

CITY OF EDGERTON
REGULAR COMMON COUNCIL MEETING
EDGERTON CITY HALL, COUNCIL CHAMBERS
12 ALBION STREET

Monday, June 1, 2020 at 7:00 p.m.

1. Call to order; Roll call
2. Pledge of Allegiance.
3. Confirmation of appropriate meeting notice posted on Friday, May 29, 2020.
4. Council acceptance of agenda.
5. Personal appearances for non-agenda items limited to 3 minutes.
 - A. The public will be allowed to speak on agenda items during the meeting.
6. Minutes:
 - A. Consider approval of minutes from May 18, 2020 Council meeting.
7. Discuss and consider plans for re-opening publicly owned facilities and services.
8. Committee Items:
 - A. Finance Committee:
 1. Consider approval of bills and payroll vouchers.
 2. Consider approval of licenses.
 - a. Class "B" Beer License Renewal for:
 - i. Mario's Italian Restaurant, LLC, agent Carla Zimmerman
 - ii. Edge Events, LLC, agent Sarah Braun
 - b. "Class B" Combination Liquor & Beer License Renewal for:
 - i. Towne Country Club, Inc., agent Michael Hesselman
 - ii. 2 Brothers Bar & Grill, agent Ilir Banushi
 - iii. Café on Main, agent Ilir Banushi
 - iv. El Patron Mexican Grill, agent Alejandro Ramirez
 - v. Last Nite Bar & Grill, agent Terri Nottestad
 - vi. TK's Decoy Bar & Grill, agents Tom Kuhlow
 - vii. The Pit Stop of Edgerton LLC, agent James Lytle
 - viii. The Baron LLC, agent Ilir Banushi
 - ix. Lounge 1848, agent Ilir Banushi
 - c. Class "A" Beer License Renewal for:
 - i. Kwik Trip #675, agent Sarah Pierce
 - ii. Stop-n-Go #214, agent Andrew Bowman
 - d. "Class A" Combination Liquor & Beer License Renewals for:
 - i. Cowley's Family Foods, Inc (Piggly Wiggly), agent Jason Cowley
 - ii. Game Day Beverage, Inc, agent Jasbeer Kaur
 - iii. Casey's General Store #3731, agent Heidi Marcyes
 - iv. Burns Full Service, LLC, agent Casey Burns
 - e. Class "C" Wine License Renewal for:
 - i. Edge Events, LLC, agent Sarah Braun
 - f. Cigarette & Tobacco License for:
 - i. Family Dollar Stores of WI
 - ii. Game Day Beverage, Inc

- iii. Cowley's Family Foods, Inc (Piggly Wiggly)
- iv. 2 Brothers Bar & Grill
- v. Kwik Trip #675
- vi. Stop-n-Go #214
- vii. Burns Full Service, LLC
- viii. Casey's General Store
- g. Dance Hall Permits to:
 - i. The Baron LLC
 - ii. 2 Brothers Bar & Grill
 - iii. Lounge 1848
 - iv. TK's Decoy Bar & Grill
 - v. Edgerton Towne Country Club, Inc
 - vi. Last Nite Bar & Grill
- h. Sandwich Board Permits to:
 - i. The Baron LLC
 - ii. 2 Brothers Bar & Grill
 - iii. Lounge 1848
 - iv. Game Day Beverage, Inc
 - v. Emmaus Community Church
 - vi. Ripples Resale
- i. Private Property on Public Sidewalk Permit to:
 - i. Burns Full Service, LLC
 - ii. Ripples Resale
- 3. Consider bids for Henderson St reconstruction.
- 4. Consider rehabilitation of Rollin/Henry St parking lot.
- 5. Consider addendum to Cedar Corp contract to include construction and engineering for the W Rollin St project.
- 6. Consider addendum to Cedar Corp contract to include construction and engineering for the Henderson St project.
- 7. Consider addendum to Cedar Corp contract to include construction and engineering for the west side pond project.
- 8. Consider cell tower property lease.
- B. Fire District:
 - 1. Report on discussion and action taken at previous meeting, future agenda items and upcoming scheduled meetings.

9. Consider athletic field rental.

10. Mayor, alderperson and staff reports.

11. Adjourn.

Notice: Some members of the Council may attend by telephone conference for this meeting.

Notice: If a person with a disability requires that the meeting be accessible or that materials at the meeting be in an accessible format, call the City Administrator's office at least 6 hours prior to the meeting to request adequate accommodations. Telephone: (608) 884-3341.

**May 18, 2020 COMMON COUNCIL MEETING MINUTES
CITY OF EDGERTON**

Mayor Christopher Lund called the meeting to order at 7:00 p.m. All participants attended remotely.

Present: Sarah Braun, Casey Langan, Candy Davis, Robert Reynolds, Anne Radtke and Jim Burdick.

Others Present: City Administrator Ramona Flanigan, City Clerk/Treasurer Cindy Hegglund, Municipal Services Director Howard Moser, Utility Director Randy Oren, Police Chief Bob Kowalski, City Attorney Bill Morgan, The Edgerton Reporter and a few citizens.

Hegglund confirmed the meeting agendas were properly posted on Friday, May 15, 2020 at the Post Office, City Hall, Edgerton Library entrance door and City's website.

ACCEPT THE AGENDA: A Candy Davis/Jim Burdick motion to accept the agenda as printed passed on a 6/0 roll call vote.

MINUTES: A Candy Dais/Anne Radtke motion to approve the minutes from the May 4, 2020 Common Council meeting with corrections passed on a 6/0 roll call vote.

COMMITTEES:

Finance Committee: A Candy Davis/Sarah Braun motion to approve the final change order from R.T. Fox Contractors Inc for a decrease in the amount of \$24,183.77 for the Sweeney Rd project passed on a 6/0 roll call vote.

A Candy Davis/Anne Radtke motion to approve the final pay request from R.T. Fox Contractors Inc in the amount of \$53,929.16 for the Sweeney Rd project passed on a 6/0 roll call vote.

Jim Burdick requested a breakdown of the road crack sealing project since the cost was higher than previously reported. Municipal Services Director Moser explained he decided to remove Gateway Lane from the chip seal contract since it is in good shape and use the funds to crack seal Savannah Woods Drive. The cost for the two projects is about the same.

A Candy Davis/Sarah Braun motion to approve the bills and payroll list in the amount of \$391,426.78 passed on a 6/0 roll call vote.

A Candy Davis/Robert Reynolds motion to approve the purchase of sneeze guards for the shared ride taxi van for an estimated cost of \$260 passed on a 6/0 roll call vote.

A Robert Reynolds/Jim Burdick motion to approve the purchase of trees for the Sweeney Rd project in the amount of \$6,072 passed on a 6/0 roll call vote.

A Candy Davis/Jim Burdick motion to approve the change order to the mill and overly contract to include Swift St from the bridge to N Main St for an addition of \$44,363.90 passed on a 6/0 roll call vote.

Robert Reynolds recommended all the proceeds from the sale of the Veteran's Memorial Building be used for the Veteran's Memorial Fund.

Sarah Braun explained at prior meetings the Council discussed using the remaining proceeds toward Veterans housing. The City will work with Edgerton Outreach to develop a housing plan.

A Candy Davis/Jim Burdick motion to approve allocating \$50,000 of the Veteran's Memorial Building sale proceeds to the proposed Veteran's Memorial Fund passed on a 6/0 roll call vote.

Plan Commission: An Anne Radtke/Jim Burdick motion to approve the second reading and adopt City of Edgerton Ordinance 20-02: Amending Sections of Chapter 22 "Zoning Ordinances" Code of General Ordinances with an amendment to section 22.303 (1)(f) passed on a 6/0 roll call vote.

Personnel Committee: Jim Burdick asked why the policy regarding education reimbursement is limited to one college course per year. Heggglund stated it was in the policy language prior to this amendment and additional funds are not included in the budget.

