Cumberland Municipal Utility Committee Monthly Meeting
Cumberland City Hall
950 1st Ave., Cumberland, WI 54829
Time: 10:30 AM

Date: May 21, 2026

Attendance:

Jordan Peichel (Utility Manager)	P	Mayor Dan Shoemaker	P	Randy Reeg (City Administrator)	P
Tom Schroeder (Committee Chairman)	P	Michael Benjamin	P	John Anderson (Committee Secretary)	P
Bill Lussier (City Liaison)	P	Open Committee Member	A		

Other Attendees :

Respectfully submitted by John Anderson

This minutes template includes a complete standardized agenda. Items in bold will be covered during the respective monthly meeting.

TOPIC	DISCUSSION
1. Call to Order	Chairman Schroeder call the meeting to order at 10.30 A.M..
2. Public Comment	No members of the public were present.
3. Approval of agenda	Bill Lussier made a motion to approve the agenda as presented. Michael Benjamin seconded. Motion adopted.
4. Discuss and approve Utility Committee meeting Minutes of April 23, 2026	Michael Benjamin made a motion to approve the Utility Committee meeting minutes of April 23, 2026 as written. Bill Lussier seconded. Motion adopted.

FINANCIAL

5. Discussion and possible action relating to utility finances including: **a. Monthly Financial Reports and review of cash projections** **b. Contract upgrade with Caselle for AMI interface** **c. Change Order #1 from Erickson Excavating for TID #9 Industrial Park**	5.a. It was discovered that the transition from Caselle to Workhorse software caused Electric Utility customers to be underbilled by approximately $143,000 in the first 4 months of 2026. The appropriate amount will be added to a future bill. 5.b. Bill Lussier made a motion to approve the contract upgrade of Caselle for an AMI interface with a setup cost of $940 and an annual platform fee of $1,700. John Anderson seconded. Motion adopted. 5.c. John Anderson made a motion to recommend the City Council approve change order #1 from Erickson

Expansion in the amount of $48,654 **d. AFP#2 from Erickson Excavating for TID #9 Industrial Park Expansion Project in the amount of $240,100.72** e. Other a. Project Prioritization b. Capital Plan c. Finance Plan i. Alternatives - Revenue vs. Debt ii. Debt Acquisition iii. Grants d. Rate Impacts i. ROR projections e. Real Estate f. Policies g. PILOT Payments Quarterly Performance h. Budget - Plan vs. Actual i. Utilization	Excavating for TID #9 Industrial Park Expansion in the amount of $48,654. Michael Benjamin seconded. Motion adopted. 5.d. Bill Lussier made a motion to recommend the City Council approve change order #2 from Erickson Excavating for TID #9 Industrial Park Expansion in the amount of $240,100.72. John Anderson seconded. Motion adopted.

STRATEGIC

6. Discussion and possible action relating to committee member ordinance.	The general consensus of the committee was to move forward with this and a proposed change to the existing ordinance will be presented at a future meeting.

OPERATIONS

Electric Utility **7. Discussion and possible action relating to Electric Utility operations including:** **a. UMMEG Alternative**	7.a. Michael Benjamin made a motion to designate Jordan Peichel as the primary representative and Ryan Rudeen as the alternate representative to the UMMEG board, valid through August of 2027 at which time successors will be named. Bill Lussier seconded. Motion adopted.

Cumberland Municipal Utility Committee Monthly Meeting
Cumberland City Hall
950 1st Ave., Cumberland, WI 54829
Time: 10:30 AM

Date: May 21, 2026

8. Discussion and possible action relating to Electric Utility capital projects including: a.	
Water Utility 9. Discussion and possible action relating to Water Utility operations including: a. 10. Discussion and possible action relating to Water Utility capital projects including: a.	
Sewer Utility **11. Discussion and possible action relating to Sewer Utility operations including:** **a. Change in term for STP water quality credits** **12. Discussion and possible action relating to Sewer Utility capital projects including:** **a. Bid for Carlone St. utility extension project from Desantis Excavating in the amount of $59,450 - $61,950**	11.a. Michael Benjamin made a motion to approve a change in the term for STP water quality credits from January 1, 2026 through December 31, 2035 to July 1, 2026 through June 30, 2036. John Anderson seconded. Motion adopted. 12.a. Bill Lussier made a motion recommend the City Council approve the bid for Carlone St. extension project from Desantis Excavating in the amount of $61,950. John Andersonn seconded. Motion adopted.

OTHER UTILITY TOPICS

Cumberland Municipal Utility Committee Monthly Meeting
Cumberland City Hall
950 1st Ave., Cumberland, WI 54829
Time: 10:30 AM

Date: May 21, 2026

13) Manager's Update **a. Discussion and possible action relating to Fireline sprinkler inspection contract.** **b. Discussion and possible action relating to promotional calendar order.**	Michael Benjamin made a motion to approve the contract for the annual fire system inspection with Fireline Spinkler LLC in the amount of $800 per year. John Anderson seconded. Motion adopted.
14) Future Agenda Items	Discussion on Utility salaries for 2027 budget planning.
15) Adjourn	Meeting adjourned unanimously at 11.59 A.M..

Cumberland Municipal Utility Committee Special Meeting
Cumberland City Hall
950 1st Ave., Cumberland, WI 54829
Time: 9:30 AM

Date: May 28, 2026

Attendance:

Jordan Peichel (Utility Manager)	P	Mayor Dan Shoemaker	P	Randy Reeg (City Administrator)	P
Tom Schroeder (Committee Chairman)	P	Michael Benjamin	P	John Anderson (Committee Secretary)	P
Bill Lussier (City Liaison)	P	Open Committee Member	A		

Other Attendees : Casey Delaywer

Respectfully submitted by John Anderson

This minutes template includes a complete standardized agenda. Items in bold will be covered during the respective monthly meeting.

TOPIC	DISCUSSION
1. Call to Order	Chairman Schroeder call the meeting to order at 9:32 A.M.. Mayor Shoemaker participated by phone.
2. Discussion and possible action relating to Well #6 including: **a. Agreement for professional services with CBS² for water treatment plant.** **b. Assigning project manager.** **c. Pilot study update.** **d. Options moving forward.**	The general consensus of the committee is to: Look at the funding implications for both well #6 as well as pursuing a new well. Hold off on committing to the CBS² agreement. Hold off on pursuing a treatment plan for well #6. Work with the DNR, Wisconsin Rural Water and a hydrologist to determine potential sites for new test well(s). Determine who we'll select as the engineers for the new well project. Determine implications for keeping well #6 operational for the foreseeable future.
3) Adjourn	Meeting adjourned unanimously at 10:10 A.M..

Arlene Frisinger

From: Randy Reeg
Sent: Tuesday, June 23, 2026 4:07 PM
To: Arlene Frisinger
Subject: FW: [External] Utility extensions

Randy Reeg
City Administrator
City of Cumberland, WI
(715) 822-2752, Ext. 102
www.cityofcumberland.net
www.facebook.com/cityofcumberland

From: John Behling <jbehling@weldriley.com>
Sent: Tuesday, June 9, 2026 3:09 PM
To: Randy Reeg <cityadmin@cityofcumberland.net>
Cc: Kyli R. Fricke <kfricke@weldriley.com>
Subject: Re: [External] Utility extensions

Totally understood!

John Robert Behling

Attorney and President
Weld Riley, S.C.
Phone: 715-839-7786
Fax: 715-839-8609
E-mail: jbehling@weldriley.com

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From: Randy Reeg <cityadmin@cityofcumberland.net>
Sent: Tuesday, June 9, 2026 12:42 PM
To: John Behling <jbehling@weldriley.com>
Cc: Kyli R. Fricke <kfricke@weldriley.com>
Subject: RE: [External] Utility extensions

This works for me. I just want to make sure I have answers available for all the conceivable questions. Thanks!

Randy Reeg
City Administrator
City of Cumberland, WI
(715) 822-2752, Ext. 102
www.cityofcumberland.net
www.facebook.com/cityofcumberland

From: John Behling <jbehling@weldriley.com>
Sent: Tuesday, June 9, 2026 12:10 PM
To: Randy Reeg <cityadmin@cityofcumberland.net>
Cc: Kyli R. Fricke <kfricke@weldriley.com>
Subject: Re: [External] Utility extensions

Hi Randy!

Please know I don't think we can. In reviewing this matter, nothing in the Ordinances or Rate File allows the City to put the costs of services properties onto a non-owner. Each property pays for their own connections. Below is what I am looking at.

11.06(1)

NOTICE TO CONNECT. (Am. #387) Whenever sewer and water becomes available to any building used for human habitation, the Board of Health shall notify in writing the owner, agent or occupant of the building to connect all required facilities thereto. If such person to whom the notice has been given fails to comply for more than 10 days after the notice, the Board of Health shall cause the necessary connections to be made and the expense thereof shall be assessed as a special tax against the property under §144.06, Wis. Stats. The owner may, within 30 days after the completion of the work, file a written option with the City Clerk-Treasurer electing to pay the amount due in 5 equal annual installments at the rate of 8% per year.

13.02(h)
If sewer lines are to be extended to provide service to a property, the owner is required to pay for the lines to be installed along the full street frontage of the property.

Concur or other thoughts?

JR

John Robert Behling
Attorney and President
Weld Riley, S.C.
Phone: 715-839-7786
Fax: 715-839-8609
E-mail: jbehling@weldriley.com

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From: Randy Reeg <cityadmin@cityofcumberland.net>
Sent: Tuesday, June 9, 2026 11:40 AM
To: John Behling <jbehling@weldriley.com>
Cc: Kyli R. Fricke <kfricke@weldriley.com>
Subject: RE: [External] Utility extensions

Could we consider, as part of our analysis of whether or not to extends service, if the applicant requesting the service is willing to pay for the compliant services for the neighbors? In that way we aren't forcing them to, but if they are willing then we wouldn't be forcing costs on to unsuspecting neighbors.

Hopefully that's the last question on this topic!
Thanks!

Randy Reeg
City Administrator
City of Cumberland, WI
(715) 822-2752, Ext. 102
www.cityofcumberland.net
www.facebook.com/cityofcumberland

From: John Behling <jbehling@weldriley.com>
Sent: Monday, June 8, 2026 5:03 PM
To: Randy Reeg <cityadmin@cityofcumberland.net>
Cc: Kyli R. Fricke <kfricke@weldriley.com>
Subject: Utility extensions

Hi Randy,

It is our understanding that you are wondering what the City's obligation when it receives a request to extend water and sewer mains to a property. You are worried that if you extend the mains for one person, it will require the abutting property owners to then connect to the mains and pay the cost to be connected. You see this as unfair to those abutting property owners, given that they didn't request this.

Under Wis. Chapters 62 and 66, the City has broad discretion in determining where to provide service. We do not see anything in the City's ordinances outlining the procedure for receiving a water main extension request/application. In looking at 13.02(4.1), as highlighted by Tony, we do not to read this as compulsory language to the City. It just provides one option for denying a request for service:

If it appears that the service applied for will not provide adequate service for the contemplated use, the Municipal Utility may reject the application. New connections shall not be permitted unless there is adequate capacity in all segments of the downstream collection and treatment facilities. If the Municipal

Utility approves the application, a permit shall be issued for services as shown on the application upon payment of the connection charge.

