

September 25, 2026

Kevin A. Boehm, CRP, CPSI, CPO, *Director of Parks, Recreation and Facilities*

City of Whitewater

312 W. Whitewater Street

Whitewater, WI 53190

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BIRGE FOUNTAIN CONDITIONS ASSESSMENT / WHITEWATER, WISCONSIN

Proposal Version 1 (26-0172-001.01)

Dear Kevin,

EverGreene Architectural Arts (“EverGreene”) is pleased to provide this proposal to the City of Whitewater (“Client”) for the conservation conditions assessment work associated with the Birge Fountain in Flat Iron Park.

Basis of Scope

This proposal is based on the project information available at the time of pricing. This includes:

- Client direction via email (08/11/2026) and photos from (09/03/2026)
- Review of previous conditions assessments completed by others (05/19/2017)

Services beyond those listed under “Scope of Work” are excluded from the base scope price within this proposal or presented within a new proposal for your consideration.

Existing Conditions

Previous assessments and photographic documentation identified deterioration across the fountain’s cast iron, bronze, concrete, coatings, finishes, and associated components. Exterior coatings on the cast iron elements show wear, while extensive corrosion on uncoated interior surfaces indicates active deterioration from within. Bronze sculptural elements exhibit green, blue, and reddish corrosion products, along with areas of finish loss. The Client has also indicated that the concrete basin is approaching the end of its anticipated service life and may require future maintenance or replacement.

Project Approach

EverGreene will perform a limited assessment of accessible areas of the Birge Fountain’s cast iron, bronze, concrete, coatings, and finishes to document current conditions, characterize deterioration, and identify conservation needs. Based on the findings, EverGreene will develop treatment recommendations, establish priorities for intervention, and provide pricing for project implementation.



Fig. 1: The Birge Fountain visible from the side



Fig. 2: Interior corrosion of the Birge Fountain

SCOPE OF WORK

Base Scope Item 1: Onsite Conditions Assessment

- Mobilize to the project site and coordinate with lift company to set up articulating lift for access.
- Perform visual and hands-on examination of accessible exterior and interior fountain surfaces, including cast iron, cast bronze, concrete, visible connections, previous repairs, coatings, and other accessible component surfaces to assess current conditions and characterize the extent and severity of observed deterioration.
 - Photograph and document observed corrosion, material loss, cracking, deformation, coating failure, previous repairs, deterioration at connections, and other visible conditions.
- Evaluate accessible surfaces and connections to inform anticipated conservation means and methods for potential disassembly, treatment, and reinstallation.
- Perform selective cleaning tests at representative areas to evaluate potential methods for reducing staining, mineral deposits, corrosion products, and other surface accretions.
 - Testing will be limited to small representative areas and is intended to inform future treatment recommendations.

Deliverables

- Proposed treatment plan identifying methods, materials, equipment, protection, staging, and safety considerations.
- Conditions assessment report with written and photographic documentation of observed conditions, and results of cleaning tests.
- Pricing for implementation of the recommended conservation treatments.

ASSUMPTIONS

Work by Others

- “Project Execution Requirements” identified as the responsibility of Others within this proposal will be maintained through the duration of EverGreene’s work.
- Client shall obtain required municipal permits or approvals, if any, and provide any public pedestrian controls, barricades, or site restrictions required by the City prior to EverGreene’s mobilization.

Scope Assumptions

- Work will take place during one continuous mobilization to site with uninterrupted access to areas of work.
- Assumes Client will turn off the water feature and drain the fountain prior to EverGreene’s mobilization to site.
- EverGreene will provide access via an articulating boom lift, which will be driven on the lawn surrounding the Birge Fountain as directed by the Client via email dated 09/21/2026. EverGreene will provide temporary ground protection for lift access across the lawn.
- Areas of work surveyed using photographs, drawings, or non-tactile methods may contain hidden or latent conditions which could affect scope, schedule, and pricing.

Scope Exclusions

- The scope of work and pricing included in this proposal are limited to the work specifically identified herein.
- Engineering services, structural evaluation or repairs, and evaluation or testing of the functionality or operation of the fountain’s plumbing, mechanical, or electrical systems.
- Hazardous-material testing, abatement, removal, remediation, and disposal are excluded from EverGreene’s scope.
- Lawn and/or landscape restoration.

