

**PARK AND RECREATION BOARD AGENDA  
MONDAY FEBRUARY 4, 2019  
7:00 PM  
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE**

**Call to Order**

**Public comments for those items not included on this agenda:** (Please be advised the Park and Recreation Board will receive information from the public for a three minute time period per person with time extensions per the Park and Recreation Chairperson's discretion. Be it further advised that there may be limited discussion on the information received, however, no action will be taken under public comments.)

1. Consideration of a motion to approve Park and Recreation Board minutes of the January 7, 2019 meeting.

**Public Works Items**

2. Discussion and possible consideration of Discussion and possible consideration for donation of an 80' flag pole and large American flag at Hartbrook Park.
3. Discussion and possible consideration of use of the Fine Arts Center by The Augustine Academy June 4, 2019 with the ability to bring in food trucks and possibly sell craft/flower garlands.
4. Discussion and possible consideration of field reservations and fees.
5. Discussion and recommendation of replacement bridges for recreational trails.

**Other items for consideration**

6. Announcements: It is not contemplated that these matters will be discussed or acted upon and may include items for future consideration. The following individuals may provide announcements: Park and Recreation Board members or other Village Staff members.
7. Adjourn

Deidre Bush y  
Deputy Clerk

Notice: Please note that upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Darlene Igl, Village Clerk, at (262)367-2714. The Municipal Building is handicap accessible.

**PARK AND RECREATION BOARD MINUTES**  
**MONDAY, JANUARY 7, 2019**  
**7:00 PM**  
**BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE**

Present: Peggy Kallenberger, Dick Landwehr, Tim Hallquist, Curt Gundrum, Vicki Mitchell, Duane Lawson and Tina Bromberger

Others: Mike Gerszewski

**7:00 PM Call to Order**

**Public comments for those items not included on this agenda:** (Please be advised the Park and Recreation Board will receive information from the public for a three minute time period per person with time extensions per the Park and Recreation Chairperson's discretion. Be it further advised that there may be limited discussion on the information received, however, no action will be taken under public comments.)

**1. Consideration of a motion to approve the Park and Recreation Board minutes of the November 5, 2018.**

Motion (Landwehr/Gundrum) to approve the November 5, 2018 Park and Recreation Board minutes. Carried (7-0).

**Public Works Items**

**2. Discussion and possible consideration of 2019 Hartland Kids Day at Nixon Park on Wednesday July 31, 2019.**

Erin Guenterberg owner of Lake Country Family Fun was present and gave a brief recap of the 2018 Hartland Kids Day event. She said over 85 businesses participated last year, thousands of people attended and they made major donations to the Backpack Coalition of Waukesha County.

She said this year the event will take place on July 31<sup>st</sup> at Nixon Park from 9am-2pm. She said one of the biggest problems they run into is parking and she will be asking again that the police put up no parking signs on Park Avenue. She said she is going to ask Dousman Transport to see if they will provide a shuttle bus service.

Lake Country Family Fun will provide an insurance binder, contact digger's hotline prior to the event, repair any divots in the grass and staff & volunteers run the event along with manning all areas. They will work with the Hartland P.D. to place no parking signs on the east side of Park Avenue to alleviate traffic congestion.

Motion (Landwehr/Kallenberger) to approve the 2019 Hartland Kids Day. Carried (7-0).

**3. Discussion and possible consideration for use of Centennial Park for a Ragnar Run May 17-18, Katie Seely.**

Hallquist said the Ragnar Run is a relay race that will come into Hartland during the night and will just be using the parking lot at Centennial Park. Operations Supervisor Gerszewski said the route was changed because he and the Police Chief did not think running on the path behind houses at night was a good idea, so the route was altered to take place all on roads instead of part of it on the trail. There was brief discussion on the relay race. Operations Supervisor Gerszewski said the Ragnar Run people will handle all the logistics.

Motion (Kallenberger/Lawson) to approve the use of Centennial Park for a Ragnar Run on May 17-18. Carried (7-0).

**4. Discussion and possible consideration of banners and advertising space at the park.**

Operations Supervisor Gerszewski said he has not gotten feedback from Administrator Cox yet. Hallquist said he has gotten feedback from Pfannerstill and that he is very much for the policy. Operations Supervisor Gerszewski said they will make a recommendation to groups that want to put up banners/signs on how they want them placed. There was brief discussion on the banners and advertising space. It will be going to the Village Board for approval with restrictions.

Motion (Hallquist/Landwehr) to approve the policy for banners and advertising space at the park. (7-0).

**Other items for consideration**

**5. Announcements: It is not completed that these matters will be discussed or acted upon and may include items for future consideration. The following individuals may provide announcements: Park and Recreation Board members or other Village Staff members.**

Hallquist said he would like to be on the agenda for next month to look at field reservations and fees. Operations Supervisor Gerszewski said the next seasonal park person in charge of the seasonal help will be Jake Schlafer.

**6. Adjourn**

Motion (Landwehr/Gundrum) to adjourn. Carried (7-0). Meeting adjourned at 7:34 PM.

