



**PUBLIC WORKS COMMITTEE- AMENDED**  
**TUESDAY, JUNE 11, 2019– 4:30PM**  
**CITY HALL CONFERENCE ROOM 2A**

**Members:** Chairperson Cindy Flower, Selena Proksa, Rich Hedlund, Tim Dunn, and Ken Howell

**AGENDA**

Added  
"Recommendation" to  
item #12

1. Meeting called to order by Chairperson Flower
2. Roll Call
3. Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda. Comments will be limited to 5 minutes
4. Approve the regular Public Works Committee meeting minutes from May 14, 2019 as prepared and distributed
5. Director of Public Works Report
  - a. Riviera Fountain Lighting
  - b. Brush Collection
6. Parking Manager Report
  - a. Year to Date Meter Collections
  - b. Maintenance on Meters/Technology Issues
7. Discussion/Recommendation regarding awarding the bid for the 2019 Street Improvement Project to Payne & Dolan in an amount not to exceed \$814,966.12
8. Discussion/Recommendation regarding 2020 Streets Capital Spending Plan and Three Year Plan including alleys
9. Discussion/Recommendation regarding Department of Public Works Fencing to be paid from Capital Borrowing
10. Discussion/Recommendation regarding sidewalk/bike trails needs on Sheridan Springs Drive, Edwards Boulevard, and Highway 120 South
11. Discussion regarding Parking Kiosk RFP
12. Discussion/**Recommendation** regarding amending current snow removal and weed/grass control ordinances
13. Discussion regarding roundabout mowing
14. Discussion regarding bike path issues on South Street
15. Future Agenda Items
16. Adjourn

*This is a meeting of the Public Works Committee.  
No official Council action will be taken; however, a quorum of the Council may be present.*

**PUBLIC WORKS COMMITTEE MINUTES  
TUESDAY, MAY 14, 2019– 4:30PM  
CITY HALL CONFERENCE ROOM 2A**

**Members:** Chairperson Cindy Flower, Selena Proksa, Rich Hedlund, Tim Dunn, and Ken Howell

Meeting was called to order by Chairperson Flower at 4:31 p.m.

**Roll Call**

Public Works Director Earle called the roll and noted that Flower, Proksa, Hedlund, Dunn, and Howell were present.

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

Thomas George; Spoke in opposition of removing all items from the public sidewalks as long as it doesn't interfere with the public's walking path.

Bob Lee; Spoke in opposition of removing all items from the public sidewalks as long as it doesn't interfere with the public's walking path. He added that this is contradictory to the sidewalk cafes that already exist and are welcomed.

Cynthia Zulke; Spoke in opposition of removing all items from the public sidewalks as long as it doesn't interfere with the public's walking path.

Beth Tumas; Spoke in opposition of removing all items from the public sidewalks as long as it doesn't interfere with the public's walking path.

Kevin Flemming; Spoke in favor of keeping the ordinance as is.

JoAnn Patzolan; Spoke in opposition of removing all items from the public sidewalks as long as it doesn't interfere with the public's walking path.

Mary Klein; Spoke in opposition of removing all items from the public sidewalks as long as it doesn't interfere with the public's walking path.

Gary Poetzinger; Spoke in opposition of removing all items from the public sidewalks as long as it doesn't interfere with the public's walking path.

Melissa Rouse; Spoke in opposition of removing all items from the public sidewalks as long as it doesn't interfere with the public's walking path. She would like the sandwich board allowed and the merchandise be allowed to be displayed.

Paul Ochalek; Spoke in favor of businesses being allowed to display sandwich boards without impeding on pedestrian traffic. He cited that having the board out has helped his business tremendously.

Brian Yucker; Spoke in favor of improvements being made to the alleys within Maple Park. He also noted that he would like to see some sidewalks installed in that area.

Dimitri Anagnos; Spoke in favor of removing some of the outdoor dining to maintain open walkways for pedestrians. He stated that he would be in favor of the tables just being up against the adjacent buildings. He spoke in favor of being able to place items and sandwich boards on the sidewalks.

**Approve the regular Public Works Committee meeting minutes from April 9, 2019 as prepared and distributed**

Motion by Proksa to approve, second by Hedlund. No discussion. Motion carried 5-0.

Motion by Howell to move the sidewalk item discussion up on the agenda, second by Proksa. Motion carried 5-0.

#### Discussion/Recommendation regarding placement of items on Public Sidewalks

Mayor Hartz reviewed the proposed ordinance that was included in the packet. He noted that “street furniture” which would include sandwich boards would be allowed to be displayed as long as there is sixty inches of clear walk ways to pedestrian traffic. He noted that this would not change the current zoning code as it relates to the display of merchandise outside of stores.

Howell stated that he does not have any issue with items being displayed outside of stores as long as there is a clear walk way for pedestrians. Dunn agreed with Howell and noted that he would like other ordinances reviewed that might hinder the downtown businesses.

Flower noted that there are some ADA compliant items that haven’t been addressed and would like them reviewed. She also noted that there might be areas in the downtown that might require more than 60 inches, but that those could be addressed at a later time.

Hedlund stated that he doesn’t feel that business owners shouldn’t be told that they can’t have their merchandise hanging in their own doorways and windows. He does also agree that businesses should be able to display a sandwich board on their own property.

Motion by Howell to refer this ordinance to the Finance, Licensing, and Regulation Committee for discussion, second by Proksa. Motion carried 5-0.

### **Director of Public Works Report**

#### 2019 Street Improvement/Paving Project

Director of Public Works Earle noted that the project is being advertised with a bid opening date of May 30, 2019. No action taken.

#### Riviera Fountain

Earle stated that the fountain is having the lights redone through the beautification committee and work continues to occur to fix the vandalism repaired. No action taken.

#### Bike Lane Striping on Madison Street

Earle noted that this issue has been examined and without removing all of the west lane parking there isn’t enough room to stripe that street. No action taken.

#### Current Public Works Equipment Replacement List

Earle noted that the current Equipment Replacement list is included in the packet for committee review. No action taken.

### **Parking Manager Report**

#### Current Operational Maintenance Status

Parking manager Mullally stated that the Parking Enforcement is continuing to automate processes to alleviate pressure on the PD dispatch and the front counter. She added that since March the communications with the machines has slowed, she added that this could result in unnecessary tickets. No action taken.

### Current Staff Status

Mullally stated that she is fully staffed and that some are return employees. The staff also helps the PD from time to time. No action taken.

### Revenue Update Year to Date

Mullally indicated that the revenue is about 6% higher than this time last year. She added that there are more transactions with credit cards. She noted that these numbers are weather dependent. No action taken.

### Update on 3G Shutdown Dates for Parking Kiosks

Mullally announced that Sprint has taken over the communications and is not sure when the 3G shutdown will occur. No action taken.

