



136 North Monroe Street  
Waterloo, WI 53594-1198  
Phone: (920) 478-3025  
Fax: (920) 478-2021  
www.waterloowi.us

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**PUBLIC NOTICE OF A COMMITTEE MEETING OF THE COMMON COUNCIL OF THE CITY OF WATERLOO**

Pursuant to Section 19.84 Wisconsin Statutes, notice is hereby given to the public & news media, that the following meeting will be held:

**COMMITTEE:** PUBLIC WORKS & PROPERTY COMMITTEE  
**DATE:** March 5, 2026  
**TIME:** 6:30 p.m.  
**LOCATION:** Municipal Building Council Chambers, 136 N. Monroe Street

- 1) CALL TO ORDER AND ROLL CALL
- 2) APPROVAL OF MEETING MINUTES – February 5, 2026
- 3) CITIZEN INPUT / PUBLIC COMMENT (3 minutes per individual)
- 4) PROJECT OVERSIGHT & UPDATES
- 5) UNFINISHED BUSINESS
- 6) NEW BUSINESS
  - a) Sewer Connection Fee
  - b) Resolution 2026-10 Awarding Crack Filling and Chip Sealing Contract
- 7) FUTURE AGENDA ITEMS AND ANNOUNCEMENTS -- Committee Calendar
- 8) ADJOURNMENT

Jeanne Ritter  
Clerk/Deputy Treasurer

Committee Members: Weihert, Haseleu, and A. Kuhl

posted, e-mailed & distributed: 02/27/2026

PLEASE NOTE: IT IS POSSIBLE THAT MEMBERS OF AND POSSIBLY A QUORUM OF MEMBERS OF OTHER GOVERNMENTAL BODIES OF THE MUNICIPALITY MAY BE IN ATTENDANCE AT THE ABOVE MEETING(S) TO GATHER INFORMATION. NO ACTION WILL BE TAKEN BY ANY GOVERNMENTAL BODY OTHER THAN THAT SPECIFICALLY NOTICED. ALSO, UPON REASONABLE NOTICE, EFFORTS WILL BE MADE TO ACCOMMODATE THE NEEDS OF DISABLED INDIVIDUALS THROUGH APPROPRIATE AIDS AND SERVICES. FOR ADDITIONAL INFORMATION OR TO REQUEST SUCH SERVICES PLEASE CONTACT THE CLERK'S OFFICE AT THE ABOVE LOCATION.

**CITY OF WATERLOO**

**PUBLIC WORKS & PROPERTY COMMITTEE MEETING MINUTES: February 05, 2026**

Digital audio files are archived with these written minutes additionally serving as the official record.

**COMMITTEE REGULARLY SCHEDULED MEETING**

1. PLEDGE OF ALLEGIANCE, CALL TO ORDER, and ROLL CALL. Quimby called the meeting to order at 6:32 pm. Committee members present: Haseleu. Remote: A. Kuhl and R. Weihert Absent: none Others in attendance: DPW Supervisor Yerges; Utilities Sorenson; Mayor Quimby; Clerk Ritter; Alderperson T. Thomas; Police Chief Sorenson; LT Warner, DJ Dorn and WLOO Cable. The PLEDGE OF ALLEGIANCE was recited.
2. APPROVAL OF MEETING MINUTES – December 4, 2025 [A.Kuhl/Haseleu] VOICE VOTE: Motion carried.
3. CITIZEN INPUT / PUBLIC COMMENT
4. PROJECT OVERSIGHT & UPDATES
5. UNFINISHED BUSINESS
6. NEW BUSINESS
  - a. South VanBuren Engineering – continue with Kunkel
  - b. Parking and Speed Limit on Hendricks between Bishop Circle and Manuesha River- No changes. Leave at 15mph and no parking as it was before construction
  - c. 2011 Ford Dump Truck – continue to use for now.
7. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS.
8. ADJOURNMENT [Haseleu/Weihert] VOICE VOTE: Motion carried. 6:56 pm. Motion carried.

