

**CITY OF SPARTA
PUBLIC WORKS AGENDA
November 14, 2018**

CITY HALL

6:00 P.M.

- 1. Call Meeting to Order**
- 2. Consideration of Consent Agenda consisting of: minutes from the October 10, 2018 meeting, Director of Public Works Report for November; Wastewater Treatment Operation & Maintenance Report for October; Water Utility Operation and Maintenance Report for October, and monthly bills for the Sanitation Dept., Street Dept., and Water Utility.**
- 3. Consideration of Engineering proposal for Grant Administration for Chester Street Project**
- 4. Consideration of Engineering Proposal for Chester Street Project Design and Construction**
- 5. Discussion of MSA Investigation of Icecap Road Drainage**
- 6. Discussion of Parking Concerns Near School Administration Building on Benton Street and E. Franklin Street**
- 7. Consideration of Cost Increase on Stormwater Permits**
- 8. Consideration of Fee to Monroe County Solid Waste Management for semi-annual hazardous waste collections**
- 9. Items for Future Consideration**
- 10. Adjourn**

A Possible Quorum of the Common Council may be in attendance at this meeting, but no action will be taken by the Council.

Posted: 11-12-18

CITY OF SPARTA
PUBLIC WORKS MINUTES
October 10, 2018

PRESENT: Norm Stanek, Kevin Riley, Larry Tichenor, Kevin Brueggeman, Jim Church, Bryan Jandt,

ABSENT: John Sund

ALSO PRESENT: Mark Van Wormer, Mark Flock, Dave Kuderer, Todd Hanson, Terri Antennau, Tegan McClain Wise, Kim Bowen, Dennis Johnson, citizen

Norm Stanek called the meeting to order at 6:00 p.m.

A motion was made by Kevin Riley and seconded by Kevin Brueggeman to approve the minutes of the September 12, 2018 meeting, Director of Public Works reports for October; Wastewater Treatment Operation and Maintenance reports for September; Water Utility Operation and Maintenance reports for September and monthly bills for the Sanitation Dept., Street Dept. and Water Utility. Motion carried 6-0.

Kim Bowen from the Market Bar presented a plan to block off an area of their parking lot for extra room as they are holding a benefit on October 20th. They will have two monitored entry ways and have snow fencing surrounding the area. **A motion was made by Kevin Riley and seconded by Kevin Brueggeman to approve the plan that Kim presented for the benefit on October 20th from 9:00 to 6:00. Motion carried 6-0.**

A motion was made by Larry Tichenor and seconded by Kevin Riley to approve the 2019 Water Utility Budget as presented. Motion carried 6-0.

A motion was made by Kevin Riley and seconded by Jim Church to approve the 2019 Sanitation Budget as presented. Motion carried 6-0.

There currently is \$105,000 in the Street Department Equipment Replacement fund. The plan for now is to get rid of the current paint truck and purchase a new truck for Dennis. There is \$30,000 being budgeted for a new pickup and \$15,000 for a new pressure washer. We would like to replace the little boom truck within the next two years. **A motion was made by Jim Church and seconded by Kevin Riley to approve the 2018 Equipment Replacement plan for the Street Department. Motion carried 6-0.**

We received a preliminary cost estimate for a change order to extend Spartan Drive in South Pointe Business Park. The costs are for water mains, sanitary sewer, storm sewer, site grading and roadway and the estimate is \$41,210.00. This would help to accommodate a potential site at the end of this street. We would not have to bid out now, but we would have to next year if this site were to be taken. **A motion was made by Kevin Riley and seconded by Kevin Brueggeman to approve this change order to extend Spartan Drive, if needed. Motion carried 6-0.**

Jim Church made a motion to take no action on item #8 on the agenda regarding Change Order to Grade Two Ten Acre Sites as further information is needed, seconded by Larry Tichenor. Motion carried 6-0.

Some neighbors around the 1200 block of W. Main Street are requesting that a “children at play” sign be placed in this area since there are a lot of children and there is a blind spot at the top of the hill. There is no speed limit sign either so law enforcement cannot ticket anyone that may be going over the speed limit. There was some discussion regarding having the homeowner try putting signs in their yards and not trying to set a precedence by approving these signs. **A motion was made by Kevin Brueggeman and seconded by Kevin Riley to install two “Children at Play” signs and two speed limit signs in the 1200 block of West Main Street. Roll call vote was taken: Norm – No; Jim – No; Larry – Yes; Kevin R. – Yes; Kevin B. – Yes, Bryan – Yes. Motion carried.**

Items for future consideration were:

Selling boom truck on Wisconsin Surplus

Paving of alleys – questions

Trailer Ordinance - ?

Congratulations to Todd Hanson and his department on his award and being on the front page of the newspaper.

**A motion was made by Kevin Riley and seconded by Kevin Brueggeman to adjourn at 6:49 p.m.
Motion carried 6-0.**

Respectfully submitted,
Julie Hanson
City Clerk

To: Board of Public Works
From: Mark Van Wormer, Director of Public Works
Date: November 14, 2018
Subject: Public Works November Monthly Report

Airport

Gundersen Med-Link is waiting on FAA approval to move forward with their remodel of the leased hangar, so they are still utilizing the terminal for office space and lounge.

Project Updates

Paper Mill Dam Project

Bid opening has been delayed now until January to allow the DNR more time to approve the plans and specifications. The DNR representative has recently just started review of the design..

Chester St. Reconstruction (2019)

I am requesting proposals for the engineering services and grant administration. Vierbicher and Assoc. have been involved with this from the beginning of the process and I would recommend we utilize their services moving forward.

Milwaukee St. Bridge Project (2019)

Replacement of the Milwaukee St. Bridge over Farmer's Valley Creek is scheduled for 2018 bidding and 2019 construction. The contractor was selected by the State and the contract was awarded to Larson Construction Company from Chippewa Falls. Estimated cost of the project is \$416,883 with our share costing @\$84,296.

South Pointe Business Park

Work continues on phase 2 of the plan.

Highway 27 Project

The end date of the project is November 14, 2018. The only large items that will not be completed are the stop and go lights due to manufacturing delays. There will be some concrete repairs also where the temporary lights are currently anchored.

Miscellaneous

We have begun marking ash trees for removal this winter and hope to remove up to 200 diseased trees. Chip sealing of four streets has been completed and some asphalt patch work has been completed with some additional work scheduled yet this fall. We are working with MSA to investigate drainage of the Icecap Rd. area. This is not a simple investigation and could take some time to determine if there are possible solutions to drain the area. We have had discussions with the DNR on the area and they were unable to provide any possible solutions.

**CITY OF SPARTA
WASTEWATER TREATMENT FACILITY
OPERATION AND MAINTENANCE REPORT**

OCTOBER 2018

The month of October was devoted to general plant maintenance and repairs along with winterization tasks. We took our UV Disinfection equipment off-line, removed and placed into storage. Gerke Excavating repaired a collapsed sanitary sewer on John St. and Winona Mechanical continued to finalize work on the Hoeschler Dr. and Julie Ave liftstations. We're still waiting on the natural gas line installation and startup of the liftstations standby generators. Randy Giraud has resigned after 17 years of service. Energenecs installed our new influent composite sampler and Hartford Insurance inspected and recertified our sludge heat exchanger, boilers and pressure vessels. Synagro has yet to haul sludge from our sludge storage tank so we have ample storage until spring. Influent flows remain high and the plant is performing very well and we are in full compliance with our current WPDES permit requirements. Listed below are some of the other operation and maintenance tasks, which were completed during October 2018.

- Continued to clean weirs, launders and trickling filter arms weekly
- Replaced 3 water solenoids on our mechanical screw screen.
- Continued to run the sludge Gravity Belt Thickener (GBT) 3x a week.
- Replaced water inlet check valves on our Vactor's pressure pump.
- Completed the semi-annual leachate report for the Sand Creek landfill and submitted to the WDNR.
- Continue to flush sewers.
- Ordered replacement pumps for the Jane Dr. liftstation.

Mark Flock
WW Plant Manager

City of Sparta Water Utility

Operation and Maintenance Report

October, 2018

In October we pumped 38,195,000 gallons of water compared to 38,888,000 gallons for the same period last year.

The following is a list of what the Water Utility has been working on during the month of October:

- Completed the monthly bacti samples.
- Completed monthly fluoride sample.
- Completed quarterly nitrate sample.
- Completed quarterly raw water samples at all six wells.
- Ran standby engines and generators for the monthly tests.
- We completed the city wide fall hydrant flushing during the week of Oct. 8 - 12th. We are now preparing hydrants for winter by checking for standing water inside the barrel and pumping them down, if needed. Installing hydrant flags on those that are prone to getting buried in snow piles, and doing maintenance on those that need attention.
- The water portion of the S. Black River St. project has been completed.
- We assisted Gerke in digging and replacing a curb stop that no longer worked at 117 E. Oak St.
- We were having some issues with data fails at a couple of our remote sites. LW Allen came and replaced an antenna and a couple electric components. This seems to have resolved the issues.
- We have been raising and lowering valve and curb boxes as needed.
- We are continuing with work such as: water testing at wells and in the system, routine meter changing, residential cross connection inspections, high bill checks and Diggers Hotline ticket locates.
- We replaced batteries in all of our UPS (Uninterruptible Power Supply) units. These are located in all of our facilities that have radio communication with the master control panel. They are used as a backup power supply in case the power ever goes out.
- We completed monthly meter reading route for our large customers.

