

AGENDA
BUDGET & FINANCE COMMITTEE MEETING
Tuesday, August 11, 2020 at 7:00 p.m.
Jackson Area Community Center
N168 W20330 Hickory Lane
Jackson, WI 53037

1. Call to Order and Roll Call
2. Approval of Minutes for the Budget & Finance Meeting of July 14, 2020
3. Approval of July 2020 Treasurer’s Report and Check Register
4. Change Order #2 – Municipal Complex Building
5. Pay Request #4 – Municipal Complex Building
6. Change Order #1 – Spruce Street & Ridgeway Drive Extension Project
7. Pay Request #1 – Spruce Street & Ridgeway Drive Extension Project
8. Citizens to address the Budget & Finance Committee
9. Adjourn

Persons with disabilities requiring special accommodations for attendance at the meeting should contact the Village Hall at least one (1) business day prior to the meeting.

It is possible that members of the Village Board may attend the above meeting. No action will be taken by any governmental body at this meeting other than the governmental body specifically referred to in this meeting notice. This notice is given so that members of the Village Board may attend the meeting without violating the open meeting law.

DRAFT MINUTES
Budget & Finance Committee Meeting
Tuesday, July 14, 2020 at 7:00 p.m.
Jackson Village Hall
N168 W20733 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call

Pres. Schwab called the meeting to order at 7:00 p.m.

Members Present: Trustees Heckendorf and Olson.

Village Board Members Present: Trustees Kruepke and Lippold.

Staff Present: Brian Kober, Chief Swaney, Kelly Valentino, Chief Vossekuil, John Walther and Jilline Dobratz.

2. Approval of minutes for the Budget & Finance meeting of June 9, 2020

Motion by Tr. Olson, second by Tr. Heckendorf to approve the Budget & Finance minutes of June 9, 2020.

Vote: 3 ayes, 0 nays. Motion carried.

3. Approval of the June 2020 Treasurer's Report and Check Register

Motion by Tr. Olson, second by Tr. Heckendorf to approve the June 2020 Treasurer's Report and Check Register as presented.

Vote: 3 ayes, 0 nays. Motion carried.

John Walther reported budget comparisons were emailed for review. Revenues are significantly lower and probably won't catch up. Tr. Heckendorf questioned the Community Center telephone charges for the year. Kelly Valentino will check into it. Tr. Heckendorf inquired on the percentage of rent for Kettlebrook Church. Kelly Valentino explained they did not rent during the lock down and were not charged. They have an agreement with the church and are charged for what they use, it's not a flat fee.

4. Pay Request #2 – Municipal Complex Building

Brian Kober commented this includes Change Order #1 that was approved at the last meeting. The walls are now insured as they are off site.

Motion by Pres. Schwab, second by Tr. Heckendorf to recommend Village Board approve payment for Pay Request #2 – Municipal Complex Building in the amount of \$500,220.22 to Mike Koenig Construction Co., Inc.

Vote: 3 ayes, 0 nays. Motion carried.

5. Pay Request #3 – Municipal Complex Building

Motion by Tr. Heckendorf, second by Tr. Olson to recommend Village Board approve Pay Request #3 – Municipal Complex Building not to exceed \$338,481.20 to Mike Koenig Construction Co., Inc.

Vote: 3 ayes, 0 nays. Motion carried.

6. Pay Request #3 – Jackson Park Alley Project

Motion by Pres. Schwab, second by Tr. Olson to recommend Village Board approve Pay Request #3 – Jackson Park Alley Project to Payne & Dolan in the amount of \$85,037.32.

Vote: 3 ayes, 0 nays. Motion carried.

7. Resolution #20-09 Final Special Assessment Jackson Park Alley Project

Motion by Pres. Schwab, second by Tr. Olson to recommend Village Board approve the assessment in the amount of \$28,527.50 for Resolution #20-09 Final Special Assessment Jackson Park Alley Project.

Vote: 3 ayes, 0 nays. Motion carried.

8. Resolution #20-10 Final Special Assessment Chateau Dr & Hickory Ln Project

Motion by Pres. Schwab, second by Tr. Heckendorf to recommend Village Board approve the assessment of \$58,067.83 for Resolution #20-10 Final Special Assessment Chateau Dr & Hickory Ln Project.

Vote: 3 ayes, 0 nays. Motion carried.

9. Review of Bids - 2020 Road and Utility Project – Hunters Road

Brian Kober provided background information. Wondra Construction had the low bid. They are also the contractor for the Spruce Street and Ridgeway Road extension project. Before the Board of Public Works meeting, there was an informal information meeting with the Hunters Road residents.

Motion by Tr. Heckendorf, second by Tr. Olson to recommend Village Board approve Review of Bids – 2020 Road and Utility Project – Hunters Road to Wondra Construction in the amount of \$458,548.12.

Vote: 3 ayes, 0 nays. Motion carried.

10. Resolution #20-11 Preliminary Special Assessment 2020 Road and Utility Project – Hunters Road

Brian Kober stated special assessing is the process we have been going through. The special assessments will be for sidewalks and storm laterals.

Motion by Pres. Schwab, second by Tr. Heckendorf to recommend Village Board approve Resolution #20-11 Preliminary Special Assessment 2020 Road and Utility Project – Hunters Road.

Pres. Schwab inquired if there has been coverage and good response from the residents on the project. Brian Kober replied everyone received a letter, they had a meeting, all the properties are visited, and the residents are talked to.

Vote: 3 ayes, 0 nays. Motion carried.

11. Engineering Services for Phosphorus Compliance – Town & Country

Brian Kober reported the timeframe does not change even though it is being contested. We are in year three of the process. Testing or alternative methods will start in August. The plan has to be to the DNR by the end of September.

Motion by Pres. Schwab, second by Tr. Olson to recommend Village Board approve Engineering Services for Phosphorus Compliance – Town & Country in an amount not to exceed \$15,000.00.

Vote: 3 ayes, 0 nays. Motion carried.

12. Bielinski Homes Reimbursement Cedar Creek Water Main

Motion by Pres. Schwab, second by Tr. Olson to recommend Village Board approve Bielinski Homes Reimbursement Cedar Creek Water Main in the amount of \$65,265.00.

Brian Kober commented this is the water main from Hidden Creek Court to Jackson Drive. The water main will serve the future development of Laurel Springs Villas. In the future the properties that will be attached to the Village hook up in 2021 could be a possible Special Assessment.

Vote: 3 ayes, 0 nays. Motion carried.

13. Review of Quote for Final Surface of Cedar Creek Road

Brian Kober provided information on the proposal for a 1.5" lift, the Village standard is a 2" lift of asphalt. The recommendation from the Board of Public Works is to go back to Payne & Dolan to get a quote for a 2" lift and have the Town of Jackson put on another .5" on their portion of the road. This is from the railroad tracks west to County Trunk Highway P.

Motion by Tr. Olson, second by Tr. Heckendorf to recommend Village Board deny the Quote for Final Surface of Cedar Creek Road and request a 2" lift quote from Payne & Dolan.

Vote: 3 ayes, 0 nays. Motion carried.

14. Review of Quotes for Well #3 Sand Issue

Brian Kober reread the memo from the Water Utility Supervisor. Well #3 has been offline since June when it started pumping sand. Two competitive quotes were received. They will try to redevelop the well.

Motion by Tr. Olson, second by Tr. Heckendorf to recommend Village Board approve the Quote for Well #3 Sand Issue to Water Well Solutions in the amount of \$14,920.00.

Vote: 3 ayes, 0 nays. Motion carried.

15. Citizens to address the Budget & Finance Committee

None.

16. Adjourn

Motion by Pres. Schwab, second by Tr. Olson to adjourn at 7:19 p.m.

Vote: 3 ayes, 0 nays. Motion carried.

Respectfully submitted:

Jilline Dobratz, *CMC/WCMC*
Village Clerk

TREASURERS REPORT

(Depository Accounts)

July 31, 2020

	BALANCE 6/30/2020	BALANCE 7/31/2020
<u>GENERAL:</u>		
GENERAL CHECKING	\$464,684.34	\$918,407.29
ANTIQUE FIRE TRUCK	\$4,999.66	\$5,000.26
CREDIT CARD ACCOUNT	\$25,474.21	\$42,058.17
HIPAA ACCOUNT	\$810,241.00	\$835,000.05
MONEY MARKET	\$4,848,930.82	\$4,349,879.02
JUNE 2019 BORROWS	\$71,251.55	\$71,260.13
PARK FEES	\$237,583.28	\$245,452.57
FIRE/RESCUE RESERVE	\$6,146.78	\$6,147.52
EMS FUNDING ESCROW	\$6,220.10	\$6,220.85
POLICE & FIRE IMPACT FEES	\$14,493.27	\$27,896.21
TD AMERITRADE - 6.4M	\$5,955,925.08	\$5,112,905.33
TD AMERITRADE - 1.8M	\$1,902,197.81	\$1,904,865.83
	-----	-----
TOTAL GENERAL	\$14,348,147.90	\$13,525,093.23
	-----	-----
<u>WATER UTILITY:</u>		
WATER UTILITY DEPRECIATION FUND	\$22,864.55	\$22,867.30
WATER UTILITY RESERVE	\$118,884.20	\$118,898.51
WATER IMPACT FEES	\$6,730.96	\$14,932.50
	-----	-----
TOTAL WATER UTILITY	\$148,479.71	\$156,698.31
	-----	-----
<u>SEWER UTILITY:</u>		
SEWER DEPRECIATION FUND	\$5,749.66	\$5,750.35
SEWER UTILITY RESERVE	\$74,247.10	\$74,256.04
DNR REPLACEMENT FUND	\$1,066,424.03	\$1,066,552.38
SEWER SPECIAL REDEMPTION FUND	\$2,499.81	\$2,500.11
SO. INTERCEPTOR IMPACT FEE	\$51,198.42	\$51,978.65
SEWER SERVICE FEES	\$1,775,844.35	\$1,816,061.65
	-----	-----
TOTAL SEWER UTILITY	\$2,975,963.37	\$3,017,099.18
	-----	-----
	-----	-----
GRAND TOTAL:	\$17,472,590.98	\$16,698,890.72
	-----	-----

GENERAL VILLAGE CHECKING

Accounting Checks

Posted From: 7/01/2020 From Account:
 Thru: 7/31/2020 Thru Account:

Check Nbr	Check Date	Payee	Amount
100925	7/02/2020	A-1 POOLS RUBY SAND / PARKS	47.80
100926	7/02/2020	AMAZON CAPITAL SERVICES FOREHEAD THERMOMETERS / JPD	636.71
100927	7/02/2020	AT&T MAY 20 - JUNE 19, 2020 MONTHLY PHONE	509.60
100928	7/02/2020	AURORA HEALTH CARE JUNE 2020 PHARMACY SUPPLIES / JFD	250.59
100929	7/02/2020	BINSFELD, JOHN RENTAL REFUND / REC	255.00
100930	7/02/2020	CENTURY LINK JUNE 2020 MONTHLY BILL / STREETS / WATER	64.81
100931	7/02/2020	CHARTER COMMUNICATIONS ACCT#8245110560080488 / JFD	139.30
100932	7/02/2020	CHARTER SPECTRUM COST FOR CABLE WIRE REPAIR / JUNE 2020	3,476.77
100933	7/02/2020	CLOTHES CLINIC, INC. JUNE 2020 MATS / V HALL	65.82
100934	7/02/2020	COMPUTER EXPLORERS /CTCE CSI CLASS / LEGO MANIA / REC	720.00
100935	7/02/2020	CORE & MAIN LP SUPPLIES / WWTP / WATER	1,241.36
100936	7/02/2020	DOLNICK, JED M. HEALTH INSURANCE / JULY 2020 / JPD	170.60
100937	7/02/2020	EMERGENCY MEDICAL PRODUCTS, INC. MEDICAL SUPPLIES / JFD	255.61
100938	7/02/2020	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC ANNUAL ARC GIS ONLINE CREATER LICENSE	2,500.00
100939	7/02/2020	FLITSCH, MARK BUILDING PERMIT REFUND / #20-20353	100.00
100940	7/02/2020	GRAEF LAUREL SPRINGS ADDITION / MAY 2020	4,974.96
100941	7/02/2020	JOHNSON AND SONS PAVING ASPHALT MILL / FINE GRADE / PAVE	25,322.00
100942	7/02/2020	LAABS, RONALD J. HEALTH/VISION / DENTAL / JULY 2020 / JPD	2,138.53
100943	7/02/2020	MARSHALL-BOND PUMPS, INC. MAINTENANCE SUPPLIES / WWTP	541.95

GENERAL VILLAGE CHECKING

Accounting Checks

Posted From: 7/01/2020 From Account:
 Thru: 7/31/2020 Thru Account:

Check Nbr	Check Date	Payee	Amount
100944	7/02/2020	MARTELLE WATER TREATMENT, INC. AQUA MAG BULK / WATER	1,775.84
100945	7/02/2020	MATENAER PLUMBING, INC. REPAIR OUTSIDE PLAYGROUND FAUCET / REC	285.76
100946	7/02/2020	OFFICE DEPOT MISC. OFFICE SUPPLIES / JFD	145.56
100947	7/02/2020	RUSS, CHAD REIMBURSE CELL PHONE / JULY 2020 / WWTP	50.00
100948	7/02/2020	SKODINSKI, JOHN M. HEALTH & DENTAL / JULY 2020 / JFD	294.30
100949	7/02/2020	TOWN & COUNTRY ENGINEERING, INC. SENIOR ENGINEERING TECH / WATER / WWTP	148.75
100950	7/02/2020	WEST BEND FIRE DEPT ALS INTERCEPT / MAY 2020	600.00
100951	7/02/2020	WISCONSIN STATE FIREFIGHTERS ASSOC WSFA MEMBERSHIP / CHIEF SWANEY / JFD	25.00
100952	7/02/2020	WOLLNER PLUMBING & EXCAVATING, LLC WATER MAIN VALVE LEAK / WATER	3,055.00
100953	7/02/2020	ZIGNEGO, JENNIFER REFUND REC CLASS (2) / REC	40.00
100954	7/10/2020	180 RENOVATIONS MISC. BUILDING MAINTENANCE / JFD	538.61
100955	7/10/2020	A/E GRAPHICS, INC. MISC. PRINTING SUPPLIES / WWTP	233.50
100956	7/10/2020	AFLAC JUNE 14, 2020 - JULY 15, 2020	873.56
100957	7/10/2020	ALLIED 100 AED DEFIBRILLATOR PLUS SUPPLIES / JPD	1,960.00
100958	7/10/2020	ASCEND TALENT STRATEGIES, INC PSYCHOLOGICAL TESTING-NEW OFFICER / JPD	495.00
100959	7/10/2020	AT&T MOBILITY ACCT #287298726432 / SQ 2 WI-FI / JPD	34.45
100960	7/10/2020	AURORA HEALTH CARE ACCT #600005550 / NEW HIRE SCREEN / JPD	111.00
100961	7/10/2020	B&L GRAPHIC SOLUTIONS NO PLASTIC BAGS STICKERS / STREETS	125.00
100962	7/10/2020	CINTAS CORPORATION CLEANING SUPPLIES / REC	26.41

GENERAL VILLAGE CHECKING

Accounting Checks

Posted From: 7/01/2020 From Account:
 Thru: 7/31/2020 Thru Account:

Check Nbr	Check Date	Payee	Amount
100963	7/10/2020	COMPANION LIFE INSURANCE COMPANY GROUP #950-14-04058 / JULY 2020	835.69
100964	7/10/2020	CONLEY MEDIA, LLC JUNE 2020 MONTHLY NOTICES	350.36
100965	7/10/2020	DIGGERS HOTLINE INC. JUNE 2020 TICKETS	392.03
100966	7/10/2020	EAGLE ENGRAVING, INC. APPARATUS / TEAM TAGS / JFD	28.00
100967	7/10/2020	ENVIROTECH EQUIPMENT CAMERA REPAIR / SHOP SUPPLIES / WWTP	236.00
100968	7/10/2020	EQUAL RIGHTS DIVISION JUNE 2020 WORK PERMITS	60.00
100969	7/10/2020	EVOQUA WATER TECHNOLOGIES LLC METER BILLING / WWTP	308.95
100970	7/10/2020	FASTENAL COMPANY SUPPLIES / WATER	133.96
100971	7/10/2020	FISHER, RENEE REIMBURSE PROGRAM SUPPLIES / REC	100.49
100972	7/10/2020	FLAGHOUSE INC ACCT #0010429009 / FITNESS BARS / REC	79.50
100973	7/10/2020	FOX BROTHER'S PIGGLY WIGGLY ACCT #1710 / JUNE 2020	100.85
100974	7/10/2020	FOX VALLEY TECHNICAL COLLEGE CUST ID #300065493 / TRAINING / JFD	250.00
100975	7/10/2020	GILLITZER ELECTRICAL CONTRACTORS, INC. HICKORY PARK REPAIRS / PARKS	184.18
100976	7/10/2020	GREAT-WEST DEFERRED COMP / 07-06-20 PAYROLL	2,490.00
100977	7/10/2020	HALVORSON, MARK PROGRAM REFUND / REC	25.00
100978	7/10/2020	HAWKINS INC. MISC. CHEMICALS / WWTP	695.47
100979	7/10/2020	HUCKE EXTERIORS REFUND OVERPAYMENT PEDDLER'S PERMIT	15.00
100980	7/10/2020	JACKSON PROFESSIONAL POLICE ASSOCIATION UNION DUES / JULY 2020	448.00
100981	7/10/2020	JACKSON TRUCK BODY DOWN PAYMENT / 2 SERVICE BODIES / WATER	18,000.00

GENERAL VILLAGE CHECKING

Accounting Checks

Posted From: 7/01/2020 From Account:
 Thru: 7/31/2020 Thru Account:

Check Nbr	Check Date	Payee	Amount
100982	7/10/2020	LANGE ENTERPRISES, INC. MISC. SIGNS / STREETS	145.39
100983	7/10/2020	LEACH, CARLA M. REIMBURSEMENT FLOWERS / STREETS	17.85
100984	7/10/2020	MASTER PRINTWEAR T-SHIRTS / JFD	157.50
100985	7/10/2020	MATENAER PLUMBING, INC. REPAIR REZNOR UNIT HEATER / V HALL	434.95
100986	7/10/2020	MENARDS - WEST BEND MISC. SUPPLIES / PARKS	408.84
100987	7/10/2020	NEENAH FOUNDRY COMPANY MUNICIPAL FRAME / SOLID LID (2) / WWTP	610.00
100988	7/10/2020	OFFICE COPYING EQUIPMENT LTD ACCT #6779665 / JUNE COPIES, LEASE / REC	292.40
100989	7/10/2020	OFFICE DEPOT MISC. OFFICE SUPPLIES / REC	53.97
100990	7/10/2020	PERSONALIZED AWARDS VOLLEYBALL PLAQUE AWARDS / REC	91.60
100991	7/10/2020	PIEPER ELECTRIC, INC. SERVICE WORK / WWTP	3,384.38
100992	7/10/2020	PITNEY BOWES GLOBAL FINANCIAL SRV LLC APR 30 2020-JULY 29 2020 LEASE / ADMIN	439.20
100993	7/10/2020	PMF LANDSCAPE SUPPLY, LLC 5 YDS RIVER ROCK / N.W. PASSAGE SIGN	475.00
100994	7/10/2020	PROS 4 TECHNOLOGY, INC. JULY 2020 MONTHLY BILLING	3,159.28
100995	7/10/2020	REINDERS, INC. MISC. SUPPLIES / STREETS / PARKS	340.03
100996	7/10/2020	SABEL MECHANICAL LLC RAKE ASSEMBLY / LABOR / WWTP	10,769.45
100997	7/10/2020	SCHLOEMER LAW FIRM CLIENT #11387-000 / JUNE 2020	480.80
100998	7/10/2020	SECURIAN FINANCIAL GROUP, INC. AUGUST 2020 MONTHLY BILLING	1,496.44
100999	7/10/2020	ST. JOSEPHS COMMUNITY HOSPITAL DIAGNOSTIC SERVICE / JPD	33.00
101000	7/10/2020	STAFFORD ROSENBAUM LLP CLIENT #030228 / MAY 2020 BILLING / WWTP	495.00

GENERAL VILLAGE CHECKING

Accounting Checks

Posted From: 7/01/2020 From Account:
 Thru: 7/31/2020 Thru Account:

Check Nbr	Check Date	Payee	Amount
101001	7/10/2020	SUPERIOR CHEMICAL CORPORATION JANITORIAL SUPPLIES / REC	120.33
101002	7/10/2020	TENNIES ACE HARDWARE INC. ACCT#48714 / JUNE 2020 / JFD	26.55
101003	7/10/2020	U.S. CELLULAR ACCT #300168393 / MONTHLY BILL / JFD	165.47
101004	7/10/2020	UNEMPLOYMENT INSURANCE ACCT #693348-000-9 / 6/01/20-6/30/20	870.96
101005	7/10/2020	VALENTINO, KELLY REIMBURSE CONCESSIONS PURCHASED / REC	17.94
101006	7/10/2020	VILLAGE MART ACCT #JPOLIC / JUNE 2020 MONTHLY BILL	1,224.49
101007	7/10/2020	WE ENERGIES GROUP BILL #0400-824-339 -JUNE 2020 BILL	31,473.61
101008	7/10/2020	WENGER CONSTRUCTION INC PIPE LEAK REPAIR / STREETS	174.50
101009	7/10/2020	WI SCTF 07-06-20 PAYROLL WITHHOLDING	498.72
101010	7/10/2020	WISCONSIN DEPT OF JUSTICE ACCT#L6707T- JUNE 2020 BACKGROUND CHECKS	77.00
101011	7/10/2020	XEROX CORPORATION ACCT #718212004 / JUNE COPIES/ ADMIN	215.18
101012	7/10/2020	ZINGALE, PATRICK MAILBOX REIMBURSEMENT / STREETS	30.00
101013	7/10/2020	ZOPF, MEREDITH PROGRAM REFUND / REC	25.00
101014	7/17/2020	AIR ONE EQUIPMENT INC SCBA FLOW TESTING / JFD	1,457.00
101015	7/17/2020	AIRGAS USA, LLC OXYGEN CYL RENT / JUNE 2020 / JFD	64.84
101016	7/17/2020	AMAZON CAPITAL SERVICES MISC. SUPPLIES / ELECTIONS/ JPD / JFD	576.37
101017	7/17/2020	ASCEND TALENT STRATEGIES, INC SELECTION ASSESS / 2 FIREFIGHTERS / JFD	990.00
101018	7/17/2020	AT&T JUNE 2020 MONTHLY BILL / PARKS / REC	273.95
101019	7/17/2020	BEHAN, SONYA JULY 2020 CLASSES / REC	350.00

GENERAL VILLAGE CHECKING

Accounting Checks

Posted From: 7/01/2020 From Account:
 Thru: 7/31/2020 Thru Account:

Check Nbr	Check Date	Payee	Amount
101020	7/17/2020	CAWLEY COMPANY, THE SUPPLIES / JFD	3.20
101021	7/17/2020	CEDAR CORPORATION SERVICES THRU 6-20-20	50,304.26
101022	7/17/2020	CEDAR CREST SPECIALTIES, INC SPLASH PARK CONCESSIONS / REC	256.87
101023	7/17/2020	CENTURY LINK JUNE 2020 MONTHLY BILL / ADMIN	47.51
101024	7/17/2020	CHARTER COMMUNICATIONS JULY 2020 SERVICES / JPD / JFD	254.28
101025	7/17/2020	CHEMTRADE CHEMICALS US LLC ALUM SULFATE / WWTP	3,491.26
101026	7/17/2020	CINTAS CORP FIRST AID SUPPLIES / STREETS	286.79
101027	7/17/2020	CLOTHES CLINIC, INC. JULY 2020 MATS / V HALL	65.82
101028	7/17/2020	COUNTY WIDE EXTINGUISHER, INC. ANNUAL FIRE EXT INSPECTIONS	296.65
101029	7/17/2020	DEMPSEY LAW FIRM, LLP JUNE 2020 ATTORNEY FEES	2,283.00
101030	7/17/2020	DUNCAN, JO JUMBINI / JUNE 24-JULY 29, 2020 / REC	100.00
101031	7/17/2020	EMERGENCY MEDICAL PRODUCTS, INC. MEDICAL SUPPLIES / JFD	464.41
101032	7/17/2020	ENDURACLEAN, INC. MISC. SUPPLIES / WWTP	702.30
101033	7/17/2020	EVOQUA WATER TECHNOLOGIES LLC SDI SYSTEM / WWTP	386.00
101034	7/17/2020	FIT4YOU, LLC KICK, PUNCH, CRUNCH-JUNE 22-JULY 13 2020	120.00
101035	7/17/2020	FRANL INDUSTRIES, INC. SPRAY FOAM INSULATION-ROOF REPAIR / WWTP	4,500.00
101036	7/17/2020	GERKE, KARIE E. JUNE - JULY 2020 CLASSES / REC	385.00
101037	7/17/2020	GILLITZER ELECTRICAL CONTRACTORS, INC. LADIES ROOM MAINTENANCE / V HALL	155.93
101038	7/17/2020	GLASENAPP, SUZANNE DOG (2) & CAT LICENSE OVERPAYMENT	40.00

GENERAL VILLAGE CHECKING

Accounting Checks

Posted From: 7/01/2020 From Account:
 Thru: 7/31/2020 Thru Account:

Check Nbr	Check Date	Payee	Amount
101039	7/17/2020	GOSCHEY MECHANICAL INC. ELECTRICAL REPAIR / WWTP	246.80
101040	7/17/2020	GREATAMERICA FINANCIAL SVCS JUNE 2020 COPIER LEASE / REC	123.00
101041	7/17/2020	HELD, TOM PARK SHELTER REIMBURSEMENT / REC	90.00
101042	7/17/2020	IMPACT ACQUISITIONS LLC 07/06/2020 - 10/05/2020 LEASE / WATER	457.00
101043	7/17/2020	IVERSON, WENDY M JUNE-AUGUST 2020 CLASSES / REC	360.00
101044	7/17/2020	JACKSON TRUCK BODY LIFT GATE REPAIR / STREETS	3,990.00
101045	7/17/2020	LAMB, CAITLIN JUNE 25 - AUG 6, 2020 CLASSES / REC	210.00
101046	7/17/2020	LEGACY POOL & HOT TUB PUMP MOTOR / GASKET / PARKS	2,723.99
101047	7/17/2020	MATENAER PLUMBING, INC. ROOF TOP UNIT REPAIR / V HALL	812.65
101048	7/17/2020	MCMASTER CARR SUPPLY CO TUBE SCRAPERS / WWTP	47.43
101049	7/17/2020	MENARDS - WEST BEND MISC. SUPPLIES / CAP PRJT	635.24
101050	7/17/2020	MID-MORAINNE MUNICIPAL ASSOCIATION 2020-2021 MEMBERSHIP DUES	455.97
101051	7/17/2020	MIKE KOENIG CONSTRUCTION CO INC MUNICIPAL COMPLEX / PAYMENT NO. 3	838,701.42
101052	7/17/2020	NATIONAL RECREATION & PARK ASSOCIATION VALENTINO/ LOOMANS /2020 MEMBERSHIP/ REC	150.00
101053	7/17/2020	O'REILLY AUTOMOTIVE, INC MISC. BELTS / WWTP	28.00
101054	7/17/2020	PAYNE & DOLAN, INC. PAY REQUEST #3/2019 JACKSON PARK ALLEY	85,037.32
101055	7/17/2020	PROS 4 TECHNOLOGY, INC. JULY 2020 MONTHLY SERVICE / JFD	374.00
101056	7/17/2020	REICH, GREGORY JULY 9-30, 2020 CARTOONING / REC	64.00
101057	7/17/2020	ROGAN'S SHOES, INC. ACCT #1901 / WORK BOOTS / WWTP	116.00

GENERAL VILLAGE CHECKING

Accounting Checks

Posted From: 7/01/2020 From Account:
 Thru: 7/31/2020 Thru Account:

Check Nbr	Check Date	Payee	Amount
101058	7/17/2020	SABEL MECHANICAL LLC WATER PUMP / LABOR / WWTP	1,821.58
101059	7/17/2020	SALAMONE SUPPLIES HAND SANITIZER / REC	55.40
101060	7/17/2020	SAM'S CLUB/GEMB JUNE 2020 MONTHLY CHARGES / REC	63.14
101061	7/17/2020	SAN-A-CARE INC DISINFECTANT WIPES / REC	223.38
101062	7/17/2020	SCHAEFER'S SERVICE CENTER, INC. MISC. MAINTENANCE / JFD	1,272.32
101063	7/17/2020	SHRED-IT USA 06/8/2020 SERVICE / V HALL	129.61
101064	7/17/2020	SIGMA-ALDRICH INC MISC. SUPPLIES / WWTP	251.75
101065	7/17/2020	TEN 2 COMMUNICATIONS LLC FACE MASKS,COVERALLS / JPD	510.00
101066	7/17/2020	TENNIES ACE HARDWARE INC. ACCT#51327 / JUNE 2020	651.69
101067	7/17/2020	USA BLUE BOOK MARKING FLAGS / SUPPLIES / WWTP	98.67
101068	7/17/2020	VILLAGE MART ACCT #JFD / JUNE 2020	927.92
101069	7/24/2020	ADVANCED DISPOSAL ACCT #E1011086 / JUNE 2020	35,125.63
101070	7/24/2020	AMAZON CAPITAL SERVICES MISC. SUPPLIES / JPD	253.98
101071	7/24/2020	BMCI CONSTRUCTION INC CONCRETE SLAB / SHELTER 2 / PARKS	6,350.00
101072	7/24/2020	BMO HARRIS BANK N.A. JUNE 2020 MONTHLY CHARGES	1,214.74
101073	7/24/2020	BRINKS, JUSTIN REIMBURSE COMPUTER SUPPLIES / JPD	12.23
101074	7/24/2020	CHARTER COMMUNICATIONS ACCT #8245110560007580 / ADMIN	22.57
101075	7/24/2020	COSTCO 2020 RENEWAL / REC	189.90
101076	7/24/2020	GALOVITS, SARA PROGRAM REFUND / REC	75.00

GENERAL VILLAGE CHECKING

Accounting Checks

Posted From: 7/01/2020 From Account:
 Thru: 7/31/2020 Thru Account:

Check Nbr	Check Date	Payee	Amount
101077	7/24/2020	GREAT-WEST DEFERRED COMP / 07-20-20 PAYROLL	2,490.00
101078	7/24/2020	INTEGRITY AUTO REPAIR VEHICLE MAINTENANCE / JPD	589.94
101079	7/24/2020	JACKSON WATER UTILITY 2ND QTR 2020 / VILLAGE HALL	3,415.66
101080	7/24/2020	JIM'S AUTO BODY SQUAD 1 MIRROR REPAIR / JPD	90.74
101081	7/24/2020	KRUEPKE PRINTING BUILDING INSPECTION REPORT FORM	73.50
101082	7/24/2020	LEE CARTER CONSTRUCTION LLC DOWN PAYMENT / WELL #4 ROOF REPAIR	5,228.00
101083	7/24/2020	LEMKE, DIANE UTILITY SERVICES FOR JULY 6-JULY 19 2020	192.00
101084	7/24/2020	MEYER, BECKY PROGRAM REFUND / REC	52.00
101085	7/24/2020	O'REILLY AUTOMOTIVE, INC HEADLIGHT / JPD	25.96
101086	7/24/2020	OFFICE DEPOT MISC. OFFICE SUPPLIES / REC & WATER	132.77
101087	7/24/2020	PIEPER ELECTRIC, INC. REPLACED EXTERIOR LAMPS / REC	1,311.18
101088	7/24/2020	POLICE AND SHERIFFS PRESS, THE SECURE ID CARDS / JPD	32.55
101089	7/24/2020	STREICHER'S INC. NAMEPLATE & MEMO PADS / JPD	161.69
101090	7/24/2020	U.S. CELLULAR JULY 2020 MONTHLY BILL	744.33
101091	7/24/2020	VILLAGE MART ACCT #VJACK / JUNE 2020	1,542.32
101092	7/24/2020	WE ENERGIES OUTDOOR LIGHTING / STH 60 / MAIN ST	3,179.48
101093	7/24/2020	WEST BEND SCHOOL DISTRICT JUNE 2020 PARKING FEES	3,380.37
101094	7/24/2020	WI SCTF PIN#5239581 / CASE#4508FA000017	498.72
101095	7/24/2020	WI SCTF PIN#5462403 / R & D FEES	65.00

GENERAL VILLAGE CHECKING

Accounting Checks

Posted From: 7/01/2020 From Account:
Thru: 7/31/2020 Thru Account:

Check Nbr	Check Date	Payee	Amount
101096	7/31/2020	AIRGAS USA, LLC 2 CL OXYGEN USP / JFD	104.58
101097	7/31/2020	AMAZON CAPITAL SERVICES MISC. SUPPLIES /EQUIPMENT-REC/ JFD/ JPD	437.63
101098	7/31/2020	AT&T JUNE 20 - JUL 19 2020 MONTHLY BILL	436.33
101099	7/31/2020	AURORA HEALTH CARE JULY 2020 PHARMACY SUPPLIES / JFD	41.26
101100	7/31/2020	BOARDMAN & CLARK LLP CLIENT #28011 / JUNE 2020	11,126.65
101101	7/31/2020	CEDAR CREST SPECIALTIES, INC SPLASH PARK CONCESSIONS / REC	551.66
101102	7/31/2020	CLOTHES CLINIC, INC. JULY 2020 MATS / V HALL	65.82
101103	7/31/2020	COMPANION LIFE INSURANCE COMPANY AUGUST 2020 DENTAL INSURANCE	871.24
101104	7/31/2020	COMPLETE OFFICE OF WISCONSIN HAND SANITIZER W/DISPENSER / SUPPLIES	503.49
101105	7/31/2020	CONLEY MEDIA, LLC 6/28/20-7/25/20 PUBLISHING COSTS	190.94
101106	7/31/2020	CONWAY SHIELD MISC. GEAR/UNIFORMS / JFD	8,710.00
101107	7/31/2020	EMERGENCY MEDICAL PRODUCTS, INC. MEDICAL SUPPLIES / JFD	276.58
101108	7/31/2020	ENDURACLEAN, INC. MISC. SUPPLIES / JFD	118.70
101109	7/31/2020	FISHER, RENEE REIMBURSE PHONE / JULY 2020 / REC	35.00
101110	7/31/2020	GENERAL COMMUNICATIONS, INC. MISC. EQUIPMENT / JFD	23.85
101111	7/31/2020	GROTA APPRAISALS, LLC ANNUAL ASSESSOR CONTRACT / AUGUST 20	2,705.00
101112	7/31/2020	HUYSER, JAMES REIMBURSE 3" ROLLER PURCHASED / JFD	12.66
101113	7/31/2020	JACKSON TRUCK BODY 14 GAUGE STEEL / JFD	92.42
101114	7/31/2020	KRUEPKE PRINTING 2ND QTR PRINTING BILL	584.00

GENERAL VILLAGE CHECKING

Accounting Checks

Posted From: 7/01/2020 From Account:
 Thru: 7/31/2020 Thru Account:

Check Nbr	Check Date	Payee	Amount
101115	7/31/2020	MASTER PRINTWEAR MISC. CLOTHING / JFD & REC	195.00
101116	7/31/2020	OFFICE DEPOT MISC. SUPPLIES / REC	295.21
101117	7/31/2020	PIEPER ELECTRIC, INC. LAUREL SPRINGS SUBDIVISION SERVICES	23,087.00
101118	7/31/2020	POSITIVE PROMOTIONS, INC. JR FIREFIGHTER HATS/ COLOR PENCILS / JFD	712.66
101119	7/31/2020	SAN-A-CARE INC MISC. JANITORIAL SUPPLIES / REC	53.31
101120	7/31/2020	SUPERIOR CHEMICAL CORPORATION MISC. SUPPLIES / JFD	394.41
101121	7/31/2020	U.S. CELLULAR MONTHLY SERVICE 7/14/20-8/13/20 / JFD	146.23
Grand Total			1,263,873.07

GENERAL VILLAGE CHECKING

Accounting Checks

Posted From: 7/01/2020 From Account:
Thru: 7/31/2020 Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	113,836.16
Total Expenditure from Fund # 150 - HOTEL / MOTEL	703.34
Total Expenditure from Fund # 200 - WATER UTILITY	44,647.36
Total Expenditure from Fund # 300 - SEWER UTILITY	61,370.90
Total Expenditure from Fund # 500 - RECREATION-VILL/TOWN	10,637.27
Total Expenditure from Fund # 600 - CAPITAL PROJECT FUND	1,008,029.03
Total Expenditure from Fund # 670 - TID #7	2,922.00
Total Expenditure from Fund # 900 - FIRE & RESCUE	21,727.01
Total Expenditure from all Funds	1,263,873.07

**SECTION 00 63 63
CHANGE ORDER**

Change Order No. 2

Date of Issuance:	July 10, 2020	Effective Date:	July 8, 2020
Owner:	Village of Jackson	Owner's Contract No.:	B-20
Contractor:	Mike Koenig Construction Co.	Contractor's Project No.:	
Engineer:	Cedar Corporation	Engineer's Project No.:	J5789-002
Project:	Municipal Complex	Contract Name:	

The Contract is modified as follows upon execution of this Change Order:

Description:

1	ADD Lump Sum Landfill Disposal Costs ("Tipping Fees" + Mark-up + Bond)	=	\$4,258.17 ✓
2	ADD 115 CY Excavation Below Subgrade (Bid Item #4) @ \$12.55/CY	=	\$1,443.25 ✓
3	ADD 115 CY Imported Fill Material (Bid Item #1) @ \$22.75/CY	=	\$2,616.25 ✓
4	ADD Lump Sum Alternate Exterior Brick Material	=	\$38,274.00 ✓
5	ADD 42.45 TN of 4"-8" Stone @ \$40.00/TN	=	\$1,698.00 ✓
6	ADD 5,450 SY of Tensar BX1200 Geogrid @ \$3.55/SY	=	\$19,347.50 ✓
7	ADD 7500 TN of 3" WisDOT Specified Dense Graded Stone @ \$19.75/TN	=	\$148,125.00 ✓
8	Delete 7,500 TN of 1 1/4" Crushed Aggregate Base Course (Bid Item #7) @ \$16.80/TN	=	(\$126,000.00) ✓
	TOTAL	=	\$89,762.17

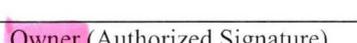
Reason for Change Order:

- a) Change Order Item Nos. 1-3: Cost associated with debris removal/excavation and disposal from within an existing razed structure foundation located within the project site.
- b) Change Order Item No. 4: Change to specified brick manufacturer (Endicott) due to delayed availability of material necessitating the Owner's selection of an alternate brick manufacturer/product (Pacific Clay). Increased cost associated with the difference between the cost of the Specified Brick Material and the Alternate Brick Material as selected.
- c) Change Order Item No. 5: Cost associated with stone material used within first build pad area soil stabilization test strip conducted on 6/18/20 as directed by Owner.
- d) Change Order Item Nos. 6-8: Existing soil conditions / moisture content warrants the evaluation of an alternate stabilization method beneath the building pad area. As a result of a test strip conducted on site on 6/30/20, the stabilization method as recommended by Giles Engineering (Geogrid with 24" thickness of WisDOT specified 3" Dense Graded Stone) proved successful and therefore, will be installed within the entire building pad area. The recommended 24" - 3" stone stabilization layer will eliminate the installation of the 24" thick layer of 1 1/4" Dense Graded Stone which was included as a unit price item within the original contract.

Attachments: (List documents supporting change)

- a) Change Order Item Nos. 1 -3: 1) Work Change Directive No. 2, 2) Contractor's cost submittal related to actual costs dated 7/8/20.
- b) Change Order Item No. 4: Work Change Directive No. 3
- c) Change Order Item No. 5: 1) E-mail correspondence from Contractor to Owner and Engineer dated 6/17/20 related to proposed unit price for proposed stone material, 2) 2 EA material weight tickets from Lannon Stone Products dated 6/18/20.
- d) Change Order Item Nos. 6-8: 1) Work Change Directive No. 4, 2) Work Change Directive No. 5

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:	
Original Contract Price		Original Contract Times:	
\$ <u>11,595,340.00</u>		Substantial completion (date):	<u>September 17, 2021</u>
		Ready for Final Payment (date):	<u>October 15, 2021</u>
Increase (Decrease) from previous approved Change Orders No. <u>1</u> to No. <u>1</u> :		from previous Change Orders:	
\$ <u>9,207.50</u>		No. <u>1</u> to No. <u>1</u> :	
		Substantial Completion (days):	<u>0</u>
		Ready for Final Payment (days):	<u>0</u>
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ <u>11,604,547.50</u>		Substantial completion (date):	<u>September 17, 2021</u>
		Ready for Final Payment (date):	<u>October 15, 2021</u>
Increase (Decrease) of this Change Order:		Increase (Decrease) this Change Order:	
\$ <u>89,762.17</u>		Substantial Completion (days):	<u>0</u>
		Ready for Final Payment (days):	<u>0</u>
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ <u>11,694,309.67</u>		Substantial completion (date):	<u>September 17, 2021</u>
		Ready for Final Payment (date):	<u>October 15, 2021</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u>	By: <u></u>	By: <u></u>
Engineer (if required)	Owner (Authorized Signature)	CONTRACTOR (Authorized Signature)
Title: <u>Senior Construction Manager</u>	Title: _____	Title: <u>Project manager</u>
Date: <u>July 10, 2020</u>	Date: _____	Date: <u>7-14-20</u>

Approved by Funding Agency (if applicable):

By: _____ Date: _____

Title: _____

**SECTION 00 63 49
WORK CHANGE DIRECTIVE**

Work Change Directive No. 2

Date of Issuance:	May 26, 2020	Effective Date:	May 26, 2020
Owner:	Village of Jackson	Owner's Contract No:	B-20
Contractor:	Mike Koenig Construction Co.	Contractor's Project No:	
Engineer:	Cedar Corporation	Engineer's Project No:	J5789-002
Project:	Municipal Complex	Contract Name:	

Contractor is directed to proceed promptly with the following change(s):

Description:

Work/Cost associated with the removal and disposal of existing foundation backfill material:

- 1) ADD Lump Sum Landfill Disposal Costs – Actual Cost: To Be Determined
- 2) ADD Estimated 200 CY Excavation Below Subgrade @ \$12.55/CY = \$2,510.00
- 3) ADD Estimated 200 CY Imported Fill Material @ \$22.75/CY = 4,550.00

Attachments:

- 1) RFI #4 Submitted 5/22/20 by Contractor, Responded to 5/26/20 by Engineer

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- Non-agreement on pricing of proposed change.
 Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ 9,570.00 + Landfill Costs [increase] .
Contract Time 0 days [increase] [decrease].

Basis of estimated change in Contract Price:

- Lump Sum Unit Price
 Cost of the Work Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By: <u></u> Engineer (Authorized Signature)	By: <u></u> Owner (Authorized Signature)	By: <u></u> Contractor (Authorized Signature)
Title: <u>Senior Construction Manager</u>	Title: <u>Director of Public Works</u>	Title: <u>5/27/20</u>
Date: <u>May 26, 2020</u>	Date: <u>5/27/2020</u>	Date: <u>Project manager</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



REQUEST FOR INFORMATION (RFI)
(Add additional sheets as necessary to provide adequate information)

Project Name:	Jackson Municipal Complex	From (Name):	Pete Schmoll
Project Number:	J5789-002	From (Company):	MKC
Request Number:	4	Phone:	920-457-0923
Date:	5/19/2020		

Specified Item: Removal of Existing Foundation Fill

Spec Section: 03 45 00 Paragraph No: N/A

Drawing & Detail(s) No: N/A

Clarification is requested for the following: See Attached RFI from MKC

Supporting Data Attached	<input type="checkbox"/> Drawings	<input type="checkbox"/> Product Data	<input type="checkbox"/> Samples
	<input type="checkbox"/> Tests	<input type="checkbox"/> Reports	<input checked="" type="checkbox"/> Sketch

Submitted by:

Firm: Mike Koenig Construction
Address:
Phone: 920-457-0923
Fax: N/A
Email: Pete Schmoll <petes@mikekoenigconstruction.com>
Name: Pete Schmoll, Project Manager
Date: 5/19/2020

Response:

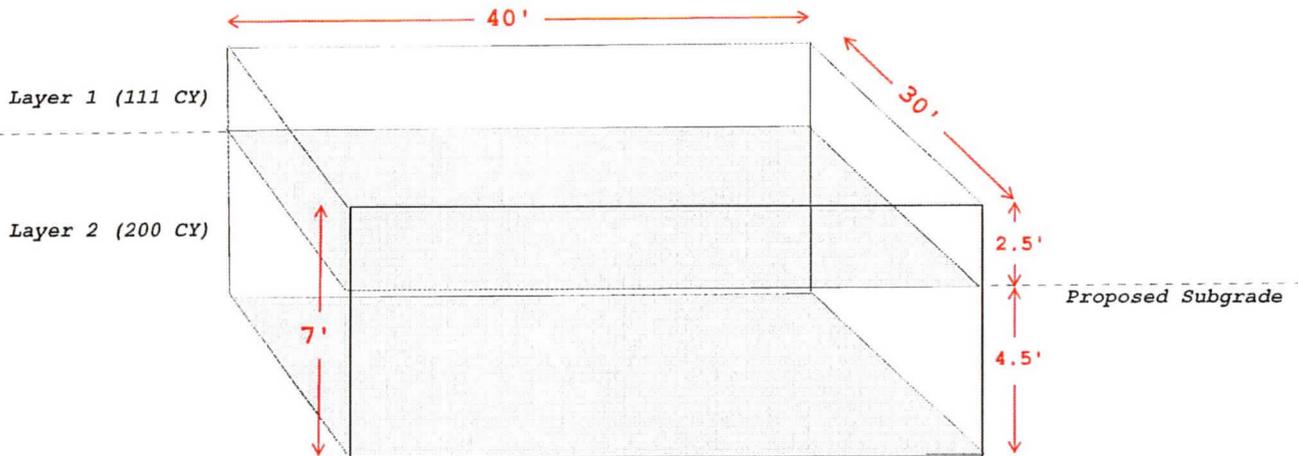
Resulting from a site meeting held on 5/20/20 attended by B. Kober, D. Kroes, J. Kossman and a representative of Spielvogel, it was decided that the foundation backfill material is not considered clean/usable material and should be excavated and disposed of offsite. Payment for material removal, disposal and backfill discussed as follows:

Layer 1 to be removed and disposed of under the earthwork item with only cost to Owner related to land fill disposal fees.

Layer 2 to be removed and disposed of under the Excavation Below Subgrade (EBS) established unit price of \$12.55/CY plus landfill disposal fees.

Backfill of Excavation: Excavation to be backfilled using the Imported Fill Material established unit price of \$22.75/ CY

ESTIMATED VOLUMES & UNIT PRICE ITEM COSTS:



Layer 1 (111 CY): Removal	= \$0.00	Disposal (Landfill Cost) = \$ TBD
Layer 2 (200 CY): Removal @ \$12.55/CY	= \$2,510.00	Disposal (Landfill Cost) = \$ TBD
Backfill (200 CY): Imp.Fill@ \$22.75/CY	= \$4,550.00	
<hr/>		
Estimated Unit Price Item Cost	= \$9,570.00	

By: D. Kroes 5/22/20

Distribution: Owner Contractor
 Architect Field

By: Douglas Kroes 5/22/20



RFI

Date:

RFI No.: #4

To: Kris Dressler

RE: Removal of Existing Foundation Fill

From: Pete Schmoll

Subcontractor: Spielvogel Excavating

Requested Info:

How are we to proceed with the work related to fill that was placed at the existing house foundations prior to the start of work. It is our recommendation that the fill material that was used be removed and replaced with documented fill.

Depending on what the type and condition of this material is there are 3 scenarios

1. If it is quality fill material it can be used as fill else ware on site – No change to Contract Cost
2. If it is clean fill, i.e. concrete mortar and or stone but not useable on site it can be removed per contract unit price for excavation below subgrade \$12.55 per C.Y.
3. If it is contaminated with wood, drywall, roofing etc. it will need to be taken to a landfill, cost will need to be determined.

Date Response Requested:

This is not a Change Order, a Construction Change Directive or a Request for Proposal.

Interpretation:

Signed: Pete Schmoll

Date:



July 8, 2020

Jackson Municipal Complex
N168W19721 Main St
Jackson, WI 543037

PCO #5: Existing Foundation Removal

Mike Koenig Construction Co. Inc. proposes to supply labor, materials and equipment to remove the existing house foundation rubble and backfill with imported fill per the following specifications.

- Excavate and dispose of exiting foundation rubble and miscellaneous materials
 - \$1,443.25
- Backfill excavation with imported fill
 - \$2,616.25
- Tipping fees at dumpsite and landfill (see attached)
 - \$3,900.17

Labor & Material: \$ 7,949.67
Mark-up: \$ 195.00 (Tipping fees only)
Bond: \$ 163.00
NET SUM OF: \$ 8,307.67

Please sign below to indicate your approval.

Owner Signature

Date

Note: If this proposal is accepted an official contract change order will be issued which will adjust the total contract amount accordingly.

Respectfully Submitted,

MIKE KOENIG CONST. CO., INC.

Pete Schmoll
Project Manager

Project Name: Jackson Municipal Complex
 Project Number: J5789-002
 Specified Item: Removal of Existing Foundation Fill
 Reference: Work Change Directive No. 2



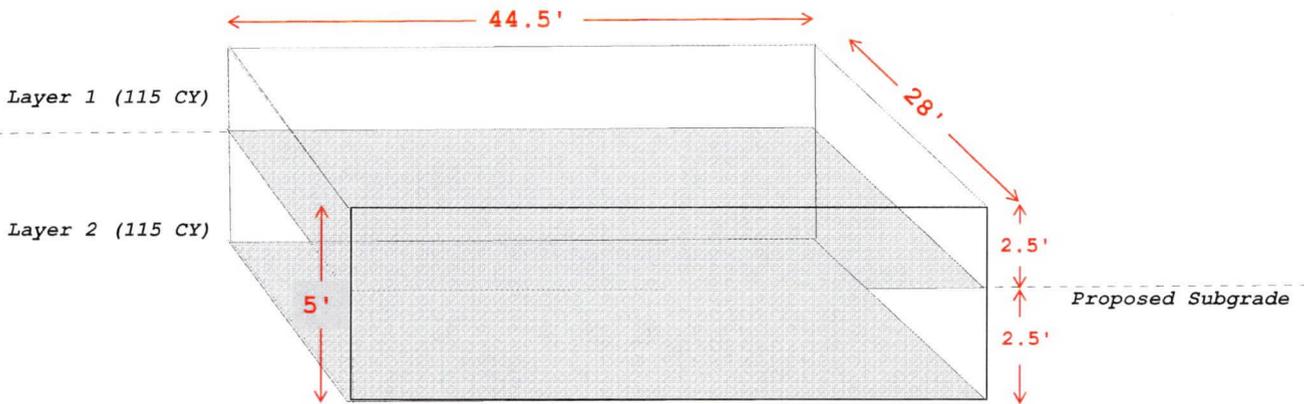
Actual volume of work area measured by representatives of Contractor, Engineer and grading subcontractor on 6/5/20

Layer 1 to be removed and disposed of under the earthwork item with only cost to Owner related to land fill disposal fees.

Layer 2 to be removed and disposed of under the Excavation Below Subgrade (EBS) established unit price of \$12.55/CY plus landfill disposal fees.

Backfill of Excavation: Excavation to be backfilled using the Imported Fill Material established unit price of \$22.75/ CY

ACTUAL VOLUMES & UNIT PRICE ITEM COSTS :



Layer 1 (115 CY): Removal	= \$0.00	Disposal (Landfill Cost) = \$	\$2,800.00 (28 loads disposed at Moraine Park)
Layer 2 (115 CY): Removal @ \$12.55/CY	= \$1,443.25	Disposal (Landfill Cost) = \$	\$1,100.17 (1 load disposed at landfill)
Backfill (115 CY): Imp.Fill@ \$22.75/CY	= \$2,616.25		
Estimated Unit Price Item Cost	= \$4,059.50		Total Disposal \$3,900.17

Prepared By: D. Kroes, Cedar Corporation 6/5/20

**SECTION 00 63 49
WORK CHANGE DIRECTIVE**

Work Change Directive No. 3

Date of Issuance:	June 8, 2020	Effective Date:	June 8, 2020
Owner:	Village of Jackson	Owner's Contract No:	B-20
Contractor:	Mike Koenig Construction Co.	Contractor's Project No:	
Engineer:	Cedar Corporation	Engineer's Project No:	J5789-002
Project:	Municipal Complex	Contract Name:	

Contractor is directed to proceed promptly with the following change(s):

Description:

Change to specified brick manufacturer (Endicott) due to delayed availability of material necessitating the Owner's selection of an alternate brick manufacturer/product (Pacific Clay). Proposed increase cost associated with the difference between the cost of the Specified Brick Material and the Alternate Brick Material as selected:

- 1) ADD Lump Sum \$38,274.00: Cost differential between Specified Brick Material & selected Alternate Brick Material
- 2) ADD Cost of Work Not to Exceed \$7,357.43: Anticipated Contractor cost /efforts related to brick material inspection, trimming and waste.

Attachments:

- 1) Contractor's proposal dated 6/8/20 "PCO #4 Precast Brick Change".
- 2) E-mail correspondence from Contractor to Engineer dated 6/8/20: Explanation of cost increase & quality.
- 3) E-mail correspondence between Engineer & Contractor dated 6/3/20 and 6/5/20 respectively with attachment: Cost increase documentation.
- 4) Email correspondence between Engineer & Contractor dated 5/20/20, 5/28/20 and 6/1/20 related to notification of alternate brick selection / increased cost.

Alternatives Considered:

- 1) Direct Contractor to proceed with original specified brick material resulting in an estimated delay in construction schedule of five (5) months.
- 2) Reenter into the process of searching for an alternate brick manufacturer/material which will accommodate:
 - 1) Material availability/delivery lead time,
 - 2) Colors and finish acceptable to Owner's representatives and,
 - 3) Cost nearer to original specified brick material. Based on previous brick selection process, an estimated delay to construction schedule would be one (1)+ month(s).

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ 38,274.00 + \$7,357.43 (T&M N.T.E.) [increase].
Contract Time 0 days [increase] [decrease].

Basis of estimated change in Contract Price:

- Lump Sum Unit Price
 Cost of the Work Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:  Engineer (Authorized Signature)
Title: Senior Construction Manager
Date: June 8, 2020
Approved by Funding Agency (if applicable)

By:  Owner (Authorized Signature)
Title: Director of Public Works
Date: 6/10/2020

By:  Contractor (Authorized Signature)
Title: Project Manager
Date: 6-10-20

By: _____ Date: _____
Title: _____



June 8, 2020
REVISED

Jackson Municipal Complex
N168W19721 Main St
Jackson, WI 543037

PCO #4: Precast Brick Change

Mike Koenig Construction Co. Inc. proposes to supply labor, materials and equipment to provide the alternative selected brick per the following specifications.

- Provide County Materials 60% Pacific Clay Medium Iron Spot Velour and 40% Pacific Clay Light Iron Spot Velour in lieu of the original specified Endicott brick
 - County Materials Brick \$ 74,501.57
 - Endicott Brick \$ 38,765.00
- Add: \$ 35,736.57

Labor & Material: \$ 35,737.00
Mark-up: \$ 1,787.00
Bond: \$ 750.00
NET SUM OF: \$ 38,274.00

Alternate: Added labor to deal with cloud ceramic brick
(The Pacific Clay products aren't to PCI tolerance (even though the supplier states they are). These will require trimming to length, width and throwing away/moving to cut brick pile of all warped brick. This does not happen very often if at all with a PCI brick.)

T&M Not to Exceed \$7,357.43

Please sign below to indicate your approval.

Owner Signature

Date

Respectfully Submitted,

MIKE KOENIG CONST. CO., INC.

Pete Schmoll

Pete Schmoll
Project Manager

Doug Kroes

From: Pete Schmoll <petes@mikekoenigconstruction.com>
Sent: Monday, June 8, 2020 6:57 AM
To: Kristopher Dressler; Doug Kroes
Subject: Precast Brick Change

Doug,

Below you will find my questions and the response from Stonecast regarding the conversation we had on Friday afternoon about the added cost for the Pacific Clay Brick.

Please let me know if you have any additional questions.

1. Is the brick PCI certified, if so how is it that it does not meet the tolerance? **They are saying it is, but the only PCI tolerant brick facilities are Endicott, Summitville, Metro and Belden. They are saying this project will be to tolerance.**
2. How are you aware of this issue with the Pacific Cay Bricks, have you used this brick in the past? If you have used it is the end result equal to other PCI certified bricks? **I have had them on a couple of jobs, just not at this facility. We can't assume these will be perfect.**
3. Will every brick need to be trimmed? Is the trimming required due to the actual manufactured size of the brick as compared to the Endicott or because of poor tolerance? **No. Not every brick, but there will be, say 20-25% that will need something done to fit. For example, we are using a non-PCI brick on a school right now. Most of the blend fits fine, but one color has about 30% of the brick that are 1/16"-1/8" too long. Those must be set aside each day, then trimmed to fit.**
4. Can you provide a guarantee/warranty that the finish product will be satisfactory both in appearance and performance. Obviously it needs to look good, but is there any concern that these brick will fail in any manner i.e. cracking, breaking, fall of etc.? **We are the ones responsible for the precast end product. That's why we added the labor to make sure you and your customer has a good looking finished product. Assuming the brick aren't warped, there is no reason we can't make them work. The brick shouldn't "fail" in any manner. Just more work than if it were the spec'd brick. If there isn't any cutting or re-work, we can credit this back if all the brick are perfect.**

Thanks,

Pete Schmoll
Project Manager
Mike Koenig Construction Co. Inc.
Cell: 920-619-3150
Office: 920-457-0923
Email: petes@mikekoenigconstruction.com

Doug Kroes

From: Pete Schmoll <petes@mikekoenigconstruction.com>
Sent: Friday, June 5, 2020 2:42 PM
To: Doug Kroes
Cc: Kristopher Dressler
Subject: RE: Brick Selection: Requested Information
Attachments: Jackson PCO#4 Precast Brick Change Revised 6-5.pdf

Please find the attached revised proposal along with brick quote backup documentation.

Thanks,

Pete Schmoll
Project Manager
Mike Koenig Construction Co. Inc.
Cell: 920-619-3150
Office: 920-457-0923
Email: petes@mikekoenigconstruction.com

From: Doug Kroes [mailto:doug.kroes@cedarcorp.com]
Sent: Wednesday, June 3, 2020 6:47 PM
To: Pete Schmoll <petes@mikekoenigconstruction.com>
Cc: Kristopher Dressler <kris.dressler@cedarcorp.com>
Subject: RE: Brick Selection: Requested Information
Importance: High

Pete: In light of your reported increased cost related to the alternate selected brick material and furthermore, to get the brick selection item moving forward into production, at your earliest convenience please provide us with the following information:

- Detailed price quotes from suppliers,(volume of quoted brick material, ancillary process charges, etc.), related to; 1) Original specified/bid brick material and, 2) Alternate selected brick material.

We will obviously need this information for justification purposes to the Owner and subsequent processing through the contract.

Thank you,

Doug Kroes

Senior Construction Manager

Cedar Corporation

W61 N497 Washington Avenue | Cedarburg | WI | 53012

Office: 262-204-2360 ext 1403 | TF: 800-472-7372

Cell: 920-246-6326

doug.kroes@cedarcorp.com

https://link.edgepilot.com/s/36a51b4b/uSJdHMa9VkeWQQ8_zZYD5Q?u=http://www.cedarcorp.com/ | [LinkedIn](#) | [Facebook](#) | [Twitter](#)

This e-mail and any attachments may contain proprietary and confidential information from Cedar Corporation. Please visit our website at <https://link.edgepilot.com/s/dd2d970e/FU5i3nWPc0GfYOhvZGUbrA?u=http://www.cedarcorp.com/disclaimer> for more details.



Advanced Formliners, LLC

501 Eagle Court
Onalaska, WI 54650

Phone # (608) 408-0026

Bob@advancedformliners.com
www.advancedformliners.com

Date 2/19/2020
Quote # 510

Name / Address

Paul Clouse
Stone Cast Products
N112 W14343 Mequon Rd
Germantown, WI 53022
USA

Ship To

Paul Clouse
Stone Cast Products
N112 W14343 Mequon Rd
Germantown, WI 53022
USA

P.O. No.	Terms	Due Date	Rep	FOB	Project
	Net 30 days / 18% I...	3/20/2020		Wisconsin	Jackson Public safety buildin

Description	Qty	U/M	Cost	Sq.Ft.	Sq.Ft. Cost	Total
Modular Size (2-1/4"x7-5/8") 1/2 Bond Brick Pattern. 3/8" Bed Joints and 0.416" Head Joints. Sheet coverage is 72" wide x 42.76" high. 21.33 square feet per sheet. Sold by the sheet	413.00	ea	20.47	8809	.96	8,454.11
Solocast 1000XL CC12- 90 degree 12" corner return. 42.67" X 12" 60 pieces per box. 213 L. Ft. per box. Sold by the box.	1.00	ea	275.00	213	1.29	275.00
(Patent Pending) Edge Underlayment Strip For Modular Size Brick 2" X 42.67" 281 pieces per box. 1000 L. Ft. per box Sold by the box	2.00	ea	590.00	2000	.59	1,180.00
Advantages:						
* Perfect Brick Coursing from Panel To Panel						
* Eliminates Caulking						
* Eliminates Concrete Migration under Sheets						
* Eliminates Concrete Chads on the Edge of the Panel						
* Diminishes Thermal Expansion and Contraction Issues						
* Disguises bad cuts when joints are cut off the solocast sheet.						
24" X 24" smooth formliner with a 3/8" vertical and horizontal joint. sheet size is 48"X72" or 24 sq. ft. per sheet. The plastic will be 0.54 thick. Sold by the sheet	217.00		38.16	5208	1.59	8,280.72
Splitfaced (7-1/2"x15-3/8") 1/2 Bond Block Seamless Formliner Pattern 0.054: Thick. 2 Seamless inserts per sheet. US Patent 8,852,724 B2. Sheet Size 40"x64" 17.78 square feet per sheet, sold per sheet	200.00	ea	35.38	3556	1.99	7,076.00
Formliner shipping FOB WI	1.00		457.00			457.00
Endicott Modular size (2 1/4"X7 5/8") thin brick. To PCI Tolerance. 50% Medium Iron-spot #46 and 50% medium Iron-spot #77, Velour, Blended and Waxed. (SOLD AS PER SQ. FT.)	8,400.00	sqft	4.22			35,448.00

SPEC'D BRICK ↗

Signature

Total



Advanced Formliners, LLC

ADVANCED FORMLINERS, LLC

501 Eagle Court
Onalaska, WI 54650

Phone # (608) 408-0026

Bob@advancedformliners.com
www.advancedformliners.com

Date 2/19/2020
Quote # 510

Name / Address
Paul Clouse
Stone Cast Products
N112 W14343 Mequon Rd
Germantown, WI 53022
USA

Ship To
Paul Clouse
Stone Cast Products
N112 W14343 Mequon Rd
Germantown, WI 53022
USA

P.O. No. Terms Due Date Rep FOB
Net 30 days / 18% I... 3/20/2020 Wisconsin

Project
Jackson Public safety buildin

Description	Qty	U/M	Cost	Sq.Ft.	Sq.Ft. Cost	Total
Endicott Brick corner BC 2 1/448, 50% Medium Iron-spot #46 and 50% Medium Iron-spot #77, Velour, blended and Waxed. (SOLD AS PER PIECE)	770.00		2.10			1,617.00
Brick shipping FOB (THIS PRICE IS ONLY AN ESTIMATE DUE TO THE EVER CHANGING PRICE. THIS WILL BE ADJUSTED WHEN THE BRICK SHIP)	1.00		1,700.00			1,700.00

Signature

TOTAL
\$38,765

Total

~~\$64,487.83~~

~~\$29~~



W229N2450 Homewood Ct
 Waukesha, WI 53186
 Phone: 262-896-0755

QUOTATION

Subject to attached terms & conditions.

Company Name: Stonecast Products
Contact: Paul Clouse
Address:
City/State/Zip:
E-mail:
Fax:

Date: 5/27/2020
Salesperson: Pat Brennan
Location: Waukesha
Job Description: Village of Jackson
 Municipal Complex
Bid Date:

Quantity	Bx	Description	Availability	Unit Price	Extended Price
672	Bx	Pacific Clay Special Blend Modular Thin Flats Waxed / 5/8" Thick / 60 Pieces per Box 60% Medium IronSpot Velour and 40% Light IronSpot Velour		\$ 107.69	\$72,367.68
19	Bx	Pacific Clay Special Blend Modular Thin Corners Waxed / 5/8" Thick / 30 Pieces per Box 60% Medium IronSpot Velour and 40% Light IronSpot Velour		\$ 112.31	\$2,133.89
Special Order - No Returns Quantity ordered will be the quantity invoiced. Factory Blended Delivered on pallets to the jobsite and unloaded. Colored Mortar Selection					
FREIGHT					
IN NO EVENT SHALL CMC BE LIABLE FOR DAMAGES CAUSED BY DELAY IN DELIVERY OF 3RD PARTY MANUFACTURED PRODUCT(S), SHIPPED BY THE 3RD PARTY MANUFACTURER.					
** These are estimates only. The mason/contractor/owner must verify quantities. Note: All Products purchased by weight, the total weight delivered will be billed to the purchaser					

Total
\$74,501.

Concrete Product: Variations in manufactured concrete products' color or shading as provided by the Seller may occur during production runs. This variation is acceptable in the industry. Purchaser agrees that Seller is in no way responsible for the suitability of the color for any particular use.

Custom Block: Allow 4 week production lead time. The production of custom decorative block will begin upon receiving a signed County Materials Sales Contract, with quantities of custom block and pricing per unit.

Small Quantity Orders: 1 - 1,000 Units Set Up Charge ... Add \$995.00/each. (For each size, shape, or color with less than 1,000 pieces.)

1 - 2,500 Half High Set Up Charge ... Add \$1095.00/each. (For each size, shape, or color with less than 2,500 pieces.)

Block Used for Exterior Applications: For optimum performance of block used in exterior applications, we recommend using block and mortar with an integral water repellent admixture and to follow all details and specifications of that admixture. An integral water repellent does not seal a masonry wall nor does it eliminate efflorescence.

Return/Credit: All saleable, stock materials returned are subject to a 30% handling/restocking charge.

Job Site Clean Up: One cleanup allowed per job. Add 1 cleanups @ \$145 per return visit. All blocks & skids must be in one accessible location ready for cleanup

Pallet Deposit: \$20.00/ea (refundable upon return in useable condition.)

Payment Terms: This bid is subject to establishing an account or acceptable credit with the Company.. All invoices are due and payable by the end of the month following the month of purchase. Invoices not paid when due shall accrue interest at the rate of 1-1/2% per month (18% per annum).

Taxes: The prices listed in the Sales Contract/Quotation do not include any state or local taxes. If any tax, public charge, tariff, duty or increase therein is now or hereafter assessed, levied, or imposed upon this transaction, on the goods to be sold, or upon any sales, delivery or other action taken hereunder the burden of such charge or change shall be borne by Purchaser.

If Buyer fails to sign, the terms and conditions of this document shall become binding upon Seller's delivery or commencement of delivery. Any additional terms and conditions proposed by Buyer, whether written or verbal, are rejected and shall be of no force or effect unless expressly consented to in writing by the Seller.

This bid also is contingent upon successful negotiations of the terms and conditions of the contract for this project, between County Materials Corporation and the General Contractor / Contractor / Subcontractor / Purchaser.

Pat Brennan

 Print Name & Title of Authorized Representative

_____ \$ 10.00/ea # 3'
 Print Name & Title of Authorized Purchaser

 Signature Date

 Signature Date

Subject to the attached terms and conditions. Quotation is valid for 30 days from quotation date.

1. **CONTRACT TERMS.** The terms and conditions stated herein, and on the face hereof, shall constitute the complete and exclusive statement of the terms and shall supersede all prior oral and written statements of any kind whatsoever made by the parties or their representatives in connection with the purchase of materials indicated herein. This proposal shall become an order upon the acceptance of the Buyer but shall not become binding on Seller unless and until an authorized agent of Seller indicates his or her approval of pricing and other matters covered herein by signing on the front of this document where indicated, at which time the contract formed by such acceptance shall become binding on both parties. If Buyer fails to sign, the terms and conditions of this document shall become binding upon Seller's delivery or commencement of delivery. Any additional terms and conditions proposed by Buyer, whether written or verbal, are rejected and shall be of no force or effect unless expressly consented to in writing by the Seller. No statement or writing subsequent to this proposal purporting to change, modify or add to the terms and conditions hereof shall be binding unless consented to in writing signed by the party against whom enforcement of such modification or addition is sought. Terms or conditions set forth in any Purchase Order (or similar document) of Buyer shall not be binding on Seller unless expressly and affirmatively consented to in writing by an authorized agent of Seller, and then only to the extent of such consent.
2. **CREDIT.** Buyer agrees to make prompt payment in accordance with the terms hereof, without reference to Buyer's agreement or agreements with any other party, and with no right of setoff or retention. If delivery is to be delayed past the delivery date specified in this Agreement, either at the request of Buyer or through no fault of Seller, Buyer shall within fifteen (15) days pay in full for all products sold hereunder, whether or not delivery has been made. If Buyer is or becomes insolvent or is unable to pay its debts as they mature, or files or has filed against it a bankruptcy, insolvency, or similar petition, or if Seller in good faith doubts the ability of the Buyer to pay, Seller may demand cash payment in advance before shipments are made. In the event Buyer fails to make the demanded payment within fifteen (15) days after Seller's demand, Seller may cancel the unperformed portion of the contract, without prejudice to its right to hold Buyer liable for all harm or damages resulting from its failure to pay, whether such harm or damages were incurred before or after the demand for payment.
3. **INTEREST AND COSTS.** Invoices not paid when due shall bear interest at the rate of 1.5% per month if not prohibited by law, otherwise at the highest lawful contract rate, and Buyer shall pay such interest upon demand, together with reasonable costs of collection (including attorney's fees and disbursements) incurred after default in payment of the price or interest due thereon, whether or not a lawsuit is commenced.
4. **TAXES.** Sales, use, excise or similar taxes arising out of or relating to the sale, delivery, installation, or use of the products sold hereunder are not included in the price except as specified in the Agreement. All such taxes are the sole responsibility of the Buyer and at any time the Seller shall have the right to separately bill the Buyer for such taxes which the Seller may have been required to pay, and the Buyer shall promptly reimburse the Seller for the entire amount of such taxes.
5. **SUBSTITUTION OR DELETION OF MATERIALS.** The order which is the subject of this Agreement was made based on current information available from suppliers of Seller. If Seller is not able to supply a particular product or products listed in this Agreement, Seller reserves the right to substitute a similar product of similar value or to delete that particular product or products and make an appropriate pricing adjustment.
6. **CHANGE ORDERS.** Change orders after receipt of Buyer's order may necessitate rescheduling estimated delivery date(s) for Buyer's order. Change orders may result in additional charges for time, labor and material costs which shall increase the Buyer's contractual price stated in the Sales Contract/Quotation. Buyer agrees to bear any additional costs arising out of or resulting from any change order made by Buyer under the terms and conditions of this contract.
7. **CANCELLATION OF ORDER.** Purchaser shall be responsible for damages to Seller resulting from cancellation by Purchaser of Purchaser's order, including incidental and consequential damages. Seller shall be entitled to all damages incurred in connection with this order, including, without limitation, material procurement costs, administrative costs, lost profits, and incidental and consequential damages.
8. **TERMS OF DELIVERY.** All scheduled delivery dates are approximate. Seller will not be responsible for delay in delivery resulting from strikes, slowdowns, shortages of material, fire, theft, vandalism, weather conditions, natural causes, vendor or supplier performance, failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries or any other acts or circumstances beyond its control. Shipments of orders delayed for any reason in whole or in part beyond the control of Seller and beyond one (1) month of the ordered date are subject to an increase based on increased labor and materials costs. Any statements made relating to delivery dates, shipping dates, or production dates are not warranties and do not form part of the basis of the contract. Present lead times are good faith estimates and are not contractual nor are they intended to imply that time is of the essence. Seller is not liable for any damage resulting from delivery of product on private property or when required to deliver inside the curb line.
9. **FREIGHT ALLOWANCE.** Whether product is delivered by trucks owned by Seller, any of its affiliates, or by carrier, the purchase price shall increase by an amount equal to the freight allowance. Buyer will pay such increase as part of the purchase price together with any additional costs arising out of delivery.
10. **TITLE TO THE ORDERED MATERIALS.** Title to the product that is subject to this Agreement shall pass to Buyer on delivery to a common carrier at the point of shipment. When product is delivered by Seller or any of its affiliates, title passes at time of delivery at destination. In the event of delivery by Seller or any of its affiliates, Buyer shall bear the responsibility of access to the job site. The product shall be delivered only to the nearest accessible point at which trucks can reach without risk of damage to product, equipment, or truck. Seller shall have the right to charge Buyer the sum of Sixty Dollars (\$60.00) per hour of unloading time in excess of the unloading time indicated on the reverse side of this Agreement due to inaccessibility to the job site. If no unloading time is indicated on the reverse side hereof, Buyer shall be responsible for all unloading charges at the aforesaid hourly rate, regardless of accessibility. Any additional charges due to delays in unloading, switching, demurrage, storage, diversion, or reassignment of shipment shall be the responsibility of Buyer.
11. **FREIGHT DAMAGE.** For product delivered by common carrier, Buyer accepts risk of loss upon delivery of the product by Seller to the common carrier, and Buyer's sole remedy shall be against the common carrier for any loss or damage to the product resulting from shipment. For product delivered by Seller or any of its affiliates, Buyer shall have the remedy set forth in the "Limited Warranty and Remedy" section hereof, provided Buyer provides written notice of damage within seven (7) days of the time the product is delivered to destination.
12. **CANCELLATION.** In the event the order is canceled by Buyer prior to delivery, or Buyer otherwise defaults hereunder, Seller shall be entitled to all damages incurred in connection with this order, including, without limitation, restocking costs, material procurement costs, administrative costs, lost profits, and incidental and consequential damages.
13. **DESIGN AND INSTALLATION OF PRODUCT.** This is a contract for materials only. Supplied product does not include inspection, testing, installation, unloading, field work, or other product or service unless expressly contained in this contract or otherwise agreed to in writing by both parties. Seller shall bear no responsibility for design, assembly, construction, or installation of product, it being understood that Seller's sole responsibility is to furnish, subject to the terms and conditions hereof, the product described on the face of this Agreement. Product or services not listed are specifically excluded. Damage may occur if a product is not properly assembled, constructed, or installed.
14. **BACK CHARGES/DAMAGES.** Seller will not permit or accept any back charges for any reason nor will it accept any assessment for damages due to delivery performance unless authorized in writing by Seller prior to these charges being incurred.
15. **LIMITED WARRANTY AND REMEDY. EXCLUSIVE LIMITED WARRANTY:** Seller warrants that products sold under this Agreement meet solely the description and specifications for the same set forth in this Quotation/Sales Contract, if any, and conform, or exceed, subject to reasonable variance in accordance with normal industry practice, with the applicable ASTM Standard/Specifications for a period of thirty (30) days from delivery thereof. Acceptance by Buyer of the products shall constitute confirmation that the products meet the description set forth in this Quotation/Sales Contract, if any. **THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WRITTEN OR ORAL WARRANTIES OR CONTRACTUAL AGREEMENTS, whether express or implied by law, including the Uniform Commercial Code as enacted in the State of Wisconsin or elsewhere, or otherwise, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.**
16. **EXCLUSIVE REMEDY: BUYER'S EXCLUSIVE REMEDY FOR BREACH OF THE WARRANTY SET FORTH IN PARAGRAPH 15 OR OTHERWISE shall be to require Seller, at Seller's option, to refund the purchase price for the products sold hereunder or to repair or replace any nonconforming products. Costs of return or redelivery of defective products, labor, removal and reinstallation charges are not included in the remedy and shall be borne by Buyer. NO OTHER REMEDY for breach of this warranty, express or implied—including claims for any breach of the implied warranty of fitness for a particular purpose or the implied warranty of merchantability—SHALL BE AVAILABLE TO BUYER. ANY CLAIM FOR INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES for lost profits, lost sales, injury to property, or any other incidental or consequential loss IS THEREFORE BARRED PURSUANT TO THE TERMS OF THIS EXCLUSIVE REMEDY; the above limitations do not include damages related to personal injury. Seller will not be liable for defects in this product caused by unauthorized parts and/or unauthorized service of this product.**
17. **CLAIMS: Buyer's EXCLUSIVE PROCEDURE FOR COMMENCING CLAIMS** under this Agreement against Seller shall be as follows: Notice of claims against Seller for breach of warranty or for alleged short delivery of products MUST BE GIVEN TO SELLER PROMPTLY UPON DISCOVERY AND MUST BE SUPPORTED IN WRITING WITHIN SEVEN (7) CALENDAR DAYS AFTER DISCOVERY to afford Seller an opportunity to investigate such claims promptly and mitigate any potential damages. Failure of Buyer to give such notice SHALL CONSTITUTE A WAIVER BY BUYER of its right to later make such a claim and Buyer shall be barred from the remedy as allowed under paragraph 15 of these Terms and Conditions.
18. **LIMITATION OF LIABILITY: SELLER'S LIABILITY ON ANY CLAIM** for loss or damage arising out of the supplying of any products to Buyer, or their sale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, SHALL NOT EXCEED THE PRICE OF THE PRODUCTS ACTUALLY RECEIVED BY BUYER from Seller with regard to which such claim for loss or damage is made. IN NO EVENT SHALL SELLER BE LIABLE, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, LIQUIDATED OR PENAL DAMAGES including, but not limited to, loss of profits or revenue, loss of use of the products or any associated product, cost of capital, cost of substitute products, facilities, services, downtime costs, or claims of customers of the Buyer for such damages; the above limitations do not include damages related to personal injury.
19. **CHOICE OF LAW FORUM.** Any action arising out of or related to the transactions contemplated by this Sales Contract/Quotation shall be governed and construed in accordance with the laws of the State of Wisconsin, without regard to conflict of laws provisions wherever contained. The parties agree that any litigation shall be conducted exclusively in the Marathon County Circuit Court located in Wausau, Wisconsin, without a jury and the parties hereby consent to such jurisdiction and waive any personal jurisdiction or venue objections (including forum non conveniens) to such forum.
20. **SEVERABILITY AND WAIVER.** If any part of this Agreement is found to be unenforceable, then the remainder of the Agreement shall continue in full force and effect. Any delay in the exercise of a right by Seller shall not be deemed a waiver thereof, and any agreement (express or implied) in an earlier instance not to exercise a right shall not be deemed a waiver in any subsequent instance.
21. **CLERICAL ERRORS.** Seller reserves the right to correct clerical errors or similar errors relating to price or any other terms shown in this Agreement.
22. **FAILURE BY SELLER.** If at any time prior to delivery, Seller materially fails to fulfill its obligations hereunder or abandons production of the materials without cause, and such failure or abandonment is not corrected or commenced to be corrected within seven (7) days of written notice from Buyer (except for matters which by their nature cannot be corrected within said seven (7) days, in which case it shall be sufficient that Seller commenced to remedy such failure within said period and thereafter diligently proceeds), Buyer may elect to terminate Buyer's continuing obligations under this Agreement. If Buyer elects to terminate the Buyer's obligations hereunder, Buyer shall be entitled to the return of all deposit money paid to Seller in connection with this Agreement. Termination of the Agreement and return of deposit money are intended to be Buyer's sole and exclusive remedy in the event of a failure to comply or abandonment by Seller.
23. **SIGNATURE.** Either party may execute execution of this Agreement by facsimile or copy signature. Such signature shall be binding on said party and shall have the same force and effect as an original signature. This Agreement further may be signed in counterparts, each of which shall be part of this Agreement.
24. **INDEMNITY.** Buyer shall defend, indemnify, and hold Seller harmless from any and all third-party losses, damages, claims, penalties, liabilities, and expenses, including reasonable attorney's fees and expenses of whatever nature and however arising or incurred (including but not limited to Seller's reasonable attorney's fees and expenses in defending any third-party claims), which arise from Buyer's negligence or from Buyer's improper use (including use of the product beyond its useful life), installation, possession, operation, maintenance, storage, or handling of the products and which give rise to any claim against the Seller by the Buyer or a third party.
25. **RETURNS.** No product shall be returned to the Seller without its prior written approval of such return and of the terms and conditions relating thereto. Further, Buyer shall return the product in good and salable condition and shall pay any costs or charges arising out of such return, including shipping costs and a restocking charge equal to thirty percent (30%) of the purchase price of the returned product. Special orders are non-returnable.
26. **ACTIONS.** No action for the enforcement of this remedy set forth herein shall be commenced more than one year after the cause of action accrued for the enforcement of such remedy.
27. **DELAYS.** Buyer shall be responsible to Seller for any expenses incurred by Seller which arise out of delays, including, without limitation, delays caused by Buyer, such as failure to timely submit necessary documents, approvals or information, failure to accept delivery on a timely basis, etc.
28. **MOLD CHANGE CHARGE.** Specific or customized orders of product shall be subject to a mold change charge as listed on quote or sales contract.
29. **CONCRETE PRODUCT.** Variations in manufactured concrete products' color or shading as provided by the Seller may occur between production runs. This variation is acceptable in the industry. Seller agrees that Seller is in no way responsible for the suitability of the color for any particular use.
30. **PRODUCT USE.** Buyer is responsible for proper use, handling, maintenance and installation of product as determined by the manufacturer and industry standards. Product has a fitness for a particular purpose. Use and/or application of product not intended by the manufacturer and not in compliance with industry standards is not recommended. Use and/or installation and application are the sole responsibility of the Buyer.
31. **CAUTION:** Freshly mixed concrete or mortar may cause skin irritation or chemical burns. Avoid direct contact where possible and wash exposed skin areas promptly with water. Sawing or grinding of concrete products may result in the release of dust particles which could cause minor eye or nose irritation if proper protective equipment is not in place. The use of a NIOSH approved respirator and tight fitting goggles is recommended when sawing or grinding concrete products.
32. Purchase Orders may be tendered in lieu of Buyer's signature. A Purchase Order issued against this Sales Contract/Quotation is confirmation and acceptance of all terms and conditions of same as described above.

(Subject to change without notice. Revision date 4/2020)

Project Name: Village of JacksonCompany Name: Stonestart Products

Signature: _____

Date: _____

From: Pete Schmoll <petes@mikekoenigconstruction.com>
Sent: Monday, June 1, 2020 8:39 AM
To: Kristopher Dressler <kris.dressler@cedarcorp.com>
Cc: Doug Kroes <doug.kroes@cedarcorp.com>
Subject: RE: Brick Selection

Kris,

Here is the added cost for the brick selection. Please let us know if this is approved, Stonecast needs approval prior to placing this order.

Thanks,

Pete Schmoll
Project Manager
Mike Koenig Construction Co. Inc.
Cell: 920-619-3150
Office: 920-457-0923
Email: petes@mikekoenigconstruction.com

From: Pete Schmoll
Sent: Thursday, May 28, 2020 4:15 PM
To: Kristopher Dressler <kris.dressler@cedarcorp.com>
Cc: Doug Kroes <doug.kroes@cedarcorp.com>
Subject: RE: Brick Selection

Kris,

Were you aware that there was an up-charge for this brick vs the original specified brick? Stonecast is going to get the cost to me shortly?

Thanks,

Pete Schmoll
Project Manager
Mike Koenig Construction Co. Inc.
Cell: 920-619-3150
Office: 920-457-0923
Email: petes@mikekoenigconstruction.com

From: Kristopher Dressler [<mailto:kris.dressler@cedarcorp.com>]
Sent: Wednesday, May 20, 2020 5:57 PM
To: Pete Schmoll <petes@mikekoenigconstruction.com>
Cc: Doug Kroes <doug.kroes@cedarcorp.com>
Subject: Brick Selection

Pete,

We met with the owner today to discuss brick samples and we were able to make a selection. The brick selected is a blend of 60% Pacific Clay Medium Iron Spot Velour and 40% Pacific Clay Light Iron Spot Velour. In working with County Materials, we know that there is enough brick already made and PCI certified in stock which should help with schedule.

Let us know if you have any questions or concerns.

Thank you,

Kristopher Dressler, R.A.

Architect

Cedar Corporation

604 Wilson Avenue | Menomonie | WI | 54751

Office: 715-235-9081 | TF: 800-472-7372

kris.dressler@cedarcorp.com

<https://link.edgепilot.com/s/ca160c42/pD5YEJGfB0aFfMV38SydPA?u=http://www.cedarcorp.com/> | [LinkedIn](#) | [Facebook](#) | [Twitter](#)

This e-mail and any attachments may contain proprietary and confidential information from Cedar Corporation. Please visit our website at https://link.edgепilot.com/s/8f42dfc7/1Lzv_oS3WUq2F7qVFDgCeA?u=http://www.cedarcorp.com/disclaimer for more details.

This e-mail and any attachments may contain proprietary and confidential information from Cedar Corporation. Please visit our website at https://link.edgепilot.com/s/8f42dfc7/1Lzv_oS3WUq2F7qVFDgCeA?u=http://www.cedarcorp.com/disclaimer for more details.

Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

Doug Kroes

From: Pete Schmoll <petes@mikekoenigconstruction.com>
Sent: Wednesday, June 17, 2020 4:43 PM
To: Doug Kroes; Brian Kober
Cc: Jason Kossman
Subject: Breaker run cost

Doug,

Steve called me with a verbal cost on the breaker run, the cost for supply, trucking, and placement is \$40/ton.

We can provide the price quote from Lannon Stone, I just don't have it yet. I figured we should get his to you right away to see if this changes anything regarding our plan tomorrow. Please let me know if we should hold off or keep moving ahead.

Thanks,

Pete Schmoll
Project Manager
Mike Koenig Construction
Cell: 920-619-3150
Email: petes@mikekoenigconstruction.com



Lannon Stone Products, Inc.
N52W3096 Lisbon Road
Sussex, WI 53089
(262)251-1520

Ticket No : **30605786**

Date : 6/18/2020 Time: 9:17:13AM
Location : **JACKSON QUARRY**
Customer : 1927 Spielvogel & Sons Excav
Order : J32421QX FOB Jackson Municipal Bld, Hy 60 & Ridgeway
P.O. :
Product : **ST48 4-8 ST 20.84 Ton**

	Pounds	Tons	Metric
Gross	70360	35.18	31.91
Tare	28680 *	14.34 *	13.01 *
Net	41680	20.84	18.91

* P T

Freight Rate 0.00

Ordered	0.00
Remaining	-86.07
Total Qty	86.07
Today	42.45 Loads: 2

Carrier :
Vehicle : SPIEL206 SPIELVOGEL TRK

Weightmaster: Ken Dehnerohl



Lannon Stone Products, Inc.
N52W3096 Lisbon Road
Sussex, WI 53089
(262) 251-1520

Ticket No.: **30605748**

Date: 6/18/2020 Time: 8:26:35AM
Location: **JACKSON QUARRY**
Customer: 1927 Spielvogel & Sons Excav
Order: J32421QX FOB Jackson Municipal Bld, Hy 60 & Ridgeway
P.O.:
Product: **ST48 4-8 ST 21.61 Ton**

	<u>Pounds</u>	<u>Tons</u>	<u>Metric</u>
Gross	71900	35.95	32.61
Tare	28680	14.34	13.01
Net	43220	21.61	19.60

Freight Rate: 0.00

Carrier:
Vehicle: **SPIEL206 SPIELVOGEL TRK**

Ordered	0.00	
Remaining	-65.23	
Total Qty	65.23	
Today:	21.61	Loads: 1

**SECTION 00 63 49
WORK CHANGE DIRECTIVE**

Work Change Directive No. 4

Date of Issuance:	June 26, 2020	Effective Date:	June 25, 2020
Owner:	Village of Jackson	Owner's Contract No:	B-20
Contractor:	Mike Koenig Construction Co.	Contractor's Project No:	
Engineer:	Cedar Corporation	Engineer's Project No:	J5789-002
Project:	Municipal Complex	Contract Name:	

Contractor is directed to proceed promptly with the following change(s):

Description:

Existing soil conditions / moisture content warrants the evaluation of an alternate stabilization method beneath the building pad area. In order to evaluate the effectiveness of the recommended stabilization method, an on site test strip will be installed using the recommended materials. The test strip is prescribed to be 24' W x 75' L with associated quantities estimated accordingly: 200 SY Geogrid & 2 ft. stone thickness.

- 1) ADD 200 SY of Tensar BX1200 Geogrid @ \$3.55/SY = \$710.00
- 2) ADD 270 TN of 3" WisDOT Specified Dense Graded Stone @ \$19.75/TN = \$5,332.50

Attachments:

- 1) Giles Engineering Report dated 6/22/20, Subgrade Preparation Observations (Refer to Correction Action No. 3)
- 2) Contractor's Building Stabilization Proposed Unit Prices dated 6/24/20.

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

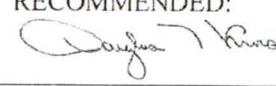
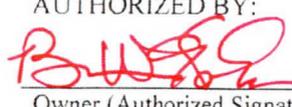
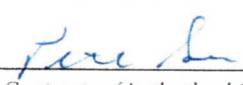
- Non-agreement on pricing of proposed change.
 Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ 6,042.50 [increase] .
Contract Time 0 days [increase] [decrease].

Basis of estimated change in Contract Price:

- Lump Sum Unit Price
 Cost of the Work Other

<p>RECOMMENDED:</p> <p>By: <u></u> Engineer (Authorized Signature)</p> <p>Title: <u>Senior Construction Manager</u></p> <p>Date: <u>June 26, 2020</u></p>	<p>AUTHORIZED BY:</p> <p>By: <u></u> Owner (Authorized Signature)</p> <p>Title: <u>Director of Public Works</u></p> <p>Date: <u>6/26/2020</u></p>	<p>RECEIVED:</p> <p>By: <u></u> Contractor (Authorized Signature)</p> <p>Title: <u>Project Manager</u></p> <p>Date: <u>6-26-20</u></p>
--	--	---

Approved by Funding Agency (if applicable)
By: _____ Date: _____
Title: _____



Project	Jackson Municipal Complex State Hwy 60 and Ridgeway Road Jackson, WI	Client	Village of Jackson W164 N16660 Eagle Drive, PO Box 637 Jackson, WI 53037
Date	June 22, 2020	Giles Project No.	1M-2006020
Weather	68°F, heavy rain	Field Rep.	Alina Hummer

SUBGRADE PREPARATION OBSERVATIONS

As requested by our client, our representative reported to the above referenced site to observe the subgrade soil conditions and preparations for the proposed building pad prior to fill placement. It is understood that the building pad is planned to be raised 4 feet above existing elevation this date.

A review of the project documents indicated that a subsurface exploration and foundation analysis has been performed as documented in our geotechnical report, Project No. 1G-1909016, dated October 22, 2019. In summary, the subgrade preparation of the building pad should include evaluation of the subgrade via proofroll testing.

Visual observations indicated that the area of building pad has been stripped of surface vegetation, topsoil, and soils with significant organic content. The exposed subgrade soils have been visually classified as light brown/brown silty clay trace gravel and are similar to the soils shown on the boring logs of the subsurface exploration report.

The subgrade was proofrolled with a fully load dump truck to detect soft, yielding, or unstable soils. Observations indicated significant yielding, rutting, or unstable subgrade soils. In addition, static cone penetrometer tests were performed randomly across the subgrade surface to test the strength of the exposed subgrade soils (see attached sketch). Test results indicated a medium stiff comparative consistency with a correlated unconfined compressive strength of 2000 psf at -1 foot below existing grade and a very stiff comparative consistency with a correlated unconfined compressive strength of 1000 psf at -2 feet below existing grade (see attached data sheet).

Based on our observations, the subgrade soils proofrolled this date are not considered suitable for the planned building pad. The contractor and our client were advised that the subgrade was not suitable for construction of the planned building pad and we indicated they should consider such correction actions as:

- 1) Coarse aggregate stabilize the softer clays. This would be accomplished by placing a 3-inch layer of uniformly graded 3-inch clean stone and consolidating it into the underlying soft clays until the clays fill the void space in the stone (without vibration due to the dilatancy of the underlying soils). Once the voids are filled, subsequent 3-inch layers of the 3-inch clean stone are similarly placed and consolidated (it is important that each layer is consolidated until the voids are filled with the underlying clays) until the subgrade becomes stable enough to support the base course. We should be contacted to re-evaluate the subgrade prior to base course placement.
- 2) Remove the underlying unsuitable soil to a depth at which the subgrade is stable enough to support the backfill. If the subgrade remains unstable after 1 or 2 feet of removal, we should be contacted to re-evaluate the subgrade. Coarse aggregate stabilization could be utilized in combination with removal and replacement to address smaller, localized areas of instability. Backfill of over-excavated areas is recommended to be placed in accordance with project plans.
- 3) Placing Tensar BX1200 or TriAx TX160 geogrid at existing elevations (but allowing the geogrid to have at least 24-inches of stone cover which can include the base stone layer) and 3-inch WisDOT specified dense graded stone used as fill material. The amount of stone used to stabilize the building pad subgrade cannot be determined at this time. Therefore, it is advised that we observe the placement of the fill. The fill is recommended to be placed in accordance with project plans; however, due to the dilatancy of the underlying soils it is advised that vibratory compaction not be used.
- 4) Chemical stabilization. It is advised that specialty contractor be contacted to provide an estimate and method of construction.

The utility contractors should be contacted to be made aware of the above options that additional effort may be needed to dig through the stabilization layer. We make no statement regarding bearing capacity or settlement characteristics of deeper soils for the utilities. Also it should be noted that installation of the utilities can also compromise the stabilization layer.

M2006020-2020-06-22



GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIALS CONSULTANTS
N8 W22350 Johnson Drive, Suite A1 / Waukesha, WI 53186 / (262) 544-0118 / FAX (262) 549-5868

Project No. 1M-2006020
Page 2 of 2

It should be noted that the above options are for the building pad not the foundations. Based on the planned foundation-bearing elevations, and considering the extremely sensitive low-strength soil and shallow groundwater, over-excavation below the planned bearing elevations is expected to be necessary and will likely be extensive in some areas, especially where footings extend through newly placed engineered fill into underlying native soil. Actual depths of suitable native soil are recommended be determined by a geotechnical engineer based on observation and testing during foundation excavation. If foundation-support soil is not tested and approved by a geotechnical engineer, the proposed structure could be improperly supported. Furthermore, foundations are recommended to be constructed immediately after foundation-support materials are tested and approved by a geotechnical engineer.

The contractor was also reminded that the exposed subgrade soils are considered sensitive to water increase and construction disturbance. These soils may soften, rut, or become unstable if they become wet or disturbed during construction activity. Therefore, care should be utilized to prevent surface water from ponding and disturbance by construction activity. Soils that become soft or unstable may require recompaction, stabilization, and/or replacement prior to further construction.

Locations and elevations of tests were assessed in accordance with the accuracy and proximity of provided survey control. Unless otherwise noted, the test locations and elevations were assessed by pacing and hand-level methods.

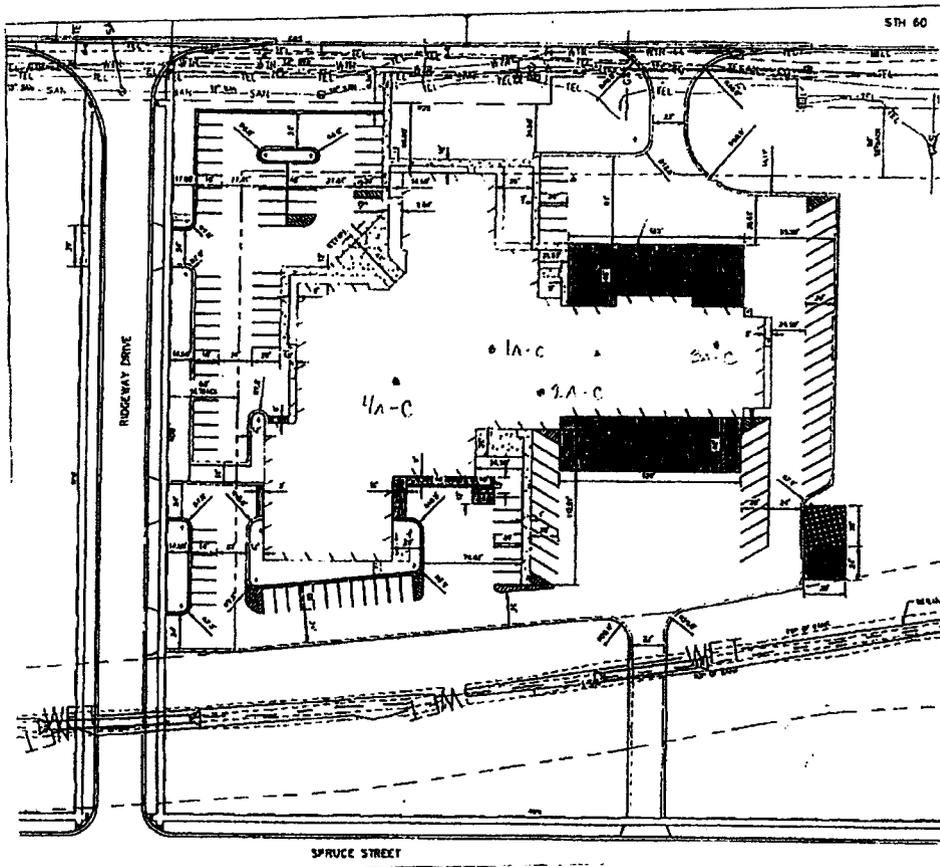
We make no warranty, express or implied, except that our services were performed in accordance with engineering principles generally accepted at this time and in this location.

REVIEWING ENGINEER: Steven P. Homar, P.E.

**GEOTECHNICAL, ENVIRONMENTAL, AND
CONSTRUCTION MATERIALS CONSULTANTS
ENGINEERING ASSOCIATES, INC.**

LOCATION SKETCH

FOUNDATION SOILS FOR BUILDING PAD



Jackson Municipal Complex
State Hwy 60 and Ridgeway Road
Jackson, WI

Client Village of Jackson
W164 N16660 Eagle Drive
PO Box 637
Jackson, WI 53037

**NOT TO SCALE
LOCATIONS APPROXIMATE**

Giles Project No. 1M-

Date 6-22-20



**GEOTECHNICAL, ENVIRONMENTAL, AND
CONSTRUCTION MATERIALS CONSULTANTS**

**REPORT OF SOIL
STRENGTH TESTS**

GILES ENGINEERING ASSOCIATES, INC.

N8 W22350 JOHNSON DRIVE, SUITE A1 / WAUKESHA, WI
(262) 544-0118 / FAX: (262) 549-5868 / www.gilesengr.com

Project	Jackson Municipal Complex State Hwy 60 and Ridgeway Road Jackson, WI	Client	Village of Jackson W164 N16660 Eagle Drive Jackson, WI 53037
Date	June 22, 2020	Proj. No.	1M-2006020
Weather	68°F, heavy rain	Field Rep.	Alina Hummer

TEST DATA

TEST NO	FOOTING DIMENSIONS	*ELEV/DEPTH ft	VISUAL SOIL DESCRIPTION	IN-PLACE SOIL STRENGTH		SPECIFIED SOIL STRENGTH psf/N value	A	B	REMARKS
				qc	DCP				
1A		0	Brown/Light Brown Silty Clay trace Gravel	2000 psf		2000 psf	X		
1B		-1	Brown/Light Brown Silty Clay trace Gravel	1000 psf		2000 psf		X	
1C		-2	Brown/Light Brown Silty Clay trace Gravel	0 psf		2000 psf		X	encountered water table
2A		0	Brown/Light Brown Silty Clay trace Gravel	2000 psf		2000 psf	X		
2B		-1	Brown/Light Brown Silty Clay trace Gravel	1000 psf		2000 psf		X	
2C		-2	Brown/Light Brown Silty Clay trace Gravel	0 psf		2000 psf		X	encountered water table
3A		0	Brown/Light Brown Silty Clay trace Gravel	2000 psf		2000 psf	X		
3B		-1	Brown/Light Brown Silty Clay trace Gravel	1000 psf		2000 psf		X	
3C		-2	Brown/Light Brown Silty Clay trace Gravel	0 psf		2000 psf		X	encountered water table
4A		0	Brown/Light Brown Silty Clay trace Gravel	2000 psf		2000 psf	X		
4B		-1	Brown/Light Brown Silty Clay trace Gravel	1000 psf		2000 psf		X	
4C		-2	Brown/Light Brown Silty Clay trace Gravel	0 psf		2000 psf		X	hit water table

*ELEV/DEPTH REF.: 0 = existing subgrade as prepared by contractor

A-test result greater than specification
B-test result less than specification

TEST NO.

LOCATION

1-4	see attached sketch
-----	---------------------

OBSERVATIONS:

Footings Formed: No
Loose Soil Removed: Yes
Rebar Placed: No
Concrete Placed: No

SOILS REPORT:

qc-Cone Penetrometer: correlates to unconfined compressive strength, psf.
DCP-Dynamic Cone Penetrometer: correlates to SPT resistance or N value, blows/ft.

REVIEWED BY: Angela A. Anderson

REVIEWING ENGINEER: Steven P. Homar, P.E.



June 24, 2020

Jackson Municipal Complex
N168W19721 Main St
Jackson, WI 543037

Building Stabilization Unit Prices

3" WisDOT Specified Dense Graded Stone - \$19.75 per ton compacted in place.
Geo-grid (Tensar BX1200 - \$3.55 per SY installed.
Geo-grid TriAx TX160 - 5.65 per SY installed.

Respectfully Submitted,

MIKE KOENIG CONST. CO., INC.

Pete Schmoll

Pete Schmoll
Project Manager

SECTION 00 63 49
WORK CHANGE DIRECTIVE

Work Change Directive No. 5

Date of Issuance:	June 30, 2020	Effective Date:	July 1, 2020
Owner:	Village of Jackson	Owner's Contract No:	B-20
Contractor:	Mike Koenig Construction Co.	Contractor's Project No:	
Engineer:	Cedar Corporation	Engineer's Project No:	J5789-002
Project:	Municipal Complex	Contract Name:	

Contractor is directed to proceed promptly with the following change(s):

Description:

Existing soil conditions / moisture content warrants the evaluation of an alternate stabilization method beneath the building pad area. As a result of a test strip conducted on site on 6/30/20, the stabilization method as recommended by Giles Engineering (Geogrid with 24" thickness of WisDOT specified 3" Dense Graded Stone) proved successful and therefore, will be installed within the entire building pad area. The recommended 24" - 3" stone stabilization layer will eliminate the installation of the 24" thick layer of 1 1/4" Dense Graded Stone which was included as a unit price item within the original contract.

- 1) ADD 5,250 SY of Tensar BX1200 Geogrid @ \$3.55/SY = \$18,637.50
- 2) ADD 7230 TN of 3" WisDOT Specified Dense Graded Stone @ \$19.75/TN = \$142,792.50
- 3) DELETE 7,500 TN of 1 1/4" Crushed Agg. Base Course (Bid Item #7) @ \$16.80/TN = (\$126,000.00)

Attachments:

- 1) Giles Engineering Report dated 6/22/20, Subgrade Preparation Observations (Refer to Correction Action No. 3)
- 2) Contractor's Building Stabilization Proposed Unit Prices dated 6/24/20.
- 3) Building Pad Soil Stabilization Section 6/24/20

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- Non-agreement on pricing of proposed change.
 Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ 35,430.00 [increase].
Contract Time 0 days [increase] [decrease].

Basis of estimated change in Contract Price:

- Lump Sum Unit Price
 Cost of the Work Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By: [Signature]
Engineer (Authorized Signature)

By: [Signature]
Owner (Authorized Signature)

By: [Signature]
Contractor (Authorized Signature)

Title: Senior Construction Manager

Title: DIRECTOR OF PUBLIC WORKS

Title: Project manager

Date: June 30, 2020

Date: 7/1/2020

Date: 7/6/20



Project	Jackson Municipal Complex State Hwy 60 and Ridgeway Road Jackson, WI	Client	Village of Jackson W164 N16660 Eagle Drive, PO Box 637 Jackson, WI 53037
Date	June 22, 2020	Giles Project No.	1M-2006020
Weather	68°F, heavy rain	Field Rep.	Alina Hummer

SUBGRADE PREPARATION OBSERVATIONS

As requested by our client, our representative reported to the above referenced site to observe the subgrade soil conditions and preparations for the proposed building pad prior to fill placement. It is understood that the building pad is planned to be raised 4 feet above existing elevation this date.

A review of the project documents indicated that a subsurface exploration and foundation analysis has been performed as documented in our geotechnical report, Project No. 1G-1909016, dated October 22, 2019. In summary, the subgrade preparation of the building pad should include evaluation of the subgrade via proofroll testing.

Visual observations indicated that the area of building pad has been stripped of surface vegetation, topsoil, and soils with significant organic content. The exposed subgrade soils have been visually classified as light brown/brown silty clay trace gravel and are similar to the soils shown on the boring logs of the subsurface exploration report.

The subgrade was proofrolled with a fully load dump truck to detect soft, yielding, or unstable soils. Observations indicated significant yielding, rutting, or unstable subgrade soils. In addition, static cone penetrometer tests were performed randomly across the subgrade surface to test the strength of the exposed subgrade soils (see attached sketch). Test results indicated a medium stiff comparative consistency with a correlated unconfined compressive strength of 2000 psf at -1 foot below existing grade and a very stiff comparative consistency with a correlated unconfined compressive strength of 1000 psf at -2 feet below existing grade (see attached data sheet).

Based on our observations, the subgrade soils proofrolled this date are not considered suitable for the planned building pad. The contractor and our client were advised that the subgrade was not suitable for construction of the planned building pad and we indicated they should consider such **correction actions** as:

- 1) Coarse aggregate stabilize the softer clays. This would be accomplished by placing a 3-inch layer of uniformly graded 3-inch clean stone and consolidating it into the underlying soft clays until the clays fill the void space in the stone (without vibration due to the dilatancy of the underlying soils). Once the voids are filled, subsequent 3-inch layers of the 3-inch clean stone are similarly placed and consolidated (it is important that each layer is consolidated until the voids are filled with the underlying clays) until the subgrade becomes stable enough to support the base course. We should be contacted to re-evaluate the subgrade prior to base course placement.
- 2) Remove the underlying unsuitable soil to a depth at which the subgrade is stable enough to support the backfill. If the subgrade remains unstable after 1 or 2 feet of removal, we should be contacted to re-evaluate the subgrade. Coarse aggregate stabilization could be utilized in combination with removal and replacement to address smaller, localized areas of instability. Backfill of over-excavated areas is recommended to be placed in accordance with project plans.
- 3) Placing Tensar BX1200 or TriAx TX160 geogrid at existing elevations (but allowing the geogrid to have at least 24-inches of stone cover which can include the base stone layer) and 3-inch WisDOT specified dense graded stone used as fill material. The amount of stone used to stabilize the building pad subgrade cannot be determined at this time. Therefore, it is advised that we observe the placement of the fill. The fill is recommended to be placed in accordance with project plans; however, due to the dilatancy of the underlying soils it is advised that vibratory compaction not be used.
- 4) Chemical stabilization. It is advised that specialty contractor be contacted to provide an estimate and method of construction.

The utility contractors should be contacted to be made aware of the above options that additional effort may be needed to dig through the stabilization layer. We make no statement regarding bearing capacity or settlement characteristics of deeper soils for the utilities. Also it should be noted that installation of the utilities can also compromise the stabilization layer.



GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIALS CONSULTANTS
N8 W22350 Johnson Drive, Suite A1 / Waukesha, WI 53186 / (262) 544-0118 / FAX (262) 549-5868

Project No. 1M-2006020
Page 2 of 2

It should be noted that the above options are for the building pad not the foundations. Based on the planned foundation-bearing elevations, and considering the extremely sensitive low-strength soil and shallow groundwater, over-excavation below the planned bearing elevations is expected to be necessary and will likely be extensive in some areas, especially where footings extend through newly placed engineered fill into underlying native soil. Actual depths of suitable native soil are recommended be determined by a geotechnical engineer based on observation and testing during foundation excavation. If foundation-support soil is not tested and approved by a geotechnical engineer, the proposed structure could be improperly supported. Furthermore, foundations are recommended to be constructed immediately after foundation-support materials are tested and approved by a geotechnical engineer.

The contractor was also reminded that the exposed subgrade soils are considered sensitive to water increase and construction disturbance. These soils may soften, rut, or become unstable if they become wet or disturbed during construction activity. Therefore, care should be utilized to prevent surface water from ponding and disturbance by construction activity. Soils that become soft or unstable may require recompaction, stabilization, and/or replacement prior to further construction.

Locations and elevations of tests were assessed in accordance with the accuracy and proximity of provided survey control. Unless otherwise noted, the test locations and elevations were assessed by pacing and hand-level methods.

We make no warranty, express or implied, except that our services were performed in accordance with engineering principles generally accepted at this time and in this location.

REVIEWING ENGINEER: Steven P. Homar, P.E.



**GEOTECHNICAL, ENVIRONMENTAL, AND
CONSTRUCTION MATERIALS CONSULTANTS**

**REPORT OF SOIL
STRENGTH TESTS**

GILES ENGINEERING ASSOCIATES, INC.

N8 W22350 JOHNSON DRIVE, SUITE A1 / WAUKESHA, WI
(262) 544-0118 / FAX: (262) 549-5868 / www.gilesengr.com

Project	Jackson Municipal Complex State Hwy 60 and Ridgeway Road Jackson, WI	Client	Village of Jackson W164 N16660 Eagle Drive Jackson, WI 53037
Date	June 22, 2020	Proj. No.	1M-2006020
Weather	68°F, heavy rain	Field Rep.	Alina Hummer

TEST DATA

TEST NO	FOOTING DIMENSIONS	*ELEV/DEPTH ft	VISUAL SOIL DESCRIPTION	IN-PLACE SOIL STRENGTH		SPECIFIED SOIL STRENGTH psf/N value	A	B	REMARKS
				qc	DCP				
1A		0	Brown/Light Brown Silty Clay trace Gravel	2000 psf		2000 psf	X		
1B		-1	Brown/Light Brown Silty Clay trace Gravel	1000 psf		2000 psf		X	
1C		-2	Brown/Light Brown Silty Clay trace Gravel	0 psf		2000 psf		X	encountered water table
2A		0	Brown/Light Brown Silty Clay trace Gravel	2000 psf		2000 psf	X		
2B		-1	Brown/Light Brown Silty Clay trace Gravel	1000 psf		2000 psf		X	
2C		-2	Brown/Light Brown Silty Clay trace Gravel	0 psf		2000 psf		X	encountered water table
3A		0	Brown/Light Brown Silty Clay trace Gravel	2000 psf		2000 psf	X		
3B		-1	Brown/Light Brown Silty Clay trace Gravel	1000 psf		2000 psf		X	
3C		-2	Brown/Light Brown Silty Clay trace Gravel	0 psf		2000 psf		X	encountered water table
4A		0	Brown/Light Brown Silty Clay trace Gravel	2000 psf		2000 psf	X		
4B		-1	Brown/Light Brown Silty Clay trace Gravel	1000 psf		2000 psf		X	
4C		-2	Brown/Light Brown Silty Clay trace Gravel	0 psf		2000 psf		X	hit water table

*ELEV/DEPTH REF.: 0 = existing subgrade as prepared by contractor

A-test result greater than specification
B-test result less than specification

TEST NO.

LOCATION

1-4	see attached sketch
-----	---------------------

OBSERVATIONS:

Footings Formed: No
Loose Soil Removed: Yes
Rebar Placed: No
Concrete Placed: No

SOILS REPORT:

qc-Cone Penetrometer: correlates to unconfined compressive strength, psf.
DCP-Dynamic Cone Penetrometer: correlates to SPT resistance or N value, blows/ft.

REVIEWED BY: Angela A. Anderson

REVIEWING ENGINEER: Steven P. Homar, P.E.

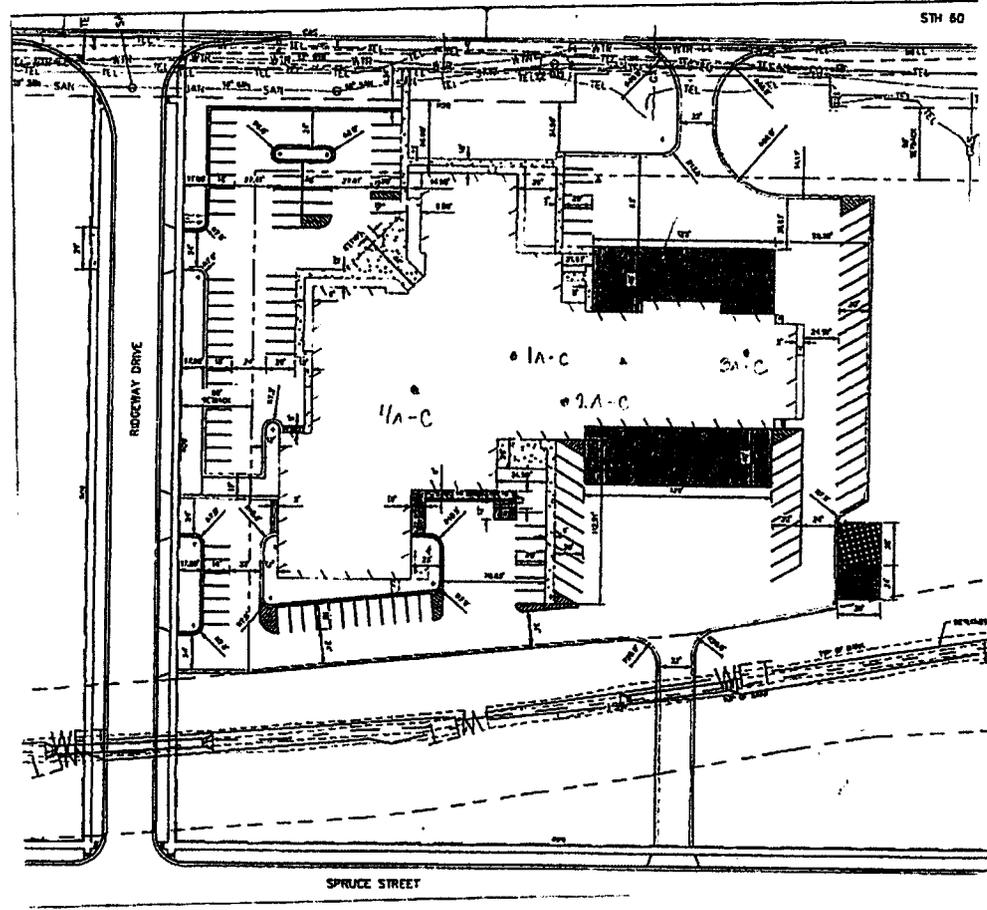


GILES

**GEOTECHNICAL, ENVIRONMENTAL, AND
CONSTRUCTION MATERIALS CONSULTANTS
ENGINEERING ASSOCIATES, INC.**

LOCATION SKETCH

FOUNDATION Soils FOR BUILDING PAD



Project Jackson Municipal Complex
 State Hwy 60 and Ridgeway Road
 Jackson, WI

Client Village of Jackson
 W164 N16660 Eagle Drive
 PO Box 637
 Jackson, WI 53037

NOT TO SCALE
LOCATIONS APPROXIMATED
Giles Project No. 1M-2006020
Date 6-22-20



June 24, 2020

Jackson Municipal Complex
N168W19721 Main St
Jackson, WI 543037

Building Stabilization Unit Prices

3" WisDOT Specified Dense Graded Stone - \$19.75 per ton compacted in place.
Geo-grid (Tensar BX1200 - \$3.55 per SY installed.
Geo-grid TriAx TX160 - 5.65 per SY installed.

Respectfully Submitted,

MIKE KOENIG CONST. CO., INC.

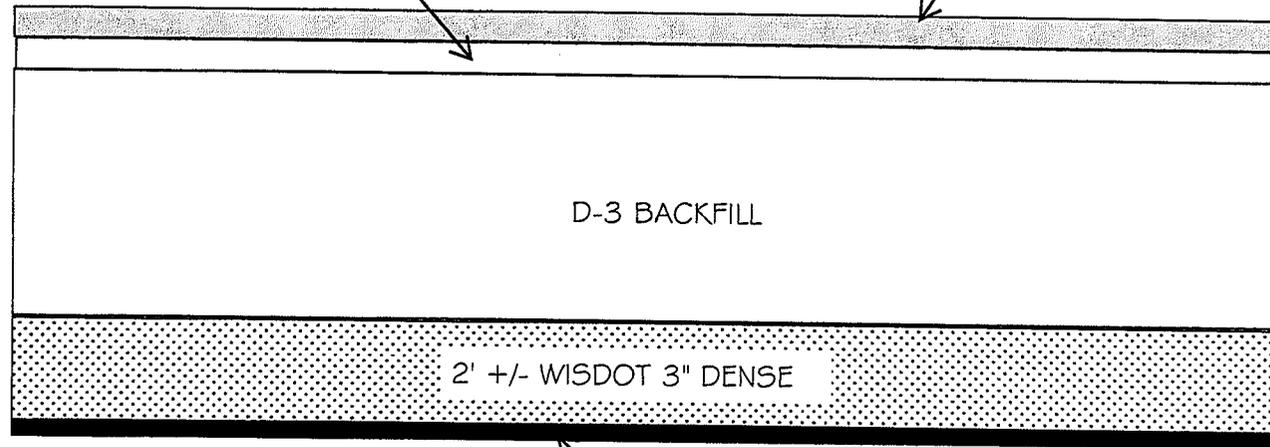
Pete Schmoll

Pete Schmoll
Project Manager

BUILDING PAD SOIL STABILIZATION SECTION

6" GRANULAR BASE

CONCRETE SLAB (Varies:
4"-8") Thickness



GEOGRID: Tensar BX1200
OR TriAx TX160

Village of Jackson
Municipal Complex



800-472-7372
www.cedarcorp.com

engineering . architecture . environmental . surveying .
landscape architecture . planning . economic development

PROJECT NO. J5789-002

DRAWN BY: DTK

DATE: 6/24/20

SCALE: NTS



engineering | architecture | environmental | surveying
landscape architecture | planning | economic development

W61 N497 Washington Avenue
Cedarburg, WI 53012
262-204-2360
800-472-7372
FAX 262-375-2688
www.cedarcorp.com

July 31, 2020

Village of Jackson
N168 W20733 Main Street
PO Box 637
Jackson, WI 53037

Attn: Mr. Brian Kober, P.E., Director of Public Works

Re: Contractor's Application for Payment No. 4
Municipal Complex
Project No. J05789-0002

Dear Mr. Kober:

Enclosed for your use in payment to Mike Koenig Construction Co., Inc. in the amount of \$538,432.54 is Contractor's Application for Payment No. 4.

Following your review and approval, please complete the application for payment forms within the areas reserved for the Owner. Thereafter, retain one copy for your records, provide the second copy to the Contractor with payment and, provide the third copy to our office.

Should you have any questions, please feel free to contact me at our Cedarburg office.

Sincerely,

CEDAR CORPORATION

Douglas T. Kroes
Senior Construction Manager

Enclosed: Contractor's Application for Payment No. 4
Lien Waivers: Applications 2 & 3

Cc: Pete Schmoll, Project Manager – Mike Koenig Construction Co., Inc.

Owner Engineer
 Contractor Funding Agency

Contractor's Application for Payment No. 4

	Application Period: 7/1/2020 to 7/31/2020	Application Date: 7/27/2020
To (Owner): Village of Jackson	From (Contractor): Mike Koenig Construction Co., Inc.	Via (Engineer): Cedar Corporation
Project: Municipal Complex	Contract: B-20	
Owner's Contract No:	Contractor's Project No: 200500	Engineer's Project No: J5789-0002

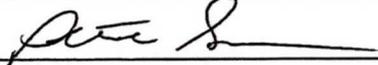
Application For Payment Change Order Summary

Number	Additions	Deductions	
1	\$9,207.50		1. ORIGINAL CONTRACT PRICE..... \$ <u>\$11,595,340.00</u>
2	\$89,762.17		2. Net change by Change Orders..... \$ <u>\$98,969.67</u>
			3. Current Contract Price (Line 1 ± 2)..... \$ <u>\$11,694,309.67</u>
			4. TOTAL COMPLETED AND STORED TO DATE (Column 1 total on Progress Estimates)..... \$ <u>\$1,545,814.70</u>
			5. RETAINAGE:
			a. 5% X <u>\$1,114,714.70</u> Work Completed..... \$ <u>\$55,735.73</u>
			b. 5% X <u>\$431,100.00</u> Stored Material..... \$ <u>\$21,555.00</u>
			c. Total Retainage (Line 5.a + Line 5.b)..... \$ <u>\$77,290.73</u>
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ <u>\$1,468,523.96</u>
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ <u>\$930,091.42</u>
			8. AMOUNT DUE THIS APPLICATION..... \$ <u>\$538,432.54</u>
TOTALS	\$98,969.67		
NET CHANGE BY CHANGE ORDERS	\$98,969.67		

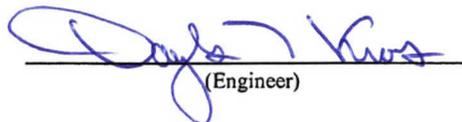
Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:  Date: 7-29-20

Payment of: \$ \$538,432.54
(Line 8 or other - attach explanation of the other amount)

is recommended by:  7/31/20
(Engineer) (Date)

Payment of: \$ \$538,432.54
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

Project: Municipal Complex			Application Number: 4				
Application Period: 7/1/2020 to 7/31/2020			Application Date: 7/27/2020				
		Work Completed		E	F		G
A	B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)				
	General Conditions	\$280,000.00	\$39,000.00		\$39,000.00	13.9%	\$241,000.00
	Bond	\$80,000.00	\$80,000.00		\$80,000.00	100.0%	
	Site Utilities	\$225,200.00	\$170,000.00	\$55,200.00	\$225,200.00	100.0%	
	Site Work	\$106,330.00	\$86,371.10	\$10,000.00	\$96,371.10	90.6%	\$9,958.90
	Asphalt	\$213,247.00					\$213,247.00
	Fencing	\$23,834.00					\$23,834.00
	Landscaping	\$45,000.00					\$45,000.00
	Concrete Foundations	\$180,000.00					\$180,000.00
	Concrete Flatwork	\$515,000.00					\$515,000.00
	Precast Concrete	\$1,690,000.00	\$49,716.50	\$16,566.50	\$431,100.00	29.4%	\$1,192,617.00
	Masonry	\$325,000.00					\$325,000.00
	Structural Steel	\$780,000.00					\$780,000.00
	Carpentry	\$180,000.00					\$180,000.00
	Cabinets	\$162,080.00					\$162,080.00
	Insulation	\$5,165.00					\$5,165.00
	Roofing	\$330,875.00					\$330,875.00
	EIFS	\$21,782.00					\$21,782.00
	Caulking	\$15,000.00					\$15,000.00
	HM & Wood Doors	\$206,860.00					\$206,860.00
	Aluminum Entrances	\$297,800.00					\$297,800.00
	Overhead Doors	\$304,999.00					\$304,999.00
	Gypsum Board Assemblies	\$543,000.00					\$543,000.00
	Flooring	\$217,739.00					\$217,739.00
	Epoxy Flooring	\$49,669.00					\$49,669.00
	Painting	\$153,577.00					\$153,577.00
	Acoustic Ceilings	\$85,250.00					\$85,250.00
	Specialties	\$80,000.00					\$80,000.00
	Lockers	\$109,673.00					\$109,673.00
	Mobil Storage Shelving	\$35,000.00					\$35,000.00
	Furnishings - Blinds	\$7,245.00					\$7,245.00
	Elevator	\$59,050.00	\$11,810.00		\$11,810.00	20.0%	\$47,240.00
	Firehouse Lift	\$53,000.00		\$22,000.00	\$22,000.00	41.5%	\$31,000.00
	Firehouse Slide Pole	\$21,500.00					\$21,500.00
	Mechanical HVAC	\$1,215,000.00					\$1,215,000.00
	Sprinklers	\$109,510.00					\$109,510.00
	Plumbing	\$613,850.00	\$25,000.00	\$30,000.00	\$55,000.00	9.0%	\$558,850.00
	Electrical	\$1,146,400.00	\$27,500.00	\$15,000.00	\$42,500.00	3.7%	\$1,103,900.00
	OH, Supervision & Profit	\$445,830.00	\$58,546.00	\$49,500.00	\$108,046.00	24.2%	\$337,784.00

Progress Estimate - Lump Sum Work

Contractor's Application

Project: Municipal Complex				Application Number: 4				
Application Period: 7/1/2020 to 7/31/2020				Application Date: 7/27/2020				
		Work Completed		E	F		G	
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period				
		\$10,933,465.00	\$547,943.60	\$198,266.50	\$431,100.00	\$1,177,310.10		\$9,756,154.90

Unit Price Progress Estimate

Contractor's Application

Project: Municipal Complex				Application Number:								
Application Period:				Application Date:								
A				B	C	D	E	F	G	H	I	J
Bid No.	Item Description	Estimated Bid Quantity	Unit Price	Quantity Completed						Total Completed & Stored to Date (C+E+G)		% Comp.
				Previous Applications		This Application		Materials Stored		Quantity	Amount	
				Quantity	Amount	Quantity	Amount	Quantity	Amount			
1	Imported Fill Material-Soil Class D-2	615 CY	\$22.75			115	\$2,616.25			115	\$2,616.25	18.7%
2	Footing Foundation Stabilization Excavation	700 CY	\$12.50									
3	Footing Foundation Stabilization Backfill - 1 1/4" CABC Dense	1400 TN	\$16.00									
4	Excavation Below Subgrade (EBS) - Building	1115 CY	\$12.55			115	\$1,443.25			115	\$1,443.25	10.3%
5	Structural Backfill - Building Pad - Soil Class D-3	9400 TN	\$16.00									
6	Crushed Aggregate Base Course - 1 1/4" Dense - Site	17500 TN	\$16.80	571.47	\$9,600.70	10975.07	\$184,381.18			11546.54	\$193,981.87	66.0%
7	Crushed Aggregate Base Course - 1 1/4" Dense -Building	TN	\$16.80									
8	Geogrid - Site	13000 SY	\$2.80	1793	\$5,020.40	8762.5	\$24,535.00			10555.5	\$29,555.40	81.2%
CO1	Add Transoms to Entry Doors (8 EA)	1 LS	\$3,566.50									
CO1	Removal & Disposal of Concrete Debris Pile	1 LS	\$7,363.00			1	\$7,363.00			1	\$7,363.00	100.0%
CO1	CREDIT Fire Dept. Log w/i Precast Panel	1 LS	-\$1,722.00									
CO2	Geogrid - Building Pad Stabilization	5450 SY	\$3.55			4088	\$14,512.40			4088	\$14,512.40	75.0%
CO2	3" Dense Graded Base - Building Pad Stabilization	7500 TN	\$19.75			5725.38	\$113,076.26			5725.38	\$113,076.26	76.3%
CO2	4"-8" Stone (6/18/20 Bldg Pad Stabilization Test Strip)	42.45 TN	\$40.00			42.45	\$1,698.00			42.45	\$1,698.00	100.0%
CO2	Existing Foundation Debris Disposal	1 LS	\$4,258.17			1	\$4,258.17			1	\$4,258.17	100.0%
CO2	Alternate Exterior Brick Material	1 LS	\$38,274.00									

Unit Price Progress Estimate

Contractor's Application

Project: Municipal Complex						Application Number:						
Application Period:						Application Date:						
A				B	C	D	E	F	G	H	I	J
Item		Estimated Bid Quantity	Unit Price	Quantity Completed						Total Completed & Stored to Date (C+E+G)		% Comp.
Bid No.	Description			Previous Applications		This Application		Materials Stored		Quantity	Amount	
				Quantity	Amount	Quantity	Amount	Quantity	Amount			
		TOTAL			\$14,621.10		\$353,883.50				\$368,504.60	

WAIVER OF LIEN

July 31, 2020

**For value received, we hereby waive partial rights and claims for lien on land and on Buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,
for Village of Jackson Owner
by Mike Koenig Construction Co., Inc., contractor
for Application No. 4 Invoice #10145 \$538,432.84 contingent on payment
same being situated in Washington County, State of Wisconsin, described as**

**Village of Jackson Municipal Complex
New facility
N168W19721 Main Street
Jackson, WI 53037**

for all labor performed and for all material furnished for the erection, construction, alteration, repair of said buildings and appurtenances, upon receipt of payment.

MIKE KOENIG CONSTRUCTION CO., INC.

 7-29-20
(Signature) (Date)

NAME: Pete Schmoll
TITLE: Project Manager

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: Edgewater Plumbing LLC
Name of Customer: Village of Jackson Municipal Complex
Job Location: N168W14721 Main St. Jackson WI 53073
Owner:
Through Date: June 2020

Unconditional Waiver and Release

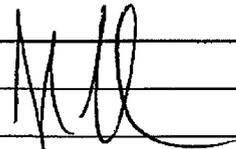
This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

\$ 23,750.00

Exceptions

This document does not affect any of the following:
(1) Retentions.
(2) Extras for which the claimant has not received payment.
(3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: 
Claimant's Title: Owner
Date of Signature: 7/24/2020

PARTIAL WAIVER OF LIEN

STATE OF Wisconsin)
 COUNTY OF Washington)
) SS

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Mike Koenig Construction Co., Inc.
 to furnish architectural precast panels
 for the premises known as Jackson Municipal Complex
 of which Village of Jackson is the owner.

THE undersigned, for and in consideration of our Hundred Fifty Six Thousand Seven Hundred Seventy Five Dollars and Sixty Seven Cent (\$456,775.67), and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Wisconsin, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS*.

DATE: June 30, 2020 COMPANY NAME: Stonecast Products, Inc.
 ADDRESS: N112 W14343 Mequon Road, Germantown, WI 53022

SIGNATURE AND TITLE [Signature] John Sonn, Controller

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

CONTRACTOR'S AFFIDAVIT

STATE OF Wisconsin)
 COUNTY OF Washington)
) SS

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, John Sonn BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS
Controller OF Stonecast Products, Inc.

WHO IS THE CONTRACTOR FOR THE architectural precast panels
 WORK ON THE BUILDING LOCATED AT N168 W19721 Main Street, Jackson, WI 53037
 OWNED BY Village of Jackson

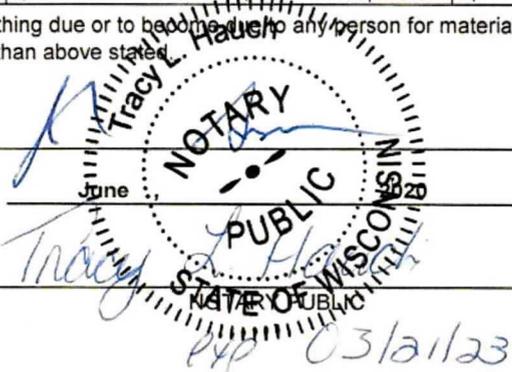
That the total amount of the contract including extras* is \$1,724,047.57 on which he or she has received payment of \$0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDNG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Stonecast Products, Inc. Germantown, WI 53022	architectural precast panels	\$ 1,724,047.57	\$ 0.00	\$ 456,775.67	\$ 1,267,271.90
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		\$ 1,724,047.57	\$ 0.00	\$ 456,775.67	\$ 1,267,271.90

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE: June 30, 2020 SIGNATURE: [Signature]

SUBSCRIBED AND SWORN TO BEFORE ME THIS 30th DAY OF June



*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

UNCONDITIONAL WAIVER OF LIEN

July 20, 2020

For value received, we hereby waive **partial** rights and claims for lien on land and on Buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,
for **Village of Jackson** Owner
by **Mike Koenig Construction Co., Inc.**, contractor
for **Applications #2 & #3 Invoices 10114 & 10129 \$838,701.42** same being situated in **Washington County, State of Wisconsin**, described as

**Village of Jackson Municipal Complex
New facility
N168W19721 Main Street
Jackson, WI 53037**

for all labor performed and for all material furnished for the erection, construction, alteration, repair of said buildings and appurtenances.

MIKE KOENIG CONSTRUCTION CO., INC.



(Signature)

7-20-20

(Date)

NAME: Pete Schroll
TITLE: Project Manager

UNCONDITIONAL WAIVER OF LIEN

I/we hereby waive unconditional partial rights and claims for lien on land, buildings and infrastructure to the appurtenances thereunto,

Project Name: JACKSON MUNICIPAL COMPLEX

Project Street Address: N168 W19721 MAIN ST

County: Sheboygan

State: WI

Owner: MIKE KOENIG CONSTRUCTION

For: WATER AND SEWER INSTALL

Final: No

Notes: Lien rights released when check for \$161,500.00 is cashed and cleared

Authorized Agent: COREY KORFF

Title: PRESIDENT

Date: 07/29/2020



7/23/20
**PARTIAL
 WAIVER OF LIEN**

For value received, we hereby waive partial rights and claims for lien on land and buildings about to be erected, being erected, altered or repaired and to the appurtenances thereunto,

for Village of Jackson owner,
 by Mike Koenig Construction contractor,
 for Excavation same
 being situated in Washington County, State of Wisconsin, described as
Jackson Municipal Complex
N168 W19721 Main Street
Jackson, WI 53037

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, retainage

Invoice # 13959
 Inv. Date 6/19/20
 Invoice Amount \$47,315.90
 Amount Paid \$44,950.10
 Date Paid 7/23/20

 C. Spielvogel & Sons Excavating, Inc.

Steve Spielvogel

 Steve Spielvogel, President





7/23/20
PARTIAL
WAIVER OF LIEN

For value received, we hereby waive partial rights and claims for lien on land and buildings about to be erected, being erected, altered or repaired and to the appurtenances thereunto,

for Village of Jackson owner,
 by Mike Koenig Construction contractor,
 for Excavation same
 being situated in Washington County, State of Wisconsin, described as
Jackson Municipal Complex
N168 W19721 Main Street
Jackson, WI 53037

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, retainage

Invoice # 13949
 Inv. Date 6/05/20
 Invoice Amount \$11,586.58
 Amount Paid \$11,007.25
 Date Paid 7/23/20

 C. Spielvogel & Sons Excavating, Inc.

Steve Spielvogel

 Steve Spielvogel, President





**7/23/20
PARTIAL
WAIVER OF LIEN**

For value received, we hereby waive partial rights and claims for lien on land and buildings about to be erected, being erected, altered or repaired and to the appurtenances thereunto,

for Village of Jackson owner,
 by Mike Koenig Construction contractor,
 for Excavation same
 being situated in Washington County, State of Wisconsin, described as
Jackson Municipal Complex
N168 W19721 Main Street
Jackson, WI 53037

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, retainage

Invoice # 13937
 Inv. Date 5/20/20
 Invoice Amount \$25,500.00
 Amount Paid \$24,225.00
 Date Paid 7/23/20

_____, C. Spielvogel & Sons Excavating, Inc.,
 _____,
 _____,
 _____, Steve Spielvogel, President



SECTION 00941
CHANGE ORDER

Change Order No. 1

Date of Issuance:	June 22, 2020	Effective Date:	June 22, 2020
Owner:	Village of Jackson	Owner's Contract No.:	A-20
Contractor:	Wondra Construction, Inc.	Contractor's Project No.:	
Engineer:	Cedar Corporation	Engineer's Project No.:	05789-0008
Project:	Spruce Street and Ridgeway Drive Extensions	Contract Name:	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

1	ADD 1 EACH Remove Catch Basin @ 500.00 EACH (Bid Item #13)	=	\$500.00
2	DELETE 131 LINEAL FEET of 18" RCP Storm Sewer @ \$51.90/LF (Bid Item #18)	=	(\$6,798.90)
3	ADD 37 LINEAL FEET of 12" RCP Storm Sewer @ \$44.70/LF (Bid Item #22)	=	\$1,653.90
4	ADD 2 EACH 2'x3' Storm Sewer Catch Basins @ \$1,930.00 EA (Bid Item #25)	=	\$3,860.00
	TOTAL	=	(\$785.00)

Reason for Change Order:

- a) Change Order Item Nos. 1-4: Cost changes associated with post bid storm sewer revisions related to conditions of the ANR Pipeline permit approval.

Attachments: (List documents supporting change)

- a) Change Order Item Nos. 1-4: 1) Revised Drawing Sheets 4 & 5 of 27, 2) E-mail correspondence between Engineer, Owner and Contractor dated 6/18/20.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>1,423,655.55</u>	Original Contract Times: Substantial completion (date): <u>September 15, 2020</u> Ready for Final Payment (date): <u>October 15, 2020</u>
[Increase] [Decrease] from previous approved Change Orders No. <u>0</u> to No. <u>0</u> : \$ <u>0.00</u>	from previous Change Orders: No. <u>0</u> to No. <u>0</u> : Substantial Completion (days): <u>0</u> Ready for Final Payment (days): <u>0</u>
Contract Price prior to this Change Order: \$ <u>1,423,655.55</u>	Contract Times prior to this Change Order: Substantial completion (date): <u>September 15, 2020</u> <u>October 15, 2020</u>
[Decrease] of this Change Order: \$ <u>(785.00)</u>	[Increase] [Decrease] this Change Order: Substantial Completion (days): <u>0</u> Ready for Final Payment (days): <u>0</u>
Contract Price incorporating this Change Order: \$ <u>1,422,870.55</u>	Contract Times with all approved Change Orders: Substantial completion (date): <u>September 15, 2020</u> Ready for Final Payment (date): <u>October 15, 2020</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u> Engineer (if required)	By: <u>[Signature]</u> Owner (Authorized Signature)	By: <u>[Signature]</u> CONTRACTOR (Authorized Signature)
Title: <u>Sen. Const. Manager</u>	Title: _____	Title: <u>Project Manager</u>
Date: <u>6-22-20</u>	Date: _____	Date: <u>7-7-2020</u>

Approved by Funding Agency (if applicable):

By: _____ Date: _____
Title: _____

Doug Kroes

From: Doug Kroes
Sent: Thursday, June 18, 2020 4:42 PM
To: 'Brian Kober'; Matt Cameron
Cc: joe.coe@cedarcorp.com
Subject: Jackson Spruce & Ridgeway Extensions: Plan Revisions - Storm Sewer
Attachments: Design-04_Spruce St.pdf; Design-05_Spruce St.pdf

Brian & Matt:

As discussed at the preconstruction conference this week, attached please find revised Plan Sheets 4 of 27 & 5 of 27. The revisions are related to the proposed storm sewer and were prepared post bid as a result of review comments by representatives of ANR Pipeline. These revisions affect estimated contract quantities as follows:

Bid Item #13, Remove Catch Basin: ADD 1 EACH
Bid Item #18, 18" RCP Storm Sewer: DELETE 131 Lineal Feet
Bid Item #22, 12" RCP Storm Sewer: ADD 37 Lineal Feet
Bid Item #25, 2'x3' Storm Sewer Catch Basin: ADD 2 EACH

Our office will prepare a contract change order to include the above mentioned change items.

Please let us know if you have any questions.

Thank you,

Doug Kroes

Senior Construction Manager

Cedar Corporation

W61 N497 Washington Avenue | Cedarburg | WI | 53012

Office: 262-204-2360 ext 1403 | TF: 800-472-7372

Cell: 920-246-6326

doug.kroes@cedarcorp.com

www.cedarcorp.com | [LinkedIn](#) | [Facebook](#) | [Twitter](#)

This e-mail and any attachments may contain proprietary and confidential information from Cedar Corporation. Please visit our website at <http://www.cedarcorp.com/disclaimer> for more details.



engineering | architecture | environmental | surveying
landscape architecture | planning | economic development

W61 N497 Washington Avenue
Cedarburg, WI 53012
262-204-2360
800-472-7372
FAX 262-375-2688
www.cedarcorp.com

July 24, 2020

Village of Jackson
N168 W20733 Main Street
PO Box 637
Jackson, WI 53037

Attn: Mr. Brian Kober, P.E., Director of Public Works

Re: Contractor's Application for Payment No. 1
Spruce Street and Ridgeway Drive Extensions
Project No. 05789-0008

Dear Mr. Kober:

Enclosed for your use in payment to Wondra Construction, Inc. in the amount of \$365,561.84 is Contractor's Application for Payment No. 1.

Following your review and approval, please complete the application for payment forms within the areas reserved for the Owner. Thereafter, retain one copy for your records, provide the second copy to the Contractor with payment, and provide the third copy to our office.

Should you have any questions, please feel free to contact me at our Cedarburg office.

Sincerely,

CEDAR CORPORATION

Douglas T. Kroes
Senior Construction Manager

Enclosed: As Noted

Cc: Roger Thimm, Wondra Construction, Inc.

Owner Engineer
 Contractor Funding Agency

Contractor's Application for Payment No. 1

Application Period: 6/23/20 - 7/23/20		Application Date: 7/23/2020	
To (Owner): Village of Jackson		From (Contractor): Wondra Construction, Inc.	Via (Engineer): Cedar Corporation
Project: Spruce Street and Ridgeway Drive Extensions		Contract: Roger Thimm	
Owner's Contract No: A-20	Contractor's Project No:		Engineer's Project No: 05789-0008

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
1		
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE.....	\$	<u>\$1,424,505.55</u>
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 ± 2).....	\$	<u>\$1,424,505.55</u>
4. TOTAL COMPLETED AND STORED TO DATE		
(Column 1 total on Progress Estimates).....	\$	<u>\$384,801.94</u>
5. RETAINAGE:		
a. 5% X <u>\$384,801.94</u> Work Completed.....	\$	<u>\$19,240.10</u>
b. 5% X _____ Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	<u>\$19,240.10</u>
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	<u>\$365,561.84</u>
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	
8. AMOUNT DUE THIS APPLICATION.....	\$	<u>\$365,561.84</u>

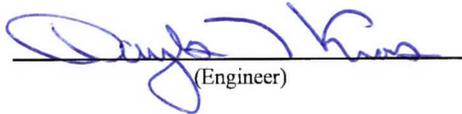
Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: Roger W Thimm Date: 7-27-20

Payment of: \$ \$365,561.84
(Line 8 or other - attach explanation of the other amount)

is recommended by:  (Engineer) 7/24/20 (Date)

Payment of: \$ \$365,561.84
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____
Funding or Financing Entity (if applicable) _____ (Date)

Unit Price Progress Estimate

Contractor's Application

Project: Spruce Street and Ridgeway Drive Extensions				Application Number: 1								
Application Period: 6/23/20 - 7/23/20				Application Date: July 23, 2020								
A				B	C	D	E	F	G	H	I	J
Bid No.	Item Description	Estimated Bid Quantity	Unit Price	Quantity Completed						Total Completed & Stored to Date (C+E+G)		% Comp.
				Previous Applications		This Application		Materials Stored		Quantity	Amount	
				Quantity	Amount	Quantity	Amount	Quantity	Amount			
1	CLEARING AND GRUBBING	1 L.S.	\$12,000.00			1	\$12,000.00			1	\$12,000.00	100.0%
2	COMMON EXCAVATION	1 L.S.	\$132,600.00			0.75	\$99,450.00			0.75	\$99,450.00	75.0%
3	IMPORTED FILL MATERIAL	3,200 C.Y.	\$26.00									
4	SAW CUTTING ASPHALT PAVEMENT	451 L.F.	\$3.35									
5	ASPHALT PAVEMENT REMOVAL	562 S.Y.	\$2.60									
6	8" PVC SANITARY SEWER MAIN	1,871 L.F.	\$90.00			1642	\$147,780.00			1642	\$147,780.00	87.8%
7	48" DIA. SANITARY SEWER MANHOLE (7 Units)	94 V.F.	\$310.25			65.6	\$20,352.40			65.6	\$20,352.40	69.8%
8	SANITARY MANHOLE RIM ADJUSTMENT	1 EACH	\$550.00									
9	8" PVC WATER MAIN	2,750 L.F.	\$64.10			588	\$37,690.80			588	\$37,690.80	21.4%
10	12"X 8" LIVE TAPPING TEE	2 EACH	\$3,850.00			1	\$3,850.00			1	\$3,850.00	50.0%
11	HYDRANT ASSEMBLY	6 EACH	\$5,535.00			2	\$11,070.00			2	\$11,070.00	33.3%
12	8" GATE VALVE	10 EACH	\$1,995.00			2	\$3,990.00			2	\$3,990.00	20.0%
13	REMOVE CATCH BASIN	1 EACH	\$500.00									
14	27" RCP STORM SEWER	76 L.F.	\$67.95									
15	27" RCP APRON ENDWALL (AEW) W/ TRASHGUARD	1 EACH	\$1,720.00									
16	24" RCP STORM SEWER	734 L.F.	\$60.60			61.5	\$3,726.90			61.5	\$3,726.90	8.4%
17	24" RCP APRON ENDWALL (AEW) W/ TRASHGUARD	1 EACH	\$1,455.00									
18	18" RCP STORM SEWER	495 L.F.	\$51.90									
19	18" RCP APRON ENDWALL (AEW) W/ TRASHGUARD	1 EACH	\$1,200.00									
20	15" RCP STORM SEWER	88 L.F.	\$46.90									
21	15" RCP APRON ENDWALL (AEW) W/ TRASHGUARD	1 EACH	\$1,080.00									
22	12" RCP STORM SEWER	290 L.F.	\$44.70			117.5	\$5,252.25			117.5	\$5,252.25	40.5%
23	48" DIA. STORM SEWER MANHOLE (5 Units)	16 V.F.	\$723.75			7.25	\$5,247.19			7.25	\$5,247.19	45.3%
24	60" DIA. STORM SEWER MANHOLE (1 Unit)	4 V.F.	\$736.50									
25	2' X 3' STORM SEWER CATCH BASIN	16 EACH	\$1,930.00			2	\$3,860.00			2	\$3,860.00	12.5%
26	POND OUTLET STRUCTURE	1 EACH	\$4,420.00									
27	CULVERT REMOVAL W/O REPLACEMENT	2 EACH	\$300.00									
28	53"X 34" HERCP CULVERT REMOVE AND REPLACE	204 L.F.	\$137.00									
29	53"X 34" HERCP CULVERT APRON ENDWALL (AEW)	4 EACH	\$1,725.00									
30	68"X 43" HERCP CULVERT	170 L.F.	\$180.60			104	\$18,782.40			104	\$18,782.40	61.2%
31	68"X 43" HERCP CULVERT APRON ENDWALL (AEW)	4 EACH	\$2,850.00			2	\$5,700.00			2	\$5,700.00	50.0%
32	RIP RAP, MEDIUM	120 C.Y.	\$85.70									
33	EXCAVATION BELOW SUBGRADE (EBS)	800 C.Y.	\$18.10									
34	EBS BACKFILL 1 1/4" DENSE	800 TONS	\$13.60									
35	EBS BACKFILL, BREAKER RUN	800 TONS	\$14.15									
36	CRUSHED AGGREGATE BASE COURSE 1 1/4"	6029 TONS	\$13.10									
37	REMOVE CURB AND GUTTER	272 L.F.	\$5.00									
38	30" CURB AND GUTTER TYPE D	5,225 L.F.	\$12.50									
39	7" CONCRETE DRIVEWAY APRON	1212 S.F.	\$6.70									
40	4" CONCRETE SIDEWALK	25030 S.F.	\$3.80									
41	LOWER LAYER HMA PAVEMENT, 3 LT	1790 TONS	\$65.81									
42	UPPER LAYER HMA PAVEMENT, 4 LT	1040 TONS	\$62.90									

Unit Price Progress Estimate

Contractor's Application

Project: Spruce Street and Ridgeway Drive Extensions				Application Number: 1								
Application Period: 6/23/20 - 7/23/20				Application Date: July 23, 2020								
A				B	C	D	E	F	G	H	I	J
Bid No.	Item Description	Estimated Bid Quantity	Unit Price	Quantity Completed						Total Completed & Stored to Date (C+E+G)		% Comp.
				Previous Applications		This Application		Materials Stored		Quantity	Amount ..	
				Quantity	Amount	Quantity	Amount	Quantity	Amount			
43	DITCH CHECKS	19 EACH	\$158.00									
44	SILT FENCE	2450 L.F.	\$1.50									
45	INLET PROTECTION	17 EACH	\$85.00									
46	TRACKING PAD	2 EACH	\$2,100.00			2	\$4,200.00			2	\$4,200.00	100.0%
47	TRAFFIC CONTROL	1 L.S.	\$3,700.00			0.5	\$1,850.00			0.5	\$1,850.00	50.0%
48	SITE RESTORATION	1 L.S.	\$36,800.00									
Alt 1	ASPHALT WEDGING	1 L.S.	\$850.00									
TOTAL							\$384,801.94				\$384,801.94	