

**AGENDA
PUBLIC WORKS
COMMITTEE**

*****PLEASE NOTE CHANGE IN TIME OF MEETING***
MONDAY, OCTOBER 5, 2015
ROOM 202
6:00 P.M.**

***Eric Haugaard, Chairman
Jan Michalski, Vice Chairman
Steve Bostrom***

***Scott N. Gordon
Rhonda Jenkins
Patrick Juliana***

Approval of minutes of regular meeting held on September 21, 2015.

1. Request from Mariah's of Kenosha County Inc. d/b/a Mariah's Neighborhood Bar (2718 Roosevelt Road) to repave lawn park area along 28th Avenue. **(District 8)**
2. Award of Professional Service Contract for Project 15-1417 Parkway Tree Removal Phase II to Asplundh Expert Tree Co. (Schofield, Wisconsin) in the amount of \$75,000. **(All Districts)** *(Park Commission approved 4-0)*
3. Resolution by Alderperson Jan Michalski, Co-Sponsor Alderperson Patrick Juliana – To Retain the Services of a Qualified Architectural Firm to Provide the City of Kenosha a Comprehensive Plan for Historic Preservation and Rehabilitation of the Southport Beach House. *(Historic Preservation Commission approved 6-0)*

INFORMATIONAL: Project Status Report

CITIZENS COMMENTS/ALDERMAN COMMENTS RELATED ONLY TO JURISDICTION OF PUBLIC
WORKS COMMITTEE

IF YOU ARE DISABLED AND IN NEED OF ASSISTANCE CALL 653-4050 BEFORE NOON ON THE DATE INDICATED FOR
THIS MEETING.

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE MEMBERS OF THE COMMON COUNCIL MAY BE PRESENT AT THE
MEETING, AND ALTHOUGH THIS MAY CONSTITUTE A QUORUM OF THE COMMON COUNCIL, THE COUNCIL WILL NOT
TAKE ANY ACTION AT THIS MEETING.

PUBLIC WORKS COMMITTEE
- MINUTES -

MONDAY, SEPTEMBER 21, 2015
5:30 P.M.

Eric Haugaard, Chairman
Jan Michalski, Vice Chairman
Steve Bostrom

Scott N. Gordon
Rhonda Jenkins
Patrick Juliana

The regular meeting of the Public Works Committee was held on Monday, September 21, 2015 in Room 202 of the Municipal Building. The following members were present: Chairman Eric Haugaard, Vice Chairman Jan Michalski, Aldermen Steve Bostrom, Scott N. Gordon, and Rhonda Jenkins. Alderman Patrick Juliana was absent. The meeting was called to order at 5:47PM. Staff members in attendance were Shelly Billingsley, Acting Director of Public Works/City Engineer, Alderman Jack Rose and Alderman Kurt Wicklund.

Approval of minutes of regular meeting held on September 9, 2015.

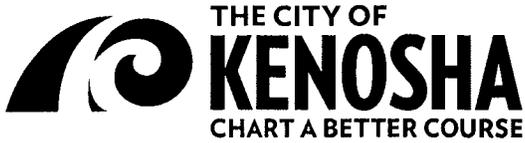
It was moved by Alderman Michalski, seconded by Alderman Gordon to approve. Motion passed 5-0.

1. Request for use of City-owned Vacant Lot (Harbor Park Parcel J) by Kenosha Common Markets, Inc. on Saturday, September 26, 2015. **(District 2)**
*A public hearing was held. Melanie Hovey, 3719 14th Avenue explained the request was available to answer questions.
It was moved by Alderman Jenkins, seconded by Alderman Michalski to approve. Motion passed 5-0.*
2. Change Order for Project 15-1013 26th Avenue Resurfacing (26th Avenue – 75th Street to 69th Street). **(District 8)** *(Also referred to Finance Committee)*
*A public hearing was held. Cliff Johnson, 7201 27th Avenue, asked what the change order was for. Alderman Wicklund spoke in support of the change order.
It was moved by Alderman Bostrom, seconded by Alderman Jenkins to approve. Motion passed 5-0.*
3. Change Order for Project 14-1417 Parkway Tree Removal Phase II (Contract Deadline Only). **(All Districts)** *(Park Commission approved 4-0)*
It was moved by Alderman Gordon, seconded by Alderman Jenkins to approve. Motion passed 5-0.
4. Change Order for Project 15-1417 Parkway Tree Removal (Contract Changes Only). **(All Districts)** *(Park Commission approved 4-0)*
It was moved by Alderman Michalski, seconded by Alderman Jenkins to approve. Motion passed 5-0.
5. Project 13-1751 Downtown Wayfinding Signs (Various Locations) recommendation to reject bids. **(Districts 1, 2, 3)**
It was moved by Alderman Michalski, seconded by Alderman Jenkins to concur with recommendation. Motion passed 5-0.

INFORMATIONAL: Project Status Report – Shelly gave an update on projects. Alderman Michalski asked for the status on the Washington Velodrome Resurfacing project.

CITIZEN COMMENTS: Cliff Johnson, 7201 27th Avenue, spoke about the improvements being made to the Velodrome as it relates to injuries and safety.

ADJOURNMENT - *There being no further business to come before the Public Works Committee, it was moved, seconded and unanimously approved to adjourn the meeting at 6:17PM.*



1
SHELLY BILLINGSLEY, MBA, PE
Acting Director of Public Works
City Engineer

October 2, 2015

To: Eric Haugaard, Chairman,
Public Works Committee

From: Shelly Billingsley, MBA, PE 
Acting Director of Public Works/City Engineer

Subject: ***Request from Mariah's of Kenosha County d/b/a Mariah's Neighborhood Bar to repave lawn park area***

BACKGROUND INFORMATION

Mariah's of Kenosha County d/b/a Mariah's Neighborhood Bar is requesting to repave the lawn park area due unsafe and potential trip hazards. While in the process of replacing sidewalk some of the lawn park area was removed but work was stopped due to the need for Public Works Committee approval.

The lawn park area on 28th Avenue is paved as per map attached.

RECOMMENDATION

Based on past practice staff would recommend stamped and colored concrete however if Committee agrees concrete would also be sufficient. All work is at property owners expense.

SAB/kjb

MARIAH'S OF KENOSHA COUNTY INC.

DBA: MARIAH'S NEIGHBORHOOD BAR
2718 ROOSEVELT ROAD KENOSHA, WI 53143-4638
PH: 262-652-4153

September 23, 2015

To: Department of Public Works

We would like to replace the crumbling asphalt on the west side parkway of our building at 2718 Roosevelt road. The area being replaced is 93'x10'.

