VILLAGE OF MARATHON CITY, MARATHON COUNTY, WISCONSIN
AGENDA
UTILITY COMMISSION MEETING – HYBRID
VILLAGE HALL – BOARD ROOM
WEDNESDAY, AUGUST 27, 2025 - 4:00 p.m.

PUBLIC VIRTUAL ACCESS

Join Teams Meeting: https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting

Meeting ID: 261 174 214 35
Passcode: cY2jA33d

Notice Posted at the Municipal Center	Notice Received by Record-Review
DATE: Monday, August 25, 2025	DATE: Monday, August 25, 2025
TIME: 2:15 pm	TIME: 2:15 pm

1. **CALL TO ORDER**
   UTILITY ROLL CALL: A. BERENS, B. BOHR, M. TELFORD, D. SEILER, K. HANDRICK JR.

2. **PLEDGE OF ALLEGIANCE**

3. **RECOGNITION OF VISITORS**
   a. Virtual Meeting Guidelines
      i. This meeting will be recorded and available upon request
   b. Public Participation at Government Meetings

4. **APPROVAL OF MINUTES OF PREVIOUS MEETINGS**
   a. Discuss and Possible Action on Approval of Minutes for June 18, 2025 Utility Commission Meeting

5. **REVIEW AND APPROVAL OF PAYMENT OF BILLS**

6. **PUBLIC UTILITY OPERATIONS & FACILITIES REPORT**

7. **UNFINISHED BUSINESS**

8. **NEW BUSINESS**
   a. Discuss Water Tower Project Progress
   b. Discuss and Approval Well #1 Project Progress
   c. Discuss and Approval on Water & Sewer Connection for 704 Thornapple St

9. **SCHEDULED MEETINGS**
   a. Regular Meeting: Wednesday, September 24, 2025 – 4:00 p.m.
   b. Special Meetings as Needed

10. **ADJOURNMENT**

Cassie Lang
Village Clerk / Deputy Treasurer

VILLAGE OF MARATHON CITY, MARATHON COUNTY, WISCONSIN

UTILITY COMMISSION MEETING – HYBRID

VILLAGE HALL – BOARD ROOM
WEDNESDAY, JUNE 18, 2025 - 4:00 p.m.

MINUTES

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1. **CALL TO ORDER at 4:02 pm**
   UTILITY ROLL CALL: A. BERENS-Present, B. BOHR-Present, M. TELFORD-Absent, D. SEILER-Present, K. HANDRICK JR.-Present

2. **PLEDGE OF ALLEGIANCE**

3. **RECOGNITION OF VISITORS**
   a. Virtual Meeting Guidelines
      i. This meeting will be recorded and available upon request
   b. Public Participation at Government Meetings
   Attending in Person – Village Public Works Intern – Connor Smith
   Attending Virtually – Kevin O'Brien from the Record Review

4. **APPROVAL OF MINUTES OF PREVIOUS MEETINGS**
   a. Discuss and Possible Action on Approval of Minutes for May 28, 2025 Utility Commission Meeting
   MOTION – Approve Minutes from May 28, 2025 Utility Commission Meeting
   Motion made by Bohr second by Handrick. Motion passed by voice vote.

5. **REVIEW AND APPROVAL OF PAYMENT OF BILLS**
   Commission Members questioned the following bill payments:
   Check #48763 – Aquafix, Inc. – Bug on a Rope degreaser for lift stations
   Check #48765 – Bassett Mechanical – 3 different invoices at WWTP
   Check #48794 – Land Clearing Services, Inc. – Curb stop at Peoples State Bank
   MOTION – Approve Payment of Bills
   Motion made by Handrick second by Bohr. Motion passed by voice vote.

6. **PUBLIC UTILITY OPERATIONS & FACILITIES REPORT**
   Director of Public Works, Ken Bloom, presented the Commission with a Facilities Report for June. The report and supplemental material can be found in the Agenda Packet.

7. **UNFINISHED BUSINESS**
   a. Discussion on Cure-In-Place Piping Options
   Administrator Cherek opened discussion stating he reached out to other municipalities that have utilized cure-in-place piping. The City of Wausau Public Works Supervisor told Cherek they have seen good results from the process. The project would add an estimated 50 years to the life of the sewer mains.
   Cherek explained a price break by doing more lineal feet at one time. The whole project would cost an estimated $40 per lineal foot, whereas, splitting the project in half is estimated at $45 per lineal foot. He explained it made sense to do the whole project at once to save on the mobilization fees of having the company come with equipment 2

different times and the rate of inflation may push the $45/foot higher by time the Village would be ready to do the second half of the project.
Financially, it is a good time to do the full cure-in-place project as it is included in the Capital Improvement Plan financial restructuring that the Village Board is planning to approve in July. This allows the project to be funded by a bond as opposed to a bank General Obligation (GO) note. Bonds typically get better interest rates than GO notes. If Commission were to approve half the project to be completed in the 2025-2027 CIP, the second half would likely be ineligible to be bonded due to the smaller financial size of the loan needed. A bank note would be the finance option. That could mean higher interest rates.
Cherek notified the Commission that doing the whole project at once would require a sewer rate increase of about 7.5% (2.5% for the next 3 years).

MOTION – Approve Full Cure-In-Place Project and Forward to Village Board for Final Approval
Motion made by Handrick second by Seiler. Motion passed by voice vote.

8. NEW BUSINESS
No new business discussed.

9. SCHEDULED MEETINGS
a. Waste Water Treatment Plan Tours – Wednesday, June 18, 2025 – 5:30pm & 6:30 pm
b. Regular Meeting: Wednesday, July 30, 2025 – 4:00 p.m.
c. Special Meetings as Needed

10. ADJOURNMENT at 5:15 pm
Motion to adjourn made by Bohr second by Handrick. Motion passed by voice vote.

Cassie Lang
Village Clerk / Deputy Treasurer

Marathon City Utilities Report for July-August 2025

Water Treatment Facility Report

The water facility is operating well and meeting all the testing requirements.

The backwash flow meter at the water plant failed in late 2024. This meter records the daily flow of backwash water used to clean the iron & manganese removal filter. This volume of water is required by the DNR, to be reported on our monthly operating report for the water treatment plant. Currently we are estimating the volume of backwash water used. We have requested a quote for a new meter and will work to fit this expense into our previously approved 2025 annual operations budget, coded under a water treatment plant maintenance expense. The cost of the new meter is approximately $5,200.00.

> **UPDATE 8/25 –** The backwash flow meter has been installed and integrated into the SCADA system. We will now be able to report to the DNR, the exact amount of water used for backwashing our iron and manganese removal filters, instead of estimating the volume.

LW Allen will be onsite on May 13th, 2025, to integrate the previously used liquid fluoridation chemical feed system. After LW Allen has completed the integration, Strand will configure our SCADA system to incorporate operational controls. Once the chemical feed system is back online (operational), Jessica Minich, WDNR, will be notified prior to placing the equipment back in service. If she deems an inspection is necessary, this could further delay the start-up of fluoridation.

> **UPDATE 8/25 –** An email was sent to Jessica Minich, WDNR, on 6/12/25, to inquire whether an inspection and/or written authorization was deemed necessary, prior to start-up of the liquid fluoridation system. No inspection was required, other than sending some pictures of our fluoridation system for documentation. The fluoridation system was put back in service on June 23rd.

A portable, temporary, transducer provided by Badger Meter, was mounted on each of the 4 iron and manganese removal filter cells to monitor the backwash cycles. This gave us useful information on how efficiently the filter cell was getting backwashed (Optimal expansion of the filter bed during the backwash cycle, for maximum removal of sediment). The operator can then increase or decrease the amount of time the cell is aerated or backwashed, to get the optimal removal of sediments and increase the filtering efficiency of the filter bed (green sand).

New plywood and insulation, has been installed in Well #3.

A fire hydrant was replaced on the north side of 1st Street, between Hickory and Washington. This hydrant replaced a 1930's model fire hydrant that didn't have a pumper nozzle.

Ongoing activities: Valve Turning (Exercising of watermain valves)

Wastewater Treatment Facility Report

The wastewater treatment plant met all WPDES permit limits for the months of June and July 2025.

A drawdown test was conducted by Vierbicher Associates on the Trailer Court Lift Station. This was done to determine GPM@TDH. William Reid will use the design characteristics to match motor and pump size, to meet those requirements.

> **UPDATE – 8/25 –** William/Reid was here on August 19th to install the new pumps and motors at the Trailer Court Lift Station. After installation and start-up, the new pumps are still cavitating. The dynamic (pumping) head pressures and flows were recorded. Vierbicher Associates recommended the pumps be designed for 100 gpm @ 65 ft TDH. The dynamic readings on the new pumps were approximately 120-130 gpm @ 53 ft TDH. This is most likely causing the cavitation of the pumps. A smaller impeller may fix the issue according to the pump curve. The problem is who will pay for these modifications? William/Reid purchased the new pumps and motors that were recently installed at a cost of 1000's of dollars. I am waiting on the official start-up report from William/Reid and any input from Smith and Loveless, before we proceed with any changes. Paul from William/Reid called me on Monday morning. He is going to have one of their engineers look at the pumping data from the start-up report, and possibly make a recommendation. I will also forward the start-up report to Vierbicher Associates, since they were responsible for the design point characteristics of the new pumping equipment.

Huber was onsite last week to make adjustments to the screenings wash press. We have not had consistent screenings discharge into the dumpster since start-up last fall. Huber cleared the discharge piping and adjusted the washing times and compaction auger set points on the SCADA system. It will take some time to find out if these changes help improve the process.

> **UPDATE 8/25 –** Market & Johnson was onsite on August 14th to install the new discharge pipe on the Huber Wash Press. The entire pipe and bagger, from the wash press to the dumpster was replaced, including the support brace. Since the pipe was lowered from 22.5° angle to approximately a 10° angle, the movement of the screenings through the pipe into the dumpster, has significantly improved.

Recent cold weather has caused ice formation on the final clarifiers. The ice has caused some Return Activated Sludge (RAS) airlines to start leaking. Aeromod has commented, that some contractors overtighten or under tighten the hose clamps on the airlines, causing the airlines to leak in cold weather. Staff will investigate the cause of the leaks on multiple RAS airlines, as the weather warms up. The airline leaks are approximately 3-4 inches beneath the surface of the water.

> **UPDATE 8/25 –** The 2nd Clarifier (Clarifier B) was drained and modified on August 13th-14th. Market & Johnson was onsite to assist our staff with the project. All 24 airlines in that clarifier were raised up approximately 4 inches, and new flexible tubing was replaced on the upper portion of the RAS airlines. This modification raised the connection between the

rigid stainless-steel airline and the flexible tubing up and out of the water, hopefully eliminating any future problems from ice formation on the clarifier surface over the winter. Aeromod provided all parts and materials for the project, at no charge to the Utility.

Ongoing Activities: Sanitary Sewer Cleaning & Televising

Wastewater Regulatory Requirements:

1) The Utility received a letter from the DNR requesting additional information, for determination of eligibility of the Multi-Discharger Phosphorus Variance.

   UPDATE 8/25 – Strand Associates, the DNR, and Village Staff met on July 21st, to discuss the Multi-Discharger Variance for Phosphorus compliance, that was submitted to the DNR on behalf of the Utility. The DNR stated the Utility is currently meeting the final phosphorus limit, therefore; a Variance is not needed; however, we are currently not discharging at the design flow of the wastewater treatment plant, which could impact future phosphorus removal efficiencies. After the meeting, it is our understanding that the DNR will not grant the MDV, and we will be required to meet the final phosphorus limit of 1.55 lbs. per day. We have not received an official denial letter from the DNR, regarding our application for the MDV, as a Phosphorus compliance option.

2) I have requested a copy of the WPDES draft permit, prior to the 30-day public notice. The DNR has agreed to send me a copy of the draft permit and fact sheet. As of the meeting, I have not received a copy of the draft permit, which leads me to suspect they will not reissue our permit on time. Our current permit is set to expire on September 30th, 2025. If the new permit is not reissued on time, we continue operations under our current permit.

Submitted by: Ken Bloom, Director of Public Works & Utilities

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Tony Evers, Governor
Karen Hyun, Ph.D., Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

July 23, 2025

CASSANDRA LANG CLERK
VILLAGE OF MARATHON CITY
311 WALNUT ST, PO BOX 487
MARATHON CITY WI 54448

Project Number: W-2025-0660
PWSID#: 73701518
DNR Region: WCR
County: Marathon

SUBJECT: WATER SYSTEM FACILITIES PLAN AND SPECIFICATION APPROVAL

Dear Ms. Lang:

The Wisconsin Department of Natural Resources (department), Division of Environmental Management, Bureau of Drinking Water and Groundwater, is conditionally approving plans and specifications for the following project. An engineering report or information of sufficient detail to meet the requirements of s. NR 811.09(3), Wis. Adm. Code, was submitted along with the plans and specifications.

Water system name: Marathon City Waterworks
Date received: 07/07/2025
Consultant: Matt Fisher – Lane Tank Company
Regional DNR Contact: Jessica Minich, 1300 W Clairemont, Eau Claire WI 54701, (715) 797-5360, jessica.minich@wisconsin.gov
DNR Plan Reviewer: Kevin Karpinski, 101 South Webster Street, Madison WI 53707, (608) 852-2880, kevin.karpinski@wisconsin.gov

Project description: On behalf of the Village of Marathon City (Village), Lane Tank Company has submitted plans and specifications for the interior and exterior painting and modifications of the 75,000-gallon single pedestal elevated storage tank located at the intersection of Main Street and Town Road. The department is approving the plans and specifications subject to the conditions below.

The elevated storage tower manufactured by Chicago Bridge & Iron has an access tube air gap that is currently sealed with a rubber boot and will be permanently sealed with a steel plate as a part of this project.

Wet interior paint system: The following paint and coating system will be used for coating the wet interior of the tank. The coating system will be NSF/ANSI 61 certified.

