

wn of Lawrence, Regular Town Board Meeting
Town Hall 2400 Shady Court, De Pere WI 54115

Monday, August 5, 2024, at 6:00 P.M.

***Note New Start Time**

Discussion and Action on the following:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approve Agenda
5. Public Comments upon matters not on agenda or other announcements.
6. Consider minutes of July 8, 2024, Town Board Meeting
7. Consideration of payment of due invoices
8. Consideration of Liquor License Application for the Remainder of the July 1, 2024 – June 30, 2025 License Year – Mexico Lindo/Agent, Amber Barajas Farias at 1700 Sand Acres Drive
9. Consideration of Pay Request #4 Little Rapids Subdivision – Calnin & Goss - \$127,577.86
10. Consideration of Pay Request #3 Mid Valley Drive Utility Relocation – PTS Contractors - \$352,211.51
11. Consideration of Change Order #10 – 2023 Water & Sewer Construction – Superior Sewer & Water – Add: \$43,663.20 for additional pipe bedding necessary for Mid Valley Drive deep sewer pipe
12. Consideration of Change Order #11 – 2023 Water & Sewer Construction – Superior Sewer & Water – Add: \$20,263.38 for additional requested paving and related work along Mid Valley Drive
13. Consideration of Pay Request #9 – 2023 Water & Sewer Construction – Superior S&W - \$306,197.00
14. Consideration of Change Order #3 – Mid Valley Drive Utility Relocation Project – PTS Contractors – Tigerwood Trail/Beck Way
15. Consideration of Change Order #4 – Mid Valley Drive Utility Relocation Project - PTS Contractors – Torchwood Trail
16. Consideration of Estimate for Curb & Inlet Repair-Wizard Way and Cider Drive – Wiedner Concrete
17. Discussion on Proposed Police Department Personnel/Pay Scale Adjustments – Chief Renkas
18. Consideration of Resolution 2024-011 Approving the Tenth Amendment to Central Brown County Water Authority Water Purchase and Sale Contract
19. Consideration of Resolution 2024-012 – Adopting the 2024 Comprehensive Plan Update
20. Consideration of Quotes for Utility Truck Body for Silverado – Truck Equipment
21. Update on PSC Water Rate Case and Study –New Town of Lawrence Water Rates Effective 8/1/2024
22. Administrator/Staff Reports
23. Future Agenda Items
24. Adjourn

Patrick Wetzel for Dr. Lanny J. Tibaldo

Posted at the following on August 2, 2024,

Town Hall, 2400 Shady Ct; Posted to the Town Website;

Notice to News Media

NOTE: Any person wishing to attend this meeting who, because of disability requires special accommodations, should contact Town Clerk-Treasurer Cindy Kocken, at 920-347-3719 at least 2 business days in advance so that arrangements can be made.

Town of Lawrence
Proceedings of the Regular Town Board Meeting
Town Hall, 2400 Shady Court, De Pere WI
Monday, July 22, 2024

1. Call to Order

The meeting was called to order by Chairman Tibaldo at 6:01 p.m.

2. Roll Call

Present In-Person

Chairman: Dr. Lanny Tibaldo

Supervisors: Kevin Brienen, Kari Vannieuwenhoven, Bill Bain, Lori Frigo

Others in Attendance: Patrick Wetzel, Administrator; Cindy Kocken, Clerk-Treasurer; Scott Beining, Building Inspector/Zoning Administrator; Kurt Minten, Public Works Director; Assistant Fire Chief, Bryan Vander Bloomen

3. Pledge of Allegiance

4. Approve Agenda

Supervisor Brienen made the motion to approve the agenda as presented. Supervisor Frigo seconded the motion. The motion carried unanimously.

5. Public Comments upon matters not on agenda or other announcements:

Tom Perock, 1521 Sand Acres Drive-Commented on the DOT's proposal to install a soundwall with the Highway 41 project. Mr. Perock is seeking support from the Town regarding the placement of this wall, and commented on how it may negatively affect his property as proposed.

6. Consider minutes of the July 8, 2024, Town Board Meetings:

Supervisor Bain made the motion to approve the July 8, 2024, Town Board meeting minutes as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

7. Consideration of payment of due invoices:

Supervisor Bain made the motion to approve the due invoices as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

8. Public Hearing: Request for a Conditional Use Permit for Cellular Tower at 1580 Mid Valley Drive, Parcel L-227-A by LCC Telecom Services:

Scott Beining provided background information on this request for a conditional use permit for a cellular tower at 1580 Mid Valley Drive by LCC Telecom Services. Mike Bieniek from LCC Telecom Services spoke on behalf of his request for a conditional use permit.

Supervisor Brienen made the motion to open the public hearing at 6:26pm. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

Comments received from:

Tom Perock, 1521 Sand Acres Drive

Chairman Tibaldo asked if there are any other comments. None heard.

Supervisor Brienen made the motion to close the public hearing at 6:35pm. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

9. Consideration of Conditional Use Permit for Cellular Tower at 1580 Mid Valley Drive, Parcel L-227-A by LCC Telecom Services:

Supervisor Bain made the motion to approve Conditional Use Permit for Cellular Tower at 1580 Mid Valley Drive, Parcel L-227-A by LCC Telecom Services as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

10. **Public Hearing: Conditional Use Permit for outdoor sports & recreation fields at 2240 Lawrence Parkway, Parcel L-2278, Northeast Wisconsin Rugby Foundation:**

Scott Beining provided background information. Matt Goetsch, representative from Northeast Wisconsin Rugby Foundation spoke on behalf of his request for a conditional use permit for outdoor sports & recreation fields at 2240 Lawrence Parkway.

Supervisor Brienen made the motion to open the public hearing at 6:42pm. Supervisor Bain seconded the motion. The motion carried unanimously.

Comments received from:
David Duquaine, 2389 Little Rapids Rd
Chairman Tibaldo asked if there are any other questions. None heard.

Supervisor Brienen made the motion to close the public hearing at 6:51pm. Supervisor Frigo seconded the motion. The motion carried unanimously.
11. **Consideration of Conditional Use Permit for outdoor sports & recreation fields at 2240 Lawrence Parkway, Parcel L-2278, Northeast Wisconsin Rugby Foundation:**

Supervisor Bain made a motion to approve Conditional Use Permit for outdoor sports & recreation fields at 2240 Lawrence Parkway, Parcel L-2278, Northeast Wisconsin Rugby Foundation including conditions as presented. Supervisor Brienen seconded the motion. The motion carried unanimously.
12. **Review of Recommendations and Reports from Planning & Zoning Board**
 - a. Consideration of Site Plan Review for building and outdoor sports & recreation fields at 2240 Lawrence Parkway, Parcel L-2278, Northeast Wisconsin Rugby Association:

Supervisor Frigo made the motion to approve the site plan for building and outdoor sports & recreation fields at 2240 Lawrence Parkway, parcel L-2278 for Northeast Wisconsin Rugby Association as presented. Supervisor Brienen seconded the motion. The motion carried unanimously.
 - b. Consideration of Sign Review for Tru-Power Electrical Solutions at 3415 French Road, Parcel L-78-1 by Covenant Signs & Graphics:

Supervisor Bain made the motion to approve the sign for Tru-Power Electrical Solutions at 3415 French Road, parcel L-78-1 by Covenant Signs & Graphics as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.
 - c. Consideration of Site Plan Review for Deleers Construction L-275-3-1 Nimitz Drive by Martenson and Eisele:

Supervisor Vannieuwenhoven made the motion to approve the site plan for DeLeers Construction on parcel L-275-3-1 Nimitz Drive by Martenson and Eisele as presented. Supervisor Frigo seconded the motion. The motion carried unanimously.
 - d. Consideration of Draft 2024 Comprehensive Plan Update – Resolution Considering Approval:

Administrator Wetzel gave an update regarding the draft 2024 Comprehensive Plan update. The Comprehensive Plan Advisory Committee approved the draft 2024 Comprehensive Plan on February 28, 2024, sending the plan to the Planning & Zoning Board to be reviewed. After thorough review, the Planning & Zoning Board recommended approving the plan on July 10, 2024 and sending it to the Town Board for final review.
13. **Consideration of Acknowledge the Non-Renewal of Liquor License – LegitMoney LLC, DBA Sgambati’s New York Pizza:**

Supervisor Brienen made the motion to acknowledge the non-renewal of Liquor License for LegitMoney LLC, DBA Sgambati’s New York Pizza. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.
14. **Update on Upcoming Infrastructure Projects – Torchwood Extension & Beck Way/Tigerwood Extension:**

Administrator Wetzel gave an update on the intention to install water, sanitary sewer and storm sewer for the Torchwood extension and the Beck Way/Tigerwood extension.

15. **Update on PSC Water Rate Case Application – Public Hearing Held by PSC on July 18th:**
Administrator Wetzel updated the Board on the current PSC Water Rate Case Study and proposed new Town of Lawrence water rates. The PSC held a public hearing on July 18th to collect public comments and will continue to collect comments through July 22nd.
16. **Administrator/Staff Reports**
Staff reports were given.
17. **Future Agenda Items:**
 - a. Consideration of Draft 2024 Comprehensive Plan update.
 - b. Update on PSC Water Rate Case Application
18. **Closed Session:** Supervisor Brienen made the motion to move into closed session at 7:37pm Pursuant to Ch. 19.85(1)(e) Deliberation or negotiation for the purchase of public properties, the investment of public funds, or the conduct of other specific public business, whenever competitive or bargaining reasons require a closed session (*re: emergency services agreement updates and Town Land Sales/TIF Development negotiations*). Supervisor Vannieuwenhoven seconded the motion. Roll call vote: Supervisor Brienen, aye;, Supervisor Frigo, aye; Supervisor Vannieuwenhoven, aye; Supervisor Bain, aye; Chairman Tibaldo, aye. The motion carried unanimously.
19. **Return to Regular Open Session for possible action pursuant to Ch. 19.85 (2) of Wisconsin Stats:**
Supervisor Frigo made the motion to return to regular open session for possible action pursuant to Ch. 19.85 (2) of Wisconsin. Supervisor Vannieuwenhoven seconded the motion. Roll call vote: Supervisor Brienen, aye; Supervisor Frigo, aye; Supervisor Vannieuwenhoven, aye; Supervisor Bain, aye; Chairman Tibaldo, aye. The motion carried unanimously.
20. **Adjourn:**
Supervisor Frigo made the motion at 7:55pm to adjourn the meeting. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

Respectfully submitted by,
Cindy Kocken, Clerk-Treasurer

Report Criteria:

- Detail report.
- Invoices with totals above \$.00 included.
- Paid and unpaid invoices included.

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Voided |
|--|-----------------------------------|----------------|---------------------------------|--------------|--------------------|-------------|-----------|--------|
| AIT Business Technologies, LLC | | | | | | | | |
| 869 | AIT Business Technologies, LLC | 52068 | IT Services | 06/30/2024 | 138.75 | .00 | | |
| 869 | AIT Business Technologies, LLC | 53141 | Microsoft Office-Anti Virus | 08/01/2024 | 405.00 | .00 | | |
| 869 | AIT Business Technologies, LLC | 53142 | Server Backup | 08/01/2024 | 199.99 | .00 | | |
| 869 | AIT Business Technologies, LLC | 53143 | IT Services | 08/01/2024 | 629.99 | .00 | | |
| 869 | AIT Business Technologies, LLC | 53144 | Water Telephone | 08/01/2024 | 75.00 | .00 | | |
| 869 | AIT Business Technologies, LLC | 53144 | Sewer Telephone | 08/01/2024 | 75.00 | .00 | | |
| 869 | AIT Business Technologies, LLC | 53144 | Telephone Service | 08/01/2024 | 150.00 | .00 | | |
| Total AIT Business Technologies, LLC: | | | | | 1,673.73 | .00 | | |
| Alpha Hydraulics LLC | | | | | | | | |
| 19 | Alpha Hydraulics LLC | 19960 | Snow Plow Repair | 07/31/2024 | 532.79 | .00 | | |
| Total Alpha Hydraulics LLC: | | | | | 532.79 | .00 | | |
| Associated Appraisal Consultants, Inc | | | | | | | | |
| 31 | Associated Appraisal Consultants, | 175614 | Town Assessor | 08/01/2024 | 1,460.19 | .00 | | |
| Total Associated Appraisal Consultants, Inc: | | | | | 1,460.19 | .00 | | |
| Aurora Health Care | | | | | | | | |
| 36 | Aurora Health Care | 1446574 | CDL Drug Testing Fee - SWF | 07/14/2024 | 13.00 | .00 | | |
| 36 | Aurora Health Care | 1446574 | CDL Drug Testing Fee - WF | 07/14/2024 | 13.00 | .00 | | |
| 36 | Aurora Health Care | 1446574 | CDL Drug Testing Fee - GF | 07/14/2024 | 13.00 | .00 | | |
| 36 | Aurora Health Care | 1446574 | CDL Drug Testing Fee - SF | 07/14/2024 | 13.00 | .00 | | |
| Total Aurora Health Care: | | | | | 52.00 | .00 | | |
| Badger Meter, Inc | | | | | | | | |
| 37 | Badger Meter, Inc | 80167580 | Services | 07/30/2024 | 535.50 | .00 | | |
| Total Badger Meter, Inc: | | | | | 535.50 | .00 | | |
| Barrier Security Systems | | | | | | | | |
| 916 | Barrier Security Systems | 8690 | Quarry Park Camera Upgrade - Fi | 06/17/2024 | 2,846.50 | .00 | | |
| Total Barrier Security Systems: | | | | | 2,846.50 | .00 | | |
| BE's Refreshments Inc. | | | | | | | | |
| 1157 | BE's Refreshments Inc. | 91394896 | Water Town Hall | 07/01/2024 | 27.00 | .00 | | |
| 1157 | BE's Refreshments Inc. | 91402878 | Water Town Hall | 07/31/2024 | 35.00 | .00 | | |
| Total BE's Refreshments Inc.: | | | | | 62.00 | .00 | | |
| Central Brown County Water Authority | | | | | | | | |
| 93 | Central Brown County Water Auth | 063024 | New Water Meter Connections Ja | 08/01/2024 | 9,172.00 | .00 | | |
| Total Central Brown County Water Authority: | | | | | 9,172.00 | .00 | | |
| Clean Water Testing LLC | | | | | | | | |
| 102 | Clean Water Testing LLC | 9009132149 | Water Testing | 07/23/2024 | 32.00 | .00 | | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Voided |
|--|---------------------------------|----------------|-------------------------------------|--------------|--------------------|-------------|-----------|--------|
| Total Clean Water Testing LLC: | | | | | 32.00 | .00 | | |
| Clifton Larson Allen LLP | | | | | | | | |
| 887 | Clifton Larson Allen LLP | L241472936 | Auditing | 07/29/2024 | 420.00 | .00 | | |
| 887 | Clifton Larson Allen LLP | L241472936 | Auditing | 07/29/2024 | 420.00 | .00 | | |
| 887 | Clifton Larson Allen LLP | L241472936 | Auditing | 07/29/2024 | 840.00 | .00 | | |
| Total Clifton Larson Allen LLP: | | | | | 1,680.00 | .00 | | |
| Core & Main LP | | | | | | | | |
| 200 | Core & Main LP | V218506 | Water & Sewer Extension Supplie | 07/15/2024 | 4,096.40 | .00 | | |
| 200 | Core & Main LP | V243066 | Water & Sewer Extension Supplie | 07/15/2024 | 408.00 | .00 | | |
| 200 | Core & Main LP | V255173 | Water & Sewer Extension Supplie | 07/16/2024 | 318.00 | .00 | | |
| 200 | Core & Main LP | V270578 | Mid Valley Relocation-Valve Failur | 07/18/2024 | 819.00 | .00 | | |
| 200 | Core & Main LP | V293769 | Water & Sewer Extension Supplie | 07/23/2024 | 914.60 | .00 | | |
| Total Core & Main LP: | | | | | 6,556.00 | .00 | | |
| Country Visions Cooperative | | | | | | | | |
| 106 | Country Visions Cooperative | 2496 | Park Supplies | 07/18/2024 | 205.00 | .00 | | |
| 106 | Country Visions Cooperative | 3169 | Park Supplies | 07/23/2024 | 29.98 | .00 | | |
| 106 | Country Visions Cooperative | 3362 | Ditch Mower Fuel | 07/24/2024 | 120.55 | .00 | | |
| Total Country Visions Cooperative: | | | | | 355.53 | .00 | | |
| Derouin, William | | | | | | | | |
| 468 | Derouin, William | 072424 | Tractor & Spreader Rental | 07/24/2024 | 700.00 | .00 | | |
| Total Derouin, William: | | | | | 700.00 | .00 | | |
| Diggers Hotline | | | | | | | | |
| 125 | Diggers Hotline | 240 7 19551 | SF-Locate Service | 07/31/2024 | 148.77 | .00 | | |
| 125 | Diggers Hotline | 240 7 19551 | WF-Locate Service | 07/31/2024 | 148.77 | .00 | | |
| Total Diggers Hotline: | | | | | 297.54 | .00 | | |
| Ewald Automotive Group LLC | | | | | | | | |
| 586 | Ewald Automotive Group LLC | 47458 | Silverado - Building Inspector | 06/19/2024 | 45,100.50 | .00 | | |
| Total Ewald Automotive Group LLC: | | | | | 45,100.50 | .00 | | |
| Fameree Consulting & Inspection | | | | | | | | |
| 154 | Fameree Consulting & Inspection | 1104 | Electrical Inspection-Elite Group | 07/09/2024 | 129.52 | .00 | | |
| 154 | Fameree Consulting & Inspection | 32758 | Electrical Inspection-2818 Mid Vall | 07/19/2024 | 242.29 | .00 | | |
| 154 | Fameree Consulting & Inspection | 32761 | Electrical Inspection-Seaway Print | 07/29/2024 | 244.30 | .00 | | |
| Total Fameree Consulting & Inspection: | | | | | 616.11 | .00 | | |
| Fisher Concrete Sawing, Inc | | | | | | | | |
| 972 | Fisher Concrete Sawing, Inc | I2024-07-29 | Quarry Park Pickleball Seeding | 07/25/2024 | 600.00 | .00 | | |
| Total Fisher Concrete Sawing, Inc: | | | | | 600.00 | .00 | | |
| GFL Environmental | | | | | | | | |
| 1015 | GFL Environmental | U60000224578 | Trash Pick Up | 07/19/2024 | 16,977.60 | .00 | | |
| 1015 | GFL Environmental | U60000224578 | Recycling Pick Up | 07/19/2024 | 10,827.05 | .00 | | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Voided |
|---------------------------------|--------------------------|----------------|------------------------------|--------------|--------------------|-------------|-----------|--------|
| Total GFL Environmental: | | | | | 27,804.65 | .00 | | |
| Great Lakes TV-Seal Inc | | | | | | | | |
| 190 | Great Lakes TV-Seal Inc | 22840 | Sanitary Sewer Sealing | 07/18/2024 | 4,299.95 | .00 | | |
| Total Great Lakes TV-Seal Inc: | | | | | 4,299.95 | .00 | | |
| IIMC | | | | | | | | |
| 845 | IIMC | 14438-2025 | Dues | 07/09/2024 | 185.00 | .00 | | |
| Total IIMC: | | | | | 185.00 | .00 | | |
| Kodiak Excavating Inc | | | | | | | | |
| 254 | Kodiak Excavating Inc | 3498 | Yard Waste Disposal | 07/16/2024 | 370.00 | .00 | | |
| 254 | Kodiak Excavating Inc | 3499 | Yard Waste Disposal | 07/19/2024 | 247.50 | .00 | | |
| 254 | Kodiak Excavating Inc | 3501 | Culvers for Bain Brook | 07/24/2024 | 13,200.00 | .00 | | |
| Total Kodiak Excavating Inc: | | | | | 13,817.50 | .00 | | |
| Kundinger, Inc | | | | | | | | |
| 883 | Kundinger, Inc | 50801800 | Street Maint. | 07/17/2024 | 6.12 | .00 | | |
| Total Kundinger, Inc: | | | | | 6.12 | .00 | | |
| McMahon Associates, Inc. | | | | | | | | |
| 285 | McMahon Associates, Inc. | 00934759 | GIS- WF | 04/25/2024 | 172.50 | .00 | | |
| 285 | McMahon Associates, Inc. | 00934759 | GIS-SF | 04/25/2024 | 172.50 | .00 | | |
| 285 | McMahon Associates, Inc. | 00934759 | GIS-SWF | 04/25/2024 | 172.50 | .00 | | |
| 285 | McMahon Associates, Inc. | 00934759 | GIS - GF | 04/25/2024 | 172.50 | .00 | | |
| 285 | McMahon Associates, Inc. | 00935433 | Pond Services | 06/26/2024 | 3,076.20 | .00 | | |
| 285 | McMahon Associates, Inc. | 00935716 | Storm Pond Services | 07/23/2024 | 17,471.75 | .00 | | |
| 285 | McMahon Associates, Inc. | 00935756 | Orange Ln Utility Relocate | 07/24/2024 | 26,294.97 | .00 | | |
| 285 | McMahon Associates, Inc. | 00935757 | Packerland Water & Sewer | 07/24/2024 | 1,091.40 | .00 | | |
| 285 | McMahon Associates, Inc. | 00935758 | LOMR-F - American | 07/24/2024 | 1,574.15 | .00 | | |
| 285 | McMahon Associates, Inc. | 00935759 | Little Rapids Subdivision | 07/24/2024 | 31,373.93 | .00 | | |
| 285 | McMahon Associates, Inc. | 00935760 | Mid Valley Utilities - TID 3 | 07/24/2024 | 25,665.34 | .00 | | |
| Total McMahon Associates, Inc.: | | | | | 107,237.74 | .00 | | |
| Menards Inc | | | | | | | | |
| 286 | Menards Inc | 34003-2 | Park | 07/11/2024 | 30.00 | .00 | | |
| 286 | Menards Inc | 34500 | Building Inspector Supplies | 07/22/2024 | 37.96 | .00 | | |
| 286 | Menards Inc | 34663 | Park | 07/25/2024 | 28.80 | .00 | | |
| Total Menards Inc: | | | | | 96.76 | .00 | | |
| Midwest Meters Inc. | | | | | | | | |
| 295 | Midwest Meters Inc. | 0169147-IN | New Meters | 07/19/2024 | 15,120.00 | .00 | | |
| Total Midwest Meters Inc.: | | | | | 15,120.00 | .00 | | |
| Northeast Asphalt Inc. | | | | | | | | |
| 311 | Northeast Asphalt Inc. | 30-00008117 | 1/4" Screenings | 07/26/2024 | 51.51 | .00 | | |
| Total Northeast Asphalt Inc.: | | | | | 51.51 | .00 | | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Voided |
|--|---------------------------------|----------------|------------------------------|--------------|--------------------|-------------|-----------|--------|
| Oshkosh Fire & Police Equipment | | | | | | | | |
| 320 | Oshkosh Fire & Police Equipment | 193486 | Fire dept 2% supplies | 03/20/2024 | 6,743.52 | .00 | | |
| 320 | Oshkosh Fire & Police Equipment | 194096 | Carbon Monoxide Monitor | 06/04/2024 | 195.00 | .00 | | |
| Total Oshkosh Fire & Police Equipment: | | | | | 6,938.52 | .00 | | |
| Pro One Janitorial Inc | | | | | | | | |
| 342 | Pro One Janitorial Inc | 212794 | Monthly cleaning - August | 07/20/2024 | 565.00 | .00 | | |
| Total Pro One Janitorial Inc: | | | | | 565.00 | .00 | | |
| Replay Sports Bar & Grill | | | | | | | | |
| 1083 | Replay Sports Bar & Grill | 071124 | Fire Chiefs Meeting | 07/24/2024 | 135.00 | .00 | | |
| Total Replay Sports Bar & Grill: | | | | | 135.00 | .00 | | |
| Ruechel, Brian C. | | | | | | | | |
| 1012 | Ruechel, Brian C. | 072324 | Financial Consultant | 07/23/2024 | 682.50 | .00 | | |
| Total Ruechel, Brian C.: | | | | | 682.50 | .00 | | |
| Securian Financial Group, Inc | | | | | | | | |
| 944 | Securian Financial Group, Inc | 002832L-0924 | Life Insurance | 07/31/2024 | 342.91 | .00 | | |
| Total Securian Financial Group, Inc: | | | | | 342.91 | .00 | | |
| SI Metals & Supply Inc. | | | | | | | | |
| 514 | SI Metals & Supply Inc. | 287530 | Equipment Repair | 07/17/2024 | 239.00 | .00 | | |
| Total SI Metals & Supply Inc.: | | | | | 239.00 | .00 | | |
| Thomas S Macioszek | | | | | | | | |
| 1196 | Thomas S Macioszek | 1110-2024 | Annual Cemetery Software Fee | 07/22/2024 | 120.00 | .00 | | |
| Total Thomas S Macioszek: | | | | | 120.00 | .00 | | |
| Truck Equipment Inc. | | | | | | | | |
| 429 | Truck Equipment Inc. | 1107627-00 | Truck #16 - Light Bar | 07/24/2024 | 1,100.00 | .00 | | |
| 429 | Truck Equipment Inc. | 1107628-00 | Truck #15 - Light Bar | 07/24/2024 | 366.66 | .00 | | |
| 429 | Truck Equipment Inc. | 1107628-00 | Truck #15 - Light Bar | 07/24/2024 | 366.67 | .00 | | |
| 429 | Truck Equipment Inc. | 1107628-00 | Truck #15 - Light Bar | 07/24/2024 | 366.67 | .00 | | |
| 429 | Truck Equipment Inc. | 1108389-00 | Truck #15 & 16 - Decals | 07/23/2024 | 132.20 | .00 | | |
| Total Truck Equipment Inc.: | | | | | 2,332.20 | .00 | | |
| Van's Fire Safety Inc | | | | | | | | |
| 444 | Van's Fire Safety Inc | D018773 | Fire Extinguisher Inspection | 06/28/2024 | 414.27 | .00 | | |
| Total Van's Fire Safety Inc: | | | | | 414.27 | .00 | | |
| Grand Totals: | | | | | 252,661.02 | .00 | | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Voided |
|--------|-------------|----------------|-------------|--------------|-----------------------|-------------|-----------|--------|
|--------|-------------|----------------|-------------|--------------|-----------------------|-------------|-----------|--------|

Dated: _____

Town Chairman: _____

Town Supervisor: _____

Clerk/Treasurer: _____

Report Criteria:

- Detail report.
 - Invoices with totals above \$.00 included.
 - Paid and unpaid invoices included.
-

456-1031792963-04

Form AB-200

Alcohol Beverage License Application

| For Municipal Use Only | |
|------------------------|-------------|
| Municipality | T. Lawrence |
| License Period | 2024-2025 |

License(s) Requested: (up to two boxes may be checked)

- Class "A" Beer \$ _____
- Class "B" Beer \$ 100.00
- "Class A" Liquor \$ _____
- "Class B" Liquor \$ 300.00
- "Class A" Liquor (cider only) \$ _____
- Reserve "Class B" Liquor \$ _____
- "Class C" Liquor (wine only) \$ _____

| Fees | |
|----------------------|-------------------------|
| License Fees | \$ <u>400.00</u> |
| Background Check Fee | \$ - |
| Publication Fee | \$ <u>40.00</u> |
| Total Fees | \$ <u>440.00</u> |

20251

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
Mexico Lindo NO.2 LLC

2. Business Trade Name or DBA
Mexico Lindo

3. FEIN 99-3881967 4. Wisconsin Seller's Permit Number 456-1031792963-04

5. Entity Type (check one)
 Sole Proprietor Partnership Limited Liability Company Corporation Nonprofit Organization

6. State of Organization Wisconsin 7. Date of Organization July 9, 2024 8. Wisconsin DFI Registration Number _____

9. Premises Address 1700 Sand Acres Drive

10. City De Pere 11. State WI 12. Zip Code 54115

13. County Brown 14. Governing Municipality: City Town Village of: Lawrence 15. Aldermanic District _____

16. Premises Phone n/a yet 17. Premises Email lindomexico445@gmail.com 18. Website _____

19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.
entire restaurant, stored in coolers and office, as well as back patio.

