



**AGENDA**  
**City of Milton**  
**Public Works Committee**  
**Virtual Meeting**  
**Monday, January 25, 2021**  
**5:00 PM**

**PLEASE NOTE: In-person attendance by members of the public is temporarily discouraged due to COVID-19 physical distancing protocols pursuant to the Rock County Health Department Reopening Phased Plan, dated May 21, 2020, which discourages public gatherings. Members of the public may monitor this meeting at: <https://us02web.zoom.us/j/82946439387?pwd=K3JWdW8xUTU1aDZlaHhQMTdUWDVmUT09>**

**Any person who is unable to access the meeting via the internet link may call 1(312) 626-6799 to monitor the meeting via telephone.**

**Meeting ID: 829 4643 9387**  
**Passcode: 559464**

- 1. Call to Order**
- 2. Approval of Agenda**
- 3. Approval of Minutes - November 5, 2019**

Documents:

[Public Works Committee Minutes 11-5-19.pdf](#)

- 4. Discussion and possible action on Resolution #2021-03 Declaring a Public Health Emergency in reference to Wastewater Treatment Facility repairs**

Documents:

[PWC Memo Clarifier.pdf](#)  
[Resolution 2021-03 Declaring a Public Health Emergency \(repair of clarifier\).pdf](#)  
[Baxter and Woodman Analysis.pdf](#)  
[Process Equipment Repair Services Inc. Proposal Documents.pdf](#)

- 5. Discussion and possible action on future meetings**
- 6. General Items**
- 7. Adjourn**

**\*\*Please note that upon reasonable notice, at least 48 hours in advance, efforts will be made to accommodate the needs to disabled individuals through appropriate aids and services. For additional information to request this service, please contact the City Clerk's Office at 868-6900,**

710 S. Janesville Street, Milton, WI 53563.

\*\*Notice is hereby given that a majority of the Common Council may be present at this meeting at the above mentioned date and time to gather information about a subject over which they have decision-making responsibility. This constitutes a meeting of the City Council pursuant to State ex rel. Badke v. Greendale Village Bd., 173 Wis. 2d 553, 494 N.W. 2d 408 (1993) and must be noticed as such, although the City Council will not take any formal action at this meeting.

Posted by: Inga Cushman, January 22, 2021

**City of Milton  
Public Works Committee  
November 5, 2019**

**Call to Order**

Administrative Services Director Inga Cushman called the November 5, 2019 meeting of the Public Works Committee to order at 5 p.m.

Present: Maxine Striegl, Scott Thomas, Kelly Burnett, and Jeremy Zajac.

Also Present: Director of Public Works Howard Robinson and Administrative Services Director Inga Cushman.

J. Zajac nominated M Striegl to serve as the chairperson for the November 5, 2019 meeting of the Public Works Committee. K. Burnett seconded, and the motion carried.

**Approval of Agenda**

J. Zajac motioned to approve the agenda. S. Thomas seconded, and the motion carried.

**Approval of Meeting Minutes - June 4, 2019**

J. Zajac motioned to approve the minutes. S. Thomas seconded, and the motion carried.

**Discussion and Possible Action Regarding a Preliminary Residential Subdivision Plat by Bonson Construction, LLC. Along North Janesville Street.**

Director Robinson provided an overview of the agenda item.

K. Burnett motioned to approve the preliminary residential subdivision plat for Bonson Construction, LLC along N. Janesville Street. S. Thomas seconded, and the motion carried.

**Discussion and Possible Action on 2020 Sidewalk Installations.**

J. Zajac motioned to approve the installation of sidewalk on Rogers Street to connect Water Tower Park with existing sidewalk with the inclusion of a crosswalk at the corner. K. Burnett seconded, and the motion carried.

**Discussion and Possible Action on 2019/2020 Sidewalk Closings**

S. Thomas motioned to approve the list of 2019/2020 Sidewalk Closings as presented. J. Zajac seconded, and the motion carried.

**Review of 2019 Building Permit Report**

The committee reviewed the 2019 Building Permit Report. Director Robinson will send the end of year report to the committee at a later date.

**Update Regarding Emerald Ash Borer Tree Abatement Progress**

Director Robinson provided an update on emerald ash borer tree abatement progress.

**General Items**

Director Robinson provided an update on the ordinance prohibiting dogs in the cemetery. Windsor Court and Front Street projects are almost done.

J. Zajac asked about a smaller “Road Construction Ahead” sign on Parkview Drive for the lift station project. Director Robinson provided an update on the project.

