

Area Office  
1524 Atkinson Drive  
Green Bay, WI 54303

Northeast Asphalt, Inc.



Jeffery S. Reesman  
Direct: 920-498-6711  
Cell: 920-309-0644  
Fax: 920-494-0745  
jreesman@neasphalt.com

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## PROPOSAL

**SUBMITTED TO:**

City of Manitowoc  
2655 S. 35<sup>th</sup> St.  
Manitowoc, WI 54220-4543

**DATE:** July 1, 2014  
**PHONE:** 920-683-4550      **FAX:** 920-686-6525  
**JOB NAME:** Manitowoc Docks Railroad Crossing  
**JOB LOCATION:**  
**PLAN DATE:**

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*For furnishing the necessary labor, material and equipment to complete the following:*

- Remove the existing asphalt pavement on an area of approximately 271 SY.
- Fine grade, water and compact the existing base in an area of approximately 271 SY.
- Construct a two-course 5" compacted average depth asphalt pavement in the total area of approximately 271 SY.

**TOTAL PRICE: \$45.55/SY**

*If you have any questions on this proposal, please call me at the contact information listed above.*

*Thank you,  
Jeff*

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**IF THIS PROPOSAL IS NOT ACCEPTED AND RETURNED WITHIN 10 DAYS FROM THE DATE OF THIS PROPOSAL OR IF THE WORK IS NOT COMPLETED BY October 15, 2014, NORTHEAST ASPHALT, INC. RESERVES THE RIGHT TO WITHDRAW THE PROPOSAL OR MODIFY THE TERMS OF THE PROPOSAL/CONTRACT.**

**PRIOR TO NORTHEAST ASPHALT, INC. BEGINNING WORK UNDER THIS CONTRACT, OWNER/CONTRACTOR SHALL PROVIDE EVIDENCE THAT THE FOLLOWING PAYMENT TERM IS MET OR PAID AND IS ACCEPTABLE TO NORTHEAST ASPHALT, INC. TO FULFILL THEIR OBLIGATIONS UNDER THIS CONTRACT: CONTRACT PAYMENT SCHEDULE**

**PLEASE CALL MARCY AT 920-498-6716 TO GET APPROVAL ON YOUR PROPOSED SCHEDULE OR TO MAKE PAYMENT ARRANGEMENTS.**

**FOR OFFICE USE ONLY**

Financial Terms Approved \_\_\_\_\_ Date \_\_\_\_\_

## PROPOSAL TERMS AND CONDITIONS

Prior to the commencement of the Work, the work of others shall be completed to such an extent that it will not in any way conflict or interfere with the Work. If Northeast Asphalt, Inc. is directed to commence Work prior to the time such other work is completed, Owner/Contractor agrees to pay the costs of any extra mobilizations or reduced productivity attributable to Northeast Asphalt, Inc. commencing any of the Work before any others have completed their work.

The total allowable number of working days under normal conditions required to complete the Work is 5 days. In order to meet any agreed upon completion date, Northeast Asphalt, Inc. must receive a 10 day advance notice to proceed plus the total allowable number of working days required to complete the Work under normal conditions. Performance of the Work is contingent upon strikes, accidents or delays beyond Northeast Asphalt, Inc.'s control.

Any changed condition of the job specifications involving extra costs will be performed only upon submission of a written change order, and Owner/Contractor will be required to pay to Northeast Asphalt, Inc. an extra charge over and above the original contract price for performance of the requested change order.

Northeast Asphalt, Inc. will not be responsible for damage to any underground utilities or other hidden conditions if the Owner/Contractor fails to give Northeast Asphalt, Inc. advance notice of their existence and location. Owner/Contractor agrees to indemnify and hold Northeast Asphalt, Inc. harmless for any loss, expense or damage resulting from, arising out of, or in any way related to such condition.

