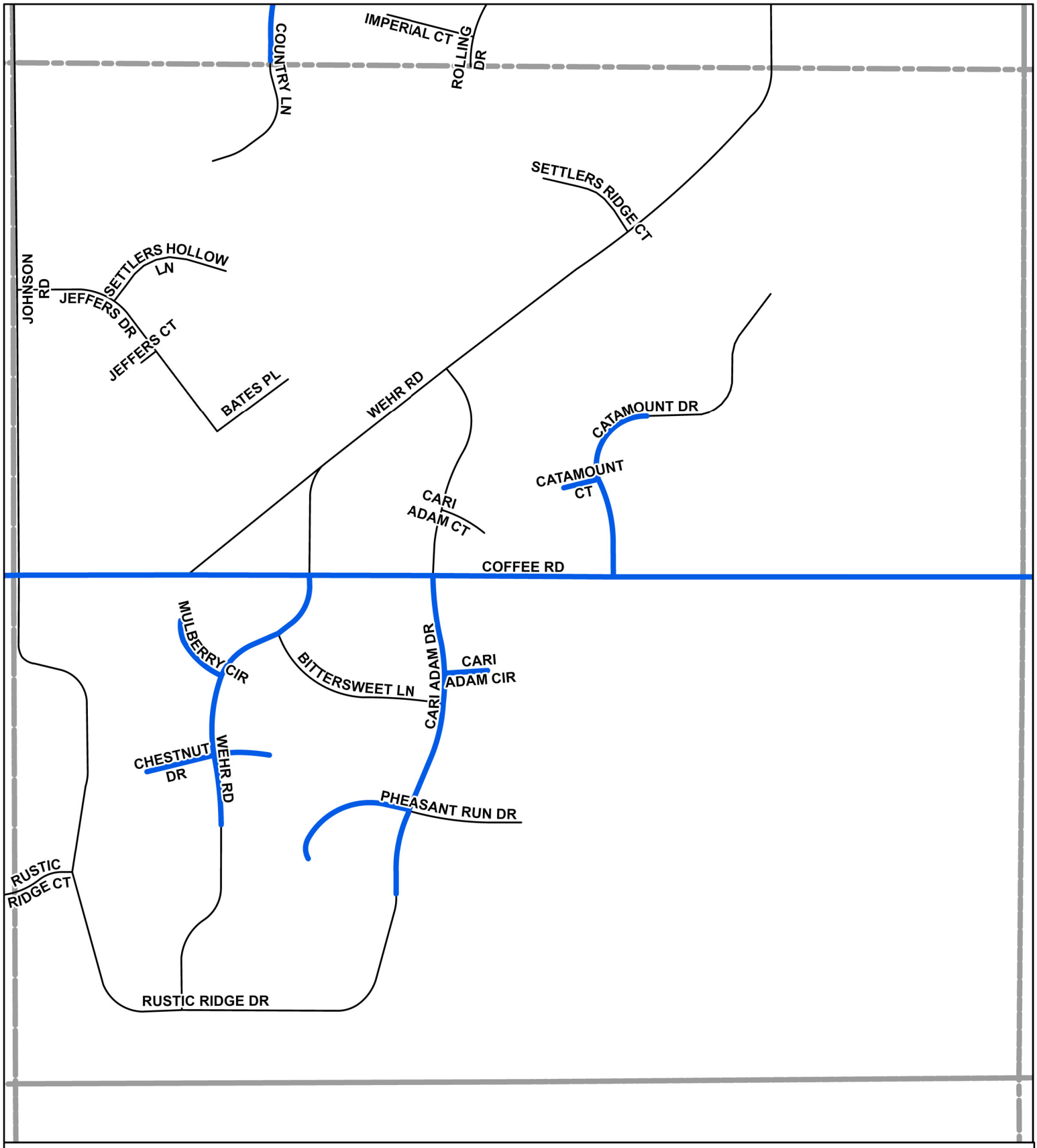
Pavement Segment
Section



2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 17

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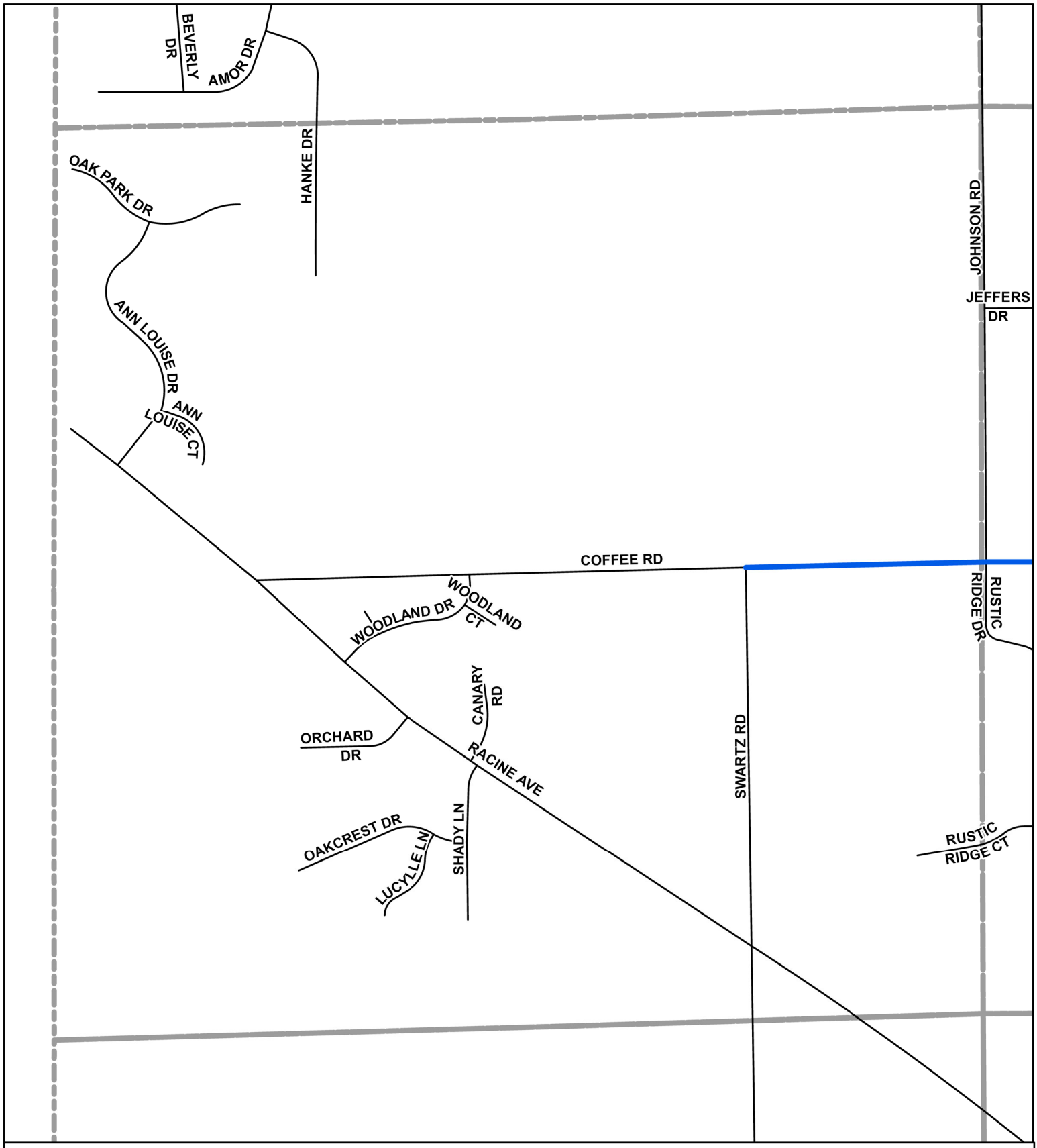
Pavement Segment
Section



2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 18

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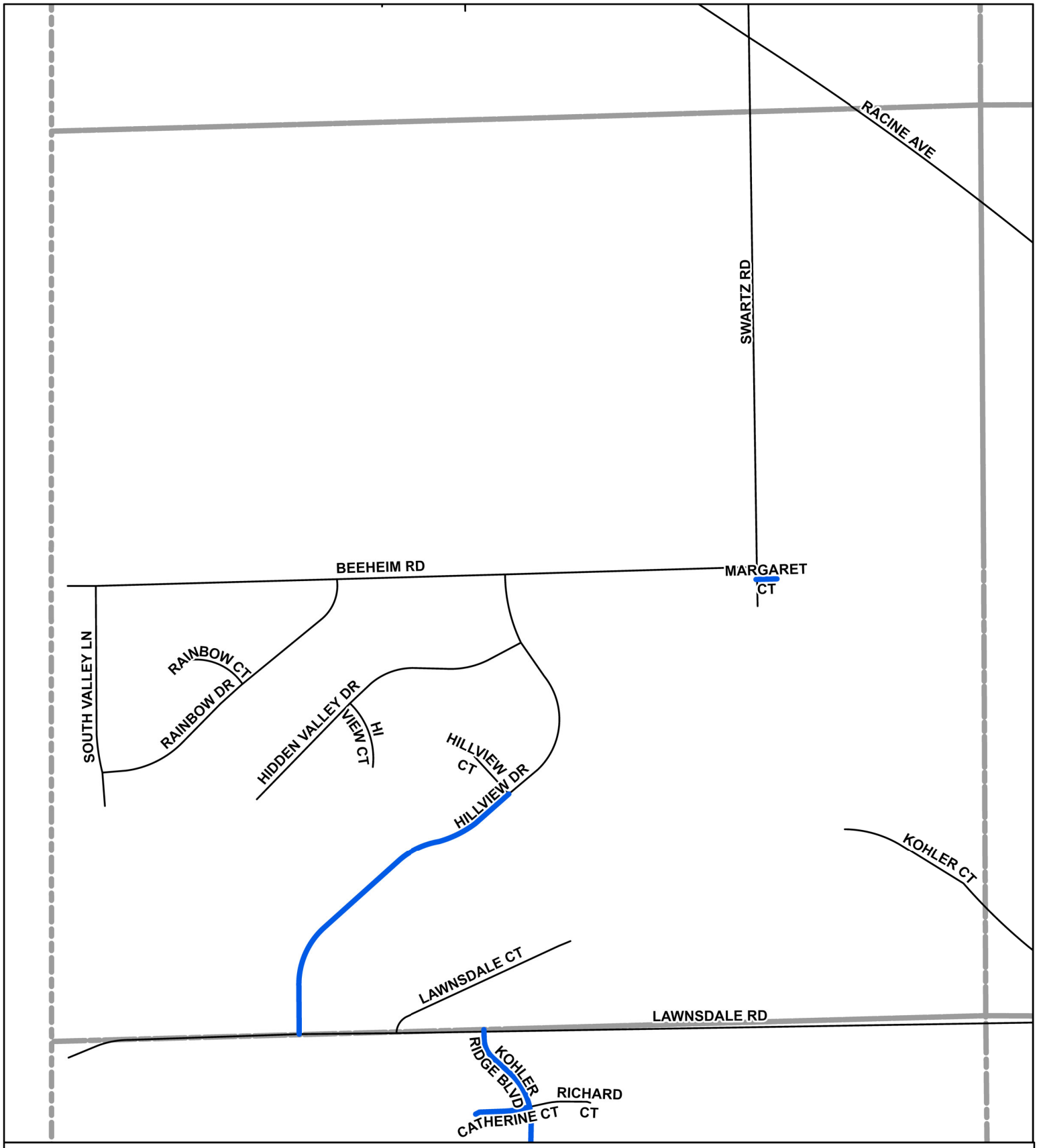
Pavement Segment
Section



