



City of Lake Geneva, 626 Geneva St, Lake Geneva, WI 53147- 262.248.3673- www.cityoflakegeneva.gov

CITY OF LAKE GENEVA REGULAR COMMON COUNCIL
MONDAY, MAY 8, 2023 - 6:00 PM
LAKE GENEVA CITY HALL; COUNCIL CHAMBERS (MAIN LEVEL)

Members:

Mayor Charlene Klein, Council President, Mary Jo Fesenmaier, Council Vice President, Cindy Yager, Alderpersons: Tim Dunn, Peg Esposito, Linda Frame, Ken Howell, Shari Straube, and Joan Yunker

CITY HALL WILL BE OPEN TO THE PUBLIC DURING ALL MEETINGS. THE CITY OF LAKE GENEVA IS HOLDING ALL MEETINGS VIRTUALLY AS WELL AS IN PERSON. IF YOU WISH TO LISTEN OR WATCH THE MEETING YOU MAY DO SO BY USING THE FOLLOWING:

1. Links to the City of Lake Geneva's live video stream can be found at <https://cityoflakegeneva.gov/319/City-Meetings-Video-Stream>
2. Television: Watch live broadcast of the meeting on Spectrum Cable Channel 25
3. Listen to audio via phone: (602) 333-2017 (Long distance rates may apply) (888) 204-5987 (Toll Free)
Access Code: 9746153

AGENDA

1. Mayor Klein call the meeting to order
2. Pledge of Allegiance – Alderperson Frame
3. Roll Call
4. Awards, Presentations, Proclamations, and Announcements
 - a. American Legion Auxiliary Poppy Month Proclamation
5. Re-consider business from previous meeting
6. Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda, except for public hearing items. Comments will be limited to 5 minutes
7. Acknowledgement of Correspondence
8. Approve the Regular Council Minutes of April 24, 2023 as prepared and distributed
9. **CONSENT AGENDA**– Any item listed on the consent agenda may be removed at the request of any member of the Council. The request requires no second, is not discussed, and is not voted upon.
 - a. Temporary Class "B"/ "Class B" Retailer's License filed by Never Say Never Playground for the event of Lake Geneva Wine Walk to take place on May 21, 2023 for the event of Wine Walk to take place in various downtown businesses

- b. Temporary Operator License Applications filed by Elizabeth Berhinig, William Briggs, Angela Carlson, Diane Cohen, Kym Davidson, Karlee Fowler, Elizabeth Huml, Diane Leedle, Nicholette Marsicano, David McConnell, Alissa Novak, Sharon Smith, Kimberly Steiner, Emily Syring, and Roger Wolff for the event of Wine Walk to take place on May 21, 2023 at various downtown locations
- c. Tier I Event Permit Application filed by the Badger High School Student Council for the event of Badger Homecoming Parade to take place on Friday, October 13, 2023 in Downtown Lake Geneva
- d. Massage Establishment License Application filed by Healing Reiki-Works to be used at 100 E Main St
- e. Agent Change filed by Maya Geneva Inc d/b/a Maya Geneva to Amanda Marie Jones

10. Items removed from the Consent Agenda

11. Public Hearing regarding the 2023 Sidewalk Special Assessments

- 12. Discussion/Action regarding **Resolution 23-R29** a resolution authorizing and levying special assessments against benefited property in the City of Lake Geneva for the improvement of sidewalk improvements as part of the 2023 Street Improvement Project
- 13. Discussion/Action regarding awarding the 1070 Carey Street Reroof Project to Carlson Racine Roofing & Sheet Metal Inc in an amount not to exceed \$105,962.00
- 14. Discussion/Action regarding awarding the 2023 Street Improvement Project Bid to Wolf Paving Co, Inc in an amount not to exceed \$750,000.00
- 15. Discussion/Action regarding approval of the Pioneer Cemetery Walks for September 9, 2023 & September 10, 2023 and the Oak Hill Cemetery Walks for October 7, 2023 & October 14, 2023
- 16. Discussion/Action regarding the pre-paid and regular check reports dated May 2, 2023
- 17. Discussion/Action regarding **Resolution 23-R30** a resolution requesting Legislative Action to change the allocation of Reserve “Class B” Liquor Licenses within the State of Wisconsin
- 18. Discussion/Action to return the parking ticket price to \$20 plus late fees (*Agenda Item Request by Ald. Yager and Ald. Straube; continued from the April 24, 2023 Common Council meeting*)

19. Adjournment

Requests from persons with disabilities, who need assistance to participate in this meeting or hearing, should be made to the City Clerk's office in advance so the appropriate accommodations can be made.

CITY OF LAKE GENEVA

Proclamation

WHEREAS, America is the land of freedom, preserved and protected willingly and freely, by the men and women of the Armed Forces; and

WHEREAS, millions who have answered the call to arms have died on the field of battle; and

WHEREAS, a nation must be reminded of the price of war and the debt owed to those who have died in war; and

WHEREAS, the red crepe paper poppy has been designated as a symbol of the sacrifice of lives in all wars; and

WHEREAS, the American Legion Auxiliary has pledged to remind citizens annually of this debt through the distribution of this memorial flower;

NOW, THEREFORE, I, Charlene Klein, Mayor of the City of Lake Geneva, Walworth County, State of Wisconsin, do hereby proclaim the month of May 2023 as

AMERICAN LEGION AUXILIARY POPPY MONTH

in the City of Lake Geneva, and I commend this observance to all of our citizens.

In Witness Whereof, I have hereunto set my hand and caused to be affixed the official seal of the City of Lake Geneva, Walworth County, State of Wisconsin, this 8th day of May, 2023.

Proclaimed and adopted this 8th Day of May, 2023

Charlene Klein, Mayor

ATTEST:

Lana Kropf, City Clerk



CITY OF LAKE GENEVA REGULAR COMMON COUNCIL MINUTES
MONDAY, APRIL 24, 2023 - 6:00 PM
LAKE GENEVA CITY HALL; COUNCIL CHAMBERS (MAIN LEVEL)

Members: Mayor Charlene Klein, Council President, Mary Jo Fesenmaier, Council Vice President, Cindy Yager, Alderpersons: Tim Dunn, Peg Esposito, Linda Frame, Ken Howell, Shari Straube, and Joan Yunker

Mayor Klein call the meeting to order
Mayor Klein called the meeting to order at 6:00 p.m.

Pledge of Allegiance – Alderperson Straube
Alderperson Straube led the Council in the Pledge of Allegiance.

Roll Call
Present: Dunn, Esposito, Fesenmaier, Frame, Howell, Straube, Yager, and Yunker
Absent: None

Awards, Presentations, Proclamations, and Announcements
None

Re-consider business from previous meeting
None

First Reading of **Ordinance 23-03** an ordinance amending Section 39-1, Creation of Impact Fee, Section 39-3, Definitions, Section 39-4, Applicability of Impact Fee, Section 39-5, Impact Fee, Section 39-6, Payment of Fee, Section 39-7, Segregation and Use, and Section 39-8, Refund of fees paid, all of Chapter 39: Impact Fees of Municipal Code of the City of Lake Geneva, Wisconsin concerning the imposition and revision of impact fees
Motion by Howell to suspend the rules and waive to second reading, second by Yunker. No discussion. Motion carried 8-0.

Attorney Draper noted that the ordinance wasn't in possession of the City prior to the public hearing and it would need to be available for public inspection 30 days prior to the public hearing.

Motion by Howell to delay the first reading of the ordinance until June 12, second by Yunker. Fesenmaier questioned what would happen to the public hearing portion of the ordinance amendment. Attorney Draper stated that there would be a public hearing for the new date as well.

Motion to delay carried 8-0.

Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda, except for public hearing items. Comments will be limited to 5 minutes

RJ Morgan; Spoke in opposition of the current parking ticket rate.

Beverly Leonard; 1504 Dodge St; Spoke in opposition of the current parking ticket rate.

Roger Wolff; 771 W Main St; Spoke in opposition of the current parking ticket rate.

Sherri Ames; 603 Center St; Spoke in opposition of the lack of District #2 representation as shown in the Re-Org minutes. She further added her opposition to the current parking ticket rate.

Allastair Cumming; W3432 MacDonald Rd; Spoke in opposition to the current parking ticket rate.

Butch Nosek; 883 Main St; Spoke in opposition to the current parking ticket rate.

Andrea Christian; 250 Havenwood Dr; Spoke in opposition of the current parking ticket rate.

Jeanine Osborn; Harborshores Hotel; Read a letter aloud from CEO Tammie Carstensen, speaking in opposition to the current parking ticket rate.

Bruce Bennett; 384 S Stone Ridge Dr; Spoke in opposition of the current parking ticket rate and spoke in opposition of the members of the Parking Ad Hoc Committee.

Alex Binanti; Executive Director of the BID; Spoke on behalf of the Downtown Business Improvement District and spoke in opposition to the current parking ticket rate.

Spyro Condos; 100 Broad St; Spoke on behalf of the Downtown Business Improvement District and spoke in

opposition to the current parking ticket rate.

Sean Payne; 121 Sumner; Spoke in opposition to the current parking ticket rate.

Leann Sanders; 235 Broad St; Spoke in opposition to the current parking ticket rate.

Sarah McConnell; 21 Lakeview Dr; Spoke in opposition to the current parking ticket rate.

Bill Huntress; 1015 Pleasant St; Spoke in regards to the hourly parking fee and parking ticket fee. He also spoke in regards to the impact fees.

Acknowledgement of Correspondence

Clerk Kropf announced that correspondence was received of Tammie Carstensen, Thomas George, and Terence Pisano speaking in opposition of the current parking ticket fine.

All items of correspondence were distributed to the Council.

Approve the Regular Council Minutes of April 10, 2023 and the Council Re-Organizational Minutes of April 18, 2023 as prepared and distributed

Motion by Howell to approve the minutes as presented, second by Straube. Frame noted that the minutes of April 18th Council Re-Org meeting were missing some pertinent information. She noted that when the Mayor was questioned about reconfiguring the standing committee assignments, no answer was given by the Mayor and the minutes do not reflect that.

Motion to amend by Frame that the minutes of the Re-Org meeting be amended regarding the answer of the Mayor for the appointment of the standing committees, second by Fesenmaier. Motion failed on a roll call vote 3-5, with Esposito, Howell, Straube, Yager, and Dunn voting no.

Original motion carried 8-0.

CONSENT AGENDA– Any item listed on the consent agenda may be removed at the request of any member of the Council. The request requires no second, is not discussed, and is not voted upon.

An Agent Change application for D & D Restaurant Group Inc d/b/a Flat Iron Tap, to Robert Lopez

Resolution 23-R09 a resolution approving the assigned fund balance for the Fire Dues account as of 12/31/22

Resolution 23-R10 a resolution approving the assigned fund balances for the Fire Department accounts as of 12/31/22

Resolution 23-R11 a resolution approving the assigned fund balance for the First Responders donations account as of 12/31/22

Resolution 23-R12 approving the assigned fund balances for the Police Department accounts as of 12/31/22

Resolution 23-R13 approving the assigned fund balance for the Avian Committee donations account as of 12/31/22

Resolution 23-R14 approving the assigned fund balance for the Historic Preservation Committee donations account as of 12/31/22

Resolution 23-R15 a resolution adopting 2022 transfers from the Lakefront Special Revenue Fund and the Parking Special Revenue Fund to the General Fund

Resolution 23-R18 a resolution authorizing carryover of General Fund and Lakefront Fund budget amounts from 2022 to 2023

Resolution 23-R19 a resolution authorizing carryover of Capital Projects and Equipment Replacement Funds budgets from 2022 to 2023

Resolution 23-R20 a resolution adopting a 2022 year-end budget amendment authorizing the re-allocation of funds in the 2022 budgets for certain revenues and expenditures exceeding their 2022 budgets

Resolution 23-R21 a resolution approving the assigned fund balance for the Parks Committee donations account as of 12/31/22

Motion by Yunker to approve the consent agenda, second by Straube. No discussion. Motion carried 8-0

Items removed from the Consent Agenda

None

Public Hearing for the Proposed Impact Fees and Ordinance 23-03

Public Hearing for Ordinance 23-03 was delayed until June 12, 2023; after the notice for the public hearing is properly noticed.

Motion by Fesenmaier to continue the public hearing, second by Dunn. No discussion. Motion carried 8-0

Second Reading of Ordinance 23-02 an ordinance amending Chapter 98, City of Lake Geneva Zoning Ordinance, Article 2, Lane Use Regulations, Section 98-203(1)-(9) Table of Land Uses, adding a column for "Extraction/Disposal", and Section 98-905 subsection (5) review, Public Hearing, and Recommendation by the Plan Commission, Sub-Subsection (d) removing a reference to Sub-Subsection (b), all of the Municipal Code of the City of Lake Geneva, Wisconsin

Motion by Howell to approve, second by Yager. No discussion. Motion carried 8-0.

Discussion/Action regarding Pay Request #1 filed by Asphalt Contractors INC, via MSA Professional Services, INC, for the 2023 Marianne Terrace and Pine Tree Lane Improvements in an amount not to exceed \$39,968.84
Motion by Fesenmaier to refer this agenda item to the Finance, Licensing, and Regulation Committee committee for May 2, 2023, second by Frame. Fesenmaier stated that the City ordinance dictates that the Finance Committee shall meet to make recommendations. Attorney Draper explained that the Finance, Licensing, and Regulation Committee is a recommending body and that the Common Council has the final authority to approve or deny a payment.

Utility Director Gajewski addressed the Council regarding the payment request and the shared cost of the project with the Utility Commission.

Council discussion included the need to have committee meetings to have the work done before the Council.

Motion to refer to the Finance, Licensing, and Regulation Committee failed on a roll call vote 4-5, with Howell, Straube, Yunker, and Dunn voting no; Mayor Klein voted no to break the tie.

Motion by Yunker to approve, second by Straube. No discussion. Motion carried on a roll call vote 5-4, with Frame, Yager, Esposito, and Fesenmaier voting no; Mayor Klein voted yes to break the tie.

Recommendation of the Finance, Licensing, and Regulation Committee- Ald. Howell

Discussion/Action regarding an Original Class "B" Fermented Malt Beverage and Class "C" Wine application filed by Lake Geneva Billiard Club d/b/a Lake Geneva Billiard Club, 772 W Main St, Kurt Jennison, Agent

Motion by Howell to approve, second by Straube. No discussion. Motion carried 8-0.

Discussion/Action regarding a proposed engineering study by Kapur for a parking lot on the east side of the library, not to exceed \$5,000

Motion by Howell to approve, second by Yunker. No discussion. Motion carried on a roll call vote 5-3, with Esposito, Fesenmaier, and Frame voting no.

Discussion/Action regarding the purchase of body cams and software for the Parking Enforcement Department in an amount not to exceed \$15,266.02

Motion by Howell to approve, second by Yunker. Finance Director Pisarcik stated that the majority of the funding would come from grant money. Frame stated that the fire department should be getting cameras too and questioned why the parking enforcement team needed them.

The Council asked the Parking Manager to address the questions asked. Parking Manager Elder noted that the additional body cams were approved by the Police & Fire Commission and would be deployed in conjunction with the Police Department. Motion carried on a roll vote 6-2; with Fesenmaier and Frame voting no.

Discussion/Action regarding Task Order #28 for Kapur Engineering for work to be completed at Riviera Beach in an amount not to exceed \$19,750.00

Motion by Howell to approve, second by Yunker. No discussion. Motion carried on a roll call vote 8-0.

Discussion/Acceptance of the Pre-Paid and Regular Payment Reports approved by the Finance, Licensing, and Regulation Committee on April 18, 2023

Motion by Howell to accept, second by Yunker. No discussion. Motion carried 8-0.

Recommendation of the Plan Commission- Ald. Fesenmaier

Discussion/Action regarding **Resolution 23-R26** a resolution authorizing the issuance of a Conditional Use Permit to Robin Kokodynski, 1591 Orchard Ln., to allow for a site addition to a property located within the Estate Residential - 1 (ER-1) zoning district Tax Key No. ZA455800001

Motion by Fesenmaier to approve, second by Frame. Fesenmaier noted that no one attended the Plan Commission meeting to oppose the Conditional Use Permit. Motion carried 8-0.

Discussion/Action regarding **Resolution 23-R27** a resolution authorizing the issuance of a Limited Conditional Use Permit to Gregory Anagnos N1567 Clover Rd. Lake Geneva to allow for an Outdoor Commercial Entertainment at 272 Broad St. for the property located in the Central Business (CB) zoning district Tax Key No. ZOP00244

Motion by Fesenmaier to approve, second by Yunker. No discussion. Motion carried 8-0.

Discussion/Action regarding **Resolution 23-R28** a resolution authorizing the issuance of a Limited Conditional Use Permit (Limited CUP) for Kurt Jennison N3382 County Rd. H Lake Geneva, to allow for a Commercial Indoor Entertainment land use in the Central Business (CB) zoning district at 772 W. Main St. Tax Key No. ZOP00321

Motion by Fesenmaier to approve, second by Esposito. No discussion. Motion carried 8-0.

Mayoral Appointment

Confirming the appointment of Fire Chief John Peters as the City of Lake Geneva Emergency Government Director with a term to expire April 2024

Motion by Yunker to confirm the appointment, second by Dunn. No discussion. Motion carried 8-0.

Discussion/Action to return the parking ticket price to \$20 plus late fees (*Agenda Item Request by Ald. Yager and Ald. Straube*)

Straube stated that she wanted this discussed because of her experience of working downtown and owning a business downtown. She understands both sides as a member of the downtown and as a taxpayer, but feels that the \$50 parking ticket fine is too much.

Motion by Straube to reduce the ticket fine to \$30 and that the ticket amount double after 10 days, second by Yager.

Frame feels that \$30 is still too much and that the ticket price should be reduced to what is as previously.

Motion to amend by Frame to reduce the ticket fine to \$20, second by Fesenmaier.

Frame stated that she is very worried for the downtown and the business owners spend a lot of time dealing with this issue with their customers. Esposito questioned if a daily compounded ticket system would be feasible. Parking Manager Elder stated that they might catch someone continually parking with a violation; he added that his team focuses on enforcement and does not target individuals. Howell stated that he would like to know what the amendment might do to the City budget and if that would create a deficit. Finance Director Pisarcik stated that she could work with the Parking Manager to identify those numbers for the various scenarios. Those could be presented at the next Council meeting.

Motion by Howell to refer to the next FLR meeting, no second was offered. Motion failed for a lack of second.

Fesenmaier stated that she would be in favor of the ticket price being reduced to \$20 with the late fees. Fesenmaier stated that she would like to see the former members of the parking group be added to the new parking ad hoc committee.

Dunn stated that the ticket price can be reduced but that it shouldn't be \$20; maybe explore the impact of \$40 or even \$35. Yunker added that the fine is meant to be a deterrent to pay the parking fees.

Motion by Howell to continue to the next Finance, Licensing, and Regulation or Council meeting, second by Yunker. Motion carried 8-0.

Adjournment

Motion by Howell to adjourn, second by Dunn. Motion carried 8-0. Meeting adjourned at 7:58 p.m.

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 4-20-23

☐ Town ☐ Village ☒ City of Lake Geneva

County of Walworth

The named organization applies for: (check appropriate box(es).)

- ☐ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning May 21, 2023 and ending May 21, 2023 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

- ☒ Bona fide Club ☐ Church ☒ Lodge/Society
☐ Veteran's Organization ☐ Fair Association or Agricultural Society
☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Never Say Never Playland

(b) Address P.O. Box 894 Lake Geneva, WI 53142
(Street) ☐ Town ☐ Village ☒ City

(c) Date organized May 24, 2016

(d) If corporation, give date of incorporation _____

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President Dusti Grenus

Vice President _____

Secretary Diane Grenus

Treasurer Cathy Willis

(g) Name and address of manager or person in charge of affair: Alexandria Binanti

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number Various Business in Downtown Lake Geneva (See Attachment on event application)

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? ALL

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

3. Name of Event

(a) List name of the event Lake Geneva Wine Walk

(b) Dates of event May 21, 2023

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer [Signature] 4/25/2023
(Signature) (Date)

Never Say Never
(Name of Organization)

Date Filed with Clerk 4/25/23

Date Reported to Council or Board _____

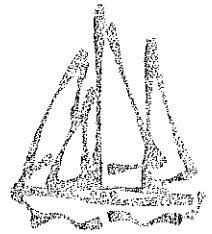
Date Granted by Council _____

License No. _____



CITY OF LAKE GENEVA

TEMPORARY OPERATOR LICENSE



PLEASE FILL IN ALL BLANKS COMPLETELY, AS INCOMPLETE APPLICATIONS WILL BE REJECTED. FEE OF \$10.00 IS PAYABLE TO CITY OF LAKE GENEVA AND DUE UPON APPLICATION.

NOTE: This license shall be issued to persons under the terms of Wisconsin State Statutes 125.17 (4). License shall be issued only to operators employed by or donating their services to non-profit corporations. A maximum of two temporary operator licenses will be issued to any individual per year. This license shall be valid only for the period of time specified on the license, which time period shall not exceed fourteen (14) days.

APPLICANT INFORMATION

Name: Berhinig Elizabeth Susan
Last First Middle

Maiden Name: Berhinig Date of Birth: [REDACTED]

Is your Certificate of Completion of a Beverage Server Training Course Attached? YES NO

If No, will a Licensed Operator be serving or supervising the service of alcohol? YES NO

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

Organization Name: Bloomingbyrds
755 W Main Street

Address: _____

Name of Event where licensee will work: Wine Walk

Date of Event: 5/21/2023

APPLICANT SIGNATURE

Elizabeth Berhinig

DATE: 4/13/23

APPROVED BEVERAGE SERVER TRAINING COURSES

Serverlicense.com
Servingalcohol.com
TIPS

Learn2serve.com
\$8 Server Training
CARE

Wisconsin Technical Colleges
ServSafe Alcohol (WRAEF/NRAEF)
TEAM

For Office Use Only

Date Filed: 4-13-23 Receipt No: 15.000691
Total Amount: 10.00
Forwarded to Police Chief: 4-13-23
Background Completed: 4/16/23
Recommendation: E. [Signature] Approved Denied
Verification that no other temporary licenses have been issued to this applicant
in the current year: [Signature]
FLR Approval: _____ License Issued: _____
Council Approval: _____ License Number: _____
License Expires: _____
MAIL TO: Individual, Organization



LEARN 2 SERVE™

CERTIFICATE OF COMPLETION

This certifies that

Elizabeth Berhinig

is awarded this certificate for

Wisconsin Responsible Beverage Server Training



Completion Date
04/12/2023



Expiration Date
04/11/2025



Certificate #
WI-00611432

A handwritten signature in black ink, appearing to read 'Sarah McLeod', written over a horizontal line.

Official Signature

This certificate is non-transfereable and represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats.

**SUPPLEMENTAL APPLICATION FORM
TEMPORARY CLASS "B" / "CLASS B" RETAILER'S LICENSE
CITY OF LAKE GENEVA**

This form needs to be submitted as an attachment to the Application for Temporary Class "B" / "Class B" Retailer's License Form (Form AT-315) and returned to the City Clerk.

Applicant Organization: Sterling Works

Name of Event: LAKE Geneva Wine Walk

Date of Event: 5/21/23

Time of Event: 12:00 pm (Beginning) 4:00 pm (Ending)

Event Contact Person: William Briggs

Contact Phone:

Contact Email:

Will a Licensed Operator be serving or supervising the service of alcohol?

***This includes Temporary Operator's who have completed the Responsible Beverage Servers class.**

☒ Yes ☐ No

**PLEASE FILL ALL BLANKS COMPLETELY.
THIS INFORMATION IS NEEDED TO COMPLETELY PROCESS YOUR
TEMPORARY RETAILER'S LICENSE APPLICATION.**

For Office Use Only

Date Filed: 4/24 Receipt No: 15-007146

Total Amount: \$ 10

Forwarded to Police Chief: 4/24

Recommendation: E. Briggs #1100 Approved Denied

Verification that not more than 2 temporary wine licenses have been issued to this applicant within the last 12 months: _____

FLR Approval: _____

License Issued: _____

Council Approval: _____

License Number: _____

License Expires: _____

MAIL TO: Organization _____

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ _____ Application Date: _____
☐ Town ☐ Village ☒ City of LAKE Geneva County of Walworth

The named organization applies for: (check appropriate box(es).)

- ☐ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 12pm and ending 4pm and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. **Organization** (check appropriate box) → ☐ Bona fide Club ☐ Church ☐ Lodge/Society
☐ Veteran's Organization ☐ Fair Association or Agricultural Society
☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Sterling Works
(b) Address 124 & 227 Broad St.
(Street) ☐ Town ☐ Village ☐ City

- (c) Date organized _____
(d) If corporation, give date of incorporation _____
(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:
President William Briggs
Vice President _____
Secretary _____
Treasurer _____

(g) Name and address of manager or person in charge of affair: _____

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

- (a) Street number 124 & 227 Broad St.
(b) Lot _____ Block _____
(c) Do premises occupy all or part of building? NO
(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: North Retail Space @ both Buildings

3. Name of Event

- (a) List name of the event LAKE Geneva Wine Walk
(b) Dates of event 5/24/23

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer [Signature] Sterling Works
(Signature/Date) (Name of Organization)

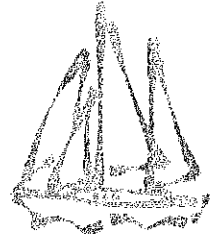
Date Filed with Clerk _____ Date Reported to Council or Board _____

Date Granted by Council _____ License No. _____



CITY OF LAKE GENEVA

TEMPORARY OPERATOR LICENSE

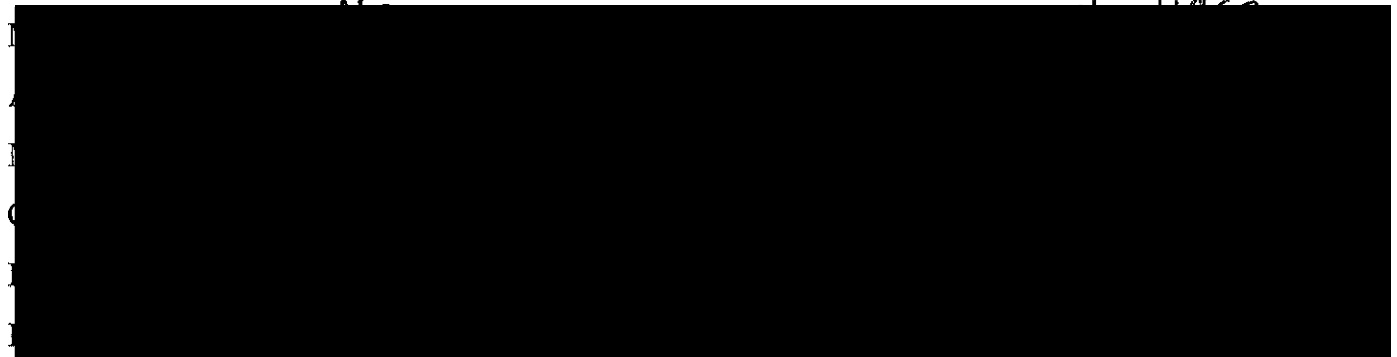


PLEASE FILL IN ALL BLANKS COMPLETELY, AS INCOMPLETE APPLICATIONS WILL BE REJECTED. FEE OF \$10.00 IS PAYABLE TO CITY OF LAKE GENEVA AND DUE UPON APPLICATION.

NOTE: This license shall be issued to persons under the terms of Wisconsin State Statutes 125.17 (4). License shall be issued only to operators employed by or donating their services to non-profit corporations. A maximum of two temporary operator licenses will be issued to any individual per year. This license shall be valid only for the period of time specified on the license, which time period shall not exceed fourteen (14) days.

APPLICANT INFORMATION

Name: Carlson Angela Marie
Last First Middle



Is your Certificate of Completion of a Beverage Server Training Course Attached? ☒ YES ☐ NO
If No, will a Licensed Operator be serving or supervising the service of alcohol? ☐ YES ☐ NO

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

Organization Name: Edie Boutique
Address: 737 W main St.
Name of Event where licensee will work: wine walk
Date of Event: may 21, 2023

APPLICANT SIGNATURE Angela M Carlson DATE: 04/14/2023

APPROVED BEVERAGE SERVER TRAINING COURSES

Serverlicense.com
Servingalcohol.com
TIPS

Learn2serve.com
\$8 Server Training
CARE

Wisconsin Technical Colleges
ServSafe Alcohol (WRAEF/NRAEF)
TEAM

For Office Use Only

Date Filed: 4/14/23 Receipt No: 15-007012

Total Amount: \$10

Forwarded to Police Chief: 4/14/23

Background Completed: 04/14/2023

Recommendation: E. [Signature] Approved Denied

Verification that no other temporary licenses have been issued to this applicant
in the current year: [Signature]

FLR Approval: _____ License Issued: _____

Council Approval: _____ License Number: _____

License Expires: _____

MAILTO: Individual, Organization



LEARN 2 SERVE™

CERTIFICATE OF COMPLETION

This certifies that

Angela Marie Carlson

is awarded this certificate for

Wisconsin Responsible Beverage Server Training



Completion Date
01/04/2023



Expiration Date
01/03/2025



Certificate #
WI-00608580

A handwritten signature in black ink, appearing to read 'Sarah M. [unclear]', written over a horizontal line.

Official Signature

This certificate is non-transfereable and represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats.

**SUPPLEMENTAL APPLICATION FORM
TEMPORARY CLASS "B" / "CLASS B" RETAILER'S LICENSE
CITY OF LAKE GENEVA**

This form needs to be submitted as an attachment to the Application for Temporary Class "B" / "Class B" Retailer's License Form (Form AT-315) and returned to the City Clerk.

Applicant Organization: Lune Walk

Name of Event: Lune Walk

Date of Event: May 21

Time of Event: 12-4 (Beginning) 4:00pm (Ending)

Event Contact Person: Boeth

Contact Phone:

Contact Email:

Will a Licensed Operator be serving or supervising the service of alcohol?
***This includes Temporary Operator's who have completed the Responsible Beverage Servers class.**

☒ Yes

☐ No

**PLEASE FILL ALL BLANKS COMPLETELY.
THIS INFORMATION IS NEEDED TO COMPLETELY PROCESS YOUR
TEMPORARY RETAILER'S LICENSE APPLICATION.**

For Office Use Only

Date Filed: 4/19/2023 Receipt No: 15.007096

Total Amount: 10.00

Forwarded to Police Chief: 4/19/23

Recommendation: E. [Signature] Approved Denied

Verification that not more than 2 temporary wine licenses have been issued to this applicant within the last 12 months: _____

FLR Approval: _____

Council Approval: _____

License Issued: _____

License Number: _____

License Expires: _____

MAILTO: Organization _____

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 4/12/2023
County of Walworth

☐ Town ☐ Village ☐ City of Rose Geneva

The named organization applies for: (check appropriate box(es).)

- ☐ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning May 21 and ending May 21 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

- ☐ Bona fide Club ☐ Church ☐ Lodge/Society
☐ Veteran's Organization ☐ Fair Association or Agricultural Society
☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Shannie Cohen
(b) Address 830 W. Main Street
(Street) ☐ Town ☐ Village ☒ City

(c) Date organized _____

(d) If corporation, give date of incorporation _____

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President _____

Vice President _____

Secretary _____

Treasurer _____

(g) Name and address of manager or person in charge of affair: _____

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 830 W. Main Street Rose Geneva, Wis.
(b) Lot _____ Block Unit C
(c) Do premises occupy all or part of building? part
(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: Attached Building

3. Name of Event

(a) List name of the event Wine Walk
(b) Dates of event May 21

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer _____
(Signature / Date)

(Name of Organization)

Date Filed with Clerk _____

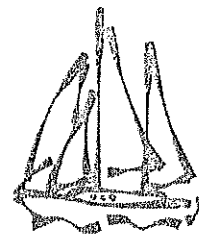
Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____



CITY OF LAKE GENEVA TEMPORARY OPERATOR LICENSE



PLEASE FILL IN ALL BLANKS COMPLETELY, AS INCOMPLETE APPLICATIONS WILL BE REJECTED. FEE OF \$10.00 IS PAYABLE TO CITY OF LAKE GENEVA AND DUE UPON APPLICATION.

NOTE: This license shall be issued to persons under the terms of Wisconsin State Statutes 125.17 (4). License shall be issued only to operators employed by or donating their services to non-profit corporations. A maximum of two temporary operator licenses will be issued to any individual per year. This license shall be valid only for the period of time specified on the license, which time period shall not exceed fourteen (14) days.

DAVIDSON APPLICANT INFORMATION

Name: DAVIDSON KYM M.
Last First Middle

Is your Certificate of Completion of a Beverage Server Training Course Attached? ☒ YES ☐ NO
If No, will a Licensed Operator be serving or supervising the service of alcohol? YES ☐ NO ☐

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

Organization Name: THE NINE
Address: 755 MAIN ST LOWER
Name of Event where licensee will work: WINE WALK
Date of Event: 5-21-23

APPLICANT SIGNATURE

[Signature] DATE: 4-19-23



LEARN 2 SERVE™

CERTIFICATE OF COMPLETION

This certifies that

kym moyer davidson

is awarded this certificate for

Wisconsin Responsible Beverage Server Training



Completion Date
04/18/2023



Expiration Date
04/17/2025



Certificate #
WI-00611632

A handwritten signature in black ink, appearing to read 'Sarah M. Davidson', written over a horizontal line.

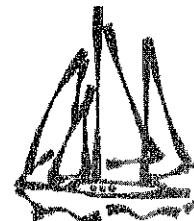
Official Signature

This certificate is non-transfereable and represents the successful completion of an approved
Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats.



CITY OF LAKE GENEVA

TEMPORARY OPERATOR LICENSE

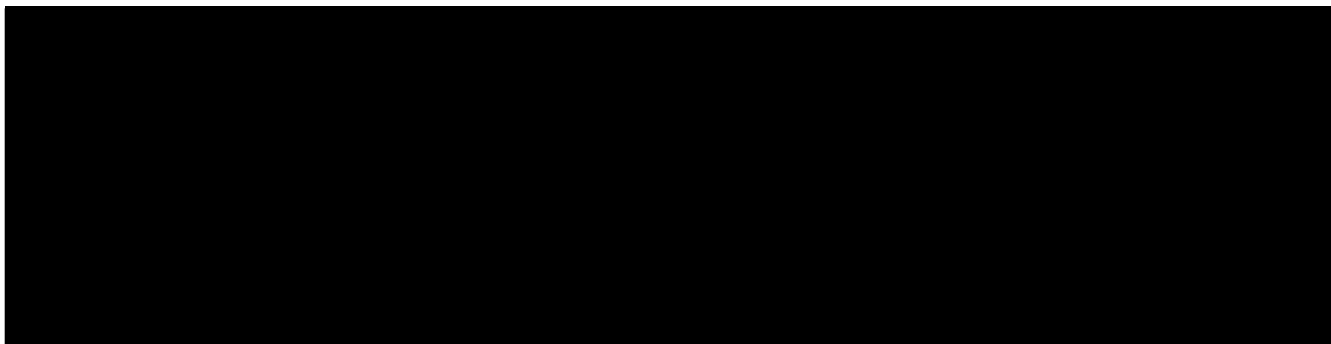


PLEASE FILL IN ALL BLANKS COMPLETELY, AS INCOMPLETE APPLICATIONS WILL BE REJECTED. FEE OF \$10.00 IS PAYABLE TO CITY OF LAKE GENEVA AND DUE UPON APPLICATION.

NOTE: This license shall be issued to persons under the terms of Wisconsin State Statutes 125.17 (4). License shall be issued only to operators employed by or donating their services to non-profit corporations. A maximum of two temporary operator licenses will be issued to any individual per year. This license shall be valid only for the period of time specified on the license, which time period shall not exceed fourteen (14) days.

APPLICANT INFORMATION

Name: Fowler Karlee Gladys
Last First Middle



Is your Certificate of Completion of a Beverage Server Training Course Attached? YES ☒ NO
If No, will a Licensed Operator be serving or supervising the service of alcohol? ☒ YES NO

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

Organization Name: Aras Promotions
Address: 6140 W Executive Dr Suite G, Mequon, WI 53092
Name of Event where licensee will work: Lake Geneva Wine Walk
Date of Event: May 21, 2023

APPLICANT SIGNATURE

Karlee Fowler DATE: 4/7/2023

APPROVED BEVERAGE SERVER TRAINING COURSES

Serverlicense.com
Servingalcohol.com
TIPS

Learn2serve.com
\$8 Server Training
CARE

Wisconsin Technical Colleges
ServSafe Alcohol (WRAEF/NRAEF)
TEAM

For Office Use Only

Date Filed: April 20, 2023 Receipt No: 17-000440
Total Amount: \$10 -
Forwarded to Police Chief: April 24, 2023
Background Completed: ETC
Recommendation: EJC #160 Approved Denied
Verification that no other temporary licenses have been issued to this applicant
in the current year: [Signature]
FLR Approval: _____ License Issued: _____
Council Approval: _____ License Number: _____
License Expires: _____
MAILTO: Individual, Organization



CITY OF LAKE GENEVA

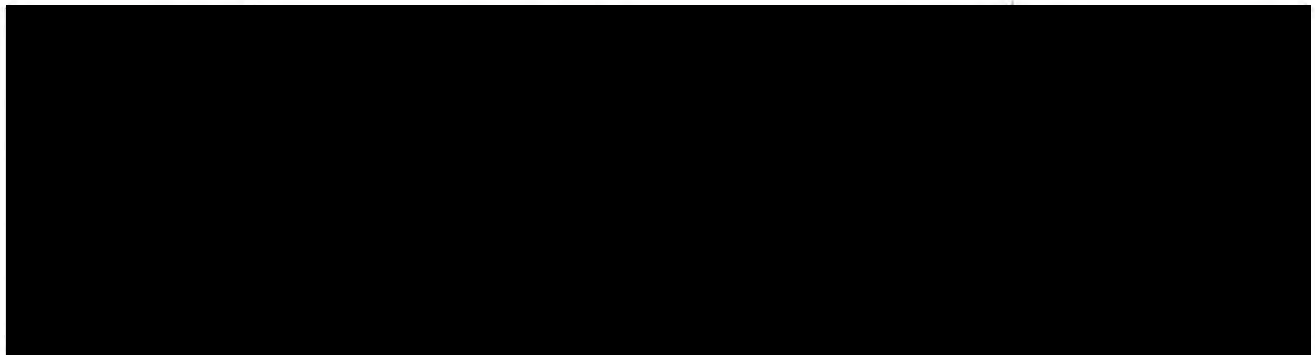
TEMPORARY OPERATOR LICENSE

PLEASE FILL IN ALL BLANKS COMPLETELY, AS INCOMPLETE APPLICATIONS WILL BE REJECTED. FEE OF \$10.00 IS PAYABLE TO CITY OF LAKE GENEVA AND DUE UPON APPLICATION.

NOTE: This license shall be issued to persons under the terms of Wisconsin State Statutes 125.17 (4). License shall be issued only to operators employed by or donating their services to non-profit corporations. A maximum of two temporary operator licenses will be issued to any individual per year. This license shall be valid only for the period of time specified on the license, which time period shall not exceed fourteen (14) days.

APPLICANT INFORMATION

Name: Huml Elizabeth Anne
Last First Middle



Is your Certificate of Completion of a Beverage Server Training Course Attached? ☒ YES ☐ NO
If No, will a Licensed Operator be serving or supervising the service of alcohol? YES ☐ NO ☐

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

Organization Name: Pink Moon Bay
Address: 717 W Main St Lake Geneva WI 53147
Name of Event where licensee will work: Wine Walk
Date of Event: 5/21/2023

APPLICANT SIGNATURE

DATE: 4/7/2023

APPROVED BEVERAGE SERVER TRAINING COURSES

Serverlicense.com
Servingalcohol.com
TIPS

Learn2serve.com
\$8 Server Training
CARE

Wisconsin Technical Colleges
ServSafe Alcohol (WRAEF/NRAEF)
TEAM

For Office Use Only

Date Filed: 4/10/23 Receipt No: 15.006900

Total Amount: 10.00

Forwarded to Police Chief: 4/10/23

Background Completed: 04/11/2023

Recommendation: E. [Signature] ☒ Approved ☐ Denied

Verification that no other temporary licenses have been issued to this applicant
in the current year: [Signature]

FLR Approval: _____

License Issued: _____

Council Approval: _____

License Number: _____

License Expires: _____

MAILTO: Individual, Organization



LEARN 2 SERVE™

CERTIFICATE OF COMPLETION

This certifies that

Elizabeth Huml

is awarded this certificate for

Wisconsin Responsible Beverage Server Training



Completion Date
04/07/2023



Expiration Date
04/06/2025



Certificate #
WI-00611220

A handwritten signature in black ink, appearing to read 'Sarah Neff', written over a horizontal line.

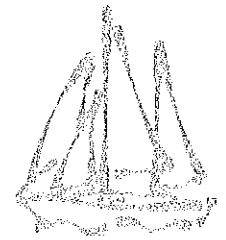
Official Signature

This certificate is non-transfereable and represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats.

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com



CITY OF LAKE GENEVA TEMPORARY OPERATOR LICENSE

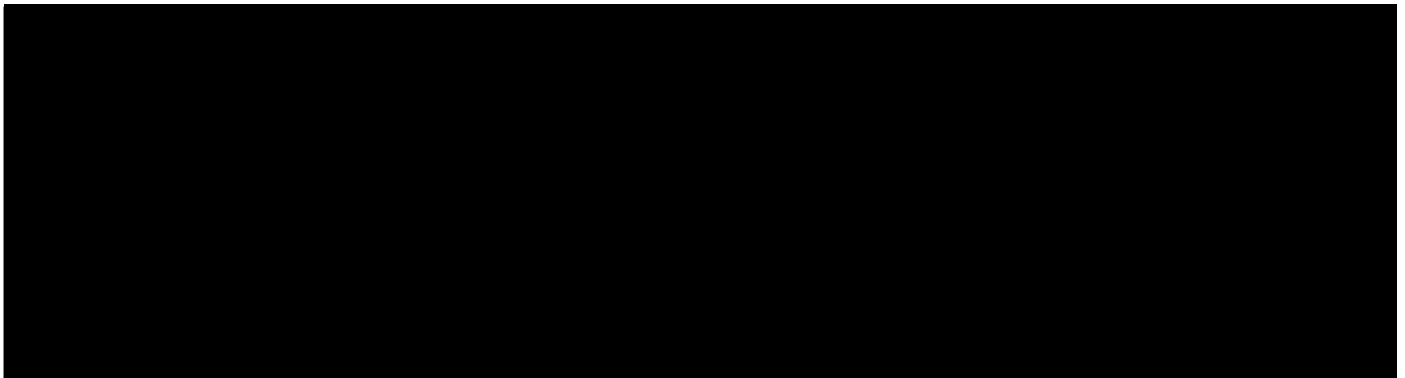


PLEASE FILL IN ALL BLANKS COMPLETELY, AS INCOMPLETE APPLICATIONS WILL BE REJECTED. FEE OF \$10.00 IS PAYABLE TO CITY OF LAKE GENEVA AND DUE UPON APPLICATION.

NOTE: This license shall be issued to persons under the terms of Wisconsin State Statutes 125.17 (4). License shall be issued only to operators employed by or donating their services to non-profit corporations. A maximum of two temporary operator licenses will be issued to any individual per year. This license shall be valid only for the period of time specified on the license, which time period shall not exceed fourteen (14) days.

APPLICANT INFORMATION

Name: Leedle Diane Patricia
Last First Middle



Is your Certificate of Completion of a Beverage Server Training Course Attached? ☒ YES ☐ NO
If No, will a Licensed Operator be serving or supervising the service of alcohol? ☐ YES ☐ NO

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

Organization Name: Le Cookery
Address: 812 W Main St. Lake Geneva, WI 53147
Name of Event where licensee will work: Wine Walk
Date of Event: May 21, 2023

APPLICANT SIGNATURE

DATE: 4/17/2023

APPROVED BEVERAGE SERVER TRAINING COURSES

Serverlicense.com
Servingalcohol.com
TIPS

Learn2serve.com
\$8 Server Training
CARE

Wisconsin Technical Colleges
ServSafe Alcohol (WRAEF/NRAEF)
TEAM

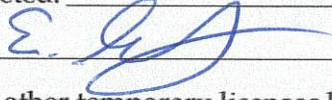
For Office Use Only

Date Filed: 4-17-23 Receipt No: 15.007045

Total Amount: 10.00

Forwarded to Police Chief: 4-17-23

Background Completed: _____

Recommendation:  Approved Denied

Verification that no other temporary licenses have been issued to this applicant
in the current year: 

FLR Approval: _____ License Issued: _____

Council Approval: _____ License Number: _____

MAILTO: _____ License Expires: _____

Individual, Organization



LEARN 2 SERVE™

CERTIFICATE OF COMPLETION

This certifies that

Diane Leedle

is awarded this certificate for

Wisconsin Responsible Beverage Server Training



Completion Date
04/01/2022



Expiration Date
03/31/2024



Certificate #
WI-00600409

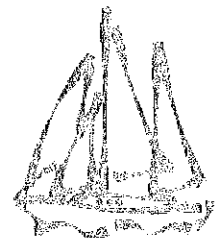
A handwritten signature in black ink, appearing to read 'Diane Leedle'.

Official Signature

This certificate is non-transfereable and represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats.



CITY OF LAKE GENEVA TEMPORARY OPERATOR LICENSE

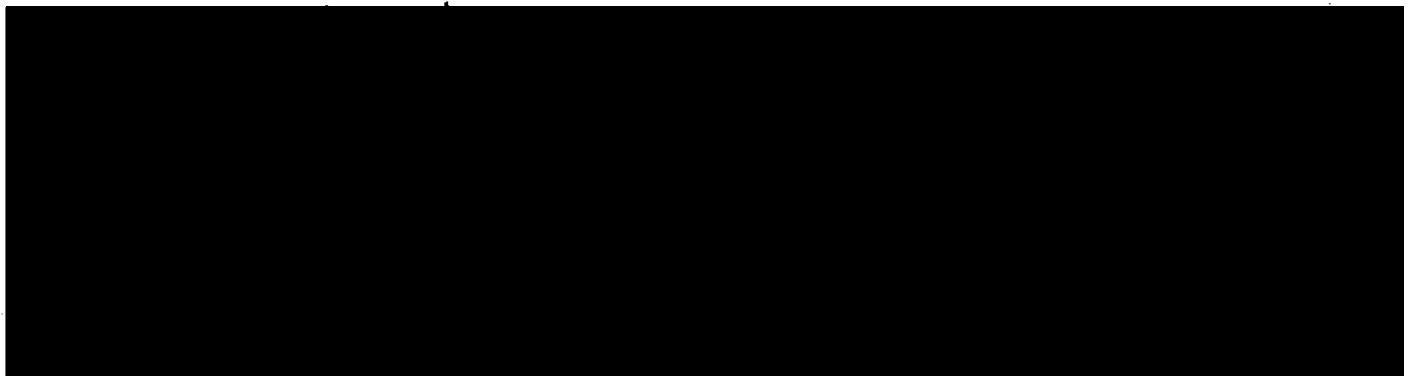


PLEASE FILL IN ALL BLANKS COMPLETELY, AS INCOMPLETE APPLICATIONS WILL BE REJECTED. FEE OF \$10.00 IS PAYABLE TO CITY OF LAKE GENEVA AND DUE UPON APPLICATION.

NOTE: This license shall be issued to persons under the terms of Wisconsin State Statutes 125.17 (4). License shall be issued only to operators employed by or donating their services to non-profit corporations. A maximum of two temporary operator licenses will be issued to any individual per year. This license shall be valid only for the period of time specified on the license, which time period shall not exceed fourteen (14) days.

APPLICANT INFORMATION

Name: Marsicano Nichollette
Last First Middle



Is your Certificate of Completion of a Beverage Server Training Course Attached? ☒ YES ☐ NO
If No, will a Licensed Operator be serving or supervising the service of alcohol? ☐ YES ☐ NO

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

Organization Name: Geneva Lake Arts Foundation Inc (Gallery) 223
Address: 37 223 Broad St. Lake Geneva WI
Name of Event where licensee will work: Wine Walk (The Streets of Lake Geneva)
Date of Event: May 21, 2023

APPLICANT SIGNATURE

Nichollette Marsicano DATE: 4/12/2023

APPROVED BEVERAGE SERVER TRAINING COURSES

Serverlicense.com
Servingalcohol.com
TIPS

Learn2serve.com
\$8 Server Training
CARE

Wisconsin Technical Colleges
ServSafe Alcohol (WRAEF/NRAEF)
TEAM

For Office Use Only

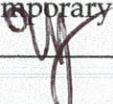
Date Filed: 4/12/23 Receipt No: 15.006970

Total Amount: \$10.00

Forwarded to Police Chief: 4/12/23

Background Completed: 4-13-23 gt

Recommendation:  Approved Denied

Verification that no other temporary licenses have been issued to this applicant
in the current year: 

FLR Approval: _____

License Issued: _____

Council Approval: _____

License Number: _____

License Expires: _____

MAILTO: Individual, Organization

Serving Alcohol

is proud to present this certificate to

Nicholette Marsicano

for successful completion of the online course

Wisconsin Alcohol Seller/Server Course

PERSONS COMPLETING THIS COURSE HAVE AGREED TO EXECUTE THE FOLLOWING POLICIES TO THE BEST OF THEIR ABILITIES.

- * CARD ANY PERSON 35 YEARS OF AGE OR YOUNGER
- * OBSERVE AND REPORT ANY CUSTOMER SHOWING SIGNS OF POSSIBLE IMPAIRED BEHAVIOR TO MANAGEMENT
- * RESPOND IMMEDIATELY TO ANY POSSIBLE PROBLEM SITUATION
- * DETERMINE THE PEOPLE ENTERING THE PREMISES TO CONSUME ALCOHOL ARE OF LEGAL ALCOHOL DRINKING AGE AND RECORD THEM IF THERE IS ANY QUESTION ABOUT THEIR AGE
- * ENSURE A PERSON MATCHES THEIR VALID LEGAL IDENTIFICATION

This is a Wisconsin Department of Revenue approved Responsible Beverage Server Training Course in compliance with Sec. 125.17 (6), 134.66 (2m), and 125.04 (5) (a) 5. Wis. Stats.



Verify online at
servingalcohol.com

Verification Code
ulshZEIZRZ

Date Issued
Apr 24th, 2022

VALID FOR 2 YEARS

This is not a Wisconsin operators/bartenders license.

This certificate will be requested to obtain a Wisconsin operators/bartenders license from the Wisconsin city clerk's office in the municipality where you are working.

Find your city clerk's office here: <https://elections.wi.gov/clerks/directory>

Wisconsin Alcohol Seller/Server Course

Name: Nicholette Marsicano

Certification Date: Apr 24th, 2022

Certificate Code: ulshZEIZRZ

Verify Online: servingalcohol.com

125.17(6), 134.66 (2m), 125.04(5)(a)5 Wis. Stats.

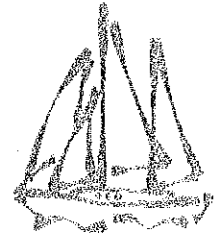
SERVING ALCOHOL INC

VALID FOR 2 YEARS

Learn more about this wallet card at <http://servingalcohol.com/wallet-card>



CITY OF LAKE GENEVA TEMPORARY OPERATOR LICENSE

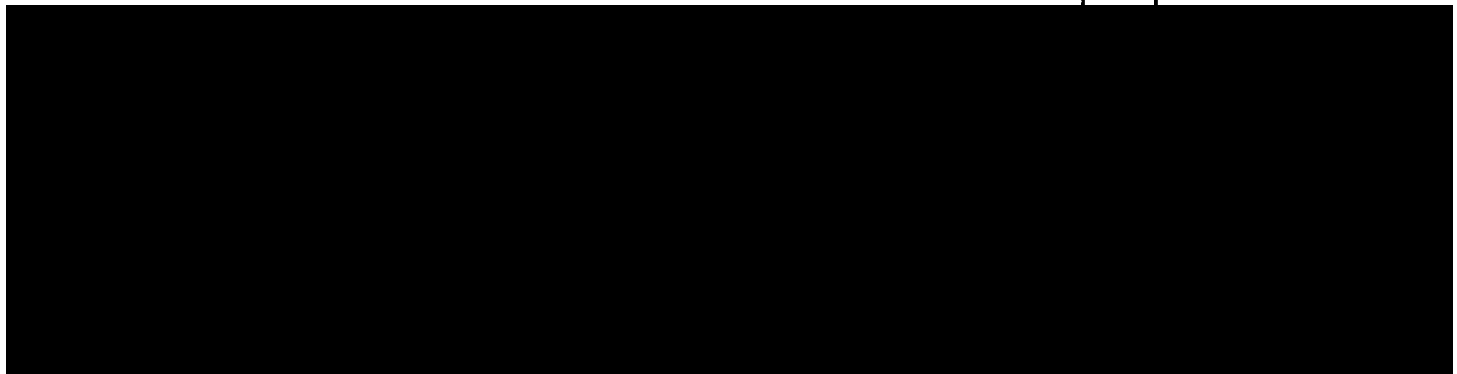


PLEASE FILL IN ALL BLANKS COMPLETELY, AS INCOMPLETE APPLICATIONS WILL BE REJECTED. FEE OF \$10.00 IS PAYABLE TO CITY OF LAKE GENEVA AND DUE UPON APPLICATION.

NOTE: This license shall be issued to persons under the terms of Wisconsin State Statutes 125.17 (4). License shall be issued only to operators employed by or donating their services to non-profit corporations. A maximum of two temporary operator licenses will be issued to any individual per year. This license shall be valid only for the period of time specified on the license, which time period shall not exceed fourteen (14) days.

APPLICANT INFORMATION

Name: McConnell David William
Last First Middle



Is your Certificate of Completion of a Beverage Server Training Course Attached? ☒ YES ☐ NO
If No, will a Licensed Operator be serving or supervising the service of alcohol? YES ☐ NO

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

Organization Name: Gallery 223
Address: 223 Broad Street, Lake Geneva WI 53147
Name of Event where licensee will work: Wine Walk
Date of Event: 5/21/2023

APPLICANT SIGNATURE

[Signature]

DATE: 4/11/23

APPROVED BEVERAGE SERVER TRAINING COURSES

Serverlicense.com
Servingalcohol.com
TIPS

Learn2serve.com
\$8 Server Training
CARE

Wisconsin Technical Colleges
ServSafe Alcohol (WRAEF/NRAEF)
TEAM

For Office Use Only

Date Filed: 4/11/23 Receipt No: 2746

Total Amount: \$10

Forwarded to Police Chief: 4/11/23

Background Completed: 04/12/2023

Recommendation: E. [Signature] Approved Denied

Verification that no other temporary licenses have been issued to this applicant
in the current year: [Signature]

FLR Approval: _____ License Issued: _____

Council Approval: _____ License Number: _____

License Expires: _____

MAILTO: Individual, Organization

Serving Alcohol

is proud to present this certificate to

David McConnell

for successful completion of the online course



Wisconsin Alcohol Seller/Server Course

PERSONS COMPLETING THIS COURSE HAVE AGREED TO EXECUTE THE FOLLOWING POLICIES TO THE BEST OF THEIR ABILITIES.

- * CARD ANY PERSON 35 YEARS OF AGE OR YOUNGER
- * OBSERVE AND REPORT ANY CUSTOMER SHOWING SIGNS OF POSSIBLE IMPAIRED BEHAVIOR TO MANAGEMENT
- * RESPOND IMMEDIATELY TO ANY POSSIBLE PROBLEM SITUATION
- * DETERMINE THE PEOPLE ENTERING THE PREMISES TO CONSUME ALCOHOL ARE OF LEGAL ALCOHOL DRINKING AGE AND RECORD THEM IF THERE IS ANY QUESTION ABOUT THEIR AGE
- * ENSURE A PERSON MATCHES THEIR VALID LEGAL IDENTIFICATION

This is a Wisconsin Department of Revenue approved Responsible Beverage Server Training Course in compliance with Sec. 125.17 (6), 134.66 (2m), and 125.04 (5) (a) 5. Wis. Stats.

Verify online at
servingalcohol.com

Verification Code
wUiiUIE8vh

Date Issued
Apr 4th, 2022

VALID FOR 2 YEARS

This is not a Wisconsin operators/bartenders license.

This certificate will be requested to obtain a Wisconsin operators/bartenders license from the Wisconsin city clerk's office in the municipality where you are working.

Find your city clerk's office here: <https://elections.wi.gov/clerks/directory>

Wisconsin Alcohol Seller/Server Course

Name: David McConnell

Certification Date: Apr 4th, 2022

Certificate Code: wUiiUIE8vh

Verify Online: servingalcohol.com

125.17(6), 134.66 (2m), 125.04(5)(a)5 Wis. Stats.

