

February 19th 2009

File number 081462 Communication from Department of Public Works relating to contractors who file for receivership or bankruptcy

- Pertinent Information outlining routine steps taken by DPW to safe guard against situations when Bankruptcy or Receivership is filed
- Department of Public Works procedure of handling contractors who file for either Bankruptcy or Receivership
- Copy of the performance Bond
- Copies of all correspondence relative to a specific case involving a private developer who filed for Receivership before all required work was complete

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- DPW awards about 130-150 formal contracts each year with a total amount 50-60 million dollars.
- According to the City of Milwaukee, Department of Public Works, General Specifications- Section 2.9.8 all formal contracts are required to include a Performance Bond in the amount equal to 100% of the contract price.
- All Bonds must be executed by a surety company authorized to do business in the state of Wisconsin. (we check a list published by the Financial Management Services Bureau of the United States Department of Treasury)
- The burden of assessing a contractor's ability to obtain bonding lies solely on the Insurance Companies. Factors to be considered are experience, capital, past claims, financial standing, etc..
- Performance Bonds costs vary based on several factors. On average the cost of bond is 1 per thousand.
- Typical Sureties are: Travelers, CNA, Zurich, and Merchants.
- DPW payment procedure is such that we only pay for completed work. We also hold a 2.5 % retainer. Minimal monetary exposure.
- Performance Bonds also cover all work required under the guarantee provisions of the contract.
- All DPW contracts include a Guarantee provisions covering poor and faulty workmanship, and defective materials. Period varies between 1 and 3 years.
- Within the last ten years, five companies have filed for bankruptcy or Receivership. James Cape and Sons/ Advanced Mechanical/ ECES Services/ Advanced Sewer & Water.
- The most recent contractor to file for receivership is William Beaudoin and Sons. (filed on January 21st 2009)

DPW procedure in handling contractors who file for bankruptcy or receivership

- Once a bankruptcy or receivership is made public the following are the steps that are taken to complete unfinished work on projects, and make the city whole:
- A list of outstanding issues is compiled for each open contract involving the contractor
- A notice is sent to the bonding company for each of the open contracts.
- The notice directs the bonding company to address the outstanding issues within each of the contract's requirement and according to the plans and Specifications, without any added cost to the city.
- Meet with the Bonding agent and share all pertinent information such as a list of qualified contractors who can perform the work, contracts' requirements, schedules, special provisions, etc...
- Once a contractor has been selected and hired by the Surety, DPW staff work with the contractor to complete the work.
- Once work is complete, we obtain any necessary documentation such as warranties, As-built, etc..
- Public notification if needed to explain delays and changes.
- City Attorney and Local alderman are consulted and kept informed

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called Owner, in the penal sum of _____
Dollars, \$ (_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____ 20____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred Under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

(SEAL)

Principal

Witnesses

By

Title

Address

Surety

Surety Witnesses

Surety - Contract MAILING Address

By

Attorney-in-Fact or Agent

(SEAL OF SURETY)

Name of Surety Contact Person _____ and Phone Number _____
(Please Print)

NOTE: The affidavit on the following page must be properly executed before this bond will be approved. Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the State where the project is located.

AFFIDAVIT

(With Performance Bond)

STATE OF WISCONSIN)
MILWAUKEE COUNTY)

_____, being first duly sworn,

on oath deposes and says that he/she is _____
(attorney-in-fact

_____ of _____
or agent) (Bonding Company)

and is duly authorized to sign for and on behalf of said company, surety on the attached contract,
executed by _____

(Contractor)

Affiant further deposes and says that no city official, or city employee, of the City of Milwaukee has an), interest, directly or indirectly, or is receiving any premium, commission, fee, or other thing of value, on account of the sale or furnishing of this bond, undertaking or contract of indemnity, guaranty, or suretyship, in connection with the above-mentioned contract.

(Signature)

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public, Milwaukee Co. Wisconsin

My commission expires _____.



bc: J. Purko
G. Korban
C. McNaughtan
L. Burke
File

Jeffrey J. Mantes
Commissioner of Public Works

James P. Purko
Director of Operations

Department of Public Works

July 24, 2007

Mr. Dale Koester
North America Bond Claim Services
811 North 2nd Street
St. Louis, MO 63102

Dear Mr. Koester:

As a follow up to our conversation and my e-mail to you, I am confirming that I had made several attempts to contact Mr. John Dobbs and Ms. Amy Bothof of Heritage Development regarding the outstanding issue of incomplete work on the River Ridge development in Milwaukee. I was able to speak to Ms. Bothof once and she insisted that I speak directly to Mr. Dobbs. Mr. Dobbs never returned any of my three telephone messages.

As I am sure that you are aware of the facts related to these developments, here's a quick recap as it relates to the outstanding work:

By the nature of the improvement associated with phase I of the River Ridge development, the second and final lift of asphalt would not be placed in the same year as the initial lift or base lift. The final lift was to be installed in year 2006. As the development went into bankruptcy, the work was not done. In addition, there is curb and gutter that has been damaged or failed and must be replaced under warranty.

The estimated amount of the work is around \$75,000. However, the actual cost will not be known until the work is bid out to a private contractor.

Earlier this year, my office received a letter from Ms. Amy Bothof assuring us that the remaining work will be done by no later than July 1, 2007. As we approached this date, I attempted to contact Mr. Dobbs to get confirmation of their commitment but to no avail.

The main reason for contacting you is that the City is calling on Bond #SRE1000593 issued by Scheer's Incorporated. Please call me so we can agree on an arrangement to hire a contractor to do the described work in order to fulfill Heritage Development obligation.

If you have any questions, please contact me at 286-3304.

Very truly yours,

Ghassan Korban
Coordination Manager

GK:mra



bc: J. Purko
J. Polenske
D. Mejaki
G. Korban
T. Miller
File

Jeffrey J. Mantes
Commissioner of Public Works

James P. Purko
Director of Operations

Department of Public Works
February 23, 2007

Ms. Amy T. Bothof, Controller
Heritage Development of WI, LLC
412 East County Road D
St. Paul, MN 55117

Dear Ms. Bothof:

Thank you for your letter of February 15th regarding completion of the public improvements in the River Ridge Subdivision Phase I, Milwaukee, Wisconsin. In addition to the second lift of asphalt on the subdivision's streets, repair of a few sections of curb is also required. It appears the curb was damaged during construction of the subdivision's houses.

Please contact or have your contractor contact Ghassan Korban of the Department of Public Works' Construction Section prior to beginning work so that he can arrange for inspection services. Mr. Korban will also be able to identify the damaged curb sections for you. His contact information is:

Telephone: (414) 286-2461
Email: gkorban@mpw.net

Very truly yours,

Thomas H. Miller
Coordination Manager

THM:mra

February 15, 2007

Commissioner of Public Works
City of Milwaukee Public Works
200 E Wells Street
Milwaukee, WI 53202

Dear Commissioner of Public Works:

This letter is being written in response to your conversation with Heritage Development's bonding company, Scheer's Inc. They conveyed your concern over the final lift being completed in River Ridge Phase 1. Please know that Heritage Development of Wisconsin, LLC has every intention of fulfilling its obligations per the Developer's Agreement for River Ridge and completing the final lift by July 1, 2007.

If you have any further questions, please contact myself at (651) 481-0017 ext. 107 or John Dobbs at (651) 481-0017 ext. 114.

Sincerely,

Amy T. Bothof
Controller
Heritage Development of WI, LLC

regard in writing
1) some curb repair work should be done at the same time.
2) contact D. Garban on questions & when ready to start work.

North American Bond Claim Services

Limited Liability Company

August 3, 2007

Mr. Ghassan Korban
Coordination Manager
Department of Public Works
City of Milwaukee
Frank P. Zeidler Municipal Building
841 N. Broadway
Milwaukee, WI 53202

Re: Heritage Development of WI, LLC
Bond No. SRe 100 0593 (formerly bond number SRe 100 0597)
River Ridge Subdivision, Phase I—Paving

Dear Mr. Korban:

This will acknowledge your phone call to me and the subsequent letter dated July 24, 2007, wherein you pointed out that Heritage Development of WI, LLC (hereinafter, "Heritage") has failed to put down the final lift of asphalt in River Ridge development, phase I. You also reference damaged or failed curb and gutter in your letter, which you feel is also covered by the captioned bond.

I have been in conversation with Mr. John Dobbs, and he tells me that Heritage doesn't have the money to finish the work. While I believe Mr. Dobbs' statement may be in error, I intend to initiate an investigation to ascertain what work remains to be completed, and its cost. At the same time, I intend to work with Heritage and its owners to see if we can come up with a satisfactory resolution to the issues you've set out, so that the work can be completed and loss to the surety and the indemnitors can be minimized.

I would appreciate some additional information from you:

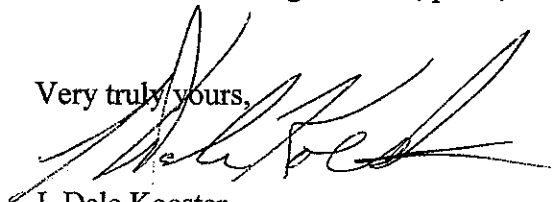
1. Copies of any documents, including plans and specifications for paving.
2. Copies of any and all Progress Reports, Inspection Reports, or other information pertaining to this matter.
3. Information, if you know it, as to the identity of the contractor that constructed the roads, to their present state of completion.
4. The nature of the damage to the curbs and gutters, including any pictures available.
5. Any evidence of a General Liability Insurance Policy that insures Heritage.
6. Any other damage or deficiency in the existing roads, other than lack of the final lift of asphalt.
7. If you have any other information which you feel surety should be made aware of, please supply it.

This information should enable me to gain a fuller understanding of the scope of the problem. Additional information may become necessary, too, and I reserve the right to supplement this request as the investigation proceeds.

Please allow me to point out a minor detail: the bond requires that, prior to the surety's obligation to either complete the improvements or pay the cost of the improvements to the Obligee, that the surety be in " ... receipt of a resolution of the Obligee indicating that the improvements have not been installed or completed, ..." . I intend to investigate this matter without such a resolution, however, it will eventually be required.

Nothing herein, or in prior or future communications should be construed as an admission of liability of the surety to any particular matter, and any statement, written or verbal, is made with a full reservation of Lyndon's rights and defenses under the agreements, plans, specifications, bond or applicable law.

Very truly yours,



J. Dale Koester
Executive Vice President
Surety Claims Manager

cc: Heritage Development of WI, LLC



bc: J. Purko
G. Korban
File

Department of Public Works

Jeffrey J. Mantes
Commissioner of Public Works

James P. Purko
Director of Operations

August 22, 2007

Mr. Dale Koester
North America Bond Claim Services
811 North 2nd Street
St. Louis, MO 63102

Dear Mr. Koester:

This is in response to your letter dated August 3rd in which you requested information to assist you in reaching a resolution to the incomplete work on the River Ridge Subdivision, Phase I (Heritage Development of WI, LLC developer).

Enclosed you will find the following items:

- A copy of the City of Milwaukee Street and Alley Specification dated 1992.
- Copies of reports for the paving work labeled "Inspector's Daily Report" depicting work progress, dates, locations and nature of work. Note that the contractor's name shown on the report is Payne and Dolan Inc. at N3 W23650 Badinger, Road. Waukesha, WI 53187, Tel: (262) 524-1700.
- A copy of a letter dated March 1, 2007 sent to Payne and Dolan Inc. The letter describes defective work relative to the subdivision; please see page 3 and 4.
- A copy of the Bond dated February 27, 2007. The written comments on the document were made by Tom Miller, my predecessor, and they read as follows: "This bond can not be released until final completion of the street improvement".
- A map depicting the location of the subject subdivision.

I trust that this information is sufficient to move forward in retaining a contractor to repair the defective work and complete the final lift of asphalt.

If you have any questions, please contact Ghassan Korban at (414) 286-3304.

Very truly yours,

Jeffrey J. Mantes
Commissioner of Public Works

JJM:GK:ph
Enclosures

c: Kathryn Zalewski

CITY OF MILWAUKEE
INSPECTOR'S DAILY REPORT
STREET CONSTRUCTION SECTION

Total Sheets 1
Contract Sheet 1 of 1

Day & Date THURSDAY 12/2/09

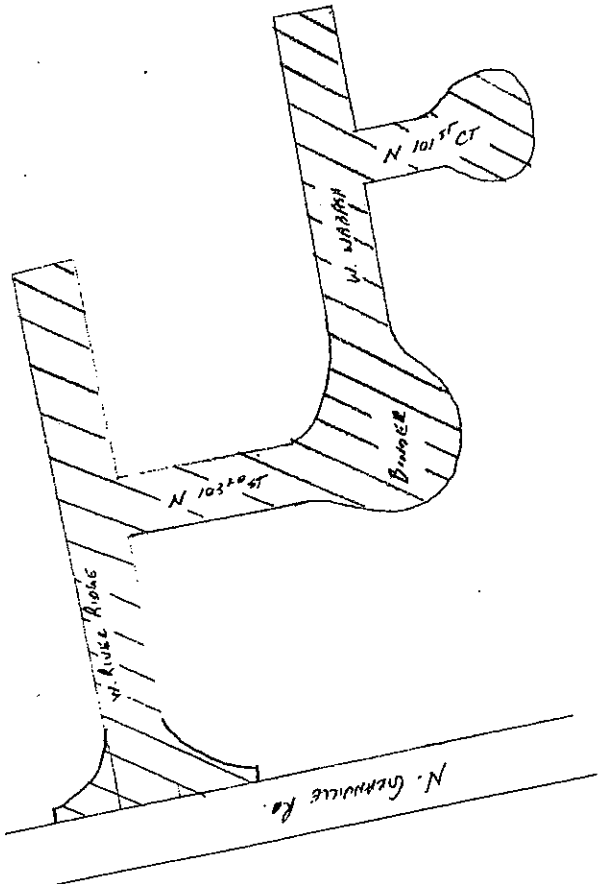
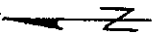
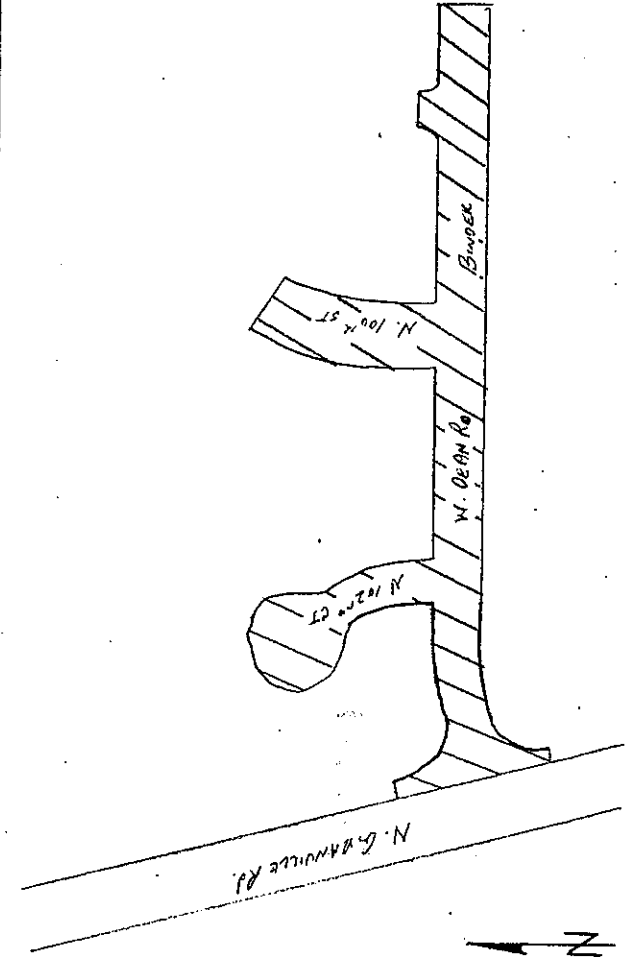
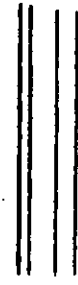
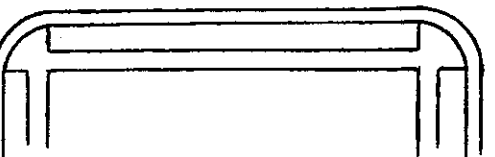
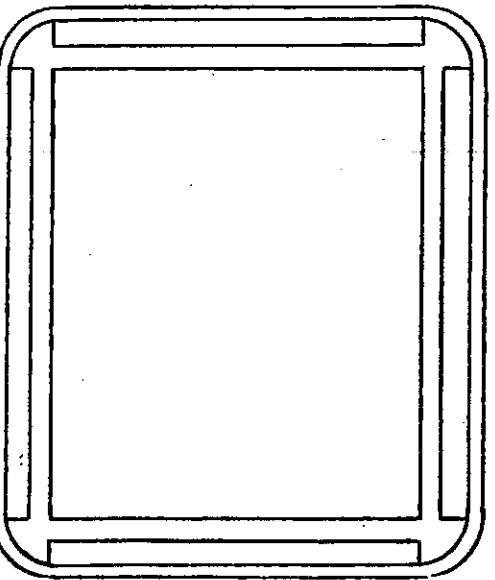
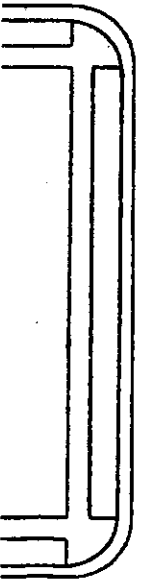
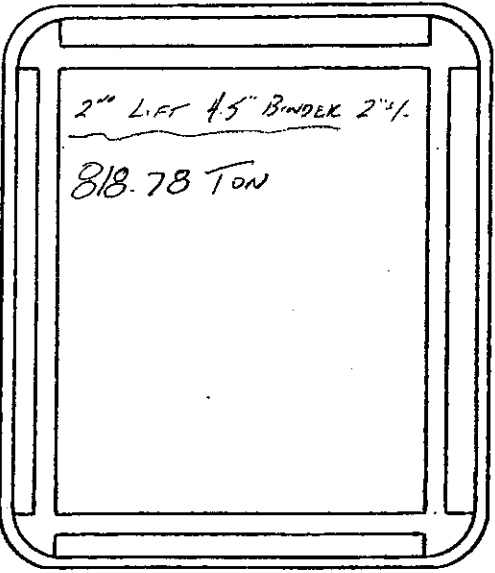
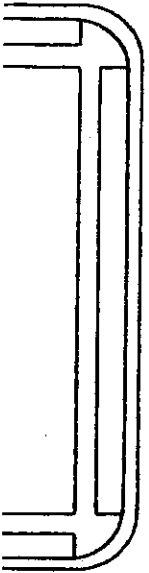
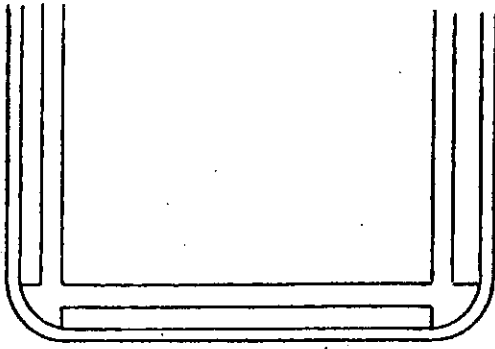
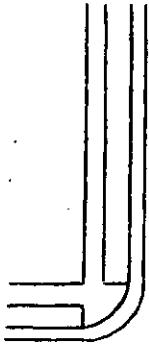
Location of Project ALICE ROSS SUPERVISION
Contract No. PVT
Project No. MS331098
Weather.....
Temperature: Low 37 High 48

GRADING, REMOVALS AND REMARKS

DEPTH AND TYPE OF WORK OR	WORK COMPLETED		MATERIAL USED
	Actual	Based on Material Used	
Conc. Walk.....	Sq. Ft.		Cu. Yd.
Conc. Driveway.....	Sq. Ft.		Cu. Yd.
Conc. Curb & Gutter.....	Lin. Ft.		Cu. Yd.
Reinf. Conc. Pvm't.....	Sq. Yd.		Cu. Yd.
Conc. Base.....	Sq. Yd.		Cu. Yd.
Conc. Alley Pvm't.....	Sq. Yd.		Cu. Yd.
Asphalt Conc.....	Sq. Yd.		Tons
4.5" Asphalt Binder <u>20/10FA2</u>	Sq. Yd.		815.78 Tons
Stone.....	Sq. Yd.		Tons
Gravel.....	Sq. Yd.		Tons
Tar, Asphalt.....	Gals.		Gals.
Top Soil.....			Cu. Yd.
Daily Total Conc. Placed.....			Cu. Yd.
Daily Total Asphalt Conc. Placed.....			Tons
Daily Total Asphalt Binder Placed.....			Tons
Daily Total Placed.....			
Name of Plant & Yard No.....			