*Todd Hanson
Supervisor
Sparta Water Utility*

| Check Number | Check Issue Date | Vendor Name | Invoice GL Account | Invoice GL Account Title | Invoice Number | Amount | Description |
|--------------|------------------|---------------------|--------------------|--------------------------|--------------------|------------|------------------------|
| 117309 | 10/02/2018 | WE ENERGIES | 700-01070 | CONSTRUCTION WOR | 8/20/18 | 918.58 | NATURAL GAS WORK-14 |
| 117314 | 10/03/2018 | Brenengen Chevrol | 700-53840-240 | REPAIRS & MAINTENA | 72719 | 39.75 | 2012 CHEV COLORADO- |
| 117316 | 10/03/2018 | EVANS PRINT & M | 700-53920-310 | OFFICE SUPPLIES | 21537 | 368.73 | #10 WINDOW ENVELOPE |
| 117316 | 10/03/2018 | EVANS PRINT & M | 700-53920-320 | PUBLICATIONS/SEMIN | 10/3/18 | 44.00 | SANITATION DEPT-MARK |
| 117318 | 10/03/2018 | Gerke Excavating In | 700-53920-210 | PROFESSIONAL SERV | 24740 | 13,877.82 | CONSERVATION HEAVY |
| 117318 | 10/03/2018 | Gerke Excavating In | 700-53920-210 | PROFESSIONAL SERV | 24741 | 736.38 | CONSERVATION MEDIUM |
| 117320 | 10/03/2018 | HOLTZ LIME GRAV | 700-53920-210 | PROFESSIONAL SERV | 15095 | 13,855.00 | JOB #1 - LA CROSSE RIV |
| 117321 | 10/03/2018 | Hydrite Chemical C | 700-53820-824 | FERRIC CHLORIDE | 02176872 | 5,770.82 | Ferric chloride |
| 117322 | 10/03/2018 | MSA Professional S | 700-01070 | CONSTRUCTION WOR | R00051029.0 30 | 1,086.71 | ST HWY 27/RIVER RD/HIL |
| 117322 | 10/03/2018 | MSA Professional S | 700-01070 | CONSTRUCTION WOR | R00051052.0 11 | 9,868.06 | HOESCHLER DR & JULIE |
| 117325 | 10/03/2018 | The Hardware Store | 700-53870-240 | REPAIRS & MAINTENA | A317762 | 3.49 | FITTING PEX |
| 117325 | 10/03/2018 | The Hardware Store | 700-53870-240 | REPAIRS & MAINTENA | A317762 | .35- | FITTING PEX |
| 117325 | 10/03/2018 | The Hardware Store | 700-53830-930 | MISCELLANEOUS GE | A318851 | 3.19 | DOORSTOP WEDGE |
| 117325 | 10/03/2018 | The Hardware Store | 700-53830-930 | MISCELLANEOUS GE | A318851 | .32- | DOORSTOP WEDGE |
| 117325 | 10/03/2018 | The Hardware Store | 700-53830-930 | MISCELLANEOUS GE | A318860 | 8.38 | DOORSTOP/DRILL BIT |
| 117325 | 10/03/2018 | The Hardware Store | 700-53830-930 | MISCELLANEOUS GE | A318860 | .84- | DOORSTOP/DRILL BIT |
| 117325 | 10/03/2018 | The Hardware Store | 700-53870-240 | REPAIRS & MAINTENA | B284597 | 7.45 | HARDWARE |
| 117325 | 10/03/2018 | The Hardware Store | 700-53870-240 | REPAIRS & MAINTENA | B284597 | .75- | HARDWARE |
| 117325 | 10/03/2018 | The Hardware Store | 700-53830-930 | MISCELLANEOUS GE | B284968 | 7.49 | OFF AEROSOL |
| 117325 | 10/03/2018 | The Hardware Store | 700-53830-930 | MISCELLANEOUS GE | B284968 | .75- | OFF AEROSOL |
| 117328 | 10/03/2018 | WE ENERGIES | 700-53860-340 | OPERATING SUPPLIE | 3281-326-595 9/18 | 10.79 | GAS - HOESCHLER |
| 117328 | 10/03/2018 | WE ENERGIES | 700-53810-221 | HEATING - GAS | 5032-284-722 9/18 | 45.73 | GAS - RICHGRUBER RD |
| 117328 | 10/03/2018 | WE ENERGIES | 700-53860-340 | OPERATING SUPPLIE | 7241-288-912 9/18 | 11.14 | GAS - JULIE AVE |
| 117331 | 10/03/2018 | XCEL ENERGY | 700-53860-340 | OPERATING SUPPLIE | 52-9873089-3 9/18 | 26.43 | ELECTRICITY - HEMSTO |
| 117354 | 10/05/2018 | XCEL ENERGY | 700-53860-340 | OPERATING SUPPLIE | 52-8129801-9 9/18 | 32.67 | ELECTRICITY-HANSON P |
| 117408 | 10/11/2018 | Band Box Cleaners | 700-53830-210 | PROFESSIONAL SERV | 02353 | 31.12 | Towel shop |
| 117409 | 10/11/2018 | Cedar Corporation | 700-53920-210 | PROFESSIONAL SERV | 97407 | 4,740.86 | STORM SEWER UPGRAD |
| 117409 | 10/11/2018 | Cedar Corporation | 700-53920-210 | PROFESSIONAL SERV | 97406 | 572.90 | PHOSHORUS FACILITY P |
| 117411 | 10/11/2018 | ESRI INC | 700-53920-210 | PROFESSIONAL SERV | 93527671 | 725.00 | PRIMARY MAINTENANCE |
| 117428 | 10/11/2018 | VERIZON WIRELE | 700-53830-930 | MISCELLANEOUS GE | 9815720954 | 40.01 | SCADA IPAD |
| 117431 | 10/11/2018 | We Energies | 700-01070 | CONSTRUCTION WOR | 10/8/18 | 927.44 | NATURAL GAS FACILITY |
| 117442 | 10/16/2018 | Northern Sewer Equ | 700-53850-240 | REPAIRS & MAINTENA | 11238 | 473.01 | REPAIR KIT, LIQUID END |
| 117445 | 10/16/2018 | SPARTA COOPERA | 700-53840-371 | GAS/OIL | 5724 9/30/18 | 256.73 | GAS CHGS - SEPT 2018 |
| 117445 | 10/16/2018 | SPARTA COOPERA | 700-53810-223 | DIESEL FUEL | 5724 9/30/18 | 378.04 | DIESEL CHGS - SEPT 201 |
| 117455 | 10/17/2018 | WINONA MECHANI | 700-01070 | CONSTRUCTION WOR | 1 | 173,699.43 | HOESHCLER DR & JULIE |
| 117455 | 10/17/2018 | WINONA MECHANI | 700-01070 | CONSTRUCTION WOR | 2 | 166,646.02 | HOESHCLER DR & JULIE |
| 117456 | 10/17/2018 | CenturyLink | 700-53860-340 | OPERATING SUPPLIE | 301277774 10/18 | 60.41 | TELEPHONE |
| 117456 | 10/17/2018 | CenturyLink | 700-53860-340 | OPERATING SUPPLIE | 301283737 10/18 | 44.66 | TELEPHONE - 2918 |
| 117456 | 10/17/2018 | CenturyLink | 700-53920-391 | TELEPHONE | 301283737 10/18 | 228.27 | TELEPHONE - 6824 |
| 117458 | 10/17/2018 | JOHN DEERE FINA | 700-53830-273 | TOOLS | 1581723 | 36.98 | KILZ PRIMER/WOOD FINI |
| 117458 | 10/17/2018 | JOHN DEERE FINA | 700-53870-240 | REPAIRS & MAINTENA | 1590961 | 144.99 | EFFLUENT PUMP/CRIMP |
| 117458 | 10/17/2018 | JOHN DEERE FINA | 700-53880-348 | GROUND MAINTENA | 1584970 | 44.97 | LANDSCAPING EDGING |
| 117458 | 10/17/2018 | JOHN DEERE FINA | 700-53870-240 | REPAIRS & MAINTENA | 1586891 | 77.27 | DUCT TAPE/SUBMERSIB |
| 117460 | 10/17/2018 | MIDWEST FUELS | 700-53830-274 | LUBRICANTS | 10285-154551 | 199.70 | 5 GAL PAIL SHELL OMAL |
| 117462 | 10/17/2018 | MONROE COUNTY | 700-53920-210 | PROFESSIONAL SERV | 10569 | 1,297.59 | MULCH/FERTILIZER/GRA |
| 117467 | 10/17/2018 | WI DEPT OF TRAN | 700-01070 | CONSTRUCTION WOR | 395-0000101314 | 9,632.87 | IH 90-STH 16 TO 9/5/18 |
| 117468 | 10/17/2018 | XCEL ENERGY | 700-53860-340 | OPERATING SUPPLIE | 52-6161035-7 10/18 | 58.52 | ELECTRICITY-WALRATH |
| 117468 | 10/17/2018 | XCEL ENERGY | 700-53860-340 | OPERATING SUPPLIE | 52-6161035-7 10/18 | 25.36 | ELECTRICITY-JANE DR |
| 117468 | 10/17/2018 | XCEL ENERGY | 700-53860-340 | OPERATING SUPPLIE | 52-6161035-7 10/18 | 34.70 | ELECTRICITY-ST HWY 16 |
| 117468 | 10/17/2018 | XCEL ENERGY | 700-53860-340 | OPERATING SUPPLIE | 52-6161035-7 10/18 | 212.40 | ELECTRICITY-HOESCHL |
| 117468 | 10/17/2018 | XCEL ENERGY | 700-53860-340 | OPERATING SUPPLIE | 52-6161035-7 10/18 | 42.10 | ELECTRICITY-1/2 A ST |
| 117468 | 10/17/2018 | XCEL ENERGY | 700-53810-220 | ELECTRIC | 52-6161035-7 10/18 | 7,464.24 | ELECTRICITY-RICHGRUB |
| 117468 | 10/17/2018 | XCEL ENERGY | 700-53860-340 | OPERATING SUPPLIE | 52-6161035-7 10/18 | 159.82 | ELECTRICITY-JULIE AVE |
| 117468 | 10/17/2018 | XCEL ENERGY | 700-53860-340 | OPERATING SUPPLIE | 52-6161035-7 10/18 | 61.88 | ELECTRICITY-IBAND AVE |
| 117519 | 10/24/2018 | CIVIC SYSTEMS LL | 700-53920-310 | OFFICE SUPPLIES | CVC17127 | 4,291.50 | LICENSE FEES/CONNEC |
| 117547 | 10/24/2018 | Sparta Postmaster | 700-53920-342 | POSTAGE | 10/24/18 | 250.00 | (5) ROLLS .50 STAMPS |
| 117585 | 10/30/2018 | XCEL ENERGY | 700-53860-340 | OPERATING SUPPLIE | 52-8129801-9 10/18 | 30.19 | ELECTRICITY-HANSON P |
| 117588 | 10/31/2018 | ADVANCE AUTO P | 700-53870-240 | REPAIRS & MAINTENA | 1580-298108 | 7.27 | V-BELT UTILITY |
| 117588 | 10/31/2018 | ADVANCE AUTO P | 700-53840-240 | REPAIRS & MAINTENA | 1580-298262 | 92.34 | BATTERY-ECONOMY |
| 117588 | 10/31/2018 | ADVANCE AUTO P | 700-53840-240 | REPAIRS & MAINTENA | 1580-298344 | 22.00- | BAT CORE RETURN |