SERVING ALCOHOL INC

VALID FOR 2 YEARS

Learn more about this wallet card at <http://servingalcohol.com/wallet-card>



CITY OF LAKE GENEVA

TEMPORARY OPERATOR LICENSE



PLEASE FILL IN ALL BLANKS COMPLETELY, AS INCOMPLETE APPLICATIONS WILL BE REJECTED. FEE OF \$10.00 IS PAYABLE TO CITY OF LAKE GENEVA AND DUE UPON

NOTE: This license shall be issued to persons under the terms of Wisconsin State Statutes 125.17 (4). License shall be issued only to operators employed by or donating their services to non-profit corporations. A maximum of two temporary operator licenses will be issued to any individual per year. This license shall be valid only for the period of time specified on the license, which time period shall not exceed fourteen (14) days.

APPLICANT INFORMATION

Novak
Last

Alissa
First

Anne
Middle

Is your Certificate of Completion of a Beverage Server Training Course Attached? ☒ YES ☐ NO
If No, will a Licensed Operator be serving or supervising the service of alcohol? ☐ YES ☐ NO

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

Organization Name: Geneva Lakes Jewelry
Address: 728 Main Street Lake Geneva 53147
Name of Event where licensee will work: Wine Walk
Date of Event: 5/21/23

APPLICANT SIGNATURE

 DATE: 4/7/23

APPROVED BEVERAGE SERVER TRAINING COURSES

Serverlicense.com
Servingalcohol.com
1125

Learn2serve.com
\$8 Server Training
CAKE

Wisconsin Technical Colleges
ServSafe Alcohol (WRAEF/NRAEF)
TEAM

For Office Use Only

Date Filed: 4/13/23 Receipt No: 15-007006
Total Amount: \$10

Background Completed: 4/15/23
Recommendation: E. [Signature] Approved Denied
Verification that no other temporary licenses have been issued to this applicant

FLR Approval: _____ License Issued: _____
Council Approval: _____ License Number: _____
License Expires: _____

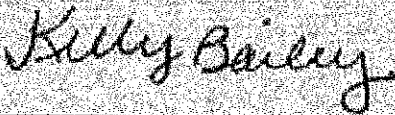
Wisconsin Responsible Beverage Seller/Server Training

ALISSA NOVAK

has met all training requirements and successfully completed the above course and/or exam.

Certification Number: SL173399

Date of Completion: 04/13/2023



Authorized Signature

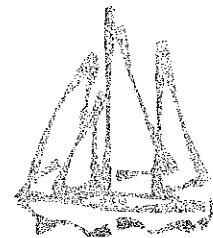
This certificate represents the successful completion of an approved
Wisconsin Department of Revenue Responsible Beverage Server
Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and
134.66(2m); Wis. Stats. Present this certificate to your local
municipal clerk's office to receive your Operator's or Retail license.

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613



CITY OF LAKE GENEVA

TEMPORARY OPERATOR LICENSE



PLEASE FILL IN ALL BLANKS COMPLETELY, AS INCOMPLETE APPLICATIONS WILL BE REJECTED. FEE OF \$10.00 IS PAYABLE TO CITY OF LAKE GENEVA AND DUE UPON APPLICATION.

NOTE: This license shall be issued to persons under the terms of Wisconsin State Statutes 125.17 (4). License shall be issued only to operators employed by or donating their services to non-profit corporations. A maximum of two temporary operator licenses will be issued to any individual per year. This license shall be valid only for the period of time specified on the license, which time period shall not exceed fourteen (14) days.

APPLICANT INFORMATION

Name: Smith Sharon K
Last First Middle

Is your Certificate of Completion of a Beverage Server Training Course Attached? ☒ YES NO
If No, will a Licensed Operator be serving or supervising the service of alcohol? YES NO

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

Organization Name: Twelfth & Brown
Address: 729 main St. Lake Geneva WI
Name of Event where licensee will work: Spring Wine Walk
Date of Event: 5/21/2023

APPLICANT SIGNATURE

Sharon Smith DATE: 4/10/2023

APPROVED BEVERAGE SERVER TRAINING COURSES

Serverlicense.com
Servingalcohol.com
TIPS

Learn2serve.com
\$8 Server Training
CARE

Wisconsin Technical Colleges
ServSafe Alcohol (WRAEF/NRAEF)
TEAM

For Office Use Only

Date Filed: 4/10/23 Receipt No: 15-006936

Total Amount: 10.00

Forwarded to Police Chief: 4/10/23

Background Completed: 04/11/2023

Recommendation: E. [Signature] Approved Denied

Verification that no other temporary licenses have been issued to this applicant
in the current year: [Signature]

FLR Approval: _____ License Issued: _____

Council Approval: _____ License Number: _____

License Expires: _____

MAILTO: Individual, Organization



LEARN 2 SERVE™

CERTIFICATE OF COMPLETION

This certifies that

Sharon Smith

is awarded this certificate for

Wisconsin Responsible Beverage Server Training



Completion Date
04/09/2023



Expiration Date
04/08/2025



Certificate #
WI-00611284

A handwritten signature in black ink, appearing to read 'Sara M. [unclear]'. The signature is written over a horizontal line.

Official Signature

This certificate is non-transfereable and represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats.



CITY OF LAKE GENEVA

TEMPORARY OPERATOR LICENSE



PLEASE FILL IN ALL BLANKS COMPLETELY, AS INCOMPLETE APPLICATIONS WILL BE REJECTED. FEE OF \$10.00 IS PAYABLE TO CITY OF LAKE GENEVA AND DUE UPON APPLICATION.

NOTE: This license shall be issued to persons under the terms of Wisconsin State Statutes 125.17 (4). License shall be issued only to operators employed by or donating their services to non-profit corporations. A maximum of two temporary operator licenses will be issued to any individual per year. This license shall be valid only for the period of time specified on the license, which time period shall not exceed fourteen (14) days.

APPLICANT INFORMATION

Name: Steiner Kimberly K
Last First Middle

Is your Certificate of Completion of a Beverage Server Training Course Attached? ☒ YES NO
If No, will a Licensed Operator be serving or supervising the service of alcohol? YES NO

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

Organization Name: Soho Boutique
Address: 875 W. Main Street
Name of Event where licensee will work: Lake Geneva Wine Walk
Date of Event: _____

APPLICANT SIGNATURE

Kimberly K Steiner DATE: April 7, 2023

APPROVED BEVERAGE SERVER TRAINING COURSES

Serverlicense.com
Servingalcohol.com
TIPS

Learn2serve.com
\$8 Server Training
CARE

Wisconsin Technical Colleges
ServSafe Alcohol (WRAEF/NRAEF)
TEAM

For Office Use Only

Date Filed: 4/10/23 Receipt No: 15.000900

Total Amount: 10.00

Forwarded to Police Chief: 4/10/23

Background Completed: 04/11/2023

Recommendation: E. [Signature] Approved Denied

Verification that no other temporary licenses have been issued to this applicant
in the current year: [Signature]

FLR Approval: _____

License Issued: _____

Council Approval: _____

License Number: _____

License Expires: _____

MAILTO: Individual, Organization



Certificate

RESPONSIBLE BEVERAGE SERVER

awarded to

Kimberly Steiner

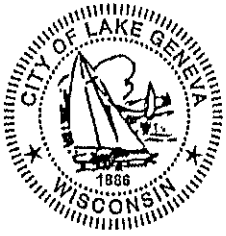
This certificate represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats.

www.Wisconsin-Bartending.com

Training Provider

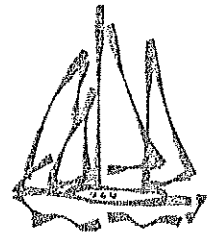
04/07/2023

Training Date



CITY OF LAKE GENEVA

TEMPORARY OPERATOR LICENSE

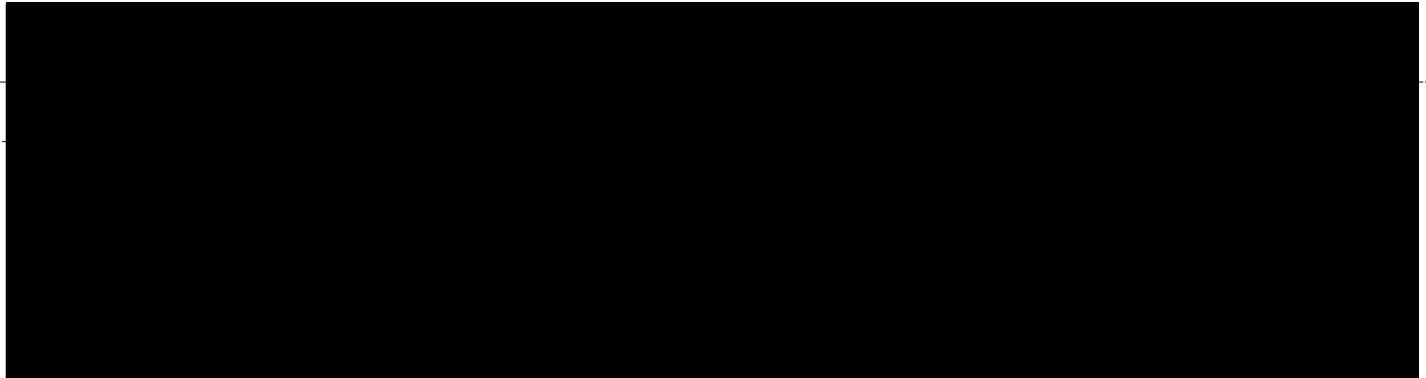


PLEASE FILL IN ALL BLANKS COMPLETELY, AS INCOMPLETE APPLICATIONS WILL BE REJECTED. FEE OF \$10.00 IS PAYABLE TO CITY OF LAKE GENEVA AND DUE UPON APPLICATION.

NOTE: This license shall be issued to persons under the terms of Wisconsin State Statutes 125.17 (4). License shall be issued only to operators employed by or donating their services to non-profit corporations. A maximum of two temporary operator licenses will be issued to any individual per year. This license shall be valid only for the period of time specified on the license, which time period shall not exceed fourteen (14) days.

APPLICANT INFORMATION

Name: Syring Emily Anne
Last First Middle



Is your Certificate of Completion of a Beverage Server Training Course Attached? ☒ YES ☐ NO

If No, will a Licensed Operator be serving or supervising the service of alcohol? YES ☐ NO ☐

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

Organization Name: Lake Geneva Wine Walk - The Bottle Shop

Address: 617 W. Main St.

Name of Event where licensee will work: LG Wine Walk - Très Belle Boutique

Date of Event: 5/21/2023

APPLICANT SIGNATURE

Emily Syring

DATE: 05/03/2023

Serving Alcohol

Is proud to present this certificate to

Emily Syring

for successful completion of the online course



Wisconsin Alcohol Seller/Server Course

PERSONS COMPLETING THIS COURSE HAVE AGREED TO EXECUTE THE FOLLOWING POLICIES TO THE BEST OF THEIR ABILITIES.

- * CARD ANY PERSON 35 YEARS OF AGE OR YOUNGER
- * OBSERVE AND REPORT ANY CUSTOMER SHOWING SIGNS OF POSSIBLE IMPAIRED BEHAVIOR TO MANAGEMENT
- * RESPOND IMMEDIATELY TO ANY POSSIBLE PROBLEM SITUATION
- * DETERMINE THE PEOPLE ENTERING THE PREMISES TO CONSUME ALCOHOL ARE OF LEGAL ALCOHOL DRINKING AGE AND RECORD THEM IF THERE IS ANY QUESTION ABOUT THEIR AGE
- * ENSURE A PERSON MATCHES THEIR VALID LEGAL IDENTIFICATION

Verify online at
servingalcohol.com

Verification Code
ahO3rbd3B2

Date Issued
Mar 27th, 2023

VALID FOR 2 YEARS

This is a Wisconsin Department of Revenue approved Responsible Beverage Server Training Course in compliance with Sec. 125.17 (6), 134.66 (2m), and 125.04 (5) (a) 5. Wis. Stats.

This is not a Wisconsin operators/bartenders license.

This certificate will be requested to obtain a Wisconsin operators/bartenders license from the Wisconsin city clerk's office in the municipality where you are working.

Find your city clerk's office here: <https://elections.wi.gov/clerks/directory>

Wisconsin Alcohol Seller/Server Course

Name: Emily Syring

Certification Date: Mar 27th, 2023

Certificate Code: ahO3rbd3B2

Verify Online: servingalcohol.com

125.17(6), 134.66 (2m), 125.04(5)(a)5 Wis. Stats.

SERVING ALCOHOL INC

VALID FOR 2 YEARS



CITY OF LAKE GENEVA

TEMPORARY OPERATOR LICENSE

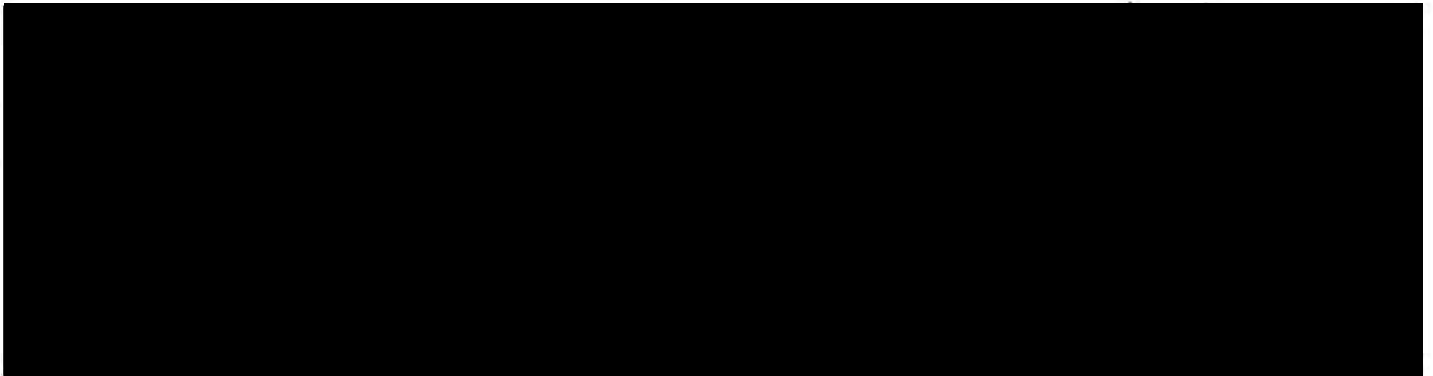


PLEASE FILL IN ALL BLANKS COMPLETELY, AS INCOMPLETE APPLICATIONS WILL BE REJECTED. FEE OF \$10.00 IS PAYABLE TO CITY OF LAKE GENEVA AND DUE UPON APPLICATION.

NOTE: This license shall be issued to persons under the terms of Wisconsin State Statutes 125.17 (4). License shall be issued only to operators employed by or donating their services to non-profit corporations. A maximum of two temporary operator licenses will be issued to any individual per year. This license shall be valid only for the period of time specified on the license, which time period shall not exceed fourteen (14) days.

APPLICANT INFORMATION

Name: WOLFF ROGER _____
Last First Middle



Is your Certificate of Completion of a Beverage Server Training Course Attached? YES NO
If No, will a Licensed Operator be serving or supervising the service of alcohol? YES NO

ORGANIZATION WHERE SERVICES OF LICENSEE WILL BE EMPLOYED

Organization Name: JAYNE Boutique
Address: 771 W MAIN ST.
Name of Event where licensee will work: WINE WAUC
Date of Event: 5/21/23

APPLICANT SIGNATURE

[Signature] DATE: 4/17/23

APPROVED BEVERAGE SERVER TRAINING COURSES

Serverlicense.com
Servingalcohol.com
TIPS

Learn2serve.com
\$8 Server Training
CARE

Wisconsin Technical Colleges
ServSafe Alcohol (WRAEF/NRAEF)
TEAM

For Office Use Only

Date Filed: 4/17/23 Receipt No: 15-007053

Total Amount: \$10

Forwarded to Police Chief: 4/17/23

Background Completed: _____

Recommendation: E. SA Approved Denied

Verification that no other temporary licenses have been issued to this applicant
in the current year: my

FLR Approval: _____

License Issued: _____

Council Approval: _____

License Number: _____

License Expires: _____

MAILTO: Individual, Organization

Serving Alcohol

is proud to present this certificate to

Roger Wolff

for successful completion of the online course



Wisconsin Alcohol Seller/Server Course

PERSONS COMPLETING THIS COURSE HAVE AGREED TO EXECUTE THE FOLLOWING POLICIES TO THE BEST OF THEIR ABILITIES.

- * CARD ANY PERSON 35 YEARS OF AGE OR YOUNGER
- * OBSERVE AND REPORT ANY CUSTOMER SHOWING SIGNS OF POSSIBLE IMPAIRED BEHAVIOR TO MANAGEMENT
- * RESPOND IMMEDIATELY TO ANY POSSIBLE PROBLEM SITUATION
- * DETERMINE THE PEOPLE ENTERING THE PREMISES TO CONSUME ALCOHOL ARE OF LEGAL ALCOHOL DRINKING AGE AND RECORD THEM IF THERE IS ANY QUESTION ABOUT THEIR AGE
- * ENSURE A PERSON MATCHES THEIR VALID LEGAL IDENTIFICATION

This is a Wisconsin Department of Revenue approved Responsible Beverage Server Training Course in compliance with Sec. 125.17 (6), 134.66 (2m), and 125.04 (5) (a) 5. Wis. Stats.

Verify online at
servingalcohol.com

Verification Code

xlj9BT3S3c

Date Issued

Apr 16th, 2023

VALID FOR 2 YEARS

This is not a Wisconsin operators/bartenders license.

This certificate will be requested to obtain a Wisconsin operators/bartenders license from the Wisconsin city clerk's office in the municipality where you are working.

Find your city clerk's office here: <https://elections.wi.gov/clerks/directory>

Wisconsin Alcohol Seller/Server Course

Name: Roger Wolff

Certification Date: Apr 16th, 2023

Certificate Code: xlj9BT3S3c

Verify Online: servingalcohol.com

125.17(6), 134.66 (2m), 125.04(5)(a)5 Wis. Stats.

SERVING ALCOHOL INC

VALID FOR 2 YEARS

Learn more about this wallet card at <http://servingalcohol.com/wallet-card>



CITY OF LAKE GENEVA EVENT PERMIT APPLICATION

Please fill in all blanks completely, as incomplete applications will be rejected.

Applications must be submitted

AT LEAST 4 WEEKS prior to the proposed event date for approval.

Section I- APPLICANT INFORMATION

Name of Applicant: Emily Koltz & Ben Nugent & Gen Reed

Name of Event Organizer/Producer: BHS Student Council

Production Company/Organization: BHS FEIN #: _____

Street Address: 200 South Street

City: Lake Geneva State: WI Zip code: 53147

Are you a ☐ For-Profit OR ☒ Non-Profit Organization 501(c) _____

EIN # (Tax Exempt Number): 050928

*All non-profits must present a copy of their current Tax ID- EIN#

Section II- EVENT INFORMATION- Check the proper category

☐ **Public Assembly Permit- *Non-Profit: No Charge; Otherwise: \$60.00 per day Fee**

(Meet one or more criteria) Single day event use of City of Lake Geneva facilities with NO street, parking or intersection closures, attendance under 500, NO serving of alcohol in public space.

☐ **Block Parties or use of Gazebo for 1 Hour Photo Ops: * Non-profit: No Charge; Otherwise: \$75.00 Fee**

Small event limited to one street with 4 barricades in a neighborhood or gazebo in Flat Iron Park.

☒ **Tier 1 Events: *Non-Profit: No Charge; Otherwise: \$250.00 Fee for an event up to seven days; additional \$50.00 per day thereafter**

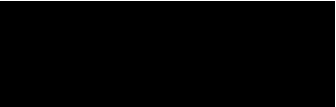
(Meet one or more criteria) Rolling closure of streets, public walkway, limited parking stalls or intersection closures that do not impact public use, attendance of 501 to 3,000, four (4) hours or less of alcohol sales or serving, majority use of a city park(s), or other municipal facility.

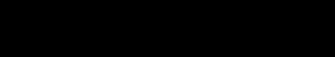
☐ **Tier 2 Events: *Non-Profit: No Charge; Otherwise: \$500.00 Fee for an event up to seven days; additional \$100.00 per day thereafter**

(Meets one or more criteria) Non-profit or not-for-profit organization offering multiple-day events, attendance of more than 3,000+, more than four (4) hours of alcohol sales or serving, and/or exclusive use of City park(s), street(s), limited parking stalls, or other municipal facility.

Note: Seminary (includes the use of the Shelter) and Flat Iron Park (includes the use of Brunk Pavilion) have 3 available picnic tables and 10 benches which you can select as part of your event permit. Any additional picnic tables, benches, or barricades needed should be directed to a rental company.

1. Title of Event: Badger Homecoming Parade
2. Date(s) of Event: Friday, Oct. 13th, 2023
3. Location(s) of Event: Downtown Lake Geneva
4. Hours: Staging 4:15 PM, Parade Start Time 4:45 PM, Approximate Parade End Time 5:30
Note: Start Time & End Time

5. Event Chair/Contact Person: Emily Koltz & Ben Nugent Phone: 

6. Day of Event Contact Name: Emily Koltz or Ben Nugent Phone: 

7. Is the event open to the public? Yes ☒

8. Will you charge an admission fee? No

9. Estimated Attendance Number: 300-500

10. Basis for estimate: previous attendance

11. Will you be setting up a tent? No

If yes, list the location, size, Rental Company, and proof of completion of locates.

12. Will there be any animals? Yes ☒

If yes, what type and how many: possible horses 2-4

13. Attach a detailed description of proposed event with map of the exact location of the event and/or route.

14. Description of plan for handling refuse collection and after-event clean-up:

Floats will b taken away by each group that enters parade.

15. Description of plan for providing event security (if applicable):

16. Will there be fireworks or pyrotechnics at your event? Yes ☒
If yes, please attach a fireworks display permit or application.

17. Will your event include the sale of beer and/or wine? No
If yes, please attach a completed Temporary Alcohol License & Temporary Operator License Application.

18. Will you or any other vendors be selling food or merchandise? No
If yes, please attach list of proposed vendors, including business name and type of food/merchandise sold.

19. Do you intend to use the available picnic tables and benches in the location? No

Continue to next page...

Section III- STREET USE

☐ Check if this section does not apply

Required for any event using a public street. Per Sec. 62-243 of the municipal code, this application must include the following attachments:

☒ Certificate of Comprehensive General Liability Insurance with the City, its employees and agents as additional insured with coverage for contractual liability with minimum limits of \$500,000 per occurrence for bodily injury and property damage limits of \$250,000 per occurrence.

☐ Petition signed by more than half of the residential dwelling units and/or commercial units residing along that portion of the street designated for the proposed use or whose property is denied access by virtue of the granting of the permit.

1. Description of portion(s) of road(s) to be used:

Road closures must include rental of barricades; must be coordinated with the City of Lake Geneva Department of Public Works

West on WI St., South on Broad St., East on Main St., and North on Cook St. This would basically start and end at Central Dennison. (OR alternate Route if preferable Stage on Marshall St., South on Broad St, East on WI St.) See attached maps.

2. Will any parking stalls be used or blocked during the event?

No



Parking Stall daily fees or bagging of Parking Stall fees are not included with the event permit fee; arrangements must be made with the City of Lake Geneva Parking Manager

Dates of Use: Friday, Oct. 13th, 2023

Total Number of Parking Stalls being Requested: _____

Parking Stall Number(s) and Location: _____

3. Description of Signage to be used during event: _____

**The use of City Street Banner poles will require a separate, complete Street Banner Display Application*

4. Anticipated Services

Please indicate below any additional services you are requesting for your event. Estimated Fees or Deposits for these services may be required prior to issuance of permit(s)

☐ Electricity; Explain: _____

☐ Water; Explain: _____

☒ Traffic Control; Explain: to help set up detour around parade route/street closure

☒ Police Services; Explain: lead the parade & end the parade & to close streets

☒ Fire/EMS Services; Explain: participate in the parade if possible

☐ Other; Explain: _____

***Please note:** The City of Lake Geneva, the Police Department and/or Fire Department have the right to cancel an event due to inclement weather or any safety risk.

***All Parks and Public Spaces must be left the way they were originally found. A credit card is required to be placed on file with the City Clerk's office should the park or public space incur any damage or has not been cleaned up. Any charges will be communicated to the card holder prior to credit card processing.**

Name on Card: _____

Credit Card #: _____

Expiration Date: ____/____ **CVV#:** _____

Billing Address: _____

City, State, Zip Code: _____

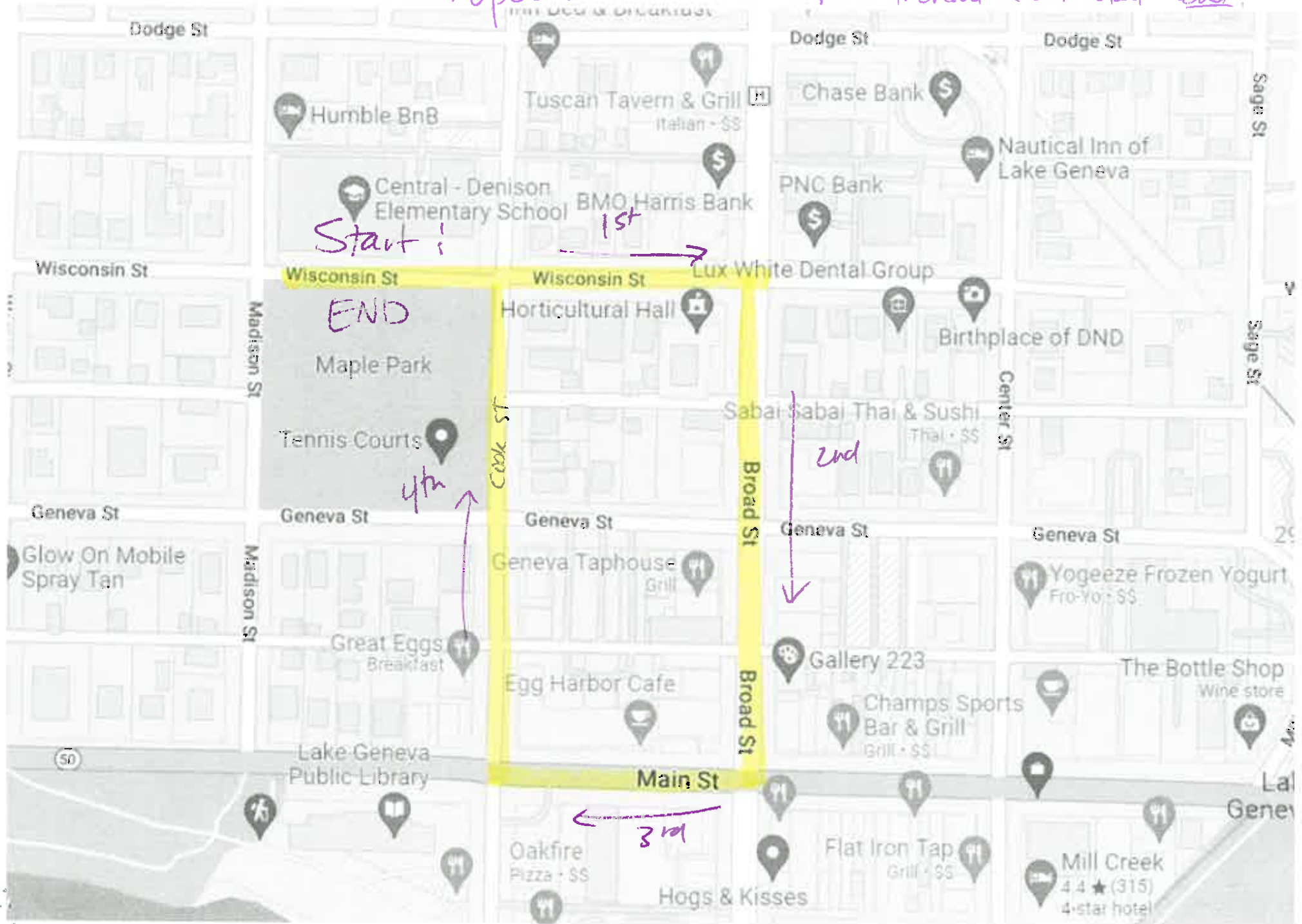
The applicant for her/himself and for other persons, organizations, firms and corporations, if any listed in this application, being of sound mind and body, do hereby freely, voluntarily and knowingly, now and for all times, fully save and hold harmless and defend, the CITY OF LAKE GENEVA, a Wisconsin Municipal Corporation located in the Walworth County, and each and every of its elected and appointed officials, employees, representatives, agents, heirs, and assigns, jointly and severally from and against any and all claims, causes of action, actions, liabilities, demands, losses, damages, and/or expenses of whatsoever kind and nature including counsel or attorneys' fees, which I have or may, at any time, incur or sustain arising from, resulting from, incurred in consequence of, or pertaining to, any and all intentional and negligent acts, omissions, incidents, activities and transactions, of whatever kind and nature, direct or indirect, of mine own and those of or by the CITY OF LAKE GENEVA, and each and every of its elected and appointed officials, employees, representatives, and agents, regardless of when or where, occurring or arising from this event.

Applicant Signature: _____

Date: _____

3/23/23

Proposed Route #1: Starts END @ Cen Den to create a safe start & end



Lake Geneva

Start w/ staging on Henry & Marshall,
Southern Blvd, Right (East) on W.F. to
end @ Central Dennis



For Office Use Only

Date Filed with Clerk: 3/28/23 Payment Amount: \$ N/A

Receipt #: N/A

City Clerk/Administrator Signature: [Signature] Date: 3/28/2023

☒ Approve ☐ Denied Notes: _____

Police Chief Signature: E. [Signature] Date: 03/31/2023

☒ Approve ☐ Denied Notes: _____

Fire Chief Signature: [Signature] Date: 4/2/23

☒ Approve ☐ Denied Notes: _____

DPW Signature: [Signature] Date: 4-3-2023

☒ Approve ☐ Denied Notes: _____

Parking Signature: [Signature] Date: 4/3/23

☒ Approve ☐ Denied Notes: _____

Harbormaster Signature: _____ Date: _____

☐ Approve ☐ Denied Notes: _____

Tier I & Tier II Events Only:

FLR Meeting Date: _____

Council Meeting Date: _____



CITY OF LAKE GENEVA

MASSAGE ESTABLISHMENT APPLICATION

\$50.00 ANNUAL LICENSE FEE

EXPIRES JUNE 30TH EACH YEAR

Is Application: Original ☒ or Renewal ☐

Application must be accompanied by the following documents:

- ✓ 1. \$50.00 License fee, payable to the City of Lake Geneva and due upon application
- ✓ 2. Copy of Applicant's Driver's License
- ✓ 3. A listing of the name and address of each Massage Technician employed or subcontracted by the establishment
- ✓ 4. Copy of each Massage Technician's Current and Valid State of Wisconsin Massage Therapist or Bodywork Therapist Certificate
- ✓ 5. Copy of each Massage Technician's Driver's License
- 6. If the applicant business is a corporation, include a report of the names and current addresses of all officers, directors, and stockholders owning more than 10% of stock in the corporation

BUSINESS INFORMATION

Trade Name: HEALING REIKI-WORKS

Corporate Name (if applicable): NA

Business Address (Physical): 100 E. MAIN ST. LAKE GENEVA WI

Please explain the nature of services to be provided: MASSAGE

BUSINESS OWNER (APPLICANT) INFORMATION

Please include information for all business owners

Full Name: NANCY GOLDEN WASPI

Address: 100 E. MAIN ST.

City, State, Zip: LAKE GENEVA WI 53147

☒ Copy of Driver's License Attached

Please provide names and addresses of any and all previous establishments where applicant was employed or subcontracted as a Massage technician during the last 3 years, including type of work performed and dates of employment:

MASSAGE ENVY 19115 W. CAPITAL DR. #104
GROKFIELD WI 53045
NOV 192016 - PRESENT

Have you ever had a massage or similar license/permit revoked, suspended, or denied?

☒ NO

☐ YES

If yes, please explain: _____

Have you ever been arrested, charged, and/or convicted for any offense, other than misdemeanor traffic violations, in Wisconsin or any other state?

☒ NO

☐ YES

If yes, provide the offense, date, location, and disposition: _____

The undersigned hereby swears, under penalty of law, that the foregoing information provided in this application is true and correct to the best of his/her knowledge and belief.

APPLICANT SIGNATURE: _____

Date: _____

For Office Use Only

Date Filed: 4/12/23

Receipt #: _____

15-006983

Amt Paid: _____

\$0.00

Forwarded to Police Dept: _____

April 13, 2023

Background Completed: _____

4-15-23

Police Chief Recommendation: _____

E. [Signature]

Approved

Denied

Fingerprinting required for new establishments

Fingerprinted by LGPD: ☐ N/A

Forwarded to Building Dept: _____

[Signature]

Inspector approval required for new establishments

Building Inspector Recommendation: _____

Approved

Denied

FLR/Council Approval Dates: _____

License #: _____

Verified: Stark ☐

MSI ☐

Notes/Conditions: _____

Copies to:

Building & Zoning

Police Chief

Fire Chief

THE STATE OF WISCONSIN

MEDICAL EXAMINING BOARD

Hereby certifies that

PATRICIA A SMITH

was granted a license to practice as a

MASSAGE THERAPIST OR BODYWORK THERAPIST

in the State of Wisconsin in accordance with Wisconsin Law

on the 20th day of February in the year 2023.

The authority granted herein must be renewed each biennium by the granting authority.

In witness thereof, the State of Wisconsin

Medical Examining Board

*has caused this certificate to be issued under
the seal of the Department of Safety and Professional Services*

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

☐ Town

To the governing body of:

☐ Village

of LAKE GENEVA

County of WALWORTH

☒ City

The undersigned duly authorized officer/member/manager of

MAYA GENEVA INC

(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

MAYA GENEVA

(Trade Name)

located at 605 WILLIAMS ST LAKE GENEVA WI 53147

appoints

AMANDA MARIE JONES

(Name of Appointed Agent)

(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☐ Yes

☒ No

If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course?

☒ Yes

☐ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 3YR

Place of residence last year

For:

MAYA GENEVA INC

(Name of Corporation / Organization / Limited Liability Company)

By:



(Signature of Officer / Member / Manager)

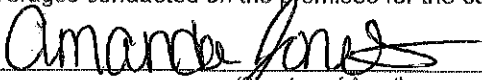
Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, AMANDA MARIE JONES, hereby accept this appointment as agent for the

(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.



(Signature of Agent)

04/21/23

(Date)

Agent's age

Date of birth

(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY

(Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on

05/04/2023

(Date)



(Signature of Proper Local Official)

Title

Chief of Police

(Town Chair, Village President, Police Chief)

RESOLUTION OF THE COMMON COUNCIL			
A resolution authorizing and levying special assessments against benefited property in the City of Lake Geneva for the improvement of sidewalk improvements as part of the 2023 Street Improvement Project			
Committee:	Preliminary <u>Resolution 23-R17</u> approved by the Common Council on April 10, 2023		
Fiscal Impact:	N/A		
File Number:	23-R29	Date:	May 8, 2023

WHEREAS the Common Council of the City of Lake Geneva, Wisconsin, held a public hearing for the purpose of hearing all interested persons concerning the preliminary resolution and report of the City Engineer on the following described area for benefits accruing to such property within the project area:

The improvement of sidewalk improvements for:

Sections located on the North Side of Wheeler Street at Horace Street

Sections located on the North and South side of Henry Street; from Center Street to Williams Street

Sections located the West and East sides of the 600 block of Madison Street

Sections on the North and South sides of North Street; including sections on the East Side of Warren Street

Sections located on the East and West sides of South Wells Street; from Campbell Street to Cass Street

Sections located on the North side of the 400 block of Baker Street

Section located on the North side of Baker Street; adjacent to Seminary Park

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Lake Geneva as follows:

1. That the report of the City Engineer pertaining to the construction of the above-described improvements, including plans and specifications therefore is hereby adopted and approved and it is hereby directed that such work be carried out in accordance with the report of the City Engineer.
2. That payment for said improvements be made by assessing the cost to the property benefited as indicated in said report. The assessment represents an exercise of the police power and has been determined on a reasonable basis and is hereby confirmed.
3. That benefits and damages shown on the report are true and correct and are hereby confirmed.
4. The special assessment amount shall be levied on each Benefitted Property, commencing with the 2024 tax roll for the Benefitted Property. Commencing on the date of November 1, 2024, interest shall accrue on the unpaid amount of the special assessment at the rate of Five Percent (5.0%) per annum until paid in full. The total assessment amount, plus accrued interest, shall be paid in Ten (10) equal annual installment payments on the tax roll of the Benefitted Property, with such first annual installment payment to be placed on the 2024 tax roll, and with the final, tenth annual installment payment placed on the 2033 tax roll.
5. The City Clerk is directed to publish this resolution as a Class I notice in the Lake Geneva Regional News.
6. The Clerk is further directed to mail this resolution and a statement of the final assessment against his/her property to every interested person whose name appears on the assessment roll whose post-office address is known or can with reasonable diligence be ascertained.

This is to certify that the foregoing resolution was duly adopted by the Common Council of the City of Lake Geneva at a meeting called for this purpose on the 8th day of May, 2023.

Approved this 8th day of May, 2023.

Council Action: ☐ Adopted ☐ Failed **Vote** _____

Mayoral Action: ☐ **Accept** ☐ **Veto**

Charlene Klein, Mayor Date

Attest:

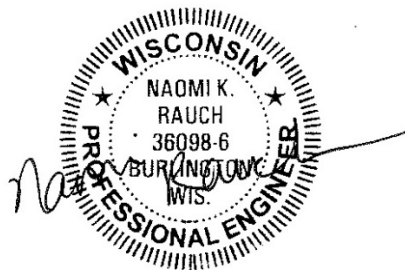
Lana Kropf, City Clerk Date

Special Assessment Report for Sidewalk Replacement & Installation

2023 Street Improvement Program

City of Lake Geneva
Lake Geneva, Wisconsin

Project No. 23.0150



4/13/2023
REVISED 05/04/2023



REPORT ON PROPOSED SPECIAL ASSESSMENTS FOR PUBLIC IMPROVEMENTS AGAINST PROPERTIES LOCATED IN THE CITY OF LAKE GENEVA, WISCONSIN

Pursuant to the provisions of Section 66.0703 of the Wisconsin Statutes, Section 62-96 of the Lake Geneva Municipal Code, and pursuant to the Preliminary Resolution adopted by the City of Lake Geneva Common Council on the date of April 10, 2023, the undersigned hereby files with the City Clerk of the City of Lake Geneva, located in Walworth County, Wisconsin, this report regarding the 2023 Street Program and its related Special Assessments.

Each of the real properties described herein against which the Special Assessments will be levied is benefited by this project, and this construction project is being done as an exercise of the police power of the City of Lake Geneva, Wisconsin, as allowed in Section 66.0703 of the Wisconsin Statutes.

The special assessments for each benefitted property are described in the *Assessment Schedules A, B, C and D* attached to this report.

This project proposes to complete public sidewalk connections along the north side of Baker Street, and spot replacements of sidewalk panels on Wheeler Street, Henry Street, Center Street, North Street, Madison Street, Warren Street, Wells Street, Williams Street and Dodge Street. The benefit of sidewalks improves and protects the health, welfare, and safety of pedestrians in the community. It is the Cities intent that a City-wide sidewalk system be in place and that all residents have access to this sidewalk system. For portions of the system that are not completed or in disrepair, special priority is to be given to sidewalks needed on the Safe School Routes and to accommodate pedestrian traffic on major arterial and collector streets.

Method of Determining Assessment. The City of Lake Geneva's policy is to assess 0-100% of the total construction costs, for new sidewalk and/or sidewalk replacement to the benefited properties on a square foot basis and an additional 2% of the contract costs to cover engineering, testing, and administrative costs.

This report consists of the following schedules attached hereto:

Schedule A – Terms of Special Assessment (Revised 05/04/2023);

Schedule B – Five (5) pages of exhibits showing all properties for the 2023 Street Improvement Program sidewalk special assessment;



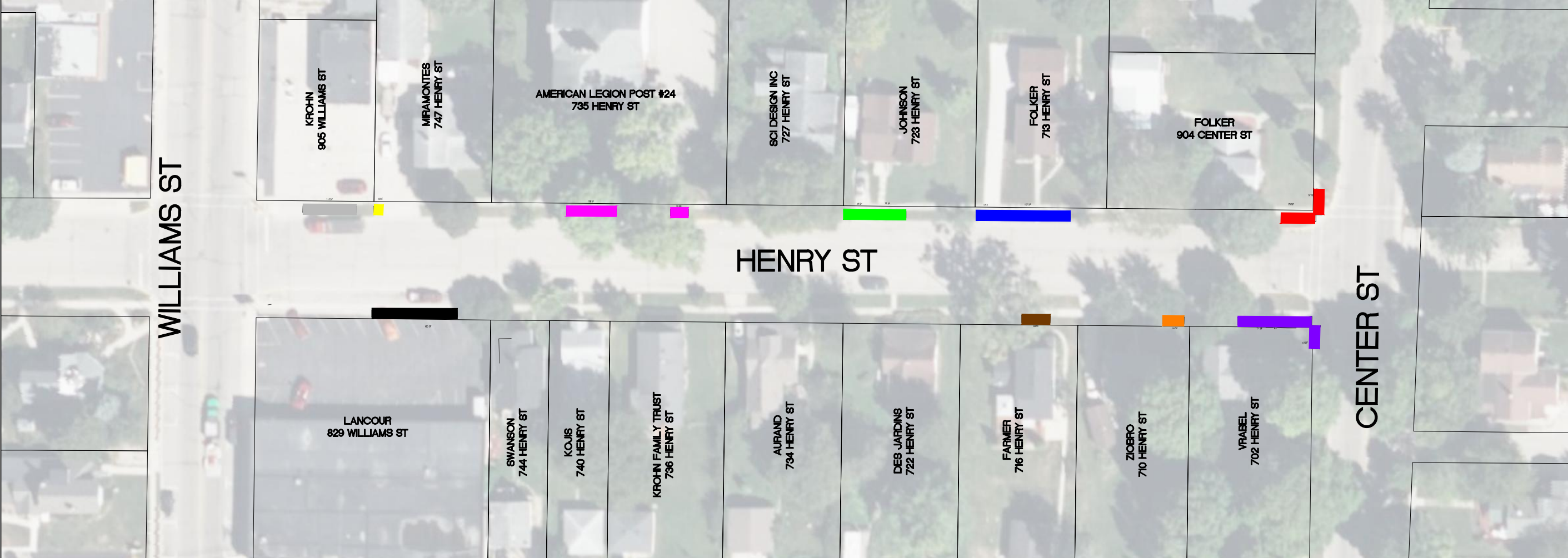
Schedule C – Estimated Cost of Proposed 2023 Street Improvement Program sidewalk special assessment per parcel (Revised 05/04/2023);

Schedule D – Preliminary Plans for proposed public improvements entitled 2023 Street Improvement Program (Revised 05/04/2023)

SCHEDULE A- Terms of the Special Assessment

1. The total estimated sidewalk project cost is \$47,747.32 which will be assessed on the benefitted properties. The City of Lake Geneva (the “City”) will pay for the cost of replacing sidewalk fronting city owned properties. The remaining estimated balance of the project will be assessed on the benefitted properties on per square foot basis along abutting property owner/s frontage. The total cost of the public improvements associated with the 2023 Street Improvement Program is estimated at \$1,179,720.20.
2. There are Ninety-Nine (99) benefitted properties (the “Benefitted Properties”) in this Project. The Ninety-Nine (99) Benefitted Properties are described in attached **Schedule C**.
3. A Benefitted Property owner may pay the full assessment to the City, without any interest thereon, on or before the date of **November 1, 2023**. If such special assessment is not paid in full to the City on or before **November 1, 2023**, then the said special assessment shall be placed on the tax roll of the Benefitted Property over **ten (10) years**, in the manner described in below Paragraph 6.
4. The special assessment amount shall be levied on each Benefitted Property, commencing with the **2023 tax** roll for the Benefitted Property. Commencing on the date of **January 1, 2024**, interest shall accrue on the unpaid amount of the special assessment at the rate of Five Percent **(5.0%)** per annum until paid in full. The total assessment amount, plus accrued interest, shall be paid in **Ten (10) equal annual installment payments** on the tax roll of the Benefitted Property, with such first annual installment payment to be placed on the **2024 tax roll**, and with the final, tenth annual installment payment placed on the **2034 tax roll**.
5. The special assessment, plus accrued interest, may be paid in full at any time by the Benefitted Property owner.
6. Pursuant to Section 66.073(11), Wis. Stats., if the final Project cost is less than the estimated Project cost used for the purposes of this Report, then the special assessments levied based on the Report’s estimated Project cost shall be proportionately reduced, in the manner provided for in that statute.

FILENAME: D:\Wellworth_Co\Lake_Geneva_City\Gov\230150_2023 Lake Geneva Street Program\DESIGN\230150_DESIGN_STREETS_HENRY_ST.dwg



LEGEND

SIDEWALK REPLACEMENT



1224 S. Pine Street
Burlington, Wisconsin
53105

kapurinc.com

PROJECT:

2023 LAKE GENEVA
STREET PROGRAM

LOCATION:

CITY OF LAKE
GENEVA,
WALWORTH
COUNTY

CLIENT:



RELEASE:

BID PLANS

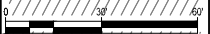
REVISIONS:

#	DATE	DESCRIPTION
1	4-13-23	FINAL SW LOCATIONS

NORTH ARROW:



SCALE:



0 30 60

IF NOT ONE INCH ADJUST SCALE
ACCORDINGLY

SEAL:



all in 4-6-23

SHEET:

HENRY ST

PROJECT MANAGER:

NR

PROJECT NUMBER:

23.0150

DATE:

04-06-2023

SHEET NUMBER:

EX

Page 65 of 255

FILENAME: D:\Widworth_Co\Lake_Geneva_City\Gov\230150_2023 Lake Geneva Street Program\DESIGN\230150_DESIGN_STREETS_HORACE_ST.dwg



LEGEND

SIDEWALK REPLACEMENT



1224 S. Pine Street
Burlington, Wisconsin
53105

kapurinc.com

PROJECT:

2023 LAKE GENEVA
STREET PROGRAM

LOCATION:

CITY OF LAKE
GENEVA,
WALWORTH
COUNTY

CLIENT:



RELEASE:

BID PLANS

REVISIONS:

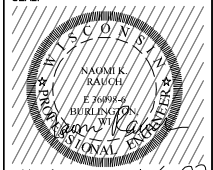
#	DATE	DESCRIPTION
1	4-13-23	FINAL SW LOCATIONS

NORTH ARROW:


SCALE:


0 20 40'

IF NOT ONE INCH ADJUST SCALE
ACCORDINGLY

SEAL:


all in 4-6-23

SHEET:

HORACE ST

PROJECT MANAGER: NR
PROJECT NUMBER: 23.0150
DATE: 04-06-2023

SHEET NUMBER:

EX

Page 66 of 255

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LEGEND

SIDEWALK REPLACEMENT

1224 S. Pine Street
Burlington, Wisconsin
53105

kapurinc.com

PROJECT:

2023 LAKE GENEVA STREET PROGRAM

LOCATION:

CITY OF LAKE GENEVA,
WALWORTH COUNTY

CLIENT:

RELEASE:

BID PLANS

REVISIONS:

#	DATE	DESCRIPTION
1	4-13-23	FINAL SW LOCATIONS

NORTH ARROW:

SCALE:

IF NOT ONE INCH ADJUST SCALE ACCORDINGLY

SEAL:

all in 4-6-23

SHEET:

NORTH ST

PROJECT MANAGER:	NR
PROJECT NUMBER:	23.0150
DATE:	04-06-2023

SHEET NUMBER:

EX

 SIDEWALK REPLACEMENT
 NEW SIDEWALK

SIDEWALK REPLACEMENT

NEW SIDEWALK

FILENAME: D:\Wolworth_Co\Lake Geneva_City\Gov\230150 2023 Lake Geneva Street Program\DESIGN\230150_DESIGN_PARKING LOT F.dwg



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LEGEND

SIDEWALK REPLACEMENT



1224 S. Pine Street
Burlington, Wisconsin
53105

kapurinc.com

PROJECT:

2023 LAKE GENEVA
STREET PROGRAM

LOCATION:

CITY OF LAKE
GENEVA,
WALWORTH
COUNTY

CLIENT:



RELEASE:

BID PLANS

REVISIONS:

#	DATE	DESCRIPTION
1	4-13-23	FINAL SW LOCATIONS

NORTH ARROW:


SCALE:


0 3 6

IF NOT ONE INCH ADJUST SCALE
ACCORDINGLY

SEAL:


SHEET:

PARKING LOT F

PROJECT MANAGER: NR
PROJECT NUMBER: 23.0150
DATE: 04-06-2023

SHEET NUMBER:

EX



CITY OF LAKE GENEVA
2023 STREET IMPROVEMENT PROGRAM (SIDEWALK SPECIAL ASSESSMENT)
ESTIMATE OF COSTS

May 4, 2023

TAX KEY	OWNER	ADDRESS	MAILING ADDRESS	PRELIMINARY			
				SF	Cost per SF	Administrative 2% / SF	ASSESSMENT
ZA430500001	Frank Kresen Post #24 of the American Legion	735 Henry St, Lake Geneva WI 53147	735 Henry St, Lake Geneva WI 53147	146	\$ 14.28	\$ 0.29	\$ 2,126.58
ZF00001	Michael & Daniela Folker	904 Center St, Lake Geneva WI 53147	2048 N Brighton Pl, Arlington Heights IL 60004	130	\$ 14.28	\$ 0.29	\$ 1,893.53
ZF00003	Michael & Daniela Folker	713 Henry St, Lake Geneva WI 53147	2048 N Brighton Pl, Arlington Heights IL 60004	147	\$ 14.28	\$ 0.29	\$ 3,013.94
				56	\$ 15.28	\$ 0.31	
ZF00004	Evelyn A Johnson	723 Henry St, Lake Geneva WI 53147	723 Henry St, Lake Geneva WI 53147	68	\$ 14.28	\$ 0.29	\$ 1,722.98
				47	\$ 15.28	\$ 0.31	
ZF00007	Carlos Miramontes	747 Henry St, Lake Geneva WI 53147	747 Henry St, Lake Geneva WI 53147	19	\$ 15.28	\$ 0.31	\$ 296.13
ZF00009	William V Krohn	905 Williams St, Lake Geneva WI 53147	427 Eugene Dr, Lake Geneva WI 53147	61	\$ 14.28	\$ 0.29	\$ 1,714.54
				53	\$ 15.28	\$ 0.31	
ZF00010	Scott J & Debra S Lancour	829 Williams St, Lake Geneva WI 53147	829 Williams St, Lake Geneva WI 53147	185	\$ 14.28	\$ 0.29	\$ 2,694.64
ZF00017	James Ligon & Patricia Lynn Farmer	716 Henry St, Lake Geneva WI 53147	716 Henry St, Lake Geneva WI 53147	65	\$ 14.28	\$ 0.29	\$ 946.76
ZF00018	Henry L Ziobro Jr Trust & Linda M Ziobro Trust	710 Henry St, Lake Geneva WI 53147	N3285 Rosewood Rd, Lake Geneva WI 53147	50	\$ 14.28	\$ 0.29	\$ 728.28
ZF00018A	Thomas G Vrabel	702 Henry St, Lake Geneva WI 53147	2650B N Southport Ave, Chicago IL 60614	224	\$ 14.28	\$ 0.29	\$ 3,262.69
ZWH 00017	Janice Fay Tomaszewski & Kathy Marie Nitsch	1119 Wheeler St, Lake Geneva WI 53147	316 Haskins St, Lake Geneva WI 53147	73	\$ 13.92	\$ 0.28	\$ 1,036.48
ZWH 00020A	Nancy J Alberty	1039 Wheeler St, Lake Geneva WI 53147	1039 Wheeler St, Lake Geneva WI 53147	61	\$ 13.92	\$ 0.28	\$ 866.10
ZCL 00098	Peter Nanni & Deborah A Nanni	1035 North St, Lake Geneva WI 53147	PO Box 267, Algonquin IL 60102	116	\$ 14.34	\$ 0.29	\$ 1,696.71
ZCL 00103	Valerie Johnson Dann	606 Madison St, Lake Geneva WI 53147	606 Madison St, Lake Geneva WI 53147	39	\$ 14.34	\$ 0.29	\$ 570.45
ZOP 00034	Timothy & Janice Sireno	540 Madison St, Lake Geneva WI 53147	540 Madison St, Lake Geneva WI 53147	118	\$ 14.34	\$ 0.29	\$ 1,725.96
ZOP 00034A	Duane A & Donna M Hove	1020 North St, Lake Geneva WI 53147	1020 North St, Lake Geneva WI 53147	103	\$ 14.34	\$ 0.29	\$ 1,506.56
ZOP 00046	Sonya J Dailey	531 Warren St, Lake Geneva WI 53147	531 Warren St, Lake Geneva WI 53147	165	\$ 14.34	\$ 0.29	\$ 2,413.42
ZRA 00041	Brennan A & Ryan Williams	605 Madison St, Lake Geneva WI 53147	1742 N Winchester Ave #201, Chicago IL 60622	55	\$ 14.34	\$ 0.29	\$ 804.47
ZA452900001	Lumobay Max LLC	421 Wells St, Lake Geneva WI 53147	PO Box 426, Lake Geneva WI 53147	958	\$ 14.29	\$ 0.29	\$ 13,963.62
ZOP00353	KBM Rentals LLC	406 S Wells St, Lake Geneva WI 53147	2162 Wood Way, Stevensville MI 49127	76	\$ 10.88	\$ 0.22	\$ 843.42
ZOP00389E	CICI 24 LLC	311 S Wells St, Lake Geneva WI 53147	1544 W Main St, Lake Geneva WI 53147	8	\$ 10.88	\$ 0.22	\$ 88.78
ZOP00389F	CICI 24 LLC	311 S Wells St, Lake Geneva WI 53147	1544 W Main St, Lake Geneva WI 53147	20	\$ 10.88	\$ 0.22	\$ 221.95
ZWRI 00001	Wrightwood of Lake Geneva Condo Association INC	415 S Wells St, Lake Geneva WI 53147	120 E Chestnut St, Burlington WI 53105	38	\$ 10.88	\$ 0.22	\$ 421.71
16 Tax Keys	Wrightwood of Lake Geneva Condo Association INC	415 S Wells St, Lake Geneva WI 53147	120 E Chestnut St, Burlington WI 53105	43			
ZWRI 00201	Polek Revocable Trust	415 S Wells St #201, Lake Geneva WI 53147	415 S Wells St #201, Lake Geneva WI 53147	2.6875	\$ 10.88	\$ 0.22	\$ 29.82
ZWRI 00202	Robert Smith Jr Trust & Lee A Smith Trust	415 S Wells St #202, Lake Geneva WI 53147	415 S Wells St #202, Lake Geneva WI 53147	2.6875	\$ 10.88	\$ 0.22	\$ 29.82
ZWRI 00203	Philip S Nelson	415 S Wells St #203, Lake Geneva WI 53147	410 E Countryside, Yorkville IL 60560	2.6875	\$ 10.88	\$ 0.22	\$ 29.82
ZWRI 00204	Joan A Baron Trust	415 S Wells St #204, Lake Geneva WI 53147	4751 Bonita Bay Blvd #901, Bonita Springs FL 34134	2.6875	\$ 10.88	\$ 0.22	\$ 29.82
ZWRI 00205	William H Johnson Trust	415 S Wells St #205, Lake Geneva WI 53147	W3817 Palmer Rd, Lake Geneva WI 53147	2.6875	\$ 10.88	\$ 0.22	\$ 29.82
ZWRI 00206	Charles J Saul Trust & Judith K Nolan Trust	415 S Wells St #206, Lake Geneva WI 53147	415 S Wells St #206, Lake Geneva WI 53147	2.6875	\$ 10.88	\$ 0.22	\$ 29.82
ZWRI 00207	Thon Trust	415 S Wells St #207, Lake Geneva WI 53147	PO Box 52000, Pacific Grove CA 93950	2.6875	\$ 10.88	\$ 0.22	\$ 29.82
ZWRI 00208	August Greidanus Trust & Linda E Greidanus Trust	415 S Wells St #208, Lake Geneva WI 53147	1406 Orange Ct Ut D, Mt Prospect IL 60056	2.6875	\$ 10.88	\$ 0.22	\$ 29.82
ZWRI 00301	Patricia McAvoy-Costin & Timothy E Costin	415 S Wells St #301, Lake Geneva WI 53147	13808 Miranese St, Venice FL 34293	2.6875	\$ 10.88	\$ 0.22	\$ 29.82
ZWRI 00302	Gerald I Wilson Trust	415 S Wells St #302, Lake Geneva WI 53147	7 Santa Susana Ln, Sedona AZ 86336	2.6875	\$ 10.88	\$ 0.22	\$ 29.82
ZWRI 00303	Shannon J Finger	415 S Wells St #303, Lake Geneva WI 53147	W302 S2684 Boettcher Ct, Waukesha WI 53188	2.6875	\$ 10.88	\$ 0.22	\$ 29.82
ZWRI 00304	Dorothy Swatek Trust	415 S Wells St #304, Lake Geneva WI 53147	415 S Wells St #304, Lake Geneva WI 53147	2.6875	\$ 10.88	\$ 0.22	\$ 29.82
ZWRI 00305	Michael A & Patricia J Kayser	415 S Wells St #305, Lake Geneva WI 53147	5232 96th St E, Bradenton FL 34211	2.6875	\$ 10.88	\$ 0.22	\$ 29.82
ZWRI 00306	John M & Toni K Brady	415 S Wells St #306, Lake Geneva WI 53147	415 S Wells St #306, Lake Geneva WI 53147	2.6875	\$ 10.88	\$ 0.22	\$ 29.82
ZWRI 00307	Antoni E & Andrea K Wesolowski	415 S Wells St #307, Lake Geneva WI 53147	27 Kestral Way, Key West FL 33040	2.6875	\$ 10.88	\$ 0.22	\$ 29.82
ZWRI 00308	Karen Mathis Trust	415 S Wells St #308, Lake Geneva WI 53147	6525 Berkshire Pl, University Park FL 34201	2.6875	\$ 10.88	\$ 0.22	\$ 29.82
20 Tax Keys	Wrightwood of Lake Geneva Condo Association INC	415 S Wells St, Lake Geneva WI 53147	120 E Chestnut St, Burlington WI 53105	102			
ZWRI 00701	Wrightwood of Lake Geneva Condo Association INC	415 S Wells St #701, Lake Geneva WI 53147	120 E Chestnut St, Burlington WI 53105	5.1	\$ 10.88	\$ 0.22	\$ 56.60
ZWRI 00702	Wrightwood of Lake Geneva Condo Association INC	415 S Wells St #702, Lake Geneva WI 53147	120 E Chestnut St, Burlington WI 53105	5.1	\$ 10.88	\$ 0.22	\$ 56.60
ZWRI 00703	Wrightwood of Lake Geneva Condo Association INC	415 S Wells St #703, Lake Geneva WI 53147	120 E Chestnut St, Burlington WI 53105	5.1	\$ 10.88	\$ 0.22	\$ 56.60
ZWRI 00704	Wrightwood of Lake Geneva Condo Association INC	415 S Wells St #704, Lake Geneva WI 53147	120 E Chestnut St, Burlington WI 53105	5.1	\$ 10.88	\$ 0.22	\$ 56.60



