

It is expected that a Quorum of the Personnel Committee, Administration Committee, and Common Council will be attending this meeting: (although it is not expected that any official action of any of those bodies will be taken)

CITY OF MENASHA
Board of Public Works
Third Floor Council Chambers
140 Main Street, Menasha
February 2, 2009
6:45 PM
or immediately following the Administration Committee

AGENDA

- A. CALL TO ORDER
- B. ROLL CALL/EXCUSED ABSENCES
- C. MINUTES TO APPROVE
 - 1. [January 19, 2009](#)
- D. ACTION ITEMS
 - 1. [Change Order – Insituform Technologies, USA, Inc.; City of Menasha Wastewater Collection System Rehabilitation Improvements Project – Phase 3; Contract No. E145-07-01A; Sanitary Sewer Lining; Time Extension to March 15, 2009 \(Change Order No. 1A\)](#)
 - 2. [Payment - Insituform Technologies, USA, Inc.; City of Menasha Wastewater Collection System Rehabilitation Improvements Project – Phase 3; Contract No. E145-07-01A; Sanitary Sewer Lining; \\$61,050.00 \(Payment No. 8\)](#)
 - 3. [Payment - National Power Rodding Corporation - City of Menasha Wastewater Collection System Rehabilitation Improvements Project – Phase 3; Contract No. E145-07-01B Sanitary Sewer Rehabilitation; \\$6,261.49 \(Payment No. 3\)](#)
 - 4. [Recommendation to Execute Master Agreement with SEH for Stormwater Management Services](#)
 - 5. [Recommendation to Execute Service Addendum with SEH for PermiTrack MS4](#)
 - 6. [Recommendation to Execute Service Addendum with SEH for PermiTrack ESC](#)
- E. ADJOURNMENT

"Menasha is committed to its diverse population. Our Non-English speaking population and those with disabilities are invited to contact the Menasha City Clerk at 967-3603 24-hours in advance of the meeting for the City to arrange special accommodations."

CITY OF MENASHA
Board of Public Works
Third Floor Council Chambers
140 Main Street, Menasha
January 19, 2009
MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Pack at 7:31 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Ald. Benner, Pamerter, Taylor, Wisneski, Pack, Hendricks, Zelinski,
Michalkiewicz

ALSO PRESENT: Mayor Merkes, CA/HRD Brandt, PC Stanke, DPW Radtke, CDD Keil,
C/T Stoffel, Water Plant Supv Sturm, Clerk Galeazzi and the Press.

C. MINUTES TO APPROVE

1. [January 5, 2009](#)

Moved by Ald. Michalkiewicz, seconded by Ald. Wisneski to approve minutes.
Motion carried on voice vote.

D. ACTION ITEMS

1. [Change Order – Coenen Mechanical, LLC; Water Treatment Plant Modifications; Contract Unit No. M002-940266.02; ADD: \\$9,157.65 \(Recommended by Utilities Commission 12/17/08\) \(Held 1/5/09\)](#)

Water Plant Supervisor Jerry Sturm explained a pipe needed to be re-routed as it was discovered after the installation of the piping had begun the elevation in the walkway was too low. The McMahon Group is the engineering firm for the project, and the piping was installed by Coenen Mechanical. Some Board members would like the Utility Commission to review for possible assignment of liability to McMahon Group.

Moved by Ald. Pamerter, seconded by Ald. Wisneski to recommend approval to
Common Council
Motion carried on voice vote

2. [Change Order – Insituform Technologies USA, Inc.; City of Menasha Wastewater Collection System Rehabilitation Improvements Project – Phase 3; Contract No. E145-07-01A; Sanitary Sewer Lining; 38-Day Time Extension \(Change Order No. 1\)](#)

DPW Radtke explained the request for the extension was started in November. They needed to put all the paperwork in order before submitted to Committee. Ald. Taylor stated work is still progressing on Broad Street. DPW Radtke will check on that.

Moved by Ald. Wisneski, seconded by Ald. Michalkiewicz to recommend approval to
Common Council
Motion carried on voice vote

3. [Payment – Infrastructure Technologies, Inc.; City of Menasha Wastewater Collection System Rehabilitation Improvements Project – Phase 3, Contract No. E145-07-01D; Sanitary Manhole Lining; \\$15,819.12 \(Payment No. 10 and Final\)](#)

DPW Radtke explained the change order relating to this payment was approved by the Council at its last meeting.

Moved by Ald. Wisneski, seconded by Ald. Pamerter to recommend approval to Common Council
Motion carried on voice vote

E. ADJOURNMENT

Moved by Ald. Hendricks, seconded by Ald. Michalkiewicz to adjourn at 7:47 p.m.

Respectfully submitted by
Deborah A. Galeazz, City Clerk

DRAFT



Memorandum

DATE: January 28, 2009

TO: Board of Public Works

FROM: Mark Radtke, Director of Public Works *MR*

RE: Change Order No. 1A – Insituform Technologies, USA, Inc.; 97 Day Time Extension to March 15, 2009

Attached is a copy of proposed Change Order No. 1A for Contract E145-07-01A, Sanitary Sewer Lining. At the January 19, 2009 Board of Public Works meeting, a change order extending the contract time by 38 days was recommended to the Common Council for approval. Due to some questions at the Board meeting from Ald. Taylor about work being done on Broad Street, I checked with our consultant who informed me there was still remaining work to be done on this contract. Therefore, the 38 day contract extension change order should be tabled, and the Board should consider Change Order No. 1A extending the contract time by 97 days.

The remaining work on this contract involves sanitary sewer lateral sealing at the connection to the main sewer. This work should only be done when the air temperature exceeds 10 degrees. Because of the below normal temperatures generally experienced during December and January, the contractor's work was limited during this period. The 97 day extension provides sufficient time to complete the lateral sealing work as well as any remaining punch list items and closeout documentation for this Clean Water Fund project.

There are no monetary consequences to this change order. It is my recommendation that this be advanced to the Council for approval.

