

**CAMBRIDGE WATER, SEWER, AND STORMWATER COMMITTEE
AMUNDSON COMMUNITY CENTER
200 SPRING STREET – COMMUNITY ROOM
AGENDA
6:30 PM
DECEMBER 20, 2022**

- 1. Call to Order/Roll Call**
- 2. Proof of Posting**
- 3. Approval of consent agenda**
 - a. Meeting Minutes from 11-15-2022
- 4. Approval of Bills**
- 5. Reports**
 - a. Utility Clerk
 - b. Staff Report
- 6. Old Business:**
 - a. Discussion and Possible Action on Meter Reading Equipment - MSA
 - b. Discussion and Update on Well #3 Bid Opening
 - c. Discussion and Possible Action for MSA on Well #3 Contract Extension-Construction
 - d. Discussion and Possible Action for MSA on Administration-Safe Drinking Water Loan Program
- 7. New Business:**
 - a. Discussion and Possible Action on 515 Allen St. High Water Usage in November
 - b. Discussion and Possible Action on Generator Preventative Maintenance Agreement
- 8. Public Comment**
- 9. Questions, Referrals to Staff or Future Agenda Items**
- 10. Adjournment**

Vicki Redford, Utility Clerk

- a) Persons needing special accommodations should call 608-423-3712 at least 24 hours prior to the meeting.
- b) More specific information about agenda items may be obtained by calling 608- 423-3712.
- c) A quorum of the Water & Sewer committee will attend this meeting for the purpose of gathering information relevant to their responsibilities as Water & Sewer committee members.
- d) Final Agendas are typically posted by 4 PM on the Friday preceding the regular meeting at the Amundson Community Center, Cambridge Post Office, Hometown Bank and Village of Cambridge Web site at www.ci.cambridge.wi.us

**CAMBRIDGE WATER, SEWER, AND STORMWATER COMMITTEE
AMUNDSON COMMUNITY CENTER
200 SPRING STREET – COMMUNITY ROOM
6:30 PM
NOVEMBER 15, 2022**

MINUTES

1. **Call to Order/Roll Call:** Breunig called the meeting to order at 6:32pm. Members present: Ted Kumbier, Steve Struss, and Kris Breunig. Member absent: Larry Gunseor. Others present: Mike Reiber from Dancing Goat Distillery, Dan Greve from MSA, Jay Weiss, Ed Vanderbosch, Marcus Moths from Ethoplex, Mark McNally Village President. Village Staff: Derek Schroedl, Tod Lord, Lisa Moen, and Vicki Redford.
2. **Proof of Posting:** Agendas were posted in the upper and lower levels of the Amundson Community Center, Hometown Bank, Badger Bank, Cambridge Post Office, and the Village Website.
3. **Approval of consent agenda**
 - a. Meeting Minutes from 10-18-2022

Struss made a motion to accept the consent agenda as presented. Kumbier seconded the motion. Motion Carried.

4. Approval of Bills

Kumbier made a motion to accept the bills in the amount of \$69,058.64 Struss seconded the motion. Motion carried on a 3-0 roll call vote.

5. Reports

- a. **Utility Clerk:** This month I was helping with the election. I have been working with Brian Roemer from Ehlers on information needed for the water rate increase. As well as my daily, weekly, and monthly duties.
- b. **Staff Report:** Schroedl told the Committee that well #2 is back online. New pipe was put in at the well, and the spare pump was installed at well #2. Director Lord said the new employees will be trained in the water system in the spring.

6. Old Business:

- a. **Discussion and Possible Action Regarding Jay Weiss & Tree Project:** Weiss told the Committee about all the time and money he put into the Tree Project over the past 17 years. Weiss expressed his interest in continuing to work with the Village on the Tree Project. Weiss stressed the importance of stewardship to the trees that have been planted. Struss thanked him for all he has done and reminded him that the question before the committee at this time was the deduct meter and who was paying for it. Village attorney Jane Landretti provided a memo, which was included in the packet. The memo states: the PSC statutorily does not allow water credits. Moen explained that in the past the Village was able to pay for the deduct meter as Weiss was the Village Forester, but upon his

resignation, we were no longer able to do that. After discussion, the Committee decided to refer Weiss's interest in working with the Village on the Tree Project to the Village Board.

Struss made a motion to move 7a. up in the agenda. Breunig seconded the motion. Motion carried.

b. Discussion and Possible Action Regarding Well #3 Update/Bid Opening:

Dan Greve from MSA explained to the Committee that the PSC and DNR have approved specifications for the well #3 project. The bid opening has been advertised and bids will be opened on December 8, 2022. Greve explained once we accept a bid, Ehlers will be able to calculate the rate increase needed.

c. Discussion and Update on Well #2: This was discussed in the staff report.

d. Discussion and Possible Action Regarding Meter Reading Equipment:

Water operator Schroedl told the Committee that he spoke with Dave Magnussen from MSA about other meter reading options. The equipment could be replaced gradually as meters are replaced or done as a large project. Schroedl said 10% of meters should be replaced yearly anyway. Greve from MSA said we could fill out an application for the Safe Drinking Water Loan Program to fund the equipment change. This would be a longer loan with lower interest rates. Schroedl will follow up with MSA regarding the equipment. Questions to look at: if we go with a different vendor, could it be done gradually; would it work with our meters or would all meters have to be replaced at the same time?

e. Discussion and Possible Action Regarding Water Sampling: Utility Clerk Redford told the Committee: Village attorney Landretti has reached out to Nick Maas from the Dancing Goat regarding water testing. There has not been a response yet. Reiber from the Dancing Goat said Maas has been out on family leave. He is back to work now and is available to meet.

f. Discussion and Update on Street Sweeper: Water Operator Schroedl said the street sweepers that they had in mind were not in good shape. He said they have one Pelican available for slightly more. As it is available now, and just slightly over what was approved, Administrator Moen has told them to move forward with the purchase.

7. New Business:

a. Discussion and Possible Action Regarding Rental of Water Tower Space:

Marcus Moths from Ethoplex, told the Committee Ethoplex would like to put an antenna on top of our water tower. They are looking at providing services to the Vineyard apartments. Our water tower may be overpopulated already. There was discussion of how it could affect our SCADA system as well as other questions. Other locations were discussed too. Discussion regarding free wi-fi for public parks/spaces. He will provide more detailed plans to MSA so that they can review.

Struss made a motion to move forward with Ethoplex antenna placement pending review from MSA. Kumbier seconded the motion. Motion carried.

- b. Discussion and Possible Action Regarding Clean out of Koshkonong Creek:** Committee member Struss and public works met with the Jefferson County Drainage District and the creek needs to be cleaned from Jefferson St to Water Street. He was told it could be done for \$10,000 to \$15,000 if the Village would pay for it. Otherwise, they would need to assess landowners which would result in higher costs. Discussion regarding how much land the village owns and what our costs would be under an assessment. President McNally suggested asking Cambridge Foundation for the funds to clean the creek. The Committee agreed that was a promising idea.