Jeanne Ritter  
Clerk/Deputy Treasurer

With the major Wastewater Treatment Plant (WWTP) upgrade the Utility Commission voted on February 5, 2025 to recommend the below update to the Sewer Connection fee. Significant Discharger connection fee will be calculated by using significant discharge equivalents.

**City of Waterloo Sewer Connection Fee Summary**

<b>Year</b>	<b>Connection Fee per EU</b>
2026	\$1,724
2027	\$1,882
2028	\$2,042
2029	\$2,204
2030	\$2,368
2031	\$2,534
2032	\$2,701
2033	\$2,871
2034	\$3,042
2035	\$3,216
2036	\$3,392
2037	\$3,570
2038	\$3,750
2039	\$3,932
2040	\$4,117
2041	\$4,304
2042	\$4,494
2043	\$4,686
2044	\$4,881
2045	\$5,078
2046	\$5,225
2047	\$5,368
2048	\$5,517
2049	\$5,666
2050	\$5,817
2051	\$5,971



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**RESOLUTION #2026-10**

**Awarding A Contract For 2026 Chip Sealing Bids**

**Whereas**, this contract for pavement maintenance is funded from the 2026 Capital Project Fund, and;

**Whereas**, bids were requested and received by DPW Supervisor Chad Yerges, and;

Whereas, two vendors submitted proposals for this work, and;

**Whereas**, Fahrner Asphalt Sealers submitted a proposal for five streets in Waterloo. Those streets include: Commercial Ave – 540’ North of Industrial Ave to Termini \$8,174.46, Jefferson St – E. Madison to Termini \$21,134.20, E. Polk – Adams St. to Jefferson St - \$3,874.40, Leschinger St. -Jefferson St. to S. Washington \$8,077.22 and S. Monroe St. -Madison to Termini \$9,397.92. For a total of \$50,658.20.

**Whereas**, Scott Construction Inc. submitted a proposal for seven streets in Waterloo. Those streets include: E. Polk St.(Jefferson St. -Adam St.) \$3,900.00, Jefferson St. (E. Madison St. -End) \$18,500.00, Leschinger St.(Jefferson St. – S. Washington St) \$7,000.00, S Monroe St. (Madison St. -End) \$9,500.00, Taylor St. (S. Monroe-Pave Change) \$1,500.00, Commercial Ave. (540’ North of Industrial-End)\$7,500.00 For a total of \$50,900.00.

**Now Therefore Be It Resolved**, by the Common Council of the City of Waterloo, Wisconsin, that it awards a contract for the work described above to Scott Construction Inc. Lake Delton, WI, with a bid in the amount of \$50,900.00. This project is set to begin in the Summer of 2026.

**PASSED AND ADOPTED ON** this 5th day of March 2026.

**City of Waterloo**

Signed: \_\_\_\_\_  
Jenifer Quimby  
Mayor

Attest:

\_\_\_\_\_  
Jeanne Ritter  
Clerk/Deputy Treasurer

**PROPOSAL / CONTRACT**

Job. No. \_\_\_\_\_



Date: February 09, 2026

**CORPORATE OFFICE**  
2800 Mecca Drive • Plover, WI 54467  
phone 715.341.2868 • fax 715.341.1054

751 N Bluemound Drive • Appleton, WI 54914  
phone 920.759.1008 • fax 920.759.1019

6615 US Highway 12 W • Eau Claire, WI 54703  
phone 715.874.6070 • fax 715.874.6717

*Pavement Maintenance Contractors*

*EOE, including disability / vets*

914 Commercial Court • Onalaska, WI 54650  
phone 608.779.6641 • fax 608.779.6813

316 Raemisch Road • Waunakee, WI 53597  
phone 608.849.6466 • fax 608.849.6470

111 Anderson Road • Iron River, MI 49935  
phone 906.265.6770 • fax 906.265.5719

2224 Veterans Memorial Pkwy • Saginaw, MI 48601  
phone 989.752.9200 • fax 989.752.9205

<b>Contact Name:</b> Chad Yerges	<b>Contract Price:</b> \$50,658.20
<b>PURCHASER:</b> CITY OF WATERLOO	<b>TELEPHONE:</b> (920) 988-9686
<b>ADDRESS:</b> 136 N. MONROE ST. WATERLOO, WI 53594	<b>DESCRIPTION OF PROPERTY:</b> CITY OF WATERLOO-CHIPSEAL 2026 CF 136 N. MONROE ST. WATERLOO, WI 53594

