

**AGREEMENT FOR MANAGEMENT
AND MAINTENANCE SERVICES**

THIS IS AN AGREEMENT made effective as of **June 1, 2025** between the City of West Allis, a municipal corporation, with its principal office at 7525 West Greenfield Ave, West Allis, WI 53214 (CITY) and City Water LLC, a Wisconsin limited liability company, with its principal office at 4800 W Green Brook Dr, Brown Deer, WI 53223 (CONSULTANT) for professional services as further described in this Agreement.

The purpose of this Agreement is for the CITY to retain the CONSULTANT to provide field operation services for the West Allis Water Utility as described in Attachment A pursuant to the terms and conditions of this Agreement. This water utility is located in the City of West Allis, WI.

CITY and CONSULTANT agree to the performance of management and billing services by the CONSULTANT and payment for those services by the CITY as set forth below.

The following Attachments are made a part of this agreement:

Attachment A - Scope of Services
Attachment B - Terms and Conditions
Attachment C - Insurance
Attachment D - Certificate of Corporation
Attachment E - Hourly Rate Schedule

This Agreement, together with the Attachments identified above, constitute the entire agreement between the CONSULTANT and the CITY and supersede all prior written or oral understandings. This Agreement and its Attachments may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above

CITY: CITY OF WEST ALLIS

CONSULTANT: CITY WATER, LLC

BY: _____
Dan Devine – Mayor

BY: _____
Thomas Nennig - President

Date

Date

BY: _____
Tracey Uttke – City Clerk

Date

Attachment A

SCOPE OF SERVICES

1. GENERAL

The CITY owns and operates a public water utility that operates under the jurisdiction of the Board of Public Works, City Council, and City Administrator.

By this agreement it is intended that the CONSULTANT will provide services that are substantially equivalent to that of a Utility Pump Station Operator, in performing the duties and responsibilities under this contract. CONSULTANT shall be responsible to the Water Systems Manager for daily operations.

CONSULTANT shall provide an experienced manager who shall be the principal representative of the CONSULTANT and who shall be responsible to CITY for the operation of the employees performing work under this contract. The CONSULTANT shall be expected to exercise its independent judgment in carrying out the duties under this agreement, but the CONSULTANT agrees that its duties shall include complying with all lawful directives and orders from the Water Utility, City Administrator, Director of Public Works, and City Council.

In addition, the CONSULTANT acknowledges that it is familiar with all state and federal laws and regulations regulating public water utilities as well as the City of West Allis ordinances relative to the rules and regulations of the water utility. CONSULTANT shall at all times comply with all applicable federal, state and local laws governing the water utility as the same may be in force and effect from time-to-time during the term of this Agreement as part of the services under this contract.

The scope of service to be provided by the CONSULTANT under this Agreement shall be to supervise and furnish the labor necessary to meet the requirements of the water pump station operator for the City's water utility. The scope will also include time and material items of work in the scope of services which will be provided on a per hour or per item basis as quoted in the Agreement. Each party hereto agrees that it will cooperate in good faith with the other, its agents and subcontractors, to facilitate the performance of the mutual obligations set forth in this Agreement.

In addition to the above general scope of services, the CONSULTANT agrees to furnish the following service:

- A. Attendance at Water Utility, or Board of Public Works meetings at the request of the Water Utility Manager.
- B. Monitor the Utility's Supervisory Control and Data Acquisition (SCADA) system outside of normal business hours.

The CITY agrees to provide the following under the general scope of services:

- A. A business office for the operator, conveniently located within the city, with necessary access to the city's computer network including the Utility's SCADA) system, reasonable office supplies and equipment, and all the related costs to perform the duties of the pump station operator.
- B. Legal support for all issues related to the Utility except those that are a direct result of negligent actions of the employees of the CONSULTANT.
- C. IT resources to maintain the SCADA, and GIS-based asset management systems in accordance with industry standards.
- D. Remote access to the SCADA system

2. SCHEDULES AND MAINTENANCE

The CONSULTANT shall be responsible to assist with the day-to-day operations of the pump stations, storage facilities, SCADA system, and collection of distribution system water samples and test results including:

- A. Recording of daily pump station operations
- B. Review of daily operations of the distribution system including water supply, system pressures, and storage facilities
- C. Assist water utility staff in the weekly collection of distribution samples to meet DNR and EPA requirements (ie: Total Coliform, Lead & Copper collection, Disinfection By Products (DBP), Unregulated Contamination Monitoring Rule (UCMR), chlorine residuals, etc)
- D. CONSULTANT shall assist the utility in afterhours monitoring of the SCADA system, and responding to any alarms. CONSULTANT shall troubleshoot the alarms and if necessary communicate with utility staff to coordinate potential responses to the alarms.

