



OFFICIAL NOTICE OF AGENDA ADDENDUM

Notice is hereby given that a public meeting will be held on the date, time and location shown below. Upon attaining a quorum of members, all items listed on the posted agenda and addendum items shown below may be considered (discussed and/or acted upon).

Regular / Special Meeting: Village Board

Date and Time: Monday, January 23, 2023 at 7:00 pm

Location: Deerfield Fire Station, 305 N Industrial Park Rd, Deerfield, WI

Members: Greg Frutiger, Scott Tebon, Arnold Evensen, Michael Gullickson, Tessa Dunnington, Tracy Curtis, Kerri Hewitt
(Number of Members needed to meet quorum requirements: 4)

8. Non-Consent Agenda

- h. Recommendation on Change Order PCO #11 associated with the new Village Hall

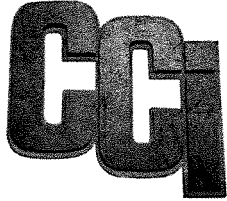
Todd Willis

Administrator/Treasurer

Notice Posted: January 23, 2022 at 1 pm

ANY PERSON WHO HAS A QUALIFYING DISABILITY AS DEFINED BY THE AMERICANS WITH DISABILITY ACT THAT REQUIRES THE MEETING OR MATERIALS TO BE IN AN ACCESSIBLE LOCATION OR FORMAT, MAY CONTACT THE VILLAGE CLERK AT (608) 764-5404 OR 4 N. MAIN ST, FOR ACCOMMODATIONS. REQUESTS FOR ACCOMMODATIONS FOR MEETINGS SHOULD BE MADE AT LEAST THREE (3) BUSINESS DAYS IN ADVANCE OF THE MEETING. EVERY EFFORT WILL BE MADE TO ARRANGE ACCOMMODATIONS FOR ALL MEETINGS.

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 stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to in this notice.



Corporate Contractors, Inc.

PENDING CHANGE ORDER

Corporate Contractors, Inc.
22515- - Deerfield Village Hall
Maintenance and Landscaping

Page 1

DATE: 1/13/2023

PCO#: 11

To: Jim Gersich
Deerfield Village Hall
x
Deerfield, WI 53531

Phone: x

Email: jgersich@dimensionivmadison.com

From: Pete Woodkey
Corporate Contractors, Inc.
3800 Milwaukee Rd, Suite 200
Beloit, WI 53511

Phone: 608-312-3951

Email: pete.woodkey@cciwi.com

Below is the detail for our proposal to complete the following changes in contract work:

PCO Item	Status	Change (in Days)	Quantity	UM	Unit Price	Amount
1 : Maintenance	Begining		0.000	LS	0.00000	6088.86
Maintenance and add hardwood mulch, decorative borders, tree and plant installation						
2 : Superintendent	Begining		0.000	LS	0.00000	1048.60
10 hours of superintendent time						
3 : Landscaping	Begining		0.000	LS	0.00000	9786.26
Add Alternate Hardwood Mulch, Decorative Boulders						

1 Each Norway Spruce-7' - Sub for Balsam Fir 8'
HT Badger State Maintenance recommends subbing due to availability

8 Each Catmint-Blue Walkers low - #1 - Sub for
Montrose White lesser Calamint
BSM Nursery Stock Badger State Maintenance recommends subbing due to availability

13 Each Ornamental Grass Blue Fescue - 8-10in H
- Sub for Little Bunny Fountain Grass
Powdery blue, spiky foliage that keeps its
color all year round Badger State Maintenance recommends subbing due to availability

Change Order Amount Requested: \$16923.72

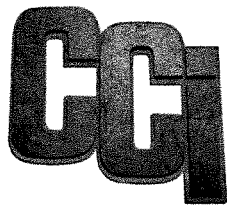
Change Order Reservation of Rights

Notwithstanding anything to the contrary in this Change Order, this change order only includes direct costs and does not waive claims for any delays, inefficiencies, disruption or suspension, extended overhead, acceleration, and the cumulative impact of this and other change orders issued to this date. No additional time beyond that authorized in this change order is sought as of this date based upon what is foreseeable now, but we are not waiving claims for additional time should circumstances change for reasons beyond our control.

Submitted By: _____

Approved ☐

Denied ☐



Corporate Contractors, Inc.