Struss made a motion to request \$15,000 from the Cambridge Foundation for cleaning the Koshkonong Creek. Kumbier seconded the motion. Motion passed.

8. Public Comment: None

9. Questions, Referrals to Staff or Future Agenda Items:

1. MSA-Meter Reading Equipment
2. Jay Weiss-Tree Project- Water Credit – after discussion by Village Board
3. Street Sweeper
4. Well #3 Bid Opening
5. Well #3 - Contract Extensions-Construction Administration-Safe Drinking Water Loan Program

10. Adjournment:

Struss made a motion to adjourn the meeting. Kumbier seconded the motion. Breunig adjourned the meeting at 7:39pm.

Vicki Redford, Utility Clerk

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- c) A quorum of the Water & Sewer committee will attend this meeting for the purpose of gathering information relevant to their responsibilities as Water & Sewer committee members.
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VILLAGE OF CAMBRIDGE

Policy of Decorum for Public Meetings

The purpose of Policy of Decorum is to promote mutual respect, civility, and orderly conduct among elected and appointed Village officials, Village staff, and members of the public. This policy is not intended to deprive any person of his or her right to freedom of expression, but to promote, to the extent possible and reasonable, open dialogue and positive communications while discouraging intimidating, demeaning, volatile, hostile or aggressive actions. The Village expects locally elected and appointed officials and its employees to comply with this policy, and also seeks cooperation from members of the public.

The Village holds numerous public meetings, such as meetings of the Village Board and Village commissions, boards and committees. In order to safeguard participatory democracy in the Village of Cambridge, all elected officials, appointed officials and Village employees are expected to adhere to the following standards of conduct:

- Treat everyone with courtesy;
- Listen to others respectfully;
- Exercise self-control;
- Exercise honesty at all times;
- Give open-minded consideration to all viewpoints;
- Focus on the issues and avoid personalizing debate;
- Embrace respectful disagreement and dissent as democratic rights that are inherent components of an inclusive public process and tools for forging sound decisions;
- Allow board and commission members to speak without intimidation or interruption;
- Provide fair and equal treatment for all persons coming before Village bodies.

The Village requests that members of the public also exercise civility by following these guidelines during public meetings.

Whenever any disturbance or disorderly conduct shall occur in any of the meetings of the board, the president may cause the room to be cleared of all persons causing such disorderly conduct. VCO § 2.08.190.

12/16/2022 8:19 AM

In Progress Checks - Full Report - ALL
ALL Checks by Payee
HOMETOWN BANK GENERAL OPERATING

Page: 1
ACCT

Dated From: 12/20/2022 From Account:
Thru: 12/20/2022 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
12/20/2022 ABT Mailcom			
DECEMBER BILLING			
500-00-53700-681-100		POSTAGE	185.20
		DECEMBER BILLING	43842
600-00-53700-851-300		POSTAGE EXPENSE	185.20
		DECEMBER BILLING	43842
800-00-58100-681-100		POSTAGE	185.20
		DECEMBER BILLING	43842
			Total 555.60
12/20/2022 CAMBRIDGE/OAKLAND WASTEWATER COMMISSION			
DECEMBER 2022 BILL			
600-00-53700-824-000		PAYMENTS TO COWC	58,934.94
		DECEMBER 2022 BILL	NOVEMBER
			Total 58,934.94
12/20/2022 CARGILL INC			
KD CRSE SO BULK			
500-00-53700-630-150		CHEMICALS - SALT	2,773.15
		KD CRSE SO BULK	2907761670
			Total 2,773.15
12/20/2022 Core & Main			
METER EQUIPMENT			
500-00-53700-650-420		METER REPLACEMENTS- STOCK	2,022.00
		METER EQUIPMENT	089008
			Total 2,022.00
12/20/2022 DIGGERS HOTLINE INC			
NOVEMBER 2022			
500-00-53700-689-100		DIGGERS HOTLINE EXPENSES	53.94
		NOVEMBER 2022	221 1 46201
			Total 53.94
12/20/2022 FARRAR, LEE			
STATE LABS			
500-00-53700-660-000		VEHICLE/FUEL EXPENSES	19.84
		STATE LABS	11-22-2022
500-00-53700-660-000		VEHICLE/FUEL EXPENSES	19.84
		STATE LABS	11-23-2022

12/16/2022 8:19 AM

In Progress Checks - Full Report - ALL

Page: 2

ALL Checks by Payee

ACCT

HOMETOWN BANK GENERAL OPERATING

Dated From: 12/20/2022

From Account:

Thru: 12/20/2022

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
500-00-53700-660-000		VEHICLE/FUEL EXPENSES	
		STATE LABS	19.84
	11-30-2022		
500-00-53700-660-000		VEHICLE/FUEL EXPENSES	19.84
		STATE LABS	
	12-13-2022		
		Total	79.36
12/20/2022 MARTELLE WATER TREATMENT			
SODIUM HYPOCHLORITE BULK			
500-00-53700-630-000		CHEMICALS	258.74
		SODIUM HYPOCHLORITE BULK	
	24391		
		Total	258.74
12/20/2022 OAKLAND SANITARY DISTRICT			
DECEMBER BILL			
600-00-53700-822-000		PAYMENTS TO REGIONAL PLANT	453.50
		DECEMBER BILL	
	NOVEMBER		
		Total	453.50
12/20/2022 SJE			
PUMP SERVICE			
600-00-53700-831-100		SEWER LINE LIFT STAT. MAINT.	1,875.00
		INSPECT TWO LIFT STATIONS	
	CD99461825		
		Total	1,875.00
12/20/2022 TOTAL ENERGY SYSTEMS, LLC			
GENERATOR MAINTENANCE			
600-00-53700-831-000		MAINTENANCE OF SEWER PLANT	1,485.37
		GENERATOR MAINTENANCE	
	INV91519		
		Total	1,485.37
12/20/2022 USA BLUE BOOK			
2-WAY LEAD FREE BRASS SOLENOID VALVE			
500-00-53700-640-000		SUPPLIES AND EXPENSES	586.77
		2-WAY LEAD FREE BRASS SOLENOID VALVE	
	185299		
		Total	586.77
12/20/2022 WISCONSIN STATE LABORATORY OF HYGIENE			
FLUORIDE/FLDFLUOR			
500-00-53700-630-000		CHEMICALS	28.00
		FLUORIDE/FLDFLUOR	
	730071		

12/16/2022 8:19 AM

In Progress Checks - Full Report - ALL

Page: 3

ALL Checks by Payee

ACCT

HOMETOWN BANK GENERAL OPERATING

Dated From: 12/20/2022

From Account:

Thru: 12/20/2022

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
			Total 28.00
			Grand Total 69,106.37

12/16/2022 8:19 AM

In Progress Checks - Full Report - ALL

Page: 4

ALL Checks by Payee

ACCT

HOMETOWN BANK GENERAL OPERATING

Dated From: 12/20/2022 From Account:

Thru: 12/20/2022 Thru Account:

Amount

Total Expenditure from Fund # 500 - WATER UTILITY	5,987.16
Total Expenditure from Fund # 600 - SEWER UTILITY	62,934.01
Total Expenditure from Fund # 800 - STORMWATER UTILITY	185.20
Total Expenditure from all Funds	69,106.37

WQI Water Quality Investigations

Softener Optimization - Cambridge Well 2

Entry Point Testing – Weekday (tested at shop)

If results do not meet targets, investigate filter and/or softener performance.

