# REQUEST FOR PROPOSALS

## #2016-TC02

**CITY OF MEQUON OWNED LAND AND STRUCTURE**

**AVAILABLE FOR PURCHASE**

**SITE LOCATION:**

**A PORTION OF 11333 N CEDARBURG ROAD, MEQUON WI**

**ISSUED: SEPTEMBER 1 2016**

**UPDATE AND FOR INCLUSION: OCTOBER 13, 2106**

**CITY ISSUED RESPONSE TO INQUIRIES: OCTOBER 13 2016**

**CITY AMENDMENT: EXTENSTION OF PROPOSAL DEADLINE DATE**

# CITY ISSUED RESPONSE TO INQUIRIES: OCTOBER 13 2016

Per the September 1, 2016 Issued RFP:

Questions of the City shall be submitted in writing within one email communication per proposer to Director Kim Tollefson @ **edb@ci.mequon.wi.us**. All questions shall be submitted by October 3, 2016. All answers to all inquiries will be returned to all interested parties in order to ensure that all proposers are operating with the same information. All answers to all inquiries will be made by October 13, 2016.

Inquiries Made:

1. Request for Demolition Bids
2. Request for Shared Parking and Access Agreement

City Issued Response:

1. Request for Demolition Bids: Attached Exhibit A
2. Request for Shared Parking and Access Agreement: Attached Exhibit B

**CITY AMENDMENT: EXTENSTION OF PROPOSAL DEADLINE DATE**

## 1 Timeline

All proposals are due no later than 4:00 p.m. CST on **November 15, 2016** in order to qualify.

**Attached Exhibit A**

# REVISED PROPOSAL

**Shoreline Contracting Services, Inc.**
**(D.B.A. AMERICAN DEMOLITION)**
9168 N 124th Street
Milwaukee, WI 53224
414-355-1400 Fax: 414-355-1405

Location of Project Site: 6100 West Mequon Road - Mequon
Owner's Agent for Project Site: Kent Sumner – City of Mequon

Prime Contractor: American Demolition
Address: 9168 N. 124th Street
Milwaukee, WI 53224

Prime Contractor's Agent: Emily J. Huf
Date of Proposal: July 5th, 2016

AMERICAN DEMOLITION hereby proposes to perform all the work required for the following: Demolition and removal as indicated of a former community center/police building & cistern located at above referenced address. Contractor will provide our standard insurance coverage, demolition and plumbing permits (fees waived by City), and all labor & machinery necessary for site clearance. Price quoted includes filling of excavation, rough grading, and compaction of soil, and placement of traffic bond for temporary parking. All Salvage rights are retained by the contractor upon contract signing. No subcontractors will be used.

**Alternate #1: Removal of antenna tower. ADD $10,000.00 to base price.**

**Owner Agrees:**

* To arrange for gas & electric disconnection for the demolition.
* All costs for required asbestos inspection, notification, & abatement is the Owner's responsibility.
* Owner is to disconnect sewer/water prior to demolition.
* Does not include removal or pumping of oil tanks.

This proposal includes the terms and conditions on the reverse side hereof and any documents specifically referred to above. All work to be performed in accordance with the drawings and specifications (if any) specifically referred to above and to be completed in a substantial and workmanlike manner for the sum of: **$79,638.00 Plus alternate, if chosen.**
**(Seventy Nine Thousand Six Hundred Thirty Eight Dollars and 00/100----------)**

AMERICAN DEMOLITION
Emily J. Huf
Office Manager

**ACCEPTANCE:**

The above proposal, including the terms on the reverse side hereof, are accepted. You are authorized to do the work as specified.

Date: _____ _____
Signature Printed

## General Conditions

**Time for acceptance:** This proposal shall expire if not accepted within 5 days of this proposal, unless a later time is acceptable to Shoreline Contracting Services, Inc. (d.b.a. AMERICAN DEMOLITION) as evidenced by our acceptance of your down payment.

**Performance:** Where no specific date is fixed, we shall be allowed reasonable time to perform the work. The contract price shall be subject to reasonable adjustment if Shoreline is not permitted to commence or continue work for periods of 60 days or longer in the aggregate as a result of delays caused in whole or in part by others. We shall not be responsible for default, damage, loss or delay in performance due to labor trouble, fires, accidents, floods, collapse or other causes beyond our control or due to shortages of materials or transportation facilities.

**Insurance:** We carry public damage and workmen's compensation insurance and consequently will not honor any charges against us for such and similar coverage. Any expense incurred by us for insurance or bond to cover our liability under any "hold harmless" or "indemnity" clause or clause of a similar nature in any contract, specifications, letter of acceptance or notice submitted by you or your contractors which in any way requires us to insure any liability which is not imposed on us by law, shall be paid by you. We will provide you with a certificate of insurance if requested. Umbrella Liability will be not less than $2,000,000 per occurrence and $2,000,000 aggregate.

**Over-Time:** Unless specifically contracted otherwise, the work is to be performed during regular working hours and upon regular work days.

**Changes in Plans or Specification:** No credit or allowance shall be granted for alterations or modifications in work or materials required by you, unless such credit allowance has been agreed to by us in writing before such alterations or modifications are made. All change shall be in writing.

**Work Not Conforming By Law:** Each of us (in this paragraph, referred to as an "Indemnifying Party") agrees to indemnify and save the other of us (in this paragraph, referred to as an "Indemnified Party") from any damage or loss sustained, directly or indirectly, by reason of the Indemnifying Party's inaccurate or unlawful plans or specifications or by reason of the Indemnifying Party's failure to comply with this agreement and/or any laws, rules or regulations in connection with the performance of this agreement.

**Clean Air Requirements:** It is the responsibility of the Owner to advise Shoreline of any conditions known to exist which would subject Shoreline to the EPA rules and regulations dealing with asbestos, beryllium, mercury and any other hazardous substances. It is agreed that failure to so notify Shoreline in writing of such known conditions shall subject the Owner to indemnify and save Shoreline from the requirements and penalties of the Act which may eventuate in connection with this project. Shoreline shall promptly notify the Owner if we discover such conditions.

**Acceptance of Work:** Work performed hereunder shall be deemed accepted by you for purposes of payment unless we are notified in writing to the contrary within ten days following completion of the job, however, such acceptance shall not limit your rights whether in connection with latent defects in our services or otherwise.

**Other Conditions:** This proposal is based on items visible on site or explicitly specified herein. Any unusual items discovered such as those listed below, but not limited to same, shall be the responsibility of the owner. Such work to be done by Shoreline, if you agree in writing, on a time and material basis or as otherwise agreed. **1)** Abandoning hollow walks under sidewalks. **2)** Abandoning hollow walks projecting under streets. **3)** Sewer and water seals except those located in a single trench. **4)** Concrete floors, footings and walls thicker or reinforced more than normal or more than specified. **5)** Cutting, shoring or bracing if required, unless specified. **6)** Handwork because of common walls, or to protect adjacent property unless specified. **7)** Municipal or private utility replacements or relocations, temporary or permanent. **8)** Ecological requirements not specifically included in contract. For example; unless explicitly addressed, work does not include removal of paint cans, fuel barrels, contaminated soil, asbestos, etc.

**Miscellaneous:** If acceptance of this offer is made on other than this form, such acceptance shall be subject to the conditions herein. There are no representations, promises, warranties, agreements or understandings not expressed herein. Headings are used for convenience only and are not part of this contract.

## Notice of Lien Rights

As required by Wisconsin construction lien law, Shoreline 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 Shoreline are those who contract directly with the owner or those who give the owner notice within 60 days after they furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction and should give a copy of each notice received to his mortgage lender, if any. Shoreline agrees to cooperate with the owner and his lender, if any, to see that all potential lien claimants are duly paid.

C.W. PURPERO, INC.
EXCAVATING CONTRACTORS
ESTABLISHED 1919
*Milwaukee, Wisconsin*

July 1, 2016

Kent Sumner
Buildings Superintendent
City of Mequon
11333 N. Cedarburg Road
Mequon, WI 53092

RE: City of Mequon Demolition of City owned Structures at 6100 West Mequon Rd.

Mr. Sumner:

Thank you for requesting a bid proposal from C.W. Purpero, Inc. (CWP) for the above referenced project.

CWP has reviewed the Request for Proposal (RFP) and agrees to perform all of the work as indicated in the Project Scope.

Please find the following items included within our bid proposal;

- Detailed Bid Proposal.
- References for similar projects.
- Building Contractor Registration.
- Certificate of Liability Insurance.

If you have any questions or comments, please feel free to contact me at this office.

Sincerely,

C. W. PURPERO, INC.

Ryan Kimmel
Vice President of Operations

EARTHWORK • UTILITIES • DEMOLITION • ENVIRONMENTAL
11911 West Rawson Avenue • Oak Creek, Wisconsin 53154-1442 • 414 856-7850 • Accounting Fax 414 856-2855 • Estimating Fax 414 856-2816
*An Equal Opportunity Employer*
www.purpero.com

# CITY OF MEQUON DEMOLITION OF CITY OWNED STRUCTURES


## C.W. Purpero, Inc.

**1190 West Rawson Avenue**

**Oak Creek, WI 53154**

**Contact: MICHAEL A. ROGOWSKI**

**Phone: 414-856-2850 - Office / 414-349-1170 - Cell**

**Fax: 414-856-2856**


Quote To: KENT SUMMER
CITY OF MEQUON
11333 NORTH CEDARBURG ROAD MEQU

Phone: 414-807-3074
Fax:

Date of Proposal: 7/1/2016
Date of Plans: SPEC. 6/13/2016

Revision Date:

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| | | | | | |
| | DEMOLITION AND GRADING LOGEMANN COMMUNITY CENTER | | | | |
| 20 | 6' HIGH TEMP FENCE | 600.00 | LF | 5.00 | 3,000.00 |
| 30 | SILT SOXX | 600.00 | LF | 4.00 | 2,400.00 |
| 35 | INLET PROTECTION | 2.00 | EA | 150.00 | 300.00 |
| 40 | DUST CONTROL | 1.00 | LS | 4,000.00 | 4,000.00 |
| 45 | CLEARING AND GRUBBING | 1.00 | LS | 4,000.00 | 4,000.00 |
| 50 | DEMOLITION OF LOGEMANN COMMUNITY CENTER | 1.00 | LS | 26,000.00 | 26,000.00 |
| 60 | CMU BRICK AND BLOCK DISPOSAL | 500.00 | CY | 10.00 | 5,000.00 |
| 70 | SLAB REMOVAL/SIDEWALK REMOVAL | 400.00 | CY | 17.00 | 6,800.00 |
| 75 | FOOTINGS AND FOUNDATIONS REMOVAL | 150.00 | CY | 49.00 | 7,350.00 |
| 80 | C&D LOAD OUT TO LANDFILL WM | 500.00 | TON | 55.00 | 27,500.00 |
| 90 | BACKFILL BASEMENT AND COMPACTION SOILS | 2,100.00 | CY | 10.00 | 21,000.00 |
| 100 | 1' AGG BASE PARKING LOT | 650.00 | CY | 33.00 | 21,450.00 |
| | | | | | |
| | **SUBTOTAL LOGEMANN DEMOLITION AND GRADING** | | | | **$128,800.00** |
| | | | | | |
| | OLD DPW RADION TOWER DEMOLITION | | | | |
| 205 | REMOVAL OF OLD DPW RADIO TOWER | 1.00 | LS | 6,100.00 | 6,100.00 |
| 210 | FOUNDATION BASE REMOVAL TOWER | 1.00 | LS | 2,500.00 | 2,500.00 |
| | | | | | |
| | **SUBTOTAL RADION TOWER DEMOLITION** | | | | **$8,600.00** |
| | | | | | |
| | 4600 GALLON BURIED TANK REMOVAL | | | | |

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 310 | EXCAVATION TO EXPOSE TANK | 1.00 | LS | 1,000.00 | 1,000.00 |
| 315 | REMOVAL OF TANK | 1.00 | LS | 7,500.00 | 7,500.00 |
| 320 | BACKFILL AND COMPACTION TANK AREA | 1.00 | LS | 4,500.00 | 4,500.00 |
| | | | | | |
| | **SUBTOTAL 4600 GALLON TANK REMOVAL** | | | | **$13,000.00** |
| **GRAND TOTAL** | | | | | **$150,400.00** |

# SPIELVOGEL & SONS EXC., INC.

1810 North 44th Street ◆ P.O. Box 89 ◆ Sheboygan, WI 53082-0089
Phone (920) 458-1512 ◆ Fax (920) 458-5232


July 1, 2016

Kent Sumner
City of Mequon
11333 North Cedarburg Road
Mequon, WI 53092

RE: RFP Building Demolition
6100 West Mequon Road
Mequon, WI 53092

Mr. Sumner,

Thank you for the RFP for the building demolition located at 6100 West Mequon Road. Attached are four copies of our proposal. We have been performing demolition for over 65 years for private parties as well as several municipalities. We are also currently working at your DPW facility at 10800 Industrial Drive. Please consider our proposal as we would be very interested in performing the project for you.

Sincerely,

Steve Spielvogel
President

cc: files

# PROPOSAL

**Spielvogel & Sons Exc., Inc.**
EXCAVATING – GRADING – DEMOLITION
SAND & GRAVEL
1810 North 44th Street - Sheboygan, WI 53083
Phone: 920-458-1512 Fax: 920-458-5232

SERVING SHEBOYGAN FOR OVER 55 YEARS

**7/1/16**
**BUILDING DEMOLITION**
**CITY OF MEQUON**
**6100 WEST MEQUON ROAD**
**MEQUON, WI**

WORK INCLUDED:

Obtain local demolition permits (permit fees waived).
Furnish temporary fence.
Provide dust control.
Demolish the building.
Pulverize basement floor on west side and leave in place.
Remove remaining floors and foundations a minimum of 4 feet below grade.
Remove the 4600 gallon water tank.
Load, haul and dispose of rubble per D.N.R. regulations.
Cost includes tipping fees at the landfill.
Fill basements with compacted fill.
Clear and grub all trees.
Grade site to create positive drainage.
Provide a 6" layer of compacted limestone traffic bond for parking area.

**$96,900.00**

Note: The radio tower removal is **NOT** included in this proposal.

**PROPOSAL TERMS AND CONDITIONS**

C. Spielvogel & Sons Exc., Inc. will not be responsible for damage to any underground utilities, private underground utilities or other hidden conditions if the Owner and/or General Contractor fails to give C. Spielvogel & Sons Exc., Inc. advance notice of their existence and location. Owner and/or General Contractor agrees to indemnify and hold C. Spielvogel & Sons Exc., Inc. harmless for any loss, expense or damage resulting from, arising out of, or in any way related to such condition.

Prior to the commencement of the "Work" under this proposal, the work of others shall be completed to such an extent that it will not in any way conflict or interfere with the "Work". If C. Spielvogel & Sons Exc., Inc. is directed to commence "Work" prior to the time such other work is completed, Owner and/or General Contractor agrees to pay the costs of any extra mobilizations or reduced productivity attributable to C. Spielvogel & Sons Exc., Inc. commencing any of the Work before any others have completed their work.

In order to meet set completion dates C. Spielvogel & Sons Exc., Inc. shall require a 10 day notice to proceed and the total allowable number of working days to perform our work under normal conditions.

Any changed condition of the job specifications involving extra costs will be executed only upon submission of a written change order, and Owner and/or General Contractor will be required to pay C. Spielvogel & Sons Exc., Inc. an extra charge over and above the original contract price for performance of the requested change order.

Prior to C. Spielvogel & Sons Exc., Inc. beginning work under this contract, Owner and/or General Contractor shall provide reasonable evidence to C. Spielvogel & Sons Exc., Inc. that Owner and/or General Contractor has made financial arrangements acceptable to C. Spielvogel & Sons Exc., Inc. to fulfill Owner's and/or General Contractor's obligations under this contract.

If this proposal is not used as a contractual agreement, all above (and below) terms shall be incorporated into Owner's and/or General Contractor's contract. If signature from Owner and/or General Contractor is not received and/or required for this proposal, all of the above (and below) terms will be in effect when work begins and shall be incorporated into the Owner's and/or General Contractor's contract and/or subcontract which will/may be accepted by C. Spielvogel & Sons Exc., Inc. If any other agreement is entered between the parties, the terms of this agreement shall be incorporated into any such agreement and shall supercede any conflicting terms contained therein.

**AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER (C. SPIELVOGEL & SONS EXC., INC.) 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 BUILDER, 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 HIS MORTGAGE LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.**

Unless otherwise stated in this proposal, Owner and/or General Contractor, at its sole expense, shall comply with and obtain all necessary licenses and permits under present and future laws, statutes, ordinances, rules, orders or regulations of any governmental body having jurisdiction over the site, the Work, or the Owner and/or General Contractor and shall bear the sole cost of any fines or penalties for failure to comply with or obtain the same.

Owner and/or General Contractor shall defend and indemnify C. Spielvogel & Sons Exc., Inc., its agents and employees from and against all claims arising out of or in connection with the Owner and/or General Contractor's responsibilities in regards to safety, regardless of whether C. Spielvogel & Sons Exc., Inc. has assisted or advised Owner and/or General Contractor in fulfilling such responsibilities. C. Spielvogel & Sons Exc., Inc. reserves the right to stop any part of its work and/or the Owner and/or General Contractor's work which C. Spielvogel & Sons Exc., Inc. deems unsafe until corrective measures have been taken. C. Spielvogel & Sons Exc., Inc.'s failure to stop unsafe practices of the Owner and/or General Contractor shall not relieve the Owner and/or General Contractor of its responsibilities in regards to safety.

To the fullest extent permitted by law, Owner and/or General Contractor agrees to hold harmless and defend C. Spielvogel & Sons Exc., Inc. from any and all claims, demands, and judgements, including attorney's fees, and to indemnify and reimburse C. Spielvogel & Sons Exc., Inc. for any and all expenses, damage, or liability incurred by C. Spielvogel & Sons Exc., Inc., whether directly or indirectly caused in whole or in part by the Owner and/or General Contractor, on account of or in connection with any work done by the Owner and/or General Contractor under this agreement, or by any person, firm, or corporation to whom any portion of the work is sublet by the Owner and/or General Contractor.

C. Spielvogel & Sons Exc., Inc. is entitled to final payment when our portion of the construction project is substantially completed.

In the event C. Spielvogel & Sons Exc., Inc. seeks legal collection in order to collect restitution of this contract, any and all fees incurred by C. Spielvogel & Sons Exc., Inc., including all attorney fees, will be assumed paid by persons or companies entering into this contract with C. Spielvogel & Sons Exc., Inc. If any amount due under this contract is not paid when due, is referred to any attorney for collection (whether or not litigation is commenced), or if any legal advice, services or action shall be necessary, Owner and/or General Contractor agrees to pay all attorney's fees, costs and expenses incurred by C. Spielvogel & Sons Exc., Inc. in connection with collecting that amount.

C. Spielvogel & Sons Exc., Inc. proposes to furnish material and labor complete in accordance with the above specifications, and prices, terms and payment shall be due net on receipt of invoice. A 1.5% per month service (interest) charge shall be charged on all outstanding balances.

All material is guaranteed to be as specified. All work to be competed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written change orders, and will become and extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

**AUTHORIZED SIGNATURE:** Steve Spielvogel

Steve Spielvogel, President

Acceptance of proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If separate bids or alternate bids are indicated, acknowledge acceptance by initialing those prices which you hereby accept.