In looking at the PSC Water Tariff, there is nothing in there regarding the procedure for receiving an application. It only contemplates how to pay for the water main extension. See Page 22.

We also see that Tony pointed out Wis. Stat. 196.60, regarding discrimination. However, we do not believe it would be discrimination to deny a request for water and sewer service because only one person wants it, would require ripping up the street to install it, and would require existing property owners to then have the financial burden to connect to it. We don't see these properties as being worthless because they aren't connected to City sewer and water. They still have the ability to have their own well and septic system.

The decision to extend water and sewer mains is on a case by case basis, so if you get another request from someone that is less burdensome, there is an easy distinction to be made.

You are correct though that once a main passes by a property, those abutting properties are then required to connect to the mains, at their expense. See 11.06 and 13.02(3)(e).

Let us know if that makes sense or if you have any other questions.

JR

John Robert Behling
Attorney and President
Weld Riley, S.C.
Phone: 715-839-7786
Fax: 715-839-8609
E-mail: jbehling@weldriley.com

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From: Randy Reeg <cityadmin@cityofcumberland.net>
Sent: Tuesday, June 2, 2026 2:02 PM
To: John Behling <jbehling@weldriley.com>
Cc: Kyli R. Fricke <kfricke@weldriley.com>
Subject: FW: [External] Utility extensions

John,

Tony had given the advice below a little over a month ago. We had a go-around with Nate on this same topic about this time last year—I believe you were copied if not partially active in that dialogue. Tony's opinion is a bit different than where the conversations have centered (we haven't ever ventured into the "discrimination" realm before). The way I understand his opinion is:

> If someone requests water or sewer service to develop a lot that is currently unserved, we must extend the main(s) to service the lot. The landowner making the request must pay their share, but any neighboring property owners that may have pre-existing non-compliant connections must be forced to come into compliance and pay their pro-rata share.

Is that accurate? Do you concur with this opinion? This is a step further than it got before, and our elected officials aren't keen on forcing costs onto unsuspecting property owners caused by projects precipitated by neighbors. This needs to be discussed at our next Utility Committee meeting, but it needs to be fully ready for dialogue. Perhaps you should participate in the conversation. Thoughts?

Randy Reeg

City Administrator

City of Cumberland, WI

(715) 822-2752, Ext. 102

www.cityofcumberland.net

www.facebook.com/cityofcumberland

From: Anthony S. Wachewicz <awachewicz@weldriley.com>
Sent: Tuesday, April 28, 2026 2:01 PM
To: Randy Reeg <cityadmin@cityofcumberland.net>
Cc: John Behling <jbehling@weldriley.com>; Kyli R. Fricke <kfricke@weldriley.com>
Subject: RE: [External] Utility extensions

Yes, that is correct – it would be for water as well. The discrimination statute too also expressly mentions water, so I think that one is even stronger than sewer (which would arguably fall under "public utility" or "like contemporaneous service"). Thanks for the clarification though and let us know if you need anything else.

Tony

Anthony S. Wachewicz III, Attorney

Weld Riley, S.C.

Phone: 715-839-7786

E-mail: awachewicz@weldriley.com

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From: Randy Reeg <cityadmin@cityofcumberland.net>
Sent: Tuesday, April 28, 2026 1:54 PM
To: Anthony S. Wachewicz <awachewicz@weldriley.com>
Cc: John Behling <jbehling@weldriley.com>; Kyli R. Fricke <kfricke@weldriley.com>
Subject: RE: [External] Utility extensions

The only nuance is that it is water, not sewer service, that we must extend. I think all your logic remains, however. But I'll let you say it before I move forward with my presumption.

Thanks!

Randy Reeg

City Administrator

City of Cumberland, WI

(715) 822-2752, Ext. 102

www.cityofcumberland.net

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From: Anthony S. Wachewicz <awachewicz@weldriley.com>
Sent: Tuesday, April 28, 2026 1:50 PM
To: Randy Reeg <cityadmin@cityofcumberland.net>
Cc: John Behling <jbehling@weldriley.com>; Kyli R. Fricke <kfricke@weldriley.com>
Subject: RE: Utility extensions

Hi Randy:

I wanted to follow up on your email after our call last Thursday and additional review. As discussed, I think you are between a rock and a hard place. Technically, there is not a legal obligation to extend services pursuant to a request. However, as with any government decision, we must consider the criteria or effects of any denial of a request. Here, there does not appear to be a strong legal basis to deny the request for service. Any denial must be based upon a rational basis such as being cost-prohibitive to the municipality or due to geographic terrain challenges, environmentally unfeasible, etc. Cumberland Municipal Code Section 13.02 (4.1) for sanitary sewer services also states: *If it appears that the service applied for will not provide adequate service for the contemplated use, the Municipal Utility may reject the application.* This is the only denial or rejection type language that I could locate in the ordinance. From our discussion, that does not appear to be the case, so we cannot satisfy this rejection/denial requirement for sewer service either. Ultimately, the only reason it looks like we have to deny the request is due to the effects it would have upon other property owners rather than some other substantive service basis for the City.

Additionally, Wisconsin Statute Chapter 196 governs the regulation of public utilities and Section 196.60 prohibits discrimination in providing public utility services – that statute indicates that *no public utility may directly or indirectly charge, demand, collect or receive from any person more or less compensation for any service rendered or to be rendered by it in or affecting or relating to the production, transmission, delivery or furnishing of heat, light, water, or power or for any service in connection therewith, than that prescribed in the published schedules or tariffs then in force, or established under this chapter, or than it charges, demands, collects or receives from any other person for a like contemporaneous service.* If so, such "unjust discrimination" may result in monetary fines for each offense under that statute. Under the scenario of requiring only the landowner(s) requesting service to absorb all the costs of extending service, they could certainly argue discrimination or unequal treatment in bearing the brunt of the

costs. I also think that there is risk for other legal claims regarding the unequal application of special assessments under that scenario as well.

Therefore, I think the most legally strong position would be to extend the services to the person(s) requesting them and apportion the costs/assessments accordingly amongst all the owners. I understand that this will not be politically popular and will anger the other property owners. Possibly the best way to address that may be through the assessment process with consideration given to deferring or reducing the costs amongst all rather than just one or a few property owners. Ideally, there would be some sort of "agreement" amongst the landowners as we discussed during our call to side-step this issue, but if it does push forward without that, then it becomes a question of risk and picking your poison.

Feel free to let me know if you have any other questions or wish to discuss further. Thanks for your consideration.

Tony

Anthony S. Wachewicz III, Attorney

Weld Riley, S.C.

Phone: 715-839-7786

E-mail: awachewicz@weldriley.com

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From: Randy Reeg <cityadmin@cityofcumberland.net>
Sent: Monday, April 20, 2026 1:45 PM
To: Anthony S. Wachewicz <awachewicz@weldriley.com>
Cc: John Behling <jbehling@weldriley.com>; Kyli R. Fricke <kfricke@weldriley.com>
Subject: [External] Utility extensions

Tony,

Are we under any obligation to extend public water and/or sewer to an unserved lot? We have a few situations around town where we have blocks that do not have mains fronting all or some parcels therein, and extending the mains exposes issues with neighbors for long-standing non-compliant service connections. So, extending mains to service those requesting new service forces unsuspecting neighbors to undertake expensive upgrades. Can we just say no? Naturally we expect the property owners to tell us we have made their lots worthless, but we aren't taking service away, so we wouldn't be changing the circumstances for the unserved lots—just not improving them.

Thanks!

Randy Reeg

City Administrator

City of Cumberland, WI

(715) 822-2752, Ext. 102

www.cityofcumberland.net

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FAIRBANKS MORSE
DEFENSE

Quotation

Fairbanks Morse, LLC d/b/a Fairbanks Morse Defense

733 Curtis Saunders Ct
Chesapeake, VA 23321
Phone: 757-623-2711
Fax: 757-627-4570

Quote #:	Q-33413
Date:	6/3/2026
Ref:	Parts quote for Pc-2.5 V Engine # Po 4 206 324 - P010071*00
Req:	
Expires On:	8/7/2026
Payment Terms:	Net 30
Freight Terms:	Buyer pays freight
Customer Terms:	Firm Fixed Price
Shipping Incoterm:	FOB Origin
Currency:	USD

Quote To
CUMBERLAND MUNI UTILITIES
OFFICE OF CLERK BOX 726
CUMBERLAND, WI 54829
US
Phone:
Fax:

Group1

Line	PO Item	QTY	UNIT	PART #	DESCRIPTION	PART LEADTIME (Days ARO)	NET PRICE	EXTENDED
1		1	EA	P010071REP	PUMP ASSY,INJECTION(REPAIRED)		$12,931.60	$12,931.60
							Group1 TOTAL:	$12,931.60

TOTAL: $12,931.60

REFERENCE FAIRBANKS MORSE, LLC QUOTATION NUMBER WHEN PLACING ORDER

FINAL PLACE OF PACKAGING AND ACCEPTANCE WILL BE AT FMD CHESAPEAKE, VA SERVICE CENTER, CAGE 9MMV5.
Terms and Conditions:

*Subject to prior sale, after receipt of order and approved PO has been received.
To place an order contact the Sales Rep listed below.

Sales Representative: Amy Linendoll	Fax:	FMD Authorized Agent:

FAIRBANKS MORSE
DEFENSE

Quotation

Fairbanks Morse, LLC d/b/a Fairbanks Morse Defense

701 White Avenue
Beloit, WI 53511
Phone: 800-356-6955
Fax: 608-364-8411

Quote #:	Q-31932
Date:	3/25/2026
Ref:	Parts quote for Pc-2.5 V Engine # Po 4 206 324
Req:	
Expires On:	8/8/2026
Payment Terms:	Net 30
Freight Terms:	Buyer pays freight
Customer Terms:	Firm Fixed Price
Shipping Incoterm:	FOB Origin
Currency:	USD

Quote To
CUMBERLAND MUNI UTILITIES
OFFICE OF CLERK BOX 726
CUMBERLAND, WI 54829
US
Phone:
Fax:

Line	PO Item	QTY	UNIT	PART #	DESCRIPTION	PART LEADTIME (Days ARO)	NET PRICE	EXTENDED
1	001	5	EA	P12608286	TUBE ASSY,EXTENSION	105	$1,620.60	$8,103.00
2	002	14	EA	03730073N	GASKET, NOZZLE TIP	85	$22.72	$318.08
3	003	14	EA	P424778N	SPRING,NOZZLE-INJECTOR US CONTENT	175	$198.17	$2,774.38
4	004	6	EA	03730067N	ROD,PUSH NOZZLE,PIELSTICK PC2	115	$189.48	$1,136.88
5	005	14	EA	03700412N	PIN,DOWEL INJECTOR BODY,PC	415	$23.42	$327.88
6	006	2	EA	P432959N	GASKET,BODY INJECTOR US CONTENT	275	$438.01	$876.02
7	007	4	EA	03780068	TIP ASSY,NOZZLE .60MM HOLES PIELSTICK	75	$734.83	$2,939.32
8	008	112	EA	P12607974	GASKET	15	$0.56	$62.72
							TOTAL:	$16,538.28

	TOTAL: $16,538.28

This proposal assumes FAR 52.229-3 is applied to any resulting contract.
*Subject to prior sale, after receipt of order and approved PO has been received.
To place an order contact the Sales Rep listed below.