Jim Burdick recommended clarification on when the time begins for the repayment requirement. Heggglund recommended that it begin at the time the course is completed. Language will be added to the policy.

A Candy Davis/Robert Reynolds motion to approve the amendment to the Personnel Policies and Procedures Manual to amend section 5.14 Education Benefits with additional changes passed on a 6/0 roll call vote.

The Council discussed a policy addressing the employee's use of Social Media. Robert Reynolds inquired if this policy would violate an employee's 1st amendment rights to freedom of speech. Attorney Morgan stated each case would need to be analyzed on a case by case basis to determine if the policy was followed.

The policy also addressed using social media on city owned equipment and the use of personal information to establish city accounts. Attorney Morgan will work on new language for the last bullet point of the policy. Council was comfortable with passing the policy now instead of reviewing it with the changes.

A Candy Davis/Jim Burdick motion to approve the amendment to the Personnel Policies and Procedures Manual to add Section 3.25 Public and Private Use of Social Media with amendments passed on a 6/0 roll call vote.

Being no other business before the Council, a Sarah Braun/Anne Radtke motion to adjourn passed on a 6/0 roll call vote.

Cindy Heggglund/wl
City Clerk-Treasurer
Adopted June 1, 2020

Report Criteria:

Detail report.
Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice Detail.GL Account = "10011100"-40857700820,"60311000"-80024610"
Invoice.Invoice Date = 05/29/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
10013100								
2887 c	DELTA DENTAL OF WISCONSIN	JUNE 2020	JUNE 20 DENTAL INSURANCE	05/29/2020	29.44	.00		
Total 10013100:					29.44	.00		
10051100340								
2834 c	LOVELAND, WENDY	2020	REIMBURSEMENT - PHIL BUHROW RETIRE	05/29/2020	209.19	.00		
Total 10051100340:					209.19	.00		
10051410153								
2887 c	DELTA DENTAL OF WISCONSIN	JUNE 2020	JUNE 20 DENTAL INSURANCE	05/29/2020	29.45	.00		
Total 10051410153:					29.45	.00		
10051410330								
4128 c	UWEX CENTER FOR LAND USE	518510	LOCAL RIGHTS-OF-WAY AND WI NEW 5G/SM	05/29/2020	20.00	.00		
4128 c	UWEX CENTER FOR LAND USE	518511	ANNUAL CASE LAW/LEGISLATIVE UPDATE	05/29/2020	20.00	.00		
Total 10051410330:					40.00	.00		
10051430153								
2887 c	DELTA DENTAL OF WISCONSIN	JUNE 2020	JUNE 20 DENTAL INSURANCE	05/29/2020	52.98	.00		
Total 10051430153:					52.98	.00		
10051440340								
867 ch	ROCK CO CLERK	4072020	ELECTION COSTS - FEB/APR 2020	05/29/2020	424.31	.00		
5047 c	TOWN OF LISBON	2020	PRESIDENTIAL - I VOTED - STICKERS	05/29/2020	17.16	17.16	05/18/2020	
5052 c	DISCOUNTMUGS.COM	AY002CD73D1	STYLUS PENS - ELECTION	05/29/2020	911.52	.00		
Total 10051440340:					1,352.99	17.16		
10051510153								
2887 c	DELTA DENTAL OF WISCONSIN	JUNE 2020	JUNE 20 DENTAL INSURANCE	05/29/2020	41.21	.00		
2887 c	DELTA DENTAL OF WISCONSIN	JUNE 2020	JUNE 20 DENTAL INSURANCE	05/29/2020	20.60	.00		
Total 10051510153:					61.81	.00		
10051510340								
4333 c	DISCOUNT RUBBER STAMPS	5/21/20	INK PADS FOR CHECK STAMPER	05/29/2020	8.79	.00		
Total 10051510340:					8.79	.00		
10051600210								
596 ch	ROBINSON'S MARKETING DIV I	25810	CLEANING THROUGH 5/15/20 - CITY HALL	05/29/2020	70.00	.00		
596 ch	ROBINSON'S MARKETING DIV I	25820	CLEANING THROUGH 5/22/20 - CITY HALL	05/29/2020	70.00	.00		
Total 10051600210:					140.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
10051600340								
4333 c	DISCOUNT RUBBER STAMPS	5/21/20	INK PADS FOR CHECK STAMPER/RECEIVED	05/29/2020	14.79	.00		
	Total 10051600340:				14.79	.00		
10052100153								
2887 c	DELTA DENTAL OF WISCONSIN	JUNE 2020	JUNE 20 DENTAL INSURANCE	05/29/2020	58.87	.00		
	Total 10052100153:				58.87	.00		
10052100320								
4720 c	CITY OF MILTON	8898	MEMBERSHIP FEE - I AM RESPONDING NOT	05/29/2020	38.13	.00		
	Total 10052100320:				38.13	.00		
10052120153								
2887 c	DELTA DENTAL OF WISCONSIN	JUNE 2020	JUNE 20 DENTAL INSURANCE	05/29/2020	372.83	.00		
	Total 10052120153:				372.83	.00		
10052120225								
130 ch	US CELLULAR	0371569515	POLICE CELL PHONES	05/29/2020	100.00	.00		
	Total 10052120225:				100.00	.00		
10052150210								
596 ch	ROBINSON'S MARKETING DIV I	25810	CLEANING THROUGH 5/15/20 - POLICE STAT	05/29/2020	119.00	.00		
596 ch	ROBINSON'S MARKETING DIV I	25820	CLEANING THROUGH 5/22/20 - POLICE DEP	05/29/2020	119.00	.00		
	Total 10052150210:				238.00	.00		
10053100153								
2887 c	DELTA DENTAL OF WISCONSIN	JUNE 2020	JUNE 20 DENTAL INSURANCE	05/29/2020	58.87	.00		
2887 c	DELTA DENTAL OF WISCONSIN	JUNE 2020	JUNE 20 DENTAL INSURANCE	05/29/2020	38.27	.00		
	Total 10053100153:				97.14	.00		
10053100320								
5051 c	INTERNATIONAL SOCIETY OF A	2020	MEMBERSHIP DUES - MOSER	05/29/2020	180.00	.00		
	Total 10053100320:				180.00	.00		
10053230153								
2887 c	DELTA DENTAL OF WISCONSIN	JUNE 2020	JUNE 20 DENTAL INSURANCE	05/29/2020	98.13	.00		
	Total 10053230153:				98.13	.00		
10053230225								
130 ch	US CELLULAR	0374973329	DPW CELL PHONE	05/29/2020	44.54	.00		
	Total 10053230225:				44.54	.00		
10053230340								
14 ch	AIRGAS NORTH CENTRAL	9970796418	LEASE CYLINDER RENEWALS (2) - MUNI GA	05/29/2020	197.14	.00		
	Total 10053230340:				197.14	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
10053310380								
3175 c	MOTOR PARTS & EXHAUST LLC	1-307272	SCUFF PAD - STREET VEHICLES	05/29/2020	7.50	.00		
3175 c	MOTOR PARTS & EXHAUST LLC	1-309582	OIL FILTER - STREET VEHICLES	05/29/2020	10.58	.00		
Total 10053310380:					18.08	.00		
10053318340								
3421 c	PRAIRIE AVENUE CONCRETE I	47452	SAND - SNOW/ICE	05/29/2020	533.13	.00		
Total 10053318340:					533.13	.00		
10053420221								
21 ch	ALLIANT ENERGY	APR 20 83307	833074 ELECTRIC CHARGES	05/29/2020	4,592.06	.00		
Total 10053420221:					4,592.06	.00		
10053430820								
373 ch	JB JOHNSON BROS LLC	2020	ADA RAMPS - DICKINSON	05/29/2020	1,700.00	.00		
Total 10053430820:					1,700.00	.00		
10054910340								
3175 c	MOTOR PARTS & EXHAUST LLC	1-309561	OIL FILTERS - CEMETERY MOWERS	05/29/2020	16.05	.00		
3175 c	MOTOR PARTS & EXHAUST LLC	1-310653	FUEL FILTER - CEMETERY MOWER	05/29/2020	4.08	.00		
Total 10054910340:					20.13	.00		
10054910380								
3175 c	MOTOR PARTS & EXHAUST LLC	1-310751	SWITCHES - CEMETERY VEHICLE	05/29/2020	5.99	.00		
3175 c	MOTOR PARTS & EXHAUST LLC	1-310792	OIL FILTER/OIL - CEMETERY VEHICLE	05/29/2020	28.35	.00		
Total 10054910380:					34.34	.00		
10055110153								
2887 c	DELTA DENTAL OF WISCONSIN	JUNE 2020	JUNE 20 DENTAL INSURANCE	05/29/2020	166.78	.00		
Total 10055110153:					166.78	.00		
10055200340								
2433 c	AMAZON.COM LLC	7906663	WEED WHIP STRING - PARKS	05/29/2020	46.27	.00		
3175 c	MOTOR PARTS & EXHAUST LLC	1-309233	MOTOR TUNEUP KIT/PLUG/FILTER - PARKS	05/29/2020	15.52	.00		
Total 10055200340:					61.79	.00		
10055200380								
3175 c	MOTOR PARTS & EXHAUST LLC	1-310513	OIL FILTER/OIL -TRUCK #12	05/29/2020	30.21	.00		
Total 10055200380:					30.21	.00		
10055200820								
373 ch	JB JOHNSON BROS LLC	2020	CONCRETE PAD DICKINSON PARK	05/29/2020	2,625.00	.00		
373 ch	JB JOHNSON BROS LLC	2020	KIENBAUM PARK SIDEWALK	05/29/2020	2,887.50	.00		
373 ch	JB JOHNSON BROS LLC	2020	ADDITIONAL CURB GUTTER PARKS	05/29/2020	1,715.00	.00		
Total 10055200820:					7,227.50	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
10055415340								
602 ch	ROCK CO HEALTH DEPT	2020	2020 LICENSE RENEWAL - RACETRACK CO	05/29/2020	525.00	.00		
Total 10055415340:					525.00	.00		
10055420340								
130 ch	US CELLULAR	0374973329	POOL WIFI	05/29/2020	47.40	.00		
602 ch	ROCK CO HEALTH DEPT	2020	2020 LICENSE RENEWAL - UPPER DECK PO	05/29/2020	315.00	.00		
602 ch	ROCK CO HEALTH DEPT	2020	2020 LICENSE RENEWAL - LOWER DECK PO	05/29/2020	315.00	.00		
602 ch	ROCK CO HEALTH DEPT	2020	2020 LICENSE RENEWAL - AQUATIC CONCE	05/29/2020	525.00	.00		
Total 10055420340:					1,202.40	.00		
10056300153								
2887 c	DELTA DENTAL OF WISCONSIN	JUNE 2020	JUNE 20 DENTAL INSURANCE	05/29/2020	17.66	.00		
Total 10056300153:					17.66	.00		
10056600210								
3838 c	CLARK COMPANIES INC	8371	HANG SUMMER BASKETS - 50% OF BID	05/29/2020	5,750.00	.00		
Total 10056600210:					5,750.00	.00		
10056700820								
5050 c	ALLIANT ENERGY	5/12/20	COMMUNITY SIGN ELECTRIC SERVICE PUL	05/29/2020	152.00	.00		
Total 10056700820:					152.00	.00		
40857120820								
4458 c	FIDLAR TECHNOLOGIES	2/17/20	WESTSIDE BUSINESS PARK - CSM COPY	05/29/2020	9.95	.00		
Total 40857120820:					9.95	.00		
60380840340								
4333 c	DISCOUNT RUBBER STAMPS	5/21/20	INK PADS FOR CHECK STAMPER	05/29/2020	2.48	.00		
Total 60380840340:					2.48	.00		
Grand Totals:					25,407.73	17.16		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
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Total General Fund Vouchers: \$25,407.73