20. Mailing Address (if different from premises address) _____

21. City _____ 22. State _____ 23. Zip Code _____

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. Yes No

If yes, list the details of violation below. Attach additional sheets if necessary.

| | | |
|------------------------|--|------------|
| Law/Ordinance Violated | Location | Trial Date |
| Penalty Imposed | Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Law/Ordinance Violated | Location | Trial Date |
| Penalty Imposed | Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No | |

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . . Yes No beverages.
 If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . . Yes No
 If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? Yes No
 If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

| | |
|-----------------------------|--------------------------|
| 4a. Name of Business Entity | 4b. Business Entity FEIN |
|-----------------------------|--------------------------|

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. Yes No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? Yes No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? Yes No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

| Last Name | First Name | Title | Phone |
|----------------|------------|-------|--------------|
| Barajas Farias | Amber | Owner | 920 784 9039 |
| | | | |
| | | | |

Part D: Attestation

One of the following must sign and attest to this application:
 • sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

| | | |
|-----------------------------------|--------------------------------|-----------------------|
| Last Name Barajas Farias | First Name Amber | M.I. A. |
| Title Owner | Email amberbarajas@quad.com | Phone 920 784 9039 |
| Signature <i>Amber Barajas</i> | | Date 7-10-2024 |

Part E: For Clerk Use Only

| | | | |
|--|----------------|---|---------------------|
| Date Application Was Filed With Clerk 7/10/2024 | License Number | Date License Granted | Date License Issued |
| Signature of Clerk/Deputy Clerk | | Date Provisional License Issued (if applicable) | |

LIQUOR & BEER APPLICATIONS

The following application has been received by the Town of Lawrence for license to sell beer/intoxicating liquors for the 2024-2025 License year:

CLASS "B" COMBINATION LIQUOR & BEER

Mexico Lindo No. 2 LLC /Amber Barajas Farias, Agent at 1700 Sand Acres Drive, DePere WI 54115 trade name **Mexico Lindo**

Dated this 23rd day of July 2024

Cindy Kocken, Clerk-Treasurer

Town of Lawrence

Publish July 24th, July 25th & July 26th, 2024



Agenda Item Review

Meeting Date: August 5, 2024
Agenda Item#: 9

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzol, Town Administrator
AGENDA ITEM: **Consider Pay Request #4 - Little Rapids Subdivision - Calnin & Goss - \$127,577.86**

FISCAL IMPACT:

- 1. Is there A Fiscal Impact? Yes
- 2. Is it Currently Budgeted? Yes, within subdivision financing

Item History

Calnin & Goss has been working steady on the Little Rapids Subdivision improvements, and has submitted pay requests for consideration.

McMahon has reviewed the request and recommends payment to Calnin & Goss.

Recommended Action By Town Board

Recommend approval of Pay Request #4 for Little Rapids Subdivision with Calnin & Goss in the amount of \$127,577.86.

McMAHON

ENGINEERS ARCHITECTS

August 1, 2024

Town of Lawrence
2400 Shady Court
De Pere, WI 54113

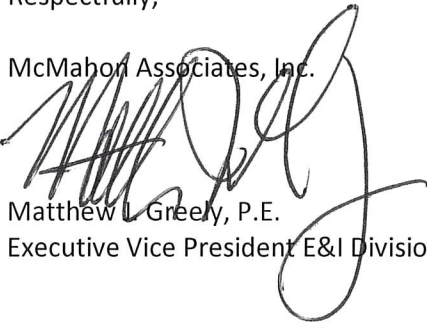
Re: Town of Lawrence
Little Rapids Subdivision Street & Utility Construction
Certificate for Payment #4
McM. No. L0017-09-20-00292

Enclosed herewith is Certificate for Payment #4 for the above referenced project. This Certificate is issued to Calnin and Goss, LLC in the amount of \$127,577.86 for partial payment for work performed through July 31, 2024.

Please process the enclosed, and forward payment to Calnin and Goss, LLC. Should you have any questions, please contact our office at your convenience.

Respectfully,

McMahon Associates, Inc.


Matthew L. Greely, P.E.
Executive Vice President E&I Division

MJG:car

cc: Calnin and Goss, LLC

Enclosure: Certificate for Payment #4

**CERTIFICATE FOR
PAYMENT**

TOWN OF LAWRENCE
2400 Shady Court
De Pere, WI 54113

Contract No. L0017-09-20-00292
Project File No. L0017-09-20-00292
Certificate No. Four (4)
Issue Date: August 1, 2024
Project: Little Rapids Subdivision
Street & Utility Construction

This Is To Certify That, In Accordance With The Contract Documents Dated: March 28, 2024

CALNIN & GOSS, LLC
505 W. Edgewood Drive
Appleton, WI 54913

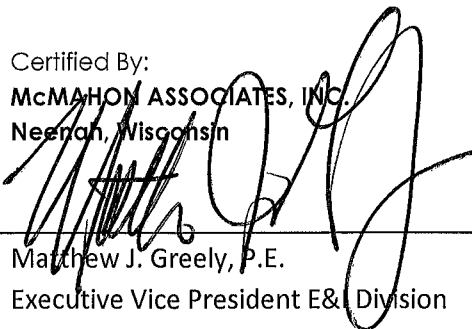
Is Entitled To Partial Payment For Work Performed Through: July 31, 2024

- Contractor's Application for Payment Attached
- Itemized Cost Breakdown Attached

| | | | |
|-------------------------|-----------------------|----------------------|-----------------------|
| Original Contract | <u>\$1,354,122.40</u> | Completed To Date | <u>\$1,022,349.71</u> |
| Net Change Orders | <u>\$0.00</u> | Retainage 2.5% | <u>\$33,853.06</u> |
| Current Contract Amount | <u>\$1,354,122.40</u> | Subtotal | <u>\$988,496.65</u> |
| | | Previously Certified | <u>\$860,918.79</u> |

Amount Due This Payment: \$127,577.86

Please process and forward payment to Calnin & Goss, LLC.

Certified By:
McMAHON ASSOCIATES, INC.
Neenah, Wisconsin

Matthew J. Greely, P.E.
Executive Vice President E&I Division

CERTIFICATE FOR PAYMENT #4

OWNER: TOWN OF LAWRENCE
 Project Name: Little Rapids Subdivision Street & Utility Construction
 Contract No. L0017-09-20-00292
 Bid Date/Time: March 6, 2024 @ 11:00 a.m., local time
 Project Manager: Matt Greely, PE

Engineer: McMAHON ASSOCIATES, INC.
 1445 McMahon Drive
 PO Box 1025
 Neenah, WI 54956 / 54957-1025

CALNIN & GOSS LLC
 505 West Edgewood Drive
 Appleton, WI 54913

BASE BID

| Item | Qty | Unit | Description | Unit Price | Total | Previous Requests | | 7/29/2024 This Request | | Completed To Date | |
|--|--------|------|--|-------------|-----------------------|-------------------|---------------------|------------------------|---------------------|-------------------|-----------------------|
| | | | | | | Qty | Total | Qty | Total | Qty | Total |
| 1. | 3,202 | L.F. | 8 Inch Sanitary Sewer | \$43.31 | \$138,678.62 | 3222.5 | \$139,566.48 | 0 | \$0.00 | 3222.5 | \$139,566.48 |
| 2. | 2,100 | L.F. | 4 Inch Sanitary Laterals | \$33.03 | \$69,363.00 | 1982 | \$65,465.46 | 0 | \$0.00 | 1982 | \$65,465.46 |
| 3. | 129.32 | V.F. | 4 Foot Diameter Sanitary Manhole | \$521.98 | \$67,502.45 | 128.98 | \$67,324.98 | 0 | \$0.00 | 128.98 | \$67,324.98 |
| 4. | 1 | Ea. | Core Sanitary Manhole | \$536.98 | \$536.98 | 1 | \$536.98 | 0 | \$0.00 | 1 | \$536.98 |
| 5. | 3,335 | L.F. | 8 Inch Water Main | \$48.94 | \$163,214.90 | 3359 | \$164,389.46 | 0 | \$0.00 | 3359 | \$164,389.46 |
| 6. | 70 | L.F. | 6 Inch Water Main | \$33.34 | \$2,333.80 | 63.5 | \$2,117.09 | 0 | \$0.00 | 63.5 | \$2,117.09 |
| 7. | 12 | Ea. | 8 Inch Resilient Wedge Gate Valve | \$2,975.88 | \$35,710.56 | 13 | \$38,686.44 | 0 | \$0.00 | 13 | \$38,686.44 |
| 8. | 7 | Ea. | 6 Inch Resilient Wedge Gate Valve | \$1,955.56 | \$13,688.92 | 6 | \$11,733.36 | 0 | \$0.00 | 6 | \$11,733.36 |
| 9. | 6 | Ea. | Hydrant | \$5,640.32 | \$33,841.92 | 7 | \$39,482.24 | 0 | \$0.00 | 7 | \$39,482.24 |
| 10. | 1 | Ea. | Remove and Relocate Existing Hydrant | \$1,240.60 | \$1,240.60 | 1 | \$1,240.60 | 0 | \$0.00 | 1 | \$1,240.60 |
| 11. | 60 | L.F. | 2 Inch Poly Water Service | \$33.83 | \$2,029.80 | 55 | \$1,860.65 | 0 | \$0.00 | 55 | \$1,860.65 |
| 12. | 1 | Ea. | 2 Inch Water Service Set | \$1,712.84 | \$1,712.84 | 1 | \$1,712.84 | 0 | \$0.00 | 1 | \$1,712.84 |
| 13. | 1,800 | L.F. | 1 Inch Poly Water Service | \$17.29 | \$31,122.00 | 1817.5 | \$31,424.58 | 0 | \$0.00 | 1817.5 | \$31,424.58 |
| 14. | 44 | Ea. | 1 Inch Water Service Set | \$757.77 | \$33,341.88 | 42.5 | \$32,205.23 | 0 | \$0.00 | 42.5 | \$32,205.23 |
| 15. | 164 | L.F. | 36 Inch RCP Storm Sewer | \$152.42 | \$24,996.88 | 161 | \$24,539.62 | 0 | \$0.00 | 161 | \$24,539.62 |
| 16. | 198 | L.F. | 30 Inch Storm Sewer | \$63.87 | \$12,646.26 | 198 | \$12,646.26 | 0 | \$0.00 | 198 | \$12,646.26 |
| 17. | 621 | L.F. | 24 Inch Storm Sewer | \$49.45 | \$30,708.45 | 468 | \$23,142.60 | 0 | \$0.00 | 468 | \$23,142.60 |
| 18. | 800 | L.F. | 18 Inch Storm Sewer | \$36.41 | \$29,128.00 | 801 | \$29,164.41 | 28 | \$1,019.48 | 829 | \$30,183.89 |
| 19. | 154 | L.F. | 15 Inch Storm Sewer | \$31.06 | \$4,783.24 | 154 | \$4,783.24 | 0 | \$0.00 | 154 | \$4,783.24 |
| 20. | 1,248 | L.F. | 12 Inch Storm Sewer | \$22.97 | \$28,666.56 | 1381 | \$31,721.57 | 0 | \$0.00 | 1381 | \$31,721.57 |
| 21. | 2,150 | L.F. | 4 Inch Storm Lateral | \$32.16 | \$69,144.00 | 1948 | \$62,647.68 | 0 | \$0.00 | 1948 | \$62,647.68 |
| 22. | 6.52 | V.F. | 72 Inch Diameter Storm Manhole | \$1,132.90 | \$7,386.51 | 6.52 | \$7,386.51 | 0 | \$0.00 | 6.52 | \$7,386.51 |
| 23. | 12.5 | V.F. | 60 Inch Diameter Storm Manhole | \$894.46 | \$11,180.75 | 12.51 | \$11,189.69 | 0 | \$0.00 | 12.51 | \$11,189.69 |
| 24. | 79.68 | V.F. | 48 Inch Diameter Storm Manhole | \$585.84 | \$46,679.73 | 79.66 | \$46,668.01 | 0 | \$0.00 | 79.66 | \$46,668.01 |
| 25. | 7 | Ea. | Yard Drain | \$1,353.54 | \$9,474.78 | 7 | \$9,474.78 | 0 | \$0.00 | 7 | \$9,474.78 |
| 26. | 12 | Ea. | Inlet | \$2,536.02 | \$30,432.24 | 12 | \$30,432.24 | 0 | \$0.00 | 12 | \$30,432.24 |
| 27. | 1 | L.S. | Roadway Excavation (Est. 4,500 C.Y.) | \$19,832.51 | \$19,832.51 | 0 | \$0.00 | 1 | \$19,832.51 | 1 | \$19,832.51 |
| 28. | 750 | TON | 2 Inch Asphaltic Pavement, Lower Layer (3 LT 58-28 S) (6,550 S.Y.) | \$89.15 | \$66,862.50 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 29. | 3,000 | TON | 6 Inch Base Aggregate Dense 1-1/4 Inch (8,850 S.Y.) | \$16.83 | \$50,490.00 | 0 | \$0.00 | 3000 | \$50,490.00 | 3000 | \$50,490.00 |
| 30. | 4,450 | TON | 9 Inch Base Aggregate Dense 3 Inch (8,850 S.Y.) | \$16.59 | \$73,825.50 | 0 | \$0.00 | 3337.5 | \$55,369.13 | 3337.5 | \$55,369.13 |
| 31. | 4,190 | L.F. | Concrete Curb and Gutter 30 Inch | \$16.49 | \$69,093.10 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 32. | 950 | S.F. | 6 Inch Concrete Sidewalk -Ramps | \$7.20 | \$6,840.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 33. | 80 | S.F. | 4 Inch Concrete Sidewalk | \$7.20 | \$576.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 34. | 84 | S.F. | Detectable Warning Fields | \$33.77 | \$2,836.68 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 35. | 110 | TON | 8 Foot Asphalt Trail (within subdivision boundary) (4 LT 58-28 S) | \$144.08 | \$15,848.80 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 36. | 540 | TON | 10 Foot Trail - Base Aggregate Dense 1-1/4 Inch | \$16.83 | \$9,088.20 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 37. | 148 | L.F. | Pipe Railing | \$77.57 | \$11,480.36 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 38. | 7 | Ea. | 12 Inch Diameter Concrete Base | \$956.76 | \$6,697.32 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 39. | 1 | Ea. | Tracking Pad | \$2,834.34 | \$2,834.34 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 40. | 5 | Ea. | Ditch Checks | \$73.16 | \$365.80 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 41. | 1,165 | L.F. | Silt Fence | \$2.19 | \$2,551.35 | 1165 | \$2,551.35 | 0 | \$0.00 | 1165 | \$2,551.35 |
| 42. | 8 | Ea. | Inlet Protection Type A | \$118.19 | \$945.52 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 43. | 14 | Ea. | Inlet Protection Type C | \$61.91 | \$866.74 | 0 | \$0.00 | 14 | \$866.74 | 14 | \$866.74 |
| 44. | 906 | L.F. | Grading and Restoration Primary Drainage Swales | \$6.05 | \$5,481.30 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 45. | 2,200 | S.Y. | Restoration with Topsoil, Seed, Fertilizer, E-Mat Class I, Type B | \$3.35 | \$7,370.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 46. | 6,200 | S.Y. | Grading and Restoration 12 Feet Beyond Right-of-Way for Utility Installation | \$2.71 | \$16,802.00 | 250 | \$677.50 | 0 | \$0.00 | 250 | \$677.50 |
| 47. | 8,980 | S.Y. | Terrace Restoration with Topsoil, Seed, Fertilizer and Mulch In Right-of-Way | \$2.24 | \$20,115.20 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 48. | 11.8 | AC. | Internal Lot Grading and Restoration with Alfalfa Mix | \$1,558.96 | \$18,395.73 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 49. | 6 | Ea. | Asphalt Density Testing (Roadway) | \$150.16 | \$900.96 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 50. | 4 | Ea. | Asphalt Density Testing (Trail) | \$150.16 | \$600.64 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| TOTAL (Items 1. through 50., Inclusive) | | | | | \$1,310,246.22 | | \$894,771.84 | | \$127,577.86 | | \$1,022,349.71 |

SUPPLEMENTAL BID | ASPHALT TRAIL EXTENSION

| Item | Qty | Unit | Description | Unit Price | Total | Previous Requests | 7/29/2024 This Request | Completed To Date | | | |
|--|--------|------|---|------------|-----------------------|-------------------|------------------------|-------------------|---------------------|--|-----------------------|
| | | | | | | Qty | Total | Qty | Total | | |
| 1.1 | 170 | TON | 8 Foot Asphalt Trail (4 LT 58-28 S) | \$144.08 | \$24,493.60 | 0 | \$0.00 | 0 | \$0.00 | | |
| 1.2 | 830 | TON | 10 Foot Trail - Base Aggregate Dense 1-1/4 Inch | \$16.83 | \$13,968.90 | 0 | \$0.00 | 0 | \$0.00 | | |
| 1.3 | 354.00 | L.F. | Grading and Restoration Drainage Swale | \$6.05 | \$2,141.70 | 0 | \$0.00 | 0 | \$0.00 | | |
| 1.4 | 2 | V.F. | 60 Inch Diameter Storm Manhole | \$576.53 | \$1,153.06 | 0 | \$0.00 | 0 | \$0.00 | | |
| 1.5 | 400 | S.Y. | Restoration with Topsoil, Seed, Fertilizer, E-Mat Class I, Type B | \$3.35 | \$1,340.00 | 0 | \$0.00 | 0 | \$0.00 | | |
| 1.6 | 30 | L.F. | Silt Fence | \$2.19 | \$65.70 | 0 | \$0.00 | 0 | \$0.00 | | |
| 1.7 | 1 | L.S. | Relocate Mailboxes | \$112.56 | \$112.56 | 0 | \$0.00 | 0 | \$0.00 | | |
| 1.8 | 3 | Ea. | Asphalt Density Testing (Trail) | \$200.22 | \$600.66 | 0 | \$0.00 | 0 | \$0.00 | | |
| TOTAL SUPPLEMENTAL BID (Items 1.1 through 1.8, Inclusive) | | | | | \$43,876.18 | | \$0.00 | | \$0.00 | | \$0.00 |
| Total completed | | | | | | | \$894,771.84 | | \$127,577.86 | | \$1,022,349.71 |
| Total Contract as AWARDED | | | | | \$1,354,122.40 | | | | | | |

| | |
|-------------------------------------|---------------------|
| Completed to Date: | \$1,022,349.71 |
| Retainage: 2.5% | \$33,853.06 |
| Subtotal: | \$988,496.65 |
| Previous Application: | \$860,918.79 |
| Amount Due This Application: | \$127,577.86 |

McMAHON

ENGINEERS ARCHITECTS

McMahon Associates, Inc.
 1445 McMahon Drive P.O. Box 1025
 Neenah, WI 54956 Neenah, WI 54957-1025
 Telephone: (920)751-4200
 FAX: (920)751-4284

APPLICATION FOR PAYMENT

(Owner)
 Town of Lawrence
 2906 Sabal Oak Drive
 De Pere, WI

PROJECT: Little Rapids Subdivision
 CONTRACTOR _____
 Contract No. L0017-09-20-00292
 Project No. _____
 Application No. Four (4)
 Application Date _____
 Period From _____ To _____

Application Is Made For Payment In Connection With The Above Contract.
 The following documents are attached:

- Schedule Of Values
- Schedule Of Unit Prices
- Inventory Of Stored Materials

The Present Status Of The Account For This Contract Is As Follows:

| | | | |
|-------------------------|-----------------|-------------------------------|--|
| Original Contract | \$ 1,310,246.22 | Completed To Date | \$ 1,041,751.59 ^{1022349.71} |
| Net Change Orders | \$ 0 | Retainage <u>5</u> % | \$ 33,853.05 |
| Current Contract Amount | \$ 1,310,246.22 | Subtotal 988496.65 | \$ 1,007,898.54 |
| | | Previous Applications | \$ 860,918.79 |

Amount Due This Application: \$ ~~146,979.75~~
127,577.86

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, being Applications For Payment numbered 1 through 4 inclusive; and 2) All materials and equipment incorporated in said project or otherwise listed in or covered by this Application For Payment are free and clear of all liens, claims, set

Dated July 29 20 24

Clay Coenen
 By Director of Operations
(name & title)

COUNTY OF _____
 STATE OF _____ } ss
 Before me on this 29th day of July 20 24 personally appeared Clay Coenen
Director of Operations known to me, who being duly sworn, did depose and say that he/she is the _____
(title) of the Contractor above mentioned; that he/she

executed the above Application For Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

Commission Expires: 5-31-2027

[Signature]
(Notary Public)





Calnin & Goss, LLC

2121 E. Capitol Drive
 Appleton WI 54911
 USA
 Tel: (920) 225-6225
 Fax: (920) 739-4409

Invoice

Invoice No.: 500084-0004
 Date: 07/29/2024
 Terms: Net 30 Days
 Proj Mgr: Darrell Jonet

To: **Town of Lawrence**
 2400 Shady Ct
 DePere WI 54115

 Tel: 920-336-9131

Draw 4 Page: 1 of 1

| | Total To Date | Previously Billed | Current Billing |
|--|---------------------------|-------------------------|--------------------|
| RE: Little Rapids Subdivision Job: Little Rapids Subdivision Contract: 500084 Services for period ending 06/30/2024 Original Contract Amount Approved PCIs | | | |
| Little Rapids Subdivision Total: Little Rapids Subdivision | 1,041,751.59 | 894,771.84 | 146,979.75 |
| SUB-TOTAL LESS RETAINAGE | 1,041,751.59 33,853.05 | 894,771.84 33,853.05 | 146,979.75 0.00 |
| SUB-TOTAL | 1,007,898.54 | 860,918.79 | 146,979.75 |
| INVOICE TOTAL | | | 146,979.75 |

| | | | |
|-----------------------|--------|-----------------------|------------|
| Project Number 500084 | 122-00 | Total of This Invoice | 146,979.75 |
|-----------------------|--------|-----------------------|------------|

Little Rapids Subdivision

\$ 1,041,751.59

| Bid Item # | Description | Units | Scheduled | | | Previous Request Totals | | This Request Totals | | % | Completed to Date | | Balance to Finish | |
|------------|---|-------|-----------|-------------|---------------|-------------------------|---------------|---------------------|--------------|------|-------------------|---------------|-------------------|---------|
| | | | Qty | Unit Price | Amount | Qty | Amount | Qty | Amount | | Qty | Amount | Amount | Qty |
| 1 | 8 Inch Sanitary Sewer | LF | 3202.00 | \$ 43.31 | \$ 138,678.62 | 3,222.50 | \$ 139,566.48 | | \$ 0.00 | 0% | 3,222.50 | \$ 139,566.48 | (\$ 887.86) | 3202.00 |
| 2 | 4 Inch Sanitary Lateral | LF | 2100.00 | \$ 33.03 | \$ 69,363.00 | 1982.00 | \$ 65,465.46 | | \$ 0.00 | 0% | 1,982.00 | \$ 65,465.46 | \$ 3,897.54 | 2100.00 |
| 3 | 4 Foot Diameter Sanitary Manhole | VF | 129.32 | \$ 521.98 | \$ 67,502.45 | 128.98 | \$ 67,324.98 | | \$ 0.00 | 0% | 128.98 | \$ 67,324.98 | \$ 177.47 | 129.32 |
| 4 | Core Sanitary Manhole | EA | 1.00 | \$ 536.98 | \$ 536.98 | 1.00 | \$ 536.98 | | \$ 0.00 | 0% | 1.00 | \$ 536.98 | \$ 0.00 | 1.00 |
| 5 | 8 Inch Water Main | LF | 3335.00 | \$ 48.94 | \$ 163,214.90 | 3359.00 | \$ 164,389.46 | | \$ 0.00 | 0% | 3,359.00 | \$ 164,389.46 | (\$ 1,174.56) | 3335.00 |
| 6 | 6 Inch Water Main | LF | 70.00 | \$ 33.34 | \$ 2,333.80 | 63.5 | \$ 2,117.09 | | \$ 0.00 | 0% | 63.50 | \$ 2,117.09 | \$ 216.71 | 70.00 |
| 7 | 8 Inch Resilient Wedge Gate Valve | EA | 12.00 | \$ 2975.88 | \$ 35,710.56 | 13.00 | \$ 38,686.44 | | \$ 0.00 | 0% | 13.00 | \$ 38,686.44 | (\$ 2,975.88) | 12.00 |
| 8 | 6 Inch Resilient Wedge Gate Valve | EA | 7.00 | \$ 1,955.56 | \$ 13,688.92 | 6.00 | \$ 11,733.36 | | \$ 0.00 | 0% | 6.00 | \$ 11,733.36 | \$ 1,955.56 | 7.00 |
| 9 | Hydrant | EA | 6.00 | \$ 5640.32 | \$ 33,841.92 | 7.00 | \$ 39,482.24 | | \$ 0.00 | 0% | 7.00 | \$ 39,482.24 | (\$ 5,640.32) | 6.00 |
| 10 | Remove and Relocate Existing Hydrant | EA | 1.00 | \$ 1,240.60 | \$ 1,240.60 | 1.00 | \$ 1,240.60 | | \$ 0.00 | 0% | 1.00 | \$ 1,240.60 | \$ 0.00 | 1.00 |
| 11 | 2 Inch Poly Water Service | LF | 60.00 | \$ 33.83 | \$ 2,029.80 | 55.00 | \$ 1,860.65 | | \$ 0.00 | 0% | 55.00 | \$ 1,860.65 | \$ 169.15 | 60.00 |
| 12 | 2 Inch Water Service Set | EA | 1.00 | \$ 1,712.84 | \$ 1,712.84 | 1.00 | \$ 1,712.84 | | \$ 0.00 | 0% | 1.00 | \$ 1,712.84 | \$ 0.00 | 1.00 |
| 13 | 1 Inch Poly Water Service | EA | 1800.00 | \$ 17.29 | \$ 31,122.00 | 1817.50 | \$ 31,424.58 | | \$ 0.00 | 0% | 1,817.50 | \$ 31,424.58 | (\$ 302.57) | 1800.00 |
| 14 | 1 Inch Water Service Set | EA | 44.00 | \$ 757.77 | \$ 33,341.88 | 42.5 | \$ 32,205.23 | | \$ 0.00 | 0% | 42.50 | \$ 32,205.23 | \$ 1,136.66 | 44.00 |
| 15 | 36 Inch RCP Storm Sewer | LF | 164.00 | \$ 152.42 | \$ 24,996.88 | 161.00 | \$ 24,539.62 | | \$ 0.00 | 0% | 161.00 | \$ 24,539.62 | \$ 457.26 | 164.00 |
| 16 | 30 Inch Storm Sewer | LF | 198.00 | \$ 63.87 | \$ 12,646.26 | 198.00 | \$ 12,646.26 | | \$ 0.00 | 0% | 198.00 | \$ 12,646.26 | \$ 0.00 | 198.00 |
| 17 | 24 Inch Storm Sewer | LF | 621.00 | \$ 49.45 | \$ 30,708.45 | 468.00 | \$ 23,142.60 | | \$ 0.00 | 0% | 468.00 | \$ 23,142.60 | \$ 7,565.85 | 621.00 |
| 18 | 18 Inch Storm Sewer | LF | 800.00 | \$ 36.41 | \$ 29,128.00 | 801.00 | \$ 29,164.41 | 28.00 | \$ 1,019.48 | 4% | 829.00 | \$ 30,183.89 | (\$ 1,055.89) | 772.00 |
| 19 | 15 Inch Storm Sewer | LF | 154.00 | \$ 31.06 | \$ 4,783.24 | 154.00 | \$ 4,783.24 | | \$ 0.00 | 0% | 154.00 | \$ 4,783.24 | \$ 0.00 | 154.00 |
| 20 | 12 Inch Storm Sewer | LF | 1248.00 | \$ 22.97 | \$ 28,666.56 | 1381.00 | \$ 31,721.57 | | \$ 0.00 | 0% | 1,381.00 | \$ 31,721.57 | (\$ 3,055.01) | 1248.00 |
| 21 | 4 Inch Sanitary Lateral | LF | 2150.00 | \$ 32.16 | \$ 69,144.00 | 1948.00 | \$ 62,647.68 | | \$ 0.00 | 0% | 1,948.00 | \$ 62,647.68 | \$ 6,496.32 | 2150.00 |
| 22 | 72 Inch Diameter Storm Manhole | VF | 6.52 | \$ 1132.90 | \$ 7,386.51 | 6.52 | \$ 7,386.51 | | \$ 0.00 | 0% | 6.52 | \$ 7,386.51 | \$ 0.00 | 6.52 |
| 23 | 60 Inch Diameter Storm Manhole | VF | 12.50 | \$ 894.46 | \$ 11,180.75 | 12.51 | \$ 11,189.69 | | \$ 0.00 | 0% | 12.51 | \$ 11,189.69 | (\$ 8.94) | 12.50 |
| 24 | 48 Inch Diameter Storm Manhole | VF | 79.68 | \$ 585.84 | \$ 46,679.73 | 79.66 | \$ 46,668.01 | | \$ 0.00 | 0% | 79.66 | \$ 46,668.01 | \$ 11.72 | 79.68 |
| 25 | Yard Drain | EA | 7.00 | \$ 1353.54 | \$ 9,474.78 | 7.00 | \$ 9,474.78 | | \$ 0.00 | 0% | 7.00 | \$ 9,474.78 | \$ 0.00 | 7.00 |
| 26 | Inlet | EA | 12 | \$ 2,536.02 | \$ 30,432.24 | 12.00 | \$ 30,432.24 | | \$ 0.00 | 0% | 12.00 | \$ 30,432.24 | \$ 0.00 | 12.00 |
| 27 | Roadway Excavation (Estimated 4,500 C.Y.) | LS | 1 | \$ 19832.51 | \$ 19,832.51 | 0.00 | \$ 0.00 | 1.00 | \$ 19,832.51 | 100% | 1.00 | \$ 19,832.51 | \$ 0.00 | 0.00 |
| 28 | 2 Inch Asphaltic Pavement, Lower Layer (3 LT 58-28S) (6,550 | TO | 750 | \$ 89.15 | \$ 66,862.50 | 0.00 | \$ 0.00 | | \$ 0.00 | 0% | 0.00 | \$ 0.00 | \$ 66,862.50 | 750.00 |
| 29 | 6 Inch Base Aggregate Dense 1-1/4 Inch (8,850 S.Y.) | TO | 3000 | \$ 16.83 | \$ 50,490.00 | 0.00 | \$ 0.00 | 3,000.00 | \$ 50,490.00 | 100% | 3,000.00 | \$ 50,490.00 | \$ 0.00 | 0.00 |
| 30 | 9 Inch Base Aggregate Dense 3 Inch (8,850 S.Y.) | TO | 4450 | \$ 16.59 | \$ 73,825.50 | 0.00 | \$ 0.00 | 4,450.00 | \$ 73,825.50 | 100% | 4,450.00 | \$ 73,825.50 | \$ 0.00 | 0.00 |
| 31 | Concrete Curb and Gutter 30 Inch | LF | 4190 | \$ 16.49 | \$ 69,093.10 | 0.00 | \$ 0.00 | | \$ 0.00 | 0% | 0.00 | \$ 0.00 | \$ 69,093.10 | 4190.00 |
| 32 | 6 Inch Concrete Sidewalk-Ramps | SF | 950 | \$ 7.20 | \$ 6,840.00 | 0.00 | \$ 0.00 | | \$ 0.00 | 0% | 0.00 | \$ 0.00 | \$ 6,840.00 | 950.00 |
| 33 | 4 Inch Concrete Sidewalk | SF | 80 | \$ 7.20 | \$ 576.00 | 0.00 | \$ 0.00 | | \$ 0.00 | 0% | 0.00 | \$ 0.00 | \$ 576.00 | 80.00 |
| 34 | Detectable Warning Fields | SF | 84 | \$ 33.77 | \$ 2,836.68 | 0.00 | \$ 0.00 | | \$ 0.00 | 0% | 0.00 | \$ 0.00 | \$ 2,836.68 | 84.00 |
| 35 | 8 Inch Asphalt Trail (within subdivision boundary) (4 LT 58-28 S) | TO | 110 | \$ 144.08 | \$ 15,848.80 | 0.00 | \$ 0.00 | | \$ 0.00 | 0% | 0.00 | \$ 0.00 | \$ 15,848.80 | 110.00 |
| 36 | 10 Foot Trail - Base Aggregate Dense 1-1/4 Inch | TO | 540 | \$ 16.83 | \$ 9,088.20 | 0.00 | \$ 0.00 | | \$ 0.00 | 0% | 0.00 | \$ 0.00 | \$ 9,088.20 | 540.00 |
| 37 | Pipe Railing | LF | 148 | \$ 77.57 | \$ 11,480.36 | 0.00 | \$ 0.00 | | \$ 0.00 | 0% | 0.00 | \$ 0.00 | \$ 11,480.36 | 148.00 |
| 38 | 12 Inch Diameter Concrete Base | EA | 7 | \$ 956.76 | \$ 6,697.32 | 0.00 | \$ 0.00 | | \$ 0.00 | 0% | 0.00 | \$ 0.00 | \$ 6,697.32 | 7.00 |
| 39 | Tracking Pad | EA | 1 | \$ 2834.34 | \$ 2,834.34 | 0.00 | \$ 0.00 | | \$ 0.00 | 0% | 0.00 | \$ 0.00 | \$ 2,834.34 | 1.00 |
| 40 | Ditch Checks | EA | 5 | \$ 73.16 | \$ 365.80 | 0.00 | \$ 0.00 | | \$ 0.00 | 0% | 0.00 | \$ 0.00 | \$ 365.80 | 5.00 |