Sales Representative: Evan Benkovich	Fax:	Component Sales Analyst: 005cr00000EHKjtAAH
Telephone:	Email: evan.benkovich@fmdefense.com	Andrew Struthers

QUOTATION IS VALID FOR 60 DAYS
PRICING ON THE QUOTE DOES NOT INCLUDE FREIGHT UNLESS INDICATED.
PRICES F.O.B. FACTORY COMMERCIAL DOMESTIC PACKAGING
PAYMENT TERMS: UNLESS OTHERWISE AGREED UPON IN WRITING, TERMS OF PAYMENT ARE CASH, IN UNITED STATES DOLLARS, IN FULL, WITHIN THIRTY (30) DAYS FROM DATE OF SHIPMENT. A SERVICE CHARGE FOR LATE PAYMENT MAY BE ASSESSED AT AN INTEREST RATE OF 1.5% PER MONTH (OR SUCH OTHER RATE ALLOWABLE BY LAW). ALL ORDERS ARE SUBJECT TO THE APPROVAL OF FAIRBANKS MORSE, LLC'S CREDIT DEPARTMENT AND FAIRBANKS MORSE, LLC MAY REQUIRE FULL OR PARTIAL PAYMENT IN ADVANCE.
ITEMS SHOWN IN STOCK ARE SUBJECT TO PRIOR SALE
PLEASE REFERENCE FAIRBANKS MORSE, LLC'S QUOTATION NUMBER WHEN PLACING ORDER
PLEASE NOTE: FAIRBANKS MORSE, LLC HAS A $500.00 MINIMUM ORDER/SHIPMENT VALUE REQUIREMENT (DOES NOT INCLUDE CERTIFICATION FEES OR FREIGHT CHARGES THAT MAY APPLY)
QUOTATION IS SUBJECT TO THE ACCOMPANYING TERMS & CONDITIONS

Commercial Quotes/Proposals:
FMD reserves the right to adjust prices to reflect the impact of any tariffs, duties, or similar governmental charges imposed after the date of this proposal. These adjustments will be calculated to ensure fair allocation of the increased costs. FMD will provide advance notice of any such adjustments along with documentation supporting the changes. Additionally, if the imposition of tariffs causes a delay in contract performance, FMD will also seek an equitable adjustment to the delivery schedule.

All POs:
FMD reserves the right to adjust prices to reflect the impact of any tariffs, duties, or similar governmental charges imposed after the date of its proposal. These adjustments will be calculated to ensure fair allocation of the increased costs. FMD will provide advance notice of any such adjustments along with documentation supporting the changes. Additionally, if the imposition of tariffs causes a delay in contract performance, FMD will also seek an equitable adjustment to the delivery schedule.

Engine 6 rebuild.

Quote for Fairbanks

Labor quote	$	595,071.68
parts quote	$	322,926.92
total for FM	$	917,998.60

paid to date			
Parts order 1 360473	$	215,981.66	
order # 40148306	$	4,136.34	cock indicators
total	$	220,118.00	

round 2 paid parts			
invoice 367767	$	3,139.08	
invoice 637610	$	626.50	
invoice 366836	$	30,184.23	
invoice # 367767	$	3,139.08	cooling water pipe locating pipes

round 2 paid labor		
labor invoice 16285	$	595,070.84

total invoices to paid round 2	$	632,159.73

Other bills paid for unit #6 project		
Amont Valve rebuild 1	$	3,217.00
Amont Valve rebuild 2	$	3,217.00
Amont parts	$	480.00
badger steel	$	365.18
nugent oil filters	$	1,390.22
world fuel (lube oil)	$	34,942.50
Ace hardware	$	373.87
auto value	$	612.69
mcmaster carr	$	3,266.81
Total	$	47,865.27

total budgeted	$	1,035,000.00
total Paid round 1	$	267,983.27
total Invoices paid round 2	$	632,159.73

approved and paid	$	900,143.00
budget left	$	134,857.00

QUOTATION

JHF-272684992-04

Prepared For
CUMBERLAND MUNICIPAL UTLILTY

JHFOSTER
A **Tavoron** Company

TO: CUMBERLAND MUNICIPAL UTLILTY
950 1ST AVE
CUMBERLAND, WI 54829-9550

DATE: 6/22/26
FOB: ORIGIN
TERMS: NET30 with Approved Credit

ATTN: Gene Pierce
gene@cmutility.com
(715) 822-2595

JHFOSTER IS PLEASED TO PRESENT THE FOLLOWING FOR YOUR CONSIDERATION:

Item	Qty		Unit Price	Ext. Price
1	2	Quincy D370HP Reciprocating Air Compressor, High Pressure, Base Mount, 250 PSI, 15 HP, 230/3/60 The legendary Quincy QR series is recognized as the toughest reciprocating compressor in the world. The Quincy QR-370 High Pressure is fully pressure lubricated to all the critical surfaces and comes standard with the Safe-Q-Lube System for safety protection when oil pressure is low. Engineered for lasting performance, the Quincy QR-370HP has been designed for quick and easy maintenance. The QR series provides uncompromising reliability and performance. Key Features & Benefits: -Features cast iron crankcase, cylinders, and head. -Positive displacement oil pump provides constant lubrication to all critical wear areas. -Rifle drilled, counterweighted ductile iron crankshaft reduces vibration and extends the life of the bearings and wrist pins. -Quincy's heavy-duty, disc-type valves are efficient, they are accessible without having to remove the cylinder head, unhooking the discharge lines, unbolting the intercoolers, or any other typical valve maintenance procedure. -Slow speed operation requires less maintenance and produces more cfm per hp. -Safe-Q-Lubrication lets compressor start load free for lower energy costs & less wear on motor. Technical Information: Capacity (ACFM): 41.5 Horsepower: 15	$9,890.00	$19,780.00

Item	Qty		Unit Price	Ext. Price
		Available Pressure (PSIG): up to 250 PSIG Installation Information: Weight: 1045 Dimensions: 41 x 30 x 37 Voltage: 230/3/60 ***Notes:*** Special pricing is only valid for units ordered on a JHFoster stock order		
2	2	SII A10051-300 200 Gallon Air Receiver 300PSI Rated Mfg Part # A10051 Silvan Model A10051, 200-gallon, 300psig, vertical air receiver with base ring. Technical Specifications: - 300 psi ASME rated - Primer painted Installation Information: - Weight 695 lbs. - Dims: 30" diameter 72" overall height ***Notes:*** IncludesTank accessory kit, rated for 1150 cfm @ 300 psi, includes safety relief valve, liquid filled pressure gauge, ball valve manual drain, and gauge shut off valve.	$5,435.00	$10,870.00
3	1	Nano G50N0735WS Mid to High Pressure Water Seperator Nano F3 mid-pressure aluminum filters are rated for a maximum working pressure of up to 725 psig. Manufactured from machined or die cast aluminum, they are designed for higher pressure applications. Part # TBD	$1,395.00	$1,395.00
4	1	Nano X-CC200-3 Aftercooler The X1 X□CC Series are complete cooling packages designed for most rotary and piston air compressors. The X□CC Series features a rugged bar□and□plate aftercooler that minimizes air□side fouling. 3-Phase Part# 1280 8064 33	$2,010.00	$2,010.00
			Total:	**$34,055.00**

Unless otherwise noted, freight, installation, and sales tax are not included in pricing. Please reference quote number on all correspondence or when placing order.

Thank you for this opportunity to quote. If I may be of further assistance, please feel free to contact me at your convenience.

Sincerely,

Kyle Messerly

Kyle Messerly

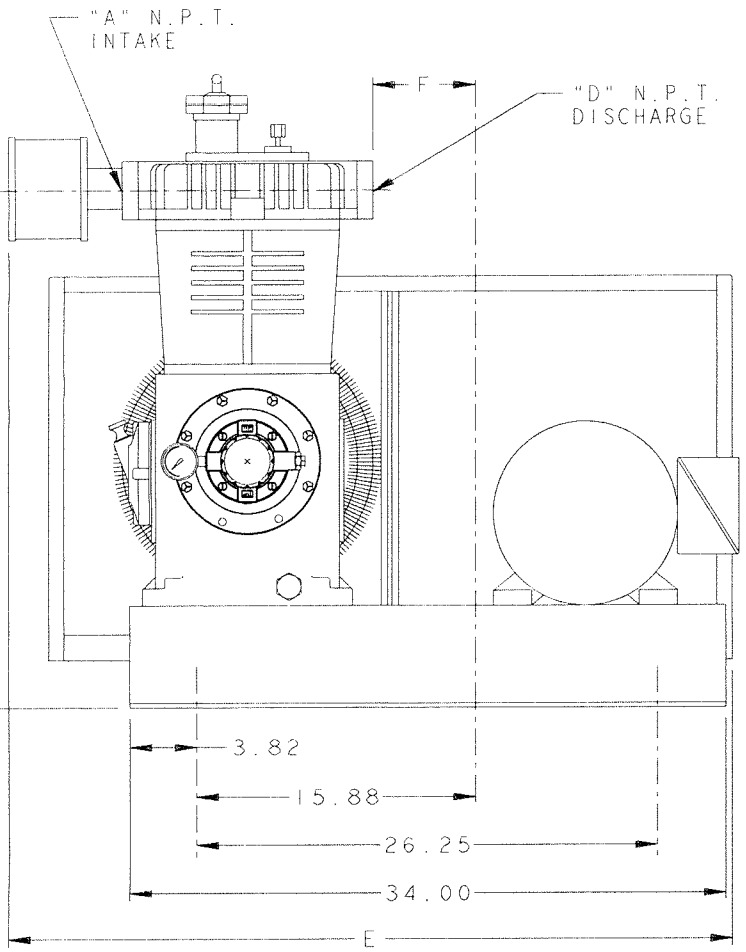
kyle.messerly@jhfoster.com

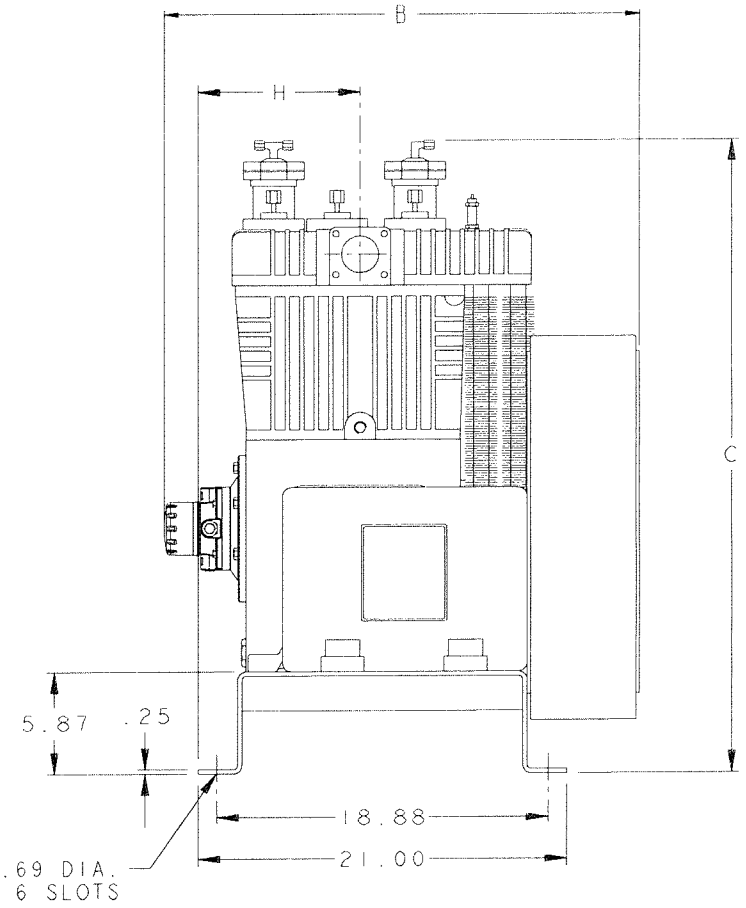
TERMS AND CONDITIONS CONTAINED HEREIN ARE MADE A PART OF THIS QUOTATION. FAILURE TO OBJECT CONSTITUTES AUTOMATIC ACCEPTANCE OF THESE TERMS. TYPICALLY QUOTES ARE VALID FOR 30 DAYS. HOWEVER, WITH THE CURRENT ECONOMIC SITUATION, PRICING MAY CHANGE WITHOUT NOTICE. TERMS AND CONDITIONS OF SALE FOUND AT:

Link to Terms: Terms & Conditions

Confidential and Proprietary Information:

This quotation, including the illustrations and descriptions is the confidential and proprietary property of JHFOSTER, no reproduction or transmission of this quote or any part therefore is permitted without the express written consent of JHFOSTER.





