

## AGENDA

**Board of Trustees & Committee of the Whole Meeting**  
**7:00 PM - Thursday, February 8, 2024**  
Village Hall, 620 W. Main St., Newburg, Wisconsin

Page

### CALL TO ORDER / ROLL CALL

- President Dave DeLuka      - Trustee Bill Sackett      - Trustee Mike Heili
- Trustee Mike Enright      - Trustee Brooke Stangel      - Trustee Kevin Kohn
- Trustee Paul Zimdars

### PLEDGE OF ALLEGIANCE

*"I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all."*, should be rendered by standing at attention facing the flag with the right hand over the heart. A person in uniform should instead remain silent and render the military salute. Veterans may choose either method. (4 USC Sec. 4).

### PUBLIC FORUM

*Members of the public are invited to address the Village Board regarding any topic of public concern. Those who wish to speak are asked to complete a written card to register with the clerk.*

### NEW BUSINESS

#### DPW: PUBLIC WORKS & SANITARY SEWER

*DPW Director Nate Wendelborn.*

1. Department Update  
[Kopplin Kinase Co. Inc.](#)  
[VN Master Services Newburg Task Order -](#)  
[MainStreetRecon ConstructionServices](#)  
[Main Street Bids](#)  
[BidResultsLetter](#)

3 - 25

### ANNOUNCEMENTS

Next BOT Meeting February 22, 2024

### CLOSED SESSION NOTICE

*This body may entertain a motion to adjourn into Closed Session pursuant to Sec. 19.85(1)(c), Wis. Stats., considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. The board may provide notice that it will adjourn from closed session without reconvening in open session.*

### ADJOURNMENT

Village of Newburg - 620 W Main St. PO Box 50, Newburg, WI 53060 - (262) 675-2160 - Clerk@village.newburg.wi.us



## Bid Bond



# Document A310™ – 2010

**CONTRACTOR:**

*(Name, legal status and address)*

KOPPLIN & KINAS CO., INC.  
W1266 Lawson Dr  
Green Lake, WI 54941

Bid Bond No. GR29978

**SURETY:**

*(Name, legal status and principal place of business)*

Granite Re, Inc.  
14001 Quailbrook Drive  
Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

*(Name, legal status and address)*

Village of Newburg  
620 W. Main St.  
Newburg, WI 53060

**BOND AMOUNT:** Five Percent of the Bid Amount (5.00% of Bid Amount)

**PROJECT:**

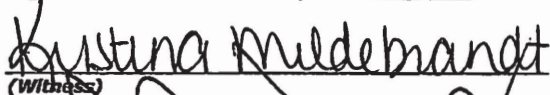
*(Name, location or address, and Project number, if any)*  
Main Street Reconstruction 2024

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of January, 2024

  
(Witness)

(Witness) Moll Hansen

KOPPLIN & KINAS CO., INC.  
(Principal)

(Title)  
Granite Re, Inc.  
(Surety)

(Title) Samuel Duchow, Attorney-in-Fact

(Seal)

(Seal)

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**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

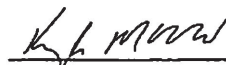
MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31<sup>st</sup> day of July, 2023.

STATE OF OKLAHOMA    )  
                                  ) SS:  
COUNTY OF OKLAHOMA )



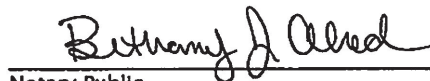
  
Kenneth D. Whittington, President

  
Kyle P. McDonald, Assistant Secretary

On this 31<sup>st</sup> day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:  
April 21, 2027  
Commission #: 11003620



  
Notary Public

**GRANITE RE, INC.**  
**Certificate**

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this  
22 day of January, 2024.



  
Kyle P. McDonald, Assistant Secretary





BIDDER:

Kopplin + Kinas Colne

DOCUMENT 00 41 10

**REVISED BID FORM**

MAIN STREET RECONSTRUCTION

PROJECT NO. 193805870

VILLAGE OF NEWBURG, WISCONSIN

2024

**OWNER AND BIDDER**

This Bid is submitted to:

Village of Newburg

City Hall

620 W Main St. PO Box 50

Newburg, WI 53060-0050

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents

**ATTACHMENTS TO THIS BID**

The following documents are to be submitted consistent with Section 00 21 13:

- A. Required Bid Security, as specified
- B. List of Proposed Subcontractors
- C. List of Proposed Suppliers
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data.