**DATE OF ACCEPTANCE:**_____

**AUTHORIZED SIGNATURE:**_____

**AUTHORIZED SIGNATURE:**_____

# C. SPIELVOGEL & SONS EXC., INC.
## COMPANY INFORMATION

| | |
|---|---|
| **PHYSICAL ADDRESS:** | C. Spielvogel & Sons Excavating, Inc.<br>1810 North 44th Street<br>Sheboygan, WI 53083<br>Phone: 920-458-1512<br>Fax: 920-458-5232<br>Email: sspiel@excel.net |
| **MAILING ADDRESS:** | C. Spielvogel & Sons Excavating, Inc.<br>P. O. Box 89<br>Sheboygan, WI 53082-0089 |
| **YEAR ORGANIZED:** | 1946 |
| **ORGANIZATION FORM & TYPE:** | Corporation/Excavator |
| **STATE INCORPORATED:** | Wisconsin |
| **YEAR INCORPORATED:** | 1967 |
| **FEDERAL TAX I.D. NUMBER:** | 39-0791644 |
| **PRINCIPAL CONTACT PERSON:** | Steve Spielvogel |
| **ACCTS PAYABLE/RECEIVABLE:** | Sandra Spielvogel |
| **BUSINESS SIZE:** | Small Business |
| **NUMBER OF OFFICE PERSONNEL:** | 3 |
| **NUMBER OF FIELD PERSONNEL:** | 23 |
| **UNION AFFILIATIONS:** | NONE |
| **FEMALE/MINORITY OWNED:** | NO |
| **APPROXIMATE ANNUAL SALES VOLUME OVER PAST 3 YEARS:** | $2,000,000.00 - $3,000,000.00 |
| **INDUSTRY CODE (NAISC):** | 238910 |
| **GENERAL CHARACTER OF WORK PERFORMED:** | Commercial/Industrial =<br>Site Excavation and Grading<br>Building Excavation/Backfill<br>Sand, Gravel, Etc./Hauling-Trucking<br>Demolition |

**CLIENT REFERENCES:**

| | | |
|---|---|---|
| Jos. Schmitt & Sons Inc.<br>P. O. Box 1084<br>Sheboygan, WI 53081<br>920-457-4426 | Quasius Construction<br>P. O. Box 727<br>Sheboygan, WI 53081<br>920-457-5585 | Mike Koenig Construction<br>4336 Gateway Drive<br>Sheboygan, WI 53081<br>920-457-0923 |
| Charter Steel<br>1658 Cold Spring Rd.<br>Saukville, WI<br>262-268-2400 | City of Sheboygan<br>828 Center Avenue<br>Sheboygan, WI<br>920-459-0246 | A. Chappa Construction<br>2028 Maryland Avenue<br>Sheboygan, WI<br>920-452-8001 |

## PROJECT REFERENCES:

Building Excavation/Sitework (7 additions)
Sheb. Area School District
Sheboygan, WI
$250,000.00
(Quasius Construction)

Building Excavation/Sitework
North High School
Sheboygan, WI
$350,000.00
(Jos. Schmitt & Sons)

Building Excavation/Sitework
Oostburg School
Oostburg, WI
$295,000.00
(Jos. Schmitt & Sons)

Building Excavation/Sitework
Wago Innovation
Germantown, WI
$125,000.00
(The Selmer Co.)

Site Improvements
Gus Holman Recycling
Sheboygan, WI
$750,000.00
(Spielvogel & Sons Exc.)

Building Excavation/Sitework
Booster Pump Station
Sheboygan, WI
$300,000.00
(Pre Load Inc.)

Demolition/Sitework
McDonald's Restaurant
Menomonee Falls/West Bend
$150,000.00
(McKee & Associates)

Demolition/Sitework
Marshall's Gas Station
Sheboygan, WI
$75,000.00
(A. Chappa Construction)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Ansay & Associates, LLC. FV
4351 W College Ave
Suite 310
Appleton WI 54914

CONTACT NAME: Shannon Epps, CISR CIC
PHONE (A/C, No, Ext): 920-560-7000 FAX (A/C, No): 920-560-7078
E-MAIL ADDRESS: shannon.epps@ansay.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: West Bend Mutual Insurance Company | 15350 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
C. Spielvogel & Sons Exc. Inc.
1810 N 44th Street
Sheboygan WI 53081

C.SPIEL-01

COVERAGES CERTIFICATE NUMBER: 1212798847 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY | | | CPS1771162 | 9/1/2015 | 9/1/2016 | EACH OCCURRENCE | $1,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $200,000 |
| | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any one person) | $10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | CPS1771162 | 9/1/2015 | 9/1/2016 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS / X NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | CUS1804695 | 9/1/2015 | 9/1/2016 | EACH OCCURRENCE | $2,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $2,000,000 |
| | DED X RETENTION $0 | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | VKS1771163 | 9/1/2015 | 9/1/2016 | X WC STATU-TORY LIMITS / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N | N/A | | | | | E.L. EACH ACCIDENT | $100,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $100,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $500,000 |
| A | | | | CPS1771162 | 9/1/2015 | 9/1/2016 | Rented/leased equip. | 300,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Shannon Epps

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WSO Grading and Excavating LLC
121 Highview Drive Cedarburg WI 53012
Ph: 414-429-1002 Fax: 262-618-2597
wsollc@hotmail.com

July 1, 2016

**Proposal For Demolition of City Owned Structures**

1. Demolition of building and dispose at licensed landfill
2. Remove foundation walls, floor, footings, and sidewalks - dispose at recycling plant
3. Remove trees, bushes and retaining walls
4. Strip topsoil between west parking lot and east parking lot- place 6" of 1 ¼" TB
5. Fill in basement area with compacted fill - compact in 12" lifts
6. Place 6" of 1 ¼" TB for parking area
7. Excavate dirt off of fence ball diamond and grade hill
8. Supply temporary fence

.....$243,484.00

9. Take down radio tower

.....$14,400.00

10. Remove concrete foundation if needed from radio tower

.....$5,800.00

11. Remove 4600 gallon tank - fill in void with compactable fill

.....$12,280.00

July 1, 2016

City Of Mequon
Attn: Kent Summer
Building Superintendent
11333 North Cedarburg Road
Mequon, WI 53092

Dear Kent,

Please consider the enclosed as a response to the Request For Proposal (RFP) City Of Mequon Demolition of City Owned Structures at 6100 W. Mequon Road, Mequon Wisconsin

WSO Grading and Excavating, LLC is excited to have the opportunity to showcase the many projects we have completed, as we have worked in the excavating business for over 15 years. When we start a job, we give 110% and our mission is to make our clients happy. The owner personally works on the job every single work-day until it is completed and we stand by our customer service guarantee.

We shine in all aspects of our business from demolition, excavating to grading, partnering together to help you reach your city's goals would give us great joy.

As a result of our diligent and honest work ethic, we have great client relationships and you will see that firsthand in our many enclosed references and contacts. Not only have we had the privilege of serving Mequon in the past but we have also worked with The Village Of Bayside, The Village Of Fox Pointe, Kapur Engineering, to name a few.

We know the demolition business, understand the "lay of the land" and the people and are looking forward to helping you fulfill your dream of a better Mequon.

Sincerely,

WSO Grading and Excavating, LLC
Wade St. Onge

ID:
1063530

WSO GRADING LLC

| Certification, License, or Registration Name | Expires |
|---|---|
| Dwelling Contractor Certification | 03/18/17 |

Wisconsin Department of Safety and Professional Services

**Signature:**

***Please check your credentials to see if they require continuing education prior to your next renewal.***

**Peel the credential card from the letter. Sign the card!**

***** Please check your credentials to see if they require continuing education prior to your next renewal.*****
Show the card to whomever requests proof that you hold a credential administered by the Department of Safety and Professional Services.

---

ID:
1094780

WADE ST ONGE

| Certification, License, or Registration Name | Expires |
|---|---|
| Dwelling Contractor Qualifier Certification | 02/17/17 |

Wisconsin Department of Safety and Professional Services

**Signature:**

***Please check your credentials to see if they require continuing education prior to your next renewal.***

**Peel the credential card from the letter. Sign the card!**

***** Please check your credentials to see if they require continuing education prior to your next renewal.*****
Show the card to whomever requests proof that you hold a credential administered by the Department of Safety and Professional Services.

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/03/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MULTILINE INSURANCE AGENCY
PO BOX 670
CEDARBURG, WI 53012

CONTACT NAME: JEFFREY E QUADE
PHONE (A/C, No, Ext): 262-375-2288 FAX (A/C, No): 26-375-3948
E-MAIL ADDRESS: INSURANCE1GUY@hOTMAIL.COM

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: ERIE INSURANCE EXCHANGE | |
| INSURER B: TRAVELERS PROPERTY AND CASUALTY CO | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
WSO GRADING AND EXCAVATING LLC
121 HIGHVIEW DR
CEDARBURG, WI 53012

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | ✓ COMMERCIAL GENERAL LIABILITY | | | Q45-2150677 | 09/21/2015 | 09/21/2016 | EACH OCCURRENCE | $ | 1,000,000 |
| | CLAIMS-MADE ✓ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ | 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ | 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $ | 1,000,000 |
| | ✓ POLICY PRO-JECT LOC | | | | | | GENERAL AGGREGATE | $ | 2,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $ | 2,000,000 |
| | | | | | | | | $ | |
| A | AUTOMOBILE LIABILITY | | | Q09-2130724 | 09/21/2015 | 09/21/216 | COMBINED SINGLE LIMIT (Ea accident) | $ | 1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ | |
| | ALL OWNED AUTOS ✓ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ | |
| | ✓ HIRED AUTOS ✓ NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ | |
| | | | | | | | | $ | |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ | |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ | |
| | DED RETENTION $ | | | | | | | $ | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 6JUB-0G31260-3-15 | 09/05/2015 | 09/05/2016 | ✓ PER STATUTE OTH-ER | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N | N/A | | | | | E.L. EACH ACCIDENT | $ | 100,000 |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ | 100,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ | 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeffrey E Quade



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WSO Grading and Excavating LLC
121 Highview Drive Cedarburg WI 53012
Ph: 414-429-1002 Fax: 262-618-2597
wsollc@hotmail.com

## REFERENCES

1. Village of Fox Point
   7200 N. Santa Monica Blvd.
   Fox Point WI 53217
   414-351-8900 Scott Brandmeier
   sbrandmeier@vil.fox-point.wi.us
   Storm Sewer Outfall Rehabilitation, Beach Drive Storm Sewer Water Drainage Improvement

2. Village of Bayside
   9075 N. Regent Rd.
   Bayside WI 53217
   414-351-8811 Andy Pederson
   apederson@bayside-wi.go
   Storm Sewer Outfall & Ravine Mitigation, Ravine Stabilization, 150 Culvert installation

3. Kapur Engineering
   7711 N. Port Washington Rd.
   Milwaukee WI 53217
   414-751-7200 Yuriy Amelyan
   yamelyan@kapur-assoc.com

4. Campbell Construction
   810 Swan Dr. Suite A
   Mukwonago, WI 53149
   262-436-4760 Jay Campbell
   jay@campbellconstructionbbg.com
   Schlitz Mezzanine Demolition
   Wendt's Bar and Grill Demolition
   Culver's Restaurants

Proposal for City Of Mequon

# Old Community Center 6100 W. Mequon Road

June 29, 2016

Provided by:

Braxton Environmental Services Corp.