Physical access by heavy equipment and material delivery vehicles to the site that is the subject of this contract may result in physical damage to property including but not limited to existing pavement, landscape or structures. Northeast Asphalt, Inc. will cooperate with the Owner/Contractor in finding alternative access solutions, but the Owner/Contractor does hereby release and hold harmless Northeast Asphalt, Inc. from any claims for physical damage caused from access to the site. Owner/Contractor agrees that any physical damage to property caused by Northeast Asphalt, Inc.'s heavy equipment and material delivery vehicles in the process of gaining access to the site, where no other access options have been made available, shall be the responsibility of the Owner/Contractor.

Northeast Asphalt, Inc. will not be responsible for any restoration of adjacent areas disturbed as a result of construction, including, but not limited to, stone shoulder, adjustment of drainage structures or landscaping that may need to be performed to allow for proper drainage of water from the surface of the new pavement unless otherwise agreed to in the scope of work.

Any claim for property damage is conclusively waived unless presented to Northeast Asphalt, Inc. in writing within seven (7) calendar days of the occurrence.

All materials and labor are conclusively accepted as satisfactory unless objected to in writing within seven (7) calendar days of performance.

"AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER (NORTHEAST ASPHALT, INC.) HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID."

Owner/Contractor, at its sole expense, shall comply with and obtain all necessary licenses and permits under present and future laws, statutes, ordinances, rules, orders or regulations of any governmental body having jurisdiction over the site, the Work, or the Owner/Contractor shall bear the sole cost of any fines or penalties for failure to comply with or obtain the same and shall indemnify and hold Northeast Asphalt, Inc. harmless for any fine, penalty or expense resulting from, arising out of, or in any way related to Owner/Contractor's violations under this paragraph.

Northeast Asphalt, Inc. proposes to furnish material and labor - complete in accordance with above specifications and prices. Northeast Asphalt, Inc. is entitled to final payment upon substantial completion of the "Work" required herein. Terms of payment shall be net on receipt of invoice. A 1.5% per month service charge shall be charged on all outstanding balances. Upon receipt of payment in full, Northeast Asphalt, Inc. will provide a lien waiver required by Owner/Contractor.

If any amount due under this contract is not paid when due, is referred to any attorney for collection (whether or not litigation is commenced), or if any legal advice, services or action shall be necessary, Owner/Contractor agrees to pay all attorney's fees, costs and expenses incurred by Northeast Asphalt, Inc. in connection with collecting that amount.

This proposal is contingent upon the express agreement that indemnification, defense, waiver of subrogation and additional insured status, if required by the Owner/Contractor, shall be provided by Northeast Asphalt, Inc., but only to the extent of Northeast Asphalt, Inc.'s negligence. Owner/Contractor to carry fire, tornado and other necessary insurance. Northeast Asphalt, Inc.'s workers are fully covered by Workers' Compensation Insurance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Northeast Asphalt, Inc.'s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Northeast Asphalt, Inc., its subcontractors or suppliers, improper or insufficient maintenance, improper operation, normal wear and tear under normal usage or excessive manipulation over the original design criteria. Northeast Asphalt, Inc.'s warranty for material and

workmanship is for the term of one year from Northeast Asphalt, Inc.'s last substantial labor date and is in lieu of any other warranty or remedy required by law.

Northeast Asphalt, Inc. reserves the right to refuse to construct a pavement unless minimum grades of 1% are attainable for surface drainage. If the Owner directs construction with less than a minimum grade of 1%, it is understood and agreed that waterponding may occur and that no warranty will attach to the Work. Northeast Asphalt, Inc. is not responsible for the redesigning of plan grades in order to establish a minimum of 1% drainage.

Subgrade/Aggregate Base: No materials will be placed on a wet, unstable or frozen subgrade/aggregate base. The Owner/Contractor is responsible to furnish Northeast Asphalt, Inc. a suitable subgrade/aggregate base having the ability to support the maximum axle loads transmitted from the heaviest construction and/or vehicle traffic anticipated as not to cause any deformation to the subgrade/aggregate base. All subgrade must be rough graded by Owner/Contractor to within  $\pm 0.1'$  of the proposed plan subgrade elevations.

