

Cumberland Municipal Utility Committee Monthly Meeting
Cumberland City Hall
950 1st Ave., Cumberland, WI 54829

Date 9/25/2025

Time: 10:30 AM

Page 1 of 3

Attendance:

Jordan Peichel (Utility Manager)	P	Mayor Dan Shoemaker	P	Randy Reeg (City Administrator)	P
Tom Schroeder (Committee Chairman)	P	Michael Benjamin	P	John Anderson (Committee Secretary)	P
Bill Lussier (City Liaison)	P	Open Committee Member	A		

Other Attendees : Diana Ostness, Katie Goins, Chris Murphy from Resource Environmental Solutions (RES)

Respectfully submitted by

This minutes template includes a complete standardized agenda. Items in bold will be covered during the respective monthly meeting.

TOPIC		DISCUSSION
1) Call to Order		Mayor Shoemaker called the meeting to order @ 10:30 A.M
2) Public Comment		None
3) Approval of agenda		Bill Lussier made a motion to approve the agenda. Tom Schroeder seconded. Motion adopted. The numbering sequence needs to be updated for the October meeting.
4) Discuss and approve Utility Committee meeting minutes of August 21st, 2025		Michael Benjamin made a motion to approve the Utility Committee meeting minutes of August 21st, 2025. Bill Lussier seconded. Motion adopted.
5) Discussion and possible action relating to the selection of a committee chairman.		Bill Lussier made a motion to approve Tom Schroeder as Utility Committee Chairman. John Anderson seconded. Motion adopted via unanimous roll call vote.
6) Fiscal Report and Review		Review of reports for each department. New format is informative and seems to be working well.
7) STRATEGIC a. Project Prioritization b. Capital Plan c. Finance Plan i. Alternatives – Revenue vs. Debt ii. Debt Acquisition iii. Grants d. Rate Impacts e. Real Estate f. Policies		7) f.i. Bill Lussier made a motion to approve the Working Capital Reserve Policy as presented, keeping 25% of the current year's operating budget expenses, excluding depreciation, in reserve for each of the three utilities. Michael Benjamin seconded. Motion Adopted.

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TOPIC	DISCUSSION
i. Working Capital Reserve Policy g. PILOT Payments	
8) Quarterly Performance a. Budget – Plan vs. Actual b. Utilization	
9) OPERATIONS	
<u>Electric Utility</u> 1. Discussion and possible action relating to Electric Utility operation including: a. AFP #2 from Simon Electric Construction Company for Main Street Lighting in the amount of \$648,181.09. b. Change Order #1 from Simon Electric Construction Company for the Main Street Light project extending final completion date to November 21, 2025. 2. Discussion and possible action relating to Electric Utility capital projects including: a. TBD	9)1.a. John Anderson made a motion to recommend the City Council approve AFP #2 from Simon Electric Construction Company for Main Street Lighting in the amount of \$648,181.09. Michael Benjamin seconded. Motion adopted. 9)1.b. Bill Lussier made a motion to recommend the City Council approve Change Order #1 from Simon Electric Construction Company for the Main Street Lighting project extending the final completion date to November 21, 2025. John Anderson seconded. Motion adopted.
<u>Water Utility</u> 3. Discussion and possible action relating to Water Utility operations including: a. TBD 4. Discussion and possible action relating to Water Utility capital projects including: a. Change Order #1 to DeSantis Excavating for 1st Ave and Marshall St. in the amount of \$95,832.00.	9) 4.a. John Anderson made a motion to recommend the City Council approve Change Order #1 to DeSantis Excavating for 1st Ave. & Marshall St. in the amount of \$95,832.00. Bill Lussier seconded. Motion adopted.

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TOPIC	DISCUSSION
<u>Sewer Utility</u>	
5. Discussion and possible action relating to Sewer Utility operations including: a. Sewer water quality credits.	9) 5.a. Bill Lussier made a motion to authorize Katie Goins to work with Chris Murphy, from Resource Environmental Solutions, to accept the offer as presented from the credit generator registered on the WI Water Quality Trading Clearinghouse website portal, but also propose a counter offer to purchase 70 credits annually at a cost of \$110 per credit, changing the term to 15 years. John Anderson seconded. Motion adopted.
6. Discussion and possible action relating to Sewer Utility capital projects including: a. Award bid for Hines Lakeview manhole adjustments. b. Reinstall 8" SDR 35 sanitary sewer manholes on 6th Ave. and Webb St.	9) 6.a. Michael Benjamin made a motion to recommend the City Council award the bid to DeSantis Excavating LLC for Hines Lakeview manhole adjustments for an amount not to exceed \$35,000. John Anderson seconded. Motion Adopted. 9) 6.b. Bill Lussier made a motion to recommend the City Council approve Reinstall of 8" SDR 35 sanitary sewer manholes on 6 th Ave. and Webb St. with an estimated cost of \$60,000, of which we anticipate 25% will be covered by the USDA grant. Michael Benjamin seconded. Motion adopted.
OTHER UTILITY TOPICS	
10) Manager's Update	Update – No action taken.
11) Future Agenda Items	October meeting will be on October 20 th @ 10 A.M.. Michael would like to add an item to discuss a plan for underground wires moving forward. Michael would like to add an item to discuss requiring Resident Project Representative (RPR) be contracted part time for each major project to be the hands on person overseeing the project from start to finish.
12) Adjourn	Meeting unanimously adjourned @ 12:46 P.M..

September 2025

Check No	Payee	Amount	Description
AUTO	WI DEPARTMENT OF REVENUE	\$ 13,283.50	SALES AND USE TAX
AUTO	EMPOWER	\$ 1,200.00	DEFERRED COMP
AUTO	UPS	\$ 114.73	SHIPPING
AUTO	PAYROLL	\$ 27,700.15	PAYROLL (8/17/25-8/30/25)
AUTO	PAYROLL	\$ 26,637.00	PAYROLL (8/31/25-9/13/25)
AUTO	Payment Service Network	\$ 483.05	Online Payment Fees
16979	ATS - Advanced Technology Solutions	\$ 361.77	Malwarebytes
16980	CINTAS CORPORATION	\$ 418.02	UTILITY UNIFORMS/ PAYER # 25772850
16981	CTW CORPORATION	\$ 68,134.00	WELL # 6 PAY APP # 7
16982	Dell Financial Services	\$ 624.16	LEASE RENTAL - COMPUTERS
16983	DESANTIS EXCAVATING LLC	\$ 24,856.00	HWY 63 & SORENSON HYDRANT RELOCATE
16984	EO JOHNSON	\$ 658.00	CN9450-01 - K2039
16985	FERGUSON ENTERPRISES LLC #3326	\$ 1,113.70	HYDRANT FIRE FLOW KIT
16986	FERGUSON WATERWORKS #2516	\$ 438.88	4" WATERMAIN REPAIR CLAM
16987	LINDE GAS & EQUIPMENT	\$ 49.93	ACETYLENE
16988	OLYMPIC BUILDERS INC.	\$ 105,165.00	WELL 6 - PAYMENT 6
16989	PFM INTEGRATORS	\$ 800.00	ENGINE CONTROL SOFTWARE AND #7 & 8
16990	PLUNKETT'S PEST CONTROL	\$ 865.83	WWTP SEPT 2025 THROUGH AUGUST 2026
16991	Synergy Cooperative	\$ 15.46	WWTP SLUDGE REMOVAL LAB FEE
16992	Visu-Sewer	\$ 36,988.30	FINAL PAY APP# 3 WASTEWATER COLLECTION SYSTEM IMPROVEMENTS
16993	WE ENERGIES	\$ 112.69	115 MARSHALL ST LIFT STATION #4 ARCADE & MARSHALL
16994	WI SCTF	\$ 492.30	CHILD SUPPORT
16995	SMITH AUCTIONS, LLC	\$ 909.83	FLAME RESISTANT CABINET UTILITY SHOP
16996	Ash, Joshua	\$ 275.55	REIMBURSE 5 SHIRTS
16997	ATS - Advanced Technology Solutions	\$ 288.00	Utility Shop
16998	AUTO VALUE	\$ 161.98	BATTERY GREEN POWER PLANT TRUCK
16999	BARRON ELECTRIC COOPERATIVE	\$ 186,179.42	POWER PURCHASED
17000	BRIGHTSPEED	\$ 2,942.27	Sewer
17001	C EMERY NELSON INC	\$ 7,915.23	WWTP HELIFLOW; REMOVE & INSTALL BLOWER
17002	CHARTER COMMUNICATIONS	\$ 125.00	1265 2ND AVENUE
17003	Charter Communications	\$ 149.99	171687401 - 1165 SAINT ANTHONY ST
17004	COMMERCIAL TESTING LAB INC.	\$ 1,651.70	HINES WATER TESTING
17005	CUMBERLAND ACE HARDWR & LUMB	\$ 2,685.71	WWTP MARKING PAINT; DECK SCREWS
17006	CUMBERLAND MUNICIPAL UTIL	\$ 47,126.93	UTILITY
17007	DAIRYLAND POWER COOPERATIVE	\$ 11,831.48	POWER PURCHASED
17008	DON JOHNSON MOTORS	\$ 1,782.75	BUCKET TRUCK REPAIRS
17009	FERGUSON WATERWORKS #2516	\$ 132.70	HWY 63 PROJECT - VALVE BOX DAMAGED GATE VALVE
17010	GREAT NORTHERN ENVIRONMENTAL	\$ 1,131.17	WWTP FILTER FLEECE & ELEMENT SHIPPING
17011	HACH COMPANY	\$ 296.94	REAGENT F/PHOSPHAX ANALYZER, 2000ML
17012	HARMON, NATHANIEL	\$ 110.22	REIMBURSE 2 SHIRTS
17013	HAWKINS INC	\$ 3,802.99	MICRO C
17014	HYDROCORP LLC	\$ 136.81	CROSS CONNECTION CONTROL PROGRAMS
17015	ILLINOIS MUTUAL	\$ 1,446.52	ACCIDENT AND TERM LIFE
17016	JERRYS CITY LAUNDRY	\$ 31.25	WASTE TREATMENT PLANT
17017	JOHN FABICK TRACTOR COMPANY	\$ 1,460.23	POWER PLANT UNIT #9
17018	KWIK TRIP EXTENDED NETWORK	\$ 92.88	UTILITY TRUCK FUEL
17019	MCMASTER-CARR SUPPLY CO	\$ 352.64	LINE SUPPLIES
17020	Mosaic technologies	\$ 118.40	Account 20958-9
17021	MSA PROFESSIONAL SERVICES	\$ 2,507.82	WWTF PLANT WATER SYSTEM
17022	MTech Construction	\$ 4,975.80	BERDAN STREET LINE MAINTENANCE
17023	OAK RIDGE CHEMICAL	\$ 343.68	CLEANER/DEGREASER; MOP
17024	Pierce, Gene J	\$ 105.00	PRESCRIPTION SAFETY GLASSES REIMBURSEMENT
17025	PURCHASE POWER	\$ 2,000.00	POSTAGE
17026	Synergy Cooperative	\$ 2,434.56	ICE FOR SAMPLES
17027	THE REAL YELLOW PAGES	\$ 73.40	YELLOW BOOK
17028	Upper Midwest Municipal Energy Group	\$ 17,236.31	RATE STABILIZATION
17029	US BANK (CREDIT)	\$ 3,316.35	UTILITY SHOP - AIR COMPRESSOR
17030	VERIZON WIRELESS	\$ 308.75	STREETS IPADS
17031	WE ENERGIES	\$ 2,008.69	311 8TH AVE
17032	WI SCTF	\$ 492.30	CHILD SUPPORT
17033	XYLEM WATER SOLUTIONS	\$ 700.00	SLUDGE PUMP REPAIR SEWER PLANT
	Total	\$ 620,153.72	

SECTION 000941 – CHANGE ORDER FORM

Change Order No. CO1

Date of Issuance: 10/02/2025 Effective Date: 10/02/2025
Owner: City of Cumberland Owner's Contract No.: _____
Contractor: Pember Companies Inc. Contractor's Project No.: _____
Engineer: Emmons & Olivier Resources, Inc. Engineer's Project No.: 00957-0018
Project: Hines Lakeview Drive Watermain Reconstruction Contract Name: Hines Lakeview Drive Watermain Reconstruction

The Contract is modified as follows upon execution of this Change Order:

Description: Change Order to Adjust QTY of Tees Installed In the Field (Field Change) & Requested in Pay App 1 & Adjust Quantities of 6" DIP Watermain Installed In the Field and as Requested in Pay App 1Attachments: See Attached

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>273,559.00</u>	Original Contract Times: Substantial Completion: <u>09/19/2025</u> Ready for Final Payment: <u>11/24/2025</u> _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: <u>N/A</u> Substantial Completion: _____ Ready for Final Payment: _____ _____ days
Contract Price prior to this Change Order: \$ <u>273,559.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>09/19/2025</u> Ready for Final Payment: <u>11/24/2025</u> _____ days or dates
~~[Increase]~~ <u>[Decrease]</u> of this Change Order: \$ <u>2,497.00</u>	~~[Increase]~~ <u>[Decrease]</u> of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> _____ days or dates
Contract Price incorporating this Change Order: \$ <u>271,062.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>09/19/2025</u> Ready for Final Payment: <u>11/24/2025</u> _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Nicholas L Nelson</u> Engineer (If required)	By: _____ Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)
Title: <u>Nick Nelson, P.E.</u>	Title: _____	Title: <u>Project Manager</u>
Date: <u>10/02/2025</u>	Date: _____	Date: <u>10/2/25</u>

Approved by Funding Agency (If applicable)

By: N/A Date: _____
Title: _____

END OF SECTION

EJCDC® C-941, Change Order.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

REQUEST FOR PAYMENT

From: PEMBER COMPANIES, INC.
N4449 469th Street
Menomonie, WI 54751-5436

To: Cumberland (WI), City of
1356 2nd Avenue
P.O. Box 155
Cumberland, WI 54829

Invoice: 15408
Draw: PR1
Invoice date: 8/29/2025
Period ending date: 8/29/2025

Project: 25-0574-01 CUMBERLAND - HINES LAKEVIEW DR

REQUEST FOR PAYMENT :

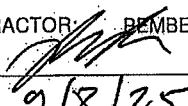
Original Contract Amount:	\$273,559.00
Net Change Orders:	\$0.00
Revised Contract Amount:	\$273,559.00
Contract Completed to Date:	\$161,792.00
Retainage:	\$8,089.60
Less Previous Requests:	\$0.00
Current Request for Payment:	\$153,702.40
Remaining Contract to Bill:	\$119,856.60

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the Cumberland (WI), City of relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR: PEMBER COMPANIES, INC.

State Of Wisconsin

County Of Dunn

By: 

Subscribed and sworn to before me this _____ day of _____.

Date: 9/8/25

Notary Public
My commission expires:

PAYMENT RECOMMENDED :

PAYMENT APPROVED :

Engineer Signature

Owner Signature

Printed Name and Title

Printed Name and Title

Date: _____

Date: _____

REQUEST FOR PAYMENT DETAIL

Project: 25-0574-01 / CUMBERLAND - HINES LA

Invoice: 15408

Draw: PR1

Period Ending Date: 8/29/2025

Detail Page 2 of 3 Pages

Item ID	Description	Unit of Measure	CONTRACTED			CURRENT		TOTAL TO DATE		Units to Finish
			Bid Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	
10	WATERMAIN 8" HDD	LF	955.00	93.00	88,815.00	880.00	81,840.00	880.00	81,840.00	75.00
20	WATERMAIN 8" DIP	LF	15.00	155.00	2,325.00	9.00	1,395.00	9.00	1,395.00	6.00
30	WATERMAIN 6" DIP	LF	6.00	126.50	759.00	8.00	1,012.00	8.00	1,012.00	-2.00
40	HYDRANT PACKAGE	EA	3.00	11,545.00	34,635.00	3.00	34,635.00	3.00	34,635.00	
50	TEE 8 X 6 X 8	EA	2.00	1,750.00	3,500.00	3.00	5,250.00	3.00	5,250.00	-1.00
60	REDUCING TEE 6X8X8	EA	2.00	2,250.00	4,500.00					2.00
70	8" GATE VALVE	EA	3.00	3,915.00	11,745.00	2.00	7,830.00	2.00	7,830.00	1.00
80	6" GATE VALVE	EA	1.00	2,950.00	2,950.00	1.00	2,950.00	1.00	2,950.00	
90	REDUCER 6" TO 8"	EA	1.00	605.00	605.00	1.00	605.00	1.00	605.00	
100	CONNECT TO WATERMAIN	EA	2.00	5,000.00	10,000.00	2.00	10,000.00	2.00	10,000.00	
110	ABANDON WATERMAIN	LS	1.00	2,000.00	2,000.00					1.00
120	PLUG	EA	2.00	475.00	950.00					2.00
130	HDD HYDRANT	EA	13.00	5,425.00	70,525.00	3.00	16,275.00	3.00	16,275.00	10.00
140	WATER SERVICE	LF	139.00	85.00	11,815.00					139.00
150	WATER SERVICE CONNECTION	EA	10.00	1,200.00	12,000.00					10.00
160	RESTORATION	LS	1.00	10,000.00	10,000.00					1.00
170	CURB STOP	EA	9.00	715.00	6,435.00					9.00

Totals				273,559.00		161,792.00		161,792.00	
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REQUEST FOR PAYMENT DETAIL

Project: 25-0574-01 / CUMBERLAND - HINES LA Invoice: 15408 Draw: PR1 Period Ending Date: 8/29/2025 Detail Page 3 of 3 Pages

Item ID	Description	CONTRACTED				CURRENT		TOTAL TO DATE		Units to Finish
		Unit of Measure	Bid Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	

CO CO Item and Description CO Amount

Total Change Order amount 0.00

						Change Order 1					Pay App 1		
ITEM NO.	ITEM	UNIT	EST. QTY.	UNIT COST	TOTAL COST	Qty Change	Result Qty	Amount	Desc	Requested	Remaining	Amount	
1	WATERMAIN 8-IN O.D. HDD C906 (DR 11, I.D. 6.96-IN)	LF	955	\$93.00	\$88,815.00	0	0	955	\$88,815.00	880	75	\$61,840.00	
2	WATERMAIN 8-IN DIP	LF	15	\$155.00	\$2,325.00	0	0	15	\$2,325.00	9	6	\$1,395.00	
3	WATERMAIN 6-IN DIP	LF	6	\$126.50	\$759.00	2	2	8	\$1,012.00	8	0	\$1,012.00	
4	HYDRANT PACKAGE	EA	3	\$11,545.00	\$34,635.00	0	0	3	\$34,635.00	3	0	\$34,635.00	
5	TEE 6X6X8	EA	2	\$1,750.00	\$3,500.00	1	1	3	\$5,250.00 Incl of 1 Wye at this price	3	0	\$5,250.00	
6	REDUCING TEE 6X6X8	EA	2	\$2,250.00	\$4,500.00	-2	0	0	\$0.00 Field chg use of wye negated reduc tees	0	0	\$0.00	
7	8-IN GATE VALVE	EA	3	\$3,915.00	\$11,745.00	0	0	3	\$11,745.00	2	1	\$7,830.00	
8	6-IN GATE VALVE	EA	1	\$2,950.00	\$2,950.00	0	0	1	\$2,950.00	1	0	\$2,950.00	
9	REDUCER 6-IN TO 8-IN	EA	1	\$605.00	\$605.00	0	0	1	\$605.00	1	0	\$605.00	
10	CONNECT TO EXISTING WATERMAIN	EA	2	\$5,000.00	\$10,000.00	0	0	2	\$10,000.00	2	0	\$10,000.00	
11	ABANDON EXISTING WATERMAIN	LS	1	\$2,000.00	\$2,000.00	0	0	1	\$2,000.00	0	1	\$0.00	
12	PLUG	EA	2	\$475.00	\$950.00	0	0	2	\$950.00	0	2	\$0.00	
13	HDD/HYDRANT/WATER SERVICE PIT	EA	13	\$5,425.00	\$70,525.00	0	0	13	\$70,525.00	3	10	\$16,275.00	
14	WATER SERVICE	LF	139	\$85.00	\$11,815.00	0	0	139	\$11,815.00	0	139	\$0.00	
15	WATER SERVICE CONNECTION	EA	10	\$1,200.00	\$12,000.00	0	0	10	\$12,000.00	0	10	\$0.00	
16	RESTORATION	LS	1	\$10,000.00	\$10,000.00	0	0	1	\$10,000.00	0	1	\$0.00	
17	CURB STOP	EA	9	\$715.00	\$6,435.00	0	0	9	\$6,435.00	0	9	\$0.00	
TOTAL BASE BID					\$273,559.00	Change Order 1 Amt			\$271,062.00	\$161,792.00			
									\$2,497.00				

SECTION 00620

CONTRACTOR'S APPLICATION FOR PAYMENT

Contractor's Application for Payment No. #1

Application Period: <u>START - 08/29/2025</u>	Application Date: <u>09/08/2025</u>
Owner: <u>City of Cumberland</u>	Owner's Contract No.: _____
Contractor: <u>Pember Companies Inc.</u>	Contractor's Project No.: _____
Engineer: <u>Emmons & Olivier Resources, Inc.</u>	Engineer's Project No.: <u>00957-0018</u>
Project: <u>Hines Lakeview Drive Watermain Reconstruction</u>	Contract Name: <u>Hines Lakeview Drive Watermain Reconstruction</u>

Summary of Approved Change Orders

Number	Additions	Deductions
CO1	0	-2,497.00
TOTALS	0	-2,497.00
NET CHANGE BY	-2,497.00	
CHANGE ORDERS	CO1	

1. ORIGINAL CONTRACT PRICE.....	\$	273,559.00
2. Net Change by Change Orders.....	\$	-2,497.00
3. Current Contract Price (Line 1 ± 2).....	\$	271,062.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)....	\$	161,792.00
5. RETAINAGE:		
a. 5% X 161,792.00 Work Completed.....	\$	8,089.60
b. X Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	8,089.60
6. AMOUNT ELIGIBLE TO DATE (Line 4 – Line 5.c).....	\$	153,702.40
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	0
8. AMOUNT DUE THIS APPLICATION.....	\$	153,702.40
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	117,359.60

EJCDC® C-620, Contractor's Application for Payment.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

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

Contractor Signature: 

By: Ryan Penber

Date:

10/3/25

Payment of: \$ 153,702.40

(Line 8 or other – attach explanation of the other amount)

Is recommended by:

Nicholas L. Moon

10/02/2025

(Engineer)

(Date)

Payment of: \$ 153,702.40

(Line 8 or other – attach explanation of the other amount)

Is approved by:

(Owner)

(Date)

Approved by:

N/A

Funding or Financing Entity (if applicable)

(Date)

ISSUED:

RECEIVED:

By:

Nicholas L. Moon

By:

Engineer (Authorized Signature)

Contractor (Authorized Signature)

Title: Nick Nelson, P.E.

