



NORTHEAST ASPHALT, INC.
A WALBEC GROUP COMPANY

FILE COPY

FEB 24 2020

Revised Claim Submittal as compiled by
NER (MJT). Original submittal was
2/21/2020. Revised submittal sheets
are marked as such with subsequent
original sheets crossed off.

February 21, 2020

Attn: Matthew Spindler
REI Engineering
4080 N 20th Avenue
Wausau, WI 54401

Re: CTH G (CTH E – Spur Rd) Marinette County #9029-02-71

Dear Matthew:

The undersigned is duly authorized to certify this claim on behalf of Northeast Asphalt, Inc. Northeast Asphalt, Inc. certifies that this claim is made in good faith, that the supporting data is accurate and complete to the best of Relyco Inc.'s and Northeast Asphalt, Inc.'s knowledge and belief, and that the amount requested accurately reflects the contract adjustment for which Northeast Asphalt, Inc. and Relyco, Inc. believes that the department is liable.

Northeast Asphalt, Inc.

By: 
Jon Leach, Agent

Date of Execution: 02/21/20

An Equal Opportunity Employer • www.neasphalt.com

Corporate Office - Appleton	W6380 Design Drive	Greenville, WI 54942	920.757.2900 ph	920.757.2906 fax
Fond du Lac Office	20 Camelot Drive	Fond du Lac, WI 54935	920.921.5577 ph	920.921.7330 fax
Green Bay Office	1524 Atkinson Drive	Green Bay, WI 54303	920.494.0543 ph	920.494.0745 fax

CONTRACT MODIFICATION

Northeast Asphalt, Inc.
 1524 Atkinson Drive ~ Green Bay, WI 54303
 PH: 920-498-6727 ~ FX: 920-494-0745

Revised Submittal Sheet - See
 next page for original submittal
 sheet.

PROJECT NAME: CTH G CTH E-SPUR RD

PROJECT ID#: 9029-02-71

PROJECT MANAGER/FOREMAN: Jake Stadler

JOB #: 615317

PROJECT ENGINEER/CONSULTANT OR CUSTOMER: Mathew Spindler

The project representative listed above requests to make the following changes as stated below for compensation on the listed project in lieu of a change order:

Claim (SPV.009.01) Revised without Bedrock Costs

Installation and Removal of Diversion Channel **\$39,704.83**

Installation and Removal of the Sheeting **\$41,812.73**

This Modification becomes part of and is in conformance with the original contract.

ACCEPTED -The above prices and specifications of this Modification are satisfactory and are hereby accepted. All work, which is the subject of this Modification, is to be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated.

NORTHEAST ASPHALT, INC.
 Company Name

Brian Henken - Agent

Date of Acceptance

Mathew Spindler
 Project Engineer/Consultant or Customer

Signature of Authorized Agent

Date of Acceptance

CONTRACT MODIFICATION

Northeast Asphalt, Inc.
1524 Atkinson Drive ~ Green Bay, WI 54303
PH: 920-498-6727 ~ FX: 920-494-0745

Original Submittal Sheet - See
previous page for Revised
Submittal Sheet

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PROJECT ID#: 9029-02-71

PROJECT MANAGER/FOREMAN: Jake Stadler

JOB #: 615317

PROJECT ENGINEER/CONSULTANT OR CUSTOMER: Matthew Spindler

The project representative listed above requests to make the following changes as stated below for compensation on the listed project in lieu of a change order:

Claim (SPV.009.01)

Installation and Removal of Diversion Channel \$39,704.83

Installation and Removal of the Sheeting \$55,899.11

This Modification becomes part of and is in conformance with the original contract.

ACCEPTED -The above prices and specifications of this Modification are satisfactory and are hereby accepted. All work, which is the subject of this Modification, is to be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated.

NORTHEAST ASPHALT, INC.
Company Name

Jon Leach Agent

02/21/20
Date of Acceptance

MATTHEW SPINDLER
Project Engineer/Consultant or Customer

Signature of Authorized Agent

Date of Acceptance

Relyco, Inc

Claim 01/29/2020

WisDOT Project 9029-02-71

Installation of

SPV.009.01 Pipe

Reinforced Concrete

Culvert at Sta 167+62

Class III 72-In x 115 In



P.O. Box 5246 • De Pere, WI 54115-5246
Phone 920-983-9040 • Fax 920-983-9050

Revised Relyco Submittal - See later
pages for original Relyco submittal

March 20, 2020

Jake Stadler, Project Manager
NEA
W 6380 Design Drive
Greenville WI 54942

Claim

WisDOT Project 9029-02-71
TLake, CTH G
Marinette County

Installation of SPV.009.01 Pipe Reinforced Concrete Culvert at Sta 167+62 Class III 72-In x 115 in

105.13.4 Content of Claim

1. Concise description of Claim

Because the contract did not contain contract items to handle the excessive flows of water experienced during the record rainfalls of 2019, installation of the culvert was impossible without the use of tight sheeting and a diversion channel. Both of which were not shown in the contract. When we requested that standard contract items be added to control the heavy flow, WisDOT responded by saying that it was a contractor means and methods issue. We disagreed and stated that other WisDOT contracts contain such items. In order to complete the work in a timely manner, Relyco gave notice that it was tracking its costs and proceeded with the installation of a temporary diversion channel as well as a tight sheeting system to allow for the installation of the culvert. The work was completed on Oct. 30, 2019. On October 15, 2019, Relyco submitted its Notice of Claim

2. Contractual basis for the claim

The claim is based on two sections in the standard specs. First is 104.2.2 Change orders for differing site conditions; and Second is 104.2.2.4 Change orders for significant changes in the character of work.

104.2.2 Differing Site Conditions- 104.2.2.2 mentions two differing types of site conditions that support a differing site condition. 104.2.2.2 (1) 2. says "An unknown

physical condition of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work specified in the contract."

104.2.2.4.2 Altered Work says *"the department will adjust the contract if the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction."*


3. Other facts... A constructability review by the Department should have shown that the installation of the pipe could not occur without the use of extraordinary methods utilizing specific contract items available to the Department. Undoubtedly, the lack of available R/W should have been considered by the designer when preparing the plans. In addition, when the department added 6 lf to each run of pipe, the water control area was reduced by 20% causing even more stress on any control devices utilized. The plan simply presented the work as "normal" and that the contractor shouldn't expect to provide an allowance for extraordinary controls. In addition, the presence of bedrock should have been discovered and disclosed prior to the contractor submitting its bid for the work.
4. Concise statement of Circumstances-
 - When preparing our bid for the work, our site visit and discussions with local individuals indicated that the normal flow for Mud Creek in late summer or early fall would allow for control of the water by by-pass pumping around the work site. In fact, Addendum 1, added the description of By-Pass Pumping to the contract. This seemed to be in conformance with the plans that indicated there was nothing "special" about the work. However, because of the extreme flows during construction (estimated by the project manager to be at 115,000 cfs,) it was impossible to control the flow by by-pass pumping. In this case, the extreme flows were not identified in the contract and due to the massive amount of rainfall, the flows at Mud Creek differed materially from that which would normally be expected. This clearly differed materially from the work as specified in the contract and defined in 104.2.2.2(1)
 - During the installation of the unforeseen tight sheeting, it was soon discovered that bedrock was present 3 feet below the existing surface. This caused our sheeting subcontractor to change their method requiring them to install a more expensive whaler system that required even more R/W to install. Clearly, the bedrock was not shown on the plans and clearly differed materially from the work shown in the contract. This obviously is altered work as defined in 104.2.2.4.2.
 - The contract only allowed 14 lf beyond each end of pipe to the R/W line with no easements provided to divert the flow of water around the work area. The lack of easements in the plan further reinforced our belief that the designer believed that by-pass pumping would be an acceptable means of directing the water around the work site. However, during construction, WisDOT added 3 lf of pipe to each end of pipe allowing only 11 lf of available distance to the R/W. The reduced area available for diversion of the creek made it impossible to install a

- diversion channel and whaler system within the available R/W. In order to facilitate the installation of the culvert, WisDOT found it necessary to obtain temporary private property easements at each end of the pipe so that the heavy flow could remain unimpeded. We believe this altered work provides justification for payment to the contractor as allowed in 104.2.2.4.2.

5. Complete Breakdown of Costs- (See attached documents)

- | | |
|---|----------------------|
| • Installation and removal of the Diversion Channel | \$36,095.30 |
| • Installation and removal of the sheeting | \$50,817.37 |
| • Less CCO for Lunda Bedrock removal) | <u>(\$13,025.86)</u> |
| • Total Amount of Claim | \$73,886.81 |

As President of Relyco, Inc, I certify that this claim is made in good faith, that the supporting data are accurate and complete to the best of Relyco, Inc's knowledge and belief, and that the amount requested accurately reflects the contract adjustment for which Relyco, Inc believes the department is liable.

By: 
Bradley A Ottum, President

Date of Execution: 3-20-20



P.O. Box 5246 • De Pere, WI 54115-5246
Phone 920-983-9040 • Fax 920-983-9050

Original Relyco Submittal - See previous
pages for revised Relyco submittal

January 29, 2020

Jake Stadler, Project Manager
NEA
W 6380 Design Drive
Greenville WI 54942

Claim

WisDOT Project 9029-02-71
TLake, CTH G
Marinette County

Installation of SPV.009.01 Pipe Reinforced Concrete Culvert at Sta 167+62 Class III 72-In x 115 in

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Original Relyco Submittal - See previous
pages for revised Relyco submittal

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5. Complete Breakdown of Costs- (See attached documents)

- Installation and removal of the Diversion Channel \$36,095.30
- Installation and removal of the sheeting \$50,817.37

As President of Relyco, Inc, I certify that this claim is made in good faith, that the supporting data are accurate and complete to the best of Relyco, Inc's knowledge and belief, and that the amount requested accurately reflects the contract adjustment for which Relyco, Inc believes the department is liable.

By: 
Bradley A. Ottum, President

Date of Execution: 1/29/2020

Section 104 Scope of Work

104.1 Intent of the Contract

- (1) The intent of the contract is to state the roles and obligations of the department and contractor regarding the construction, execution, and completion of the work. Perform the work as the contract specifies.

104.2 Revisions to the Contract

104.2.1 General

- (1) The department reserves the right to revise the contract at any time. These revisions do not invalidate the contract or release the surety. The contractor agrees to complete the contract as revised. Do not proceed with revised work without the project engineer's prior written approval. Upon receiving written approval, proceed immediately with the revised work.
- (2) The contractor shall notify the project engineer if the contractor believes a revision to the contract is necessary. Whenever the words notice, notification, or notify are used in 104.2 with reference to the contractor, the contractor shall provide notice as specified in [104.3](#). The project engineer will determine if a potential contract revision is necessary and will notify the contractor of its determination in writing. The contractor must proceed with the project engineer's direction.
- (3) If the project engineer determines a revision is necessary, the project engineer will revise the contract time as specified in [108.10](#) and will revise the contract price as specified in [109.4](#). The contractor is entitled to no reimbursement for loss of anticipated profit.
- (4) If the project engineer decides that a potential contract revision identified by the contractor is not necessary, and the contractor does not agree with the project engineer's decision, the contractor may pursue a claim under [105.13](#).