Sub-Contractor.....
 General Contractor Parke & DeWitt
 Car Mileage-City Business..... Miles
 Reason:.....
 Checked by:..... Approved by: [Signature]
 Project Time:..... Hrs., Work Day Charged.....
 Total Time: 7:00 to 5:00; Total Hrs. 9.5

No. of Men Working: Gen. Contr. 8 Sub. Contr.
 Equipment: Trucks....., End Loader....., Grader....., Gradall.....,
 Finishing Machine....., Mech. Long. Float....., Mech. Tamper.....,
 Curb Machine....., Air Hammer....., Conc. Saw....., Scraper.....,
 Rollers, Type & Weight 2-WHEEL PNEUMATIC (CATON & FINE) 1-ROCKEY
 Pvm't Breaker....., 5 TON STEEL, ADDITIONAL AIR.....



CITY OF MILWAUKEE
INSPECTOR'S DAILY REPORT
STREET CONSTRUCTION SECTION

Total Sheets..... /
Contract Sheet..... / of..... /

Day & Date..... TUESDAY 11/30/04

Contract No. PVT
Project No. RE52311098
Weather..... Cloudy
Temperature: Low..... 28° High..... 33°

Location of Project..... RIVER RIDGE SUBDIVISION
General Contractor..... PAWNE & COLAN
Sub-Contractor.....

GRADING, REMOVALS AND REMARKS

QUANTITIES

DEPTH OR AND TYPE OF WORK	WORK COMPLETED		MATERIAL USED
	Actual	Based on Material Used	
Conc. Walk.....	Sq. Ft.		Cu. Yd.
Conc. Driveway.....	Sq. Ft.		Cu. Yd.
Conc. Curb & Gutter.....	Lin. Ft.		Cu. Yd.
Reinf. Conc. Pvm't.....	Sq. Yd.		Cu. Yd.
Conc. Base.....	Sq. Yd.		Cu. Yd.
Conc. Alley Pvm't.....	Sq. Yd.		Cu. Yd.
Asphalt Conc.....	Sq. Yd.		Tons
4.5" Asphalt Binder ^{1" LIFT}	Sq. Yd.		1203 Tons
Stone.....	Sq. Yd.		Tons
Gravel.....	Sq. Yd.		Tons
Tar, Asphalt.....	Gals.		Gals.
Top Soil.....			Cu. Yd.
Daily Total Conc. Placed.....			Cu. Yd.
Daily Total Asphalt Conc. Placed.....			Tons
Daily Total Asphalt Binder Placed.....			Tons
Daily Total..... Placed.....			

PAWNE & COLAN PLACED 1ST LIFT OF 4.5" BINDER BASE

Name of Plant & Yard No.

No. of Men Working: Gen. Contr. 8 Sub. Contr.

Equipment: Trucks 7, End Loader....., Grader....., Gradall....., Finishing Machine....., Mech. Long. Float....., Mech. Tamper....., Curb Machine....., Air Hammer....., Conc. Saw....., Scraper....., Rollers, Type & Weight 1 RUBBLE TIRE 1 PNEUMATIC 2 WHEEL 1 CON. WHEEL, Pvm't Breaker....., 5 LIO STEER 1 ASPHALT PAVER

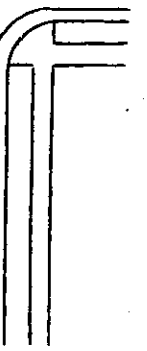
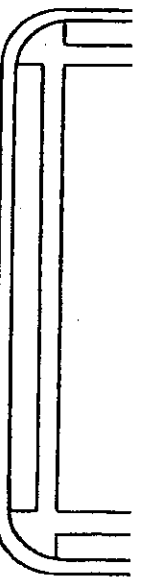
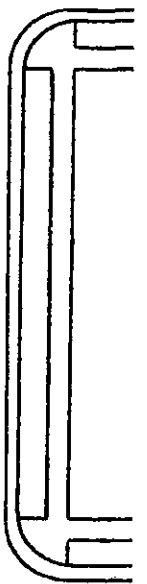
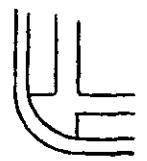
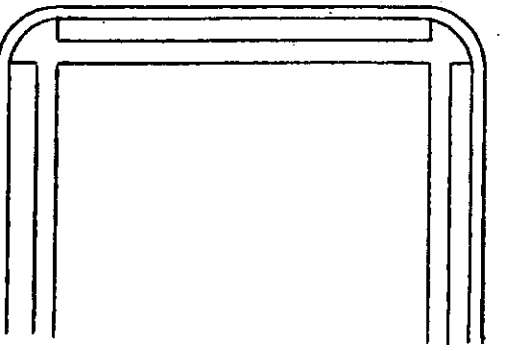
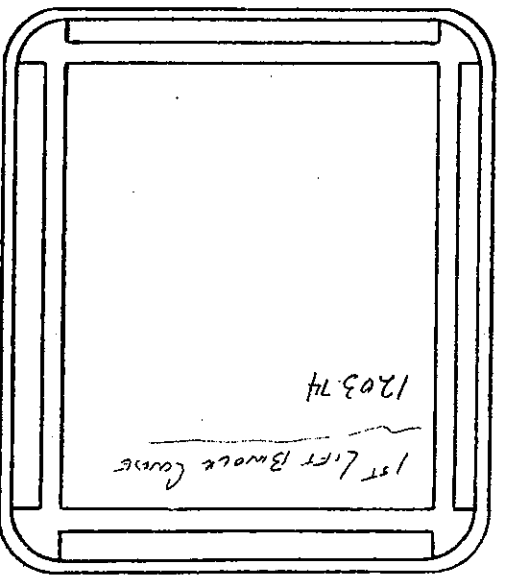
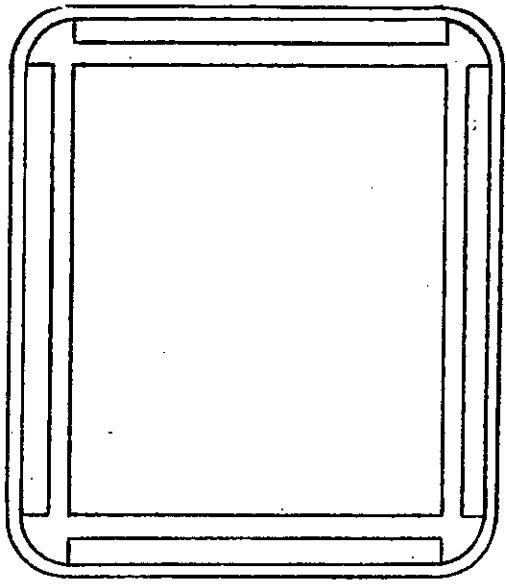
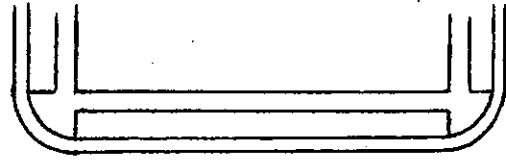
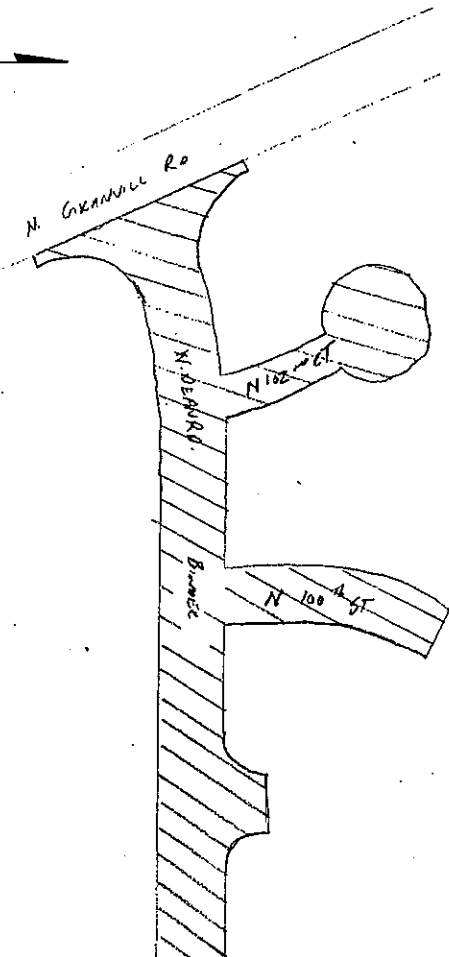
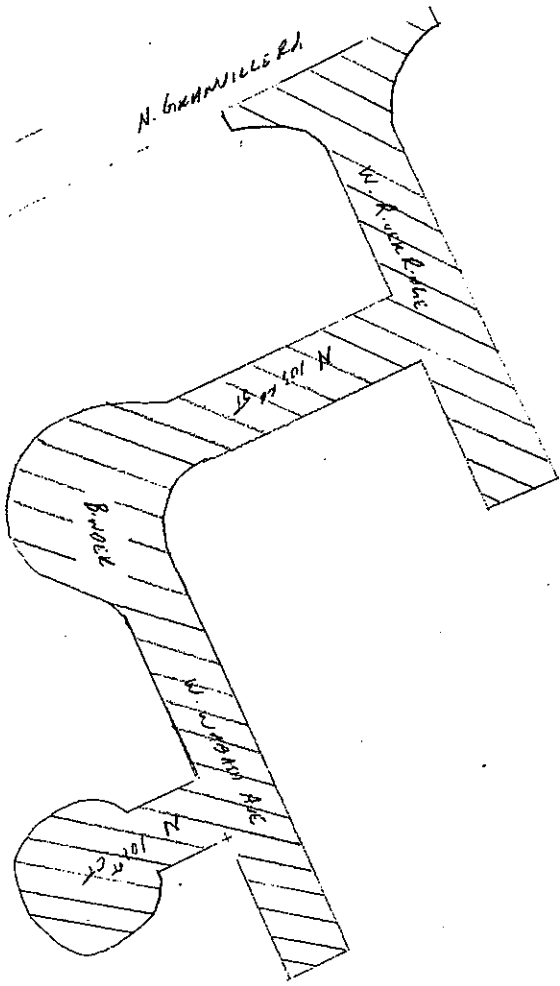
Car Mileage- City Business..... Miles

Reason:

Checked by: [Signature], Approved by: [Signature]

Project Time: Hrs., Work Day Charged.....

Total Time: 7:00 to 6:00, Total Hrs. 10.5



INSPECTOR'S DAILY REPORT
STREET CONSTRUCTION SECTION

Total Sheets 1
Contract Sheet 1 of 1

Day & Date 11/29/04

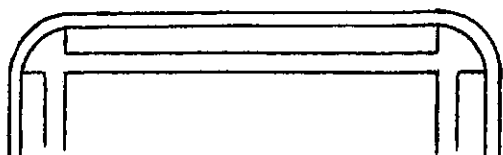
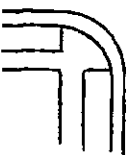
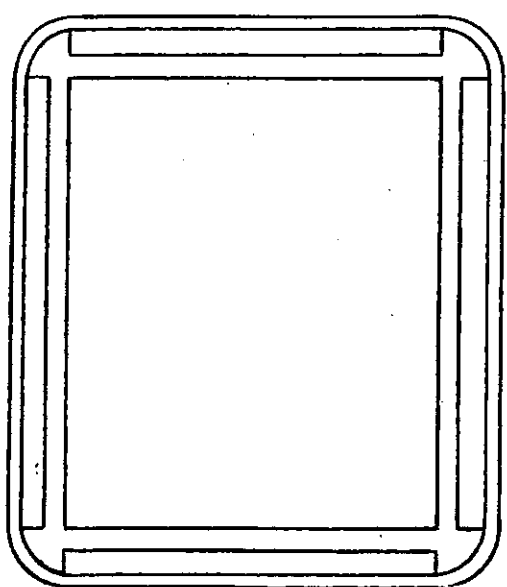
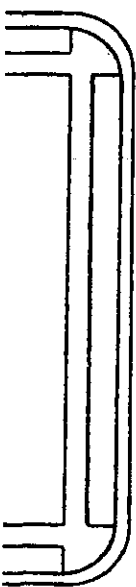
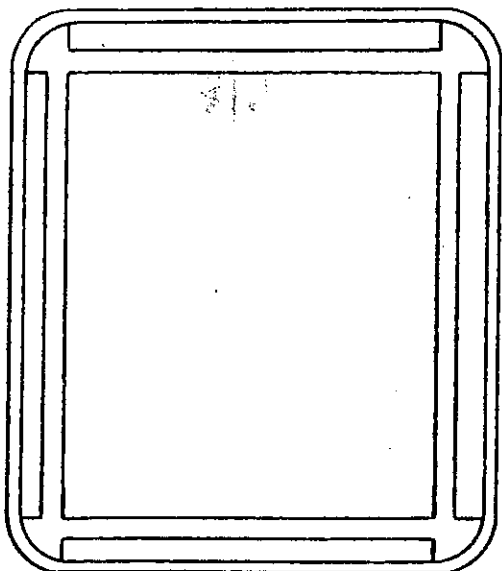
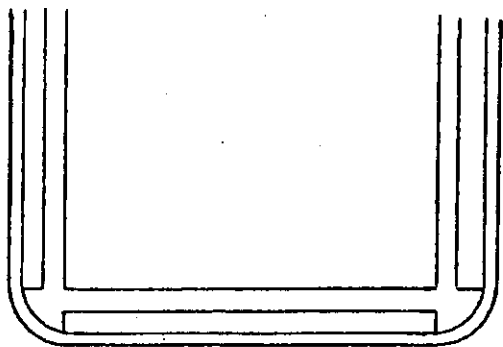
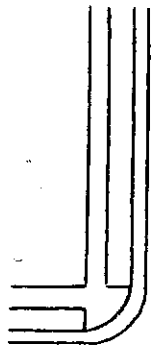
Location of Project River Road Subdivision
Contract No. PVT
Project No. RE52311098
Weather Cloudy
Temperature: Low 38° High 45°

General Contractor Payne & Delan
Sub-Contractor

DEPTH AND TYPE OF WORK OR	WORK COMPLETED		MATERIAL USED
	Actual	Based on Material Used	
Conc. Walk	Sq. Ft.		Cu. Yd.
Conc. Driveway	Sq. Ft.		Cu. Yd.
Conc. Curb & Gutter	Lin. Ft.		Cu. Yd.
Reinf. Conc. Pvm't.	Sq. Yd.		Cu. Yd.
Conc. Base	Sq. Yd.		Cu. Yd.
Conc. Alley Pvm't.	Sq. Yd.		Cu. Yd.
Asphalt Conc.	Sq. Yd.		Tons
Asphalt Binder	Sq. Yd.		Tons
Stone	Sq. Yd.		Tons
Gravel	Sq. Yd.		Tons
Tar, Asphalt	Gals.		Gals.
Top Soil			Cu. Yd.
Daily Total Conc. Placed			Cu. Yd.
Daily Total Asphalt Conc. Placed			Tons
Daily Total Asphalt Binder Placed			Tons
Daily Total Placed			

PAYNE & DELAN FINISH FIVE GREENING PERMITS FOR PLACEMENT OF ASPHALT

Name of Plant & Yard No.
 No. of Men Working: Gen. Contr. Sub. Contr. 3
 Equipment: Trucks 2, End Loader, Grader, Gradall, Grading Machine, Mech. Long. Float, Mech. Tamper, Curb Machine, Air Hammer, Conc. Saw, Scrapers, Rollers, Type & Weight White & Mack
 Pvm't Breaker SK 10.5
 Checked by: [Signature] Approved by: [Signature]
 Project Time: 7:02 Hrs., Work Day Charged 3:30
 Total Time: 7:02 Hrs., Total Hrs. 3:30
 Car Mileage - City Business: Miles
 Reason:



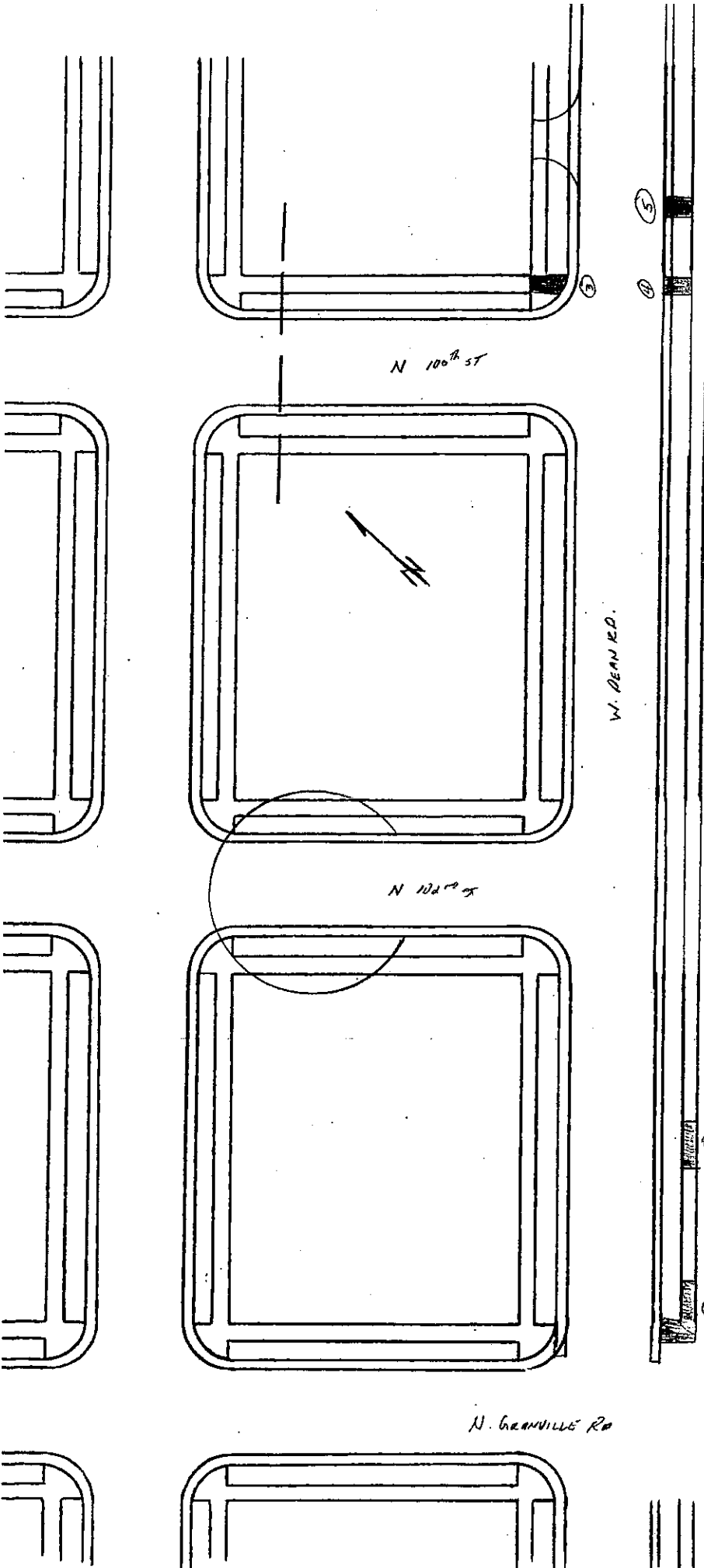
INSPECTOR'S DAILY REPORT
STREET CONSTRUCTION SECTION

City of Milwaukee
Day & Date: Mon 5-23-05 Total Sheets: 2 of 2
Contract Sheet: 2 of 2

Location of Project: River Rome Subdivision
Contract No.: PVT
Project No.: RE 22311098
General Contractor: PAYNE & O'NEAL/REMIITH TECH
Weather: 2 Cloudy
Sub-Contractor: _____
Temperature: Low 56 High 60

DEPTH OR	AND TYPE OF WORK	WORK COMPLETED		MATERIAL USED	GRADING, REMOVALS AND REMARKS
		Actual	Based on Material Used		
5	Conc. Walk <u>5 wide</u>	667.2	Sq. Ft. 907.2	14 Cu. Yd.	<u>REMIITH TECH Pouring 5.00 wide Filled</u>
	Conc. Driveway		Sq. Ft.	Cu. Yd.	
	Conc. Curb & Gutter		Lin. Ft.	Cu. Yd.	
	Reinf. Conc. Pvm't.		Sq. Yd.	Cu. Yd.	
	Conc. Base		Sq. Yd.	Cu. Yd.	
	Conc. Alley Pvm't.		Sq. Yd.	Cu. Yd.	
	Asphalt Conc.		Sq. Yd.	Tons	
	Asphalt Binder		Sq. Yd.	Tons	
	Stone		Sq. Yd.	Tons	
	Gravel		Sq. Yd.	Tons	
	Tar, Asphalt		Gals.	Gals.	
	Top Soil			Cu. Yd.	
	Daily Total Conc. Placed			Cu. Yd.	
	Daily Total Asphalt Conc. Placed			Tons	
	Daily Total Asphalt Binder Placed			Tons	
	Daily Total _____ Placed				
Name of Plant & Yard No. _____					

No. of Men Working: Gen. Contr. 6 Sub. Contr. _____ Miles _____
Equipment: Trucks _____, End Loader _____, Grader _____, Gradall _____,
Finishing Machine _____, Mech. Long. Float _____, Mech. Tamper _____,
Curb Machine _____, Air Hammer _____, Conc. Saw _____, Scraper _____,
Rollers, Type & Weight _____
Pvm't Breaker _____, SE 25000 1
Checked by: _____ Approved by: [Signature]
Project Time: _____ Hrs., _____ Work Day Charged _____
Total Time: 7 to 3:30, Total Hrs. 8.0



432.4 SF

5' CONC WALK

- ① $20.8 \times 5 = 104 \text{ SF}$
 $(\frac{58 + 7.5}{2}) \times (80) = 58.5 \text{ SF}$
- ② $(100) \times (50) = 50.0$
- ③ $(\frac{250 \times 50}{2}) \times (10.8) = 69.4$
- ④ $(\frac{71 \times 5}{2}) \times (9.3) = 56.3$
- ⑤ $9.1 \times (\frac{80 + 100}{2}) = 59.2$

CITY OF MILWAUKEE INSPECTOR'S DAILY REPORT STREET CONSTRUCTION SECTION

Day & Date Mon 5-23-05

Total Sheets 2

Contract Sheet 1 of 2

Location of Project River Ridge Subdivision

Contract No. PNT

Project No. RE 52311098

General Contractor PAUL F. BOLAN / ZENITH TECH

Weather P. Cloudy

Sub-Contractor
Temperature: Low 56° High 66°

DEPTH OR TYPE OF WORK	WORK COMPLETED		MATERIAL USED	GRADING, REMOVALS AND REMARKS
	Actual	Based on Material Used		
Conc. Walk	Sq. Ft.		Cu. Yd.	<i>ZENITH TECH POWER STAKE FILLS</i>
Conc. Driveway	Sq. Ft.		Cu. Yd.	
Conc. Curb & Gutter	Lin. Ft.		Cu. Yd.	
Reinf. Conc. Pvm't.	Sq. Yd.		Cu. Yd.	
Conc. Base	Sq. Yd.		Cu. Yd.	
Conc. Alley Pvm't.	Sq. Yd.		Cu. Yd.	
Asphalt Conc.	Sq. Yd.		Tons	
Asphalt Binder	Sq. Yd.		Tons	
Stone	Sq. Yd.		Tons	
Gravel	Sq. Yd.		Tons	
Tar, Asphalt	Gals.		Gals.	
Top Soil			Cu. Yd.	
Daily Total Conc. Placed			Cu. Yd.	
Daily Total Asphalt Conc. Placed			Tons	
Daily Total Asphalt Binder Placed			Tons	
Daily Total Placed				

Name of Plant & Yard No.

No. of Men Working: Gen. Contr. 5 Sub. Contr.

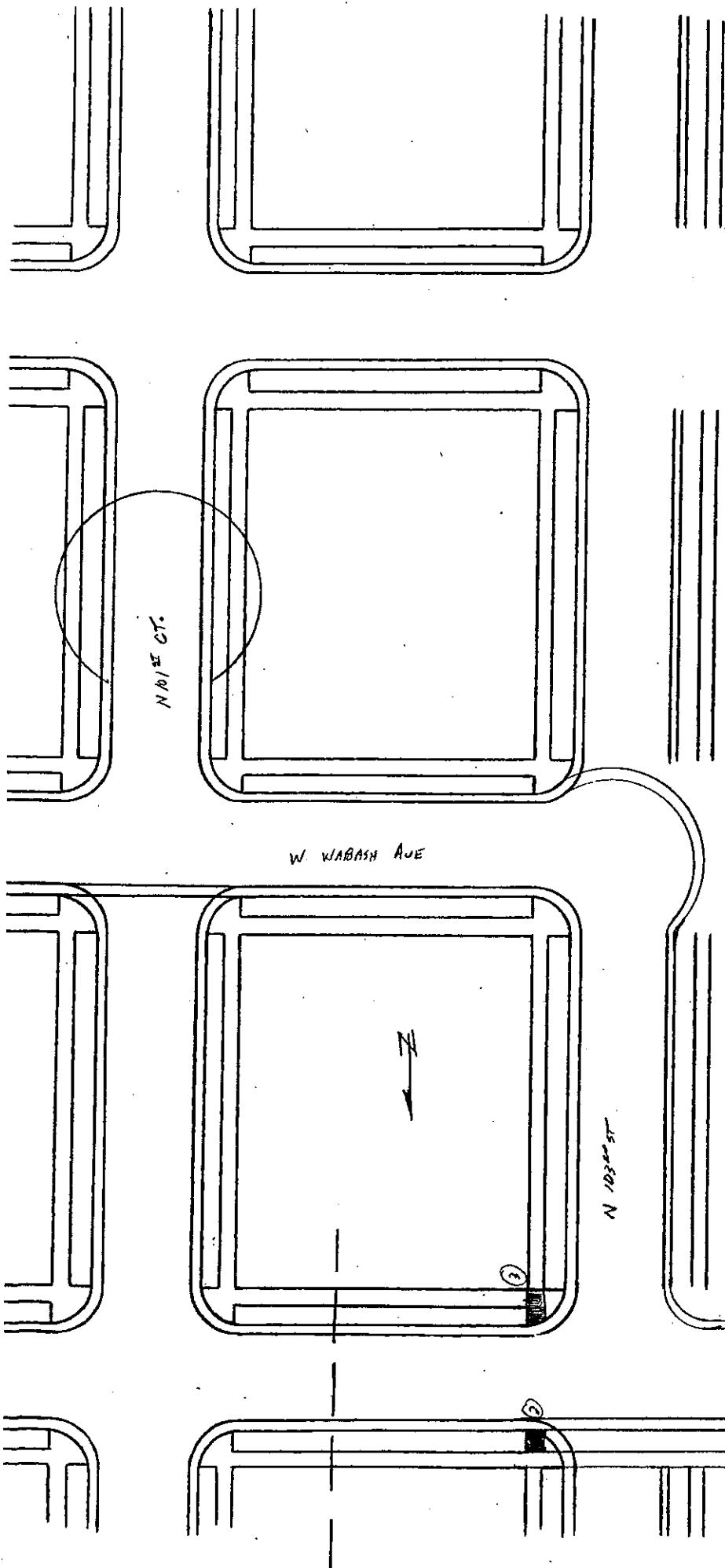
Equipment: Trucks, End Loader, Grader, Gradall, Finishing Machine, Mech. Long. Float, Mech. Tamper, Curb Machine, Air Hammer, Conc. Saw, Scraper, Rollers, Type & Weight, Pvm't Breaker

Car Mileage - City Business. Miles

Reason:

Checked by: [Signature] Approved by: [Signature]

Project Time: 7:00 Hrs., Work Day Charged 3:30 Hrs., Total Hrs. 8:0



5' Cone Walk

① $(90) \left(\frac{5,180}{2} \right) = 59,050$

② $91 \left(\frac{50,181}{2} \right) = 59,655$

③ $98 \left(\frac{50,185}{2} \right) = 66,145$

④ $(100) (50) = 5,000$

234,850

W RIVERKING PL.

INSPECTOR'S DAILY REPORT
STREET CONSTRUCTION SECTION

CITY OF MILWAUKEE

Total Sheets 2
Contract Sheet 1 of 2

Day & Date Wed 5-18-05

Location of Project River Cross Supervision

Contract No. PVI

Project No. RE 523 11098

General Contractor Paye & Nam / ZENITH TECH

Weather P. Cloudy

Sub-Contractor
Temperature: Low 49° High 62°

GRADING, REMOVALS AND REMARKS

ZENITH TECH SCUMED 5" CONCRETE WITH S&W DENWAB FOR LAMINATIONS

QUANTITIES

DEPTH AND TYPE OF WORK OR	WORK COMPLETED		MATERIAL USED
	Actual	Based on Material Used	
5" Conc. Walk <u>5' WIDTH</u>	<u>10 B.O.Z.</u>	<u>Sq. Ft. 13997</u>	<u>214</u> Cu. Yd.
Conc. Driveway		Sq. Ft.	Cu. Yd.
Conc. Curb & Gutter		Lin. Ft.	Cu. Yd.
Reinf. Conc. Pvm't		Sq. Yd.	Cu. Yd.
Conc. Base		Sq. Yd.	Cu. Yd.
Conc. Alley Pvm't		Sq. Yd.	Cu. Yd.
Asphalt Conc.		Sq. Yd.	Tons
Asphalt Binder		Sq. Yd.	Tons
Stone		Sq. Yd.	Tons
Gravel		Sq. Yd.	Tons
Tar, Asphalt		Gals.	Gals.
Top Soil			Cu. Yd.
Daily Total Conc. Placed			Cu. Yd.
Daily Total Asphalt Conc. Placed			Tons
Daily Total Asphalt Binder Placed			Tons
Daily Total Placed			

Name of Plant & Yard No.

No. of Men Working: Gen. Contr. 2 Sub. Contr.

Equipment: Trucks, End Loader, Grader, Gradall, Finishing Machine, Mech. Long. Float, Mech. Tamper, Curb Machine, Air Hammer, Conc. Saw, Scraper, Rollers, Type & Weight, Pvm't Breaker, Skid Steer

Car Mileage - City Business _____ Miles

Reason: _____

Checked by: _____ Approved by: [Signature]

Project Time: _____ Hrs., Work Day Charged _____

Total Time: 7:00 Hrs., 59 Min., Total Hrs. 11.5

Combined 5 SHEETS

with signature

5' CONCRETE WALK (5')

11
274
814
53
1141 LF

274'

N 100th ST.

END
PHASE I



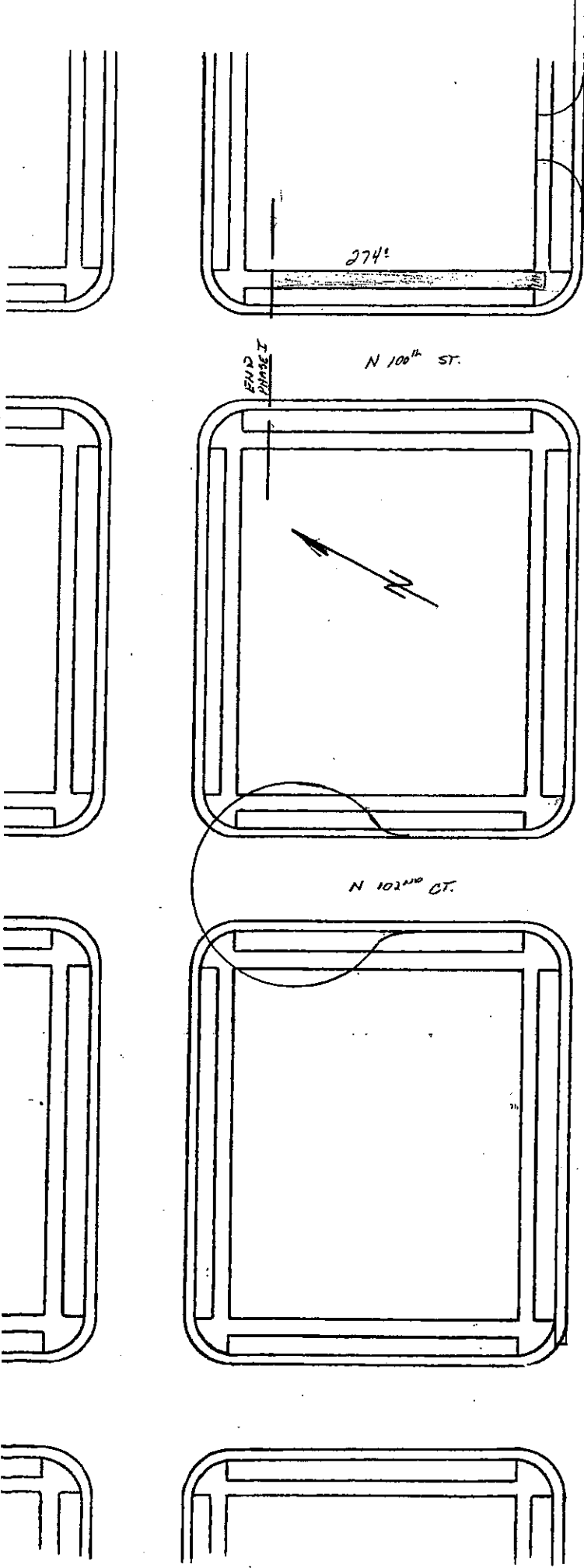
N 102nd ST.

W. DENN RD.

814'

GAP FOR
Broken
WB

53'



CITY OF MILWAUKEE
INSPECTOR'S DAILY REPORT
STREET CONSTRUCTION SECTION

Day & Date: Wed 5-18-05

Total Sheets: 2
Contract Sheet: 2 of 2

Location of Project: RIVER RIDGE SUBDIVISION

Contract No. PVT

Project No. RES2311098

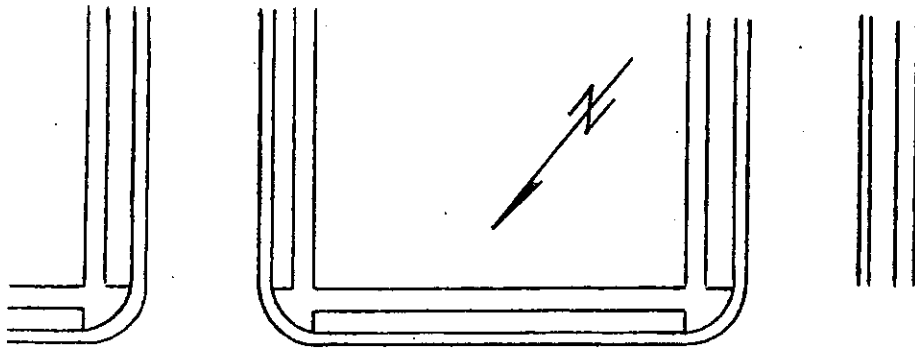
General Contractor: PRYNE & DALAN / ZENITH TECH

Weather: P. Cloudy

Sub-Contractor: _____
Temperature: Low 49° High 62°

DEPTH AND TYPE OF WORK OR	WORK COMPLETED		MATERIAL USED	GRADING, REMOVALS AND REMARKS
	Actual	Based on Material Used		
Conc. Walk	Sq. Ft.		Cu. Yd.	<u>ZENITH SLIPPED 5' CONCRETE WALK. SEE DRAWING FOR LOCATIONS.</u>
Conc. Driveway	Sq. Ft.		Cu. Yd.	
Conc. Curb & Gutter	Lin. Ft.		Cu. Yd.	
Reinf. Conc. Pvm't.	Sq. Yd.		Cu. Yd.	
Conc. Base	Sq. Yd.		Cu. Yd.	
Conc. Alley Pvm't.	Sq. Yd.		Cu. Yd.	
Asphalt Conc.	Sq. Yd.		Tons	
Asphalt Binder	Sq. Yd.		Tons	
Stone	Sq. Yd.		Tons	
Gravel	Sq. Yd.		Tons	
Tar, Asphalt	Gals.		Gals.	
Top Soil			Cu. Yd.	
Daily Total Conc. Placed			Cu. Yd.	
Daily Total Asphalt Conc. Placed			Tons	
Daily Total Asphalt Binder Placed			Tons	
Daily Total Placed				
Name of Plant & Yard No.				
No. of Men Working: Gen. Contr. <u>8</u> Sub. Contr. _____			Car Mileage-City Business _____ Miles	
Equipment: Trucks _____, End Loader _____, Grader _____, Gradall _____, Finishing Machine _____, Mech. Long. Float _____, Mech. Tampet. _____, Curb Machine _____, Ait Hammer _____, Conc. Saw _____, Scraper _____, Rollers, Type & Weight _____			Reason: _____	
Pvm't Breaker _____, 5' Dia. Sizer _____			Checked by: _____ Approved by: _____	
			Project Time: <u>11.5</u> Hrs., Work Day Chg'd _____	
			Total Time: <u>7:00</u> Hrs., <u>10:00</u> Hrs., Total Hrs. <u>11.5</u>	