Title:

Date: 10/02/2025

Date:

DOCUMENT 00 51 00

NOTICE OF AWARD

Date of Issuance:		Owner's Project No.:	
Owner:	City of Cumberland	Engineer's Project No.:	CUMBE 24002
Engineer:	CBS Squared, Inc.	Contract Name:	
Project:	Highway 63 Water Main Boring		
Bidder:	A-1 Power LLC		
Bidder's Address:	PO Box 90, Bloomer, WI 54774		

You are notified that Owner has accepted your Bid dated **October 9, 2025**, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Directionally drilling 2 new water main lines under Beaver Dam Lake.

The Contract Price of the awarded Contract is **Two Hundred Sixty-Five Thousand Eighty Dollars (\$265,080.00)**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes and Unit Price Work

1 copy of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Additional sets of Drawings will be delivered separately upon request.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **1 (one) electronic** counterparts of the Contract Documents, signed by Bidder (as Contractor).
2. Deliver with the signed Contract Documents the Contract security (required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): N/A

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Cumberland**

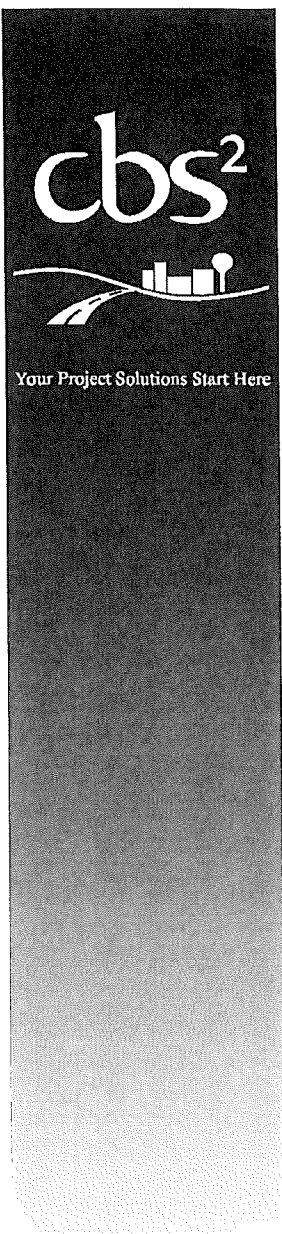
By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

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Date: October 9, 2025

RE: Highway 63 Water Main Boring
Cumberland, WI
CBS² CUMBE 24002

Randall Reeg
City Administrator
City of Cumberland
950 1st Avenue
Cumberland, WI 54829

Dear Randy,

Bids for the City of Cumberland's Highway 63 Water Main Boring project were received at 9:30 a.m. on Thursday, October 9, 2025. Three bids were received and accepted for the project and is summarized below:

Base Bid

A-1 Power LLC	\$158,380.00
DeSantis Excavating LLC	\$178,960.00
Pember Companies, Inc.	\$179,684.00

Alternate 1

Pember Companies, Inc.	\$105,270.00
A-1 Power LLC	\$106,700.00
DeSantis Excavating LLC	\$121,000.00

Base Bid + Alternate 1

A-1 Power LLC	\$265,080.00
Pember Companies, Inc.	\$284,954.00
DeSantis Excavating LLC	\$299,960.00

Alternate 2

DeSantis Excavating LLC	\$170,500.00
Pember Companies, Inc.	\$208,450.00
A-1 Power LLC	\$320,100.00

Base Bid + Alternate 2

DeSantis Excavating LLC	\$349,460.00
Pember Companies, Inc.	\$388,134.00
A-1 Power LLC	\$478,480.00

The itemized bid tabulation is attached.

Based on our review, it is our opinion that A-1 Power LLC, has the equipment and experience to perform the work as defined in the bidding documents. If the City decides to proceed with the project as bid, we recommend award of the project in the amount of the base bid and alternate 1 for a total of \$265,080.00 to A-1 Power LLC.

770 Technology Way
Chippewa Falls, WI
54729

info@cbssquaredinc.com

cbssquaredinc.com

Should you have any questions, please contact me by phone at 715.505.8633 or by e-mail at thastings@cbssquaredinc.com.

Sincerely,

Tyler Hastings, PE
Project Manager

Highway 63 Water Main Boring
City of Cumberland
Unit Price Bid Tabulation
9:30 a.m., October 9, 2025

						A-1 Power LLC		DeSantis Excavating LLC		Pember Companies, Inc.	
						Total	\$ 158,380.00	Total	\$ 178,960.00	Total	\$ 179,684.00
Item No.	Item Code	Description	Unit	Bid Qty	Bid Unit Price	Bid Price		Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
1	S01 45 00-01	Quality Control	Each	1	\$ 100.00	\$ 100.00		\$ 4,875.00	\$ 4,875.00	\$ 10,000.00	\$ 10,000.00
2	S01 55 25-01	Maintenance of Traffic	Each	1	\$ 10,000.00	\$ 10,000.00		\$ 6,000.00	\$ 6,000.00	\$ 10,000.00	\$ 10,000.00
3	S01 58 13-01	Project Sign	Each	1	\$ 1,000.00	\$ 1,000.00		\$ 1,000.00	\$ 1,000.00	\$ 700.00	\$ 700.00
4	S01 71 13-01	Mobilization	Each	1	\$ 48,000.00	\$ 48,000.00		\$ 33,000.00	\$ 33,000.00	\$ 35,300.00	\$ 35,300.00
5	S31 25 10-01	Erosion Mat	SY	75	\$ 5.00	\$ 375.00		\$ 5.00	\$ 375.00	\$ 4.60	\$ 345.00
6	S31 25 10-02	Silt Fence	LF	120	\$ 5.00	\$ 600.00		\$ 3.00	\$ 360.00	\$ 5.70	\$ 684.00
7	S32 12 18-01	Asphaltic Pavement Restoration for Highway 63 (Includes CABC)	Each	1	\$ 8,000.00	\$ 8,000.00		\$ 22,000.00	\$ 22,000.00	\$ 10,500.00	\$ 10,500.00
8	S32 12 18-02	Asphaltic Pavement Restoration for Nedvidek (Includes CABC)	Each	1	\$ 4,000.00	\$ 4,000.00		\$ 16,000.00	\$ 16,000.00	\$ 6,500.00	\$ 6,500.00
9	S32 92 12-01	Turf Establishment	LS	1	\$ 1,000.00	\$ 1,000.00		\$ 20,000.00	\$ 20,000.00	\$ 12,000.00	\$ 12,000.00
10	S33 11 00-01	Connection to Existing Water Main	Each	4	\$ 6,620.00	\$ 26,480.00		\$ 5,000.00	\$ 20,000.00	\$ 10,000.00	\$ 40,000.00
11	S33 11 00-02	Water Main Fittings	LB	500	\$ 15.00	\$ 7,500.00		\$ 25.00	\$ 12,500.00	\$ 13.70	\$ 6,850.00
12	S33 11 00-03	8-inch Gate Valve and Box	Each	4	\$ 4,845.00	\$ 19,380.00		\$ 3,500.00	\$ 14,000.00	\$ 3,665.00	\$ 14,660.00
13	S33 11 00-04	1-inch Corporation Stop	Each	1	\$ 1,110.00	\$ 1,110.00		\$ 200.00	\$ 200.00	\$ 560.00	\$ 560.00
14	S33 11 00-05	1-Inch Curb Stop and Box	Each	1	\$ 2,435.00	\$ 2,435.00		\$ 400.00	\$ 400.00	\$ 885.00	\$ 885.00
15	S33 11 00-06	1-Inch Water Service	LF	100	\$ 70.00	\$ 7,000.00		\$ 40.00	\$ 4,000.00	\$ 75.00	\$ 7,500.00
16	S33 11 00-07	Connection to Existing Water Service	Each	1	\$ 2,120.00	\$ 2,120.00		\$ 250.00	\$ 250.00	\$ 1,000.00	\$ 1,000.00
17	S33 32 65-01	Water Main Valve Manhole	Each	2	\$ 9,640.00	\$ 19,280.00		\$ 12,000.00	\$ 24,000.00	\$ 11,100.00	\$ 22,200.00
Base Bid Total						\$ 158,380.00		\$ 178,960.00		\$ 179,684.00	
Alternate #1											
18	S33 05 20-01	10-Inch HDPE Water Main Pipe installed by Directional Drilling	LF	1100	\$ 97.00	\$ 106,700.00		\$ 110.00	\$ 121,000.00	\$ 95.70	\$ 105,270.00
Total of Alternate #1						\$ 106,700.00		\$ 121,000.00		\$ 105,270.00	
Total of Base Bid + Alternate #1						\$ 265,080.00		\$ 299,960.00		\$ 284,954.00	
Alternate #2											
19	S33 05 20-02	8-Inch DIP Water Main Pipe installed by Directional Drilling	LF	1100	\$ 291.00	\$ 320,100.00		\$ 155.00	\$ 170,500.00	\$ 189.50	\$ 208,450.00
Total of Alternate #2						\$ 320,100.00		\$ 170,500.00		\$ 208,450.00	
Total of Base Bid + Alternate #2						\$ 478,480.00		\$ 349,460.00		\$ 388,134.00	



Bids Received for Unit Price Project / City of Cumberland
Highway 63 Water Main Boring
CUMBE 24002
9:30 a.m., Thursday, October 9, 2025

Contractor	Bid Bond	Addendum No. 1	Base Bid	Alternate No. 1	Alternate No. 2
A-1 Power LLC	X	X	\$158,380.00	\$106,700.00	\$320,100.00
DeSantis Excavating LLC	X	X	\$178,960.00	\$121,000.00	\$170,500.00
Pember Companies, Inc.	X	X	\$179,684.00	\$105,270.00	\$208,450.00

From: Claudia DeValk <cdevalk@cbssquaredinc.com>
Sent: Thursday, October 16, 2025 2:12 PM
To: Jordan Peichel <jordan@cmutility.com>; Randy Reeg <cityadmin@cityofcumberland.net>
Cc: Jon Strand <jstrand@cbssquaredinc.com>
Subject: Cumberland Pilot Proposal Comparison

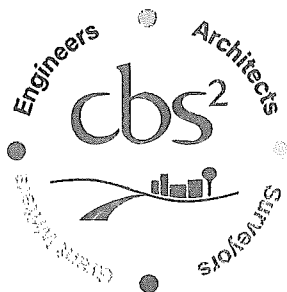
Hi Jordan and Randy,
Below is a summary/ comparison of the pilot proposals. Please let me know if you have any questions.
Thank you!

	Water Surplus	Kurita	WesTech
Duration	1 month	1 Week	2 Weeks
Cost	\$ 22,160.00	\$ 16,000.00	\$ 18,000.00
Additional Cost if Needed	\$6,450 per month	\$6,900 per week	\$7,500 per week
GPM Treatment	2.8 GPM	1.05-2.1 GPM	0.4-1.0 GPM
GPM Backwash	7 gpm if all backwashed	?	?
Number of Filters	4	2	2
Pilot operated by	City, WS onsite for up to 2 days	Kurita (5 days)	WesTech (5 days)
Electric Requirements	120V, 60 Hz, 1 Ph	120V, 30A, single phase	120V, 30A, single phase
Chemicals	City responsibility	Claudia emailed for clarification on this	City responsibility
Ozone Option?	Yes	No	No

Water Surplus: Testing 2 different medias with 2 different chemicals, 4 different variations.

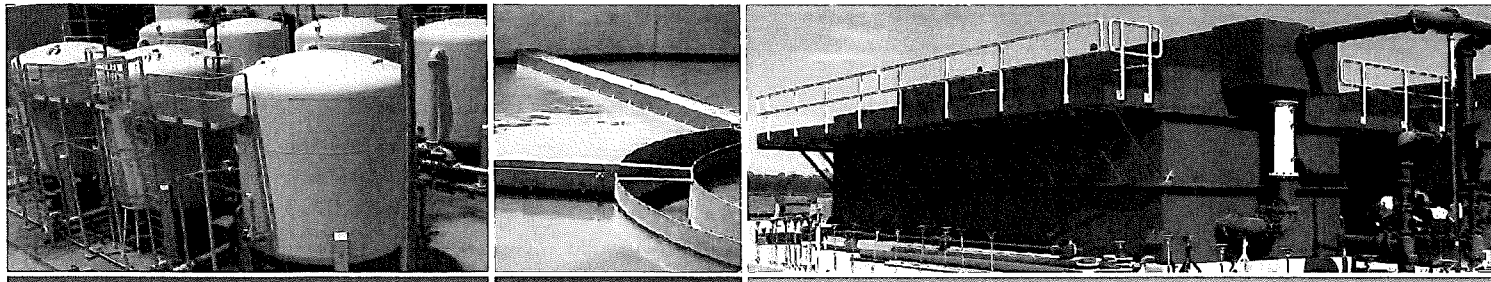
Kurita: Testing 2 different medias with potassium permanganate as an oxidizer for both.

WesTech: Testing 3 different medias, but there are not details on this in the proposal.



Claudia De Valk, PE
Design Lead
C: (920) 460-9048
E: cdevalk@cbssquaredinc.com
CBS Squared, Inc.
770 Technology Way, Suite 1A
Chippewa Falls, WI 54729

The information contained in this e-mail (and any attachments) is confidential and may not be used by anyone other than the addressee. If you are not this intended recipient please notify us immediately.



Quotation # 24009-P
Cumberland, WI Well #6

Tonka Water, a Kurita brand, Pilot Study

Addressee: City of Cumberland
Engineer: CBS Squared, INC.
Attn: Claudia De Valk, P.E.

Quotation #: 24009-P
Quotation Date: 10/13/25

We are represented on this project by:

Dan Smith
William/Reid, Ltd.
P.O. Box 397
W166 N11965 Fond Du Lac Ave
Germantown, WI 53022 USA
(262) 255-5420
(920) 857-7491
dan@williamreidltd.com

Tonka Water Contact:

Alan Schneider
6600 94th Ave North
Minneapolis, MN 55445
Cell: 612.708.6517
a.schneider@kurita-water.com



Item A: Piloting for Manganese Removal

Tonka Water is pleased to offer this proposal to provide pilot testing equipment and services. The pilot equipment offered in this proposal will be delivered skid mounted. Tonka Water technician will travel to the site to set up and operate the equipment for the duration of the study. The pilot will assess manganese removal by using permanganate addition followed by GreensandPlus™ and Tonka Water's IMAX™ media filtration, for a period outlined below. The proposed treatment process is as follows:

Raw water → potassium permanganate addition → Filtration

We quote the following pilot equipment and services as outlined below:

Pilot Protocol. A pilot protocol will be written to define the scope of the pilot test in greater detail with respect to field testing, data recording, and sampling for analysis by an analytical laboratory. The protocol will be sent for engineer approval prior to pilot testing.

Pilot Duration. The pilot study will be conducted over one (1) week. Tonka Water will provide a technician for five (5) days to travel, set-up, operate the pilot equipment, and tear down the system at the conclusion of the study (Monday and Friday will mostly be spent traveling). Options are included for additional weeks of Tonka Water operation and equipment rental. A Tonka Water engineer will be available for the duration of the study for questions and consultation.

Pilot Equipment

- Two (2) 8" media filtration columns with one being bed with 18" depth of 0.30-0.35 mm GreensandPlus™ with 12" 0.6-0.8 mm anthracite manganese removal. The other column will be bed with 30" of Tonka Water's IMAX™ media. The columns can be operated at 3-6 gpm/sft (1.05-2.1 gpm).
- Two (2) chemical feed pumps, chemical storage tanks and static mixer for the injection of potassium permanganate pre-media filtration. A spare pump will be provided for use, if necessary.
- Two (2) feed pumps to supply water within the pilot system, if necessary.
- Backwash system including make-up tank, an air compressor for Simul-Wash, and supply pump for backwash.
- As a potential adder, a Tonka Water trailer can also be used for this project along as the water and electrical connections are a reasonable distance from trailer.
- Miscellaneous equipment consisting of flexible tubes, valves, fittings, and other necessary appurtenances to provide a fully operable system.
- Written instructions for the operation of the equipment.

The filtration system will require periodic backwash, which will occur out of service and take approximately 15 minutes per column. Periodic replenishment of the chemicals will be required as necessary.

Notes:

- Backwash waste will need to be disposed. This waste will contain elevated metals concentrations – customer to confirm that disposal onsite is available or other considerations have been made.
- A 120V, 30A, single phase power supply will be required to operate the pilot study. The equipment has a maximum amperage draw of 25A and may require multiple outlets.

Freight of the pilot equipment to the site is included on this quotation.

Testing. Throughout the pilot study, field tests will need to be conducted on different flow streams at various intervals. Tonka Water will include testing apparatus and reagents associated with field tests when a technician is on-site.

Note: Coincidental with the field tests, samples will be drawn, preserved, and routed to an independent lab to verify and substantiate field tests. The costs associated with independent laboratory analyses are NOT included in this proposal. Laboratory sample bottles and logistics will need to be coordinated with Tonka Water. A recommended field and laboratory sampling protocol will be included with the pilot study protocol provided after purchase order is received.

Pilot report. Upon completion of the pilot study, and after Tonka Water's receipt of independent laboratory analysis reports, a complete and descriptive pilot study report will be prepared by an applications engineer.



Price Summary

Item	Price
A. Pilot Equipment, Services and Support.	\$ 16,000.00

Options:	Price adder for additional weeks of Tonka Water Operation:	\$ 5,500.00 per week
	Price adder for additional weeks of equipment rental:	\$ 1,400.00 per week
	Price adder for the use of a Tonka Water pilot trailer:	\$ 600.00 per week

Delivery:

Pilots for lease are typically scheduled four to eight weeks after signed Purchase Order has been received, subject to change.