3337.50 / 55369.13

| | | | | | | | | | | | | | |
|----|---|----------|-------|-------------|--------------|--------|-------------|---------|------|----------|-------------|--------------|---------|
| 41 | Silt Fence | LF | 1,165 | \$ 2.19 | \$ 2,551.35 | 1165 | \$ 2,551.35 | \$ 0.00 | 0% | 1,165.00 | \$ 2,551.35 | \$ 0.00 | 1165.00 |
| 42 | Inlet Protection Type A | EA | 8.00 | \$ 118.19 | \$ 945.52 | 0.00 | \$ 0.00 | 8.00 | 100% | 8.00 | \$ 945.52 | \$ 0.00 | 0.00 |
| 43 | Inlet Protection Type C | EA | 14 | \$ 61.91 | \$ 866.74 | 0.00 | \$ 0.00 | 14.00 | 100% | 14.00 | \$ 866.74 | \$ 0.00 | 0.00 |
| 44 | Grading and Restoration Primary Drainage Swales | LF | 906 | \$ 6.05 | \$ 5,481.30 | 0.00 | \$ 0.00 | \$ 0.00 | 0% | 0.00 | \$ 0.00 | \$ 5,481.30 | 906.00 |
| 45 | Restoration with Topsoil, Seed, Fertilizer, E-Mat Class I, Type B | SY | 2,200 | \$ 3.35 | \$ 7,370.00 | 0.00 | \$ 0.00 | \$ 0.00 | 0% | 0.00 | \$ 0.00 | \$ 7,370.00 | 2200.00 |
| 46 | Grading and Restoration 12 Feet Beyond /right of Way Utility | SY | 6,200 | \$ 2.71 | \$ 16,802.00 | 250.00 | \$ 677.50 | \$ 0.00 | 0% | 250.00 | \$ 677.50 | \$ 16,124.50 | 6200.00 |
| 47 | Terrace Restoration (Topsoil, Seed, Fertilizer, Mulch) In Right-of- | SY | 8980 | \$ 2.24 | \$ 20,115.20 | 0.00 | \$ 0.00 | \$ 0.00 | 0% | 0.00 | \$ 0.00 | \$ 20,115.20 | 8980.00 |
| 48 | Internal Lot Restoration with Alfalfa Mix | Acr e | 12 | \$ 1,558.96 | \$ 18,395.73 | 0.00 | \$ 0.00 | \$ 0.00 | 0% | 0.00 | \$ 0.00 | \$ 18,395.73 | 11.80 |
| 49 | Asphalt Density Testing (Roadway) | EA | 6 | \$ 150.16 | \$ 900.96 | 0.00 | \$ 0.00 | 0.00 | 0% | 0.00 | \$ 0.00 | \$ 900.96 | 6.00 |
| 50 | Asphalt Density Testing (Trail) | EA | 4 | \$ 150.16 | \$ 600.64 | 0.00 | \$ 0.00 | 0.00 | 0% | 0.00 | \$ 0.00 | \$ 600.64 | 4.00 |

LINE 42 INSTALLED

\$ 1,310,246.22

\$ 894,771.84

\$ 146,979.75

\$ 1,041,751.59

1022349.71



Agenda Item Review

Meeting Date: August 5, 2024
Agenda Item#: 10

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzal, Town Administrator
AGENDA ITEM: **Consider Pay Request #3 – Mid Valley Utility Relocation – PTS - \$352,211.51**

FISCAL IMPACT:

- 1. Is there A Fiscal Impact? Yes
- 2. Is it Currently Budgeted? Yes, within TID 2 project and DOT reimbursements

Item History

PTS Contractors has been working diligently on the Mid Valley Drive Utility Relocation, to make way for the upcoming new interchange at Southbridge/Orange Land and I-41. PTS has submitted pay request #3 for consideration.

McMahon has reviewed the request and recommends payment to PTS Contractors.

Recommended Action By Town Board

Recommend approval of Pay Request #3 for Mid Valley Drive Utility Relocation with PTS Contractors in the amount of \$352,211.51.



August 1, 2024

Town of Lawrence
2400 Shady Court
De Pere, WI 54115

Re: Town of Lawrence
Mid Valley Drive Utility Relocation
Certificate for Payment #3
McM. No. L0017-09-23-00254

Enclosed herewith is Certificate for Payment #3 for the above referenced project. This Certificate is issued to PTS Contractors, Inc. in the amount of \$352,211.51 for partial payment for work performed through July 30, 2024.

Please process the enclosed, and forward payment to PTS Contractors, Inc. Should you have any questions, please contact our office at your convenience.

Respectfully,

McMahon Associates, Inc.

A handwritten signature in black ink, appearing to read "Matt Greely". The signature is written over the typed name and title.

Matthew J. Greely, P.E.
Executive Vice President E&I Division

MJG:car

cc: PTS Contractors, Inc.

Enclosure: Certificate for Payment #3

McMAHON

ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.

1445 McMAHON DRIVE PO BOX 1025
NEENAH, WI 54956 NEENAH, WI 54957-1025

TELEPHONE: 920.751.4200
FAX: 920.751.4284

CERTIFICATE FOR PAYMENT

TOWN OF LAWRENCE
2400 Shady Court
De Pere, WI 54115

Contract No. L0017-09-23-00254
Project File No. L0017-09-23-00254
Certificate No. Three (3)
Issue Date: August 1, 2024
Project: Town of Lawrence
Mid Valley Drive Utility Relocation

This Is To Certify That, In Accordance With The Contract Documents Dated: March 29, 2024

PTS CONTRACTORS, INC.
4075 Eaton Road
Green Bay, WI 54311

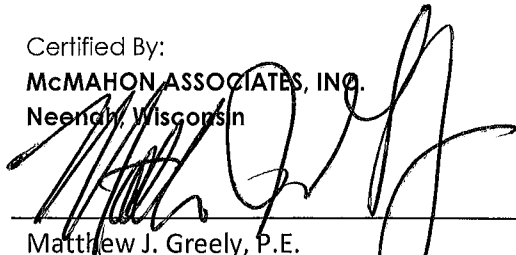
Is Entitled To Partial Payment For Work Performed Through: July 30, 2024

- Contractor's Application for Payment Attached
- Itemized Cost Breakdown Attached

| | | | |
|-------------------------|------------------------------|----------------------|----------------------------|
| Original Contract | <u>\$894,964.00</u> | Completed To Date | <u>\$993,597.60</u> |
| Net Change Orders | <u>+ \$116,057.35</u> | Retainage 2.5% | <u>\$25,275.53</u> |
| Current Contract Amount | <u>\$1,011,021.35</u> | Subtotal | <u>\$968,322.07</u> |
| | | Previously Certified | <u>\$616,110.56</u> |

Amount Due This Payment: \$352,211.51

Please process and forward payment to PTS CONTRACTORS, INC.

Certified By:
McMAHON ASSOCIATES, INC.
Neenah, Wisconsin

Matthew J. Greely, P.E.
Executive Vice President E&I Division

PAY CERTIFICATION #3

OWNER: TOWN OF LAWRENCE
Project Name: Mid Valley Drive Utility Relocation
Contract No.: L0017-09-23-00254
Bid Date/Time: March 7, 2023 @ 11:00 a.m.
Project Manager: Matt Greeley, PE

Engineer: McMAHON ASSOCIATES, INC.
 1445 McMahon Drive
 PO Box 1025
 Neenah, WI 54956 / 54957-1025

PTS CONTRACTORS, INC.
 4075 Eaton Road
 Green Bay, WI 54311

| Item | Qty | Unit | Description | Unit Price | Total |
|------|-------|------|---|-------------|----------------|
| 1. | 1 | L.S. | Traffic Control | \$10,835.75 | \$10,835.75 |
| 2. | 1 | L.S. | Erosion Control (Silt Fence, Ditch Checks, Tracking Pad, E-Mat, Etc.) | \$10,095.00 | \$10,095.00 |
| 3. | 1 | L.S. | Restoration - Temporary Seed (Est. 12,000 S.Y.) | \$3,265.00 | \$3,265.00 |
| 4. | 1,153 | L.F. | 10 Inch Sanitary Sewer | \$68,027.00 | \$78,477.99 |
| 5. | 1,180 | L.F. | 10 Inch Sanitary Sewer SDR-26 | \$137.00 | \$161,660.00 |
| 6. | 1,125 | L.F. | 8 inch Sanitary Sewer | \$50.50 | \$56,812.50 |
| 7. | 355 | L.F. | 6 inch Sanitary Lateral | \$57.00 | \$20,235.00 |
| 8. | 20 | L.F. | 6 inch Sanitary Risers | \$184.00 | \$3,680.00 |
| 9. | 224.6 | V.F. | 4 Foot Diameter Sanitary Manhole | \$665.00 | \$149,359.00 |
| 10. | 4.85 | V.F. | Outside Drop Manhole | \$4,146.75 | \$20,313.00 |
| 11. | 4 | Ea. | Clay Dam | \$4,640.00 | \$18,560.00 |
| 12. | 1,900 | L.F. | Additional Pipe Bedding (for Unstable Subgrade) | \$0.01 | \$13.00 |
| 13. | 1,700 | L.F. | Slurry or Flowable Fill / Abandon Sewer | \$5.10 | \$8,670.00 |
| 14. | 4 | Ea. | Abandon / Remove Manhole | \$580.00 | \$2,320.00 |
| 15. | 3,200 | L.F. | 12 Inch Water Main | \$76.00 | \$243,200.00 |
| 16. | 230 | L.F. | 8 Inch Water Main | \$55.00 | \$12,650.00 |
| 17. | 160 | L.F. | 6 Inch Water Main | \$9,920.00 | \$1,587,200.00 |
| 18. | 8 | Ea. | 12 Inch Resilient Wedge Gate Valve | \$4,715.00 | \$37,720.00 |
| 19. | 1 | Ea. | 8 Inch Resilient Wedge Gate Valve | \$2,705.00 | \$2,705.00 |
| 20. | 6 | Ea. | 6 Inch Resilient Wedge Gate Valve | \$1,975.00 | \$11,850.00 |
| 21. | 7 | Ea. | Hydrant | \$40,110.00 | \$280,770.00 |
| 22. | 6 | Ea. | 6 Inch Hydrant Lead Bends | \$425.00 | \$2,550.00 |
| 23. | 1 | Ea. | Remove Hydrant | \$580.00 | \$580.00 |
| 24. | 2 | Ea. | Remove Valve | \$175.00 | \$350.00 |
| 25. | 1,700 | L.F. | Slurry or Flowable Fill / Abandon Water Main | \$5.10 | \$8,670.00 |
| 26. | 1 | Ac. | Tree Removal | \$8,665.00 | \$8,665.00 |
| 27. | 1 | Ac. | Grubbing | \$12,235.00 | \$12,235.00 |

TOTAL (Items 1. through 27., Inclusive) **\$894,964.00**

CHANGE ORDER

| Item | Qty | Unit | Description | Unit Price | Total |
|------|-------|------|---|------------|-------------|
| 1.1 | 1 | L.S. | Field Locate WM | \$5,650.00 | \$5,650.00 |
| 2.1 | 1 | L.S. | Extend Sanitary Sewer and Water Main to Detrie/Krawczyk | \$3,950.00 | \$3,950.00 |
| | 1 | L.S. | Erosion Control | \$1,850.00 | \$1,850.00 |
| | 641 | LF | Restoration - Temp Seed | \$50.50 | \$32,370.50 |
| | 41.29 | VF | 4 Foot Dia San Manhole | \$665.00 | \$27,457.85 |
| | 617 | LF | 8 inch Water Main | \$55.00 | \$33,935.00 |
| | 7 | LF | 6 inch Water Main | \$62.00 | \$434.00 |
| | 1 | Ea | 8 inch GV | \$2,705.00 | \$2,705.00 |
| | 1 | Ea | 6 inch GV | \$1,975.00 | \$1,975.00 |
| | 1 | Ea | Hydrant | \$5,730.00 | \$5,730.00 |

TOTAL CHANGE ORDER **\$110,407.35**

CURRENT CONTRACT TOTAL **\$1,011,021.35**

7/30/2024

| Previous Requests | | This Request | | Completed To Date | |
|-------------------|--------------|--------------|--------------|-------------------|--------------|
| Qty | Total | Qty | Total | Qty | Total |
| 0.75 | \$8,126.81 | 0.25 | \$2,708.94 | 1 | \$10,835.75 |
| 1 | \$10,095.00 | 0 | \$0.00 | 1 | \$10,095.00 |
| 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 1174 | \$69,266.00 | 0 | \$0.00 | 1174 | \$69,266.00 |
| 1181 | \$161,797.00 | 0 | \$0.00 | 1181 | \$161,797.00 |
| 862 | \$43,531.00 | 269 | \$13,584.50 | 1131 | \$57,115.50 |
| 310 | \$17,670.00 | 41 | \$2,337.00 | 351 | \$20,007.00 |
| 16 | \$2,944.00 | 0 | \$0.00 | 16 | \$2,944.00 |
| 213.63 | \$142,063.95 | 10.11 | \$6,723.15 | 223.74 | \$148,787.10 |
| 4.98 | \$4,257.90 | 0 | \$0.00 | 4.98 | \$4,257.90 |
| 3 | \$3,480.00 | 1 | \$1,160.00 | 4 | \$4,640.00 |
| 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 |
| 0 | \$0.00 | 1700 | \$8,670.00 | 1700 | \$8,670.00 |
| 0 | \$0.00 | 4 | \$2,320.00 | 4 | \$2,320.00 |
| 1400 | \$106,400.00 | 1831 | \$139,156.00 | 3231 | \$245,556.00 |
| 0 | \$0.00 | 103 | \$5,665.00 | 103 | \$5,665.00 |
| 69 | \$4,278.00 | 103 | \$6,386.00 | 172 | \$10,664.00 |
| 4 | \$18,860.00 | 3 | \$14,145.00 | 7 | \$33,005.00 |
| 0 | \$0.00 | 1 | \$2,705.00 | 1 | \$2,705.00 |
| 3 | \$5,925.00 | 3 | \$5,925.00 | 6 | \$11,850.00 |
| 3 | \$17,190.00 | 4 | \$22,920.00 | 7 | \$40,110.00 |
| 4 | \$1,700.00 | 2 | \$850.00 | 6 | \$2,550.00 |
| 0 | \$0.00 | 1 | \$580.00 | 1 | \$580.00 |
| 0 | \$0.00 | 2 | \$350.00 | 2 | \$700.00 |
| 0 | \$0.00 | 1700 | \$8,670.00 | 1700 | \$8,670.00 |
| 0 | \$0.00 | 0 | \$0.00 | 1 | \$8,665.00 |
| 1 | \$12,235.00 | 0 | \$0.00 | 1 | \$12,235.00 |

\$638,484.66

\$244,855.59

\$883,340.25

| Previous Requests | Total |
|-------------------|------------|
| Qty | |
| 1 | \$5,650.00 |

| Previous Requests | Total |
|-------------------|------------|
| Qty | |
| 1 | \$5,650.00 |

| This Request | Total |
|--------------|------------|
| Qty | |
| 1 | \$5,650.00 |

| Completed To Date | Total |
|-------------------|------------|
| Qty | |
| 1 | \$5,650.00 |

| Bid Quantities | Total |
|----------------|--------------|
| Unit Price | |
| \$5,650.00 | \$5,650.00 |
| \$3,950.00 | \$3,950.00 |
| \$1,850.00 | \$1,850.00 |
| \$50.50 | \$32,370.50 |
| \$665.00 | \$27,457.85 |
| \$55.00 | \$33,935.00 |
| \$62.00 | \$434.00 |
| \$2,705.00 | \$2,705.00 |
| \$1,975.00 | \$1,975.00 |
| \$5,730.00 | \$5,730.00 |
| | \$110,407.35 |

| Previous Requests | Total |
|-------------------|--------------|
| Qty | |
| 0 | \$0.00 |
| 0 | \$0.00 |
| 641 | \$32,370.50 |
| 41.29 | \$27,457.85 |
| 617 | \$33,935.00 |
| 7 | \$434.00 |
| 1 | \$2,705.00 |
| 1 | \$1,975.00 |
| 1 | \$5,730.00 |
| | \$104,607.35 |

| This Request | Total |
|--------------|--------------|
| Qty | |
| 0 | \$0.00 |
| 0 | \$0.00 |
| 641 | \$32,370.50 |
| 41.29 | \$27,457.85 |
| 617 | \$33,935.00 |
| 7 | \$434.00 |
| 1 | \$2,705.00 |
| 1 | \$1,975.00 |
| 1 | \$5,730.00 |
| | \$110,257.35 |

| Completed To Date | Total |
|-------------------|--------------|
| Qty | |
| 0 | \$0.00 |
| 0 | \$0.00 |
| 641 | \$32,370.50 |
| 41.29 | \$27,457.85 |
| 617 | \$33,935.00 |
| 7 | \$434.00 |
| 1 | \$2,705.00 |
| 1 | \$1,975.00 |
| 1 | \$5,730.00 |
| | \$104,607.35 |

Completed to Date:
 Retainage 2.5% \$993,597.60
 Subtotal: \$25,275.53
 Previous Application: \$968,322.07
 Amount Due This Application: \$616,110.56
\$952,211.51

Payment Request

Request for: Partial Payment No: 3 Date: 7/30/2024
 (Partial/Final)

Project: Mid Valley Drive Utility Relocation

Owner: Town of Lawrence

Contractor: PTS Contractors, Inc. - 4075 Eaton Road - Green Bay, WI 54311

Original Contract Amount as Bid: \$ 894,964.00

Net Add (Deduct) by Revised Quantities: _____

Net Add (Deduct) by Change Order: \$ 116,057.35

Total Contract This Date \$ 1,011,021.35

Value of Work Completed to Date: \$ 998,122.60

Less 5 Per Cent Retainage: (Of the first 50%) \$ 25,275.53

Net Total \$ 972,847.07

Project on Schedule: XX Yes No 99% Complete

Record of Previous Pay Requests:

| | | | |
|---|---------------|----|-------|
| 1 | \$ 178,246.34 | 6 | _____ |
| 2 | \$ 436,074.51 | 7 | _____ |
| 3 | _____ | 8 | _____ |
| 4 | _____ | 9 | _____ |
| 5 | _____ | 10 | _____ |

Amount Previously Billed \$ 614,320.85

Amount Due This Request \$ 358,526.22

This is to certify that, in accordance with the terms of the Contract, the Contractor is entitled to a payment in the amount requested.

By: *Mark Chelis*
 PTS Contractors, Inc.

