



Lake Geneva Utility Commission

Dennis Lyon, President
Josh Gajewski, Utility Director
Jeff Ecklund, Water Superintendent
Ken Bauman, Wastewater Superintendent

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Regular Lake Geneva Utility Commission Meeting
Wednesday February 19, 2020 4:00 PM
Conference Room 2A, City Hall – 626 Geneva Street

Agenda

1. Call Meeting to Order
2. Roll Call
3. Appointment of Chairperson
4. Comments from the public as allowed by Wis. Statutes §19.84 (2), limited to items on this agenda except for public hearing items. Comments will be limited to 5 minutes.
5. Approve Utility Commission Minutes from January 22, 2020
6. Acknowledgement of Correspondence
7. Financials Update
8. Approval of the January 2020 Bills
9. Directors Report
10. Discussion/Action on amendment of Section 102 of the Lake Geneva Utility Commission Employee Handbook
11. Discussion/Action on Scope of Services – Southeast Sewer Service Area Assessment provided by MSA Professional Services
12. Discussion/Action on Water Tower Improvement Agreement and Developers Agreement with Omega Homes-Vistas LLC
13. Discussion/Action on the rental of portable tower equipment for the Dodge Tower Project
14. Discussion/Action on the rental of portable generator equipment for the Dodge Tower Project
15. Discussion/Action on Amendment #1 to the Dodge Tower Raising Scope of Services provided by MSA Professional Services
16. Discussion/Action on Professional Services Agreement 49-65-07-01 provided by Dixon Engineering
17. Adjourn

Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to the Lake Geneva Utility Commission at 262-248-2311 in advance, so the appropriate accommodations can be made.

This is a meeting of the Lake Geneva Utility Commission. No official Council action will be taken; however, a quorum of the Council may be present.

Lake Geneva Utility Commission Minutes
Lake Geneva Utility Commission Meeting
Wednesday January 22, 2020 4:00 PM
Conference Room 2A, City Hall – 626 Geneva Street

Call Meeting to Order- President Lyon called the meeting to order at 4:03pm.

Roll Call - Members present: President Lyon, Ald Hedlund, Mayor Hartz, Dave Nord & Bill Binn. Ann Esarco arrived at 4:21pm. **Members absent:** Ald Flower

Staff in attendance: Josh Gajewski & Jo Busch

Public in attendance: 3 Members of the Public.

Comments from the public as allowed by Wis. Statutes §19.84 (2), limited to items on this agenda except for public hearing items. Comments will be limited to 5 minutes. None

Approve Utility Commission Minutes from December 16, 2019 as prepared and distributed
Hartz/Hedlund motion to approve. Passed 5-0.

Acknowledgement of Correspondence

None

Financials Update

Gajewski reviewed the financials through December 2019. Final numbers for 2019 will be presented once the end of year process is complete. Gajewski expects them to be ready for the February meeting. The format for the financials will change slightly for 2020 to accommodate requests made by the Commission. The new format will begin with January's financials.

Hedlund/Binn motion to approve the financials as presented. Passed 5-0.

Approval of the December 2019 Bills

Hedlund/Hartz motion to approve. Passed 5-0.

Directors Report

Gajewski reviewed the submitted Directors report and advised that well #4 has now been put back online. Discussion was had regarding the west clarifier rehabilitation costs and Gajewski said the final invoice has yet to be received.

Update on proposed Warren Street Water Main Project

Gajewski reported that this project is still in the works and he is working with Kapur to revise the project plans and estimates. He is also communicating with the Public Works Department regarding some trees in the terrace and if there is a need to work around them. This project is expected to be on the agenda for action in February.

Discussion on rehabilitation of Plant B Iron Filter

Gajewski reported that the rehabilitation of the Plant B Iron Filter is part of the 2020 budget and will be much the same as the Plant A Iron Filter project. He is currently exploring options for alternate media and expects this to be on the February agenda for formal review.

Discussion/Action on award of Dodge Water Tower Raising and Coating Project

Gajewski reviewed the bid summary from the January 10, 2020 bid opening for this project. There are two bid portions; bid #1 for raising the tower with five alternates and bid #2 for painting the tower with five alternates. Contractors had the choice to bid either portion or both.

Ann Esarco arrived at 4:21pm.

Gajewski presented the recommendations from MSA including which of the listed bid alternates for each bid, should be included in the award. Gajewski explained that the lowest bid for bid #1 and alternates was deemed incomplete as it would not comply with current AWWA standards as bid. The recommendation from MSA is to award bid#1 to the second lowest bidder, Pittsburg Tank & Tower Co Inc. Discussion followed regarding base bid #1 and the recommended alternates 1.A2 through 1.A5 and base bid #2 and the recommended alternates 2.A2 through 2.A5. Gajewski went over the possible funding sources for this project including the possibility of using impact fees.

Hartz/Hedlund motion to accept the Pittsburg Tank & Tower bid for base bid #1 plus alternates 1.A2 through 1.A5 in the amount of \$364,260.00. Passed 6-0.

Hartz/Hedlund motion to accept the L.C. United base bid #2 and to include alternates 2.A2 through 2.A5 minus the base bid item 2.5 for a total of \$363,925.00. Passed 6-0.

Discussion/Action on Water Tower Improvement Agreement and Developers Agreement with Omega Homes-Vistas LLC

Gajewski went over the relevant sections of the Development Agreement from Omega Homes LLC. There are some changes required and then final legal review. Discussion was had regarding the impact fee schedule under exhibit F and the opinion that section 12 and exhibit H were duplicates. Gajewski will revisit the agreement with the Developer and the appropriate staff members.

No action taken.

Adjourn

Esarco/Hedlund motion to adjourn at 5:20pm. Passed 6-0.

/s/ Jo Busch, Office Manager

**THESE MINUTES ARE NOT OFFICIAL UNTIL APPROVED BY THE
LAKE GENEVA UTILITY COMMISSION**

LAKE GENEVA UTILITY COMMISSION
BUDGET COMPARISON THRU:

1 / 2020

FUND 61 - WASTEWATER UTILITY

	Current Month	YTD	2020 Budgeted	Variance (YTD vs Budget)	YTD % of 2020 Budget 8.3%	Look Back 2019	Look Back 5 Year Avg.
REVENUES							
TOTAL REVENUES	21,567	21,567	2,180,975	-2,159,408	0.99%	32,607	30,976
EXPENSES							
TOTAL OUTSIDE SERVICES	15,007	15,007	358,319	-343,312	4.19%	13,209	8,873
TOTAL OPERATING EXPENSES	2,384	2,384	38,050	-35,666	6.27%	2,877	766
TOTAL INSURANCE	0	0	27,350	-27,350	0.00%	0	-2,162
TOTAL SALARY & BENEFITS	45,121	45,121	621,526	-576,405	7.26%	40,427	31,689
TOTAL LAB SUPPLIES	1,468	1,468	21,200	-19,732	6.93%	5,158	1,104
TOTAL MISCELLANEOUS EXPENSE	0	0	2,150	-2,150	0.00%	0	-13
TOTAL MAINTENANCE	630	630	368,500	-367,870	0.17%	2,549	100
TOTAL OPERATION & MAINTENANCE EXPENSES	64,611	64,611	1,437,095	-1,372,484	0	64,221	40,357
REVENUES OVER O&M EXPENSES	-43,044	-43,044	743,880	-786,924	0	-31,614	-9,381
TOTAL CAPITAL OUTLAY	4,365	4,365	351,400	-347,035	1.24%	39,021	7,804
REVENUES OVER TOTAL EXPENSES	-47,409	-47,409	392,480	-439,889		-70,635	-17,185
TOTAL CASH TRANSFERS	0	0	389,075	-389,075	0.00%	0	0
ANNUAL CASH BALANCE	-47,409	-47,409	3,405	-50,814		-70,635	-17,185
TOTAL DEPRECIATION	0	0	0	0	0.00%	0	0
CASH AND INVESTMENT SUMMARY							
Wastewater Utility Fund Cash	206,137	793,100					
LGIP #10 - Capital Project Fund	919	673,338					
LGIP #11 - Debt Service Fund	0	0					
LGIP #12 - Impact Fee Fund	900	660,529					
LGIP #13 - Equipment Replacement Fund	1,255	920,012					
Total Wastewater Cash and Investments	209,211	3,046,979					

#7

LAKE GENEVA UTILITY COMMISSION
BUDGET COMPARISON THRU: 1 / 2020

FUND 62 - WATER UTILITY

REVENUES	Current Month	YTD	2020 Budgeted	Variance (YTD vs Budget)	YTD % of 2020 Budget	Look Back 2019	Look Back 5 Year Avg.
TOTAL REVENUES	104,228	104,228	2,960,186	-2,855,958	3.52%	95,810	106,268
EXPENSES							
TOTAL SOURCE OF SUPPLY - OPERATION	1,100	1,100	67,150	-66,050	1.64%	5,173	2,151
TOTAL SOURCE OF SUPPLY - MAINTENANCE	124	124	17,200	-17,076	0.72%	541	466
TOTAL PUMPING EXPENSE - OPERATION	467	467	76,750	-76,283	0.61%	278	1,232
TOTAL PUMPING EXPENSE - MAINTENANCE	116	116	30,000	-29,884	0.39%	67	354
TOTAL WATER TREATMENT - OPERATION	5,289	5,289	98,350	-93,061	5.38%	4,690	4,101
TOTAL WATER TREATMENT - MAINTENANCE	2,732	2,732	64,800	-62,068	4.22%	3,430	3,878
TOTAL TRANS. & DISTRIBUTION - OPERATION	831	831	41,200	-40,369	2.02%	928	1,854
TOTAL TRANS. & DISTRIBUTION - MAINTENANCE	3,357	3,357	682,000	-678,643	0.49%	4,573	2,527
TOTAL CUSTOMER ACCOUNTS	5,614	5,614	63,825	-58,211	8.80%	5,327	3,231
TOTAL ADMIN & GENERAL OPERATIONS	30,178	30,178	413,361	-383,183	7.30%	35,372	19,228
TOTAL OTHER EXPENSES	26,000	26,000	325,000	-299,000	8.00%	26,000	26,250
TOTAL OPERATION & MAINTENANCE EXPENSES	75,806	75,806	1,879,636	-1,803,830	4.03%	86,378	65,271
REVENUES OVER O&M EXPENSES	28,422	28,422	1,080,550	-1,052,128		9,432	40,996
TOTAL CAPITAL OUTLAY	18,416	18,416	938,700	-920,284	1.96%	5,942	655
REVENUES OVER TOTAL EXPENSES	10,006	10,006	141,850	-131,844		3,490	40,341
TOTAL CASH TRANSFERS	0	0	138,750	0.00%	0	0	0
TOTAL DEPRECIATION	0	0	3,100	6,906	0%	3,490	40,341
CASH AND INVESTMENT SUMMARY							
Water Utility Fund Cash	293,482	698,287					
LGIP #1 - Capital Project Fund	512	375,253					
LGIP #2 - Impact Fee Fund	801	587,667					
LGIP #3 - Equipment Replacement Fund	490	358,901					
Total Water Cash and Investments	295,285	2,020,107					

Bills over \$5K

#8

Report Criteria:

Detail report.
Invoices with totals above \$5000.00 included.
Paid and unpaid invoices included.
Invoice Detail.GL account (2 Characters) = "61","62"

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
61				
SABEL MECHANICAL LLC				
19573-12020	01/22/2020	WEST CLARIFIER REBUILD	61-00-00-18540 BIO-MASS TRTMNT & DISPOSAL EQP	4,365.00
Total SABEL MECHANICAL LLC:				4,365.00
ALLIANT ENERGY				
01-280954000	02/04/2020	201 HASKINS ST SEWER PLAN	61-00-00-52520 UTILTITY-ELECTRICITY-PLANT	14,049.87
Total ALLIANT ENERGY:				14,049.87
SABEL MECHANICAL LLC				
19573-12019	01/22/2020	WEST CLARIFIER REBUILD	61-00-00-93840 MAINT-CLARIFIER	74,330.95
19573-12020	01/22/2020	WEST CLARIFIER REBUILD	61-00-00-93840 MAINT-CLARIFIER	1,430.00
Total SABEL MECHANICAL LLC:				75,760.95
Total 61:				94,175.82
62				
MSA PROFESSIONAL SERVICES INC				
R07815004.0-5	01/23/2020	DODGE TOWER RAISING DESI	62-00-00-10700 CONSTRUCTION WORK IN PROCESS	14,096.85
Total MSA PROFESSIONAL SERVICES INC:				14,096.85
CORE & MAIN LP				
L785086	01/17/2020	COPPERHORN SWIVELS SADD	62-00-00-15000 MATERIAL-SUPPLIES	3,634.00
L785086	01/17/2020	METER FXO RADIOS	62-00-00-34600 METERS	7,155.00
Total CORE & MAIN LP:				10,789.00
MSA PROFESSIONAL SERVICES INC				
R07815004.0-5	01/23/2020	TOWNLINE LOOP	62-00-00-92300 OUTSIDE SERVICES EMPLOYED	215.00
Total MSA PROFESSIONAL SERVICES INC:				215.00
Total 62:				25,100.85
Grand Totals:				119,276.67

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$5000.00 included.

Paid and unpaid invoices included.

Invoice Detail.GL account (2 Characters) = "61","62"

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

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Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
61				
SABEL MECHANICAL LLC				
19573-12020	01/22/2020	WEST CLARIFIER REBUILD	61-00-00-18540 BIO-MASS TRTMNT & DISPOSAL EQP	4,365.00
Total SABEL MECHANICAL LLC:				4,365.00
NORTHERN LAKE SERVICE INC				
371541	01/29/2020	4TH QUARTER SLUDGE TESTIN	61-00-00-52100 LABORATORY SERVICES	616.30
371782	01/16/2020	WEEKLY NITROGEN	61-00-00-52100 LABORATORY SERVICES	178.60
371869	01/16/2020	WEEKLY NITROGEN	61-00-00-52100 LABORATORY SERVICES	178.60
372461	01/27/2020	WEEKLY NITROGEN TESTING	61-00-00-52100 LABORATORY SERVICES	196.60
372782	02/03/2020	WEEKLY NITROGEN TESTING	61-00-00-52100 LABORATORY SERVICES	178.60
Total NORTHERN LAKE SERVICE INC:				1,348.70
MSA PROFESSIONAL SERVICES INC				
R07815000.0-9	01/30/2020	WW-CAMP PROJ	61-00-00-52160 ENGINEERING EXPENSE	1,719.50
Total MSA PROFESSIONAL SERVICES INC:				1,719.50
WE ENERGIES				
01-4026-567-0	02/05/2020	EDGEWOOD LIFT STATION	61-00-00-52505 UTILITY-GAS-COLLECTION SYSTEM	10.61
5881-700-273-	01/14/2020	BIG FOOT LIFT STATION	61-00-00-52505 UTILITY-GAS-COLLECTION SYSTEM	16.45
Total WE ENERGIES:				27.06
ALLIANT ENERGY				
01-143875000	02/03/2020	191 HASKINS ST DEWTRBLD	61-00-00-52520 UTILTITY-ELECTRICITY-PLANT	219.73
01-280954000	02/04/2020	201 HASKINS ST SEWER PLAN	61-00-00-52520 UTILTITY-ELECTRICITY-PLANT	14,049.87
01-507753000	02/03/2020	361 W MAIN ST SIGN	61-00-00-52520 UTILTITY-ELECTRICITY-PLANT	59.45
01-974671000	02/03/2020	361 MAIN ST HALLWAY	61-00-00-52520 UTILTITY-ELECTRICITY-PLANT	116.23
01-055361000	02/03/2020	361 MAIN ST CC LIFT	61-00-00-52525 UTILTITY-ELECTRICITY-COLL SYS	68.33
01-1411800000	02/03/2020	LAGRANGE DR LIFT STATION	61-00-00-52525 UTILTITY-ELECTRICITY-COLL SYS	106.27
01-277971000	02/03/2020	MARIANE TER LIFT STATION	61-00-00-52525 UTILTITY-ELECTRICITY-COLL SYS	37.17
01-5994110000	02/03/2020	361 STATE ROAD 120 BIG FOOT	61-00-00-52525 UTILTITY-ELECTRICITY-COLL SYS	294.29
02-962961000	02/03/2020	EDGEWOOD DR LIFT STATION	61-00-00-52525 UTILTITY-ELECTRICITY-COLL SYS	260.64
3079550000-0	02/03/2020	MAXWELL ST LIFT STATION	61-00-00-52525 UTILTITY-ELECTRICITY-COLL SYS	30.74
3271130000-01	02/03/2020	BAYVIEW DR LIFT STATION	61-00-00-52525 UTILTITY-ELECTRICITY-COLL SYS	66.69
Total ALLIANT ENERGY:				15,309.41
MARTIN GROUP				
1259374	01/20/2020	SERVICE CONTRACT/COPIES	61-00-00-53100 OFFICE SUPPLIES EXPENSE	84.56
Total MARTIN GROUP:				84.56
PETTY CASH				
PCASH020420	02/04/2020	LINKSYS SWITCH 2/6/2019	61-00-00-53100 OFFICE SUPPLIES EXPENSE	15.82
Total PETTY CASH:				15.82