CHANGE ORDER NO. CO-1450701A-01 DATE December 8, 2008

KAEMPFER & ASSOCIATES, INC. PROJECT: WASTEWATER COLLECTION SYSTEM
Consulting Engineers REHABILITATION IMPROVEMENTS PHASE 3
Post Office Box 150 OWNER: CITY OF MENASHA
650 East Jackson Street 140 Main Street
Oconto Falls, WI 54154 Menasha, WI 54952

OWNER'S PROJECT NO.: _____ ENGINEER'S PROJECT NO.: E145-05.11

CONTRACTOR: INSITUFORM TECHNOLOGIES CONTRACT DATE: November 14, 2007
USA, INC. COMPLETION DATE: December 8, 2008
REVISED COMPLETION DATE: March 15, 2009

ADDRESS: 12897 Main Street
Lemont, Illinois 60439

CONTRACT: E145-07-01A, Sanitary Sewer Lining

You are directed to make the changes noted below in the above contract and this Change Order becomes a part of your contract, subject to all the conditions thereof;

NATURE OF CHANGE: The Contractor is granted a ⁹⁷~~30~~ day time extension to complete punch list items, for processing change order for revised quantities, and completion all closeout documentation.

ADDITIONAL NUMBER OF CONTRACT DAYS PROVIDED BY THIS CHANGE ORDER: 97 DAYS
Enclosures: Insituform Technologies USA, Inc. letter dated November 12, 2008

The changes result in the following adjustment of Contract Price:

Contract Price Prior to this Change Order	<u>\$1,582,723.00</u>
Net (Increase/Decrease) Resulting from this Change Order	<u>0.00</u>
Current Price, including this Change Order	<u>\$1,582,723.00</u>

The above changes are approved:

FOR THE ENGINEER: By: Taryn S. Nall Date: 1/19/09
Taryn S. Nall, P.E.

FOR THE OWNER: By: _____ Date: _____
Mark Radtke, P.E., Director of Public Works

The above changes are accepted:

FOR THE CONTRACTOR: INSITUFORM TECHNOLOGIES USA, INC.
By: Michael A. Smyth Date: 1/14/09
Michael Smyth, Project Manager

MONTHLY STATEMENT OF UNIT PRICE CONTRACT AMOUNT

Request for: Partial Payment No. PR-1450701A-08 Date: January 26, 2009
(Partial/Final)

Project: Wastewater Collection System Rehabilitation Improvements, Phase 3

Owner: City of Menasha

Contractor: Insituform Technologies USA, Inc. E145-05.11

Original Contract Amount as Bid:	\$1,582,723.00
*(ADD)(DEDUCT) by Revised Quantities:	\$0.00
*Amount Added by Change Order:	\$0.00
*Amount Deducted by Change Order:	\$0.00
TOTAL CONTRACT THIS DATE:	\$1,582,723.00
Value of Work Completed to Date:	\$1,520,282.00
Less <u>2.5</u> Per Cent Retainable: OF TOTAL CONTRACT THIS DATE	(\$39,568.08)
Net Total:	\$1,480,713.92

Project on Schedule: X YES _____ NO 96 % Complete

Record of Previous Payments:

1	<u>\$186,051.80</u>	<u>4/8/08</u>	6	<u>\$214,933.00</u>	<u>9/5/08</u>	11	_____	_____
2	<u>\$171,410.40</u>	<u>6/27/08</u>	7	<u>\$212,047.00</u>	<u>12/5/08</u>	12	_____	_____
3	<u>\$252,779.80</u>	<u>6/27/08</u>	8	_____	_____	13	_____	_____
4	<u>\$197,035.92</u>	<u>7/7/08</u>	9	_____	_____	14	_____	_____
5	<u>\$185,406.00</u>	<u>8/5/08</u>	10	_____	_____	15	_____	_____

Amount Previously Paid: \$1,419,663.92

AMOUNT DUE THIS REQUEST: \$61,050.00

This is to certify that, in accordance with the terms of the Contract, the Contractor is entitled to a payment in the amount requested.

Engineer's Approval for Payment

Owner's Approval for Payment

BY: Taryn S. Nall
Taryn S. Nall, P.E.
KAEMPFER & ASSOCIATES, INC.

BY: _____
Mark Radtke, P.E., Dir. of Public Works
CITY OF MENASHA

* See Unit Price Contract Spreadsheet

Unit Price Contract E145-07-01A Sanitary Sewer Lining January 20, 2009												
PROJECT: Wastewater Collection System Rehabilitation Improvements Phase 3 OWNER: City of Menasha CONTRACTOR: Insituform Technologies USA, Inc.												
ITEM NO.	DESCRIPTION	UNITS	UNIT PRICE	BID QTY.	BID TOTAL	PREVIOUSLY REQUESTED		CURRENT REQUEST		REVISED * QUANTITY	TOTAL	ADD (+) DEDUCT (-)
						QTY.	TOTAL	QTY.	TOTAL			
1A	21-inch sanitary sewer CIPP lining	LF	\$64.00	1,006	\$64,384.00	1,006	\$64,384.00		\$0.00	1,006	\$64,384.00	\$0.00
2A	18-inch sanitary sewer CIPP lining	LF	\$44.00	7,643	\$336,292.00	7,318	\$321,992.00		\$0.00	7,318	\$321,992.00	-\$14,300.00
3A	15-inch sanitary sewer CIPP lining	LF	\$37.00	2,547	\$94,239.00	2,939	\$108,743.00		\$0.00	2,939	\$108,743.00	\$14,504.00
4A	12-inch sanitary sewer CIPP lining	LF	\$31.00	13,417	\$415,927.00	13,075	\$405,325.00		\$0.00	13,075	\$405,325.00	-\$10,602.00
5A	10-inch sanitary sewer CIPP lining	LF	\$27.00	6,546	\$176,742.00	7,432	\$200,664.00		\$0.00	7,432	\$200,664.00	\$23,922.00
6A	8-inch sanitary sewer CIPP lining	LF	\$24.00	14,650	\$351,600.00	13,461	\$323,064.00		\$0.00	13,461	\$323,064.00	-\$28,536.00
7A	Pressure inject grouting lateral connection	EA	\$300.00	220	\$66,000.00	0	\$0.00	161	\$48,300.00	161	\$48,300.00	-\$17,700.00
8A	Pressure inject grout material as specified in Article C2.18	GAL	\$25.00	580	\$14,500.00	0	\$0.00	510	\$12,750.00	510	\$12,750.00	-\$1,750.00
OPTIONAL WORK ITEMS												
9A	12-inch sanitary sewer CIPP lining on Melissa St.	LF	\$30.00	399	\$11,970.00	0	\$0.00		\$0.00	0	\$0.00	-\$11,970.00
10A	10-inch sanitary sewer CIPP lining on Jefferson Street and Brighton Drive	LF	\$28.00	698	\$19,544.00	695	\$19,460.00		\$0.00	695	\$19,460.00	-\$84.00
11A	8-inch sanitary sewer CIPP lining on Eighth Street and Harding Street	LF	\$25.00	879	\$21,975.00	624	\$15,600.00		\$0.00	624	\$15,600.00	-\$6,375.00
12A	Pressure inject grouting lateral connection	EA	\$300.00	26	\$7,800.00	0	\$0.00		\$0.00	0	\$0.00	-\$7,800.00
13A	Pressure inject grout material as specified in Article C2.18	GAL	\$25.00	70	\$1,750.00	0	\$0.00		\$0.00	0	\$0.00	-\$1,750.00
TOTAL, PART A ITEMS 1A THROUGH 13A						\$1,582,723.00				\$61,050.00	\$1,520,282.00	-\$62,441.00