Target Range:	1.3 - 1.5	1.3 - 1.5	< 0.3	0.7 - 1.0	< 0.05	< 0.006	70 - 100
Day of test:	M - F	M - F	M - F	M - F	M, W, F	M, W, F	M - F
Location:	At Shop				At Entry Point		
Date and Time	Free Chlor. (mg/L)	Total Chlor. (mg/L)	Total Chlorine minus Free Chlorine (mg/L)	Fluoride (mg/L)	Iron (mg/L)	Mn (mg/L)	Hardness (mg/L)
12-1 ^{6:00}	1.00	1.19	.19	0.76	0.08	0.010	120
12-2	0.83	1.04	.21	0.72	0.00	0.002	94
12-5	1.03	1.22	.19	.69	0.01	0.007	89
12-6 ^{8:00}	1.05	1.19	.14	.68	0.02	0.005	80
12-7 ^{8:00}	0.97	1.09	.12	.76	0.00	0.006	80
12-8 ^{8:00}	1.18	1.40	.22	.84	0.04	0.000	76
12-9 ^{8:00}	1.07	1.20	.13	.64	0.01	0.010	80
12-12 ^{8:00}	0.97	1.09	.12	.72	0.06	0.003	75
12-13 ^{8:00}	0.70	0.89	.19	.77	0.02	0.006	85
12-14	1.32	1.11	.21	.81	0.00	0.006	81
12-15	0.98	1.12	.14	.88	0.06	0.006	85

Sample each workday. If results meet targets for two weeks in a row, sampling could be reduced to Monday, Wednesday, and Friday

Date and Time	Target Range	Gallons since last backwash	Ahead of Filter					After Filter					Loss
			Free Chlor. (mg/L)	Total Chlor. (mg/L)	Iron (mg/L)	Mn (mg/L)	Influent Pressure (psi)	0.2 - 0.5 Free Chlor. (mg/L)	0.2 - 0.5 Total Chlor. (mg/L)	Iron (mg/L)	< 0.05	< 0.006	
			0.14	0.51	0.60	0.044	0.79	0.15	0.45	0.00	0.011	79	< 5
12/5	41K		0.14	0.50	0.58	0.042	0.69	0.17	0.44	0.01	0.024		
12-7			0.03	0.48	0.56	0.057	0.80	0.27	0.43	0.02	0.022	80	0
12-9	91		0.10	0.31	0.57	0.066	0.84	0.03	0.23	0.00	0.025	84	0
12-12			0.07	0.39	0.53	0.053	0.85	0.29	0.35	0.03	0.020	85	0
12-14	309		0.33				82	0.52		0.03		82	0

Village of Cambridge Well #3 Water Treatment Facilities (#8327954)

Owner: Village of Cambridge

Solicitor: MSA Professional Services, Inc - Baraboo

12/08/2022 02:00 PM CST

MSA#09310012

Item Base Bid	Item Description	Unit	Quantity	Mid City Corporation		Cardinal Construction Co. Inc.		Staab Construction Corporation	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Well #3 Water Treatment Facilities, Complete SCADA System Improvements at Main Lift Station and	LS	1	\$4,687,000.00	\$4,687,000.00	\$4,822,000.00	\$4,822,000.00	\$5,141,000.00	\$5,141,000.00
2	Kenseth Lift Station, Complete Electrical Improvements at Kenseth Lift Station,	LS	1	\$37,000.00	\$37,000.00	\$34,298.00	\$34,298.00	\$35,000.00	\$35,000.00
3	Complete SCADA System Improvements at Cambridge-Oakdale	LS	1	\$70,000.00	\$70,000.00	\$65,289.00	\$65,289.00	\$70,000.00	\$70,000.00
4	Wastewater Treatment Plant, Complete SCADA System Improvements at Town of Oakland	LS	1	\$12,000.00	\$12,000.00	\$10,502.00	\$10,502.00	\$12,000.00	\$12,000.00
5	Sanitary District Lift Stations #6 and #8, Complete Total Base Bid Items #1-5	LS	1	\$19,000.00	\$19,000.00	\$16,769.00	\$16,769.00	\$18,000.00	\$18,000.00
					\$4,825,000.00		\$4,948,858.00		\$5,276,000.00
Allowances									
6	Electric Service Allowance	LS	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
7	Natural Gas Service Allowance	LS	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
	Total Allowances				\$17,000.00		\$17,000.00		\$17,000.00
Total Base Bid + Allowances					\$4,842,000.00		\$4,965,858.00		\$5,293,000.00



Professional Services Agreement

MSA Project Number: 09310021

This AGREEMENT (Agreement) is made today _____ by and between VILLAGE OF CAMBRIDGE (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Village of Cambridge SDW Application and Administration

The scope of the work authorized is: See attachment B

The schedule to perform the work is: Approximate Start Date: 01/15/2023
Approximate Completion Date: TBD

The lump sum fee for the work is: SDW Application: \$13,500
SDW Administration: \$12,700
Labor Standards Compliance: \$12,500

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

VILLAGE OF CAMBRIDGE

MSA PROFESSIONAL SERVICES, INC.

Mark McNally
President
Date: _____

Brittney Mitchell

Brittney Mitchell
Team Leader
Date: 12/15/2022

200 Spring Street
Cambridge, WI 53523
Phone: 608-423-3712

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

**ATTACHMENT A:
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 85 – \$140/hr.
Architects	\$ 70 – \$205/hr.
Community Development Specialists	\$140 – \$175/hr.
Digital Design	\$165 – \$180/hr.
Environmental Scientists/Hydrogeologists	\$100 – \$170/hr.
Geographic Information Systems (GIS)	\$ 90 – \$175/hr.
Housing Administration	\$ 90 – \$160/hr.
Inspectors/Zoning Administrators	\$100 – \$120/hr.
IT Support	\$165 – \$180/hr.
Land Surveying	\$ 90 – \$175/hr.
Landscape Designers & Architects	\$ 70 – \$205/hr.
Planners	\$ 95 – \$160/hr.
Principals	\$200 – \$300/hr.
Professional Engineers/Designers of Engineering Systems	\$140 – \$175/hr.
Project Managers	\$145 – \$220/hr.
Real Estate Professionals	\$130 – \$145/hr.
Staff Engineers	\$ 70 – \$130/hr.
Technicians	\$ 90 – \$140/hr.
Wastewater Treatment Plant Operator	\$ 85 – \$105/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports	\$10
Copies	\$0.20/page
Plots	\$0.015/sq.in.
Flash Drive	\$10
GPS Equipment	\$30/hour
Laser Level	\$10/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.70 mile
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment	\$40/hour
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Geodimeter	\$30/hour
Drone Flight	\$390/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2023.