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
TIME WARNER CABLE				
719553801012	01/22/2020	INTERNET SVC-JAN	61-00-00-53100 OFFICE SUPPLIES EXPENSE	39.55
Total TIME WARNER CABLE:				39.55
AT&T				
262248231135	01/13/2020	JANUARY TELEPHONE	61-00-00-53110 TELEPHONE EXPENSE	162.38
Total AT&T:				162.38
AT&T LONG DISTANCE				
RE-DEC	12/31/2019	2622482394-DEC	61-00-00-53110 TELEPHONE EXPENSE	3.01
Total AT&T LONG DISTANCE:				3.01
CMRS-PB				
RESACCT0207	02/07/2020	REPLENISH POSTAGE METER	61-00-00-53120 POSTAGE	1,000.00
Total CMRS-PB:				1,000.00
US POST OFFICE				
POSTPERMIT	02/11/2020	WWTF BULK PERMIT #103	61-00-00-53120 POSTAGE	120.00
Total US POST OFFICE:				120.00
BAUMAN, KEN				
BAUMAN0126	01/30/2020	MWAA WINTER EXPO TRAININ	61-00-00-53320 CONFERENCES & SCHOOL	60.00
Total BAUMAN, KEN:				60.00
DUNN LUMBER				
783392	02/06/2020	SAWZAL BLADES SHOP TOOLS	61-00-00-53500 OPERATIONS TOOLS & EQUIP	8.62
Total DUNN LUMBER:				8.62
USA BLUE BOOK				
121402	01/21/2020	HOSES, BAND IT TOOL, BAND I	61-00-00-53500 OPERATIONS TOOLS & EQUIP	355.37
Total USA BLUE BOOK:				355.37
WELDERS SUPPLY CO				
10117881	01/13/2020	OXYGEN-SHOP TORCH	61-00-00-53510 OPERATIONS-EQUIPMENT	165.00
Total WELDERS SUPPLY CO:				165.00
DUNN LUMBER				
783392	02/06/2020	GLOVES-SHOP TOOLS/PPE	61-00-00-53900 FIRST AID & SAFETY SUPPLIES	27.88
Total DUNN LUMBER:				27.88
USA BLUE BOOK				
113426	01/13/2020	LAB SUPP-FIBER FILTERS & BO	61-00-00-64000 LABORATORY SUPPLIES	1,463.28
Total USA BLUE BOOK:				1,463.28
CINTAS CORPORATION LOC 447				
4039248436	01/07/2020	WWTF UNIFORMS	61-00-00-92650 UNIFORM/CLOTHING EXPENSE	65.22

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
4039879679	01/14/2020	WWTF UNIFORMS	61-00-00-92650 UNIFORM/CLOTHING EXPENSE	65.22
4040472096	01/21/2020	WWTF UNIFORMS	61-00-00-92650 UNIFORM/CLOTHING EXPENSE	65.22
4041085604	01/28/2020	WWTF UNIFORMS	61-00-00-92650 UNIFORM/CLOTHING EXPENSE	65.22
Total CINTAS CORPORATION LOC 447:				260.88
DUNN LUMBER				
782794	01/30/2020	PAINTING SUPP FOR HEADWO	61-00-00-93501 MAINT-HEADWORKS BLDG	42.84
Total DUNN LUMBER:				42.84
USA BLUE BOOK				
121632	01/21/2020	PROBE & ELECTRODES-LAB E	61-00-00-93600 MAINT-LAB EQUIPMENT	1,409.00
Total USA BLUE BOOK:				1,409.00
SABEL MECHANICAL LLC				
19609	01/10/2020	GRIT PUMP MAINT	61-00-00-93601 MAINT-HEADWORKS EQUIP	1,737.00
Total SABEL MECHANICAL LLC:				1,737.00
BUMPER TO BUMPER AUTO PARTS				
662-420809	01/22/2020	#55 CAMEL MAINT	61-00-00-93700 MAINT-VEHICLES & EQUIP	70.14
662-420916	01/23/2020	OIL DRY-SHOP	61-00-00-93700 MAINT-VEHICLES & EQUIP	26.18
Total BUMPER TO BUMPER AUTO PARTS:				96.32
ROTE OIL COMPANY				
63004577	01/17/2020	OILS-VEHICLE MAINTENANCE	61-00-00-93700 MAINT-VEHICLES & EQUIP	470.00
Total ROTE OIL COMPANY:				470.00
DIGGERS HOTLINE				
200 2 39101 P	02/03/2020	2020 PREPAYMENT	61-00-00-93810 MAINT-MAINS	65.20
Total DIGGERS HOTLINE:				65.20
DOWN TO EARTH CONTRACTORS INC				
7212	12/09/2019	LAKEWOOD & LAKESHORE ALL	61-00-00-93810 MAINT-MAINS	2,168.50
Total DOWN TO EARTH CONTRACTORS INC:				2,168.50
ALLIANT ENERGY				
02-252422000	02/03/2020	E STATE ROAD 50 GATE	61-00-00-93820 MAINT-RECEIVING STATION	19.56
01-054885000	02/03/2020	E STATE ROAD 50 SEEPAGE	61-00-00-93830 MAINT-SEEPAGE CELLS/POND	168.32
Total ALLIANT ENERGY:				187.88
SABEL MECHANICAL LLC				
19573-12019	01/22/2020	WEST CLARIFIER REBUILD	61-00-00-93840 MAINT-CLARIFIER	74,330.95
19573-12020	01/22/2020	WEST CLARIFIER REBUILD	61-00-00-93840 MAINT-CLARIFIER	1,430.00
Total SABEL MECHANICAL LLC:				75,760.95
DUNN LUMBER				
K82952	01/31/2020	NON-POTABLE SIGN INSTALL-C	61-00-00-93910 MAINTENANCE-OTHER	4.77
K83053	02/03/2020	RETURN NON-POTABLE SIGN I	61-00-00-93910 MAINTENANCE-OTHER	4.77-

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
K83054	02/03/2020	NUTS/BOLTS/CONDUIT HANGE	61-00-00-93910 MAINTENANCE-OTHER	5.02
Total DUNN LUMBER:				<u>5.02</u>
Total 61:				<u>108,478.73</u>
62				
MSA PROFESSIONAL SERVICES INC				
R07815003.0-4	01/29/2020	STUDY SUMMARY-WATER SYS	62-00-00-10700 CONSTRUCTION WORK IN PROCESS	3,540.00
R07815004.0-5	01/23/2020	DODGE TOWER RAISING DESI	62-00-00-10700 CONSTRUCTION WORK IN PROCESS	14,096.85
Total MSA PROFESSIONAL SERVICES INC:				<u>17,636.85</u>
CORE & MAIN LP				
L785086	01/17/2020	COPPERHORN SWIVELS SADD	62-00-00-15000 MATERIAL-SUPPLIES	3,634.00
L785086	01/17/2020	METER FXO RADIOS	62-00-00-34600 METERS	7,155.00
Total CORE & MAIN LP:				<u>10,789.00</u>
NORTHLAND EQUIPMENT CO				
0163810-IN	01/22/2020	NEW TRUCK CABINET STORAG	62-00-00-39200 TRANSPORTATION EQUIP-TRUCKS	729.00
Total NORTHLAND EQUIPMENT CO:				<u>729.00</u>
PETTY CASH				
PCASH020420	02/04/2020	REFUND WATER SAMPLE BOTT	62-00-00-47400 OTHER WATER REVENUE	20.00
Total PETTY CASH:				<u>20.00</u>
MARTELLE WATER TREATMENT				
19459	01/29/2020	CHLORINE BLEACH WELLHOU	62-00-00-60200 CHEMICALS	685.40
Total MARTELLE WATER TREATMENT:				<u>685.40</u>
ALLIANT ENERGY				
01-1455110000	02/03/2020	361 MAIN ST WELL 2	62-00-00-60300 MISC EXPENSES & UTILITY	895.77
01-327391000	02/04/2020	WAVERLY ST WELL 4	62-00-00-60300 MISC EXPENSES & UTILITY	189.56
01-348370000	02/04/2020	WAVERLY ST WELL 3	62-00-00-60300 MISC EXPENSES & UTILITY	551.41
01-972745000	02/03/2020	HASKINS ST WELL 5	62-00-00-60300 MISC EXPENSES & UTILITY	652.84
01-347962000	02/03/2020	DODGE ST BOOSTER	62-00-00-62300 PUMPING POWER PURCHASED	72.74
01-576425000	02/04/2020	361 MAIN ST ENG RM	62-00-00-62300 PUMPING POWER PURCHASED	4,582.29
01-717061000	02/03/2020	1401 CENTER ST BOOSTER	62-00-00-62300 PUMPING POWER PURCHASED	164.09
Total ALLIANT ENERGY:				<u>7,108.70</u>
LANE TANK CO. INC				
121019	12/10/2019	RESV #3 INSPECTION	62-00-00-63100 MAINTENANCE OF STRUCTURES	2,950.00
Total LANE TANK CO. INC:				<u>2,950.00</u>
GRAINGER				
9410552070	01/14/2020	RESERVOIR SAMPLING PUMP	62-00-00-63300 MAINT PUMPING EQUIP	116.19
Total GRAINGER:				<u>116.19</u>
WI EMERGENCY MANAGEMENT				
215574	01/17/2020	DMA WHOPRS HAZMAT REPOR	62-00-00-64000 SUPERVISION & ENGENEERING	205.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total WI EMERGENCY MANAGEMENT:				205.00
MARTELLE WATER TREATMENT				
19459	01/29/2020	CHLORINE BLEACH WELLHOU	62-00-00-64100 CHEMICALS	444.00
Total MARTELLE WATER TREATMENT:				444.00
ALLIANT ENERGY				
01-974671000	02/03/2020	361 MAIN ST HALLWAY	62-00-00-64200 LABOR & EXPENSES (LAB)	116.23
Total ALLIANT ENERGY:				116.23
WI STATE LABORATORY OF HYGIENE				
623777	01/31/2020	FLUORIDE SPLIT	62-00-00-64200 LABOR & EXPENSES (LAB)	26.00
Total WI STATE LABORATORY OF HYGIENE:				26.00
DUNN LUMBER				
783219	02/04/2020	MISC NUTS/BOLTS	62-00-00-64300 MISC EXPENSE	9.37
Total DUNN LUMBER:				9.37
ROTE OIL COMPANY				
63004544	01/16/2020	PARKING LOT SALT	62-00-00-64300 MISC EXPENSE	588.00
Total ROTE OIL COMPANY:				588.00
PETTY CASH				
PCASH020420	02/04/2020	3/8" UNION PIPE CONNECTOR 1	62-00-00-65100 PLANT MAINTENANCE	21.09
Total PETTY CASH:				21.09
FIRST BANKCARD				
554328600232	01/24/2020	INDICATOR DISPLAY LIGHTING	62-00-00-65200 MAINT WATER TREATMENT EQUIP	35.40
Total FIRST BANKCARD:				35.40
WISCONN VALLEY MEDIA GROUP				
31969-1	01/30/2020	AD RFP-PLANT B IRON	62-00-00-65200 MAINT WATER TREATMENT EQUIP	48.95
Total WISCONN VALLEY MEDIA GROUP:				48.95
ALLIANT ENERGY				
01-098433000	02/03/2020	750 WILD RIDGE DR WATER TO	62-00-00-66100 MAINT OPS-STANDPIPES	121.30
5201710000-0	02/03/2020	1887 DODGE ST TOWER	62-00-00-66100 MAINT OPS-STANDPIPES	75.09
Total ALLIANT ENERGY:				196.39
CORE & MAIN LP				
L784045	01/31/2020	2" METER REGISTER REPLACE	62-00-00-66300 METER EXPENSE	1,541.13
Total CORE & MAIN LP:				1,541.13
DUNN LUMBER				
K83027	02/03/2020	TRUCK #40 JAW PLIER, MARKI	62-00-00-66500 MISC EXPENSE LICENSE & TOOLS	40.47

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total DUNN LUMBER:				40.47
DIGGERS HOTLINE				
200 2 39101 P	02/03/2020	2020 PREPAYMENT	62-00-00-67300 MAINT OF MAINS & VALVES	32.60
Total DIGGERS HOTLINE:				32.60
DOWN TO EARTH CONTRACTORS INC				
7254	01/29/2020	REPAIR WATERMAIN BREAK RI	62-00-00-67300 MAINT OF MAINS & VALVES	4,185.00
Total DOWN TO EARTH CONTRACTORS INC:				4,185.00
DIGGERS HOTLINE				
200 2 39101 P	02/03/2020	2020 PREPAYMENT	62-00-00-67500 MAINT SERVICES & CURB BOX	32.60
Total DIGGERS HOTLINE:				32.60
USA BLUE BOOK				
128708	01/28/2020	BEAKER, SOCKET SET, PROBE-	62-00-00-67500 MAINT SERVICES & CURB BOX	180.16
Total USA BLUE BOOK:				180.16
WELDERS SUPPLY CO				
10120884	01/31/2020	PROPANE CYLINDER REQUAL	62-00-00-67500 MAINT SERVICES & CURB BOX	64.00
Total WELDERS SUPPLY CO:				64.00
CORE & MAIN LP				
L800065	01/20/2020	LARGE METER TESTING UNI-P	62-00-00-67600 MAINT OF METERS	319.94
Total CORE & MAIN LP:				319.94
CINTAS CORPORATION LOC 447				
4039248436	01/07/2020	WATER UNIFORMS	62-00-00-90200 METER READING EXPENSE	62.19
4039879679	01/14/2020	WATER UNIFORMS	62-00-00-90200 METER READING EXPENSE	62.19
4040472096	01/21/2020	WATER UNIFORMS	62-00-00-90200 METER READING EXPENSE	62.19
4041085604	01/28/2020	WATER UNIFORMS	62-00-00-90200 METER READING EXPENSE	62.19
Total CINTAS CORPORATION LOC 447:				248.76
CIVIC SYSTEMS LLC				
CVC18953	01/16/2020	SENSUS INTEGRATION	62-00-00-90300 RECORDS & COLLECTION EXPENSE	1,200.00
Total CIVIC SYSTEMS LLC:				1,200.00
US POST OFFICE				
POSTPERMIT	02/11/2020	WATER BULK PERMIT #103	62-00-00-90300 RECORDS & COLLECTION EXPENSE	120.00
Total US POST OFFICE:				120.00
AT&T				
262248231135	01/13/2020	JANUARY TELEPHONE	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	162.39
Total AT&T:				162.39

