

**PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1**

November 25, 2019

RE: MWW PSC CA Intervention Assistance  
Milwaukee Water Works Wholesale  
Customer Group  
Baxter & Woodman No. 190904.40

Mike Brofka  
City of West Allis  
7525 W Greenfield Ave  
West Allis WI 53214-4688

Jim Hart  
City of New Berlin  
3805 S Casper Drive  
New Berlin WI 53151

Tom Nennig  
Village of Brown Deer  
4800 W Green Brook Dr  
Brown Deer WI 53223

David Simpson  
City of Wauwatosa  
7725 W North Ave  
Wauwatosa WI 53213

Todd Michaels  
Village of Greendale  
6500 Northway  
Greendale WI 53129

Jim Voigt  
City of Mequon  
11333 N Cedarburg Rd  
Mequon WI 53092

Jeffrey Nettesheim  
Village of Menomonee Falls  
W156N8480 Pilgrim Rd  
Menomonee Falls WI 53051

Leeann Butschlick  
Village of Shorewood  
3930 N Murray Ave  
Shorewood WI 53211

Kayla Chadwick  
Village of Butler  
12621 W Hampton Ave  
Butler WI 53007

Baxter & Woodman is currently assisting the Milwaukee Water Works Wholesale Customer Group (MWC) with intervening on their behalf in the Waukesha Water Utility's (WWU) construction authorization proceeding with the Wisconsin Public Service Commission (PSC). Waukesha's contested proceeding is currently ongoing with PSC.

Milwaukee Water Works (MWW) has similarly filed a construction authorization request with PSC in July 2019 to construct a pumping station and one-half mile of 30 inch diameter transmission main to exclusively serve the City of Waukesha with potable water. MWW's request is in addition to what WWU is currently attempting to get approved by PSC.

For MWW to provide wholesale water service to WWU, MWW is planning to construct a pumping station facility in the vicinity of 76<sup>th</sup> Street and Oklahoma Avenue within the City of Milwaukee. A large transmission main pipeline will be constructed to deliver water to WWU's receiving station 10 miles away, and pass through the cities of West Allis and New Berlin.

MWW intends to construct, own and operate the pumping station for exclusive service for its proposed new wholesale customer WWU, as well as own and operate a portion of the large water transmission main for exclusive service to WWU. MWW will incur signification costs for this

infrastructure that is understood to be recovered through its retail and wholesale water rates to all existing MWW customers.

We understand that members of MWC have requested full party intervener status with PSC in MWW's proceeding. The primary issues in which the MWC feel that they have a substantial interest in this proceeding include WWU's preferential treatment by MWW for exclusive wholesale service, and MWW incurring significant capital and ongoing annual operating costs that should be borne exclusively by WWU, not its existing retail or wholesale customers.

The MWC group includes the water utilities that serve the following municipalities:

- Brown Deer
- Butler
- Greendale
- Menomonee Falls
- Mequon
- New Berlin
- Shorewood
- Wauwatosa
- West Allis

MWW's construction authorization request (Docket No. 3720-CW-135) has officially been noticed as a proceeding by PSC on November 14, 2019.

MWC Group has requested that the existing Professional Services Agreement for the services to intervene on their behalf in the WWU proceeding be amended to include the needed services to intervene in the MWW proceeding. This Agreement Amendment No. 1 responds to your request, and includes a description of our Scope of Services, schedule and budget information.

#### **AMENDMENT NO. 1 - SCOPE OF WORK**

The project team will perform the following scope of services to assist the MWC in reviewing and intervening in the MWW construction authorization proceeding. The scope of work has been broken down into the following project tasks:

##### **Task    Description**

- 1    Review and Analysis of MWW PSC CA submittal
- 2    Development of Positions for Proceeding Hearing
- 3    Participate in Proceeding Intervention

##### **Task 1 - Review and Analysis of MWW PSC CA Submittal**

MWW has submitted a CA for their portion of the WWU water supply improvements in July 2019. Questions from PSC staff have apparently been sufficiently answered for PSC to issue a notice of proceeding on this docket on November 14, 2019.

For Task 1, the project team will perform the following:

1. Review the proposed project as submitted by MWW in their July 2019 CA submittal, and any other relevant proceeding docket documents and information as necessary.
2. Submit information requests to PSC or other parties involved in the proceeding, and review information responses.

