

CITY OF SPARTA
FINANCE AGENDA
May 8, 2024

CITY HALL

6:00 P.M.

- 1. Call Meeting to Order**
- 2. Consent Agenda: Consisting of Minutes of the Regular Meeting on April 3, 2024**
- 3. Consideration of Tourism Funds for the Boys & Girls Club Sparta Stampede**
- 4. Consideration of Start Date for Police Union Negotiations**
- 5. Consideration of Accepting DHS Grant Funding for an Additional Police Officer**
- 6. Consideration of Professional Services from SEH for Design of 8th Court for Street and Utility Improvements**
- 7. Consideration to Allow Treasurer to Seek Funds for TID #9 Project**
- 8. Consideration of Land Sale to Anderson Moving Located at 4500 Theater Road**
- 9. Consideration of Land Sale to Jaymin Patel Located at 4100 Theater Road**
- 10. Consideration of Bid for Construction and Paving of Memorial Park Pickleball Courts**
- 11. Consideration of Bid for Painting of Memorial Park Pickleball Courts**
- 12. Consideration of Bid for Fencing and Netting for Memorial Park Pickleball Courts**
- 13. Items for Future Consideration**
- 14. Adjourn**

A possible quorum of the Common Council may be in attendance at this meeting but no action will be taken by the Council.

Posted: 05/06/2024

CITY OF SPARTA
FINANCE MINUTES
April 3, 2024

PRESENT: Matthew Hoffland, Bruce Humphrey, Josh Lydon

ABSENT:

ALSO PRESENT: Mark Sund, Todd Fahning, Mayor Kevin Riley, Robert Arnold, Jim Church, Booker Ferguson, Brenden Kehren, Members of the Sparta Youth Hockey Association, Jaymin Patel

Josh Lydon called the meeting to order at 6:30 p.m.

A motion was made by Bruce Humphrey and seconded by Matthew Hoffland to approve the Consent Agenda consisting of the minutes of the regular meeting of March 6, 2024. Motion carried 3-0.

Reinhard Mueller spoke on behalf of the Sparta Chamber of Commerce to request Community Project Funds in the amount of \$10,000 toward the concession stand facility being built in Evans-Bosshard Park. Mark Sund stated the Community Project Funds is a line item in the tourism fund and available for this type of project.

A motion was made by Bruce Humphrey and seconded by Matthew Hoffland to approve the \$10,000 in Community Project Funds for the Sparta Area Chamber of Commerce. Motion carried 3-0.

Brenden Kehren spoke on behalf of the Sparta Youth Hockey Association to request ARA Funds for the replacement of boards and glass at the hockey rink. They received an active quote of approximately \$85,600 for the delivery and replacement of boards, tempered glass, some customizations, and the replacement of some panels. Brenden stated the Association met and have plans in place for increased revenue generating activities in the way of increased player and tournament fees, and additional fundraising activities. They intend to increase their marketing strategy to garner attendance and increase sponsorship and advertising opportunities. Their initial goal is to bring in an additional \$20,000 to \$50,000.

There was still some concern regarding the amount of lease payments the Association is behind and how much per year it would take them to catch back up. Some feel they are unrealistic in their fundraising goals.

A motion was made by Bruce Humphrey and seconded by Matthew Hoffland to approve up to \$86,000 in ARA Funds for Sparta Youth Hockey Association. Motion carried 3-0.

Mark Sund stated the hockey rink balloon payment on the 10-year note is coming due in the amount of \$294,000. He is asking permission to rebid the loan for five to 10 years depending on the rates available.

A motion was made by Bruce Humphrey and seconded by Matthew Hoffland to approve the rebid of the hockey rink balloon payment. Motion carried 3-0.

Bids were received for the South Pointe Business Park Phase 3 project. The scope of work is for moving the storm water drainage ditch, improvement of sewer and water, and grading work to prep the area for buildable sites. The low bidder made a significant error in their bid and formally asked for their bid to be withdrawn. The next low bid for the Base Bid and Alternate A in the amount of \$1,380,288.70 was H. James & Sons, Inc. out of Fennimore, Wisconsin.

A motion was made by Matthew Hoffland and seconded by Bruce Humphrey to approve the South Pointe Business Park Phase 3 bid in the amount of \$1,380,288.70 from H. James & Sons, Inc. Motion carried 3-0.

We currently charge \$17.00 for the publication fee for annual liquor and miscellaneous licenses that need to be posted in the newspaper. With the changes in posting procedures and use of an online portal program, the fees have increased. It is suggested we increase the fee to \$25.00.

A motion was made by Matthew Hoffland and seconded by Bruce Humphrey to approve the increase in publication fees from \$17.00 to \$25.00 for liquor and miscellaneous licenses. Motion carried 3-0.

The non-refundable and non-transferrable fee for Operator License applications is currently \$10.00. This fee is required of all applicants to cover at least the background check portion of the application process. The Sparta Police Department runs background checks through three portals and the fees have substantially increased. The increase ensures that those individuals who apply and as a result of the background check would potentially be denied, the city is not out any money as a result of the charges incurred.

A motion was made by Bruce Humphrey and seconded by Matthew Hoffland to approve the increase in the non-refundable and non-transferrable fee for operator license applications from \$10.00 to \$20.00. Motion carried 3-0.

Mark Sund is requesting permission to start the process of closing TID #6 and TID #8 in 2025. Both have positive fund balances. He stated this will also need Council approval.

A motion was made by Bruce Humphrey and seconded by Matthew Hoffland to approve the starting process to close TID #6 and TID #8 in 2025. Motion carried 3-0.

At 6:56 p.m. a motion by Josh Lydon was made for a roll call vote to go into Closed Session per Wis. Stat. 19.85 (1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting

other specified public business, whenever competitive or bargaining reasons require a closed session.

Re: Land Sale in East Side Business Park

And

Re: Land Sale in South Pointe Business Park

Matthew Hoffland, Bruce Humphrey, and Josh Lydon voted yes to go into closed session.

A motion by roll call vote was made to adjourn from closed session and return to open session at 7:25 p.m.

There were no items for future consideration.

A motion was made by Matthew Hoffland and seconded by Bruce Humphrey to adjourn at 7:25 p.m. Motion carried 3-0.

Respectfully submitted,
Jennifer Lydon
City Clerk

City of Sparta Committee/Board Agenda Request Form

Committee/Board _____

Date of Meeting _____

Agenda Item _____

Agenda Item Consideration or Discussion? _____

Agenda Item Wording_____

Supporting Documents Attached? Yes

No

City Council Approval Required? Yes

No

Resolution

Ordinance

Other

Note: This form is required to be completed and submitted to the City Administrator no later than seven working days prior to the meeting. All supporting documentation should be in an electronic format (.pdf, Word or .jpg) if possible.