Manufacturer	Prime Coat	Stripe Coat (Seams)	Finish Coat
Tnemec	94H_2O Zinc	Series N140 Epoxy	Series 21 Epoxy

Seam Sealer: Sika Flex 1a

Modifications and Repairs:

- Replace the rubber boot that is currently installed to cover the access tube air gap
  - Weld a ¼-inch thick steel plate from the roof to the access tube to permanently seal the access tube air gap
- Install a new roof safety railing
- Install new insulation and aluminum jacketing along the fill/drain pipe

Recommendations: The following recommendations are based on staff review of the project. The owner is not required to implement the recommendations in order to comply with the approval.

1. The facility should be aware of any applicable air quality and hazardous waste regulations which may apply to the removal and disposal of the old paint or coatings. For additional information, please refer to the information sheet at http://dnr.wi.gov/files/PDF/pubs/wa/WA173.pdf or contact the Air Management or Waste and Materials Management program staff in your region.
2. The department recommends that during the annual inspection of the exterior of the tank, as required in s. NR 810.14(1), Wis. Adm. Code, the access tube gap seal is thoroughly inspected to ensure it is sealed completely.

Approval conditions related to Chapters NR 810 and NR 811, Wis. Adm. Code:

1. A resident project representative shall be designated by the water supply owner or by the agent retained by the owner. The resident project representative shall be knowledgeable regarding the proposed construction and be able to ensure the improvements are being constructed in accordance with the department approved plans, specifications, and conditions of the approval. The project representative shall be present on the work site as needed to assure proper construction and installation of the improvements. (s. NR 811.11, Wis. Adm. Code)
2. After construction, maintenance, repair or modification, waterworks facilities shall be disinfected by procedure outlined in the applicable AWWA standards for wells, water mains, storage facilities or treatment facilities. Waterworks may not be placed in service until bacteriological samples have established that the water is bacteriologically safe. (s. NR 810.09(4), Wis. Adm. Code)
3. The access tube air gap shall be covered as detailed in the specification and a photo of the access tube gap cover be submitted to the undersigned when complete. (s. NR 811.64(1)(a), Wis. Adm. Code)
4. Interior paints and coating systems and application procedures shall be consistent with the latest version of AWWA standard D102 and have NSF/ANSI Standard 61 approval. The paint shall be allowed to cure to the manufacturer's recommendations. (s. NR 811.64(15)(b), Wis. Adm. Code)
5. The disinfection of the tank shall be in accordance with one of the three methods in AWWA Standard C652-11. (s. NR 810.09(4), Wis. Adm. Code)
6. The water supply owner shall obtain approval of coverage under a Wisconsin Pollutant Discharge Elimination System (WPDES) wastewater general permit prior to the discharge of any chlorinated or treated water to waters of the state as a result of construction, disinfection, normal operations, or backwashing pursuant to s. 283.31, Wis. Stats and s. NR 810.19, Wis. Adm. Code. The approval process for WPDES wastewater general permits may take up to 30 days. Contact the wastewater general permits inbox (DNRWYWastewaterGeneralPermits@wisconsin.gov) or go to https://dnr.wisconsin.gov/topic/Wastewater/GeneralPermits.html for more information.
7. Two safe samples collected 24 hours apart shall be obtained; or one safe sample shall be obtained (only if a free chlorine residual of at least 0.1 mg/L is remaining when the results of the safe sample are reported) prior to placing the tank back into service. (NR 810.09(4), Wis. Adm. Code)

8. The owner or owner's agent shall provide notification to Jessica Minich from the department's Eau Claire office upon completion of the improvements so that she can inspect the completed improvements and issue written authorization prior to placing the improvements in service if she deems necessary. (s. NR 810.26(1), Wis. Adm. Code)

Approval constraints: The project was reviewed in accordance with ss. 281.34 and 281.41, Wis. Stats., for compliance with Chapters NR 108, NR 810, NR 811 and NR 820, Wis. Adm. Code and is hereby approved in accordance with ss. 281.34 and 281.41, Wis. Stats., subject to the conditions listed above. This approval is valid for two years from the date of approval. If construction or installation of the improvements has not commenced within two years the approval shall become void and a new application must be made and approval obtained prior to commencing construction or installation.

This approval is based upon the representation that the plans submitted to the department are complete and accurately represent the project being approved. Any approval of plans that do not fairly represent the project because they are incomplete, inaccurate, or of insufficient scope and detail is voidable at the option of the department.

Be advised that this project may require permits or approvals from other federal, state or local authorities. For example, a certificate of authority from the Public Service Commission of Wisconsin may be required per s. 196.49, Wis. Stats. and ch. PSC 184, Wis. Adm. Code.

Appeal rights: If you believe that you have a right to challenge this decision, you should know that the Wisconsin Statutes and administrative rules establish time periods within which requests to review department decisions must be filed. To request a contested case hearing pursuant to s. 227.42, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. Requests for contested case hearings must be made in accordance with ch. NR 2, Wis. Adm. Code. Filing a request for a contested case hearing does not extend the 30 day period for filing a petition for judicial review. For judicial review of a decision pursuant to ss. 227.52 and 227.53, Wis. Stats., you must file your petition with the appropriate circuit court and serve the petition on the department within 30 days after the decision is mailed. A petition for judicial review must name the Department of Natural Resources as the respondent.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

Project Plan Reviewer

Kevin Karpinski
Public Water Engineering Section
Bureau of Drinking Water and Groundwater

For the Secretary

Benjamin M. Mand, P.E.
Public Water Engineering Section
Bureau of Drinking Water and Groundwater

cc: Ken Bloom – Director of Public Works, Marathon City (by email)
Luanne Wiesman – Marathon City (by email)
Matt Fisher – Lane Tank Company, Menomonie (by email)
Jessica Minich – DNR, Eau Claire (by email)
Emily Pedersen – DNR, Eau Claire (by email)
PSC – Madison (by email)

LANE TANK COMPANY INC.

WATER TOWER PAINTING & REPAIR • INSPECTIONS

PROPOSAL

Date
February 26, 2025

PROPOSAL SUBMITTED TO:	BUSINESS OFFICE:
MARATHON CITY MUNICIPAL UTILITIES *Attn: Aaron Martin* 311 Walnut Street Marathon WI 54448	P.O. Box 500 • Menomonie, WI 54751 Office: 715-235-3110 • Fax: 715-235-5385 lanetank@charter.net
Job Name:	**75,000 Gallon Single Pedestal Water Tank**

We hereby submit specifications and estimates for:

Maintenance Painting and Minor Repair

Of the 75,000 Gallon Single Pedestal Water Tower

As per Attached Specifications and Drawings

We hereby propose to furnish labor and materials- complete in accordance with the above specifications, for the sum of:
*** **One Hundred Twenty Thousand** ***dollars ($ **120,000.00**) Due and payable upon receipt of payment application not to exceed two per month.

All material is guaranteed to be as specified. All work to be complete in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost, will be executed only upon written orders, and will become as extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.

Authorized Signature: Mary Lane Vice-President
LANE TANK CO., INC.

NOTE: This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted:

Date: 7-21-2025

Signature: Steven A. Chell
(Customer Sign Here)

Signature: _____
(Customer Sign Here)

SPECIFICATIONS FOR MAINTENANCE PAINTING AND MINOR REPAIR OF THE 75,000 GALLON SINGLE PEDESTAL WATER STORAGE TANK VILLAGE OF MARATHON CITY, WISCONSIN

INTERIOR – WET:

Upon draining, the Contractor shall clean the tank interior of all mud, sediment and debris. The complete interior of the tank shall then be sandblasted to a SSPC-SP10 grade near-white blast. The Contractor shall use a low dust abrasive such as coal slag or nickel slag. A two to three mil anchor pattern shall be obtained before any paint is applied. The inlet/outlet piping shall be sealed to prevent any abrasive, paint chips or other foreign material from entering the piping system.

Upon completion of sandblasting, the tank shall be thoroughly cleaned by the use of compressed air and vacuuming. A two-coat plus a stripe coat epoxy paint system shall be applied. The first, or prime, coat shall be Tnemec Series 94 H_2O zinc-rich primer, or equal, applied 4 to 6 dry mils thick. A stripe coat of Tnemec Series N140 epoxy, or equal, shall be applied 2 to 3 dry mils thick to all welds, seams, sharp angles or pitted areas. Application of the stripe coat shall be by brush or roller. A second, or finish, coat of Tnemec Series 21 epoxy, or equal, shall be applied 10 to 15 dry mils thick. Color shall be 15BL Tank White. The lapped seams on the roof will be caulked with a NSF approved for potable water such as SikaFlex 1-A.

EXTERIOR:

The complete tank exterior shall be power washed to remove dust, dirt, mold and mildew. The complete exterior shall be spot-prepared to a SSPC-SP3 spot-preparation in any area that is blistering, peeling or otherwise failing. The spot-prepared areas shall receive a spot-coat of Ameron Amerlock direct-to-rust epoxy sealer, 1 to 2 dry mils thick. The spot-sealed areas shall receive a spot-prime coat of Diamond Vogel Iron Prime 600 primer, 2 to 4 dry mils thick. The entire tank shall receive a full finish coat of Diamond Vogel alkyd aluminum, LB2405, 1 to 1-1/2 dry mils thick.

The current lettering shall be repainted in the same size, shape and location as existing.

DRY INTERIOR:

The Contractor shall spot-prepare any failing area to a SSPC-SP3 grade spot-preparation. These areas shall receive a spot-coat of Diamond Vogel primer, NB8505, 1-1/2 to 2 dry mils thick. These areas shall receive a spot-coat of Diamond Vogel alkyd aluminum, LB2405, 1 to 1-1/2 dry mils thick.

ADDITIONAL WORK:

Contractor shall remove the boot from the roof access tube venting area, or CBI gap. Contractor shall permanently seal the gap by welding 1/4" steel plate from the roof to the access tube as per attached drawing. All welds shall be by continuous welding, no skip welding shall be allowed.

Contractor shall fabricate and install an approximately 12 ft. diameter, OSHA approved roof safety railing as per attached drawings.

Contractor shall provide and install new fill/drain pipe insulation in any areas where it is missing. Contractor shall provide and install an aluminum jacket over the entire fill/drain pipe insulation.

SPECIFICATIONS
75,000 Gallon Water Tower
Marathon City, Wisconsin

DISINFECTION:

After interior paint has fully cured, but not before seven days have elapsed after the final coat has been applied, the Contractor shall disinfect the tank in accordance with AWWA Standard C652-11. The Owner shall be responsible for taking two consecutive water samples taken 24 hours apart. If these bacteriological samples come back positive, the Contractor shall be responsible for re-disinfection of the tank until safe samples are obtained.

INSPECTION/QUALITY:

The Contractor shall obtain Wisconsin DNR approval for the project and file with the Utility before any work has begun.

All paint shall be applied in uniform coats, free from runs and sags and in strict conformance with AWWA standards and manufacturer's recommendations pertaining to heat, humidity, mil thickness, re-coat time, thinning, etc.

The Contractor shall use compressors with after coolers/air dryers to bring the compressed air used for sandblasting to within 5 degrees of ambient air temperature and remove excessive moisture from the blast stream.

The Utility and/or its representatives may inspect at any time job progress, surface preparation, paint application, mil thickness, anchor pattern, substrate cleanliness, materials, etc. If any deficiency is found, the Contractor shall remedy at their own expense. Any re-work shall not affect completion time.

Contractor shall have been in business for more than 5 years and have completed ten or more projects of similar size and importance to the customer's satisfaction.

UTILITY'S RESPONSIBILITIES:

Utility shall be responsible for providing an adequate work site for the project and its necessary equipment. Utility shall provide access to the tower with reasonable space to park needed equipment. If access to the tower utilizes private or utility property, Contractor shall work with the Utility to minimize damage to existing lawn and access drive surfaces, however repair of these surfaces will be the responsibility of the Utility.

Utility shall provide a location for an on-site job trailer/first aid facility/shower facility. Utility shall provide a source of potable water and 220 power necessary to the project and equipment.

SPECIFICATIONS
75,000 Gallon Water Tower
Marathon City, Wisconsin

TIME OF COMPLETION:

The elevated water storage tank shall be painted in the 2025 or 2026 painting season. Once the tank is drained, the Contractor shall work diligently seven days a week to minimize tank downtime. The tank shall not be out of service for more than 30 calendar days including cure and disinfection time. For every day after the initial 30 days the work is not complete, the Contractor shall pay the Utility $500 per day in the form of liquidated damages until the work is complete. The Utility may waive or grant an extension of time at its discretion due to weather or other uncontrollable circumstances.

