

DREDGING AGREEMENT

This DREDGING AGREEMENT ("Agreement") is made and entered into this 1st day of October, 2021 in Stevens Point, Wisconsin, by and between Mcdill Inland Lake Protection and Rehabilitation District, Inc. ("District" or "MILPRD") and Petersen Companies, Inc. ("Contractor" or "PCi" or "PCi Dredging" or "Petersen Companies, Inc.") whose address is: 817 Main St., P.O. Box 128, Brownsville, WI 53006.

WHEREAS, District operates and maintains the property known as Mcdill Pond ("Property") in Stevens Point, WI and desires to retain Contractor to perform lake dredging work and other work necessary thereto ("Services") according to this Agreement, the Scope of Work as set forth in Exhibit "A" to this Agreement, which includes Drawings (referred to in its entirety as the "Project"); and

WHEREAS, Contractor desires to perform such Project according to the terms, conditions, and covenants set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties hereby covenant and agree as follows:

1. PARTY REPRESENTATIVES.

(A) All decisions or approvals required of District will be made by its Board of Directors. District, in turn, designates Krista Olsen, whose phone number is 715-347-8901, as "District's Representative" who is hereby authorized to convey and submit all decisions, approvals, Change Orders, and other communications of District, required or needed under the terms of this Agreement, to Contractor. District's Representative is also authorized to receive any and all correspondences, notices, and other communications required under the terms of this Agreement from Contractor on behalf of District. In no event will this Agreement or any of the attached documents be construed to create a contractual relationship of any kind between District's Representative and Contractor.

(B) Contractor designates Mark Petersen whose phone number is 715-892-1884, as "Contractor's Representative" and supervisor having authority and responsibility over all work performed by Contractor, its sub-contractors, agents, and employees. Contractor's Representative is hereby authorized to convey and submit all decisions, approvals, Change Orders, and other communications of Contractor, required or needed under the terms of this Agreement to District. Contractor's Representative is authorized to receive any and all correspondences, notices, and other communications required of this Agreement from District on behalf of Contractor. Contractor will maintain the same Representative for the duration of this agreement unless Contractor notifies District in writing of any changes in Contractor's Representative.

2. Documents

CONTRACT DOCUMENTS. The Contract Documents consist of the following

(A) This Agreement; and

(B) Scope of Work as identified by the proposal submitted by Contractor on January 12, 2021, which includes Drawings and is attached to and incorporated into this Agreement as Exhibit "A." The Contract Documents are complementary and what is required by one is binding as if required by all. In the event of a conflict between this Agreement and any attached document, including Exhibit "A," the terms and conditions of this Agreement control, unless expressly stated otherwise.

3. INDEPENDENT CONTRACTOR. Contractor is properly equipped, organized, and financed to complete the Project. Contractor is an independent contractor and not an employee of District or District's Representative.

4. GOVERNMENTAL COMPLIANCE; PERMITS AND LICENSES.

(A) Contractor will complete the Project according to the requirements of the City of Stevens Point, the State of Wisconsin, and any other governmental entity or agency having jurisdiction over the Project. Contractor will further assist District in applying for and obtaining, as part of the Contract Price set forth in Paragraph 10 below, all necessary governmental permits, licenses, inspections, and approvals that maybe required in connection with the Project. District will pay the costs of the permits separate from Contract Price. If Contractor performs any work contrary to any laws, ordinances, rules, and regulations, Contractor will bear all costs arising therefrom, including, but not limited to, costs of reparations, correction, and defense of prosecution. Contractor must provide District with copies of all such required permits and licenses. District will reasonably assist Contractor, when necessary, in obtaining such permits and licenses.

(B) For each employee of Contractor who works on the Project, Contractor certifies that it has verified the employment eligibility and identity of those employees pursuant to Form I-9 requirements, has correctly completed the relevant sections of the Form I-9 for those employees, and is in compliance with all applicable immigration laws, statutes, rules, codes, orders, and regulations, including, without limitation, the Immigration Reform and Control Act of 1986, as amended, the Immigration and Nationality Act, as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and any successor statutes, laws, rules, and regulations thereto (collectively, the "Immigration Laws") with respect to such employees.