PENDING CHANGE ORDER

Corporate Contractors, Inc.
22515- - Deerfield Village Hall
Maintenance and Landscaping

Page 2

DATE: 1/13/2023

PCO#: 11

Pete Woodkey

Date

Jim Gersich
Deerfield Village Hall

Date



PLO

7%

CORPORATE CONTRACTORS INC
3800 GATEWAY BLVD
BELOIT, WI 53511

Sales: Kenny Kluge
Deerfield Village Hall Landscape Design & Install
23 West Nelson Street Deerfield, Wisconsin 53531

Est ID: EST3613057
Date: Jan-04-2023

Email: stenson.elamin@cciwi.com
Phone: 6084497805

Lawn Install Hydroseeding **\$3,118.42**

Finish Grade Soils & remove any rocks or debris. Hydroseed with Premium Grade Contractor Blend grass seed at 4lbs per 1,000 square feet. Includes starter fertilizer, tacking agent and hydro-mulch.

Tree protection called out on drawings is not provided by BSM and to be provided by others as no cost to BSM. Top Soil per plan by others at no cost to BSM. Only planting bed mixed soil by BSM provided.

Lawn Install Sod **\$2,691.26**

Finish Grade Soils & remove any rocks or debris. Install sod where designated per plan . Includes starter fertilizer.

Planting Bed Installation **\$9,600.13**

Includes planting bed soil, fabric, rock and edging only. Add alternate below for additional material requested for separate pricing.

Add Alternate (Hardwood Mulch, Decorative Boulders, Tree per CB05, and Plant Installation **\$9,146.04**

Includes Labor to install and provide decorative boulders, plant installation and Hardwood Mulch, Tree per CB05

Maintenance **\$11,381.04**

MAINTENANCE - 5690.52
14,836.56

Badger State Maintenance
1126 Gateway Drive
Milton, Wisconsin
53563

P.608-580-1500

www.badgerstatemaintenance.com
office@badgerstatemaintenance.com

Provide Maintenance per specification line 17.

Subtotal		\$35,936.89
Taxes		\$0.00
Estimate Total		\$35,936.89

Contract Payment Summary

PO #	Contract #	
Invoice 1	Milestone 1	\$17,968.45
	Invoice Total	\$17,968.45
Invoice 2	Milestone 2	\$17,968.45
	Invoice Total	\$17,968.45

Payment amounts do not include tax. Tax will be calculated at the time of invoicing.

General Terms and Conditions

All prices reflect services and descriptions in their entirety mentioned in this contract. As the project progresses and both parties find other areas of attention needed – All separate work not listed in contract will be at an additional charge requiring approval by both parties. The contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. Contractor reserves the right to renegotiate the contract when price or scope of work is affected by changes to any local, state, or federal law, regulation or ordinance that goes into effect after the agreement is signed.

****Due to current market conditions, this contract is valid for 15 days from delivery. After 15 days, pricing may be adjusted to compensate for current pricing.**

Workforce: Contractor shall designate a qualified representative/foreman with experience in the services being provided. The workforce is to be personally presentable at all times. All employees shall be competent, uniformed and qualified.

Materials: All materials shall conform to bid specifications.

Licenses and Permits: Contractor to maintain a Landscape Contractor's license, if so required by State or local law, and will comply with all other license and permit requirements of the city, state and federal governments, as well as all other requirements of law.

Taxes: Assumed Owner is tax exempt. If not, taxes will be added and applicable.

Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law. Certificates can be sent per request.

Liability: It is understood and agreed that the Contractor is not liable for any damage of any kind whatsoever that is not caused by the negligence of the Contractor, it's agents or employees. All areas/services covered under this agreement will be

completed using the utmost care and attention to detail, however, KCL will not be held liable for any injury / death caused by conditions to any persons that are not BSM personnel.

Subcontracts: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment. In most instances, client will be notified when subcontractor is required.

H. Invoicing: Contractor will submit invoice upon completion. Any services rendered, that are in addition to or beyond the scope of work required by this agreement shall be separately billed.

Procedure for Extra Work and Changes

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, software, reports or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary. Extras to the Contract are payable by the Owner forthwith upon receipt of the Company's invoice.

Change Notice: Any Contract change in scope in excess of one thousand dollars (\$1,000.00) requires a Contract Change Notice under which Work is to proceed. Work will not commence under a Contract Change Notice (CNN) unless with written Owner approval.

For Changes in scope of less than one thousand dollars (\$1,000.00), the Contractor will provide the Customer notification by way of its Progress Report. In either instance, such notification shall be plain and clear in terms of scope and reason. Any record, telephone conversation or meeting in which such change in scope was introduced, shall be attached as supporting documentation.

Payment Terms and Conditions

Upon the acceptance of the work, payment of the unpaid balance Contract Price when due together with such Value Added Taxes as may be applicable to such payment.

Should the Client fail to make payments as they become due under the terms of the Contract or in the event of any claim, interest at twelve percent (12%) per annum above the prime rate on such unpaid amounts shall also become due and payable until payment.