CITY OF LAKE GENEVA
2023 STREET IMPROVEMENT PROGRAM (SIDEWALK SPECIAL ASSESSMENT)
ESTIMATE OF COSTS

May 4, 2023

TAX KEY	OWNER	ADDRESS	MAILING ADDRESS	PRELIMINARY			
				SF	Cost per SF	Administrative 2% / SF	ASSESSMENT
ZWRI 00705	Wrightwood of Lake Geneva Condo Association INC	415 S Wells St #705, Lake Geneva WI 53147	120 E Chestnut St, Burlington WI 53105	5.1	\$ 10.88	\$ 0.22	\$ 56.60
ZWRI 00706	Wrightwood of Lake Geneva Condo Association INC	415 S Wells St #706, Lake Geneva WI 53147	120 E Chestnut St, Burlington WI 53105	5.1	\$ 10.88	\$ 0.22	\$ 56.60
ZWRI 00707	Wrightwood of Lake Geneva Condo Association INC	415 S Wells St #707, Lake Geneva WI 53147	120 E Chestnut St, Burlington WI 53105	5.1	\$ 10.88	\$ 0.22	\$ 56.60
ZWRI 00708	Wrightwood of Lake Geneva Condo Association INC	415 S Wells St #708, Lake Geneva WI 53147	120 E Chestnut St, Burlington WI 53105	5.1	\$ 10.88	\$ 0.22	\$ 56.60
ZWRI 00709	Wrightwood of Lake Geneva Condo Association INC	415 S Wells St #709, Lake Geneva WI 53147	120 E Chestnut St, Burlington WI 53105	5.1	\$ 10.88	\$ 0.22	\$ 56.60
ZWRI 00710	Wrightwood of Lake Geneva Condo Association INC	415 S Wells St #710, Lake Geneva WI 53147	120 E Chestnut St, Burlington WI 53105	5.1	\$ 10.88	\$ 0.22	\$ 56.60
ZWRI 00801	Steven Blohm Trust & Mary C Blohm Trust	415 S Wells St #801, Lake Geneva WI 53147	415 S Wells St #801, Lake Geneva WI 53147	5.1	\$ 10.88	\$ 0.22	\$ 56.60
ZWRI 00802	Susan Bentley Trust	415 S Wells St #802, Lake Geneva WI 53147	415 S Wells St #802, Lake Geneva WI 53147	5.1	\$ 10.88	\$ 0.22	\$ 56.60
ZWRI 00803	Bruce & Barbara Burris	415 S Wells St #803, Lake Geneva WI 53147	4505 Neumann Ln, Burlington WI 53105	5.1	\$ 10.88	\$ 0.22	\$ 56.60
ZWRI 00804	John H & Susan I Rover	415 S Wells St #804, Lake Geneva WI 53147	401 8 Albert St, Mt Prospect IL 60056	5.1	\$ 10.88	\$ 0.22	\$ 56.60
ZWRI 00805	Barbara Bergsma Trust	415 S Wells St #805, Lake Geneva WI 53147	415 S Wells St #805, Lake Geneva WI 53147	5.1	\$ 10.88	\$ 0.22	\$ 56.60
ZWRI 00806	Greg R & Dorothy J Chapman	415 S Wells St #806, Lake Geneva WI 53147	23714 Vintage Knoll Ct, Painfield IL 60544	5.1	\$ 10.88	\$ 0.22	\$ 56.60
ZWRI 00807	Frederick Fei-chun Yuen Trust & Stella C Yuen Trust	415 S Wells St #807, Lake Geneva WI 53147	1732 RFD, Long Grove ILL 60047	5.1	\$ 10.88	\$ 0.22	\$ 56.60
ZWRI 00808	Hank & Lynn Zbierski	415 S Wells St #808, Lake Geneva WI 53147	PO Box 240, Springfield WI 53176	5.1	\$ 10.88	\$ 0.22	\$ 56.60
ZWRI 00809	Joanne Niessner Trust	415 S Wells St #809, Lake Geneva WI 53147	415 S Wells St #809, Lake Geneva WI 53147	5.1	\$ 10.88	\$ 0.22	\$ 56.60
ZWRI 00810	John W & Donna J Kearns	415 S Wells St #810, Lake Geneva WI 53147	2505 Westminster Ln, Aurora IL 60506	5.1	\$ 10.88	\$ 0.22	\$ 56.60
300359 (40 Tax Keys)	The Meridien Residential Condominium	335 Wrigley Dr, Lake Geneva WI 53147	335 Wrigley Dr, Lake Geneva WI 53147	104			
ZMER 00001	Signature Leasing LLC	335 Wrigley Dr, Lake Geneva WI 53147	PO BOX 492, Dekalb IL 60115	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00002	Michael J Cortez & Gloria J Cortez	335 Wrigley Dr, Lake Geneva WI 53147	PO BOX 085131, Racine WI 534085131	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00003	Linda M Maksymczuk & Maria Maksymczuk	335 Wrigley Dr, Lake Geneva WI 53147	3130 Cottonwood Ct, Highland Park IL 60035	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00004	Linda M Maksymczuk & Maria Maksymczuk	335 Wrigley Dr, Lake Geneva WI 53147	3130 Cottonwood Ct, Highland Park IL 60035	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00005	Henri J M Lorenzi Trust	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00006	Henri J M Lorenzi Trust	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00007	Thomas V Powell & Diana J Powell	335 Wrigley Dr, Lake Geneva WI 53147	PO BOX 11, Powers Lake WI 53159	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00008	David Pack	335 Wrigley Dr, Lake Geneva WI 53147	8820 Lake Ridge Dr, Darien IL 60561	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00009	Henri J M Lorenzi Trust	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00010	Henri J M Lorenzi Trust	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00011	Henri J M Lorenzi Trust	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00012	Henri J M Lorenzi Trust	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00013	Jeffrey Santo & Kathleen Marie Castoro Trust	335 Wrigley Dr, Lake Geneva WI 53147	1335 Chadwick Ct, West Dundee IL 60118	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00014	Roger & Louise Simonson	335 Wrigley Dr, Lake Geneva WI 53147	725 Juneberry Rc, Riverwoods IL 60015	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00015	Henri J M Lorenzi Trust	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00016	Matthew R Powell & Thomas V Powell Jr	335 Wrigley Dr, Lake Geneva WI 53147	12127 W Edgewood Dr, Homer Glen IL 60491	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00017	Daniel Burns Trust & Lorraine Diaz Trust	335 Wrigley Dr, Lake Geneva WI 53147	136 N Brainard Av, Lagrange IL 60525	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00018	Henri J M Lorenzi Trust	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00019	Filipinas R Madriaga & Sonia G Tan	335 Wrigley Dr, Lake Geneva WI 53147	7256 W Olive Av, Chicago IL 60631	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00020	Filipinas R Madriaga & Sonia G Tan	335 Wrigley Dr, Lake Geneva WI 53147	4430 W Oak Park Av, Harwood Heights IL 60706	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00021	Henri J M Lorenzi Trust	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00022	Henri J M Lorenzi Trust	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00023	Henri J M Lorenzi Trust	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00024	Allen Radovich & Karen A Radovich	335 Wrigley Dr, Lake Geneva WI 53147	30 Gates St, Crystal Lake IL 60014	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00025	Henri J M Lorenzi Trust	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00026	Richard L Landwehr Trust	335 Wrigley Dr, Lake Geneva WI 53147	PO BOX 370, Gilberts IL 60136	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00027	Henri J M Lorenzi Trust	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00028	Alan D Davis & Janet L Davis	335 Wrigley Dr, Lake Geneva WI 53147	2560 Matthew John Dr, Dubuque IA 52002	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00029	Henri J M Lorenzi Trust	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00030	Haydeh Judar Trust	335 Wrigley Dr, Lake Geneva WI 53147	128 Fellows Ct Apt H, Elmhurst IL 60126	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00031	Cap Investments IV LLC	335 Wrigley Dr, Lake Geneva WI 53147	PO BOX 472, Park Ridge IL 60068	2.6	\$ 14.88	\$ 0.30	\$ 39.46



CITY OF LAKE GENEVA
2023 STREET IMPROVEMENT PROGRAM (SIDEWALK SPECIAL ASSESSMENT)
ESTIMATE OF COSTS

May 4, 2023

TAX KEY	OWNER	ADDRESS	MAILING ADDRESS	PRELIMINARY			
				SF	Cost per SF	Administrative 2% / SF	ASSESSMENT
ZMER 00032	335 Wrigley Drive LLC C/O Signature Leasing LLC	335 Wrigley Dr, Lake Geneva WI 53147	PO BOX 492, Dekalb IL 60115	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00033	Keri LLC	335 Wrigley Dr, Lake Geneva WI 53147	11605 Richmond Ln, Huntley IL 60142	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00034	Henri J M Lorenzi Trust	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00035	Dawn Mckay	335 Wrigley Dr, Lake Geneva WI 53147	2501 S Browns Lake Dr, Burlington WI 53105	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00036	Richard L Landwehr Trust	335 Wrigley Dr, Lake Geneva WI 53147	PO BOX 370, Gilberts IL 60136	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00037	James M Briley Trust	335 Wrigley Dr, Lake Geneva WI 53147	1410 Powers Way, Venice FL 34292	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00038	Henri J M Lorenzi Trust	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00039	Henri J M Lorenzi Trust C/O Charles Lorenzi	335 Wrigley Dr, Lake Geneva WI 53147	1540 W Main St, Lake Geneva WI 53147	2.6	\$ 14.88	\$ 0.30	\$ 39.46
ZMER 00040	Bella Vista Suites on the Shores of Lake Geneva Resider	335 Wrigley Dr, Lake Geneva WI 53147	335 Wrigley Dr, Lake Geneva WI 53147	2.6	\$ 14.88	\$ 0.30	\$ 39.46



5/4/2023

Sidewalk Assessment Quantities - Horace St (between Grant St/ Wheeler St)

Item No.	Item Description	Unit	Bid Qty. ¹	Bid Unit \$	Bid Total \$	4-Inch Replace (\$/SF)	4-Inch New (\$/SF)	6-Inch Replace (\$/SF)
204.0155	Remove Concrete Sidewalk	SY	15	\$ 25.00	\$ 375.00	\$ 2.80	\$ -	\$ -
602.0405	Concrete Sidewalk 4-Inch	SF	134	\$ 8.45	\$ 1,132.30	\$ 8.45	\$ -	\$ -
630.0500	Seed Water	MGAL	1	\$ 40.00	\$ 40.00	\$ 0.30	\$ -	\$ -
690.0250	Sawing Concrete	LF	8	\$ 2.30	\$ 18.40	\$ 0.14	\$ -	\$ -
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	15	\$ 20.00	\$ 300.00	\$ 2.24	\$ -	\$ -
TOTAL						\$ 13.92	\$ -	\$ -

Sidewalk Assessment Quantities - Henry St (between Williams St/ Center St)

Item No.	Item Description	Unit	Bid Qty. ¹	Bid Unit \$	Bid Total \$	4-Inch Replace (\$/SF)	4-Inch New (\$/SF)	6-Inch Replace (\$/SF)
204.0155	Remove Concrete Sidewalk	SY	139	\$ 25.00	\$ 3,475.00	\$ 2.78	\$ -	\$ 2.78
602.0405	Concrete Sidewalk 4-Inch	SF	1076	\$ 8.45	\$ 9,092.20	\$ 8.45	\$ -	\$ -
602.0415	Concrete Sidewalk 6-Inch	SF	175	\$ 9.45	\$ 1,653.75	\$ -	\$ -	\$ 9.45
630.0500	Seed Water	MGAL	12	\$ 40.00	\$ 480.00	\$ 0.38	\$ -	\$ 0.38
690.0250	Sawing Concrete	LF	258	\$ 2.30	\$ 593.40	\$ 0.47	\$ -	\$ 0.47
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	280	\$ 9.80	\$ 2,744.00	\$ 2.19	\$ -	\$ 2.19
TOTAL						\$ 14.28	\$ -	\$ 15.28

Sidewalk Assessment Quantities - North St (between Warren St/ Madison St)

Item No.	Item Description	Unit	Bid Qty. ¹	Bid Unit \$	Bid Total \$	4-Inch Replace (\$/SF)	4-Inch New (\$/SF)	6-Inch Replace (\$/SF)
204.0155	Remove Concrete Sidewalk	SY	66	\$ 25.00	\$ 1,650.00	\$ 2.77	\$ -	\$ -
602.0405	Concrete Sidewalk 4-Inch	SF	596	\$ 8.45	\$ 5,036.20	\$ 8.45	\$ -	\$ -
630.0500	Seed Water	MGAL	7	\$ 40.00	\$ 280.00	\$ 0.47	\$ -	\$ -
690.0250	Sawing Concrete	LF	48	\$ 2.30	\$ 110.40	\$ 0.19	\$ -	\$ -
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	150	\$ 9.80	\$ 1,470.00	\$ 2.47	\$ -	\$ -
TOTAL						\$ 14.34	\$ -	\$ -

Sidewalk Assessment Quantities - Wells St (between Cass St/ Campbell St)

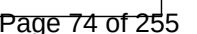
Item No.	Item Description	Unit	Bid Qty. ¹	Bid Unit \$	Bid Total \$	4-Inch Replace (\$/SF)	4-Inch New (\$/SF)	6-Inch Replace (\$/SF)
204.0155	Remove Concrete Sidewalk	SY	32	\$ 25.00	\$ 800.00	\$ 2.79	\$ -	\$ -
205.0100	Excavation Common	CY	60	\$ 40.00	\$ 2,400.00	\$ -	\$ 2.51	\$ -
305.0120	Base Aggregate Dense 1 1/4-Inch	TON	120	\$ 29.00	\$ 3,480.00	\$ -	\$ 3.63	\$ -
602.0405	Concrete Sidewalk 4-Inch (Replace)	SF	287	\$ 8.45	\$ 2,425.15	\$ 8.45	\$ -	\$ -
602.0405	Concrete Sidewalk 4-Inch (New)	SF	958	\$ 8.45	\$ 8,095.10	\$ -	\$ 8.45	\$ -
630.0500	Seed Water	MGAL	10	\$ 40.00	\$ 400.00	\$ 0.32	\$ 0.32	\$ -
690.0250	Sawing Concrete	LF	28	\$ 2.30	\$ 64.40	\$ 0.22	\$ -	\$ -
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	240	\$ 9.80	\$ 2,352.00	\$ 1.89	\$ 1.89	\$ -
TOTAL						\$ 10.88	\$ 14.29	\$ -

Sidewalk Assessment Quantities - Lake Geneva Boat Parking Lot F

Item No.	Item Description	Unit	Bid Qty. ¹	Bid Unit \$	Bid Total \$	4-Inch Replace (\$/SF)	4-Inch New (\$/SF)	6-Inch Replace (\$/SF)
204.0155	Remove Concrete Sidewalk	SY	11	\$ 25.00	\$ 275.00	\$ 2.64	\$ -	\$ -
205.0100	Excavation Common	CY	6	\$ 40.00	\$ 240.00	\$ 2.31	\$ -	\$ -
305.0120	Base Aggregate Dense 1 1/4-Inch	TON	12	\$ 29.00	\$ 348.00	\$ 3.35	\$ -	\$ -
602.0405	Concrete Sidewalk 4-Inch	SF	104	\$ 8.45	\$ 878.80	\$ 8.45	\$ -	\$ -
630.0500	Seed Water	MGAL	1	\$ 40.00	\$ 40.00	\$ 0.38	\$ -	\$ -
690.0250	Sawing Concrete	LF	5	\$ 2.30	\$ 11.50	\$ 0.11	\$ -	\$ -
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	3	\$ 9.80	\$ 29.40	\$ 0.28	\$ -	\$ -
TOTAL						\$ 14.88	\$ -	\$ -

¹ Quantities are for assessed sidewalk only (does not include the ramp and landing pad or sidewalk on City property).

FILENAME: D:\Walworth_Co\Lake Geneva_City_Gov\230150 2023 Lake Geneva Street Program\DESIGN\230150_TITLE & DETAILS.dwgT
PLOT DATE/TIME: 4/13/2023 8:04 AM
PLOTTED BY: BRANDI RAJALA



FILENAME: D:\Wlworth_Co\Lake_Geneva_City\Gov\230150_2023 Lake Geneva Street Program\DESIGN\230150_TITLE & DETAILS.dwg T Saved Date: 4/12/2023 PLOT DATE/TIME: 4/13/2023 8:04 AM PLOTTED BY: BRANDI RAJALA

GENERAL NOTES

GENERAL CONSTRUCTION

THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS SHOWN ON THE PLANS ARE APPROXIMATE. THERE MAY BE OTHER UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS OF ALL UTILITIES.

THE CONTRACTOR SHALL NOTIFY DIGGERS HOTLINE AND AFFECTED UTILITIES PRIOR TO THE START OF WORK.

NO TREES OR SHRUBS ARE TO BE REMOVED WITHOUT APPROVAL OF THE ENGINEER.

EXCAVATION BELOW SUBGRADE (EBS), IF DETERMINED BY THE ENGINEER, SHALL BE PAID FOR AS COMMON EXCAVATION. THE LOCATION OF EBS WILL BE DETERMINED BY THE ENGINEER. SUCH EBS IS NOT USED TO BALANCE YARDAGE.

SIGN LAYOUTS SHALL BE IN ACCORDANCE WITH THE FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND ANY LOCAL CODES AND ORDINANCES.

ALL PAVEMENT MARKING SHALL BE INSTALLED IN ACCORDANCE WITH THE FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND ANY LOCAL CODES AND ORDINANCES.

ALL SIGNS & SIGN POSTS REMOVED SHALL BE DELIVERED TO THE CITY OF LAKE GENEVA.

WHEN THE QUANTITY OF BASE AGGREGATE DENSE IS MEASURED FOR PAYMENT BY THE TON, THE DEPTH OR THICKNESS OF THE COURSE SHOWN ON THE PLANS IS APPROXIMATE AND THE ACTUAL THICKNESS WILL DEPEND ON THE DISTRIBUTION OF THE MATERIAL AS DIRECTED BY THE ENGINEER.

TRAFFIC CONTROL DEVICES SHALL BE ADJUSTED TO FIT FIELD CONDITIONS AS DIRECTED BY THE ENGINEER.

CONCRETE CONSTRUCTION

PROPERTY CORNERS: CONTRACTOR SHALL LOCATE, PROTECT AND, IF REMOVED OR DISTURBED, REPLACE PROPERTY CORNERS AT CONTRACTOR'S EXPENSE.

TRANSVERSE JOINTS IN CONCRETE WALKS SHALL BE CONSTRUCTED AT INTERVALS EQUAL TO THE WIDTH OF THE CONCRETE UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

CONCRETE SIDEWALK SHALL BE REMOVED TO NEAREST JOINT, OR SAWCUT BEYOND NEAREST JOINT, OR AS DIRECTED BY THE ENGINEER. MINIMUM LENGTH OF SLAB NOT TO BE LESS THAN 3 FEET, OR HALF THE WIDTH, WHICHEVER IS GREATER.

PLACE 1/2-INCH WIDE TRANSVERSE EXPANSION JOINT FILLER THROUGH THE SIDEWALK AT UNIFORM INTERVALS NO GREATER THAN 96 FEET APART.

1/2-INCH FELT EXPANSION JOINT MATERIAL REQUIRED BETWEEN BACK OF CURB AND FRONT OF WALK, WHERE APPLICABLE.

EXPANSION JOINTS ARE TO BE CONSTRUCTED AT ALL RADIUS POINTS IN CURB AND GUTTER ADJACENT TO ASPHALTIC PAVEMENT.

CONCRETE CURB AND GUTTER JOINT SPACING SHALL BE 10 FEET UNLESS AUTHORIZED BY THE ENGINEER.

CONCRETE SIDEWALK, CURB & GUTTER, AND DRIVEWAYS, IF SOFT OR UNSTABLE MATERIALS EXIST, EXCAVATE TO SUITABLE MATERIAL, PLACE & COMPACT BASE AGGREGATE DENSE TO PROPER SUBGRADE ELEVATION (PER ENGINEER). COST TO EXCAVATE, UP TO 4" BELOW SUBGRADE, SHALL BE INCIDENTAL TO THE COST OF CORRESPONDING CONCRETE OR CONCRETE REMOVAL ITEM. EXCAVATION OVER 4" WILL BE PAID AS COMMON EXCAVATION. AGGREGATE TO BE PAID FOR UNDER BASE AGGREGATE DENSE ITEM.

ALL SIDEWALK TO BE MIN. 60-INCHES WIDE

ASPHALT CONSTRUCTION

A SAWED JOINT IS REQUIRED WHERE NEW ASPHALTIC CONCRETE SURFACES MEET EXISTING ASPHALTIC CONCRETE SURFACES.

TACK COAT HAS BEEN ESTIMATED AT AN APPLICATION RATE OF 0.050 – 0.070 GALLONS PER SQUARE YARD AND WILL BE PLACED BETWEEN LAYERS OF ASPHALTIC PAVEMENT, INCIDENTAL TO PAVING ITEM.

PROOF ROLLING REQUIRED BEFORE PAVING.

STANDARD DETAIL DRAWINGS	SEE PROJECT MANUAL EXHIBIT A
S.D.D.	TITLE
08D01-a	CONCRETE CURB AND GUTTER
08D01-b	CONCRETE GUTTER, TIES, AND CURB AND GUTTER APPLICATIONS
08D05-a-g	CURB RAMPS TYPES 1, 1-A, 2, 3, 4B, 4B1, 5, 6, 7A, 7B AND 8; CURB RAMP DETECTABLE WARNING FIELD PLATES AND APPLICATIONS
08D16	CONCRETE GUTTER, CURB AND GUTTER AND PAVEMENT TIES
08E09	SILT FENCE
08E10	INLET PROTECTION, TYPES A, B, C AND D
13C19-03	HMA LOGITUDINAL JOINTS
15C05-05	TRAFFIC CONTROL, ADVANCE WARNING SIGNS 40 MPH OR LESS TWO-WAY UNDIVIDED ROAD OPEN TO TRAFFIC
15C07-a-c	PAVEMENT MARKING SYMBOLS, WORDS, ARROWS
15C08-a-d	PAVEMENT MARKING, MAINLINE AND TURN LANES
15C33	STOP LINE AND CROSS WALK PAVEMENT MARKINGS
15D20-a-c	TRAFFIC CONTROL SINGLE LANE CLOSURE

EROSION CONTROL NOTES

- CONTRACTOR TO INSTALL AND MAINTAIN EROSION CONTROL MEASURES AS INDICATED ON THIS PLAN AND PER THE LATEST WDNr TECHNICAL STANDARDS. TECHNICAL STANDARDS MAY BE VIEWED ONLINE AT: [HTTP://DNR.WI.GOV/RUNOFF/STORMWATER/TECHSTDS.HTM](http://DNR.WI.GOV/RUNOFF/STORMWATER/TECHSTDS.HTM)
- INLETS AND CATCH BASINS SHALL BE PROTECTED WITH INLET FILTERS THAT ARE PHASED IN WITH CONSTRUCTION TO REDUCE SEDIMENT FROM ENTERING THESE AREAS PER WDNr TECHNICAL STANDARD 1060 AS FOLLOWS:
 - ALL FABRIC BARRIERS SELECTED FOR INLET/CATCH BASIN PROTECTION DEVICES SHALL BE SELECTED FROM THE LIST OF APPROVED FABRICS CERTIFIED FOR INLET PROTECTION, GEOTEXTILE FABRIC, TYPE FF IN THE CURRENT EDITION OF THE WDOT PRODUCT ACCEPTABILITY LIST, TO OBTAIN THE PAL, PLEASE REFER TO THIS WEBSITE: [HTTP://WWW.DOT.WISCONSIN.GOV/BUSINESS/ENGRSERV/PAL.HTM](http://www.dot.wisconsin.gov/business/engrserv/pal.htm)
 - INLET PROTECTION SHALL BE AT A MINIMUM INSPECTED WEEKLY AND WITHIN 24 HOURS AFTER EVERY PRECIPITATION EVENT OF 1/2 INCH OR GREATER DURING A 24-HOUR PERIOD.
 - PLACEMENT OF SPOIL MATERIAL, DEBRIS, SOILS, ETC. ON TOP OF INLETS/CATCH BASINS, EVEN IF TEMPORARY, IS STRICTLY DISCOURAGED AND PROHIBITED.
 - SEDIMENT DEPOSITS SHALL BE REMOVED AND THE INLET PROTECTION DEVICE RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED BETWEEN 1/3 TO 1/2 THE DESIGN DEPTH OF THE DEVICE, OR WHEN THE DEVICE IS NO LONGER FUNCTIONING PER MANUFACTURER'S SPECIFICATIONS. ALL SEDIMENT COLLECTED SHALL BE PROPERLY DISPOSED OF TO PREVENT DISCHARGE INTO AREA WATERWAYS AND WETLANDS.
 - DUE CARE SHALL BE TAKEN TO ENSURE SEDIMENT DOES NOT FALL INTO THE INLETS/CATCH BASINS AND IMPEDE THE INTENDED FUNCTION OF THE DEVICE. ANY MATERIAL FALLING INTO THE INLET/CATCH BASIN SHALL BE REMOVED AND PROPERLY DISPOSED OF PER NOTE D ABOVE.
 - INLET FILTERS MAY BE REMOVED AND PROPERLY DISPOSED OF UPON COMPLETION OF CONSTRUCTION, HAULING OR MOVEMENT OF CONSTRUCTION EQUIPMENT THROUGHOUT THE SITE, AND ONCE THE SITE IS ADEQUATELY STABILIZED, UNLESS AS OTHERWISE NOTIFIED BY THE WDNr.
- THE CONSTRUCTION SITE PERIMETER AND TOPSOIL STOCKPILE AREA SHALL BE PROTECTED WITH SILT FENCE AS SHOWN ON THE PLAN SHEET PRIOR TO THE START OF CONSTRUCTION TO INTERCEPT AND REDUCE THE FLOW OF SEDIMENT-LADEN SHEET FLOW RUNOFF FROM THE CONSTRUCTION SITE PER WDNr TECHNICAL STANDARD 1056 AS FOLLOWS:
 - SILT FENCE ENDS SHALL BE EXTENDED UPSLOPE TO PREVENT WATER FROM FLOWING AROUND THE ENDS OF THE FENCE AS SHOWN ON THE PLAN SHEET.
 - INSTALLED SILT FENCE SHALL BE A MINIMUM 14 INCHES HIGH AND SHALL NOT EXCEED 28 INCHES IN HEIGHT MEASURED FROM THE INSTALLED GROUND ELEVATION.
 - SILT FENCE SHALL BE SUPPORTED BY EITHER STEEL OR WOOD SUPPORT POSTS.
 - THE MAXIMUM SPACING OF POSTS FOR NONWOVEN SILT FENCE SHALL BE 3 FEET OR FOR WOVEN FABRIC 8 FEET.
 - SILT FENCE SHALL HAVE A SUPPORT CORD AT THE TOP OF THE FENCE.
 - WHERE JOINTS ARE NEEDED, EACH END OF THE FABRIC SHALL BE SECURELY FASTENED TO A POST. THE POSTS SHALL BE WRAPPED AROUND EACH OTHER TO PRODUCE A STABLE AND SECURE JOINT OR SHALL BE OVERLAPPED THE DISTANCE BETWEEN TWO POSTS.
 - A MINIMUM OF 20 INCHES OF THE POSTS SHALL EXTEND INTO THE GROUND AFTER INSTALLATION.
 - SILT FENCE SHALL BE ANCHORED BY SPREADING AT LEAST 8 INCHES OF THE FABRIC IN A 4 INCH WIDE BY 6 INCH DEEP TRENCH, OR 6 INCH DEEP V-TRENCH ON THE UPSLOPE SIDE OF THE FENCE. THE TRENCH SHALL BE BACKFILLED AND COMPACTED. TRENCHES SHALL NOT BE EXCAVATED ANY WIDER OR DEEPER THAN NECESSARY FOR PROPER INSTALLATION.
 - ON THE TERMINAL ENDS OF THE SILT FENCE THE FABRIC SHALL BE WRAPPED AROUND THE POST SUCH THAT THE STAPLES ARE NOT VISIBLE.
 - GEOTEXTILE FABRIC SPECIFICATIONS SHALL MEET VALUES ESTABLISHED IN TECHNICAL STANDARD 1056.
 - SILT FENCE SHALL BE REMOVED ONCE THE SITE IS ADEQUATELY STABILIZED.
 - WHEN PLACING SILT FENCE NEAR TREES, CARE SHALL BE TAKEN TO MINIMIZE DAMAGE TO THE ROOT SYSTEM BY AVOIDING COMPACTION AND ROOT CUTTING WITHIN 1.5 FEET MULTIPLIED BY THE INCH DIAMETER OF THE TREE.
 - THE CONTRACTOR MAY FURTHER STRENGTHEN THE SILT FENCE BY USING HAY BALES ON THE DOWN SLOPE SIDE AS NEEDED.
 - SILT FENCE SHALL AT A MINIMUM BE INSPECTED WEEKLY AND WITHIN 24 HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 1/2 INCH OF RAIN OR MORE DURING A 24 HOUR PERIOD.
 - DAMAGED OR DECOMPOSED SILT FENCE, UNDERCUTTING, OR FLOW CHANNELS AROUND THE END OF BARRIERS SHALL BE REPAIRED OR CORRECTED.
 - SEDIMENT SHALL BE PROPERLY DISPOSED OF ONCE THE DEPOSITS REACH 1/2 THE HEIGHT OF THE FENCE TO PREVENT DISCHARGE INTO AREA WATERWAYS AND WETLANDS.
- A COPY OF EROSION CONTROL INSPECTION REPORTS AND THE APPROVED EROSION CONTROL PLANS SHALL BE KEPT ON SITE.
- CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL PRACTICES BY THE END OF EACH WORKDAY.
- LOCAL ROADS SHALL BE CLEAN BY THE END OF EACH WORKDAY. CONTRACTOR SHALL HAVE LOCAL ROADS SWEEPED WHERE SEDIMENT ACCUMULATES.

7. SEEDING AND/OR SODDING TECHNIQUES SHALL BE USED AT AREAS OF EXPOSED SOIL WHERE THE ESTABLISHMENT OF VEGETATION IS DESIRED. TEMPORARY SEEDING APPLIES TO DISTURBED AREAS THAT WILL NOT BE BROUGHT TO FINAL GRADE OR ON WHICH LAND-DISTURBING ACTIVITIES WILL NOT BE PERFORMED FOR A PERIOD GREATER THAN 30 DAYS, REQUIRING VEGETATIVE COVER FOR LESS THAN ONE YEAR. SEED AND EROSION MAT SHALL BE UTILIZED THROUGHOUT THE DURATION OF CONSTRUCTION TO ESTABLISH TEMPORARY VEGETATION TO HELP REDUCE EROSION PER WDNr TECHNICAL STANDARDS 1059 AND 1058 RESPECTIVELY AS FOLLOWS:

A. TEMPORARY SEEDING REQUIRES A SEEDBED OF LOOSE SOIL TO A MINIMUM DEPTH OF 2 INCHES.

B. FERTILIZER APPLICATION IS NOT GENERALLY REQUIRED FOR TEMPORARY SEEDING.

C. ALL SEED SHALL CONFORM TO THE REQUIREMENTS OF THE WISCONSIN STATE STATUTES AND OF THE ADMINISTRATIVE CODE CHAPTER ATCP 20.01 REGARDING NOXIOUS WEED SEED CONTENT AND LABELING. SEED SHALL NOT BE USED LATER THAN ONE YEAR AFTER THE TEST DATE ON THE LABEL.

D. IN THE SPRING AND SUMMER CONTRACTOR SHALL USE OATS APPLIED AT 131 LBS/ACRE FOR TEMPORARY SEEDING PURPOSES. IN THE FALL THE CONTRACTOR SHALL USE WINTER WHEAT APPLIED AT 131 LBS/ACRE. NO MULCH SHALL BE USED ON THIS PROJECT. DORMANT SEED SHALL BE USED WHEN SOIL TEMPERATURE IS CONSISTENTLY BELOW 53 DEGREES FAHRENHEIT (TYPICALLY OCT. 15 UNTIL SNOW COVER ANNUALLY). NEVER PLACE SEED ON TOP OF SNOW. IF COVER IS NEEDED AFTER SNOW FALL, CONTRACTOR MAY CHOOSE TO USE A DRY, NONTOXIC TYPE B SOIL STABILIZER PER MANUFACTURER'S SPECIFICATIONS AS REQUIRED BY THE WDNr. SOIL STABILIZERS SHALL NOT BE USED WITHIN 30 FEET OF WETLANDS OR WATERS.

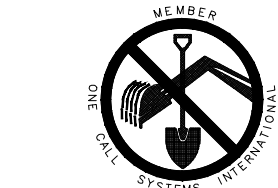
E. SEEDING SHALL NOT TAKE PLACE WHEN THE SOIL IS TOO WET.

F. CONTRACTOR MAY CONSIDER WATERING TO HELP ESTABLISH THE SEED. WATER APPLICATION RATES SHALL BE CONTROLLED TO HELP PREVENT RUNOFF AND EROSION.

G. DURING CONSTRUCTION, AREAS THAT HAVE BEEN SEEDED AND MATTED SHALL AT A MINIMUM BE INSPECTED WEEKLY AND WITHIN 24 HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 1/2 INCH OF RAIN OR MORE DURING A 24 HOUR PERIOD. INSPECT WEEKLY DURING THE GROWING SEASON UNTIL VEGETATION IS DENSELY ESTABLISHED OR THE SOD IS PLACED. REPAIR AND RESEED/RESOD AREAS THAT HAVE EROSION DAMAGE AS NECESSARY.

H. CONTRACTOR IS TO LIMIT VEHICLE TRAFFIC AND OTHER FORMS OF COMPACTION IN AREAS THAT ARE SEEDED AS MUCH AS POSSIBLE. RESEED DRIVEN OVER AREAS AS NEEDED.

I. THIS PROJECT SHALL USE URBAN CLASS I, TYPE B (NON-NETTED) EROSION MATTING INSTALLED IN PLACE OF MULCH. FOLLOW MANUFACTURER'S RECOMMENDATIONS FOR INSTALLATION.



TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN

UTILITIES

AT&T
MIKE VAN BOVEN
MV3658@att.com
OFFICE (262)-636-0514
MOBILE (262)-676-3958

ALLIANT ENERGY
CURT EILERTSON
curtseilertson@alliantenergy.com
EMERGENCY 1-800-261-5325
DIRECT (262)-741-0935

TIME WARNER CABLE
STEVE STORM
Wis.engineering@twcable.com
OFFICE (414)-908-4789

WE-ENERGIES - GAS
SCOTT HOLSTEIN
Scott.Holstein@we-energies.com
EMERGENCY 1-800-261-5325
DIRECT (262)-763-1084

CITY OF LAKE GENEVA-
WATER UTILITY
JOSH GAJEWSKI
UTILITY DIRECTOR
jjgajewski@utilities.org
(262)-248-2311 xt. 403

CITY OF LAKE GENEVA-DPW
TOM EARLE
DIRECTOR OF PUBLIC WORKS
tearle@cityoflakegeneva.com
(262)-248-6644

CALL DIGGERS HOTLINE

1-800-242-8511

TOLL FREE

TELEFAX 1-800-338-3860

TDD(FOR HEARING IMPAIRED)1-800-542-2289

WISCONSIN STATUTE 182.0175 (1974)
REQUIRES MINIMUM OF 3 WORK DAYS



1224 S. Pine Street
Burlington, Wisconsin
53105

kapurinc.com

PROJECT:

2023 LAKE GENEVA
STREET PROGRAM

LOCATION:

CITY OF LAKE
GENEVA,
WALWORTH
COUNTY

CLIENT:



RELEASE:

BID PLANS

REVISIONS:

#	DATE	DESCRIPTION

NORTH ARROW:



SCALE: NO SCALE

SEAL:



all in 4-6-23

SHEET:

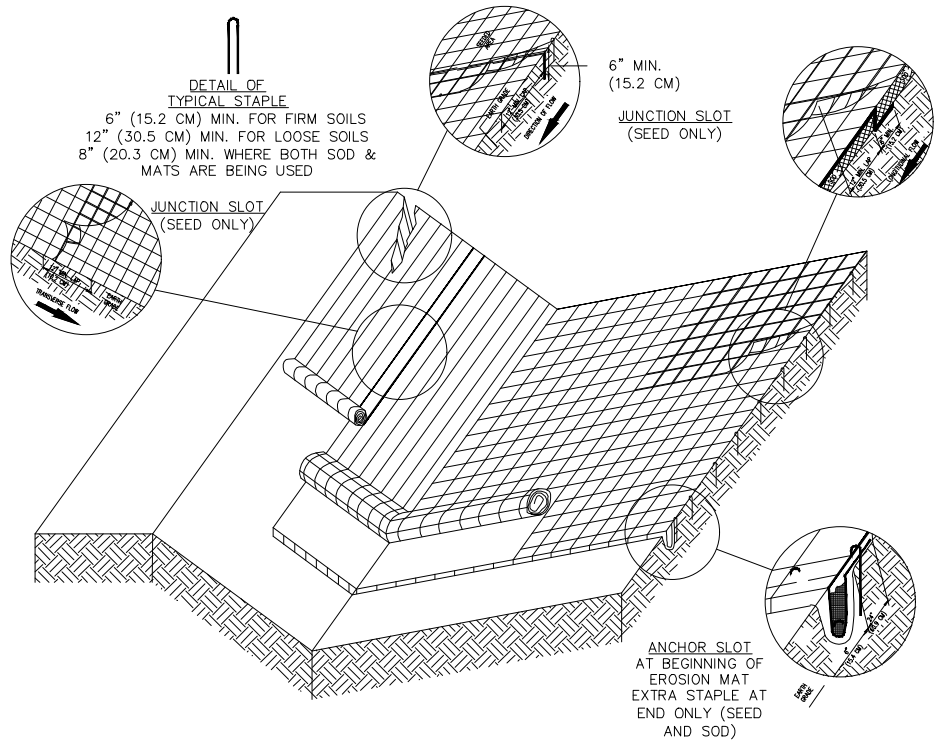
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PROJECT MANAGER:	NR
PROJECT NUMBER:	23.0150
DATE:	04-06-2023

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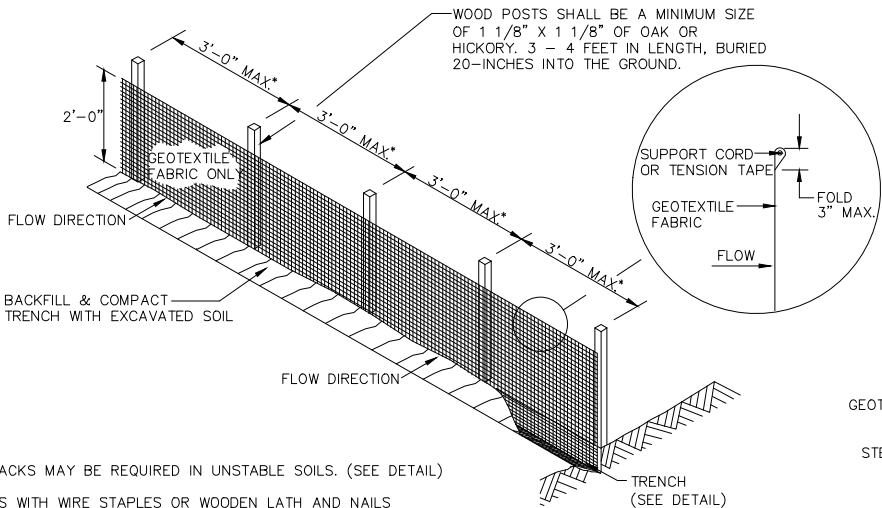
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GENERAL NOTES:
DETAILS OF CONSTRUCTION MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND THE APPLICABLE SPECIAL PROVISIONS.
VARIATIONS IN THE DIMENSIONS OR MATERIALS SHOWN HEREON SHALL BE PERMITTED IF THEY PROVIDE EQUIVALENT PROTECTION AND MATERIAL STRENGTH AND IF PRIOR APPROVAL OF THE ENGINEER IS OBTAINED.
LAP JOINTS SHALL NOT BE PLACED IN THE BOTTOM OF V-SHAPED DITCHES.
JUNCTION SLOTS ON ADJACENT STRIPS OF MATTING SHALL BE STAGGERED A MINIMUM OF 4 FEET (1.219 M) APART.
EROSION MAT SHALL BE MEASURED AND PAID FOR IN ACCORDANCE WITH THE STANDARD SPECIFICATION.
EROSION MAT OVER SOD:
A. ONLY JUTE FABRIC WILL BE PERMITTED OVER SOD.
B. WOOD STAKES FOR SOD MAY BE OMITTED BY THE ENGINEER IF EXISTING SLOPE AND SOIL CONDITIONS SO WARRANT.
C. THE WIDTH OF EROSION MAT SHALL ALWAYS EXCEED THE SOD WIDTH.
EROSION MAT OVER SOD:
JUNCTION OR ANCHOR SLOTS SHALL BE AT MINIMUM INTERVALS OF 100 FEET (30.48 M) ON GRADES UP TO AND INCLUDING 3 PERCENT. AND 50 FEET (15.24 M) ON GRADES EXCEEDING 3 PERCENT.

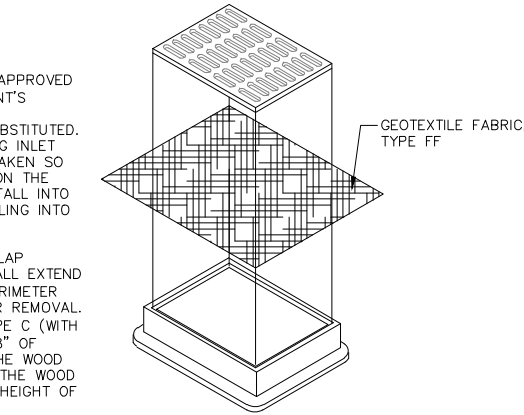
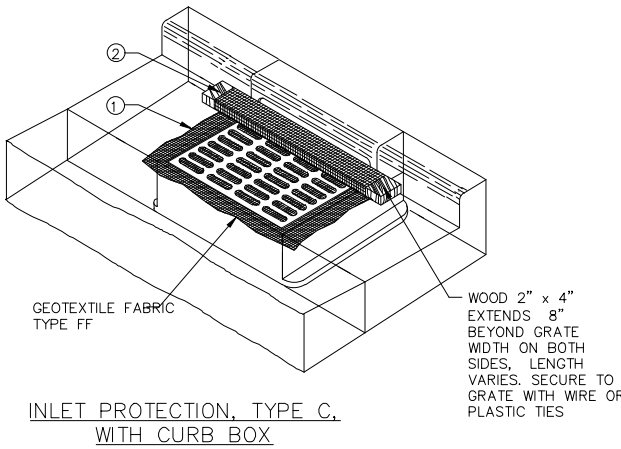
1 EROSION MAT
N.T.S.



GENERAL NOTES:
ADDITIONAL POST DEPTH OR TIE BACKS MAY BE REQUIRED IN UNSTABLE SOILS. (SEE DETAIL)
ATTACH THE FABRIC TO THE POSTS WITH WIRE STAPLES OR WOODEN LATH AND NAILS
*8'-0" POST SPACING ALLOWED IF A WOVEN GEOTEXTILE FABRIC IS USED.
IF POSSIBLE, CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL TO AVOID JOINTS. IF A JOINT IS NECESSARY, USE ONE OF THE FOLLOWING METHODS:
(1) TWIST METHOD: OVERLAP END POSTS & TWIST AT LEAST 180 DEGREES.
(2) HOOK METHOD: HOOK THE END OF EACH SILT FENCE LENGTH.

AXONOMETRIC VIEW

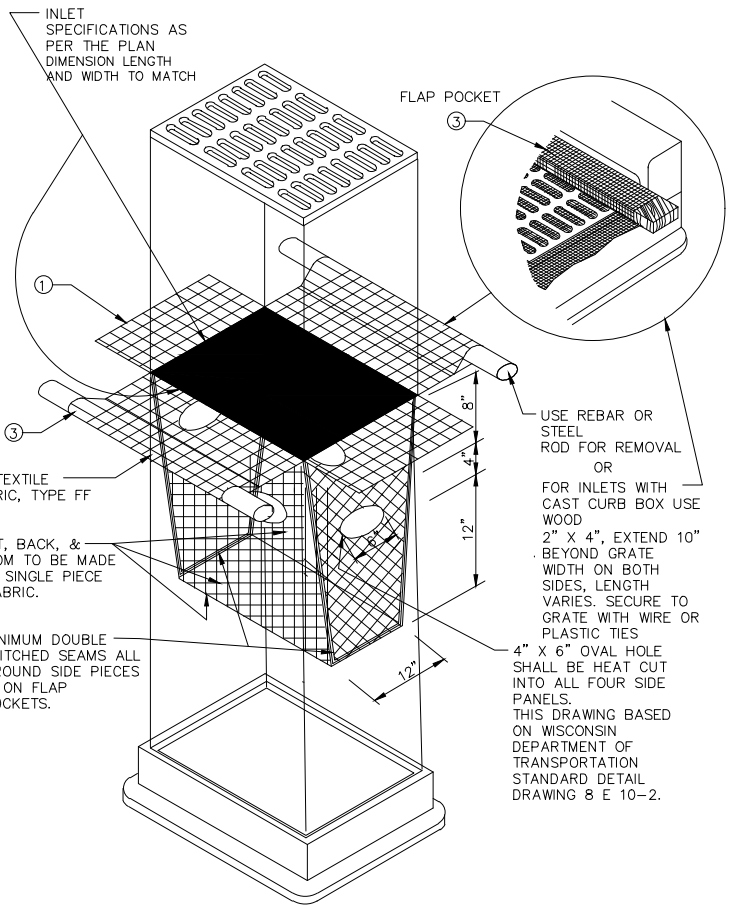
3 SILT FENCE
N.T.S.



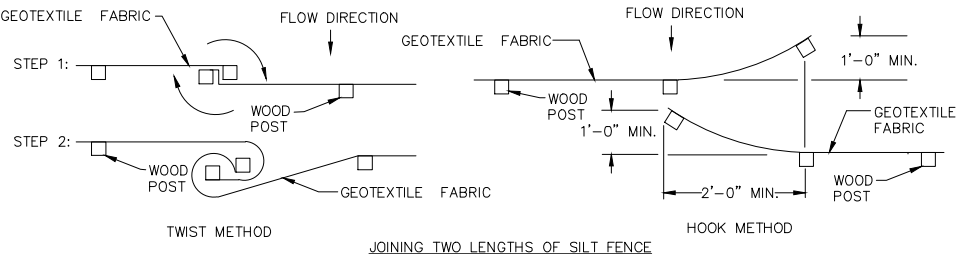
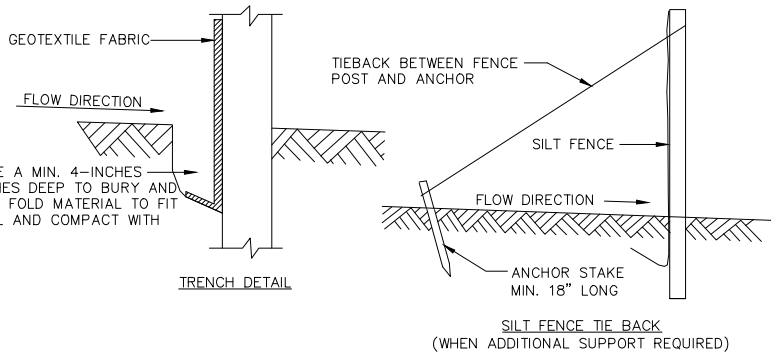
INLET PROTECTION,
TYPE B, WITHOUT
CURB BOX
(CAN BE INSTALLED
IN ANY INLET
WITHOUT A CURB
BOX)

INSTALLATION NOTES

TYPE B & C
TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE. THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEWN FLAP, HAND HOLDS OR OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.
TYPE D
DO NOT INSTALL INLET PROTECTION TYPE D IN INLETS SHALLOWER THAN 30", MEASURED FROM THE BOTTOM OF THE INLET TO THE TOP OF THE GRATE.
TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE. THE INSTALLED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE, BETWEEN THE INLET WALLS AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES, OF 3".
WHERE NECESSARY THE CONTRACTOR SHALL CINCH THE BAG, USING PLASTIC ZIP TIES, TO ACHIEVE THE 3" CLEARANCE. THE TIES SHALL BE PLACED AT A MAXIMUM OF 4" FROM THE BOTTOM OF THE BAG.



INLET PROTECTION, TYPE D,
(CAN BE INSTALLED IN ANY
INLET TYPE, WITH OR WITHOUT
A CURB BOX)



JOINING TWO LENGTHS OF SILT FENCE



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PROJECT:

2023 LAKE GENEVA
STREET PROGRAM

LOCATION:

CITY OF LAKE
GENEVA,
WALWORTH
COUNTY

CLIENT:



RELEASE:

BID PLANS

REVISIONS:

#	DATE	DESCRIPTION

NORTH ARROW:



SCALE: NO SCALE

SEAL:



all in 4-6-23

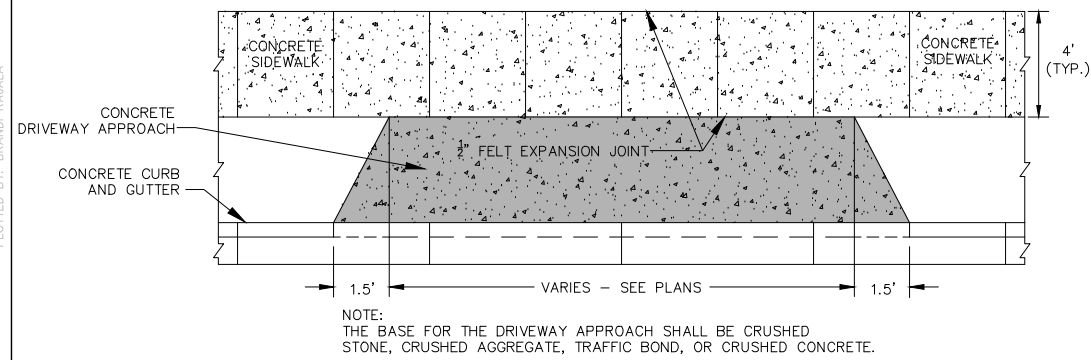
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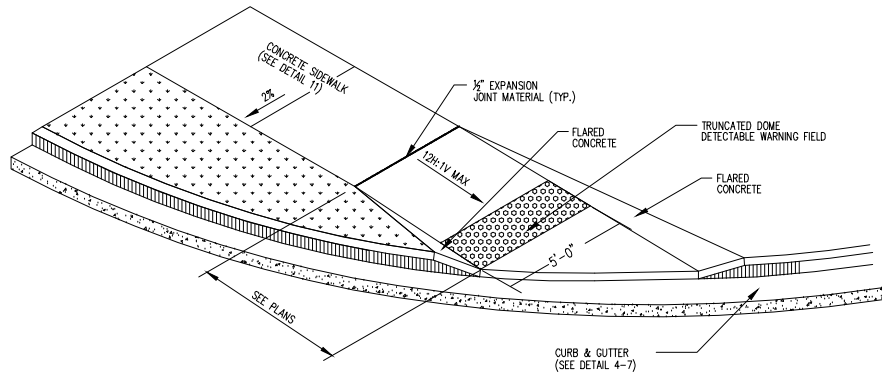
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PROJECT NUMBER: 23.0150
DATE: 04-06-2023

SHEET NUMBER:

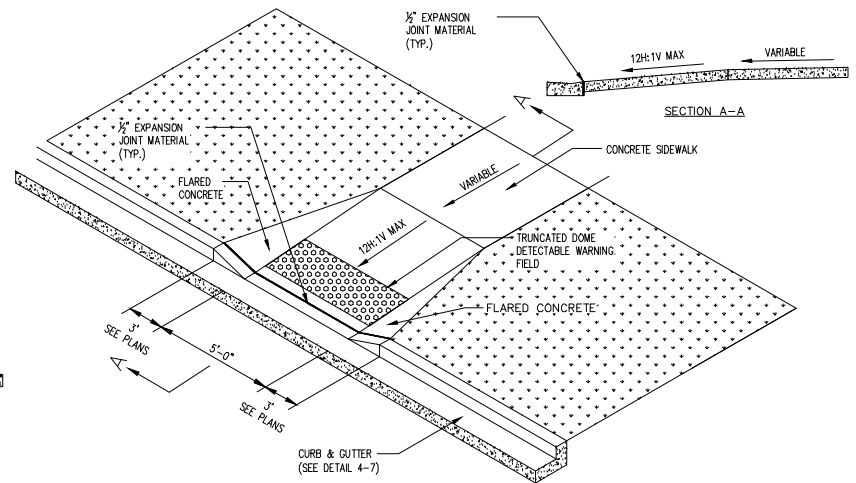
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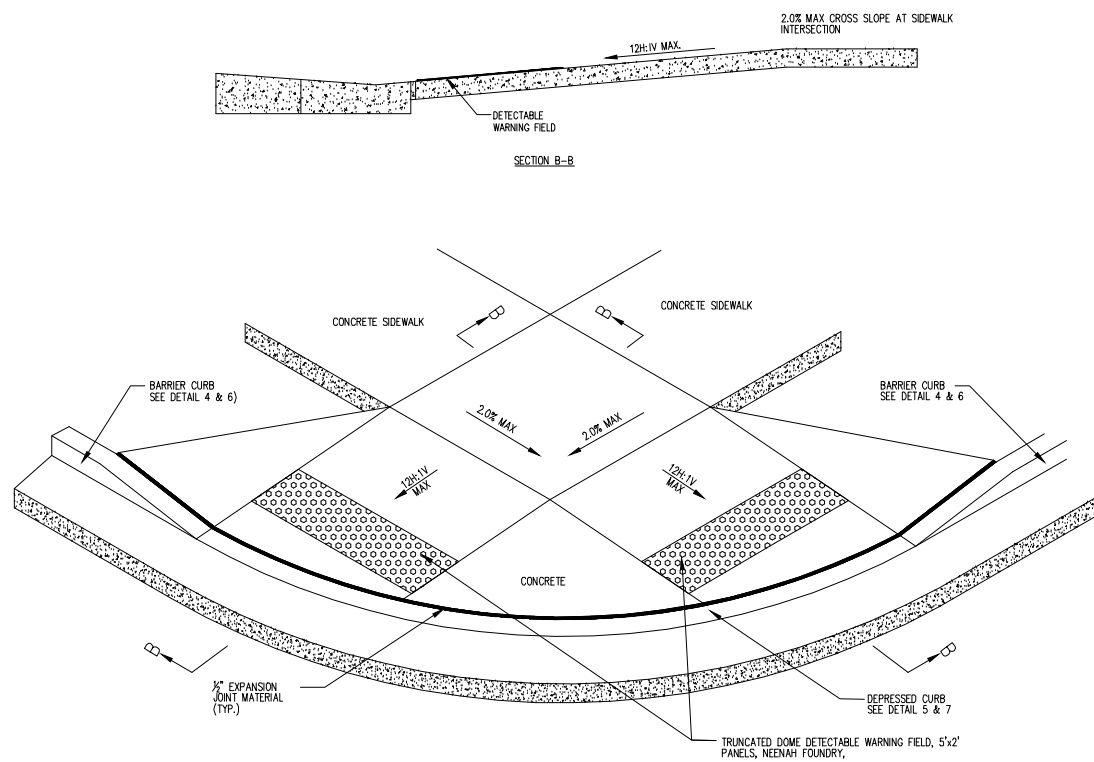
13 STANDARD CONCRETE DRIVEWAY
N.T.S.



