# **City of Abbotsford**

PO Box 589, 203 N. First Street, Abbotsford, WI 54405

## ABBOTSFORD CITY COUNCIL

## TO BE HELD MONDAY October 5, 2020 at 6:00 P.M.

## AT THE ABBOTSFORD COUNCIL CHAMBER

- 1. Call to Order
  - A. Roll Call
  - B. Pledge of Allegiance
- 2. Special Order of Business: Dale Marth from Advanced Disposal re: Smaller Trash Carts
- 3. Establish Order of the Day
- 4. Comments by the Mayor
- 5. Administrator's Update
- 6. Public Comments 2 Minute Time Limit
- 7. Minutes from the City Council Meeting held August 31, 2020
  - a. Waive the reading and approve/disapprove the minutes
- 8. Minutes from the Committee of the Whole Meeting held September 16, 2020 a. Waive the reading and approve/disapprove the minutes
- 9. Introduction of New Officer
- 10. Approve/Disapprove 2021 Budget for the Colby Abbotsford Police Department
- 11. Incidents, Accidents, and Training
- 12. Water/Wastewater Update
- 13. Public Works Update
- 14. MSA Update
- 15. Project A and B– Change order 2 Contract time extension for the contractor
- 16. Project A Melvin Pay Request 2
- 17. Project B Melvin Pay Request 2
- 18. Opportunity Drive Haas Sons Pay Application 4
- 19. Funding options for elevated water storage tank rehabilitation
  - a. DNR Safe Drinking Water Loan Program (with potential grant component)
  - b. Community Development Block Grant
- 20. Authorization for MSA to submit Intent to Apply and Priority Evaluation & Ranking Form to DNR for SDWLP
- 21.MSA proposal to complete a comprehensive water system study for the City
- 22.MSA proposal for design and bidding services for Linden Street/Industrial Park Road Drainage.
- 23. Approve/Disapprove Resurfacing 4<sup>th</sup> Avenue between W. Pine St and W. Hickory St. in 2021.
- 24. Approve/Disapprove Sale of City Owned Loader
- 25. Approve/Disapprove Bid for New Loader
- 26. Approve/Disapprove Conditional Use Permit for Excel Energy

- 27. Discussion: Parks Improvements
- 28. Approve/Disapprove Billing \$45 Fee Once per Month for Bulk Water Sales
- 29. Approve/Disapprove Charging a Flat Fee for the Late Payment of Sewer Bills. The Water Portion Would Remain at 1% Per the City's PSC Tarriffs
- 30. Approve/Disapprove Unifirst Bid For Employee Uniforms
- 31. Approve/Disapprove City Assessor Agreement
- 32. Approve/Disapprove City Auditor Agreement
- 33. Approve/Disapprove Landfill Monitoring Agreement
- 34. Approve/Disapprove: Temporary or Permanent Finance/Budget Committee
- 35. Approve/Disapprove Trick or Treat Hours for Halloween Saturday October 31, 2020.
- 36. Approve/Disapprove Operator's Licenses
- 37. Approve/Disapprove 2019 Code of Ordinances Book With the Assumption That There Will Be Numerous Amendments to Follow in the Coming Months
- 38. Closed Session Pursuant to 19.85(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (Discuss and choose an option for legal representation in ongoing litigation with Chelt Development)
- 39. Closed Session Pursuant to 19.85(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (Discuss negotiation tactics for potential commercial and residential development)
- 40. Action from Closed Sessions, if any.
- 41. Future Agenda Items No Action Will be Taken
- 42. Adjourn

City Council - October 5, 2020 Mon, Oct 5, 2020 6:00 PM - 10:00 PM (CDT)

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Dan:

I will plan on that. I appreciate going first as I have a 7:00 in Wausau.

FYI, below is the information I received today from Melissa. I have also attached a flyer showing the difference between the two sizes.

Attached is a picture and information on the 65 gallon carts as Abbotsford requested.

The total cost for 75 recycling carts and 75 trash carts is \$9,005.48. The carts are currently more expensive with the cost of plastic and because we are paying full shipping costs for 150 carts. Obviously, normally we buy in much bigger quantities which lowers the price.

If the City wants to proceed, they suggested a 50/50 split which I am willing to do. Their cost would be \$4,502. They would be responsible for delivering the carts and removing the 95 gallon carts, loading those 95 gallon carts into a roll-off container which we would then remove. They would also be responsible for moving these carts around to residents as needed (move outs where residents want the 95 instead of the 65) and residents need to ensure their trash and recycling will fit in the cart.

Delivery is out into November right now.

Let me know if you have questions.

Thanks Melissa

Dale Marth | Area Municipal Marketing and Governmental Affairs Manager



T: 715-997-3138 | M: 715-316-3107 | E: <u>dale.marth@advanceddisposal.com</u> Connect with us: <u>AdvancedDisposal.com</u> <u>Facebook</u> <u>YouTube</u>

From: Dan Grady [mailto:d.grady@ci.abbotsford.wi.us]
Sent: Thursday, October 1, 2020 11:35 AM
To: Dale Marth <dale.marth@advanceddisposal.com>
Subject: Monday Oct 5th

Hi Dale-

Just a reminder, you are on the agenda for Monday October 5 at 6:00 as discussed several weeks ago. Your item is the first on the agenda.

Thanks

## **Dan Grady**

Administrator/Clerk/Treasurer City of Abbotsford 203 N First Street Abbotsford, WI 54405 <u>d.grady@ci.abbotsford.wi.us</u>

715-223-3444 ext 102 715-223-8891 – fax

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# SIERRA SERIES Rollout Carts

# The Sierra Line of Rollout Carts

has been designed by industry experts to improve overall functionality and long term durability to support all types of waste, recycling and organics collection programs.

- Our injection process uses high density polyethylene (HDPE) that yields precise design features and strength in critical wear areas;
- UV stabilized against the long-term effects of the sun;
- Manufactured with 100% prime virgin resin
- Designed for easy assembly and requires no bolts or holes that could potentially leak;
- Ergonomically designed to be user friendly while maximizing wind stability.



# **KEY FEATURES & COLORS**



Rotating Catch Bars Installed During Production Laser Engraved Serial Nombers & Bar Code \*Colors above are for illustration purposes only, color chips and custom colors available upon request.

## 95 & 65 Gallon Universal Rollout Carts For Type B/G (Semi & Fully) Automated Lifters

# SIERRA SERIES

# **BRANDING - HIGHLIGHTS**

• Large 9.5" W x 7.5" H branding area for your company logo



- Bottom wear strips for added protection.
- Quick release wheels for easy assembly & dis-assembly.

- 8"x7" or 11"x 6" In-Mold Label or Hot Stamp options in (Zone A)
- Standard Lid Insert or Hot Stamp in Zone B



- Large open handle areas for easy gripping with gloves
- Optimal gripping diameter for improved compatibility with lifters.

# **SPECIFICATIONS**

Dimension	95 Gallon	65 Gallon	Certifications / Warranty
Length (Depth)	33.5"	27.75"	,
Width	28.00"	25.00"	<ul> <li>✓ 10-year warranty on both 95 &amp; 65</li> <li>Gallon Models</li> </ul>
Height w/ Lid	44.25"	41.75"	Guilon Models
Height w/out Lid	41.00"	38.5"	✓ 20-year life expectancy, designed
Wheel Diameter	10" Diameter	10" Diameter	for the most rigorous environments
Axle	3/4" Diameter	3/4" Diameter	✓ Meets all American National
Load Rating	332.50 lbs.	227.50 lbs.	Standards Institute (ANSI) requirements for safety and lifter
Assembled Weight	40.00 lbs.	32.00 lbs.	compatibility (ANSI Z245.30 &
Units Per Stack	12/13	12	Z245.60)
TL Quantity (53')	702 *	884 *	✓ 100% Recyclable
Assembly Required	Axles & Wheels Anly		

\*Includes Assembled Lids

# Minutes from the AUGUST 31, 2020 Abbotsford City Council Meeting held in the Abbotsford City Hall Council Chambers.

Call meeting to order – Mayor Voss called the meeting to order at 6:00 P.M.

**Roll Call:** M. Rachu, Weix, D. Rachu, Soto, Huther, Faber, Kramer, and Mayor Voss. Weideman – excused absence

Also in Attendance: Administrator Grady, Public Works Director Stuttgen, Water/Waste Water Supervisor Soyk, Duane Broeske, Brian Chapman (Cedar Corp), Dan Borchardt (MSA) and Kevin O'Brien (Tribune Phonograph)

Pledge – Held

Establish Order of the Day – Remove Conditional Use Permit for Mykhail, LLC.

**Comments by the Mayor** – Mayor Voss asked the Council and those in attendance keep their cell phones off and put away. The elevator at the Fire Hall was recently repaired. We did have to call an outside service to do the work.

Administrator's Update – Tuesday is the last day for brush pick up this year. We have been in contact with the Department of Military Affairs. We are looking at the possibility of FEMA grant to fix the flooding issues on Linden St. Finally, water bill accounts that have a past due balance of today will be sent special assessment letters notifying the property owner that the past due amount will be place on the property tax bills.

**Public Comments - 2 Minute Time Limit** – Duane Broeske asked the City Council to waive the garbage collection fees to his rental on First Street. Mr. Broeske stated that there have not been tenants living in the house since April. Mr. Broeske does not feel that he should be paying for a service that he is not using.

Minutes from the City Council Meeting held August 19 2020 - Motion to approve by *Weix/Huther. Unanimous.* 

**Minutes from the Plan Commission Meeting held August 19, 2020** – Minutes presented

Incidents, Accidents, and Training - None

**Fire Department Update** – Mr. Weix presented the Fire Department update.

**Approve/Disapprove 2021 Central Fire Budget** –Central Fire requested a levy contribution in the amount of \$77,612.17. This represents a \$25,000 savings from the

previous year. Motion to approve the requested levy amount by *Weix/Faber*. *Unanimous*.

**Approve/Disapprove Starting a Separate Savings Account for Fire/EMS Services** – Mr. Weix requested that the \$25,000 savings be placed in a separate savings account to help pay for Abbotsford's portion of a new fire truck and ambulance. Motion to approve setting up a savings account by *Kramer/Weix. Unanimous.* 

**Public Works Update** - Public Works Director Stuttgen stated that construction progress was going well. The City crew has gotten caught up on the curb stops. So far, work is coming in under budget. Public Works would like to use the extra funds to replace the sidewalk on 4<sup>th</sup> Avenue.

MSA Update – Dan Borchardt of MSA provided an update.

Approve/Disapprove Haas Final Pay Application #4 Final Retainage Release 1<sup>st</sup> Ave. Rehabilitation – Motion to approve by *Huther/M. Rachu. Unanimous.* 

Approve/Disapprove Haas Pay Application #3 – Industrial Park Roadway Extension – Motion to approve by *M. Rachu/Huther. Unanimous.* 

Approve/Disapprove Melvin SRTS/Spruce Street Project A Change Order 1 and WisDOT Contract Modification Form – Motion to approve by *Weix/Kramer. Unanimous.* 

**Approve/Disapprove Melvin SRTS/Spruce Street Project A Pay Application 1** – Motion to approve by Weix/Kramer. Unanimous

**Approve/Disapprove Melvin SRTS/Spruce Street Project B Change Order 1** – Motion to approve by *Kramer/Faber. Unanimous.* 

**Approve/Disapprove Melvin SRTS/Spruce Street Project B Pay Application 1** - Motion to approve by *Huther/Weix. Unanimous* 

**Approve/Disapprove Amendment to Landfill Contract with Cedar Corporation** – Motion to approve by *M. Rachu/Huther. Unanimous* 

Approve/Disapprove Raze Order for Garage at 309 N. 2<sup>nd</sup> St - Motion to approve by *Weix/D. Rachu. Unanimous.* 

**Water/Wastewater Update** - Water/Waste Water Supervisor Soyk stated that 99% of the repair work from a recent lightning storm has been complete. The new GIS system is working extremely well. The PSC extended the prohibition on shutting off water until October.

**Simplified Water Rate Increase** – Administrator Grady stated that after filling out the PSC forms it was found that the City is not eligible for a water rate increase at this time. The City will check again next Summer after our Auditor files the annual report.

**Discussion: Sewer Rates** – Administrator Grady and Water/Waste Water Supervisor Soyk presented a forecast for the sewer utility showing that the sewer utility should have a positive operating income for 2020. It was recommended not to raise rates at this time.

**Discussion: Code of Ordinances** – Administrator Grady explained that he had been going through the 2019 Code of Ordinances presented to the City by Attorney Alan Harvey. Numerous mistakes were found.

Mr. Harvey had been providing code update suggestion while working on the new code. Everyone one of these suggested updates were included whether the City Council took up the issue or not. In some cases, the City Council had rejected the update yet those ordinances were included in the updated code. The new code included ordinances that were clearly different from ordinances that eventually passed by the City Council.

Administrator Grady explained that final payment has been withheld until the new code of ordinances could be checked for accuracy. The City Council approved not paying Mr. Harvey at this time and severing the City's relationship with Mr. Harvey.

Administrator Grady has come up with a large list of changes that need to be made. The City Council discussed how to tackle the issues. It was decided that the Code of Ordinances would be passed and then the City Council would go back and consider changes at every meeting until the entire Code of Ordinances was changes to the City Council's satisfaction.

**Discuss/Approve: Creating an Ad Hoc Budget Committee** – The City Council discussed creating an ad hoc Budget Committee. Alders D. Rachu, Weix, and Faber volunteered to participate.

July 2020 Financials - presented

**Approve/Disapprove Operators Licenses** – Motion to approve by *D. Rachu/Weix. Unanimous.* 

Closed Session Pursuant to Section 19.85(f) Considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or

# investigations. – Open Records Request by the Tribune Phonograph for Personnel Records of a Former Employee -

Motion to go into closed session by *Weix/Kramer. Roll call vote:* M. Rachu - yes, Weix - yes, D. Rachu - yes, Soto - yes, Huther - yes, Faber - yes, Kramer - yes

Motion to go out of closed session by *Weix/Kramer. Roll call vote:* M. Rachu - yes, Weix - yes, D. Rachu - yes, Soto - yes, Huther - yes, Faber - yes, Kramer - yes

**Future Agenda Items – No Action Will be Taken** – Duane Broeske, smaller garbage cans, comprehensive plan.

Motion to adjourn by Huther/M. Rachu. The City Council adjourned at 8:00pm.

# Minutes from the September 16, 2020 Abbotsford Committee of the Whole Meeting held in the Abbotsford City Hall Council Chambers.

Call meeting to order – Mayor Voss called the meeting to order at 6:00 P.M.

**Roll Call:** Weix, D. Rachu, Soto, Weideman, Kramer, and Mayor Voss. M. Rachu, Huther, and Faber – excused absence

**Also in Attendance:** Administrator Grady, Water/Waste Water Supervisor Soyk, Deputy Clerk Luedtke, Library Director Jochimsen, and Kevin O'Brien (Tribune Phonograph)

Pledge – Held

**Establish Order of the Day** – Sean Lenz from Ehler's will come on the phone when he concludes his meeting with Onalaska.

**Comments by the Mayor** – Mayor Voss stated that there was a misunderstanding in the audit where an unaudited account using the City Federal Employee Identification Number was attributed to the Chamber of Commerce; it is attributable to the Cemetery Committee.

Mayor Voss would like to see action on a Budget Committee. Mayor Voss would also like some clarity on Trick or Treating at the October 5, 2020 meeting.

Administrator's Update – We received our notification for shared revenue. This year's portion is going up about \$2,000 to \$457,000 and we will see the money in November. Next year's share is another \$23,000 on top of that to \$480,000. This is all due to the budget amendment that the City Council passed in June.

The very first draft of the budget has been entered into Civics. Managers will get copies tomorrow. There will certainly be changes, but it is a starting point. This also means that we need to schedule a budget committee meeting.

Once again, we are experiencing phone issues. The problem is that when people call in we can only hear garbled messages. I have tried re-booting the system numerous times which temporarily solves the problem. We can try to have someone come in and see if they can repair the system. However, it may be chasing good money after bad. The system is old by technology standards and may need to be replaced.

## Public Comments - 2 Minute Time Limit - none

**Accidents/Incidents/Training** – Justin Meyer completed his VOC training and will be taking Surface Water next.

**Discussion: Duane Broeske Request to Not Pay For Garbage Pick Up** – The Committee agreed that the PSC tariffs and contracts require that all homes must pay both the water and sewer base charge even if the water is not turned on and that trash/recycling pickup and fire protection must be paid monthly whether or not the services are being used.

**Police Department Update and approve/disapprove Bills** – Mr. Kramer gave an update of the Police Commission meeting. Motion to approve the bills in the amount of \$23,777.09 by *Weideman/D. Rachu. Unanimous.* 

Fire Department Update – Mr. Weix gave an update.

Library Update – Library Director Jochimsen gave an update.

**Uniform Quotes** – The Committee agreed to approve the lowest bidder, Unifirst, at the next City Council meeting.

Public Works Update - skipped

**Water/Waste Water Update** - Water/Waste Water Supervisor Soyk told the committee about a unique situation. A rental house is experiencing a water leak before the meter since September 11th. The landlord has been informed about the leak and that he would be charged for the water leaking. The City, however, cannot turn off the water because there is a tenant in the building. The tenant must be provided with water except for the time that a plumber is fixing the leak.

To date, the landlord has not had a plumber fix the leak or attempted to fix it himself. The Committee asked Water/Waste Water Supervisor Soyk to contact the PSC what the options were to remedy the situation.

**Bulk Water Sales - \$45 fee** – The Committee agreed to only impose the \$45 charge once a month and place it on the agenda for final approval at the next City Council meeting

**Special Order of Business: Sean Lenz – Ehlers re: debt refinancing** – Sean Lenz presented options of refinancing 2 water department bonds. Mr. Lenz stressed that the city will not know the interest rates until the bonds actually go to market, however, the examples were a good indicator. Mr. Lenz also noted that because the water utility is so dependent upon Abbyland that there will be a slight premium to account for the risk and that the bonds had to be taxable.

The Committee asked Mr. Lenz to move forward with the issuance and have the final issuance ready to vote on for the October 21, 2020 meeting which be changed to a City Council meeting.

**Discussion: Organization of Abbotsford Library Board** – The question was recently raised about whether the City Council representative to the library board was an actual

voting member of the Library Board. According to the City Ordinance that individuals are nominated by the Mayor and confirmed by the Council. In addition, no more than one City Council member may be a Board member. The conclusion was reached that the City Council member is a voting member of the Library Board.

**Discussion: Organization of the Abbotsford Housing Authority** - Along with the Library Board came the issue of the Housing Authority. While the City does not currently have an ordinance relating to the Housing Authority in the code of ordinances the City did create the Housing Authority in the late 1960's.

66.1201 Wis Stats states that the 5 members of the Housing Authority are appointed by the Mayor and confirmed by the Council with staggered terms. This has not been done since 2008. It was suggested that the Mayor appoint members next April as laid out in section 5(b) of the statute.

**Discussion: Creating a Cemetery Commission** – As noted by the auditors (and corrected by Mayor Voss) the Cemetery Committee using the City's FEIN number without being subjected to the City audit. The simple solution to create a Cemetery Commission and place the organization under the umbrella of the City. The top end estimate for the creation of an ordinance is \$7,000. The Committee asked the Atty, Gamoke be contacted for a new estimate.

September 2020 Bills - Motion to approve the bills by Kramer/Soto. Unanimous.

**Items for Future Agendas - No Action Will Be Taken** – Bulk water sales, smaller garbage carts, Unifirst contact, Finance/Budget Committee, Dan Greve, fencing for Schilling park, and Halloween trick or treating.

### Next Meetings: City Council October 5, 2020, Committee of the Whole –October 21, 2020

Motion to adjourn by Kramer/Weix. The Committee adjourned at 8:02 pm.

			_		
Account Description	2019 Actual	2020 Actual 07/29/2020	2019 Budget	2020 Budget	2021 Proposed Budget
CITY OF COLBY	362,633.04	182,713.98	-		375,980.00
CITY OF ABBOTSFORD	441,299.04	223,317.54	-		459,532.00
COLBY SCHOOL DISTRICT	24,401.00	12,765.00			26,307.00
ABBOTSFORD SCHOOL DISTRICT	18,845.00	25,257.00			26,307.00
REPORTS	361	94			300.00
EARNED INTEREST	1,012.45	231.53			-
OTHER INCOME - TEMP PLATE	2,711.68	276	•	1,000.00	1,000.00
OTHER INCOME - BLDG FURNISHING	0	0			-
OTHER INCOME - LOCKOUT	525	295	400	401	401.00
OTHER INCOME-DONATIONS	10	0		-	9,250.00
CARRY FORWARD FROM BUDGET	0	0		0.00	29,337.00
OTHER INCOME - GRANTS	2,260.28	0	.,		2,500.00
OTHER INCOME - MISCELLANEOUS	52,209.66	3,947.84			1,000.00
DONATION INCOME - DRUG DOG	1,140.43	100	2,500.00		1,250.00
METAL PLATE INCOME-4001940	115,877.30	56,466.49	104,000.00		104,500.00
TEMP PLATE INCOME-180273	45,647.64	15,401.52	0	-	
TOTAL REVENUES	1,068,933.52	520,865.90	1,035,945.00	921,664.00	1,037,664.00
SALARIES	509,662.87	302,173.11	516,700.00	532,036.00	\$ 547,298.00
FUEL	18,698.36	7,185.38	22,500.00		21,000.00
INTERNET	799.89	559.93			850.00
TELEPHONE	5,318.29	2,863.85	5,400.00		5,200.00
HEAT	3,322.86	1,689.60	2,500.00		3,000.00
ELECTRIC	4,966.77	2,412.11	6,000.00		6,000.00
WATER	889.69	443.68	800		900.00
LIABLITY INSURANCE	5,497.00	0			5,500.00
HEALTH INSURANCE	124,851.45	82,667.77	127,314.00	•	127,471.00
INSURANCE - DENTAL	7,850.63	4,891.67	8,500.00		8,100.00
WORKMEN'S COMPENSATION	12,596.00	12,297.00			14,000.00
AUTO INSURANCE	2,692.39	0			2,700.00
RADIO MAINTENANCE	659.82	0	575		500.00
AUTOMOBILE MAINTENANCE	9,546.73	4,476.91	9,600.00		7,000.00
CLOTHING ALLOWANCE	4,318.32	3,271.22			4,800.00
SOC.SEC.(EMPLOYER SHARE)	37,880.40	22,364.04	-		39,500.00
TRAINING	10,326.69	2,773.02			6,000.00
OFFICE SUPPLIES	3,703.69	1,862.85	3,600.00		3,600.00
	2,	.,552100	2,000.00	-,	0,000100

JANITORIAL SUPPLIES	780.48	98.5	400	530	550.00
RADAR MAINTENANCE & REPAIR	0	0	0	0	-
RADAR CERTIFICATION	160	0	320	320	320.00
MISCELLANEOUS EXPENSE	3,184.49	384.64	3,000.00	3,000.00	3,000.00
STATE RETIREMENT-DEPT SHARE	61,322.01	38,445.19	61,405.00	69,950.00	71,315.00
COMPUTER SOFTWARE MAINTENANCE	5,784.00	5,865.00	5,694.00	6,000.00	14,250.00
MOBILE DATA (AIR CARDS)	615.48	325.15	1,100.00	1,100.00	1,000.00
COMPUTER MAINTENANCE	6,143.45	1,844.42	6,400.00	5,000.00	7,500.00
OFFICE EQUIPMENT MAINTENANCE	0	0	0	0	-
BUILDING MAINTENANCE	1,133.85	1,419.74	1,200.00	1,200.00	1,200.00
EQUIPMENT	42,721.40	4,075.47	44,000.00	9,000.00	9,000.00
EQUIPMENT TRANSFERS	0	0	0	0	-
INVESTIGATIONS	3,253.66	2,161.55	4,000.00	4,000.00	4,000.00
DRUG/SEARCH DOG	2,106.15	292.66	2,500.00	2,500.00	2,000.00
AUDIT	1,700.00	0	3,000.00	0	-
LEGAL	0	0	0	0	-
TIME SYSTEM	936	492	1,510.00	1,510.00	1,510.00
AUTO PURCHASE	0	0	0	0	-
CLOTHING-VESTS	0	0	1,500.00	1,500.00	1,500.00
ANIMAL SHELTER TRANSPORTATION	0	0	0	0	-
RET. BENEFITS (ACC SICK PAY)	0	0	0	0	-
METAL PLATE FEES & PURCHASES	119,252.20	53,724.65	100,000.00	100,000.00	100,000.00
TEMP PLATE FEES & PURCHASES	43,405.01	17,756.31	0	0	-
DEPARTMENT POLICIES	3,197.00	0	3,649.00	3,900.00	3,900.00
AUTO FUND	38,692.72	0	13,200.00	13,200.00	13,200.00
NEW BLDG FURNISHINGS	0	0	0	0	-
CONTINGENCY	0	0	0	0	-
TOTAL REVENUES	1,097,969.75	578,817.42	1,035,945.00	1,019,996.00	1,037,664.00



#### **CLIENT LIAISON:**

Dan Borchardt, PE Phone: 715.304.0448 715.216-3601 Cell: dborchardt@msa-ps.com

#### DATE:



# October 5, 2020

## SAFE ROUTES TO SCHOOL DESIGN - MSA PROJECT #07681015 SPRUCE ST. (BUS. 29) RECONDITIONING PROJECT - MSA PROJECT #07681024 **CONSTRUCTION UPDATE**

Melvin, has completed all storm sewer and water utility work. Melvin has completed curb and gutter, sidewalk and driveway work west of the railroad tracks and is working on placement of pavement on the east side of the tracks. Melvin is working from Pine Street south with the preparation for sidewalk along 4<sup>th</sup> Ave. Change orders 2 and pay applications 2 are on the City's agenda for review. Change Order No. 2 was created to extend the contract dates as a result of material lead times, coordination with the City on water and lighting utilities and weather.

#### INDUSTRIAL PARK UTILITY AND ROADWAY EXTENSION - MSA #07681040 **CONSTRUCTION UPDATE**

Haas completed the storm sewer select crushed material and base aggregate installation for the project. Pay Application 4 for completed items is on the agenda for council review and approval.

CN completed the crossing work on September 21-23 and provided clearing and grubbing on September 28 for trees within their right of way. MSA has staked the curb and gutter and Haas plans to have the curb and gutter work installed the week of October 5<sup>th</sup>.

The annexation paperwork is complete and MSA has provided the City with the CSM for the property for approval at the next plan commission meeting.

#### LINDEN STREET DRAINAGE STUDY - MSA PROJECT #07681044

MSA met with the City on September 2<sup>nd</sup> to review the alternatives prepared to mitigate storm water flooding on Linden. City staff and MSA met with property owners on September 22<sup>nd</sup> to review routing open channel flow across their property. The property owners felt that the open ditch flow would prohibit building expansion for their business and requested the City route the storm water within City right of way. MSA prepared a project exhibit, project estimate and scope of services to design a solution that mitigates the flooding on Linden for City consideration.

#### ABBOTSFORD GIS SERVICES – MSA PROJECT #07681041

MSA training with City Staff has been set up for October 20<sup>th</sup> at 9:00AM.

#### SCHILLING SUBDIVISION - MSA PROJECT #07681026

MSA will be assisting the City with a new Schilling Subdivision Park concept per direction provided by the plan commission for their next meeting.



# Change Order

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Date of Issuance: Septem	ber 22, 2020	Effective Date:	September 22, 2020	
Project:	Owner:		Owner's Contract No.:	· · · · · · · · · · · · · · · · · · ·
Project A: Abbotsford SRTS Improvements	City of Abbo	tsford		
Contract:			Date of Contract:	
City of Abbotsford - Project A	Abbotsford SRTS In	provements	June 18, 2020	
Contractor: Francis Melvin, Inc.			Engineer's Project No.: 07681015	
			07081013	
The Contract Documents are mod	ified as follows upon exe	cution of this Change Ord	ler:	
Contract substantial and final with the City on utilities. No ch			material lead times, weather	delays and working
Attachments (list documents supp				
Letter from Melvin Companies		ension.		
CHANGE IN CONTR	ACT PRICE:		CHANGE IN CONTRACT TIMES	S:
Original Contract Price:		Original Contract Time	s: 🔄 🗌 Working days	🛛 Calendar days
		Substantial completi	on (days or date): <u>September 25, 202</u>	0
\$ <u>911,090.25</u>		Ready for final payment (days or date): October 9, 2020		
Decrease from previously approved C	Change Orders No. <u>1</u>	[Increase] [Decrease] from previously approved Change Orders No to No <u>N/A</u>		
		Substantial completion	on (days):	
\$104,365.25		Ready for final paym	ent (days):	
Contract Price prior to this Change Or	der:	Contract Times prior to	this Change Order:	
		Substantial completion	on (days or date): <u>September 25, 202</u>	0
\$ <u>806,725.00</u>		Ready for final paym	ent (days or date): <u>October 9, 2020</u>	
Increase/Decrease of this Change Or	der:	Increase of this Change	e Order:	
		Substantial completion	on (days or date): October 16, 2020	
\$ <u>0</u>		Ready for final paym	ent (days or date): <u>October 30, 2020</u>	
Contract Price incorporating this Chan	ge Order:	Contract Times with all	approved Change Orders:	
	-	Substantial completion	on (days or date): October 16, 2020	
\$ <u>806,725.00</u>		Ready for final paym	ent (days or date): <u>October 30, 2020</u>	
RECOMMENDED.	ACCEF	PTED:	ACCEPTED:	
By: Soulut	Ву:		Omaste	helsen
Engineer (Authorized Signature)	Own	er (Authorized Signature)	Contractor (Autho	rized Signature)
Date: <u>September 22, 2020</u> Approved by Funding Agency (if applicable)			Date:9-	28-20
		_	Date:	

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#### A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

#### B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.



JAMES MELVIN TRUCKING INC.

FRANCIS MELVIN INC.

#### MATERIALS & SERVICES 715-223-4191

ACCOUNTING 715-223-6331

1022 East Spruce St. • P.O. Box 646 • Abbotsford, Wisconsin 54405

September 10, 2020

Dan Borchardt MSA Professional Services, Inc. 146 North Central Ave., Suite 201 Marshfield, WI 54449

RE: City of Abbotsford Project A and Project B Substantial and Final Completion Date Extension Request.

Dan;

We are formally requesting an extension of time for the above referenced project(s). Melvin Companies is requesting an extension of the Substantial Completion Date from September 25<sup>th</sup> to October 16<sup>th</sup> and an extension of the Final Completion Date from October 6<sup>th</sup> to October 30<sup>th</sup>.

Melvin Companies executed the required documents and submitted them per your request so that funding dates were met. There was some uncertainty regarding funding as it pertained to "Buy American" and how that would be handled, which affected what and from whom we were going to purchase the materials from. Once it was verified that the structures could be moved from one project to the other we committed to purchasing them from ADS. ADS required a commitment of purchase prior to starting on preparing shop drawings.

Everyone involved in the review process worked hard to review, comment and resubmit required information in a timely manner. However, as you know with these structures it is imperative to make sure everything is correct prior to approving them for production. I emailed the final approved submittal to ADS on July 27<sup>th</sup> and there were still questions from ADS that needed to be addressed on July 30<sup>th</sup>. Through no fault of yours or the Melvin Companies this; required process caused a delay in production and delivery of the structure, which set us behind two weeks.

We have also had some lost time due to weather, especially on Saturday's, which we indicated we were willing to work to try and catch up to our original schedule. There have also been delays in our work production due to unforeseen but needed changes in the field. We are not asking for additional compensation for most of these days but do request consideration for the lost production. Our employees have averaged over 60 hours a week on-site throughout the project. We will continue to work extended hours and do what we can during inclement weather to move forward on the project. Our ultimate intent is to give the City of Abbotsford a quality project while attempting to inconvenience the residents as little as possible.

I just want to make it clear that we are not passing blame onto MSA or the City of Abbotsford for the delays, but we do not feel that Melvin Companies could control them either. That is why we are asking for the extension of time.

Sincerely, ۲

Ryan Urmanski Operations Manager



## NON-TRADITIONAL TRANSPORTATION PROJECT IMPLEMENTATION CONTRACT MODIFICATION PRIOR APPROVAL JUSTIFICATION

CO	NTRACT ID:	8880-0	0-01/71		CONTRACT MO	DIFICATIO	ON NO: 2
PRC	DJECT ID: 8	880-00	-01/71		FEDERAL ID:		
		RIPTION	I: Abbotsford,	SRTS	COUNTY:	Clark	
Imp	rovements				ļ		
MAI	NAGING OFFI	CE: Ea	au Claire		SPONSOR: Cit	ty of Abbot	sford
1.	Description			nletion date time	extension reque	st for mate	erial lead times, weather
	delays and v	vorking	with the City o	n utilities.	extension reque	st for mate	inal lead lines, weather
2.	Consequence	es if th	is Contract Mor	dification is not a	pproved.		
				entract times iden		act.	
3.	Alternatives						
	Revising the	hours	the contractor i	is able to work at	the project site.		
4.	Estimated co						
	No cost cha	nge.					
5.	Justification						
	No change i	n price.					
6.			ffect the contra		🛛 Yes	No	
			sideration of tir			20.0000	To be determined.
	Additional N	umper	or days: 21	New completio	on date: October	30, 2020	To be determined:
7,			cceptions to the sideration to the		🗌 Yes	$\boxtimes$	Νο
Prep	Prepared By Dar Rouhalt 9/28/2020						
-	Project Sponsor Representative Date						
Аррг	Approved Digitally signed by Nathan Ulness Date: 2020.09.28 09:25:03 -05'00'						
	WisDOT Local Program Project Manager Date						

Estimated Cost

Group Code	ltem Number	Quantity +/-	ltem Unit	Item Description	Contract or Agreed Price	Increase (Decrease)
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
				Total Est	imated Charge	\$0.00
Lis	st if New Pro	ject(s) and	/or Gro	oup Code(s) are being added to the subjec	t contract (if av	ailable)
Pr	Project ID Group Code		Code	Federal Funding Type	County	Urban/Rural



# NON-TRADITIONAL TRANSPORTATION PROJECT IMPLEMENTATION PROGRAM CONTRACT MODIFICATION

Date: 9/10/20		Contract Modification No.	2
Project ID:	888-00-71	Sponsor:	City of Abbotsford
Project Description:	Abbotsford SRTS Improvements	Contractor:	Melvin Companies
Region:	North West	Region Representative:	Nathan Ulness

#### Description of Changes:

Contractor request for schedule extension as a result of material lead times, weather and working with the City on utility work.