NOTES:
1) ALL DIMENSIONS GIVEN IN INCHES.
2) ALLOW A MINIMUM OF 12 INCHES ON ALL SIDES FOR SERVICE AND COOLING.
3) ALL COMPRESSORS LISTED ARE PRESSURE LUBRICATED.

LEGEND

RESSORS	A	B	C	D	E	F	G	H
340	1 1/4	25.00	35.72	1	39.96	5.94	29.44	13.56
350	1 1/2	26.43	36.38	1	40.12	6.97	29.81	12.50
370	2	26.43	36.63	1	40.12	6.97	30.06	12.50

REVISIONS

ZONE	SYM	DESCRIPTION
	H	1) MIGRATED TO PRO/E 2) REVISED BEARING CARRIER ASSEMBLY

PERFORMANCE DAT

FOR MODEL: _____

CUSTOMER: _____
CUSTOMER ORDER: _____
SHOP ORDER #: _____
BILL OF MATERIAL #: _____

COMPRESSOR: _____
COMPRESSOR RPM: _____
PISTON DISPLACEMENT: _____
FREE AIR DELIVERY: _____
PRESSURE SWITCH SETTING: _____
PILOT SETTING: _____
BASE NUMBER: _____

MOTOR HORSEPOWER: _____
MOTOR RPM: _____
VOLTAGE: _____
HERTZ: _____
PHASE: _____

MOTOR PULLEY PITCH DIAMETER: _____

LATEST RECORD OF CHANGE #: _____

SPECIAL EQUIPMENT: _____

REFERENCE ONLY UNLESS SIGNED AND DATED BELOW

CERTIFIED BY: _____

DATE: _____

	NAME	DATE
DR	PTD	7/95
CK	B SMITH	8/95
APPD	GLH	8/95

DATE ISSUED

APPD BY

ENG REF: 350-10 HP

THIS MATERIAL IS CONFIDENTIAL AND CONTAINS PROPRIETARY INFORMATION AND OTHER RIGHTS WHICH ARE THE SOLE AND EXCLUSIVE PROPERTY OF QUINCY COMPRESSOR. POSSESSION OF THIS MATERIAL DOES NOT CONVEY OR TRANSFER ANY RIGHTS THERETO AND ANY REPRODUCTION, USE, COPYING, OR DISCLOSURE TO OTHERS IS FORBIDDEN WITHOUT THE PRIOR WRITTEN CONSENT OF AN OFFICER OF QUINCY COMPRESSOR.

TITLE: DIMENSION MOUNTED

SIZE: D | DWG NO: EDOI

SCALE: 1/4 | WT

DwyerOmega

Need assistance? Call us: 1-877-703-1456

Help

Cart ID: HC07991900

1 items **$6,539.50** SAVE THIS CART

Continue Shopping

Create Quote

Checkout



Single Pressure Transmitter 0 - 15.0 PSI

626-07-GH-P1-E1-S1

0 In Stock
Available in 3 weeks

Add Special Instructions

Add Unique Part #

$225.50 / each

8

Update

Remove

$1,804.00



Series-626-628 Configured

626-10-GH-P1-E1-S1

Remainder available in 1 day

Add Special Instructions

Add Unique Part #

$225.50 / each

17

Update

Remove

$3,833.50



Series-626-628 Configured

626-09-GH-P1-E1-S1

Available in 1 day

Add Special Instructions

Add Unique Part #

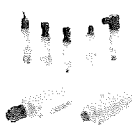
$225.50 / each

3

Update

Remove

$676.50



Series-626-628 Configured

626-13-GH-P1-E1-S1

Available in 1 day

Add Special Instructions

Add Unique Part #

$225.50 / each

1

Update

Remove

$225.50

Returns & Shipping Information

Coupon Code

enter coupon code

Apply

Subtotal: $6,539.50

Get Estimated Shipping & Ta

Order Total*: **$6,539.50**

Taxes not included in order total

For easy checkout later, upload your tax exemption now

PUNCHLIST INSPECTION 2026_06_12

memo

Project Name |	00957-0018 Hines Lakeview Drive-Watermain Project **Date** | 04/14/2026
To / Contact info |	Ryan Pember – Pember
Cc / Contact info |	Randy Reeg-City of Cumberland, Jay Michels-Emmons Olivier Resources Inc.
From / Contact info |	Nick Nelson-Emmons Olivier Resources Inc.
Regarding |	Pember Punchlist Walkthrough 2026-04-14

Punchlist Walkthrough Date – 04/14/2026
In Attendance: Randy Reeg, Nick Nelson, Jay Michels
Hines Lakeview Drive – Watermain Project

EOR, and city staff, conducted a punchlist walkthrough on Hines Lakeview Drive -Watermain project on 04/14/2026 to review status of remaining punchlist items previously noted (10/27/2025). *Please note this is not necessarily a final or exhaustive list and identified work may be added before notice of completion.*

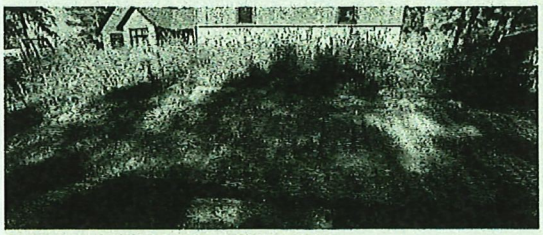
Hines Lakeview Drive Punch List 10/27/2025

This punch list contains items that have been identified to date that must be completed before final completion of the Hines Lakeview Drive Watermain Project. This is not necessarily a final or exhaustive list and identified work may be added before notice of completion.

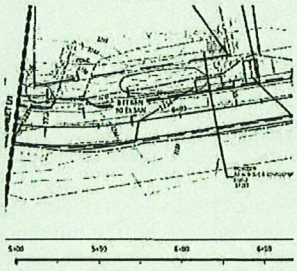
1. Restoration of landscaping & Water Curb Stop Height

Most of the areas that were disturbed were identified as having ECM and seeding. Two areas were identified as needing restoration and their locations were noted below. Note: please ensure that water curb stop heads are below mowing height upon establishment of vegetated cover.

Vegetative growth has not yet been observed. Restoration punch list item will be deemed complete when satisfactory vegetative cover needed to close out storm permit has been achieved.





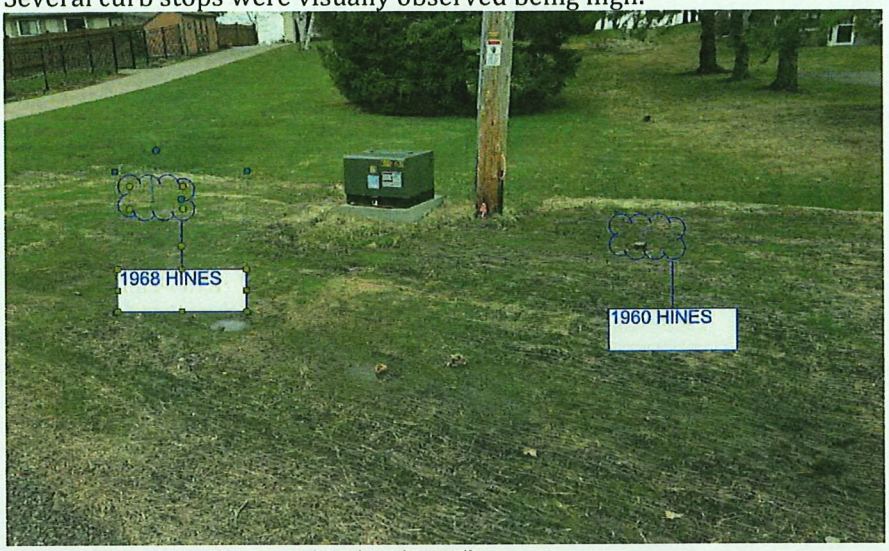


2. Any remaining work of the contract

EOR and City have noted the following for punchlist items. APPEARS COMPLETE

1. Restoration of landscaping & Water Curb Stop
    a. Water Curb Stop Height – General Comment
        i. Curb stops shall be hammered down to be below mowing height or shall have restoration around curb stops so that they are below mowing height.

Several curb stops were visually observed being high.



b. Restoration of Two Noted Areas (10/27/2025)
    i. EOR confirms that EMAT and seed was placed on the area to the North at 1992 Hines, and also notes that the landowner stated to the contractor, and the city is aware, that the area to the south at 1992 Hines is to be landscaped and no restoration will occur at this location.
c. Vegetative Growth – Areas needing additional work to establish vegetative growth were noted. Areas shown in pictures below are examples of areas noted, though we encourage the contractor to restore any bare areas, or areas determined lacking in vegetaivte establishment as discovered in the field.
    i. 2026 Hines Lakeview Drive
        1. Restoration, blackdirt & seed near hydrant