104.2.2 Issuing Contract Change Orders

104.2.2.1 Change Orders for Extra Work

- (1) The department will issue a contract change order to accomplish extra work as defined in [101.3](#).

104.2.2.2 Change Orders for Differing Site Conditions

- (1) During the progress of the work, if one or more of the following differing conditions are encountered at the site, the party discovering the condition shall promptly notify the other party of the specific condition before further disturbing the site and before further performing the affected work.
 1. A subsurface or latent physical condition, differing materially from those indicated in the contract.
 2. An unknown physical condition of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work specified in the contract.
- (2) If the contractor discovers the differing condition, the contractor shall provide oral notification as specified in [104.3.2](#), of the specific differing condition before further disturbing the site and before further performing the affected work.
- (3) The project engineer will investigate the conditions. If the project engineer determines the conditions materially differ and cause an increase or decrease in the cost, time, or both, required to perform the work under the contract, the project engineer will adjust the contract price, time, or both, and modify the contract in writing accordingly. The project engineer will respond to the contractor as to whether or not an adjustment is warranted. The project engineer will follow the contractor notification procedures specified in [104.3](#).
- (4) The department will not allow a contract adjustment unless the contractor has provided the required notice as specified in [104.3](#).

104.2.2.3 Change Orders for Engineer-Ordered Suspensions

- (1) If the project engineer suspends or delays the performance of all or any portion of the work in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional payment, contract time, or both, is due because of the suspension or delay, the contractor shall notify the engineer as specified in [104.3](#).
- (2) The project engineer will evaluate the contractor's request. If the project engineer agrees that the cost, time, or both, required for the performance of the contract has increased due to the suspension or delay and the suspension or delay was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the project engineer will make an adjustment and modify the contract in writing accordingly. The project engineer will respond to the contractor as to whether or not an adjustment is warranted as specified in [104.3.6](#).

- (3) The project engineer will not consider a contract adjustment unless the contractor submits the request for adjustment within the time specified above.
- (4) The project engineer will not consider a contract adjustment under this clause to the extent that the performance would have been suspended by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

104.2.2.4 Change Orders for Significant Changes in the Character of the Work

104.2.2.4.1 General

- (1) Under the contract a significant change is defined if either one of two separate and distinct circumstances occur as follows:
 - 1. Altered work.
 - 2. Changed quantities.
- (2) Before performing significantly changed work, reach agreement with the department concerning the basis for the adjustment as specified in [109.4.4](#). If the department does not acknowledge that the work has significantly changed, follow the notification procedures as specified in [104.3](#).
- (3) If the alterations or changes in quantities do not significantly change the character of the work under the contract, the department will pay for the altered work at the contract price.

104.2.2.4.2 Altered Work

- (1) The department will adjust the contract if the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction.

104.2.2.4.3 Changed Quantities

- (1) The department will adjust the contract if the department or contractor demonstrates that quantity changes affect the contractor's unit cost to perform the work and meet one of the following:
 - 1. The quantity of a major bid item, as defined in [101.3](#), is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity applies only to that portion in excess of 125 percent of the original contract bid item quantity, or in case of a decrease below 75 percent, to the work actually performed.
 - 2. The quantity of a minor bid item is increased to become a major bid item. An adjustment in the contract unit price for that bid item applies only to the quantity of that bid item having a contract value as follows:
 - Original Contract < \$8M: In excess of 6.25 percent of the original contract.
 - Original Contract >= \$8M: In excess of \$500,000.
 - 3. The quantity of a minor bid item that is part of an approved subcontract and that exceeds 10 percent of the original value of that subcontract is decreased more than 50 percent from the original contract quantity for that bid item. Either party to the contract may submit a request for a revision to the contract unit price for that bid item. The department's total payment for the final reduced quantity will not exceed 75 percent of the original contract quantity at the contract price.
 - 4. The quantity of a minor bid item that is part of an approved subcontract and that exceeds 10 percent of the original value of that subcontract is increased more than 50 percent from the original contract quantity for that bid item and which as increased does not qualify for adjustment as a major bid item. Either party to the contract may submit a request to the other for a revision of the contract unit price for that quantity of the bid item that is in excess of 125 percent of the original contract quantity.

104.2.2.5 Change Orders for Eliminated Work

- (1) The department has the right to partially eliminate or completely eliminate work the project engineer finds to be unnecessary for the project. If the project engineer partially eliminates or completely eliminates work, the project engineer will issue a contract change order for a fair and equitable amount as specified in [109.5](#).

104.2.2.6 Change Orders for Revisions to Contract Time

- (1) The department will issue a contract change order to revise the contract time as specified in [108.10](#).

104.3 Contractor Notification

104.3.1 General

- (1) Subsection 104.3 specifies the step-by-step communication process to be followed to expedite the resolution of potential contract revisions identified by the contractor. Both contractor actions and department responses are outlined. The contractor's non-compliance with the requirements of 104.3 may constitute a waiver of entitlement to a pay adjustment under [109.4](#) or a time extension under [108.10](#).

RELYCO, INC.
P.O. BOX 5246
DE PERE, WI 54115

RELYCO PROJ ID# 91918
RELYCO PHASE# 77600-07
Diversion Channel

CTH G Marinette City

Cost Type	Task Code	Task Description	Date	Description	Hours	Hour Type	Rate TOTAL	10% rental/ 15% materi-	Total Cost
T	1 77600-07	Diversion Channel	10/09/19	ZERNICKE , JASON	7.00	R	\$ 99.42		\$ 695.94
	1 77600-07	Diversion Channel	10/09/19	BUBLITZ , JORDAN	7.00	R	\$ 70.53		\$ 493.71
	1 77600-07	Diversion Channel	10/09/19	JESKE , BRUCE	8.00	R	\$ 84.32		\$ 674.56
	1 77600-07	Diversion Channel	10/09/19	VANHEUKLON , RANDY MOB	9.50	R	\$ 99.42		\$ 944.49
	2 77600-07	Diversion Channel	10/09/19	67105 /2010 ETNYRE 60TON TRAILER	9.50	R	\$ 25.72		\$ 244.34
	2 77600-07	Diversion Channel	10/09/19	67505 /2009 VOLVO TRACTOR	9.50	R	\$ 71.89		\$ 682.96
	2 77600-07	Diversion Channel	10/09/19	51503 /CAT 345C EXCAVATOR	7.00	R	\$ 225.55		\$ 1,578.85
	2 77600-07	Diversion Channel	10/09/19	51103 /JD 624 LOADER	6.00	R	\$ 55.40		\$ 332.40
	2 77600-07	Diversion Channel	10/09/19	12209 2011 CHEV SILVERADO	8.00	R	\$ 16.33		\$ 130.64
	6 77600-07	Diversion Channel	10/09/19	94505 ORLANDO - TRUCKING Non Prevailing	7.00	R	\$ 103.00	\$ 72.10	\$ 793.10
									\$ 6,570.99
	1 77600-07	Diversion Channel	10/10/19	ZERNICKE , JASON	8.00	R	\$ 99.42		\$ 795.36
	1 77600-07	Diversion Channel	10/10/19	ZERNICKE , JASON	4.00	OT	\$ 133.33		\$ 533.32
	1 77600-07	Diversion Channel	10/10/19	BUBLITZ, JORDAN	8.00	R	\$ 70.53		\$ 564.24
	1 77600-07	Diversion Channel	10/10/19	BUBLITZ, JORDAN	4.00	OT	\$ 94.12		\$ 376.48
	1 77600-07	Diversion Channel	10/10/19	BULLOCK , TUCKER	8.00	R	\$ 66.81		\$ 534.48
T	1 77600-07	Diversion Channel	10/10/19	BULLOCK , TUCKER	4.00	OT	\$ 88.99		\$ 355.96
	1 77600-07	Diversion Channel	10/10/19	JESKE , BRUCE	8.00	R	\$ 84.32		\$ 674.56
	1 77600-07	Diversion Channel	10/10/19	JESKE , BRUCE	4.00	OT	\$ 114.58		\$ 458.32
	2 77600-07	Diversion Channel	10/10/19	51503 /CAT 345C EXCAVATOR	12.00	R	\$ 225.55		\$ 2,706.60
	2 77600-07	Diversion Channel	10/10/19	51103 /JD 624 LOADER	5.00	R	\$ 55.40		\$ 277.00
	2 77600-07	Diversion Channel	10/10/19	12209 2011 CHEV SILVERADO- BRUCE JESKE	8.00	R	\$ 16.33		\$ 130.64
	6 77600-07	Diversion Channel	10/10/19	94490 DUAME - TRUCKING	2.00	R	\$ 105.00	\$ 21.00	\$ 231.00
									\$ 7,537.96
	1 77600-07	Diversion Channel	10/11/19	PETERS, SHANE	6.50	R	\$ 101.11		\$ 657.22
	1 77600-07	Diversion Channel	10/11/19	ZERNICKE , JASON	2.50	R	\$ 99.42		\$ 248.55
	1 77600-07	Diversion Channel	10/11/19	BULLOCK , TUCKER	2.50	R	\$ 66.81		\$ 167.03
	1 77600-07	Diversion Channel	10/11/19	JESKE , BRUCE	3.00	R	\$ 84.32		\$ 252.96
	2 77600-07	Diversion Channel	10/11/19	12215 2019 SILVERADO TRUCK	6.50	R	\$ 16.57		\$ 107.71
	2 77600-07	Diversion Channel	10/11/19	51503 /CAT 345C EXCAVATOR	1.50	R	\$ 225.55		\$ 338.33
	2 77600-07	Diversion Channel	10/11/19	12209 2011 CHEV SILVERADO	2.50	R	\$ 16.33		\$ 40.83
									\$ 1,812.61
T	1 77600-07	Diversion Channel	10/14/19	JESKE , BRUCE	5.00	R	\$ 84.32		\$ 421.60
	2 77600-07	Diversion Channel	10/14/19	12209 2011 CHEV SILVERADO	4.00	R	\$ 16.33		\$ 65.32
									\$ 486.92
T	6 77600-07	Diversion Channel	10/18/19	94505 ORLANDO - TRUCKING Non Prevailing	1.00	R	\$ 103.00		\$ 103.00
									\$ 103.00
T	1 77600-07	Diversion Channel	10/22/19	ZERNICKE , JASON	6.00	R	\$ 99.42		\$ 596.52
	1 77600-07	Diversion Channel	10/22/19	JESKE , BRUCE	5.50	R	\$ 84.32		\$ 463.76
	2 77600-07	Diversion Channel	10/22/19	51503 /CAT 345C EXCAVATOR	1.00	R	\$ 55.40		\$ 55.40
	2 77600-07	Diversion Channel	10/22/19	51103 624 LOADER	1.00	R	\$ 225.55		\$ 225.55
	2 77600-07	Diversion Channel	10/22/19	12209 2011 CHEV SILVERADO	5.00	R	\$ 16.33		\$ 81.65
									\$ 1,422.88
T	1 77600-07	Diversion Channel	10/23/19	PETERS, SHANE	1.00	R	\$ 101.11		\$ 101.11
	1 77600-07	Diversion Channel	10/23/19	ZERNICKE , JASON	3.00	R	\$ 99.42		\$ 298.26

