

Agenda
Special Meeting
Public Works Committee

625 52nd Street, Room 202
Monday, April 15, 2024
6:45PM

Chairperson Jack Rose
Vice Chairperson David F. Bogdala
Alderman Anthony Kennedy

Alderman David Mau
Alderman Dominic Ruffalo
Alderman Bill Siel

Call to Order
Roll Call
Citizens Comments

1. Change Order 1 for Project 22-1424 Southport Beach House Phase 4 Interior Renovations (7835 Third Avenue). (District 3) (Parks Approved Ayes 4, Noes 0) **Pgs. 1-9**
2. Change Order 1 for Project 23-1424 Southport Beach House Phase 5 Exterior Renovations (7835 Third Avenue). (District 3) (Parks Approved Ayes 4, Noes 0) **Pgs. 10-15**

ALDERPERSONS' COMMENTS

IF YOU ARE DISABLED AND NEED ASSISTANCE, PLEASE CALL 262-653-4050 BY NOON BEFORE THIS MEETING TO MAKE ARRANGEMENTS FOR REASONABLE ON-SITE ACCOMMODATIONS.

MEMO

TO: Alderman Eric Haugaard, Chairman, Parks Commission
Members of Parks Commission

Jack Rose, Chairman, Public Works Committee
Members of the Public Works Committee

FROM: Mike Maki, AICP, Sr. Community Development Specialist, City Development *MM*

RE: Change Order 1 for Project 22-1424 Southport Beach House, Phase 4 Interior Renovations
(7835 Third Avenue). (District 3)

DATE: Apr 3, 2024

Background Information

The attached change order request pertains to an increase in the contract price and an extension of the contract period for Project No. 22-1424, Southport Beach House, Phase 4 Interior Renovations.

This change is for two changer orders submitted by the contractor, Berglund Construction. The first change order is for permit fees that were not originally part of the contract. The second changer order is for new window cages to help protect the newly installed ballroom windows.

The change order reflects a contract price increase of \$20,000, which is within budgeted funds for the project.

Please contact Mike Maki at mmaki@kenosha.org if you have any questions.

Recommendation: Staff recommends approval of the change order to extend the contract period and to increase the contract price.

THE CITY OF KENOSHA

CHANGE ORDER

Project Name: Southport Beach House, Phase 4 Interior Renovations

Project Number: 22-1424

C.I.P. Line Item: PK-18006

Purchase Order #: 220839

Contractor: Berglund Construction Company

Public Works Committee Action: 4/08/2024

Finance Committee: 4/15/2024

Date of Common Council Action: 4/15/2024

City and contractor agree that the above contract is amended by **increasing** the amount of the contract by **\$20,000 (\$18,55724 for change orders and an additional \$1,442.76 for contingency)** from **\$389,950.00** to **\$409,950**. This amendment shall have the effect of **increasing** the date of project completion to **May 31, 2024**. This amendment is needed for additional permit costs and window grate alterations.

This change order is approved by:

CONTRACTOR

CITY OF KENOSHA, MAYOR

DATE

DATE



March 18th, 2024

PCO # 11 – REFURBISH WINDOW GRATES

PCO TYPE: OWNER CHANGE (“99”)

To: Mr. Mike Maki
City of Kenosha, Wisconsin
625 52nd Street, Room 308
Kenosha, WI 53140
Phone: 262-653-4038
E-mail: mmaki@kenosha.org

RE: Southport Beach House Phase 4
Kenosha, WI

BCC PROJECT #: 122023-
ARCHITECT PROJECT #: N/A

Dear Mr. Maki:

We are pleased to submit our proposal to complete the following work:

Refurbish, repair, repaint, and install seven existing metal window grates. The proposal includes creating new openings in grates and installing polycarbonate panels. Includes a credit to omit interior window screening and install aluminum mesh screening in the metal window grates.

SCHEDULE DELAYS/ADDITIONAL DAYS TO CONTRACT TIME: 0

BERGLUND & SUBCONTRACTOR WORK:

CO Item #	CO Item Description	CO Item Notes	Subtotal
1	Refurbish Grates	Includes screening	\$ 19,399.00
2	Omit Interior Screening	(Credit)	(\$ 6,974.00)
3	Markup		\$ 1,242.50
3	Insurance and Bond		\$ 343.74

REQUEST FOR CHANGE ORDER TOTAL: \$ 14,011.24

BERGLUND CONSTRUCTION COMPANY	ENGBERG ANDERSON	<i>Authorized:</i> CITY OF KENOSHA
By: _____	By: _____	By: _____
Printed Name: John Padberg	Printed Name: _____	Printed Name: _____
Title: Project Executive	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Chris Byers

From: Alex Schwanke <a.schwanke@duwemetal.com>
Sent: Tuesday, January 30, 2024 11:40 AM
To: Chris Byers
Subject: RE: window grates

Hi Chris,

Our Price to repair and modify (7) window grates is \$6,802.00.