**TIME OF COMPLETION**

Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

Bidder accepts the provisions of the Agreement as to liquidated damages.

**BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

Bid Acceptance Period

- A. The Bid will remain subject to acceptance for 60 days after the Bid Opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security.

Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum Date

|          |
|----------|
| <u>1</u> |
| <u>2</u> |
|          |

|                  |
|------------------|
| <u>1/22/2024</u> |
| <u>1/26/2024</u> |
|                  |

Bidder's Acknowledgements

- A. Bidder understands that the law may require the Owner, or Engineer at the Owner's direction, to undertake an investigation and submit an evaluation concerning Bidder's responsiveness, responsibility, and qualifications before awarding a contract. Bidder hereby waives any and all claims, of whatever nature, against Owner, Engineer and their employees and agents, which arise out of or relate to such investigation and evaluation, and statements made as a result thereof, except for statements that can be shown by clear and convincing evidence to be intentionally false and made with actual malice. Nothing in this paragraph is intended to restrict Bidder's rights to challenge a contract pursuant to law.
- B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.
- C. Bidder will complete the Work in accordance with the Contract Documents for the price(s) included in the Bid.

## **BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

### **Bidder's Representations**

- A. In submitting this Bid, Bidder represents the following:
  - 1. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the Addenda.
  - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  - 6. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at, or contiguous to, the Site which may affect cost, progress, or performance of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
  - 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
  - 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
  - 11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

### **Bidder's Certifications**

- A. The Bidder certifies the following:
  - 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
  - 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
  - 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
  - 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
    - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

| No.              | Item                                          | Units | Qty   | Unit Price          | Total Price         |
|------------------|-----------------------------------------------|-------|-------|---------------------|---------------------|
| <b>BASE BID:</b> |                                               |       |       |                     |                     |
| 1                | MOBILIZATION                                  | LS    | 1     | \$ <u>14,450.00</u> | \$ <u>14,450.00</u> |
| 2                | TRAFFIC CONTROL                               | LS    | 1     | \$ <u>14,230.00</u> | \$ <u>14,230.00</u> |
| 3                | SILT FENCE                                    | LF    | 105   | \$ <u>5.18</u>      | \$ <u>543.90</u>    |
| 4                | INLET PROTECTION                              | EA    | 20    | \$ <u>92.12</u>     | \$ <u>1,842.40</u>  |
| 5                | EROSION MAT URBAN CLASS 1 TYPE B              | SY    | 175   | \$ <u>2.49</u>      | \$ <u>435.75</u>    |
| 6                | REMOVING CURB & GUTTER                        | LF    | 2980  | \$ <u>2.43</u>      | \$ <u>7,241.40</u>  |
| 7                | REMOVING CONCRETE SIDEWALK & DRIVEWAYS        | SY    | 2270  | \$ <u>4.59</u>      | \$ <u>10,419.30</u> |
| 8                | REMOVING ASPHALTIC SURFACE                    | SY    | 13343 | \$ <u>3.56</u>      | \$ <u>47,501.08</u> |
| 9                | REMOVING ASPHALTIC SURFACE MILLING (2" DEPTH) | SY    | 2950  | \$ <u>3.50</u>      | \$ <u>10,325.00</u> |
| 10               | REMOVING STORM SEWER (12" DIA.)               | LF    | 185   | \$ <u>10.25</u>     | \$ <u>1,896.25</u>  |
| 11               | REMOVING STORM SEWER (18" DIA.)               | LF    | 223   | \$ <u>15.40</u>     | \$ <u>3,434.20</u>  |
| 12               | REMOVING STORM SEWER (30" DIA.)               | LF    | 96    | \$ <u>25.65</u>     | \$ <u>2,462.40</u>  |
| 13               | REMOVING STORM SEWER (48" DIA.)               | LF    | 165   | \$ <u>10.25</u>     | \$ <u>1,691.25</u>  |
| 14               | REMOVING STORM MANHOLES                       | EA    | 2     | \$ <u>256.25</u>    | \$ <u>512.50</u>    |
| 15               | REMOVING CATCH BASINS                         | EA    | 6     | \$ <u>153.75</u>    | \$ <u>922.50</u>    |
| 16               | REMOVING INLETS                               | EA    | 1     | \$ <u>256.25</u>    | \$ <u>256.25</u>    |
| 17               | REMOVING STORM VAULT                          | EA    | 1     | \$ <u>2,562.00</u>  | \$ <u>2,562.00</u>  |
| 18               | TREE REMOVAL                                  | ID    | 24    | \$ <u>76.00</u>     | \$ <u>1,824.00</u>  |
| 19               | EXCAVATION COMMON                             | CY    | 3000  | \$ <u>19.86</u>     | \$ <u>59,580.00</u> |
| 20               | EXCAVATION BELOW SUBGRADE                     | CY    | 1700  | \$ <u>15.80</u>     | \$ <u>26,860.00</u> |



