

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

Monday, June 26, 2023 at 6:15 p.m.

NOTICE: The meeting noticed above will also be live streamed on a Zoom platform: To view the meeting, please select the link to the meeting listed on the **calendar events** on the City website's home page at www.cityofedgerton.com. Due to occasional technical difficulties, citizen participation via Zoom may not be possible.

1. Call to order; Roll call
2. Confirmation of appropriate meeting notice posted on Friday, June 23, 2023.
3. Consider contract for engineering services for the Quigley Street, Street and Utility Improvement Project.
4. Consider contract for engineering services for the 2024 Public and Private Lead Lateral Replacement Project.
5. Consider City of Edgerton Resolution 20-23: Resolution Declaring Official Intent to Reimburse Expenditures for the Quigley Street, Street and Utility Improvement Project.
6. Consider City of Edgerton Resolution 21-23: Authorized Representative to File Applications for Financial Assistance for the Quigley Street, Street and Utility Improvement Project from State of Wisconsin Environmental Improvement Fund.
7. Adjourn

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.

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 the 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: Quigley 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: Quigley Street, Street and Utility Improvements

Description: Field survey, design, and bidding engineering for the Quigley Street project. The work on Quigley Street is generally the replacement of the 6” water main with new 8” water main and replacing the 8” clay sanitary sewer with 8” PVC pipe. The entire length of Quigley Street will be excavated between the curb and gutter, and new base course will be added and then the street will then be paved. The project will provide for spot curb and gutter replacement where existing curb is located and install new curb and gutter with a small cul-de-sac at the east end.

1.1 DESIGN SERVICES

The ENGINEER agrees to provide the following Design Services for the PROJECT.

ENGINEER shall, under this paragraph, prepare computations, designs, drawings, specifications, and other documents for the ultimate purpose of the receiving of bids and/or construction of the PROJECT.

Field Design Survey: Field design surveys as used in this subparagraph are understood to be limited to those necessary to prepare the drawings and specifications. Property surveys, plats, detailed frontage assessment schedules, descriptions of needed land and easement rights, maps and plans and assistance in negotiating for land and easement rights, shall not be included under the services of this paragraph.

Preparation of Contract Documents: This generally includes Advertisement for Bids, Instructions to Bidders, General Conditions, Supplementary Conditions, Proposals, Agreements, Miscellaneous Forms, Specifications, Drawings, and Schedules.

Cost Estimates: Any opinion of the construction cost prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the OWNER. Since the ENGINEER has no control over the cost of labor and material, or over competitive bidding or market conditions, the ENGINEER does not guarantee that bids or actual construction costs to the OWNER will not vary from ENGINEER's opinions of probable cost. If the OWNER desires greater assurance as to construction costs, OWNER shall employ an independent cost estimator.

Approval of Contract Documents: The ENGINEER shall submit sufficient copies of the Contract Documents to the various agencies which have final review authority on the design of the PROJECT and shall make such adjustments to these documents as are required to receive final approval.

The following Design approvals are anticipated:

- None

Construction Permits and Approvals: It is understood that approval of the Contract Documents may not be sufficient to allow construction of the PROJECT. In many cases, the PROJECT requires permits and approvals that relate to the construction and not to the design (e.g., Corps of Engineers, Highway, Planning Agencies, etc.). The ENGINEER shall adopt any design requirements of these permits and approvals into the Contract Documents as a part of the work under this paragraph, however, permit and approval applications, surveys, and reports shall not be included under the services of this paragraph.

The following Construction permit submittals are included under this paragraph:

- WDNR Water and Sanitary sewer.
- WDNR Stormwater NOI

Coordination: Coordination of subcontractors, agents or employees of the OWNER in the compilation of data for the PROJECT. It is understood that if subsurface exploration such as borings, soil tests and the like are made to determine amounts of rock excavation or other subsurface conditions, the ENGINEER will furnish coordination of said exploration but the costs incident to such exploration shall be paid for by the OWNER.

1.2 BIDDING AND CONTRACT AWARD

The ENGINEER agrees under this paragraph, to assist the OWNER in obtaining and evaluating bids on the PROJECT as follows:

- Assist the OWNER in obtaining bids by furnishing digital project bid documents to QuestCDN eBid for downloading of bid documents by those requesting such. Maintain a record of bid document holders.
- Interpretation of Contract Documents and preparation of Addenda during the bidding period.
- Administer the bid opening.
- Preparation of bid tabulations.
- Analysis of bid results.
- Consultation with the OWNER on the award of contracts.
- Assist in preparation of formal Contract Documents for review by the OWNER's legal representative.

1.3 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 or part-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.
- Administer the Preconstruction Conference.
- 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.
- Assist in preparation of closeout information as required (i.e., final change orders (quantity adjustments, etc.), contractor general lien waiver forms, Certificate of Substantial Completion, Consent of Surety, Affidavit of Wage Rate Compliance, etc.).
- 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.
- Assistance during Contractor's correction period (warranty).

1.4 RESIDENT ENGINEERING SERVICES

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 observe performance of the work of the Contractor. However, it is understood that it may be necessary to leave the construction site at various times in the normal performance of resident engineering services.

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.

1.5 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

2.1 HOURLY RATE AND EXPENSES

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.