Agreement for Professional Services

This Agreement is effective as of April 22, 2024, between City of Sparta (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Provide engineering design, survey, construction administration and project management services for the construction of approximately 2,200 L.F. of 8th Court.

Client's Authorized Representative: Todd Fahning, Director of Community Development

Address: 201 W. Oak Street, Sparta, Wisconsin 54656, United States

Telephone: 608.269.4340 Ext. 5159 email: bldg@spartawisconsin.org

Project Manager: Jeremy Tomesh, PE

Project Engineer: Kenton Brose, PE

Address: 329 Jay Street, Suite 301, La Crosse, Wisconsin 54601

Telephone: 608.498.4947 email: jtomesh@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

8th Court currently consists of 2,200 L.F. of gravel path and dirt trail. The proposed project includes construction of a rural section roadway with ditch and culvert drainage. New 8" Water main and 10" sanitary sewer is proposed for the entire length of the project. Stormwater infiltration areas are proposed in the right-of-way for 8th Court. Design of these basins will be done by others. Design includes intersection with Avon Rd. on south end and a parking area and cul-de-sac on north end.

Task 1: Site Investigation & Survey

- Complete field topography survey to develop construction drawings
- Contact Digger's Hotline and request locates of existing utilities along the project. Survey the marked locations of existing underground utilities
- Complete utility inventories of existing storm sewer, water main, valves, and sanitary sewer manholes
- Coordinate geotechnical exploration (soil borings). City to pay geotechnical company directly.

Subtotal: \$10,000

Task 2: Design

- Meet with the City to determine details of project and review all existing information
- Utilize City GIS parcel mapping to estimate available right-of-way
- Design water main and sanitary sewer main
- Coordinate with developer's engineer to incorporate stormwater infiltration basins into 8th Court design. It is assumed design of these basins – sizing, depth, outlets, etc. will be done by others
- Design intersection with Avon Road
- Design parking area and cul-de-sac tie-in at north end of 8th Court
- Coordinate with developer's engineer for connection of 8th Court to proposed development
- Coordinate and design connection to Sparta La Crosse Bike Trail
- Provide a pavement design based on geotechnical report
- Develop preliminary plans and estimate of probable costs.

- Final Plans to include: Title Sheet, Typical Sections, Construction Details, Plan & Profile Sheets and Cross-Sections
- Review these plans with the City to determine conformance to project plan and budget
- Prepare Professional Engineer sealed final drawings and specifications
- Obtain agency approvals and permits for facilities installation and construction such as:
 - Prepare and submit WisDNR Water Main Extension permit application.
 - Prepare and submit WisDNR Sanitary Sewer Extension permit application
 - Prepare and submit WisDNR Notice of Intent permit application.

Subtotal: \$66,500

Task 3: Bidding

- Prepare bid documents
- Project manual including drawings, final specifications and contract documents
- Provide copies and distribute copies of bid documents, prepare advertisement, and answer all questions during bidding process. Client to pay publication costs to the newspaper
- Conduct online bid opening, review all bids and bidder qualifications, and submit bid review information to City
- Assist in contract documentation execution and conduct the preconstruction conference

Subtotal: \$3,000

Task 4: Construction

- Provide construction staking services – assume 40 hours
- Provide resident project representative services up to 480 hours (assume 10-weeks of construction)
- Prepare change orders and process through City
- Review progress payment requests
- Project management

Subtotal: \$89,000

Exclusions / Additional Services

The professional services identified below are not included as part of this Agreement. SEH can provide the professional service below to the Client under a separate agreement based upon a project description, scope of work, schedule and fee estimate under hourly rates of Engineer/Professional at the option of the Client.

Exclusions / Additional Services for the Project under this Agreement include but are not limited to the following.

- Professional services due to major changes in general Scope of Work of this Agreement for the Project
- Project scope does not include wetland delineation. SEH has an “Assured Wetland Delineator” on staff and can provide additional services if required.
- Desktop review of endangered species; field investigations are not included
- The design of temporary roadways and/or widening is not included.
- Coordination with railroad / petroleum / chemical pipeline companies (that have utilities within the Project Site) for crossings, abandonment, etc.
- Preparation of any special documents, negotiations or other services associated with acquiring any off-site easements, additional rights-of-way from property owners, etc.
- Preparation to serve as a consultant or witness for the Client in any litigation, arbitration or other legal or administrative proceedings involving the Project
- Treatment / removal / remediation of contaminated soils or any reports, plans, studies, etc. that address contaminated soils
- Record drawings
- Any Services not specifically listed in tasks 1-4 above

Resident Project Representative Services

RPR services will be provided in accordance with attached Exhibit B.

Schedule: Task 1, 2 and 3 to be completed within 5 months of receiving authorization to proceed. Task 4 will be completed in conjunction with the construction of 8th Court.

Payment: The fee is hourly estimated to be **\$168,500.00** including expenses and equipment.

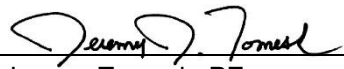
The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the “Agreement”) supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under “Other Terms and Conditions”. The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:
None.

Short Elliott Hendrickson Inc.

City of Sparta

By: 
Full Name: Jeremy Tomesh, PE
Title: Sr. Professional Engineer | Principal

By: _____
Full Name: _____
Title: _____

Exhibit A-1
to Agreement for Professional Services
Between City of Sparta (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated April 22, 2024

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

Exhibit B
to Agreement for Professional Services
Between City of Sparta (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated April 22, 2024

A Listing of the Duties, Responsibilities and
Limitations of Authority of the Resident Project Representative

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, specs, drawings, field orders, addenda, clarifications, interpretations, approved shop drawings and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

A. General

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - (a) Serve as Consultant's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with contractor when contractor's operations affect Client's on-site operations.
 - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples*:
 - (a) Record date of receipt of shop drawings and samples.
 - (b) Receive samples furnished at the site by contractor, and notify Consultant of availability of samples.
 - (c) Advise Consultant and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
 - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
 - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
- 6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Consultant.
- 7. Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to Consultant. Transmit to contractor decisions as issued by Consultant.
- 8. Records:
 - (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
 - (b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
 - (c) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
- 9. Reports:
 - (a) Furnish Consultant periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
 - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
 - (c) Draft proposed change orders and Work, obtaining backup material from contractor and recommend to Consultant change orders, and field orders.
 - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
- 10. Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
- 12. Completion:
 - (a) Before Consultant issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.
 - (b) Conduct final inspection in the company of Consultant, Client, and contractor and prepare a final list of items to be completed or corrected.
 - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept shop drawing or sample submittals from anyone other than contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
- Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
 - Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

- The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
- Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
- Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

- Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

- The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
- Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
- It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

- Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

- Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

- Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
- Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

- All documents, including reports, drawings, calculations, specifications, CAD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
- Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

- Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
- Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