Permit # 171213

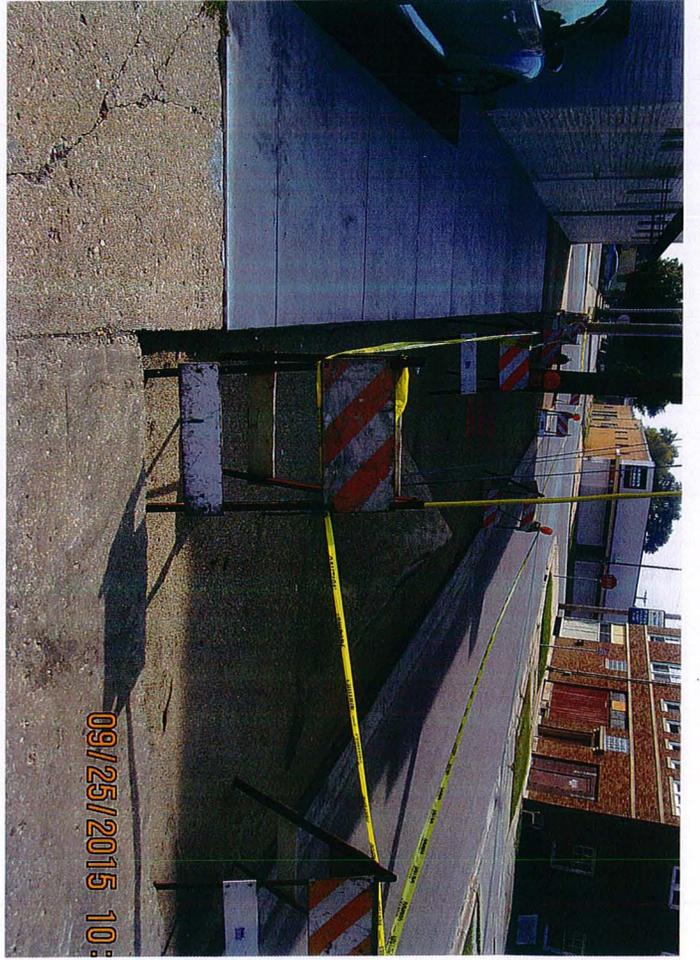
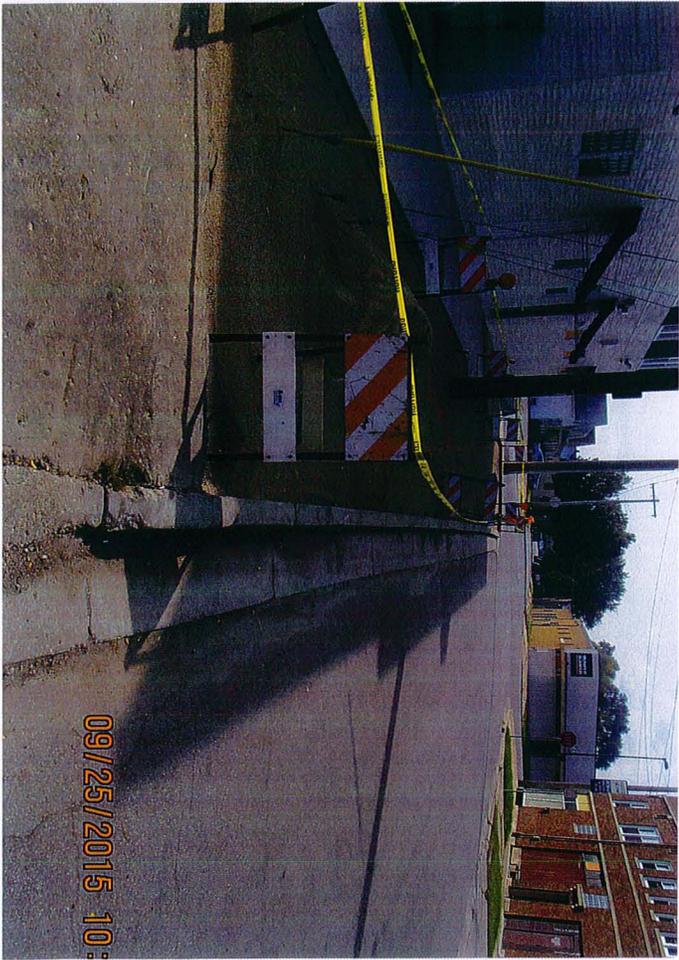
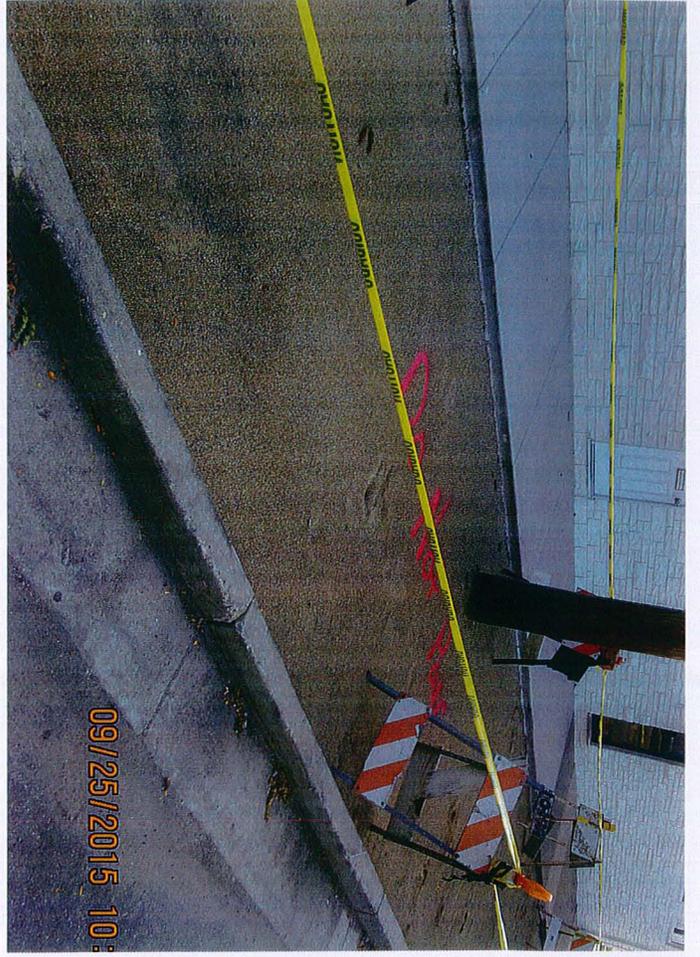
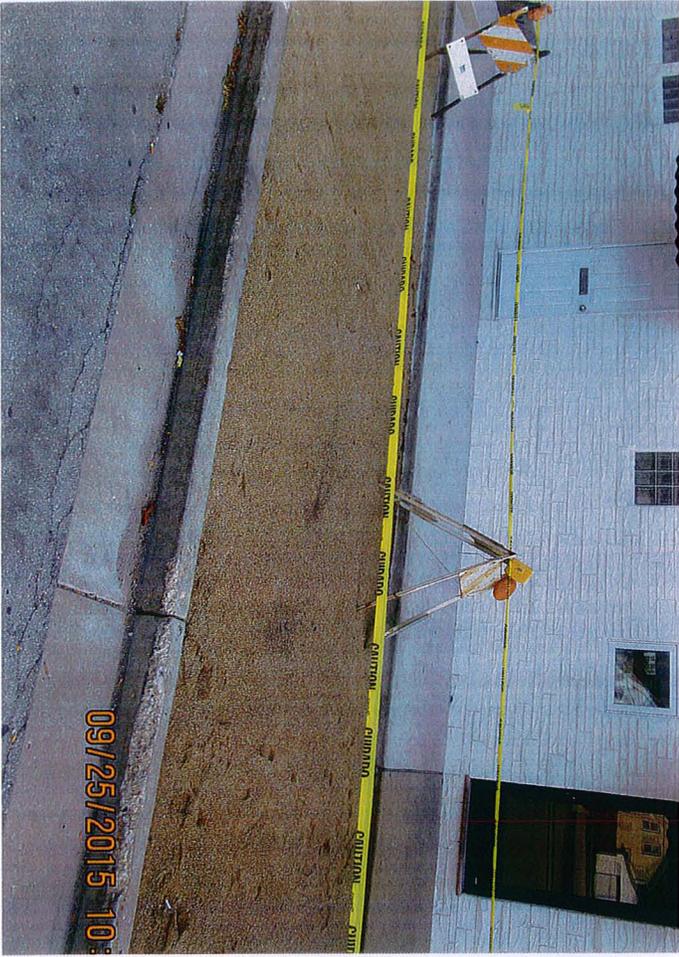
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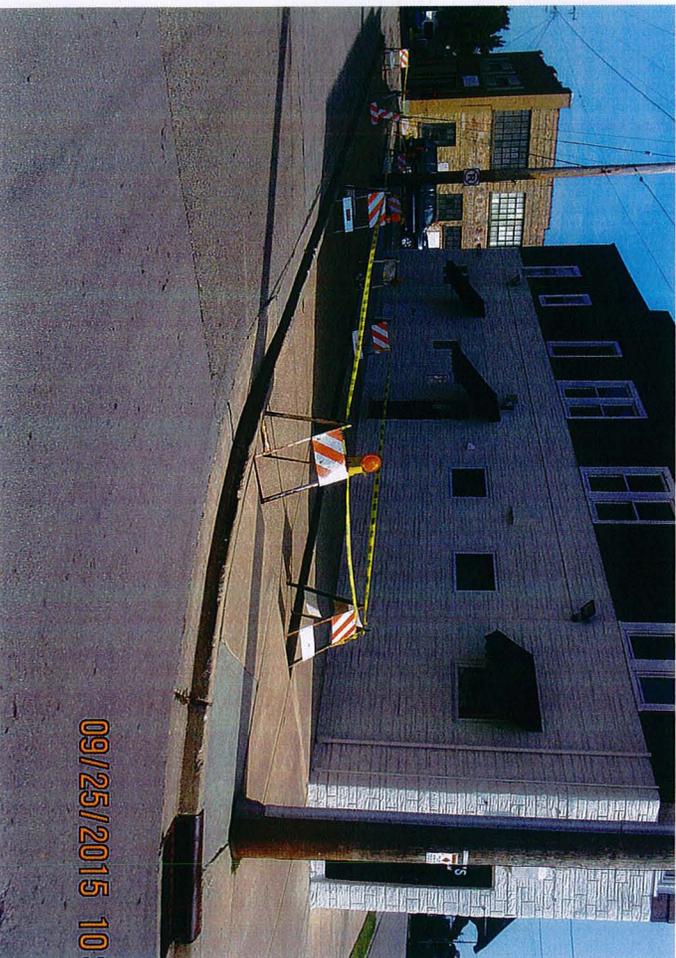
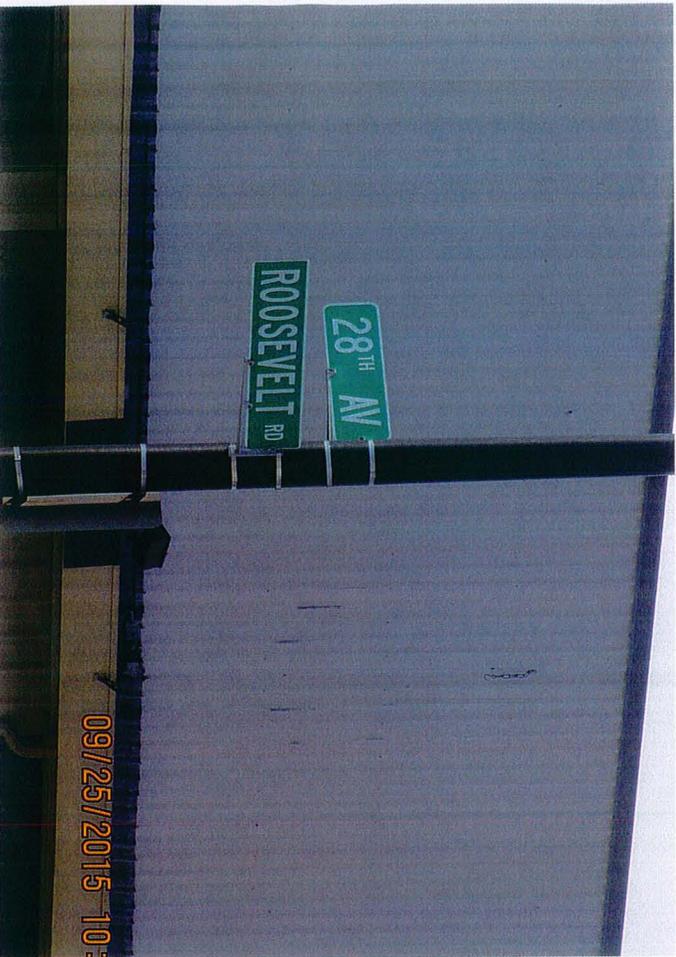
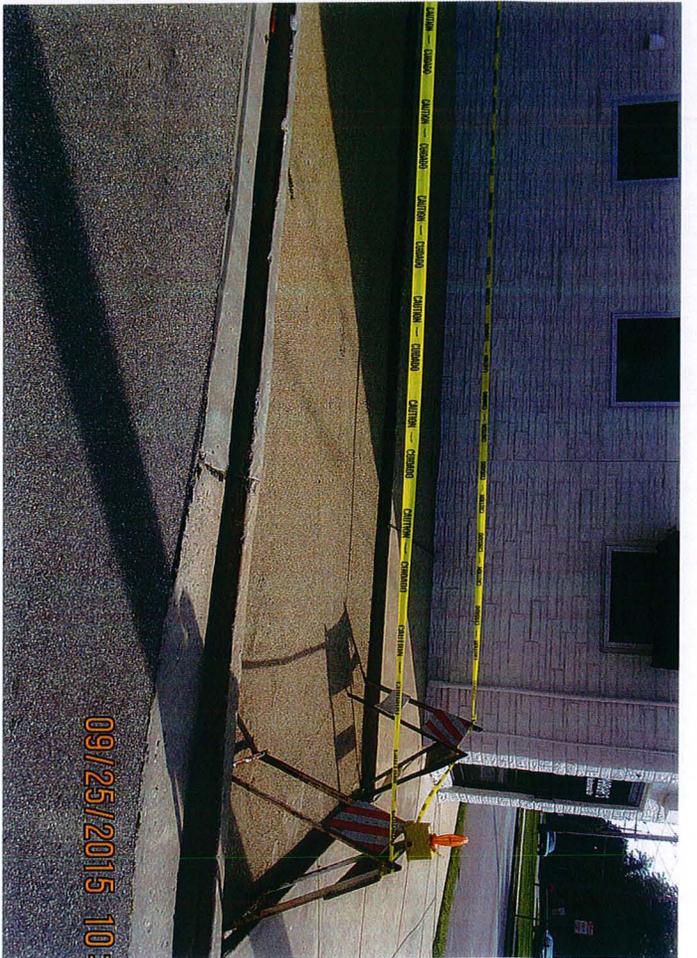
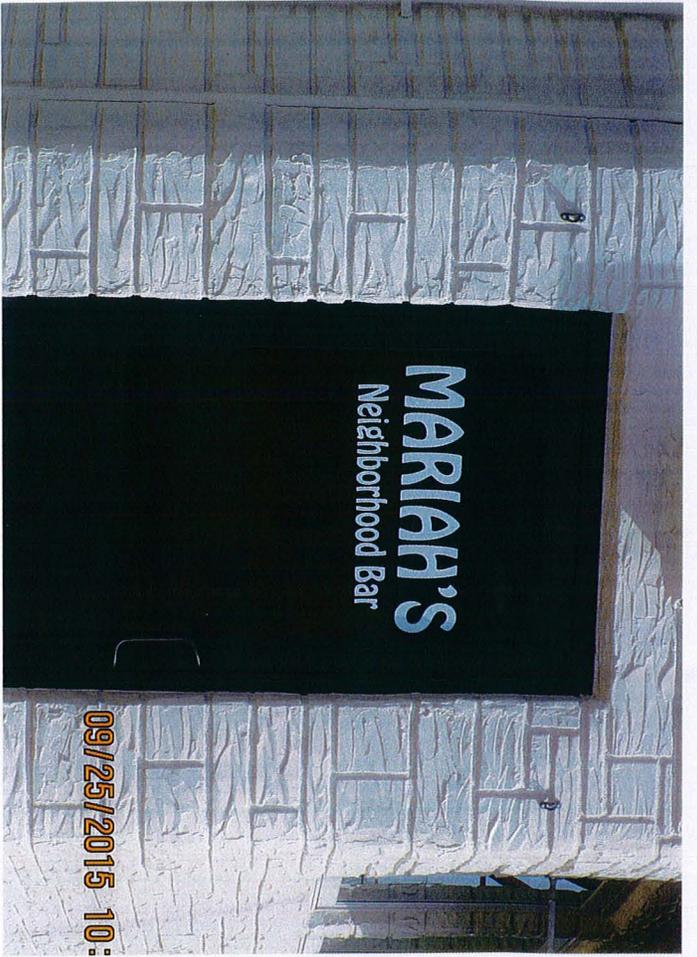
John Pauloni
262-358-2422