Respectfully submitted  
By Recording Secretary,  
Deidre Bushey  
Deputy Clerk

**PARK BOARD  
APPLICATION FOR PLACEMENT ON AGENDA FOR ACTION PLAN APPROVAL**

Location of Work <u>HARTBROOK PARK OR SHY 16 CORRIDOR</u>			
Group Sponsoring Work <u>HARTLAND-LAKE COUNTRY ROTARY CLUB</u>			
Contact Person <u>BOB MALLOW, PRESIDENT</u>	Phone <u>362-367-8210</u>	EMAIL <u>R.MALLOW@AMFAM.COM</u>	
Address <u>PO BOX 315</u>	City <u>HARTLAND</u>	State <u>WI</u>	Zip <u>53029</u>
Alternate Contact Person <u>NONE AT THIS TIME</u>			
Address	City	State	Zip
Comments: <u>DONATION TO THE VILLAGE OF HARTLAND</u>			
Contractor Name <u>FLAG CENTER</u>		Phone <u>414-278-1776</u>	EMAIL <u>FLAGCENTER.NET</u>
Address <u>2954 N 117TH ST, WAUWATOSA</u>		State <u>WI</u>	Zip <u>53222</u>
Insurance <u>WILL BE PROVIDED WHEN CONTRACT IS SIGNED</u>			
Contractor Name		Phone	EMAIL
Address	City	State	Zip
Insurance			

Any group or individual desiring to do any work in any Village Park must submit an "Action Plan" for Park Board approval.

The Park Board meets on the **first Monday of the month at 7:00 p.m.** in the Village Board Room of the Hartland Municipal Building located at 210 Cottonwood Avenue in the Village of Hartland.

The **DEADLINE** for submitting information to Village Hall for the agenda is on the **fourth Monday of the month at 4:30 p.m.** All of the following information must be received prior to the deadline to be considered for the agenda. Anything received after the deadline will be put on the following month's agenda.

All plans, narratives, drawings, etc. must be submitted with ten (10) copies by the deadline.

**Items to be submitted in the Action Plan:**

1. Detailed description of what work is to be performed and by whom--volunteer/contractor.
2. Any literature or brochures for equipment to be installed or used in the Park System.
3. Any detailed drawings of equipment to be installed.
4. The time frame of work.
5. The responsibility to be assumed by DPW/work to be assumed by the group (be specific).
6. Copy of any proposal(s) received by the group from contractors/suppliers.
7. Copy of drawings/plans/specifications for Building Inspector to review (if needed).
  8. Map showing location of work including dimensions.
  9. Narrative/draft agreement regarding long term maintenance.
  10. Estimated cost of work/improvement(s).

**NOTE:** Approval by the Park Board is not permission to begin construction. The Department of Public Works must be informed 72 hours prior to commencement of work. All permits must be in order. Diggers Hotline must be contacted 72 hours prior to commencement of work for utility locates.

Date Applied: \_\_\_\_\_ Date of Meeting: \_\_\_\_\_ Approval \_\_\_\_\_



## Deidre Bushey

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**From:** Kelli Yogerst  
**Sent:** Thursday, January 03, 2019 1:13 PM  
**To:** Deidre Bushey; Mike Gerszewski  
**Subject:** FW: Tall American Flag & Pole  
**Attachments:** scan.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Deidre,

Please put this item on the agenda for the February Park and Rec meeting. Mike G, do they need to include anything else?

Kelli Yogerst, Recreation Director  
Village of Hartland  
210 Cottonwood Ave  
Hartland, WI 53029  
(262)367-0352

Hartland Recreation Department now has their own [Facebook](#) page.  
Like and follow us to stay up to date on what is happening in the Rec. Dept.  
We will also post on our [Facebook](#) page if a class is canceled or relocated due to the weather

**From:** Mallow, Robert L [mailto:RMALLOW@amfam.com]  
**Sent:** Thursday, January 03, 2019 1:01 PM  
**To:** David Cox <davidc@VillageofHartland.com>; Kelli Yogerst <kelly@VillageofHartland.com>; Mike Gerszewski <MikeG@VillageofHartland.com>  
**Cc:** Thompson, Melissa <thompson@swallowschool.org>; G Schilling <gschilling@hartlake.org>  
**Subject:** Tall American Flag & Pole

David, Kelli, & Michael – I am submitting an application for placement on the agenda for your February 4, 2019 Park Board Meeting. As a community project the Hartland – Lake Country Rotary Club would like to erect an 80' flagpole at the Hartbrook Park or SHY 16 corridor. We will need your OK to proceed. The contractor with the preliminary pricing would be the Flag Center, 2954 N 117<sup>th</sup> St, Wauwatosa, WI 53222. There are no drawings at this time, and with the go ahead from your committee, we would have this as a drawing/design project for the Hartland Area Schools. The Flagpole would be donated to the Village of Hartland for ownership, maintenance, and insurance coverage, with the Hartland – Lake Country Rotary Club assuming future flag replacement costs. I have attached the current proposed installation cost of \$15,550.00, plus an estimated \$5,000.00 for benches and landscaping. Please let me know if you have any other questions.