2. Restore bare areas – areas of concern mostly around perimeter of disturbed area

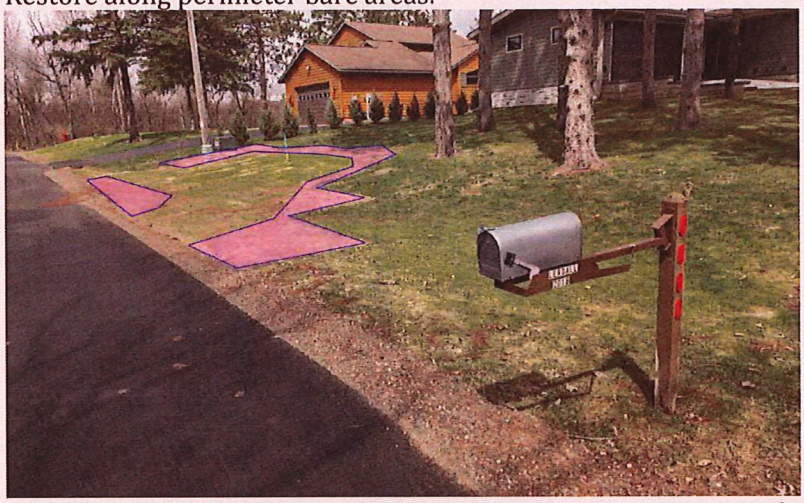


APPEARS COMPLETE

3. Blackdirt, seed, restore disturbed area near driveway.

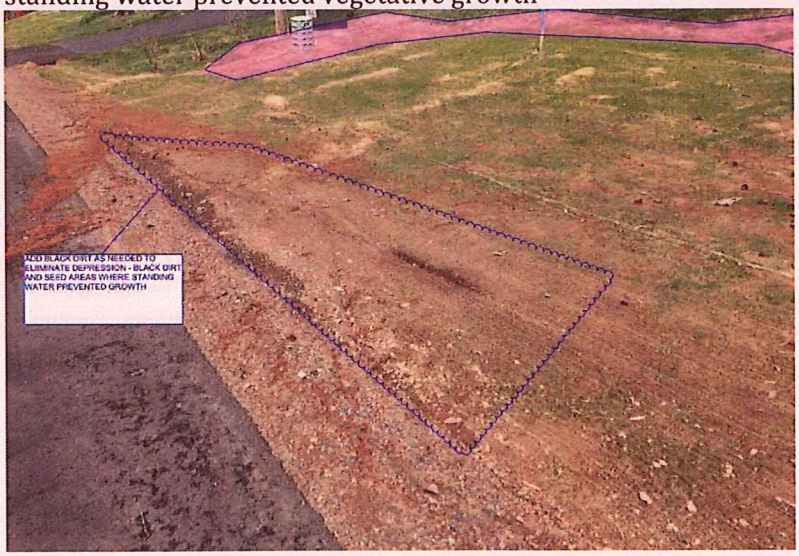
ii. 2018 Hines Lakeview Drive

1. Restore along perimeter bare areas.



2. Add black dirt as needed to eliminate depression, restore area where standing water prevented vegetative growth

ADDRESS LACK OF VEGETATION



iii. 2000 Hines Lakeview Drive

06/12/2026 INSPECTION

VEGETATION NOT TAKEN HOLD AT 2018 HINES

RECOMMEND BLACKDIRT, SEED, AND E-MAT



1. Tire rut near driveway in restoration area. Black dirt and seed this area.
2. Gravel has migrated into restoration area. Peel back gravel as able with power broom or rake and restore bare areas.

APPEARS COMPLETE



iv. 1984 Hines Lakeview Drive

1. Add black dirt as needed to eliminate depression, seed.



2. Black dirt and seed bare spots



2000 HINES OWNER IS DOING LANDSCAPING OUTSIDE OF CONTRACT WORK AND IMPACTING SURROUNDING AREA. THIS WORK IS DEEMED COMPLETE

v. 1976 Hines Lakeview Drive

1. Black dirt and seed bare spots

APPEARS COMPLETE



vi. 1960 Hines Lakeview Drive
   1. Black dirt and seed area of disturbed restoration.
   2. Black dirt and seed small strip along driveway that is disturbed,



vii. 1952 Hines Lakeview Drive
   1. Restore Bare Areas



viii. 1945 Hines Lakeview Drive
   1. Restore Bare Areas
   2. Lower curb stop below mowing height.

3. Confirm Ematted area is seeded sufficiently to establish growth.



APPEARS COMPLETE

2. Any Remaining Work of the Contract
    a. 1992 – Restoration of Riprap
        i. Riprap Appears to have been moved from the southern slope of 1992 Hines Lakeview Drive and pushed back towards the electrical pedestals, so that work could be conducted for the water service at 1992 Hines Lakeview Drive. Please restore the geotextile fabric and replace riprap along the southern slope in this area.



2000 HINES OWNER IS DOING LANDSCAPING OUTSIDE OF CONTRACT WORK AND IMPACTING SURROUNDING AREA. THIS WORK IS DEEMED COMPLETE

SEH

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CHANGE ORDER

City of Cumberland — *OWNER*

6/18/26 — *DATE*

OWNER'S PROJECT NO.

3 — *CHANGE ORDER NO.*

TID #9 Street & Utility Extension — *PROJECT DESCRIPTION*

CUMBE 187476 71.50 — *SEH FILE NO.*

The following changes shall be made to the contract documents:
Description:

A section of the new road subgrade was observed with very soft and yielding soils, containing fine silty clay, organic materials and random fill down several feet. The original road section was planned with geogrid, 12" sand, 10" gravel, & 4" asphalt. Additional costs for an enhanced road section was installed with the items below:

Additional 6" Depth of EBS	200	CY	$12.00	$2,400.00
18" Thickness of Breaker Rock	600	CY	$35.00	$21,000.00
Decreased Granular Subbase	-400	CY	$16.50	-$6,600.00

Total Change Order: $16,800.00

Purpose of Change Order:

A more robust road section was suggested to bridge the poor soils, for approximately 300 feet in length, starting about 75 feet from 8th Ave. The revised roadway section utilizes the geogrid, with 18" of breaker crushed concrete to replace the 12" sand layer. Gravel and asphalt layers remained the same. This required an additional 6" of excavation, and adding the breaker material, as part of a change order cost. This cost is partially offset by using fewer cubic yards of sand at the original project's unit price items.

Plan to complete this work was approved by Cumberland Public Works Committee on 5/19/26.

Basis of Cost: ☒ *Actual* ☐ *Estimated*

Attachments (list supporting documents)

N/A

	Time		Cost
Contract Status	*Substantial*	*Final*	
Original Contract	9/4/26	9/30/26	$564,515.35
Net Change Prior C.O.'s 1 to 2	N/A	N/A	$58,729.00
Change this C.O.	N/A	N/A	$16,800.00
Revised Contract	9/4/26	9/30/26	$640,044.35

Recommended for Approval: ***Short Elliott Hendrickson Inc.*** *by* Bryan Cunningham

Bryan Cunningham, Project Manager

Agreed to by Contractor:

BY Erickson Excavating of Cumberland, Inc.

Owner / PM Jordan Erickson

TITLE

Approved for Owner:

BY City of Cumberland

TITLE

Distribution *Contractor* *Owner* *Project Representative* *SEH Office*

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SECTION 000941 – CHANGE ORDER FORM **Change Order No.** CO3

Date of Issuance: 06/12/2025 Effective Date: 06/12/2026

Owner: City of Cumberland Owner's Contract No.:

Contractor: Pember Companies Inc. Contractor's Project No.:

Engineer: Emmons & Olivier Resources, Inc. Engineer's Project No.: 00957-0018

Project: Hines Lakeview Drive Watermain Reconstruction Contract Name: Hines Lakeview Drive Watermain Reconstruction

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

Description: Change Order to adjust contract Final Completion to 09/01/2026 to ensure establishment of vegetation. Owners at 2018 had requested fill near roadway outside of water line disturbance during punch list. Vegetation in this area did not take and is to be addressed.

Attachments: See Attached

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 273,559.00	Original Contract Times: Substantial Completion: 09/19/2025 Ready for Final Payment: 11/24/2025 days or dates
~~[Increase]~~ [Decrease] from previously approved Change Orders No. 1 to No. 2: N/A 10,152.00	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 2: Substantial Completion: 10/21/2025 Ready for Final Payment: 06/30/2026 days
Contract Price prior to this Change Order: $ 263,407.00	Contract Times prior to this Change Order: Substantial Completion: 10/21/2025 Ready for Final Payment: 06/30/2026 days or dates
~~[Increase] [Decrease]~~ of this Change Order: $ N/A	[Increase] ~~[Decrease]~~ of this Change Order: Substantial Completion: — Ready for Final Payment: 09/01/2026 days or dates
Contract Price incorporating this Change Order: $ 263.407.00	Contract Times with all approved Change Orders: Substantial Completion: 10/21/2025 Ready for Final Payment: 09/01/2026 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Nicholas J. Nelson	By:	By:
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Nick Nelson, P.E.	Title	Title Project Manager
Date: 06/12/2026	Date	Date 6/12/26

Approved by Funding Agency (if applicable)

By: N/A Date:

Title:

END OF SECTION

SEH

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CHANGE ORDER

City of Cumberland — *OWNER*

6/18/26 — *DATE*

OWNER'S PROJECT NO.

2 — *CHANGE ORDER NO.*

TID #9 Street & Utility Extension — *PROJECT DESCRIPTION*

CUMBE 187476 71.50 — *SEH FILE NO.*

The following changes shall be made to the contract documents:
Description:
Water main stub size and location was not as expected according to plan for the connection at 8th Avenue.
Time and Materials costs were tracked as follows-
Additional Materials: $1,850
Additonal Time for 7 hours of pipe crew: $8,225
Total T&M: $10,075

Purpose of Change Order:
Compensate contractor for additional time and effort required to connect to the water main at 8th Avenue.

Basis of Cost: ☒ *Actual* ☐ *Estimated*
Attachments (list supporting documents)
Memo with supporting detail infromation

	Time		Cost
Contract Status	*Substantial*	*Final*	
Original Contract	9/4/26	9/30/26	$564,515.35
Net Change Prior C.O.'s 1 to 1	N/A	N/A	$48,654.00
Change this C.O.	N/A	N/A	$10,075.00
Revised Contract	9/4/26	9/30/26	$623,244.35

Recommended for Approval: ***Short Elliott Hendrickson Inc.*** *by* Bryan Cunningham
Bryan Cunningham, Project Manager

Agreed to by Contractor:

BY Erickson Excavating of Cumberland, Inc.

Owner / PM Jordan Erickson
TITLE

Approved for Owner:

BY City of Cumberland

TITLE

Distribution *Contractor* *Owner* *Project Representative* *SEH Office*

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SEH

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MEMORANDUM

TO: Randy Reeg, City of Cumberland
FROM: Bryan Cunningham, SEH
DATE: June 18, 2026

RE: Change Order No. 2 Supporting Information
TID #9 Street & Utility Improvements
SEH No. CUMBE 187476 14.00

Erickson Excavating is requesting additional costs for the TID #9 Street & Utility Improvement project related to the water main connection at 8th Avenue. The project intended to connect to the 8" water main stub from 8th Avenue, and extend westerly to the end of the project. When this connection occurred on 4/29/26 the 8" water main was not found where expected, and only 6" pipe was encountered. The contractor dug much closer to 8th Avenue than in the original plan, to find the location where an 8" pipe transitioned to the 6" stub. This required removal of an additional removal patch of 8th Avenue, additional materials, and added time because of additional excavation, grading, and working around utility lines, which would not have been necessary if the 8" water stub was in the expected location. The contractor is seeking compensation for this additional work, with a claim that it exceeds the expense they would have incurred from the unit price items as in the original bid. The contractor is requesting the following costs:

Material Description	Unit	Quantity	Unit Price	Total Cost
8" Ductile Iron Pipe	LF	20	$ 43.75	$ 875.00
Special Delivery 8" DI Pipe	LS	1	$ 507.74	$ 507.74
18" HDPE Culvert Pipe	LF	20	$ 13.35	$ 267.00
2" Rigid Insulation	EACH	4	$ 50.00	$ 200.00

Total Materials: $1,850

Description 6 Man Pipe Crew	Unit	Quantity	Unit Price	Total Cost
CAT 349F L w Operator	HR	7	$ 375.00	$ 2,625.00
CAT 320 w Operator	HR	7	$ 275.00	$ 1,925.00
Pipe Foreman w Truck	HR	7	$ 175.00	$ 1,225.00
Pipe Layer	HR	7	$ 115.00	$ 805.00
Labor	HR	7	$ 95.00	$ 665.00
Labor	HR	7	$ 95.00	$ 665.00
Small Tools/Pipe Trailer	HR	7	$ 45.00	$ 315.00

Total Time: $8,225

Total Time and Materials (T&M) requested via change order: $10,075.