1. FAHRNER Asphalt Sealers, L.L.C. (CONTRACTOR) and PURCHASER agree that, CONTRACTOR shall furnish the labor and materials to complete certain construction in accordance with the following specifications:

\*\*\*City of Waterloo 2026 Streets Program\*\*\*

- Emulsion- CRS2P
- Aggregate- FA2 Granite
- Pick up sweeping- 24/48 Hours after application
- Prep work- Crack filling streets

- Streets-
  - Commercial Ave.- 540' North of Industrial Ave. to Termini- \$8,174.46
  - Jefferson St.- E. Madison to Termini- \$21,134.20
  - E. Polk St.- Adams St. to Jefferson St.- \$3,874.40
  - Leschinger St.- Jefferson St. to S. Washington- \$8,077.22
  - S. Monroe St.- Madison to Termini- \$9,397.92
  - Total Project- \$50,658.20

Rout out cracks & curbline to a minimum 3/4 x 3/4 ratio width versus depth. Blow and clean cracks with compressed air and heat lance. Seal with rubberized asphalt crack sealant which exceeds Fed Spec ASTM 6690 TYPE II 38% rubber.

Thoroughly clean the existing surface with a self propelled broom. Apply CRS2P 170 degree emulsified asphalt by full-width spray distributor. Apply FA2 cover aggregate and spread uniformly over surface with full-width self propelled chip spreader. Roll with pneumatic-tired roller. Base amount to be determined between contractor and city. Min. 20K work to secure agreement.

This proposal may be withdrawn if not accepted and received by CONTRACTOR within 15 days of the date above and/or at any time before performance of the work hereunder upon CONTRACTOR'S determination that the PURCHASER is not creditworthy.

- 2. If proposal is accepted please sign, retain one copy and forward a copy to our office.
- 3. The undersigned ("PURCHASER") agrees to pay CONTRACTOR the total price of \$50,658.20 and/or the unit prices specified above for the labor and materials specified above which payment shall be due upon completion of each stage of work. PURCHASER acknowledges that the specifications, conditions and price quotes specified above are satisfactory and hereby accepted.

Acceptance of this Proposal includes acceptance of all the terms and conditions on back.

**CONTRACTOR:**  
Fahrner Asphalt Sealers, LLC:608-359-6092  
luke.hynes@fahrnerasphalt.com

**PURCHASER:**  
I have read and understand the terms and conditions on both sides of this contract.

Luke Hynes  
\_\_\_\_\_  
(PRINT OR TYPE NAME)

\_\_\_\_\_  
(PRINT OR TYPE NAME)

By:   
\_\_\_\_\_  
(CONTRACTOR REPRESENTATIVE)

By: \_\_\_\_\_  
(PURCHASER AUTHORIZED REPRESENTATIVE)

Date: February 09, 2026

Date of acceptance: \_\_\_\_\_

## TERMS AND CONDITIONS

### NOTICE OF LIEN RIGHTS

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAWS, 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 BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO 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 CLAIMS 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 performance of this Proposal/Contract. Where applicable, PURCHASER shall also be responsible for backfilling areas that border along the newly paved surface with appropriate material to eliminate potential cracking and uneven surface at the edge of the paved surface and for installing, replacing, maintaining and repairing shoulders. 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 utility/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 Wisconsin winters 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.**

### 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. It is hereby agreed that no legal action with respect to this contract may be brought by either party later than one (1) year after the cause of action accrues and that the party asserting such a legal action shall be barred from any remedy thereto.