3. Meet with MWC representatives to review current status of MWW's CA proceeding.
4. Meet with representatives of PSC as necessary to discuss MWW's project requiring PSC authorization.
5. Coordinate and/or attend meetings on MWC's behalf with MWW, PSC, or other intervening parties or their consultants.
6. Meet with MWW (and/or WWU) and its consultants to discuss and review its water supply project concept, design and costs.
7. Provide a common interface for communications with MWW and PSC during the project.
8. Meet with MWC representatives as needed during the project to receive direction on negotiations with MWW (and/or WWU).
9. Identify and prioritize issues that the MWC Group could raise in MWW's CA proceeding.
10. Participate in a meeting/teleconference with MWC representatives to brief them regarding the findings of the analysis, offer a recommended course of action, and select issues to pursue at the contested CA hearing.

### **Task 2 - Development of Positions for Contested Proceeding Hearing**

For Task 2, the project team will perform the following:

1. Assign issues to team members. Identify witnesses to testify at the contested case hearing on each issue.
2. Develop MWC's positions on identified issues.
3. Prepare exhibits to support Wholesale Customers' positions on identified issues.
4. Prepare alternative project concepts as needed that address MWC's reasons for intervening in this proceeding.

### **Task 3 - Participate in Proceeding Intervention**

1. Attend and participate in the pre-hearing conference on behalf of MWC.
2. Prepare written direct testimony and exhibits in support of MWC's positions on identified issues.
3. Review direct testimony and exhibits submitted by MWW and other rate case interveners.
4. Prepare rebuttal and surrebuttal testimony in response to testimony offered by MWW, PSC and other interveners.
5. Attend technical hearing, present testimony and cross-examine witnesses.
6. Prepare brief to PSC in support of MWC's position.
7. Review briefs submitted by MWW and other interveners, and prepare and submit reply brief.

8. Prepare decision matrix information, with cites to the record, for use by the Commissioners to render a decision on the proceeding.

**AMENDMENT NO. 1 - ANTICIPATED MWW PROCEEDING SCHEDULE**

The schedule for the proceeding has not been established by PSC yet. It is anticipated that the testimony portion of the proceeding will take place in the first quarter of 2020, with an ultimate decision by the PSC Commissioners in later 2020.

It is recommended that the services proposed for the tasks identified above be initiated very soon, as PSC is likely to schedule the proceeding's pre-hearing conference in the next several weeks.

**AMENDMENT NO. 1 - COMPENSATION**

Because of the uncertainty of the project duration and PSC/MWW interactions required to adequately intervene in this proceeding, Baxter & Woodman has provided an estimate of the range of costs for services for Amendment No. 1. Our team's estimated level of effort for the scope of services outlined for Amendment No. 1 is summarized below.

<u>Task</u>	<u>Description</u>	<u>Fee Estimate</u>
1	Review and Analysis of MWW PSC CA submittal	\$10,000 - \$20,000
2	Development of Positions for Proceeding Hearing	\$5,000 - \$15,000
3	Participate in Proceeding Intervention	\$50,000 - \$80,000

It is agreed that after 90 percent of the estimated compensation has been earned on a task and if it appears that completion of the services cannot be accomplished within the remaining 10 percent of the estimated compensation, Baxter & Woodman will notify MWC and confer with representatives of MWC to determine the basis for completing the work.

**Other Provisions Concerning Payments**

1. Invoices for work on Amendment No. 1 will be prepared in accordance with Baxter & Woodman's standard invoicing practices and will be submitted monthly to MWC by Baxter & Woodman, unless otherwise agreed.
2. Invoices are due and payable within 30 days of receipt.
3. The cost for our team's services will be apportioned as previously agreed to by the MWC Group for the WWU PSC CA Intervention. This apportionment of project costs is summarized below.

<b>Water Utility</b>	<b>WWU CA Intervention Cost Breakdown</b>
West Allis	24.172%
Wauwatosa	22.022%
Menomonee Falls	14.661%
New Berlin	12.379%
Shorewood	6.995%
Brown Deer	6.808%
Greendale	6.260%
Mequon	5.185%
Butler	1.518%
<b>Total</b>	<b>100.00%</b>

### **Expenses**

The following items involve expenditures made by Baxter & Woodman employees or professional consultants on behalf of MWC. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Amendment.

1. Transportation and travel expenses.
2. Lodging and meal expense connected with the Project.
3. Report or documentation reproduction expenses.
4. Other special expenses required in connection with the Project.

