



AGENDA FOR PUBLIC WORKS COMMISSION

A Public Works Commission meeting will be held on **Wednesday, March 29, 2023 at 5:30 PM** in the **Council Chambers at City Hall, 819 Superior Avenue, Tomah, WI.**

Join Zoom Meeting

<https://us06web.zoom.us/j/2708608080?pwd=ZTZ0cmllVEFEb1dzVDNwdi91UHFYQT09>

Meeting ID: 270 860 8080

Passcode: 206751

One tap mobile

+13092053325,,2708608080#,,,,*206751# US

Call to Order - Roll Call

Approve Minutes

[February 2023 Minutes](#)

Discussion Items

1. Airport Update
2. [Street closure approval E. Council: Superior Ave to Kilbourn Ave](#)
3. [Approval of placement of autistic signage at 618 Superior Ave](#)
4. [Approval of Snow & Ice Control Policy](#)
5. [Equipment bid approval](#)
6. [Approval of equipment purchases for an air compressor, snow blower, and brush cutter](#)
7. [Approval of 2023 contract extension for City of Tomah sidewalk/curb & gutter](#)
8. Project Updates
9. Payment of Monthly Water & Sewer Bills
10. Departmental Reports
11. Director's Report

Adjourn

NOTICE: It is possible that a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information. No action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice. Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Becki Weyer, City Clerk, at 819 Superior Avenue, Tomah, WI 54660.

MINUTES FOR PUBLIC WORKS COMMISSION

A Public Works Commission was held on **Wednesday, February 22, 2023 at 5:30 PM** in the Council Chambers at City Hall, 819 Superior Avenue, Tomah, WI.

Join Zoom Meeting

<https://us06web.zoom.us/j/2708608080?pwd=ZTZ0cmllVEFEb1dzVDNwdi91UHFYQT09>

Meeting ID: 270 860 8080

Passcode: 206751

One tap mobile

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Call to Order - Roll Call

John Glynn (P), Dean Peterson (P), Lamont Kiefer (P), Brian Rice (P), Kerwin Greeno (P), Mayor Mike Murray (A), Adam Gigous (P). Quorum Present. Also present, Director Kirk Arity, Mark Rezin, Brandy Leis and Joe Kube.

Approve Minutes

August 2022 Minutes 1st by DP, 2nd by JG. All ayes. Motion approved.

Discussion Items

- 1) Airport Update
 - a) No report was given.
- 2) Discussion on Appropriate Fee and Prohibiting Shipping Containers in Business District
 - a) Motion made by DP, seconded by JG to postpone, and bring back to a future meeting. Everything that has been presented so far looks good. All ayes. Motion approved.
- 3) Approval for Placement of Sign for 618 Superior Ave
 - a) The following items were discussed, the committee feels they need more info before any action can be taken. Motion by DP, seconded by LK to look into a few concerns and postpone until that information is available. All ayes. Motion approved.
 - i) It is in a 25 mph zone.
 - ii) You are coming into a school zone,
 - iii) If put up is it setting precedence & everyone will want one?
 - iv) City has jurisdiction.
 - v) Is this a rental property?
- 4) Equipment Purchase Approval
 - ¾ Ton for Sewer Dept.**
 - a) Two estimates received. 1) Ford Sleepy Hollow, Ford 2023 \$55,264 with plow. 2) Larkins GM, Chevy 2024 \$56,819 with plow.
 - b) Motion made by DP, seconded by JG to accept the quote and purchase from Larkins GM. All ayes. Motion approved.
 - ½ Ton for Water Dept.**
 - a) Two estimates received. 1) Gross Motors, Chevy 2024, 2.7, \$38,343. 2) Sleepy Hollow, Chevy 2023, 5.3, \$41,950.
 - b) Motion made by DP, seconded by JG to approve the purchase from Gross Motor for the 2023 Chevy with the 2.7 motor. All ayes. Motion approved.

Minutes will be approved at March PWC meeting.

1 Ton for Public Works (w/box, separate quote)

- a) S&R dump box \$21,833. Have had in the past on a quad axle.
 - b) Motion by DP, seconded by JG to approve the purchase from S&R. All ayes. Motion approved.
 - c) Two quotes on chaise. 1) Morries, 2023, month old \$52,940. 2) Larkins GM, 2024, \$51,425. Budget is \$70,000. Both quotes do not include the municipality discount which is between \$2,000-\$4,000.
 - d) Motion by JG, seconded by DP to approve the purchase from Larkin. All ayes. Motion approved
- 5) Final Assessment Report for the 2022 Street and Utility Improvements Approval
- a) Additional items: Two parcels on Charles Dr, owned by Terry and Sharon Larkin 2001 Revocable Trust have requested the cost of lateral be deferred until a house is built on the parcel. Parcel on Brandon/Butts nee to get easement/encroachment.
 - b) Motion by DP, seconded by JG to set the repayment percentage at 6% for seven years (same as in the past) and accept the final assessment report. All ayes. Motion approved.
- 6) Project Updates
- a) The short plan is to expand Cleveland St to back of EMS. Survey crew has been out on Glendale. Intersection project, Superior/Vets will be done by Gerke's around June start date, project managed by DOT.
- 7) Building Code/Violation Report
- a) Reviewed by committee.
- 8) Payment of Monthly Water & Sewer Bills
- a) Sewer- 1st by DP, 2nd by JG to approve water bills as presented. All ayes. Motion approved.
 - b) Water-1st by DP, 2nd by BR to approve sewer bills as presented. All ayes. Motion approved.
- 9) Departmental Reports
- a) Sewer- Passed lab testing and cold weather training. The belt press had three gears break that were 23 years old. The cost to repair was \$14,000. Average daily pumping is 1.1 million gallons a day. Continue to help with plowing.
 - b) Water- 820,000 gallons per day. 1" service leak on five-year-old service. Conducted a walk through on SCADA system with Town and Country. Twenty punch list items, techs were back, slight program & set up needed to be done. 100% by march. Completed yearly reports for PSC and have Audit left. New rate on bills are out, EPA PFAS testing material for march. Frost reading is at 2 ½ feet.
 - c) Public Works- Did cold safety training. Ditching on N. Kilbourn. Cleaned up trees and brush. Demo on hydraulic blower.
- 10) Directors Report
- a) Meeting with Highway Department on ET/Forbes-Cty N. Grant for \$3million, project in 2024. Made a job offer for truck driver position, he will start in three weeks. Working with EPA on fairgrounds.

Adjourn 1st by DP, 2nd by BR at 6:28 PM. All ayes. Motion approved.

Submitted by: Kim Lambert

Minutes will be approved at March PWC meeting.

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Street Closure Approval E. Council: Superior Ave to Kilbourn Ave

**Summary and background information:
(Appropriate documents attached)**


Staffing for these closures is becoming a challenge. If we cannot find staff to facilitate this, we may have to find an alternative or deny the request.

Fiscal Note:

Approx \$100

Recommendation:

I recommend approval based upon a commitment from staff to facilitate closure.



Director of Public Works
Kirk Arity

3/12/23

Date

CITY OF TOMAH DEPARTMENT OF PUBLIC WORKS

819 SUPERIOR AVENUE, TOMAH, WI 54660

Office Phone #(608) 374-7431 Fax #(608) 374-7444 Email karity@tomahonline.com

Street Privilege Permit Application

Applicant Name: RIK EAGEN (AMERICANA MUSIC IN THE PARK)
Address: 24700 EMBAY AVE
City/State/Zip: TOMAH WI 54660
Phone: 608 343 4202

Location of encroachment: E. COUNCIL STREET ADJACENT TO GILLETTE PARK
(Address of adjacent tax parcel)

Tax parcel identification number: _____

Area to be occupied: Street Blvd Sidewalk Alley
(Circle all that apply)

Brief description of encroachment: CLOSE THE STREET BETWEEN THE PARK AND

THE PUBLIC RESTROOMS FOR EACH OF THE 6 EVENTS

(Attach a scale drawing that relates to above description if needed)

Proposed Start Date: JUNE 7, 21 Proposed Ending Date: 8:30 PM
JULY 5, 19
AUG 2, 16

The applicant understands and agrees that this is only an application for permit. A Street Privilege Permit will only be issued after approval from the Department of Public Works.

Applicant signature Rik J Eagen Date 3/14/2023

Permit Issued By _____ Date: _____

For office use only

June 7 \$ 21
July 5 \$ 19
Aug 2 \$ 16

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Approval of placement of autistic signage at 618 Superior Ave

**Summary and background information:
(Appropriate documents attached)**

The purpose of the signage would be for awareness primarily if an incident occurs. The autistic person has a tendency to run out into traffic and stand in front of vehicles. The purpose of the signage isn't to stop the tendency, simply to educate those that may become involved.

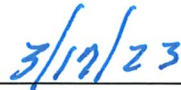
Fiscal Note:

Recommendation:

I recommend placement of signage to bring awareness of an autistic resident near 618 Superior Ave



Director of Public Works
Kirk Arity



Date

Kirk Arity

From: Kirk Arity <karity357@icloud.com>
Sent: Monday, March 20, 2023 2:55 PM
To: Kirk Arity
Subject: Autistic sign location



Sent from my iPhone

Kirk Arity

From: Laurel Stringfellow-Beamon <Laurel@tapconet.com>
Sent: Friday, March 17, 2023 9:49 AM
To: Kirk Arity
Subject: RE: Autistic Signage



this is the most common layout. It can also be varied to say "Caution Autistic Child" or Caution Autistic Child at Play. The size is 30"x30" or 24"x24".

Laurel Stringfellow-Beamon

Wisconsin Sales Specialist

Office: 262-814-7315

Fax: 262-649-5212

Laurel@tapconet.com

[Visit us at TAPCOnet.com](http://www.tapconet.com)



From: Kirk Arity <karity@TOMAHWI.GOV>
Sent: Friday, March 17, 2023 8:55 AM
To: Laurel Stringfellow-Beamon <Laurel@tapconet.com>
Subject: RE: Autistic Signage

Caution: This email originated outside the organization. Do not click any links or attachments unless you know the sender.

Laurel, just checking to see if you were able to find something.

Kirk Arity
Chairperson Senior Executive Team
Director of Public Works and Utilities
City of Tomah



Safe travels:

Traffic and Parking Control Co., Inc.
5100 West Brown Deer Rd
Brown Deer, WI 53223
Phone No.:800-236-0112
E-Mail: info@tapconet.com

SALES QUOTE

SALES QUOTE DATE

3/17/2023

SALES QUOTE NUMBER

Q23004420

CUSTOMER NO.

C3281

Page: 1

BILL TO

City of Tomah
Kirk Arity
819 Superior Ave
Tomah, WI 54660-2045
United States of America

SHIP TO

City of Tomah
Kirk Arity
819 Superior Ave
Tomah, WI 54660-2045
United States of America

SHIP VIA

BEST RATE

TERMS

Net 30 DAYS

SALESPERSON

Laurel Stringfellow

VALID UNTIL

4/16/2023

Item/Description	U/M	Quantity	Unit Price	Total Price
373-01608 Sign,24"x24"x.080 5052 HIP Yellow Diamond Fed Spec	Each	2	97.50	195.00
373-02091 Sign,30"x30"x.080 Diamond HIP Yellow 1 Color Print Fed Spec	Each	2	118.95	237.90

Subtotal: 432.90
 Invoice Discount: 0.00
 Total Sales Tax: 0.00

Total: 432.90

All prices are listed in US Dollar (USD)
For terms and conditions, please visit <https://tapconet.com/terms-conditions>

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Approval of Snow & Ice Control Policy

**Summary and background information:
(Appropriate documents attached)**


We have always had a procedure for snow removal. This has not been written down. This document will allow us to provide information to the public.