Force Account Rates as Allowed in section 109.4.5.2 of WisDOT Standard Specification June 1 2019 Edition

Operator(Straight Time)

Base Pay	\$ 40.17
Benefits	\$ 23.40
Total	\$ 63.57
Mark-up on Base Pay & Benefits	\$ 22.25
Insurance	\$ 11.83
Mark-up on insurance, workman's comp, etc	\$ 1.77
Total Straight Time Cost	\$ 99.42

Insurance - Payroll Additives

Workman's Comp	7.34%
Public Liab. & Property Damage	1.8508%
Federal Unemployment Tax	0.60%
State Unemployment Tax	12.00%
Social Security Tax & Medicare	7.65%
Sub-total Payroll Additives	29.44%

Mark-up on Base Pay & Benefits	35.00%
Mark-up on insurance, wc, etc	15.00%

Operator(Over Time)

Base Pay	\$ 60.26
Benefits	\$ 23.40
Total	\$ 83.66
Mark-up on Base Pay & Benefits	\$ 29.28
Insurance	\$ 17.74
Mark-up on insurance, workman's comp, etc	\$ 2.66
Total Over Time Cost	\$ 133.33

Operator(Double Time)

Base Pay	\$ 80.34
Benefits	\$ 23.40
Total	\$ 103.74
Mark-up on Base Pay & Benefits	\$ 36.31
Insurance	\$ 23.65
Mark-up on insurance, workman's comp, etc	\$ 3.55
Total Double Time Cost	\$ 167.25

Operator Apprentice L1 (Straight Time)

Base Pay	\$ 27.94
Benefits	\$ 17.30
Total	\$ 45.24
Mark-up on Base Pay & Benefits	\$ 15.83
Insurance	\$ 8.23
Mark-up on insurance, workman's comp, etc	\$ 1.23
Total Straight Time Cost	\$ 70.53

Operator Apprentice L1 (Over Time)

Base Pay	\$ 41.91
Benefits	\$ 17.30
Total	\$ 59.21
Mark-up on Base Pay & Benefits	\$ 20.72
Insurance	\$ 12.34
Mark-up on insurance, workman's comp, etc	\$ 1.85
Total Over Time Cost	\$ 94.12

Operator Apprentice L1(Double Time)

Base Pay	\$ 55.88
Benefits	\$ 17.30
Total	\$ 73.18
Mark-up on Base Pay & Benefits	\$ 25.61
Insurance	\$ 16.45
Mark-up on insurance, workman's comp, etc	\$ 2.47
Total Straight Time Cost	\$ 117.71

Operator Apprentice L2 (Straight Time)

Base Pay	\$	29.93
Benefits	\$	17.30
Total	\$	47.23

Mark-up on Base Pay & Benefits	\$	16.53
Insurance	\$	8.81
Mark-up on insurance, workman's comp, etc	\$	1.32
Total Straight Time Cost	\$	73.89

Operator Apprentice L2 (Over Time)

Base Pay	\$	44.90
Benefits	\$	17.30
Total	\$	62.20

Mark-up on Base Pay & Benefits	\$	21.77
Insurance	\$	13.22
Mark-up on insurance, workman's comp, etc	\$	1.98
Total Over Time Cost	\$	99.16

Operator Apprentice L3 (Straight Time)

Base Pay	\$	31.93
Benefits	\$	17.30
Total	\$	49.23

Mark-up on Base Pay & Benefits	\$	17.23
Insurance	\$	9.40
Mark-up on insurance, workman's comp, etc	\$	1.41
Total Straight Time Cost	\$	77.27

Operator Apprentice L3 (Over Time)

Base Pay	\$	47.90
Benefits	\$	17.30
Total	\$	65.20

Mark-up on Base Pay & Benefits	\$	22.82
Insurance	\$	14.10
Mark-up on insurance, workman's comp, etc	\$	2.12
Total Over Time Cost	\$	104.23

Operator Apprentice L4 (Straight Time)

Base Pay	\$	35.92
Benefits	\$	17.30
Total	\$	53.22

Mark-up on Base Pay & Benefits	\$	18.63
Insurance	\$	10.58
Mark-up on insurance, workman's comp, etc	\$	1.59
Total Straight Time Cost	\$	84.01

Operator Apprentice L4 (Over Time)

Base Pay	\$	53.88
Benefits	\$	17.30
Total	\$	71.18

Mark-up on Base Pay & Benefits	\$	24.91
Insurance	\$	15.86
Mark-up on insurance, workman's comp, etc	\$	2.38
Total Over Time Cost	\$	114.34

Operator Winter (Straight Time)

Base Pay	\$	-
Benefits	\$	23.40
Total	\$	23.40

Mark-up on Base Pay & Benefits	\$	8.19
Insurance	\$	-
Mark-up on insurance, workman's comp, etc	\$	-
Total Straight Time Cost	\$	31.59

Operator Winter L4 (Over Time)

Base Pay	\$ -
Benefits	\$ 23.40
Total	\$ 23.40

Mark-up on Base Pay & Benefits	\$ 8.19
Insurance	\$ -
Mark-up on insurance, workman's comp, etc	\$ -
Total Over Time Cost	\$ 31.59

Proj Superintendent(straight time)

Base Pay	\$ 35.84
Benefits	\$ 17.63
Total	\$ 53.47

Mark-up on Base Pay & Benefits	\$ 18.71
Insurance	\$ 10.55
Mark-up on insurance, workman's comp, etc	\$ 1.58
Total Straight Time Cost	\$ 84.32

Proj Superintendent (overtime)

Base Pay	\$ 53.76
Benefits	\$ 17.63
Total	\$ 71.39

Mark-up on Base Pay & Benefits	\$ 24.99
Insurance	\$ 15.83
Mark-up on insurance, workman's comp, etc	\$ 2.37
Total Over Time Cost	\$ 114.58

Laborer(Straight Time)

Base Pay	\$ 32.84
Benefits	\$ 17.63
Total	\$ 50.47

Mark-up on Base Pay & Benefits	\$ 17.66
Insurance	\$ 9.67
Mark-up on insurance, workman's comp, etc	\$ 1.45
Total Straight Time Cost	\$ 79.25

Laborer(Over Time)

Base Pay	\$ 49.26
Benefits	\$ 17.63
Total	\$ 66.89

Mark-up on Base Pay & Benefits	\$ 23.41
Insurance	\$ 14.50
Mark-up on insurance, workman's comp, etc	\$ 2.18
Total Over Time Cost	\$ 106.98

Laborer Foreman(Straight Time)

Base Pay	\$ 33.84
Benefits	\$ 17.63
Total	\$ 51.47

Mark-up on Base Pay & Benefits	\$ 18.01
Insurance	\$ 9.96
Mark-up on insurance, workman's comp, etc	\$ 1.49
Total Straight Time Cost	\$ 80.94

Laborer Foreman(Over Time)

Base Pay	\$ 50.76
Benefits	\$ 17.63
Total	\$ 68.39

Mark-up on Base Pay & Benefits	\$ 23.94
Insurance	\$ 14.94
Mark-up on insurance, workman's comp, etc	\$ 2.24
Total Over Time Cost	\$ 109.51

Laborer Apprentice L1 (Straight Time)

Base Pay	\$ 26.27
Benefits	\$ 16.63
Total	\$ 42.90

Mark-up on Base Pay & Benefits	\$ 15.02
Insurance	\$ 7.73
Mark-up on insurance, workman's comp, etc	\$ 1.16
Total Straight Time Cost	\$ 66.81

Laborer Apprentice L1 (Over Time)

Base Pay	\$ 39.41
Benefits	\$ 16.63
Total	\$ 56.04

Mark-up on Base Pay & Benefits	\$ 19.61
Insurance	\$ 11.60
Mark-up on insurance, workman's comp, etc	\$ 1.74
Total Over Time Cost	\$ 88.99

Laborer Apprentice L2 (Straight Time)

Base Pay	\$ 27.91
Benefits	\$ 16.63
Total	\$ 44.54

Mark-up on Base Pay & Benefits	\$ 15.59
Insurance	\$ 8.22
Mark-up on insurance, workman's comp, etc	\$ 1.23
Total Straight Time Cost	\$ 69.58

Laborer Apprentice L2 (Over Time)

Base Pay	\$ 41.87
Benefits	\$ 16.63
Total	\$ 58.50

Mark-up on Base Pay & Benefits	\$ 20.47
Insurance	\$ 12.33
Mark-up on insurance, workman's comp, etc	\$ 1.85
Total Over Time Cost	\$ 93.14

Laborer Apprentice L3 (Straight Time)

Base Pay	\$ 29.56
Benefits	\$ 16.63
Total	\$ 46.19

Mark-up on Base Pay & Benefits	\$ 16.17
Insurance	\$ 8.70
Mark-up on insurance, workman's comp, etc	\$ 1.31
Total Straight Time Cost	\$ 72.36

Laborer Apprentice L3 (Over Time)

Base Pay	\$ 44.34
Benefits	\$ 16.63
Total	\$ 60.97

Mark-up on Base Pay & Benefits	\$ 21.34
Insurance	\$ 13.05
Mark-up on insurance, workman's comp, etc	\$ 1.96
Total Over Time Cost	\$ 97.32

Laborer Apprentice L4 (Straight Time)

Base Pay	\$ 31.20
Benefits	\$ 16.63
Total	\$ 47.83

Mark-up on Base Pay & Benefits	\$ 16.74
Insurance	\$ 9.19
Mark-up on insurance, workman's comp, etc	\$ 1.38
Total Straight Time Cost	\$ 75.13

Laborer Apprentice L4 (Over Time)

Base Pay	\$	46.80
Benefits	\$	16.63
Total	\$	63.43

Mark-up on Base Pay & Benefits	\$	22.20
Insurance	\$	13.78
Mark-up on insurance, workman's comp, etc	\$	2.07
Total Over Time Cost	\$	101.48

Operator Foreman(Straight Time)

Base Pay	\$	41.17
Benefits	\$	23.40
Total	\$	64.57

Mark-up on Base Pay & Benefits	\$	22.60
Insurance	\$	12.12
Mark-up on insurance, workman's comp, etc	\$	1.82
Total Straight Time Cost	\$	101.11

Operator Foreman(Over Time)

Base Pay	\$	61.76
Benefits	\$	23.40
Total	\$	85.16

Mark-up on Base Pay & Benefits	\$	29.80
Insurance	\$	18.18
Mark-up on insurance, workman's comp, etc	\$	2.73
Total Over Time Cost	\$	135.87

Haul Truck Driver CI 1 (Straight Time)

Base Pay	\$	36.95
Benefits	\$	23.40
Total	\$	45.67

Mark-up on Base Pay & Benefits	\$	15.98
Insurance	\$	10.88
Mark-up on insurance, workman's comp, etc	\$	1.63
Total Straight Time Cost	\$	74.16

Haul Truck Driver CI 1 (Over Time)

Base Pay	\$	55.43
Benefits	\$	23.40
Total	\$	78.83

Mark-up on Base Pay & Benefits	\$	27.59
Insurance	\$	16.32
Mark-up on insurance, workman's comp, etc	\$	2.45
Total Over Time Cost	\$	93.25

Haul Truck Driver CI 2 (Straight Time)