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
AT&T LONG DISTANCE				
RE-DEC	12/31/2019	2622480589-DEC	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	.22
RE-DEC	12/31/2019	2622483211-DEC	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	16.98
Total AT&T LONG DISTANCE:				17.20
CMRS-PB				
RESACCT0207	02/07/2020	REPLENISH POSTAGE METER	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	1,000.00
Total CMRS-PB:				1,000.00
LANDON HART				
HART0124202	01/30/2020	REIMB CDL PERMIT	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	30.00
Total LANDON HART:				30.00
MARTIN GROUP				
1259374	01/20/2020	SERVICE CONTRACT/COPIES	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	84.56
Total MARTIN GROUP:				84.56
PETTY CASH				
PCASH020420	02/04/2020	POSTAGE-MONTHLY WATER S	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	9.10
PCASH020420	02/04/2020	POSTAGE-MONTHLY WATER S	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	9.70
PCASH020420	02/04/2020	WATER SAMPLE EXTRA POSTA	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	2.40
PCASH020420	02/04/2020	SMALL PLANNER FO LAB 1/8/20	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	6.15
PCASH020420	02/04/2020	LINKSYS SWITCH 2/6/2019	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	15.82
PCASH020420	02/04/2020	SMALL PLANNER FOR LAB 12/2	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	6.16
Total PETTY CASH:				49.33
TIME WARNER CABLE				
719553801012	01/22/2020	INTERNET SVC-JAN	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	39.55
Total TIME WARNER CABLE:				39.55
WALMART COMMUNITY				
006704	12/18/2019	FORKS SPOONS COFFEE	62-00-00-92100 OFFICE SUPPLIES & EXPENSE	28.94
Total WALMART COMMUNITY:				28.94
FIRST BANKCARD				
554173493501	12/09/2019	CREDIT FOR WATER ONLY LAB	62-00-00-92300 OUTSIDE SERVICES EMPLOYED	90.00-
Total FIRST BANKCARD:				90.00-
MSA PROFESSIONAL SERVICES INC				
R07815004.0-5	01/23/2020	TOWNLINE LOOP	62-00-00-92300 OUTSIDE SERVICES EMPLOYED	215.00
Total MSA PROFESSIONAL SERVICES INC:				215.00
STAFFORD ROSENBAUM LLP				
1233240	01/28/2020	LEGAL FEES-FORMER SPEED	62-00-00-92300 OUTSIDE SERVICES EMPLOYED	75.00
Total STAFFORD ROSENBAUM LLP:				75.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
PUBLIC SERVICE COMMISSION				
2001-I-02980	02/12/2020	DODGE PROJECT REVIEW	62-00-00-92800 REGULATORY COMMISSION EXPENSE	123.86
Total PUBLIC SERVICE COMMISSION:				123.86
ELKHORN CHEMICAL CO INC				
617930	01/10/2020	GARBAGE BAGS & PAPER TOW	62-00-00-93000 MISCELLANEOUS GENERAL EXP	178.48
Total ELKHORN CHEMICAL CO INC:				178.48
PETTY CASH				
PCASH020420	02/04/2020	REGISTER OF DEEDS-PRINT E	62-00-00-93000 MISCELLANEOUS GENERAL EXP	14.00
Total PETTY CASH:				14.00
DUNN LUMBER				
782473	01/27/2020	NUTS/BOLTS	62-00-00-93200 MAINTENANCE OF GENERAL PLANT	6.12
781468	01/14/2020	NUTS/BOLTS-NEW TRUCK	62-00-00-93300 TRANSPORTATION EXPENSE	16.34
Total DUNN LUMBER:				22.46
USA BLUE BOOK				
128746	01/28/2020	CADDY TRAY-TRUCK STORAGE	62-00-00-93300 TRANSPORTATION EXPENSE	82.87
Total USA BLUE BOOK:				82.87
WALMART COMMUNITY				
004326	01/06/2020	OIL, AIR FILTER, FLOOR MATS	62-00-00-93300 TRANSPORTATION EXPENSE	57.23
Total WALMART COMMUNITY:				57.23
WELDERS SUPPLY CO				
10120884	01/31/2020	PROPANE	62-00-00-93300 TRANSPORTATION EXPENSE	93.84
Total WELDERS SUPPLY CO:				93.84
Total 62:				51,874.94
Grand Totals:				160,353.67

Feb Long Term Disability + 203.69
Feb Life Insurance + 150.87
160,708.23

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Invoice Detail.GL account (2 Characters) = "61","62"

Lake Geneva Utility Commission



Dennis Lyon, President
Josh Gajewski, Utility Director

Jeff Ecklund, Water Superintendent
Ken Bauman, Wastewater Superintendent

361 W. Main Street P.O. Box 187 Lake Geneva, WI 53147 Phone (262) 248-2311
www.lgutilitycommission.com

TO: Lake Geneva Utility Commission
FROM: Josh Gajewski, Utility Director
SUBJECT: February 2020 Director's Report

OPERATIONS UPDATE

Water Operations

The Dodge Tower Raising and Coating Project has again primary focus of staff's time. There are numerous items noticed on the February agenda for approval, which if approved, will move the project comfortably into the construction phase of the project over the next two months. Additionally, the project has been submitted for PSC, DNR and FAA review and approvals. Work on site for temporary carrier facilities began in February and is expected to continue into early March. Contractors have received the Notice of Award and the circulation of additional project documents is underway.

The schedule discussed in January for upcoming refurbishment of the Plant B Iron Filter and the Warren St. water main extension was pushed back in favor of utilizing staff time to organize the noticed items for the Dodge Tower Project.

Wastewater Operations

Staff has continued to work on and expand the scope of the collection system sampling program that initiated in 2019 as part of the chloride source reduction measures. The goal of this initiative is to identify specific chloride characteristics within various areas of the system, which will allow for further reduction measures to be put in place. Additionally, staff has submitted the second annual chloride progress report for chloride source reduction measures to the DNR as required by the WPDES permit. Along with that, staff has been working to digitize records and to create digital platforms for data logging of process control, laboratory testing and other general records.

Office & Administration Operations

Staff has continued working with our candidate through the Youth Apprenticeship program and anticipates a start date in early March, after the completion of the current EAHS trimester period.

The Q4-2019 normal collection cycle has closed and disconnections for past due customers are scheduled for the week of February 18th. We hit our 2019 goal by reaching +1,000 active customers with PSN and also collected a total of \$185,000 or approximately 20% of transactions via PSN during the last billing cycle. Staff plan to refresh some promotional materials for PSN and relaunch the drive for additional customers in upcoming quarters.

Staff worked with Finance Director Hall to finalize pre-audit account reviews and year end entries for the capitalization of construction work. A schedule for CLA to begin the 2019 audit work has yet to be set but is expected to begin in late March.

February 2020 Utility Commission Agenda: Background & Requested Action

10. Amendment to Section 102 – Employee Handbook

During recent review of the LGUC's Employee Handbook it was found that the 2017 revision of Chapter 78 of the Municipal Code of the City of Lake Geneva, which in part, revised the composition and terms of Commissioners, had not been revised in the Employee Handbook. The proposed revision now references the current code as adopted.

Action is requested to approve the revision to the Lake Geneva Utility Commission Employee Handbook, as drafted.

11. MSA Scope of Services – Southeast Sewer Service Area Assessment

As briefly discussed in December's Director's Report, additional data was collected from the collection system during the fall of 2019, which was then input into the hydraulic model. The modeling included various stages of development in the southeast and southcentral areas of the city and compared it against a 5 year and a 10 year rain event. This work revealed the potential of future bottlenecks and surcharges in the system mainly along the East and Lake North Central Interceptors as the development areas reach full build out.

Additionally, the Utility anticipates development within the southcentral area of the city and wishes to proactively research what infrastructure improvements would be necessary to service the area(s) using the most effective, long term plan. The proposed scope of service would assist in further identifying and resolving both the growth and capacity topics.

Action is requested to approve the Southeast Sewer Service Area Assessment Scope of Services prepared by MSA Professional Services.

12. Water Tower Improvement Agreement and Developer's Agreement – Omega Homes – Vistas LLC

Comments regarding the subject documents have been circulated to the associated parties and it is expected to have a revised draft available for presentation, review and action at the February meeting.

Pending satisfactory inclusion of the Commission's previous comments, action is recommended to approve the Water Tower Improvement Agreement and Developer's Agreement.

13. Portable Tower Rental – Dodge Tower Project

As part of the Dodge Tower Project, the pressure within the zone will be maintained only by the current and available pumping capacity of the Dodge Boost Station. To assist with controlling demand and pressure variables within the zone during the project, staff has solicited quotes for temporary storage equipment to be installed within the zone for the duration of the project. While current equipment will allow for the pumps to rove at a targeted zone pressure, introducing these additional pressure vessels will allow flexibility in the operations of the pumping equipment.

Action is requested to approve the rental of the portable water storage tanks as quoted by Water Well Solutions.

14. Portable Generator Rental – Dodge Tower Project

As part of the Dodge Tower Project, the pressure within the zone will be maintained only by the current and available pumping capacity of the Dodge Boost Station. As the current boost station does not have a standby generator, operations would become susceptible to failure should a power outage occur during the project. To assist in covering this liability, staff has solicited quotes for a portable generator and automatic transfer switch to be installed at the boost station for the duration of the project.

Action is requested to approve the rental of the portable generator equipment as quoted by Wolter Power Systems.

15. Amendment #1 – MSA Scope of Services – Dodge Tower Raising Project

As requested by Utility Staff, MSA Professional Services has provided an itemized scope of services, which is focused on project administration tasks during the construction phase of the Dodge Tower Raising and Coating Project. An updated summary of the original scope of services, along with itemized construction related services (page 2 of Exhibit B), have been included for Commission review.

Action is requested to approve Amendment #1 of the Professional Services Agreement – Dodge Tower Raising Project, as prepared by MSA Professional Services.

16. Professional Services Agreement 49-65-07-01 – Dixon Engineering

As requested by Utility Staff, Dixon Engineering has provided an itemized scope of services, which is focused on inspection services during the construction phase of the Dodge Tower Raising and Coating Project. An itemized summary of the scope of services has been included for Commission review.

Action is requested to approve the Professional Services Agreement 49-65-07-01, as prepared by Dixon Engineering.



102. Organization Description

I. Goals

It is the policy of the Lake Geneva Utility Commission to provide quality services to its citizens and visitors. Utility personnel will work to provide these services in the most professional, ethical, courteous, cost-efficient and effective manner.

II. Mission Statement

The Lake Geneva Utility Commission’s mission is to endeavor to provide all Lake Geneva Citizens with cost effective, prompt, high quality municipal services.

III. Description of the ~~City of Lake Geneva~~ Lake Geneva Utility Commission

The Lake Geneva Utility Commission is established under State of Wisconsin Statute Section 66.0805 as authorized by City of Lake Geneva Common Council ~~The composition of the Commission is four (4) citizens appointed by the Lake Geneva Utility Commission to five (5) year terms, the Mayor, and two (2) aldermen appointed by the City Council annually.~~ , per chapter 78 of the Municipal Code of the City of Lake Geneva, Wisconsin.

The administrative operation of the Lake Geneva Utility Commission is under the direction of the Utility Director, who is hired by the Lake Geneva Utility Commission. The Utility Director is responsible for the overall daily operation of the Lake Geneva Utility Commission, supervision of all employees, the Lake Geneva Utility Commission of the budget as adopted by the Lake Geneva Utility Commission, and the coordination of the activities of all Lake Geneva Utility Commission departments. Utility personnel are responsible to the Utility Director, who is responsible to the Lake Geneva Utility Commission.

103. Organizational Chain of Command

As with any government agency, the operation of the Lake Geneva Utility Commission relies upon an effective chain of command structure. The ultimate authority for decisions concerning policy in the Lake Geneva Utility Commission resides by law with the Lake Geneva Utility Commission, under the leadership of the President and the Utility Director. The Utility Director, as the chief administrative officer of the Lake Geneva Utility Commission, is the primary professional advisor to the Lake Geneva Utility Commission, and heads the Lake Geneva Utility Commission's management team. The management team is comprised of the various Lake Geneva Utility Commission Department Heads (Office Manager, Water Superintendent, and Wastewater Superintendent), who report to the Utility Director, and employees subordinate to those Department Heads. This management team concept is



**Amendment
No. 1**

**To: Lake Geneva Utility Commission
Mr. Josh Gajewski
636 Geneva St.
Lake Geneva, WI 53147**

Date of Issuance: 2/11/2020

MSA Project No.: 19995001

This is an amendment to the Agreement dated February 19, 2020 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

Project Name:	Southeast Sewer Service Area Assessment	
The project scope has changed due to:	As requested by Client	
The scope of the work authorized is:	See Attachment 'B'	
The schedule to perform the work is:	Approximate Start Date:	2/20/2020
	Approximate Completion Date:	3/31/2020
The estimated fee for the work:	Added Scope	\$12,750
	Less Unbilled	<u>(\$3,375)</u>
	Additional Fee	\$8,875

Authorization for the work described above shall amend the Agreement between MSA and OWNER. Any attachments or exhibits referenced in this Amendment are made part of the Agreement. Payment for these services will be on a time and materials basis.

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

LAKE GENEVA UTILITY COMMISSION

MSA PROFESSIONAL SERVICES, INC.

Josh Gajewski
Utility Director
Date: _____


Greg Gunderson, P.E.
Team Leader
Date: 2/12/2020

361 W. Main St.
Lake Geneva, WI 53147
Phone: (608) 248-2311

1702 Pankratz St.
Madison, WI 53704
Phone: (608) 355-8883

**ATTACHMENT A:
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Architects	\$115 – \$175/hr.
Clerical	\$ 60 – \$115/hr.
CAD Technician	\$ 95 – \$143/hr.
Geographic Information Systems (GIS).....	\$ 75 – \$143/hr.
Housing Administration	\$ 75 – \$120/hr.
Hydrogeologists.....	\$125 – \$155/hr.
Planners	\$ 85 – \$170/hr.
Principals.....	\$175 – \$275/hr.
Professional Engineers	\$ 86 – \$190/hr.
Project Manager.....	\$ 150 – \$238/hr.
Professional Land Surveyors	\$ 87 – \$165/hr.
Staff Engineers.....	\$ 80 – \$150/hr.
Technicians	\$ 65 – \$128/hr.
Wastewater Treatment Plant Operator.....	\$ 75 – \$ 95/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Fax	\$1.00/page
GPS Equipment.....	\$40/hour
Mailing/UPS	At cost
Mileage – Reimbursement (currently \$0.575/mile).....	Rate set by Fed. Gov.
Mileage – MSA Vehicle (currently \$0.70/mile)	Rate set by Fed. Gov
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine.....	Included in labor rates
Stakes/Lath/Rods.....	At cost
Total Station	Included in labor rates
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Trimble Geodimeter.....	\$30/hour

* Labor rates represent an average or range for a particular job classification. These rates are in effect until January 1, 2021.