Fiscal Note:

N/A

Recommendation:

I recommend the PWC approve the attached policy for distribution.



Director of Public Works
Kirk Arity

3/17/23

Date

Snow & Ice Control Policy

While Chapter **38-30 – Snow and Ice Removal** contains the municipal ordinance requirements, this departmental policy is used to describe the operational aspects of the City's Snow & Ice Control Operations.

The Public Works Department has a total of 13 units available for snow removal from streets and City owned parking lots. The City is divided into areas or zones with one unit being assigned each area. Whenever and wherever possible, the same driver or operator will be assigned the same area or zone for each snow removal operation. This will allow the driver or operator to become familiar with the area; they will know problem areas; they will know traffic patterns; danger areas and will be able to accomplish the snow removal operation in the least possible time.

In the event of break down, accident, etc. involving a snow removal unit, the area or zone to which the unit was assigned may not be plowed until other areas are cleared of snow and another unit is available for work.

It shall be the policy of the City to draw personnel from other departments to assist the Street department in clearing snow. The use of these employees will be an "as needed" basis and dependent on the availability of equipment and personnel.

De-Icing Plan

The City of Tomah has a total of approximately 90 miles of local roads. It has 4 (four) salt trucks available with operators to sand/salt the entire City. It is evident that the entire City cannot be sanded/salted immediately; therefore,

Priorities have been established to ensure the safe flow of traffic in high volume traffic areas.

Priority one – Principal arterial

- Superior Ave. – Arthur St. to Elizabeth St., Gopher Ave. (emergency route)

Priority two – Minor arterial

- Parkview Dr., Jackson St., Butts Ave., Sime Ave., Townline Rd., Industrial Ave., N Glendale Ave.

Priority three – Collator

- Gopher Ave., Hollister Ave., W. Monowau St., Kilbourn Ave., Arthur St., LaGrange Ave.

Priority four – All remaining local roads and alleys

Along this same line, not all streets will be de-iced by use of salt or sand and it is not the policy of the City to have bare pavement on all City streets. Those street areas falling in priority one and two will be de-iced using salt or sand. Those streets falling in priority three will have intersection salt and sand application and those streets in priority four will be de-iced with salt or sand.

Snow Accumulation Depth

It shall be the policy of the City of Tomah to remove snow from the streets when and if the accumulation reaches three (3) inches or more. Lesser amounts may be removed upon decision of supervisory personnel.

Snow Loading Operation

Snow dumping sites in several locations will be used. These sites will be cleaned in the spring after the snow melts.

Downtown Snow Removal

Upon completion of regular snow removal operations, the Public Works Department will enter the snow loading operation. Normally this operation is not started until one to two workdays after a snowstorm.

Providing Salt or Sand

The City shall not make available to the public any salt, sand, or other material other than prescribed in this policy.

38-30 (c) Deposit of snow on streets or sidewalks

(1) No person shall deposit or cause to be deposited any snow or ice taken and removed from his premises or elsewhere upon any sidewalk, alley, parkway, public place or street in the city, except snow removed from sidewalk areas where there are no boulevards or terraces. Snow shall not be piled at or near intersections so as to obstruct the view of pedestrians or operators of motor vehicles.

(2) No person shall remove or deposit any snow from building rooftops into a public alley, except by specific permission of the director of public works, and if such permission is granted, the deposited snow must be moved from the alley within a reasonable length of time to be designated by the director of public works at the time permission is granted.

(Ord. No. 2010-12-04-D, § 1, 12-14-2010)

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Equipment Bid Approval

**Summary and background information:
(Appropriate documents attached)**


We have identified an additional piece of equipment for rehab. This would need to be replaced or rebuilt within the next 5 years. Replacing this equipment coincides with capitalizing on economies of scale with multiple contractors on site and limiting the downtime to our process as well and a substantial cost savings between pricing as shown.

Fiscal Note:

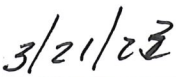
Approx 2 days labor and \$60,000 for equipment.

Recommendation:

I recommend the approval of the OVIVO proposal dated 3/14/2023 for \$60,000 along with approx. 2 days labor for installation.



Director of Public Works
Kirk Arity



Date



Smith & Loveless Inc.



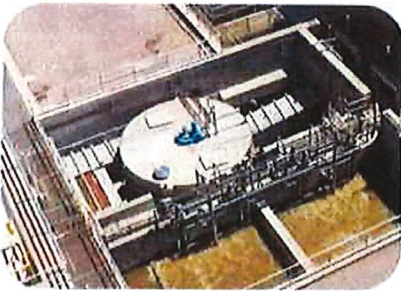
PISTA

GRIT REMOVAL SYSTEM
Budget Proposal



Project Location:
Tomah WI

Proposal Date:
2/9/2023



130,000
more labor

BUDGET PROPOSAL

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Smith & Loveless Inc.

PISTA® Budget Proposal

Tomah WI

02/09/23

Thank you for your interest in Smith & Loveless regarding your grit system equipment needs.

With the original introduction of the PISTA® Vortex Grit Removal System in 1973 to the now over 2900 units, we are pleased to submit information on our latest generation grit chamber, grit pump, and grit washing/dewatering equipment. A few key items:

- 1) The vortex grit chamber proposed is designed for 95% capture of grit ≥ 105 micron (140 mesh). Test data is available from numerous projects demonstrating these higher removal rates. A deduct can be provided if you want to proceed with conventional systems based on the original 1970s design. Our grit washer/dewatering equipment matches the particle capture of chambers with use of parallel plates in the receiving hopper. Remember, a properly designed headworks system will take into account the entire system removal, not only individual components.
- 2) While a vortex chamber looks like a clarifier, it is not a laminar or quiescent basin; the baffled PISTA® chamber design is based on a hydraulically induced vortex. With these generated currents grit removal doesn't rely on gravity-based settling or surface overflow rates (SOR). This means the vortex chamber isn't de-rated at peak flow and captures a wide range of particle specific gravities – not only limited to 2.65. Computational Fluid Dynamics (CFD) modeling and particle cut off equations demonstrating our system design can be provided.
- 3) With our decades of experience, we are helping to shape the grit industry and offer value to our customers with quality and proven technological advances. Value is a word that often gets over-used in buying and selling arenas and thus its true meaning itself is often de-valued. More than just meaning "better" or "lower" price, best value incorporates the total installed cost. Total installed costs include operating costs, durability of the equipment, and post-sale support. With the intent of properly investing in a modern design, with future goals, one must look past the emphasis on initial price and be best value conscious. There are at least three good ways to structure the bid format and be value conscious: pre-purchase, single source specification, or base bid specification (award on base bid). If you need additional details to maintain control over the selection of equipment, please contact us for specific examples or pros-and-cons of each format.

We would also invite your team to the manufacturing facility in Lenexa, KS to see our American Made products and a full scale 4 MGD R&D facility. This hands-on tool shows how the S&L equipment functions and can be utilized for operator training and certification. We can even custom build the grit feed entering the demo unit to your specific site needs.

Again, S&L and our local representative, appreciate this opportunity and look forward to offering further information as the project progresses, including CAD files, 3D Revit model(s), hydraulic analysis, grit characteristic evaluation and ongoing headworks design assistance backed by decades of industry leading experience.

Sincerely,

Ryan Asbury
Manager, Municipal Treatment Systems

BUDGET PROPOSAL

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Smith & Loveless Inc.

PISTA® Budget Proposal

Tomah WI

02/09/23

Solve Issues of Non-Performing & Under-Performing Grit Removal Systems



Grit Build Up in Digesters



Grit Deposition in Process Basins



Centrifuge Abrasion



Impeller Wear

BUDGET PROPOSAL

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Smith & Loveless Inc.

Manufacturer's History

Smith and Loveless (S&L) is the industry leader when it comes to vortex grit removal equipment. We have manufactured over 2,900 systems and continued to make advancements of 40 years with four generations of units.

Advancements in Grit Removal through the Decades

- 1973** 1st Gen PISTA - 270deg
- 1982** TURBO Grit Pump and Concentrator
- 1977** 1st Certified Grit Removal Efficiency Test
- 1985** NiHard TURBO Grit Pump
- 1988** 2nd Gen PISTA - 360deg
- 1989** Lamella Plates within a Classifier
- 2008** 3rd Gen PISTA - V-Force Baffle
- 2009** Sonic Start Streamline
- 2010** PISTA TURBO Grit Washer
- 2010** Skid Mounted Headworks - PISTAWORKs
- 2013** Grit Removal Research Center Opens
- 2014** 1st Gen PISTA - OPTIFLOW
- 2015** 4th Gen PISTA - VIO

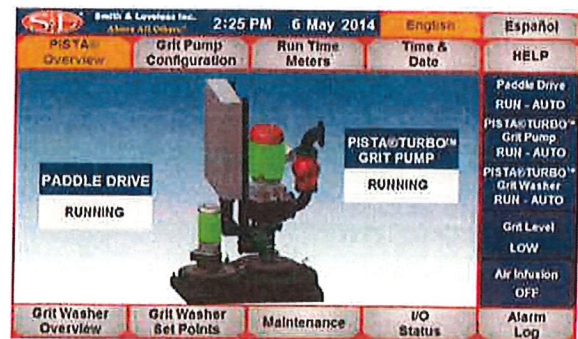
Chamber Type	270°		360°		OPTIFLOW	V-FORCE	VIO
	Conventional Vortex		Baffled Vortex				
300 micron	95% Removal		95% Removal				
210 micron	85% Removal		95% Removal				
150 micron	65% Removal		95% Removal				
105 micron	N/A		95% Removal				
Turndown	4:1		10:1				
Footprint	★	★★	★	★★	★★★		
Depth	★★★	★★★	★★★	★★★	★★★	★★	

One Manufacturer, One Complete System, One Point of Responsibility

S&L is the only manufacturer who makes equipment for the vortex chamber, pumps specifically designed to reliably move abrasive grit slurries, and dewatering classifiers or grit washers that retain fine grit. While the grit chamber is important, it is the system working together that matters.

QUICKSMART™ Touchscreen System Controls for PISTA®

QUICKSMART™ System Controls provide unparalleled ability to monitor and adjust grit removal functions including pumping, removal and washing. Control modifications, screen navigation and viewing of system status are simplified, while new features like a maintenance log displays periodic recommended operation / maintenance instructions and makes grit pump lubrication suggestions based on actual system run times. It features improved help/troubleshooting support and a new I/O Status screen that displays controller digital and analog I/O status.



BUDGET PROPOSAL

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Smith & Loveless Inc.