If the work on 4/29/26 would have occurred utilizing the unit price line items in the original contract, without accommodations for the extra efforts and time lost, this work would have incurred approximately $4,600 in contract costs. So with the total T&M request, a net increase of approximately $5,500 is essentially what is being requested.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 326 South Main Street, Suite 100, Rice Lake, WI 54868-2238
715.236.4000 | 800.003.6970 | 888.908.8166 fax | sehinc.com
SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

SEH

Building a Better World
for All of Us™

June 18, 2026

RE: TID #9 Street and Utility Extension
Cumberland, Wisconsin
SEH No. CUMBE 187476

Randy Reeg, City Administrator
Cumberland, WI 54840

Dear Randy:

Please find Application for Payment No. 3 from Erickson Excavating of Cumberland, Inc. for the above referenced project. The application is in the amount of $110,326.54 and provides for retainage in accordance with contract documents. We have reviewed the Application for Payment and recommend that payment be made.

Work items within this Application include road work, gravel, curb & gutter, and change orders No. 2 and 3.

If you have any questions, please contact me at 715.861.4987 or bcunningham@sehinc.com.

Sincerely,

Bryan Cunningham, PE (WI)
Project Manager

Enclosure
x:\ae\c\cumbe\187476\7-const-svcs\73-app-pymt\afp 3\cumbe 187476 afp letter 3.docx

Application for Payment
(Unit Price Contract)
No. _3__

Eng. Project No.: CUMBE 187476 Location: Cumberland, WI

Contractor Erickson Excavating of Cumberland, Inc. Contract Date November 5, 2025

668 24 1/2 Ave

Cumberland, WI 54829 Contract Amount $ 564,515.35

Contract for TID #9 Street and Utility Extension

Application Date 5/11/25 For Period Ending 6/20/25

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
Base Bid						
01 55 25.1	Maintenance of Traffic	LS	1	1	1,000.00	$1,000.00
01 71 13.1	Mobilization	LS	1	1	10,250.00	$10,250.00
02 41 33.1	Remove Asphalt Pavement	SY	150	150	10.00	$1,500.00
02 66 11.1	Pond Clay Liner	CY	1210	1210	15.75	$19,057.50
31 11 00.1	Clear and Grub Trees	Acre	1.5	1.5	6,500.00	$9,750.00
31 23 10.1	Common Excavation	CY	8000	8000	3.75	$30,000.00
31 23 33.1	Crushed Rock Pipe Foundation	Ton	300	0	20.00	
31 25 10.1	Inlet Protection, Type A	Each	6	6	100.00	$600.00
31 25 10.2	Inlet Protection, Type D	Each	4	4	100.00	$400.00
31 25 10.3	Erosion Mat, Class I Type B	SY	5363	5363	2.50	$13,407.50
31 25 10.4	Silt Fence	LF	3912	3912	2.30	$8,997.60
31 25 10.6	Tracking Pad	EA	1	1	1,000.00	$1,000.00
31 34 15.1	Geogrid, Type SR	SY	3300	3300	1.75	$5,775.00
31 37 00.1	Rip Rap-Light	CY	71	71	85.00	$6,035.00
31 37 00.2	Rip Rap-Medium	CY	30	30	95.00	$2,850.00
32 11 17.1	Granular Subbase	CY	1102	1134	16.50	$18,711.00
32 11 26.1	Dense Graded Crushed Base Course, 1-1/4-inch	Ton	5400	5408.54	11.50	$62,198.21
32 12 18.1	Hot Mix Asphaltic 2-inch Surface Pavement (4MT 58-34 S) Base Bid Area	Ton	90	0	132.75	
32 12 18.1a	Hot Mix Asphaltic 2-inch Binder Pavement (3MT 58-28 S) Alternate Bid Area	Ton	260	0	115.25	
32 12 18.2	Hot Mix Asphaltic 2-inch Binder Pavement (3MT 58-28 S) Base Bid Area	Ton	90	0	132.75	
32 12 18.2a	Hot Mix Asphaltic 2-inch Binder Pavement (3MT 58-28 S) Alternate Bid Area	Ton	260	0	111.25	
32 12 18.3	Adjust Existing Manhole Casting	EA	1		500.00	
32 12 50.1	Saw Cut Asphalt Pavement	LF	110	110	5.00	$550.00
32 16 30.1	Concrete Curb and Gutter, 30-inch, Type D	LF	1450	1450	18.00	$26,100.00
32 18 40.1	Concrete Driveway, 8-inch	SF	493	543	8.75	$4,751.25

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
	Concrete Box Out around Manhole					
32 18 40.2	Casting	EA	8	0	750.00	
32 92 12.1	Turf Establishment	Acre	1.1	1.1	5,000.00	$5,500.00
33 01 30.1	Televise Inspection of Sanitary Sewers	LF	767	767	2.00	$1,534.00
	6-inch DIP Water Main and Service					
33 11 00.1	Piping	LF	170	157	60.00	$9,420.00
33 11 00.2	8-inch DIP Water Main	LF	720	714	62.00	$44,268.00
33 11 00.3	Water Main Fittings	LB	600	527	10.00	$5,270.00
33 11 00.4	6-inch Gate Valve and Box	EA	5	5	3,000.00	$15,000.00
33 11 00.5	8-inch Gate Valve and Box	EA	1	1	4,000.00	$4,000.00
33 11 00.6	Hydrant	EA	2	2	8,500.00	$17,000.00
33 11 00.7	Connect to Existing Water Main	EA	1	1	1,500.00	$1,500.00
33 11 00.8	Connect to Existing Water Service	EA	1	0	1,500.00	
33 11 00.9	Insulation Board Polystyrene, 4-inch	SY	300	260	40.00	$10,400.00
	Sanitary Sewer Manhole, 48-inch Dia.					
33 31 00.1	with Casting	EA	3	3	4,500.00	$13,500.00
	Connect to Existing Sanitary Sewer,					
33 31 00.2	Reconstruct Invert and Flowline	EA	1	1	3,500.00	$3,500.00
	Connect to Existing Sanitary Sewer					
33 31 00.3	Service	EA	1	1	500.00	$500.00
33 31 00.4	8-inch PVC Sanitary Sewer	LF	767	767	35.00	$26,845.00
33 31 00.5	8-inch PVC Sanitary Sewer Service	LF	12	0	50.00	
33 31 00.6	8-inch by 6-inch Sanitary Wye	EA	2	3	150.00	$450.00
33 31 00.7	8-inch by 8-inch Sanitary Wye	EA	1	0	150.00	
33 31 00.8	6-inch PVC Sanitary Sewer Service	LF	95	96	40.00	$3,840.00
	Storm Sewer Manhole, 48-inch					
33 41 00.1	Diameter with Manhole Casting	EA	4	4	4,500.00	$18,000.00
33 41 00.2	Inlets 2 by 3-foot with Casting	EA	4	4	3,500.00	$14,000.00
33 41 00.3	4" Underdrain Pipe	LF	200	200	5.00	$1,000.00
	Storm Sewer Pond Outlet 36-inch Dia.					
33 41 00.4	Structure w/ 36" Cone Grate	EA	2	2	5,500.00	$11,000.00
33 41 00.5	4-inch PVC Storm Sewer	LF	124	200	10.00	$2,000.00
33 41 00.6	6-inch PVC Storm Sewer	LF	47	47	20.00	$940.00
33 41 00.7	4-inch by 6-inch Storm Wye	EA	3	3	100.00	$300.00
33 41 00.8	4-inch by 12-inch Storm Wye	EA	1	2	1,000.00	$2,000.00
33 41 00.9	12-inch HDPE Storm Sewer	LF	698	835	24.00	$20,040.00
33 41 00.10	18-inch HDPE Storm Sewer	LF	412	294	30.00	$8,820.00
33 41 00.11	12-inch Storm Sewer Apron Endwall	EA	4	4	300.00	$1,200.00
33 41 00.12	18-inch Storm Sewer Apron Endwall	EA	2	2	300.00	$600.00
33 41 00.13	Connect to Existing Roof Drains	EA	6	6	150.00	$900.00
TOTAL BID PRICE						$466,260.06

Application for Payment (continued)

Total Contract Amount	$ 564,515.35	Total Amount Earned	$ 466,260.06
		Material Suitably Stored on Site, Not Incorporated into Work	
Contract Change Order No. 1		Percent Complete 100	48,654.00
Contract Change Order No. 2		Percent Complete 100	10,074.74
Contract Change Order No. 3		Percent Complete 100	16,800.00
Less Previous Applications:		GROSS AMOUNT DUE	$ 541,788.80
AFP No. 1: 164,272.10	AFP No. 6:	LESS 5 % RETAINAGE	$ 27,089.44
AFP No. 2: 240,100.72	AFP No. 7:	AMOUNT DUE TO DATE	$ 514,699.36
AFP No. 3:	AFP No. 8:	LESS PREVIOUS APPLICATIONS	$ 404,372.82
AFP No. 4:	AFP No. 9:	AMOUNT DUE THIS APPLICATION	$ 110,326.54
AFP No. 5:			

CONTRACTOR'S AFFIDAVIT

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the Contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications for Payment under said contract, TID #9 Street and Utility Extension, Cumberland, WI, and (2) all material and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment and free and clear of all liens, claims, security interests and encumbrances.

Date 6-17-2026, 20___ Erickson Excavating of Cumberland, Inc. (Contractor)

COUNTY OF Barron)
STATE OF Wisconsin) SS

By [signature] Owner/PM (Name and Title)

Before me on this 17th day of June, 2026, personally appeared Jordan Erickson known to be, who being duly sworn did depose and say that he is the owner of the Contractor above mentioned that he executed the above Application for Payment and Affidavit on behalf of said contractor; and that all of the statements contained therein

My Commission expires 01-06-2029

CATHY J. STEWART NOTARY PUBLIC STATE OF WISCONSIN

[signature] (Notary Public)

The undersigned has checked the Contractor's Application for Payment shown above. A part of this Application is the Contractor's Affidavit stating that all previous payments to him under this contract have been applied by him to discharge in full all of his obligations in connecting with the work by all prior Applications for Payment.

In accordance with the Contract, the undersigned recommends approval of payment to the Contractor for the Amount due.

Daniel A. Penzkover

Short Elliott Hendrickson Inc.