2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 19

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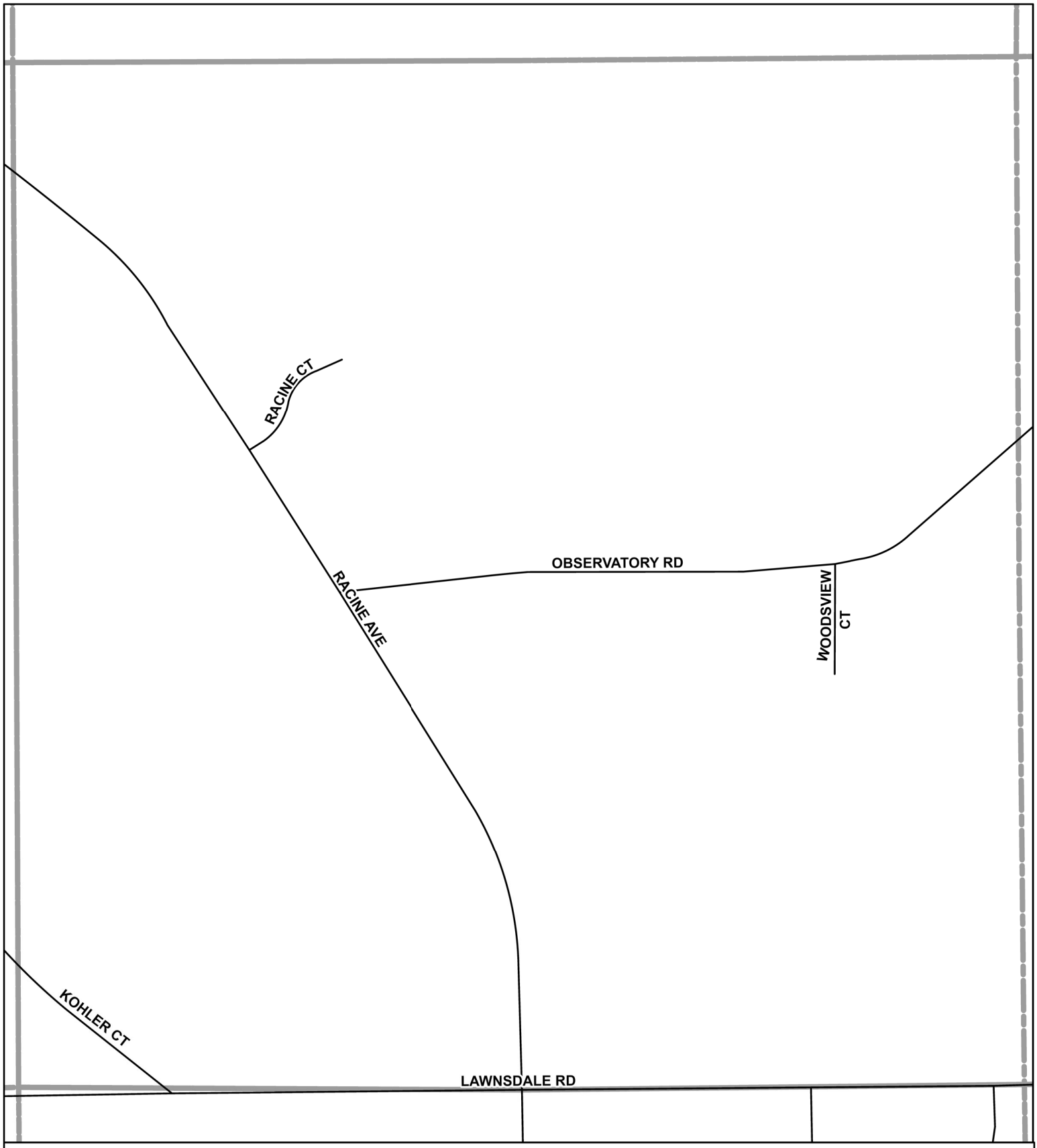
Pavement Segment
Section



2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 20

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Department of Community Development
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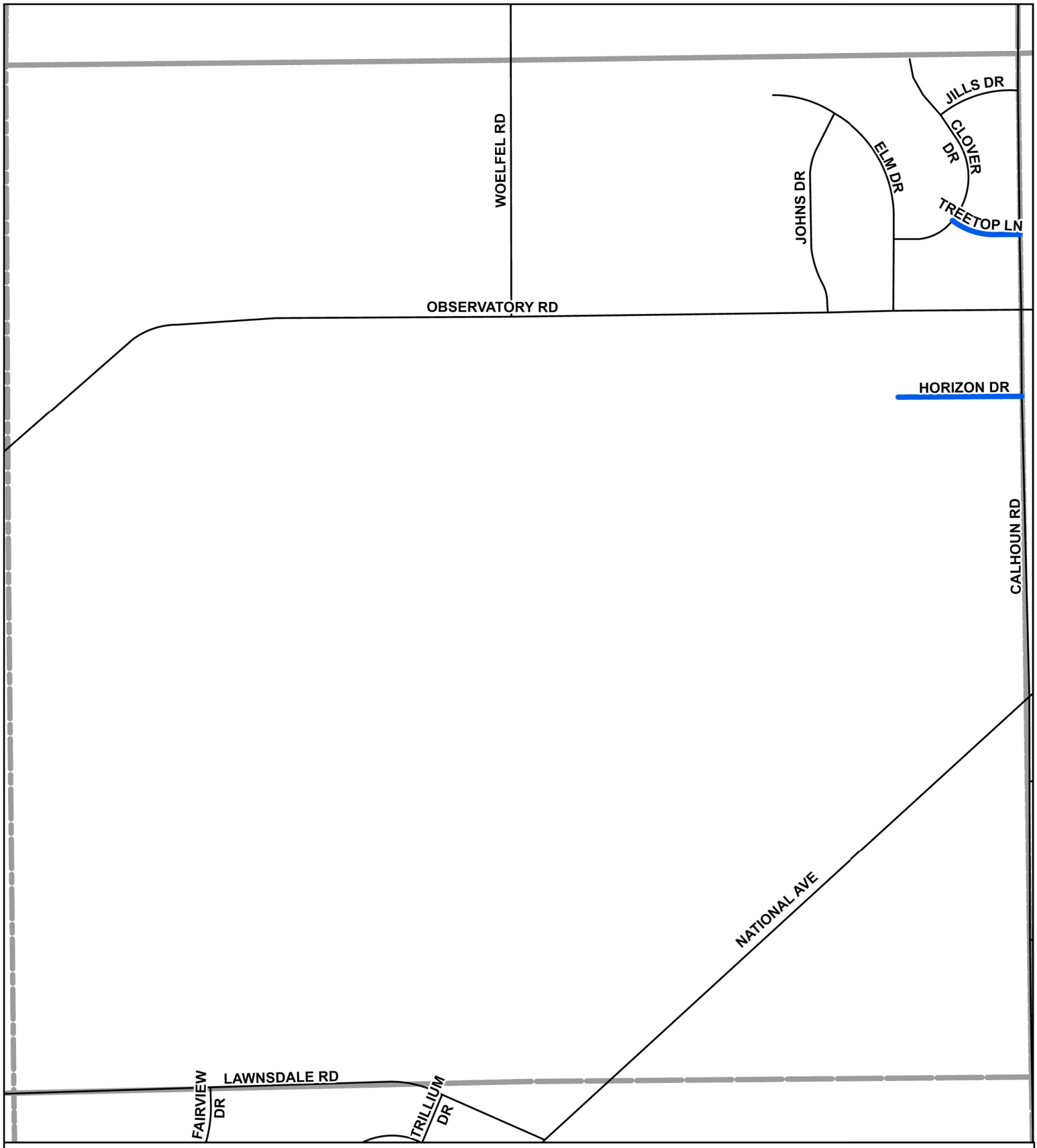
Pavement Segment
Section



2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 21

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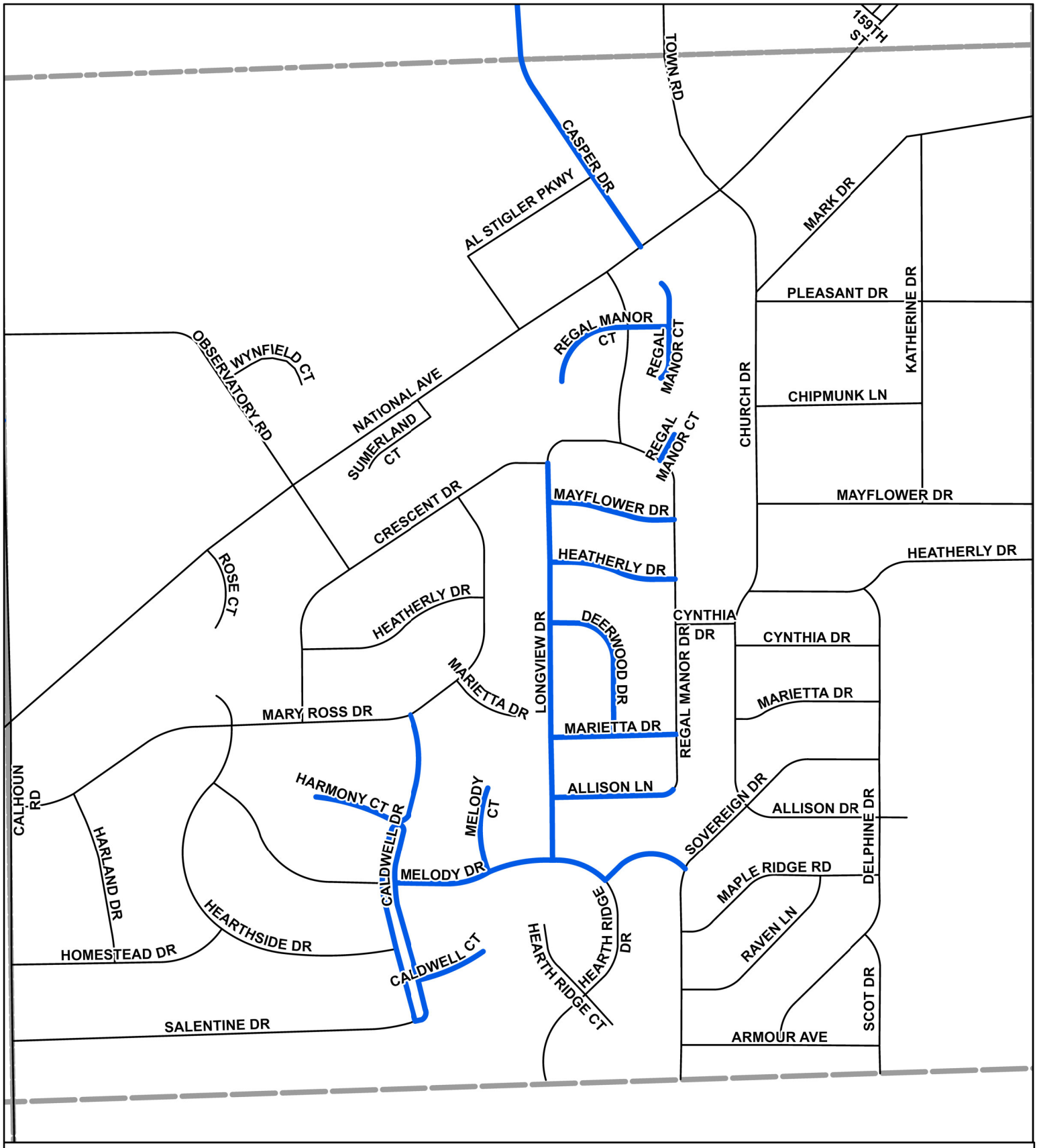
Pavement Segment
Section



2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 22

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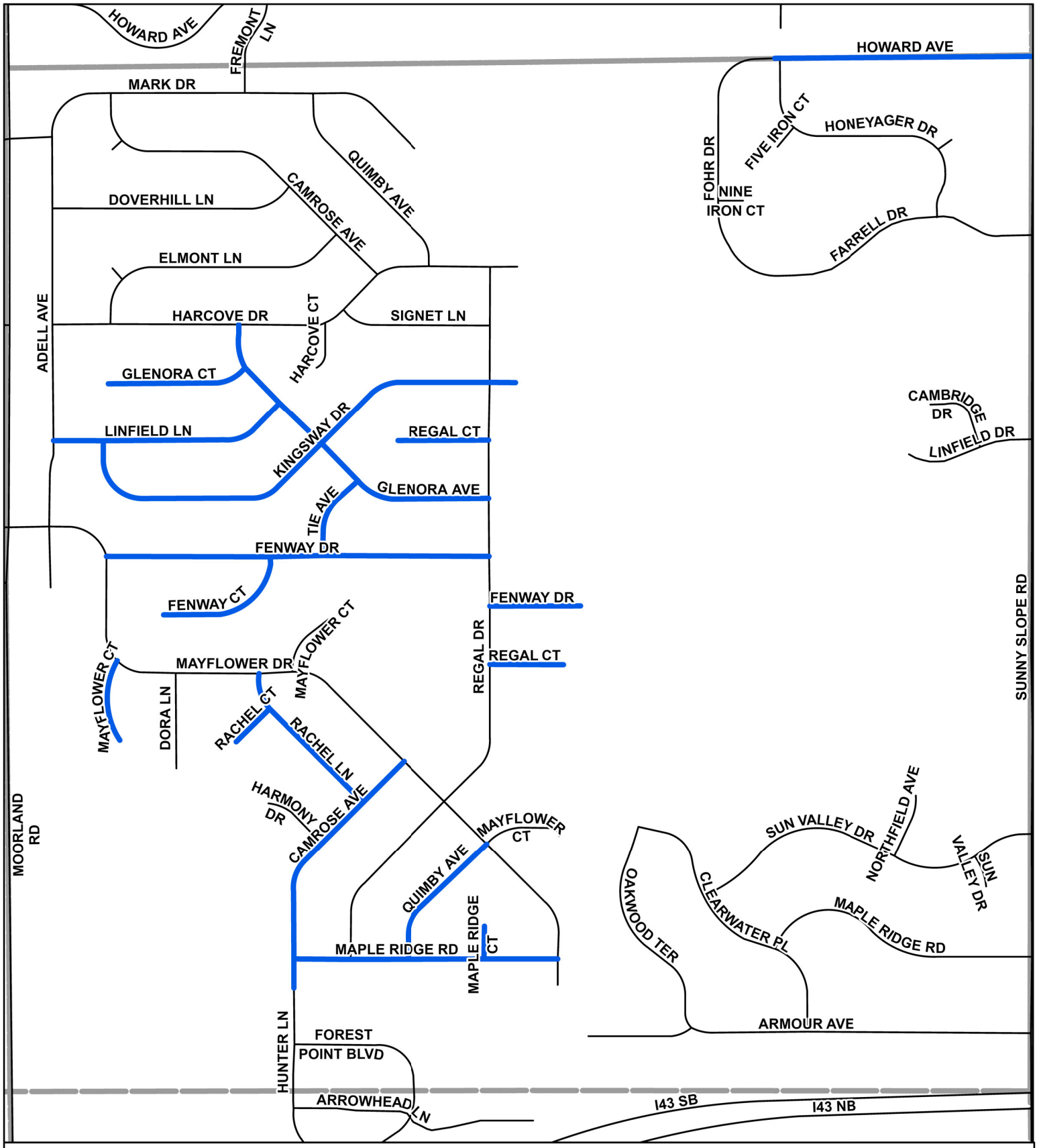
Pavement Segment
Section