### 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

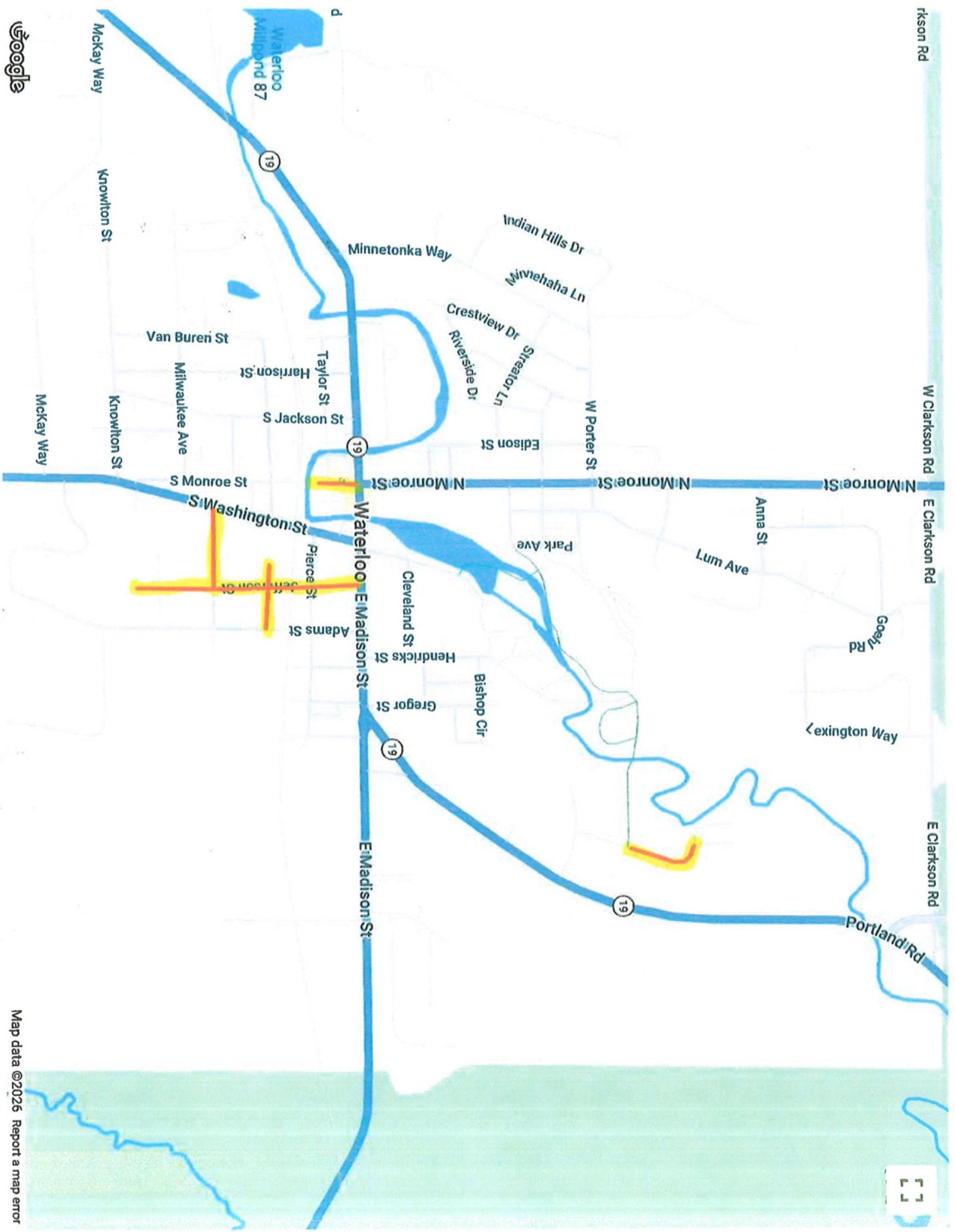
Since the asphalt in blacktop needs time to harden and cure, usually 6-12 months, your asphalt pavement will remain soft and pliable during warm weather. During this time, don't park in the same spot every time and do not turn your steering wheel back and forth when your car is not moving. It is not 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.