| Check Number | Check Issue Date | Vendor Name | Invoice GL Account | Invoice GL Account Title | Invoice Number | Amount | Description |
|---------------|------------------|--------------------|--------------------|--------------------------|--------------------|------------|------------------------|
| 117588 | 10/31/2018 | ADVANCE AUTO P | 700-53850-240 | REPAIRS & MAINTENA | 11580-298340 | 56.68 | HYDRAULIC HOSE-BULK |
| 117589 | 10/31/2018 | ALWAYS REDI-MIX | 700-53860-340 | OPERATING SUPPLIE | 50870 | 208.00 | CONCRETE-WALRATH LI |
| 117591 | 10/31/2018 | Band Box Cleaners | 700-53830-210 | PROFESSIONAL SERV | 12758 | 21.60 | MAT 3x5 |
| 117591 | 10/31/2018 | Band Box Cleaners | 700-53830-210 | PROFESSIONAL SERV | 14845 | 31.59 | Towel shop |
| 117591 | 10/31/2018 | Band Box Cleaners | 700-53830-210 | PROFESSIONAL SERV | 16891 | 21.60 | MAT 3x5 |
| 117592 | 10/31/2018 | Brenengen Chevrol | 700-53840-240 | REPAIRS & MAINTENA | 73516 | 620.01 | 2012 CHEY COLORADO- |
| 117595 | 10/31/2018 | Davy Laboratories | 700-53830-923 | OUTSIDE SERVICES | 18J0318 | 67.25 | LAB COPPER/HARDNES |
| 117596 | 10/31/2018 | First Supply LLC | 700-53850-240 | REPAIRS & MAINTENA | 1785804-00 | 69.81 | PVC CPLG/CLAMP/LOOP |
| 117597 | 10/31/2018 | Marshall-Bond Pum | 700-53870-240 | REPAIRS & MAINTENA | 38983.0 | 158.56 | MUFFLER ELEMENTS |
| 117598 | 10/31/2018 | MSA Professional S | 700-53920-210 | PROFESSIONAL SERV | R00051054.0 3 | 8,500.00 | 2018 SPARTA CWF FUNDI |
| 117598 | 10/31/2018 | MSA Professional S | 700-01070 | CONSTRUCTION WOR | R00051052.0 12 | 10,385.95 | HOESCHLER DR & JULIE |
| 117598 | 10/31/2018 | MSA Professional S | 700-01070 | CONSTRUCTION WOR | R00051029.0 31 | 834.31 | ST HWY 27/RIVER RD/HIL |
| 117599 | 10/31/2018 | O'REILLY AUTOMO | 700-53840-240 | REPAIRS & MAINTENA | 2236-147757 | 13.90 | HEADLAMP |
| 117599 | 10/31/2018 | O'REILLY AUTOMO | 700-53870-240 | REPAIRS & MAINTENA | 2236-148438 | 26.35 | PWR RTD BELT |
| 117599 | 10/31/2018 | O'REILLY AUTOMO | 700-53870-240 | REPAIRS & MAINTENA | 2236-148438 | 1.37- | SALES TAX |
| 117600 | 10/31/2018 | QUILL CORPORATI | 700-53920-310 | OFFICE SUPPLIES | 2131882 | 40.07 | HP 90A BLACK TONER |
| 117603 | 10/31/2018 | The Hardware Store | 700-53830-930 | MISCELLANEOUS GE | A319708 | 5.99 | SAFETY RED MARKING |
| 117603 | 10/31/2018 | The Hardware Store | 700-53830-930 | MISCELLANEOUS GE | A319708 | .60- | SAFETY RED MARKING |
| 117603 | 10/31/2018 | The Hardware Store | 700-53870-240 | REPAIRS & MAINTENA | A319869 | 10.43 | SS HOSE/INSERT COUPL |
| 117603 | 10/31/2018 | The Hardware Store | 700-53870-240 | REPAIRS & MAINTENA | A319869 | 1.04- | SS HOSE/INSERT COUPL |
| 117603 | 10/31/2018 | The Hardware Store | 700-53850-240 | REPAIRS & MAINTENA | B286900 | 2.69 | GALV HEX BUSHING |
| 117603 | 10/31/2018 | The Hardware Store | 700-53850-240 | REPAIRS & MAINTENA | B286900 | .27- | GALV HEX BUSHING |
| 117603 | 10/31/2018 | The Hardware Store | 700-53870-240 | REPAIRS & MAINTENA | B287128 | 11.58 | HARDWARE |
| 117603 | 10/31/2018 | The Hardware Store | 700-53870-240 | REPAIRS & MAINTENA | B287128 | 1.16- | HARDWARE |
| 117603 | 10/31/2018 | The Hardware Store | 700-53870-240 | REPAIRS & MAINTENA | A320835 | 7.79 | ALLTHREAD PLATED |
| 117603 | 10/31/2018 | The Hardware Store | 700-53870-240 | REPAIRS & MAINTENA | A320835 | .78- | ALLTHREAD PLATED |
| 117605 | 10/31/2018 | Walmart Community | 700-53830-930 | MISCELLANEOUS GE | TR# 09553 | 61.75 | FO GALLON/GV 12 UL |
| 117605 | 10/31/2018 | Walmart Community | 700-53920-310 | OFFICE SUPPLIES | TR# 09553 | 69.97 | T252XL-BCS |
| 117606 | 10/31/2018 | WE ENERGIES | 700-53810-221 | HEATING - GAS | 5032-284-722 10/18 | 499.74 | GAS-RICHBRUGER RD |
| 117606 | 10/31/2018 | WE ENERGIES | 700-53860-340 | OPERATING SUPPLIE | 7241-288-912 10/18 | 10.10 | GAS-JULIE AVE |
| 117606 | 10/31/2018 | WE ENERGIES | 700-53860-340 | OPERATING SUPPLIE | 3281-326-595 10/18 | 10.10 | GAS-HOESCHLER |
| 117608 | 10/31/2018 | Winona Heating & V | 700-53880-348 | GROUNDS MAINTENA | 22502 | 25,100.00 | RE ROOF STRUCTURE 4 |
| 117609 | 10/31/2018 | XCEL ENERGY | 700-53860-340 | OPERATING SUPPLIE | 52-9873089-3 10/18 | 27.18 | ELECTRICITY-HEMSTOC |
| Grand Totals: | | | | | | 466,553.97 | |

| Check Number | Check Issue Date | Vendor Name | Invoice GL Account | Invoice GL Account Title | Invoice Number | Amount | Description |
|--------------|------------------|-----------------------|--------------------|--------------------------|-------------------|-----------|--------------------|
| 117291 | 10/02/2018 | ALWAYS REDI-MIX | 100-53430-340 | OPERATING SUPPLIE | 50729 | 390.00 | CONCRETE-HILL & |
| 117292 | 10/02/2018 | Auto Value Parts St | 100-53240-240 | REPAIRS & MAINTENA | 525062975 | 65.94 | DIESEL EXHAUST |
| 117292 | 10/02/2018 | Auto Value Parts St | 100-53240-240 | REPAIRS & MAINTENA | 525063168 | 145.78 | BATTERY |
| 117292 | 10/02/2018 | Auto Value Parts St | 100-53240-240 | REPAIRS & MAINTENA | 525063199 | 27.00 | BATTERY |
| 117292 | 10/02/2018 | Auto Value Parts St | 100-53240-240 | REPAIRS & MAINTENA | 525063241 | 10.94 | FUEL FILTER |
| 117292 | 10/02/2018 | Auto Value Parts St | 100-53240-240 | REPAIRS & MAINTENA | 525063393 | 48.26 | HD OIL FLEET/CO |
| 117292 | 10/02/2018 | Auto Value Parts St | 100-53240-240 | REPAIRS & MAINTENA | 525063569 | 54.95 | CHAIN LUBE |
| 117292 | 10/02/2018 | Auto Value Parts St | 100-53240-240 | REPAIRS & MAINTENA | 525063774 | 139.83 | HD AIR FLEET/FUE |
| 117292 | 10/02/2018 | Auto Value Parts St | 100-53240-240 | REPAIRS & MAINTENA | 525063810 | 32.48 | HD FUEL FLEET/F |
| 117292 | 10/02/2018 | Auto Value Parts St | 100-53240-240 | REPAIRS & MAINTENA | 525063813 | 8.75 | CABIN AIR FILTER |
| 117292 | 10/02/2018 | Auto Value Parts St | 100-53240-240 | REPAIRS & MAINTENA | 525063834 | 52.54 | HD AIR FLEET |
| 117292 | 10/02/2018 | Auto Value Parts St | 100-53240-240 | REPAIRS & MAINTENA | 525063835 | 39.96 | PERFECTVIEW |
| 117292 | 10/02/2018 | Auto Value Parts St | 100-53240-240 | REPAIRS & MAINTENA | 525063865 | 59.80 | HD CABIN AIR FLE |
| 117292 | 10/02/2018 | Auto Value Parts St | 100-53240-240 | REPAIRS & MAINTENA | 525063899 | 8.49 | CAR WASH |
| 117307 | 10/02/2018 | The Hardware Store | 100-53240-240 | REPAIRS & MAINTENA | A317384 | 21.78 | ZINC BOLT/LCK NU |
| 117307 | 10/02/2018 | The Hardware Store | 100-53240-240 | REPAIRS & MAINTENA | A317384 | 2.19 | ZINC BOLT/LCK NU |
| 117307 | 10/02/2018 | The Hardware Store | 100-53240-240 | REPAIRS & MAINTENA | B284476 | 29.98 | LAWN RAKE |
| 117307 | 10/02/2018 | The Hardware Store | 100-53240-240 | REPAIRS & MAINTENA | B284476 | 3.00 | LAWN RAKE |
| 117308 | 10/02/2018 | WE ENERGIES | 100-53230-221 | HEATING - GAS | 2463-120-696 9/18 | 30.92 | MAINT FACILITY |
| 117308 | 10/02/2018 | WE ENERGIES | 100-53230-221 | HEATING - GAS | 2463-120-696 9/18 | 5.03 | MAINT FACILITY |
| 117312 | 10/03/2018 | All American Do It C | 100-53230-340 | OPERATING SUPPLIE | 10218629 | 71.98 | OURDOOR CORD/ |
| 117315 | 10/03/2018 | BRUCE EQUIPMEN | 100-53310-340 | OPERATING SUPPLIE | P08459 | 114.87 | WELDMENT PIN-S |
| 117322 | 10/03/2018 | MSA Professional S | 400-54000-732 | STREETS - RECONST | R00051029.0 30 | 1,086.72 | ST HWY 27/RIVER |
| 117324 | 10/03/2018 | R Communications | 100-53240-240 | REPAIRS & MAINTENA | 2156 | 213.00 | INSTALL RADIO-NE |
| 117326 | 10/03/2018 | USA Blue Book | 100-53300-340 | OPERATING SUPPLIE | 694733 | 81.83 | RUSTOLEUM INVE |
| 117331 | 10/03/2018 | XCEL ENERGY | 100-53420-000 | STREETE LIGHTING | 52-8821676-4 9/18 | 36.36 | LIGHTS-208 S WAT |
| 117332 | 10/05/2018 | 1ST COMMUNITY | 100-53510-371 | GAS/OIL | 1339 9/27/18 | 283.83 | AIRPORT FUEL |
| 117332 | 10/05/2018 | 1ST COMMUNITY | 100-53100-320 | PUBLICATIONS/SEMIN | 1339 9/27/18 | 11.55 | DPW |
| 117340 | 10/05/2018 | KWIK TRIP INC | 100-53240-371 | GAS/OIL | 319405 9/30/18 | 2,541.84 | STREET DEPT GA |
| 117346 | 10/05/2018 | SPARTA COOPERA | 100-53240-371 | GAS/OIL | 5127 9/30/18 | 231.51 | GAS CHGS - SEPT |
| 117346 | 10/05/2018 | SPARTA COOPERA | 100-53330-340 | OPERATING SUPPLIE | 5127 9/30/18 | 126.50 | LAWN SEED |
| 117352 | 10/05/2018 | TRAFFIC & PARKIN | 100-53300-340 | OPERATING SUPPLIE | 1615645 | 220.87 | BULL DOG PUSHB |
| 117353 | 10/05/2018 | Viking Electric Suppl | 100-53300-340 | OPERATING SUPPLIE | S001926670.001 | 112.90 | HPS MOGUL 100W/ |
| 117354 | 10/05/2018 | XCEL ENERGY | 100-53420-000 | STREETE LIGHTING | 52-9213733-6 9/18 | 80.51 | LIGHTS-116 W MAI |
| 117354 | 10/05/2018 | XCEL ENERGY | 100-53420-000 | STREETE LIGHTING | 52-6161034-6 9/18 | 17.51 | LIGHTS-107 N WAT |
| 117354 | 10/05/2018 | XCEL ENERGY | 100-53420-000 | STREETE LIGHTING | 52-8821941-6 9/18 | 42.78 | LIGHTS-517 N WAT |
| 117354 | 10/05/2018 | XCEL ENERGY | 100-53420-000 | STREETE LIGHTING | 52-8821940-5 9/18 | 298.50 | LIGHTS-109 N WAT |
| 117407 | 10/11/2018 | ALWAYS REDI-MIX | 100-53430-340 | OPERATING SUPPLIE | 50808 | 598.00 | CONCRETE-400 BL |
| 117411 | 10/11/2018 | ESRI INC | 100-53230-340 | OPERATING SUPPLIE | 93527671 | 725.00 | PRIMARY MAINTEN |
| 117418 | 10/11/2018 | MODERN DISPOS | 100-53620-000 | GARBAGE & REFUSE | 10/15/18 | 17,608.92 | GARBAGE & REFU |
| 117420 | 10/11/2018 | MONROE COUNTY | 100-53620-000 | GARBAGE & REFUSE | 179941 | 3.00 | BALLASTS |
| 117420 | 10/11/2018 | MONROE COUNTY | 100-53620-000 | GARBAGE & REFUSE | 179940 | 45.00 | TV LESS THAN 25" |
| 117420 | 10/11/2018 | MONROE COUNTY | 100-53620-000 | GARBAGE & REFUSE | 179937 | 48.00 | FLUORESCENT BU |
| 117420 | 10/11/2018 | MONROE COUNTY | 100-53620-000 | GARBAGE & REFUSE | 179938 | 72.00 | LAMPS HID/CIRC/ |
| 117420 | 10/11/2018 | MONROE COUNTY | 100-53620-000 | GARBAGE & REFUSE | 179939 | 150.00 | ELECTRONICS |
| 117428 | 10/11/2018 | VERIZON WIRELE | 100-53100-391 | TELEPHONE | 9815720954 | 47.34 | DPW |
| 117428 | 10/11/2018 | VERIZON WIRELE | 100-53230-391 | TELEPHONE | 9815720954 | 40.01 | STREET IPAD |
| 117434 | 10/11/2018 | XCEL ENERGY | 100-53420-000 | STREETE LIGHTING | 52-6161038-0 9/18 | 7,835.50 | LIGHTS |
| 117434 | 10/11/2018 | XCEL ENERGY | 100-53510-220 | ELECTRIC | 52-6161038-0 9/18 | 229.57 | AIRPORT |
| 117434 | 10/11/2018 | XCEL ENERGY | 100-53230-220 | ELECTRIC | 52-6161038-0 9/18 | 341.48 | SHOP |
| 117447 | 10/16/2018 | TRAFFIC & PARKIN | 100-53340-340 | OPERATING SUPPLIE | 1617121 | 856.35 | STREET SIGNS |
| 117454 | 10/16/2018 | WI DEPT OF TRAN | 400-54000-732 | STREETS - RECONST | 395-0000101313 | 10,162.15 | 39551440175 IH 90- |
| 117456 | 10/17/2018 | CenturyLink | 100-53510-391 | TELEPHONE | 301280811 10/18 | 184.58 | AIRPORT |
| 117456 | 10/17/2018 | CenturyLink | 100-53230-391 | TELEPHONE | 301284392 10/18 | 129.00 | CITY SHOP |
| 117457 | 10/17/2018 | Hagen's Sales & Se | 100-53330-340 | OPERATING SUPPLIE | 550689 | 2.50 | STARTER ROPE |
| 117457 | 10/17/2018 | Hagen's Sales & Se | 100-53330-340 | OPERATING SUPPLIE | 550703 | 41.98 | CHAIN SAW CHAIN |
| 117457 | 10/17/2018 | Hagen's Sales & Se | 100-53330-340 | OPERATING SUPPLIE | 550745 | 48.53 | CHAIN SAW CHAIN |