(C) Contractor will ensure that all employees performing any services comply with basic regulatory provisions of the Occupational Safety and Health Administration ("OSHA") and the OSHA Safety and Health Standards, as such federal regulations are applicable to the Project. Contractor and its employees are solely responsible for the implementation and enforcement of health and safety requirements. Contractor will take all necessary precautions for safety and protection to prevent damage, injury, or loss to all employees performing any services, all material and equipment utilized with performance of services, the Property, and other property located on the Property.

(D) Contractor acknowledges and understands that District complies with and operates within the requirements of all federal, state, and local fair housing, sexual harassment, and discrimination laws. Contractor agrees to be bound by the same laws as well as District policies. District's policies prohibit discrimination based on gender, race, creed, color, ethnic background, handicap, familial status, or national origin manifested in any form directed at any person. Contractor further agrees and understands that any act of discrimination or sexual harassment directed at anyone affiliated with District, including but not limited to all its members, residents, directors, officers, managers,

owners, guests, employees, or agents initiated by Contractor's employees, agents, or any other persons affiliated with or hired by Contractor, will not be tolerated. A clear and convincing violation(s) of the aforementioned policies constitutes a breach of this Agreement. Such breach of this Agreement allows District to immediately terminate this Agreement without further financial liability.

5. INSURANCE.

(A) Contractor must furnish a Certificate of Insurance for each and every form of insurance listed below. Contractor will not commence any services until Contractor furnishes such documents to District. Contractor will provide and maintain, at its own expense, through the completion of the Project, and for a period of two weeks thereafter, the following forms of insurance:

(i) Workers' Compensation Insurance, including Employer's liability insurance, covering all personnel engaged in the performance of this Agreement and in accordance with the laws of the State of Wisconsin;

(ii) Public & General Liability Insurance, covering bodily injury and/or property damage with limits of liability not less than \$1,000,000.00 for each occurrence and \$2,000,000.00 for each accident or disaster in the aggregate;

(iii) Property Damage Insurance, with limits of liability not less than \$1,000,000.00 for each accident and \$1,000,000.00 per occurrence; and,

(iv) Automobile Liability Insurance, covering bodily injuries with limits of not less than \$1,000,000.00 per occurrence and coverage for property damage of not less than \$1,000,000.00 per occurrence, for any accident arising out of or resulting from the operation, maintenance, or use by Contractor, its subcontractors, agents, or employees, of any owned, non-owned, or hired automotive equipment.

(B) All insurance policies must be issued by companies authorized to do business under the laws of the State of Wisconsin.

(C) All policies for liability protection, bodily injury, or property damage, will include the name and address of District as an additional insured. Each of the required insurance policies will contain a provision to the effect that they may not be canceled except upon ten days prior written notice to District. Contractor must prepare and submit accident reports in accordance with the procedures established by the insurance carrier(s).

(D) Contractor will also maintain insurance in its own name to protect itself from loss incurred by fire and lightning and extended coverage for vandalism, theft, and malicious mischief in the full amount of the Agreement, which insurance will cover all labor and materials connected with the work including materials delivered to the Project site but not installed on the building(s).

(E) If Contractor fails to procure and/or maintain any of the required insurance policies, District has the right to procure and maintain said insurance for and in the name of Contractor, and Contractor will pay the costs thereof and will furnish all information necessary to maintain and make effective such insurance. The cost of such insurance may be deducted from any payments that may be otherwise required under the terms of this Agreement from District to Contractor.