- All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

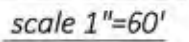
4500 Theater Road
Sparta, WI 54656
Parcel ID: 281-02513-9654
Lot area: 4.4 Acres
Paper Size: 11"x17"

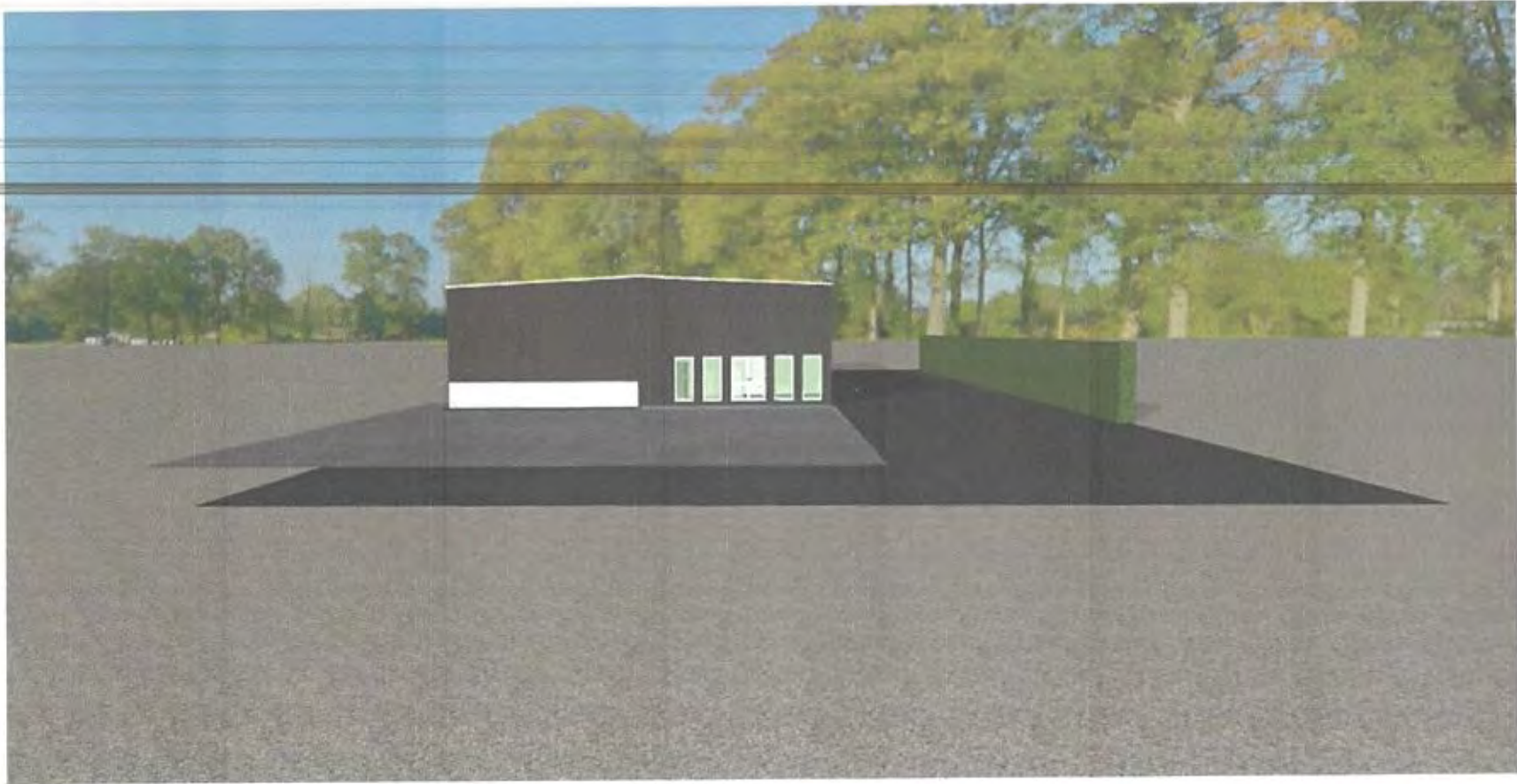
Sparta, WI 54656

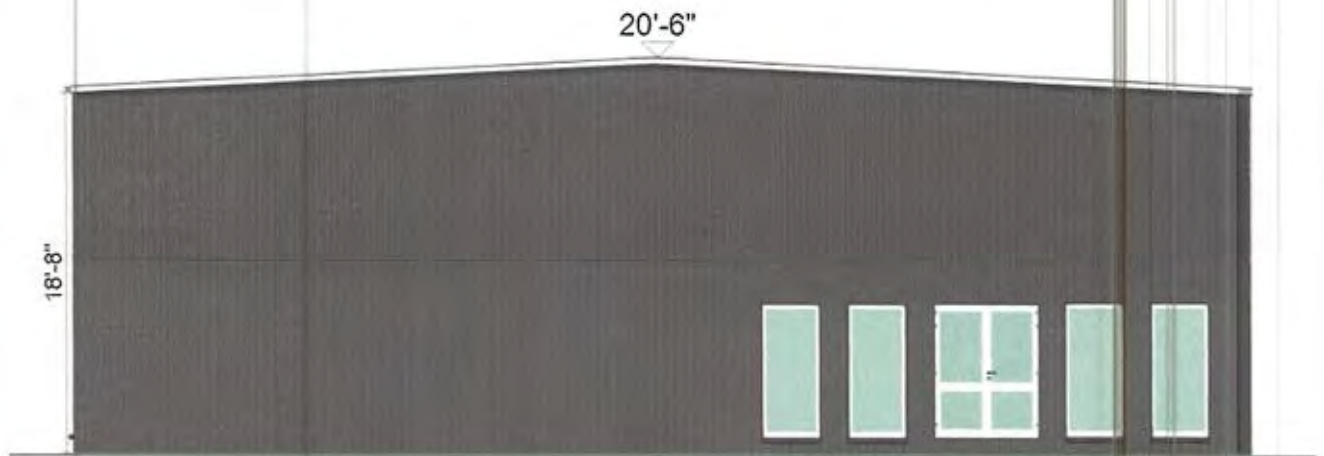
Parcel ID: 281-02513-9654

Lot area: 4.4 Acres

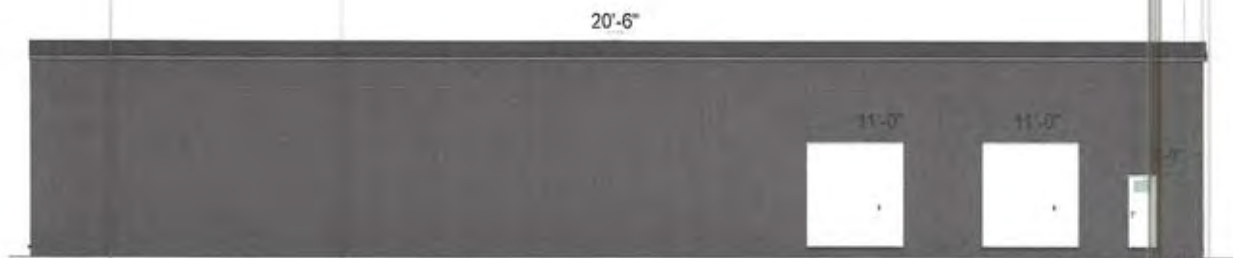
Paper Size: 11"x17"