**The attached CONDITIONS OF SALE AND WARRANTIES that are incorporated herein.
For your convenience, this sheet may be used as your order for this equipment.**

Items Ordered	
P.O. Number	
Total Net Price	
Firm Name and Address	
By (Print)	
Signature	
Date	

KURITA AMERICA INC.
Purchase orders should be addressed to: Kurita America Inc. 6600 94th Ave North Minneapolis, MN 55445

Notes:

1. All permits or regulatory agency approval will be the responsibility of the customer.
2. The above costs are in US dollars, and do not include any applicable sales or use taxes.
3. Equipment is quoted f.o.b. factory with full freight allowed to the site. Quoted price also includes return of equipment, f.o.b. pilot site, full freight allowed to Kurita America.
4. The Customer shall be responsible for receiving and unloading pilot equipment upon delivery.
5. The Customer will be responsible for secure storage and protection of pilot equipment until the equipment is shipped and received at Kurita America's facility.
6. The Customer is required to provide a location for discharge of pilot finished water and wastewater. Kurita America is not responsible for the treatment, storage, transport, or disposal of chemicals, waste, or waters produced or used during the pilot study, nor for obtaining any required licenses or permits. Pilot water discharge will be a continuous flow. Upon completion of the pilot study, the customer will be responsible for proper disposal of chemicals, media, reagents, or any other hazardous material(s) used during the pilot study.
7. The above pricing is based on use of pilot equipment for the duration as outlined in the above quotation. If pilot equipment is used for durations greater than that designated at the request of the customer, if additional piloting is needed to prove another process, test additional variables, or if additional labor is needed to complete tasks or pilot parameters outside of this proposal, an additional quotation will be required. Kurita America reserves the right to invoice for additional use of the pilot equipment if it is not received at Kurita America within 10 days of completion of the pilot study.
8. It will be the responsibility of the customer to use the equipment with care and to carefully package the equipment for re-shipment to Kurita America in accordance with DOT requirements. The customer will assume any responsibility for damage to the equipment and will be subject to any costs associated with damage, loss, or misuse of the equipment. Note: Return shipment of the pilot equipment with chemicals, media, reagents, or any other hazardous materials inside is a violation of DOT regulations. Any ramifications from violating DOT regulations by the shipper will be the responsibility of the shipper. Return of chemicals, media, reagents, or any other hazardous material with the pilot equipment may result in additional charges being incurred.
9. Final payment will be required 30 days after release of the pilot study report.
10. The attached Kurita America standard Terms and Conditions are incorporated by reference into this quotation and will be a part of any binding agreement between the customer and Kurita America, and cannot be modified by the customer whether by the terms of the purchase order or otherwise, except to the extent expressly accepted by Kurita America in writing.
11. We do not include any items not specifically described in this proposal.

Conditions of Sale and Warranties

1. Exclusive Terms and Conditions

Together with any other terms the parties agree to in writing, these terms and conditions of sale form the exclusive terms ("Agreement") whereby Buyer agrees to purchase, and Seller agrees to sell goods and provide advice, instruction and other services in connection with the sale of those goods ("Services"). Notwithstanding any provisions communicated in any way by Buyer to Seller prior to this agreement including any terms contained in any request for quote by Buyer, Buyer agrees that this agreement will control the relationship by accepting goods and services from Seller, even if Buyer sends to Seller other terms and conditions to which Seller may not respond.

2. Buyer Obligations

Seller will not control the actual operation of either Buyer's systems or goods at the site, and unless otherwise specifically agreed in writing, installation of goods shall be the responsibility of Buyer. Goods and services provided hereunder are based upon the information Buyer makes available to Seller, and Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of goods unless precluded by limitations (including, but not limited to actual space and feed water/substance quality specifications) specified by Buyer in writing at the time an order is placed. If no such limitations are specified, Seller shall not be held responsible for incompatibility of the goods and services due to changes in feed water/substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Buyer and become apparent at a later date. For services to be accurate and goods to work as intended, Buyer must fulfill the following obligations ("Obligations"):

- (a) provide Seller complete and accurate information and data relevant to the scope of work to be provided, such as information related to Buyer's site conditions, systems, related equipment and processes, feed water or other substances to be treated or measured with the Goods, including any hidden, unapparent, or changing conditions that may affect the effectiveness of the Goods; (b) operate all related systems and the goods within the agreed to control parameters or, if none, within industry customary operating conditions; (c) maintain all related systems and Goods in good operating condition and repair; and (d) maintain and handle goods in a proper and safe manner. If Buyer fails to fulfill the foregoing obligations, Seller shall be relieved of any obligations with respect to warranties or any other commitments made to Buyer in writing, and Seller shall have no liability for any loss, damage or injury which Buyer may sustain or for which Buyer may be liable.

3. Payment and Prices

Unless otherwise specified in writing in section 10 of this proposal document, payment is due net thirty (30) days from the date of Seller's invoice. If Seller shall have any doubt at any time as to Buyer's ability to pay, Seller may decline to make deliveries except on receipt of satisfactory security. The prices quoted herein do not include taxes. Buyer shall be directly responsible, and reimburse Seller, for the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale of delivery of any products or services furnished hereunder. Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities if applicable. [For multi-year agreements, pricing stated shall remain firm for 12 months, after which Seller shall be entitled to adjust pricing upward on an annual basis according to the designated formula used by Seller in Buyer's country and which shall be notified to Buyer.] Unless otherwise specified, all prices are ExWorks Seller's facility. Buyer agrees to reimburse Seller for collection costs, including 2% interest per month, should Buyer fail to timely pay. Buyer shall have no rights to any setoffs of any nature relating to any payments due under the agreement.

4. Payment for Excessive Usage; Lost and Damaged Goods

If payment for goods is based on some factor other than the actual amount of goods delivered (e.g., payment is for a fixed amount, or based on usage or production), then Buyer agrees to pay for all Goods (a) consumed as a result of Buyer's failure to comply with obligations as set forth in Section 2; or (b) lost or damaged after delivery to Buyer. Buyer shall provide Seller all information necessary to calculate amounts due and enable Seller to audit those records.

5. Deliveries

Unless stated otherwise in the proposal, Seller shall deliver all products to Buyer EXW Seller's facility, place of manufacture, or warehouse, according to INCOTERMS 2000. Shipment dates, if applicable, noted in this proposal represent Seller's best estimate of probable delivery time considering conditions known at the time this Proposal was prepared. Upon acceptance of Buyer's purchase order or, where specified in the purchase order, upon receipt of Buyer's notification to proceed with fabrication of equipment that satisfies Seller's requirements for meeting the delivery schedule, Seller shall commence fabrication of equipment. The place of delivery specified therein shall be firm and fixed, provided that Buyer may notify Seller no later than 45 days prior to the scheduled shipment date of the products of an alternate point of delivery. Provided the parties agree a variation to take into account any additional cost [or delay] incurred by Seller in implementing this change, the alternate place of delivery shall become the agreed place of delivery for all purposes under this agreement.

6. Consigned Goods

Buyer shall bear all risk of loss and damage to all consigned goods in Buyer's possession or control, notwithstanding Buyer's exercise of reasonable care. Seller shall have the right to enter Buyer's premises at all reasonable times to inspect such Goods and related records. Upon request, Buyer agrees to return such goods to Seller pursuant to Seller's shipping instructions.

7. Limited Warranties

Seller warrants that the goods shall conform to published specifications and shall be free from defects in material and workmanship when at all times operated in accordance with Seller's written instructions; and that the services will be performed with the degree of skill which can reasonably be expected from a seller engaged in a comparable business and providing comparable services under comparable circumstances. Unless otherwise provided in any warranty schedule that may be attached hereto, the foregoing warranties are valid: (a) for chemicals and services, for 6 months from their date of delivery or the provision of Services; (b) for consumables, including filters and membranes, 12 months from their date of delivery, (c) for goods other than chemicals and consumables, the earlier of, 15 months from receipt, or 12 months from start-up/first use. Unless expressly agreed in a "performance warranty document" signed between the parties on a separate basis, there is no performance warranty on goods and services or warranty on process results. For goods not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only. Any claim for breach of these warranties must be promptly notified in writing or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the goods or services or any breach of these warranties is limited to, at Seller's option: (a) replacement of non-conforming goods or refund of purchase price of the non-conforming Goods; and (b) re-performance of the services at issue, or a refund of the amount paid for the Services at issue. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval. Goods may not be returned to Seller without Seller's written permission. Seller will provide Buyer with a "return material authorization" number to use for returned goods. Buyer, as the original purchaser, is not entitled to extend or transfer this warranty to any other party. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.

8. Use of Equipment, Tanks, and Containers

Tanks and SBC's owned by Seller shall be used only for the storage of goods approved by Seller and, at Seller's request, shall be returned to Seller within thirty (30) days.

9. Compliance with Laws; Permits

Buyer is responsible for compliance with all laws and regulations applicable to the storage, use, handling, installation, maintenance, removal, registration and labeling of all goods from and after Buyer's receipt of the goods, as well as for the proper management and disposal of all wastes and residues (including containers) resulting from Buyer's use of the Goods. Buyer agrees to ensure that all Goods and Services provided to Buyer for export are exported only in compliance with applicable export control laws and regulations. Permits and licenses of a permanent nature, or which are required to operate apparatus or equipment or to use the Goods, shall be procured by Buyer at Buyer's sole expense.

10. Installation

For equipment purchase if applicable, installation costs of the equipment and materials supplied shall be the responsibility of the Buyer, unless otherwise provided within the Seller's proposal. Otherwise, unless stipulated in the Seller's proposal, Buyer agrees to pay for start-up supervision and operator instruction, at the Seller's prevailing rate per day. Buyer also agrees to pay reasonable expenses for transportation room and board for Seller's personnel. Standard terms of sale include two sets of operating instructions. If additional sets are required, they are available at an additional charge. Upon receipt of request for additional sets, a price quotation will be forwarded.

11. Differing Site Conditions and Hazardous Materials

In the event that Seller encounters any Hazardous Materials (shall mean toxic substances, hazardous substances, pollutants, contaminants, regulated wastes, or hazardous wastes as such terms may be defined or classified in any law, statute, directive, ordinance or regulations promulgated by any applicable governmental entity) at the Buyer's site, other than Hazardous Materials introduced by Seller or that are otherwise the express responsibility of Seller under this Agreement, Buyer shall immediately take whatever precautions are required to legally eliminate such hazardous conditions so that the Seller's work under this Agreement may safely proceed.

12. Emergencies

In the event an emergency condition should occur where the protection of either the plant equipment, employees at site, or the surrounding community are threatened, Seller may procure the required and necessary equipment, personnel, or subcontract support. Seller must provide immediate notice to Buyer regarding the emergency and then provide a report after reviewing the events and itemizing all expenditures. Buyer will reimburse Seller for all emergency related expenses.

13. Excusable Delay/Non-Performance

Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, fire, terrorism, war (declared or undeclared) epidemics, material shortages, insurrection, act (or omissions) of Buyer or Buyer's suppliers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable price and performance adjustment as applicable.

14. Confidentiality and Intellectual Property

Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Goods to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied or developed under this Agreement, subject to Buyer's right to use such drawings and data for its own use without additional cost. Buyer acknowledges that Seller is in the business of selling the Goods subject to this Agreement and agrees that it will not file patent applications on the Goods, or processes and methods of using the Goods, without Seller's express written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its customers based upon purchase and use of such Goods. Buyer shall be fully liable for any infringement of patent rights of third parties arising out of the products supplied hereunder where the construction, and other characteristics of such products including modification of the Goods and Services, is prescribed to the Seller, or completed independently, by the Buyer or agent(s). Buyer shall fully defend and indemnify the Seller in case of such claim(s). Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive and terminable license to such software for the term of this Agreement. Buyer agrees not to copy, sub-license, translate, transfer, reverse engineer, or decode the software. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller upon termination of this Agreement, or the material breach of the terms in this section.

15. Limitation on Liability

To the extent permitted by law, the total liability of the Seller for all claims arising out of or relating to the performance or breach of this Agreement or use of any Goods or Services shall not exceed the annual contract value of this Agreement. Seller shall not be liable for any advice, instruction, assistance or any services that are not required under this Agreement or for which Seller does not charge Buyer. In no event will either party be liable to the other for lost profits or revenues, cost of capital or replacement or increased operating costs, lost or decreased production, claims of Buyer's customers for such damages or any similar or comparable damages, or for any incidental, special, consequential or indirect damages of any type or kind, irrespective of whether arising from actual or alleged breach of warranty, indemnification, product liability or strict liability, or any other legal theory. If Buyer is supplying Seller's Goods or Services to a third party, Buyer shall require the third party to agree to be bound by this clause. If Buyer does not obtain this agreement for Seller's benefit for any reason, Buyer shall indemnify and hold Seller harmless from all liability arising out of claims made by the third party in excess of the limitations and exclusion of this clause.

16. Conflicts; Survival, Assignment

If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in the proposal or quotation shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in a manner which best fulfills our intended agreement. This Agreement may only be assigned by Seller to any affiliate.

17. Termination and Cancellation

This Agreement and any performance pursuant to it may be terminated or suspended by either party if the other party (a) is the subject of bankruptcy or insolvency proceedings; or (b) defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days. Upon the termination of this Agreement: (a) Buyer agrees to pay for all Goods in Buyer's possession or for which title has passed to Buyer, at current prices or at such other prices as have been agreed to in writing; and (b) all amounts owing, if any, for the equipment or tanks relating to those Goods shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice. In the event of cancellation of an order by Buyer, a cancellation charge will be made against the Buyer, in proportion to the work completed by Seller, or obligated against the order, plus any cancellation charges assessed against Seller by Seller's suppliers.

18. Governing Law and Dispute Resolution

This Agreement shall be governed by the substantive laws of the State of Minnesota. The UN Convention on the International Sale of Goods shall not apply. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court in Minneapolis, MN, and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this clause.

Proposal

Cumberland Well #6 Pilot

Wisconsin

Representative

Rachel Lee
LAI, Ltd.
Rolling Meadows, Illinois
rlee@lai-ltd.com
(847) 392-0990

Engineer

Claudia De Valk
CBS Squared
cdevalk@cbssquaredinc.com

Engineer

Jon Strand
CBS Squared
jstrand@cbssquaredinc.com

Contact

Tom Dumbaugh
tdumbaugh@westechwater.com
(515) 268-8549

Justin Roth
jroth@westechwater.com
(515) 268-8523

Proposal: 2530423.F_Pilot_Rev0
Wednesday, October 15, 2025

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 SWIRE WATER



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Scope and Services Summary



Technical Proposal



Item A – R190 Filtration Pilot Trailer



Clarifications and Exceptions



Commercial Proposal



Bidder's Contact Information
Pricing
Payment Terms
Schedule
Freight



Pilot Lease Agreement



Supplemental Information



R190 Technical Data Sheet





Scope and Services Summary

Scope of Supply

Overall Summary

- Pilot Equipment (R190 Filtration Pilot Trailer) for Iron and Manganese Removal
- Two Week Commissioning, Operations, and Decommissioning Field Service Trip
- Pilot Report and Recommendations

Pilot Equipment Scope of Supply

- R190 Pilot Trailer, including
 - Three (3) six-inch granular media filter columns
 - Media configurations
 - All internal piping, valves, and electrical components
- Feed and effluent storage tanks
- Feed and process pumps
- Filter flow meters
- Filter headloss transmitters
- Field water quality analysis equipment and reagents
- Datalogging system

Setup, Operational Assistance, and Decommissioning

- Technical representative for 10 days
 - Commissioning, operations, and decommissioning

By Others

- Supply of all equipment, excluding pilot equipment
- Unloading and installation of equipment
- Secure level location to site pilot equipment
- Effluent drain location by gravity flow
- Waste stream storage and disposal
- Electrical connection to main power supply (240V, 1ph, 60 hz, 60A) by a qualified electrician
- Interconnecting piping
- Process chemical supply
- Required local permitting
- Independent laboratory analysis arrangement and cost/fees



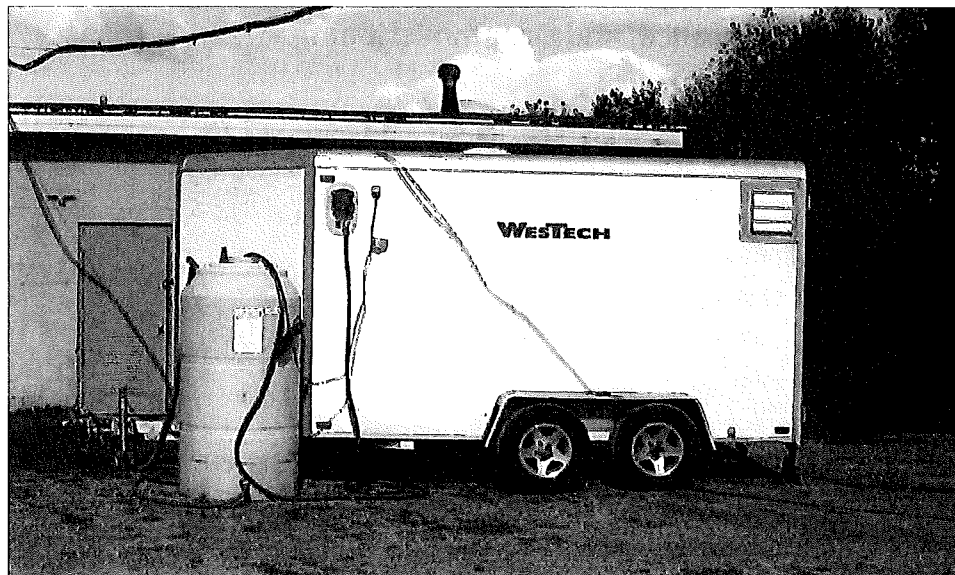


Technical Proposal

Item A – R190 Pressure Filtration Pilot Trailer

Design Overview

Parameter	Unit	Value / Description
Application	-	Iron and Manganese Removal
WesTech Pilot Model	-	R190, Pressure Filtration Pilot Trailer
Media Type	-	Filter 1- GreensandPlus w/ Anthracite Cap Filter 2- TBD Filter 3- TBD
Number of Filters	-	3
Design Flow Rate	gpm	0.4-1.5 per Vessel
Backwash Method	-	Water Only- Filtered Effluent Clearwell
Approximate Dimensions	-	18' L x 7' W x 9' 1" H- Shipping 20' L x 10' W x 19' H- Operating
Approximate Weight	lbs	2,750- Shipping 3,500- Operating
Power Supply Requirement	-	230 V / 60 Hz / 1 Phase / 60 FLA
Connection Sizes	inches	¾" Feed (GHT), ¾" Effluent/Waste (GHT)
Anticipated Availability	-	Oct 2025





Technical Proposal

Design Information

Process Description

Described in this proposal is the preliminary process and equipment design of a pressure filtration system for this project. The system consists of three (3) pressure filtration units sized to produce at least 0.8 gpm of treated effluent. The pilot trailer comes equipped with multiple chemical feed ports, variable detention capabilities, varying media capabilities, and service and backwash pumps.

Pressure filters are an effective, inexpensive, and low-maintenance method of reducing many raw water constituents including, but not limited to, iron, manganese, turbidity, color, arsenic (as co-precipitant) and radium (as co-precipitant). Water is introduced to the top side of the vessel where it passes through a bed of filter media to remove unwanted particulate. The water then passes an underdrain plate with distribution nozzles for effluent discharge. Once the media fouds to a predetermined set-point, a backwash cycle is required to dislodge residual particulate for waste discharge.

Enhanced removals of metals such as iron and manganese can be achieved through chemical oxidation prior to filtration. Oxidized iron and manganese will precipitate out of solution and be captured through the filter media. Depending on raw water quality, various granular media filter configurations can be utilized to enhance filter efficiency while maintaining stable and effective water treatment.