Thank you,
Lissa Pauloni - Gittens

Lissa Pauloni - Gittens
9-23-15



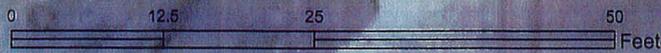




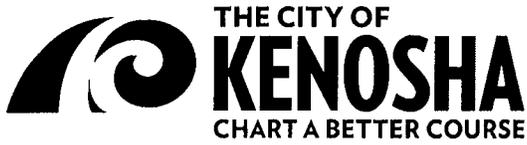


28TH AVE

ROOSEVELT RD



Mariah's Neighborhood Bar



SHELLY BILLINGSLEY, MBA, PE
Acting Director of Public Works
City Engineer

September 10, 2015

To: Eric J. Haugaard, Chairman, Public Works Committee
Scott N. Gordon, Chairman, Park Commission

From: Shelly Billingsley, P.E. *Shelly Billingsley*
Acting Director of Public Works /City Engineer

Subject: **Professional Service Contract for Parkway Tree Removal
Project #15-1417 Phase II**

BACKGROUND INFORMATION

The City of Kenosha Public Works – Park Division has received two proposals for the Phase II Parkway Tree Removal Contract for 2015. Staff has reviewed the proposals and has chosen Asplundh Tree Expert Company, based on their references, experience and standard quoted rates.