Engineers Approval: By: _____

Date: 7/30/2024
 *See Attachments

Owner's Approval
 for Payment: By: _____

993,597.60

968,322.07

616,110.56

352,211.50

| Bid Item # | Description | Units | Scheduled | | Previous Request Totals | | This Request Totals | | Total Completed | | Balance to Finish | |
|------------|---|-------|-----------|--------------|-------------------------|----------|---------------------|----------|-----------------|----------|-------------------|---------------|
| | | | Qty | Unit Price | Amount | Qty | Amount | Qty | Amount | Qty | | Amount |
| 1 | Traffic Control | LS | 1 | \$ 10,835.75 | \$ 10,835.75 | 0.75 | \$ 8,126.81 | 0.25 | \$ 2,708.94 | 1.00 | \$ 10,835.75 | \$ - |
| 2 | Erosion Control (Silt Fence, Ditch Checks, Tracking Pad, E-Mat, Etc.) | LS | 1 | \$ 10,095.00 | \$ 10,095.00 | 1.00 | \$ 10,095.00 | | \$ - | 1.00 | \$ 10,095.00 | \$ - |
| 3 | Restoration - Temporary Seed (Est. 12,000 S.Y.) | LS | 1 | \$ 3,265.00 | \$ 3,265.00 | | \$ - | | \$ - | | \$ - | \$ 3,265.00 |
| 4 | 10 Inch Sanitary Sewer | LF | 1,153 | \$ 59.00 | \$ 68,027.00 | 1,174.00 | \$ 69,266.00 | | \$ - | 1,174.00 | \$ 69,266.00 | \$ (1,239.00) |
| 5 | 10 Inch Sanitary Sewer SDR-26 | LF | 1,180 | \$ 137.00 | \$ 161,660.00 | 1,181.00 | \$ 161,797.00 | | \$ - | 1,181.00 | \$ 161,797.00 | \$ (137.00) |
| 6 | 8 Inch Sanitary Sewer | LF | 1,125 | \$ 50.50 | \$ 56,812.50 | 862.00 | \$ 43,531.00 | 269.00 | \$ 13,584.50 | 1,131.00 | \$ 57,115.50 | \$ (303.00) |
| 7 | 6 Inch Sanitary Lateral | LF | 355 | \$ 57.00 | \$ 20,235.00 | 310.00 | \$ 17,670.00 | 41.00 | \$ 2,337.00 | 351.00 | \$ 20,007.00 | \$ 228.00 |
| 8 | 6 Inch Sanitary Riser | LF | 20 | \$ 184.00 | \$ 3,680.00 | 16.00 | \$ 2,944.00 | | \$ - | 16.00 | \$ 2,944.00 | \$ 736.00 |
| 9 | 4 Foot Diameter Sanitary Manhole | VF | 225 | \$ 665.00 | \$ 149,359.00 | 213.63 | \$ 142,063.95 | 10.11 | \$ 6,723.15 | 223.74 | \$ 148,787.10 | \$ 571.90 |
| 10 | Outside Drop Manhole | VF | 5 | \$ 855.00 | \$ 4,146.75 | 4.98 | \$ 4,257.90 | | \$ - | 4.98 | \$ 4,257.90 | \$ (111.15) |
| 11 | Clay Dam | EA | 4 | \$ 1,160.00 | \$ 4,640.00 | 3.00 | \$ 3,480.00 | 1.00 | \$ 1,160.00 | 4.00 | \$ 4,640.00 | \$ - |
| 12 | Additional Pipe Bedding (for Unstable Subgrade) | LF | 4,300 | \$ 0.04 | \$ 13.00 | | \$ - | | \$ - | | \$ - | \$ 13.00 |
| 13 | Slurry or Flowable Fill / Abandon Sewer | LF | 1,700 | \$ 5.10 | \$ 8,670.00 | | \$ - | 1,700.00 | \$ 8,670.00 | 1,700.00 | \$ 8,670.00 | \$ - |
| 14 | Abandon / Remove Manhole | EA | 4 | \$ 580.00 | \$ 2,320.00 | | \$ - | 4.00 | \$ 2,320.00 | 4.00 | \$ 2,320.00 | \$ - |

| Bid Item # | Description | Units | Scheduled | | Previous Request Totals | | This Request Totals | | Total Completed | | Balance to Finish | | |
|------------|--|-------|-----------|--------------|-------------------------|----------|---------------------|----------|-----------------|----------|-------------------|---------------|---------|
| | | | Qty | Unit Price | Amount | Qty | Amount | Qty | Amount | Qty | Amount | Amount | Qty |
| 15 | 12 Inch Water Main | LF | 3,200 | \$ 76.00 | \$ 243,200.00 | 1,400.00 | \$ 106,400.00 | 1,831.00 | \$ 139,156.00 | 3,231.00 | \$ 245,556.00 | \$ (2,356.00) | (31.00) |
| 16 | 8 Inch Water Main | LF | 230 | \$ 55.00 | \$ 12,650.00 | | \$ - | 103.00 | \$ 5,665.00 | 103.00 | \$ 5,665.00 | \$ 6,985.00 | 127.00 |
| 17 | 6 Inch Water Main | LF | 160 | \$ 62.00 | \$ 9,920.00 | 69.00 | \$ 4,278.00 | 103.00 | \$ 6,386.00 | 172.00 | \$ 10,664.00 | \$ (744.00) | (12.00) |
| 18 | 12 Inch Resilient Wedge Gate Valve | EA | 8 | \$ 4,715.00 | \$ 37,720.00 | 4.00 | \$ 18,860.00 | 3.00 | \$ 14,145.00 | 7.00 | \$ 33,005.00 | \$ 4,715.00 | 1.00 |
| 19 | 8 Inch Resilient Wedge Gate Valve | EA | 1 | \$ 2,705.00 | \$ 2,705.00 | | \$ - | 1.00 | \$ 2,705.00 | 1.00 | \$ 2,705.00 | \$ | - |
| 20 | 6 Inch Resilient Wedge Gate Valve | EA | 6 | \$ 1,975.00 | \$ 11,850.00 | 3.00 | \$ 5,925.00 | 3.00 | \$ 5,925.00 | 6.00 | \$ 11,850.00 | \$ | - |
| 21 | Hydrant | EA | 7 | \$ 5,730.00 | \$ 40,110.00 | 3.00 | \$ 17,190.00 | 4.00 | \$ 22,920.00 | 7.00 | \$ 40,110.00 | \$ | - |
| 22 | 6 Inch Hydrant Lead Bends | EA | 6 | \$ 425.00 | \$ 2,550.00 | 4.00 | \$ 1,700.00 | 8.00 | \$ 3,400.00 | 12.00 | \$ 5,100.00 | \$ (2,550.00) | (6.00) |
| 23 | Remove Hydrant | EA | 1 | \$ 580.00 | \$ 580.00 | | \$ - | 1.00 | \$ 580.00 | 1.00 | \$ 580.00 | \$ | - |
| 24 | Remove Valve | EA | 2 | \$ 175.00 | \$ 350.00 | | \$ - | 2.00 | \$ 350.00 | 2.00 | \$ 350.00 | \$ | - |
| 25 | Slurry or Flowable Fill / Abandon Water Main | LF | 1,700 | \$ 5.10 | \$ 8,670.00 | | \$ - | 1,700.00 | \$ 8,670.00 | 1,700.00 | \$ 8,670.00 | \$ | - |
| 26 | Tree Removal | AC | 1 | \$ 8,665.00 | \$ 8,665.00 | 1.00 | \$ 8,665.00 | | \$ - | 1.00 | \$ 8,665.00 | \$ | - |
| 27 | Grubbing | AC | 1 | \$ 12,235.00 | \$ 12,235.00 | 1.00 | \$ 12,235.00 | | \$ - | 1.00 | \$ 12,235.00 | \$ | - |
| CO1.1 | Field locate Water Main | LS | 1 | \$ 5,650.00 | \$ 5,650.00 | | \$ - | 1.00 | \$ 5,650.00 | 1.00 | \$ 5,650.00 | \$ | - |

CO#2 Extend Sanitary Sewer and Water Main to Krawczyk/Detrie Property Line

| | | | | | | | | | | | | | |
|-------|---|----|--------|-------------|--------------|--|------|--------|--------------|--------|--------------|---------------|--------|
| CO1.1 | Erosion Control (Silt Fence, Ditch Checks, Tracking Pad, E-Mat, Etc.) | VF | 1.00 | \$ 3,950.00 | \$ 3,950.00 | | \$ - | | \$ - | | \$ - | \$ 3,950.00 | 1.00 |
| CO1.2 | Restoration - Temporary Seed | LF | 1.00 | \$ 1,850.00 | \$ 1,850.00 | | \$ - | | \$ - | | \$ - | \$ 1,850.00 | 1.00 |
| CO1.3 | 8" Sanitary Sewer | | 641.00 | \$ 50.50 | \$ 32,370.50 | | \$ - | 641.00 | \$ 32,370.50 | 641.00 | \$ 32,370.50 | \$ - | - |
| CO1.4 | 4 Foot Diameter Sanitary Manhole | | 41.29 | \$ 665.00 | \$ 27,457.85 | | \$ - | 41.29 | \$ 27,457.85 | 41.29 | \$ 27,457.85 | \$ - | - |
| CO1.5 | 8 Inch Water Main | | 617.00 | \$ 55.00 | \$ 33,935.00 | | \$ - | 617.00 | \$ 33,935.00 | 617.00 | \$ 33,935.00 | \$ - | - |
| CO1.6 | 6 Inch Water Main | | 7.00 | \$ 62.00 | \$ 434.00 | | \$ - | 7.00 | \$ 434.00 | 7.00 | \$ 434.00 | \$ - | - |
| CO1.7 | 8 Inch R.W. Gate Valve | | 1.00 | \$ 2,705.00 | \$ 2,705.00 | | \$ - | 1.00 | \$ 2,705.00 | 1.00 | \$ 2,705.00 | \$ - | - |
| CO1.8 | 6 Inch R.W. Gate Valve | | 1.00 | \$ 1,975.00 | \$ 1,975.00 | | \$ - | 2.00 | \$ 3,950.00 | 2.00 | \$ 3,950.00 | \$ (1,975.00) | (1.00) |
| CO1.9 | Hydrant | | 1.00 | \$ 5,730.00 | \$ 5,730.00 | | \$ - | 1.00 | \$ 5,730.00 | 1.00 | \$ 5,730.00 | \$ - | - |

PTS Contractors, Inc.
 4075 Eaton Road - Green Bay, WI 54311
 Phone#: (920) 468-5277-Fax#: (920) 468-4087

Town of Lawrence
 Mid Valley Drive Utility Relocation
 Payment Request

Payment Request: **3**
 Date: 7/30/2024

| Bid Item # | Description | Units | Qty | Scheduled Unit Price | Previous Request Totals | | This Request Totals | | Total Completed | | Balance to Finish |
|------------|-------------|-------|-----|----------------------|-------------------------|--------|---------------------|--------|-----------------|-----------------|-------------------|
| | | | | | Qty | Amount | Qty | Amount | Qty | Amount | |
| | | | | | \$ 2,701,021.35 | | | | | \$ 998,122.60 | |
| | TOTALS | | | | \$ 638,484.66 | | \$ 359,637.94 | 37% | | \$ 1,702,898.75 | - |

993,597.60



Agenda Item Review

Meeting Date: August 5, 2024
Agenda Item#: 11 & 12

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzal, Town Administrator
AGENDA ITEM: **Change Order #10 & 11 – 2023 Sewer/Water Constr.-Superior- Paving / Pipe Bedding**

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? Yes, within TID 3 and contingency – Little Rapids Rd

Item History

Change orders #10 and #11 are presented for review.

We've had earlier change orders to account for additional pipe bedding stone along and near the deep sanitary sewer pipes in this project. Change order #10 is to account for an amount of stone reimbursement that McMahon agrees is appropriate for sewer along Mid Valley Drive.

As paving has been completed recently in the Little Rapids/Mid Valley Drive to south sections of road, there were additional areas of paving that we requested as part of the restoration in these areas, which would be improvements to what had been existing prior to this utility construction project.

McMahon has reviewed and drafted the requested change orders and recommends approval with Superior Sewer & Water for both:

- Change Order #10 – add: \$43,663.20 to contract to account for additional pipe bedding for deep sewer on Little Rapids Road.
- Change Order #11 – add: \$20,263.38 to contract for additional asphalt paving and related work requested by Town on Mid Valley Drive, south of Little Rapids to box culvert.

Recommended Action By Town Board

Recommend approval of Change Order #10 (\$43,663.20) and Change Order #11 (\$20,263.38) for 2023 Sewer & Water Main Construction with Superior Sewer & Water.

McMAHON

ENGINEERS ARCHITECTS

August 1, 2024

Town of Lawrence
2400 Shady Court
De Pere, WI 54115

Re: Town of Lawrence
2023 Sanitary Sewer & Water Main Construction
Change Orders #10 and #11
McM. No. L0017-09-23-00310

Enclosed herewith is Change Orders #10 and #11 for the above referenced project. Change Order #10 is an increase to the Contract in the amount of \$43,663.20. Change Order #11 is an increase to the Contract in the amount of \$20,263.38. The current Contract Price is \$2,146,353.38.

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

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

Respectfully,

McMahon Associates, Inc.


Matthew J. Greeley, P.E.
Executive Vice President E&I Division

MJG:car

Enclosure: Change Orders #10 and #11

McMAHON ASSOCIATES, INC.

TELEPHONE: 920.751.4200
 FAX: 920.751.4284

SUPERIOR SEWER AND WATER, INC.
 1801 Deer Trail
 Luxemburg, WI 54217

Contract No. L0017-09-23-00310
 Project File No. L0017-09-23-00310
 Change Order No. Ten (10)
 Issue Date: August 1, 2024
 Project: Town of Lawrence 2023 Sanitary Sewer & Water Main Construction

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

| | (Item Description) | (Price) |
|------|--|----------------------|
| 10.1 | Use of Additional Pipe Bedding Due to Poor Soils for Sanitary Sewer MH3 – MH6 (Minus 180-Ft Paid By Change Order #6) (Max. Depth 3-Ft, Max. Width 4.5-Ft) ((620 Tons x 3 x 4.5)/27) x 2 x \$16.95ADD | + \$10,509.00 |
| 10.2 | Use of Additional Pipe Bedding Due to Poor Soils for Sanitary Sewer on Mid Valley Dr. North MH3 – MH19 and Stub ((1,956 Tons x 3 x 4.5)/27) x 2 x \$16.95ADD | + \$33,154.20 |
| | | |
| | | |
| | TOTAL | + \$43,663.20 |

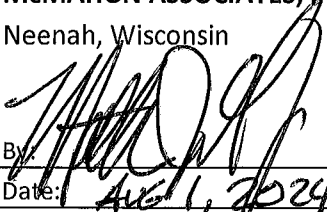
The Changes Result In The Following Adjustments:

| | CONTRACT PRICE | TIME |
|-----------------------------------|-----------------------|--------|
| Prior To This Change Order | <u>\$2,082,426.80</u> | - days |
| Adjustments Per This Change Order | <u>+ \$43,663.20</u> | 0 days |
| Current Contract Status | <u>\$2,126,090.00</u> | - days |

Recommended:
McMAHON ASSOCIATES, INC.
 Neenah, Wisconsin

Accepted:
SUPERIOR SEWER AND WATER, INC.
 Luxemburg, Wisconsin

Authorized:
TOWN OF LAWRENCE
 Brown County, Wisconsin

By: 
 Date: AUG 1, 2024

By: _____
 Date: _____

By: _____
 Date: _____

- OWNER Copy
- CONTRACTOR Copy
- ENGINEER Copy (Contract Copy)
- FILE COPY

Four (4) Copies Should Accompany This Change Order
Execute And Return To ENGINEER For Distribution



SUPERIOR SEWER AND WATER INC.

Mailing : 1801 Deer Trail Ct, Luxemburg, WI 54217
 Office/Shop: 2738 North County Road P, New Franken, WI 54229
 Chad Dorner Cell: 920-621-3504 / Tina Dorner Office Phone: 920-866-1449
 chaddorner@sswinc.net tinadorner@sswinc.net

Change Order Requested

6/12/2024 - 7-12-2024

LAWRANCE SANITARY SEWER & WATER CONSTRUCTION

Additional Stone Bedding

| Item | Description | Unit Type | EST QTY | Cost Per Unit | Totals |
|------|--|-----------|---------------|---------------|--------------|
| | Additional Stone Bedding due to poor soil conditions | | | | - |
| | | | | | - |
| | MH 3 to MH 7. 1,031 x3 x4.5 /27 x2 x 16.95 | Ton | 1,031.00 | \$ 16.95 | 17,475.45 |
| | MH 3 to MH 16. 800 x3 x4.5 /27 x2 x 16.95 | Ton | 800.00 | \$ 16.95 | 13,560.00 |
| | MH 16 to MH 18. 800 X 3 X 4.5 / 27 X 2 X 16.95 | Ton | 800.00 | \$ 16.95 | 13,560.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | \$ 44,595.45 |
| | Additional Bond cost | | | 2% | \$ 891.91 |
| | Admin / Overhead | | | 15% | \$ 6,689.32 |
| | | | Totals | | \$ 52,176.68 |

Print Name _____

Sign Name _____

Date ____/____/____

Thank you
 Chad Dorner
 President Chad Dorner
 Superior Sewer and Water Inc.

McMAHON ASSOCIATES, INC.

TELEPHONE: 920.751.4200
 FAX: 920.751.4284

SUPERIOR SEWER AND WATER, INC.
 1801 Deer Trail
 Luxemburg, WI 54217

Contract No. L0017-09-23-00310
 Project File No. L0017-09-23-00310
 Change Order No. Eleven (11)
 Issue Date: August 1, 2024
 Project: Town of Lawrence 2023 Sanitary Sewer & Water Main Construction

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

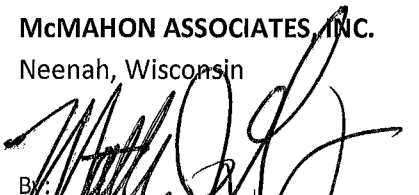
| | (Item Description) | (Price) |
|------|--|----------------------|
| 11.1 | Additional Asphalt Restoration as Requested by Town on Mid Valley Drive from Little Rapids Road to Box Culvert (Area from Box Culvert to Fabick and Patch on Little Rapids Road – Town Directly Invoiced by Northeast Asphalt \$16,272.57) 632 S.Y. @ \$27.60/S.Y.....ADD | + \$17,443.20 |
| 11.2 | Additional Asphalt Removal and Gravel Base Preparation Little Rapids Road and Mid Valley Drive 1,289.8 S.Y. @ \$2.10/S.Y.....ADD | + \$2,708.58 |
| 11.3 | Saw Cutting for Town Requested Asphalt Removal 62 L.F. @ \$1.80/L.F.ADD | + \$111.60 |
| | TOTAL | + \$20,263.38 |

The Changes Result In The Following Adjustments:

| | CONTRACT PRICE | TIME |
|-----------------------------------|-----------------------|---------------|
| Prior To This Change Order | <u>\$2,126,090.00</u> | <u>-</u> days |
| Adjustments Per This Change Order | <u>+ \$20,263.38</u> | <u>0</u> days |
| Current Contract Status | <u>\$2,146,353.38</u> | <u>-</u> days |

Recommended:

McMAHON ASSOCIATES, INC.
 Neenah, Wisconsin

By: 
 Date: Aug 11, 2024

Accepted:

SUPERIOR SEWER AND WATER, INC.
 Luxemburg, Wisconsin

By: _____
 Date: _____

Authorized:

TOWN OF LAWRENCE
 Brown County, Wisconsin

By: _____
 Date: _____

- OWNER Copy
- CONTRACTOR Copy
- ENGINEER Copy (Contract Copy)
- FILE COPY

Four (4) Copies Should Accompany This Change Order
Execute And Return To ENGINEER For Distribution



SUPERIOR SEWER AND WATER INC.

Mailing : 1801 Deer Trail Ct, Luxemburg, WI 54217

Office/Shop: 2738 North County Road P, New Franken, WI 54229

Chad Dorner Cell: 920-621-3504 / Tina Dorner Office Phone: 920-866-1449

chaddorner@sswinc.net tinadorner@sswinc.net

Change Order Request

7/12/2024

LAWRANCE SANITARY SEWER & WATER CONSTRUCTION

Additional Asphalt From Overpass to Fabric Site

| Item | Description | Unit Type | EST QTY | UNIT COST | Totals |
|------|--|-----------|----------|--------------|---------------------|
| | Additional Asphalt Request By Lawrance From Overpass to Fabric Site | SY | 1,315.80 | \$ 27.60 | 36,316.08 |
| | Additional Asphalt removal additional gravel for prepping | SY | 1,315.80 | \$ 2.10 | 2,763.18 |
| | Saw Cutting | LF | 62.00 | \$ 1.80 | 111.60 |
| | | | | | |
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| | | | | | |
| | | | | | |
| | Bond | | | 2% | \$ 783.82 |
| | Admin / Overhead | | | 15% | \$ 5,878.63 |
| | | | | Total | \$ 45,853.31 |

Print Name _____

Sign Name _____

Date ____/____/____

Thank you
 Chad Dorner
 President Chad Dorner
 Superior Sewer and Water Inc.

PAVEMENT QUANTITY TRACKING

| Location | area totals (sy) | | combined area |
|---|------------------|---------------|---|
| | Superior | Town | |
| AREAS SOUTH OF BOX CULVERT (THOUGH 6/2/24) | 1278.5 | 657.8 | 1936.3 |
| COST RESPONSIBILITY | | | |
| water trench south end Fabick area(62+80+/- to 73+40+/-) | 629 | 616 | |
| Beno area (north of original easement) (73+80+/- to 75+90+/-) | 70.2 | 21.4 | |
| hydrant (77+50+/- to 78+15+/-) | 24.3 | 7.2 | |
| 79+10 to 79+20+/- | 408 | 1.7 | |
| 2718 driveway including mailbox bump out | 120 | 0.5 | |
| 2718 lateral area | 27 | 11 | |
| AREAS BOX CULVERT TO LITTLE RAPIDS ROAD | 234 | 580 | |
| COST RESPONSIBILITY | | | |
| 89+60+/- to 92+90+/- | 234 | 580 | |
| AREAS LITTLE RAPIDS ROAD | 4535 | 52 | |
| COST RESPONSIBILITY | | | |
| 195+90+/- to 196+00+/- | | 52 | |
| 196+00+/- to 205+00+/- | 4500 | | |
| Shady Court (not measured-estimated) | | 35 | |
| AREAS MID VALLEY DRIVE N/O LITTLE RAPIDS RD | 6047.5 | 1289.8 | 632 |
| COST RESPONSIBILITY | | | |
| | | | amount to pay Superior for asphalt |
| | | | amount to pay Superior for removal and prep |

(Town invoiced by NEA for \$16272.57)



Agenda Item Review

Meeting Date: August 5, 2024
Agenda Item#: 13

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzal, Town Administrator
AGENDA ITEM: Consider Pay Request #9 – 2023 Sewer/Water Constr. – Superior - \$306,197.00

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? Yes, within TID 3 projects approved

Item History

Superior Sewer & Water has been continuing work on the 2023 Sewer & Water Construction project improvements, and has submitted pay requests for consideration.

McMahon has reviewed the request and recommends payment to Superior.

Recommended Action By Town Board

Recommend approval of Pay Request #9 for Little Rapids Subdivision with Superior Sewer & Water in the amount of \$306,197.00.



August 1, 2024

Town of Lawrence
2400 Shady Court
De Pere, WI 54113

Re: Town of Lawrence
2023 Sanitary Sewer & Water Main Construction
Certificate for Payment #9
McM. No. L0017-09-23-00310

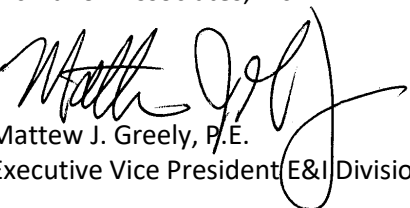
Enclosed herewith is Certificate for Payment #9 for the above referenced project. This Certificate is issued to Superior Sewer and Water, Inc. in the amount of \$306,197.00 for partial payment for work performed through July 26, 2024.

Please process the enclosed, and forward payment as noted in correspondence from Granite RE, Bonding Company of Superior Sewer and Water, Inc. The specific direction by Granite RE is to make the check payable to Superior Sewer and Water, Inc. but to mail the check to Granite RE.

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

Respectfully,

McMahon Associates, Inc.



Matthew J. Greely, P.E.
Executive Vice President E&I Division

MJG:car

cc: Superior Sewer and Water, Inc.

Enclosure: Certificate for Payment #9

McMAHON

ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.

1445 MCMAHON DRIVE PO BOX 1025
NEENAH, WI 54956 NEENAH, WI 54957-1025

TELEPHONE: 920.751.4200
FAX: 920.751.4284

CERTIFICATE FOR PAYMENT

TOWN OF LAWRENCE
2400 Shady Court
De Pere, WI 54115

Contract No. L0017-09-23-00310
Project File No. L0017-09-23-00310
Certificate No. Nine (9)
Issue Date: August 1, 2024
Project: Town of Lawrence 2023 Sanitary Sewer & Water Main Construction

This Is To Certify That, In Accordance With The Contract Documents Dated: November 1, 2023

SUPERIOR SEWER AND WATER, INC.
1801 Deer Trail
Luxemburg, WI 54217

Is Entitled To Partial Payment For Work Performed Through: July 26, 2024

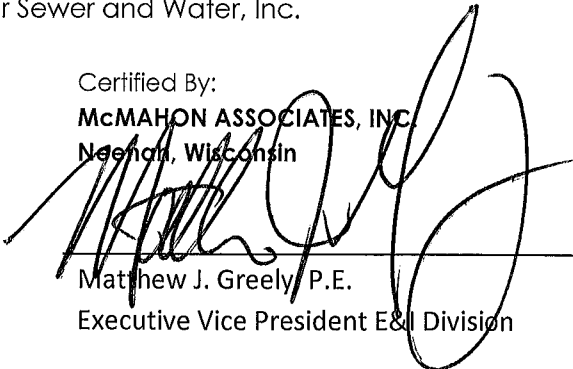
- Contractor's Application for Payment Attached
- Itemized Cost Breakdown Attached

| | | | |
|-------------------------|-----------------------|----------------------|-----------------------|
| Original Contract | <u>\$3,032,430.63</u> | Completed To Date | <u>\$2,012,048.38</u> |
| Net Change Orders | <u>- \$886,077.25</u> | Retainage 2.5% | <u>\$53,658.83</u> |
| Current Contract Amount | <u>\$2,146,353.38</u> | Subtotal | <u>\$1,958,389.55</u> |
| | | Previously Certified | <u>\$1,652,192.55</u> |

Amount Due This Payment: \$306,197.00

Please process and forward payment to Superior Sewer and Water, Inc.

Certified By:
McMAHON ASSOCIATES, INC.
Neenah, Wisconsin



Matthew J. Greely, P.E.
Executive Vice President E&I Division

CERTIFICATE FOR PAYMENT #9

TOWN OF LAWRENCE
2023 SANITARY SEWER & WATER MAIN CONSTRUCTION
 Contract No. L0017-09-23-00310

Engineer: McMAHON ASSOCIATES, INC.
 1445 McMahon Drive
 PO Box 1025
 Neenah, WI 54956 / 54957-1025

SUPERIOR SEWER AND WATER, INC.
 1801 Deer Trail
 Luxemburg, WI 54217

BASE BID | CONTRACT A - PACKERLAND DRIVE

| Item | Description | Qty | Unit | Bid Quantities | | Previous Requests | | This Request | | Completed To Date | |
|--|--|----------|------|----------------------|---------------------|-------------------|---------------------|--------------|------------|-------------------|-------------|
| | | | | Unit Price | Total | Qty | Total | Qty | Total | Qty | Total |
| A-1 | 8-Inch Sanitary Sewer | 2494.00 | L.F. | \$99.500 | \$249,400.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| A-2 | 8-Inch Sanitary Sewer-DR-26 | 2494.00 | L.F. | \$195.975 | \$490,400.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| A-3 | 6 Inch Sanitary Riser | 30.00 | V.F. | \$70.000 | \$2,100.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| A-3a | 6 Inch Sanitary Riser (Materials and Storage) | 30.00 | V.F. | \$20.650 | \$619.500 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| A-3ab | 6 Inch Sanitary Riser (Install Only) | 30.00 | V.F. | \$49.350 | \$1,480.500 | 42.88 | \$2,116.13 | 0.00 | \$0.00 | 42.88 | \$2,116.13 |
| A-4 | 6 Inch Sanitary Lateral | 50.00 | L.F. | \$70.000 | \$3,500.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| A-4a | 6 Inch Sanitary Lateral (Materials and Storage) | 50.00 | L.F. | \$31.610 | \$1,580.500 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| A-4ab | 6 Inch Sanitary Lateral (Install Only) | 50.00 | L.F. | \$38.390 | \$1,919.500 | 73.00 | \$2,802.47 | 0.00 | \$0.00 | 73.00 | \$2,802.47 |
| A-5 | 4 Foot Diameter Sanitary Manholes | 69.53 | V.F. | \$500.000 | \$34,765.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| A-5a | 4 Foot Diameter Sanitary Manholes (Materials and Storage castings) | 69.53 | V.F. | \$2,952.000 | \$205,200.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| A-5ab | 4 Foot Diameter Sanitary Manholes (Install Only) | 69.53 | V.F. | \$457.544 | \$31,813.000 | 72.53 | \$33,185.63 | 0.00 | \$0.00 | 72.53 | \$33,185.63 |
| A-6 | Internal Manhole Drop | 1.00 | Ea. | \$0.010 | \$0.010 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| A-7 | 12 Inch Water Main | 1,500.00 | L.F. | \$79.750 | \$119,625.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| A-7a | 12 Inch Water Main (Materials and Storage) | 1,500.00 | L.F. | \$49.400 | \$74,100.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| A-7ab | 12 Inch Water Main (Install Only) | 1,500.00 | L.F. | \$30.350 | \$45,525.000 | 1,385.00 | \$42,034.75 | 0.00 | \$0.00 | 1,385.00 | \$42,034.75 |
| A-8 | 6 Inch Water Main | 20.00 | L.F. | \$50.250 | \$1,005.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| A-8a | 6 Inch Water Main (Materials and Storage) | 20.00 | L.F. | \$22.100 | \$442.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| A-8ab | 6 Inch Water Main (Install Only) | 20.00 | L.F. | \$28.150 | \$563.000 | 19.00 | \$534.85 | 0.00 | \$0.00 | 19.00 | \$534.85 |
| A-9 | 12 Inch R.W. Gate Valves | 2.00 | Ea. | \$4,629.000 | \$9,258.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| A-9a | 12 Inch R.W. Gate Valves (Materials and Storage) | 2.00 | Ea. | \$4,344.000 | \$8,688.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| A-9ab | 12 Inch R.W. Gate Valves (Install Only) | 2.00 | Ea. | \$285.000 | \$570.000 | 2.00 | \$570.00 | 0.00 | \$0.00 | 2.00 | \$570.00 |
| A-10 | 6 Inch R.W. Gate Valves | 2.00 | Ea. | \$1,994.000 | \$3,988.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| A-10a | 6 Inch R.W. Gate Valves (Materials and Storage) | 2.00 | Ea. | \$1,761.000 | \$3,522.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| A-10ab | 6 Inch R.W. Gate Valves (Install Only) | 2.00 | Ea. | \$233.000 | \$466.000 | 2.00 | \$466.00 | 0.00 | \$0.00 | 2.00 | \$466.00 |
| A-11 | Salvage and Relocate Hydrant, Valve and Reducer | 1.00 | Ea. | \$2,197.000 | \$2,197.000 | 1.00 | \$2,197.00 | 0.00 | \$0.00 | 1.00 | \$2,197.00 |
| A-12 | Hydrant | 2.00 | Ea. | \$5,070.000 | \$10,140.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| A-12a | Hydrant (Materials and Storage) | 2.00 | Ea. | \$4,679.000 | \$9,358.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| A-12ab | Hydrant (Install Only) | 2.00 | Ea. | \$391.000 | \$782.000 | 2.00 | \$782.00 | 0.00 | \$0.00 | 2.00 | \$782.00 |
| A-13 | 2 Inch Corporation Curb Stop and Stop Box | 2.00 | Ea. | \$1,273.000 | \$2,546.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| A-13a | 2 Inch Corporation Curb Stop and Stop Box (Materials and S | 2.00 | Ea. | \$1,055.000 | \$2,110.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| A-13ab | 2 Inch Corporation Curb Stop and Stop Box (Install Only) | 2.00 | Ea. | \$218.000 | \$436.000 | 2.00 | \$436.00 | 0.00 | \$0.00 | 2.00 | \$436.00 |
| A-14 | 2 Inch Poly Water Service | 35.00 | L.F. | \$41.000 | \$1,435.000 | 33.00 | \$1,353.00 | 0.00 | \$0.00 | 33.00 | \$1,353.00 |
| A-15 | Water Valve Manhole (Including Valve and Accessories) | 1.00 | Ea. | \$10,800.000 | \$10,800.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| A-15a | Water Valve Manhole (Including Valve and Accessories) (M | 1.00 | Ea. | \$4,901.000 | \$4,901.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| A-15ab | Water Valve Manhole (Including Valve and Accessories) (In | 1.00 | Ea. | \$5,899.000 | \$5,899.000 | 1.00 | \$5,899.00 | 0.00 | \$0.00 | 1.00 | \$5,899.00 |
| A-16 | Salvage and Reset Culvert | 2.00 | Ea. | \$1,128.000 | \$2,256.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| A-17 | Restoration - Seeding, Fertilizer, Mulch (Est. 4,100 S.Y.) | 1.00 | L.S. | \$8,200.000 | \$8,200.000 | 1.00 | \$8,200.00 | 0.00 | \$0.00 | 1.00 | \$8,200.00 |
| A-18 | Restoration - Seeding, Fertilizer, E-Mat (Est. 700 S.Y.) | 1.00 | L.S. | \$2,000.000 | \$2,000.000 | 1.00 | \$2,000.00 | 0.00 | \$0.00 | 1.00 | \$2,000.00 |
| A-19 | Restoration - Roadway (Including HMA, Gravel Shoulders, C | 1.00 | L.S. | \$11,200.000 | \$11,200.000 | 0.75 | \$8,400.00 | 0.25 | \$2,800.00 | 1.00 | \$11,200.00 |
| A-20 | Tracking Pad | 2.00 | Ea. | \$1,000.000 | \$2,000.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| A-21 | Silt Fence | 200.00 | L.F. | \$4.500 | \$900.000 | 1,150.00 | \$5,175.00 | 0.00 | \$0.00 | 1,150.00 | \$5,175.00 |
| A-22 | Ditch Checks | 6.00 | Ea. | \$200.000 | \$1,200.000 | 2.00 | \$400.00 | 0.00 | \$0.00 | 2.00 | \$400.00 |
| A-23 | Traffic Control | 1.00 | L.S. | \$11,100.000 | \$11,100.000 | 1.00 | \$11,100.00 | 0.00 | \$0.00 | 1.00 | \$11,100.00 |
| TOTAL (Items A-1 through A-23, Inclusive) | | | | \$371,150.510 | \$127,651.83 | \$2,800.00 | \$130,451.83 | | | | |