Base Pay		
Benefits	\$	22.55
Total	\$	22.55

Mark-up on Base Pay & Benefits	\$	7.89
Insurance	\$	-
Mark-up on insurance, workman's comp, etc	\$	-
Total Straight Time Cost	\$	30.44

Haul Truck Driver CI 2 (Over Time)

Base Pay		
Benefits	\$	22.55
Total	\$	22.55

Mark-up on Base Pay & Benefits	\$	7.89
Insurance	\$	-
Mark-up on insurance, workman's comp, etc	\$	-
Total Over Time Cost	\$	30.44

Flagger (Straight Time)

Base Pay	\$	29.47
Benefits	\$	17.63
Total	\$	47.10

Mark-up on Base Pay & Benefits	\$	16.49
Insurance	\$	8.68
Mark-up on insurance, workman's comp, etc	\$	1.30
Total Straight Time Cost	\$	73.56

Flagger (Over Time)

Base Pay	\$	44.21
Benefits	\$	17.63
Total	\$	61.84

Mark-up on Base Pay & Benefits	\$	21.64
Insurance	\$	13.01
Mark-up on insurance, workman's comp, etc	\$	1.95
Total Straight Time Cost	\$	98.44

Estimator (Straight Time)

Base Pay		
Benefits		
Total	\$	-

Mark-up on Base Pay & Benefits	\$	-
Insurance	\$	-
Mark-up on insurance, workman's comp, etc	\$	-
Total Straight Time Cost	\$	-

Estimator (Over Time)

Base Pay		
Benefits		
Total	\$	-

Mark-up on Base Pay & Benefits	\$	-
Insurance	\$	-
Mark-up on insurance, workman's comp, etc	\$	-
Total Straight Time Cost	\$	-

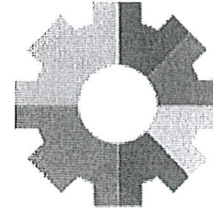
Adjustments for 12209 in All Saved Models

January 7, 2020

Miscellaneous 4X4 3/4 165 CREW GAS

On-Highway Light Duty Trucks

Size Class:
100 - 199 HP
Weight:
5500 HP



Configuration for 4X4 3/4 165 CREW GAS

Axle Configuration	4X4	Cab Type	Crew
Horsepower	165.0	Power Mode	Gasoline
Ton Rating	3/4		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$860.00	USD \$240.00	USD \$60.00	USD \$9.00	USD \$11.36	USD \$16.25
Adjustments						
Region (Wisconsin: 107%)	USD \$60.20	USD \$16.80	USD \$4.20	USD \$0.63		
Model Year (2011: 95.1%)	(USD \$45.09)	(USD \$12.58)	(USD \$3.15)	(USD \$0.47)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$875.11	USD \$244.22	USD \$61.05	USD \$9.16	USD \$11.36	USD \$16.33

Non-Active Use Rates

	Hourly
Standby Rate	USD \$2.49
Idling Rate	USD \$13.25

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	USD \$464.40/mo
Overhaul (ownership)	27%	USD \$232.20/mo
CFC (ownership)	7%	USD \$60.20/mo
Indirect (ownership)	12%	USD \$103.20/mo
Fuel (operating) @ USD 2.51	73%	USD \$8.28/hr

Revised Date: 1st half 2020

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

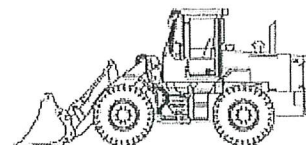
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Adjustments for 51103 in All Saved Models

January 7, 2020

Deere 624H (disc. 2004)
4-Wd Articulated Wheel Loaders

Size Class:
150 - 174 HP
Weight:
29894 HP



Configuration for 624H (disc. 2004)

Bucket Capacity - Heaped	3.5 cu yd	Net Horsepower	160.0 hp
Operator Protection	ROPS	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$4,020.00	USD \$1,125.00	USD \$280.00	USD \$42.00	USD \$31.12	USD \$53.96
Adjustments						
Region (Wisconsin: 108%)	USD \$321.60	USD \$90.00	USD \$22.40	USD \$3.36		
Model Year (1999: 98.42%)	(USD \$68.45)	(USD \$19.16)	(USD \$4.77)	(USD \$0.72)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$4,273.15	USD \$1,195.84	USD \$297.63	USD \$44.64	USD \$31.12	USD \$55.40

Non-Active Use Rates

	Hourly
Standby Rate	USD \$12.14
Idling Rate	USD \$39.95

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	41%	USD \$1,648.20/mo
Overhaul (ownership)	37%	USD \$1,487.40/mo
CFC (ownership)	12%	USD \$482.40/mo
Indirect (ownership)	10%	USD \$402.00/mo
Fuel (operating) @ USD 3.07	50%	USD \$15.67/hr

Revised Date: 1st half 2020

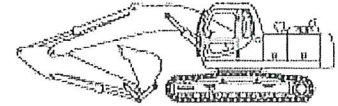
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Adjustments for 51503 in All Saved Models

January 7, 2020

Caterpillar 345C L (disc. 2011)
Crawler Mounted Hydraulic Excavators



Size Class:
40.1 - 50.0 MTons
Weight:
100810 MT

Configuration for 345C L (disc. 2011)

Bucket Capacity - Heaped	2.46 cu yd	Net Horsepower	345.0 hp
Operating Weight	45.7 mt	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$19,860.00	USD \$5,560.00	USD \$1,390.00	USD \$210.00	USD \$105.12	USD \$217.96
Adjustments						
Region (Wisconsin: 108.4%)	USD \$1,668.24	USD \$467.04	USD \$116.76	USD \$17.64		
Model Year (2007: 98.46%)	(USD \$331.88)	(USD \$92.91)	(USD \$23.23)	(USD \$3.51)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$21,196.36	USD \$5,934.13	USD \$1,483.53	USD \$224.13	USD \$105.12	USD \$225.55

Non-Active Use Rates

	Hourly
Standby Rate	USD \$60.22
Idling Rate	USD \$164.77

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	37%	USD \$7,348.20/mo
Overhaul (ownership)	46%	USD \$9,135.60/mo
CFC (ownership)	10%	USD \$1,986.00/mo
Indirect (ownership)	6%	USD \$1,191.60/mo
Fuel (operating) @ USD 3.07	42%	USD \$44.34/hr

Revised Date: 1st half 2020

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Adjustments for 67103 in All Saved Models

January 8, 2020

Miscellaneous 2 25

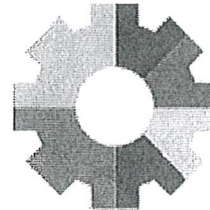
Hydraulic Removable Gooseneck Equipment Trailers

Size Class:

All

Weight:

12750 UNKNOWN



Configuration for 2 25

Capacity	25.0 t	Number Of Axles	2.0
Number Of Tires	8.0		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$1,495.00	USD \$420.00	USD \$105.00	USD \$16.00	USD \$6.70	USD \$15.19
Adjustments						
Region (Wisconsin: 105.2%)	USD \$77.74	USD \$21.84	USD \$5.46	USD \$0.83		
Model Year (1999: 85.5%)	(USD \$228.05)	(USD \$64.07)	(USD \$16.02)	(USD \$2.44)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$1,344.69	USD \$377.77	USD \$94.44	USD \$14.39	USD \$6.70	USD \$14.34

Non-Active Use Rates

	Hourly
Standby Rate	USD \$3.82
Idling Rate	USD \$7.64

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	45%	USD \$672.75/mo
Overhaul (ownership)	34%	USD \$508.30/mo
CFC (ownership)	8%	USD \$119.60/mo
Indirect (ownership)	13%	USD \$194.35/mo

Fuel cost data is not available for these rates.

Revised Date: 1st half 2020

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Adjustments for 67105 in All Saved Models

January 8, 2020

Miscellaneous 3 60

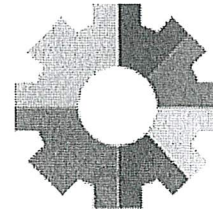
Hydraulic Removable Gooseneck Equipment Trailers

Size Class:

All

Weight:

21000 UNKNOWN



Configuration for 3 60

Capacity	60.0 t	Number Of Axles	3.0
Number Of Tires	12.0		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$2,705.00	USD \$760.00	USD \$190.00	USD \$29.00	USD \$10.67	USD \$26.04
Adjustments						
Region (Wisconsin: 105.2%)	USD \$140.66	USD \$39.52	USD \$9.88	USD \$1.51		
Model Year (2010: 93.1%)	(USD \$196.35)	(USD \$55.17)	(USD \$13.79)	(USD \$2.11)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$2,649.31	USD \$744.35	USD \$186.09	USD \$28.40	USD \$10.67	USD \$25.72

Non-Active Use Rates

Standby Rate	Hourly	USD \$7.53
Idling Rate		USD \$15.05

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	45%	USD \$1,217.25/mo
Overhaul (ownership)	34%	USD \$919.70/mo
CFC (ownership)	8%	USD \$216.40/mo
Indirect (ownership)	13%	USD \$351.65/mo

Fuel cost data is not available for these rates.

Revised Date: 1st half 2020

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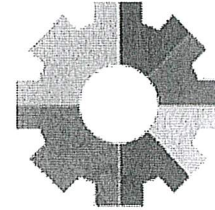
Adjustments for 67501 in All Saved Models

January 8, 2020

Miscellaneous 6X4 75KGVW DSL

On-Highway Truck Tractors

Size Class:
60,001 GVW & Over
Weight:
19688 lbs



Configuration for 6X4 75KGVW DSL

Axle Configuration	6X4	Horsepower	400,0
Maximum Gross Vehicle Weight	75000.0 lbs	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$4,230.00	USD \$1,185.00	USD \$295.00	USD \$44.00	USD \$47.92	USD \$71.95
Adjustments						
Region (Wisconsin: 107%)	USD \$296.10	USD \$82.95	USD \$20.65	USD \$3.08		
Model Year (1992: 80.5%)	(USD \$882.59)	(USD \$247.25)	(USD \$61.55)	(USD \$9.18)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$3,643.51	USD \$1,020.70	USD \$254.10	USD \$37.90	USD \$47.92	USD \$68.62

Non-Active Use Rates

Standby Rate	Hourly	USD \$10.35
Idling Rate	Hourly	USD \$50.69

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	43%	USD \$1,818.90/mo
Overhaul (ownership)	38%	USD \$1,607.40/mo
CFC (ownership)	7%	USD \$296.10/mo
Indirect (ownership)	11%	USD \$465.30/mo
Fuel (operating) @ USD 3.07	63%	USD \$29.99/hr

Revised Date: 1st half 2020

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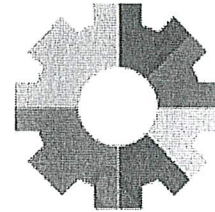
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Adjustments for 67505 in All Saved Models