PROJECT EXECUTION REQUIREMENTS

Specialty Materials

- Cleaning or treatment testing will be performed only where environmental conditions are suitable for the materials and methods being evaluated. Conservation treatments can only be applied in temperatures between 50 – 90 degrees Fahrenheit with humidity levels between 30 – 70%.
- Finished work:
 - Any cleaning tests performed during the assessment will be limited investigative tests intended to evaluate potential future treatment approaches. Test areas will not constitute complete conservation treatment or finish restoration.
 - Conservation treatments are intended to stabilize and visually integrate areas of deterioration while preserving historic material. Evidence of age and previous repairs may remain visible.

Access to Areas of Work

Final access arrangements must be confirmed before site mobilization. If access owned by Others is delayed or determined to be inadequate, EverGreene's mobilization may be delayed and incur general conditions costs. EverGreene requires safe, ladder-free OSHA-compliant access suitable for hands-on assessment and testing.

Phase / Area	Access Type	Owned By
Base Scope	Articulating Boom Lift	EverGreene

Utilities and Site Setup

- EverGreene requests a dedicated 15 – 20 amp breaker for the duration of our work. Temporary power adequate for EverGreene's tools, task lighting, and equipment shall be provided by others within reasonable proximity to the work areas unless specifically included in EverGreene's scope.
- We assume the use of Client's debris container for onsite disposal. Minis will be provided at areas of work for emptying by Others.
- Material and equipment deliveries will be brought to site from the North Street parking lot in front of the Community Arts Center at 384-398 W North Street. Deliveries will take place during normal working hours.
- EverGreene will be provided a laydown space on site for tools, materials, and equipment.

Project Schedule and Working Hours

Pricing assumes regular working hours, Monday-Friday, 7:00 AM-3:30 PM. Off-hours, weekends, holiday, and overtime work is excluded.

EverGreene's ability to meet overall project deadlines and schedule is reliant on the fountain being drained prior to EverGreene's mobilization and uninterrupted access to the work area for our work to be executed in a timely manner. Delays, out of sequence work, loss of productivity, trade damage, overtime requirements, or extended project duration caused by Others may require adjustment of contract price and schedule.

Assessment findings, treatment recommendations, and implementation pricing will be submitted within approximately 4-6 weeks following completion of the site assessment.

Phase / Area	Duration
Base Scope Item 1: Onsite Conditions Assessment	NTE 4 days on site

PRICING AND PRICE TERMS

Base Scope Item	Price
Base Scope Item 1: Onsite Conditions Assessment	\$33,110.00
Deliverables	\$5,340.00
Subtotal – Base Scope	\$38,450.00

Price above excludes any applicable taxes (sales tax, use tax, etc.). Any applicable taxes will be added to invoices unless a valid tax-exemption certificate or capital improvement certificate is provided to EverGreene. Pricing is valid for 30 calendar days from the proposal date unless otherwise noted.

Hourly Labor Rates for Added Scope

The following rates apply to approved time-and-materials work not priced at the time of this proposal. Formal change orders may be required for changes affecting cost, schedule, or scope. The rates below are good through 2026; they exclude travel and housing. Work outside the approved scope requires written authorization by Client and EverGreene.

Labor	Regular Time	Overtime	Premium Time
Conservation Manager	\$195.00	\$292.50	\$97.50
Senior Conservator	\$185.00	\$277.50	\$92.50
Conservator	\$165.00	\$247.50	\$82.50
Conservation Technician	\$125.00	\$187.50	\$62.50
Senior Project Manager	\$180.00	\$270.00	\$90.00
Project Manager	\$150.00	\$225.00	\$75.00
Project Administrator	\$85.00	Not Applicable	Not Applicable
Craftsperson	\$170.00	\$255.00	\$85.00

Payment Terms

- 25% deposit due upon contract; balance invoiced monthly based on percent complete.
- Payment is due upon receipt of invoice unless otherwise agreed in writing. Unpaid balances more than 30 days past the invoice date are subject to a finance charge of 1.5% per month / 18% annually.
- A general 10% owner/client contingency is recommended for unforeseen conditions. This is not a fee charged by EverGreene.
- Material, labor, fuel, freight, tariff, and equipment cost escalation occurring after the date of this proposal and outside EverGreene's control may require equitable adjustment to contract value.
- No retainage shall apply.

Price Inclusions

- Labor and materials for EverGreene's scope of work.
- Insurance coverage as typically carried on EverGreene projects. EverGreene can provide a sample COI for your approval upon request.
- Travel and housing as required by the location of the project.