BASE BID | CONTRACT B - FRENCH COURT

TOTAL (Items B-1 through B-23, Inclusive)

\$0.00

CERTIFICATE FOR PAYMENT #9

TOWN OF LAWRENCE
 2023 SANITARY SEWER & WATER MAIN CONSTRUCTION
 Contract No. L0017-09-23-00310

Engineer: McMAHON ASSOCIATES, INC.
 1445 McMahan Drive
 PO Box 1025
 Neenah, WI 54956 / 54957-1025

SUPERIOR SEWER AND WATER, INC.
 1801 Deer Trail
 Luxemburg, WI 54217

SUPPLEMENTAL BID 1 - CONTRACT C | Mid Valley Road Sanitary Sewer / Water Main - North of Little Rapids Road

| Item | Description | Qty | Unit | Bid Quantities | | Previous Requests | | This Request | | Completed To Date | |
|--|--|----------|------|----------------------|---------------|---------------------|--------------|---------------------|-------------|---------------------|--------------|
| | | | | Unit Price | Total | Qty | Total | Qty | Total | Qty | Total |
| S1-1 | 10 Inch Sanitary Sewer DR 26 | 1,721.00 | L.F. | \$122.00 | \$209,962.00 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-1a | 10 Inch Sanitary Sewer DR 26 (Materials and Storage) | 1,721.00 | L.F. | \$21.850 | \$37,603.850 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-1ab | 10 Inch Sanitary Sewer DR 26 (Install Only) | 1,721.00 | L.F. | \$100.150 | \$172,358.150 | 1,042.00 | \$104,356.30 | 679.00 | \$68,001.85 | 1,721.00 | \$172,358.15 |
| S1-2 | 8 Inch Sanitary Sewer | 454.00 | L.F. | \$66.000 | \$29,964.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-2a | 8 Inch Sanitary Sewer (Materials and Storage) | 454.00 | L.F. | \$10.920 | \$4,957.680 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-2ab | 8 Inch Sanitary Sewer (Install Only) | 454.00 | L.F. | \$55.080 | \$25,006.320 | 0.00 | \$0.00 | 360.00 | \$19,828.80 | 360.00 | \$19,828.80 |
| S1-3 | 8 Inch Sanitary Sewer DR 26 | 59.00 | L.F. | \$112.000 | \$6,608.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-3a | 8 Inch Sanitary Sewer DR 26 (Materials and Storage) | 59.00 | L.F. | \$14.830 | \$874.970 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-3ab | 8 Inch Sanitary Sewer DR 26 (Install Only) | 59.00 | L.F. | \$97.170 | \$5,733.030 | 0.00 | \$0.00 | 59.00 | \$5,733.03 | 59.00 | \$5,733.03 |
| S1-4 | 4 Foot Diameter Sanitary Manholes | 153.93 | V.F. | \$450.000 | \$69,268.500 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-4a | 4 Foot Diameter Sanitary Manholes (Materials and Storage castings) | 153.93 | V.F. | \$738.000 | \$4,428.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-4ab | 4 Foot Diameter Sanitary Manholes (Install Only) | 153.93 | V.F. | \$421.234 | \$64,840.500 | 73.57 | \$30,990.16 | 65.36 | \$27,531.83 | 138.93 | \$58,521.99 |
| S1-5 | 4 Foot Diameter Sanitary Manholes (Outside Drop) | 9.54 | V.F. | \$679.000 | \$6,477.660 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-5a | 4 Foot Diameter Sanitary Manholes (Outside Drop) (Material) | 9.54 | V.F. | \$647.920 | \$6,181.160 | 0.00 | \$0.00 | 9.54 | \$6,181.16 | 9.54 | \$6,181.16 |
| S1-5ab | 4 Foot Diameter Sanitary Manholes (Outside Drop) (Install Only) | 9.54 | V.F. | \$21.080 | \$200.500 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-6 | 12 Inch Water Main | 2,200.00 | L.F. | \$79.500 | \$174,900.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-6a | 12 Inch Water Main (Materials and Storage) | 2,200.00 | L.F. | \$48.720 | \$107,184.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-6ab | 12 Inch Water Main (Install Only) | 2,200.00 | L.F. | \$30.780 | \$67,716.000 | 62.00 | \$1,908.36 | 80.00 | \$2,462.40 | 142.00 | \$4,370.76 |
| S1-7 | 6 Inch Water Main | 24.00 | L.F. | \$40.000 | \$960.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-7a | 6 Inch Water Main (Materials and Storage) | 24.00 | L.F. | \$13.300 | \$319.200 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-7ab | 6 Inch Water Main (Install Only) | 24.00 | L.F. | \$26.700 | \$640.800 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-8 | 12 Inch R.W. Gate Valves | 4.00 | Ea. | \$4,629.000 | \$18,516.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-8a | 12 Inch R.W. Gate Valves (Materials and Storage) | 4.00 | Ea. | \$4,344.000 | \$17,376.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-8ab | 12 Inch R.W. Gate Valves (Install Only) | 4.00 | Ea. | \$285.000 | \$1,140.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-9 | 6 Inch R.W. Gate Valves | 4.00 | Ea. | \$1,994.000 | \$7,976.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-9a | 6 Inch R.W. Gate Valves (Materials and Storage) | 4.00 | Ea. | \$1,761.000 | \$7,044.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-9ab | 6 Inch R.W. Gate Valves (Install Only) | 4.00 | Ea. | \$233.000 | \$932.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-10 | Hydrant | 4.00 | Ea. | \$5,070.000 | \$20,280.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-10a | Hydrant (Materials and Storage) | 4.00 | Ea. | \$4,679.000 | \$18,716.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-10ab | Hydrant (Install Only) | 4.00 | Ea. | \$391.000 | \$1,564.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-11 | 6 Inch Hydrant Lead Bends | 4.00 | Ea. | \$458.000 | \$1,832.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-11a | 6 Inch Hydrant Lead Bends (Materials and Storage) | 4.00 | Ea. | \$256.000 | \$1,024.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-11ab | 6 Inch Hydrant Lead Bends (Install Only) | 4.00 | Ea. | \$202.000 | \$808.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-12 | Salvage and Replace 18 Inch Culvert (New) | 100.00 | L.F. | \$45.000 | \$4,500.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-12a | Salvage and Replace 18 Inch Culvert (New) (Materials and S | 100.00 | L.F. | \$17.200 | \$1,720.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-12ab | Salvage and Replace 18 Inch Culvert (New) (Install Only) | 100.00 | L.F. | \$27.800 | \$2,780.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-13 | 18 Inch Metal Endwall | 6.00 | Ea. | \$250.000 | \$1,500.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-13a | 18 Inch Metal Endwall (Materials and Storage) | 6.00 | Ea. | \$130.000 | \$780.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-13ab | 18 Inch Metal Endwall (Install Only) | 6.00 | Ea. | \$120.000 | \$720.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-14 | Erosion Control - Tracking Pad, Ditch Checks and Silt Fence | 1.00 | L.S. | \$2,500.000 | \$2,500.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-15 | Restoration - Topsoil, Seed, Fertilizer, Mulch (Est. 8,000 S.Y. | 1.00 | L.S. | \$14,516.000 | \$14,516.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-16 | Restoration - Topsoil, Seed, Fertilizer, E-Mat Class 1 - Type I | 1.00 | L.S. | \$5,600.000 | \$5,600.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-17 | Restoration Roadway - HMA - Roadway and Driveways (Incl | 1.00 | L.S. | \$10,691.000 | \$10,691.000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| S1-18 | Traffic Control | 1.00 | L.S. | \$3,000.000 | \$3,000.000 | 0.75 | \$2,250.00 | 0.00 | \$0.00 | 0.75 | \$2,250.00 |
| TOTAL (Items S1-1 through S1-18, Inclusive) | | | | \$589,051.160 | | \$139,504.82 | | \$129,739.07 | | \$269,243.89 | |

CERTIFICATE FOR PAYMENT #9

TOWN OF LAWRENCE
2023 SANITARY SEWER & WATER MAIN CONSTRUCTION
Contract No. L0017-09-23-00310

Engineer: McMAHON ASSOCIATES, INC.
1445 McMahon Drive
PO Box 1025
Neenah, WI 54956 / 54957-1025

SUPERIOR SEWER AND WATER, INC.
1801 Deer Trail
Luxemburg, WI 54217

SUPPLEMENTAL BID 3 - CONTRACT C | Offsite Fill

| Item | Description | Qty | Unit | Bid Quantities | | Previous Requests | | This Request | | Completed To Date | |
|--|--|-----------|------|----------------|---------------------|-------------------|--------------------|--------------|---------------|-------------------|--------------------|
| | | | | Unit Price | Total | Qty | Total | Qty | Total | Qty | Total |
| S3-1 | Hauling and Grading (Town Owned Offsite Fill) | 13,000.00 | C.Y. | \$2,960 | \$38,480,000 | 16,660.00 | \$49,313.60 | 0.00 | \$0.00 | 16,660.00 | \$49,313.60 |
| S3-2 | Internal Lot Restoration Stockpile Site with Alfalfa Mix | 2.00 | Ac. | \$378,000 | \$756,000 | 0.50 | \$189,000 | 0.00 | \$0.00 | 0.50 | \$189,000 |
| TOTAL (Items S3-1 through S3-2 Inclusive) | | | | | \$39,236,000 | | \$49,502,60 | | \$0.00 | | \$49,502,60 |

ALTERNATE BID AA - CONTRACT A | Sewer Upsizing Packerland Drive

| Item | Description | Qty | Unit | Bid Quantities | | Previous Requests | | This Request | | Completed To Date | |
|---|--|-----------|------|----------------|------------------------|-------------------|-----------------------|--------------|---------------------|-------------------|-----------------------|
| | | | | Unit Price | Total | Qty | Total | Qty | Total | Qty | Total |
| AA-1 | 10 inch Sanitary Sewer | 371.00 | L.F. | \$96,000 | \$35,616,000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| AA-1a | 10 inch Sanitary Sewer (Materials and Storage) | 371.00 | L.F. | \$17,570 | \$6,518,470 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| AA-1ab | 10 inch Sanitary Sewer (Install Only) | 371.00 | L.F. | \$78,430 | \$29,097,530 | 371.00 | \$29,097,53 | 0.00 | \$0.00 | 371.00 | \$29,097,53 |
| AA-2 | 10 inch Sanitary Sewer DR 26 | 1,040.00 | L.F. | \$114,000 | \$118,560,000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| AA-2a | 10 inch Sanitary Sewer DR 26 (Materials and Storage) | 1,040.00 | L.F. | \$23,490 | \$24,429,600 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| AA-2ab | 10 inch Sanitary Sewer DR 26 (Install Only) | 1,040.00 | L.F. | \$90,510 | \$94,130,400 | 1,040.00 | \$94,130,40 | 0.00 | \$0.00 | 1,040.00 | \$94,130,400 |
| AA-3 | 4 Foot Diameter Sanitary Manholes (Additional Vertical Foc | 4.27 | V.F. | \$281,000 | \$1,199,870 | 4.27 | \$1,199,87 | 0.00 | \$0.00 | 4.27 | \$1,199,87 |
| AA-4 | DEDUCT 8 inch Sanitary Sewer | -1,171.00 | L.F. | \$90,500 | \$105,975,500 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| AA-5 | DEDUCT 8 inch Sanitary Sewer DR 26 | -240.00 | L.F. | \$104,000 | \$24,960,000 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| TOTAL (Items AA-1 through AA-5, Inclusive) | | | | | \$24,440,370 | | \$124,427,80 | | \$0.00 | | \$124,427,80 |
| TOTAL CONTRACT AWARD | | | | | \$3,032,430,630 | | \$1,668,138,27 | | \$243,868,57 | | \$1,912,006,84 |

CHANGE ORDER

| Item | Description | Qty | Unit | Bid Quantities | | Previous Requests | | This Request | | Completed To Date | |
|------|--|----------|------|----------------|---------------------|-------------------|--------------------|--------------|---------------|-------------------|--------------------|
| | | | | Unit Price | Total | Qty | Total | Qty | Total | Qty | Total |
| 1.1 | Remove Contract B - French Court | 1.00 | L.S. | \$172,104,500 | \$172,104,500 | 0.00 | \$0.00 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| 2.1 | Use of Geotextile Fabric (Type SAS) both in the Town portion and WisDot portion of Little Rapids Road along with an additional 12" of 3" breaker in the Town portion from Shady Court to existing 24" CMP east of French Road 202+85+/-. | 510.00 | SY | \$2,880 | \$1,468,800 | 510.00 | \$1,468,80 | 0.00 | \$0.00 | 510.00 | \$1,468,80 |
| | Town Portion Geotextile Fabric (Type SAS) | 2,150.00 | SY | \$2,880 | \$6,192,000 | 1,963.97 | \$5,656,23 | 0.00 | \$0.00 | 1,963.97 | \$5,656,23 |
| | WisDOT Portion Geotextile Fabric (Type SAS) | 510.00 | SY | \$11,500 | \$5,865,000 | 510.00 | \$5,865,00 | 0.00 | \$0.00 | 510.00 | \$5,865,00 |
| | Added 12" of 3" Breaker | | | | | | | 0.00 | \$0.00 | | |
| | TOTAL C.O. #2 | | | | \$13,525,800 | | \$12,990,03 | | \$0.00 | | \$12,990,03 |
| 3.1 | Stored Materials to be paid by Owner (see attached pdf) Reduction in payment to the contractor for stored materials paid by the owner. | | | | \$814,550,050 | | \$814,550,050 | 0.00 | \$0.00 | 0.00 | \$0.00 |
| 4.1 | Additional pipe bedding stone due to poor soils (Little Rapids Rd MH1-MH2 and French Road) | 506.01 | Ton | \$16,950 | \$8,576,703 | 506.01 | \$8,576,70 | 0.00 | \$0.00 | 506.01 | \$8,576,70 |
| | TOTAL C.O. #4 | | | | \$8,576,703 | | \$8,576,70 | | \$0.00 | | \$8,576,70 |
| 5.1 | Use of Additional pipe bedding due to poor soils for 15" sanitary on Little Rapids (max depth 3' max width 4.5') estimated at ((650*3*4.5)/27)*2 | 550.00 | Ton | \$16,950 | \$9,322,500 | 550.00 | \$9,322,50 | 0.00 | \$0.00 | 550.00 | \$9,322,50 |
| | TOTAL C.O. #5 | | | | \$9,322,500 | | \$9,322,50 | | \$0.00 | | \$9,322,50 |
| 6.1 | Use of Additional pipe bedding due to poor soils for 12" sanitary on Mid Valley (max depth 3' max width 4.5') estimated at ((180*3*4.5)/27)*2 | 180.00 | Ton | \$16,950 | \$3,051,000 | 180.00 | \$3,051,00 | 0.00 | \$0.00 | 180.00 | \$3,051,00 |
| | TOTAL C.O. #6 | | | | \$3,051,000 | | \$3,051,00 | | \$0.00 | | \$3,051,00 |
| 7.1 | Additional Topsoil Stripping at Fill Site | 1,583.00 | C.Y. | \$2,960 | \$4,685,680 | 1,583.00 | \$4,685,68 | 0.00 | \$0.00 | 1,583.00 | \$4,685,68 |
| | TOTAL C.O. #7 | | | | \$4,685,680 | | \$4,685,68 | | \$0.00 | | \$4,685,68 |
| 8.1 | Town paid for incidental materials for Little Rapids Road HWY crossing DEDUCT | 1.00 | L.S. | \$2,510,960 | \$2,510,960 | 1.00 | \$2,510,96 | 0.00 | \$0.00 | 1.00 | \$2,510,96 |
| | TOTAL C.O. #8 | | | | \$2,510,960 | | \$2,510,96 | | \$0.00 | | \$2,510,96 |

9.1.1 Contract Time Extension (pending)
Supplemental Bid 1 - Contract C - Completion date adjusted to July 31, 2024 per attached Contractor supplied schedule. Time adjustment is for Supplemental Bid 1 - Contract C (Mid Valley Road Sanitary Sewer/Water Main-North of Little Rapids Road) only.

9.1.2 ALL other portions of the Contract completion dates remain in effect (i.e., June 28, 2024 Substantial Completion and July 26, 2024 Final Completion).

| | | | | | | | | | | | |
|------|--|----------|-----|----------|---------------------|------|---------------|----------|--------------------|----------|--------------------|
| 10.1 | Use of Additional pipe bedding due to poor soils for sanitary on Mid Valley from MH 3 to MH 6 minus 180 LF previously paid in CO (max depth 3' max width 4.5') = ((620*3*4.5)/27)*2 | 620.00 | Ton | \$16,950 | \$10,509,000 | 0.00 | \$0.00 | 620.00 | \$10,509,00 | 620.00 | \$10,509,00 |
| 10.2 | Use of Additional pipe bedding due to poor soils for sanitary on Mid Valley north from MH 3 to MH 19 and stub depth 3' max width 4.5') estimated at ((1956*3*4.5)/27)*2 | 1,956.00 | Ton | \$16,950 | \$33,154,200 | 0.00 | \$0.00 | 1,956.00 | \$33,154,20 | 1,956.00 | \$33,154,20 |
| | TOTAL C.O. #10 | | | | \$43,663,200 | | \$0.00 | | \$43,663,20 | | \$43,663,20 |
| 11.1 | Additional asphalt restoration as requested by the Town on Mid Valley Dr from Little Rapids Road to box culvert, and patch on Little rapids Road (area from box culvert to Fabrick was direct invoiced by NEA \$16,272.57) | 632.00 | SY | \$27,600 | \$17,443,200 | 0.00 | \$0.00 | 632.00 | \$17,443,20 | 632.00 | \$17,443,20 |
| 11.2 | Additional asphalt removal (all areas removed by Superior) | 1,289.80 | SY | \$2,100 | \$2,708,580 | 0.00 | \$0.00 | 1,289.80 | \$2,708,58 | 1,289.80 | \$2,708,58 |
| 11.3 | Saw cutting for asphalt removal | 62.00 | LF | \$1,800 | \$111,600 | 0.00 | \$0.00 | 62.00 | \$111,60 | 62.00 | \$111,60 |
| | TOTAL C.O. #11 | | | | \$20,263,38 | | \$0.00 | | \$20,263,38 | | \$20,263,38 |

| | | | | | | | | | | | |
|-------------------------------|--|--|--|--|------------------------|--|-----------------------|--|---------------------|--|-----------------------|
| TOTAL CHANGE ORDER | | | | | \$886,077,247 | | \$36,114,96 | | \$63,926,58 | | \$100,041,54 |
| CURRENT CONTRACT TOTAL | | | | | \$2,146,353,383 | | \$1,704,253,22 | | \$307,795,15 | | \$2,012,048,38 |

| | |
|-------------------------------------|---------------------|
| Completed to Date: | \$2,012,048.38 |
| Retainage: | \$53,658.83 |
| Subtotal: | \$1,958,389.55 |
| Previously paid: | \$1,652,192.55 |
| Amount Due This Application: | \$306,197.00 |

LAWRANCE SANITARY SEWER & WATER CONSTRUCTION

Date: 7-26-2024
 Contractor: Superior Sewer and Water, Inc.
 Town of Lawrence, 2400 Shady Court, De Pere, WI 54115.

APPLICATION FOR PAYMENT

Change Order Summary

| Approved Change Orders | Additions | Deductions |
|-------------------------------------|----------------------|------------------------|
| CO #1 | \$ - | \$ 172,104.50 |
| CO #2 | \$ 7,660.80 | \$ - |
| CO #2.1 | \$ 5,865.00 | \$ - |
| CO #3 | \$ - | \$ 814,550.05 |
| CO #4 | \$ 8,576.70 | \$ - |
| CO #5 | \$ 9,322.50 | \$ - |
| CO #6 | \$ 3,051.00 | \$ - |
| CO #7 | \$ 4,685.68 | \$ - |
| CO #8 | \$ - | \$ 2,510.96 |
| CO #9 | \$ 45,853.63 | \$ - |
| CO #10 | \$ 52,176.68 | \$ - |
| CO #11 | \$ - | \$ - |
| Total | \$ 137,191.99 | \$ (989,165.51) |
| NET CHANGE BY CHANGE ORDERS: | \$ | \$ (851,973.52) |

1. ORIGINAL CONTRACT PRICE: \$3,032,430.63
2. Net change by Change Orders and Written Amendments (+ or -): -\$854,973.52
3. CURRENT CONTRACT PRICE (Line 1 plus Line 2): 2,177,457.11
4. Total completed and stored to date Column F-G-H-I-J-K-M on Progress Estim: \$2,060,226.88
5. Retainage (per Agreement): 53658.83 \$54,511.73
- a. Work Completed - Column H (95% up to 50% of Contract or 2.5% of 100% of Contract \$54,511.43

CONTRACT EXTENSION APPROVED
 NOT REVISABLE

6. AMOUNT ELIGIBLE TO DATE (Line 4 minus 5): 2012048,388 \$2,005,715.45
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application): \$1,652,192.55
8. AMOUNT DUE THIS APPLICATION (Line 6 minus Line 7): 306196.99 \$353,522.90

Payment of:

\$353,522.90

(Line 8 or other - attach explanation of other amount)

is recommended by: Superior Sewer and Water Inc. Date: 7-26-2024
 (Contractor)

is recommended by: McMahon Associates, Inc. Date:
 (Engineer)

is recommended by: Town of Lawrence Date:
 (Owner)

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under Contract have been applied on account. Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said work or otherwise listed in or covered by this Application for Payment has been dispersed. Interest and admin fees will apply to all or any late payments per contract documents. Work that is completed and not listed to previous or current pay request due to engineer or own will have interest applied to end totals before project closeout. By signing pay application SSW is accepting amount in line 8. as payment for this application.