PISTA

GRIT REMOVAL SYSTEM

- Latest Technology in Grit Removal
- Prevents Grit Deposition in Channels and Basins
- Retrofit In To Existing Chambers
- Low Head Loss

Highest Grit Removal Efficiency

95% of 105 micron and up versus antiquated specifications of as low as 65% grit removal. Protects downstream basins from deposition as well as pumps and sludge dewatering equipment from premature wear.

Smallest Footprint

7 times smaller than Aerated Grit Chambers and 3 to 4 times smaller than Detritors. Less depth than sloped floor circular chambers.

Handles Wide Variations in Flow

Provides 10:1 turndown from peak to minimum flow versus other systems that can only achieve between 3:1 & 4:1. Protects upstream channels from deposition during low flow periods.

Velocity Control

Automatically keeps the inlet velocity between 1.6 - 3.5 f/s to prevent grit deposition upstream of the PISTA.

Energy Savings

7 to 10 times less energy than Aerated Grit Chambers; PISTA® pumps and classifiers operate typically 4 times per day, 15 to 30 minutes each time.

Recessed Impeller Pump

Provides much higher velocity than airlifts to prevent grit plugging pump discharge lines.

Fewer Units Required

Single grit systems designed to handle up to 100 MGD.

Lowest Total Expenditure Cost

PISTA® provides significantly reduced capital costs and much lower operation and maintenance than other systems

BUDGET PROPOSAL

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Smith & Loveless Inc.

PISTA® Options

PISTA® PRO-PAK™: Weather & Freezing Protection

PISTA® PRO-PAK™ protects your PISTA® TURBO™ Grit Pump against weather and freezing by mounting the critical grit removal system components inside of a retractable fiberglass enclosure. It is a cost-effective alternative to a building, while still offering freeze protection in harsh climates.



PISTA® WORKS™: All-in-One Skid Package

PISTA® WORKS™ features a complete headworks and grit removal scheme in a skid-mounted package. The all-in-one system features a screen and grit removal chamber, as well all grit handling components including grit pump, concentrator and washer. All components are constructed of durable stainless steel.



Steel Tank and/or Influent Ramp or Shelf

Stainless steel packages are available including for tankage, influent ramp or shelf. The steel components are manufactured in pieces and welded together onsite.



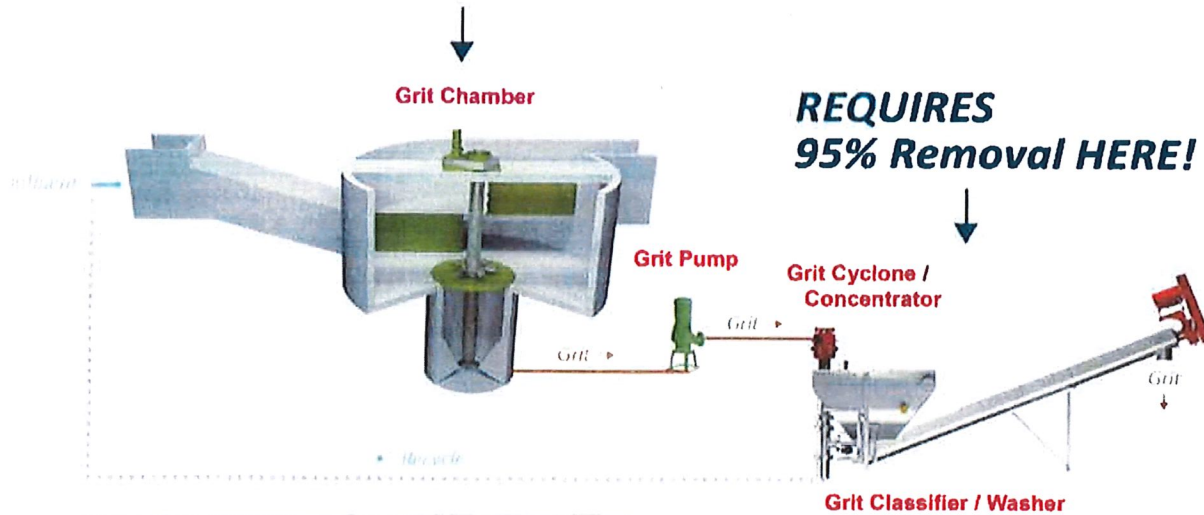
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Smith & Loveless Inc.

Proficiency of All Means Efficiency Together
95% Removal HERE...



**REQUIRES
95% Removal HERE!**

Grit	300 micron	210 micron	150 micron	105 micron	Total
Regional Profile ¹	76.8%	12.7%	6.3%	4.2%	
Incoming to Plant (lb/day) ³	1,011.6	167.7	82.7	55.1	1,317.1
Conventional Vortex					Total
Conventional Vortex ⁴	95%	85%	65%	25%	84%
Kreb Style Cyclone ⁴	85%	65%	45%	25%	
Grit Classifier ⁴	95%	85%	65%	25%	
Grit to Dumpster (lb/day)	949.7	127.1	29.1	1.1	1,107.1
Smith & Loveless Baffled Vortex					Total
Baffled Vortex ⁵	95%	95%	95%	65%	93%
2-piece Cyclone ⁵	96%	95%	94%	90%	
Grit Classifier with Lamella Plates ⁵	98%	96%	95%	94%	
Grit to Dumpster (lb/day)	958.0	158.6	78.1	33.7	1,228.3
Additional Grit (ft ³ /day)	0.7	Additional Grit (lb/day)		121.3	
Additional Grit (yd ³ /year)	10	Additional Grit (ton/yr)		22	
Based upon the ADF of 1.5925 MGD, we have projected a yearly savings for Tomah WI					\$9,866 ⁶

¹ Assumed profile for Upper Midwest* US. This is projection based on compilation over 300 grit removal profiles.

² According to WEF, typically there is 5 and 10 cuft grit for every MGD of ADF, respectively for sanitary sewers and combined sewers.

³ Assumed grit specific gravity is 2.65 (EPA, and other S&L Studies).

⁴ Assumed values based upon testing of other units.

⁵ Values based upon CFD and/or full-scale factory testing.

⁶ Cost per MGD based on "In-House Grit Removal System Design-Build Approach...", WEFTEC 2019 Presentation

BUDGET PROPOSAL

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Smith & Loveless Inc.

PISTA BUDGET PROPOSAL

ESTIMATE VALID FOR 90 days (FOB Factory, Taxes Excluded)	
One (1) Model 7.0V PISTA® System for a VIO Concrete Chamber	\$ 129,605
One (1) 7 MGD 316SS Grit Chamber Mechanism and Wetable Internals	Included Above
One (1) 316SS VIO Baffle for Increased Grit Removal and Turndown	Included Above
One (1) Flooded Suction 250 GPM Grit Pump with NiHard Impeller and Volute	\$ 21,000
One (1) 316SS Model 15 Classifier	\$ 74,490
One (1) 250 GPM NiHard Concentrator	Included Above
One (1) NEMA 4X QuickSmart PLC Main Control Panel	\$ 53,000
Two (2) Trips for Start-Up and Training over Three (3) Days	Included
Freight	Included
OPTIONS	
Adder for OptiFlow for increased Grit and Turndown	\$ 15,000

ITEMS NOT INCLUDED

- Grit Removal Efficiency Testing (if required)
- Seismic Calculations, and/or PE Stamp
- Explosion proof motors, controls, solenoids, etc
- Field assembly/erection or installation
- Interconnecting piping, wiring and conduit
- Field paint, painting, and final surface preparation
- Lubricants
- Anchorage, anchor bolts
- Grouting
- All concrete work (S&L can provide steel inlet ramps, shelf, or chamber if needed)

BUDGET PROPOSAL

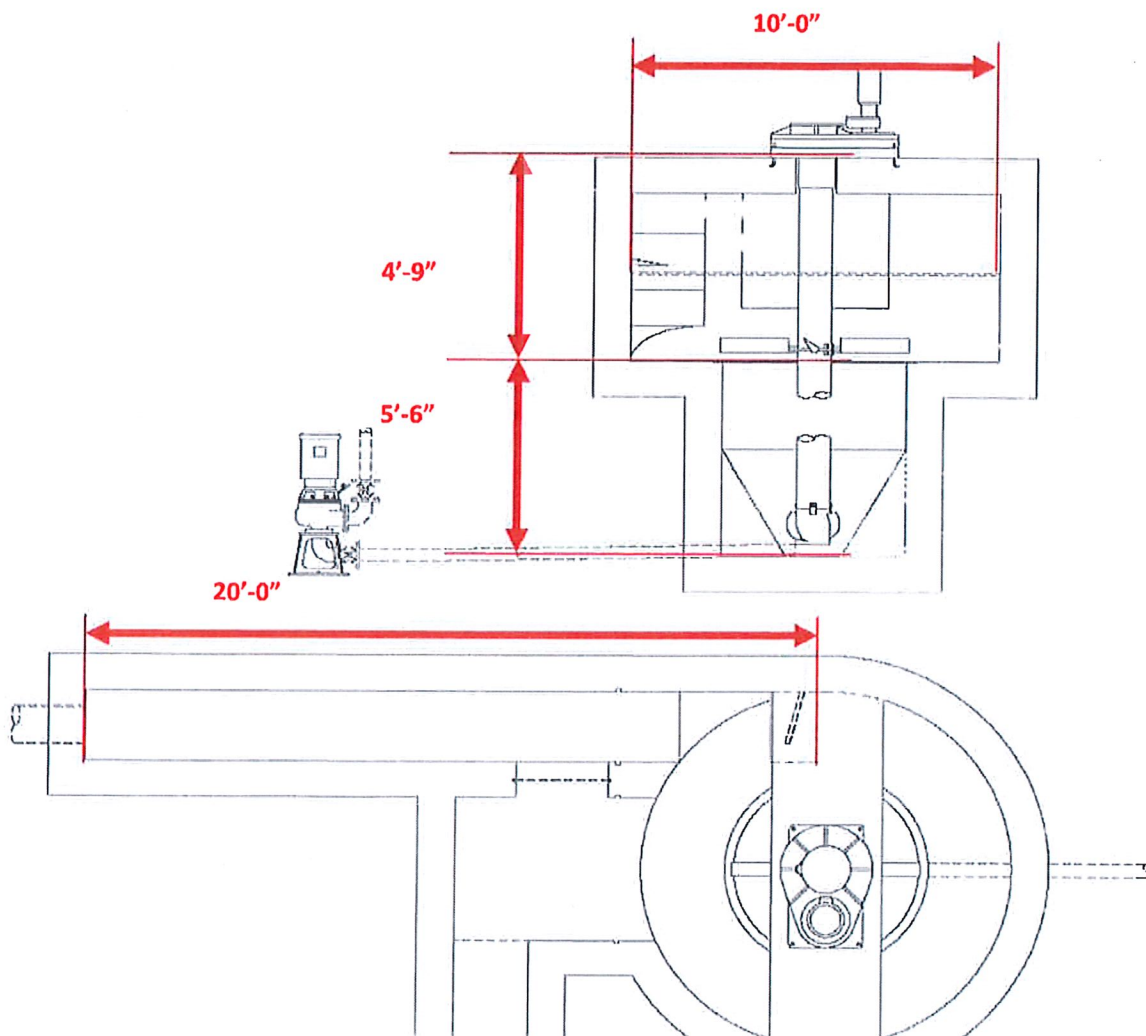


Smith & Loveless Inc.