**Proposal is Provided By:**
Braxton Environmental Services Corp.
Mr Bill K. Cook
6311 North 91st Street
Milwaukee,, WI 53225
414 449 9000
billkcook@gmail.coom

**Proposal is Provided To:**
City Of Mequon
Mr Kent Summer
11333 North Cedarburg
Mequon, WI 53092

June 29, 2016

To: Mr Kent Summer,

General Contract for Services

This Contract for Services Is Made Effective As of June 23, 2016 by and between City of Mequon & Braxton Environmental Service Corp. of 6311 North 91st St., Milwaukee, WI 53225. In this contract the Party who is contracting to receive services will be referred to as City Of Mequon the client and the party who will be providing the services will be referred to as " Braxton."

Project Location: Old Community Center
6100 West Mequon Road

Items to be abated in detail

Approximately 7224 ft.$^2$ tile & mastic
Fire doors.
Gaskets

2. PAYMENT FOR SERVICES In exchange for services City of Mequon will pay Braxton will receive payment upon completion

3. Term. This Contract will terminate automatically upon completion by Braxton of the services required by this contract

4. WORK PRODUCT OWNERSHIP. Any copyrightable work, idea, discovery, invention, patents, product, all the information collectively the work product developed in whole or in part by Braxton is connection with the services is the ownership of the client.

5. Confidentiality Braxton and of employees agents or representatives will not add any time on any manner either directly or indirectly personal benefit I'll Braxton or the board to be close all communicate in any manner any information that is proprietary to the client.

6. Indemnification . Braxton agrees to identify and hold quiet home and all claims lawsuit as fees include attorney fees cost in judgment that may be a third against client that result from the acts all commission and employees agents and representatives.

7. Warranty. Braxton ship abide it services and meet the obligation on this contract and a primary and workmanship like manner you have the knowledge and recommendation

8. Remedies. In addition to any and all rights to party may have available accordance to the law, if a party default by failing to substantially perform any provision term or conditions of this contract
( including without limitation The failure to make monetary payment when due ). the other party may terminate the contract by providing written notice to the faulting party. This notice describe with Significant detail the nature of the default the party receiving such notice Will have 60 days from the effective date of such notice to cure the default failure to cure the default we're such time. will result in an automatic termination of this contract.

9. Entire Agreement . This contract contains the entire agreement of the parties and there are no other promises all condition in Indy on agreement whether oral or written concerning the subject matter of this contract this contract supersedes any prior written or an agreement between the two parties

10. Severability. You have any provision of this contract will be held to be invalid or unenforceable reasons, the remaining provisions will continue to be valid and enforceable. all on enforceable for any reason the remaining provisions will continue to be valid and enforceable. But that by limiting such provision for it will become valid.

11. ASSESSMENT. this Contract May Be Modified or Amended in Writing, If the Writing is Signed by the Parties Obligated on the Amendment.

12. Governing Laws. This Contract Shall Be Construed in Accordance with the Laws of the State of Wisconsin

13. Notice . Any Notice or Communication Required Or Permitted under the Contract Shall Be Sufficienty Given If Delivered in Person or by Certified Mail, Return Request, to Address Set Forth in the Open Paragraph or to such other address as one party may have furnished to the other in writing.

14. ASSESSMENT. Neither Party May Assign or Transfer This Contract without the Prior Written Consent of the Non-Signing Party, Which Approval Shall Not Be Unreasonably Withheld

Sent from my iPad

## Proposal

| Services | Description | Price | Quantity | Amount |
|---|---|---|---|---|
| asbestos | asbestos abatement | $11,470.00 | 1 hrs | $11,470.00 |
| | | Subtotal: | | $11,470.00 |
| | | Sales Tax: | | $0.00 |

**Project Total: $11,470.00**

# City of Mequon Commercial Building

June 22nd, 2016

Mr. Kent Sumner
City Of Glendale
11333 N. Cedarburg Road
Mequon, WI 53092

RE: Abatement services

Dear: Kent

After reviewing the Environmental Report provided, we are submitting the following quote to perform asbestos abatement services, for the City Of Mequon Commercial Building located @ 6100 W. Mequon Road. If this agreement meets your requirements, please sign where appropriate below and return the signed copy to us.

**Description of requested services:**

A) Pull proper notification for abatement services

B) Properly remove and dispose of asbestos containing material

- Approximately 7,160 sqft of floor tile and mastic, 64 sgft of Cork adhesive, 2 valve gaskets and the Fire doors throughout.

**Total: $13,200.00**

White Glove Group, Inc. will provide employees, supplies, and materials that in our judgment are required to perform these services. Our total price for services and supervision for the work outlined above is due payable with Net 30 payment terms from the day of the month after which services are complete.

This quote only reflects the cost for the service listed above, should you require additional services not covered by this agreement, we will bill for those services at an amount and time schedule to be agreed upon.

There is a 2% discount offered if full payment within net 10 payment terms.

We will maintain public liability and property damage insurance, state worker's compensation to cover all employees on your work sight. Certificates of these coverage's will be provided on your request. Thank you for considering this offer. Please call me if you have any questions at (414) 760-1733.

Acceptor: _____ Date: _____

# INSULATION REMOVAL LTD.

12100 W. SILVER SPRING RD. P.O. BOX 250937, MILWAUKEE, WI 53225-6517
PHONE (414) 462-6680 FAX (414) 536-2348

July 1, 2016

City of Mequon
11333 North Cedarburg Road
Mequon, Wisconsin 53082

Attention: Mr. Kent Sumner

Reference: Pre-Demolition Asbestos Abatement
6100 W. Mequon Road, Mequon, WI 53062
IRL Proposal Number: 2016.054

Dear Mr. Sumner:

Insulation Removal Ltd. (IRL) is pleased to submit this proposal to provide the regulatory notification, supervision, labor, tools, equipment, supplies, OSHA personnel air sampling, hauling, and disposal necessary to properly complete the requirements of the referenced project.

Scope of Work:

Except as specifically noted within this proposal, remove the asbestos containing materials as described and quantified on the first page of the ***PARSS Revised Asbestos Inspection Report dated June 22, 2016.***

Specifically, the following materials will be removed:

| | |
|---|---|
| Floor tile and black mastic | approximately 7,160 Sq Ft |
| Cork Wall Tile adhesive | approximately 64 Sq Ft |
| Gaskets on Valves | 2 Gaskets |
| Fire Doors | 4 Doors |
| Sink with pink coating | 1 Sink |

Bid Notes, Assumptions, and Clarifications:

1. A ten working day regulatory notification period will be required prior to the start of this project. IRL will submit and pay for that notification.
2. Any other permits, notifications, etc. required for the project will be provided by and paid for by others.
3. Air clearance testing is not included in our pricing.
4. Based on our discussion, there are no areas where carpet has been installed over floor tile or floor tile mastic.
5. We have assumed that all flooring mastic to be removed is black mastic only.
6. We have included the removal and disposal of one sink (see PARSS report sample #22) in our scope of removal.
7. Based on our discussion, we have included the removal and disposal or four (4) fire doors. Additional doors, if found will be removed at the unit price stated below.
8. The work will be done in accordance with all applicable Federal, State, and local regulations relating to the removal of asbestos containing materials.

**Bid Notes, Assumptions, and Clarifications (continued):**

9. All IRL personnel assigned to this project will be licensed by the State of Wisconsin to perform asbestos removal activities.
10. Our pricing is based on the assumption that water and electrical power will be available in the work area for the duration of the removal process.
11. Our pricing assumes that all ceilings will remain in place for the duration of the asbestos abatement work.
12. We have assumed that the cabinets, appliances, etc. in the kitchen will be removed by others prior to the start of the asbestos abatement.
13. IRL will remove the materials described above. The owner or demolition contractor will be responsible to provide the competent person necessary to identify any asbestos materials that may be found during the demolition process.

**Proposal Pricing:**

Our lump sum price, which is for your acceptance for a period of thirty days to complete the work described above is:

| | |
|---|---|
| Base Bid: | $29,987.00 |
| Unit Price for additional fire doors: | $125.00 / ea |

**Work Schedule:**

We have based our pricing on using normal work days (Monday through Friday) and first shift hours (7:00am to 3:30pm) to complete the work in approximately ten working days.

**Payment Terms**

At the completion of the asbestos abatement work IRL will submit an invoice for the project. Our price is based on the assumption that payment will be received by IRL within 30 calendar days of the date of our invoice.

Thank you for the opportunity to provide our quotation for this project.

Please do not hesitate to contact us should you have any questions or need additional information.

Sincerely,

Chuck Cunningham

(Electronically Signed)

Chuck Cunningham
Insulation Removal, Ltd.

Phone: 414-292-3749
Mobile: 414-640-0447

**Attached Exhibit B**

Document Number

Shared Parking & Easement Agreement

Document Title

Recording Area

Name and Return Address

City of Mequon
11333 N Cedarburg Rd
Mequon WI 53092

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 7/2/2010

SHARED PARKING AND EASEMENT AGREEMENT

THIS SHARED PARKING AND EASEMENT AGREEMENT (hereinafter referred to as this "Agreement"), is made this 16th day of July, 2013, by and among Mequon Town Center, LLC (MTC) and the City of Mequon, Wisconsin ("City") and collectively with MTC, the "Parties" and individually a "Party" pursuant to the terms, covenants and conditions of the Developer's Agreement by and among the Parties (the "Development Agreement").