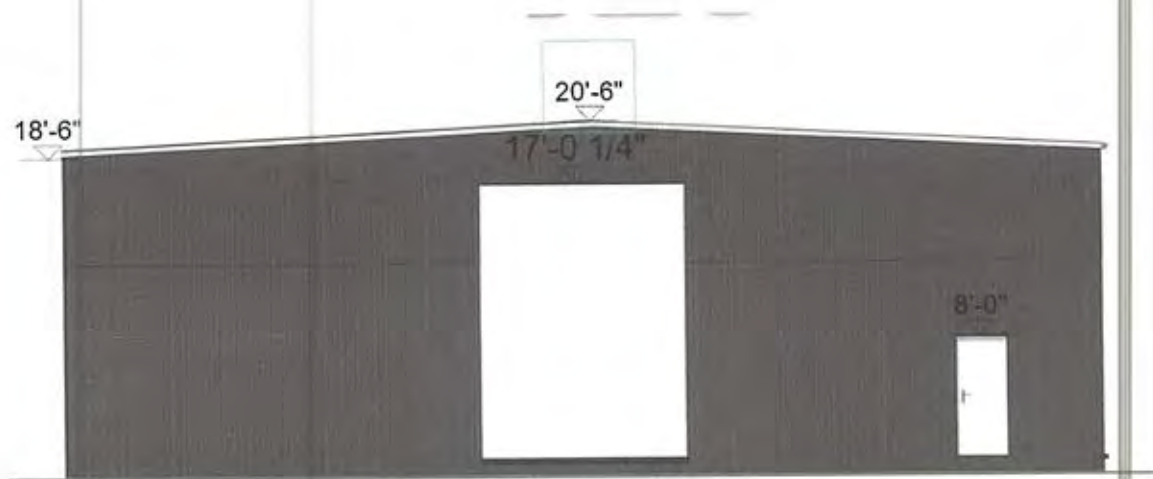




Front of Building



East Side of Building



Rear of Building

623679

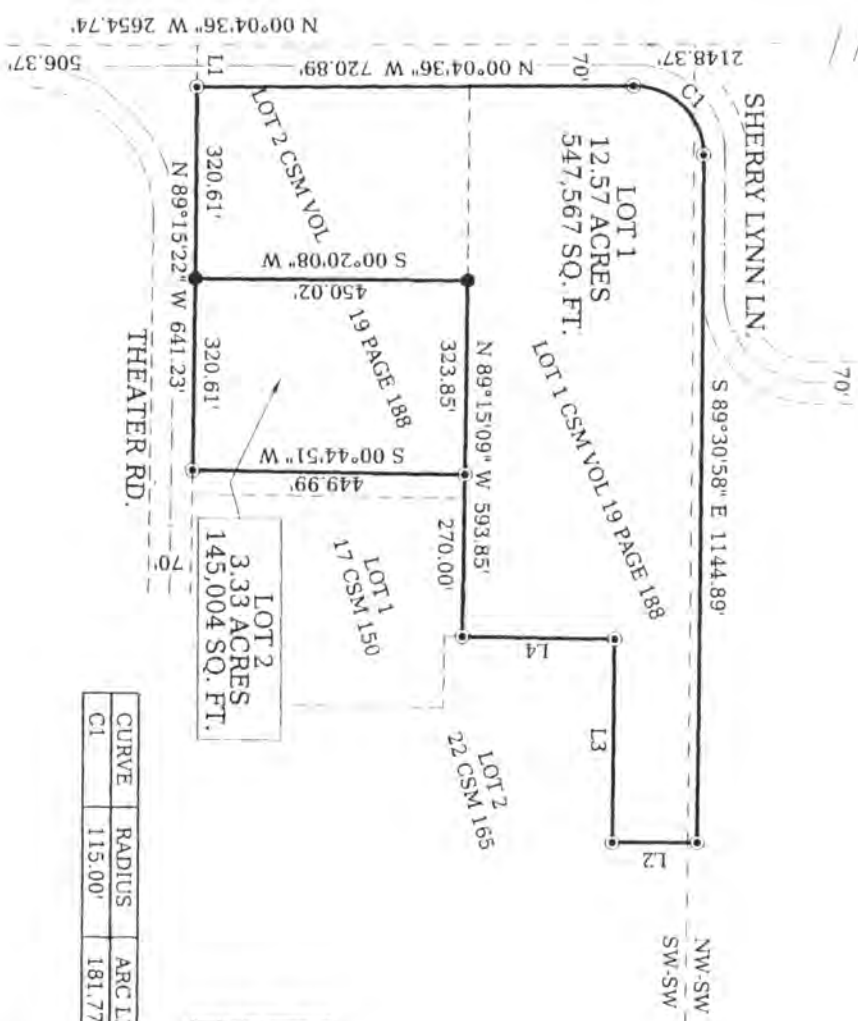
25CSM 049

WEST 1/4 CORNER
S 17°17'N-R3W

CERTIFIED SURVEY MAP #
BEING LOTS 1 & 2 OF 19 CSM 188, LOCATED IN THE NW 1/4 OF THE
SW 1/4, AND THE SW 1/4 OF THE SW 1/4 OF SECTION 17, T17N, R3W,
CITY OF SPARTA, MONROE COUNTY, WISCONSIN.



BEARINGS ARE REFERENCED TO THE
MONROE COUNTY CO-ORDINATE SYSTEM.



| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 89°15'22" E | 70.01' |
| L2 | S 00°00'24" E | 139.83' |
| L3 | N 89°30'58" W | 339.58' |
| L4 | S 00°44'51" W | 251.33' |

| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|-------|---------|------------|--------------|---------------|-------------|
| C1 | 115.00' | 181.77' | 163.43' | N 45°12'13" E | 90°33'37" |