K:\E145\0511\PR\INSITUFORM\PR#

MONTHLY STATEMENT OF UNIT PRICE CONTRACT AMOUNT

Request for: FINAL Payment No. PR-1450701B-03 Date: August 29, 2008
 (~~Partial~~/Final)

Project: Wastewater Collection System Rehabilitation Improvements, Phase 3

Owner: City of Menasha

Contractor: National Power Rodding Corporation E145-05.11

Original Contract Amount as Bid:	\$150,459.73
* (ADD) (DEDUCT) by Revised Quantities:	(\$46,702.11)
*Amount Added by Change Order:	\$2,500.00
*Amount Deducted by Change Order:	\$0.00
TOTAL CONTRACT THIS DATE:	\$106,257.62
Value of Work Completed to Date:	\$106,257.62
Less <u>0</u> Per Cent Retainable:	\$0.00
Net Total:	\$106,257.62

Project on Schedule: X YES NO 100 % Complete

Record of Previous Payments:

1	<u>\$29,789.43</u>	<u>5/30/08</u>	6	<u> </u>	<u> </u>	11	<u> </u>
2	<u>\$70,206.70</u>	<u>8/29/08</u>	7	<u> </u>	<u> </u>	12	<u> </u>
3	<u> </u>	<u> </u>	8	<u> </u>	<u> </u>	13	<u> </u>
4	<u> </u>	<u> </u>	9	<u> </u>	<u> </u>	14	<u> </u>
5	<u> </u>	<u> </u>	10	<u> </u>	<u> </u>	15	<u> </u>

Amount Previously Paid: \$99,996.13

AMOUNT DUE THIS REQUEST: \$6,261.49

This is to certify that, in accordance with the terms of the Contract, the Contractor is entitled to a payment in the amount requested.

Engineer's Approval for Payment
 BY: 
 Taryn S. Nall, P.E.
 KAEMPFER & ASSOCIATES, INC.

Owner's Approval for Payment
 BY:
 Mark Radtke, P.E., Dir. of Public Works
 CITY OF MENASHA

Unit Price Contract
 E145-07-01B Sanitary Sewer Rehabilitation
 August 29, 2008

PROJECT: Wastewater Collection System Rehabilitation Improvements Phase 3

OWNER: City of Menasha

CONTRACTOR: National Power Rodding Corporation

ITEM NO.	DESCRIPTION	UNITS	UNIT PRICE	BID QTY.	BID TOTAL	PREVIOUSLY REQUESTED		CURRENT REQUEST		REVISED * QUANTITY	TOTAL	ADD (+) DEDUCT (-)
						QTY.	TOTAL	QTY.	TOTAL			
1B	12-inch sanitary sewer CIPP spot lining	LF	\$330.72	41	\$13,559.52	40	\$13,228.80		\$0.00	40	\$13,228.80	-\$330.72
2B	10-inch sanitary sewer CIPP spot lining	LF	\$352.18	4	\$1,408.72	5	\$1,760.90		\$0.00	5	\$1,760.90	\$352.18
3B	8-inch sanitary sewer CIPP spot lining	LF	\$274.67	83	\$22,797.61	92	\$25,269.64		\$0.00	92	\$25,269.64	\$2,472.03
4B	Pressure inject grouting lateral connection on spot lined segments	EA	\$1,200.00	10	\$12,000.00	0	\$0.00		\$0.00	0	\$0.00	-\$12,000.00
5B	Pressure inject grout material for lateral connections as specified in Article C2.18	GAL	\$8.00	50	\$400.00	0	\$0.00		\$0.00	0	\$0.00	-\$400.00
6B	Pressure testing joints in 27-inch sanitary sewer	EA	\$53.33	480	\$25,598.40	466	\$24,851.78		\$0.00	466	\$24,851.78	-\$746.62
7B	Pressure inject grouting joints and cracks in 27-inch sanitary sewer	EA	\$20.00	240	\$4,800.00	44	\$880.00		\$0.00	44	\$880.00	-\$3,920.00
8B	Pressure testing joints in 21-inch sanitary sewer	EA	\$51.60	124	\$6,398.40	120	\$6,192.00		\$0.00	120	\$6,192.00	-\$206.40
9B	Pressure inject grouting joints and cracks in 21-inch sanitary sewer	EA	\$15.00	62	\$930.00	116	\$1,740.00		\$0.00	116	\$1,740.00	\$810.00
10B	Pressure inject grout material for joints and cracks as specified in Article C2.18	GAL	\$7.00	3,000	\$21,000.00	631	\$4,417.00		\$0.00	631	\$4,417.00	-\$16,583.00
11B	Root removal in 21-inch sanitary sewer	LF	\$12.50	207	\$2,587.50	207	\$2,587.50		\$0.00	207	\$2,587.50	\$0.00
12B	Root treatment in 21-inch sanitary sewer	LF	\$25.94	207	\$5,369.58	0	\$0.00		\$0.00	0	\$0.00	-\$5,369.58
13B	Wall repair of precast manhole	EA	\$500.00	3	\$1,500.00	3	\$1,500.00		\$0.00	3	\$1,500.00	\$0.00
14B	Pressure grout injection of lift holes in precast	EA	\$150.00	1	\$150.00	1	\$150.00		\$0.00	1	\$150.00	\$0.00
15B	Pressure grout injection of precast manhole joint	EA	\$300.00	18	\$5,400.00	19	\$5,700.00		\$0.00	19	\$5,700.00	\$300.00
16B	Pressure grout injection of sanitary sewer connection in manholes	EA	\$300.00	13	\$3,900.00	14	\$4,200.00		\$0.00	14	\$4,200.00	\$300.00
17B	Pressure grout injection material as specified in Article C2.19	GAL	\$8.00	330	\$2,640.00	410	\$3,280.00		\$0.00	410	\$3,280.00	\$640.00
18B	Invert construction in sanitary manhole	EA	\$1,200.00	2	\$2,400.00	2	\$2,400.00		\$0.00	2	\$2,400.00	\$0.00
19B	Obstruction removal in 48-inch sanitary sewer	EA	\$1,000.00	1	\$1,000.00	1	\$1,000.00		\$0.00	1	\$1,000.00	\$0.00
20B	Obstruction removal in 21-inch sanitary sewer	EA	\$1,000.00	1	\$1,000.00	1	\$1,000.00		\$0.00	1	\$1,000.00	\$0.00
21B	Obstruction removal in 18-inch sanitary sewer	EA	\$900.00	1	\$900.00	1	\$900.00		\$0.00	1	\$900.00	\$0.00
22B	Obstruction removal in 12-inch sanitary sewer	EA	\$300.00	5	\$1,500.00	1	\$300.00		\$0.00	1	\$300.00	-\$1,200.00
23B	Obstruction removal in 8-inch sanitary sewer	EA	\$300.00	11	\$3,300.00	8	\$2,400.00		\$0.00	8	\$2,400.00	-\$900.00
OPTIONAL WORK ITEMS												
24B	27-inch sanitary sewer CIPP spot lining on easement west of Racine Street and on easement west of Milwaukee Street	LF	\$620.00	16	\$9,920.00	0	\$0.00		\$0.00	0	\$0.00	-\$9,920.00
TOTAL, PART B ITEMS 1B THROUGH 24B							\$103,757.62		\$0.00		\$103,757.62	-\$46,702.11