M. Striegl asked about fixing of manhole covers. Director Robinson provided an update.

M. Striegl stated she wants people to bag leaves, not rake them into the curb.

K. Burnett asked about having a location at the yard waste bins for free plants.

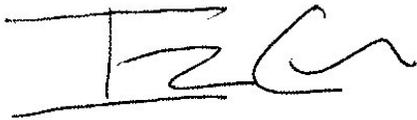
**Scheduling of Next Meeting**

The next meeting of the Public Works Committee will take place on February 4, 2020 at 5 p.m.

**Adjourn**

S. Thomas motioned to adjourn the November 5, 2019 meeting of the Public Works Committee at 5:44 p.m. K. Burnett seconded, and the motion carried.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'IC', written over a horizontal line.

Inga Cushman  
Administrative Services Director

## Public Works Committee Report

**Agenda Item:** WWTP Clarifier Repair  
**Meeting Date:** January 25, 2021  
**Presenter:** Mark Langer  
**Department:** Public Works – Wastewater Treatment Facility

**Conformance with Strategic Plan:**

- Affordability & Financial Stability
- Safe, Inclusive, Welcoming Community
- Diverse Opportunities for Fun and Life-Long Learning
- High Performing Organization with Professional Staff
- Environment for Business Success with Thoughtful Growth and Development

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### Summary

There are three final clarifiers at the Wastewater Treatment Facility (WWTF). On December 26<sup>th</sup> clarifier one broke down and is inoperable. Staff has reached out to obtain pricing for repairs.

### Analysis and Key Issues

Clarifier one had a failure to a weld on the torque tube. This is the main tube that connects suction lines, the sweeper arm, drive motor and provides for the operation of the clarifier. This is the oldest clarifier at the WWTF and is a sightwell clarifier. The other clarifiers are direct suction clarifiers. The sightwell clarifier uses a different suction piping configuration that has more head loss than the direct suction clarifiers. This affects return activated sludge (RAS) pumping operations differently in clarifier one than clarifier two and three. Repairs to the torque tube will require removing several components of the existing clarifier. Due to the extent of the work required to make the repair, the proposal includes clarifier rehabilitation and modification of the suction piping in clarifier one. This modification will change the suction piping in clarifier one so that it operates similar to clarifiers two and three. This will make RAS pumping operations consistent between the three clarifiers improving operations.

This project proposal estimates that work will be \$112,500.00. This is an estimate and cost savings or increases could be realized as the rehabilitation proceeds. The project proposal indicates that replacement of the clarifier components with new components to be near \$210,000.00. Rehabilitation provides for a 20 year project life. Baxter and Woodman has also reviewed the proposed work and felt the costs and proposal were appropriate.

The costs for the proposed improvements exceed the limit set forth in Wisconsin Statute and would normally be required to go through the statutory bidding process for public work. In consultation with the City Attorney staff has been advised that there is an exception set forth in the statute to the public bid requirement for construction or repair of public works when the damage or threatened damage to those facilities creates an emergency potentially putting the



public health and welfare of the City in danger. Based upon an engineering review provided by Baxter & Woodman the WWTF cannot operate with one clarifier and at times daily flows may present challenges for two clarifiers. As a result if a second clarifier were to fail even for a short time this could create an emergency endangering the public health of the City. As is also indicated in the memo springtime and summer are not ideal times to complete clarifier maintenance so scheduling the rehabilitation soon could be critical to WWTF operations. The Public Works Committee may determine by resolution “that the damage to the one final clarifier at the WWTF which renders it inoperable, creates an emergency which threatens the health of the City”, and “that the statutory bid procedure requirements of Wis. Stat. Sec. 62.15 (1) are not mandatory”.

### **Fiscal Impact**

Funding for this project would come from the WWTF equipment replacement fund.

### **Recommended Motion**

Approval of Resolution #2021-03 Declaring a Public Health Emergency.

Recommend approval of the clarifier rehabilitation work proposed by Process Equipment Repair Services, Inc.

### **Attachments**

- Resolution #2021-03 Declaring a Public Health Emergency
- Analysis from Baxter & Woodman regarding WWTF operations, flows, and clarifiers in service
- Project proposal documents from Process Equipment Repair Services, Inc.