ATTACHMENT B: SCOPE OF SERVICES

Project Understanding

The Lake Geneva Utility Commission requested that MSA assess the service area and capacity of the existing private lift station to serve future developments. The existing private station serves the Pioneer Estates mobile home park. A preliminary analysis revealed that the existing station was designed to only serve the mobile home park, and had no additional capacity to serve future development. Therefore, a change in project scope is necessary to site a new lift station and determine the needed capacity.

Based on discussions between the Utility Director and MSA, the goal of the revised study is to identify a preferred location and size of a new lift station that will serve the Southeast & South Central Development areas and include a more detailed review of potential interceptor routes. The area included in the evaluation is identified on the attached map. In addition, the Utility Director requested that MSA model scenarios to identify upgrades that alleviate the 'bottlenecks' in the Central and East Interceptors. The system capacity study identified that both interceptors have capacity concerns at the 5 and 10 year storm events. The Central Interceptor has no remaining capacity, and the East Interceptor has capacity concerns at the 10-year event when including full build-out of the Southeast and South Central development areas.

The study shall include an analysis of service area, potential sewer interceptor routes, and a budgetary cost estimate for construction of a new lift station that serves the Southeast and South Central interceptors. In addition, the study shall make recommendations and provide cost estimates for upgrades to the Central and East interceptors.

Scope of Services

1. Lift Station Siting Evaluation

- **Service Area Analysis (20 hours)**
Desktop modeling to determine ideal location and depth of lift station and interceptor alignments to serve the identified service area.
- **Lift Station Capacity Analysis (16 hours)**
Identify necessary pumping capacity, and major design features of new lift station
- **Central & East Interceptor Capacity Review (24 hours)**
Evaluate alternatives to alleviate the 'bottlenecks' in both interceptors for the 5 and 10 year storm condition.
- **Cost Estimate (18 hours)**
Develop budgetary cost estimate for the recommended alternatives (lift station, interceptor improvements)
- **Technical Memorandum (8 hours)**
Prepare technical memorandum summarizing analysis

2. Additional Services

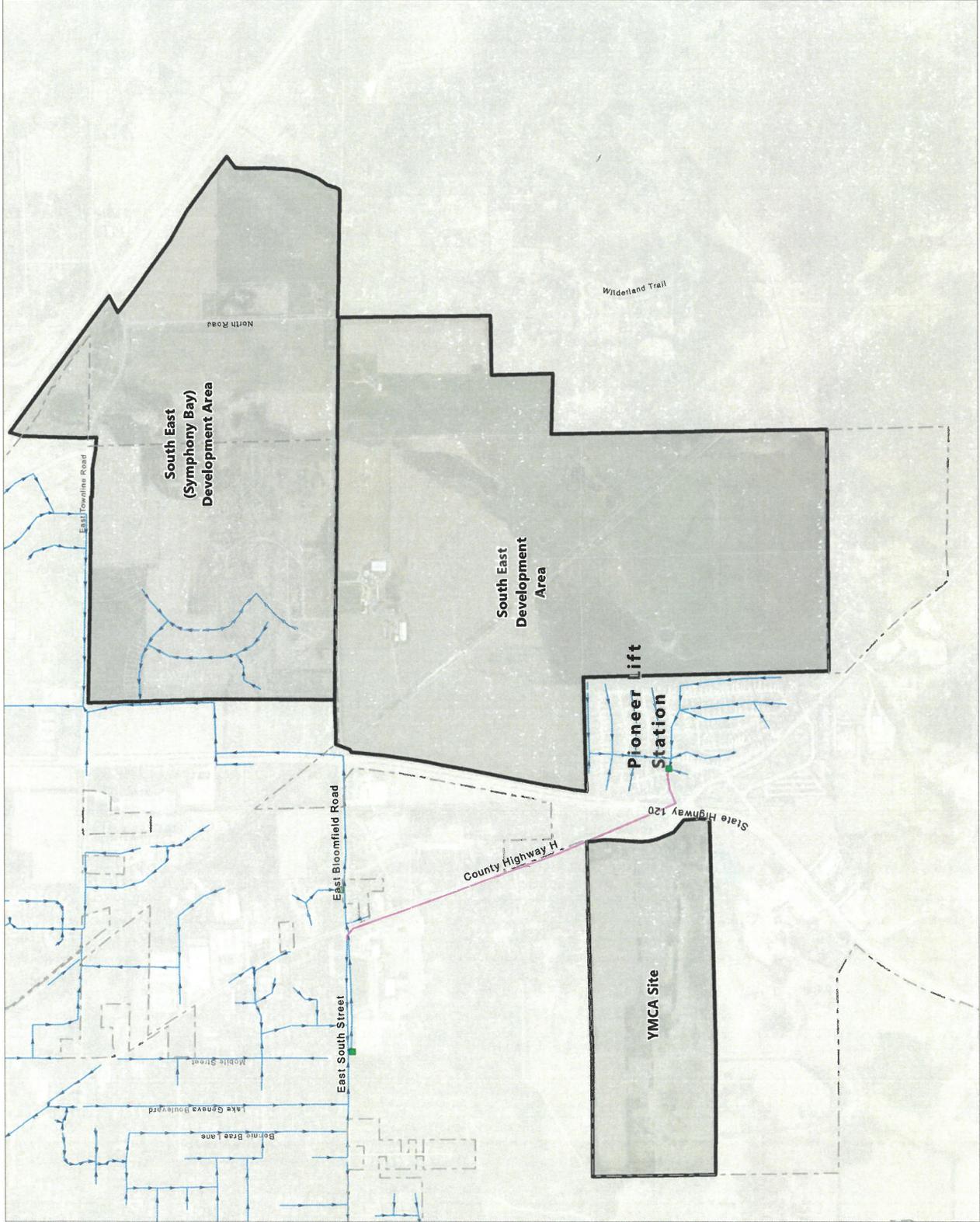
- The following services could be provided for an additional fee:
 - i. Meetings/Presentations to Utility Commission
 - ii. Design, Bidding, and Construction-Related Services
 - iii. DNR permit applications & review

Study Area

Lift Station Siting Evaluation

City of Lake Geneva
Walworth County, WI

-  Lake Geneva
-  Development Areas
-  Force Main
-  Gravity Main
-  Lift Station



#13



WATER WELL SOLUTIONS

Service Group

N87W36051 Mapleton Street
Oconomowoc, WI 53066
888-769-9009 fax 920-474-4771

PROPOSAL TO

Date 2/13/2020

Job Name

Port-A-Tower

Company: Lake Geneva Utility Commission

Address: Main St

City: Lake Geneva, WI 53147

Attention: Josh Gajewski

Phone: (262) 949-4484

E-mail: jgajewski@lgutilities.org

Fax:

Qty	Description	Unit Price	TOTAL
1	Estimated costs to mobilize to site with three Port-A-Tower tanks set up, chlorinate tanks, collect samples and balance.	\$6,000.00	\$6,000.00
10	Estimated hours to verify proper operation and adjust accordingly. existing VFD for PID operation and test into system.	\$200.00	\$2,000.00
1	Estimated costs to return to site and remove tanks and return VFD to normal operation.	\$6,000.00	\$6,000.00
1	Monthly rental fee of Port-A-Tower tanks.	\$3,000.00	\$3,000.00
1	Weekly rental rate materials, TBD	\$1,000.00	\$0.00
Total Amount Proposed			\$17,000.00

NOTE ON MATERIAL PRICES: The material prices noted above are based on current market prices. The price for steel, copper, steel and other materials are volatile. Therefore, we must reserve the right to adjust the above material prices based on market pricing the date your order is signed and received by us. In order to hold the current pricing, it will be necessary to immediately order the materials. Further, Water Well Solutions will bill for the materials so ordered at the same time. Your signature below constitutes agreement to be billed for those materials ordered and is your further agreement to pay within 30 days of invoice date, for those materials ordered.

CLIENT	WATER WELL SOLUTIONS SERVICE GROUP
The above prices, specifications and conditions are satisfactory and are hereby accepted. Water Well Solutions is authorized to do the work as specified. Payment will be made within thirty (30) days of invoice date, or as outline above.	All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over and above this proposal. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other insurance.
BY: _____ DATE: _____	BY: <u>Jeff Gibson</u> 2.3.20



WATER WELL SOLUTIONS

Service Group

N87W36051 Mapleton Street
 Oconomowoc, WI 53066
 888-769-9009 fax 920-474-4771

PROPOSAL TO

Date 2/3/2020

Job Name

Port-A-Tower

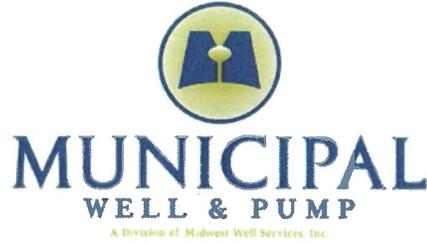
Company: Lake Geneva Utility Commission
 Address: Main St
 City: Lake Geneva, WI 53147
 Attention: Josh Gajewski Phone: (262) 949-4484
 E-mail: jgajewski@lquilities.org Fax:

Qty	Description	Unit Price	TOTAL
1	Estimated costs to mobilize to site with three Port-A-Tower tanks set up, chlorinate tanks, collect samples and balance.	\$6,000.00	\$6,000.00
10	Estimated hours to verify proper operation and adjust accordingly. existing VFD for PID operation and test into system.	\$200.00	\$2,000.00
1	Estimated costs to return to site and remove tanks and return VFD to normal operation.	\$6,000.00	\$6,000.00
1	Monthly rental fee of Port-A-Tower tanks.	\$3,000.00	\$3,000.00
1	materials, TBD		\$0.00

NOTE ON MATERIAL PRICES: The material prices noted above are based on current market prices. The price for steel, copper, steel and other materials are volatile. Therefore, we must reserve the right to adjust the above material prices based on market pricing the date your order is signed and received by us. In order to hold the current pricing, it will be necessary to immediately order the materials. Further, Water Well Solutions will bill for the materials so ordered at the same time. Your signature below constitutes agreement to be billed for those materials ordered and is your further agreement to pay within 30 days of invoice date, for those materials ordered.

Total Amount Proposed **\$17,000.00**

CLIENT	WATER WELL SOLUTIONS SERVICE GROUP
<p>The above prices, specifications and conditions are satisfactory and are hereby accepted. Water Well Solutions is authorized to do the work as specified. Payment will be made within thirty (30) days of invoice date, or as outline above.</p> <p>BY: _____ DATE: _____</p>	<p>All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over and above this proposal. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other insurance.</p> <p>BY: <u>Jeff Gibson</u> 2.3.20</p>



February 12, 2020, Rev. 1

Lake Geneva Utility Commission
 Attn: Mr. Josh Gajewski

Lake Geneva, WI

RE: Lake Geneva Utility Commission Dodge Water Tower Raising & Coating
 Temporary Pressurized Water System

Dear Josh:

Municipal Well & Pump is pleased to provide this proposal for a temporary pressured water system. Our proposal is based upon our meeting of January 28, 2020 and your email of February 11, 2020.

We are proposing to provide the following scope of work:

We would install three-3,300-gallon total volume hydro pneumatic tanks with automatic air balancing equipment to maintain the balance of air and water in the tanks. The tanks would be installed near a hydrant remote from the water tower site. This is based upon information given at our meeting. 120 V power will be needed at each site, or Lake Geneva personnel can charge on a regular basis. With this system the pumps would run only as needed to provide water for normal usage, as opposed to running the pumps constantly though a pressure relief valve. However, we do still recommend the installation of pressure relief valves for insurance purposes. With a pressure relief valve, the system would be immediately reduced to a safe pressure level, if the pump would stay on for any reason.

Please review the following scope of work and the project cost:

1. Mobilize tanks (3) to job site.
2. Install tanks (**minimum 9,000 gallons nominal capacity**) onto system.
3. Sanitize and flush tanks to collect safe samples.
4. Provide and install air compressor and automatic air balancing equipment.
5. Provide and install pressure relief valves.
6. Removal of equipment after tower repair/painting project is complete.

Lump Sum Total Items 1 -6:	\$18,540.00
7. System rental: 12-weeks @535.00 per week	<u>\$ 6,420.00</u>
Total	\$24,960.00

\$500/week after 12 weeks in service

Pricing does not include any bonding, builder's risk insurance, ingress/egress or anything other than what is identified in the scope of work above. It is assumed work will start early April 2020. Federal wage rates are included. Total tank volume may be obtained with a combination of sizes other than noted above.

As mentioned, air compressors are needed to keep air balance in each tank. Can be done by Lake Geneva personnel or 110-volt power supply.

Acceptance of this proposal is contingent upon a mutually acceptable contract at the time of award. We trust you will find this correspondence to your understanding. Should you have any questions or concerns regarding this proposal, or if there is any other way we can be of assistance, please contact our offices at your earliest convenience. We appreciate this opportunity to provide you with this proposal.

Respectfully,

MUNICIPAL WELL & PUMP

A handwritten signature in blue ink that reads "Brian Brodersen". The signature is written in a cursive style with a long, sweeping tail on the final letter.

Brian Brodersen, P.E.
Senior Project Engineer

A handwritten signature in blue ink that reads "Richard Neal Milaeger". The signature is written in a cursive style with a long, sweeping tail on the final letter.

Richard N Milaeger
Vice PResident

PROPOSAL FOR:
Lake Geneva Utility Commission

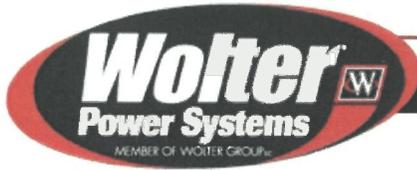
Prepared By:
Mike Roekle



WOLTERGROUP LLC[®]

WOLTER GROUP LLC
HEADQUARTERS: 3125 INTERTECH DRIVE | BROOKFIELD WI | 53045
WISCONSIN LIFT TRUCK | ILLINOIS MATERIAL HANDLING | ELLIS SYSTEMS
WOLTER POWER SYSTEMS | FLEET SERVICES | WORLDWIDE PARTS LTD





CUSTOMER: Lake Geneva Utility Commission
361 W Main St
Lake Geneva, WI 53147

SHIP TO: Lake Geneva Utility Commission
361 W Main St
Lake Geneva, WI 53147

Phone : (262) 248-2311
Fax : (262) 248-0589

Terms : Net 30 - Pending Credit Approval
FOB :

Proposal Date	Proposal #	County	Prepared By
2/7/2020	7220	55127 - Walworth	Mike Roekle

We would like to thank you for the opportunity to quote on your Generator Equipment requirements. We propose to furnish the equipment, parts or service described herein, in accordance with the specifications, terms and conditions outlined. We are pleased to offer the following:

DESCRIPTION OF EQUIPMENT AND MATERIALS

Lake Geneva Water Tower Rental pricing

Generator: 50kw mobile generator w/ cables
Timeframe: Approx. May 2020 – August 2020

Weekly Rate: \$500.00
Monthly Rate: \$1,500.00
Delivery and Pickup: T&M basis – Approximately \$400 - \$500

Additional Notes:

Hookup of unit to building by others

WOLTER GROUP LLC

HEADQUARTERS: 3125 INTERTECH DRIVE | BROOKFIELD WI | 53045

WISCONSIN LIFT TRUCK | ILLINOIS MATERIAL HANDLING | ELLIS SYSTEMS | WOLTER POWER SYSTEMS | FLEET SERVICES | WORLDWIDE PARTS LTD



Buyer hereby grants to Seller a security interest in all equipment and materials listed herein to secure payment in full of the purchase price of all such equipment and materials, and performance of all other obligations by Buyer under this agreement; Buyer authorizes the Seller to file a UCC financing statement with respect to this security interest. All prices subject to sales tax (if applicable). This proposal is valid for 90 days unless otherwise noted.