Total Payroll Check Date 5/22/20: \$70,167.55

GRAND TOTAL OF GENERAL FUND: \$95,575.28

Finance Committee Members Signatures of Approval:

ROBERT REYNOLDS

CANDY DAVIS

SARAH BRAUN

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.GL Account = "10011100"-"40857700820","60311000"-"80024610"

Invoice.Invoice Date = 05/29/2020

Memo

To: Common Council
From: Staff
Date: 5/29/2020
Re: June 1, 2020 Meeting

Henry/Rollin Street Parking lot: In conjunction with the Rollin Street project, staff is recommending the city owned parking lot on the corner of Henry and Rollin Streets be upgraded. The upgrade would remove the two driveways on Rollin Street and provide a new entrance on Henry Street (See attached map). A portion of the parking lot would have curb which will improve the aesthetics of the lot which is currently in violation of the ordinance by having the pavement next to the sidewalk. Removing pavement next to the sidewalk would also allow for some screening of the parking lot. The number of parking stalls will remain the same. The cost of an option to mill and overlay the asphalt surface is also provided. Staff does not believe milling and overlaying is warranted at this time. The improvements would be paid for by TIF 6.

- New storm sewer structure = \$2,600
- New curb in lot = \$6,000
- Seal coat and striping = \$600
- Landscape material = \$500
- **TOTAL** **\$9,700**

OPTION - Mill and Overlay = **\$18,451.60**

Henderson Bids: The City received 3 bids for the Henderson resurface and cul-de-sac construction project. Nelson Excavating provided the low bid of \$74,563. The project will be funded with funds from 2019 borrowing. Total estimated project cost including engineering is \$98,318. The 2020 budget estimated the cost is \$96,300.

Athletic Field Rental: We have had a request from a regional lacrosse club team to use the large soccer field at Racetrack Park this summer for their practices. They would want to use the large field (and possibly a second field if another field would work for them) on Tuesday, Wednesday, and Thursday evenings from 6:00 -8:30 pm for the month of June and possibly into July. We do not have a policy or rental rate established for the use of athletic fields. The City currently rents a baseball field for \$60 per day.

Staff contacted the High School soccer coach and the EYSA leaders to understand their plans for use of the field. Both coaches expressed concern about wear and tear on the fields. The HS coach indicated that if allowed by COVID regulations, the HS team would start practice on that field July 2 on Mondays, Tuesdays, and Thursdays.

Staff found the following athletic field rental rates in a survey of area communities.

1. Madison –\$25/hour
2. Waunakee
 - a. Weekday Rental \$50 Resident/\$100 Non-Resident
 - b. Weekday evening Rental \$65 Resident/\$130 Non-Resident
 - c. Weekend and Holidays \$75 Resident/\$150 Non-Resident
3. Waukesha No Charge Resident; \$25/day individual non-resident/organization; \$18.00/hour or \$120/full day
4. Evansville - \$55/day resident; \$110/day nonresident; \$165/for profit organization (Multi-day is double the cost)

The Council should decide:

- Will the City allow the rental of athletic fields (in accordance with the COVID related policy the Council adopts).
- If so, at what rate?
- Would the rental be limited to time when local teams are not scheduled to use the field?

Staff would develop a rental policy.

Cell tower lease: A cell carrier is interested in potentially placing a cell tower on the City garage property. The tower would be a monopole design meaning there are no guide wires. The cell company would negotiate a lease with the City for a 75'x75' area that would be fenced. No buildings are planned with the project. The Council should indicate if the City is interested in pursuing the negotiation of a lease for a cell tower.