| No. | Item                                                     | Units | Qty   | Unit Price         | Total Price          |
|-----|----------------------------------------------------------|-------|-------|--------------------|----------------------|
| 21  | TOPSOIL                                                  | CY    | 320   | \$ <u>49.46</u>    | \$ <u>15,827.20</u>  |
| 22  | GEOTEXTILE TYPE SAS                                      | SY    | 2530  | \$ <u>2.12</u>     | \$ <u>5,363.60</u>   |
| 23  | GEOGRID TYPE SR                                          | SY    | 2530  | \$ <u>2.38</u>     | \$ <u>6,021.40</u>   |
| 24  | BASE AGGREGATE DENSE, 1 1/4 INCH                         | TON   | 6400  | \$ <u>18.89</u>    | \$ <u>120,896.00</u> |
| 25  | BREAKER RUN                                              | CY    | 1700  | \$ <u>39.72</u>    | \$ <u>67,524.00</u>  |
| 26  | TACK COAT                                                | GAL   | 615   | \$ <u>3.75</u>     | \$ <u>2,306.25</u>   |
| 27  | HMA PAVEMENT, 3 MT 58-28 S                               | TON   | 2300  | \$ <u>72.90</u>    | \$ <u>167,670.00</u> |
| 28  | HMA PAVEMENT, 4 MT 58-28 S                               | TON   | 1600  | \$ <u>76.30</u>    | \$ <u>122,080.00</u> |
| 29  | CURB RAMP DETECTABLE WARNING FIELD YELLOW                | SF    | 152   | \$ <u>31.00</u>    | \$ <u>4,712.00</u>   |
| 30  | CONCRETE SIDEWALK, 5-INCH                                | SF    | 24600 | \$ <u>6.10</u>     | \$ <u>150,060.00</u> |
| 31  | DRIVEWAY DRIVEWAY, 6-INCH                                | SY    | 490   | \$ <u>69.50</u>    | \$ <u>34,055.00</u>  |
| 32  | DRIVEWAY DRIVEWAY, 8-INCH                                | SY    | 243   | \$ <u>71.75</u>    | \$ <u>17,435.25</u>  |
| 33  | CONCRETE CURB & GUTTER                                   | LF    | 5470  | \$ <u>17.05</u>    | \$ <u>93,263.50</u>  |
| 34  | ADJUST SANITARY MANHOLE COVER                            | EA    | 8     | \$ <u>645.00</u>   | \$ <u>5,160.00</u>   |
| 35  | RECONSTRUCT SANITARY MANHOLE                             | EA    | 4     | \$ <u>1,730.00</u> | \$ <u>6,920.00</u>   |
| 36  | STORM SEWER PIPE, REINFORCED CONCRETE, CLASS V 12"       | LF    | 191   | \$ <u>416.15</u>   | \$ <u>8,814.65</u>   |
| 37  | STORM SEWER PIPE, REINFORCED CONCRETE, CLASS IV 18"      | LF    | 160   | \$ <u>53.40</u>    | \$ <u>8,544.00</u>   |
| 38  | STORM SEWER PIPE, REINFORCED CONCRETE, CLASS III 30"     | LF    | 66    | \$ <u>124.75</u>   | \$ <u>8,233.50</u>   |
| 39  | STORM SEWER PIPE, REINFORCED CONCRETE, CLASS III 36"     | LF    | 203   | \$ <u>149.00</u>   | \$ <u>30,247.00</u>  |
| 40  | STORM SEWER PIPE, REINFORCED CONCRETE, CLASS III 14"x23" | LF    | 78    | \$ <u>104.00</u>   | \$ <u>8,112.00</u>   |
| 41  | CATCH BASIN, 2'x3'                                       | EA    | 5     | \$ <u>2,410.00</u> | \$ <u>12,050.00</u>  |
| 42  | CATCH BASIN MANHOLE 4-FT DIAMETER                        | EA    | 5     | \$ <u>4,200.00</u> | \$ <u>21,000.00</u>  |
| 43  | CATCH BASIN MANHOLE 5-FT DIAMETER                        | EA    | 1     | \$ <u>5,325.00</u> | \$ <u>5,325.00</u>   |
| 44  | CATCH BASIN MANHOLE 6-FT DIAMETER                        | EA    | 2     | \$ <u>7,550.00</u> | \$ <u>15,100.00</u>  |
| 45  | STORM MANHOLE, 6-FT DIAMETER                             | EA    | 1     | \$ <u>8,475.00</u> | \$ <u>8,475.00</u>   |