Attachment B
Scope of Services

Scope of Services: SDWLP Application, SDWLP Administration, and Wage Rate Monitoring

Working in conjunction with the Village of Cambridge (OWNER), MSA agrees to provide services for the preparation of an application for a SDWLP Application to Department of Natural Resources, SDWLP Administration, and Wage Rate Monitoring

SECTION 1: SDWLP Application Assistance

Lump Sum Fee: \$13,500

1A: SDWLP APPLICATION – MSA RESPONSIBILITIES

MSA agrees to assist the OWNER with loan application preparation services including the following:

1. Assess the fundability of the project using WDNR Priority Scoring as a guideline
2. Meet with Owner to compile the necessary documentation required for a complete application (one site visit assumed)
3. Provide funding program coordination with other funds
4. Prepare and submit Endangered Resources Review request on behalf of the Owner
5. Prepare and submit SHPO Comment and Consultation on a Federal Undertaking request on behalf of the Owner
6. Complete SDWLP Application and submit on behalf of the Owner on or before the June 30th deadline (application submittal is not a guarantee of a loan award), including the following documentation:
 - Completed Safe Drinking Water Loan Application including:
 - Detailed Project Budget
 - Detailed Non-Core Costs Budget
 - Detailed Debt Information
 - Detailed General Municipal Info
 - Detailed User (and adjusted user) Information
 - Four Year Revenue & Expenditure Projection
 - Four Year Operation & Maintenance (O&M) Costs
 - Replacement Fund Analysis and Schedule Options
 - Detailed Info on Refinancing of Existing Water Debt
 - Engineering Report Approval Documentation (MSA or owner provided)
 - Green Project Reserve (if applicable)
 - Information from MA regarding User Charge impact estimates* (see “Owner’s Responsibilities”, below)
 - Resolutions (Authorized Representative & Reimbursement Resolutions as adopted by Village Board)
 - All MSA Contracts
 - Owner Provided Documentation including:

- Proposed (or Actual) Intermunicipal Agreement*
 - User Charge System (current and any projected rate updates*)
 - Water Use Ordinance*
 - Contracts with System Users*
 - Past 2 years Municipal Budgets and Audited Financials
 - Past 2 years Water Utility Budgets (and Audited Financials, if separate)
 - All outstanding Water Revenue Bonds and Amortization Schedules
 - Latest Official Statement
 - Contracts for other Professional Services
 - Information on Other Funding Sources*
 - Debt Instrument to Be Refinanced (Interim Financing Document/Note)
 - Bidding Documentation (if available at time of application)*
7. Work with the Owner and the WDNR to compile the necessary documentation required for SDWLP post-application submittals

SECTION 1B: SDWLP Application – Owner’s Responsibilities

The OWNER will:

- 1 Provide requested information and documentation complete and in a timely manner.
- 2 Work with and inform MSA regarding interim financing, accounts related to the project or funds, other projects or funding in process or projected.
- 3 Seek and retain Bond Council as required.
- 4 Provide land opinion by Attorney as required.
- 5 Prepare the rate file case study and update water rates as necessary to PSC prior to loan closing.

SECTION 2: SDWLP Loan Administration

Lump Sum Fee: \$12,700

MSA agrees to assist the OWNER with loan administration services including the following:

1. Work with the Owner and the WDNR to compile the necessary documentation required for SDWLP loan closing(s):
 - Updated budget(s) to include all costs for loans
 - DBE compliance and all bidding documentation for project(s)
 - All award documentation and executed construction contract(s) for project(s)
 - Updated construction schedule
 - Disbursement request, along with all corresponding invoices
 - Use of American Iron and Steel Certification
 - WDNR Form 8700-201 Federal Equivalency Projects Assurances and Certification if needed
 - Ensure DNR has all corresponding Plan and Spec Approval letters for project
 - Final documentation of Green Project Reserve as needed
 - Proof of final user charge adoption for water rates (if necessary)
 - Intermunicipal Agreement (if applicable)
 - Title and Deed, and cashed check for any applicable land purchase

- Statement of Payoff amount (if project has interim financing)
 - Legal Opinion from Village attorney regarding 20-year ownership of all land involved in project(s)
 - Facilitate any necessary coordination between other funding sources to allow SDWLP to correctly understand all funding sources and amounts listed on project budgets.
2. Provide administrative services as required after loan closings. Establish and maintain SDWLP Administration Files
 - Application files and required documentation
 - Financial Assistance Agreement contracts
 - Financial management/disbursements
 - Environmental review
 - Change Orders and Misc. Purchases (as approved by DNR)
 - Project closeout file
 - General correspondence files
 - Labor standards files (see above for detail regarding monitoring)
 3. Work with the Owner and the WDNR through loan close-out at the end of the project.

SECTION 3: Provide Federal Labor Standards Monitoring for Construction Project(s)
Lump Sum Fee: \$12,500

1. Serve as Labor Standards Officer on behalf of Owner
2. Secure/utilize current federal wage rate schedules, per SDWLP requirements
3. Include (or provide for inclusion if requested) all applicable federal labor standards information in all bidding specifications and contract documents
4. Conduct required pre-construction conference and review wage requirements, funding processes and procedures, and payment procedures per all funding agencies as it relates to construction
5. Assist Owner with on-the-job employee interviews (HUD Form 11) and compare interviews to payrolls received; follow up on discrepancies between interviews and payroll documents
6. Review contractor & all sub-contractor payroll records for Davis-Bacon wage rate compliance on a weekly basis during construction:
 - a. Verify signed Certificate of Compliance attached to Payroll report
 - b. Verify that payroll reports include the following:
 - i. Name and Address of employees
 - ii. Employee Identification number
 - iii. Federal classification
 - iv. Base wage hourly amount
 - v. Fringe benefit hourly amount
 - vi. Standard Deductions
 - vii. Other Deductions (with explanations)
 - viii. Identified Apprentice(s) and current level in certified program
 - c. Verify receipt of required attachments to the payrolls:

- i. Union Wage Sheet, or Documentation of Approved Fringe Plan(s), i.e. name, address, phone number, and frequency of deposit on behalf of employees
 - ii. Authorization of "Other" deductions, i.e. Child Support orders, signed plan/insurance/savings enrollment sheets
 - iii. Apprentice Contracts and corresponding Union Contract including ratios of journeymen to apprentices
6. Assist Owner in resolving labor standards compliance issues

MSA PROFESSIONAL SERVICES, INC. (MSA) – GENERAL TERMS AND CONDITIONS OF SERVICES

1. The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

5. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

6. In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

7. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all

work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

8. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.

9. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

10. Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

11. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or

individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

12. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

13. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

14. OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

15. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 21, 2021.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: July 21, 2021
- b. Owner: Village of Cambridge, Wisconsin
- c. Engineer: MSA Professional Services, Inc.
- d. Project: Well #3 Water Treatment Facilities

2. *Description of Modifications:*

- a. Engineer shall perform or furnish the following Additional Services:
 - i. Construction Administration Services
 - ii. Construction Observation Services
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
 - i. Engineer shall perform or furnish the following Additional Services as further defined in Appendix 1 to Exhibit K (*attached*):
 - Attend and conduct Preconstruction Meeting
 - Construction staking
 - Review shop drawings
 - Project management
 - Project meetings on-site with Contractor (12 meetings)
 - Correspondence with Contractor
 - Review Contractor's pay applications (18 pay applications)
 - Review and process Change Orders (3 change orders)
 - Meetings (4) and correspondence with Village
 - Witness and document equipment start up and performance tests required to demonstrate compliance with the contract documents.
 - Construction Observation (711 hours) and documentation
 - Conduct final walk through and develop punch list
 - Final inspection and Notice of Acceptability of Work
 - Develop record drawings
 - Compile Operation & Maintenance Manuals

- c. The responsibilities of Owner are modified as follows: no change
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation Exhibit C shall be amended with the attached for all Additional Services as outlined in this Amendment.
 - i. A Lump Sum amount of \$139,400 for Construction Administration Services.
 - ii. An Estimated Fee of \$97,000 for Construction Observation Services.
- e. The schedule for rendering services is modified as follows:
 - i. Substantial Completion – April 19, 2024
 - ii. Final Completion – July 19, 2024
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:
 - i. Addition of Appendix 1 to Exhibit K for all Additional Services.
 - ii. Addition of COMPENSATION PACKET RPR-2: Resident Project Representative – Standard Hourly Rates to Exhibit C.
 - iii. Appendix 1 and 2 to Exhibit C shall be replaced in their entirety with the attached for all Additional Services.
 - iv. Addition of Exhibit D – Duties, Responsibilities, and Limitations of Authority of RPR
 - v. Addition of Exhibit E – Notice of Acceptability of Work

3. Agreement Summary (Reference only)

a. Original Agreement amount:	\$ 237,500
b. Net change for prior amendments:	\$ 7,500
c. This amendment amount:	\$ 236,400
d. Adjusted Agreement amount:	\$ 481,400

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____, 2023.

OWNER:

ENGINEER:

By: Mark McNally

By: Joseph DeYoung, P.E.

Title: Village President

Title: Team Leader

Date
Signed: _____

Date
Signed: _____

This is **APPENDIX 1 to EXHIBIT K**, consisting of 4 pages, referred to in and part of **Amendment 1** of the **Agreement between Owner and Engineer for Professional Services** dated July 21, 2021.

**APPENDIX 1
EXHIBIT K
SCOPE OF SERVICES**

1.01 Construction Phase

B. Upon successful completion of the Bidding Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract*: 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 Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, 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.
2. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Pre-Construction Conference*: Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
4. *Schedules*: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
5. *Baselines and Benchmarks*: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
6. *Visits to Site and Observation of Construction*: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment,

as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
7. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 8. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
 9. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
 10. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

11. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of Exhibit A.
12. *Inspections and Tests*: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
13. *Disagreements between Owner and Contractor*: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences,

or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph 1.01.A.11 of Appendix 1 to Exhibit K , and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph 1.01.A.11 of Appendix 1 to Exhibit K.
 16. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
 17. *Additional Tasks:* Perform or provide the following additional Construction Phase tasks or deliverables: None
 18. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- C. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- D. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

**COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

E. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph 1.01A of Appendix 1 of Exhibit K, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this Paragraph is estimated to be \$84,425 based upon a part time observation over a 14 month construction schedule.

F. Compensation for Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; ; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.0.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

G. Other Provisions Concerning Payment Under this Paragraph C2.04:

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. *Estimated Compensation Amounts:*

- a. Engineer'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 Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer 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 Engineer'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 Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of **Amendment 1** of the **Agreement between Owner and Engineer for Professional Services** dated July 21, 2021.

Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

REIMBURSABLE EXPENSES

Copies/Prints.....	Rate based on volume
Specs/Reports.....	\$10
Copies.....	\$0.20/page
Plots.....	\$0.015/sq.in.
Flash Drive.....	\$10
GPS Equipment.....	\$30/hour
Laser Level.....	\$10/per day
Mailing/UPS.....	At cost
Mileage – Reimbursement.....	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle.....	\$0.70 mile
Nuclear Density Testing.....	\$25.00/day + \$10/test
Organic Vapor Field Meter.....	\$100/day
PC/CADD Machine.....	Included in labor rates
Robotic Survey Equipment.....	\$40/hour
Stakes/Lath/Rods.....	At cost
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing.....	At cost
Geodimeter.....	\$30/hour
Drone Flight.....	\$390/flight

This is **Appendix 2 to EXHIBIT C**, consisting of 1 pages, referred to in and part of **Amendment 1** of the **Agreement between Owner and Engineer for Professional Services** dated July 21, 2021.

Standard Hourly Rates Schedule

H. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

I. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative.....	\$ 85 – \$140/hr.
Architects	\$ 70 – \$205/hr.
Community Development Specialists	\$140 – \$175/hr.
Digital Design	\$165 – \$180/hr.
Environmental Scientists/Hydrogeologists.....	\$100 – \$170/hr.
Geographic Information Systems (GIS).....	\$ 90 – \$175/hr.
Housing Administration.....	\$ 90 – \$160/hr.
Inspectors/Zoning Administrators.....	\$100 – \$120/hr.
IT Support.....	\$165 – \$180/hr.
Land Surveying	\$ 90 – \$175/hr.
Landscape Designers & Architects	\$ 70 – \$205/hr.
Planners.....	\$ 95 – \$160/hr.
Principals	\$200 – \$300/hr.
Professional Engineers/Designers of Engineering Systems.....	\$140 – \$175/hr.
Project Managers	\$145 – \$220/hr.
Real Estate Professionals.....	\$130 – \$145/hr.
Staff Engineers.....	\$ 70 – \$130/hr.
Technicians.....	\$ 90 – \$140/hr.
Wastewater Treatment Plant Operator.....	\$ 85 – \$105/hr.

* Labor rates represent an average or range for a particular job classification. These rates are in effect until January 1, 2023. After January 1, 2023, these rates may increase by not more than 5% per year.