**RESOLUTION 2021-03**  
**RESOLUTION DECLARING A PUBLIC HEALTH EMERGENCY**

WHEREAS, one of three final clarifiers at the City of Milton Wastewater Treatment Facility (WWTF) is inoperable and in need of major repairs; and

WHEREAS, the City has received a proposal from Process Equipment Repair Services, Inc. to undertake the repair of the final clarifier for the estimated cost of \$112,500; and

WHEREAS, the City has received an engineering analysis from Baxter & Woodman advising that the WWTF cannot adequately treat anticipated flows of sewage with one final clarifier, and that at times daily flows of sewage at the WWTF may be difficult for two final clarifiers to adequately treat; and

WHEREAS, if a second final clarifier became temporarily inoperable or an event caused a substantial increase in sewage flows, the WWTF would not be able to adequately treat all sewage flowing into the facility before discharging same into the environment, resulting in an emergency in which the public health of the City is endangered; and

WHEREAS, pursuant to Wis. Stat. Sec. 62.15 (1b), the City may bypass the public bid procedure requirements of subpart (1) of the statute for repair of the final clarifier where the Board of Public Works finds by resolution that damage to same creates an emergency in which the public health is endangered; and

WHEREAS, pursuant to City of Milton Charter Ordinance 2-2, the City of Milton Common Council has designated the Public Works Committee to serve as the Board of Public Works.

NOW, THEREFORE, the City of Milton Public Works Committee do hereby resolve:

1. Based upon the factors set forth above, the Public Works Committee finds that the damage to the one final clarifier at the WWTF which renders it inoperable, creates an emergency which threatens the health of the City, as required by Wis. Stat. Sec. 62.15 (1b).
2. Based upon the finding set forth in paragraph 1, the Public Works Committee finds that the statutory bid procedure requirements of Wis. Stat. Sec. 62.15 (1) are not mandatory, and so recommends that the Common Council accept the January 12, 2021 proposal of Process Equipment Repair Services, Inc., which has an estimated cost of \$112,500, to repair the inoperable final clarifier at the WWTF.

Approved by the Public Works Committee of the City of Milton this 25<sup>th</sup> day of January, 2021.

**CITY OF MILTON**

By:

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Devin Elliott, Public Works Committee Chair

Attest:

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Inga Cushman, Interim City Clerk

256 S. Pine Street  
Burlington, WI 53105  
262.763.7834  
262.763.2509  
www.baxterwoodman.com  
info@baxterwoodman.com



# Memo

**To: Mark Langer, P.E.**

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**City of Milton**

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**From: Gary Vogel, P.E.**

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**Date: January 18, 2021**

**Project No.: 200347**

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**Subject: WWTP - Operation with One Clarifier**

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Mark,

You asked if the Wastewater Treatment Plant could be reasonably operated utilizing only one clarifier. Joe Marchese, Amanda Streicher, and I reviewed the information you provided along with the Operation Needs Report from 2017 and have the following comments:

The three clarifiers have a combined capacity of 2.12 MGD (peak hourly) at a surface overflow rate of 1000 gpd/sf. Therefore, one clarifier has a capacity of 0.707 MGD peak hourly flow. Based on the March flow rate provided of 0.34 MGD, the peak hourly flow would be about 1.02 MGD using a peaking factor of 3.0. Add on a RAS return rate of 125% average daily flow from the report, this would mean one clarifier could potentially be seeing about  $1.02 + 0.425 = 1.445$  MGD. This exceeds the capacity of one clarifier and even pushes the capacity of two clarifiers.

One RAS pump appears to be sufficient in this scenario. The plant has four RAS pumps total with a firm capacity of 870 gpm, so the RAS pumps would not be limiting unless they are only capable of pulling from a single clarifier.

It is not recommended to operate the plant with only one clarifier unless average flows are much lower than stated. Additionally, spring is not an advantageous time for clarifier rehabilitation due to snow melt, higher rainfall, etc. The work should be scheduled during a typically drier period of time and avoid the summer months when the effluent phosphorus limits are lower.

*Process  
Equipment  
Repair  
Services, Inc.*

5991 Division Road

West Bend, WI 53095

- 262-629-1059 phone/FAX \* 414-412-4403 mobile \* [PERSLaMont@aol.com](mailto:PERSLaMont@aol.com) \*
- 

January 12, 2021

Lon Liefke, Superintendent  
Village of Milton, WWTP  
710 S. Janesville Street  
Milton, WI 53563

REF: Clarifier Rehabilitation # 21-103

Dear Mr.Liefke ,

Attached for your review is our estimated proposal for the Draft Tube to Suction Header and complete rehabilitation of an existing *Walker Process* secondary clarifier located at your Facility. This service will be performed in 2021.