3. STAFFING:

The CONSULTANT will provide adequate staffing to carry out all of the duties required for consistent and high-quality attention to the operations responsibilities of the utility as described in the Agreement herein. Water Utility Manager must approve in advance any changes in personnel, material changes in amount of time devoted to work on behalf of CONSULTANT and the Water Utility, and/or any changes in area of responsibility of CONSULTANT.

4. REPORTS AND RECORD KEEPING

The CONSULTANT shall assist in the maintenance of records of operation, maintenance, repair and improvement activities of the Water Utility and shall prepare and submit to the Water System Manager such reports including a monthly summary of operations, significant or unusual events, if any, and all data required for reporting to local, state, and

federal agencies, operational concerns, emergency response situations, corrective maintenance and repair recommendations.

CITY shall provide GIS services and as-built mapping services for the Water Utility as may be necessary to keep current and accurate maps of the system at all times.

5. TIME AND MATERIAL WORK

The CITY and CONSULTANT shall agree, prior to and in writing, on the scope of any other additional services to be provided on a time and material basis under this contract.

6. INDEPENDENT CONTRACTOR

At all times, CONSULTANT is the employer for any person performing work under this contract. Such work shall be performed at the direction of CONSULTANT in compliance with this contract. CITY is not the employer of any person performing work under this contract.

Attachment B

TERMS AND CONDITIONS

1. TERM OF SERVICE

Services by the CONSULTANT under this Agreement shall commence on June 1, 2025 and continue for a period of seven (7) months.

2. COMPENSATION

CITY shall pay the CONSULTANT as compensation ("Base Compensation") for the services performed pursuant to this Agreement:

Utility Certified Operator: Hourly fee of \$89

After hours SCADA Monitoring: \$200 per week

If CONSULTANT is called to work outside of normal working hours CONSULTANT shall be paid 1.5 times (2 times on holidays) the Certified Operator hourly fee.

The CONSULTANT will provide a monthly invoice to CITY to process payment and may include time and material billing for the previous month. Payment shall be made by CITY within thirty business days of receipt of the invoice. The hourly and weekly fee will be increased annually at the start of each year. The increase will be at the same percentage as the City's Cost-of-Living Adjustment.

3. APPROPRIATION OF FUNDS

Continuation of the contract and payment of services for any period beyond December 31st of any year is contingent upon the appropriation of sufficient funds by the Public Works Commission and City Council.

4. CONDITIONS OF PERFORMANCE AND COMPENSATION

The CONSULTANT agrees that the performance of the CONSULTANT'S work, services and the results therefrom, pursuant to the terms, conditions and agreements of the Contract, shall be in substantial conformity with the intention of the parties as set forth in the Scope of Services.

CITY agrees to pay, subject to the contingencies herein, and the CONSULTANT agrees to accept for the satisfactory performance of the services under this Agreement, the amount of compensation set forth in No. 2 above, inclusive of all expenses, it being expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed said maximum sum for all of the services required, with the exception of overtime for emergency operations. Prior agreement is required for any other additional compensation on a Time and Materials basis.

CITY understands that the CONSULTANT shall not subcontract for the performance of any services required by this Agreement without prior written approval obtained from the CITY.

5. TERMINATION

If, through any cause, either party shall fail to fulfill in timely and proper manner their obligations under this Contract, or if either party shall violate any of the covenants, agreements or stipulations of this Agreement the non defaulting party shall thereupon have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, reports or other materials related to the services prepared by the CONSULTANT under this Agreement shall, at the option of CITY, become the property of CITY.

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of the Agreement by the CONSULTANT, and CITY may withhold any payments to the CONSULTANT for the purpose of set off until such time as the exact amount of damages due to CITY from the CONSULTANT is determined.