Delivery
\$300

Tax and delivery are not included.

In this case I am thinking making new ones might be a better option for longevity.

That price is \$8,388.00.

Tax and delivery are not included. These will be powder coated.

Feel free to call with any questions.

Kind regards,

Al Schwanke

Estimator/PM

O: (262) 781-5775

M: (262) 470-9413

a.schwanke@duwemetal.com



Certified Disadvantaged Business (DBE)
Certified Woman-Owned Business (WBE)



From: Chris Byers <cbyers@berglundco.com>
Sent: Monday, January 22, 2024 8:26 AM
To: Alex Schwanke <a.schwanke@duwemetal.com>
Subject: RE: window grates

Hi Al,

The City of Kenosha has some new ideas for the window grates. Please take a look at the attached and let me know if you have questions.

Thanks,

Chris Byers

Project Manager

BERGLUND CONSTRUCTION

berglundco.com

M: [262-483-6180](tel:262-483-6180)



**W227 N4755 Duplainville Road
Pewaukee, WI 53072
Ph: (262) 650-7200
Fx: (262) 650-7210**

To: Berglund Construction
Attn: Chris Byers
Re: Southport Beach House

Date: 2.28.2024

Metal grillwork with plexiglass insert with screening material where area that don't revived the Plexiglass. Screening will be aluminum mesh.

Final Price: \$9897

If interior screen isn't required, please deduct \$6,974 to the final price.

Please add \$2,400 for installation

Qualifications: Make sure that there is adequate anchoring to support metal grill if KD glass is going to install