### BINDING EFFECT

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

### ENTIRE AGREEMENT

The entire contract is embodied in this writing. This writing constitutes the final expression of the party's agreement, and is a complete and exclusive statement of that agreement. In the event that any term of this contract is unenforceable, the remaining terms of the contract shall still be in full force and effect.



# SCOTT

CONSTRUCTION, INC.

ASPHALT SURFACING SINCE 1926

P.O. Box 340 LAKE DELTON, WI 53940 PH. 608.254.2555 FAX 608.254.2249

Complete Asphalt Maintenance and Construction

WWW.SCOTTCONSTRUCT.COM

Submitted To:	Contact:	Proposal/Date:
CITY OF WATERLOO	C/O JEANNE RITTER	
JEFFERSON COUNTY	CLERK/TREASURER	S0280516
136 NORTH MONROE STREET	- -	2/9/2026
WATERLOO, WI 53594	prevailing wage determination number:	None Provided

## Asphaltic Chip Seal Surfacing for Pavement Maintenance and Preservation

Includes men and equipment to sign work zone and thoroughly clean existing pavement with a combination self-propelled power broom/mechanical blower, **furnish cold mix patch material and pothole hand patch prior to chip seal surfacing.** Emulsified Liquid Asphalt blended at a State of Wisconsin and AASHTO certified liquid asphalt production facility: furnished, heated to 180 degrees F and applied in a single pass up to 24 feet wide. Scott Construction Inc. to furnish, load, haul and place cover aggregate, in a single pass up to 24 feet wide, using a self-propelled chip spreader and compact using a rubber tire and/or combination rubber tire/steel wheel self-propelled roller. Excess cover aggregate to be removed per Owner's specifications.

### Crack Fill and Single Chip Seal With FA-2 Black Granite

E Poke St. (Jefferson St.-Adams St.)-**\$3,900.00**

Jefferson St. (E Madison St.-End)-**\$18,500.00**

Leschinger St. (Jefferson St.-S Washington St.)-**\$7,000.00**

S Monroe St. (Madison St.-End)-**\$9,500.00**

Taylor St. (S Monroe-Pave Change)-**\$3,000.00**

Mead St. (S Monroe-Pavement Change)-**\$1,500.00**

Commercial Ave. (540' North of Industrial-End)-**\$7,500.00**

**TOTAL-\$50,900.00**

If SCI determines the scope and/or quantity of work to be performed under contract differs from this proposal, SCI retains the right to price adjust prior to commencement of the work.

Payment Terms: Net 30

NOTE: This proposal may be withdrawn by us if not accepted within 14 days from issue date.

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.

Date of Acceptance: \_\_\_\_\_

Customer Signature(s): \_\_\_\_\_

SCI Representative Signature:  \_\_\_\_\_ Jacobson Collin

## ADDITIONAL AGREEMENT PROVISIONS

If for any reason beyond Scott Construction, Inc.'s control, the Work cannot be completed by 11/01 of the current year; Scott Construction, Inc. reserves the right to adjust the terms of this agreement.

Scott Construction, Inc. will not be responsible for damage to any underground utilities or other hidden conditions if the Owner/Contractor fails to give Scott Construction, Inc. advance notice of their existence and location. Owner/Contractor agrees to indemnify and hold Scott Construction, Inc. harmless from 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, 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 Scott Construction, Inc. is directed to commence Work prior to the time such other work is completed, Owner/Contractor agrees to pay the costs of any extra mobilizations or reduced productivity attributable to Scott Construction, Inc. commencing any of the Work before any others have completed their work.

Any changed condition of the job specifications involving extra costs will be performed only upon submission of a written change order, and Owner/Contractor has made financial arrangements acceptable to Scott Construction, Inc. to fulfill its obligation under this agreement.

If any other agreement is entered into between the parties, the terms of this agreement shall be incorporated into any such agreement and shall supersede any conflicting terms contained therein.

Scott Construction, Inc. reserves the right to refuse to construct a pavement unless minimum grades of 1% are attainable for surface drainage. If the Owner/Contractor directs construction with less than a minimum grade of 1%, it is understood that waterponding may occur and that no warranty attaches to the Work as to satisfactory surface drainage. Scott Construction, Inc. is not responsible for the redesigning of plan grades in order to establish a minimum of 1% drainage.