This Proposal is subject to Wolter Power System's Standard Terms and Conditions, which are incorporated herein by reference. Buyer expressly agrees to such Standard Terms and Conditions and any inconsistent or additional terms submitted by Buyer are rejected. See: <http://www.wolterps.com/terms-conditions>

APPROVED AND ACCEPTED BY: Lake Geneva Utility Commission

PRINTED NAME: _____

TITLE: _____

DATE: _____

AUTHORIZED SIGNATURE: X _____

ACCEPTED BY SELLER:

QUOTATION SUBMITTED BY: Mike Roekle
(Salesperson)

SIGNATURE: X _____

TITLE: _____

(This Quotation shall become a contract only upon signature by the Sales Manager of Seller at its business offices.)

If you have any questions, please contact us:

Sales Rep: **Mike Roekle**
Cell Phone:
Email Address: **mike.roekle@wolterps.com**
Branch Phone: **262-790-6230 ,,3303**

Company: **Wolter Power Systems**
Address: **3125 Intertech Drive**
City/State/Zip: **Brookfield, WI 53045-5113**

Customer Name: **Lake Geneva Utility Commission**
Quote Number: **7220**
Quote Date: **2/7/2020**

WOLTER GROUP LLC

HEADQUARTERS: 3125 INTERTECH DRIVE | BROOKFIELD WI | 53045

WISCONSIN LIFT TRUCK | ILLINOIS MATERIAL HANDLING | ELLIS SYSTEMS | WOLTER POWER SYSTEMS | FLEET SERVICES | WORLDWIDE PARTS LTD



POWER QUOTE

Branch #788
W231N1125 COUNTY ROAD F
WAUKESHA, WI 53186 1504
Office: (262) 832-9626
www.sunbeltrentals.com

Dan Mansfield
Cell: (262) 212-9312
dan.mansfield@sunbeltrentals.com

February 13, 2020

Customer **Lake Geneva Utility Commission**
361 W Main St
Lake Geneva, WI 53147

Quote **Booster Station - Temp Power 4-Week Rental Quote (Draft R0)**
QUO-161963-W7G1H1
4/6/2020 to 5/4/2020

Job Site **Booster Station - Temp Power Quote**
Dodge St & Elmwood Ave
Lake Geneva, WI 53147

Contact **Jeff Eckland**
(262) 248-2311
JEcklund@LGUtilities.org

Introduction

2/12/2020

Sunbelt Rentals Pump & Power Services is pleased to offer you the following rental information regarding your inquiry for Temporary Power / Standby-Rates for your upcoming "Booster Pump Station Upgrade" project - referenced below.

We are basing our proposal on the equipment specified in our phone conversations, emails and Job-Walk yesterday 2/11 at 11:00AM.

Per my email sent on 2/7:

"Good Morning Jeff,

I am following up on our phone conversation from this morning regarding your inquiry for Temp. Power, ATS and Cables for a project starting in April and running ~4-months duration.

You were looking for a Generator, ATS Panel and Cables sufficient to power your Booster Pumps (on a VFD Control w/ soft-start feature) capable of at least 50Amps, 480V, 3PH load."

We have provided you with a rental quotation for (1) of our 36kW Diesel Generator (Towable), ATS Panel and Cables, delivered and picked up from Lake Geneva, WI - at "Standby Rental Rates".

Note:

* Customer is responsible for Set-up and Teardown.

** Miscellaneous Charges reflect estimated mandatory Environmental and Transportation fees

*** Orientation Charges reflect estimated mandatory RPP rates required with Credit Card Rentals or when the Equipment will be Exposed to Vandalism or Theft.

We appreciate the opportunity to quote you on this project. Sunbelt Pump & Power Services strives support all of our equipment with the best possible service you'd expect from one of the nation's largest equipment rental providers. If you have any questions or require additional information, please feel free to contact us at the following phone numbers.

Sincerely,
Dan Mansfield

Specifications

Towable Gen 36kW

The 36kW "Towable Style" Diesel Generator is capable of 54Amps at 480V, 3PH. (80% Power Factor)

The 36kW Generator has:

79 gallons of Onboard Fuel

3.0 GPH Fuel Consumption at Full-Load

26 Hours Run Time at Full-Load

For Equipment that uses fuel, Customer has three options:

(a) Prepay ("No Sweat") Fuel Option - Customer may purchase a full tank of fuel for the Equipment at the start of the rental, in which case a "convenience charge" will appear on this Contract (calculated by multiplying the estimated fuel capacity of Equipment by the Prepay per gallon rate). As an added benefit, Customer may return the Equipment full of fuel and the convenience charge will be refunded (however, if not returned full, Customer will not obtain any credit for fuel left in the Equipment upon return);

(b) Pay on Return Option - if Customer returns Equipment with less fuel than when received, Customer shall pay a refueling charge (calculated by multiplying gallons required to refill tank with fuel to level when received, by the Pay on Return per gallon rate);

and (c) Return Full Option - if Customer returns the Equipment with at least as much fuel as when it was received (most Sunbelt Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed. The cost of Customer refueling Equipment itself will generally be lower than the Prepay ("No Sweat") Fuel Option or the Pay on Return Option; however these options each allow for the convenience of not refueling.

Scope

Environmental and SMM Fee:

An environmental fee of 3% of selected equipment charges will be applied to all invoices. This fee is relative to the disposal of lubricants, anti-freeze, and other environmental waste products.

Payment Terms

Balance due upon receipt of invoice. Late fees of 1.5% of balance will be assessed monthly after 30 days past due. All monthly pricing is based on a 28 day billing cycle.

Validity Period

Equipment rental rates are valid for a period of 90 days. Availability of equipment is subject to stock on hand at time order is received. Should equipment be unavailable at time order is received, it may be necessary to revise freight charges to pull equipment from another location.

Additional Services

(Delivery - set up tear down - crane fee, etc.) Pricing reflects the above mentioned equipment only. Any additional equipment or services required to complete job will be viewed as an add-on and will be billed accordingly. Sunbelt Rentals will require an additional purchase order number prior to delivery of add-on equipment and/or services.

Customer Responsibility

- * Delivery / Pickup "Standby Time" at \$150.00 per hour during delays
- * Maintain compliance with all applicable codes, pulling permits and all required licenses unless this has been approved by the customer for Sunbelt Rentals to pull electrical permits at an additional costs
- * Purchase Rental Protection Plan (RPP) or assume responsibility for replacement of lost, damaged or stolen equipment at manufacturer's current list price
- * Scheduled Maintenance of Rental Equipment
- * Equipment clean upon return. Customer may be subject to additional charges for equipment that requires cleaning upon return

General

Note

Any rental that results from this quotation will be subject to our standard terms and conditions.

Preventative Maintenance

Sunbelt Rentals continues to effectively maintain our commitment to quality and exceptional customer service through Preventive Maintenance (PM) Program. Certain equipment included in this document may require scheduled Preventive Maintenance which will be preformed in accordance with the following:

- * Sunbelt Rentals will monitor the operation time and preform PM Service as required in accordance with the manufacture’s minimum service period.
- * Preventive Maintenance will be preformed per our schedule.
- * Customer shall be charged for each PM Service during the rental period.
- * Charge Per 300 Hour PM Service:

RATES Diesel Generators | Diesel Air Compressors | Diesel Driven Pumps

\$250 20kW to 56kW | 375 to 400cfm | 4” to 6” Pump

\$450 100kW to 250kW | 600 to 915cfm | 8” to 12” Pump

\$850 320kW to 2,000kW | 1,100 to 1,600cfm | 18” to 24” Pump

Pricing Details

Equipment

Qty	Item	Day	Week	4 Week	Amount
1	400AMP AUTO TRANSFER SWITCH	\$0.00	\$0.00	\$0.00	\$0.00
1	36KW DIESEL GENERATOR <small>Note: # Set Gen for 480V, 3PH. Install Female Pig Tails to Gen. Rates Reflect "Standby-Run-Rates" which allow for 1-hr for Set-up and 1-hr a week to exercise. If hours are exceed - you will be invoiced \$305.00 for every 8-hrs of Operation.</small>	\$214.00	\$417.00	\$1,128.00	\$1,128.00
1	GROUND ROD	\$0.00	\$0.00	\$0.00	\$0.00
3	#2 BANDED 5-WIRE MALE TAIL <small>Note: (1) on the Utility Power Input on the ATS, (1) on the Generator Power Input on the ATS, (1) on the Utility Pole Panel from the ATS.</small>	\$0.00	\$0.00	\$0.00	\$0.00
3	#2 BANDED 5-WIRE FEMALE TAIL <small>Note: (1) on the Generator, (1) on the Utility Pole Manual Transfer Switch and (1) on the Output side of the ATS.</small>	\$0.00	\$0.00	\$0.00	\$0.00
1	10' #2 GROUND WIRE W/CLAMP	\$0.00	\$0.00	\$0.00	\$0.00
3	25' #2 BANDED 5-WIRE <small>Note: (1) between the Generator and the ATS, (1) between the Utility Pole Manual Transfer Switch and the ATS and (1) between the ATS and the Panel at the Power Pole.</small>	\$0.00	\$0.00	\$0.00	\$0.00
1	GENERATOR RENTAL PACKAGE	\$253.00	\$623.00	\$1,592.00	\$1,592.00
14				Subtotal	\$2,720.00

Labor

Travel In	\$285.00
Orientation	\$408.00
Travel Out	\$285.00
Miscellaneous	\$136.00
Subtotal	\$1,114.00

Ancillary

\$0.00

Quote Total:

\$3,834.00*

*Plus applicable taxes

**** Explanation of Misc. Charges:**

fuel surcharge / safety / consumables

Quoted delivery and pick up fees are estimates. Other fees and taxes may apply. Fuel, State and Local taxes and actual delivery charges will be quoted when the order is confirmed based on the rental location.

Terms and Conditions

Any rental that results from this quote will be subject to Sunbelt's standard terms and conditions.

Quote Acceptance

Lake Geneva Utility Commission
Jeff Eckland

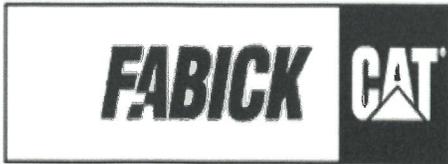
Acceptance Signature of Customer's Authorized Representative

Date

Sunbelt Rentals, Inc.
Dan Mansfield

Acceptance Signature of Sunbelt Rentals Authorized Employee

Date



Rental Quote

Quote Q17058

JFTCO, INC., 2151 S.E. FRONTAGE RD STURTEVANT, WI 53177
 RACINE RENTS 262-321-0000

Date Out: 03/01/2020 Sun 02:08 PM
 Est. Date In: 06/30/2020 Tue 02:08 PM
 Delivery Date: 03/01/2020 Sun 07:00 AM

Jobsite: **UTILITY DIVISION**
 Contact: **JEFF ECKLUND**
 Phone: **262-248-3211**
UPDATE-TBD
LAKE GENEVA, WI
53147 U98US

Bill to: **CITY OF LAKE GENEVA**
626 GENEVA ST
LAKE GENEVA WI 53147-1987

Customer: **1264603 TC2**
 Signed By:
 Order By: **JEFF ECKLUND**

Written By: **TJ Wiemerojr**
 Sales Rep: **TJ WIEMERO**
 PO #: **UPDATE-TBD**

QTY DESCRIPTION	DAY	WEEK	4WEEK	
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Rental Items

CUSTOMER MUST ACQUIRE CALL OFF CONFIRMATION NUMBER
 IN ORDER TO STOP BILLING. PLEASE CALL YOUR LOCAL
 COORDINATOR TO OBTAIN THE CONFIRMATION NUMBER
 LOST KEY FEE IS \$10.00

1. 35KW GENERATOR XQ35	\$150	\$250	\$500	2,500.00
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OUR EQUIPMENT IS SHIPPED FULL OF FUEL UNLESS
 OTHERWISE COMMUNICATED. FUEL USED AND NOT
 REPLACED WILL BE INVOICED AT \$6.95/GALLON.

CLEANING FEE OF \$110 PER HOUR ON UNITS
 RETURNED EXCESSIVELY DIRTY

Miscellaneous Items

1 ENVIRONMENTAL FEE		6.50 each		6.50
1 50' 100AMP CABLE		45.00 each		45.00
2 PIG TAIL CONNECTIONS		25.00 each		50.00
1 FABICK DELIVERY		125.00 each		125.00
1 FABICK PICKUP		125.00 each		125.00

Total: 2,851.50

The undersigned warrants having the authority to sign for Lessee-Customer.

Customer agrees to all costs of hauling said equipment from Lessor's place of business and to return same to Lessor at end of agreed upon rental period. Customer agrees to have the rented equipment insured against any and all causes of physical damage and to provide public liability insurance while equipment is in its possession. Customer agrees to return equipment in same condition as received, including serviceable tires, less normal wear and tear. Customer is responsible for returning machine clean of all toxic or hazardous material. Customer is responsible for replacing missing or worn parts, if applicable, including but not limited to cutting edges and bits, bucket teeth, ripper teeth. Customer holds Lessor harmless from any and all responsibility for causes beyond its control, including but not limited to acts of GOD, fire, weather conditions, labor disputes, delays of suppliers and vandalism. In no event shall Lessor be responsible nor shall the Customer or others be entitled to damages for loss of use of equipment, productivity, or any other consequential damages. In the event Customer defaults in the terms and conditions of the agreement, the Lessor is entitled to 18% per annum interest, attorneys' fees and court costs. Maximum usage: A one day rental is based upon 8 hours maximum use within a 24 hour period. A one week rental is based upon 40 hours maximum use within a 7 day period, and a one month rental is based upon 160 hours maximum use in a 4 week period. Additional hours will be charged at overtime rates.

Insurance is the responsibility of the Customer and is required at the time of shipment.

TERMS: The supplying of the above described Equipment is subject to the terms and conditions set forth on the front and reverse sides hereof.

Customer
Signature

Printed Name

Title

FABICK CAT RENTAL TERMS AND CONDITIONS

The words "we," "us" and "our" refer to John Fabick Tractor Company legal entity named on the Agreement ("Fabick CAT"). The words "you" and "your" mean the customer named on the Agreement.

1. **RENTAL AGREEMENT.** Subject to the terms of this Agreement you agree to rent from us the equipment described in the Agreement, including attachments and accessories (the "Equipment"). This Agreement represents the entire agreement between you and us concerning the subject matter of this Agreement and any other terms provided by you are hereby expressly rejected. Your possession or use of the Equipment constitutes your acceptance of the terms of this Agreement. This Agreement does not convey any right or option to purchase the Equipment.

2. **EQUIPMENT USE AND LOCATION.** You acknowledge receipt of the Equipment's operation and maintenance manual (the "Manual") and agree that you will cause the Equipment to be operated at all times in accordance with the Manual and all applicable laws by qualified operators who have been properly trained and understand the safe and proper operation and intended use of the Equipment. You shall not make any changes to the Equipment, modifications or alterations to the Equipment other than as required to comply with your maintenance obligations hereunder and you shall keep the Equipment only at the Equipment Address identified in the Agreement.

3. **ACCEPTANCE AND INSPECTION.** Your receipt and possession of the Equipment constitutes your acknowledgement that you have inspected the Equipment and accept the Equipment in good condition, working order and repair unless you notify us to the contrary in writing within two (2) days of your receipt of the Equipment.