INSURANCE:

Before any work is started, the Contractor shall submit and file with the Utility a certificate of insurance showing the following coverage:

Comprehensive General Liability Insurance:

$2,000,000 Bodily Injury-General Liability & Automobile
$2,000,000 Property Damage-Other than Automobile
$1,000,000 per accident-Property Damage & Automobile

Products:

$1,000,000 Completed Operations Aggregate Limit

Excess Liability:

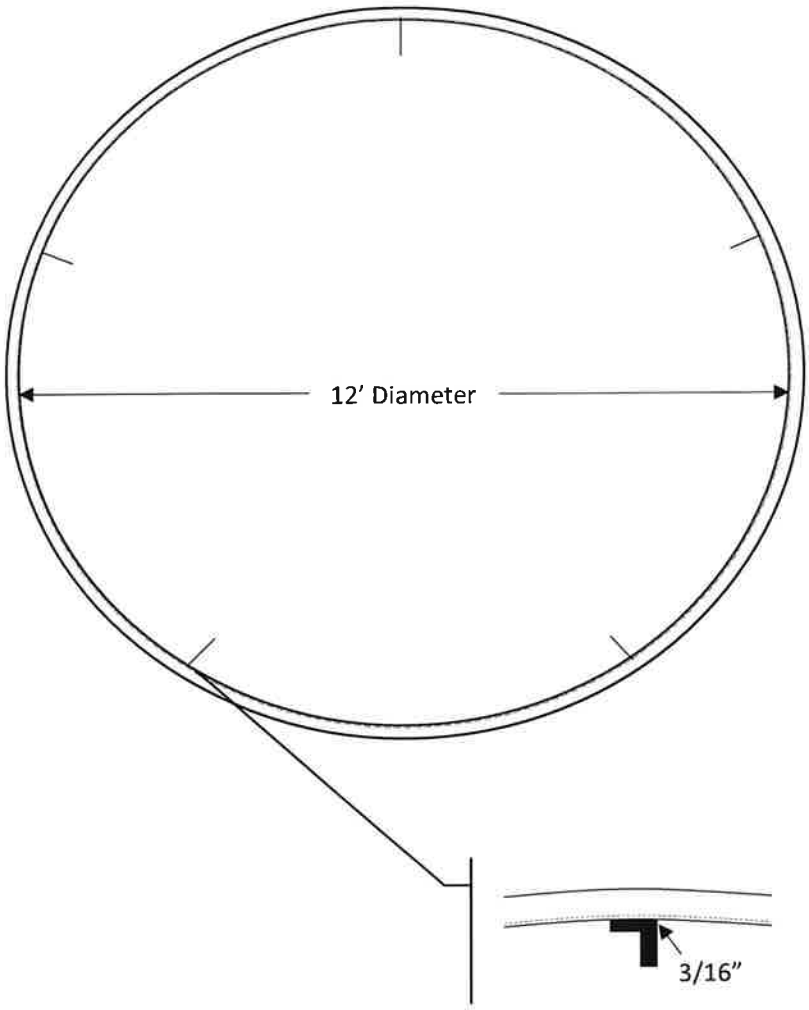
$5,000,000 Umbrella Coverage

Worker's Compensation: Statutory

This policy shall cover all owned, hired or rented motor vehicles used in work performed by Contractor under this agreement.

WARRANTY:

The Contractor shall warrant all application and workmanship for a period of one year from completion. If any failures occur, the Contractor shall remedy at their own expense.

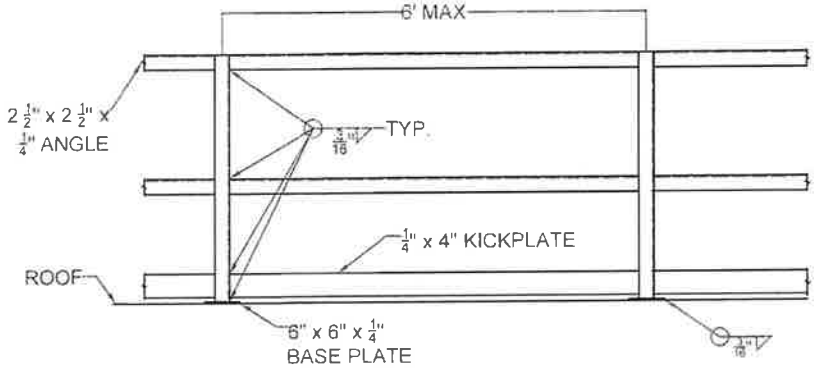


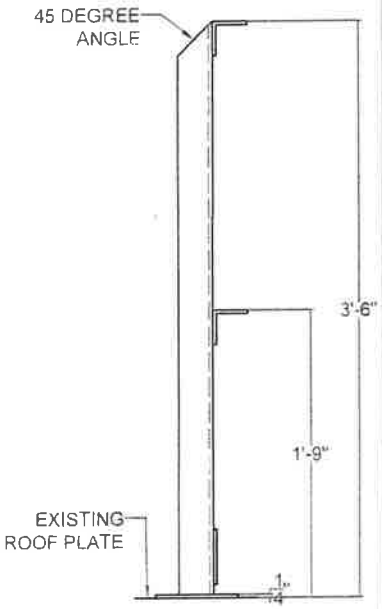
NOTES:

1. HANDRAIL AND POST ARE TO BE CONSTRUCTED OF 2 ½" X 2 ½" X ¼" STRUCTURAL STEEL ANGLE. POST BASE PLATES SHALL BE 6" X 6' ¼" STEEL PLATE. MIDRALE SHALL BE 2 ½" X 2 ½" X ¼" STRUCTURAL STEEL ANGLE. ALL WELDS SHALL BE 3/16" CONTINUOUS FILLED WELDS; ALL AROUND
2. SPACING BETWEEN MOUNTING PADS SHALL NOT EXCEED 6'.
3. CONSTRUCT THE HANDRAIL IN THE SHOP THEN MODIFY IN THE FIELD.

NOTE: DRAWING NOT TO SCALE

LANE TANK CO., INC.
JOB
ROOF HANDRAIL
DRAWN BY: MATT FISHER





NOTES:

1. HANDRAIL AND POST ARE TO BE CONSTRUCTED OF 2 1/2" X 2 1/2" X 1/4" STRUCTURAL STEEL ANGLE. POST BASE PLATES SHALL BE 6" X 6" 1/4" STEEL PLATE. MIDRAIL SHALL BE 2 1/2" X 2 1/2" X 1/4" STRUCTURAL STEEL ANGLE. ALL WELDS SHALL BE 3/16" CONTINUOUS FILLET WELDS; ALL AROUND.
2. SPACING BETWEEN MOUNTING PADS SHALL NOT EXCEED 6'. IT MAY BE NECESSARY TO USE MORE THAN THE NUMBER OF PADS SHOWN.
3. CONSTRUCT THE HANDRAIL IN THE SHOP THEN MODIFY IN THE FIELD.

NOTE: DRAWING NOT TO SCALE

LANE TANK CO., INC.

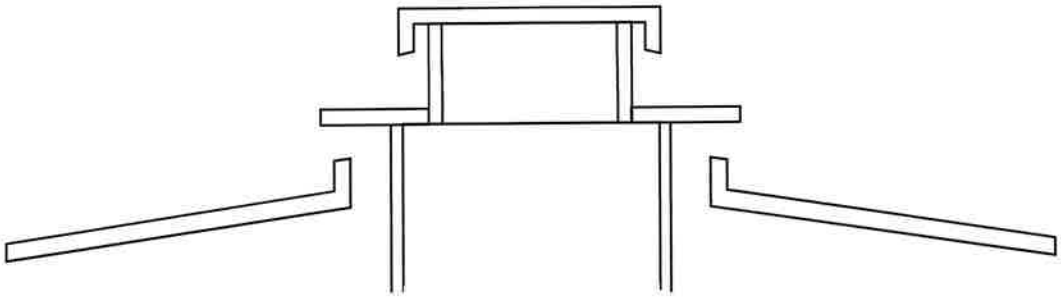
JOB
ROOF HANDRAIL
DRAWN BY: MATT FISHER
DATE: 02-22-2013

LANE TANK CO., INC.

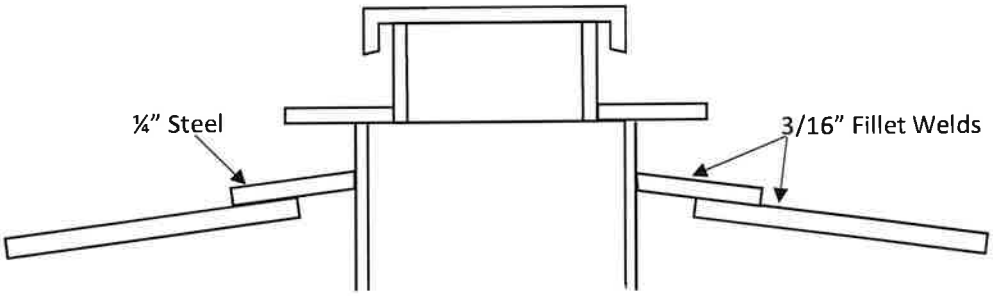
NOTE: DRAWING NOT TO SCALE

Weld Sealing of CBI Gap

DRAWN BY: MATT FISHER



Existing CBI Gap and
Access Tube



Sealed Vent Space

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Tony Evers, Governor
Karen Hyun, Ph.D., Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

June 18, 2025

CASSANDRA LANG CLERK
VILLAGE OF MARATHON CITY
311 WALNUT ST
MARATHON CITY WI 54448

Project Number:	W-2025-0553
PWSID#:	73701518
DNR Region:	WCR
County:	Marathon

SUBJECT: WATER SYSTEM FACILITIES PLAN AND SPECIFICATION APPROVAL

Dear Ms. Lang:

The Wisconsin Department of Natural Resources (department), Division of Environmental Management, Bureau of Drinking Water and Groundwater, is conditionally approving plans and specifications for the following project. An engineering report or information of sufficient detail to meet the requirements of s. NR 811.09(3), Wis. Adm. Code, was submitted along with the plans and specifications.

Water system name: Marathon City Waterworks
Date received: 06/13/2025
Consultant: Philip Judkins – Water Well Solutions
Professional Engineer: Philip Judkins
Regional DNR Contact: Jessica Minich, 1300 W Clairemont, Eau Claire WI 54701, (715) 797-5360, jessica.minich@wisconsin.gov
DNR Plan Reviewer: Kevin Karpinski, 101 South Webster Street, Madison WI 53707, (608) 852-2880, kevin.karpinski@wisconsin.gov

Project description: On behalf of the Village of Marathon City (Village), Water Well Solutions has submitted plans and specifications for the rehabilitation of Well No. 1. The department hereby approves the well rehabilitation subject to the conditions below.

The well rehabilitation work will be performed for routine maintenance and cleaning the well screen.

Well No. 1 (WUWN: BG299) was constructed in 1936 by Layne Christensen Company, obtains water from a sand and gravel formation and has a total depth of 86 feet. Reportedly, an 18-inch outer casing is set to a depth of 56 feet. The outer casing is grouted in place from the surface to a depth of 40 feet. A 12-inch diameter inner casing is set from the surface to a depth of 56 feet. A 12-inch diameter screen extends from a depth of 56 feet to a depth of 86 feet. The inner casing and screen are surrounded by gravel pack.

Based on the submittal, all chemical products that will be used are ANSI/NSF 60 certified and the department understands the approach to the well rehabilitation work to be as follows:

1. Remove the permanent pumping equipment from the well. Televise the well.

2. Install airlift equipment that will be used to remove debris during the first three passes of the airburst process and to remove spent chemical solution.
3. Perform an air impulse process utilizing compressed oxygen. Four passes will be performed through the screened portion of the well from 86 feet up to 58 feet. The first pass will be performed at 500 psi and the pressure will increase by 200 psi with each successive pass at a rate of 2 impulses per foot. Bail fill as necessary.
4. Before the fourth and final air impulse pass, inject 25 gallons of PM77 bio-dispersant into the well via gravity and perform the pass.
5. After the fourth and final air impulse pass, allow the chemical solution to remain in the well overnight.
6. The following day, reinstall the permanent pumping equipment after disinfecting it with a 200 mg/L chlorine solution and pump the spent chemical solution to an above grade tank. Neutralize the spent solution using caustic soda prior to discharging to the sanitary sewer.
7. Televise the well.
8. Treat the water in the well with a 12.5% sodium hypochlorite solution to achieve a minimum chlorine residual of 200 mg/L.
9. Surge the well at least three times.
10. Let solution remain in the well for a minimum of 12 hours.
11. Pump spent solution to a neutralization tank. Neutralize with sodium bisulfite prior to discharging to the sanitary sewer.
12. Perform a short pumping test and document the new well hydraulic parameters. After there is no detectable chlorine residual measured, the well will continue to be pumped to waste for at least 1 hour. Collect two bacteriologically safe samples a minimum of 8 hours apart before placing the well back in service.

Liability: It is the responsibility of the owner and consultant to ensure that the well rehabilitation is completed in accordance with the requirements of ss. NR 811.12(11)-(13) & NR 811.12(19)-(20), Wis. Adm. Code, the conditions specified in this approval, and the applicable industry standards. It is also the responsibility of the owner and consultant to prevent the degradation of water quality in the well and to prevent any structural damage to well casings, grout, and screens. If the department discovers the well rehabilitation was not performed in accordance with the aforementioned requirements and conditions specified in this approval, it will be the owner's responsibility to contact the department to determine the requirements for correcting any deficiencies prior to placing the well back in service.

Recommendations: The following recommendations are based on staff review of the project. The owner is not required to implement the recommendations to comply with the approval.

1. It is recommended that a post rehabilitation raw water arsenic sample be collected and analyzed prior to placing the well back into service.

Approval conditions related to Chapters NR 810 and NR 811, Wis. Adm. Code:

1. A resident project representative shall be designated by the water supply owner or by the agent retained by the owner. The resident project representative shall be knowledgeable regarding the proposed construction and be able to ensure the improvements are being constructed in accordance with the department approved plans, specifications, and conditions of the approval. The project representative

shall be present on the work site as needed to assure proper construction and installation of the improvements. (s. NR 811.11, Wis. Adm. Code)

2. After construction, maintenance, repair or modification, waterworks facilities shall be disinfected by procedure outlined in the applicable AWWA standards for wells, water mains, storage facilities or treatment facilities. Waterworks may not be placed in service until bacteriological samples have established that the water is bacteriologically safe. (s. NR 810.09(4), Wis. Adm. Code)
3. The water supply owner shall obtain approval of coverage under a Wisconsin Pollutant Discharge Elimination System (WPDES) wastewater general permit prior to the discharge of any chlorinated or treated water to waters of the state as a result of construction, disinfection, normal operations, or backwashing pursuant to s. 283.31, Wis. Stats and s. NR 810.19, Wis. Adm. Code. The approval process for WPDES wastewater general permits may take up to 30 days. Contact the wastewater general permits inbox (DNRWYWastewaterGeneralPermits@wisconsin.gov) or go to https://dnr.wisconsin.gov/topic/Wastewater/GeneralPermits.html for more information.
4. Jessica Minich of the department's Eau Claire office, (715) 797-5360, jessica.minich@wisconsin.gov, shall be notified of the date and time of start of the well work at least 48 hours in advance in case she deems it necessary to be present during any of the work. (ss. NR 811.12(12)(a) and NR 811.12(13)(b)1., Wis. Adm. Code)
5. Kevin Karpinski and Jessica Minich shall be notified in writing within 30 days of completing the well work of the static and pumping water levels, the gallon per minute production rate and the specific capacity of the well before and following the completion of the well rehabilitation work. (s. NR 811.12(13)(b)6., Wis. Adm. Code)

Approval constraints: The project was reviewed in accordance with ss. 281.34 and 281.41, Wis. Stats. for compliance with Chapters NR 108, NR 810, NR 811 and NR 820, Wis. Adm. Code and is hereby approved in accordance with ss. 281.34 and 281.41, Wis. Stats. subject to the conditions listed above. This approval is valid for two years from the date of approval. If construction or installation of the improvements has not commenced within two years the approval shall become void and a new application must be made and approval obtained prior to commencing construction or installation.