Detailed Design Summary

Detailed Design Summary

Parameter	Description
Number of Units	3
Filter Construction	PVC- Flanged
Filter Media	Process Dependent
Filter Media Depth	Process Dependent
Media Retention	Garnet Gravel, Media Retaining Nozzle
Filter Diameter	6 in
Filter Area	0.196 ft ² per Vessel
Filter Loading Rate	2-8 gpm/ft ²
Filter Flow Rate	0.4-1.5 gpm per Vessel
Oxidation Method	Chemical Oxidation
Backwash Method	Water Only, Individually and Sequentially
Backwash Rate	12-15 gpm/ft ² @ 2.4-2.9 gpm
Backwash Water Source	Clearwell- Finished Water
Detention Tank Volume	10-60 gallons



Technical Proposal

Scope of Supply

Primary Equipment Scope

Item	Quantity	Description	Brand (or Equal)
Detention Tank Units	3	2' 0" L x 0' 8" W x 2' 6" H	-
Pressure Filter Vessels	3	PVC- Flanged	-
Vessel Supports	1	Trailer Mounted	-
Manifold Pipe	-	Sch 80 PVC, PE Tubing	-
Media Configurations	3	Process Dependent	-

Ancillary Equipment/Features Scope

Item	Quantity	Description	Brand (or Equal)
Trailer Feed Pump	1	Submersible, ½ HP, 115 VAC, 1 ph	Gould
Filter Feed Pump	3	Centrifugal, ½ HP, 230 VAC, 1 ph	Gould LB0512TE
Backwash Supply Pump	1	Centrifugal, ½ HP, 115 VAC, 1 ph	Gould
Flow Control Valves	3	Flow regulating valves	Kates
Feed Tank	1	150 gallon w/ float valve	-
Effluent Tank	1	Open trough	-
Effluent Pump	1	Submersible, ¼ HP, 115 VAC, 1 ph	-
Chemical Feed Pump	5	0.5-105 mL/min peristaltic pump	Stenner
Chemical Feed System	3	Day tank, mixer, calibration cylinder, and injection quill	-
Data Logging	1	Standalone data logger	Graphtec GL240
Laboratory	1	Dedicated lab space and equipment for field testing	-

Instrumentation Scope

Item	Quantity	Description	Brand (or Equal)
Flow Meter- Water	3	Filter Effluent	Siemens Mag5000
Pressure Loss	3	Filters	Siemens
Turbidity	1	Single Filter Effluent	Hach 1720E
Spectrophotometer	1	Grab Samples	Hach DR1900



Technical Proposal

Additional Services

On-Site Technical Assistance

WesTech has included on-site technical services to commission the equipment, operate the equipment for the entire duration, and decommission the equipment. All service visits will be completed by certified field technicians that are qualified and have experience working with WesTech equipment. Any additional trips that the customer may request can be purchased at the standard WesTech daily rates plus travel and living expenses.

On-Site Technical Service

Service	Number of Trips	Number of Days
Commissioning, Operation, and Decommissioning	1	10
Total Included Service	1	10

Pilot Report and Recommendations

The pilot study data and laboratory results will be analyzed, and report generated after the conclusion of the pilot study. The report will present the findings of the pilot study and provide full-scale equipment recommendations. The report will be issued within two weeks of receipt of all laboratory results.

General Pilot Schedule

Week 1:

- Monday: Field Service Representative travels to site
- Tuesday: Begin commissioning
- Wednesday: Finalize commissioning and begin optimization
- Thursday: Finalize optimization and begin performance runs
- Friday-Sunday: Conduct performance runs (following protocol)

Week 2:

- Monday-Wednesday: Conduct performance runs (following protocol)
- Thursday: Finish performance runs and decommission equipment
- Friday: Field Service Representative travels home





Clarifications and Exceptions

General Clarifications

Terms & Conditions: This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

Items not by WesTech: Electrical wiring, conduit or electrical equipment, interconnecting piping, valves, or fittings, lubricating oil or grease, shop or field painting, field welding, erection, detail shop fabrication drawings, sludge blow down controls, unloading, storage, concrete work, field service, (except as specifically noted).

Note: Any item not listed above to be furnished by others.

Exceptions

Not applicable





Commercial Proposal

Proposal Name: Cumberland Well #6 Pilot

Proposal Number: 2530423.F_Pilot_Rev0

Wednesday, October 15, 2025

1. Bidder's Contact Information

Company Name WesTech Engineering, LLC
 Primary Contact Name Tom Dumbaugh
 Phone (801) 265-1000
 Email tdumbaugh@westechwater.com
 Address: Number/Street 3665 S West Temple
 Address: City, State, Zip Salt Lake City, UT 84115

2. Firm Pricing

Currency: USD

Scope of Supply

A	R190 Pressure Filtration Pilot Trailer Rental	\$1,500 / week
	Field Service (1 trips, 10 days)	\$14,500
	Pilot Mobilization and Project Execution	\$9,000
	Freight	Prepay and Add
	Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.)	Not Included

Prices are valid for a period not to exceed 30 days from date of proposal.

Additional Field Service

Daily Rate (Applicable Only to Field Service Not Included in Scope)	\$1,350
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Pricing does not include field service unless noted in scope of supply but is available at the daily rate plus expenses. The greater of a two week notice or visa procurement time is required prior to departure date. Our field service policy is subject to change and can be provided upon request.

3. Payment Terms

Pilot Commissioning – Freight and Field Service	50%
Rental Period (collected at beginning of monthly cycle)	100% of monthly costs
Pilot Decommissioning – Freight and Field Service	100% with completion

All payments are net 30 days. Partial shipments are allowed. An approved Letter of Credit is required if Incoterms CIF, CFR, DAP, CIP, or CPT are applicable. Payment is required in full for all other Incoterms prior to international shipment. Other terms per WestTech proforma invoice. Please note that the advising bank must be named as: Wells Fargo Bank, International Department, 9000 Flair Drive, 3rd Floor, El Monte, California 91731, USA.

4. Schedule

Pilot Availability	December 2025
--------------------	---------------

*A purchase order or letter of intent is required to reserve the pilot. Please contact WestTech for an update on pilot availability before providing a purchase order or letter of intent, as pilots are offered on a first-come-first-served basis.

5. Freight

Domestic	FOB Shipping Point - Prepaid and Added (FSP-PPA)	
From	Final Destination	Number of Trucks / Containers
WestTech Shops	Cumberland, WI	Approximately 1

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Pilot Lease Agreement

Equipment Scope of Supply

The pilot unit will include the equipment as listed within the pilot proposal document provided. Items listed as By Others are to be provided by others. Additionally, any item not listed within the proposal document are to be furnished by others.

Terms and Conditions

1. The rental charge will be as shown on the commercial pricing page.
2. Additional rental charges beyond the initial rental period are prorated on a monthly basis. Fractional rental charge in excess of the rental period shall be prorated on a weekly basis, based upon pricing.
3. The rental agreement is for a minimum 2-week period.
4. Invoices are rendered monthly with lease charges payable in advance. Terms on all invoices will be NET 30 DAYS.
5. Title to pilot plant will remain in the name of WesTech Engineering, LLC unless equipment is purchased, and full payment is made for same.
6. The Lessee will, at their own expense, carry necessary insurance to protect Lessor and Lessee against all risks to the equipment or any liability arising from the use of said equipment while equipment is in the possession and control of the Lessee. Insurance Value of the pilot units is \$1,000,000.00.
7. The above rental price is firm for thirty (30) days. All local, state, federal, sales, or manufacturer's taxes of any sort, and such taxes and/or charges pertaining thereto are to be borne by the Lessee.
8. Freight will be arranged by WesTech and included at actual cost. All shipments are FOB Shipping Point - Prepaid and Added (FSP-PPA). The actual shipping cost may vary depending on costs at the time the pilot unit ships. Shipping charges include return shipping cost. Equipment of adequate size will be required for removing the equipment from the trailer and placing the pilot unit at the testing location. Equipment will be packaged and loaded onto a truck for shipment. Trucks, trailers and any other means of transportation will be provided by and paid for by WesTech. WesTech will bill all shipping costs to customer after shipment. Customer is responsible for filing any damage, loss or theft claims directly with the freight carrier.
9. The pilot units will ship and arrive at the test site on an agreed upon date provided in this agreement and is initialed, signed and received by the lessor prior to the required ship day. The rental period shall end on the date the return shipment from Lessee.





Pilot Lease Agreement

Party Responsibilities

1. The Lessor will be providing the following equipment, services, and consumables:
 - a. Equipment:
 - i. One (1) Filtration Pilot system with equipment listed above
 - ii. Filter Media
 - b. Services:
 - i. Services as shown and described in the above proposal
 - c. Consumables:
 - i. Reagents for field water quality analysis.
2. The Lessee will be providing the following equipment, service, and consumables:
 - a. Equipment:
 - i. Equipment, such as a forklift, to unload and place pilot units at the beginning of the test and equipment needed to load pilots on truck at the conclusion of the test.
 - ii. Provide a suitable surface, relatively level, for placement of pilot unit. Surface will need to support the operating weight of the pilot units. Please take care that there are no overhead problems in the proposed placement area.
 - iii. Feed water supply piping and tankage, as applicable
 - iv. Connection to pilot of 240 V / single-phase power
 - b. Service:
 - i. Manpower for assistance with unloading and loading of pilot unit and hooking up and tear down of pilot unit.
 - ii. Adequate supervision, maintenance, repairs, grease and oil, etc., as may be necessary or required by Lessor.
 - iii. Repair for avoidable damage.
 - iv. Handling and disposal of all pilot exit flows including filtrate, backwash waste, and chemical waste.
 - c. Consumables:
 - i. Electrical service to the pilot unit as required
 - ii. Process chemical supply





Pilot Lease Agreement

Field Service

The Lessor has included the cost of a field service technician to provide the service described above. The following daily service rates will apply for Additional field service can be provided upon request. Rates will be assessed per WesTech's per Field Service Policy (available upon request).

Pilot Test Data and Results

Each party's access to the pilot test data and results will be discussed and agreed upon prior to the execution of this contract. WesTech Engineering, LLC will be pleased to maintain data obtained from on-site testing. WesTech will also review and evaluate, with the Lessee, the results of the testing data as it relates to the design and specification for full-scale equipment.

Rental Return

The take down and shipping arrangements are the responsibility of the Lessee. Takedown must be performed per WesTech instructions.

Equipment must be returned to the Lessor properly freighted and packaged to prevent damage, in original condition and cleaned with no abnormal wear, missing or altered parts, and WesTech has received payment for all services. Upon receipt of equipment, WesTech retains the right to bill the Lessee for any major repairs, other than normal wear, and for any costs necessary to return the equipment to the condition in which it was received at the Lessee's plant. The Lessee should make sure the unit is cleaned and functional before returning.

Lessee:	_____	Date:	_____
Lessor:	_____	Date:	_____
	(WesTech Engineering, LLC)		





Supplemental Information

R190 Technical Data Sheet



Technical Data Sheet

Granular Media Filter Pilot Trailer

R190

Contact
Justin Roth
jroth@westechwater.com
(515) 268-8523

Technical Data Sheet: R190
Tuesday, January 14, 2025

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 **SWIRE WATER**



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Pilot Equipment Overview



Pilot Specifications
Site Requirements
Process Description



Process Specifications and Scope



Aeration- Induced Draft Aerator
Aeration- ATOMERATOR
Detention Tanks
Granular Media Filtration- Vertical Pressure Filters
Ancillary Equipment/Features Scope
Instrumentation Scope



Reference Photos





Technical Information

Pilot Equipment Overview

The R190 19C Aeration-Filtration Trailer Pilot Plant is able to demonstrate the effectiveness of aeration, detention, and filtration for iron, arsenic, and manganese removal for a variety of plant layouts. The pilot unit comes equipped with multiple chemical feed ports, optional pressure or induced draft aerators, variable detention capabilities, three vertical pressure filters with varying media capabilities, and service and backwash pumps.

Pilot Specifications

Dimensions and Weights

Parameter	Description
Shipping Dimensions	18' 0" Long x 7' 0" Wide x 9' 1" High
Operating Dimensions	20' 0" Long x 10' 0" Wide x 19' 0" High
Shipping Weight	2,750 pounds
Operating Weight	3,500 pounds

Process Connections

Parameter	Description
Feed Break Tank	¾" GHT
Effluent/Waste Pump	¾" GHT

Site Requirements

- Hard level surface- **Make sure the trailer is level before setup.**
 - Cribbing and/or tire ramping may be placed under the rear wheels to provide side-to-side leveling if the trailer is setup in an unlevel location.
 - For front-to-back leveling, the front of the trailer can be raised or lowered using the trailer jack.
- Power Supply- 230 VAC, 1 phase, 60 Amps, 60 Hz, 4-wire.
 - 40 ft of 4/10 AWG-SOW power cable provided.
- ≥5 gpm feed water @ ~20 psi supplied by customer.
- Potable/tap water from garden hose supplied by customer.
 - Pilot can utilize its produced filtered water for chemical makeup, but external tap water is preferred.
- Drain/waste location up to 5 gpm capacity.





Technical Information

Process Description

The granular media filtration process consists of chemical pretreatment, optional detention time, and solids removal through a media bed. Effective treatment is achieved through optimized chemical dosages, various media configurations, and suitable loading rates.

There are four main categories of chemical pretreatment; aeration, chemical oxidation, coagulation, and polymeric filter aid addition. Aeration involves the introduction of air to the water stream so that the transfer of oxygen occurs. The induced draft aerator operates as a countercurrent process where water is allowed to cascade down over loosely filled packing material while air is forced upward through a top-mounted blower. The packing material allows for greater surface area and mixing between the water and air, resulting in higher gas transfer and efficiency. A pressure aerator can also be used which alters the overall water and air pressure by injecting pressurized air through the water. This effect causes a shift in the dissolved gas' water-gas equilibrium, which will increase the saturation pressure, allowing for a higher dissolved oxygen concentration. Iron and manganese in a soluble form requires oxidation to produce insoluble precipitates that can be filtered. Both the induced draft and the pressure aerator introduce oxygen to achieve oxidation. Oxidation of metals can also be achieved through chemical oxidants such as chlorine and permanganate. Chemical oxidation involves a transfer of electrons from an oxidizer to a soluble species, altering the properties, namely it's solubility.

In some cases, precipitated metals resulting from oxidation are too small to be effectively filtered and a coagulant is introduced. The mechanism of coagulation involves the reduction (or neutralization) of this surface charge on the solids. Once this is accomplished, the particles can agglomerate (floculate) into larger particles and be removed in the treatment system. Another way for the solids to be removed is by adsorption onto floc particles that are formed by the coagulating chemical. Additionally, a polymeric filter aid can be used which bridge the gap between colloidal solids and increase filterability.

Detention time can be described as the amount of time water is held in a container while it is flowing through a process. This detention time can allow any added chemicals sufficient time to react with the substances in the water. Typical chemicals that would require a detention time are oxidants, coagulants, or polymers, while each individual chemical requires its own detention time to be fully utilized. Thus, not all oxidants react at the same rate and the detention time will need to be varied to achieve sufficient treatment and may not be needed at all.

Once the water has undergone pretreatment, the granular media filter removes the precipitated solids. As the water passes down through the media bed, solids are captured through a variety of mechanisms including sedimentation, interception, impaction, and adsorption. Varying media configurations can be used to effectively treat the water. A common variation consists of introducing a degradation of media sizes through the bed. This practice prevents larger solids from blinding off the surfaces of smaller diameter media, but also allows for smaller solids to be captured by the smaller diameter media and increasing effluent water quality.

As solids are captured by the media bed, the interstitial voids between grains becomes smaller. This will increase the velocity of water required to pass through the bed and results in higher pressure loss through the bed (headloss) and a higher potential for breakthrough of solids. Both highloss and solids breakthrough signal the end of a filter a cycle and the need to remove solids through a backwash process. A backwash consists of pumping water up through the bed at rates





Technical Information

which fluidize the grains and release captured in the void spaces. The abrasion between the grains of media during fluidization will also cause any adsorbed solids to release from the grains. Once backwashed, the filter can be put back into service. In some cases, the filter effluent will need to be wasted for a short period of time after a backwash as the media bed resettles.

Process Specifications and Scope

Aeration- Induced Draft Aerator

Parameter	Description
Number of Units	1
Internals	Loose fill
Induced Draft Area	0.08 ft ² (4 in diameter)
Induced Draft Flow Rate	1-5 gpm
Air Blower	6" Fan, plastic centrifugal in-line duct fan
Flow Control	Float valve on aerator influent balances inlet rate to detention tanks with filter flow rates

Aeration- ATOMERATOR

Parameter	Description
Number of Units	1
Air Compressor	1 hp; 110V; 1ph; 60 hz
Aerator Area	0.049 ft ² (3 in diameter)
Aerator Flow Rate	1-5 gpm
Accessories	Air pressure regulator, needle valve, rotameter
Air Release System	¾ in manual valve
Flow Control	Float valve on aerator influent balances inlet rate to detention tanks with filter flow rates

Detention Tanks

Parameter	Description
Minimum Number of Units	1
Maximum Number of Units	3
Tank Dimensions	2' 0" Long x 0' 8" Wide x 2' 6" deep
Effective Tank Volume	20 gallons (adjustable water level as needed)
Detention Time	Variable, depends on loading rate and number of filters





Technical Information

Granular Media Filtration- Vertical Pressure Filters

Parameter	Description
Number of Units	3
Filter Media	Variable
Filter Depth	5' 0" maximum (2' 0" to 2' 6" typical)
Media Retention	Gravel, Media Retaining Nozzle
Filter Area	0.196 ft ² (6 in diameter)
Filter Loading Rate	2-8 gpm/ft ² @ 0.4-1.5 gpm (4 gpm/ft ² standard)
Backwash Water Rate- Air & Water	5 gpm/ft ² @ 10 gpm
Backwash Water Rate	12-15 gpm/ft ² @ 2.4-3.0 gpm (12 gpm/ft ² standard)
Backwash Water Source	Integrated Clearwell- Filtered Water

Ancillary Equipment/Features Scope

Item	Quantity	Description	Brand (or Equal)
Trailer Feed Pump	1	Submersible, ½ HP, 115 VAC, 1 ph	Gould
Filter Feed Pump	3	Centrifugal, ½ HP, 230 VAC, 1 ph	Gould LB0512TE
Backwash Supply Pump	1	Centrifugal, ½ HP, 115 VAC, 1 ph	Gould
Flow Control Valves	3	Flow regulating valves	Kates
Feed Tank	1	150 gallon w/ float valve	-
Waste Tank	1	Open trough	-
Chemical Feed Pump	5	0.5-105 mL/min peristaltic pump	Stenner
Chemical Feed System	3	Day tank, mixer, calibration cylinder, and injection quill	-
Data Logging	1	Standalone data logger	Graphtec GL240
Laboratory	1	Dedicated lab space and equipment for field testing	-

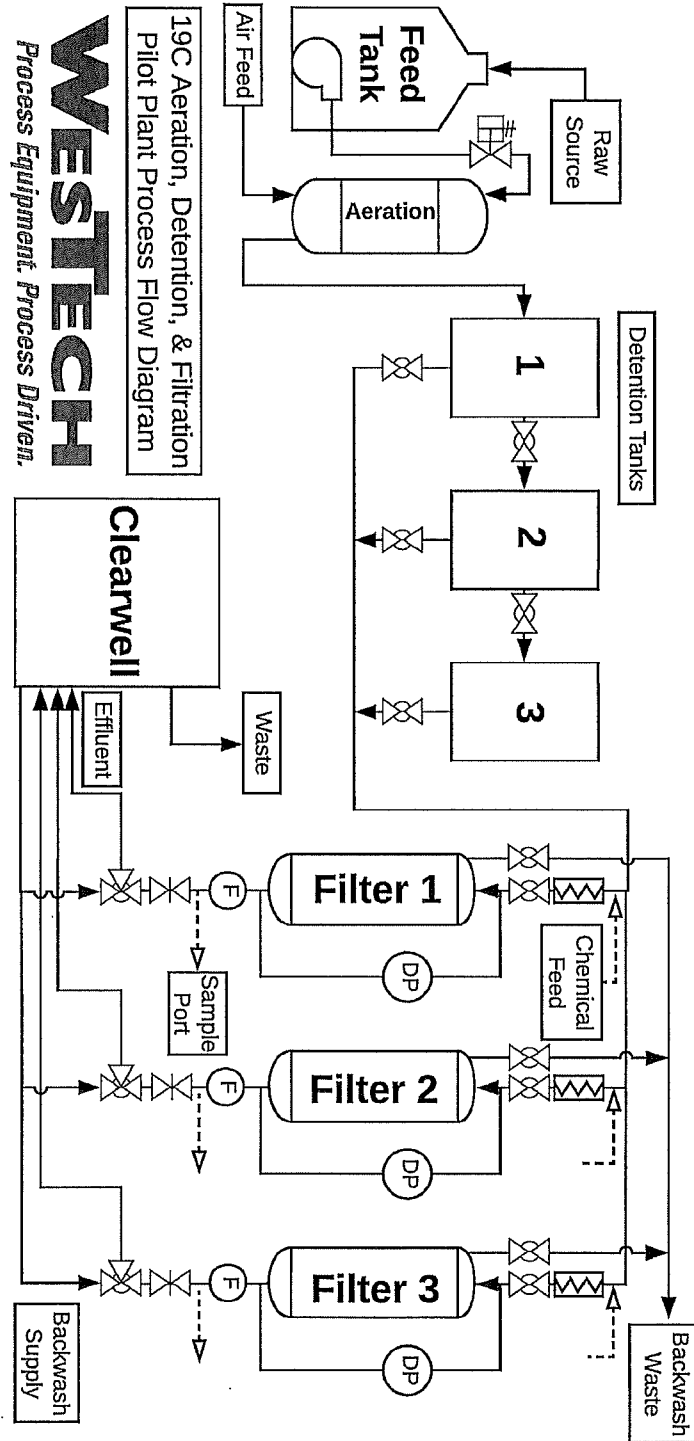
Instrumentation Scope

Item	Quantity	Description	Brand (or Equal)
Flow Meter- Water	3	Filter Effluent	Siemens Mag5000
Flow Meter- Air	1	Rotameter (ATOMERATOR)	King
Pressure Loss	3	Filters	Siemens
Turbidity	1	Single Filter Effluent	Hach 1720E
Spectrophotometer	1	Grab Samples	Hach DR1900



