

ENGINEERING SERVICES CONTRACT

Owner: Village of Ridgeway
Address: 118 Jarvis Street, Suite A
Ridgeway, WI 53582

Effective Date: July 1, 2026

Project Name: Wastewater Treatment Facility Evaluation

This Agreement is made between Delta 3 Engineering, Inc. ("Delta 3") and the Village of Ridgeway ("Owner") for engineering services on the above-referenced project (the "Project").

1. Intellectual Property. In accepting and utilizing any drawings, specifications, reports and data in any form, including print and/or electronic media generated and provided by Delta 3, Owner agrees that all such print and/or electronic files are instruments of service of Delta 3, who shall be deemed the author, and shall retain all common law, statutory law, and other rights to such materials, including ownership of copyright, except as provided herein.

Under no circumstances shall delivery of any drawings, specifications, reports or data for use by Owner be deemed a sale by Delta 3, and Delta 3 makes no warranties, either express or implied, of merchantability and fitness for any **purpose other than for this Project**. The drawings, reports and specifications prepared under this Agreement shall become the property of the Owner upon completion of the services and payment in full of all fees and costs due to Delta 3 upon completion of the Project or termination of this Agreement, whichever be the case.

2. Project Description. The Project will generally include the evaluation of the components of the existing Wastewater Treatment Facility (WWTF), including the mechanical screen, activated sludge tanks, aerators, pneumatic control system, chemical addition system, final clarifier, UV disinfection system, flow monitoring and sampling, sludge pumps, sludge processing and storage, electrical, controls, site features, buildings, and other existing appurtenances and associated equipment utilized at the WWTF. A Wastewater Facility Energy Assessment that will satisfy Focus on Energy standards will also be performed by a Qualified Service Provider as required by Focus on Energy. The results of the evaluation and Wastewater Facility Energy Assessment will be summarized and provided in a Wastewater Treatment Facility Evaluation Report, including the analysis of age, structural integrity, efficiency, remaining life expectancy, and opinion of probable costs for replacement (as necessary) for each stage of the treatment process within the WWTF. The evaluation of the WWTF will be completed in 2026.

3. Scope of Services. Delta 3 Engineering will provide the Professional Engineering Services necessary for the completion of the Wastewater Treatment Facility Evaluation of the **Wastewater Treatment Facility** in the Village of Ridgeway, WI. The complete Scope of Services which Delta 3 Engineering will provide to the Owner is identified in **Attachment #1 – Professional/Technical Services and Fees**.

4. Services Not Covered By This Agreement. Revisions due to changes in the scope, budget, or quality of the Project; services that Delta 3 could **not** reasonably anticipate, and therefore, did not include in the engineering fees or scope of services in **Attachment #1**. Delta 3 will inform the Owner, in writing, when any extra services are necessary. The Owner will give Delta 3 prompt written notice if it **does** want Delta 3 to perform the extra services. Delta 3 will be paid additional fees for these extra services at rates consistent with other services provided for the Project.

5. **Opinions of Cost.** Opinions of Probable Construction Cost are to be made on the basis of Delta 3's experience and qualifications and represent Delta 3's best judgement as an experienced and qualified professional generally familiar with the construction industry. However, because Delta 3 has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Delta 3 cannot, and does not, guarantee that proposals, bids, or actual construction costs will not vary from Opinions of Probable Construction Cost prepared by Delta 3.

6. **Means and Methods.** Delta 3 shall not at any time supervise, direct, control, or have authority over or be responsible for the means, methods, techniques, sequence, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

7. **Professional/Technical Services Fee.** The engineering fees and associated costs for the Project will be **\$ 15,000.00.** (Please see Attachment #1.)

8. **Project Schedule.** Delta 3 will work cooperatively with the Owner to complete its engineering services within the Owner's projected schedule.

9. **Payment.** Delta 3 will send monthly invoices to the Owner. The Owner agrees to pay fees as invoiced within 30 days and agrees to pay an additional 1.5% fee on any outstanding balance due past 30 days.

10. **Entire Agreement.** This Agreement supersedes any and all agreements previously made between Delta 3 and the Owner relating to the Project and there are no understandings or agreements other than those incorporated in this Agreement.

11. **Changes to This Agreement.** This Agreement may only be modified by written mutual consent of both the Owner and Delta 3.

12. **Termination.** Either party may terminate this Agreement with written notice. In the event of termination, suspension, or abandonment of the Project, Delta 3 shall be compensated (at contracted hourly rates) for all engineering services performed and associated costs incurred up to that time.