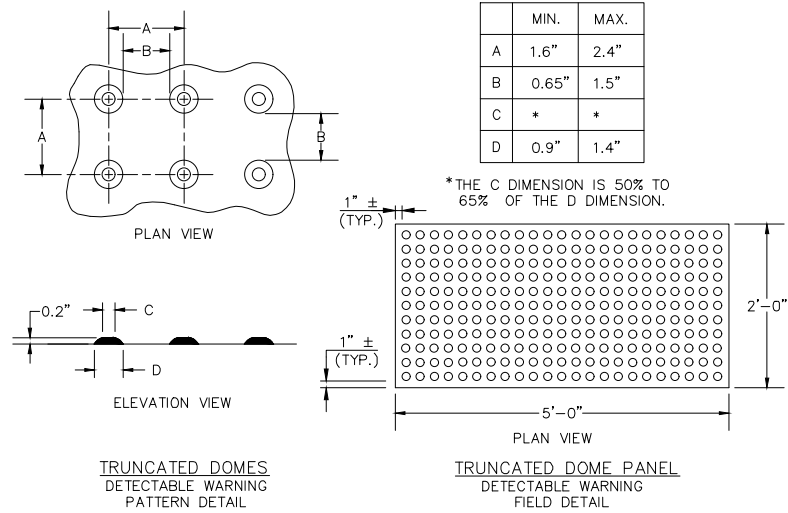
14 ACCESSIBILITY RAMP DETAIL WITH TRUNCATED
N.T.S. DOME DETECTABLE WARNING FIELD



15 ACCESSIBILITY RAMP DETAIL WITH TRUNCATED
N.T.S. DOME DECTECTABLE WARNING FIELD



16 ACCESSIBILITY RAMP DETAIL WITH TRUNCATED
N.T.S. DOME DETECTABLE WARNING FIELD



GENERAL NOTES

TRUNCATED DOME DETECTABLE WARNING FIELD SHALL CONSIST OF CAST IRON PLATES WITH A FEDERAL YELLOW POWDER-COATED FINISH, SUCH AS THOSE MANUFACTURED BY NEEHAH FOUNDRY. IF 24"x60" PLATES ARE NOT AVAILABLE, TWO 24"x30" PLATES SHALL BE USED. THE DETECTABLE WARNING FIELD SHALL BE LOCATED SO THAT IT IS CENTERED IN THE CURB RAMP WITH THE EDGE NEAREST THE BACK OF CURB A MINIMUM OF 6" AND A MAXIMUM OF 8" AWAY FROM THE BACK OF CURB. IN LOCATIONS WHERE THE RAMP IS SKEWED TO THE CURB, THE DETECTABLE WARNING FIELD IS TO RUN PERPENDICULAR TO THE DIRECTION OF TRAVEL, WITH THE EDGE NEAREST THE BACK OF CURB 4" AWAY FROM THE BACK OF CURB.

17 TRUNCATED DOME DETECTABLE WARNING FIELD
N.T.S.

PROJECT:

2023 LAKE GENEVA
STREET PROGRAM

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CITY OF LAKE
GENEVA,
WALWORTH
COUNTY

CLIENT:



RELEASE:

BID PLANS

REVISIONS:

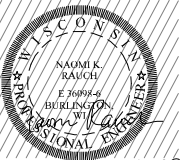
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NORTH ARROW:



SCALE: _____ NO SCALE

SEAL:



all in 4-6-23

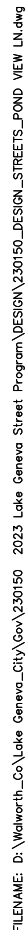
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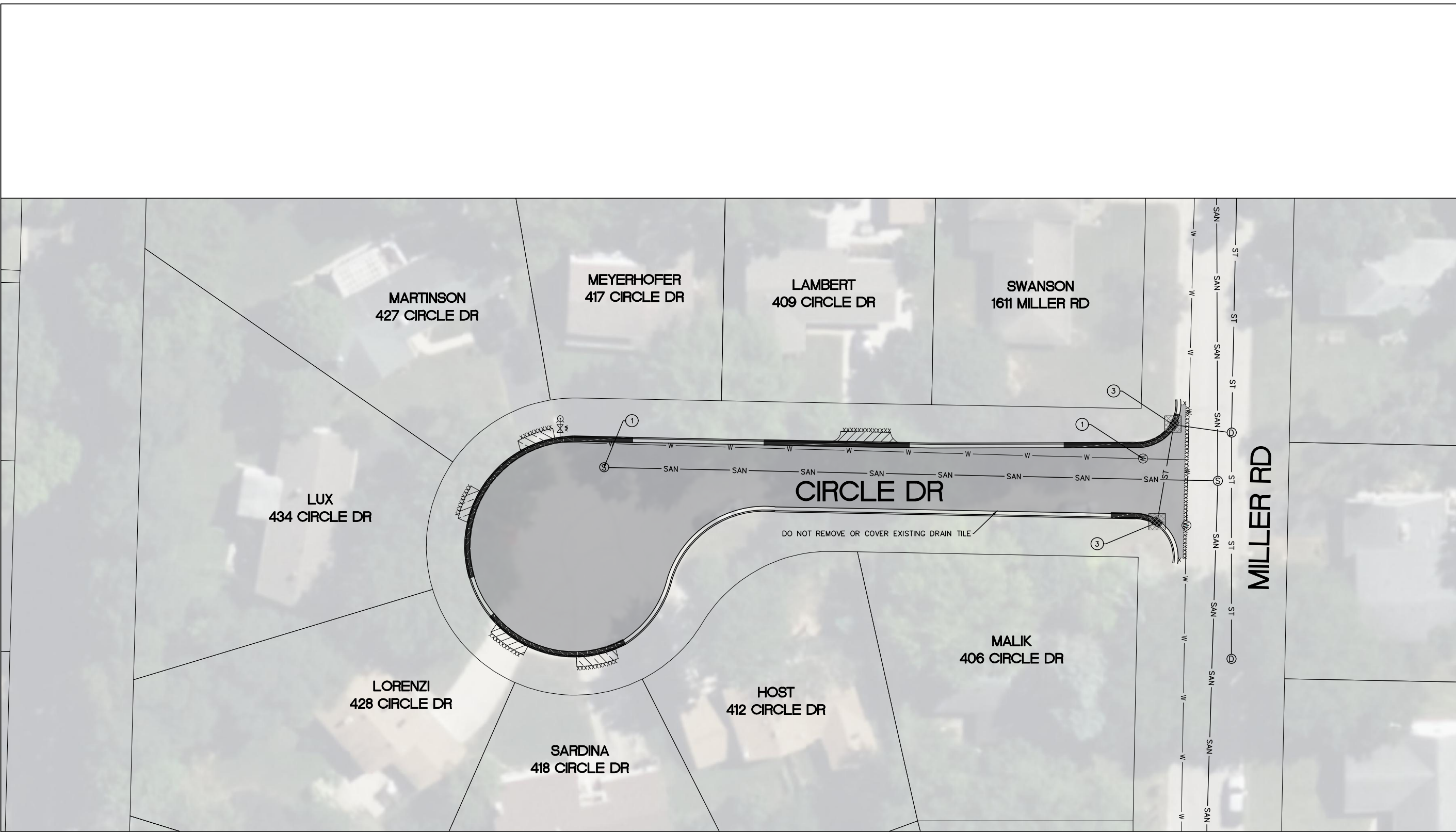
PROJECT MANAGER:	NR
PROJECT NUMBER:	23.0150
DATE:	04-06-2023

SHEET NUMBER:

1.4



FILENAME: D:\Walworth_Co\Lake_Geneva_City\Gov\230150 2023 Lake Geneva Street Program\DESIGN\230150_DESIGN_STREETS_CIRCLE_DR.dwg



- NOTES:
1. LOCATION AND ACCURACY OF EXISTING UTILITY INFORMATION IS APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF UTILITIES PRIOR TO CONSTRUCTION.
 2. MATCH EXISTING PAVEMENT ELEVATION AT ALL SAWCUT & PAVING LIMIT LOCATIONS UNLESS OTHERWISE NOTED.
 3. ALL CURB & GUTTER, SIDEWALK, AND DRIVE APPROACH REPLACEMENTS ARE APPROXIMATE (TO BE FIELD DETERMINED). REMOVE TO NEAREST JOINT
 4. EXISTING WATER VALVE BOXES TO BE ADJUSTED. INCIDENTAL TO ASPHALT PAVING.
 5. TRAFFIC CONTROL TO BE MAINTAINED AT ALL TIMES. MAINTAIN ACCESS FOR LOCAL TRAFFIC AT ALL TIMES. ACCESS TO SOME SIDE ROADS MAY BE TEMPORARILY CLOSED AS APPROVED BY ENGINEER. EMERGENCY ACCESS AVAILABLE AT ALL TIMES.
 6. INSTALL INLET PROTECTION WITHIN REASONABLE PROXIMITY TO PAVING LIMITS.

LEGEND	
	2" MILL AND OVERLAY (HMA TYPE 4LT)
	REMOVE AND REPLACE CONCRETE SIDEWALK (4" THICK, 6" THICK THRU DWAYS) OR DRIVEWAY (6" THICK) & BASE MATERIAL. EXISTING CONCRETE & BASE THICKNESS MAY VARY.
	REMOVE AND REPLACE ASPHALT DRIVEWAY. ASPHALT THICKNESS MAY VARY
	REMOVE AND REPLACE CURB AND GUTTER
	SILT FENCE (SEE DETAIL 3, SHEET 1.2)
	SAWING ASPHALT/CONCRETE, FINAL LOCATIONS TO BE DETERMINED BY ENGINEER IN FIELD.
	INSTALL INLET PROTECTION TYPE D (SEE DETAIL 2, SHEET 1.2)
	① ADJUST MANHOLE
	② ADJUST CURB BOX AND VALVE BOX
	③ ADJUST INLET



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PROJECT:

2023 LAKE GENEVA
STREET PROGRAM

LOCATION:

CITY OF LAKE
GENEVA,
WALWORTH
COUNTY

CLIENT:



RELEASE:

BID PLANS

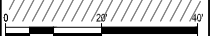
REVISIONS:

#	DATE	DESCRIPTION

NORTH ARROW:

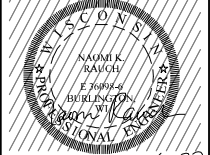


SCALE:



IF NOT ONE INCH ADJUST SCALE
ACCORDINGLY

SEAL:



all in 4-6-23

SHEET:

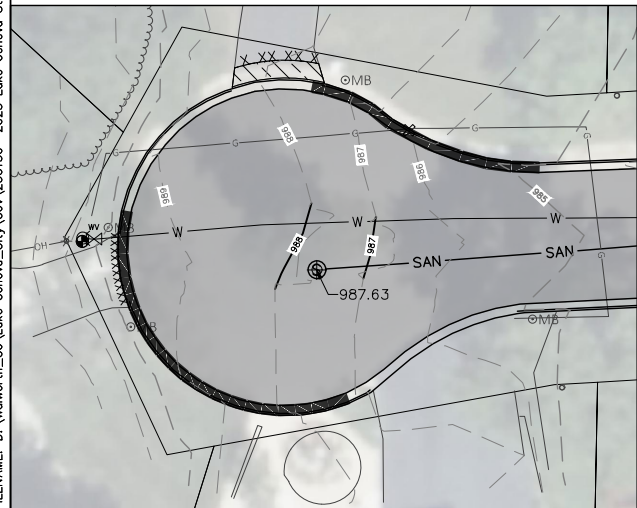
CIRCLE DR

PROJECT MANAGER: NR
PROJECT NUMBER: 23.0150
DATE: 04-06-2023

SHEET NUMBER:

3.0

1. LOCATION AND ACCURACY OF EXISTING UTILITY INFORMATION IS APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF UTILITIES PRIOR TO CONSTRUCTION.
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4. EXISTING WATER VALVE BOXES TO BE ADJUSTED. INCIDENTAL TO ASPHALT PAVING.
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LEGEND	
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	REMOVE AND REPLACE CURB AND GUTTER
	SILT FENCE (SEE DETAIL 3, SHEET 1.2)
..XXXXXXX	SAWING ASPHALT/CONCRETE. FINAL LOCATIONS TO BE DETERMINED BY ENGINEER IN FIELD.
	INSTALL INLET PROTECTION TYPE D (SEE DETAIL 2, SHEET 1.2)
	ADJUST MANHOLE
	ADJUST CURB BOX AND VALVE BOX
	ADJUST INLET



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PROJECT:

2023 LAKE GENEVA STREET PROGRAM

LOCATION:

CITY OF LAKE GENEVA,
WALWORTH COUNTY

CLIENT:



RELEASE:

BID PLANS

REVISIONS:

#	DATE	DESCRIPTION

NORTH ARROW:



SCALE:



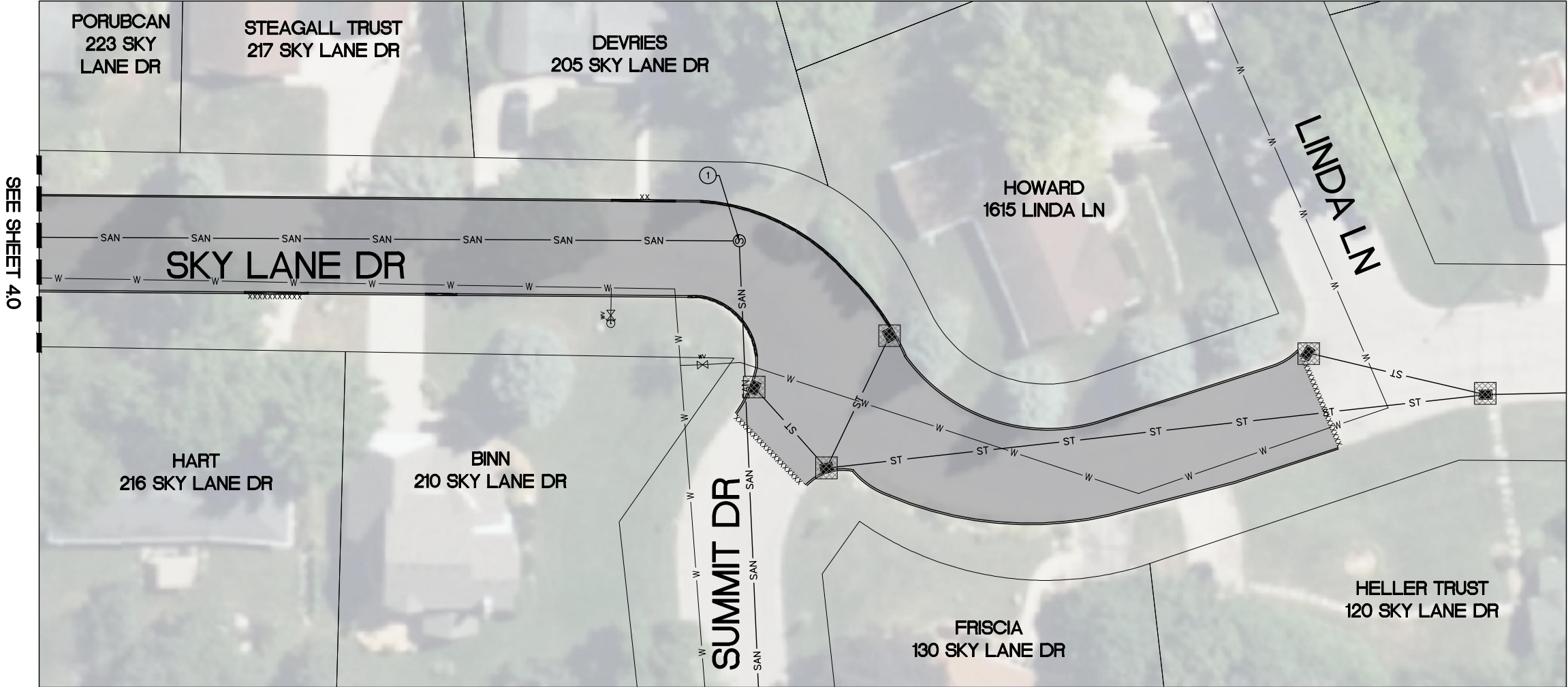
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SEAL:



all in 4-6-23

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- NOTES:
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	SAWING ASPHALT/CONCRETE. FINAL LOCATIONS TO BE DETERMINED BY ENGINEER IN FIELD.
	INSTALL INLET PROTECTION TYPE D (SEE DETAIL 2, SHEET 1.2)
	1 ADJUST MANHOLE
	2 ADJUST CURB BOX AND VALVE BOX
	3 ADJUST INLET



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PROJECT:

2023 LAKE GENEVA
STREET PROGRAM

LOCATION:

CITY OF LAKE
GENEVA,
WALWORTH
COUNTY

CLIENT:



RELEASE:

BID PLANS

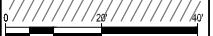
REVISIONS:

#	DATE	DESCRIPTION

NORTH ARROW:



SCALE:



IF NOT ONE INCH ADJUST SCALE
ACCORDINGLY

SEAL:



all in 4-6-23

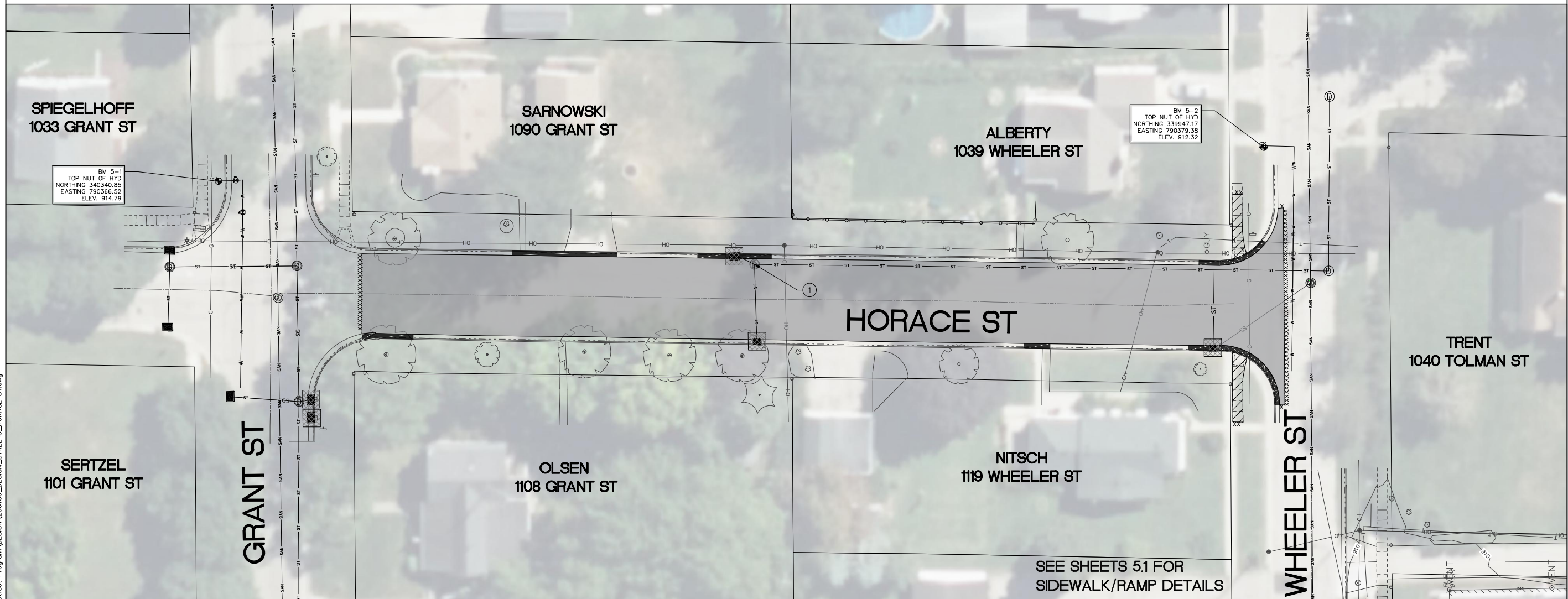
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SKY LANE DR

PROJECT MANAGER: NR
PROJECT NUMBER: 23.0150
DATE: 04-06-2023

SHEET NUMBER:

4.1

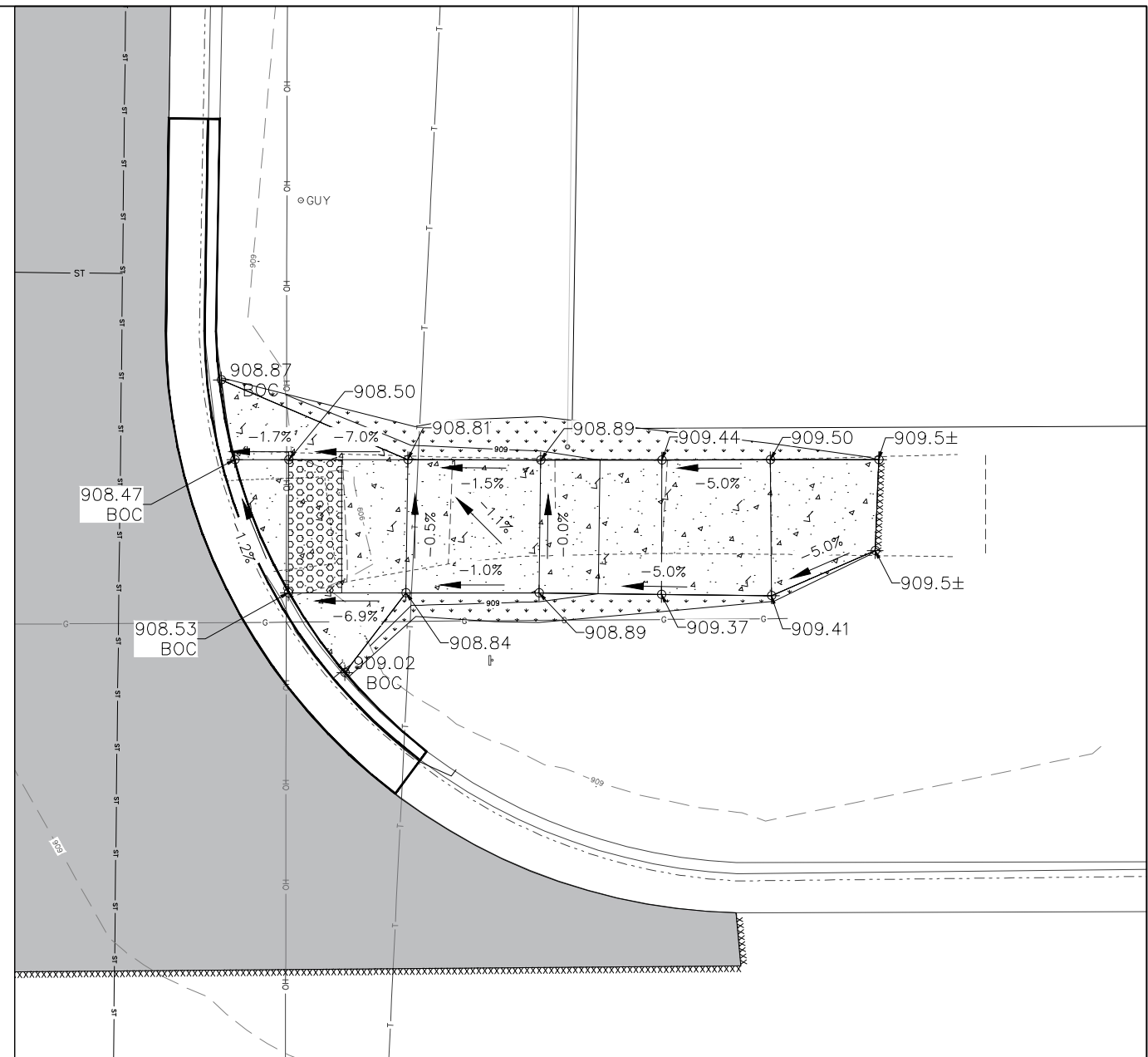
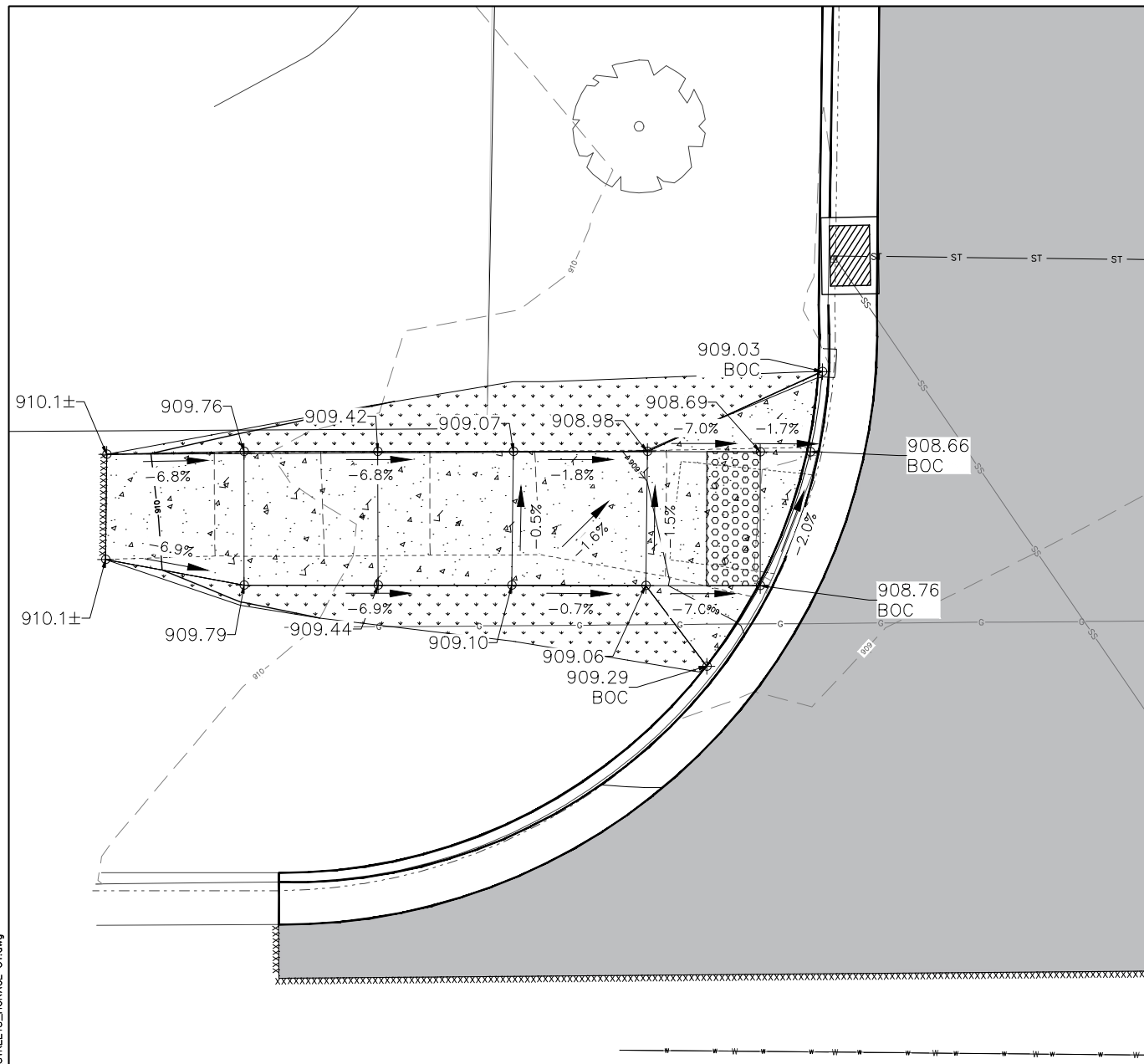
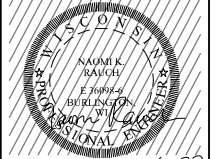
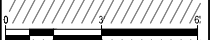


LEGEND

- | | | | |
|---|--|---|--|
|  | 2" MILL AND OVERLAY (HMA TYPE 4LT) |  | INSTALL INLET PROTECTION TYPE D
(SEE DETAIL 2, SHEET 1.2) |
|  | REMOVE AND REPLACE CONCRETE SIDEWALK (4" THICK,
6" THICK THRU DWAYS) OR DRIVEWAY. 6" THICK &
BASE MATERIAL. CONCRETE & BASE THICKNESS MAY
VARY. | ① | ADJUST MANHOLE |
|  | REMOVE AND REPLACE ASPHALT DRIVEWAY. ASPHALT
THICKNESS MAY VARY. | ② | ADJUST CURB BOX AND VALVE BOX |
|  | REMOVE AND REPLACE CURB AND GUTTER | ③ | ADJUST INLET |
|  | SILT FENCE (SEE DETAIL 3, SHEET 1.2) | | |
| .XXXXXXX | SAWING ASPHALT/CONCRETE. FINAL LOCATIONS TO BE
DETERMINED BY ENGINEER IN FIELD. | | |

NOTES:

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6. INSTALL INLET PROTECTION WITHIN REASONABLE PROXIMITY TO PAVING LIMITS.

[illegible]

LEGEND

	CONCRETE SIDEWALK (4")
	RESTORE AREAS WITH 4" TOPSOIL, SEED, AND FERTILIZER
 760.00	PROPOSED FINISH ELEVATIONS
 760.0±	MATCH EXISTING ELEVATIONS
 760	PROPOSED CONTOUR ELEVATIONS
 760	EXISTING CONTOUR ELEVATIONS

FILENAME: D:\Waltham_Co\Lake_Geneva_City\Gov\230150 2023 Lake Geneva Street Program\DESIGN\230150 DESIGN_STREETS_HENRY ST.dwg



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LEGEND

- | | | | |
|--|---|---|---|
| | 2" MILL AND OVERLAY (HMA TYPE 4LT) | | INSTALL INLET PROTECTION TYPE D (SEE DETAIL 2, SHEET 1.2) |
| | REMOVE AND REPLACE CONCRETE SIDEWALK (4" THICK, 6" THICK THRU DWAYS) OR DRIVEWAY (6" THICK) & BASE MATERIAL. EXISTING CONCRETE & BASE THICKNESS MAY VARY. | ① | ADJUST MANHOLE |
| | REMOVE AND REPLACE ASPHALT DRIVEWAY. ASPHALT THICKNESS MAY VARY | ② | ADJUST CURB BOX AND VALVE BOX |
| | REMOVE AND REPLACE CURB AND GUTTER | ③ | ADJUST INLET |
| | SILT FENCE (SEE DETAIL 3, SHEET 1.2) | | |
| | SAWING ASPHALT/CONCRETE, FINAL LOCATIONS TO BE DETERMINED BY ENGINEER IN FIELD. | | |



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53105

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PROJECT:

2023 LAKE GENEVA
STREET PROGRAM

LOCATION:

CITY OF LAKE
GENEVA,
WALWORTH
COUNTY

CLIENT:



RELEASE:

BID PLANS

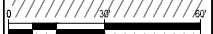
REVISIONS:

#	DATE	DESCRIPTION

NORTH ARROW:



SCALE:



IF NOT ONE INCH ADJUST SCALE
ACCORDINGLY

SEAL:



all in 4-6-23

SHEET:

HENRY ST

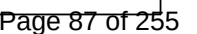
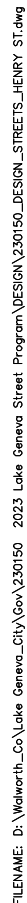
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PROJECT NUMBER: 23.0150
DATE: 04-06-2023

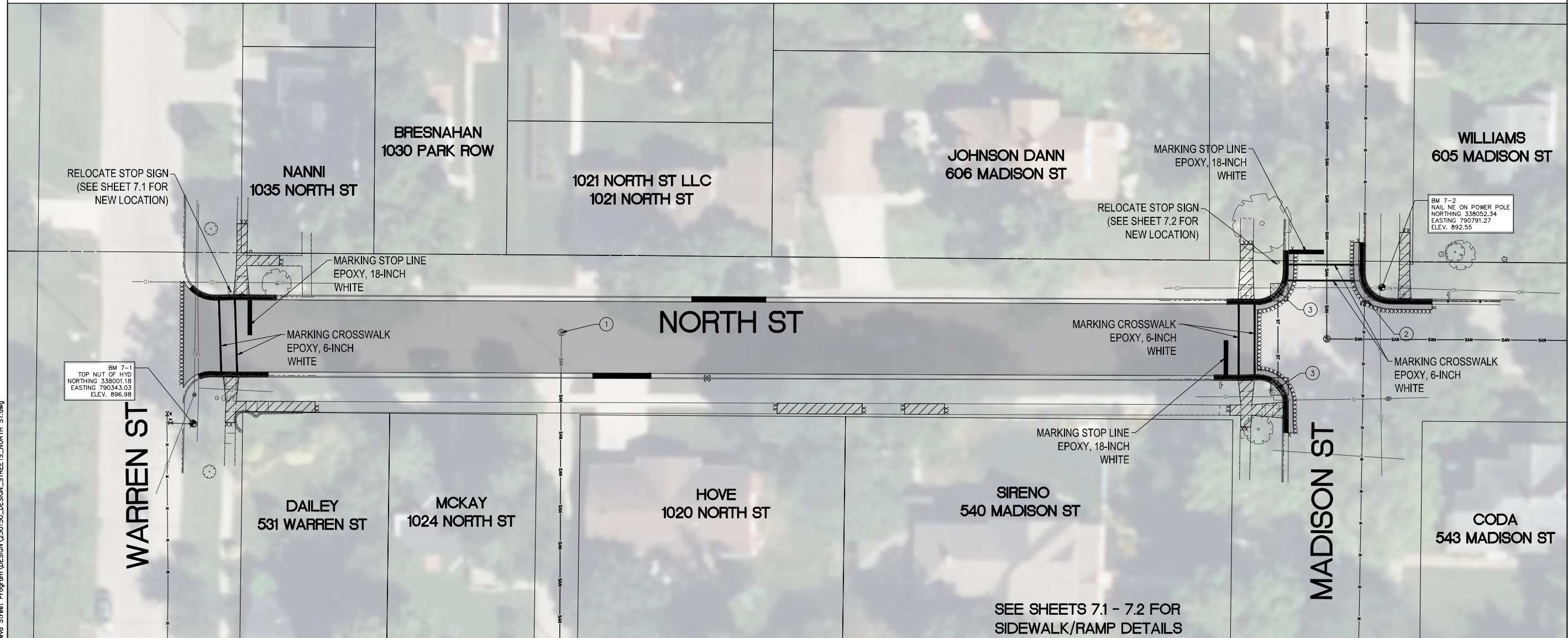
SHEET NUMBER:

6.0

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3. ALL CURB & GUTTER, SIDEWALK, AND DRIVE APPROACH REPLACEMENTS ARE APPROXIMATE (TO BE FIELD DETERMINED). REMOVE TO NEAREST JOINT
4. EXISTING WATER VALVE BOXES TO BE ADJUSTED, INCIDENTAL TO ASPHALT PAVING.
5. TRAFFIC CONTROL TO BE MAINTAINED AT ALL TIMES. MAINTAIN ACCESS FOR LOCAL TRAFFIC AT ALL TIMES. ACCESS TO SOME SIDE ROADS MAY BE TEMPORARILY CLOSED AS APPROVED BY ENGINEER. EMERGENCY ACCESS AVAILABLE AT ALL TIMES.
6. INSTALL INLET PROTECTION WITHIN REASONABLE PROXIMITY TO PAVING LIMITS.

	CONCRETE SIDEWALK (4")
	RESTORE AREAS WITH 4" TOPSOIL, SEED, FERTILIZER, AND EROSION MAT
	2" MILL AND OVERLAY (HMA TYPE 4LT)
	PROPOSED FINISH ELEVATIONS
	MATCH EXISTING ELEVATIONS
	PROPOSED CONTOUR ELEVATIONS
	EXISTING CONTOUR ELEVATIONS





NOTES:

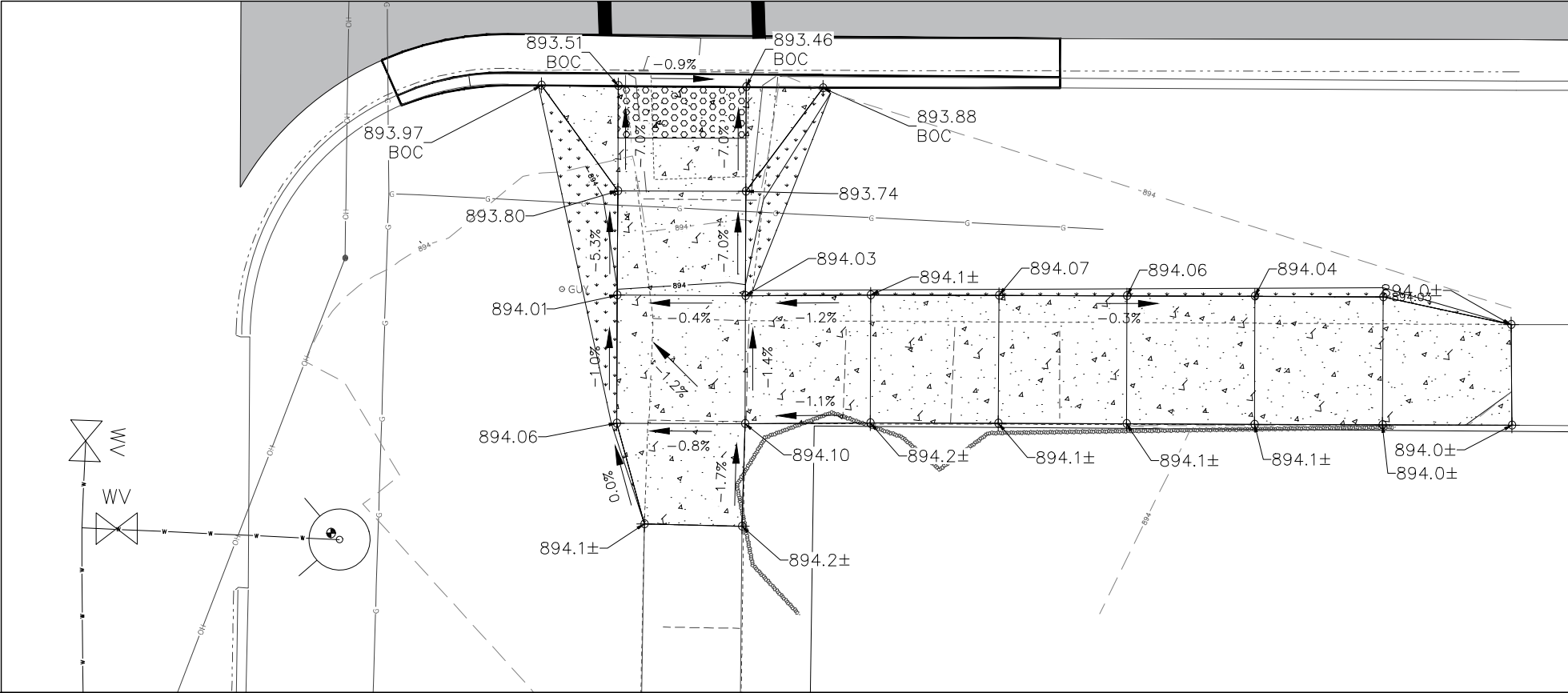
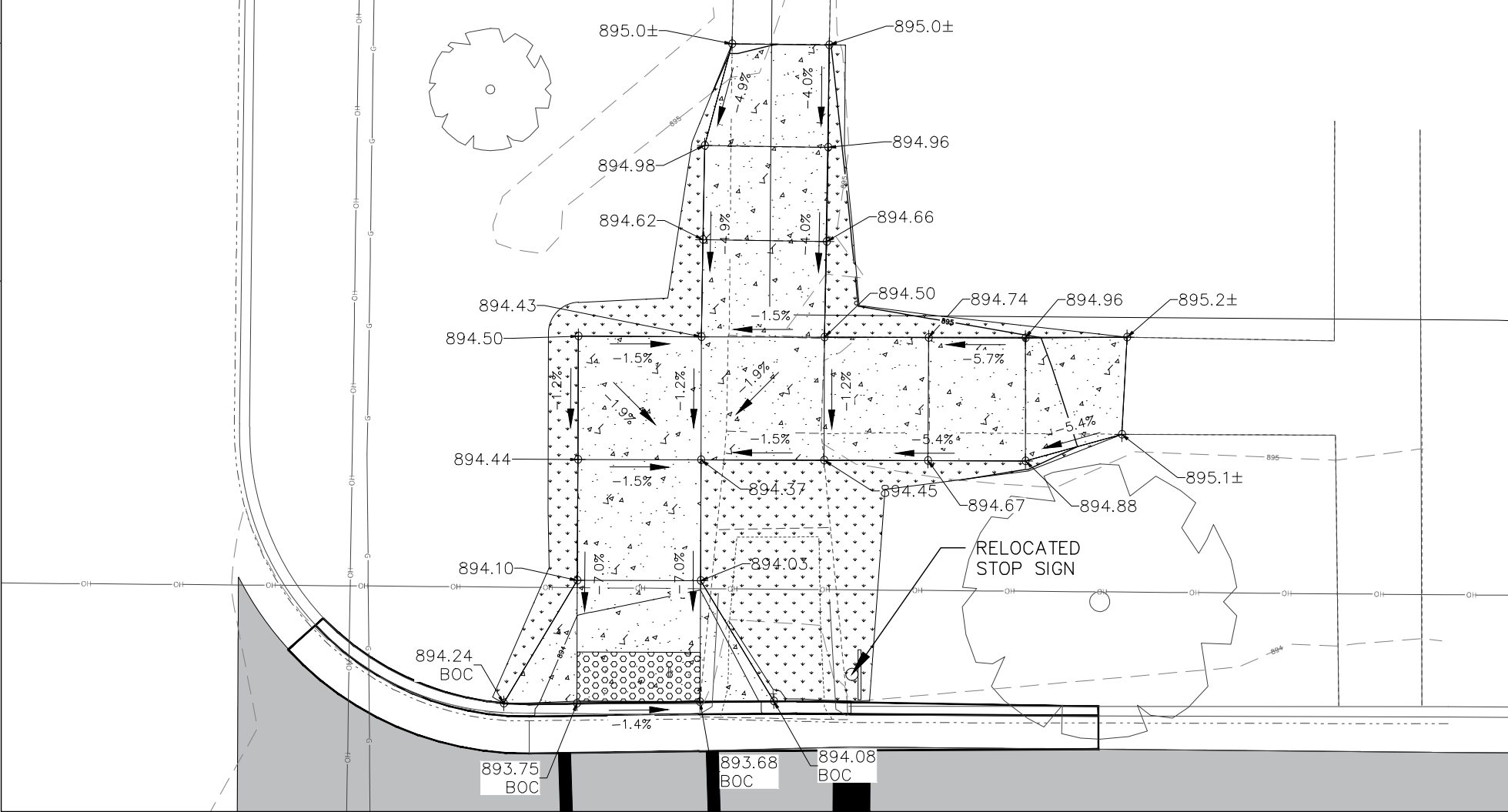
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6. INSTALL INLET PROTECTION WITHIN REASONABLE PROXIMITY TO PAVING LIMITS.

LEGEND

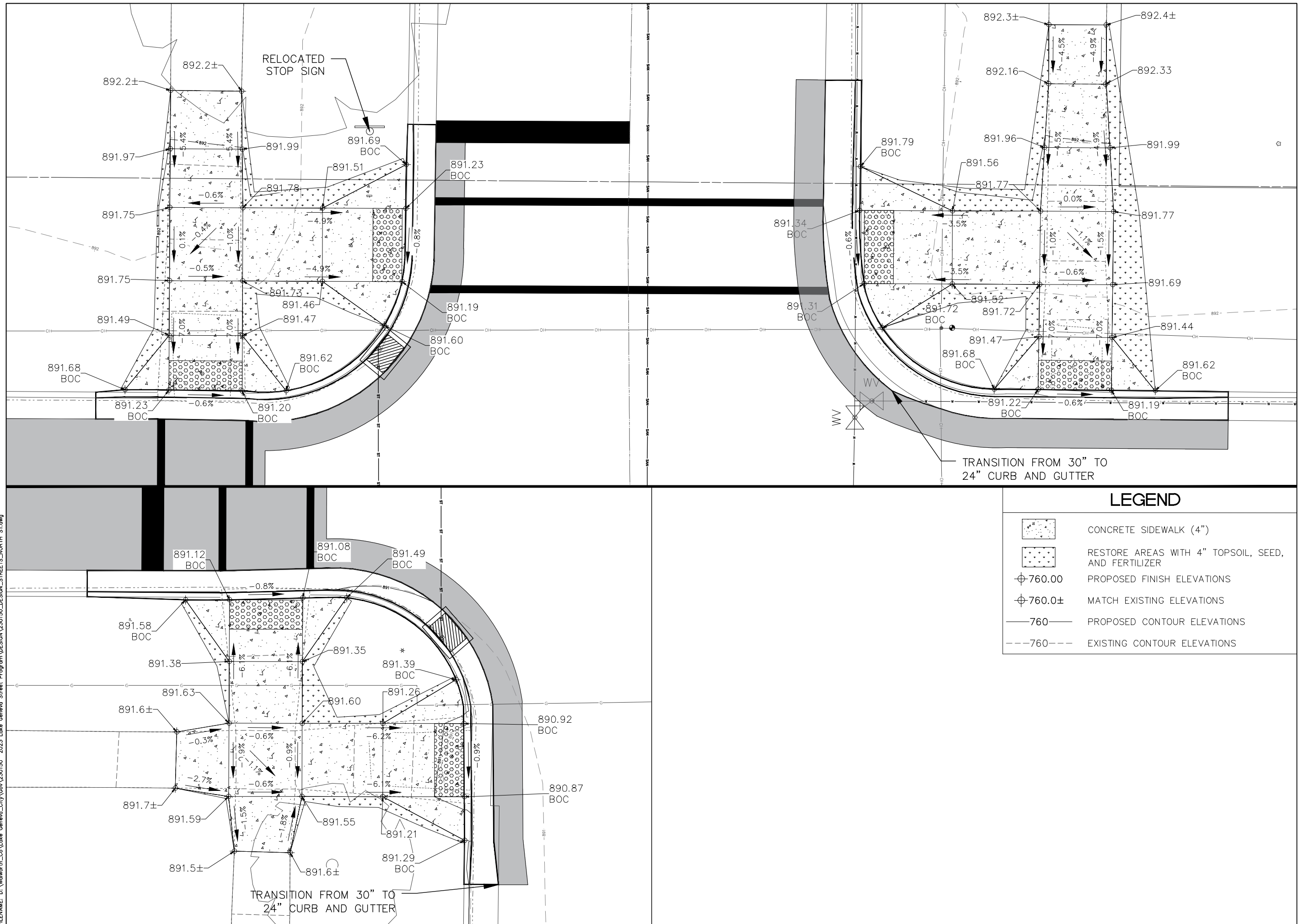
- | | | | |
|---|--|---|--|
|  | 2" MILL AND OVERLAY (HMA TYPE 4LT) |  | INSTALL INLET PROTECTION TYPE D
(SEE DETAIL 2, SHEET 1.2) |
|  | REMOVE AND REPLACE CONCRETE SIDEWALK (4" THICK,
6" TICK THRU DWAYS) OR DRIVEWAY (6" THICK) &
BASE MATERIAL. CONCRETE & BASE THICKNESS MAY
VARY. | ① | ADJUST MANHOLE |
|  | REMOVE AND REPLACE ASPHALT DRIVEWAY. ASPHALT
THICKNESS MAY VARY. | ② | ADJUST CURB BOX AND VALVE BOX |
|  | REMOVE AND REPLACE CURB AND GUTTER | ③ | ADJUST INLET |
|  | SILT FENCE (SEE DETAIL 3, SHEET 1.2) | | |
| .xxxxxxx | SAWING ASPHALT/CONCRETE. FINAL LOCATIONS TO BE
DETERMINED BY ENGINEER IN FIELD. | | |

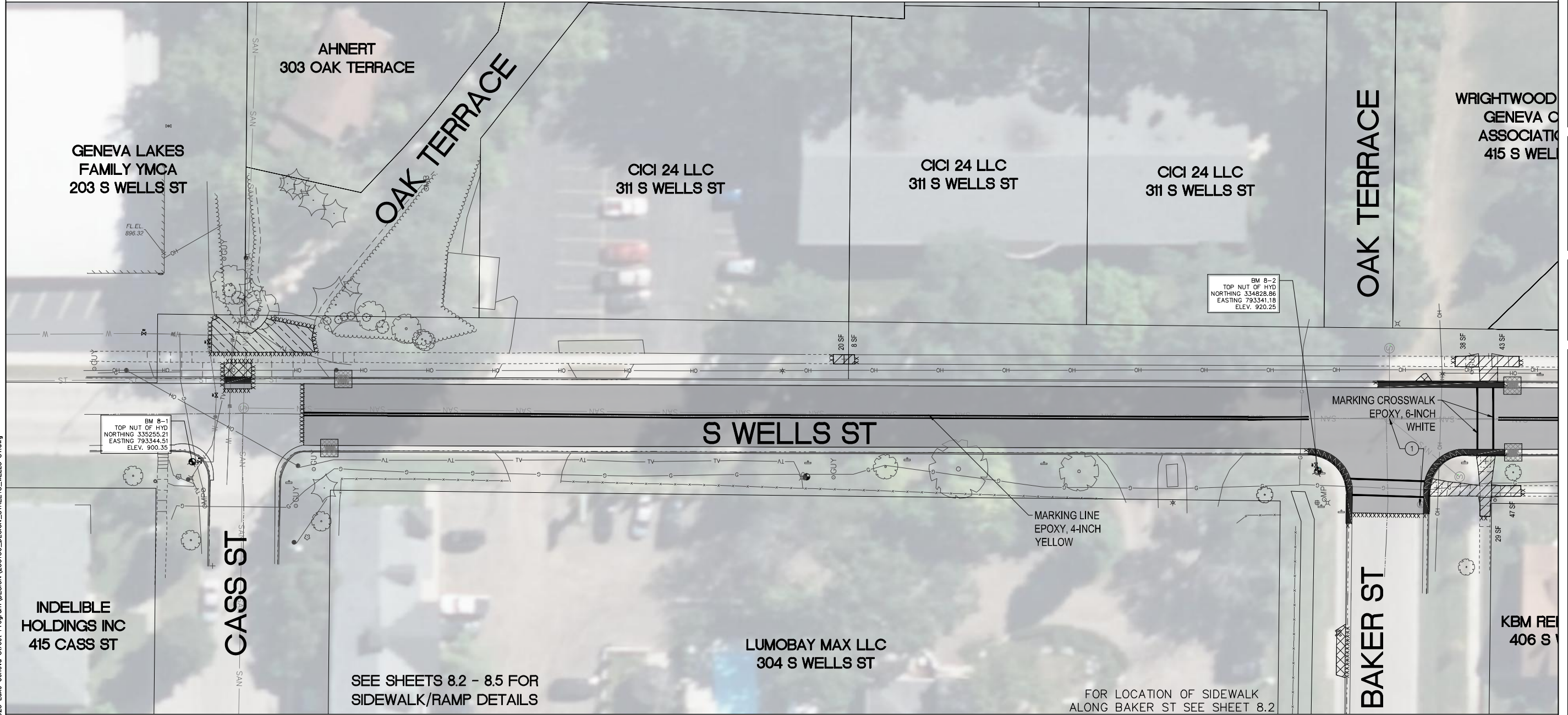
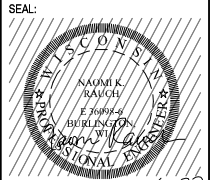
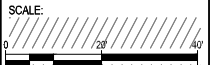
LEGEND

	CONCRETE SIDEWALK (4")
	RESTORE AREAS WITH 4" TOPSOIL, SEED, AND FERTILIZER
$\oplus 760.00$	PROPOSED FINISH ELEVATIONS
$\oplus 760.0 \pm$	MATCH EXISTING ELEVATIONS
— 760 —	PROPOSED CONTOUR ELEVATIONS
- - - 760 - - -	EXISTING CONTOUR ELEVATIONS



7.1



[illegible]

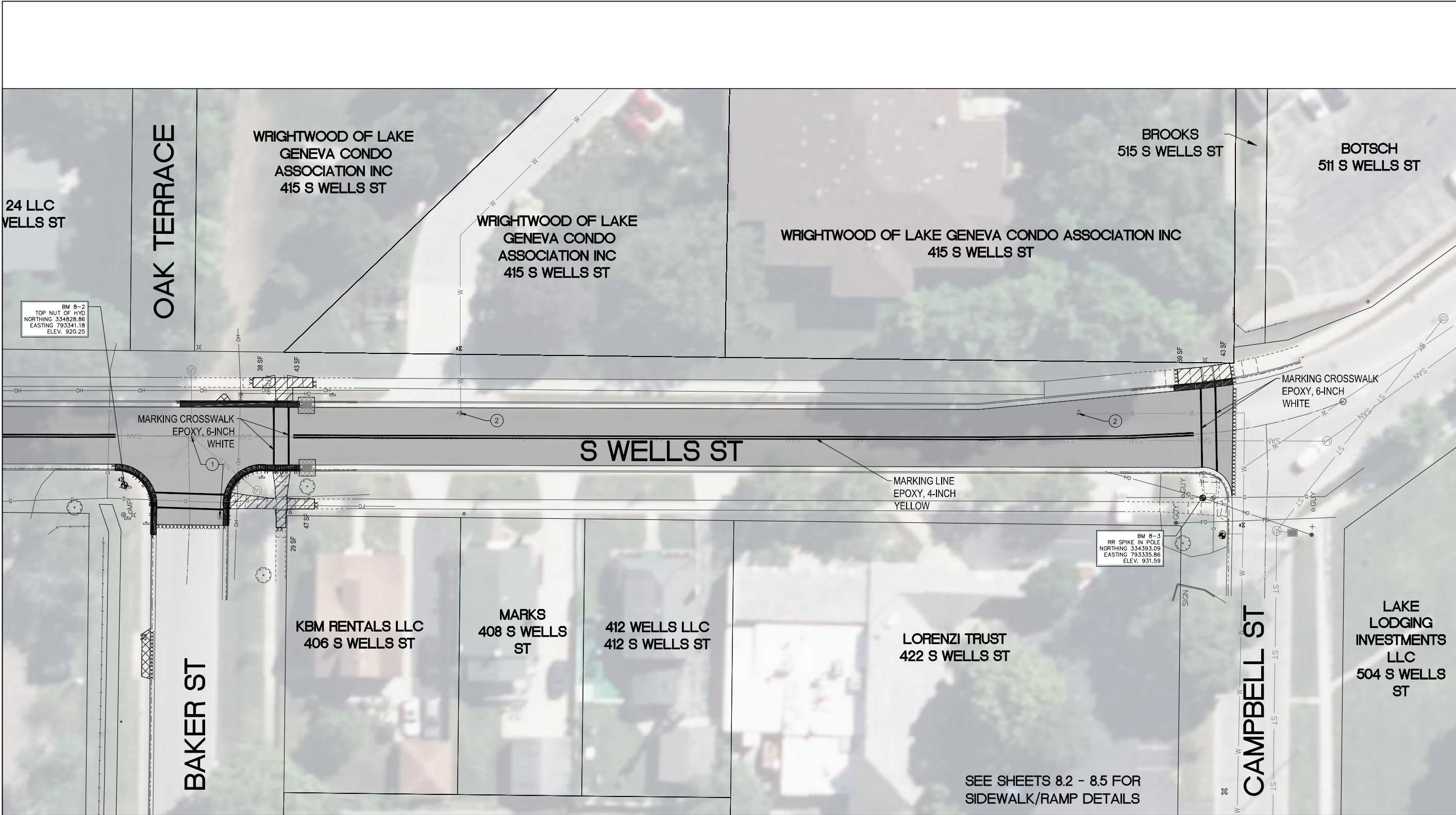
LEGEND

- | | | | |
|---|---|---|--|
|  | 2" MILL AND OVERLAY (HMA TYPE 4LT) |  | INSTALL INLET PROTECTION TYPE D
(SEE DETAIL 2, SHEET 1.2) |
|  | REMOVE AND REPLACE CONCRETE SIDEWALK OR
DRIVEWAY & BASE MATERIAL. CONCRETE & BASE
THICKNESS MAY VARY. | ① | ADJUST MANHOLE |
|  | REMOVE CONCRETE DRIVEWAY. CONCRETE THICKNESS
MAY VARY. | ② | ADJUST CURB BOX AND VALVE BOX |
|  | REMOVE ASPHALT DRIVEWAY. ASPHALT THICKNESS MAY
VARY | ③ | ADJUST INLET |
|  | REMOVE AND REPLACE CURB AND GUTTER | | |
|  | SILT FENCE (SEE DETAIL 3, SHEET 1.2) | | |
| XXXXXXX | SAWING ASPHALT/CONCRETE. FINAL LOCATIONS TO BE
DETERMINED BY ENGINEER IN FIELD. | | |

NOTES:

1. LOCATION AND ACCURACY OF EXISTING UTILITY INFORMATION IS APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF UTILITIES PRIOR TO CONSTRUCTION.
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6. INSTALL INLET PROTECTION WITHIN REASONABLE PROXIMITY TO PAVING LIMITS.