Fine Grading of Aggregate Base by Northeast Asphalt, Inc.: If Northeast Asphalt, Inc. fine grades the surface to be paved, the Owner/Contractor shall furnish a surface rough graded to within  $\pm 0.1'$  of the proposed plan aggregate base course elevations.

Fine Grading of Aggregate Base by Others: If Owner/Contractor fine grades the surface to be paved, Northeast Asphalt, Inc. may choose to request additional work to correct the surface to be paved for (but not limited to) stability, surface drainage, slope and elevation. Additional corrective work will be done at no cost to Northeast Asphalt, Inc.

Heaving and Cracking: Heaving of asphalt pavements caused by, but not limited to, wet conditions, expansive soils and freezing-thaw cycles, is not the responsibility of Northeast Asphalt, Inc. Cracking of asphalt pavements caused by, but not limited to, excessive drying of expansive soils, clay soils and reflective cracking, is not the responsibility of Northeast Asphalt, Inc.

When resurfacing concrete, brick or asphalt pavements, Northeast Asphalt, Inc. is not responsible for the reproduction of cracks or expansion joints which may occur.

If any other agreement is entered into between the parties, the terms of this agreement shall be incorporated into any such agreement and shall supersede any conflicting terms contained therein.

Authorized Signature:   
Jeffery S. Reesman, Project Manager

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**Acceptance of Proposal** - The above prices, specifications and terms and conditions are satisfactory and are hereby accepted. Northeast Asphalt, Inc. is authorized by Owner to do the Work as specified. Payment will be made to Northeast Asphalt, Inc. by Owner as outlined above. If separate bids or alternate bids are indicated, acknowledge acceptance by initialing those prices which you hereby accept.

Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Job Name: Manitowoc Docks Railroad Crossing

Date of Proposal: July 1, 2014

## Greg Minikel

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**From:** Matt Smits  
**Sent:** Tuesday, June 03, 2014 1:56 PM  
**To:** Greg Minikel; Dan Koski; Randy Junk  
**Cc:** pcallie@comcast.net  
**Subject:** S 16th Street Rail road tracks  
**Attachments:** DSCN2058.jpg; DSCN2059.jpg; DSCN2057.jpg

I spoke to Peter Allie today. He would like to have the asphalt fixed at the rail road tracks. He NEA look at them but he thought it should be the cities work to deal with the Rail Road and because it is in the right of way. Peter said he would help to pay for it because of the truck traffic.

Attached are some pictures.

### ***Matt Smits***

Engineering/Stormwater Technician  
900 Quay Street City of Manitowoc  
920-686-6910 Office 920-374-0088 Cell

## Greg Minikel

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**From:** Kim Lynch  
**Sent:** Wednesday, July 02, 2014 11:53 AM  
**To:** Greg Minikel; Steve Corbeille  
**Cc:** Dan Koski; Matt Smits; Sonja Birr  
**Subject:** RE: S. 16th St. - Revenue from Rock Hauling

The money is waiting to be used as specified in the CUP with Michels. I believe you just need to let the PI committee know your intent and let them bless the project telling them the details you described. I'm going to move that money out of that deferred status and list it on our capital sheets.

## Kim Lynch

Business Manager, City of Manitowoc  
900 Quay Street  
Manitowoc, WI 54220  
(920) 686-6962

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**From:** Greg Minikel  
**Sent:** Wednesday, July 02, 2014 10:47 AM  
**To:** Kim Lynch; Steve Corbeille  
**Cc:** Dan Koski; Matt Smits; Sonja Birr  
**Subject:** RE: S. 16th St. - Revenue from Rock Hauling

Kim/Steve:

How would we go about getting authorization to use that money??