PISTA 270deg Layout (1st Generation Non-Baffled Vortex)

Smith and Loveless offers both a top mounted vacuum prime grit pump and flooded suction grit pump. Both options have their pros and cons. Vacuum primed grit pumps can significantly reduce construction costs as no additional excavation next to the lower chamber is required. It also limits the addition of a possible confined space area.

Upgrade the PISTA 270deg to include the OptiFlow Baffle System or latest generation equipment for increased grit removal and turndown with the same footprint and almost the same equipment cost.



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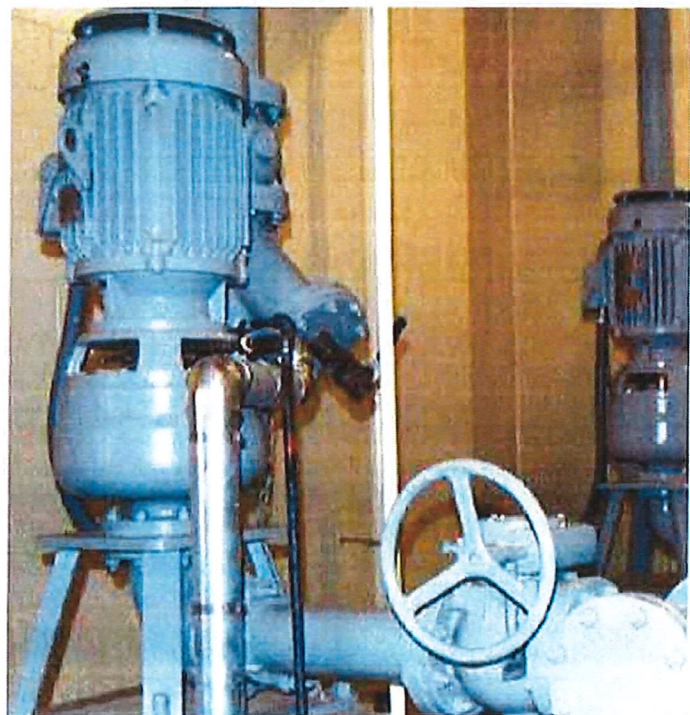
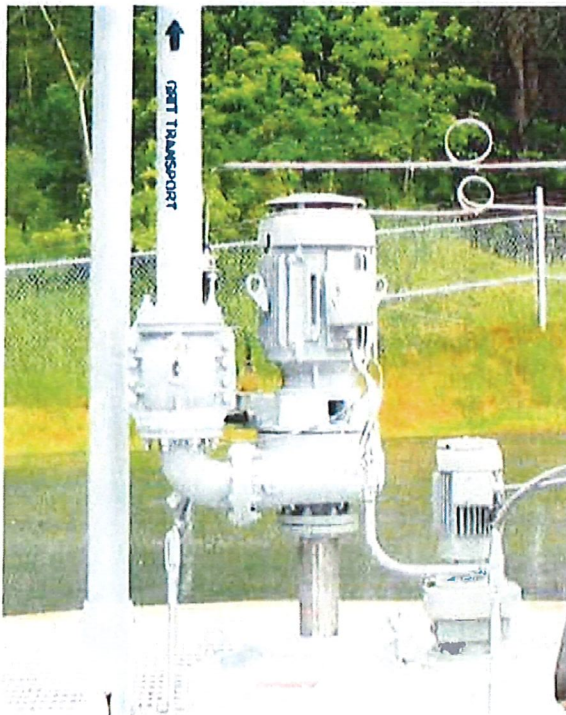


Smith & Loveless Inc.

PISTA® TURBO™ Grit Pump for Maximum Grit Pumping Efficiency

Smith & Loveless offers a grit pump and is the only manufacturer that can have a single point of responsibility. It incorporates a number of features for improved durability and serviceability.

- S&L uses a vertical, direct coupled pump versus a belt driven horizontal pump. Operators like not having belts to maintain, and appreciate the vertical arrangement of the S&L design.
- Vertical pumps allow for grit slurries to remain inside the pump volute when having to access the impeller via removal of the rotating assembly. The horizontal grit pumps when split open, allows the grit slurry to spill over the working area and process piping needs to be taken apart.
- S&L grit pumps take less space than the horizontal.
- S&L grit pumps don't require shaft sleeves to the carbons steel shaft, nor do they require wear plates. The S&L design is driven by a solid stainless steel shaft with a diameter of either 1 -7/8" or 2-1/8".
- Ni-Hard Impellers and Ni-Hard Volute allow for long life in an abrasive applications.
- Vertical pump configuration allows flexibility of installing the grit pump in a flooded suction or top mounted vacuum primed arrangement.
- For top mounted applications, S&L is the only manufacturer to offer vacuum primed grit pumps instead of wastewater cast iron self-primer that is not design for grit slurry applications.



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Smith & Loveless Inc.

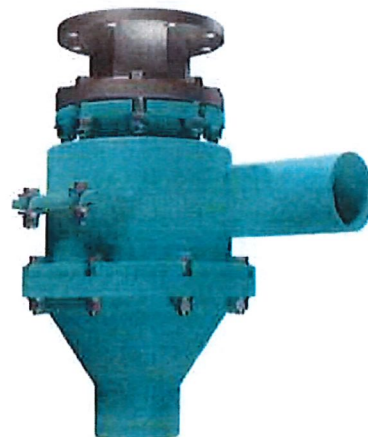
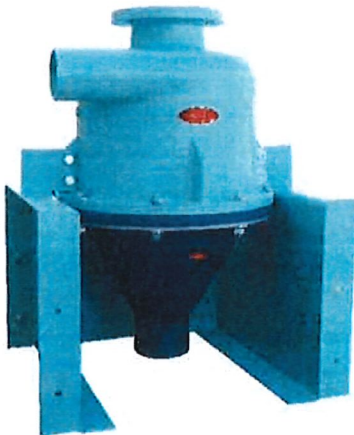
PISTA® DURALYTE® Grit Concentrator or Hydrocyclone

Smith & Loveless offers a hydrocyclone that has the same removal efficiency as our PISTA chamber. It incorporates a number of features to retain the finest grit, while still separating organics and water.

- 2-piece Design for Improved Durability and Serviceability.
- PISTA® DURALYTE® with Polyurethane Lower Cone for Typical Grit Applications.
- PISTA® DURALYTE® with Ni-Hard lower cone for Heavy Grit Applications
- Rejects 95% of putrescible material and 93% of grit slurry water
- Large discharge opening prevent clogs
- Optimized for 250 GPM (4" piping) and 500 GPM (6" piping)
- When pin-hole leaks are visible in the lower cone, it is time to replace.
Replacement time can be found below.
- Other hydrocyclones have liners that have to be checked and replace quarterly. Every year that is 12-18 man-hours to remove the hydrocyclone, take it apart, check liners, and put it all back together. If that maintenance is missed, the costly body of the hydrocyclone must be replaced.

PISTA® DURALYTE®
Polyurethane Bottom Cone
Replacement Time about 20 minutes
Typical Lifespan of 1-3 years

PISTA® DURALYTE®
Ni-Hard Bottom Cone
Replacement Time about 60 minutes
Typical Lifespan of 3-5 years



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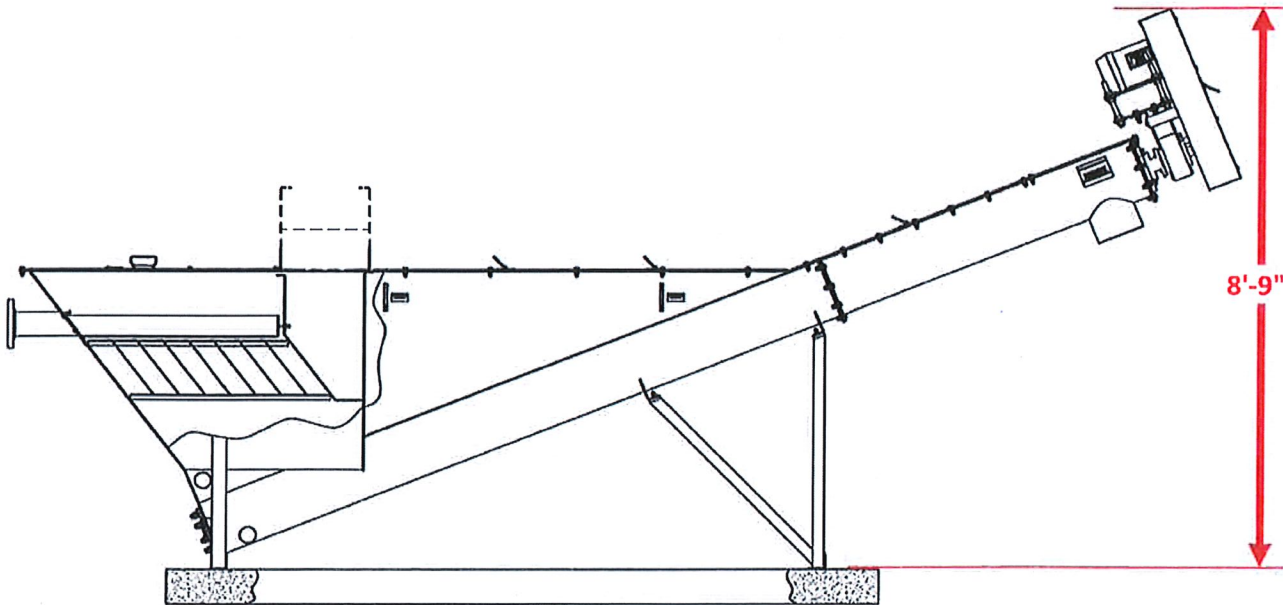
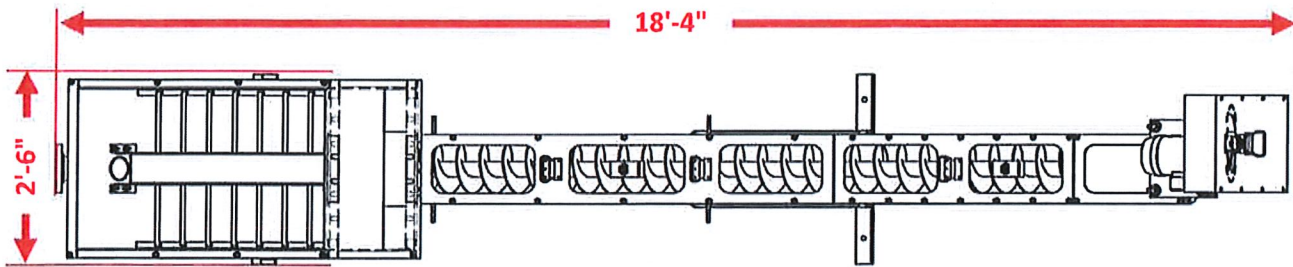


Smith & Loveless Inc.