By: Chad Dorner Date: 7-26-2024

Chad Dorner

Date: 7-26-2024

| | | | | | | | | | | | | | | | | | | | | | | |
|--|---|------|----------|--------------|-----------------|---------------|---------------|---------------|---------------|---------------|-----------|---------------|--------------|---------------|---------------|-----------------|--------------|--------------------------|-----------------|--------------|---------------|---------|
| C-27 | 6 Inch Hydrant Lead Bends | Ea. | 8.00 | \$ 202.00 | \$ 458.00 | \$ 3,664.00 | \$ - | \$ 202.00 | \$ - | \$ 202.00 | \$ 202.00 | \$ 404.00 | \$ 202.00 | # | \$ - | - | 256.00 | \$ (2,048.00) | 6.00 | \$ 1,212.00 | 75.00% | |
| C-28 | 2 Inch Incorporation Curb Stop and Stop Box | Ea. | 1.00 | \$ 218.00 | \$ 1,273.00 | \$ 1,273.00 | \$ - | \$ - | \$ - | \$ 218.00 | \$ - | \$ - | \$ - | # | \$ - | - | 1,055.00 | \$ (1,055.00) | 1.00 | \$ 218.00 | 100.00% | |
| C-29 | 2 Inch Poly Water Service | L.F. | 60.00 | \$ 41.00 | \$ 41.00 | \$ 2,460.00 | \$ - | \$ - | \$ - | \$ 2,460.00 | \$ - | \$ - | \$ - | # | \$ - | - | - | \$ - | 60.00 | \$ 2,460.00 | 100.00% | |
| C-30 | Water Valve Manhole (Including Valve and Accessories) | Ea. | 1.00 | \$ 5,899.00 | \$ 10,800.00 | \$ 10,800.00 | \$ - | \$ - | \$ - | \$ 5,899.00 | \$ - | \$ - | \$ - | # | \$ - | - | 4,901.00 | \$ (4,901.00) | 1.00 | \$ 5,899.00 | 100.00% | |
| C-31 | Insulation | L.F. | 40.00 | \$ 10.00 | \$ 10.00 | \$ 400.00 | \$ - | \$ 230.00 | \$ - | \$ 640.00 | \$ - | \$ - | \$ - | # | \$ - | - | - | \$ - | 87.00 | \$ 870.00 | 217.50% | |
| C-32 | 1-41 Crossing (Little Rapids Road) Sanitary Sewer and Water Main | L.S. | 1.00 | \$ 0.01 | \$ 0.01 | \$ 0.01 | \$ - | \$ - | \$ 0.01 | \$ - | \$ - | \$ - | \$ - | # | \$ - | - | - | \$ - | 1.00 | \$ 0.01 | 100.00% | |
| C-33 | Creek Crossing Sanitary Sewer and Water Main | L.S. | 1.00 | \$ 0.01 | \$ 0.01 | \$ 0.01 | \$ - | \$ - | \$ - | \$ 0.01 | \$ - | \$ - | \$ - | # | \$ - | - | - | \$ - | 1.00 | \$ 0.01 | 100.00% | |
| C-34 | Filling, Grading and Compacting LOMR-F Areas (Off Site) | C.Y. | 5600.00 | \$ 2.96 | \$ 2.96 | \$ 16,576.00 | \$ - | \$ - | \$ - | \$ 16,576.00 | \$ - | \$ - | \$ - | # | \$ - | - | - | \$ - | 5,600.00 | \$ 16,576.00 | 100.00% | |
| C-35 | FEMA Certification for LOMR-F Areas | L.S. | 1.00 | \$ 14,300.00 | \$ 14,300.00 | \$ 14,300.00 | \$ - | \$ - | \$ - | \$ 10,725.00 | \$ - | \$ - | \$ 3,575.00 | # | \$ - | - | - | \$ - | 1.00 | \$ 14,300.00 | 100.00% | |
| C-36 | Trans Canda Gas Potholing | Ea. | 2.00 | \$ 590.00 | \$ 590.00 | \$ 1,180.00 | \$ - | \$ - | \$ - | \$ 1,180.00 | \$ - | \$ - | \$ - | # | \$ - | - | - | \$ - | 2.00 | \$ 1,180.00 | 100.00% | |
| C-37 | Salvage and Replace 18 Inch Culvert (New) | L.F. | 40.00 | \$ 27.80 | \$ 45.00 | \$ 1,800.00 | \$ - | \$ - | \$ - | \$ 1,112.00 | \$ - | \$ - | \$ - | # | \$ - | - | 17.20 | \$ (688.00) | 40.00 | \$ 1,112.00 | 100.00% | |
| C-38 | Salvage and Replace 30 Inch Culvert (New) | L.F. | 60.00 | \$ 28.60 | \$ 71.00 | \$ 4,260.00 | \$ - | \$ - | \$ - | \$ 1,716.00 | \$ - | \$ - | \$ - | # | \$ - | - | 42.40 | \$ (2,544.00) | 60.00 | \$ 1,716.00 | 100.00% | |
| C-39 | 18 Inch Metal Endwall | Ea. | 2.00 | \$ 120.00 | \$ 250.00 | \$ 500.00 | \$ - | \$ - | \$ - | \$ 240.00 | \$ - | \$ - | \$ - | # | \$ - | - | 130.00 | \$ (260.00) | 2.00 | \$ 240.00 | 100.00% | |
| C-40 | 30 Inch Metal Endwall | Ea. | 2.00 | \$ 128.00 | \$ 608.00 | \$ 1,216.00 | \$ - | \$ - | \$ - | \$ 256.00 | \$ - | \$ - | \$ - | # | \$ - | - | 480.00 | \$ (960.00) | 2.00 | \$ 256.00 | 100.00% | |
| C-41 | Erosion Control - Tracking Pad, Ditch Checks and Silt Fence (Est. 2,600 L.F.) | L.S. | 1.00 | \$ 12,528.00 | \$ 12,528.00 | \$ 12,528.00 | \$ 2,505.60 | \$ - | \$ 1,252.80 | \$ 1,252.80 | \$ - | \$ - | \$ 6,264.00 | # | \$ - | 0.10 | \$ 1,252.80 | \$ - | 1.00 | \$ 12,528.00 | 100.00% | |
| C-42 | Restoration- Topsoil, Seed, Fertilizer, Mulch (Est. 12,400 S.Y.) | L.S. | 1.00 | \$ 35,870.00 | \$ 35,870.00 | \$ 35,870.00 | \$ - | \$ - | \$ - | \$ 3,587.00 | \$ - | \$ - | \$ 28,696.00 | # | \$ - | 0.10 | \$ 3,587.00 | <i>SILC HAVE SAMPLES</i> | 0.90 | \$ 35,870.00 | 100.00% | |
| C-43 | Restoration - Topsoil, Seed, Fertilizer, E-Mat, Class 1 - Type B (Est. 1,315 S.Y.0 | L.S. | 1.00 | \$ 3,626.00 | \$ 3,626.00 | \$ 3,626.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 3,263.40 | # | \$ - | - | \$ - | \$ - | 0.90 | \$ 3,263.40 | 90.00% | |
| C-44 | Restoration Roadway - HMA - Roadway and Driveways (Including Base Course, Pavement Marking, Concrete Curb & Gutter and Gravel Driveway Restoration) | L.S. | 1.00 | \$ 70,420.00 | \$ 70,420.00 | \$ 70,420.00 | \$ - | \$ 7,042.00 | \$ 14,084.00 | \$ 704.20 | \$ - | \$ - | \$ - | # | \$ 34,505.80 | 0.20 | \$ 14,084.00 | <i>LAMBERS</i> | 0.90 | \$ 70,420.00 | 100.00% | |
| C-45 | Restoration - Roadway Shouldering (Est. 2,800 L.F.) | L.S. | 1.00 | \$ 34,477.00 | \$ 34,477.00 | \$ 34,477.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | # | \$ 27,581.60 | 0.20 | \$ 6,895.40 | <i>LAMBERS</i> | 0.90 | \$ 34,477.00 | 100.00% | |
| C-46 | Internal Lot Restoration LOMR-F Fill Site with Alfalfa Mix | Ac. | 17.00 | \$ 329.00 | \$ 329.00 | \$ 5,593.00 | \$ - | \$ - | \$ - | \$ 361.90 | \$ - | \$ - | \$ 5,231.10 | # | \$ - | - | \$ - | \$ - | 17.00 | \$ 5,593.00 | 100.00% | |
| C-47 | Traffic Control | L.S. | 1.00 | \$ 9,489.00 | \$ 9,489.00 | \$ 9,489.00 | \$ 7,116.75 | \$ - | \$ 2,372.25 | \$ - | \$ - | \$ - | \$ - | # | \$ - | - | \$ - | \$ - | 1.00 | \$ 9,489.00 | 100.00% | |
| Alternate Section - Optional Completion | SUPPLEMENTAL BID 1 - CONTRACT C Mid Valley Road Sanitary Sewer / Water Main - North of Little Rapids Road | | | | \$ 1,836,448.09 | \$ 222,507.32 | \$ 127,314.36 | \$ 115,312.98 | \$ 230,579.66 | \$ 115,236.51 | # | \$ 279,716.56 | \$ 73,624.91 | \$ 62,758.52 | \$ 125,406.20 | \$ (472,995.01) | - | \$ 1,352,457.03 | | | | |
| S1-1 | 10 Inch Sanitary Sewer DR 26 | L.F. | 1721.00 | \$ 100.15 | \$ 122.00 | \$ 209,962.00 | \$ - | \$ - | \$ - | \$ 6,309.45 | \$ - | \$ - | \$ - | # | \$ 98,046.85 | 679.00 | \$ 68,001.85 | 21.85 | \$ (37,603.85) | 1,721.00 | \$ 172,358.15 | 100.00% |
| S1-2 | 8 Inch Sanitary Sewer | L.F. | 454.00 | \$ 55.08 | \$ 66.00 | \$ 29,964.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | # | \$ - | 360.00 | \$ 19,827.04 | 10.92 | \$ (4,959.90) | 360.00 | \$ 19,827.04 | 79.30% |
| S1-3 | 8 Inch Sanitary Sewer DR 26 | L.F. | 59.00 | \$ 97.17 | \$ 112.00 | \$ 6,608.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | # | \$ - | 59.00 | \$ 5,733.25 | 14.83 | \$ (874.75) | 59.00 | \$ 5,733.25 | 100.00% |
| S1-4 | 4 Foot Diameter Sanitary Manholes | V.F. | 153.93 | \$ 421.23 | \$ 450.00 | \$ 69,268.50 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | # | \$ 30,990.16 | 65.36 | \$ 27,531.83 | 28.77 | \$ (4,428.00) | 138.93 | \$ 58,521.99 | 90.26% |
| S1-5 | 4 Foot Diameter Sanitary Manholes (Outside Drop) | V.F. | 9.54 | \$ 647.92 | \$ 679.00 | \$ 6,477.66 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | # | \$ - | 9.54 | \$ 6,181.16 | 31.08 | \$ (296.50) | 9.54 | \$ 6,181.16 | 100.00% |
| S1-6 | 12 Inch Water Main | L.F. | 2200.00 | \$ 30.78 | \$ 79.50 | \$ 174,900.00 | \$ - | \$ - | \$ - | \$ 1,908.36 | \$ - | \$ - | \$ - | # | \$ - | 80.00 | \$ 2,462.40 | 48.72 | \$ (107,184.00) | 142.00 | \$ 4,370.76 | 6.45% |
| S1-7 | 6 Inch Water Main | L.F. | 24.00 | \$ 26.70 | \$ 40.00 | \$ 960.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | # | \$ - | - | \$ - | 13.30 | \$ (319.20) | - | \$ - | 0.00% |
| S1-8 | 12 Inch R.W. Gate Valves | Ea. | 4.00 | \$ 285.00 | \$ 4,629.00 | \$ 18,516.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | # | \$ - | - | \$ - | 4,344.00 | \$ (17,376.00) | - | \$ - | 0.00% |
| S1-9 | 6 Inch R.W. Gate Valves | Ea. | 4.00 | \$ 233.00 | \$ 1,994.00 | \$ 7,976.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | # | \$ - | - | \$ - | 1,761.00 | \$ (7,044.00) | - | \$ - | 0.00% |
| S1-10 | Hydrant | Ea. | 4.00 | \$ 391.00 | \$ 5,070.00 | \$ 20,280.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | # | \$ - | - | \$ - | 4,679.00 | \$ (18,716.00) | - | \$ - | 0.00% |
| S1-11 | 6 Inch Hydrant Lead Bends | Ea. | 4.00 | \$ 202.00 | \$ 458.00 | \$ 1,832.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | # | \$ - | - | 256.00 | \$ (1,024.00) | - | \$ - | 0.00% | |
| S1-12 | Salvage and Replace 18 Inch Culvert (New) | L.F. | 100.00 | \$ 27.80 | \$ 45.00 | \$ 4,500.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | # | \$ - | - | 17.20 | \$ (1,720.00) | - | \$ - | 0.00% | |
| S1-13 | 18 Inch Metal Endwall | Ea. | 6.00 | \$ 120.00 | \$ 250.00 | \$ 1,500.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | # | \$ - | - | 130.00 | \$ (780.00) | - | \$ - | 0.00% | |
| S1-14 | Erosion Control - Tracking Pad, Ditch Checks and Silt Fence (Est. 80 L.F.) | L.S. | 1.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 2,500.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | # | \$ - | - | - | \$ - | - | \$ - | - | 0.00% |
| S1-15 | Restoration - Topsoil, Seed, Fertilizer, Mulch (Est. 8,000 S.Y.) | L.S. | 1.00 | \$ 14,516.00 | \$ 14,516.00 | \$ 14,516.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | # | \$ - | - | - | \$ - | - | \$ - | - | 0.00% |
| S1-16 | Restoration - Topsoil, Seed, Fertilizer, E-Mat Class 1 - Type B (Est. 1,900 S.Y.) | L.S. | 1.00 | \$ 5,600.00 | \$ 5,600.00 | \$ 5,600.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | # | \$ - | - | - | \$ - | - | \$ - | - | 0.00% |
| S1-17 | Restoration Roadway - HMA - Roadway and Driveways (Including Base Course, Pavement Marking and Gravel Driveway Restoration) | L.S. | 1.00 | \$ 10,691.00 | \$ 10,691.00 | \$ 10,691.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | # | \$ - | - | - | \$ - | - | \$ - | - | 0.00% |
| S1-18 | Traffic Control | L.S. | 1.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 3,000.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,250.00 | # | \$ - | - | \$ - | \$ - | 0.75 | \$ 2,250.00 | 75.00% | |
| Alternate Section - Optional Completion | SUPPLEMENTAL BID 3 - CONTRACT C Offsite Fill | | | | \$ 589,051.16 | \$ - | \$ - | \$ - | \$ 8,217.81 | \$ - | # | \$ - | \$ 2,250.00 | \$ 129,037.01 | \$ 129,737.53 | \$ (202,326.20) | - | \$ 269,242.35 | | | | |
| S3-1 | Hauling and Grading (Town Owned Offsite Fill) | C.Y. | 13000.00 | \$ 2.96 | \$ 2.96 | \$ 38,480.00 | \$ - | \$ - | \$ 9,768.00 | \$ 39,545.60 | \$ - | \$ - | \$ - | # | \$ - | - | \$ - | \$ - | 16,660.00 | \$ 49,313.60 | 128.15% | |
| S3-2 | Internal Lot Restoration Stockpile Site with Alfalfa Mix | Ac. | 2.00 | \$ 378.00 | \$ 378.00 | \$ 756.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 189.00 | # | \$ - | - | \$ - | \$ - | 0.50 | \$ 189.00 | 25.00% | |

| Alternate Section - Optional Completion | ALTERNATE BID AA - CONTRACT C Deeper Sewer Easement to South | | | | | \$ 39,236.00 | \$ - | \$ - | \$ 9,768.00 | \$ 39,545.60 | \$ - | \$ - | \$ 189.00 | \$ - | \$ - | \$ - | \$ - | \$ 49,502.60 | | | | |
|---|---|------|-----------------|---------------|---------------|-----------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|-----------------|-----------------|----------------|----------------|---------------|---------------|----------|
| AA-1 | 10 Inch Sanitary Sewer | L.F. | 371.00 | \$ 78.43 | \$ 96.00 | \$ 35,616.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 29,097.53 | \$ - | # | \$ - | - | \$ - | 17.57 | \$ (6,517.70) | 371.00 | \$ 29,097.53 | 100.00% |
| AA-2 | 10 Inch Sanitary Sewer DR 26 | L.F. | 1040.00 | \$ 90.51 | \$ 114.00 | \$ 118,560.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 94,130.40 | \$ - | # | \$ - | - | \$ - | 23.49 | \$ (24,434.00) | 1,040.00 | \$ 94,130.40 | 100.00% |
| AA-3 | 4 Foot Diameter Sanitary Manholes (Additional Vertical Footage) | V.F. | 4.27 | \$ 281.00 | \$ 281.00 | \$ 1,199.87 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,199.87 | \$ - | # | \$ - | - | \$ - | - | \$ - | 4.27 | \$ 1,199.87 | 100.00% |
| AA-4 | DEDUCT 8 Inch Sanitary Sewer | L.F. | -1171.00 | \$ 90.50 | \$ 90.50 | \$ (105,975.50) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | # | \$ - | - | \$ - | - | \$ - | - | \$ - | 0.00% |
| AA-5 | DEDUCT 8 Inch Sanitary Sewer DR 26 | L.F. | -240.00 | \$ 104.00 | \$ 104.00 | \$ (24,960.00) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | # | \$ - | - | \$ - | - | \$ - | - | \$ - | 0.00% |
| CO # | Change Orders | | | | | \$ 24,440.37 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 124,427.80 | \$ - | # | \$ - | - | \$ - | \$ (30,951.70) | - | \$ 124,427.80 | | |
| CO #1 | Remove French Court | L.S. | -1.00 | \$ 172,104.50 | \$ 172,104.50 | \$ (172,104.50) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | # | \$ - | - | \$ - | - | \$ - | - | \$ - | 0.00% |
| CO #2 | GEO Fabric or GEO Grid ((tied)) 2 foot over lap | S.Y. | 2660.00 | \$ 2.88 | \$ 2.88 | \$ 7,660.80 | \$ - | \$ 2,900.02 | \$ 4,225.02 | \$ - | \$ - | \$ - | \$ - | # | \$ - | - | \$ - | - | \$ - | 2,473.97 | \$ 7,125.03 | 93.01% |
| CO #2.1 | Additional 3" Breaker 1' thick | S.Y. | 510.00 | \$ 11.50 | \$ 11.50 | \$ 5,865.00 | \$ - | \$ 5,865.00 | \$ - | \$ - | \$ - | \$ - | \$ - | # | \$ - | - | \$ - | - | \$ - | 510.00 | \$ 5,865.00 | 100.00% |
| CO #3 | Material reduction paid by Owner | L.S. | 1.00 | \$ 814,550.05 | \$ 814,550.05 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | # | \$ - | - | \$ - | - | \$ - | - | \$ - | 0.00% |
| CO #4 | Extra Stone Bedding MH 1 TO 2 | L.S. | 1.00 | \$ 8,576.70 | \$ 8,576.70 | \$ 8,576.70 | \$ - | \$ 8,576.70 | \$ - | \$ - | \$ - | \$ - | \$ - | # | \$ - | - | \$ - | - | \$ - | 1.00 | \$ 8,576.70 | 100.00% |
| CO #5 | Extra Stone Bedding | L.S. | 1.00 | \$ 9,322.50 | \$ 9,322.50 | \$ 9,322.50 | \$ - | \$ 9,322.50 | \$ - | \$ - | \$ - | \$ - | \$ - | # | \$ - | - | \$ - | - | \$ - | 1.00 | \$ 9,322.50 | 100.00% |
| CO #6 | Extra Stone Bedding | L.S. | 1.00 | \$ 3,051.00 | \$ 3,051.00 | \$ 3,051.00 | \$ - | \$ - | \$ - | \$ 3,051.00 | \$ - | \$ - | \$ - | # | \$ - | - | \$ - | - | \$ - | 1.00 | \$ 3,051.00 | 100.00% |
| CO #7 | Additional Black Dirt Stripping | L.S. | 1583.00 | \$ 2.96 | \$ 2.96 | \$ 4,685.68 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 4,685.68 | \$ - | # | \$ - | - | \$ - | - | \$ - | 1,583.00 | \$ 4,685.68 | 100.00% |
| CO #8 | Town paid for incidental materials | L.S. | 1.00 | \$ 2,510.96 | \$ 2,510.96 | \$ (2,510.96) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ (2,510.96) | # | \$ - | - | \$ - | - | \$ - | (1.00) | \$ (2,510.96) | -100.00% |
| CO #9 | Additional Asphalt | L.S. | 1.00 | \$ 45,853.63 | \$ 45,853.63 | \$ 45,853.63 | | | | | | | | | | | 1.00 | \$ 45,853.63 | 20263.38 | 1.00 | \$ 45,853.63 | |
| CO #10 | Additional Stone Bedding | L.S. | 1.00 | \$ 52,176.68 | \$ 52,176.68 | \$ 52,176.68 | | | | | | | | | | | 1.00 | \$ 52,176.68 | 47578.65 | 1.00 | \$ 52,176.68 | |
| CO #11 | | L.S. | 1.00 | | | | | | | | | | | | | | | | | | | |
| CO #12 | | L.S. | 1.00 | | | | | | | | | | | | | | | | | | | |
| CO #13 | | L.S. | 1.00 | | | | | | | | | | | | | | | | | | | |
| | | | 4,602.80 | | | \$ (37,423.47) | \$ - | \$ 26,664.22 | \$ 4,225.02 | \$ 3,051.00 | \$ - | \$ 4,685.68 | \$ (2,510.96) | \$ - | \$ 98,030.31 | \$ - | \$ - | \$ 134,145.26 | | | | |
| Original Contract Amount | | | \$ 3,032,430.63 | | | \$ 2,180,457.11 | \$ 222,507.32 | \$ 159,153.58 | \$ 129,306.00 | \$ 281,394.07 | \$ 115,236.51 | \$ 453,859.17 | \$ 151,000.65 | \$ 191,795.53 | \$ 355,974.04 | \$ (814,545.91) | \$ 2,060,226.88 | 94.49% | | | | |

311 710.65
307 795.15



Agenda Item Review

Meeting Date: August 5, 2024
Agenda Item#: 14

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzol, Town Administrator
AGENDA ITEM: **Change Order #3 – Mid Valley Utility Project – PTS Contractors - Tigerwood/Beck Ext.**

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? Yes, within TID agreements with ANnJN LLC

Item History

Quotes were solicited for the utility extensions through Tigerwood Trail and Beck Way, as well as a portion of the street to be constructed for Beck Way, fronting the ANnJN LLC property (for future Verhalen development).

The Town's agreement for the ANnJN LLC project is that utilities are extended through this area by end of November 2024, and the road portions completed one year later, by end of November 2025.

This change order is in the amount of \$528,000 for this Tigerwood/Beck work, which is within the estimates we had developed 2+ years ago for similar work.

Recommended Action By Town Board

Recommend approval of Change Order #3 for Mid Valley Utility Relocation project with PTS Contractors in the amount of \$528,000 for Tigerwood/Beck Way work.

McMAHON

ENGINEERS ARCHITECTS

July 23, 2024

PTS Contractors, Inc.
4075 Eaton Road
Green Bay, WI 54311

Re: Town of Lawrence
Mid Valley Drive Utility Relocation
Change Order #3
McM. No. L0017-09-23-00254

Enclosed herewith is Change Order #3 for the above referenced project. This change is an increase to the Contract in the amount of \$528,000.00. The current Contract Price is \$1,539,021.35.

Please review and sign in the space provided. **Return signed copy to our office.** We will obtain the Owner's signature and distribute accordingly.

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

Respectfully,

McMahon Associates, Inc.


Matthew J. Greely, P.E.
Executive Vice President E&I Division

MJG:car

Enclosure: Change Order #3

McMAHON

ENGINEERS ARCHITECTS

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

CHANGE ORDER

McMAHON ASSOCIATES, INC.

PTS CONTRACTORS, INC.
 4075 Eaton Road
 Green Bay, WI 54311

Contract No. L0017-09-23-00254
 Project File No. L0017-09-23-00254
 Change Order No. Three (3)
 Issue Date: July 23, 2024
 Project: Town of Lawrence
Mid Valley Drive Utility Relocation

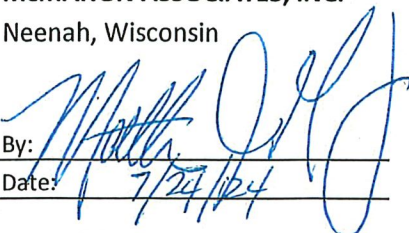
You Are Directed To Make The Changes Noted Below In The Subject Contract:

| | (Item Description) | (Price) |
|-----|--|-----------------------|
| 3.1 | Tigerwood Trail (See Attached Spreadsheet) ADD | + \$528,000.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | TOTAL | + \$528,000.00 |

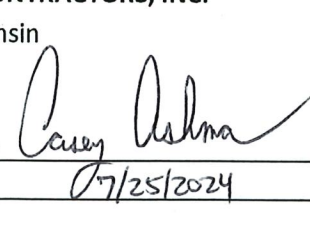
The Changes Result In The Following Adjustments:

| | CONTRACT PRICE | TIME |
|-----------------------------------|-----------------------|--------|
| Prior To This Change Order | \$1,011,021.35 | - days |
| Adjustments Per This Change Order | + \$528,000.00 | 0 days |
| Current Contract Status | \$1,539,021.35 | - days |

Recommended:
McMAHON ASSOCIATES, INC.
 Neenah, Wisconsin

By: 
 Date: 7/24/2024

Accepted:
PTS CONTRACTORS, INC.
 Wisconsin

By: 
 Date: 07/25/2024

Authorized:
TOWN OF LAWRENCE
 Wisconsin

By: _____
 Date: _____

- OWNER Copy
- CONTRACTOR Copy
- ENGINEER Copy (Contract Copy)
- FILE COPY

Four (4) Copies Should Accompany This Change Order
Execute And Return To ENGINEER For Distribution

CHANGE ORDER #3
TIGERWOODS TRAIL

7/18/2024

| Item | Description | Qty | Unit | Price | Total |
|--------------|---|----------|------|-------------|---------------------|
| A-01 | 8 Inch Sanitary Sewer | 1,816.00 | L.F. | \$47.00 | \$85,352.00 |
| A-02 | 6 Inch Sanitary Lateral | 307.00 | L.F. | \$42.00 | \$12,894.00 |
| A-03 | 6 Inch Sanitary Riser | 43.00 | L.F. | \$55.00 | \$2,365.00 |
| A-04 | 4 Foot Diameter Sanitary Manhole | 97.00 | V.F. | \$580.00 | \$56,260.00 |
| A-05 | 12 Inch Water Main | 680.00 | L.F. | \$80.00 | \$54,400.00 |
| A-06 | 12 Inch Resilient Wedge Gate Valve | 2.00 | Ea. | \$4,720.00 | \$9,440.00 |
| A-07 | 8 Inch Water Main | 70.00 | L.F. | \$58.00 | \$4,060.00 |
| A-08 | 8 Inch Resilient Wedge Gate Valve | 1.00 | Ea. | \$2,675.00 | \$2,675.00 |
| A-09 | 8 Inch Connection to 12 Inch Water Main | 1.00 | Ea. | \$2,900.00 | \$2,900.00 |
| A-10 | 6 Inch Water Main | 13.00 | L.F. | \$62.00 | \$806.00 |
| A-11 | 6 Inch Resilient Wedge Gate Valve | 1.00 | Ea. | \$1,950.00 | \$1,950.00 |
| A-12 | Hydrant | 1.00 | Ea. | \$5,645.00 | \$5,645.00 |
| A-13 | Relocate Hydrant and Valve | 1.00 | Ea. | \$1,260.00 | \$1,260.00 |
| A-14 | 24 Inch Storm Sewer | 342.00 | L.F. | \$52.00 | \$17,784.00 |
| A-15 | 18 Inch Storm Sewer | 315.00 | L.F. | \$43.00 | \$13,545.00 |
| A-16 | 15 Inch Storm Sewer | 126.00 | L.F. | \$53.00 | \$6,678.00 |
| A-17 | 18 Inch RCP Culvert | 130.00 | L.F. | \$47.00 | \$6,110.00 |
| A-18 | 18 Inch RCP Endwall | 2.00 | Ea. | \$996.00 | \$1,992.00 |
| A-19 | 24 Inch Endwall | 1.00 | Ea. | \$600.00 | \$600.00 |
| A-20 | Inlet | 4.00 | Ea. | \$2,540.00 | \$10,160.00 |
| A-21 | Inlet Protection | 4.00 | Ea. | \$137.00 | \$548.00 |
| A-22 | 48 Inch Diameter Storm Manhole | 12.00 | V.F. | \$620.00 | \$7,440.00 |
| A-23 | 60 Inch Diameter Storm Manhole | 5.32 | V.F. | \$965.00 | \$5,133.80 |
| A-24 | Roadway Excavation (Estimated 2,000 C.Y.) | 1.00 | L.S. | \$23,365.00 | \$23,365.00 |
| A-25 | 2-1/2 Inch Asphaltic Pavement, Lower Layer (3 LT 58-28S) | 366.00 | TON | \$86.00 | \$31,476.00 |
| A-26 | Density Testing | 2.00 | Ea. | \$153.00 | \$306.00 |
| A-27 | Base Aggregate Dense 1-1/4 Inch (4,525 S.Y.) | 2,058.00 | TON | \$15.30 | \$31,487.40 |
| A-28 | Base Aggregate Dense 3 Inch (3,700 S.Y.) | 1,850.00 | TON | \$15.30 | \$28,305.00 |
| A-29 | Excavation Below Subgrade (EBS) and Replacement with Breaker Run | 491.00 | C.Y. | \$36.70 | \$18,019.70 |
| A-30 | Concrete Curb and Gutter 30 Inch | 1,108.00 | L.F. | \$17.75 | \$19,667.00 |
| A-31 | Clearing and Grubbing | 0.60 | Ac. | \$12,750.00 | \$7,650.00 |
| A-32 | Ditch Checks | 40.00 | Ea. | \$255.00 | \$10,200.00 |
| A-33 | E-Mat Class I Type B (Estimated 3,500 S.Y.) | 1.00 | L.S. | \$6,425.00 | \$6,425.00 |
| A-34 | Temporary Ditch Grading | 1,228.00 | L.F. | \$5.60 | \$6,876.80 |
| A-35 | Permanent Ditch Grading | 2,226.00 | L.F. | \$7.80 | \$17,362.80 |
| A-36 | Terrace Restoration (Topsoil, Seed, Fertilizer, Mulch) In Right-of-Way (Estimated 2,400 S.Y.) | 1.00 | L.S. | \$2,566.50 | \$2,566.50 |
| A-37 | Grading and Restoration (12 Feet Beyond Right-of-Way) for Utility Easement (Temporary Seed, Fertilizer and Mulch) | 1.00 | L.S. | \$8,140.00 | \$8,140.00 |
| A-38 | Medium Rip Rap (with Type HR Fabric) | 55.00 | C.Y. | \$73.00 | \$4,015.00 |
| A-39 | Tracking Pad | 2.00 | Ea. | \$1,070.00 | \$2,140.00 |
| TOTAL | | | | | \$528,000.00 |



Agenda Item Review

Meeting Date: August 5, 2024
Agenda Item#: 15

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzal, Town Administrator
AGENDA ITEM: **Change Order #4 – Mid Valley Utility Project – PTS Contractors - Torchwood Ext.**

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? Yes, within subdivision financing upcoming

Item History

Quotes were solicited for the utility extensions through Torchwood Trail, to make improvements for additional single family lots to be created and developed in the coming year.