Contractor	Proposal Amount
Asplundh Tree Expert Co., Schofield, WI	\$72,544.50
Lakeside Tree Care, Kenosha, WI	\$97,018.00

The 2015 tree removal list contract includes removing approximately 196 trees.

RECOMMENDATION

Approve the Agreement between the City of Kenosha and Asplundh Tree Expert Company (Schofield, Wisconsin) for \$75,000.00 to include their quote of \$72,544.50 with \$2,455.50 of contingency. The funding for this work will be paid for out of CIP PK-93-004 Reforestation/Tree & Stump Removal.

SAB/kjb

2015 CONTRACT TO REMOVE TREES

By And Between

**THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation
[Through Its Department of Public Works]**

And

**ASPLUNDH TREE EXPERT COMPANY
a Pennsylvania Corporation**

TOTAL CONTRACT AWARD NOT TO EXCEED \$75,000.00

CONTRACT AMOUNT: \$72,544.50

**COMPENSATION FOR ADDITIONAL REMOVAL AS REQUIRED BY THE CITY OF KENOSHA:
NOT TO EXCEED \$2,455.50**

THIS AGREEMENT, Made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, through its Department of Public Works, hereinafter referred to as the “**CITY**”, and **ASPLUNDH TREE EXPERT COMPANY, a Pennsylvania Corporation**, located at 5907 Municipal Street, Schofield, Wisconsin, 54476, hereinafter referred to as the “**CONTRACTOR**”.

W I T N E S S E T H:

WHEREAS, the **CONTRACTOR** has submitted to the **CITY** a written Proposal to remove trees according to the Specifications and Special Conditions contained in the Request for Proposal; and,

WHEREAS, the **CITY** has accepted the Proposal effective upon the **CONTRACTOR** entering into and abiding by the terms and conditions of this Contract; and,

WHEREAS, the parties understand that this Contract is not a public construction contract under Wisconsin Law.

NOW, THEREFORE, in consideration of the mutual undertakings, promises, agreements, understandings hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged, the **CITY** and the **CONTRACTOR** agree as follows:

1. DEFINITIONS.

a. “**CONTRACT**” means this executed Contract to Remove Trees. The following documents comprise the complete Contract: Request for Proposal, Proposal, Executed Contract, Specifications and Special Conditions, Certificates of Insurance, Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal, List of Subcontractors and Major Suppliers, Determination of City Representative in Charge of Project, Change Orders, Affidavit Respecting Construction Lien Waivers/Releases, Contract notices and such other documents as are referenced herein. Any of such documents which are not physically attached to this Contract are on file in the Department of Public Works and Park Division, and are incorporated into this Contract by reference.

- b. **“CONTRACTOR”** shall mean **ASPLUNDH TREE EXPERT COMPANY** and any subcontractors approved by the **CITY**.
- c. **“FORESTER”** shall mean the Forester of the City of Kenosha within the Park Division, including designees.
- d. **“OVERPAYMENT”** means any money the **CONTRACTOR** received which the **CONTRACTOR** was not entitled to receive under this Contract, including, but not limited to, excess payment made in error and payment for defective and/or rejected Work which was not redone or replaced and accepted by the **CITY**.
- e. **“REMOVAL PROCESS”** means the systematic removal of the tree, commencing with the first cut or break by the **CONTRACTOR**, and including the trunk, stump, wood shavings, stump grinding debris, basal sprouts, brush, vines, weeds, and debris removal within five feet (5') from outside of the trunk.
- f. **“RESTORATION”** means repair of areas disturbed by the **CONTRACTOR'S** Work, including topsoil and seed, in accordance with the Specifications and Special Conditions attached as Exhibit B and this Contract.
- g. **“STUMPING”** means either removal of a stump or grinding of a stump, as appropriate.
- h. **“WORK”** means any contractual endeavor undertaken by the **CONTRACTOR** or its approved subcontractors to fulfill the terms of this Contract, including, but not limited to, the providing of labor, service, materials, the oversight of approved subcontractors, and the disposal and dumping of materials and debris arising out of the endeavor.
- i. **“WORKING DAY”** means a calendar day, excluding weekends and legal holidays.

2. **WORK TO BE PERFORMED BY THE CONTRACTOR.** The **CONTRACTOR**, for the sum of Seventy Two Thousand five hundred forty four dollars and fifty cents (\$72,544.50), will perform and complete, or will cause to be performed and completed, all Work in a good and workmanlike manner, and will do so in accordance with and subject to the provisions of this Contract. In addition, the **CONTRACTOR** will perform additional services as directed by the **CITY** and as otherwise authorized in the Proposal not to exceed an additional Two Thousand four hundred fifty five dollars and fifty cents (\$2,455.50). In the event of a conflict between the Request for Proposal, the Proposal and this Contract, the terms and conditions of this Contract shall control and supersede the other documents. The Work comprises the removing of the trees specified in Exhibit “A” in accordance with the Specifications and Special Conditions in Exhibit “B”, which Exhibits are attached hereto and incorporated herein by reference. The Specifications and Special Conditions will control and supersede an inconsistent provision in this Contract.

3. **COMMENCEMENT AND DILIGENT PROSECUTION OF THE WORK.** The **CONTRACTOR** will commence the work within five (5) working days following execution of this Contract and Notice to Proceed, and will prosecute the Work diligently until fully complete in accordance with this Contract. The **CONTRACTOR** shall complete the Work within the Contract Term.

The **CONTRACTOR** shall fully remove at least five (5) trees per week until this Contract is terminated.

The **CONTRACTOR** shall complete the Removal Process and with respect to each tree within five (5) working days of the start of the Removal Process, time being of the essence, in accordance with the Specifications and Special Conditions attached as Exhibit B and this Contract.

The **CONTRACTOR** shall complete stump grinding of those stumps designated by the Park Division within ten (10) calendar days of tree removal, time being of the essence, in accordance with the Specifications and Special Conditions attached as Exhibit B and this Contract.

The **CONTRACTOR** shall complete Restoration of areas disturbed by the **CONTRACTOR'S** Work, including topsoil and seeding, within five (5) calendar days of stump removal, time being of the essence, in accordance with the Specifications and Special Conditions attached as Exhibit B and this Contract.

The **CONTRACTOR**, in the event of a dispute respecting quantity or quality of the Work, shall not refuse to perform the Work and shall not delay the performance of the Work pending the resolution of said dispute.

The **CONTRACTOR** has the duty of requesting an extension of time to complete the Work from the **FORESTER**, in writing, prior to the time for Contract completion, where the progress of the Work was delayed, such that the Work will not be completed on time, and the **CONTRACTOR** was not responsible for such delay. Should the **FORESTER** grant an extension, the **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should the **FORESTER** determine that the Work will not be completed on schedule through normal methods and where no request for an extension has been requested, or if requested, such request was not justified, the **FORESTER** shall provide the **CONTRACTOR** with written notice requiring the **CONTRACTOR** to take such extraordinary measures as may be required to complete the Work on time, or as close to on time as possible. The failure of the **CONTRACTOR** to take such extraordinary measures shall be grounds for the **CITY** to suspend the Work by the **CONTRACTOR** and take such other measures as will assure completion of the Work within the Contract time, or if that is impossible, within a reasonable time. However, nothing contained herein shall prevent the **FORESTER** from stopping the **CONTRACTOR** from proceeding with the Work beyond the time set for the completion date where the completion date was not extended.