January 8, 2020

Miscellaneous 6X4 75KGVW DSL
On-Highway Truck Tractors

Size Class:
60,001 GVW & Over
Weight:
19688 lbs



Configuration for 6X4 75KGVW DSL

Axle Configuration	6X4	Horsepower	400.0
Maximum Gross Vehicle Weight	75000.0 lbs	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$4,230.00	USD \$1,185.00	USD \$295.00	USD \$44.00	USD \$47.92	USD \$71.95
Adjustments						
Region (Wisconsin: 107%)	USD \$296.10	USD \$82.95	USD \$20.65	USD \$3.08		
Model Year (2009: 93.2%)	(USD \$307.77)	(USD \$86.22)	(USD \$21.46)	(USD \$3.20)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$4,218.33	USD \$1,181.73	USD \$294.19	USD \$43.88	USD \$47.92	USD \$71.89

Non-Active Use Rates

	Hourly
Standby Rate	USD \$11.98
Idling Rate	USD \$53.96

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	43%	USD \$1,818.90/mo
Overhaul (ownership)	38%	USD \$1,607.40/mo
CFC (ownership)	7%	USD \$296.10/mo
Indirect (ownership)	11%	USD \$465.30/mo
Fuel (operating) @ USD 3.07	63%	USD \$29.99/hr

Revised Date: 1st half 2020

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for TOM TESKE
(tomt@RELYCOINC.COM)

4038 Water Division Road
WI 54208

Date	Invoice #
10/11/2019	126

Bill To
1195 Schuering Road Depere WI 54115

P.O. No.	Terms	Project

[illegible]

Orlando Trucking LLC
4038 Water Division Road
WI 54208

Invoice

Date	Invoice #
10/19/2019	127

Bill To
1195 Schuerling Road Depere WI 54115

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
9.5	10-15-19 #91911	99.00	940.50
3.25	10-16-19 #91905	99.00	321.75
8.5	10-17-19 #91918	103.00	875.50
7	10-18-19 #91918	103.00	721.00
		Total	\$2,858.75

Orlando Trucking LLC
4038 Water Division Road
WI 54208

Invoice

Date	Invoice #
11/3/2019	129

Bill To
1195 Schuering Road Depere WI 54115

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
8.75	10-28-19 #91918	103.00	901.25
7.25	10-29-19 #91918	103.00	746.75
8	10-30-19 #91918	103.00	824.00
8.5	10-31-19 #91918	103.00	875.50
4	11-1-19 #91918	103.00	412.00
6.25	11-1-19 #91919	99.00	618.75
8	11-2-19 #91919	99.00	792.00
		Total	\$5,170.25

DUAME TRUCKING, LLC

5870 DUAME RD
LENA, WI 54139

NOV 06 2019

Invoice

Date	Invoice #
11/4/2019	1568

Bill To
RELYCO INC. PO BOX 5246 DEPERE, WI 54115-5246

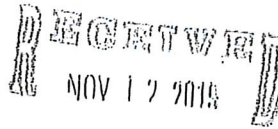
P.O. No.

DATE	Item	Description	Quantity	Rate	Amount
10/10/2019	TRUCK 17	TRUCK 17	9.5	105.00	997.50
10/25/2019	TRUCK 11	TRUCK 11	10	105.00	1,050.00
	TRUCK 15	TRUCK 15	9.25	105.00	971.25
	TRUCK 17	TRUCK 17	10	105.00	1,050.00
10/26/2019	TRUCK 10	TRUCK 10	8.75	105.00	918.75
	TRUCK 17	TRUCK 17	9	105.00	945.00
10/29/2019	TRUCK 9	TRUCK 9	2.25	105.00	236.25
	TRUCK 17	TRUCK 17	7.25	105.00	761.25
10/30/2019	TRUCK 10	TRUCK 10	3	105.00	315.00
	TRUCK 17	TRUCK 17	7.25	105.00	761.25
10/31/2019	TRUCK 10	TRUCK 10	Add. 7	105.00	735.00
	TRUCK 17	TRUCK 17	10	105.00	1,050.00
		Sales Tax		5.50%	0.00
Total					\$9,791.25
Payments/Credits					\$0.00
Balance Due					\$9,791.25

TERMS:
CASH/CHECK - 1 1/2% PER MONTH SERVICE CHARGE AFTER 30 DAYS

Koenig's Sand & Stone LLC

4792 Dickinson Rd.
De Pere, WI 54115



BY _____

Invoice

Date	Invoice #
10/31/2019	673

Bill To
Relyco Inc P.O. Box 5246 De Pere, WI 54115

Shp To

P.O. Number	Terms	Rep	Shp	Via	F.O.B.	Project
			10/31/2019			

Quantity	Product	Ticket Number	Price Per	Amount
✓ 18.53	Rip Rap	17807 ✓	12.00	222.36T
✓ 21.41	Rip Rap	17808	12.00	256.92T
✓ 21.78	3/4" Screened Stone	17809	5.75	125.24T
✓ 22.19	3/4" Screened Stone	17813	5.75	127.59T
✓ 23.08	3/4" Screened Stone	17814	5.75	132.71T
✓ 23.01	3/4" Screened Stone	17815	5.75	132.31T
✓ 22.7	3/4" Screened Stone	17816	5.75	130.53T
✓ 23.01	3/4" Screened Stone	17817	5.75	132.31T
✓ 22.44	3/4" Screened Stone	17820	5.75	129.03T
✓ 23.01	Rip Rap	17821	12.00	276.12T
✓ 22.39	Select Crushed	17857	5.60	125.38T
✓ 22.51	Select Crushed	17858	5.60	126.06T
✓ 20.83	3/4" Screened Stone	17863	5.75	119.77T
✓ 24.68	1 1/4" Crushed Gravel	17864	4.35	107.36T
✓ 21.24	3/4" Screened Stone	17865	5.75	122.13T
✓ 19.09	Select Crushed	17866	5.60	106.90T
✓ 22.17	1 1/4" Crushed Gravel	17867	4.35	96.44T
✓ 24.61	Select Crushed	17868	5.60	137.82T
✓ 24.06	1 1/4" Crushed Gravel	17869	4.35	104.66T
✓ 20.5	1 1/4" Crushed Gravel	17870	4.35	89.18T
✓ 20.95	1 1/4" Crushed Gravel	17871	4.35	91.13T
✓ 21.27	1 1/4" Crushed Gravel	17873	4.35	92.52T
✓ 21.74	1 1/4" Crushed Gravel	17874	4.35	94.57T
✓ 20.86	1 1/4" Crushed Gravel	17875	4.35	90.74T
✓ 22.39	1 1/4" Crushed Gravel	17876	4.35	97.40T
✓ 21.31	3/4" Crushed Gravel	17877	4.35	92.70T
✓ 24.2	3/4" Crushed Gravel	17878	4.35	105.27T
✓ 24.43	3/4" Crushed Gravel	17880	4.35	106.27T
✓ 22.89	3/4" Crushed Gravel	17881	4.35	99.57T
✓ 22.43	3/4" Crushed Gravel	17882	4.35	97.57T
✓ 23.87	3/4" Crushed Gravel	17885	4.35	103.83T
✓ 23.89	3/4" Crushed Gravel	17886	4.35	103.92T
✓ 22.75	3/4" Crushed Gravel	17887	4.35	98.96T
			Total	

Koenig's Sand & Stone LLC

4792 Dickinson Rd
De Pere, WI 54115

RECEIVED
NOV 17 2019

Invoice

Date	Invoice #
10/31/2019	673

Bill To
Relyco Inc P.O. Box 5246 De Pere, WI 54115

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			10/31/2019			
Quantity	Product	Ticket Number	Price Per	Amount		
✓22.65	3/4" Crushed Gravel	17888	4.35	98.53T		
✓22.42	3/4" Crushed Gravel	17889	4.35	97.53T		
✓22.7	3/4" Crushed Gravel	17890	4.35	98.75T		
✓540	Sand Fill	17892	1.00	540.00T		
✓20.02	3/4" Crushed Gravel	17895	4.35	87.09T		
✓18.56	Rip Rap	17896	12.00	222.72T		
✓18.87	Rip Rap	17898	12.00	226.44T		
✓112.5	Sand Fill	17903	1.00	112.50T		
✓112.5	Sand Fill	17902	1.00	112.50T		
✓19.32	3/4" Crushed Gravel	17904	4.35	84.04T		
✓9.51	Rip Rap	17906	12.00	114.12T		
		Sales Tax	5.50%	322.82		
				Total	\$6,192.31	



Lunda Construction Company

P.O. Box 669, Black River Falls, WI 54615

ADDITIONAL PAYMENT REQUEST

Date: 11/18/2019

Lunda Job No.: 10898000

TO:

Relyco, Inc.
1195 Scheuring Rd
De Pere, WI 54115

ATTENTION:

Brad Ottum

PROJECT:

CTH G Culvert Replacemet

LOCATION:

Porterfield, WI

Description of Work Performed

Temporary Sheeting

Gentlemen:

Following is a cost summary of extra work performed on this project:

Total Materials Expense	\$	287.50
Total Labor Expense	\$	16,386.49
Total Equipment Expense	\$	10,448.76
Total Subcontract Expense	\$	-
Total Other Expense	\$	21,913.89
	Subtotal	\$ 49,036.64
Bond (If Applicable) of 0.00 % of	\$	49,036.64
		\$ -
Total (Computation Sheets Attached)	\$	49,036.64

LUNDA CONSTRUCTION COMPANY

Approved By: _____

Approved By: _____

LUNDA
CONSTRUCTION CO.

Lunda Construction Company
Materials Expense

Date: 11/18/2019
Lunda Job No.: 10898000

Item	Amount
Oxygen & Acetylene - 1 EA	\$ 200.00
7018 Electrodes - 2 Cans	\$ 50.00

Subtotal Materials	\$ 250.00
Plus _____ % of \$ 250.00	for Tax \$ -
New Subtotal Materials	\$ 250.00
Plus 15 % of \$ 250.00	for Overhead and Profit \$ 37.50
Total Materials	\$ 287.50

AFFIDAVIT (If Applicable)

This is to certify that the material entered on this extra bill were taken from stock and are shown at our cost.

LUNDA CONSTRUCTION COMPANY

Subscribed and sworn to before this _____ day of _____ 20__

My commission expires _____
Notary Public

CONSTRUCTION CO.

Labor Expense (Page 1 of 2)

Date: 11/18/2019
Lunda Job No.: 10898000

[illegible]

Date: 11/18/2019

Lunda Job No.: 10898000

LUNDA

CONSTRUCTION CO.