This approval is based upon the representation that the plans submitted to the department are complete and accurately represent the project being approved. Any approval of plans that do not fairly represent the project because they are incomplete, inaccurate, or of insufficient scope and detail is voidable at the option of the department.

Be advised that this project may require permits or approvals from other federal, state or local authorities. For example, a certificate of authority from the Public Service Commission of Wisconsin may be required per s. 196.49, Wis. Stats. and ch. PSC 184, Wis. Adm. Code.

Appeal rights: If you believe that you have a right to challenge this decision, you should know that the Wisconsin Statutes and administrative rules establish time periods within which requests to review department decisions must be filed. To request a contested case hearing pursuant to s. 227.42, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. Requests for contested case hearings must be made in accordance with ch. NR 2, Wis. Adm. Code. Filing a request for a contested case hearing does not extend the 30 day period for filing a petition for judicial review. For judicial review of a decision pursuant to ss. 227.52 and 227.53, Wis. Stats., you must file your petition with the appropriate circuit court and serve the petition on the department within 30 days after the decision is mailed. A petition for judicial review must name the Department of Natural Resources as the respondent.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

Project Plan Reviewer

Kevin Karpinski
Public Water Engineering Section
Bureau of Drinking Water and Groundwater

For the Secretary

Benjamin M. Mand, P.E.
Public Water Engineering Section
Bureau of Drinking Water and Groundwater

cc: Ken Bloom – Director of Public Works, Marathon City (by email)
Philip Judkins – Water Well Solutions, Oconomowoc (by email)
Jessica Minich – DNR, Eau Claire (by email)
Emily Pedersen – DNR, Eau Claire (by email)
Wastewater General Permits – DNR (by email)
PSC – Madison (by email)

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(P) 608.251.4843
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August 22, 2025

Mr. Steven Cherek
Village Administrator
Village of Marathon City
311 Walnut Street
Marathon City, WI 54448

Re: Well Replacement Project

Dear Mr. Cherek:

This letter describes the steps needed to implement a new water supply well (Well No. 5) and facility into the Village of Marathon City water system. Also included is a tentative *Project Schedule*, proposed *Scope of Services*, and *Project Fee*.

In general, construction of a new well facility requires the following tasks:

- Preliminary Design and *Well Site Investigation Report*
- Well Drilling Design and Bidding
- Well Drilling Construction
- Well Facility Design and Bidding
- Well Facility Construction
- Well Head Protection Plan

The following section presents our project understanding as well as our approach, which has been proven on dozens of similar successful projects in Wisconsin. Our approach is based on previous experience on projects with the Village and the recent discussions with you and Ken Bloom, including our meeting on Thursday, August 7, 2025.

Project Understanding and Approach

The Village has been proactive in maintaining its water supply wells and water treatment facility over the years. It currently operates three shallow aquifer wells that pump to the centralized water treatment facility on 3rd Street. The wells are located just north of the Big Rib River and pump through transmission main to the treatment facility.

Well No. 1 was constructed in 1936 to a depth of 86 feet, including 18-inch casing to a depth of 56 feet and 30 feet of well screen. The well has been rehabilitated over time, including installation of liner casings, reportedly to address previous casing failures. The well has experienced a recent decrease in capacity and further rehabilitation is not likely cost effective. The effective diameter of the well limits the size of the well pump and the condition of the screen is thought to be poor. Any work in the well will be limited to improvements to prolong the life of the well by several years while the Village plans for a new well.

The Village would like to begin the process of siting a new well to replace Well No. 1 and to satisfy the needs of the community into the future. The first step in the project will be completion of an *Engineering Report* and *Well Site Investigation Report* in accordance with State of Wisconsin Administrative Code, chapter NR 811.09(4)(1). One report can be used to cover both code requirements.

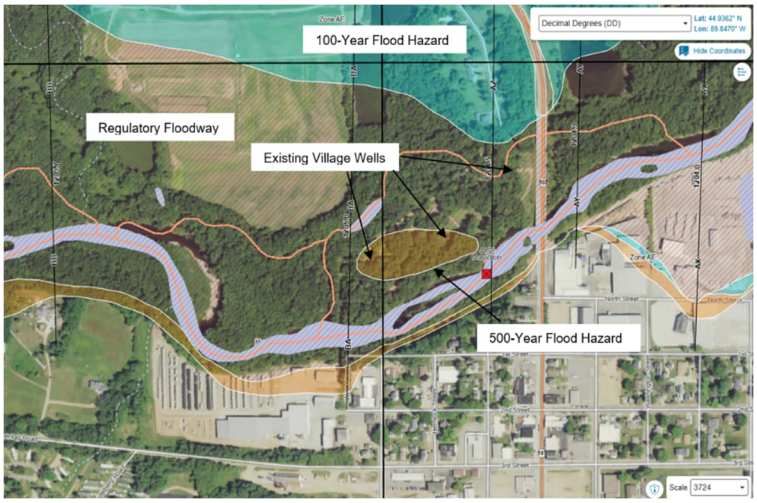
The report should answer the following questions:

- Given plans for continued growth on the Village's water service area, what are the projected future water demands that need to be satisfied by the water system?
- Where is the best location for a new shallow aquifer well and what are the impacts of the flood plain along the Big Rib River?
- Can a new well be drilled immediately adjacent to Well No. 1 to take advantage of the elevation, which is not located within the 100-year floodplain?
- What are the impacts of known potential sources of contamination in the area?
- Current Wisconsin Department of Natural Resources (WDNR) code calls for a minimum casing depth of 60 feet. How might that impact well construction and capacity?
- What is the likely capacity of a new shallow aquifer well?
- How can the length of new transmission main be minimized?

Communication with the WDNR and the Public Service Commission of Wisconsin (PSCW) will be important throughout the project. We will coordinate a pre-application meeting with the WDNR and PSCW to provide information on the need for the project and timelines for submittals and approvals.

Once the engineering report and well site is approved by the WDNR, the well drilling design phase will begin. Well drilling design is expected to take 3 months, followed by WDNR plan review. Bidding and well drilling will take place upon agency approvals. Well drilling construction is expected to take 5 to 6 months.

The well is anticipated to be shallow aquifer well similar in construction to the existing wells. We will work with the Village and well drillers to determine the most economical approach to drilling a test well and production well. If the new well is to be located in close proximity to the existing Well No. 1, the production well could be specified to include a test well. Alternatively, a pilot hole could be used to sample the sand and gravel to confirm suitable material and the production well drilled over the pilot hole.



Existing wells and proximity to flood zones.

The well facility is anticipated to include a small structure to house the well pump, electrical gear, and controls.

Based on initial design criteria, the opinion of probable construction cost (OPCC), in 2025 dollars, for the replacement well project is $2 million. Project costs will be evaluated in more detail as part of the *Engineering Report.*

Item	Cost Opinion
Test Well Drilling	$100,000
Well Drilling	$600,000
Well House Construction	$800,000
Transmission Main (50 LF)	$20,000
Subtotal	**$1,520,000**
Professional Service and Contingency (30%)	$456,000
Total OPCC	**$1,976,000**

The *Scope of Services* also includes loan assistance and tasks associated with regulatory approvals from the WDNR and PSCW. As described below, we have included tasks related to the PSCW Construction Authorization. We suggest the Village consult with its Municipal Advisor on matters related to the PSCW water rate case.

We have been successful on recent projects in establishing open and frequent communication with the WDNR and PSCW by coordinating a pre-application meeting with both agencies in attendance. This step is encouraged by the agencies as a way of conveying project objectives and timelines before submitting for permits and construction authorization. Based on recent experience, the PSCW will request justification for the project, including data on water use trends, future development, conservation efforts, future water demand forecasts, and project costs.

Scope of Services

We propose the following scope of services for the project.

Preliminary Engineering and Well Site Investigation Report

- Evaluate up to three well sites for adequacy for placement of a well. The evaluation will include the following:
  - Perform reconnaissance of the well site and surrounding area.
  - Review areas currently mapped within the 100-year floodway and floodplain.
  - Conduct a survey of the WDNR Bureau for Remediation and Redevelopment Tracking System Database and the State of Wisconsin Department of Safety and Professional Services Storage Tank Database to review and map past and current potential sources of contamination, in accordance with State of Wisconsin Administrative Code, chapter NR 811.
  - Review the Village's maps of storm and sanitary sewer systems, including pumping stations and stormwater detention basins.
  - Perform a desktop groundwater hydraulic evaluation for the well site.

- Provide information from the site evaluation to the Village. Attend one in-person meeting with the Village to discuss the evaluation.

- Prepare a *Well Site Investigation Report* in accordance with State of Wisconsin Administrative Code, chapter NR 811.09(4)(1), after completion of final site selection by the Village. The report will include the following:
  - Well location by quarter-quarter section, township, range, county, longitude, and latitude
  - The boundaries of the site and the location of the proposed well on the site
  - The topography of the site
  - The regional flood elevation
  - The past and present use of the proposed site
  - Potential contamination sources within one half-mile of the well location, as identified in databases prepared by others and by site reconnaissance
  - The specific geological formations from which water will be withdrawn
  - Final well construction details
  - The proposed final well pumping capacity
  - The direction of groundwater flow
  - The estimated zone of influence of the proposed well
  - The estimated recharge areas for the well
  - Anticipated annual volume of water to be withdrawn

- Location and data from existing nearby piezometers
- Location of nearby wetlands
- The distance and direction of the proposed well from the nearest existing well serving another water utility
- The distance and direction of the proposed well from the nearest private well within 1,200 feet of the proposed well site
- The location and distance of surface water and springs
- The location of alternative well sites for the proposed well
- A summary of the site, including advantages and disadvantages and the potential need for water treatment

- Prepare an *Engineering Report* in accordance with State of Wisconsin Administrative Code, chapters NR 811.09(3) and (4). The report will include the following, as applicable:
  - A brief description of the project and the potential need for improvements
  - A description of the geographic location of the project
  - A brief description of the topography of the general area and its relation to the area involved in the project
  - Past census data and Village-provided projected future population to the design year of the project
  - The design period used to design major system components
  - The results of the well investigations
  - Areas of the project within the floodplain
  - Areas of the project location within a wetland

- Prepare preliminary facility layouts, elevation views, site plan, water main routing, equipment lists, and design criteria for review with the Village. Attend one meeting with the Village to discuss preliminary information.

- Conduct a topographic survey of the potential well site. Correspond with utility marking company to locate underground utilities prior to topographic survey.

- Assist the Village with procurement of geotechnical services for borings.

- Assist the Village with procurement of a radio path survey.

- Prepare a preliminary OPCC.

- Prepare a draft report that combines the *Well Site Investigation Report*, *Engineering Report*, and preliminary design into one document. Submit draft report to the Village for review and incorporate the Village's comments, as appropriate.

- Prepare a portable document format (PDF) file and three final hard copies of the report and submit to the Village. Submit a PDF file of the report to the WDNR for review.

- Address Village and WDNR comments, as appropriate.

Agency Coordination

- Prepare presentation and attend one virtual preapplication meeting with the WDNR and PSCW. The presentation will include the following:

- Background information on the community and water system
- Potential need for the project within the community
- Project alternatives considered
- Village selection of the alternatives
- Project OPCC and proposed funding
- Project schedule

- Prepare the General Application Checklist for PSCW Construction Authorization in accordance with the State of Wisconsin Administrative Code, chapter PSC 184.04[3]. The letter will include the following:
  - Description of project components, phases, and schedule
  - Information supporting the purpose and need of the project
  - Project alternatives considered, including OPCC comparisons
  - Analysis of the effect of the project on quality and reliability of services
  - Project accounting with respect to PSCW uniform system of accounts
  - Project funding
  - Project estimated operation and maintenance (Q&M) costs
  - Village-planned system facility retirements
  - Site plan
  - List of other agency approvals
  - Alternatives to mitigate the need for the project
  - Floodplain review
  - Environmental and historical review, including a Type 3 Environmental Impact Information (EII) Review. The Type 3 EII will include the following:
    - Project overview
    - Project development and alternatives
    - Natural resource impact review, including an endangered resources (Form 1700-047) review prepared by the WDNR
    - Historical and archaeological review based on information from the Wisconsin Historical Society (WHS). The Village shall pay fees associated with data collection by the WHS.
  - Utility information from previous annual reports
  - Estimated rate impact of the project

- Prepare information for the *Supplemental Checklist for Construction of Water Supply Facilities*. The additional information will be an attachment to the General Application Checklist. The supplemental information will include the following:
  - Need for the project
  - Water system capacity analysis
  - Future demand analysis
  - WDNR project need
  - Project alternatives considered, including OPCC comparison
  - Analysis of large water customers with respect to the project

- Submit information from the two previous bulleted items above to the PSCW for review and authorization. Address agency comments, as appropriate, and provide supplemental information.

Production Well Design and Bidding

We will finalize the production well design based on the findings of the well exploration work, siting study, and preliminary design phase. We will draw on our experience with more than 100 well designs completed over our 79-year history to prepare clear, concise bid documents.