6. GENERAL SCOPE OF WORK AND RESPONSIBILITIES.

(A) Contractor represents that it carefully examined and inspected the Property that it carefully prepared and reviewed the Scope of Work and agrees and acknowledges that the work set forth in the Scope of Work is necessary and adequate to complete the Project in a safe, orderly, proper, and efficient manner. The Project must be completed according to the Scope of Work.

(B) Contractor will supervise and direct the Project competently and efficiently, devoting such attention to the Project and applying such skills and expertise as is necessary to perform the work according to this Agreement. Contractor is solely responsible for the means, methods, techniques, sequences, and procedures of the work to be performed.

(C) Contractor will not subcontract its duties, either in whole or in part, in this Agreement. Contractor will require each subcontractor, to the extent of the services to be performed by the subcontractor, be bound by the terms of this Agreement, and to assume toward Contractor all the obligations and responsibilities which Contractor, by this Agreement, assumes toward District including, but not limited to insurance requirements and permits.

(D) Any work Contractor intends to perform for the Project, not specified in the Scope of Work on the date this Agreement is executed must be approved in writing by District's Representative before Contractor performs the work.

7. SITE ACCESS. PREPARATION. AND STORAGE.

(A) Arrangements for storage of materials and equipment on the Property must be approved by District and made with District's Representative prior to the delivery of materials. Storage of all materials and equipment on the site is at Contractor's sole risk. Contractor will not unreasonably encumber the Property with equipment or material.

(B) Contractor is responsible for reasonable storage of equipment and materials from May 30, 2021, to December 31, 2022, so as to not present a safety hazard. Contractor is responsible for maintaining clean and ready access to the Project site.

8. PROPERTY PROTECTION AND DAMAGES.

(A) Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project, including, without limitation, ensuring compliance with all applicable governmental safety rules, regulations, laws, and requirements.

(B) Contractor must restore to the original condition, or pay for the cost of such restoration, those portions of altered or damaged Property, not designated for alteration by this Agreement, excluding restoring the dredge disposal site, which will only be restored pursuant to a Change Order.

(C) Damage to Contractor's or its employees' equipment is the responsibility of Contractor.

9. HOURS. Hours of work are between 7:00 a.m. and 7:00 p.m., Monday through Saturday. Work cannot take place on Sundays, or legal Holidays without District's prior written consent.

10. CONTRACT PRICE. The contract price for the Project will never exceed

\$1,003,450.00, which includes all work provided for and described in Exhibit "A," including all materials, supplies and sales, consumer, and other taxes, freight, delivery charges, and insurance premiums ("Contract Price"). District will pay Contractor pursuant to the terms of this Agreement and subject to adjustments as provided for in this Agreement.

11. CHANGE ORDERS. Any work not required or specifically authorized by this Agreement, including using more than 2dewatering pits, will be done only upon District's prior written order provided by District's Representative. District, without invalidating this Agreement, may order changes in writing consisting of additions, deletions, or other revisions. The Contract Price and the time for completion may also be changed upon the written agreement of Contractor and District. The cost or credit to District resulting from a change in the work will be by:

(1) mutual acceptance of a lump sum; or

(2) by costs to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

District will not be responsible, liable, or obligated to pay for any work performed or materials supplied without its prior written approval. No course of dealings, express or implied contract, estoppel, waiver, or claim of unjust enrichment or quantum meruit will be the basis of any claim to an increase in the Contract Price or time for completion.

12. METHOD OF PAYMENT. District will pay Contractor for work performed and materials provided pursuant to the following terms and conditions:

(A) Upon completion of each cubic yard identified in the Scope of Work, excluding Mobilization, will be invoiced upon completion of that phase.

(B) Mobilization will be invoiced in subphases as Services are completed.

(C) In the event that District fails to make any payment within 30 business days of District's receipt of Contractor's invoice at the address provided in the introductory paragraph, District will pay Contractor interest on such payment from the date originally due at a rate equal to 1.5% per month.

(D) District's approval of any work or progress or final payment to Contractor does not constitute a waiver of any claim of defect or damage against Contractor.