I would assume that one of the Committees or the Council would have to approve the expenditure of the funds.

Northeast Asphalt (NEA) has submitted a quote/proposal for the work.

For 5 inch asphalt pavement, the cost is \$45.55/SY

There is 100 SY of pavement that would be City Centre's (Peter Allie) responsibility north of the tracks and the City would have 171 SY of pavement (south of the tracks) to pay for. This comes to \$7,789 for the City which is slightly higher than what we have in the rock hauling account. I talked to Peter Allie and he would be willing to pay the extra \$300 if necessary. However, he stated that they are hauling a lot of rock this year, so by the time we do this project, the account will likely have the extra \$300.

Since, this work is under the \$25K bidding threshold we could just do a Class I Notice and contract.

Another option would be for Peter Allie to hire NEA and have them perform all the work and then we could just send Peter Allie the money for the City's share. Although, this would likely require an agreement as well.

We are still working with the RR on permitting and flagging issues.

I will assume that we will take this unbudgeted request to our oversight committee on July 14<sup>th</sup>, unless you tell me that there is a different procedure to follow. Thanks.

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**From:** Kim Lynch  
**Sent:** Monday, June 16, 2014 10:09 AM  
**To:** Greg Minikel  
**Cc:** Dan Koski; Matt Smits  
**Subject:** RE: S. 16th St. - Revenue from Rock Hauling

There is \$7494.35.

## **Kim Lynch**

Business Manager, City of Manitowoc  
900 Quay Street  
Manitowoc, WI 54220  
(920) 686-6962

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**From:** Greg Minikel  
**Sent:** Monday, June 16, 2014 10:06 AM  
**To:** Kim Lynch  
**Cc:** Dan Koski; Matt Smits  
**Subject:** S. 16th St. - Revenue from Rock Hauling

Kim,

Do you know if the City has any funds in the account where we get \$0.05/ton from the rock hauling on South 16<sup>th</sup> St. into the City Centre Property??

The asphalt pavement at the railroad tracks is deteriorating and needs to be replaced, but we do not have anything in the 2014 budget for this work.

Let me know. Thanks.

## Greg Minikel

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**From:** Matt Smits  
**Sent:** Wednesday, July 02, 2014 11:53 AM  
**To:** pcallie@comcast.net; jreesman@neasphalt.com  
**Cc:** Greg Minikel; Dan Koski; aaron.knuth@cn.ca; jackie.macewicz@cn.ca  
**Subject:** RE: S 16th street asphalt

I spoke to Jackie Macewicz from the RailRoad today. she said that they would waive the flagging fees as long as we set it up through Aaron Knuth. She also said NEA would not need Rail Road insurance only their own policy.

Aaron said to work with his foremen Craig Anhalp phone number is (920)579-0970. He would like a call at least a week ahead of time once NEA has a scheduled day for the work.

I hope this sounds right Aaron and Jackie. If not please let me know.

Thanks

### ***Matt Smits***

Engineering/Stormwater Technician  
900 Quay Street City of Manitowoc  
920-686-6910 Office 920-374-0088 Cell

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**From:** Matt Smits  
**Sent:** Tuesday, June 17, 2014 12:52 PM  
**To:** pcallie@comcast.net; 'jreesman@neasphalt.com'  
**Cc:** Greg Minikel; Dan Koski  
**Subject:** S 16th street asphalt

Hi Peter

Here are the areas Jeff and I looked at replacing.

The City right of way only goes to the center of the tracks.