*This estimate based on _____ Estimated Quantity ___X___ Field Measured Quantity

Unit Price Contract										
PROJECT: Wastewater Collection System Rehabilitation Improvements Phase 3										
OWNER: City of Menasha										
CONTRACTOR: National Power Rodding Corporation										
ITEM NO.	DESCRIPTION	UNITS	UNIT PRICE	BID QTY.	BID TOTAL	PREVIOUSLY REQUESTED	CURRENT REQUEST	REVISED * QUANTITY	TOTAL	ADD (+) DEDUCT (-)
CHANGE ORDER #CO-1450701B-03										
	Extra work to mobilize and perform sewer televising to confirm spot CIPP lining work required on the 27-inch diameter interceptor sewer.	EA	\$2,500.00	1	\$2,500.00	0	\$0.00	1	\$2,500.00	\$0.00
	TOTAL CHANGE ORDER #CO-1450701B-03				\$2,500.00		\$0.00		\$2,500.00	\$0.00
	TOTAL CONTRACT AMOUNT TO DATE				\$152,959.73		\$103,757.62		\$106,257.62	-\$46,702.11
CHANGE ORDER #CO-1450701B-04										
	Revised quantities			1	-\$46,702.11		\$0.00		\$0.00	\$46,702.11
	TOTAL CHANGE ORDER #CO-1450701B-04				-\$46,702.11		\$0.00		\$0.00	\$46,702.11
	TOTAL CONTRACT AMOUNT TO DATE				\$106,257.62		\$103,757.62		\$106,257.62	\$0.00

K:\E145051\PR\PR03\FINAL



Memorandum

DATE: January 29, 2009

TO: Board of Public Works

FROM: Mark Radtke, Director of Public Works *MR*

RE: SEH Agreements

There are three proposed agreements before you for which I am recommending approval on to the Common Council. These agreements involve services to the City of Menasha from SEH for maintenance of our storm water management program in compliance with our WisDNR permit.

The master agreement provides the City with the means to access all contracted services (covered in the two service addenda) using a web browser and internet access. This agreement outlines the provisions for technical support services and specifies the terms of service provision for all applicable contracted services.

The service addendum for PermiTrack MS4 will allow the City to maintain electronic records of all our required WisDNR MS4 permit obligations. It includes a customized report generation capability to address specific minimum control measures, tracks goals and activities for various projects and also tracks reporting periods as required for program management and reporting. We are required to prepare and submit a comprehensive annual report to the DNR that details the City's efforts in seven required permit components. This web based software will allow us to input reporting data, track progress of goals and activities and prepare various customized reports. The total contract amount will not exceed \$2,032 for 2009 and will not exceed \$1,344 per year through 2012.

The service addendum for PermiTrack ESC will allow the City to administer it's erosion and sediment control program online with a map based interface which may be accessible by the public for purposes of viewing project information and generating feedback messages to the City regarding construction site issues. Information may be uploaded from the field project location as we complete our necessary regular inspections for compliance with our erosion and sediment control ordinance. This is extremely useful application software for both Engineering and Community Development departments. There is a one time setup and training fee of \$2,500 to establish the City as a user within this application. The projected annual contract amount will vary depending on the volume of projects ongoing in the City. I would estimate the typical annual cost to range between \$2,500 and \$5,000. These costs were included in the 2009 Storm Water Utility budget.



MASTER AGREEMENT FOR SEH CLIENT PORTAL SERVICES

This Agreement is made between **Short Elliott Hendrickson, Inc. (SEH)** and **City of Menasha, Wisconsin** hereafter referred to as the ("**City**") and effective beginning January 1, 2009. This *Master Agreement for SEH Client Portal Services (Agreement)* shall reference the supplemental *Service Addendum(s)* attached at the end of this Agreement. The *Service Addendum(s)* shall identify specific products, contract duration, terms and compensation.

In consideration of the **City** retaining **SEH** to provide and maintain SEH Client Portal Services, it is agreed as follows:

1. Scope of Services

The **City** hereby retains SEH and SEH hereby agrees to provide and maintain the SEH Client Portal Services. These services will be delivered via the Internet and will be further defined in the following paragraphs and authorized *Service Addendum(s)*. The **City** agrees to pay SEH in accordance with the terms of the *Service Addendum(s)* attached at the end of this Agreement or subsequently authorized.

2. Providing Service

The SEH Client Portal Service will provide the **City** with the means to access all contracted services using a web browser and their Internet access. The type(s) of service that this Agreement covers is defined in the authorized *Service Addendum(s)*. This Agreement does not include provision or maintenance of the **City's** connection to the Internet.