| No.                   | Item                                             | Units | Qty | Unit Price         | Total Price            |
|-----------------------|--------------------------------------------------|-------|-----|--------------------|------------------------|
| 46                    | FLARED END SECTION, REINFORCED CONCRETE, 14"x23" | EA    | 1   | \$ <u>1,540.00</u> | \$ <u>1,540.00</u>     |
| 47                    | FLARED END SECTION, REINFORCED CONCRETE, 36"     | EA    | 1   | \$ <u>2,220.00</u> | \$ <u>2,220.00</u>     |
| 48                    | CONNECT TO EXISTING STORM SEWER                  | EA    | 3   | \$ <u>1,540.00</u> | \$ <u>4,620.00</u>     |
| 49                    | DRAIN TILE, PERFORATED HDPE, 4-INCH              | LF    | 420 | \$ <u>12.50</u>    | \$ <u>5,250.00</u>     |
| <b>TOTAL BASE BID</b> |                                                  |       |     |                    | \$ <u>1,167,815.53</u> |

**ALTERNATE 1 BID:**

|                              |                                                |    |      |                    |                      |
|------------------------------|------------------------------------------------|----|------|--------------------|----------------------|
| 50                           | CCTV - SANITARY SEWER MAIN, INITIAL            | LF | 2500 | \$ <u>1.10</u>     | \$ <u>2,750.00</u>   |
| 51                           | CCTV - SANITARY SEWER MAIN, POST               | LF | 2500 | \$ <u>1.10</u>     | \$ <u>2,750.00</u>   |
| 52                           | BYPASS PUMPING - SANITARY SEWER MAIN           | LS | 1    | \$ <u>9,765.00</u> | \$ <u>9,765.00</u>   |
| 53                           | CLEANING - SANITARY SEWER MAIN                 | LF | 2500 | \$ <u>3.70</u>     | \$ <u>9,250.00</u>   |
| 54                           | 8" SEWER SPOT REPAIR                           | LF | 150  | \$ <u>135.00</u>   | \$ <u>20,250.00</u>  |
| 55                           | 8" SEWER REHABILITATION, CIPP                  | LF | 2500 | \$ <u>40.50</u>    | \$ <u>101,250.00</u> |
| 56                           | LINE AND GROUT EXISTING SANITARY SEWER MANHOLE | EA | 14   | \$ <u>2,475.00</u> | \$ <u>34,650.00</u>  |
| 57                           | SANITARY LATERAL REINSTATEMENT AND GROUTING    | EA | 52   | \$ <u>310.00</u>   | \$ <u>16,120.00</u>  |
| <b>TOTAL ALTERNATE 1 BID</b> |                                                |    |      |                    | \$ <u>196,785.00</u> |

**ALTERNATE 2 BID:**

|                              |                                               |    |      |                |                     |
|------------------------------|-----------------------------------------------|----|------|----------------|---------------------|
| 58                           | CONCRETE BOULEVARD, 5-INCH - DOWNTOWN SECTION | SF | 9000 | \$ <u>6.10</u> | \$ <u>54,900.00</u> |
| <b>TOTAL ALTERNATE 2 BID</b> |                                               |    |      |                | \$ <u>54,900.00</u> |