Bob Mallow  
President  
Hartland – Lake Country Rotary Club

**VILLAGE OF HARTLAND  
FINE ARTS CENTER RESERVATION APPLICATION  
2017**

210 Cottonwood Avenue Hartland, WI 53029 Phone 262-367-2714 FAX 262-367-2430

Organization or Individual's Name: The Augustine Academy  
 Name of Person In Charge: Erika Marcott  
 Telephone Number:(Home) \_\_\_\_\_ (Work) 262-361-3322 (EMAIL) emarcott@augustineacademy.com  
 Address: PO Box 180066 Delafield, WI 53018  
Street/Mailing Zip Code  
 If Above Person Cannot Be Reached: Lyn Reiter  
 Telephone Number:(Home) \_\_\_\_\_ (Work) \_\_\_\_\_ (EMAIL) info@augustineacademy.com  
 Address: same as above  
Street/Mailing Zip Code  
 Name of Group, Performer: The Augustine Academy  
 Description of Entertainment: Shakespeare Play  
 Is Sponsor Classified as Non-Profit: yes

Other Permits Required: Beer  Shelter  Other  None

Date Paid: 1/25/19 Fee Paid 219.85 Deposit Paid 100.00 Receipt Number 204007  
 Total 219.85

FEES	Resident	0 - 50	51 - 100	101 - 200	201 +
			\$66.00+ 3.37	\$84.15+ 4.30	\$108.35+ 5.54
	Non Resident	0 - 50	51 - 100	101 - 200	201 +
		\$78.10+ 3.99	\$114.00+ 5.85	\$150.70+ 7.70	\$180.95+ 9.25

Note: Deposit to be paid by all users	0-50	51-100	101-200	201-300	300+
<b>Refundable Deposit Amounts</b>	\$50.00	\$100.00	\$200.00	\$300.00	\$400.00

(Office Use Only)

Permit Number _____	Date of Use	Time of Use	Resident/ Non-Resident	Estimated Attendance	Insurance Certificate Required as Determined by Village (y or n)	Electricity Needed (y or n)	TOTAL FEE/DEPOSIT	Date Issued	Issued By
Fine Arts Center (FAC)	6/4/19	3-8pm	NR	100		Y	219.85		
Food/Beverage Sales at Concession Window?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No								
Sales of Other Items? Describe Items and Point of Sale	Food Trucks (one or two) Possibly have crafts/flower garlands for sale								

I verify the documented information and agree to abide by the Park Board's Policy and Village Ordinances regarding Park Usage.  
Erika Marcott  
 Signature

PLEASE BRING THIS PERMIT WITH YOU TO THE PARK

Project: Village of Hartland Bridge Replacement  
Steel Truss Pedestrian Bridge  
Hartland, WI



Wheeler Lumber LLC  
9531 W 78<sup>th</sup> Street, Ste. 100 | Minneapolis, MN 55344  
Jake Silkey | Sales Engineer  
jsilkey@wheeler1892.com | 262.229.4068

**Prefabricated Steel Truss Recreation Bridge**

*NIXON*

<b>Bridge Size:</b> 30' x 6'	<b>Finish:</b> Weathering (SP 7)	<b>Weld Code:</b> AWS D1.1
<b>Truss Type:</b> Parallel Chord	<b>Web:</b> Pratt	<b>X-Section:</b> Underhung
<b>Live Load:</b> 90 psf	<b>Vehicle Load:</b> 3,000 lbs.	<b>Design Code:</b> AASHTO LRFD
<b>Safety Railing:</b> 42" Horizontal	<b>Rail Spacing:</b> AASHTO	<b>Rail Material:</b> Steel angle
<b>Rub Rail:</b> None	<b>Hand Rail:</b> None	<b>Lifting Weight:</b> 7,100 lbs.
<b>Shipped as:</b> 1 piece(s)	<b>Field Splices:</b> 0	<b>Bearings:</b> Stainless/Teflon
<b>Decking:</b> Wood	<b>Species:</b> SYP	<b>Treatment:</b> MCA

**Additional Notes:** Bridge is shipped with decking installed. Lifting weight is for fully assembled bridge.

Includes a drill and epoxy anchor system (bolts, nuts, washers and epoxy for normal bearing installation). Does not include the cost of unloading, installation, approach railing or substructure design/materials.

**Lump sum / ea... \$20,500.00**

**Prefabricated Steel Truss Recreation Bridge**

*PALMERS*

<b>Bridge Size:</b> 44'8" x 6'	<b>Finish:</b> Weathering (SP 7)	<b>Weld Code:</b> AWS D1.1
<b>Truss Type:</b> Parallel Chord	<b>Web:</b> Pratt	<b>X-Section:</b> Underhung
<b>Live Load:</b> 90 psf	<b>Vehicle Load:</b> 3,000 lbs.	<b>Design Code:</b> AASHTO LRFD
<b>Safety Railing:</b> 42" Horizontal	<b>Rail Spacing:</b> AASHTO	<b>Rail Material:</b> Steel angle
<b>Rub Rail:</b> None	<b>Hand Rail:</b> None	<b>Lifting Weight:</b> 10,100 lbs.
<b>Shipped as:</b> 1 piece(s)	<b>Field Splices:</b> 0	<b>Bearings:</b> Stainless/Teflon
<b>Decking:</b> Wood	<b>Species:</b> SYP	<b>Treatment:</b> MCA

**Additional Notes:** Bridge is shipped with decking installed. Lifting weight is for fully assembled bridge.

Includes a drill and epoxy anchor system (bolts, nuts, washers and epoxy for normal bearing installation). Does not include the cost of unloading, installation, approach railing or substructure design/materials.