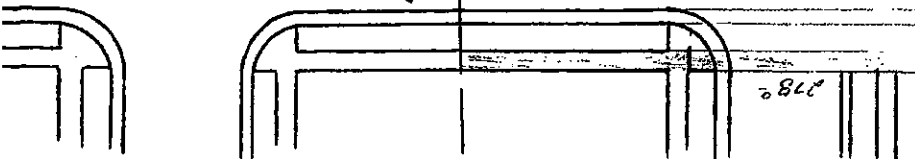
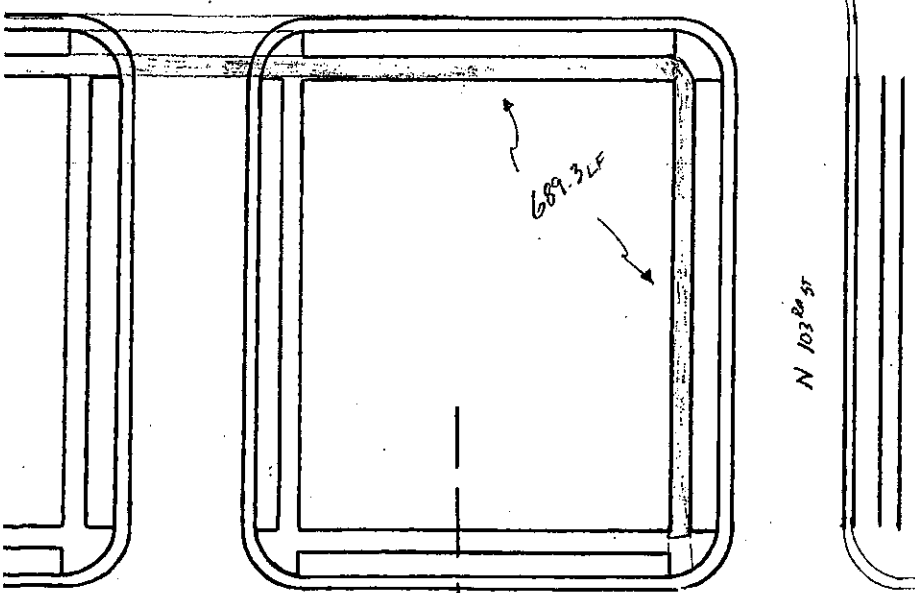
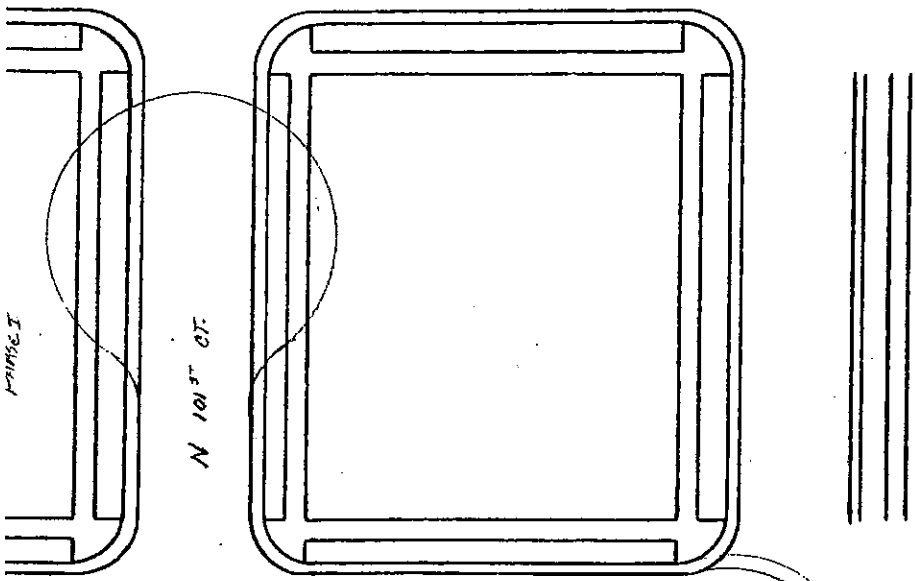
Handwritten note: 4' 6" depth



5' CONCRETE WALK (5')

22
 689.3
 278.0
 53.1

 1020.4 LF



W. WASH
 AVE

W. RIVER ROAD
 DE.

N. GRANVILLE
 RD

CAMP FOR BIRDS
 W.B.
 53.1

278°

END
 PAVED I

INSPECTOR'S DAILY REPORT
STREET CONSTRUCTION SECTION

CITY OF MILWAUKEE

Total Sheets..... /
Contract Sheet..... / of..... /

Day & Date. 11/24/04

Contract No. PVT
Project No. RE 52311098
Weather Clear
Temperature: Low 31° High 40°

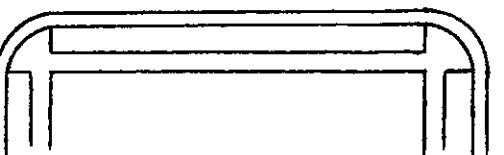
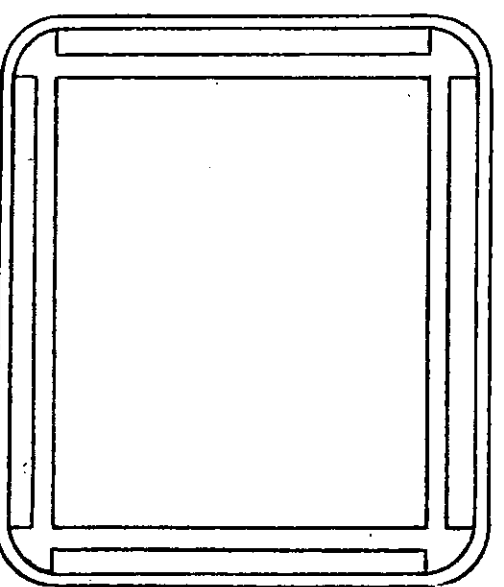
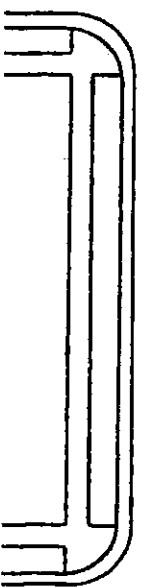
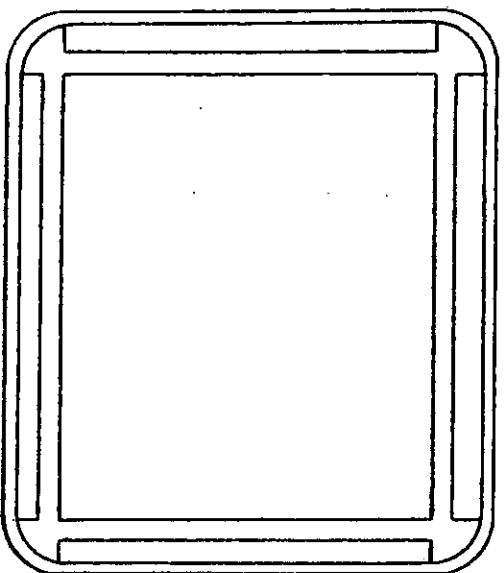
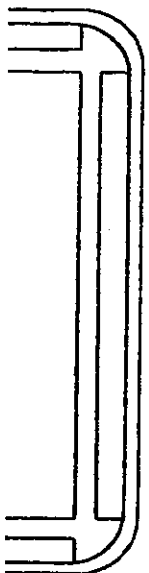
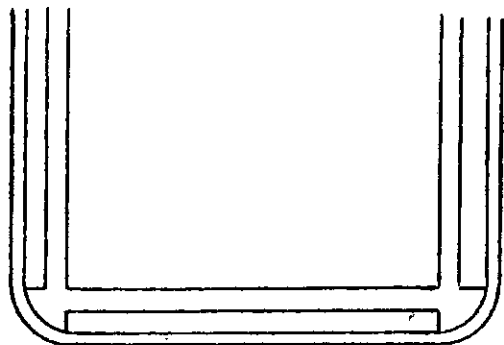
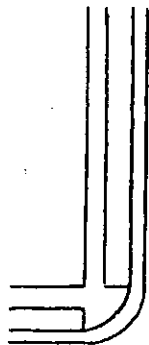
Location of Project RIVER RIDGE SUBDIVISION
General Contractor PAYNE & COLBY
Sub-Contractor.....

DEPT. AND TYPE OF WORK OR	WORK COMPLETED		MATERIAL USED
	Actual	Based on Material Used	
Conc. Walk.....	Sq. Ft.		Cu. Yd.
Conc. Driveway.....	Sq. Ft.		Cu. Yd.
Conc. Curb & Gutter.....	Lin. Ft.		Cu. Yd.
Reinf. Conc. Pvm't.....	Sq. Yd.		Cu. Yd.
Conc. Base.....	Sq. Yd.		Cu. Yd.
Conc. Alley Pvm't.....	Sq. Yd.		Cu. Yd.
Asphalt Conc.	Sq. Yd.		Tons
Asphalt Binder.....	Sq. Yd.		Tons
Stone.....	Sq. Yd.		Tons
Gravel.....	Sq. Yd.		Tons
Tar, Asphalt.....	Gals.		Gals.
Top Soil.....			Cu. Yd.
Daily Total Conc. Placed.....			Cu. Yd.
Daily Total Asphalt Conc. Placed.....			Tons
Daily Total Asphalt Binder Placed.....			Tons
Daily Total..... Placed.....			

GRADING, REMOVALS AND REMARKS

*PAYNE & COLBY BEGAN FINE GRADING FINISHED
SUBGRADE OF PROPOSED ROADWAYS
TWO TRUCKS MAILED GRAVEL ALL DAY*

Name of Plant & Yard No.
No. of Men Working: Gen. Contr. 3 Sub. Contr.
Equipment: Trucks 2, End Loader....., Grader 1, Gradall.....,
Finishing Machine....., Mech. Long. Float....., Mech. Tamper.....,
Curb Machine....., Air Hammer....., Conc. Saw....., Scraper.....,
Rollers, Type & Weight 1 WHEEL W/BLADDER
Pvm't Breaker....., SKID STEER
Car Mileage- City Business..... Miles
Reason:.....
Checked by:..... Approved by: ML
Project Time:.....Hrs., Work Day Charged.....
Total Time: 7:00 to 3:30, Total Hrs. 8.0



CITY OF MILWAUKEE
INSPECTOR'S DAILY REPORT
STREET CONSTRUCTION SECTION

Day & Date SATURDAY 11/20/09

Total Sheets 1 of 1
Contract Sheet 1 of 1

Location of Project RIVER ROAD SUBDIVISION

Contract No. PRIVATE

Project No. RES231098

General Contractor Payne & Dolan

Weather OVERCAST

Sub-Contractor ZENITH TECH

Temperature: Low 42° High 48°

QUANTITIES

GRADING, REMOVALS AND REMARKS

DEPTH AND TYPE OF WORK OR	WORK COMPLETED		MATERIAL USED
	Actual	Based on Material Used	
Conc. Walk	Sq. Ft.		Cu. Yd.
Conc. Driveway	Sq. Ft.		Cu. Yd.
3" Conc. Curb & Gutter <u>7 PM</u>	Lin. Ft. <u>1350.9</u>	<u>1140.4</u>	90
Reinf. Conc. Pvm't.	Sq. Yd.		Cu. Yd.
Conc. Base	Sq. Yd.		Cu. Yd.
Conc. Alley Pvm't.	Sq. Yd.		Cu. Yd.
Asphalt Conc.	Sq. Yd.		Tons
Asphalt Binder	Sq. Yd.		Tons
Stone	Sq. Yd.		Tons
Gravel	Sq. Yd.		Tons
Tar, Asphalt	Gals.		Gals.
Top Soil			Cu. Yd.
Daily Total Conc. Placed			Cu. Yd.
Daily Total Asphalt Conc. Placed			Tons
Daily Total Asphalt Binder Placed			Tons
Daily Total Placed			
Name of Plans & Yard No.			

CONTRACTOR FINISHED RIPPING 21" VEE & G.

Due to cold/wet weather, curb was covered w/ plastic

No. of Men Working: Gen. Contr. _____ Sub. Contr. 7

Equipment: Trucks _____, End Loader _____, Grader _____, Gradall _____, Finishing Machine _____, Mech. Long. Float _____, Mech. Tamper _____, Curb Machine _____, Air Hammer _____, Conc. Saw _____, Scraper _____, Rollers, Type & Weight 5.0 STEEL

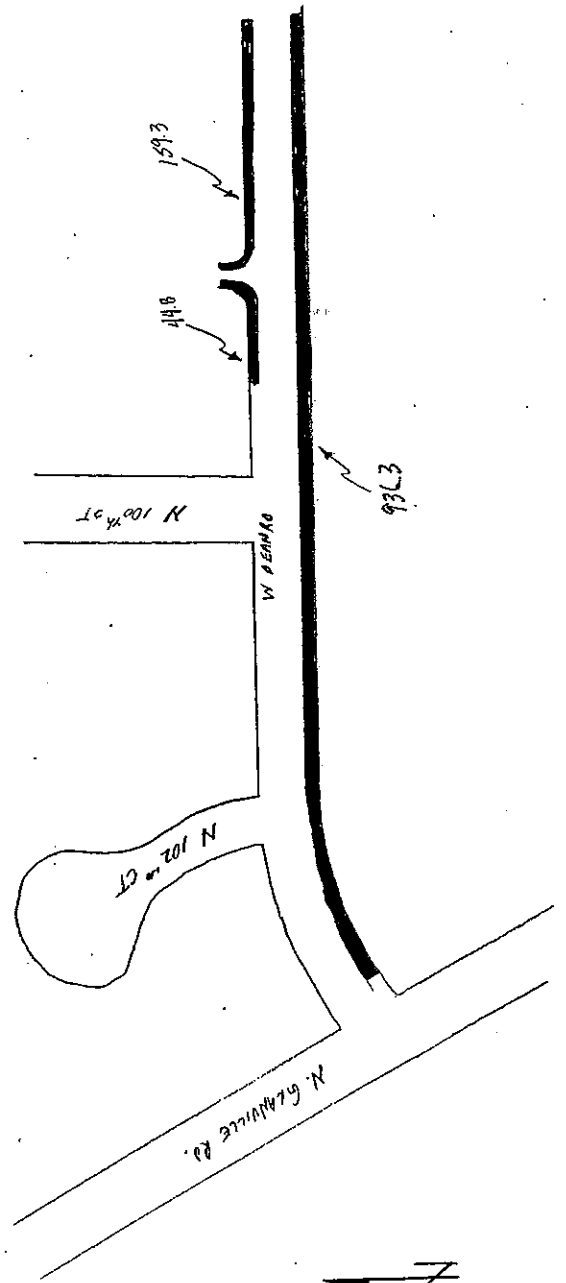
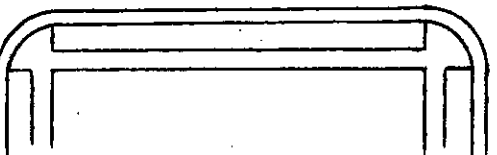
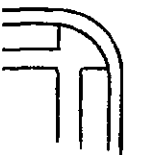
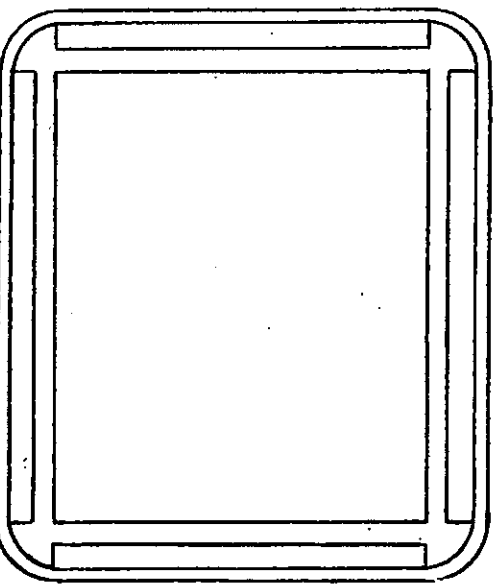
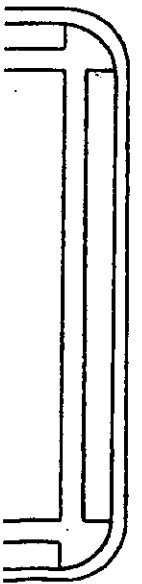
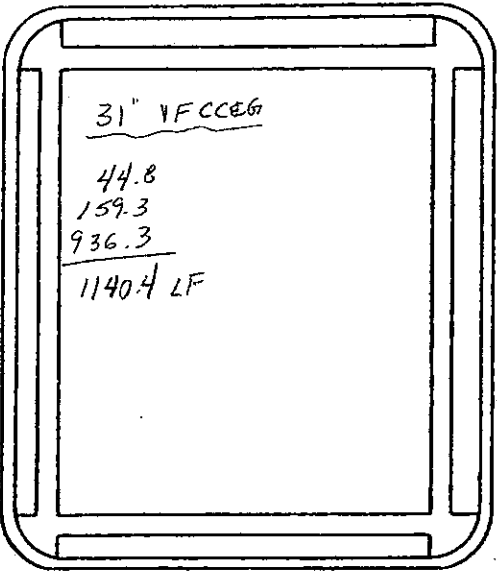
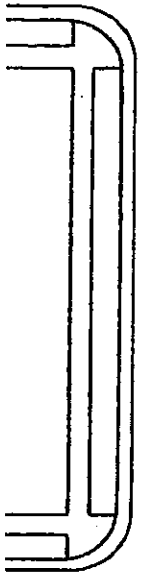
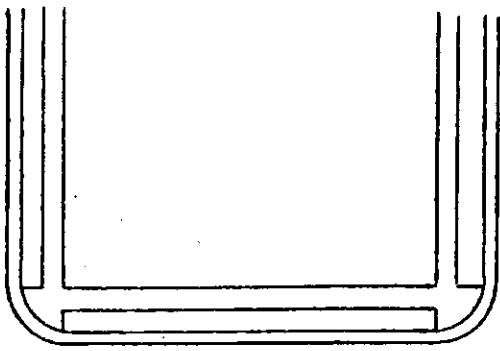
Pvm't Breaker _____

Car Mileage - City Business _____ Miles
Reason: _____

Checked by: _____ Approved by: [Signature]