Technical Application Support (TAS) is defined as providing assistance on how to use the application from a technology perspective within the web browser. (i.e.-The end user of the application does not understand how to use the application command structure.)

The service also includes:

- TAS for City provided via a "Request Technical Help" link within the application.
- TAS for City system administrators provided by phone and direct email.
- Archival of databases upon request and not to exceed once each month.
- Any upgrades developed during the term of the Agreement.

3. Product Support

SEH will provide up to four (4) hours of TAS per month during the duration of this Agreement. Additional TAS, in excess of the aforementioned four (4) hours per month, will be billed at the rate of \$90/hour and will be billed in fifteen (15) minute increments.

4. Product Training

Training sessions can be substituted for a month's TAS work twice annually each Agreement term. This substitution is limited to eight (8) hours of training time per year. Additional time and expenses allocated in order to carry out a training session will be negotiated in a separate contract. This training is additional to any initial training included in any authorized *Service Addendum* for a specific portal application.

5. Ownership of System and Data

The **City** acknowledges that all program files are the sole ownership of SEH and SEH acknowledges that all **City**-provided data is the sole ownership of the **City**. SEH reserves the right to download the database files for maintenance and backup purposes.



MASTER AGREEMENT FOR SEH CLIENT PORTAL SERVICES

6. Use of System

SEH grants the **City** unlimited use of the administrative portion of their system by a limited number of **City** employees. The **City** is not authorized to give any other organization administrative access to the system or otherwise share the system with anyone outside the **City** organization unless specifically defined by authorized *Service Addendum(s)*. SEH reserve the right to cancel service if this is not observed.

7. Confidentiality of Agreement

SEH recognizes and acknowledges that this Agreement creates a confidential relationship between SEH and the **City** and that information concerning the **City's** business affairs is confidential in nature. All such information concerning the **City** is hereinafter collectively referred to as "Confidential Information." SEH recognizes and understands that Wisconsin Statute 19.35 may require the **City** to release information.

8. Non-Disclosure

SEH agrees that, except as directed by the **City**, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever and that upon the termination of this Agreement it will turn over to the **City** database files, documents, papers, and other matter in its possession or control that relate to the **City**.

9. Contract Extension

Upon conclusion of the identified contract term in the *Service Addendum(s)*, this contract will be automatically renewed for a subsequent twelve (12) month period. Any additional negotiations related to the extension of this Agreement, will be completed at least thirty (30) days prior to the expiration date of this Agreement. The terms of extension will be provided to the **City** via electronic mail in an Annual Renewal Notice.

10. Permits & Licenses

SEH shall, at its expense, procure all licenses and permits which are required to lawfully render the services and agree to comply with all the statutes, ordinances and regulations which are applicable to the conduct of its services hereunder.

11. Choice of Law

This Agreement shall be executed in connection herewith shall be construed and governed by the laws of the State of Wisconsin and shall be binding upon and inure to the benefit of the parties hereto. The parties agree to submit to the jurisdiction of the courts within the State of Wisconsin.

12. Remedies for Breach

If either party breaches the above Agreement, the offended party shall have the right to apply to a court of competent jurisdiction for an injunction to restrain the offending party from employing such actions and for an order to enforce the terms of this section so breached.

13. Termination

If one party (offending party) breaches one or more obligations hereunder, the other party (offended party) shall give the offending party notice which shall specify the nature of the breach. The offending party shall then have thirty (30) days from the receipt of such notice to remedy the breach for which such notice has been given. If at the end of such thirty (30) day period, the Offending party has not cured the breach, the Offended party may thereupon terminate this Agreement by giving the offending party a written notice of termination and at the expiration of the 14th day following the delivery of



MASTER AGREEMENT FOR SEH CLIENT PORTAL SERVICES

such notice, the Agreement shall be deemed to be terminated and the offended party shall be relieved from further performance of its obligations hereunder.

A. Termination by SEH

Notwithstanding the previous section, SEH may terminate this Agreement upon 30 days prior written notice if the City fails to pay SEH in accordance with the provisions of above Agreement.

B. Termination by City

The City may terminate this Agreement when it determines that termination is in the best interests of the City by giving SEH 30 days written notice of the termination. If the Agreement is terminated per this section, SEH shall be paid its fee for all services rendered to date of termination.

14. Severability Clause

If a court holds any part, term, or provision of the Agreement to be unenforceable, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision. The parties agree that any Agreement by the City to indemnify shall be construed to be enforceable to the maximum extent allowed by law.

15. Headings

The headings that appear in this Agreement have been inserted for the purpose of convenience and ready reference. They are not intended to and shall not be deemed to define, limit or extend the scope or intent of any provision thereof.

16. The City's Authority

The City represents and warrants to SEH that the City has the requisite power and authority to enter into and perform the terms of this Agreement and that the City has done and will continue to do all things necessary so that this Agreement will be valid, binding, and legally enforceable upon the City.

17. Assignments

This Agreement is not assignable by either party without the prior written consent of the other party, except for an assignment by either party to a parent or a controlled subsidiary or that party.

18. Limitation of Claims

Claims of either party against the other not presented to the other party in writing within one year of the date of discovery of the basis of the claim or the time allowed in the applicable statute of limitations, whichever is longer.

19. Consequential Damages

The parties agree that in no case shall SEH or the City be liable for any loss of business, consequential, or indirect damages.

20. Entire Agreement and Notice

This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail.



Memorandum

DATE: January 29, 2009

TO: Board of Public Works

FROM: Mark Radtke, Director of Public Works *MR*

RE: SEH Agreements

There are three proposed agreements before you for which I am recommending approval on to the Common Council. These agreements involve services to the City of Menasha from SEH for maintenance of our storm water management program in compliance with our WisDNR permit.

The master agreement provides the City with the means to access all contracted services (covered in the two service addenda) using a web browser and internet access. This agreement outlines the provisions for technical support services and specifies the terms of service provision for all applicable contracted services.

The service addendum for PermiTrack MS4 will allow the City to maintain electronic records of all our required WisDNR MS4 permit obligations. It includes a customized report generation capability to address specific minimum control measures, tracks goals and activities for various projects and also tracks reporting periods as required for program management and reporting. We are required to prepare and submit a comprehensive annual report to the DNR that details the City's efforts in seven required permit components. This web based software will allow us to input reporting data, track progress of goals and activities and prepare various customized reports. The total contract amount will not exceed \$2,032 for 2009 and will not exceed \$1,344 per year through 2012.