4. **CONTRACT TERM.** The term of this Contract shall be from the date of execution until each of the following:
 - a. Respecting the Work, until completion and acceptance, or April 22, 2016, whichever is earlier.
 - b. Respecting the Warranty, until expiration of the warranty term.
 - c. Respecting the Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of the Statute of Limitations where no claims were filed.
5. **TERMINATION FOR CAUSE.** In the event either party should fail to fulfill in a timely manner its obligations under this Contract, the non-breaching party shall have the right to terminate this Contract by giving a ten (10) day written notice to the breaching party of such breach and specifying the date of the termination, if the breaching party has not timely rectified and remedied the purported breach to the satisfaction of the party that gave notice of the breach.

The **CONTRACTOR** shall perform no new or additional Work upon receipt of a notice of termination without the advance, written permission of the **FORESTER**, except as necessary to cure the default, but not beyond the ten (10) day period to cure.

6. **FORESTER'S DECISION FINAL.** Should any dispute arise at any time between the **CONTRACTOR** and the **CITY** as to the true meaning or requirements of this Contract, or as to the manner of execution of the Work, or as to the quality of the Work executed, or as to the quality or quantity of materials used, or as to the timely completion of the Work, the decision of the **FORESTER** shall be final and conclusive, until and unless set aside by a Court of law.

The **CONTRACTOR** agrees that should any decision of the **FORESTER** be challenged in Court, the Court may only set aside a decision of the **FORESTER** if it is wholly arbitrary and capricious and/or made in complete disregard of undisputed facts.

7. **METHODS, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES.** The **CONTRACTOR** shall select such methods and equipment for the performance of all operations connected with the Work as will assure professional quality of the Work and a rate of progress which will assure the timely completion of the Work. The **CONTRACTOR** is responsible for furnishing all labor, equipment, material and supplies required to perform the Work.
8. **SUSPENSION OF WORK BY THE CITY.** The **FORESTER** shall have authority to suspend the Work where he/she believes that the **CONTRACTOR** is not performing the Work in accordance with this Contract. The **CONTRACTOR** shall have no right to additional compensation for delay or a right to an extension of time to complete the Work where the Work is suspended by the **FORESTER**.
9. **INJUNCTIONS.** Should a preliminary or temporary injunction suspend the Work for a period of time, the deadline for completion of the Work shall be extended by such time as the preliminary or temporary injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits the Work, this Contract shall be null and void as of the date such injunction or Court order or judgment becomes final, although the **CONTRACTOR** shall be entitled to reasonable compensation for the Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of the Work, this Contract shall be deemed modified in accordance therewith and compensation of the **CONTRACTOR** shall be proportionately reduced to reflect the decrease in the scope of the Work.
10. **CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE.** The **CONTRACTOR** does not have the discretion to refuse to comply with a Change Order to increase the scope of the Work identified in the **CITY** Request for Proposal. Increases in the scope of the Work shall result in a determination of the **CONTRACTOR'S** additional compensation based upon good faith negotiation, with the Contract as a guideline. Change Orders must be approved by the **FORESTER** on behalf of the **CITY**, and by the **CONTRACTOR**, and upon approval and execution, shall be considered a Contract amendment, to be kept on file in the **CITY** Department of Public Works and Park Division, and incorporated into this Contract by reference. Should the **CONTRACTOR** refuse to sign a Change Order under circumstances where there is no discretion to do so, said Change Order will be in full force and effect without said signature, provided the **FORESTER** attaches thereto a written report so indicating.
11. **WAIVER OF RIGHTS.** No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event of default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
12. **SUBCONTRACTORS, MAJOR SUPPLIERS, AND DUMPING OR DISPOSAL SITES.** The **CONTRACTOR** will only use subcontractors, major suppliers and dumping or disposal sites, which are listed in this Contract. Any changes in subcontractors, major suppliers and dumping or disposal sites must be approved by the **FORESTER**. The **CONTRACTOR** is responsible for the Work of subcontractors and for delays in the Work occasioned thereby. The **CONTRACTOR** has a duty to remove and replace subcontractors whose involvement in the Work will result in a breach of this Contract.

13. **CONTROL AND PROTECTION OF WORK SITE.** The **CONTRACTOR** shall be responsible for the control and protection of the work site from commencement of the Work until the Work is completed.
14. **WARRANTY.** The **CONTRACTOR** will replace any Work which is defective or not in conformity with this Contract at no cost to the **CITY** for a period of one (1) year after final acceptance of the Work by the **CITY**.
15. **CITY COOPERATION.** The **CITY** will reasonably cooperate with the **CONTRACTOR** to facilitate the **CONTRACTOR'S** performance of the Work. The **CITY** will physically mark trees to be removed and notify the **CONTRACTOR** of the nature of the markings. The **CONTRACTOR** will provide reasonable notice to the **CITY** when the assistance thereof is requested. However, the **CITY** has no obligation to supervise or perform any part of the Work.
16. **GOVERNMENTAL PERMITS AND APPROVALS.** The **CONTRACTOR** is authorized to perform the work under this Contract without obtaining a separate permit from the **FORESTER** or a Street Obstruction Permit.
17. **LAWS, RULES AND REGULATIONS.** The **CONTRACTOR** shall comply with all Federal, State and local laws, rules and regulations applicable to the performance of this Contract and the Work. This Contract shall be deemed made in and construed under the laws of the State of Wisconsin.
18. **CONTRACTOR'S EMPLOYEES AND ON-SITE REPRESENTATIVES.** Although the **CONTRACTOR** performs the Work as an independent Contractor, the **FORESTER** shall have the right to request the **CONTRACTOR** to remove and replace any of the **CONTRACTOR'S** employees involved in the Work when said employee does not furnish quality workmanship or is uncooperative with or disrespectful to any **CITY** personnel associated with the Work. The **CONTRACTOR** will comply with any reasonable request.

The **CONTRACTOR**, at all times when the Work is being performed, shall assign an employee or agent on the work site to be the person to whom the **FORESTER** may furnish instructions or orders, or make inquiries of at all times when the Work is being performed. The name of such employee or agent shall be submitted to the **FORESTER** in writing, upon commencement of the Work.
19. **SANITATION AND HEALTH.** The **CONTRACTOR** has the obligation of arranging for drinking water and sanitary conveniences for employees, subcontractors, suppliers, and agents thereof and for taking work site precautions as will deter the spread of infectious diseases. The **CONTRACTOR** shall not use materials in such manner as to pose a health hazard. The **CONTRACTOR** shall obey all lawful orders received from a County Health Department Sanitarian, or from any duly authorized employee of any Federal or State agency having jurisdiction over employee or public health, safety or welfare.
20. **INSPECTION.** The **CITY** has the right, at its cost and expense, to assign or retain inspectors to determine that the Work is performed in conformance with this Contract. Only the **FORESTER** can reject the Work. The use of inspectors by the **CITY** shall not relieve the **CONTRACTOR** of the duty of making its own inspections and of itself rejecting improper or defective Work, by its employees, subcontractors, suppliers and agents. The failure of a **CITY** inspector to notice or reject improper or defective Work shall not waive any rights of the **FORESTER** to have the **CONTRACTOR** take corrective action at the **CONTRACTOR'S** cost and expense to remedy such deficiencies or defects when discovered. The use of **CITY** inspectors shall not relieve the **CONTRACTOR** of its duty to maintain a safe workplace.
21. **WORKMANSHIP.** Workmanship shall conform to the best standard practice of a given trade in Southeastern Wisconsin. Equipment, procedures and materials used must be suitable to and compatible with

the nature of the Work, the work site and prevailing year round weather conditions that affect the Work and the work site.