13. **Indemnification.** Owner agrees to indemnify, defend, and hold harmless Delta 3 and its officers, directs, members, partners, agent, employees, and Consultants from and against all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of the Project. Owner's indemnification and defense obligations under this paragraph shall not apply if Delta 3 is adjudicated, by a court of competent jurisdiction, negligent or reckless in performing the Professional Engineering Services for the Project.

14. **Waiver of Consequential Damages.** To the fullest extent permitted by law, Owner and Delta 3 waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for, or entitlement to, special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

15. **Limitation of Liability.** The Owner agrees to limit Delta 3's total liability to the Owner, Consultants, Contractors, and Subcontractors on the Project, due to Delta 3's professional negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty and for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes, such that the total aggregate liability of Delta 3 to anyone shall not exceed the total fee for services rendered under this Agreement.

16. **Dispute Resolution—Arbitration.** All disagreements and disputes between Owner and Delta 3, of every kind, if not resolved by negotiations, shall be resolved by arbitration under the then current rules of the

American Arbitration Association. A single arbitrator engaged in the practice of law shall conduct the arbitration. The arbitrator's decision and award shall be final and binding. Owner and Delta 3 shall share equally the costs of the arbitration and each shall pay their respective attorneys' fees and expenses associated with any arbitration. Judgment upon the award may be entered in any Wisconsin state or federal court having jurisdiction.

17. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the internal law of the State of Wisconsin.

18. **Publicity.** Owner agrees that Delta 3 may state publicly, in advertising or otherwise, that Owner is a client of Delta 3.

Services authorized by:

OWNER

DELTA 3 ENGINEERING, INC.

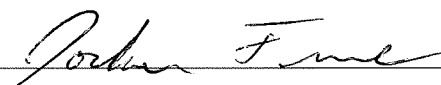
Printed Name: Bradley Butler

Printed Name: Jordan Fure, P.E.

Title: Village President

Title: Environmental Engineer

Signature: _____

Signature: 

Date: _____

Date: 7-9-2026

Attachment #1

Professional / Technical Services and Fees

Wastewater Treatment Facility Evaluation

*Owner: Village of Ridgeway
Ridgeway, Wisconsin*

1) Data Collection and Field Evaluation – = \$ 2,500.00

- Research/data collection of current data for existing Wastewater Treatment Facility (WWTF) components.
- Perform investigation and evaluation of WWTF site features.
- Complete investigation and evaluation of existing design, performance, process components, and layout of the existing WWTF, including the mechanical screen, activated sludge tanks, aerators, pneumatic control system, chemical addition system, final clarifier, UV disinfection system, flow monitoring and sampling, sludge pumps, sludge processing and storage, electrical, controls, site features, buildings, and other existing appurtenances and associated equipment utilized at the WWTF.
- Consult with the Director of Public Works for specific system and process deficiencies and design needs within the existing WWTF.
- Consult with the Director of Public Works for future WWTF process system design and needs.

2) Energy Assessment - = \$ 7,000.00

- Prepare Focus on Energy Application.
- Research/data collection of current WWTF energy usage data for components of the WWTF.
- Perform field investigation and evaluation of current energy components such as lighting, heating, pumping, and aeration, etc. at the WWTF.
- Evaluation of existing energy system components, including the analysis of age, efficiency, and remaining life expectancy for replacement (as necessary) for existing lighting, heating, pumping, aeration, etc. components of the WWTF.
- Prepare calculations for potential energy savings for existing lighting, heating, pumping, aeration, etc. components of the WWTF.
- Prepare Opinion of Probable Construction Costs for the energy-efficient replacement and/or upgrade (if applicable) of the existing WWTF equipment and components.

- Prepare Energy Assessment evaluation and report information to provide in the WWTF Evaluation Report.
- Submit WWTF Evaluation Report to Focus on Energy for approval and Energy Assessment/Audit reimbursement.

3) Report - = \$ **5,000.00**

- Evaluation of existing system components, including the analysis of age, structural integrity, efficiency, and remaining life expectancy for replacement (as necessary) for each stage of the treatment process within the WWTF.
- Prepare Opinion of Probable Construction Costs for the replacement and/or upgrade (as applicable) of the existing WWTF equipment and components.
- Provide computer-aided drafting for Exhibit Maps.
- Provide estimated impact on Residential Sewer Rates.
- Prepare a WWTF Evaluation Report.

4) Meetings - = \$ **500.00**

- Attend one (1) Village Staff meeting for review of the WWTF Evaluation Report.
- Attend one (1) Village Board meeting for review and approval of the WWTF Evaluation Report.

TOTAL = \$ 15,000.00

* All submittal fees, if any, are the responsibility of the Owner.