

From: Beggs, Tauren R - DNR
Sent: Friday, May 12, 2023 8:13 AM
To: Dave Herrmann
Subject: Taking Site Pictures

Good morning Dave,

I have to head to Manitowoc this afternoon, so on my way I plan to stop at your property in Two Rivers quick for a couple minutes to get a couple of pictures of the recently paved area. I should be there around 2pm.

Regards,

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Tauren R. Beggs

Hydrogeologist & Northeast Region Land Recycling Expert
Remediation and Redevelopment Program
Wisconsin Department of Natural Resources
2984 Shawano Ave
Green Bay, WI 54313
Phone: (920) 510-3472

Tauren.Beggs@wisconsin.gov (preferred contact method during work at home)

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From: Lowery, Jason B - DNR
Sent: Monday, May 8, 2023 10:55 AM
To: Andy Behnke
Cc: Beggs, Tauren R - DNR
Subject: Two Rivers Paving

Andy

Thank you for completing the paving work in Two Rivers and sending us the invoice and pics. The pics that you did send us look good, but unfortunately, we can't see the west edge of the paving job very well so I'm going to have to put a hold on processing the invoice until we can see that area. Tauren is planning on being in the area on Friday so he can get to the site and take some better pics looking in that direction. Assuming we have everything we need at that time, then that would be our official "received" date for the invoice (with all required documentation). Invoices are typically paid about 30 days after that date. Please let me know if you have any questions.

We are committed to service excellence.

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Jason Lowery, P.G.

Federal Programs Coordinator
Remediation & Redevelopment Bureau
Wisconsin Department of Natural Resources
101 S. Webster St., P.O. Box 7921, Madison, WI 53707-7921
Work Cell: 608-228-4737
jason.lowery@wisconsin.gov



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From: Lowery, Jason B - DNR
Sent: Monday, May 8, 2023 10:49 AM
To: Beggs, Tauren R - DNR
Subject: RE: Pics

Thanks. I'll let him know that we'll have to hold his invoice until at least Friday.

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Jason Lowery, P.G.

Work Cell: 608-228-4737

jason.lowery@wisconsin.gov

From: Beggs, Tauren R - DNR <Tauren.Beggs@wisconsin.gov>
Sent: Monday, May 08, 2023 10:47 AM
To: Lowery, Jason B - DNR <Jason.Lowery@wisconsin.gov>
Subject: RE: Pics

Hi Jason,

I would agree it is hard to see to the west. I will be driving to Manitowoc on Friday, so I could stop by the site in Two Rivers on my way and grab some pictures from the side of the road.

Regards,

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Tauren R. Beggs

Phone: (920) 510-3472

Tauren.Beggs@wisconsin.gov (preferred contact method during work at home)

From: Lowery, Jason B - DNR <Jason.Lowery@wisconsin.gov>
Sent: Monday, May 8, 2023 10:35 AM
To: Beggs, Tauren R - DNR <Tauren.Beggs@wisconsin.gov>
Subject: FW: Pics
Importance: High

Tauren – see attached pics. Looks like he covered the areas he was supposed to, but I don't see the west edge very well and he said he didn't have any other pics. Maybe we need to ask a warden to take a look?

Google Maps Street View of Proposed Cap Replacement Areas



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Jason Lowery, P.G.

Work Cell: 608-228-4737

jason.lowery@wisconsin.gov







From: Lowery, Jason B - DNR <Jason.Lowery@wisconsin.gov>
Sent: Monday, May 08, 2023 10:13 AM
To: Lowery, Jason B - DNR <Jason.Lowery@wisconsin.gov>
Subject: Pics

From: Lowery, Jason B - DNR
Sent: Monday, May 8, 2023 7:31 AM
To: Andy Behnke
Cc: Beggs, Tauren R - DNR; Vondra, Benjamin H - DNR; Meyer, Matthew M - DNR
Subject: RE: Invoice

Thanks Andy. Please send the photos also.

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Jason Lowery, P.G.

Work Cell: 608-228-4737

jason.lowery@wisconsin.gov

From: Andy Behnke <behnkeasphalt@yahoo.com>
Sent: Monday, May 08, 2023 7:06 AM
To: Lowery, Jason B - DNR <Jason.Lowery@wisconsin.gov>
Cc: Beggs, Tauren R - DNR <Tauren.Beggs@wisconsin.gov>; Vondra, Benjamin H - DNR <benjamin.vondra@wisconsin.gov>; Meyer, Matthew M - DNR <matthew.meyer@wisconsin.gov>
Subject: Invoice

**CAUTION: This email originated from outside the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Please see the attached invoice.