- **Prepare Technical Specifications, Bid and Contract Documents** – The contract will be set up in a unit price format to allow the Village to pay for only the quantity of work completed.
- **Review Design Documents with Village Personnel** – We propose technical reviews be completed at 60 and 90 percent for the well construction project. We will send draft documents to the Village for review and incorporate comments, as necessary.
- **Prepare Pre-Bid Opinion of Probable Construction Cost** – Our method of cost analysis assists the Village with sound financial planning. Costs will be determined based on historical data, recent similar projects, and consultation with numerous contractors.
- **Submit Documents to the WDNR and Local Agencies** – Plans and specifications will be sent to the WDNR and local agencies, as necessary, for review and approval.
- **Advertising and Bid Assistance** – Assistance during bidding will include duplication of drawings and specifications, preparation of addenda (if necessary), electronic distribution of documents to prospective bidders, and answering of questions related to the project. We will attend the bid opening, review the bids, and assist the Village with award of the contract.

Production Well Drilling

The following services highlight the well drilling phase on the project.

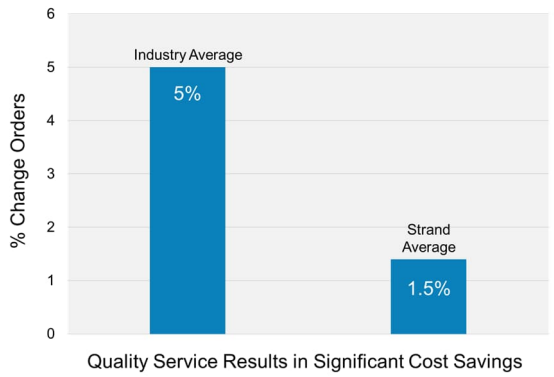
- **Provide Construction-Related Services** – Routine engineering services required during the well drilling phase include on-site observation and contract administration, including review of contractor pay requests, change order preparation, and shop drawing/material review (for casing material and grouting methods). We will be on-site to observe test pumping of the well, review water levels, and analyze data in order to finalize production pump design. Specific, on-site observation will include staking of the well centerline and periodic construction and general observation trips during various stages in the drilling process, including casing installation, grouting, well development, plumbness and alignment, and final test pumping and water quality tests.
    - Well screen and gravel pack design will be reviewed during drilling based on the material encountered during drilling.
    - If a line-shaft-style turbine pump is desired, it will be essential for the Village to have a straight and plumb hole, or premature pump wear and failure may occur. We are one of the few consulting engineers that require well drillers to meet the alignment specification with passage of a clear cylinder without deflection, which is more stringent and useful than the standard American Water Works Association (AWWA) 40-foot dummy alignment procedures.
    - A final, 24-hour performance test will be completed after the well has been developed. Drawdown information and water quality samples collected during this test will finalize well hydraulic capacity and water quality characteristics. The contractor will be required to collect samples showing safe bacteriological conditions in the well.
    - We require the contractor to collect geologic samples every 5 feet and at changes in the formation. Water samples will be taken for iron and other inorganic parameters. Drilling reports are submitted to our office each day and will be reviewed throughout the course of well construction. We will also request that the well driller submit required reports to the Wisconsin Geological and Natural History Survey. The contractor will submit the *Well Construction Completion Form*.

Well House Design and Bidding

Upon completion of the production well, we will proceed with final design of the well house. Design will be based on the final well capacity.

- **Prepare Technical Specifications, Bidding and Contract Documents** – We will provide the engineering services required for the design, including structural, mechanical, electrical, heating and ventilating, and plumbing, as necessary. As a full-service engineering firm, we complete all facets of design in-house.
- **Review Design Documents with Village Personnel** – The Village will be informed of the contents of the design documents and provided the opportunity to comment. Technical review meetings will be held with the Village at 60 and 90 percent completion. With full submittals of documents, both digital and hard copies will be provided at 60, 90, and 100 percent completion.
- **Prepare Opinion of Probable Construction Cost** – An engineer's OPCC will be prepared with each technical review and with the final bid documents. Cost opinions are developed from our historical data and from data obtained from contractors and equipment vendors.
- **Submit Documents to the WDNR and Local Agencies** – Plans and specifications will be sent to the WDNR and local agencies, as necessary, for review and approval.
- **Advertising and Bid Assistance** – Assistance during bidding will include duplication of drawings and specifications, preparation of addenda, if necessary, electronic distribution of documents to prospective bidders, and answering of questions related to the project. We will attend the bid opening, review the bids, and assist the Village with award of the contract.

Using a similar approach on past projects has proven to result in tightly grouped bid prices and a history of low change orders. While the industry average for construction change orders is approximately 5 percent, the average for projects designed by our firm is 1.5 percent. On a typical well facility project that has a $3 million construction budget, the difference in change orders of 3.5 percent equates to $105,000 in savings achieved through attention to detail in design.



Attention to detail and well facility experience also provides value to the Village in the form of longer facility lifetimes and lower O&M costs.

Well House Construction

The following services highlight the construction phase on the project.

- **Construction-Related Services** – Construction-related services required to successfully complete a facility project are significantly different to those needed to complete a well construction project. There are more 'moving parts' that require coordination and, as such, an approach that facilitates communication between the contractor, engineer, and owner is more critical. Our approach to construction services, developed from years of experience, is as follows:
  - *Preconstruction meeting* – The preconstruction meeting sets the tone of the entire construction project. Project expectations with respect to schedule, communication, and deliverables will be discussed. This is also the first opportunity to discuss the contractor's concerns regarding the scope of work or schedule.
  - *Construction administration* – This will include reviewing and responding to shop drawings, requests for information (RFIs), pay requests, and change orders. We will perform typical administration services, as necessary. These services include tracking and responding to contractor-provided schedules, shop drawings, and O&Ms. In the contract, we require that shop drawings be submitted by 25 percent contract completion. Additionally, we will respond to RFIs, prepare owner- or contractor-requested cost proposal requests, and prepare, route, and finalize any necessary change orders.

- *Construction progress meetings* – Attend, lead, and submit minutes for monthly construction progress meetings during active construction. Communication is critical to any successful project. We find it most cost-effective to hold monthly progress meetings and then plan separate additional progress meetings at key project milestones. We have assumed 12 construction progress meetings for this project.

- *Part-time resident project representative (RPR) services* – Provide part-time RPR services during key phases and milestones of construction. Part-time RPR services will be conducted prior to any work being closed in, cast-in place or buried, during any key milestones, and periodically to check the progress of the work. We have assumed 20 on-site visits with this proposal, but once the final design documents have been prepared and discussed with the Village, this quantity may change based on Village preferences.

- *Contract Closeout*
  - Provide pre-final and final inspection services and prepare punch lists of remaining work or restoration. Once substantial completion is met by the contractor, we will provide final inspection services in accordance with the general conditions of the contract. The punch list will not be finalized until start-up has occurred and the items have been discussed with the Village.
  - Review and compile contractor-provided record drawings. Submit record drawings to the Village in AutoCAD and PDF formats. We review the contractor record drawings and draft changes in AutoCAD. Additionally, throughout the project we will review the contractor's record drawings on a monthly basis.
  - Review and compile contractor-provided O&M manuals. O&M manuals will be reviewed electronically for completeness and comments provided to the contractor. After review, we will require the contractor to provide final electronic and hard copies. After the contractor-provided O&Ms are reviewed, we will organize and prepare final electronic and hard copies for Village use.
  - Attend start-up and testing. This multi-faceted project will have substantial start-up requirements. We will use start-up to verify facility operations in accordance with the specifications.

Well Head Protection Plan (WHPP)

A WHPP is required for any new well prior to placing the facility into service. Steps in completion of a WHPP in accordance with NR 811 include the following:

- Estimate the recharge area for the well.
- Estimate the zone of influence for the well.
- Estimate the direction of groundwater flow.
- Inventory existing potential contamination sources within a one half-mile radius of the well and assess existing potential contamination sources within the recharge area based on existing database information provided by others.
- Work with the Village to establish a well head protection area for the well.
- Assist the Village in developing a contingency plan, management plan, education plan, and well head protection ordinance update, as necessary.
- Complete the *Potential Contaminant Use Inventory* checklist form as required by the WDNR.

We will prepare a draft WHPP and meet with the Village to review. We will then update and finalize the WHPP. Three copies of the WHPP will be provided to the Village and three copies of the WHPP, along with the *Potential Contaminant Use Inventory* checklist form, will be provided to the WDNR for review and approval.

We will coordinate to complete the WHPP such that WDNR approval is obtained prior to substantial completion of the well facility.

Funding Assistance

We routinely assist clients with tasks related to project funding, including guidance through the Safe Drinking Water Loan Program (SDWLP). We will assist the Village with submitting the *Intent to Apply and Priority Evaluation Ranking Form* by the October 31 deadline. If the Village continues to pursue funding through the SDWLP, we will assist the Village with the loan application process. During construction, we will prepare loan disbursement requests and assist with project closeout.

Fee

We propose the following fees for the scope of engineering services described above.

Task	Fee
Preliminary Design and Well Siting Report	$35,000
Agency Coordination	$10,000
Well Drilling Design and Bidding	$30,000
Well Drilling Construction-Related Services	$30,000
Well House Design and Bidding	$90,000
Well House Construction-Related Services	$85,000
Wellhead Protection Plan	$5,000
Funding Assistance	$10,000
Total	**$295,000**

Schedule

The enclosed schedule reflects deliverables and completion times based on typical durations for each project phase. Where possible, we show certain tasks being completed in parallel to save on implementation time. In general, assuming the project begins in September 2025, we expect final completion by the end of 2027.

This letter is not to be considered an agreement between Strand Associates, Inc.® and the Village of Marathon City but, rather, as a general discussion of the type of tasks and magnitude of costs the Village may expect for a project of this nature. If selected, we will prepare an Engineering Services Agreement and submit to the Village for review and signature. Once the Engineering Services Agreement is executed, work on the project will begin.

Please call with questions during review of this information.

Sincerely,

STRAND ASSOCIATES, INC.®

Michael J. Forslund, P.E.

Enclosure

P250.754/MJF:mah

Replacement Well Project		2025						2026												2027											
Task		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
A	Preliminary Design and Well Siting																														
	WDNR/PSCW Pre-Application Meeting																														
	Well Site Investigation Report																														
	PSCW Construction Authorization Application																														
	Topographic Survey																														
	Geotechnical Borings																														
	Engineering Report																														
	Submit Report to the WDNR																														
	WDNR Review Period																														
	Submit to PSCW for Construction Authorization																														
	PSCW Review Period																														
B1	Well Drilling Design																														
	Drawings and Specifications																														
	Submit to WDNR Plan Review																														
	WDNR Review Period																														
B2	Well Drilling Bidding-Related Services																														
	Advertisement to Bid																														
	Bid Opening																														
	Contract Award																														
B3	Well Drilling Construction-Related Services																														
	Pre-construction Meeting																														
	Construction Administration and Observation																														
D1	Well Facility Design																														
	Drawings and Specifications																														
	Submit to WDNR Plan Review																														
	WDNR Review Period																														
D2	Well Facility Bidding-Related Services																														
	Advertisement to Bid																														
	Bid Opening																														
	Contract Award																														
D3	Well Facility Construction-Related Services																														
	Pre-construction Meeting																														
	Construction Administration and Observation																														
	Start-up and Training																														
	Final Completion																														
E	Well Head Protection Plan Update and WDNR Review																														

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April 8, 2025

Mr. Steve Cherek
Village of Marathon City
311 Walnut Street
Marathon City, WI 53448

Re: Agreement to Provide Professional Services
Public Water Supply Well No. 5

Dear Steve,

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

I. PROJECT UNDERSTANDING

The Client is seeking to locate and construct a new public water supply well (Well No. 5) to replace their existing Well No. 1 public water supply well. The project will include searching for a viable well site, completing a well site investigation report for the Wisconsin Department of Natural Resources' (WDNR) approval, constructing a test well and completing aquifer testing, construction of a production well and pumphouse, and updating the SCADA system for the new well facility. The pumphouse is to be of split-face concrete block wall and asphalt shingled roof construction including a pump room, and chemical feed room. A transmission main will need to be constructed to connect the proposed well to the Client's existing water treatment facility.

In addition, the Client desires the completion of a water supply and storage system study to include recommendations for improvements as needed to meet demands from growth within the existing service area and future service areas.

Also, the Client is in need of project funding analysis and assistance including applications for FY26 Congressionally Directed Spending, the WDNR Safe Drinking Water Loan (SDWL) Program, and/or the US Department of Agriculture Rural Development (USDA-RD).

II. SCOPE OF SERVICES

A. General

The Consultant shall provide professional services for the project as described above. These services include the preparation of engineering drawings and specifications, applying for regulatory agency approvals, bidding, preparing a contract award recommendation, and completing contact administration. Also, these services shall include a water supply and storage system study and funding application and administration.

B. Specific Services Provided by Consultant

Task 1 - Preliminary Public Funding Investigation & Implementation Strategy

1. Consultant will contact public funding agencies to review the proposed project and solicit input regarding the eligibility, competitiveness, and amount of potential funding. Funding programs to be investigated include:

    - USDA Rural Development Water Program,
    - WDNR Safe Drinking Water Loan (SWDL),
    - Congressionally Directed Funding.

2. Review the funding summary with the Client to select the preferred funding strategy(s).

Task 2 – Funding Applications

1. The preferred funding programs have been identified. The following are applications for funding. The Consultant shall assist with these applications as authorized by the Client:

    a) SDWL Intent to Apply (ITA)and Priority Evaluation & Ranking Formula (PERF)

    - Prepare the ITA and PERF for the SDWL program.
    - Evaluate project ranking and estimate the amount of Principal Forgiveness available.

    b) USDA Rural Development Submittal Based on CDS Award

    - Coordinate with the Client and Engineer to compile information to enable USDA to conduct analysis to finalize the amount of grant funds for the project.
    - Coordinate with USDA to facilitate their analysis.