WITNESETH:

WHEREAS, MTC is the owner of that certain real property located in the City of Mequon, Ozaukee County, Wisconsin, as more particularly described in Exhibit A attached hereto ("MTC's Property") which property is situated adjacent to City's Property (herein defined) to the south; and

WHEREAS, City is the owner of that certain real property located in the City of Mequon, Ozaukee County, Wisconsin as more particularly described in Exhibit B attached hereto ("City's Property"), which property is situated adjacent to MTC's Property to the north; and

WHEREAS, the parties hereto desire (i) that the City's and MTC's Properties be developed and maintained in a consistent and mutually beneficial fashion as an integrated parking field for the benefit of the Parties, and (ii) to create a non-exclusive easement on, over, and across a portion of each Parties property for the mutual benefit of each other pursuant to the terms, covenants and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Grant of Easements by City and MTC. Effective as of the date hereof the City hereby conveys and grants unto MTC and MTC's respective tenants, customers, licensees, agents, employees, invitees, successors and assigns a permanent, perpetual and non-exclusive easement on, over and across a portion of City's Property as more particularly described in Exhibit C attached hereto for the purpose of public parking, designated employee parking and access (the "City Easement Area"). Effective as of the date hereof, MTC hereby conveys and grants unto City and City's respective tenants, customers, licensees, agents, employees, invitees, successors and assigns a permanent, perpetual and non-exclusive easement on, over and across a portion of MTC's Property as more particularly described in Exhibit D attached hereto for the purpose of public parking and access (the "MTC Easement Area").

2. Development of the Easement Area by MTC. MTC, at its expense, shall cause the Easement Area to be improved as depicted on the Site Plan set forth in Exhibit E, attached hereto, in a manner which is architecturally harmonious with the improvements to be completed by MTC on the MTC's Property and which shall be approved by the City. MTC shall complete all site improvements in strict accordance with all applicable laws, codes, ordinances, regulations, and rules, and in a good, sound, neat, and workmanlike manner. Construction of the site improvements as depicted on the Site Plan upon the MTC Easement Area shall be completed as required by the Development Agreement. Plans for the exterior elevation of all site improvements constructed on the MTC Easement Area and specifications for all materials to be used in connection therewith shall be subject to the prior written approval of City, which approval shall not be unreasonably withheld and shall be deemed given if objection is not made to MTC by City within twenty (30) days after his receipt of such plans and specifications.

3. Use. The parties hereto covenant and agree that subject to completion of construction by MTC in accordance with the plans and specifications approved by City, MTC may use the MTC Easement Area for the site improvements and landscaping approved for MTC's use. The parties hereto further covenant and agree that City shall be reasonable in approving MTC's construction and landscaping all of which shall be subject to the terms, covenants, and conditions of this Agreement and the Development Agreement. City expressly approves the following uses of the Easement Area (i) parking for MTC's and MTC's tenants, customers, agents, licensees, invitees employees, and (ii) access to the MTC site proper. Overnight parking shall be prohibited within the City Easement Area.

4. Maintenance and Repair. The Parties hereto covenant and agree that each of the parties shall be solely responsible for the proper maintenance and repair of each of its respective Easement Areas, as described in the attached Exhibits C and D. MTC shall also agree to maintain that area located on the City Easement Area that is located between the property line and the City parking lot as shown on Exhibit F. All such maintenance and repair shall include but not by way of limitation, (i) the removal of snow and ice from that portion of the Easement Area which constitutes the finished parking lots, so that the Easement Areas shall at all times be clear and in sufficient condition to permit vehicular and pedestrian traffic, (ii) general upkeep and maintenance of the balance of the Easement Areas, including, maintenance and care of all grass, shrubs, and landscaping, fertilizing, watering, mowing, and trimming thereof; and (iii) removal from the Easement Areas of all papers, debris, refuse, and other hazards to persons using the same, (iv) washing or thoroughly sweeping the finished parking lots as may be necessary or appropriate, (v) installation and maintenance of such appropriate directional signs and/or lights in the Easement Areas or at or on streets adjacent to the Easement Areas as may be required by any applicable law or as reasonably necessary or appropriate from time to time for the safety or protection of all users of the Easement Areas, provided that all of the above shall be subject to the approval of City and the utility costs of which shall be the sole responsibility of each of the respective parties; and (vi) all other maintenance and repair necessary to keep the Easement Areas in a good, clean, safe, and secure condition. Each of the Parties hereto shall complete all such repairs and maintenance in good and workmanlike manner, employing material of good quality and in compliance with all governmental requirements and each of the parties hereto shall not undertake any activities in their respective Easement Areas which would prohibit or materially, adversely impair that Party's responsibilities under this Agreement.

5. Term of Easement. The Parties hereto covenant and agree that the Easements granted hereby, and the rights and privileges granted herein, shall commence on the date first set forth above, and shall continue as a covenant running with the land in perpetuity. The rights and privileges granted herein shall accrue to the benefit of and shall be appurtenant to both City's and MTC's Properties. The Easements provided for herein shall constitute a permanent encumbrance on City's and MTC's Properties and shall run with the land for the term of this Agreement. The terms, covenants, and conditions of this Agreement shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment for the benefit of both City's and MTC's Properties is achieved.

6. Improvements to the Easement Area. The Parties hereto covenant and agree that all landscaping, paving, and improvements shall be completed in accordance with plans and specifications for the Easement Areas, approved by the City. The parties hereto further agree that while the parties have the right to install lighting for the Easement Areas, the parties have no obligation to provide other utilities to any portion of the Easement Areas. Notwithstanding the foregoing, the parties hereto covenant and agree that MTC will construct any buildings or permanent structures within the Easement Areas. The City has the right to modify the parking layout and aesthetics of the City Easement Area, including the construction of new buildings or permanent structures, subject to maintaining access and public parking for MTC for no less than sixty (60) parking stalls, plus an additional fifteen (15) parking stalls located on the property currently commonly known as the Logemann Community Center, unless further amendments to this agreement are authorized.

7. Severability. If any of the terms, covenants, or conditions of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable under applicable law, then the remainder hereof and the application of such terms, covenants, or conditions to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereof.

8. Insurance. MTC and City shall each obtain and maintain hazard insurance, against all risks of damage, covering all of the landscaping, paving, improvements now or hereafter located on the irrespective Easement Areas in an amount equal to the full replacement cost thereof. MTC shall also obtain and maintain comprehensive public liability insurance covering injuries to persons and property on, in, or about the MTC Easement Area with a single limit of not less than Two Million Dollars ($2,000,000.00) which amount shall be increased from time to time, at the reasonable discretion of MTC. All policies of insurance required hereunder shall be issued by solvent and responsible insurance companies authorized to do business in the State of Wisconsin having a best rating of "A" or better.

9. No Public Dedication. Nothing contained in this Agreement shall constitute or be deemed to constitute a gift or dedication of any portion of the Easement Areas to the general public or for the benefit of the general public or for any public purpose other than general public parking and access. It is the intention of the parties hereto that this Agreement will be strictly limited to the intent of City and MTC set forth herein and the purposes expressed herein.

10. Enforcement. (a) If MTC and City or anyone claiming under the Parties respectively fails to properly improve and maintain the Easement Areas or to otherwise duly and fully perform any of their obligations under this Agreement, then the other Party may send written notice of such failure to such Party. Such notice shall contain an itemized statement of the specific deficiencies (the "Deficiencies") in performance by the Party or its tenants, customers, licensees, agents, invitees, employees, successors and assigns, of their duties and obligations. The other Party shall have twenty (20) days after receipt of such a notice in which to correct the Deficiencies or, if the Deficiencies cannot reasonably be corrected within the twenty (20) day period, then the notifying party shall commence to correct the Deficiencies within the twenty (20) day period and thereafter proceed diligently to complete such correction, at the other Party's expense.

11. Notices. All notices required hereunder shall be in writing, signed, and mailed in the United States Mail, certified mail, addressed to the appropriate party, at the address therefore set herein below, or to such other address as such party may hereafter designate by like notice, such notices (except as otherwise provided herein) being deemed given upon certification thereof;

City: City of Mequon
11133 North Cedarburg Road
Mequon, WI 53092

MTC: Mequon Town Center, LLC
2022 East North Avenue, Suite 300
Milwaukee, WI 53202

12. Time of Essence. The Parties hereto hereby agree that time is of the essence with respect to the performance of each and every obligation under this Agreement.

13. Parties Not Partners. No provision hereof shall be deemed to constitute the Parties hereto as partners of one another or joint venturers of one another or in any way to obligate any party for the performance of any obligation of any other Party not expressly set forth or assumed herein.

14. Amendment. This Agreement or any of the terms, covenants or conditions hereof may not be modified or amended, except by an agreement in writing, duly executed by both City and MTC. Any modification or amendment of this Agreement shall also require the recording of an appropriate document in the Office of the Register of Deeds of Milwaukee County, Wisconsin.

15. Recording. The parties shall promptly cause a fully executed and acknowledged counterpart of this Agreement to be recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin.

16. Successors and Assigns. The terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

17. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto. No representations or covenants of any kind, other than those expressly contained herein, have been made by either Party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year first set forth above.

MTC: Mequon Town Center, LLC

By: _____
Name: Blair W. Williams
Its: Managing Member

CITY: City of Mequon

By: _____
Name: Dan Abendroth

STATE OF WISCONSIN )
) SS.
COUNTY OF OZAUKEE)

Personally came before me this 16th day of July, 2013, Blair W. Williams, the Managing Member of Mequon Town Center, LLC to me known to be the person who executed this Agreement.

NOTARY PUBLIC
LINA A. PROSSER
STATE OF WISCONSIN

Lina A. Prosser
Notary Public, State of Wisconsin
My Commission: 12-20-2019

STATE OF WISCONSIN )
) SS.
COUNTY OF OZAUKEE )

Personally came before me this 16th day of July, 2013, to me known to be the person who executed this Agreement, on behalf the City of Mequon.