After our on-site inspection we have provided a service proposal for the complete rehabilitation of the Clarifier to provide another 20+ year service life. Project completion is about 6 weeks of time, and the equipment can then be re-assessed as new and part of the total plant assessed valuation. The replacement of one (1) existing clarifier with new, including construction costs, is near the \$ 210,000.00 range. We would not recommend the rehabilitation if not fiscally responsible in your quest to protect the Cities capitol assets.

As explained in the "Scope of Services" We will remove all major components from the basin and transport off site for blasting and painting. This will leave you an empty basin in the event of hydraulic overload the tank could be flooded and operated passively till components are again in place.

**Please Note:** This proposal is an estimate and is not intended as a lump sum final price bid. If you require a lump sum bid, to compare actual services required with another service provider, a **document** must be prepared stating detailed specific needs of the Facility for this project. (Plans and bid specifications)

This **estimated** proposal should give you the cost information that you require. If you are in need of any further information please, contact me and thank you for the continued opportunity to be of service.

Best regards,

LaMont Albers, President  
*Process  
Equipment  
Repair  
Services, Inc.*

*Process  
Equipment  
Repair  
Services, Inc.*

*5991 Division Road*

*West Bend, WI 53095*

- 262-629-1059 phone/FAX \* 414-412-4403 mobile \* [PERSLaMont@aol.com](mailto:PERSLaMont@aol.com) \*
- 

Lon Liefke, Superintendent  
Village of Milton, WWTP  
710 S. Janesville Street  
Milton, WI 53563

**PROPOSAL for Professional Services #17-105**

Date: December 14, 2016  
Page 1 of 6

Work Location: Milton WWTF

Site Telephone: 608-868-6918

**Scope of Services**

We hereby propose to furnish the material replacement engineering, Project Management Services and Labor as necessary to retrofit and rehabilitate one (1) existing 30 ft. diameter secondary circular clarifier furnished by Walker Process Equipment under original order # UW03064, installed in 1980. Work shall include disassembly of the total collection mechanism.

Services shall include rehabilitation of the entire drive assembly, *Walker Process 148.5* worm gear drive unit, with O.E.M. supplied parts, Seals, and bearings. Major component replacement is **not** part of this proposal. (gears and shafts)

Electrical service and electric motor shall be disassembled.

All rebuilt and new components shall be installed and set to meet or exceed manufactures specifications. Electrical service shall be installed with replacement conduit and wire as needed. The existing WINSMITH right angle 3MCTDW speed reducer gear drive shall be replaced with a fractional Hp SEW Eurodrive helical gear drive reducer and motor of the same output torque and RPM. New sprockets and chain shall be installed.

The existing Failed Torque Tube shall be replaced with a new fabricated tube to accommodate a new fabricated design suction header. As requested, the existing draft tube return activated sludge withdrawal system shall be replaced with a suction header withdrawal system similar to the Two (2) existing (ENVIREX) clarifiers.

Project scope shall consist of abrasive blasting and re-coating all immersed and non-immersed metal surfaces. All surfaces shall be pressure wash cleaned with an organic killing surfactant; abrasive blast clean to SSPC SP-10 (Near White) standard. All painted surfaces shall receive a five-stage epoxy coating system with a minimum final dry film thickness of 12 to 14 mils, and all non-immersed metal shall receive a 3 to 4 dft urethane final coat for color and protection against U. V. sunlight. (As per specification attached)

Services shall include replacement of the skimmer assembly (stainless steel), modification of the scum beach deck (stainless steel beach cladding), scum box flushing mechanism, Electrical conduit, wires and switch boxes as required. All fasteners removed will be replaced with 304 or 316 stainless steel as required.

Final assembly shall include collection mechanism balance, horizontal plane, and setting the torque overload/alarm switches. Inspection and replacement of draft tube mechanism settings shall be adjusted to meet or exceed the original manufacturer's specifications for alignment of the collector equipment.

The existing fiberglass weirs and baffles shall remain in tank. Existing effluent baffle, and weirs shall be inspected and set to the correct elevation. Services shall include the removal of all components interior of the tank as required. Components removed, bridge, drive, mechanism collection truss, skimmer assemblies, torque tube, influent pipe, scum piping, stilling well, and scum beach and trough shall be transported off-site for blasting and painting. This procedure allows for a controlled environment to paint the components and elevates the spent blasting material in and around tank site. Handrails and grating shall be reinstalled.