The service addendum for PermiTrack ESC will allow the City to administer it's erosion and sediment control program online with a map based interface which may be accessible by the public for purposes of viewing project information and generating feedback messages to the City regarding construction site issues. Information may be uploaded from the field project location as we complete our necessary regular inspections for compliance with our erosion and sediment control ordinance. This is extremely useful application software for both Engineering and Community Development departments. There is a one time setup and training fee of \$2,500 to establish the City as a user within this application. The projected annual contract amount will vary depending on the volume of projects ongoing in the City. I would estimate the typical annual cost to range between \$2,500 and \$5,000. These costs were included in the 2009 Storm Water Utility budget.



SEH Portal Application Services

Service Addendum 2: *PermiTrack*_{MS4}

INTRODUCTION

*Service Addendum 2: PermiTrack*_{MS4} product for SEH Client Portal Services (Service Addendum 2) supplements the *Master Agreement for SEH Client Portal Services* between the City of Menasha, WI (City) and SEH, Inc. (SEH), effective January 1, 2009 (**Master Agreement**). This document establishes the purpose, scope of services, capabilities and features, compensation, effective date, term and other specific conditions related to provision of SEH Client Portal Services.

1. PURPOSE

The purpose of Service Addendum 2 is to define a web based information management application (*PermiTrack*_{MS4}) provided through SEH Client Portal Services for entry, administration and reporting of City stormwater management permit information as required to comply with the City of Menasha's Wisconsin Pollutant Discharge Elimination System (WPDES) Municipal Storm Water Permit No. WI-S050075-1.

2. SCOPE OF SERVICES

SEH will provide *PermiTrack*_{MS4} as a Client Portal Service for entry, administration and reporting of information in support of programs and activities required under the referenced WPDES permit using web access. *PermiTrack*_{MS4} provides an information management structure for administration of the City's storm water management program that is consistent with the structure of the permit, stormwater management plan, policies, programs and practices.

*PermiTrack*_{MS4} includes a customized report generation capability that can address specific minimum control measures, best management practices, goals and activities for specific assignees and reporting periods as required for program management and reporting.

Service Addendum 2 authorizes a maximum of ten (10) concurrent users, each able to independently use *PermiTrack*_{MS4} from separate locations with Internet access.

SEH will populate the City's *PermiTrack*_{MS4} information database from information contained in the referenced permit as the basis for ongoing stormwater program administration. This base structure will support full development of the City's program information and development of measurable goals and activity reports. SEH will supplement the base structure with information provided by City staff as available to begin using the application. Professional services to review or revise the City's storm water management program data or information are not included in this contract.

SEH will provide initial training for the City's designated administrator and key users. The training will consist of three phases, all conducted in a location designated by the City and using the City's initial information within *PermiTrack*_{MS4}:

- Initial Demonstration – SEH will conduct an overview and demonstration of *PermiTrack*_{MS4} capabilities, features and operation to provide a broad perspective and understanding of the application for program administration and permit reporting. This training is intended for all identified users of the application and is expected to take approximately one hour.
- Administrator/ Key User Training – SEH will guide the City's designated application administrator through the various components and functions as he/ she sets up *PermiTrack*_{MS4} for use by City staff. Following this session, SEH will work with users selected by the City for training specific to their intended level of operation and guide them through the relevant *PermiTrack*_{MS4} uses and features. All training will be done using



SEH Portal Application Services

Service Addendum 2: *PermiTrack*_{MS4}

City materials and documents to build upon the base setup. This phase of the training is expected to take about 4 hours.

- Follow-up Training – SEH will provide a second training session six to eight weeks after completion of the initial training to strengthen initial user skills and to train other users if identified by the designated administrator. This phase of the training is expected to take no more than 2 hours.

The cost of this training is included in the initiation fee; this training is in addition to ongoing training and Technical Application Support (TAS) as defined in the Master Agreement.

3. CAPABILITY AND FEATURES

*PermiTrack*_{MS4} provides these key capabilities and features:

- Ability for a City *PermiTrack*_{MS4} administrator to establish individual users within the application, each representing their respective departments or interests as they relate to activity within the City's Municipal Storm Water Permit Program.
- Ability to expand or modify the information managed within *PermiTrack*_{MS4} including the ability to upload and store project documents (permits, design files, activity reports, construction drawings and other files) as supporting information.
- Ability to use existing templates as data input forms for common stormwater management program functions. SEH will provide access to standard data form templates year for the City within the scope of this Addendum.
- All data will be centrally maintained on secured web server equipment with systematic daily record backup.
- *PermiTrack*_{MS4} will support assignment and tracking of each specific section of the Municipal Storm Water Permit program, including measurable goals, to designated individuals. This feature is further supported with the option of automated email notification for specific assignments to the designated assignee.
- A report filter within *PermiTrack*_{MS4} will facilitate generation of customized reports by type and status of activity, activity dates and designated assignees, resulting in an Adobe Acrobat formatted report.
- A "Publish" option will generate a comprehensive report of all Municipal Storm Water Permit Program information in *PermiTrack*_{MS4}, accessible via a website link (URL). The document, when viewed online using a commonly available Adobe Acrobat Reader utility, provides viewing or download access to all uploaded supporting documents.
- Additional capacities and features as developed and deployed in subsequent *PermiTrack*_{MS4} updates or releases are included as part of this service through the term of Service Addendum 1 and any subsequent extensions.

4. SERVICE LEVEL

The SEH Client Portal Service will be available and working 99.9% of the time between the hours of 7:00 AM and 7:00 PM Monday through Friday, excluding national holidays. The SEH Client Portal Service will also be available at other times, but system 'down-time' will not be eligible for Credits as described in Section 6 labeled Credits below.



SEH Portal Application Services
Service Addendum 2: *PermiTrack*_{MS4}

5. CREDITS

In the event that there is a lack of availability of the SEH Client Portal Service during the time periods identified in Section 4 of this Service Addendum, SEH will credit the monthly/annual Ongoing Service (OS) Fee for the outage period as calculated below and as measured by a third party (Keynote Red Alert), who is independently contracted by SEH for this purpose. Outages will be computed by determining a percentage of downtime based upon the stated hours of availability and a monthly outage report received from Keynote Red Alert. Credits will be applied in accordance with the schedule identified below, with the maximum credit not to exceed the monthly service charge for the affected month:

Service Availability	Credit
99.9% and above	No credit applied
98.0% up to 99.9%	10%
95.0% up to 98.0%	25%
90.0% up to 95.0%	50%
Below 90.0%	100%

If applicable, these credits will be automatically deducted from the monthly/annual OS fee as indicated on the City’s monthly invoice.