| Check Number | Check Issue Date | Vendor Name | Invoice GL Account | Invoice GL Account Title | Invoice Number | Amount | Description |
|---------------|------------------|----------------------|--------------------|--------------------------|--------------------|------------|--------------------|
| 117458 | 10/17/2018 | JOHN DEERE FINA | 100-53230-340 | OPERATING SUPPLIE | 1587177 | 5.69 | ADAPTER |
| 117458 | 10/17/2018 | JOHN DEERE FINA | 100-53240-240 | REPAIRS & MAINTENA | 1590927 | 9.24 | BOLTS/LOCKNUTS |
| 117461 | 10/17/2018 | MISSISSIPPI WELD | 402-54020-532 | PUBLIC WORKS | 2799966 | 20.71 | HEADGEAR RATC |
| 117462 | 10/17/2018 | MONROE COUNTY | 100-53300-240 | REPAIRS & MAINTENA | 10537 | 2.71 | STEEL LOCK NUTS |
| 117462 | 10/17/2018 | MONROE COUNTY | 100-53300-240 | REPAIRS & MAINTENA | 10537 | 8.02 | CARBON STEEL |
| 117462 | 10/17/2018 | MONROE COUNTY | 100-53100-325 | SAFETY PROGRAM | 9/28/18 | 57.00 | DRUG TESTING |
| 117463 | 10/17/2018 | RIVER STATES TR | 100-53240-240 | REPAIRS & MAINTENA | 544242 | 64.50 | FUEL FILTER |
| 117464 | 10/17/2018 | Scott Construction I | 400-54000-731 | STREETS - REPAIRS | 3693 | 14,530.00 | CHIP SEAL CITY S |
| 117466 | 10/17/2018 | TITAN MACHINERY | 100-53240-240 | REPAIRS & MAINTENA | 11515893 | 109.01 | LIGHTS BULBS |
| 117466 | 10/17/2018 | TITAN MACHINERY | 100-53240-240 | REPAIRS & MAINTENA | 11527267 | 26.70 | LIGHTS BULBS |
| 117466 | 10/17/2018 | TITAN MACHINERY | 100-53240-240 | REPAIRS & MAINTENA | 11540771 | 131.43 | BOLT PACK/SHAC |
| 117467 | 10/17/2018 | WI DEPT OF TRAN | 400-54000-732 | STREETS - RECONST | 395-0000101314 | 89.70 | IH 90-STH 16 TO 9/ |
| 117468 | 10/17/2018 | XCEL ENERGY | 100-53510-220 | ELECTRIC | 52-6334618-9 10/18 | 33.91 | AIRPORT-6083 |
| 117509 | 10/24/2018 | ADVANCE AUTO P | 100-53240-240 | REPAIRS & MAINTENA | 1580-298378 | 31.34 | HYDRAULIC HOSE |
| 117520 | 10/24/2018 | DALCO | 100-53510-340 | OPERATING SUPPLIE | 3374236 | 17.92 | DUST MOP |
| 117534 | 10/24/2018 | LAMBERT FOREST | 100-53330-340 | OPERATING SUPPLIE | 29130 | 15,125.00 | BRUSH GRINDING |
| 117541 | 10/24/2018 | MODERN DISPOS | 100-53620-000 | GARBAGE & REFUSE | 11/1/18 | 17,608.92 | GARBAGE & REFU |
| 117542 | 10/24/2018 | MORTON SALT | 100-53320-340 | OPERATING SUPPLIE | 5401679900 | 14,249.73 | BULK SAFETY SAL |
| 117549 | 10/24/2018 | U.S. ARMY CORPS | 402-54020-543 | AIRPORT | DACA45-1-86-6168 | 5,850.00 | AIRPORT LEASE A |
| 117553 | 10/24/2018 | XCEL ENERGY | 100-53510-220 | ELECTRIC | 52-0793737-9 9/16 | 39.69 | AIRPORT-6086 |
| 117553 | 10/24/2018 | XCEL ENERGY | 100-53420-000 | STREETE LIGHTING | 52-7351573-2 10/18 | 35.78 | LIGHTS-318 S CHE |
| 117572 | 10/30/2018 | CRAWFORD OIL C | 100-53510-371 | GAS/OIL | 235722 | 3,687.83 | AIRPORT FUEL |
| 117576 | 10/30/2018 | METCO | 100-53510-340 | OPERATING SUPPLIE | 175766 | 359.95 | REPAIR/TESTED FI |
| 117577 | 10/30/2018 | ROCK OIL REFININ | 100-53620-000 | GARBAGE & REFUSE | 274513 | 45.00 | OIL FILTER DISPO |
| 117578 | 10/30/2018 | RONCO ENGINEE | 100-53240-240 | REPAIRS & MAINTENA | 3147500 | 278.25 | FABRICATE SHAFT |
| 117581 | 10/30/2018 | WE ENERGIES | 100-53230-221 | HEATING - GAS | 2463-120-696 10/18 | 96.97 | MAINT FACILITY |
| 117585 | 10/30/2018 | XCEL ENERGY | 100-53420-000 | STREETE LIGHTING | 52-8821676-4 10/18 | 37.89 | LIGHTS-208 S WAT |
| 117589 | 10/31/2018 | ALWAYS REDI-MIX | 100-53430-340 | OPERATING SUPPLIE | 50870 | 260.00 | CONCRETE-WALR |
| 117598 | 10/31/2018 | MSA Professional S | 400-54000-732 | STREETS - RECONST | R00051029.0 31 | 834.30 | ST HWY 27/RIVER |
| Grand Totals: | | | | | | 119,372.74 | |