**Lump sum / ea... \$25,950.00**

BARK RIVER

**Prefabricated Steel Truss Recreation Bridge**

<b>Bridge Size:</b> 55' x 6'	<b>Finish:</b> Weathering (SP 7)	<b>Weld Code:</b> AWS D1.1
<b>Truss Type:</b> Parallel Chord	<b>Web:</b> Pratt	<b>X-Section:</b> Underhung
<b>Live Load:</b> 90 psf	<b>Vehicle Load:</b> 3,000 lbs.	<b>Design Code:</b> AASHTO LRFD
<b>Safety Railing:</b> 54" Horizontal	<b>Rail Spacing:</b> AASHTO	<b>Rail Material:</b> Steel angle
<b>Rub Rail:</b> None	<b>Hand Rail:</b> None	<b>Lifting Weight:</b> <del>7100</del> lbs. 14000 lbs
<b>Shipped as:</b> 1 piece(s)	<b>Field Splices:</b> 0	<b>Bearings:</b> Stainless/Teflon
<b>Decking:</b> Wood	<b>Species:</b> SYP	<b>Treatment:</b> MCA

**Additional Notes:** Bridge is shipped with decking installed. Lifting weight is for fully assembled bridge.

Includes a bolt on anchor system (bolts, nuts, washers bearing installation) on to steel beams. Does not include the cost of unloading, installation, approach railing or substructure design/materials.

**Lump sum / ea... \$35,200.00**

**DELIVERY:** F.O.B. trucks delivered to jobsite. Freight rates are subject to adjustment if materials are delivered later than 180 days from receipt of order. Delivery is made to a location nearest the site, which is easily accessible to normal over-the-road tractor/trailer equipment. Oversized loads warrant additional consideration and providing suitable access shall be the responsibility of others. All trucks delivering materials will need to be unloaded at the time of arrival. Detailed, written instruction in the proper lifting procedures and splicing procedures (if required) will be provided. The method and sequence of erection shall be the responsibility of others.

Delivery of materials offered within 10 - 12 weeks after approval of plans/shop drawings.

**TERMS:** Subject to credit approval, terms are 25% payment upon approval of shop drawings, net 30 days on balance, 1 ½% per month service charge on past due invoices. Above items may be subject to sales and/or use tax. Sales and/or use tax will be added to invoices as required by statute.

Quoted prices based upon all of the quantities listed in this quotation. If Buyer elects to purchase only a portion of the items quoted, Wheeler shall have the right to adjust its price to reflect the impact of all resulting costs.

This quotation expires in 30 days and prices herein are predicated on material shipping within the standard lead times quoted herein, after receipt of a signed order and/or approval of plan/shop drawings. Any extension of these prices beyond the quotation expiration limit or beyond the standard lead time deliveries quoted herein will only be honored in the event of specific written confirmation by an authorized representative of Wheeler.

Prices quoted apply only to projects specified. This quotation supersedes all previous communications. Acceptance of your purchase order is expressly made conditional on your acceptance of the terms and conditions, including "Warranties" and "Buyer's Remedies", attached by your acceptance of the products herein described or otherwise. Unless timely notice to the contrary is received, the products herein described will be manufactured and delivered in accordance herewith in reliance upon your acceptance of such terms.