(E) All sums and payments provided for above are further subject to the other terms and conditions of this Agreement, including without limitation, the Time for Completion (Paragraph 14) and Default by Contractor (Paragraph 19) provisions.

13. MECHANICS' LIENS.

For good and valuable consideration, including the negotiated Contract Price, Contractor unconditionally waives and releases any and all mechanics' lien rights or claims of lien rights against the

property or Project or District, or the occupants of the Project upon District's final payment to Contractor. Contractor agrees not to file any mechanics' liens to secure payment under this Agreement. Contractor further agrees that any such lien is void and unenforceable and constitutes a substantial and material breach of this Contract. District is entitled to set off against any sums due to or to become due to Contractor under this Agreement an amount equal to two times the amount of the lien claim of Contractor or any of Contractor's subcontractors, suppliers, or lower tier subcontractors, suppliers, vendors, and/or laborers.

14. TIME FOR COMPLETION.

(A) The Construction schedule is as follows: Contractor will commence work on the project by no later than September 28, 2021 (the day work begins is referred to as the "Commencement Date") and will be completed in full no later than December 31, 2022 (the "Time for Completion"). If, for any reason, with the exception of those items specified in this Paragraph, the Project is not completed in full by the Time for Completion, District has the option to terminate this Agreement or to reduce the final payment by \$100.00 per day for each day the Project is not completed in full past the Time for Completion. This clause is, however, in addition to and not in substitution for any other rights or remedies which District may have in this Agreement or otherwise.

(B) Notwithstanding the provisions of this Paragraph, the commencement and completion of the Project are subject to Acts of God, natural disasters, weather conditions, the timely and necessary cooperation of and/or coordination by any other contractor performing work on the Condominium Property that affects, relates to, or impacts Contractor's services, the cooperation of District and its members, and compliance by District of its obligations under this Agreement. Upon written application by Contractor, District's Representative will determine whether or not the Time for Completion should be modified. If a reasonable modification is warranted, the District's Representative will notify Contractor in writing of the new Time for Completion by Change Order.

(C) Time is of the essence with respect to the performance of each covenant and term set forth in this Agreement.

(D) The construction of the sediment storage areas and any necessary testing would commence in October 2021. Dredging operations may commence in October 2021 based on scheduling and weather conditions.

15. BEST EFFORTS OF CONTRACTOR. Notwithstanding the time set forth in Paragraph 14 for the completion of the Project, Contractor will, at all times, exert its best efforts to complete the Project at the earliest possible time, and will at all times furnish sufficient labor and materials to ensure the most efficient and speediest progress toward completion of the Project.

16. INSPECTION.

(A) Within 15 business days of the receipt of Contractor's invoice for payment, District's Representative may conduct an inspection for the portion of the Project covered by the invoice. Any objections with the work performed will be communicated in writing to Contractor within 5 business days of such inspection.

(B) In the event District fails to deliver any written objections within 5 business days of the completion of the inspection, the invoice submitted for the given installment payment will be paid to Contractor according to Paragraph 12.

(C) In the event District delivers a written notice of objection, the parties will meet to resolve such items within 14 calendar days of receipt of the notice.

17. WARRANTIES AND GUARANTEES.

(A) All workmanship and materials must meet the highest industry standards so as to pass without objection. Contractor further warrants and guarantees to District that all Services will be in accordance with this Agreement and will not be defective.

(B) In addition to all other requirements of this Agreement and Wisconsin law, Contractor will replace, at its own expense, or pay for the cost of, without any additional expense to the District, any and all equipment or property of District or its members that is damaged due to Contractor's negligence or the negligence of Contractor's subcontractors, agents, or employees.

18. INDEMNIFICATION.

(A) To the fullest extent provided for by law, Contractor will indemnify, hold harmless and defend District, its Board members and officers, District's Representative, and its owners, and all of their heirs and assigns, against all liabilities, claims, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees, for property and/or bodily damage that may arise out of, relate to, or be caused by any act or omission of Contractor, its subcontractors, agents, or employees, in the performance of any part of this Agreement.