| Check Number | Check Issue Date | Vendor Name | Invoice GL Account | Invoice GL Account Title | Invoice Number | Amount | Description |
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| 117316 | 10/03/2018 | EVANS PRINT & M | 600-53900-905 | MISC CUSTOMER AC | 21537 | 368.74 | #10 WINDOW ENVELOPE |
| 117317 | 10/03/2018 | FERGUSON ENTE | 600-53650-665 | MISC EXPENSES TRA | 0119677 | 1,664.00 | TRUCK FLUSH DIFFUSE |
| 117318 | 10/03/2018 | Gerke Excavating In | 600-53650-683 | MAINT TRANSMN & DI | 24550 | 6,103.69 | REPAIR BROKEN WATER |
| 117319 | 10/03/2018 | Hawkins Inc | 600-53630-641 | CHEMICALS | 4366107 | 3,706.37 | CHLORINE/HYDROFLUO |
| 117322 | 10/03/2018 | MSA Professional S | 600-01070 | CONSTRUCTION WOR | R00051029.0 30 | 1,086.72 | ST HWY 27/RIVER RD/HIL |
| 117323 | 10/03/2018 | Public Service Com | 600-53400-408 | TAXES | RA19-I-05610 | 2,178.64 | 2018-2019 UTILITY ADVA |
| 117325 | 10/03/2018 | The Hardware Store | 600-53600-626 | MISC EXPENSES PUM | B284647 | 61.97 | BALL VALVE |
| 117325 | 10/03/2018 | The Hardware Store | 600-53600-626 | MISC EXPENSES PUM | B284647 | 6.20 | BALL VALVE |
| 117327 | 10/03/2018 | Walmart Community | 600-53600-626 | MISC EXPENSES PUM | TR# 08679 | 28.82 | AA PROTECT16 |
| 117328 | 10/03/2018 | WE ENERGIES | 600-53600-623 | FUEL & POWER PURC | 1265-324-026 9/18 | 10.51 | GAS - ICECAP RD |
| 117328 | 10/03/2018 | WE ENERGIES | 600-53600-623 | FUEL & POWER PURC | 1494-782-965 9/18 | 58.44 | GAS - RILEY RD |
| 117328 | 10/03/2018 | WE ENERGIES | 600-53600-623 | FUEL & POWER PURC | 1494-782-965 9/18 | .72 | GAS - RILEY RD |
| 117328 | 10/03/2018 | WE ENERGIES | 600-53600-623 | FUEL & POWER PURC | 3691-118-861 9/18 | 12.99 | GAS - TOWER ST |
| 117328 | 10/03/2018 | WE ENERGIES | 600-53920-933 | TRANSPORTATION | 4203-487-249 9/18 | 10.56 | GAS - N CHESTERR ST B |
| 117328 | 10/03/2018 | WE ENERGIES | 600-53920-933 | TRANSPORTATION | 8027-738-976 9/18 | 10.56 | GAS - N CHESTER ST BL |
| 117329 | 10/03/2018 | WI DNR | 600-53920-930 | MISCELLANEOUS GE | 35767 9/10/18 | 45.00 | Certification renewal - SCH |
| 117330 | 10/03/2018 | Wisconsin Rural Wa | 600-53920-921 | OFFICE EXPENSES | S3084 | 520.00 | CHARTER MEMBERSHIP |
| 117331 | 10/03/2018 | XCEL ENERGY | 600-53600-623 | FUEL & POWER PURC | 52-6161036-8 9/18 | 671.00 | ELECTRICITY - 101 PUMP |
| 117331 | 10/03/2018 | XCEL ENERGY | 600-53600-623 | FUEL & POWER PURC | 52-6161036-8 9/18 | 615.72 | ELECTRICITY - 103 PUMP |
| 117331 | 10/03/2018 | XCEL ENERGY | 600-53600-623 | FUEL & POWER PURC | 52-6161036-8 9/18 | 33.76 | ELECTRICITY - 490 AVON |
| 117331 | 10/03/2018 | XCEL ENERGY | 600-53600-623 | FUEL & POWER PURC | 52-6161036-8 9/18 | 1,477.37 | ELECTRICITY - 104 PUMP |
| 117331 | 10/03/2018 | XCEL ENERGY | 600-53600-623 | FUEL & POWER PURC | 52-6161036-8 9/18 | 864.74 | ELECTRICITY - 101 PUMP |
| 117331 | 10/03/2018 | XCEL ENERGY | 600-53600-623 | FUEL & POWER PURC | 52-6161036-8 9/18 | 2,089.22 | ELECTRICITY - STANDAR |
| 117332 | 10/05/2018 | 1ST COMMUNITY | 600-53920-921 | OFFICE EXPENSES | 1339 9/27/18 | 165.00 | WATER DEPT |
| 117346 | 10/05/2018 | SPARTA COOPERA | 600-53920-933 | TRANSPORTATION | 5128 9/30/18 | 464.04 | GAS CHGS - SEPT 2018 |
| 117411 | 10/11/2018 | ESRI INC | 600-53920-923 | OUTSIDE SERVICES | 93527671 | 725.00 | PRIMARY MAINTENANCE |
| 117428 | 10/11/2018 | VERIZON WIRELE | 600-53650-665 | MISC EXPENSES TRA | 9815720954 | 40.01 | WATER IPAD |
| 117430 | 10/11/2018 | WE ENERGIES | 600-53600-623 | FUEL & POWER PURC | 0072-378-771-9/18 | 10.56 | GAS - STANNARD DR |
| 117456 | 10/17/2018 | CenturyLink | 600-53600-626 | MISC EXPENSES PUM | 301282035 10/18 | 223.87 | TELEPHONE - 4334 |
| 117456 | 10/17/2018 | CenturyLink | 600-53600-626 | MISC EXPENSES PUM | 301283684 10/18 | 65.68 | TELEPHONE - 6719 |
| 117458 | 10/17/2018 | JOHN DEERE FINA | 600-53600-626 | MISC EXPENSES PUM | 1584534 | 47.99 | 10" WHEEL MEASURE |
| 117467 | 10/17/2018 | WI DEPT OF TRAN | 600-01070 | CONSTRUCTION WOR | 395-0000101314 | 21,066.04 | IH 90-STH 16 TO 9/5/18 |
| 117468 | 10/17/2018 | XCEL ENERGY | 600-53600-623 | FUEL & POWER PURC | 52-8327905-4 10/18 | 56.51 | ELECTRICITY-3185 RILEY |
| 117468 | 10/17/2018 | XCEL ENERGY | 600-53600-623 | FUEL & POWER PURC | 52-8327905-4 10/18 | 2,500.45 | ELECTRICITY-2050 RILE |
| 117468 | 10/17/2018 | XCEL ENERGY | 600-53600-623 | FUEL & POWER PURC | 52-8090251-0 10/18 | 238.75 | ELECTRICITY-ICECAP RD |
| 117514 | 10/24/2018 | Bennett, Katie | 600-01420 | CUSTOMER ACCOUN | 1-07042000-05 | 258.90 | REFUND OVERPYMT-208 |
| 117519 | 10/24/2018 | CIVIC SYSTEMS LL | 600-53920-921 | OFFICE EXPENSES | CVC17127 | 4,291.50 | LICENSE FEES/CONNEC |
| 117536 | 10/24/2018 | LYDON & LYDON R | 600-01420 | CUSTOMER ACCOUN | 1-22100000-02 | 69.76 | REFUND OVERPYMT-181 |
| 117547 | 10/24/2018 | Sparta Postmaster | 600-53920-921 | OFFICE EXPENSES | 10/24/18 | 250.00 | (5) ROLLS .50 STAMPS |
| 117581 | 10/30/2018 | WE ENERGIES | 600-53600-623 | FUEL & POWER PURC | 0072-378-771 10/18 | 127.95 | GAS-STANNARD DR |
| 117581 | 10/30/2018 | WE ENERGIES | 600-53600-623 | FUEL & POWER PURC | 1494-782-965- 10/1 | 326.61 | GAS-RILEY RD |
| 117581 | 10/30/2018 | WE ENERGIES | 600-53600-623 | FUEL & POWER PURC | 3691-118-861 10/18 | 143.84 | GAS-TOWER ST |
| 117581 | 10/30/2018 | WE ENERGIES | 600-53920-933 | TRANSPORTATION | 4203-487-249 10/18 | 12.52 | GAS-N CHESTER ST BLD |
| 117581 | 10/30/2018 | WE ENERGIES | 600-53920-933 | TRANSPORTATION | 8027-738-976 10/18 | 16.63 | GAS-N CHESTER ST BLD |
| 117581 | 10/30/2018 | WE ENERGIES | 600-53600-623 | FUEL & POWER PURC | 1265-324-026 10/18 | 15.55 | GAS-ICECAP RD |
| 117585 | 10/30/2018 | XCEL ENERGY | 600-53600-623 | FUEL & POWER PURC | 52-6161036-8 10/18 | 619.25 | ELECTRICITY-101 PUMPI |
| 117585 | 10/30/2018 | XCEL ENERGY | 600-53600-623 | FUEL & POWER PURC | 52-6161036-8 10/18 | 536.09 | ELECTRICITY-103 PUMPI |
| 117585 | 10/30/2018 | XCEL ENERGY | 600-53600-623 | FUEL & POWER PURC | 52-6161036-8 10/18 | 31.98 | ELECTRICITY-490 AVON |
| 117585 | 10/30/2018 | XCEL ENERGY | 600-53600-623 | FUEL & POWER PURC | 52-6161036-8 10/18 | 1,203.36 | ELECTRICITY-104 PUMPI |
| 117585 | 10/30/2018 | XCEL ENERGY | 600-53600-623 | FUEL & POWER PURC | 52-6161036-8 10/18 | 771.93 | ELECTRICITY-101 PUMPI |
| 117585 | 10/30/2018 | XCEL ENERGY | 600-53600-623 | FUEL & POWER PURC | 52-6161036-8 10/18 | 1,845.42 | ELECTRICITY-920 STAND |
| 117589 | 10/31/2018 | ALWAYS REDI-MIX | 600-53600-633 | MAINTENANCE OF PU | 50874 | 298.00 | TIK#92282-WELL #9 GEN |
| 117593 | 10/31/2018 | CLEAN WATER TE | 600-53630-642 | OPERATION LABOR & | 0150591-IN | 19.60 | LAB-1127 N CHESTER ST |
| 117593 | 10/31/2018 | CLEAN WATER TE | 600-53630-642 | OPERATION LABOR & | 0150631-IN | 313.60 | LAB-COLIFORM & E-COLI |
| 117594 | 10/31/2018 | Core & Main LP | 600-53650-685 | MAINTENANCE OF SE | J608272 | 38.64 | CURB BOX PLUG |
| 117594 | 10/31/2018 | Core & Main LP | 600-01540 | PLANT MATERIAL-OP | J661821 | 58.04 | REPAIR CPLG IMP |
| 117594 | 10/31/2018 | Core & Main LP | 600-01540 | PLANT MATERIAL-OP | J661810 | 667.23 | REPAIR CPLG IMP/CPLG |
| 117594 | 10/31/2018 | Core & Main LP | 600-53650-687 | MAINTENANCE OF HY | J667489 | 118.00 | HYDRAFINDER |
| 117598 | 10/31/2018 | MSA Professional S | 600-01070 | CONSTRUCTION WOR | R00051029.0 31 | 834.30 | ST HWY 27/RIVER RD/HIL |

| Check Number | Check Issue Date | Vendor Name | Invoice GL Account | Invoice GL Account Title | Invoice Number | Amount | Description |
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| 117598 | 10/31/2018 | MSA Professional S | 600-53920-923 | OUTSIDE SERVICES | R00051048.0 6 | 537.00 | ARCGIS ONLINE IMPLEM |
| 117599 | 10/31/2018 | O'REILLY AUTOMO | 600-53600-626 | MISC EXPENSES PUM | 2236-149273 | 12.65 | IMPACT ADAPT |
| 117599 | 10/31/2018 | O'REILLY AUTOMO | 600-53600-626 | MISC EXPENSES PUM | 2236-149273 | .66 | SALES TAX |
| 117600 | 10/31/2018 | QUILL CORPORATI | 600-53920-921 | OFFICE EXPENSES | 2131882 | 96.92 | HP 85A BLACK TONER |
| 117601 | 10/31/2018 | Safe-Fast Inc | 600-53650-665 | MISC EXPENSES TRA | INV206585 | 95.76 | INVERTED MARKING PAI |
| 117602 | 10/31/2018 | SpringLake Contract | 600-53600-633 | MAINTENANCE OF PU | 1770-5 | 7,617.00 | WELL #9-REMOVE & REP |
| 117603 | 10/31/2018 | The Hardware Store | 600-53600-626 | MISC EXPENSES PUM | B287203 | 4.49 | BATT A23BPZ |
| 117603 | 10/31/2018 | The Hardware Store | 600-53600-626 | MISC EXPENSES PUM | B287203 | .45 | BATT A23BPZ |
| 117604 | 10/31/2018 | USA Blue Book | 600-53630-641 | CHEMICALS | 700156 | 234.90 | HACH DPD/IRON FERRO |
| 117604 | 10/31/2018 | USA Blue Book | 600-53650-665 | MISC EXPENSES TRA | 700156 | 56.63 | FLAG 24' PVC |
| 117607 | 10/31/2018 | WI STATE LAB OF | 600-53630-642 | OPERATION LABOR & | 563893 | 25.00 | Lab Fluoride |
| Grand Totals: | | | | | | <u>68,763.74</u> | |



October 5, 2018

Mark Van Wormer, DPW
City of Sparta
201 West Oak Street
Sparta, WI 54656

Re: Agreement to Provide Professional Consulting Services
CDBG Public Facilities (PF) Grant Administration

Dear Mark,

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide grant administration services for the City of Sparta (Client). All sections included in this Agreement and the General Terms and Conditions form the basis for this Agreement.