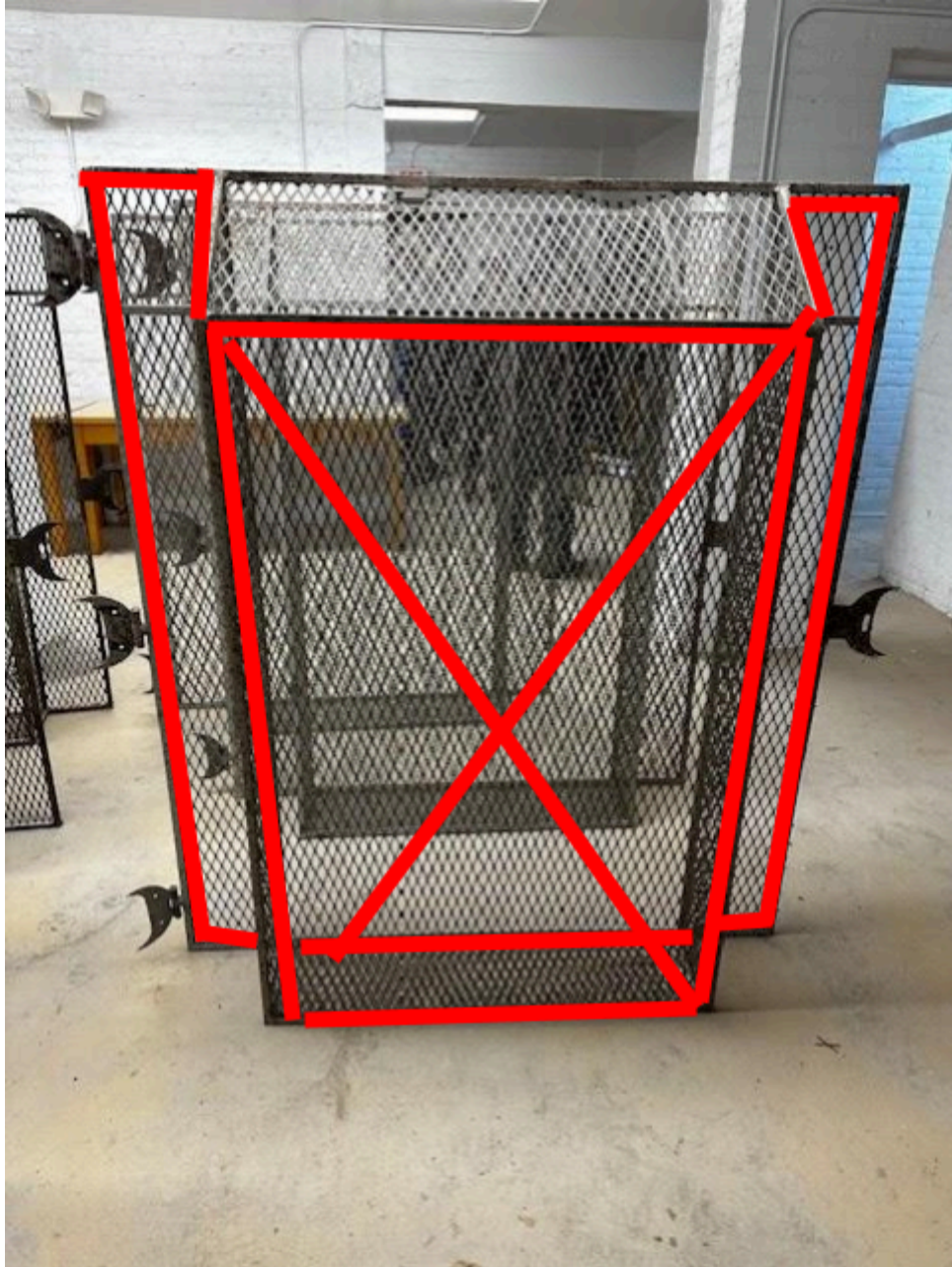
Respectfully Submitted,

Matt Longley

Matt Longley
Project Manager

Existing Window Grills





Modified Grills



October 26th, 2023

PCO # 10 – ALTERATION PERMIT

PCO TYPE: OWNER CHANGE (“99”)

To: Mr. Mike Maki
City of Kenosha, Wisconsin
625 52nd Street, Room 308
Kenosha, WI 53140
Phone: 262-653-4038
E-mail: mmaki@kenosha.org

RE: Southport Beach House Phase 4
Kenosha, WI

BCC PROJECT #: 122023-
ARCHITECT PROJECT #: N/A

Dear Mr. Maki:

We are pleased to submit our proposal to complete the following work:

Provide alteration permit.

SCHEDULE DELAYS/ADDITIONAL DAYS TO CONTRACT TIME: 0

BERGLUND & SUBCONTRACTOR WORK:

CO Item #	CO Item Description	CO Item Notes	Subtotal
1	Alteration Permit		\$ 2,746.00
2	Markup		\$ 0.00
3	Insurance and Bond		\$ 0.00

REQUEST FOR CHANGE ORDER TOTAL: \$ 2,746.00

BERGLUND CONSTRUCTION COMPANY

ENGBERG ANDERSON

Authorized:
CITY OF KENOSHA

By: _____

By: _____

By: _____

Printed Name: John Padberg

Printed Name: _____

Printed Name: _____

Title: Project Executive

Title: _____

Title: _____

Date: _____

Date: _____

Date: _____

CITY OF KENOSHA
Department of Community Development and Inspections
625 52nd Street, Room 100
Kenosha, WI 53140

PHONE: 262.653.4263 • FAX: 262.653.4254

COMMERCIAL ALTERATION PERMIT# 195953

BERGLUND CONSTRUCTION
1650 MILLER PARK WAY
MILWAUKEE, WI 53214

Contractor Type:
License #
Phone: 262.483.6180

PROJECT INFORMATION

PROPERTY OWNER/PROJECT NAME:

CITY OF KENOSHA
625 52ND STREET ROOM 308
KENOSHA, WI 53140
262.653.4038

Project Address: 7501 2ND AVENUE

Business Name:

Parcel No.: 06-123-08-226-001

Date Issued: 03/24/23

Construction Type: EXISTING BUILDING

Total Permit Fee: \$2,746.00

Receipt Number: 33121

Paid by: BERGLUND

- **Work must begin within sixty (60) days.**
- **Work must be complete on one-family, two-family and multi-family new dwellings within one (1) year.**
- **Work must be complete on residential additions, residential alterations, electric, plumbing, HVAC, and accessory buildings within six (6) months.**
- **Work must be complete on new construction or additions to public buildings within two (2) years.**
- **Fence installation shall be completed within one-hundred and eighty (180) days from issuance of permit.**

----- D U P L I C A T E C O P Y -----

THIS PERMIT MUST BE POSTED AS TO BE VISIBLE FROM THE STREET

MEMO

TO: Alderman Eric Haugaard, Chairman, Parks Commission
Members of Parks Commission

Jack Rose, Chairman, Public Works Committee
Members of the Public Works Committee

FROM: Mike Maki, AICP, Sr. Community Development Specialist, City Development *MM*

RE: Change Order 1 for Project 23-1424 Southport Beach House, Phase 5 Exterior Renovations
(7835 Third Avenue). (District 3)

DATE: Apr 3, 2024

Background Information

The attached change order request pertains to an increase in the contract price and an extension of the contract period for Project No. 23-1424, Southport Beach House, Phase 5 Exterior Renovations.