(B) In any and all claims against District or its Board Members, or its owners, by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable for; the indemnification obligations under this Paragraph will not be limited in any way by any limitation on the amount or the type of damages, compensation, or benefits payable by or for Contractor or subcontractor under any workers' compensation or disability benefit act or coverage or other employee benefit acts.

(C) If District, in the enforcement of any part of this indemnity provision, will incur necessary expenses, or becomes obligated to pay reasonable attorneys' fees or court costs; Contractor agrees to reimburse District for such expenses, attorneys' fees, or costs within 30 calendar days after receiving written notice from District of the incurring of such expenses, costs, or obligations.

19. DEFAULT BY CONTRACTOR.

If Contractor fails to perform any obligation under this Agreement in any material respect, or fails in any way to perform the conditions hereof, or disregards the authority of District's Representative, or fails to pay laborers, mechanics, material men, and suppliers when due (and if such failure to pay is not caused by District's failure to make payments to Contractor in accordance with this Agreement), or repeatedly fails to supply sufficient, skilled work personnel or suitable materials or equipment, or disregards any laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, District has the right, if it so elects and without prejudice to any rights or other remedies available under the laws of the State of Wisconsin, by giving 10 calendar days written notice of its election to Contractor, to:

1) terminate this Agreement and take over all work, or part thereof, and all materials, equipment, and supplies, and finish the work by whatever method District deems expedient;

2) withhold part or all of any payment otherwise due pursuant to the terms of this Agreement. Contractor is liable for any and all costs including, but not limited to, District's reasonable attorney fees, in enforcing the terms of this Agreement or curing any breach of same. Contractor is also liable for any additional cost, above and beyond the Contract Price, involved in replacing Contractor, either on a temporary or permanent basis, due to Contractor's failure to perform in any material respect.

20. WAIVER OF BREACH.

The failure of any party hereto to insist upon strict performance of any of the covenants and agreements herein contained, or to exercise any option or right herein conferred, on any one or more instances, will not be construed to be a waiver or relinquishment of any such option or right, or of any other covenants or agreements, but the same will be and remain in full force in effect.

21. NOTICES.

All consents, demands, elections, notices, requests, and other communications required in this Agreement will be in writing and will be sent by regular U.S. mail, postage prepaid, telecopy, or hand delivery and addressed to the same addresses of the parties listed previously in this Agreement or to such other address as any party may by similar notice hereafter designate for such purpose.

22. GOVERNING LAW AND SEVERABILITY

This Agreement and any dispute regarding the Contract Documents, whether arising from this Agreement itself, Agreement formation, or alleged extra contractual facts prior to, during or subsequent to this Agreement, including, without limitation, fraud, misrepresentation, negligence or any other alleged tort or violation of this Agreement, shall be brought in the state or federal courts residing in the State of Wisconsin and no other forum and the local laws of Wisconsin will govern, determine, and enforce any such action related to the above regardless of the legal theory upon which such matter is

asserted. Each of the parties hereby submits to the exclusive jurisdiction of state or federal courts residing in the State of Wisconsin.

23. CONSTRUCTION OF TERMS.

The section headings contained herein are for convenience only and do not define, limit, or constitute the contents of such sections.

24. INTERPRETATION.

This Agreement will be construed according to the fair meaning of the language used and not strictly construed in favor or against either party.

25. MERGER.

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement and contains all of the covenants, agreements, and other obligations between the parties with respect to the subject matter of this Agreement. No waiver, alterations, or modifications of this Agreement or any other agreements in connection therewith will be valid unless in writing and duly executed by all parties hereto.