Model 15 Classifier (Dewatering Screw Conveyor)

Smith & Loveless offers a grit classifier that has the same removal efficiency as our PISTA chamber. It incorporates a number of features to retain the finest grit, while still separating organics and water.

- Lamella plates in the settling area retain fine grit while still floating off organics
- Screw and trough don't come into contact to highly reduce wear (wear shoes or liner aren't required or recommended)
- Long auger means more auger out of the water for dryer grit in the dumpster



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PROPOSAL QRSW-021423

FEBRUARY 14, 2023

TOMAH WWTP

TOMAH, WI

Ovivo® Jeta

PREPARED FOR

Town and Country Engineering Inc

Gregory J Droessler

Area Representative

Drydon Equipment Inc.

Paul Schuette

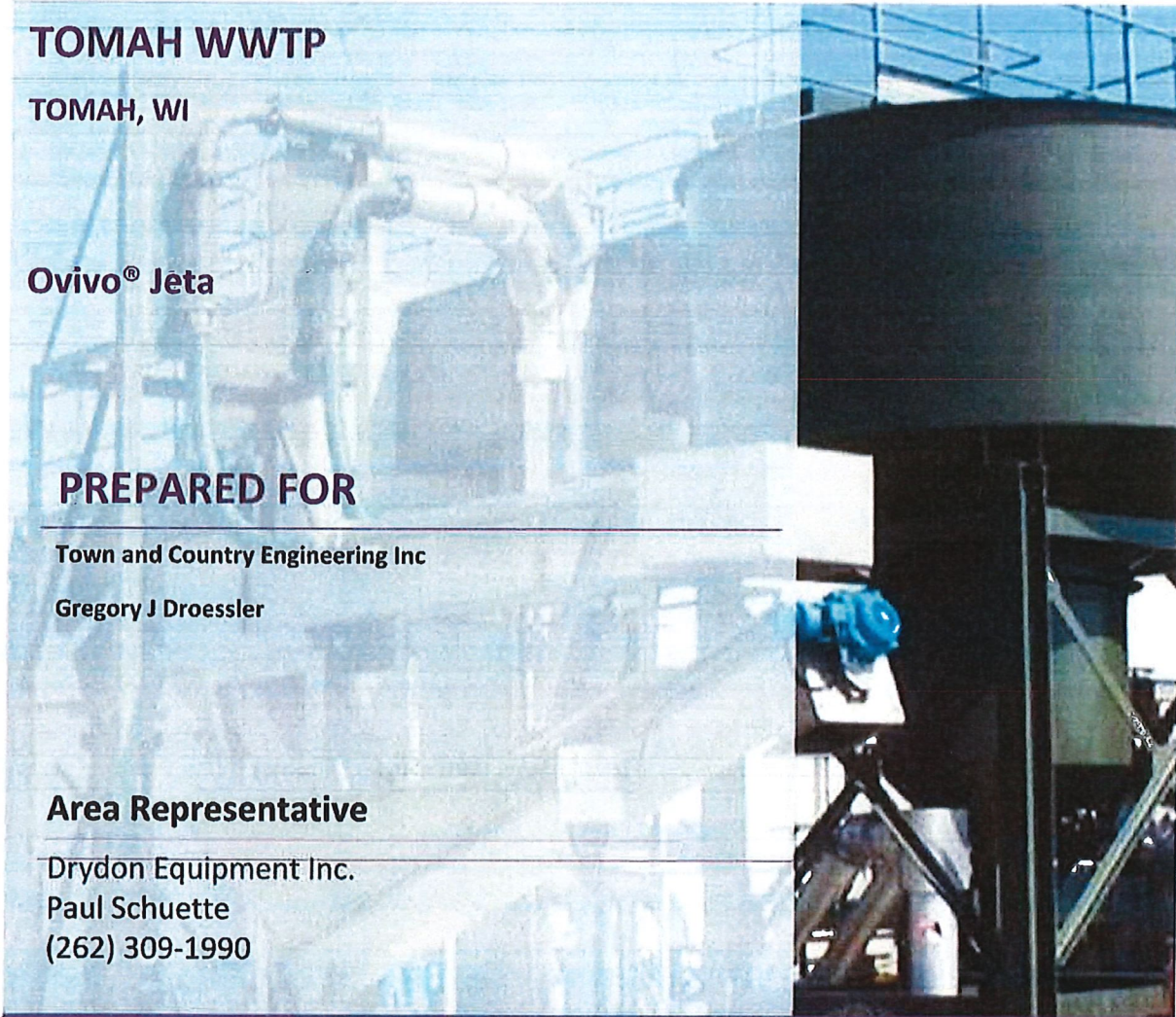
(262) 309-1990

PREPARED BY:

BENJAMIN DANSIE

Phone: (801) 931-3000

Ben.Dansie@Ovivowater.com



Sumr *\$60,000* + *500/2 DAY*
new S.S *LABOR*

Ovivo USA, LLC is pleased to submit a budgetary proposal for the following equipment (the "Products") on the project indicated above (the "Project").

While every effort has been made to ensure this quotation captures the intent of the project, we do anticipate further discussion in order to clarify and/or finalize the scope, terms & conditions and other details prior to any formal agreement. We look forward to your favorable review of our offer to further discussions on this important project.

THIS BUDGETARY PROPOSAL CONSTITUTES A NON-BINDING ESTIMATE OF PRICE(S) FOR CERTAIN GOODS AND/OR SERVICES THAT MAY BE PROVIDED BY OVIVO USA, LLC FROM TIME TO TIME, BUT SHALL NOT BE CONSTRUED AS A CONTRACTUAL OFFER FOR OVIVO USA, LLC TO PROVIDE SUCH GOODS AND/OR SERVICES. ANY CONTRACTUAL OFFER FOR THE SUPPLY OF GOODS AND/OR SERVICES BY OVIVO USA, LLC SHALL BE CONVEYED TO CUSTOMER IN THE FORM OF OVIVO USA, LLC STANDARD PROPOSAL DOCUMENT, WHICH INCLUDES, BUT IS NOT LIMITED TO, ITS STANDARD TERMS AND CONDITIONS OF SALE. SUCH PROPOSAL FORM MAY BE PROVIDED TO CUSTOMER UPON REQUEST.

Budgetary Pricing for Proposed Equipment:

ITEM	EQUIPMENT	PRICE
I	Jeta Drive Head, Drive Tube & Impeller	*\$60,000
	* Pricing is only valid for 30 days.	

Payment Terms	
Purchase Order Acknowledgement	10%
Delivery of Parts	100%

STANDARD SCOPE OF SUPPLY

ITEMS INCLUDED:

- - One (1) Jeta® Grit Collector to include:
 - HP, 1760 RPM, TEFC helical gear motor suitable for 460/3/60 supply for Class I, Division 1, Group D requirements.
 - Standard gear driven gear head – heavy duty cast iron including air bell to prevent ingress of water into the gearbox.
 - 10.75-inch O.D. drive tube – 304 Stainless Steel.
 - Flat disk impeller with adjustable blades, 304 Stainless Steel.
 - Freight, FCA to job site.

ITEMS NOT INCLUDED (But not limited to the following):

- Access ladder or stairs.
- Concrete work.
- Control Panel and Electrical connections.
- Civil design.
- Disconnect switches.
- Drain piping for the grit classifier.
- DVD recordings of training sessions.
- Grit container or dumpster.
- Installation.
- Offloading at job site.
- Spare motors.
- Taxes.

TYPICAL LEAD TIMES:

Shipping: Twenty-four (24) weeks after letter of acknowledgement.

TERMS AND CONDITIONS OF PURCHASE

These Terms and Conditions of Purchase are essential parts of the Purchase Order ("Order") which is attached to or printed on the other side of this form. This Order constitutes the entire agreement between Ovivo USA, LLC ("Buyer") and Supplier regarding the subject matter of this Order. Any representation, affirmation of fact or course of prior dealings, promise or condition herewith, or usage of trade not incorporated herein, shall not be binding upon either Buyer or Supplier.

1. ACCEPTANCE: This Order becomes a binding contract when accepted by Supplier's acknowledgement, upon beginning performance by Supplier or upon any other method of acceptance expressly stated on the face of this Order and shall be based upon the following terms and conditions as well as those set forth on the face of this Order and any attachments to this Order submitted by Buyer. Revisions to this Order shall be in writing and signed by an authorized representative of Buyer. No conditions set forth by Buyer in accepting or acknowledging this Order shall be binding upon Buyer if inconsistent with or in addition to these terms and conditions unless expressly accepted by Buyer in writing.

2. PRICE: The price for each item covered by this Order shall be the lower of the price shown for such items on the face of this Order or the Supplier's price in effect on the date of delivery for like quantities of items of like grade and quality to customers in the same class as Buyer. In the event the price column of this Order is marked "To Advise" or any similar instruction calling for price information, Supplier shall advise Buyer of any items so marked prior to performance under this Order or the furnishing of any service called for by this Order. Unless the contrary is explicitly specified on the face of this Order the price indicated on the face of the Order includes all taxes (especially value added taxes), customs duties, charges, fees, royalties, etc.

3. PAYMENT: Payment will be made within forty five (45) days after receipt and acceptance of goods or completion and acceptance of services. If discounts are offered, Buyer shall have the option to pay invoices according to discount terms. Discount periods, if applicable, will be computed from the date of delivery of goods ordered with receipt of acceptable invoices or after the resolution of any dispute to render payment, whichever is later. Invoices shall be mailed to Buyer at the address indicated on the face of this Order. All claims of Supplier for money due, or to become due, from shall be subject to deduction or set-off by Buyer by reason of any counterclaim arising out of this, or any other, transaction with Supplier.

4. PACKING AND SHIPPING: No charges will be allowed for packing, crating, drayage or storage unless so specified in this Order. Supplier shall pack or otherwise prepare all items for shipment so as to secure the lowest transportation rates consistent with timely delivery, meet carrier's requirements and safeguard against damage from weather and transportation. Supplier shall mark the number of this Order on all containers, packing slips, bills of lading and invoices and enclose a packing slip with each shipment. Where applicable, any packing or crating materials which are to be returned to Buyer by Supplier, will be returned to Buyer in accordance with Buyer's policies and to the point designated by Buyer in this Order or as otherwise directed by Buyer. When multiple packages comprise a single shipment, each package shall also be consecutively numbered. On the date shipment is made, Supplier shall fax or e-Mail, (followed by regular mail to Buyer) invoices, shipping documents and a copy of the packing slip. Supplier shall not make partial shipments or deviate from the shipping instructions of this Order without Buyer's prior written consent.

5. DELIVERY: Time is of the essence in the performance of this Order. Delivery shall be made in the quantities, to the location and on the delivery date(s) specified by Buyer on the face hereof. Supplier agrees that it shall, at its sole expense, exert every reasonable effort, including the application of overtime, necessary to meet the agreed delivery dates. Supplier agrees to notify Buyer immediately if it appears that the delivery schedule set forth herein may not be met. Such notifications shall include the reasons for anticipated delays, steps being taken by Supplier to remedy any such delays, and a proposed revised delivery date. Failure of Supplier to complete delivery by the delivery date(s) specified shall obligate Supplier to pay delay damages incurred by Buyer. Buyer shall maintain its right to all remedies under the law.