**ALTERNATE 3 BID:**

|                              |                                                          |    |      |                 |                      |
|------------------------------|----------------------------------------------------------|----|------|-----------------|----------------------|
| 59                           | DECORATIVE CONCRETE BOULEVARD, 5-INCH - DOWNTOWN SECTION | SF | 9000 | \$ <u>12.70</u> | \$ <u>114,300.00</u> |
| <b>TOTAL ALTERNATE 3 BID</b> |                                                          |    |      |                 | \$ <u>114,300.00</u> |

| No.                          | Item                                                   | Units | Qty  | Unit Price      | Total Price         |
|------------------------------|--------------------------------------------------------|-------|------|-----------------|---------------------|
| <b>ALTERNATE 4 BID:</b>      |                                                        |       |      |                 |                     |
| 60                           | SEED, FERTILIZER, MULCH - DOWNTOWN SECTION             | SY    | 1200 | \$ <u>4.09</u>  | \$ <u>4,908.00</u>  |
| <b>TOTAL ALTERNATE 4 BID</b> |                                                        |       |      |                 | \$ <u>4,908.00</u>  |
| <b>ALTERNATE 5 BID:</b>      |                                                        |       |      |                 |                     |
| 61                           | SOD LAWN - DOWNTOWN SECTION                            | SY    | 1200 | \$ <u>11.18</u> | \$ <u>13,416.00</u> |
| <b>TOTAL ALTERNATE 5 BID</b> |                                                        |       |      |                 | \$ <u>13,416.00</u> |
| <b>ALTERNATE 6 BID:</b>      |                                                        |       |      |                 |                     |
| 62                           | SEED, FERTILIZER, MULCH - RESIDENTIAL SECTION          | SY    | 1650 | \$ <u>4.09</u>  | \$ <u>6,748.50</u>  |
| <b>TOTAL ALTERNATE 6 BID</b> |                                                        |       |      |                 | \$ <u>6,748.50</u>  |
| <b>ALTERNATE 7 BID:</b>      |                                                        |       |      |                 |                     |
| 63                           | SOD LAWN - RESIDENTIAL SECTION                         | SY    | 1650 | \$ <u>11.18</u> | \$ <u>18,447.00</u> |
| <b>TOTAL ALTERNATE 7 BID</b> |                                                        |       |      |                 | \$ <u>18,447.00</u> |
| <b>ALTERNATE 8 BID:</b>      |                                                        |       |      |                 |                     |
| 64                           | MARKING DIAGONAL PAINT, WHITE, 4-INCH                  | LF    | 341  | \$ <u>1.45</u>  | \$ <u>494.45</u>    |
| 65                           | MARKING LINE PAINT, YELLOW, 4-INCH                     | LF    | 5078 | \$ <u>1.45</u>  | \$ <u>7,363.10</u>  |
| 66                           | MARKING STOP LINE PAINT, WHITE, 18-INCH                | LF    | 103  | \$ <u>6.40</u>  | \$ <u>659.20</u>    |
| 67                           | MARKING CROSSWALK PAINT TRANSVERSE LINE, WHITE, 6-INCH | LF    | 501  | \$ <u>2.15</u>  | \$ <u>1,077.15</u>  |
| 68                           | MARKING PARKING STALL PAINT, WHITE                     | LF    | 1592 | \$ <u>1.45</u>  | \$ <u>2,308.40</u>  |
| 69                           | MARKING SYMBOL PAINT, WHITE                            | EA    | 3    | \$ <u>59.00</u> | \$ <u>177.00</u>    |
| <b>TOTAL ALTERNATE 8 BID</b> |                                                        |       |      |                 | \$ <u>12,079.30</u> |

| No.                   | Item                                                                   | Units | Qty | Unit Price         | Total Price        |
|-----------------------|------------------------------------------------------------------------|-------|-----|--------------------|--------------------|
| ALTERNATE 9 BID:      |                                                                        |       |     |                    |                    |
| 70                    | REMOVE AND REPLACE EXISTING CONCRETE BOLLARDS w/<br>REMOVABLE BOLLARDS | EA    | 6   | \$ <u>1,600.00</u> | \$ <u>9,600.00</u> |
| TOTAL ALTERNATE 9 BID |                                                                        |       |     |                    | \$ <u>9,600.00</u> |

The following documents are attached to and made a condition of this Bid:

Required Bid Security in the form of 5 percent.