26. ASSIGNABILITY.

The parties expressly agree that neither party may assign its interest without the express written consent of the other party. **Provided, Contractor assigns this Agreement to Michels Construction, Inc. effective November 1, 2021.**

27. COUNTERPARTS.

For the convenience of the parties, this Agreement has been executed in two (2) counterparts which are in all respects identical and each of which will be deemed to be complete in itself so that anyone may be introduced in evidence or used for any other purpose without the production of the other counterparts.

28. EXONERATION CLAUSE.

All agreements of payment and performance on the part of the signatory(ies) for District are agreements to pay and perform out of funds of District. No signatory for District assumes, nor is he or she under, any personal liability or obligation by reason of this Agreement.

29. ACKNOWLEDGMENT.

Contractor and District acknowledge they have read and understands the terms and conditions of this Agreement and that it has had the opportunity to have this Agreement reviewed by an attorney at law of its choosing prior to entering into this Agreement and that it has had the opportunity to inspect the Project premises prior to executing this Agreement.


Petersen Companies, Inc.

By:  _____

Name: Eric Justman

Title: President

McDill Inland Lake Rehabilitation District

By:  _____


Name: Krista Olson

Title: President

Acknowledgement and Acceptance of Assignment:

Michels Construction, Inc. accepts assignment of this Agreement in its entirety effective November 1, 2021.

Michels Construction, Inc.

By:  _____

Name: A. David Stegeman

Title: Secretary

Exhibit A

The Contractor's proposal is incorporated as attached, subject to the revised pricing below.

Hydraulic Dredging					
	QTY	Unit	Unit Price	Total	Final Numbers w/ Discount
Mob/Demob	1		\$185,000.00	\$ 185,000.00	\$ 166,500.00
Earthworks Site Prep	1		\$110,000.00	\$ 110,000.00	\$ 99,000.00
Area A (Silt Trap)	35000	CY	\$ 10.50	\$ 367,500.00	\$ 367,500.00
Area B (14' Depth)	7000	CY	\$ 10.25	\$ 71,750.00	\$ 71,750.00
Area C (12' Depth)	12000	CY	\$ 11.05	\$ 132,600.00	\$ 132,600.00
Area D (10' Depth)	8000	CY	\$ 11.45	\$ 91,600.00	\$ 91,600.00
Area E (8' Depth)	2500	CY	\$ 18.00	\$ 45,000.00	\$ 45,000.00
	64500	Project Total Estimate		<u>\$ 1,003,450.00</u>	<u>\$ 973,950.00</u>

January 12, 2021
McDill Inland Lake and Rehabilitation District

PCi Dredging
7560 Poplar Drive
Minocqua WI, 54548
Phone: +1 715 892 1884



Bid Proposal

Prepared For: McDill Inland Lake and Rehabilitation District
ATTN: Krista Olson

Prepared By: PCi Dredging
Mark Petersen

Dear Krista Olson,

This Bid Proposal (“BP”) documents certain terms of the understanding between PCi Dredging (“PCI”) and McDill Inland Lake and Rehabilitation District (“Client”) with respect to the dredging (“Project”). PCi will provide certain services to the Client as described in this Bid Proposal in connection with the Project (“Services”). These Services shall be provided under the provisions of this Bid Proposal, including any appendices, schedules and/or attachments which, together, describe our understanding with respect to the Services (“Agreement”).

Project Background & Objectives

The Project consists of hydraulically dredging a portion of McDill Pond. The purpose is to remove sediment that has accumulated within the pond. The Project needs to occur because the pond retains sediment due to the presence of a dam and dredging of the pond is required for continual maintenance.

PCi Dredging was formed as the result of a need in the industry for a company focused on client satisfaction and results. Continuing to educate ourselves and bring the client the best service available is our focus. We take great pride in the work ethic and respect that our employees exemplify. Health and safety on all of our projects are the first and foremost concerns of PCi. The ability to travel and be self-sufficient and yet treat clients with the respect they and their projects deserve are key components to the service PCi Dredging provides. PCi strives to develop strong relationships with other contractors and our clients and believes cooperation, teamwork and respect are critical for the successful completion of any project.