4. **CARE AND MAINTENANCE.** You shall, at your expense: (a) maintain the Equipment in good repair; (b) store the Equipment safely; (c) make all normal and necessary adjustments and lubrication in accordance with the Manual; and (d) contact us when the Equipment needs other service or repairs. You will be responsible for the cost of maintenance and repairs. You will be responsible for undue wear, or damage to the Equipment from accident, abuse, failure to follow the Manual, or negligence. YOU ACKNOWLEDGE THAT THE USE OF CERTAIN ATTACHMENTS, AND/OR OPERATING IN CERTAIN APPLICATIONS OR CONDITIONS THE EQUIPMENT MAY REQUIRE CONSTANT MAINTENANCE TO MINIMIZE DEBRIS BUILD UP ON OR IN THE EQUIPMENT. YOU AGREE THAT YOU WILL CLEAN AND MAINTAIN THE EQUIPMENT AS NECESSARY TO ENSURE THE PROPER OPERATION OF SUCH, AND TO AVOID ANY POTENTIAL PROBLEMS RELATED TO MATERIAL BUILD UP. All replacement parts, service and repairs on the Equipment must be obtained from us, except as otherwise approved by us in writing. We may inspect the Equipment at any time or place and may require you to make such repairs as we feel are necessary to keep the Equipment in the condition required. Should the Equipment become unsafe, malfunction or require repair, you will notify us within 24 hours and immediately cease using the Equipment until such condition is remedied. You shall return the Equipment to our location in the same condition you received it, other than normal wear and tear. If

4042019

the Equipment is returned in unacceptable condition, you agree to pay to us upon demand all charges for cleaning, servicing, repairs and replacements necessary to restore the Equipment to the original condition, and the rental shall continue until such obligations are completed.

5. **TITLE; RISK OF LOSS.** (a) The Equipment shall be our sole and exclusive property. Neither you nor any third party shall acquire any interest in the Equipment, except your right to use the Equipment under this Agreement. You shall keep the Equipment free of any security interests, liens, encumbrances and claims at all times. (b) To the fullest extent permitted by law, you will be responsible for risk of loss, theft, damage or destruction to the Equipment from any and every cause while the Equipment is within your possession or control. If the Equipment is lost, stolen, destroyed or rendered unfit for service, you are responsible for the payment to us of the full value of the Equipment and the rental term shall be extended, and you shall be responsible for rental payments on the Equipment, until such time as we have received such payment.

6. **INDEMNIFICATION.** YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS US AND OUR OFFICERS, EMPLOYEES, DIRECTORS AND AGENTS AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEEDINGS, COSTS (INCLUDING, WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS), EXPENSES, DAMAGES, LIABILITIES AND CLAIMS FOR PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, (COLLECTIVELY REFERRED TO AS "LIABILITIES") ARISING OUT OF OR RELATED TO YOUR USE, POSSESSION, HANDLING OR TRANSPORTATION OF THE EQUIPMENT OR THE BREACH BY YOU OF YOUR OBLIGATIONS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT THAT SUCH LIABILITIES ARISE SOLELY OUT OF OUR NEGLIGENT ACTS OR OMISSIONS.

7. **DISCLAIMER OF WARRANTY/LIMITATION OF LIABILITY.** You acknowledge that we are not the manufacturer of the Equipment and accordingly we make no warranty or representation, either express or implied, regarding the design, manufacture, quality or otherwise except as expressly stated herein and WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Prior to using the Equipment, you shall determine the suitability of the Equipment for your intended use and you shall assume all risk and liability whatsoever in connection therewith. In no event shall we be liable to you for any damages in excess of amounts actually paid by you to us under this Agreement or for any special, indirect, consequential, exemplary or incidental damages. Your sole remedy for any failure or defect in the Equipment shall be, upon prompt written notice to us made within 24 hours of the failure of the Equipment, at our option, (a) repair or replace the Equipment, or (b) terminate this Agreement. If we are not able to provide you with the remedy set forth in subpart (a) of the preceding sentence we will not charge you the rental rate after the time of failure, provided the Equipment is returned to us within 24 hours.

8. **INSURANCE. (A) Liability:** During the term of this Agreement you shall maintain in force a comprehensive general liability insurance policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate,

including products, completed operations and contractual liability, and a commercial auto liability insurance policy with limits of \$1,000,000 per occurrence for any and all rentals where you choose to transport the Equipment using your own vehicle/trailer, whether owned or leased by you. Such coverage shall name us as additional insured and shall be endorsed to provide coverage on a direct and primary, non-contributory basis over other collectable insurance. You shall provide us with a certificate of insurance confirming the required coverage and stating that such insurance may not be canceled or materially modified without thirty (30) days prior written notice to us. (B) **Property:** Insurance for the full value of the equipment during the Rental Term naming Fabick CAT as loss payee is your responsibility. If you do not provide proof of insurance you will be enrolled in Fabick CAT's **Rental Equipment Protection Program ("REP")** and assessed fifteen per cent (15%) of the equipment rental charge, including attachments, to cover the equipment and attachments. REP covers construction, forestry, power, agriculture, material handling, and other non-excluded equipment. REP provides coverage of up to \$500,000 per occurrence *except* for certain excluded events which include, without limitation, (a) your breach of any provision of this Agreement; (b) Criminal/Fraudulent Acts (c) Loss of use - REP does not cover loss of use while the equipment is being repaired; (d) Mechanical breakdown (e) Missing property (f) Wear and Tear; (g) Weight of Load; (h) damage to tires, unless caused by a covered peril; (i) Transit; (j) Pollutants. In the event of a claim, under REP you will be responsible for a deductible of \$1,000 for Equipment valued up to \$25,000 or \$2,500 for equipment valued greater than \$25,000. Additional information regarding the REP program is available from your Fabick CAT representative.

9. **Events of Default and Remedies.** You shall be in default under this Agreement if any of the following events occur: (a) you fail to timely perform any of your obligations under this Agreement; (b) you cease doing business or terminate operations or you become insolvent, assign your assets for the benefit of creditors or enter (voluntarily or involuntarily) bankruptcy proceedings; or (c) we, in our sole judgment and discretion, deem ourselves or the Equipment to be insecure. In the event of a default we shall have the option to exercise any one or more of the following: (i) terminate this Agreement and your rights to the use of the Equipment shall cease; (ii) require you to return the Equipment to our location in the same condition you received it; (iii) peaceably enter the premises where the Equipment is located, take possession of and remove the Equipment, all without liability to us, our employees, agents or contractors for such entry (YOU HEREBY WAIVE, TO THE EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS TO NOTICE AND/OR HEARING PRIOR TO THE REPOSSESSION OR REPLEVIN OF THE EQUIPMENT BY US); (iv) proceed by court action to enforce your performance of this Agreement or pursue any other remedy we may have at law, in equity or under any applicable statute, and recover such other damages as may be incurred by us; (v) recover from you any unpaid rentals due and payable plus interest thereon as set forth in Section 11 below and all costs and expenses (including, without limitation attorney's fees, court and

collection costs) incurred by us in enforcing the terms of this Agreement. Each right and remedy provided is cumulative and not exclusive of any other right or remedy including, without limitation, any right or remedy available to us at law, by statute or in equity.

10. **Rental Period; Taxes.** (a) A day's rental period for the Equipment shall be a maximum eight (8) hours and fractional days are treated as full days for the purpose of calculating the rental fee. A week's rental period comprises a maximum forty (40) hours in seven consecutive days. A month's rental period comprises four (4) consecutive weeks at a total maximum usage of 160 hours. Any use or operation of Equipment in excess of either 8 hours in one day, 40 hours in one week, or 160 hours in any period of four consecutive weeks is considered overtime use. For overtime use you agree to pay "Overtime Rent" which is an hourly prorated rate per the rental agreement period. The minimum rent shall be payable in all events for the entire term and until the Equipment is returned to us without regard to the time during which the Equipment may have been used or operated. (b) You agree to pay all taxes, fees and costs arising out of the use, possession, operation or maintenance of the Equipment.

11. **Late Payments; Waiver.** The acceptance of any payment after the same is due or our failure in any one or more instance to pursue any remedy hereunder upon default by you of any obligation shall not constitute a waiver of any term or conditions of this lease and shall not prevent us from exercising any remedy. Late payments shall bear interest at 18% per annum but in no event more than the highest interest rate allowed by law, from the date due until paid.

12. **Transportation.** Transportation of Equipment is not included in the rental rates. We may have Equipment delivered by a common carrier. We will prepay and bill you the net charges plus a prepaid handling fee. All freight and switching charges, demurrage, transportation charges, and loading and unloading charges are to be paid by you.

13. **General Provisions.** All notices shall be written and delivered by first class mail, postage prepaid, to the other party at its address listed on this Agreement or to such other address as may be specified to the other party in writing. This Agreement shall be governed by and construed in accordance with the laws of the State of our principal place of business, without regard to its conflict of laws provision. You unconditionally accept the jurisdiction and venue of the state or federal courts of such state for the adjudication of any dispute arising out of or related to this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remainder of the Agreement. You grant permission to us to inspect the Equipment at all reasonable times, regardless of location. You shall not assign, sell, or otherwise transfer any of your rights or obligations under this Agreement or in the Equipment without our express written permission.



Rental Quote

Quote Q17120

FABICK CAT - MILWAUKEE, 11200 WEST SILVER SPRING RD. MILWAUK
 FABICK CAT MILWAUKEE 262-513-6666

Date Out: **03/01/2020 Sun 01:35 PM**
 Est. Date In: **06/30/2020 Tue 01:35 PM**

Jobsite: **UTILITY DIV**
 Contact: **JEFF ECKLUND**
 Phone: **262-248-3211**
626 GENEVA ST
LAKE GENEVA,WI
53147 U98US

Bill to: **CITY OF LAKE GENEVA**

626 GENEVA ST
LAKE GENEVA WI 53147-1987

Customer: **1264603 TC2**
 Signed By:
 Order By: **JEFF ECKLUND**

Written By: **Tim Kline**
 Sales Rep: **TIM KLINE**
 PO #:

QTY DESCRIPTION	DAY	WEEK	4WEEK	
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Rental Items

PLEASE NOTE THAT A MINIMUM ONE WEEK RENTAL APPLIES
 DAY RATE APPLIES ONLY AFTER ONE WEEK MINIMUM
 RENTAL IS MET.

1	100 AMP TRANSFER SWITCH 005-0750	\$140.00	\$400.00	\$1,200.00	5,480.00
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CUSTOMER MUST ACQUIRE CALL OFF CONFIRMATION NUMBER
 IN ORDER TO STOP BILLING. PLEASE CALL YOUR LOCAL
 COORDINATOR TO OBTAIN THE CONFIRMATION NUMBER
 AUTHORIZED SIGNATURE REQUIRED
 ON EACH PAGE OF DOCUMENT
 FAX TO 636-680-1505 OR MAIL TO:
 FABICK POWER SYSTEMS RENTAL
 211 FABRICATOR DRIVE
 FENTON, MO 63026

Miscellaneous Items

0	FUEL CHARGED @ \$6.95/GALLON			.00 each	.00
1	3% ENVIRONMENTAL FEE			.00 each	.00
				Total:	5,480.00

The undersigned warrants having the authority to sign for Lessee-Customer.

Customer agrees to all costs of hauling said equipment from Lessor's place of business and to return same to Lessor at end of agreed upon rental period. Customer agrees to have the rented equipment insured against any and all causes of physical damage and to provide public liability insurance while equipment is in its possession. Customer agrees to return equipment in same condition as received, including serviceable tires, less normal wear and tear. Customer is responsible for returning machine clean of all toxic or hazardous material. Customer is responsible for replacing missing or worn parts, if applicable, including but not limited to cutting edges and bits, bucket teeth, ripper teeth. Customer holds Lessor harmless from any and all responsibility for causes beyond its control, including but not limited to acts of GOD, fire, weather conditions, labor disputes, delays of suppliers and vandalism. In no event shall Lessor be responsible nor shall the Customer or others be entitled to damages for loss of use of equipment, productivity, or any other consequential damages. In the event Customer defaults in the terms and conditions of the agreement, the Lessor is entitled to 18% per annum interest, attorneys' fees and court costs. Maximum usage: A one day rental is based upon 8 hours maximum use within a 24 hour period. A one week rental is based upon 40 hours maximum use within a 7 day period, and a one month rental is based upon 160 hours maximum use in a 4 week period. Additional hours will be charged at overtime rates.

Insurance is the responsibility of the Customer and is required at the time of shipment.

TERMS: The supplying of the above described Equipment is subject to the terms and conditions set forth on the front and reverse sides hereof.

**Customer
Signature** _____

Printed Name _____

Title _____

Responsibilities

- Customer will be responsible for obtaining any relevant operating permits, the payment of all local and state taxes and specialized or additional union labor. Customer will be responsible for insurance covering our equipment in the event of a loss.

Diesel Fluid Exhaust

- Customer is Responsible for DEF (Diesel Exhaust Fluid) in all applicable units. DEF is charged at a minimum of \$22.27 per 2.5 gallons.

Preventative Maint

- Our diesel-powered equipment requires service periodically. If you operate our equipment past it's service interval, customer will be responsible for performing this service. Service intervals occur each 250HRS. Our service department can perform these services for an additional charge. Preventative maintenance for our temperature control products varies by project; please consult your sales representative for details. Our compressor equipment requires service periodically. If you operate our equipment past it's service interval, customer will be responsible for performing this service. Service intervals occur each 250HRS and additional service is required at 1200HRS. Our service department can perform these at an additional charge.

Equipment Transport

- It should be noted that all lifting of our equipment (if necessary) must be supplied by your company unless otherwise noted. Any delays during delivery or pick up may result in additional freight charges.

Environmental Fee

- A 3% charge of the rental cost will be added to your invoice. This fee is to cover the disposal of used motor, antifreeze, refrigerants, and refrigerant oil.

Fuel

- Our equipment is shipped full of fuel unless otherwise communicated. Fuel used and not replaced will be invoiced at \$6.95 per gallon.

Rental Eqp Protectio

- John Fabick Tractor Company and its subsidiaries require evidence of the following insurance coverage prior to any customer renting or demonstrating our machinery, attachments, etc. \$1 million in comprehensive general liability coverage (per occurrence). G/L Policy/certificate needs to be named "John Fabick Tractor Company and it's Subsidiaries" as additional insured party. G/L certificate also needs to state that customer's insurance policy is primary and non-contributory. Customer must have adequate physical damage coverage. Policy limit needs to equal or exceed the value for insurance purposes of all machinery, attachments, etc. being rented or demonstrated and specifically list each equipment item when possible. Physical damage/property certificate also needs to state, "John Fabick Tractor Company and it's subsidiaries" are named as loss payee. See the appropriate Fabick Cat personnel for details.

Labor

- If requested, our rate will be quoted, based on normal 7:00AM - 3:30PM work days. Please inquire about labor costs for times other than listed above.

Legal Terms

- To the extent applicable, the contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4 (A), 60-300.5 (A) And 60-741.5(A). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these, regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Payment Terms

- Payment Terms are net 30 days with approved credit if you have a standing account with Fabick. Otherwise, you may apply for a Cat Access Account at www.cataccessaccount.com. All other transactions will be C.O.D. Our monthly billing cycle is every 28 days.



**Amendment
No. 1**

**To: Lake Geneva Utility Commission
Josh Gajewski, Utility Director
361 W. Main Street
Lake Geneva, WI 53147**

Date of Issuance: February 10, 2020

MSA Project No.: 07815004

This is an amendment to the Agreement dated August 21, 2019 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

Project Name: Dodge Water Tower Raising

The project scope has changed due to: Addition of Construction Related Services

The scope of the work authorized is: See Attached

The schedule to perform the work is: Approximate Start Date: Feb. 10, 2020
Approximate Completion Date: Sept. 19, 2020

The estimated fee for the work: \$38,500

Authorization for the work described above shall amend the Agreement between MSA and OWNER. Any attachments or exhibits referenced in this Amendment are made part of the Agreement. Payment for these services will be on a time and materials basis.