Additional services not identified in the scope, such as additional meetings or presentations, can be provided on a time and expense basis for the Baxter & Woodman project team members involved. Additional services will only be provided upon written authorization by MWC.

### **AMENDMENT NO. 1 - PROJECT TEAM SCHEDULE**

The Baxter & Woodman project team is available to begin this work immediately. Baxter & Woodman will coordinate a project schedule with MWC based upon information availability and the anticipated proceeding schedule established by PSC.

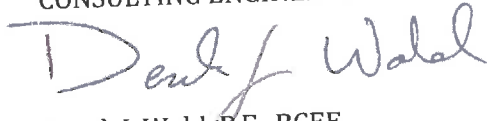
**SUMMARY**

Amendment No. 1 represents the entire understanding between MWC and Baxter & Woodman in respect to providing services for this project, and may only be modified in writing signed by both parties. If it satisfactorily sets forth your understanding of our services, please sign below in the space provided. Please sign two copies keeping one for your files and returning one to us.

We appreciate this opportunity to be of continued service to MWC. Upon review of Amendment No. 1, please do not hesitate to contact Patrick Planton at (262) 395-6406 if you have any questions or if you need additional information.

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS



Derek J. Wold, P.E., BCEE  
Executive Vice President



Patrick S. Planton, P.E., MBA  
Project Manager

**CITY OF WEST ALLIS**

By: David Wepking

Title: Director

Date: 1/22/20

**VILLAGE OF SHOREWOOD**

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

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

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

**CITY OF WAUWATOSA**

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

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

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

**VILLAGE OF GREENDALE**

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

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

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

**VILLAGE OF MENOMONEE FALLS**

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

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

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

**VILLAGE OF BROWN DEER**

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

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

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

**CITY OF NEW BERLIN**

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

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

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

**CITY OF MEQUON**

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

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

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

**VILLAGE OF BUTLER**

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

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

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





**CITY OF WEST ALLIS**

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

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

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

**VILLAGE OF SHOREWOOD**

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

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

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

**CITY OF WAUWATOSA**

By: [Signature]

Title: Director of Public Works

Date: 12-30-19

**VILLAGE OF GREENDALE**

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

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

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

**VILLAGE OF MENOMONEE FALLS**

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

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

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

**VILLAGE OF BROWN DEER**

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

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

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

**CITY OF NEW BERLIN**

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

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

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

**CITY OF MEQUON**

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

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

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

**VILLAGE OF BUTLER**

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

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

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

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**CITY OF WEST ALLIS**

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

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

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

**VILLAGE OF SHOREWOOD**

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

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

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

**CITY OF WAUWATOSA**

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

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

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

**VILLAGE OF GREENDALE**

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

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

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

**VILLAGE OF MENOMONEE FALLS**

By: Mark Fitzgerald

Title: Village Manager

Date: 11/26/19

**VILLAGE OF BROWN DEER**

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

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

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

**CITY OF NEW BERLIN**

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

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

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

**CITY OF MEQUON**

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

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

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

**VILLAGE OF BUTLER**

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

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

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

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**CITY OF WEST ALLIS**

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

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

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

**VILLAGE OF SHOREWOOD**

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

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

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

**CITY OF WAUWATOSA**

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

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

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

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

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

**VILLAGE OF MENOMONEE FALLS**

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

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

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

**VILLAGE OF BROWN DEER**

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

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

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

**CITY OF NEW BERLIN**

By: David A. Cement

Title: MAYOR

Date: 11/20/19

**CITY OF MEQUON**

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

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

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

**VILLAGE OF BUTLER**

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

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

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

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**CITY OF WEST ALLIS**

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

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

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

**VILLAGE OF SHOREWOOD**

By: Allen [Signature]

Title: Village President

Date: 12/09/2019

**CITY OF WAUWATOSA**

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

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

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

**VILLAGE OF GREENDALE**

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

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

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

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

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

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

**CITY OF NEW BERLIN**

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

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

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

**CITY OF MEQUON**

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

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

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

**VILLAGE OF BUTLER**

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

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

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

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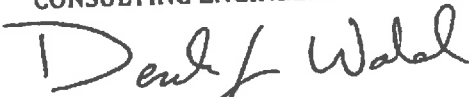
**SUMMARY**

This letter proposal represents the entire understanding between MWC and Baxter & Woodman in respect to providing services for this project, and may only be modified in writing signed by both parties. If it satisfactorily sets forth your understanding of our services, please sign below in the space provided. Please sign two copies keeping one for your files and returning one to us.

