

A G E N D A CITY OF WAUPUN BOARD OF PUBLIC WORKS Waupun City Hall – 201 E. Main Street, Waupun WI Tuesday, February 11, 2025 at 4:30 PM

The City of Waupun Board of Public Works and Facilities Committee will meet in-person, virtually and teleconference. Instructions to join the meeting are provided below:

Virtual: https://us02web.zoom.us/j/84598147665?pwd=WUVVV5aRblypekbM06muDVj6LYMsmi.1

Meeting ID: 845 9814 7665

Passcode: 920022

Phone: 312 626 6799 US (Chicago)

CALL TO ORDER

ROLL CALL

<u>PERSONS WISHING TO ADDRESS THE BOARD OF PUBLIC WORKS</u>--State name, address, and subject of comments. (2 Minutes)

No Public Participation after this point.

FUTURE MEETINGS AND GATHERINGS

1. Next Regularly Scheduled Meeting, Tuesday, March 11, 2025, 4:30 p.m. Waupun City Hall, 201 E Main Street, Waupun, WI

CONSIDERATION - ACTION

- Approve Minutes for January 13, 2025 Board of Public Works Meeting
- 3. Set 2025 Spring Yarde Waste Cleanup Dates
- 4. Recommend Approval of 2025 Landfill Monitoring Agreement
- 5. Recommend Contract Award for 2025 Asphalt Paving Projects
- 6. Recommend Bid Award of Newton and Rock Ave. Phase 2 Street Construction Project
- 7. Recommend Approval of Roofing Contract with BRH Enterprise for Hail Damage Repair to Public Facilities

ADJOURNMENT

Upon reasonable notice, efforts will be made to accommodate disabled individuals through appropriate aids and services. For additional information, contact the City Clerk at 920-324-7915.



Minutes - City of Waupun Board of Public Works

Tuesday, January 14, 2025 - City Council Chambers

CALL TO ORDER

Vice Chairman Kaczmarski called the meeting to order at 4:36pm

ROLL CALL

Alderpersons: Peter Kaczmarski, Kambria Ledesma, Mike Matoushek

Citizens: Dale Heeringa, Andrew Sullivan, Gregg Zonnefeld

Ex-Officio: DPW Director Jeff Daane, City Administrator Kathy Schlieve

Additional Attendees: Mayor Rohn Bishop

Approved Absences: Dave Rens

<u>FUTURE MEETINGS AND GATHERING INVOLVING THE BOARD OF PUBLIC WORKS</u>

1.Next Regularly Scheduled Meeting of Board of Public Works is February 11, 2025, 4:30 pm, Waupun City Hall

CONSIDERATION - ACTION

- 2. Approve Minutes from November 12, 2024 Board of Public Works Meeting Motion by Sullivan to approve, seconded by Zonnefeld. Motion passes unanimously.
- 3. Approve 5-Year Street Plan for 2025-2029 Daane presents. Newton and Rock are on the schedule, there are some additional mill and overlays on the horizon. Mayor Bishop would like the Board to consider eliminating Township owned streets from the schedule specifically, Young Street. There are islands that need maintaining and the mayor would like to have that section be annexed into the city. So, the city is only maintaining infrastructure that the city owns.

Motion to approve the 5 year street plan 2025-2029 with the exception of the 53 feet on Young and E Brown by Matoushek, seconded by Ledesma. Motion passes unanimously.

- 4. Approve Purchase of 2025 Chevrolet 2500 HD 4WD Truck Motion by Matoushek seconded by Sullivan to approve Homan's bid in an amount of 45,750.00 and as authorized within the 2025 adopted City of Waupun Municipal Budget and recommended to the council for contract approval. One opposed, motion passes.
- 5. Approve Purchase of Snowplow for New 2025 ¾ Ton Pickup Truck Motion by Sullivan seconded by Heeringa to approve the purchase of an MVP3 Snowplow from Madison Truck Equipment for \$8374.

- 6. Approve and Recommend Agreement to Raze and Remove Former McCune Beach Bath House Motion by Sullivan seconded Matoushek, to approve W&D Navis to Raze and Remove the Former McCune Beach house for the amount of \$9,375. Motion passes unanimously.
- 7. Discuss Newton Ave and Rock Ave Preliminary Plan no motion
- 8. Recommend Naming of 510 E Spring Street Motion to recommend to the Common Council approval to name the public building located at 510 Spring Street the Waupun Recreational Arena based on direction received from Waupun Hockey Association. Motion by Sullivan seconded by Ledesma. Motion passes.
- 10. Winter Salt Awareness Week January 27-31 Proclamation Daane presents. Salt is contaminating ground water. Kaczmarski asked about how Brine is categorized under this. No motion.

Heeringa, motion to adjourn. Seconded by Sullivan.

Respectfully submitted,

Kambria Ledesma, Clerk

City of Waupun



AGENDA SUMMARY SHEET

MEETING DATE: 2/11/25 TITLE: Set 2025 Spring Yarde Waste Cleanup Dates

AGENDA SECTION: CONSIDERATION-ACTION

PRESENTER: Jeff Daane, Public Works Director

DEPARTMENT GOAL(S) SUPPORTED (if applicable)	FISCAL IMPACT	
Public Infrastructure	Labor as Budget	

ISSUE SUMMARY:

Spring yard waste dates should run from April 7th through 7am May 5th. This means the yard waste must be to the curb by 7am on May 5th as that day would start the last pass. This work is always weather dependent.

STAFF RECOMMENDATION:

Approve the dates as presented

ATTACHMENTS:

RECOMMENDED MOTION:

Motion to approve the 2025 Spring Yarde waste collection dates as April 7 through 7am May 5, 2025.



AGENDA SUMMARY SHEET

MEETING DATE: 2/11/25 TITLE: Recommend Approval of 2025 Landfill

Monitoring Agreement

AGENDA SECTION: CONSIDERATION-ACTION

PRESENTER: Jeff Daane, Public Works Director

DEPARTMENT GOAL(S) SUPPORTED (if applicable)	FISCAL IMPACT	
Public Infrastructure	\$12,600 as authorized in 2025 A	dopted Budget

ISSUE SUMMARY:

The City of Waupun has two closed landfills. These landfills need to be monitored, and the results are then sent to the WIDNR. MSA professional services has completed this service for the city for many years. With the cost of the work going up we obtained additional quotes to review pricing. Three quotes were received:

- MSA Professional Services \$12,600
- Cedar Corporation \$14,300
- Robert E. Lee \$17,900

STAFF RECOMMENDATION:

Recommend to Council MSA Professional Services agreement

ATTACHMENTS:

MSA Professional Services Agreement Cedar Corporation Agreement Robert E. Lee Agreement

RECOMMENDED MOTION:

Motion to recommend to council the MSA Professional Landfill Monitoring Agreement in the amount of \$12,600 as presented.



1250 Centennial Centre Blvd Hobart, WI 54155 920-662-9641 releeinc.com

January 28, 2025

Mr. Jeff Daane, Director of Public Works CITY OF WAUPUN 201 East Main Street Waupun, WI 53963

RE: 2025 Environmental Consulting Services – Old Waupun Landfill, (WDNR License #01276; FID #420013880) and New Waupun Landfill (WDNR License #02246; FID #420013990), Fond du Lac County, Wisconsin

Dear Mr. Daane:

Robert E. Lee & Associates, Inc. (REL) is pleased to provide this proposal to the City of Waupun (the City) to complete environmental consulting services during 2025 at the closed City of Waupun Landfills, Waupun, Wisconsin (the Landfills). The Landfills include the Old Waupun Landfill, Wisconsin Department of Natural Resources (WDNR) License Number #01276 and New Waupun Landfill WDNR License #02246. Additional details are provided as follows:

PROPOSED SCOPE OF WORK

The scope of work includes required monitoring event tasks, including a combination of groundwater and private well sampling on a semi-annual basis during the months of April and October at the Landfills. REL has prepared this proposal for services and cost estimates to complete the semi-annual monitoring events, as we currently understand the requirements as provided by the City. The required monitoring is understood to include semi-annual groundwater and private well sampling at the Old Waupun Landfill, and semi-annual groundwater sampling at the New Waupun Landfill. The cost is based on all monitoring wells being purged and sampled with a disposable bailer, and REL having accessibility to all monitoring points and necessary landfill areas with an all-terrain vehicle (ATV).

Sampling at each of the Landfills will be completed according to the information provided by the City, which is detailed in the tables on the following pages.

RE: 2025 Environmental Consulting Services – Landfill Sampling

Old Waupun Landfill (License #01276)

Device Type	Sampling Point(s)	Parameter(s)	Frequency
Groundwater	MW-1	Dissolved Chloride	Semi-Annually
Monitoring Wells	MW-2	Dissolved Iron	(April and October)
	MW-2A	Dissolved Hardness	
	MW-3	Dissolved Alkalinity	
	MW-4	Volatile Organic Compounds (VOCs)	
	MW-4A	Field Color	
	MW-5	Field Conductivity	
	MW-6	Field Odor	
	MW-7	Field pH	
	MW-7A	Field Temperature	
		Field Turbidity	
Private	DeVries Private Well	Total Chloride	Semi-Annually
Monitoring Well		Total Iron	(April and October)
		Total Hardness	
		Total Alkalinity	
		Volatile Organic Compounds (VOCs)	
		Field Color	
		Field Conductivity	
		Field Odor	
		Field pH	
		Field Temperature	
		Field Turbidity	

Notes:

New Waupun Landfill (License #02246)

Device Type	Sampling Point(s)	Parameter(s)	Frequency
Groundwater	MW-6	Dissolved Chloride	Semi-Annually
Monitoring Wells	MW-7R	Dissolved Iron	(April and October)
	MW-8	Dissolved Hardness	
	MW-9	Dissolved Alkalinity	
	MW-9A	Volatile Organic Compounds (VOCs)	
	MW-10	Field Color	
	MW-11R	Field Conductivity	
		Field Odor	
		Field pH	
		Field Temperature	
		Field Turbidity	

Notes:

A semi-annual monitoring report will be completed for each sampling event for the Landfills. Each monitoring report will summarize the sampling data from each sampling event, including updated figures, tables, and an evaluation of sampling results. Each monitoring report will be submitted to the WDNR

^{1.} One duplicate sample and one field blank sample will be collected during each semi-annual monitoring event and submitted for laboratory analysis of total chloride, total iron, total hardness, total alkalinity, and VOCs.

One duplicate sample and one field blank sample will be collected during each semi-annual monitoring event and submitted for laboratory analysis
of total chloride, total iron, total hardness, total alkalinity, and VOCs.

along with all required information based on sampling results. The monitoring data from both landfills will be summarized and electronically submitted to the City and WDNR GEMS database on a semiannual basis to meet the WDNR requirements. In addition, a brief letter documenting the results of the private well sampling for Old Waupun Landfill will be prepared and submitted to the WDNR in accordance with Wisconsin Administrative Code Chapter NR 507.26. A copy of each semi-annual monitoring report and the private well sampling results letter will be submitted to the City for reference.

NON-SCOPE ITEMS

- Current WDNR monitoring plans and operation manuals have not been reviewed as a part of preparing this proposal due to lack of accessibility.
- The cost presented does not include REL's participation in WDNR meetings/inspections; and/or routine operation and maintenance tasks such as cap repairs, seeding of cap, repair and/or replacement of monitoring wells, assistance with passive gas vents, etc.
- Should the City determine that REL should be a part of WDNR meetings/inspection and/or request that REL conduct operation and maintenance activities, a contract amendment to this proposal will be provided at that time.

PROJECT FEES

REL proposes to perform the environmental monitoring services for a lump sum cost of **\$17,900**. A cost breakdown by landfill is presented as follows:

Task 1: Old Waupun Landfill (License #01276)	Cost
This task includes the collection of semi-annual ground water and private well samples, semi-	\$10,600
annual reporting of data to the WDNR, and preparation and submittal of a semi-annual report,	
as previously described. Any non-standard items or unanticipated exceedance may result in	
additional sampling and/or data review to address WDNR comments or regulatory	
requirements, which will lead to additional costs. In the event this occurs, REL will provide	
a cost estimate for the additional services. Additionally, if any repair needs are discovered	
during sampling events, REL will provide a cost estimate for the additional services. Labor,	
equipment, and laboratory analytical fees are included in this cost.	
Task 2: New Waupun Landfill (License #02246)	
This task includes the collection of semi-annual ground water samples, semi-annual reporting	\$7,300
of data to the WDNR, and preparation and submittal of a semi- annual report, as previously	
described. Any non-standard items or unanticipated exceedance may result in additional	
sampling and/or data review to address WDNR comments or regulatory requirements, which	
will lead to additional costs. In the event this occurs, REL will provide a cost estimate for the	
additional services. Additionally, if any repair needs are discovered during sampling events,	
REL will provide a cost estimate for the additional services. Labor, equipment, and	
laboratory analytical fees are included in this cost.	

TOTAL: \$17,900

CITY OF WAUPUN

RE: 2025 Environmental Consulting Services – Landfill Sampling

This proposal addresses the costs above and includes all necessary technical staff, labor, laboratory analysis, equipment, and material to complete the proposed work described. Please sign and return a copy of the agreement page to authorize our services. Work can begin on this project immediately upon receipt of a signed Agreement for Engineering Services.

Attached, and made part of this proposal, are our Standard Terms and Conditions, dated June 2006. If you have any questions and/or comments in this regard, please contact our office.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

Cody Applekamp, P.G.

Project Geologist

CMA/NLL/NJM

ENC.

Nicole L. LaPlant

Geologist/Project Manager

Dieds L. Lallant





1250 Centennial Centre Blvd Hobart, WI 54155 920-662-9641 releeinc.com

AGREEMENT FOR ENGINEERING SERVICES

DATE: January 28, 2025

CLIENT: Mr. Jeff Daane, Director of Public Works

CITY OF WAUPUN 201 East Main Street Waupun, WI 53963

2025 Environmental Consulting Services – Old Waupun Landfill, (WDNR License #01276; FID #420013880) and New Waupun Landfill (WDNR License #02246; FID #420013990), Fond du Lac County, Wisconsin

Lump Sum \$17,900

Compensation for the services described in the attached proposal will be based on a lump sum basis contract. Please note that we issue monthly progress billings for the work performed during that month. Payment is expected within 30 days after the invoice date. Interest of 1.5% per month (equivalent to 18% per annum) will be computed monthly on the portion of the balance that is over 30 days past due.

If acceptable, please sign in the space provided and return one complete copy for our files. If there are any questions, please call our office.

Sincerely,

ROBERT E/LEE & ASSOCIATES, INC.

Jared G. Schmidt, P.E., VP

Civil/Municipal Engineering Manager

ACCEPTED FOR CITY OF WAUPUN

Signature Date Print Name

ROBERT E. LEE & ASSOCIATES, INC.

STANDARD TERMS AND CONDITIONS

I. SCOPE

Robert E. Lee & Associates, Inc. agrees to perform the engineering, surveying, and/or environmental services described in the proposal or agreement in which these standard terms and conditions are referenced and to which they are attached. Unless modified in writing by the parties thereto, duties of Robert E. Lee & Associates, Inc. shall not be construed to exceed those services specifically set forth in the proposal or agreement to which these standard terms and conditions are attached.

II. COMPENSATION

Client agrees to pay for the services provided in accordance with the compensation provisions described in the proposal or agreement to which these standard terms and conditions are attached. Payment to Robert E. Lee & Associates, Inc. will be made within 30 days after the date of billing. For all amounts unpaid after 30 days from the invoice date, client agrees to pay Robert E. Lee & Associates, Inc. a finance charge of 1-1/2% per month.

For time and expense compensation, charges will consist of salary-related costs and non-salary costs. Salary-related charges include, but are not limited to, the following:

- 1. Salaries paid employees for time spent working directly on the subject project.
- Costs of employee fringe benefits attributable to the employee's time spent working directly on the subject project.
- General and administrative overhead charges distributed on the basis of employee time spent working directly on the subject project.

Nonsalary costs cover items directly related to the project, other than those covered by salary-related costs. Such non-salary costs shall be computed on the basis of actual purchase price for items and services obtained from commercial sources and outside consultants. Cost of items and services provided directly by Robert E. Lee & Associates, Inc. shall be in accordance with rate schedules based on normal charges of commercial sources. Non-salary items and services include, but are not limited to, the following:

- Services directly applicable to the project such as special legal and accounting expenses, computer rental and programming costs, special consultants, borings, environmental analyses, commercial printing and binding, and similar services that are not applicable to general overhead.
- 2. Identifiable reproduction services applicable to the project such as printing of drawings, photostating, multilithing, printing, and similar services.
- 3. Identifiable communication services such as longdistance telephone, telegraph, cable, express services, and postage other than for general correspondence.

- Living and traveling expenses of employees when away from home office on business connected with the project.
- Subcontracted services.

III. RESPONSIBILITY

Robert E. Lee & Associates, Inc. is employed to render a professional service only, and any payments made by the client are compensation solely for such services rendered and recommendations made in carrying out the work. Robert E. Lee & Associates, Inc. shall follow the practice of the civil engineering, surveying, and/or environmental services professions to make findings, opinions, factual presentations, and professional advice and recommendations.

In performing construction management services, Robert E. Lee & Associates, Inc. review of work prepared or performed by other individuals or firms employed by the client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or construction observation provided by Robert E. Lee & Associates, Inc. is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Robert E. Lee & Associates, Inc. does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

It is understood and agreed by both parties that Engineer, in performing professional services for Owner with respect to hazardous substances, will make recommendations to Owner with respect thereto, but does not have the authority or responsibility to decide where disposal or treatment takes place, nor to designate how or by whom the hazardous substances are to be transported for disposal or treatment.

IV. INSURANCE AND LIMITS OF LIABILITY

Robert E. Lee & Associates, Inc. shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement. The client agrees to limit the liability of Robert E. Lee & Associates, Inc. to the extent of Robert E. Lee & Associates, Inc. insurance or as otherwise stated below:

- 1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit of liability for bodily injury and property damage shall be \$1,000,000.
- Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired

cars. The combined single limit of liability for bodily injury and property damage shall be \$600,000.

- 3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
- Professional liability insurance covering damages resulting from errors and omissions of Robert E. Lee & Associates, Inc. The limit of liability shall be \$50,000.

V. SUSPENSION OF WORK

The client may suspend, in writing, all or a portion of the work under the Agreement in the event unforeseen circumstances beyond the control of the client make normal progress in the performance of the work impossible. Robert E. Lee & Associates, Inc. may request that the work be suspended by notifying the client, in writing, of circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project.

VI. TERMINATION OF WORK

Either party may terminate work in the event the other party fails to perform in accordance with the provisions of the Agreement. Termination of the Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, Robert E. Lee & Associates, Inc. shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the terminated portion of the project prior to the effective date of termination.

Robert E. Lee & Associates, Inc. shall be compensated for the terminated portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

VII. ASSIGNMENT

These terms and conditions and the Agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either the client or Robert E. Lee & Associates, Inc. without the prior written consent of the other.

VIII. INTEGRATION

These terms and conditions and the Agreement to which they are attached represent the entire understanding of the client and Robert E. Lee & Associates, Inc. as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. The Agreement may not be modified or altered except in writing signed by both parties.