#### Bid Item Increases/Decreases:

Did Rein increases/Decreases.								
Item Number	ltem De	escription	Unit	Original Quantity (including any previous revisions)	New Revised Quantity	Difference (+ or -)	Unit Price	Total Cost Increase/ Decrease
Rommanibol		1	Onic	1011010110)	Quantity		onici noo	
						0		\$0.00
						0		\$0.00
						0		\$0.00
						0		\$0.00
						0		\$0.00
Participating Subtotal \$0.00								

Item Number	Item Des	scription	Unit	Original Quantity (including any previous revisions)	New Revised Quantity	Difference (+ or -) 0 0 0 0 0	Unit Price	Total Cost Increase/ Decrease \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
			•			Non-Participating	Subtotal	\$0.00
New Items:								
Item Number	lte	em Descri	ption	Unit	Quantity	Unit Price	Total Cost Increase	
								\$0.00
								\$0.00
								\$0.00
								\$0.00
				Pa	rticipating	Subtotal		0.00
Item Number	lte	em Descri	ption	Unit	Quantity	Unit Price	Tota	al Cost Increase
								\$0.00
								\$0.00
								\$0.00
				Non De		Cubtotol		\$0.00
				Non-Pa	rticipating	Subtotal		0.00
				Tota	Participat	ing Contract Increa	se/Decrease	0.00
			_			ing Contract Increa ing Contract Increa		0.00

Authorized Contract Amount:		\$911,090,25
		0111000120
Let amount from Bid Latting plus any approved contract modifications		
Revised Contract Amount		\$911,090.25
Non-Participating Cost	Non-participating costs this mod	\$0.00
Non-Participating Costs are funded by the Sponsor and are not eligible for Federal reimbursement.	Previous Non-participating costs	\$0.00
*	Total non-particpating costs	\$0.00
Total Participating Cost		\$911,090.25
(Subtract Non-Participating Cost from Revised Cost)		
Partic/pating Costs are costs eligible for State or Federal cost sharing and approved for inclusion in this project,		
		80%
Multiply by Maximum Participating Percentage		0070
(See Project Agreement; usually 80%)		
Revised Participating Cost		\$728,872.20
Maximum Participating Cost		\$628,000.00
(See Project Agreement)		
Time:		
Original Completion Date/Working Days/Calendar Days	9-Oct-20	
Additional Calendar Days/Working Days added by this modification	21	2
New Completion Date/ Working Days/Calendar Days	30-Oct-20	
	A	
Recommended By:	Accepted/By	7.
Douthelt	VI-And	
Signature of Engineer	Signature of Contr	actor
Approved By:	Approved By	·
	Digita	ally signed by Nathan
	Nathan Ulness Date:	5
	-05'0	
Signature of Sponsor	Signature of Reg	lion

# Change Order

Date of Issuance: September 22, 20	D20 Effective Date:	September 22, 2020
Project B: Spruce Street/BUS 29	<sub>Dwner:</sub> City of Abbotsford	Owner's Contract No.:
Street & Utility Improvements		
Project B: Spruce Street/BUS 29 Street	& Utility Improvements	Date of Contract:
Contractor: Francis Melvin, Inc.		Engineer's Project No.: 07681015
	on date time extension reques	Order: t for material lead times, weather delays and working
with the City on utilities. No change in c		
Attachments (list documents supporting char Letter from Melvin Companies requesti		
CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIMES:
Original Contract Price:		Times: 🔲 Working days 🛛 Calendar days
Original Contract Price:	Original Contract	nnes. Calendar days
\$680,501.27		payment (days or date): <u>October 9, 2020</u>
\$ <u>000,301.27</u>	Ready for final p	ayment (days of date). <u>October 9, 2020</u>
Increase from previously approved Change Order	s No. <u>1</u> [Increase] [Decrea No to No	se] from previously approved Change Orders <u>N/A</u>
	Substantial com	pletion (days):
\$ <u>106,105.00</u>	Ready for final p	ayment (days):
Contract Price prior to this Change Order:	Contract Times pri	or to this Change Order:
	Substantial com	pletion (days or date): <u>September 25, 2020</u>
\$ <u>786,606.27</u>		ayment (days or date): October 9, 2020
ncrease/Decrease of this Change Order:	Increase of this Ch	ange Order:
ġ.		pletion (days or date): October 16, 2020
\$ <u>0</u>		ayment (days or date): October 30, 2020
Contract Price incorporating this Change Order:	Contract Times wit	h all approved Change Orders:
		oletion (days or date): <u>October 16, 2020</u>
\$ <u>786,606.27</u>		ayment (days or date): <u>October 30, 2020</u>
RECOMMENDED:	ACCEPTED:	ACCEPTED:
W: Down 1 Southult	By:	Some Vielen
Enginéer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
pate: September 22, 2020	Date:	Contractor (Authorized Signature) Date: $9 - 28 - 20$
pproved by Funding Agency (if applicable):	Dale.	
		Date:

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JAMES MELVIN TRUCKING INC.

FRANCIS MELVIN INC.

#### MATERIALS & SERVICES 715-223-4191

ACCOUNTING 715-223-6331

1022 East Spruce St. • P.O. Box 646 • Abbotsford, Wisconsin 54405

September 10, 2020

Dan Borchardt MSA Professional Services, Inc. 146 North Central Ave., Suite 201 Marshfield, WI 54449

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Dan;

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Sincerely, ۲

Ryan Urmanski Operations Manager

#### Francis Melvin, Inc. - Pay App No. 2 PROJECT A: ABBOTSFORD SRTS IMPROVEMENTS MSA Project No.07681015 for Work Completed Through the Dates of August 24 -September 18, 2020

1.	Original Contract price	\$911,090.25	SEE ATTACHED DATE
2.	Net change orders approved to date (None)	(\$104,365.00)	Invoice 1 \$29,641.75 PAY REQUEST #1 8/21/2020 Invoice 2 \$217,912.75 PAY REQUEST #2 9/18/2020
3.	Revised Contract amount (line 1 + line 2)	\$806,725.25	Invoice 3     PAY REQUEST #3       Invoice 4     PAY REQUEST #4
4.	Total value of Work completed to date	\$247,554.50	
5.	Percent project complete31 % (line 4 / line 3 x 100)		CHANGE ORDERS No. 1 (\$104,365.00)
6.	Materials in storage not installed	\$0.00	
7.	Subtotal (line 4 - line 6)	\$247,554.50	
8.	Less Retainage5 %	\$12,377.73	PREVIOUS PAYMENTS:
9.	Subtotal (line 7 -line 8)	\$235,176.78	\$28,159.66
10.	Less previous applications for payment (line 11 from previous application)	\$28,159.66	
11.	Amount due this application (line 9 - line 10)	\$207,017.12	

#### CONTRACTOR'S Certification:

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Francis Melvin, Inc.

Contractor

Payment of the AMOUNT DUE THIS APPLICATION is recommended.

MSA Professional Services

Engineer

APPROVED BY:

City of Abbotsford

Owner

JanesAlelver

9-28-20 Dated

Bγ

Dated 09/28/2020

Dated

By:

\_\_\_\_\_.

#### FRANCIS MELVIN, INC. PROJECT A: ABBOTSFORD SRTS IMPROVEMENTS

			MSA Project Nur	nber 07681015		
ITEM	ITEM	ITEM	-	WORK C	COMPLETED	
NO.	CODE	DESCRIPTION	CONTRACT PRICE	PREVIOUS PERIODS	THIS PERIOD	BALANCE TO FINISH
A1	201	Clearing	\$19,571.84	\$20,195.00	\$0.00	-\$623.16
A2	201	Grubbing	\$5,575.30	\$5,746.75	\$0.00	-\$171.45
A3		Removing Curb & Gutter	\$8,324.10	\$0.00	\$5,400.00	\$2,924.10
A4	204	Removing Concrete Sidewalk	\$6,063.75	\$0.00	\$3,375.00	\$2,688.75
A5		Removing Inlets	\$6,600.00	\$2,200.00	\$6,600.00	-\$2,200.00
A6	204.02	Removing Storm Sewer 12-inch	\$880.60	\$0.00	\$0.00	\$880.60
A7		Removing Storm Sewer 15-inch	\$393.90	\$0.00	\$0.00	\$393.90
A8	305	Base Aggregate Dense 1 1/4-Inch	\$87,966.00	\$0.00	\$15,025.50	\$72,940.50
A9	416	Concrete Driveway 6-Inch	\$49,755.60	\$0.00	\$0.00	\$49,755.60
A10	455.1	Tack Coat	\$2.54	\$0.00	\$0.00	\$2.54
A11	460.6	HMA Pavement 4 MT 58-28 S	\$106,005.00	\$0.00	\$0.00	\$106,005.00
A12	465	Asphaltic Surface	\$944.00	\$0.00	\$0.00	\$944.00
A13	601	Concrete Curb & Gutter 30-Inch Type D	\$21,680.10	\$0.00	\$0.00	\$21,680.10
A14		Concrete Curb & Gutter 4-Inch Sloped 36-In	\$64,707.95	\$0.00	\$26,900.00	\$37,807.95
A15	602	Concrete Sidewalk 4-inch	\$132,519.20	\$0.00	\$66,000.00	\$66,519.20
A16	602	Concrete Sidewalk 6-inch	\$64,499.70	\$0.00	\$30,600.00	\$33,899.70
A17	602.1	Curb Ramp Detectable Warning Field Yellov	\$16,728.00	\$0.00	\$0.00	\$16,728.00
A18		Curb Ramp Detectable Warning Field Radia	\$714.00	\$0.00	\$0.00	\$714.00
A19		Adjusting Manhole Covers	\$525.00	\$0.00	\$0.00	\$525.00
A20		Erosion Mat Urban Class I Type A	\$13,038.75	\$0.00	\$0.00	\$13,038.75
A21		Posts Wood 4x6-Inch x 16-Ft	\$945.00	\$0.00	\$0.00	\$945.00
A22		Signs Type II Reflective H	\$697.50	\$0.00	\$0.00	\$697.50
A23	637.2	Signs Type II Reflective F	\$6,057.45	\$0.00	\$0.00	\$6,057.45
A24		Moving Signs Type II	\$315.00	\$0.00	\$0.00	\$315.00
A25		Removing Signs Type II	\$1,440.00	\$0.00	\$0.00	\$1,440.00
A26		Removing Small Sign Supports	\$1,060.00	\$0.00	\$0.00	\$1,060.00
A27		Moving Small Sign Supports	\$315.00	\$0.00	\$0.00	\$315.00
A28		Marking Crosswalk Epoxy Transverse Line	\$20,465.28	\$0.00	\$0.00	\$20,465.28
A29		Marking Crosswalk Epoxy Ladder Pattern	\$2,468.40	\$0.00	\$0.00	\$2,468.40
A30		Marking Removal Line Wide	\$624.24	\$0.00	\$0.00	\$624.24
A31		Sawing Asphalt	\$13,068.30	\$0.00	\$9,958.20	\$3,110.10
A32		Sawing Concrete	\$540.00	\$0.00	\$430.00	\$110.00
A33	SPV.0	PVC / Ductile Iron 2-ft x 3-ft Inlet (24-inch)				
A34		PVC / Ductile Iron 2-ft x 3-ft Inlet (30-inch)				
A35		PVC / Ductile Iron Drain Basin (18-inch)				
A36		Connect to Existing Pipe	\$5,985.00	\$0.00	\$8,550.00	-\$2,565.00
A37		Connect to Existing Inlet	\$825.00	\$0.00	\$0.00	\$825.00
A38		Rectangular Rapid Flashing Beacon	\$24,900.00	\$0.00	\$0.00	\$24,900.00
		Slurry Fill Pipe	\$14,638.75	\$0.00	\$9,906.55	\$4,732.20
A40		Grading Project 8880-00-71	\$45,800.00	\$0.00	\$22,900.00	\$22,900.00
A41		Restoration Project 8880-00-71	\$32,550.00	\$0.00	\$0.00	\$32,550.00
A42		Mobilization, Bonds, and Insurance	\$20,785.00	\$0.00	\$10.392.50	\$10,392.50
A43		Traffic Control	\$6,000.00	\$1,500.00	\$1,500.00	\$3,000.00
A44	-	Erosion and Sedimentation Controls	\$750.00	\$0.00	\$375.00	\$375.00
<u> </u>	2. 0.0	TOTALS	\$806,725.25	\$29,641.75	\$217,912.75	\$559,170.75
			φ000, <i>1</i> 23.25	φ23,041.73	φ <u>217,512.75</u>	φ <b>3</b> 55,170.75

## FRANCIS MELVIN, INC. ABBOTSFORD SRTS IMPROVEMENTS MSA Project Number 07681015

LINE ITEM ITEM		ESTIMATED				Week 4			WEEK	WEEKLY			Week 5			WEEK	WEEKLY	TO DATE PROJECT	TO DATE PROJECT
ITEM NO. DESCRIPTION	UNIT	QUANTITIES	UNIT PRICE	24-Aug	25-Aug	26-Aug	27-Aug	28-Aug	TOTALS	COSTS	31-Aug	1-Sep	2-Sep	3-Sep	4-Sep	TOTALS	COSTS	TOTALS	COSTS
				Monday	Tuesday	Wednesday	Thursday	Friday			Monday	Tuesday	Wednesday	Thursday	Friday				
A1 201 Clearing	ID	848	\$23.08						0	\$0.00						0	\$0.00	875	\$20,195.00
A2 201 Grubbing	ID	878	\$6.35						0	\$0.00						0	\$0.00	905	\$5,746.75
A3 204 Removing Curb & Gutter	LF	6166	\$1.35						0	\$0.00						0	\$0.00	0	\$0.00
A4 204 Removing Concrete Sidewalk	SY	2695	\$2.25						0	\$0.00						0	\$0.00	0	\$0.00
A5 204 Removing Inlets	EA	30	\$220.00						0	\$0.00						0	\$0.00	10	\$2,200.00
A6 204.024 Removing Storm Sewer 12-inch	LF	119	\$7.40						0	\$0.00						0	\$0.00	0	\$0.00
A7 204.024 Removing Storm Sewer 15-inch	LF	39	\$10.10						0	\$0.00						0	\$0.00	0	\$0.00
A8 305 Base Aggregate Dense 1 1/4-Inch	TON	6516	\$13.50						0	\$0.00						0	\$0.00	0	\$0.00
A9 416 Concrete Driveway 6-Inch	SY	1084	\$45.90						0	\$0.00						0	\$0.00	0	\$0.00
A10 455.1 Tack Coat	GAL	254	\$0.01						0	\$0.00						0	\$0.00	0	\$0.00
A11 460.6 HMA Pavement 4 MT 58-28 S	TON	955	\$111.00						0	\$0.00						0	\$0.00	0	\$0.00
A12 465 Asphaltic Surface	TON	4	\$236.00						0	\$0.00						0	\$0.00	0	\$0.00
A13 601 Concrete Curb & Gutter 30-Inch Type D	LF	1417	\$15.30						0	\$0.00						0	\$0.00	0	\$0.00
A14 601.1 Concrete Curb & Gutter 4-Inch Sloped 36-Inc	LF	4811	\$13.45						0	\$0.00						0	\$0.00	0	\$0.00
A15 602 Concrete Sidewalk 4-inch	SF	30118	\$4.40						0	\$0.00						0	\$0.00	0	\$0.00
A16 602 Concrete Sidewalk 6-inch	SF	12647	\$5.10						0	\$0.00						0	\$0.00	0	\$0.00
A17 602.1 Curb Ramp Detectable Warning Field Yellow	SF	410	\$40.80						0	\$0.00						0	\$0.00	0	\$0.00
A18 602.1 Curb Ramp Detectable Warning Field Radial	SF	14	\$51.00						0	\$0.00						0	\$0.00	0	\$0.00
A19 611.8 Adjusting Manhole Covers	EA	1	\$525.00						0	\$0.00						0	\$0.00	0	\$0.00
A20 628.2 Erosion Mat Urban Class I Type A	SY	4575	\$2.85						0	\$0.00						0	\$0.00	0	\$0.00
A21 634.1 Posts Wood 4x6-Inch x 16-Ft	EACH	6	\$157.50						0	\$0.00						0	\$0.00	0	\$0.00
A22 637.2 Signs Type II Reflective H	SF	4.5	\$155.00						0	\$0.00						0	\$0.00	0	\$0.00
A23 637.2 Signs Type II Reflective F	SF	189	\$32.05						0	\$0.00						0	\$0.00	0	\$0.00
<u> </u>	EACH	1	\$315.00						0	\$0.00						0	\$0.00	0	\$0.00
	EACH	9	\$160.00						0	\$0.00						0	\$0.00	0	\$0.00
	EACH	4	\$265.00						0	\$0.00						0	\$0.00	0	\$0.00
A27 638.4 Moving Small Sign Supports	EACH	1	\$315.00						0	\$0.00						0	\$0.00	0	\$0.00
A28 646.7 Marking Crosswalk Epoxy Transverse Line 6-i	i LF	1254	\$16.32						0	\$0.00						0	\$0.00	0	\$0.00
A29 646.8 Marking Crosswalk Epoxy Ladder Pattern	LF	121	\$20.40						0	\$0.00						0	\$0.00	0	\$0.00
A30 646.9 Marking Removal Line Wide	LF	102	\$6.12						0	\$0.00						0	\$0.00	0	\$0.00
A31 690 Sawing Asphalt	LF	6223	\$2.10						0	\$0.00	╴╹╶					0	\$0.00	0	\$0.00
A32 690 Sawing Concrete	LF	54	\$10.00						0	\$0.00						0	\$0.00	0	\$0.00
A33 SPV.00( PVC / Ductile Iron 2-ft x 3-ft Inlet (24-inch)	<del>EA</del>	33																	
A34 SPV.00(PVC / Ductile Iron 2 ft x 3 ft Inlet (30 inch)	EA	6																	
A35 SPV.00(PVC / Ductile Iron Drain Basin (18 inch)	<del>EA</del>	5															40.00		
	EA	7	\$855.00						0	\$0.00						0	\$0.00	0	\$0.00
A37 SPV.00 Connect to Existing Inlet	EA	1	\$825.00						0	\$0.00						0	\$0.00	0	\$0.00
	EA	6	\$4,150.00						0	\$0.00						0	\$0.00	0	\$0.00
A39 SPV.00 Slurry Fill Pipe	LF	1225	\$11.95		I				0	\$0.00					829	829	\$9,906.55	829	\$9,906.55
A40 SPV.01 Grading Project 8880-00-71	LS	1	\$45,800.00						0	\$0.00						0	\$0.00	0	\$0.00
	LS	1	\$32,550.00						0	\$0.00						0	\$0.00	0	\$0.00
	LS		\$20,785.00						0	\$0.00						0	\$0.00	0	\$0.00
A43 SPV.01 (Traffic Control	LS		\$6,000.00						0	\$0.00						0	\$0.00	0.25	\$1,500.00
A44 SPV.01 (Erosion and Sedimentation Controls	LS	1	\$750.00						0	\$0.00						0	\$0.00	0	\$0.00
TOTALS										\$0.00							\$9,906.55		\$39,548.30

## FRANCIS MELVIN, INC. ABBOTSFORD SRTS IMPROVEMENTS MSA Project Number 07681015

LINE	ITEM	ITEM		ESTIMATED				Week 6			WEEK	WEEKLY			Week 7			WEEK	WEEKLY	TO DATE PROJECT	TO DATE PROJECT
ITEM	NO.	DESCRIPTION	UNIT	QUANTITIES	UNIT PRICE	7-Sep	8-Sep	9-Sep	10-Sep	11-Sep	TOTALS	COSTS	14-Sep	15-Sep	16-Sep	17-Sep	18-Sep	TOTALS	COSTS	TOTALS	COSTS
						Monday	Tuesday	Wednesday	Thursday	Friday			Monday	Tuesday	Wednesday	Thursday	Friday				
A1	201	Clearing	ID	848	\$23.08						0	\$0.00	-					0	\$0.00	875	\$20,195.00
A2		Grubbing	ID	878	\$6.35						0	\$0.00						0	\$0.00	905	\$5,746.75
A3		Removing Curb & Gutter	LF	6166	\$1.35						0	\$0.00	4000					4000	\$5,400.00	4000	\$5,400.00
A4			SY	2695	\$2.25						0	\$0.00	1500					1500	\$3,375.00	1500	\$3,375.00
A5			EA	30	\$220.00						0	\$0.00	20				10	30	\$6,600.00	40	\$8,800.00
A6	204.024	Removing Storm Sewer 12-inch	LF	119	\$7.40						0	\$0.00						0	\$0.00	0	\$0.00
A7		Removing Storm Sewer 15-inch	LF	39	\$10.10						0	\$0.00						0	\$0.00	0	\$0.00
A8	305	Base Aggregate Dense 1 1/4-Inch	TON	6516	\$13.50						0	\$0.00	1113					1113	\$15,025.50	1113	\$15,025.50
A9	416	Concrete Driveway 6-Inch	SY	1084	\$45.90						0	\$0.00						0	\$0.00	0	\$0.00
A10	455.1	Tack Coat	GAL	254	\$0.01						0	\$0.00						0	\$0.00	0	\$0.00
A11	460.6	HMA Pavement 4 MT 58-28 S	TON	955	\$111.00						0	\$0.00						0	\$0.00	0	\$0.00
A12	465	Asphaltic Surface	TON	4	\$236.00						0	\$0.00						0	\$0.00	0	\$0.00
A13	601	Concrete Curb & Gutter 30-Inch Type D	LF	1417	\$15.30						0	\$0.00						0	\$0.00	0	\$0.00
A14	601.1	Concrete Curb & Gutter 4-Inch Sloped 36-Inc	LF	4811	\$13.45						0	\$0.00					2000	2000	\$26,900.00	2000	\$26,900.00
A15		Concrete Sidewalk 4-inch	SF	30118	\$4.40						0	\$0.00					15000	15000	\$66,000.00	15000	\$66,000.00
A16	602	Concrete Sidewalk 6-inch	SF	12647	\$5.10						0	\$0.00					6000	6000	\$30,600.00	6000	\$30,600.00
A17	602.1	Curb Ramp Detectable Warning Field Yellow	SF	410	\$40.80						0	\$0.00						0	\$0.00	0	\$0.00
A18	602.1	Curb Ramp Detectable Warning Field Radial	SF	14	\$51.00						0	\$0.00						0	\$0.00	0	\$0.00
A19	611.8	Adjusting Manhole Covers	EA	1	\$525.00						0	\$0.00						0	\$0.00	0	\$0.00
A20	628.2	Erosion Mat Urban Class I Type A	SY	4575	\$2.85						0	\$0.00						0	\$0.00	0	\$0.00
A21	634.1	Posts Wood 4x6-Inch x 16-Ft	EACH	6	\$157.50						0	\$0.00						0	\$0.00	0	\$0.00
A22	637.2	Signs Type II Reflective H	SF	4.5	\$155.00						0	\$0.00						0	\$0.00	0	\$0.00
A23	637.2	Signs Type II Reflective F	SF	189	\$32.05						0	\$0.00						0	\$0.00	0	\$0.00
A24	638.2	Moving Signs Type II	EACH	1	\$315.00						0	\$0.00						0	\$0.00	0	\$0.00
A25	638.3	Removing Signs Type II	EACH	9	\$160.00						0	\$0.00						0	\$0.00	0	\$0.00
A26	638.3	Removing Small Sign Supports	EACH	4	\$265.00						0	\$0.00						0	\$0.00	0	\$0.00
A27	638.4	Moving Small Sign Supports	EACH	1	\$315.00						0	\$0.00						0	\$0.00	0	\$0.00
A28		Marking Crosswalk Epoxy Transverse Line 6-i	LF	1254	\$16.32						0	\$0.00						0	\$0.00	0	\$0.00
A29		Marking Crosswalk Epoxy Ladder Pattern	LF	121	\$20.40						0	\$0.00						0	\$0.00	0	\$0.00
A30		Marking Removal Line Wide	LF	102	\$6.12						0	\$0.00						0	\$0.00	0	\$0.00
A31		Sawing Asphalt	LF	6223	\$2.10						0	\$0.00	4639	103				4742	\$9,958.20	4742	\$9,958.20
A32		Sawing Concrete	LF	54	\$10.00						0	\$0.00	43					43	\$430.00	43	\$430.00
<del>A33</del>		PVC / Ductile Iron 2-ft x 3-ft Inlet (24-inch)	EA	33															\$0.00		
<del>A34</del>		PVC / Ductile Iron 2 ft x 3 ft Inlet (30 inch)	EA	6															\$0.00		
			EA	5															\$0.00		
A36		5 1	EA	7	\$855.00						0	\$0.00		8				10	\$8,550.00	10	\$8,550.00
A37		-	EA	1	\$825.00						0	\$0.00	-					0	\$0.00	0	\$0.00
A38			EA	6	\$4,150.00						0	\$0.00						0	\$0.00	0	\$0.00
A39		Slurry Fill Pipe	LF	1225	\$11.95						0	\$0.00						0	\$0.00	829	\$9,906.55
A40		Grading Project 8880-00-71	LS	1	\$45,800.00			·			0	\$0.00	0.5					0.5	\$22,900.00	0.5	\$22,900.00
A41		,	LS	1	\$32,550.00						0	\$0.00						0	\$0.00	0	\$0.00
A42		, ,	LS	1	\$20,785.00						0	\$0.00					0.5	0.5	\$10,392.50	0.50	\$10,392.50
A43			LS	1	\$6,000.00						0	\$0.00					0.25	0.25	\$1,500.00	0.5	\$3,000.00
A44			LS	1	\$750.00						0	\$0.00					0.5	0.5	\$375.00	0.5	\$375.00
		TOTALS										\$0.00							\$208,006.20		\$247,554.50

#### Francis Melvin, Inc. PROJECT B: SPRUCE ST/BUS 29 STREET & UTILITY IMPROVEMENTS MSA Project No.07681024

for Work Completed Through the Dates of August 24 -September 18, 2020

1.	Original Contract price	\$680,501.27	SEE ATTACHED DATE
2.	Net change orders approved to date (None)	\$106,105.00	Invoice 1 \$96,315.70 PAY REQUEST #1 8/21/2020 Invoice 2 \$195,173.50 PAY REQUEST #2 9/18/2020
3.	Revised Contract amount (line 1 + line 2)	\$786,606.27	Invoice 3         PAY REQUEST #3           Invoice 4         PAY REQUEST #4
4.	Total value of Work completed to date	\$291,489.20	
5.	Percent project complete37 % (line 4 / line 3 x 100)		CHANGE ORDERS           No. 1         \$106,105.00
6.	Materials in storage not installed	\$0.00	
7.	Subtotal (line 4 - line 6)	\$291,489.20	
8.	Less Retainage5_%	\$14,574.46	PREVIOUS PAYMENTS:
9.	Subtotal (line 7 -line 8)	\$276,914.74	\$91,499.92
10.	Less previous applications for payment (line 11 from previous application)	\$91,499.92	
11.	Amount due this application (line 9 - line 10)	\$185,414.82	

CONTRACTOR'S Certification:

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:

Francis Melvin, Inc.

Contractor

Payment of the AMOUNT DUE THIS APPLICATION is recommended.

MSA Professional Services

Engineer

APPROVED BY:

City of Abbotsford Owner

By Cance Miller

Dated

Bv

09/28/2020 Dated

Dated

33

MSA F					
ITEM	ITEM			OMPLETED	
NO.	DESCRIPTION	CONTRACT PRICE	PREVIOUS PERIODS	THIS PERIOD	BALANCE TO FINISH
B1	Removing Asphaltic Surface Milling	\$45,872.00	\$0.00	\$0.00	\$45,872.00
B2	Removing Curb & Gutter	\$2,193.60	\$0.00	\$0.00	\$2,193.60
B3	Removing Concrete Sidewalk	\$593.25	\$0.00	\$0.00	\$593.25
B4	Removing Manholes	\$8,905.00	\$0.00	\$9,590.00	-\$685.00
B5	Removing Inlets	\$3,150.00	\$0.00	\$3,150.00	\$0.00
B6	Removing Storm Sewer 12-inch	\$529.20	\$0.00	\$0.00	\$529.20
B7	Base Aggregate Dense 3/4-Inch	\$3,192.00	\$0.00	\$0.00	\$3,192.00
B8	Base Aggregate Dense 1 1/4-Inch	\$26,730.00	\$0.00	\$0.00	\$26,730.00
B9	Concrete Driveway 6-Inch	\$6,196.50	\$0.00	\$0.00	\$6,196.50
B10	Tack Coat	\$10.78	\$0.00	\$0.00	\$10.78
B11	HMA Pavement 4 MT 58-28 S	\$173,961.30	\$0.00	\$0.00	\$173,961.30
B12	Asphaltic Surface Driveways and Field Entrances	\$13,188.00	\$0.00	\$0.00	\$13,188.00
B13	Concrete Curb & Gutter 4-Inch Sloped 36-Inch T	\$19,099.74	\$0.00	\$0.00	\$19,099.74
B14	Concrete Sidewalk 6-Inch	\$9,827.70	\$0.00	\$0.00	\$9,827.70
B15	Storm Sewer Reinforced Concrete Class III 15-in	\$1,065.75	\$0.00	\$0.00	\$1,065.75
B16	Storm Sewer Reinforced Concrete Class III 18-in	\$1,062.60	\$0.00	\$0.00	\$1,062.60
B17	Adjusting Manhole Covers	\$525.00	\$0.00	\$0.00	\$525.00
B18	Erosion Mat Urban Class I Type A	\$2,636.25	\$0.00	\$0.00	\$2,636.25
B19	Moving Signs Type II	\$3,520.00	\$0.00	\$0.00	\$3,520.00
B20	Geotextile Type SAS	\$6,125.00	\$0.00	\$0.00	\$6,125.00
B21	Marking Line Epoxy 4-inch	\$14,829.70	\$0.00	\$0.00	\$14,829.70
B22	Marking Line Epoxy 8-inch	\$275.40	\$0.00	\$0.00	\$275.40
B23	Marking Arrow Epoxy	\$816.00	\$0.00	\$0.00	\$816.00
B24	Marking Word Epoxy	\$459.00	\$0.00	\$0.00	\$459.00
B25	Marking Railroad Crossing Epoxy	\$2,448.00	\$0.00	\$0.00	\$2,448.00
B26	Sawing Asphalt	\$5,273.10	\$0.00	\$0.00	\$5,273.10
B27	Sawing Concrete	\$1,915.20	\$0.00	\$0.00	\$1,915.20
B28	PVC / Ductile Iron 2-ft x 3-ft Inlet (24-inch)	\$15,960.00	\$0.00	\$13,680.00	\$2,280.00
B29	Connect to Existing Inlet	\$880.00	\$0.00	\$0.00	\$880.00
B30	Relocate Hydrant	\$9,600.00	\$0.00	\$4,800.00	\$4,800.00
B31	Relocate Water Valve	\$3,480.00	\$0.00	\$0.00	\$3,480.00
B32	Adjust Water Valve	\$4,505.00	\$0.00	\$0.00	\$4,505.00
B33	Connect to Existing Water Main	\$7,530.00	\$0.00	\$3,765.00	\$3,765.00
B34	Connect to Existing Water Service	\$18,860.00	\$0.00	\$4,324.00	\$14,536.00
B35	Curb Stop and Box	\$27,060.00	\$0.00	\$4,554.00	\$22,506.00
B36	Adjust Curb Stop	\$135.00	\$0.00	\$0.00	\$135.00
B37	Adjust Sanitary Manhole	\$5,220.00	\$0.00	\$0.00	\$5,220.00
B38	Slurry Fill Pipe	\$10,077.60	\$0.00	\$0.00	\$10,077.60
B39	HDPE Storm Sewer 12-inch	\$48,595.80	\$3,462.60	\$26,984.40	\$18,148.80
B40	HDPE Storm Sewer 15-inch	\$41,963.40	\$4,744.40	\$19,386.60	\$17,832.40
B41	HDPE Storm Sewer 18-inch	\$32,094.65	\$28,580.95	\$857.00	\$2,656.70
B42	HDPE Storm Sewer 24-inch	\$33,596.75	\$26,072.75	\$7,837.50	-\$313.50
B43	PVC Storm Sewer 4-inch	\$672.00	\$0.00	\$0.00	\$672.00
B44	PVC Storm Sewer 12-inch	\$553.00	\$0.00	\$0.00	\$553.00
B45	PVC Storm Sewer 18-inch	\$560.00	\$0.00	\$0.00	\$560.00
B46	1" HDPE (CTS)	\$20,008.00	\$0.00	\$0.00	\$20,008.00
B47	Grading Project 7681024	\$10,000.00	\$0.00	\$5,000.00	\$5,000.00
B48	Restoration Project 7681024	\$1,000.00	\$0.00	\$0.00	\$1,000.00
B49	Mobilization, Bonds, and Insurance	\$19,000.00	\$0.00	\$9,500.00	\$9,500.00
B50	Traffic Control	\$14,000.00	\$0.00	\$7,000.00	\$7,000.00
B51	Erosion and Sedimentation Controls	\$750.00	\$0.00	\$375.00	\$375.00
	E ORDER NO. 1	<b>000 055 00</b>	<b>04050.00</b>	<b><u>ФЕО ООЕ ОО</u></b>	<b>\$6.22</b>
1	PVC / Ductile Iron 2-ft x 3-ft Inlet (24-inch)	\$80,355.00	\$24,350.00	\$56,005.00	\$0.00
2	PVC / Ductile Iron 2-ft x 3-ft Inlet (30-inch)	\$18,210.00	\$9,105.00	\$9,105.00	\$0.00
3	PVC / Ductile Iron Drain Basin (18-inch)	\$5,800.00	\$0.00	\$4,640.00	\$1,160.00
4	24-Inch 22.50 degree HDPE Bend	\$480.00	\$0.00	\$3,360.00	-\$2,880.00
5	24 to 18- Inch HDPE Eccentric Reducers	\$1,260.00	\$0.00	\$1,260.00	\$0.00
	TOTALS	\$786,606.27	\$96,315.70	\$195,173.50	\$495,117.07