Lina A. Prosser

Notary Public, State of Wisconsin
My Commission: 12-20-2019

NOTARY PUBLIC
LINA A. PROSSER
STATE OF WISCONSIN

Exhibit A

Lots One (1) and Two (2) of Certified Survey Map No. 3885, recorded in the Office of Register of Deeds for Ozaukee County, Wisconsin on April 17, 2014, as Document No. 1001106, being a part of Lots Four (4), Five (5), Six (6) and Seven (7) and a part of Lot Eight (8) in Block Two (2) in Assessor's Plat of the City of Mequon and all of Parcel One (1) of Certified Survey Map No. 2465, in the Southeast One-quarter (1/4) of the Southeast One-quarter (1/4) of Section Twenty-two (22), Township Nine (9) North, Range Twenty-one (21) East and the Southwest One-quarter (1/4) of the Southwest One-quarter (1/4) of Section Twenty-three (23), Township Nine (9) North, Range Twenty-one (21) East, in the City of Mequon, Ozaukee County, Wisconsin.

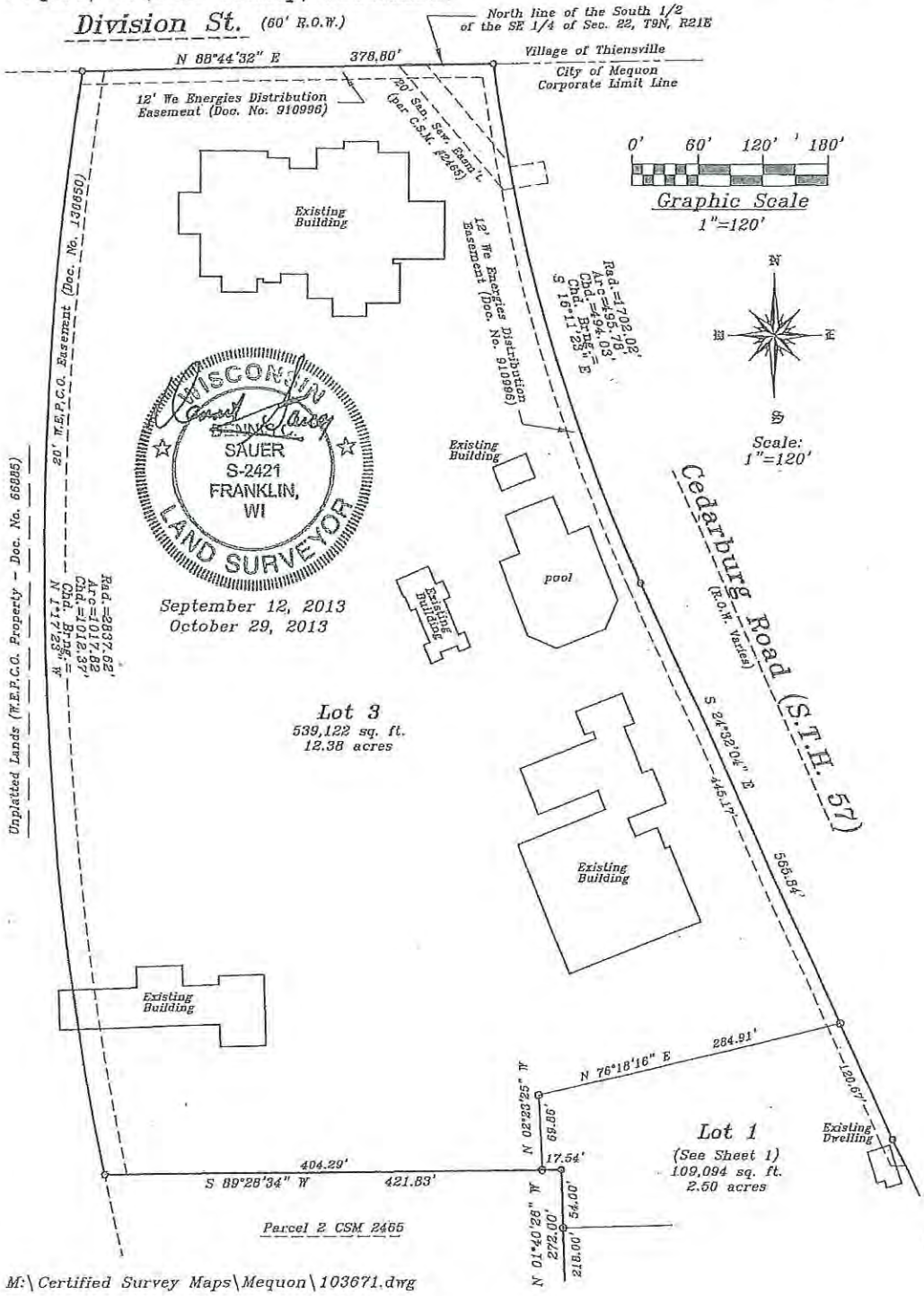
For informational purposes only:

| | |
|---|---|
| Address: | **11229 North Cedarburg Road** |
| | **11215 North Cedarburg Road** |
| | **11209 North Cedarburg Road** |
| | **Part of 11333 North Cedarburg Road** |
| | **6006 West Mequon Road** |
| Parcel Identification No.: | **14 050 02 07 000,** |
| | **14 050 02 06 000,** |
| | **14 050 02 05 002,** |
| | **Part of 14 050 02 08 001,** |
| | **14 050 02 04 000** |

Job No. 103671

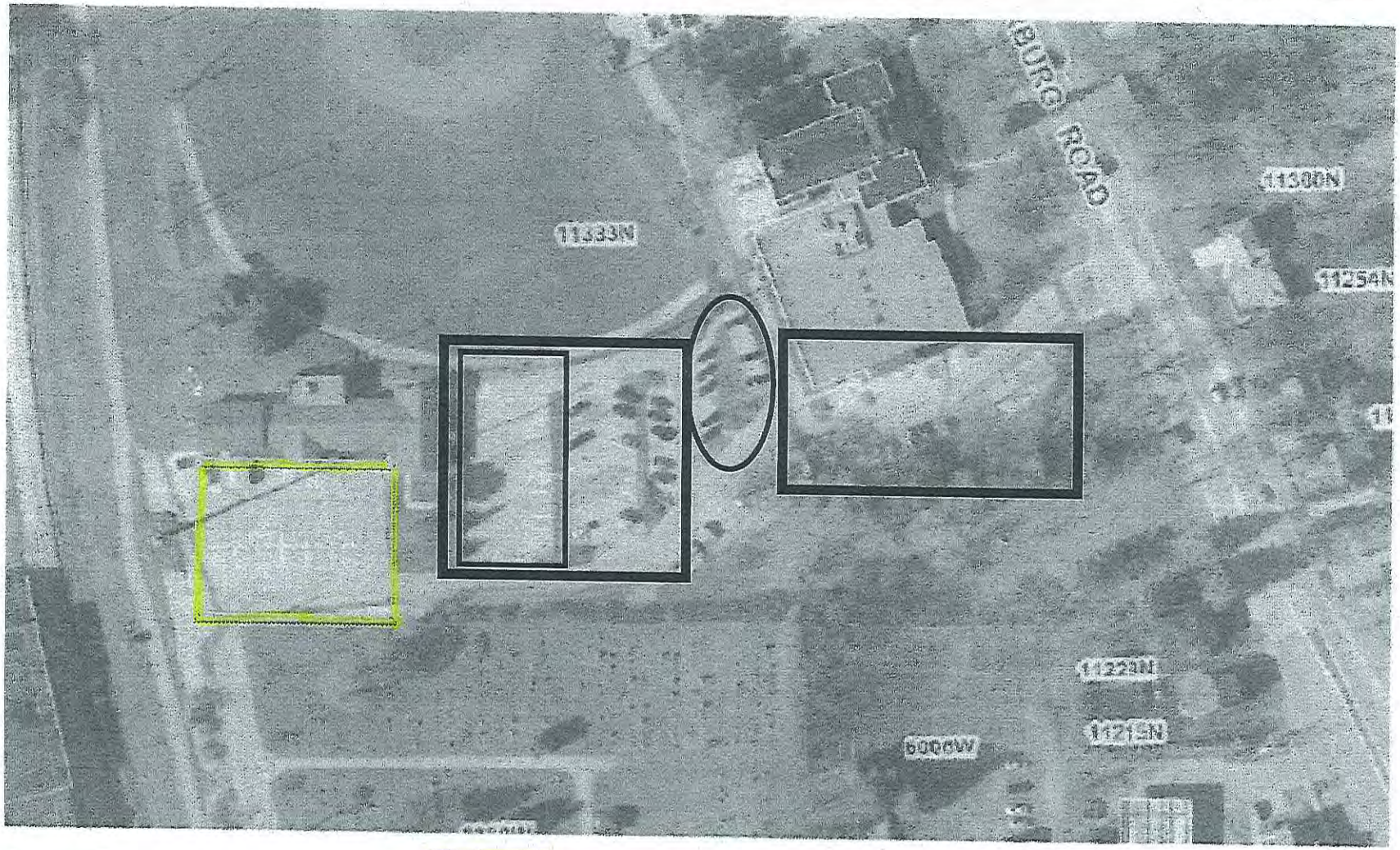
CERTIFIED SURVEY MAP NO. _____

Lots 4, 5, 6, & 7 and part of Lot 8 in Block 2 in Assessor's Plat of the City of Mequon and all of Parcel 1 of Certified Survey Map No.2465, in the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 9 North, Range 21 East and the Southwest 1/4 of the Southwest 1/4 of Section 23, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.