221 145009

221 204005

22

221 145008

221 138006

221 13800

W Rollin St

N Henry St

221 140001

221 138009

221 139009

221 138008



STANDARD FORM OF
BID ANALYSIS
PROJECT NUMBER 4894-093

WHEREAS City of Edgerton (hereinafter referred to as the OWNER) has received bids on the 21st day of May, 2020 for Contract "20E-03" – Henderson Street, Street and Utility Improvements (hereinafter referred to as the Project) and

WHEREAS Cedar Corporation, (hereinafter referred to as ENGINEER) has been retained by the OWNER to prepare bid tabulations, analyze bid results, and consult with the OWNER on the award of contracts.

The ENGINEER hereby consults as follows:

1. Based upon ENGINEER's analysis of the bids received on the above PROJECT the responsive low bidder is:

Nelson Excavating and Son, LLC.
3898 Old Stone Road
Oregon, WI 53575
Phone: 608-333-5607

The base bid price for the project was \$74,563.00. The project limits are on Henderson Street from N. Main St to the east end concluding in a new cul-de-sac. The bid includes a list of unit price items for new excavation and construction of a new cul-de-sac with curb and gutter, HMA pavement, concrete driveway and sidewalk, replacement of two hydrants, reconstruction of four sanitary sewer manholes, and the mill and overlay of the street along with landscaping, seeding, etc.

2. A total of three bids were submitted for this project. The second low bidder was G. Fox and Son, Inc. at \$112,675.50 and the final bidder was Rock Road Companies at \$129,704.98. The bid tab is attached.
3. The Engineer's base bid cost estimate for this project at bid time was \$70,200. The recommended bidder was 6.2% above the estimate. The higher bids appeared to be tied to unusual costs for clearing and grubbing, excavation, paving, traffic control, etc. by each bidder. We believe this may have to do with the timing of the bid and size of the project.
5. Nelson Excavating recently completed High Street and West Rollin Street Storm Sewer in the city and Kevin Hahn, the Owner of Nelson Excavating has done work in the city before when employed at Mandt Brothers. Nelson Excavating is a local contractor and this project is a small project which should be no problem for them to complete.
6. The contract calls for work to be substantially complete by October 2, 2020 and fully completed by October 16, 2020.
7. It is understood that by this analysis, that the ENGINEER does not guarantee the Contractor's performance, which is covered by the Contractor's bond. It is a statement by the

ENGINEER that the ENGINEER has no information, which would lead the ENGINEER to believe that the Contractor does not have the necessary equipment and personnel to complete the PROJECT in compliance with the drawings and specifications within reasonable tolerances generally accepted in the trade.

8. It is further understood that this analysis is not a representation that the ENGINEER has reviewed the proposal for possible legal irregularities which should be a function of the OWNER'S legal counsel, and at the option of the OWNER.
9. It is further understood that in the event that OWNER feels that the Contract should be awarded on some basis other than price, the OWNER should defer further action on this PROJECT until a thorough legal review can be made by OWNER'S legal counsel.

Cedar Corporation

Submitted By: William A. Betzig, P.E.

Date: May 28, 2020



BID TABULATION

HENDERSON STREET, STREET AND UTILITY IMPROVEMENTS
 CONTRACT "20E-03"
 CITY OF EDGERTON
 EDGERTON, WI

MAY 21, 2020

PROJECT NAME: Henderson Street, Street and Utility Improvements				Nelson Excavating and Son, LLC 3898 Old Stone Road Oregon, WI 53575		G. Fox & Son, Inc. 6246 N. Fox Road Janesville, WI 53548-9360		Rock Road Companies, Inc. P. O. Box 1818 Janesville, WI 53547-1818			
PROJECT NO: 4894-0093											
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
01.2100.00.00001	ALLOWANCES	C.O.W	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00		
01.5000.01.00002	TRAFFIC CONTROL	L.S.	1	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$8,513.76	\$8,513.76		
02.4113.03.00002	SELECT DEMOLITION OF CURB AND GUTTER	L.F.	20	\$5.00	\$100.00	\$15.00	\$300.00	\$56.68	\$1,133.60		
02.4113.03.00008	REMOVAL OR ABANDONING VALVES AND VALVE BOXES	EA	2	\$150.00	\$300.00	\$200.00	\$400.00	\$7,935.60	\$15,871.20		
02.4113.03.00009	REMOVAL AND SALVAGING FIRE HYDRANTS	EA	2	\$400.00	\$800.00	\$250.00	\$500.00	\$867.72	\$1,735.44		
02.4113.03.00010	SAW CUTTING	L.F.	35	\$3.00	\$105.00	\$18.00	\$630.00	\$8.83	\$309.05		
02.4113.03.00011	CONCRETE PAVEMENT REMOVAL	S.Y.	38	\$6.00	\$228.00	\$5.00	\$190.00	\$16.98	\$645.24		
02.4113.03.00012	ASPHALT PAVEMENT MILLING	S.Y.	1,900	\$4.00	\$7,600.00	\$6.00	\$11,400.00	\$3.24	\$6,156.00		
31.1100.04.00002	CLEARING & GRUBBING	L.S.	1	\$1,500.00	\$1,500.00	\$5,300.00	\$5,300.00	\$7,393.56	\$7,393.56		
31.2300.04.00003	EXCAVATION (ESTIMATED QUANTITY 55 CY)	L.S.	1	\$1,000.00	\$1,000.00	\$8,500.00	\$8,500.00	\$1,370.35	\$1,370.35		
31.2333.04.00002	SELECT TRENCH BACKFILL MATERIAL (AS ORDERED)	TON	20	\$10.00	\$200.00	\$12.00	\$240.00	\$34.11	\$682.20		
31.2500.01.00003	TEMPORARY SILT FENCE	L.F.	100	\$3.00	\$300.00	\$2.00	\$200.00	\$10.68	\$1,068.00		
31.2500.01.00005	TEMPORARY STORM DRAIN INLET PROTECTION	EA.	3	\$100.00	\$300.00	\$50.00	\$150.00	\$154.87	\$464.61		
31.3419.04.00002	GEOTEXTILE SOIL REINFORCEMENT, TYPE SAS	S.Y.	180	\$5.00	\$900.00	\$2.00	\$360.00	\$4.02	\$885.60		
32.1123.05.00004	CRUSHED AGGREGATE BASE COURSE, 3 INCH	TON	55	\$12.00	\$660.00	\$20.00	\$1,100.00	\$24.03	\$1,321.65		
32.1123.05.00005	CRUSHED AGGREGATE SURFACE COURSE, 1-1/4"	TON	75	\$12.00	\$900.00	\$20.00	\$1,500.00	\$40.36	\$3,027.00		
32.1123.05.00006	CRUSHED AGGREGATE BASE, DRIVEWAY, 3/4"	TON	20	\$12.00	\$240.00	\$20.00	\$400.00	\$25.54	\$510.80		
32.1200.05.00007	HMA PAVEMENT, 4 LT 58-28 S, UPPER LAYER, 1.75"	TON	20	\$80.00	\$1,600.00	\$78.50	\$1,570.00	\$145.00	\$2,900.00		
32.1200.05.00002	HMA PAVEMENT, 4 LT 58-28 S, LOWER LAYER, 1.75"	TON	20	\$120.00	\$2,400.00	\$114.00	\$2,280.00	\$165.00	\$3,300.00		
32.1200.05.00011	HMA PAVEMENT, 4 LT 58-28 S, OVERLAY LAYER, 2.0"	TON	255	\$80.00	\$20,400.00	\$78.50	\$20,017.50	\$72.00	\$18,360.00		
32.1613.05.00003	CONCRETE CURB AND GUTTER, 30" BARRIER	L.F.	145	\$44.00	\$6,380.00	\$42.00	\$6,090.00	\$56.91	\$8,251.95		
32.1623.05.00001	CONCRETE SIDEWALK, 4" (AS ORDERED)	S.F.	260	\$10.00	\$2,600.00	\$10.00	\$2,600.00	\$8.09	\$2,103.40		
32.1623.05.00003	CONCRETE SIDEWALK AND DRIVEWAY, 6"	S.F.	120	\$12.00	\$1,440.00	\$12.00	\$1,440.00	\$10.79	\$1,294.80		
32.3292.05.00001	TOPSOIL, TURF AND GRASSES	S.Y.	270	\$3.00	\$810.00	\$6.00	\$1,620.00	\$9.08	\$2,451.60		
33.1400.08.00023	HYDRANT	EA.	2	\$4,800.00	\$9,600.00	\$5,500.00	\$11,000.00	\$5,662.82	\$11,325.64		
33.1400.08.00025	CONTROL VALVE AND BOX, GATE, 6"	EA.	2	\$1,500.00	\$3,000.00	\$1,950.00	\$3,900.00	\$1,937.69	\$3,875.38		
33.1400.08.00032	CONNECT TO EXISTING WATERMAIN	EA.	1	\$750.00	\$750.00	\$5,000.00	\$5,000.00	\$2,016.89	\$2,016.89		