This change is for a change order for replacement of concrete coping blocks on top of the two courtyard walls. The base bid anticipated that only one-half of the coping blocks would need to be replaced. After removal by the contractor, almost all will be required to be replaced. New limestone pieces are slightly more expensive than pre-cast concrete, so it is being recommended to replace with limestone.

The change order reflects a contract price increase of \$7,000, which is within budgeted funds for the project.

Please contact Mike Maki at mmaki@kenosha.org if you have any questions.

Recommendation: Staff recommends approval of the change order to extend the contract period and to increase the contract price.

Public Works Committee Item 2.

April 15, 2024

THE CITY OF KENOSHA

CHANGE ORDER

Project Name: Southport Beach House, Phase 5 Exterior Renovations

Project Number: 23-1424

C.I.P. Line Item: PK-18006

Purchase Order #: 230870

Contractor: Berglund Construction Company

Public Works Committee Action: 4/08/2024

Finance Committee: 4/15/2024

Date of Common Council Action: 4/15/2024

City and contractor agree that the above contract is amended by **increasing** the amount of the contract by ***\$7,000 (\$4,865.87 for change orders and an additional \$2,134.13 for contingency)*** from ***\$500,000.00*** to ***\$507,000***. This amendment shall have the effect of **increasing** the date of project completion to **June 30, 2024**. This amendment is needed to fully fund concrete step repairs after a change order for limestone wall coping.

This change order is approved by:

CONTRACTOR

CITY OF KENOSHA, MAYOR

DATE

DATE



February 27th, 2024

PCO # 01 – COPING CAP REPLACEMENT

PCO TYPE: OWNER CHANGE ("99")

To: Mr. Mike Maki
City of Kenosha, Wisconsin
625 52nd Street, Room 308
Kenosha, WI 53140
Phone: 262-653-4038
E-mail: mmaki@kenosha.org

RE: Southport Beach House Phase 5
Kenosha, WI

BCC PROJECT #: 123021
ARCHITECT PROJECT #: N/A

Dear Mr. Maki:

We are pleased to submit our proposal to complete the following work:
Provide all new limestone wall coping caps to replace all existing copings.

SCHEDULE DELAYS/ADDITIONAL DAYS TO CONTRACT TIME: 0

BERGLUND & SUBCONTRACTOR WORK:

Table with 4 columns: CO Item #, CO Item Description, CO Item Notes, Subtotal. Rows include Limestone Coping Caps, Markup, and Insurance and Bond.

REQUEST FOR CHANGE ORDER TOTAL: \$ 4,865.87

BERGLUND CONSTRUCTION COMPANY

ENGBERG ANDERSON

Authorized:
CITY OF KENOSHA

By: [Signature]

By: [Signature]

By: Michael Maki

Printed Name: John Padberg

Printed Name:

Printed Name: Michael Maki

Title: Project Executive

Title: PM

Title: City Project Manager

Date:

Date: 02.27.24

Date: 02/29/2024



Gary Galassi

Stone & Steel

44 E. Devonwood Ave.

Romeoville, IL 60446

Ph: 815-886-3906 Fax: 815-886-4461

www.ggsas.com

Proposal # 24-061 Berglund

February 5, 2024

John McHugh
773-449-2205
jmchugh@berglundco.com

Southport Beach House
Kenosha, WI

Indiana Limestone: *Standard Buff*

(1)	120'-0" x 1'-4" x 3 3/8"	Wall Coping – smooth	\$5,130.00
(2)	3'-4" x 1'-4" x 3 3/8"	Ramped Coping – smooth	\$2,250.00

Sub Total:	\$7,380.00
Shipping:	\$ 750.00
<u>Field Measure</u>	<u>\$ 500.00</u>
Total:	\$8,630.00

*Tax Exempt w/ certificate

TERMS AND CONDITIONS

Seller shall not be bound by any document other than the Agreement and any schedules attached thereto.

