



May 6, 2015

James Junemann, Owner  
Bertram-Junemann Well Drilling, Inc.  
7285 County Road S  
Rudolph, WI 54475

Re: Well Construction  
1906 Blackhawk Avenue, Arkdale, WI  
Project: Monroe Center Store, Estate of James Crosse

RECEIVED  
WI DEPT OF NATURAL RESOURCES  
MAY 07 2015  
WI RAPIDS SERVICE CENTER  
WI RAPIDS, WI

Dear Jim:

Enclosed are three copies of the Contract Documents for this property. Please sign and date all three copies of the "Owner Contract Agreement", attach a copy of a current insurance certificate indicating insurance as required by the "Contractor Insurance Specifications", and return all of the documents to me. I will then send them to the Owner's representative for their signature. Once we receive signed copies back from the Owner's Estate, a fully executed copy will be sent to you for your file, and as notification to begin work on the project.

Please contact me with any questions. My direct line is 608-355-8860.

Sincerely,

MSA Professional Services, Inc.

Jayne A. Englebert, P.G.  
Senior Hydrogeologist

Enc. [redacted]  
Cc: Tom Hvizdak, DNR  
Richard Lyster, MSA

**CONTRACT**

THIS AGREEMENT, made this 6th day of May, 2015, by and between the Estate of James Crosse (personal representative Patricia Hennessy), hereinafter called Owner, and Bertram-Junemann Well Drilling, Inc., doing business as (a corporation) located in the Town of Rudolph, County of Wood, and State of Wisconsin, called Contractor.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

Monroe Center Store Private Water System project, hereinafter called the Project, for the sum of:

Seventeen thousand and thirty dollars (Amount in writing), \$ 17,030.00(Amt. in figures)

and do all the extra work in connection therewith, under the terms as stated in the specifications; and at this (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendent, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Bid, specifications and other printed or written explanatory matter thereof, and contract documents therefore as prepared by MSA Professional Services, Baraboo, Wisconsin, herein entitled the Engineer, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date specified in the Bid Proposal and to fully complete the project within 60 calendar days of the Notice to Proceed.

The Owner agrees to issue the Contractor a Promissory Note until funds can be reimbursed by the PECFA program. Once reimbursed, the Owner will pay the contractor funds for the performance of the contract, subject to additions and deductions, as provided in the specifications of the contract, and make payments on account thereof as provided in the specifications. The expected duration between issuance of the promissory note and actual payment maybe as long as four (4) months.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

BERTRAM-JUNEMANN WELL DRILLING

ESTATE OF JAMES CROSSE

By: \_\_\_\_\_  
James Junemann, Owner

By: \_\_\_\_\_  
Patricia Hennessy, Estate Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

7285 County Road S  
Rudolph, WI 54475

Estate of James Crosse  
11037 Eaton Court  
Westchester, IL 60154

**PROMISSORY NOTE**  
(Example Template)

PECFA #: _____	Vendor: _____
Site Name: _____	Invoice No. _____
Site Address: _____	Invoice Date: _____
Work Performed: _____	Invoice Amount: _____
<u>Payer (consultant Name and Address):</u>	<u>Payee (commodity provider) Name and Address:</u>

Principal Amount: \$ \_\_\_\_\_ Initial Rate: 0.00 Date of Note: \_\_\_\_\_

PROMISE TO PAY: (Consultants Company Name) (payer), acting as agent for the above listed site, promises to pay to (subcontractor) (payee), or order, in lawful money of the United States of America, the principal amount of \_\_\_\_\_ (\$ \_\_\_\_\_) payable upon receipt of PECFA (Petroleum Environmental Cleanup Fund Award) payment, regardless of PECFA eligibility.

PAYMENT: Payer will make payment of the full amount of this loan, first by ASSIGNMENT of the PECFA reimbursement to (Consultants Company Name) up to the amount of this loan with one principal payment of \$ \_\_\_\_\_ with Zero interest. If the proceeds from the PECFA reimbursement are insufficient to pay the amount of the note, the payer will be liable to pay the balance within 45 days unless the deficiency is proven to be due to a failure on the part of the payee to meet the requirements of the PECFA reimbursement program under Wis. Stats. §101.143 and Wis. Admin. Code NR 747.

Payer: _____	Payee: _____
By: _____	By: _____
Date: _____	Date: _____



## GENERAL SPECIFICATIONS

### GENERAL CONDITIONS:

The contract documents consist of the proposal, general specifications, detailed specifications, project plans and agreement, each of which constitutes an integral part of the contract.

In general, the work covered by these specifications and contract consists of installing a well pump, water system, erosion control, and all associated surface restoration.

It is intended that these specifications and contract shall cover the completion of the work to which they relate, and any other thing necessary to complete the intended construction shall be furnished by the contractor at no additional cost to the Owner.

### OWNER:

By the term Owner is meant James Crosse.