No materials will be placed on a wet, unstable or frozen subgrade. A suitable subgrade shall be furnished to Scott Construction, Inc. as a condition precedent to any performance of any Work required under this agreement. All subgrade must be rough graded by Owner/Contractor to within  $\pm 0.1'$ .

When resurfacing concrete, brick or asphalt pavements, Scott Construction, Inc. is not responsible for the reproduction of cracks or expansion joints which may occur.

"AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER (SCOTT CONSTRUCTION, 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."

Owner/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/Contractor and shall bear the sole cost of any fines or penalties for failure to comply with or obtain the same.

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/Contractor agrees to pay all attorney's fees, costs and expenses incurred by Scott Construction, Inc. in connection with collecting that amount.

Scott Construction, Inc. proposes to furnish material and labor – complete in accordance with above specifications and prices. Scott Construction, Inc. is entitled to final payment upon substantial completion of the "Work" required herein. Terms of payment shall be net 30 days from date of invoice. A 1.5% per month service charge shall be charged on all outstanding balances.

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

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. Scott Construction, Inc. is authorized by Owner/Contractor to do the Work as specified. Payment will be made to Scott Construction, Inc. by Owner/Contractor as outlined above. If separate bids or alternate bids are indicated, acknowledge acceptance by initialing those prices which you hereby accept. The terms and conditions contained in this proposal may not be modified in any way by owner/contractor and acceptance indicated below is conditional upon acceptance of all the terms and conditions contained here in.

If the price of Diesel fuel exceeds \$2.85 per gallon when the work is being performed, a surcharge guaranteed not to exceed 1.5% of the total invoice amount may be applied.

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### Crack Fill and Single Chip Seal With FA-2 Black Granite

E Poke St. (Jefferson St.-Adams St.)-**\$3,900.00**

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**TOTAL-\$50,900.00**

If SCI determines the scope and/or quantity of work to be performed under contract differs from this proposal, SCI retains the right to price adjust prior to commencement of the work.

Payment Terms: Net 30

NOTE: This proposal may be withdrawn by us if not accepted within 14 days from issue date.

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Date of Acceptance: \_\_\_\_\_

Customer Signature(s): \_\_\_\_\_

SCI Representative Signature:  \_\_\_\_\_ Jacobson Collin

## ADDITIONAL AGREEMENT PROVISIONS

If for any reason beyond Scott Construction, Inc.'s control, the Work cannot be completed by 11/01 of the current year; Scott Construction, Inc. reserves the right to adjust the terms of this agreement.

Scott Construction, Inc. will not be responsible for damage to any underground utilities or other hidden conditions if the Owner/Contractor fails to give Scott Construction, Inc. advance notice of their existence and location. Owner/Contractor agrees to indemnify and hold Scott Construction, Inc. harmless from 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, 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 Scott Construction, Inc. is directed to commence Work prior to the time such other work is completed, Owner/Contractor agrees to pay the costs of any extra mobilizations or reduced productivity attributable to Scott Construction, Inc. commencing any of the Work before any others have completed their work.

Any changed condition of the job specifications involving extra costs will be performed only upon submission of a written change order, and Owner/Contractor has made financial arrangements acceptable to Scott Construction, Inc. to fulfill its obligation under this agreement.

If any other agreement is entered into between the parties, the terms of this agreement shall be incorporated into any such agreement and shall supersede any conflicting terms contained therein.

Scott Construction, Inc. reserves the right to refuse to construct a pavement unless minimum grades of 1% are attainable for surface drainage. If the Owner/Contractor directs construction with less than a minimum grade of 1%, it is understood that waterponding may occur and that no warranty attaches to the Work as to satisfactory surface drainage. Scott Construction, Inc. is not responsible for the redesigning of plan grades in order to establish a minimum of 1% drainage.

No materials will be placed on a wet, unstable or frozen subgrade. A suitable subgrade shall be furnished to Scott Construction, Inc. as a condition precedent to any performance of any Work required under this agreement. All subgrade must be rough graded by Owner/Contractor to within  $\pm 0.1'$ .