- 22. UTILITIES.** The **CONTRACTOR** has the obligation of contacting Digger's Hotline to obtain utility locations, clearances, hookups, or cutoffs prior to any stump removal.
- 23. CLEANUP.** The **CONTRACTOR** shall at all times keep all areas related to the Work, including all rights-of-way, easements, streets, highways, alleys and private or public property adjacent to the work site, in a clean and sanitary condition, free from any rubbish, debris, wood shavings, stump grinding debris, surplus or waste materials that have accumulated as a result of the Work.

Within two (2) hours after the completion of the Removal Process and Stumping of a specified tree, the **CONTRACTOR** shall remove all rubbish, debris, wood shavings, stump grinding debris, surplus materials, tools, equipment or plants, leaving the work site and the sites of easements and areas related to the Work, unobstructed, clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should the **CONTRACTOR** neglect any such duty, the **FORESTER** may cause any such Work to be performed at the **CONTRACTOR'S** cost and expense.

- 24. PAYMENT OF EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS.** The **CONTRACTOR** shall promptly pay all employees, subcontractors and suppliers for all work, labor, services, supplies, or materials which they may directly or indirectly furnish in the fulfillment of this Contract and the **CONTRACTOR** shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the Work. The **CONTRACTOR**, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with the **CITY** Director of Public Works.
- 25. LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION.** In the event that the **CONTRACTOR** fails to fully and completely perform the Work within the Contract term, the **CONTRACTOR** shall pay to the **CITY** for such default the sum of Three Hundred Dollars (\$300.00) per day, for each and every day's delay in the fulfillment of this Contract provision. This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due the **CITY** from the **CONTRACTOR**.
- 26. RIGHTS OF CITY UPON CONTRACTOR DEFAULT.** The **CONTRACTOR** recognizes the right of the **CITY** to suspend the Work, to order the revision of nonconforming Work, to re-let all or part of the Work, or to itself perform the Work as may be required to ensure the timely completion of the Work or to replace improper or defective Work, as determined necessary by the **FORESTER**. No provision of this Paragraph 26 may be construed to relieve the **CONTRACTOR** of its obligations under this Contract.
- 27. OVERPAYMENTS AND SETOFFS UNRELATED TO THE CONTRACT.** The **CONTRACTOR** will promptly, upon receipt of written demand from the **CITY** Director of Public Works, refund any overpayments received thereby. Should the **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, the **CONTRACTOR** shall pay the **CITY** interest for said amount at the rate of one and one-half percent (1.5%) per month on the unpaid balance, until paid in full. Should the **CONTRACTOR** owe the **CITY** any money which is lawfully due and payable on any account receivable or on any personal property tax, forfeiture or fee, whether or not related to the Work under this Contract, the **CONTRACTOR** authorizes the **CITY** to deduct said amount from any payment due the **CONTRACTOR** hereunder.
- 28. SAFETY PRECAUTIONS.** The **CONTRACTOR'S** Work shall conform to the most recent revision of the American National Standards Institute Standard Z-133.1 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, and Removing Trees and for Cutting Brush).

The **CONTRACTOR**, during the performance of the Work, shall assume control of the work site and put up and properly maintain, at the **CONTRACTOR'S** cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make the work site as safe as the nature of the premises will reasonably permit to protect frequenters as well as persons using abutting private or public property, from any and all dangers associated with the Work, during both day and night hours. The **FORESTER** may order the **CONTRACTOR**, by a time or date, to take designated safety measures and the failure of the **CONTRACTOR** to promptly obey said order shall result in liquidated damages of Five Hundred Dollars (\$500.00) per day for each day said order is not complied with. The **CONTRACTOR** shall be fully responsible for making the work site as safe as its nature will reasonably permit and may not rely upon any inspections, instructions or orders of the **FORESTER** or the **CITY** inspectors or lack thereof, in this regard. The **CONTRACTOR** has an obligation to check warning and safety devices on a daily basis.

29. PAYMENT – ACCEPTANCE OF THE WORK. Payment shall be made by the **CITY** on a monthly basis upon submission of an invoice for completed Work to the **CITY** Director of Public Works, within fifteen (15) days after the **FORESTER** executed a document accepting the Work as being performed in accordance with this Contract, subject to the following:

a. The **CITY** may withhold payment if the **CONTRACTOR** is not in compliance with any order issued by the **FORESTER**. Payment will be reduced by the amount of any claim which the **CITY** may have against the **CONTRACTOR** for improper, defective, or rejected Work, liquidated damages due to delay in the schedule of time for the Work completion, or in taking safety precautions, by the amount of setoffs authorized by this Contract, or for any other primary liability of the **CONTRACTOR** for which the **CITY** could be secondarily liable, which secondary liability was not assumed by the **CITY** under this Contract.

b. In the event the **CONTRACTOR** fails to complete the Removal Process, Stumping, and Restoration with respect to each tree within the time specified and in the manner provided in the Specifications and Special Conditions attached as Exhibit B and this Contract, no payment with respect to any such tree shall be made by the **CITY**. In addition, in the event the **CONTRACTOR** fails to complete the Removal Process, Stumping, and Restoration with respect to each tree as provided in this paragraph, the **CITY** may cause such Work to be performed and deduct the cost of such Work and all administrative costs associated with performing such Work from any payment due the **CONTRACTOR** under this Contract. The provisions of this paragraph shall be in addition to all other remedies available to the **CITY** under this Contract.

c. Work shall not be accepted by the **FORESTER** until all employees, subcontractors and suppliers have been fully paid for all work, labor, services, supplies or materials provided thereby, and affidavits, lien waivers or releases have been procured and filed with the **CITY** Director of Public Works.

30. INDEPENDENT CONTRACTORS, WORKERS AND UNEMPLOYMENT COMPENSATION. The **CONTRACTOR** acknowledges that it is an independent contractor and that its employees and agents are not the employees of the **CITY** for purposes of Worker's and Unemployment Compensation or any other purpose. The **CONTRACTOR** shall be responsible for Worker's and Unemployment Compensation with respect to its employees.

31. PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES. The **CONTRACTOR** may not assign this Contract, enter into a joint enterprise or sublet any Work without the express written approval of the **FORESTER**, and the **CITY** is not liable for any cost and expenses arising therefrom. Listed subcontractors, major suppliers, and dumping and disposal sites are excepted from this prohibition. An unlawful assignment, joint enterprise or subletting shall render this Contract voidable by the **FORESTER** as of the date thereof, and the **CITY** will not be obligated to pay to the **CONTRACTOR** any money for any Work performed by an unauthorized party. If this contract is voided, the **CONTRACTOR**

will continue to be responsible for maintaining the safety of the work site until relieved of this obligation by the **FORESTER** or until another contractor takes possession of the work site. The **CONTRACTOR** will be responsible for any cost, loss, expense, attorney fees, or damages the **CITY** may incur in enforcing this provision.

- 32. INDEMNITY AND HOLD HARMLESS AGREEMENT.** The **CONTRACTOR** agrees that it will defend, indemnify and hold harmless the **CITY** and its officers, agents, employees and representatives, from and against any and all liability, loss, charges, damages, claims, judgments, costs, expenses or attorney fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by the **CITY** or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by the **CONTRACTOR** or as a result of the willful or negligent act or omission of the **CONTRACTOR** and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, or resulting from the **CONTRACTOR'S** failure to perform or observe any of the terms, covenants and conditions of this Contract, should any person or party, as a result thereof, suffer or sustain personal injury, death or property loss or damage, or a violation of any other right protected by law.
- 33. INSURANCE.** The **CONTRACTOR** prior to performing the Work and during the Contract term, shall carry the insurance policies in the following minimum limits, which shall be written and enforceable in accordance with the laws of the State of Wisconsin.