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NOTES:

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6. INSTALL INLET PROTECTION WITHIN REASONABLE PROXIMITY TO PAVING LIMITS.

LEGEND

2" MILL AND OVERLAY (HMA TYPE 4LT)

REMOVE AND REPLACE CONCRETE SIDEWALK OR DRIVEWAY & BASE MATERIAL. CONCRETE & BASE THICKNESS MAY VARY.

REMOVE CONCRETE DRIVEWAY. CONCRETE THICKNESS MAY VARY.

REMOVE ASPHALT DRIVEWAY. ASPHALT THICKNESS MAY VARY

REMOVE AND REPLACE CURB AND GUTTER

SILT FENCE (SEE DETAIL 3, SHEET 1.2)

.xxxxxxx

SAWING ASPHALT/CONCRETE. FINAL LOCATIONS TO BE DETERMINED BY ENGINEER IN FIELD.

INSTALL INLET PROTECTION TYPE D (SEE DETAIL 2, SHEET 1.2)

①

ADJUST MANHOLE

②

ADJUST CURB BOX AND VALVE BOX

③

ADJUST INLET

kapur

1224 S. Pine Street
Burlington, Wisconsin
53105

kapurinc.com

PROJECT:

2023 LAKE GENEVA STREET PROGRAM

LOCATION:

CITY OF LAKE GENEVA,
WALWORTH COUNTY

CLIENT:

LAKE GENEVA

RELEASE:

BID PLANS

REVISIONS:

#	DATE	DESCRIPTION

NORTH ARROW:

SCALE:

0 20 40

IF NOT ONE INCH ADJUST SCALE ACCORDINGLY

SEAL:

WISCONSIN
KAPUR INC.
ENGINEER
BURLINGTON, WISCONSIN
4-6-23

all in 4-6-23

SHEET:

S WELLS ST

PROJECT MANAGER:

NR

PROJECT NUMBER:

23.0150

DATE:

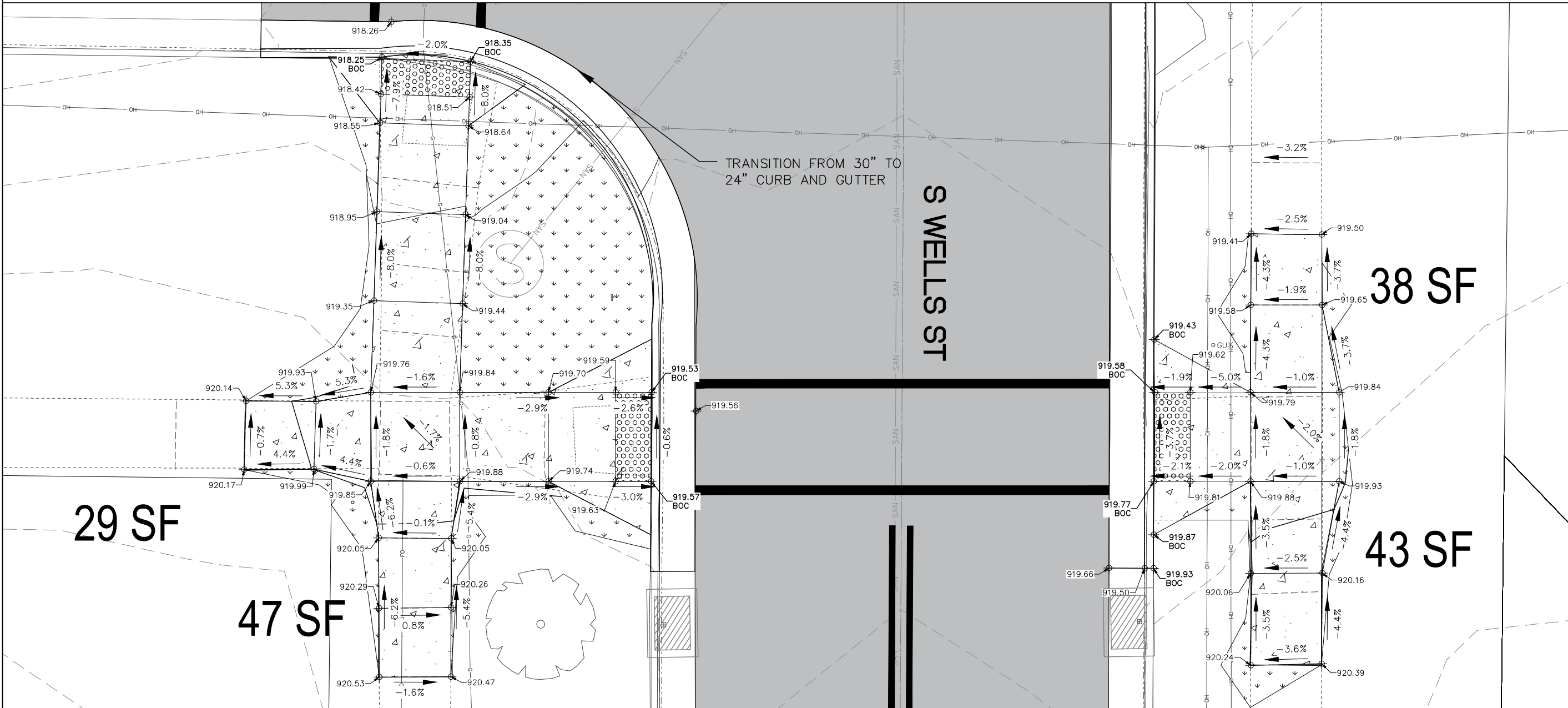
04-06-2023

SHEET NUMBER:

8.1

Page 92 of 255

FILENAME: D:\Widworth_Co\Lake Geneva_City\Gov\230150 2023 Lake Geneva Street Program\DESIGN\230150 DESIGN STREETS_WELLS ST.dwg



- NOTES:
1. LOCATION AND ACCURACY OF EXISTING UTILITY INFORMATION IS APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF UTILITIES PRIOR TO CONSTRUCTION.
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 6. INSTALL INLET PROTECTION WITHIN REASONABLE PROXIMITY TO PAVING LIMITS.

LEGEND

CONCRETE SIDEWALK (4")

2" MILL AND OVERLAY (HMA TYPE 4LT)

RESTORE AREAS WITH 4" TOPSOIL, SEED, AND FERTILIZER

ϕ 760.00

PROPOSED FINISH ELEVATIONS

ϕ 760.0±

MATCH EXISTING ELEVATIONS

—760—

PROPOSED CONTOUR ELEVATIONS

---760---

EXISTING CONTOUR ELEVATIONS

kapur

1224 S. Pine Street
Burlington, Wisconsin
53105

kapurinc.com

PROJECT:

2023 LAKE GENEVA
STREET PROGRAM

LOCATION:

CITY OF LAKE
GENEVA,
WALWORTH
COUNTY

CLIENT:

LAKE GENEVA

RELEASE:

BID PLANS

REVISIONS:

#	DATE	DESCRIPTION

NORTH ARROW:

SCALE:

0

3

6

IF NOT ONE INCH=ADJUST SCALE
ACCORDINGLY

SEAL:

WISCONSIN
STATE ENGINEER
NATHAN K. RAUCH
E. RAUCH & SONS, INC.
BURLINGTON, WISCONSIN
Professional Engineer
4-6-23

all in 4-6-23

SHEET:

BAKER ST RAMPS

PROJECT MANAGER: NR

PROJECT NUMBER: 23.0150

DATE: 04-06-2023

SHEET NUMBER:

8.3

Page 94 of 255



1224 S. Pine Street
Burlington, Wisconsin
53105

kapurinc.com

PROJECT:

2023 LAKE GENEVA
STREET PROGRAM

LOCATION:

CITY OF LAKE
GENEVA,
WALWORTH
COUNTY

CLIENT:



RELEASE:

BID PLANS

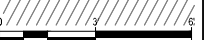
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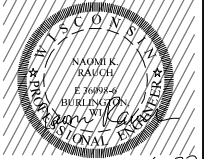


SCALE:



IF NOT ONE INCH ADJUST SCALE
ACCORDINGLY

SEAL:



all in 4-6-23

SHEET:

CAMPBELL ST RAMP

PROJECT MANAGER:	NR
PROJECT NUMBER:	23.0150
DATE:	04-06-2023

SHEET NUMBER:

8.4

Page 95 of 255



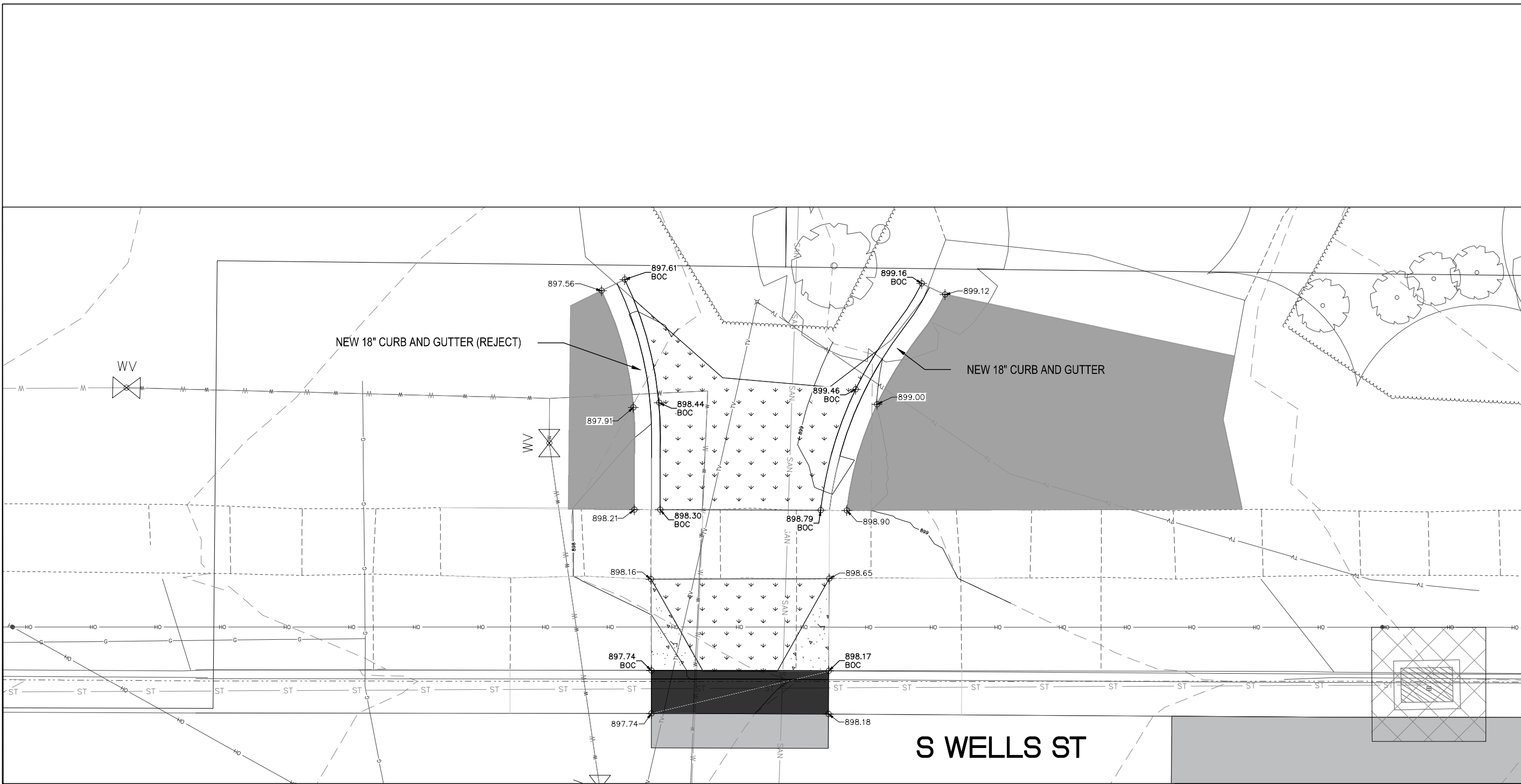
LEGEND

	CONCRETE SIDEWALK (4")
	2" MILL AND OVERLAY (HMA TYPE 4LT)
	RESTORE AREAS WITH 4" TOPSOIL, SEED, AND FERTILIZER
	PROPOSED FINISH ELEVATIONS
	MATCH EXISTING ELEVATIONS
	PROPOSED CONTOUR ELEVATIONS
	EXISTING CONTOUR ELEVATIONS

NOTES:

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6. INSTALL INLET PROTECTION WITHIN REASONABLE PROXIMITY TO PAVING LIMITS.

FILENAME: D:\Waltham_Co\Lake Geneva_City\Gov\230150 2023 Lake Geneva Street Program\DESIGN\230150 DESIGN STREETS_WELLS ST.dwg



- NOTES:
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 6. INSTALL INLET PROTECTION WITHIN REASONABLE PROXIMITY TO PAVING LIMITS.

LEGEND

CONCRETE SIDEWALK (4" OR 6")

2" MILL AND OVERLAY (HMA TYPE 4LT)

RESTORE AREAS WITH 4" TOPSOIL, SEED, FERTILIZER, AND EROSION MAT

REPLACE WITH 30" BARRIER CURB AND GUTTER WITH 3-FT TAPERS

REPLACE ASPHALT DRIVEWAY

PROPOSED FINISH ELEVATIONS

MATCH EXISTING ELEVATIONS

PROPOSED CONTOUR ELEVATIONS

EXISTING CONTOUR ELEVATIONS

all in 4-6-23

PROJECT MANAGER: NR

PROJECT NUMBER: 23.0150

DATE: 04-06-2023

SHEET NUMBER:

8.5

1224 S. Pine Street
Burlington, Wisconsin
53105

kapurinc.com

PROJECT:

2023 LAKE GENEVA STREET PROGRAM

LOCATION:

CITY OF LAKE GENEVA,
WALWORTH COUNTY

CLIENT:

RELEASE:

BID PLANS

REVISIONS:

#	DATE	DESCRIPTION

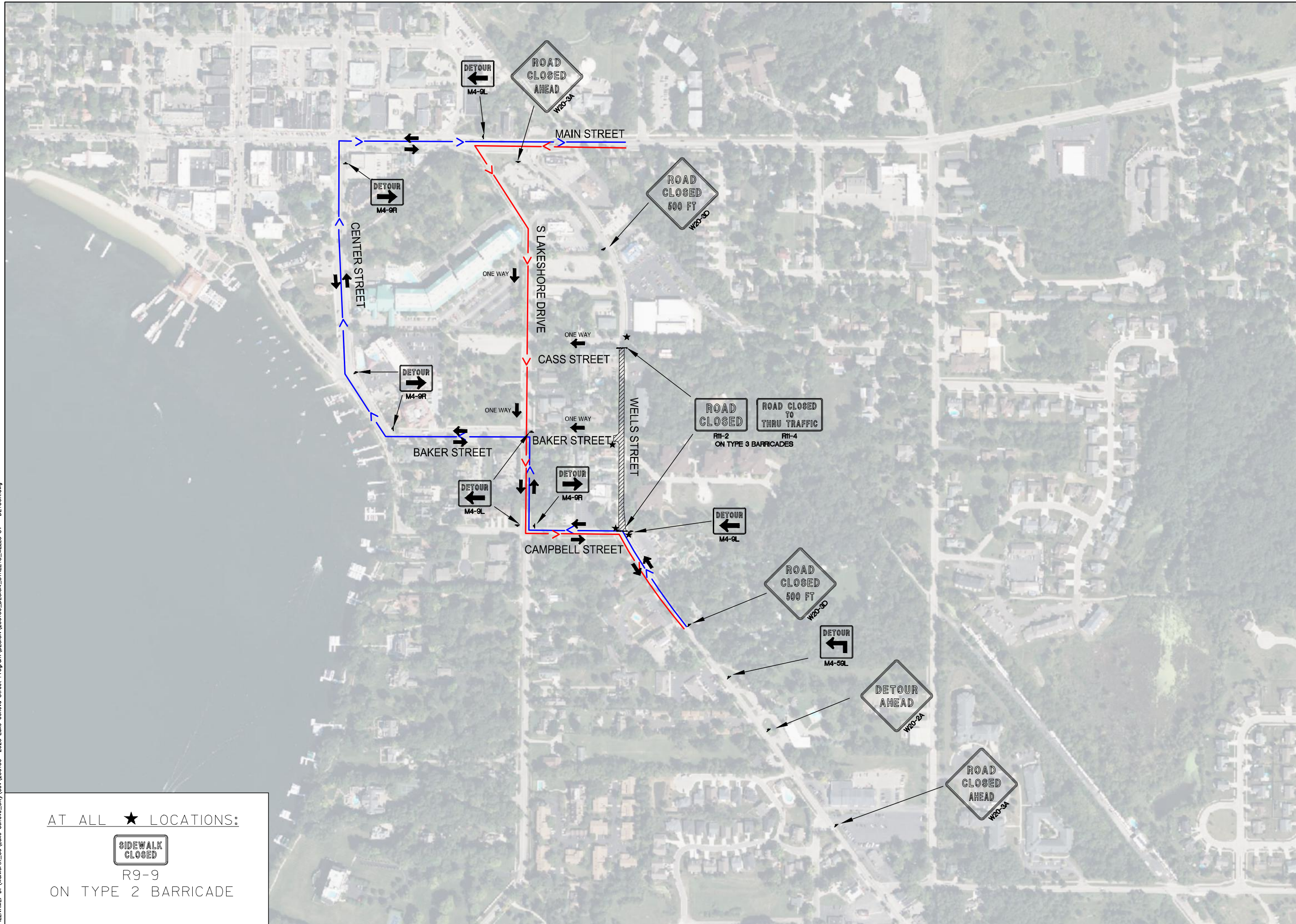
NORTH ARROW:

SCALE:

IF NOT ONE INCH ADJUST SCALE ACCORDINGLY

SEAL:

OAK TERRACE
DRIVEWAY
SEPARATOR



FILENAME: D:\Walworth_Co\Lake Geneva_City\Gov\230150 2023 Lake Geneva Street Program\DESIGN\230150_DESIGN_STREETS_WELLS ST - DETOUR.dwg

FILENAME: D:\Waltham_Co\Lake Geneva_City\Gov\230150 2023 Lake Geneva Street Program\DESIGN\230150 DESIGN_STREETS_ELM ST.dwg



- NOTES:
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 6. INSTALL INLET PROTECTION WITHIN REASONABLE PROXIMITY TO PAVING LIMITS.

LEGEND	
	2" MILL AND OVERLAY (HMA TYPE 4LT)
	REMOVE AND REPLACE CONCRETE SIDEWALK (4" THICK, 6" THICK THRU DWAYS) OR DRIVEWAY (6" THICK) & BASE MATERIAL. EXISTING CONCRETE & BASE THICKNESS MAY VARY.
	REMOVE AND REPLACE ASPHALT DRIVEWAY. ASPHALT THICKNESS MAY VARY
	REMOVE AND REPLACE CURB AND GUTTER
	SILT FENCE (SEE DETAIL 3, SHEET 1.2)
	SAWING ASPHALT/CONCRETE, FINAL LOCATIONS TO BE DETERMINED BY ENGINEER IN FIELD.
	INSTALL INLET PROTECTION TYPE D (SEE DETAIL 2, SHEET 1.2)
	① ADJUST MANHOLE
	② ADJUST CURB BOX AND VALVE BOX
	③ ADJUST INLET



1224 S. Pine Street
Burlington, Wisconsin
53105

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PROJECT:

2023 LAKE GENEVA
STREET PROGRAM

LOCATION:

CITY OF LAKE
GENEVA,
WALWORTH
COUNTY

CLIENT:



RELEASE:

BID PLANS

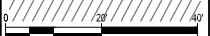
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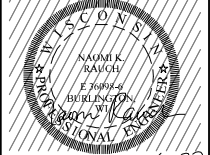


SCALE:



IF NOT ONE INCH ADJUST SCALE
ACCORDINGLY

SEAL:



all in 4-6-23

SHEET:

ELM ST

PROJECT MANAGER: NR
PROJECT NUMBER: 23.0150
DATE: 04-06-2023

SHEET NUMBER:

9.0

FILENAME: D:\Wolworth_Co\Lake_Geneva_City\Gov\230150 2023 Lake Geneva Street Program\DESIGN\230150_DESIGN_ALLEYS_WHEELER-ELKHORN.dwg

WHEELER ST

TRENT
1040 TOLMAN ST

VERHOEVEN
1024 TOLMAN ST

GARCIA
1020 TOLMAN ST

MOORE
1014 TOLMAN ST

GARCIA-CAMILO
1006 TOLMAN ST

B+C CAPITAL
1004 TOLMAN ST

WHITE
1122 WHEELER ST

MANRIQUEZ
1124 WHEELER ST

EXISTING ASPHALT TO BE REMOVED AND
REPLACED WITH CONCRETE DRIVEWAY 8-INCH
KLUG
1021 ELKHORN RD

BM 10-1
RR SPIKE ON POLE
NORTHING 339633.09
EASTING 790229.32
ELEV. 909.32

C.T.H.®

NOTES:

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6. INSTALL INLET PROTECTION WITHIN REASONABLE PROXIMITY TO PAVING LIMITS.

LEGEND

	FULL DEPTH MILL AND OVERLAY		INSTALL INLET PROTECTION TYPE D (SEE DETAIL 2, SHEET 1.2)
	REMOVE AND REPLACE CONCRETE SIDEWALK (6" THICK) OR DRIVEWAY (8" THICK) & BASE MATERIAL. EXISTING CONCRETE & BASE THICKNESS MAY VARY.	①	ADJUST MANHOLE
	REMOVE AND REPLACE ASPHALT DRIVEWAY. ASPHALT THICKNESS MAY VARY	②	ADJUST CURB BOX AND VALVE BOX
	REMOVE AND REPLACE CURB AND GUTTER	③	ADJUST INLET
	SILT FENCE (SEE DETAIL 3, SHEET 1.2)		
	SAWING ASPHALT/CONCRETE, FINAL LOCATIONS TO BE DETERMINED BY ENGINEER IN FIELD.		



1224 S. Pine Street
Burlington, Wisconsin
53105

kapurinc.com

PROJECT:

2023 LAKE GENEVA
STREET PROGRAM

LOCATION:

CITY OF LAKE
GENEVA,
WALWORTH
COUNTY

CLIENT:



RELEASE:

BID PLANS

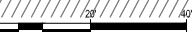
REVISIONS:

#	DATE	DESCRIPTION

NORTH ARROW:

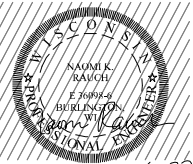


SCALE:



IF NOT ONE INCH ADJUST SCALE
ACCORDINGLY

SEAL:



all in 4-6-23

SHEET:

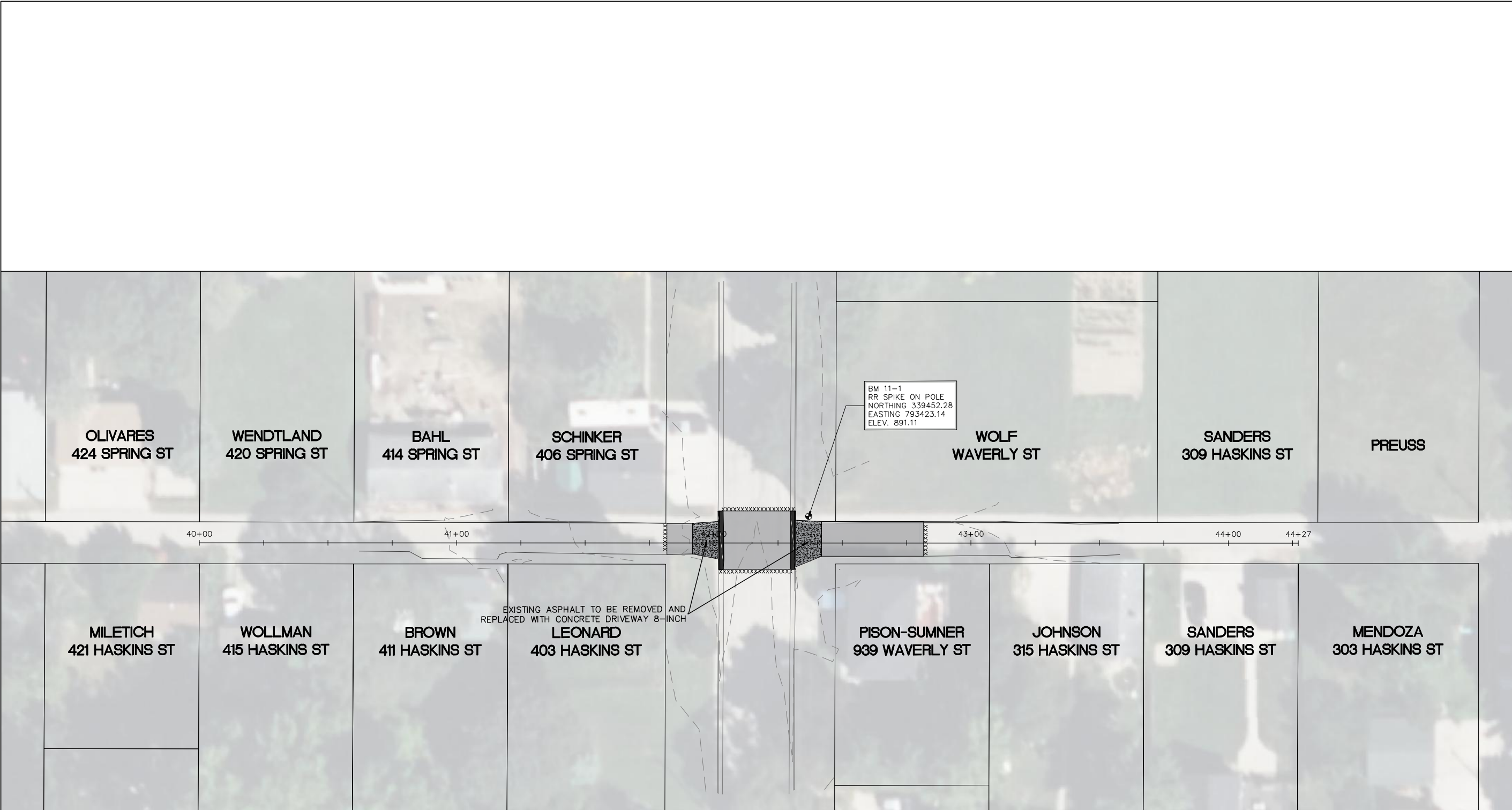
WHEELER ST &
C.T.H. ALLEYWAY

PROJECT MANAGER: NR
PROJECT NUMBER: 23.0150
DATE: 04-06-2023

SHEET NUMBER:

10.0

FILENAME: D:\Waltham_Co\Lake_Geneva_City\Gov\230150 2023 Lake Geneva Street Program\DESIGN\230150_DESIGN_ALLEYS_WAVERLY.dwg



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LEGEND			
	FULL DEPTH MILL AND OVERLAY		INSTALL INLET PROTECTION TYPE D (SEE DETAIL 2, SHEET 1.2)
	REMOVE AND REPLACE CONCRETE SIDEWALK (6" THICK) OR DRIVEWAY (8" THICK) & BASE MATERIAL. EXISTING CONCRETE & BASE THICKNESS MAY VARY.	①	ADJUST MANHOLE
	REMOVE AND REPLACE ASPHALT DRIVEWAY. ASPHALT THICKNESS MAY VARY	②	ADJUST CURB BOX AND VALVE BOX
	REMOVE AND REPLACE CURB AND GUTTER	③	ADJUST INLET
	SILT FENCE (SEE DETAIL 3, SHEET 1.2)		
	SAWING ASPHALT/CONCRETE, FINAL LOCATIONS TO BE DETERMINED BY ENGINEER IN FIELD.		

1224 S. Pine Street
Burlington, Wisconsin
53105
kapurinc.com

PROJECT:

2023 LAKE GENEVA
STREET PROGRAM

LOCATION:

CITY OF LAKE
GENEVA,
WALWORTH
COUNTY

CLIENT:

RELEASE:

BID PLANS

REVISIONS:

#	DATE	DESCRIPTION

NORTH ARROW:

SCALE:

IF NOT ONE INCH ADJUST SCALE
ACCORDINGLY

SEAL:

all in 4-6-23

SHEET:

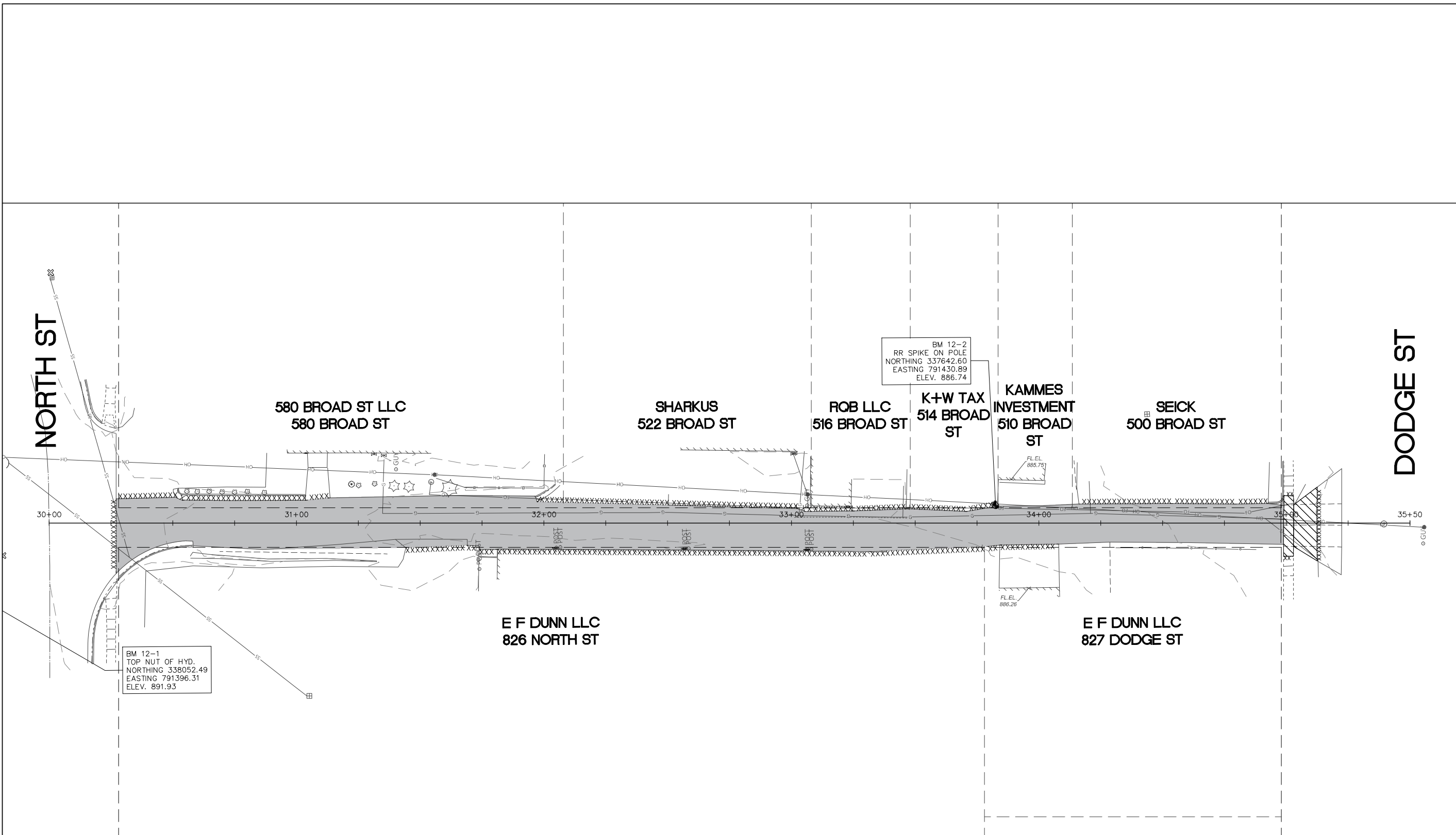
WAVERLY
ALLEYWAY

PROJECT MANAGER: NR
PROJECT NUMBER: 23.0150
DATE: 04-06-2023

SHEET NUMBER:

11.0

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- NOTES:
1. LOCATION AND ACCURACY OF EXISTING UTILITY INFORMATION IS APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF UTILITIES PRIOR TO CONSTRUCTION.
 2. MATCH EXISTING PAVEMENT ELEVATION AT ALL SAWCUT & PAVING LIMIT LOCATIONS UNLESS OTHERWISE NOTED.
 3. ALL CURB & GUTTER, SIDEWALK, AND DRIVE APPROACH REPLACEMENTS ARE APPROXIMATE (TO BE FIELD DETERMINED). REMOVE TO NEAREST JOINT
 4. EXISTING WATER VALVE BOXES TO BE ADJUSTED. INCIDENTAL TO ASPHALT PAVING.
 5. TRAFFIC CONTROL TO BE MAINTAINED AT ALL TIMES. MAINTAIN ACCESS FOR LOCAL TRAFFIC AT ALL TIMES. ACCESS TO SOME SIDE ROADS MAY BE TEMPORARILY CLOSED AS APPROVED BY ENGINEER. EMERGENCY ACCESS AVAILABLE AT ALL TIMES.
 6. INSTALL INLET PROTECTION WITHIN REASONABLE PROXIMITY TO PAVING LIMITS.

LEGEND	
	FULL DEPTH MILL AND OVERLAY
	REMOVE AND REPLACE CONCRETE SIDEWALK (6" THICK) OR DRIVEWAY (8" THICK) & BASE MATERIAL. EXISTING CONCRETE & BASE THICKNESS MAY VARY.
	REMOVE AND REPLACE ASPHALT DRIVEWAY. ASPHALT THICKNESS MAY VARY
	REMOVE AND REPLACE CURB AND GUTTER
	SILT FENCE (SEE DETAIL 3, SHEET 1.2)
	SAWING ASPHALT/CONCRETE, FINAL LOCATIONS TO BE DETERMINED BY ENGINEER IN FIELD.
	INSTALL INLET PROTECTION TYPE D (SEE DETAIL 2, SHEET 1.2)
①	ADJUST MANHOLE
②	ADJUST CURB BOX AND VALVE BOX
③	ADJUST INLET



1224 S. Pine Street
Burlington, Wisconsin
53105

kapurinc.com

PROJECT:

2023 LAKE GENEVA
STREET PROGRAM

LOCATION:

CITY OF LAKE
GENEVA,
WALWORTH
COUNTY

CLIENT:



RELEASE:

BID PLANS

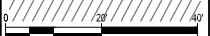
REVISIONS:

#	DATE	DESCRIPTION

NORTH ARROW:



SCALE:



IF NOT ONE INCH ADJUST SCALE
ACCORDINGLY

SEAL:



all in 4-6-23

SHEET:

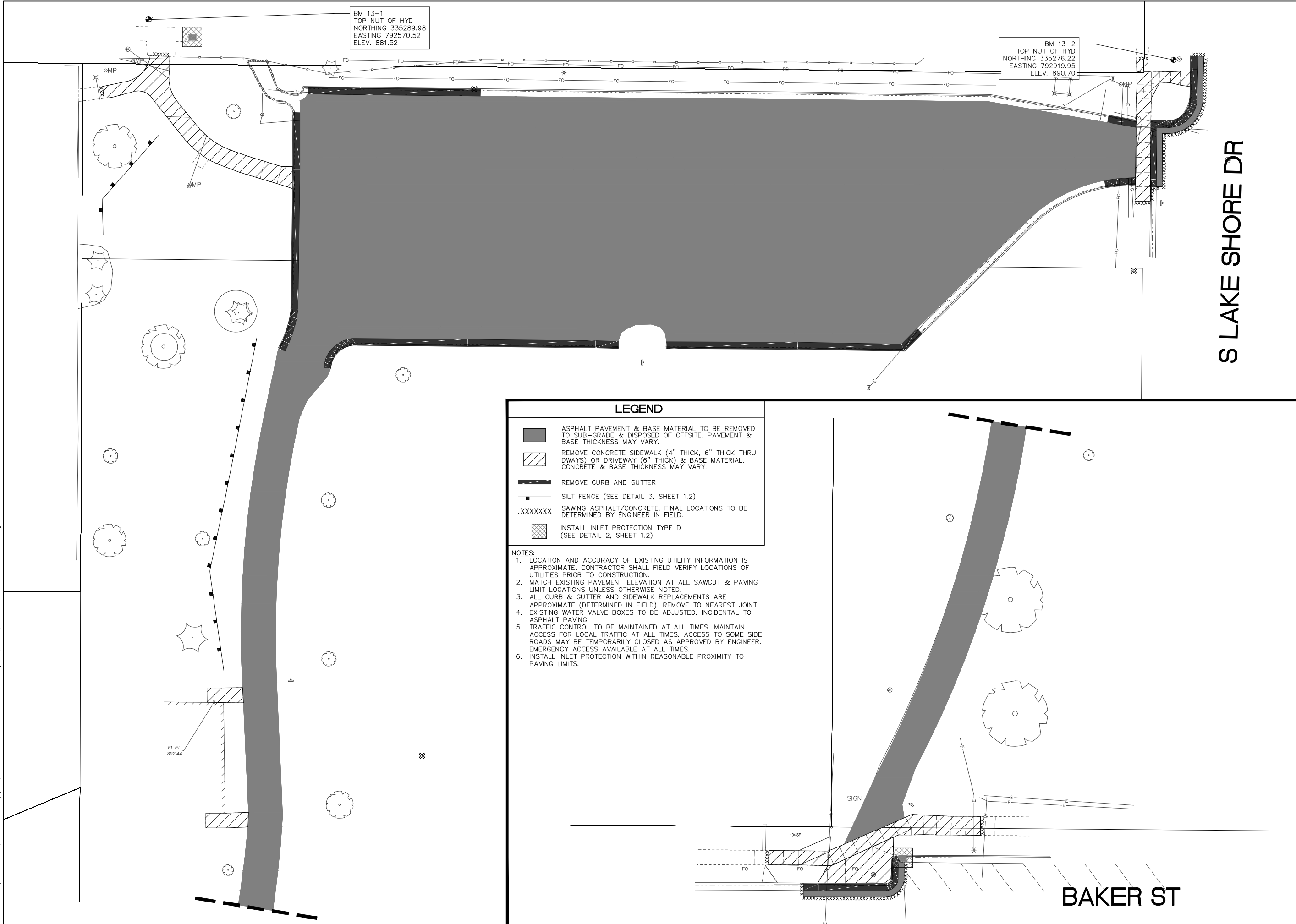
NORTH ST & DODGE
ST ALLEYWAY

PROJECT MANAGER: NR
PROJECT NUMBER: 23.0150
DATE: 04-06-2023

SHEET NUMBER:

12.0

FILENAME: D:\Widworth_Co\Lake_Geneva_City\Gov\230150 2023 Lake Geneva Street Program\DESIGN\230150_DESIGN_PARKING LOT F.dwg



1224 S. Pine Street
Burlington, Wisconsin
53105

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PROJECT:

2023 LAKE GENEVA
STREET PROGRAM

LOCATION:

CITY OF LAKE
GENEVA,
WALWORTH
COUNTY

CLIENT:



RELEASE:

BID PLANS

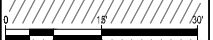
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#	DATE	DESCRIPTION

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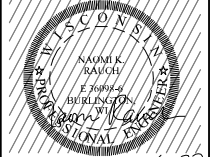


SCALE:



IF NOT ONE INCH ADJUST SCALE
ACCORDINGLY

SEAL:



all in 4-6-23

SHEET:

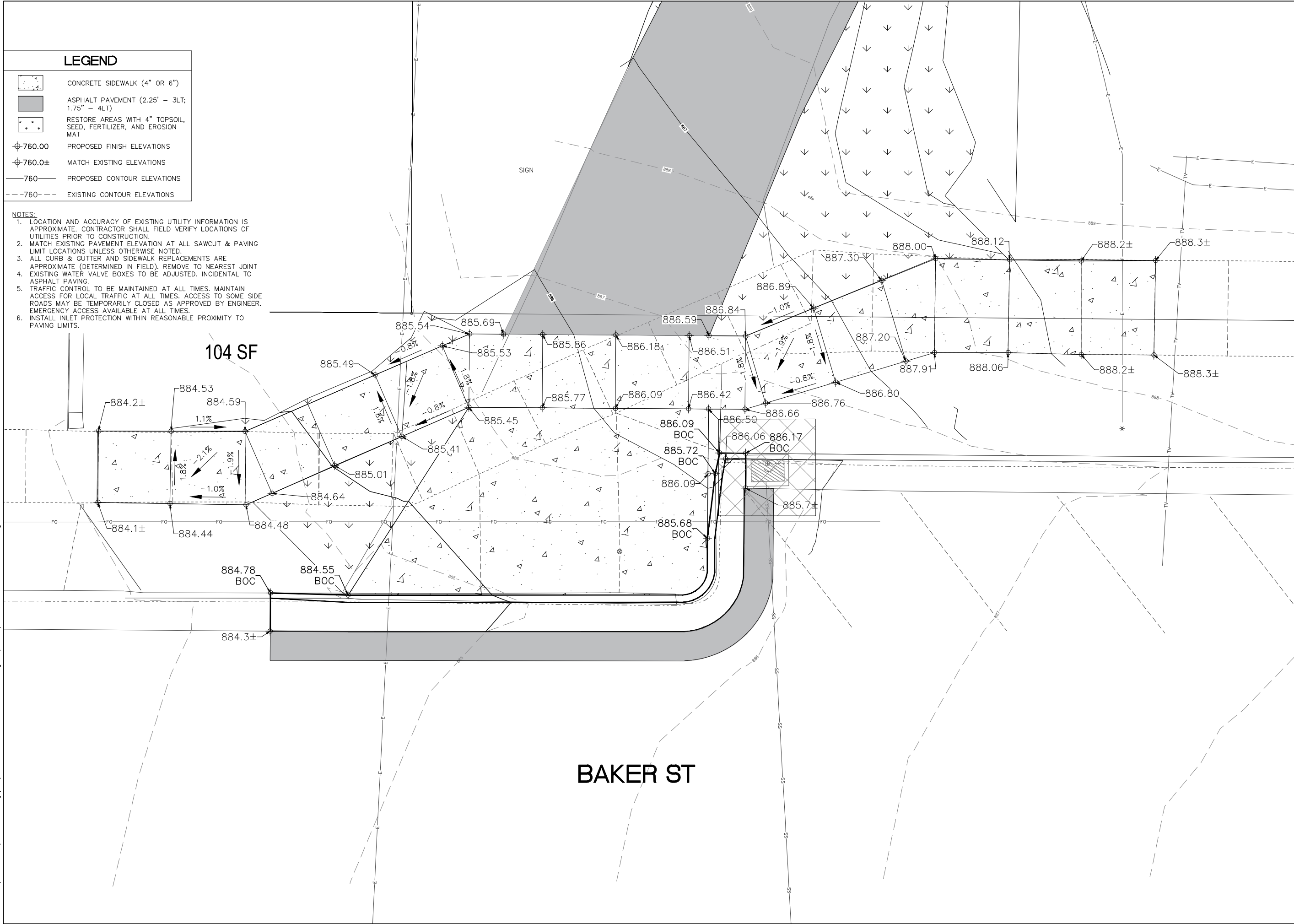
PARKING LOT F
REMOVALS

PROJECT MANAGER: NR
PROJECT NUMBER: 23.0150
DATE: 04-06-2023

SHEET NUMBER:

13.0

FILENAME: D:\Widworth_Co\Lake Geneva_City\Gov\230150 2023 Lake Geneva Street Program\DESIGN\230150_DESIGN_PARKING LOT F.dwg



LEGEND

- CONCRETE SIDEWALK (4" OR 6")
- ASPHALT PAVEMENT (2.25' - 3LT; 1.75" - 4LT)
- RESTORE AREAS WITH 4" TOPSOIL, SEED, FERTILIZER, AND EROSION MAT
- PROPOSED FINISH ELEVATIONS
- MATCH EXISTING ELEVATIONS
- PROPOSED CONTOUR ELEVATIONS
- EXISTING CONTOUR ELEVATIONS

- NOTES:
- LOCATION AND ACCURACY OF EXISTING UTILITY INFORMATION IS APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF UTILITIES PRIOR TO CONSTRUCTION.
 - MATCH EXISTING PAVEMENT ELEVATION AT ALL SAWCUT & PAVING LIMIT LOCATIONS UNLESS OTHERWISE NOTED.
 - ALL CURB & GUTTER AND SIDEWALK REPLACEMENTS ARE APPROXIMATE (DETERMINED IN FIELD). REMOVE TO NEAREST JOINT
 - EXISTING WATER VALVE BOXES TO BE ADJUSTED. INCIDENTAL TO ASPHALT PAVING.
 - TRAFFIC CONTROL TO BE MAINTAINED AT ALL TIMES. MAINTAIN ACCESS FOR LOCAL TRAFFIC AT ALL TIMES. ACCESS TO SOME SIDE ROADS MAY BE TEMPORARILY CLOSED AS APPROVED BY ENGINEER. EMERGENCY ACCESS AVAILABLE AT ALL TIMES.
 - INSTALL INLET PROTECTION WITHIN REASONABLE PROXIMITY TO PAVING LIMITS.



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Burlington, Wisconsin
53105

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PROJECT:

2023 LAKE GENEVA
STREET PROGRAM

LOCATION:

CITY OF LAKE
GENEVA,
WALWORTH
COUNTY

CLIENT:



RELEASE:

BID PLANS

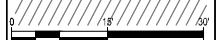
REVISIONS:

#	DATE	DESCRIPTION

NORTH ARROW:



SCALE:



IF NOT ONE INCH ADJUST SCALE ACCORDINGLY

SEAL:



all in 4-6-23

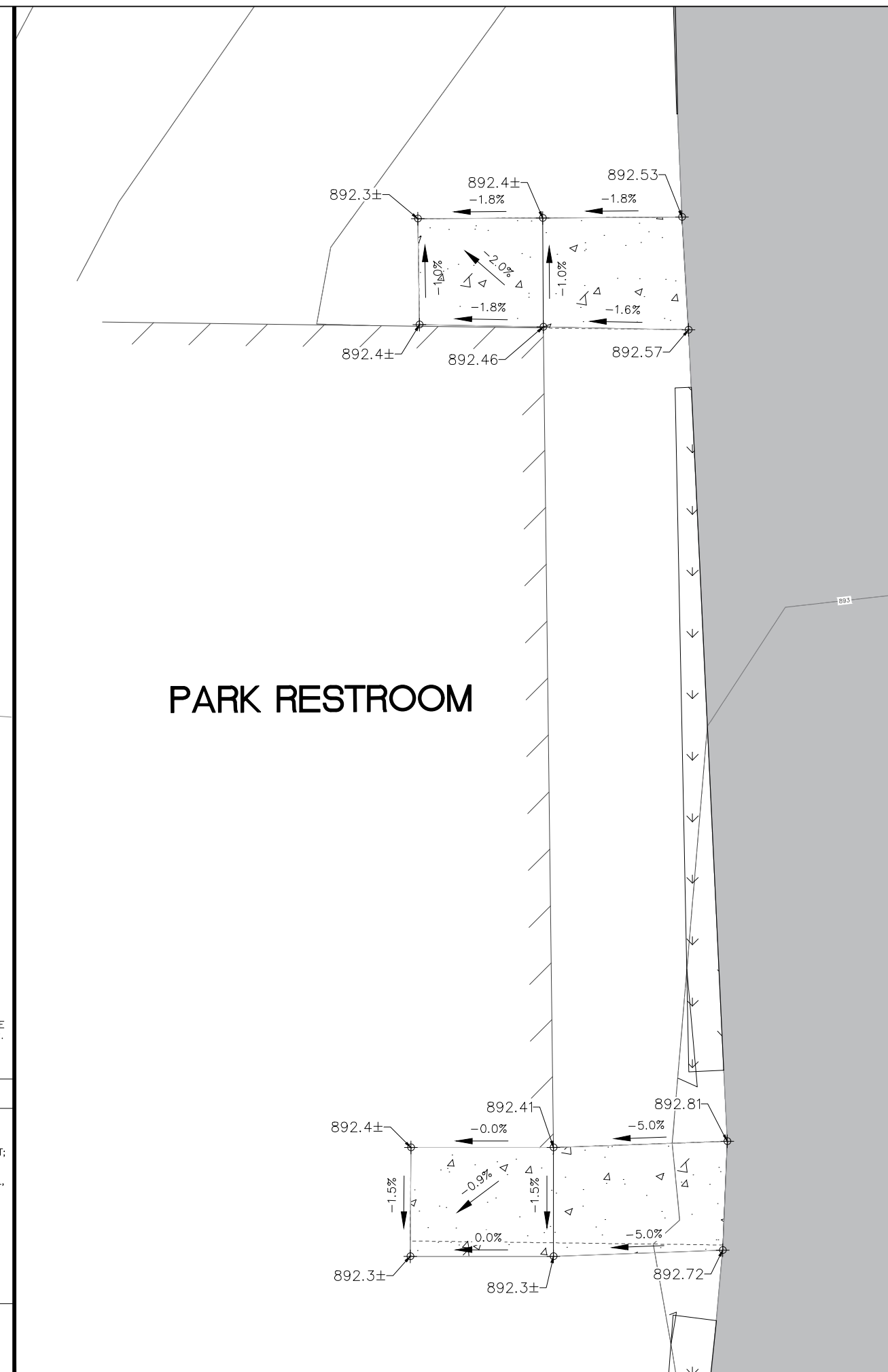
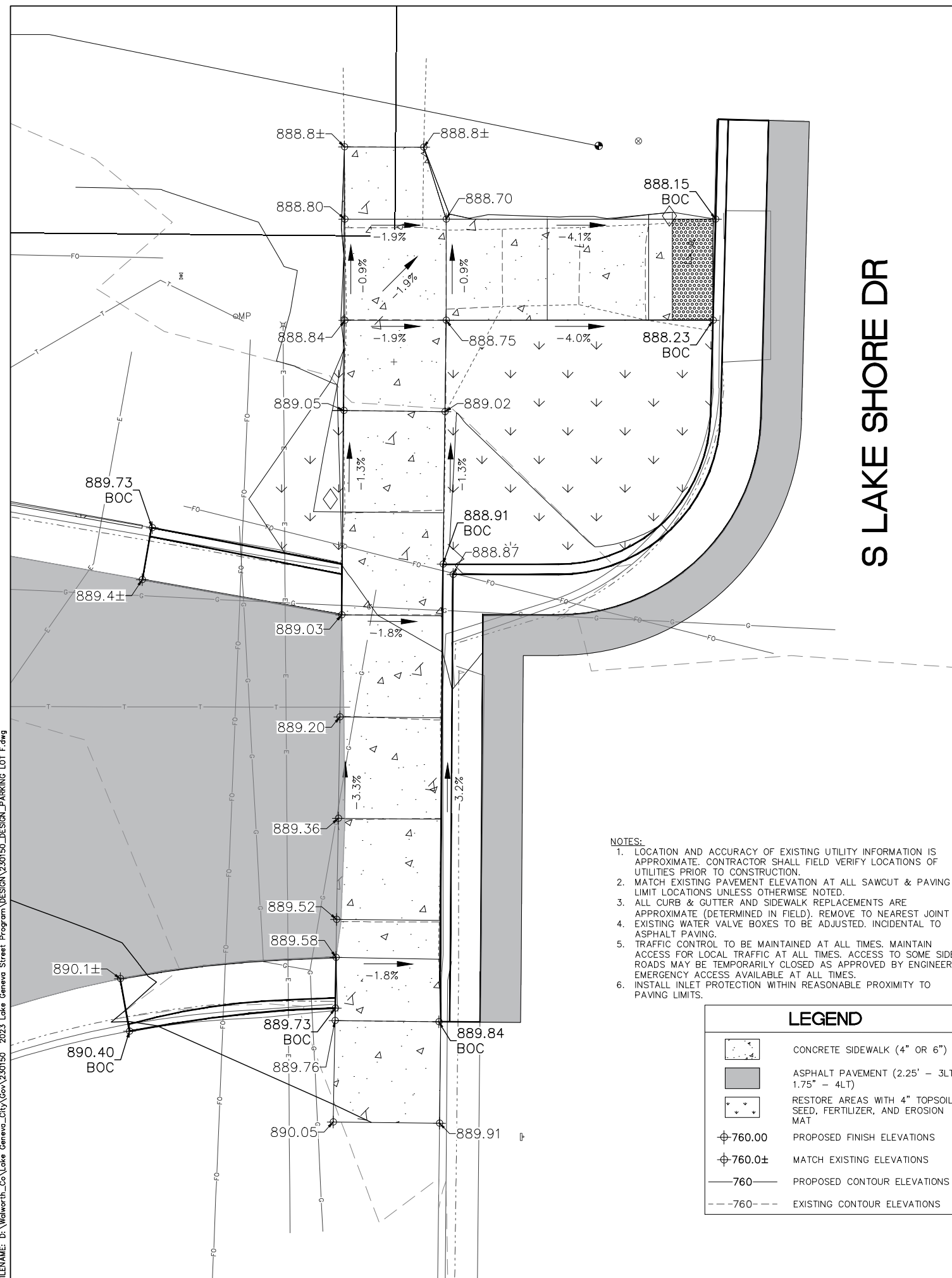
SHEET:

PARKING LOT F
SIDEWALK AT
ENTRANCE

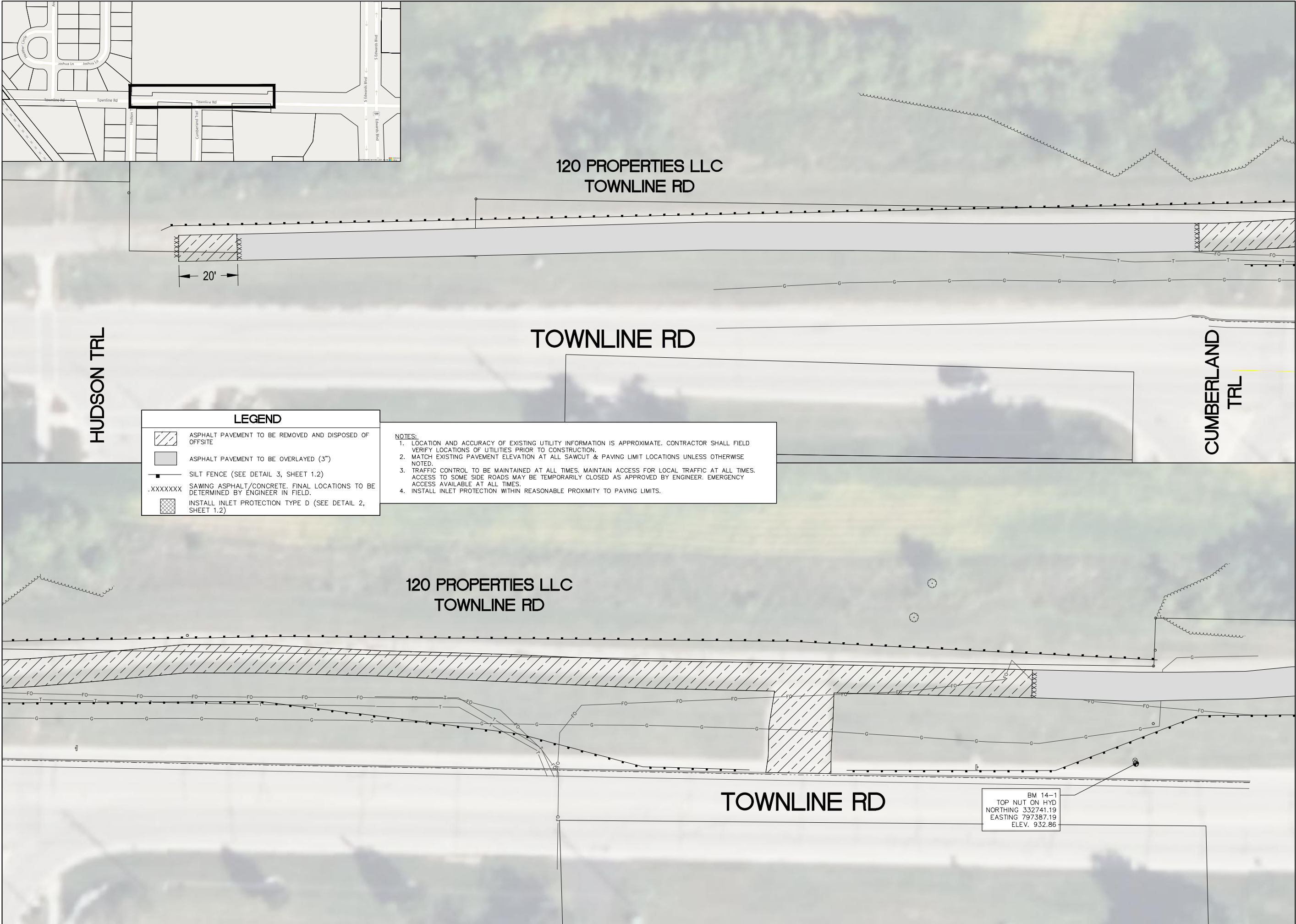
PROJECT MANAGER: NR
PROJECT NUMBER: 23.0150
DATE: 04-06-2023

SHEET NUMBER:

13.3



FILENAME: D:\Wdworth_Co\Lake Geneva_City\Gov\230150 2023 Lake Geneva Street Program\DESIGN\230150_DESIGN_BIKE_PATH.dwg



1224 S. Pine Street
Burlington, Wisconsin
53105

kapurinc.com

PROJECT:

2023 LAKE GENEVA
STREET PROGRAM

LOCATION:

CITY OF LAKE
GENEVA,
WALWORTH
COUNTY

CLIENT:



RELEASE:

BID PLANS

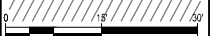
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#	DATE	DESCRIPTION

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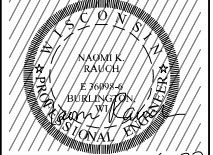


SCALE:



IF NOT ONE INCH ADJUST SCALE
ACCORDINGLY

SEAL:



all in 4-6-23

SHEET:

TOWNLINE BIKE
PATH REMOVALS

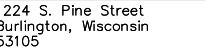
PROJECT MANAGER: NR

PROJECT NUMBER: 23.0150

DATE: 04-06-2023

SHEET NUMBER:

14.0



PROJECT:

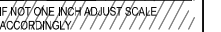
LOCATION:

CLIENT:



REVISIONS:

NORTH ARROW:



SEAL:



SHEET:

PROJECT MANAGER:	NR
PROJECT NUMBER:	23.0150
DATE:	04-06-2023

SHEET NUMBER:

Page 108 of 255



TOWNLINE RD

	ASPHALT PAVEMENT TO BE REMOVED AND DISPOSED OF OFFSITE
	ASPHALT PAVEMENT TO BE OVERLAYED (3")
	SILT FENCE (SEE DETAIL 3, SHEET 1.2)
XXXXXXX	SAWING ASPHALT/CONCRETE. FINAL LOCATIONS TO BE DETERMINED BY ENGINEER IN FIELD.
	INSTALL INLET PROTECTION TYPE D (SEE DETAIL 2, SHEET 1.2)

NOTES:

1. LOCATION AND ACCURACY OF EXISTING UTILITY INFORMATION IS APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF UTILITIES PRIOR TO CONSTRUCTION.
2. MATCH EXISTING PAVEMENT ELEVATION AT ALL SAWCUT & PAVING LIMIT LOCATIONS UNLESS OTHERWISE NOTED.
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4. INSTALL INLET PROTECTION WITHIN REASONABLE PROXIMITY TO PAVING LIMITS.