Project Scope

- *Mobilization/Demobilization*
 - Earthmoving Equipment
 - Design and construction of the dewatering area
 - Hydraulic Dredging Equipment
 - Estimated 4 semi loads will need to be assembled and then launched in the lake
 - Dredge Pipeline
 - Totalling an estimated 7500 feet or 3 semi loads
 - Pipeline will be fused on-site into lengths ranging from 100’ to 500’
 - Water Treatment System
 - Necessary to meet WIDNR discharge requirements.
 - Most equipment will be stored onsite through winter to accommodate the necessary two seasons of work.
 - All equipment will be removed from the site at the conclusion of the Project.

January 12, 2021
McDill Inland Lake and Rehabilitation District

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- *Dredge Disposal Site Design*
 - PCi would handle the design of the disposal area based on our needs and experience with similar size dredging disposal projects. PCi will self-perform the survey work utilizing RTK GPS equipment. The data will be used by our inhouse designer to create a templet to examine available storage capacity and water retention time needed to match the projects timeline and removal goals.
- *Earthwork Site Preparation*
 - Once an approved design is agreed upon between all stakeholders, PCi will use a local earthmoving contractor for bulk earthwork that PCi has used in the past. All cut and fill work will be completed under PCi supervision to maintain necessary best management practices with special care taken during construction of the berms.
- *Dredging Services*
 - Dredging work is anticipated to be conducted in phases due to the limited size of the disposal area. That being said, PCi has reached out to local contractors about their ability to take material off site as it becomes available and dry. In concept the project could be completed in one phase if material is removed at a rate matching the dredge production.
- *Regulatory Services*
 - PCi would comply with all testing and reporting requirements by WDNR for dredging and wastewater return activities.
- *Reporting Services*
 - PCi would provide Client with a weekly report showing:
 - Dredge Progress
 - Map of work area and estimated CY removed
 - Test results (Turbidity and TSS) for permit compliance
 - Material QTY Removed from Dewatering Area
 - Summary of interactions with stakeholders or regulatory visits to site

Deliverables

As a result of PCi’s provision of the Services, PCi will provide the following Deliverables to the Client (the “Deliverables”):

- Weekly Progress Reports
- Site Plan for Disposal Area
- Sediment and Erosion Control Plans
- Dredge Logbook
- Pre and Post Dredge Survey Results
- WDNR Waste Water Reporting Log

Client Responsibilities

In connection with PCi’s provision of the Services, the Client will perform the tasks, furnish the personnel, provide the resources, or undertake the responsibilities specified below (“Client Responsibilities”):

- Completion of storm water permit
- Provide list of potential contractors/companies that would take the material
- Ask City of Stevens Point to use more land for the disposal site
- Handle potential amendments to WDNR permit

January 12, 2021
McDill Inland Lake and Rehabilitation District

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Project Team

The Project team will consist of a

- (1) *Sr. Project Manager*
 - Record removal and dredge condition data
 - Compile weekly progress report
 - Direct Equipment Operators
 - Has ability/authority to make decisions on the field
 - Point of contact to the Client

- (2) *Equipment Operators*
 - Operate dredge equipment with Sr. Project Manager guidance
 - Operate support boats, barges and heavy machinery
 - Manage disposal area

Technical Approach

PCi has the equipment, personnel and experience to provide a solution to the sediment issues that McDill Pond faces.

- PCi would use a 10-inch hydraulic cutter head dredge
- Material would be pumped via dredge pipe to the disposal area dictated in the plans
- Material would be managed to maximize the stock pile area cost effectively

Project Schedule

- Begin by mobilizing the pipeline during the winter months.
- Once the disposal site design is agreed upon by all parties, PCi would start clearing, grubbing and begin the installation of storm water controls.
- Disposal site construction to follow clearing and grubbing.
- Dredge will be mobilized in the beginning of May or when weight limits allow
- If needed, the dredge can be moved to PCi's pit in Wausau as needed to give the dewatering area time to empty or dry.
- Dredging is expected to last as needed in two seasons from May 15th to November 15th

Estimated Fees

PCi's fees will be based on actual volume removed at the rates indicated below, while any additional yardage from the general areas provided will be completed at a discount.