Project Time: _____ Hrs., Work Day Charged _____

Total Time: 7:00 to 2:00 Total Hrs. 7.0



CITY OF MILWAUKEE
INSPECTOR'S DAILY REPORT
STREET CONSTRUCTION SECTION

Total Sheets..... 1
Contract Sheet..... 1 of 1

Day & Date..... Febr 11/19/04

Location of Project..... River Road Supervision

Contract No..... P.V.T

Project No..... 1652311098

General Contractor..... ZACHRY TECH

Weather..... Cloudy / Rain

Sub-Contractor..... ZACHRY TECH

Temperature: Low 40° High 47°

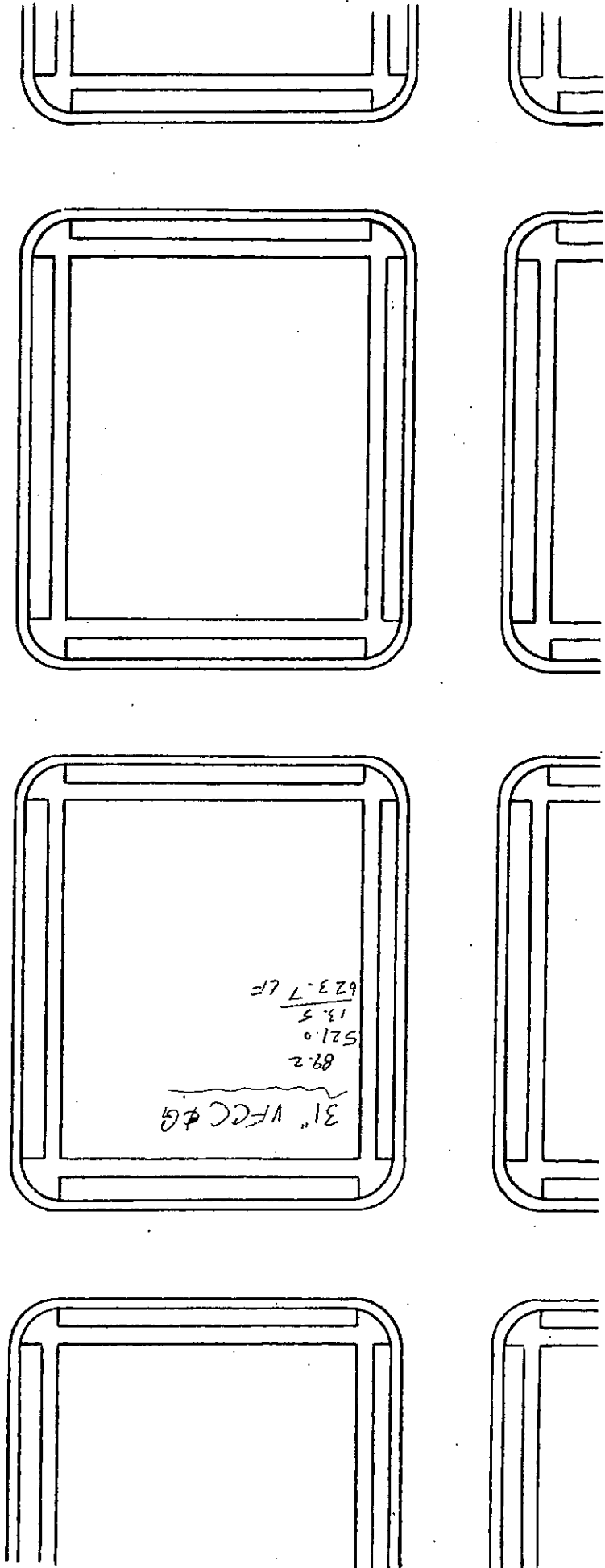
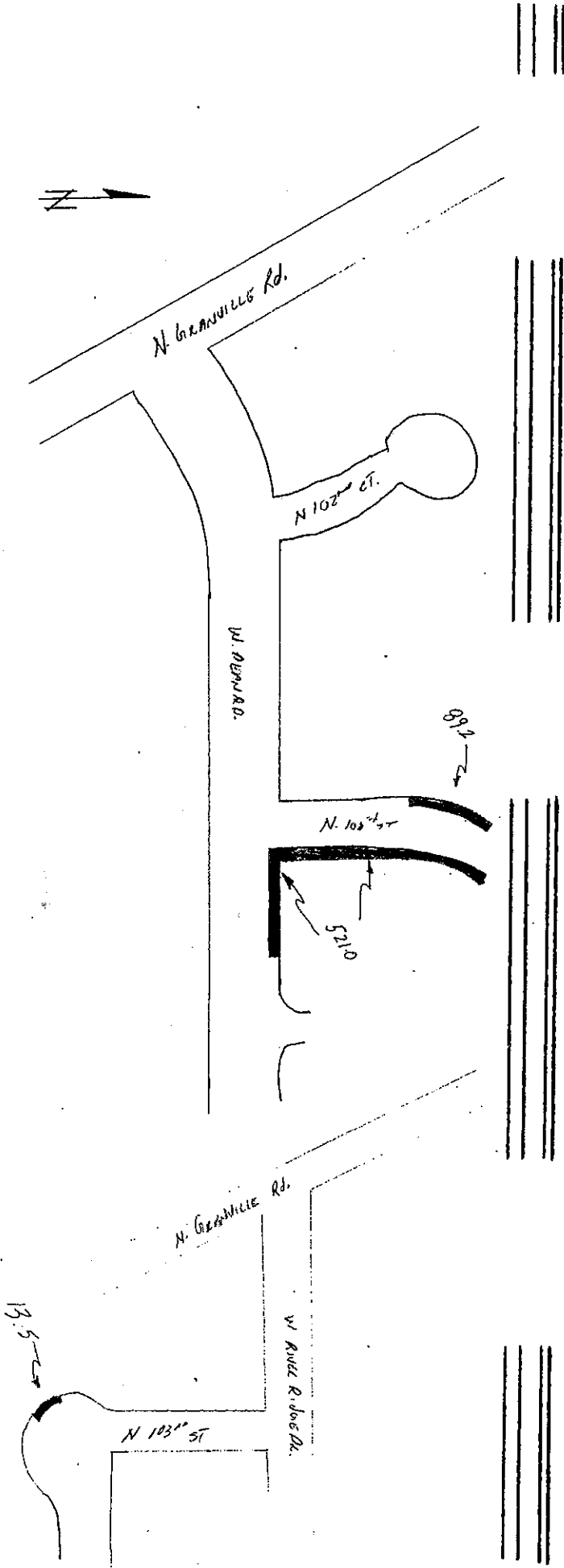
QUANTITIES

GRADING, REMOVALS AND REMARKS

DEPTH AND TYPE OF WORK OR	WORK COMPLETED		MATERIAL USED
	Actual	Based on Material Used	
Conc. Walk	Sq. Ft.		Cu. Yd.
Conc. Driveway	Sq. Ft.		Cu. Yd.
3" Conc. Curb & Gutter	Lin. Ft. <u>623.7</u>	<u>600.4</u>	<u>44*</u> Cu. Yd.
Reinf. Conc. Pvm't.	Sq. Yd.		Cu. Yd.
Conc. Base	Sq. Yd.		Cu. Yd.
Conc. Alley Pvm't.	Sq. Yd.		Cu. Yd.
Asphalt Conc.	Sq. Yd.		Tons
Asphalt Binder	Sq. Yd.		Tons
Stone	Sq. Yd.		Tons
Gravel	Sq. Yd.		Tons
Tar, Asphalt	Gals.		Gals.
Top Soil	Cu. Yd.		Cu. Yd.
Daily Total Conc. Placed			Cu. Yd.
Daily Total Asphalt Conc. Placed			Tons
Daily Total Asphalt Binder Placed			Tons
Daily Total Placed			
Name of Plant & Yard No.			
No. of Men Working: Gen. Contr.	Sub. Contr.		
Equipment: Trucks....., End Loader....., Grader....., Gradall.....,			
Finishing Machine....., Mech. Long. Float....., Mech. Tamper.....,			
Curb Machine....., Air Hammer....., Conc. Saw....., Scraper.....,			
Rollers, Type & Weight..... <u>SKID STEER 1</u>			
Pvm't Breaker.....			

ZACHRY TECH CONTINUED POURING CURB
 CONTRACTOR WAS WARNED ANY DAMAGING MATERIALS
 FOUND BY CONSTRUCTION IS SUBJECT TO P.V.T.
 CONTRACTOR SHUT DOWN DUE TO RAIN & MECHANICAL
 FAILURE W/ CURB MACHINE
 * 16 C.Y. NOT USED / SENT BACK TO PLANT
 OF TOMORROW ADJUSTED M.H.S. TO 8 NOEL 6:00

Car Mileage - City Business..... Miles
 Reason:
 Checked by:..... Approved by:.....
 Project Time:.....Hrs., Work Day Charged.....
 Total Time: 7:20 A to 1:30 Total Hrs. 6.0



INSPECTOR'S DAILY REPORT
STREET CONSTRUCTION SECTION

CITY OF MILWAUKEE

Total Sheets 1
Contract Sheet 1 of 1

Day & Date Thurs 11/18/04

Location of Project ALICE ROBE SUBDIVISION

Contract No.

Project No. RE 5231099

General Contractor ZENITH TECH

Weather P. Cloudy

Sub-Contractor ZENITH TECH

Temperature: Low 27° High 66°

QUANTITIES

GRADING, REMOVALS AND REMARKS

DEPTH OR TYPE OF WORK	WORK COMPLETED		MATERIAL USED
	Actual	Based on Material Used	
Conc. Walk	Sq. Ft.		Cu. Yd.
Conc. Driveway	Sq. Ft.		Cu. Yd.
3" Conc. Curb & Gutter	Lin. Ft.	1458.7	1.06* Cu. Yd.
Reinf. Conc. Pvm't	Sq. Yd.		Cu. Yd.
Conc. Base	Sq. Yd.		Cu. Yd.
Conc. Alley Pvm't	Sq. Yd.		Cu. Yd.
Asphalt Conc.	Sq. Yd.		Tons
Asphalt Bindet	Sq. Yd.		Tons
Stone	Sq. Yd.		Tons
Gravel	Sq. Yd.		Tons
Tar, Asphalt	Gals.		Gals.
Top Soil			Cu. Yd.
Daily Total Conc. Placed			Cu. Yd.
Daily Total Asphalt Conc. Placed			Tons
Daily Total Asphalt Binder Placed			Tons
Daily Total Placed			

ZENITH TECH CONTINUED Paved to 3" V.C.C. #4
SEE SECTION ON BACK

* 14 CY NOT USED / SENT BACK TO PLANT

Name of Plant & Yard No.

No. of Men Working: Gen. Contr. Sub. Contr. 7

Equipment: Trucks, End Loader, Grader, Gradall, Finishing Machine, Mech. Long. Float, Mech. Tamper, Curb Machine, Air Hammer, Conc. Saw, Scraper, Rollers, Type & Weight, Pvm't Breaker

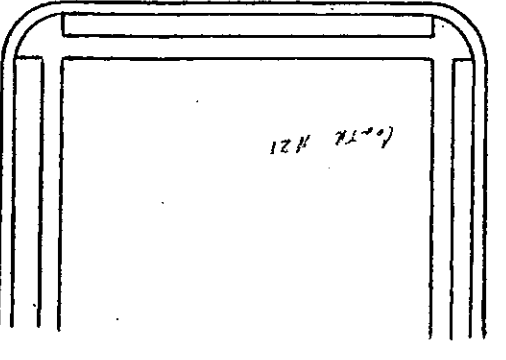
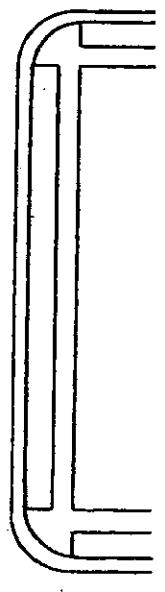
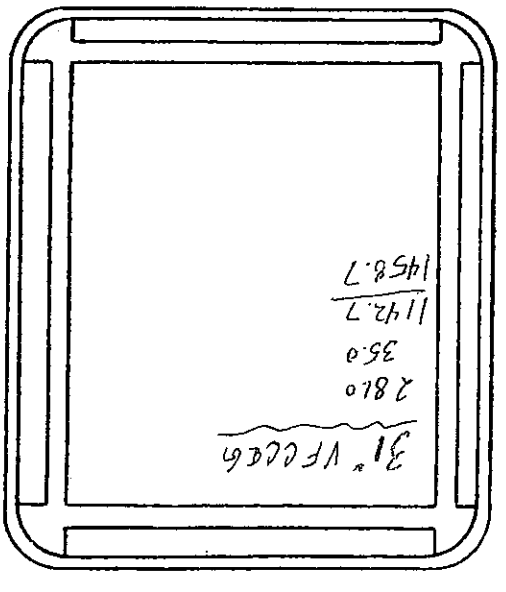
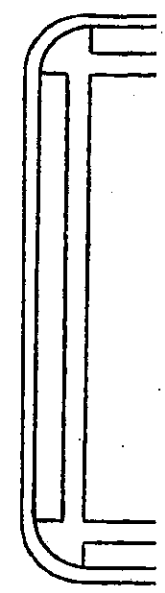
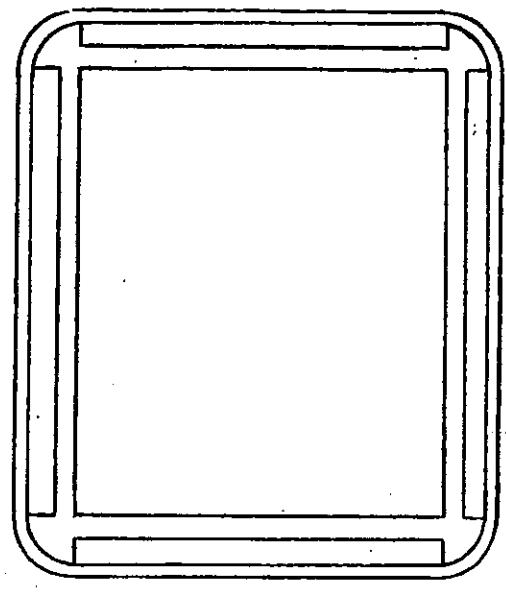
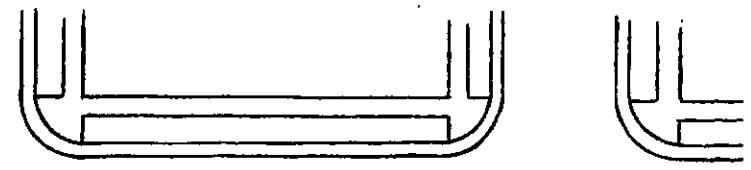
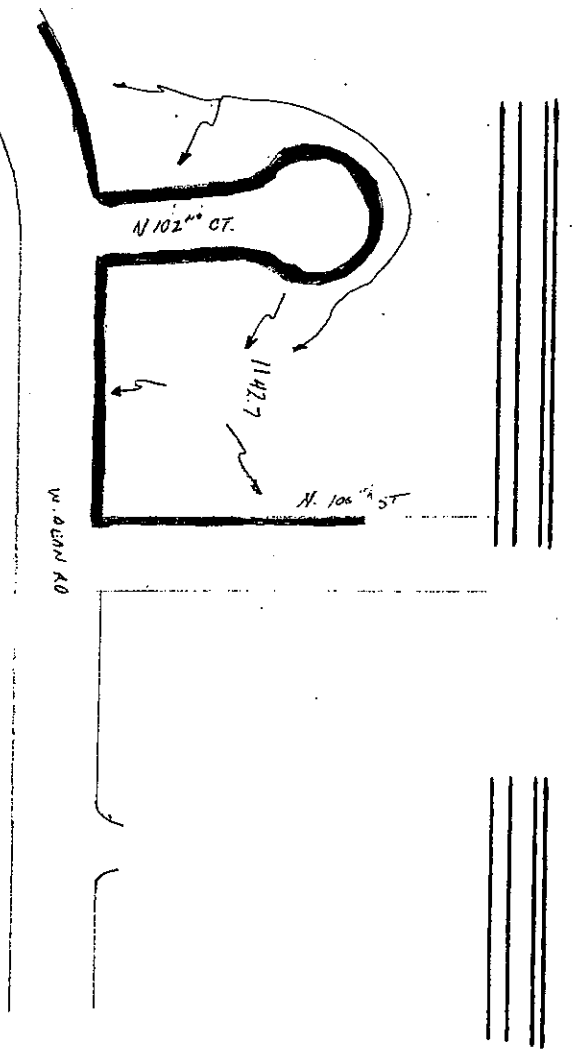
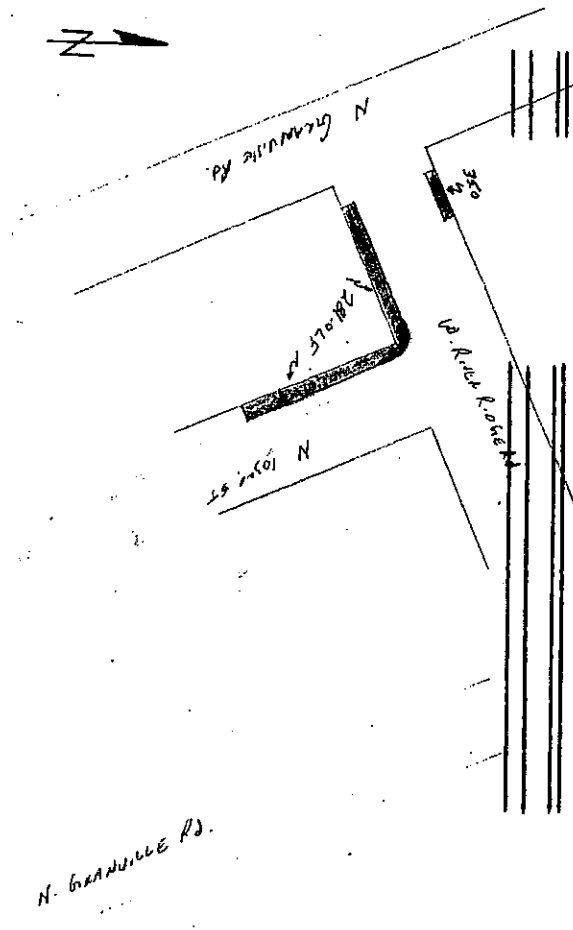
Checked by: [Signature], Approved by: [Signature]

Project Time: 7:00 Hrs., Work Day Charged 5:00

Total Time: 7:00 Hrs., Total Hrs. 9.5

Car Mileage - City Business 7 Miles

Reason:



INSPECTOR'S DAILY REPORT
STREET CONSTRUCTION SECTION

Total Sheets..... 1
Contract Sheet..... 1 of 1

Day & Date Wed 11-17-04

Location of Project RIVER RIDGE SUBDIVISION
GRANVILLE RD.
General Contractor.....
Sub-Contractor ZENITH TECH

Contract No.....
Project No. RE52311098
Weather..... CLDY
Temperature: Low 50° High 60°

QUANTITIES		GRADING, REMOVALS AND REMARKS	
DEPTH AND TYPE OF WORK OR	WORK COMPLETED		MATERIAL USED
	Actual	Based on Material Used	
Conc. Walk.....	Sq. Ft.		Cu. Yd.
Conc. Driveway.....	Sq. Ft.		Cu. Yd.
3" Conc. Curb & Gutter.....	Lin. Ft.	<u>2401</u>	<u>160</u> Cu. Yd.
Reinf. Conc. Pvm't.....	Sq. Yd.		Cu. Yd.
Conc. Base.....	Sq. Yd.		Cu. Yd.
Conc. Alley Pvm't.....	Sq. Yd.		Cu. Yd.
Asphalt Conc.....	Sq. Yd.		Tons
Asphalt Binder.....	Sq. Yd.		Tons
Stone.....	Sq. Yd.		Tons
Gravel.....	Sq. Yd.		Tons
Tar, Asphalt.....	Gals.		Gals.
Top Soil.....			Cu. Yd.
Daily Total Conc. Placed.....			Cu. Yd.
Daily Total Asphalt Conc. Placed.....			Tons
Daily Total Asphalt Binder Placed.....			Tons
Daily Total Placed.....			
Name of Plant & Yard No.....			
No. of Men Working: Gen. Contr.....			
		Sub. Contr.....	