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on January 29, 2024.

If Bidder Is:

A Corporation

Corporation Name: Kopplin+Kinas Co., Inc (SEAL)

State of Incorporation: WI

Type (General Business, Professional, Service, Limited Liability): General

By: Michael Myers  
(Signature)

Name (typed or printed): Michael Myers

Title: V. President

Attest Letty Kinas (CORPORATE SEAL)  
(Signature of Corporate Secretary)

Business Street Address (No P.O. Box #'s):

W1266 N Lawson Dr Green Lake, WI 54941

Phone No.: 920-294-6451 Fax No.: 920-294-6489  
Email: office@kkci.us or mike@kkci.us



An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(Individual's signature)

Doing business as: \_\_\_\_\_

Business Street Address (No P.O. Box #'s):

\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of general partner)

Name (typed or printed): \_\_\_\_\_

Business Street Address (No P.O. Box #'s):

\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

A Joint Venture

Joint Venture Name: \_\_\_\_\_(SEAL)

By: \_\_\_\_\_  
(Signature of joint venture partner)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Joint Venturer Name: \_\_\_\_\_(SEAL)

By: \_\_\_\_\_  
(Signature)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business Street Address (No P.O. Box #'s):

\_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Phone and Fax Number, and Address for receipt of official communications:

\_\_\_\_\_

\_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

END OF DOCUMENT



## MASTER SERVICES AGREEMENT TASK ORDER

Attached to and forming part of the MASTER SERVICES AGREEMENT

BETWEEN:

**VILLAGE OF NEWBURG, WI**

(hereinafter called the "CLIENT")

- and -

**STANTEC CONSULTING SERVICES INC.**

(hereinafter called "STANTEC")

EFFECTIVE: February 5<sup>th</sup>, 2024

This TASK ORDER is issued under the **MASTER SERVICES AGREEMENT** (dated March 6, 2020) between STANTEC CONSULTING SERVICES INC. ("STANTEC") and VILLAGE OF NEWBURG, WI ("CLIENT") for Services to be provided by STANTEC on the MAIN STREET RECONSTRUCTION – CONSTRUCTION SERVICES ("Project"), as more fully described below. This Task Order is incorporated into and part of the Master Services Agreement.

The CLIENT's representative shall be: Nate Wendelborn  
Administrator / DPW Director

**SERVICES:** STANTEC shall perform the following SERVICES:

**Project Scope:**

- Pre-Construction
  - Stantec will prepare a pre-construction meeting agenda and schedule for pre-construction meeting.
  - Stantec will prepare a contractor submittals/shop drawing schedule and coordinate tracking methods with Contractor.
  - Stantec will coordinate an on-site pre-construction meeting, reviewing project requirements, goals, and expectations.
  - Stantec will compile meeting minutes, documenting proposed construction methods, schedule, and communication requirements.
- Construction Staking and As-built Drawings
  - Site Control/Orientation
    - Establish/verify horizontal control points and benchmarks necessary for construction layout and machine control site orientation.
  - Silt Fence/Clearing Limits
    - Stake silt fence and or clearing limits at 50' intervals.
  - Grading
    - Bluetop stake base course at a 50' grid in all areas not otherwise controlled by nearby curb, sidewalk etc.
  - Storm Sewer
    - Stake offsets to all catch basins, manholes, culvert ends, and inlet/outlet structures.
  - Curb and Gutter
    - Stake offsets to top-back of curb at 25' intervals.
    - Stake radius points where radius is 30' or less.
  - Sidewalk
    - Stake offsets at 25' intervals to edge of sidewalk in areas where it is not controlled by curb/buildings.
  - Stantec will provide electronic and physical copies of as-built documents to the Client, upon completion.
- Construction Observation / Documentation

- Stantec will provide daily full-time observation and documentation of construction progress, quantities, installation practices, and materials (estimate provided is anticipated to cover up to 100 working days).
  - Stantec will continually manage project coordination with Contractor, Village staff, material testing agencies, and impacted residents/business owners.
  - Stantec will develop a final punch list and follow-up with Contractor for final completion of contracted work.
- Construction Administration
  - Stantec will review and provide formal written recommendations on all Contractor submitted pay requests, change orders, scheduling, shop drawings and Contractor submittals on behalf of the City.
  - Stantec will provide on-going scheduling updates to all parties.
  - Stantec will assist the Village with providing affected residents/business owners with project update reports.
  - Stantec will hold weekly progress meetings on site with virtual attendance options made available for staff.
  - Stantec will manage coordination and completion of project closeout documents and final payment.