Lunda Construction Company

Labor Expense Page 2 of 2

Total Wages from Page 1 \$ 6,238.26

FRINGE BENEFITS					
Laborers	44.50	hours at	\$ 17.63	=	\$ 784.54
Operators	50.21	hours at	\$ 23.40	=	\$ 1,174.91
Carpenters	54.00	hours at	\$ 21.23	=	\$ 1,146.42
Cement Masons	0.00	hours at		=	\$ -
Iron Workers	0.00	hours at		=	\$ -
Teamsters	0.00	hours at		=	\$ -
Shop	0.00	hours at		=	\$ -
Subsistence (Travel)		days at		=	\$ -
Total Fringe Benefits					\$ 3,105.87
Total Wages plus Fringe Benefits					\$ 9,344.13

COMPUTATION

				Total Wages plus Fringe Benefits	\$	9,344.13		
	Plus	<u>35</u>	% of	\$	9,344.13	for Overhead and Profit	\$	3,270.45
				Subtotal - Total Wages, Fringe Benefits, Overhead and Profit			\$	12,614.58
Plus Payroll Additives:								
Workers Compensation Insurance		<u>20.88</u>	% of	\$	<u>5,935.72</u>	=	\$	<u>1,239.38</u>
					(S.T. Wages, Pg. 1)			
Public Liability & Property Damage Insurance, excluding payroll of Truck Drivers		<u>13.91</u>	% of	\$	<u>6,238.26</u>	=	\$	<u>867.74</u>
					(Total Wages, Pg. 1)			
Federal Unemployment Compensation Tax		<u>0.60</u>	% of	\$	<u>6,238.26</u>	=	\$	<u>37.43</u>
					(Total Wages, Pg. 1)			
State Unemployment Compensation Tax		<u>10.55</u>	% of	\$	<u>6,238.26</u>	=	\$	<u>658.14</u>
					(Total Wages, Pg. 1)			
Social Security Tax		<u>7.65</u>	% of	\$	<u>6,238.26</u>	=	\$	<u>477.23</u>
					(Total Wages, Pg. 1)			
						Total Payroll Additives	\$	3,279.92
	Plus	<u>15</u>	% of	\$	<u>3,279.92</u>	for Overhead and Profit	\$	491.99
					(Payroll Additives)			
						Total Labor Expense	\$	16,386.49

I hereby certify that the above statement is a copy of that portion of the payroll which applies to the above stated work and that rates shown for taxes and insurance are actual costs.

LUNDA CONSTRUCTION COMPANY

Equipment Expense

[illegible]

LUNDA
CONSTRUCTION CO.

Lunda Construction Company

Other Expense

Date: 11/18/2019
Lunda Job No.: 10898000

Item	Amount
JLG 600 SJ 65' Man Lift Rental (Wisconsin Aerial Lift Service, LLC Invoice 33250)	\$ 1,311.37
PZ-27 Sheet Pile Lunda Rent (53 pair - 10' long = 1,590 SF @ \$4.00/SF)	\$ 6,360.00
Steel Girder Lunda Rent (36WF150 - 176' long = 26,400 lbs @ \$0.10/lb)	\$ 2,640.00
Richmond Rod Lunda Rent (1" diameter - 64' long = 133.76 lbs @ \$2.00/lb)	\$ 267.52
Plate Washers & Nuts Lunda Rent (16 each @ \$5.00/EA)	\$ 80.00
Crane Mats Lunda Rent (4' x 26' - 6 EA @ \$125.00/EA)	\$ 750.00
Crane Mobilization (10/15/19)	
Trucking Permit	\$ 600.00
Lowboy (11 hrs @ \$150/hr)	\$ 1,650.00
Drop Deck Semi - Boom Load (5.5 hrs @ \$100.00/hr)	\$ 550.00
Flat Deck Semi - Boom Load (4.5 hrs @ \$100.00/hr)	\$ 450.00
Flat Deck Semi - Boom Load (8.5 hrs @ \$100.00/hr)	\$ 850.00
Material Offsite Handling & Transport	
10/16/19 Yard Staff (8 hrs @ \$70.00/hr)	\$ 560.00
10/16/19 Flat Deck Semi (22 hrs @ \$100.00/hr)	\$ 2,200.00
10/17/19 Weld Shop Fabrication Time (3 hrs @ \$80.00/hr)	\$ 240.00
10/21/19 Flat Deck Semi (6 hrs @ \$100.00/hr)	\$ 600.00
10/22/19 Yard Staff (1hr @ \$70.00/hr)	\$ 70.00
10/22/19 Flat Deck Semi (1hr @ 100.00/hr)	\$ 100.00
10/23/19 Flat Deck Semi (6.5 hrs @ \$100.00/hr)	\$ 650.00
10/29/19 Yard Staff (3 hrs @ \$70.00/hr)	\$ 210.00
10/29/19 Flat Deck Semi (7.5 hrs @ \$100.00/hr)	\$ 750.00
10/30/19 Yard Staff (7.5 hrs @ \$70.00/hr)	\$ 525.00
Per Diem Albin, Michael (5 days @ \$100.00/day)	\$ 500.00
Total Other Expense	\$ 21,913.89

RELYCO, INC.
P.O. BOX 5246
DE PERE, WI 54115

RELYCO PROJ ID# 91918
RELYCO PHASE# 77600-07
Lunda - Temp Sheeting

CTH G Marinette Cty

Cost Type	Task Code	Task Description	Date	Description	Hours	Hour Type	Rate TOTAL	10% rental/ 15% materi	Total Cost
	5 77600-14	Temporary Sheeting	10/15 - 10/29	LUNDA- MATERIALS	1.00	LS	\$ 287.50		\$ 287.50
	5 77600-07	Temporary Sheeting	10/15 - 10/29	LUNDA- LABOR	1.00	LS	\$ 16,386.49		\$ 16,386.49
	5 77600-07	Temporary Sheeting	10/15 - 10/29	LUNDA- EQUIPMENT	1.00	LS	\$ 10,448.76		\$ 10,448.76
	5 77600-07	Temporary Sheeting	10/15 - 10/29	LUNDA- OTHER	1.00	LS	\$ 21,913.89		\$ 21,913.89
									\$ 49,036.64

T

Total Lunda	\$ 49,036.64
Relyco Markup 10%	\$ 1,000.00
Relyco Markup 2%	\$ 780.73
Total Cost for Diversion Channel	\$ 50,817.37

Revised Submittal Sheet - This is a breakdown of work associated for the bedrock costs that NER agreed to pay. These costs will be taken care of through a separate CCO.

LUNDA
CONSTRUCTION CO.

Lunda Construction Company

P.O. Box 669, Black River Falls, WI 54615

ADDITIONAL PAYMENT REQUEST

Date: 11/18/2019

Lunda Job No.: 10898000

TO:

Relyco, Inc.
1195 Scheuring Rd
De Pere, WI 54115

ATTENTION: Brad Ottum
PROJECT: CTH G Culvert Replacemet
LOCATION: Porterfield, WI
Description of Work Performed Temporary Sheeting - Encountered Bed Rock

Gentlemen:

Following is a cost summary of extra work performed on this project:

Total Materials Expense	\$	57.50
Total Labor Expense	\$	4,165.25
Total Equipment Expense	\$	1,756.42
Total Subcontract Expense	\$	-
Total Other Expense	\$	5,862.52

Subtotal \$ 11,841.69

Bond (If Applicable) of 0.00 % of \$ 11,841.69 \$ -

Total (Computation Sheets Attached) \$ 11,841.69

+ 10% 1,184.17

13,025.86

LUNDA CONSTRUCTION COMPANY

Approved By: _____ Approved By: _____

Matt Ternes
NE Region
944 Vanderperren Way
Green Bay, WI 54303

NEA/Relyco Additional Information.
All pages from this page forward are in
response to NER request for
additional information letter dated
3/4/2020

Project I.D 9029-02-71 / 20190409019
Town of Lake, CTH G
CTH E- Spur Road
CTH G
Marinette County

RE: Temporary Water Diversion Claim

Matt,

Please see attached responses for additional information from Northeast Asphalt, Inc. and Relyco, Inc as it pertains to the fore mentioned claim. Also attached is a Modification of Claim based on CCO #6.

Thank you,
Jake Stadler
Northeast Asphalt, Inc

Additional Information Requested (NEA Responses in red)

- Provide superintendent daily reports from Jake Stadler, NEA, from 7/15/19-11/15/19
 - Project started 7/29/19. Does not pertain to the claim in question, please clarify WisDot request for information.
- Provide individual time cards from NEA and Relyco from 7/15/19-11/15/19.
 - Project started 7/29/19. NEA time cards do not pertain to the claim in question, please clarify WisDot request for information. (see Relyco's response attached)
- Provide equipment hourly meter reports from NEA and Relyco equipment from 7/15/19-11/15/19.
 - NEA had no equipment used in claim process, project started 7/29/19, please clarify WisDot request for information. (See Relyco's response attached).
- Detail the caused delay in NEA providing the department a project time frame in writing within 1 month of the execution of the contract as described in article 3 of the special provisions as well as requested in a letter to NEA dated 4/24/19.
 - Article 3 of the special provisions states to provide a project schedule within 1 month of execution of contract but at least 2 weeks prior to preconstruction meeting. The contract was executed on 5/10/19, NEA supplied a project schedule dated 6/28/19, though this is more than a month after the execution of the contract, it is more than 2 weeks prior to the preconstruction meeting (25 days). In addition to the supplied schedule, NEA had discussions with the project engineer within a month of the executed contract in regards to schedule. No additional information will be provided.

Additional Information Requested Continued:

- All additional information does not apply to NEA



P.O. Box 5246 • De Pere, WI 54115-5246
Phone 920-983-9040 • Fax 920-983-9050

March 10, 2020

Jake Stadler, Project Manager
NEA
W 6380 Design Drive
Greenville WI 54942

Re: 9029-02-71 WISC 2019 1796
Tlake, Cth G
Marinette County

Jake,

We are in receipt of WisDOT correspondence addressed to Jon Leach requesting additional information related to the claim submission for the Temporary Water Diversion.

Modification to Claim

- Enclosed is a breakout of the costs associated with the discovery of bedrock while installing the temporary water diversion for the pipes at 167+62. The total cost for this work is 13,025.86. The claim amount related to sheeting is therefore reduced to 37,791.51.

Additional Information Request

- Provide superintendent daily reports from Jake Stadler, NEA
 - Not applicable to Relyco.
- Provide superintendent daily reports from Val Tereshchenko, Relyco
 - Unsure of what specific information is being requested. Please ask WisDOT to clarify the request?

Provide Individual time cards from NEA and Relyco from 7/15/19 to 11/15/19.

- Labor related to the claim has previously been submitted. Please ask WisDOT to clarify the request
- Provide equipment hourly meter reports from NEA and Relyco equipment from 7/15/19 to 11/15/19.

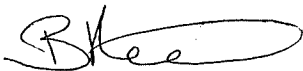
- Equipment charges related to the claim have previously been submitted. Please ask WisDOT to clarify the request.
- Detail what caused the delay in NEA providing the department a project time frame in writing within 1 month of the execution of the contract as described in article 3 of the special provisions as well as requested in a letter to NEA dated 4/24/19.
 - Not applicable to Relyco.
- Detail when overall culvert work started on the project and what caused the difference in starting work from what was detailed on the original schedule.
 - The original schedule showed culvert working beginning on Day 3 and completed on Day 22. In reality, culvert installation should have been shown as beginning on Day 11 with a completion on Day 30. This would have allowed for proper erosion control measures and initial grading operations to have commenced prior to culvert installation. The approved revised schedule submitted on August 27 shows completion of the culvert pipe to occur on Day 34.
 - A review of the working day log shows that the extraordinary rains returned to the state on August 29 and on September 17, your revised schedule again showed the culvert work to be completed on Day 34. The contract log shows that all culverts with the exception of the pipe in question occurred on Day 35.
 - From Day 35 to Day 42, 7 days were charged to the project even though we were unable to perform work on the culvert in question due to the unusually high water flow.
 - With the heavy rains continuing throughout September, and our continued monitoring of the heavy flows at Mud Creek, the revised schedule of Oct 7 (Day 42) showed completion of the culverts on Day 49.5.
 - On Day 41, with time becoming critical, we requested that contract items be added that would control the heavy flows while installing the pipe at 167+62. Our request was denied and we informed WisDOT that we would be monitoring our costs for a potential claim submission.
 - Construction of the temporary diversion channel began on Day 43 and was completed on Day 45. Lunda mobilized and began installing sheeting on Day 45 and immediately encountered unknown bedrock further causing a delay of 5 calendar days.
 - From October 17th – October 20th, Lunda mobilized the whaler system from Black River Falls and on Day 46-48 installed the additional tight sheets that we hoped would divert the flow into the diversion channel and away from the work zone.
 - On Day 47, it became apparent to project staff, that the reduced and limited R/W would not sufficiently handle the heavy flow. On Day 48, WisDOT obtained limited temporary easements that allowed us to properly divert Mud Creek away from the work zone.
 - On Day 50, we began installation of the pipe and completed the task on Day 52.
 - Because of the extraordinary effort to control Mud Creek, 6 working days were charged to install the diversion channel and sheeting. We believe those days should be added to the original 55 days shown on the contract.
 - In summary, a review of the log shows:
 - Revised schedule #1 showed completion on Day 34
 - All culverts except for the culvert in question were completed on Day 35.