The act of non-payment creates a lien in favor of the Contractor Inc. in any and all equipment and property of the Client in the possession of the Contractor Inc. as well as in the Work in progress as at the date of termination. the Contractor Inc. shall be at liberty to retain possession of the same pending payment in full.

Notwithstanding anything contained herein to the contrary, the completion date of the Work shall be deemed to be extended by that number of days equal to any delay in payment to the Contractor Inc.

Any items not described by this contractor that go beyond the scoped described will be completed by an agreed price. These items will be completed with a change order approved by owner/client/general contractor.

If digging is required, Diggers Hotline will be contacted by our office prior to our arrival. We cannot begin digging until all notified utility owner members have provided a positive response to ticket. If lines are not marked, projects may be delayed. Badger State Maintenance (BSM) is not responsible for unmarked/private owned lines that are damaged due to digging. These may include but are not limited to; invisible fencing, sprinkler systems, well and septic systems and their power or electric service, water and sewer pipes from the meter to your home, etc. If you have private underground lines and want them located, you should contact a private locating company prior to our service.

All concrete and asphalt removal includes the removal of these items only 4 inches thick, if concrete or asphalt is greater than four inches additional removal and disposal costs may apply. The cutting of concrete, pavers, stone and other items produce dust. BSM will take every measure possible to complete the job in a clean manner but will not be held liable for any cleaning charges that may occur due to performing these tasks. BSM will take every measure possible not to crack, break or

damage any asphalt and concrete. BSM will not be held responsible for any asphalt or concrete damage by machines or trucks unless the aforementioned damages are directly credited to the negligence of BSM team. If damage occurs in this manner, we will document with photos and repair as needed. If you do not want our teams to have access to driveway, you are required to inform our office in advance.

By signing contract buyer gives permission to contractor to use any pictures that may be taken of completed project for advertising or any other purpose the contractor may deem appropriate.

BSM shall not be liable for damages by reason of any delay in commencement or completion of work due to causes beyond its control and without its fault or negligence including, but not limited to, acts of God or of the public enemy, acts of the government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather or delays of a subcontractor due to such causes.

Warranty Information

Sod Installations: Sod is NOT covered under warranty. Sod is guaranteed fresh upon arrival. Sod must be watered daily for a minimum of two weeks then as needed for best results. Additionally, sod MUST be watered same day as install and hose/water must be accessible for our team upon install. The hot summer sun will dry and kill unrolled sod quickly if not provided water. It is best to set up a sprinkler and commence watering as soon after install. Please inquire for further tips/information. If you wish to have BSM do the initial watering, please notify BSM office for that service to be applied.

Seed Application: Seed is NOT guaranteed as area covered must be watered daily for at least two weeks then as needed during growth process. Inquire within regarding watering tips.

Plants: Transplanted plants are not warranted by BSM. Newly installed Plants purchased/delivered by BSM will be warranted for one (1) year against diseases, funguses or improper Installation - one (1) replacement labor not included. BSM does not guarantee planted materials against the following; neglect, over watering, under watering, abuse, vandalism, acts of God or nature, vehicular or pedestrian traffic, or work done by others.

Hardscaping: All hardscaping work (pavers, retaining walls, stone installations etc.) are backed by a two year warranty of installation by BSM and Hardscape materials, such as but not limited to; retaining wall blocks, brick and pavers are guaranteed to be installed properly and are of good quality when installed (concrete not included – see below). Product warranty not offered for natural products such as timbers or natural stone (flagstone, boulders, travertine, etc.) as these are natural materials. Labor warranty for projects using natural stone or landscape timbers remains at 2 years. Due to the unknown quality of work done by others, any additional work done by others in the vicinity of any hardscape installed by BSM shall void the guarantee of the hardscape materials installed. BSM does not guarantee the hardscape materials or hardscape installation against the following: drainage issues, water discoloration or disfigurement, erosion/settlement caused by drainage issues, abuse, surface damage, vandalism, acts of God or nature, non-authorized vehicular or pedestrian traffic, or work done by others that affects our install. No refunds will be provided under the warranty. This warranty does not cover any defects in material or equipment incorporated into the hardscape project which are only covered by the manufacturer or supplier written warranties, if any. The hardscape warranty is not applicable in the event of misuse of the product, damages caused by an Act of God or in the event of circumstances beyond the control of BSM. The warranty will only be honored to those accounts which have been paid in full per contract. This hardscape warranty is transferable by the homeowner upon written notice of transfer delivered to BSM for the remainder of the unused warranty period. Please inquire for warranty details.

No warranty on hardscape repairs if BSM did not install base foundation.