PROJECT:

2023 LAKE GENEVA
STREET PROGRAM

LOCATION:

CITY OF LAKE
GENEVA,
WALWORTH
COUNTY

CLIENT:



RELEASE:

BID PLANS

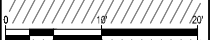
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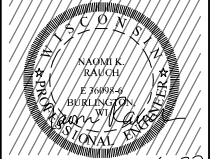


SCALE: _____



IF NOT ONE INCH ADJUST SCALE
ACCORDINGLY

SEAL:



all in 4-6-23

SHEET:

TOWNLINe BIKE PATH RESTORATION

PROJECT MANAGER:	NR
PROJECT NUMBER:	23.0150
DATE:	04-06-2023

SHEET NUMBER:

14.2

120 PROPERTIES LLC
TOWNLINE RD

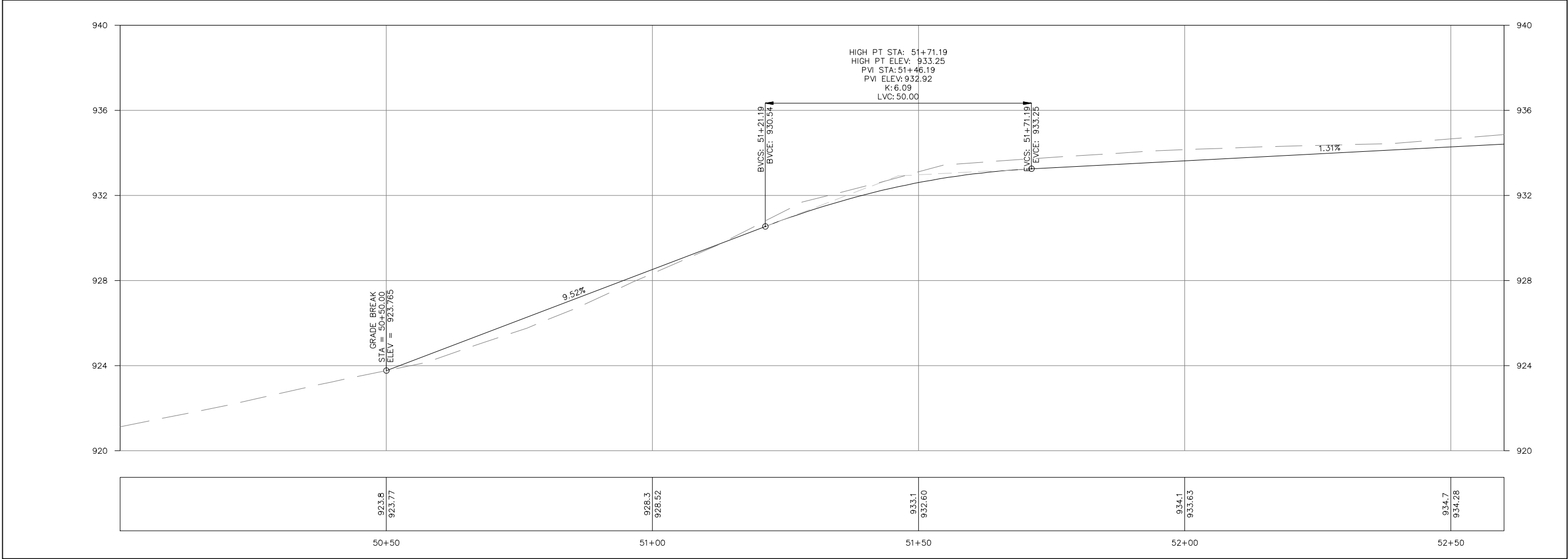
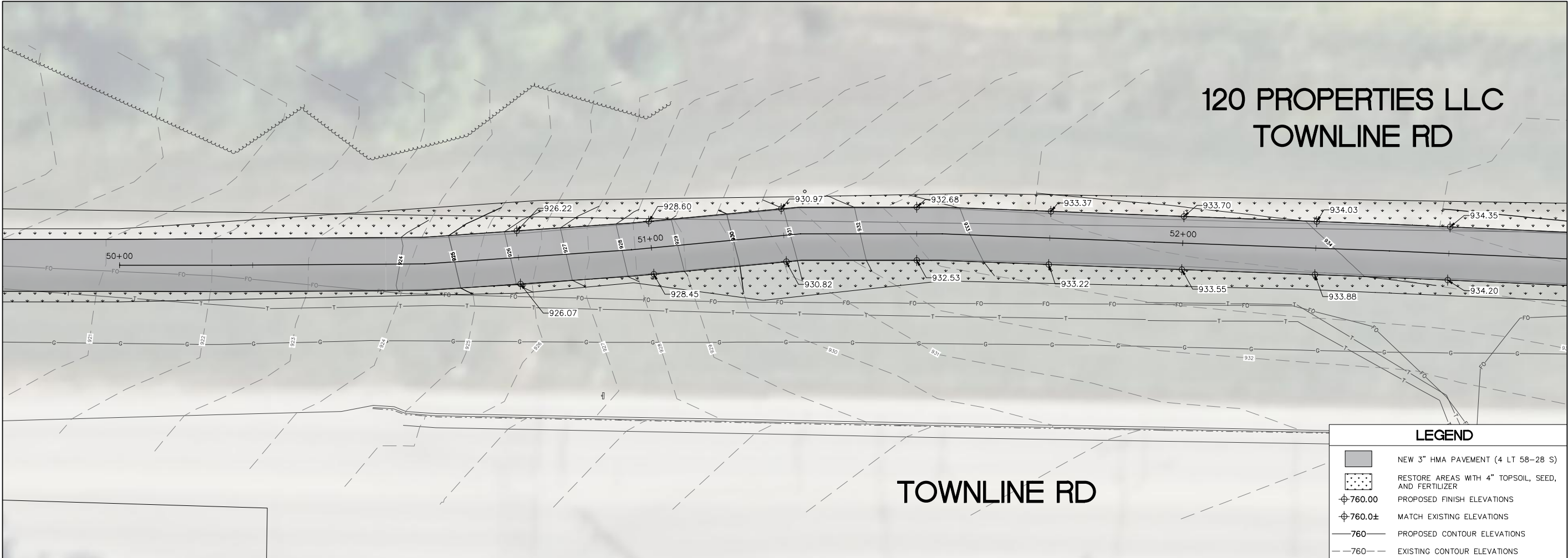
TOWNLIN RD

LEGEND

- | | |
|---|--|
|  | NEW 3" HMA PAVEMENT (4 LT 58-28 S) |
|  | RESTORE AREAS WITH 4" TOPSOIL, SEED,
AND FERTILIZER |
| ± 760.00 | PROPOSED FINISH ELEVATIONS |
| $\pm 760.0 \pm$ | MATCH EXISTING ELEVATIONS |
| <u>760</u> | PROPOSED CONTOUR ELEVATIONS |
| <u>760</u> | EXISTING CONTOUR ELEVATIONS |

FILENAME: D:\Walworth_Co\Lake Geneva_City\Gov\230150 2023 Lake Geneva Street Program\DESIGN\230150_DESIGN_BIKE_PATH.dwg

FILENAME: D:\Wdworth_Co\Lake Geneva_City\Gov\230150 2023 Lake Geneva Street Program\DESIGN\230150_DESIGN_BIKE PATH.dwg



1224 S. Pine Street
Burlington, Wisconsin
53105

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PROJECT:

2023 LAKE GENEVA
STREET PROGRAM

LOCATION:

CITY OF LAKE
GENEVA,
WALWORTH
COUNTY

CLIENT:



RELEASE:

BID PLANS

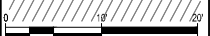
REVISIONS:

#	DATE	DESCRIPTION

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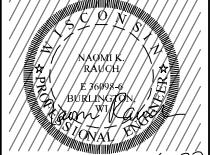


SCALE:



IF NOT ONE INCH ADJUST SCALE
ACCORDINGLY

SEAL:



all in 4-6-23

SHEET:

TOWNLINE BIKE
PATH
RESTORATION

PROJECT MANAGER: NR

PROJECT NUMBER: 23.0150

DATE: 04-06-2023

SHEET NUMBER:

14.3

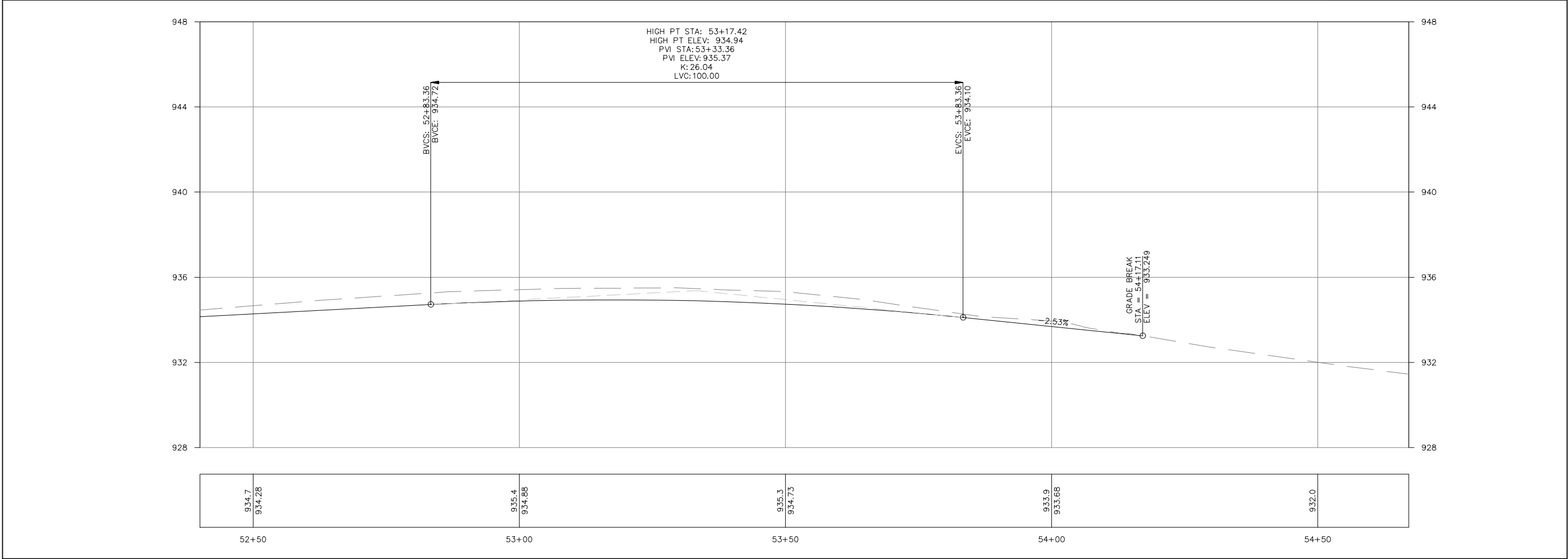
120 PROPERTIES LLC
TOWNLINE RD

TOWNLINE RD

BM 14-1
TOP NUT ON HYD
NORTHING 332741.19
EASTING 797387.19
ELEV. 932.86

LEGEND

- NEW 3" HMA PAVEMENT (4 LT 58-28 S)
- RESTORE AREAS WITH 4" TOPSOIL, SEED, AND FERTILIZER
- PROPOSED FINISH ELEVATIONS
- MATCH EXISTING ELEVATIONS
- PROPOSED CONTOUR ELEVATIONS
- EXISTING CONTOUR ELEVATIONS

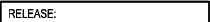


Kapur

kapurinc.com

LOCATION:

CLIENT:



REVISIONS:

NORTH ARROW: _____



SEAL: _____



SHEET:

PROJECT MANAGER:	NR
PROJECT NUMBER:	23.0150
DATE:	04-06-2023

SHEET NUMBER:

14.4

PROJECT:

2023 LAKE GENEVA
STREET PROGRAM

LOCATION:

CITY OF LAKE
GENEVA,
WALWORTH
COUNTY

CLIENT:



BID PLANS

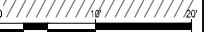
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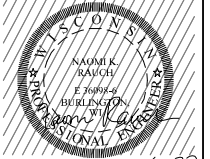


SCALE: _____



IF NOT ONE INCH ADJUST SCALE
ACCORDINGLY

SEAL: _____



all in 4-6-23

SHEET:

TOWNLINe BIKE PATH RESTORATION

PROJECT MANAGER:	NR
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PROJECT NUMBER:	23.0150
-----------------	---------

DATE: 04-06-2023

SHEET NUMBER:

14.5

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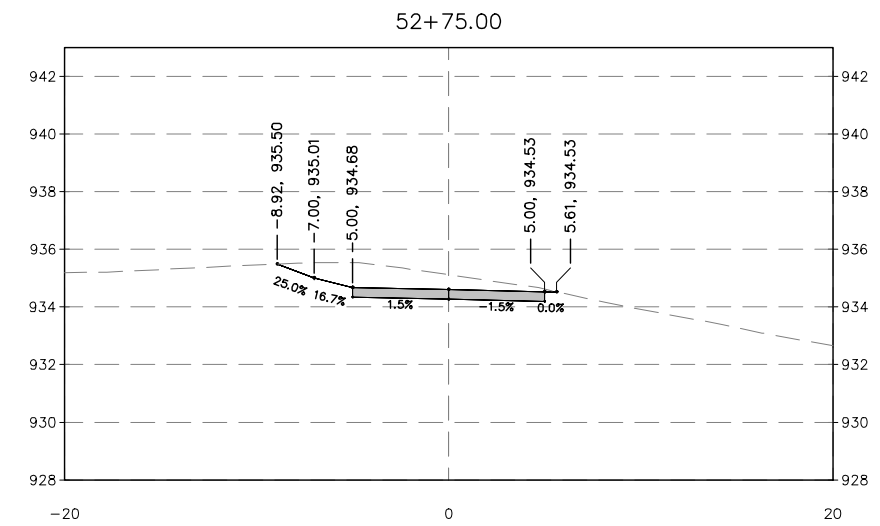
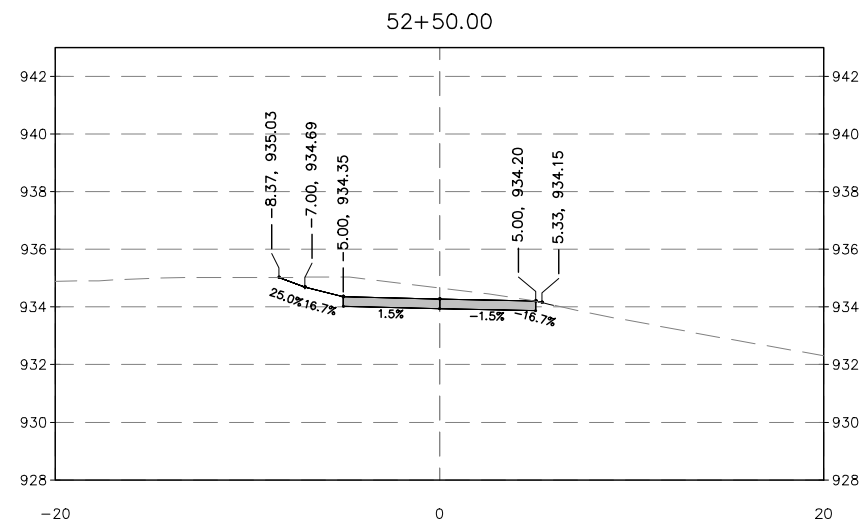
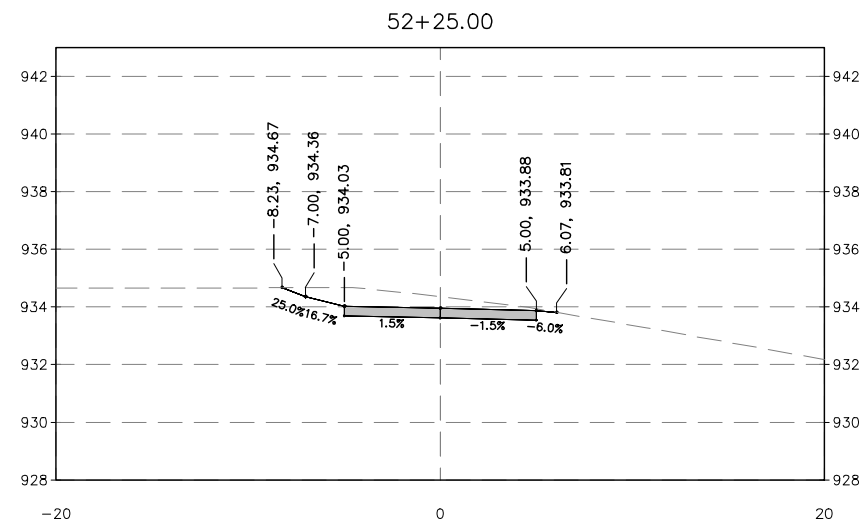
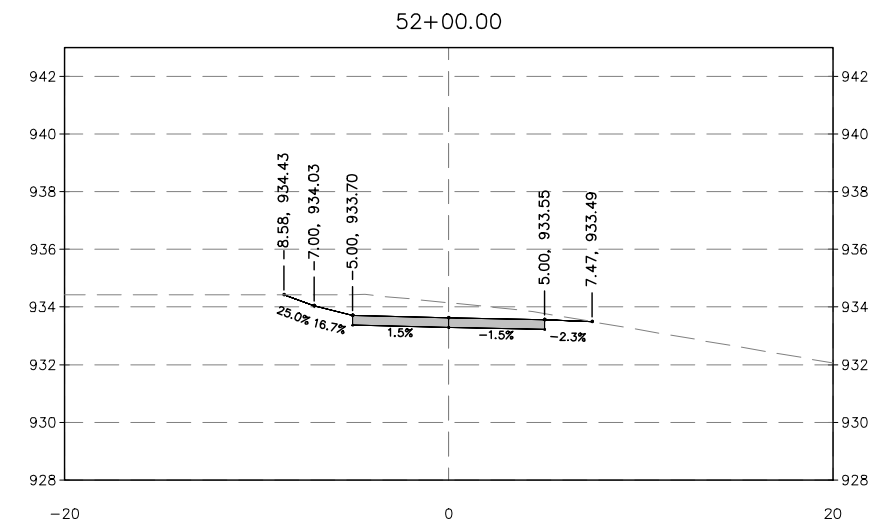
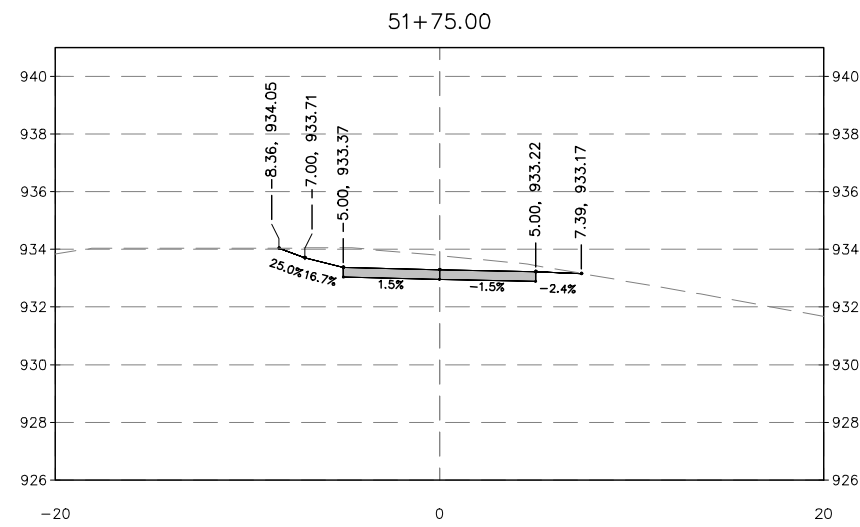
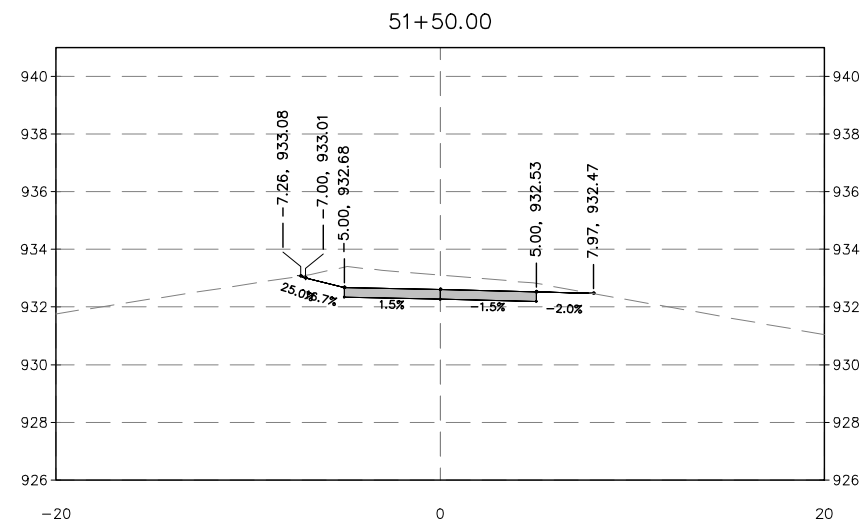
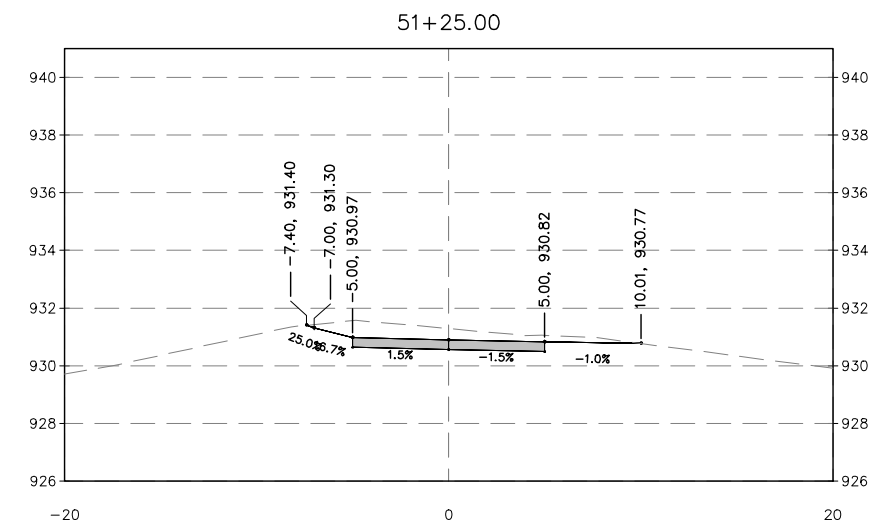
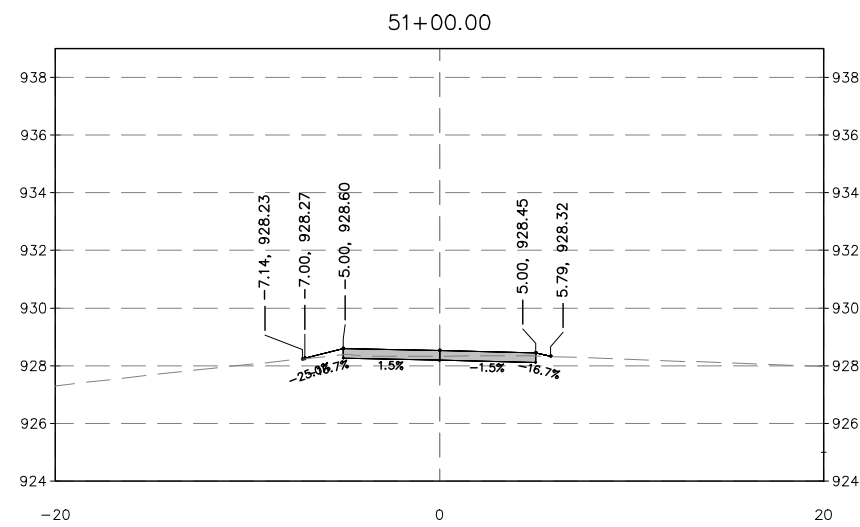
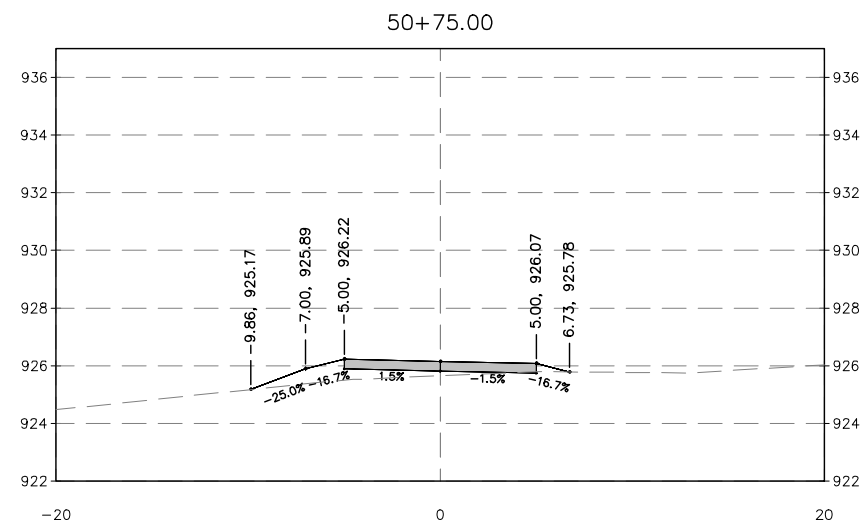
120 PROPERTIES LLC
TOWNLINE RD

TOWNLINERD

120 PROPERTIES LLC
TOWNLINE RD

LEGEND

- | | |
|---|---|
|  | NEW 3" HMA PAVEMENT (4 LT 58-28 S) |
|  | RESTORE AREAS WITH 4" TOPSOIL, SEED, AND FERTILIZER |
| $\phi 760.00$ | PROPOSED FINISH ELEVATIONS |
| $\phi 760.0 \pm$ | MATCH EXISTING ELEVATIONS |
| <u>760</u> | PROPOSED CONTOUR ELEVATIONS |
| -760- | EXISTING CONTOUR ELEVATIONS |

2023 LAKE GENEVA
STREET PROGRAM

LOCATION:

CITY OF LAKE
GENEVA,
WALWORTH
COUNTY

CLIENT:



RELEASE:

BID PLANS

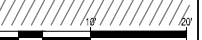
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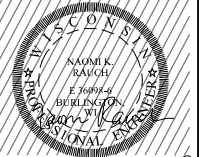


SCALE:



IF NOT ONE INCH ADJUST SCALE
ACCORDINGLY

SEAL:



all in 4-6-23

SHEET:

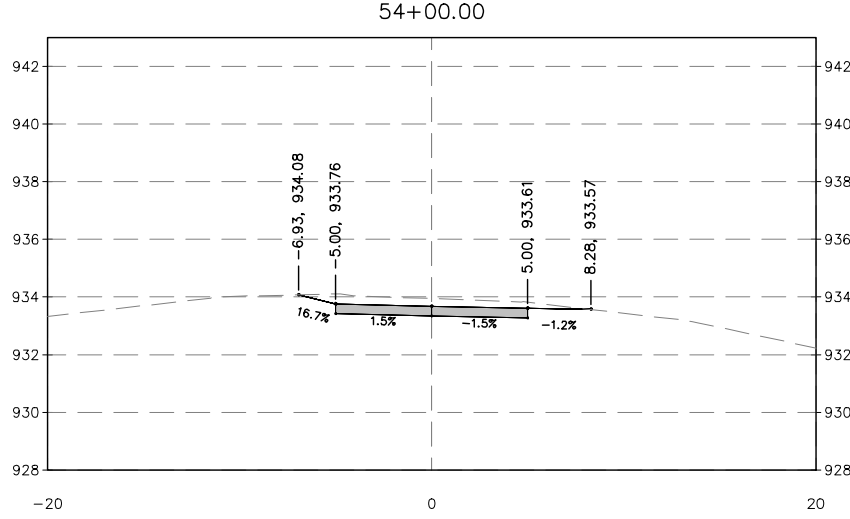
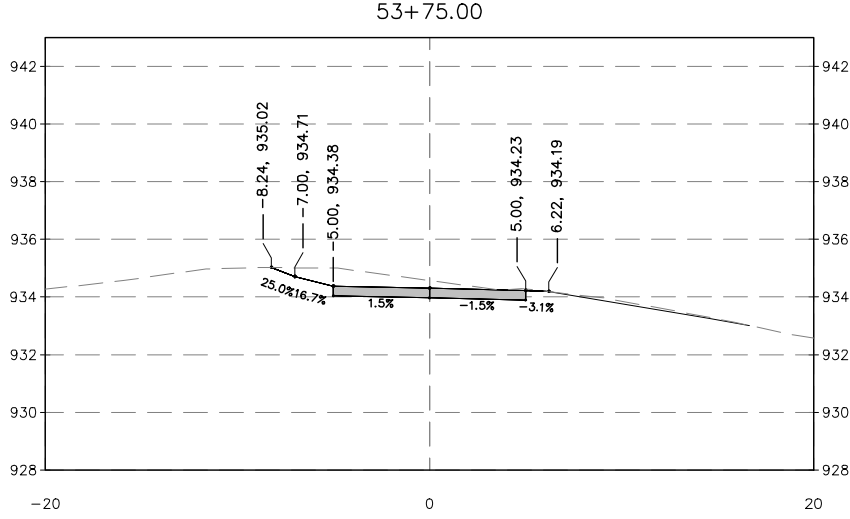
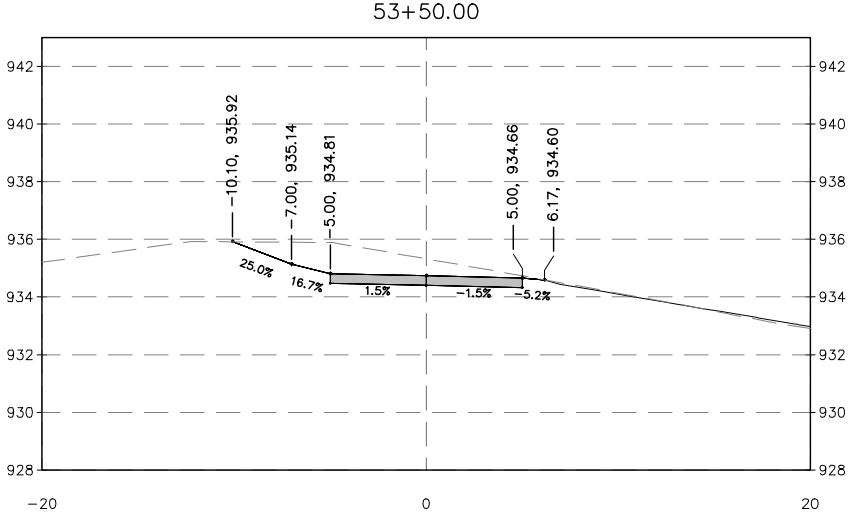
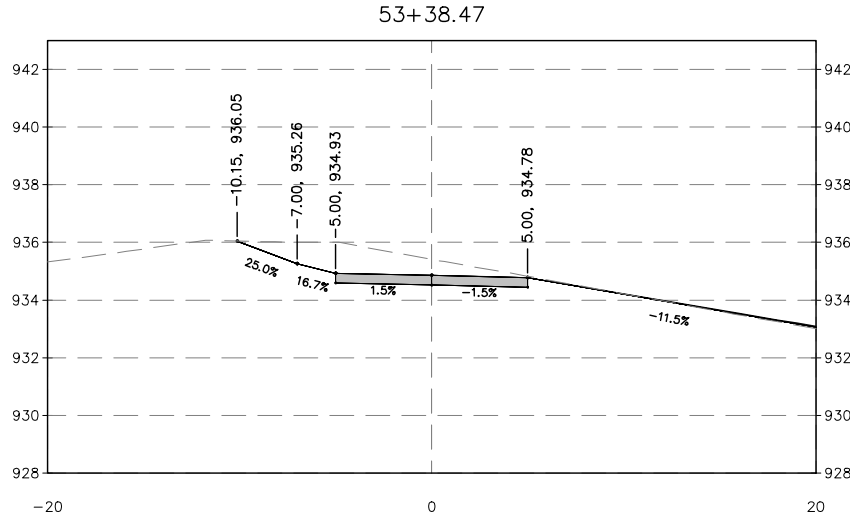
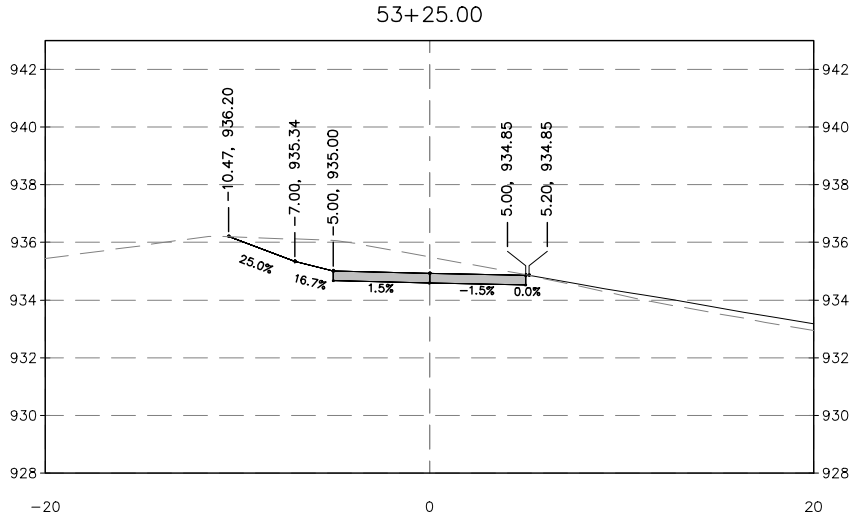
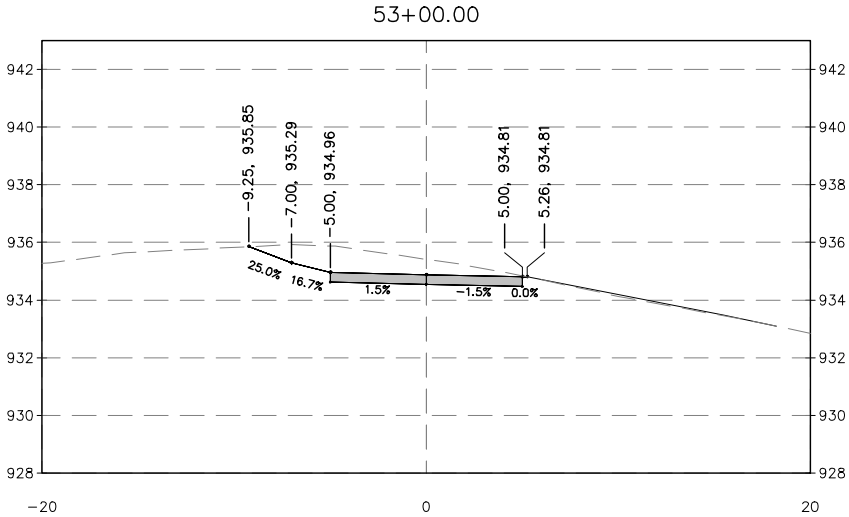
TOWNLINe BIKE PATH CROSS SECTIONS

PROJECT MANAGER:	NR
PROJECT NUMBER:	23.0150
DATE:	04-06-2023

SHEET NUMBER:

14.6

FILENAME: D:\Widworth_Co\Lake Geneva_City\Gov\230150 2023 Lake Geneva Street Program\DESIGN\230150_DESIGN_BIKE PATH.dwg



1224 S. Pine Street
Burlington, Wisconsin
53105

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PROJECT:

2023 LAKE GENEVA
STREET PROGRAM

LOCATION:

CITY OF LAKE
GENEVA,
WALWORTH
COUNTY

CLIENT:



RELEASE:

BID PLANS

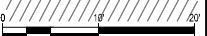
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#	DATE	DESCRIPTION

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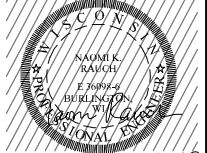


SCALE:



IF NOT ONE INCH ADJUST SCALE
ACCORDINGLY

SEAL:



all in 4-6-23

SHEET:

TOWNLINE BIKE
PATH CROSS
SECTIONS

PROJECT MANAGER: NR
PROJECT NUMBER: 23.0150
DATE: 04-06-2023

SHEET NUMBER:

14.7



City of Lake Geneva

Department of Public Works

1065 Carey St.

Lake Geneva, WI 53147

262.248.6644

To; Lake Geneva City Council
From; DPW
Re; 1070 Carey St Roofing Project

01 May 2023

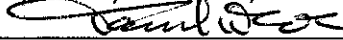
DPW began looking into the reroofing of the flat section of its building located at 1070 Carey St in 2019. With the onset of the pandemic, we were unable to find any contractors willing to supply us with proposals. The roof is in dire need of replacement.

In late 2022 the City was finally able to work with Kehoe-Henry Engineering and put together a Request for Proposals. The RFP was advertised per City Policy and State Statutes as a Class II notice as is typical. One bid was received.

The City received a bid from Carlson Racine Roofing for \$105,962.00. The budget for the project is;
Fund 43-32-10-17020 \$140,000

References were checked by the Engineer and DPW and at this time DPW recommends approval of the Carlson Racine Roofing bid for \$105,962.00

Respectfully submitted;



Tom Earle, DPW

PROPOSAL

TO: CITY OF LAKE GENEVA
Lake Geneva, Wisconsin

CONTRACTOR'S NAME AND ADDRESS: Carson Rafter Roofing & Siding, Inc.
2401 EATON LANE
RACINE WI 53407

CONTRACTOR'S PHONE NO.: 262-632-5920

PROPOSAL FOR: Reroofing Project at 1070 Carey Street for
CITY OF LAKE GENEVA
Lake Geneva, Wisconsin
Job No. 2218

BIDS DUE: April 19, 2023

1. The undersigned, having familiarized itself with the local conditions affecting the cost of the Work, and with the Contract Documents, including Invitation for Bids, Instructions to Bidders, Agreement, Proposal, Performance Bond, Labor and Material Payment Bond, Plans and Specifications, including any or all Addenda thereto, as prepared by Kehoe-Henry & Associates, Inc., hereby proposes to perform and to provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility, transportation, and services necessary to complete the Work of:

Branch A: Reroofing Work

for the Base Bid sum of:

One Hundred Five Thousand Nine Hundred Sixty Two Dollars
(amount written in words)
(\$ 105,962.00)
(amount written in numbers)

Job No. 2218
PROP-1

2. ALTERNATE BIDS

All Bidders shall include below all applicable alternate prices requested as (add to), (deduct from), or (no change) in Base Bid price. *(Cross out terms that do not apply.)*

A. None required.

3. BID SECURITY ATTACHED *(check one)*

10% ✓ — Bid Bond
_____ — Certified Check, Amount \$ _____

4. By submitting this Bid, we acknowledge the receipt and inclusion of the following Addenda:

Addendum #1: _____

Addendum #2: _____

Addendum #3: _____

PLEASE INITIAL ADDENDA RECEIVED!

5. UNIT PRICES

A. Only one price may be submitted for each unit price requested.

1) **Branch A:** Contractors to provide unit prices for:

None required.

6. It is understood that the Owner reserves the right to reject any or all Bids. If written notice of acceptance of this Bid is mailed or delivered to the undersigned within thirty (30) days after the opening thereof, the undersigned agrees to execute and deliver a Contract in a prescribed form and furnish a Performance Bond and a Labor and Material Payment Bond within ten (10) days after the Contract is presented to them for signature.

7. SUBCONTRACTOR LISTINGS

List one (1) name for each Division of Work. After Bid opening, this list cannot be altered without written consent of the Owner. Pursuant to the requirements of the Instructions to Bidders, this Bid is based on the following Subcontractors:

Class of Work

Subcontractor

A. **Branch A** shall submit the following:

Demolition and Removals	<u>NONE</u>
Carpentry	<u>NONE</u>
Architectural Sheet Metal	<u>NONE</u>
Sealants and Caulking	<u>NONE</u>
HVAC	<u>UNITED MECHANICAL</u>
Electrical	<u>UNITED MECHANICAL</u>

8. If a Corporation, state correct legal title:

CANSON RACER ROOFING & SHEET METAL, INC.

State in which Incorporated: WISCONSIN

NAMES AND TITLES OF OFFICERS authorized to sign Contracts: Attach a certified Corporate resolution naming persons authorized to sign Contracts and/or submit Bids on behalf of the Corporation.

9. If a Partnership, name the Partners:

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

CARLSON RACINE ROOFING & SHEET METAL, INC.
(Name of Corporation, Partnership)

FRED L. PETERSEN

(or Person Submitting)

By:

[Signature]

(Signature)

Title, if any:

PRESIDENT

Date:

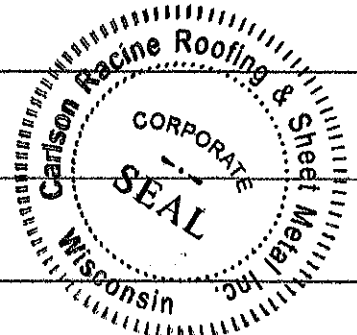
3/17/23

Address:

2401 EATON LANE, RACINE, WI 53404

Phone:

262-632-5920



11. Subscribed and sworn to before me this 21 day of

March

, 2023

NOTARY PUBLIC:

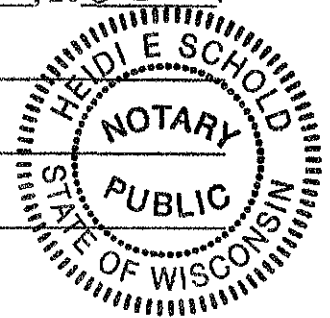
[Signature]

IN AND FOR THE STATE OF:

WISCONSIN

MY COMMISSION EXPIRES:

3 March 2023



12. **MATERIAL SELECTION LIST**

Wherever more than one material or product is specified by name in the Specifications or added by Addendum, the Contractor shall state in the space provided below which particular manufacturer, brand, make, or kind they intend to provide. The list shall follow the order of the Specifications and shall be labeled by Article, Number, Material, or Product and Manufacturer's Name, Brand, or Catalog Reference. Attach additional sheets, if necessary.

If the Bidder does not list one of the materials or products in the Proposal form, the Owner shall have the right to select any of the materials or products named without a change in the Bid or Contract Price. Contractor may, at its own option, submit the following Material Selection List with its Bid at the time of submission, or submit the following Material Selection List by 4:00 p.m. local time on the day after Bids are due, to the office of the Architect-Engineer. List will be required of the three (3) low Bidders on each Branch of Construction.

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:*(Name, legal status and address)***Carlson Racine Roofing & Sheet Metal, Inc.****2401 Eaton Lane
Racine, WI 53404****OWNER:***(Name, legal status and address)***City of Lake Geneva
626 Geneva Street
Lake Geneva, WI 53147****BOND AMOUNT: *** TEN PERCENT OF AMOUNT BID *******SURETY:***(Name, legal status and principal place of business)***Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038**

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

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

PROJECT:*(Name, location or address, and Project number, if any)***Lake Geneva DPW Reroofing Project 1070 Carey Street**

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

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

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

Signed and sealed this

19th

day of April

2023

*(Witness)***Carlson Racine Roofing & Sheet Metal, Inc.***(Principal)**(Title)***Hudson Insurance Company***(Surety)**(Title)***Todd Schaap, Attorney-in-Fact**

CORPORATE

SEAL

WISCONSIN
(Sgq)

Init.

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POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Thomas O. Chambers and Todd Schaap
of the State of Wisconsin

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Twenty Five Million Dollars (\$25,000,000.00)**.

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 3rd day of June, 20 22 at New York, New York.



Attest:
Dina Daskalakis
Corporate Secretary

HUDSON INSURANCE COMPANY

By:
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 3rd day of June, 20 22 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

CERTIFICATION

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 19th day of April, 2023.



By:
Dina Daskalakis
Corporate Secretary

STATE OF WISCONSIN)

COUNTY OF **Milwaukee**)

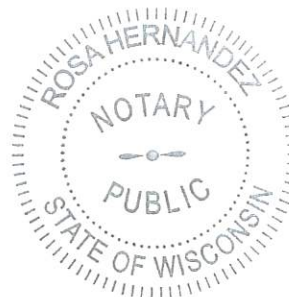
ON THIS 19th day of April, 2023,
before me, a notary public, within and for said County and State, personally appeared ____
Todd Schaap to me personally known, who being duly sworn,
upon oath did say that he is the Attorney-in-Fact of and for the _____
Hudson Insurance Company, a corporation
of Delaware, created, organized and existing under and
by virtue of the laws of the State of Delaware; that the corporate seal
affixed to the foregoing within instrument is the seal of the said Company; that the seal
was affixed and the said instrument was executed by authority of its Board of Directors;
and the said Todd Schaap did acknowledge that he/she
executed the said instrument as the free act and deed of said Company.



Rosa Hernandez

Notary Public, **Milwaukee** County, Wisconsin

My Commission Expires **1/22/2027**



MEMORANDUM TO THE CITY OF LAKE GENEVA

To: City of Lake Geneva
From: Brandi Rajala
Date: May 3, 2023
Re: Notice of Award, Agreement, and Notice to Proceed Documentation
2023 Lake Geneva Street Program

Attached are the Notice of Award, Agreement, Performance Bond, Payment Bond, Certificate of Insurance, and Notice to Proceed documentation for the project listed below.

Project: 2023 Lake Geneva Street Program
Contractor: Wolf Paving Co., Inc.
1320 Walnut Ridge Dr. Suite 100
Hartland, WI 53029

Upon approval of the recommendation of Award by the Common Council, please submit the documentation to Contractor as follows:

1. City shall submit three **signed** copies of the Notice of Award (with motion/resolution approving the Award), one each to Contractor, Engineer, and one for City's records. Also, City shall submit three **unsigned** copies of the Agreement and one copy of the Performance Bond, Payment Bond, and Certificate of Insurance.

Contractor is to sign copies of the Agreement. Return to the City with two copies each (minimum – for City and Engineer) of the Performance Bond, Payment Bond, and Certificate of Insurance within 15 days of receiving Notice of Award.

2. Contractor shall return three **signed** copies of the Agreement with two copies each (minimum) of the Performance Bond, Payment Bond, and Certificate of Insurance (copies enough to provide City and other additional insured's listed in supplemental conditions).

City shall sign three copies of Agreement upon review of contract signatures and receipt of the Payment Bonds, Performance Bonds, and Certificate of Insurance.

3. City shall return one fully executed Agreement to the Contractor. City shall also submit three **signed** copies of the Notice to Proceed, one each to Contractor, Engineer, and one for City's records.

City shall keep one copy of the fully executed Agreement and submit one copy to the Engineer.

Please contact me if you have any questions at (262) 806-9170.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Lake Geneva (“Owner”) and
Wolf Paving Co., Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

2023 Lake Geneva Street Program

City of Lake Geneva (Owner), 626 Geneva Street, Lake Geneva, WI 53147

BID OPENING: Thursday, April 20th 2023, 10:00 am (CDT)

Bids are **REQUIRED** to be **SUBMITTED ELECTRONICALLY** through www.QuestCDN.com. Bids will be opened and read aloud via a **Microsoft Teams** conference call at the above time and date, with results posted online shortly thereafter. Instructions to join the **Microsoft Teams** conference call are as follows:

Topic: **2023 Lake Geneva Street Program Bid Opening**

Time: April 20, 2023 10:00 AM Central Time

Join **Microsoft Teams** Meeting by Web Browser:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTM3NWRjMTctODM5Mi00NGVmlTg0MjctM2JiN2M5YjRlMzEw%40thread.v2/0?content=%7b%22id%22%3a%22d68947bf-f722-4032-ae27-f857a57db42d%22%2c%22oid%22%3a%227421b947-8e30-4d37-9edd-fa4248179a97%22%7d

Join **Microsoft Teams** Meeting by Mobile Phone (audio only):

1-414-662-4839

Meeting ID: 892 318 467#

ARTICLE 2 – THE PROJECT

The Project, of which the Work under the Contract Documents is a part, is generally described as follows: All work to be completed as detailed on the provided construction plans and specifications. The work is summarized as:

The Base Bid work for the above contract includes the following treatments to the respective streets, alleyways, and parking lots:

Full Pavement Reconstruction:

- Lake Geneva Boat Parking Lot F (at S Lakeshore Dr / Baker St)

3-Inch (Full Depth) Asphalt Mill and Overlay:

- North St / Dodge St Alleyway (between Cook St / Broad St)

- Waverly St Alleyway (between Spring St / Haskins St)
- George St / Wheeler St Alleyway (between Elkhorn Rd / Tolman St)

2-Inch Asphalt Mill and Overlay:

- Circle Dr (at Miller Rd)
- Elm St (between W South St / Maple St)
- Henry St (between Williams St / Center St)
- Horace St (between Grant St / Wheeler St)
- North St (between Warren St / Madison St)
- Pond View Ln (at Dodge St)
- Dodge St (between Pond View Ln / McDonald Rd)
- Fair View Ln (between Sky Lane Dr / Termini)
- Sky Lane Dr (between Fair View Ln / Linda Ln)
- Wells St (between Cass St / Campbell St)

New Sidewalk will also be constructed on the North side of Baker Street as a part of this project. Also included is the repaving of the Bike Path on the North side of Townline Road from Hudson Trail to Edwards Boulevard.

Major work items and approximate quantities include: 3,500 tons HMA Pavement, 7,000 SF of Concrete Sidewalk, 2,500 LF of Concrete Curb & Gutter, 3,400 CY of excavation common / excavation common - EBS, 5,400 TON of Base Aggregate Dense, and 6,000 SY of landscape restoration. These improvements also include clearing & grubbing, driveway replacement, sawing asphalt and concrete, traffic control, pavement markings, and erosion control.

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by Kapur & Associates, Inc., 1224 S. Pine Street, Burlington, WI 53105.
- 3.02 The Owner has retained Kapur & Associates, Inc (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
 - A. The Work will be substantially completed on or before October 13, 2023, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before November 13, 2023. If needed contractor may stabilize for winter and restore in spring under warranty. Refer to the Special Provisions.

4.03 Liquidated Damages

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

- (1) *If the contractor does not complete the work within the contract time or within the extra time allowed under engineer-granted time extensions, the Owner will assess liquidated damages. The Owner will deduct a specified sum from payments due the Contractor for every calendar day on calendar day contracts and completion date contracts, or for every working day on working day contracts, that the work remains uncompleted.*
- (2) *This deducted sum is not a penalty but is a fixed, agreed, liquidated damage due the Owner from the Contractor by reason of inconvenience to the public, the added cost of engineering and supervision, maintenance of detours, and other items that have caused an expenditure of public funds resulting from the Contractor's failure to complete the work within the contract time.*
- (3) *Unless modified in the special provisions, the Owner will assess the following daily liquidated damages. The values shown reflect only the cost of engineering and supervision.*

LIQUIDATED DAMAGES			
ORIGINAL CONTRACT AMOUNT		DAILY CHARGE	
FROM MORE THAN	TO AND INCLUDING	CALENDAR DAY	WORKING DAY
\$0	\$250,000	\$945	\$1890
\$250,000	\$500,000	\$835	\$1670
\$500,000	\$1,000,000	\$1045	\$2090
\$1,000,000	\$2,000,000	\$1570	\$3140
\$2,000,000	-----	\$2185	\$4370

- (4) *If the Engineer allows the Contractor to continue and finish the work or any part of it after the contract time expires, the Owner waives no rights under the contract.*

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment once a month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General

Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). 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, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Special Provisions as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) with each sheet bearing the following general title: **2023 Lake Geneva Street Program**.
 - 8. Addenda (numbers 1 to 2, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. WisDOT Standard Detail Drawings.
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.

- b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner,

- (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Lake Geneva

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

626 Geneva Street

Lake Geneva, WI 53147

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

NOTICE OF AWARD

Date of Issuance:

Owner: **City of Lake Geneva**

Owner's Contract No.:

Engineer: **Kapur & Associates, Inc.**

Engineer's Project No.: **23.0150**

Project: **2023 Lake Geneva Street Program**

Contract Name:

Bidder: **Wolf Paving Co., Inc.**

Bidder's Address: **1320 Walnut Ridge Dr. Suite 100, Hartland, WI 53029**

TO BIDDER:

You are notified that Owner has accepted your Bid dated **April 20, 2023** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: **2023 Lake Geneva Street Program**.

The Contract Price of the awarded Contract is: **\$ One Million One Hundred Seventy-Nine Thousand Seven Hundred Twenty Dollars and Twenty Cents (\$1,179,720.20), based on the unit price bid provided on April 20, 2023, based on planned quantities; actual price to be based on approved quantities.**

[3] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [3] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Lake Geneva**

Authorized Signature

By: _____

Title: _____

Copy: Engineer

NOTICE TO PROCEED

Owner: **City of Lake Geneva**

Owner's Contract No.:

Contractor: **Wolf Paving Co., Inc.**

Contractor's Project No.:

Engineer: **Kapur & Associates, Inc**

Engineer's Project No.: **23.0150**

Project: **2023 Lake Geneva Street Program**

Contract Name:

Effective Date of Contract:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [REDACTED], 20[REDACTED]. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is **October 13, 2023**, and the date of readiness for final payment is **November 13, 2023**.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner: **City of Lake Geneva**

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

PAYMENT BOND

CONTRACTOR *(name and address)*:

Wolf Paving Co., Inc.
1320 Walnut Ridge Dr. Suite 100
Hartland, WI 53029

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

City of Lake Geneva
626 Geneva St.
Lake Geneva, WI 53147

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: **One Million One Hundred Seventy-Nine Thousand Seven Hundred Twenty Dollars and Twenty Cents (\$1,179,720.20)**

Description *(name and location)*: **2023 Lake Geneva Street Program**

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

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

CONTRACTOR AS PRINCIPAL

SURETY

(seal)

Contractor's Name and Corporate Seal

(seal)

Surety's Name and Corporate Seal

By: _____

Signature

By: _____

Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____

Signature

Attest: _____

Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, 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.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance

of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the 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.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

PERFORMANCE BOND

CONTRACTOR *(name and address):*

Wolf Paving Co., Inc.
1320 Walnut Ridge Dr. Suite 100
Hartland, WI 53029

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

City of Lake Geneva
626 Geneva St.
Lake Geneva, WI 53147

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: **One Million One Hundred Seventy-Nine Thousand Seven Hundred Twenty Dollars and Twenty Cents (\$1,179,720.20)**

Description *(name and location):* **2023 Lake Geneva Street Program**

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

EJCDC® C-610, Performance Bond

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and American Society of Civil Engineers. All rights reserved. 1 of 3

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be

secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction 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 the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. 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 a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the 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 periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages

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

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

CERTIFICATE OF INSURANCE

PROJECT: 2023 Lake Geneva Street Program

This is to certify that the policies listed below have been issued to the insured named below by the Company(s) indicated below and are in force at this date. The insurance coverages listed will not be cancelled, materially changed or renewal refused until at least thirty (30) days written notice has been given to the OWNER.