### Discussion/Recommendation regarding funding sources for Oak Hill Cemetery Utilities

City Administrator Nord noted that the Cemetery Board met and they would like to see utilities extended throughout the cemetery. He noted that we could use a letter of credit for funding or we could explore using the savings from the City moving from being self-insured. The Cemetery board will be looking at this more in depth in the near future.

### Discussion regarding sidewalk/bike trails needs on Sheridan Springs Rd, Edwards Blvd, and Hwy 120 South

Motion by Flower to continue, second by Howell. Motion carried 5-0.

### Discussion regarding bike path issues on South Street

Motion by Flower to continue, second by Hedlund. Motion carried 5-0.

### Discussion regarding Maple Park Alleys and Sidewalks

Earle noted that he had been in contact with residents that had concerns of the lack of sidewalks in Maple Park. He noted that the work to put in the sidewalks has been scheduled. No action.

### Discussion/Recommendation regarding the purchase of two (2) standing mowers

Earle noted that these standing mowers are used every day and that the equipment replacement fund would allow for the purchase of two mowers. Earle recommended that the City purchase the Wright standing mowers.

Motion by Hedlund to purchase the two Wright Mowers from Larry's Towing, second by Howell. Motion carried 5-0.

### Future Agenda Items

-General Condition/Rating Report on City Alleys

-Cemetery Utilities

-Bike Lane on Madison Street

### Adjourn

Motion by Hedlund to adjourn the meeting, second by Proksa. Motion carried 5-0. The meeting adjourned at 5:44 p .m.

**KAPUR & ASSOCIATES, INC.**

**2019 STREET IMPROVEMENT PROGRAM - General Bid Tab**  
 City of Lake Geneva, Walworth County, Wisconsin  
 Bid Opening: May 30, 2019 10:00 AM