### FRANCIS MELVIN, INC. ABBOTSFORD SRTS IMPROVEMENTS MSA Project Number 07681024

LINE	ITEM		ESTIMATED				Week 4			WEEK	WEEKLY			Week 5			WEEK	WEEKLY	TO DATE PROJECT	TO DATE PROJECT
ITEM	DESCRIPTION	UNIT	QUANTITIES	UNIT PRICE	24-Aug	25-Aug	26-Aug	27-Aug	28-Aug	TOTALS	COSTS	31-Aug	1-Sep	2-Sep	3-Sep	4-Sep	TOTALS	COSTS	TOTALS	COSTS
					Monday	Tuesday	Wednesday	Thursday	Friday			Monday	Tuesday	Wednesday	Thursday	Friday				
B1	Removing Asphaltic Surface Milling	SY	15040	\$3.05						0	\$0.00						0	\$0.00	0	\$0.00
B2	Removing Curb & Gutter	LF	1371	\$1.60						0	\$0.00						0	\$0.00	0	\$0.00
B3	Removing Concrete Sidewalk	SY	113	\$5.25						0	\$0.00						0	\$0.00	0	\$0.00
B4	Removing Manholes	EA	13	\$685.00						0	\$0.00						0	\$0.00	0	\$0.00
B5	Removing Inlets	EA	6	\$525.00						0	\$0.00						0	\$0.00	0	\$0.00
B6	Removing Storm Sewer 12-inch	LF	72	\$7.35						0	\$0.00						0	\$0.00	0	\$0.00
		TON	190	\$16.80						0	\$0.00						0	\$0.00	0	\$0.00
<u>B8</u>		TON	1980	\$13.50						0	\$0.00						0	\$0.00	0	\$0.00
B9	Concrete Driveway 6-Inch Tack Coat	SY GAL	135 1078	\$45.90 \$0.01						0	\$0.00 \$0.00						0	\$0.00 \$0.00	0 0	\$0.00 \$0.00
B10 B11		GAL TON	2362	\$0.01						0	\$0.00						0	\$0.00	0	\$0.00
B11 B12		TON	84	\$157.00						0	\$0.00						0	\$0.00	0	\$0.00
B12 B13	Concrete Curb & Gutter 4-Inch Sloped 36-Inc	IF	1419	\$137.00						0	\$0.00						0	\$0.00	0	\$0.00
B14	Concrete Sidewalk 6-Inch	SE	1415	\$5.10						0	\$0.00						0	\$0.00	0	\$0.00
в14 B15	Storm Sewer Reinforced Concrete Class III 15	J.F.	1927	\$5.10						0	\$0.00						0	\$0.00	0	\$0.00
B15 B16	Storm Sewer Reinforced Concrete Class III 15	LF	<u> </u>	\$265.65						0	\$0.00						0	\$0.00	0	\$0.00
B10 B17	Adjusting Manhole Covers	EA	1	\$525.00						0	\$0.00						0	\$0.00	0	\$0.00
B18		SY	925	\$2.85						0	\$0.00						0	\$0.00	0	\$0.00
B19		EA	22	\$160.00						0	\$0.00						0	\$0.00	0	\$0.00
B20	Geotextile Type SAS	SY	3500	\$1.75						0	\$0.00						0	\$0.00	0	\$0.00
B21	Marking Line Epoxy 4-inch	LF	18085	\$0.82						0	\$0.00						0	\$0.00	0	\$0.00
B22	Marking Line Epoxy 8-inch	LF	90	\$3.06						0	\$0.00						0	\$0.00	0	\$0.00
B23	Marking Arrow Epoxy	EA	2	\$408.00						0	\$0.00						0	\$0.00	0	\$0.00
B24	Marking Word Epoxy	EA	1	\$459.00						0	\$0.00						0	\$0.00	0	\$0.00
B25	Marking Railroad Crossing Epoxy	EA	2	\$1,224.00						0	\$0.00						0	\$0.00	0	\$0.00
B26	Sawing Asphalt	LF	2511	\$2.10						0	\$0.00						0	\$0.00	0	\$0.00
B27	Sawing Concrete		456	\$4.20						0	\$0.00 \$0.00						0	\$0.00 \$0.00	<u>     0                               </u>	\$0.00 \$0.00
B28 B29	PVC / Ductile Iron 2-ft x 3-ft Inlet (24-inch) Connect to Existing Inlet		/	\$2,280.00 \$880.00						0	\$0.00						0	\$0.00	0	\$0.00
B29 B30		EA	1	\$1,600.00					3	3	\$4,800.00						0	\$0.00	3	\$4,800.00
B31	Relocate Water Valve	EA	3	\$1,160.00						0	\$0.00						0	\$0.00	0	\$0.00
B32	Adjust Water Valve	EA	17	\$265.00						0	\$0.00						0	\$0.00	0	\$0.00
B33	,	EA	6	\$1,255.00					3	3	\$3,765.00						0	\$0.00	3	\$3,765.00
B34		EA	41	\$460.00						0	\$0.00						0	\$0.00	0	\$0.00
B35	Curb Stop and Box	EA	41	\$660.00						0	\$0.00						0	\$0.00	0	\$0.00
B36	Adjust Curb Stop	EA	1	\$135.00						0	\$0.00						0	\$0.00	0	\$0.00
		EA	9	\$580.00						0	\$0.00						0	\$0.00	0	\$0.00
	Slurry Fill Pipe	LF	741	\$13.60						0	\$0.00						0	\$0.00	0	\$0.00
B39	HDPE Storm Sewer 12-inch	LF	1221	\$39.80					176	176	\$7,004.80						0	\$0.00	263	\$10,467.40
B40	HDPE Storm Sewer 15-inch	LF	1026	\$40.90						0	\$0.00					<b> </b>	0	\$0.00	116	\$4,744.40
B41	HDPE Storm Sewer 18-inch	LF	749	\$42.85					4 5	0	\$0.00						0	\$0.00	667	\$28,580.95
B42	HDPE Storm Sewer 24-inch		643 10	\$52.25					45	450	\$2,351.25 \$0.00						0	\$0.00 \$0.00	544 0	\$28,424.00
B43 B44	PVC Storm Sewer 4-inch PVC Storm Sewer 12-inch		10	\$67.20 \$55.30						0	\$0.00 \$0.00						0	\$0.00 \$0.00	0	\$0.00 \$0.00
	PVC Storm Sewer 12-inch		10 5	\$55.30						0	\$0.00						0	\$0.00	0	\$0.00
B45 B46	1" HDPE (CTS)	LF	410	\$48.80						0	\$0.00						0	\$0.00	0	\$0.00
B47	Grading Project 7681024	LS	1	\$10,000.00						0	\$0.00						0	\$0.00	0	\$0.00
	Restoration Project 7681024	LS	1	\$1,000.00						0	\$0.00						0	\$0.00	0	\$0.00
	Mobilization, Bonds, and Insurance	LS	1	\$19,000.00						0	\$0.00						0	\$0.00	0	\$0.00
B50	Traffic Control	LS	1	\$14,000.00						0	\$0.00						0	\$0.00	0	\$0.00
B51	Erosion and Sedimentation Controls	LS	1	\$750.00						0	\$0.00						0	\$0.00	0	\$0.00
	E ORDER NO. 1																			
	PVC / Ductile Iron 2-ft x 3-ft Inlet (24-inch)	EA	33	\$2,435.00					6	6	\$14,610.00						0	\$0.00	16	\$38,960.00
	PVC / Ductile Iron 2-ft x 3-ft Inlet (30-inch)	EA	6	\$3,035.00						0	\$0.00					<b>_</b>	0	\$0.00	3	\$9,105.00
		EA	5	\$1,160.00						0	\$0.00						0	\$0.00	0	\$0.00
		EA	1	\$480.00						0	\$0.00						0	\$0.00	0	\$0.00
		EA	2	\$630.00						0	\$0.00						0	\$0.00	0	\$0.00
	TOTALS									epared by	\$32,531.05							\$0.00		\$128,846.75

### FRANCIS MELVIN, INC. ABBOTSFORD SRTS IMPROVEMENTS MSA Project Number 07681024

LINE	ITEM		ESTIMATED				Week 6			WEEK	WEEKLY			Week 7			WEEK	WEEKLY	TO DATE PROJECT	TO DATE PROJECT
ITEM	DESCRIPTION	UNIT	QUANTITIES	UNIT PRICE	7-Sep	8-Sep	9-Sep	10-Sep	11-Sep	TOTALS	COSTS	14-Sep	15-Sep	16-Sep	17-Sep	18-Sep	TOTALS	COSTS	TOTALS	COSTS
					Monday	Tuesday	Wednesday	Thursday	Friday			Monday	Tuesday	Wednesday	Thursday	Friday				
B1	Removing Asphaltic Surface Milling	SY	15040	\$3.05						0	\$0.00						0	\$0.00	0	\$0.00
B2	Removing Curb & Gutter	LF	1371	\$1.60						0	\$0.00						0	\$0.00	0	\$0.00
ВЗ	Removing Concrete Sidewalk	SY	113	\$5.25	L -					0	\$0.00						0	\$0.00	0	\$0.00
B4	Removing Manholes	EA	13	\$685.00	<b> </b>					0	\$0.00					14	14	\$9,590.00	14	\$9,590.00
B5	Removing Inlets	EA	6	\$525.00	-					0	\$0.00					6	6	\$3,150.00	6	\$3,150.00
B6	Removing Storm Sewer 12-inch	LF	72	\$7.35	-					0	\$0.00						0	\$0.00	0	\$0.00
B7	Base Aggregate Dense 3/4-Inch	TON	190	\$16.80	╊╴╴					0	\$0.00						0	\$0.00	0	\$0.00
88	Base Aggregate Dense 1 1/4-Inch	TON	1980	\$13.50	-					0	\$0.00 \$0.00						0	\$0.00 \$0.00	<u>    0                                </u>	\$0.00 \$0.00
в9 B10	Concrete Driveway 6-Inch Tack Coat	GAL	135 1078	\$45.90 \$0.01	<b>-</b>					0	\$0.00						0	\$0.00	0	\$0.00
B10 B11	HMA Pavement 4 MT 58-28 S	TON	2362	\$73.65	╊╴					0	\$0.00						0	\$0.00	0	\$0.00
B12	Asphaltic Surface Driveways and Field Entrances	TON	84	\$157.00	-					0	\$0.00						0	\$0.00	0	\$0.00
B13	Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type D	I F	1419	\$13.46	-					0	\$0.00						0	\$0.00	0	\$0.00
B14	Concrete Sidewalk 6-Inch	сг СЕ	1927	\$5.10	-					0	\$0.00						0	\$0.00	0	\$0.00
B14 B15	Storm Sewer Reinforced Concrete Class III 15-inch	JF	1327 E	\$213.15	1-					0	\$0.00						0	\$0.00	0	\$0.00
B15 B16	Storm Sewer Reinforced Concrete Class III 18-inch	-' I F	<u> </u>	\$265.65	1-					0	\$0.00	-				L	0	\$0.00	0	\$0.00
B17	Adjusting Manhole Covers	EA	1	\$525.00						0	\$0.00						0	\$0.00	0	\$0.00
B18	Erosion Mat Urban Class I Type A	SY	925	\$2.85						0	\$0.00						0	\$0.00	0	\$0.00
B19	Moving Signs Type II	EA	22	\$160.00						0	\$0.00						0	\$0.00	0	\$0.00
B20	Geotextile Type SAS	SY	3500	\$1.75						0	\$0.00						0	\$0.00	0	\$0.00
B21	Marking Line Epoxy 4-inch	LF	18085	\$0.82	- <b>O</b> -					0	\$0.00						0	\$0.00	0	\$0.00
B22	Marking Line Epoxy 8-inch	LF	90	\$3.06						0	\$0.00						0	\$0.00	0	\$0.00
B23	Marking Arrow Epoxy	EA	2	\$408.00						0	\$0.00						0	\$0.00	0	\$0.00
B24	Marking Word Epoxy	EA	1	\$459.00						0	\$0.00						0	\$0.00	0	\$0.00
B25	Marking Railroad Crossing Epoxy	EA	2	\$1,224.00						0	\$0.00						0	\$0.00	0	\$0.00
B26	Sawing Asphalt	LF	2511	\$2.10	┞╴╻╶					0	\$0.00						0	\$0.00	0	\$0.00
B27	Sawing Concrete	LF	456	\$4.20	▙▁▁▋▁▁					0	\$0.00						0	\$0.00	0	\$0.00
B28	PVC / Ductile Iron 2-ft x 3-ft Inlet (24-inch)	EA	7	\$2,280.00	+ -					0	\$0.00	6					6	\$13,680.00	6	\$13,680.00
B29	Connect to Existing Inlet	EA E A	1	\$880.00						0	\$0.00 \$0.00						0	\$0.00 \$0.00	0	\$0.00 \$4,800.00
B30	Relocate Hydrant Relocate Water Valve	EA EA	<u> </u>	\$1,600.00 \$1,160.00	- D -					0	\$0.00						0	\$0.00	0	\$4,800.00
B31 B32	Adjust Water Valve	EA FA	3	\$1,160.00						0	\$0.00						0	\$0.00	0	\$0.00
вз <u>г</u> В33	Connect to Existing Water Main	FA	6	\$265.00						0	\$0.00						0	\$0.00	3	\$3,765.00
B34	Connect to Existing Water Nam	FA	41	\$460.00	A -					0	\$0.00	9.4					9.4	\$4,324.00	9.4	\$4,324.00
B35	Curb Stop and Box	EA	41	\$660.00						0	\$0.00	6.9					6.9	\$4,554.00	6.9	\$4,554.00
B36	Adjust Curb Stop	EA	1	\$135.00						0	\$0.00						0	\$0.00	0	\$0.00
	Adjust Sanitary Manhole	EA	9	\$580.00	F Y -					0	\$0.00						0	\$0.00	0	\$0.00
B38	Slurry Fill Pipe	LF	741	\$13.60						0	\$0.00						0	\$0.00		\$0.00
B39	HDPE Storm Sewer 12-inch	LF	1221	\$39.80						0	\$0.00	502					502	\$19,979.60	765	\$30,447.00
B40	HDPE Storm Sewer 15-inch	LF	1026	\$40.90						0	\$0.00	474					474	\$19,386.60	590	\$24,131.00
B41	HDPE Storm Sewer 18-inch	LF	749	\$42.85						0	\$0.00	20					20	\$857.00	687	\$29,437.95
B42	HDPE Storm Sewer 24-inch	LF	643	\$52.25	-					0	\$0.00	105					105	\$5,486.25	649	\$33,910.25
	PVC Storm Sewer 4-inch	LF	10	\$67.20	-					0	\$0.00						0	\$0.00		\$0.00
	PVC Storm Sewer 12-inch	LF	10	\$55.30	-					0	\$0.00						0	\$0.00	0	\$0.00
B45	PVC Storm Sewer 18-inch	LF	5	\$112.00	╂-					0	\$0.00						0	\$0.00	0	\$0.00
B46	1" HDPE (CTS)		410	\$48.80	╂-					0	\$0.00	0.5					0	\$0.00		\$0.00
B47	Grading Project 7681024		1	\$10,000.00	-					0	\$0.00 \$0.00	0.5					0.5	\$5,000.00 \$0.00	0.5 0	\$5,000.00 \$0.00
B48 B49	Restoration Project 7681024 Mobilization, Bonds, and Insurance	L3 I S	1	\$1,000.00 \$19,000.00	-					0	\$0.00 \$0.00					0.5	0.5	\$0.00 \$9,500.00	0.5	\$0.00
в49 В50	Traffic Control	15	1	\$19,000.00	-					0	\$0.00	0.25				0.25	0.5	\$7,000.00	0.5	\$9,300.00
B50 B51	Erosion and Sedimentation Controls	LS	1	\$750.00	-					0	\$0.00	0.20				0.25	0.5	\$375.00	0.5	\$375.00
	E ORDER NO. 1			<i>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</i>	-											0.0	0.0		0.0	<del>, , , , , , , , , , , , , , , , , , , </del>
	PVC / Ductile Iron 2-ft x 3-ft Inlet (24-inch)	EA	33	\$2,435.00	<b>†</b>					0	\$0.00	11				6	17	\$41,395.00	33	\$80,355.00
	PVC / Ductile Iron 2-ft x 3-ft Inlet (30-inch)	EA	6	\$3,035.00						0	\$0.00	2				1	3	\$9,105.00	6	\$18,210.00
	PVC / Ductile Iron Drain Basin (18-inch)	EA	5	\$1,160.00						0	\$0.00	3				1	4	\$4,640.00	4	\$4,640.00
4	24-Inch 22.50 degree HDPE Bend	EA	1	\$480.00						0	\$0.00	7					7	\$3,360.00	7	\$3,360.00
5	24 to 18- Inch HDPE Eccentric Reducers	EA	2	\$630.00						0	\$0.00	2					2	\$1,260.00	2	\$1,260.00
	TOTALS								by <b>36</b> 5 9/		\$0.00							\$162,642.45		\$291,489.20

### Contractor's Application For Payment No. 4

To (Owner): City of Abbotsford	Application Period: 8/24/20 9/25/20	Application Date: 9/25/20
Project: Abbotsford Industrial Park Extension	From (Contractor): Haas Sons, Inc.	Notice to Proceed Date: 5/28/20
	Contract:	Via (Engineer): MSA Professional Services, Inc.
Owner's Contract No.:	Contractor's Project No .:	Engineer's Project No.: 07681040

#### **Application for Payment**

**Change Order Summary** 

Number	Additions	Deductions
1	\$1,000.00	
2		
3		
TOTALS	\$1,000.00	\$0.00
NET CHANGE BY	74	
CHANGE ORDERS		\$1,000.00

1. ORIGINAL CONTRACT PRICE	\$	755 506 71
2. Net change by Change Orders	·	755,506.71
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	\$	756,506,71
4. TOTAL COMPLETED AND STORED TO DATE		100,000,71
(Column G on Progress Estimate)	S	594,376.13
5. RETAINAGE:		J/0/JJ
a. 2.5 % x \$ Work Completed	\$	18,912.67
b. 0 % x S Stored Material	\$	0.00
c. Total Retainage (Line 5a + Line 5b)	\$	18,912,67
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5e)	\$	575,463,46
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	519,531.96
8. AMOUNT DUE THIS APPLICATION	\$	55,931.50

#### **Contractor's Certification**

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	Branden	Hacis	Date: 9	125/20
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\$55,931.50 (Line 8 or other - attach explanation of other amount) is recommended by: (Engineer)

\$55.931.50 (Line 8 or other - attach explanation of other amount)

(Owner)

Funding Agency (if applicable)

29/2020 (Date)

(Date)

(Date)

EJCDC No. C-620 (2007 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Payment of:

Payment of:

is approved by:

Approved by:

# **Progress Estimate**

# **Contractor's Application**

Project: Abbotsford Industrial Park Extension						Application Nu				· ····		
						Application Da				~		r
	<u>A</u>		r	B1	B2	С	D	Е	F	G	H	1
Item		Bid	Unit	Unit	Bid	_	Work Compl	eted	Materials Pres.	Tot. Completed & S Date	stored to	Balance to Finisl
Bid	Description	Qty		Price	Value	From Prev.	Qty this	Value this	Stored	\$	%	
Item #						Application	Period	Application	hot in C or I	(C*B1 + E + F)	(G / B)	(B - G)
	Base Bid											
1	Mobilization, Bonds and Insurance	1	LS	\$25,825.00	\$25,825.00	0.75		\$0.00		\$19,368.75	75%	\$6,456.2
	Clearing and Grubbing	1	LS	\$5,000.00	\$5,000.00	1.00		\$0.00		\$5,000.00	100%	\$0.0
3	Traffic Control	1	LS	\$5,550.00	\$5,550.00	0.50		\$0.00		\$2,775.00	50%	\$2,775.0
4	Temporary Concrete Barrier	230	LF	\$20.00	\$4,600.00	240.00		\$0.00		\$4,800.00	104%	-\$200.0
5	Silt Fence	3,000	LF	\$2.67	\$8,010.00	3,128.00		\$0.00		\$8,351.76	104%	-\$341.7
6	Sediment Log Ditch Check	20	LF	\$7.11	\$142.20	,		\$0.00		\$0.00	0%	\$142.2
7	Rip Rap Medium	80	CY	\$20.00	\$1,600.00		80	\$1,600.00		\$1,600.00	100%	\$0.0
8	Erosion Mat Class I Type A	11,000	SY	\$1.00	\$11,000.00			\$0.00		\$0.00	0%	\$11,000.0
9	Culvert Pipe Check	3	EA	\$1.00	\$3.00			\$0.00		\$0.00	0%	\$3.0
10	Inlet Protection	10	EA	\$1.35	\$13.50	2.00		\$0.00		\$2.70	20%	\$10.8
11	Erosion and Sedimentation Control	1	LS	\$2,000.00	\$2,000.00	0.25		\$0.00		\$500.00	25%	\$1,500.0
		1	LS	\$500.00	\$500.00	0.200		\$0.00		\$0.00	0%	\$500.0
12	Concrete Quality Control	1	LS	\$26,000.00	\$26,000.00			\$0.00		\$0.00	0%	\$26,000.0
13	Site Maintenance and Restoration	1	LS	\$20,000.00	\$20,000.00 \$0.01	0.50	0.5	\$0.00		\$0.01	100%	\$0.0
14	Dewatering		LS LS	\$20,000.00	\$20,000.00	1.00	0.5	\$0.00		\$20,000.00		\$0.0
15	Rail Road Insurance, Permit and Utility Locate				•	4.00		\$0.00		\$5,200.00		\$14,300.0
16	Rail Road Flagging Allowance - Days 15	15	DAYS	\$1,300.00	\$19,500.00	4.00 137.00		\$0.00		\$67,678.00	100%	\$14,300.0
17	Bore/Jack 24-Inch Steel Casing	137	LF	\$494.00	\$67,678.00			\$0.00		\$2,940.00		\$260.0
18	6-Inch PVC Water Main	80	LF	\$40.00	\$3,200.00					\$43,875.00		\$200.0
19	8-inch PVC Water Main	980	LF	\$45.00	\$44,100.00	975.00		\$0.00				\$223.0
20	6-Inch Gate Valve & Box	4	EA	\$1,600.00	\$6,400.00			\$0.00		\$6,400.00		
21	8-Inch Gate Valve & Box	3	EA	\$2,025.00	\$6,075.00			\$0.00		\$6,075.00		\$0.0
22	8" x 6" TEE	4	EA	\$700.00	\$2,800.00			\$0.00		\$2,800.00		\$0.0
23	8" x 8" TEE		EA	\$760.00	\$760.00			\$0.00		\$760.00		\$0.0
24	8-Inch 45 Degree Bend	2	EA	\$575.00	\$1,150.00	E		\$0.00		\$1,150.00		\$0.0
25	8-Inch 22.5 Degree Bend	2	EA	\$570.00	\$1,140.00			\$0.00		\$1,710.00		-\$570.0
26	8-Inch 11.25 Degree Bend	2	EA	\$560.00	\$1,120.00			\$0.00		\$560.00	[	\$560.0
27	6" CAP	2	EA	\$200.00	\$400.00			\$0.00		\$400.00	1	\$0.0
28	Hydrant Complete	2	EA	\$4,075.00	\$8,150.00	1		\$0.00		\$8,150.00		\$0.0
29	Remove, Salvage and Reinstall Pipe/ Hydrant	1	EA	\$1,325.00	\$1,325.00	1		\$0.00		\$0.00		\$1,325.0
30	1-Inch Corp., Tap, Curb Stop & Box	1	EA	\$400.00	\$400.00	1.00		\$0.00		\$400.00		\$0.0
31	2-Inch Corp., Tap, Curb Stop & Box	2	EA	\$950.00	\$1,900.00	2.00		\$0.00		\$1,900.00	1	\$0.0
32	1-Inch HDPE Water Service	50	LF	\$31.00	\$1,550.00	48.00		\$0.00		\$1,488.00	1	\$62.0
33	2-Inch HDPE Water Service	50	LF	\$32.00	\$1,600.00	55.00		\$0.00	)	\$1,760.00	1	-\$160.0
34	Connect to Existing Water Main	2	EA	\$3,275.00	\$6,550.00		1	\$0.00		\$0.00		\$6,550.0
35	Bore/Jack 24-Inch Steel Casing	156	LF	\$525.00	\$81,900.00	156.00		\$0.00		\$81,900.00	100%	\$0.0
36	8-Inch PVC Sanitary Sewer	1,120	LF	\$54.00	\$60,480.00	1,115.00		\$0.00	)	\$60,210.00	100%	\$270.0
37	4-Foot Diameter Sanitary Manhole	5	EA	\$5,480.00	\$27,400.00		ļ	\$0.00	)	\$27,400.00	100%	\$0.0
38	Connect to Existing Sanitary Sewer	2	EA	\$3,075.00	\$6,150.00	1		\$0.00		\$6,150.00	100%	\$0.0
39	6-Inch PVC Sanitary Lateral	160	LF	\$32.25	\$5_160.00			\$0.00		\$4,160.25		\$999.7
40	8-Inch x 6-Inch Sewer Wye	3	EA		<b>38</b> .00			\$0.00		\$675.00		

Item		Bid	Unit	Unit	Bid		Work Compl	eted	Materials Pres.	Tot. Completed & S Date	Stored to	Balance to Finish
Bid	Description	Qty		Price	Vaiue	From Prev.	Qty this	Value this	Stored	\$	%	
Item #						Application	Period	Application	hot in C or I	(C*B1 + E + F)	(G / B)	(B - G)
41	12-Inch PP (Polypropylene) Pipe	560	LF	\$37.00	\$20,720.00	441.00		\$0.00		\$16,317.00	79%	\$4,403.00
	12-Inch Galvanized Steel Endwall	6	EA	\$225.00	\$1,350.00	3.00		\$0.00		\$675.00	50%	\$675.00
I F	18 -Inch PP Pipe	64	LF	\$44.25	\$2,832.00	32.00		\$0.00		\$1,416.00	50%	\$1,416.00
	24-Inch PP Pipe	64	LF	\$52.75	\$3,376.00	28.00		\$0.00		\$1,477.00	44%	\$1,899.00
	18-Inch Galvanized Steel Endwall	2	EA	\$225.00	\$450.00	1.00		\$0.00		\$225.00	50%	\$225.00
F 1	24-Inch Galvanized Steel Endwall	2	EA	\$275.00	\$550.00	1.00		\$0.00	1	\$275.00	50%	\$275.00
	48-Inch RCP (Remove, Salvage and Reinstall	55	LF	\$135.00	\$7,425.00	22.00		\$0.00		\$2,970.00	40%	\$4,455.00
	Stormwater Pond	1	EA	\$60,500.00	\$60,500.00	0.90	0.1	\$6,050.00		\$60,500.00	100%	\$0.00
	Box Weir Outlet Structure w/Grate	2	EA	\$5,900.00	\$11,800.00	2.00		\$0.00		\$11,800.00	100%	\$0.00
	Connect to Existing Storm Sewer	2	EA	\$1,500.00	\$3,000.00	2.00		\$0.00		\$3,000.00	100%	\$0.00
	Nyloplast 2-Ft x 3-Ft Curb Inlet (24-Inch)	6	EA	\$2,625.00	\$15,750.00	6.00		\$0.00		\$15,750.00	100%	\$0.00
	Excavation Common	1	LS	\$8,000.00	\$8,000.00	0.40		\$0.00		\$3,200.00	40%	\$4,800.00
	Rock Excavation	20	CY	\$0.01	\$0.20			\$0.00		\$0.00	0%	\$0.20
	Excavation Below Subgrade (EBS)	50	CY	\$10.00	\$500.00			\$0.00	1	\$0.00	0%	\$500.00
	Imported Granular Backfill	100	CY	\$11.90	\$1,190.00			\$0.00		\$0.00	0%	\$1,190.00
	Select Crush Material (12-Inch Depth)	2,010	SY	\$8.67	\$17,426.70		2000	\$17,340.00		\$17,340.00	100%	\$86.70
	Select Crush Material (18-Inch Depth)	510	SY	\$14.00	\$7,140.00	370.00		\$0.00		\$5,180.00	73%	\$1,960.00
	Base Aggregate Dense -1 1/4 Inch	2,610	SY	\$6.45	\$16,834.50	370.00	2200	\$14,190.00		\$16,576.50	98%	\$258.00
	4-Inch Asphalt Pavement (2 Lifts)	1,710	SY	\$23.51	\$40,202.10			\$0.00		\$0.00	0%	\$40,202.10
	6-Inch Asphalt Pavement (3 Lifts) (STH 13)	450	SY	\$39.23	\$17,653.50	442.00		\$0.00		\$17,339.66	98%	\$313.84
	30-Inch Curb and Gutter, Type HM	820	LF	\$18.00	\$14,760.00			\$0.00		\$0.00	0%	\$14,760.00
	30-Inch Curb and Gutter, Type D (STH 13)	130	LF	\$28.00	\$3,640.00	93.00		\$0.00		\$2,604.00	72%	\$1,036.00
	4-Inch Concrete Sidewalk w/ 6-Inch Base	310	SF	\$7.00	\$2,170.00	390.00		\$0.00		\$2,730.00	126%	-\$560.00
	6-Inch Concrete Driveway w/Base	220	SF	\$7.50	\$1,650.00			\$0.00		\$0.00	0%	\$1,650.00
	Base Aggregate Driveway (12-Inch Depth)	500	SY	\$8.67	\$4,335.00		450	\$3,901.50		\$3,901.50	90%	\$433.50
	6-Inch HDPE Underdrain	900	LF	\$10.00	\$9,000.00		900	\$9,000.00		\$9,000.00	100%	\$0.00
	Geogrid (STH 13)	510	SY	\$3.00	\$1,530.00			\$0.00		\$1,110.00	73%	\$420.00
	Geotextile Fabric Type SAS	2,200	SY	\$1.75	\$3,850.00		2200	\$3,850.00		\$3,850.00	100%	\$0.00
	2x2-Inch x 12 foot Posts Tubular Steel	8	EA	\$205.00	\$1,640.00			\$0.00		\$0.00	0%	\$1,640.00
	Pavement Marking 4-Inch Epoxy	1,700	LF	\$0.65	\$1,105.00			\$0.00		\$0.00	0%	\$1,105.00
	Pavement Marking Stop Line 18-Inch	80	LF	\$16.50	\$1,320.00			\$0.00		\$0.00	0%	\$1,320.00
	Crosswalk Epoxy 6-inch	200	LF	\$10.25	\$2,050.00			\$0.00	1	\$0.00	0%	\$2,050.00
	Pavement Marking Railroad Crossing Epoxy	2	EA	\$850.00	\$1,700.00			\$0.00		\$0.00	0%	\$1,700.00
	Signs, HIPRR	75	SF	\$30.00	\$2,250.00			\$0.00		\$0.00	0%	\$2,250.00
	CHANGE ORDERS/ EXTRAS											
CO#1	8" Watermain Live Tap	1	EA	\$1,000.00	\$1,000.00	1.00		\$0.00		\$1,000.00	100%	\$0.00
	TOTAL				\$756,506.71			\$55,931.51	\$0.00	\$594,376.13		\$162,130.58



October 2, 2020

Mayor Lori Voss, Administrator Dan Grady, and City Council City of Abbotsford 203 N. First Street; P.O. Box 589 Abbotsford, WI 54405

Re: Planning and Funding for Water System Improvements

Greetings:

I was recently contacted by Josh Soyk, Water/Wastewater Manager, regarding the potential funding sources for the rehabilitation of the City's 400,000-gallon elevated water storage reservoir. That led to a discussion of other water system needs and how those needs might be addressed. As a result, I requested that your October 5, 2020 City Council meeting include a couple of items related to planning, funding, and implementation of water system needs. Following is a summary of the topics I am hoping to discuss the October 5 meeting.

#### Funding for Elevated Water Storage Reservoir Improvements

The City received a report from KLM Engineering, Inc. in June 2020 regarding their inspection of the 400,000-gallon elevated water storage reservoir. The report identifies deficiencies and recommended improvements. The recommended improvements include replacement of the coating on the tank exterior and wet interior surfaces, structural repairs/replacements, and appurtenances. The report estimates a total cost of between \$425,000 and \$450,000 for the recommended improvements.

Potential funding sources for the elevated water storage reservoir improvements include the <u>Community Development Block Grant–Public Facilities (CDBG-PF)</u> Program which is administered by the Wisconsin Department of Administration), and the <u>Safe Drinking Water Loan Program (SDWLP)</u> which is administered by the Wisconsin Department of Natural Resources.

The <u>CDBG-PF</u> Program provides grants for up to 67% of project cost, with a maximum grant of \$1 million. The grant award is based on project need and economic criteria. Based on the percentage of households in the City that meet the criteria as "low-to-moderate income" the City is eligible to apply. Applications to the CDBG-PF Program are due in May of each year, and grant awards are typically announced the following August. The community is required to commit funds for the portion of the project cost not funded by CDBG, referred to as the "local match". One source of "local match" might be a SDWLP loan (see below). Another might be tax incremental financing through the City's existing TIF districts. Depending on what projects are already included in the existing TIF plans, one or more of these may need to be amended to utilize TIF for the water improvement projects.

The <u>SDWLP</u> provides loans, with a potential grant component. The current interest rate on a SDWLP loan is 1.65% which is fixed for the 20-year term of the loan. There is also a potential grant component associated with the SDWLP funding (referred to as "principal forgiveness", which is the portion of the loan that is not required to be repaid). The City is eligible for "principal forgiveness" in the amount of 45% of the project cost, up to \$500,000. The receipt of "principal forgiveness" is depends of the project priority score (as approved by the DNR) and the total amount of "principal forgiveness"

1230 South Boulevard Baraboo, WI 53913

 P
 (608) 356-2771

 TF
 (800) 362-4505

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Mayor Lori Voss, Administrator Dan Grady, and City Council City of Abbotsford October 1, 2020

available for all qualifying project statewide. The award of a SDWLP loan (including principal forgiveness) requires submittal of the following to DNR:

- Online Submittal Authorization Certificate (attached to this letter), by October 15, 2020
- Notice of Intent to Apply (ITA) and Priority Evaluation and Ranking Form (PERF), by October 31, 2020
- Complete SDWLP application, including plans and specifications for project, by June 30, 2021

MSA will submit the Authorization Certificate, ITA and PERF to DNR on behalf of the City at no charge. Submitting these items does not obligate the City to proceeding with any project.

There would be a significant financial advantage to the City if CDBG-PF and SDWLP funding can be combined to pay for the project. Besides the SDWLP providing the "local match: to the CDBG-PF grant, if "principal forgiveness" can be obtained through the SDWLP the amount that the City would need to borrow for the project would be reduced by an additional 45 percent.

The CDBG-PF Program is competitive and, as indicated above, receipt of "principal forgiveness" through the SDWLP is a function of the project priority score. It is therefore important to plan a project that results in a strong application for the CDBG -PF Program and results in the highest possible project priority score for the SDWLP. The potential for significant grant and "principal forgiveness" funds also provides an opportunity for the City to complete other water system improvements that might not otherwise be affordable. To accomplish this, we recommend that the City proceed with a comprehensive Water System Study to identify all water system needs and the estimated costs associated with these needs. Based on the results of the Water Study, the City can structure an application to the CDBG-PF and SDWLP that might include more than just the elevated water storage reservoir rehabilitation. The goal would be to submit the strongest possible applications to both programs to obtain funding for your water system needs.

### **Comprehensive Water System Study**

As indicated above, it is recommended that a comprehensive Water System Study be completed to identify water system needs. The Water System Study would identify needs that the City might decide to include in applications to the CDBG-PF Program and the SDWLP in order to provide for the strongest possible applications, with the goal of obtaining the necessary funding to make those water system improvements affordable. The Water System Study would also provide the City with documentation of the existing water system and it's needs, for future planning and budgeting.

In their 2019 Sanitary Survey report for the City's water system, the Wisconsin Department of Natural Resources identified a deficiency in well capacity and a potential deficiency in storage capacity and noted that water demand in the City continues to increase. The stated "*The City is strongly encouraged to perform a comprehensive water study to determine if additional source capacity is needed and how this can be accomplished...There may be advantages to adding additional elevated storage to the water system and these should be evaluated...The City should have a comprehensive water study performed to identify if current production and storage capacity is adequate for future growth. The DNR report identified other deficiencies and "non-conforming features".* 

Attached is a proposed scope of services for a comprehensive Water System Study of the City's wells, wellhouses, treatment facilities, storage facility, and distribution system. The Water System Study would serve as a capital improvement plan for water system improvements, to assist the City in ensuring that the City's residents and businesses have access to a reliable and affordable water supply well into the future.

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Mayor Lori Voss, Administrator Dan Grady, and City Council City of Abbotsford October 1, 2020

I look forward to being at your October 5, 2020 City Council meeting to discuss water system planning and funding in more detail. Thank you.

Sincerely, MSA Professional Services, Inc.

Dan Grine

Daniel. F. Greve, P.E. Senior Project Manager

cc: Josh Soyk, Water/Wastewater Manager

State of Wisconsin Department of Natural Resources Environmental Loans Section-CF/2 101 S. Webster Street PO Box 7921 Madison, WI 53707-7921 dnr.wi.gov Search: Loans

# Environmental Improvement Fund (EIF) **Online Submittal Authorization Certificate**

Form 8700-377 (11/19)

If a municipality wants a consultant to submit materials on its behalf, the municipality must complete, sign, and send the Online Submittal Authorization Certificate to the DNR. An authorized municipal representative (e.g., clerk, administrator, director of public works, mayor, president, or other position delegated such authority) must sign the certificate. The completed certificate must be received by the DNR before the consultant will be granted access to submit materials on behalf of the municipality. Email the signed, completed certificate (in PDF format) to the EIF Database Manager at Rebecca.Mesdjian@wisconsin.gov.

### The designated consultant's authorization will stay in effect until the municipality cancels it.

Notice: A municipality may choose to allow a consultant to submit materials through the online system on behalf of the municipality by completing this form and selecting whether the consultant shall have access to "Read Only", "Enter Only", or "Enter and Submit" required materials through the online system. The designated consultant's authorization remains in effect until the municipality notifies the DNR that the consultant is no longer allowed to submit information on behalf of the municipality. DNR will not grant authorization to a consultant to the online system until this form is completed and signed by an authorized municipal representative and received by the DNR. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records Law (ss. 19.31-19.39, Wis. Stats.).

### Select one or both programs. Select one action for each selected program.

Clean Water Fu	Ind Program (CWFP)		Safe Drinking Water Loan Program (SDWLP)						
Read Only	Enter Only	Enter & Submit	Read Only	Enter Only	Enter & Submit				
Applicant Infor	mation		Consultant Info	rmation					
Name of Municipalit	ty		Name of Engineering	g Firm					
Name of Main Muni	icipal Contact		Name of Engineering	g Firm Consultant					
Title of Main Munici	ipal Contact		Title of Engineering I	Firm Consultant					
Street Address, City	y, State, Zip Code		Street Address, City,	State, Zip Code					
			<b></b>						
Phone Number (inc	lude area code)		Phone Number (inclu	ude area code)					
Email Address			Email Address						
Municipal Certi	fication								

I am the authorized representative of the above-named municipality. I hereby certify on its behalf the above-named consultant is authorized to perform the above-selected action(s) through the online system, and they are further authorized and empowered to take related, necessary actions until said municipality revokes their authorization.