By [signature] FOR BC

Date 6/18/26

City of Cumberland

By ___

Date ___

HACH SERVICEPLUS CERTIFIED PROGRAMS	**HACH SERVICE PARTNERSHIP QUOTATION**	Page : Partnership Number :	1 of 5 HACH1082706
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 ***Purchase Orders***	***WebSite***: www.hach.com	***Remittance*** 2207 Collections Center Dr Chicago, IL 60693 ***Wire Transfers*** Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

Partnership Number : HACH1082706 **Version :** 0.9 **Quotation Date :** 01-JUN-26

Expiration Date : 30-AUG-26

Hach Company Contact : Mayer, Jordan **Service Partnership Phone :** (800) 227-4224 x6275 **Service Partnership Email :** jordan.mayer@hach.com

Customer Ref : Renewal Quote **Customer Phone :** 8222595 **Customer Fax :** **Customer Contact :** PEICHEL, JORDAN **Customer Email :** JORDAN@CMUTILITY.COM

Bill-To Account # 40223045		**Ship-To Account # 40223045**			
Customer Name	CUMBERLAND MUNICIPALITY UTILITY	Customer Name	CUMBERLAND MUNICIPALITY UTILITY	**Payment Terms:**	Net 30
Address4		Address4	WASTEWATER	**Billing Method:**	Annual-Invoices on START Date
Address1	PO BOX 726	Address1	1165 SAINT ANTHONY ST	**Currency:**	USD
Address2		Address2			
Address3		Address3			
City,State, PostalCode	CUMBERLAND-WI-54829	City,State, Postalcode	CUMBERLAND-WI-54829-8518		
Province/ Country	US	Province/ Country	US		

Line	Service Name / Covered Product	Start Date	End Date	Description/Serial Number	Line Total
1	FSPPHOSPHAXSC	30-JUN-26	29-JUN-27	aa Fld Svc-2V Phosphax sc V.2006:30-JUN-2026:29-JUN-2027 Hach's Field Service Partnership provides full coverage for on-site repairs and two preventative maintenance, calibration, and certification services per year. As a Partnership customer, your repairs will be put into priority status. You' ll also have access to unlimited technical support with an exclusive support number that puts you at the front of the call queue. Filtrax coverage sold separately.	3,555.00
1.1	LXV422.99.13002			db PHOSPHAX sc PHOSP ANLZ 115-230V,1 CH ; 1845878	
2	FSPFILTRAX	30-JUN-26	29-JUN-27	Fld Svc-4V	4,654.00

					Filtrax:30-JUN-2026:29-JUN-2027	
	2.1	LXV294.54.00000			db FILTRAX CONTROL MODULE, 115VAC ; 1842839	
3	FSPLDO2		30-JUN-26	29-JUN-27	Fld Svc LDO2 - 1 visit:30-JUN-2026:29-JUN-2027 Field Service Partnership provides full coverage, including one on-site annual preventative maintenance/calibration service and probe replacement upon failure.	1,036.00
	3.1	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 152110000057	
	3.2	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 152110000019	
4	PMP-GLPHORP-1V		30-JUN-26	29-JUN-27	PMP-GLI pH ORP PROBE-1V (FRV 1):30-JUN-2026:29-JUN-2027	772.00
	4.1	DRD1P5			Digital ORP Sensor,PEEK, Convertible ; 1811440164	
	4.2	DRD1P5			Digital ORP Sensor,PEEK, Convertible ; 1811440183	
5	PMP-1720E-1V		30-JUN-26	29-JUN-27	PMP-1720E TURB-1V (FRV4):30-JUN-2026:29-JUN-2027	364.00
	5.1	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 150700506243	

Sub Total :	10,381.00
Tax:	0.00
Total :	10,381.00

Partnership Notes :

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms . Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract This Contract will automatically renew at the End Date for a period of one year, and at the anniversary of the End Date, unless the Buyer notifies Hach in writing by no later than ninety days before the End Date.

Customer Name : CUMBERLAND MUNICIPALITY UTILITY

Customer P.O. Number : _____

HACH SERVICEPLUS CERTIFIED PROGRAMS	**HACH SERVICE PARTNERSHIP QUOTATION**	Page : Partnership Number :	3 of 5 HACH1082706
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 *Purchase Orders*	*WebSite*: www.hach.com	*Remittance* 2207 Collections Center Dr Chicago, IL 60693 *Wire Transfers* Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

Customer Reference Number : _____

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS:
These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION:
Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing
charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. DELIVERY:
Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. INSPECTION:
Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. PRICES & ORDER SIZES:

All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS:
All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or issolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

7. LIMITED WARRANTY:
Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION:
Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

9. PATENT PROTECTION:
Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS:
Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or

machined components.

11. SOFTWARE:.
All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12 . PROPRIETARY INFORMATION; PRIVACY:
"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at http://www.hach.com/privacypolicy.

13. CHANGES AND ADDITIONAL CHARGES:
Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:
In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE:
Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:
Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "*Speak Up*!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See http://danaher.com/integrity-and-compliance and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. FORCE MAJEURE:
Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods,severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. NON ASSIGNMENT AND WAIVER:
Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. LIMITATION OF LIABILITY:
None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. APPLICABLE LAW AND DISPUTE RESOLUTION:
The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. ENTIRE AGREEMENT & MODIFICATION:
These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

HACH SERVICEPLUS CERTIFIED PROGRAMS	**HACH SERVICE PARTNERSHIP QUOTATION**	Page : Partnership Number :	5 of 5 HACH1082706
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 ***Purchase Orders***	***WebSite***: www.hach.com	***Remittance*** 2207 Collections Center Dr Chicago, IL 60693 ***Wire Transfers*** Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

Energenecs

Proposal

DATE: June 1, 2026

PROJECT: Cumberland Wonderware Updates

TO:

Katie Goin katie@cmutility.com
Jordan Peichel jordan@cmutility.com
City of Cumberland
1265 2nd Ave,
Cumberland, WI 54829
715-822-2595

(4 Pages)

Energenecs is pleased to offer the following proposal for the Cumberland WWTP Wonderware software upgrade project in accordance with your email request on May 18, 2026.

Specifically includes:

Wonderware Software Update:

- Update Aveva Wonderware Application Software, serial number 1713476-1, to 2023 version (most recent version available)
- Combine the WWTP Wonderware application and Ovivo application

XLReporter:

- Add new SyTech XLReporter to system to provide expanded historical reporting capabilities

MBR Building small form factor computer (in cabinet):

- One (1) Lenovo small form factor computer
- Provide bi-lateral SCADA monitoring in MBR building

PROPOSAL INCLUDES:

- Project coordination and design
- Aveva SCADA application programming
- SyTech XLR date reporting software programming
- Field start-up and testing of all SCADA & XLR software
- One (1) year parts & labor warranty on hardware

PROPOSAL EXCLUSIONS

- Any applicable sales tax
- Additional Aveva & XLR users are an additional fee
- Replacement Hope Industrial screen in MBR building is not proposed at this time

Hardware & Software Price:	**$13,935.00**
Associated Labor Range:	**$21,000.00 to $31,000.00**
Total Not to Exceed Price:	**$44,935.00**

Price valid until December 31, 2026.

Sincerely,

Keith Kohn
Energenecs
(262) 685-6506 Mobile
keith.kohn@energenecs.com

All applicable taxes will be added to the above price.
The Terms and Conditions attached apply to this Proposal.

Energenecs, Inc.
Standard Terms and Conditions

PURCHASE ORDER FORMS
These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods and services by Energenecs, Inc., a Wisconsin corporation ("SELLER") to the buyer named on the signature page of these Terms ("BUYER"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the goods and services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. By ordering any goods or services from SELLER, BUYER is agreeing to these Terms. The accompanying Proposal and these Terms comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of BUYER'S general terms and conditions of purchase regardless of whether or when BUYER has submitted its purchase order or such terms. Fulfillment of BUYER'S order does not constitute acceptance of any of BUYER'S terms and conditions and does not serve to modify or amend these Terms.

SHIPPING TERMS AND TITLE & RISK OF LOSS
Delivery of the goods will be made F.O.B. factory unless expressly agreed upon in writing by the BUYER and SELLER. Title and risk of loss passes to BUYER upon shipment of the goods from SELLER'S factory. SELLER shall not be liable for any delays, loss, or damage in transit. As collateral security for the payment of the purchase price of the goods, BUYER hereby grants to SELLER a lien on and security interest in and to all of the right, title, and interest of BUYER in, to and under the goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Wisconsin Uniform Commercial Code.

ACCEPTANCE
Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgment of the quotation as written and an acceptance of these Terms hereof.

CREDIT APPROVAL
The credit terms specified on the face hereof are subject to SELLERS continuing approval of BUYERS credit and if, in SELLERS sole judgment, BUYERS credit or financial standing is so impaired as to cause SELLER in good faith to deem itself insecure, SELLER may withdraw the extension of credit and require other payment terms.

PRICE AND TERMS OF PAYMENT
BUYER shall purchase the goods and services from Seller at the prices set forth in attached Proposal. If the prices should be increased by SELLER before delivery of the goods to a carrier for shipment to BUYER, then these Terms shall be construed as if the increased prices were originally inserted herein, and BUYER shall be billed by Seller on the basis of such increased prices. From time to time, SELLER may require payment upfront, in advance, upon shipment of the goods to the job site, or upon certain milestones being met. If SELLER doesn't require payment in the above-mentioned manners, payment terms are: (a) net 30 days, calculated from the date of invoice; and (b) for any invoice that is not timely paid, interest will accrue on the unpaid amount of such invoice at 1.5% per month until the invoice is paid. Payment must be received before start up can be authorized. FIELD STARTUP SERVICE CANNOT BE AUTHORIZED WITHOUT PAYMENT BEING REMITTED TO SELLER IN ADVANCE OF PERFORMING START UP SERVICES. If no startup is required, payment is due net 30 days from invoice date. BUYERS PAYMENT OBLIGATION IS IN NO WAY CONTINGENT UPON BUYERS RECEIPT OF PAYMENT FROM ANY OTHER PARTY. In addition to all other amounts due hereunder, BUYER shall reimburse SELLER in full for all collection costs or charges, including reasonable attorneys' fees, which SELLER may incur with respect to the collection of past due amounts from BUYER, including interest on overdue accounts. If BUYER is in default under this or any other agreement with SELLER, SELLER may, at their option, defer performance hereunder until such default is cured. SELLER shall have no obligation to provide factory startup assistance and/or factory training until all invoices (including retentions) for equipment have been paid in full. All prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by BUYER. BUYER may not under any circumstances withhold, offset, recoup or debit any amounts owed (or to become due and owing) to SELLER or any of our representatives, whether under these Terns or otherwise, against any other amount owed (or to become due and owing) to BUYER by SELLER.

WARRANTY AND LIMITATION OF LIABILITY
SELLER is a system integrator/manufacturer's representative and, as such, our product guarantees and warranties, as applicable, are set forth in the manufacturer's instruction book or operation and maintenance manual that accompanies each product. SELLER does not offer its customers any warranty or guarantee that would impose upon SELLER greater obligations than those imposed by the manufacturers we represent. For the avoidance of doubt, SELLER makes no representations or warranties with respect to any third-party product, including any (a) warranty of merchantability; (b) warranty of fitness for a particular purpose; (c) warranty of title; or (d) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

In no event shall SELLER be liable to BUYER or any third party for any loss of use, revenue or profit, or for any consequential, indirect, incidental, special, exemplary, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damages were foreseeable and whether or not SELLER and BUYER have been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose. SELLER shall not be liable for any damages or charges for labor or expense in making repairs or adjustments to the product within the warranty period without prior written approval of SELLER. SELLER shall not be liable for any damages or charges sustained in the adaptation or use of its engineering data or services.

Except for the warranties set forth in these Terms, SELLER makes no warranty whatsoever with respect to the goods or services, including any (a) warranty of merchantability; (b) warranty of fitness for a particular purpose; or (c) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise. In no event shall SELLER'S aggregate liability arising out of or related to these Terms, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the total of the amounts paid to SELLER for the goods and services sold hereunder.