<b>2019 Street Improvement Program - BASE BID:</b>				<b>Bidder #1 - Wolf Paving Corp.</b>		<b>Bidder #2 - Asphalt Contractors</b>		<b>Bidder #3 - Payne &amp; Dolan</b>		<b>Bidder #4 - Stark Pavement Corp.</b>	
Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$	Bid Unit \$	Bid Total \$	Bid Unit \$	Bid Total \$	Bid Unit \$	Bid Total \$
204.0100	Removing Pavement (Concrete Driveway)	SY	5	\$ 8.50	\$ 42.50	\$ 40.00	\$ 200.00	\$ 40.00	\$ 200.00	\$ 105.00	\$ 525.00
204.0120	Removing Asphaltic Surface Milling (Partial Depth 2")	SY	42355	\$ 1.88	\$ 79,627.40	\$ 2.41	\$ 102,075.55	\$ 2.36	\$ 99,957.80	\$ 1.55	\$ 65,650.25
204.0120	Removing Asphaltic Surface Milling (Partial Depth 3")	SY	2414	\$ 1.95	\$ 4,707.30	\$ 2.49	\$ 6,010.86	\$ 3.41	\$ 8,231.74	\$ 1.75	\$ 4,224.50
204.0150	Removing Curb & Gutter (ADA Ramps)	LF	1002	\$ 9.75	\$ 9,769.50	\$ 11.00	\$ 11,022.00	\$ 13.61	\$ 13,637.22	\$ 10.00	\$ 10,020.00
204.0150	Removing Curb & Gutter (Exhibit "A" Streets)	LF	1630	\$ 9.75	\$ 15,892.50	\$ 19.00	\$ 30,970.00	\$ 9.00	\$ 14,670.00	\$ 9.50	\$ 15,485.00
205.0100	Excavation Common	CY	100	\$ 9.00	\$ 900.00	\$ 31.90	\$ 3,190.00	\$ 31.90	\$ 3,190.00	\$ 35.00	\$ 3,500.00
205.0155	Removing Concrete Sidewalk	SY	676	\$ 9.00	\$ 6,084.00	\$ 17.20	\$ 11,627.20	\$ 17.20	\$ 11,627.20	\$ 28.50	\$ 19,266.00
305.0120	Base Aggregate Dense 1 1/4-Inch	Ton	317	\$ 24.75	\$ 7,845.75	\$ 23.50	\$ 7,449.50	\$ 23.50	\$ 7,449.50	\$ 25.25	\$ 8,004.25
416.0160	Concrete Driveway 6-inch	SY	5	\$ 63.00	\$ 315.00	\$ 93.00	\$ 465.00	\$ 93.00	\$ 465.00	\$ 66.00	\$ 330.00
460.5224	HMA Pavement Type 4 LT 58-28 S (460.5224). Item also includes asphaltic material PG 58-28 (455.0220) and asphaltic material for tack coat (455.0605). Includes shouldering and restoration.	Ton	5287	\$ 77.00	\$ 407,099.00	\$ 72.45	\$ 383,043.15	\$ 66.49	\$ 351,532.63	\$ 74.75	\$ 395,203.25
601.0110	Concrete Curb & Gutter 24-Inch Type D (ADA Ramps)	LF	86	\$ 48.00	\$ 4,128.00	\$ 37.00	\$ 3,182.00	\$ 37.00	\$ 3,182.00	\$ 44.00	\$ 3,784.00
601.0110	Concrete Curb & Gutter 24-Inch Type D (Exhibit "A" Streets)	LF	1120	\$ 36.00	\$ 40,320.00	\$ 37.00	\$ 41,440.00	\$ 37.00	\$ 41,440.00	\$ 44.00	\$ 49,280.00
601.0411	Concrete Curb & Gutter 30-Inch Type D (ADA Ramps)	LF	916	\$ 38.00	\$ 34,808.00	\$ 37.00	\$ 33,892.00	\$ 37.00	\$ 33,892.00	\$ 46.00	\$ 42,136.00
601.0411	Concrete Curb & Gutter 30-Inch Type D (Exhibit "A" Streets)	LF	630	\$ 38.00	\$ 23,940.00	\$ 37.00	\$ 23,310.00	\$ 37.00	\$ 23,310.00	\$ 46.00	\$ 28,980.00
602.0405	Concrete Sidewalk 4-Inch	LF	6022	\$ 7.45	\$ 44,863.90	\$ 6.95	\$ 41,852.90	\$ 6.95	\$ 41,852.90	\$ 7.75	\$ 46,670.50
602.0505	Curb Ramp Detectable Warning Field Yellow	SF	560	\$ 35.00	\$ 19,600.00	\$ 60.00	\$ 33,600.00	\$ 60.00	\$ 33,600.00	\$ 36.50	\$ 20,440.00
611.8110	Adjusting Manholes Covers (Undistributed)	EACH	54	\$ 386.00	\$ 20,844.00	\$ 700.00	\$ 37,800.00	\$ 131.18	\$ 7,083.72	\$ 350.00	\$ 18,900.00
611.8110	Adjusting Manholes Covers-Steel Rings (Undistributed)	EACH	20	\$ 250.00	\$ 5,000.00	\$ 200.00	\$ 4,000.00	\$ 207.70	\$ 4,154.00	\$ 250.00	\$ 5,000.00
611.8115	Adjusting Inlet Covers	EACH	4	\$ 375.00	\$ 1,500.00	\$ 500.00	\$ 2,000.00	\$ 900.00	\$ 3,600.00	\$ 350.00	\$ 1,400.00
628.7010	Inlet Protection Type B	EACH	5	\$ 45.00	\$ 225.00	\$ 80.00	\$ 400.00	\$ 45.00	\$ 225.00	\$ 75.00	\$ 375.00
628.7015	Inlet Protection Type C	EACH	62	\$ 50.00	\$ 3,100.00	\$ 100.00	\$ 6,200.00	\$ 55.00	\$ 3,410.00	\$ 75.00	\$ 4,650.00
646.6120	Marking Stop Line Epoxy 18-inch	LF	270	\$ 16.00	\$ 4,320.00	\$ 16.00	\$ 4,320.00	\$ 16.00	\$ 4,320.00	\$ -	\$ -
646.7420	Marking Crosswalk Epoxy 6-inch	LF	1290	\$ 13.00	\$ 16,770.00	\$ 13.00	\$ 16,770.00	\$ 13.00	\$ 16,770.00	\$ -	\$ -
SPV.0060.01	Adjusting Valve Boxes (Undistributed)	EACH	30	\$ 250.00	\$ 7,500.00	\$ 100.00	\$ 3,000.00	\$ 32.80	\$ 984.00	\$ 155.00	\$ 4,650.00
SPV.0105.01	Traffic Control	LS	1	\$ 13,700.00	\$ 13,700.00	\$ 20,000.00	\$ 20,000.00	\$ 41,950.37	\$ 41,950.37	\$ 40,645.00	\$ 40,645.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	200.0	\$ 22.00	\$ 4,400.00	\$ 45.00	\$ 9,000.00	\$ 30.45	\$ 6,090.00	\$ 25.00	\$ 5,000.00
<b>SUBTOTAL BASE BID</b>				<b>\$ 777,301.85</b>		<b>\$ 836,820.16</b>		<b>\$ 776,825.08</b>		<b>\$ 794,118.75</b>	
<b>Park N Ride - MANDATORY ADDITIONAL BID 1:</b>											
Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$	Bid Unit \$	Bid Total \$	Bid Unit \$	Bid Total \$	Bid Unit \$	Bid Total \$
204.0150	Removing Curb & Gutter	LF	75	\$ 9.75	\$ 731.25	\$ 9.00	\$ 675.00	\$ 9.00	\$ 675.00	\$ 12.00	\$ 900.00
205.0100	Excavation Common	CY	25	\$ 9.00	\$ 225.00	\$ 31.90	\$ 797.50	\$ 31.90	\$ 797.50	\$ 35.00	\$ 875.00
305.0120	Base Aggregate Dense 1 1/4-Inch	Ton	30	\$ 18.75	\$ 562.50	\$ 23.50	\$ 705.00	\$ 23.50	\$ 705.00	\$ 30.00	\$ 900.00
416.0160	Concrete Driveway 6-inch	SY	50	\$ 63.00	\$ 3,150.00	\$ 93.00	\$ 4,650.00	\$ 93.00	\$ 4,650.00	\$ 76.55	\$ 3,827.50
460.5224	HMA Pavement Type 4 LT 58-28 S (460.5224). Item also includes asphaltic material PG 58-28 (455.0220) and asphaltic material for tack coat (455.0605). Includes shouldering and restoration.	Ton	5	\$ 250.00	\$ 1,250.00	\$ 180.00	\$ 900.00	\$ 429.08	\$ 2,145.40	\$ 138.00	\$ 690.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	40	\$ 66.00	\$ 2,640.00	\$ 37.00	\$ 1,480.00	\$ 37.00	\$ 1,480.00	\$ 56.50	\$ 2,260.00
601.0411	Concrete Curb & Gutter 18-Inch Type D	LF	35	\$ 68.00	\$ 2,380.00	\$ 37.00	\$ 1,295.00	\$ 37.00	\$ 1,295.00	\$ 56.50	\$ 1,977.50
601.0600	Concrete Curb Pedestrian	LF	164	\$ 45.00	\$ 7,380.00	\$ 37.00	\$ 6,068.00	\$ 37.00	\$ 6,068.00	\$ 56.50	\$ 9,266.00
SPV.0105.01	Traffic Control	LS	1	\$ 1,050.00	\$ 1,050.00	\$ 1,000.00	\$ 1,000.00	\$ 809.98	\$ 809.98	\$ 1,325.00	\$ 1,325.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	20	\$ 45.00	\$ 900.00	\$ 50.00	\$ 1,000.00	\$ 30.45	\$ 609.00	\$ 45.00	\$ 900.00
<b>SUBTOTAL - PARK N RIDE ADDITIONAL BID</b>				<b>\$ 20,268.75</b>		<b>\$ 18,570.50</b>		<b>\$ 19,234.88</b>		<b>\$ 22,921.00</b>	
<b>Clover-Maxwell Alley - MANDATORY ADDITIONAL BID 2:</b>											
Item No.	Item Description	Unit	Bid Qty.	Bid Unit \$	Bid Total \$	Bid Unit \$	Bid Total \$	Bid Unit \$	Bid Total \$	Bid Unit \$	Bid Total \$
204.0100	Removing Pavement (Concrete Driveway)	SY	25	\$ 8.25	\$ 206.25	\$ 40.00	\$ 1,000.00	\$ 40.00	\$ 1,000.00	\$ 55.00	\$ 1,375.00
204.0120	Removing Asphaltic Surface Milling (Partial Depth 3")	SY	720	\$ 1.95	\$ 1,404.00	\$ 2.75	\$ 1,980.00	\$ 4.79	\$ 3,448.80	\$ 5.25	\$ 3,780.00
204.0150	Removing Curb & Gutter	LF	27	\$ 9.75	\$ 263.25	\$ 9.00	\$ 243.00	\$ 9.00	\$ 243.00	\$ 18.50	\$ 499.50
205.0100	Excavation Common	CY	30	\$ 9.00	\$ 270.00	\$ 31.90	\$ 957.00	\$ 31.90	\$ 957.00	\$ 50.00	\$ 1,500.00
305.0120	Base Aggregate Dense 1 1/4-Inch	Ton	15	\$ 18.75	\$ 281.25	\$ 23.50	\$ 352.50	\$ 23.50	\$ 352.50	\$ 50.00	\$ 750.00
416.0160	Concrete Driveway 6-Inch	SY	20	\$ 72.00	\$ 1,440.00	\$ 93.00	\$ 1,860.00	\$ 93.00	\$ 1,860.00	\$ 84.50	\$ 1,690.00
460.5224	HMA Pavement Type 4 LT 58-28 S (460.5224). Item also includes asphaltic material PG 58-28 (455.0220) and asphaltic material for tack coat (455.0605). Includes shouldering and restoration.	Ton	126	\$ 85.00	\$ 10,710.00	\$ 95.00	\$ 11,970.00	\$ 70.49	\$ 8,881.74	\$ 118.00	\$ 14,868.00
601.0411	Concrete Curb & Gutter 30-inch Type D	LF	27	\$ 50.00	\$ 1,350.00	\$ 37.00	\$ 999.00	\$ 37.00	\$ 999.00	\$ 62.00	\$ 1,674.00
SPV.0105.01	Traffic Control	LS	1	\$ 800.00	\$ 800.00	\$ 4,000.00	\$ 4,000.00	\$ 555.12	\$ 555.12	\$ 850.00	\$ 850.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	20	\$ 45.00	\$ 900.00	\$ 45.00	\$ 900.00	\$ 30.45	\$ 609.00	\$ 40.00	\$ 800.00
<b>SUBTOTAL - CLOVER-MAXWELL ALLEY</b>				<b>\$ 17,624.75</b>		<b>\$ 24,261.50</b>		<b>\$ 18,906.16</b>		<b>\$ 27,786.50</b>	
<b>TOTAL</b>				<b>\$ 815,195.35</b>		<b>\$ 879,652.16</b>		<b>\$ 814,966.12</b>		<b>\$ 844,826.25</b>	