6. TITLE/RISK OF LOSS: Title and risk of loss to any items purchased by Buyer under this Order shall pass to Buyer at the delivery point specified in this Order and upon final acceptance by Buyer.

7. OVERSHIPMENTS: Unless otherwise specified, an increase in the quantities called for by this Order will not be accepted by Buyer. If an increase in the quantities under this Order shall occur, whether caused by conditions of loading, packing, advance in manufacturing processes or otherwise, Supplier shall notify Buyer of such increased quantities and the applicable price adjustment prior to shipping this Order. If Buyer agrees, in writing, to accept the increased quantity and applicable price adjustment, Supplier will ship this Order to Buyer in accordance with Buyer's terms. If, however, Buyer does not accept the increased quantity and applicable price adjustment, Supplier will be obligated to ship to Buyer the quantity called for by this Order at the price, and in accordance with the terms and conditions, of this Order. Any increased quantity shipped to Buyer without prior acceptance may be returned by Buyer to Supplier at Supplier's sole expense.

8. WARRANTY: Supplier warrants that the items described in this Order, including any associated services, shall be of good design and free of defects in workmanship and materials. The services requested in this Order shall be performed in a good and workmanlike manner and the goods or services called for by this Order shall strictly conform to applicable specifications, drawings and approved samples, if any, including performance specifications. Supplier expressly warrants that all goods covered by this Order which are manufactured by Supplier or which are manufactured by others in accordance with Supplier's specifications will be sufficient and fit for the particular purpose intended by Buyer for a minimum of eighteen (18) months from the date of acceptance and payment by the Buyer or such longer period specified on the face of this Order. Those warranties shall be in addition to any other warranties, whether express, implied or statutory. All warranties shall survive inspection, acceptance and final payment by Buyer and shall run to Buyer and subsequent purchasers of the items or end products of which they are a part. Supplier agrees to save, defend, indemnify, and hold Buyer and such purchasers harmless from all liability, loss, costs and expenses, including all court costs, expert witness fees, investigative costs and attorneys' fees, resulting from any breach of any or all such warranties. Notice of breach shall be deemed sufficient if given within 90 days after discovery thereof by Buyer. Supplier further warrants that the items and services provided to Buyer under this Order (1) shall not interrupt, delay or otherwise adversely impact Buyer's operations, and (2) shall not interrupt, delay or otherwise adversely impact the operations of Buyer's customers. Supplier agrees to immediately replace any non-compliant items and/or services with compliant items and/or services at no cost to Buyer and shall indemnify Buyer for any and all claims (by whoever made) associated with any such non-compliance. This warranty shall be for the benefit of Buyer, its successors, assigns, customers and users of any items for which this Order relates.

9. INDEMNIFICATION: SUPPLIER SHALL SAVE, INDEMNIFY, DEFEND AND HOLD BUYER HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, OBLIGATIONS, CLAIMS, DEMANDS, LOSSES, DAMAGES, LIABILITIES, AWARDS, COSTS AND EXPENSES (INCLUDING ALL COURT COSTS, EXPERT WITNESS FEES, INVESTIGATIVE COSTS AND ATTORNEYS' FEES), INCLUDING BUT NOT LIMITED TO THOSE RESULTING FROM DEATH, DISEASE OR INJURY TO ANY PERSON OR DAMAGE TO ANY PROPERTY OR THE ENVIRONMENT, ARISING OUT OF, IN CONNECTION WITH OR RELATED IN ANY WAY TO ANY ACT OR OMISSION BY SUPPLIER IN CONNECTION WITH THE ITEMS, WORK, OR SERVICES ACQUIRED OR PURCHASED BY, PROVIDED TO, OR PERFORMED FOR BUYER HEREUNDER, WHETHER USED BY BUYER, CUSTOMERS OF BUYER, END USER OR INCORPORATED INTO GOODS SOLD BY BUYER. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, OBLIGATIONS, LIABILITIES, ACTIONS, DEMANDS, AWARDS, COSTS OR EXPENSES ARISE IN PART FROM THE NEGLIGENCE OF BUYER.

10. CONSEQUENTIAL DAMAGES: EXCEPT TO THE EXTENT OF SUPPLIER'S OBLIGATIONS AND LIABILITIES UNDER SECTIONS 5, 8 AND 9, NEITHER BUYER NOR SUPPLIER SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PRODUCTION, LOST REVENUE, LOST PRODUCT, LOST PROFITS, LOST BUSINESS OR BUSINESS INTERRUPTIONS REGARDLESS OF THE SOLE, JOINT, AND/OR CONCURRENT NEGLIGENCE OF EITHER PARTY, AND EACH PARTY HEREBY RELEASES THE OTHER IN THIS REGARD.

11. INSPECTION AND ACCEPTANCE: Supplier shall permit Buyer's Inspectors to have access to Supplier's plant at reasonable hours for the purpose of inspecting any items covered by this Order or work in process for production of said items. Unless otherwise specified, all items will be subject to final inspection and acceptance at Buyer's place of business. Buyer may, at its option, either (a) hold rejected items for Supplier's instructions and at Supplier's risk (and return them to Supplier at Supplier's sole expense), (b) return them to Supplier's expense and Supplier shall promptly reimburse Buyer for any and all damages sustained by Buyer as a result of Supplier's nonperformance, (c) rescind this Order, or (d) accept the items at an equitable reduction in price. No replacement of rejected items shall be made unless otherwise specified on Buyer's returned material order. All rejects will be charged back at full billing price plus the cost of inbound freight and handling. Payment for or use of items prior to inspection shall not constitute acceptance thereof. Title to the items shall remain with the Supplier until acceptance thereof by Buyer.

12. CHANGES: Buyer shall have the right to make changes at any time in the drawings, specifications, quantities, delivery schedules, delivery location, methods of shipment or packaging related to this Order where the items to be furnished are to be specifically manufactured for Buyer in accordance therewith. No changes shall be effective unless authorized in writing by Buyer. If such change results in delay or an increase or decrease in expense to Supplier, Supplier shall notify Buyer immediately and Buyer and Supplier will negotiate an equitable adjustment provided that Supplier shall continue to perform the work or services or supply the items contracted for under this Order as so changed.

13. ASSIGNMENT: This Order shall not be assignable by Supplier, voluntarily or involuntarily, nor shall a subcontract be made with any other party for the furnishing of any of the completed or substantially completed items, spare parts or work or services covered by this Order without Buyer's prior written consent. Any such attempted assignment without Buyer's prior written consent shall be void.

14. TERMINATION WITHOUT CAUSE: Purchaser shall have the right to terminate the Contract in whole or in part, for its convenience, by giving Supplier written notice. Supplier shall discontinue the Work so terminated but shall continue to perform any portion of the Work not terminated. Supplier shall make no further commitments except as may be necessary for completion of the Work not terminated. Supplier shall promptly cancel existing purchase orders and commitments relating to the terminated Work. Any Goods committed to the terminated Work (whether completed or in progress), shall be preserved by Supplier pending Purchaser's instructions. If such Goods include items which are standard stock equipment, components, or materials of Supplier or its Sub-suppliers, Purchaser shall have no obligation to make payment for such Goods. If the Goods are not standard stock equipment, components, or materials of Supplier or its Sub-supplier, then any payment to Supplier for such Goods shall be less the salvage value. Supplier shall recover from Purchaser, as complete, full, and final settlement for such terminated Work, a sum equal to its actual direct cost for the terminated Work satisfactorily performed as of the effective date of termination.

15. DRAWINGS, SPECIFICATIONS, AND TECHNICAL INFORMATION: All supplies, blueprints, sketches, drawings, specifications, and other technical or commercial information furnished by or on behalf of Buyer or created or produced by Supplier for Buyer in furtherance of this Order shall remain or become Buyer's property and shall be deemed to be the confidential information of Buyer. Such confidential information shall not be reproduced, given or disclosed to any third party by Supplier without Buyer's prior written consent and nothing in this Order shall be deemed to grant Supplier any rights to use all or any of Buyer's confidential information except for the purposes contemplated in this Order. All confidential information shall be returned to Buyer or Buyer's designated representative, upon completion of this Order or upon Buyer's demand. Any information which Buyer may disclose to Supplier with respect to the design, manufacture, sale or use of the items covered by this Order shall be deemed to have been disclosed to Supplier for use only in connection with this Order and incorporation into the items to be delivered hereunder. Supplier, therefore, shall not supply such items to others without Buyer's prior written consent. Unless expressly agreed in writing by Buyer, Buyer shall be under no obligation to keep confidential any information furnished to it hereunder by Supplier.

16. BUYER'S PROPERTY: All property used by Supplier, but owned, furnished, charged to, paid for or otherwise produced on behalf of Buyer including, but not limited to, materials, molds, tools, dies, jigs, patterns, fixtures, equipment and any replacement thereof shall be the property of Buyer subject to removal and inspection by Buyer at any time without cost or expense to Buyer. All such property shall be identified and marked by Supplier as Buyer's property, used by Supplier only on behalf of Buyer and adequately insured for Buyer's protection. Supplier shall assume all liability for, and maintain such property in good repair and condition, reasonable wear and tear excepted, for the utilization of the property in accordance with the provisions of this Order. All property to be returned to Buyer shall be returned in good condition, reasonable wear and tear excepted.

17. PATENT PROTECTION: To the extent the items ordered or services requested herein are not manufactured or performed consistent with designs specified by Buyer, Supplier shall indemnify and hold Buyer, its agents and customers harmless from any loss, damage or liability for infringement of any intellectual property right of a third party, including but not limited to Canada and any and all applicable patents or copyrights, or for unauthorized use of trade secrets or proprietary information of a third party with respect to such items and their process of manufacture, or the performance of such services. Supplier shall, at its own expense, defend any action in which such infringement or unauthorized use is alleged with respect to the manufacture, sale or use of such items delivered hereunder or services performed hereunder. Notwithstanding the above, Buyer may elect to maintain its own defense of such claims at the cost of Supplier.

18. HAZARDOUS MATERIAL: Any hazardous materials to be provided to Buyer under this Order must be marked, labeled, and offered for transportation in accordance with applicable laws and regulations. All packages must be in reusable and fireably responsible insurance company, properly safeguarding the Supplier against liability for injuries to and death of persons and damaged property, in amounts acceptable to Buyer; provided, however, except for Worker's Compensation Insurance which shall be maintained in accordance with applicable laws, the amount of insurance maintained by Supplier shall not be less than CAD\$1,000,000 per occurrence. Supplier shall furnish Buyer with written certificates confirming such insurance and specifying the names of the insurers, policy numbers and expiration dates if and when requested by Buyer. All such insurance policies shall be primary and non-contributory over any existing insurance available to Buyer, and shall provide (a) that Buyer is an additional insured, (b) that the insurance company has waived its subrogation rights and (c) unless by statute it is otherwise provided, that in the event of cancellation, written notice of such cancellation shall be given to Buyer at least thirty (30) days prior to the effective date of such cancellation.