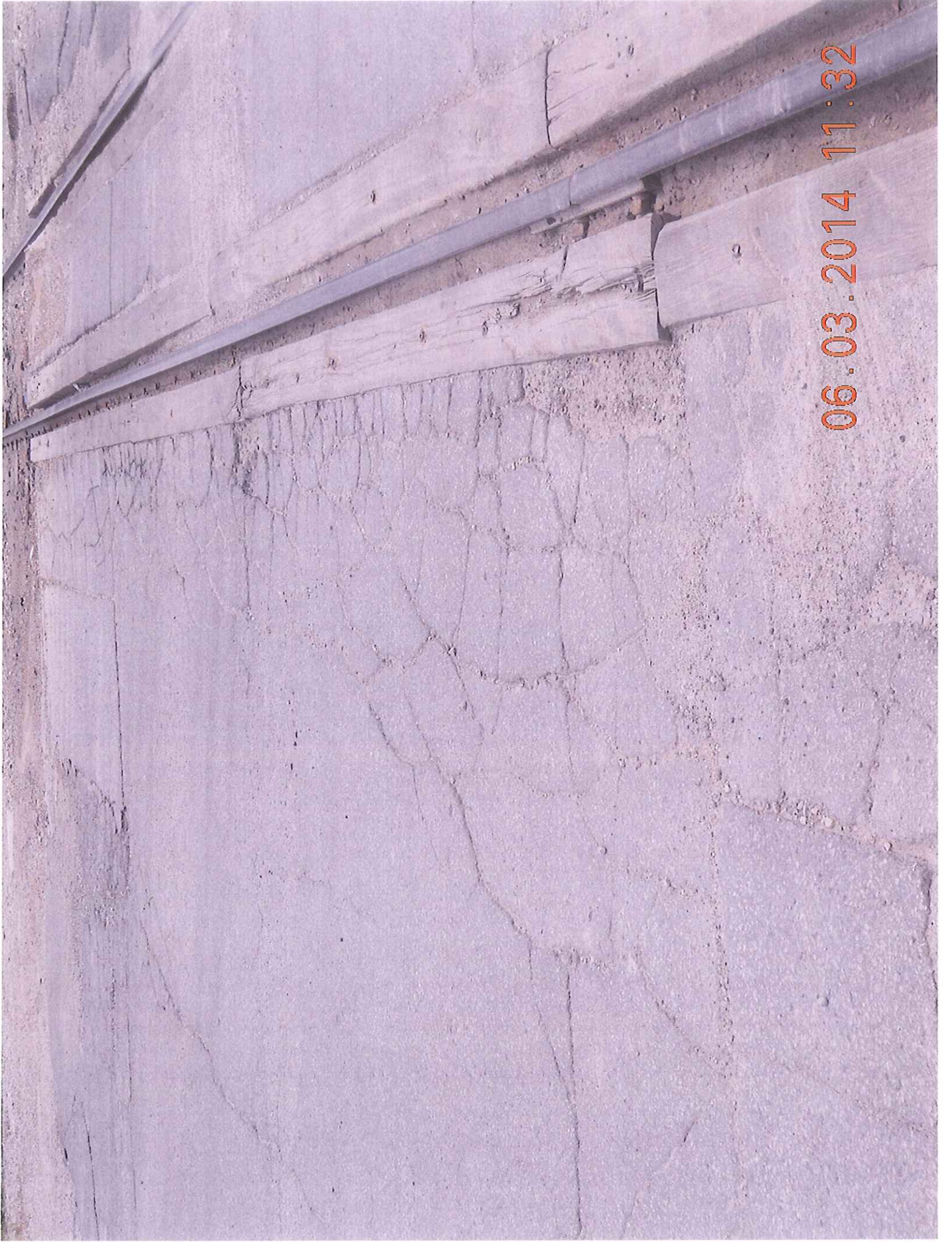
While I was there I noticed an additional area that you may want to asphalt. It is the area behind the sidewalk going to the first driveway south of the tracks. The gravel washed out and filled up the cities inlet. See attached pictures. Jeff and I did not measure this area up because I didn't know it was yours also.

Jeff we will need a price for this work as we discussed. Once we get a price we can work out the details with the railroad and funding.