Either party may terminate this Agreement at any time for any reason by giving at least thirty (30) days' notice in writing to the other party. If the CONSULTANT is terminated by CITY as provided herein, the CONSULTANT shall be paid for all services actually performed pursuant to this Agreement to the date of termination.

6. PERSONNEL AND SUBCONTRACTING

The CONSULTANT represents that they have or will secure at its own expense all personnel required in performing the service under this Contract. Such personnel shall be employees of the CONSULTANT and are not employees of CITY for any purpose whatsoever.

None of the work or services covered by this Agreement shall be subcontracted without the prior approval of CITY. If any work or services is subcontracted, it shall be specified by written agreement and shall be subject to all provision of this Agreement. The CONSULTANT shall be as fully responsible to CITY for the acts and omissions of their subconsultant and of persons either directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by them.

7. INDEMNIFICATION

The CONSULTANT hereby indemnifies and shall defend and hold harmless CITY, its officials, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, costs and expenses of whatsoever kind of character whether arising before, during or after completion of the work hereunder and in any manner directly or indirectly caused or contributed to in whole or in part (or claimed to be caused or contributed to in whole or in part), by reason of any act, omission, fault, or negligence, whether active or passive of the CONSULTANT, or of anyone acting under its direction or control or on its behalf in connection with the performance of this Agreement,

regardless if liability without fault is sought to be imposed on CITY. The CONSULTANT'S indemnity and hold harmless agreement does not apply to any liability caused by the sole negligence or willful misconduct of CITY, its officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

8. RELATIONSHIP

The relationship of the CONSULTANT to CITY is that of an independent agency and not one of employment. None of the employees or agents of the CONSULTANT shall be considered employees of CITY. However, CITY retains the overall and final operational, management and financial decision-making authority over the Water Utility.

9. SOLICITATION OF EMPLOYEES

The parties agree to comply with the following restrictions during this Agreement, any extension or renewal of this Agreement, and for a period of two years after termination of this Agreement:

Solicitation of Employees. The parties agree that they shall not solicit, entice or offer employment to any person employed by the other party in accordance with the restrictions listed in this Section 9.

CITY shall be jointly and severally responsible for any violations by its employees of this Section, and shall take all steps necessary to legally require its employees to comply with this Section.

10. LIABILITY AND GOVERNMENTAL IMMUNITY

It is the intention of the parties that the CONSULTANT shall be an agent of the CITY while performing services within the scope of this Agreement for the purposes of liability to persons not party to this agreement pursuant to the doctrine of governmental immunity under the common law and Section 893.80 of the Wisconsin Statutes. It is the intent of the parties that those provisions of governmental immunity law shall be applicable to the CONSULTANT with respect to any claims, actions or suits, and the parties agree that nothing contained herein shall waive the rights and defenses to which each party may otherwise be entitled, including all of the immunities, limitations, and defenses under Section 893.80 of the Wisconsin Statutes (2001-2002) or any amendments thereof.

11. NONDISCRIMINATION

The CONSULTANT shall not engage in unlawful discrimination in employment.

12. FORCE MAJEURE

A Party's performance of any obligation under this Agreement, other than an obligation to pay money, shall be excused if, and to the extent that, the party is unable to perform because of events of force majeure, which shall include but shall not be limited to, storms, floods, and other Acts of God, the acts of civil or military authority, quarantine restrictions, riots, strikes, lockouts or other labor disputes, commercial impossibility, epidemics, fires, explosions and bombings, the inability to obtain or delays in obtaining

permits or other private or governmental approvals, or because of any other cause or causes beyond the reasonable control of the party seeking to be excused from performance, so long as the condition giving rise to the excuse to performance was not caused by the failure to act with due diligence by the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause which excused performance hereunder.

13. ENTIRE AGREEMENT: AMENDMENTS

This Agreement contains the entire agreement between CITY and the CONSULTANT and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

14. HEADINGS, ATTACHMENTS AND EXHIBITS

The headings contained in this Agreement are for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as an integral part of this Agreement.

15. WAIVER

The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

16. ASSIGNMENT

This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to a wholly owned subsidiary or successor of either party.

17. AUTHORITY TO CONTRACT

Each party warrants and represents that it has power and authority to enter into this Agreement.