(hereinafter called the "SERVICES")

**Assumptions and Exclusions:**

- Design changes requested by the Village will be considered additional services and be subject to additional fees paid to Stantec.
- Expansion of current project extents, requiring additional survey work will be considered additional services and be subject to additional fees paid to Stantec.
- Task budgets are estimates and we reserve the right to reallocate budget between tasks but will not exceed the total contract without approval.
- Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third-party charges will be charged as invoiced to Stantec with a 10 percent markup.
- Stantec will not enter any form of litigation regarding the services performed in the tasks defined by this proposal.
- Stantec not responsible for any costs incurred due to schedule delays beyond our control (e.g. weather, client-induced delays, non-performance of other contractors, etc.)

|                        |                                                                                                                                                                                                   |                                                                                                          |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| <b>CONTRACT TIME:</b>  | Commencement Date:                                                                                                                                                                                | Upon Client notification of Task Order signature (estimated to be February 5 <sup>th</sup> , 2024).      |
|                        | Estimated Completion Date:                                                                                                                                                                        | November 30 <sup>th</sup> , 2024 (estimated completion of final closeout documentation and pay requests) |
| <b>CONTRACT PRICE:</b> | Subject to the terms below, CLIENT will compensate STANTEC as follows:<br><br><b>\$184,000 on a Time &amp; Materials Basis.</b> Not to be exceeded without written authorization from the CLIENT. |                                                                                                          |

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees and to the FRD.

Project specific subconsultant, contractor, lab, or other similar third-party charges will be charged as invoiced to STANTEC with no markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the SERVICES or services conditions change, STANTEC shall submit to the CLIENT in a timely manner, documentation of the revisions to this Task Order adjusting the Contract Services Time and Price as required.

**ADDITIONAL  
CONDITIONS:**

The following additional conditions shall be read in conjunction with and constitute part of this Task Order:

Master Services Agreement dated March 6, 2020, between Stantec and the Village of Newburg, WI.

**ADDITIONAL  
ATTACHMENTS:**

The following additional attachments shall be read in conjunction with and constitute part of this Task Order:

n/a

**INSURANCE  
REQUIREMENTS:**

Before any services are provided under this agreement, STANTEC shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

**General Liability:** Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate.

**Automobile Liability:** Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.

**Professional Liability:** Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by STANTEC in the amount of \$1,000,000 per claim and in the aggregate.

**Workers' Compensation:** As prescribed by applicable law.

**Certificates:** Upon request, STANTEC shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.

**VILLAGE OF NEWBURG, WISCONSIN****STANTEC CONSULTING SERVICES, INC.**

Nate Wendelborn  
Administrator / DPW Director

Christian Moring, PE  
Village Engineer

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature







**Stantec Consulting Services Inc.**  
209 Commerce Parkway, PO Box 128, Cottage Grove, WI 53527-8955

January 30, 2024

Village Administrator and Trustee Members  
Village of Newburg, WI  
620 W. Main Street, PO Box 50  
Newburg, WI 53060-0050

Re: Main Street Reconstruction - 2024  
Stantec Project No. 193805780  
**Bid Results**

Dear Administrator and Trustees:

Bids were opened for the Project stated above on January 29, 2024. Transmitted herewith is a copy of the Bid Tabulation for your information and file. Copies will also be distributed to each Bidder.

There was a total of 7 Bids. The following summarizes the results of the lowest 3 Bids received in order of lowest to highest according to the total base bid:

|     | <u><b>Contractor</b></u>    | <u><b>Total Base Bid</b></u> |
|-----|-----------------------------|------------------------------|
| Low | Kopplin & Kinas Co., Inc.   | \$1,167,815.53               |
| #2  | Musson Bros, Inc.           | \$1,206,388.47               |
| #3  | Vinton Construction Company | \$1,227,147.00               |

The Project Bid Schedule included several Bid Alternates as well. Those totals can be referenced in the attached Bid Tabulation.