Acceptance of proposal requires signature below. Proposal good for 180 days.

A 50% deposit is due prior to shop drawings or stone fabrication.

Pricing above includes one set of shop drawings, where applicable. Production of stone will be scheduled once the customer approves the shop drawings and proposals in writing. Shop drawings will begin once the proposal is approved in writing, unless the customer pays for shop drawings in advance.

Seller shall perform all Work in accordance with this Agreement.

Seller shall complete its work under this Agreement. If Seller fails to prosecute the Work diligently and properly, under the terms of this Agreement, Seller must be given written notice 72 hours before any such action can be implemented, and such notice must detail the reason(s) therefor. Furthermore, if Seller is making all reasonable and diligent efforts to correct the circumstance(s) identified in the aforesaid notice, Buyer shall not take any action. Seller shall not be obligated to correct any improper or defective Work or material discovered during the actual performance of the Work or during any applicable warranty period that was caused by Buyer, General Contractor, Owner, Architect or by any third parties. **The Seller warrants its work against all deficiencies and defects in materials and/or workmanship without cost to Buyer, General Contractor or Owner, for the period of one year (“Warranty Period”) from the date of substantial completion of all or a designated portion of Seller’s Work.**

Buyer shall make any Progress Payments to Seller no later than 90 days following Subcontractor’s submission of its pay application, regardless of whether General Contractor or Owner has paid Buyer. Buyer shall not unreasonably withhold acceptance of Seller’s work. Buyer shall pay Seller its final Payment for its work, no later than 90 days after submission of Seller’s final pay application. No payment due Seller shall be subject to Buyer having first received payment from the General Contractor or Owner. This Agreement is not subject to a pay when paid clause or a pay if paid clause.

Seller shall not perform any change in the work unless it has received a change order or field order in writing, subject to the sole approval of Seller, and signed by Buyer prior to performing such change. The contract price will not be revised due to any change of the work, including extra work, except as expressly provided in the written change order. No time extension shall be granted to Seller because of a change order unless it is expressly stated therein.

In the event Seller’s performance of this Contract is delayed or interfered with by acts of the Buyer, Owner, General Contractor, subcontractors or suppliers, it may request an extension of the time for the performance of its work and may be entitled to an increase in the contract price or to damages or additional compensation as a consequence of such delays or interference.

Buyer shall indemnify, defend, and save harmless Seller, its successors and assigns from any and all claims, suits or liability for damages to property including losses of use thereof, injuries to persons, including death and from any other claims, suits or liability on account of acts or omissions of Buyer or any of its subcontractors, suppliers, officers, agents, employees or servants, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder; provided, however, Buyer’s duty hereunder shall not arise if such claims, suits or liability, injuries or death or other claims or suits are caused by the sole negligence of Seller. Buyer’s obligation hereunder shall not be limited by the provision of any Workers’ Compensation act or similar statute.

In the event that Buyer fails to so defend, indemnify, and save Seller harmless, for any default or failure to perform any of

its obligations under the Agreement, Seller shall have full rights to defend, pay or settle any claim, action, liability, loss, damage, or suit on its behalf without notice to the Buyer and with full rights to recourse against Buyer for all fees, costs, expenses, and payments made or agreed to be paid to discharge said claim.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois. This Agreement is non-assignable by Buyer except by the express written consent of Seller.

If either party fails to perform any of its obligations hereunder or if a dispute arises between the parties hereto, then the defaulting party or the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party on account of such default, and/or in enforcing or establishing its rights hereunder, including, but not limited to that party's court costs and attorneys' fees.

This Agreement supersedes all previous understandings and agreements and constitutes the entire agreement between Seller and Buyer. This Agreement shall be binding upon and shall inure to the benefit of both Seller and Buyer and their respective heirs, personal representatives, successors, and assigns.

Seller agrees that it is and will remain during the performance of this Contract, an independent contractor.

All notices shall be in writing addressed to the parties at the addresses set out in this Contract unless subsequently changed in conformance with this notice provision and shall be considered as delivered on the third business day after the date of mailing if sent certified mail or when received in all other cases, including telecopy or other printed electronic medium or personal delivery.

TERMS AND CONDITIONS ACCEPTED:

Seller: _____
Gary Galassi & Sons, Inc.
d/b/a Gary Galassi Stone & Steel

Buyer: _____

By: _____

By: _____

Its: _____

Its: _____

Dated this ____ day of _____, 2022.