2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 23

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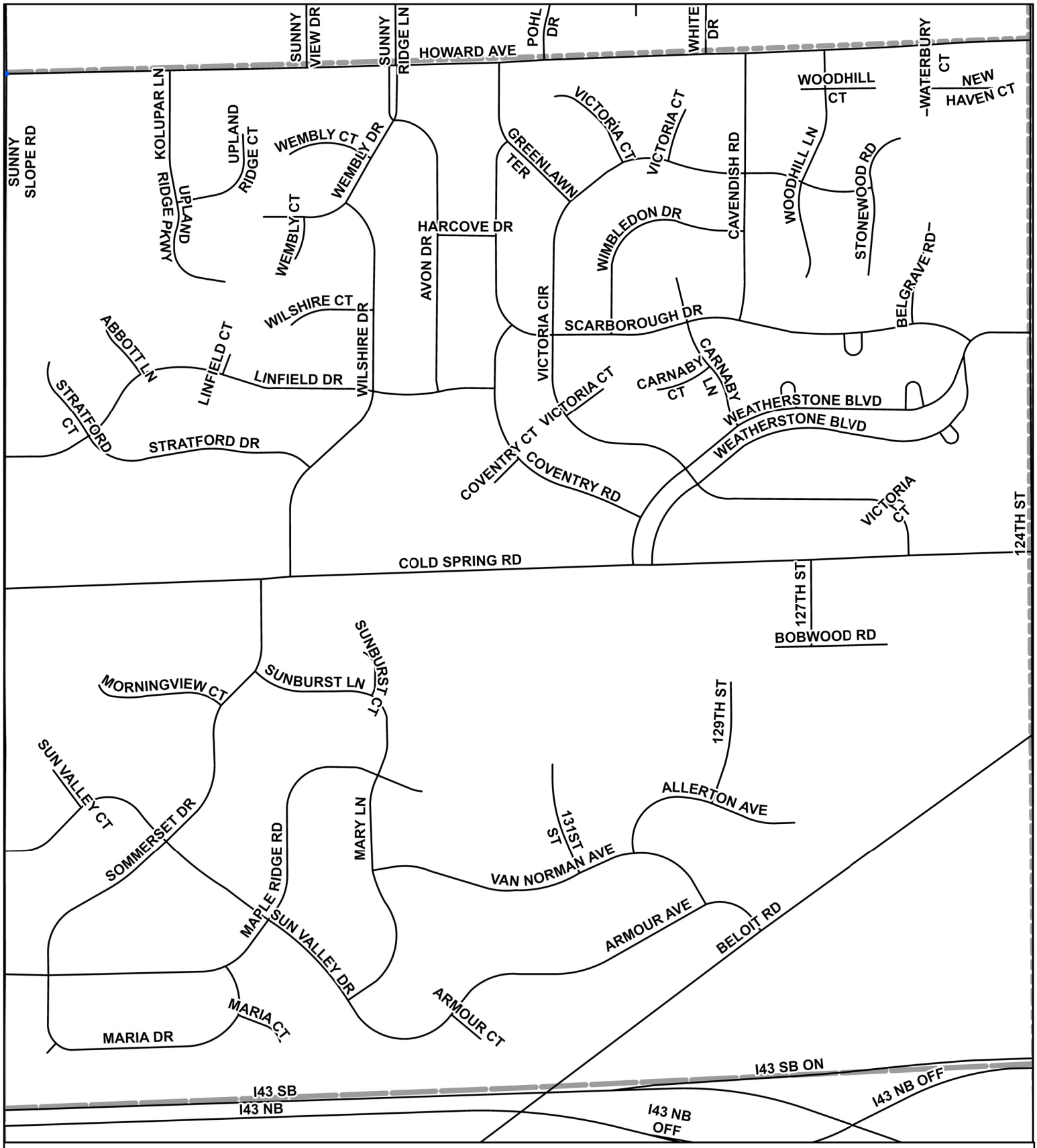
Pavement Segment
Section



2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 24

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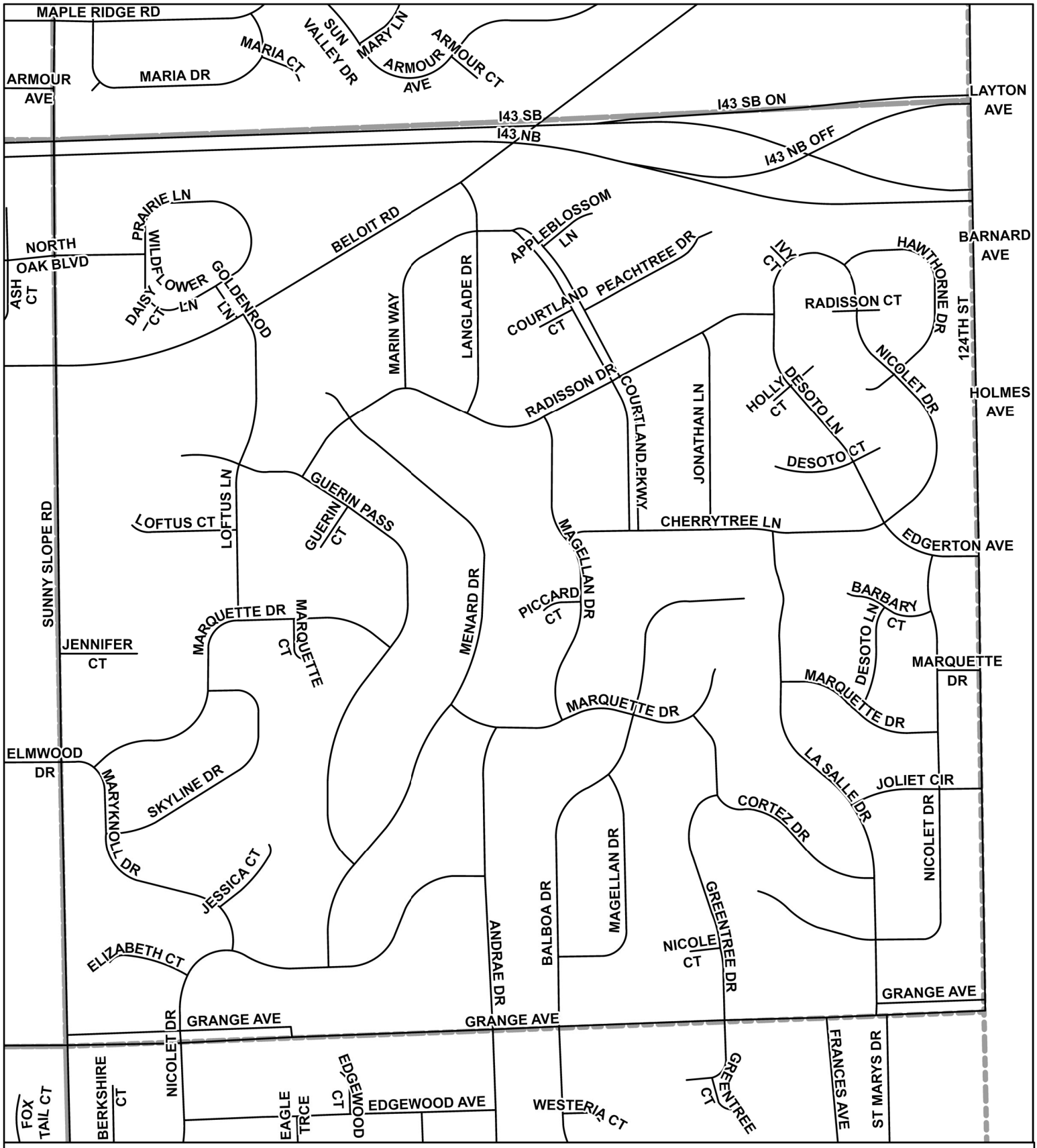
Pavement Segment
Section



2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 25

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Department of Community Development
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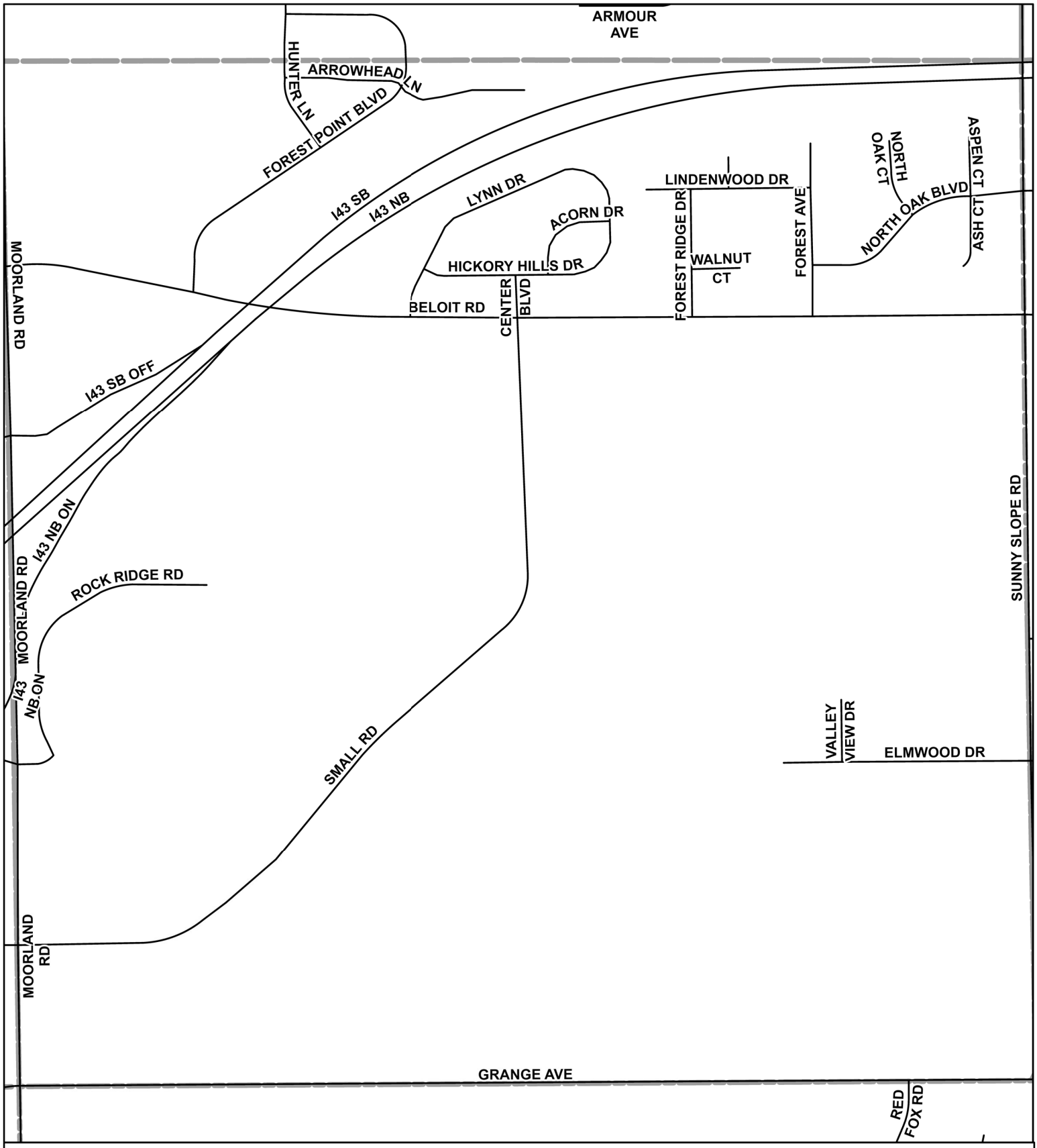
Pavement Segment
Section