ZENITH TECH PLACED 3" VFCGG ON W. RIVER RIDGE RD. N. 103RD ST, W. WABASH AVE. & N. 10TH ST.

SEE SKETCH ON BACK

LAST 2 OR 3 LOADS WERE PLACED IN THE DARK

STOPPED BY ARROW/LEFT 2 TIMES ONE TIME TO CHECK MANHOLE ADJUST ONE IS RIGHT ON THE OTHER WITHIN A FOOT THEY FOUND CASE - NO TICKET

Car Mileage - City Business.....
Reason: BETWEEN JOBS
Checked by: [Signature] Approved by: [Signature]
Project Time: 10:5 Hrs., Work Day Charged.....
Total Time: 7:00 to 6:00 Total Hrs. 10.5

Equipment: Trucks....., End Loader....., Grader....., Gradall.....
Finishing Machine....., Mech. Long. Floor....., Mech. Tamper.....
Curb Machine....., Air Hammer....., Conc. Saw....., Scraper.....
Rollers, Type & Weight.....
Pvm't Breaker..... SKID STEER

IF 20 4 F/L

CITY OF MILWAUKEE
INSPECTOR'S DAILY REPORT
STREET CONSTRUCTION SECTION

Total Sheets 1
Contract Sheet 1 of 1

Contract No.
Project No.
Weather P. Cloud
Temperature: Low 40° High 52°

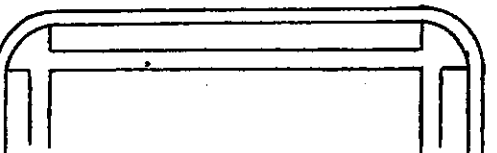
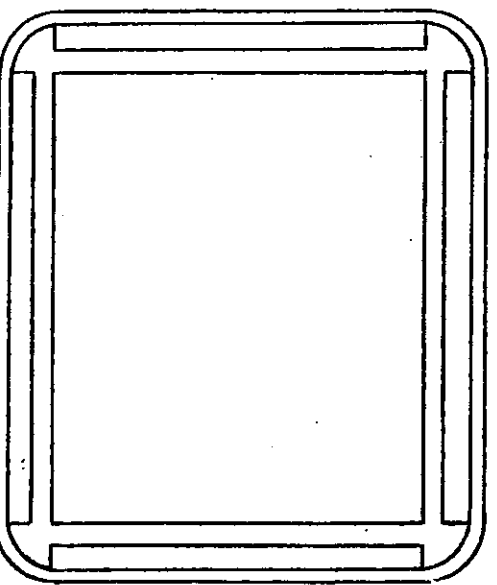
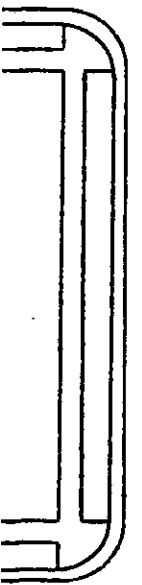
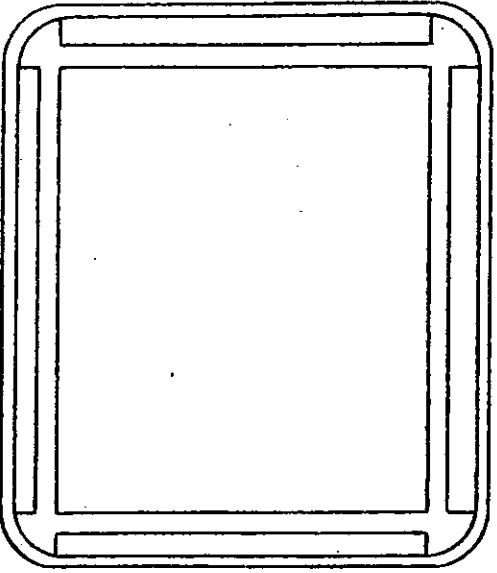
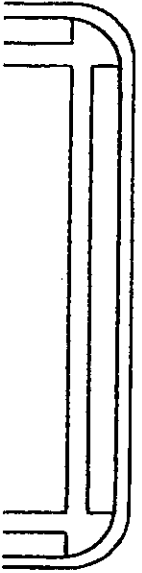
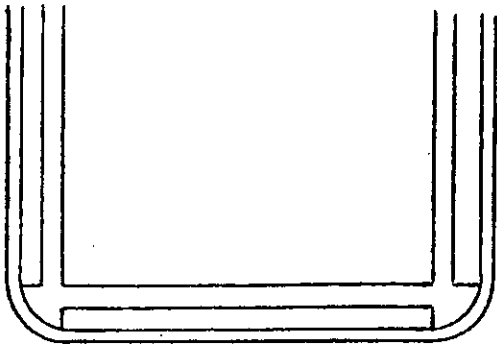
Location of Project Ridge Road Subdivision
General Contractor Parise & Dolan
Sub-Contractor

DEPTH AND TYPE OF WORK OR	WORK COMPLETED		MATERIAL USED
	Actual	Based on Material Used	
Conc. Walk	Sq. Ft.		Cu. Yd.
Conc. Driveway	Sq. Ft.		Cu. Yd.
Conc. Curb & Gutter	Lin. Ft.		Cu. Yd.
Reinf. Conc. Pvm't.	Sq. Yd.		Cu. Yd.
Conc. Base	Sq. Yd.		Cu. Yd.
Conc. Alley Pvm't.	Sq. Yd.		Cu. Yd.
Asphalt Conc.	Sq. Yd.		Tons
Asphalt Binder	Sq. Yd.		Tons
Stone	Sq. Yd.		Tons
Gravel	Sq. Yd.		Tons
Tar, Asphalt	Gals.		Gals.
Top Soil			Cu. Yd.
Daily Total Conc. Placed			Cu. Yd.
Daily Total Asphalt Conc. Placed			Tons
Daily Total Asphalt Binder Placed			Tons
Daily Total Placed			
Name of Plant & Yard No.			

PARISE & DOLAN PLACED STONE ON NORTH SIDE OF PLYG ONE

GRADING, REMOVALS AND REMARKS

No. of Men Working: Gen. Contr. 3 Sub. Contr.
Equipment: Trucks 4, End Loader, Grader, Gradall,
Finishing Machine, Mech. Long. Float, Mech. Tamper,
Curb Machine, Air Hammer, Conc. Saw, Scraper,
Rollers, Type & Weight 1000 LBS. 1.000/1000
Pvm't Breaker 5 LBS. STEEL
Car Mileage - City Business, Miles,
Reason:,
Checked by:, Approved by: [Signature]
Project Time:, Hrs., Work Day Charged,
Total Time: 7:00 09/05/30 Total Hrs. 100



CITY OF MILWAUKEE
INSPECTOR'S DAILY REPORT
 STREET CONSTRUCTION SECTION
 Bureau of Engineers

Total Sheets 1
 Contract Sheet 1 of 1

Day & Date TUE 11-9-04

Location of Project RIVER RIDGE
 General Contractor PVI
 Sub-Contractor POMERRO
 Contract No. _____
 Project No. _____
 Weather CLR
 Temperature: Low 30f High 50j

GRADING, REMOVALS AND REMARKS

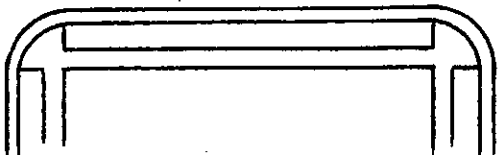
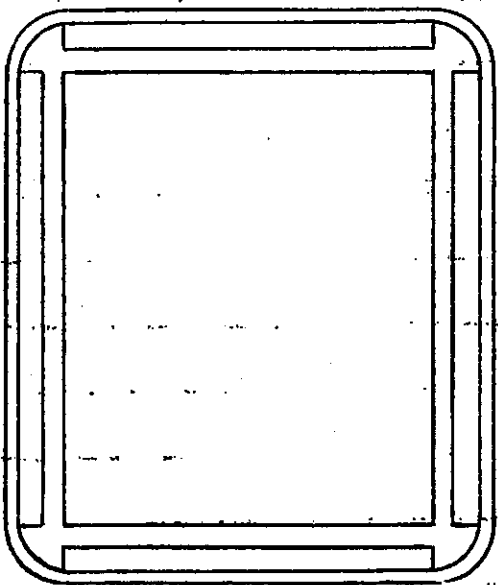
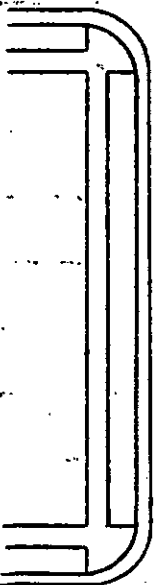
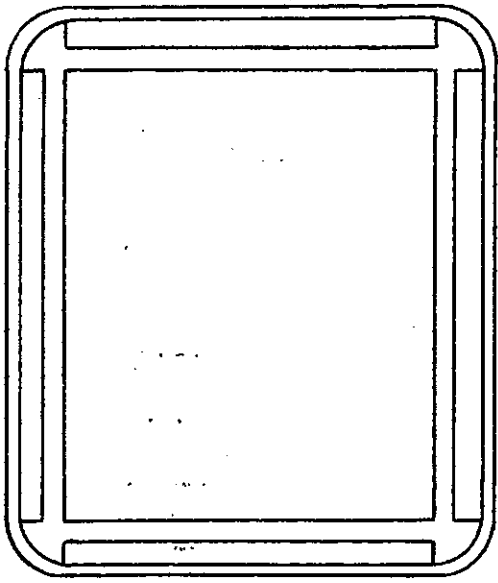
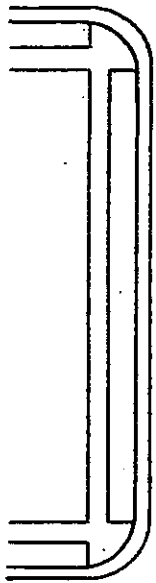
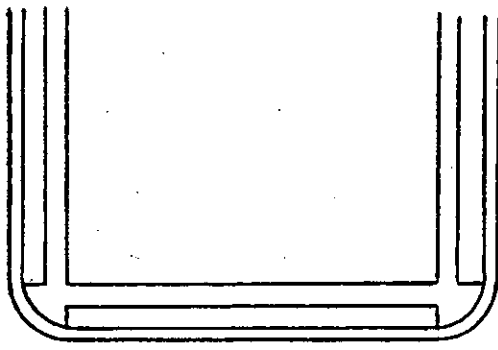
PROOF ROLL COMPLETED & TRAFFIC

QUANTITIES

DEPT OR TYPE OF WORK	WORK COMPLETED		MATERIAL USED
	Actual	Based on Material Used	
Conc. Walk	Sq. Ft.		Cu. Yd.
Conc. Driveway	Sq. Ft.		Cu. Yd.
Conc. Curb & Gutter	Lin. Ft.		Cu. Yd.
Reinf. Conc. Pvm't	Sq. Yd.		Cu. Yd.
Conc. Base	Sq. Yd.		Cu. Yd.
Conc. Alley Pvm't	Sq. Yd.		Cu. Yd.
Asphalt Conc.	Sq. Yd.		Tons
Asphalt Binder	Sq. Yd.		Tons
Stone	Sq. Yd.		Tons
Gravel	Sq. Yd.		Tons
Tar, Asphalt	Gals.		Gals.
Top Soil			Cu. Yd.
Daily Total Conc. Placed			Cu. Yd.
Daily Total Asphalt Conc. Placed			Tons
Daily Total Asphalt Binder Placed			Tons
Daily Total Placed			
Name of Plant & Yard No.			

No. of Men Working: Gen. Contr. _____ Sub. Contr. 3
 Equipment: Trucks 1, End Loader _____, Grader 1, Gradall _____,
 Finishing Machine _____, Mech. Long. Float _____, Mech. Tamper _____,
 Curb Machine _____, Air Hammer _____, Conc. Saw _____, Scraper _____,
 Rollers, Type & Weight _____
 Pvm't Breaker _____
 Car Mileage - City Business _____ Miles
 Reason: _____
 Checked by: _____, Approved by: [Signature]
 Project Time: 8 Hrs., Work Day Charged _____
 Total Time: 7:00 to 3:30, Total Hrs. _____
 Inspector: P. BRUNOW

NOTE: (SEE REVERSE SIDE FOR DIAGRAMS.)





Department of Public Works
Infrastructure Services Division

Jeffrey J. Mantes
Commissioner of Public Works

James P. Purko
Director of Operations

Jeffrey S. Polenske
City Engineer

March 1, 2007

Payne & Dolan, Inc.
N3 W23650 Badinger Road
P.O. Box 781
Waukesha, Wisconsin 53187

Subject: 2007 Paving Guarantee Work

Gentlemen:

The guarantee period for the following projects will expire as listed. The required work is:

C523040029 – August 31, 2007

N. 64th St. - W. Villard Ave. to W. Silver Spring Dr.

Southeast Corner W. Custer Ave. 18 ft. North of W. Sheridan Ave. East Side	Remove & replace spalled curb & gutter
5555-57 N. 64 th St.	Remove and replace three (3) walk stones with graffiti
5459 N. 64 th St.	Remove and replace spalled carriage walk
5457 N. 64 th St.	Remove and replace one (1) walk stone with graffiti
5339 N. 64 th St.	Remove and replace carriage walk with graffiti
Southwest Corner W. Birch Ave.	Remove & replace one (1) walk stone with joint failure
	Remove and replace four (4) walk stones with graffiti

C523040100 – August 26, 2007

S. 23rd St. - W. Maple St. to W. Mitchell St.

None	
------	--

S. 37th St. - W. Ohio Ave. to W. Ruskin St.

None	
------	--

S. 68th St. (Service Drive) - W. Howard Ave. to S. Honey Creek Dr.

None	
------	--

C523040101 - September 15, 2007

W. Chambers St. - N. 80th St. to N. 84th St.

Southwest Corner N. 80 th St.	Raise low sod along walk
--	--------------------------

CHEROKEE POINT SUBDIVISION PHASE I (Asphaltic Pavement Only)

S. Centennial Cr. - S. Cherokee Way to S. Cherokee Way

None	
------	--

S. Cherokee Way - W. Howard Ave. to 50 ft. North of W. Stonebridge Ct.

North of Median Island	Repair failing asphalt along centerline pavement joint
------------------------	--

W. Stonebridge Ct. - S. Cherokee Way to 550 ft. East of S. Cherokee Way

North End	Correct roadway drainage problem
-----------	----------------------------------

CHEROKEE POINT SUBDIVISION PHASE II (Concrete Work Only)

S. Cherokee Way (East Roadway) - 50 ft. North of W. Stonebridge Ct. to S. 41st St.

50 ft. North of W. Stonebridge Ct.	Remove & replace 12 cracked and settled walk stones
Lot 56	Remove and replace one (1) cracked walk stone

S. Cherokee Way (West Roadway) - 50 ft. North of W. Stonebridge Ct. to S. 41st St.

Southwest Corner S. Cherokee Way, S. Cherokee Way (East Roadway) & S. Cherokee Way (West Roadway)	Remove and replace cracked pedestrian ramp
Lot 75	Remove & replace one (1) heaved and settled walk stone
Lot 80	Remove and replace three (3) cracked walk stones

W. Willow Way - S. 41st St. to S. 43rd St.

Northeast Corner S. 43 rd St.	Remove & replace one (1) heaved and chipped walk stone
Northwest Corner S. 41 st St.	Remove and replace settled pedestrian ramp
Southwest Corner S. 41 st St.	Remove and replace heaved pedestrian ramp Remove & replace cracked & settled curb & gutter at inlet
Southeast Corner S. 41 st St.	Remove & replace one (1) heaved walk stone

S. 41st St. - W. Willow Way to 420 ft. North of W. Willow Way

None	
------	--

RIVER RIDGE SUBDIVISION

W. Dean Rd. - N. Granville Rd. to 430 ft. East of N. 100th St.

Northeast Corner of N. 100 th St. to a Point East	Remove and replace spalled curb and gutter (approximately 140 L.F.)
---	--

W. River Ridge Dr. - N. Granville Rd. to 130 ft. East of N. 103rd St.

None	
------	--

W. Wabash Ave. - N. 103rd St. to 100 ft. East of N. 101st Ct.

None	
------	--

Payne & Dolan, Inc.
2007 Paving Guarantee Work
March 1, 2007
Page 4

N. 100th St. - W. Dean Rd. to 270 ft. North of W. Dean Rd.

None	
------	--

N. 101st Ct. - 110 ft. South of W. Wabash Ave. to W. Wabash Ave.

None	
------	--

N. 102nd Ct. - W. Dean Rd. to 220 ft. North of W. Dean Rd.

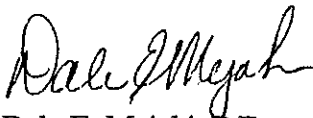
None	
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N. 103rd St. - W. Wabash Ave. to W. River Ridge Dr.

None	
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These corrections should be addressed immediately. All repairs must be completed before the end of 2007. Mr. Roger Reed, of the Construction Section, telephone number (414) 286-2433, must accept the repairs.

Very truly yours,



Dale E. Mejaki, P.E.
Infrastructure Operations Manager

GK GK:rr

c: Roger Reed



601 Oakmont Lane, Suite 400
Westmont, IL 60559-5570
630-468-5600 • Fax 630-468-5695

*Forward to Melissa
Schmidt 3/1/07*

February 27, 2007

Heritage Development
422 East County Road D
St. Paul, MN 55117

Principal: Heritage Development of WI, Inc.
Bond #: SRE1000593
Surety Company: Lyndon Property Insurance Company
Bond Amount: \$90,000.00
Bond Date: 12/1/03
Project: River Ridge – paving

Please advise regarding the status of the above referenced bond.

_____ This bond is hereby released effective _____
(If available, please attach original bond)

_____ This bond is hereby reduced to \$ _____, effective _____

If this bond cannot be released at this time, what is the anticipated release date? 7/30/07

Additional Comments: This bond can not be released until final completion of the street improvements.