**ADDENDUM NO. 1**  
TO THE BIDDING DOCUMENTS FOR  
**"2019 STREET IMPROVEMENT PROGRAM"**  
CITY OF LAKE GENEVA, WISCONSIN

**ADDENDUM DATE:** May 19, 2019

**BIDS CLOSE:** Thursday, May 30, 2019, at 10:00 a.m., Local Time

**TO ALL BIDDERS BIDDING ON THE ABOVE PROJECT:**

*ALL BIDDERS SUBMITTING A BID ON THE ABOVE CONTRACT SHALL CAREFULLY READ THIS ADDENDUM AND GIVE IT CONSIDERATION IN THE PREPARATION OF THEIR BID.*

*NOTE: THE BASE BID AND ADDITIONAL WORK ARE EXPECTED TO BE FULLY AWARDED AS PART OF THIS CONTRACT. THE COMPLETE PROJECT PROGRAM IS BUDGETED FOR THIS YEAR AND ANTICIPATED TO BE COMPLETE PER THE CONTRACT DOCUMENTS.*

**I. The following revisions are to the Bid Form:**

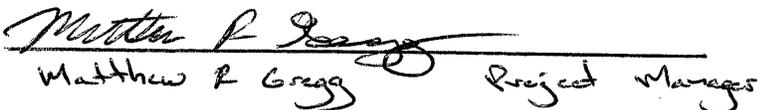
**A. NEW BID FORM INCLUDED:** Delete "BID FORM" in its entirety and replace with the revised "BID FORM" sheets (11 pages, including pages i, ii, and 1-9) attached to this Addendum.

1. Base Bid- Add Item 601.0600 Concrete Curb Pedestrian- 164 LF
2. Base Bid- Added Item 611.8110 Adjusting Manholes Covers – Steel Rings
3. Modified various item descriptions for clarification.

**II. The following revisions/clarifications are to the Project:**

**A. In General:**

1. Item 204.0150 Removing Concrete Curb & Gutter, 1002 LF includes all base bid curb and gutter as part of the accessible Ramp replacements and construction. This item includes all saw cutting and removals including 1'-foot minimum asphalt for patching.
2. Item 204.0150 Removing Concrete Curb & Gutter, 1630 LF includes all base bid curb and gutter as part of the Street Maintenance Listing located in appendix "A".

  
Matthew R. Gregg Project Manager

3. Item 205.0100 Excavation Common, includes all excavations as part of the curb ramp and sidewalk removals to achieve proposed grade.
4. Item 305.0120 Base aggregate Dense 1 1/4-Inch, 317 Tons includes all aggregate under the base bid. This includes additional base for curb and gutter, curb ramps and sidewalk.
5. Item SPV.0180.01 Restored Disturbed Areas, 200 SY is for all areas of restoration under the base bid. This includes all ramp and sidewalk replacements as well as restoration of curb and gutter repair areas.
6. Williams Avenue will not require gravel shouldering as part of this work. Restoration of roadway edge will be required and be paid for under SPV.0180.01.
7. Item 611.8110, Adjusting Manhole Covers – The adjusting manhole cover item will be paid as needed to address the all manhole covers within the pavement limits. The project consists of mill and overlay to consistent grade of existing conditions. The item has been separated into two undisturbed items. A line item for adjusting manholes by traditional methods (Item Number 611.8110 Adjusting Manhole Covers) and a line item for adjusting manholes by adding steel rings (611.8110 Adjusting Manholes Covers – Steel Rings) is provided in the bid form

**III. The following revisions are to the Special Provisions**

- A. New Special Provision Included Delete “Special Provisions” in its entirety and replace with the revised “Special Provisions” sheets (1-10 pages,) attached to this Addendum.

**Additional Questions Received:**

1. Is the 1,002 lineal feet of C&G removal and replacement outside of the streets scheduled for rehab (specifically, the work outlined on sheets 2.2 - 2.17)? This is for the curb ramp work and items on sheets 2.2-2.17
2. If the answer to one is yes. Traditionally, the City of LG has required us to patch 1' of HMA (parallel to the curb flange), this is considered incidental to the C&G LF price. For areas of curb and gutter replacement outside of the mill and overlay areas a 1' asphalt patch is required and shall be considered incidental to the Curb and Gutter Items.
3. Is the 1,630 lineal feet of C&G within the street schedule for rehab (2" or 3" mill & fill)? Yes, this is per the exhibit A maintenance listing
4. Regarding the 1,630 LF of C&G, do you have a maximum and/or minimum length (in LF)? This was the measured amount during the original marking for removal, We always walk with contractor before removal, may change slightly one way or the other but is generally close to bid quantity.