Thank you,
Andy

Behnke & Sons Construction, LLC
PO Box 814
Manitowoc, WI 54221-0814
(920)682-7154/(920)973-2444
Fax (920)758-2157

Behnke & Sons Const. LLC
P.O. Box 0814
Manitowoc, WI 54221-0814

Invoice

Date	Invoice #
5/4/2023	855

Bill To
Dept. of Natural Resources 101 S. Webster St. Madison, WI. 53702

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			5/4/2023			

Quantity	Item Code	Description	Price Each	Amount
	Job Complete	2626 Memorial Drive. PO 37000-0000024198	5.985.00	5.985.00

			Total	\$5.985.00
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From: Lowery, Jason B - DNR
Sent: Tuesday, May 2, 2023 2:33 PM
To: Beggs, Tauren R - DNR
Cc: Chronert, Roxanne N - DNR
Subject: Two Rivers

Importance: High

Andy Behnke (920-973-2444) called me and said he is doing the paving tomorrow at Two Rivers. He worked it out with the site owner. Will take pics.

We are committed to service excellence.

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Jason Lowery, P.G.

Federal Programs Coordinator
Remediation & Redevelopment Bureau
Wisconsin Department of Natural Resources
101 S. Webster St., P.O. Box 7921, Madison, WI 53707-7921
Work Cell: 608-228-4737
jason.lowery@wisconsin.gov



dnr.wi.gov



From: Andy Behnke <behnkeasphalt@yahoo.com>
Sent: Monday, May 1, 2023 4:57 PM
To: Lowery, Jason B - DNR
Cc: Beggs, Tauren R - DNR; Vondra, Benjamin H - DNR; Meyer, Matthew M - DNR
Subject: Re: Notice to Proceed: Two Rivers Paving

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I called Dave and left a message and gave him my cell number.

Andy

Behnke & Sons Construction, LLC
PO Box 814
Manitowoc, WI 54221-0814
(920)682-7154/(920)973-2444
Fax (920)758-2157

On Friday, April 28, 2023 at 07:36:23 AM CDT, Lowery, Jason B - DNR <jason.lowery@wisconsin.gov> wrote:

Thank you Andy. Were you able to schedule the paving yet?

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Jason Lowery, P.G.

Work Cell: 608-228-4737

jason.lowery@wisconsin.gov

From: Andy Behnke <behnkeasphalt@yahoo.com>
Sent: Friday, April 28, 2023 6:35 AM

To: Lowery, Jason B - DNR <Jason.Lowery@wisconsin.gov>
Cc: Beggs, Tauren R - DNR <Tauren.Beggs@wisconsin.gov>; Vondra, Benjamin H - DNR <benjamin.vondra@wisconsin.gov>; Meyer, Matthew M - DNR <matthew.meyer@wisconsin.gov>
Subject: Re: Notice to Proceed: Two Rivers Paving

**CAUTION: This email originated from outside the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Attached is a copy of the W9 you requested.

Andy

Behnke & Sons Construction, LLC

PO Box 814

Manitowoc, WI 54221-0814

(920)682-7154/(920)973-2444

Fax (920)758-2157

On Friday, April 14, 2023 at 12:02:52 PM CDT, Lowery, Jason B - DNR <jason.lowery@wisconsin.gov> wrote:

Andy – please see the attached purchase order for paving in Two Rivers. Can you please confirm that the remit address is correct?

As a reminder, I'm also re-sending you the specifications (in the attached email) so you can keep all these requirements in mind. I want to highlight the need to keep Tauren Beggs (copied here) and I

informed re: scheduling and copy us on any significant correspondence. In case we can't be there, please send us photo documentation ASAP (accompanying the invoice at the latest).

The property owner has agreed to access, but you'll have to work out the specific time/date with him. His contact info is:

Dave Hermann

920-242-0468

otw160@gmail.com

Please let me know if you have any questions. We appreciate your willingness to complete this work and look forward to hearing from you. Thanks.

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Jason Lowery, P.G.