2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 26

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Department of Community Development
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Pavement Segment
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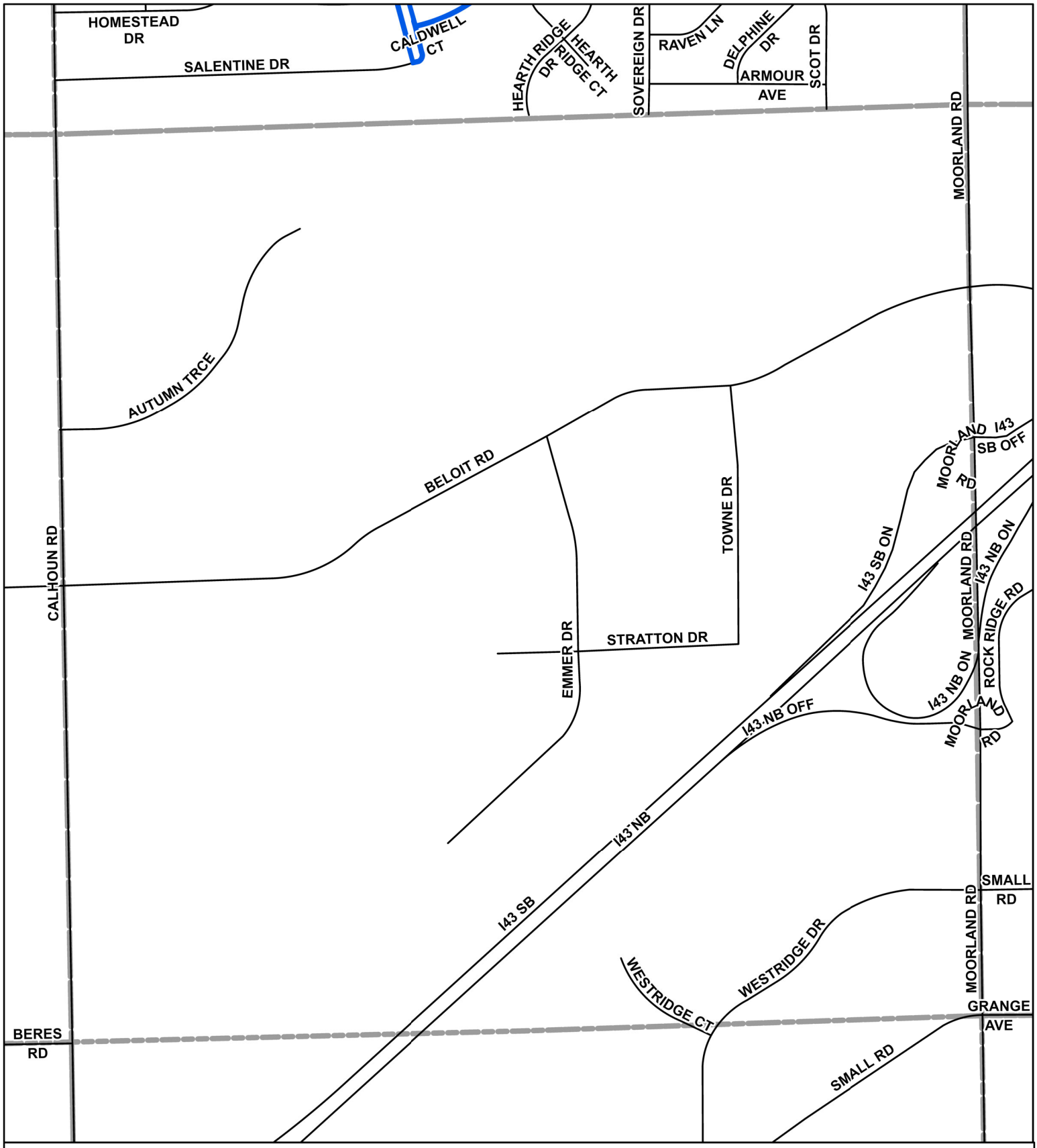

2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 27

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Pavement Segment
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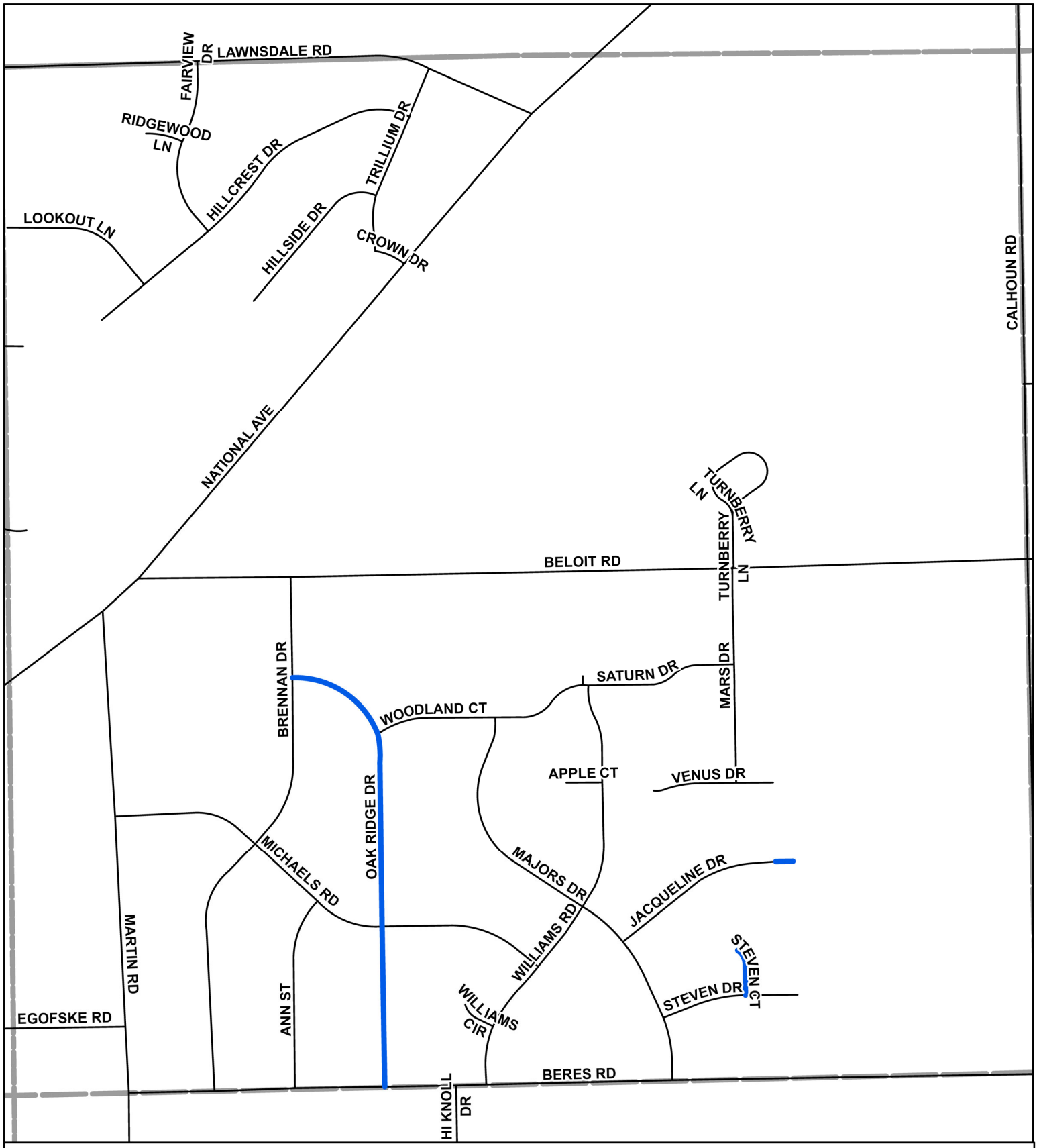

2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 28

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Department of Community Development

Department of Community Development
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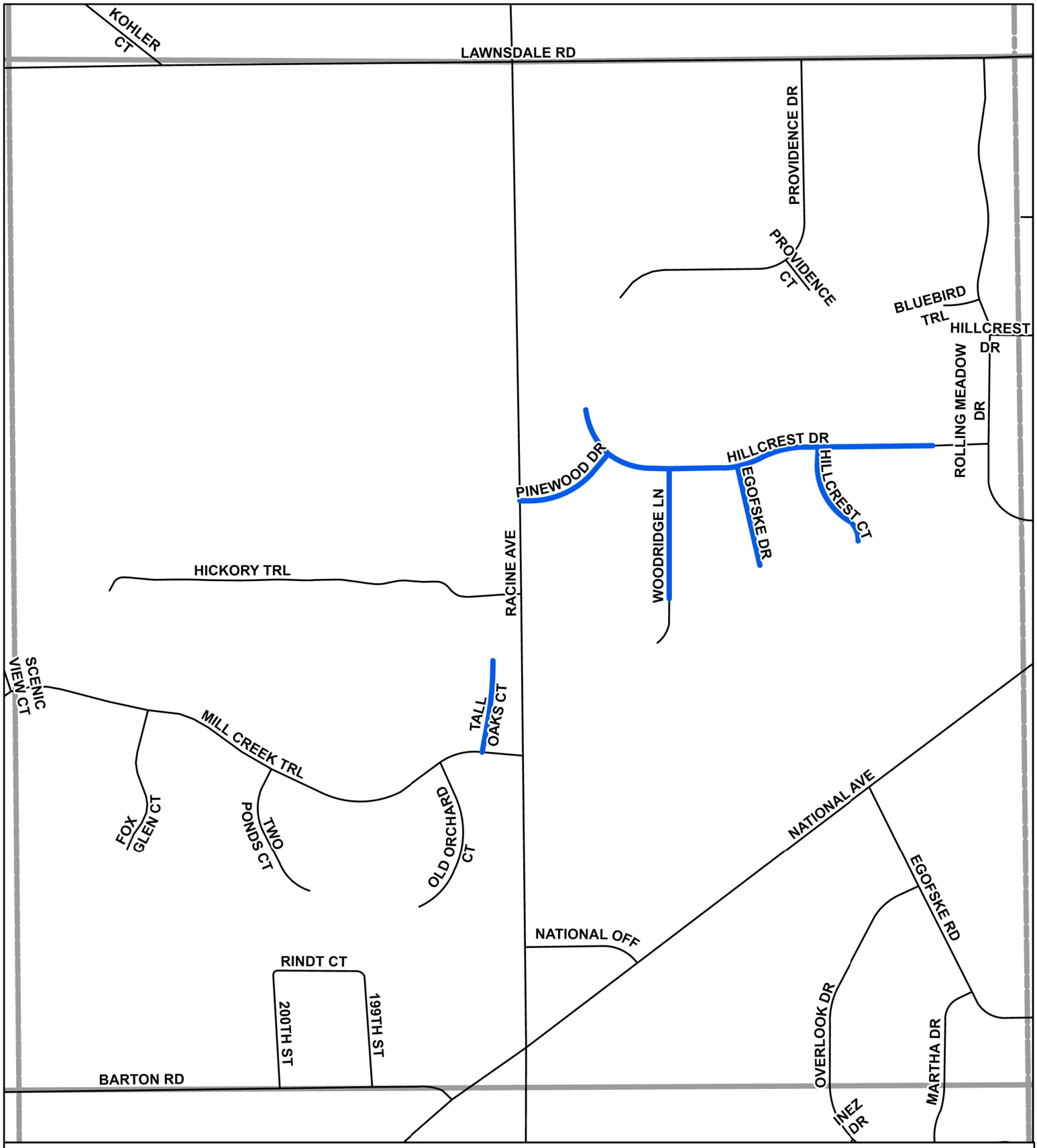
Pavement Segment
Section