I. PROJECT UNDERSTANDING

The City was awarded a \$500,000 CDBG Public facilities (PF) grant for the reconstruction of Chester Street from Oak Street to Pearl Street. The estimated cost for the CDBG project including street, sidewalk, sanitary sewer, water main, storm sewer, engineering and contingency is \$1,047,500.

II. SCOPE OF SERVICES

A. General

Consultant shall work with Client to provide CDBG PF Grant administration services for the above project.

B. Specific Services Provided by Consultant

1. Assist the Client with finalization of the CDBG grant agreement.
2. Attend public meetings to implement the CDBG PF Grant. The meetings include:
 - a) One public hearing during the implementation of the project.
 - b) CDBG monitoring visit.
3. Establish and maintain record keeping and file system as required by the CDBG program.
4. Complete the Environmental Review Record in accordance with the CDBG Implementation Manual. Services shall include preparation of the environmental documents, public notices and Request for Release of Funds.

5. Act as the Federal Labor Standards officer for the project. Duties shall include:
 - a) Obtaining Federal Wage Rates,
 - b) Assembling Federal Wage Rate documents into bidding specifications,
 - c) Monitor wage determination changes and issue new wage decisions as needed during project bidding,
 - d) Complete and submit semi-annual labor standards compliance reports,
 - e) Monitor contractor payroll reports for compliance with Davis-Bacon requirements,
 - f) Interview contractor employees as required by Davis-Bacon Act,
 - g) Complete and submit the final Labor Standards Certification.
6. Assist with financial management journals as required by the CDBG program.
7. Assist the Client with setting up the grant account to receive CDBG disbursements. Prepare and submit requests for disbursement of funds. Coordinate payment of project invoices with other funding sources and document matching funds.
8. Assist with Equal Opportunity compliance as required by the CDBG program.
9. Assist with Fair Housing Actions required by the CDBG program.
10. Complete and submit semi-annual reports as outlined in the CDBG Contract.
11. Complete closeout reports and coordinate closeout of the CDBG Grant at the completion of the project.

C. Additional Services if Requested by Client

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that creates a need for additional services beyond those required for a standard contract.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT

In addition to the "Services Not Provided as Part of This Contract" section indicated in the attached General Terms and Conditions, the following services are not included as part of this agreement: engineering, surveying, auditing and disbursement of funds.

IV. INFORMATION PROVIDED BY OTHERS

In order to complete our scope of services, the following information shall be provided by others:

- A. Provide Consultant with all criteria and full information as to Client's requirements for the project, including design objectives and constraints, capacity and performance requirements, flexibility, expandability, and any budgetary limitations; furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client's standard forms, and

- conditions, including insurance requirements and related documents for Consultant to include in the bidding documents, or otherwise when applicable.
- B. Furnish to Consultant any other information pertinent to the project including reports and data relative to previous designs, or investigations at or adjacent to the site, including hazardous environmental conditions and other data such as reports, investigations, actions or citations.
 - C. Maintenance of files, including filing of documents in appropriate file folders.
 - D. Set-up and maintain a Bank account to receive CDBG funds.
 - E. Disburse CDBG and other funds to pay for project costs.
 - F. Services of the City attorney.
 - G. Miscellaneous expenses incurred by the Client related to the implementation of the CDBG Program. These expenses may include personnel training, travel, postage, office supplies, telephone, newspaper publication costs, and copies.

V. SCHEDULE

The proposed project will be constructed during 2020. The CDBG grant administration activities will be provided throughout the project implementation. Consultant will schedule the work activities to meet the project schedule.

VI. SCHEDULE OF DELIVERABLES

The following deliverables shall be provided to the Client throughout the course of the project:

- A. Environmental Review Record
- B. Financial Journals & CDBG Disbursement Requests
- C. Equal Opportunity Reports and Documentation
- D. Federal Labor Standards Reports and Documentation
- E. CDBG Files
- F. Semi-Annual Reports and Close-out Reports

VII. DESIGNATION OF RESPONSIBLE PARTIES

The designated responsible parties representing the Client and Consultant, respectively, shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

Overall coordination and project supervision for Consultant is the responsibility of Kurt R. Muchow Project Leader. He, along with other personnel, shall provide the services required for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Kurt.

The Client designates Lori Polhamus as its representative. Consultant shall direct all communications that have a substantive impact on the project to that individual, and that individual's responses shall be binding on the Client.

VIII. FEES

The fixed fee to provide the above-described scope of services is \$17,000.

IX. EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

In connection with the performance of work under contract, Consultant agrees to comply with: **Title VI of the Civil Rights Act of 1964 (P.L. 88-352)**, which provides that no person shall be excluded from participation, denied the benefits, or subjected to discrimination on the basis of race, color, or national origin under any program or activity receiving federal financial assistance.

Section 109 of the Housing and Urban Development Act of 1974, as amended, which provided that no person shall be excluded from participation (including employment), denied benefits or subjected to discrimination on the basis of race, color, national origin, or sex, under any program or activity, funded in whole or in part under Title I (Community Development) of the Act.

Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds.

Age Discrimination Act of 1975, as amended, which provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age, under any program or activity receiving federal funds.

Executive Order 11246, as amended, which provides that no person shall be discriminated against, on the basis of race, color, religion, sex or national origin in any place of employment during the performance of federally-assisted construction contracts in excess of \$2,000.


Section 3 of the Housing and Urban Development Act of 1968, as amended, which provides that to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of the project area, and that contracts, in connection with the project, be awarded to business concerns located in, or owned in substantial part, by residents of the project area.

X. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions dated 1-2-17 and attached hereto are incorporated herein by reference.

We appreciate the opportunity to work with you on this project. If this Agreement is acceptable to you, please sign the Authorization below and return one copy to our Reedsburg office. Should you have any questions or require any additional information, please feel free to contact me.

Sincerely,



Kurt R. Muchow
Principal

Enclosure: General Terms and Conditions


AUTHORIZATION TO PROCEED

In witness whereof, the parties have made and executed this Agreement as of the day and year written below.

Client

Consultant

Ron Button, Jr., Mayor
City of Sparta
201 West Oak Street
Sparta, WI 54656

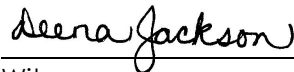


Kurt R. Muchow, Principal
Vierbicher Associates, Inc.
400 Viking Drive
Reedsburg, WI 53959

Date

October 5, 2018
Date

Witness



Witness

© 2018 Vierbicher Associates, Inc.

**VIERBICHER ASSOCIATES, INC. (CONSULTANT)
GENERAL TERMS AND CONDITIONS OF SERVICES**

1. Services Not Provided as Part of This Agreement

Environmental studies, resident construction observation services, archaeological investigations, soil borings, flood plain analysis, wetland delineations, public hearing representation, easements, property descriptions or surveys, negotiations for property rights acquisitions, and other detailed studies or investigations, unless specifically identified in this Agreement for Services, are not included as part of this work.

2. Hazardous Environmental Conditions

Unless specifically identified in this Agreement for Services, it is acknowledged by both parties that Consultant's scope of services does not include any services related to the discovery, identification, presence, handling, removal, transportation, or remediation at the site, or the inspection and testing of hazardous materials, such as asbestos, mold, lead paint, PCBs, petroleum, hazardous waste, or radioactive materials. Client acknowledges that Consultant is performing professional services for Client, and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). If Client is the owner of the project site, Client shall defend, indemnify and hold Consultant harmless from and against any CERCLA-based claims.

3. Additional Services

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that create a need for additional services beyond those required for a standard agreement.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

4. Client's Responsibility

- A. Provide Consultant with all criteria and full information as to Client's requirements for the project, including design objectives and constraints, capacity and performance requirements, flexibility, expandability, and any budgetary limitations; furnish previous plans, studies and other information relevant to the project; furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client's standard forms, and conditions, including insurance requirements and related documents for Consultant to include in the bidding documents, or otherwise when applicable.
- B. Furnish to Consultant any other information pertinent to the project including reports and data relative to previous designs, or investigations at or adjacent to the site, including hazardous environmental conditions and other data such as reports, investigations, actions or citations.
- C. Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and Contractors, and information from public records, without the need for independent verification.
- D. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.

- E. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant and render timely decisions pertaining thereto.
- F. For projects involving construction, attend any pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment inspections.
- G. For projects involving construction, if more than one prime contract is to be awarded for the work designed or specified by Consultant, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth in writing the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Consultant.
- H. For projects involving construction, if Client designates a Construction Manager or an individual or entity other than, or in addition to, Consultant to represent Client at the site, the Client shall define and set forth in writing the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant and make a part of this Agreement.
- I. Provide information relative to all concealed conditions, subsurface conditions, soil conditions, as-built information, and other site boundary conditions. Consultant shall be entitled to rely upon the accuracy and completeness of such information.

5. General Considerations (for projects involving construction)

- A. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- B. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- C. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Consultant.

6. Fees

- A. The fees set forth in this Agreement are based on the assumption that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant, e.g. decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- B. Consultant may submit invoices monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Estimated fees will be submitted on the basis of time and expense incurred in accordance with Consultant's fee schedule in effect at the time the costs are incurred.

- C. Invoices are due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 1/2% per month. Payments will be credited first to interest and then to principal. In the event any portion of the account remains unpaid after 90 days after the billing, Consultant may initiate collection action and the Client shall be responsible for all costs of collection, including reasonable attorneys' fees. As a matter of business practice, Consultant would intend to file lien rights against the property if payment is not received before lien rights would expire. Consultant shall have the right to suspend its services without any liability arising out of or related to such suspension in the event invoices are not paid within 30 days of receipt.
- D. When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated, Consultant shall make every effort to inform you in a timely manner, even prior to incurring the costs, if possible.
- E. Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or as otherwise negotiated.

7. Dispute Resolution

In the event a dispute shall develop between the Client and the Consultant arising out of or related to this Agreement, the Client and Consultant agree to use the following process to resolve the dispute:

- A. The Client and Consultant agree to first negotiate all disputes between them in good faith for a period of at least 30 days from notice first being served in writing to the Client or Consultant of the dispute.
- B. If the Client and Consultant are unable to resolve the dispute by negotiation as described above, the Client and Consultant agree to submit the dispute to non-binding mediation. Such mediation shall be conducted in accordance with Construction Industry Dispute Resolution procedures of the American Arbitration Association.
- C. If the Client and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute.

8. Insurance

A. Consultant

Consultant maintains general liability and property insurance; vehicle liability; and workers' compensation coverage meeting state and federal mandates. Consultant also carries professional liability insurance. Certificates of Insurance will be provided upon written request.

B. Client

The Client shall procure and maintain, at its expense, general liability, property insurance and, if appropriate, workers' compensation and builders risk insurance. Client waives all claims against the Consultant arising out of losses or damages to the extent such losses or damages are covered by the foregoing insurance policies maintained by the Client.

C. Contractor

The Consultant shall procure from the Contractor, as directed by the Client and/or as provided in the Scope of Services, Certificates of Insurance for the type and amounts as directed by the Client, and shall require the Contractor to name the Consultant as an additional insured under the Contractor's general and auto liability policies.