If, upon review of the monthly invoice, the City determines that an applicable credit was NOT applied for eligible down time, the City must request a credit within ten (10) business days of the date of the invoice. The City must request credit by sending an electronic mail message to Jason Sprague, Director of Web Portal Services, at jsprague@sehinc.com.

For security reasons, the body of this message must contain the City’s invoice number as shown on its invoice, the dates and times of the unavailability of the Service, and such other client identification requested by SEH Credits will usually be applied within sixty (60) days of the City’s credit request. Credit to the City’s account shall be its sole and exclusive remedy in the event that there is no availability.

6. CREDIT RESTRICTIONS

Credit shall not be provided to the City in the event that it experiences a lack of Availability resulting from (i) scheduled maintenance as posted from time to time on the portal site, (ii) City’s behavior or the performance or failure of its equipment, facilities or applications, or (iii) circumstances beyond SEH reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of City’s Service.

7. COMPENSATION

The City agrees to pay SEH as follows.

Initiation and Training Fee – Based on the initiation and training activities included in Service Addendum 1, \$800 on a lump sum basis, invoiced immediately following initial training.

Ongoing Service (OS) Charges - The Ongoing Service (OS) charges for application access and support are \$112.00/ month from February 1, 2009 through December 31, 2012. Invoicing for these services will be submitted quarterly unless otherwise designated by the City.



Memorandum

DATE: January 29, 2009

TO: Board of Public Works

FROM: Mark Radtke, Director of Public Works *MR*

RE: SEH Agreements

There are three proposed agreements before you for which I am recommending approval on to the Common Council. These agreements involve services to the City of Menasha from SEH for maintenance of our storm water management program in compliance with our WisDNR permit.

The master agreement provides the City with the means to access all contracted services (covered in the two service addenda) using a web browser and internet access. This agreement outlines the provisions for technical support services and specifies the terms of service provision for all applicable contracted services.

The service addendum for PermiTrack MS4 will allow the City to maintain electronic records of all our required WisDNR MS4 permit obligations. It includes a customized report generation capability to address specific minimum control measures, tracks goals and activities for various projects and also tracks reporting periods as required for program management and reporting. We are required to prepare and submit a comprehensive annual report to the DNR that details the City's efforts in seven required permit components. This web based software will allow us to input reporting data, track progress of goals and activities and prepare various customized reports. The total contract amount will not exceed \$2,032 for 2009 and will not exceed \$1,344 per year through 2012.

The service addendum for PermiTrack ESC will allow the City to administer it's erosion and sediment control program online with a map based interface which may be accessible by the public for purposes of viewing project information and generating feedback messages to the City regarding construction site issues. Information may be uploaded from the field project location as we complete our necessary regular inspections for compliance with our erosion and sediment control ordinance. This is extremely useful application software for both Engineering and Community Development departments. There is a one time setup and training fee of \$2,500 to establish the City as a user within this application. The projected annual contract amount will vary depending on the volume of projects ongoing in the City. I would estimate the typical annual cost to range between \$2,500 and \$5,000. These costs were included in the 2009 Storm Water Utility budget.



SEH Portal Application Services

Service Addendum 1: *PermiTrack*_{ESC}

INTRODUCTION

*Service Addendum 1: PermiTrack*_{ESC} product for SEH Client Portal Services (Service Addendum 1) supplements the *Master Agreement for SEH Client Portal Services* between the City of Menasha, WI (City) and SEH, Inc. (SEH), effective January 1, 2009, (**Master Agreement**). This document establishes the purpose, scope of services, capability and features, compensation, effective date, term and other specific conditions related to provision of SEH Client Portal Services.

1. PURPOSE

The purpose of Service Addendum 1 is to define a web-based erosion/ sediment control permit tracking application (*PermiTrack*_{ESC}) provided through SEH Client Access Portal services for administration, reporting and publication of permitted construction project information and erosion control inspections.

2. SCOPE OF SERVICES

SEH will provide *PermiTrack*_{ESC} as a Client Portal Service for managing construction project level information related to erosion and sediment control permits and regulations. This includes unlimited Internet access by the City to set up and administer the program and by non-City users on a permit-specific basis as designated by the City within the application. The application also includes a map-based user interface for public access that can be enabled at the City's option.

*PermiTrack*_{ESC} provides all users with access to view project information summaries, inspection reports and related project support documents. Access to these documents is also available to the general public through a map-based interface, if enabled by the City. Service Addendum 1 further authorizes:

- City staff or City-delegated individual(s) responsible for managing the City's use of *PermiTrack*_{ESC}, with access to all application administrative functions and projects within the City's *PermiTrack*_{ESC} database,
- City users created within the application to independently use *PermiTrack*_{ESC} from separate locations with Internet access for limited functions, such as entering erosion control inspection information, and,
- Non-City users created within the application to independently use *PermiTrack*_{ESC} from separate locations with Internet access for the purpose of viewing information and entering erosion control inspection information for projects with which they are affiliated.
- General public users without restriction to independently access *PermiTrack*_{ESC} project information and generate feedback messages regarding construction site issues to the responsible permitted and City parties through a web-based map interface.

SEH will set up the City's *PermiTrack*_{ESC} database to support staff training and use of the application. The setup will include creation of default erosion control best management practice (BMP) categories and options, creation of default project types and an initial set of application parameters in advance of user training. These initial settings, BMPs and project types will be reviewed during the training phase, which will include instruction on how to modify and maintain client preferences. Professional services to review specific erosion control practices or to conduct erosion control inspections of active construction projects are not included in this contract.



SEH Portal Application Services

Service Addendum 1: *PermiTrack_{ESC}*

SEH will provide training for the City's designated application administrator and key users. The training will consist of three phases, using PermiTrack_{ESC} as the training base:

- Initial Demonstration – SEH will conduct an overview and demonstration of PermiTrack_{ESC} capabilities, features and operation to provide a broad perspective and understanding of the application and its use. This session is intended for anybody who will be involved with the use of the application including City staff and elected officials. This one to two hour session will cover what the application does, who is able to use it and access the information, how it works and how the City can benefit from its use.
- Administrator/ Key User Training – SEH will guide the City's designated application administrator(s) through the various components and functions of PermiTrack_{ESC} for use by City staff. As part of this session, SEH will guide users through the application setup using actual permitted projects so they are able to immediately begin using the application. This phase of the training is expected to take about 4 hours. Staff who will use the application only to conduct field inspections can be included in this session to fully understand the application or trained in a shorter session specific to their needs after a few projects have been built into the application database.
- Follow-up Training – SEH will provide additional support and training to strengthen initial user skills while the application is in use. This support can be effectively conducted via the Internet using standard web-conferencing tools to facilitate communication. SEH will also work with City staff to conduct an annual user workshop for non-City users of the application. This would most likely include permitted developers, engineers and contractors who will be authorized users within the application.