LEGEND

- 2" X 18" IRON PIPE SET WEIGHING 365lbs PER LINEAL FOOT
- HARRISON MONUMENT FOUND
- 3/4" IRON BAR FOUND

POINT SURVEYING LLC.
123 NORTH WATER STREET
SPARTA, WI 54656
608-269-0744

JONATHAN SCHMITZ RLS #2465

THIS INSTRUMENT WAS DRAFTED
AND DRAWN BY JONATHAN SCHMITZ

CLIENT: SIPCO
201 W OAK ST
SPARTA WI 54656

JOB #17173W

EXEMP

Under No. 35-8
Initials: [Signature] Date: 5-17-12



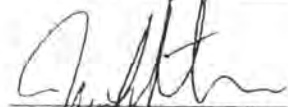
CERTIFIED SURVEY MAP FOR SIPCO

A PARCEL OF LAND CONTAINING 15.90 ACRES (692,571 SQ. FT.). BEING LOTS 1 & 2 OF 19 CSM 188, LOCATED IN THE NW ¼ OF THE SW ¼, AND THE SW ¼ OF THE SW ¼ OF SECTION 17, T17N, R3W, CITY OF SPARTA, MONROE COUNTY, WISCONSIN. BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 17;
THENCE N 00°04'36" W ALONG THE WEST LINE OF SAID SW ¼ OF THE SW ¼ A DISTANCE OF 506.37';
THENCE S 89°15'22" E A DISTANCE OF 70.01' TO A POINT ON THE EAST LINE OF SHERRY LYNN LN., AND THE POINT OF BEGINNING;
THENCE N 00°04'36" W ALONG SAID EAST LINE A DISTANCE OF 720.89' TO THE BEGINNING OF A CURVE TO THE RIGHT;
THENCE ALONG SAID EAST LINE AN ARC LEGNTH OF 181.77', SAID CURVE HAVING A RADIUS OF 115.00', A CHORD BEARING OF N 45°12'13" E, AND A CHORD LENGTH OF 63.43';
THENCE S 89°30'58" E A DISTANCE OF 1144.89';
THENCE S 00°00'24" E A DISTANCE OF 139.83';
THENCE N 89°30'58" W A DISTANCE OF 339.58';
THENCE S 00°44'51" W A DISTANCE OF 251.33';
THENCE N 89°15'09" W A DISTANCE OF 270.00';
THENCE S 00°44'51" W A DISTANCE OF 449.99' TO A POINT ON THE NORTH LINE OF THEATER RD.;
THENCE N 89°15'22" W ALONG SAID NORTH LINE A DISTANCE OF 641.23' TO THE POINT OF BEGINNING AND THERE TERMINATING. SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, AND RIGHT OF WAY OF RECORD.

THAT I HAVE COMPLIED WITH THE CITY OF SPARTA SUBDIVISION ORDINANCES AND THE CURRENT PROVISIONS OF CHAPTER 236.34 OF THE REVISED WISCONSIN STATUTES ON SURVEYING AND MAPPING SAME. THAT THIS CERTIFIED SURVEY IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY OF THE LANDS SURVEYED AND MAPPED.

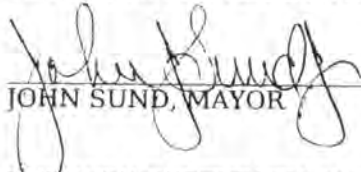
CERTIFIED THIS 9th DAY OF May, 2012



JONATHAN A. SCHMITZ
REGISTERED LAND SURVEYOR #2465

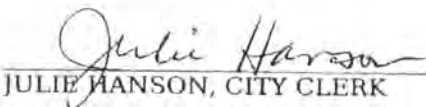
COMMON COUNCIL RESOLUTION

RESOLVED THAT THIS CERTIFIED SURVEY LOCATED IN THE NW ¼ OF THE SW ¼, AND THE SW ¼ OF THE SW ¼ OF SECTION 17, T17N, R3W, CITY OF SPARTA, MONROE COUNTY, WISCONSIN IS HEREBY APPROVED BY THE COMMON COUNCIL OF THE CITY OF SPARTA.



JOHN SUND, MAYOR DATE

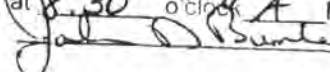
I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE COMMON COUNCIL OF THE CITY OF SPARTA.



JULIE HANSON, CITY CLERK

5-17-12
DATE

REGISTER'S OFFICE
County of Monroe, WI

Received for record this 22
day of May A.D., 2012
at 8:30 o'clock A.M.
 Register

30/chgd
City of Sparta





920 10th Avenue N. PO BOX 189
Onalaska, WI 54650
(608) 783-6411
www.mathy.com

| | | | | | |
|--------------------------|---|---------------------------|-----------------|-------------------|--------------------|
| To: | Sparta Parks & Rec. | Contact: | Brad Gilbertson | | |
| Address: | 1000 East Montgomery St. Sparta, WI. 54656 | Phone: | 608-269-9016 | | |
| | | Fax: | | | |
| Project Name: | Sparta Pickleball | Bid Number: | 2454-2024 | | |
| Project Location: | 1000 E Montgomery St, Sparta, WI | Bid Date: | 5/2/2024 | | |
| Attachments: | BID TERMS AND CONDITIONS (1).pdf | | | | |
| Line # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |

| | | | | | |
|--|-------------------|-------------|-----------|--------------------|--------------------|
| Approximate Area | 21,945 SFT | 1.00 | LS | \$82,504.70 | \$82,504.70 |
| Construct 165' X 133' Pickleball Court | | | | | |
| Install Geogrid Fabric | | | | | |
| Place 6" Of Breaker Run 3" Minus | | | | | |
| Place 4" Of 1 1/4" Base | | | | | |
| Compact And Fine Grade | | | | | |
| Place 2 1/2" (average Compacted Thickness) Hot Mix Asphalt | | | | | |
| Surface | | | | | |

Total Bid Price: **\$82,504.70**

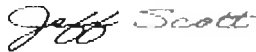
Notes:

- A signed contract is required prior to the start of work.
- This proposal shall be included in contract. Progress payments shall be invoiced and paid monthly.
- After signing, please retain one copy and forward a copy to our office on or before the cancellation date.
- This proposal shall be automatically cancelled if written acceptance has not been received by Contractor within 30 days of the Proposal Date and/or at any time before performance of the work hereunder upon CONTRACTOR'S determination that there is inadequate assurance of payment.

Payment Terms:

Payment is due upon receipt of invoice.

By my signature herein I authorize CONTRACTOR to review personal business Credit Reports to evaluate financial readiness to pay amounts set forth in this Proposal/Contract.

| | |
|---|--|
| ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____ | CONFIRMED: Mathy Authorized Signature:  Estimator: Jeff Scott 608-792-3369 jeff.scott@mathy.com |
|---|--|

TERMS AND CONDITIONS

IOWA NOTICE OF LIEN RIGHTS

PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE IMPROVEMENT OF REAL PROPERTY MAY ENFORCE A LIEN UPON THE IMPROVED PROPERTY IF THEY ARE NOT PAID FOR THEIR CONTRIBUTIONS, EVEN IF THE PARTIES HAVE NO DIRECT CONTRACTUAL RELATIONSHIP WITH THE OWNER. THE MECHANICS' NOTICE AND LIEN REGISTRY PROVIDES A LISTING OF ALL PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS WHO HAVE POSTED A LIEN OR WHO MAY POST A LIEN UPON THE IMPROVED PROPERTY.