9. Limitations of Liability/Indemnity

- A. In recognition of the relative risks, rewards and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total aggregate liability to the Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes, shall not exceed the limits of Consultant's professional liability insurance policy, not including reimbursable subconsultant fees and expenses. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of Agreement or breach of express or implied warranty.
- B. Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers and employees from and against liability for losses, damages and expenses, including reasonable attorneys' fees, to the extent they are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.
- C. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee or any of them.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

10. Use of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein, including all copyrights. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of planning, constructing, occupying or maintaining the project or as otherwise intended. Reuse or modification of any such documents by Client, without Consultant's written permission and professional involvement in the applicable reuse or modification, shall be at Client's sole risk, and Client agrees to waive all claims against and defend, indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

11. Survey Stakes for Construction (for projects involving construction)

Stakes placed by Consultant for use by the Contractor shall only be used for the specific purpose indicated. Any use of stakes by the Client for purposes other than indicated and/or communicated by the Consultant, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless for all claims, damages and expense, including attorneys' fees, arising out of such unauthorized use by Client or others acting through Client.

12. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant except for electronic copies of documents available for printing by Contractors during bidding and/or construction from QuestCDN.com or as specified in this Agreement for Services or as specifically indicated in writing by Consultant. Files in electronic formats, or other types of information furnished by Consultant to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware

differing from those in use by Consultant at the beginning of the project.

13. Opinions of Cost

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or the actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

14. Approvals

Client acknowledges that the approval process necessary to estimate or maintain a project timeline is both unpredictable and outside the Consultant's control. Consultant does not guarantee reviews or approvals by any governing authority or outside agency, nor the ability to achieve or maintain any project timeline.

15. Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, quantify, or warrant the existence of conditions that Consultant cannot ascertain.

16. Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claims against Consultant because of this Agreement or Consultant's performance of services hereunder.

17. Consequential Damages Waiver

Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of Agreement and breach of warranty.

18. Standard of Care

The Standard of Care for all professional services performed or furnished by Consultant under this Agreement shall be the skill and care used by members of Consultant's profession practicing under similar circumstances or similar scope of services at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

19. Termination

The obligation to provide further services under this Agreement may be terminated:

A. For Cause

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.
2. By Consultant
 - a. Upon seven days written notice if Consultant believes that he is being requested by Client to

furnish or perform services contrary to Consultant's responsibilities as a licensed professional. Consultant shall have no liability to Client on account of such termination.

- b. Upon seven days written notice if the Consultant's services for the project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.
- c. Upon seven days written notice if the Client has failed to pay for previous services rendered and/or if his account is more than 60 days past due.

B. To Discontinue Project

By Client effective upon the receipt of notice by Consultant.

C. Reimbursement for Services

Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination.

20. Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence. This shall include mass illness caused by a pandemic and potential government pronouncement of the pandemic.

21. Successors, Assigns and Beneficiaries

- A. Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party by this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty of responsibility under this Agreement.

22. Municipal Financial Advisor Services

The Consultant is not registered with the Securities and Exchange Commission as a municipal advisor. Consultant does not perform municipal advisory services (as covered under the Dodd-Frank Wall Street Reform and Consumer Protection Act, signed into law on July 21, 2010, as it relates to financial products and services). In the event Client desires such services, it is the Client's responsibility to retain an independent registered advisor for that purpose.

23. Controlling Laws

This Agreement is to be governed by the laws of the state in which the project is located and in force at the time of completion of deliverables.

24. Entire Agreement

These General Terms and Conditions and the accompanying Agreement constitute the full and complete Agreement between Client and Consultant and may be changed, amended, added to, superseded, or waived only if Client and Consultant specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these General Terms and Conditions, the proposal, Agreement, purchase order, requisition, notice to proceed, or like document, these General Term and Conditions shall govern



October 11, 2018

Mark Van Wormer, DPW
City of Sparta
201 West Oak Street
Sparta, WI 54656

Re: Agreement for Professional Engineering Services
Reconstruction of Portions of Chester Street

Dear Mark,

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide Engineering Services to the City of Sparta (Client). All sections included in this Agreement and the General Terms and Conditions form the basis for this Agreement.

I. PROJECT UNDERSTANDING

The City was awarded a \$500,000 CDBG Public Facilities (PF) grant for the reconstruction of Chester Street from Oak Street to Pearl Street. The estimated cost for the CDBG project including street, sidewalk, sanitary sewer, water main and storm sewer is \$1,047,500. The project also includes the reconstruction of Chester Street from Pearl Street to Montgomery Street at an estimated cost of \$468,810. The limits of the proposed project are shown on Attachment A.

II. SCOPE OF SERVICES

A. General

Consultant shall provide professional services for reconstruction of the streets, storm sewer, sanitary sewer and water main for the above project. The project will be bid in two parts; Part A will include the CDBG portion and Part B is from Pearl Street to Montgomery Street. The scope of work shall include preparation of plans and specifications, regulatory approval submittals, bidding and contract award, and construction phase services.

B. Specific Services Provided by Consultant

1. Design Services
 - a) Preliminary Design
 - (1) Attend an initial coordination and design review meeting with the Client and other appropriate parties to review the project.
 - (2) Conduct topographic field survey and coordinate geotechnical soils investigations required to design the proposed facilities and

prepare construction plans and specifications. Soil borings will be conducted by a geotechnical firm contracted directly with the Client.

- (3) Prepare preliminary plans and Opinion of Probable Cost.
- (4) Meet with the Client to review the updated preliminary design and cost opinion. Identify design modifications and obtain approval to proceed with the Final Design.
- (5) Provide preliminary plans to Utility companies for review.

b) Final Design

- (1) Prepare final plans, specifications, bid documents and permit applications required to obtain regulatory agency approval(s), competitive bids, and enable construction of the projects.
- (2) Incorporate required CDBG documents into the Bid Documents.
- (3) Provide the Client with four (4) complete sets of all plans, specifications, and bid documents. Submit plans, specifications and permit applications to regulatory agencies as required.
- (4) Provide final plans to Utility companies.

c) Design Phase Meeting Attendance

- (1) Kick-off meeting.
- (2) Preliminary plan review meeting with City staff.

d) Regulatory Approvals

Prepare and submit regulatory agency permits required to gain approval to construct the improvements. Permits anticipated to be required include:

- (1) WDNR Sanitary Sewer Extension.
- (2) WDNR Water Main Extension.
- (3) WDNR WRAAP (permit application fees by Client).

2. Bidding and Award of Contract

- a) Prepare advertisement for bids, solicit and coordinate the bid process. Client to publish Advertisement for Bid in legal publication. Consultant will notify contractors that project is out for bid.
- b) Provide plans and specifications to bidders through QuestCDN, a web based supply house for each contract let. We anticipate there will be one construction contract for the proposed work.
- c) Assist with the bid opening and make a recommendation concerning award of contract.

3. Construction Phase Services

- a) Following award of contract by Client, coordinate securing the completed contract documents, (e.g. contract, bonds, insurance certificates, etc.) from the Contractor for the Client.

- b) Conduct a preconstruction meeting with the Contractor, Client's representatives, utility companies and other parties directly affected by the construction.
- c) Provide one time horizontal alignment and vertical control staking for each construction activity. Any restaking required by vandalism, contractor negligence, or other causes is not a part of this contract.
- d) Review and approve, or take other appropriate action with respect to Shop Drawings and Samples and other data that Contractor is required to submit.
- e) Conduct resident engineering observation of underground storm sewer, sanitary sewer and water main construction to determine conformity to the plans and specifications. Conduct periodic engineering observation of the street, sidewalk and restoration. The project engineer or a qualified technician will provide these services. This service does not relieve the Contractor of any obligation to construct the project in conformity with the plans and specifications, nor does it make Vierbicher Associates, Inc. an insurer of, or relieve the Contractor of, any obligations or guarantees concerning the Contractor's performance.
- f) Periodically advise the Client of the progress of construction and consult with the Client on construction and completion of the project. If the Consultant shall determine that the work, or a portion of the work, on the basis of his observations, is not in conformance with the plans and specifications; or that such work will not produce a completed project that conforms generally to the contract documents; or that will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents, the Consultant shall so notify the Client and recommend that appropriate action be taken by the Client.
- g) Review and take appropriate action on all Contractor pay requests and change orders.
- h) Conduct final review of the project with the Client or its representative. Prepare final punch list, if necessary, and coordinate with Contractor for completion of the project.
- i) Prepare final pay request and submit project completion letter/documentation.
- j) Prepare record drawings. Submit record drawings to Client. Prepare electronic copy suitable to include in the City's GIS mapping system.

C. Additional Services if Requested by Client

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that creates a need for additional services beyond those required for a standard contract.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT

In addition to the "Services Not Provided as Part of This Contract" section indicated in the attached General Terms and Conditions, the following services are not included as part of this work.

Services related to CDBG grant administration, environmental studies, archaeological investigations, soil borings, flood plain analysis, wetland delineations, easements, special assessments, negotiations for property rights acquisitions, and other detailed studies or investigations, unless specifically identified above, are not included as part of this work. Permit fees are not included.

IV. INFORMATION PROVIDED BY OTHERS

In order to complete our scope of services, the following information shall be provided by others:

- A. Provide Consultant with all criteria and full information as to Client's requirements for the project, including design objectives and constraints, capacity and performance requirements, flexibility, expandability, and any budgetary limitations; furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client's standard forms, and conditions, including insurance requirements and related documents for Consultant to include in the bidding documents, or otherwise when applicable.
- B. Furnish to Consultant any other information pertinent to the project including reports and data relative to previous designs, or investigations at or adjacent to the site, including hazardous environmental conditions and other data such as reports, investigations, actions or citations.
- C. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.
- D. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant and render timely decisions pertaining thereto.
- E. Attend the bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment inspections.
- F. If more than one prime contract is to be awarded for the work designed or specified by Consultant, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth in writing the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Consultant.
- G. If Client designates a Construction Manager or an individual or entity other than, or in addition to, Consultant to represent Client at the site, the Client shall define and set forth

in writing the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant and make a part of this Agreement.

V. SCHEDULE

This Agreement is based upon the following anticipated schedule:

| Activity | Date |
|--|-----------------------|
| A. Authorization to Proceed | October 2018 |
| B. Final Plans and Specifications | February 2019 |
| C. Regulatory Approvals | February / March 2019 |
| D. Bid and Award Contracts | March 2019 |
| E. Start Construction | April 2019 |
| F. Substantial Completion | September 2019 |
| G. Final Completion and Project Closeout | October 2019 |

VI. SCHEDULE OF DELIVERABLES

The following deliverables shall be provided to the Client throughout the course of the project:

- A. Plans, specifications and bidding documents
- B. Regulatory approval submittals
- C. Bid tabulation and recommendation of contract award
- D. Construction documentation reports
- E. As-Built Drawings & GIS data

VII. DESIGNATION OF RESPONSIBLE PARTIES

The designated responsible parties representing the Client and Consultant respectively shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

Overall coordination and project supervision for Consultant is the responsibility of Gary Woolever, Project Leader. He, along with other personnel, shall provide the services required for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Gary.

The Client designates Mark Van Wormer as their representative. Consultant shall direct all communications that have a substantive impact on the project to that individual, and that individual's responses shall be binding on the Client.