PROJECT NAME: Henderson Street, Street and Utility Improvements				Nelson Excavating and Son, LLC 3898 Old Stone Road Oregon, WI 53575		G. Fox & Son, Inc. 6246 N. Fox Road Janessville, WI 53548-9360		Rock Road Companies, Inc. P. O. Box 1818 Janessville, WI 53547-1818			
PROJECT NO: 4894-0093											
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
33.1400.08.00037	HYDRANT LEADS (6" DI)	L.F.	11	\$50.00	\$550.00	\$28.00	\$308.00	\$830.66	\$9,137.26		
33.013086.09.002	MAN HOLE RIM ADJUSTMENT AND CHIMNEY RECONSTRUCTION W/CONE REPLACEMENT	EA.	4	\$1,200.00	\$4,800.00	\$5,500.00	\$22,000.00	\$2,150.00	\$8,600.00		
33.3100.09.00019	SANITARY CASTING, TYPE E	EA.	4	\$400.00	\$1,600.00	\$420.00	\$1,680.00	\$1,000.00	\$4,000.00		
UNIT PRICE BID SCHEDULE A TOTAL					\$74,563.00		\$112,675.50		\$129,704.98		

Project No: 4894-0081
Addn. No: 47
Date: 5/28/20

ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement shall be an addition to, and subject to the conditions contained in that Agreement for Services dated April 5, 2011, between Cedar Corporation (ENGINEER), and City of Edgerton (OWNER).

WHEREAS the OWNER wishes to engage the ENGINEER to provide various services as described below, in accordance with ENGINEER procedures, standards, and normal billing practices, and

WHEREAS the project to which such services apply is referred to as the PROJECT and described generally as follows: West Rollin Street, Street and Utility Improvements, and

WHEREAS the ENGINEER has agreed to perform such work.

NOW, THEREFORE, and in consideration of the above, the ENGINEER and the OWNER do hereby agree and covenant as follows:

SECTION 1 - SERVICES

The PROJECT includes the following improvements:

Project: West Rollin Street, Street and Utility Improvements

- Description: Construction engineering for the West Rollin Street project. This project extends from Albion Street to N. Main Street, a distance of about 1,360 LF. Work to be completed includes replacing the street with a 39' face to face of curb, replacement of the 6" water, 8" and 10" sanitary sewer main with 8" water and 8" and 10" sanitary sewer main and all new water and sanitary sewer services. New storm sewer will be installed to collect surface water and will be sized and deep enough to continue west on Rollin Street. Also included in the project will be to replace bad sections of sidewalk and update ADA ramps. The project will consider planting new terrace trees. Construction is assumed to be 12 to 14 weeks in total.

1.1 GENERAL PROJECT ADMINISTRATION

The ENGINEER agrees to provide the following General Administrative Services for the PROJECT. OWNER and ENGINEER agree that the ENGINEER shall be obligated to provide only that degree of scrutiny of the Contractor's work as is described in this part. Only if specifically included otherwise in this Agreement shall the ENGINEER provide full-time Resident Engineering Services for the PROJECT.

The performance of General Administrative Services specifically excludes direction or supervision of the Contractor or his employees in the performing of their work in a safe, legal or proper manner and ENGINEER hereby disclaims any responsibility therefore.

ENGINEER will endeavor to guard OWNER against defects and deficiencies in the work. However, it is understood and agreed by and between ENGINEER and OWNER that with respect to defects and deficiencies in the work, ENGINEER'S role under this subsection is advisory only. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

ENGINEER shall under this paragraph, assist the OWNER in administering the provisions of the Contract Documents as follows:

- Assistance in interpretation of the drawings and specifications and approval of all changes in the Contract Documents.
- Make decisions regarding the PROJECT as called for in the Contract Documents.
- Assistance in interpretation of the reports of inspection bureaus, laboratories, test borings, and subsurface exploration related to the PROJECT during construction.
- Review of shop drawings and manufacturer's data for general conformance with the Contract Documents.
- Final inspection and processing of final contract payment request. (Final unit quantities where appropriate to the method of compensation shall be furnished to the ENGINEER by the OWNER or OWNER'S Agent performing Resident Engineering duties.)
- Preparation of a set of record drawings of the completed PROJECT conforming to the construction records provided to the ENGINEER by the Contractor or the OWNER during construction.
- Updating the OWNER'S utility and street mapping.
- Assistance with warranty work required by the Contractor.

1.2 RESIDENT ENGINEERING

The ENGINEER agrees to provide Resident Engineering Services for the PROJECT. These services do not guarantee the Contractor's performance which is covered by the Contractor's bond, but by providing these services, the ENGINEER endeavors to protect the OWNER against defects and deficiencies in the PROJECT work and endeavors to insure compliance with the drawings and specifications within reasonable tolerances generally accepted in the Trade.

- The OWNER has requested the ENGINEER to provide full time Resident Engineering which shall provide for a Resident Project Representative to be at the construction site continuously during underground utility installation and testing and periodically during road construction. Scheduling of on-site observations will endeavor to observe and accept or reject materials and procedures, in general, before they become hidden from view by subsequent construction.

Services to be offered by the ENGINEER are limited to those specified below:

- The original setting of lines and grades.
- Checking of lines and grades at intervals during construction.
- Observation of completed work for compliance with drawings and specifications.
- Keeping field measurement records.
- Keeping records of the Contractor's activities.
- Negotiation of field changes and change orders for approval by the OWNER and ENGINEER.
- On-site coordination of the PROJECT.
- Recommendation for payment of Contractor's progress payment requests.
- Assist with CDBG interviews and coordination.

1.3 ADDITIONAL ENGINEERING SERVICES

The ENGINEER shall under this paragraph provide optional additional professional services which are often a part of the project, but which have not been included under previous paragraphs. These services shall be provided **AT ADDITIONAL COST** under the method indicated in Section 2.

Examples of these services include, but are not limited to:

Providing services which are not in accordance with ENGINEER procedures, standards or normal billing practices, assistance to attorneys and appearances before courts or boards on matters of litigation or arbitration, redesign ordered by the OWNER after the original design concept has been reviewed and accepted by the OWNER, laboratory testing, tune up and testing of equipment, plant operation and maintenance manuals, training of operators, final computation of total eligible PROJECT cost including engineering, construction, administration, etc., for purposes of audit on projects involving grants, etc.

The ENGINEER agrees to provide the following Additional Engineering Services for the PROJECT:

- None requested at this time. However, services of the type listed above will be provided under this paragraph **AT ADDITIONAL COST** if authorized in writing by the OWNER.

SECTION 2 - COMPENSATION

AN INITIAL PAYMENT OF Zero Dollars (\$0.00) shall be made upon execution of this Agreement and credited to the OWNER's account at final payment.