19. INSURANCE: Supplier shall obtain and maintain Comprehensive General Liability Insurance, Worker's Compensation Insurance, Employer's Liability Insurance and Excess Liability Insurance, at its cost and expense, with a reusable and fireably responsible insurance company, properly safeguarding the Supplier against liability for injuries to and death of persons and damaged property, in amounts acceptable to Buyer; provided, however, except for Worker's Compensation Insurance which shall be maintained in accordance with applicable laws, the amount of insurance maintained by Supplier shall not be less than CAD\$1,000,000 per occurrence. Supplier shall furnish Buyer with written certificates confirming such insurance and specifying the names of the insurers, policy numbers and expiration dates if and when requested by Buyer. All such insurance policies shall be primary and non-contributory over any existing insurance available to Buyer, and shall provide (a) that Buyer is an additional insured, (b) that the insurance company has waived its subrogation rights and (c) unless by statute it is otherwise provided, that in the event of cancellation, written notice of such cancellation shall be given to Buyer at least thirty (30) days prior to the effective date of such cancellation.

20. TAXES: Federal, provincial, territorial or local taxes of any nature which are billed to Buyer shall be stated separately in Supplier's invoices.

21. LIENS: All items to be delivered hereunder and all property to be returned to Buyer shall be free and clear of any and all liens and encumbrances whatsoever.

22. COMPLIANCE WITH LAWS: Supplier guarantees that the manufacture, sale and delivery of the items ordered and services to be performed in this Order shall be subject to all applicable laws, rules and regulations. Supplier further agrees to sign, upon Buyer's request, a Certificate of Compliance confirming compliance with the above. Supplier consents to indemnify and hold Buyer harmless from and reimburse it for any and all costs, damages and expenses, including all court costs, expert witness fees, investigative costs and attorneys' fees suffered or occasioned to it directly or indirectly through any failure of Supplier to comply with any such law, regulation or order.

23. FORCE MAJEURE: If Supplier is unable by reason of Force Majeure to carry out any of its obligations under this Order, other than obligations to pay money, then upon Supplier giving notice and particulars in writing to Buyer, within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended for the duration of the Force Majeure event. "Force Majeure" shall include acts of God, laws and regulations, government action, war, civil disturbances, fire, flood, washout, epidemic or pandemic, national shortage of raw materials or other causes that are not reasonably within the control of Supplier. For the avoidance of doubt, any national or international occurrence, which exceeds a period of more than 120 days without the affected party providing notice to the other, that the affected party could not have reasonably provided against or mitigated by any other means will not constitute a Force Majeure event.

24. ADVERTISING: Supplier shall not advertise or publish the fact of or details relating to this Order to any third party except as specified in this Order, permitted by Buyer, or as required to perform this Order.

25. WAIVER OF TERMS AND CONDITIONS: The failure of Buyer in any one or more instances to insist upon performance of any of the terms and conditions of this Order, or to exercise any right or privilege in this Order shall not be construed as a waiver of any such terms, conditions, rights or privileges and the same shall continue and remain in full force and effect.

26. EXPORT CONTROLS: Buyer requires Supplier to advise Buyer if any items on this Order require a validated export license. Supplier's active response (confirmed "yes/no") is required to verify that Supplier has investigated the licensing requirements. If an export license is required, Buyer shall be provided with the applicable information and assistance necessary to obtain such license.

27. GOVERNING LAW: This Order shall be governed by and construed in accordance with the laws of the State of Utah, exclusive of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Utah provisions governing conflicts or choice of law. Supplier agrees that jurisdiction and venue shall be Salt Lake City, Utah.

28. EXPEDITING: The Goods furnished under this Agreement, including all warranty work, shall be subject to expediting by Buyer. Buyer's representatives shall be afforded free access during working hours to Seller's plant.

29. SEVERABILITY: Should any portion of this Order, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

30. PRIVACY AND DATA PROTECTION: Supplier acknowledges that Buyer has put in place rigorous safeguards and procedures regarding privacy and data protection, notably the Ovivo Privacy Policy (ovivowater.com/privacy-policy), and requires that Supplier adhere to its data protection principles to the extent applicable to Supplier.

STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Approval of Equipment purchases for an air compressor, snow blower, and brush cutter.

Summary and background information: (Appropriate documents attached)

A new 2023 compressor quotation is provided from Lincoln Contractors. Numerous quotes for a snow blower are attached. A quotation for a brush cutter is attached.

Fiscal Note:

Our budgets of \$190,000 for 4 pieces of equipment was:

Pickup Truck & Box	\$70,000 - approved	\$73,258
Snow Blower	\$85,000 - pending	\$63,160
Compressor	\$20,000 - pending	\$23,500
Brush Cutter/Chipper	\$15,000 - pending	\$28,097

Total:	\$190,000	\$188,015
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Recommendation:

I recommend approval of the Sullair 185 Air Compressor for \$23,500

I recommend approval of the HitchDoc HDS 9200 Wheel Loader snow blower from Swiduski Equipment Inc for \$63,160

I recommend approval of the brush cutter from Swidiski Equipment Inc for \$28,097



Director of Public Works
Kirk Arity



Date



Mosinee Wausau Thorp Antigo Waupaca

Your Partners on the Job

City of Tomah Hitch Doc HDS 9200 Wheel Loader Blower Quote

New Hitch Doc HDS 9200 Loader Blower with Cat Fusion quick attach, 50 GPM blower motor package kit, hydraulic valve package, 1" case drain coupler kit and wire harness for Cat 930K/M.

Price includes all items listed above plus factory freight, complete set-up and delivery.

Sale Price \$63,160.00

Mark Wisinski

Governmental Sales &
Corporate Development Manager
Swiderski Equipment, Inc
P O Box 38
820 Old Hwy 51N
Mosinee, WI 54455
Ph 715-693-3015
Fax 715-693-3016
Cell 715-281-9824
Email markwisinski@swiderskiequipment.com
Website www.swiderskiequipment.com





SALES AGREEMENT

DATE Mar 02, 2023

One Fabick Drive, Fenton, MO63026 Phone: 1-800-845-9188

Visit our website: www.fabickcat.com

PURCHASER	CITY OF TOMAH							
S	STREET ADDRESS	819 SUPERIOR AVE			<SAME>			
O	CITY/STATE	TOMAH, WI	COUNTY	MONROE				
L	POSTAL CODE	54660-2046	PHONE NO.	608-374-7445				
D								
T	CUSTOMER CONTACT:	EQUIPMENT	KIRK ARITY 608-374-7453	karity@tomahonline.com				
O		PRODUCT SUPPORT	KIRK ARITY 608-374-7453	karity@tomahonline.com	F.O.B. AT: La Crosse			

INDUSTRY CODE: GOVERNMENTAL LOCAL HC (205A)		PRINCIPAL WORK CODE: GOVERNMENTAL (A30)	
CUSTOMER NUMBER	1261598	Sales Tax Exemption # (if applicable)	057419
CUSTOMER PO NUMBER			
PAYMENT TERMS:		NET PAYMENT ON RECEIPT OF INVOICE <input checked="" type="checkbox"/>	NET ON DELIVERY <input type="checkbox"/>
		FINANCIAL SERVICES <input type="checkbox"/>	ISC <input type="checkbox"/> LEASE <input type="checkbox"/>
Cash With Order	\$0.00	Balance To Finance	0.00
Contract Interest Rate	0.00	Payment Period	Payment Amount 0.00
		Number Of Payments 0	

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: TBA	MODEL: WT-SWL	YEAR: TBA	NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>
STOCK NUMBER: TBA	SERIAL NUMBER: TBA	SMU: TBA	
HitchDoc HDS 9200 Snow Blower for CAT Wheel Loader with all necessary options			

TRADE-IN EQUIPMENT		PRICE AS EQUIPPED	\$79,400.00
MODEL: _____	YEAR: _____ SN: _____	SUB TOTAL	\$79,400.00
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____	SALES TAX (0%)	\$0.00
MODEL: _____	YEAR: _____ SN: _____	BALANCE DUE	\$79,400.00
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____		
MODEL: _____	YEAR: _____ SN: _____		
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____		

ALL TRADES-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL /ds-init1/	Payment Terms and Conditions: Tax Exempt. Cash Deal
The customer acknowledges that he has received a copy of the Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.		
Warranty applicable including expiration date where necessary: Caterpillar Work Tool Warranty		

CSA: _____

NOTES: _____

NO AGREEMENTS OTHER THAN THOSE EITHER PRINTED OR WRITTEN ON THIS ORDER ARE BINDING ON EITHER PARTY OF THIS CONTRACT. This order is subject to the terms and conditions set forth on both front and reverse sides including the applicable manufacture's warranty. In the event this machine is equipment with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and /or its dealers to better server me and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operation data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

Fabick ORDER RECEIVED BY <u>Muehlenkamp, Thomas</u> REPRESENTATIVE	PURCHASER	APPROVED AND ACCEPTED ON _____ CITY OF TOMAH PURCHASER BY _____ SIGNATURE _____ TITLE
--	-----------	---

TERMS AND CONDITIONS

This order is subject to the following terms and conditions:

1. The Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
2. This order when accepted by Seller shall become a binding contract, but shall be subject to strikes, lockouts, accidents, fire, delays in manufacture or transportation, acts of God, embargoes, or Governmental action and any other causes beyond the control of the Seller whether the same as, or different from the matters and things hereinbefore specifically enumerated, and any of said causes shall absolutely absolve the Seller from any liability to the purchaser under the terms hereof.
3. Title to the machine(s) being purchased shall remain in the name of Seller until the purchase price is fully paid, and release of the machine(s) to Purchaser for demonstration or as an accommodation shall not transfer title until payment for the machine is received. In the event of nonpayment, receipt of insufficient funds check, stop payment order, or other failure to pay agreed consideration, customer agrees that it is leasing any to be purchased machine in its possession or control at Fabick's daily rental rate from date of possession until return of possession to Fabick, and subject to Fabick's standard Rental Terms, which are incorporated herein by reference. In the event of default, Fabick shall be entitled to its costs of collection or repossession, including reasonable attorneys' fees and 18% per annum interest on delinquent payment.
4. The Seller's responsibility for shipment ceases upon delivery to the transportation company at Seller's place of business, or manufacturer's place of business if direct shipped to Purchaser, and any and all Risk of Loss for in transit damage, delay claims or shortages after such delivery is at Purchaser's risk (not Seller's risk) and claims shall be made by Purchaser to the transportation company. Purchaser agrees to acquire insurance on the machine prior to shipment.
5. Upon receipt of possession, Purchaser shall immediately inspect the machine(s) for non-compliance with terms of purchase, pre-transit damage, shortage claims, or any other claim against Seller, and shall immediately notify Seller of any such claims in writing, and shall be deemed to have accepted the machine in its as is condition if no written claim is made within fifteen days of receipt of possession, which the parties agree is a commercially reasonable period for inspection.
6. Upon acceptance by Seller, this contract contains all terms and conditions of purchase, and prior negotiations, different terms, or representations are superseded by the terms of this contract. Seller is not bound by any representation or term made or allegedly made by any agent or employee of Seller which is not expressly set forth in this contract.
7. Purchaser is buying the machines or goods herein subject to the manufacturer's warranty, if any. Seller **DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Purchaser assumes the risk of damage and/or injury from use or operation of the machines or goods, both personal injury and property or casualty damage, suffered or sustained in the operation thereof, and agrees to hold Seller harmless therefrom. Purchaser waives and holds Seller harmless from any and all claims in connection with delays, lost profits, consequential damages, and incidental damages. All used machines or goods being purchased are sold "as is" without any warranty, express or implied (except Seller warrants title), unless said warranty is set forth on page 1 of this contract in the section entitled WARRANTY ON EQUIPMENT EXTENDED BY SELLER, USED EQUIPMENT and is signed or initialed by both of the parties hereto.
8. New Caterpillar Products (to include machines, engines, attachments and parts manufactured by Caterpillar Tractor Co.), are warranted by Caterpillar as set forth in Caterpillar Warranty forms, which the Purchaser has reviewed and accepts in lieu of any and all warranties by the Seller, whether express or implied. All non-Caterpillar new products being purchased including machines, engines, attachments and parts are subject to their Manufacturer's Warranty, if any, which the buyer has reviewed and accepts in lieu of any and all warranties by the Seller, whether express or implied.
9. To the extent applicable, the contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