Commercial General Liability:

- \$1,000,000 Each occurrence
- \$2,000,000 General Aggregate

Automobile Liability: (owned, non-owned, leased)

- \$1,000,000 Bodily Injury (per person)
 - \$1,000,000 Bodily Injury (per accident)
 - \$200,000 Property Damage (per accident)
- OR**
- \$1,000,000 Combined Single Limit (each accident)

Umbrella Liability:

- \$2,000,000 Each Occurrence
- \$2,000,000 Aggregate

Workers Compensation:

- Statutory Limits
- \$100,000 Employer Liability, Each Accident
- \$100,000 Employer Liability, Disease, Each Employee
- \$500,000 Employer Liability, Disease, Policy Limit

Said insurance coverage shall be verified by a Certificate of Insurance issued to the **CITY**, which shall provide that should any of the described policies be cancelled or terminated before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the **CITY**.

The **CITY** shall be named as an additional insured with respect the insurance coverages listed above and the **CITY** shall be provided with an additional insured endorsement certifying that the **CITY** is an additional insured with respect the insurance coverages listed above.

- 34. COOPERATION.** The **CONTRACTOR** shall permit **CITY** employees and representatives to have reasonable access to the work site at all times.

- 35. SEVERABILITY.** It is mutually agreed that in case any provision of this Contract is determined by a Court of law to be unconstitutional, illegal or unenforceable, then it is the intention of the parties that all other provisions of this Contract shall remain in full force and effect.
- 36. NONDISCRIMINATION.** In the performance of the Work under this Contract, the **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs, or student status. The Work is to be performed in accordance with the Federal Americans With Disabilities Act.
- 37. NO THIRD PARTY BENEFICIARIES.** This Contract is intended to be solely for the benefit of the parties hereto.
- 38. FULL AGREEMENT – MODIFICATION.** This Contract shall be the full and complete agreement and understanding of the parties and shall supersede all oral or written statements or documents, inconsistent herewith. This Contract can be modified, in writing, by the mutual agreement of the parties, said amendment to be attached and incorporated herein, it being expressly understood that the **CITY** Director of Public Works must approve any amendment of this Contract.
- 39. NOTICES.** Notices required by or relevant to this Contract shall be furnished by the **CONTRACTOR** to the **CITY** by personal service or by certified mail with return receipt, sent or delivered to the **FORESTER**, Director of Public Works and the City Clerk at the Municipal Building, 625 – 52nd Street, Kenosha, Wisconsin 53140, with a copy to the City Attorney at the foregoing address.
Notices required by or relevant to this Contract shall be furnished by the **CITY** to the **CONTRACTOR** by personal service or by certified mail with return receipt sent or delivered to:

ASPLUNDH TREE EXPERT COMPANY
5907 MUNICIPAL STREET, SCHOFIELD, WI 54476

- 40. EXECUTION AUTHORITY.** The **CITY** and the **CONTRACTOR** each certify that they have authority under their respective organizational structure and governing laws to execute this Contract.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Contract on the dates given below.

**CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation**

BY: _____
KEITH G. BOSMAN
Mayor

Date: _____

BY: _____
DEBRA L. SALAS
City Clerk/Treasurer

Date: _____

**STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)**

Personally came before me this _____ day of _____, 2015, Keith G. Bosman, Mayor and Debra L. Salas, City Clerk/Treasurer, of the CITY OF KENOSHA, WISCONSIN, a municipal corporation, to me known to be such Director of Public Works and City Forester of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

Print Name: _____
Notary Public, Kenosha County, WI.
My Commission expires/is: _____

**ASPLUNDH TREE EXPERT COMPANY
A Pennsylvania Corporation**

BY: _____
Joseph B Schneider, Vice President

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2015, **Joseph B. Schneider, Vice President**, of **ASPLUNDH TREE EXPERT CO., a Pennsylvania Corporation**, to me known to be such Vice President of said company, and acknowledged to me that he executed the foregoing instrument as such officer as the agreement of said corporation, by its authority.

Notary Public, _____ City, _____ State.

My Commission expires/is: _____

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney



TO: Mayor and Members of the Common Council

FROM: Rich Schroeder, Community Development & Inspections

RE: **Resolution by Alderperson Michalski, Co-Sponsor: Alderperson Juliana- To retain the Services of a qualified architectural firm to provide the City of Kenosha a comprehensive plan for historic preservation and rehabilitation of Southport Beach House. (District 12) PUBLIC HEARING**

DATE: October 2, 2015

The Historic Preservation Commission, at the October 1, 2015 meeting, recommended approval of the resolution by a vote of 6-0. The commission did ask that an amendment to the scope of services of the resolution be considered as follows:

- That a qualified architectural firm is to provide an ongoing maintenance plan and schedule for the Southport Beach House.

If you have any questions, please contact me at 262.653.4034 or via email at rschroeder@kenosha.org.

RS:jmu



Resolution by Alderperson Michalski, Co-Sponsor: Alderperson Juliana - To Retain the Services of a qualified architectural firm to provide the City of Kenosha a comprehensive plan for historic preservation and rehabilitation of Southport Beach House. (District 12) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Alderperson Bostrom, District 12, has been notified. This item has been reviewed by the Parks Commission and will be reviewed by the Public Works Committee, Finance Committee and the Common Council.

LOCATION AND ANALYSIS:

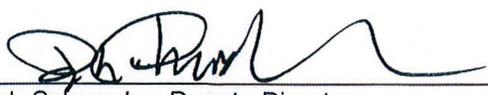
Site: 7501 2nd Avenue - Southport Beach House

1. The Southport Beach House, located at 7825 3rd Avenue, was constructed as a Works Progress Administration (WPA) project during the Great Depression. The work began in 1936 and was completed in 1941.
2. Section 15.04 of the City's Zoning Ordinance establishes Standards for designating structures and sites as historic. Southport Beach House is architecturally and historically significant under Standards 1, 3, and 4. Section 15.04, *Standards for Designation of Historic Structures and Sites as Historic*, is attached. The building is also listed on the State and National Register of Historic Places.
3. On September 11, 2014, the Commission reviewed proposed alterations to the Southport Beach House. The alterations included roof repairs and replacements with a base bid and four (4) alternate bids. The Commission voted to deny the *Certificate of Appropriateness* for proposed alterations to the beach house at that meeting.
4. To date, no bids have been awarded for improvements to the Southport Beach House roof. The Common Council rejected all bids with some members concerned with a lack of clarity in the bid figures and cost-benefit analysis.
5. The attached Resolution is in regards to retaining the services of a qualified architectural firm to provide the City a comprehensive plan for the rehabilitation of the beach house. The comprehensive plan is intended to include recommendations for repairs and renovations necessary to preserve, and in some instances improve, the Southport Beach House.

RECOMMENDATION:

This is for Commission review and recommendation.


PaPhouala Vang, Planner


Rich Schroeder, Deputy Director

RESOLUTION _____

SPONSOR: ALDERPERSON JAN MICHALSKI
CO-SPONSOR: ALDERPERSON PATRICK JULIANA

TO RETAIN THE SERVICES OF A QUALIFIED ARCHITECTURAL FIRM TO PROVIDE THE CITY OF KENOSHA A COMPREHENSIVE PLAN FOR HISTORIC PRESERVATION AND REHABILITATION OF THE SOUTHPORT BEACH HOUSE

WHEREAS, the Southport Beach House was constructed under a grant from the Works Progress Administration during the Great Depression from 1936 to 1940, and was listed by the National Park Service, U.S Department of the Interior, on the National Register of Historic Places on January 8, 2003; and

WHEREAS, studies commissioned by the Common Council of the City of Kenosha under the guidance of the Engberg Anderson architectural firm in 2012 and a report from the U.S. Heritage Group, Inc. in 2013 led to the development of a Master Plan for Southport Park, which has been adopted for implementation by the Common Council of the City of Kenosha; and

WHEREAS, through commissioning studies and authorizing money for repairs and structural rehabilitation, the Common Council has deemed the Southport Beach House an important part of Kenosha's shared architectural and cultural heritage, worthy of preservation for future generations; and

WHEREAS, the Secretary of the Interior Standards for Rehabilitation of Historic Places (codified in 36 CRF 67) defines "Rehabilitation: as "the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to it's historic, architectural, and cultural values"; and

WHEREAS, a qualified architectural firm will provide comprehensive design and construction planning guidance including recommendations for repairs and renovations deemed necessary to preserve, and in some instances improve, structural and mechanical systems, including but not limited to masonry, roofing, building penetrations, features, materials and finishes; energy conservation, site, health, and safety considerations, accessibility, and anticipated utilization requirements in compliance with state and local building codes and the aforementioned national standards for historic preservation;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council, City of Kenosha, Wisconsin that City Administration is hereby directed to retain the services of an architectural firm with documented experience in the rehabilitation of historic landmarks buildings as recommended in the Engberg Anderson report and the US Heritage Group, Inc. report; with the intent to retain and preserve the historic character of the Southport Beach House and provide the

City with a comprehensive design and construction plan for the same.
Adopted this _____ day of _____, 2015.