18. GOVERNING LAW

The Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

19. NOTICES

All notices will be in writing and will be delivered in person or transmitted by certified mail, return receipt requested. Notices required, to be given to the CONSULTANT will be addressed to:

Thomas Nennig
City Water LLC
4800 W Greenbrook Dr
Brown Deer, WI 53223

Notices required to be given to CITY will be addressed to:

City Administrator
City of West Allis
7525 W. Greenfield Ave.
West Allis, WI 53214

Changes in addresses shall be transmitted to the other party by like notice. Addresses must include a street address.

20. SEVERABILITY

Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated.

Attachment C

Insurance Requirements

1. General

Unless otherwise specified in this Agreement, the CONSULTANT shall, at its sole expense, maintain in effect at all times during the term of the Agreement, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

2. Worker's Compensation and Employers Liability Insurance

The CONSULTANT shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The CONSULTANT shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

3. Commercial General Liability and Automobile Liability Insurance

The CONSULTANT shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- A. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
- B. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle)

Limits – The CONSULTANT shall maintain limits no less than the following:

- A. General Liability – One million dollars (\$1,000,000) per occurrence (\$1,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the CITY or the general aggregate including product-completed operations aggregate limit) shall be twice the required occurrence limit.
- B. Automobile Liability – One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.

- C. Professional Liability – One million dollars (\$1,000,000) per claim and annual aggregate.

Required Provisions – The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- A. The City of West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises occupied or used by the CONSULTANT; and vehicles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
- B. For any claims related to this Agreement, the CONSULTANT'S insurance shall be primary insurance as respects the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the CITY, its elected and appointed officials, officers, employees, or authorized representatives or volunteers shall not contribute to it.
- C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided The City of West Allis, its officials, officers, employees or authorized representatives or volunteers.
- D. The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the CONSULTANT, except after sixty (60 days) (10 days for non-payment of premium) prior written notice by U.S. mail has been given to The City of West Allis.
- F. Such liability insurance shall indemnify the CITY against loss from liability imposed by law upon, or assumed under contract by, the CONSULTANT for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.
- G. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support, and shall not contain an exclusion for what is commonly referred to by the insurers as the "XCU" hazards. The automobile liability policy shall cover all owned, non-owned, and hired vehicles. All of the insurance shall be provided on policy forms and through companies

satisfactory to the CITY and shall have a minimum A.M. Best's rating of A-VII.

4. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the CITY. At the option of the CITY the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

5. Evidences of Insurance

Prior to execution of the agreement, the CONSULTANT shall file with the CITY a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing coverage that is satisfactory to the CITY and its insurance carrier. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions listed in paragraph 3 above unless waived by the CITY.

6. Sub-Contractors

In the event that the CONSULTANT employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the CONSULTANT'S responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

Attachment D

Certificate of Corporation

City Water, LLC

(type of print name of Corporation)

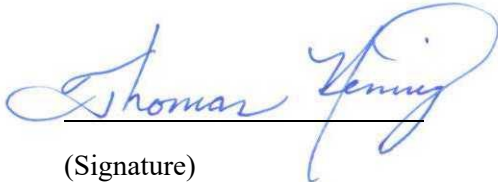
I, Thomas Nennig certify that I am the President of the above
(Print Name) (Print Title)

corporation named herein; that Thomas Nennig, who has executed
(Print Signator of Contract)

this Agreement on behalf of the CONSULTANT was then President
(Official Capacity of Signator)

of said corporation, and in said capacity, duly signed said Contract for and on behalf of
said corporation, being duly authorized so to do under its bylaws or is authorized
by action of its duly constituted board, all within the scope of its corporate power.

Dated at City of West Allis this 9th day of May, 2025.
(Location)


(Signature)

Attachment E

2025 Hourly Rate Schedule

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$190.00
Principal Engineer	178.00
Senior Engineer	152.00
Business Manager	130.00
Project Engineer	128.00
Construction Manager	118.00
Graduate Engineer/Scientist	118.00
Operations Superintendent	110.00
Billing Supervisor	95.00
Certified Operator	87.00
Technician/Inspector	87.00
Water Operator	77.00

Direct Project Expenses

Out-of-Pocket expenses such as travel, lodging, car rental, printing.

Note: This schedule is subject to annual adjustment.