**1. Project Management and Field Supervision; Estimated Project Costs:**

Project Management, Mechanical Labor; Disassembly and Re-assembly	\$ 40,000.00
Blasting and Re-coating, transportation (off-site)	\$ 20,000.00
Materials, Components, Fasteners, Torque tube, suction header, new drives Skimmer assembly and skimmer arm, counterweights, bearing and seal, Eurodrive, Walker drive rebuild parts.	\$ 44,500.00
Equipment rental (extended boom lift)	\$ 8,000.00
Total Estimate	\$ 112,500.00

**Note: All estimates include the cost of replacement parts, materials and sub-contract services. All parts and materials furnished by PERS, Inc. are covered under our standard warranty.**

**All quoted prices for materials are based on this proposal dates cost, any changes in commodities price per pound or added fuel surcharges shall be added to original estimated costs provided in this proposal.**

The City shall drain and clean the clarifier basin prior to the start of work and shall maintain the basin throughout the project. As required and with agreement of both parties involved.

**Payments are to be made Net 20 Days from the date of Invoice. The City shall be billed for actual field and administrative labor only, plus travel, with living expenses at cost. Materials will be charged at cost plus (+) 20%.**

All work is guaranteed to be as specified, and the above work is to be performed in accordance with or to exceed the manufacturer's specifications for above work and completed in a substantial workmanlike manner. Any major changes in the original project scope will be addressed by written change order signed by **PERS, Inc.** and the City.

Partial invoices for materials maybe generated when equipment is received on-site. Partial invoices for labor will be generated at the end of each month through completion.

**Read, Sign and Return one copy of the Proposal cover original with a signed copy of the attached PERS, Inc. "Terms Governing Customer Services".**

Owner to carry fire, natural disaster and all other necessary insurance and permits upon above work. Workmen's Compensation, Automobile, Professional and General Public Liability Insurance on above work supplied by **Process Equipment Repair Services, Inc.**

Respectfully submitted,

\_\_\_\_\_ *LaMont Albers* \_\_\_\_\_

Date: \_\_\_\_\_ January 12, 2021

LaMont Albers, President  
**Process  
Equipment  
Repair  
Services, Inc.**

**Note: This proposal may be withdrawn if not accepted within 60 days.**

**ACCEPTANCE OF PROPOSAL #21-103**

The above prices, specifications and attached Service Terms of this Proposal are satisfactory and are hereby accepted. **Process Equipment Repair Services, Inc.** is authorized to do the work as specified. Payment will be made as outlined above.

Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

# **Process Equipment Repair Services, Inc.**

## **TERMS GOVERNING CUSTOMER SERVICES**

1. **Service Rates:** Services of Process Equipment Repair Services, Inc. (PERS, Inc.) an organization for Operation and Maintenance, Equipment Services as specified in this proposal are furnished by PERS, Inc. at the following rates:

A. For all Mechanical Services and Equipment Services, Consulting Services including proposal estimates and administrative costs, within the continental limits of the United States: \$150.00 per hour, per technician, \$1200.00 per eight (8) hour day, Monday through Friday inclusive. Overtime Monday through Friday and Saturday work is charged at time and one-half. Time worked on Sunday shall be charged double time; time worked on U.S Holidays shall be charged double time. Services performed under hazardous conditions that require the use of special breathing apparatus and/or protective gear will be charged at twice the standard rate, (See Section 5). PERS, Inc. is obligated to pay all employees the designated prevailing wage rate. PERS, Inc. is also obligated to insure that all sub-contract labor is paid the prevailing wage rate for their classification.

B. Traveling, living and incidental expenses at cost, (not to exceed \$180.00 per day per person). Corporate vehicles will be charged at a rate of \$1.50 per mile.

C. Travel time shall be charged to and from the Client's job site at the standard hourly rate for the Services being performed. Weekend and holiday travel requests, if required by the Client, shall be charged at overtime rates.

D. There are no charges for telephone consultations unless Services are performed at the Client's request. Rates shown above apply to services performed within 90 Days from the Date of Quotation. Services performed after that time will be subject to then current rates.

2. **Basis of Price:**

A. PERS, Inc. prices do not include the cost of materials and material freight, or the cost of any other third part services unless expressly stated within this Proposal. Materials furnished by PERS, Inc. shall be invoiced at cost plus (+) 20% and shall be covered under the Proposal Warranty. Material freight shall be prepaid to the job site.

B. PERS, Inc. prices do not include sales, use, excise or other similar taxes unless expressly stated within this Proposal. The Client shall furnish PERS, Inc. with a copy of the Client's tax exemption Certificate, or the Tax Exemption I.D. Number on the Client's letterhead.