2.1 PER DIEM

Whereas the OWNER has elected to compensate the ENGINEER for services under paragraphs 1.1, 1.2, and 1.3 on a Per Diem Basis, such compensation shall include payment for labor, direct expenses, and other compensation as follows:

Hourly Rate Schedule: The hourly rates to be used for this item shall be determined by the hourly rate schedule incorporated into this agreement as shown below or attached schedule. The ENGINEER reserves the right to adjust the overhead rate, which is used in determining the above hourly rates, on a yearly basis.

Direct Expenses: Reimbursement of direct expenses incurred in connection with the PROJECT, including but not limited to the following:

- Reimbursable expenses (e.g. long-distance telephone, subsistence and lodging, commercial transportation, postage and shipping, expense of purchased services, lease of specialized equipment, etc.).
- Mileage expenses per IRS regulations.
- Fees paid for securing approval of authorities having jurisdiction over the PROJECT.
- Printing and reproduction.
- Actual reproduction costs and mailing costs for Bidding Documents less the non-refundable purchase amount received for the Bid Documents.
- Equipment costs (e.g., computers, automated survey instruments, CADD equipment, etc.).

Payments are due and payable thirty (30) days from the date of the ENGINEER's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one percent (1%) per month from invoice date.

The estimated cost follows:

Items 1.1 through 1.2 =	\$ 98,825
Item 1.3 =	To be determined if requested.

Other Compensation: It is understood that when requested by the OWNER, the ENGINEER shall procure the services of independent inspection bureaus, laboratories, soil exploration firms, etc. However, this is for the convenience of the OWNER and the ENGINEER shall provide coordination only of these services at the labor rates determined above.

SECTION 3 - TIMETABLE

Estimated Project Schedule:

Project Construction	Summer 2020
Substantial Completion	Fall 2020
Final Completion	June 2021

The ENGINEER is prepared to work within the above schedule unless delays occur due to unforeseen circumstances beyond the control of the ENGINEER.

SECTION 4 - SPECIAL CONDITIONS

None

All other provisions of that Agreement referred to above shall remain in force unless otherwise modified or deleted above.

IN WITNESS WHEREOF the parties hereto set their hands and seals dated this 1st day of June, 2020.

For OWNER:

City of Edgerton

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

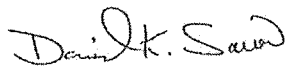
For ENGINEER:

Cedar Corporation

By:  _____

Name: William A. Betzig

Title: Sr. Project Manager

By:  _____

Name: David K. Sauer

Title: Director

2020 Schedule of Hourly Rates

<u>TITLE</u>	<u>RATE</u>
Principal	\$150.00
Director / Senior Project Manager / Lead Project Manager	\$140.00
Senior Engineer / Senior Architect / Lead Senior Planner	\$140.00
Lead Engineer	\$135.00
Project Manager III / Senior Consultant	\$135.00
Senior Construction Manager	\$130.00
Project Manager II	\$125.00
Project Engineer III	\$120.00
Project Manager I / Landscape Architect / Environmental Specialist IV	\$115.00
Project Engineer II / Senior Planner / Technician V	\$110.00
Environmental Specialist III	\$105.00
Construction Manager / Project Engineer I / Architect I	\$100.00
Professional Land Surveyor II / Technical Specialist	\$100.00
Technician IV	\$ 98.00
Staff Engineer II / Professional Land Surveyor I	\$ 95.00
Environmental Specialist II / Planner II / Surveyor	\$ 90.00
Technician III	\$ 89.00
Staff Engineer I / Environmental Specialist I	\$ 85.00
Technician II	\$ 80.00
Planner I	\$ 75.00
Technician I / Administrative Assistant II	\$ 72.00
Administrative Assistant I	\$ 67.00
Intern	\$ 65.00

Reimbursable Expenses (in addition to compensation for professional services if not included in contract):

Vehicle Mileage	\$0.57/mile ¹
GPS/Robotic Survey Equipment	\$30/hour

¹ Mileage reimbursement is subject to adjustment during the calendar year based on the IRS standard mileage rate

Field supplies are charged to the project at cost. Review fees required by approving authorities shall be paid directly by the Owner.

THIS RATE SCHEDULE, APPENDED TO ANY CONTRACT, IS SUBJECT TO ANNUAL ADJUSTMENT.



Project No: 4894-0089
Addn. No: 48
Date: 5/28/20

ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement shall be an addition to, and subject to the conditions contained in that Agreement for Services dated April 5, 2011, between Cedar Corporation (ENGINEER), and City of Edgerton (OWNER).

WHEREAS the OWNER wishes to engage the ENGINEER to provide various services as described below, in accordance with ENGINEER procedures, standards, and normal billing practices, and

WHEREAS the project to which such services apply is referred to as the PROJECT and described generally as follows: Henderson Street, Street and Utility Improvements, and

WHEREAS the ENGINEER has agreed to perform such work.

NOW, THEREFORE, and in consideration of the above, the ENGINEER and the OWNER do hereby agree and covenant as follows:

SECTION 1 - SERVICES

The PROJECT includes the following improvements:

Project: Henderson Street, Street and Utility Improvements

- Description: Construction engineering for the Henderson Street Improvements project. This project will create a new cul-de-sac with curb and gutter and plans for future sidewalk. It will also include work to replace one hydrant, relocate one hydrant, rebuild the cones for four sanitary sewer manholes, and a mill and overlay of Henderson Street from N. Main Street to the new cul-de-sac. Construction is assumed to be 2 to 4 weeks in total.

1.1 GENERAL PROJECT ADMINISTRATION

The ENGINEER agrees to provide the following General Administrative Services for the PROJECT. OWNER and ENGINEER agree that the ENGINEER shall be obligated to provide only that degree of scrutiny of the Contractor's work as is described in this part. Only if specifically included otherwise in this Agreement shall the ENGINEER provide full-time Resident Engineering Services for the PROJECT.

The performance of General Administrative Services specifically excludes direction or supervision of the Contractor or his employees in the performing of their work in a safe, legal or proper manner and ENGINEER hereby disclaims any responsibility therefore.

ENGINEER will endeavor to guard OWNER against defects and deficiencies in the work. However, it is understood and agreed by and between ENGINEER and OWNER that with respect to defects and deficiencies in the work, ENGINEER'S role under this subsection is advisory only. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

ENGINEER shall under this paragraph, assist the OWNER in administering the provisions of the Contract Documents as follows:

- Assistance in interpretation of the drawings and specifications and approval of all changes in the Contract Documents.
- Make decisions regarding the PROJECT as called for in the Contract Documents.
- Assistance in interpretation of the reports of inspection bureaus, laboratories, test borings, and subsurface exploration related to the PROJECT during construction.
- Review of shop drawings and manufacturer's data for general conformance with the Contract Documents.
- Final inspection and processing of final contract payment request. (Final unit quantities where appropriate to the method of compensation shall be furnished to the ENGINEER by the OWNER or OWNER'S Agent performing Resident Engineering duties.)
- Preparation of a set of record drawings of the completed PROJECT conforming to the construction records provided to the ENGINEER by the Contractor or the OWNER during construction.
- Updating the OWNER'S utility and street mapping.
- Assistance with warranty work required by the Contractor.

1.2 RESIDENT ENGINEERING

The ENGINEER agrees to provide Resident Engineering Services for the PROJECT. These services do not guarantee the Contractor's performance which is covered by the Contractor's bond, but by providing these services, the ENGINEER endeavors to protect the OWNER against defects and deficiencies in the PROJECT work and endeavors to insure compliance with the drawings and specifications within reasonable tolerances generally accepted in the Trade.

- The OWNER has requested the ENGINEER to provide part time Resident Engineering which shall provide for a Resident Project Representative to be at the construction site continuously during underground utility installation and testing and periodically during road construction. Scheduling of on-site observations will endeavor to observe and accept

or reject materials and procedures, in general, before they become hidden from view by subsequent construction.