The cost of this training is included in the initiation fee and is in addition to ongoing training (TAS) as defined in the Master Agreement.

3. CAPABILITY AND FEATURES

SEH will provide PermiTrack_{ESC} for entry, administration and reporting of information using the Client's web browser and the Internet for all aspects of the application. The application will provide these key capabilities and features:

- Permitted project setup by City staff or others as authorized by City staff, with ability to store key project documents (permits, design files and construction drawings) within the application.
- Definition of standard or City defined Best Management Practices (BMPs) specific to each project at setup.
- City defined and labeled project types and user subsets or groups to facilitate access and management.
- Erosion and sediment control inspection form created during project setup and accessible by standard computer access or handheld wireless equipment, with additional ability to print project specific paper inspection forms to support manual project inspection.
- All application and City data centrally maintained on secured web server equipment with systematic daily record backup and available for Internet access by authorized users.
- Public access to active permitted construction project permit, design and inspection records, at City's discretion, using a map-based interface with ability for viewers to provide electronic feedback to responsible parties. The map interface display further uses color to



SEH Portal Application Services

Service Addendum 1: *PermiTrack*_{ESC}

distinguish between “passed” and “failed” inspections. A second version of this map-based interface further differentiates projects based on the length of time that has passed since last inspection, with color coding for projects without inspections for more than 7 days (yellow) or 14 days (red).

- Long-term access to project records within the *PermiTrack*_{ESC} application.
- Event notification feature for communication to selected or all active users within the City’s *PermiTrack*_{ESC} user database.
- Erosion control inspections can be completed using handheld mobile devices running the MicroSoft Windows Mobile Operating System.
- Integrated communication capability to notify designated responsible parties when follow-up actions are required within the inspection process, including automatic email notification of overdue routine inspections based on a City-specified compliance schedule.
- Project reporting function for designated activity periods with report output in Adobe Acrobat or MS Excel format.
- Ability to authorize non-City users within the application to input inspection data for construction projects. Access by these users is limited to viewing project setup information and the ability to create, edit and save project inspection reports.

Project records will remain available for public viewing through map-based Internet access until construction activity has been completed and the project status has been changed to any status other than “Active.”

On a permitted project basis, access to information through the map-based public interface and directly through the Client Access Portal will begin when the City or other users authorized by the City initiate the project in *PermiTrack*_{ESC}. Access to the map-based public interface is controlled by the City’s administrator designation of project status. Only projects with an Active status and a valid geocode (latitude and longitude) entered in the database will display. City access to completed project information will be terminated in accordance with the schedule shown in this table. (Note that these are generic project types; City’s definition of project types may vary to fit local practices.)

Project Type	Ending Event	Terminate City Web Access
<i>Plats</i>	<i>NOT</i> ⁽¹⁾	<i>Continuing Need?</i>
<i>Municipal</i>	<i>NOT</i>	<i>Continuing Need?</i>
<i>Commercial</i>	<i>NOT</i>	<i>Continuing Need?</i>
<i>1-2 Family Residential</i>	<i>Final Stabilization</i>	<i>(Client Option)</i>

⁽¹⁾ NOT is the WDNR Notice of Termination filed by the permit holder at the time of project completion.

Access to *PermiTrack*_{ESC} by non-City users may be terminated upon completion of their involvement with active projects active in the *PermiTrack*_{ESC} application, also in accordance with the schedule shown above.



SEH Portal Application Services
Service Addendum 1: PermiTrack_{ESC}

4. DATA

City data maintained on the secured web server shall be exported to the City upon request by the City or upon expiration or termination of the contract. The electronic data files shall be provided to the City in digital format that includes project set-up data, uploaded document files (such as the permit, modeling calculations, erosion and sediment control plan, storm water pollution prevention plan, inspection forms), and the inspection record data and photos. The information will be provided in a series of ASCII delimited files with referenced attachments for import into the City’s database software for their reference or use.

5. COMPENSATION

The City agrees to pay SEH on the basis of the following multi-part compensation schedule:

- a. Setup and Training Fee:** This one time fee of \$2,500 covers the cost of establishing the City as a PermiTrack_{ESC} user within the portal application environment and working with City staff to complete initial setup, training and initial operation of the program.
- b. Project Fees:** These fees are calculated on the basis of new projects created in the PermiTrack_{ESC} application by project type. The fee covers all use of the application and is incurred at the time the project is entered into the PermiTrack_{ESC} application. The fee includes web-based administrative access to the project information for a period of [redacted] years from the date of the Ending Event for the project type or the cost of exporting the project information in digital format from the PermiTrack_{ESC} and delivering it to the City.

Project Fee Table			
Project Type	Cost Per Project	Estimated Annual No. of Projects	Estimated Annual Cost
<i>Plats</i>	\$ 220	[redacted]	\$ 0.00
<i>Municipal</i>	\$ 110	[redacted]	\$ 0.00
<i>Commercial</i>	\$ 80	[redacted]	\$ 0.00
<i>1-2 Family Residential</i>	\$ 50	[redacted]	\$ 0.00
Estimated Total Annual Project Fee			\$ 0.00

The rates shown in the Project Fee Table are effective through the term of this agreement, after which time they may be revised to no more than the equivalent fees applied to new PermiTrack_{ESC} projects at that time. To facilitate conversion of existing projects into PermiTrack_{ESC}, the fee for projects permitted for construction prior to January 1, 2009 will be 50% of the fees stated above for new projects of the same type.

- c. Cost Summary and Invoicing:** The Initiation Fee will be invoiced following the application setup and training. Actual project fees depend on the number and type of actual projects permitted and will be invoiced on a standard calendar year quarter basis as use of the application progresses and projects are entered into the application. Actual costs will be calculated in accordance with the Project Fee Table. Estimated total project costs are shown in the following table.