2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 29

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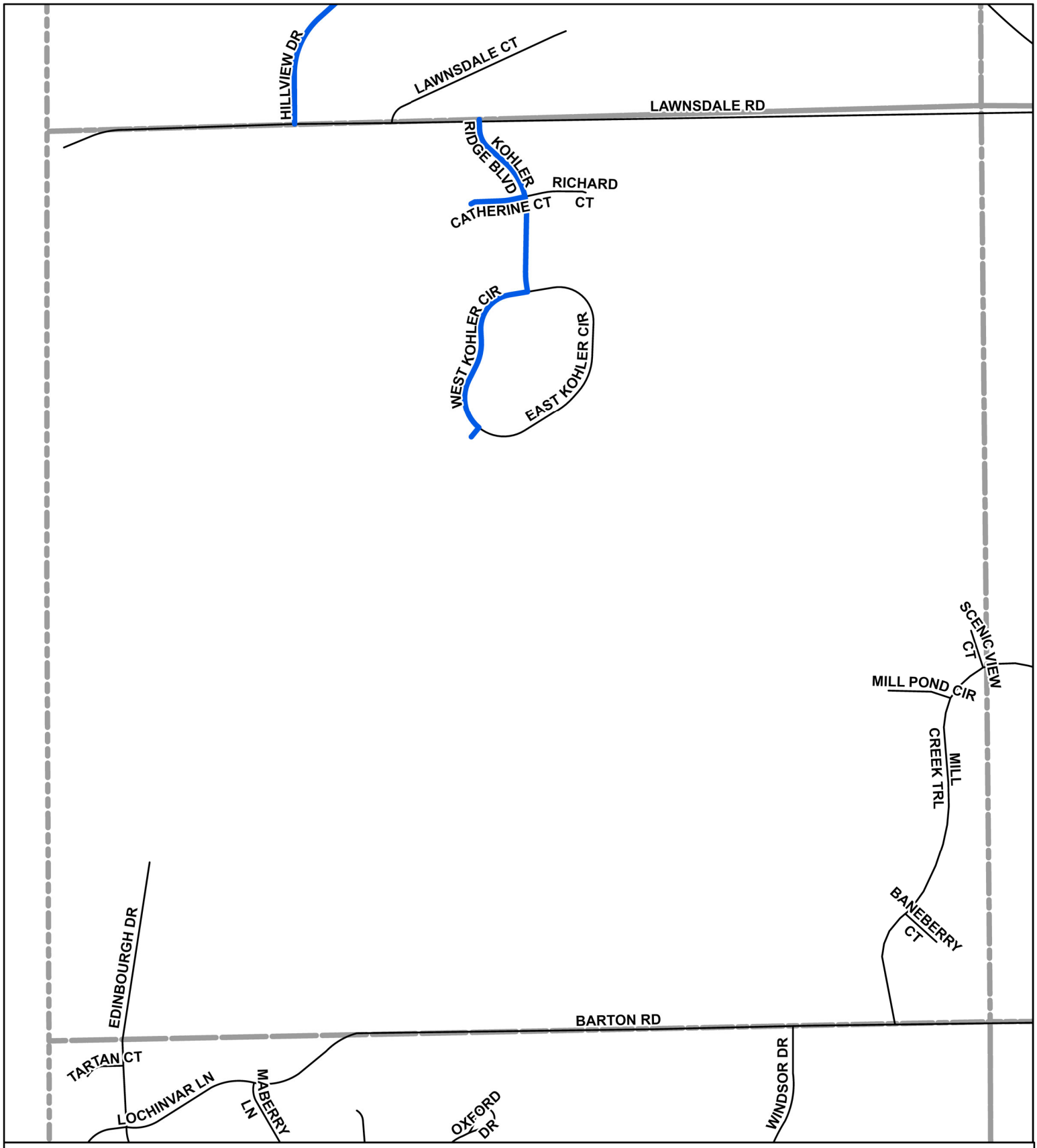
Pavement Segment
Section



2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 30

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Department of Community Development
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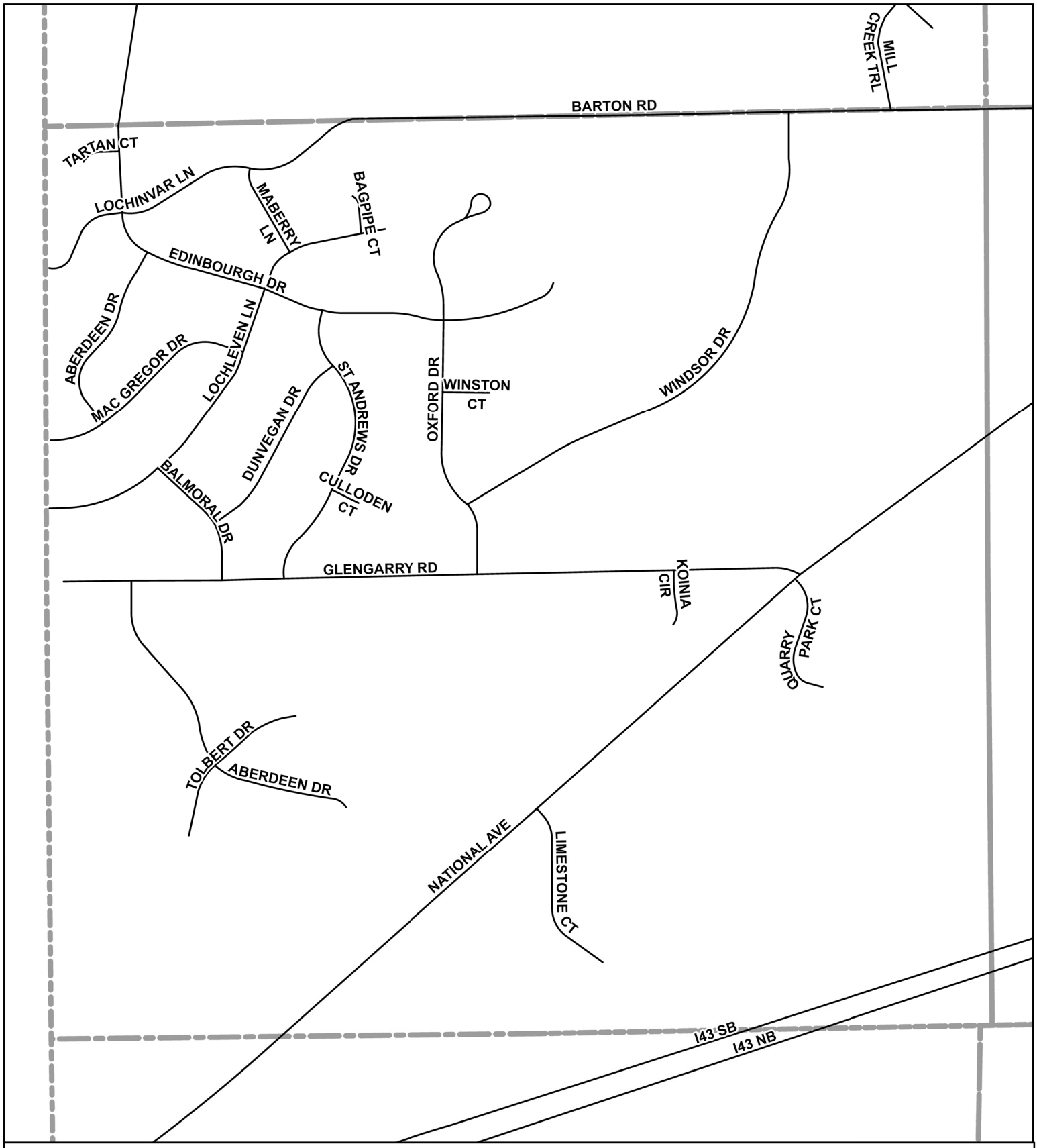
Pavement Segment
Section



2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 31

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Pavement Segment
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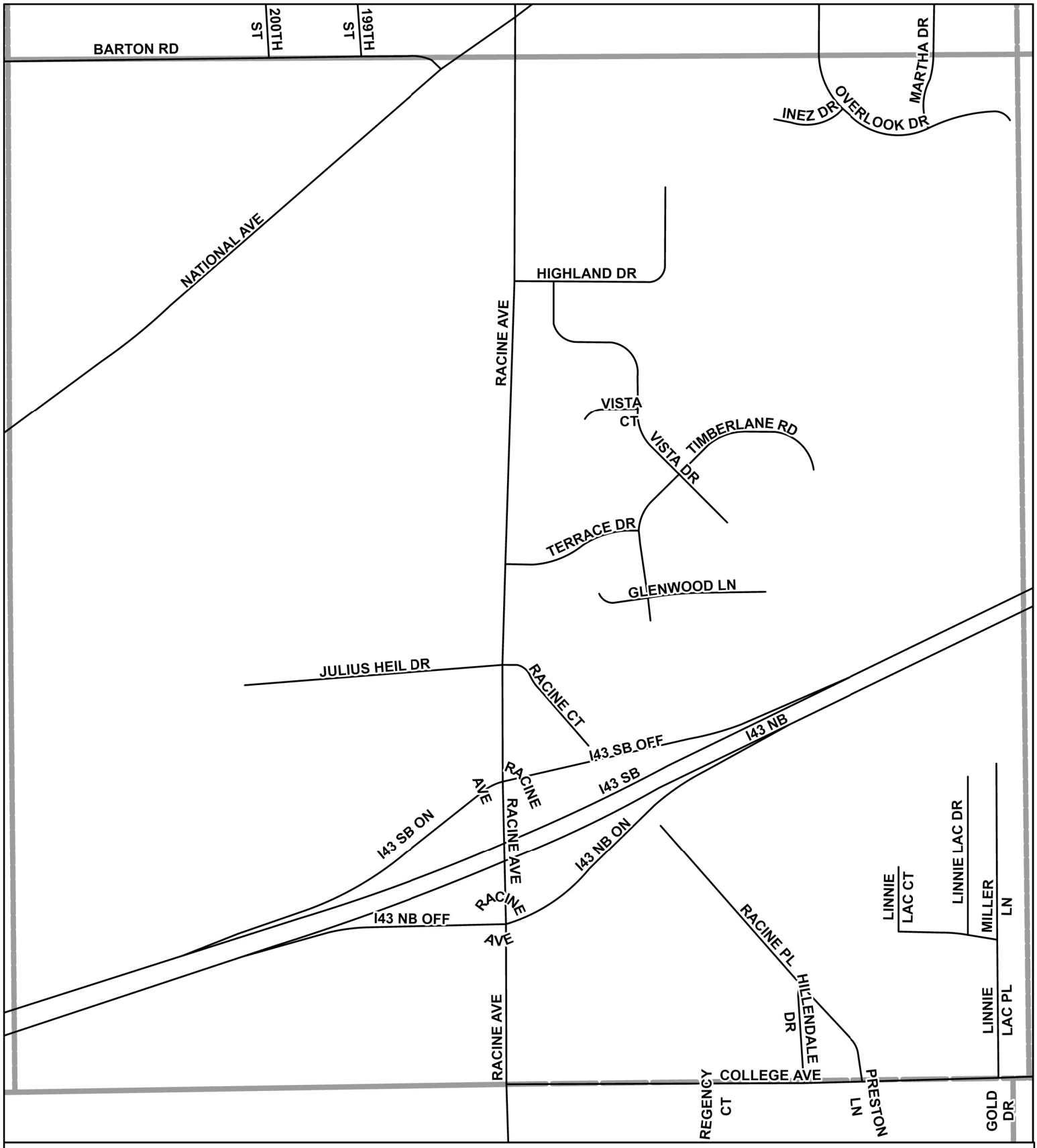