MICHIGAN NOTICE OF LIEN RIGHTS

PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE IMPROVEMENT OF REAL PROPERTY MAY ENFORCE A LIEN UPON THE IMPROVED PROPERTY IF THEY ARE NOT PAID FOR THEIR CONTRIBUTIONS, EVEN IF THE PARTIES HAVE NO DIRECT CONTRACTUAL RELATIONSHIP WITH THE OWNER. WARNING TO OWNER: THIS NOTICE IS REQUIRED BY THE MICHIGAN CONSTRUCTION LIEN ACT. IF YOU HAVE QUESTIONS ABOUT YOUR RIGHTS AND DUTIES UNDER THIS ACT, YOU SHOULD CONTACT AN ATTORNEY TO PROTECT YOU FROM THE POSSIBILITY OF PAYING TWICE FOR THE IMPROVEMENTS TO YOUR PROPERTY.

MINNESOTA NOTICE OF LIEN RIGHTS

ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

WISCONSIN NOTICE OF LIEN RIGHTS

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

ACCEPTANCE OF WORK

All labor and material is conclusively accepted as satisfactory unless excepted to in writing within seven (7) days of performance.

EXTRA WORK

All alterations or deviations from any of the terms of this contract shall be in writing and executed by the parties hereto. Any extra cost involved therein will become an extra charge to be paid by PURCHASER over and above the contract price.

PURCHASER'S RESPONSIBILITIES

PURCHASER acknowledges and understands that it shall be responsible for obtaining any and all permits which may be required in connection with the performance of this Proposal/Contract. Where applicable, PURCHASER shall also be responsible for backfilling areas that border along the newly paved surface to eliminate potential cracking. PURCHASER assumes all liability for any damages done to underground utilities and/or structures unless CONTRACTOR has been notified, upon acceptance of this Proposal, as to the specific location and depth of any such buried utilities/structures.

Unless exempt, in accepting this Proposal/Contract, PURCHASER acknowledges that it shall comply with the requirements of all applicable federal, state, and local employment laws, executive orders, codes and regulations (the "Requirements") effective where the work and/or services are being performed including, but not limited to, 41 CFR §§ 60-1.4(a)(1)-(8), 60-1.4(b), 60-1.4(c) or their successors effective where this Proposal/Contract is performed. To the extent required by law, all provisions of the Requirements are hereby incorporated into and made a part of this Agreement and any applicable agreements of CONTRACTOR. To the extent applicable, the Requirements include, but are not limited to, (1) prohibition of discrimination because of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity, national origin and because of inquiry or discussion about or disclosure of compensation, (2) affirmative action to employ and advance in employment individuals without regard to race, sex, disability, or protected veteran status, (3) compliance with the Employee Notice clause contained in 29 C.F.R. part 471, Appendix A to Subpart A, or its successors, (4) compliance with the EEO-1 and VETS-4212 reports filing requirements in 41 C.F.R. §§ 60-1.7 and 41 C.F.R. §61-300.10, or their successors, (5) compliance with paycheck transparency obligations of 48 C.F.R. § 22.2005, including the contract clause found at 48 C.F.R. § 52.222-60, which is incorporated by reference as if fully set forth herein, (6) other affirmative action in employment, (7) required/certified payrolls, (8) social security acts, (9) unemployment compensation acts, (10) worker's compensation acts, (11) equal employment opportunity acts and (12) the required contract provisions for Federal-Aid Construction Contracts, Form FHWA-1273, if applicable.

When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action covered by prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

INCLEMENT WEATHER

Inclement weather may alter the completion of the work to be furnished hereunder. Furthermore, special consideration should be given if work is to be performed before May 1 or after October 15 in light of less than desirable weather conditions which could potentially impair the quality of the work performed hereunder.

WARRANTY

All material is guaranteed to be as specified and all work is to be completed in a workmanlike manner according to standard practices. All labor and materials will be guaranteed against defect for one (1) year from date of installation. Due to winter and expansion and contraction of the ground, some cracking of the pavement may be experienced. There are no express or implied warranties of merchantability, quality, quantity or of fitness for any particular purpose, which extend beyond those specifically set out in this document.

All warranties are void if payment is not made as stipulated.

IOWA DELINQUENCY CHARGE

Payment is due and payable upon completion of each stage of the work. If PURCHASER defaults on the payment required, PURCHASER will be liable for all costs of collection, including reasonable attorney's fees, and a delinquency charge on the balance at the maximum rates allowed by law. PURCHASER understands and agrees that the Delinquency Charge rate shall be 1.5% per month (18% APR) plus all costs of collection, including reasonable attorney's fees. CONTRACTOR retains title to all merchandise covered by this Agreement until full payment is received according to the above terms of sale. PURCHASER consents in any action or legal proceeding relating to this Contract commenced by the CONTRACTOR to the personal jurisdiction of any court that is either a court of record in the State of Iowa or a court of the United States located in the State of Iowa. It is hereby agreed that no legal action with respect to this contract may be brought by either party later than one year after the cause of action occurs and that the party asserting such a legal action shall be barred from any remedy thereto.

MINNESOTA DELINQUENCY CHARGE

Payment is due and payable upon completion of each stage of the work. If PURCHASER defaults on the payment required, PURCHASER will be liable for all costs of collection, including reasonable attorney's fees, and a delinquency charge on the balance at the maximum rates allowed by law. The Delinquency Charge rate shall be 1.5% per month (18% APR) plus all costs of collection, including reasonable attorney's fees. CONTRACTOR retains title to all merchandise covered by this Agreement until full payment is received according to the above terms of sale. PURCHASER consents in any action or legal proceeding relating to this Contract commenced by the CONTRACTOR to the personal jurisdiction of any court that is either a court of record in the State of Minnesota or a court of the United States located in the State of Minnesota.

WISCONSIN DELINQUENCY CHARGE

Payment is due and payable upon completion of each stage of the work. If PURCHASER defaults on the payment required, PURCHASER will be liable for all costs of collection, including reasonable attorney's fees, and a delinquency charge on the balance at the maximum rates allowed by law. If PURCHASER is an organization as defined by Wis. Statutes, Section 421.301(28), the Delinquency Charge rate shall be 1.5% per month (18% APR) plus all costs of collection, including reasonable attorney's fees. CONTRACTOR retains title to all merchandise covered by this Agreement until full payment is received according to the above terms of sale. PURCHASER consents in any action or legal proceeding relating to this Contract commenced by the CONTRACTOR to the personal jurisdiction of any court that is either a court of record in the State of Wisconsin or a court of the United States located in the State of Wisconsin.

INDIVIDUAL LIABILITY

The undersigned PURCHASER agrees to be individually liable for all terms of the Agreement, regardless of whether he or she signs individually or as an agent for the owner of the property upon which the work is being performed or for any other individual, partnership or corporation.