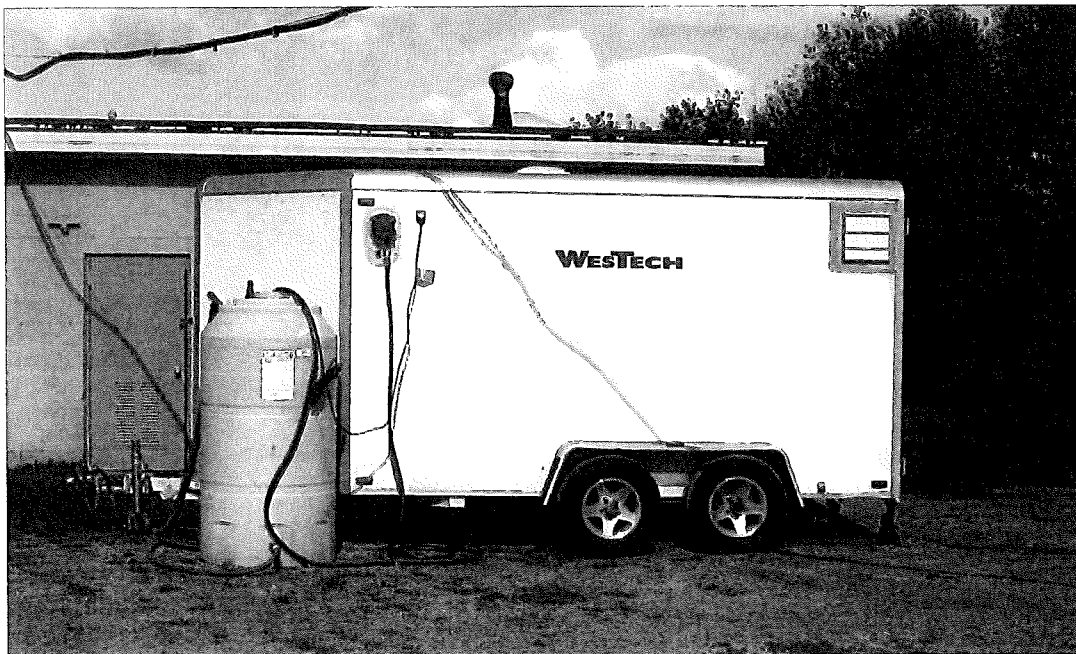
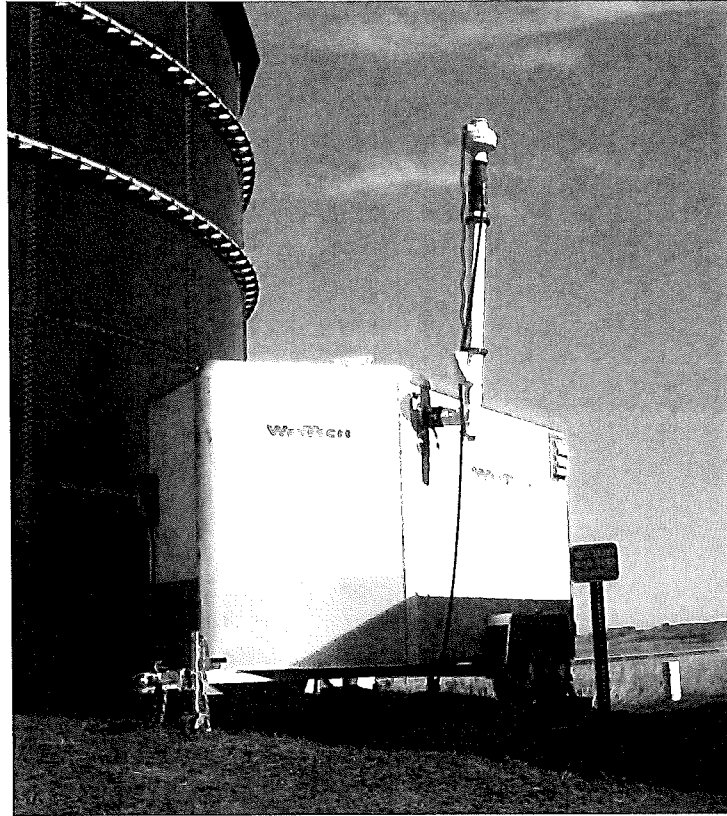


Reference Photos





Reference Photos



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 **SWIRE WATER**



Technical Data Sheet: R190

8



WATER SURPLUS



October 15, 2025

Claudia DeValk, PE
CBS Squared Inc.
770 Technology Way, Suite 1A
Chippewa Falls, WI 54729
(920) 460-9048
cdevalk@cbssquaredinc.com

Subject: Pilot Test Proposal for Mn Removal for the City of Cumberland, WI

Dear Ms. DeValk,

WaterSurplus would like to thank you for the opportunity to provide the enclosed pilot test quotation and rental agreement for the City of Cumberland, WI. The purpose of the proposed pilot test is to:

- Demonstrate the catalytic OxiPlus⁷⁵ and Sand^{Plus} media for manganese reduction;
- Show the operating characteristics of filter operation like backwash rate, run time to exhaustion, and pressure drop characteristics;
- Determine the oxidation effectiveness of ozone and permanganate when used in conjunction with the filter media.
- Establish performance standards at the loading rates and media depths that will be used for a full scale system.

This proposal will outline the pilot test rental equipment WaterSurplus intends to provide. It will also discuss the protocol that will be followed to demonstrate treatment design as well as describe what is expected of both the City of Cumberland and WaterSurplus in order to successfully execute the test.

If you agree to the following test proposal and rental terms, please complete these actions:

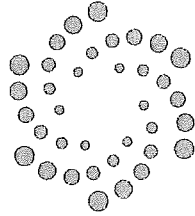
- Fill out the Billing and Shipping information in sections X and XI, respectively
- Sign the agreement (Section XVI) and return this proposal with items listed in Section XII:
 - Initial Payment (as defined in Section IX)
 - Insurance Certificates (property and casualty, liability)
 - W-9
 - Certificate of State Sales Tax Exemption (if applicable)

Once we receive these items, we will confirm the schedule for pilot install and start-up. If you have any questions, or require additional information, please feel free to contact me at your convenience.

Respectfully submitted,

Bryan Kumfer

BRYAN KUMFER
DIRECTOR OF PFAS SOLUTIONS
Mobile 715.527.8793 | Email bryan.kumfer@watersurplus.com
726 Beacon Street, Loves Park, IL 61111 | watersurplus.com



WATER SURPLUS

POWERED BY



MANGANESE REMOVAL PILOT

**PROPOSAL FOR
CITY OF CUMBERLAND, WI**

OCTOBER 15, 2025



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I. PILOT PROJECT PURPOSE

This pilot test will be conducted to confirm the effectiveness of treatment using the OxiPlus^{75™} media and Sand^{Plus™} media. When the pilot test and lab analyses are complete, WaterSurplus will analyze the data and write a report. The final report will include a description of the test, a summary of the data, conclusions on the effectiveness of the treatment, and a recommendation for design. The aim of this pilot test and impending report is to demonstrate a suitable treatment design for approval by state regulatory agencies.

The pilot program will include oxidation using ozone or permanganate followed by filtration with OxiPlus⁷⁵ or Sand^{Plus}. The pilot system is designed to model the surface loading rate of the full-scale system and use the same depths of filter media as the full-scale plant would.

II. FILTRATION MEDIA

OxiPlus⁷⁵ is an adsorptive media that is particularly useful for iron, manganese, arsenic, hydrogen sulfide, and radium removal. Adsorption is a much quicker reaction than traditional oxidation and does not require detention. To maintain efficient reaction rates, sodium hypochlorite is typically chosen as the chemical feed to keep the media in its oxidized state but other oxidizers, such as permanganate and ozone, can be used as well.

Since the adsorption reaction is fast, OxiPlus⁷⁵ media allows for higher treatment rates (2-4x) than what is typically recommended by the Ten States Standards. OxiPlus⁷⁵ media is a naturally mined pyrolusite mineral that consists of about 75% manganese dioxide (MnO₂) by weight. It is crushed to a 20 x 40 mesh. This media is NSF-61 certified material suitable for use in drinking water treatment applications.

This media has been installed in over 500 municipal drinking water treatment facilities across the United States. Loading rates are generally between 5 and 10 gpm/ft² with some plants being designed at rates up to 15 gpm/ft².

Sand^{Plus} is a high purity aluminosilicate media capable of removing particles smaller than 5 microns. This media is a 14x40 mesh product with filtration rates of 2-20 gpm/ft². An oxidant, such as sodium hypochlorite, ozone, or permanganate is required to oxide the contaminant to an insoluble form which can be filtered out using this media. This media is NSF-61 certified material suitable for use in drinking water treatment applications.

III. SITE DETAILS & WATER QUALITY

The water from City of Cumberland, WI will be treated for Mn removal. The well has a flowrate of 750 gpm. The analytical results for the well water are presented in the table below.



Table 1. Water Analytical Results

Analyte	Concentration	Analyte	Concentration
Iron (mg/L)	0.050	Alkalinity (mg/L)	200
Manganese (ug/L)	494 - 827	Hardness (mg/L)	211
pH	7.5	Gross Alpha (pCi/L)	0.457
Turbidity (NTU)	0.30	Radium 226+228 (pCi/L)	2.86

IV. PILOT TEST OBJECTIVES

The test objectives of the pilot test are:

- Confirm the media loading rate and breakthrough by use of the analysis results.
- Conduct as many runs to breakthrough and backwash as possible over the duration of the pilot test (ideally, 3 runs minimum) to confirm there is no change in loading/breakthrough with multiple cycles of treatment. Breakthrough is defined as two consecutive finished/treated samples that exceed half the SMCL for the contaminant. (The SMCLs for Fe and Mn are 0.3 ppm and 0.05 ppm, respectively).
- Confirm the concentration of oxidants (ozone or permanganate) required to oxidize the iron and manganese.
- Verify that the backwash duration is sufficient to produce clear water at the end of the backwash cycle.

V. PILOT SYSTEM

Raw water for the test is obtained via a 1" NPT connection located on the well head piping. This connection supplies both the raw water and the backwash water for the pilot system and should be capable of supplying up to 10 gpm at a minimum of 40 psi. A backflow preventer will be installed to isolate the pilot from the well water. After the backflow preventer, the flow will be split into two separate streams.

For one of the streams, sodium permanganate will be added to the water using a chemical feed tank and chemical feed pump. This mixture will be sent to the pilot system. A picture of the pilot system is presented in Figure 1 below. The pilot skid measures 60" L x 28" wide x 80" high. The connection from the supply to the media pilot system will be made using a 1" hose with cam lock fittings. This connection supplies both the raw water and the backwash water. The inlet manifold will include a chemical feed injection point, an in-line static mixer, and a piping system with valves that allows the columns to be operated/isolated as needed and backwashed when needed. The inlet manifold has valves which can isolate up to 2 columns, allowing a separate source of water to be used within the same pilot system. (Two columns will be used to filter the water treated with permanganate and two columns will be used to filter the water treated by ozone.) Each column has a filter nozzle installed in the bottom of the column to retain the media and 5" of gravel may be added as support media. Each column can be individually backwashed even when the other columns are in normal operation. For each column, there are sample taps before and after each column. The effluent from the columns is piped into a manifold with a 1" camlock fitting.

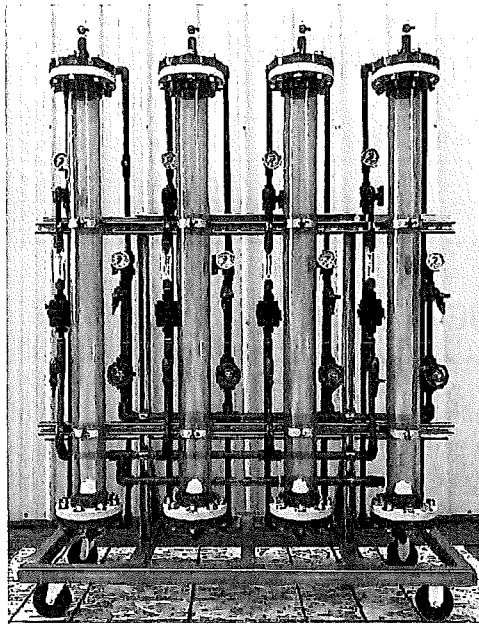


FIGURE 1. MEDIA PILOT SYSTEM

In service mode, water enters at the top of the filter column and flows down through the filter bed (typically 36" depth of adsorption media atop a support bed). There is a basket strainer at the bottom of the column where the treated water collects and then flows out of the bottom to the effluent discharge line. During backwash mode, the flow is reversed using two 3-way valves. The backwash piping and finished water piping use the same diaphragm flow adjustment and isolation. A flow meter is present on the inlet piping to verify the flow rate to each column. A totalizer is also installed to verify the total gallons of water treated for each column. Filtered water and backwash water are piped together and are discharged into a suitable discharge location on-site using a hose.

The second raw water stream will be used to supply an ozone generation system. The system can be adjusted to supply varying amounts of ozone to the water. The ozone will be injected into the water using a venturi. A tank included with the system will allow sufficient time (up to 8 minutes) for proper oxidation of the contaminants. The treated water will be sent to the media pilot described above for filtration and removal of the oxidized contaminants.

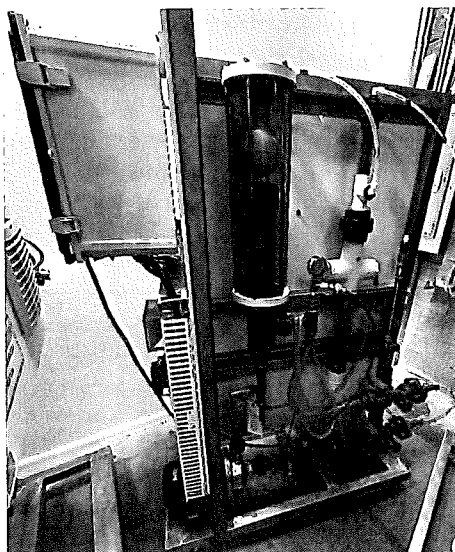


FIGURE 2. OZONE PILOT SYSTEM

The system uses up to four columns with 36" of filtration media in each column. For this testing, all four columns will be used. Different flowrates will be used for the different media and are based on expected surface loading rates of the full scale system. The total flow of the system is expected to be 2.8 gpm when 4 columns are in use (up to 7 gpm if all media are being backwashed).

	Column 1	Column 2	Column 3	Column 4
Diameter (in.)	4	4	4	4
Media	SandPlus	OxiPlus75	SandPlus	OxiPlus75
Oxidant	Permanganate	Permanganate	Ozone	Ozone
Loading Rate (GPM/ft ²)	9.5	6.4	9.5	6.4
Flowrate (GPM)	0.8	0.6	0.8	0.6
Backwash Rate (GPM/ft ²)	15	25	15	25
Flowrate (GPM)	1.3	2.2	1.3	2.2

VI. TESTING PROCEDURES

Each column will treat water in service mode until breakthrough of the target compounds occurs or a pressure drop of >10 psi across the filter bed is measured. Breakthrough is defined as two consecutive finished/treated samples that exceed half the SMCL for the contaminant. (The SMCLs for Fe and Mn are 0.3 ppm and 0.05 ppm, respectively). Additional containments may also be monitored for removal during the pilot test. Appropriate tests should be used for the contaminants. Once breakthrough occurs, the columns will be backwashed and put back into service mode.

During pilot operation, it is preferred that samples be collected and analyzed using field tests every two hours of operation. This will be used to determine the treatment achieved as well as when breakthrough occurs. An estimation of 24 hours of operation will be required before



breakthrough occurs, but this may vary with the water quality. A minimum of 8 hours per day of operation is recommended to minimize the length of time required for testing.

Field data collection should be accomplished using a Hach DR900 or equal. The customer is responsible for supplying the test kit and reagents. The suggested field tests are provided in the Table below. Equivalent test methods may be used.

Water Quality Constituent and Corresponding Hach Test Method	Reagents Required with Hach Item Number(s)
Iron, Total (Method 8008)	FerroVer Iron Reagent power pillows (2105769)
Manganese, Low Range (Method 8149)*	Manganese Reagent set 2651700, includes: Alkaline Cyanide Reagent (2122326) Ascorbic Acid Powder Pillow (1457799) PAN Indicator Solution, 0.1% (2122426)

*if concentration exceeds 0.70 ppm Mn then dilution with DI water (#27256) is required to achieve accurate concentration results

In addition to field data collection, several raw and treated water samples will be sent to an outside lab for iron and manganese analyses. This is important because the lab analyses corroborate the contaminant concentrations measured in the field.



VII. SCOPE OF SUPPLY

Item	WaterSurplus	Customer
MULTIPLE COLUMN PILOT UNIT		
Multicolumn Pilot Unit that includes: - Four 4" diameter x 60" clear PVC column, rated 90 psi - Piping and rack with casters to hold these four pilot columns - Rotameter and totalizer to measure inlet flow for each column - Sample ports, one inlet (post-chem feed), one outlet/treated per column - Two pressure gauges per column, one inlet and one outlet	X	
One O&M Manual	X	
OZONE PILOT UNIT		
Ozone generator capable of generating up to 2 g/hr of ozone	X	
Feed pump (only used if sufficient pressure is not available)	X	
Ozone injection venturi	X	
Reaction tank	X	
CHEMICAL FEED SYSTEM (if needed)		
Peristaltic pump and 7.5 gal HDPE tank for permanganate feed	X	
Sodium permanganate and water to mix into chem tank		X
FILTER MEDIA		
0.25 x .0125 gravel, (inert underbedding)	X	
Filter media, 36" bed depth - OxiPlus⁷⁵ - SandPlus	X	
UTILITY AND ACCESS REQUIREMENTS		
1" NPT connection from the existing well head piping capable of supplying up to 10 GPM.		X
Electrical connection to pilot unit: 1PH, 120V, 60 HZ		X
Drain capacity to accommodate pilot discharge flow (10 gpm max)		X
Space for equipment for multicolumn rig and ozone pilot. If proposed test will not be in environmentally controlled building, a temporary shelter will need to be erected for the unit		X



Item (table continued)	WaterSurplus	Customer
LABOR AND MATERIALS		
Delivery of the pilot system and return shipping to WaterSurplus	X	
Unloading of equipment from delivery truck		X
Installation of the pilot system	X	X
Operator training and initial operation of the pilot system (up to 2 days)	X	
Personnel to run pilot, collect samples, and record data in data log (blank data log provided by WaterSurplus)		X
Test kit and reagents for desired field test		X
Outside lab analysis including sample bottles to collect and send in samples		X
Media removal from pilot and disposal after test is complete		X
Pilot equipment prep for return shipment to WaterSurplus		X
Report including description of equipment, analytical results and interpretation, and recommendations for full scale treatment	X	

VIII. DELIVERY AND INSTALLATION

The multiple column pilot system, ozone pilot, and chemical feed system, associated media, etc. will be shipped out of our Loves Park, IL facility. It will be installed at the site by WaterSurplus with the assistance of the customer personnel. Following installation, WaterSurplus will provide training on pilot operation and data collection procedures. Installation and training usually take up to two days on site depending on site limitations.