Federal Programs Coordinator

Remediation & Redevelopment Bureau
Wisconsin Department of Natural Resources
101 S. Webster St., P.O. Box 7921, Madison, WI 53707-7921

Work Cell: 608-228-4737

jason.lowery@wisconsin.gov



All

You have been invited to submit a bid for asphalt paving at 2626 Memorial Drive in Two Rivers, WI per the specifications below. **Please note I must receive all bids by Friday, 3/24/23 at 4:30 pm.**

- Reason: To prevent the leaching of water through underlying petroleum-contaminated soil and eventually to the water table. The contractor is unlikely to come into contact with the contaminated soil because it is below the gravel base.
 - Address: 2626 Memorial Drive, Two Rivers, WI 54241. This is an abandoned gas station.
 - County Tax Parcel #: 053-211-101-000.01 (see attached parcel map)
 - Bureau of Remediation & Redevelopment Tracking System (BRRTS) Activity Name: Citgo Express; BRRTS ID#: [03-36-174861](#)
 - (Pavement) Cap Replacement Areas: approximately 1,300 sq. ft. (areas outlined in red on attached street view map must be completely paved)
 - Minimum thickness: 2"
 - Gravel base already exists
- Other paving specifications (materials, compaction, etc) must be in accordance with common practices for residential driveways.
- See Proposed Cap Replacement document for aerial and [Google Map Street View](#).
 - DNR anticipates providing approval to the lowest bidder by April 1
 - Work must be completed by June 1, 2023
 - Any excess gravel removed from the paved areas for grading purposes must also be removed from the property
 - Contractor must provide myself and the property owner (contact info to be provided) with at least 72 hours notice (phone or email) before initiating work at the site
 - Bid must be provided as a lump sum amount that includes mobilization, paving and all other associated costs
 - Bid must be received by me by 4:30 on March 24. Bids should be delivered via email to jason.lowery@wisconsin.gov.
 - Bidder must verify that they are in agreement with attached terms & conditions (form 3054) AND supplemental terms & conditions (form 3681).
 - DNR will coordinate access. Access is anticipated but awarding of contract is contingent upon obtaining access.

Please let me know if you have any questions. Thanks.

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Jason Lowery, P.G.
Federal Programs Coordinator

Remediation & Redevelopment Bureau
Wisconsin Department of Natural Resources
101 S. Webster St., P.O. Box 7921, Madison, WI 53707-7921

Work Cell: 608-228-4737
jason.lowery@wisconsin.gov



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State of Wisconsin Purchase Order

Dept of Natural Resources
 NATURAL RESOURCES, DEPT OF
 101 S WEBSTER ST - GEF2
 MADISON WI 53703
 United States

Supplier: 0000146355
 Behnke & Sons Construction LLC
 PO Box 814
 Manitowoc WI 54221-0814
 United States

DNR Reference PRO-303

Dispatch Via Print		
Purchase Order	Date	Revision
37000-0000024198	04-13-2023	
Payment Terms	Freight Terms	Ship Via
Net 30	FOB Dest, Freight Prepaid	COMMON
Buyer	Phone	Currency
Fuller, Travis W		USD

Ship To: 000031RR05
 NATURAL RESOURCES, DEPT OF
 101 S WEBSTER ST
 MADISON WI 53702
 United States

Attention: Jason Lowery

Bill To: 000031RR05
 NATURAL RESOURCES, DEPT OF
 101 S WEBSTER ST
 MADISON WI 53702
 United States

Tax Exempt? Y **Tax Exempt ID:** 396006436 **Replenishment Option:** Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	RR Two Rivers Asphalt Paving at Citgo Express		1.0000	EA	5,985.00000	5,985.00	04/13/2023

Contract ID: 370004-O23-P038-RR1927-01

Schedule Total	<u>5,985.00</u>
Item Total	<u>5,985.00</u>
Total PO Amount	<u>5,985.00</u>

Authorized Signature

STATE OF WISCONSIN STANDARD TERMS AND CONDITIONS

ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats. and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

WORK CENTER CRITERIA: A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped.

INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the

contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

PATENT INFRINGEMENT: The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

PAYMENT TERMS AND INVOICING: The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

PUBLIC RECORDS. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency in order to ensure compliance with s. 19.36(3), Wis. Stats. Effective August 2016, the contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

REFUND OF CREDITS: The contractor agrees to pay the state within 60 days, at the state's request, any credits resulting from the order which the state determines cannot be applied to future invoices.

TAXES: The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

TERMS AND CONDITIONS: The Standard Terms and Conditions (DOA-3054) or the Standard Terms and Conditions for State of Wisconsin Printing (DOA-3604) shall apply to all orders. Copies of these terms and conditions are available upon request from the State Bureau of Procurement.

VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.