Price Exclusions

- Any applicable tax is excluded from the price above and will be calculated and added onto EverGreene's invoice(s).
- Tariffs, surcharges, or fees imposed after the proposal date are excluded and may be added with supporting documentation.
- Prevailing wage labor, certified payroll, union, etc. is excluded.
- Additional mobilizations to site, overtime, second shifts, or extended work hours required to accelerate or recover schedule due to delays or constraints outside EverGreene's control.

QUALIFICATIONS

Past Projects

EverGreene's experience assessing and conserving historic metal fountains directly informs our approach to the Birge Fountain's combination of cast iron, bronze, concrete, and historic finishes.

- [Oak Bluffs Soldiers' Memorial Fountain- Martha's Vineyard, Massachusetts](#)
- [Jacob Wrey Mould Fountain- New York, New York](#)
- [The Bailey Fountain Grand Army Plaza- New York, New York](#)
- [J. W. Fiske Company Fountain- Atherton, California](#)
- [Pietro Tacca Fountain- Washington D.C.](#)
- Additional project examples can be found on our website: <http://www.evergreene.com/search>

Project Team

The proposed project team includes dedicated project management, field supervision, conservators, artisans, and specialty craft personnel experienced in restoration and preservation work of similar complexity and scale.

ADDITIONAL NOTES

Preconstruction Services

EverGreene offers a variety of services to support project development. Value-engineering, historic finishes investigation, probes, mockup, documentation, and project planning services are available upon request.

Disclaimer

EverGreene Architectural Arts, Inc. is not a licensed professional design firm. Reports, surveys, observations, recommendations, renderings, models, mockups, sketches, drawings, and related materials are for reference only and may not be used for construction, permitting, or code compliance unless reviewed, signed, and sealed by the licensed design professional of record. If these materials are shared with third parties, this disclaimer must be included.

NEXT STEPS

To proceed with this proposal in the amount of **\$38,450.00**, please provide:

- A draft subcontractor agreement and copy of the prime contract, if applicable.
- Tax-exempt or capital improvement certificate, if applicable.
- A signed copy of this proposal with initials on each page, including attached Terms and Conditions.
- Initial deposit of **\$9,612.50**. The balance will be billed monthly by percentage complete. Electronic bank transfer is preferred; details will be provided upon contract execution.

Work will be scheduled by mutual agreement after receipt of a signed contract or proposal. We welcome the opportunity to bring our expertise to the Birge Fountain and are confident in our ability to deliver exceptional results. Please note that EverGreene will only schedule work when a contract is fully executed.

Please don't hesitate to contact Jaime Carpenter at jcarpenter@evergreene.com or 330-423-3051, or Tara Ritz at tritz@evergreene.com or 973-590-0969 to discuss this proposal in more detail or to take the next steps.

Client Initials: _____

Best regards,



Jaime Carpenter, Business Development
Executive

Sarah Kloze, Vice President

Kevin Boehm, *Director of Parks,
Recreation, and Facilities*

Date Signed

This proposal is subject to EverGreene Terms and Conditions, attached.

This proposal contains proprietary information prepared and copyright by EverGreene Architectural Arts, Inc. (EAA). This proprietary information is submitted solely for the purpose of evaluating the proposal and it is understood and agreed that this information shall be kept confidential. Clients or Contractors may reference this material ONLY with prior written consent of EAA. Any use of this information by Clients or Contractors implies their agreement that they intend to engage EAA in the proposed work. Such proprietary information is submitted with the understanding that it will not be disclosed to others or used in a manner detrimental to the interests of the bidder. EAA will aggressively pursue damages if this proposal is used to bid shop or advance the interests of parties other than the bidder. This proposal and all enclosures are returnable to the bidder upon request.

STANDARD TERMS AND CONDITIONS

1. General

These Standard Terms and Conditions, together with the attached proposal, constitute the Agreement between EverGreene and Client to perform basic or additional services.

2. Indemnification

To the fullest extent permitted by law, the Client shall defend, indemnify and hold harmless EverGreene, its officers, directors, agents and employees from any claims, damages, losses, causes of action, legal or administrative proceedings, costs and reasonable attorneys' fees for bodily injury, death or damage to or destruction of tangible property) to the extent caused by the negligent acts, errors or omissions of Client, its officers, employees, agents, independent contractors or consultants, except that Client shall have no duty to indemnify EverGreene for EverGreene's own negligence or willful misconduct. This clause shall not have the effect of extending the time period within which a claim must otherwise commence under the applicable statutes of limitations or repose. This agreement to indemnify and defend shall survive the termination, expiration or completion of this Agreement.