**IV. Any revisions to any of the Contract Documents made by this Addendum shall be considered as the same revision to any and all related areas of the Contract Documents not specifically called out in this Addendum.**

*KAPUR & ASSOCIATES, INC.  
BURLINGTON, WI*

**BID BOND**

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

**BIDDER (Name and Address):**

PAYNE & DOLAN, INC.  
N3 W23650 Badinger Road  
Waukesha, WI 53188

**SURETY (Name, and Address of Principal Place of Business):**

WESTERN SURETY COMPANY  
151 N. Franklin Street  
Chicago, IL 60606

**OWNER (Name and Address):**

CITY OF LAKE GENEVA  
626 Geneva Street  
Lake Geneva, WI 53147

**BID**

Bid Due Date: 5/30/2019

**Description (Project Name— Include Location):**

2019 Street Improvement Program, Lake Geneva, Wisconsin.

**BOND**

Bond Number: N/A

Date: 5/30/2019

Penal sum \_\_\_\_\_ Five percent of amount bid. \_\_\_\_\_ \$ 5% of Amount Bid  
(Words) (Figures)

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

**BIDDER**

**SURETY**

PAYNE & DOLAN, INC.

(Seal)

WESTERN SURETY COMPANY

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

**Steven Higgins**

Print Name

**Vice President**

Title

Attest:

Signature

Title

**Secretary**

By:

Signature (Attach Power of Attorney)

Kelly Godv

Print Name

Attorney In Fact

Title

Attest:

Signature

**Witness**

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kelly Cody, Roxanne Jensen, Christopher Hovden, Individually of Green Bay, Wisconsin  
Trudy A. Szalewski, Christopher H. Kondrick, Brian Krause, Individually of Milwaukee, Wisconsin**

Its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of February, 2019.



WESTERN SURETY COMPANY

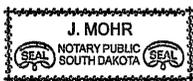
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 8th day of February, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30<sup>th</sup> day of May, 2019.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

## BID FORM

### PROJECT IDENTIFICATION: *2019 Street Improvement Program*

City of Lake Geneva  
Lake Geneva, WI 53147

The Base Bid work for the above contract includes a 3-inch mill and overlay of the asphalt surface from the alley from Clover Street to Maxwell Street, between Pleasant Street and Park Row. A 3-inch mill and overlay of the asphalt surface on Walker Street from Williams Street to Center Street. 2-inch mill and overlay of the asphalt surface for several streets are also included. In addition, installation of a new entrance to the Park N Ride on Sheridan Springs Road. Major work items and approximate quantities for which bids are requested include 44350 SY of Milling Pavement (Partial 2-inch), 3150 SY of Milling Pavement (Partial 3-inch), 5650 tons HMA pavement, 1750 LF of pavement marking, 1400 LF of 30-inch Type D curb and Gutter, 730 LF of 24-inch Type D curb and Gutter, 4480 SF of new sidewalk for new ADA ramps, Traffic Control and landscape restoration.

**BID OPENING:**      **Thursday, May 30<sup>th</sup>, 2019 at 10:00 AM (CDT)**

Bids shall be delivered (mailed or otherwise delivered) to:

**City of Lake Geneva  
Office of the Clerk  
626 Geneva Street  
Lake Geneva, WI 53147**

The sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "**BID ENCLOSED.**"

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**BID RECIPIENT**

This Bid is submitted to:

*City of Lake Geneva  
Office of the Clerk  
626 Geneva Street  
Lake Geneva, WI 53147  
(Herein called Owner)*

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**BIDDER’S ACKNOWLEDGEMENTS**

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

*Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds, evidence of insurance coverage, and other documents required by the Bidding Requirements within 10 days after the date of Owner’s Notice of Award.*

**BIDDER’S REPRESENTATIONS**

In submitting this Bid, Bidder represents that:

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
01	5/19/2019
_____	_____
_____	_____

Bidder has visited the Site 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.

Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

*Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.*

Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or

subsurface structures at the Site (except Underground Facilities) that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding 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 Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

Bidder 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 Bidding Documents.

Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

## **BIDDER'S CERTIFICATION**

Bidder certifies that:

This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

Bidder has not solicited or induced any individual or entity to refrain from bidding; and

Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

“corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

“fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

“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

“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.

**BASIS OF BID**

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

*In evaluating Bids for lowest Bid price, Owner will consider the sum of the Base Bid Price plus the price of any Additional selected by owner for inclusion in the Project.*

*If the Contract is to be awarded, it will be awarded to the responsive, responsible Bidder with the lowest bid price, which is the sum of the Base Bid Price incorporating the price of any Additional, if selected by Owner, for inclusion in the Project.*

<b>2019 Street Improvement Program - BASE BID:</b>					
<b>Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Bid Qty.</b>	<b>Bid Unit \$</b>	<b>Bid Total \$</b>
204.0100	Removing Pavement (Concrete Driveway)	SY	5	\$40.00	\$200.00
204.0120	Removing Asphaltic Surface Milling (Partial Depth 2")	SY	42355	\$ 2.36	\$99,957.80
204.0120	Removing Asphaltic Surface Milling (Full Depth 3")	SY	2414	\$ 3.41	\$8,231.74
204.0150	Removing Curb & Gutter (ADA Ramps)	LF	1002	\$13.61	\$13,637.22
204.0150	Removing Curb & Gutter (Exhibit "A" Streets)	LF	1630	\$ 9.00	\$14,670.00
205.0100	Excavation Common	CY	100	\$31.90	\$3,190.00
205.0155	Removing Concrete Sidewalk	SY	676	\$17.20	\$11,627.20
305.0120	Base Aggregate Dense 1 1/4-Inch	Ton	317	\$23.50	\$ 7,449.50
416.0160	Concrete Driveway 6-Inch	SY	5	\$93.00	\$ 465.00
460.5224	HMA Pavement Type 4 LT 58-28 S (460.5224), Item also includes asphaltic material PG 58-28 (455.0220) and asphaltic material for tack coat (455.0605). Includes shouldering, and restoration.	Ton	5287	\$66.49	\$351,532.63
601.0110	Concrete Curb & Gutter 24-Inch Type D (ADA Ramps)	LF	86	\$37.00	\$3,182.00