WaterSurplus may require up to eight (8) weeks to provide the equipment and schedule a service person depending on availability. If the pilot arrives in a crate, keep crate for return shipping. The customer will be responsible for the cost of replacing any items not returned with the unit.

IX. PRICING

Prices quoted herein are for equipment based on a one-month rental term.

Pilot Study Fee \$22,160

The pricing includes:

- Media Pilot Unit Rental (up to 1 month) and support equipment as outlined in scope of supply
- Shipping and handling-- (Includes shipping to site and return to WaterSurplus)
- System Start-Up -- Includes Travel Time and On-Site Service Time (Estimated 16 hours on site)
- Data Analysis and Pilot Report -Summarize data and provide analysis, tables, and figures of results, and recommendations for a full scale system.

OPTIONAL – If testing is required longer than 1 month, the equipment rental fee will be billed monthly at a rate of \$6,450 per month.

This quote is valid for 60 days. A \$2,000 refundable deposit will be required with initial payment. Pricing is valid for a one-year period starting at receipt of order. Prices for equipment and field service support do not include any sales, use, excise or similar taxes, fees, permits, etc. Equipment rental will begin upon departure of equipment from Loves Park, IL and will end upon return to the WaterSurplus facility.



X. PAYMENT TERMS

WaterSurplus standard payment terms are as follows:

Milestone:	Amount Invoiced:
1. PO to Proceed <i>(includes refundable deposit)</i>	\$12,860
2. Start-Up Completed	\$7,800
3. Report Issued	\$3,500

Payment can be made to WaterSurplus, Inc, PO Box 2668, Loves Park IL 61132. Milestone payments shall be invoiced after completion of milestone and is due NET 30 days from the date of the invoice.

XI. BILLING INFORMATION:

All invoices, included but not limited to initial payment invoices, consumable invoices, freight invoices, on-site services invoices and monthly rental bills will be sent via email to the following the accounts receivable department:

A/R Contact Name, Title: _____

Email Address: _____

Phone Number: _____

Billing Address: _____

XII. SHIPPING INFORMATION

Site Contact Name, Title: _____

Email Address: _____

Phone Number: _____

Shipping Address: _____



XIII. STANDARD TERMS AND CONDITIONS OF PURCHASE

1. **Governing Terms:** Products and/or Services purchased and delivered to WaterSurplus, Inc., a wholly-owned subsidiary of Hawkins, Inc. (hereinafter referred to as "Buyer") from the vendor referenced in this Purchase Order (hereinafter referred to as "Seller") are purchased and accepted only on the Purchase Order and the Standard Terms and Conditions of Purchase (hereinafter referred to as "Terms and Conditions") stipulated herein as well as any additional special provisions that may be stipulated on the face hereof or on any Exhibits attached hereto and made a part hereof. Notwithstanding any terms and conditions on Seller's sales order, the performance of any contract is expressly made conditional on Seller's agreement to Buyer's Terms and Conditions of Purchase stated herein unless otherwise specified in a separate written agreement executed between the Seller and Buyer. In the absence of a separate written agreement, Seller's written approval for the sale of Products and/or Services referenced in this Purchase Order, which Seller warrants and represents is signed by a duly authorized representative, shall be deemed acceptance of Buyer's Terms and Conditions of Purchase. In the absence of a separate written agreement agreed upon between Buyer and Seller, commencement of performance and/or shipment shall be only for Seller's convenience and shall not be deemed or construed to be acceptance of Seller's terms and conditions or any part thereof. If a contract is not previously formed by mutual written agreement, acceptance of any Products and/or Services shall be deemed acceptance of the Terms and Conditions stated herein. All contracts for the purchase of Products and/or Services shall be construed under and governed by the laws of the State of Illinois in a court of competent jurisdiction in Winnebago County, Illinois, USA.
2. **Delivery of Products and/or Services:**
 - A. Seller agrees to supply and deliver the Products and perform the Services, as applicable, on the terms and conditions set forth herein.
 - B. Supplier shall, at its own expense, pack, load, and deliver Products to the Delivery Point and in accordance with the invoicing, delivery terms, shipping, packing, and other instructions printed on the face of the Purchase Order or otherwise provided to Supplier by Buyer in writing. No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges unless provided for in the applicable Purchase Order or otherwise agreed to in writing by Buyer.
 - C. Time is of the essence with respect to delivery of the Products and performance of Services. Products shall be delivered and Services, as applicable, performed by the applicable Delivery Date. Supplier must immediately notify Buyer if Supplier is likely to be unable to meet a Delivery Date. At any time prior to the Delivery Date, Buyer may, upon notice to Supplier, cancel or change a Purchase Order, or any portion thereof, for any reason, including, without limitation, for the convenience of Buyer or due to failure of Supplier to comply with this Agreement, unless otherwise noted.
 - D. Title and risk of loss or damage shall pass to Buyer upon receipt of Products at the Delivery Point, unless otherwise agreed to by the Buyer in writing. Buyer has no obligation to obtain insurance while Products are in transit from Supplier to the Delivery Point.
 - E. Supplier shall follow all instructions of Buyer and cooperate with Buyer's customs broker as directed by Buyer (including by providing requested shipping documentation) with respect to all Products that originate from sources or suppliers based outside the United States. Supplier shall comply with all the requirements of the United States Customs and Border Protection and any other Federal laws or regulations with respect to the Importation of Products from outside the United States.
3. **Inspection; Acceptance and Rejection:**
 - A. All shipments of Products and performance of Services shall be subject to Buyer's right of inspection. Buyer shall have ninety (30) days (the "Inspection Period") following the delivery of the Products at the Delivery Point or performance of the Services to undertake such inspection, and upon such inspection Buyer shall either accept the Products or Services ("Acceptance") or reject them. Buyer shall have the right to reject any Products that are delivered in excess of the quantity ordered or are damaged or defective unless the Buyer agrees in writing to accept the Product in "as-is" condition. In addition, Buyer shall have the right to reject any Products or Services that are not in conformance with the Specifications or any term of this Agreement. Transfer of title to Buyer of Products shall not constitute Buyer's Acceptance of those Products. Buyer shall provide Supplier within the Inspection Period notice of any Products or Services that are rejected, together with the reasons for such rejection. If Buyer does not provide Supplier with any notice of rejection within the Inspection Period, then Buyer will be deemed to have provided Acceptance of such Products or Services. Buyer's inspection, testing, or Acceptance or use of the Products or Services hereunder shall not limit or otherwise affect Supplier's warranty obligations hereunder with respect to the Products or Services, and such warranties shall survive inspection, test, Acceptance and use of the Products or Services.
 - B. Buyer shall be entitled to return rejected Products to Supplier at Supplier's expense and risk of loss for, at Buyer's option, either: (i) full credit or refund of all amounts paid by Buyer to Supplier for the rejected



Products; or (ii) replacement Products to be received within the time period specified by Buyer. Title to rejected Products that are returned to Supplier shall transfer to Supplier upon such delivery and such Products shall not be replaced by Supplier except upon written instructions from Buyer. Supplier shall not deliver Products that were previously rejected on grounds of non-compliance with this Agreement, unless delivery of such Products is approved in advance by Buyer, and is accompanied by a written disclosure of Buyer's prior rejection(s).

4. **Terms and Methods of Payment:** Prices for the Products and/or Services will be set out in the applicable Purchase Order. Price increases or charges not expressly set out in the Purchase Order shall not be effective unless agreed to in advance in writing by Buyer. Supplier will issue all invoices on a timely basis. All invoices delivered by Supplier must meet Buyer's requirements, and at a minimum shall reference the applicable Purchase Order. Buyer will pay the undisputed portion of properly rendered invoices thirty (30) days from the invoice date. Buyer shall have the right to withhold payment of any invoiced amounts that are disputed in good faith until the parties reach an agreement with respect to such disputed amounts and such withholding of disputed amounts shall not be deemed a breach of this Agreement nor shall any interest be charged on such amounts. Notwithstanding the foregoing, Buyer agrees to pay the balance of the undisputed amounts on any invoice that is the subject of any dispute within the time periods specified herein.
5. **Taxes:** Unless otherwise stated in a Purchase Order, all prices or other payments stated in the Purchase Order are exclusive of any taxes. Supplier shall separately itemize all applicable taxes each on each invoice and indicate on each invoice its applicable tax registration number(s). Buyer will pay all applicable taxes to Supplier when the applicable invoice is due. Supplier will remit all applicable taxes to the applicable government authority as required by applicable laws. Notwithstanding any other provision of this Agreement, Buyer may withhold from all amounts payable to Supplier all applicable withholding taxes and to remit those taxes to the applicable governmental authorities as required by applicable laws.
6. **Hazardous Materials:** Supplier agrees to provide, upon and as requested by Buyer, to satisfy any applicable laws governing the use of any hazardous substances either of the following: (a) all reasonably necessary documentation to verify the material composition, on a substance by substance basis, including quantity used of each substance, of any Products, and/or of any process used to make, assemble, use, maintain or repair any Products; or (b) all reasonably necessary documentation to verify that any Products and/or any process used to make, assemble, use, maintain or repair any Products, do not contain, and the Services do not require the use of, any particular hazardous substances specified by Buyer unless otherwise specified in writing by Seller and accepted in writing by Buyer.
7. **Legal Compliance; Workplace Safety:** In carrying out its obligations under the Agreement, including the performance of Services, Supplier shall at all times comply with all applicable federal, state, and municipal laws, regulations, standards, and codes. Supplier shall maintain its workers' compensation insurance in good standing, and provide Buyer with evidence of good standing upon request. Supplier shall obtain all applicable permits, licenses, exemptions, consents and approvals required for the Supplier to manufacture and deliver the Products and perform the Services.
8. **Product/Service/Intellectual/Manufacturer Warranties:**
 - A. **Product Warranties.** Supplier warrants to Buyer that during the Products Warranty Period all Products provided hereunder shall be: (i) of merchantable quality; (ii) fit for the purposes intended; (iii) unless otherwise agreed to by Buyer, new; (iv) free from defects in design, material and workmanship; (v) in strict compliance with the Specifications; (vi) free from any liens or encumbrances on title whatsoever; (vii) in conformance with any samples provided to Buyer; and (viii) compliant with all applicable federal, state, and municipal laws, regulations, standards, and codes.
 - B. **Service Warranties.** Supplier shall perform all Services: (i) exercising that degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced service personnel providing services under the same or similar circumstances as the Services under this Agreement; (ii) in accordance with all Specifications and all Buyer policies, guidelines, by-laws and codes of conduct applicable to Supplier; and (iii) using only personnel with the skills, training, expertise, and qualifications necessary to carry out the Services. Buyer may object to any of the Supplier's personnel engaged in the performance of Services who, in the reasonable opinion of Buyer, are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard or are incompetent or negligent, and the Supplier shall promptly remove such personnel from the performance of any Services upon receipt of such notice, and shall not re-employ the removed person in connection with the Services without the prior written consent of Buyer.
 - C. **Intellectual Property Warranties.** Supplier further warrants to Buyer that at all times all Products and/or Services (including any Deliverables) will not be in violation of or infringe any Intellectual Property Rights of any person or corporation.



- D. **Manufacturer Warranties.** Supplier shall assign to Buyer all manufacturer's warranties for Products not manufactured by or for Supplier, and shall take all necessary steps as required by such third party manufacturers to effect assignment of such warranties to Buyer.
9. **Warranty Remedies:**
- A. In the event of breach of any of the warranties in Section 8.A. or 8.B., and without prejudice to any other right or remedy available to Buyer (including Buyer's indemnification rights hereunder), Supplier will, at Buyer's option and Supplier's expense, refund the purchase price for, or correct or replace the affected Products, or re-perform the affected Services, within 10 day(s) after notice by Buyer to Supplier of warranty breach. All associated costs, including costs of re-performance, costs to inspect the Products and/or Services, transport the Products from Buyer to Supplier, and return shipment to Buyer, and costs resulting from supply chain interruptions, will be borne by Supplier. If Products are corrected or replaced or Services are re-performed, the warranties in Section 8.A. will continue as to the corrected or replaced Products for a further Products Warranty Period commencing on the date of Acceptance of the corrected or replaced Products by Buyer. If Supplier fails to repair or replace the Products within the time periods required above, Buyer may repair or replace the Products at Supplier's expense.
- B. In the event that any Products provided by Supplier to Buyer are subject to a claim or allegation of infringement of Intellectual Property Rights of a third party, Supplier shall, at its own option and expense, without prejudice to any other right or remedy of Buyer (including Buyer's indemnification rights hereunder), promptly provide Buyer with a commercially reasonable alternative, including the procurement for Buyer of the right to continue using the Products in question, the replacement of such Products with a non-infringing alternative satisfactory to Buyer, or the modification of such Products (without affecting functionality) to render them non-infringing.
10. **Confidentiality:** Supplier shall safeguard and keep confidential any and all information relating to Buyer obtained by it or provided to it by Buyer in connection with this Agreement, and shall use such information only for the purposes of carrying out its obligations under this Agreement.
11. **Insurance:** Supplier represents and warrants to Buyer that it has in place with reputable insurers such insurance policies in coverage amounts that would be maintained by a prudent supplier of products and services similar to the Products and Services provided hereunder, including, as applicable, professional errors and omissions liability insurance and comprehensive commercial general liability insurance (including product liability coverage (if applicable to a Product purchase, all-risk contractors' equipment insurance (if applicable to a Service purchase), worker's compensation coverage, and automobile liability insurance). In addition, Supplier will take out and maintain, at its own cost, such insurance policies and coverages as may be reasonably required by Buyer if requested by Buyer in writing. Supplier will promptly deliver to Buyer, as and when requested, written proof of such insurance. If requested in writing by Buyer, Buyer will be named as an additional insured under any such policies. If requested by Buyer in writing, such insurance will provide that it cannot be cancelled, or materially changed so as to affect the coverage provided under this Agreement, without the insurer providing at least 30 days prior written notice to Buyer.
12. **Indemnities:** Supplier shall indemnify, defend and hold harmless Buyer, its Affiliates, and their respective officers, directors, employees, consultants, and agents (the "Buyer Indemnified Parties") from and against any claims, fines, losses, actions, damages, expenses, legal fees and all other liabilities brought against or incurred by the Buyer Indemnified Parties or any of them arising out of: (a) death, bodily injury, or loss or damage to real or tangible personal property resulting from the use of or any actual or alleged defect in the Products and/or Services, or from the failure of the Products and/or Services to comply with the warranties hereunder; (b) any claim that the Products and/or Services infringe or violate the Intellectual Property Rights or other rights of any person; (c) any intentional, wrongful or negligent act or omission of Supplier or any of its Affiliates or subcontractors; (d) Supplier's breach of any of its obligations under this Agreement; or (e) any liens or encumbrances relating to any Products and/or Services.
13. **Limitation of Liability:** EXCEPT FOR SUPPLIER'S OBLIGATIONS UNDER SECTION 12, AND EXCEPT FOR DAMAGES THAT ARE THE RESULT OF THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF A PARTY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFITS, DATA, GOODWILL, OR BUSINESS OPPORTUNITY FOR ANY MATTER RELATING TO THIS AGREEMENT.
14. **Independent Contractors:** Supplier will perform its obligations under the Agreement as an independent contractor and in no way will Supplier or its employees be considered employees, agents, partners, fiduciaries, or joint venturers of Buyer. Supplier and its employees will have no authority to represent Buyer or its Affiliates or bind Buyer or its Affiliates in any way, and neither Supplier nor its employees will hold themselves out as having authority to act for Buyer or its Affiliates.



15. **Severability:** If any provision of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part thereof and all other provisions shall continue in full force and effect.
16. **Waiver:** No waiver of any provision of this Agreement shall be enforceable against that party unless it is in writing and signed by that party.
17. **Assignment:** Supplier may not assign or subcontract this Agreement, in whole or in part, without Buyer's prior written consent. Supplier's permitted assignment or subcontracting of this Agreement or any part thereof will not release Supplier of its obligations under this Agreement, and it will remain jointly and severally liable with the assignee or subcontractor for any obligations assigned or subcontracted. The acts of omissions of any subcontractors of Supplier will be deemed to be the acts and omissions of the Supplier. Buyer may assign this Agreement, in whole or in part, to any Affiliate of Buyer, without the consent of Supplier. This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal personal representatives, heirs, executors, administrators, assigns or successors.
18. **Cumulative Remedies:** Subject to Section 13, the rights and remedies of the Buyer in this Agreement are cumulative and in addition to any other rights and remedies at law or in equity.

XIV. AGREEMENT

The Parties intend this Agreement, with attached Exhibits and Addenda, if any, as a final expression of their agreement and a complete and exclusive statement of its terms. No course of previous dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain or vary any of its terms. No representations, understandings or agreements have been made or relied on in making this Agreement other than those expressly set forth. This Agreement may be modified only by a writing signed by the parties or their duly authorized agents.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date listed below. For purposes of this Agreement, signed facsimiles shall be considered the same as originally signed agreements.

WaterSurplus, Inc.

Customer: _____

Name: _____

Name: _____

Sign: _____

Sign: _____

Title: _____

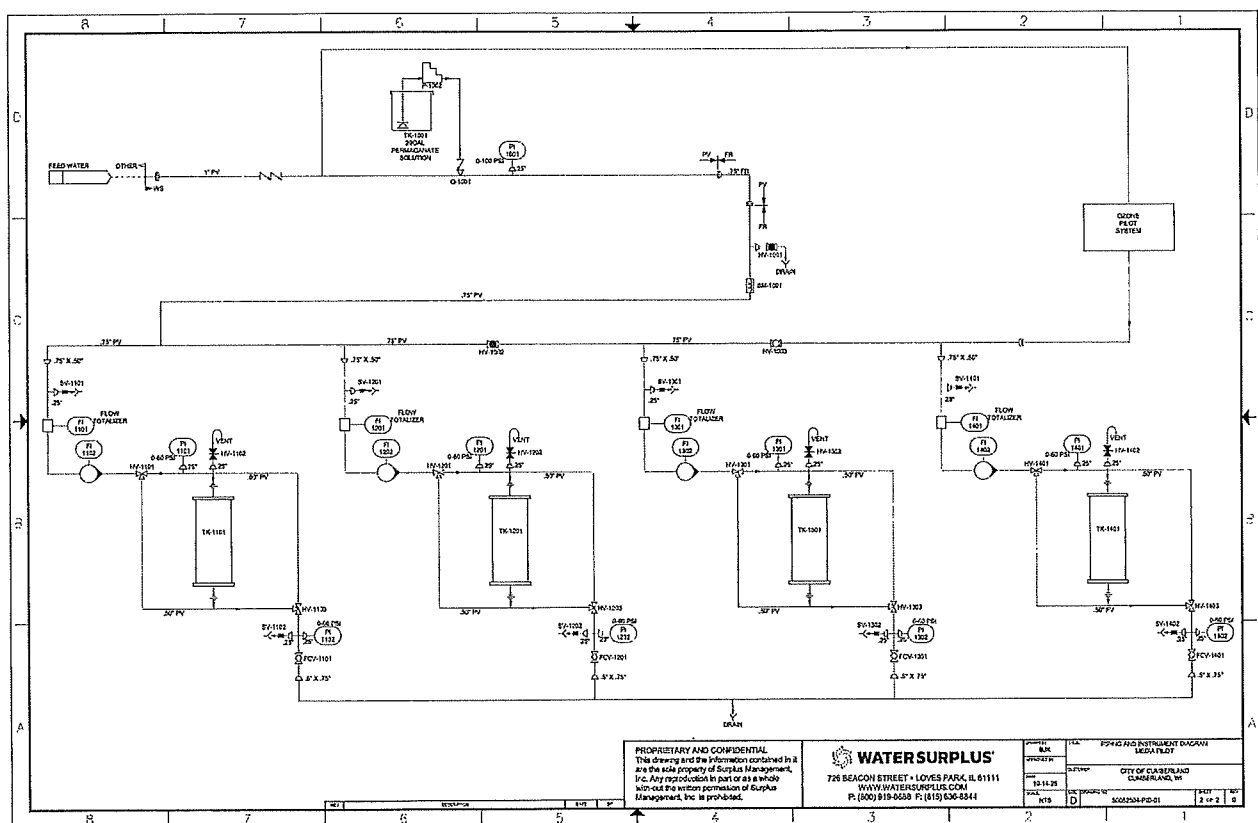
Title: _____

Date: _____

Date: _____

XV. APPENDICES

Pilot P&ID





Date: October 16, 2025

RE: Wastewater Collection Systems Improvements
Cumberland, WI
CBS² CUMBE 18001.04

Arlene Frisinger, Clerk
City of Cumberland
950 1st Avenue
Cumberland, WI 54829

Dear Arlene,

Please find Application for Payment No. 8 from James Peterson Sons, Inc. - Utility Division, N2251 Gibson Drive, Medford, Wisconsin for construction of the above referenced project. The application is in the amount of \$85,082.32 and provides for retainage in accordance with contract documents. We have reviewed the Application for Payment and recommend that payment be made to the contractor.