IN ANY CASE SELLER SHALL NOT BE LIABLE FOR FIELD WORK BY STAFF OTHER THAN THE SELLER UNLESS EXPRESSLY AUTHORIZED IN WRITING, IN ADVANCE, BY THE SELLER. THIS IS IN SPECIFIC REGARD TO BACK CHARGES.

BUYER agrees to reimburse SELLER for ALL expenses incurred in servicing a warranty request if the cause of the warranty request is determined to be other than a manufacturer's defect or failure of a SELLER supplied component.

CLAIM PERIODS
All goods are shipped at the risk of the BUYER after they have been delivered by SELLER to the carrier. BUYER shall immediately inspect said equipment upon receipt of equipment and any damage must be noted on the freight carriers bill of lading at time of receipt. SELLER is not liable for any shortages or non-conformance unless notified thereof by BUYER within 10 days after BUYERS receipt of said equipment.

CHANGES, CANCELLATIONS, RETURNS
All requests for changes, cancellations, or returns must have prior written approval and are conditional on manufacturers cancellation/return policies and subject to a restocking and/or service charge for order handling, inspection, reconditioning and repackaging, as required. Authorized returned goods must be packaged and shipped prepaid to manufacturer. Products more than six (6) months old cannot be returned for credit. These Terms shall also govern and be binding to all BUYER requested/approved change orders.

FORCE MAJEURE
SELLER shall not be liable or responsible to BUYER, nor be deemed to have defaulted or breached these Terms, for any failure or delay in fulfilling or performing any term of these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of SELLER including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, pandemic, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

AMENDMENT AND ASSIGNMENT
These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party. Any additional or different terms proposed by BUYER are objected to and they will have no force or effect unless accepted by SELLER in writing. BUYER shall not assign any of its rights or delegate any of its obligations under these Terms without the prior written consent of SELLER. Any purported assignment or delegation in violation of this section is null and void. No assignment or delegation relieves BUYER of any of its obligations under these Terms.

RELATIONSHIP OF THE PARTIES
The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

DISPUTES AND CHOICE OF LAW
All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to these Terms shall be instituted in the federal and state courts located in the State of Wisconsin in each case located in the City of Milwaukee, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

SUBMITTAL DRAWINGS & OPERATION/MAINTENANCE MANUALS
Submittal drawings and operation & maintenance documentation is provided in accordance with plan documents

Energenecs, Inc.
Standard Terms and Conditions

THE SELLER RESERVES THE RIGHT TO REVIEW AND REVISE THIS PROPOSAL AFTER THIRTY DAYS FROM ISSUANCE.

By: Energenecs, Inc. Keith Kohn

I accept this proposal and all terms thereof:

Accepted: _____

Title: _____

Date: _____ PO #: _____

Rev 1 700 EAST MILAN DRIVE, SAUKVILLE, WISCONSIN 53080 | PH: 262-377-6360 | WWW.ENERGENECS.COM

staab construction corporation
100% EMPLOYEE OWNED

1800 Laemle Ave | Marshfield, WI 54449 | 715-387-8429

PROPOSAL

Katie Goin
City of Cumberland
1165 St. Anthony St.
Cumberland, WI 54829

Phone: 715-822-2951 Email: katie@cmutility.com

Project Reference:	Cumberland WWTF - Maint 2026	
Quote Date:	05/19/26	
Quote Expires:	06/18/26	
Bid Date/Time	05/19/26	
Bid No./Revision:	2261	REV2

RE: Cumberland WWTF - Maint 2026

The undersigned, having familiarized ourself with the plans, specifications, and local conditions affecting the cost of the work, hereby propose to furnish all labor, material, necessary tools, expendable equipment, and all utility and transportation services necessary to complete the following in a workmanlike manner according to standard practices. This proposal will not be withdrawn for a period of thirty (30) days after proposal date.

BASE BID	**HEADWORKS BUILDING WATER PIPING REPAIRS**	**$37,100.00**

We base our price on replacing existing PVC water piping/fittings/ball valves associated with both the influent screen booster pumps. Piping will be replaced with stainless steel. Replacement piping will start after the branched tee off of the main water line and ends at the connection to the screens. Price also includes replacing the water meter piping from the flange off the wall to the wye-strainers before the backflow preventor. This includes the flow meter by-pass piping and all associated ball valves. Piping, valves, and fasteners will be stainless steel. Certified Master Plumber will be on-site to perform scope of work. Scope of work is estimated to be completed in 4 days.

At minimum we exclude the following:

- State/Federal Prevailing Wages, Performance & Payment Bond.
- Sales tax is excluded from this proposal. An estimate for sales tax on purchases of materials and equipment by contractor and subcontractors is listed above. If this project qualifies for exemption, owner shall provide a certification of exempt status which authorizes contractor and subcontractors to make purchases without sales tax.
- Quality control concrete, soil, water leakage, and/or lead & asbestos testing or survey.
- Contaminated soil & water remediation and/or removal. If contaminated water is encountered, owner is responsible for proper disposal costs.
- Asbestos & lead abatement.
- Ground water dewatering removal.
- Unsuitable soils removal and/or replacement.
- Temporary bypassing and/or treatment.

Owner Responsibilities:

- Supply of potable and/or non-potable water supply.
- Supply of Electricity for construction purposes.
- Supply of Restroom facilities.

Clarifications:

- Potable water will need to be turned off for work to be completed on the water meter line. Owner to verify that isolation valve is operational.

Payment Terms: Invoiced upon completion and/or monthly and payable within 30 days from date of invoice. 18% Annual interest added to accounts over 30 days. Where retainage is applicable, client may withhold a maximum of 5%, not to exceed the value of work to be completed. Staab requires full retainage release & final payment within 60 days of completion for our scope of work.

Schedule: Staab will begin executing contract obligations within 30 calendar days after we receive a notice to proceed and will be completed in approximately 4 calendar days. Normal work hours are Monday thru Thursday, 10 hour days per week straight time labor rate. Compressed schedule compensation is assessed at 1.5 times after 10 hours each day and/or beyond a 40 hour work week. Holiday pay compensation is assessed at 2 times the hourly base rate. Compensation adjustments are based on the rates noted below under "Changed Conditions".

Changed Conditions / Contract Adjustment Rates: If subsurface, latent, and/or unknown physical conditions differ from those indicated in this agreement or in documents made available by Contractor, Engineer, or Owner, Staab Construction shall be entitled to an equitable change in contract price and an extension of the project completion date for such changed conditions. Extra work and associated costs will proceed only upon written orders, and will become an extra charge over and above this base bid price. Such additional charges will be based on actual cost required to complete the work. Rates for time & material cost plus proposals are available upon request.

Price Escalators: If there is an increase in the actual cost of labor or materials charged to the Contractor in excess of 5% subsequent to making this Agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the contract to reflect the price increase and additional direct cost to the contractor. Contractor will submit written documentation of the increased charges to the Prime Contractor/Owner upon request. As an additional remedy, if the actual cost of any line item increases more than 10% subsequent to the making of this Agreement, Contractor, at its sole discretion, may terminate the contract for convenience.

Contract Cancellation: Upon written notification for any such nature that our contract is to be terminated, Staab Construction will stop work immediately. Costs incurred will be billed for reimbursement utilizing the rates noted in "Changed Conditions/Contract Adjustment Rates".

Limited Warranty: Unless otherwise noted on the face hereof, Staab Construction goods, auxiliaries, and parts thereof are warranted per contract agreement documents, against defective workmanship and material for a period of twelve (12) months from date of substantial project completion with the original user. If the goods or services do not conform to the warranty stated above, then as Buyer's sole remedy, Staab shall, at Staab's option, either repair or replace the defective goods or reperform defective services not to exceed the value of the original contract. If applicable, Staab will assign to Buyer all warranties applicable to any portion of the Work or Materials obtained from third parties, or if not assignable, will assert such warranties on behalf of buyer's request. Warranty shall not apply to any work which that has been subjected to improper or excessive operating conditions, misapplications, accidents, neglect, improper repair or alteration, normal wear and tear, corrosion, abrasion or erosion, abuse, defects resulting from Buyer's specifications or designs, or any unauthorized disassembly or rework by others.

Contracts: Please note this proposal is for bid submission reference only and is not a formal contract between buyer and seller. A mutual agreed upon contract form will be selected between buyer and seller after Staab receives written confirmation accepting this proposal. At that time both parties will review agreeable contract terms and conditions as it relates to this proposal document.

Sales & Use Tax: Sales & use tax on the purchase of material and equipment by Staab and subcontractors has been excluded as part of this proposal. If this proposal is tax exempt, owner will provide documentation to be used by Staab and all subcontractors to purchase materials and equipment without sales tax. If this proposal is not tax exempt, please add the appropriate sales tax value referenced in the pricing table above.

Insurance: Staab Construction purchases and maintains property insurance (Builders Risk or Installation Floater) upon the Work on a completed value basis, in the amount of the full insurable replacement cost and be written on a "all-risk" policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the owner or engineer. Property insurance shall be maintained until the project has reached substantial completion and is operating to its intended purpose.

Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete. Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined.

Other insurance Staab Construction will maintain includes liability, automobile, and workman's compensation. insurance. Professional liability insurance will be provided to cover claims for negligent professional services performed by Staab Construction during the term of this agreement. Staab Construction will not be required to provide professional design services unless specifically required by the Contract Documents for a portion of the work. Limits of professional liability insurance is $2,000,000 per claim and an annual aggregate of $2,000,000.

In order to secure performance of its payment and other obligations under this agreement, owner shall provide contractor with financial security in such form as shall be reasonably acceptable to contractor. Such security shall be delivered to and approved by contractor within thirty (30) days of the effective date of this agreement. In the event that owner does not provide acceptable financial security by such date, contractor may at its election immediately or within thirty (30) days thereof terminate this agreement in which case this agreement shall be of no further force or effect except that owner shall be and remain fully liable for the cost of the work theretofore incurred by contractor in connection with this project together with 15% percent of such expenditures (to cover contractor's profit and overhead) regardless of when such expenditures were incurred and regardless of whether such expenditures ultimately proved to be of any value or use to owner.

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, THIS CONTRACTOR 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 THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR 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 ITS MORTGAGE LENDER, IF ANY. THIS CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Respectfully Submitted By:

Jacob J Charron

Service Manager

Jake Charron

ACCEPTANCE OF PROPOSAL -	The prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above. This proposal will now be a binding contract.
Signature: _____	Date: _____
_____ *(Printed name and title)*	

GENERAL, MECHANICAL, EARTHWORK CONTRACTOR

•

Municipal & Industrial

•

The Contractor of Choice Improving Tomorrow's Environment

ESTIMATE

DeSantis Excavating, LLC
2117 6 1/4 Street
Cumberland, WI 54829

DeSantisExc@hotmail.com
+1 (715) 790-8034



Bill to
Cumberland Municipal Utilities

Ship to
Cumberland Municipal Utilities

Estimate details
Estimate no.: 1050
Estimate date: 04/16/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Manhole replacement**	Bob & Steves	1	$10,400.00	$10,400.00

Total **$10,400.00**

Note to customer

Removed and replace manhole at Bob & Steves. Make 2 new connections and replace castings.

Accepted date

Accepted by