C. Bonds, Insurance (other than our normal Coverage), and other premiums are not included. Additional bonding and insurance requirements, if required or requested by the Client, will be added at cost to the Proposal price.

D. Terms of Payment: Net 30 days from the Date of Invoice unless otherwise agreed to in advance and in writing. Partial invoices for equipment and materials will be submitted when the equipment and materials are shipped to the job site. Partial invoices for labor and services may be submitted at the end of each month through project completion. In the event any payment becomes past due, a compound interest charge of 1.5 percent shall be assessed monthly and for any portion thereafter. Client agrees to pay any and all actual Attorneys' fees and court costs if attorneys are retained to collect any past due amounts.

3. **Cancellation:** In the event of cancellation, Client agrees to compensate PERS, Inc. for all work performed up to the date of cancellation.

4. **Performance and Warranty:** PERS, Inc. agrees to perform the services and work ["Services"] described in the Scope of Services in the proposal, within the limits prescribed by the Client, on a good faith basis under the terms and conditions set forth herein. PERS, Inc. shall exercise reasonable skill and judgment in providing such Services. PERS, Inc.'s responsibility is limited to Services specifically performed by PERS, Inc. for the Client. PERS, Inc.'s warranty is a warranty for the performance of services and equipment supplied only, and PERS, Inc. hereby disclaims any and all warranties for any equipment, mechanical device or machine not provided by PERS, Inc. to the Client under the scope of services above. PERS, Inc. shall not be responsible for acts or omissions of the Client, its officers, directors, employees, or agents, or any third parties. Except for the direct acts or omissions of PERS, Inc. representatives, the responsibility for proper operation and maintenance of the equipment shall be the Client's. **Failure by the Client to properly operate and maintain the equipment shall void any and all warranty claims and remedies that may result.** PERS, Inc. warrants that Services shall be of good quality in all respects. Services shall be performed, findings obtained, and recommendations prepared in accordance with generally and currently accepted industry standards, principles and practices. The Services of PERS, Inc. technicians shall be free of defects in workmanship FOR A PERIOD OF ONE (1) YEAR from the date of completion. **Remedy:** All warranty claims in connection with the Services to be performed hereunder shall be made promptly by the Client in writing and received by PERS, Inc. within one year after PERS, Inc. last performed substantial and related work at the job site. PERS, Inc. shall repair or replace Services proven to be defective in workmanship, OR AT ITS SOLE OPTION, refund the cost of the Services.

**PERS, Inc. may accept back charges for warranty claims performed by the Client, provided that PERS, Inc. has given it's written approval PRIOR to the Client performing such services.**

The remedy stated above for proven defects in Services and Workmanship SHALL BE THE CLIENTS'S SOLE AND EXCLUSIVE REMEDY.

**LIMITATION OF LIABILITY:** UNDER THIS AGREEMENT, PERS, INC. SHALL ONLY BE LIABLE FOR DAMAGES FOR THE SCOPE OF SERVICE PROVIDED. PERS, INC. SHALL NOT BE LIABLE FOR ANY PUNITIVE DAMAGES, PRODUCT LIABILITY DAMAGES, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES RESULTING FROM INJURY TO PERSONS OR PROPERTY, LOSS OF PROFITS, LOSS OF BUSINESS REPUTATION, DOWNTIME, OR ANY OTHER LOSSES OR EXPENSES NOT IN CONNECTION WITH THE FURNISHING OF SERVICES.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES (EXPRESSED, IMPLIED, OR STATUTORY), OR ANY OTHER REPRESENTATIONS, OTHER THAN THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT. PERS, INC. DOES NOT WARRANT SPECIFIC RESULTS OF ANY KIND AND DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

5. **Safety:** Services shall be performed only under safe conditions. PERS, Inc. shall not have any obligation to work or to continue working in a hazardous environment. PERS, Inc. has the right to discontinue or terminate operations if, in its sole discretion, such discontinuation or termination is necessary for safety and/or health reasons. Charges, as set forth above and below, shall be made for safety and security measures required by hazardous job conditions.

The Client shall be responsible for furnishing any and all safety related equipment, clothing, devices, etc. required for the performance of Services under hazardous conditions. Any and all safety related equipment, clothing, devices, etc., furnished by PERS, Inc. at the request or requirement of the Client, shall be added at cost to the Proposal price.