Signature of Municipality's Authorized Representative

Date Signed



# Professional Services Agreement

This AGREEMENT (Agreement) is made today October 5, 2020 by and between the CITY OF ABBOTSFORD, WISCONSIN (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

**Project Name:** City of Abbotsford Water System Evaluation

The scope of the work authorized is: see attached

The schedule to perform the work is: Approx. Start Date: October 6, 2020 Approx. Completion Date: January 31, 2021

The lump sum fee for the work is:

\$41,500.00Water System Evaluation\$7,950.00Water System Model\$49,450.00Total

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

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

CITY OF ABBOTSFORD, WISCONSIN

MSA PROFESSIONAL SERVICES, INC.

Dan Greve, P.E. Senior Project Engineer

Date:

Mayor Lori Voss

Date: 10/2/2.0

Dan Grady, Administrator/Clerk/Treasurer

Date:\_\_\_\_\_

203 N. First Street; P.O. Box 589 Abbotsford, WI 54404 Phone: (715) 233-3444 ext, 102 1230 South Boulevard Baraboo, WI 53913 Phone: (608) 355-8873

# SCOPE OF SERVICES

MSA will prepare, for the City of Abbotsford, a water system evaluation (engineering report) that conforms to the requirements for engineering reports in Wisconsin Department of Natural Resources in Wisconsin Administrative Code NR811 – *Requirements for the Design and Operation of Community Water Systems.* 

The scope of services also includes, at the City's option, development of a digital model of the water system which would provide an additional tool for evaluating system deficiencies and designing future improvements, particularly for the water distribution system.

### Water System Evaluation

- 1. Evaluation of Existing Well, Treatment, and Storage Facilities
  - a. Site visits to existing 26 wells and two metering stations
    - Inventory well construction and pumping equipment at each well
    - Document current pumping capacity and pumping water level at each well
    - o Identify potential for increasing pumping capacity at each well
    - Review age and condition of equipment and structures, and compliance with NR811 requirements
    - Inventory water quality from each well based on available data; identify water quality concerns including trends in nitrate levels
  - b. Site visit to existing 3 water treatment plant sites
    - Document capacity of unit processes for treatment
    - Review age and condition of existing equipment and structures, and compliance with NR811 requirements
    - Review past inspection reports for ground reservoirs
    - Document condition and capacity of high lift pumping facilities
  - c. Review existing supervisory control and data acquisition (SCADA) system
  - d. Review KLM Engineering, Inc. report for existing elevated water storage reservoir
- 2. Identify Existing and Projected Future Water Demands
  - a. Review historic water demand data for the past 10 years
  - b. Review historic average and maximum daily, monthly and annual water demands
  - c. Review population data and Wisconsin Dept. of Administration Demographic Services Center population projections
  - d. Review City Comprehensive Plan
  - e. Estimate future (20-year) average and maximum daily demands
  - f. Review available ISO fire flow reports to identify recommended fire flow capacities

City of Abbotsford Water System Evaluation Page 1 of 4

- 3. Water Supply & Storage Capacity Analysis
  - a. Evaluate system vulnerability with respect to largest well out of service, and interruption of electrical service
  - b. Review firm well capacity for the following scenarios:
    - Ability to provide average day water demand with no more than 12 hours of well pumping, with the largest well out of service.
    - Ability to provide peak day water demand with no more than 18 hours of well pumping, with the largest well out of service.
  - c. Review the capacity and redundancy of high lift pumping facilities to meet the average and peak day demands
  - d. Review existing storage capacity for:
    - Existing and future water estimated peak hour demand, and various combinations of fire flow rates and durations
- 4. Water System Evaluation Report
  - a. Prepare an Engineering Report detailing the following information:
    - Existing system description
    - Document historic water demands and projection of future demands
    - Document of fire flow capabilities.
    - Evaluation of existing facilities and level of service for existing and future demands
    - Documentation of system deficiencies
    - Identify and recommend system improvements, including preliminary cost estimates
  - b. Provide three (3) paper copies of draft report to City for review and comment
  - c. Meet with City staff to review draft report
  - d. Update report based on City staff comments and provide copy in electronic (pdf) format and three (3) paper copies
  - e. Meet with City Council to provide summary of Water System Evaluation

### Water System Modeling

- 1. Utilize City's existing GIS information to create a digitized water model of the City water distribution system, including locations, lengths and diameters of water mains; locations and elevations of hydrants; locations and capacity (flow rate and total dynamic head) at treatment plant high lift pumping facilities; water storage reservoir location and range of water surface elevations in storage reservoir
- 2. Calibrate model with hydrant flow testing data

- 3. Utilize the model to analyze existing water distribution system capacities, identify deficiencies, and recommend improvements:
  - a. Water pressures available throughout system during existing and projected future average day demand, peak day demand, and estimated peak hour demand
  - b. Fire flow availability (flow rate and residual pressures) throughout system during existing and projected future average day demand, peak day demand, and estimated peak hour demand
  - c. Identify and recommend distribution system improvements, including preliminary cost estimates. Prioritize recommended water main improvements based on age, materials, history of breaks, street PASER rating (if available), and improvements to flow and pressure provided.
- 4. Utilize the model to analyze the impact on water pressures and fire flow capacity of recommended water system improvements:
  - a. Water distribution system improvements
  - b. Future water storage reservoir
  - c. High lift pumping capacity

## OWNER TO PROVIDE

- Available hydrant flow test data
- Perform additional hydrant flow tests as necessary to calibrate water system model
- Access to all water facility structures and equipment as necessary to complete the evaluation
- Copies of available plans, specifications, and engineering reports for the existing water facilities
- Copies of available reports, maintenance evaluations, or other determinations performed for the water system infrastructure
- Available well construction reports and well yield information to supplement information available from DNR and WG&NHS databases; and existing well pump/motor information
- Historic well pumping records, including daily pumpage and drawdown measurements
- Operational control settings, reservoir water elevation settings and usages.
- Ten (10) largest water customers in the City including volume of use over the past three years and location

### ESTIMATED FEES

Water System Evaluation Report	\$ 41,500
Digital Water System Model	<b>\$ 7,950</b>
Total	\$ 49,450

### ADDITIONAL SERVICES

The following additional services are available but not included in this scope of services:

- Water use audits
- Hydrant flow testing
- Operations evaluation and assistance
- Detailed water quality analysis, including corrosion control studies
- Pressure surge testing and evaluation
- Pump efficiency analysis
- Energy efficiency analysis
- Leak detection surveys or studies
- Design, bidding, and construction-related services for new facilities

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

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

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

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

4. Access to Site. Owner shall furnish right-of-entry on the project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

5. Location of Utilities. Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to Consultant by others.

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

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

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

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

9. Construction Site Visits. MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA 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 Documents.

10. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

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

11. **Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

#### Page 1 of 2 (General Terms and Conditions) P:\999\0008 - Greve\abbotsford\Water\Abbotsford Water System Evaluation PSA - General Terms & Conditions.docx 49

12. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

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

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

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

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

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

16. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

17. Exclusion of Special, Indirect, Consequential and Liquidated Damages. Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

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

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

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

September 29, 2020

Dan Grady, City Administrator City of Abbotsford 203 N. First Street, P.O. Box 589 Abbotsford, WI 54405

RE: Professional Engineering Services Proposal N 4<sup>th</sup> Avenue Improvements Project City of Abbotsford, WI

Dear Administrator Grady, Mayor Voss & City Council:

Cedar Corporation is pleased to submit this proposal to provide professional design, bidding and construction engineering services related to N 4th Avenue Improvements Project from W Pine Street to W Hickory Street, City of Abbotsford, Wisconsin.

SCOPE OF PROJECT: The City of Abbotsford is requesting professional design, bidding and construction engineering services for N 4th Avenue Improvements Project including field topographic and data collection survey, base map, preliminary design, final design, staff/ committee/council meetings, opinion of probable costs, applicable governing agency permitting, specifications and bid documents, bidding, attend bid opening, bid tabulation results, contract documents, pre-construction meeting, construction staking and layout, construction observation, construction coordination and administration including the following limits:

N. 4<sup>TH</sup> AVENUE PROJECT (2 Blocks from W Pine St to W Hickory St) – 750 TOTAL Lineal Feet

SCOPE OF SERVICES: Cedar Corporation (hereinafter called "Engineer") proposes to render professional design, bidding and construction engineering services for City of Abbotsford (hereinafter called "Client") with respect to the above Scope of Project related to the N. 4<sup>th</sup> Avenue Improvements Project from W. Pine Street to W. Hickory Street in accordance with City of Abbotsford requirements (hereinafter called "Project"). The Engineer will provide required professional services during the course of the Project as follows:

Surveying:

• Perform field topographic and data collection surveying, and prepare base map in accordance with standard surveying practices, to the extent necessary to complete the engineering design of the Project described above; including accurately reflect current conditions for proposed gravel street and drainage installation improvements that may influence the Project design and construction. Surveying services does not include any land survey for establishing or mapping any property, property lines, easements, streets and highway rights-of-way.

Preliminary Design Engineering:

• Attend initial kickoff meeting with city staff and city officials to discuss overall Project goals and to finalize the Project work plan and schedule.

- Preparation of preliminary plans showing general alignment and profile of street and drainage improvements to fit within existing street right-of-way area.
- Review governing agency permit requirements.
- Meet with city staff, committee & council to review preliminary designs.
- Incorporation and refinement of any necessary or suggested changes in the preliminary design.
- Attend required city staff, committee, council and other governing agency meetings.

Final Design Engineering, Plans, Specifications, Bidding Documents, Permits:

- Preparation of final design documents, analysis calculations, reports, street and drainage plan and profile sheets, typical street section, street cross-sections, construction detail sheets, erosion control plans, grading and restoration plans, traffic control plan, construction specifications and bidding documents, and opinion of probable costs.
- Preparation and submittal of necessary regulatory permit request application forms to the Wisconsin Department of Natural Resources for storm water management and construction erosion control Water Resource Application Project Permit Discharge Storm Water from Construction Site (WRAPP).
- Submittal of 90% completed plans and specifications for review by the Client.
- Updated cost estimates at the 90% complete stage.
- Incorporation of comments received and prepare 100% completed plans and specifications.
- Attend required city staff, committee, council and other governing agency meetings.

### Bidding:

- Prepare municipal unit price bid quantities take offs from plans and prepare bid document form.
- Prepare Advertisement for Bid to be published in the Client's official newspaper, and the Engineer will post the Project to its Website via the Quest Electronic Construction Document Network for bid documents download by prospective bidders.
- Provide answers and clarification of questions from contractors, suppliers, subcontractors, and Client during bidding, including preparation of any necessary bid addendums.
- Attend public bid opening at City Hall.
- Review the bid results, prepare bid tabulation results for all bidders, confirm that low bidder has obtained all bonds and insurance, and is capable of completing the work, and recommend bid award after review of all bids.
- The Engineer will coordinate the issuance of Notice of Award, execution of Contract Documents, required Bonds and Insurance, and Notice to Proceed with the Client.
- Attend required city staff, committee, council and other governing agency meetings.

Construction Engineering:

• Conduct a pre-construction meeting with Client, contractor, sub-contractors, utility companies, etc.

• Provide one-time horizontal and vertical control staking and layout for construction, as needed. Engineer is not responsible for preservation of construction staking for the contractor, and any required re-staking due to contractor negligence will be performed at the expense of the contractor. Any required re-staking due to vandalism or severe weather will be discussed and negotiated with the Client.

• Provide site visits as requested by client during construction related work to observe contractor's work in conformance with plans, specifications, and contract documents. The Engineer cannot guarantee the performance of, and shall have no responsibility for, the actions or omissions of any contractor, sub-contractor, supplier, vendor, or any other entity furnishing materials or performing any construction work on the Project. Provide Client copies of construction observation report documents.

• Provide construction coordination and administration services for the Project during construction. Oversee and coordinate construction activities, including processing change orders and payment requests, and meet with property owners when required. Attend weekly on-site progress meeting with contractor and Client.

• The Client shall review and approve all Work Directives or Change Orders for the Project as presented by the Engineer prior to the work being commenced by the contractor.

• Prepare and provide as-built construction record drawings to the Client in AutoCADD electronic and hard copy format upon completion.

• Attend required City staff, committee, and other governing agency meetings.

COMPENSATION: The Client agrees to pay the Engineer a Lump Sum "Not to Exceed" fee professional design and construction engineering services for the Project in the amount of \$24,900 described below pursuant to the proposed services listed in the above Scope of Services. Any additional work not included in the Scope of Services will be invoiced to the Client on a time and material basis. The Engineer will provide the Client a written quote for any additional work at the Client's request. The Client will be responsible for all applicable governing agency fees including but not limited to permit, review, application, recording, etc., fees.

N. 4<sup>TH</sup> AVENUE PROJECT (2 Blocks from W Pine St to W Hickory St) - 750 TOTAL Lineal Feet

Estimated Construction Cost w/Contingencies	\$180,000
Design & Bidding Engineering Fee:	
Field Topographic & Data Collection Surveying & Base Map (7 Blocks from W Pine St to Spruce St – 2,600 LF)	\$3,800
Preliminary Design Engineering (4 Blocks from W Pine St to W Hemlock St – 1,500 LF)	\$5,500
Final Design Engineering (4 Blocks from W Pine St to W Hemlock St – 1,500 LF)	\$11,700
Bidding Services (2 Blocks from W Pine St to W Hickory St – 750 LF)	\$2,500

Construction Engineering Fee:

Total Opinion of Probable Project Cost	\$208,600
Total Design & Bidding Engineering Lump Sum "Not to Exceed" Fee	\$28,600
Construction Coordination and Administration (2 Blocks from W Pine St to W Hickory St – 750 LF)	\$1,500
Construction Observation (2 site visits incl. travel) (2 Blocks from W Pine St to W Hickory St – 750 LF)	\$2,400
Construction Staking and Layout (1 site visit incl. travel) (2 Blocks from W Pine St to W Hickory St – 750 LF)	\$1,200

CLIENT SUPPLIED INFORMATION: The Client will provide the Engineer with available copies of construction record plans for existing water system, sanitary sewer system, storm sewer system, water and sanitary sewer service lines, city utility systems maps, sanitary sewer televising video and report, assessor property owner maps and parcel information, right-of-way maps, recorded easement documents, property title search if needed, known site environmental issues and concerns, boundary survey/certified survey/plat maps, Project review input and comments, etc. for the Project.

DESIGN TIMELINE: The Engineer's services shall be performed as expeditiously as is consistent with the orderly progress of the Project. The Engineer shall make every effort to complete the work within the time frame set by the Client. The Cedar Corporation team has the capacity and availability to commence work immediately. The following is the Engineer's proposed timeline for the Project:

TASK C	<b>OMPLETION DATE</b>
Notice to Proceed (City Council Meeting)	October 5, 2020
Kick-off Meeting	October 6, 2020
Field Topographic & Data Collection Survey & Base Map	October 2020
Preliminary Design Engineering	December 2020
Final Design Engineering	January 2021
Specifications & Bid Documents	February 2021
Permits	February 2021
Advertisement for Bids	February 2021
Bid Opening at City Hall	March 2021
Bid Award (City Council Meeting)	April 5, 2021
Notice of Award & Contract Documents	April 6, 2021
Notice to Proceed & Pre-Construction Conference	May 2021
Commence Construction (after school is out)	June 2021
Substantial Complete Construction	July 15, 2021
Final Complete Construction (prior to start of school)	July 31, 2021

N. 4<sup>TH</sup> AVENUE PROJECT (2 Blocks from W Pine St to W Hickory St) – 750 TOTAL Lineal Feet

SERVICES NOT PROVIDED AS PART OF THIS PROPOSAL: Archaeological studies and investigations, environmental studies and assessments, environmental investigations, boundary survey, certified survey map, subdivision plat map, easement documents, title search, land acquisition, street and highway right-of-way map, field locating and marking of existing underground utility systems, governing agency permit fees, ecological studies and investigations, flood plain studies and determination, traffic impact analysis and report, WIDOT Trans 233 permits and approval request, construction administration and coordination, construction observation construction staking and layout, construction as-built record drawings, and historical site studies and investigations are not included as part of this proposal.

PAYMENT POLICY: Client agrees to pay Engineer the amount shown on invoices presented to the Client for services rendered on a monthly basis. All invoices are due within 30 days of receipt.

AGREEMENT: If these terms, as stated above, are understood and agreeable, please sign both copies of this proposal and return one to our office by mail, email or fax.

Sincerely,

CEDAR CORPORATION

Brian Chapman Project Manager

Greg Odems

Greg Adams, P.E. Municipal Engineering Team Lead

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2020

By: \_\_\_

Dan Grady, City Administrator

By: \_\_\_\_\_ Lori Voss, Mayor

### PRELIMINARY OPINION OF PROBABLE COST N 4th Avenue (W Pine St to W Hickory St) CITY OF ABBOTSFORD

CEDAR CORPORATION JOB #: DATE: 9/18/2020 ESTIMATE PREPARED BY: BDC



\$4,470.00

\$49,170.00

#### STORM SEWER CONSTRUCTION

ASSUMPTIONS:

- REPLACE ALL STRUCTURES

ITEM	UNIT	QUANTITY	UNIT PRICE	COST
STORM STRUCTURE (NYLOPLAST)	E.A.	6	\$3,500.00	\$21,000.00
CONNECT TO EXISTING	E.A.	6	\$750.00	\$4,500.00
STORM SEWER HDPE	L.F.	120	\$35.00	\$4,200.00
PERFORATED UNDERDRAIN	L.F.	1500	\$10.00	\$15,000.00
SUBTOTAL				\$44,700.00

CONTINGENCY (10%)

ESTIMATED STORM SEWER COST

### STREET CONSTRUCTION

ASSUMPTIONS:

- 2" HMA OVERLAY 20' EXISTING CONCRETE IN CENTER OF ROADWAY

- RECONSTRUCT 6.5' ASPHALT BETWEEN CONCRETE PAVEMENT & CURB

(GEOGRID, 18" CRUSHED AGG, BASE , 4" HMA)

- REPLACE CURB AND 5' DRIVE APRON

PROJECT LENGTH
PAVEMENT WIDTH

(SEE SKETCH) 750 FT. LONG (TOTAL) 36 FT. WIDE (AVERAGE)

ITEM	UNIT	QUANTITY	UNIT PRICE	COST
REMOVE CURB & GUTTER	L.F.	1500	\$3.00	\$4,500.00
REMOVE CONCRETE	S.Y.	40	\$3.00	\$120.00
REMOVE ASPHALTIC PAVEMENT	S.Y.	1090	\$2.00	\$2,180.00
EXCAVATION, COMMON	C.Y.	1020	\$10.00	\$10,200.00
BREAKER RUN	C.Y.	560	\$35.00	\$19,600.00
CRUSHED AGGREGATE BASE, ROADWAY	C.Y.	280	\$29.00	\$8,120.00
CRUSHED AGGREGATE BASE, DRIVEWAY	C.Y.	10	\$20.00	\$200.00
GEOTEXTILE FABRIC	S.Y.	1090	\$4.00	\$4,360.00
INLET PROTECTION	EA.	6	\$100.00	\$600.00
HMA, BINDER, 2.0"	S.Y.	1100	\$12.00	\$13,200.00
HMA, SURFACE, 2.0"	S.Y.	2700	\$8.00	\$21,600.00
CONC, DRIVEWAY	S.Y.	40	\$8.00	\$320.00
HMA, DRIVEWAY	S.Y.	20	\$22.00	\$440.00
ADJUST EXISTING CASTING	EA.	3	\$200.00	\$600.00
ADJUST EXISTING BOX	EA.	5	\$100.00	\$500.00
CONCRETE CURB AND GUTTER, 30" BARRIER	L.F.	1500	\$15.00	\$22,500.00
TRAFFIC CONTROL, DETOUR	L.S.	1	\$3,300.00	\$3,300.00
RESTORATION, SEED	S.Y.	1000	\$4.00	\$4,000.00
SUBTOTAL				\$116,340.00
CONTINGENCY (10%)				\$11,630.00
ESTIMATED STREET COST				\$127,970.00
				\$477 440 00
TOTAL ESTIMATED PROJECT COST				\$177,140.00

COST PER FOOT

\$236.19



# Professional Services Agreement

This AGREEMENT (Agreement) is made today October 5, 2020 by and between CITY OF ABBOTSFORD (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

**Project Name:** City of Abbotsford – Linden Reconstruction – Flood Mitigation

The scope of the work authorized is: See Scope of Work - Attachment A

The schedule to perform the work is: Approximate Start Date: October 2020 Approximate Completion Date: March 2021

### The lump sum fee for the work is: \$55,300

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

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

### CITY OF ABBOTSFORD

### MSA PROFESSIONAL SERVICES, INC.

Daniel Borchardt Team Leader Date:<u>October 2, 2020</u>

Lori Voss Mayor Date:\_\_\_\_

Attest: City/Township/Village Clerk (WI Only)

Dan Grady, City Administrator Date:

203 N First Street Abbotsford, WI 54405 Phone: 715-223-3444 Fax: 715-223-8891 146 North Central Ave., Suite 201 Marshfield, WI 54449 Phone: (715) 304-0448 Fax: (715) 384-9787

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

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

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

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

4. Access to Site. Owner shall furnish right-of-entry on the project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

5. Location of Utilities. Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to Consultant by others.

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

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

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

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

9. Construction Site Visits. MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA 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 Documents.

10. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

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

11. **Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

#### Page 1 of 2 (General Terms and Conditions) \\msa-ps.com\ifs\Project\07\07681\07681046\Contract\MSA PROFESSIONAL SERVICES - General Conditions Public.docx 58

12. Hazardous Substances. OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

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

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

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

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

16. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

17. Exclusion of Special, Indirect, Consequential and Liquidated Damages. Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

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

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

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

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Page 2 of 2 (General Terms and Conditions) \\msa-ps.com\\fs\Project\07\07681\07681\07681046\Contract\MSA PROFESSIONAL SERVICES - General Conditions Public.docx

### PROJECT DESCRIPTION

Project design for the roadway reconstruction will be from approximately (550 feet) between the low spot on Linden and the railroad tracks. The primary drainage feature will be a concrete box culvert extending from the southwest corner of Linden Street and the Industrial Park Road intersection to the railroad right of way. The design will also incorporate a northern reach of pipe to collect storm water entering Linden Street from the North and a southerly storm water reach to collect water entering Linden Street from Industrial Park Road.

Coordination and permitting for work within the railroad right of way will be necessary for the installation of the box culvert, hydraulics coming to and under the tracks, additional ditching and removal of existing storm pipes entering the Right of way.

Wisconsin DNR permitting for disturbance greater than 1 acre is anticipated.

The City may obtain FEMA or Wisconsin Emergency Grant Funding for the project.

The roadway section of Linden will be improved with 30-inch curb and gutter, 4 inches of pavement, 8 inches of base and 12 inches of select crushed material. High Capacity inlets will be installed at the low spot on Linden.

Easement acquisition for the utilities crossing the adjacent parcels is not anticipated at this time and may be necessary for protection of the City's infrastructure.

### 1. Design

- Project Administration
  - o Manage and coordinate project team, budget and schedules. Maintain communication with Owner and stakeholders on project.
- Quality Assurance/Quality Control
  - Employ documented quality-assurance/quality-control procedures throughout project.
- Project Site Information
  - <u>Contact Utility One Call</u>: utilize marking and mapping provided by one-call agency to assess locations of existing private utilities in the area.
  - o Project Control: Establish horizontal and vertical control
  - <u>Topographic Survey</u>: collect location and elevation data of existing features at the site for use as basis of design. Including:
    - Entire roadway starting at a point about 10 feet west of the west edge of RR tracks and extending west for about 550 feet
    - Entire asphalt parking area of business in SW Quad of W. Linden and Industrial Park Rd (Including Finished Floor Elev. of 3 main buildings)
    - Entire asphalt parking area of business in SE Quad of W. Linden and Industrial Park Rd (Including Finished Floor Elev. of 2 main buildings and loading dock area)
    - Entire area from the low spot on Linden Street to the north approximately 300 feet between an existing apartment and industrial building.
    - Topo CN RR Right-of-way from the south edge of W. Linden St. to a point about 230 feet south (including ex. Ditch line for 40 feet)



- Invert elevation/location of 36" concrete culvert under the field crossing approximately 230 feet south of W. Linden Street to STH 13
- o <u>Utility Structure Survey</u>: investigate utility structures to obtain field measured invert elevations, penetrating pipe information, and condition assessment.
- o Mapping: Create base map of project site conditions and features.
- <u>Hydrant Flow Tests</u>: work with Owner to obtain pressure and flow information for water distribution system in the area of the project.
- <u>Coordinate sub-surface investigation</u>: obtain proposals from geotechnical consultants, field-locate borings, and record elevations of borings (Owner to contract directly with geotechnical consultant).
- <u>Wetland Investigation</u>: Desktop evaluation to assess site for presence of wetlands utilizing publicly available wetland and soils maps. (Owner to contract directly with Wetland delineation consultant).
- Design Street/Utility
  - <u>Water Design</u>: Develop horizontal and vertical alignments for water mains.
     Determine valve, hydrant, service and connection locations. Perform required design computations regarding pressure and flow volumes. Prepare construction details.
  - <u>Sanitary Sewer Design</u>: Develop horizontal and vertical alignments for sanitary sewer. Determine structure, lateral, and connection locations. Perform required design computations regarding pressure and capacity. Prepare construction details.
  - <u>Roadway Design</u>: Develop horizontal and vertical alignments for roadway, curb and gutter, and sidewalk. Prepare pavement design, typical section, cross sections and construction details.
  - o <u>Stormwater Design</u>: Determine storm sewer inlet and discharge locations. Develop routing and sizing for storm sewer and surface water drainage and storm water management practices. Prepare construction details.

MSA will revise the existing conditions 1D/2D XP-SWMM model of the southwest portion of the City to evaluate the size and effectiveness of the proposed 4-ft x 8-ft box culvert under W. Linden Street. The model will be used to determine the estimated reduction in flooding on W. Linden Street relative to existing conditions for the 10-yr, 25-yr, and 100-yr rainfall events. The following conditions are noted:

- 1.) Previous modeling work conducted by MSA indicates that much of the reported flooding in the study area is due to stormwater runoff flowing south overland toward W. Linden Street. This project may result in the reduction in accumulation of floodwater on W. Linden Street, but will have little or no reduction in flooding conditions for properties affected by overland flow.
- 2.) Improvements evaluated as part of the project may have the effect of increasing discharge rates directed to downstream areas. This study does not include evaluation of downstream infrastructure and MSA cannot advise the City as to the potential increase in flood risk to

downstream properties resulting from implementation of any storm system improvements within the project limits.

Deliverables – None. Activities conducted under this task will guide the development of construction plans and specifications delivered under other activities.

- <u>Erosion Control Design</u>: Determine location and type of erosion control devices needed to meet regulatory requirements.
- <u>Traffic Control Design</u>: Determine location and type of traffic control devices needed to safely route traffic around and through the construction site.
- <u>Construction Cost Estimate</u>: Develop a preliminary construction cost estimate based on preliminary plans. Develop an Engineers Estimate of Construction cost based on quantities computed from final plans.
- o <u>Coordination with residential Property Owner:</u> Work with the existing property owner on driveway installation, removal and utility installation.
- Plan Preparation and Drafting
  - <u>Preliminary Plan Preparation</u>: Prepare preliminary plans showing topographic survey information, horizontal and vertical alignments of utilities and roadway, typical roadway cross section, and typical construction details.
  - o <u>Final Plan Preparation</u>: Prepare final plans based on preliminary plans, Owner feedback, and additional design development.
- Specifications
  - o <u>Specifications</u>: prepare technical specifications, special procedures, bidding documents and construction contracting documents.
- Utility Coordination
  - o Coordination and Communication
    - Inform private utility companies (gas, electric, and communications) of the project scope and timeline.
    - Note utility locations (as provided by utility companies and/or one-call locate) on the project plans.
    - Provide utility companies with preliminary and final plans for the project.
    - Invite utilities to pre-construction meeting.
  - <u>Coordinate utility service to project</u>: Coordinate with Utility for service to the project.
- Agency Coordination
  - Coordination with CN on the installation of the box culvert in their Right of Way, ditching and hydraulics for sizing the culverts that cross their tracks.
- Permits: Prepare permit application and required attachments for:
  - WisDNR Notice of Intent (NOI) for Construction Site disturbance greater than 1 acre.
  - o Permit to install storm water utilities on CN Right of way

Page 3 of 5

(Attachment A: Scope of Project and Services) \\msa-ps.com\fs\Project\07\07681\07681046\Contract\Scope of Services.docx



- Design Meetings
  - <u>Project kick-off</u>: Attend one meeting with staff prior to starting work on the project.
  - o <u>Preliminary Plan review</u>: Attend one meeting with staff after preliminary plans are complete, prior to starting final plans.
  - o <u>Final Plan review</u>: Attend one meeting with staff, and one meeting with elected officials.
  - o Unless otherwise noted, all meetings will take place at City Hall.
- 2. Bidding
  - Administer Contractor Prequalification Process
  - Assist Owner in Advertising and Soliciting for Bids
  - Administer Bid Document Distribution Process utilizing QuestCDN
  - Issue Addenda as appropriate to clarify, correct, or change the bidding documents
  - Conduct an Electronic Bid Opening located at MSA's Office
  - Prepare Tabulation of Bids
  - Assist Owner in evaluating bids and in assembling and awarding construction contracts.
- 3. Construction Administration (Not Included)
- 4. Construction Staking (Not Included)
- 5. Construction Observation (Not Included)
- 6. Post Construction (Not Included)

### SUBCONSULTANTS

MSA recommends that the Owner contract directly with a third-party consultant to complete the following tasks which are not included in our fee. MSA will assist in coordinating this work.

- Geotechnical Investigation
- Wetland delineation

### DELIVERABLES

MSA will provide the following deliverables:

- 1. Topographic base map: two electronic files, one AutoCAD dwg format (points and line work only). and one PDF format.
- 2. Survey documents: Easement descriptions and recordable documents for the City to obtain signatures and record.
- 3. Preliminary plans: two (2) paper copies, one PDF file of the preliminary plans, and construction cost estimate for Owner review.
- 4. Preliminary Construction Cost Estimate
- 5. Final plans: two (2) paper copies and one PDF file of the final plans and construction cost estimate, for Owner review.
- 6. Final Construction Cost Estimate

Page 4 of 5

(Attachment A: Scope of Project and Services) \\msa-ps.com\fs\Project\07\07681\07681046\Contract\Scope of Services.docx



- 7. Permit Applications: One PDF file (per application) containing permit application with attachments, and one paper copy for submittal to permitting authority.
- 8. Bidding Documents: two (2) paper copies, one PDF file of the bidding documents, including project manual, plan sets and any addenda.

### ADDITIONAL SERVICES

Services that are not included in the above Scope of Services can be provided under separate contract or by amending the scope and fee listed in this Agreement. Examples of additional services that may be needed or desired for completion of the project include:

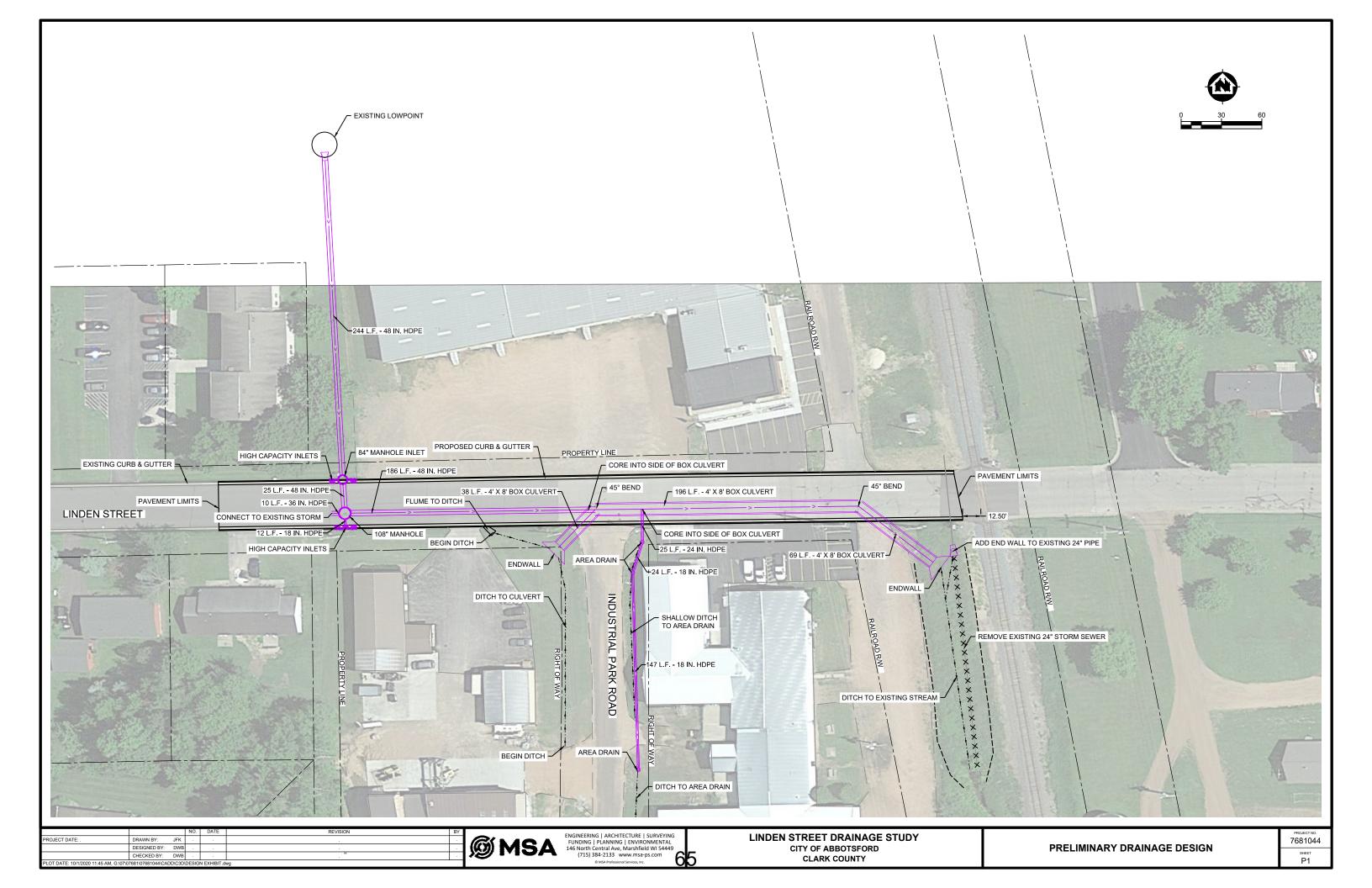
- 1. Assistance with description of easement or acquisition of real estate and/or temporary or permanent easement paperwork.
- 2. Research existing property boundaries survey the boundaries.
- 3. Survey mapping and monumentation
- 4. Utility system modeling
- 5. Funding applications and administration
- 6. Additional meetings not specifically listed in the scope.
- 7. Accommodations for environmental hazards, endangered species, or historical or cultural issues at or near the project site.
- 8. MSA assumes the site will be exempt from post construction storm water requirements.
- 9. Permit assistance related to surface waters and wetlands.
- 10. Variance requests (if required for permit applications included in the scope).
- 11. Updates to Owner's electronic Geographic Information System to reflect changes from project.