When resurfacing concrete, brick or asphalt pavements, Scott Construction, Inc. is not responsible for the reproduction of cracks or expansion joints which may occur.

"AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER (SCOTT CONSTRUCTION, 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."

Owner/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/Contractor and shall bear the sole cost of any fines or penalties for failure to comply with or obtain the same.

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/Contractor agrees to pay all attorney's fees, costs and expenses incurred by Scott Construction, Inc. in connection with collecting that amount.

Scott Construction, Inc. proposes to furnish material and labor – complete in accordance with above specifications and prices. Scott Construction, Inc. is entitled to final payment upon substantial completion of the "Work" required herein. Terms of payment shall be net 30 days from date of invoice. A 1.5% per month service charge shall be charged on all outstanding balances.

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

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. Scott Construction, Inc. is authorized by Owner/Contractor to do the Work as specified. Payment will be made to Scott Construction, Inc. by Owner/Contractor as outlined above. If separate bids or alternate bids are indicated, acknowledge acceptance by initialing those prices which you hereby accept. The terms and conditions contained in this proposal may not be modified in any way by owner/contractor and acceptance indicated below is conditional upon acceptance of all the terms and conditions contained here in.

If the price of Diesel fuel exceeds \$2.85 per gallon when the work is being performed, a surcharge guaranteed not to exceed 1.5% of the total invoice amount *may* be applied.

City of Waterloo Public Works & Property Committee  
Annual Calendar (rev. 7/30/2021)

- Meeting night: 1<sup>st</sup> Thursday of month at 6:00 pm
- Monthly recurring: (1) review of Capital Projects; (2) monitor defined Progress Measures

JANUARY
<input type="checkbox"/> Oversight of bid process for future year capital purchases & contract services
FEBRUARY
<input type="checkbox"/> Notify Mayor of reappointment interest
MARCH
<input type="checkbox"/> Identify grant application opportunities
APRIL
<input type="checkbox"/> Mayoral Committee appointments
MAY
<input type="checkbox"/> Review and realign Progress Measures as needed tying back to Comprehensive Plan
<input type="checkbox"/> Update annual calendar
<input type="checkbox"/> Tour of municipal facilities
<input type="checkbox"/> Public Works Director's Spring facility inspection report (added at Mayor's request)
JUNE
<input type="checkbox"/> Mayor's Budget start date.
JULY
<input type="checkbox"/> Traditional beginning of budget consideration with budget memo to department heads.
<input type="checkbox"/> § 53-14 Recommending updated multi-year capital improvement plan to Finance, Insurance & Personnel Committee
<input type="checkbox"/> Review DPW future year budget submittal
- Operational budget
▪ Programs & Services provided.
- Capital Budget
▪ Street surface maintenance program
▪ Street/Utility reconstruction plan
AUGUST
<input type="checkbox"/> PASER review (Pavement Surface Evaluation & Rating) – A 1-10 rating system for road pavement condition using visual inspection to evaluate pavement surface conditions [NOTE: Updated by KEG in odd years]
SEPTEMBER
<input type="checkbox"/> Review of municipal facility needs (multi-year)
OCTOBER
<input type="checkbox"/> Evaluating the municipal solid waste management system; trash-recycling service performance & contract
<input type="checkbox"/> Oversight of bid process for future year capital purchases & contract services
<input type="checkbox"/> Review of municipal facility needs (multi-year)
<input type="checkbox"/> Public Works Director's Fall facility inspection report (added at Mayor's request)
NOVEMBER
<input type="checkbox"/> Oversight of bid process for future year capital purchases & contract services
<input type="checkbox"/> Review of municipal facility needs (multi-year)
<input type="checkbox"/> Review of City Forestry Plan
DECEMBER
<input type="checkbox"/> Oversight of bid process for future year capital purchases & contract services
<input type="checkbox"/> Impact fee needs assessment update based on prior months review.
<input type="checkbox"/> Review of municipal facility needs (multi-year)