These Bids have been reviewed and found to be in order.

The Low Bidder for purposes of award shall be the conforming responsible bidder offering the low aggregate amount for the Base Bid, plus those Alternate Bid items providing the most features of the work within the funds determined by the Village to be available before bids are opened. After determination of the low bidder as stated, **award in the best interests of the Village may be made on the selected Base Bid and any combination of Alternate Bid items for which funds are determined to be available at the time of the award, provided that award on such combination of bid items does not exceed the amount offered by any other conforming responsible bidder for the same combination of bid items.**

When reviewing the bid prices of the base bid and potential combinations of alternate bid items, the Village should also take into consideration the estimated pricing from WE-Energies to perform the lighting upgrades/updates for the options stated below:

- Upgrading existing project lighting not that is not already LED, to LED: \$2,500
- Adding additional lighting to 5 existing utility poles along Main Street, for additional lighting: \$xxxxx
- Replacing the existing overhead lighting throughout the project area with ornamental lighting in adjacent locations, removing the overhanging lighting currently on the utility poles: Est. \$120,000

As there are numerous potential combinations to digest, Nate Wendelborn and I have met and discussed the available budget, impacts on bonding, resident and business owner ambitions and the ambitions of the Village Board.

To simplify the analysis of available bid alternate combinations, I have summarized the “low end option” and “high end option” for the project below.

Low End Option: Includes Base Project plus Bid Alternates 4 & 6.

High End Option: Includes Base Project plus Bid Alternates 1, 3, 7, 8 & 9.

**Alternate Bid 1** – Perform sanitary sewer rehabilitation work withing Main Street. See the Plans for the alternate bid 1 location and quantities.

**Alternate Bid 2** – Construction of concrete boulevards within the Downtown Section of Main Street. See the Plans for the alternate bid 2 location and quantities.

**Alternate Bid 3** – Construction of decorative concrete boulevards within the Downtown Section of Main Street. See the Plans for the alternate bid 3 location and quantities.

**Alternate Bid 4** – Construction of seeded turf boulevards within the Downtown Section of Main Street. See the Plans for the alternate bid 4 location and quantities.

**Alternate Bid 5** – Construction of sodded turf boulevards within the Downtown Section of Main Street. See the Plans for the alternate bid 5 location and quantities.

**Alternate Bid 6** – Construction of seeded turf terraces within the Residential Section of Main Street. See the Plans for the alternate bid 6 location and quantities.

**Alternate Bid 7** – Construction of sodded turf terraces within the Residential Section of Main Street. See the Plans for the alternate bid 7 location and quantities.

**Alternate Bid 8** – Installation of all pavement markings within the project limits. See the Plans for the alternate bid 8 location and quantities.

**Alternate Bid 9** – Removal of existing concrete bollards and installation of removable bollards.

**It is our recommendation to award the Project utilizing the Base Bid Price Plus Alternatives 1, 3, 7, 8 & 9 at a total bid price of \$1,519,026.83, to Kopplin & Kinnas Co., Inc.**

Kopplin & Kinnas Co., Inc. have provided the following requested items for review.

- Proof of bidder's authority to do business in Wisconsin
- List of proposed subcontractors & Suppliers
- Required Bidder's Qualification Statement with supporting data

Stantec has reviewed these documents and approve of the submitted items.



Reference: Main Street Reconstruction – 2024 – Bid Results

January 30<sup>th</sup>, 2024  
Page 2 of 2

I have also provided our proposal for construction services, attached. The total estimated cost for those services is \$184,000, on a Time and Materials Basis. These costs, along with the estimated costs for the potential WE-Energies work should be included in the evaluation of total project costs.

Should the Village wish to move forward with construction of the project, we will require a signed copy of the task order attached, to begin the next phase of services for the project.

If the Village Board wishes to discuss or has any questions regarding other potential combination of alternates for award, please do not hesitate to contact me at 262-665-3012 or christian.moring@stantec.com.

Sincerely,  
**STANTEC CONSULTING SERVICES INC.**

A handwritten signature in blue ink, appearing to read "Christian Moring".

Christian Moring, PE  
Village Engineer

Attached: Bid Tabulation