3. Suspension of Work and Termination

If Client fails to make payment to EverGreene in accordance with this Agreement, such failure shall be considered substantial non-performance and cause for termination or, at EverGreene's option, cause for suspension of its work under this Agreement. If EverGreene elects suspension, EverGreene shall give seven (7) days' written notice to Client before suspending work. In the event of a suspension of work, EverGreene shall have no liability to Client for damages for delay, lost profits or loss of use. Before resuming work, EverGreene shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of its work. EverGreene's fees for the remaining services and the time schedules shall be equitably adjusted.

4. Limitation of Liability

To the fullest extent permitted by law, the Client agrees to limit the liability of EverGreene to the Client for any and all claims, causes of action, losses, costs, expenses (including attorneys' fees and expenses), damages of any nature whatsoever, and claims expenses from any and all causes, arising out of, resulting from or in any way related to breach of contract by, or negligent acts, errors or omissions of, EverGreene and its subcontractors, so that the total aggregate liability of EverGreene shall not exceed the fee earned by, or paid to, EverGreene (whichever is less). It is intended that this limitation applies to any and all liability or cause of action described herein, regardless of the legal theory alleged unless otherwise prohibited by law.

5. Waiver of Consequential Damages

Client and EverGreene each waive claims as against the other for consequential, indirect or special damages arising out of or relating to this Agreement, including but not limited to loss of use, lost profit, lost opportunity costs, or claims for delay, impact or disruption damages made by Client or any third parties. This mutual waiver is applicable, without limitation, to all consequential damages due to the termination of this Agreement.

6. No Responsibility for Third Parties

EverGreene shall not be responsible for the acts or omissions of the Client, Owner, Contractor, Consultants, Subcontractors, agents or employees of any of them, or other persons performing any of the Work. EverGreene shall not be responsible for a Contractor's or Subcontractor's schedule or failure to carry out the Work in accordance with the Contract Documents.

7. Waiver of Damages Covered by Property Insurance

To the extent damages are covered by property insurance, Client and EverGreene waive all rights against each other and their respective officers, directors, agents and employees for damages, except such rights as they might have to the proceeds of such insurance.

8. Warranty

EverGreene warrants the work performed within the requirements of the contract documents for one year. All defects occurring within that

period shall be corrected at no cost to Client. This warranty excludes damage caused by fire, smoke, extraordinary weather, water damage, excessive humidity/condensation, natural catastrophe, abuse, modification, improper or insufficient maintenance, improper operation, or normal wear and tear.

9. Existing Conditions

An initial site visit will be performed to assess existing conditions. This visual assessment will not include any destructive testing, opening of concealed areas, probes, soundings or other exploratory or investigative measures unless requested by Client as an additional service. If the observed existing conditions vary from those depicted in the bid documents ("Changed Conditions"), we will promptly notify you in writing of the Changed Conditions and the estimated impact on scope, schedule and price.

10. No Withholding of Payment

Payments to EverGreene shall not be withheld, postponed or made contingent on the construction, completion, acceptance or success of the project or upon Client's receipt of off-setting reimbursement or credit from other parties who may have caused delays, necessitated additional services, increased expenses or delayed completion of the Work or the Project. No withholdings, deductions or offsets shall be made from EverGreene's compensation for any reason unless EverGreene has been found to be legally liable for such amounts in a binding dispute resolution proceeding.

11. Entire Agreement

This Agreement, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent that they have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever prior to the execution of this Agreement.

12. No Third-Party Rights

Nothing in this Agreement shall be construed to give any person other than Client and EverGreene any legal or equitable right, remedy or claim under this Agreement. This Agreement represents the entire and integrated agreement and supersedes all prior negotiations, representations or agreements, either written or oral.

13. Force Majeure

Neither party to this Agreement will be liable to the other party for delays in performing the work, or for direct or indirect costs resulting from such delays that may result from labor strikes or disharmony, riots, acts of war or terrorism, acts of governmental authorities, contagion or communicable disease, epidemic or pandemic, extraordinary weather conditions or other circumstances beyond the reasonable control or contemplation of either party.

14. Severability

If any of these Terms and Conditions are adjudicated in a court of competent jurisdiction and determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect and remain binding upon the parties.

15. Survival

These Terms and Conditions shall survive the completion of EverGreene's work on this Project and the termination of this Agreement for any reason.

16. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the state where the project is located without giving effect to principles of conflicts of law.

17. Photography

Unless restricted by contract, EverGreene may use professional photographs of its work for promotional purposes. Copyright is not transferred and resale or third-party use is not permitted.