### ENGINEER:

By the term ENGINEER is meant MSA Professional Services who is engaged by the Owner, or his authorized representative.

### CONTRACTOR:

Whenever the word Contractor is used herein, it shall be held to refer to the party or parties contracting to perform the work to be done under these specifications, or the legal representative of such party or parties.

### LEAD CONTRACTOR:

The Contractor who submits the bid will be designated as the "LEAD CONTRACTOR" and shall have the additional duties and responsibilities of scheduling and coordination of the all the Contractors to complete the Work on the project within the project completion date.

If a dispute arises between the Lead Contractor and any other Sub-Contractor, and any such dispute cannot be resolved by the parties involved, the matter shall be presented to the Engineer, who shall decide the matter and notify the parties of the decision within ten (10) working days.

### SUBCONTRACTOR:

Any individual, firm, partnership or corporation, other than the contractor, supplying labor and materials or labor for work at the site of the project and also including one who furnished material worked to a definite design in accordance with the contract; but does not include one who merely furnished material not so worked.

### WAGE SCALE:

The minimum wages to be paid on the project shall be in accordance with local wage rates.

### INDEPENDENT CONTRACTOR RELATIONSHIP

Contractor acknowledges and agrees that it is an independent contractor of the Owner and that its business is independently owned and operated and that nothing in this agreement shall be interpreted to cause or result in, directly or indirectly, any principal/agent or employer/ employee relationship between contractor, or any of its employees or agents, and the Association. Further, nothing in this agreement shall in any way be construed as an agreement of partnership, general or limited, joint venture, or as an agency

relationship whatsoever between the Owner and the Contractor. Contractor agrees not to represent or advertise in any way that its relationship with the Owner is other than as provided in this agreement.

#### SPECIFICATIONS AND PLANS:

The Contractor will be furnished with one set of specifications and plans. If the Contractor does not understand the specifications and plans, or is in doubt as to their intention concerning any part of the work, he must satisfy himself concerning it by inquiry of the Engineer before bidding, for he will be held rigidly to the Engineer's interpretation of the specifications after the contract is drawn. No deviation from the specifications will be allowed except by written authority of the Engineer. Final application thereto shall be determined on the job as conditions may demand, and subject to the approval of the Engineer.

#### CONTRACTOR'S INSURANCE:

The contractor shall not commence work under this contract until contractor has obtained all the insurance required and such insurance has been approved by the owner. The contractor shall purchase and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors. Coverage shall be at least as broad as:

1. Insurance Services Office commercial general liability ("occurrence" form CG001, ed 11/88).
2. Insurance Services Office form #CA0001(ed.06/92) covering automobile liability, code 1 "any auto."
3. Workers' Compensation Insurance as required by the State of Wisconsin Statutes and Employers' Liability Insurance.
4. Contractor shall maintain no limits less than:
  - a. Commercial general liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
  - b. Automobile liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
  - c. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the State of Wisconsin Statutes and Employer Liability limits of \$100,000/\$300,000.
  - d. Any deductibles or self-insured retentions must be declared to and approved by the owner. At the option of the owner, the insurer shall neither reduce or eliminate such deductibles or self insured retentions as respects James Crosse, its officers, officials, employees, and volunteers; or contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
5. The policies shall contain, or be endorsed to maintain, the following provisions:
  - a. Commercial general liability and automobile liability coverages.

(1) The Association, its officers, employees, and volunteers are to be covered as



insureds as respects liability arising out of activities performed by or on behalf of the contractor including the insured's general supervision of the contractor; products and completed operations of the contractor, premises owned, occupied, or used by the contractor, automobiles owned, leased, hired, or borrowed by the contractor. The coverage shall contain no special limitations on the scope or protection afforded to the Association its officers, officials, employees, or volunteers.

- (2) The contractor's insurance coverage shall be primary insurance as respects the Association, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Association, its officers, officials, employees, or volunteers shall be excess of the contractors insurance and shall not contribute to Fit.
- (3) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Association, its officers, officials, employees, or volunteers.
- (4) The contractors insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) The contractors insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (6) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the Association.
- (7) Contractor shall furnish the Association with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insured to bind coverage on its behalf. The certificates and endorsements are to be on forms provided or approved by the Association; for Workers' Compensation-related risks, only forms approved by the Insurance Commissioner are to be used. All certificates and endorsements are to be received and approved by the Association before work commences. The Association reserves the right to require complete, certified copies of all required insurance policies at any time.
- (8) Contractor shall include all sub-contractors as insureds under its policy or shall furnish separate certificates and endorsements for each sub-contract. All coverages for sub-contractors shall be subject to all the requirements stated herein.

INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold harmless the Owner, the Owner's attorney, the



adjacent Property Owner on whose lands the work will be completed, the Engineer and the Town of Monroe (Indemnities) from and against any and all claims, demands, payments, suits, actions, recoveries, judgments, damages, losses, and expenses, including reasonable attorneys fees, of every kind and description, for personal or bodily injury or death and/or property damages brought, asserted, made, or recovered by any person(s) against said indemnities by reason of or arising out of any intentional, willful, or negligent act or omission of contractor, or that of a sub-contractor, or that of anyone employed by a contractor or a sub-contractor, or any of their officers, employees, or agents, while engaged in or arising out of the performance of any work or services covered by this contract.

#### MATERIAL AND LABOR:

The Contractor is to furnish, at his own cost and expense, all transportation, labor, material, apparatus, equipment and utensils needed for performing the work in the best possible and most expeditious manner according to the plans and specifications. He shall employ only competent foremen and experienced laborers, and shall discharge immediately whenever required by the Owner, any man considered by the Owner as incompetent or disposed to be disorderly and shall not again employ such person on the work.

#### SUPERVISION:

The Contractor shall keep on his work during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Engineer and the Owner. The superintendent shall represent the contractor and all directions given him shall be binding as if given to the contractor.

#### PERMITS, CODES AND ORDINANCES:

The laws and the location of the building site govern the construction under any contract. All building codes of the State of Wisconsin and local laws or ordinances are hereby made a part of this contract. The Contractor will be responsible for all permit and disposal fees other than those levied by the Owner and the Town of Monroe.

Work shall be completed by a person properly licensed to engage in or work at plumbing in the State of Wisconsin per s.145.06, stats. All work shall be completed in accordance with Wisconsin Statutes in compliance with all code requirements NR 812 and SPS 382.

#### INSPECTION/OBSERVATION:

The material furnished and the work done may be inspected by the Owner or Engineer, and if not in accordance with these specifications, they will be rejected and shall be immediately removed and other material furnished and work done in accordance herewith. If the contractor refuses or neglects to remove the work or material as above, when ordered, then the Owner shall have the right and the authority to stop the contractor and his work at once and to supply men and materials at the cost and expense of the contractor, such expense to be deducted from any money due or to become due to the contractor from the Owner. The Owner shall have the right to reject at any time previous to the final settlement with the contractor, any work or material which may be found faulty.

#### TIME OF THE ESSENCE:

The successful bidder must sign the contract for the work to be done by him, and must begin work on or before the date set forth in the proposal. He shall proceed with the work, prosecuting it with due diligence, from the date of beginning of the work to its final completion, which completion shall not be later than the date set forth in the contract.

#### INSTRUCTIONS:

The contractor shall follow strictly and without delay all instructions and orders given by the Owner or Engineer in the performance of this work. In the event of the contractor's absence, the foreman or



superintendent shall be responsible.

#### RESPONSIBILITY:

The contractor will have charge of and be responsible for the entire work embraced in this contract until completed and accepted by the Owner, and until the contractor is formally released from his obligations. He is required not to sublet his contract without the written permission of the Owner, and upon the written recommendation of the Engineer, and must keep it under his control until completed and accepted. This action is not to be construed to prevent the Owner from entering upon the use of the whole or any time previous to its final acceptance and such use is not to be taken as an acceptance by the Owner of the whole or any part of the work performed under this contract.

#### COOPERATION AND CO-RELATION OF WORK:

The Owner will vacate the area in which work is to be done as far as possible. The contractor shall plan their work to cooperate with the Engineer and Owner to facilitate completion of the work without unnecessary delay and they shall give necessary instructions, information, etc., to the superintendent. The contractor shall see that materials are delivered as needed, and shall employ sufficient number of men at all times to carry on work in such a manner to avoid unnecessary delays to others.

#### CHANGE IN AMOUNT OF WORK, CHANGE ORDERS, EXTRA WORK:

The owner reserves the right to increase or decrease the amount of work, or any part thereof, to the amount found necessary, or which will be found for the betterment of the work, either in whole or in part, provided the same shall not change the general character of the work. The contract will be adjusted according to the increase or decrease first by unit price items, second by supplemental unit price items, and third by change orders. Change Order procedure shall be as follows: Orders will be issued by the Engineer and duly signed by the Owner and Contractor. Orders shall tabulate all changes, and show additions or deductions to original contract price. Changes made without authorization by Change Orders will not be recognized as amending the contract. No extra work will be paid for or allowed unless the same was done by written order of the Owner. All claims for extra work must be made to the Owner in writing before the payment of the next succeeding estimate after the extra work shall have been done, and failing to do this, the Contractor shall be considered as having abandoned his claim.

#### DISAGREEMENTS:

Should any disagreements or differences arise as to the true meaning of the plans and specifications at any point, the decision of the Engineer shall be final, conclusive, and binding to all parties to the contract.