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

LAKE GENEVA UTILITY COMMISSION

MSA PROFESSIONAL SERVICES, INC.

Josh Gajewski
Utility Commission Director
Date: _____



Tim Mikonowicz, PE
Team Leader
Date: 02-11-2020



Brad Stuczynski, PE
Project Manager
Date: 02-11-2020

361 W. Main Street
Lake Geneva, WI 53147
Phone: (262) 248-2311

1230 South Boulevard
Baraboo, WI 53913
Phone: 608-356-2771

**ATTACHMENT A:
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Architects.....	\$115 – \$175/hr.
Clerical	\$ 60 – \$115/hr.
CAD Technician.....	\$ 95 – \$143/hr.
Geographic Information Systems (GIS).....	\$ 75 – \$143/hr.
Housing Administration.....	\$ 75 – \$120/hr.
Hydrogeologists.....	\$125 – \$155/hr.
Planners	\$ 85 – \$170/hr.
Principals.....	\$175 – \$275/hr.
Professional Engineers.....	\$ 86 – \$190/hr.
Project Manager	\$ 150 – \$238/hr.
Professional Land Surveyors.....	\$ 87 – \$165/hr.
Staff Engineers.....	\$ 80 – \$150/hr.
Technicians	\$ 65 – \$128/hr.
Wastewater Treatment Plant Operator.....	\$ 75 – \$ 95/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Fax	\$1.00/page
GPS Equipment.....	\$40/hour
Mailing/UPS.....	At cost
Mileage – Reimbursement (currently \$0.575/mile).....	Rate set by Fed. Gov.
Mileage – MSA Vehicle (currently \$0.70/mile).....	Rate set by Fed. Gov
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter.....	\$100/day
PC/CADD Machine.....	Included in labor rates
Stakes/Lath/Rods	At cost
Total Station	Included in labor rates
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing.....	At cost
Trimble Geodimeter.....	\$30/hour

* Labor rates represent an average or range for a particular job classification. These rates are in effect until January 1, 2021.

ATTACHMENT B: SCOPE OF SERVICES

Amendment No. 1 – Construction Related Services

Lake Geneva Utility Commission - Dodge Water Tower Raising

Project Description

The proposed project generally consists of raising, recoating and modifications to the Lake Geneva Utility Commission's (LGUC) existing 200,000 gallon elevated potable water reservoir serving the Dodge high-pressure zone. The proposed scope of work includes the following:

1. Raise existing water tower from 101 feet HWL to 131 feet HWL
 - 30 foot stem extension
 - Structural modifications as necessary including ladders, platforms, overflow pipe, fill pipe, insulation and jacket.
2. Recoat Exterior Surface
 - Completely remove existing coating system by abrasive blast clean
 - Coat surfaces with zinc-rich urethane/polyurethane/fluoropolymer system
3. Recoat Interior Dry Surface
 - Completely remove existing coating system by abrasive blast clean
 - Coat surfaces with zinc-rich urethane/epoxy system
 - Coat riser pipe and underside of bowl with thermal insulative coating
4. Recoat Interior Wet Surface
 - Completely remove existing coating system by abrasive blast clean
 - Coat bare metal surface with zinc-rich urethane/epoxy/epoxy system
5. Recoat pit piping
6. Modify buried discharge pipe discharge to include downward 90 bend and air gap
7. Modify overflow pipe discharge to include screened flap gate
8. Install railing and painter's rigging rail on roof
9. Replace the following hatches with 30-inch diameter hatches
 - Wet interior roof
 - Access tube roof
 - Platform openings
10. Install fixed ladder extension to the top platform
11. Install fall prevention device on the wet interior and dry interior ladders
12. Replace existing expansion joint with bellows-type joint
13. Replace mud valve and reconnect piping
14. Replace condensate line
15. Replace LED obstruction light
16. Evaluate and potentially replace inlet/outlet riser pipe coating, insulation and jacket

Additionally, the following work will be done by the LGUC, or cellular antenna Owners, concurrently, or after the project:

1. Relocate antennas to temporary poles. Reinstall antenna on new roof handrail. (By Cell Carriers)
2. Tree clearing, site restoration and landscaping.
3. Coordination with antenna owners to correct deficiencies in cable mounting, sealing, etc.
4. Remove and reinstall existing cathodic protection system

Note: Blue text indicates a change or clarification in scope from the original Contract.

**ATTACHMENT B:
SCOPE OF SERVICES**

MSA proposes the following engineering services for this Amendment:

Construction Related Services

- Correspondence with Owner and preparation of project updates for Utility Commission meetings (3 assumed)
- Conduct total project kick-off meeting with all Contractors, Owner, Cellular Carriers, and other interested parties. Prepare preconstruction meeting minutes, and distribute to all parties.
- Conduct Bid #1/fabrication preconstruction meeting with Bid #1 Contractor and Utility. Prepare preconstruction meeting minutes, and distribute to all attendees.
- Participate in Bid #2/coating preconstruction meeting via phone conference.
- Review and approve shop drawings, samples and other construction related materials for Bid #1 and Bid #2
 - Provide one copy of all submittals to Owner on USB flash drive.
- Review and process change orders (2 assumed).
- Review and process pay requests (6 assumed).
- Correspondence with Contractor throughout duration of project to discuss schedule, technical details, testing procedures and answer questions as they arise.
- Cell carrier coordination and correspondence throughout duration of project to discuss schedule, technical details and answer questions as they arise.
- Prepare punch list of non-compliant construction features for both projects.
- Prepare and/or process project closeout documents including certificates of substantial completion, testing results, warranties, and record drawings
 - Record drawings based on records submitted by the Contractor.
 - Provide one copy of closeout documents to Owner on USB flash drive.
- Provide part-time onsite observation, documentation and reporting for the anticipated 5-month construction period, up to 5 site visits during construction as follows:
 - Bid #1 – Tower Raising (2 visits)
 - Bid #1 – Pre-substantial completion review
 - Bid #2 – Pre-substantial completion review
 - Pre-final completion review
- One-Year warranty review. Visit site and prepare list of non-compliant or failed construction features for both projects.
- Reimbursables: Sheet reproduction, Postage, Fax, UPS, Mileage.

Additional Services (not included in current scope but available upon request)

- Additional site visits
- Attendance at Utility Commission meetings
- Final elevation survey of raised tower
- Time-lapse video of tower raising
- Drone photography and/or video footage

Project Schedule

- | | |
|----------------------------------|--------------------|
| • Authorization from Owner | February 14, 2020 |
| • Bid #1 Substantial Completion: | July 5, 2020 |
| • Bid #2 Substantial Completion | August 20, 2020 |
| • Final Completion | September 19, 2020 |



DIXON
ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY

4811 S. 76th St., Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

February 7, 2020

Mr. Josh Gajewski
Lake Geneva Utility Commission
361 Main Street
Lake Geneva, WI 53147

Subject: 200,000 Gallon Spheroid (Dodge St.)

Dear Mr. Gajewski,

Enclosed is the proposal for the 200,000 gallon spheroid water storage tank. We have an updated agreement format. Since this is new format, I want to help explain what all is included.

A summary of the agreement and exhibits:

1. The first three pages are the agreement.
2. Dixon's Services (scope of work) are included in Exhibit A (pages 4 to 7).
3. The basis of fees is included in Exhibit C (pages 8 to 11).
4. The summary of compensation fees is in Exhibit C Attachment C-1 (page 12).
5. Billable rates are in Exhibit C Attachment C-2 (page 13).
6. General provisions are in Exhibit GP (pages 14 to 17).
7. Insurance and liability are in Exhibit I (pages 18 to 19).

We appreciate the opportunity to submit this proposal. If you have any questions, feel free to contact me at (414) 429-3430.

FOR DIXON ENGINEERING, INC.,

Kayla Mulcahy
Project Manager

Enclosure



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

4811 S. 76th St., Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

**AGREEMENT BETWEEN OWNER AND DIXON
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of: _____ (“Effective date”) between **Lake Geneva Utility Commission, Lake Geneva, Wisconsin** (“Owner”) and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the (“Owner”) and (“DIXON”) have executed this Agreement. The Owners Project, of which DIXON’s Services under this Agreement are a part, is generally identified as follows: **Project Administration, Paint Preconstruction Meeting, Weld, Wet Interior Coating, Exterior Coating, Dry Interior Coating, and Pit Piping Coating Observation, and One (1) ROV & Exterior Warranty on the 200,000 Gallon Spheroid (Dodge Street)** (“Project”).

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700-18®, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount **\$49,670**.

Proposals / Agreement Signatures

Kayla Mulcahy, Project Manager February 7, 2020
PROPOSED by DIXON (Not a contract until approved by Project Manager or Officer) PROPOSAL DATE

CONTRACT APPROVED BY OWNER POSITION DATE

Co SIGNATURE (if required) POSITION DATE

AGREEMENT APPROVED by DIXON POSITION DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON’s and Owner’s representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Josh Galewski
Address for Owner’s receipt of notices:
Lake Geneva Utility Commission
361 Main St.
Lake Geneva, WI 53147
Email: jgalewski@lgutilities.org

Designated Person: Kayla Mulcahy
Address for DIXON’s receipt of notices:
Dixon Engineering, Inc.
4811 S. 76th St., Suite 109
Greenfield, WI 53220
Email: kayla.mulcahy@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices be shall effective upon the date of receipt.

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

- A. Contract and Project Management (Basic) Services: EXHIBIT A Part 1
- B. Resident Project Representative (RPR): EXHIBIT A Part 1
- C. Other Services: Services beyond the scope of Exhibit A are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each phase.
- B. Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period of time for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meanings indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

- A. EXHIBITS Included:
 - 1. EXHIBIT A, DIXON's Services and Owner's Responsibilities.
 - 2. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
 - 3. EXHIBIT C, Attachments C-1 and C-2.
 - 4. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
 - 5. EXHIBIT I, Insurance and Limits of Liability.
- B. EXHIBITS to be added as needed:
 - 1. EXHIBIT J, Special Provisions. Services added at/before Effective date (included in original Agreement sometimes referred to as an Addendum).
 - 2. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS B, D, F, and H merged with other Exhibits or not used.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. Those provisions refer mostly to services that result from this Agreement.

9.01 Survival:

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Successors, Assigns, and Beneficiaries:

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON's Certifications:

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES

Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties: DIXON shall provide Contract and Project Management (BASIC) Services, and Resident Project Representative (RPR).

DIXON has combined the six construction project phases into four phases; Design or Technical Specification Phase, Contract Document and Bidding Phase, Construction Phase, and Post Construction Phase. We then included DIXON's Basic Services, RPR Services, and Owner's responsibilities for each respective phase.

PART 1

A1.01 Construction Phase:

- A. Basic Services:
 - 1. DIXON will consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700-18 Standard General Conditions of the Construction Contract.
 - 2. All of Owner's instructions to Contractor will be issued through DIXON, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 - 3. Engineer or RPR has authority to Stop Work if Engineer or RPR questions the quality of Work or rejects the Work, or if there (in the sole opinion of Engineer or RPR) a potential for creating an environmental contamination.
 - 4. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
 - 5. Duration of Construction Phase: The Construction Phase will terminate upon written recommendation by DIXON for final payment to Contractors.
- B. RPR Services for Maintenance of Existing Structures
 - 1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
 - 2. Attend a Kick Off meeting, and address questions regarding observation services and coordination of field observations.
 - 3. Attend a Paint Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
 - 4. Hold Point General:
 - a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
 - b. A Hold Point Site visit is one observation trip to perform one of the functions below. The number of Site visits required are estimates.
 - c. If two Job Tasks are performed during the same trip, there is no additional charge (i.e. exterior intermediate and pit piping primer).
 - d. The Site visit fees may vary between services (i.e. welding vs. coating) based on the higher compensated weld observer. Hold Point are itemized in EXHIBIT C, Attachment C-1.
 - 5. Hold Point Weld/Modifications- Observe, Record, Report, and:
 - a. Observe steel delivered to Site for thickness, conformance to specifications, and quantity.
 - b. Review initial erection procedures and qualifications of all welders.
 - c. Observe welding procedures and practices and completed welding. Select locations for radiographic observation of steel welded at ground level.

- d. Observe welding procedures and practices and welding completed in the air. Select locations on completed aerial construction for radiographic observation of erected steel.
 - e. X-rays located and taken by the Contractor, located and observed by DRR are the property of the Owner. DRR will collect all x-rays and send them to a DIXON CWI or Project Engineer, for final review and report. After review DIXON will send the x-rays along with the CWI's report to Engineer.
6. Review construction for completeness, installation of tank appurtenances, and final observation of all welding prior to withdrawal of the erection crew and removal of access equipment. Hold Points and RPR Coating Observation Services Common to Hold Point: All services will not be necessary each Site visit observation.
 - a. Review abrasive and coating materials for approved manufactures.
 - b. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
 - c. Observe abrasive blast cleanliness for specification requirements using SSPC Visual Standards, latest edition thereof.
 - d. Review coating mixing, thinning, and manufacturer's application requirements.
 - e. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
 - f. Observe wet interior using high/low voltage holiday detection.
 - g. Observe applied coating for dry film thickness, coverage, uniformity, and cure.
 7. Hold Point Coating Wet Interior - Observe, Record, Report, and:
 - a. Verify test area for abrasive cleaning meets or exceeds minimum of specified standard
 - b. Collect spent abrasive for sampling and testing.
 - c. Abrasive blast cleaning prior to application of the prime coat.
 - d. Prime coat prior to application of the next coat.
 - e. Intermediate coat prior to application of the stripe or topcoat.
 - f. Stripe coat prior to application of the topcoat.
 - g. Topcoat for compliance with specifications.
 - h. Observe wet interior using high/low voltage holiday detection.
 - i. Inspect seam sealer.
 8. Hold Point Coating Exterior - Observe, Record, Report, and:
 - a. LPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for s abrasive blast cleaning.
 - b. Abrasive blast cleaning prior to primer application.
 - c. Prime coat prior to application of the epoxy intermediate coat.
 - d. Epoxy intermediate coat prior to application of the urethane intermediate coat.
 - e. Urethane intermediate coat prior to application of the topcoat.
 - f. Topcoat for compliance with specifications.
 - g. Observe exterior using high/low voltage holiday detection.
 - h. Application of the lettering/logo for thoroughness, dimensions (visual only) and aesthetic appearance in accordance with specification requirements, and to verify no damage occurred during lettering.
 9. Hold Point Coating Dry Interior- Observe, Record, Report, and:
 - a. LPWC for thoroughness and compliance with specifications.
 - b. Verify test area meets or exceeds minimum specified standard for abrasive cleaning and examine surface profile created. Collect spent abrasive coating debris for sampling and testing.
 - c. Abrasive blast cleaning prior to application of the prime coat.
 - d. Prime coat prior to application of the topcoat.
 - e. Topcoat for compliance with specifications. Review all contract items to assure they have been completed according to contract requirements.
 10. Hold Point Coating Pit Piping- Observe, Record, Report, and:

- a. Verify test area meets or exceeds minimum specified standard for abrasive blast cleaning and surface profile created.
 - b. Abrasive blast cleaning prior to application of the prime coat.
 - c. Prime coat prior to application of the topcoat.
 - d. Topcoat for compliance with specifications.
11. Hold Point Project Finalization:
- a. Review all repairs not installed until after coating.
 - b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
 - c. Observe the installation of screens, light bulbs, etc.
 - d. Observe Site for restoration to pre-project conditions.
 - e. Formulate a punch list of items to complete.
 - f. Create a second punch list if needed before finalization.
 - g. Finalize the project to assure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.
- C. Construction Phase - Owner's Responsibilities:
- 1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
 - 2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 - 3. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of DIXON in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on DIXON, then Owner shall compensate DIXON for any related increases in the cost to provide Construction Phase services.