INITIAL

BILL OF SALE FOR PROPERTY TAKEN IN TRADE

For value received, I/we hereby grant, sell, transfer and deliver unto John Fabick Tractor Company, One Fabick Drive, Fenton, Missouri 63026 at _____

I/we hereby certify that there is no lien, claim, debt, mortgage or encumbrance of any kind, nature or description against this property now existing, of record or otherwise, and that same is free and clear and is my/our sole and absolute property. I/we agree to assume all risk of loss and/or damage to above described equipment, beyond normal wear, until delivery is made to and accepted by Fabick.

by _____
(Title)

SIGNATURE



SnowWolf®

14311 Ewing Avenue
Burnsville, MN 55306

1 800 905 2265 / Call or Text

service@snowwolfplows.com
snowwolfplows.com

facebook.com/snowwolfplows
instagram.com/snowwolfplows

YOU

JOE KUBE
CITY OF TOMAH
515 EAST MONOWA ST
TOMAH, WI 54660
jkube@tomahwi.gov
608-344-1626

YOUR DEALER

Mark Wininski
Swiderski Equipment Inc.- Gov - Mosinee, WI
820 Old Hwy 51 N
Mosinee, WI 54455
715-693-3015
mwininski@sei247.com

WHAT YOU INQUIRED ABOUT

ALPHABLOWER
100" X 1

YOUR SNOWWOLF CONTACT

Randy Symington
randy.symington@snowwolfplows.com
800-905-2265

YOUR MACHINE(S)

CAT 930K

QTY	PART NO.	DESCRIPTION	SUGGESTED RETAIL PRICE *	EST. PAYMENT PER/MO. *	TOTAL *
RECOMMENDED SOLUTION					
1	33-100-H	100" Hydraulic Driven Snow Blower, 33" Fan, 40-50 GPM Flow Required	\$66,590.00	\$1,241.90	\$66,590.00
MSRP SUB-TOTAL BEFORE ACCESSORIES					\$66,590.00

RECOMMENDED ACCESSORIES					
1	MT200-SB	CAT Fusion Hooks			
1	TLC-33100	Telescopic Truck Loading Chute for 33-100 (H or P)	\$2,230.00	\$61.94	\$2,230.00
1	GW-33100	Foam Filled Gauge Wheels for 33-100 (H or P)	\$3,020.00	\$83.89	\$3,020.00
1	SK-33100	Sideplate Kit for 33-100 (H or P)	\$1,635.00	\$45.42	\$1,635.00
MSRP TOTAL WITH ACCESSORIES					\$1,433.15 \$73,475.00

SALE PRICE WITH GOVERNMENTAL DISCOUNT, SET-UP AND DELIVERY \$69,810.00

NEXT STEPS

- * Prices quoted are Suggested Retail Prices in USD. Your final price with tax is set by your SnowWolf Dealer. Contact them now.
- Need financing? Apply here: <https://gefinaances.com/snowwolf>
- Pick up your new SnowWolf gear!
- Join the exclusive SnowWolf Owners Group on Facebook: www.facebook.com/groups/snowwolfplows
- Make money - lots of it. Repeat. Repeat.

Quote Date: 1/9/2023

Valid Through: 2/8/2023



PROPOSAL FROM: AARON MAYER

3332 Commerce St.
La Crosse, WI 54603
Phone: 608-785-1100
Fax: 608-785-1100

LINCOLN CONTRACTORS SUPPLY, INC.

CITY OF TOMAH

	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
CUSTOMER	1	SULLAIR 185 AIR COMPRESSOR	\$23,500.00	\$23,500.00
CITY OF TOMAH				
ATTENTION				
JOE KUBE				
DATE				
3/15/2023				
ESTIMATE NO				
MD- 1111				
E-MAIL				
JKUBE@TOMAH.WI.GOV				
PROJECT				
SALESPERSON				
Aaron Mayer				
(608) 304-5675				
PAYMENT TERMS				
Net 30				
DUE DATE				
3/30/2023				

SUBTOTAL	\$23,500.00
TAX RATE	0.00%
SALES TAX	\$0.00
OTHER	
TOTAL	\$23,500.00

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:
 CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless agreed in writing by the home office of the seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials, and all other causes beyond our control.

Sign Below to Accept Quote:

Authorized Rep: _____ Date: _____



Mosinee Wausau Thorp Antigo Waupaca

Your Partners on the Job

City of Tomah Loftness Mulching Head Quote

New Loftness 61" Battle AX "L Series" mulcher for Bobcat T60 series CTL. Includes motor package for standard flow 17.6 GPM @ 3500 PSI. Equipped with planer teeth, hydraulic couplers, push bar and high flow conversion kit with pulley, 7.4" sheave to convert cutter to operate on a Bobcat T60 series highflow CTL with 24-27.9 GPM. Also includes New Bobcat T60 Series Forestry Door Kit. Price includes all items listed above plus factory freight, complete set-up, government discounts and delivery.

Sale Price \$28,097.00

Mark Wisinski

Governmental Sales &
Corporate Development Manager
Swiderski Equipment, Inc
P O Box 38
820 Old Hwy 51N
Mosinee, WI 54455
Ph 715-693-3015
Fax 715-693-3016
Cell 715-281-9824
Email markwisinski@swiderskiequipment.com
Website www.swiderskiequipment.com



STAFF COMMITTEE PREPARATION REPORT

Agenda Item:

Approval of 2023 Contract Extension for City of Tomah Sidewalk/Curb & Gutter

**Summary and background information:
(Appropriate documents attached)**

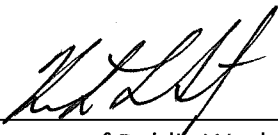
A copy of the 2022 Bid Proposal is attached. As indicated in the proposal negotiated contract extensions are available.

Fiscal Note:

As provided.

Recommendation:

I recommend the approval of the negotiated pricing with the 3/8/23 dated proposal.



Director of Public Works
Kirk Arity

3/17/23

Date

**CITY OF TOMAH SIDEWALK / CURB & GUTTER
2023 BID PROPOSAL FORM**

We, Wolf Concrete & Construction LLC, propose to perform all work required for completion, in accordance with the City of Tomah sidewalk/curb & gutter specifications, within the time specified, and at the prices stated below.

<u>ITEM TO BE QUOTED</u>	<u>PRICE</u>	<u>Increase</u>
4" SIDEWALK		
New	\$ <u>6.10</u> per square foot	9%
Replacement-Sections up to 20' Long	\$ <u>7.75</u> per square foot	7.1%
-Sections more than 20' Long	\$ <u>7.00</u> per square foot	7.9%
Handicap Ramp	\$ <u>7.55</u> per square foot	7.3%
6" SIDEWALK		
New	\$ <u>8.10</u> per square foot	6.8%
Replacement-Sections up to 20' Long	\$ <u>9.75</u> per square foot	5.7%
-Sections more than 20' Long	\$ <u>9.00</u> per square foot	6.2%

CURB AND GUTTER

New	\$ <u>26.70</u> per lineal foot	3.8%
Repair	\$ <u>27.30</u> per lineal foot	3.7%

Radius curbs additional \$.95 per lineal foot
 A certificate of insurance will be furnished to the City with this bid proposal (on the form provided or on a similar form with all the same entries). The amounts required are designated on the Insurance Requirements attachment. IF fuel and concrete prices continue to rise, terms of this contract may need to be re-negotiated
 The undersigned acknowledges the right of the City to reject any and all bids, including bids that in the opinion of the City are excessive or are not sufficient to properly carry out the work. The undersigned acknowledges the right of the City to reject the bid of bidders who have previously failed to properly perform or complete on time, contracts of a similar nature. The City of Tomah waves the right to negotiate an extension of the contract for 2020 and 2021, if agreeable by both parties.

The undersigned hereby certifies that I have examined the specifications and insurance requirements in detail before submitting the proposal and further that I have full authority to submit this proposal in its behalf.

Business Name: Wolf Concrete & Construction LLC Date: 3/8/23

Address: 24850 County Hwy A Phone: 608-343-9611
Tomah, WI 54660

By: Michael Wolf Title: member/owner

Item 7. me: Michael Wolf, member

**CITY OF TOMAH SIDEWALK / CURB & GUTTER
2022 BID PROPOSAL FORM**

We, Wolf Concrete & Construction, LLC, propose to perform all work required for completion, in accordance with the City of Tomah sidewalk/curb & gutter specifications, within the time specified, and at the prices stated below.

ITEM TO BE QUOTED

PRICE

4" SIDEWALK

New \$ 5.55 per square foot
 Replacement-Sections up to 20' Long \$ 7.20 per square foot
 -Sections more than 20' Long \$ 6.45 per square foot
 Handicap Ramp \$ 7.00 per square foot

6" SIDEWALK

New \$ 7.55 per square foot
 Replacement-Sections up to 20' Long \$ 9.20 per square foot
 -Sections more than 20' Long \$ 8.45 per square foot

CURB AND GUTTER

New \$ 25.70 per lineal foot
 Repair \$ 26.30 per lineal foot

Radius curbs additional * .95 per lineal foot

A certificate of insurance will be furnished to the City with this bid proposal (on the form provided or on a similar form with all the same entries). The amounts required are designated on the Insurance Requirements attachment. IF fuel and concrete prices continue to rise, terms of this contract may need to be re-negotiated.

The undersigned acknowledges the right of the City to reject any and all bids, including bids that in the opinion of the City are excessive or are not sufficient to properly carry out the work. The undersigned acknowledges the right of the City to reject the bid of bidders who have previously failed to properly perform or complete on time, contracts of a similar nature. The City of Tomah reserves the right to negotiate an extension of the contract for 2023 and 2024, if agreeable by both parties.

The undersigned hereby certifies that I have examined the specifications and insurance requirements in detail before submitting the proposal and further that I have full authority to submit this proposal in its behalf.

Business Name: Wolf Concrete & Construction LLC

Date: 3/15/22

Address: 24850 County Hwy A

Phone: 608-343-9611

Tomah, WI 54660

By: Michael Wolf

Title: member/owner

Item 7. Name: Michael Wolf, Member