### CONDITIONS OF SALE

1. **ACCEPTANCE.** Any quotation, if any, by Seller is merely an invitation for an offer from potential customer(s). All resulting customer offers (orders) are thus subject to acceptance at Seller's offices at the address shown on the face hereof, before any contract is formed. **IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ALL CUSTOMER OFFERS (ORDERS) RESULTING HEREFROM MUST INCLUDE ALL TERMS AND CONDITIONS PRINTED HEREON.**
2. **DRAWINGS AND SPECIFICATIONS - UNSAFE DESIGN - INDEMNITY.** Material shall be fabricated in accordance with design drawings, specifications and detail drawings furnished or approved by Buyer unless otherwise stated on the face of this quotation. If the design drawings and specifications described herein are preliminary or incomplete, Buyer shall promptly furnish drawings and specifications which are complete, final, and bear necessary approval unless expressly agreed to by Seller. Seller assumes no responsibility for the accuracy, completeness, fitness or suitability of designs, drawings or specifications furnished or approved by Buyer, and Buyer agrees to indemnify, defend, and hold Seller harmless against any liability arising or alleged to arise from Seller's compliance therewith, including but not limited to liability for patent infringement.
3. **LIMITED WARRANTIES.** THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS, OR WARRANTIES NOT FULLY EXPRESSED HEREIN. Seller warrants title to and freedom from encumbrance of the products sold hereunder, and Seller warrants that products bought on the basis of the description thereof, as appears or as referred to on the face hereof, are of merchantable quality. **Seller makes no other warranty whatever, express or implied. all implied warranties of merchantability and all implied warranties of fitness for any particular purpose which exceed or differ from the warranties herein expressed are disclaimed by Seller and excluded from agreement.**
4. **LIMITATION OF BUYER'S REMEDIES.** Seller's liability hereunder shall be limited to the obligation to repair or replace products proven to have failed to meet the specification or to have been defective in quality or workmanship at the time of delivery, or allow credit therefore, at its option. Seller's total cumulative liability in any way arising from or pertaining to any products sold or required to be sold under this contract shall not in any case exceed the purchase price paid by the Buyer for such product. **IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, CLAIMS FOR LABOR, OR CONSEQUENTIAL DAMAGES OF ANY OTHER TYPE.** It is expressly agreed that Buyer's remedies expressed in this paragraph are Buyer's exclusive remedies.
5. **LIMITATION OF LIABILITY FOR FAILURE OR DELAY IN DELIVERY.** IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CLAIMS FOR LABOR OR FOR ANY CONSEQUENTIAL OR ANY OTHER DAMAGES RESULTING FROM FAILURE OR DELAY IN DELIVERY. NO DELIVERY DATES ARE GUARANTEED.
6. **FORCE MAJEURE.** In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to delay in delivery or performance, which is 1) due to any act of God, the prior performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood, or other casualty, governmental regulation or requirement, shortage or failure of raw material supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature than those above enumerated, or 2) due to any strike, labor dispute, or difference with workmen, regardless of whether or not Seller is capable of settling any such labor problem.
7. **PASSAGE OF TITLE.** Title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither Buyer nor the consignee shall have the right to divert or reconsign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed Seller reserves the right to select the mode of transportation. If Buyer is unable or unwilling to take delivery of the products within 30 days of the later of (1) the originally scheduled delivery date, or (2) the date Seller makes the products available for shipment, then Seller may at its option transfer title and require payment according to the provisions of paragraph 8 below. **Buyer assumes all benefits and risks of ownership (including risk of fire, theft, or other loss) once title is transferred, whether or not the products have been delivered.**
8. **PAYMENTS.** It is expressly understood and agreed that payment for materials shall be in accordance with payment terms indicated herein, and amounts 30 days or more past due shall be subject to a service charge of 1.5% per month or 18% per annum. If Buyer shall fail to comply with any provision or to

make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer further shipments or, without waiving any other rights it may have, terminate this contract. Buyer agrees to pay all costs of collection including a reasonable attorney's fee in the event it becomes necessary to enforce collection for the amounts reflected on this order. All deliveries shall be subject to the approval of Seller's department. Seller reserves the right before making any delivery to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract.

9. **TRANSPORTATION CHARGES.** Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. **CLAIMS BY BUYER.** Claims by buyer must be made within 30 days of receipt of shipment, which Buyer and Seller agree is a reasonable time, or Buyer's claim shall be barred. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless Buyer shall have entered full details thereof on its receipt to the carrier.

11. **MECHANICAL PROPERTIES: CHEMICAL ANALYSES.** Data referring to mechanical properties or chemical analyses are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures: any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. **PATENTS.** Seller shall indemnify Buyer against attorney's fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the materials delivered hereunder in itself constitutes an infringement on any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with materials, designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

13. **PERMISSIBLE VARIATIONS.** The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. **TECHNICAL ADVICE.** Seller shall not be responsible for the results of any technical advice in connection with the design, installation or use of the products sold hereunder, unless expressly agreed to by Seller.

15. **TAXES.** No tax imposed in respect to the sale of the products sold hereunder is included in any quotation by Seller. Any such tax shall be added to and paid by Buyer as part of the purchase price.

16. **BUYER'S RIGHT OF TERMINATION.** Buyer may terminate this contract whole or in part upon notice in writing to Seller. Seller shall thereupon, as directed, cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract and Buyer shall pay Seller the sum of the following: (1) the contract price for all products which have been completed prior to termination; (2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price; (3) the cost F.O.B. Seller's plant of materials and supplies acquired especially for the purpose of completing this contract; and (4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder. The provisions of this contract shall be without prejudice to the rights of either party for failure on the part of the other party to comply with the provisions of this contract.

17. **SELLER'S RIGHT OF TERMINATION.** If this contract is made in compliance with any governmental rule or regulation, plan, order or other directive, upon the termination thereof Seller shall have the option of canceling this contract in whole or in part.

18. **SELLER'S AUTHORIZED REPRESENTATIVE.** It is expressly understood and agreed that no officer or agent or salesperson has any authority to obligate the Seller by any terms, stipulations or conditions not herein expressed; that all previous representations and agreements, either verbal or written referring to the goods which are the subject of this contract are hereby superseded and canceled and that there are no promises, agreements or understandings outside of this contract. Parol evidence will not be admissible to alter, vary or contradict the terms of this contract.

19. **WAIVER.** Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other future rights or occurrences.

20. **PRICES.** Prices shall be Seller's prices in effect at time of shipment.

21. **CONFLICTING PROVISIONS OFFERED BY BUYER.** Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any manner whatsoever unless accepted by Seller in writing.

**ACCEPTANCE**

Subject to contract award we hereby order the items included in this quotation.