Task 3 – Water Supply & Storage System Study

1. Conduct a kick-off meeting with the Client to confirm the planning period and study requirements.
2. Complete an inventory of the current public water supply & storage system facilities including existing water sources, storage facilities, and treatment facilities.
3. Provide a map of the current system's facilities and service area.
4. Obtain water usage information from the past five years and the most current WDNR Sanitary Survey of the water system.
5. Evaluate the adequacy of the current water system facilities to meet current demands and provide acceptable water quality.
6. Draft an exhibit of the planning area including the current and future water system service areas and review it with the Client to confirm the study boundaries.
7. Obtain population estimates, the current comprehensive land use plan, future population projections, ISO fire flow recommendations for the Village, and information about planned future developments.

8. Estimate future water demands from growth in the current service area and the planned future service areas.
9. Evaluate the adequacy of the current water system facilities to meet demands from the projected growth of the current service area and future service areas.
10. Make recommendations for future water supply, storage, and distribution system improvements required to meet future demands. These recommendations would include location, timing, and preparing an Opinion of Probable Cost for the recommended improvements.

Task 4 – Well Site Search & Well Site Investigation Report

1. Coordinate with Client to determine up to three potential well sites.
2. Complete site viability evaluations of each potential site to assist the Client in determining a preferred site and a secondary site.
3. Prepare a Well Site Investigation Report meeting the requirements of Wisconsin Administrative Code NR 811.12(5)(c).
4. Provide a preliminary draft of the Well Site Investigation Report to the Client for review comments.
5. Finalize the Well Site Investigation Report and submit the report on behalf of the Client to the Wisconsin Department of Natural Resources (WDNR) for approval.
6. Respond to WDNR staff questions and request for additional information during the review of the Well Site Investigation Report.

Task 5 – Well Site Topographic Map

1. Complete a topographic site map that depicts existing features and conditions of the well site. The limits of the topographic site map shall extend 10 feet beyond the site boundaries and include existing surface features, utilities, and other elements that may affect the design. The topographic site map shall include locating existing monumentation to the extent that said monumentation is in existence at the time the field work is completed. Consultant has not attempted to verify property boundaries and/or right-of-ways as a part of locating existing monumentation. Said monumentation may, or may not, represent actual property boundaries and or right-of-ways and does not constitute a property or right-of-way survey.

   The topographic site map shall depict the following items:

   a) Features within the topographic site map limits include, but are not limited to, sidewalk, pavement, curb and gutter, curb cuts, driveways, utilities, utility poles, utility pedestals, utility structures, and signs.

   b) Substantial, visible, above-ground structures and improvements**,** including any existing buildings, driveways, and parking lots lying within the exterior boundaries of the subject site.

   c) Street trees and trees larger than 12" diameter at breast height (dbh).

   d) Utilities shall be shown based on the Client of Marathon City's GIS maps, and as located in the field by Digger's Hotline. The size and invert

elevation of sanitary sewers and storm sewers shall be measured by Consultant where practical. Where measurement of said utilities is not practical, size and invert elevations shall be shown based on available record drawings.

e) The location of private utilities that are not within the standard scope of what would be marked as part of a diggers hotline locate request is not included in the scope. Client shall request private utility locates, if desired. Consultant shall coordinate this work as an additional service.

f) Topographic survey shots shall be taken at regular intervals and in sufficient detail to prepare a digital terrain model within the exterior boundaries of the subject site.

g) Contours at one-foot intervals shall be depicted. The Datum upon which the elevations and contours are based shall be noted on the face of the map, (i.e., assumed, NAVD27, NAVD88).

h) Improvements lying within the street right-of-way immediately adjacent to the well site shall be located. Improvements will include, but are not limited to, sidewalk, pavement, curb & gutter, curb cuts, utilities, utility poles, utility pedestals and signs.

The topographic map does not constitute a boundary survey according to the Minimum Standards for Property Surveys, Chapter A-E7 of the Wisconsin Administrative Code. Consultant shall research available surveys of record and show the property boundary based on found surveys of record to the extent feasible.

2. Prepare a base map of the existing conditions for use in the design of the improvements.

Task 6 – Well Site CSM

1. Certified Survey Map (CSM):

The Consultant shall prepare a CSM for the Client. The CSM shall conform to the requirements of Chapter 236.34 of the Wisconsin Statutes and the Village of Marathon City Ordinances. This work shall include:

a) Conducting survey record research to include locating surveys that may have been previously completed in the vicinity of the proposed CSM to aid in the preparation of the requested CSM.

b) Recovering and locating required public land corners to include obtaining survey coordinates of existing section corner and quarter corner monumentation.

c) Recovering existing parcel corners to include obtaining survey coordinates on existing parcel monumentation adjacent to the proposed CSM.

d) Setting new lot corners to represent the location boundary of the lot created by the CSM.

e) Field surveying the location of the existing structures and other items located on the subject parcel.

f) Easements and other encumbrances as referenced in the title work provided by the Client shall be depicted to the extent feasible.

g) Preparing required submittal materials for the Village of Marathon City; preparing the final CSM for recording (surveyor's, mortgagee, local approval authority, and owner's certificates, approval, and recording certificates must be created).

h) Circulating the final CSM for the execution of necessary certificates.

i) Submitting the final, signed, and executed CSM to the County Register of Deeds for recording.

The deliverables include one paper copy of the CSM, placement of lot corners, and a completed copy of the land division application. All fees for recording the CSM or any other governmental submittal or review shall be the responsibility of the Client.

Task 7 – Assist Client with Public Service Commission Water Rate Case

1. Assist the Client's Finance Director with completion of the water rate case submission. This work shall include:

   a) Furnishing Engineer's Opinions of Probable Construction Costs for the proposed well and pumphouse.
   b) Assisting with estimates of operation and maintenance costs of the proposed well facility.

Task 8 – Test Well & Aquifer Performance Testing Request for Proposals

1. Prepare preliminary Request for Proposals document including proposal form, and test well plans and specifications for the test well construction, aquifer performance testing and water quality testing.
2. Meet with the Client (virtually) to review the preliminary Request for Proposals document. This agreement includes one preliminary design review meeting with Client Staff.
3. Based on Client's review comments, prepare final Request for Proposals document required to obtain proposals from well drillers.
4. Prepare required permit applications and submit on behalf of the Client. Fees for permits will be the responsibility of the Client. Permits anticipated to be required include:

   a) WDNR Public Water Supply Test Well Plan Approval

5. Contact several well drillers to solicit interest in completion of the test well construction and aquifer testing.
6. Distribute the Request for Proposals document to interested well drillers.
7. Summarize and review proposals submitted by well drillers. Provide a summary and recommendation to the Client regarding contract award.

Task 9 – Test Well & Aquifer Performance Testing Administration Services

1. Assist the Client with preparing and executing an agreement with the well driller.
2. Provide coordination between the Client and the well driller during the test well construction and aquifer performance testing.
3. Review data that the well driller is required to submit.
4. Conduct periodic observation of test well construction and aquifer performance testing to evaluate conformity to the plans. The project engineer or a qualified technician will provide these services.+ This proposal includes 12 hours for construction observation.
5. Review and provide comments to the Client regarding all intermediate performance testing data provided by the well contractor during the test well drilling and aquifer performance testing.
6. Review and take appropriate action on all well driller pay request(s).
7. Review and comment on the test well/aquifer performance testing results and provide final production well design recommendations.

Task 10 – Production Well Design Phase

1. Prepare preliminary plans, specifications, bidding documents and an Opinion of Probable Cost (OPC) for the production well construction, pumping and water quality testing. The plans will include:
    a) Well Site and Erosion Controls Plan showing the proposed location of the production well, construction entrance, drilling mud settling pond locations, and erosion control measures
    b) Production Well Profile Plan showing the proposed construction of the production well
    c) Construction & Erosion Control Details
2. Provide a preliminary draft of the plans, specifications, bidding documents and OPC to the Client for review comments.
3. Meet with the Client (virtually) to review the preliminary plans, bid documents & OPC. This agreement includes one preliminary design review meeting with Client Staff.
4. Based on Client's review comments, prepare final plans, specifications, and bidding documents required to obtain competitive bids, regulatory agency approval, and enable construction of the production well.
5. Update the Opinion of Probable Cost to reflect the final design and bid quantities.
6. Prepare required permit applications and submit on behalf of the Client. Fees for permits will be the responsibility of the Client. Permits anticipated to be required include:
    a) WDNR Public Water Supply Well Plan Approval
    b) WDNR High Capacity Well Approval

c) Public Service Commission of Wisconsin (PSCW) Well Facility Certificate of Authority – Type III Water Project (Construction Authorization)

All necessary supplemental calculations for submittal of said permit applications are included in this item. All permit and review fees are the responsibility of the Client. Consultant shall coordinate with Client to obtain payment and submit fee with all permit or review applications.

7. Attend the following meetings:

a) WDNR/PSCW Pre-Application Meeting
b) Utility Commission Meetings (two, attend virtually)
c) Village Board Meetings (two, attend virtually)

Task 11 – Production Well Bidding & Contract Award Phase

1. Coordinate the bidding process including issuing bidding documents through QuestCDN.com online bid document distribution service.

2. Answer questions during the bid process to provide clarification to the bid documents and issue addenda if necessary.

3. Conduct a bid opening through QuestCDN.com on-line bid document distribution service, and prepare a tabulation of the bids received.

4. Make a recommendation to the Client concerning the award of the project to the lowest responsible bidder.

5. Coordinate securing a contract between the Owner and Contractor using standard Engineer's Joint Contract Documents Committee (EJCDC) documents.

Task 12 – Production Well Contract Administration Phase

1. Coordinate a preconstruction conference with the Client, Contractor, Utility Companies, and others as determined necessary. Provide meeting agenda & meeting minutes.
2. Construction Staking:
   a) Consultant shall provide one-time horizontal and vertical staking consisting of the following:
      (1) Provide a well center stake, three offsets, and two site benchmarks.
      (2) Property corners will be marked by lath and ribbon to assist Contractor with keeping construction activities and materials on the Clients property.
   b) Staking provided shall be for the sole use by the Well Driller for the purpose intended. Consultant shall not be responsible for work performed by others use of the stakes provided.
   c) Staking shall be completed at the time requested provided a minimum of 48 hours notice is given.
3. Provide general coordination between the Client and the Contractor during the

production well construction, development, and testing.

4. Review Contractor submittals and provide review comments. This agreement includes the review of two submittal items.
5. Assist the Client in responding to Contractor requests for information (RFIs), and issue Work Change Directives, Construction Bulletins, and Change Orders as may be needed.
6. Review and provide comments to the Client regarding initial data provided by the Contractor during well construction, development, and testing.
7. Review and finalize a Contractor proposed well pump test work plan.
8. Provide a pump test results analysis report including estimation of well specific capacity and efficiency.
9. Review water quality test results and summarize results in a memo to Client.
10. Review Contractor submitted payment applications and recommend action to the Client. This agreement anticipates one (1) payment application will be submitted by the Contractor in addition to the final application.
11. Upon completion of the work, Consultant shall compile for, and deliver to Client, a set of record documents conforming to information furnished to Consultant in part, by the Contractor. This set of documents shall consist of record drawings showing the final production well location on the site and final well cross section (per Well Contractor's Well Construction Report). Since record drawings are based in part, on information provided by others, Consultant shall have no responsibility for the accuracy of the modified information other than for record information collected in the field by Consultant.

Task 13 – Production Well Construction Observation

1. Provide a Project Representative (PR) to conduct periodic observation of production well construction, development, and testing to evaluate conformity to the contract documents. The presence of the PR shall not relieve the contractor of their obligations to conform to the requirements of the agreement between the Owner and Contractor. One construction observation trip is anticipated for each of the following milestones:
   a) Grouting the Inner Casing/Grout Density Testing,
   b) Plumbness & Alignment Testing to Full Depth,
   c) Pump Testing/Water Quality Sampling.
2. Prepare and provide Client Staff with observation reports including descriptions and photos of work activities. Plumbness & alignment and grout density tests reports to include data evaluations.
3. Complete a site visit at project completion to develop a punch-list. Coordinate completion of punch-list with contractor to gain project acceptance.

Task 14 – Pumphouse Design & Well No. 1 Abandonment Phase

1. Conduct a kick-off meeting with the Client to review project requirements and design considerations.
2. Coordinate with the electric, gas, and other utilities needed to serve the well pumphouse.

3. Prepare preliminary plans for construction of the well pumphouse site improvements, building, pumping equipment, controls and connecting water main.

   a) The plans will include a Well No. 1 well abandonment and pumphouse demolition plan.

4. Prepare a preliminary Opinion of Probable Cost (OPC) based on the preliminary design for Client Staff to evaluate budget considerations.

5. Meet with the Client (virtually) to review the preliminary plans & OPC. This agreement includes one preliminary design review meeting with Client Staff.

6. Based on Client's review comments, prepare final plans. Final plans shall minimally include:

   - Title Sheet
   - Gen Notes, Legends & Contact Info
   - Site Plan
   - Grading & Erosion Control
   - Utility Plan
   - Construction Details
   - Floor, Ceiling & Roof Plans
   - Exterior Elevations
   - Building Sections
   - Door Schedules & Details
   - Foundation, Roof Framing Plans & Structural Details
   - Structural Notes & Schedules
   - Process Piping & Equipment Plan & Schedule
   - Well Pump Section & Piping Details
   - Plumbing Floor Plan & Schedules HVAC Floor Plan & Schedules
   - Electrical Floor Plan & Schedules
   - Electrical One-Line Diagram
   - Well No. 1 Abandonment Plan
   - Well No. 1 Pumphouse Demolition Plan

7. Prepare project bidding documents required to obtain competitive bids.

8. Prepare project specifications establishing requirements for products and execution required to complete construction of the pumphouse, site improvements, connecting water main, modifications to the SCADA system to add the new well facility, and abandonment of Well No. 1.