Thanks

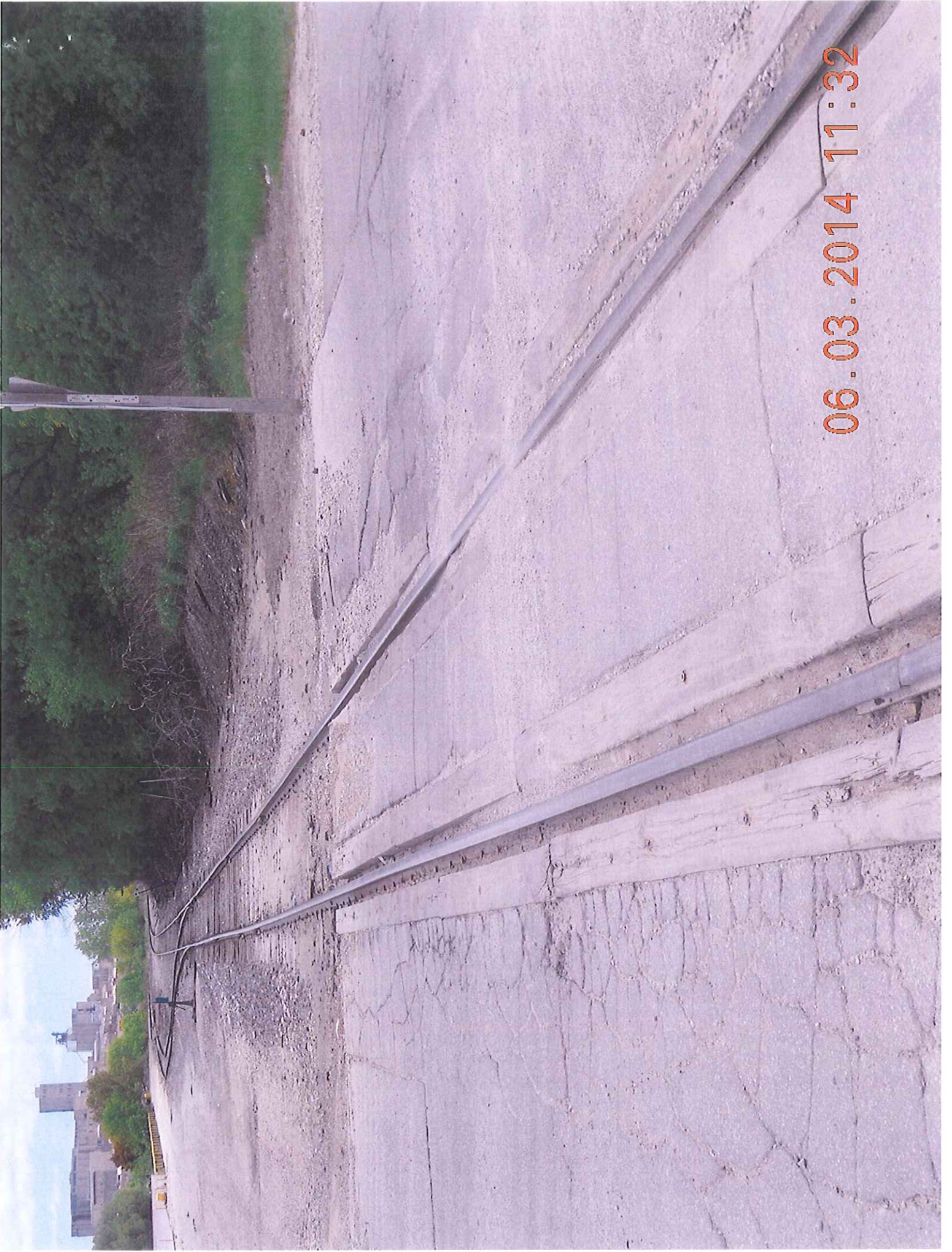
### ***Matt Smits***

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06.03.2014 11:32





06.03.2014 11:32