### PROJECT SCHEDULE

MSA anticipates the following estimated project schedule:

Date	Milestone
October 2020	Owner approves Professional Services Agreement
October 2020	MSA begins work
January 2021	Preliminary Plans complete
February 2021	Final Plans complete, Permit applications submitted
March 2021	Bidding process
April 2021	Owner awards construction contract
May 2021 to July 2021	Construction
August 2021	Project Closeout





# City of Abbotsford, Clark County, Wisconsin Project: Upsize Storm Sewer on Linden St

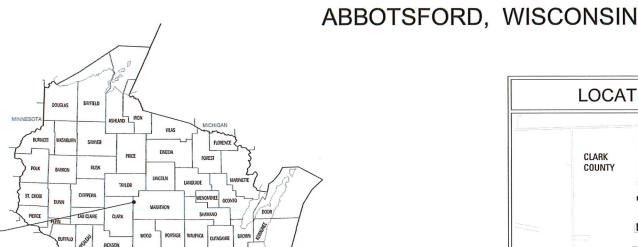
Reconstruction Length	550	
Reconstruction Width Back of Curb to Back of Curb	36	30" curb
Water and Sewer Services		
Driveways		
ROW Width	65	

ITEM	ITEM DESCRIPTION	ESTIMATED		UNIT	TOTAL
NO.	Base Bid	QUANTITY	UNITS	PRICE	PRICE
1.		1	10	¢ 22,000,00	¢ 22.000.00
	Mobilization, Bonds, and Insurance	1	LS	\$ 33,800.00	
2.	Traffic Control	1	LS	\$ 4,300.00	
3.	Erosion and Sedimentation Controls	1	LS	\$ 6,400.00	
4.	Site Maintenance and Restoration	1	LS	\$ 12,700.00	+ /
5.	Clearing and Grubbing	0	LS	\$ 4,300.00	-
6.	Dewatering	0	LS	\$ 8,500.00	\$-
	Watermain				
7.	6-Inch DI Water Main	0	LF	\$ 40.00	\$-
8.	8-Inch DI Water Main	0	LF	\$ 45.00	
9.	10-Inch DI Water Main	0	LF	\$ 50.00	
10.	Hydrant Complete	0	EA	\$ 3,000.00	
11.	6-Inch Gate Valve & Box	0	EA	\$ 1,100.00	
12.	8-Inch Gate Valve & Box	0	EA	\$ 1,500.00	
13.	10-Inch Gate Valve & Box	0	EA	\$ 2,100.00	
14.	8-Inch X 6-Inch Tee	0	EA	\$ 500.00	\$
15.	10-Inch X 6-Inch Tee	0	EA	\$ 500.00	\$-
16.	Bends, Plugs, Reducers	0	EA	\$ 400.00	\$-
17.	1-Inch Corp., Tap, Curb Stop & Box	0	EA	\$ 400.00	\$-
18.	1-Inch Copper Water Service	0	LF	\$ 24.00	\$-
19.	2-Inch Copper Water Service	0	LF	\$ 36.00	\$-
20.	Connect To Existing Water Main	0	EA	\$ 1,000.00	\$-
	Sanitary Sewer				
21.	8- PVC Sanitary Sewer	0	LF	\$ 35.00	\$-
22.	10- PVC Sanitary Sewer	0	LF	\$ 40.00	\$-
23.	12- PVC Sanitary Sewer	0	LF	\$ 45.00	\$-
24.	Sanitary Manhole Type 1, Complete	0	EA	\$ 3,500.00	
25.	8-Inch X 6-Inch Sewer Wye And Connection To			\$ 250.00	\$-
	Existing Sewer Lateral	0	EA		
26.	6-Inch PVC Sanitary Lateral	0	LF	\$ 25.00	\$-
27.	Connect To Existing Sanitary Sewer	0	EA	\$ 400.00	\$ -
28.	Televising Investigations Allowance	0	LF	\$ 2.00	\$ -
-	Storm Sewer			•	*
29.	Storm Inlet - 2x3	0	EA	\$ 1,800.00	\$ -
30.	High Capacity Storm Inlet	5	EA	\$ 3,000.00	-
30. 31.	Storm Manhole, 4-Foot Dia.	0	EA	\$ 2,500.00	
32.	Storm Manhole, 5-Foot Dia.	0	EA	\$ 3,000.00	
33.	Storm Manhole, 6-Foot Dia.	0	EA	\$ 3,000.00	
34.	Storm Manhole, 7-Foot Dia.	1	EA	\$ 6,000.00	
35.	Storm Manhole, 8-Foot Dia.	0	EA	\$ 8,000.00	\$ -
36.	Storm Manhole, 9-Foot Dia.	1	EA	\$ 10,000.00	
30. 37.	12-Inch HDPE Storm Sewer	0	LF	\$ 30.00	
38.	15-Inch HDPE Storm Sewer	0	LF	\$ 35.00	
30. 39.	18-Inch HDPE Storm Sewer	183	LF	\$ 33.00	Ŧ
	24-Inch HDPE Storm Sewer				
40.		25	LF		\$ 1,250.00
41.	30-Inch HDPE Storm Sewer	0			
42.	36-Inch HDPE Storm Sewer	10		\$ 65.00	
43.	42-Inch HDPE Storm Sewer	0		\$ 70.00 \$ 75.00	
44.	48-Inch HDPE Storm Sewer	455	LF	\$ 75.00	
45.	12-Inch RCP Storm Sewer	0		\$ 35.00	
46.	15-Inch RCP Storm Sewer	0		\$ 40.00	
47.	18-Inch RCP Storm Sewer	0	LF	\$ 45.00	
48.	24-Inch RCP Storm Sewer	0	LF	\$ 55.00	
49.	30-Inch RCP Storm Sewer	0	LF	\$ 75.00	
50.	36-Inch RCP Storm Sewer	0	LF	\$ 85.00	\$-

<b>C</b> 4		0		¢	100.00	¢	
51.	42-Inch RCP Storm Sewer	0	LF	\$	100.00		-
52.	48-Inch RCP Storm Sewer	0	LF	\$	120.00		-
53.	3'x6' RCP Box Culvert Storm Sewer	0	LF	\$	600.00	Ŧ	-
54.	3'x8' RCP Box Culvert Storm Sewer	0	LF	\$	650.00		-
55.	4'x8' RCP Box Culvert Storm Sewer	303	LF	\$	700.00		212,100.00
56.	Apron Endwall for RCP Culvert Pipe 24-Inch	0	<b>E</b> 4	\$	750.00	\$	-
<b>F7</b>	Anney Frankvell (as DOD Orderet Disc. 40 Jack	0	EA	¢	4 500 00	¢	4 500 00
57.	Apron Endwall for RCP Culvert Pipe 48-Inch	1	EA	\$	1,500.00		1,500.00
58.	Apron Endwall for RCP Culvert Box 3'x6'	0	EA	\$	2,000.00		-
59.	Apron Endwall for RCP Culvert Box 3'x8'	0	EA	\$	2,000.00		-
60.	Apron Endwall for RCP Culvert Box 4'x8'	2	EA	\$	2,500.00		5,000.00
61.	Area Drain Inlet	3	EA	\$	1,500.00		4,500.00
62.	6-Inch Underdrain	0	LF	\$	12.00	+	-
63.	2-Inch Rigid Polystyrene Insulation	0	SF	\$	2.50		-
64.	Connect to Existing Storm Sewer	2	EA	\$	500.00		1,000.00
65.	Core Pipe into Box Culvert	2	EA	\$	1,000.00		2,000.00
66.	Stormwater Detention Pond	0	LS	\$	69,000.00	\$	-
	Street Reconstruction						
67.	Excavation Common	550	LF	\$	25.00	\$	13,750.00
68.	Rock Excavation	0	CY	\$	150.00	\$	-
69.	Excavation Below Subgrade (EBS)	0	CY	\$	35.00		-
70.	Geotextile Fabric SAS	2606	SY	\$	2.50		6,515.00
70. 71.	Select Crushed Material (12-inch Depth)	2481	SY	\$	9.00		22,329.00
72.	Base Aggregate Dense 3/4 - Inch (3-Inch	0	SY	\$	6.00		22,323.00
73.	Base Aggregate Dense 3/4 - Inch (4-Inch			\$ \$		\$	-
73. 74.	Base Aggregate Dense 3/4 - Inch (4-Inch Base Aggregate Dense 3/4 - Inch (8-Inch	0	SY	<b>Ъ</b>	6.50	Э	-
74.	Depth)	0	SY	\$	8.00	\$	-
75.	Base Aggregate Dense 1 1/4-Inch (9-Inch Depth)	0404	SY	¢	7.00	¢	47.007.00
76.	Base Aggregate Dense 1 1/4-Inch (12-Inch	2481	51	\$	7.00	\$	17,367.00
70.	Driveway Depth)	342	SY	\$	10.00	\$	3,420.00
77.	3-Inch Thick Asphaltic Surface	0	SY	φ \$	12.00		-
77. 78.	3.5-Inch Asphalt Pavement	_					-
		0	SY	\$	14.00		-
79.	4-Inch Asphalt Pavement	1931	SY	\$	16.00	\$	30,896.00
80.	2.5-Inch Asphalt Driveway	163	SY	\$	25.00	\$	4,075.00
81.	6-Inch Thick Concrete Driveway w/6-Inch Base	18	SY	\$	45.00	\$	810.00
82.	Concrete Flume	1	EA	\$	500.00	\$	500.00
83.	Rip Rap	5	CY	\$	75.00	\$	375.00
	Curb and Gutter						
84.	30-Inch Type D Curb and Gutter	1100	LF	\$	20.00	\$	22,000.00
-	Concrete Sidewalks/Multiuse Trail						,
85.	4-Inch Thick Concrete Sidewalk w/ 6-Inch Base	0	0)/	¢	24.00	¢	
96	Detectable Warning Fields	0	SY	\$ ¢	34.00	\$ ¢	-
86.	Detectable Warning Fields	0	EA	\$	400.00	\$	-
87.	10 Foot Wide Multiuse Trail 2-Inch Thick	-	01/	¢	05.00	¢	
L	Asphaltic Surface w/6-Inch Base	0	SY	\$	25.00	\$	-
00	Streetscape					<u> </u>	
88.	Lighting, Conduit, Control	0	EA	\$	6,000.00		-
89.	Retaining Wall	0	SF	\$	40.00		-
90.	Decrative Concrete	0	SY	\$	60.00		-
91.	1-1.5 Inch Diameter Trees	0	EA	\$	130.00		-
Subto	al of Water, Sanitary Sewer, Street Reconstruction,	Curb and Gutter	r, Sidewal	k, Streetscape		\$	422,482.00
Base I	Bid					\$	57,200.00
Total S	Street Improvement					\$	479,682.00
CONT	INGENCIES (15%)					\$	71,952.30
ENGINEERING (20%)						\$	110,400.00
	ECHNICAL INVESTIGATIONS ALLOWANCE					١Ť	
	L AND ADMINISTRATIVE ALLOWANCE (2.5%)					\$	-
	AND EASEMENT ACQUISITION ALLOWANCE					l ·	
COST ESCALATION (INFLATION 3% per annum)					\$		
PROJECT TOTAL					э \$	- 663,000.00	
FKOJ						φ	003,000.00
SUBT	OTAL WATER IMPROVEMENTS					\$	-
SUBTOTAL SANITARY SEWER IMPROVEMENTS					\$	_	
						\$	471,487.63
SUBTOTAL STORM SEWER						Ψ	411,401.03

SUBTOTAL STREET RECONSTRUCTION	\$ 156,987.83
SUBTOTAL CURB & GUTTER	\$ 34,524.55
SUBTOTAL CONCRETE SIDEWALKS	\$ -
SUBTOTAL STREETSCAPE	\$ -
	\$ 663,000.00

# XCEL ENERGY ABBOTSFORD SERVICE CENTER



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D IN THESE DOCUVENTS, SHALL STRICTLY DDES AND ORDINANCES, IN THE EVENT OF CONFLICTS SCULPEVENT SHALL COVERN AND BE NET

SHALL BE RESPONSIBLE FOR VERIFYING LOCATIONS OF ITTES, EASEVENTS, PROPERTY BOUNDARIES AND

ORS SHALL BE RESPONSIBLE TO VERIFY THE SOIL BEARING \*/ GEOTECHNICAL TESTING & GEOTECHNICAL ENGINEER

CONTRACTORS SHALL MAKE PROVISIONS TO MAINTAIN OWNER'S ACCESS TO THE YARD AND BUILDINGS DURING CONSTRUCTION FOR ONGOING SITE OPERATIONS AND FUNCTIONS.

CONTRACTORS TO COORDINATE WITH OWNER LOCATIONS FOR MATERIAL STORAGE/LAYDOWN AREA, STOCKPILES, DUMPSTERS, ETC.

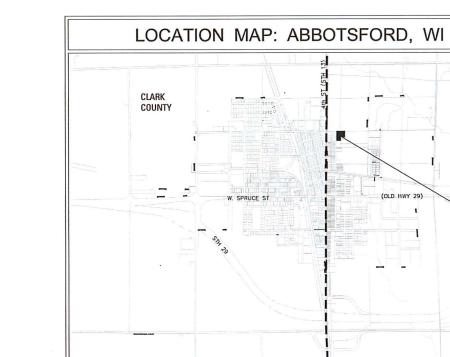
SHALL BE RESPONSIBLE FOR SCHEDULING AND EXTENSION OF NATURAL GAS, SANTARY SEWER, ELECTRICAL CABLE AND TELEPHONE SERVICE TO THE BUILDING.

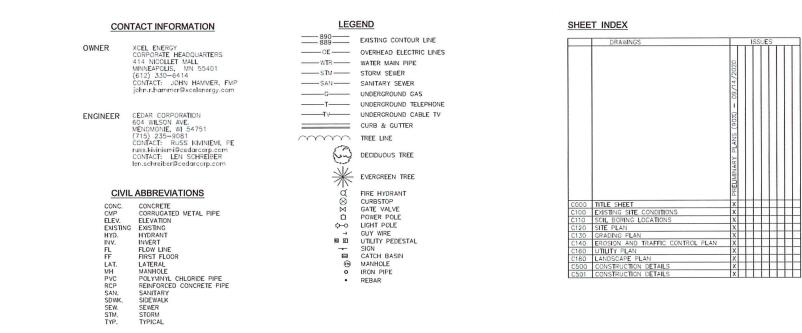
GENERAL PROJECT NOTES

THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE PUBLIC AND ADJACENT PROFERIES FROM DAMAGE THROUGHOUT

ANY EXISTING UTILITIES TO BE ABANDONED SHALL BE PROPERLY DISCONNECTED, PLUGGED OR CAPPED, AS REQUIRED BY CODE OR LOCAL GREEN ROCK

WISCONSIN



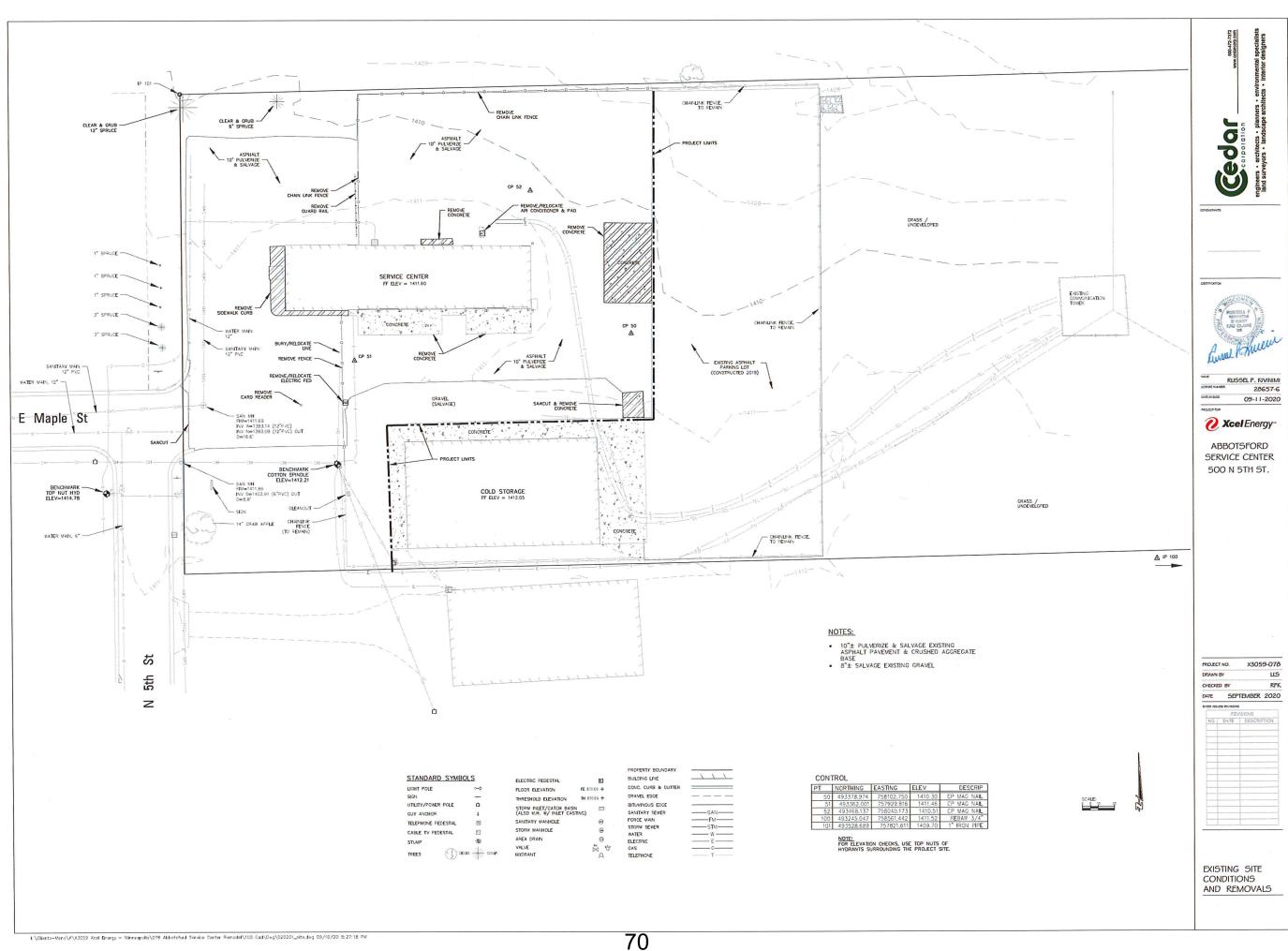


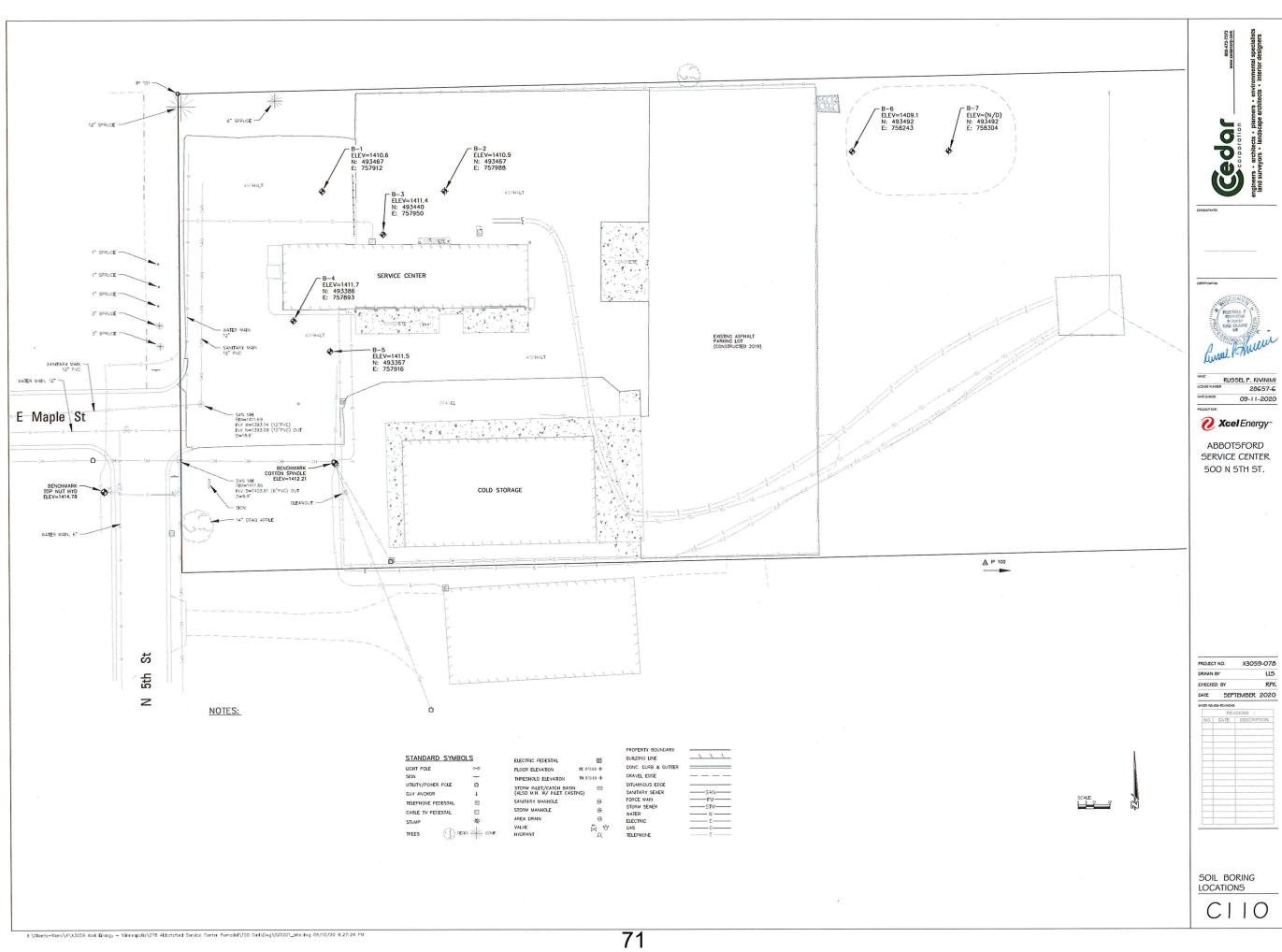
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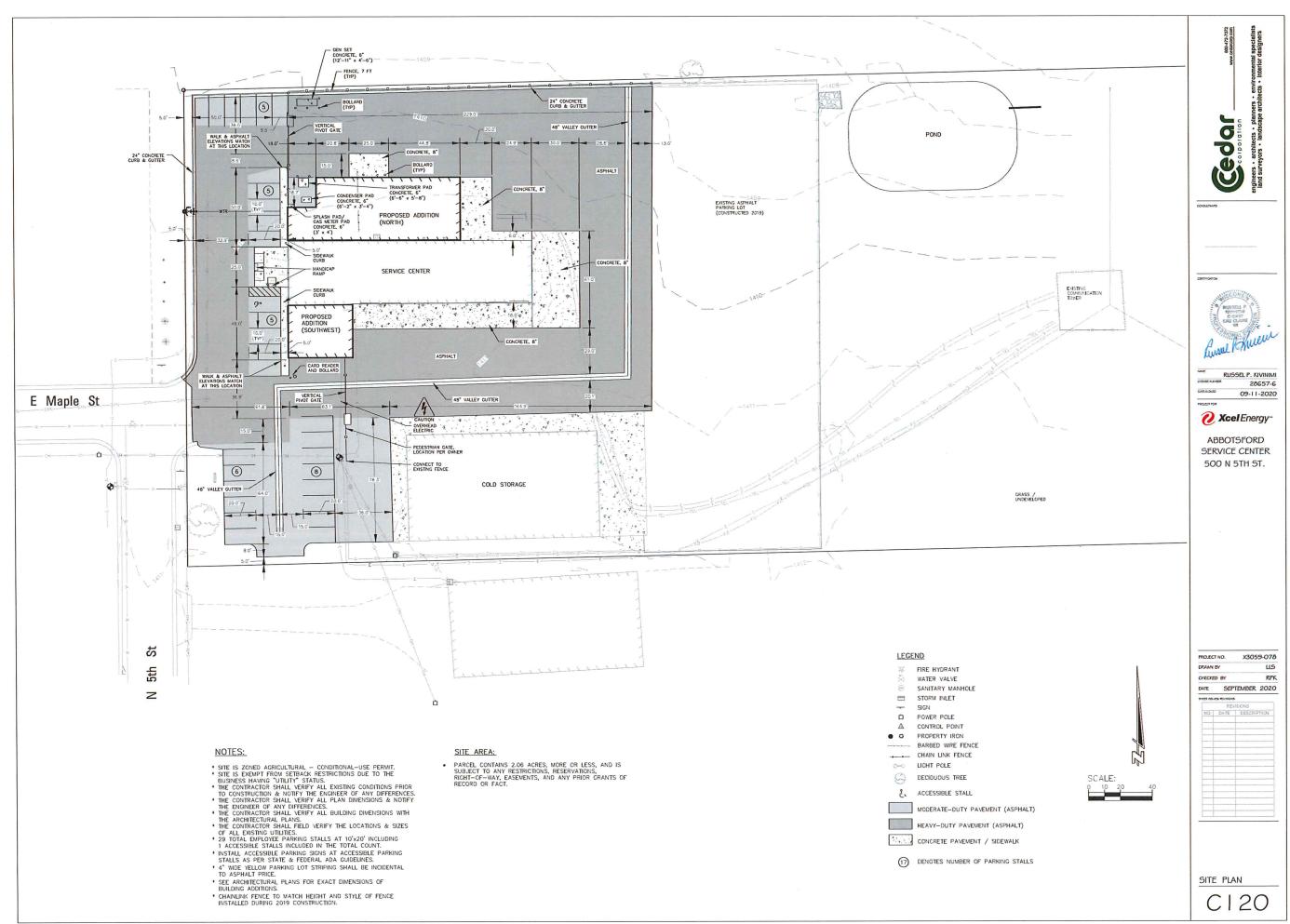
ABBOTSFORD, WI

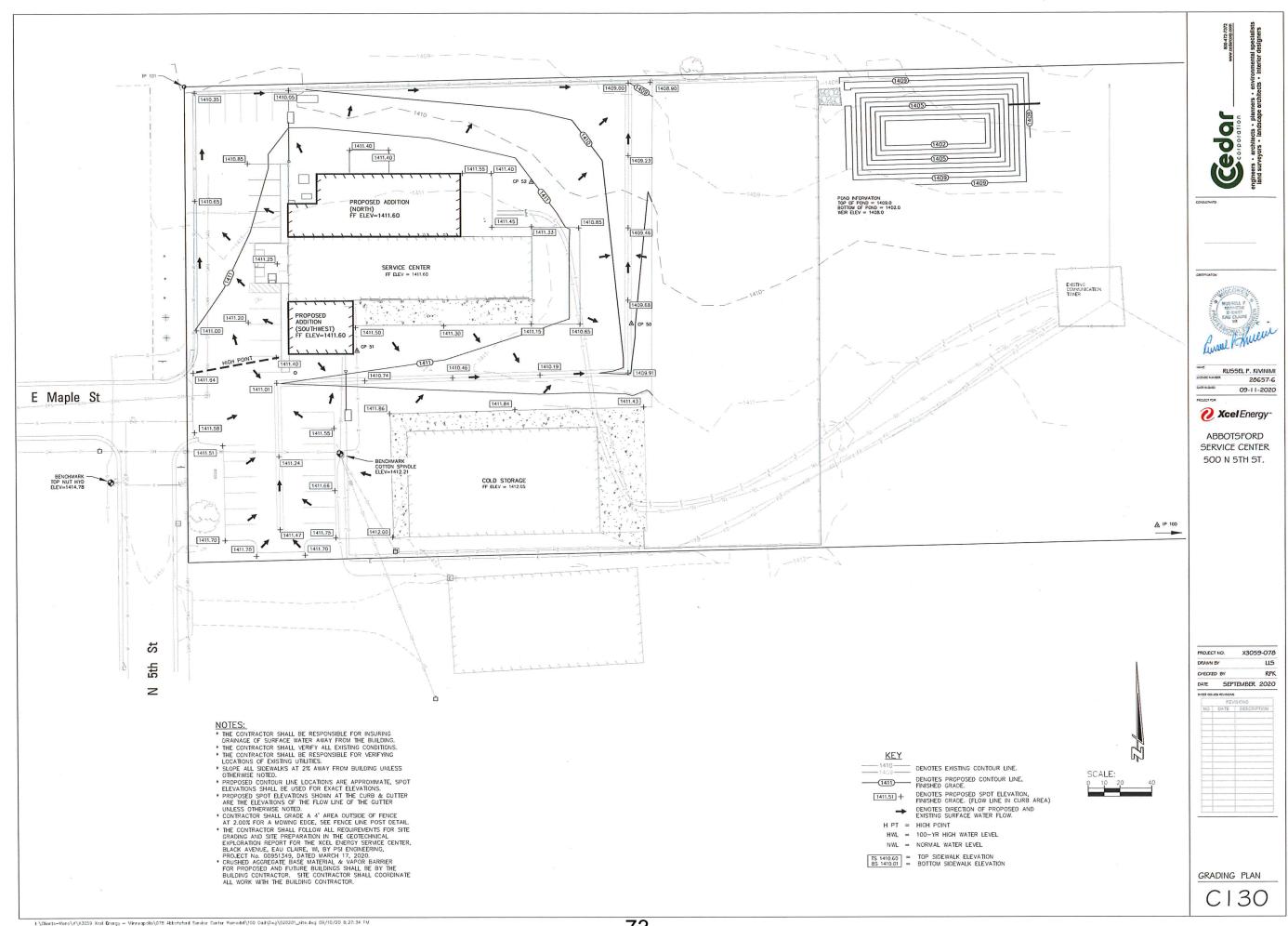


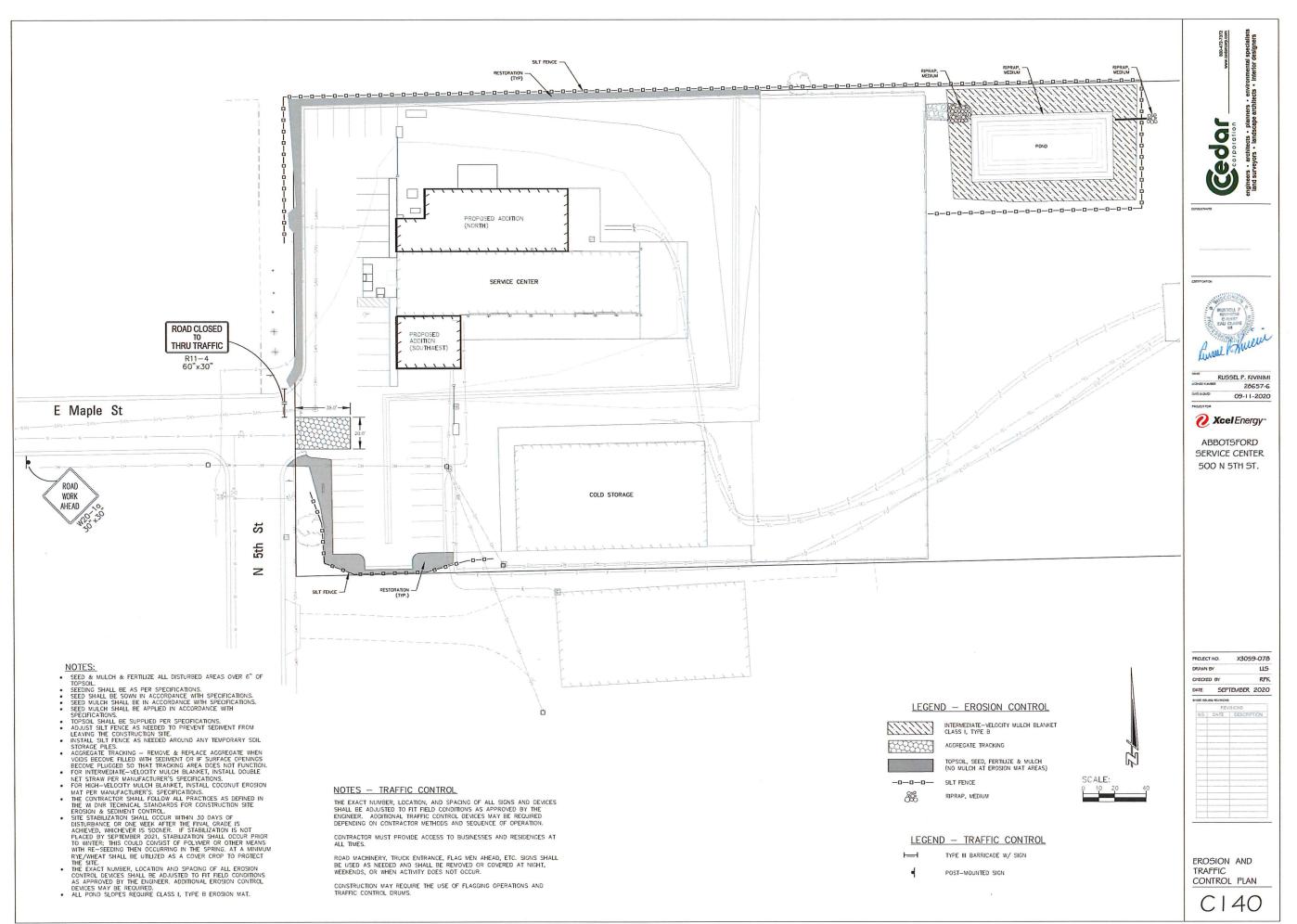
Cedar OV5 STATE RUSSEL P. KIVINIMI DOD NOC N 28657-6 -----09-11-2020 **2 Xcel**Energy-ABBOTSFORD SERVICE CENTER 500 N 5TH ST. x3059-078 PROJECT NO. DRAWN BY ШS CHECKED BY RPK DATE SEPTEMBER 2020 erena auto aveces NO. DATE DESCRIPTION TITLE SHEET C000