This is **EXHIBIT D**, consisting of 4 pages, referred to in and part of **Amendment 1** of the **Agreement between Owner and Engineer for Professional Services** dated July 21, 2021.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Paragraph 1.01 of Appendix 1 to Exhibit K of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 4. *Liaison:*

- a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
- a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
- a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Start-ups:*
- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept shop drawing or sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of **Amendment 1 of the Agreement between Owner and Engineer for Professional Services** dated July 21, 2021.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the terms and conditions set forth in this Notice.

By: _____

Title: _____

Dated: _____

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner and under the Construction Contract referred to in this Notice, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract referred to in this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

Project Planning Analysis

MSA Professional Services, Inc.



R09310012.0 Cambridge Well 3 Water Treatment Facilities
 Constructon Related Services

Name	Phase	Task	Planned Hours	Total
Construction Administration				
	700			
Preconstruction Meeting and Prep		701	30	\$3,782
Construction Staking		702	12	\$1,241
Review Shop Drawings, Color Selections, DSPS Submittal		703	356	\$44,740
Project Management		704	54	\$6,660
On-Site Meetings with Contractor, Masonry Preconstruction		705	118	\$15,335
Correspondence with Contractor, Coordination with RPR		706	284	\$34,760
Review Contractor's Pay Applications		707	36	\$3,960
Review and Process Change Order Requests		708	26	\$3,180
Meetings and Correspondence with Village		709	72	\$10,275
Witness Equipment Startup/Performance Testing		710	96	\$12,531
Develop Record Drawings		711	10	\$1,180
Compile Operation & Maintenance Manuals		712	16	\$1,760
Total for Construction Administration			1,110	\$139,403
Construction Observation				
	800			
Construction Observation and Documentation		801	711	\$84,425
Conduct Final Walkthrough and Develop Punchlist		802	68	\$9,087
Final Inspection, Notice of Acceptability of Work, Project Closeout		803	26	\$3,473
Total for Construction Observation			805	\$96,985
Project Total			1,915	\$236,388

From: Account Nbr: 010-0681-00 Route/Seq Nbr: Pressure Zone Cd:
Thru: 010-0681-00

Account Nbr: 010-0681-00 Customer Name: CHRISTENSEN, MARY
Service Address: 515 ALLEN
PSC Classification: Residential

Meter Nbr: 61570903 Rate Type: 5/8" OR 3/4" Install Date: 6/06/2007
Route/Seq Nbr: 00-1681 Location: Pressure Zone Cd: 00
ROM Serial Nbr: ROM Install Date:
Register ID: 61570903 MXU/MIU ID: 17025924
Utilities: SEWER WATER
Memos: 1st:
2nd:
3rd:

<u>Read Date</u>	<u>Reading</u>	<u>Consumption</u>	<u>Comment</u>
12/01/2022	360000	13000	Remote Reading
11/01/2022	347000	2000	Remote Reading
10/03/2022	345000	1000	Remote Reading
9/02/2022	344000	1000	Remote Reading
8/03/2022	343000	2000	Remote Reading
6/30/2022	341000	3000	Remote Reading
6/01/2022	338000	2000	Remote Reading
5/03/2022	336000	1000	Remote Reading
4/05/2022	335000	2000	Remote Reading
3/01/2022	333000	2000	Remote Reading
2/01/2022	331000	1000	Remote Reading
1/03/2022	330000	2000	Remote Reading
11/30/2021	328000	2000	Remote Reading
11/01/2021	326000	1000	Remote Reading
10/01/2021	325000	2000	Remote Reading
9/01/2021	323000	2000	Remote Reading
8/02/2021	321000	1000	Remote Reading
6/30/2021	320000	2000	Remote Reading
6/03/2021	318000	1000	Remote Reading
5/03/2021	317000	2000	Remote Reading
4/01/2021	315000	3000	Remote Reading
3/01/2021	312000	1000	Remote Reading
2/01/2021	311000	2000	Remote Reading
1/04/2021	309000	1000	Remote Reading
12/01/2020	308000	2000	Remote Reading
11/03/2020	306000	1000	Remote Reading
9/30/2020	305000	2000	Remote Reading
9/01/2020	303000	1000	Remote Reading

12/12/2022 3:55 PM

Account History - Summary
ALL Transactions

Page: 1
UTIL

Post Date: From: 12/12/2021 Account Nbr: From: 010-0681-00 Group Cd: From:
Thru: Thru: 010-0681-00 Thru:

Account Nbr:	010-0681-00	Name:	CHRISTENSEN, MARY	Running Balance	
	12/11/2021	- Balance:		0.00	
Post Date	Trans Date	Type	Trans ID	Amount	Running Balance
1/03/2022	1/03/2022	Bill		92.47	92.47
1/13/2022	1/13/2022	Receipt	2663	-92.47	0.00
2/03/2022	2/03/2022	Bill		70.36	70.36
2/21/2022	2/21/2022	Receipt	2677	-70.36	0.00
3/01/2022	3/01/2022	Bill		92.47	92.47
3/09/2022	3/09/2022	Receipt	2689	-92.47	0.00
4/05/2022	4/05/2022	Bill		92.47	92.47
4/25/2022	4/25/2022	Receipt	2703	-92.47	0.00
5/03/2022	5/03/2022	Bill		70.36	70.36
5/19/2022	5/19/2022	Receipt	2718	-70.36	0.00
6/02/2022	6/02/2022	Bill		92.47	92.47
6/22/2022	6/22/2022	Receipt	2735	-92.47	0.00
7/05/2022	6/30/2022	Bill		114.58	114.58
7/18/2022	7/18/2022	Receipt	2753	-114.58	0.00
8/05/2022	8/05/2022	Bill		92.47	92.47
8/18/2022	8/18/2022	Receipt	2766	-92.47	0.00
9/06/2022	9/06/2022	Bill		70.36	70.36
9/22/2022	9/22/2022	Receipt	2783	-70.36	0.00
10/04/2022	10/03/2022	Bill		70.36	70.36
10/17/2022	10/17/2022	Receipt	2793	-70.36	0.00
11/02/2022	11/01/2022	Bill		93.68	93.68
11/18/2022	11/18/2022	Receipt	2805	-93.68	0.00
12/02/2022	12/01/2022	Bill		339.97	339.97
010-0681-00 - Ending Balance:					339.97



Total Energy Systems, LLC

Village of Cambridge
Derek Schroedl
200 Spring
P.O. Box 99
Cambridge, WI 53523
608-480-9274
dschroedl@ci.cambridge.wi.us

Planned Maintenance Agreement

Estimate Number: 1230-A-022

Estimate Date: December 6, 2022

Total Energy Systems, LLC is pleased to submit the following generator maintenance program. We understand that our customers have different maintenance needs. With that in mind we have developed a few basic maintenance plans which can be altered to fit your requirements.