M:\Certified Survey Maps\Mequon\103671.dwg

Exhibit C




= city easement area for parking purposes

= Logemann Parking Area

= designated employee parking for MTC and parties

= designated official city vehicle parking

Exhibit D

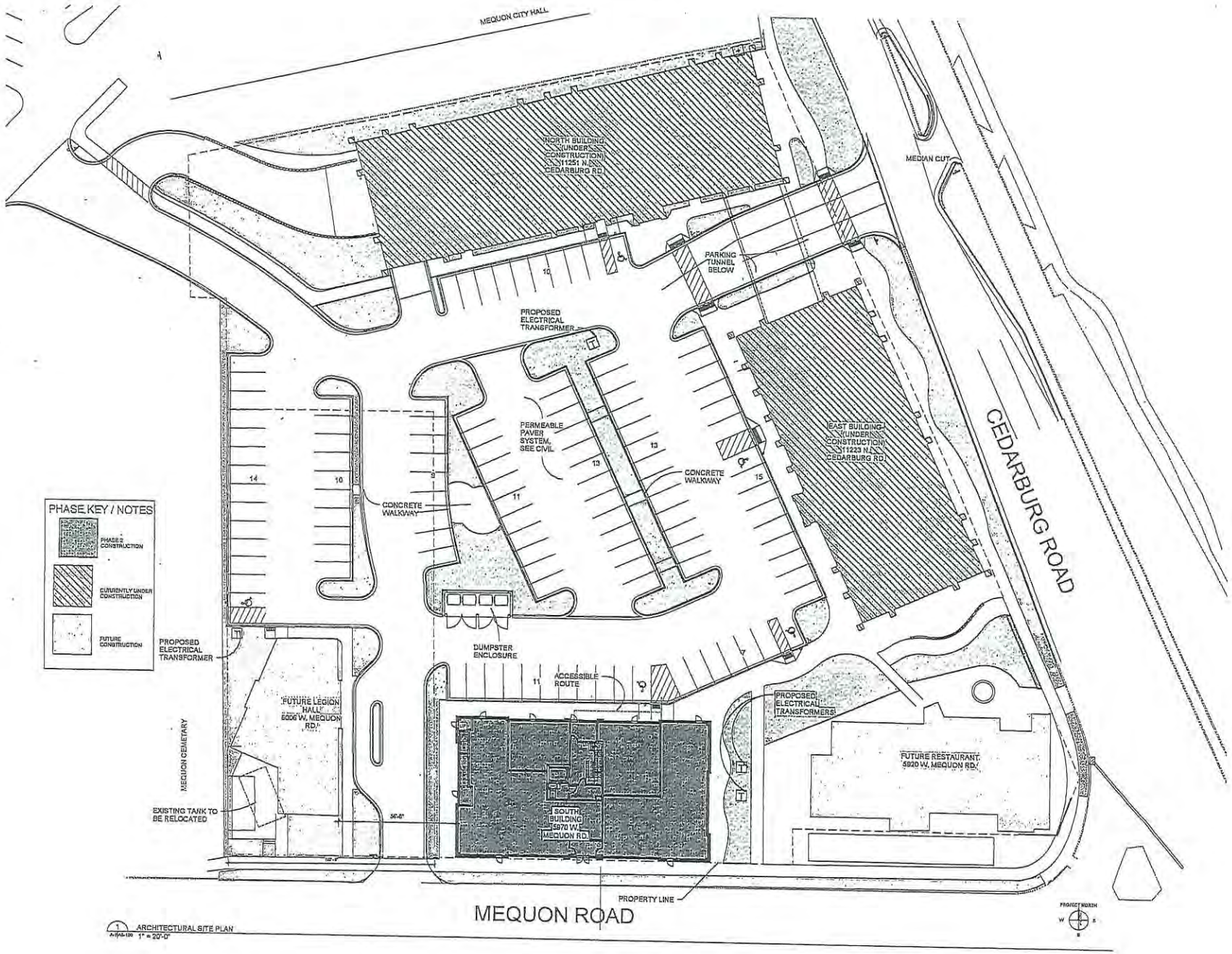
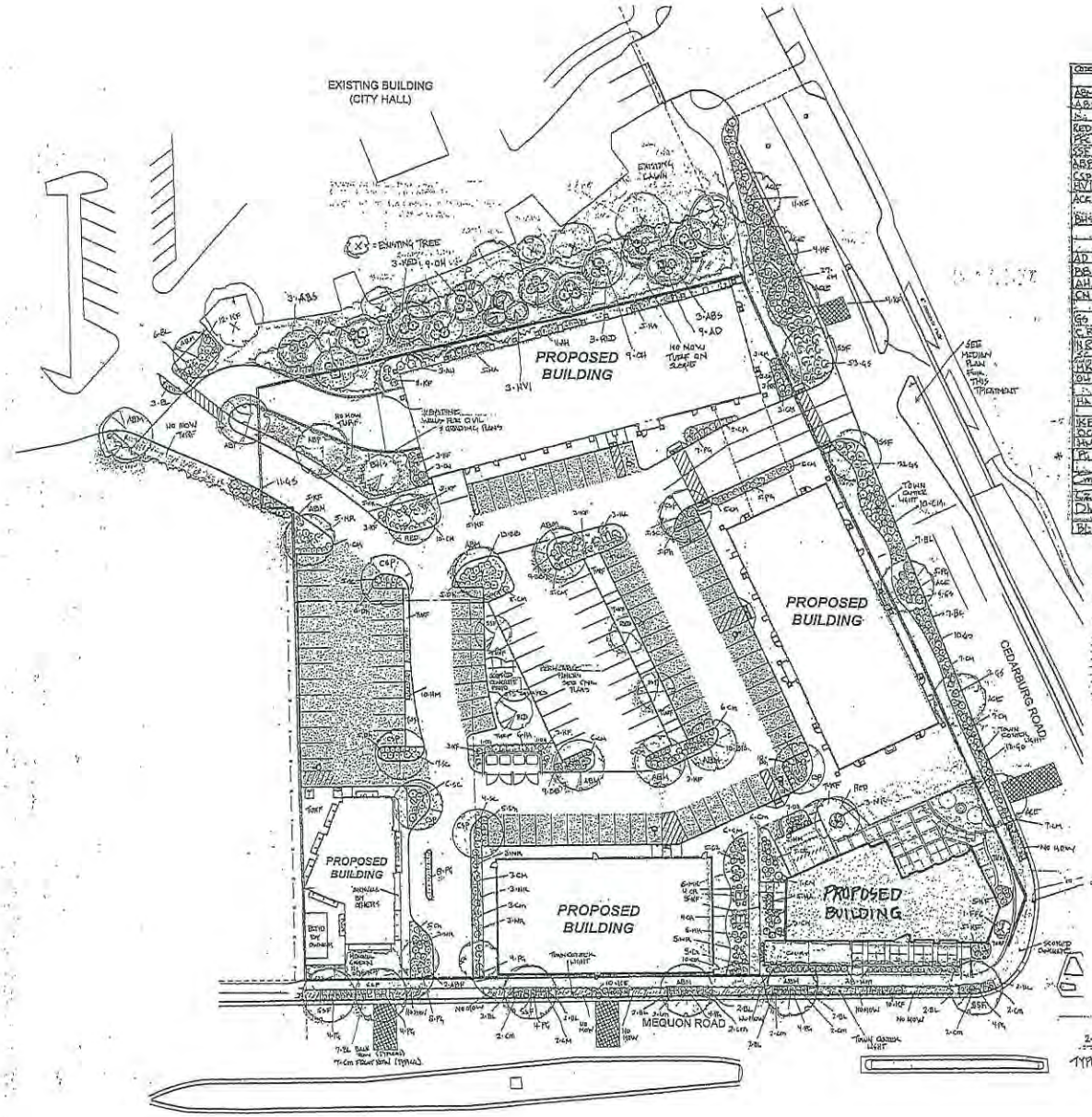

MEQUON CITY HALL
NORTH BUILDING (UNDER CONSTRUCTION) 11251 N. CEDARBURG RD.
MEDIAN CUT
PARKING TUNNEL BELOW
PROPOSED ELECTRICAL TRANSFORMER
PERMEABLE PAVER SYSTEM, SEE CIVIL
CONCRETE WALKWAY
EAST BUILDING (UNDER CONSTRUCTION) 11233 N. CEDARBURG RD.
CEDARBURG ROAD
PHASE KEY / NOTES
PHASE 2 CONSTRUCTION
CURRENTLY UNDER CONSTRUCTION
FUTURE CONSTRUCTION
PROPOSED ELECTRICAL TRANSFORMER
DUMPSTER ENCLOSURE
ACCESSIBLE ROUTE
FUTURE LEGION HALL 6006 W. MEQUON RD.
MEQUON CEMETERY
EXISTING TANK TO BE RELOCATED
SOUTH BUILDING 5970 W. MEQUON RD.
PROPOSED ELECTRICAL TRANSFORMERS
FUTURE RESTAURANT 5920 W. MEQUON RD.
PROPERTY LINE
MEQUON ROAD
PROJECT NORTH
1 ARCHITECTURAL SITE PLAN
A-PAS-100 1" = 20'-0"