Efflorescence: A natural whitish powder-like deposit that sometimes appears on concrete products, such as pavers. This in no way affects the structural integrity of the paving stones or wall stones and will wash and wear off over time. The use of concrete setting beds may also increase the possible occurrence of efflorescence. Because this is a natural occurrence, BSM accepts no responsibility or liability for this condition. Our installed products are made from natural, environmentally-friendly material, and therefore, variations in color may occur.

NOTE: Deicing chemicals - If needed, we recommend only sodium chloride (NaCl or ICEMELT) on pavers. Do not use regular "rock salt" or chance of damaging pavers increases

Drainage systems: Drainage work is not covered under warranty. Installation of drain system or other work intended to alleviate drainage problems is subject to inherent uncertainty due to unknown soil and water conditions.. Mechanical devices installed are not covered under this guarantee as all mechanical devices used in drainage work will eventually fail, no exceptions. Drainage work is guaranteed to increase the drainage from a specific area, but not to eliminate all potential water issues. Our guarantee covers that the drainage system is installed correctly for the purpose that it was intended, and that the materials are of sufficient quality.

Client Responsibility

Utilities: All utilities shall be provided by the Owner/Client. BSM is not responsible for unmarked/private owned lines that are damaged due to digging. These may include but are not limited to, invisible fencing, sprinkler systems, well and septic systems and their power or electric service, water and sewer pipes from the meter to your home, etc. If you have private underground lines and want them located, you should contact a private locating company prior to our service.

Access to Jobsite: Owner/Client shall furnish access to all parts of jobsite where contractor is to perform work as required by this agreement or other functions related thereto, during normal business hours and other reasonable periods of time, and in the case of after-hours emergencies.

Payment: In addition to signed agreement, projects totaling more than \$800.00 in cost may require a 1/4 deposit to schedule the work. In some instances, 2/4 of payment will be required at start of job. Owner/Client shall review final invoices submitted by Contractor and payment shall be due upon receipt. After twenty (20) days of non-payment, 1.5% could be added weekly to invoice for late fees. Contractor may cancel initial agreement by giving seven (7) days written notice for nonpayment, after the payment is delinquent.

Notice of Defect: The Client has a responsibility to inspect the property within 24 hours after BSM has completed any services. If the Client is dissatisfied with any work performed, immediately contact BSM within those 24 hours. If BSM is not made aware of the dissatisfaction or errors within 24 hours of completion, under this agreement all work performed shall be considered satisfactory. Owner/Client to give at least fourteen(14) days, depending on urgency of repair. Contractor will not accept any deduction or offset unless such written notice is given.

Cancellation Policy

Agreements may be terminated by either party with or without cause, upon thirty (30) days written notice to the other party. Either party shall be entitled to cure any deficiencies of performance or payment within seven (7) days of being notified of deficiency(s). If the Owner/Client makes payment in full within seven (7) days of receipt of the written notice, the grounds for termination shall be deemed cured. If Contractor corrects the deficiency identified in the written notice within seven (7) days of receipt of the notice, or if the deficiency is of such a nature that it cannot reasonably be corrected within seven (7) days and the Contractor commences a good faith effort to correct the deficiency within seven (7) days of receipt of notice, the grounds for the termination shall be deemed cured. In the event this contract is terminated early by either party, the Contractor shall be entitled to recover his unrecovered costs incurred through the date of termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges paid by the Client through the date of termination. This is because substantial portions of the work for the project, may be performed including potentially significant mobilization costs in start-up and the cost of the work will not be fully recovered by the Contractor until all payments under the contract have been received.

Contractor: _____
Kenny Kluge

Client: _____

Signature Date: _____
01/09/2023

Signature Date: _____

Email: kenny@badgerstatemaintenance.com



CORPORATE CONTRACTORS INC
3800 GATEWAY BLVD
BELOIT, WI 53511

Deerfield Village Hall Landscape Design & Install
 23 West Nelson Street Deerfield, Wisconsin 53531

Est ID: EST3613057

Date: Jan-04-2023

Add Alternate (Hardwood Mulch, Decorative Boulders, Tree per CB05, and Plant Installation \$9,146.04

Includes Labor to install and provide decorative boulders, plant installation and Hardwood Mulch, Tree per CB05