601.0110	Concrete Curb & Gutter 24-Inch Type D (Exhibit "A" Streets)	LF	1120	\$37.00	\$41,440.00
601.0411	Concrete Curb & Gutter 30-Inch Type D (ADA Ramps)	LF	916	\$37.00	\$33,892.00
601.0411	Concrete Curb & Gutter 30-Inch Type D (Exhibit A Streets)	LF	630	\$37.00	\$23,310.00
602.0405	Concrete Sidewalk 4-Inch	SF	6022	\$ 6.95	\$41,852.90
602.0505	Curb Ramp Detectable Warning Field Yellow	SF	560	\$60.00	\$33,600.00
611.8110	Adjusting Manholes Covers (Undistributed)	EACH	54	\$131.18	\$ 7,083.72
611.8110	Adjusting Manholes Covers - Steel Rings (Undistributed)	EACH	20	\$207.70	\$ 4,154.00
611.8115	Adjusting Inlet Covers	EACH	4	\$900.00	\$ 3,600.00
628.7010	Inlet Protection Type B	EACH	5	\$45.00	\$ 225.00
628.7015	Inlet Protection Type C	EACH	62	\$55.00	\$ 3,410.00
646.6120	Marking Stop Line Epoxy 18-inch	LF	270	\$16.00	\$ 4,320.00
646.7420	Marking Crosswalk Epoxy 6-inch	LF	1290	\$13.00	\$ 16,770.00
SPV.0060.01	Adjusting Valve Boxes	EACH	30	\$32.80	\$ 984.00
SPV.0105.01	Traffic Control	LS	1	\$41,950.37	\$ 41,950.37
SPV.0180.01	Restore Disturbed Areas – Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140)	SY	200	\$30.45	\$ 6,090.00
<b>SUBTOTAL BASE BID</b>				<b>\$776,825.08</b>	

Total Base Bid Price for the Base Bid Project:

Seven hundred seventy-six thousand, eight hundred twenty-five dollars and  
(Words)

eight cents  
(Words)

(\$ 776,825.08 )  
(Figures)

<b>Park N Ride - MANDATORY ADDITIONAL BID 1:</b>					
<b>Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Bid Qty.</b>	<b>Bid Unit \$</b>	<b>Bid Total \$</b>
204.0150	Removing Curb & Gutter	LF	75	\$9.00	\$675.00
205.0100	Excavation Common	CY	25	\$31.90	\$797.50
305.0120	Base Aggregate Dense 1 1/4-Inch	Ton	30	\$23.50	\$705.00
416.0160	Concrete Driveway 6-Inch	SY	50	\$93.00	\$4,650.00
460.5224	HMA Pavement Type 4 LT 58-28 S (460.5224), Item also includes asphaltic material PG 58-28 (455.0220) and asphaltic material for tack coat (455.0605). Includes shouldering, and restoration	Ton	5	\$429.08	\$2,145.40
601.0411	Concrete Curb & Gutter 30-inch Type D	LF	40	\$37.00	\$1,480.00
601.0411	Concrete Curb & Gutter 18-Inch Type D	LF	35	\$37.00	\$1,295.00
601.0600	Concrete Curb Pedestrian	LF	164	\$37.00	\$6,068.00
SPV.0105.01	Traffic Control	LS	1	\$809.98	\$ 809.98
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	20	\$30.45	\$609.00
<b>SUBTOTAL - PARK N RIDE ADDITIONAL BID #1</b>				<b>\$19,234.88</b>	

Total Additional Bid Park N Ride:

**Nineteen thousand, two hundred thirty -four dollars and eighty-eight cents**

(Words)

**( \$ 19,234.88 )**

(Words)

(Figures)

<b>Clover-Maxwell Alley - MANDATORY ADDITIONAL BID 2:</b>					
<b>Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Bid Qty.</b>	<b>Bid Unit \$</b>	<b>Bid Total \$</b>
204.0100	Removing Pavement (Concrete Driveway)	SY	25	\$40.00	\$1,000.00
204.0120	Removing Asphaltic Surface Milling (Full Depth 3")	SY	720	\$ 4.79	\$3,448.80
204.0150	Removing Curb & Gutter	LF	27	\$ 9.00	\$ 243.00
205.0100	Excavation Common	CY	30	\$31.90	\$ 957.00
305.0120	Base Aggregate Dense 1 1/4-Inch	Ton	15	\$23.50	\$ 352.50
416.0160	Concrete Driveway 6-Inch	SY	20	\$93.00	\$1,860.00
460.5224	HMA Pavement Type 4 LT 58-28 S (460.5224), Item also includes asphaltic material PG 58-28 (455.0220) and asphaltic material for tack coat (455.0605).	Ton	126	\$70.49	\$8,881.74
601.0411	Concrete Curb & Gutter 30-inch Type D	LF	27	\$37.00	\$ 999.00
SPV.0105.01	Traffic Control	LS	1	\$555.12	\$ 555.12
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140).	SY	20	\$30.45	\$ 609.00
<b>SUBTOTAL - CLOVER-MAXWELL ALLEY ADDITIONAL BID #2</b>				<b>\$18,906.16</b>	

Total Additional Bid Clover-Maxwell Alley:

**Eighteen thousand, nine hundred six dollars and sixteen cents**

(Words)

**(\$ 18,906.16 )**

(Words)

(Figures)

Bids shall be delivered (mailed or otherwise delivered) to:

**City of Lake Geneva  
Office of the Clerk  
626 Geneva Street  
Lake Geneva, WI 531047**

The sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED."

Unit Prices have been computed in accordance with Paragraph 13.03 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

### **TIME OF COMPLETION**

Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

Bidder accepts the provisions of the Agreement as to liquidated damages.

### **ATTACHMENTS TO THIS BID**

The following documents are submitted with and made a condition of this Bid:

Required Bid security in the form of Bid Bond, per Penal Sum Form;

List of Proposed Subcontractors; and

Required Bidder Qualification Statement with Supporting Data.

### **DEFINED TERMS**

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

### **BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_

(Individual's signature)

**DEFINED TERMS**

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: Payne & Dolan Inc (SEAL)

State of Incorporation: Wisconsin

Type (General Business, Professional, Service, Limited Liability): General Business

By: [Signature]  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): **Steven Higgins**

**Vice President**

Title: \_\_\_\_\_  
(CORPORATE SEAL)

Attest [Signature]

Date of Qualification to do business in WISCONSIN  
[State where Project is located] is  
12 / 31 / 1930

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 1700 120th AVENUE

KENOSHA, WI 53144

Phone No. (262)859-3081 Fax No. (262)859-3031

E-mail MGregg@payneanddolan.com

SUBMITTED on May 30, 2019.

State Contractor License No. N/A [If applicable]

**CERTIFICATE OF CORPORATE RESOLUTION  
PART OF THE MINUTES OF MEETING OF DIRECTORS**

**RESOLVED**, that Kurt Bechthold, Mark E. Filmanowicz , Edward A. Reesman, Steven D. Higgins, Charles E. Bechthold, Brian Endres, John C. Bartoszek, Diane Gadzalinski, Kelly Hetherington, Michael Wickler, David L. Bechthold, Raymond A. Postotnik, Doug W. Buth, Todd B. Hughes, Tyler Winter, Christopher J. Winiecki, Carrie Van Vonderen and Brian Wallace shall have the authority to sign all contracts for and within the State of Wisconsin and on behalf of Payne and Dolan, Inc.