- 7 days were charged to the project, even though we were unable to work on the culvert at Sta 167+62. (Days 35-42)
 - 6 days were charged to the project to install the unanticipated devices to control the flow. (Days 43-48)
 - Please note that in 2019 the state experienced extraordinarily wet weather throughout the entire year, the only exception being the first 3 weeks in August. Even though a brief window occurred, it simply did not allow all the work on a 55 working day contract to occur in 15 days. This and all the points mentioned above are our response to WisDOT's request for details regarding the schedule.
 - Attached is our log of activities by day with notes.
- Detail how many calendar days passed between completion of the previous cross culvert work prior to starting the culvert in question.
 - 13 calendar days and 7 working days (See previous question)
- Detail notes from conversations with locals and site visit that is detailed in bullet #4 of the claim submittal.
 - One of our foremen, Jim Reymont, has lived in the area for the last 6 years and vacationed in the area for many years prior. He is familiar with both Gravelly Brook and Mud Brook and told us that during a normal year, both creeks slow down to a trickle during late summer.
 - Our pipe estimator, Shane Peters made a site visit on March 28, 2019. His observation of the site during the normal snow melt along with Jim Reymont's opinion that the creeks would slow to a trickle during late summer, led us to believe that the installation of the culvert could be done with the use of bypass pumping to control the flow of mud brook.
 - Standard Spec 102.5 contains the following language; *"conditions the bidder will encounter in performing the work that the bidder could determine by walking the site."* (See attached copy of 102.5)
 - Attached are 3 photos of the creek at the approx. same location.
 - March 28- Prebid site visit during snow melt
 - Aug 13- Water is receding, but would like to see it a bit lower
 - Oct 8- After substantial fall rains, water is higher than at time of prebid site visit.
- Detail contractor costs for temporary water diversion efforts as described on the original approved ECIP.
 - We anticipated being able to control the flow of water with a combination of:

▪ 3" Electric Submersibles	750.00
▪ 6" Pump (Backup)	1,000.00
▪ 3x3 Stone Bags	2,000.00
▪ Labor	1,500.00
▪ Misc	1,000.00
- Detail why temporary culverts were utilized instead of an open channel for the water diversion.

- Because materials needed to be delivered to each side of the culvert, both sides needed clear access for those deliveries to be made to the immediate work area.
- Detail contractor estimate for Mud Creek flow and velocity at:
 - Time of Bid: Not sure what WisDOT is asking. Please clarify.
 - Time of Construction: Not sure what WisDOT is asking. Please clarify.
- As typical encountered, weather events can cause a fluctuation in water flows at culvert locations. If applicable, please detail spec language that indicates weather events and subsequent fluctuations in water flows are compensable.
 - Standard Spec 104.2.2 mentions two differing site conditions. 104.2.2.2(1) says *"An unknown physical condition of an unusual nature, differing materially....."*. We maintain that the conditions encountered were of an unusual nature and differed materially from what we could reasonably expect during the site review as identified in Spec 102..... In fact, the flows in late August were heavier than the snow melt period in late March. 104.2.2 allows for change orders to be granted as compensation. See attached photos.
- SPV.0090.01- Culvert Pipe Reinforced Concrete Pipe Arch Class III 72x115-inch describes that the department will pay for work under this item as specified in 522.5. Standard spec 522.5 states payment will be as specified in 520.5. Standard spec 520.50 details payment includes dewatering and maintaining drainage. Please detail how dewatering and maintaining drainage qualifies under 104.2.2 or 104.2.2.4.
 - Standard Spec 104.2.2 mentions two differing site conditions. 104.2.2.2(1) says *"An unknown physical condition of an unusual nature, differing materially....."*. We maintain that the conditions encountered were of an unusual nature and differed materially than what we could reasonably expect during site review as identified in Spec 102..... In fact, the flows in late August were heavier than the snow melt period in late March.
 - Standard Spec 104.2.2.4.2 says *"the department will adjust the contract if the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction"* In this case, adding 6 lf of pipe to each run may seem slight, but when coupled with fact that it reduced the available R/W by 20%, it became insurmountable when trying to control the substantial flow. So much so, that WisDOT found it necessary to obtain private easements from adjacent property owners in order to direct Mud Creek to the temporary diversion channel. This clearly demonstrates altered work.

Respectfully,



Bradley A Ottum, President

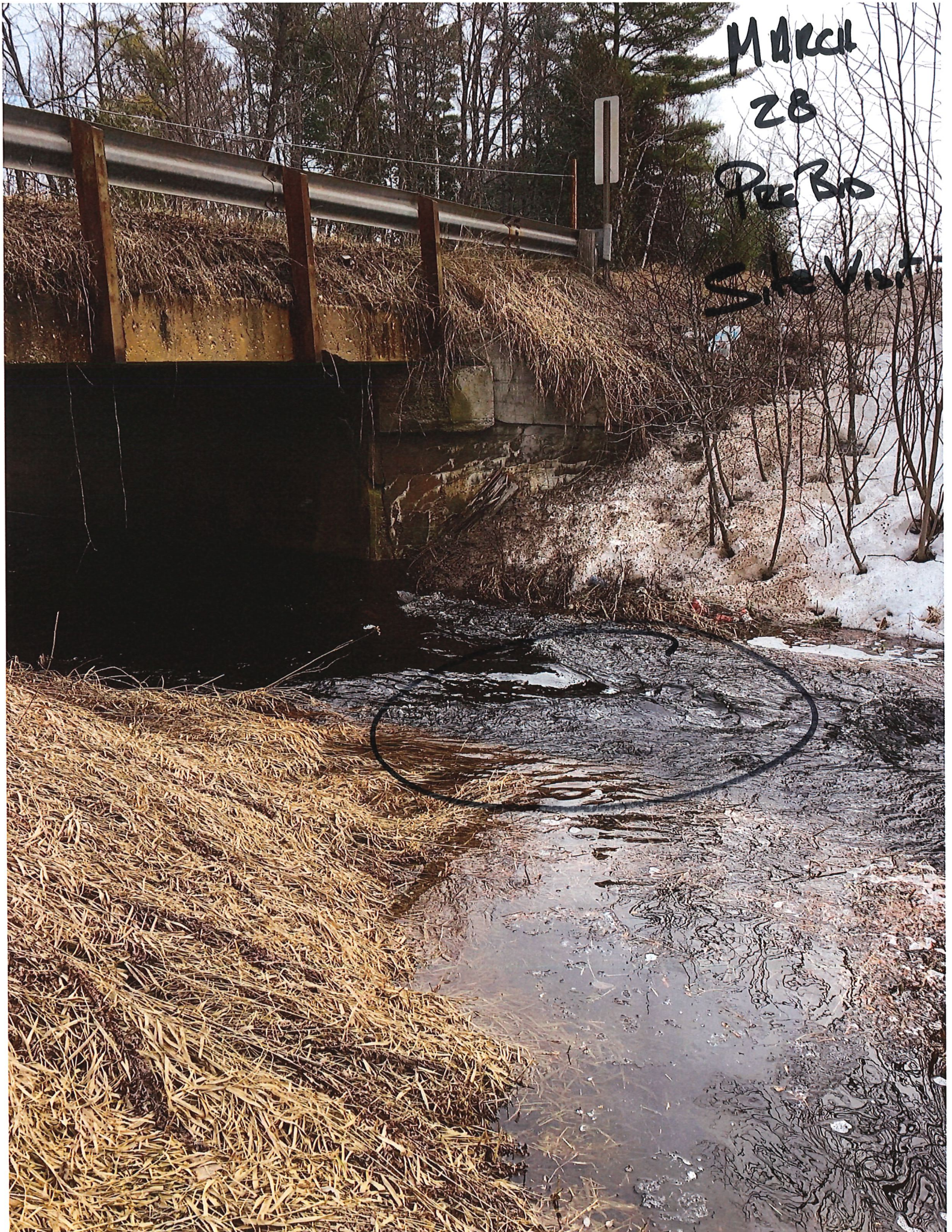
Cc: File 91918 CTH G Marinette County/ Claim

March

28

Free Bio

Site Visit





lowest level
Aug 13

Peñ Placemnt

Oct 8



1. The prospective bidder has been suspended or debarred from bidding on department contracts under Trans 504 of the Wisconsin administrative code.
2. The prospective bidder does not supply, on the department's request for proposal form, the required information on all incomplete work.

102.4 Interpreting Bid Proposal Quantities

- (1) Submit unit bid prices for the estimated quantities as given in the schedule of items. These quantities are approximate and the department only uses them for the comparison of bids. Do not plead misunderstanding or deception because of these quantities as to the character, location, or other conditions pertaining to the work.
- (2) The department will only pay the contractor for the actual quantities of the work performed or materials furnished under the contract. The department may increase or decrease the contractor's scheduled quantities of work as provided in 109.3 without invalidating the bid prices.

102.5 Examining Contract Documents and Work Site

- (1) Carefully examine the contract documents and perform a reasonable site investigation before submitting a proposal. Submitting a proposal is an affirmative statement that the bidder has examined the contract documents, investigated the site, and is satisfied as to the character, quality, quantities, and the conditions the bidder will encounter in performing the work that the bidder could determine by walking the project site. A reasonable site investigation also includes investigating borrow sites, hauling routes, and all other locations related to the performance of the work.
- (2) Before the department's execution of the contract, obtain a permit from the department before performing excavations, borings, or other activities within the highway right-of-way. Obtain the necessary permit request forms from the region operations engineer.
- (3) The department may include in the contract documents, or make available for the bidder's review at the department's region or other offices, one or more of the following:
 1. As built drawings.
 2. Available information relative to subsurface exploration, borings, soundings, water levels, elevations, or profiles.
 3. The results of other preliminary investigations.
- (4) The department provides information under 102.5(3) for the bidder's general knowledge only. This information is not a substitute for the bidder's own investigation, interpretation, or judgment. The information provided applies only to the locations and at the times indicated.