The holder of this certificate is a party to the Certificate of Insurance pursuant to Article 6 of the General Conditions to the contract.

COMPANIES AFFORDING COVERAGES

COMPANY A	
LETTER	
AGENCY NAME:	
ADDRESS:	
SIGNATURE:	
AUTHORIZED REPRESENTATIVE	
DATE:	

COMPANY C	
LETTER	
AGENCY NAME:	
ADDRESS:	
SIGNATURE:	
AUTHORIZED REPRESENTATIVE	
DATE:	

COMPANY B	
LETTER	
AGENCY NAME:	
ADDRESS:	
SIGNATURE:	
AUTHORIZED REPRESENTATIVE	
DATE:	

COMPANY D	
LETTER	
AGENCY NAME:	
ADDRESS:	
SIGNATURE:	
AUTHORIZED REPRESENTATIVE	
DATE:	

NAME AND ADDRESS OF INSURED:	
NAME:	
ADDRESS:	
NAME AND ADDRESS OF CERTIFICATE HOLDER:	
NAME:	
ADDRESS:	

NAME(S) AND ADDRESS(S) OF ADDITIONALLY INSURED:	
NAME:	City of Lake Geneva
ADDRESS:	626 Geneva Street
	Lake Geneva, WI 53147
NAME:	Kapur & Associates, Inc.
ADDRESS:	1224 South Pine Street
	Burlington, WI 53105
NAME:	
ADDRESS:	
NAME:	
ADDRESS:	
NAME:	
ADDRESS:	

Company Letter	Type of Insurance	Policy Number	Policy Expiration Date	Limits of Liability in Thousands (000)	
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY			Statutory Each Accident Disease-Policy limit Disease-Each Employee	
	MOTOR VEHICLE LIABILITY ☐ ANY AUTO ☐ ALL OWNER AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ GARAGE LIABILITY ☐			CSL	
				Bodily injury (Per Person)	
				Bodily injury (Per Accident)	
				Property	
	GENERAL LIABILITY ☐ COMMERCIAL GEN LIABILITY ☐ CLAIMS MADE ☐ OCCURRENCE ☐ OWNER'S & CONTRACTOR'S PROTECTIVE ☐ ☐ ☐ CONTRACTUAL LIABILITY ☐ COMPLETED OPERATIONS			General Aggregate	
				Prods-Comp/Ops Aggregate	
				Pers. & Adv. Injury	
				Each Occurrence	
				Fire Damage (Any One Fire)	
				Medical Expense (Any One Person)	
				Contractual Liability	
				Completed Operations	
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM			Aggregate	Each Occurrence
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIALTIES

DATE ISSUED _____

AUTHORIZED SIGNATURE _____

MEMORANDUM TO THE CITY OF LAKE GENEVA

To: Tom Earle
From: Brandi Rajala
CC: Lana Kropf, Naomi Rauch, Mike Timmers
Date: April 20, 2023
Re: Bid Approval and Recommendation for 2023 Lake Geneva Street Program

A total of three bids were received on Thursday, April 20, 2023, for the **2023 Lake Geneva Street Program**. The bids were reviewed, and the final bid tab results are as follows:

Item	Bidder No. 1 Wolf Paving Co, Inc. (Hartland, WI)	Bidder No. 2 Payne & Dolan, Inc. (Waukesha, WI)	Bidder No. 3 Asphalt Contractors, Inc. (Union Grove, WI)
Total Base Bid:	\$1,179,720.20	\$1,274,435.30	\$1,501,593.05

Per the Contract, the award of the **2023 Lake Geneva Street Program** shall go to the lowest responsible bidder based on the lowest bid of the work that the City chooses to complete. Based on the review of the bids, the review of the bidder's qualification statement and previous experience, and discussion with the City and DPW staff, it is my recommendation to award the **2023 Lake Geneva Street Program** contract to **Wolf Paving Co, Inc.** A bid bond of 5% of the contract price, and qualification statement were submitted and complete with each bid. The project General Bid Tab is attached for your review.



2023 Lake Geneva Street Program - General Bid Tab Summary

City of Lake Geneva, Walworth County, Wisconsin - Bid Opening 04/20/2023 at 10:00 am

	Wolf Paving	Payne & Dolan	Asphalt Contractors
POND VIEW LN (AT DODGE ST)	\$63,177.75	\$72,475.16	\$87,605.00
DODGE ST (BETWEEN POND VIEW LN / MCDONALD RD)	\$53,153.10	\$59,228.43	\$73,138.20
CIRCLE DR (AT MILLER RD)	\$61,971.20	\$69,225.29	\$83,588.00
FAIR VIEW LN (BETWEEN SKY LANE DR / TERMINI)	\$84,011.40	\$107,197.37	\$111,986.00
SKY LANE DR (BETWEEN FAIR VIEW LN / LINDA LN)	\$70,980.30	\$79,873.61	\$98,154.00
HORACE ST (BETWEEN GRANT ST / WHEELER ST)	\$46,258.45	\$51,070.03	\$62,711.50
HENRY ST (BETWEEN WILLIAMS ST / CENTER ST)	\$91,670.85	\$103,757.08	\$127,884.50
NORTH ST (BETWEEN WARREN ST / MADISON ST)	\$71,396.45	\$82,279.16	\$94,487.20
WELLS ST (BETWEEN CASS ST / CAMPBELL ST)	\$144,626.20	\$127,615.42	\$152,657.90
ELM ST (BETWEEN W SOUTH ST / MAPLE ST)	\$48,314.70	\$57,117.72	\$64,855.50
GEORGE ST / WHEELER ST ALLEYWAY (BETWEEN C.T.H. H / TOLMAN ST)	\$39,012.80	\$40,189.17	\$59,231.50
WAVERLY ST ALLEYWAY (BETWEEN SPRING ST / HASKINS ST)	\$21,639.80	\$22,989.07	\$20,292.50
NORTH ST / DODGE ST ALLEYWAY (BETWEEN COOK ST / BROAD ST)	\$43,503.00	\$42,477.23	\$73,252.50
LAKE GENEVA BOAT PARKING LOT F	\$274,704.60	\$285,594.25	\$299,974.75
TOWNLINE ROAD BIKE PATH (BETWEEN HUDSON TRL / EDWARDS BLVD)	\$65,299.60	\$73,346.31	\$91,774.00
TOTAL BASE BID	\$1,179,720.20	\$1,274,435.30	\$1,501,593.05



2023 Lake Geneva Street Program - General Bid Tab

City of Lake Geneva, Walworth County, Wisconsin - Bid Opening 04/20/2023 at 10:00 am

POND VIEW LN (AT DODGE ST)				Wolf Paving		Payne & Dolan		Asphalt Contractors	
Item No.	Item Description	Unit	Estimated Qty.	Bid Unit Price	Price	Bid Unit Price	Price	Bid Unit Price	Price
204.0110	Removing Asphaltic Surface (Driveways)	SY	20	\$27.00	\$540.00	\$26.75	\$535.00	\$8.00	\$160.00
204.0120	Removing Asphaltic Surface Milling (Partial Depth 2")	SY	1755	\$2.76	\$4,843.80	\$4.50	\$7,897.50	\$6.20	\$10,881.00
204.0150	Removing Curb & Gutter	LF	88	\$10.50	\$924.00	\$10.50	\$924.00	\$11.50	\$1,012.00
205.0100	Excavation Common - EBS (Undistributed)	CY	120	\$35.00	\$4,200.00	\$16.70	\$2,004.00	\$31.00	\$3,720.00
305.0120	Base Aggregate Dense 1 1/4-Inch - EBS (Undistributed)	TON	100	\$28.00	\$2,800.00	\$24.75	\$2,475.00	\$44.00	\$4,400.00
311.0110	Breaker Run (3" Crushed Allowed) - EBS (Undistributed)	TON	120	\$26.00	\$3,120.00	\$24.75	\$2,970.00	\$44.00	\$5,280.00
460.5224	HMA Pavement Type 4 LT 58-28 S. Item also includes tack coat (455.0605).	TON	265	\$79.00	\$20,935.00	\$88.15	\$23,359.75	\$110.00	\$29,150.00
465.0110	Asphaltic Surface Patching	TON	24	\$115.00	\$2,760.00	\$88.15	\$2,115.60	\$180.00	\$4,320.00
465.0120	Asphalt Surface Driveways	TON	5	\$110.00	\$550.00	\$88.15	\$440.75	\$220.00	\$1,100.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	88	\$38.00	\$3,344.00	\$39.50	\$3,476.00	\$41.00	\$3,608.00
611.8105	Adjusting Catch Basin Covers	EACH	1	\$2,100.00	\$2,100.00	\$2,835.00	\$2,835.00	\$3,120.00	\$3,120.00
611.8110	Adjusting Manhole Covers	EACH	3	\$3,100.00	\$9,300.00	\$3,434.00	\$10,302.00	\$3,778.00	\$11,334.00
628.7020	Inlet Protection Type D	EACH	5	\$145.00	\$725.00	\$132.28	\$661.40	\$160.00	\$800.00
630.0500	Seed Water	MGAL	2	\$40.00	\$80.00	\$158.73	\$317.46	\$45.00	\$90.00
690.0150	Sawing Asphalt	LF	203	\$1.40	\$284.20	\$1.40	\$284.20	\$3.50	\$710.50
690.0250	Sawing Concrete	LF	30	\$2.30	\$69.00	\$2.30	\$69.00	\$4.00	\$120.00
SPV.0060.01	Adjusting Valve Boxes	EACH	2	\$150.00	\$300.00	\$1,008.00	\$2,016.00	\$1,110.00	\$2,220.00
SPV.0105.01	Traffic Control	LS	1	\$3,000.00	\$3,000.00	\$7,200.00	\$7,200.00	\$1,500.00	\$1,500.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	40	\$20.00	\$800.00	\$16.00	\$640.00	\$23.00	\$920.00
SPV.0180.02	Geotextile TX7 (Undistributed)	SY	355	\$7.05	\$2,502.75	\$5.50	\$1,952.50	\$8.90	\$3,159.50
POND VIEW LN (AT DODGE ST) SUBTOTAL				\$63,177.75		\$72,475.16		\$87,605.00	

DODGE ST (BETWEEN POND VIEW LN / MCDONALD RD)				Wolf Paving		Payne & Dolan		Asphalt Contractors	
Item No.	Item Description	Unit	Estimated Qty.	Bid Unit Price	Price	Bid Unit Price	Price	Bid Unit Price	Price
204.0110	Removing Asphaltic Surface (Driveways)	SY	10	\$40.00	\$400.00	\$26.75	\$267.50	\$8.00	\$80.00
204.0120	Removing Asphaltic Surface Milling (Partial Depth 2")	SY	1005	\$2.76	\$2,773.80	\$4.75	\$4,773.75	\$6.20	\$6,231.00
204.0150	Removing Curb & Gutter	LF	55	\$10.50	\$577.50	\$10.50	\$577.50	\$11.50	\$632.50
205.0100	Excavation Common - EBS (Undistributed)	CY	70	\$35.00	\$2,450.00	\$16.70	\$1,169.00	\$31.00	\$2,170.00
305.0120	Base Aggregate Dense 1 1/4-Inch - EBS (Undistributed)	TON	55	\$29.00	\$1,595.00	\$24.75	\$1,361.25	\$44.00	\$2,420.00
311.0110	Breaker Run (3" Crushed Allowed) - EBS (Undistributed)	TON	70	\$29.00	\$2,030.00	\$24.75	\$1,732.50	\$44.00	\$3,080.00
460.5224	HMA Pavement Type 4 LT 58-28 S. Item also includes tack coat (455.0605).	TON	155	\$79.00	\$12,245.00	\$90.75	\$14,066.25	\$110.00	\$17,050.00
465.0110	Asphaltic Surface Patching	TON	14	\$115.00	\$1,610.00	\$90.75	\$1,270.50	\$180.00	\$2,520.00
465.0120	Asphalt Surface Driveways	TON	5	\$110.00	\$550.00	\$90.75	\$453.75	\$220.00	\$1,100.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	55	\$38.00	\$2,090.00	\$39.50	\$2,172.50	\$41.00	\$2,255.00
611.8105	Adjusting Catch Basin Covers	EACH	1	\$2,100.00	\$2,100.00	\$2,835.00	\$2,835.00	\$3,120.00	\$3,120.00
611.8110	Adjusting Manhole Covers	EACH	6	\$3,100.00	\$18,600.00	\$3,434.00	\$20,604.00	\$3,778.00	\$22,668.00
628.7020	Inlet Protection Type D	EACH	5	\$145.00	\$725.00	\$132.28	\$661.40	\$160.00	\$800.00
630.0500	Seed Water	MGAL	1	\$40.00	\$40.00	\$158.73	\$158.73	\$45.00	\$45.00
646.1020	Marking Line Epoxy 4-Inch (Yellow)	LF	630	\$1.20	\$756.00	\$1.20	\$756.00	\$4.90	\$3,087.00
646.6120	Marking Stop Line Epoxy 18-Inch	LF	14	\$15.15	\$212.10	\$15.15	\$212.10	\$22.80	\$319.20
690.0150	Sawing Asphalt	LF	153	\$1.40	\$214.20	\$1.40	\$214.20	\$3.50	\$535.50
690.0250	Sawing Concrete	LF	15	\$2.30	\$34.50	\$2.30	\$34.50	\$4.00	\$60.00
SPV.0060.01	Adjusting Valve Boxes	EACH	1	\$150.00	\$150.00	\$1,008.00	\$1,008.00	\$1,110.00	\$1,110.00
SPV.0105.01	Traffic Control	LS	1	\$2,000.00	\$2,000.00	\$3,400.00	\$3,400.00	\$1,500.00	\$1,500.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	25	\$20.00	\$500.00	\$16.00	\$400.00	\$23.00	\$575.00
SPV.0180.02	Geotextile TX7 (Undistributed)	SY	200	\$7.50	\$1,500.00	\$5.50	\$1,100.00	\$8.90	\$1,780.00
DODGE ST (BETWEEN POND VIEW LN / MCDONALD RD) SUBTOTAL				\$53,153.10		\$59,228.43		\$73,138.20	

CIRCLE DR (AT MILLER RD)				Wolf Paving		Payne & Dolan		Asphalt Contractors	
Item No.	Item Description	Unit	Estimated Qty.	Bid Unit Price	Price	Bid Unit Price	Price	Bid Unit Price	Price
204.0100	Removing Concrete Pavement (Driveways)	SY	20	\$25.00	\$500.00	\$25.00	\$500.00	\$27.00	\$540.00
204.0110	Removing Asphaltic Surface (Driveways)	SY	25	\$25.00	\$625.00	\$42.00	\$1,050.00	\$8.00	\$200.00
204.0120	Removing Asphaltic Surface Milling (Partial Depth 2")	SY	1285	\$2.76	\$3,546.60	\$4.75	\$6,103.75	\$6.20	\$7,967.00
204.0150	Removing Curb & Gutter	LF	290	\$10.50	\$3,045.00	\$10.50	\$3,045.00	\$11.50	\$3,335.00
205.0100	Excavation Common - EBS (Undistributed)	CY	90	\$35.00	\$3,150.00	\$16.70	\$1,503.00	\$31.00	\$2,790.00
305.0120	Base Aggregate Dense 1 1/4-Inch - EBS (Undistributed)	TON	75	\$29.00	\$2,175.00	\$24.75	\$1,856.25	\$44.00	\$3,300.00
311.0110	Breaker Run (3" Crushed Allowed) - EBS (Undistributed)	TON	85	\$28.00	\$2,380.00	\$24.75	\$2,103.75	\$44.00	\$3,740.00
416.0160	Concrete Driveway 6-Inch	SY	20	\$63.00	\$1,260.00	\$68.40	\$1,368.00	\$69.00	\$1,380.00
460.5224	HMA Pavement Type 4 LT 58-28 S. Item also includes tack coat (455.0605).	TON	155	\$79.00	\$12,245.00	\$90.75	\$14,066.25	\$110.00	\$17,050.00
465.0110	Asphaltic Surface Patching	TON	24	\$115.00	\$2,760.00	\$90.75	\$2,178.00	\$180.00	\$4,320.00
465.0120	Asphalt Surface Driveways	TON	25	\$110.00	\$2,750.00	\$90.75	\$2,268.75	\$220.00	\$5,500.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	290	\$38.00	\$11,020.00	\$39.50	\$11,455.00	\$41.00	\$11,890.00
611.8105	Adjusting Catch Basin Covers	EACH	2	\$2,100.00	\$4,200.00	\$2,835.00	\$5,670.00	\$3,120.00	\$6,240.00
611.8110	Adjusting Manhole Covers	EACH	2	\$3,100.00	\$6,200.00	\$3,434.00	\$6,868.00	\$3,778.00	\$7,556.00
628.7020	Inlet Protection Type D	EACH	2	\$145.00	\$290.00	\$132.28	\$264.56	\$160.00	\$320.00
630.0500	Seed Water	MGAL	6	\$40.00	\$240.00	\$158.73	\$952.38	\$45.00	\$270.00
690.0150	Sawing Asphalt	LF	422	\$1.40	\$590.80	\$1.40	\$590.80	\$3.50	\$1,477.00
690.0250	Sawing Concrete	LF	66	\$2.30	\$151.80	\$2.30	\$151.80	\$4.00	\$264.00
SPV.0105.01	Traffic Control	LS	1	\$1,500.00	\$1,500.00	\$3,400.00	\$3,400.00	\$1,500.00	\$1,500.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	150	\$9.80	\$1,470.00	\$16.00	\$2,400.00	\$10.90	\$1,635.00
SPV.0180.02	Geotextile TX7 (Undistributed)	SY	260	\$7.20	\$1,872.00	\$5.50	\$1,430.00	\$8.90	\$2,314.00
CIRCLE DR (AT MILLER RD) SUBTOTAL				\$61,971.20		\$69,225.29		\$83,588.00	

FAIR VIEW LN (BETWEEN SKY LANE DR / TERMINI)				Wolf Paving		Payne & Dolan		Asphalt Contractors	
Item No.	Item Description	Unit	Estimated Qty.	Bid Unit Price	Price	Bid Unit Price	Price	Bid Unit Price	Price
201.0120	Clearing	ID	24	\$100.00	\$2,400.00	\$100.00	\$2,400.00	\$110.00	\$2,640.00
201.0220	Grubbing	ID	24	\$45.00	\$1,080.00	\$45.00	\$1,080.00	\$50.00	\$1,200.00
204.0110	Removing Asphaltic Surface (Driveways)	SY	35	\$22.00	\$770.00	\$30.00	\$1,050.00	\$8.00	\$280.00
204.0120	Removing Asphaltic Surface Milling (Partial Depth 2")	SY	1735	\$2.76	\$4,788.60	\$4.75	\$8,241.25	\$6.20	\$10,757.00
204.0150	Removing Curb & Gutter	LF	455	\$10.50	\$4,777.50	\$10.50	\$4,777.50	\$11.50	\$5,232.50
205.0100	Excavation Common	CY	30	\$35.00	\$1,050.00	\$455.00	\$13,650.00	\$31.00	\$930.00
205.0100	Excavation Common - EBS (Undistributed)	CY	140	\$32.00	\$4,480.00	\$16.70	\$2,338.00	\$31.00	\$4,340.00
305.0120	Base Aggregate Dense 1 1/4-Inch	TON	30	\$29.00	\$870.00	\$24.75	\$742.50	\$44.00	\$1,320.00
305.0120	Base Aggregate Dense 1 1/4-Inch - EBS (Undistributed)	TON	100	\$29.00	\$2,900.00	\$24.75	\$2,475.00	\$44.00	\$4,400.00
311.0110	Breaker Run (3" Crushed Allowed) - EBS (Undistributed)	TON	115	\$28.00	\$3,220.00	\$24.75	\$2,846.25	\$44.00	\$5,060.00
460.5223	HMA Pavement Type 3 LT 58-28 S	TON	10	\$95.00	\$950.00	\$130.00	\$1,300.00	\$180.00	\$1,800.00
460.5224	HMA Pavement Type 4 LT 58-28 S. Item also includes tack coat (455.0605).	TON	265	\$79.00	\$20,935.00	\$89.00	\$23,585.00	\$110.00	\$29,150.00
465.0110	Asphaltic Surface Patching	TON	31	\$115.00	\$3,565.00	\$89.00	\$2,759.00	\$180.00	\$5,580.00
465.0120	Asphalt Surface Driveways	TON	10	\$110.00	\$1,100.00	\$89.00	\$890.00	\$220.00	\$2,200.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	375	\$38.00	\$14,250.00	\$39.50	\$14,812.50	\$41.00	\$15,375.00
611.8110	Adjusting Manhole Covers	EACH	3	\$3,100.00	\$9,300.00	\$2,835.00	\$8,505.00	\$3,778.00	\$11,334.00
630.0500	Seed Water	MGAL	9	\$40.00	\$360.00	\$158.73	\$1,428.57	\$45.00	\$405.00
690.0150	Sawing Asphalt	LF	503	\$1.40	\$704.20	\$1.40	\$704.20	\$3.50	\$1,760.50
690.0250	Sawing Concrete	LF	52	\$2.30	\$119.60	\$2.30	\$119.60	\$4.00	\$208.00
SPV.0060.01	Adjusting Valve Boxes	EACH	1	\$150.00	\$150.00	\$1,008.00	\$1,008.00	\$1,110.00	\$1,110.00
SPV.0105.01	Traffic Control	LS	1	\$1,800.00	\$1,800.00	\$7,200.00	\$7,200.00	\$1,500.00	\$1,500.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	210	\$9.80	\$2,058.00	\$16.00	\$3,360.00	\$10.90	\$2,289.00
SPV.0180.02	Geotextile TX7 (Undistributed)	SY	350	\$6.81	\$2,383.50	\$5.50	\$1,925.00	\$8.90	\$3,115.00
FAIR VIEW LN (BETWEEN SKY LANE DR / TERMINI) SUBTOTAL				\$84,011.40		\$107,197.37		\$111,986.00	

SKY LANE DR (BETWEEN FAIR VIEW LN / LINDA LN)				Wolf Paving		Payne & Dolan		Asphalt Contractors	
Item No.	Item Description	Unit	Estimated Qty.	Bid Unit Price	Price	Bid Unit Price	Price	Bid Unit Price	Price
204.0120	Removing Asphaltic Surface Milling (Partial Depth 2")	SY	2050	\$2.76	\$5,658.00	\$4.00	\$8,200.00	\$6.20	\$12,710.00
204.0150	Removing Curb & Gutter	LF	230	\$10.50	\$2,415.00	\$10.50	\$2,415.00	\$11.50	\$2,645.00
205.0100	Excavation Common - EBS (Undistributed)	CY	140	\$35.00	\$4,900.00	\$16.70	\$2,338.00	\$31.00	\$4,340.00
305.0120	Base Aggregate Dense 1 1/4-Inch - EBS (Undistributed)	TON	115	\$29.00	\$3,335.00	\$24.75	\$2,846.25	\$44.00	\$5,060.00
311.0110	Breaker Run (3" Crushed Allowed) - EBS (Undistributed)	TON	140	\$28.00	\$3,920.00	\$24.75	\$3,465.00	\$44.00	\$6,160.00
460.5224	HMA Pavement Type 4 LT 58-28 S. Item also includes tack coat (455.0605).	TON	310	\$79.00	\$24,490.00	\$89.00	\$27,590.00	\$110.00	\$34,100.00
465.0110	Asphaltic Surface Patching	TON	31	\$115.00	\$3,565.00	\$89.00	\$2,759.00	\$180.00	\$5,580.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	230	\$38.00	\$8,740.00	\$39.50	\$9,085.00	\$41.00	\$9,430.00
611.8110	Adjusting Manhole Covers	EACH	2	\$3,100.00	\$6,200.00	\$3,434.00	\$6,868.00	\$3,778.00	\$7,556.00
628.7020	Inlet Protection Type D	EACH	6	\$145.00	\$870.00	\$132.28	\$793.68	\$160.00	\$960.00
630.0500	Seed Water	MGAL	6	\$40.00	\$240.00	\$158.73	\$952.38	\$45.00	\$270.00
690.0150	Sawing Asphalt	LF	462	\$1.40	\$646.80	\$1.40	\$646.80	\$3.50	\$1,617.00
690.0250	Sawing Concrete	LF	165	\$2.30	\$379.50	\$2.30	\$379.50	\$4.00	\$660.00
SPV.0105.01	Traffic Control	LS	1	\$1,600.00	\$1,600.00	\$7,200.00	\$7,200.00	\$2,000.00	\$2,000.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	130	\$9.80	\$1,274.00	\$16.00	\$2,080.00	\$10.90	\$1,417.00
SPV.0180.02	Geotextile TX7 (Undistributed)	SY	410	\$6.70	\$2,747.00	\$5.50	\$2,255.00	\$8.90	\$3,649.00
SKY LANE DR (BETWEEN FAIR VIEW LN / LINDA LN) SUBTOTAL				\$70,980.30		\$79,873.61		\$98,154.00	

HORACE ST (BETWEEN GRANT ST / WHEELER ST)				Wolf Paving		Payne & Dolan		Asphalt Contractors	
Item No.	Item Description	Unit	Estimated Qty.	Bid Unit Price	Price	Bid Unit Price	Price	Bid Unit Price	Price
204.0120	Removing Asphaltic Surface Milling (Partial Depth 2")	SY	1210	\$2.76	\$3,339.60	\$4.75	\$5,747.50	\$6.20	\$7,502.00
204.0150	Removing Curb & Gutter	LF	165	\$10.50	\$1,732.50	\$10.50	\$1,732.50	\$11.50	\$1,897.50
204.0155	Remove Concrete Sidewalk	SY	24	\$25.00	\$600.00	\$25.00	\$600.00	\$27.00	\$648.00
205.0100	Excavation Common - EBS (Undistributed)	CY	80	\$35.00	\$2,800.00	\$16.70	\$1,336.00	\$31.00	\$2,480.00
305.0120	Base Aggregate Dense 1 1/4-Inch - EBS (Undistributed)	TON	70	\$29.00	\$2,030.00	\$24.75	\$1,732.50	\$44.00	\$3,080.00
311.0110	Breaker Run (3" Crushed Allowed) - EBS (Undistributed)	TON	80	\$28.00	\$2,240.00	\$24.75	\$1,980.00	\$44.00	\$3,520.00
460.5224	HMA Pavement Type 4 LT 58-28 S. Item also includes tack coat (455.0605).	TON	182	\$79.00	\$14,378.00	\$93.00	\$16,926.00	\$110.00	\$20,020.00
465.0110	Asphaltic Surface Patching	TON	19	\$115.00	\$2,185.00	\$93.00	\$1,767.00	\$180.00	\$3,420.00
601.0410	Concrete Curb & Gutter 24-Inch Type D	LF	165	\$36.00	\$5,940.00	\$38.00	\$6,270.00	\$39.00	\$6,435.00
602.0405	Concrete Sidewalk 4-Inch	SF	275	\$8.45	\$2,323.75	\$9.00	\$2,475.00	\$9.30	\$2,557.50
602.0505	Curb Ramp Detectable Warning Field Yellow	SF	20	\$40.00	\$800.00	\$40.00	\$800.00	\$44.00	\$880.00
611.8110	Adjusting Manhole Covers	EACH	1	\$3,100.00	\$3,100.00	\$3,434.00	\$3,434.00	\$3,778.00	\$3,778.00
630.0500	Seed Water	MGAL	1	\$40.00	\$40.00	\$158.73	\$158.73	\$45.00	\$45.00
628.7020	Inlet Protection Type D	EACH	5	\$145.00	\$725.00	\$132.28	\$661.40	\$160.00	\$800.00
690.0150	Sawing Asphalt	LF	297	\$1.40	\$415.80	\$1.40	\$415.80	\$3.50	\$1,039.50
690.0250	Sawing Concrete	LF	32	\$2.30	\$73.60	\$2.30	\$73.60	\$4.00	\$128.00
SPV.0105.01	Traffic Control	LS	1	\$1,500.00	\$1,500.00	\$3,400.00	\$3,400.00	\$2,000.00	\$2,000.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	15	\$20.00	\$300.00	\$16.00	\$240.00	\$23.00	\$345.00
SPV.0180.02	Geotextile TX7 (Undistributed)	SY	240	\$7.23	\$1,735.20	\$5.50	\$1,320.00	\$8.90	\$2,136.00
HORACE ST (BETWEEN GRANT ST / WHEELER ST) SUBTOTAL				\$46,258.45		\$51,070.03		\$62,711.50	

HENRY ST (BETWEEN WILLIAMS ST / CENTER ST)				Wolf Paving		Payne & Dolan		Asphalt Contractors	
Item No.	Item Description	Unit	Estimated Qty.	Bid Unit Price	Price	Bid Unit Price	Price	Bid Unit Price	Price
204.0120	Removing Asphaltic Surface Milling (Partial Depth 2")	SY	2290	\$2.76	\$6,320.40	\$4.75	\$10,877.50	\$6.20	\$14,198.00
204.0150	Removing Curb & Gutter	LF	94	\$10.50	\$987.00	\$10.50	\$987.00	\$11.50	\$1,081.00
204.0155	Removing Concrete Sidewalk	SY	150	\$25.00	\$3,750.00	\$25.00	\$3,750.00	\$27.00	\$4,050.00
205.0100	Excavation Common - EBS (Undistributed)	CY	155	\$35.00	\$5,425.00	\$16.70	\$2,588.50	\$31.00	\$4,805.00
305.0120	Base Aggregate Dense 1 1/4-Inch - EBS (Undistributed)	TON	130	\$29.00	\$3,770.00	\$24.75	\$3,217.50	\$44.00	\$5,720.00
311.0110	Breaker Run (3" Crushed Allowed) - EBS (Undistributed)	TON	155	\$28.00	\$4,340.00	\$24.75	\$3,836.25	\$44.00	\$6,820.00
460.5224	HMA Pavement Type 4 LT 58-28 S. Item also includes tack coat (455.0605).	TON	350	\$79.00	\$27,650.00	\$89.00	\$31,150.00	\$110.00	\$38,500.00
465.0110	Asphaltic Surface Patching	TON	30	\$115.00	\$3,450.00	\$89.00	\$2,670.00	\$180.00	\$5,400.00
465.0120	Asphalt Surface Driveways	TON	10	\$110.00	\$1,100.00	\$89.00	\$890.00	\$220.00	\$2,200.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	94	\$38.00	\$3,572.00	\$39.50	\$3,713.00	\$41.00	\$3,854.00
602.0405	Concrete Sidewalk 4-Inch	SF	1225	\$8.45	\$10,351.25	\$9.00	\$11,025.00	\$9.30	\$11,392.50
602.0415	Concrete Sidewalk 6-Inch	SF	175	\$9.45	\$1,653.75	\$10.00	\$1,750.00	\$10.40	\$1,820.00
602.0505	Curb Ramp Detectable Warning Field Yellow	SF	20	\$40.00	\$800.00	\$40.00	\$800.00	\$44.00	\$880.00
611.8105	Adjusting Catch Basin Covers	EACH	2	\$2,100.00	\$4,200.00	\$2,835.00	\$5,670.00	\$3,120.00	\$6,240.00
611.8110	Adjusting Manhole Covers	EACH	1	\$3,100.00	\$3,100.00	\$3,434.00	\$3,434.00	\$3,778.00	\$3,778.00
628.7020	Inlet Protection Type D	EACH	4	\$145.00	\$580.00	\$132.28	\$529.12	\$160.00	\$640.00
630.0500	Seed Water	MGAL	12	\$40.00	\$480.00	\$158.73	\$1,904.76	\$45.00	\$540.00
646.6120	Marking Stop Line Epoxy 18-Inch	LF	15	\$15.15	\$227.25	\$15.15	\$227.25	\$22.80	\$342.00
646.7420	Marking Crosswalk Epoxy Transverse Line 6-Inch	LF	156	\$8.25	\$1,287.00	\$8.25	\$1,287.00	\$7.50	\$1,170.00
690.0150	Sawing Asphalt	LF	288	\$1.40	\$403.20	\$1.40	\$403.20	\$3.50	\$1,008.00
690.0250	Sawing Concrete	LF	270	\$2.30	\$621.00	\$2.30	\$621.00	\$4.00	\$1,080.00
SPV.0060.01	Adjusting Valve Boxes	EACH	2	\$150.00	\$300.00	\$1,008.00	\$2,016.00	\$1,110.00	\$2,220.00
SPV.0105.01	Traffic Control	LS	1	\$1,500.00	\$1,500.00	\$3,400.00	\$3,400.00	\$3,000.00	\$3,000.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	280	\$9.80	\$2,744.00	\$16.00	\$4,480.00	\$10.90	\$3,052.00
SPV.0180.02	Geotextile TX7 (Undistributed)	SY	460	\$6.65	\$3,059.00	\$5.50	\$2,530.00	\$8.90	\$4,094.00
HENRY ST (BETWEEN WILLIAMS ST / CENTER ST) SUBTOTAL				\$91,670.85		\$103,757.08		\$127,884.50	

NORTH ST (BETWEEN WARREN ST / MADISON ST)				Wolf Paving		Payne & Dolan		Asphalt Contractors	
Item No.	Item Description	Unit	Estimated Qty.	Bid Unit Price	Price	Bid Unit Price	Price	Bid Unit Price	Price
204.0120	Removing Asphaltic Surface Milling (Partial Depth 2")	SY	1250	\$2.76	\$3,450.00	\$4.75	\$5,937.50	\$6.20	\$7,750.00
204.0150	Removing Curb & Gutter	LF	235	\$10.50	\$2,467.50	\$10.50	\$2,467.50	\$11.50	\$2,702.50
204.0155	Remove Concrete Sidewalk	SY	100	\$25.00	\$2,500.00	\$25.00	\$2,500.00	\$27.00	\$2,700.00
205.0100	Excavation Common - EBS (Undistributed)	CY	84	\$35.00	\$2,940.00	\$16.70	\$1,402.80	\$31.00	\$2,604.00
305.0120	Base Aggregate Dense 1 1/4-Inch - EBS (Undistributed)	TON	70	\$29.00	\$2,030.00	\$24.75	\$1,732.50	\$44.00	\$3,080.00
311.0110	Breaker Run (3" Crushed Allowed) - EBS (Undistributed)	TON	84	\$28.00	\$2,352.00	\$24.75	\$2,079.00	\$44.00	\$3,696.00
460.5224	HMA Pavement Type 4 LT 58-28 S. Item also includes tack coat (455.0605).	TON	190	\$79.00	\$15,010.00	\$96.00	\$18,240.00	\$110.00	\$20,900.00
465.0110	Asphaltic Surface Patching	TON	22	\$115.00	\$2,530.00	\$96.00	\$2,112.00	\$180.00	\$3,960.00
601.0410	Concrete Curb & Gutter 24-Inch Type D	LF	213	\$36.00	\$7,668.00	\$38.00	\$8,094.00	\$39.00	\$8,307.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	22	\$38.00	\$836.00	\$39.50	\$869.00	\$41.00	\$902.00
602.0405	Concrete Sidewalk 4-Inch	SF	1240	\$8.45	\$10,478.00	\$9.00	\$11,160.00	\$9.30	\$11,532.00
602.0505	Curb Ramp Detectable Warning Field Yellow	SF	80	\$40.00	\$3,200.00	\$40.00	\$3,200.00	\$44.00	\$3,520.00
611.8110	Adjusting Manhole Covers	EACH	1	\$3,100.00	\$3,100.00	\$2,835.00	\$2,835.00	\$3,120.00	\$3,120.00
611.8115	Adjusting Inlet Covers	EACH	2	\$2,100.00	\$4,200.00	\$3,434.00	\$6,868.00	\$3,778.00	\$7,556.00
628.7020	Inlet Protection Type D	EACH	2	\$145.00	\$290.00	\$132.28	\$264.56	\$160.00	\$320.00
630.0500	Seed Water	MGAL	7	\$40.00	\$280.00	\$158.73	\$1,111.11	\$45.00	\$315.00
638.2102	Moving Signs Type II (Stop Sign)	EACH	2	\$325.00	\$650.00	\$370.37	\$740.74	\$360.00	\$720.00
646.6120	Marking Stop Line Epoxy 18-Inch	LF	39	\$15.15	\$590.85	\$15.15	\$590.85	\$22.80	\$889.20
646.7420	Marking Crosswalk Epoxy Transverse Line 6-Inch	LF	162	\$8.25	\$1,336.50	\$8.25	\$1,336.50	\$7.50	\$1,215.00
690.0150	Sawing Asphalt	LF	247	\$1.40	\$345.80	\$1.40	\$345.80	\$3.50	\$864.50
690.0250	Sawing Concrete	LF	91	\$2.30	\$209.30	\$2.30	\$209.30	\$4.00	\$364.00
SPV.0060.01	Adjusting Valve Boxes	EACH	1	\$150.00	\$150.00	\$1,008.00	\$1,008.00	\$1,110.00	\$1,110.00
SPV.0105.01	Traffic Control	LS	1	\$1,500.00	\$1,500.00	\$3,400.00	\$3,400.00	\$2,500.00	\$2,500.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	150	\$9.80	\$1,470.00	\$16.00	\$2,400.00	\$10.90	\$1,635.00
SPV.0180.02	Geotextile TX7 (Undistributed)	SY	250	\$7.25	\$1,812.50	\$5.50	\$1,375.00	\$8.90	\$2,225.00
NORTH ST (BETWEEN WARREN ST / MADISON ST) SUBTOTAL				\$71,396.45		\$82,279.16		\$94,487.20	

WELLS ST (BETWEEN CASS ST / CAMPBELL ST)				Wolf Paving		Payne & Dolan		Asphalt Contractors	
Item No.	Item Description	Unit	Estimated Qty.	Bid Unit Price	Price	Bid Unit Price	Price	Bid Unit Price	Price
204.0120	Removing Asphaltic Surface Milling (Partial Depth 2")	SY	2340	\$2.76	\$6,458.40	\$4.75	\$11,115.00	\$6.20	\$14,508.00
204.0150	Removing Curb & Gutter	LF	165	\$10.50	\$1,732.50	\$10.50	\$1,732.50	\$11.50	\$1,897.50
204.0155	Remove Concrete Sidewalk	SY	87	\$25.00	\$2,175.00	\$25.00	\$2,175.00	\$27.00	\$2,349.00
205.0100	Excavation Common	CY	60	\$40.00	\$2,400.00	\$100.00	\$6,000.00	\$36.00	\$2,160.00
205.0100	Excavation Common - EBS (Undistributed)	CY	156	\$32.00	\$4,992.00	\$16.70	\$2,605.20	\$30.40	\$4,742.40
305.0120	Base Aggregate Dense 1 1/4-Inch	TON	120	\$29.00	\$3,480.00	\$24.75	\$2,970.00	\$46.00	\$5,520.00
305.0120	Base Aggregate Dense 1 1/4-Inch - EBS (Undistributed)	TON	128	\$28.00	\$3,584.00	\$24.75	\$3,168.00	\$44.00	\$5,632.00
311.0110	Breaker Run (3" Crushed Allowed) - EBS (Undistributed)	TON	156	\$28.00	\$4,368.00	\$24.75	\$3,861.00	\$44.00	\$6,864.00
460.5224	HMA Pavement Type 4 LT 58-28 S. Item also includes tack coat (455.0605).	TON	350	\$79.00	\$27,650.00	\$89.00	\$31,150.00	\$110.00	\$38,500.00
465.0110	Asphaltic Surface Patching	TON	50	\$115.00	\$5,750.00	\$89.00	\$4,450.00	\$180.00	\$9,000.00
601.0407	Concrete Curb & Gutter 18-Inch Type D	LF	28	\$36.00	\$1,008.00	\$38.00	\$1,064.00	\$39.00	\$1,092.00
601.0410	Concrete Curb & Gutter 24-Inch Type D	LF	40	\$36.00	\$1,440.00	\$38.00	\$1,520.00	\$39.00	\$1,560.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	125	\$38.00	\$4,750.00	\$39.50	\$4,937.50	\$41.00	\$5,125.00
602.0405	Concrete Sidewalk 4-Inch	SF	1890	\$8.45	\$15,970.50	\$9.00	\$17,010.00	\$9.30	\$17,577.00
602.0505	Curb Ramp Detectable Warning Field Yellow	SF	50	\$40.00	\$2,000.00	\$40.00	\$2,000.00	\$44.00	\$2,200.00
611.8110	Adjusting Manhole Covers	EACH	2	\$3,100.00	\$6,200.00	\$3,434.00	\$6,868.00	\$3,778.00	\$7,556.00
628.7020	Inlet Protection Type D	EACH	4	\$145.00	\$580.00	\$132.28	\$529.12	\$160.00	\$640.00
630.0500	Seed Water	MGAL	10	\$40.00	\$400.00	\$158.73	\$1,587.30	\$45.00	\$450.00
646.1020	Marking Line Epoxy 4-Inch (Yellow)	LF	1490	\$1.20	\$1,788.00	\$1.20	\$1,788.00	\$4.90	\$7,301.00
646.7420	Marking Crosswalk Epoxy Transverse Line 6-Inch	LF	170	\$8.25	\$1,402.50	\$8.25	\$1,402.50	\$7.50	\$1,275.00
690.0150	Sawing Asphalt	LF	370	\$1.40	\$518.00	\$1.40	\$518.00	\$3.50	\$1,295.00
690.0250	Sawing Concrete	LF	121	\$2.30	\$278.30	\$2.30	\$278.30	\$4.00	\$484.00
SPV.0060.01	Adjusting Valve Boxes	EACH	2	\$150.00	\$300.00	\$1,008.00	\$2,016.00	\$1,110.00	\$2,220.00
SPV.0105.01	Traffic Control	LS	1	\$39,990.00	\$39,990.00	\$10,500.00	\$10,500.00	\$6,000.00	\$6,000.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	240	\$9.80	\$2,352.00	\$16.00	\$3,840.00	\$10.90	\$2,616.00
SPV.0180.02	Geotextile TX7 (Undistributed)	SY	460	\$6.65	\$3,059.00	\$5.50	\$2,530.00	\$8.90	\$4,094.00
WELLS ST (BETWEEN CASS ST / CAMPBELL ST) SUBTOTAL				\$144,626.20		\$127,615.42		\$152,657.90	

ELM ST (BETWEEN W SOUTH ST / MAPLE ST)				Wolf Paving		Payne & Dolan		Asphalt Contractors	
Item No.	Item Description	Unit	Estimated Qty.	Bid Unit Price	Price	Bid Unit Price	Price	Bid Unit Price	Price
204.0110	Removing Asphaltic Surface (Driveways)	SY	50	\$21.00	\$1,050.00	\$26.50	\$1,325.00	\$8.00	\$400.00
204.0120	Removing Asphaltic Surface Milling (Partial Depth 2")	SY	990	\$2.76	\$2,732.40	\$5.25	\$5,197.50	\$6.20	\$6,138.00
204.0150	Removing Curb & Gutter	LF	205	\$10.50	\$2,152.50	\$10.50	\$2,152.50	\$11.50	\$2,357.50
205.0100	Excavation Common - EBS (Undistributed)	CY	70	\$40.00	\$2,800.00	\$16.70	\$1,169.00	\$31.00	\$2,170.00
305.0120	Base Aggregate Dense 1 1/4-Inch - EBS (Undistributed)	TON	55	\$29.00	\$1,595.00	\$24.75	\$1,361.25	\$44.00	\$2,420.00
311.0110	Breaker Run (3" Crushed Allowed) - EBS (Undistributed)	TON	70	\$29.00	\$2,030.00	\$24.75	\$1,732.50	\$44.00	\$3,080.00
460.5224	HMA Pavement Type 4 LT 58-28 S. Item also includes tack coat (455.0605).	TON	150	\$79.00	\$11,850.00	\$95.50	\$14,325.00	\$110.00	\$16,500.00
465.0110	Asphaltic Surface Patching	TON	18	\$115.00	\$2,070.00	\$95.50	\$1,719.00	\$180.00	\$3,240.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	225	\$38.00	\$8,550.00	\$39.50	\$8,887.50	\$41.00	\$9,225.00
611.8105	Adjusting Catch Basin Covers	EACH	2	\$2,100.00	\$4,200.00	\$2,835.00	\$5,670.00	\$3,120.00	\$6,240.00
611.8110	Adjusting Manhole Covers	EACH	1	\$3,100.00	\$3,100.00	\$3,434.00	\$3,434.00	\$3,778.00	\$3,778.00
628.1504	Silt Fence	LF	50	\$6.00	\$300.00	\$2.12	\$106.00	\$2.70	\$135.00
628.7020	Inlet Protection Type D	EACH	2	\$145.00	\$290.00	\$132.28	\$264.56	\$160.00	\$320.00
630.0500	Seed Water	MGAL	7	\$40.00	\$280.00	\$158.73	\$1,111.11	\$45.00	\$315.00
690.0150	Sawing Asphalt	LF	346	\$1.40	\$484.40	\$1.40	\$484.40	\$3.50	\$1,211.00
690.0250	Sawing Concrete	LF	48	\$2.30	\$110.40	\$2.30	\$110.40	\$4.00	\$192.00
SPV.0060.01	Adjusting Valve Boxes	EACH	1	\$150.00	\$150.00	\$1,008.00	\$1,008.00	\$1,110.00	\$1,110.00
SPV.0105.01	Traffic Control	LS	1	\$1,500.00	\$1,500.00	\$3,400.00	\$3,400.00	\$2,500.00	\$2,500.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	160	\$9.80	\$1,568.00	\$16.00	\$2,560.00	\$10.90	\$1,744.00
SPV.0180.02	Geotextile TX7 (Undistributed)	SY	200	\$7.51	\$1,502.00	\$5.50	\$1,100.00	\$8.90	\$1,780.00
ELM ST (BETWEEN W SOUTH ST / MAPLE ST) SUBTOTAL				\$48,314.70		\$57,117.72		\$64,855.50	

GEORGE ST / WHEELER ST ALLEYWAY (BETWEEN C.T.H. H / TOLMAN ST)				Wolf Paving		Payne & Dolan		Asphalt Contractors	
Item No.	Item Description	Unit	Estimated Qty.	Bid Unit Price	Price	Bid Unit Price	Price	Bid Unit Price	Price
204.0100	Removing Concrete Pavement (Driveways)	SY	23	\$25.00	\$575.00	\$25.00	\$575.00	\$27.00	\$621.00
204.0120	Removing Asphaltic Surface Milling (Full Depth 3" Minimum)	SY	650	\$3.68	\$2,392.00	\$7.00	\$4,550.00	\$20.30	\$13,195.00
204.0150	Removing Curb & Gutter	LF	65	\$10.50	\$682.50	\$10.50	\$682.50	\$11.50	\$747.50
204.0155	Removing Concrete Sidewalk	SY	18	\$25.00	\$450.00	\$25.00	\$450.00	\$27.00	\$486.00
205.0100	Excavation Common - EBS (Undistributed)	CY	90	\$35.00	\$3,150.00	\$16.70	\$1,503.00	\$31.00	\$2,790.00
305.0120	Base Aggregate Dense 1 1/4-Inch - EBS (Undistributed)	TON	75	\$29.00	\$2,175.00	\$24.75	\$1,856.25	\$44.00	\$3,300.00
311.0110	Breaker Run (3" Crushed Allowed) - EBS (Undistributed)	TON	90	\$29.00	\$2,610.00	\$24.75	\$2,227.50	\$44.00	\$3,960.00
416.0180	Concrete Driveway 8-Inch	SY	70	\$72.00	\$5,040.00	\$77.40	\$5,418.00	\$79.00	\$5,530.00
460.5224	HMA Pavement Type 4 LT 58-28 S. Item also includes tack coat (455.0605).	TON	120	\$90.00	\$10,800.00	\$120.00	\$14,400.00	\$160.00	\$19,200.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	65	\$38.00	\$2,470.00	\$39.50	\$2,567.50	\$41.00	\$2,665.00
602.0415	Concrete Sidewalk 6-Inch	SF	160	\$9.50	\$1,520.00	\$10.00	\$1,600.00	\$10.40	\$1,664.00
630.0500	Seed Water	MGAL	4	\$40.00	\$160.00	\$158.73	\$634.92	\$45.00	\$180.00
690.0150	Sawing Asphalt	LF	330	\$1.40	\$462.00	\$1.40	\$462.00	\$3.50	\$1,155.00
690.0250	Sawing Concrete	LF	25	\$2.30	\$57.50	\$2.30	\$57.50	\$4.00	\$100.00
SPV.0105.01	Traffic Control	LS	1	\$4,500.00	\$4,500.00	\$1,050.00	\$1,050.00	\$1,500.00	\$1,500.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	90	\$9.80	\$882.00	\$16.00	\$1,440.00	\$10.90	\$981.00
SPV.0180.02	Geotextile TX7 (Undistributed)	SY	130	\$8.36	\$1,086.80	\$5.50	\$715.00	\$8.90	\$1,157.00
GEORGE ST / WHEELER ST ALLEYWAY (BETWEEN C.T.H. H / TOLMAN ST) SUBTOTAL				\$39,012.80		\$40,189.17		\$59,231.50	

WAVERLY ST ALLEYWAY (BETWEEN SPRING ST / HASKINS ST)				Wolf Paving		Payne & Dolan		Asphalt Contractors	
Item No.	Item Description	Unit	Estimated Qty.	Bid Unit Price	Price	Bid Unit Price	Price	Bid Unit Price	Price
204.0120	Removing Asphaltic Surface	SY	70	\$21.00	\$1,470.00	\$26.50	\$1,855.00	\$18.00	\$1,260.00
204.0120	Removing Asphaltic Surface Milling (Full Depth 3" Minimum - Alley)	SY	105	\$3.68	\$386.40	\$42.75	\$4,488.75	\$20.30	\$2,131.50
204.0150	Removing Curb & Gutter	LF	46	\$10.50	\$483.00	\$10.50	\$483.00	\$11.50	\$529.00
205.0100	Excavation Common - EBS (Undistributed)	CY	20	\$75.00	\$1,500.00	\$16.70	\$334.00	\$31.00	\$620.00
305.0120	Base Aggregate Dense 1 1/4-Inch - EBS (Undistributed)	TON	20	\$69.00	\$1,380.00	\$24.75	\$495.00	\$44.00	\$880.00
311.0110	Breaker Run (3" Crushed Allowed) - EBS (Undistributed)	TON	20	\$39.00	\$780.00	\$24.75	\$495.00	\$44.00	\$880.00
416.0180	Concrete Driveway 8-Inch	SY	35	\$72.00	\$2,520.00	\$77.40	\$2,709.00	\$79.00	\$2,765.00
460.5223	HMA Pavement Type 3 LT 58-28 S	TON	10	\$185.00	\$1,850.00	\$230.00	\$2,300.00	\$160.00	\$1,600.00
460.5224	HMA Pavement Type 4 LT 58-28 S. Item also includes tack coat (455.0605).	TON	30	\$155.00	\$4,650.00	\$180.00	\$5,400.00	\$160.00	\$4,800.00
601.0410	Concrete Curb & Gutter 24-Inch Type D	LF	46	\$36.00	\$1,656.00	\$38.00	\$1,748.00	\$39.00	\$1,794.00
628.7020	Inlet Protection Type D	EACH	2	\$145.00	\$290.00	\$132.28	\$264.56	\$160.00	\$320.00
630.0500	Seed Water	MGAL	2	\$40.00	\$80.00	\$158.73	\$317.46	\$45.00	\$90.00
690.0150	Sawing Asphalt	LF	78	\$1.40	\$109.20	\$1.40	\$109.20	\$3.50	\$273.00
690.0250	Sawing Concrete	LF	12	\$2.30	\$27.60	\$2.30	\$27.60	\$4.00	\$48.00
SPV.0105.01	Traffic Control	LS	1	\$3,500.00	\$3,500.00	\$1,050.00	\$1,050.00	\$1,500.00	\$1,500.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	45	\$9.80	\$441.00	\$16.00	\$720.00	\$10.90	\$490.50
SPV.0180.02	Geotextile TX7 (Undistributed)	SY	35	\$14.76	\$516.60	\$5.50	\$192.50	\$8.90	\$311.50
WAVERLY ST ALLEYWAY (BETWEEN SPRING ST / HASKINS ST) SUBTOTAL				\$21,639.80		\$22,989.07		\$20,292.50	

NORTH ST / DODGE ST ALLEYWAY (BETWEEN COOK ST / BROAD ST)				Wolf Paving		Payne & Dolan		Asphalt Contractors	
Item No.	Item Description	Unit	Estimated Qty.	Bid Unit Price	Price	Bid Unit Price	Price	Bid Unit Price	Price
204.0100	Removing Concrete Pavement (Driveways)	SY	25	\$25.00	\$625.00	\$25.00	\$625.00	\$27.00	\$675.00
204.0120	Removing Asphaltic Surface Milling (Full Depth 3" Minimum)	SY	950	\$3.68	\$3,496.00	\$5.75	\$5,462.50	\$20.30	\$19,285.00
204.0130	Removing Concrete Curb	LF	5	\$10.50	\$52.50	\$10.50	\$52.50	\$11.50	\$57.50
204.0155	Removing Concrete Sidewalk	SY	12	\$25.00	\$300.00	\$25.00	\$300.00	\$27.00	\$324.00
205.0100	Excavation Common - EBS (Undistributed)	CY	130	\$35.00	\$4,550.00	\$16.70	\$2,171.00	\$31.00	\$4,030.00
305.0120	Base Aggregate Dense 1 1/4-Inch - EBS (Undistributed)	TON	105	\$29.00	\$3,045.00	\$24.75	\$2,598.75	\$44.00	\$4,620.00
311.0110	Breaker Run (3" Crushed Allowed) - EBS (Undistributed)	TON	130	\$28.00	\$3,640.00	\$24.75	\$3,217.50	\$44.00	\$5,720.00
416.0180	Concrete Driveway 8-Inch	SY	25	\$72.00	\$1,800.00	\$77.40	\$1,935.00	\$79.00	\$1,975.00
460.5224	HMA Pavement Type 4 LT 58-28 S. Item also includes tack coat (455.0605).	TON	175	\$90.00	\$15,750.00	\$110.00	\$19,250.00	\$160.00	\$28,000.00
601.0110	Concrete Curb Type D	LF	10	\$38.00	\$380.00	\$39.50	\$395.00	\$41.00	\$410.00
602.0415	Concrete Sidewalk 6-Inch	SF	100	\$9.50	\$950.00	\$9.00	\$900.00	\$9.30	\$930.00
628.7020	Inlet Protection Type D	EACH	2	\$145.00	\$290.00	\$132.28	\$264.56	\$160.00	\$320.00
630.0500	Seed Water	MGAL	4	\$40.00	\$160.00	\$158.73	\$634.92	\$45.00	\$180.00
690.0150	Sawing Asphalt	LF	550	\$1.40	\$770.00	\$1.40	\$770.00	\$3.50	\$1,925.00
690.0250	Sawing Concrete	LF	135	\$2.30	\$310.50	\$2.30	\$310.50	\$4.00	\$540.00
SPV.0105.01	Traffic Control	LS	1	\$5,000.00	\$5,000.00	\$1,050.00	\$1,050.00	\$1,500.00	\$1,500.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	90	\$9.80	\$882.00	\$16.00	\$1,440.00	\$10.90	\$981.00
SPV.0180.02	Geotextile TX7 (Undistributed)	SY	200	\$7.51	\$1,502.00	\$5.50	\$1,100.00	\$8.90	\$1,780.00
NORTH ST / DODGE ST ALLEYWAY (BETWEEN COOK ST / BROAD ST) SUBTOTAL				\$43,503.00		\$42,477.23		\$73,252.50	

LAKE GENEVA BOAT PARKING LOT F				Wolf Paving		Payne & Dolan		Asphalt Contractors	
Item No.	Item Description	Unit	Estimated Qty.	Bid Unit Price	Price	Bid Unit Price	Price	Bid Unit Price	Price
204.0110	Removing Asphaltic Surface - FULL DEPTH	SY	2775	\$4.64	\$12,876.00	\$4.75	\$13,181.25	\$5.25	\$14,568.75
204.0150	Removing Curb & Gutter	LF	360	\$10.50	\$3,780.00	\$23.79	\$8,564.40	\$11.50	\$4,140.00
204.0155	Remove Concrete Sidewalk	SY	135	\$25.00	\$3,375.00	\$53.02	\$7,157.70	\$27.00	\$3,645.00
205.0100	Excavation Common	CY	1285	\$30.00	\$38,550.00	\$28.93	\$37,175.05	\$25.10	\$32,253.50
205.0100	Excavation Common - EBS (Undistributed)	CY	640	\$30.00	\$19,200.00	\$28.30	\$18,112.00	\$30.40	\$19,456.00
305.0120	Base Aggregate Dense 1 1/4-Inch	TON	1570	\$26.00	\$40,820.00	\$29.00	\$45,530.00	\$36.00	\$56,520.00
311.0110	Breaker Run (3" Crushed Allowed) - EBS (Undistributed)	TON	1280	\$26.00	\$33,280.00	\$24.80	\$31,744.00	\$27.20	\$34,816.00
416.0180	Concrete Driveway 8-Inch	SY	30	\$72.00	\$2,160.00	\$77.40	\$2,322.00	\$79.00	\$2,370.00
460.5223	HMA Pavement Type 3LT 58-28 S	TON	380	\$77.00	\$29,260.00	\$77.50	\$29,450.00	\$92.60	\$35,188.00
460.5224	HMA Pavement Type 4 LT 58-28 S. Item also includes tack coat (455.0605).	TON	300	\$82.00	\$24,600.00	\$98.50	\$29,550.00	\$99.00	\$29,700.00
530.0110	Culvert Pipe Corrugated Polyethylene 10-Inch	LF	18	\$300.00	\$5,400.00	\$60.00	\$1,080.00	\$66.00	\$1,188.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	360	\$38.00	\$13,680.00	\$39.50	\$14,220.00	\$41.00	\$14,760.00
602.0405	Concrete Sidewalk 4-Inch	SF	1700	\$8.45	\$14,365.00	\$9.00	\$15,300.00	\$9.30	\$15,810.00
602.0505	Curb Ramp Detectable Warning Field Yellow	SF	10	\$40.00	\$400.00	\$40.00	\$400.00	\$44.00	\$440.00
628.2004	Erosion Mat Urban Class I Type B (NON-NETTED)	SY	215	\$2.40	\$516.00	\$5.50	\$1,182.50	\$2.70	\$580.50
628.7020	Inlet Protection Type D	EACH	1	\$145.00	\$145.00	\$132.28	\$132.28	\$160.00	\$160.00
630.0500	Seed Water	MGAL	14	\$40.00	\$560.00	\$158.73	\$2,222.22	\$45.00	\$630.00
646.1020	Marking Line Epoxy 4-Inch (White)	LF	1280	\$8.75	\$11,200.00	\$8.75	\$11,200.00	\$4.90	\$6,272.00
646.5020	Marking Arrow Epoxy	EACH	1	\$275.00	\$275.00	\$275.00	\$275.00	\$190.00	\$190.00
646.5120	Marking Word Epoxy "ONLY"	EACH	1	\$320.00	\$320.00	\$320.00	\$320.00	\$280.00	\$280.00
690.0150	Sawing Asphalt	LF	115	\$1.40	\$161.00	\$1.40	\$161.00	\$3.50	\$402.50
690.0250	Sawing Concrete	LF	32	\$2.30	\$73.60	\$2.30	\$73.60	\$4.00	\$128.00
SPV.0105.01	Traffic Control	LS	1	\$7,900.00	\$7,900.00	\$1,050.00	\$1,050.00	\$11,000.00	\$11,000.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	335	\$9.80	\$3,283.00	\$16.00	\$5,360.00	\$10.90	\$3,651.50
SPV.0180.02	Geotextile TX7 (Undistributed)	SY	1375	\$6.20	\$8,525.00	\$7.15	\$9,831.25	\$8.60	\$11,825.00
LAKE GENEVA BOAT PARKING LOT F SUBTOTAL				\$274,704.60		\$285,594.25		\$299,974.75	

TOWNLINE ROAD BIKE PATH (BETWEEN HUDSON TRL / EDWARDS BLVD)				Wolf Paving		Payne & Dolan		Asphalt Contractors	
Item No.	Item Description	Unit	Estimated Qty.	Bid Unit Price	Price	Bid Unit Price	Price	Bid Unit Price	Price
204.0120	Removing Asphaltic Surface Milling (Full Depth 3" Minimum)	SY	485	\$2.96	\$1,435.60	\$2.75	\$1,333.75	\$20.30	\$9,845.50
205.0100	Excavation Common	CY	210	\$35.00	\$7,350.00	\$49.50	\$10,395.00	\$53.00	\$11,130.00
205.0100	Excavation Common - EBS (Undistributed)	CY	32	\$35.00	\$1,120.00	\$28.00	\$896.00	\$31.00	\$992.00
305.0120	Base Aggregate Dense 1 1/4-Inch	TON	200	\$27.00	\$5,400.00	\$37.40	\$7,480.00	\$46.00	\$9,200.00
311.0110	Breaker Run (3" Crushed Allowed) - EBS (Undistributed)	TON	64	\$32.00	\$2,048.00	\$28.75	\$1,840.00	\$32.00	\$2,048.00
460.5224	HMA Pavement Type 4 LT 58-28 S (LIGHT LOAD - 12 TON MAX. PER TRUCK). Item also includes tack coat (455.0605).	TON	250	\$125.00	\$31,250.00	\$110.00	\$27,500.00	\$144.00	\$36,000.00
628.1504	Silt Fence	LF	1575	\$2.00	\$3,150.00	\$2.12	\$3,339.00	\$2.70	\$4,252.50
628.7020	Inlet Protection Type D	EACH	2	\$145.00	\$290.00	\$132.28	\$264.56	\$160.00	\$320.00
630.0500	Seed Water	MGAL	36	\$40.00	\$1,440.00	\$159.00	\$5,724.00	\$45.00	\$1,620.00
690.0150	Sawing Asphalt	LF	60	\$1.40	\$84.00	\$1.40	\$84.00	\$3.50	\$210.00
SPV.0105.01	Traffic Control	LS	1	\$3,500.00	\$3,500.00	\$1,050.00	\$1,050.00	\$7,000.00	\$7,000.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	840	\$9.80	\$8,232.00	\$16.00	\$13,440.00	\$10.90	\$9,156.00
TOWNLINE ROAD BIKE PATH (BETWEEN HUDSON TRL / EDWARDS BLVD) SUBTOTAL				\$65,299.60		\$73,346.31		\$91,774.00	
TOTAL BASE BID				\$1,179,720.20		\$1,274,435.30		\$1,501,593.05	

SUPPLEMENTARY CONDITIONS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 *Defined Terms*

- A. Amend the definition entitled “1.01.18 – Drawings” by adding the following language: “Whenever the word Plans is used in the Specifications, it shall have the same meaning as the word Drawings as defined in this definition”.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01 *Delivery of Bonds and Evidence of Insurance*

- SC-2.01 Delete Paragraphs 2.01 B. and C. in their entirety and insert the following in their place:
- B. Evidence of Contractor’s Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. Evidence of Owner’s Insurance: After receipt from Contractor of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner under Article 6 (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

SC-2.02 *Copies of Documents*

- SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:
- A. Owner shall furnish to Contractor [3] copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

SC-2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- SC-2.04 Add new paragraphs immediately after Paragraph 2.04.B of the General Conditions which are to read as follows:
- C. The conference will be held at a location selected by Owner. The conference shall be attended by:
1. Contractor’s Office Representative,
 2. Contractor’s Resident Superintendent,

3. Contractor's "hands on" individual designated by Contractor to process and submit Shop Drawings and other submittals to Engineer,
4. Any Subcontractor's or Supplier's representatives whom Contractor may desire to invite or Engineer may request,
5. Owner's Representative,
6. Engineer's Representatives and any Engineer's Consultants Engineer may invite, and
7. Local Utilities Representatives.