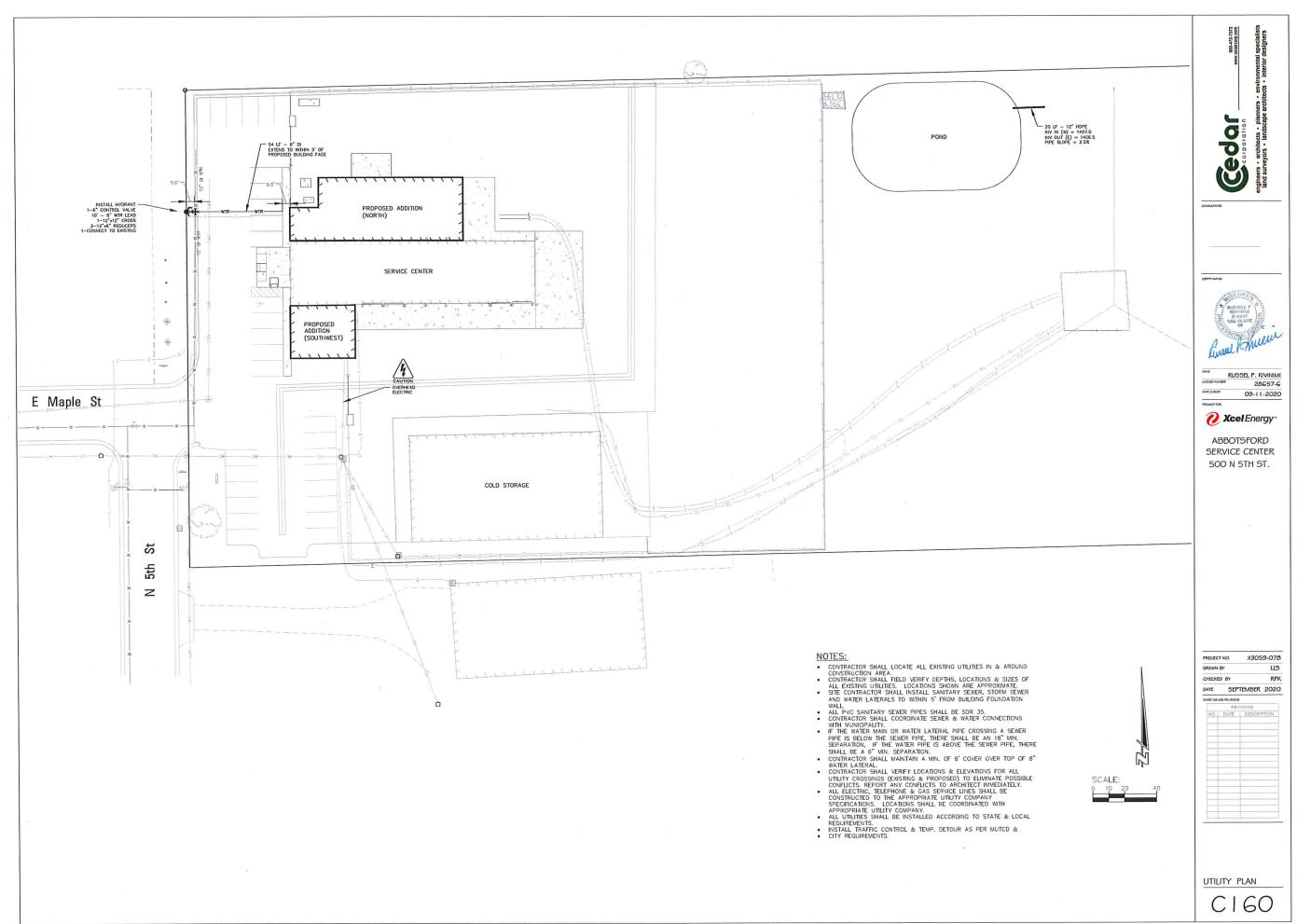


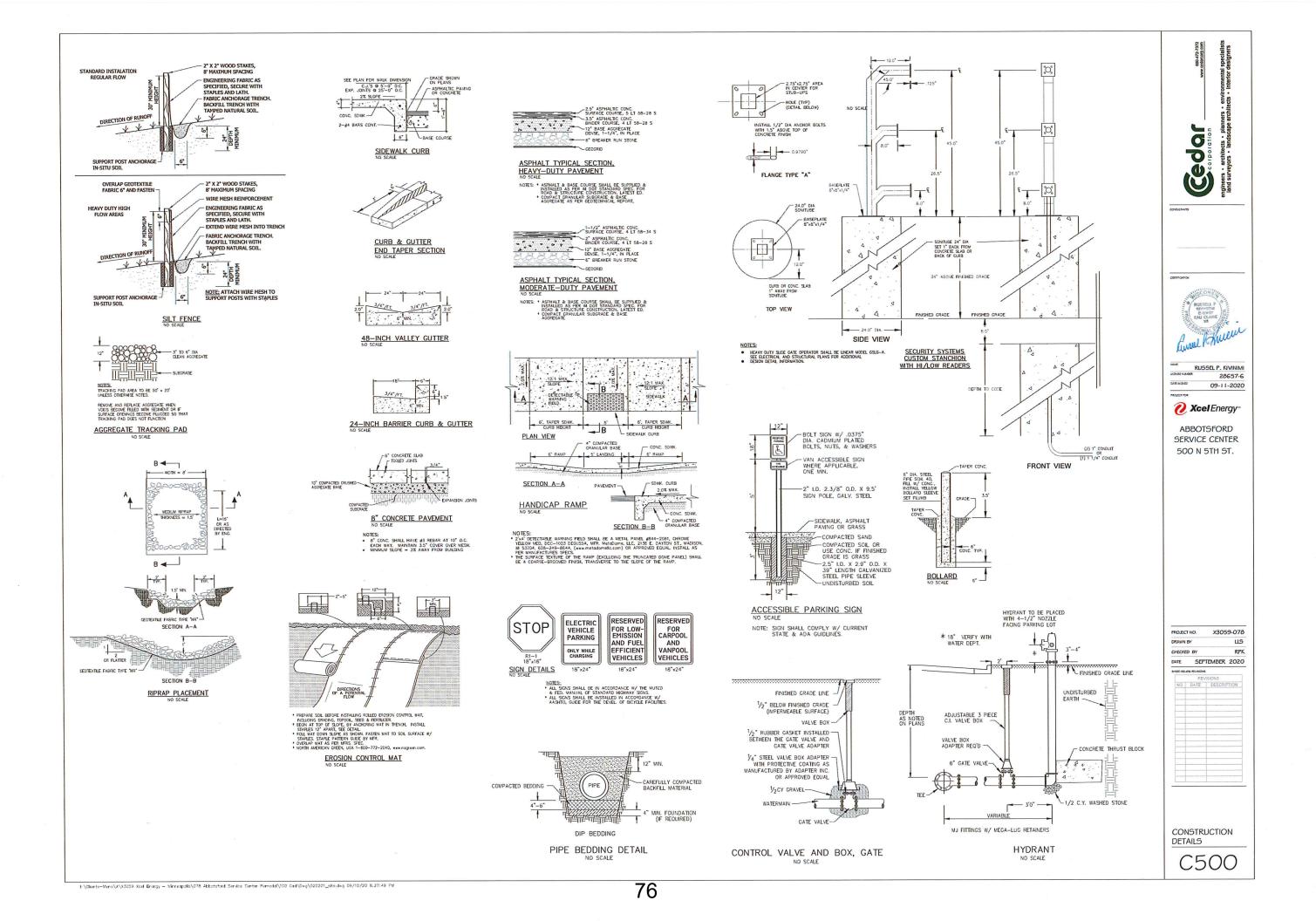


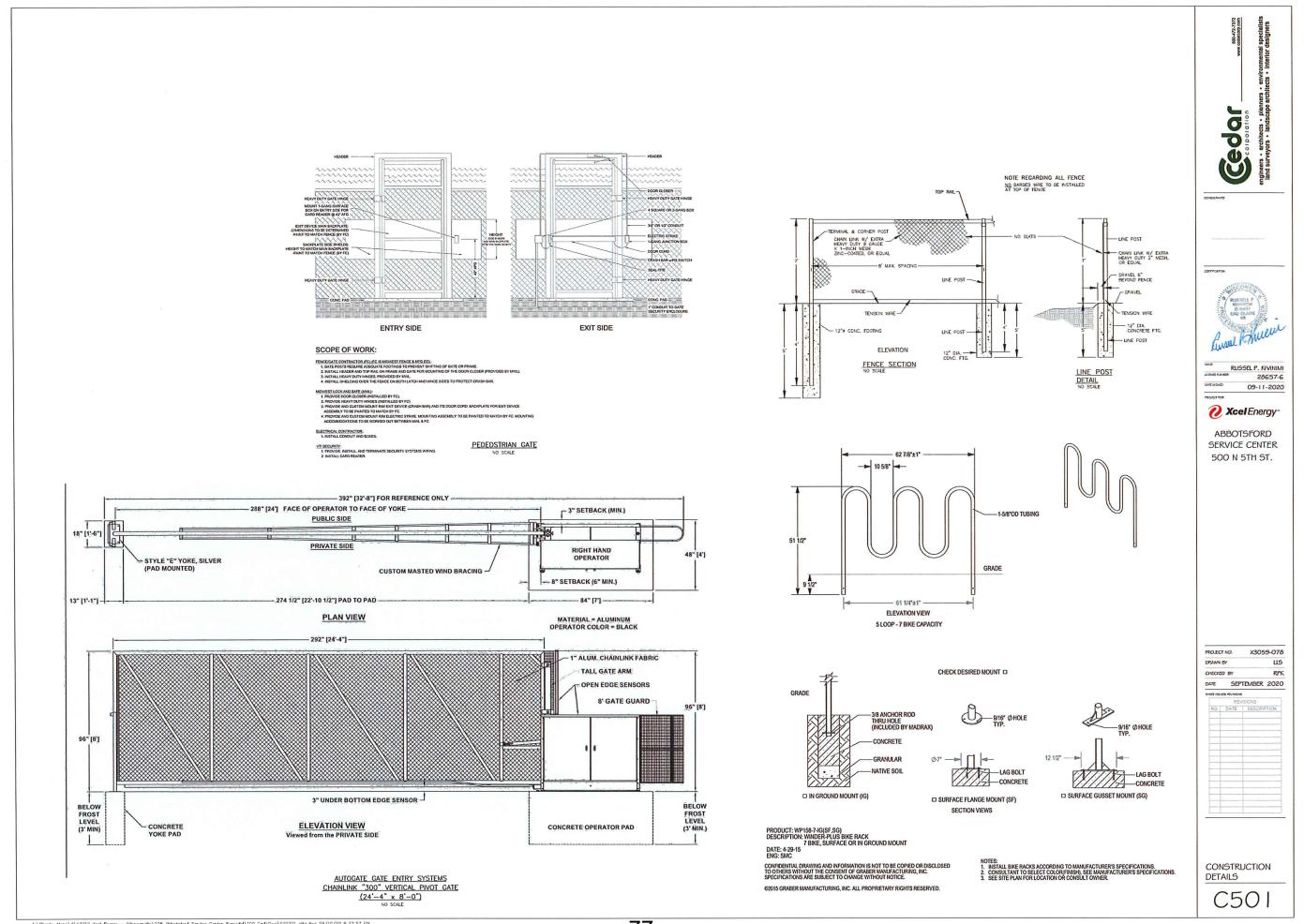






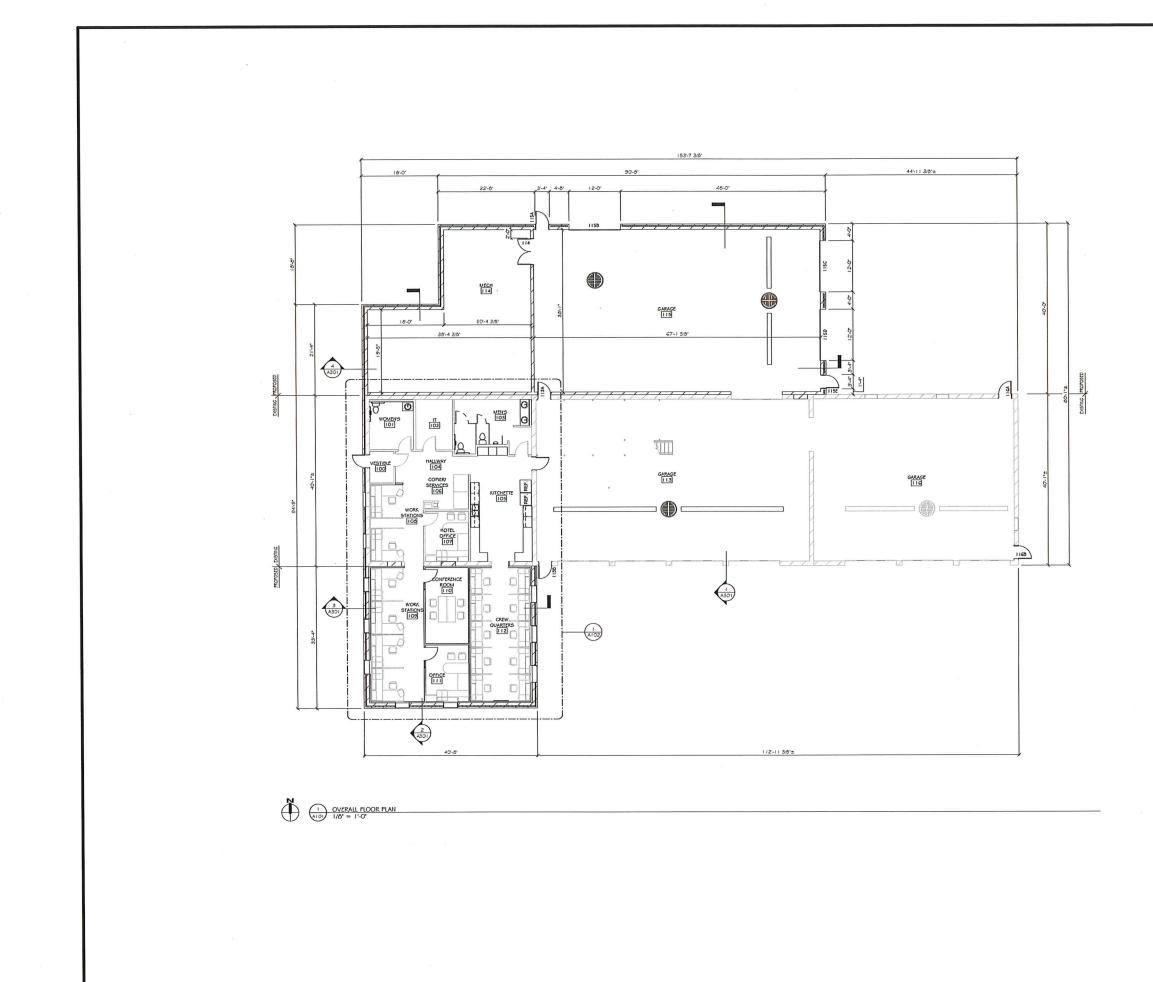


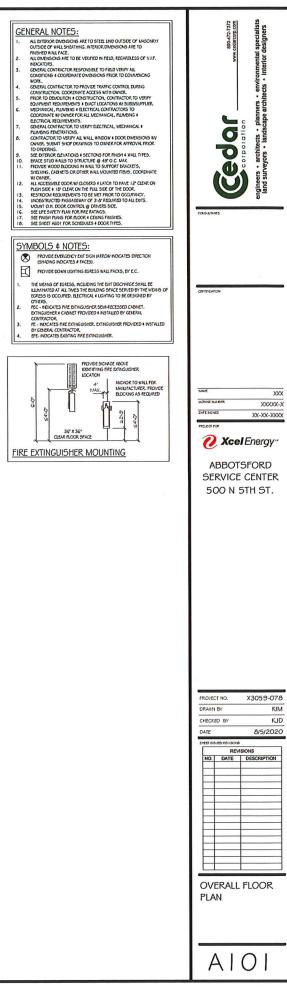


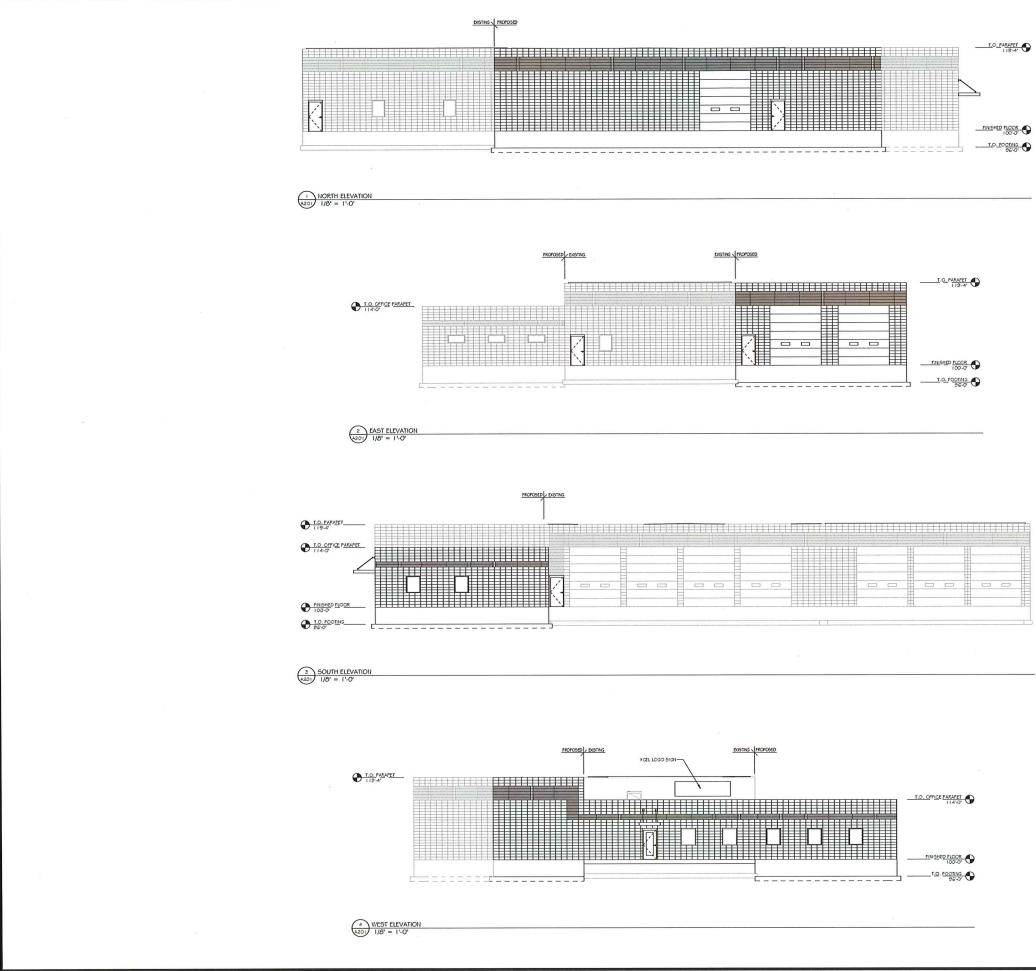


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300-47 spec Gedar Approve LCDICK NUMBER Designer 07/22/02 🕖 Xcel Energy --ABBOTSFORD SERVICE CENTER 500 N 5TH ST. FR.OJECT NO. X3059-078 DRAMN BY KIN CHECKED BY KID 8/5/2020 REVISIONS NO. DATE DESCRIPTION BUILDING ELEVATIONS A20



UniFirst Corporation 2400 Industrial Street Wisconsin Rapids, WI. 54495 Phone: (715) 423-4640

September 14, 2020

Josh Soyk City of Abbotsford 1001 W. Elm Street Abbotsford, WI. 54405

Dear Josh,

Regarding the uniform program:

The cost for a 3-year (36 month) agreement will not exceed \$9168.66. As discussed, this does not include additional fees for adding additional employees to the invoice after the installing invoice.

The additional fees are included at the bottom part of my quote.

If there are any questions, please don't hesitate to call.

Regards,

## Ryan J. Rapshus

Route Sales Consultant

UniFirst Corporation 2400 Industrial Street Wisconsin Rapids, WI. 54495 715.423.4640 Cell: 630.234.0487 ryan\_rapshus@unifirst.com



#### City of Abbotsford PO Box 589

#### 1001 W. Elm Street

Abbotsford, WI. 54405

Josh Soyk

UniFirst Corp. 2400 Industrial Street Wisconsin Rapids, WI. 54495 Ryan Rapshus

John Smith		Qty	Price	Total
10DO	Performance Pant	11	\$0.38	\$4.18
0202	Shop Shirt	11	\$0.14	\$1.54
		22		\$5.72

Josh Soyk		Qty	Price	Total
10MX	Mimix Pant	11	\$0.36	\$3.96
04MM	Performance Polo	11	\$0.21	\$2.31
		22		\$6.27

Craig Stuttgen		Qty	Price	Total
10MX	Mimix Pant	11	\$0.36	\$3.96
04MM	Performance Polo	11	\$0.21	\$2.31
3002	Coverall	2	\$0.26	\$0.52
		24		\$6.79

Craig Stuttg
10MX
06MX
04MT
3002

John Smith 1002 0202

Josh Soyk 10MX 06MX

Bill Colby		Qty	Price	Total
0202	Shop Shirt	11	\$0.14	\$1.54
12UH	Carpenter Jean	11	\$0.26	\$2.86
3002	Coverall	2	\$0.26	\$0.52
		24		\$4.92

Vern Leffel		Qty	Price	Total
0202	Shop Shirt	11	\$0.14	\$1.54
10DO	Performance Pant	11	\$0.38	\$4.18
3002	Coverall	2	\$0.26	\$0.52
		24		\$6.24

Jeremy Geiger		Qty	Price	Total
10DO	Performance Pant	11	\$0.38	\$4.18
02IY	Shop Tee Shirt	11	\$0.25	\$2.75
3002	Coverall	2	\$0.26	\$0.52
		24		\$7.45

Justin Meyer		Qty	Price	Total
10MX	Mimix Pant	11	\$0.36	\$3.96
02IY	Shop Tee Shirt	11	\$0.25	\$2.75
		22		\$6.71

Bill Colby	
07WW	
1144	
3002	

Vern Leffel
07WW
10DO
3002

Jeremy G	ei
10DO	
02IY	
3002	

Justin	Meye
1144	
02IY	

Uniform	n Totals	162		\$44.10	Uniform To
Garmer	nt Maint. Program	162	\$0.04	\$6.48	Garment M
Prep Pro	ogram	162	\$0.04	\$6.48	Prep Progra
			40.00		
DEFE	Service Fee	1	\$3.50	\$3.50	DEFE
			1		
Week-In/Week-Out				\$60.56	Week-In/W
Uniform	n Charges		***1-Time	<u>,</u> ***	Uniform Ch
	Name Emblem		.45/		
	Company Emblem		1.50/		
	Prep Charge		.75/		
***Prer	o and Emblem Fees WAI	VED for INS <sup>-</sup>	TALL***		***Prep an

	Qty	Price	Total
Softwill Pants	11	\$0.22	\$2.42
Shop Shirt	11	\$0.14	\$1.54
	22		\$3.96

	Qty	Price	Total
Mimix Pant	11	\$0.36	\$3.96
Mimix Shirts	11	\$0.29	\$3.19
	22		\$7.15

<i>ş</i> en	Qty	Price	Total
Mimix Pant	11	\$0.36	\$3.96
Mimix Shirts	5	\$0.29	\$1.45
2 Color Snag Proof Polo	6	\$0.29	\$1.74
Coverall	2	\$0.26	\$0.52
	24		\$3.71

	Qty	Price	Total
Wrangler Workwear Canvas Shirt	11	\$0.32	\$3.52
Wrangler Relaxed Fit Jeans	11	\$0.33	\$3.63
Coverall	2	\$0.26	\$0.52
	24		\$7.67

	Qty	Price	Total
Wrangler Workwear Canvas Shirt	11	\$0.32	\$3.52
Performance Pant	11	\$0.38	\$4.18
Coverall	2	\$0.26	\$0.52
	24		\$8.22

ger	Qty	Price	Total
Performance Pant	11	\$0.38	\$4.18
Shop Tee Shirt	11	\$0.25	\$2.75
Coverall	2	\$0.26	\$0.52
	24		\$7.45

er	Qty	Price	Total
Wrangler Relaxed Fit Jeans	11	\$0.33	\$3.63
Shop Tee Shirt	11	\$0.25	\$2.75
	22		\$6.38

tals	140	\$41.35
		· · · · · · · · · · · · · · · · · · ·

laint. Program	162	\$0.04	\$6.48
am	162	\$0.04	\$6.48

Service Fee	1	\$3.50	\$3.50
/eek-Out			\$57.81

larges	***1-Time***
Name Emblem	.45/
Company Emblem	1.50/
Prep Charge	.75/
d Emblem Fees WAIVED for INSTAL	L***

### **ASSESSOR**

City Assessor – RFQ's sent to 11 of the 12 assessors that work in Clark County. The 12 is the City's current assessor. Most assessors declined to bid. Below are the results.

Associated Appraisal (Current appraiser) -

2021 - \$11, 300 plus \$10 for each personal property and monthly mobile home account, and \$2 for building on leased land – Maintenance Only

2022 - \$11,400 plus \$10 for each personal property and monthly mobile home account, and \$2 for building on leased land - Maintenance Only

2023 \$11,500 plus \$10 for each personal property and monthly mobile home account, and \$2 for building on leased land - Maintenance Only

3% increases for each year after

#### Chimney Rock Appraisal -

2021 - \$16,200 – Maintenance only

2022 - \$16,200 – Maintenance only

2023 - \$16,200 - Full revaluation would occur.

Bowmar Appraisal -

- 2021 \$19,600 Maintenance
- 2022 \$19.600- Maintenance and start revaluation
- 2023 \$19,600 Revaluation completed
- 2024 \$19,600 Maintenance

### **Auditor**

RQS's sent to the following Accounting Firms

Clifton Larson – Declined to Bid

Hawkins Ash – 3 year agreement

2020=\$23,000

2021=\$23,690

2022=\$24,400

Additional services will be billed out at \$60/hr - \$300/hr.

Johnson Block (Current Auditor) – 3 year agreement.

2020=\$19,575 2021=\$20,125 2022=\$20,725

Kerber Rose –

2020 - \$20,500

2021 - \$21,050

2022 - \$21,650

Wipfli – Declined to Bid

### Landfill Monitoring

Cedar Corporation (Current Land Fill Monitor) – 3 year contract in the of \$5,450 per year 2021-2023

MSA – 1 year contract in the amount of \$7,375.

SEH - 5 year contract. \$6,300/year for 2021-2024 and \$7,900 for 2025 when 5 year report must be filed for a total of \$33,100 over 5 years.

#### **Dan Grady**

From: Sent: To: Subject: Mark Brown <markb.apraz@gmail.com> Wednesday, March 4, 2020 4:40 PM Dan Grady Re: BOR Date

#### Dan,

The updated contract is not an increase of 20% in one year but since 2002..... I kept the same reasonable (less than 1%) annual increases you have seen for the past 20 years into the new agreement. As an example here is a brief summary of charges from the last three years and an estimate for 2020:

2020 Maintenance: \$11,200 Personal Property: \$2,316 (using 2019 numbers) Total: **\$13,516** 

2019

Maintenance: \$11,150 Personal Property: \$2,316 Total: **\$13,466** 

2018 Maintenance: \$11,100 Personal Property: \$2,356 Total: **\$13,456** 

2017

Maintenance: \$11,050 Personal Property: \$2,756 Total: **\$13,806** 

I am available to discuss further if you have any questions or concerns.

Respectfully,

Mark Brown President Associated Appraisal Consultants, Inc. Phone: 920-749-1995 ext. 8802 Fax: 920-731-4158 <u>markb.apraz@gmail.com</u> For Property Search: <u>www.apraz.com</u>

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On Wed, Mar 4, 2020 at 3:55 PM Dan Grady <<u>d.grady@ci.abbotsford.wi.us</u>> wrote:

Hi Mark-

I can bring this to the City Council, but I think that they are going to ask me to bid this out if there is going to be a 20% increase in the rates.

<u></u> <u>Ř</u>9

#### Thanks

#### **Dan Grady**

Administrator/Clerk/Treasurer

City of Abbotsford

203 N First Street

Abbotsford, WI 54405

d.grady@ci.abbotsford.wi.us

715-223-3444 ext 102

715-223-8891 – fax

From: Mark Brown [mailto:<u>markb.apraz@gmail.com]</u> Sent: Wednesday, February 26, 2020 10:01 AM To: <u>d.grady@ci.abbotsford.wi.us</u> Subject: Re: BOR Date Sorry for the delay, in looking through our records it appears that we have been on an auto renewal basis for some time since the 2011 assessment year. Attached is the signature page from the last maintenance agreement that I could find but based on our notes in your file we had did have an agreement signed for the 2008-2011 years after the 2007 revaluation but I could not locate it (we moved our office in January).

Attached is an updated agreement for the 2020-2023 assessment years.

Please let me know if you have any questions or concerns.

Respectfully,

Mark Brown President

Associated Appraisal Consultants, Inc. Phone: 920-749-1995 ext. 8802

Fax: 920-731-4158 markb.apraz@gmail.com For Property Search: www.apraz.com

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On Mon, Feb 24, 2020 at 4:04 PM Nick L <nickl.apraz@gmail.com> wrote:

Dan,

Open Book- April, 2 10am-12pm. TBD

BOR- May 6th, 4pm-6pm.

I will have Mark Brown from our office provide you a copy of the contract. I have also included him in this email.

On Mon, Feb 24, 2020 at 3:34 PM Dan Grady <<u>d.grady@ci.abbotsford.wi.us</u>> wrote:

Nick-

May 6<sup>th</sup> works the best for us.

Also, do you have a copy of our contract with Associated Appraisal? I have an open records request for it and can't find our copy in the crazy filing system that was left here.

**9**1

**Thanks** 

Dan Grady

Administrator/Clerk/Treasurer

City of Abbotsford

203 N First Street

Abbotsford, WI 54405

d.grady@ci.abbotsford.wi.us

715-223-3444 ext 102

<u>715-223-8891 – fax</u>

From: Nick L [mailto:nickl.apraz@gmail.com] Sent: Friday, February 21, 2020 1:11 PM To: Dan Grady <d.grady@ci.abbotsford.wi.us> Subject: BOR Date

<u>Hello Dan,</u>

I am looking to schedule dates for BOR.

Please let me know if May 4th, 5th, or 6th. Let me know if you have different dates in mind.

--

--

Nick Laird

Project Manager

Associated Appraisal Consultants, Inc. For Property Search: www.apraz.com

Phone: 920-749-1995

Fax: 920.731.4158

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**9**2

#### Nick Laird

#### Project Manager

<u>Associated Appraisal Consultants, Inc.</u> For Property Search: www.apraz.com

Phone: 920-749-1995

Fax: 920.731.4158

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# CONTRACT FOR MAINTENANCE ASSESSMENT SERVICES

## Prepared for the City of Abbotsford Clark/Marathon County

By

Associated Appraisal Consultants, Inc. Appleton = Hurley = Lake Geneva



Appleton Office W6237 Neubert Road Appleton, WI 54913 Phone (920) 749-1995/Fax (920) 731-4158

> P.O. Box 291 Greenville, WI 54942-0291

Lake Geneva Office Walworth County Lake Geneva, WI 53147

Ironwood, Michigan Office Ironwood, MI 49938

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Hurley Office Iron County Hurley, WI 54534

#### CONTRACT FOR MAINTENANCE ASSESSMENT SERVICES

This Contract is by and between the **City of Abbotsford, Clark/Marathon County, State of Wisconsin**, a municipal corporation (hereafter referred to as "Municipality") and **Associated Appraisal Consultants, Inc.**, with its principal office at W6237 Neubert Road, Appleton, WI 54913 (hereafter referred to as "Assessor").

# IN CONSIDERATION of the mutual promises contained herein, the parties hereto do agree as follows:

**I. SCOPE OF SERVICES.** All services rendered shall be completed in full accordance and compliance with Wisconsin Statutes, the *Wisconsin Property Assessment Manual* and all rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue as of the date of this Contract.

**INSPECTIONS**. The following inspection cycle is to be completed by the Assessor annually:

- New construction, annexed properties, and properties with a change in exemption status shall be physically inspected, and the property record card prepared or updated as needed.
- Properties affected by building removal, fire, significant remodeling (those requiring a building permit), or other major condition changes shall be physically inspected.
- 3) Improved properties under construction over the term of the contract years shall be re-inspected.
- 4) All sales properties, legal description changes, and zoning changes shall be reviewed and inspected if deemed necessary to ensure an accurate and fair assessment.
- 5) Requests for review by property owners, made after the close of the municipal Board of Review, and prior to signing the affidavit for the next assessment roll, shall be physically inspected during the current assessment cycle.
- 6) A classification review shall be conducted annually to determine eligibility for agricultural use value assessment and the assessment of agricultural forestland and undeveloped land.

A. **PARCEL IDENTIFICATION**. The legal description and size of each land parcel shall be contained in the existing property records. The drawings and measurements of each primary improvement shall be contained in the existing property records. For all new records, the Assessor shall provide digital drawings and digital photographs of each primary improvement. In the event of a discrepancy found in existing records, the Assessor shall investigate and correct the record.

B. **PREPARATION OF RECORDS**. Appropriate records shall be used in the evaluation and collection of data for residential improvements, commercial improvements, and agricultural improvements. All information relating to the improvements shall be obtained and shown as provided on the respective forms. The Assessor shall supply to the Municipality a complete set of property records in a computer readable format compatible with the Municipality's computer system and update records within fourteen (14) days of final adjournment of the Board of Review. Records shall be updated prior to open book and again to reflect any changes made at Board of Review.

C. **APPROACH TO VALUE.** Assessor shall assess all taxable real estate according to market value, as established by professionally acceptable appraisal practices, except where otherwise provided by law. Assessor shall consider the sales comparison approach, the cost approach and the income approach in the valuation of all property.

- Sales Comparison Approach. Assessor will collect, compile and analyze all available sales data for the Municipality in order to become familiar with the prevailing market conditions and activity. A detailed analysis of sales data will be prepared, including pictures of recent residential and agricultural sales. Vacant land sales will also be compiled and analyzed. In valuing property by the sales comparison approach, subject properties will be appraised through a detailed comparison to similar properties that have recently sold, making careful consideration of similarities and differences between the subject and comparable sale properties.
- 2) Cost Approach. The cost approach to value will be considered for all taxable improved property. Replacement costs for residential and agricultural improvements will be calculated per Volume II of the *Wisconsin Property Assessment Manual* or similar cost manual. Replacement costs for commercial improvements will be calculated using Marshall & Swift valuation service or similar cost manual. All accrued depreciation, including physical deterioration, functional obsolescence, and economic obsolescence will be accurately documented and deducted from current replacement costs.
- 3) Income Approach. Consideration of the income approach to value will be made when the income or potential income generated by the real estate is deemed likely to affect the property's resale value. Data to be analyzed will include economic rents, typical vacancy rates and typical operation expense ratios. In the valuation of property by the income approach, adequate records will be prepared, showing a reconstruction of income and expenses, as well as all calculations used to arrive at market value, including formulas and capitalization rates as appropriate to the type of property being appraised.

D. **OPEN BOOK CONFERENCE**. Upon completion of the Assessor's review of assessments and prior to completion of the assessment roll, the Assessor shall hold open book conferences for the purpose of enabling property owners or their agents to review and compare the assessed values. The Assessor shall mail a notice of assessment for each taxable parcel of property whose assessed value has changed from the previous year. The notice form used shall be that prescribed by the Department of Revenue, and include the time and place the open book conference(s) will be held. Mailing shall not be less than fifteen days prior to the first day of the conference for the convenience of property owners. The Assessor shall take the phone calls to schedule appointments for the open book conference as needed. The assessor shall be present at the open book conference for a time sufficient to meet with the property owners or their agents and shall be present at least two (2) hours or as needed. Assessor shall provide the necessary staff to handle the projected attendance.

E. **COMPLETION OF ASSESSMENT ROLL AND REPORTS.** The Assessor shall be responsible for the proper completion of the assessment roll in accordance with current statutes and the *Wisconsin Property Assessment Manual*. The Assessor shall provide final assessment figures for each property to the Municipality, and the roll shall be totaled to exact balance. Assessor shall prepare and submit all reports required of the Assessor by the Wisconsin Department of Revenue including but not limited to: Municipal Assessment Report (MAR), and The Annual Assessment Report (AAR). Assessor shall follow the Uniform Standards of Professional Appraisal Practice (USPAP) as required by the Wisconsin Property Assessment Manual; postage and mailing services are at the Municipality's expense.

F. **BOARD OF REVIEW ATTENDANCE**. Assessor shall attend all hearings of the Municipal Board of Review to explain and defend the assessed value and be prepared to testify under oath regarding the values determined. In the event of appeal to the Wisconsin Department of Revenue, Assessor shall be available upon request of Municipality to furnish testimony in defense of the values determined for up to eight employee hours per parcel. Testimony in excess of eight employee hours will require an addendum to this Contract. Assessor shall arrange and provide the Personal Property and Real Estate Assessment Roll for viewing by the public as prescribed in Chapter 5 of the Wisconsin Property Assessment Manual, as amended each year, and adhere to any county or Municipality business requirements as prescribed under Wis. Stat. § 70.09(3)(c). Any outside counsel services requested by the Assessor shall be provided and paid for by the Municipality as agreed upon by both parties.

G. **PERSONAL PROPERTY ASSESSMENTS**. The Assessor shall prepare and distribute annual personal property statements to all businesses; postage and mailing services are at the Municipality's expense. Each year the Assessor will review statements and follow up with unfiled or incorrect statements. The Assessor shall determine the appropriate assessment. The Assessor shall exercise particular care so that personal property as a class on the assessment roll bears the same relation to statutory value as real property as a class.

H. **PUBLIC REQUESTS.** The Assessor shall timely respond to all open records requests received by the Assessor. In so doing, the Assessor shall comply with the confidentiality provisions of the Wisconsin Statutes, including sec. 70.35(3) Wis. Stats., regarding the personal property return, sec. 70.47(7)(af), Wis. Stats. regarding income and expense information provided to the assessor and board of review; and sec. 77.265, Wis. Stats., regarding the real estate transfer return.