I, Mark E. Filmanowicz, do hereby certify that I am the duly elected and qualified Secretary and the custodian of the records of Payne and Dolan, Inc., a corporation organized and existing under and by virtue of the laws of the State of Wisconsin; that the foregoing is a true and correct copy of a certain resolution duly adopted at a meeting of the Board of Directors of said corporation convened and held in accordance with the law and the bylaws of said corporation on the 5<sup>th</sup> day of March 2019, and that such resolution is now in full force and effect.

**IN WITNESS WHEREOF**, I have signed my name this 30 day of May, 2019.

  
Mark E. Filmanowicz, Secretary





SINCE 1917 THE MARK OF PERMANENCE  
P.O. Box 727, Pewaukee, WI 53072-0727

Office 262-547-3331  
Toll Free 800-558-0507  
Fax 262-691-3463  
Cellular 262-993-5516  
tfoerster@centuryfence.com  
5/3/2019

Phone: 262-248-6644 Fax: 262-248-4913

**Proposal To:**

Lake Geneva, City of  
Tom Earle  
1065 Carey Street  
Lake Geneva, WI 53147

**Ship To:**

1065 Carey Street  
Lake Geneva, WI 53147

Installed  Material Only  Prepaid Freight  Freight Collect **F.O.B. Job Site** **Delivery Schedule:**

**Description**

-----EAST FENCE-----

172' Chain link fence with barbed wire, 7' high overall. Fabric shall be 2" mesh 9 gauge galvanized wire. Line posts shall be 2 1/2" O.D. SS40 and spaced a maximum of 10' on centers. The top 1' of fence shall consist of three strands of barbed wire attached to 45 degree arms. Each strand to consist of two 12-1/2 gauge twisted wires with four point 14 gauge barbs on 5" centers. The top rail shall be galvanized 1 5/8" OD.

- 1 - Single slide gate 24' wide by 7' high. Frame shall be constructed of 2-1/2" steel pipe welded at all corners to form a rigid panel.
    - 3" square, top and bottom, gate stiffeners
    - Nylon rollers, complete with covers and sealed bearings
  - 2 - 3" SS40 steel pipe End posts, 7' high.
  - 1 - 3" SS40 steel pipe Corner posts, 7' high.
  - 3 - 4" SS40 steel pipe Gate posts, 7' high.
- All line posts driven 4'. All corner, gate and end posts set in concrete foundations.  
 1 - Linear, HSLG, 1hp, slide gate operator  
 1 - Radio Receiver

Material and Labor: \$12,975.00

-----WEST FENCE-----

228' Chain link fence with barbed wire, 7' high overall. Fabric shall be 2" mesh 9 gauge galvanized wire. Line posts shall be 2 1/2" O.D. SS40 and spaced a maximum of 10' on centers. The top 1' of fence shall consist of three strands of barbed wire attached to 45 degree arms. Each strand to consist of two 12-1/2 gauge twisted wires with four point 14 gauge barbs on 5" centers. The top rail shall be galvanized 1 5/8" OD.

- 1 - Single slide gate 24' wide by 7' high. Frame shall be constructed of 2-1/2" steel pipe welded at all corners to form a rigid panel.
    - 3" square, top and bottom, gate stiffeners
    - Nylon rollers, complete with covers and sealed bearings
  - 2 - 3" SS40 steel pipe End posts, 7' high.
  - 1 - 3" SS40 steel pipe Corner posts, 7' high.
  - 3 - 4" SS40 steel pipe Gate posts, 7' high.
- All line posts driven 4'. All corner, gate and end posts set in concrete foundations.  
 1 - Linear, HSLG, 1hp, slide gate operator  
 1 - Radio Receiver

Material and Labor: \$13,980.00

excludes: private underground utility locate, rock excavation, permit, power to the operator

**Acceptance:** This proposal when accepted in writing by purchaser and by Century Fence Company's Main Office becomes a contract between two parties. The conditions on the attached "Terms and Conditions" sheet are made a part of this contract.

**Terms of Payment: Net Cash upon receipt of invoice.**

Buyer's signature \_\_\_\_\_ Date \_\_\_\_\_

Submitted by   
Tom Foerster



# Aluminum Fence Corporation

**NOW A DIVISION OF  
STATEWIDE FENCING, INC.**  
8310 INDUSTRIAL DR., FRANKSVILLE WI 53126  
PHONE: 262-553-9277 FAX: 262-833-0203  
[www.statewidefencing.com](http://www.statewidefencing.com) / [www.afckenosha.com](http://www.afckenosha.com)

- Licensed
- Bonded
- Insured
- Free Estimates

*"For All Your Quality Fence & Railing Needs"*

SERVING SOUTHEASTERN WISCONSIN FOR 50 YEARS

Proposal to City of Lake Geneva Dept. Public Works  
Address 1065 Carey Street  
Lake Geneva, WI 53147

Date 5-14-2019  
Phone \_\_\_\_\_  
Work / Cell 262-248-6644  
Fax / Email tearle@cityoflakegeneva.com  
Attn. Tom Earle

Job location \_\_\_\_\_  
Total Height 7' Top Rail 1 5/8"SS40  
Post Spaced 10' or less Line Post 2 1/2"SS40 (Driven)  
Style Fence Galv CL End Post 3"SS40(Driven)  
Style Railing — Corner Post 3"SS40 (Driven)  
Gauge-Mesh 9-2 Walk Gate Post 3"SS40  
Top Selvage Barbed Drive Gate Post 3" & 4"SS40  
Bot. Selvage knuckled Gate Frame 1 5/8" or Cantilever  
Barbed Wire —  
Total Footage Including Gates 400'

RESIDENTIAL • INDUSTRIAL • COMMERCIAL

Face: Inside  Outside   
Price 36,005.00  
Permit Fee By Owner  
Total 36,005.00

\* Additional cost may occur due to unforeseen circumstances

Down Payment PO/ 20,000.00 **Payable to Statewide Fencing, Inc.**  
Balance on Completion \_\_\_\_\_

Municipality City of Lake Geneva

Purchaser is responsible for location & establishment of property line. Payment due upon completion as per terms specified above.

Additional Terms on Reverse

All work will be performed in a workmanlike manner and in accordance with standard practice. Posts that are driven will be 48" deep. All posts to be set in cement min. 42" deep. (Unless otherwise noted.)

Concrete at base of posts to be smooth capped and pitched for drainage/maintenance on wood posts only. Quotes good for 15 days.

**SPECIAL NOTES:** Includes pipe and truss bracing, (2) Linear 1HP slide gate operators, (2)electric photo eyes, (4) Electronic safety edge systems (front & rear of gates), (2) Radio receivers, (4) Digital key pads, (4) Gooseneck stands, (4)posts for mounting operators & concrete pads or Gooseneck stands.