#### DELAYS:

No charge made by the contractor for any delays or hindrances from any cause during the progress of any portion of the work will be allowed. If the delay is caused by an act or neglect of the Owner, then the contractor will be entitled to an extension of the time allowed for the completion of the work, sufficient as compensation for the delay, this to be determined by the Owner, provided the contractor will give immediate notice in writing.

#### CLAIMS:

Before final settlement will be made, the contractor must furnish the Owner with satisfactory evidence that all persons who have been employed upon this work, or who have furnished material for the work under this contract, and who have been entitled to a lien, have been fully settled with and are no longer entitled to a lien. In case such evidence is not furnished, then the Owner may retain all money due to the contractor and in possession of the Owner in such an amount as may be deemed necessary to meet all lawful claims due to the above mentioned parties until such claims are fully discharged and evidence thereof



furnished to the Owner.

CLEANING UP:

Before the work shall be considered complete, all rubbish and unused material due to or connected with the construction must be removed and the premises left in a condition satisfactory to the Owner.

DAMAGES:

The contractor will be required by the Owner to preserve the Owner harmless from all claims or damages from any and all causes whatever in connection with his work, or the Owner thereof, during the construction and until the same has accepted any part.

ABANDONMENT:

If the contractor shall abandon his work under the contract, or if at any time the Owner shall be of the opinion that the work or any part thereof is unnecessarily delayed, or that the contractor is willfully violating any of the conditions of this contract, or executing the same in bad faith, then at the option of the Owner, the contract may be declared null and void, the security may be forfeited and the materials delivered into the work shall be the property of the Owner. The Owner may then, at its option, proceed to complete the work either by days work or by contract, and any and all damages and increases in costs of the work to the Owner will be deducted from the funds retained by the Owner and from any sum realized from the value of the material reverting to the Owner.

WEATHER:

Contractor should anticipate working in freezing temperatures. During all unsuitable weather all work must stop when such work will be liable to be injured, and it must be suitably protected from such possible injury.

ACCEPTANCE:

The Owner will make a formal inspection of the work within thirty (30) days after the completion of the work. At this time, should any defects or imperfections appear in the whole or any part of the work, which are caused by or are due to any fault or negligence of the contractor, the same shall be corrected before the work shall be accepted, otherwise the work will be accepted at this time.

LOCATION OF UNDERGROUND UTILITIES, STRUCTURES, ETC.:

The responsibility shall rest with the individual contractor or subcontractor to acquaint himself with location of underground services, utilities, structures, etc., which may be encountered or affected by his work. The Owner and Engineer shall not be held responsible, or liable for damages, repairs, etc. The cost of any repairs or replacement is to be paid by the contractor or subcontractor responsible.

LIEN LAW:

All provisions of the Wisconsin Statutes pertaining to liens shall be binding upon the contractor.

WATCHMEN:

The contractor will be held responsible for loss or injury to persons or property where his work is involved and he shall provide watchmen as required and take all precautionary measures he may deem necessary to protect his own interests. The Owner WILL NOT provide watchmen.

DEDUCTION FOR UNCORRECTED WORK:

If the Engineer and Owner deem it expedient to accept work injured or not done in accordance with the contract, an equitable adjustment will be made with a proper deduction from the contract price for



unsatisfactory work.

PAYMENT TO CONTRACTOR:

Not later than ten days after a pay application is submitted, the Owner shall issue a progress promissory note to the contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under the contract. To insure proper performance of the contract, the Owner shall retain five percent (5%) of the amount of each estimate until final completion and acceptance of all work covered by the contract. In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.

The contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materials, men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have to be paid, discharged, or waived. If the contractor fails to do so, then the Owner may, after having served written notice on the said contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the contractor or his surety.

In paying any unpaid bills of the contractor, the Owner shall be deemed the agent of the contractor, and any payment so made by the Owner, shall be considered as a payment made under the contract by the Owner to the contractor, and the Owner shall not be liable to the contractor for any such payment made in good faith.

FINAL PAYMENT:

The final payment shall come due after the completion of the contract and acceptance by the Owner. Before the final payment is made, the contractor shall show proof to the Owner that there are no outstanding bills or liens against him for work on the project covered by these specifications.

The final payment shall not relieve the contractor of any responsibility for negligence or faulty materials or workmanship within the extent and period provided by law. The contractor hereby agrees to remedy and make good in the manner and time directed by the Engineer any defective workmanship or materials appearing within one year from the time of acceptance of the work by the Owner, providing such defects are not clearly due to the abuse or misuse by the Owner, or other occupants of the project after their occupancy.

SAFETY MEASURES AND ACCIDENT PREVENTION:

Precaution shall be exercised at all times for protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not contravention of the applicable law of the Department of Industry, Labor and Human Relations.

GENERAL GUARANTEE:



Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The contractor shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance of work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

EQUAL EMPLOYMENT OPPORTUNITY:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or nation origin. Such action 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.