A1.02 Post Construction Phase:

- A. Basic Services:
- 1. One Year Warranty Observation - ROV and Exterior:
 - a. Review all wet or dry interior surfaces for corrosion and/or damage, qualify and quantify damage for repairs. All coating repairs needed are to be quantified by extrapolation of a measured area and compared with warranty requirements.
 - b. Observe the exterior coating and quantify damages.
 - c. Review all repairs completed during Construction Phase.
 - d. Review all exterior appurtenances for damage due to corrosion or construction.
 - e. Review exterior of the exposed foundations.
 - f. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources.
 - g. Prepare a report documenting all items found that meet or fail to meet warranty requirements and recommendations for repair. The report will be letter format.
 - 1. Warranty Failure - When observation has determined that warranty requirements were not met then DIXON will:
 - a. Together with Owner, visit the Project to observe any apparent defects in the Work if requested, make recommendations as to replacement or correction of defective Work, or the need to repair any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 - b. If warranty repair is required provide letter as notice of rejection to Owner so that they may forward to Bonding Company. Notice of rejection may be all inclusive or limited to specific area.
 - c. Provide RPR services during any required correction of any work not meeting requirements of one-year warranty observation.

- d. Extend contract an additional year and repeat warranty services if repairs warrant a second repair period.
- 2. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this EXHIBIT A, will terminate thirteen months after the commencement of the Construction Contract's correction period.
- B. Post Construction Phase – RPR Services
 - 1. Detailed above if repairs are needed.
- C. Post Construction Phase - Owner's Responsibilities:
 - 1. Warranty Observation - ROV Observation:
 - a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV observation, or as a minimum, maintain positive flow (No water withdrawal from tank).
 - b. Perform chlorine residual and bacteriological testing after completion of observation.

A2.01 ADDITIONAL SERVICES

- A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.
 - 1. All additional requested services and associated fees shall be documented by an Exhibit K, Contract Amendment signed by both parties.

BASIS OF FEES, INVOICING AND PAYMENT

General Provisions of Article 4 of the Agreement has been moved to this EXHIBIT C:

Part 1 BASIS OF FEES

C1.00 Owner's Responsibility:

- A. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR), and Additional Services as detailed below and as summarized in Attachment 1 to EXHIBIT C. (Exhibit C-1).

C1.01 Basis:

- A. Hourly rates of DIXON's employee are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C as Exhibit C Attachment 2. (Ex C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON's discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
 1. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.

C1.02 Methods of Rate Calculation and Definitions including Limitations:

- A. Standard Hourly Rate (SHR) Method: An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor or unforeseen project expenses. (Phase 3 Construction, Basic, and RPR services, and for Additional Services during all phases. Overtime rates apply on weekends, holiday, and over 40 hours per week. When accounting for the 40 hours it applies over 40 hours worked between Monday and Friday, weekend rates are already at Overtime rate. Holiday pay also does not contribute toward the accounting for 40 hours.)
 2. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
 3. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
 - a. The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
 - b. The estimator then calculates Reimbursable Expenses based on the same criteria.
 - c. Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services. The Lump Sum Method fee charged by DIXON constitute full and completed compensation for DIXON's services including labor costs, overhead, and profit, and reimbursable expenses.
- C. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.
 1. DIXON may use a Lump Sum for the entire project.

- D. Unit Price (UP) Method: Can be considered individual Lump Sum amounts. Reimbursable expenses are calculated and included in Unit Price methods.
 - 1. The Unit Price Method is used when DIXON completes Hold Point Observations, Project Progress or Preconstruction Meetings, known, controlled portions of the Contract and unknown Post Construction (Additional Services).
 - 2. Exhibit J Amendment: If Amendment changes Scope of Services then Additional Services may be negotiated Lump Sum or Standard Hourly Rate Method.
 - 2. Exhibit B Antennas: LS, UP, or SHR or Combination per Exhibit K based on type of services.
 - 3. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
 - 4. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.
- E. Not every Method of Rate Calculation may be used in this or any Contract, but every contract may be amended by using Exhibit K. If additional Work proposed in Exhibit K involves a different Method of Rate Calculation, it will be clearly defined herein.

C1.03 Definitions including Limitations:

- A. Basic Services to be performed are identified as Basic Services in Exhibit A, or by reference, in the General Conditions (GC-700-18) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the SHR method. These services are contracted services and thus are prior authorized.
- B. RPR Services contractually agreed services per Exhibit A or by reference, in the General Conditions (GC-700-18) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often a Contract for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services some services are Basic to every contract such as Preconstruction Meeting and review of Final Pay Request. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed, and thus Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A. These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum to Agreement is required. The calculation of fees is Work dependent and may be calculated by the SHR method, or Lump Sum or Unit Price.
- E. Antenna Services are defined in Ex B and authorized by Exhibit K – Antenna Addendum. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services (by addendum) and thus are prior authorized.

C1.04 Fees:

- A. Contracted Fees are detailed in this Exhibit C Attachment 1.
- B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are

required. Contingency fees unused will not be invoiced. Basic and/or RPR Fees may be increased to accomplish the same benefits of a Contingency Allowance.

- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Contract, is a Contractually agreed remedy for small violations or nonadherence of the Contract terms which result in extra or unnecessary expenses to the Owner. The cost for these unnecessary expenses are not foreseen and cannot be calculated. They are the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Owner. These services generally do not require prior approval of Owner, because they are required in the administration of the Contract. Set-off fees are invoiced to the Owner, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
1. A few examples of Set-off Fees are when the Owner has incurred extra charges or engineering costs related to:
 - a. Excessive submittal review,
 - b. Excessive evaluations of proposed substitutes,
 - c. Tests and inspections, or return Hold Point Observations to complete Field Work that were determined to be a failed inspection and,
 - d. Work is defective, require correction or replacement including additional inspection costs.
 2. Set-off is only used during the Construction and Post Construction Phases where additional Observation or engineering services are required to correct failed Work.

C1.05 Estimated Fee:

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Owner notice thereof, allowing Owner to consider its options, including suspension or termination of DIXON's services for Owner's Convenience. Upon notice, Owner and DIXON promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate DIXON's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Owner and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
 3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum requirements of these paragraphs are not negotiable. An RPR is a professional, and if he remains on Site, he is guaranteed the minimum number of hours. Negotiations may Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

- A. Attached to this EXHIBIT C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.

1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of the first January 1 date past expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.
2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate by the same percentage increase as Standard Hourly Rates.
3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right for implementing rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this EXHIBIT C and Attachments C-1 and C-2. DIXON will submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Small monthly invoices may be held by DIXON only, for a month or more and combined.
- B. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- C. Failure to Pay: If Owner fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
 - a. Amounts due DIXON will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.
- D. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

PART 3 SELECTION OF RPR SERVICES

C3.01 Hold Point Observations:

- A. The RPR travels to site complete the observation and travels back to Base Office. On site time at a minimum is time to complete observations and to complete report.

EXHIBIT C ATTACHMENT C-1: Agreement Between
Owner and DIXON

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Forty-Nine Thousand, Six Hundred, Seventy Dollars, \$49,670** and summarized as follows:

Schedule of Values				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.01 Kick Off Meeting			\$1,250	Unit Price
A1.01-Paint Preconstruction Meeting			\$1,250	Unit Price
A1.01-Other Defined Basic Services: Project Administration			\$3,300	Lump Sum
A1.01-RPR Services Weld	5	\$1,250	\$6,250	Unit Price
A1.01-RPR Critical Phase Coating	28	\$1,215	\$34,020	Unit Price
A1.02-Warranty Observation			\$3,600	Lump Sum
Total			\$49,670	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.

EXHIBIT C ATTACHMENT C-2: Agreement Between
Owner and DIXON

STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate*</u>
Principal	\$255.00	
Project Manager	\$153.00	\$230.00
Engineer	\$158.00	\$237.00
CWI Welding RPR	\$137.00-\$153.00	\$206.00-\$230.00
DIXON Level 3 or NACE Certified Level 3 RPR	\$107.00-\$137.00	\$161.00-\$206.00
DIXON Level 2 or NACE Level 2 RPR	\$97.00-\$122.00	\$146.00-\$183.00
DIXON Level 1 or NACE Level 1 RPR	\$87.00-\$97.00	\$131.00-\$146.00
Contract Support Staff	\$112.00-\$138.00	\$168.00-\$207.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.70/mile + tolls	\$0.60/mile
Lodging	\$155.00 per diem	\$145.00 per diem
Meals	\$47.00 per diem	\$40.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2020

Revised: 8/6/2019

**GENERAL PROVISIONS AND RELATED CONDITIONS FROM AGREEMENT OR
EXHIBITS**

GP1.00 Time for Completion:

- A. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of EXHIBIT C ATTACHMENT 1 and 2), is considered a Change in Scope of Services and the rates and amounts of DIXON's compensation shall be adjusted equitably in accordance with the succeeding year's EXHIBIT C ATTACHMENT 1 and 2.
- B. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
- C. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- D. If DIXON fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

GP1.01 Opinions of Probable Construction Cost:

- A. DIXON's opinions (if any) of probable Construction Cost are to be made on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON.

GP1.02 Standards of Performance and Compliance with Laws and Regulations:

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Technical accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. DIXON shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Reliance on Others: Subject to the Standard of Care set forth above in Paragraph GP1.02. A, DIXON and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and the publishers or technical standards.
- D. DIXON will make visits to the Site at intervals appropriate to the various stages of construction as DIXON deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, DIXON, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents.

- E. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor's furnishing and performing of its work. DIXON shall not be responsible for the acts or omissions of any Constructor or for Constructor's compliance with Laws and Regulations.
- F. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Contractor.
- G. DIXON shall not be responsible for any decisions made regarding the construction Contract requirements, or any application, interpretation, clarification, or modification of the construction Contract documents other than those made by DIXON or its consultants.
- H. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or (4) providing legal advice or representation.

GP1.03 Use of Documents:

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not. NOTE: A delayed project may require revisions of the Bid and/or Contract Documents.
 - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. DIXON grants Owner a limited license to use the Documents on the Project. Owner shall not use, reuse, or modify the Documents without written verification, completion, or adaptation by DIXON. The limited license to Owner shall not create any rights in third parties.

GP1.04 Suspension and Termination:

- A. Suspension:
 - 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to DIXON.
 - 2. By DIXON: DIXON may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
- B. Termination: The obligation to provide further services under this Agreement may be terminated.
 - 1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - 2. By DIXON:
 - a. Upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - b. DIXON shall have no liability to Owner on account of either such termination. This Agreement will not terminate; however, if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof.

3. For convenience, by Owner effective upon DIXON's receipt of notice from Owner.
- C. Effective Date of Termination: The terminating party under Paragraph GP 1.04 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. Payments Upon Termination:
 1. In the event of termination by Owner or by DIXON for cause, DIXON shall be entitled, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in EXHIBIT C.
 2. The scheduled time period between Contract Award and the physical start of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension."

GP1.05 Controlling Law and Compliance with Laws and Regulations:

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located. DIXON and Owner shall comply with state Laws and Regulations of state of Project.
- B. DIXON shall comply with any and all instructions of Owner, and all requirements of Contractor's or Owner's safety program that are applicable to DIXON's performance of services under this Agreement and that Owner provides to DIXON in writing, prior to the Effective Date; subject to the Standard of Care set forth in Paragraph GP1.02.A above, and to the extent compliance is not inconsistent with professional practice requirements.
- C. The following may be the basis for modifications to Owner's responsibilities or to DIXON's scope of services, times of performance, or compensation:
 1. Changes after the Effective Date to Laws and Regulations;
 2. The receipt by DIXON; or changes after the Effective Date of Owner-provided written policies and procedures;
- D. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700-18 "Standard General Conditions of the Construction Contract" (2018 Edition), prepared by the Engineer's Joint Contract Documents Committee, and as modified by DIXON unless expressly indicated otherwise. If Owner supplied General Conditions are used, then DIXON supplied Additions shall also be used to the extent they do not conflict with Owner's.

GP1.06 Dispute Resolution

- A. Owner and DIXON agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking nonbinding mediation or exercising their rights at law.
- B. If negotiations fail then Owner and DIXON shall proceed to nonbinding mediation before a panel of three, one panel member selected by each party, and one mutually agreeable person. The only requirements are that neither party have any financial or relational control over any panel member. DIXON will select, based on expertise in the area of dispute. (DIXON pays fees for their panel member, Owner pays fees of their member and third member's fees are to be paid as direct by the panel, even if their final dispute resolution is not accepted).
- C. After one trial mediation, unless an additional attempt is accepted by both parties either party may exercise their rights at law.

GP1.07 Environmental Condition of Site:

- A. Owner represents to DIXON that as of the Effective Date to the best of Owner's knowledge, that there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site.

- B. Constituents of Concern in the Coating Industry- DIXON and Owner acknowledge that the coating industry may generate hazardous waste or Constituents of Concern (C of C) when removing old coatings, C of C may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be C of C but are considered Known C of C.
- C. If DIXON Encounters or learns of an undisclosed Constituents of Concern at the Site, then DIXON shall notify Owner. State and Federal notifications, if required, are the responsibility of the Owner.
- D. Owner acknowledges that DIXON is performing professional services for Owner and that DIXON is not and shall not be required to become an “owner,” “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON’s activities under this Agreement

INSURANCE AND LIABILITY CONCERNS

The Agreement is supplemented to include the following agreement of the parties:

11.00 Insurance:

- A. The limits of liability for the insurance required on this project are as follows:
- B. By DIXON:
 - 1. Workers' Compensation: Statutory
 - 2. Employer's Liability --
 - 1) Bodily injury, each accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
 - 3. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
 - 2) General Aggregate \$2,000,000
 - 4. Excess or Umbrella Liability
 - 1) Per Occurrence: \$5,000,000
 - 2) General Aggregate: \$5,000,000
 - 5. Automobile Liability
 - 1) Combined Single Limit (Bodily Injury and Property Damage): \$1,000,000
 - 6. Professional Liability --
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$2,000,000
- C. Additional Insured's: The following individuals or entities are to be listed on DIXON's general liability policies of insurance as additional insured's: Owner and other parties requested by Owner Electronic Data Transmittal Protocol within reason.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- E. DIXON shall deliver to the Owner certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of DIXON's services and at renewals thereafter during the life of the Agreement.
- F. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against DIXON or its Consultants. Owner and DIXON waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner shall take appropriate measures in other Project-related contracts to secure waivers of rights.
- G. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- H. At any time, Owner may request that DIXON or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in EXHIBIT I. If so, requested by Owner, and if commercially available, DIXON

shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and EXHIBIT I will be supplemented to incorporate this requirement.

I. Definitions:

1. Owner and Party 1 is Owner and Owner's officers, directors, membership, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
2. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

I1.01 Limitation of Liability:

- A. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in EXHIBIT I to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Owner and anyone claiming by, through, or under Owner shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement

I1.02 Exclusion of Special, Incidental, Indirect, and Consequential Damages:

- A. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement. DIXON and Party 2 shall not be liable for special, incidental, indirect, or consequential damages arising out of, or related to this Agreement or the Project, from any cause or causes, including but not limited to: damage to water supply or reduction in fire protection.

I1.03 Percentage Share of Negligence:

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming under the other party for damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.