PRODUCT INFORMATION AND MAINTENANCE

Since the asphalt in blacktop needs time to harden and cure, usually 6-12 months, your asphalt pavement will remain soft and pliable during warm weather. During this time, don't park in the same spot every time and do not turn your steering wheel back and forth when your car is not moving. It is not unusual to experience some cracking over the winter due to the contraction and expansion of the ground, especially over culverts, pipes, electric wires, etc. Avoid gasoline and petroleum product spills as they will destroy your pavement. If spills do occur, immediately flush with lots of soapy water. If you decide to seal coat your pavement, wait until the summer following installation. We recommend a good quality coal tar emulsion sealer as they are impervious to gasoline and petroleum product spills.

BINDING EFFECT

This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

ENTIRE AGREEMENT

This written Proposal/Contract consisting of two (2) sides contains the entire Agreement and understanding between the parties, and no provision, terms, warranties, representations or promises, either expressed or implied, other than those set forth herein are binding on either party.



PAVEMENT CONSULTING SERVICES, LLC

2133 Hogeboom Ave.

Eau Claire, WI 54701

(715) 271-2829

Email: pavementconsultingllc@gmail.com

Proposal

Date: May 1, 2024

City of Sparta

201 West Oak St.

Sparta, WI 54656

COLOR NEW COURTS

Memorial Park - 2024 Pickleball Court Surfacing

RESURFACING EXPERIENCE TO DO THE FOLLOWING WORK ON THE EIGHT PICKLEBALL COURTS LOCATED AT MONTGOMERY ST., SPARTA, WI:

WE INSTALL 100% FULL ACRYLIC TENNIS COURT SURFACES

A. POWER WASH COMPLETE SURFACE WITH SURFACE CLEANERS

OWNER TO PROVIDE WATER

B. CLEAN & SEAL STRUCTURAL CRACKS ACRYLIC FILLER

ACRYLIC PICKLEBALL COURT SURFACING SYSTEM INSTALLATION:

C. APPLY TWO SAND-FILLED 100% ACRYLIC RESURFACER COATS OVER THE COURT SURFACE

SPECIFICALLY DESIGNED TO BOND THE ACRYLIC COLOR COATING SYSTEM TO THE EXISTING SURFACE

D. APPLY TWO ACRYLIC FINISH COLOR COATS OVER THE COURT SURFACE

UPGRADED THREE COLOR SYSTEM: MEDIUM GREEN, PRO BLUE, & LIGHT BLUE

E. TAPE & HAND PAINT PLAYING LINES TO REGULATION

8 – USAPA PICKLEBALL COURTS

TOTAL COST: \$ 46,500.00

NOTE: project will need to cure for at least 30 days before surfacing can be installed.

Payment of 50% at start project this will be invoiced do not send payment until you receive an invoice, thanks (To be received by Pavement Consulting Services LLC before starting project) Final payment of 50% upon completion.

WARRANTY AND NOTES:

All workmanship is warranted for 2 years, this includes and is limited to issues of peeling or de-lamination due to improper installation. De-lamination can occur due to water penetration and sitting water in puddles, or low corners of the court, this is not covered in the 2-year warranty.

Payments are due within 30 days of the invoice date. Amounts over 30 days are subject to a FINANCE CHARGE AT 1 – ½% PER MONTH (18% PER ANNUM) on the unpaid balance from date of invoice. SEE THE BACK OF THE SHEET FOR BID CONDITIONS AND LIEN RIGHTS WHICH ARE PART OF THIS PROPOSAL.

TIM HUEBNER

Authorized Signature: _____

Cell 715-271-2829

Note: This proposal may be withdrawn by us if not accepted within 10 Days

ACCEPTANCE OF PROPOSAL

The above specifications and conditions are satisfactory and are here accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If payment is not made as outlined above or a satisfactory arrangement made in writing with our office, the undersigned agrees to pay all legal expenses, including reasonable attorney's fees resulting from further legal proceedings

Accepted:

Date _____

Signature: _____

Contact Numbers

Tim Huebner PH: 715-271-2829

NOTICE OF LIEN RIGHTS

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

ACCEPTANCE OF WORK

All labor and materials are conclusively accepted as satisfactory unless stated otherwise within seven (7) days of performance. If Pavement Consulting Services, LLC should offer a discount/group rate contingent with others and CLIENT declines at time we schedule said work, original contract price will be charged. If client wishes to retract to commence with agreed work an \$80.00 office management charge will be deducted from any funds before refunding client their down payment. If any other costs of labor and/or material furnished will also be deducted as necessary.

Waiver of subrogation clause

The parties are free to contractually allocate risk, including waiving certain rights against each other at the formation of the contract. A waiver of subrogation clause is a contractual agreement at the start of the project that the parties will waive subrogation claims. Such clauses typically provide that, in the event insurance covers claims, the parties waive all rights against each other and explicitly agree that both parties waive subrogation rights on behalf of their insurance carriers.

EXTRA WORK

All alterations or deviations from any of the terms of this contract shall be in writing when applicable and executed by the parties hereto. Any extra cost involved therein will become an extra charge to be paid by THE CLIENT over and above the contract price.

CLIENT'S RESPONSIBILITIES

Specification sheets, drawings and other documentation presented in this proposal shall be part of the contract. It is the responsibility of the CLIENT or their representative to be familiar of/with the terms and conditions stated herein and of other documentation. Client acknowledges and understands that it shall be responsible for obtaining and costs accrued for any and all permits, bond and/or licenses, which may be required in connection with the performance of this proposal/contract. The price(s) quoted herein is contingent upon the work area being free of any obstructions (vehicles, dumpsters, etc.) at the scheduled project start date. Pavement Consulting Services, LLC. reserves the right to adjust the agreed upon project price if the job conditions prevent the Pavement Consulting Services, LLC crew from starting on time and proceeding without interruption. Pavement Consulting Services, LLC advise the client to take preventative measures to spray & kill any and all vegetation growing in cracks upon execution of this contract. While Pavement Consulting Services, LLC. is onsite to complete your work and you are going to park your vehicle(s) on street or road, we ask that you park 80' from either side of pavement entrance to avoid damages and allow us room to get our work vehicles and equipment in and out with ease. It is also Client's responsibility to contain all pets/ or animals while Pavement Consulting Services, LLC is on site.

INCLEMENT WEATHER

Inclement weather may alter the completion of work to be furnished. Pavement Consulting Services, LLC. shall not be held liable for delays in completion of projects due to inclement weather.

WARRANTY

Pavement Consulting Services, LLC. guarantees against failure due to defective materials or substandard workmanship for a period of one year from the installation date. The warranty does not cover failure due to damage from automobile fluids, weed penetration, standing water (low spots), shade trees, existing sealer flaking off, and mechanical wear. If warranty work is required, Pavement Consulting Services, LLC is responsible for repairing the area in accordance with standard industry practice. Pavement Consulting Services, LLC warranty does not require that Pavement Consulting Services, LLC. re-do an entire project due to pavement failure. All warranties are void if payment is not made as stipulated!