Work completed from April 19, 2025, through August 15, 2025, includes: Hot Mix Asphalt Pavement, 9-Inch Concrete Collar for Manhole, Allowance for SCADA & Pump Control Panels, and Change Order 03 & 04 Items.

The following is a breakdown of costs for items for water and sanitary sewer.

Non-USDA Sanitary	\$ 12,870.00
Sanitary Sewer	\$ (47,302.55)
Storm Sewer	\$ 0.00
Street	\$ 119,514.87

Please approve and sign the Application for Payment. If you have any questions, please contact me at 920.621.0296.

Sincerely,

Jeff Wolford, PE
Project Manager

770 Technology Way
Chippewa Falls, WI
54729

info@cbssquaredinc.com

cbssquaredinc.com

Contractor's Application for Payment

Owner:	City of Cumberland	Owner's Project No.:	
Engineer:	CBS Squared, Inc.	Engineer's Project No.:	CUMBE 18001.04
Contractor:	James Peterson Sons, Inc. Utility Division	Contractor's Project No.:	
Project:	Wastewater Collection System Improvements: Contract A - Sanitary Sewer and Lift Station Work		
Contract:			
Application No.:	08	Application Date:	10/8/2025
Application Period:	From 4/19/2025	to	8/15/2025

1. Original Contract Price	\$	3,091,189.05
2. Net change by Change Orders	\$	629,794.39
3. Current Contract Price (Line 1 + Line 2)	\$	3,720,983.44
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	3,329,878.36
5. Retainage		
a. 2.5% X \$ 3,329,878.36 Work Completed	\$	83,246.96
b. 5% X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	83,246.96
6. Amount eligible to date (Line 4 - Line 5.c)	\$	3,246,631.40
7. Less previous payments (Line 6 from prior application)	\$	3,161,549.08
8. Amount due this application	\$	85,082.32
9. Balance to finish, including retainage (Line 3 - Line 4, plus 5c)	\$	474,352.04

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

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

Contractor: James Peterson Sons, Inc.

Signature: Wanda Beck

Date: 10/16/2025

Recommended by Engineer

Approved by Owner

By: [Signature]

By: _____

Title: Project Manager

Title: _____

Date: 10/16/2025

Date: _____

Approved by Funding Agency

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Cumberland	Owner's Project No.:	
Engineer:	CBS Squared, Inc.	Engineer's Project No.:	CUMBE 18001.04
Contractor:	James Peterson Sons, Inc. Utility Division	Contractor's Project No.:	
Project:	Wastewater Collection System Improvements: Contract A - Sanitary Sewer and Lift Station Work		
Contract:			

Application No.:	08	Application Period:	From	04/19/25	to	08/15/25	Application Date:				10/08/25				
A	B	C	D	E	F	G	H	I	J	K	L				
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / J) (%)	Balance to Finish (F - J) (\$)				
												Contract Information		Work Completed	
Original Contract															
S01 55 25-01	Maintenance of Traffic	1	LS	\$ 8,000.00	\$ 8,000.00	1.00	\$ 8,000.00		\$ 8,000.00	100%	\$ -				
S01 57 33-01	Application of Water	20	M gal	\$ 100.00	\$ 2,000.00		\$ -		\$ -	0%	\$ 2,000.00				
S01 58 13-01	Project Sign	1	Each	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00		\$ 1,000.00	100%	\$ -				
S01 71 13-01	Mobilization	1	LS	\$ 98,054.00	\$ 98,054.00	1.00	\$ 98,054.00		\$ 98,054.00	100%	\$ -				
S31 11 00-01	Clearing and Grubbing 3rd Avenue Easement by MH100C	1	LS	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00		\$ 2,000.00	100%	\$ -				
S31 23 10-01	Granular Borrow	9,000	CY	\$ 19.88	\$ 178,920.00	3,543.59	\$ 70,446.57		\$ 70,446.57	39%	\$ 108,473.43				
S31 23 33-01	Replacement Backfill	5000	Tons	\$ 14.65	\$ 73,250.00	7,658.00	\$ 112,189.70		\$ 112,189.70	153%	\$ (38,939.70)				
S31 25 10-01	Silt Fence	730	LF	\$ 3.00	\$ 2,190.00	430.00	\$ 1,290.00		\$ 1,290.00	59%	\$ 900.00				
S31 25 10-01	LS3 Wetland - Silt Fence	70	LF	\$ 3.00	\$ 210.00	70.00	\$ 210.00		\$ 210.00	100%	\$ -				
S31 25 10-02	Ditch Check/Erosion Control Log	30	LF	\$ 20.00	\$ 600.00	12.00	\$ 240.00		\$ 240.00	40%	\$ 360.00				
S31 25 10-03	Inlet Protection	22	Each	\$ 150.00	\$ 3,300.00	22.00	\$ 3,300.00		\$ 3,300.00	100%	\$ -				
S31 25 10-04	Erosion Mat	693	SY	\$ 2.00	\$ 1,386.00	3,318.00	\$ 2,636.00		\$ 2,636.00	190%	\$ (1,250.00)				
S31 25 10-04	LS3 Wetland - Erosion Mat	7	SY	\$ 2.00	\$ 14.00	7.00	\$ 14.00		\$ 14.00	100%	\$ -				
S31 25 10-05	Tracking Pad	5	Each	\$ 1,000.00	\$ 5,000.00	3.00	\$ 3,000.00		\$ 3,000.00	60%	\$ 2,000.00				
S32 11 26-01	Crushed Aggregate Base Course	3,491	CY	\$ 39.37	\$ 137,440.67	2,968.50	\$ 116,869.85		\$ 116,869.85	85%	\$ 20,570.82				
S32 11 26-01	LS3 Wetland - Crushed Aggregate Base Course	9	CY	\$ 39.37	\$ 354.33	9.00	\$ 354.33		\$ 354.33	100%	\$ -				
S32 12 18-01	Hot Mix Asphalt Pavement	2394	Ton	\$ 118.83	\$ 284,479.02	1,110.44	\$ 131,953.59		\$ 131,953.59	46%	\$ 152,525.43				
S32 12 18-01	LS3 Wetland - Hot Mix Asphalt Pavement	6	Ton	\$ 118.83	\$ 712.98	6.00	\$ 712.98		\$ 712.98	100%	\$ -				
S32 16 30-01	30 Inch Concrete Curb and Gutter with Base course	800	LF	\$ 64.35	\$ 51,480.00	269.50	\$ 17,342.33		\$ 17,342.33	34%	\$ 34,137.67				
S33 16 40-01	4-inch Concrete Sidewalk with Base course	4,000	SF	\$ 13.70	\$ 54,800.00	4,349.50	\$ 59,588.15		\$ 59,588.15	109%	\$ (4,788.15)				
S33 16 40-02	6-inch Concrete Driveway with Base Course	600	SY	\$ 27.62	\$ 16,572.00	162.04	\$ 4,475.54		\$ 4,475.54	27%	\$ 12,096.46				
S33 16 40-03	9-inch Concrete Collar for Manhole	22	Each	\$ 500.00	\$ 11,000.00	18.00	\$ 9,000.00		\$ 9,000.00	82%	\$ 2,000.00				
S33 16 40-04	Concrete Steps	30	SF	\$ 185.53	\$ 5,565.90	9.20	\$ 1,706.88		\$ 1,706.88	31%	\$ 3,859.02				
S32 92 12-01	Turf Establishment	5,980	SY	\$ 2.02	\$ 12,079.60	5,382.00	\$ 10,871.64		\$ 10,871.64	90%	\$ 1,207.96				
S32 92 12-01	LS3 Wetland - Turf Establishment	20	SY	\$ 2.02	\$ 40.40	20.00	\$ 40.40		\$ 40.40	100%	\$ -				
S33 01 30-01	Sanitary Sewer Telesaving	3,560	LF	\$ 3.50	\$ 12,460.00	3,862.50	\$ 13,518.75		\$ 13,518.75	108%	\$ (1,058.75)				
S33 05 20-01	8-inch PVC Sanitary Sewer Installed by Directional Drilling	280	LF	\$ 165.48	\$ 46,334.40	255.00	\$ 42,197.40		\$ 42,197.40	91%	\$ 4,137.00				
S33 05 20-02	4-inch PVC Sewage Force main Installed by Directional Drilling	330	LF	\$ 100.62	\$ 33,204.60		\$ -		\$ -	0%	\$ 33,204.60				
S33 11 00-01	1-inch Corporation Stop	2	Each	\$ 334.14	\$ 668.28	2.00	\$ 668.28		\$ 668.28	100%	\$ -				
S33 11 00-02	1-inch Copper Water Service Pipe	330	LF	\$ 66.90	\$ 22,077.00	325.00	\$ 21,742.50		\$ 21,742.50	98%	\$ 334.50				
S33 11 00-03	1-inch Curb Stop and Box	2	Each	\$ 885.37	\$ 1,770.74	2.00	\$ 1,770.74		\$ 1,770.74	100%	\$ -				
S33 31 00-01	4-foot Concrete Manhole	21	Each	\$ 5,306.56	\$ 111,437.76	19.00	\$ 100,824.64		\$ 100,824.64	90%	\$ 10,613.12				
S33 31 00-02	Excess Manhole Depth over 8 feet	60	VF	\$ 663.32	\$ 39,799.20	60.00	\$ 39,799.20		\$ 39,799.20	100%	\$ -				
S33 31 00-03	8-inch PVC Sanitary Sewer Installed by trenching	3550	LF	\$ 100.90	\$ 358,195.00	3,607.50	\$ 363,996.75		\$ 363,996.75	102%	\$ (5,801.75)				
S33 31 00-04	Connect to Existing Sanitary Sewer	8	Each	\$ 1,639.17	\$ 13,113.36	9.00	\$ 14,752.53		\$ 14,752.53	113%	\$ (1,639.17)				
S33 31 00-05	Connection to Existing Sanitary Sewer Manhole	1	Each	\$ 3,764.00	\$ 3,764.00	1.00	\$ 3,764.00		\$ 3,764.00	100%	\$ -				
S33 31 00-06	Inside Manhole Drop Pipe Assembly	2	Each	\$ 5,230.40	\$ 10,460.80	2.00	\$ 10,460.80		\$ 10,460.80	100%	\$ -				
S33 31 00-07	8x4 Inch Service Wye	48	Each	\$ 139.00	\$ 6,672.00	45.00	\$ 6,255.00		\$ 6,255.00	94%	\$ 417.00				
S33 31 00-08	8x6 Inch Service Wye	3	Each	\$ 190.82	\$ 572.46	18.00	\$ 3,434.76		\$ 3,434.76	600%	\$ (2,862.30)				
S33 31 00-09	4-inch Sanitary Sewer Lateral	1500	LF	\$ 80.75	\$ 121,125.00	1,327.50	\$ 107,195.63		\$ 107,195.63	89%	\$ 13,929.37				
S33 31 00-10	6-inch Sanitary Sewer Lateral	110	LF	\$ 84.41	\$ 9,285.10	340.00	\$ 28,699.40		\$ 28,699.40	309%	\$ (19,414.30)				
S33 31 00-11	4-inch Sanitary Sewer Lateral Riser Pipe	60	LF	\$ 80.75	\$ 4,845.00	130.50	\$ 10,537.88		\$ 10,537.88	218%	\$ (5,692.88)				
S33 31 00-12	6-inch Sanitary Sewer Lateral Riser Pipe	20	LF	\$ 84.41	\$ 1,688.20	42.00	\$ 3,545.22		\$ 3,545.22	210%	\$ (1,857.02)				

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Cumberland	Owner's Project No.:									
Engineer:	CBS Squared, Inc.	Engineer's Project No.:	CUMBE 18001.04								
Contractor:	James Peterson Sons, Inc. Utility Division	Contractor's Project No.:									
Project:	Wastewater Collection System Improvements: Contract A - Sanitary Sewer and Lift Station Work										
Contract:											
Application No.:	08	Application Period: From 04/19/25 to 08/15/25	Application Date: 10/08/25								
A	B	C	D	E	F	G	H	I	J	K	L
Bld Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bld Item (C X E) (\$)	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
						Estimated Quantity Incorporated In the Work	Value of Work Completed to Date (E X G) (\$)				
S33 31 00-13	Remove and Replace Concrete Flowline in Existing Manhole	2	Each	\$ 3,315.00	\$ 6,630.00	1.00	\$ 3,315.00		\$ 3,315.00	50%	\$ 3,315.00
S33 31 00-14	MH624 Including all connections	1	LS	\$ 10,139.33	\$ 10,139.33		\$ -		\$ -	0%	\$ 10,139.33
S33 31 00-15	MH620 Including all connections	1	LS	\$ 4,186.60	\$ 4,186.60	1.00	\$ 4,186.60		\$ 4,186.60	100%	\$ -
S33 31 00-16	Including all connections	1	LS	\$ 4,189.60	\$ 4,189.60	1.00	\$ 4,189.60		\$ 4,189.60	100%	\$ -
S33 31 00-17	connections, and Sewer Pipe	1	LS	\$ 7,850.91	\$ 7,850.91	1.00	\$ 7,850.91		\$ 7,850.91	100%	\$ -
S33 31 00-18	and sewer pipe	1	LS	\$ 5,793.94	\$ 5,793.94	1.00	\$ 5,793.94		\$ 5,793.94	100%	\$ -
S33 31 00-19	Remove Existing Manhole 100A In 3rd Street Easement and reconnect 8 Inch Sanitary Sewer together	1	LS	\$ 2,191.67	\$ 2,191.67	1.00	\$ 2,191.67		\$ 2,191.67	100%	\$ -
S33 31 00-20	Abandon Manhole 120A	1	LS	\$ 2,000.00	\$ 2,000.00		\$ -		\$ -	0%	\$ 2,000.00
S33 31 00-21	Sand Slurry for Sanitary Sewer Pipe Abandonment	60	CY	\$ 250.00	\$ 15,000.00		\$ -		\$ -	0%	\$ 15,000.00
S33 32 15-01	Sewage Lift Station 1 Demolition Work	1	LS	\$ 4,474.73	\$ 4,474.73	1.00	\$ 4,474.73		\$ 4,474.73	100%	\$ -
S33 32 15-02	Sewage Lift Station 3 Renovation Work	0.97140546	LS	\$ 259,052.95	\$ 251,645.45	0.97140545	\$ 251,645.45		\$ 251,645.45	100%	\$ -
S33 32 15-02	LS3 Wetland - Sewage Lift Station 3 Renovation Work	0.02859454	LS	\$ 259,052.95	\$ 7,407.50	0.02859453	\$ 7,407.50		\$ 7,407.50	100%	\$ -
S33 32 15-04	Sewage Lift Station 7 Renovation Work	1	LS	\$ 333,950.56	\$ 333,950.56	1.00	\$ 333,950.56		\$ 333,950.56	100.000%	\$ -
S33 32 15-06	Sewage Lift Station 13 Renovation Work	1	LS	\$ 275,330.42	\$ 275,330.42	1.00	\$ 275,330.42		\$ 275,330.42	100%	\$ -
S33 32 15-07	Sewage Lift Station 14 Demolition Work	1	LS	\$ 12,511.40	\$ 12,511.40	1.00	\$ 12,511.40		\$ 12,511.40	100%	\$ -
S33 34 00-01	Station 7	1	LS	\$ 4,022.57	\$ 4,022.57	1.00	\$ 4,022.57		\$ 4,022.57	100%	\$ -
S33 34 00-02	MH624	1	LS	\$ 4,022.57	\$ 4,022.57		\$ -		\$ -	0%	\$ 4,022.57
S33 34 00-03	2-Inch Thick Rigid Insulation	640	SF	\$ 3.00	\$ 1,920.00	96.00	\$ 288.00		\$ 288.00	15%	\$ 1,632.00
S01 21 00-02	Allowance for SCADA & Pump control panels	1	LS	\$ 370,000.00	\$ 370,000.00	1.00000000	\$ 370,000.00		\$ 370,000.00	100%	\$ -
S01 21 00-02	Allowance for Prefabricated Building for Lift Station 7	1	LS	\$ 20,000.00	\$ 20,000.00		\$ -		\$ -	0.000%	\$ 20,000.00
Original Contract Totals					\$ 8,091,189.05		\$ 2,715,617.79	\$ -	\$ 2,715,617.79	88%	\$ 375,571.26

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Cumberland	Owner's Project No.:	
Engineer:	CBS Squared, Inc.	Engineer's Project No.:	CUMBE 18001.04
Contractor:	James Peterson Sons, Inc. Utility Division	Contractor's Project No.:	
Project:	Wastewater Collection System Improvements: Contract A - Sanitary Sewer and Lift Station Work		
Contract:			