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

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



Wheeler Lumber LLC  
9531 W 78<sup>th</sup> Street, Ste. 100 | Minneapolis, MN 55344  
952.929.7854  
wheeler1892.com

## Dave Felkner

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**Full Name:** Jim Warzinski  
**Last Name:** Warzinski  
**First Name:** Jim  
**Job Title:** Estimator  
**Company:** Ford Construction

**Business Address:** 1419 Poplar Dr.  
Waukesha, WI 53188

**Business:** (262) 896-9370  
**Mobile:** (970) 903-6639

**E-mail:** jim@fordconstructioninc.com  
**E-mail Display As:** Jim Warzinski (jim@fordconstructioninc.com)

## Dave Felkner

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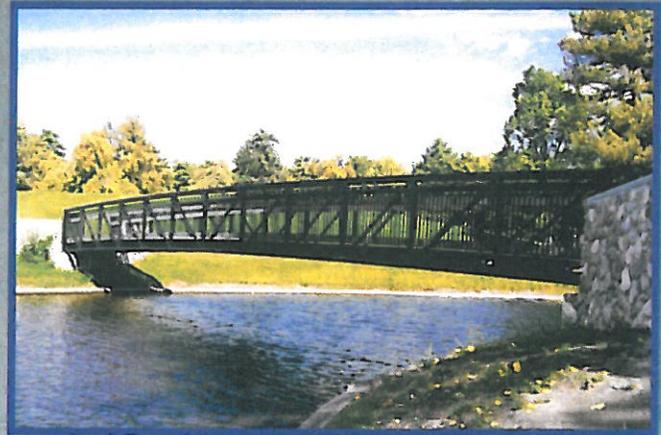
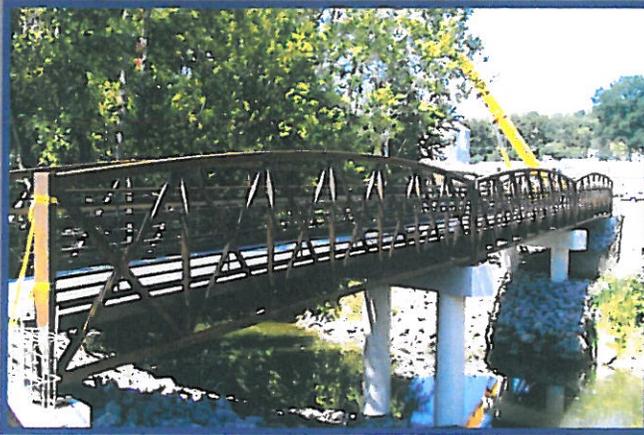
**Full Name:** Schmidt, Todd  
**Last Name:** Schmidt  
**First Name:** Todd  
**Job Title:** Field Engineer  
**Company:** C.W. Purpero, Inc.

**Business Address:** 1190 West Rawson Avenue  
Oak Creek, WI 53154  
United States of America

**Business:** (414) 856-2850  
**Mobile:** (414) 349-1647

**E-mail:** Schmidtt@purpero.com  
**E-mail Display As:** Schmidt, Todd (Schmidtt@purpero.com)

# STEEL RECREATION BRIDGES



*Wheeler*



# Custom Manufacturing, Inc.

606 Delco Drive, P.O. Box 279  
 Clinton, WI 53525  
 608-676-2282 Fax: 608-676-2283  
 custom@inwave.com

# Quotation

4484

Please Indicate The Above Number When Ordering

Date: December 18, 2018	Salesperson: Tina Forrest
Inquiry Date:	Inquiry Number

To: Village of Hartland  
 210 Cottonwood Ave  
 Hartland, WI 53029

Estimated Ship Date 4 weeks	Shipped VIA Advise best way	F.O.B Clinton, WI	Terms Net 30	
<b>Description</b>		<b>Price</b>	<b>Total</b>	
Nixon Park				
1	30' Arched Bridge Kit x 6' Wide - 10,000# Load Horizontal Railings - Wood Skirts - Hardware On Existing Concrete Abutment Stamped Engineered Drawings	\$12,500.00		
<i>STEEL</i>	Installation / Equipment Rental	4,000.00		
	Delivery Charges	500.00		
	<b>Total</b>		<b>\$17,000.00</b>	
<p>Above prices do not include site preparation, utility markings, sales tax, or any necessary permits</p> <p>Bridge Kit includes all Steel I-beams and Cross members, which are predrilled and have a red oxide primer finish, MCA treated lumber and all hardware. Lumber is Pre-Stained Brown.</p> <p>Bridge Kit Meets WI DNR Guidelines - 10,000# Load</p>				

We are pleased to submit the above quotation for your consideration. Should you place an order, be assured it will receive our prompt attention. This quotation is valid for 30 days. Thereafter it is subject to change without notice.