We appreciate this opportunity to work with MWC. Upon review of our proposal, please do not hesitate to contact Patrick Planton at (262) 395-6406 if you have any questions or if you need additional information.

Sincerely,

**BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS**



**Derek J. Wold, P.E., BCEE  
Executive Vice President**



**Patrick S. Planton, P.E., MBA  
Water Department Manager**



**CITY OF WEST ALLIS**

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

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

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

**VILLAGE OF SHOREWOOD**

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

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

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

**CITY OF WAUWATOSA**

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

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

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

**VILLAGE OF GREENDALE**

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

Title: Village Manager

Date: 1-16-2020

**VILLAGE OF MENOMONEE FALLS**

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

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

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

**VILLAGE OF BROWN DEER**

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

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

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

**CITY OF NEW BERLIN**

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

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

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**CITY OF MEQUON**

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

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

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

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**VILLAGE OF MENOMONEE FALLS**

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

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

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

**VILLAGE OF BROWN DEER**

By: Thomas Yenni

Title: Utility Superintendent

Date: 1-2-20

**CITY OF NEW BERLIN**

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

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

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

**CITY OF MEQUON**

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

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

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**VILLAGE OF BUTLER**

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

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

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

**CITY OF NEW BERLIN**

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

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

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

**CITY OF MEQUON**

By: Kristen B. Anderson

Title: DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

Date: 1/22/20

**VILLAGE OF BUTLER**

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

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

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

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**CITY OF WEST ALLIS**

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**VILLAGE OF SHOREWOOD**

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

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

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

**CITY OF NEW BERLIN**

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

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

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

**CITY OF MEQUON**

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

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

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

**VILLAGE OF BUTLER**

By: Kayla Chadwick

Title: Village Administrator

Date: 1/16/20







# City of West Allis

Resolution: R-2020-0029

**File Number: R-2020-0029**

**Sponsor(s): Administration & Finance Committee and Public Works Committee**

**Final Action:**

**JAN 21 2020**

Resolution to authorize the Director of Public Works to amend an existing professional services contract with Baxter & Woodman Consulting Engineers to provide engineering and legal services for the City of West Allis Department of Public Works for an amount not to exceed \$24,432.13 for 2019 and an additional amount not to exceed \$25,000 for 2020

WHEREAS, the City has an existing professional services contract with Baxter & Woodman Consulting Engineers for professional services to advance joint concerns and protect common interests with regard to the Waukesha Water Utilities Construction Authorization in the amount of \$15,000 for 2019; and,

WHEREAS, the City will need further assistance from Baxter & Woodman Consulting Engineers for professional services related to the Milwaukee Water Works Construction Authorization and continued assistance related to the Waukesha Water Utilities Construction Authorization.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of West Allis approved the proposal dated November 25, 2019 submitted by Baxter and Woodman Consulting Engineers to furnish professional services for the City's share of costs related to both the Milwaukee Water Works and Waukesha Water Utilities Construction Authorizations.

BE IT FURTHER RESOLVED that funding for this professional services agreement will be transferred from budgeted 2019 funds in account number 501-2801-537.32-04 (Water Utility, Meter Reading, Other Maintenance Contracts) to 501-2901-537.30-02 (Water Utility, Administrative and General Expenses, Consulting Services).

BE IT FURTHER RESOLVED that funding for the amended professional services agreement will be charged to budgeted 2020 funds in account number 501-2901-537.30-02 (Water Utility, Administrative and General Expenses, Consulting Services).

BE IT FURTHER RESOLVED that the Director of Public Works be and is hereby authorized to enter into an amended professional services contract with Baxter & Woodman Consulting Engineers for professional services.

BE IT FURTHER RESOLVED that the Director of Public Works, with approval of the City Attorney, be and is here by authorized to make such substantive changes, modifications, additions, and deletions to and from various provisions of the contract from Baxter and Woodman as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof and to protect the interests of the City, including but not limited to, any and all changes necessary to preserve the intent of the Common Council of the City of West Allis.

ADOPTED

JAN 21 2020

APPROVED

1/24/20

Steven A. Braatz, Jr., City Clerk

Dan Devine, Mayor