6. **Independent Contractor:** PERS, Inc. shall be considered a Professional Services provider, independent agent, Representative or contractor; not an employee or joint venturer of Client. PERS, Inc. shall determine the time, manner, means and method of providing the Services and shall furnish all labor and tools necessary to perform such Services unless otherwise specified in writing; provided, however, PERS, Inc. shall not be responsible for negligence of Client or any other person or entity in the design or selection of a specific manner, means, method or technique which is required by the Client.
7. **Information:** PERS, Inc. is entitled to and shall rely upon information supplied by Client, or Client's engineers or consultants, or information available from generally accepted sources, without independent verification. PERS, Inc. assumes no responsibility for the accuracy of such information and shall not be liable to client for any inaccuracies contained therein. Client agrees to provide PERS, Inc. with such specifications, plans, studies, documents or the information on conditions, as shall be reasonably required by PERS, Inc., for proper and timely performance of Services. All designs, data or other technical information relating to the Services will remain the Client's property.
8. **Delays and Extensions of Time:** If PERS, Inc. is delayed at any time in the progress of the Services by any act or negligence of the Client, including its employees or agents, separate contractor employed by the Client, changes ordered in the Scope of Services, labor disputes, fire, unusual delay in transportation, adverse safety conditions, weather related delays, unavoidable casualties, or any causes beyond the PERS, Inc.'s reasonable control (i.e. force majeure), or by delay authorized by the Client, then the time to complete the Services shall be extended. Additional charges may be made to cover any unforeseen or unusual circumstances not anticipated by PERS, Inc. and the Client, when agreed to by both parties in writing.
9. **Changes, Delays and Unusual Costs:** If the Client requests or causes changes to be made in the Scope of Services, or if the client delays the progress of work covered by the quotation, PERS, Inc. shall adjust the contract price to reflect any increase or decrease.
10. **Permits and Licenses:** Unless otherwise indicated in writing, Client shall procure and provide all necessary permits and licenses required for the Services proposed.
11. **Insurance:** PERS, Inc. shall assume responsibility for workers compensation coverage of PERS, Inc. employees only. PERS, Inc. shall provide General and Professional liability coverage of \$2,000,000.00 and Automobile liability coverage of \$ 1,000,000.00 for all Field Services. All other insurance coverage and necessary permits to accomplish project shall be provided by the Client.

12. **Indemnification:** Client agrees to indemnify and hold PERS, Inc., its directors, officers, stockholders, employees, representatives or agents harmless from and against any and all claims, demands, causes of action (including third party claims, demands or cause of action for contribution or indemnification), liability or costs (including actual attorney's fees and other costs of defense) which arise out of or result from any negligent act or omission of the Client, its employees, agents, consultants, other contractors or any other person or entity; all except and to the extent that such claims, demands, causes of action, liabilities or costs are caused by the sole negligence of PERS, Inc., its directors, officers, stockholders and employees.
13. **GENERAL LIMITATION OF LIABILITY:** UNDER THIS AGREEMENT, PERS, INC. SHALL ONLY BE LIABLE FOR DAMAGES FOR THE SCOPE OF SERVICES PROVIDED. PERS, INC. SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES RESULTING FROM INJURY TO PERSONS OR PROPERTY, LOSS OF PROFITS, LOSS OF BUSINESS REPUTATION, DOWNTIME OR ANY OTHER LOSSES OR EXPENSES NOT IN CONNECTION WITH THE FURNISHING OF SERVICES.
14. **Non-waiver:** The failure of PERS, Inc. to insist upon strict performance of any of the terms or conditions stated herein shall not be considered a continuing waiver of any such term or condition or any of its rights, nor shall it imply a course of performance between the parties.
15. **Complete Agreement:** The complete agreement and all attendant components are Copyright © 2021 by **Process Equipment Repair Services, Inc.** All rights reserved including the right of reproduction, the use of proprietary techniques, procedures and intellectual property in whole or in part, in any form without the written permission of PERS, Inc. The complete agreement between PERS, Inc. and the client is contained herein and no additional or different terms or conditions shall be binding unless mutually agreed to in writing. PERS, Inc. and client agree to be bound by all terms and conditions contained or incorporated herein, all of which are a part of the proposal submitted by PERS, Inc. and should be carefully read. Any provision in Client's acknowledgement forms or similar documents which are inconsistent with the provisions of the proposal shall be of force or effect. These terms and conditions shall apply to all services provided by PERS, Inc. Any different or additional terms and conditions proposed by and/or contained on a response to the proposal are hereby rejected by PERS, Inc. and shall not be incorporated into these terms and conditions. If any term of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of all other terms hereof shall no way be affected thereby. This agreement shall take effect upon acceptance and execution by the Client and PERS, Inc.