With a need for additional single family home lots to keep up with demand for new home construction, pursuing this extension of Torchwood Trail will make additional Town owned land available for single family lots along Torchwood and Ashwaubenon Creek,

This change order is in the amount of \$1,162,000 for this Torchwood extension, which is within the estimates developed in the past year.

Recommended Action By Town Board

Recommend approval of Change Order #4 for Mid Valley Utility Relocation project with PTS Contractors in the amount of \$1,162,000 for Torchwood extension work.

McMAHON

ENGINEERS ARCHITECTS

July 23, 2024

PTS Contractors, Inc.
4075 Eaton Road
Green Bay, WI 54311

Re: Town of Lawrence
Mid Valley Drive Utility Relocation
Change Order #4
McM. No. L0017-09-23-00254

Enclosed herewith is Change Order #4 for the above referenced project. This change is an increase to the Contract in the amount of \$1,162,000.00. The current Contract Price is \$2,701,021.35.

Please review and sign in the space provided. **Return signed copy to our office.** We will obtain the Owner's signature and distribute accordingly.

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

Respectfully,

McMahon Associates, Inc.


Matthew J. Greely, P.E.
Executive Vice President E&I Division

MJG:car

Enclosure: Change Order #4

McMAHON

ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.

1445 McMAHON DRIVE P.O. BOX 1025
NEENAH, WI 54956 NEENAH, WI 54957-1025

TELEPHONE: 920.751.4200
FAX: 920.751.4284

CHANGE ORDER

PTS CONTRACTORS, INC.
4075 Eaton Road
Green Bay, WI 54311

Contract No. L0017-09-23-00254
Project File No. L0017-09-23-00254
Change Order No. Four (4)
Issue Date: July 23, 2024
Project: Town of Lawrence
Mid Valley Drive Utility Relocation

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

| | (Item Description) | (Price) |
|-----|--|-------------------------|
| 4.1 | Torchwood Trail (See Attached Spreadsheet) ADD | + \$1,162,000.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | TOTAL | + \$1,162,000.00 |

The Changes Result In The Following Adjustments:

| | CONTRACT PRICE | TIME |
|-----------------------------------|-------------------------|---------------|
| Prior To This Change Order | <u>\$1,539,021.35</u> | <u>-</u> days |
| Adjustments Per This Change Order | <u>+ \$1,162,000.00</u> | <u>0</u> days |
| Current Contract Status | <u>\$2,701,021.35</u> | <u>-</u> days |

Recommended:

McMAHON ASSOCIATES, INC.
Neenah, Wisconsin

By: *[Signature]*
Date: 7/24/24

Accepted:

PTS CONTRACTORS, INC.
Wisconsin

By: *[Signature]*
Date: 7/25/2024

Authorized:

TOWN OF LAWRENCE
Wisconsin

By: _____
Date: _____

- OWNER Copy
- CONTRACTOR Copy
- ENGINEER Copy (Contract Copy)
- FILE COPY

Four (4) Copies Should Accompany This Change Order
Execute And Return To ENGINEER For Distribution

CHANGE ORDER #4
TORCHWOOD TRAIL

7/18/2024

| Item | Description | Qty | Unit | Price | Total |
|--------------|---|----------|------|-------------|-----------------------|
| A-01 | 8 Inch Sanitary Sewer | 1,727.00 | L.F. | \$46.00 | \$79,442.00 |
| A-02 | 4 Inch Sanitary Laterals | 1,045.00 | L.F. | \$32.00 | \$33,440.00 |
| A-03 | 4 Foot Diameter Sanitary Manhole | 59.00 | V.F. | \$575.00 | \$33,925.00 |
| A-04 | 8 Inch Water Main | 1,800.00 | L.F. | \$48.00 | \$86,400.00 |
| A-05 | 8 Inch Resilient Wedge Gate Valve | 4.00 | Ea. | \$2,675.00 | \$10,700.00 |
| A-06 | 6 Inch Water Main | 30.00 | L.F. | \$56.00 | \$1,680.00 |
| A-07 | 6 Inch Resilient Wedge Gate Valve | 4.00 | Ea. | \$1,945.00 | \$7,780.00 |
| A-08 | Hydrant | 4.00 | Ea. | \$5,640.00 | \$22,560.00 |
| A-09 | 1 Inch Poly Water Service | 901.00 | L.F. | \$26.00 | \$23,426.00 |
| A-10 | 1 Inch Water Service Set | 23.00 | Ea. | \$529.00 | \$12,167.00 |
| A-11 | 48 Inch Storm Sewer | 519.00 | L.F. | \$127.00 | \$65,913.00 |
| A-12 | 36 Inch Storm Sewer | 325.00 | L.F. | \$84.00 | \$27,300.00 |
| A-13 | 30 Inch Storm Sewer | 1,170.00 | L.F. | \$71.00 | \$83,070.00 |
| A-14 | 24 Inch Storm Sewer | 681.00 | L.F. | \$57.00 | \$38,817.00 |
| A-15 | 18 Inch Storm Sewer | 221.00 | L.F. | \$50.00 | \$11,050.00 |
| A-16 | 15 Inch Storm Sewer | 463.00 | L.F. | \$40.00 | \$18,520.00 |
| A-17 | 12 Inch Storm Sewer | 187.00 | L.F. | \$50.00 | \$9,350.00 |
| A-18 | 24 Inch Endwall | 1.00 | Ea. | \$398.00 | \$398.00 |
| A-19 | Inlet | 10.00 | Ea. | \$2,425.00 | \$24,250.00 |
| A-20 | Inlet Protection Type A | 18.00 | Ea. | \$138.00 | \$2,484.00 |
| A-21 | 4 Inch Storm Lateral | 1,198.00 | L.F. | \$29.00 | \$34,742.00 |
| A-22 | 48 Inch Diameter Storm Manholes | 60.00 | V.F. | \$626.00 | \$37,560.00 |
| A-23 | 60 Inch Diameter Storm Manholes | 7.00 | V.F. | \$868.00 | \$6,076.00 |
| A-24 | 72 Inch Diameter Storm Manholes | 28.00 | V.F. | \$1,120.00 | \$31,360.00 |
| A-25 | 84 Inch Diameter Storm Manholes | 10.00 | Ea. | \$1,175.00 | \$11,750.00 |
| A-26 | Yard Drain | 4.00 | L.S. | \$2,495.00 | \$9,980.00 |
| A-27 | Roadway Excavation (Estimated 5,000 C.Y.) | 1.00 | TON | \$95,790.00 | \$95,790.00 |
| A-28 | 2-1/2 Inch Asphaltic Pavement, Lower Layer (3 LT 58-28S) | 922.00 | Ea. | \$83.00 | \$76,526.00 |
| A-29 | Density Testing | 6.00 | Ea. | \$152.00 | \$912.00 |
| A-30 | Base Aggregate Dense 1-1/4 Inch | 2,235.00 | TON | \$15.30 | \$34,195.50 |
| A-31 | Base Aggregate Dense 3 Inch | 3,352.00 | TON | \$15.30 | \$51,285.60 |
| A-32 | Excavation Below Subgrade (EBS) | 1,250.00 | C.Y. | \$35.00 | \$43,750.00 |
| A-33 | Concrete Curb and Gutter 30 Inch | 3,752.00 | L.F. | \$17.70 | \$66,410.40 |
| A-34 | Slit Fence | 1,800.00 | L.F. | \$2.10 | \$3,780.00 |
| A-35 | Clearing and Grubbing | 0.03 | Ac. | \$12,735.00 | \$382.05 |
| A-36 | Ditch Checks | 2.00 | Ea. | \$255.00 | \$510.00 |
| A-37 | E-Mat Class I Type B (Estimated at 35 S.Y.) | 1.00 | L.S. | \$89.00 | \$89.00 |
| A-38 | Terrace Restoration (Topsoil, Seed, Fertilizer, Mulch) In Right-of-Way (Estimated 8,200 S.Y.) | 1.00 | L.S. | \$25,872.85 | \$25,872.85 |
| A-39 | Grading and Restoration (12 Feet Beyond Right-of-Way) for Utility Easement (Temporary Seed, Fertilizer and Mulch) | 1.00 | L.S. | \$12,655.00 | \$12,655.00 |
| A-40 | Grading and Restoration of Primary Drainage Swales | 997.00 | L.F. | \$10.80 | \$10,119.60 |
| A-41 | Internal Lot Restoration with Alfalfa Mix | 22.00 | Ac. | \$611.00 | \$13,442.00 |
| A-42 | Tracking Pad | 2.00 | Ea. | \$1,070.00 | \$2,140.00 |
| TOTAL | | | | | \$1,162,000.00 |



Agenda Item Review

Meeting Date: 8/5/2024
Agenda Item#: 16

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Kurt Minten, Director of DPW
AGENDA ITEM: **Curb and inlet repair**

FISCAL IMPACT:

- 1. Is there A Fiscal Impact? Yes
- 2. Is it Currently Budgeted? Storm water utility

Item History: We have 8 spots where storm water inlets and curb that need repair from a combination of settling, storm water damage and snowplow damage. Six of these spots are on Wizard Way and 2 are on Cider Drive.

We received an estimate from Wiedner Concrete for \$8,120.00 to repair all 8.

Recommended Action: I would recommend approval for the estimate of 8,120.00 from Wiedner Concrete.

ESTIMATE

Scott R. Weidner Concrete
Construction LLC
E2102 Hillside Rd
Luxemburg, WI 54217

weidner.concrete97@gmail.com
+1 (920) 493-2740

Bill to

Town of Lawrence

Estimate details

Estimate no.: 1144
Estimate date: 07/28/2024

Customer/Job: Town of Lawrence - Kurt
Minten

| # | Product or service | Description | Amount |
|--------------|--------------------|--|-------------------|
| 1. | Curb/gutter | SE corner of Potter & Wizard 10' of curb Removal/replacemnt | \$650.00 |
| 2. | Curb/gutter | SW corner of Potter & Wizard curb head R&R at inlet | \$320.00 |
| 3. | Curb/gutter | 1023 Cider st - 25' of curb R&R | \$1,625.00 |
| 4. | Curb/gutter | 1022 Cider st - 25' of c urb R&R | \$1,625.00 |
| 5. | Curb/gutter | 1868 Wizard - 10' of curb R&R | \$650.00 |
| 6. | Curb/gutter | 1869 Wizard - 20' of curb R&R | \$1,300.00 |
| 7. | Curb/gutter | 1875 Wizard - 20' of curb R&R | \$1,300.00 |
| 8. | Curb/gutter | Between 1875 and 1877 Wizard - 10' of curb R&R | \$650.00 |
| Total | | | \$8,120.00 |



Agenda Item Review

Meeting Date: August 5, 2024
Agenda Item#: 18

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzel, Town Administrator
AGENDA ITEM: **Resolution #2024-011 – Approving 10th Amendment to Central Brown County Water Authority Agreements**

FISCAL IMPACT:

1. Is there A Fiscal Impact? No
2. Is it Currently Budgeted? N/A

Item History

As a member of the Central Brown County Authority, any time there's a change to our member agreements, we authorize such a change via resolutions.

The CBCWA is in the process of finalizing a refinancing of existing debt. As a member of CBCWA, we're jointly responsible for making sure the debt to create the authority and our initial investments in running a water line to Manitowoc/Lake Michigan are paid off in the future.

This resolution is deemed necessary to approve a change in our member agreements with CBCWA to make sure that the 2014 debt being refinanced right now is still within the scope of debt that all members need to pay off in due time as part of this water authority arrangement.

In short, this 10th amendment is necessary in order to further clarify the debt being refinanced is not yet satisfied through this refinancing, and that all CBCWA members are still on the hook for making sure this is paid off in future.

This is a clarification amendment for definitions on this debt being refinanced.

Recommended Action By Town Board

Recommend approval of Resolution #2024-011 – Approving the 10th amendment to Central Brown County Water Authority purchase and sale agreement.

RESOLUTION NO. 2024-011

**APPROVING THE TENTH AMENDMENT TO
CENTRAL BROWN COUNTY WATER AUTHORITY
WATER PURCHASE AND SALE CONTRACT**

WHEREAS, the Central Brown County Water Authority (the “Authority”), and the City of De Pere, the Village of Allouez, the Village of Bellevue, the Village of Howard, the Town of Lawrence, and Ledgeview Sanitary District No. 2 (hereinafter jointly known as “Charter Customers”) have entered into the Central Brown County Water Purchase and Sale Contract (the “Contract”) with an effective date of November 24, 2003; and

WHEREAS, the Contract has previously been amended effective December 20, 2004, November 14, 2007, September 22, 2008, January 5, 2010, September 24, 2012, May 28, 2014, May 22, 2017, October 20, 2020 and May 18, 2021; and

WHEREAS, it is proposed that the Contract be amended again to clarify references in the Contract to “2014 Bonds” and “Bonds Issued in 2014”; and

WHEREAS, pursuant to Article 16 of the Contract, this amendment must be approved by the Authority and three-fourths of the Charter Customers in order to be effective; and

WHEREAS, Town of Lawrence is a Charter Customer, and is willing to approve this amendment.

NOW THEREFORE, IT IS HEREBY RESOLVED, as follows:

1. Town of Lawrence approves the Tenth Amendment to Central Brown County Water Authority Water Purchase and Sale Contract, a copy of which is attached to this Resolution.
2. Town of Lawrence shall provide a certified copy of the resolution approving the amendment to the Secretary-Treasurer of the Central Brown County Water Authority.
3. The Tenth Amendment to Central Brown County Water Authority Water Purchase and Sale Contract shall become effective on the first day that the amendment is approved by the Authority and five of the following six Charter Customers: the City of De Pere, the Village of Allouez, the Village of Bellevue, the Village of Howard, the Town of Lawrence, and Ledgeview Sanitary District No. 2. Approval by Ledgeview Sanitary District No. 2 is not effective until the Town of Ledgeview has approved the amendment as a Town Signatory for Ledgeview Sanitary District No. 2.

PASSED AND ADOPTED THIS 5th DAY OF August, 2024.

Introduced by

Dr. Lanny J. Tibaldo, Town Chairman

Seconded by:

ATTEST:

Cindy Kocken, Town Clerk-Treasurer

- Ayes

- Nays

TENTH AMENDMENT TO
CENTRAL BROWN COUNTY WATER AUTHORITY
WATER PURCHASE AND SALE CONTRACT

This TENTH AMENDMENT to CENTRAL BROWN COUNTY WATER AUTHORITY WATER PURCHASE AND SALE CONTRACT is effective this ____ day of _____, 2024.

1. Section 1.53 of the Water Purchase and Sale Contract, defining the term “2014 Bonds” is created as follows:

1.53 **"2014 Bonds"** or **"Bonds issued in 2014"** means the Authority's Water System Revenue Refunding Bonds, Series 2014A, dated August 21, 2014, the Authority's Water System Revenue Bonds, Series 2014B, dated September 24, 2014, and any Bonds issued to refinance the projects financed by the 2014A Bonds or 2014B Bonds, including the Authority's Water System Revenue Refunding Bonds, Series 2024A issued to refund the 2014A Bonds.

2. The first two sentences of Subsection 6.3.1.2.2 of the Water Purchase and Sale Contract are modified as follows:

The Authority shall annually calculate a Fixed Cost rate for each Bond issued ~~after~~ other than the 2014 Bonds. The Fixed Cost rate for each Bond issued ~~after~~ other than the 2014 Bonds shall be calculated by:

APPROVAL OF THIS AMENDMENT IS SIGNIFIED BY THE CERTIFIED RESOLUTIONS OF THE CENTRAL BROWN COUNTY WATER AUTHORITY AND THREE-FOURTHS OF THE AUTHORITY MEMBERS WHICH RESOLUTIONS SHALL BE ATTACHED TO THIS AMENDMENT.

RESOLUTION #2024-012
Town of Lawrence
Brown County, Wisconsin

ADOPTING THE 2024 TOWN OF LAWRENCE COMPREHENSIVE PLAN UPDATE

WHEREAS, Sections. 62.23(2) and (3), Wis. Stats., authorize the Town of Lawrence to adopt or amend a comprehensive plan as defined in Section 66.1001(1)(a) and 66.1001(2), Wis. Stats.; and

WHEREAS, the Town Board of the Town of Lawrence, Brown County, Wisconsin adopted written procedures designed to foster public participation in every stage of the preparation of its comprehensive plan update as required under Sec. 66.1001(4)(a), Wis. Stats; and

WHEREAS, the Town of Lawrence Planning and Zoning Board held a Town-wide visioning session to obtain public input about the Town on March 7, 2023; and

WHEREAS, the Town of Lawrence Planning and Zoning Board made a draft of the plan publicly available for review through the Town Clerk, at the Lawrence Town Hall, and on the Town of Lawrence website a month prior to the public hearing; and

WHEREAS, the Town of Lawrence held a public hearing on April 10, 2024, on the adoption of the comprehensive plan update ordinance in compliance with Sec. 66.1001(4)(d), Wis. Stats.; and

WHEREAS, the Town of Lawrence Planning and Zoning Board adopted, by majority vote, a resolution recommending Town Board adoption of the document entitled “2024 Town of Lawrence Comprehensive Plan Update,” containing all the elements specified in Sec. 66.1001(2), Wis. Stats. on July 10, 2024.

NOW THEREFORE, the Town Board of the Town of Lawrence, Brown County, Wisconsin, does hereby, by adopting this resolution, adopt the document entitled “2024 Town of Lawrence Comprehensive Plan Update” pursuant to Sec. 66.1001(4)(c), Wis. Stats.; and

NOW THEREFORE, FURTHERMORE, this resolution shall take effect upon passage by a majority vote of the members-elect of the Town Board and on the day after its publication pursuant to Sec. 60.80 (3), Wis. Stats.

Adopted this 5th day of August 2024

APPROVED:

Dr. Lanny Tibaldo, Town Chair

ATTEST:

Cindy Kocken, Clerk

Ayes: _____

Nays: _____

Date of publication: _____



Agenda Item Review

Meeting Date: 8/5/2024
Agenda Item#: 20

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzel, Town Administrator
AGENDA ITEM: **Consideration of Quotes for Utility Truck Body for Silverado – Truck Equipment**

FISCAL IMPACT:

- | | |
|------------------------------|-------------------------------------|
| 1. Is there A Fiscal Impact? | <u>Yes</u> |
| 2. Is it Currently Budgeted? | Yes, with new utility vehicle build |

Item History:

The Town authorized ordering a new Silverado with work body to replace an existing 2015 work truck for the Town’s water/sewer utility operator.

The chassis was purchased via Ewald Automotive and has arrived (earlier than expected). This chassis had the box deleted in order to accommodate a custom work body on the rear of the vehicle.

We’ve solicited quoted for the truck body to be built and for a crane to be installed in order to assist with lifting items from deep manholes and confined spaces.

Multiple quotes were solicited and Truck Equipment provided the low quote for this box/crane build for a new Silverado.

Recommended Action:

Recommend approval of Truck Equipment quote for new box and crane for Town Utility vehicle buildout in the amount of \$39,150.



www.truckequipinc.com

GREEN BAY, WI
 855 Glory Rd, 54304
 P.O. Box 11296 54304
 920-494-7451
 800-242-7337

ESCANABA, MI
 1919 7th Ave North
 Escanaba, MI 49829
 906-786-2286
 800-242-3550

APPLETON, WI
 1750 Prospect Ct, Unit 101
 Appleton, WI, 54911
 920-749-4985
 866-295-4386

WAUSAU, WI
 7202 Zinser St.
 Schofield, WI 54476
 715-355-0701
 877-355-2924

Quote

| Customer # | Entered Date | Order # | Page # |
|------------|--------------|------------|--------|
| 6960 | 7/19/24 | 1108251-00 | 1 of 3 |
| PO # | Taken By | | |
| | cts | | |

| Bill To | Ship To |
|--|--|
| TOWN OF LAWRENCE 2400 SHADY COURT DE PERE, WI 54115-9410 | TOWN OF LAWRENCE 2400 SHADY COURT DE PERE, WI 54115-9410 |

| Correspondence To |
|--|
| Truck Equipment Inc P.O. Box 11296 855 Glory Rd. Green Bay, WI 54307-1296 |

Instructions

| Ship Point | Via | Ship Date | Terms |
|-----------------------------|---------|-----------|----------|
| Green Bay - Truck Equipment | SERVICE | | Net 10th |

Notes

Truck Equipment Inc. is proud to offer the following products to meet or exceed your equipment specifications.

- Stahl CST98vvs-48.5 Challenger ST II Service Body
- * Vehicle to be installed on: 2024 Chevrolet/GM 2500 SRW
- 55" CA Gas - Box delete
- * Recessed circle embossed bumper 79" loose
- * LED S/T/T Surface mounted light kit
- * Lighting adapter plug for 2024 GM 2500/3500 - loose
- * OEM hitch mounting brackets for 2020 - Current GM 2500/3500 - loose
- * CST fender installed streetside w/ 1 front fuel fill **
- Verify scoop qty/location prior to order **
- * E-track - One (1) strip installed on loadspace sidewall.
- Curbside & Streetside 1" from compartment top
- * Textured black spray-on liner on loadspace floor, sidewalls, bulkhead & tailgate
- * Powdercoat Universal white
- * Length: 98"
- * Outside width: 80" Overall
- * Cargo Area: 48.5"
- * Floor Material: 12 gauge embossed galvaneal treadplate
- * Body Material: 14 gauge A40 Galvaneal Steel
- * Door Material: 18 gauge galvaneal steel double panel
- ** Side Compartment Configuration:
- * Streetside:
- ** First Vertical:
- *** 25.06" wide x 36.37" high x 13.84" deep

*** Two adjustable trays with dividers

.

** Horizontal:

*** 45.31" wide x 14.69" high x 13.84" deep

.

** Rear Vertical:

*** 16.5" wide x 36.37" high x 13.84" deep

*** Two adjustable trays with dividers

.

* Curbside:

** First Vertical:

*** 25.06" wide x 36.37" high x 13.84" deep

*** Two adjustable trays with dividers

.

** Horizontal:

*** 45.31" wide x 14.69" high x 13.84" deep

.

** Rear Vertical:

*** 16.5" wide x 36.37" high x 13.84" deep

*** Two adjustable trays with dividers

* Concealed bolt on style door hinges for increased security

* Two point slam-locking tailgate

* Backup alarm

* 2" Class III/IV hitch with 7-way trailer plug - loose

Stahl's 5 year rust through warranty

Install complete.

.

Additional items:

* Remove truck bed and prep frame for service body

* Backup alarm, junction box

.

Graphics

* Install Red/White Reflective 'Chevron' graphic on tailgate and rear of compartments

Install complete.

.

Optional items:

Venturo Crane ET6K

* 2000 lb capacity

* 6' - 10' telescopic boom

* 12v DC winch

* Self-contained hydraulic power unit

* 250 AMP circuit breaker kit

* Manual pullout/manual crankdown outrigger

* Outrigger mounting tube: 3-1/2" x 3-1/2" x 88"

* Reinforcement of service body for crane installation

Install complete. Add on: **\$16,615**

.

Service Body Paint

* Body painted to match cab in lieu of Powder Coated White

Install complete. Add on: **\$2150**

Lighting:

* Sound Off Signal 4" LED Amber strobes.

* Quantity (2) each to be mounted to the grille, rear, and front side of body (qty 1 each side).

* Sound Off Signal 15" LED Amber light bar mounted to roof.

Install complete. Add on: **\$2450**

NOTE: Lead time approximately 36 - 38 weeks

NOTE: Does not include repairs to existing equipment for proper installation

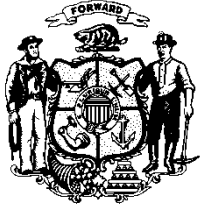
NOTE: UNLESS PREVIOUS ARRANGEMENTS HAVE BEEN MADE, A 20% DEPOSIT WILL BE REQUIRED AT TIME OF ORDER.

NOTE: Any Applicable FET is NOT included in quote unless specifically stated

NOTE: Quote includes Freight

| Line | Product and Description | QTY Ordered | QTY BO | QTY Shipped | QTY UOM | Unit Price | Price UOM | Amount (Net) |
|------|-------------------------|-------------------|--------|-------------|---------|------------|-----------|------------------|
| 1 | WO99 GENERAL REPAIR | 1.00 | 0.00 | 1.00 | EA | 17,935.00 | EA | 17,935.00 |
| 1 | Lines Total | QTY Shipped Total | | 1.00 | | Subtotal | | 17,935.00 |
| | | | | | | Taxes | | 0.00 |
| | | | | | | Total | | 17,935.00 |

39,150



Public Service Commission of Wisconsin

Summer Strand, Chairperson
Kristy Nieto, Commissioner
Marcus Hawkins, Commissioner

4822 Madison Yards Way
P.O. Box 7854
Madison, WI 53707-7854

July 30, 2024

Mr. Patrick Wetzel, Administrator
Town of Lawrence Water Utility
2400 Shady Court
De Pere, WI 54115

Re: Application of the Town of Lawrence, Brown County, 3095-WR-104
Wisconsin, as a Water Public Utility, for Authority to
Adjust Water Rates

Dear Mr. Wetzel:

On July 30, 2024, the Public Service Commission (Commission) issued its Final Decision in Docket 3095-WR-104 for new rates and rules for the Town of Lawrence Water Utility (Utility). On July 30, 2024, the Utility filed a letter stating it has adopted the rates and rules authorized by the Commission and will make the rates effective for service beginning August 1, 2024.

The Commission has placed the new rates and rules on file as Amendment 12. Attached is a copy of the Amendment for the Utility's records. Also attached is a sheet that indicates the schedules that have been amended, deleted, or have remained unchanged as authorized by the Commission's Final Decision. Please refer to this sheet in updating the Utility's copy of the rate file.

The Utility must make the current rates and rules available for public inspection and review at the Utility's office(s) and all bill payment stations pursuant to Wis. Admin. Code § PSC 185.22. The Utility should mark the old rates and rules as superseded and keep them in a separate file. Pursuant to Wis. Admin. Code § PSC 185.19, the Utility must keep a file of its previous rates and rules permanently.

If you have any questions, please contact me.

Sincerely,

Alex Hanna
Public Utility Rate Analyst
Public Service Commission of Wisconsin
Division of Water Utility Regulation and Analysis
(608) 267-2336 | Alex.Hanna@wisconsin.gov

AJH:DL:02022523

Docket 3095-WR-104

Town of Lawrence Water Utility
Authorized Water Rates and Rules

Docket 3095-WR-104

Town of Lawrence Water Utility

Water Rate File Changes

New

W-2

OC-1

Sg-1

Amended

F-1

Upf-1

Mg-1

W-1

Mpa-1

Ug-1

BW-1

R-1

Cz-1

X-1

X-2

X-3

Deleted

PWAC-1

NSF-1

Mgt-1

Mz-1

Public Service Commission of Wisconsin

Town of Lawrence Water Utility

Public Fire Protection Service

Public fire protection service includes the use of hydrants for fire protection service only and such quantities of water as may be demanded for the purpose of extinguishing fires within the service area. This service shall also include water used for testing equipment and training personnel. For all other purposes, the metered or other rates set forth, or as may be filed with the Public Service Commission, shall apply.

Municipal Charge:

The annual charge for public fire protection service to the Town of Lawrence shall be \$91,662. The utility may bill for this amount in equal installments.

Direct Charge:

Under the Wis. Stat. 196.03(3)(b), the municipality has chosen to have the utility bill the remaining public fire protection service charge to the retail general service customers.