Services to be offered by the ENGINEER are limited to those specified below:

- The original setting of lines and grades.
- Checking of lines and grades at intervals during construction.
- Observation of completed work for compliance with drawings and specifications.
- Keeping field measurement records.
- Keeping records of the Contractor's activities.
- Negotiation of field changes and change orders for approval by the OWNER and ENGINEER.
- On-site coordination of the PROJECT.
- Recommendation for payment of Contractor's progress payment requests.

1.3 ADDITIONAL ENGINEERING SERVICES

The ENGINEER shall under this paragraph provide optional additional professional services which are often a part of the project, but which have not been included under previous paragraphs. These services shall be provided **AT ADDITIONAL COST** under the method indicated in Section 2.

Examples of these services include, but are not limited to:

Providing services which are not in accordance with ENGINEER procedures, standards or normal billing practices, assistance to attorneys and appearances before courts or boards on matters of litigation or arbitration, redesign ordered by the OWNER after the original design concept has been reviewed and accepted by the OWNER, laboratory testing, tune up and testing of equipment, plant operation and maintenance manuals, training of operators, final computation of total eligible PROJECT cost including engineering, construction, administration, etc., for purposes of audit on projects involving grants, etc.

The ENGINEER agrees to provide the following Additional Engineering Services for the PROJECT:

- None requested at this time. However, services of the type listed above will be provided under this paragraph **AT ADDITIONAL COST** if authorized in writing by the OWNER.

SECTION 2 - COMPENSATION

AN INITIAL PAYMENT OF Zero Dollars (\$0.00) shall be made upon execution of this Agreement and credited to the OWNER's account at final payment.

2.1 PER DIEM

Whereas the OWNER has elected to compensate the ENGINEER for services under paragraphs 1.1, 1.2, and 1.3 on a Per Diem Basis, such compensation shall include payment for labor, direct expenses, and other compensation as follows:

Hourly Rate Schedule: The hourly rates to be used for this item shall be determined by the hourly rate schedule incorporated into this agreement as shown below or attached schedule. The ENGINEER reserves the right to adjust the overhead rate, which is used in determining the above hourly rates, on a yearly basis.

Direct Expenses: Reimbursement of direct expenses incurred in connection with the PROJECT, including but not limited to the following:

- Reimbursable expenses (e.g. long-distance telephone, subsistence and lodging, commercial transportation, postage and shipping, expense of purchased services, lease of specialized equipment, etc.).
- Mileage expenses per IRS regulations.
- Fees paid for securing approval of authorities having jurisdiction over the PROJECT.
- Printing and reproduction.
- Actual reproduction costs and mailing costs for Bidding Documents less the non-refundable purchase amount received for the Bid Documents.
- Equipment costs (e.g., computers, automated survey instruments, CADD equipment, etc.).

Payments are due and payable thirty (30) days from the date of the ENGINEER's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one percent (1%) per month from invoice date.

The estimated cost follows:

Items 1.1 through 1.2 =	\$ 7,230
Item 1.3 =	To be determined if requested.

Other Compensation: It is understood that when requested by the OWNER, the ENGINEER shall procure the services of independent inspection bureaus, laboratories, soil exploration firms, etc. However, this is for the convenience of the OWNER and the ENGINEER shall provide coordination only of these services at the labor rates determined above.

SECTION 3 - TIMETABLE

Estimated Project Schedule:

Project Construction	Summer 2020
Substantial Completion	Fall 2020
Final Completion	Winter 2020

The ENGINEER is prepared to work within the above schedule, unless delays occur due to unforeseen circumstances beyond the control of the ENGINEER.

SECTION 4 - SPECIAL CONDITIONS

None

All other provisions of that Agreement referred to above shall remain in force unless otherwise modified or deleted above.

IN WITNESS WHEREOF the parties hereto set their hands and seals dated this 1st day of June, 2020.


For OWNER:

For ENGINEER:

City of Edgerton

Cedar Corporation

By: _____

By:  _____

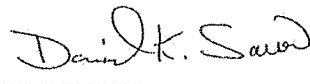
Name: _____

Name: William A. Betzig

Title: _____

Title: Sr. Project Manager

By: _____

By:  _____

Name: _____

Name: David K. Sauer

Title: _____

Title: Director

2020 Schedule of Hourly Rates

<u>TITLE</u>	<u>RATE</u>
Principal	\$150.00
Director / Senior Project Manager / Lead Project Manager	\$140.00
Senior Engineer / Senior Architect / Lead Senior Planner	\$140.00
Lead Engineer	\$135.00
Project Manager III / Senior Consultant	\$135.00
Senior Construction Manager	\$130.00
Project Manager II	\$125.00
Project Engineer III	\$120.00
Project Manager I / Landscape Architect / Environmental Specialist IV	\$115.00
Project Engineer II / Senior Planner / Technician V	\$110.00
Environmental Specialist III	\$105.00
Construction Manager / Project Engineer I / Architect I	\$100.00
Professional Land Surveyor II / Technical Specialist	\$100.00
Technician IV	\$ 98.00
Staff Engineer II / Professional Land Surveyor I	\$ 95.00
Environmental Specialist II / Planner II / Surveyor	\$ 90.00
Technician III	\$ 89.00
Staff Engineer I / Environmental Specialist I	\$ 85.00
Technician II	\$ 80.00
Planner I	\$ 75.00
Technician I / Administrative Assistant II	\$ 72.00
Administrative Assistant I	\$ 67.00
Intern	\$ 65.00

Reimbursable Expenses (in addition to compensation for professional services if not included in contract):

Vehicle Mileage	\$0.57/mile ¹
GPS/Robotic Survey Equipment	\$30/hour

¹ Mileage reimbursement is subject to adjustment during the calendar year based on the IRS standard mileage rate

Field supplies are charged to the project at cost. Review fees required by approving authorities shall be paid directly by the Owner.

THIS RATE SCHEDULE, APPENDED TO ANY CONTRACT, IS SUBJECT TO ANNUAL ADJUSTMENT.



Project No: 4894-0089
Addn. No: 46
Date: 5/28/20

ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement shall be an addition to, and subject to the conditions contained in that Agreement for Services dated April 5, 2011, between Cedar Corporation (ENGINEER), and City of Edgerton (OWNER).

WHEREAS the OWNER wishes to engage the ENGINEER to provide various services as described below, in accordance with ENGINEER procedures, standards, and normal billing practices, and

WHEREAS the project to which such services apply is referred to as the PROJECT and described generally as follows: Westside Business Park Regional Storm Pond and Marshview Court, Street and Utility Improvements, and

WHEREAS the ENGINEER has agreed to perform such work.

NOW, THEREFORE, and in consideration of the above, the ENGINEER and the OWNER do hereby agree and covenant as follows:

SECTION 1 - SERVICES

The PROJECT includes the following improvements:

Project: Westside Business Park Regional Storm Pond and Marshview Court, Street and Utility Improvements

- Description: Construction engineering for the Westside Business Park - Regional Storm Pond and Marshview Court project. This project will create a new 300 foot long street with new 8" water main, 8" sanitary sewer and storm sewer. The street will be 36' face to face with 30" concrete curb and gutter and end in a cul-de-sac. Also included will be the expansion of the existing small storm water pond to a regional pond with significant site grading, a clay liner and associated storm sewer and ditching work. Construction is assumed to be 8 to 10 weeks in total.

1.1 GENERAL PROJECT ADMINISTRATION

The ENGINEER agrees to provide the following General Administrative Services for the PROJECT. OWNER and ENGINEER agree that the ENGINEER shall be obligated to provide only that degree of scrutiny of the Contractor's work as is described in this part. Only if specifically included otherwise in this Agreement shall the ENGINEER provide full-time Resident Engineering Services for the PROJECT.

The performance of General Administrative Services specifically excludes direction or supervision of the Contractor or his employees in the performing of their work in a safe, legal or proper manner and ENGINEER hereby disclaims any responsibility therefore.