6 Each	Dense Yew-18"w	
8 Each	Hetz Midget Arborvitae-18" - Sub for Mr. Bowling Ball Arborvitae	
9 Each	Karl Foerster Native Grass - #1	BSM Nursery Stock
9 Each	Shannindoah Switch Grass - 1 gal	
6 1	Prairie Dropseed - Each	
13 Each	Ornamental Grass Blue Fescue - 8-10in H Powdery blue, spiky foliage that keeps its color all year round	Sub due to availability BSM recommended substitute
27	Aronia - #3	Low Mound
3 Each	Arctic Fire(R) Dogwood-#3	
9	NIkko Slender Deutzia - 15"	
3 Each	Bobo(R) Hydrangea #3	
12 Each	Gemo St Johnswort-#5	
2 Each	Jim Dandy Dwarf Winterberry #3- Sub for #5	
9 Each	Red Sprite Dwarf Winterberry #3	
6 Each	Little Princess Spirea-#3	

3 Each	Magic Carpet Spirea #3- Sub for Spot On Spirea	
8 Each	Catmint-Blue Walkers low - #1 - Sub for BSM Nursery Stock	Sub due to availability
	Montrose White lesser Calamint	Near identical. Color difference.
10	Stella D' Oro Daylily - #1 - Happy Returns	
9 Each	Daylily Heron - 32in H - Rosy Returns	Light Pink. Mid/Late Bloom time
6 Yard	Doubled Ground Hardwood	Bulk Mulch
2 Each	Aluminum Edging- Black - 16'	
3 Ton	Character Boulders - Various Sizes 1-4'	Chilton Character Boulder. Chunky Odd Shapes. Typically 3-5 Pieces Per Pallet
1 Each	Norway Spruce-7' - Sub for Balsam Fir 8' HT	Sub due to availability Near identical.

General Terms and Conditions

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Taxes: Assumed Owner is tax exempt. If not, taxes will be added and applicable.

Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law. Certificates can be sent per request.

Liability: It is understood and agreed that the Contractor is not liable for any damage of any kind whatsoever that is not caused by the negligence of the Contractor, it's agents or employees. All areas/services covered under this agreement will be completed using the utmost care and attention to detail, however, KCL will not be held liable for any injury / death caused by conditions to any persons that are not BSM personnel.

Subcontracts: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment. In most instances, client will be notified when subcontractor is required.
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Warranty Information

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Client Responsibility

Utilities: All utilities shall be provided by the Owner/Client. BSM is not responsible for unmarked/private owned lines that are damaged due to digging. These may include but are not limited to, invisible fencing, sprinkler systems, well and septic systems and their power or electric service, water and sewer pipes from the meter to your home, etc. If you have private underground lines and want them located, you should contact a private locating company prior to our service.

Access to Jobsite: Owner/Client shall furnish access to all parts of jobsite where contractor is to perform work as required by this agreement or other functions related thereto, during normal business hours and other reasonable periods of time, and in the case of after-hours emergencies.

Payment: In addition to signed agreement, projects totaling more than \$800.00 in cost may require a 1/4 deposit to schedule the work. In some instances, 2/4 of payment will be required at start of job. Owner/Client shall review final invoices submitted by Contractor and payment shall be due upon receipt. After twenty (20) days of non-payment, 1.5% could be added weekly to invoice for late fees. Contractor may cancel initial agreement by giving seven (7) days written notice for nonpayment, after the payment is delinquent.

Notice of Defect: The Client has a responsibility to inspect the property within 24 hours after BSM has completed any services. If the Client is dissatisfied with any work performed, immediately contact BSM within those 24 hours. If BSM is not made aware of the dissatisfaction or errors within 24 hours of completion, under this agreement all work performed shall be considered satisfactory. Owner/Client to give at least fourteen(14) days, depending on urgency of repair. Contractor will not accept any deduction or offset unless such written notice is given.

Cancellation Policy

Agreements may be terminated by either party with or without cause, upon thirty (30) days written notice to the other party. Either party shall be entitled to cure any deficiencies of performance or payment within seven (7) days of being notified of deficiency(s). If the Owner/Client makes payment in full within seven (7) days of receipt of the written notice, the grounds for termination shall be deemed cured. If Contractor corrects the deficiency identified in the written notice within seven (7) days of receipt of the notice, or if the deficiency is of such a nature that it cannot reasonably be corrected within seven (7) days and the Contractor commences a good faith effort to correct the deficiency within seven (7) days of receipt of notice, the grounds for the termination shall be deemed cured. In the event this contract is terminated early by either party, the Contractor shall be entitled to recover his unrecovered costs incurred through the date of termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges paid by the Client through the date of termination. This is because substantial portions of the work for the project, may be performed including potentially significant mobilization costs in start-up and the cost of the work will not be fully recovered by the Contractor until all payments under the contract have been received.

Contractor: _____
Kenny Kluge

Client: _____

Signature Date: _____
01/12/2023

Signature Date: _____

Email: kenny@badgerstatemaintenance.com