PAYMENT INFORMATION / DELINQUENCY CHARGE

Payment is due immediately upon completion of work. Types of payments accepted are cash or check only. Any returned checks will be charged a \$35.00 service charge for each return. If the CLIENT defaults on payment required, CLIENT will be liable for all costs of collections, including reasonable attorney's fees and late fees as follows: All late payments will be subject to a \$3.00 per day late fee, with a \$25.00 minimum, whichever is greater, unless other arrangements are made.

PRODUCT INFORMATION AND MAINTENANCE

Since Asphalt coatings require time to harden and cure, usually 30-45 days, your asphalt coating will remain soft and pliable during warm weather. During this time, don't park in the same spot every time and do not turn your steering wheel back and forth when your car is not moving. It is not unusual to experience some cracking over the winter due to the contraction and expansion of the ground, especially over culverts, pipes, electric wires, etc. Avoid gasoline and petroleum product spills as they will destroy your pavement. If spills do occur, immediately flush with lots of soapy water. Pavement Consulting Services, LLC recommends that you sealcoat new pavements within the first year after paving, then 4-6 years thereafter and fill cracks as needed.

INDEMNITY

Following installation, the client shall be responsible for all materials and shall be held solely liable for all personal injuries, death, property damage, losses or expenses related to or any way connected with the materials or services provided by Pavement Consulting Services, LLC. The client hereby agrees to indemnify and hold Pavement Consulting Services, LLC and its agents harmless from any and all loss, expense, liability, or attorney's fees in connection with such events.

ASPHALT ADHESION PROMOTER (AAP)

We are recommending our custom proven blend of AAP due to the tree covered shaded areas present on your existing pavement surfaces in its entirety or parts of and do feel your project is not a "worst case scenario". We have used many methods, products and procedures with some success in the past. Is this a cure all and a guaranteed step? No. We will tell you from over 27 years of experience that if you don't use this step your sealer WILL fail leaving you with black flakes of sealer on your lawn, garage and/or house floors while going through your first winter after application. Many competitors will still warranty their work and promise to re seal again if failure occurs, however you will still be faced with the same ugly mess another year later not to mention no resolve to your problem in the first place. **!! APPLY AAP TO ENTIRE DRIVEWAY.**

FAQ'S

When can I walk on my freshly sealed drive?

Once its dry to the touch. This process can take up to 3 hours depending on shade, temperatures, winds and humidity. Pets can follow the same rules.

What if it rains after sealcoating?

As long as the sealer is dry to the touch, the rain will have no effect, but as always feel free to call or email with your concerns.

How do you keep the sealcoat off my sidewalks, doors and landscaping items?

We take the care to squeegee apply by hand these areas 3-6' out before spraying.

What about tire marks left on my fresh coating?

Not to worry. These marks will wear back in overtime but turning your wheels while your vehicle is moving, and avoid sharp tight turns is key to not leaving power steering marks.

What do we do with the Yard Sign you left?

We ask you to keep it up as long as possible to help showcase our work for further business.



PAVEMENT CONSULTING SERVICES, LLC

2133 Hogeboom Ave.

Eau Claire, WI 54701

(715) 271-2829

Email: pavementconsultingllc@gmail.com

Proposal

Date: May 1, 2024

City of Sparta
201 West Oak St.
Sparta, WI 54656

FENCING

Memorial Park - 2024 Pickleball Court Fencing

FOLLOWING WORK ON THE EIGHT PICKLEBALL COURTS LOCATED AT MONTGOMERY ST., SPARTA, WI:

Perimeter Fencing and wind screen:

1. Install 596' of 2 x 10' x 9-gauge Chain Link Fence
 2. 3" ss40 terminal and gate post with 2 1/2" ss40 line post driven 4'
 3. 1 5/8" ss40 top, middle and bottom rail
 4. 3 - 4' wide x 8' tall gates with transom above.
 5. 1 - 6' wide double gate with transom above.
 6. Install 5' divider fence 145' using 2 1/2" ss40 terminal post with 2" s line post
 7. 1 - gate in the middle of 5' divider fence
 8. 1 5/8" top rail and 2 x5' x 9-gauge chain link fence with drive construction
 9. Furnish and install perimeter screening perma screen 80% including vents.
- TOTAL COST: \$ 39,323.00**

Perimeter Fencing and wind screen: Bid Alternative

1. Install 596' of 2 x 8' x 9-gauge Chain Link Fence
 2. 3" ss40 terminal and gate post with 2 1/2" ss40 line post driven 4'
 3. 1 5/8" ss40 top, middle and bottom tension wire
 4. 3 - 4' wide x 8' tall gates with transom above.
 5. 1 - 6' wide double gate with transom above.
 6. Install 5' divider fence 145' using 2 1/2" ss40 terminal post with 2" s line post
 7. 1 - gate in the middle of 5' divider fence
 8. 1 5/8" top rail and 2 x5' x 9-gauge chain link fence with drive construction
 9. Furnish and install perimeter screening perma screen 80% including vents.
- TOTAL COST: \$ 32,813.00**

8 Courts- Douglas Premier XS-36, 2 7/8" OD, Stainless Steel Gears, Internal crank
Pickleball Post, Install Douglas Premier 31" net. 1 3/4" netting, 3.0 mm polyethylene with side dowels and center strap.

Total Cost: \$ 14,880.00

OPTION 5' x 360' fence between courts: \$ 6,810.00

NOTE: must be installed after asphalt and before coating. We will take care to make sure the asphalt isn't damaged.

Payment of 50% at start project this will be invoiced do not send payment until you receive an invoice,
thanks (To be received by Pavement Consulting Services LLC before starting project) Final payment of 50% upon
completion.

Payments are due within 30 days of the invoice date. Amounts over 30 days are subject to a FINANCE CHARGE AT 1 - 1/2% PER MONTH (18% PER ANNUM) on the unpaid balance from date of invoice. SEE THE BACK OF THE SHEET FOR BID CONDITIONS AND LIEN RIGHTS WHICH ARE PART OF THIS PROPOSAL.

TIM HUEBNER

Authorized Signature:

Cell 715-271-2829

Note: This proposal may be withdrawn by us if not accepted within 10 Days

ACCEPTANCE OF PROPOSAL

The above specifications and conditions are satisfactory and are here accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If payment is not made as outlined above or a satisfactory arrangement made in writing with our office, the undersigned agrees to pay all legal expenses, including reasonable attorney's fees resulting from further legal proceedings.

Accepted:

Date _____

Signature: _____

Contact Numbers

Tim Huebner PH: 715-271-2829