ATTEST: _____
Debra Salas, City Clerk/Treasurer

APPROVED: _____
Keith G. Bosman, Mayor

Drafted By:
ALDERPERSON JAN MICHALSKI
District 3

As Reviewed By:
EDWARD R. ANTARAMIAN
City Attorney

15.04 STANDARDS FOR DESIGNATING STRUCTURES AND SITES AS HISTORIC

A. Standards for Designation. A Historic Structure or Historic Site designation may be placed on any improvement parcel within the City which:

1. Exemplifies or reflects the City's cultural, social, economic, political, engineering and/or architectural history; or,
2. Is identified with historic personages or with important events in the City's history; or,
3. Embodies the distinguishing characteristics of an architectural type or specimen, inherently valuable for a study of a period, style, method of construction, or of indigenous materials or craftsmanship; or,
4. Is representative of the notable work of a master builder, designer or architect whose individual genius influenced their age; or,
5. Has yielded, or may be likely to yield, information important to the history or prehistory of man.
6. Historic Structures and sites which are on the National or State Register of Historic Places shall be designated as a City Historic Structure or site.

B. Exemptions. The property of bona fide churches which is used for religious purposes is exempt from any provision of this Section which may have a coercive effect upon the practice of religion. Relief from such coercive provision may be obtained by application for a variance to the Zoning Board of Appeals.

October 2, 2015

TO: Shelly Billingsley, P.E.
Acting Director of Public Works

FROM: Cathy Austin, P.E.
Assistant City Engineer



SUBJECT: Public Works Project Status Report

- Project # 08-1443 – Bike and Pedestrian Connections** – Plans have begun but a major focus on bike paths has been to complete the Bike Path crossing at Washington Road and the extension through Nash Park. Once these projects have been bid, design will be completed on this third phase. (Citywide)
- Project #10-1126 – Wetland Mitigation Bank** – [Wetlands and Waterways Consulting LLC] Technical memo has been finalized. Working on phase II of project to create cost estimates to re-grade the site to promote wetland conditions. (16)
- Project #11-1128 – Multi-Plate Pipe Storm Sewer Inspection and Evaluation** – [Ruekert-Mielke] Staff is working with consultant on recommendations and cost estimates. (2 and 7)
- Project #11-1417 Strawberry Park Trail and Shelter (DNR Stewardship Grant)** [Magill Construction] – Project has been awarded and construction has begun. Shelter is anticipated to be delivered to the contractor in October. (16)
- Project #11-2013 – Harbor and Marina Dredging** – [Shoreline Builders] Waiting for close out documents (2).
- Project #12-1430 – Alford Park Warehouse Demolition** – [Earth Construction] Waiting for close out documents (1)
- Project #13-1012 – Resurfacing I** – [Stark] Waiting for Closeout Documents [Lincoln Road intersection at 28th Avenue, Lincoln Road intersection at 22nd Avenue, 70th Street from 39th Avenue to 40th Avenue] (Stormwater Utility funding also) (13, 15)
- Project #13-1013 – CDBG Resurfacing** – [Stark] Waiting for Closeout Documents [13th Court from Washington Road to 43rd Street, 41st Street from 22nd Avenue to 350 ft. east of 21st Avenue] (Stormwater Utility funding also) (6)
- Project #13-1413 – Petzke Park Phase II** [Rasch Construction] Substantial completion has been met. Rasch will be finishing restoration and landscaping before the park grand opening. (1)
- Project #13-1414 – Washington Park Velodrome** [Rasch Construction] – Construction began in May and sections of the track are being poured. (6)
- Project #14-1012 – Resurfacing Phase I** – [Payne & Dolan] Project is complete. Punchlist items remain. [18th Avenue from 67th to 69th Street, 68th Avenue from 52nd Street to 1000' North and 51st Street from 68th Avenue to 700' West] (12, 16)
- Project #14-1013 – CDBG Resurfacing** – [57th St 19th Ave to Viaduct, 17th Ave – 57th St to Cul de sac] Project has been completed. Punchlist items remain.
- Project #14-1015 – 39th Avenue – Washington Rd to 45th Street Resurfacing** – [Payne & Dolan] Project has been completed. Punchlist items remain. (10)
- Project #14-1025 – 56th Street Phase Lighting** – [WIL-Surge Electric, Inc.] Project has been completed. Punchlist items remain. (2)
- Project #14-1026 – 56th Street Phase Sidewalk Project** – [AW Oakes] Project is complete, only punchlist items remain. (2)
- Project #14-1139 – Forest Park Sanitary and Sewer Enhancements** – [AW Oakes] Final Restoration and Punchlist Items remain. (15)
- Project #14-1141 – Southport Park Shoreline Repair Phase 1** – [Redbarn Design and Engineering] Close out documents are pending. (12)
- Project #14-1208 – Sidewalk Repair Program** – [AW Oakes] Project is complete. Punchlist items still remain as of 9/18/15. Closeout Paperwork has been received but not completed due to outstanding Punchlist items. (Stormwater Utility funding also) (Citywide)
- Project #14-1209 – Emergency Vehicle Preemption – Traffic Signals** – All equipment has been installed and all City owned traffic signals have been activated. Crews have six more Kenosha County and WisDOT owned traffic signals to activate.(Citywide)

- Project #14-1210 – Traffic Operations Roof** – [Industrial Roofing Services] Construction work is proposed to occur in 2016. (15)
- Project #14-1215 – 74th Street and 123rd Avenue Lighting** – [WIL-Surge Electric, Inc.] Project is complete, only punchlist items remain. (16)
- Project #15-1013 – CDBG Resurfacing** – [26th Ave – 75th St to 69th St] Project has been completed. Punchlist items remain.
- Project #15-1014 – Concrete Street Repairs** – [Various Locations] Work has begun.
- Project #15-1015 – 85th Street Resurfacing** [85th Street – 22nd Avenue to 30th Avenue] Project is complete, only restoration and punchlist items remain. (SWU Funding also) (9)
- Project #15-1016 – 39th Avenue Resurfacing** [39th Avenue – 45th Street to 52nd Street, 45th Street – 39th Avenue to 40th Avenue] Project is scheduled to be bid for next spring construction. Kenosha Water Utility work is scheduled to be completed this fall. (10)
- Project #15-1018 – 7th Avenue Resurfacing** [7th Avenue – 68th Street to 70th Street] Project is complete, only punchlist items remain. (3)
- Project #15-1019 – Crackfilling** [Citywide] Project is 50% complete.
- Project #15-1020 – 30th Avenue Concrete Street Repairs** [30th Avenue – Roosevelt Road to 63rd Street] Project is complete. Only punchlist items remain. (3, 8)
- Project #15-1022 – Asphalt Street Repairs** [Various Locations] Work has begun. (City wide)
- Project #15-1027 – Epoxy Pavement Markings** [Citywide] Project has been completed. Punchlist items remain
- Project #15-1208/15-1131 Sidewalk Repair Program / Curb and Gutter** – Tree removal and concrete work has begun. Areas 1 - 3 are substantially completed. Work on Area 4 has begun. [Citywide] (Citywide).
- Design Work (Public Works)** – Staff is working on the following projects: Roadway Repairs for 2015, CDBG Resurfacing, GPS Data Forms, Equipment Specifications, Museum Reheat Valves, and SWU Projects and Parks Projects.