- **Annual Service:** We will visit the site one time per year. During the visit we will replace all applicable oil and fuel filters and complete a three-page maintenance checklist which includes visual inspections, functional testing, and securing connections on the generator and transfer switch.
- **Semi Annual Service:** We will visit the site two times per year. Each time we will complete the maintenance checklist described in the Annual Service. On one of the visits, we will replace the engine oil and filters along with replacing the fuel filters when applicable.
- **Quarterly Service:** We will visit the site every ninety days. Each time we will complete the maintenance checklist. On one of the four visits we will replace the engine oil and filters along with the fuel filters where applicable.
- **Custom Service:** Total Energy Systems has the ability to work with all of our customers to fit their needs. We can visit sites annually, semi-annually, quarterly, monthly etc. With the ability to adapt we can meet your service requirements.
- **Load Bank Testing:** Load banking is the only true way to exercise the entire generator. Standard exercising or starting the unit and running the engine with no load transfer, exercises only the engine. JCAHO and NFPA 110 mandates load bank testing (specific conditions apply). The load bank testing will be completed during a scheduled Planned Maintenance visit.
- **Fluid Sample Analysis:** Fuel, oil and coolant sample analysis is a best practice and wholistic approach within the generator planned maintenance industry that will often detect minor issues prior to becoming costly repairs. These reports are sent directly to you roughly three weeks from being drawn.

#	Model	Serial Number	Location
2	125RZG	2076161	Large Lift Station Spring Street Cambridge, WI 53523
3	60REZGB	SGM32J3VB	Small Lift Station 700 Kenseth Way Cambridge, WI 53523

Model #	Years 1-3	Years 4-6	Years 7-9
Annual Maintenance	\$704.00	\$761.00	\$822.00
Annual Maintenance with Semi-Annual Visit	\$1,169.00	\$1,263.00	\$1,365.00
Two Hour Load Bank	\$740.00	\$800.00	\$864.00
Fluid Sample Analysis	\$60.00	\$75.00	\$90.00

Model #	Years 1-3	Years 4-6	Years 7-9
Annual Maintenance	\$704.00	\$761.00	\$822.00
Annual Maintenance with Semi-Annual Visit	\$1,169.00	\$1,263.00	\$1,365.00
Two Hour Load Bank	\$740.00	\$800.00	\$864.00
Fluid Sample Analysis	\$60.00	\$75.00	\$90.00

Terms and Conditions: Prices are FOB Milwaukee, WI our dock. Prices listed are per year and during normal business hours. Payment terms are Net 30 days (subject to credit approval). Quotation is valid for 60 days. Prices do not include any applicable sales or use taxes.



PLANNED MAINTENANCE AGREEMENT

This planned maintenance agreement is entered into by **TOTAL ENERGY SYSTEMS** and the Generator Set owner named below for the purpose of maintaining the standby generator set(s) and associated equipment listed below, and to minimize the necessity of emergency attention, thus assuring efficient upkeep practices by trained technical personnel at a minimum cost.

After each planned maintenance inspection, a checklist will be submitted to the owner, advising that the work has been performed and indicating what additional parts and labor are required, if any. For this purpose, any parts and/or labor required not specifically included on the attached checklist, will be charged to the generator set owner at regular rates then in effect.

It is understood that this agreement does not include any parts, labor, or travel expenses to repair damage caused by abuse, neglect, accident, theft, acts of a third person, forces of nature, or altering the equipment. This agreement does not include any major engine failure or generator overhaul. This will be negotiated under a separate purchase order. **TOTAL ENERGY SYSTEMS** shall not be responsible for failure to render the service for causes beyond its control, including strikes and labor disputes. This agreement is not assignable without the consent of **TOTAL ENERGY SYSTEMS** and will remain in force until cancelled by either party through written notice to the other.

TOTAL ENERGY SYSTEMS shall have no responsibility to the owner for special consequential damages, including loss of time, injury to person or property or any other consequential damage or incidental or economic loss. All other warranties, expressed and implied, including merchantability and fitness for a particular purpose, are hereby waived, disclaimed and excluded.

Please indicate the service(s) you would like Total Energy Systems, LLC to perform:

- Annual Maintenance
- Semi Annual Maintenance
- Quarterly Maintenance
- Generator Monitoring
- Fluid Sample Analysis
- Thermal Imaging
- Two Hour Load Bank Test
- Four Hour Load Bank Test
- NFPA 110 2/2/4 Hour Load Bank Test
- Temporary Power during Maintenance
- ATS Maintenance
- Battery Replacement W/ PM Every 3rd Year

Please indicate the month you would like the Maintenance work completed: _____

Please indicate the length of the agreement you would like: _____ Year(s) or T&M (Market Price)

IT IS MUTUALLY UNDERSTOOD THAT THIS PROPOSAL SETS FORTH OUR ENTIRE AGREEMENT

Customer pre-authorizes Total Energy Systems to perform additional service work on each visit (if required) as long as said work does not exceed \$_____. (use 0.00 if not authorizing) Authorized initials:_____. If additional work will exceed the maximum as stated, an estimate for additional work will be generated and should be forwarded to: (Name, Address, Email)

Customer: _____

Purchase Order: _____

Signature: _____ DATE: ___/___/___



Green Bay
2211 American Blvd.
DePere, WI 54115
888-548-1400
920-964-1409

Milwaukee
8525 W. 87th Street
Milwaukee, WI 53224
800-236-6626 P
414-357-6278

Eden Prairie
14950 Martin Drive
Eden Prairie, MN 55344
866-583-1671 P
651-925-3184 F

Grand Rapids
4324 Airline Dr. SE
Grand Rapids, MI 49512
888-341-5610 P
616-971-0146 F

PLANNED MAINTENANCE AGREEMENT CHECKLIST

CUSTOMER NAME	ACCOUNT NUMBER	SITE NUMBER
----------------------	-----------------------	--------------------

TECHNICIAN	DATE	HOUR START	HOUR FINISH
GENERATOR	MAKE	MODEL	SERIAL
TRANSFER SWITCH	MAKE	MODEL	SERIAL
ENGINE	MAKE	MODEL	SERIAL
			W/O#

Ref. #	Inspection Checks	Satisfactory	Unsatisfactory	N/A	Comments
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Cooling System

1 a	Coolant - Visual inspection of level and condition	XXX			
b	Coolant - Record Protection level	XXX			
c	Pressure Test System - Record test pressure	XXX			
d	Filler Cap - Visual inspection of gaskets and sealing surfaces	XXX			
e	Radiator/Heat Exchanger - Visual inspection for leaks, damage and debris	XXX			
f	Fan Guard - Inspect for missing or broken parts	XXX			
g	Fan Drive Pulley - Check for loose or worn pulleys and lube fan drive (if applicable)	XXX			
h	Fan Belts - Inspect for frayed or worn belts. Check tension and adjust	XXX			
i	Hoses - Visual inspection of all hoses for condition. Check Connections	XXX			
j	Water Pump - Visual inspection for leaks	XXX			
k	Jacket Water Heater - Check for proper operation. Record temperature	XXX			