Application No.:	08	Application Period:	From	04/19/25	to	08/15/25	Application Date:				10/08/25
A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information			Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)	
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work					Value of Work Completed to Date (E X G) (\$)
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
Change Orders											
S33 01 30-A1-02	Sewage Lift Station 5 Work as shown on L001	1	LS	\$ 1,848.00	\$ 1,848.00	1.00	\$ 1,848.00		\$ 1,848.00	100%	\$ -
S33 01 30-A1-03	Sewage Lift Station 8 work shown on L001	1	LS	\$ 28,028.50	\$ 28,028.50	1.00	\$ 28,028.50		\$ 28,028.50	100%	\$ -
S33 01 30-A1-05	Sewage Lift Station 16 Work as shown on L001	1	LS	\$ 1,848.00	\$ 1,848.00	1.00	\$ 1,848.00		\$ 1,848.00	100%	\$ -
CO 02-Item 1	8" Sanitary Sewer	670	LF	\$ 115.50	\$ 77,385.00	692.00	\$ 79,926.00		\$ 79,926.00	103%	\$ (2,541.00)
CO 02-Item 2	Connection to Existing Sanitary	4	EA	\$ 1,575.00	\$ 6,300.00	5.00	\$ 7,875.00		\$ 7,875.00	125%	\$ (1,575.00)
CO 02-Item 3	6" Sanitary Sewer to Hospital	200	LF	\$ 105.00	\$ 21,000.00	200.00	\$ 21,000.00		\$ 21,000.00	100%	\$ -
CO 02-Item 4	Connection to Existing Service - Special Charge	3	EA	\$ 2,625.00	\$ 7,875.00	3.00	\$ 7,875.00		\$ 7,875.00	100%	\$ -
CO 02-Item 5	Remove Manholes	7	EA	\$ 1,320.00	\$ 9,240.00	4.00	\$ 5,280.00		\$ 5,280.00	57%	\$ 3,960.00
CO 02-Item 6	Remove Concrete Pavement	1	LS	\$ 8,400.00	\$ 8,400.00	1.00	\$ 8,400.00		\$ 8,400.00	100%	\$ -
CO 02-Item 7	Mobilization	1	LS	\$ 3,675.00	\$ 3,675.00	1.00	\$ 3,675.00		\$ 3,675.00	100%	\$ -
CO 03-CB01-1	Quality Control	1	LS	\$ 1,680.00	\$ 1,680.00	1.00	\$ 1,680.00		\$ 1,680.00	100%	\$ -
CO 03-CB01-2	Maintenance of Traffic	1	LS	\$ 500.00	\$ 500.00	1.00	\$ 500.00		\$ 500.00	100%	\$ -
CO 03-CB01-3	Remove Pavement	2920	SY	\$ 2.45	\$ 7,154.00	2,920.00	\$ 7,154.00		\$ 7,154.00	100%	\$ -
CO 03-CB01-6	Remove Sidewalk	3600	SF	\$ 0.40	\$ 1,440.00	3,600.00	\$ 1,440.00		\$ 1,440.00	100%	\$ -
CO 03-CB01-7	Remove Curb and Gutter	360	LF	\$ 1.50	\$ 540.00	360.00	\$ 540.00		\$ 540.00	100%	\$ -
CO 03-CB01-8	Remove Retaining Wall	38	LF	\$ 68.00	\$ 2,584.00		\$ -		\$ -	0%	\$ 2,584.00
CO 03-CB01-9	Remove Guard Rail	38	LF	\$ 15.75	\$ 598.50	38.00	\$ 598.50		\$ 598.50	100%	\$ -
CO 03-CB01-10	Salvage and Reinstall Railing	45	LF	\$ 41.50	\$ 1,867.50	45.00	\$ 1,867.50		\$ 1,867.50	100%	\$ -
CO 03-CB01-11	Common Excavation	1206	CY	\$ 22.73	\$ 27,412.38	1,206.00	\$ 27,412.38		\$ 27,412.38	100%	\$ -
CO 03-CB01-12	Inlet Protection	5	EA	\$ 160.00	\$ 800.00	5.00	\$ 800.00		\$ 800.00	100%	\$ -
CO 03-CB01-13	Tracking Pad	1	EA	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00		\$ 1,000.00	100%	\$ -
CO 03-CB01-14	Crushed Aggregate Base Course	910	CY	\$ 29.66	\$ 26,990.60	910.00	\$ 26,990.60		\$ 26,990.60	100%	\$ -
CO 03-CB01-15	Hot Mix Asphalt Pavement Surface	345	Tons	\$ 105.44	\$ 36,376.80	450.00	\$ 47,448.00		\$ 47,448.00	130%	\$ (11,071.20)
CO 03-CB01-16	Hot Mix Asphalt Pavement Binder	345	Tons	\$ 115.59	\$ 39,878.55	494.75	\$ 57,188.15		\$ 57,188.15	143%	\$ (17,309.60)
CO 03-CB01-17	Adjust Inlet	1	EA	\$ 728.74	\$ 728.74		\$ -		\$ -	0%	\$ 728.74
CO 03-CB01-19	Adjust Gate Valve	4	EA	\$ 350.00	\$ 1,400.00	4.00	\$ 1,400.00		\$ 1,400.00	100%	\$ -
CO 03-CB01-21	30-Inch Concrete Club and Gutter Type D	870	LF	\$ 49.54	\$ 43,099.80	920.00	\$ 45,576.80		\$ 45,576.80	106%	\$ (2,477.00)
CO 03-CB01-22	Driveway Type Curb and Gutter 1.5"	70	LF	\$ 49.54	\$ 3,467.80	70.00	\$ 3,467.80		\$ 3,467.80	100%	\$ -
CO 03-CB01-23	6" Concrete Sidewalk with 6-Inch Aggregate Base	290	SF	\$ 10.11	\$ 2,931.90	344.00	\$ 3,477.84		\$ 3,477.84	119%	\$ (545.94)
CO 03-CB01-24	4" Concrete Sidewalk with 6-Inch Aggregate Base	3530	SF	\$ 8.95	\$ 31,593.50	318.00	\$ 2,846.10		\$ 2,846.10	9%	\$ 28,747.40
CO 03-CB01-25	Concrete Diamond	6	EA	\$ 1,790.44	\$ 10,742.64	6.00	\$ 10,742.64		\$ 10,742.64	100%	\$ -
CO 03-CB01-26	Retaining Wall	405	SF	\$ 56.49	\$ 22,878.45	119.33	\$ 6,740.95		\$ 6,740.95	29%	\$ 16,137.50
CO 03-CB01-27	Retaining Wall Footing	50	LF	\$ 52.50	\$ 2,625.00		\$ -		\$ -	0%	\$ 2,625.00
CO 03-CB01-28	Turf Establishment	1	LS	\$ 14,950.28	\$ 14,950.28	1.00	\$ 14,950.28		\$ 14,950.28	100%	\$ -
CO 03-CB01-29	Adjust Curb Stop	3	EA	\$ 150.00	\$ 450.00	3.00	\$ 450.00		\$ 450.00	100%	\$ -
CO 03-CB01-30	Abandon Curb Stop	1	EA	\$ 150.00	\$ 150.00	1.00	\$ 150.00		\$ 150.00	100%	\$ -
CO 03-CB01-31	Gate Valve Top	3	EA	\$ 250.00	\$ 750.00	3.00	\$ 750.00		\$ 750.00	100%	\$ -
CO 03-CB02-01	Quality Control	1	LS	\$ 1,680.00	\$ 1,680.00	1.00	\$ 1,680.00		\$ 1,680.00	100%	\$ -
CO 03-CB02-02	Maintenance of Traffic	1	LS	\$ 500.00	\$ 500.00	1.00	\$ 500.00		\$ 500.00	100%	\$ -
CO 03-CB02-03	Remove Pavement	4092	SY	\$ 2.45	\$ 10,025.40	4,092.00	\$ 10,025.40		\$ 10,025.40	100%	\$ -
CO 03-CB02-06	Remove Sidewalk	60	SF	\$ 0.40	\$ 24.00	60.00	\$ 24.00		\$ 24.00	100%	\$ -

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Cumberland	Owner's Project No.:									
Engineer:	CBS Squared, Inc.	Engineer's Project No.:	CUMBE 18001.04								
Contractor:	James Peterson Sons, Inc. Utility Division	Contractor's Project No.:									
Project:	Wastewater Collection System Improvements: Contract A - Sanitary Sewer and Lift Station Work	Contractor's Project No.:									
Contract:											
Application No.:	08	Application Period: From 04/19/25 to 08/15/25	Application Date: 10/08/25								
A	B	C	D	E	F	G	H	I	J	K	L
Bld Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bld Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
CO 03-CB02-07	Remove Curb and Gutter	1326	LF	\$ 1.50	\$ 1,989.00	1,326.00	\$ 1,989.00		\$ 1,989.00	100%	\$ -
CO 03-CB02-11	Common Excavation	1180	CY	\$ 22.73	\$ 26,821.40	1,180.00	\$ 26,821.40		\$ 26,821.40	100%	\$ -
CO 03-CB02-12	Inlet Protection	3	EA	\$ 160.00	\$ 480.00	3.00	\$ 480.00		\$ 480.00	100%	\$ -
CO 03-CB02-13	Tracking Pad	2	EA	\$ 1,000.00	\$ 2,000.00	1.00	\$ 1,000.00		\$ 1,000.00	50%	\$ 1,000.00
CO 03-CB02-14	Crushed Aggregate Base Course	866	CY	\$ 29.66	\$ 25,685.56	866.00	\$ 25,685.56		\$ 25,685.56	100%	\$ -
CO 03-CB02-15	Hot Mix Asphalt Pavement Surface	313	Tons	\$ 105.44	\$ 33,002.72	328.26	\$ 34,611.73		\$ 34,611.73	105%	\$ (1,609.01)
CO 03-CB02-16	Hot Mix Asphalt Pavement - Binder	313	Tons	\$ 131.00	\$ 41,003.00	324.74	\$ 42,540.94		\$ 42,540.94	104%	\$ (1,537.94)
CO 03-CB02-21	30-Inch Concrete Curb and Gutter Type D	1213	LF	\$ 28.99	\$ 35,164.87	1,349.00	\$ 39,107.51		\$ 39,107.51	111%	\$ (3,942.64)
CO 03-CB02-22	Driveway Type Curb and Gutter 2.5"	175	LF	\$ 28.99	\$ 5,073.25	70.00	\$ 2,029.30		\$ 2,029.30	40%	\$ 3,043.95
CO 03-CB02-23	6" Concrete Sidewalk with 6-Inch Aggregate Base	320	SF	\$ 15.01	\$ 4,803.20	360.00	\$ 5,403.60		\$ 5,403.60	113%	\$ (600.40)
CO 03-CB02-24	4" Concrete Sidewalk with 6-Inch Aggregate Base	60	SF	\$ 13.84	\$ 830.40	66.00	\$ 913.44		\$ 913.44	110%	\$ (83.04)
CO 03-CB02-28	Turf Establishment	1	LS	\$ 14,950.28	\$ 14,950.28	1.00	\$ 14,950.28		\$ 14,950.28	100%	\$ -
CO 04-1	Remove Lift Station #6 and Lift Station #12 SCADA upgrades from Scope and add Lift Station #6 and Lift Station #12 SCADA RTU monitoring panel.	1	LS	\$ (110,900.00)	\$ (110,900.00)	1.00	\$ (110,900.00)		\$ (110,900.00)	100%	\$ -
CO 04-2	4" Sanitary Sewer at Hospital	120	LF	\$ 110.00	\$ 13,200.00	120.00	\$ 13,200.00		\$ 13,200.00	100%	\$ -
CO 04-3	Insulation at Hospital	1	LS	\$ 1,650.00	\$ 1,650.00	1.00	\$ 1,650.00		\$ 1,650.00	100%	\$ -
CO 04-4	Detectable Warning Field	10	SF	\$ 57.50	\$ 575.00	10.00	\$ 575.00		\$ 575.00	100%	\$ -
CO 04-5	Detectable Warning Field Radial	48	SF	\$ 69.00	\$ 3,312.00	48.00	\$ 3,312.00		\$ 3,312.00	100%	\$ -
CO 04-6	Winter Curb Ramping and Removal	1	LS	\$ 13,860.00	\$ 13,860.00	1.00	\$ 13,860.00		\$ 13,860.00	100%	\$ -
CO 04-7	Remove Curb	20	LF	\$ 37.50	\$ 750.00	20.00	\$ 750.00		\$ 750.00	100%	\$ -
CO 04-8	Concrete Curb & Gutter 30"	20	LF	\$ 61.36	\$ 1,227.20	20.00	\$ 1,227.20		\$ 1,227.20	100%	\$ -
CO 04-9	Concrete Sidewalk 4"	495	SF	\$ 12.46	\$ 6,167.70	495.00	\$ 6,167.70		\$ 6,167.70	100%	\$ -
CO 04-10	Detectable Warning Field	10	SF	\$ 50.00	\$ 500.00	10.00	\$ 500.00		\$ 500.00	100%	\$ -
CO 04-11	Concrete Stairs (No Foundation)	28	SF	\$ 341.43	\$ 9,560.04	28.00	\$ 9,560.04		\$ 9,560.04	100%	\$ -
CO 04-12	Pipe Railing	13	LF	\$ 351.36	\$ 4,567.68	13.00	\$ 4,567.68		\$ 4,567.68	100%	\$ -
CO 04-13	STH 48 4MT Upgrade	272.44	Tons	\$ 114.16	\$ 31,101.75	272.44	\$ 31,101.75		\$ 31,101.75	100%	\$ -
Change Order Totals					\$ 629,794.39		\$ 614,260.57	\$ -	\$ 614,260.57	98%	\$ 15,533.82
Original Contract and Change Orders											
Project Totals					\$ 8,720,983.44		\$ 8,329,878.36	\$ -	\$ 8,329,878.36	89%	\$ 391,105.08

Application for Payment	Account Allocation with Retainage				
Payment No.	Non-USDA Sanitary	Sanitary	Storm Sewer	Street	Total Accounts Allocation
AFP#1	\$ -	\$ 16,625.00	\$ -	\$ -	\$ 16,625.00
AFP#2	\$ -	\$ 450,692.57	\$ -	\$ -	\$ 450,692.57
AFP#3	\$ -	\$ 774,624.95	\$ -	\$ -	\$ 774,624.95
AFP#4	\$ -	\$ 254,507.74	\$ -	\$ 128,554.80	\$ 383,062.54
AFP#5 - Work Completed	\$ 7,607.17	\$ 484,618.75	\$ -	\$ 203,573.85	\$ 695,799.77
AFP #5 - 2.5% Retainage Released	\$ -	\$ 39,380.27	\$ -	\$ 3,383.02	\$ 42,763.29
AFP #5 - Total	\$ 7,607.17	\$ 523,999.02	\$ -	\$ 206,956.87	\$ 738,563.06
AFP#6	\$ 218.40	\$ 555,834.66	\$ -	\$ 28,109.46	\$ 584,162.52
AFP#7	\$ 695.16	\$ 195,642.28	\$ -	\$ 17,481.00	\$ 213,818.44
AFP#8	\$ 12,870.00	\$ (47,302.55)	\$ -	\$ 119,514.87	\$ 85,082.32
Total	\$ 21,390.73	\$ 2,724,623.67	\$ -	\$ 500,617.00	\$ 3,246,631.40

Application for Payment	Account Allocation without Retainage				
Payment No.	Non-USDA Sanitary	Sanitary	Storm Sewer	Street	Total Accounts Allocation
AFP#1	\$ -	\$ 17,500.00	\$ -	\$ -	\$ 17,500.00
AFP#2	\$ -	\$ 474,413.23	\$ -	\$ -	\$ 474,413.23
AFP#3	\$ -	\$ 815,394.69	\$ -	\$ -	\$ 815,394.69
AFP#4	\$ -	\$ 267,902.88	\$ -	\$ 135,320.84	\$ 403,223.72
AFP#5	\$ 7,802.23	\$ 497,044.87	\$ -	\$ 208,793.69	\$ 713,640.79
AFP#6	\$ 224.00	\$ 570,086.83	\$ -	\$ 28,830.21	\$ 599,141.05
AFP#7	\$ 712.98	\$ 200,658.75	\$ -	\$ 17,929.23	\$ 219,300.96
AFP#8	\$ 13,200.00	\$ (48,515.44)	\$ -	\$ 122,579.35	\$ 87,263.92
Total	\$ 21,939.21	\$ 2,794,485.82	\$ -	\$ 513,453.33	\$ 3,329,878.35

Wastewater Collection System Improvements: Contract A - Sanitary Sewer and Lift Station Work
Calculation of Application of Payment Costs Between Infrastructure Accounts

										Contract W/L Unit Price		Quantity for A/P 77	Wastewater Sewer A/P 77		Sewer Sewer A/P 77		Storm Sewer A/P 77		Storm A/P 77					
Item No.		Unit	Est. Qty	Est./Unit Price		Bid Price	Quantity for A/P 77	Total with L&M	L&M	Total	Quantity	Total	Quantity	Total with L&M	L&M	Total	Quantity	Total with L&M	L&M	Total				
02-03-01	Maintenance of Traffic	LS	1	\$	6,000.00	\$	6,000.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-02	Application of Water	Wt	20	\$	1,000.00	\$	1,000.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-03	Project Sign	LS	1	\$	1,000.00	\$	1,000.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-04	Mobilization	LS	1	\$	2,000.00	\$	2,000.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-05	Clearing and Grubbing 3rd Avenue Extension by SH/DMC	LS	1	\$	3,000.00	\$	3,000.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-06	Grassier Barrow	CF	8,000	\$	1.81	\$	14,480.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-07	Lightpole Mast Road	Time	5,000	\$	1.43	\$	7,150.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-08	Site Fence	LF	750	\$	3.00	\$	2,250.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-09	SS Wetland - Site Fence	LF	75	\$	3.00	\$	225.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-10	Onch Creek/Onion Control Log	LF	30	\$	20.00	\$	600.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-11	Wet Protection	Each	20	\$	10.00	\$	200.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-12	Gravel Pad	Each	100	\$	2.00	\$	200.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-13	SS Wetland - Embankment	Each	1	\$	2.00	\$	2.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-14	Trailing Pad	Each	1	\$	1,000.00	\$	1,000.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-15	Crossed Aggregate Base Course	CF	3,481	\$	3.87	\$	13,468.87	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-16	SS Wetland - Crossed Aggregate Base Course	CF	5	\$	3.87	\$	19.35	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-17	Hot Mix Asphalt Pavement	Time	3,314	\$	11.81	\$	39,179.03	31.41	0.0000	\$	-	31.4100	\$	371.16	6,311.82	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-
02-03-18	SS Wetland - Hot Mix Asphalt Pavement	Time	4	\$	11.81	\$	47.24	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-19	30 Inch Concrete Curb & Gutter with Base course	LF	875	\$	6.35	\$	5,556.25	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-20	4 Inch Concrete Sidewalk with Base course	LF	4,000	\$	1.70	\$	6,800.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-21	4 Inch Concrete Sidewalk with Base course	LF	400	\$	1.70	\$	680.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-22	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-23	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-24	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-25	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-26	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-27	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-28	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-29	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-30	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-31	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-32	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-33	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-34	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-35	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-36	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-37	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-38	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-39	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-40	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-41	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-42	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-43	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-44	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-45	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-46	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-47	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-48	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-49	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-50	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-51	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-52	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-53	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-54	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-55	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-56	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-57	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-58	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-59	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-60	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-61	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-62	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-63	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	
02-03-64	4 Inch Concrete Sidewalk with Base course	LF	10	\$	1.70	\$	17.00	0.00	0.0000	\$	-	0.0000	\$	-	0.0000	\$	-	0.000						

Contractor Bid Unit Price										Quantity for APF #1		Non-USDN Sanitary APF#1		Sanitary Sewer APF#1		Storm Sewer APF#1		Street APF#1	
Item No.		Unit	Est. Qty	Bid Price		Quantity for APF #1	Total with L&N (range)		Total with L&N (range)		Total with L&N (range)		Total with L&N (range)		Total with L&N (range)		Total with L&N (range)		
CD 03-CH2-21	80-inch Concrete Curb and Gutter Type D	LF	1113	\$ 29.89	\$ 33,144.87	0.00	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	
CD 03-CH2-22	Delivery Type Curb and Gutter 3.5"	LF	173	\$ 38.89	\$ 6,707.93	0.00	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	
CD 03-CH2-23	4" Concrete Sidewalk with 8-inch Aggregate Base	SF	355	\$ 15.01	\$ 5,328.55	0.00	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	
CD 03-CH2-24	4" Concrete Sidewalk with 8-inch Aggregate Base	SF	60	\$ 38.81	\$ 2,328.60	0.00	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	
CD 03-CH2-25	Turf Establishment	LS	1	\$ 14,952.31	\$ 14,952.31	0.00	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	
CD 04-1	Remove Lift Station #10 and Lift Station #12 SCADA upgrades from Scope and add Lift Station #10 and Lift Station #12 SCADA RTU monitoring panel.	LS	1	\$ (115,900.00)	\$ (115,900.00)	1.00	0.0000	\$ -	1.0000	\$ (115,900.00)	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	
CD 04-2	4" Sanitary Sewer at Hospital	LF	130	\$ 11.00	\$ 1,430.00	270.00	120.0000	\$ 13,200.00	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	
CD 04-3	Sanitary Sewer at Hospital	LS	1	\$ 1,450.00	\$ 1,450.00	1.00	0.0000	\$ -	1.0000	\$ 1,450.00	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	
CD 04-4	Detachable Warning Field	SF	10	\$ 37.50	\$ 375.00	10.00	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	10.0000	\$ 375.00	
CD 04-5	Detachable Warning Field Section	SF	40	\$ 89.00	\$ 3,560.00	40.00	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	40.0000	\$ 3,560.00	
CD 04-6	Warning Curb Assembly and Rework	LS	1	\$ 13,000.00	\$ 13,000.00	1.00	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	1.0000	\$ 13,000.00	
CD 04-7	Remove Curb	LF	30	\$ 37.50	\$ 1,125.00	30.00	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	30.0000	\$ 1,125.00	
CD 04-8	Concrete Curb & Gutter 30"	LF	30	\$ 61.38	\$ 1,841.40	30.00	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	30.0000	\$ 1,841.40	
CD 04-9	Concrete Sidewalk 4"	SF	485	\$ 13.48	\$ 6,537.20	485.00	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	485.0000	\$ 6,537.20	
CD 04-10	Detachable Warning Field	SF	10	\$ 30.00	\$ 300.00	10.00	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	10.0000	\$ 300.00	
CD 04-11	Concrete Slabs (No Foundation)	SF	28	\$ 34.63	\$ 969.64	28.00	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	28.0000	\$ 969.64	
CD 04-12	Pipe Relining	LF	15	\$ 51.15	\$ 767.25	15.00	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	15.0000	\$ 767.25	
CD 04-13	STW 48 HMT Upgrade	Item	372	\$ 11.415	\$ 4,247.34	372.44	0.0000	\$ -	372.4400	\$ 4,247.34	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	0.0000	\$ -	
Total of all Unit Bid Items					\$ 9,770,893.44			\$ 13,200.00		\$ (48,515.64)		\$ -		\$ 122,279.31					

Total Disbursements

Total Initial Receipts

Work Completed to Date

\$ 97,213.81

\$ 81,087.31

\$ 1,529,678.54