2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 32

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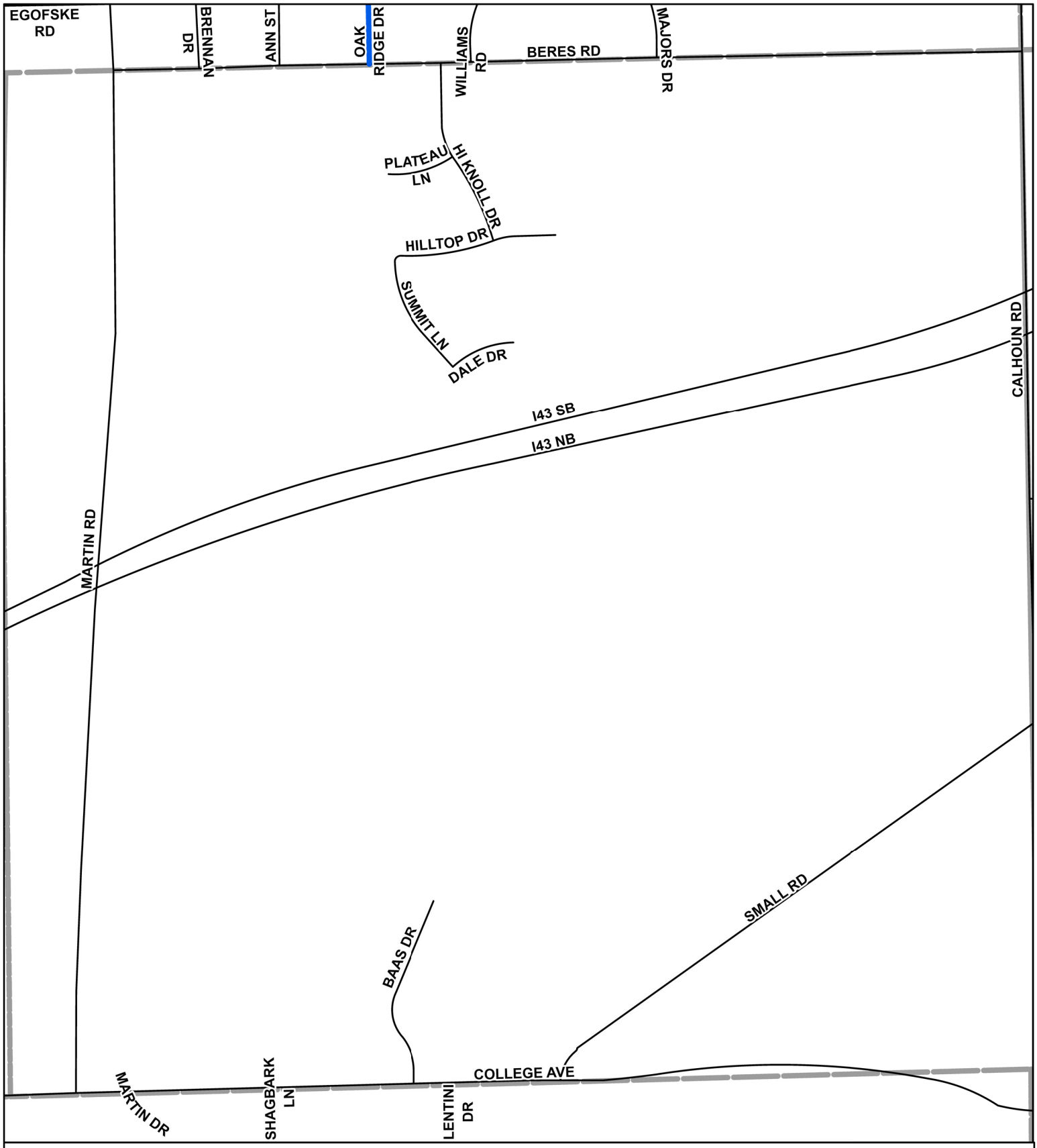
Pavement Segment
Section



2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 33

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Department of Community Development

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Pavement Segment
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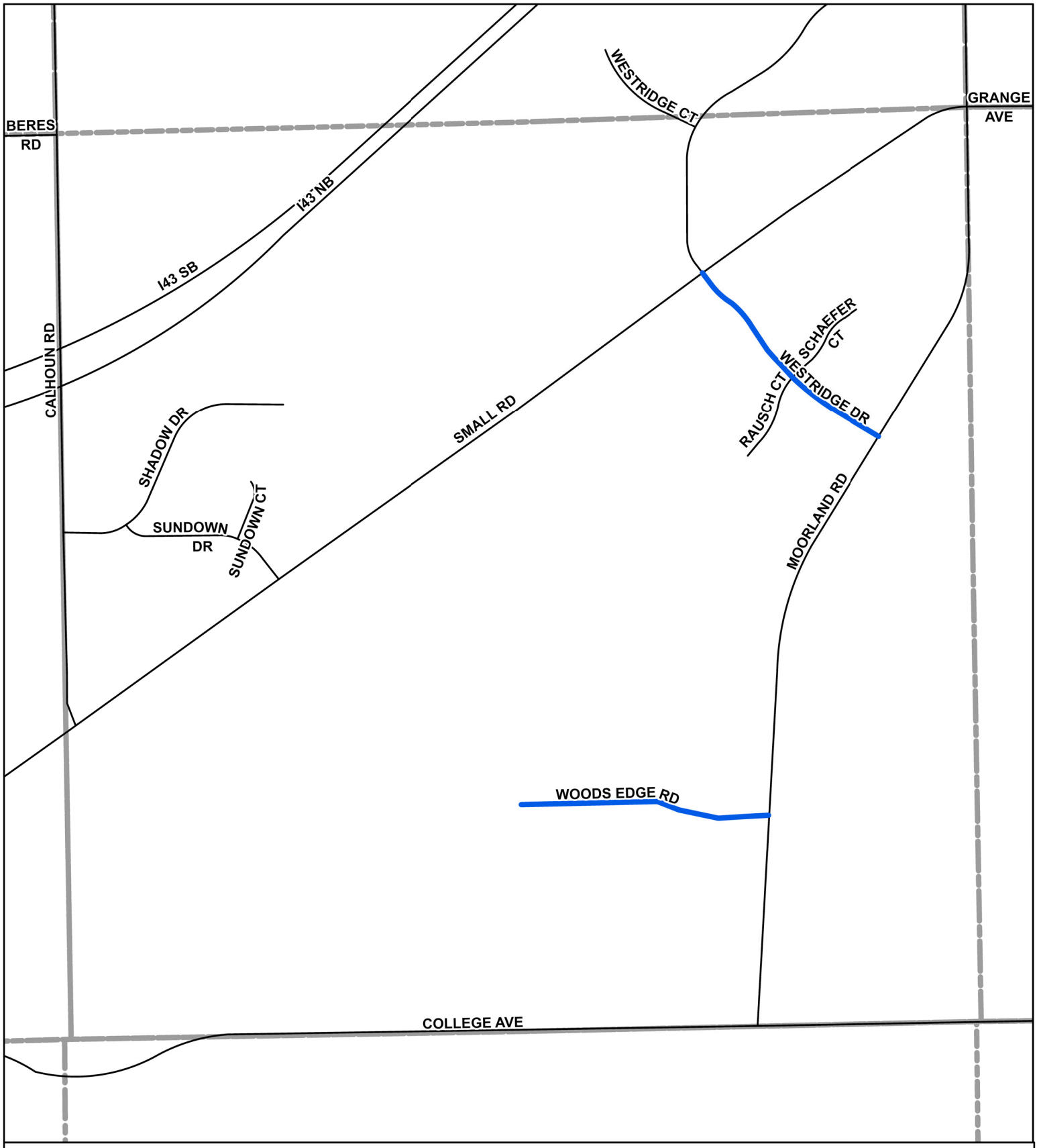

2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 34

City of New Berlin
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Department of Community Development
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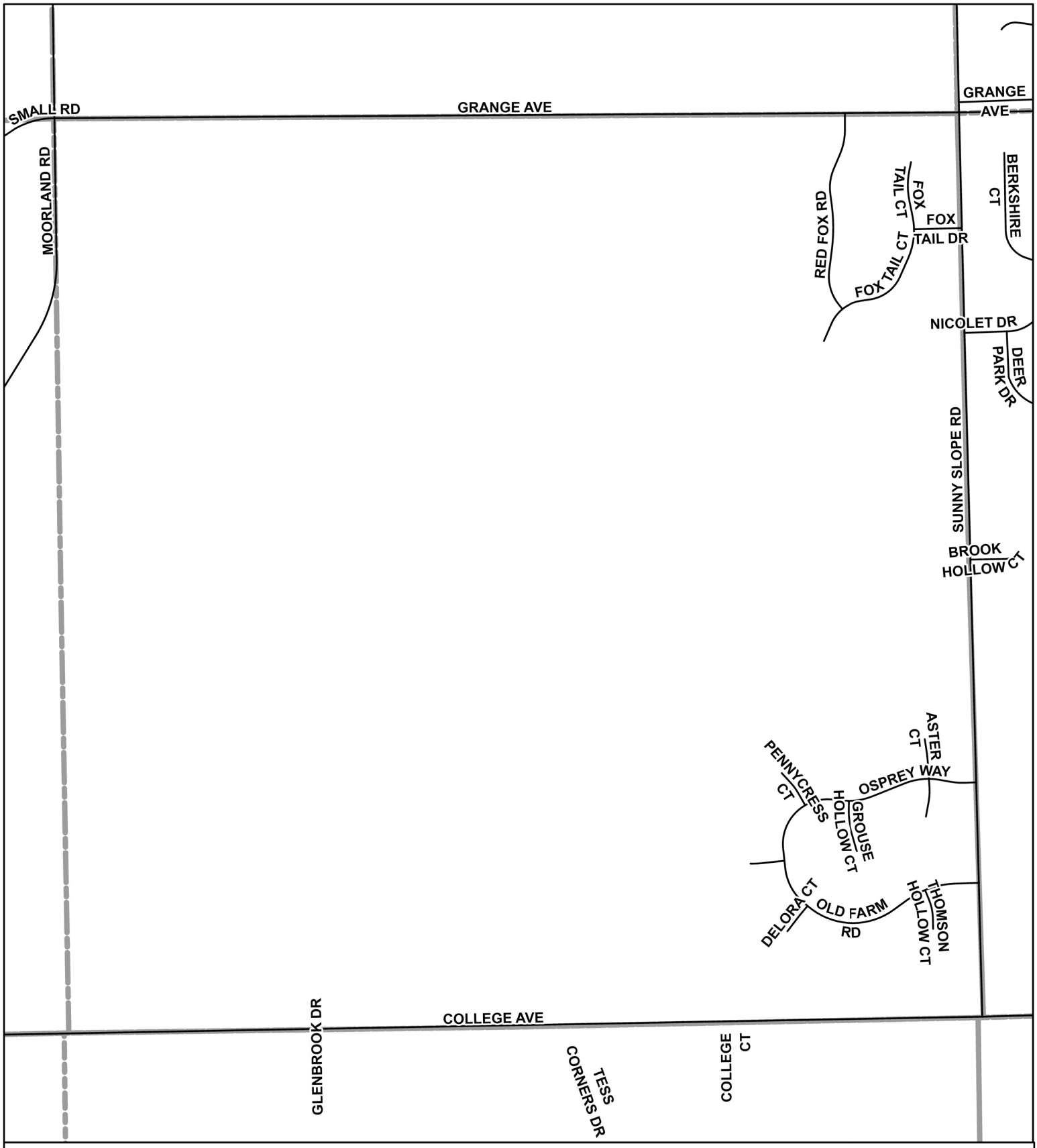
Pavement Segment
Section



2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 35

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Department of Community Development