Lubrication System

2 a	Oil Level - Check for proper level	XXX			
b	Oil Leaks - Inspect for leaks. Wipe engine and change absorbent pads (where applicable)	XXX			
c	Crankcase Breather System - Inspect hose and connections. Note excessive blow by during test run	XXX			

Intake Air System

3 a	Air Filter - Inspect restriction gauge	XXX			
b	Air Filter - Inspect filter element	XXX			
c	Air Inlet System - Inspect piping for damaged or loose connections.	XXX			

Exhaust System

4 a	Silencer and Piping (Interior) - Inspect for damage/leakage of piping and/or insulation	XXX			
b	Silencer and Piping (Exterior) - Inspect for damage/leakage of piping. Check Rain cap			XXX	
C	Exhaust Manifold - Inspect for damage or missing hardware or wet stacking	XXX			

Fuel System - Diesel

5 a	Fuel Tank - Visually inspect for leaks and proper level. Record Level	XXX			
b	Day Tank - Check Tank Level. Record Level			XXX	
c	Fuel Priming Pump - Inspect for proper operation	XXX			
d	Fuel Filters - Primary/Secondary. Inspect for damage or leaks	XXX			
e	Water/Trap Separator - Drain water from tank or separator if valves are available	XXX			
f	Fuel lines - Visually inspect fuel lines for leaks and tight connections. Check line brackets	XXX			
g	Solenoid Valves - Check for proper operation			XXX	

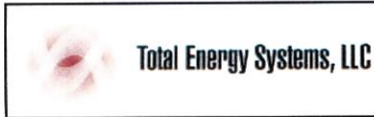
Fuel System - Gaseous

6 a	Fuel Tank (Propane) - Visual inspection for leaks and proper level. Record Level			XXX	
b	Fuel Filter / Strainer - Visual inspection for damage or leaks. Clean or Replace			XXX	
c	Fuel lines - Visually inspect fuel lines for leaks and tight connections. Inspect line brackets			XXX	
d	Solenoid Valves - Check for proper operation			XXX	

 Total Energy Systems, LLC	Green Bay 2211 American Blvd. DePere, WI 54115 888-548-1400 920-964-1409	Milwaukee 8525 W. 87th Street Milwaukee, WI 53224 800-236-8626 P 414-357-6278	Eden Prairie 14950 Martin Drive Eden Prairie, MN 55344 866-583-1671 P 651-925-3184 F	Grand Rapids 4324 Airtane Dr. SE Grand Rapids, MI 49512 888-341-5610 P 616-971-0146 F
--	---	--	---	--

PLANNED MAINTENANCE AGREEMENT CHECKLIST

Ref. #	Inspection Checks	Satisfactory	Unsatisfactory	N/A	Comments
Ignition System					
7 a	Spark Plugs - Visually inspect and replace as necessary			XXX	
b	Distributor - Visually inspect and replace parts as necessary			XXX	
c	Spark Plug Wires - Visually inspect and replace as necessary			XXX	
Starting System					
8 a	Battery Charger - Measure battery charger float voltage. Record voltage	XXX			
b	Battery Charger - Check for proper operation and connections	XXX			
c	Batteries - Check electrolyte level (where applicable)	XXX			
d	Battery Cables - Clean and tighten all battery cables	XXX			
e	Starting Motor(s) - Inspect connections and wiring	XXX			
f	Battery Type and Quantity	XXX			
g	Date Stamped Battery with Paint Pen and Note Age	XXX			2/10
Generator					
9 a	Wiring - Inspect for loose connections	XXX			
b	Voltage Regulator - Inspect for loose connections	XXX			
c	Stator & Rotor - Visually inspect for damage and air gap	XXX			
d	Coupling and Guards - Inspect for vibration and loose or missing parts	XXX			
e	General - Inspect for debris or animal damage	XXX			
Controller					
10 a	Wiring - Inspect for loose connections	XXX			
b	Circuit Boards and Meters - Inspect for loose connections	XXX			
c	Panel Lamps - Operational check of illumination and safety lamps	XXX			
Operational Checks					
Transfer Switch(es)					
11 a	Infrared Temperature readings of connections (Normal)	XXX			
b	Infrared Temperature readings of connections (Load)	XXX			
c	Infrared Temperature readings of connections (Emergency) - Test near end of loaded run	XXX			
d	Visual Inspection - Check for loose or broken wires and dirt accumulation	XXX			
e	Exerciser Clock - Check for correct time. Adjust if necessary.	XXX			
f	Digital Controller - Check operational records for problems	XXX			
Controller					
12 a	Start Controls - Manual check for proper operation and general starting ability	XXX			
b	Remote Annunciators and Alarms - Test all panel and system alarms for proper operation	XXX			
c	Check AC gauges and meters and record readings	Volts A	Volts B	Volts C	Frequency
		208	208	208	60.5
		Amps A	Amps B	Amps C	Loaded Y/N
d	Check DC gauges and meters and record readings	18	21	20	Y
		Oil Pressure	Coolant Temp	Battery Volts	Fuel Pressure
		55	175	13.6	N/A



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PLANNED MAINTENANCE AGREEMENT CHECKLIST

Ref. #	Operational Checks	Satisfactory	Unsatisfactory	N/A	Comments
Cooling System					
13 a	Cooling System - Check temperature of inlet and outlet of radiator. Record temperatures	XXX			
b	Water Pump - Check for leaks and unusual noise or vibration. Check Pulley	XXX			
c	Fan and Belts - Check for leaks and unusual noise or vibration	XXX			
Starting System					
14 a	Starter and Alternator - Check for unusual noise or vibration	XXX			
General					
15 a	Enclosure Condition - Check for leaks, security, etc.			XXX	
b	Inspect for oil, fuel, coolant, intake or exhaust leaks while running	XXX			
c	Visual Inspection - Overall condition of generator set	XXX			
d	Vibration Isolators - Visual Inspection for broken springs or damaged cases			XXX	
e	Louvers - Check for proper operation of louvers. Minor adjustment if necessary			XXX	
Operational Test					
16 a	Test unit with load (if possible)	XXX			

Ref. #	Operational Checks	Satisfactory	Unsatisfactory	N/A	Comments
After Shutdown					
17 a	Take oil sample (if required) - Recheck for proper crankcase level. Top off as required (Inspection Visit)			XXX	
b	Take coolant sample (if required) - Recheck for proper radiator level. Top off as required			XXX	
c	Take fuel sample (if required) - Inform customer if fuels required			XXX	
d	Grease generator bearing (if applicable) - 2 pumps annually			XXX	
e	Change engine oil, fuel and oil filters (Maintenance Visit)	XXX			
f	Start engine and check for leaks	XXX			
g	Check for proper crankcase level	XXX			
h	CHECK GENERATOR BREAKER	XXX			
i	RESET ALL CONTROLS TO AUTOMATIC	XXX			

Repair Recommendations or Additional Comments:

Customer Signature