If this bond can be released, the acknowledgement of this letter (below) will serve as a formal release of this bond and the Surety will hereby be released of its obligation under this bond.

City of Milwaukee
Obligee

By: Thomas Miller

Printed Name Thomas Miller

Title: COORDINATION MANAGER

Phone: 414-254-3304

E-Mail: TMILLER@MPOW.NET

Please direct responses to Melissa Schmidt at Scheer's, Inc. address or e-mail mschmidt@scheersinc.com



Department of Public Works

bc: J. Purko
T. Miller
C. McNaughtan
File

Jeffrey J. Mantes
Commissioner of Public Works

James P. Purko
Director of Operations

September 17, 2004

Scheer's Incorporated
Attn: Christine Woods
1023 West 55th Street
Countryside, IL 60525

Dear Ms. Woods:

Attached is the original bond 1008952 issued to the City of Milwaukee, Commissioner of Public Works, in the amount of \$852,250 for water, sewer, and paving improvements for the Riverridge subdivision. We are releasing this bond because there other bonds already in place for these improvements. The bonds are SRE1000595 for water, SRE1000597 (changed to SRE1000593) for paving, and SRE1000596 (changed to SRE1000594) for sewer.

If you have any questions regarding this matter, please call me at (414) 286-3304.

Very truly yours,



Thomas H. Miller
Coordination Manager

THM:ph

Attachment

c: Becky Nelson, Heritage Development

SUBDIVISION BOND

Bond No.: 1008952

Principal Amount: \$852,250.00

KNOW ALL MEN BY THESE PRESENTS, that we
Heritage Development of Wisconsin, LLC
422 East County Rd. D, Little Canada, MN 55117
as Principal, and
Lexon Insurance Company
1919 S. Highland Avenue, Bldg. A, Ste. 300, Lombard, IL 60148 a TX
Corporation, as Surety, are held and firmly bound unto
City of Milwaukee,
Commissioner of Public Works Department,
200 E. Wells Street, Milwaukee, WI 53202

as Oblige, in the penal sum of
Eight Hundred Fifty Two Thousand Two Hundred Fifty Dollars and 00/100
(Dollars) (\$ 852,250.00), lawful money of the
United States of America, for the payment of which well and truly to be made, we bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, Heritage Development of Wisconsin, LLC has agreed to construct in
River Ridge, Phase 1 Subdivision, in Milwaukee, WI the following
improvements:

Water, Sewer & Paving for River Ridge, Phase 1

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said
Principal shall construct, or have constructed, the improvements herein described, and shall save the
Oblige harmless from any loss, cost or damage by reason of its failure to complete said work, then
this obligation shall be null and void, otherwise to remain in full force and effect, and the Surety,
upon receipt of a resolution of the Oblige indicating that the improvements have not been installed
or completed, will complete the improvements or pay to the Oblige such amount up to the
Principal amount of this bond which will allow the Oblige to complete the improvements.

Upon approval by the Oblige, this instrument may be proportionately reduced as the public
improvements are completed.

Signed, sealed and dated, this 2nd day of July, 2004

Heritage Development of Wisconsin, LLC
Principal
By: [Signature]

Lexon Insurance Company
- Surety
By: [Signature]
Elaine Marcus Attorney-in-Fact

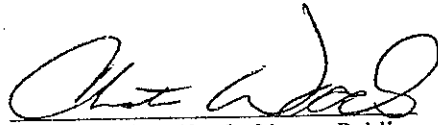


State of Illinois }
 } ss.
County of Cook }

On July 2, 2004, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Elaine Marcus known to me to be Attorney-in-Fact of Lexon Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 6/10/2006


Christine Woods, Notary Public



POWER OF ATTORNEY

LX-009585

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint:

Michael J. Schecr, James I. Moore, Christinc Woods, Irene Diaz

Bonnie Kruse, Stephen T. Kazmer, Dawn L. Morgan, Peggy Faust, Kelly A. Jacobs, Elaine Marcus, Jennifer J. McComb, Melissa Kotovsky

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$2,000,000.00, Two Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 2nd day of July, 2003.

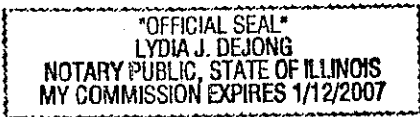


LEXON INSURANCE COMPANY

BY [Signature] David E. Campbell President

ACKNOWLEDGEMENT

On this 2nd day of July, 2003, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



[Signature] Lydia J. DeJong Notary Public

CERTIFICATE

I, the undersigned, Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 2nd Day of July; 20 04



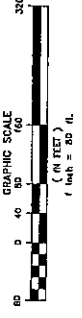
[Signature] Donald D. Buchanan Secretary

RIVER RIDGE

A DIVISION OF PART OF PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 4370, BEING A PART OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWN 8 NORTH, RANGE 21 EAST, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

John A. Ste...

9-19-03
Revised 3-3-04



INDICATES NO DIRECT VERTICAL ACCESS TO NORTH GRAVWALE ROAD
 * INDICATES 1" IRON PIPE FOUND
 O INDICATES NO. 10 (1.25") IRON PIPE, WT. 4.303 LBS. PER LINEAL FOOT, 30" IN LENGTH, SET UNLESS NOTED
 X INDICATES 1" IRON PIPE, WT. 4.303 LBS. PER LINEAL FOOT, 24" IN LENGTH, SET UNLESS NOTED
 DIMENSIONS ALONG CURVES ARE ARC LENGTHS.
 ALL DIMENSIONS MEASURED AND SHOWN TO THE NEAREST NUMBER OF A FOOT.
 BEARINGS REFERENCED TO THE SOUTH LINE OF THE NW 1/4 OF SECTION 8 NORTH, RANGE 21 EAST, WHICH BEARS N 87°43'12" E

* CORRECTIONS PER AFFIDAVIT OF CORRECTION
 REC. ID: 31-2005 DOC. NO. 09120975

National Survey & Engineering
 1000 W. Wisconsin Ave.
 Suite 200
 Waukesha, WI 53186
 Phone: 262.533.1222
 Fax: 262.533.1223
 www.nsewi.com

THIS INSTRUMENT WAS DRAFTED BY ERIC P. STUBBS, WISCONSIN REGISTERED LAND SURVEYOR S-2309

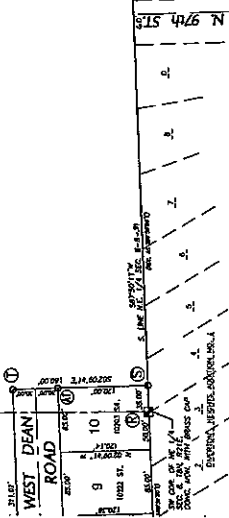
SHEET 2 OF 3 SHEETS

WISCONSIN DEPARTMENT OF TRANSPORTATION R.O.W.

LOT 4
 *
 BLOCK 1
 LAYOUT MAP
 CITY OF WAUKESHA

CONSULT LOTS 2, 3, 4 TO OWNER AND MAINTAINED BY LEADLINE
 CIRCULAR CURVES IN L.L. AND EACH IMPROVEMENT THEREON
 AND WAUKESHA COUNTY SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE
 IMPROVEMENTS AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE
 IMPROVEMENTS FOR THE REASON OF THE IMPROVEMENT.

*
 EACH INDIVIDUAL LOT OWNER SHALL MAKE AN UNDEVELOPED
 QUANTITY OF THE CITY OF WAUKESHA SHALL NOT BE LIABLE FOR
 THE MAINTENANCE OF ANY IMPROVEMENTS ON ANY LOT IN THE SUBDIVISION FOR THE
 REASON OF THE IMPROVEMENT.



SEE SHEET 1

North American Bond Claim Services

Limited Liability Company

September 14, 2007

Mr. Ghassan Korban, P.E.
Coordination Manager
Department of Public Works
City of Milwaukee
Municipal Building--Room 501
841 North Broadway
Milwaukee, WI 53202

Re: River Ridge Subdivision, Milwaukee, WI
Heritage Development of WI, LLC

Dear Mr. Korban:

I thank you, Roger Reed, and Mike Chaplock for meeting with me on-site last Monday, September 10th to review the deficiencies in the paving improvements in the River Ridge subdivision. I wanted to follow up with a letter to document our files, particularly in light of Mr. Reed's subsequent discussion with Jeff Bachelor, representative of Payne & Dolan and of Zenith Tech, Inc.

I appreciated that your department marked the deficiencies for easy identification. This was all the more helpful, as we had quite a downpour while we were viewing the them, and this assisted us in their location. We also identified one section of curb & gutter whose marking had been overlooked.

In all, I noted 8 sections of Curb & Gutter requiring attention, including the unmarked section and the long, spalled section, approximately 300 feet in length. I noted a total of 5 sections of street repair needed, including a sizable section the entire width of the street.

Our goal was to try to have this project completed by the end of October. I was informed that the City's Street Construction Specifications require a three-year maintenance of new roads, and since these roads are less than three years old, it was my understanding that the contractors that installed the pavement (Payne & Dolan) and the curb & gutter (Zenith Tech, Inc.) were responsible for remedying the above-mentioned deficiencies. Mr. Reed was going to contact the respective contractors to ask that they remedy their deficiencies so that the final lift of asphalt could be applied. Roger did this, however the contractors are denying any liability to make the corrections.

This refusal of the contractors to fix their deficient work complicates matters. I believe that Mr. Bachelor was in error with his statements that they had not been paid for the work they performed and that the contractors offer only a one-year warranty on their work and that the developer is required to pay for any repairs beyond one year.

North American Bond Claim Services

Limited Liability Company

I've written to Mr. Bachelor, and a copy of my letter is enclosed. Please review that letter, and if local practice varies from my interpretation of the respective obligations, please let me know. I'll look to the City to assist the surety in the enforcement of these obligations.

Anticipating some of Payne & Dolan's and Zenith Tech's complaints, I note that there were no issues in the March 1, 2007 letter from Jeff Mantes for anything other than the spalled curb & gutter ("approximately 140 L.F."). There was no mention of the remaining curb & gutter deficiencies, and there was no mention of any road repairs.

I also anticipate that Mr. Bachelor may contend that the balance of improvements (other than the spalled concrete) were accepted. Did the City ever issue anything that would constitute an acceptance?

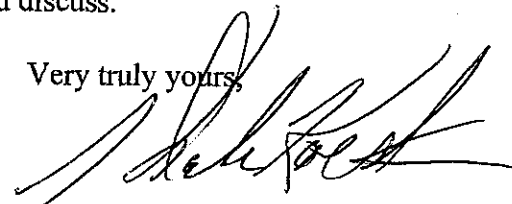
There is one other principle that I need to address: that of Economic Waste. Economic Waste is the expense of replacing something that is fully functional, but for some reason, does not comply with certain specifications. I suspect that replacing the spalled curb would constitute Economic Waste. While it is not attractive, is there something that significantly diminishes its usefulness?

Ghassan, it is Lyndon's desire to promptly resolve this matter in a fashion that will allow both Lyndon and the City to be satisfied. I fear that the issues with the contractors may slow progress, but, if your department will continue to insist that the contractors truly have the duty to repair the defective work, I believe we can still hope for a completion of this project by the end of October.

One final note: I just realized that Jeff Mantes' 3/1/07 letter shows September 15, 2007 as the expiration date of the 3-year maintenance period for River Ridge. That's tomorrow. May I suggest that Mr. Mantes send a follow up fax to Payne & Dolan and to Zenith Tech to fully enumerate the deficiencies, as noted above, and that the faxes go out today? We don't want the contractors to have a defense that they were not notified of the deficiencies.

Again, thanks for your cooperation and assistance as we work together to resolve this matter. Lyndon continues to reserve all its rights and defenses, and nothing herein should be considered an estoppel, waiver, or modification of any of those rights. Please don't hesitate to contact me if there are any matters that we should discuss.

Very truly yours,



J. Dale Koester

Vice President

North American Bond Claim Services

on behalf of Lyndon Property Insurance Company

encl.

811 North Second Street

Laclede's Landing

St. Louis, MO 63102

Telephone 314-621-3010

North American Bond Claim Services

Limited Liability Company

VIA E-MAIL AND FIRST-CLASS MAIL

September 25, 2007

Mr. Ghassan Korban, P.E.
Coordination Manager
Department of Public Works
City of Milwaukee
Municipal Building--Room 501
841 North Broadway
Milwaukee, WI 53202

Re: River Ridge Subdivision, Milwaukee, WI
Heritage Development of WI, LLC

Dear Mr. Korban:

I thank you and Roger Reed for your cooperation yesterday which, along with the acknowledgement of Payne & Dolan, should permit us to resolve this matter prior to the end of October. The following memorializes our agreement. I anticipate that Payne & Dolan will be the contractor on the project, so I write this with that assumption, however, this is subject to review by the surety.

Upon further examination of the binder course on the street, it was determined that the base is sound, and the marked areas are merely surface blemishes. These areas will not affect the soundness of the streets once the final lift of asphalt is put down.

Jeff Bachelor, as representative of Payne & Dolan and of Zenith Tech, Inc., acknowledged that the spalled curb & gutter is their obligation to replace. There is approximately 300 linear feet of spalled curb & gutter. Because of questions surrounding the cause of cracks on in the curbs, you expressed the City's willingness to forego their replacement so long as this forbearance facilitates getting this project completed in a timely manner.

Payne & Dolan will mill the edge of West River Ridge Drive where it joins North Granville Road so that there would be a better fit at the junction. P&D will spread the milling fines along the shoulders of West Granville to improve the shoulders near the entrance to the subdivision. Jeff also volunteered to mill around the manhole nearest this intersection to improve the durability of the final lift of asphalt at this location. Payne & Dolan will also furnish necessary riser rings around manholes and water valves so that the lids will be raised to the finished street elevation.

Because these streets have been in existence at least three years, the City is agreeable to adjusting the maintenance requirements on any remaining work necessary to finalize this project to one year after the date of completion.

811 North Second Street

Laclede's Landing

St. Louis, MO 63102

Telephone 314-621-3010

North American Bond Claim Services

Limited Liability Company

It is the expressed intent of Payne & Dolan that, weather permitting, all work will be finished by the middle of October. If not complete by that time, it should be completed by the end of October 2007.

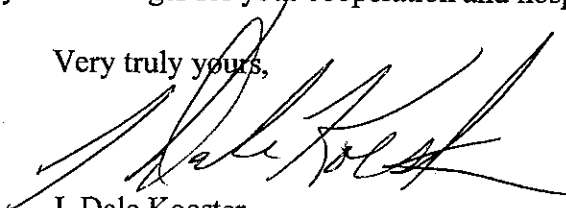
The surety will review P&G's bid for the completion of the work and possibly solicit other bids. Upon determination of the best bid, and with the agreement of the City, Lyndon will pay over to the City the amount of the bid so that the City and the ultimate completing contractor may enter an agreement to finish this project. It is Lyndon's desire that the City require a bond from the completing contractor so that Lyndon can be finished with this project. Lyndon will pay the cost of the bond, which is expected to be a line item in the bid of the completing contractor.

Ghassan, I believe this summarizes all the negotiations and agreements which we achieved yesterday. If I've overlooked something, please refresh my memory.

I am also furnishing a Tender Agreement and Release. This is a routine document when dealing with contracts, but, since the agreement between Heritage and the City was an agreement for Heritage to build a subdivision and the requisite improvements, I had to make a few adjustments so that it would be applicable in our case. Please look this over and let me know if you have any questions or find anything objectionable within it. This document normally accompanies the payment made by the surety to the Obligee, once we know how much that will be.

I think we're getting very close to being able to finalize this matter. Please give me a call if we need to discuss anything. Thank you and Roger for your cooperation and hospitality.

Very truly yours,



J. Dale Koester
Vice President
North American Bond Claim Services
on behalf of Lyndon Property Insurance Company

encl.

Corporate Office
N3 W23650 Badinger Road
Waukesha, WI 53187

Payne & Dolan, Inc.



Jeffrey M. Batchelor
Direct: 262-524-1804
Cell: 262-366-5098
Fax: 262-524-1845
jbatchelor@payneanddolan.com

PROPOSAL

SUBMITTED TO:

City of Milwaukee
Attn: Ghassan Korban
841 North Broadway
Milwaukee, WI 53202

DATE: October 4, 2007
PHONE: 314.621.3010 **FAX:** 314.621.2490
JOB NAME: River Ridge Phase I Surface
JOB LOCATION: Granville Road & River Ridge, Milwaukee
PLAN DATE:

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

- Mill butt joints at Granville Road.
- Construct a single course 1½" asphalt pavement in the total area of approximately 8,500 s.y.
- Provide tack coat between lifts of asphalt.
- Adjust manholes with 1½" cast iron rings.
- Adjust water boxes to finish grade.

Total Price: \$47,200.00

Notes:

1. Permits are not included.
2. Multiple mobilizations are not included. If Payne & Dolan, Inc. is required to mobilize more than one time, the charge for additional mobilizations shall be \$1,000.00 per mobilization.
3. We agree to comply with the City of Milwaukee street construction specifications.

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

*Thank you,
Jeffrey M. Batchelor*

THE MATERIALS AND SERVICES INCLUDED IN THIS PROPOSAL ARE SUBJECT TO VOLATILE MARKET FORCES. IF THIS PROPOSAL IS NOT ACCEPTED AND RETURNED WITHIN **15 DAYS** FROM THE DATE OF THIS PROPOSAL OR IF THE WORK IS NOT COMPLETED BY **October 15, 2007**, THIS PROPOSAL WILL NOT BE VALID AND PAYNE & DOLAN, INC. RESERVES THE RIGHT TO MODIFY THIS PROPOSAL.

PRIOR TO PAYNE & DOLAN, INC. BEGINNING WORK UNDER THIS CONTRACT, OWNER/CONTRACTOR SHALL PROVIDE EVIDENCE THAT THE FOLLOWING PAYMENT TERM IS MET OR PAID AND IS ACCEPTABLE TO PAYNE & DOLAN, INC. TO FULFILL THEIR OBLIGATIONS UNDER THIS CONTRACT: PAYMENT IN FULL/LETTER OF CREDIT FOR CONTRACT

PLEASE CALL CAT WARDEN AT (262) 524-1739 TO GET APPROVAL ON YOUR PROPOSED SCHEDULE OR TO MAKE PAYMENT ARRANGEMENTS (IF DIFFERENT THAN BELOW).

2007 Construction Year Price

MESSAGE CONFIRMATION

10/10/2007 14:26
ID=CITY OF MILWAUKEE DPW

DATE	S,R-TIME	DISTANT STATION ID	MODE	PAGES	RESULT	S.C.
10/10	00'37"	314-621-2490	TX	002	OK	0000

10/10/2007 14:25 CITY OF MILWAUKEE DPW → 913146212490 NO.740 0001

Corporate Office
N3 W23650 Badinger Road
Waukesha, WI 53187

Payne & Dolan, Inc.