D. A suggested format would include, but not be limited to, the following subjects:

1. Project safety,
2. Presentation of the preliminary progress schedule and preliminary schedule of Shop Drawings and sample submissions in accordance with General Conditions,
3. Liquidated Damages,
4. Procedures for handling submittals such as Shop Drawings and other submittals,
5. Direction of correspondence, and coordinating responsibility between Contractors,
6. Project meetings,
7. Equal opportunity requirements,
8. Laboratory testing of material requirements,
9. Procedures for inventory of material and equipment stored on-site or off-site, if off-site storage is authorized,
10. Review schedule of values, application for progress payment, and progress payment procedures,
11. Change Order procedures, and
12. Contractor's proposed Erosion Control Plan.

SC-2.05 Initial Acceptance of Schedules

- SC-2.05 Amend the first sentence of the last Paragraph 2.05.A.3 of the General Conditions by inserting the words "Except for Unit Price Work" at the beginning of the sentence.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01 Commencement of Contract Times; Notice to Proceed

- SC-4.01 Delete Paragraph 4.01.A in its entirety and insert the following in its place:
- A. The Contract Times will commence to run on the date indicated in the Notice to Proceed.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 Subsurface and Physical Conditions

SC-5.03 Add the following language immediately after Paragraph 5.03.B:

- C. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:
 - 1. Report provided as part of the contract documents. See Table of Contents if applicable.

SC-5.06 Hazardous Environmental Conditions

SC-5.06 Add the following new subparagraphs immediately after Paragraph 5.06.A.2:

- A.3 The following reports regarding Hazardous Environmental Conditions at the Site are known to Owner:
 - a. Report provided as part of the contract documents. See Table of Contents if applicable.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.01 Performance, Payment and Other Bonds

SC-6.01 Add the following paragraph immediately after Paragraph 6.01.F of the General Conditions :

G. In addition, no further progress payments under the Agreement will be made by Owner until Contractor complies with the provisions of this paragraph.

SC-6.02 Insurance—General Provisions

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

- 1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

SC-6.03 Contractor's Insurance

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

- K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. **Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:**

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>
Employer's Liability:	
Bodily injury, each accident	\$ <u>1,000,000</u>
Foreign voluntary worker compensation	<u>Statutory</u>

2. **Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:**

General Aggregate	\$ <u>2,000,000</u>
Products - Completed Operations Aggregate	\$ <u>2,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>

3. **Automobile Liability under Paragraph 6.03.D. of the General Conditions:**

Bodily Injury:	
Each person	\$ <u>1,000,000</u>
Each accident	\$ <u>1,000,000</u>
Property Damage:	
Each accident	\$ <u>1,000,000</u>

4. **Excess or Umbrella Liability:**

Per Occurrence	\$ <u>5,000,000</u>
General Aggregate	\$ <u>5,000,000</u>

5. **Contractor's Pollution Liability:**

Each Occurrence	\$ _____
General Aggregate	\$ _____



If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following:

City of Lake Geneva, it's Officials and Employees

SC-6.05 *Property Insurance*

SC-6.05.A.1 Add the following new subparagraph after subparagraph 6.05.A.1:

- a. In addition to Owner, Contractor, and all Subcontractors, include as insureds the following:

Kapur & Associates, Inc and its Employees

ARTICLE 8 – OTHER WORK AT THE SITE

SC-8.02 *Coordination*

SC-8.02 Delete Paragraph 8.02.A in its entirety and replace with the following:

- A. Owner intends to contract with others for the performance of other work at or adjacent to the Site.
1. Contractor shall have authority and responsibility for coordination of the various contractors and work forces at the Site;
 2. The following specific matters are to be covered by such authority and responsibility: *utility relocations*;
 3. The extent of such authority and responsibilities is: *limited to the project limits*.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 *Project Representative*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.

4. Liaison:
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. Review of Work and Rejection of Defective Work:
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. Inspections, Tests, and System Start-ups:
 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

- a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
- b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
2. Exceed limitations of Engineer’s authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-13.01 *Cost of the Work*

- A. Equipment rental charges, particularly with respect to Contractor-owned equipment, can sometimes lead to disagreements. To reduce the possibility of such disagreements, the following Supplementary Condition may be used. Note that it requires a published reference or method for determining the costs.

SC 13.01.B.5.c Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:

c. Construction Equipment and Machinery:

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
- 2) Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the *Rental Rate Blue Book, by Equipment Watch*. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools.

SC-13.03 Unit Price Work

SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
 - 1. if the extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
 - 2. if there is no corresponding adjustment with respect to any other item of Work; and
 - 3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.03 Substantial Completion

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

- 1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 Arbitration

- A. All matters subject to final resolution under this Article will be decided by arbitration in accordance with the rules of the American Arbitration Association, subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.

- C. No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
 - 1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and
 - 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.
- D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.
- E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

SC-17.03 Attorneys' Fees

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 Attorneys' Fees: For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

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, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. 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, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 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. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document 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, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a

Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice 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.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *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.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *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.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *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, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *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.
40. *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.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *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 a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *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 but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *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; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs 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 Article 10 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 15.03 or 15.04).

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. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- 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. *Bonds*: 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 Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner's Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), 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;
 - 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.

2.04 *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 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, 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 and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *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 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, 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.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived

from such electronic or digital versions) and the printed record version, the printed record version shall govern.

- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, 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, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract 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, reference standard, 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 part of the Contract Documents prepared by or for Engineer. 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 part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or 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) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) 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 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

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 part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether specifically incorporated by reference as a Contract Document); 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 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers 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 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; or
 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

- 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.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 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 Contract 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 Contract. 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 Contract, whichever date is earlier.

4.02 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 such date.

4.03 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.

4.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 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 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. 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, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

- A. If Owner, Engineer, 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 Times and Contract Price. 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.

- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. 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. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. abnormal weather conditions;
 - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 - 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *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.
- 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 permanent improvements are to be made 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.

5.02 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, 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 any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent 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 and adjacent areas 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 of 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 structures or land to stresses or pressures that will endanger them.

5.03 *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 adjacent to the Site;
2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on 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.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site 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 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; 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 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition;

conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments:*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, 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 fall within any one or more of the categories described in Paragraph 5.04.A;
 - 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 Paragraph 13.03; and,
 - c. 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.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a 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 otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent 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 do not warrant or guarantee 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 information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then 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 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was

not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - 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 Paragraph 13.03;
 - c. 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; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

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

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) 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 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. 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, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. 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, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. 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 (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to

be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- J. 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 failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, 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. 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 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond 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 the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then 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 bond and surety requirements above.

- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, 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.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's

interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 - 2. claims for damages insured by reasonably available personal injury liability coverage.
 - 3. 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.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
 - 1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 - 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 - 3. Broad form property damage coverage.
 - 4. Severability of interest.
 - 5. Underground, explosion, and collapse coverage.
 - 6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against 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. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor’s pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor’s operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor’s commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; 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 (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor’s professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor

shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that 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.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, 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.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable 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 Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 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; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; 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. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by

endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come

off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

- E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, 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 insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the 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 Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, 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 or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.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, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, 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 builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *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.
- 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.

7.02 *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, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *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, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work 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.

7.04 “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 Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item 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 is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that 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, Engineer shall deem it an “or equal” item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - 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.
- B. *Contractor’s Expense:* Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.
- C. *Engineer’s Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is

complete and Engineer determines that the proposed item is an “or-equal”, which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer’s Determination:* Neither approval nor denial of an “or-equal” request shall result in any change in Contract Price. The Engineer’s denial of an “or-equal” request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. 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:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) 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
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.

- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. 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.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. 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 the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. 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.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. 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.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. 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 money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *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.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, 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 the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *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.

7.10 *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 or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and 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 such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

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

7.12 *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, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor

shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

- 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 7.12.A.2 or 7.12.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 at its expense (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 protection 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 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *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.

7.14 *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.

7.15 *Emergencies*

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

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the 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 and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the 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 set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- 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 7.16.D.

2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall 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 7.16.D.

3. 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. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

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 or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample 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 7.16.A.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 will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

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.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may

impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *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 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;
 - 6. the issuance of a notice of acceptability by Engineer;
 - 7. any inspection, test, or approval by others; or
 - 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

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

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.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 7.18.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.

7.19 *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 Laws and Regulations.
- 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, 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, 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 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. 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.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, 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.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its

Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. 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.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) 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 any such claims, and against all 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 damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

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

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *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.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *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 (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- 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.

- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

10.01 *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.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 10.08. 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.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. 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.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer’s authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. 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, are set forth in Paragraph 7.19.
- C. Engineer’s authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

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

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.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 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders:*

- a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes 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. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-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. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *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, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. 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, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee:* When applicable, 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 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.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 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - 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 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 - 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 - 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. 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;
 - 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *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.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and

belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 - 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or

incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work 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 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and 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 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
 5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in

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

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), 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 communication 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 that Contractor is required by the Contract Documents to purchase and maintain.

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

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole 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, Change Proposal, Claim, set-off, or other 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 11.04.C.

- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, 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.

13.02 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:* Contractor agrees that:
 - 1. 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
 - 2. 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:* 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.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- 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. 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 the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price 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;
2. there is no corresponding adjustment with respect to any other item of Work; and
3. Contractor believes that it 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 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction 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.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- 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, obtaining, and paying for all inspections and tests required:
 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. 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. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages 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. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then 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, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages 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 pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. 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, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *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, then 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.

14.07 *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, 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, then 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 14.07, 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, 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 incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. 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 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 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 during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, 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.
- C. *Review of Applications:*
 - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, 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 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; 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 money 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 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

- d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

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

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. 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;
 - l. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, 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, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

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 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *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 and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- 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 preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may

submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

- F. 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 punch list.

15.04 *Partial Use or Occupancy*

- 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. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be 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 15.03.A through E for that part of the Work.
2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work 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 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *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, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *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, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) 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, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

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

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. 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 15.07. 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. *Completion of Work:*** The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:*** Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A.** The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from

defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *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 Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 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 to 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. 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 repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- 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, 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 are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *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 written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and 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);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, 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 complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.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 the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. 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, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *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; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- 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 are not intended to preclude Contractor from submitting a Change Proposal 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 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract 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.

18.03 *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. 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.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors,

members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Headings*

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



To: Lake Geneva Cemetery Committee
From: Black Point Estate & Gardens
RE: Cemetery Walks
Date: March 2, 2023

Black Point Estate & Gardens are planning two cemetery walks in 2023

- Saturday, September 9 and Sunday, September 10 (1:00 – 4:00 pm) Pioneer
 - Repeating the 2022 Maple Park Walking Tour that was rained out on Sunday
- Saturday, October 7 and Saturday, October 14 (5:00 pm) Oak Hill
 - Continuing to highlight the former Lake Geneva residents interred in the Oak Hill cemetery recently listed on the National and State Registers of Historic Places

Thank you for your support.

Chris Brookes
Outreach Coordinator

Black Point Estate and Gardens, WHS
W4270 Southland Rd
Lake Geneva, WI 53147
christine.brookes@wisconsinhistory.org

**City of Lake Geneva
Finance, License, & Regulation Committee
May 2, 2023**

**Prepaid Checks
04/19/23-05/02/23**

**Total:
\$236,978.38**

Checks over \$5,000:

\$	6,542.90	<i>Amazon Capital Services</i>
\$	5,423.77	<i>WE Energies-gas/heat bills</i>
\$	19,300.00	<i>Fairwyn SB Inc-overpaid Sewer Impact Fees-193 lots prepaid</i>
\$	169,529.18	<i>Asphalt Contractors Inc-Pymt #1 Pine Tree/Mariane Terrace</i>
\$	7,295.00	<i>JF Ahern Co.-Fire Panel in PD garage</i>
\$	5,332.00	<i>Heather Jones-Riviera Event Coordinator-May 2023</i>

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

Bank.Bank account = "043230"

[Report].Invoice GL Account = {<>} 61

[Report].Invoice GL Account = {<>} 62

Invoice.Batch = "TAX04172023","04182023","04202023","04242023","04262023"

Check Issue Date	Check Number	Vendor Number	Payee	Amount
04/17/2023	82273	3495	CITY OF LAKE GENEVA	255.00
04/17/2023	82274	4582	CITY OF LAKE GENEVA BID	3,850.42
04/17/2023	82275	2884	LAKE GENEVA UTILITY	271.94
04/18/2023	82276	2108	AT&T LONG DISTANCE	285.18
04/18/2023	82277	2109	AT&T MOBILITY	1,778.90
04/18/2023	82278	6263	CHARTER COMMUNICATIONS	339.95
04/18/2023	82279	6129	DE LAGE LANDEN FINANCIAL SERVICES INC	220.65
04/18/2023	82280	3775	GENEVA LAKES CARPET CLEANING	2,075.00
04/18/2023	82281	2779	KENOSHA CIRCUIT COURT	500.00
04/18/2023	82282	3232	RHYME BUSINESS PRODUCTS	32.00
04/18/2023	82283	1019	SCHILLER LAWN & LANDSCAPE LLC	110.00
04/18/2023	82284	5001	VERIZON WIRELESS	38.01
04/18/2023	82285	5071	WE ENERGIES	164.26
04/18/2023	82286	5071	WE ENERGIES	662.94
04/20/2023	82369	6160	AMAZON CAPITAL SERVICES	6,542.90
04/20/2023	82370	3199	R&R INSURANCE SERVICES INC	3,696.00
04/20/2023	82371	3001	SECURIAN FINANCIAL GROUP	2,732.46
04/20/2023	82372	5387	SHEPPARD, MORGAN	226.63
04/20/2023	82380	5071	WE ENERGIES	5,423.77
04/24/2023	82382	6791	EGG HARBOR CAFE HAMCO INC	90.00
04/24/2023	82383	4794	FAIRWYN SB INC	19,300.00
04/24/2023	82384	5573	SO CREATIVE	150.00
04/24/2023	82385	6788	STURDEVANT, CHRISTOPHER	150.00
04/24/2023	82386	6192	TWO THUMBS UP LLC	20.00
04/24/2023	82387	6789	VERHOEVEN, KURT	960.00
04/24/2023	82388	6787	WANASEK, MATTHEW G	250.00
04/26/2023	82389	2097	ASPHALT CONTRACTORS INC	169,529.18
04/26/2023	82390	2104	AT&T	3,467.12
04/26/2023	82391	6019	BUREAU OF CORRECTIONAL ENTERPRISES	44.57
04/26/2023	82392	6263	CHARTER COMMUNICATIONS	219.98
04/26/2023	82393	263	JF AHERN CO	7,295.00
04/26/2023	82394	6524	JONES, HEATHER	5,332.00
04/26/2023	82395	1133	LEONARD, BEVERLY	15.73
04/26/2023	82396	5555	MUELLER, AMY	275.00
04/26/2023	82397	4975	US CELLULAR	673.79
Grand Totals:				236,978.38

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
11-00-00-21100	.00	26,785.01-	26,785.01-
11-00-00-21340	2,513.43	.00	2,513.43
11-00-00-44100	110.00	.00	110.00
11-10-00-51330	188.35	.00	188.35
11-10-10-55160	3,696.00	.00	3,696.00
11-12-00-24280	500.00	.00	500.00
11-12-00-52210	94.12	.00	94.12
11-12-00-53100	11.98	.00	11.98
11-12-00-53610	32.00	.00	32.00
11-14-20-53100	17.89	.00	17.89
11-14-30-53100	28.79	.00	28.79
11-14-30-53110	100.40	.00	100.40
11-15-10-53990	21.34	.00	21.34
11-16-10-52210	1,387.21	.00	1,387.21
11-16-10-52240	1,435.33	.00	1,435.33
11-16-10-52400	7,295.00	.00	7,295.00
11-16-10-53100	108.85	.00	108.85
11-21-00-52210	1,098.24	.00	1,098.24
11-22-00-52210	2,598.12	.00	2,598.12
11-22-00-52240	776.83	.00	776.83
11-22-00-53400	220.65	.00	220.65
11-22-00-53990	687.16	.00	687.16
11-24-00-52620	36.84	.00	36.84
11-24-00-53100	29.13	.00	29.13
11-32-10-52210	641.22	.00	641.22
11-32-10-52240	1,877.63	.00	1,877.63
11-32-13-54100	226.63	.00	226.63
11-51-10-52240	784.83	.00	784.83
11-52-00-52240	164.26	.00	164.26
11-52-01-52240	87.05	.00	87.05
11-70-00-57800	15.73	.00	15.73
40-00-00-21100	40.00	1,541.91-	1,501.91-
40-54-10-52210	70.50	.00	70.50
40-55-10-23530	1,000.00	.00	1,000.00
40-55-10-46740	.00	40.00-	40.00-
40-55-10-52210	102.56	.00	102.56
40-55-10-52240	328.49	.00	328.49
40-55-20-52210	40.36	.00	40.36
42-00-00-21100	.00	140.11-	140.11-
42-34-50-52210	140.11	.00	140.11
43-00-00-21100	.00	39,968.84-	39,968.84-
43-32-10-17010	39,968.84	.00	39,968.84
45-00-00-21100	.00	19,300.00-	19,300.00-
45-00-00-24530	19,300.00	.00	19,300.00
47-00-00-21100	.00	5,520.55-	5,520.55-
47-00-00-57210	2,666.00	.00	2,666.00
47-00-00-57212	2,666.00	.00	2,666.00
47-70-00-57155	188.55	.00	188.55
48-00-00-21100	.00	213.99-	213.99-
48-00-00-52210	80.38	.00	80.38
48-00-00-52240	133.61	.00	133.61
61-00-00-21100	.00	466.54-	466.54-
61-00-00-92630	17.77	.00	17.77

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
61-00-00-93800	270.63	.00	270.63
61-00-00-93810	178.14	.00	178.14
62-00-00-10700	129,560.34	.00	129,560.34
62-00-00-21100	.00	129,754.69-	129,754.69-
62-00-00-67600	179.99	.00	179.99
62-00-00-92100	1.45	.00	1.45
62-00-00-92630	12.91	.00	12.91
89-00-00-21100	.00	4,377.36-	4,377.36-
89-00-00-24540	271.94	.00	271.94
89-00-00-24700	3,850.42	.00	3,850.42
89-00-00-24800	255.00	.00	255.00
99-00-00-21100	92.57	9,041.95-	8,949.38-
99-00-00-52110	126.82	.00	126.82
99-00-00-52210	301.93	.00	301.93
99-00-00-52220	662.94	.00	662.94
99-00-00-53100	248.78	.00	248.78
99-00-00-53500	174.55	.00	174.55
99-00-00-53600	2,185.00	.00	2,185.00
99-00-00-54100	2,518.93	19.60-	2,499.33
99-00-00-54110	95.96	.00	95.96
99-00-00-54140	1,069.63	72.97-	996.66
99-00-00-54150	1,632.81	.00	1,632.81
99-00-00-55120	24.60	.00	24.60
Grand Totals:	237,243.52	237,243.52-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

GL Account	Debit	Credit	Proof
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Report Criteria:
Report type: Summary
Check.Type = {<>} "Adjustment"
Bank.Bank account = "043230"
[Report].Invoice GL Account = {<>} 61
[Report].Invoice GL Account = {<>} 62
Invoice.Batch = "TAX04172023","04182023","04202023","04242023","04262023"

City of Lake Geneva
Finance, License, & Regulation Committee
May 2, 2023

Accounts Payable

	<u>Fund #</u>	
1. General Fund	11	<u>\$ 100,096.12</u>
2. Debt Service	20	<u>\$ -</u>
3. Lakefront	40	<u>\$ 9,549.42</u>
4. Capital Projects	43	<u>\$ 27,792.67</u>
5. Parking	42	<u>\$ 6,485.65</u>
6. Cemetery	48/49	<u>\$ 697.50</u>
7. Equipment Replacement	50	<u>\$ 2,115.42</u>
8. Library Fund	99	<u>\$ 770.00</u>
9. Impact Fees	45	<u>\$ 17,775.00</u>
10. Tourism Commission	47	<u>\$ 37,500.00</u>
11. Use of Building Funds-Library	98	<u>\$ -</u>
 Total All Funds		 <u><u>\$202,781.78</u></u>

CITY OF LAKE GENEVA
ACCOUNTS PAYABLE UNPAID ITEMS OVER \$5,000

FINANCE, LICENSE, & REGULATION COMMITTEE
5/2/2023

TOTAL UNPAID ACCOUNTS PAYABLE **\$ 202,781.78**

ITEMS > \$5,000

Axon Enterprise Inc.-Body Cameras and accessories	\$ 26,892.74
Geneva Lake Environmental Agency-May 2023 payment	\$ 8,750.00
Jerry Willkomm Inc.-Gasoline purchase	\$ 5,822.40
Lake Geneva Convention & Visitors Bureau-2nd Qtr. 2023 payment	\$ 37,500.00
Lake Geneva Utility-Water and Sewer Impact Fees	\$ 17,775.00
MSA Professional Services Inc.-Road/Street projects engineering services	\$ 24,468.73
Schiller Lawn & Landscape LLC-Snow removal 2023	\$ 6,450.00
YMCA-May/June 2023 payment	\$ 10,000.00

Balance of Other Items **\$ 65,122.91**

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Batch =

"05032023","05032023A","L05032023","F05052023","F05052023A","F05052023B","P05052023","P05052023A","P05052023B","P05052023C"

Invoice Detail.GL account (2 Characters) = {<>} "61"

Invoice Detail.GL account (2 Characters) = {<>} "62"

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
ACTIVE911 INC				
482993	04/06/2023	ACTIVE ALERT SUBSCRIPTION	11-22-00-54500 FIRE IT SERVICES	742.50
Total ACTIVE911 INC:				742.50
AMY'S SHIPPING EMPORIUM				
83626	03/31/2023	FD POSTAGE	11-22-00-53120 POSTAGE EXPENSE	15.17
Total AMY'S SHIPPING EMPORIUM:				15.17
AT&T				
S660270270-2	04/01/2023	APRIL	11-21-00-52210 PD TELEPHONE EXPENSE	342.50
Total AT&T:				342.50
AURORA HEALTH CARE				
238-CI0000314	04/14/2023	EMP CLINIC-MAR	11-10-20-51320 HEALTH AND DENTAL ADMIN CHGS	3,150.00
459166	04/10/2023	BLOOD DRAWS	11-21-00-53800 PD SPECIAL INVESTIGATIONS	100.00
506027	04/16/2023	EMP DRUG TESTING	11-32-10-52050 DRUG AND MEDICAL TESTING	127.00
Total AURORA HEALTH CARE:				3,377.00
AUTO TECH CENTERS INC				
INV079332	04/21/2023	TIRES (5)	11-21-00-53610 PD EQUIP MAINT SERV COSTS	822.50
Total AUTO TECH CENTERS INC:				822.50
AXON ENTERPRISE INC				
INUS127448	01/01/2023	AXON BWC PROGRAM 2023	11-21-00-57375 PORTABLE AUDIO/BODY CAMS	26,028.74
INUS134911	02/01/2023	LICENSING FOR AXON EVIDEN	11-21-00-57375 PORTABLE AUDIO/BODY CAMS	864.00
Total AXON ENTERPRISE INC:				26,892.74
BEST STAMPS				
357522	03/29/2023	"SCANNED" STAMP-DATA	11-21-00-53100 PD OFFICE SUPPLIES	22.00
Total BEST STAMPS:				22.00
BREEZY HILL NURSERY				
INV/2023/0904	04/24/2023	POND MAINT-APR	42-34-50-52200 PARKING LOT PLANTING/MAINT	255.00
Total BREEZY HILL NURSERY:				255.00
BUMPER TO BUMPER AUTO PARTS				
662-471139	04/12/2023	SHOP SUPPLIES	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	8.39
662-471184	04/12/2023	BEACH HOUSE	43-52-00-53000 PARKS AND REC CAPITAL PROJECTS	27.17
662-471371	04/17/2023	TRUCK #15 & TRUCK 26 REPAI	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	93.98

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total BUMPER TO BUMPER AUTO PARTS:				129.54
CDW GOVERNMENT INC				
HR13975	03/29/2023	BULB REPLACEMENT-PROJEC	11-21-00-53050 DATA PROCESSING	137.56
Total CDW GOVERNMENT INC:				137.56
CITY ELECTRIC				
LKG/084901	04/12/2023	SHOP SUPPLIES	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	466.34
Total CITY ELECTRIC:				466.34
COPIES & PRINTS PLUS LLC				
336280	04/12/2023	SIGNAGE AT 4 SEASONS NATU	11-70-00-57800 AVIAN COMMITTEE EXPENSES	57.25
Total COPIES & PRINTS PLUS LLC:				57.25
DECATUR ELECTRONICS LLC				
1188	04/06/2023	RADAR-LIGHTER PLUG	11-21-00-53420 PD SPECIAL EQUIPMENT	40.00
1208	04/17/2023	MOBILE RADAR UNIT	11-21-00-58100 EQUIPMENT OUTLAY	2,150.00
Total DECATUR ELECTRONICS LLC:				2,190.00
DEKIND COMPUTER CONSULTANTS				
34889	12/27/2022	HARD DISK DRIVE	11-15-10-54500 COMPUTER IT SVC & EQUIPMENT	80.88
35753	04/18/2023	ANTI-VIRUS SOFTWARE	11-15-10-54500 COMPUTER IT SVC & EQUIPMENT	2,547.45
Total DEKIND COMPUTER CONSULTANTS:				2,628.33
DINGES FIRE COMPANY				
38801	04/04/2023	FIRE GLOVES	50-22-00-58000 FIRE EQUIPMENT PURCHASES	912.99
Total DINGES FIRE COMPANY:				912.99
DUNN LUMBER				
1381423	04/20/2023	SQUAD KEYS	11-21-00-53420 PD SPECIAL EQUIPMENT	11.97
6956475	04/12/2023	FURNACE FILTER	11-51-10-52400 MUSEUM-MAINTENANCE & REPAIRS	15.99
Total DUNN LUMBER:				27.96
EAGLE MEDIA INC				
00136550	04/06/2023	NEW OFFICER-BADGES	11-21-00-51380 PD UNIFORM ALLOWANCE	501.00
00136570	04/16/2023	SPRINGHORN-PROMOTION	11-21-00-51380 PD UNIFORM ALLOWANCE	144.90
Total EAGLE MEDIA INC:				645.90
ELKHORN NAPA AUTO PARTS				
298766	04/24/2023	#38 SIDE MOWER HOSE END FI	11-32-12-53510 EQUIP MAINT SUPPL-SNOW & ICE	74.47
Total ELKHORN NAPA AUTO PARTS:				74.47
ENTRANCE TECHNOLOGIES I LLC				
32280	04/19/2023	DOOR SERVICE AGREEMENT	99-00-00-53600 LIBRARY BLDG MAINT SERVICES	400.00
Total ENTRANCE TECHNOLOGIES I LLC:				400.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
FAIRWYN SB INC				
1530 COBBLE	04/10/2023	1530 COBBLESTONE LN	11-00-00-23540 DEVELOPER DEPOSITS	3,500.00
1760 COBBLE	04/26/2023	1760 COBBLESTONE CT	11-00-00-23540 DEVELOPER DEPOSITS	3,500.00
Total FAIRWYN SB INC:				7,000.00
FIRST SUPPLY LLC				
3448220-00	04/25/2023	VET'S PARK LIONS	11-52-01-53500 BLDG MAINT & REPAIR	111.30
Total FIRST SUPPLY LLC:				111.30
FISH WINDOW CLEANING				
3063-58824	04/20/2023	WINDOW CLEANING	99-00-00-53600 LIBRARY BLDG MAINT SERVICES	370.00
Total FISH WINDOW CLEANING:				370.00
FORD OF LAKE GENEVA				
82435	03/28/2023	200-09 AIRBAG/WEATHER STRI	11-21-00-53610 PD EQUIP MAINT SERV COSTS	1,296.90
82633	03/28/2023	205-TIRES/ALGINMENT	11-21-00-53610 PD EQUIP MAINT SERV COSTS	270.81
82766	04/12/2023	206 - FUEL PUMP CHECK-SENS	11-21-00-53610 PD EQUIP MAINT SERV COSTS	257.50
82824	04/19/2023	223-SIDE HEADLIGHT&BRAKES	11-21-00-53610 PD EQUIP MAINT SERV COSTS	427.45
82846	04/21/2023	204 OIL CHANGE,BRAKES, TIRE	11-21-00-53610 PD EQUIP MAINT SERV COSTS	1,134.44
Total FORD OF LAKE GENEVA:				3,387.10
GALLS LLC				
023946777	03/23/2023	NEW OFFICER-HELMET BAGS	11-21-00-51380 PD UNIFORM ALLOWANCE	112.00
Total GALLS LLC:				112.00
GAPPA SECURITY SOLUTIONS LLC				
27180	03/31/2023	PADLOCKSANDCORES	11-52-00-53500 BLDG MAINT SUPPLIES-PARKS	738.40
Total GAPPA SECURITY SOLUTIONS LLC:				738.40
GENCOMM				
316066	02/10/2023	INSTALL RADIO ON NEW ENG	50-22-00-58000 FIRE EQUIPMENT PURCHASES	686.76
316135	02/13/2023	RADIO REPAIR BATTERIES CAR	11-22-00-52620 FD-COMMUNICATION SYS MAINT FEE	209.00
Total GENCOMM:				895.76
GENEVA LAKE ENVIRONMENTAL AGCY				
5-1-2023	05/01/2023	MAY PAYMENT-2023	40-54-10-57300 GLAKE ENVIRONMENTAL AGENCY	8,750.00
Total GENEVA LAKE ENVIRONMENTAL AGCY:				8,750.00
GENEVA ON LINE				
1143031	04/01/2023	INTERNET-APR	11-21-00-52210 PD TELEPHONE EXPENSE	39.00
Total GENEVA ON LINE:				39.00
GIRAFFE ELECTRIC				
23-269	04/06/2023	STOP LIGHT LABOR REPAIR	11-34-10-52610 STREET LIGHTS REPAIRS	125.00
Total GIRAFFE ELECTRIC:				125.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
HALVERSON OVERHEAD DOOR CO				
15570	03/28/2023	REPAIR TO APPARATUS DOOR	11-22-00-53500 BLDG MAINT SUPPLIES-FIREHOUSE	110.00
Total HALVERSON OVERHEAD DOOR CO:				110.00
HENRY SCHEIN INC				
35940396	03/23/2023	EMS SUPPLIES	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	37.56
Total HENRY SCHEIN INC:				37.56
IQ RESOURCE GROUP, INC				
113932	04/07/2023	TEMP PARKING STAFF	42-34-50-51160 PARKING WAGES-CLERK/DISPATCH	1,201.56
114054	04/14/2023	TEMP	42-34-50-51160 PARKING WAGES-CLERK/DISPATCH	1,011.84
Total IQ RESOURCE GROUP, INC:				2,213.40
JAMES IMAGING SYSTEMS INC				
1306445	04/14/2023	APRIL/OVERAGE JAN-APR	11-21-00-55310 COPY MACHINE & SHREDDING SVC	595.61
1310587	04/25/2023	COPIES-MARCH	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	189.45
Total JAMES IMAGING SYSTEMS INC:				785.06
JEFFERSON FIRE & SAFETY INC				
IN301347	03/29/2023	FIRE JACKET HOSE	11-22-00-58000 FIRE EQUIPMENT/SUPPLIES	1,523.07
IN301350	03/29/2023	DOUBLE JKT FIRE HOSE	50-22-00-58000 FIRE EQUIPMENT PURCHASES	213.00
Total JEFFERSON FIRE & SAFETY INC:				1,736.07
JERRY WILLKOMM INC				
295459	04/10/2023	1600 GALS GAS	11-32-10-53410 VEHICLE-FUEL & OIL	5,822.40
Total JERRY WILLKOMM INC:				5,822.40
JOHNSON CONTROLS				
89718812	04/11/2023	RIVIERA SPRINKLER REPAIR	40-55-10-53600 UPPER RIVIERA MAINTENANCE	769.42
Total JOHNSON CONTROLS:				769.42
JUERGENS, PAMELA R				
8-26-2022	08/26/2022	EMS REFUND0JUERGENS	11-22-00-46240 FIRE/EMS BILLING REVENUE	50.00
Total JUERGENS, PAMELA R:				50.00
KIESLER'S POLICE SUPPLY INC				
IN211954	04/03/2023	AMMUNITION	11-21-00-54100 PD TRAINING EXPENSES	371.00
Total KIESLER'S POLICE SUPPLY INC:				371.00
KUNES COUNTRY FORD				
63169	03/27/2023	VEHICLE REPAIR AMB 3 FUSES	11-22-00-52400 EQUIPMENT REPAIRS-FIRE DEPT	550.71
Total KUNES COUNTRY FORD:				550.71
LAKE GENEVA CONVENTION				
5-1-2023	05/01/2023	2ND QTR 2023 PAYMENT	47-00-00-57100 HOTEL/MOTEL ASSN-CHAM OF COMM	37,500.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total LAKE GENEVA CONVENTION:				37,500.00
LAKE GENEVA UTILITY				
1151 LASALLE	04/20/2023	1151 LASALLE CT	45-00-00-24520 WATER IMPACT FEES	1,690.00
1151 LASALLE	04/20/2023	1151 LASALLE CT	45-00-00-24530 SEWER IMPACT FEES	1,865.00
1530 COBBLE	01/17/2023	1530 COBBLESTONE LN	45-00-00-24520 WATER IMPACT FEES	1,690.00
1530 COBBLE	01/17/2023	1530 COBBLESTONE LN	45-00-00-24530 SEWER IMPACT FEES	1,865.00
1720 MONTE	04/02/2023	1720 MONTE VISTA DR	45-00-00-24520 WATER IMPACT FEES	1,690.00
1720 MONTE	04/02/2023	1720 MONTE VISTA DR	45-00-00-24530 SEWER IMPACT FEES	1,865.00
1760 COBBLE	04/14/2023	1760 COBBLESTONE CT	45-00-00-24520 WATER IMPACT FEES	1,690.00
1760 COBBLE	04/14/2023	1760 COBBLESTONE CT	45-00-00-24530 SEWER IMPACT FEES	1,865.00
1868 FOREST	03/29/2023	1868 FORESTVIEW CT	45-00-00-24520 WATER IMPACT FEES	1,690.00
1868 FOREST	03/29/2023	1868 FORESTVIEW CT	45-00-00-24530 SEWER IMPACT FEES	1,865.00
Total LAKE GENEVA UTILITY:				17,775.00
LARRY'S TOWING & RECOVERY				
6187	04/17/2023	TOWING-VW COLT	11-34-10-52900 CAR TOWING	200.00
6907	04/23/2023	TOWING-FORD FOCUS	11-34-10-52900 CAR TOWING	200.00
Total LARRY'S TOWING & RECOVERY:				400.00
LOVES PARK SCUBA				
601	03/24/2023	DIVE GEAR	11-22-00-58110 SPECIALIZED TEAMS EQUIP/SUP	1,590.00
Total LOVES PARK SCUBA:				1,590.00
MERCY HEALTH SYSTEM				
400010070 4-9	04/09/2023	BLOOD DRAWS	11-21-00-53800 PD SPECIAL INVESTIGATIONS	12.00
Total MERCY HEALTH SYSTEM:				12.00
MERCY WALWORTH PHARMACY				
01645040	04/01/2023	EMS SUPPLIES	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	217.63
Total MERCY WALWORTH PHARMACY:				217.63
MIDWEST RADAR & EQUIPMENT				
172094	04/18/2023	RADAR RECERTIFICATIONS	11-21-00-53420 PD SPECIAL EQUIPMENT	400.00
Total MIDWEST RADAR & EQUIPMENT:				400.00
MSA PROFESSIONAL SERVICES INC				
R19995004.0-9	04/14/2023	2022/23 ROAD/STREET PROGR	43-32-10-17010 2021/2022 STREET IMP PROGRAM	24,468.73
Total MSA PROFESSIONAL SERVICES INC:				24,468.73
ODP BUSINESS SOLUTIONS LLC				
304680369001	04/19/2023	HILITERS, PAP CLIPS, RUBBER	11-16-10-53100 CITY HALL OFFICE SUPPLIES	27.93
Total ODP BUSINESS SOLUTIONS LLC:				27.93
PATS SERVICES INC				
A-245892	04/15/2023	PORT A POTTY OAK HILL MC/A	48-00-00-52260 CEM WATER/SEWER EXP	270.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total PATS SERVICES INC:				270.00
PETE'S TIRE ELKHORN LLC				
005737	04/10/2023	2 TRACTOR TIRES DISMOUNT	11-52-00-52500 EQUIPMENT REPAIR SERVICES	95.00
Total PETE'S TIRE ELKHORN LLC:				95.00
QUILL CORPORATION				
31786465	04/05/2023	COPY PAPER, INK, NOTEBOOK,	11-21-00-53100 PD OFFICE SUPPLIES	273.93
Total QUILL CORPORATION:				273.93
RAY O'HERRON CO INC				
2266402	04/24/2023	NEW HIRES-GUNS	11-21-00-51380 PD UNIFORM ALLOWANCE	3,329.09
Total RAY O'HERRON CO INC:				3,329.09
REINDERS				
1934077-00	04/05/2023	PARK PESTICIDE	11-52-00-53620 GROUNDS FERTILIZER/WEED CONTR	2,544.00
6026878-00	02/08/2023	CREDIT VENTRAC EQUIPMENT	11-32-10-52500 ST DEPT EQUIPMENT REPAIRS	161.91-
Total REINDERS:				2,382.09
RELIANT FIRE APPARATUS INC				
C1005919	03/28/2023	DATA CABLE - NEW ENGINE	50-22-00-58000 FIRE EQUIPMENT PURCHASES	302.67
Total RELIANT FIRE APPARATUS INC:				302.67
ROTE OIL				
231110208	04/21/2023	290.5 GALS ON ROAD DIESEL	11-32-10-53410 VEHICLE-FUEL & OIL	978.97
63006481	04/17/2023	GAS NOZZLES / HOSES	11-32-10-53410 VEHICLE-FUEL & OIL	150.00
Total ROTE OIL:				1,128.97
SCHILLER LAWN & LANDSCAPE LLC				
24305	02/27/2023	SNOW REMOVAL-2/1-2/2/23	11-32-12-53440 SNOW REMOVAL EXPENSES	6,450.00
Total SCHILLER LAWN & LANDSCAPE LLC:				6,450.00
SHRED-IT				
8003592436	03/25/2023	SHREDDING-MARCH	11-21-00-55310 COPY MACHINE & SHREDDING SVC	64.25
Total SHRED-IT:				64.25
SOMAR TEK LLC/SOMAR ENTERPRISE				
102948	03/22/2023	WISNIEWSKI	11-21-00-51380 PD UNIFORM ALLOWANCE	47.20
102967	04/13/2023	REPLACEMENT OC FOR EXPIR	11-21-00-51390 PART TIME UNIFORM EXPENSE	408.79
Total SOMAR TEK LLC/SOMAR ENTERPRISE:				455.99
STREICHERS				
I1624602	03/28/2023	BOULAND UNIFORM ALLOWAN	11-21-00-51380 PD UNIFORM ALLOWANCE	271.99
Total STREICHERS:				271.99

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
THOMSON REUTERS - WEST				
848112814	04/01/2023	CLEAR-APRIL	11-21-00-53800 PD SPECIAL INVESTIGATIONS	196.80
Total THOMSON REUTERS - WEST:				196.80
TIM'S TAP LINE CLEANING INC				
25990	03/23/2023	RIVIERA BAR LINE CLEANING	40-55-20-53600 RIV MAINTENANCE SERVICE COSTS	30.00
Total TIM'S TAP LINE CLEANING INC:				30.00
TOP PACK DEFENSE LLC				
10311	03/27/2023	NEW OFFICER-SARLES	11-21-00-51380 PD UNIFORM ALLOWANCE	1,132.89
10336	03/27/2023	INITIAL ISSUE-SANCHEZ-HERN	11-21-00-51380 PD UNIFORM ALLOWANCE	1,052.90
10369	03/29/2023	HALL UNIFORM SHIRT	11-21-00-51380 PD UNIFORM ALLOWANCE	64.99
Total TOP PACK DEFENSE LLC:				2,250.78
TOTAL PARKING SOLUTIONS INC				
106232	04/13/2023	CMS MONITORING - MAY	42-34-50-54500 SUPPORT CONTRACTS	3,445.00
106234	04/20/2023	TPS PAY BY TEXT FEES MARC	42-34-50-53990 PARKING MISC EXPENSES	572.25
TOTAL PARKING SOLUTIONS INC:				4,017.25
TRANS UNION LLC				
03314619	03/28/2023	BACKGROUND CHECK-MARCH	11-21-00-54110 PD APPLICATION PROCESS	31.62
Total TRANS UNION LLC:				31.62
UNIFORM SHOP, THE				
332624	03/24/2023	HALL	11-21-00-51380 PD UNIFORM ALLOWANCE	520.90
332680	03/27/2023	INITIAL ISSUE-CLASS A SHOES/	11-21-00-51380 PD UNIFORM ALLOWANCE	213.90
332681	03/27/2023	INITIAL ISSUE CLASS A SHOES/	11-21-00-51380 PD UNIFORM ALLOWANCE	213.90
332682	03/27/2023	IINITIAL ISSUE-CLASS A SHOES	11-21-00-51380 PD UNIFORM ALLOWANCE	201.90
332945	03/31/2023	INITIAL ISSUE-CLASS A MUEDI	11-21-00-51380 PD UNIFORM ALLOWANCE	328.95
332947	03/31/2023	SPRINGHORN-CLASS A	11-21-00-51380 PD UNIFORM ALLOWANCE	21.00
333409	04/11/2023	SANCHEZ CLASS A FORMAL C	11-21-00-51380 PD UNIFORM ALLOWANCE	343.95
333410	04/11/2023	SARLES CLASS A FORMAL COA	11-21-00-51380 PD UNIFORM ALLOWANCE	343.95
333411	04/11/2023	BORO CLASS A FORMAL COAT	11-21-00-51380 PD UNIFORM ALLOWANCE	343.95
Total UNIFORM SHOP, THE:				2,532.40
UNITED OCC MED WALK IN SRV LLC				
4497	04/14/2023	PEREMPLOYMENT PHYSICAL	11-21-00-54110 PD APPLICATION PROCESS	2,775.00
Total UNITED OCC MED WALK IN SRV LLC:				2,775.00
WALWORTH COUNTY CLERK				
04042023	04/21/2023	APR 2023 ELECT BALLOTS/CO	11-14-30-53110 BALLOTS/OTHER ELECTION EXPENSE	1,141.63
Total WALWORTH COUNTY CLERK:				1,141.63
WALWORTH COUNTY PUBLIC WORKS				
320	04/12/2023	SALT-FEB	11-32-12-53400 OPERATING SUPPLIES-SNOW & ICE	2,393.33
Total WALWORTH COUNTY PUBLIC WORKS:				2,393.33

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
WALWORTH COUNTY SHERIFF				
129663	03/30/2023	NET MOTION LICENSE	11-22-00-54500 FIRE IT SERVICES	336.00
129689	04/03/2023	RANGE-MARCH	11-21-00-54100 PD TRAINING EXPENSES	300.00
Total WALWORTH COUNTY SHERIFF:				636.00
WAUKESHA CNTY TECH COLLEGE				
S0796494	03/28/2023	TRAINING-NELSON-SPRINGHO	11-21-00-54100 PD TRAINING EXPENSES	965.00
Total WAUKESHA CNTY TECH COLLEGE:				965.00
WELDERS SUPPLY CO				
10351433	03/31/2023	OXYGEN RENTAL	11-22-00-58100 EMS EQUIPMENT/SUPPLIES	17.00
Total WELDERS SUPPLY CO:				17.00
WI DEPT OF TRANSPORTATION				
395-00003004	04/04/2023	HWY 50 RD IMPROVE PROJECT	43-32-10-17010 2021/2022 STREET IMP PROGRAM	3,296.77
Total WI DEPT OF TRANSPORTATION:				3,296.77
WITTE SUPPLY COMPANY				
132124	04/20/2023	1 YD TOPSOIL	11-52-00-53520 GROUNDS MAINT SUPPLIES	28.50
133755	04/14/2023	5 YDS TOP SOIL-OAK HILL	48-00-00-53620 CEM GROUNDS/LANDSCAPING	142.50
133768	04/14/2023	5 YDS TOP SOIL-OAK HILL	48-00-00-53620 CEM GROUNDS/LANDSCAPING	142.50
133782	04/14/2023	5 YDS TOP SOIL-OAK HILL	48-00-00-53620 CEM GROUNDS/LANDSCAPING	142.50
133964	04/18/2023	2 YDS PARKS TOPSOIL	11-52-00-53520 GROUNDS MAINT SUPPLIES	57.00
134010	04/18/2023	2 YDS TOPSOIL PARKS	11-52-00-53520 GROUNDS MAINT SUPPLIES	57.00
134014	04/18/2023	5 YDS TOP SOIL-TREE PLANTIN	11-32-13-54300 TREE & BRUSH OPER SUPPLIES	142.50
134057	04/19/2023	2 YDS TOP SOIL	11-32-13-54300 TREE & BRUSH OPER SUPPLIES	57.00
134397	04/25/2023	7 YDS TOP SOIL	11-32-13-54300 TREE & BRUSH OPER SUPPLIES	199.50
Total WITTE SUPPLY COMPANY:				969.00
YMCA				
5-1-2023	05/01/2023	BIMONTHLY PMT MAY/JUNE	11-70-00-57600 YMCA-YOUTH ATHLETIC PROGRAM	10,000.00
Total YMCA:				10,000.00
Grand Totals:				202,781.78

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Batch =

"05032023","05032023A","L05032023","F05052023","F05052023A","F05052023B","P05052023","P05052023A","P05052023B","P05052023C"

Invoice Detail.GL account (2 Characters) = {<>} "61"

Invoice Detail.GL account (2 Characters) = {<>} "62"

RESOLUTION OF THE COMMON COUNCIL			
A resolution requesting Legislative Action to change the allocation of Reserve “Class B” Liquor Licenses within the State of Wisconsin			
Committee:	N/A		
Fiscal Impact:	N/A		
File Number:	23-R30	Date:	May 8, 2023

WHEREAS, the State of Wisconsin has a law in effect limiting the number of Reserve “Class B” Liquor Licenses that may be issued by local municipalities (See §125.51(4), Wis. Stat.); and

WHEREAS, under state law, a municipality may arrange for a transfer of a Reserve “Class B” Liquor License from a municipality that is contiguous with, or is located within two miles of, the requesting municipality, with a statutorily required issuance fee, typically the payment of at least \$10,000.00, to the transferring municipality for the transferred license (See §§125.51(3)(e)(4) and (4)(e), Wis. Stat.); and

WHEREAS, municipalities in the State of Wisconsin desire to increase their tax base through development and growth of businesses and provisions that hamper these efforts are detrimental to not only the municipalities but also the residents and taxpayers; and

WHEREAS, it is our belief that the two provisions above are unnecessarily limiting and prevent new businesses from establishing and growing in our municipality; and

WHEREAS, municipalities of Walworth County have also been asked to support a change in these laws;

NOW, THEREFORE, BE IT RESOLVED that the City of Lake Geneva respectfully requests the State of Wisconsin to allow municipalities to request a transfer of a Reserve “Class B” liquor license throughout an entire county rather than being limited to a 2-mile contiguous radius.

BE IT FURTHER RESOLVED by the Common Council of the City of Lake Geneva, that the City Clerk is directed to transmit a copy of this Resolution to the Governor of the State of Wisconsin and the Walworth County’s State legislative delegation.

Approved this 8th day of May, 2023.

Council Action: ☐ Adopted ☐ Failed **Vote** _____

Mayoral Action: ☐ Accept ☐ Veto

Charlene Klein, Mayor

Date

Attest:

Lana Kropf, City Clerk

Date

CITY OF LAKE GENEVA

AGENDA ITEM REQUEST FORM



PLEASE ATTACH ANY INFORMATION THAT YOU WOULD LIKE INCLUDED IN THE AGENDA PACKET.

1. Name of individual(s) requesting agenda item. (Per § 2.42(c) of the municipal code, agenda item request must be submitted by two Aldermen, Mayor or Administrator and must be received by the City Clerk at least two Fridays prior to the scheduled City Council meeting.)

Cynthia Payer
Shari Straube

2. Item requested to be placed on agenda. (Please list as you would like to see it on the agenda.)

Discussion/Action to return the parking ticket price to \$20 plus late fees

3. Committee, Board or Commission which you are asking to review this item.

Common Council

4. Date of meeting(s).

Monday April 24, 2023

Signature: S

Date: 4.13.23

Signature: Cynthia Payer

Date: 4/13/23

For Office Use Only

Date Received by Clerk: _____

Committee/Council and Meeting Date Scheduled: _____

Notes: _____

Copies Provided to: City Administrator

City of Lake Geneva Parking Ticket Scenarios April, 2023		
Ticket Price	After 10 Days (Ticket Penalty)	Surplus/Deficit Compared to Current Ticket Price (including Penalty)
20	40	(320,000.00)
25	50	(175,000.00)
30	60	(30,000.00)
35	70	115,000.00
40	80	260,000.00
45	90	405,000.00
50	0	- Current Ticket Price