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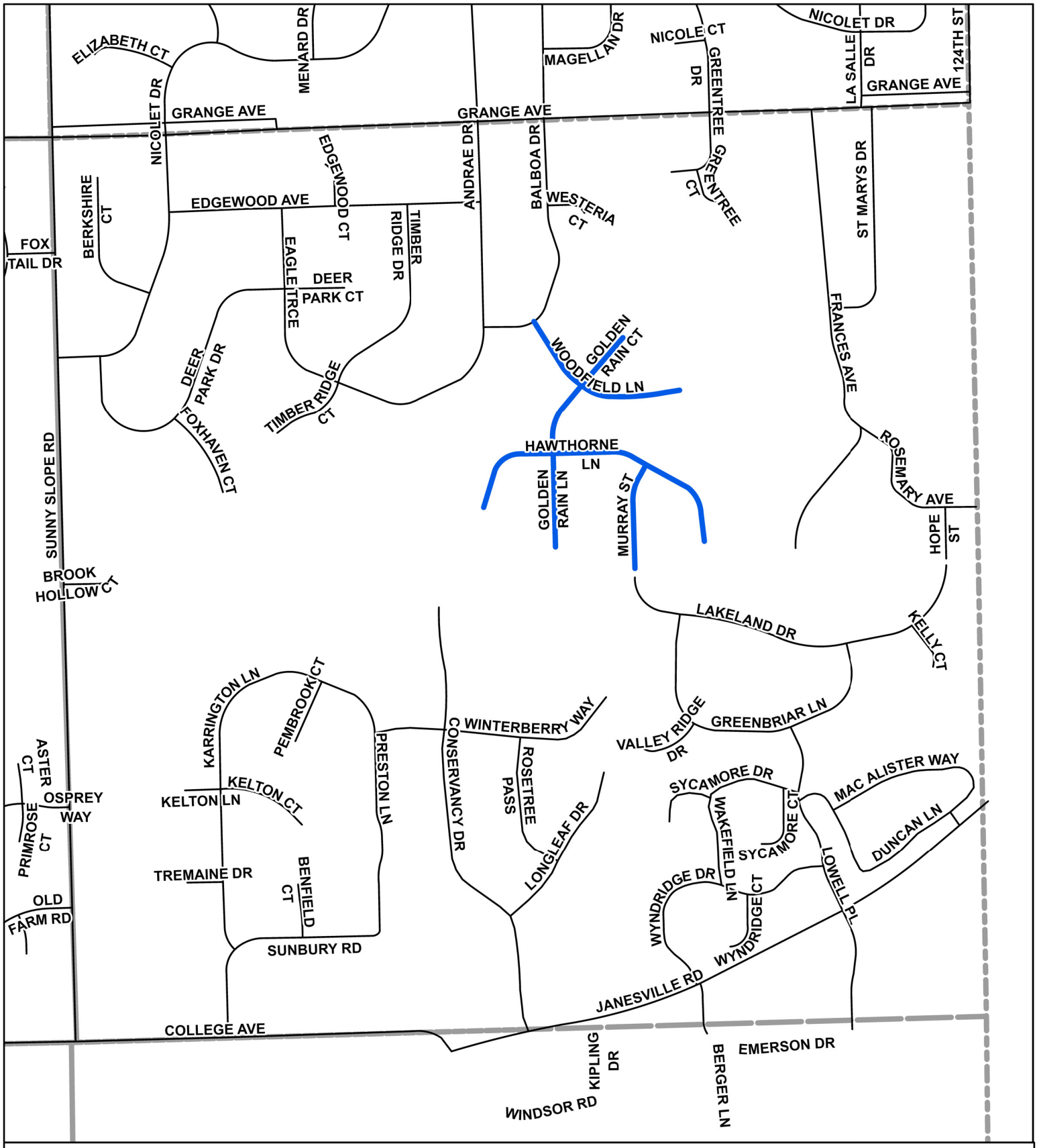
Pavement Segment
Section



2025 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project
Section 36

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Department of Community Development

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Pavement Segment
Section

MOTION SHEET

TO: Common Council
Mayor Ament
Ald. Harenda

FROM: Recreation Commission

DATE: March 25, 2025

RE: March 17, 2025, Recreation Commission items requiring Common Council action

A.	Discussion and possible action to recommend to the Common Council the vendor agreements with Karen Bast to provide Urban Polling programming.
Council Motion:	
	This item was considered at the Recreation Commission meeting on March 17, 2025. It was recommended to the Common Council by a unanimous vote. I do hereby make a motion to recommend to the Common Council the approval of the vendor agreements with Karen Bast to provide Urban Polling programming. By utilizing Karen Bast, we aim to expand our program offerings, accommodate a broader range of activities, and increase community engagement.

B.	Discussion and possible action to recommend to the Common Council the vendor agreements with Maheshwara School of Yoga for Yoga programming.
Council Motion:	
	This item was considered at the Recreation Commission meeting on March 17, 2025. It was recommended to the Common Council by a unanimous vote. I do hereby make a motion to recommend to the Common Council the approval of the vendor agreements with Maheshwara School of Yoga, Inc. to provide yoga programming. This collaboration will complement the programs offered at the New Berlin Activity and Recreation Center (ARC), providing unique fitness and wellness programs.

C.	Discussion and possible action to recommend to the Common Council the vendor agreements with IKI Inc for Virtual Music programming.
Council Motion:	
	This item was considered at the Recreation Commission meeting on March 17, 2025. It was recommended to the Common Council by a unanimous vote. I do hereby make a motion to recommend to the Common Council the approval of the vendor agreements with Craig Coffman of IKI Inc, to provide recreational music lessons.

KAREBAS-01 DKIRK

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Robertson Ryan - Waukesha
20975 Swenson Drive, Suite 175
Waukesha, WI 53186

CONTACT NAME: Dara Kirk
PHONE (A/C, No, Ext): (262) 317-8057 1857 FAX (A/C, No): (262) 717-9436
E-MAIL ADDRESS: dkirk@robertsonryan.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SECURA INSURANCE COMPANIES	22543
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Karen Bast
S73W25955 Hi Lo Dr
Waukesha, WI 53189

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			20-CP-005152676-0	2/7/2025	2/7/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			20-CP-005152676-0	2/7/2025	2/7/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	General Liability			20-CP-005152676-0	2/7/2025	2/7/2026	E&O $2,000,000 Agg	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Karen Bast
S73W25955 HI LO DR
Waukesha, WI 53189

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Kim R Acheson

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City of New Berlin

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REQUESTED ACTION STATEMENT

TO: Recreation Commission

Common Council

Mayor Dave Ament

FROM: Katie Roth, Recreation Manager

RE: Requested Action Statement for the approval of Urban Polling from Karen Bast.

DATE: February 21, 2025

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the vendor agreements with Karen Bast to provide Urban Polling programming.

FISCAL IMPACT: The City will receive 25% of each participant fee.

RATIONALE/BACKGROUND: To ensure the continued success and growth of our recreational fitness and wellness programs, the Recreation Department is actively seeking a strategic partnership with Karen Bast. This collaboration will complement the programs offered at the New Berlin Activity and Recreation Center (ARC), providing unique fitness and wellness programs. By utilizing Karen Bast, we aim to expand our program offerings, accommodate a broader range of activities, and increase community engagement. This partnership will support a sustainable model for the future of recreational fitness and wellness in our community.

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made and entered into this _____ day of _____, 2024 by and between the CITY OF NEW BERLIN, a Wisconsin municipal corporation, with its principal office located at 3805 South Casper Drive, New Berlin, Wisconsin, 53151 (hereinafter referred to as the "City") and KAREN BAST (hereinafter referred to as "Instructor").

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

WHEREAS, Instructor provides fitness and wellness instruction classes; and

WHEREAS, the parties are desirous of establishing the relationship where Instructor provides classes to the City during 2025.

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

1. Instructor holds themselves out as being qualified to provide Urban Poling instructional services. The City does hereby retain the Instructor to perform fitness and wellness class instruction as provided for hereunder.

2. All classes are to be held at the New Berlin Activity and Recreation Center, surrounding parks in the City of New Berlin in a space to be assigned by the City. The specific class schedule shall be established, occurring once per month, by the parties. Instructor agrees to work with the City to develop class offerings and scheduling to be advertised in each New Berlin Activity Guide. A sampling of class offerings is attached to this document, and subject to change seasonally.

3. Instructor agrees to provide City with a rate they would like to collect per participant before seasonal activity guides are finalized. City may then charge participants any amount at or above what Instructor receives. The Instructor agrees all non-residents will be charged at the resident rate and the City keeps the non-resident fees. The Instructor will provide City with an invoice after classes. Payment of services shall follow City Finance Department policies. The Instructor agrees to provide the City with a signed IRS W9 form.

4. City will provide Instructor with a class participant list. City acknowledges if participant has registered for the designated classes before the class has begun, but they are not on the class participant list, then that participant may present a receipt at the class as proof of registration.

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

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

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

8. Instructor accepts liability for damage to participant's equipment that occurs from Instructor's instruction during class. City acknowledges Instructor is only responsible for the area of the building the class is programmed in during the time the class advertised. Instructor will check the building area upon leaving, turn off lights, and restore the room to previous set-up. Instructor is not liable for damage to building after the class has ended and participants have left.

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

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

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

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

CITY:	INSTRUCTOR:
City of New Berlin	**KAREN BAST**
By: _____	By: _____
_____	_____

Urban Pole Walking Workshop

Date: Time:

Urban Poling, also known as Nordic Walking, has many researched benefits:

-Provides full body workout
-Off loads painful joints
-Improves balance
-Improves posture
-Provides a full body workout
-Increases calorie expenditure

Karen Bast works at a Neuropath Wellness Clinic in New Berlin, WI and will be the speaker on Urban Pole Walking. Karen is a certified Urban Pole Instructor. She also has 20+ years of experience as a Personal Trainer (certified through NASM-CPT, National Academy Sport Medicine). Karen is specialized in working with clients with Parkinsons and also with Older Adults. Karen also is a certified Rock Steady Boxing coach which is a program for people with Parkinsons. Karen is very passionate about working with her clients to help slow down the progression of Parkinsons. She also wants to help her clients be able to continue to perform the activities they enjoy and to also master the basic functional movements to improve overall strength, balance and endurance. When Karen is not training or teaching RSB she loves spending time with family and also being outdoors; hiking with her Urban Poles or kayaking.

Will provide an in-person session describing Urban Poling as well as instructional classes that will take place at the ARC and at surround parks.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Simply Business 53 State Street 19th Floor Boston, MA 02109	**CONTACT NAME:**	Simply Business
		PHONE (A/C, No, Ext):	(844) 654-7272 **FAX (A/C, No):**
		E-MAIL ADDRESS:	contactus@simplybusiness.com
		INSURER(S) AFFORDING COVERAGE	**NAIC #**
		INSURER A : RLI	13056
INSURED	Maheshwara School Of Yoga N21W22139 Glenwood Ln Waukesha, Wisconsin 53186	**INSURER B :**	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**	X		RLI3894374XB	03/02/2025	03/02/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED?	N / A					E.L. EACH ACCIDENT	
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
	PROFESSIONAL LIABILITY						EACH CLAIM	
							AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BUSINESS PERSONAL PROPERTY: $5,408
Certificate holder is included as an additional insured on the General Liability policy per written contract.

CERTIFICATE HOLDER

City of New Berlin Recreation Division,
15321 W National Ave,
New Berlin, WI 53151

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SERVICES AGREEMENT

This Services Agreement ("Agreement") is made and entered into this _____ day of _____, 2024 by and between the CITY OF NEW BERLIN, a Wisconsin municipal corporation, with its principal office located at 3805 South Casper Drive, New Berlin, Wisconsin, 53151 (hereinafter referred to as the "City") and MAHESHWARA SCHOOL OF YOGA, INC., a Wisconsin non-stock corporation, with its principal office located at N21W222139 Glenwood Lane, Waukesha, Wisconsin 53186 (hereinafter referred to as "Instructor").

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

WHEREAS, Instructor provides Yoga instruction classes; and

WHEREAS, the parties are desirous of establishing the relationship where Instructor provides classes to the City during 2025.

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

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

2. All classes are to be held at the New Berlin Activity and Recreation Center in the City of New Berlin in a space to be assigned by the City. The specific class schedule shall be established, occurring once per month, by the parties. Instructor agrees to work with the City to develop class offerings and scheduling to be advertised in each New Berlin Activity Guide. A sampling of class offerings is attached to this document, and subject to change seasonally.

3. Instructor agrees to provide City with a rate it would like to collect per participant before seasonal activity guides are finalized. City may then charge participants any amount at or above what Instructor receives. The Instructor agrees all non-residents will be charged at the resident rate and the City retains the non-resident fees. The Instructor will provide City with an invoice after classes. Payment of services shall follow City Finance Department policies. The Instructor agrees to provide the City with a signed IRS W9 form.

4. City will provide Instructor with a class participant list. City acknowledges, if a participant has registered for the designated classes before the class has begun, but they are not on the class participant list, then that participant may present a receipt at the class as proof of registration.

5. That Instructor agrees to carry comprehensive general liability insurance with limits of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, which insurance

coverage shall provide that the City is named as an Additional Insured on a primary and non-contributory basis.

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

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

8. Instructor accepts liability for damage to participant's equipment that occurs from Instructor's instruction during class. City acknowledges Instructor is only responsible for the area of the building that the class is programmed in, during the time of the class advertised. Instructor will check the building area upon leaving, turn off lights, and restore the room to previous set-up. Instructor is not liable for damage to building after the class has ended and participants have left.

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

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

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

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

CITY:	INSTRUCTOR:
City of New Berlin	**MAHESHWARA SCHOOL OF YOGA**
By: _____	By: _____
_____	_____

Classical Hatha Yoga Teacher: Mahesh Narayanaswamy

I am passionate about yoga as a tool for inner wellbeing and exploration of other aspects of ourselves. I have been practicing Isha Yoga for the past 12 years and was fortunate enough to attend the 21 week teacher training program at the Isha Hatha School of Yoga in Coimbatore, India in 2022. These powerful tools have helped me in my life and I am honored to share these methods with you.

Before going through yoga teacher training, I was working as an electrical design engineer for over 18 years in the medical industry. Now, I have transitioned from an Outer Engineer to an Inner Engineer!

On a personal note, I'm married to my wonderful wife Cyenthia and we have an 11 year old dog, Pepper. I love playing sports, mostly tennis and Ultimate Frisbee and will try just about any sport. My interests are varied, I enjoy being in nature as much as possible, and also enjoy hands-on work like engineering and home projects.