Jeffrey M. Batchelor
Direct: 262-524-1804
Cell: 262-366-5098
Fax: 262-524-1845
jbatchelor@payneanddolan.com

PROPOSAL

SUBMITTED TO:

City of Milwaukee
Attn: Ghassan Korban
841 North Broadway
Milwaukee, WI 53202

DATE: October 4, 2007
PHONE: 314.621.3010 **FAX:** 314.621.2490
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PLEASE CALL CAT WARDEN AT (262) 524-1739 TO GET APPROVAL ON YOUR PROPOSED SCHEDULE OR TO MAKE PAYMENT ARRANGEMENTS (IF DIFFERENT THAN BELOW).

Fax Cover Sheet

To: Mr. Jeffrey M. Batchelor
Payne & Dolan, Inc.

Fax Number: 262-524-1845

Number of Pages (Including Cover): 1

From: J. Dale Koester
Executive Vice President/Surety Bond Mgr.
North American Bond Claim Services, LLC

Date: October 4, 2007

Re: Heritage Development of WI, LLC
River Ridge Subdivision, Milwaukee, WI
River Ridge Phase I Surface

Dear Jeff,

I am pleased to inform you that Heritage's surety, Lyndon Property Insurance Company, has accepted your bid of \$47,200.00 for the completion of the streets in River Ridge subdivision (Phase I). Because this was a private letting, I am not authorized to release the bid results.

As we discussed on September 24th, Payne & Dolan, Inc. will enter an informal contract with the City of Milwaukee to complete this work in accordance with Milwaukee's Street Construction Specifications, and a surety bond is required. The City, however, will require only a one-year warranty on the work.

Once the City notifies me that it has entered into the agreement with Payne & Dolan, and Payne & Dolan has provided the requisite bond, I will requisition a check, payable to the City of Milwaukee, in the full amount of \$47,200.00, and I will forward that check directly to the City. The check issuing process generally takes about 3 days.

On behalf of Lyndon, I thank you for your proposal, and we look forward to a successful conclusion to this project.

cc: Ghassan Korban, P.E., via email
Milwaukee Public Works Dept.



Department of Public Works

October 11, 2007

Jeffrey J. Mantes
Commissioner of Public Works

James P. Purko
Director of Operations

Dear Property Owner of River Ridge:

The City of Milwaukee in cooperation with North American Bond Claim Services has secured a contractor to place the final layer of asphalt pavement within your subdivision. The bonding company is working on behalf of the developer, Heritage Development, which allowed this subdivision development to go into bankruptcy. The cost of this work will be borne entirely by the bonding company. There will not be any special assessment to your property due to this work.

Tentatively, Payne & Dolan, a paving contractor, will mobilize to the site the week of October 15th to place the asphalt. It is anticipated that this work will take only one day. You may drive on the new pavement within a few hours of placing the asphalt.

If you have any questions, contact Ghassan Korban at 286-3304.

Very truly yours,

Jeffrey J. Mantes
Commissioner of Public Works

JJM:GK:mra
c: Ald. Puente
J. Polenske
File

TAX KEY MAILING LIST

Project No. ST214070001	Improvement & Location River Ridge Addition number 1	2007-10-09 10:33:57
040-0221-8	\$ 0 GREGORY L PETERS 10310 W RIVER RIDGE DR JUNE PETERS	10310 W RIVER RIDGE DR MILWAUKEE, WI 53224
040-0222-3	\$ 0 MICHAEL T FRANZ 10302 W RIVER RIDGE DR CHRYSYAL M FRANZ	10302 W RIVER RIDGE DR MILWAUKEE, WI 53224
040-0223-9	\$ 0 TERRELL M GAMBLE 10240 W RIVER RIDGE DR MARYN K DONALSON-GAMBLE	10240 W RIVER RIDGE DR MILWAUKEE, WI 53224
040-0224-4	\$ 0 KEONA S JONES 8460 N 103RD ST	8460 N 103RD ST MILWAUKEE, WI 53224
040-0225-X	\$ 0 TIMOTHY ANDERSON 8452 N 103RD ST REGINA M ANDERSON	8452 N 103RD ST MILWAUKEE, WI 53224
040-0226-5	\$ 0 LARRY WADE 10218 W WABASH AV JULIETTE M FRANCIS-WADE	10218 W WABASH AV MILWAUKEE, WI 53224
040-0227-0	\$ 0 KIM R KESS 10120 W WABASH AV	10120 W WABASH AV MILWAUKEE, WI 53224
040-0228-6	\$ 0 LAWRENCE BURNETT 10110 W WABASH AV SANDRA BURNETT	10110 W WABASH AV MILWAUKEE, WI 53224
040-0229-1	\$ 0 SAFFRONIA DODD-OWENS 10040 W WABASH AV	10040 W WABASH AV MILWAUKEE, WI 53224
040-0230-7	\$ 0 DAVID H ARNDT 8463 N 103RD ST LEAH M ARNDT	8463 N 103RD ST MILWAUKEE, WI 53224

TAX KEY MAILING LIST

Project No.	Improvement & Location	2007-10-09 10:33:57
ST214070001	River Ridge Addition number 1	
040-0231-2	0 LARRY HAYES	8455 N 103RD ST
	KATTIE HAYES	MILWAUKEE, WI 53224
040-0232-8	0 CHRISTOPHER D WARNER	8451 N 103RD ST
	TASHA D WARNER	MILWAUKEE, WI 53224
040-0233-3	0 EDWARD FUENMAYOR	10303 W WABASH AV
	KATHY J FUENMAYOR	MILWAUKEE, WI 53224
040-0234-9	0 KENNETH J FISHER	10219 W WABASH AV
	KIMBERLY A FISHER	MILWAUKEE, WI 53224
040-0235-4	0 GREGORY MOORE	10213 W WABASH AV
	BEVERLY B MOORE	MILWAUKEE, WI 53224
040-0236-X	0 CORA SCOTT-TOOLS	8443 N 101ST CT
		MILWAUKEE, WI 53224
040-0237-5	0 REGINALD DANIEL REVOCABLE	8433 N 101ST CT
	TRUST & GWENDOLYN D	MILWAUKEE, WI 53224
	IRISH	
040-0238-0	0 RICKY T MERRITT	8430 N 101ST CT
		MILWAUKEE, WI 53224
040-0239-6	0 PHIMMACHANH SIMPRAPHONE	8436 N 101ST CT
	TRICIA K SIMPRAPHONE	MILWAUKEE, WI 53224
040-0240-1	0 WILLIAM H DAVIS	10031 W WABASH AV
	PARTHENIA DAVIS	MILWAUKEE, WI 53224

TAX KEY MAILING LIST

2007-10-09 10:33:57

Improvement & Location
River Ridge Addition number 1

Project No.
ST214070001

040-0241-7	\$	0	SUNIL R CHAWDA BHAYNA S CHAWDA	8411 N 102ND CT MILWAUKEE, WI 53224
040-0242-2	\$	0	BRIAN A MEANS JULIA MEANS	8415 N 102ND CT MILWAUKEE, WI 53224
040-0243-8	\$	0	CHRISTOPHER J HANSEN PAMELA M HANSEN	8421 N 102ND CT MILWAUKEE, WI 53224
040-0244-3	\$	0	TOI-KAY WRIGHT	8426 N 102ND CT MILWAUKEE, WI 53224
040-0245-9	\$	0	PATRICK D CHATMAN LISA D CHATMAN	8420 N 102ND CT MILWAUKEE, WI 53224
040-0246-4	\$	0	STERLING HARDING ALISA A HARDING	8414 N 102ND CT MILWAUKEE, WI 53224
040-0247-X	\$	0	ROMEL R TOLBERT	8410 N 102ND CT MILWAUKEE, WI 53224
040-0248-5	\$	0	JACQUELINE J CHILDS-GRABER	8411 N 100TH ST MILWAUKEE, WI 53224
040-0249-0	\$	0	BRIAN A BARWICK RAE ANN BARWICK	8415 N 100TH ST MILWAUKEE, WI 53224
040-0250-6	\$	0	DARRYL E TUCKER PAMELA R TUCKER	8421 N 100TH ST MILWAUKEE, WI 53224

TAX KEY MAILING LIST

Project No. ST214070001	Improvement & Location River Ridge Addition number 1	2007-10-09 10:33:57
040-0251-1 8410 N 100TH ST	0 JIMMY L DESHAZER LESLIE R DESHAZER	8410 N 100TH ST MILWAUKEE, WI 53224
040-0252-7 8414 N 100TH ST	0 ANAYO E AGWOEME CHILLERO V AGWOEME	8414 N 100TH ST MILWAUKEE, WI 53224
040-0253-2 8420 N 100TH ST	0 JEFFREY TATUM OMETRESS TATUM	8420 N 100TH ST MILWAUKEE, WI 53224
040-0254-8 10215 W DEAN RD	0 JOSEPH R BORK LESLIE A BORK	10215 W DEAN RD MILWAUKEE, WI 53224
040-0255-3 10121 W DEAN RD	0 KERRY D WILLIAMS ANGELA L WILLIAMS	10121 W DEAN RD MILWAUKEE, WI 53224
040-0256-9 10109 W DEAN RD	0 SHANNON L SMITH	10109 W DEAN RD MILWAUKEE, WI 53224
040-0257-4 10011 W DEAN RD	0 RANDY B NICHOLS NICHOLE F NICHOLS	10011 W DEAN RD MILWAUKEE, WI 53224
040-0258-X 10003 W DEAN RD	0 OMAR K CAMARA DAWN M CAMARA	10003 W DEAN RD MILWAUKEE, WI 53224
040-0259-5 9951 W DEAN RD	0 JEFFREY B DUNN JILL M LEONARD	9951 W DEAN RD MILWAUKEE, WI 53224
040-0260-0 9921 W DEAN RD	0 BRUCE M JEWELL FRANCIS J JEWELL	9921 W DEAN RD MILWAUKEE, WI 53224

TAX KEY MAILING LIST

Project No.	Improvement & Location		2007-10-09 10:33:57
ST214070001	River Ridge Addition number 1		
040-0261-6	0 PAMELA J SPREWELL	\$	9903 W DEAN RD MILWAUKEE, WI 53224
9903 W DEAN RD			
040-0262-1	0 FRANK F WILDER MARY D WILDER	\$	9851 W DEAN RD MILWAUKEE, WI 53224
9851 W DEAN RD			
040-0263-7	0 ANTHONY L POOLE MONET M POOLE	\$	9813 W DEAN RD MILWAUKEE, WI 53224
9813 W DEAN RD			
040-9981-100-0	0 JOSEPH P MUELLER	\$	8432 N GRANVILLE RD MILWAUKEE, WI 53224
8432 N GRANVILLE RD			

Lyndon Property Insurance Company
 14755 N. Outer Forty Road, Suite 400
 St. Louis, MO 63017

Check No	Check Date
0000009557	10/12/2007

US Bank, N.A.

80-1769 (3)
 0815

PAY FORTY-SEVEN THOUSAND TWO HUNDRED AND 00/100 DOLLARS

CHECK AMOUNT
\$*****47,200.00

TO THE ORDER OF

PAYNE & DOLAN, INC.
 PO 781
 WAUKESHA, WI 53188

BY Robert A. Dickey
AUTHORIZED SIGNATURE
 BY Dave O'Neil
AUTHORIZED SIGNATURE

⑈0000009557⑈ ⑆081517693⑆ 3500711712⑈

Detach at Perforation

Detach and Retain this Statement for the Insured's File

Claim Number: C07000228 Check Number: 0000009557 Check Date: 10/12/2007

Insured: DEVELOPMENT, HERITAGE
 Check Payable To: PAYNE & DOLAN, INC.
 PO 781
 WAUKESHA, WI 53188

Account or Certificate Number: ASRE000593 Date of Loan: 07-01-2007

Social Security Number: Claim Type: PROPERTY

Loss Date	Date Reported	Producer	Check Amount
07-01-2007	10-12-2007	09480020	\$*****47,200.00

Monthly Benefit	Daily Benefit	Disability Period
\$.00		

Daily benefit equals monthly benefit divided by 30

Less Amount Paid To	Original Amount of Life Insurance	Type of Payment
	\$.00	FINAL

If "continuing" a claim form has been mailed to the Insured.

Comments: HERITAGE DEV
 PAVING

SRE 1000593

Lyndon Property Insurance Company
 14755 N. Outer Forty Road, Suite 400
 St. Louis, MO 63017

[72850001]

Form ID F009

DEPARTMENT OF PUBLIC WORKS ESTIMATE OF WORK AND ASSESSMENTS

Estimating

Est No. 28760

865-0984-X

General Information

River Ridge Subdivision in the 9th Aldermanic District

Compiled By _____
Date FEBRUARY 8, 2007

PAVING THE STREET WITH _____
DOING ALL THE NECESSARY GRADING _____
PERTAINING TO SAID WORK _____

LENGTH OF PROJECT	_____	FEET
WIDTH OF RIGHT OF WAY	_____	FEET
WIDTH OF EXISTING ROADWAY	_____	FEET
WIDTH OF NEW ROADWAY	_____	FEET
WIDTH OF WALK AREA	_____	FEET
PAVEMENT REMOVAL	_____	FEET
PAVEMENT REMOVAL	_____	FEET
PREVIOUS SURFACE	_____	S. Y.
NEW SURFACE	_____	
ROADWAY TYPE :	<u>STREET</u>	

STATE AID ELIGIBILITY 0.0%

810 ARTERIAL	_____	%
820 COLLECTOR	_____	%
900 CONNECTING HIGHWAY	_____	%
830 LOCAL	<u>100.0</u>	%
850 ALLEY	_____	%
800 GENERAL	_____	%

LETTER NUMBER 99-2007

HEARING DATE _____ FILE NO. _____ ADOPTION DATE _____
CONTRACTOR _____
CONTRACT C AWARDED _____ COMPLETED _____

ENGINEER'S CONTRACT CERTIFICATION
I CERTIFY THAT THE ATTACHED DESCRIBED QUANTITIES OF WORK HAVE BEEN COMPLETED IN FRONT OF THE PROPERTIES DESCRIBED HEREIN.

ENGINEER

DATE

OFFICE OF THE COMMISSIONER OF PUBLIC WORKS

THE COMMISSIONER OF PUBLIC WORKS OF THE CITY OF MILWAUKEE DOES HEREBY RECOMMEND OR ASSESS THE AMOUNT SHOWN OPPOSITE THE ATTACHED DESCRIBED LOTS, PARTS OF LOTS AND PARCELS OF LAND, AS BENEFITS DERIVED BY REASON OF THE IMPROVEMENT, IN CONFORMANCE WITH THE ORDINANCES OF THE CITY OF MILWAUKEE AND THE LAWS OF THE STATE OF WISCONSIN.

SPECIAL DEPUTY COMMISSIONER OF PUBLIC WORKS

DATE

ASSESSMENT RATES

STREET PAVEMENT (R)	_____	FEET
STREET PAVEMENT (O)	_____	FEET
ALLEY PAVEMENT (R)	_____	FEET
ALLEY PAVEMENT (O)	_____	FEET
CURB AND GUTTER	_____	FEET
CONC WALK	_____	SQ. FT
ASPH WALK	_____	SQ. FT
SEED	_____	SQ. YD
5" DRIVEWAY	_____	SQ. FT

PROJECT FUNDING
ASSESSABLE _____

CROSSINGS _____
EXCESS ASSESS. _____
PROJECT TOTAL _____

ESTIMATED COST OF STREET IMPROVEMENT

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
30500	Mobilization	I.S.	1	2,500.00	2,500.00
30501	Finishing Roadway	I.S.	1	800.00	800.00
30601	Traffic Control	I.S.	1	500.00	500.00
40231	Curb &/or Curb & Gut Rem	I.F.	102	4.00	408.00
40262	Sawing	I.F.	50	2.00	100.00
50232	31" VFGC&G	I.F.	242	24.00	5,808.00
50760	6" Concrete Base	S.Y.	9	25.00	225.00
60103	Track Coat	GAL.	592	1.35	799.20
60105	Base Prep for Asph Surf	I.S.	1	800.00	800.00
60130	VF Asph Conc Pavt-1/2"Max	TONS	865	50.00	43,250.00
70500	Gravel Filling	TONS	12	15.00	180.00
*84100	Manhole Rings (Comb Type)	EACH	36	250.00	9,000.00
97900	Erosion Control	I.S.	1	250.00	250.00

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT

TOTAL ESTIMATED COST (CONTRACTUAL) 64,620.20

REMARKS

V.T.A.C. Summary: 1 Cu.Ft. = 153 lbs.
 * Item Manhole Rings Includes: 36 two inch Rings

INDIRECT COST _____
 LINE, GRADE & STAKING COST 1,000.00
 DESIGN ENGINEERING COST _____
 ESTIMATED CONSTRUCTION ENGINEERING COST _____
 ESTIMATED STORM WATER DRAINAGE COST 5,000.00

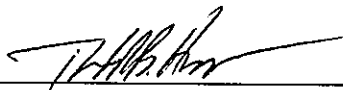


PAYNE & DOLAN
INCORPORATED

WARRANTY

We hereby warrant that the asphalt paving which we have installed at River Ridge Surface has been done in accordance with the drawings and specifications and that the work installed will fulfill the requirements of those specifications. We agree to repair or replace any or all work which may prove to be defective in workmanship or materials, together with any adjacent work which requires repair or replacement because of our defective work, within a period of **one (1)** year from the completion date of our work which is October 27, 2007. Ordinary wear and tear, abuse or neglect is not covered under this warranty.

Cosigned _____
(General Contractor)

Signed  _____
(Subcontractor)
Todd Hughes,
Agent

Payne & Dolan, Inc.
N3 W23650 Badinger Road
Waukesha, WI 53187

"Equal Opportunity Employer"

Since 1926

www.payneanddolan.com

Waukesha, WI 53187
P.O. Box 781
N3W23650 Badinger Road
262-524-1700 Fax: 262-524-1845

Antioch, IL 60002
28327 Route 173
847-838-3700 Fax: 847-838-6300

Gladstone, MI 49837
P.O. Box 351
801 Clark Drive
906-428-1008 Fax: 906-428-2823

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called Owner, in the penal sum of _____

_____ Dollars, \$ (_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____ 20____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred Under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20 _____

(SEAL)

Principal

Witnesses

By

Title

Address

Surety

Surety Witnesses

Surety - Contract MAILING Address

By

Attorney-in-Fact or Agent

(SEAL OF SURETY)

Name of Surety Contact Person _____ and Phone Number _____
(Please Print)

NOTE: The affidavit on the following page must be properly executed before this bond will be approved. Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the State where the project is located.

AFFIDAVIT

(With Performance Bond)

STATE OF WISCONSIN)
MILWAUKEE COUNTY)

_____, being first duly sworn,

on oath deposes and says that he/she is _____
(attorney-in-fact

_____ of _____
(or agent) (Bonding Company)

and is duly authorized to sign for and on behalf of said company, surety on the attached contract,

executed by _____

(Contractor)

Affiant further deposes and says that no city official, or city employee, of the City of Milwaukee has an), interest, directly or indirectly, or is receiving any premium, commission, fee, or other thing of value, on account of the sale or furnishing of this bond, undertaking or contract of indemnity, guaranty, or suretyship, in connection with the above-mentioned contract.

(Signature)

Subscribed and sworn to before me this

_____ day of _____, 20__

Notary Public, Milwaukee Co. Wisconsin

My commission expires _____: