A Quorum of the Administration Committee, Board of Public Works, Personnel Committee, Plan Commission, Redevelopment Authority, and other City bodies may attend this meeting, though no official action of these bodies will be taken.

Menasha

BOARD OF PUBLIC WORKS MEETING AGENDA

Monday, July 7, 2025 at 6:45 PM

First Floor Conference Rooms
100 Main Street, Menasha, WI

or immediately following the Administration Committee meeting

A. Call to Order

B. Roll Call

C. Public Comments on Any Matter Listed on the Agenda
(5 minute time limit for each person)

D. Minutes to Approve

1. Board of Public Works, 6/16/25

E. Discussion / Action Items

1. Street Use Application - Harvest Festival; Saturday, September 20, 2025; 8:00 a.m. to 6:00 p.m.; B.L.O.O.M., LLC
2. Payment - Sommers Construction Co., Inc.; Contract Unit No. 2025-02; Street Construction and Rehabilitation; $361,151.13 (Payment No. 1)
3. Recommend to Award - Contract Unit No. 2025-03; Jefferson Park Boat Launch; to Northeast Asphalt, Inc.; $1,315,650.00
4. Change Order - Menasha Utilities; Contract Unit No. M0002-06-24-00128; $8,195.00 (Change Order No. 1)
5. Payment - Cardinal Construction Co., Inc.; Contract Unit No. 2024-10; Jefferson Park Shelter Construction; $15,499.52 (Payment No. 6)

F. Adjournment

"Menasha is committed to its diverse population. Our Non-English speaking population and those with disabilities are invited to contact the Menasha City Clerk at 967-3603 24-hours in advance of the meeting for the City to arrange special accommodations."

Menasha

BOARD OF PUBLIC WORKS MINUTES

Monday, June 16, 2025 at 6:30 PM

First Floor Conference Rooms
100 Main Street, Menasha, WI

A. CALL TO ORDER
Meeting called to order by Chair Ropella at 7:13pm.

B. ROLL CALL
Present: Alds. Rand, Eisenach, Hale, Perkins, Lewis, Marshall, Grade, Ropella
Also Present: FD Sassman, DPW Merten, PRD Sackett, PC Thorn, FC Teesch,CA Struve, Mayor Hammond, Clerk Snyder, DC Janet

C. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

D. MINUTES TO APPROVE

1. Board of Public Works, 6/2/25
Motion by District 6 Alderperson Marshall seconded by District 7 Alderperson Grade to approve. Motion carried on voice vote.

E. COMMUNICATIONS

1. Racine Street Bridge Comprehensive Assessment RFP Update
Motion by District 6 Alderperson Marshall, seconded by District 2 Alderperson Eisenach to receive.

Motion carried 8-0 on roll call.

Discussion considered contracting with an out-of-state group; staff advised on state certifications.

Staff advised on the background of the Racine Street Bridge Comprehensive Assessment RFP requested by the former Common Council. The Public Works Department did not receive any proposals in response to this RFP. Staff intend to provide the Common Council with an updated recommendation.

F. DISCUSSION / ACTION ITEMS

1. O-7-25 – An Ordinance Amending Title 10, Chapter 1, Article B, Section 15, Subsection C and Section 16, Subsection B of the Code of Ordinances, Effectively Replacing Yield Control with Stop Control on Green Bay Street at First Street and at Second Street (Introduced by Ald. Eisenach)
Motion by District 2 Alderperson Eisenach, seconded by District 4 Alderperson Perkins to approve.

Motion failed 3-5 on roll call. Districts 1, 3, 4, 7, and 8 Alderpersons Rand, Hale, Perkins, Grade, and Ropella voted no.

Discussion considered the increased presence of child pedestrians in the affected areas.

Staff advised on traffic analyses of the affected areas using formulas prescribed by the Federal Highway Administration's Manual on Uniform Traffic Control Devices. These analyses suggest insufficient warranting for the installation of stop controls, and potentially sufficient warranting for the installation of yield controls. Staff acknowledged moderating factors, such as the newly renovated Jefferson Park, area schools, and other circumstances affecting the area in question.

2. Change Order - Janke General Contractors, Inc.; Contract Unit No. 2024-08; Water Street Corridor Reconstruction; Deduct $53,039.40 (Change Order No. 3 and Final)

   Motion by District 6 Alderperson Marshall, seconded by District 7 Alderperson Grade to approve.

   Motion carried 8-0 on roll call.

3. Payment - Janke General Contractors, Inc.; Contract Unit No. 2024-08; Water Street Corridor Reconstruction; $78,799.94 (Payment No. 12 and Final)

   Motion by District 6 Alderperson Marshall, seconded by District 5 Alderperson Lewis to approve.

   Motion carried 8-0 on roll call.

4. Payment - Northeast Asphalt, Inc.; Contract Unit No. 2024-03; Jefferson Park Improvements; $195,308.74 (Payment No. 8)

   Motion by District 6 Alderperson Marshall, seconded by District 7 Alderperson Grade to approve.

   Motion carried 8-0 on roll call.

   Discussion considered signage installation at Jefferson Park for traffic direction.

   Staff advised that the next payment is the anticipated final payment for this project. Staff recently provided the contractor with a final list of outstanding needs.

5. Payment - Donald Hietpas & Sons; Contract Unit No. M0002-09-24-00362; Sewer & Water Main Reconstruction (Wilson Street & Harding Street); $302,097.64 (Payment No. 2)

Motion by District 6 Alderperson Marshall, seconded by District 3 Alderperson Hale to approve.

Motion carried 8-0 on roll call.

Staff advised that the utility portion of this project is nearly complete. The next payment is the anticipated final payment. Most concrete work should be completed this week with driveway work to follow. Staff additionally advised on communications with residents.

G. ADJOURNMENT

Motion by District 8 Alderperson Ropella seconded by District 7 Alderperson Grade to adjourn the Board of Public Works meeting at 7:43pm. Motion carried on voice vote.

Minutes submitted by City Clerk Kaija Snyder.

Menasha

Harvest Fest   Sept 20, 2025

Special Event Application

EVENT DETAILS - SECTION 1

Parks and Recreation Department – (920) 967-3640
100 Main Street, Suite 200 (2nd Floor), Menasha, WI 549252   Email: lwalbrun@menashawi.gov

1. Will you be reserving a park? ☐ Yes ☒ No
   Confirm your requested date with the Parks Department as soon as possible to ensure facility availability.

2. Will you be selling alcoholic beverages? ☐ Yes ☒ No
   All multi-day events and events that plan to sell beer and/or wine to the public must also appear before the Parks and Recreation Board.

Menasha Police Department – Phone: (920) 967-3500
430 First Street, Menasha, WI 54952   Email: ahanchek@menashawi.gov

3. Event Coordinator will need to submit a plan for emergency situations.
   If you do not have a plan, one will be provided to you to sign and submit with a map. *Please see document #1 – Special Event Holders Guide for Emergency Situations and #2 – Map.Downtown Menasha* OR *#3 – Map.Jefferson Park*

4. Does your event require traffic control or services provided by our Police Department? ☒ Yes ☐ No

Public Works Department – (920) 967-3610
100 Main Street, Suite 200 (2nd Floor), Menasha, WI 549252   Email: alee@menashawi.gov

5. Will you be using City streets or other public right of way? ☒ Yes ☐ No
   Please submit the $25 Street Use Fee with your special event paperwork. Street Use requires Board of Public Works and Common Council approval. You (or a representative for your event) will be required to attend a Common Council meeting to answer any questions regarding this potential street closure. Please be aware the entire approval process may take more than 60 days.

6. Does your event require street closure? ☒ Yes ☐ No
   If your event requires street closure, barricade and signage requests will be discussed at a Special Events Meeting. This information will be noted on the Fee Schedule and Breakdown Worksheet. Special Events requiring street closure need Council approval. It is highly recommended that information regarding your event is not published or advertised until you have received Common Council approval.

   PLEASE NOTE: If you are requesting a street closure, it is also your responsibility to notify residents and businesses (including Gold Cross, Lamers School Bus and Valley Transit) that are directly affected (we can provide a sample "Notification of Request to Close a City Street"). This will need to be done at least 7 days prior to your appearance at the required Common Council meeting. Event Holder to submit one copy of the completed notification to the Director of Public Works. *Complete Document #4 – Notification of Request to Close a City Street*

Neenah-Menasha Fire Department - (920) 886-6200
125 E. Columbian Ave., Neenah, WI 54956   Email: jmavroff@nmfire.org

7. Will there be fireworks at your event? ☐ Yes ☒ No
   Complete Document #5 - NMFR.Fireworks Display Application

8. Will you be putting up a tent? 10' x 10' ☒ Yes ☐ No
   Some tents require a Certificate of Fireproofing and Inspections by the Fire Department. All tents with stakes require diggers Hotline clearance by calling 811 at least five (5) days prior to the event. *Complete Document #6 - NMFR.Tent Permit*

Clerk's Office - (920) 967-3603
100 Main Street, Suite 200 (2nd Floor), Menasha, WI 54952   Email: ksnyder@menashawi.gov

9. Will you be selling/serving alcoholic beverages? ☐ Yes ☒ No
   Complete form #7 - Clerk.AB-220 Temporary Alcohol Beverage License, form #8 - Clerk.AB-100 Alcohol Beverage Individual Questionnaire and form #9 - Clerk.AB-101 Alcohol Beverage Appointment of Agent.

10. Will there be inflatables or carnival rides at your event? ☐ Yes ☒ No
   Complete form # 10 - Clerk.Carnival Permit Application. Permit needs to be submitted at least 10 days prior to your event.

Health Department - (920) 967-3522
100 Main Street, Suite 100 (1st Floor), Menasha, WI 54952   Email: tdrew@menashawi.gov

11. Will you or vendors at your event be selling or serving food? ☒ Yes ☐ No
   Please see documents HealthDept.Mobile Restaurant Operators Memo AND HealthDept.Food Safety Guidelines.

EVENT INFORMATION – SECTION 2

Permit Fee: A $50 Special Event Administrative Fee plus a Street Use Application Fee of $25 (if applicable) must be submitted with the application at least 60 days prior to your event. Please make checks payable to City of Menasha.

Event Name HARVEST FESTIVAL Total Anticipated Attendance 3000+

Sponsoring Organization B.L.O.O.M., LLC

Organization Address c/o 3503 N. JUANITA LN, APPLETON, WI 54911

Event Location MAIN STREET, MENASHA FROM RACINE ST TO MILWAUKEE ST

Date of Event (list each date if a multi-day event) SATURDAY, SEPT. 20, 2025

Event Set-up Time 8am Event Start Time 10am Event End Time 6 PM

EVENT COORDINATOR – SECTION 3

Please list the main contact for questions pertaining to your event. Any other individuals authorized to speak with City Staff regarding your event and/or its billing should also be listed. At least one of the contacts listed MUST be on site at the event during all event operating hours.

1. Event Facilitator/Responsible Person SANDI PUFAHL

   Email sandrapufahl703@gmail.com Phone 920-456-9490

2. Day of Event Contact Name (person on site) SAME

   Email ______ Phone ______

EVENT DETAILS – SECTION 4

Please list the main contact for questions pertaining to your event. Any other individuals authorized to speak with City Staff regarding your event and/or its billing should also be listed. At least one of the contacts listed MUST be on site at the event during all event operating hours.

What type(s) of activities will be part of your event (please check all that apply):

- ☒ Amplified Music
- ☐ Amusement Rides, Inflatables, Dunk Tank, and/or Petting Zoo
- ☐ Baseball/Softball Tournament
- ☐ Fireworks
- ☐ Food Trucks
- ☐ Parade or Run/Walk Event (On-Street)
- ☐ Run/Walk (using trail system-no streets)
- ☐ Sell Beer/Wine/Fermented Malt Beverage
- ☐ Sell Concessions/Food other than Food Trucks
- ☒ Set Up Temporary Tent/Structure
- ☒ Vendor Show Number of Vendors? 50-75
- ☐ Other

Describe any Street Use your event will require. (Please attach a detailed map; map MUST include exact location of event, route/street closure (if applicable), barricade placement, etc.)

See attached

Harvest Fest

FERMENTED MALT/WINE BEVERAGE PERMIT

For Consumption Only! SALE of fermented malt beverages and wine requires a Temporary Class "B" License in addition to this permit

(Allowed only at Barker Farm, Jefferson, Koslo and Curtis Reed Square)

The below named assumes responsibility for exercising control over attendees' behavior at the event. **This person or designee must be present for the duration of the event.** The Menasha Police Department will contact the permittee if any problem arises. **Unruly/illegal group behavior will jeopardize future reservation privileges. This permit allows fermented malt beverages and wine only. No hard liquor or glass containers.**

Permittee Name(please print): ______________________
Last First M.I.

Area that fermented malt beverages and wine will be consumed: ______________________

Signature: ______________________

INSURANCE – SECTION 5 ~~A~~ See Kaija Snyder

A Certificate of Liability Insurance and Endorsement, each naming the City of Menasha as additional insured, must be submitted with your completed Special Events Application in order for your event to be considered for approval by the Board of Public Works and the Common Council. This is your primary insurance. See document Sec5.Misc.Insurance Information for specifics. Insurance through HUB International is also offered by our office for one-time events (Document Sec5.Clerk.Insurance Application)

Name of Insurance Company COLONY INS. CO. HUB INTERNATIONAL INS SERV Policy Number # 103 GL 002111

Email sandrapufahl703@gmail.com Phone 920-456-9490

Applicant Signature Sandra Pufahl Date 2/11/25

PERSON, GROUP, CLUB OR ORGANIZATION TO BE INVOICED – SECTION 6

Please complete this section if the information is different from what you entered in Sections 1 and 2.

Person or Organization Name ______________________

Address ______________________

City ______________________ State ________ Zip Code ______________

Email ______________________ Phone ______________

HOLD HARMLESS AGREEMENT – SECTION 7

I agree to hold the city of Menasha harmless from any claim for damage or injury arising out of our activities in connection with the date of this event. I further understand this agreement to indemnify is for any and all liability of the City of Menasha, including costs of defense and attorneys' fees, including: Damage or injury caused in part by the City's negligence, unless I demonstrate by clear and convincing evidence, that such damage or injury was caused solely by the City's negligence. I further agree to exercise due care in the preservation of the premises. I further agree to pay for all damages to park property or grounds beyond what the Department determines to be normal wear and tear. I further agree that I will ensure compliance with all rules, regulations, or ordinances applicable to the use of City of Menasha parks and choose not to negotiate any terms of this agreement.

Applicant Signature Sandra Pufahl Date 2/11/25

Completed applications can be mailed to or dropped off at: Menasha City Center, 100 Main Street, Suite 200, Menasha, WI 54952 or e-mailed to lwalbrun@menashawi.gov. For any questions regarding this application or the permitting process, contact Lori in Parks and Recreation at (920) 967-3640.

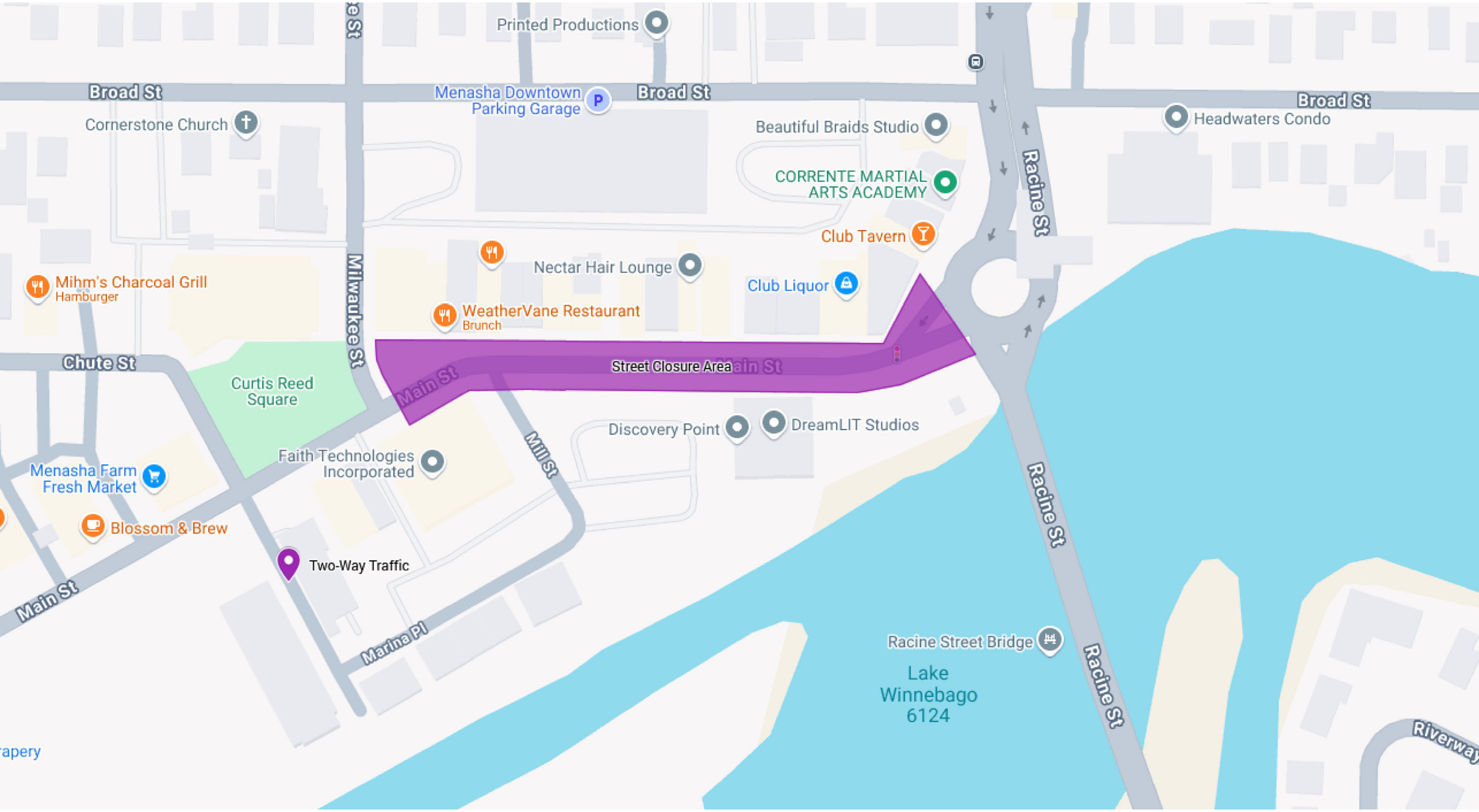
STAFF USE ONLY

Scheduled Board of Public Works Review Date: ______________________

Scheduled Parks & Recreation Board Review Date: ______________________

Scheduled Common Council Review Date: ______________________

Staff Approval: Police Dept. ath. Fire Dept. ______ Public Works Dept. ______ City Attorney ______



Printed Productions
Broad St
Menasha Downtown Parking Garage
Broad St
Broad St
Cornerstone Church
Beautiful Braids Studio
Headwaters Condo
CORRENTE MARTIAL ARTS ACADEMY
Racine St
Club Tavern
Nectar Hair Lounge
Club Liquor
Mihm's Charcoal Grill
Hamburger
WeatherVane Restaurant
Brunch
Milwaukee St
Chute St
Street Closure Area
Main St
Curtis Reed Square
Main St
Discovery Point
DreamLIT Studios
Faith Technologies Incorporated
Mill St
Menasha Farm Fresh Market
Racine St
Blossom & Brew
Two-Way Traffic
Main St
Marina Pl
Racine Street Bridge
Lake Winnebago
6124
Racine St
Riverway

Certificate of Payment

Date: 7/3/2025 **Payment Request:** 1 (One)

Contractor: Sommers Construction Co, Inc

Address: W7841 Smith Street, Shiocton, WI 54170

Contract Unit No.: 2025-02

Project Description: Street Construction & Rehabilitation - Various Locations (Canvasback Dr., Cygnet Ct., Olde Pulley Ln., Harding St. & Wilson St.)

		Original Contract Amount:	$ 478,615.95
Change Order 1:		**Total Change Orders:**	$ -
Change Order 2:		**Total Contract Amount (Including Change Orders):**	$ 478,615.95
Change Order 3:		**Total Earned to Date (Summary Attached):**	$ 373,116.53
Change Order 4:		**Less Retainage:** 2.5%	$ 11,965.40
		Amount Due:	$ 361,151.13

Payment 1	
Payment 2	
Payment 3	
Payment 4	
Payment 5	
Payment 6	
Payment 7	
Current Payment	**$ 361,151.13**

I certify that all bills for labor, equipment, materials and services are paid for which previous certificates for payment were issued.
(Lien Waivers from all subcontractors and suppliers shall accompany each Request for Payment.)

Date: ____________ **BY:** ____________

Recommended for Payment

Laura Jungwirth, Public Works Director: ____________

Common Council Approval Date: ____________

Finance Department

Account Number	Amount

Itemized Bid Tabulation
City of Menasha Contract Unit No. 2025-02
Street Construction & Rehabilitation

Street Construction - Canvasback Dr. & Cygnet Ct.

Item	Quantity	Description			Payment 1	
		Base Bid	**Unit Price**	**Item Total**	**Quantity**	**Total**
1	4,664	Pavement / Base Pulverizing	$ 0.65	$ 3,031.60	4664.00	$ 3,031.60
2	510	Unclassified Excavation	$ 9.85	$ 5,023.50	510.00	$ 5,023.50
3	4,572	Fine Grading & Compaction	$ 1.00	$ 4,572.00	4572.00	$ 4,572.00
4	2,666	30" Concrete Curb & Gutter	$ 15.45	$ 41,189.70	2650.00	$ 40,942.50
5	1,280	No. 4 Epoxy Coated Rebar	$ 1.00	$ 1,280.00	500.00	$ 500.00
6	17	Utility Adjustment	$ 550.00	$ 9,350.00	10.00	$ 5,500.00
7	3	Water Valve Adjustment	$ 150.00	$ 450.00	0.00	$ -
8	84	Sawcut	$ 5.00	$ 420.00	75.00	$ 375.00
9	592	Asphalt Binder Course Pavement	$ 63.90	$ 37,828.80	509.08	$ 32,530.21
10	460	Asphalt Surface Course Pavement	$ 71.80	$ 33,028.00	333.91	$ 23,974.74
11	6,156	6" Thick Concrete Trail, Handicap Ramp or Apron	$ 6.45	$ 39,706.20	5000.00	$ 32,250.00
12	3,100	Lawn and Terrace Restoration	$ 7.95	$ 24,645.00	0.00	$ -
13	1	Temporary Mailboxes	$ 300.00	$ 300.00	1.00	$ 300.00
14	1	Erosion Control	$ 450.00	$ 450.00	1.00	$ 450.00
15	1	Traffic Control	$ 2,500.00	$ 2,500.00	1.00	$ 2,500.00
16	1	Construction mobile/demobile; Project coordination; All incidental utility and misc. roadway work; and all other project work area restoration and clean-up to an equal and/or better preconstruction condition as required and related to the overall project.	9900	$ 9,900.00	1.00	$ 9,900.00
		Total Base Bid (Items 1 - 16)		**$ 213,674.80**		**$ 161,849.55**

Street Rehabilitation - Olde Pulley Ln., Harding St. & Wilson St.

Item	Quantity	Description				
		Base Bid	**Unit Price**	**Item Total**		
1	8,787	Pavement / Base Pulverizing	$ 0.55	$ 4,832.85	8787.00	$ 4,832.85
2	972	Unclassified Excavation	$ 9.85	$ 9,574.20	972.00	$ 9,574.20
3	8,787	Fine Grading & Compaction	$ 1.00	$ 8,787.00	8500.00	$ 8,500.00
4	20	Utility Adjustment	$ 550.00	$ 11,000.00	10.00	$ 5,500.00
5	1	Water Valve Adjustment	$ 150.00	$ 150.00	0.00	$ -
6	1,150	No. 4 Epoxy Coated Rebar	$ 1.00	$ 1,150.00	500.00	$ 500.00
7	445	Sawcut	$ 3.50	$ 1,557.50	350.00	$ 1,225.00
8	1,137	Asphalt Binder Course Pavement 2 1/4" Thick	$ 61.90	$ 70,380.30	796.88	$ 49,326.87
9	885	Asphalt Surface Course Pavement 1 3/4" Thick	$ 69.80	$ 61,773.00	553.99	$ 38,668.50
10	1	Erosion Control	$ 928.00	$ 928.00	1.00	$ 928.00
11	1	Traffic Control	$ 4,000.00	$ 4,000.00	1.00	$ 4,000.00
12	1	Construction mobile/demobile; Project coordination; All incidental utility and misc. roadway work; and all other project work area restoration and clean-up to an equal and/or better preconstruction condition as required and related to the overall project.	9900	$ 9,900.00	1.00	$ 9,900.00
		Total Base Bid (Items 1 - 12)		**$ 184,032.85**		**$ 132,955.42**

Item	Quantity	Description				
		Mandatory Alternate Bid B	**Unit Price**	**Item Total**		
1	253	30" Concrete Curb & Gutter, Remove & Replace	$ 54.00	$ 13,662.00	186.00	$ 10,044.00
2	1,499	30" Concrete Curb & Gutter, Remove & Replace Slip Form	$ 21.90	$ 32,828.10	1700.00	$ 37,230.00
3	853	4" Thick Concrete Sidewalk, Remove & Replace	$ 8.15	$ 6,951.95	1246.86	$ 10,161.91
4	2,358	6" Thick Concrete Sidewalk, Ramp & Apron, Remove & Replace	$ 8.15	$ 19,217.70	1951.00	$ 15,900.65
5	829	Lawn & Terrace Restoration	$ 9.95	$ 8,248.55	500.00	$ 4,975.00
		Total Mandatory Alternate Bid B (Items 1 - 4)		**$ 80,908.30**		**$ 78,311.56**
		Total Base Bid + Mandatory Alternate Bid B		**$ 478,615.95**		**$ 373,116.53**

MEMORANDUM

Date: July 2, 2025

To: Board of Public Works

From: Megan Sackett – Director of Parks, Recreation & Forestry
Corey Gordon – Deputy Director of Engineering

RE: Recommend to Award – Contract Unit No. 2025-03 Jefferson Park Boat Launch

The City of Menasha publicly opened bids on Thursday, June 26, 2025 for Contract Unit No. 2025-03. Five bids were received as indicated on the enclosed bid tabulation.

This project will consist of the reconstruction of the Jefferson Park boat launch and parking lot.

Recommendation

Motion to recommend to Common Council awarding Contract Unit No. 2025-03, Jefferson Park Boat Launch to Northeast Asphalt, Inc. in the amount of $1,315,650.00.

Itemized Bid Tabulation
City of Menasha Contract Unit No. 2025-03
Jefferson Park Boat Launch

Item	Quantity	Description	Northeast Asphalt, Inc.		Vinton Construction Company		Radtke Contractors, Inc.		Lunda Construction		Janke General Contractors, Inc.	
		Base Bid	**Unit Price**	**Item Total**	**Unit Price**	**Item Total**	**Unit Price**	**Item Total**	**Unit Price**	**Item Total**	**Unit Price**	**Item Total**
1	1	Common Excavation and Grading	$ 100,000.00	$ 100,000.00	$ 370,000.00	$ 370,000.00	$ 263,848.60	$ 263,848.60	$ 448,428.00	$ 448,428.00	$ 353,250.00	$ 353,250.00
2	1,600	Geotextile Fabric	$ 3.00	$ 4,800.00	$ 2.00	$ 3,200.00	$ 4.00	$ 6,400.00	$ 2.00	$ 3,200.00	$ 3.00	$ 4,800.00
3	1,400	Excavation Below Subgrade (EBS)	$ 8.50	$ 11,900.00	$ 19.71	$ 27,594.00	$ 20.00	$ 28,000.00	$ 19.71	$ 27,594.00	$ 18.00	$ 25,200.00
4	4,000	Recycled Dense Graded Base (From City Stockpile)	$ 11.00	$ 44,000.00	$ 14.75	$ 59,000.00	$ 17.00	$ 68,000.00	$ 14.75	$ 59,000.00	$ 24.00	$ 96,000.00
5	1,400	EBS Backfill - Recycled Dense Graded Base (From City Stockpile)	$ 11.00	$ 15,400.00	$ 11.75	$ 16,450.00	$ 21.00	$ 29,400.00	$ 11.75	$ 16,450.00	$ 23.00	$ 32,200.00
6	240	Crushed Clear Stone	$ 39.00	$ 9,360.00	$ 32.00	$ 7,680.00	$ 38.00	$ 9,120.00	$ 32.00	$ 7,680.00	$ 29.00	$ 6,960.00
7	1,100	Curb and Gutter, 24-IN	$ 23.40	$ 25,740.00	$ 23.40	$ 25,740.00	$ 23.40	$ 25,740.00	$ 23.40	$ 25,740.00	$ 25.00	$ 27,500.00
8	1,150	Ribbon Curb, 24-IN	$ 35.50	$ 40,825.00	$ 35.50	$ 40,825.00	$ 35.50	$ 40,825.00	$ 35.50	$ 40,825.00	$ 37.00	$ 42,550.00
9	500	Concrete Driveway Apron, 7-IN	$ 10.75	$ 5,375.00	$ 11.25	$ 5,625.00	$ 10.75	$ 5,375.00	$ 10.75	$ 5,375.00	$ 11.00	$ 5,500.00
10	7,025	Concrete Sidewalk, 5-IN	$ 7.60	$ 53,390.00	$ 8.10	$ 56,902.50	$ 7.60	$ 53,390.00	$ 7.60	$ 53,390.00	$ 8.00	$ 56,200.00
11	6	Truncated Dome Detectable Warning Panel, 2-FT by 5-FT	$ 375.00	$ 2,250.00	$ 375.00	$ 2,250.00	$ 375.00	$ 2,250.00	$ 375.00	$ 2,250.00	$ 375.00	$ 2,250.00
12	3	Concrete Drainage Flume	$ 1,200.00	$ 3,600.00	$ 1,200.00	$ 3,600.00	$ 1,200.00	$ 3,600.00	$ 1,200.00	$ 3,600.00	$ 1,300.00	$ 3,900.00
13	1	Concrete Trench Drain with Grate	$ 2,900.00	$ 2,900.00	$ 2,900.00	$ 2,900.00	$ 2,900.00	$ 2,900.00	$ 2,900.00	$ 2,900.00	$ 3,200.00	$ 3,200.00
14	2,400	Asphalt Pavement - Road and Parking	$ 91.10	$ 218,640.00	$ 91.10	$ 218,640.00	$ 91.10	$ 218,640.00	$ 96.31	$ 231,144.00	$ 91.00	$ 218,400.00
15	1	Traffic Control	$ 600.00	$ 600.00	$ 2,550.00	$ 2,550.00	$ 2,550.00	$ 2,550.00	$ 1,750.00	$ 1,750.00	$ 2,550.00	$ 2,550.00
16	1	Pavement Markings	$ 18,425.00	$ 18,425.00	$ 18,425.00	$ 18,425.00	$ 18,425.00	$ 18,425.00	$ 4,000.00	$ 4,000.00	$ 18,500.00	$ 18,500.00
17	1	Demolition and Removals	$ 182,000.00	$ 182,000.00	$ 31,800.00	$ 31,800.00	$ 200,000.00	$ 200,000.00	$ 31,800.00	$ 31,800.00	$ 78,000.00	$ 78,000.00
18	2	4-FT Precast Manhole	$ 8,505.00	$ 17,010.00	$ 4,229.00	$ 8,458.00	$ 16,500.00	$ 33,000.00	$ 4,229.00	$ 8,458.00	$ 5,800.00	$ 11,600.00
19	2	2-FT by 3-FT Inlet	$ 3,600.00	$ 7,200.00	$ 3,660.00	$ 7,320.00	$ 5,100.00	$ 10,200.00	$ 3,660.00	$ 7,320.00	$ 5,000.00	$ 10,000.00
20	300	12-IN RCP Storm Sewer	$ 66.00	$ 19,800.00	$ 124.00	$ 37,200.00	$ 120.00	$ 36,000.00	$ 124.00	$ 37,200.00	$ 84.00	$ 25,200.00
21	3	12-IN RCP Apron End Wall	$ 1,400.00	$ 4,200.00	$ 1,842.00	$ 5,526.00	$ 825.00	$ 2,475.00	$ 1,842.00	$ 5,526.00	$ 2,000.00	$ 6,000.00
22	1	12-IN Outfall Through Sheet Pile Wall	$ 100.00	$ 100.00	$ 6,730.00	$ 6,730.00	$ 15,000.00	$ 15,000.00	$ 2,000.00	$ 2,000.00	$ 2,800.00	$ 2,800.00
23	4	Bio-Infiltration Basin Including native seeding and plantings, engineered soil, and underdrain	$ 27,000.00	$ 108,000.00	$ 49,000.00	$ 196,000.00	$ 32,000.00	$ 128,000.00	$ 49,000.00	$ 196,000.00	$ 51,000.00	$ 204,000.00
24	3	Outlet Control Structure	$ 5,000.00	$ 15,000.00	$ 3,677.00	$ 11,031.00	$ 6,500.00	$ 19,500.00	$ 3,677.00	$ 11,031.00	$ 3,800.00	$ 11,400.00
25	3	Adjust Existing Manhole or Valve Vault Casting	$ 850.00	$ 2,550.00	$ 550.00	$ 1,650.00	$ 875.00	$ 2,625.00	$ 550.00	$ 1,650.00	$ 400.00	$ 1,200.00
26	1	Adjust Existing Water Valve Box	$ 650.00	$ 650.00	$ 250.00	$ 250.00	$ 450.00	$ 450.00	$ 250.00	$ 250.00	$ 300.00	$ 300.00
27	1	2-IN Water Serice Including Connections and Fittings, Corporation Stop, Curb Stop and Box	$ 16,600.00	$ 16,600.00	$ 27,380.00	$ 27,380.00	$ 22,000.00	$ 22,000.00	$ 27,380.00	$ 27,380.00	$ 12,000.00	$ 12,000.00
28	2,700	9-IN Reinforced Concrete Pavement (Cast-in-Place)	$ 17.00	$ 45,900.00	$ 18.75	$ 50,625.00	$ 17.00	$ 45,900.00	$ 27.00	$ 72,900.00	$ 26.00	$ 70,200.00
29	2,900	9-IN Concrete Pavement (Precast Panels)	$ 17.00	$ 49,300.00	$ 45.00	$ 130,500.00	$ 17.00	$ 49,300.00	$ 27.00	$ 78,300.00	$ 70.00	$ 203,000.00
30	4	Concrete Launch Dock Abutment	$ 5,000.00	$ 20,000.00	$ 5,200.00	$ 20,800.00	$ 3,000.00	$ 12,000.00	$ 6,200.00	$ 24,800.00	$ 2,600.00	$ 10,400.00
31	4	Boarding Dock Including Anchorage	$ 35,000.00	$ 140,000.00	$ 38,000.00	$ 152,000.00	$ 30,000.00	$ 120,000.00	$ 67,500.00	$ 270,000.00	$ 50,000.00	$ 200,000.00
32	3	Dual Luminaire Lightpole with Base	$ 5,200.00	$ 15,600.00	$ 5,132.00	$ 15,396.00	$ 5,132.00	$ 15,396.00	$ 5,132.00	$ 15,396.00	$ 5,200.00	$ 15,600.00
33	5	Single Luminaire Lightpole with Base	$ 5,200.00	$ 26,000.00	$ 5,167.00	$ 25,835.00	$ 5,167.00	$ 25,835.00	$ 5,167.00	$ 25,835.00	$ 5,200.00	$ 26,000.00
34	4	Receptable Base	$ 315.00	$ 1,260.00	$ 315.00	$ 1,260.00	$ 315.00	$ 1,260.00	$ 315.00	$ 1,260.00	$ 315.00	$ 1,260.00
35	1	Conduit, Wire, Connectors, etc.	$ 15,260.00	$ 15,260.00	$ 15,260.00	$ 15,260.00	$ 15,260.00	$ 15,260.00	15260	$ 15,260.00	$ 15,260.00	$ 15,260.00
36	1	Install City-Supplied Electrical and Lighting Cabinet	$ 1,815.00	$ 1,815.00	$ 1,815.00	$ 1,815.00	$ 1,815.00	$ 1,815.00	$ 1,815.00	$ 1,815.00	$ 1,815.00	$ 1,815.00
37	200	Riprap	$ 63.00	$ 12,600.00	$ 93.35	$ 18,670.00	$ 85.00	$ 17,000.00	$ 93.35	$ 18,670.00	$ 100.00	$ 20,000.00
38	100	Vegetated Boulder Revetment	$ 160.00	$ 16,000.00	$ 266.50	$ 26,650.00	$ 285.00	$ 28,500.00	$ 266.50	$ 26,650.00	$ 350.00	$ 35,000.00
39	6,500	Seed Restoration with Erosion Mat Class 1 Urban, Type A	$ 3.85	$ 25,025.00	$ 2.30	$ 14,950.00	$ 2.30	$ 14,950.00	$ 2.30	$ 14,950.00	$ 3.00	$ 19,500.00
40	1	Install 200 LF of 5-FT Chain-Link Fence and Salvaged Gates	$ 13,100.00	$ 13,100.00	$ 13,100.00	$ 13,100.00	$ 13,100.00	$ 13,100.00	$ 13,100.00	$ 13,100.00	$ 11,000.00	$ 11,000.00
41	1	Install and Maintain Tracking Pad	$ 1,200.00	$ 1,200.00	$ 0.01	$ 0.01	$ 3,500.00	$ 3,500.00	$ 1,600.00	$ 1,600.00	$ 500.00	$ 500.00
42	300	Install and Maintain Turbidity Barrier	$ 1.00	$ 300.00	$ 40.00	$ 12,000.00	$ 82.50	$ 24,750.00	$ 82.50	$ 24,750.00	$ 20.00	$ 6,000.00
43	500	Install and Maintain Silt Log	$ 3.95	$ 1,975.00	$ 6.00	$ 3,000.00	$ 6.00	$ 3,000.00	$ 6.00	$ 3,000.00	$ 6.00	$ 3,000.00
		Total Base Bid (Items 1 - 43)		$ 1,315,650.00		$ 1,696,587.51		$ 1,639,279.60		$ 1,870,227.00		$ 1,899,995.00

Menasha Utilities
THE POWER OF COMMUNITY

321 Milwaukee Street • P.O. Box 340 • Menasha, WI 54952-0340 www.menashautilities.com

MEMORANDUM

TO: Public Works

FROM: Melanie Krause, General Manager
Kurt Melchert, Electric Manager

DATE: June 25, 2025

SUBJECT: Change Order Approval

At the regular meeting of the Menasha Utilities Commission on June 25, 2025, the Menasha Utilities Commission passed a motion for the Board of Public Works to recommend to the Common Council authorization for a Change Order for Cardinal Construction, in the amount of $8,195. The change order request is to insulate hollow cores of 2 walls, and make 3 doorways and 1 bathroom ADA compliant.

Copies of supporting documents are attached.

McMAHON
ENGINEERS ARCHITECTS

May 30, 2025

Menasha Utilities
Attn: Melanie Krause
321 Milwaukee Street
PO Box 340
Menasha, WI 54952

Email: mkrause@menashautilities.com

Re: Menasha Utilities
Operating Headquarters Office Alteration
Change Order #1
McM. No. M0002-06-24-00128

Enclosed herewith is Change Order #1 for the above referenced project. This change is an increase to the Contract in the amount of $8,195.00. The Contract Price after execution of this Change Order will be $247,778.00.

Please review and sign in the space provided. **Return copy to our office** and we will distribute accordingly.

Should you have any questions, please contact our office at your convenience.

Respectfully,

McMahon Associates, Inc.

Derek J. Gruber, AIA
Associate / Senior Architect

DJG:lam

Enclosure: Change Order #1

McMAHON
ENGINEERS \ ARCHITECTS
McMAHON ASSOCIATES, INC.

1445 MCMAHON DRIVE NEENAH, WI 54956
P.O. BOX 1025 NEENAH, WI 54957-1025
TELEPHONE: 920.751.4200
FAX: 920.751.4284

CHANGE ORDER

Menasha Utilities
321 Milwaukee Street
PO Box 340
Menasha, WI 54952

Contract No.	M0002-06-24-00128
Project File No.	
Change Order No.	One
Issue Date:	May 16, 2025
Project:	Menasha Utilities Operating Headquarters Office Alteration

You Are Directed To Make The Changes Noted Below In The Subject Contract:

	(Item Description)	(Price)
	Remove CMU wall behind sink.	864.00
	Remove (3) 160 corridor doors and walls.	972.00
	Remove lavatory and relocate plumbing in 116 (SUB).	911.00
	Hang drywall to CMU wall along north side of ADA bathroom.	447.00
	Patch / replace ACT as needed (SUB).	870.00
	Patch CMU wall as needed.	864.00
	Insulate hollow cores of (2) block walls between bathroom and boardroom (SUB)	1,900.00
	Add lavatory.	485.00
	Add faucet (SUB).	226.00
	Contractor O&P (15%)	472.00
	Subcontractor O&P (5%)	184.00
	TOTAL	**$8,195.00**

The Changes Result in The Following Adjustments:

	CONTRACT PRICE	TIME
Prior To This Change Order	$239,583.00	days
Adjustments Per This Change Order	$8,195.00	days
Current Contract Status	**$247,778.00**	days

Recommended:	Accepted:	Authorized:
McMAHON ASSOCIATES, INC.	**CARDINAL CONSTRUCTION CO.**	**MENASHA UTILITIES**
Neenah, Wisconsin	Fond du Lac, Wisconsin	Menasha, Wisconsin
By: [signature]	By: [signature]	By:
Date: 5-23-2025	Date: 5/29/25	Date:

Execute And return to McMahon Associates, Inc. For Distribution

Change Order

Number: 1

CARDINAL

1183 Industrial Parkway

FOND DU LAC, WISCONSIN 54937

Phone: (920) 922-4446 | FAX: (920) 922-1455

TO: Attn: Derek Gruber
McMahon Associates, Inc
1445 McMahon Drive
Neenah, WI 54956

Phone: 920-922-4446	Fax: 920-922-1455
Job Name: Operating Headquarters Office Alteration	
Job Location: Menasha Utilites	
Job No. 2025-MHQ	
Existing Contract No.: M0002-06-24-00128	Date Existing Contract: December 16, 2025

We hereby agree to make the change(s) specified below:

Additional Work per CB#1	$	-
	$	-
Remove CMU Wall behind sink	$	864.00
Remove (3) 160 corridor doors & walls	$	972.00
Remove lavatory and relocate plumbing in 116 (SUB)	$	911.00
Hang drywall to CMU wall along north side of ADA bathroom	$	447.00
Patch/replace ACT as needed (SUB)	$	870.00
Patch CMU Wall as needed	$	864.00
Insulate hollow cores of (2) block walls between bathroom and boardroom (SUB)	$	1,900.00
Add Lavatory	$	485.00
Add Faucet (Sub)	$	226.00
	$	-
	$	-
	$	-
Contractor O&P (15%)	$	472.00
Subcontractor O&P (5%)	$	184.00
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-

NOTE: This Change Order becomes part of and in conformance with the existing contract.

WE AGREE hereby to make the change(s) specified above at this price	**ADD**	**$**	**8,195.00**
DATE:	PREVIOUS CONTRACT AMOUNT		
AUTHORIZED SIGNATURE (CONTRACTOR):	REVISED CONTRACT TOTAL	$	8,195.00

ACCEPTED -- The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All works to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of acceptance: ____________

Signature: ____________ (OWNER)

TEAMWORK
Divides the Task — Doubles the Success

W6166 Greenville Drive
Greenville, WI 54942

Turn to Us to Handle Your Needs!

1967 Jim's Plumbing

February 12, 2025

Cardinal Construction
Attn: Christian Leist
1183 Industrial Parkway
Fond du Lac, WI 54937

RE: Menasha Utilities ADA Restroom #116

Christian,

The cost to pull the lavatory in Room #116 at Menasha Utilities Headquarters at 321 Milwaukee Street in Menasha and modify the plumbing to allow for ADA compliance will be $911.00.

Breakdown:

5 hours @ $130	$650.00
Material:	
Drain and vent pipe & fittings	$ 50.00
Water pipe & fittings	$ 70.00
New supply stops, p-trap, grid strainer & trap wrap	$141.00

Please note the construction bulletin says nothing about a new lavatory or faucet but I would think this will be required.

Please check with the architect and see if they can provide a spec for a new lavatory and faucet and I will modify this change order letter to include the new lavatory and faucet.

Thanks,

Jeffrey A. Ujazdowski

JAU/tlj

Ph: 920-757-5258 • 1-800-499-3824 • Fax: 920-757-6482 • www.jimsplumbing.com

Christian Leist

From: Jeff Ujazdowski <Jeff@jimsplumbing.com>
Sent: Tuesday, May 13, 2025 4:02 PM
To: Christian Leist
Cc: Jordan Tanck
Subject: RE: Menasha Utilities Lav Redo.....

The faucet price is $226.
I'll talk to Jordan and see what he says regarding what's left to do and let you know when he can sneak back in there.
Please let me know if you'd like us to order this faucet.
Thanks Christian.

From: Christian Leist <Christian@CardinalConstructionCo.com>
Sent: Tuesday, May 13, 2025 3:04 PM
To: Jeff Ujazdowski <Jeff@jimsplumbing.com>
Subject: RE: Menasha Utilities Lav Redo.....

Thanks Jeff, If you have some availability coming up we can get the water & vent line modified as well.

Christian Leist

Cardinal Construction
www.cardinalconstructionco.com
Cell: 920-579-1093

From: Jeff Ujazdowski <Jeff@jimsplumbing.com>
Sent: Tuesday, May 13, 2025 2:48 PM
To: Christian Leist <Christian@CardinalConstructionCo.com>
Subject: FW: Menasha Utilities Lav Redo.....

Waiting on our wholesaler. I'll get back to you, hopefully yet this aft.
Thanks Christian.

From: Christian Leist <Christian@CardinalConstructionCo.com>
Sent: Tuesday, May 13, 2025 1:29 PM
To: Jeff Ujazdowski <Jeff@jimsplumbing.com>
Subject: RE: Menasha Utilities Lav Redo.....

Jeff,

Owner will be providing the lavatory, but we need to provide a faucet. Can you price this up? Please see attached specs.

Thank You

Christian Leist

Cardinal Construction
www.cardinalconstructionco.com
Cell: 920-579-1093

From: Jeff Ujazdowski <Jeff@jimsplumbing.com>
Sent: Wednesday, February 12, 2025 11:51 AM
To: Christian Leist <Christian@CardinalConstructionCo.com>
Subject: Menasha Utilities Lav Redo.....

Here you go, Christian.
Please see if they will want a new lav and faucet.
Thanks.

Christian Leist

From: Chad Vander Logt <chadv@sopercompanies.com>
Sent: Thursday, March 27, 2025 2:52 PM
To: Christian Leist; Chad Vander Logt
Subject: CMU Core-fill

Hello Christian
Thanks for reaching out
For that core fill down in Menasha you would just be looking at our minimum charge for the Corefill rig which is $1900
Thanks any questions feel free to reach out

Chad Vanderlogt
Chadv@sopercompanies.com
Soper profoamit
9205621777

h.j. Martin and son, inc
Est. 1931

320 South Military Avenue, Green Bay, WI 54303 | P.O. Box 11387, Green Bay, WI 54307
Phone: 920-494-3461 | Fax: 920-494-4177 | Website: www.hjmartin.com

Residential Flooring | Shower Doors | Floorcare | Tiled Showers | Backsplashes | Accent Walls
Commercial Glass & Glazing | Walls & Ceilings | Flooring | Millwork Installation | Doors & Hardware | Floorcare
National Retail Solutions Construction Management | New Store Fixture Installation | Remodels & Rollouts
Casework Installation | Merchandising | Concrete Polishing

CHANGE ORDER NUMBER: 1

Job Number: ____ Job Name: Menasha Utilities Operating HQ Remodel Date: 1/27/25

Job Location: Menasha, WI

Company: Cardinal Construction Attention: Christian Leist

Phone: 920-922-4446 Email: christian@cardinalconstructionco.com

Change Order/Additional Work Request:

Patch existing acoustical ceilings at existing hallway where walls are removed and at 116 Toilet to accommodate wall being moved per Construction Bulletin 1. Please note that patching of existing ceilings at hallway may result in uneven patching due to existing layouts of ceilings not lining up with each other.

Add the sum of: $870.00

Pricing expires after 30 calendar days. **If this contract is acceptable, sign below and return within 30 days of its date.** Upon acceptance, this agreement is a binding contract. No merchandise may be returned for credit without prior written approval, and, will be subject to a 20% handling charge. Payments using a credit card may be subject to a 3.5% fee. No credit will be allowed on claims of error or shortage unless reported immediately. Unpaid invoices are subject to a 1.5% service charge with an annual rate of 18%. This agreement includes Additional Terms and Conditions set forth on its face or subsequent side. Terms of Payment: **Net 15 days.**

Proposed By: Ryan Racette Phone: 920-370-3084 Email: Ryan.racette@hjmartin.com

Accepted By: ____ Date: ____

ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

1. GENERAL. All sales of H. J. Martin & Son, Inc. (hereafter "Company") are subject to the following terms and conditions. Company objects to the inclusion of any different and/or additional terms proposed by Purchaser. Unless Company accepts any such different terms and/or additional terms in writing, Purchaser's acceptance of Company's delivery of labor and/or materials shall conclusively constitute Purchaser's acceptance of Company's terms and conditions herein.
2. FORCE MAJEURE. Company shall not be responsible for delays or defaults where occasioned by any causes of any kind and extent beyond its control, including, but not limited to, armed conflict or economic dislocation resulting therefrom; embargoes; shortages of labor, raw materials, production facilities or transportation; labor difficulties; civil disorders of any kind; action of civil or military authorities (including priorities and allocations); fire, flood, storm, accident or any act of God, or other causes beyond Company's control.
3. SECURITY OF MATERIALS. Purchaser will receive, and properly protect from all damage and loss, the materials necessary for carrying out this contract, and allow reasonable use of light, heat, water, power, available elevators, hoists, and other facilities required to further this agreement.
4. PROJECT SITE CONDITIONS. Surfaces on which the materials are to be applied shall be given to Company to work on at one time so that the work will not be interrupted. The surfaces shall be clean, dry, accessible and suitable for receiving our work. All electrical fixtures and other obstructions shall be removed at the expense of the Purchaser. Installations will not be performed at a temperature of less than 60 degrees Fahrenheit for flooring and 55 degrees Fahrenheit for drywall, from time of starting until completion of contract.
5. SPECIFICATIONS AND ALTERATIONS. Company shall not be responsible for any damages or expenses resulting from specifications not conforming to the requirements of the law. No credit or allowance shall be made for alterations, unless such credit or allowances has been agreed to by seller in writing before such alterations are made.
6. LABOR. Expenses of sending labor to the job on Purchaser's notification before surfaces are ready for the application of materials as agreed, or expenses due to any delays for which Purchaser may be responsible during the progress of the work, shall be borne by Purchaser. Work called for herein is to be performed during regular working hours. Overtime rates for all work performed outside such hours, will be paid by Purchaser.
7. INVOICING AND PAYMENT. The terms of payment are specified on the first page herein. Purchaser shall pay all costs of Company, including reasonable attorney's fees and court costs incurred by Company in collection of past due amounts from Purchaser.
8. TAXES. Any sales, excise, processing or any direct tax imposed upon the manufacture, sale or application of materials supplied in accordance with this proposal or any contract based thereon shall be added to the contract price.
9. DAMAGES. Any damage after completion, not caused by Company, will be the sole responsibility of Purchaser. Any expense incurred by Company for insurance or bond to cover liability under any "hold harmless" or "indemnify" clause or clause of a similar nature in any contract, specifications, letter or acceptance notice which in any way requires Company to assume any liability which is not imposed by law shall be paid by Purchaser. Company shall not be responsible for any damages to Purchaser, including compensatory, punitive, consequential, incidental, intentional, nominal or multiple damages.
10. RIGHT AND TITLE TO MERCHANDISE. The title and right of possession of the merchandise sold hereunder shall remain with Company, and such merchandise shall remain personal property until all payments hereunder (including deferred payments whether evidenced by note or otherwise) shall have been made in full in cash. Purchaser agrees to do all acts necessary to perfect and maintain such security interests and rights in Company.
11. DISCLAIMER OF CONSEQUENTIAL DAMAGES. In no event shall company be liable for consequential damages arising out of or in connection with this agreement, including without limitation, breach of any obligation imposed on Company hereunder or in connection herewith. Consequential damages for purposes hereof shall include, without limitation, loss of use, income or profit, or losses sustained as the result of injury (including death) to any person or loss of or damage to property (including without limitation property handled or processed by the use of product). Buyer shall indemnify Company against all liability, cost or expense which may be sustained by Company on account of any such loss, damage or injury.
12. WARRANTY. Pursuant to the warranty, if any, of a manufacturer, manufacturer's liability is limited to replacing any materials proved to be defective, provided, however, notice of the defective materials has been provided to manufacturer pursuant to any warranty thereof, if any, prior to said defective product being installed or used. The manufacturer's warranty, if any, does not apply to any materials which have been subject to misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance or storage), accident, modification or adjustment. All claims made by Purchaser for breach of warranty, either express or implied shall be made within sixty (60) days after completion. There are no representations, promises, warranties, or agreements not expressed set forth herein.
13. CONSTRUCTION LIEN NOTICE. IN THE EVENT WE ARE THE PRIME CONTRACTOR UNDER SEC. 779.02(2)(a), WIS. STATS., OR, THE SUBCONTRACTOR UNDER SEC. 779.02(2)(b), WIS. STATS., AS REQUIRED BY WISCONSIN CONSTRUCTION LIEN LAW, COMPANY HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO COMPANY, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER. FOR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. COMPANY AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.
14. GOVERNING LAW, VENUE AND SEVERABILITY. This agreement shall be construed under and in accordance with the laws of the State of Wisconsin. The parties hereby consent to exclusive venue and personal jurisdiction in Brown County, Wisconsin for all disputes arising out of this agreement. If any provision of this agreement is invalid or unenforceable, the invalid or unenforceable provision should not affect any other provisions and this agreement shall be construed as if the invalid or unenforceable provisions have been omitted.

Certificate of Payment

Date: 6/20/2025 **Payment Request:** #6

Contractor: Cardinal Construction

Address: 1183 Industrial Parkway FOND DU LAC WI 54937

Contract Unit No.: 2024-10

Project Description: Jefferson Park Shelter Construction

		Original Contract Amount:	$ 578,757.00
Change Order 1:	$969.96	**Total Change Orders:**	$ 17,750.48
Change Order 2:	$ 16,780.52	**Total Contract Amount (Including Change Orders):**	$ 596,507.48
Change Order 3:		**Total Earned to Date (Summary Attached):**	$ 596,507.48
Change Order 4:		**Less Retainage:** 2.5%	$ 14,912.69
		Amount Due:	$ 581,594.79

Payment 1	$ 180,878.10
Payment 2	$ 94,684.60
Payment 3	$ 79,055.57
Payment 4	$ 132,189.31
Payment 5	$ 79,287.69
Payment 6	
Payment 7	
Current Payment	**$ 15,499.52**

I certify that all bills for labor, equipment, materials and services are paid for which previous certificates for payment were issued.
(Lien Waivers from all subcontractors and suppliers shall accompany each Request for Payment.)

Date: 5/27/2025 **BY:** Thad Brown

Recommended for Payment

James Merten, Public Works Director: ______________________

Common Council Approval Date: ______________

Account Number	Amount
255-0703-553.82-02	$0.00
255-0000-201.04-00	$0.00
470-0703-553.82-02	$586.83