9. Update the Opinion of Probable Cost to reflect the final design and bid quantities.

10. Prepare required permit applications and submit on behalf of the Client. Fees for permits will be the responsibility of the Client. Permits anticipated to be required include:

    a) WDNR Public Water Supply Pumphouse Plan Approval
    b) WDNR Public Water Supply Well Pump Approval
    c) WDNR Chemical Feeder(s) Approval
    d) WDNR Water Main Extension
    e) Public Service Commission of Wisconsin (PSCW) Well Facility Certificate of Authority – Type III Water Project (Construction Authorization) Included in the Production Well Design Phase above.

    Well No. 1 Abandonment Permitting: No prior approval is required to abandon Well No. 1 if the abandonment materials and methods comply with NR 811.13. The WDNR requires the well abandonment contractor (certified well driller) to

complete and submit a Well/Drillhole/Borehole Filling & Sealing Report (DNR Form 3300-5) to the WDNR after the well has been abandoned.

11. Attend the following meetings:

    a) Utility Commission Meetings (two, attend virtually)
    b) Village Board Meetings (two, attend virtually)

Task 15 – Pumphouse Bidding & Contract Award Phase

1. Coordinate the bidding process including issuing bidding documents through QuestCDN.com online bid document distribution service.

2. Answer questions during the bid process to provide clarification to the bid documents and issue addenda if necessary.

3. Conduct a pre-bid meeting with Client Staff and interested contractors.

4. Conduct a bid opening through QuestCDN.com on-line bid document distribution service, and prepare a tabulation of the bids received.

5. Make a recommendation to the Client concerning the award of the project to the lowest responsible bidder.

6. Coordinate securing a contract between the Owner and Contractor using standard Engineer's Joint Contract Documents Committee (EJCDC) documents.

Task 16 – Pumphouse Contract Administration Phase

1. Coordinate a preconstruction conference with the Client, Contractor, Utility Companies, and others as determined necessary. Provide meeting agenda & meeting minutes.
2. Construction Staking:
    a) Consultant shall provide one-time horizontal and vertical staking consisting of the following:
        (1) Pumphouse Building: Provide a center stake, and three offsets for each building corner; and two site bench marks. Property corners will be marked by lath and ribbon to assist Contractor with keeping construction activities and materials on the Clients property.
        (2) Watermain: Consultant shall provide horizontal and vertical locations for the watermain along the alignment. Staking shall include one trip and shall include bends, valves, hydrants, and offsets at 100' intervals.
    b) Staking provided shall be for the sole use by the Contractor for the purpose intended. Consultant shall not be responsible for work performed by others use of the stakes provided.
    c) Staking shall be completed at the time requested provided a minimum of 48 hours notice is given.

d) This agreement assumes a one-time staking for each of the various components described. Any re-staking that may be required shall be completed as an additional service on a time and expense basis.

3. Provide general coordination between the Client and the Contractor during the Pumphouse construction.

4. Review Contractor shop drawings and submittals and provide review comments. This agreement includes the review of thirty-five (35) items.

5. Assist the Client in responding to Contractor requests for information (RFIs), and issue Work Change Directives, Construction Bulletins and Change Orders as needed.

6. Review Contractor submitted payment applications and recommend action to the Client. This agreement anticipates four (4) payment applications will be submitted by the Contractor in addition to the final application.

7. Upon completion of the work, Consultant shall compile for, and deliver to Client, a set of record documents conforming to information furnished to Consultant in part, by the Contractor. This set of documents shall consist of record drawings showing the pumphouse site and interior of the pumphouse (per Contractor's Record Drawings). Since record drawings are based in part, on information provided by others, Consultant shall have no responsibility for the accuracy of the modified information other than for record information collected in the field by Consultant.

Task 17 – Pumphouse Construction Observation

1. Provide a Project Representative (PR) to conduct periodic observation of production well construction, development, and testing to evaluate conformity to the contract documents. The presence of the PR shall not relieve the contractor of their obligations to conform to the requirements of the agreement between the Owner and Contractor. One construction observation trip is anticipated for each of the following milestones:

   a) Footings & Foundations
   b) Under-Slab Electrical, Plumbing & Chemical Feed Conduit
   c) Site Water Main
   d) Framing (walls, and roof)
   e) Fenestrations (windows, doors, & louvers)
   f) Pump Base Concrete Pour
   g) Well Pump Installation
   h) Well Discharge (Process) Piping & Chemical Feed Equipment
   i) Well Pump Startup & Pump Testing
   j) Chemical Feed System Startup & Testing
   k) Controls & SCADA RTU Startup
   l) Well No. 1 Abandonment

2. Prepare and provide Client Staff with observation reports including descriptions and photos of work activities.

3. Complete a site visit at project completion to develop a punch-list. Coordinate completion of punch-list with contractor to gain project acceptance.

Task 18 – Transmission Main Design

1. Conduct a kick-off meeting with the Client to review project requirements and design considerations.

2. Complete a topographic survey that depicts existing features and conditions. The limits of the topographic survey shall extend to the right-of-way and include existing surface features, utilities, roadway sections, and other elements that may affect the design. Existing utilities shall be located through Digger's Hotline Service. Topographic survey shall include locating essential existing property irons to the extent they are in existence at the time of the survey. This does not constitute a right-of-way survey.

   The survey shall include:

   b) Features within the survey limits including, but are not limited to, sidewalk, pavement, curb and gutter, curb cuts, driveways, utilities, utility poles, utility pedestals, utility structures, and signs.
   c) Topographic survey shots shall be taken at regular intervals and in sufficient detail to prepare a digital terrain model within the exterior limits of the project site.
   d) Topographic shots shall also be taken at 50' intervals within the streets and at driveway centerlines.
   e) Contours at one-foot intervals shall be depicted. Elevations shall be based upon NAVD 88 datum.
   f) A minimum of two project benchmarks shall be located and identified on the topo map.
   g) Existing utilities shall be shown on the map from field located markings by a Diggers Hotline One-Call request and utility maps obtained by the Consultant from the Village and utility companies serving the subject property. Consultant shall not perform any excavations as part of this survey to determine the location of underground facilities. Private utility locates are not part of this survey. The size and invert elevation of the storm and sanitary sewer utilities shall be measured where practical. Where not practical, size and inverts shall be depicted based upon record drawings (if available). The size of the water main shall be depicted based upon record drawings (if available).

3. Prepare a base map of the existing conditions for use in the design of the improvements.

4. Complete a preliminary design of the transmission main. The preliminary design shall be used to identify any design challenges or limiting features affecting the design. The preliminary design shall be shared with Client Staff to review prior to preparing the final design. Preliminary design shall be shared with Client Staff on an ongoing basis to discuss various elements as they become apparent. This scope includes up to two design phase meetings with Client Staff as necessary.

5. Prepare a preliminary Opinion of Probable Cost based on the preliminary design for Client Staff to evaluate budget considerations.

6. Determine potential conflicts between the proposed construction and existing dry utilities (gas, electric, communication, etc.).

7. Coordinate with dry utilities to address any identified conflicts and/or consider any upgrades the utility company may be considering.

8. Prepare final plans of the proposed water transmission main. Final plans shall include:

    - Title Sheet,
    - Legend, General Notes, and Contact Information,
    - Transmission Main Plan and Profile Sheets, and
    - Construction Details per Village and/or Regulatory Standards.

9. Prepare project bidding documents.

10. Update the Opinion of Probable Cost to reflect the final design and bid quantities.

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

    - WDNR Water Main Extension,
    - WDNR Water Resources Application for Project Permit, and

    All necessary supplemental calculations for submittal of said permit applications are included in this item. All permit and review fees are the responsibility of the Client. Consultant shall coordinate with Client to obtain payment and submit fee with all permit or review applications.

Task 19 – Transmission Main Bidding & Contract Award

1. Coordinate the bidding process including issuing bidding documents through QuestCDN.com online bid document distribution service. Answer questions during the bid process to provide clarification to the bid documents and issue addenda if necessary.

2. Attend the bid opening and prepare a tabulation of the bids received.

3. Make a recommendation to the Client concerning the award of the project to the lowest responsible bidder.

4. Coordinate securing a contract between the Owner and Contractor using standard Engineer's Joint Contract Documents Committee (EJCDC) documents.

Task 20 – Transmission Main Construction Administration

1. Coordinate a preconstruction conference with the Client, Contractor, Utility Companies, and others as determined necessary.

2. Provide one-time horizontal alignment and vertical control staking for each construction activity. Any restaking required by vandalism, contractor negligence, or other causes is not a part of this contract.

3. Review and approve, or take other appropriate action, with respect to Shop Drawings and Samples and other data that Contractor is required to submit.

4. Review contractor submitted pay applications and recommend action to the Client.

5. Review and make recommendations on contractor-requested change orders.

6. Attend construction progress meetings.

7. Provide general project management and coordination throughout construction.

8. Upon completion of the work, Consultant shall compile for, and deliver to, the Client a set of record documents conforming to information furnished to Consultant in part, by construction contractors. This set of documents shall consist of record drawings showing the reported location of work. Since record drawings are based in part, on information provided by others, Consultant shall have no responsibility for the accuracy of the modified information other than for record information collected in the field by Consultant.

Task 21 – Transmission Main Construction Observation

1. Provide a Project Representative (PR) to observe construction activities. The PR shall be on-site on a periodic basis during underground utility (water main) and street construction activities to determine conformity to the plans and specifications. The presence of the PR shall not relieve the contractor of their obligations to conform to the requirements of the agreement between the Owner and Contractor.

2. Prepare and provide Client Staff with observation reports including descriptions and photos of work activities.

3. Provide weekly project summaries to Client Staff for distribution to Client Officials and affected businesses and residents. Weekly summaries shall include brief descriptions of work completed during the preceding week and planned activities for the upcoming week.

4. Complete a site visit at project completion to develop a punch-list. Coordinate completion of punch-list with the contractor to gain project acceptance.

III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT

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

A. Permit application fees.
B. CSM recording fees, review fees, and any other services not specifically identified above.
C. Rate Case Application (Water User Rate Increase) submittal to PSCW.
D. Water Quality Testing.
E. WDNR Well Abandonment Form for Well No. 1.
F. Wellhead Protection Plan Amendment.
G. Re-design and construction related services needed in the event that the initially constructed production well does not meet the requirements of the contract documents.

IV. INFORMATION PROVIDED BY OTHERS

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

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

B. Record drawings within the project limits to the extent they exist.

C. WDNR's most recent Sanitary Survey Report of the water system.

D. New well facility's anticipated annual operation and maintenance expenses (for PSCW application).

V. SCHEDULE

A. This Agreement is based upon the following anticipated schedule:

Activity	Date
1. Authorization to Proceed	May 2025
2. Funding Applications, Water System Study & Well Site Investigation Report	May-June 2025
3. Test Well:	
a. Topo. Survey & Design	May 2025
b. Regulatory Approvals	June-July 2025*
c. Solicit Proposals	July 2025
d. Contract Award	July 2025
e. Start Construction (anticipated)	July 2025
f. Complete Construction (anticipated)	August 2025
g. Water Quality Laboratory Testing (Radio Nuclides)	August 1-30, 2025

* Average WDNR review time is typically 60 days. Consultant can neither guarantee nor control review times of regulatory agencies.

4. Production Well:	
a. CSM & Design	July 2025
b. Regulatory Approvals	July-December 2025*
c. Bidding	January-February 2026
d. Contract Award	February 2026
e. Start Construction (anticipated)	March 1, 2026
f. Complete Construction (anticipated)	March 31, 2026
g. Water Quality Laboratory Testing (Radio Nuclides)	April 1-30, 2026

* PSCW review can take up to 6 months. Average WDNR review time is typically 60 days. Consultant can neither guarantee nor control review times of regulatory agencies.

5. Pumphouse:	
a. Design	August-November 2025
b. Regulatory Approvals	November-December 2025*
c. Bidding	January-February 2026
d. Contract Award	March 2026
e. Start Construction (anticipated)	May 2026
f. Complete Construction (anticipated)	September 2026

* Average WDNR review time is typically 60 days. Consultant can neither guarantee nor control review times of regulatory agencies.

6. Water Transmission Main:

a. Design.....August-November 2025
b. Regulatory Approvals .....November-December 2025*
c. Bidding .....January-February 2026
d. Contract Award.....March 2026
e. Start Construction (anticipated) .....May 2026
f. Complete Construction (anticipated) .....September 2026

* Average WDNR review time is typically 60 days. Consultant can neither guarantee nor control review times of regulatory agencies.

VI. SCHEDULE OF DELIVERABLES

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

A. Water System Evaluation Report
B. Well Site Investigation Report
C. Well Site Topographic Map
D. Well Site CSM
E. Preliminary Production Well Plans, Specifications, Bidding Documents & Opinion of Probable Cost (OPC)
F. Final Production Well Plans, Bidding Documents, Specifications & OPC
G. Preliminary Pumphouse Plans, Specifications, Bidding Documents & Opinion of Probable Cost (OPC)
H. Final Pumphouse Plans, Bidding Documents, Specifications & OPC
I. Preliminary Transmission Main Plans, Specifications, Bidding Documents & Opinion of Probable Cost (OPC)
J. Final Transmission Main Plans, Bidding Documents, Specifications & OPC
K. WDNR and WPSC Permit Applications*
L. Two hard copies of plans and specifications for bidding*
M. Bid Tabulation*
N. Contract Award Letter of Recommendation*
O. Client/Contactor Contract Documents for Execution (EJCDC)*
P. Notice to Proceed Letter to Contractor*
Q. Computerized (Microsoft Word, Excel, AutoCAD compatible) copy of plans, contract volume, cost estimate, bid tabulation, and record drawings. Records to include PDFs of each plan sheet.

* These items will be provided for the well, pumphouse, and transmission main phases/construction contracts of the project.

VII. DESIGNATION OF RESPONSIBLE PARTIES

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

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

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

VIII. SUBCONSULTANTS

The following subconsultants will be used for the project. The costs for the subconsultants are included in the Fees section below.