Exhibit E




## PLANT LIST

| CODE | QTY | BOTANICAL NAME | COMMON NAME | SIZE | COND | HT |
|---|---|---|---|---|---|---|
| | | TREES | | | | |
| ABM | 10 | ACER PLATANOIDES 'ANTUMN BLAZE' | AUTUMN BLAZE MAPLE | 3" | BB | 30' |
| ABS | 6 | AMELANCHIER LAEVIS 'ROBINHILL' | AUTUMN BRILLIANCE SERVICEBERRY | 10" | BB | 18" |
| RED | 10 | CERCIS CANADENSIS | REDBUD | 2.5" | BB | 25' |
| PRC | 1 | PRUNUS SERRULATA | KWANZAN FLOWERING CHERRY | 2" | B&B | 18' |
| SSE | 8 | MALUS X 'SPRING SNOW' | SPRING SNOW CRABAPPLE | 3" | BB | 25' |
| ABP | 4 | PYRUS CALLERYANA 'AUTUMN BLAZE' | AUTUMN BLAZE PEAR | 3" | B&B | 35' |
| CCR | 6 | PRUNUS "CLEVELAND SELECT" | CLEVELAND SELECT PEAR | 2.5" | BB | 35' |
| HV | 3 | HAMAMELIS VIRGINIANA | COMMON WITCHHAZEL | 6' | BB | 20' |
| ACE | 6 | ACER X FREEMANII 'JEFERSRED' | ACCOLADE ELM | 3" | BB | 35' |
| BHS | 1 | PICEA PUNGENS GLAUCA | BLUE HILLS SPRUCE | 6' | BB | 35' |
| | | SHRUBS | | | | |
| AD | 78 | CORNUS SERICEA 'ARCTIC FIRE' | ARCTIC FIRE DOGWOOD | 30" | CONT | 18" |
| BB | 41 | BUDDLEIA 'BUTTERFLY' | BUTTERFLY BUSH, PURPLE | 18-24" | CONT | 30" |
| AH | 7 | HYDRANGEA ARBORESCENS 'ANNABELLE' | ANNABELLE HYDRANGEA | 18-24" | CONT | 4' |
| CH | 12 | CHIONANTHUS PYCNOSTIGIUS | CHINESE FRINGE TREE | 2-3' | CONT | 10' |
| GG | 118 | RHUS AROMATIC 'GRO LOW' | GRO-LOW SUMAC | 18-24" | CONT | 13' |
| CR | 8 | ROSA 'CHAMPLAIN' | CHAMPLAIN ROSE | 2'-3' | CONT | 13' |
| RR | 29 | ROSA 'KNOCKOUT RED' | KNOCKOUT RED ROSE | 18-24" | CONT | 3' |
| SB | 34 | SPIREA BUMALDA 'GOLDFLAME' | GOLD SPIREA | 18-24" | CONT | 1.5' |
| HK | 10 | SYRINGA PATULA 'MISS KIM' | MISS KIM LILAC | 18-24" | B&B | 3' |
| OU | 18 | HYDROCYCLE QUERCIFOLIA | OAKLEAF HYDRANGEA | 24" | COND | 5' |
| | | CONIFERS | | | | |
| HA | 24 | THUJA OCCIDENTALIS 'WOODWARD' | WOODWARD ARBORVITAE | 4-5' | BB | 15' |
| | | ORNAMENTAL GRASSES | | | | |
| KFG | 80 | CALAMAGROSTIS X ACUTIFLORA | KARL FOERSTER GRASS | 1-gal | POT | 3' |
| OG | 2 | CALAMAGROSTIS X OREDONA | OREDONA FLOWERING GRASS | 1-gal | POT | 3-4' |
| HM | 45 | PANICUM VIRGATUM 'HEAVY METAL' | HEAVY METAL SWITCH GRASS | 1-gal | POT | 2-3' |
| PS | 64 | SPOROBOLUS HETEROLEPIS | PRAIRIE DROPSEED GRASS | 1-gal | POT | 2' |
| | | PERENNIALS | | | | |
| Cm | 146 | NEPETA X FAASS. 'WALKER'S LOW' | WALKER'S LOW CATMINT | 4.5" | POT | 18-24" |
| CR | 18 | CALAMINTHA NEPETA 'CRICHTON'S VARIETY' | TALL CALAMINT | 4.5" | POT | 18" |
| DH | 35 | HEMEROCALLIS 'HAPPY RETURN' | HAPPY RETURN DAYLILY | 4.5" | DS | 18" |
| RC | 43 | RUDBECKIA HIRTA | BLACK EYED SUSAN | 4.5" | POT | 18" |

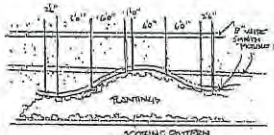
* POT OF GOLD *

## * NOTES *

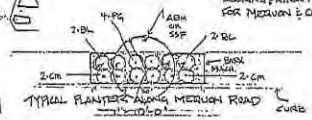
1. TOPSOIL BY EARTHWORK CONTRACTOR
2. FINE GRADING BY LANDSCAPE CONTRACTOR
3. LANDSCAPER TO MAINTAIN FOR 90 DAYS
4. ONE YEAR LABOR & MATERIAL WARRANTY
5. PLANTING BEDS TO RECEIVE A "WEED PREVENTER" CHEMICAL
6. PLANTING BEDS TO RECEIVE 2" OF SHREDDED HARDWOOD BARK
7. NO HOW LAWN AREAS TO BE COVERED BY AN EROSION BLANKET
8. LAWN AREAS TO BE HYDRO-SEEDED, FERTILIZED & MULCHED USING PRAIRIE SP. SEED
9. PLANTING BEDS BOUNDED BY LAWN TO RECEIVE A 6" DEEP HAND SPADED BED EDGE
10. STREET TREES SUPPLIED BY CITY OF MEQUON & PLANTED BY LANDSCAPER
   * SPECIES MAY CHANGE PER MEQUON FORESTER *

ALL SIDEWALKS ALONG CEDARBURG RD & MEQUON ROAD TO BE SCORED PER CITY OF MEQUON TIP 3 PHASE II ZONE 2 STREETSCAPE PLAN LB.03

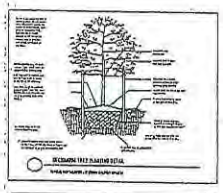
* LITTLE BLUESTEM MAY BE SUBSTITUTED FOR SOME OF THE PRAIRIE DROPSEED PER DIRECTION OF LANDSCAPE ARCHITECT

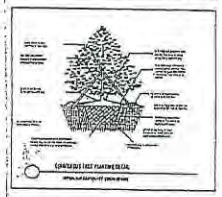


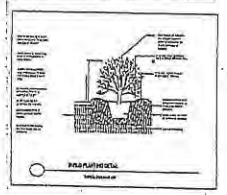

SCORING PATTERN FOR MEQUON & CEDARBURG ROAD SIDEWALKS




TYPICAL PLANTER ALONG MEQUON ROAD







rha
Mayer | Heinimisk Architects, LLC
10201 N. Port Washington Rd.
Suite 200
Mequon, WI
53092-5511
(262)241-2700
(262)241-2706 fax
mayerheinimisk.com

CONSULTANT

OWNER

SHAFFER / WIRED PROPERTIES

2022 E. NORTH AVENUE
SUITE 300
MILWAUKEE, WI 53202

PROJECT

MEQUON TOWN CENTER MIXED USE BUILDINGS
11223 N. CEDARBURG ROAD
MEQUON, WI 53092

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|

JOHN A. KOERNER LARSON SHOREWOOD WIS.
7/22/13
1/03/14
3/18/14
10/29/14
3/14/15

SCALE: 1" = 30'

North

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OWNERSHIP OF DOCUMENTS

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11/07/2013 2:03:08 PM

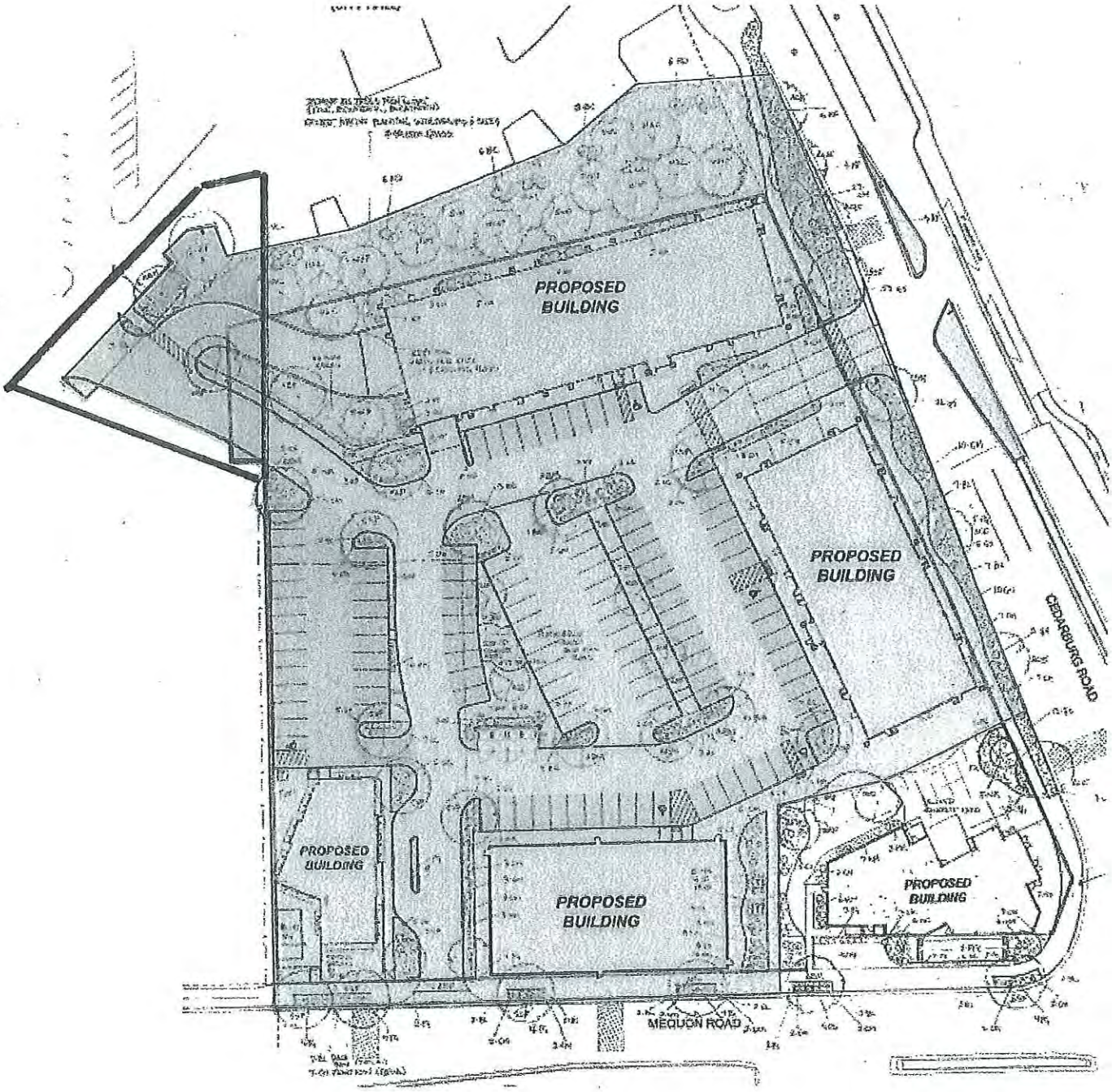
LANDSCAPING PLAN

| | |
|---|---|
| MHA PROJECT # | 08015.02 |
| PROJ. DATE | 9/20/2013 |
| DRAWN BY | BMS |
| APPROVED BY | TBD |
| SHEET ISSUE DATE: | 01/04/14 |

Site Plan

L-100

Exhibit F


PROPOSED BUILDING
PROPOSED BUILDING
PROPOSED BUILDING
PROPOSED BUILDING
PROPOSED BUILDING
CEDARBURG ROAD
MEQUON ROAD