102.6 Preparing the Proposal

- (1) Submit completed proposals on the department's bidding proposal described in 102.2. Submit legible information only. Write everything in ink, by typewriter, or by computer-controlled printer. Provide all dollar amounts in dollars and cents, in numerals. Attach all addenda to the submitted proposal.
- (2) Properly execute the proposal. Place the required signatures, in ink, in the space provided on the bidding proposal as indicated below:

ENTITY SUBMITTING PROPOSAL

REQUIRED SIGNATURE

Individual	The individual or a duly authorized agent.
Partnership	A partner or a duly authorized agent.
Joint venture	A member or a duly authorized agent of at least one of the joint venture firms.
Corporation	An authorized officer or duly authorized agent of the corporation. Also show the name of the state chartering that corporation and affix the corporate seal.
Limited liability company	A manager, a member, or a duly authorized agent.

- (3) Instead of using the schedule of items provided on the department's bidding proposal, the bidder may submit a substitute schedule with the proposal. Use a format for the substitute schedule conforming to the department's guidelines for approval of a bidder-generated schedule of items. Obtain the department's written approval before using a substitute schedule.
- (4) Provide a unit price for each bid item listed in the schedule of items. Calculate and show, in the bid amount column, the products of the respective unit prices and quantities. For a lump sum bid item, show the same price in the unit price column and in the bid amount column pertaining to that bid item. Show the total bid obtained by adding the values entered in the bid amount column for the listed bid items.

Bradley Ottum

Lunda - Breakout Costs

From: Matt Spindler <mspindler@reiengineering.com>
Sent: Monday, December 16, 2019 9:01 AM
To: Bradley Ottum
Cc: Jake Stadler
Subject: RE: Lunda T&M

Encountered Bedrock

Brad,

I feel that the total labor hours, equipment, and materials appears to be acceptable for what was submitted with regards to the work that was performed by Relyco/Lunda.

Thank you,

Matthew Spindler

Project Engineer
Mobile: 715.574.1548

From: Bradley Ottum <brado@relycoinc.com>
Sent: Wednesday, December 4, 2019 11:07 AM
To: Matt Spindler <mspindler@reiengineering.com>
Cc: Jake Stadler <jstadler@neasphalt.com>
Subject: RE: Lunda T&M

Matt....

Joe Quist mentioned that he had a conversation with you to clarify your questions below.

Do you now have a better understanding of the charges?

If you need anything else, please let me know.

Thanks

Bradley A Ottum, President
Relyco, Inc

P-920-983-9040
F-920-983-9050
C-920-621-5926

From: Matt Spindler <mspindler@reiengineering.com>
Sent: Tuesday, November 26, 2019 9:37 AM
To: Bradley Ottum <brado@relycoinc.com>
Cc: Jake Stadler <jstadler@neasphalt.com>
Subject: RE: Lunda T&M

Brad,

After brief review of the submitted Lunda costs, I have the following comments before I go into further detail of the reports:

Attachment: Lunda-Install Sheeting

1. Does this submittal include all time and materials that Relyco feels would be warranted towards their claim?

Attachment: Lunda – T&M Detail (Breakout for Bedrock)

2. Time is included on this submittal for the dates of 10/15 and 10/16. Bedrock was not discovered until 10/16. Are these the correct dates/hours of work.
3. Similar time/material/equipment appear on both submittals. Did these items not get broken apart between the separate issues of installing the sheeting and the additional costs associated with encountering the bedrock?

Thank you,

Matthew Spindler

Project Engineer

Mobile: 715.574.1548

From: Bradley Ottum <brado@relycoinc.com>

Sent: Wednesday, November 20, 2019 10:24 AM

To: Matt Spindler <msspindler@reiengineering.com>

Cc: 'Jacob Stadler' <jstadler@neasphalt.com>

Subject: Lunda T&M

Matt...

Attached is the T&M submittal we have received from Lunda for the Sheeting install.. Can you make sure these match your records, as we will be including them with the claim submission to follow. I would like any adjustments prior to the claim submittal.

I have asked Lunda to break the amount they consider extra for the short sheets installed after the unknown bed rock was encountered and will forward that once I get it.

Thanks.

Bradley A Ottum, President

Relyco, Inc

P-920-983-9040

F-920-983-9050

C-920-621-5926



Lunda Construction Company

P.O. Box 669, Black River Falls, WI 54615

ADDITIONAL PAYMENT REQUEST

Date: 11/18/2019

Lunda Job No.: 10898000

TO:

Relyco, Inc.
1195 Scheuring Rd
De Pere, WI 54115

ATTENTION: Brad Ottum
PROJECT: CTH G Culvert Replacemet
LOCATION: Porterfield, WI
Description of Work Performed Temporary Sheetting - Encountered Bed Rock

Gentlemen:

Following is a cost summary of extra work performed on this project:

Total Materials Expense	\$	57.50
Total Labor Expense	\$	4,165.25
Total Equipment Expense	\$	1,756.42
Total Subcontract Expense	\$	-
Total Other Expense	\$	5,862.52

Subtotal \$ 11,841.69

Bond (If Applicable) of 0.00 % of \$ 11,841.69 \$ -

Total (Computation Sheets Attached) \$ 11,841.69

+ 10% 1,184.17

13,025.86

LUNDA CONSTRUCTION COMPANY

Approved By: _____ Approved By: _____

LUNDA **Lunda Construction Company**
CONSTRUCTION CO. **Materials Expense**

Materials Expense

Lunda Job No.: 10898000

[illegible]

				Subtotal Materials	\$	50.00	
Plus		% of	\$	50.00	for Tax	\$	-
				New Subtotal Materials	\$	50.00	
Plus	15	% of	\$	50.00	for Overhead and Profit	\$	7.50
				Total Materials	\$	57.50	

AFFIDAVIT (If Applicable)

This is to certify that the material entered on this extra bill were taken from stock and are shown at our cost.

LUNDA CONSTRUCTION COMPANY

Subscribed and sworn to before this _____ day of _____ 20____

My commission expires _____, _____
Notary Public

Notary Public

Labor Expense (Page 1 of 2)

Lunda Job No.: 10898000

[illegible]

Date: 11/18/2019
Lunda Job No.: 10898000

LUNDA Lunda Construction Company

CONSTRUCTION CO. Labor Expense Page 2 of 2

Total Wages from Page 1 \$ 1,618.52

FRINGE BENEFITS				
Laborers	11.00	hours at	\$ 17.63	= \$ 193.93
Operators	13.32	hours at	\$ 23.40	= \$ 311.69
Carpenters	12.00	hours at	\$ 21.23	= \$ 254.76
Cement Masons	0.00	hours at		= \$ -
Iron Workers	0.00	hours at		= \$ -
Teamsters	0.00	hours at		= \$ -
Shop	0.00	hours at		= \$ -
Subsistence (Travel)		days at		= \$ -
Total Fringe Benefits				\$ 760.38
Total Wages plus Fringe Benefits				\$ 2,378.90

COMPUTATION

		Total Wages plus Fringe Benefits		\$	2,378.90
Plus	<u>35</u>	% of	\$ 2,378.90	for Overhead and Profit	\$ 832.62
		Subtotal - Total Wages, Fringe Benefits, Overhead and Profit			
				\$	3,211.52
Plus Payroll Additives:					
Workers Compensation Insurance	<u>20.88</u>	% of	\$ 1,436.36	=	\$ 299.91
		(S.T. Wages, Pg. 1)			
Public Liability & Property Damage Insurance, excluding payroll of Truck Drivers	<u>13.91</u>	% of	\$ 1,618.52	=	\$ 225.14
		(Total Wages, Pg. 1)			
Federal Unemployment Compensation Tax	<u>0.60</u>	% of	\$ 1,618.52	=	\$ 9.71
		(Total Wages, Pg. 1)			
State Unemployment Compensation Tax	<u>10.55</u>	% of	\$ 1,618.52	=	\$ 170.75
		(Total Wages, Pg. 1)			
Social Security Tax	<u>7.65</u>	% of	\$ 1,618.52	=	\$ 123.82
		(Total Wages, Pg. 1)			
Total Payroll Additives				\$	829.33
Plus	<u>15</u>	% of	\$ 829.33	for Overhead and Profit	\$ 124.40
		(Payroll Additives)			
Total Labor Expense				\$	4,165.25

I hereby certify that the above statement is a copy of that portion of the payroll which applies to the above stated work and that rates shown for taxes and insurance are actual costs.

LUNDA CONSTRUCTION COMPANY

Equipment Expense

Date: 11/18/2019
Lunda Job No.: 10898000

[illegible]

Total Equipment Expense \$ 1,756.42

LUNDA
CONSTRUCTION CO.

Lunda Construction Company
Other Expense

Date: 11/18/2019
Lunda Job No.: 10898000

Item	Amount
Steel Girder Lunda Rent (36WF150 - 176' long = 26,400 lbs @ \$0.10/lb)	\$ 2,640.00
Richmond Rod Lunda Rent (1" diameter - 64' long = 133.76 lbs @ \$2.00/lb)	\$ 267.52
Plate Washers & Nuts Lunda Rent (16 each @ \$5.00/EA)	\$ 80.00
Material Offsite Handling & Transport	
10/17/19 Weld Shop Fabrication Time (3 hrs @ \$80.00/hr)	\$ 240.00
10/21/19 Flat Deck Semi (3 hrs @ \$100.00/hr)	\$ 300.00
10/22/19 Flat Deck Semi (1hr @ 100.00/hr)	\$ 100.00
10/23/19 Flat Deck Semi (6.5 hrs @ \$100.00/hr)	\$ 650.00
10/29/19 Yard Staff (3 hrs @ \$70.00/hr)	\$ 210.00
10/29/19 Flat Deck Semi (7.5 hrs @ \$100.00/hr)	\$ 750.00
10/30/19 Yard Staff (7.5 hrs @ \$70.00/hr)	\$ 525.00
Per Diem Albin, Michael (1 days @ \$100.00/day)	\$ 100.00

Total Other Expense \$ 5,862.52

RELYCO, INC.
P.O. BOX 5246
DE PERE, WI 54115

RELYCO PROJ ID# 91918
RELYCO PHASE# 77600-07
Lunda - Temp Sheeting

CTH G Marinette City

Cost Type	Task Code	Task Description	Date	Description	Hours	Hour Type	Rate TOTAL	10% rental/ 15% materi	Total Cost
5 77600-14	5 77600-07	Temporary Sheeting	10/15 - 10/29	LUNDA- MATERIALS	1.00	LS	\$ 287.50		\$ 287.50
5 77600-07	5 77600-07	Temporary Sheeting	10/15 - 10/29	LUNDA- LABOR	1.00	LS	\$ 16,386.49		\$ 16,386.49
5 77600-07	5 77600-07	Temporary Sheeting	10/15 - 10/29	LUNDA- EQUIPMENT	1.00	LS	\$ 10,448.76		\$ 10,448.76
5 77600-07	5 77600-07	Temporary Sheeting	10/15 - 10/29	LUNDA- OTHER	1.00	LS	\$ 21,913.89		\$ 21,913.89
									\$ 49,036.64

T

Total Lunda
Relco Markup 10%
Relco Markup 2%

\$ 49,036.64
\$ 1,000.00
\$ 780.73

Total Cost for Diversion Channel \$ 50,817.37

Total Lunda

50,817.37

Barrock

13,025.86

CLAIM
Amount

37,791.51