Salesperson Rita L Soens Accepted by  Date

Invoices due when rendered. Invoices not paid within one month are subject to a 1-1/2% per month Finance Charge computed on adjusted or ending balance. This is an annual percentage rate of 18%

Member of...



WHITE - OFFICE

YELLOW - CUSTOMER

See Attached Site plan

Option 2)

Add \$2,880.00 for (8) bollards (2) each side of the Gooseneck stands

Power to operators by others

*AFC to call diggers hotline. Any other underground private utility such as sprinkler systems, drain tiles, lighting, gas (grills), pool lines, etc. is owner's responsibility to mark and repair if necessary.*

City of Lake Geneva  
2017-2019 Capital Projects

4/21/2017

<u>Dept./Projects</u>	<u>Year</u>	<u>Amount</u>	<u>Notes</u>	<u>Council Approved</u>
<b>City Hall</b>				
<i>Parking lot landscaping</i>	2017	5,000	6	5,000
City Hall Office Changes	2017	15,000		
<b>Fire Department</b>				
<i>Wall Hydrant Repair</i>	2017	7,000	4,6	7,000
<i>Bay light switches</i>	2017	4,165	4,6	4,165
<b>Parks</b>				
2017 Bicycle & Pedestrian Plan	2017	25,000	3	
White River Bridges	2017	55,000	1	
<i>Manning Way Playground</i>	2017	40,000	2,3,5,6	40,000
White River Crossing	2017	300,000		
<i>Visitor Center Restrooms</i>	2017	110,000	3,5,6	110,000
Center Street Park	2017	20,000		
<b>Police Department</b>				
<i>Second ALPR</i>	2017	21,500	4,6	21,500
Carpet Replacement	2018	2,000		
Garage Floor Seal	2018	6,000		
<b>Streets</b>				
<i>Shop Generator</i>	2017	10,000	5,6	10,000
<i>Capital Road Projects</i>	2017	750,000	5,6	750,000
<i>Street Crack-filling</i>	2017	30,000	5,6	30,000
<i>Storm Sewer Line Repairs</i>	2017	25,000	5,6	25,000
Capital Road Projects	2018	750,000		
Street Crack-filling	2018	30,000		
Storm Sewer Line Repairs	2018	25,000		
Exhaust system/lighting 1055 Carey St.	2018	20,000		
Capital Road Projects	2019	750,000		
Street Crack-filling	2019	30,000		
Storm Sewer Line Repairs	2019	25,000		
Fencing, brush drop off and lock up are:	2019	30,000		
<b>Total</b>		<b>3,085,665</b>		<b>1,002,665</b>

Notes:

- 1 - Bridge could be charged to Equipment Replacement Fund
- 2 - Additional \$20,000 from Park Impact Fees
- 3 - Recommended by Park Board
- 4 - Recommended by Police & Fire Commission
- 5 - Recommended by Public Works Committee

*6 - Recommended by Finance, License, & Regulation Committee*

**Additional Items from Lakefront Fund**

Beach Wall	?
Riviera Renovation	?

Sec 66-233 Removal: sidewalks to be kept clear

[Code 1992, § 8.05(1); Ord. No. 99-13, § I, 8-9-1999]

**(a)**

The owner or occupant of ~~each any parcel or lot or part of lot~~ shall remove all snow and ice which may have fallen or accumulated upon the entire width of the sidewalk in front of or abutting to the premises which he owns or occupies not later than 24 hours, and no later than 12 hours in the Central Business district, after the snow and ice has ceased to fall or accumulate. The owner or occupant of property abutting sidewalks on 2 intersecting streets shall remove all snow and ice from the sidewalks of both streets, including the portion of the sidewalks bordering the crosswalk, including the entire width of the curb ramp to the gutter line, at all times providing a clear path of travel from the curb ramp to the street crosswalk. ~~Provided that when~~ In the event snow and ice has so formed upon any sidewalk that it cannot be removed, the owner or occupant shall keep the snow and ice effectively treated with sand, salt or other suitable substance in such manner as to prevent the ice from being dangerous, until such time as it can be removed, and then it shall be promptly removed. Any person violating any of the provisions of this section shall be subject to a forfeiture of not less than \$20 nor more than \$30 for a first offense and not less than \$30 nor more than \$50 for any subsequent offense. Each twenty-four-hour period any violation of this section continues shall cause a separate offense.

**(b)**

The Department of Public Works or Code Enforcement office may cause sidewalks which have not been cleared of snow and ice to be cleared upon default of the person whose duty it shall be to clear the sidewalks. Such removal may be by City employees or independent contractors, or both. The City shall keep an accurate account of the expenses and report the expenses to the Finance Director/Treasurer, who shall ~~bill the property owner for snow removal services plus a 20% administrative fee. The treasurer will~~ annually prepare a statement of the unpaid expense so incurred in front of each lot or parcel of land and report the unpaid expense to the City Clerk. The amount therein charged to each lot or parcel of land shall be, by such Clerk, entered in the tax roll as a special tax charge against such lot or parcel of land, and such special tax charge shall be collected in all respects like other taxes upon real estate. Prosecution under Subsection **(a)** of this section shall not bar the City from proceeding under

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this subsection, nor shall proceeding under this subsection bar prosecution under Subsection **(a)** of this section.

[Amended 5-29-2012 by Ord. No. 12-08; 11-10-2014 by Ord. No. 14-08]

**(c)**

Actions for violations of Subsection **(a)** of this section shall be commenced by citation as provided by W.S.A., § 66.119, or summons and complaint or warrant as provided by W.S.A., § 66.12(1)(a).

Nord will check on yellow highlighted portion with Attorney to make sure it's legal

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City of Lake Geneva

82-1 Control of weeds and grasses

[Code 1992, § 15.10]

(a)

Mowing required. No person owning, leasing or otherwise controlling property within the city shall permit to grow noxious weeds and grasses. ~~as defined in W.S.A., § 66.96.~~ To prevent such growth and pollination, every property owner, lessee or person in control of property shall mow or cause to be mowed upon such premises all grasses or weeds exceeding one foot in height, regardless of such weeds' nature or effect on the environment.

(b)

Mowing by city; costs; collection. The weed commissioner shall enforce this section, and if any person fails to comply, ~~the commissioner shall after five days' written notice to the owner, lessee or person in control of such property the weed commissioner shall~~ cause the premises to be mowed and report the cost in writing to the city clerk. ~~in the manner provided in W.S.A., § 66.98.~~ Such charge shall be spread on the tax roll as a special tax to be collected in the same manner as other taxes, as allowed under W.S.A., § 66.0627 unless such lands are exempt from taxation.