BY: Tina Forrest

ACCEPTED: \_\_\_\_\_

DATE: \_\_\_\_\_



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# Quotation

4485

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Date: December 19, 2018	Salesperson: Tina Forrest
Inquiry Date:	Inquiry Number

To: Village of Hartland  
 210 Cottonwood Ave  
 Hartland, WI 53029

Estimated Ship Date 4 weeks	Shipped VIA Advise best way	FOB Clinton, WI	Terms Net 30	
<b>Description</b>		<b>Price</b>	<b>Total</b>	
North Avenue Parking Lot				
1	45' Arched Bridge Kit x 6' Wide - 10,000# Load Vertical Railings – Crossbucks -Wood Skirts – Hardware- On Existing Concrete Abutment Stamped Engineered Drawings	\$16,200.00		
	Installation / Equipment Rental	6,500.00		
	Delivery Charges	600.00		
	<b>Total</b>		<b>\$23,300.00</b>	
<p>Above prices do not include site preparation, utility markings, sales tax, or any necessary permits</p> <p>Bridge Kit includes all Steel I-beams and Cross members, which are predrilled and have a red oxide primer finish, MCA treated lumber and all hardware. Lumber is Pre-Stained Brown.</p> <p>Bridge Kit Meets WI DNR Guidelines – 10,000# Load</p>				

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BY: Tina Forrest

ACCEPTED: \_\_\_\_\_

DATE: \_\_\_\_\_



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 Clinton, WI 53525  
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 custom@inwave.com

# Quotation

4486

Please Indicate The Above Number When Ordering

Date: December 19, 2018	Salesperson: Tina Forrest
Inquiry Date:	Inquiry Number

To: Village of Hartland  
 210 Cottonwood Ave  
 Hartland, WI 53029

Estimated Ship Date 4 weeks	Shipped VIA Advise best way	F.O.B Clinton, WI	Terms Net 30	
	<b>Description</b>		<b>Price</b>	<b>Total</b>
	Bark River			
1	55' Arched Bridge Kit x 6' Wide - 10,000# Load 54" Horizontal Railings - Wood Skirts - Hardware- On Existing Concrete Abutment Stamped Engineered Drawings		\$20,100.00	
	Installation / Equipment Rental		8,100.00	
	Delivery Charges		600.00	
	<b>Total</b>			<b>\$28,800.00</b>
<p>Above prices do not include site preparation, utility markings, sales tax, or any necessary permits</p> <p>Bridge Kit includes all Steel I-beams and Cross members, which are predrilled and have a red oxide primer finish, MCA treated lumber and all hardware. Lumber is Pre-Stained Brown.</p> <p>Bridge Kit Meets WI DNR Guidelines - 10,000# Load</p>				

We are pleased to submit the above quotation for your consideration. Should you place an order, be assured it will receive our prompt attention. This quotation is valid for 30 days. Thereafter it is subject to change without notice.

BY: Tina Forrest

ACCEPTED: \_\_\_\_\_

DATE: \_\_\_\_\_



## CUSTOM DESIGNED BRIDGES



# FORD CONSTRUCTION CO., INC.

*Projects change, Values don't*  
Your priorities will always be ours

January 30, 2019

FCC# 39022

Dave Felkner /  
Village of Hartland Department of Public Works  
N8 W31314 Salem Court  
Hartland, WI 53

CRANE

Re: Village of Hartland Bridge Replacement / 710 Milwaukee Street, Delafield, WI

Dear Mr. Felkner,

Ford Construction Co. (Ford) proposes to complete removal and replacement of three (3) Wheeler prefabricated steel truss pedestrian bridges at three different locations within the Village as described in the project work scope.

**Capitol Drive and North Avenue Municipal Lot / Complete removal of existing steel truss pedestrian bridge and install new prefabricated steel truss pedestrian bridge.....\$10,330.00**

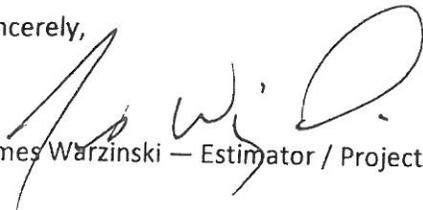
**Bark Park Path / Complete removal of existing steel truss pedestrian bridge and install new prefabricated steel truss pedestrian bridge per scope.....\$12,400.00**

**Nixon Park Path / Complete removal of existing steel truss pedestrian bridge and install new prefabricated steel truss pedestrian bridge per scope.....\$9,155.00**

Our proposal is based on completing each location as a separate project to be completed before the end of September 2019 (as weather, accessibility, supply delivery and ground conditions allow) with completion in one day as scheduled. (This pricing EXCLUDES supply, assembly, erection, and/or delivery of the pedestrian bridge — supplied by Wheeler under separate contract.) Pricing and scope are subject to adjustment and revision based on review of project for permits.

Please review the pricing and scope of work and feel free to contact me with any questions. We appreciate the opportunity to provide you a proposal for this project.

Sincerely,



James Warzinski — Estimator / Project Manager



Robert F. Ford / President

Accepted

Date

## Project Scope

The Village of Hartland Bridge Replacement project consists of rigging and removal and rigging and replacement of existing steel truss pedestrian bridges at three (3) locations within the Village. All necessary permits for the removal and replacement operations to be provided by the Village of Hartland (client), Ford Construction (FORD) will provide information assistance in obtaining any permits.

Currently, two of the three bridges are nominal 4-foot wide (walking surface width) with the final bridge at a 6-foot walking surface width -- all are to be replaced with bridges with a nominal 6-foot wide walking surface. Supplying the new bridges is not part of this proposal and are independently purchased by the Village.