Quarterly Public Fire Protection Service Charges:

| | | | |
|---------------------|----------|------------------|-------------|
| 5/8 - inch meter: | \$ 12.15 | 3 - inch meter: | \$ 183.00 |
| 3/4 - inch meter: | \$ 12.15 | 4 - inch meter: | \$ 306.00 |
| 1 - inch meter: | \$ 30.30 | 6 - inch meter: | \$ 609.00 |
| 1 1/4 - inch meter: | \$ 45.30 | 8 - inch meter: | \$ 975.00 |
| 1 1/2 - inch meter: | \$ 61.50 | 10 - inch meter: | \$ 1,461.00 |
| 2 - inch meter: | \$ 99.00 | 12 - inch meter: | \$ 1,950.00 |

Customers who are provided service under Schedules Mg-1, Ug-1 or Sg-1 shall also be subject to the charges in this schedule according to the size of their primary meter.

Billing: Same as Schedule Mg-1.

Public Service Commission of Wisconsin

Town of Lawrence Water Utility

Private Fire Protection Service - Unmetered

This service shall consist of permanent or continuous unmetered connections to the main for the purpose of supplying water to private fire protection systems such as automatic sprinkler systems, standpipes, and private hydrants. This service shall also include reasonable quantities of water used for testing check valves and other backflow prevention devices.

Quarterly Private Fire Protection Service Demand Charges:

| | | |
|---------------------------------|----|--------|
| 2 - inch or smaller connection: | \$ | 21.00 |
| 3 - inch connection: | \$ | 39.00 |
| 4 - inch connection: | \$ | 63.00 |
| 6 - inch connection: | \$ | 126.00 |
| 8 - inch connection: | \$ | 198.00 |
| 10 - inch connection: | \$ | 300.00 |
| 12 - inch connection: | \$ | 399.00 |
| 14 - inch connection: | \$ | 498.00 |
| 16 - inch connection: | \$ | 597.00 |

Billing: Same as Schedule Mg-1.

Public Service Commission of Wisconsin

Town of Lawrence Water Utility

General Service - Metered

Quarterly Service Charges:

| | | | |
|---------------------|-----------|------------------|-------------|
| 5/8 - inch meter: | \$ 36.00 | 3 - inch meter: | \$ 210.00 |
| 3/4 - inch meter: | \$ 36.00 | 4 - inch meter: | \$ 333.00 |
| 1 - inch meter: | \$ 51.00 | 6 - inch meter: | \$ 630.00 |
| 1 1/4 - inch meter: | \$ 66.00 | 8 - inch meter: | \$ 984.00 |
| 1 1/2 - inch meter: | \$ 84.00 | 10 - inch meter: | \$ 1,455.00 |
| 2 - inch meter: | \$ 123.00 | 12 - inch meter: | \$ 1,926.00 |

Plus Volume Charges:

| | |
|---|--------------------------|
| First 21,000 gallons used each quarter: | \$8.85 per 1,000 gallons |
| Over 21,000 gallons used each quarter: | \$8.33 per 1,000 gallons |

Billing: Bills for water service are rendered quarterly and become due and payable upon issuance following the period for which service is rendered. A late payment charge of 1 percent per month will be added to bills not paid within 20 days of issuance. This late payment charge will be applied to the total unpaid balance for utility service, including unpaid late payment charges. The late payment charge is applicable to all customers. The utility customer may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued. Unless payment or satisfactory arrangement for payment is made within the next 10 days, service may be disconnected pursuant to Wis. Adm. Code ch. PSC 185.

Combined Metering: Volumetric meter readings will be combined for billing if the utility for its own convenience places more than one meter on a single water service lateral. Multiple meters placed for the purpose of identifying water not discharged into the sanitary sewer are not considered for utility convenience and shall not be combined for billing. This requirement does not preclude the utility from combining readings when metering configurations support such an approach. Meter readings from individually metered separate service laterals shall not be combined for billing purposes.

Public Service Commission of Wisconsin

Town of Lawrence Water Utility

Wholesale Water Service

Wholesale water service to the Hemlock Creek Subdivision located in the Village of Hobart shall be provided at the following rates:

Quarterly Public Fire Protection Service Charge

Service Charge: 26 times 5/8-inch service charge on Schedule F-1

Quarterly General Service Charges

Service Charge: 26 times 5/8-inch service charge on Schedule Mg-1

Volume Charge: Highest volumetric rate on Schedule Mg-1*

* where volume equals the sum of the 26 water meters located in the Hemlock Creek Subdivision in the Village of Hobart

Billing: Same as Schedule Mg-1.

Public Service Commission of Wisconsin

Town of Lawrence Water Utility

Wholesale Water Service

Wholesale water service to the Mystic Creek Subdivision located in the City of De Pere shall be provided at the following rates:

Quarterly Public Fire Protection Service Charge

Service Charge: 97 times 5/8-inch service charge on Schedule F-1

Quarterly General Service Charges

Service Charge: 97 times 5/8-inch service charge on Schedule Mg-1

Volume Charge: Highest volumetric rate on Schedule Mg-1*

* where volume equals the sum of the 97 water meters located in the Mystic Creek Subdivision located in the City of De Pere

Billing: Same as Schedule Mg-1.

Public Service Commission of Wisconsin

Town of Lawrence Water Utility

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|----------------------|
| Other Charges |
|----------------------|

Payment Not Honored by Financial Institution Charge: The utility shall assess a \$30.00 charge when a payment rendered for utility service is not honored by the customer's financial institution. This charge may not be in addition to, but may be inclusive of, other such charges when the payment was for multiple services.

Billing: Same as Schedule Mg-1.

Public Service Commission of Wisconsin

Town of Lawrence Water Utility

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| Public Service |
|-----------------------|

Metered Service

Water used by the Town of Lawrence on an intermittent basis for flushing sewers, street washing, flooding skating rinks, drinking fountains, etc., shall be metered and billed according to the rates set forth in Schedule Mg-1.

Unmetered Service

Where it is impossible to meter the service, the utility shall estimate the volume of water used based on the pressure, size of opening, and the period of time the water is used. The estimated quantity shall be billed at the volumetric rates set forth in Schedule Mg-1, excluding any service charges.

Billing: Same as Schedule Mg-1.

Public Service Commission of Wisconsin

Town of Lawrence Water Utility

General Water Service - Unmetered

Service may be supplied temporarily on an unmetered basis where the utility cannot immediately install a water meter, including water used for construction. Unmetered service shall be billed the amount that would be charged to a metered residential customer using 12,000 gallons of water quarterly under Schedule Mg-1, including the service charge for a 5/8-inch meter. If the utility determines that actual usage exceeds 12,000 gallons of water quarterly, an additional charge for the estimated excess usage shall be made according to the rates under Schedule Mg-1.

This schedule applies only to customers with a 1-inch or smaller service connection. For customers with a larger service connection, the utility shall install a temporary meter and charges shall be based on the rates set forth under Schedule Mg-1.

Billing: Same as Schedule Mg-1.

Public Service Commission of Wisconsin

Town of Lawrence Water Utility

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|-------------------------|
| Seasonal Service |
|-------------------------|

Seasonal customers are general service customers who voluntarily request disconnection of water service and who resume service at the same location within 12 months of the disconnection, unless service has been provided to another customer at that location in the intervening period. The utility shall bill seasonal customers the applicable service charges under Schedule Mg-1 year-round, including the period of temporary disconnection.

Seasonal service shall include customers taking service under Schedule Mg-1, Schedule Ug-1, or Schedule Am-1.

Upon reconnection, the utility shall apply a charge under Schedule R-1 and require payment of any unpaid charges under this schedule.

Billing: Same as Schedule Mg-1, unless the utility and customer agree to an alternative payment schedule for the period of voluntary disconnection.

Public Service Commission of Wisconsin

Town of Lawrence Water Utility

| |
|-------------------|
| Bulk Water |
|-------------------|

All bulk water supplied from the water system through hydrants or other connections shall be metered or estimated by the utility. Utility personnel or a party approved by the utility shall supervise the delivery of water.

Bulk water sales are:

- A. Water supplied by tank trucks or from hydrants for the purpose of extinguishing fires outside the utility's service area;
- B. Water supplied by tank trucks or from hydrants for purposes other than extinguishing fires, such as water used for irrigation or filling swimming pools; or,
- C. Water supplied from hydrants or other temporary connections for general service type applications, except that Schedule Ug-1 applies for water supplied for construction purposes.

A service charge of \$55.00 and a charge for the volume of water used shall be billed to the party using the water. The volumetric charge shall be calculated using the highest volumetric rate for residential customers under Schedule Mg-1. In addition, for meters that are assigned to bulk water customers for more than 7 days, the applicable service charge in Schedule Mg-1 will apply after the first 7 days.

The water utility may require a reasonable deposit for the temporary use of its equipment under this and other rate schedules. The deposit(s) collected shall be refunded upon return of the utility's equipment. Damaged or lost equipment shall be repaired or replaced at the customer's expense.

Billing: Same as Schedule Mg-1.

Public Service Commission of Wisconsin

Town of Lawrence Water Utility

| |
|-----------------------------|
| Reconnection Charges |
|-----------------------------|

The utility shall assess a charge to reconnect a customer, which includes reinstalling a meter and turning on the valve at the curb stop, if necessary. A utility may not assess a charge for disconnecting a customer.

During normal business hours: \$55.00

After normal business hours: \$82.50

Billing: Same as Schedule Mg-1.

RATE FILE

Sheet No. 1 of 1

Schedule No. Cz-1

Amendment No. 12

Public Service Commission of Wisconsin

Town of Lawrence Water Utility

| |
|--|
| Water Lateral Installation Charge |
|--|

The utility shall charge a customer for the actual cost of installing a water service lateral from the main through curb stop and box if these costs are not contributed as part of a subdivision development or otherwise recovered under Wis. Stats. Chapter 66.

Billing: Same as Schedule Mg-1.

Public Service Commission of Wisconsin

Town of Lawrence Water Utility

Water Utility Operating Rules

Compliance with Rules

All persons now receiving water service from this water utility, or who may request service in the future, shall be considered as having agreed to be bound by the rules and regulations as filed with the Public Service Commission of Wisconsin.

Establishment of Service

Application for water service may be made in writing on a form furnished by the water utility. The application will contain the legal description of the property to be served, the name of the owner, the exact use to be made of the service, and the size of the service lateral and meter desired. Note particularly any special refrigeration, fire protection, or water-consuming air-conditioning equipment.

Service will be furnished only if (1) the premises have a frontage on a properly platted street or public strip in which a cast iron or other long-life water main has been laid, or where the property owner has agreed to and complied with the provisions of the water utility's filed main extension rule, (2) the property owner has installed or agrees to install a service lateral from the curb stop to the point of use that is not less than 6 feet below the surface of an established or proposed grade and meets the water utility's specifications, and (3) the premises have adequate piping beyond the metering point.

The owner of a multi-unit dwelling has the option of being served by individual metered water service to each unit. The owner, by selecting this option, is required to provide interior plumbing and meter settings to enable individual metered service to each unit and individual disconnection without affecting service to other units. Each meter and meter connection will be treated as a separate water utility account for the purpose of the filed rules and regulations.

No division of the water service lateral to any lot or parcel of land shall be made for the extension and independent metering of the supply to an adjoining lot or parcel of land. Except for duplexes, no division of a water service lateral shall be made at the curb for separate supplies for two or more separate premises having frontage on any street or public service strip, whether owned by the same or different parties. Duplexes may be served by one lateral provided (1) individual metered service and disconnection is provided and (2) it is permitted by local ordinance.

Buildings used in the same business, located on the same parcel, and served by a single lateral may have the customer's water supply piping installed to a central point so that volume can be metered in one place.

The water utility may withhold approval of any application where full information of the purpose of such supply is not clearly indicated and set forth by the applicant property owner.

Public Service Commission of Wisconsin

Town of Lawrence Water Utility

Water Utility Operating Rules

Reconnection of Service

Where the water utility has disconnected service at the customer's request, a reconnection charge shall be made when the customer requests reconnection of service. See Schedule R-1 for the applicable rate.

A reconnection charge shall also be required from customers whose services are disconnected (shut off at curb stop box) because of nonpayment of bills when due. See Schedule R-1 for the applicable rate.

If reconnection is requested for the same location by any member of the same household, or, if a place of business, by any partner of the same business, it shall be considered as the same customer.

Temporary Metered Service, Meter, and Deposits

An applicant for temporary water service on a metered basis shall make and maintain a monetary deposit for each meter installed as security for payment for use of water and for such other charges which may arise from the use of the supply. A charge shall be made for setting the valve and furnishing and setting the meter. See Schedule BW-1 for the applicable rate.

Water for Construction

When water is requested for construction purposes or for filling tanks or other such uses, an application shall be made to the water utility, in writing, giving a statement of the amount of construction work to be done or the size of the tank to be filled, etc. Payment for the water for construction may be required in advance at the scheduled rates. The service lateral must be installed into the building before water can be used. No connection with the service lateral at the curb shall be made without special permission from the water utility. In no case will any employee of the water utility turn on water for construction work unless the contractor has obtained permission from the water utility.

Customers shall not allow contractors, masons, or other persons to take unmetered water from their premises without permission from the water utility. Any customer failing to comply with this provision may have water service discontinued and will be responsible for the cost of the estimated volume of water used.

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Water Utility Operating Rules

Use of Hydrants

In cases where no other supply is available, permission may be granted by the water utility to use a hydrant. No hydrant shall be used until the proper meter and valve are installed. In no case shall any valve be installed or moved except by an employee of the water utility.

Before a valve is set, payment must be made for its setting and for the water to be used at the scheduled rates. Where applicable, see Schedule BW-1 for deposits and charges. Upon completing the use of the hydrant, the customer must notify the water utility to that effect.

Operation of Valves and Hydrants and Unauthorized Use of Water - Penalty

Any person who shall, without authority of the water utility, allow contractors, masons, or other unauthorized persons to take water from their premises, operate any valve connected with the street or supply mains, or open any fire hydrant connected with the distribution system, except for the purpose of extinguishing fire, or who shall wantonly damage or impair the same, shall be subject to a fine as provided by municipal ordinance. Utility permission for the use of hydrants applies only to such hydrants that are designated for the specific use.

Refunds of Monetary Deposits

All money deposited as security for payment of charges arising from the use of temporary water service on a metered basis, or for the return of a hydrant valve and fixtures if the water is used on an unmetered basis, will be refunded to the depositor on the termination of the use of water, the payment of all charges levied against the depositor, and the return of the water utility's equipment.

Service Laterals

No water service lateral shall be laid through any trench having cinders, rubbish, rock or gravel fill, or any other material which may cause injury to or disintegration of the service lateral, unless adequate means of protection are provided by sand filling or such other insulation as may be approved by the water utility. Service laterals passing through curb or retaining walls shall be adequately safeguarded by provision of a channel space or pipe casing not less than twice the diameter of the service connection. The space between the service lateral and the channel or pipe casing shall be filled and lightly caulked with an oakum, mastic cement, or other resilient material and made impervious to moisture.

In backfilling the pipe trench, the service lateral must be protected against injury by carefully hand tamping the ground filling around the pipe. There should be at least 6 inches of ground filling over the pipe, and it should be free from hard lumps, rocks, stones, or other injurious material.

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Service Laterals (continued)

All water service laterals shall be of undiminished size from the street main into the point of meter placement. Beyond the meter outlet valve, the piping shall be sized and proportioned to provide, on all floors, at all times, an equitable distribution of the water supply for the greatest probable number of fixtures or appliances operating simultaneously.

Replacement and Repair of Service Laterals

The service lateral from the main to and through the curb stop will be maintained and kept in repair and, when worn out, replaced at the expense of the water utility. The property owner shall maintain the service lateral from the curb stop to the point of use.

If an owner fails to repair a leaking or broken service lateral from the curb to the point of metering or use within such time as may appear reasonable to the water utility after notification has been served on the owner by the water utility, the water will be shut off and will not be turned on again until the repairs have been completed.

Abandonment of Service

If a property owner changes the use of a property currently receiving water service such that water service will no longer be needed in the future, the water utility may require the abandonment of the water service at the water main. In such case, the property owner may be responsible for all removal and/or repair costs, including the water main and the utility portion of the water service lateral.

Charges for Water Wasted Due to Leaks

See Wis. Admin. Code § PSC 185.35 or Schedule X-4, if applicable.

Thawing Frozen Service Laterals

See Wis. Admin. Code § PSC 185.88 or Schedule X-4, if applicable.

Curb Stop Boxes

The curb stop box is the property of the water utility. The water utility is responsible for its repair and maintenance. This includes maintaining, through adjustment, the curb stop box at an appropriate grade level where no direct action by the property owner or occupant has contributed to an elevation problem. The property owner is responsible for protecting the curb stop box from situations that could obstruct access to it or unduly expose it to harm. The water utility shall not be liable for failure to locate the curb stop box and shut off the water in case of a leak on the owner's premises.

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Installation of Meters

Meters will be owned, furnished, and installed by the water utility or a utility-approved contractor and are not to be disconnected or tampered with by the customer. All meters shall be so located that they shall be protected from obstructions and permit ready access for reading, inspection, and servicing, such location to be designated or approved by the water utility. All piping within the building must be supplied by the owner. Where additional meters are desired by the owner, the owner shall pay for all piping. Where applicable, see Schedule Am-1 for rates.

Repairs to Meters

Meters will be repaired by the water utility, and the cost of such repairs caused by ordinary wear and tear will be borne by the water utility.

Repair of any damage to a meter resulting from the carelessness of the owner of the premises, owner's agent, or tenant, or from the negligence of any one of them to properly secure and protect same, including any damage that may result from allowing a water meter to become frozen or to be damaged from the presence of hot water or steam in the meter, shall be paid for by the customer or the owner of the premises.

Service Piping for Meter Settings

Where the original service piping is installed for a new metered customer, where existing service piping is changed for the customer's convenience, or where a new meter is installed for an existing unmetered customer, the owner of the premises at his/her expense shall provide a suitable location and the proper connections for the meter. The meter setting and associated plumbing shall comply with the water utility's standards. The water utility should be consulted as to the type and size of the meter setting.

Turning on Water

The water may only be turned on for a customer by an authorized employee of the water utility. Plumbers may turn the water on to test their work, but upon completion must leave the water turned off.

Sprinkling Restrictions and Emergency Water Conditions

Where the municipality has a policy regarding sprinkling restrictions and/or emergency water conditions, failure to comply with such may result in disconnection of service.

See Wis. Admin. Code § PSC 185.37.

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Town of Lawrence Water Utility

Water Utility Operating Rules

Failure to Read Meters

Where the water utility is unable to read a meter, the fact will be plainly indicated on the bill, and either an estimated bill will be computed or the minimum charge applied. The difference shall be adjusted when the meter is again read, that is, the bill for the succeeding billing period will be computed with the gallons or cubic feet in each block of the rate schedule doubled, and credit will be given on that bill for the amount of the bill paid the preceding period. Only in unusual cases shall more than three consecutive estimated or minimum bills be rendered.

If the meter is damaged (see Surreptitious Use of Water) or fails to operate, the bill will be based on the average use during the past year, unless there is some reason why the use is not normal. If the average use cannot be properly determined, the bill will be estimated by some equitable method.

See Wis. Admin. Code § PSC 185.33.

Complaint Meter Tests

See Wis. Admin. Code § PSC 185.77.

Inspection of Premises

During reasonable hours, any officer or authorized employee of the water utility shall have the right of access to the premises supplied with service for the purpose of inspection or for the enforcement of the water utility's rules and regulations. Whenever appropriate, the water utility will make a systematic inspection of all unmetered water taps for the purpose of checking waste and unnecessary use of water.

See Wis. Stat. § 196.171.

Vacation of Premises

When premises are to be vacated, the water utility shall be notified, in writing, at once, so that it may remove the meter and shut off the water supply at the curb stop. The owner of the premises shall be liable for prosecution for any damage to the water utility's property. See "Abandonment of Service" in Schedule X-1 for further information.

Deposits for Residential Service

See Wis. Admin. Code § PSC 185.36.

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Deposits for Nonresidential Service

See Wis. Admin. Code § PSC 185.361.

Deferred Payment Agreement

See Wis. Admin. Code § PSC 185.38 or Schedule X-4, if applicable.

Dispute Procedures

See Wis. Admin. Code § PSC 185.39.

Disconnection and Refusal of Service

See Wis. Admin. Code § PSC 185.37.

The following is an example of a disconnection notice that the utility may use to provide the required notice to customers.

DISCONNECTION NOTICE

Dear Customer:

The bill enclosed with this notice includes your current charge for water utility service and your previous unpaid balance.

You have 10 days to pay the water utility service arrears or your service is subject to disconnection.

If you fail to pay the service arrears or fail to contact us within the 10 days allowed to make reasonable deferred payment arrangement or other suitable arrangement, we will proceed with disconnection action.

To avoid the inconvenience of service interruption and an additional charge of (amount) for reconnection, we urge you to pay the full arrears IMMEDIATELY AT ONE OF OUR OFFICES.

If you have entered into a Deferred Payment Agreement with us and have failed to make the deferred payments you agreed to, your service will be subject to disconnection unless you pay the entire amount due within 10 days.

If you have a reason for delaying the payment, call us and explain the situation.

Town of Lawrence Water Utility

Water Utility Operating Rules

Disconnection and Refusal of Service (continued)

DISCONNECTION NOTICE (continued)

PLEASE CALL THIS TELEPHONE NUMBER, (telephone number), IMMEDIATELY IF:

1. You dispute the notice of delinquent account.
2. You have a question about your water utility service arrears.
3. You are unable to pay the full amount of the bill and are willing to enter into a deferred payment agreement with us.
4. There are any circumstances you think should be taken into consideration before service is discontinued.
5. Any resident is seriously ill.

Illness Provision: If there is an existing medical emergency in your home and you furnish the water utility with a statement signed by either a licensed Wisconsin physician or a public health official, we will delay disconnection of service up to 21 days. The statement must identify the medical emergency and specify the period of time during which disconnection will aggravate the existing emergency.

Deferred Payment Agreements: If you are a residential customer and you are unable to pay the full amount of the water utility service arrears on your bill, you may contact the water utility to discuss arrangements to pay the arrears over an extended period of time.

This time payment agreement will require:

1. Payment of a reasonable amount at the time the agreement is made.
2. Payment of the remainder of the outstanding balance in monthly installments over a reasonable length of time.
3. Payment of all future water utility service bills in full by the due date.

In any situation where you are unable to resolve billing disputes or disputes about the grounds for proposed disconnection through contacts with our water utility, you may make an appeal to the Public Service Commission of Wisconsin by calling (800) 225-7729.

(WATER UTILITY NAME)

Public Service Commission of Wisconsin

Town of Lawrence Water Utility

Water Utility Operating Rules

Collection of Overdue Bills

An amount owed by the customer may be levied as a tax as provided in Wis. Stat. § 66.0809.

Surreptitious Use of Water

When the water utility has reasonable evidence that a person is obtaining water, in whole or in part, by means of devices or methods used to stop or interfere with the proper metering of the water utility service being delivered, the water utility reserves the right to estimate and present immediately a bill for unmetered service as a result of such interference, and such bill shall be payable subject to a 24-hour disconnection of service. If the water utility disconnects the service for any such reason, the water utility will reconnect the service upon the following conditions:

- A. The customer will be required to deposit with the water utility an amount sufficient to guarantee the payment of the bills for water utility service.
- B. The customer will be required to pay the water utility for any and all damages to water utility equipment resulting from such interference with the metering.
- C. The customer must further agree to comply with reasonable requirements to protect the water utility against further losses.

See Wis. Stat. §§ 98.26 and 943.20.

Repairs to Mains

The water utility reserves the right to shut off the water supply in the mains temporarily to make repairs, alterations, or additions to the plant or system. When the circumstances will permit, the water utility will give notification, by newspaper publication or otherwise, of the discontinuance of the water supply. No credit will be allowed to customers for such temporary suspension of the water supply.

See Wis. Admin. Code § PSC 185.87.

Duty of Water Utility with Respect to Safety of the Public

It shall be the duty of the water utility to see that all open ditches for water mains, hydrants, and service laterals are properly guarded to prevent accident to any person or vehicle, and at night there shall be displayed proper signal lighting to ensure the safety of the public.

Public Service Commission of Wisconsin

Town of Lawrence Water Utility

Water Utility Operating Rules

Handling Water Mains and Service Laterals in Excavation Trenches

Contractors must call Digger’s Hotline and ensure a location is done to establish the existence and location of all water mains and service laterals as provided in Wis. Stat. § 182.0175. Where water mains or service laterals have been removed, cut, or damaged during trench excavation, the contractors must, at their own expense, cause them to be replaced or repaired at once. Contractors must not shut off the water service laterals to any customer for a period exceeding 6 hours.

Protective Devices

- A. Protective Devices in General: The owner or occupant of every premise receiving water supply shall apply and maintain suitable means of protection of the premise supply and all appliances against damage arising in any manner from the use of the water supply, variation of water pressure, or any interruption of water supply. Particularly, such owner or occupant must protect water-cooled compressors for refrigeration systems by means of high and/or low pressure safety cutout devices. There shall likewise be provided means for the prevention of the transmission of water ram or noise of operation of any valve or appliance through the piping of their own or adjacent premises.

- B. Relief Valves: On all "closed systems" (i.e., systems having a check valve, pressure regulator, reducing valve, water filter, or softener), an effective pressure relief valve shall be installed at or near the top of the hot water tank or at the hot water distribution pipe connection to the tank. No stop valve shall be placed between the hot water tank and the relief valve or on the drain pipe. See applicable plumbing codes.

- C. Air Chambers: An air chamber or approved shock absorber shall be installed at the terminus of each riser, fixture branch, or hydraulic elevator main for the prevention of undue water hammer. The air chamber shall be sized in conformance with local plumbing codes. Where possible, the air chamber should be provided at its base with a valve for water drainage and replenishment of air.

Cross-Connections

Every person owning or occupying a premise receiving municipal water supply shall maintain such municipal water supply free from any connection, either of a direct or of an indirect nature, with a water supply from a foreign source or of any manner of connection with any fixture or appliance whereby water from a foreign supply or the waste from any fixture, appliance, or waste or soil pipe may flow or be siphoned or pumped into the piping of the municipal water system.

See Wis. Admin. Code § NR 811.06.

Public Service Commission of Wisconsin

Town of Lawrence Water Utility

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| Water Main Extension Rule |
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Water mains will be extended for new customers on the following basis:

- A. Where the cost of the extension is to immediately be collected through assessment by the municipality against the abutting property, the procedure set forth under Wis. Stat. § 66.0703 will apply, and no additional customer contribution to the utility will be required.
- B. Where the municipality is unwilling or unable to make a special assessment, the extension will be made on a customer-financed basis as follows:
 - 1. The applicant(s) will advance as a contribution in aid of construction the total amount equivalent to that which would have been assessed for all property under paragraph A.
 - 2. Part of the contribution required in paragraph B.1. will be refundable. When additional customers are connected to the extended main within 10 years of the date of completion, contributions in aid of construction will be collected equal to the amount which would have been assessed under paragraph A. for the abutting property being served. This amount will be refunded to the original contributor(s). In no case will the contributions received from additional customers exceed the proportionate amount which would have been required under paragraph A., nor will it exceed the total assessable cost of the original extension.
- C. When a customer connects to a transmission main or connecting loop installed at utility expense within 10 years of the date of completion, there will be a contribution required of an amount equivalent to that which would have been assessed under paragraph A.

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Water Main Installations in Platted Subdivisions

Application for installation of water mains in regularly platted real estate development subdivisions shall be filed with the utility.

If the developer, or a contractor employed by the developer, is to install the water mains (with the approval of the utility), the developer shall be responsible for the total cost of construction.

If the utility or its contractor is to install the water mains, the developer shall be required to advance to the utility, prior to the beginning of the construction, the total estimated cost of the extension. If the final costs exceed estimated costs, an additional billing will be made for the balance of the cost due. This balance is to be paid within 30 days. If final costs are less than estimated, a refund of the overpayment will be made by the water utility.