Whereas the OWNER has elected to compensate the ENGINEER for services under paragraph(s) 1.1, 1.2, 1.3, 1.4, and 1.5 on an "Hourly Rate and Expense" 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.
- Equipment costs (e.g., computers, automated survey instruments, CADD equipment, etc.).

The estimated cost follows:

Item 1.1 & 1.2 =	\$36,850
Item 1.3 & 1.4 =	\$72,450
Item 1.5 =	To be determined if requested
Total	\$109,300

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.

Project No. 4894-0112
Addendum No. 56
Date: November 15, 2022

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.

SECTION 3 - TIMETABLE

Estimated Project Schedule:

Project Design	December 2022-March 2023
Project Advertising	March 2023
Project Bid/Award	April 2023
Project Construction Start	Summer 2023

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 15th day of November 2022.


For OWNER:

For ENGINEER:

CITY OF EDGERTON

CEDAR CORPORATION

By: _____

By: 

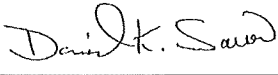
Name: _____

Name: William A. Betzig

Title: _____

Title: Sr. Project Manager

By: _____

By: 

Name: _____

Name: David K. Sauer

Title: _____

Title: Director

Project No: 4894-0116

Addn. No: 57

Date: 6/22/2023

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: 2024 Lead Service Lateral Replacement, 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: 2024 Lead Service Lateral Replacement

- Description: Coordinate with the OWNER, assist with development of site list, prepare specifications and bidding documents, assist with bidding and analysis, assist with construction administration, observation and documentation.
- Provide for one bidding of combined public and private side laterals

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.)
- 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, when requested, continuously during underground utility installation. 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:

- 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.
- Recommendation for payment of Contractor's progress payment requests.
- Assist with wage rate interviews when requested

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 =	\$ 6,500
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:

Design/Bidding	Late 2023/Early 2024
Project Construction	Summer 2024
Substantial Completion	Fall 2024
Final Completion	Winter 2024

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 22nd day of
June, 2023.


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

**CITY OF EDGERTON
RESOLUTION No. 20-23**

**A RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE
EXPENDITURES FOR THE QUIGLEY STREET, STREET AND UTILITY
IMPROVEMENT PROJECT**

WHEREAS, the City of Edgerton, Rock County, Wisconsin (the "Municipality") owns and operates a water supply system (the "System") as a public utility; and

WHEREAS, the Municipality plans to replace public water infrastructure in Quigley Street (the "Project")

WHEREAS, The Municipality plans to apply for Safe Drinking Water Fund Assistance from the Department of Natural Resources; and

WHEREAS, the Municipality expects to receive a loan (the "Loan") from the State of Wisconsin Safe Drinking Water Fund Program (the "Program") to finance the Project and expects to issue tax-exempt bonds (the "Bonds") to the Program in evidence of the Loan; and

WHEREAS, because the Loan will not become available prior to the Project commencing, the Municipality must provide interim financing to cover Project costs incurred prior to receipt of the Loan; and

WHEREAS, it is necessary, desirable, and in the best interest of the Municipality to advance monies from its funds on hand on an interim basis until the Loan becomes available and the Bonds can be issued.

NOW, THEREFORE, BE IT RESOLVED by City of Edgerton, Rock and Dane Counties, Wisconsin, that:

Section 1. Expenditure of Funds. The Municipality shall make expenditures as needed from its funds on hand to pay the costs of the Project until Bond proceeds become available.

Section 2. Declaration of Official Intent. The Municipality hereby officially declares its intent under 26 CFR Section 1.103-18 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed \$300,000.

Section 3. Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Municipality pursuant to its budget or financial policies.

Section 4. Public Availability of Official Intent Resolution. This Resolution shall be made available for public inspection at the Municipal Clerk's office within thirty days after its approval in compliance with applicable State law governing the availability of records of official acts including subchapter II of Chapter 19, and shall remain available for public inspection until the Bonds are issued.

Section 5. Effective Date. This Resolution shall be effective upon its adoption and approval.

Passed on this 26th day of June 2023

Motion by:

Seconded by:

Roll Call Yeas: Noes:

Dated: June 26, 2023

Christopher W Lund, Mayor

Wendy Loveland, City Clerk

**CITY OF EDGERTON
RESOLUTION No. 21-23**

**AUTHORIZED REPRESENTATIVE TO FILE APPLICATION
FOR FINANCIAL ASSISTANCE FOR THE QUIGLEY STREET, STREET AND UTILITY
IMPROVEMENT PROJECT FROM
STATE OF WISCONSIN ENVIRONMENTAL IMPROVEMENT FUND**

WHEREAS, it is the desire of the City of Edgerton, Wisconsin, a municipal corporation, to file an application for state financial assistance for its Quigley Street, Street and Utility Improvement Project under the Wisconsin Environmental Improvement Fund (ss. 281.58, 281.59, 281.60, and 281.61, Wis. Stats.);

WHEREAS, it is necessary to designate a representative for filing said application;

BE IT THEREFORE RESOLVED by the City Council of the City of Edgerton that the Mayor is hereby appointed as the authorized representative for the City for the purpose of filing this application, and that the representative is further authorized and empowered to do all things necessary in connection with said application.

Passed on this 26th day of June 2023

Motion by:

Seconded by:

Roll Call Yeas: Noes:

Dated: June 26, 2023

Christopher W Lund, Mayor

Wendy Loveland, City Clerk