ENGINEER will endeavor to guard OWNER against defects and deficiencies in the work. However, it is understood and agreed by and between ENGINEER and OWNER that with respect to defects and deficiencies in the work, ENGINEER'S role under this subsection is advisory only. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

ENGINEER shall under this paragraph, assist the OWNER in administering the provisions of the Contract Documents as follows:

- Assistance in interpretation of the drawings and specifications and approval of all changes in the Contract Documents.
- Make decisions regarding the PROJECT as called for in the Contract Documents.
- Assistance in interpretation of the reports of inspection bureaus, laboratories, test borings, and subsurface exploration related to the PROJECT during construction.
- Review of shop drawings and manufacturer's data for general conformance with the Contract Documents.
- Final inspection and processing of final contract payment request. (Final unit quantities where appropriate to the method of compensation shall be furnished to the ENGINEER by the OWNER or OWNER'S Agent performing Resident Engineering duties.)
- Preparation of a set of record drawings of the completed PROJECT conforming to the construction records provided to the ENGINEER by the Contractor or the OWNER during construction.
- Updating the OWNER'S utility and street mapping.
- Assistance with warranty work required by the Contractor.

1.2 RESIDENT ENGINEERING

The ENGINEER agrees to provide Resident Engineering Services for the PROJECT. These services do not guarantee the Contractor's performance which is covered by the Contractor's bond, but by providing these services, the ENGINEER endeavors to protect the OWNER against defects and deficiencies in the PROJECT work and endeavors to insure compliance with the drawings and specifications within reasonable tolerances generally accepted in the Trade.

- The OWNER has requested the ENGINEER to provide both full and part time Resident Engineering which shall provide for a Resident Project Representative to be at the construction site continuously during underground utility installation and testing and periodically during road construction. Scheduling of on-site observations will endeavor to observe and accept or reject materials and procedures, in general, before they become hidden from view by subsequent construction.

Services to be offered by the ENGINEER are limited to those specified below:

- The original setting of lines and grades.
- Checking of lines and grades at intervals during construction.
- Observation of completed work for compliance with drawings and specifications.
- Keeping field measurement records.
- Keeping records of the Contractor's activities.
- Negotiation of field changes and change orders for approval by the OWNER and ENGINEER.
- On-site coordination of the PROJECT.
- Recommendation for payment of Contractor's progress payment requests.

1.3 ADDITIONAL ENGINEERING SERVICES

The ENGINEER shall under this paragraph provide optional additional professional services which are often a part of the project, but which have not been included under previous paragraphs. These services shall be provided **AT ADDITIONAL COST** under the method indicated in Section 2.

Examples of these services include, but are not limited to:

Providing services which are not in accordance with ENGINEER procedures, standards or normal billing practices, assistance to attorneys and appearances before courts or boards on matters of litigation or arbitration, redesign ordered by the OWNER after the original design concept has been reviewed and accepted by the OWNER, laboratory testing, tune up and testing of equipment, plant operation and maintenance manuals, training of operators, final computation of total eligible PROJECT cost including engineering, construction, administration, etc., for purposes of audit on projects involving grants, etc.

The ENGINEER agrees to provide the following Additional Engineering Services for the PROJECT:

- None requested at this time. However, services of the type listed above will be provided under this paragraph **AT ADDITIONAL COST** if authorized in writing by the OWNER.

SECTION 2 - COMPENSATION

AN INITIAL PAYMENT OF Zero Dollars (\$0.00) shall be made upon execution of this Agreement and credited to the OWNER's account at final payment.

2.1 PER DIEM

Whereas the OWNER has elected to compensate the ENGINEER for services under paragraphs 1.1, 1.2, and 1.3 on a Per Diem Basis, such compensation shall include payment for labor, direct expenses, and other compensation as follows:

Hourly Rate Schedule: The hourly rates to be used for this item shall be determined by the hourly rate schedule incorporated into this agreement as shown below or attached schedule. The ENGINEER reserves the right to adjust the overhead rate, which is used in determining the above hourly rates, on a yearly basis.

Direct Expenses: Reimbursement of direct expenses incurred in connection with the PROJECT, including but not limited to the following:

- Reimbursable expenses (e.g. long-distance telephone, subsistence and lodging, commercial transportation, postage and shipping, expense of purchased services, lease of specialized equipment, etc.).
- Mileage expenses per IRS regulations.
- Fees paid for securing approval of authorities having jurisdiction over the PROJECT.
- Printing and reproduction.
- Actual reproduction costs and mailing costs for Bidding Documents less the non-refundable purchase amount received for the Bid Documents.
- Equipment costs (e.g., computers, automated survey instruments, CADD equipment, etc.).

Payments are due and payable thirty (30) days from the date of the ENGINEER's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one percent (1%) per month from invoice date.

The estimated cost follows:

Items 1.1 through 1.2 =	\$ 31,900
Item 1.3 =	To be determined if requested.

Other Compensation: It is understood that when requested by the OWNER, the ENGINEER shall procure the services of independent inspection bureaus, laboratories, soil exploration firms, etc. However, this is for the convenience of the OWNER and the ENGINEER shall provide coordination only of these services at the labor rates determined above.

SECTION 3 - TIMETABLE

Estimated Project Schedule:

Project Construction	Summer 2020
Substantial Completion	Fall 2020
Final Completion	Winter 2020

The ENGINEER is prepared to work within the above schedule, unless delays occur due to unforeseen circumstances beyond the control of the ENGINEER.

SECTION 4 - SPECIAL CONDITIONS

None

All other provisions of that Agreement referred to above shall remain in force unless otherwise modified or deleted above.

IN WITNESS WHEREOF the parties hereto set their hands and seals dated this 1st day of June , 2020.

For OWNER:

For ENGINEER:

City of Edgerton

Cedar Corporation

By: _____

By: 

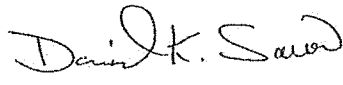
Name: _____

Name: William A. Betzig

Title: _____

Title: Sr. Project Manager

By: _____

By: 

Name: _____

Name: David K. Sauer

Title: _____

Title: Director

2020 Schedule of Hourly Rates

<u>TITLE</u>	<u>RATE</u>
Principal	\$150.00
Director / Senior Project Manager / Lead Project Manager	\$140.00
Senior Engineer / Senior Architect / Lead Senior Planner	\$140.00
Lead Engineer	\$135.00
Project Manager III / Senior Consultant	\$135.00
Senior Construction Manager	\$130.00
Project Manager II	\$125.00
Project Engineer III	\$120.00
Project Manager I / Landscape Architect / Environmental Specialist IV	\$115.00
Project Engineer II / Senior Planner / Technician V	\$110.00
Environmental Specialist III	\$105.00
Construction Manager / Project Engineer I / Architect I	\$100.00
Professional Land Surveyor II / Technical Specialist	\$100.00
Technician IV	\$ 98.00
Staff Engineer II / Professional Land Surveyor I	\$ 95.00
Environmental Specialist II / Planner II / Surveyor	\$ 90.00
Technician III	\$ 89.00
Staff Engineer I / Environmental Specialist I	\$ 85.00
Technician II	\$ 80.00
Planner I	\$ 75.00
Technician I / Administrative Assistant II	\$ 72.00
Administrative Assistant I	\$ 67.00
Intern	\$ 65.00

Reimbursable Expenses (in addition to compensation for professional services if not included in contract):

Vehicle Mileage	\$0.57/mile ¹
GPS/Robotic Survey Equipment	\$30/hour

¹ Mileage reimbursement is subject to adjustment during the calendar year based on the IRS standard mileage rate

Field supplies are charged to the project at cost. Review fees required by approving authorities shall be paid directly by the Owner.

THIS RATE SCHEDULE, APPENDED TO ANY CONTRACT, IS SUBJECT TO ANNUAL ADJUSTMENT.