City of New Berlin

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REQUESTED ACTION STATEMENT

TO: Recreation Commission

Common Council

Mayor Dave Ament

FROM: Katie Roth, Recreation Manager

RE: Requested Action Statement for the approval of yoga programing from Maheshwara School of Yoga, Inc..

DATE: February 21, 2025

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the vendor agreements with Maheshwara School of Yoga, Inc. to provide yoga programming.

FISCAL IMPACT: The City will receive 25% of each participant fee.

RATIONALE/BACKGROUND: To ensure the continued success and growth of our recreational fitness and wellness programs, the Recreation Department is actively seeking a strategic partnership with Maheshwara School of Yoga, Inc. This collaboration will complement the programs offered at the New Berlin Activity and Recreation Center (ARC), providing unique fitness and wellness programs. By utilizing Maheshwara School of Yoga, Inc., we aim to expand our program offerings, accommodate a broader range of activities, and increase community engagement. This partnership will support a sustainable model for the future of recreational fitness and wellness in our community.

City of New Berlin

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REQUESTED ACTION STATEMENT

TO: Recreation Commission

Common Council

Mayor Dave Ament

FROM: Katie Roth, Recreation Manager
TJ Watkins, Recreation Specialist

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

DATE: January 30, 2025

REQUESTED ACTION: Requested Action Statement for the recommendation of approval to the Common Council of the vendor agreements with, Craig Coffman of IKI Inc, to provide recreation music lessons.

FISCAL IMPACT: The City will receive $12.25 per participant upon completion of each session, or 25% of each participant fee.

RATIONALE/BACKGROUND: To ensure ongoing recreational enrichment programs, the Recreation Department is seeking to collaborate with Craig Coffman. The Recreation Department is looking to grow youth and adult enrichment and Craig's Music classes would be a great addition.

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made and entered into this _____ day of _____, 2025 by and between the CITY OF NEW BERLIN, a Wisconsin municipal corporation, with its principal office located at 3805 South Casper Drive, New Berlin, Wisconsin, 53151 (hereinafter referred to as the "City") and IKI Inc (hereinafter referred to as "Instructor").

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

WHEREAS, Instructor provides music programs and seminars; and

WHEREAS, the parties are desirous of establishing the relationship where Instructor provides classes to the City during 2025.

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

1. Instructor holds himself out as being qualified to provide musical instructional seminars. The City does hereby retain the Instructor to perform musical instruction as provided for hereunder.

2. Instructor agrees to provide City with a rate they would like to collect per participant before seasonal activity guides are finalized. City may then charge participants any amount at or above what Instructor receives. The Instructor agrees all non-residents will be charged at the resident rate and the City keeps the non-resident fees. The Instructor will provide City with an invoice after classes. Payment of services shall follow City Finance Department policies. The Instructor agrees to provide the City with a signed IRS W9 form.

3. City will provide Instructor with a class participant list. City acknowledges if participant has registered for the designated music class before the class has begun, but they are not on the class participant list, then that participant may present a receipt at the class as proof of registration.

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

5. Instructor acknowledges that neither they, nor their employees, are employees of the City for purposes of income tax retirement system or social security withholding.

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

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

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

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

CITY:	INSTRUCTOR:
City of New Berlin	**IKI Inc**
By: _____	By: _____
_____	_____

Instant Piano for Hopelessly Busy People
In just a few hours, you can learn enough secrets of the trade to give you years of musical enjoyment. Learn to play piano the way professionals do-using chords. The chord method is LOTS of fun and dramatically easier to learn than reading notes. Fee includes the online book, online follow up lessons, a recording of the class and also an optional periodic question and answer session. Class is held online using zoom and is partly hands on instruction and partly lecture demonstration. Ages 13+

Instant Guitar for Hopelessly Busy People
In just a few hours you can learn enough about playing the guitar to give you years of musical enjoyment, and you won't have to take private lessons to do it. This crash course will teach you some basic chords and get you playing along with your favorite songs right away. Fee includes the online book, online follow up lessons, a recording of the class and also an optional periodic question and answer session. Class is held online using zoom and is partly hands on instruction and partly lecture/demonstration.
For ages 13+.

MOTION SHEET

TO: Common Council
Mayor Ament

FROM: Safety Commission

DATE: March 25, 2025

RE: March 12, 2025, Safety Commission items requiring Common Council action

A.	Consideration of the adoption of Ordinance No. 2704, amending Section 261-4 of the Municipal Code of the City of New Berlin, relating to restrictions on parking within the City Right-of-Way as recommended by the RAS. The proposed amendment would restrict parking on Library Lane from Wall Street to the south on the west side, as well as between the crosswalks at the intersection of Library Lane and Wall Street.
Council Motion:	
	This item was considered at the Safety Commission on March 12, 2025. It was recommended to the Common Council by a unanimous vote. I do hereby make a motion to recommend to the Common Council the adoption of Ordinance No. 2704, amending Section 261-4 of the Municipal Code relating to restricting parking within the City Right-of-Way as recommended by the RAS.

STAFF REPORT
EXECUTIVE SUMMARY

APPLICANT: **City of New Berlin**

PROJECT: **Library Lane Parking Restriction**

LOCATION: **Library Lane from the Wall Street intersection to the south along the west side and between the crosswalks in the intersection of Library Lane and Wall Street.**

REQUEST: **Discussion and Possible Recommendation to Adopt an Ordinance to Restrict parking on Library Lane from Wall Street to the south on the west side and between the cross walks in the intersection of Library Lane and Wall Street.**

D.C.D. RECOMMENDATION: **Recommend to the Common Council to Adopt an Ordinance to Restrict parking on Library Lane from Wall Street to the south on the west side and between the cross walks in the intersection of Library Lane and Wall Street.**

1. Residents in the Library Lofts Condominiums have raised concern about the vision triangle being blocked by vehicles parked on the west side of Library Lane from Wall Street south to the dead end of Library Lane. They were also concerned about vehicles parking on and between the crosswalks in the intersection of Library Lane and Wall Street.
2. A request for “No Parking” signs on Library Lane as described above was brought before the Safety Commission on March 12, 2025. The motion by the Safety Commission was to have the Engineering Department draft an exhibit and an Ordinance to bring to the Committee of the Whole to restrict parking on the west side of Library Lane from Wall Street south and between the crosswalks in the intersection of Library Lane and Wall Street. The motion passed unanimously.
3. The functional classification of Library Lane and Wall Street is a local road. There is a hill and dense vegetation that also blocks the view to the west, along with regularly parked vehicles creating a safety concern for pedestrians and motorists.
4. With the addition of the Activity and Recreation Center and the existing Library, there has been an increase in pedestrian, bicycle and vehicular traffic utilizing this intersection.

STAFF REPORT
EXECUTIVE SUMMARY

APPLICANT: **City of New Berlin**

PROJECT: **Library Lane Parking Restriction**

LOCATION: **Library Lane from the Wall Street intersection to the south along the west side and between the crosswalks in the intersection of Library Lane and Wall Street.**

REQUEST: **Discussion and Possible Recommendation to Adopt an Ordinance to Restrict parking on Library Lane from Wall Street to the south on the west side and between the cross walks in the intersection of Library Lane and Wall Street.**

D.C.D. RECOMMENDATION: **Recommend to the Common Council to Adopt an Ordinance to Restrict parking on Library Lane from Wall Street to the south on the west side and between the cross walks in the intersection of Library Lane and Wall Street.**

1. Residents in the Library Lofts Condominiums have raised concern about the vision triangle being blocked by vehicles parked on the west side of Library Lane from Wall Street south to the dead end of Library Lane. They were also concerned about vehicles parking on and between the crosswalks in the intersection of Library Lane and Wall Street.
2. A request for “No Parking” signs on Library Lane as described above was brought before the Safety Commission on March 12, 2025. The motion by the Safety Commission was to have the Engineering Department draft an exhibit and an Ordinance to bring to the Committee of the Whole to restrict parking on the west side of Library Lane from Wall Street south and between the crosswalks in the intersection of Library Lane and Wall Street. The motion passed unanimously.
3. The functional classification of Library Lane and Wall Street is a local road. There is a hill and dense vegetation that also blocks the view to the west, along with regularly parked vehicles creating a safety concern for pedestrians and motorists.
4. With the addition of the Activity and Recreation Center and the existing Library, there has been an increase in pedestrian, bicycle and vehicular traffic utilizing this intersection.

Safety Commission Item 25-4: Library Ln “No Parking” Sign Request

STATE OF WISCONSIN CITY OF NEW BERLIN WAUKESHA COUNTY

ORDINANCE NO. 2704

ORDINANCE TO AMEND SECTION 261-4 OF THE MUNICIPAL CODE OF THE CITY OF NEW BERLIN REGARDING RESTRICTIONS ON PARKING ON CITY RIGHT OF WAY

The Common Council of the City of New Berlin do ordain as follows:

Section 261-4, the Municipal Code of the City of New Berlin is hereby amended to read as follows:

SECTION I

Section 261-4, shall be amended to add a section K. to read as follows:

K. Prohibited parking on Library Lane. The parking of motor vehicles shall be prohibited on Library Lane south of Wall Street on the west side and between the crosswalks in the intersection of Library Lane and Wall Street.

SECTION II

All Ordinances or parts of Ordinances contravening the terms and conditions of this Ordinance are hereby to that extent repealed.

SECTION III

The several sections of this Ordinance shall be considered severable. If any section shall be considered by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the other portions of the Ordinance.

SECTION IV

This Ordinance shall take effect upon passage and publication as approved by law, and the City Clerk shall so amend the Code of Ordinances of the City of New Berlin, and shall indicate the date and number of this amending ordinance therein.

PASSED AND ADOPTED by the Common Council this 25th day of March 2025

APPROVED:

_____

David Ament, Mayor

Countersigned:

_____

Rubina Medina, City Clerk

City of New Berlin

city living with a touch of country

DATE: March 24, 2025

TO: Rubina Medina
City Clerk

FR: Mayor Dave Ament

RE: Mayoral Appointments for the March 25, 2024 Common Council Mtg

Board of Appeals — **Expiration Date**

John Goetter — 4/30/2028
1512 S Clover Knoll Pl
New Berlin WI 53151
414-412-1290
jlmlgoetter@gmail.com
(Reappointment)
(Current term expires 4/30/25)

For Office Purposes Only						
TT	Eml	Web	Provox	Ltr	Ethcs	HB

Scott Schulpius — 4/30/2028
16840 W Beloit Rd
New Berlin WI 53151
sschulpius@aol.com
262-613-5021
(Reappointment)
(Current term expires 4/30/25)

For Office Purposes Only						
TT	Eml	Web	Provox	Ltr	Ethcs	HB

James Klappa — 4/30/2028
14713 W Hickory Hills Dr
New Berlin WI 53151
414-510-1160
jimklappa67@gmail.com
(Reappointment)
(Current term expires 4/30/25)

For Office Purposes Only						
TT	Eml	Web	Provox	Ltr	Ethcs	HB

Police & Fire Commission
Michael O'Donnell
13875 W Deer Park Drive
New Berlin WI 53151
262-420-7670
modonnell2192@gmail.com
(Reappointment)
(Current term expires 4/30/25)

Expiration Date
4/30/2030

For Office Purposes Only						
TT	Eml	Web	Provox	Ltr	Ethcs	HB

Safety Commission
Mary English
13505 W Linfield Drive
New Berlin WI 53151
262-391-9209
maryenglish19@yahoo.com
(Reappointment)
(Current term expires 4/30/25)

Expiration Date
4/30/2027

For Office Purposes Only						
TT	Eml	Web	Provox	Ltr	Ethcs	HB

Mitchell Lataille
4030 S Camrose Avenue
New Berlin WI 53151
262-510-8569
mitch6769@gmail.com
(Reappointment)
(Current term expires 4/30/25)

4/30/2027

For Office Purposes Only						
TT	Eml	Web	Provox	Ltr	Ethcs	HB

City of New Berlin
city living with a touch of country

Office of the City Clerk

3805 S. Casper Drive ▪ New Berlin, Wisconsin 53151
(262) 786-8610 ▪ www.NewBerlinWI.gov

DATE: March 24, 2025

TO: City Council

FR: Rubina R. Medina, City Clerk

RE: City Clerk Appointments for the March 25, 2024, Common Council Meeting

Board of Canvassers – Alternate	**Expiration Date**
Ty Foren 13890 Jennifer Court New Berlin WI 53151 262-327-6453 Tyforen@gmail.com (New Appointment)	12/31/2025

For Office Purposes Only						
TT	Eml	Web	Provox	Ltr	Ethcs	HB