**This proposal shall become a contract only when accepted by the Client and accepted by Process Equipment Repair Services, Inc. through respective signatures by authorized personnel.**

Proposal submitted by: **Process Equipment Repair Services, Incorporated**

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

**Accepted by Client:**

**Accepted by PERS, Inc.**

\_\_\_\_\_  
Client Affiliation

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

# **Process Equipment Repair Services Inc.**

LaMont Albers, WDNR Certification # 06974

## **Circular Clarifier Rehabilitation References**

### **Ottawa, IL WWTF**

Bob Shull (815) 433-0245  
Rehabilitation (2) 60" Walker Process

### **Mt. Carmel, IL WWTF**

Robert Winds (618) 263-3422  
Rehabilitation (5) 50' Envirex

### **Algoma, WI WWTP**

Pat Zastrow (920) 487-3862  
Rehabilitation (4) 40' Envirex

### **LaSalle, IL WWTF**

Sam McNeilly (815) 433-0245  
Rehabilitation(2) 55' Envirex

### **Shullsburg, WI WWTP**

Verne Jackson (608) 965-4809  
Rehabilitation (1) 36' Envirodyne

### **Grand Geneva Resort, WI WWTF**

Joe Storts (262) 248-8811  
Rehabilitation (1) 90' Sanitaire package plant

### **LaCrosse, WI WWTF**

Greg Paul (608) 789-7322  
Rehabilitation (2) Dorr-Oliver  
Rehabilitation (5) Walker process

### **Deerfield, WI WWTF**

Nathan Paoli (608) 764-5820  
Rehabilitation (1) 60' Sanitaire Package Plant

### **Oshkosh, WI WWTF**

Mr. Steve Brand, Jan Brandenburg  
(920) - 232 - 5365  
Rehabilitation four(4) 120' Envirex  
Rehabilitation two (2) 90' Walker Process

### **Rib. Mountain Metro. Sanitary District**

Mr. Ken Johnson  
715-359-7852  
Rehabilitation two(2) 90' Envirex

### **Kewaunee, WI WWTF**

Randy Lee (920) 388-5012  
Rehabilitation(2) Sanitaire Package Plants

### **Merrill, WI WWTF**

Terry Vanden Heuvel (715) 536-5263  
Rehabilitation (2) 60' Envirex (1) 30' Envirex

### **Belvidere, IL WWTF**

Terry Wickler (815) 544-2072  
Rehabilitation (2) 48' Walker process  
(2) 90' Walker Process  
(2) 50" Walker Process

### **Platteville, WI WWTF**

Dennis Moen (608) 348-7812  
Rehabilitation of (3) 50' Envirex

### **Fond du Lac, WI WWTF**

John Leonhard (920) 929-2955  
Rehabilitation (6) 110' FMC

### **Dickeyville, WI WWTF**

Dale Neis (608) 568-3151  
Rehabilitation (1) 25' Lakeside

### **Godfrey, IL WWTF**

Scott Timmermann (618) 466-3334  
Rehabilitation (2) 65' Peabody-Wells

### **Western Racine Sewage Utilities**

Jeff Bratz (262) 534 - 6237  
Rehabilitation (2) Envirex 60'

### **Waukesha, WI WWTF**

Jeff Herenda, Nate Tilis  
262-524-3632  
Rehabilitation (2) 110' Envirex

### **Elroy**

Mark Saemish  
608-462-2418  
Rehabilitation 30' Sanitare

**Stevens Point**

Chris Lefebvre  
715-342-4787  
Rehabilitation three(3) 70' Envirex

**Columbus**

John Nehmer  
920-623-5915  
Rehabilitation two (2) Walker Process

**Wisconsin Rapids, WI WWTF**

Mr. Ryan Giefer  
715-421-8237  
Rehabilitation of (2) 90' Envirex

**WESTBY UTILITIES**

Kurt Anderson  
608-632-0687  
Rehabilitation (1) 70 foot Sanitaire package plant

**Kenosha**

Melissa Arnot  
262-653-4349  
Rehabilitation two (2) 140 ' ENVIREX

**Crystal Lake, IL**

Dan Languth  
815-459-2020  
Rehabilitation two (2) 80' Envirex

**Medford, WI WWTF**

Mr. John Fales  
715-965-0493  
Rehabilitation two (2) 80' ENVIREX