THE BRIDGES SHOULD BE DESIGNED SO THE NEW ANCHOR BOLT LOCATIONS DO NOT COINCIDE WITH EXISTING BRIDGE ANCHOR BOLT LOCATIONS SO NEW ANCHOR BOLTS CAN BE READILY INSTALLED. This situation is not expected to be an issue with the bridges that are being widened from 4-feet to 6-feet; **however, the NIXON PARK BRIDGE IS THE SAME WIDTH REPLACEMENT AND THE MANUFACTURER SHOULD ADJUST THE FABRICATION TO ALLOW FOR NEW ANCHOR BOLT LOCATIONS.** *Additional time to address coincident anchor bolts issues will be charged as an EXTRA to the project.*

At each location the bridge material supplier is to provide bridge delivery as determined (time and siting) by Ford Construction. The schedule to be set to allow for the Village to prepare the locations for the new bridges.

All existing abutment accommodations for the installation of the new bridges to be completed by others prior to delivery of new bridges. Also, any approach adjustments to match the new bridges with the existing pavements to be completed by others. Upon removal, the existing bridges are to be set on the ground, or on the delivery truck (securing the loaded bridges on a truck is not included in this proposal), for disposal by the Village.

The project scope and operations may subject to review by other governing authorities and directed alterations to this scope are subject to revision of the proposed pricing, schedule, and/or operations -- *pricing of any revisions of scope will be presented to the owner for approval.*

It is understood that the existing bridges do not contain any hazardous materials: this proposal EXCLUDES testing, identification, handling, and/or disposal of any hazardous materials. Also, it is understood that the existing bridges are of sufficient structural soundness to withstand rigging and lifting for removal.

### **Project scope includes:**

- Supervision and coordination of crew and subcontractors to complete project
- Communication with Village and bridge supplier for scheduling
- **EXCLUDES** restoration of pavement and/or landscaping damaged during operations

**ON SITE OPERATIONS TO COMPLETE THE REMOVAL AND REPLACEMENT OPERATIONS ARE EXPECT TO TAKE ONE TO TWO DAYS AT EACH LOCATION**

### **GENERAL SCOPE ITEMS**

- Meet with client and bridge manufacturer on site to approve plan for operations prior to delivery schedule
- Client to provide sufficient access to work site to maintain estimated productivity
- Client to close work area to public prior to commencement of operations
- Ford to maintain communication with bridge supplier and Village to coordinate site preparation, delivery schedule and project siting
- Provide personal protection equipment for crew members as necessary for operations

### **Typical Construction process:**

- Coordinate project schedule with Village and bridge manufacturer
- Locate crane and delivery truck for lift
- Attach rigging equipment on to existing bridge for removal
- Remove existing bridge and set in proximate area
- Install rigging on new bridge in general accordance with bridge manufacturer's directions
- Lift new bridge from delivery truck and set onto existing bridge abutments as prepared by the client
- Drill anchor bolt holes and install epoxy cement and anchor bolts in general accordance with bridge manufacturer's directions
- Disconnect and remove rigging from new bridge
- Pick existing bridge from drop location and set on delivery/removal truck if relocation is necessary
- Salvage debris netting from removed bridge
- Remove equipment from work site
- Remove equipment from work site

### **Nixon Park Bridge Additional Operation**

DUE TO LIMITED ACCESS TO THE NIXON PARK BRIDGE ADDITIONAL PICK, LOADING, AND TRANSFER OPERATIONS AREA INCLUDED

- Provide a straight frame truck to move the bridges between the parking lot south of the bridge and the bridge pick location
- Unload new bridge from delivery truck and set on straight frame truck
- Site crane for removal lift and remove existing bridge, as described above, to drop location near path south of bridge
- Back transfer truck to pick location and pick new bridge from truck and install as described above
- Pick removed bridge from drop location and set on transfer truck
- Drive transfer truck and removed bridge to south lot and off-load to disposal location or removal truck

# CRANE

## Village of Hartland Pedestrian Bridges



**C.W. Purpero, Inc.**

1190 West Rawson Avenue

Oak Creek, WI 53154

Contact: Todd Schmidt

Phone: 414-856-2850 - Office / 414-349-1647 - Cell

Fax: 414-856-2856

Quote To: Dave Felkner  
Village of Hartland  
Phone: 414-630-8168  
Email: davef@villageofhartland.com

Date of Proposal: 1/22/19

Date of Plans: No Plans

HB #6315

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	<b>Pedestrian Bridge Installation</b>				
20	Nixon Park Bridge	1.00	LS	11,000.00	11,000.00
30	North Ave Bridge	1.00	LS	11,000.00	11,000.00
40	Bark River Bridge	1.00	LS	21,000.00	21,000.00
<b>GRAND TOTAL</b>					<b>\$43,000.00</b>

### NOTES:

- Proposal for removal and setting of bridges only. Purchase of bridges by others.
- Figure 2 days each at Nixon Park & North Ave bridges and 4 days at Bark River bridge.

### EXCLUSIONS:

- Traffic Control
- Barricades / Fencing
- By-Pass Dewatering
- Erosion Control
- Permits
- Surveying / Layout
- Tree Clearing & Grubbing
- Surface Restoration (Permanent or Temp)
- Abandonment / Removal of Existing Utilities
- Abutment Reconfiguring at Nixon & North Ave Bridges
- Purchase of Bridges
- Engineering of Steel I-Beams at Bark River Bridge