A. Architectural Design Consultants, Inc. – Building

IX. FEES

A. The fixed fees (unless noted as time & expense with an estimate as noted by "T&E") to provide the scope of services described herein is summarized as follows:

1.	Task 1 - Preliminary Public Funding Investigation & Implementation Strategy	$1,500
2.	Task 2 – Funding Applications & Administration	$8,500
3.	Task 3 – Water Supply & Storage System Study	$25,300
4.	Task 4 – Well Site Search & Well Site Investigation Report	$15,000
5.	Task 5 – Well Site Topographic Map	$3,000
6.	Task 6 – Well Site CSM	$3,000
7.	Task 7 – Assist Client with Public Service Commission Water Rate Case (T&E)	$3,600
8.	Task 8 – Test Well & Aquifer Performance Testing Request for Proposals	$3,600
9.	Task 9 – Test Well & Aquifer Performance Testing Administration (T&E)	$3,900
10.	Task 10 – Production Well Design Phase	$26,700
11.	Task 11 – Production Well Bidding & Contract Award Phase (T&E)	$4,900
12.	Task 12 – Production Well Contract Administration Phase (T&E)	$10,600
13.	Task 13 – Production Well Construction Observation (T&E)	$6,700
14.	Task 14 – Pumphouse Design & Well No. 1 Abandonment Phase	$86,000
15.	Task 15 – Pumphouse Bidding & Contract Award Phase (T&E)	$7,600
16.	Task 16 – Pumphouse Contract Administration Phase (T&E)	$27,100
17.	Task 17 – Pumphouse Construction Observation (T&E)	$13,800
18.	Task 18 – Transmission Main Design	$39,000
19.	Task 19 – Transmission Main Bidding & Contract Award (T&E)	$4,900
20.	Task 20 – Transmission Main Construction Administration (T&E)	$10,600
21.	Task 21 – Transmission Main Construction Observation (T&E)	$18,500
	TOTAL	**$323,800**

Task 10 includes the PWSC Well Facility Certificate of Authority – Type III Water Project (Construction Authorization) required for the well and pumphouse construction.

B. These fees assume that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant including, by way of example and not limitation, decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.

C. Reimbursable expenses are included in the above stated fees. When sub-consultants are required, a 10% administrative charge has been included.

X. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions dated 4-1-22 and attached hereto are incorporated herein by reference.

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

Sincerely,

Todd Halvensleben

Todd Halvensleben, PE
Project Manager

Enclosure: General Terms and Conditions

AUTHORIZATION TO PROCEED

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

Client	Consultant
	Craig E Mathews
Mr. Steve Cherek Village of Marathon City 311 Walnut Street Marathon City, WI 53448	Craig Mathews, PE, Principal Vierbicher Associates, Inc. 201 E. Main Street, Suite 100 Reedsburg, Wisconsin 53959
Date	April 8, 2025 Date

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

1. Services Not Provided as Part of This Agreement

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

2. Hazardous Environmental Conditions

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

3. Additional Services

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

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

4. Client's Responsibility

A. Provide Consultant with all criteria and full information as to Client's requirements for the project, including design objectives and constraints, capacity and performance requirements, flexibility, expandability, and any budgetary limitations; furnish previous plans, studies and other information relevant to the project; furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client's standard forms, and conditions, including insurance requirements and related documents for Consultant to include in the bidding documents, or otherwise when applicable.

B. Furnish to Consultant any other information pertinent to the project including reports and data relative to previous designs, or investigations at or adjacent to the site, including hazardous environmental conditions and other data such as reports, investigations, actions or citations.

C. Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and contractors, and information from public records, without the need for independent verification.

D. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.

E. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant and render timely decisions pertaining thereto.

F. For projects involving construction, attend any pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment inspections.

G. For projects involving construction, if more than one prime contract is to be awarded for the work designed or specified by Consultant, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth in writing the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Consultant.

H. For projects involving construction, retain a qualified contractor, licensed in the jurisdiction of the Project to implement the construction of the Project. In the construction contract, Client shall require Contractor to: (1) obtain Commercial General Liability Insurance and auto liability insurance and name Client, Consultant, and Consultant's employees and subconsultants as additional insureds of those policies; and (2) indemnify and hold harmless Client, Consultant, and Consultant's employees and subconsultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorneys' fees and economic or consequential damages, arising in whole or in part out of any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.

I. If Client designates a Construction Manager or Contractor or an individual or entity other than, or in addition to, Consultant to represent Client at the site, the Client shall define and set forth in writing the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant as defined in this Agreement.

J. Provide information relative to all concealed conditions, subsurface conditions, soil conditions, as-built information, and other site boundary conditions. Consultant shall be entitled to rely upon the accuracy and completeness of such information. If Client does not provide such information, Consultant shall assume that no conditions exist that will negatively affect the Scope of Services or Project and Client will be responsible for extra costs and/or damages resulting from the same.

5. Additional General Considerations (for projects involving construction)

A. Consultant shall not at any time have any responsibility to supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

B. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

C. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the

construction contract given by Owner without consultation and advice of Consultant.

6. Fees

A. The fees set forth in this Agreement are based on the assumption that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant, e.g. decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.

B. Consultant may submit invoices monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Estimated fees will be submitted on the basis of time and expense incurred in accordance with Consultant's fee schedule in effect at the time the costs are incurred.

C. Invoices are due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 ½% per month. Payments will be credited first to interest and then to principal. In the event any portion of the account remains unpaid after 90 days after the billing, Consultant may initiate collection action and the Client shall be responsible for all costs of collection, including reasonable attorneys' fees. As a matter of business practice, Consultant would intend to file lien rights against the property if payment is not received before lien rights would expire. Consultant shall have the right to suspend its services without any liability arising out of or related to such suspension in the event invoices are not paid within 30 days of receipt.

D. When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated, Consultant shall make every effort to inform Client in a timely manner, even prior to incurring the costs, if possible.

E. Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or as otherwise negotiated.

7. Sales Tax for Landscape Design Services

State and local sales tax will be applied to projects for Landscape Design Services, where applicable. The sales tax will be reflected on regular Client invoices. Should sales tax be imposed, they shall be in addition to Consultant's agreed upon compensation.

Those services subject to the sales tax will be identified in the Agreement and on invoices sent to the Client.

Applicable sales tax will not be applied to projects for Landscape Design Services if the Client provides a Tax Exempt Certificate.

8. Dispute Resolution

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

A. The Client and Consultant agree to first negotiate all disputes between them in good faith for a period of at least 30 days from notice first being served in writing to the Client or Consultant of the dispute.

B. If the Client and Consultant are unable to resolve the dispute by negotiation as described above, the Client and Consultant agree to submit the dispute to non-binding mediation. Such mediation shall be conducted in accordance with Construction Industry Dispute Resolution procedures of the American Arbitration Association.

C. If the Client and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute subject to the "Controlling Laws" section of these General Terms and Conditions located below**.**

9. Insurance

A. **Consultant**

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

B. **Client**

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

C. **Contractor**

For projects involving construction, Contractor shall procure, as directed by the Client and/or as provided in the specifications or general conditions of the contract for construction, Certificates of Insurance for the type and amounts as directed by the Client, and shall require the Contractor to name the Client and Consultant as an additional insured under the Contractor's general and auto liability policies as defined in 4.H. above.

10. Limitations of Liability/Indemnity

A. Definitions:

1) Contract Administration. Contract Administration includes services related to construction as outlined in the Agreement. These services may include Construction Staking, Construction Observation, and/or Administration of the Construction Contract between the Owner and Contractor.

2) Construction Documents. Documents (plans, and/or specifications) conveying a design intent, used by a qualified, capable Contractor for construction of a project.

B. Limitation of Liability

In recognition of the relative risks, rewards and benefits of different types of projects to both the Client and Consultant, the risks have been allocated such that the Client agrees to the following depending upon the services outlined in the Agreement.

1) For Agreements that include Contract Administration or the development of construction documents with Contract Administration:

The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of the available limits of Consultant's professional liability insurance policy. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, or breach of Agreement.

2) For Agreements that include the development of construction documents but do not include Contract Administration services as outlined in the Agreement:

The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of five times the fee received by the Consultant, not including reimbursable subconsultant fees and expenses, or the available limits of Consultant's professional liability insurance policy, whichever is less. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability or breach of Agreement.

3) For Agreements that do not include the development of construction documents or Contract Administration services as outlined in the Agreement:

The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of two times the fee received by the Consultant, not including reimbursable subconsultant fees and expenses, or the available limits of Consultant's professional liability insurance policy, whichever is less. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability or breach of Agreement.

C. Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers and employees from and against liability for losses, damages and expenses, including reasonable attorneys' fees recoverable under applicable law, to the extent they are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence (whether sole, concurrent, or contributory). Neither Client nor Consultant shall have a duty to provide the other an up-front defense of any claim.

D. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee or any of them.

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

11. Betterment

If any item or component of the Project is required due to the omission from the construction documents, Consultant's liability shall be limited to the reasonable costs of correction of the construction, less the cost to Client if the omitted component had been initially included in the contract documents. All costs of errors, omissions, or other changes that result in betterment to the Project shall be borne by Client and shall not be a basis of claim against Consultant. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, added value, or enhancement of the Project.

12. Use of Documents

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

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

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

14. Use of Electronic Media

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

15. Opinions of Cost

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

16. Approvals

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

17. Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, quantity, or warrant the existence of conditions that Consultant cannot ascertain or otherwise represent information or knowledge inconsistent with Consultant's scope of services for the Project.

18. Third Parties

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

19. No Express or Implied Warranty

Consultant makes no representation nor does consultant extend any warranty of any kind, either express or implied, to client with respect to this agreement or the project and hereby disclaims all implied warranties of merchantability, fitness for a particular purpose, or noninfringement of the intellectual property rights of third parties with respect to any and all of the foregoing.

20. Damages Waiver

In no event shall consultant be liable to client, or anyone, for any consequential, incidental, indirect, special, punitive, or exemplary damages including, without limitation, loss of use, lost income, lost profits, loss of reputation, unrealized savings, diminution in property value, cost of replacement, business or goodwill, suffered or incurred by such other party in connection with the this agreement or the project, arising out of any and all claims including, but not limited to, tort, strict liability, statutory, breach of contract, and breach of express and implied warranty claims (should it be determined that such warranty claims survive the disclaimers set forth in this agreement).

21. Standard of Care

The Standard of Care for all professional services performed or furnished by Consultant under this Agreement shall be the skill and care used by members of Consultant's profession practicing under similar circumstances or similar scope of services at the same time and in the same locality.

22. Termination

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

A. **For Cause**

1) By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.

2) By Consultant

a) Upon seven days written notice if Consultant believes that he is being requested by Client to furnish or perform services contrary to Consultant's responsibilities as a licensed professional. Consultant shall have no liability to Client on account of such termination.

b) Upon seven days written notice if the Consultant's services for the project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.

c) Upon seven days written notice if the Client has failed to pay for previous services rendered and/or if his account is more than 60 days past due.

B. **To Discontinue Project**

By Client effective upon the receipt of notice by Consultant.

C. **Reimbursement for Services**

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

23. Force Majeure/Project Schedule

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence. . In the event Consultant is hindered, delayed, or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including but not limited to delays due to power or data system outages, acts of nature, public health emergencies including but not limited to infectious disease outbreaks and pandemics, governmental orders or directives, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or review Consultant's services or design documents, or delays caused by faulty performance by Client's contractors or consultants, the time for completion of Consultant's services shall be extended by the period of resulting delay and compensation equitably adjusted. Client agrees that Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Agreement due to such delays.

24. Successors, Assigns and Beneficiaries

A. Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party by this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty of responsibility under this Agreement.

25. Municipal Financial Advisor Services

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

26. Controlling Laws

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

27. Entire Agreement

These General Terms and Conditions and the accompanying Agreement constitute the full and complete Agreement between Client and Consultant and supersedes all prior understandings and agreements between the parties and may be changed, amended, added to, superseded, or waived only if Client and Consultant specifically agree in writing to such amendment of the Agreement. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as set forth in these General Terms and Conditions and accompanying Agreement. In the event of any inconsistency between these General Terms and Conditions, the proposal, Agreement, purchase order, requisition, notice to proceed, or like document, these General Term and Conditions shall govern.

28. Authority

The person signing the accompanying agreement acknowledges that if the person is signing in a capacity other than individually, the execution and delivery of this document has been duly authorized and the member, owner, officer, partner or other representative who is executing this document have the full power, authority and right to do so, and that such execution is sufficient and legally binding on the entity on whose behalf this document is signed, to enable the document to be enforceable in accord with its terms.

Marathon City – Director of Public Works
311 Walnut Street PO Box 487
Marathon City, WI 54448
(715) 443-2221

Submission Date:	7-31-25
Accepted By:	AM
Approval Date:	7-31-25
Approved By:	SAC

WATER AND SANITARY SEWER

Property Information

Address of Property: 704 Thornapple St Planned Date of Connection: 8/7/25
Property Owner Name: Harrison Capital LLC
Mailing Address: 1050 Grand Ave. Ste A
Email Address: Josh@tsdrywall.co
Phone Number: 715-297-5676
New Construction? ☒ Yes ☐ No
Public Utilities On Property? ☒ Yes ☐ No
If No, What Is The Distance To the Nearest Utility?
Service Type: ☒ Residential ☐ Commercial
Water Meter Size Required: ☒ ¾" ☐ 1" ☐ 1 ¼" ☐ 1 ½" ☐ 2" ☐ 3"
Water Service Size Required: ☒ 1" ☐ 6" ☐ 10" ☐ Other

Applicant Acknowledgement

By signing below, I hereby acknowledge that I have completed the above information to the best of my knowledge, read the above information and will agree to all said rules and guidelines governing the use of the Public Utilities.

Signature:

Date: 7/30/25

Rental Application Review (Office Use Only)

Application Complete? ☐ Yes ☐ No
Confirm Utilities Onsite? ☐ Yes ☐ No
Will Utility Construction be required for connection? ☐ Yes ☐ No
Has financial responsibility for extension been communicated? ☐ Yes ☐ No