I. AVAILABLITY. The Assessor shall maintain telephone service to receive calls from the Municipality or property owners five days a week from 8:00 a.m. to 4:30 p.m. excluding holidays and Assessor time off. Internet and voicemail communication are available twenty-four hours per day. The Assessor shall timely respond to all telephone inquiries within four business days or sooner. The Assessor shall copy the municipal clerk on those issues that have been raised to the clerk or board and subsequently passed on to the Assessor. Assessor shall be available to attend City meetings at the request of the Municipality for up to two (2) hours annually not including annual assessment required meetings. Any additional meetings the Assessor shall be asked to attend beyond two (2) hours shall be compensated at the customary rates charged by the Assessor. The Municipality and the Assessor shall discuss the cost prior to attendance.

J. **MUNICIPAL RECORDS.** The Municipality shall allow access and make available to the Assessor municipal records such as, but not limited to, previous assessment rolls and records, sewer and water layouts, permits, tax records, records of special assessments, plats, and any other maps currently in the possession of the Municipality at no cost.

K. **MAPS**. Municipality shall provide at no cost to Assessor any plat maps, zoning maps, cadastral maps, or other maps currently in the possession of the Municipality. If such maps necessary for our work are not in the possession of the Municipality, Assessor shall obtain them from the County surveyor, Register of Deeds, or other sources at the Municipality's expense.

#### II. GENERAL REQUIREMENTS

A. **OATH OF OFFICE**. As Assessor is a corporation, the person designated as responsible for the assessment shall take and subscribe to an oath or affirmation supporting the

Constitution of the United States and to the State of Wisconsin and to faithfully perform the duties of Assessor. The oath shall conform to Section 19.01, Wis. Stats. and be filed with the Municipal Clerk prior to commencing duties. Assessor shall assume the appointed office of City Assessor as per Wisconsin Statutes secs. 62.09 (1)(c) and 70.05(1) for the duration of this Contract and shall perform all statutory duties appertaining to such office. The Assessor shall be considered a public officer and afforded the protection from civil liability under sec. 895.46(1), Wis. Stats. for carrying out duties while acting within the scope of the Assessor's employment as an officer of the Municipality. As such, and except for those claims and liabilities based upon intentional acts of Assessor, Municipality shall hold harmless Assessor from all claims and liabilities relating to the assessment or taxation of property, including but not limited to claims made under Wisconsin Statutes secs. 74.35, 74.37 and circuit court claims, unless otherwise specified in this Contract.

B. **QUALIFICATIONS AND CONDUCT OF PERSONNEL**. The Assessor shall provide at its own expense any personnel necessary and shall comply with the following:

- 1) All personnel providing services shall be currently certified in compliance with Sec. 70.05 and 73.09, Wis. Stats. and the administrative rules prescribed by the Wisconsin Department of Revenue.
- 2) Assessor's field representatives shall carry photo identification cards.
- 3) All employees, agents, or representatives of the Assessor shall conduct themselves in a safe, sober, and courteous manner while performing services within the Municipality.
- 4) The Assessor shall review any complaint relative to the conduct of the Assessor's employees and take appropriate corrective action. If the Municipality deems the performance of any of Assessor's employees unsatisfactory, the Assessor shall, for good cause, remove such employees from work upon written request by Municipality, such request stating reasons for removal.

### C. INSURANCE AND INDEMNITY. The Assessor agrees as follows:

1) The Assessor shall obtain and maintain during the term of this Contract full coverage insurance to protect and hold harmless the Municipality which insurance is to include:

(a) <u>Workers Compensation</u>	State of Wisconsin requirements
---------------------------------	---------------------------------

(b) <u>General Liability</u>

General Aggregate	\$ 2,000,000
Products/Completed Operations	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Personal & Advertising	\$ 1,000,000
Fire Damage	\$ 100,000
Medical Expense	\$ 10,000

(c) <u>Comprehensive Auto Liability</u>

Combined Single Limit

\$ 1,000,000

- 2) The Assessor shall provide the Municipality with certificates for all required insurance, with the Municipality as a named insured. All insurance coverage shall contain a 10-day advance notice of cancellation to the Municipality. The Assessor shall timely pay all insurance premiums.
- 3) Liability for bodily injury, disability, and/or death of employees or any person or for damage to property caused in any way, directly or indirectly, by the operations of the Assessor within the Municipality shall be assumed by that Assessor.

D. **OWNERSHIP OF RECORD**. All records prepared or maintained in connection with assessments in the Municipality shall at all times be and remain the sole property of the Municipality, including (a) all records prepared in connection with assessments in the Municipality including, but not limited to property records, personal property forms, maps, and any other schedules or forms, (b) all records and materials obtained from the municipality and not previously returned to include maps, and Assessor's records, and (c) materials specifically obtained and/or used for performance of assessment work for the Municipality, to include aerial photos, maps, depth factor tables, copies of leases, correspondence with property owners, sales data, copies of real estate transfer returns, and operating statements of income property, and (d) if the record system is computerized, at a minimum, provide that the software be able to create an exportable text file of data (e) if the Municipality requires a conversion of the electronic assessment records to a neutral file format, such as but not limited to a text file format or a tab delimited format, the Municipality shall pay the actual cost of such conversion.

#### III. TERM AND TERMINATION

A. **TERM.** The term of this Contract is for the **2020**, **2021**, **2022** and **2023** assessment year(s). The Assessor shall have completed all work under this agreement on or before the fourth Monday in April or 45 days thereafter, excluding appearances beyond the Board of Review. The date of completion may be extended, if necessary, under the terms of this Contract and by mutual consent.

B. **TERMINATION.** Either party may terminate this Contract only with cause, cause being defined as default of the other party of terms of this Contract upon sixty (60) days written notice to the other party. Upon termination by either party, Assessor shall deliver to the Municipality all records and materials in Assessor's possession used or created during this Contract. During the 60-day wind down period, both Assessor and the Municipality shall act in good faith with each other and cooperate in the orderly transfer of records. If termination occurs during the course of ongoing assessment work, any compensation not yet paid to the Assessor shall be paid based on a weighted scale relative to work completed to date.

C. **AUTOMATIC RENEWAL**. This Contract will automatically renew for successive annual assessment years unless either party, on or before July 1 of the preceding year, notifies the other party by certified mail of their desire to non-renew.

#### IV. COMPENSATION

A. The Municipality shall pay the Assessor Eleven Thousand Two Hundred Dollars (\$11,200.00) for 2020, Eleven Thousand Three Hundred Dollars (\$11,300.00) for 2021, Eleven Thousand Four Hundred Dollars (\$11,400.00) for 2022 and Eleven Thousand Two Hundred Dollars (\$11,500.00) for 2023 assessment year(s) for maintenance assessment services through December 31, 2023.

- B. The compensation due the Assessor shall be paid in monthly installments throughout the 2020, 2021, 2022 and 2023 assessment year(s).
- C. The Municipality shall be billed annually **Ten Dollars (\$10.00)** for each personal property and monthly mobile home permit account and **Two Dollars (\$2.00)** for each building on leased land account. Invoicing for this service(s) will be sent in December each year.
- D. The Municipality shall not be billed for mileage or supplies unless otherwise specified in this Contract and/or addenda.
- E. Renewal Adjustments: A cost of living adjustment of not more than three percent (3.0%) will be applied on an annual basis for each year of automatic renewal after 2023.
- F. Additional compensation that may be due to the Assessor as a result of services that are beyond the scope of this Contract will be invoiced in the month subsequent to the month in which the services were provided.
- G. Optional Website Posting: The Municipality shall have the option to post assessment data on our website for an additional cost of a penny and a half per parcel per month (\$.015 \* 1,084 = \$16.26) payable to a third-party vendor. Should the parcel count change, this cost would decrease or increase at the rate of \$.015 per parcel. \*\*\* Please initial yes or no to post data to the website. \*\*\*

Yes \_\_\_\_\_ No \_\_\_\_

#### V. SIGNATURES

and PL

Márk Brown President Associated Appraisal Consultants, Inc.

02/26/2020

Date

Authorized Signature City of Abbotsford

Date

maint 7

#### Section III

Agreement for Maintenance Services Provided by Associated Appraisal Consultants, Inc.

for

The City of Abbotsford for the assessment year of 2002

Dated this 1st day of September, 2001

Fee for services rendered:

Associated shall be paid the sum of:

NINE THOUSAND TWO HUNDRED DOLLARS

\$9,200.00

+ \$10.00 for each Personal Property Account

+ \$10.00 for each Mobile Home Account

Fee for services rendered for assessment year of 2003

Associated shall be paid the sum of:

NINE THOUSAND TWO HUNDRED DOLLARS

\$9,200.00

+ \$10.00 for each Personal Property Account

+\$10.00 for each Mobile Home Account

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Authorized Client Signature

Joseph Griesbach, Jr. President Associated Appraisal Consultants, Inc.



# **City of Abbotsford**

**Revaluation and Maintenance Contract** 

For the years 2021 - 2024

#### August 17, 2020

On behalf of Bowmar Appraisal, Inc., I am pleased to present you with the enclosed proposal. I am certain you will find the information in line with your needs. The proposal covers the key points included in your Request for Proposal:

- List of committed Revaluation contracts
- References
- Staff providing services for the Project
- Statements relative to the minimum and comparative evaluation criteria sections
- Project timeline
- Contract proposal

Bowmar Appraisal, Inc. is a full-service assessment firm dedicated to quality control and superior customer service. Having provided Assessment services since 1981 throughout the state of Wisconsin; our familiarity with taxpayers, property valuation, and our close working relationships with municipality and county staff, will prove invaluable in these times of economic testing.

Thank you for the opportunity to serve you. We look forward to meeting with you after you have reviewed the proposal.

Sincerely,

Mike Kochaver

Bowmar Appraisal Inc.

## **Minimum Evaluation Criteria**

#### 1) Experience of the Contractor

- a. All employees of Bowmar Appraisal, Inc have certification levels associated with the degree of difficulty as outlined in the Wisconsin Property Assessment Manual Chapter 2. The list of individuals assigned to work with the City of Abbotsford, found elsewhere in this document, states their level of certification.
- b. Mike Kochaver shall be the *Project Director*. Mr. Kochaver has more than 30 years assessment experience. Mr. Kochaver has performed numerous maintenance and revaluation projects using Market Drive software since its creation in the late 1990's.
- c. You will find individuals assigned to work with the City of Abbotsford listed elsewhere. Bowmar Appraisal Inc has two offices and may call upon additional individuals as needed to complete this project.

#### 2) Data Format

- a. Bowmar Appraisal Inc has a good working relationship with Assessment Technologies, owner of Market Drive software program. Bowmar Appraisal Inc continually works with Assessment Technologies to better the software and work out issues in the software as they arise.
- b. An updated public property record data sheet will be produced prior to the open books/board of review for each property whose value changed.

#### 3) **Projected Timetable**

- a. 2021 Maintenance
- b. 2022 Maintenance. Fall 2022 begin revaluation field work.
- c. 2023 Revaluation completed
- d. 2024 Maintenance

## **Supporting Staff Providing Services for Revaluation**

- **Roger Koski**: Assessor II 45 years of experience includes working for Department of Revenue Manufacturing, revaluations, maintenance assessments, public relations.
- Mike Kochaver: Assessor II 30 years of experience includes revaluations, maintenance assessments, public relations.
- Nick Marcks: Assessor II 20 years of experience includes revaluations, maintenance assessments, public relations.
- **Kitt Koski**: Assessor II 20 years of experience includes revaluations, maintenance assessments, public relations.
- Jason Winters: Assessor II Experience includes revaluations, maintenance assessments, public relations.
- Tony Allen: Assessor II Experience includes revaluations, maintenance assessments, public relations.
- Angela Schilling: Assessment Technician 18 years of experience includes revaluations, maintenance assessments.
- Sherry Coenen: Assessment Technician –30 years of experience includes revaluations, maintenance assessments.
- **Bobbi Jo Isaacson**: Assessment Technician 15 years of experience includes revaluations, maintenance assessments.

Municipality	Year	Software program used
City of Hudson, St Croix County	2006	Market Drive Professional
City of Ladysmith, Rusk County	2006	Market Drive Professional
Town of Seymour, Eau Claire County	2006	Market Drive Professional
City of Washburn, Bayfield County	2006	Market Drive Professional
City of Thorp, Clark County	2006	Market Drive Professional
Town of Adams, Jackson County	2007	Market Drive Professional
City of Owen, Clark County	2007	Market Drive Professional
City of Black River Falls, Jackson County	2007	Market Drive Professional
City of Spooner, Washburn County	2008	Market Drive Professional
Town of Winter, Sawyer County	2008	Market Drive Professional
Town of Troy, St Croix County	2009	Market Drive Professional
Town of Hallie, Chippewa County	2009	Market Drive Professional
Town of Pleasant Valley, Eau Claire County	2009	Market Drive Professional
Town of Union, Eau Claire County	2009	Market Drive Professional
City of Ashland, Ashland County	2009	Market Drive Professional
City of Mellen, Ashland County	2009	Market Drive Professional
Village of Lake Hallie, Chippewa County	2010	Market Drive Professional
Village of Merrillan, Jackson County	2011	Market Drive Professional
Town of Wascott, Douglas County	2011	Market Drive Professional
City of Greenwood, Clark County	2011	Market Drive Professional
City of Rice Lake, Barron County	2011	Market Drive Professional
Town of Minocqua, Oneida County	2012	Market Drive Professional
Town of Brunswick, Eau Claire County	2012	Market Drive Professional
Town of Lafayette	2013	Market Drive Professional
Town of Nokomis, Oneida County	2013	Market Drive Professional
Town of Dovre, Barron County	2013	Market Drive Professional
Village of North Hudson, St Croix County	2014	Market Drive Professional

Bowmar Appraisal Inc. Eau Claire - Revaluation Experience:

Town of Adams. Jackson County	2014	Market Drive Professional
Town of Seymour, Eau Claire County	2015	Market Drive Professional
City of Merrill, Lincoln County	2016	Market Drive Professional
Town of Winter, Sawyer County	2016	Market Drive Professional
Village of Clayton, Polk County	2016	Market Drive Professional
Town of Grant, Rusk County	2017	Market Drive Professional
City of Eau Claire, Eau Claire County	2018	Market Drive Professional
Village of Cadott, Chippewa County	2019	Market Drive Professional
City of Altoona, Eau Claire County	2019	Market Drive Professional
Village of Lake Hallie, Chippewa County	2019	Market Drive Professional
City of Hudson, St. Croix County	2020	Market Drive Professional
City of Chippewa Falls, Chippewa County	2020	Market Drive Professional
Town of Sigel, Chippewa County	2020	Market Drive Professional
Town of Lincoln, Trempealeau County	2020	Market Drive Professional

### **REFERENCES**

- Bayfield County:
  - City of Washburn contact: City Administrator/Clerk Scott Kluver; 715-373-6160 ext 4
- Burnett County:
  - Village of Grantsburg contact: Village Clerk Sheila Meyer; 715-463-2405
- Chippewa County:
  - City of Chippewa Falls contact: City Clerk Bridget Givens; 715-726-2720
  - City of Bloomer contact: City Clerk Sandi Frion; 715-568-3032
  - Village of Lake Hallie contact: Village Clerk Kristine Fitzsimmons; 715-726-2660 Ext 3
  - Town of Hallie contact: Town Clerk John Anderson; 715-723-3085
  - Town of Lafayette contact: Town Clerk Laura Konwinski; 715-723-7692
  - City of Stanley (part is in Clark County) contact: Clerk Cyndi Bergman; 715-644-5758
  - Town of Sigel contact: Clerk Paula Krouse; 715-289-3429
  - Town of Goetz contact: Clerk Peter Danielson; 715-864-1672
  - Town of Cadott contact: Clerk Sandra Buetow; 715-289-4282
- Clark County:
  - City of Thorp contact: City Clerk Michele Pogodzinski; 715-669-5371
  - City of Greenwood contact: City Clerk Kayla Schar; 715-267-6205
  - City of Owen contact: City Clerk Michelle Kind; 715-229-2404
  - Village of Withee contact: Village Clerk Ellen Niemi; 715-229-4319

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- Douglas County:
  - o Town of Wascott contact: Town Clerk Jeannette Atkinson; 715-466-4252
- Dunn County:
  - o Village of Elk Mound contact: Patricia Hahn; 715-879-5011
- Eau Claire County:
  - City of Altoona contact: City Administrator Mike Golat; 715-839-6092
  - Town of Brunswick contact: Town Clerk Julie Dohms; 715-829-6453
  - Town of Pleasant Valley contact: Town Clerk Jennifer Mayer; 715-878-4645
  - Town of Seymour contact: Town Clerk Sue Larson; 715-834-4999
  - Town of Union contact: Town Clerk Beverly Christopherson; 715-874-6123
- Jackson County:
  - o City of Black River Falls contact: City Administrator Brad Chown; 715-284-2315
  - Village of Merrillan contact: Village Clerk Penny Danielson; 715-333-2332
  - Town of Adams contact: Town Clerk Dale Ann Bohac; 715-284-5407
  - Town of Alma contact: Town Clerk Don Forsting; 715-964-2311

### • Oneida County:

- Town of Minocqua contact: Town Clerk Roben Haggart; 715-356-5296
- Town of Nokomis contact: Town Chairman John Bowman; 715-966-6062

• Polk County:

- City of Amery contact: City Clerk Patty Bjorklund; 715-268-3411
- Town of Bone Lake contact: Town Clerk Darrell Frandsen; 715-472-8212
- Village of Clayton Contact: Village Clerk Dave Fall; 715-948-2460
- City of Saint Croix Falls Contact: City Clerk Bonita Leggitt; 715-483-3929

- Pierce County:
  - Village of Spring Valley (parts in St. Croix County) contact: Village Clerk LuAnne Emerson; 715-778-563
- Price County:
  - o City of Park Falls contact: City Clerk Brentt Michalek; 715-762-2436
- Rusk County:
  - o Town of Grant contact: Town Chairman Tom Riegel ;715-532-6505
- Sawyer County:
  - Town of Winter contact: Town Clerk Lori Van Winkle; 715-266-3131
- St Croix County:
  - City of Hudson contact: City Administrator Devin Willi; 715-716-5741
  - Town of Troy contact: Town Chairperson Dan Pearson; 715-222-8988
  - Village of North Hudson: Village Clerk Melissa Luedke; 715-386-5141
- Washburn County:
  - City of Spooner contact: City Clerk Patricia Parker; 715-635-8769

### CITY OF ABOTTSFORD ASSESSOR CONTRACT FOR 2021, 2022, 2023 and 2024 WITH 2023 BEING AN EXTERIOR REVALUATION

THIS AGREEMENT by and between Bowmar Appraisal Inc., hereafter called the "Appraiser, and the City of Abbotsford, Marathon/Clark County, WI hereafter called the "Municipality"

WITNESSTH: The Appraiser and Municipality for the consideration stated herein agree as follows:

### **ARTICLE I**

SCOPE OF WORK: The Appraiser shall serve as the assessor for 2020 thru 2024 and complete a revaluation of all taxable real estate and personal property in the City for the 2023 Assessment Roll. The Appraiser agrees to perform everything to be performed and to complete in a professional manner all the work required under this agreement in accordance with the Wisconsin State Statutes. The Wisconsin State Assessment Manual and Market Drive's computerized program will be utilized in all propertied. This revaluation will be exterior inspection only.

### **ARTICLE II**

COMPENSATION: The Municipality shall pay to the Appraiser for the performance of this contract the following compensation:

### SECTION I

For serving as the assessor in 2021 thru 2024 and the revaluation of all taxable real estate and personal property for 2023 shall be paid the base compensation of SEVENTY-EIGHT THOUSAND FOUR HUNDRED DOLLARS [\$78,400] as follows:

2021 - \$19,600	Maintenance
2022 - \$19,600	Maintenance, Start Revaluation
2023 - \$19,600	Revaluation Completed
2024 - \$19,600	Maintenance

### **ARTICLE III**

AGREEMENTS- APPRAISER: The Appraiser aggress to perform the following for the Municipality:

1. CONFORMANCE TO THE STATUTES. All work shall be accomplished in accordance with the provisions of the laws of the State of Wisconsin and in full compliance with all the rules and regulations officially adopted by the Wisconsin Department of Revenue.

2. PERSONNEL. (a) All personal of the Appraiser providing services shall be currently certified in compliance with Section 70.055. (b) The Appraiser shall review any complaint relative to the conduct of his/her employee(s). If the Municipality deems the performance of any of the Appraiser's employees to be unsatisfactory, the Appraiser shall, for good cause, remove such employee(s) from work upon written request from the Municipality, such request stating the reason for removal.

3. ASSESSMENT MANUAL. All assessments shall be made in accordance with the Assessor's Manual as specified in the Wisconsin Statutes Sections 70.32 (1) and 70.34

4. PREPARATION OF RECORD CARDS. The Appraiser shall use existing record cards for each parcel to be revalued.

5. DATA FOR EVALUATION. The Appraiser will gather and analyze construction and market data necessary to appraise the revalued properties. This data will be noted on the individual property records cards. All data gathered will become the property of the Municipality.

6. DATA COLLECTION. The Appraiser will physically inspect the exterior of every building to be appraised. Exterior inspection will be made on all new buildings. Interior inspection of existing buildings will be at the discretion of the Appraiser. He will accurately measure all improvements where previous records are inaccurate and prepare a complete outline sketch to scale of the major buildings showing all additions, porches and appendages with dimensions and necessary identification on the property record cards. All pertinent construction data of improvements will be entered on the appropriate property record card. The date of inspection of all major buildings will be indicated on the property record cards. If the Appraiser is refused by the owner or occupant to inspect the exterior or interior of a major building, the Appraiser will make a request by registered mail to inspect the building. If the request is denied, the Appraiser will list and value the improvements according to the best information he can practically obtain.

7. IMPROVEMENT-VALUATION. (a) The Appraiser shall consider the Cost Approach; replacement costs shall be derived from costs within Volume II of Wisconsin Assessor's Manual. (b) In using the cost approach for agricultural outbuildings, the current replacement cost shall be determined for all sound buildings. Buildings in poor condition having little or no value, shall be physically described and listed as having "No Value" or given an appropriate sound physical value. (c) In using the cost approach for mercantile improvements; area and perimeters shall be determined as recommended for use with Marshall & Swift pricing manual. Proper base cost shall be selected as appropriate and adjusted to adequately reflect variations from base building cost. (d) Local modifiers shall be used in determining all current replacement costs. Local modifiers shall be used in determining all current replacement costs. Local modifiers shall be used in determining all current replacement costs approach for current construction costs and market sales data. Records shall be prepared and left with the Municipality to account for any adjustment made. (e) All accrued depreciation, including physical deterioration, functional obsolescence, and economic obsolescence, must be accurately documented by the market approach, and deducted from current replacement costs. (f) In the evaluation of improvements by the Income Approach, adequate records shall be prepared for each improvement so values showing the determination of value, a reconstruction of income and expenses, estimate of remaining economic life, and capitalization rate. Capitalization rates used shall be accurately documented by the market.

8. DETERMINE LAND VALUES. (a) Basic unit values shall be determined for residential and mercantile lands from an analysis of sales, rent leases and other available market data. In the analysis of market data, adequate records shall be prepared showing data collected and unit value determinations. Such records shall be left with the Municipality. Basic unit values for Agricultural lands will be determined by the Department of Revenue. (b) Having determined basic value, the Appraiser shall determine the land value of each parcel to be appraised. Land value computations shall be properly shown for each parcel on the property cards. (c) For residential and mercantile lands, maps and schedules shall be prepared indicating unit values used and locations thereof to be left with the Municipality. (d) A copy of all charts, schedules and tables not previously referred to including depth factor tables used in the valuation of lands, shall be left with the Municipality.

9. FINAL FIELD REVIEW. After tentative appraisals have been made for each parcel, the Appraiser will make a final review of all property appraised. This review is to ensure uniformity in the assessments of various properties and to eliminate any errors that may have occurred.

10. CHANGE OF VALUE NOTICES. Upon completion of the revaluation, all property owners will be sent a notice of change in their assessed values. This notice will indicate their new assessment.

11. INFORMAL HEARINGS. After sending out the Change of Value Notices, the Appraiser will hold informal hearings at the City Hall with interested property owners or their agents concerning their assessed value. The informal hearings shall be [two] day sessions and [two] evening sessions during revaluation years. The informal hearing during a maintenance year shall be [one] day session. For attending informal hearings more than [five] days, the Appraiser will be paid \$400 per day.

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12. ASSESSMENT ROLL. The Appraiser will be responsible for the proper completion of the assessment rolls.

### 13.BOARD OF REVIEW; SUBSEQUENT APPEARANCE.

The Appraiser will attend all meetings of the Board of Review to explain and defend the assessed values and prepare to testify under oath regarding such values. The Board of Review shall be [one] day session. In the event of an appeal to the Department of Revenue or the courts, it is agreed the Appraiser will be available to furnish expert testimony in defense of any of the assessed values. For any days that require the Appraiser to defend the assessed values before the Department of Revenue or the courts, whether it be pretrial or trial, or for Board of Review lasting more than [two] days, the Appraiser shall be paid \$400 per day.

14 INSURANCES. The Appraiser will maintain full insurance coverage to protect and save the Municipality from claims, demands, action and causes of action, arising from any act or omission of the Appraiser in execution of work. He will maintain Workmen's Compensation and Public Liability Insurance on all employees. The Appraiser will carry valuable paper insurance on any records withdrawn from the Municipality as well as the Appraiser records.

15. RECORDS. The Appraiser shall take pictures of all major buildings on each parcel of any updated picture is needed.

16. MISCELLANEOUS GENERAL AGREEMENTS. (a) To ensure that employees maintain strict confidence regarding all privileged information received by reason of this agreement. (b) To supply all necessary office machines such as, but not limited to calculators and computers.

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### **ARTICLE IV**

OBLIGATIONS OF THE MUNICIPALITY: The Municipality will provide to the Appraiser at no cost the following.

1. ACCESS TO RECORDS. The Municipality will allow access and make available to the Appraiser municipal records such as previous assessment rolls and records, building permits, assessor's workbook and municipal plats and maps at no costs.

### **ARTICLE V**

METHOD AND TERMS OF PAYMENT: Payment for services rendered under this contract will be based on quarterly statements reflecting the percentage of work completed by the Appraiser. The Municipality will make these payments no later than thirty days after receiving an invoice.

### IN WITNESS WHEREOF, the parties hereto have set their hands this

(	day of	, 2020
APPROVED BY:		
CITY OF ABBOTSFORD	•	
BY	AS OF	
APPRAISER		• * * *
BY	AS OF	
WITNESS		
BY	AS OF	

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### CONTRACT PROPOSAL FOR ASSESSMENT SERVICES FOR THE CITY OF ABBOTSFORD

### **SUBMITTED BY**

### CHIMNEY ROCK APPRAISAL AUGUST 10, 2020

August 10<sup>th</sup>, 2020

Dan Grady City of Abbotsford 203 N First Street Abbotsford, WI 54405

**RE:** Assessment Services

Thank you for the opportunity to submit our proposal for the assessment services contract for the City of Abbotsford. It was a pleasure visiting with you on the phone and learning more about your district.

Our organization consists of four well qualified, professional assessors that are fully insured and certified by the State of Wisconsin. We currently perform assessment maintenance and revaluation services for several municipalities across Wisconsin. Included is a list of references from some similar sized assessment districts that we work for. Please call our references and ask them about our services.

We take a lot of pride in our ability to provide a high level of service to the municipalities that hire us. We are available evenings and weekends and return phone calls and other correspondence in a prompt and courteous manner.

We are fully automated assessment firm. All parcel entries will be made and stored electronically in our Computer Assisted Mass Appraisal software which is fully compliant with the WI DOR requirements. Our system is also compatible with the Clark and Marathon County Tax Software system, which ensures a smooth and easy exchange of the records.

Our services are all inclusive and based on normal assessment duties according to Chapter 70 of the Wisconsin State Statutes. The assessments will be done professionally, timely, and fair. Please see the enclosed contract proposal for details. A maintenance and revaluation assessment price is included.

We would appreciate the opportunity to speak to you further about our proposed services. We appreciate your consideration and look forward to hearing from you.

Sincerely,

Mark Garlick Chimney Rock Appraisal W1905 Pine Road Eleva, WI 54738 Ph: 715-287-3376

### AGREEMENT

This agreement is by and between the City of Abbotsford located in Clark and Marathon County in the State of Wisconsin; and Chimney Rock Appraisal located at W1905 Pine Road, Eleva, Wisconsin.

The services to be performed under this agreement are:

- 1. The 2021, 2022, 2023 annual assessments of all real and personal property in accordance with Chapter 70 of the Wisconsin Statutes.
- 2. Procedures to be used to conduct the assessments shall consist of sales and permit analysis, valuation of all real and personal properties, preparation of changes for assessment rolls and change notices, mailing of change notices, attendance at Open Book and Board of Review proceedings, and the preparation and submission of all assessment reports. These duties are further detailed on the attached sheet titled Specifications. This does not include any attorney fees relating to the assessment of property and appeals. All legal costs will be paid by the City of Abbotsford.
- 3. The proposal will include maintenance assessments in the year 2021 and 2022 and a full revaluation in the year 2023. All taxable property in the City of Abbotsford will be revalued to the approximate equalized value in accordance with Chapter 70 of the Wisconsin State Statutes. All properties will be inspected during the full revaluation year.
- 4. The fees for providing these services are below. Payment will be spread into nine equal installments over the length of the contract.

2021 Annual Assessment Maintenance	\$ 9,750
2022 Annual Assessment Maintenance	\$ 9,750
2023 Full Revaluation Price	\$ 29,100

City of Abbotsford	
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By:

Town Official

Date

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Chimney	Rock	An	nraisal
Chilling	TOOR	1 ID	praisai

By:\_

Mark Garlick

Date

### City of Abbotsford Payment Schedule

Assessment Year	Installment Due Date	Amo	ount
2021	February 1, 2021	\$	5,400
	June 1, 2021	\$	5,400
	October 1, 2021	\$	5,400
2022	February 1, 2022	\$	5,400
	June 1, 2022	\$	5,400
	October 1, 2022	\$	5,400
2023	February 1, 2023	\$	5,400
	June 1, 2023	\$	5,400
	October 1, 2023	\$	5,400

### Scope of Work and Timeline

Year	Process
2020	Assessment Maintenance
2021	Assessment Maintenance
2022	Full Revaluation

### **Specifications**

- 1. All entries will be stored electronically and be compliant with the WI DOR electronic reporting requirements.
- 2. All residential and commercial improvements will have a current photograph.
- 3. All houses will have a sketch and all improved sites will have a site layout of all outbuildings.
- 4. A sales file will be set up and maintained for the applicable sales in the municipality.
- 5. All correspondence shall be answered within a timely manner concerning the assessed values and related inquiries that the appraiser of the municipality shall receive while under contract.
- 6. All required assessment reports will be filed with the Department of Revenue.
- 7. All new construction, improvements being remodeled, partially completed improvements, all properties in which buildings have been destroyed or moved, and all properties which the original parcel has been split into two or more parcels will be assessed.
- 8. Self-reporting Personal Property Forms will be sent out to all personal property accounts in the Municipality and all returns will be analyzed. Doomage Assessments will be made on any personal property account that has not returned a Statement of Personal Property.
- 9. Change of value notices will be sent to real property owners in which a change in assessment has been made.
- 10. The assessor will schedule and attend the needed hours of Open Book.
- 11. The assessor will attend all meetings of the Board Review to explain and defend the assessed values and be prepared to testify under oath in regard to such values. Board of Review will be scheduled within 30 days following the first Monday in May during the annual maintenance years.
- 12. In the event of appeal to the Department of Revenue or to the courts, it is agreed that the assessor will be available to furnish testimony in defense of the assessed values at no additional cost.
- 13. Our price is all inclusive. The municipality will not be charged for any additional expenses such as mileage, postage, or software fees.
- 14. A \$1,000,000 liability insurance policy is maintained on each assessor.

### CHIMNEY ROCK APPRAISAL

- Full Time Property Appraisers and Assessors
- Been in the Appraisal Business Since 1998
- Construction and Financial Backgrounds

### Personnel

<u>Mark Garlick</u> Licensed Appraiser # 1403-004 Certified Assessor 1 # WI53404CA 715-287-3376

<u>Jerry Kins</u> Certified Assessor 1 #WI06364CA 715-895-8441 Barrett Brenner Certified Assessor 2 #WI47804CA 715-926-3199

<u>Kayne Brenner</u> Certified Assessor 2 #WI28018CA 715-650-7947

### **Reference** List

Clark County:

Town of Sherwood Arlene Jacobson 715-884-2599

Trempealeau County:

City of Independence Lenice Pronschinske 715-985-3055

Town of Burnside Melissa Kono 715-308-3008

Town of Albion Verle Deetz 715-287-3156

Town of Preston Cathy Nelson 608-989-2036

Buffalo County:

Town of Canton Mindy Fichtenbauer 715-672-8846 Town of Modena Dale Klopp 715-946-3797

Town of Naples Dennis Olson 715-926-3962

Town of Mondovi Roxanne Halverson 715-495-4140

Town of Nelson Myrna Johnson 715-673-4946

Pepin County:

Town of Frankfort Maureen Manore 715-442-2685

Eau Claire County:

Town of Drammen Mark Zuber 715-287-4747 St. Croix County:

Town of St. Joseph Annie Coyle 715-549-6235

Pierce County:

Town of Martell Brad Taplin 715-307-1240

Town of Spring Lake Donna Borgschatz 715-639-2110 La Crosse County:

Town of Washington Dan Korn 608-317-7006

Town of Bangor Dawn Faherty 608-769-1185

Vernon County:

Town of Bergen Tina Dahl 608-498-6227

Douglas County:

Village of Lake Nebagamon Amy Huber 715-374-3101



City of Abbotsford, Wisconsin Page 5

### Responsibilities of Management for the Financial Statements (Continued)

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the website with the original document.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. It is our understanding this responsibility will be fulfilled on behalf of the City by the City Administrator.

### **Engagement Administration, Fees and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Johnson Block & Company, Inc. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulator or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Johnson Block & Company, Inc. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the regulator or its designee. The regulator or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Carrie Leonard is the engagement partner and is responsible for supervising the engagements and signing the reports or authorizing another individual to sign them.

Our fees for these services are generally based on the time spent at our regular hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our regular hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit, the difficulty of the assignment and the amount of risk and responsibility involved. Our invoices for these fees will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The audit fees for the years ended December 31, 2020, December 31, 2021, and December 31, 2022 will be as follows:

	<u>2020</u>	<u>2021</u>	2022
Audit fee	\$17,900	\$18,400	\$18,950
PSC report preparation	\$875	\$900	\$925
WI Form C preparation	\$800	\$825	\$850

### FEES

Our fees for the services described are as follows.

Three-year quote	All-inclusive fee
Year Ended December 31, 2020	\$23,000
Year Ended December 31, 2021	\$23,690
Year Ended December 31, 2022	\$24,400

We will maintain the District's fixed asset schedules for \$500 per year.

We believe it is important for our clients to contact us with questions, problems, or concerns as they arise. Questions or issues of a routine nature are not billed to our clients. Conferences or consultations that require more than a brief phone call or email may be billed at our Firm's discretion and communicated to the client.

### ADDITIONAL SERVICE FEES

The above fees do not include the figuring out of fixed asset additions, implementation of new Governmental Accounting Standards Board statements or revisions to generally accepted governmental auditing standards.

If additional services are required, they will be billed out at our standard rates listed below.

Fee category	Hourly rate				
Partner	\$285 - \$300				
Manager/Senior Manager	\$150 - \$225				
Associate/Senior Associate	\$60 - \$150				

### ALUE-ADDED SERVICES

The professionals at Hawkins Ash CPAs serve up a plethora of educational resources based on the needs of our clients. Visit www.HawkinsAshCPAs.com/CPA-HQ to see these and more resources.

### Newsletters

Our regularly published newsletters provide timely accounting, compliance and industry news that matters to our clients.

### Articles

On CPA-HQ, search for articles on topics that include accounting, tax, nonprofit, employee benefit plans, financial institutions, QuickBooks, general business, individual financial and tax planning and much more.