VIII. FEES

A. The fee to provide the scope of services described herein is as follows:

- 1. Design and Regulatory Submittals (fixed fee) = \$ 60,500
- 2. Bidding and Contract Award (fixed fee) = \$ 4,500
- 3. Construction Administration & Record Drawings (fixed fee) = \$ 12,400
- 4. Construction Staking (fixed fee) = \$ 11,500
- 5. Construction Observation (time & expense)* = \$ 52,500

*Assumes 560 on-site hours @ \$85 / hour + 140 travel hours @ \$35 / hour

Total = \$ 141,400

- B. These fees assume that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant, e.g. decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- C. Reimbursable expenses are included in the above fees in item VIII.A.
- D. We submit invoices monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Estimated fees will be submitted on the basis of time and expense incurred in accordance with Consultant's fee schedule in effect at the time the costs are incurred.
- E. Payment is due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 ½% per month.
- F. When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated we will make every effort to inform you in a timely manner, even prior to incurring the costs, if possible.
- G. Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or as otherwise negotiated.

IX. EQUAL OPPORTUNITY/AFFRIMATIVE ACTION

In connection with the performance of work under contract, Consultant agrees to comply with:

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which provides that no person shall be excluded from participation, denied the benefits, or subjected to discrimination on the basis of race, color, or national origin under any program or activity receiving federal financial assistance.

Section 109 of the Housing and Urban Development Act of 1974, as amended, which provided that no person shall be excluded from participation (including employment), denied benefits or subjected to discrimination on the basis of race, color, national origin, or sex, under any program or activity, funded in whole or in part under Title I (Community Development) of the Act.

Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds.

Age Discrimination Act of 1975, as amended, which provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age, under any program or activity receiving federal funds.

Executive Order 11246, as amended, which provides that no person shall be discriminated against, on the basis of race, color, religion, sex or national origin in any place of employment during the performance of federally-assisted construction contracts in excess of \$2,000.

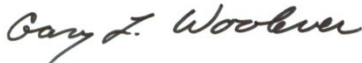
Section 3 of the Housing and Urban Development Act of 1968, as amended, which provides that to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of the project area, and that contracts, in connection with the project, be awarded to business concerns located in, or owned in substantial part, by residents of the project area.

X. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions dated 1-2-17 and attached hereto are incorporated herein by reference.

We appreciate the opportunity to work with you on this project. If this Agreement is acceptable to you, please sign the Authorization below and return one copy to Kurt Muchow at our Reedsburg office. Should you have any questions or require any additional information, please feel free to contact us. We look forward to working with you on this project.

Sincerely,



Gary Woolever,
Project Leader

Enclosure: General Terms and Conditions
Attachment A

AUTHORIZATION TO PROCEED

In witness whereof, the parties have made and executed this Agreement as of the day and year written below.

Client

Ron Button, Jr, Mayor
City of Sparta
201 West Oak Street
Sparta, WI 54656

Date

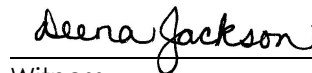
Witness

Consultant



Kurt R. Muchow, Principal
Vierbicher Associates, Inc.
400 Viking Drive
Reedsburg, Wisconsin 53959

October 11, 2018
Date



Witness

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**VIERBICHER ASSOCIATES, INC. (CONSULTANT)
GENERAL TERMS AND CONDITIONS OF SERVICES**

1. Services Not Provided as Part of This Agreement

Environmental studies, resident construction observation services, archaeological investigations, soil borings, flood plain analysis, wetland delineations, public hearing representation, easements, property descriptions or surveys, negotiations for property rights acquisitions, and other detailed studies or investigations, unless specifically identified in this Agreement for Services, are not included as part of this work.

2. Hazardous Environmental Conditions

Unless specifically identified in this Agreement for Services, it is acknowledged by both parties that Consultant's scope of services does not include any services related to the discovery, identification, presence, handling, removal, transportation, or remediation at the site, or the inspection and testing of hazardous materials, such as asbestos, mold, lead paint, PCBs, petroleum, hazardous waste, or radioactive materials. Client acknowledges that Consultant is performing professional services for Client, and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). If Client is the owner of the project site, Client shall defend, indemnify and hold Consultant harmless from and against any CERCLA-based claims.

3. Additional Services

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that create a need for additional services beyond those required for a standard agreement.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

4. Client's Responsibility

- A. Provide Consultant with all criteria and full information as to Client's requirements for the project, including design objectives and constraints, capacity and performance requirements, flexibility, expandability, and any budgetary limitations; furnish previous plans, studies and other information relevant to the project; furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client's standard forms, and conditions, including insurance requirements and related documents for Consultant to include in the bidding documents, or otherwise when applicable.
- B. Furnish to Consultant any other information pertinent to the project including reports and data relative to previous designs, or investigations at or adjacent to the site, including hazardous environmental conditions and other data such as reports, investigations, actions or citations.
- C. Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and Contractors, and information from public records, without the need for independent verification.
- D. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.

- E. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant and render timely decisions pertaining thereto.
- F. For projects involving construction, attend any pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment inspections.
- G. For projects involving construction, if more than one prime contract is to be awarded for the work designed or specified by Consultant, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth in writing the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Consultant.
- H. For projects involving construction, if Client designates a Construction Manager or an individual or entity other than, or in addition to, Consultant to represent Client at the site, the Client shall define and set forth in writing the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant and make a part of this Agreement.
- I. Provide information relative to all concealed conditions, subsurface conditions, soil conditions, as-built information, and other site boundary conditions. Consultant shall be entitled to rely upon the accuracy and completeness of such information.

5. General Considerations (for projects involving construction)

- A. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- B. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- C. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Consultant.

6. Fees

- A. The fees set forth in this Agreement are based on the assumption that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant, e.g. decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- B. Consultant may submit invoices monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Estimated fees will be submitted on the basis of time and expense incurred in accordance with Consultant's fee schedule in effect at the time the costs are incurred.

- C. Invoices are due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 1/2% per month. Payments will be credited first to interest and then to principal. In the event any portion of the account remains unpaid after 90 days after the billing, Consultant may initiate collection action and the Client shall be responsible for all costs of collection, including reasonable attorneys' fees. As a matter of business practice, Consultant would intend to file lien rights against the property if payment is not received before lien rights would expire. Consultant shall have the right to suspend its services without any liability arising out of or related to such suspension in the event invoices are not paid within 30 days of receipt.
- D. When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated, Consultant shall make every effort to inform you in a timely manner, even prior to incurring the costs, if possible.
- E. Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or as otherwise negotiated.

7. Dispute Resolution

In the event a dispute shall develop between the Client and the Consultant arising out of or related to this Agreement, the Client and Consultant agree to use the following process to resolve the dispute:

- A. The Client and Consultant agree to first negotiate all disputes between them in good faith for a period of at least 30 days from notice first being served in writing to the Client or Consultant of the dispute.
- B. If the Client and Consultant are unable to resolve the dispute by negotiation as described above, the Client and Consultant agree to submit the dispute to non-binding mediation. Such mediation shall be conducted in accordance with Construction Industry Dispute Resolution procedures of the American Arbitration Association.
- C. If the Client and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute.

8. Insurance

A. Consultant

Consultant maintains general liability and property insurance; vehicle liability; and workers' compensation coverage meeting state and federal mandates. Consultant also carries professional liability insurance. Certificates of Insurance will be provided upon written request.

B. Client

The Client shall procure and maintain, at its expense, general liability, property insurance and, if appropriate, workers' compensation and builders risk insurance. Client waives all claims against the Consultant arising out of losses or damages to the extent such losses or damages are covered by the foregoing insurance policies maintained by the Client.

C. Contractor

The Consultant shall procure from the Contractor, as directed by the Client and/or as provided in the Scope of Services, Certificates of Insurance for the type and amounts as directed by the Client, and shall require the Contractor to name the Consultant as an additional insured under the Contractor's general and auto liability policies.

9. Limitations of Liability/Indemnity

- A. In recognition of the relative risks, rewards and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total aggregate liability to the Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes, shall not exceed the limits of Consultant's professional liability insurance policy, not including reimbursable subconsultant fees and expenses. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of Agreement or breach of express or implied warranty.
- B. Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers and employees from and against liability for losses, damages and expenses, including reasonable attorneys' fees, to the extent they are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.
- C. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee or any of them.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

10. Use of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein, including all copyrights. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of planning, constructing, occupying or maintaining the project or as otherwise intended. Reuse or modification of any such documents by Client, without Consultant's written permission and professional involvement in the applicable reuse or modification, shall be at Client's sole risk, and Client agrees to waive all claims against and defend, indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

11. Survey Stakes for Construction (for projects involving construction)

Stakes placed by Consultant for use by the Contractor shall only be used for the specific purpose indicated. Any use of stakes by the Client for purposes other than indicated and/or communicated by the Consultant, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless for all claims, damages and expense, including attorneys' fees, arising out of such unauthorized use by Client or others acting through Client.

12. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant except for electronic copies of documents available for printing by Contractors during bidding and/or construction from QuestCDN.com or as specified in this Agreement for Services or as specifically indicated in writing by Consultant. Files in electronic formats, or other types of information furnished by Consultant to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware

differing from those in use by Consultant at the beginning of the project.

13. Opinions of Cost

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or the actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

14. Approvals

Client acknowledges that the approval process necessary to estimate or maintain a project timeline is both unpredictable and outside the Consultant's control. Consultant does not guarantee reviews or approvals by any governing authority or outside agency, nor the ability to achieve or maintain any project timeline.

15. Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, quantify, or warrant the existence of conditions that Consultant cannot ascertain.

16. Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claims against Consultant because of this Agreement or Consultant's performance of services hereunder.

17. Consequential Damages Waiver

Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of Agreement and breach of warranty.

18. Standard of Care

The Standard of Care for all professional services performed or furnished by Consultant under this Agreement shall be the skill and care used by members of Consultant's profession practicing under similar circumstances or similar scope of services at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

19. Termination

The obligation to provide further services under this Agreement may be terminated:

A. For Cause

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.
2. By Consultant
 - a. Upon seven days written notice if Consultant believes that he is being requested by Client to

furnish or perform services contrary to Consultant's responsibilities as a licensed professional. Consultant shall have no liability to Client on account of such termination.

- b. Upon seven days written notice if the Consultant's services for the project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.
- c. Upon seven days written notice if the Client has failed to pay for previous services rendered and/or if his account is more than 60 days past due.

B. To Discontinue Project

By Client effective upon the receipt of notice by Consultant.

C. Reimbursement for Services

Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination.

20. Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence. This shall include mass illness caused by a pandemic and potential government pronouncement of the pandemic.

21. Successors, Assigns and Beneficiaries

- A. Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party by this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty of responsibility under this Agreement.

22. Municipal Financial Advisor Services

The Consultant is not registered with the Securities and Exchange Commission as a municipal advisor. Consultant does not perform municipal advisory services (as covered under the Dodd-Frank Wall Street Reform and Consumer Protection Act, signed into law on July 21, 2010, as it relates to financial products and services). In the event Client desires such services, it is the Client's responsibility to retain an independent registered advisor for that purpose.

23. Controlling Laws

This Agreement is to be governed by the laws of the state in which the project is located and in force at the time of completion of deliverables.

24. Entire Agreement

These General Terms and Conditions and the accompanying Agreement constitute the full and complete Agreement between Client and Consultant and may be changed, amended, added to, superseded, or waived only if Client and Consultant specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these General Terms and Conditions, the proposal, Agreement, purchase order, requisition, notice to proceed, or like document, these General Term and Conditions shall govern