IX. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the state of Wisconsin. Jurisdiction of litigation arising from the Agreement shall be in the state of Wisconsin. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

X. DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project following the completion of the project, the Client and the Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client shall make no claim for professional negligence, either directly or in a third-party claim, against the Engineer unless the Client has first provided the Engineer with a written certification executed by an independent engineer currently practicing in the same discipline as the Engineer and licensed in the state of Wisconsin. This certification shall: a) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an Engineer performing professional services under similar circumstances; and b) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Engineer not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any mediation or judicial proceeding.

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other related expenses.

All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after two (2) years have passed from the date of completion of construction phase services, unless the Engineer's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.

June 2006

Projec	ct No
Date:	January 27, 2025

Confirmation of Client Request for Services between Cedar Corporation (CONSULTANT) and City of Waupun (CLIENT)

Authorization to Perform Professional Environmental Consulting Services

CONSULTANT is hereby authorized to proceed with the project listed below. The services are to be completed in a timely manner mutually agreeable with the CLIENT and CONSULTANT.

Project: Semi-annual groundwater sampling and reporting for the City of Waupun Old Landfill (No. 1276) and the City of Waupun New Landfill (No. 2246).

Scope of Work: CONSULTANT will provide environmental consulting services to CLIENT, as outlined for Project in Attachment A.

Method of Compensation: Work will be completed on a Lump Sum (per event) basis as outlined below:

Task	ask Cost 2025 Total		2026 Total	2027 Total		
Health and Safety Plan*	\$300					
Spring Event	\$6,300	\$14,300	\$14,000	\$14,000		
Fall Event	\$7,700					

^{* =} One-time fee to be included with the first sampling event.

Additional Work: If required, the CONSULTANT will provide a written quote for any additional work or out-of-scope work for the CLIENT's approval.

Payments are due and payable thirty (30) days from the date of the CONSULTANT's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one percent (1%) per month from invoice date.

Timetable: CONSULTANT's services shall be performed as detailed in CONSULTANT's Scope of Work included in Attachment A.

Attachment A Scope of Work

The Environmental Consulting Services provided by Cedar Corporation will include:

- 1.) Preparation of a site-specific health and safety plan, covering both landfills. This work is a one-time fee, and will be invoiced with the first sampling event.
- 2.) Spring groundwater sampling event: Groundwater samples will be collected during the semi-annual event, in April, in accordance with the April 30, 2001, Plan Modification Approval letter from the Wisconsin Department of Natural Resources (WDNR) (attached).
 - a) One duplicate sample will be collected from a groundwater monitoring well from each landfill and submitted for the same analyses as the selected wells.
 - b) One trip blank will be submitted for the analysis of volatile organic compounds (VOCs).
 - c) Reporting Results from the April groundwater monitoring event for both the Old Landfill and the New Landfill will be tabulated and submitted to the WDNR to be uploaded into the Groundwater and Environmental Monitoring System (GEMS) database. Results will follow reporting requirements including the data in electronic format (CD), a signed certification form, a list of ch. NR 140 groundwater exceedances, an explanation of the cause and significance of any exceedances.
- 3.) Fall groundwater sampling event: Groundwater samples will be collected during the annual event, in October, in accordance with the April 30, 2001, Plan Modification Approval letter from the WDNR (attached).
 - a) One duplicate sample will be collected from a groundwater monitoring well from each landfill and submitted for the same analyses as the selected wells.
 - b) One trip blank will be submitted for the analysis of VOCs.
 - c) Reporting Results from the October groundwater monitoring event for both the Old Landfill and the New Landfill will be tabulated and submitted to the WDNR to be uploaded into the GEMS database. Results will follow reporting requirements including the data in electronic format (CD), a signed certification form, a list of ch. NR 140 groundwater exceedances, an explanation of the cause and significance of any exceedances.
- 4.) Should any wells require maintenance/repairs, new locks, geographic locations and elevations resurveyed, or new maps generated, the CONSULTANT will submit a cost estimate to the CLIENT for these items as they are considered out-of-scope.



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Scott McCallum, Governor
Darrell Bazzell, Secretary
Ruthe E. Badger, Regional Director

South Central Region Headquarters 3911 Fish Hatchery Road Fitchburg, Wisconsin 53711-5397 Telephone 608-275-3266 FAX 608-275-3338 TTY 608-275-3231

April 30, 2001

FILE REF: FID #420013990

#420013880 SW/CORR

Mr. Scott Hermsen, Director of Public Works City of Waupun 201 East Main Street Waupun, WI 53963

Subject: City of Waupun Landfills, Lic. Nos. 1276 and 2246

Dear Mr. Hermsen:

We have received a letter sent on the City's behalf by Northern Environmental (NET) proposing changes to the monitoring programs at the City's above-referenced closed landfills. The NET letter, which we received on April 12, 2001, revises earlier plan modification proposals for each landfill in light of the Department's March 14 letter and the March 26 meeting between representatives of the Department and the City.

The NET letter indicates that the City is developing a workplan to further investigate and ultimately reduce the continuing groundwater contamination at these two facilities. This action by the City adequately addresses our previous objections to standardizing the frequency of groundwater monitoring for the landfills.

Therefore, for the "New" City Landfill (#2246), we have no objection to the semiannual monitoring program, with annual VOCS, as proposed by NET. For the "Old" site (#1276), we would have no objections to the NET proposal if semiannual sampling of VOCS for the Brooks private supply well were maintained. Brad Wolbert of my staff discussed this point with you by telephone earlier today and you indicated this alteration of the City's proposed plan modification would be acceptable.

The revised monitoring programs are summarized in the attached tables (one for each landfill). There is no review fee for these plan modifications. The Department reserves the right to require the submittal of additional information and to modify



Mr. Scott Hermsen – City of Waupun Page 2

this approval at any time if, in the Department's opinion, modifications are necessary.

Let me take this opportunity to thank you for meeting with staff of the waste program on this matter, and for the City's cooperation in resolving the issues at the landfills. We look forward to receiving the workplan alluded to in NET's letter.

Please contact Brad Wolbert at (608) 275-7769, or Ann Bekta at (608) 743-4845, if you have any questions about this letter.

Sincerely,

Gene R. Mitchell, P.E. Waste Team Supervisor South Central Region

enc.

cc:

Dave Edwards – Horicon Ann Bekta – Janesville

Jack Connelly/Bureau Files - WA/3

. CITY OF WAUPUN "OLD" CLOSED LANDFILL Lic. No. 1276

SUMMARY OF GROUNDWATER MONITORING PROGRAM April 30, 2001

		•
Monitoring Points:	DNR ID#	Name
	101	MW-1
	103	MW-2
	105	MW-2A
	107	MW-3
	109	MW-4
	111	MW-4A
	113	MW-5
	115	MW-6
	117	MW-7
	119	MW-7A
	121	PW-1 (Brooks)
Semiannual Parameters		
at Monitoring Wells:	00010	Field Temperature
	00094	Field Conductivity @ 25C
	00400	Field pH
	00940	Chloride
	01046	Dissolved Iron
	22413	Total Filtered Hardness
·	39036	Total Filtered Alkalinity
	72020	Groundwater Elevation
Annual Parameters		
at Monitoring Wells:	VOCs (using EPA Me	ethod 8021 or 8260)
Semiannual Parameters		
at Private Well:	00010	Field Temperature
	00094	Field Conductivity @ 25C
	00400	Field pH
	00410	Total Alkalinity (unfiltered)
	00900	Total Hardness (unfiltered)
•	00940	Chloride
	74010	Total Iron
	VOCs (using EPA Me	thod 8021 or 8260)
Other:	(00002) and turbidity Semiannual sampling September; annual sa	e color (00001), odor / (00003), if present. months are March and ampling month is to be submitted to the

CITY OF WAUPUN "NEW" CLOSED LANDFILL Lic. No. 2246

SUMMARY OF GROUNDWATER MONITORING PROGRAM April 30, 2001

Monitoring Points:	DNR ID#	Name
	106	MW-6
	107	MW-7
	108	MW-8
	109	MW-9
	119	MW-9A
	110	MW-10
	111	MW-11
Semiannual Parameters		
at Monitoring Wells:	00010	Field Temperature
-	00094	Field Conductivity @ 25C
	00400	Field pH
	00940	Chloride
	01046	Dissolved Iron
	22413	Total Filtered Hardness
	39036	Total Filtered Alkalinity
	72020	Groundwater Elevation
Annual Parameters		

Annual Parameters at Monitoring Wells:

VOCs (using EPA Method 8021 or 8260)

Other:

Condition of wells to be recorded at each sampling event. Note color (00001), odor (00002) and turbidity (00003), if present. Semiannual sampling months are March and September; annual sampling month is September. Results to be submitted to the Department in electronic format.

Attachment B - Standard Conditions

PART I - DESCRIPTION OF SERVICES

1.1 CEDAR CORPORATION

agrees to provide professional services for the PROJECT as more completely described in this Agreement.

1.2 CEDAR CORPORATION

agrees to provide all professional services within a reasonable period of time following the date of authorization to proceed by OWNER. If a special time schedule must be met for a PROJECT, it shall be specifically set forth in this Agreement.

PART II - CLIENT'S RESPONSIBILITIES

Client, at its expense, shall do the following in a timely manner so as not to delay the services,

2.1 INFORMATION/REPORTS

Furnish Cedar Corporation with all reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to the Project. Unless otherwise specified in Part I, Cedar Corporation may rely upon Client-furnished information without independent verification in performing the Service.

2.2 REPRESENTATIVE

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the services.

2.3 GIVE NOTICE

Give prompt written notice to Cedar Corporation whenever Client observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect performance of services under this Agreement.

PART III - BILLING, AND PAYMENT

3.1 Cedar Corporation will periodically bill the client with net payment due in 30 days. Unless Client provides Cedar

Corporation with a written objection to the bill within 15 days of receipt, Client shall be

deemed to accept the bill as submitted.

- 3.2 Where Client disputes some portion of the charges contained in Cedar Corporation's bill for services, he shall make payment of that portion of the bill which is undisputed. In no case may Client elect to withhold payment to Cedar Corporation of the entire amount due.
- 3.3 If Client fails to make any payment due Cedar Corporation for services and expenses after receipt of Cedar Corporation's bill therefore, the amounts due Cedar Corporation shall bear interest from invoice date at the rate set forth in this agreement, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of Cedar Corporation. In addition Cedar Corporation may, after giving ten (10) days written notice to Client, suspend services under this agreement until paid in full all amounts due under this agreement. In the event Client does not pay, or does not pay timely, Cedar Corporation shall be entitled to collect from Client all amounts due plus expenses, including but not limited to attorney fees, incurred by Cedar Corporation in connection with collection efforts, in addition, the reasonable value of Cedar Corporation's time spent in connection with collection efforts, computed at Cedar Corporation's prevailing fee schedule.

PART IV - STANDARD TERMS AND CONDITIONS

4.1 STANDARD OF CARE.

Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. Professional services are not subject to, and Cedar Corporation cannot provide any warranty or guarantee, either express or implied. Any such warranties or guarantees contained in any purchase orders, Client action, requisitions or notices to proceed issued by Client are specifically objected to by Cedar Corporation.

4.2 CHANGE OF SCOPE. The Scope of Services set forth in this Agreement and in any addenda to

- the Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that scope must be redefined.
- 4.3 SAFETY. Cedar Corporation has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Cedar Corporation specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Cedar Corporation employees.
- **DELAYS.** If events beyond the control of Client or Cedar Corporation, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of god or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement or in any Addenda to this Agreement, then such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, Cedar Corporation shall be entitled to an equitable adjustment in compensation.
- 4.5 TERMINATION. Either party may terminate this Agreement at the end of the term hereof, or any extension thereof, upon 30 days written notice to the other party as provided at PART I above.

Also, this Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar day's written notice of intent to terminate and an opportunity for correcting the default and for consultation with the terminating party before termination. If Cedar Corporation terminates as a result of Client default or the Client terminates for cause, Cedar Corporation shall be paid for

services performed to the termination date including reimbursable expenses due. Upon receipt of the terminating action, Cedar Corporation shall promptly discontinue all services unless the notice directs otherwise, and upon receipt of final compensation make available to Client all appropriate documents prepared under the Agreement whether completed or in process.

4.6 OPINIONS OF PROBABLE CONSTRUCTION COST. Any opinion of probable construction costs prepared by Cedar Corporation is supplied for the general guidance of the Client only. Since Cedar Corporation has no control over competitive bidding or market conditions, Cedar Corporation cannot guarantee the accuracy of such opinions as compared to contract

bids or actual costs to Client.

4.7 RELATIONSHIP WITH CONTRACTORS. Cedar Corporation shall serve as Client's professional representative for the services, and may make recommendations to Client concerning action relating to Client's contractors. However, Cedar Corporation specifically disclaims any

the means, methods, techniques, sequences or procedures of construction selected by Client's contractors

authority to direct or supervise

4.8 CONSTRUCTION REVIEW.

For projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of constructionrelated services by the design professional for the municipal project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold Cedar Corporation harmless from any claims resulting from performance of municipal services by persons other than Cedar Corporation.

4.9 INSURANCE. Cedar
Corporation will maintain
insurance coverage for
Professional Liability,
Comprehensive General,
Automobile, Workers

Compensation, and Employer's Liability in amounts in accordance with applicable legal requirements as well as Cedar Corporation's business requirements. Certificates evidencing such coverage will be provided to Client upon request.

4.10 ALLOCATION OF RISKS. To

the fullest extent permitted by law, Cedar Corporation shall indemnify and hold harmless, Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Cedar Corporation or Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants in the performance and furnishing of Cedar Corporation's services under this Agreement.

To the fullest extent permitted by law, Client shall indemnify and hold harmless Cedar Corporation, Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project.

To the fullest extent permitted by law, Cedar Corporation's total liability to Client and anyone claiming by, through, or under Client for any cost, loss, or damages caused in part by the negligence of Cedar Corporation and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Cedar Corporation's negligence bears to the total negligence of Client, Cedar Corporation, and all other negligent entities and individuals.

4.11 HAZARDOUS MATERIAL.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Cedar Corporation and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the Project scope of work. Cedar Corporation agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials are encountered. Client acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site may present a potential danger to the public health, safety or the environment. Client shall execute any manifests or forms in connection with transporting or storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize Cedar Corporation to execute such documents as Client's agent. Client waives any claim against Cedar Corporation and agrees to defend, indemnify, and save Cedar Corporation harmless from any claim or liability for injury or loss arising from Cedar Corporation's discovery of unanticipated hazardous materials or suspected hazardous materials.

4.12 ACCESS. Client shall provide Cedar Corporation safe access to any premises necessary for Cedar Corporation to provide the services.

4.13 REUSE OF PROJECT DELIVERABLES. Reuse of

any documents or other deliverables, including electronic media, pertaining to the project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Cedar Corporation for the specific purpose intended, shall be at the Client's risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when Client provides deliverables in electronic media to another entity. Client agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be

afforded a period of thirty (30) days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is discovered within such thirty (30) day period it shall be corrected at no additional cost to Client. Following the expiration of this thirty (30) day period, Client shall bear all responsibility for the care, custody and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media, which Client acknowledges to be of only limited duration. Client agrees to defend, indemnify, and hold harmless Cedar Corporation from all claims, damages, and expenses (including reasonable litigation costs), arising out of such reuse or alteration by Client or others acting through Client. Cedar Corporation agrees that all plans, engineering designs, electronic and computer data and imagery relating to Client's projects are the property of the Client and shall be presented to Client at no additional cost upon written request.

4.14 AMENDMENT. This

Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

4.15 ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

4.16 DISPUTE RESOLUTION.

Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute cannot be resolved in this manner within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs, including attorneys' fees from the other party.

4.17 NO WAIVER. No waiver by either party of any default by the other party in the performance of

any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

4.18 NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's municipal project contractors.

- 4.19 SEVERABILITY. The various terms, provisions and covenants contained in this Agreement or any addenda shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.
- **4.20 AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.
- 4.21 OTHER. Cedar Corporation reserves the right to enter into agreements with other design professionals for portions of the work included under this Agreement. Where this subagreement would represent a major portion of the design work, Cedar Corporation shall receive approval of Client for this subagreement.



Environmental Consulting Services Agreement

MSA Project Number: 00212161

This AGREEMENT (Agreement) is made effective January 08, 2025, by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 332 West Superior Street, Suite 600, Duluth, MN 55802

Phone: (218) 499-3175

Representative: Jeffrey K. Anderson, P.E. Email: jkanderson@msa-ps.com

CITY OF WAUPUN

Address: 201 East Main Street, Waupun, Wisconsin 53963

Phone: (920) 324-7918

Representative: Mr. Jeff Daane Email: jeff@cityofwaupun.org

Scope of Services: MSA shall provide the scope of professional environmental consulting services for the OWNER, directly or indirectly, indicated in Attachment A ("Services"). Any changes or additions to the Scope of Services shall be made by written amendment to this Agreement by MSA and OWNER.

Cost: MSA shall provide the identified scope of professional environmental consulting services for the OWNER for a cost of \$12,600.00 Lump Sum, as outlined in Attachment A.

Terms and Conditions: All Services performed by MSA pursuant to this Agreement shall be performed in accordance with, and MSA's and OWNER's obligations shall be governed by, the General Terms and Conditions attached hereto and incorporated herein by this reference. Any attachments or exhibits referenced in this Agreement are made part of this Agreement.

Authorization: MSA will commence performance of the Services on this project upon OWNER's written authorization. OWNER's written authorization is provided and acknowledged by the signatures of MSA's and OWNER's authorized representatives below. By signing this Agreement below, each of the undersigned parties represent and warrant that he or she has full right, power and authority to execute this Agreement and bind his or her respective party to the terms and conditions hereof. A copy of this fully-executed Agreement shall be returned for MSA's files.

Survival: The General Terms and Conditions incorporated into this Agreement shall survive the completion of the Services performed hereunder or the termination of this Agreement for any cause.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and intend to be bound thereby.

CITY OF WAUPUN	MSA PROFESSIONAL SERVICES, INC.
	Jeff L. anderson
Mr. Jeff Daane	Jeffrey K. Anderson, P.E.
Director of Public Works	Environmental Team Leader
Date:	Date: 01/08/2025

MSA PROFESSIONAL SERVICES, INC. (MSA) GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC - ENVIRONMENTAL)

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), and quoted fees for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. Owner's Responsibilities.

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

- 3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.
- 4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.
- 5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of

services. MSA will take reasonable precautions to minimize damage to the site from use of equipment but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

- 6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services requires MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.
- 7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent those proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.
- 8. **Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.
- 9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

- 10. **Municipal Advisor**. MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.
- 11. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

- 12. **Electronic Documents and Transmittals**. Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.
- 13. **Building Information Modelling (BIM).** For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 12 of this Agreement.
- 14. **Construction Site Visits.** If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- 15. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

- 16. **Betterment.** If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.
- 17. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

18. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional

insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

- 19. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.
- 20. Indemnification. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

- 21. **Accrual of Claims**. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.
- 22. Dispute Resolution. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in section 29 of this Agreement.

- 23. Exclusion of Special, Indirect, Consequential and Liquidated Damages. MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.
- 24. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.
- 25. **Successors and Assigns**. The successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.
- 26. **Notices**. Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- 27. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 28. **Severability**. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.
- 29. **No Waiver**. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- 30. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.
- 31. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.
- 32. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.
- 33. Owner acknowledges and agrees that the information developed or identified by MSA pursuant to this agreement may trigger for the owner obligations under local, state or federal ordinances, laws, rules or regulations to report the discovery of conditions to local, state or federal regulatory or governmental authorities. Owner acknowledges that MSA does not provide any advice, recommendation or conclusion regarding the reportable nature of any of the findings or observations resulting from the performance of services hereunder. The determination of the owner's reporting requirements or obligations under law is a legal conclusion for which MSA assumes no responsibility and about which MSA provides no opinion, conclusion, finding or certification. Owner acknowledges and agrees that owner must seek the advice of legal counsel to determine owner's obligations should environmental releases or conditions be identified.
- 34. MSA shall perform its Services under this Agreement in accordance with laws and regulations in effect at the time of execution of this Agreement. OWNER shall retain responsibility for compliance with all laws and regulations applicable to its property, employees, and operations, including but not limited to the reporting of any hazardous substance releases, disclosing information to protect employees and public health, applying for and obtaining required permits or licenses, submitting reports, providing a safe workplace, and providing the proper management of wastes and hazardous substances and materials.
- 35. All data, documents, reports, and other information relating directly or indirectly to the Services shall be supplied by MSA to the OWNER for the OWNER's sole and exclusive use in connection with the evaluation of property. All such data, reports, and other information shall be held in confidence for the use only to the extent allowable by law. Data, documents, and reports prepared by MSA pursuant to this Agreement are prepared for the exclusive use of the OWNER and not for use or reliance upon by any third-party. Any third-party necessarily

has different interests, purposes, concerns, and motives than the OWNER about such documents and reports. Therefore, use of such documents by any third-party is expressly prohibited without the joint written authorization of the OWNER and MSA, which shall necessarily include the precondition that the third-party agree to accept the terms and conditions of this Agreement, including the limitation of liability and indemnification protections. Data, documents, and reports prepared by MSA pursuant to this Agreement are intended to be presented and reproduced only in their entirety, complete with all supporting data, assumptions, limitations, and, if applicable, recommendations. Such documents shall not be used by OWNER or any party in any form other than in their entirety and all abridged or altered versions are prohibited.

- 36. OWNER shall assist MSA in performance of the Services hereunder by placing at MSA's disposal all available documents and information pertinent to the Services, including, but not limited to, those that relate to the identity, location, quantity, nature, or characteristics of any hazardous substance or waste at, on, or under the site. In addition, OWNER shall furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents, and other information on surface and subsurface site conditions required by MSA for performance of its Services.
- 37. The OWNER shall furnish information identifying utility types and locations, and other manmade objects beneath the surface. MSA shall take reasonable precautions to avoid damaging the utilities and objects in conjunction with activities performed with its Services. OWNER shall approve the work plan and Scope of Services. OWNER agrees to waive any claim against MSA and to indemnify, defend, (by counsel of MSA's choice) and hold harmless MSA and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss, cost, fee or expense arising from damaged utilities or other objects that were not called to MSA's attention or which were not properly located on plans and information furnished to MSA. OWNER shall continue to supply to Consultant all material information and documents in its possession, custody or control known to OWNER and material to the Site and the Services, including the location of subterranean structures and conditions such as, but not limited to, pipes, tanks and telephone cables. OWNER will give prompt notice to Consultant whenever it becomes actually aware of any development that materially and adversely affects the scope or timing of the Services.
- 38. If the OWNER requires MSA to restore property to its former condition, the costs associated with restoration will be added to MSA's fee.
- 39. The Scope of Services may not be adequate to identify environmental hazards or problems, even if performed in accordance with "current professional standards", and, therefore, MSA cannot guarantee the accuracy of results or conclusions relating thereto.
- 40. Information provided to MSA by individuals familiar and/or associated with the property and/or facility, or adjacent land parcels and/or facilities, that is the subject of this Agreement has been accepted by MSA in good faith and is assumed to be accurate. Similarly, information provided to MSA by database search services or via governmental or regulatory records or databases, has been accepted by MSA in good faith and is assumed to be accurate. OWNER has neither requested nor paid MSA to independently verify the truthfulness, accuracy or completeness of the information provided to MSA by database search services, governmental or regulatory records or databases, or by individuals. MSA assumes no responsibility for and provides no certification, warranty or guarantee of the truthfulness, validity, accuracy or completeness of governmental or regulatory records or databases, database search services, or information provided by others to MSA.
- 41. MSA's findings, opinions, conclusions and recommendations are based on the actually observed conditions and operations at the property or facility on the specific date or dates of the site tour. OWNER acknowledges that conditions that limit visual observation, such as the presence of snow, thick vegetation, pavement, or structures may interfere with the identification of possible environmental factors or conditions. Hidden or concealed conditions, subsurface conditions, subsequent changes to those conditions actually observed, or incomplete disclosure by others to MSA of past or present activities at, upon or beneath the property or facility, may alter MSA's findings, opinions, conclusions and recommendations. MSA does not accept, and specifically disavows any responsibility or liability for environmental conditions at the property or facility which currently exist, formerly existed, or may exist in the future.
- 42. OWNER acknowledges that the OWNER has approved the scope of services and the level of effort for MSA to undertake and, therefore, has determined the corresponding degree of uncertainty as acceptable for the OWNER's purposes. The scope of any sampling or assessment performed by MSA hereunder is limited to the sampling and laboratory analysis of soil and/or groundwater only in certain selected locations. This sampling is intended to investigate the potential for the presence of contaminants in the immediate vicinity

of the sampling point or location. Laboratory analysis is only performed for those parameters identified as potential contaminants prior to conducting the sampling or assessment. MSA assumes no responsibility for and expresses no opinion, finding, conclusion or recommendation regarding the presence or absence of any compounds or contaminants for which no such sampling or laboratory analysis was requested or performed. OWNER acknowledges that OWNER has neither requested nor paid MSA to sample and test for compounds or contaminants other than those identified herein.

ATTACHMENT A: SCOPE OF SERVICES

The Scope of Services for this agreement will include the following:

- 1. Collection of groundwater samples from six (6) onsite monitoring wells during two (2) semi-annual monitoring events
 - a. Sampling events are generally conducted in April and October.
 - b. Old landfill monitoring wells MW-1, MW-2, MW-2A, MW-3, MW-4, MW-4A, MW-5, MW-6, MW-7. MW-7A and the DeVries private well are sampled submitted for laboratory analysis of total chloride, total iron, total hardness, total alkalinity and volatile organic compounds (VOCs).
 - c. Field parameters will also be collected from each well using non-filtered samples.
 - d. A duplicate sample and a field blank sample will be collected during each sampling event and submitted for laboratory analysis of total chloride, total iron, total hardness, total alkalinity and volatile organic compounds (VOCs).
 - e. New landfill monitoring wells MW-6, MW-7R, MW-8, MW-9, MW-9A, MW-10 and MW-11R are sampled for field parameters and laboratory analysis of total chloride, total iron, total hardness, total alkalinity and volatile organic compounds (VOCs).
 - f. Field parameters will also be collected from each well using non-filtered samples.
 - g. A duplicate sample and a field blank sample will be collected during each sampling event and submitted for laboratory analysis of total chloride, total iron, total hardness, total alkalinity and volatile organic compounds (VOCs).
- 2. A semi-annual monitoring report will be completed for each sampling event.
 - a. Each monitoring report will summarize the sampling data from each sampling event including update figures and tables and an evaluation of results.
 - b. Each monitoring report will be submitted to the Wisconsin Department of Natural Resources along with all required additional information based on sampling results.
 - c. A copy of each monitoring report will also be submitted to the client for reference.

The cost for this Scope of Services is \$12,600.00 Lump Sum. If additional work outside this Scope of Services is requested or required, a cost estimate for any additional investigation, sampling or reporting activities will be provided on an as-needed basis and no additional work will be completed without client approval.



AGENDA SUMMARY SHEET

MEETING DATE: 2/11/25 TITLE: Recommend Contract Award for 2025

Asphalt Paving Project

AGENDA SECTION: CONSIDERATION-ACTION

PRESENTER: Jeff Daane, Public Works Director

DEPARTMENT GOAL(S) SUPPORTED (if applicable)	FISCAL IMPACT	
High Performance Government		

ISSUE SUMMARY:

The following segments of roads are scheduled for mill and overlay work in 2025:

• Elm Ave: Grandview Ave to Grace St.

- Elm Ave: W Brown St. to E. Jefferson St.
- W. Brown St: Beaver Dam St. to Hilyer St.
- Grace St: Fox Lake Rd. to Beaver Dam St.

Wis. Stat. §§ 62.15 requires municipalities to follow a formal bidding process for public works projects that exceed \$25,000. A sealed bidding process is used and contracts must be awarded to the lowest responsible bidder. The following Bids were received in a sealed bid process for the identified asphalt work:

NE Asphalt: \$108,237

Kartechner Brothers: \$115,312.63

STAFF RECOMMENDATION:

Recommend approval of the lowest responsible bidder to the Common Council for award

ATTACHMENTS:

Bid Tab

RECOMMENDED MOTION:

Recommend to City Council to approve the bid award to Northeast Asphalt, the lowest responsible bidder, in the amount of \$108,237 as presented for the 2025 Asphalt Paving project in the City of Waupun.

ASPHALT PAVING CONTRACT - BID TAB Wednesday, February 5, 2025 11:00AM

Elm Ave. Grandview Ave. to Grace St. Elm Ave. W. Brown St. to E. Jefferson St. W. Brown St. Beaver Dam St. to Hillyer St. Grace St. Fox Lake Rd. to Beaver Dam St.

	Kartechner Brothers LLC N11829 County Rd I Waupun WI 53963						
Item No	Item Description	Approx S.Y.	Mill	Price	Surface Price		Total Price
	2" Profile Mill						
	2" Blacktop Sufrace (4LT 58-28s)						
	Elm Ave. (Grandview to Grace)	2,466	\$	1.27	\$ 8.95		25,202.52
	Elm Ave. (W Brown St. to W. Jefferson St.)	1,230	\$	1.57	\$ 11.09		15,571.80
	W. Brown St. (Beaver Dam St. to Hillyer St.)	3,695	\$	1.30	\$ 7.48		32,442.10
1	Grace St. (Fox Lake Rd to Beaver Dam St.)	4,693	\$	1.18	\$ 7.79		42,096.21
		12,084					
	Total Item #1					\$	115,312.63

Northeast Asphalt 20 Camelot Dr. Fond Du Lac WI 54935								
Item No	Item Description	Approx S.Y.	M	Iill Price	Sui	rface Price	T	otal Price
	2" Profile Mill 2" Blacktop Sufrace (4LT 58-28s)							
	Elm Ave. (Grandview to Grace)	2,466	\$	3,329.10	\$	19,358.10		22,687.20
	Elm Ave. (W Brown St. to W. Jefferson St.)	1,230	\$	1,660.50	\$	9,655.50		11,316.00
	W. Brown St. (Beaver Dam St. to Hillyer St.)	3,695	\$	4,618.75	\$	28,082.00		32,700.75
1	Grace St. (Fox Lake Rd to Beaver Dam St.)	4,693	\$	5,866.25	\$	35,666.80		41,533.05
	Total Item #1	12,084					\$	108,237.00



AGENDA SUMMARY SHEET

MEETING DATE: 2/11/25 TITLE: Recommend Bid Award of Newton and Rock

Ave. Phase 2 Street Construction Project

AGENDA SECTION: CONSIDERATION-ACTION

PRESENTER: Jeff Daane, Public Works Director

DEPARTMENT GOAL(S) SUPPORTED (if applicable)	FISCAL IMPACT		
Public Infrastructure	Per 2025 Approved Capital Budgets		

ISSUE SUMMARY:

Wis. Stat. §§ 62.15 requires municipalities to follow a formal bidding process for public works projects that exceed \$25,000. A sealed bidding process is used and contracts must be awarded to the lowest responsible bidder. MSA Professional Services held a bid opening for the city on February 4 for Phase 2 of the Newton and Rock Ave reconstruction project. Six competitive bids were received as follows:

- 1. Kruczek Construction \$1,749,000
- 2. Kartechner Brothers \$1,800,109.30
- 3. Dorner Inc. \$1,831,148.40
- 4. PTS Contractors \$1,837,755
- 5. Kopplin & Kinas \$1,868,382.32
- 6. RLAM \$1,978,349.97

STAFF RECOMMENDATION:

Recommend to council low responsible bidder

ATTACHMENTS:

Bid Document

RECOMMENDED MOTION:

Recommend to City Council to approve the bid award to Kruczek Construction, the lowest responsible bidder, in the amount of \$1,749,000 as presented for the Rock and Newton Avenue Phase 2 Reconstruction project.





February 4, 2025

Rohn W. Bishop, Mayor City of Waupun 201 E. Main St Waupun, WI 53963

Re: Newton Ave & Rock Ave Reconstruction Project Phase 2

City of Waupun

Dear Mr. Bishop:

Upon review of the bids received on 02/04/2025 for the above-referenced project, it was found that they were submitted by qualified contractors. It is our recommendation that the low responsive bidder listed below be accepted and award made at your next meeting.

Kruczek Construction Inc. 3636 Kewaunee Road Green Bay, WI 54311

Bid Amount \$1,749,000.00 (base bid only)

Please execute the enclosed Notice of Award for the contract. Once the form is signed, please email a copy back to laue@msa-ps.com and abishop@msa-ps.com. After receiving the executed copy, we will forward one copy of the Notice of Award and the remaining contract package to the Contractor.

Sincerely,

MSA Professional Services, Inc.

n La

Jason Laue, PE Senior Team Leader

MS Enc.

NOTICE OF AWARD

Date of	f Issuance:	-			
Owner: City of Waupun		Owner's Contract No.:			
Contra	er: MSA Professional Services, Inc ct: City of Waupun - Newton Ave & Rock Ave Reconstruction t Phase 2	Engineer's Project No.:00212157			
Bidder	: Kruczek Construction Inc.				
Bidder'	's Address: 3636 Kewaunee Road, Green Bay, WI 54311				
	e notified that your Bid dated <u>02/04/2025</u> for the above Contract ed a Contract for <u>Newton Ave & Rock Ave Reconstruction Project F</u> <i>Base bid only</i>				
(\$ <u>1,749</u>	ontract Price of your Contract is <u>One million seven hundred forty nigono.00</u>). Contract Price is subject to adjustment based on the price governing changes, Unit Price Work, and Work performed on a	ovisions of the Contract, including but not limited			
	lectronic unexecuted counterparts of the Agreement accompany ct Documents accompanies this Notice of Award, or has been tran nically.				
	☐ Drawings will be delivered separately from the other Contract	Documents.			
You mu	ust comply with the following conditions precedent within 15 days	of the date of receipt of this Notice of Award:			
1.	Deliver to Owner one electronic counterparts of the Agreement,	signed by Bidder (as Contractor).			
2.	Deliver with the signed Agreement(s) the Contract security (such and insurance documentation, as specified in the Instructions to and 6.				
3.	Other conditions precedent (if any): N/A				
	to comply with these conditions within the time specified will entiof Award, and declare your Bid security forfeited.	tle Owner to consider you in default, annul this			
	10 days after you comply with the above conditions, Owner will renent, together with any additional copies of the Contract Documer ions.				
Owner	: <u>City of Waupun</u>				
By (sig	nature):				
Name ((printed):				
Title: _					
Copy to	o Engineer				

00 51 00 Notice of Award



BID BOND (PENAL SUM FORM)

BID BOND (PENA	AL SUIVI FORIVI)				
Bidder Kruczek Construction, Inc. Name:	Surety Name: Hudson Insurance Company				
Address (principal place of business):	Address (principal place of business):				
3636 Kewaunee Road Green Bay, WI 54311	100 William Street, 5th Floor New York, NY 10038				
Owner City of Waupun Name: Address (principal place of business):	Bid Project (name and location): Newton Ave & Rock Ave Reconstruction Project, Phase 2				
201 E. Main Street Waupun, WI 53963					
	Bid Due Date: 2/4/2025				
Bond					
Penal Sum: 5% ***FIVE PERCENT OF AMO					
Date of Bond: 2/4/2025					
Surety and Bidder, intending to be legally bound he do each cause this Bid Bond to be duly executed by Bidder	ereby, subject to the terms set forth in this Bid Bond, y an authorized officer, agent, or representative. Surety				
Kruczek construction inc.	Hudson Insurance Company	Crap.			
By: (Signature)	By: (Signature) (Attach Power of Attorney)	CATE			
Mame: Wally Kruczek	Name: Thomas O. Chambers (Printed or typed)	\$ 50 S			
Tresident	Title: Attorney-in-Fact	8000			
mest: Susa M. Collins (Signgture)	Attest: (Signature)	The source and			
wame: LISA M. Collins (Printed or typed)	Name: Jackie Sheldon (Printed or typed)				
Title: OTTUR Manager	Title: Witness				
Notes: (1) Note: Addresses are to be used for giving any requi as joint venturers, if necessary.	ired notice. (2) Provide execution by any additional parties, such				

- Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
- Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner falls to Issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5. Surety walves notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
- 6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
- 7. Any suft or action under this Bond shall be litigated in the Tennessee Judicial Circuit Court in and for Williamson, County, Tennessee, and the prevailing party in any such litigation shall be entitled to an award of all reasonable attorney's fees, expenses and court cost incurred by the prevailing party against the non-prevailing party, including reasonable attorney's fees, expenses and taxed costs in connection with any appeals.
- 8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
- 9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Thomas O. Chambers, Todd Schaap

of the State of Wisconsin

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (\$25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same

extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly

authorized, on this 15th day of November, 20 24 at New York, New York.

Corporate Secretary

ma Attest ... Dina Daskalakis No. 01MU6067553

STATE OF NEW YORK COUNTY OF NEW YORK.

SS.

HUDSON INSURANCE COMPANY

Ву..... Andrew A. Dickson Senior Vice President

On the 15th day of November, 20 24 before me personally came Andrew A. Dickson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY Notary Public, State of New York

Commission Expires December 10, 2025

No. 01MU6067553 Qualified in Nassau County

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force

Witness the hand of the undersigned and the seal of said Corporation this 4th day of

February 2025 .

(Corporate seal)

By..... Dina Daskalakis, Corporate Secretary

STATE OF WISCONSIN)				
COUNTY OF Milwaukee)				
ON THIS 4th	_day of	February	,2	025	,
before me, a notary public, v	vithin and fo	or said County and	State, personal	ly appea	red
Thomas O. Chambers	to	me personally kr	nown, who bei	ng duly	sworn,
upon oath did say that he is t	he Attorney	/-in-Fact of and for	the		
Hudson Insurance Compan	у	,		_, a corp	oration
of Delaware		, created, orga	anized and exis	sting un	der and
by virtue of the laws of the S	State of _De	laware	_; that the	corporat	te seal
affixed to the foregoing wit	hin instrum	ent is the seal of the	he said Compa	ny; that	the seal
was affixed and the said ins	trument wa	s executed by auth	ority of its Boa	ırd of Di	irectors;
and the said Thomas O. Cha	mbers	did	acknowledge	that	he/she
executed the said instrument	as the free	act and deed of sai	d Company.		

Rosa Hernandez

Notary Public, Milwaukee County, Wisconsin Notary Public, Milwaukee County, Wi My Commission Expires 1/22/2027

HERNAND HARLE NOTARY

PUBLIC OF WISCHILL

BID

NEWTON AVE & ROCK AVE RECONSTRUCTION PROJECT PHASE 2 CITY OF WAUPUN FOND DU LAC COUNTY, WI

PROJECT #00212157

TABLE OF ARTICLES

<u>Article</u>	<u>Article</u>
<u>Number</u>	
1	Owner and Bidder
2	Attachments to this Bid
3	Basis of Bid – Lump Sum, and Unit Prices
4	Time of Completion
5	Bidders Acknowledgements: Acceptance Period, Instructions, and Receipt of Addenda
6	Bidder's Representations and Certifications

		BIDDER: Kruczek Construction Inc.
ARTI	CLE 1 -	OWNER AND BIDDER
1.01	This Bi	d is submitted to:
	Quest	CDN/vBID (www.QuestCDN.com)
	button	the electronic bid form by downloading the project documents, and select the online bidding at the top of the advertisement. Contact Quest at (952) 233-1632 if you have questions on how pad your bid.
1.02	Owner Biddin	ndersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with in the form included in the Bidding Documents to perform all Work as specified or indicated in the g Documents for the prices and within the times indicated in this Bid and in accordance with the terms and conditions of the Bidding Documents.
ARTI	CLE 2 -	ATTACHMENTS TO THIS BID
2.01	The fo	llowing documents are submitted with and made a condition of this Bid:
	A.	Required Bid security 5% Bid Bond
	B.	List of Proposed Subcontractors
		Kartechner Brothers LLC
	C.	List of Proposed Suppliers
		Ferguson Waterworks
		County Materials
	D.	Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
	E.	Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
	F.	Required Bidder Qualifications Statement with Supporting Data;

ARTICLE 3 - BASIS OF BID - LUMP SUM AND UNIT PRICES

- 3.01 Unit Price Bids
 - A. Bidder will perform the following Work at the indicated unit prices:

BIDDER: Kruczek Construction Inc.

ITEM	ITEM	EST.	UNIT	TOTAL
NO.	DESCRIPTION	OTY UNITS	S PRICE	PRICE

COMPLETE AND SUBMIT BID ITEMS VIA QUEST VBID ONLINE

BIDDER: Kruczek Construction Inc.

ITEM	ITEM	EST.	UNIT	TOTAL	
NO.	DESCRIPTION	OTY UNITS		PRICE	

COMPLETE AND SUBMIT BID ITEMS VIA QUEST VBID ONLINE

ITEM	ITEM	EST.		UNIT	TOTAL
NO.	DESCRIPTION	QTY	UNITS	PRICE	PRICE

COMPLETE AND SUBMIT BID ITEMS VIA QUEST VBID ONLINE

- B. Bidder acknowledges that:
 - 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
 - 2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4 - TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5 - BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 Bid Acceptance Period
 - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 Instructions to Bidders
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6 - BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

- 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

- 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
- 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER h	nereby submits this Bid as set forth above:	
Bidder:		
Kruczek	Constituction Inc.	
(typed or	printed name of prganization)	WISTON
By:	Melly Brigh	NO ROLL
	(individual's signature)]	EVICEAL.
Name:	Wally Kruczek (typed or printed)	<u>эш 3982 z</u> !
Title	President	ENZ
Title:	(typed or printed)	- SOCOLA
Date:	02/04/2025	1,0X × 1,11
	(typed or printed)	
If Bidder	is a corporation, a partnership, or a joint venture, attach evidence of authority to s	sign.
Attest:	Daral Laurant	· MILLIA
Attest.	(individual's signature)	NSTR
Name:	Derek Kruczek	SO RAY CA
	(typed or printed)	SEAL
Title:	Secretary	1982 2 25
	(typed or printed)	CONTI
Date:	02/04/2025 (typed or printed)	
Addross	for giving notices:	Minnin
Addiess	3636 Kewaunee Road Green Bay, WI 54311	
Bidder's	Contact:	
Name:	Wally Kruczek	
	(typed or printed)	
Title:	President	
	(typed or printed)	
Phone:	920-863-6841	
Email:	wallyk@kruczekinc.com	The state of the s
Address		
	3636 Kewaunee Road Green Bay, WI 54311	
Bidder's	Contractor License No.: (if	
applicab		

MINUTES OF SPECIAL MEETING OF THE BOARD OF DIRECTORS OF KRUCZEK CONSTRUCTION, INC.

MINUTES OF A SPECIAL MEETING OF THE Directors of Kruczek Construction, Inc. held at the Offices of the corporation at Green Bay, Wisconsin this 12th of September 2024, pursuant to the following waiver of notice and consent to the holding of such meeting signed by the Directors of said corporation on the records of said meeting, to-wit;

"We, the undersigned, being the Directors of Kruczek Construction, Inc., do hereby waive notice to the time, place and purpose of the meeting of the Directors and do hereby call said meeting and consent to the holding thereof at this time and place, to-wit; at the offices of the corporation in Green Bay, Wisconsin on the 12th day of September 2024, and we hereby consent to the transaction of any and all business that may come before said meeting."

Dated this 12th day of September 2024.

Walter Kruczek Directo

The meeting was called to order by Walter Kruczek, President of the corporation. Mr. Kruczek stated that the purpose of this meeting was to discuss appointing new officers to the board.

Walter Kruczek assigned the officer positions as follows:

Walter Kruczek Derek Kruczek President/Treasurer

Secretary

Here being no further or other business to come before this meeting, the meeting was Adjourned.

United States of America State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS



Division of Corporate & Consumer Services

To All to Whom These Presents Shall Come, Greeting:

I, Jennifer Dohm, Administrator of the Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that

KRUCZEK CONSTRUCTION, INC.

is a domestic corporation or a domestic limited liability company organized under the laws of this state and that its date of incorporation or organization is February 10, 1982.

I further certify that said corporation or limited liability company has, within its most recently completed report year, filed an annual report required under ss. 180.1622, 180.1921, 181.1622 or 183.0120 Wis. Stats., and that it has not filed articles of dissolution.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on February 24, 2022.

JENNIFER DOHM, Deputy Administrator Division of Corporate and Consumer Services Department of Financial Institutions

Jennifu Dohn

DFI/Corp/33

To validate the authenticity of this certificate

Visit this web address: http://www.wdfi.org/apps/ccs/verify/

Enter this code:

324140-B89936C1



STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor Kathy Blumenfeld, Secretary-designee Naomi De Mers, Division Administrator

March 28, 2023

Kruczek Construction, Inc. Attn: Wally Kruczek 3636 Kewaunee Rd. Green Bay, WI 54311

Dear Wally:

Thank you for applying for Division of Facilities Development (DFD) contractor re-certification.

DFD reviewed your updated application and has issued a re-certification decision.

Kruczek Construction, Inc. is re-certified to bid in the following division of work up to the following threshold:

Division of Work

Bid Threshold (Per Project)

General

\$10,000,000

Please note that you are also re-certified to bid on projects in the Small Project Program (total project budget of \$300,000 or less).

When submitting your bid, please use your company name (Kruczek Construction, Inc.) as certified. Please do not submit a bid outside of your certified division of work and/or over your certified bid amount threshold (per project) as these bids will be rejected. Your new certification is valid until March 28, 2025. At that point, you will need to apply again for re-certification.

We look forward to your continued business. Please email us at dfdcertification@wisconsin.gov if you have any questions.

Sincerely,

Division of Facilities Development

Wisconsin Department of Administration

Division of Transportation System Development Bureau of Project Development, Room S437 4822 Madison Yards Way Madison, WI 53705 Tony Evers, Governor Kristina Boardman, Secretary

Internet: wisconsindot.gov

Telephone: 608-266-1631

E-Mail: DOTDTSDBPD@dot.wi.gov

December 3, 2024

Kruczek Construction, Inc. 3636 Kewaunee Road Green Bay, WI 54311

Expiration Date:

August 1, 2026

The Experience Questionnaire and Financial Statement submitted by you for the purpose of obtaining prequalification ratings to permit bidding on work let under the direction of the Division of Transportation System Development have been reviewed. On the basis of the information contained in the statement, notification is hereby given that the following ratings have been assigned to you:

(A)	General Construction	\$24,600,000
(B)	Grading	\$24,600,000
(K)	Incidental Construction	\$24,600,000
(M)	Maximum Capacity	\$24,600,000

The above ratings will remain in effect until the indicated expiration date unless revised or terminated prior to that date.

Sincerely,

Rielly ODonnell, P.E.

Chief Proposal Management Engineer

RO:mkw

State of Wisconsin

COMMITTED TO EQUAL OPPORTUNITY IN EMPLOYMENT AND LICENSING

TY CONTRACTOR

NO. 12008 -UC

Expires: 03/31/2028

DENMARK, WISCONSIN 54208 UNITED STATES TAYLOR MARIE KRUCZEK E2154 COUNTY ROAD AB,

The named person has complied with Wisconsin Statutes and fiolds the

credential specified Signature: Taylor Marie Kruczek

complied with the provisions of the Wisconsin-Statutes and holds

The person whose name appears on this document has

the credential specified on the front of this card. To verify the

current status of this credential, use "Lookup a License" at

dsps.wi.gov.

Ch 440.11, Wis Statutes, requires you to notify the Department corrected information via the web at disps. wi.gov or by mail to of a name or address change within 30 days. Please submit DSPS at PO Box 8935, Madison WI 53708-8935. Newton Ave & Rock Ave Reconstruction Project, Phase 2 (#9497795)

Owner: City of Waupun

Solicitor: MSA Professional Services - Beaver Dam

02/04/2025 10:00 AM CST

MSA Project #00212157

,			Kruczek Co	nstruction Inc.	Kartechner	Brothers LLC	Dor	ner Inc.	PTS Cont	ractors, Inc	Kopplin & K	inas Co., Inc.	R	LAM
Item Item Description	UofM	Quantity		Extension		Extension	Unit Price	Extension		Extension		Extension	Unit Price	Extension
PROJECT A: NEWTON & ROCK AVENUE RECONSTR	RUCTION	I - PHASE 2												
1 Mobilization, Bonds, & Insurance	LS	1	\$95,000.00	\$95,000.00	\$106,500.00	\$106,500.00	\$75,171.00	\$75,171.00	\$25,000.35	\$25,000.35	\$90,385.00	\$90,385.00	\$89,000.00	\$89,000.00
Erosion and Sedimentation Controls (Remaining														
2 Project Area)	LS	1	\$5,000.00	\$5,000.00	\$4,229.74	\$4,229.74	\$2,639.00	\$2,639.00	\$4,015.00	\$4,015.00	\$4,990.00	\$4,990.00	\$3,300.00	\$3,300.00
3 Traffic Control	LS	1	\$5,000.00	\$5,000.00	\$5,301.12	\$5,301.12	\$4,751.00	\$4,751.00	\$2,860.00	\$2,860.00	\$2,700.00	\$2,700.00	\$3,300.00	\$3,300.00
4 Unclassified Excavation (Remaining Project Area) Topsoil Placement & Grading (Remaining Project	LS	1	\$65,000.00	\$65,000.00	\$59,490.36	\$59,490.36	\$121,891.00	\$121,891.00	\$122,245.00	\$122,245.00	\$115,454.00	\$115,454.00	\$137,000.00	\$137,000.00
5 Area) Seeding/Fertilizing/Mulching (Remaining Project	S.Y.	3950	\$7.00	\$27,650.00	\$6.44	\$25,438.00	\$8.00	\$31,600.00	\$8.10	\$31,995.00	\$7.60	\$30,020.00	\$5.75	\$22,712.50
6 Area)	S.Y.	3950	\$3.75	\$14,812.50	\$3.90	\$15,405.00	\$2.60	\$10,270.00	\$4.00	\$15,800.00	\$3.75	\$14,812.50	\$3.95	\$15,602.50
7 Erosion Matting (Undistributed)	S.Y.	500	\$2.50	\$1,250.00	\$2.79	\$1,395.00	\$2.40	\$1,200.00	\$2.65	\$1,325.00	\$2.50	\$1,250.00	\$2.75	\$1,375.00
				. ,	•	. ,		, ,		. ,		. ,		, , , , , , , ,
8 30-Inch Concrete Curb/Gutter Remove & Replace Concrete Driveway (6 Inch Thick / 6 inch Base)	L.F.	3700	\$17.75	\$65,675.00	\$18.17	\$67,229.00	\$18.40	\$68,080.00	\$18.50	\$68,450.00	\$17.45	\$64,565.00	\$17.67	\$65,379.00
9 Remove & Replace	S.F.	7790	\$7.00	\$54,530.00	\$7.21	\$56,165.90	\$7.90	\$61,541.00	\$8.00	\$62,320.00	\$7.52	\$58,580.80	\$7.67	\$59,749.30
Asphalt Driveway (3 Inch Thick / 6 Inch Base)														
10 Remove & Replace	S.F.	210	\$6.50	\$1,365.00	\$6.43	\$1,350.30	\$7.40	\$1,554.00	\$7.40	\$1,554.00	\$3.44	\$722.40	\$9.67	\$2,030.70
11 Concrete Sidewalk (6 Inch Thick) Remove & Replace	e S.F.	4000	\$7.00	\$28,000.00	\$7.21	\$28,840.00	\$7.90	\$31,600.00	\$8.00	\$32,000.00	\$7.52	\$30,080.00	\$7.67	\$30,680.00
12 Concrete Sidewalk (4 Inch Thick) Remove & Replac	e S.F.	11270	\$5.60	\$63,112.00	\$5.78	\$65,140.60	\$6.50	\$73,255.00	\$6.60	\$74,382.00	\$6.19	\$69,761.30	\$6.13	\$69,085.10
13 Detectable Warning Fields	S.F.	20	\$35.50	\$710.00	\$36.44	\$728.80	\$37.00	\$740.00	\$37.00	\$740.00	\$35.00	\$700.00	\$35.00	\$700.00
14 Dense Graded Base (4 Inch Thick)	S.Y.	8249	\$3.15	\$25,984.35	\$3.07	\$25,324.43	\$3.30	\$27,221.70	\$3.30	\$27,221.70	\$3.14	\$25,901.86	\$3.53	\$29,118.97
15 Breaker Run (8 Inch Thick)	S.Y.	8249	\$6.30	\$51,968.70	\$6.14	\$50,648.86	\$5.70	\$47,019.30	\$5.75	\$47,431.75	\$5.41	\$44,627.09	\$7.00	\$57,743.00
16 Asphaltic Binder (2 1/2 Inch Thick) (2025)	S.Y.	6790	\$10.00	\$67,900.00	\$9.87	\$67,017.30	\$11.10	\$75,369.00	\$10.45	\$70,955.50	\$9.85	\$66,881.50	\$9.90	\$67,221.00
Asphaltic Surface (1-3/4 Inch Thick) (2025)				, , , , , , , , , , , , , , , , , , , ,	•	,		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		, .,	,	, ,	,	, , ,
17 (Undistributed)	S.Y.	110	\$19.00	\$2,090.00	\$18.57	\$2,042.70	\$19.60	\$2,156.00	\$19.65	\$2,161.50	\$15.60	\$1,716.00	\$18.88	\$2,076.80
18 Asphaltic Surface (1-3/4 Inch Thick) (2026)	S.Y.	6680	\$7.50	\$50,100.00	\$7.48	\$49,966.40	\$7.90	\$52,772.00	\$7.95	\$53,106.00	\$8.15	\$54,442.00	\$7.60	\$50,768.00
				, ,	•	,	, , ,	, ,		, ,		, , ,	,	, ,
19 Excavation Below Subgrade (E.B.S.) w/ Breaker Run	C.Y.	1310	\$27.00	\$35,370.00	\$26.82	\$35,134.20	\$38.40	\$50,304.00	\$38.50	\$50,435.00	\$36.35	\$47,618.50	\$42.00	\$55,020.00
20 Stabilization Fabric (Type SAS)	S.Y.	8249	\$1.70	\$14,023.30	\$1.65	\$13,610.85	\$1.70	\$14,023.30	\$1.75	\$14,435.75	\$1.63	\$13,445.87	\$2.40	\$19,797.60
21 Rock Excavation (Undistributed)	C.Y.	250	\$1.00	\$250.00	\$1.12	\$280.00	\$50.00	\$12,500.00	\$1.00	\$250.00	\$1.00	\$250.00	\$0.01	\$2.50
22 Trucked Granular Backfill	TON	5310	\$12.00	\$63,720.00	\$13.33	\$70,782.30	\$7.50	\$39,825.00	\$8.00	\$42,480.00	\$8.00	\$42,480.00	\$15.15	\$80,446.50
23 Styrofoam Pipe Insulation	S.F.	540	\$4.50	\$2,430.00	\$4.68	\$2,527.20	\$2.20	\$1,188.00	\$5.50	\$2,970.00	\$5.50	\$2,970.00	\$5.00	\$2,700.00
24 Street Inlet (2 Foot x 3 Foot I.D.) (Complete)	EA.	8	\$3,770.00	\$30,160.00	\$3,924.67	\$31,397.36	\$3,473.00	\$27,784.00	\$3,370.00	\$26,960.00	\$3,375.00	\$27,000.00	\$3,200.00	\$25,600.00
25 Storm Manhole (4 Foot I.D.) (Complete)	EA.	4	\$4,250.00	\$17,000.00	\$4,424.36	\$17,697.44	\$4,181.00	\$16,724.00	\$3,205.00	\$12,820.00	\$3,210.00	\$12,840.00	\$4,200.00	\$16,800.00
26 Storm Lateral Cleanout (Complete)	EA.	9	\$861.00	\$7,749.00	\$896.32	\$8,066.88	\$839.00	\$7,551.00	\$750.00	\$6,750.00	\$750.00	\$6,750.00	\$900.00	\$8,100.00
27 R.C.P. Storm Sewer (12 Inch I.D.)	L.F.	150	\$93.00	\$13,950.00	\$97.60	\$14,640.00	\$76.00	\$11,400.00	\$90.00	\$13,500.00	\$90.00	\$13,500.00	\$90.00	\$13,500.00
28 R.C.P. Storm Sewer (15 Inch I.D.)	L.F.	613	\$76.00	\$46,588.00	\$79.12	\$48,500.56	\$62.00	\$38,006.00	\$76.00	\$46,588.00	\$76.00	\$46,588.00	\$110.00	\$67,430.00
29 R.C.P. Storm Sewer (18 Inch I.D.)	L.F.	535	\$78.00	\$41,730.00	\$81.72	\$43,720.20	\$63.00	\$33,705.00	\$78.00	\$41,730.00	\$78.00	\$41,730.00	\$134.00	\$71,690.00
30 H.D.P.E Storm Sewer Lateral (4 Inch I.D.)	L.F.	640	\$46.50	\$29,760.00	\$48.41	\$30,982.40	\$54.00	\$34,560.00	\$56.00	\$35,840.00	\$56.00	\$35,840.00	\$54.00	\$34,560.00
31 H.D.P.E Storm Sewer Lateral (6 Inch I.D.)	L.F.	1410	\$43.75	\$61,687.50	\$45.54	\$64,211.40	\$45.00	\$63,450.00	\$45.00	\$63,450.00	\$44.00	\$62,040.00	\$40.00	\$56,400.00
32 Sanitary Manhole (Complete)	EA.	7	\$6,200.00	\$43,400.00	\$6,454.36	\$45,180.52	\$5,711.00	\$39,977.00	\$5,970.00	\$41,790.00	\$5,975.00	\$41,825.00	\$5,000.00	\$35,000.00
33 P.V.C. Sanitary Sewer (8 Inch I.D.)	L.F.	1993	\$71.00	\$141,503.00	\$74.38	\$148,239.34	\$71.00	\$141,503.00	\$82.00	\$163,426.00	\$82.00	\$163,426.00	\$90.00	\$179,370.00
34 P.V.C. Sanitary Lateral Replacement	L.F.	1250	\$70.00	\$87,500.00	\$72.87	\$91,087.50	\$69.00	\$86,250.00	\$93.00	\$116,250.00	\$93.00	\$116,250.00	\$70.00	\$87,500.00
35 Sanitary Wye	EA.	34	\$235.00	\$7,990.00	\$244.64	\$8,317.76	\$596.00	\$20,264.00	\$300.00	\$10,200.00	\$300.00	\$10,200.00	\$200.00	\$6,800.00
36 Sewer Televising	L.F.	1993	\$3.30	\$6,576.90	\$3.44	\$6,855.92	\$1.90	\$3,786.70	\$2.65	\$5,281.45	\$3.00	\$5,979.00	\$5.00	\$9,965.00
37 P.V.C. Watermain (6 Inch I.D.)	L.F.	65	\$82.50	\$5,362.50	\$86.14	\$5,599.10	\$87.00	\$5,655.00	\$105.00	\$6,825.00	\$105.00	\$6,825.00	\$70.00	\$4,550.00
38 P.V.C. Watermain (8 Inch I.D.)	L.F.	1888	\$78.00	\$147,264.00	\$81.20	\$153,305.60	\$75.00	\$141,600.00	\$85.00	\$160,480.00	\$85.00	\$160,480.00	\$80.00	\$151,040.00
39 Valve and Road Box (6 Inch I.D.)	EA.	3	\$1,980.00	\$5,940.00	\$2,061.23	\$6,183.69	\$1,996.00	\$5,988.00	\$1,875.00	\$5,625.00	\$1,875.00	\$5,625.00	\$2,000.00	\$6,000.00

			Kruczek Co	onstruction Inc.	Kartechne	r Brothers LLC	Dor	ner Inc.	PTS Con	tractors, Inc	Kopplin &	Kinas Co., Inc.	P	RLAM
Item Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
40 Valve and Road Box (8 Inch I.D.)	EA.	4	\$2,950.00	\$11,800.00	\$3,071.03	\$12,284.12	\$4,261.00	\$17,044.00	\$2,625.00	\$10,500.00	\$2,625.00	\$10,500.00	\$2,700.00	\$10,800.00
41 Watermain Tee (8 Inch x 8 Inch x 6 Inch I.D.)	EA.	3	\$830.00	\$2,490.00	\$868.22	\$2,604.66	\$859.00	\$2,577.00	\$720.00	\$2,160.00	\$720.00	\$2,160.00	\$890.00	\$2,670.00
42 Watermain Tee (8 Inch x 8 Inch x 8 Inch I.D.)	EA.	1	\$900.00	\$900.00	\$978.56	\$978.56	\$955.00	\$955.00	\$810.00	\$810.00	\$815.00	\$815.00	\$1,000.00	\$1,000.00
43 Reducer (8 Inch x 6 Inch I.D.)	EA.	1	\$429.75	\$429.75	\$447.64	\$447.64	\$542.00	\$542.00	\$425.00	\$425.00	\$425.00	\$425.00	\$500.00	\$500.00
44 45-Degree Bend w/ Blocking (6 Inch I.D.)	EA.	2	\$460.00	\$920.00	\$478.87	\$957.74	\$459.00	\$918.00	\$375.00	\$750.00	\$375.00	\$750.00	\$540.00	\$1,080.00
45 45-Degree Bend w/ Blocking (8 Inch I.D.)	EA.	2	\$600.00	\$1,200.00	\$624.62	\$1,249.24	\$611.00	\$1,222.00	\$485.00	\$970.00	\$490.00	\$980.00	\$700.00	\$1,400.00
46 22.5-Degree Bend w/ Blocking (8 Inch I.D.)	EA.	5	\$600.00	\$3,000.00	\$624.62	\$3,123.10	\$606.00	\$3,030.00	\$485.00	\$2,425.00	\$485.00	\$2,425.00	\$700.00	\$3,500.00
47 Complete Hydrant Assembly	EA.	3	\$6,900.00	\$20,700.00	\$7,209.10	\$21,627.30	\$6,476.00	\$19,428.00	\$6,415.00	\$19,245.00	\$9,420.00	\$28,260.00	\$7,300.00	\$21,900.00
48 Water Service Corporation (1 Inch I.D.)	EA.	34	\$351.00	\$11,934.00	\$369.56	\$12,565.04	\$402.00	\$13,668.00	\$280.00	\$9,520.00	\$285.00	\$9,690.00	\$460.00	\$15,640.00
49 Curb Stop & Box (1 Inch I.D.)	EA.	34	\$440.00	\$14,960.00	\$459.09	\$15,609.06	\$541.00	\$18,394.00	\$415.00	\$14,110.00	\$415.00	\$14,110.00	\$400.00	\$13,600.00
50 HDPE Water Service (1 Inch I.D. CTS)	L.F.	1210	\$52.00	\$62,920.00	\$54.39	\$65,811.90	\$61.00	\$73,810.00	\$61.00	\$73,810.00	\$61.00	\$73,810.00	\$55.00	\$66,550.00
Total Items 1 - 50:				\$1,566,355.50		\$1,615,792.09		\$1,636,462.00		\$1,646,374.00		\$1,685,176.82		\$1,777,753.47
PROJECT B: HARRIS CREEK PHASE 2 IMPROVEMEN	ITS													
51 Mobilization, Bonds, & Insurance	LS	1	\$5,000.00	\$5,000.00	\$8,097.45	\$8,097.45	\$5,000.00	\$5,000.00	\$1,750.00	\$1,750.00	\$5,660.00	\$5,660.00	\$12,000.00	\$12,000.00
Erosion and Sedimentation Controls (Harris Creek														
52 Area)	LS	1	\$8,500.00	\$8,500.00	\$8,370.19	\$8,370.19	\$17,420.00	\$17,420.00	\$5,295.00	\$5,295.00	\$4,950.00	\$4,950.00	\$13,300.00	\$13,300.00
53 Unclassified Excavation (Harris Creek Area)	LS	1	\$46,000.00	\$46,000.00	\$45,056.10	\$45,056.10	\$62,617.00	\$62,617.00	\$62,800.00	\$62,800.00	\$58,168.00	\$58,168.00	\$36,000.00	\$36,000.00
54 Topsoil Placement & Grading (Harris Creek Area)	S.Y.	1050	\$17.50	\$18,375.00	\$16.99	\$17,839.50	\$8.00	\$8,400.00	\$8.10	\$8,505.00	\$7.60	\$7,980.00	\$11.00	\$11,550.00
55 Seeding/Fertilizing/Mulching (Harris Creek Area)	S.Y.	1050	\$3.75	\$3,937.50	\$3.90	\$4,095.00	\$4.20	\$4,410.00	\$4.00	\$4,200.00	\$3.75	\$3,937.50	\$3.93	\$4,126.50
56 Erosion Matting (Undistributed)	S.Y.	400	\$2.50	\$1,000.00	\$2.79	\$1,116.00	\$2.60	\$1,040.00	\$2.65	\$1,060.00	\$2.50	\$1,000.00	\$1.00	\$400.00
Concrete Spot Sidewalk Replace (4 Inch Thick)														
57 (Undistributed)	S.F.	400	\$7.65	\$3,060.00	\$7.65	\$3,060.00	\$8.80	\$3,520.00	\$9.00	\$3,600.00	\$8.35		\$9.55	\$3,820.00
58 Styrofoam Pipe Insulation	S.F.	32	\$4.75	\$152.00	\$4.95	\$158.40	\$2.20	\$70.40	\$5.50	\$176.00	\$5.50		\$5.00	
59 R.C.P. Storm Sewer (12 Inch I.D.)	L.F.	24	\$155.00	\$3,720.00	\$161.36	\$3,872.64	\$192.00	\$4,608.00	\$145.00	\$3,480.00	\$145.00		\$80.00	\$1,920.00
60 H.D.P.E. Storm Sewer (15 Inch I.D.)	L.F.	30	\$160.00	\$4,800.00	\$167.61	\$5,028.30	\$129.00	\$3,870.00	\$130.00	\$3,900.00	\$130.00	\$3,900.00	\$72.00	\$2,160.00
61 R.C.P. Endwall (12 Inch I.D. w/ Pipe Grate)	EA.	1	\$2,760.00	\$2,760.00	\$2,873.23	\$2,873.23	\$2,403.00	\$2,403.00	\$1,695.00	\$1,695.00	\$1,695.00	\$1,695.00	\$1,900.00	\$1,900.00
62 C.M.P. Endwall (15 Inch I.D. w/ Pipe Grate)	EA.	2	\$1,100.00	\$2,200.00	\$1,094.70	\$2,189.40	\$1,053.00	\$2,106.00	\$120.00	\$240.00	\$120.00	\$240.00	\$825.00	\$1,650.00
63 Heavy Riprap w/ Geotextile Fabric	S.Y.	230	\$51.00	\$11,730.00	\$49.46	\$11,375.80	\$57.20	\$13,156.00	\$58.00	\$13,340.00	\$54.20	\$12,466.00	\$70.00	\$16,100.00
Heavy Riprap w/ Geotextile Fabric (Special Slope														
64 Treatment)	S.Y.	130	\$51.00	\$6,630.00	\$49.46	\$6,429.80	\$57.20	\$7,436.00	\$58.00	\$7,540.00	\$54.20	\$7,046.00	\$85.00	\$11,050.00
Integrated Bank Treatment (Heavy Riprap,												·		
65 Geotextile Fabric, Plantings)	S.Y.	820	\$79.00	\$64,780.00	\$78.97	\$64,755.40	\$71.50	\$58,630.00	\$90.00	\$73,800.00	\$84.35	\$69,167.00	\$103.00	\$84,460.00
Total Items 51 - 65:				\$182,644.50		\$184,317.21		\$194,686.40		\$191,381.00		\$183,205.50		\$200,596.50
Total Base Bid Items 1 - 65:				\$1,749,000.00		\$1,800,109.30		\$1,831,148.40		\$1,837,755.00		\$1,868,382.32		\$1,978,349.97



AGENDA SUMMARY SHEET

MEETING DATE: 2/11/25 TITLE: Recommend Approval of Roofing Contract with

BRH Enterprise for Hail Damage Repair to Public

Facilities

PRESENTER: Jeff Daane, Public Works Director

CONSIDERATION-ACTION

DEPARTMENT GOAL(S) SUPPORTED (if applicable)	FISCAL IMPACT	
Public Infrastructure	\$682,074.96	

ISSUE SUMMARY:

AGENDA SECTION:

Recap from the hailstorm that Waupun had last May. The city suffered hail damage on most of its structures. Over the past few months, we have been working with BRH and Selective insurance on final numbers for the repairs. The total for these repairs, minus the work already approved for the city garage roof is \$682,074.96. These costs will be covered by an insurance claim settlement. After the work has been completed, we will submit to Selective and they will reimburse us for the depreciation amounts by facility.

STAFF RECOMMENDATION:

Approve to city council the contract with BRH Enterprise

ATTACHMENTS:

BRH Enterprise contract Recap by room for buildings Recap by room for Baseball complex

RECOMMENDED MOTION:

Recommend to City council the contract for BRH Enterprise to complete roof work in the amount of \$682,074.96 based on the settlement reached with Selective Insurance for hail damage incurred in May 2024.



Insured: City Of Waupun E-mail: jeff@cityofwaupunwi.gov

Property: 903 N MADISON ST WAUPUN TS, WI 53963

Business: 201 E Main St

Waupun, WI 53963-2019

Home: 903 N MADISON ST

WAUPUN TS, WI 53963

Claim Rep.: David Clark E-mail: david.clark@selective.com

Estimator: David Clark E-mail: david.clark@selective.com

Claim Number: 22646177 Policy Number: S 2198633 Type of Loss: Hail

Date Contacted: 7/22/2024 12:09 PM

Date of Loss: 5/20/2024 12:00 AM Date Received: 7/11/2024 12:00 AM Date Inspected: 9/4/2024 12:09 PM Date Entered: 7/18/2024 10:48 AM

Date Est. Completed: 1/6/2025 2:30 PM

Price List: WIMA8X_JUL24

Restoration/Service/Remodel

Estimate: CITY_OF_WAUPUN1-1

Important! Please Read First:

This estimate is prepared using prevailing prices of building materials and labor in your area. The decision to use and the choice of any particular contractor is entirely insured's privilege and ultimate responsibility. If the contractor you choose thinks he or she is unable to complete the specified repairs for the amount allowed in our estimate, please have your contractor contact your adjuster immediately. Any request for supplemental funds must be made prior to the supplemental work being performed, or such requests cannot be honored.



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201 Main St

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Commercial Supervision / Project Management - per hour	10.00 HR	85.18	0.00	85.18	936.98	(0.00)	936.98
2. Roof drain cover - Detach & reset	5.00 EA	53.96	0.00	26.98	296.78	(0.00)	296.78
3. Tear off, haul and dispose of comp. shingles - Laminated	39.03 SQ	92.99	0.00	362.94	3,992.34	(0.00)	3,992.34
4. Laminated - comp. shingle rfg w/out felt	43.00 SQ	316.43	316.77	1,392.32	15,315.58	(3,038.10)	12,277.48
5. Roofing felt - 15 lb.	24.63 SQ	48.61	13.94	121.12	1,332.32	(200.53)	1,131.79
Felt less ice/water							
6. Drip edge	1,291.80 LF	3.50	77.44	459.88	5,058.62	(636.65)	4,421.97
7. Hip / Ridge cap - cut from 3 tab - composition shingles	88.00 LF	6.09	7.07	54.30	597.29	(81.33)	515.96
8. Flashing - pipe jack	3.00 EA	66.26	2.98	20.18	221.94	(24.50)	197.44
9. R&R Roof mount power attic vent - Large	1.00 EA	728.37	12.49	74.08	814.94	(179.70)	635.24
10. Step flashing	58.70 LF	14.18	6.39	83.88	922.64	(52.55)	870.09
11. R&R Flashing, 14" wide	775.40 LF	6.71	88.71	529.18	5,820.82	(729.23)	5,091.59
13. Remove Additional charge for high roof (2 stories or greater)	39.03 SQ	7.01	0.00	27.36	300.96	(0.00)	300.96
14. Additional charge for high roof (2 stories or greater)	39.03 SQ	29.81	0.00	116.34	1,279.82	(0.00)	1,279.82
12. Ice & water barrier	1,440.00 SF	2.22	40.39	323.72	3,560.91	(387.40)	3,173.51
334. Boom or spider lift - 50'-60' reach (per day)	1.00 DA	528.42	0.00	52.84	581.26	(0.00)	581.26
Totals: 201 Main St	·		566.18	3,730.30	41,033.20	5,329.99	35,703.21

22 S. Madison Heritage

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
15. Tear off, haul and dispose of comp. shingles - Laminated	27.00 SQ	92.99	0.00	251.08	2,761.81	(0.00)	2,761.81
16. Laminated - comp. shingle rfg w/out felt	29.67 SQ	316.43	218.57	960.70	10,567.75	(1,677.03)	8,890.72
17. Roofing felt - 15 lb.	21.83 SQ	48.61	12.35	107.36	1,180.87	(142.19)	1,038.68
Felt less ice/water							
18. Drip edge	106.00 LF	3.50	6.35	37.74	415.09	(41.79)	373.30
21. R&R Roof vent - turbine type	1.00 EA	213.06	6.82	22.00	241.88	(0.00)	241.88
22. Flashing, 14" wide - copper	18.00 LF	15.20	11.24	28.48	313.32	(17.24)	296.08
24. Ice & water barrier	516.27 SF	2.22	14.48	116.06	1,276.66	(111.11)	1,165.55
25. Gutter / downspout - aluminum - up to 5"	334.00 LF	11.54	100.30	395.48	4,350.14	(923.49)	3,426.65

CONTINUED - 22 S. Madison Heritage

DESCRIPTION	QUANTITY V	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
26. Gutter guard/screen - High grade	246.00 LF	18.98	51.41	472.04	5,192.53	(591.73)	4,600.80
29. Remove Additional charge for steep roof - 10/12 - 12/12 slope	19.12 SQ	29.13	0.00	55.70	612.67	(0.00)	612.67
30. Additional charge for steep roof - 10/12 - 12/12 slope	19.12 SQ	106.08	0.00	202.82	2,231.07	(0.00)	2,231.07
27. Remove Additional charge for high roof (2 stories or greater)	27.00 SQ	7.01	0.00	18.92	208.19	(0.00)	208.19
28. Additional charge for high roof (2 stories or greater)	27.00 SQ	29.81	0.00	80.48	885.35	(0.00)	885.35
19. Hip / Ridge cap - cut from 3 tab - composition shingles	92.00 LF	6.09	7.39	56.76	624.43	(68.02)	556.41
20. Flashing - pipe jack - lead	1.00 EA	97.93	2.74	10.08	110.75	(17.99)	92.76
343. General Laborer - per hour	15.00 HR	62.31	0.00	93.46	1,028.11	(0.00)	1,028.11
174. R&R Custom bent aluminum (PER LF)	139.00 LF	33.60	28.44	469.88	5,168.72	(0.00)	5,168.72
Totals: 22 S. Madison Heritage			460.09	3,379.04	37,169.34	3,590.59	33,578.75

123 S. Forest St

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
NO DAMAGE TO ROOF. VENTS ONL	LΥ						
31. R&R Roof mount power attic vent	5.00 EA	673.37	47.33	341.42	3,755.60	(0.00)	3,755.60
Totals: 123 S. Forest St			47.33	341.42	3,755.60	0.00	3,755.60

510 E Spring St

DESCRIPTION	QUANTITY UN	NIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
32. R&R Single-ply membrane - Mechanically attached - 45 mil	56.97 SQ	515.48	422.69	2,978.96	32,768.55	(5,791.39)	26,977.16
33. R&R Pipe jack flashing - PVC/TPO - Large	10.00 EA	135.01	49.70	140.00	1,539.80	(680.93)	858.87
34. R&R Roof mount power attic vent	3.00 EA	673.37	28.40	204.86	2,253.37	(408.55)	1,844.82
35. R&R Exhaust cap - through roof - 6" to 8"	6.00 EA	140.51	16.98	86.00	946.04	(139.61)	806.43
36. R&R Gutter / downspout - aluminum - up to 5"	148.08 LF	12.21	44.47	185.24	2,037.76	(511.79)	1,525.97
37. R&R Curb flashing - PVC/TPO	196.00 LF	22.50	105.11	451.52	4,966.63	(1,440.08)	3,526.55
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CONTINUED - 510 E Spring St

DESCRIPTION	QUANTITY U	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
345. R&R Insulation - ISO board, 2"	25.00 SQ	368.73	177.09	939.54	10,334.88	(0.00)	10,334.88
346. R&R Metal Z flashing	172.99 LF	3.65	7.04	63.86	702.32	(0.00)	702.32
344. R&R Drip edge - PVC/TPO clad metal	342.74 LF	7.75	111.97	276.82	3,045.03	(0.00)	3,045.03
347. R&R Aluminum termination bar / flashing for membrane roofs	515.72 LF	3.69	19.86	192.28	2,115.15	(0.00)	2,115.15
Totals: 510 E Spring St			983.31	5,519.08	60,709.53	8,972.35	51.737.18

16 E. Main St

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
38. Tear off, haul and dispose of comp. shingles - Laminated	258.38 SQ	92.99	0.00	2,402.68	26,429.44	(0.00)	26,429.44
39. Laminated - comp. shingle rfg w /out felt	284.33 SQ	316.43	2,094.57	9,206.52	101,271.63	(16,071.09)	85,200.54
41. Drip edge	1,032.00 LF	3.50	61.87	367.38	4,041.25	(406.88)	3,634.37
42. Flashing - pipe jack	6.00 EA	66.26	5.96	40.36	443.88	(39.19)	404.69
43. R&R Flashing - pipe jack - lead	4.00 EA	107.27	10.94	44.02	484.04	(0.00)	484.04
44. Roof vent - turtle type - Metal	18.00 EA	88.65	24.14	162.00	1,781.84	(158.74)	1,623.10
46. Flashing, 14" wide	11.60 LF	5.93	1.33	7.02	77.14	(8.73)	68.41
47. Step flashing	113.80 LF	14.18	12.39	162.60	1,788.67	(81.50)	1,707.17
50. Remove Additional charge for high roof (2 stories or greater)	39.03 SQ	7.01	0.00	27.36	300.96	(0.00)	300.96
51. Additional charge for high roof (2 stories or greater)	39.03 SQ	29.81	0.00	116.34	1,279.82	(0.00)	1,279.82
48. Ice & water barrier	25,838. SF 00	2.22	724.76	5,808.52	63,893.64	(5,560.85)	58,332.79
248. R&R Hip / Ridge cap - Standard profile - composition shingles	275.42 LF	11.78	38.78	328.32	3,611.55	(0.00)	3,611.55
249. R&R Flashing - pipe jack	2.00 EA	75.60	1.99	15.32	168.51	(0.00)	168.51
254. Remove Additional charge for high roof (2 stories or greater)	57.60 SQ	7.01	0.00	40.38	444.16	(0.00)	444.16
255. Additional charge for high roof (2 stories or greater)	57.60 SQ	29.81	0.00	171.70	1,888.76	(0.00)	1,888.76
253. R&R Custom bent aluminum (PER LF)	81.33 LF	33.60	16.64	274.92	3,024.25	(0.00)	3,024.25
252. R&R Furnace vent - rain cap and storm collar, 6"	12.00 EA	119.12	32.91	146.26	1,608.61	(0.00)	1,608.61
251. R&R Roof mount power attic vent	7.00 EA	673.37	66.26	477.98	5,257.83	(0.00)	5,257.83
250. R&R Flat roof exhaust vent / cap - gooseneck 12"	4.00 EA	127.05	8.36	51.66	568.22	(0.00)	568.22
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CONTINUED - 16 E. Main St

DESCRIPTION	QUANTITY U	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
45. Exhaust cap - through roof - 6" to 8"	23.00 EA	128.60	65.10	302.30	3,325.20	(428.12)	2,897.08
49. Gutter / downspout - aluminum - up to 5"	475.00 LF	11.54	142.64	562.42	6,186.56	(1,313.35)	4,873.21
Totals: 16 E. Main St			3.308.64	20.716.06	227.875.96	24.068.45	203.807.51

301 Main St

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
DAMAGE LIMITED TO SHINGLE BACK	K SLOPE						
52. Tear off, haul and dispose of comp. shingles - Laminated	2.20 SQ	92.99	0.00	20.46	225.04	(0.00)	225.04
53. Laminated - comp. shingle rfg w/out felt	2.67 SQ	316.43	19.67	86.44	950.98	(150.92)	800.06
56. Drip edge	39.00 LF	3.50	2.34	13.90	152.74	(15.37)	137.37
57. R&R Gutter / downspout - aluminum - up to 5"	19.00 LF	12.21	5.71	23.78	261.48	(52.54)	208.94
54. De-icing cable - Detach & reset	19.00 LF	6.08	0.00	11.56	127.08	(0.00)	127.08
58. R&R Flashing - L flashing - color finish	19.00 LF	7.72	3.23	14.98	164.89	(0.00)	164.89
59. Ice & water barrier	57.00 SF	2.22	1.60	12.82	140.96	(0.00)	140.96
55. Roofing felt - 15 lb.	1.63 SQ	48.61	0.92	8.02	88.17	(10.61)	77.56
Felt less ice/water							
Totals: 301 Main St			33.47	191.96	2,111.34	229.44	1,881.90

220 Brandon St--No Damage

DESCRIPTION	QUANTITY UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
NO DAMAGE						
Totals: 220 Brandon StNo Damage		0.00	0.00	0.00	0.00	0.00

728 W Lincoln St

DESCRIPTION	QUANTITY UNIT PRICE	IAA	UAP	RCV DEPREC.	ACV
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CONTINUED - 728 W Lincoln St

DESCRIPTION	QUANTITY U	JNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
BALLPARK CONCESSION							
60. Tear off, haul and dispose of comp. shingles - Laminated	17.73 SQ	92.99	0.00	164.88	1,813.59	(0.00)	1,813.59
61. Laminated - comp. shingle rfg w /out felt	19.67 SQ	316.43	144.90	636.92	7,006.00	(1,111.80)	5,894.20
65. Flashing - pipe jack	1.00 EA	66.26	0.99	6.72	73.97	(6.53)	67.44
66. R&R Roof vent - turbine type	2.00 EA	213.06	13.64	43.98	483.74	(0.00)	483.74
67. Flashing, 14" wide	31.50 LF	5.93	3.60	19.04	209.44	(23.69)	185.75
68. Step flashing	27.10 LF	14.18	2.95	38.72	425.95	(19.41)	406.54
69. Ice & water barrier	780.00 SF	2.22	21.88	175.34	1,928.82	(167.87)	1,760.95
71. Remove Additional charge for high roof (2 stories or greater)	2.70 SQ	7.01	0.00	1.90	20.83	(0.00)	20.83
72. Additional charge for high roof (2 stories or greater)	2.70 SQ	29.81	0.00	8.04	88.53	(0.00)	88.53
62. Roofing felt - 15 lb.	9.93 SQ	48.61	5.62	48.84	537.16	(64.68)	472.48
Felt less ice/water							
63. Drip edge	233.58 LF	3.50	14.00	83.16	914.69	(92.09)	822.60
70. R&R Gutter / downspout - aluminum - up to 5 "	174.00 LF	12.21	52.25	217.68	2,394.47	(481.10)	1,913.37
267. R&R Continuous ridge vent - shingle-over style	50.00 LF	13.67	12.40	69.60	765.50	(0.00)	765.50
266. R&R Hip / Ridge cap - High profile - composition shingles	49.00 LF	12.69	9.32	63.14	694.27	(0.00)	694.27
268. R&R Flashing - pipe jack - split boot STORAGE	1.00 EA	112.58	2.66	11.50	126.74	(0.00)	126.74
73. Tear off, haul and dispose of comp. shingles - Laminated	12.30 SQ	92.99	0.00	114.38	1,258.16	(0.00)	1,258.16
74. Laminated - comp. shingle rfg w/out felt	13.67 SQ	316.43	100.70	442.64	4,868.94	(772.66)	4,096.28
76. Drip edge	151.00 LF	3.50	9.05	53.76	591.31	(59.53)	531.78
77. Hip / Ridge cap - cut from 3 tab - composition shingles	52.00 LF	6.09	4.18	32.08	352.94	(38.45)	314.49
78. Ice & water barrier	624.00 SF	2.22	17.50	140.28	1,543.06	(134.30)	1,408.76
80. R&R Siding - vinyl	8.96 SF	6.60	1.06	6.02	66.22	(0.00)	66.22
75. Roofing felt - 15 lb.	6.06 SQ	48.61	3.43	29.80	327.81	(39.47)	288.34
Felt less ice/water							
184. R&R Hip / Ridge cap - High profile - composition shingles	52.00 LF	12.69	9.90	66.98	736.76	(0.00)	736.76
79. Gutter / downspout - aluminum - up to 5"	140.00 LF	11.54	42.04	165.76	1,823.40	(387.09)	1,436.31
Totals: 728 W Lincoln St			472.07	2,641.16	29,052.30	3,398.67	25,653.63



404 S. Watertown

DESCRIPTION	QUANTITY UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
NO DAMAGE TO PAVILION						
Totals: 404 S. Watertown		0.00	0.00	0.00	0.00	0.00

313 N. Grove St

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
CONCESSION							
83. Tear off, haul and dispose of comp. shingles - Laminated	37.88 SQ	92.99	0.00	352.24	3,874.70	(0.00)	3,874.70
84. Laminated - comp. shingle rfg w/out felt	42.00 SQ	316.43	309.40	1,359.94	14,959.40	(2,373.95)	12,585.45
85. Roofing felt - 15 lb.	29.72 SQ	48.61	16.82	146.14	1,607.65	(193.58)	1,414.07
Felt less ice/water							
86. Drip edge	247.50 LF	3.50	14.84	88.10	969.19	(97.58)	871.61
89. Ice & water barrier	816.00 SF	2.22	22.89	183.44	2,017.85	(175.62)	1,842.23
187. R&R Hip / Ridge cap - Standard profile - composition shingles	68.00 LF	11.78	9.57	81.08	891.69	(0.00)	891.69
90. Gutter / downspout - aluminum - up to 5"	334.00 LF	11.54	100.30	395.48	4,350.14	(923.49)	3,426.65
91. Gutter guard/screen - High grade	246.00 LF	18.98	51.41	472.04	5,192.53	(591.73)	4,600.80
88. Exhaust cap - through roof - 6" to 8"	2.00 EA	128.60	5.66	26.28	289.14	(37.23)	251.91
191. Meter mast for overhead power - Detach & reset	1.00 EA	737.11	0.00	73.72	810.83	(0.00)	810.83
190. R&R Flashing - pipe jack - split boot	1.00 EA	112.58	2.66	11.50	126.74	(0.00)	126.74
189. R&R Flashing - pipe jack	1.00 EA	75.60	0.99	7.66	84.25	(0.00)	84.25
188. R&R Roof vent - turbine type	1.00 EA	213.06	6.82	22.00	241.88	(0.00)	241.88
DUGOUTS							
92. R&R Standing seam metal roofing PREFABRICATED SHED	216.00 SF	10.87	58.33	240.64	2,646.89	(0.00)	2,646.89
93. Tear off, haul and dispose of comp. shingles - Laminated	2.88 SQ	92.99	0.00	26.78	294.59	(0.00)	294.59
94. Laminated - comp. shingle rfg w/out felt	3.00 SQ	316.43	22.10	97.14	1,068.53	(169.57)	898.96
257. R&R Drip edge	$40.00\mathrm{LF}$	3.93	2.40	15.96	175.56	(0.00)	175.56
256. Roofing felt - 15 lb.	1.50 SQ	48.61	0.85	7.38	81.15	(0.00)	81.15
194. Roofing felt - 15 lb.	2.88 SQ	48.61	1.63	14.16	155.79	(0.00)	155.79
193. R&R Drip edge	28.00 LF	3.93	1.68	11.16	122.88	(0.00)	122.88
WOOD SHED							
97. Tear off, haul and dispose of comp. shingles - Laminated	1.50 SQ	92.99	0.00	13.94	153.43	(0.00)	153.43
98. Laminated - comp. shingle rfg w/out felt	1.67 SQ	316.43	12.30	54.08	594.82	(94.39)	500.43

CONTINUED - 313 N. Grove St

DESCRIPTION	QUANTITY UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Totals: 313 N. Grove St		640.65	3,700.86	40,709,63	4,657.14	36,052,49

559 Home Ave

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Concession							
99. Tear off, haul and dispose of comp. shingles - Laminated	11.20 SQ	92.99	0.00	104.14	1,145.63	(0.00)	1,145.63
100. Laminated - comp. shingle rfg w/out felt	12.33 SQ	316.43	90.83	399.24	4,391.65	(696.92)	3,694.73
101. Roofing felt - 15 lb.	6.64 SQ	48.61	3.76	32.66	359.19	(43.26)	315.93
Felt less ice/water							
102. Drip edge	135.00 LF	3.50	8.09	48.06	528.65	(53.22)	475.43
106. R&R Meter mast for overhead power 2" conduit	2.00 EA	832.88	24.24	169.00	1,859.00	(0.00)	1,859.00
104. Ice & water barrier	456.00 SF	2.22	12.79	102.52	1,127.63	(98.14)	1,029.49
105. Gutter / downspout - aluminum - up to 5"	116.00 LF	11.54	34.83	137.34	1,510.81	(320.73)	1,190.08
199. R&R Flashing - pipe jack	1.00 EA	75.60	0.99	7.66	84.25	(0.00)	84.25
198. R&R Flashing - pipe jack - split boot	2.00 EA	112.58	5.33	23.06	253.55	(0.00)	253.55
197. R&R Hip / Ridge cap - Standard profile - composition shingles	38.10 LF	11.78	5.36	45.44	499.62	(0.00)	499.62
196. R&R Continuous ridge vent - shingle- over style	38.10 LF	13.67	9.45	53.02	583.30	(0.00)	583.30
Dugout x 2							
107. Tear off, haul and dispose of comp. shingles - Laminated	3.10 SQ	92.99	0.00	28.82	317.09	(0.00)	317.09
108. Laminated - comp. shingle rfg w/out felt	4.00 SQ	316.43	29.47	129.52	1,424.71	(226.09)	1,198.62
109. Roofing felt - 15 lb.	3.10 SQ	48.61	1.75	15.24	167.68	(20.19)	147.49
Felt less ice/water 110. R&R Flashing - L flashing - galvanized	60.00 LF	7.19	8.45	43.98	483.83	(0.00)	483.83
201. Remove Laminated - comp. shingle rfg w/out felt	3.67 SQ	92.99	0.00	34.12	375.39	(0.00)	375.39
202. Laminated - comp. shingle rfg w/out felt	4.00 SQ	316.43	29.47	129.52	1,424.71	(0.00)	1,424.71
203. Roofing felt - 15 lb.	3.10 SQ	48.61	1.75	15.24	167.68	(0.00)	167.68
215. R&R Drip edge PreFabricated ShedGambrel	164.00 LF	3.93	9.83	65.44	719.79	(0.00)	719.79

CONTINUED - 559 Home Ave

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
111. Tear off, haul and dispose of comp. shingles - Laminated	2.20 SQ	92.99	0.00	20.46	225.04	(0.00)	225.04
112. Laminated - comp. shingle rfg w/out felt	3.00 SQ	316.43	22.10	97.14	1,068.53	(169.57)	898.96
113. Roofing felt - 15 lb.	2.20 SQ	48.61	1.25	10.82	119.01	(14.33)	104.68
Felt less ice/water							
259. R&R Drip edge	60.00 LF	3.93	3.60	23.94	263.34	(0.00)	263.34
260. R&R Hip / Ridge cap - Standard profile - composition shingles Shed	15.00 LF	11.78	2.11	17.88	196.69	(0.00)	196.69
115. Tear off, haul and dispose of comp. shingles - Laminated	1.40 SQ	92.99	0.00	13.02	143.21	(0.00)	143.21
116. Laminated - comp. shingle rfg w/out felt	2.00 SQ	316.43	14.73	64.76	712.35	(113.04)	599.31
204. R&R Drip edge	50.00 LF	3.93	3.00	19.96	219.46	(0.00)	219.46
117. Roofing felt - 15 lb.	1.40 SQ	48.61	0.79	6.88	75.72	(9.11)	66.61
Felt less ice/water							
Shed-Announcer box							
216. R&R Standing seam metal roofing	72.00 SF	10.87	19.44	80.20	882.28	(0.00)	882.28
Totals: 559 Home Ave			343.41	1,939.08	21,329.79	1,764.60	19,565.19

518 S. Madison

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
119. Tear off, haul and dispose of comp. shingles - Laminated	13.36 SQ	92.99	0.00	124.24	1,366.59	(0.00)	1,366.59
120. Laminated - comp. shingle rfg w/out felt	15.00 SQ	316.43	110.50	485.70	5,342.65	(847.84)	4,494.81
121. Roofing felt - 15 lb.	8.92 SQ	48.61	5.05	43.86	482.51	(58.10)	424.41
Felt less ice/water							
122. Drip edge	146.20 LF	3.50	8.76	52.06	572.52	(57.64)	514.88
123. R&R Continuous ridge vent - shingle over style	- 37.00 LF	13.67	9.18	51.50	566.47	(0.00)	566.47
124. Ice & water barrier	444.00 SF	2.22	12.45	99.80	1,097.93	(95.56)	1,002.37
125. R&R Fascia - metal - 6"	144.00 LF	8.19	19.25	119.86	1,318.47	(0.00)	1,318.47
219. R&R Hip / Ridge cap - Standard profile - composition shingles	37.00 LF	11.78	5.21	44.10	485.17	(0.00)	485.17
220. R&R Flashing - pipe jack - split boot	1.00 EA	112.58	2.66	11.50	126.74	(0.00)	126.74
221. R&R Flashing - pipe jack	1.00 EA	75.60	0.99	7.66	84.25	(0.00)	84.25



CONTINUED - 518 S. Madison

DESCRIPTION	QUANTITY UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Totals: 518 S. Madison		174.05	1,040.28	11.443.30	1,059.14	10,384,16

200 Beaver Dam

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Pavilion							
126. Tear off, haul and dispose of comp. shingles - Laminated	20.71 SQ	92.99	0.00	192.58	2,118.40	(0.00)	2,118.40
127. Laminated - comp. shingle rfg w/out felt	23.67 SQ	316.43	174.37	766.44	8,430.71	(1,337.89)	7,092.82
335. R&R Flashing - pipe jack - split boot	1.00 EA	112.58	2.66	11.50	126.74	(0.00)	126.74
128. Roofing felt - 15 lb.	15.00 SQ	48.61	8.49	73.76	811.40	(97.70)	713.70
Felt less ice/water							
129. R&R Flashing - pipe jack	1.00 EA	75.60	0.99	7.66	84.25	(0.00)	84.25
130. Drip edge	160.00 LF	3.50	9.59	56.96	626.55	(63.08)	563.47
131. R&R Continuous ridge vent - shingle-over style	50.00 LF	13.67	12.40	69.60	765.50	(0.00)	765.50
132. Ice & water barrier	600.00 SF	2.22	16.83	134.88	1,483.71	(129.13)	1,354.58
133. R&R Fascia - metal - 6"	160.00 LF	8.19	21.38	133.18	1,464.96	(0.00)	1,464.96
225. R&R Hip / Ridge cap - Standard profile - composition shingles	54.50 LF	11.78	7.67	64.96	714.65	(0.00)	714.65
226. R&R Drip edge	25.00 LF	3.93	1.50	10.00	109.75	(0.00)	109.75
227. R&R Flashing - pipe jack	1.00 EA	75.60	0.99	7.66	84.25	(0.00)	84.25
228. R&R Fascia - metal - 6"	25.00 LF	8.19	3.34	20.82	228.91	(0.00)	228.91
Two Other buildings							
336. Tear off, haul and dispose of comp. shingles - Laminated	10.00 SQ	92.99	0.00	93.00	1,022.90	(0.00)	1,022.90
338. Laminated - comp. shingle rfg w/out felt	12.00 SQ	316.43	88.40	388.56	4,274.12	(678.27)	3,595.85
339. R&R Drip edge	64.00 LF	3.93	3.84	25.54	280.90	(0.00)	280.90
340. R&R Hip / Ridge cap - High profile - composition shingles	20.00 LF	12.69	3.81	25.76	283.37	(0.00)	283.37
Totals: 200 Beaver Dam			356.26	2,082.86	22,911.07	2,306.07	20,605.00

Forest Mount Cemetery

DESCRIPTION	QUANTITY UNIT PRICE	TAX	O&P	RCV DEPREC.	ACV
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CONTINUED - Forest Mount Cemetery

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Main Storage-Garage							
134. R&R Standing seam metal roofing	1,924.00 SF	10.87	519.58	2,143.34	23,576.80	(1,993.29)	21,583.51
135. R&R Drip edge	192.00 LF	3.93	11.51	76.62	842.69	(94.62)	748.07
136. R&R Hip / Ridge cap - metal roofing	67.10 LF	13.60	10.70	92.34	1,015.61	(41.06)	974.55
137. R&R Neoprene pipe jack flashing for metal roofing	1.00 EA	90.41	1.71	9.22	101.34	(6.57)	94.77
138. R&R Gutter / downspout - aluminum up to 5"	- 172.00 LF	12.21	51.65	215.16	2,366.93	(0.00)	2,366.93
Second Garage-Wear/tear back side							
139. R&R Standing seam metal roofing	499.00 SF	10.87	134.75	555.90	6,114.78	(516.97)	5,597.81
140. R&R Drip edge	63.00 LF	3.93	3.78	25.14	276.51	(31.05)	245.46
141. R&R Hip / Ridge cap - metal roofing	31.00 LF	13.60	4.94	42.66	469.20	(18.97)	450.23
142. R&R Gutter / downspout - aluminum up to 5"	- 172.00 LF	12.21	51.65	215.16	2,366.93	(594.46)	1,772.47
Totals: Forest Mount Cemetery			790.27	3,375.54	37,130.79	3,296.99	33,833.80

404 Pine St

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
No damage to Gazebo							
Shed/Storage							
143. Tear off, haul and dispose of comp. shingles - Laminated	1.00 SQ	92.99	0.00	9.30	102.29	(0.00)	102.29
144. Laminated - comp. shingle rfg w/out felt	1.00 SQ	316.43	7.37	32.38	356.18	(56.53)	299.65
146. R&R Drip edge	36.00 LF	3.93	2.16	14.36	158.00	(0.00)	158.00
234. R&R Hip / Ridge cap - Standard profile - composition shingles	11.00 LF	11.78	1.55	13.10	144.23	(0.00)	144.23
233. R&R Drip edge	6.00 LF	3.93	0.36	2.40	26.34	(0.00)	26.34
264. R&R Flashing - L flashing - galvanized	60.00 LF	7.19	8.45	43.98	483.83	(0.00)	483.83
Totals: 404 Pine St			19.89	115.52	1,270.87	56.53	1,214,34

300 N. Mill St

DESCRIPTION	QUANTITY UNIT PRICE	TAX	O&P	RCV DEPREC.	ACV
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CONTINUED - 300 N. Mill St

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
148. Tear off, haul and dispose of comp. shingles - Laminated	29.68 SQ	92.99	0.00	276.00	3,035.94	(0.00)	3,035.94
149. Laminated - comp. shingle rfg w/out felt	32.67 SQ	316.43	240.67	1,057.84	11,636.28	(1,846.60)	9,789.68
150. Roofing felt - 15 lb.	21.76 SQ	48.61	12.32	107.02	1,177.09	(141.74)	1,035.35
Felt less ice/water							
151. Drip edge	222.00 LF	3.50	13.31	79.04	869.35	(87.52)	781.83
152. Hip / Ridge cap - cut from 3 tab - composition shingles	66.00 LF	6.09	5.30	40.74	447.98	(48.79)	399.19
153. Flashing - pipe jack	3.00 EA	66.26	2.98	20.18	221.94	(19.60)	202.34
154. R&R Roof vent - turbine type	2.00 EA	213.06	13.64	43.98	483.74	(0.00)	483.74
155. Exhaust cap - through roof - 6" to 8"	3.00 EA	128.60	8.49	39.42	433.71	(55.84)	377.87
156. Ice & water barrier	792.00 SF	2.22	22.22	178.04	1,958.50	(170.46)	1,788.04
238. R&R Hip / Ridge cap - Standard profile - composition shingles	66.00 LF	11.78	9.29	78.68	865.45	(0.00)	865.45
Gazebo							
157. Tear off, haul and dispose of comp. shingles - Laminated	9.60 SQ	92.99	0.00	89.28	981.98	(0.00)	981.98
158. Laminated - comp. shingle rfg w/out felt	10.67 SQ	316.43	78.60	345.50	3,800.41	(603.10)	3,197.31
159. Roofing felt - 15 lb.	9.60 SQ	48.61	5.43	47.20	519.29	(62.53)	456.76
Felt less ice/water							
160. Drip edge	80.00 LF	3.50	4.80	28.48	313.28	(31.55)	281.73
265. Ice & water barrier	480.00 SF	2.22	13.46	107.90	1,186.96	(0.00)	1,186.96
244. Remove Cupola - Wood	1.00 EA	39.78	0.00	3.98	43.76	(0.00)	43.76
243. R&R Hip / Ridge cap - Standard profile - composition shingles	100.00 LF	11.78	14.08	119.20	1,311.28	(0.00)	1,311.28
245. Install Cupola - Wood	1.00 EA	357.69	0.00	35.76	393.45	(0.00)	393.45
246. Remove Additional charge for steep roof - 7/12 to 9/12 slope	9.60 SQ	18.54	0.00	17.80	195.78	(0.00)	195.78
247. Additional charge for steep roof - 7/12 to 9/12 slope	9.50 SQ	67.50	0.00	64.12	705.37	(0.00)	705.37
Totals: 300 N. Mill St			444.59	2,780.16	30,581.54	3,067.73	27,513.81

701 County Park

DESCRIPTION	QUANTITY UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
NO DAMAGE TO BUILDINGS						
Totals: 701 County Park		0.00	0.00	0.00	0.00	0.00
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716 Buwalda Dr.

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
162. Tear off, haul and dispose of comp. shingles - Laminated	4.04 SQ	92.99	0.00	37.56	413.24	(0.00)	413.24
341. R&R Continuous ridge vent - shingle-over style	20.00 LF	13.67	4.96	27.84	306.20	(0.00)	306.20
342. R&R Hip / Ridge cap - Standard profile - composition shingles	24.58 LF	11.78	3.46	29.30	322.31	(0.00)	322.31
163. Laminated - comp. shingle rfg w/out felt	5.00 SQ	316.43	36.83	161.90	1,780.88	(282.61)	1,498.27
164. Roofing felt - 15 lb.	4.04 SQ	48.61	2.29	19.86	218.53	(26.31)	192.22
Felt less ice/water							
165. Drip edge	82.00 LF	3.50	4.92	.92 29.20	321.12	(32.33)	288.79
Totals: 716 Buwalda Dr.			52.46	305.66	3,362.28	341.25	3,021.03

910 Newton Ave

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
298. Tear off, haul and dispose of comp. shingles - Laminated	6.72 SQ	92.99	0.00	62.48	687.37	(0.00)	687.37
299. Remove Laminated - comp. shingle rfg w/out felt	8.05 SQ	92.99	0.00	74.86	823.43	(0.00)	823.43
302. Roofing felt - 15 lb.	0.66 SQ	48.61	0.37	3.24	35.69	(0.00)	35.69
303. R&R Drip edge	100.92 LF	3.93	6.05	40.26	442.93	(0.00)	442.93
304. R&R Hip / Ridge cap - Standard profile - composition shingles	71.33 LF	11.78	10.04	85.02	935.33	(0.00)	935.33
305. R&R Flashing - pipe jack	1.00 EA	75.60	0.99	7.66	84.25	(0.00)	84.25
306. Detach & Reset Roof vent - turbine type	1.00 EA	122.92	0.05	0.05 12.30	135.27	(0.00)	135.27
Totals: 910 Newton Ave			17.50	285.82	3.144.27	0.00	3.144.27

310 Rounsville St

DESCRIPTION	QUANTITY 1	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
307. Tear off, haul and dispose of comp. shingles - Laminated	1.27 SQ	92.99	0.00	11.82	129.92	(0.00)	129.92
308. Remove Laminated - comp. shingle rfg w/out felt	1.58 SQ	92.99	0.00	14.70	161.62	(0.00)	161.62
309. Roofing felt - 15 lb.	1.27 SQ	48.61	0.72	6.26	68.71	(0.00)	68.71
310. R&R Drip edge	45.66 LF	3.93	2.74	18.22	200.40	(0.00)	200.40
311. R&R Hip / Ridge cap - Standard profile - composition shingles	13.17 LF	11.78	1.85	15.68	172.67	(0.00)	172.67

CONTINUED - 310 Rounsville St

DESCRIPTION	QUANTITY UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Totals: 310 Rounsville St		5.31	66.68	733.32	0.00	733.32

903 N Madison

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Salt Shed							
317. Tear off, haul and dispose of comp. shingles - Laminated	15.00 SQ	92.99	0.00	139.48	1,534.33	(0.00)	1,534.33
318. Remove Laminated - comp. shingle rfg w/out felt	17.20 SQ	92.99	0.00	159.94	1,759.37	(0.00)	1,759.37
319. Laminated - comp. shingle rfg w/out felt	15.00 SQ	316.43	110.50	485.70	5,342.65	(0.00)	5,342.65
320. R&R Drip edge	171.00 LF	3.93	10.25	68.24	750.52	(0.00)	750.52
321. R&R Hip / Ridge cap - Standard profile - composition shingles	37.67 LF	11.78	5.30	44.92	493.97	(0.00)	493.97
322. Step flashing	4.75 LF	14.18	0.52	6.80	74.68	(0.00)	74.68
323. Remove Additional charge for high roof (2 stories or greater)	15.00 SQ	7.01	0.00	10.52	115.67	(0.00)	115.67
324. Additional charge for high roof (2 stories or greater)	15.00 SQ	29.81	0.00	44.72	491.87	(0.00)	491.87
325. R&R Gutter / downspout - aluminum up to $5\ensuremath{\text{"}}$	- 72.00 LF	12.21	21.62	90.06	990.80	(0.00)	990.80
Storage Shed							
326. Tear off, haul and dispose of comp. shingles - 3 tab	3.63 SQ	90.02	0.00	32.68	359.45	(0.00)	359.45
327. 3 tab - 25 yr comp. shingle roofing - w/out felt	4.33 SQ	300.72	29.03	133.12	1,464.27	(0.00)	1,464.27
328. Remove Additional charge for steep roof - 7/12 to 9/12 slope	1.92 SQ	18.54	0.00	3.56	39.16	(0.00)	39.16
329. Additional charge for steep roof - 7/12 to 9/12 slope	1.92 SQ	67.50	0.00	12.96	142.56	(0.00)	142.56
330. Roofing felt - 15 lb.	3.63 SQ	48.61	2.05	17.84	196.34	(0.00)	196.34
331. R&R Drip edge	77.32 LF	3.93	4.64	30.84	339.35	(0.00)	339.35
332. R&R Hip / Ridge cap - Standard profile - composition shingles	16.00 LF	11.78	2.25	19.06	209.79	(0.00)	209.79
333. R&R Continuous ridge vent - shingle-over style	5.33 LF	13.67	1.32	7.42	81.60	(0.00)	81.60
Totals: 903 N Madison			187.48	1,307.86	14,386.38	0.00	14,386.38
Line Item Totals: CITY_OF_WAUPUN	1-1		8,902.96	53,519.34	588,710.51	62,138.94	526,571.57

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PO Box 7264 London, KY 40742 Fax: 877-233-0917

Coverage	Item Total	%	ACV Total	%
Dwelling	581,403.50	98.76%	520,137.38	98.78%
Concession Stand	0.00	0.00%	0.00	0.00%
Restroom	0.00	0.00%	0.00	0.00%
Storage Building	0.00	0.00%	0.00	0.00%
Press Box	0.00	0.00%	0.00	0.00%
Baseball dugouts	0.00	0.00%	0.00	0.00%
General Conditions	0.00	0.00%	0.00	0.00%
Gazebo	0.00	0.00%	0.00	0.00%
Other Structures	7,307.01	1.24%	6,434.19	1.22%
Total	588,710.51	100.00%	526,571.57	100.00%



Summary for Dwelling

· ·	0
Line Item Total	519,765.77
Material Sales Tax	8,782.65
Subtotal	528,548.42
Overhead	26,427.54
Profit	26,427.54
Replacement Cost Value	\$581,403.50
Less Depreciation	(61,266.12)
Actual Cash Value	\$520,137.38
Net Claim	\$520,137.38
Total Recoverable Depreciation	61,266.12
Net Claim if Depreciation is Recovered	\$581,403.50
	

David Clark



Summary for Other Structures

J J	
Line Item Total	6,522.44
Material Sales Tax	120.31
Subtotal	6,642.75
Overhead	332.13
Profit	332.13
Replacement Cost Value	\$7,307.01
Less Depreciation	(872.82)
Actual Cash Value	\$6,434.19
Net Claim	\$6,434.19
Total Recoverable Depreciation	872.82
Net Claim if Depreciation is Recovered	\$7,307.01

David Clark



Recap of Taxes, Overhead and Profit

	Overhead (5%) Pr		Material Sales Tax (5.5%)	Services Mat'l Tax (5.5%)	Service Sales Tax (5.5%)	Manuf. Home Tax (5.5%)	Storage Tax (5.5%)
Line Ite	ms						
	26,759.67	26,759.67	8,902.96	0.00	0.00	0.00	0.00
Total							
	26,759.67	26,759.67	8,902.96	0.00	0.00	0.00	0.00



Recap by Room

Estimate: CITY_OF_WAUPUN1-1 201 Main St		36,736.72	6.98%
Coverage: Dwelling	100.00% =	36,736.72	
22 S. Madison Heritage		33,330.21	6.33%
Coverage: Dwelling	100.00% =	33,330.21	
123 S. Forest St		3,366.85	0.64%
Coverage: Dwelling	100.00% =	3,366.85	
510 E Spring St		54,207.14	10.30%
Coverage: Dwelling	100.00% =	54,207.14	
16 E. Main St		203,851.26	38.73%
Coverage: Dwelling	100.00% =	203,851.26	
301 Main St		1,885.91	0.36%
Coverage: Dwelling	100.00% =	1,885.91	
728 W Lincoln St		25,939.07	4.93%
Coverage: Dwelling	100.00% =	25,939.07	
313 N. Grove St		36,368.12	6.91%
Coverage: Dwelling	94.82% =	34,483.09	
Coverage: Other Structures	5.18% =	1,885.03	
559 Home Ave		19,047.30	3.62%
Coverage: Dwelling	77.80% =	14,819.31	
Coverage: Other Structures	22.20% =	4,227.99	
518 S. Madison		10,228.97	1.94%
Coverage: Dwelling	100.00% =	10,228.97	
200 Beaver Dam		20,471.95	3.89%
Coverage: Dwelling	100.00% =	20,471.95	
Forest Mount Cemetery		32,964.98	6.26%
Coverage: Dwelling	100.00% =	32,964.98	
404 Pine St		1,135.46	0.22%
Coverage: Dwelling	63.94% =	726.04	
Coverage: Other Structures	36.06% =	409.42	
300 N. Mill St		27,356.79	5.20%
Coverage: Dwelling	100.00% =	27,356.79	
716 Buwalda Dr.		3,004.16	0.57%
Coverage: Dwelling	100.00% =	3,004.16	
910 Newton Ave		2,840.95	0.54%
Coverage: Dwelling	100.00% =	2,840.95	
310 Rounsville St		661.33	0.13%
Coverage: Dwelling	100.00% =	661.33	
903 N Madison		12,891.04	2.45%
Coverage: Dwelling	100.00% =	12,891.04	
Subtotal of Areas		526,288.21	100.00%
Coverage: Dwelling	98.76% =	519,765.77	
CITY_OF_WAUPUN1-1		1/31/2025	Page: 1



Coverage: Other Structures

1.24% =

6,522.44

Total 526,288.21 100.00%



Recap by Category with Depreciation

O&P Items			RCV	Deprec.	ACV
GENERAL DEMOLITION			74,086.64		74,086.64
Coverage: Dwelling	@	98.42% =	72,916.51		
Coverage: Other Structures	@	1.58% =	1,170.13		
ELECTRICAL			2,193.17		2,193.17
Coverage: Dwelling	@	100.00% =	2,193.17		
HEAVY EQUIPMENT			528.42		528.42
Coverage: Dwelling	@	100.00% =	528.42		
HEAT, VENT & AIR CONDITIONING			11,557.12	557.58	10,999.54
Coverage: Dwelling	@	100.00% =	11,557.12		,
LABOR ONLY			1,786.45		1,786.45
Coverage: Dwelling	@	100.00% =	1,786.45		,
METAL STRUCTURES & COMPONENTS			27,652.20	2,379.39	25,272.81
Coverage: Dwelling	@	100.00% =	27,652.20	,	,
ROOFING			364,875.17	49,619.83	315,255.34
Coverage: Dwelling	@	98.53% =	359,522.86	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	, , , , , , , , ,
Coverage: Other Structures	@	1.47% =	5,352.31		
SIDING			6,727.74		6,727.74
Coverage: Dwelling	@	100.00% =	6,727.74		,
SOFFIT, FASCIA, & GUTTER			36,881.30	6,342.66	30,538.64
Coverage: Dwelling	@	100.00% =	36,881.30	,	,
O&P Items Subtotal			526,288.21	58,899.46	467,388.75
Material Sales Tax			8,902.96	3,239.48	5,663.48
Coverage: Dwelling	@	98.65% =	8,782.65		
Coverage: Other Structures	@	1.35% =	120.31		
Overhead			26,759.67		26,759.67
Coverage: Dwelling	@	98.76% =	26,427.54		
Coverage: Other Structures	@	1.24% =	332.13		
Profit	_		26,759.67		26,759.67
Coverage: Dwelling	@	98.76% =	26,427.54		
Coverage: Other Structures	@	1.24% =	332.13		
Total			588,710.51	62,138.94	526,571.57

	By: Bryce Hanke, its Managing Member	This Contract is accepted and Owner acknowledges receipt of BRH's Terms and Conditions: BRH Enterprises LLC Owner(s):	Owner hereby acknowledges receipt of the "Wisconsin 'Right to Cure Lowner hereby acknowledges receipt of the United States Environment Propamphlet entitled "The Lead-Safe Certified Guide to Renovate Right." Owner hereby acknowledges receipt of the "Notice of Consumer's Right Lien Waivers."	Owner hereby authorizes Owner's insurance company to release any and all information and documents relating to Owner's insurance coverage:	Please indicate whether, to the best of your knowledge, the Work contemplated by this contract is related to a claim under a property. Describing the best of my knowledge, the Work contemplated by this contract is related to a claim under a property. Date: Owner's Signature: Contractor's Signature: You may cancel this contract at any time before midnight on the third business day after you have received written that the claim has been denied in whole or in part under the property insurance policy. See the attached notice of explanation of this right.	CONT Date of Commencement. BRH will commence Work on or before (i) This fully executed Contract has been received by BRH, (ii) required state and local building and construction permits and appropriate work have been made by Owner. Substantial Completion. Substantial Completion shall occur on or before	Owner agrees to pay BRH for its performance of the Work: \$ 6 \$ Down Payment/Deductible Payment: \$ 34/037, 48 BRH will not be required to perform any Work until receipt of Final Payment: \$ 34/037, 48 All payments made by credit card of Checks payable to: BRH Enterpoly OWNER IS RESPONSIBLE FOR THE ENTIRE CO
Print Name	Signature	s receipt of BRH's Terms and Conditions: Owner(s):	Owner hereby acknowledges receipt of the "Wisconsin 'Right to Cure Law'" brochure. Owner hereby acknowledges receipt of the United States Environment Protection Agency pamphlet entitled "The Lead-Safe Certified Guide to Renovate Right." Owner hereby acknowledges receipt of the "Notice of Consumer's Right to Receive Lien Waivers."	y and all	dicate whether, to the best of your knowledge, the Work contemplated by this contract is related to a claim under a proficy: YES, to the best of my knowledge, the Work contemplated by this contract is related to a claim under a prolicy. NO, to the best of my knowledge, the Work contemplated by this contract is not related to a claim under a policy. Signature: Signature: Stor's Signature: cancel this contract at any time before midnight on the third business day after you have received written claim has been denied in whole or in part under the property insurance policy. See the attached notice of on of this right.	e of Commencement. BRH will commence Work on or before	TRACT PRICE (The Down Payment/D) will be assessed a fee or rises LLC, N8218 WI NTRACT PRICE F SURANCE COMP
Print Name	Signature		Initial Date	Signature Date	dicate whether, to the best of your knowledge, the Work contemplated by this contract is related to a claim under a property policy: YES, to the best of my knowledge, the Work contemplated by this contract is related to a claim under a property insurance policy. NO, to the best of my knowledge, the Work contemplated by this contract is not related to a claim under a property insurance policy. Signature: tor's Signature: cancel this contract at any time before midnight on the third business day after you have received written notice from your insurer laim has been denied in whole or in part under the property insurance policy. See the attached notice of cancellation form for an on of this right.	e of Commencement. BRH will commence Work on or before (i) This fully executed Contract has been received by BRH, (ii) the Down Payment/Deductible Payment has been received by BRH, (iii) all required state and local building and construction permits and approvals have been obtained, and (iv) all Selections affecting commencement of Work have been made by Owner. **Stantial Completion**. Substantial Completion shall occur on or before 6.1.25 subject to the Contract Terms and Conditions.	("Contract Price"). due upon the execution of this Contract. eductible Payment. due upon completion of the Work. equal to 3% of the charge. 28, Mayville, WI 53050 REGARDLESS OF THE AMOUNT PAID BY ANY.



Insured: City Of Waupun E-mail: jeff@cityofwaupunwi.gov

Property: 903 N MADISON ST WAUPUN TS, WI 53963

Business: 201 E Main St

Waupun, WI 53963-2019

Home: 903 N MADISON ST

WAUPUN TS, WI 53963

Claim Rep.: David Clark E-mail: david.clark@selective.com

Estimator: David Clark E-mail: david.clark@selective.com

Claim Number: 22646177 Policy Number: S 2198633 Type of Loss: Hail

Date Contacted: 7/22/2024 12:09 PM

Date of Loss: 5/20/2024 12:00 AM Date Received: 7/11/2024 12:00 AM Date Inspected: 7/26/2024 12:09 PM Date Entered: 7/18/2024 10:48 AM

Date Est. Completed: 1/6/2025 2:25 PM

Price List: WIMA8X_JUL24

Restoration/Service/Remodel

Estimate: CITY_OF_WAUPUN1

Important! Please Read First:

This estimate is prepared using prevailing prices of building materials and labor in your area. The decision to use and the choice of any particular contractor is entirely insured's privilege and ultimate responsibility. If the contractor you choose thinks he or she is unable to complete the specified repairs for the amount allowed in our estimate, please have your contractor contact your adjuster immediately. Any request for supplemental funds must be made prior to the supplemental work being performed, or such requests cannot be honored.

CITY_OF_WAUPUN1

Press Box

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Tear off, haul and dispose of comp. shingles - Laminated	4.58 SQ	92.99	0.00	21.30	447.19	(0.00)	447.19
2. Laminated - comp. shingle rfg w/out felt	5.00 SQ	316.43	36.83	80.94	1,699.92	(141.31)	1,558.61
3. Roofing felt - 15 lb.	1.76 SQ	48.61	1.00	4.34	90.89	(5.73)	85.16
Felt less ice/water							
4. Drip edge	85.00 LF	3.50	5.10	15.14	317.74	(16.75)	300.99
5. Continuous ridge vent - shingle-over style	24.00 LF	12.55	5.95	15.36	322.51	(19.58)	302.93
40. R&R Hip / Ridge cap - Standard profile - composition shingles	24.00 LF	11.78	3.38	14.28	300.38	(0.00)	300.38
6. Ice & water barrier	282.00 SF	2.22	7.91	31.70	665.65	(30.34)	635.31
7. Remove Additional charge for high roof (2 stories or greater)	4.58 SQ	7.01	0.00	1.60	33.71	(0.00)	33.71
8. Additional charge for high roof (2 stories or greater)	4.58 SQ	29.81	0.00	6.82	143.35	(0.00)	143.35
Totals: Press Box			60.17	191.48	4,021.34	213.71	3,807.63

Storage Building

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
9. Tear off, haul and dispose of comp. shingles - Laminated	26.32 SQ	92.99	0.00	122.38	2,569.88	(0.00)	2,569.88
10. Laminated - comp. shingle rfg w/out felt	29.00 SQ	316.43	213.63	469.50	9,859.60	(819.58)	9,040.02
11. Roofing felt - 15 lb.	15.34 SQ	48.61	8.68	37.72	792.08	(49.95)	742.13
Felt less ice/water							
12. Drip edge	208.00 LF	3.50	12.47	37.02	777.49	(41.01)	736.48
13. R&R Continuous ridge vent - shingle-over style	61.00 LF	13.67	15.13	42.46	891.46	(49.75)	841.71
14. Flashing - pipe jack	2.00 EA	66.26	1.99	6.72	141.23	(6.53)	134.70
15. Ice & water barrier	1,098.00 SF	2.22	30.80	123.42	2,591.78	(118.16)	2,473.62
16. R&R Gutter / downspout - aluminum - 6"	138.00 LF	15.51	63.76	110.20	2,314.34	(293.51)	2,020.83
Totals: Storage Building			346.46	949.42	19,937.86	1,378.49	18,559.37

Restroom



DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
17. Tear off, haul and dispose of comp. shingles - Laminated	14.32 SQ	92.99	0.00	66.58	1,398.20	(0.00)	1,398.20
18. Laminated - comp. shingle rfg w /out felt	16.00 SQ	316.43	117.87	259.04	5,439.79	(452.18)	4,987.61
19. Roofing felt - 15 lb.	14.32 SQ	48.61	8.10	35.20	739.40	(46.64)	692.76
Felt less ice/water							
20. Drip edge	170.00 LF	3.50	10.19	30.26	635.45	(33.52)	601.93
21. Continuous ridge vent - shingle-over style	49.40 LF	12.55	12.25	31.62	663.84	(40.29)	623.55
22. Flashing - pipe jack	1.00 EA	66.26	0.99	3.36	70.61	(3.27)	67.34
23. Flashing, 14" wide	11.00 LF	5.93	1.26	3.32	69.81	(4.14)	65.67
24. Ice & water barrier	$0.00\mathrm{SF}$	2.22	0.00	0.00	0.00	(0.00)	0.00
25. Gutter / downspout - aluminum - up to 5"	108.00 LF	11.54	32.43	63.94	1,342.69	(149.30)	1,193.39
Totals: Restroom			183.09	493.32	10,359.79	729.34	9,630.45

Varsity Concession

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
26. Tear off, haul and dispose of comp. shingles - Laminated	59.50 SQ	92.99	0.00	276.64	5,809.55	(0.00)	5,809.55
27. Laminated - comp. shingle rfg w/out felt	65.67 SQ	316.43	483.77	1,063.18	22,326.91	(1,855.92)	20,470.99
28. Roofing felt - 15 lb.	31.36 SQ	48.61	17.75	77.10	1,619.26	(102.14)	1,517.12
Felt less ice/water							
29. Drip edge	472.00 LF	3.50	28.30	84.02	1,764.32	(93.05)	1,671.27
30. Continuous ridge vent - shingle-over style	259.00 LF	12.55	64.24	165.74	3,480.43	(211.25)	3,269.18
31. Ice & water barrier	28.14 SF	2.22	0.79	3.16	66.42	(3.03)	63.39
32. Gutter / downspout - aluminum - up to 5"	395.00 LF	11.54	118.62	233.86	4,910.78	(546.08)	4,364.70
Totals: Varsity Concession			713.47	1,903.70	39,977.67	2,811.47	37,166.20

Baseball Dugouts EV

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV		
33. Tear off, haul and dispose of comp. shingles - Laminated	22.08 SQ	92.99	0.00	102.66	2,155.88	(0.00)	2,155.88		
8Dugouts. Hover measurements mutliplied	d by 8								
34. Laminated - comp. shingle rfg w/out felt	22.33 SQ	316.43	164.50	361.52	7,591.90	(631.08)	6,960.82		
6 Dugouts - Hover measurements mutliplied by 6									



CONTINUED - Baseball Dugouts EV

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV			
35. Roofing felt - 15 lb.	22.08 SQ	48.61	12.50	54.28	1,140.09	(71.91)	1,068.18			
6 Dugouts. Hover measurements mutliplied by 6										
36. Drip edge	640.00 LF	3.50	38.37	113.92	2,392.29	(126.17)	2,266.12			
6 Dugouts. Hover measurements mu	tliplied by 6									
39. General Laborer - per hour	2.00 HR	62.31	0.00	6.24	130.86	(0.00)	130.86			
Totals: Baseball Dugouts EV			215.37	638.62	13,411.02	829.16	12,581.86			

General Conditions

DESCRIPTION	QUANTITY U	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
41. Commercial Supervision / Project Management - per hour	50.00 HR	85.18	0.00	212.96	4,471.96	(0.00)	4,471.96
42. Temporary toilet (per month)	1.00 MO	170.00	0.00	8.50	178.50	(0.00)	178.50
43. Dumpster load - Approx. 30 yards, 5-7 tons of debris	3.00 EA	830.00	0.00	124.50	2,614.50	(0.00)	2,614.50
44. Temporary fencing - 1-4 months (per month)	100.00 LF	4.75	0.00	23.76	498.76	(0.00)	498.76
Totals: General Conditions			0.00	369.72	7,763.72	0.00	7,763.72
Line Item Totals: CITY OF WAUPUN	1	·	1.518.56	4,546.26	95,471,40	5,962.17	89,509,23

Grand Total Areas:

0.00	SF Walls	0.00	SF Ceiling	0.00	SF Walls and Ceiling
0.00	SF Floor	0.00	SY Flooring	0.00	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	0.00	LF Ceil. Perimeter
0.00	Floor Area	0.00	Total Area	0.00	Interior Wall Area
0.00	Exterior Wall Area	0.00	Exterior Perimeter of		
			Walls		
10.710.00		07.41	N 1 60	645.50	m db da i
19,740.98	Surface Area 1	97.41	Number of Squares	645.58	Total Perimeter Length
240.81	Total Ridge Length	0.00	Total Hip Length		

SELECTIVE Selective

PO Box 7264 London, KY 40742 Fax: 877-233-0917

Coverage	Item Total	%	ACV Total	%	
Dwelling	8,194.96	8.58%	8,194.96	9.16%	
Concession Stand	39,977.67	41.87%	37,166.20	41.52%	
Restroom	10,359.79	10.85%	9,630.45	10.76%	
Storage Building	19,937.86	20.88%	18,559.37	20.73%	
Press Box	3,720.96	3.90%	3,507.25	3.92%	
Baseball dugouts	13,280.16	13.91%	12,451.00	13.91%	
Total	95,471.40	100.00%	89,509.23	100.00%	



Summary for Dwelling

Line Item Total	7,801.34
Material Sales Tax	3.38
Subtotal	7,804.72
Overhead	195.12
Profit	195.12
Replacement Cost Value	\$8,194.96
Less Deductible	(8,194.96)
Net Claim	\$0.00

David Clark

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Summary for Concession Stand

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Line Item Total	37,360.50
Material Sales Tax	713.47
Subtotal	38,073.97
Overhead	951.85
Profit	951.85
Replacement Cost Value	\$39,977.67
Less Depreciation	(2,811.47)
Actual Cash Value	\$37,166.20
Less Deductible	(1,805.04)
Net Claim	\$35,361.16
Total Recoverable Depreciation	2,811.47
Net Claim if Depreciation is Recovered	\$38,172.63

David Clark



Summary for Restroom

·	
Line Item Total	9,683.38
Material Sales Tax	183.09
Subtotal	9,866.47
Overhead	246.66
Profit	246.66
Replacement Cost Value	\$10,359.79
Less Depreciation	(729.34)
Actual Cash Value	\$9,630.45
Net Claim	\$9,630.45
Total Recoverable Depreciation	729.34
Net Claim if Depreciation is Recovered	\$10,359.79

David Clark



Summary for Storage Building

·	
Line Item Total	18,641.98
Material Sales Tax	346.46
Subtotal	18,988.44
Overhead	474.71
Profit	474.71
Replacement Cost Value	\$19,937.86
Less Depreciation	(1,378.49)
Actual Cash Value	\$18,559.37
Net Claim	\$18,559.37
Total Recoverable Depreciation	1,378.49
Net Claim if Depreciation is Recovered	\$19,937.86

David Clark



Summary for Press Box

J	
Line Item Total	3,486.97
Material Sales Tax	56.79
Subtotal	3,543.76
Overhead	88.60
Profit	88.60
Replacement Cost Value	\$3,720.96
Less Depreciation	(213.71)
Actual Cash Value	\$3,507.25
Net Claim	\$3,507.25
Total Recoverable Depreciation	213.71
Net Claim if Depreciation is Recovered	\$3,720.96

David Clark



Summary for Baseball dugouts

~ ·, ·	
Line Item Total	12,432.41
Material Sales Tax	215.37
Subtotal	12,647.78
Overhead	316.19
Profit	316.19
Replacement Cost Value	\$13,280.16
Less Depreciation	(829.16)
Actual Cash Value	\$12,451.00
Net Claim	\$12,451.00
Total Recoverable Depreciation	829.16
Net Claim if Depreciation is Recovered	\$13,280.16

David Clark



Recap of Taxes, Overhead and Profit

Overhead (2.5%)		Profit (2.5%)	Material Sales Tax (5.5%)	Services Mat'l Tax (5.5%)	Service Sales Tax (5.5%)	Manuf. Home Tax (5.5%)	Storage Tax (5.5%)	
Line Iter	ms							
	2,273.13	2,273.13	1,518.56	0.00	0.00	0.00	0.00	
Total								
	2,273.13	2,273.13	1,518.56	0.00	0.00	0.00	0.00	



Recap by Room

Estimate: CITY_OF_WAUPUN1			
Press Box		3,769.69	4.22%
Coverage: Dwelling	7.50% =	282.72	
Coverage: Press Box	92.50% =	3,486.97	
Storage Building		18,641.98	20.85%
Coverage: Storage Building	100.00% =	18,641.98	
Restroom		9,683.38	10.83%
Coverage: Restroom	100.00% =	9,683.38	
Varsity Concession		37,360.50	41.79%
Coverage: Concession Stand	100.00% =	37,360.50	
Baseball Dugouts EV		12,557.03	14.04%
Coverage: Dwelling	0.99% =	124.62	
Coverage: Baseball dugouts	99.01% =	12,432.41	
General Conditions		7,394.00	8.27%
Coverage: Dwelling	100.00% =	7,394.00	
Subtotal of Areas	-	89,406.58	100.00%
Coverage: Dwelling	8.73% =	7,801.34	
Coverage: Concession Stand	41.79% =	37,360.50	
Coverage: Restroom	10.83% =	9,683.38	
Coverage: Storage Building	20.85% =	18,641.98	
Coverage: Press Box	3.90% =	3,486.97	
Coverage: Baseball dugouts	13.91% =	12,432.41	
Total		89,406.58	100.00%

Recap by Category with Depreciation

O&P Items			RCV	Deprec.	ACV
GENERAL DEMOLITION			14,588.99		14,588.99
Coverage: Dwelling	@	17.86% =	2,604.96		
Coverage: Concession Stand	@	37.93% =	5,532.91		
Coverage: Restroom	@	9.13% =	1,331.62		
Coverage: Storage Building	@	17.88% =	2,608.28		
Coverage: Press Box	@	3.14% =	458.00		
Coverage: Baseball dugouts	@	14.07% =	2,053.22		
LABOR ONLY			4,383.62		4,383.62
Coverage: Dwelling	@	100.00% =	4,383.62		
ROOFING			61,936.43	4,714.01	57,222.42
Coverage: Dwelling	@	0.27% =	167.76	,	- ,
Coverage: Concession Stand	@	44.03% =	27,269.29		
Coverage: Restroom	@	11.47% =	7,105.44		
Coverage: Storage Building	@	22.58% =	13,985.78		
Coverage: Press Box	@	4.89% =	3,028.97		
Coverage: Baseball dugouts	@	16.76% =	10,379.19		
SOFFIT, FASCIA, & GUTTER			7,852.54	937.34	6,915.20
Coverage: Concession Stand	@	58.05% =	4,558.30		,
Coverage: Restroom	@	15.87% =	1,246.32		
Coverage: Storage Building	@	26.08% =	2,047.92		
TEMPORARY REPAIRS			645.00		645.00
Coverage: Dwelling	@	100.00% =	645.00		
O&P Items Subtotal			89,406.58	5,651.35	83,755.23
Material Sales Tax			1,518.56	310.82	1,207.74
Coverage: Dwelling	@	0.22% =	3.38		_,,, -, -, -, -, -, -, -, -, -, -, -, -,
Coverage: Concession Stand	@	46.98% =	713.47		
Coverage: Restroom	@	12.06% =	183.09		
Coverage: Storage Building	@	22.82% =	346.46		
Coverage: Press Box	@	3.74% =	56.79		
Coverage: Baseball dugouts	@	14.18% =	215.37		
Overhead			2,273.13		2,273.13
Coverage: Dwelling	@	8.58% =	195.12		
Coverage: Concession Stand	@	41.87% =	951.85		
Coverage: Restroom	@	10.85% =	246.66		
Coverage: Storage Building	@	20.88% =	474.71		
Coverage: Press Box	@	3.90% =	88.60		
Coverage: Baseball dugouts	@	13.91% =	316.19		
Profit			2,273.13		2,273.13
Coverage: Dwelling	@	8.58% =	195.12		
Coverage: Concession Stand	@	41.87% =	951.85		
Coverage: Restroom	@	10.85% =	246.66		
Coverage: Storage Building	@	20.88% =	474.71		
Coverage: Press Box	@	3.90% =	88.60		
Coverage: Baseball dugouts	@	13.91% =	316.19		
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Total 95,471.40 5,962.17 89,509.23