### Podcasts

Our Tax Insights podcasts cover tax related topics for both individuals and businesses.

### **Events**

Periodic educational events feature our professionals as presenters and present engaging information on relevant topics.

City of Abbotsford | 8

### **Investment (Continued)**

1

A summary of the City's investment is detailed below by area.

City of Abbotsford					
Financial Statement Audit, in accordance with GAAP		2020	12	2021	2022
City General Audit	\$	6,500	\$	6,600	\$ 6,700
Water and Sewer Audit		7,500		7,650	7,850
Preparation of Form C		1,250		1,300	1,350
Preparation of PSC Annual Report	E DESIGN	1,500	mure a hi	1,600	1,700
	\$	16,750	\$	17,150	\$ 17,600
TID Compilations, if requested, per TID	\$	1,250	\$	1,300	\$ 1,350
TID 30% and Final Audits, each TID		2,500		2,600	2,700
Single Audit, when necessary		4,500		4,600	4,700
Single Audit, per additional program		1,500		1,550	1,600

The calculation of the City's investment is detailed below by staff level, summarized by hours invested into the services by KerberRose.

	City of A	Abbotsford	444.511	5-12-01
F	Rate	Hours		Cost
\$	250	15	\$	3,750
	150	50		7,500
	100	55		5,500
		120	\$	16,750
	<u></u> \$	Rate \$ 250 150	\$ 250 15 150 50 100 55	Rate         Hours           \$         250         15         \$           150         50         100         55

The staff rate structure for the next three years is detailed below.

City of Abbotsford						
2020 Rate 2021 Rate 2022 R						2 Rate
Partner	\$	250	\$	275	\$	300
Manager		200		210		220
Senior		150		160		170
Staff		100		120		130
Clerical		45		50		55

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engineering | architecture | environmental | surveying landscape architecture | planning | economic development 604 Wilson Avenue <u>Menomonie, WI 54751</u> 715-235-9081 800-472-7372 FAX 715-235-2727 www.cedarcorp.com

September 21, 2020

City of Abbotsford Attn: Dan Grady, Administrator PO Box 589 Abbotsford, WI 54405

SUBJECT: Proposal to Conduct Environmental Monitoring 2021 through 2023, Abbotsford Landfill

Cedar Corporation is pleased to present our qualifications and cost estimate to complete the environmental monitoring at the closed City of Abbotsford Landfill (#02932). This proposal presents a cost to complete the semi-annual environmental monitoring for the years 2021 through 2023. The scope of work for the monitoring is to provide sampling for six ground water monitoring wells, five landfill gas monitoring probes, and leachate, twice per year in the months of March and September through 2023.

### Scope of Work:

Landfill ground water monitoring will include well purging and sampling as follows:

Sample Points: B-4R, B-4A, B-9R, MW-14, PZ-14, MW-16, and MH-11.

Sample Parameters:

- Comment on sample odor, sample color, and sample turbidity.
- Measure sample temperature (degrees Celsius), infield specific conductance, and pH.
- Determine ground water elevation (feet above mean sea level).
- Sample parameters per WisDNR site monitoring schedule.

Landfill gas monitoring probes will be sampled as follows:

Sample Points: P-1, GP-2, GP-3, GP-4, and GP-5.

Sample Parameters:

• Methane, oxygen, carbon dioxide, temperature, barometric pressure, barometric trend.

Cedar Corporation will provide the following in order to complete the environmental monitoring:

• Qualified personnel meeting State Administrative Codes to conduct ground water and landfill gas sampling.

- Properly equipped field vehicle.
- Necessary field testing equipment including:
  - o pH meter
  - o specific conductance meter
  - o temperature probe
  - o necessary bailers, rope, and depth to water meters to acquire the necessary data
  - chain-of-custody, shipping labels, and ice to properly prepare samples being sent to a laboratory
  - laboratory analysis for six monitoring wells and leachate per the current Plan of Operations
- Landfill gas sampling and analysis equipment.
- GEMS reporting to WisDNR of analysis for each round of sampling.

Under this agreement, Cedar Corporation will be providing laboratory analysis services through a subcontracted third party independent laboratory under the terms of the agreement with the laboratory. They will provide sample containers, sample preservatives as is necessary, shipping coolers, costs associated with sample shipment, and results reported in the required format for submittal to the WisDNR. As part of the agreement, Cedar Corporation will provide a letter for the WisDNR, copied to the City of Abbotsford, discussing the results of each monitoring round and identifying any parameters that appear to be anomalous or significantly changed from previous data.

The client will be responsible for all applicable governing agency fees including, but not limited to, permit review applications, impact fees, park land dedication, water and sewer connection recording, etc. Additional services, if required, would be provided at the consultants hourly rate fee schedule or as negotiated with the client. Services other than the sampling and reporting of ground water and landfill gas conditions at the landfill are not included in this proposal.

### **Provided by the Client:**

The client will provide the consultant with location maps of monitoring points for both monitoring wells and landfill gas probes.

### **Compensation:**

The client agrees to pay the consultant on an hourly time and materials fee for professional services with a total not to exceed fee of \$5,450.00 per year through 2023. This fee includes laboratory analysis for groundwater and leachate sampling. Any additional work not included in this scope of services will be invoiced to the client on a time and material basis. Consultant will provide a written quotation for any additional work at the client's request.

### **Payment Policy:**

The client agrees to pay the consultant the amount shown on invoices presented to the client for services rendered on a monthly basis. All invoices are due within 30 days of receipt. Invoices that are not paid within 30 days of receipt will accrue interest at the rate of 1.5% per month.

### Agreement:

If these terms as stated above are understood and agreeable, please sign both copies of this proposal and return one to our office by either fax or email. Consultant reserves the right to void this contract if not accepted within 30 days of the date of this proposal.

• .

Sincerely,

CEDAR CORPORATION

timm

Mitch Evenson Environmental Director

MEE/br

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

For the City of Abbotsford

September 14, 2020



Dan Grady, Administrator City of Abbotsford 203 North First Street Abbotsford, WI 54405

Re: Proposal for Year 2021 Semi-Annual Groundwater, Leachate, and Landfill Gas Monitoring and WDNR Reporting Closed City of Abbotsford Landfill, 400 N. Galvin Road, License No. 2932

Dear Mr Grady:

As requested, the following is MSA Professional Services, Inc. (MSA) proposal to perform the semi-annual groundwater, leachate and landfill gas monitoring and WDNR reporting at the closed City of Abbotsford Landfill during 2021. It is our understanding that the semi-annual monitoring events should occur during the months of March and September, as stated in the WDNR's Conditional Plan Modification approval document dated December 1, 2010.

We have attached the WDNR's Table 1 from the December 1, 2010 Plan Modification and it is our understanding of the monitoring schedule and the laboratory parameter requirements. This is the basis of MSA's cost presented in the proposal.

The following describes the proposed scope of work and the annual cost estimate for year 2021.

### SCOPE OF WORK

<u>Semi-Annual Groundwater, Leachate and Landfill Gas Monitoring and Reporting</u> According to the WDNR correspondence, there are six (6) monitoring wells (B-4R, B-4A, B-9R, MW-14, MW14A, and MW-16) at the landfill with semi-annual (2 times per year) monitoring and WDNR reporting for the months of March and September. The laboratory and field parameters for the closed landfill monitoring are shown on the attached Table 1, which is obtained from the December 1, 2010 WDNR document.

1230 South Boulevard Baraboo, WI 53913

P (608) 356-2771 TF (800) 362-4505 F (608) 356-2770

www.msa-ps.com

In addition, leachate sampling and laboratory testing from the Leachate Manhole (Point ID #8) is required on a semi-annual basis. The laboratory parameters for the leachate sampling are also shown on the attached Table 1. We assume no manhole entry is needed for the leachate sample collection.

Also, there are five (5) gas probes (GMP-1 to GMP-5) to be sampled on a semiannual basis (March and September) for the parameter list shown in Table 1.

MSA will provide an experienced environmental technician and equipment to collect the semi-annual groundwater, leachate, and landfill gas probe samples

© 2020 MSA Professional Services

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Dan Grady, Administrator City of Abottsford September 14, 2020

### **Closing Remarks**

MSA's environmental services will be performed and invoiced on a lump sum basis in accordance with the enclosed MSA Agreement for Environmental Consulting Services. Extra work for the closed landfill project can be authorized on a time and materials basis, as requested by the City. If the described scope of services and costs are acceptable, the enclosed services agreement can be used as our notification to proceed.

Thank you for requesting our services. We appreciate the opportunity to provide environmental engineering services to the City of Abbotsford, and we look forward to successfully working for the City.

Sincerely,

MSA Professional Services, Inc.

whend Lyster

Richard Lyster, P.G. Project Manager

RSL:dp Enc.

cc: Dan Borchardt, MSA Dan Greve, MSA



H:\WPDATA\PROPOSAL\2020\Abbotsford\7681042 City Abottsford LF Sept 2020.docx

LEACHATE Manhole (point ID #8)	Annually (September)	00625 Total Kjeldahl Nitrogen 00150 Total Suspended Solids 01002 Arsenic, Total VOC Scan (EPA method 8260 or 8021) SVOC Scan (See NR 507.30- Table 4 for the list of parameters)
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### (GAS MONITORING)

GAS PROBES	MONITORING FREQUENCY	PARAMETERS
GMP-1 GMP-2 GMP-3 GMP-4 GMP-5	Semi-annually (March and September)	85547 % Methane 85548 % Of Methane LEL 85550 % Oxygen 46388 Field Temperature(air) 00025 Barometric pressure 46381 Pressure trend, barometric 85544 % Carbon dioxide

### MSA PROFESSIONAL SERVICES, INC. (MSA) - GENERAL TERMS AND CONDITIONS OF SERVICES (ENVIRONMENTAL)

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

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

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

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

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

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

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

7. MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to and representation at the site will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and, in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA 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 Documents.

8. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

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

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

10. If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

11. OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

12. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the

Page 2 of 4

injury or loss, cost, fee or expense arising from damaged utilities or other objects that were not called to MSA's attention or which were not properly located on plans and information furnished to MSA. OWNER shall continue to supply to Consultant all material information and documents in its possession, custody or control known to OWNER and material to the Site and the Services, including the location of subterranean structures and conditions such as, but not limited to, pipes, tanks and telephone cables. OWNER will give prompt notice to Consultant whenever it becomes actually aware of any development that materially and adversely affects the scope or timing of the Services.

22. The OWNER will furnish right-of-entry and complete access for MSA, its subcontractors, consultants, agents, officers, directors and employees to such property as may be necessary for MSA to perform the Services under this Agreement. MSA will take reasonable precautions to minimize damage to the property caused by MSA's equipment, but has not included in MSA's fee the cost of restoration of damage which may result from MSA's operations. If the OWNER requires MSA to restore property to its former condition, the costs associated with restoration will be added to MSA's fee.

23. The Scope of Services may not be adequate to identify environmental hazards or problems, even if performed in accordance with "current professional standards", and, therefore, MSA cannot guarantee the accuracy of results or conclusions relating thereto.

Information provided to MSA by individuals familiar and/or associated with the property and/or facility, or adjacent land parcels and/or facilities, that is the subject of this Agreement has been accepted by MSA in good faith and is assumed to be accurate. Similarly, information provided to MSA by database search services or via governmental or regulatory records or databases, has been accepted by MSA in good faith and is assumed to be accurate. OWNER has neither requested nor paid MSA to independently verify the truthfulness, accuracy or completeness of the information provided to MSA by database search services, governmental or regulatory records or databases, or by individuals. MSA assumes no responsibility for and provides no certification, warranty or guarantee of the truthfulness, validity, accuracy or completeness of governmental or regulatory records or databases, database search services, or information provided by others to MSA.

MSA's findings, opinions, conclusions and recommendations are based on the actually observed conditions and operations at the property or facility on the specific date or dates of the site tour. OWNER acknowledges that conditions that limit visual observation, such as the presence of snow, thick vegetation, pavement, or structures may interfere with the identification of possible environmental factors or conditions. Hidden or concealed conditions, subsurface conditions, subsequent changes to those conditions actually observed, or incomplete disclosure by others to MSA of past or present activities at, upon or beneath the property or facility, may alter MSA's findings, opinions, conclusions and recommendations. MSA does not accept, and specifically disavows any responsibility or liability for environmental conditions at the property or facility which currently exist, formerly existed, or may exist in the future.

OWNER acknowledges that the OWNER has approved the scope of services and the level of effort for MSA to undertake and, therefore, has determined the corresponding degree of uncertainty as acceptable for the OWNER's purposes. The scope of any sampling or assessment performed by MSA hereunder is limited to the sampling and laboratory analysis of soil and/or groundwater only in certain selected locations. This sampling is intended to investigate the potential for the presence of contaminants in the immediate vicinity of the sampling point or location. Laboratory analysis is only performed for those parameters identified as potential contaminants prior to conducting the sampling or assessment. MSA assumes no responsibility for and expresses no opinion, finding, conclusion or recommendation regarding the presence or absence of any compounds or contaminants for which no such sampling or laboratory analysis was requested or performed. OWNER acknowledges that OWNER has neither requested nor paid MSA to sample and test for compounds or contaminants other than those identified herein.

24. Neither party shall assign this Agreement or any part hereof without the prior written consent of the other party. Any assignment not made in accordance with this Agreement shall be void.

25. AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, MSA PROFESSIONAL SERVICES, INC. HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON THAT LAND AND ON THE BUILDINGS ON THAT LAND IF THEY ARE NOT PAID FOR SUCH LABOR OR MATERIALS. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO MSA PROFESSIONAL SERVICES, INC., ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY, MSA PROFRESSIONAL SERVICES, INC. AGREES TO COOPERATE WITH THE OWNER AND THE LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

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



for All of Us<sup>®</sup>

August 20, 2020

RE: City of Abbotsford Landfill 2021-2025 OMM Proposal SEH No. ABBOT156901 14.00

Mr. Dan Grady, Administrator City of Abbotsford 203 North First Street Abbotsford, WI 54405

Dear Mr. Grady:

Short Elliott Hendrickson Inc. (SEH) is pleased to provide this cost estimate to the City of Abbotsford (City) for operations, maintenance, and environmental monitoring (OMM) services for the closed City of Abbotsford Landfill (WDNR License #02932) for a five year period commencing January 1, 2021 and completing December 31, 2025. We trust that our familiarity with site, and knowledge of the State solid waste regulations and Wisconsin Department of Natural Resources (WDNR) staff, will be a valuable and cost effective resource to the City for maintaining regulatory compliance at the landfill.

Environmental monitoring will be conducted in accordance with the WDNR's December 1, 2010 Long-Term Monitoring Plan Modification Approval for the facility. Please find attached Table 1, "Site Monitoring Schedule" which summarizes the current WDNR monitoring requirements for the facility. In addition to the field monitoring services, SEH will prepare and submit monitoring data to the WDNR groundwater and environmental monitoring system (GEMS) data base and complete preparation and submittal of the 5-Yr OMM Report during 2025.

Following is a discussion of the scope of services and estimated costs proposed by SEH for the 2021-2025 OMM for the landfill.

### SCOPE OF WORK

### Task 1: Landfill Gas, Groundwater Monitoring and GEMS Reporting

SEH will provide equipment, labor, laboratory analytical, and field analysis to complete groundwater and LFG monitoring in accordance with the WDNR's December 1, 2010 long-term care plan modification and attached Table 1. Please note that this effort does not include any additional follow up or confirmation monitoring that may be necessary based on data collected during routine monitoring. For reference, this has not been necessary in the past but has the potential to be necessary if groundwater quality or landfill gas issues arise.

The results of the above referenced monitoring will be reported to the City and WDNR in accordance with s. NR 507.26 Wisconsin Administrative Code within 60 days of the end of each semi-annual sampling period.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 10 North Bridge Street, Chippewa Falls, WI 54729-2550

SEH is 100% employee-owned | sehinc.com | 715.720.6200 | 800.472.5881 | 888.908.8166 fax

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Mr. Dan Grady August 20, 2020 Page 2

### Task 2: 5-Year Summary Report (2025)

During 2025 SEH will prepare and submit the required 5-Year summary report in accordance with Condition #5 in the WDNR's December 1, 2010 long-term care plan modification. It is our understanding that a 5-Year Summary report was prepared and issued to the WDNR during 2020.

### ESTIMATED PROJECT FEES

SEH proposes to perform the scope of work described above on a lump sum basis for the estimated fee of \$33,100, which includes labor and expenses. An annual summary of the proposed fees are summarized below should the City choose to contract for lesser term that what is proposed. Costs will not exceed the proposed estimate without prior authorization from the City.

Year	Annual Lump Sum Fee	Summary of Services
2021	\$6,300	OMM, Semi-Annual WDNR Data Reporting
2022	\$6,300	OMM, Semi-Annual WDNR Data Reporting
2023	\$6,300	OMM, Semi-Annual WDNR Data Reporting
2024	\$6,300	OMM, Semi-Annual WDNR Data Reporting
2025	\$7,900	OMM, Semi-Annual WDNR Data Reporting, 5-Year Progress Report
TOTAL	\$33,100	

### CLOSING

SEH appreciates the opportunity to assist the City with this project. Should you wish to retain SEH to continue the OMM services during the above referenced term, or any annual term at your discretion, please contact me and I will issue to you an Agreement for your authorization. If you have any questions regarding this scope of work and fee estimate, please feel free to call me at 715.456.4621 to discuss.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

Brian L. Kent, CHMM Project Manager

BLK Attachment c: Jerry Doriott, SEH p:\ae\abbot\common\2021-2025 If cost est\abbot\ford If 2021-2025 omm cost estimate prop Itr.docx

### Table 1 Site Monitoring Schedule

Sample Location	Parameter	Method	Parameter	Sample Interval	
Gas Probes	% Carbon Dioxide	5. A . CMALE 200	ID		Long Term
GP-1 (601), GP-2 (604), GP-3 (607), GP-4R (610), GP-5	% Methane	GEM2000 Meter	85544	SA	-
613)	% Oxygen	GEM2000 Meter	85547	SA	
	Air Temperature	GEM2000 Meter	85550	SA	March and Septembe
	Barometric Pressure	Thermometer	00011	SA	
		Local Airport	00025	SA	1
Leachate	Barometric Trend	Local Airport	46381	SA	
MH-11 (008)	Specific Conductance	pH/Conductance Meter	00094	SA	
VIH-11 (008)	pH	pH Conductance Meter	00400	SA	
	Total Alkalinity		00410	SA	
	Total Hardness		00900	SA	
	Total Cadmium		01027	SA	
	Total Manganese		01055	SA	
	TSS		00150	SA	
	BOD- 5 day		00310	SA	
	Arsenic, Total		01002	SA	
	Total Chloride		00940	SA	March and Septembe
	Total Sulfate		00945	SA	
	Total Lead		01051	SA	
	TKN		00625	SA	
	Total Sodium		00929	SA	
	Total Iron		74010	SA	
	Total Ammonia-N		00610	SA	
	Total Mercury		71900	SA	
	VOCs	EPA SW846 8021/8260		SA	
	SVOCs	EPA SW846 8270		A	September
Ionitoring Wells	Water Elevation	Water Level Indicator	04189	SA	
3-4A (013), PZ-14 (022)	Temperature	Thermometer	00010	SA	
	Specific Conductance	pH/Conductance Meter	00094	SA	
	pН	pH/Conductance Meter	00400	SA	
	Total Hardness,filtered		22413	SA	March and September
ſ	Dissolved Chloride		00941	SA	the second se
	Total alkalinity, filtered		39036	SA	
	Total Sulfate		00945	SA	
	Odor, Color, Turbidity	Visual Observation	1,2,3	SA	
	VOCs	EPA SW846 8260/8021	1,2,0	A	September
ubtitle D Monitoring Wells	Water Elevation	Water Level Indicator	04189	SA	September
-4R (017), B-9R (015), MW-14 (020), MW-16 (028)	Temperature	Thermometer	00010	SA	
	Specific Conductance	pH/Conductance Meter	00094	SA	
	pH	pH/Conductance Meter	00400	SA	
-	Total Hardness,filtered	priveonadetance Meter	22413	_	Moreh and Contambor
	Dissolved Chloride		00941	SA	March and September
	Total alkalinity, filtered			SA	
	Total Sulfate		39036	SA	
+		Viewel Ob	00945	SA	
·	Odor, Color, Turbidity VOCs	Visual Observation	1,2,3	SA	
ite Conditions (600)		EPA SW846 8260/8021		A	September
	Temperature	Thermometer	00011	SA	
Ļ	Barometric Pressure Barometric Trend	pH/Conductance Meter	00025	SA	March and September
		pH/Conductance Meter	00024	SA	

Revised 04/15 by: <u>BLK</u> Checked by:

1

### HALLOWEEN GUIDANCE DURING COVID-19

We want you to enjoy Halloween traditions like Trick-or-Treating as safe as possible for the entire family. Large gathering or events are still not recommended due to the risk of COVID-19, so this year consider celebrating a little differently. Keep tabs on how active COVID-19 is in your community, and have a back-up plan on the ready. Don't forget to remind your little monsters to wash their hands, watch their distance, and wear their face coverings. If you or someone in your house is sick, stay home.

### FOR MUNICIPALITIES

- Be consistent- Select the same Trick-or-Treat hours for all municipalities
- Hold a contest- Encourage yard decorations or virtual costume contests
- No place like home Encourage participates to stay in their own neighborhoods
- Mask up Encourage all participants to wear face coverings with their costumes and social distance with those outside of household
- Keep space Encourage participants to stay 6 feet apart from others and not crowd on porches
- Free to decline If you don't want to participate, turn porch light off
- Be respectful Respect those who have their lights turned off
- Family first Only Trick-or-Treat with your household members
- Limit contacts- Place candy in a bucket or table on the front porch. No in-person contact is recommended.



Make this Halloween memorable for reasons other than COVID-19! The more people, the more chance of COVID-19 showing up uninvited.

### FOR FAMILIES

- Get creative- Decorate your yard or windows
- Make new traditions Carve pumpkins at home, bake sweet treats, hide candy in the backyard, or watch a scary movie
- Take it outside There is no risk-free way to hold an indoor house party
- Keep germs to yourself- Stay home and do not participate if you do not feel well or were in contact with someone who was sick
- Mask up Those over age 2 and who are able are encouraged to wear a face covering
- Control the candy Place candy in a bucket or table on the front porch. No in-person contact is recommended.
- Avoid going door-to-door in groups Stick with your household members in your own neighborhood
- Pack hand sanitizer and keep it with an adult– It's not needed after every house
- Protect the most at risk Those with a chronic health condition or 65+ are encouraged to stay home or Trick-or-Treat virtually on the phone
- Handle candy with care- Wash hands before/after sorting candy and before eating
- Risk of getting sick from food packaging is thought to be low- For extra caution consider holding candy overnight. Do NOT use disinfectants of any kind on the candy.



Organizations bring people together and connect communities! Help reduce the spread of COVID-19 by including important prevention measures this Halloween.

### FOR ORGANIZATIONS

- Indoor parties and enclosed haunted houses are strongly discouraged – the more people, the closer together, for a longer period of time, the higher the risk for spreading COVID-19
- Take it outdoors- Host a "Trunk or Treat" line of cars handing out candy in a parking lot or a "drive through" haunted house
- Spread out Park cars several feet apart so lines keep moving and people are not crowded
- Promote space for health Encourage participants to wear face coverings and stay 6 feet apart during any event
- Virtual is best Offer virtual costume contests or events
- Families first Stay with your household members only
- Don't bring COVID-19 to the event Stay home if you are feeling even mildly sick, are in isolation, or are in quarantine

For Halloween guidance from the Wisconsin Department of Health Services, please visit https://www.dhs.wisconsin.gov/covid-19/community.htm

### Have A Happy Halloween!



Last updated: 9/24/2020



### HOW TO TRICK-OR-TREAT SAFELY DURING COVID-19

Clark County Health Department is supportive of trick-or-treating with good community education around safe practices. Large events and gatherings are still not recommended at this time.

### PUBLIC HEALTH BEST PRACTICES

### FOR TRICK-OR-TREATERS, HOMEOWNERS, & PARENTS/GUARDIANS



Stay home if sick. DO NOT hand out treats or trick-or-treat if you are sick.



Trick or treat with people you live with. Household members go together.



Practice social distancing. Remain 6 feet apart from people not in your household.

Wear a face mask that covers BOTH your mouth and nose when appropriate. This means even under/over your Halloween accessories as necessary.

Homeowners distribute treats by placing them in a bucket or on a table on the front porch instead of handing things out. No in-person contact.



Have hand sanitizer available. Use hand sanitizer often and before eating or after coughing/sneezing.



Avoid public interaction with high risk groups both in the home as well as nursing home facilities.

### ADDITIONAL TRICK-OR-TREATING SAFETY REMINDERS:

- Examine all treats and wash hands before eating
- Avoid eating homemade treats made by strangers
- Guide children to stay on the right side of the road and walk on sidewalks when possible. Look both ways before crossing the street.
- Carry a flashlight at night and ensure children have reflective clothing.
- Wear well-fitting masks and costumes appropriate for weather that also avoid blocking vision.
- Homeowners can post a sign or use porch lights to indicate if they are participating in trick-or-treat.



P.O. Box 589 | 203 N. First St. | Abbotsford, WI 54405 Phone: 715-223-3444 | Fax: 715-223-8891

Website: www.ci.abbotsford.wi.us

### APPLICATION FOR BEVERAGE OPERATOR'S LICENSE

Provisional Licens	e <u> </u>	City of Abbotsford
Original License	Fee \$25.00	PO Box 589
Renewal License	Fee \$25.00	Abbotsford, WI 54405

I, the undersigned, do hereby make application to the local governing body of the City of Abbotsford, Wisconsin for a license to serve, from **June 30**, **2020 to June 30**, **2021** inclusive (unless sooner revoked), fermented malt beverages and intoxicating liquors, subject to the limitations imposed by Section 125.32(2) and 125.68(2) of the Wisconsin Statues and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations; federal, state or local, affecting the sale of such beverages and liquors if a license be granted to me.

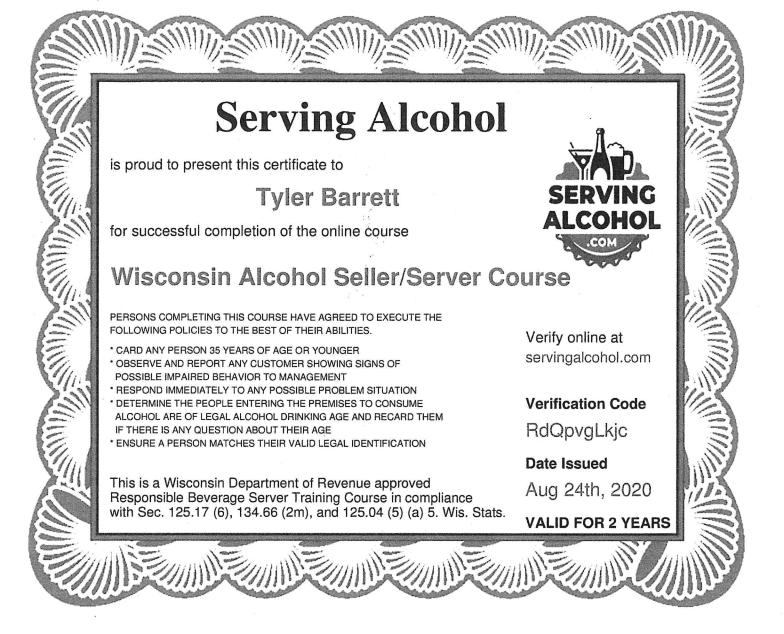
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Date of Birth		Sov		*		
		Sex	Race		Phone Number	
Social Securit	ty Number		Busine	ss License w	vill be used	
Have you bee	on convicted	of any felony or	of violating any la	w of the Stat	te of Wisconsin or of the Unite	4
			or violating any la	w of the Star		a
States?						
	Date of Cor	viction (If Any)	· · · · · · · · · · · · · · · · · · ·	- Seattle	×	
No	Nature of O	ffense	11	n la na la trans		

Being first duly sworn on oath says that he/she is the person who made and signed the foregoing application for an operator's license; that all the statements made by the applicant are true.

Applicant's Signature

/ / \_\_\_\_Added to Council Agenda:\_\_\_\_/

Approved:



This is not a Wisconsin operators/bartenders license. This certificate will be requested to obtain a Wisconsin operators/bartenders license from the Wisconsin city clerk's office in the municipality where you are working. Find your city clerk's office here: https://elections.wi.gov/clerks/directory

> Wisconsin Alcohol Seller/Server Course Name: Tyler Barrett Certification Date: Aug 24th, 2020 Certificate Code: RdQpvgLkjc Verify Online: servingalcohol.com 125.17(6), 134.66 (2m), 125.04(5)(a)5 Wis. Stats. SERVING ALCOHOL INC VALID FOR 2 YEARS

Learn more about this wallet card at http://servingalcohol.com/wallet-card 1/2



P.O. Box 589 | 203 N. First St. | Abbotsford, WI 54405 Phone: 715-223-3444 | Fax: 715-223-8891

Website: www.ci.abbotsford.wi.us

### **APPLICATION FOR BEVERAGE OPERATOR'S LICENSE**

		· ·		
Provisional Li	cense	_Fee \$15.00	City of Abbotsford	
Original Licer	ise	_Fee \$25.00	PO Box 589	
Renewal Lice	nse	Fee \$25.00	Abbotsford, WI 544	05
Wisconsin for fermented ma 125.68(2) of t agree to com	a license to serve alt beverages and he Wisconsin Stat ply with all laws, re	e, from <b>June 30, 20</b> intoxicating liquors, ues and all acts am	20 to June 30, 2021 in subject to the limitation nendatory thereof and ses and regulations; fe	dy of the City of Abbotsford, nclusive (unless sooner revoked), ons imposed by Section 125.32(2) and supplementary thereto, and hereby deral, state or local, affecting the sale
Rundic	V More	rohos 1	averyn	
Last	F	irst	MI	Maiden Name
			Business License wi	ll be used
States?				e of Wisconsin or of the United
QYes	Date of Conviction	on (If Any)		
-ENO	Nature of Offens	e		
	r's license; that al		ne person who made a lde by the applicant ar	and signed the foregoing application e true.

Received: / / Added to Council Agenda: / / Approved: /



This is not a Wisconsin operators/bartenders license. This certificate will be requested to obtain a Wisconsin operators/bartenders license from the Wisconsin city clerk's office in the municipality where you are working. Find your city clerk's office here: https://elections.wi.gov/clerks/directory

Wisconsin Alcohol Seller/Server Course

Name: Mercedes Bundick

Certification Date: Sep 24th, 2020

Certificate Code: NzzpqNmNUO

Verify Online: servingalcohol.com

125.17(6), 134.66 (2m), 125.04(5)(a)5 Wis. Stats.

SERVING ALCOHOL INC

VALID FOR 2 YEARS

I earn more about this wallet card at http://servingalcohol.com/wallet-card



Applicant's Signature

Received: / / Added to Council Agenda: / / Approved: / /

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### **OPERATOR'S LICENSE**

NO. 8

\$ 5.00

WHEREAS, the local governing body of the City of Colby, Counties of Clark & Marathon, Wisconsin, has, upon application duly made, granted and authorized the issuance of an "Operator's" License to Mary Jensen, 904 Pine St, Lot 1, Withee, WI.

AND WHEREAS, the said applicant has paid to the treasurer the sum of \$5.00 as required by local ordinances and has complied with all requirements necessary for obtaining a license:

NOW THEREFORE, AN "Operator's" License, pursuant to Sections 125.32(2) and 125.68(2) of the Wisconsin Statutes, and local ordinances, is hereby issued to said applicant.

For the period ending June 30, 2021.

(Corporate Seal)

Given under my hand and the corporate seal of the City of Colby, Counties of Clark and Marathon, State of Wisconsin, this 10<sup>th</sup> day of June, 2020.

Clerk



MY COMMISSION EXPIRES

Wisconsin's First City

P.O. Box 589 | 203 N. First St. | Abbotsford, WI 54405 Phone: 715-223-3444 | Fax: 715-223-8891

Website: www.ci.abbotsford.wi.us

### APPLICATION FOR BEVERAGE OPERATOR'S LICENSE

Provisional License	Fee \$15.00	City of Abbotsford
Original License	Fee \$25.00	PO Box 589
Renewal License	Fee \$25.00	Abbotsford, WI 54405

I, the undersigned, do hereby make application to the local governing body of the City of Abbotsford, Wisconsin for a license to serve, from **June 30**, **20**<sup>20</sup> **to June 30**, **20**<sup>21</sup> inclusive (unless sooner revoked), fermented malt beverages and intoxicating liquors, subject to the limitations imposed by Section 125.32(2) and 125.68(2) of the Wisconsin Statues and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations; federal, state or local, affecting the sale of such beverages and liquors if a license be granted to me.

Orlikowski Last	First	<u> </u>	Orlikowsk;
Luot	FIRS	K A I	ne
		Nace	Phone Number
Social Security Num	ber	<u>Cenergy</u> Dba A Business L	Hoby Fravel Stop
Have you been conv	icted of any felony		he State of Wisconsin or of the
O Yes	Date of Conviction Nature of Offense_	(If Any)	
Being first duly sworn application for an ope	n on oath says that erator's license: tha	he/she is the person who t all the statements made	made and signed the foregoing by the applicant are true.
Applicant's Signature			
SUBSCRIBED AND	SWORN TO BEFO	RE ME THIS DA	YOF
	,/		
NOTAR	YPUBLIC		

### SERVER license.com

### Wisconsin Responsible Beverage Seller/Server Training

### Gage Orlikowski

has met all training requirements and successfully completed the above course and/or exam.

Certification Number: SL111342

Date of Completion: 08/22/2020

Kuly Bailey

Authorized Signature

ServerLicense.com is approved by the Wisconsin Department of Revenue and fully complies with statutes 125.04 and 125.17. Present this certificate to your local municipal clerk's office to receive your Operator's or Retail license.

Diversys Learning, Inc. 1101 Arrow Point Drive, Suite 302 Cedar Park, TX 78613



P.O. Box 589 | 203 N. First St. | Abbotsford, WI 54405 Phone: 715-223-3444 | Fax: 715-223-8891

Website: www.ci.abbotsford.wi.us

### **APPLICATION FOR BEVERAGE OPERATOR'S LICENSE**

<b>Provisional License</b>	χ	Fee \$15.00	City of Abbotsford
Original License	X	_Fee \$25.00	PO Box 589
Renewal License		_Fee \$25.00	Abbotsford, WI 54405

I, the undersigned, do hereby make application to the local governing body of the City of Abbotsford, Wisconsin for a license to serve, from **June 30, 2020 to June 30, 2021** inclusive (unless sooner revoked), fermented malt beverages and intoxicating liquors, subject to the limitations imposed by Section 125.32(2) and 125.68(2) of the Wisconsin Statues and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations; federal, state or local, affecting the sale of such beverages and liquors if a license be granted to me.

Last Brossow	First	Alan	Maiden Name
	0		
Social Securit	v Number	Business Li	cense will be used
Have you bee States?	n convicted of any felony <b>or</b> of	violating any law of	the State of Wisconsin or of the United
⊡Yes ■No	Date of Conviction (If Any) Nature of Offense		

Being first duly sworn on oath says that he/she is the person who made and signed the foregoing application for an operator's license; that all the statements made by the applicant are true.

Applicant's Signature					
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				÷	2.0
Received: 9,14,20	Added to Council Agenda:	/ / /	Approved:	1	
		151			8900,08



## **CERTIFICATE OF COMPLETION**

This certifies that

### Wyatt Brossow

is awarded this certificate for

# Wisconsin Responsible Beverage Server Training



Expiration Date 09/11/2022

WI-114486 Certificate #

Official Signature

Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats.

This certificate is non-transfereable and represents the successful completion of an approved

6801 N Capital of Texas Hwy, Bldg 1, Suite 250 | Austin, TX 78731 | 877.881.2235 | www.360training.com

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