The permit is allowing up to 90,000 CY of removal, however for PCi to provide an accurate pricing on 90,000 CY of removal PCi would need to survey and determine the areas where the removal/disposal can and would take place. It is our intention to work with the Client to get the removal cost per cubic yard as low as possible by being creative with the disposal options and balancing schedule concerns with other PCi projects in the area.

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Hydraulic Dredging				
	QTY	Unit	Unit Price	Total
Mob/Demob	1		\$ 185,000.00	\$ 185,000.00
Earthworks Site Prep	1		\$ 110,000.00	\$ 110,000.00
Dredging Silt Trap	24040	CY	\$ 10.50	\$ 252,420.00
Channel Dredging 14' Area	3135	CY	\$ 10.25	\$ 32,133.75
Channel Dredging 12' Area	6740	CY	\$ 11.05	\$ 74,477.00
Channel Dredging 10' Area	3865	CY	\$ 11.45	\$ 44,254.25
Channel Dredging 8' Area	1280	CY	\$ 18.00	\$ 23,040.00
	39060	Project Total Estimate		\$ 721,325.00

Amended Proposal for \$1,000,000 Budget

Hydraulic Dredging				
	QTY	Unit	Unit Price	Total
Mob/Demob	1		\$ 185,000.00	\$ 185,000.00
Earthworks Site Prep	1		\$ 110,000.00	\$ 110,000.00
Dredging Silt Trap	35000	CY	\$ 10.50	\$ 367,500.00
Channel Dredging 14' Area	7000	CY	\$ 10.25	\$ 71,750.00
Channel Dredging 12' Area	12000	CY	\$ 11.05	\$ 132,600.00
Channel Dredging 10' Area	8000	CY	\$ 11.45	\$ 91,600.00
Channel Dredging 8' Area	2500	CY	\$ 18.00	\$ 45,000.00
	64500	Project Total Estimate		\$ 1,003,450.00

Contingencies & Assumptions

Due to the lack of complete plans, data and the significant variations of sediment depths, it is not practical to provide firm pricing. PCi has given estimates that reflect what we feel are realistic costs involved with this project based on the information provided. That being said, PCi feels that if we work with McDill to maximize value we can see a lower dredging cost per cubic yard removed. Below are other assumptions by PCi that must be confirmed by the Client:

- All material is able to be removed by a cutterhead dredge
- Material will dewater in a basin for that purpose
- WDNR water quality can be met without the use of polymers
- Material will be managed to maximize the stock pile area cost effectively but will be loaded into trucks and hauled by others
- Turbidity curtains around the dredge will not be necessary
- Dredging will be allowed from March 15th until the pond freezes each season
- Surveys will not need to be done by licensed surveyor
- Permits necessary for work will be obtained by the Client
- PCi will be allowed one progress billing per month
- PCi will consider financing parts or all of the project for McDill at an agreed upon interest rate and payment timeline

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- PCi will not be responsible for final restoration of the dewatering area but can provide pricing as plans are developed.
- PCi will restore the dredge launch area and any roads utilized for the project withing this proposed scope.
- PCi reserves the right to an onsite evaluation of the work to be performed prior to honoring pricing provided in this proposal.

Health & Safety

Zero incident performance is our goal on every project. No injuries, no property damage and no adverse community or environmental impacts. PCi will work to develop a Health and Safety Plan (HASP), Accident Prevention Plan (APP), along with Activity Hazard Analyses (AHA) unique to each project and job site.

- Many PCi employees have the below certifications
 - CPR/First Aid
 - OSHA 30 Hour Safety and OSHA 10 Hour
 - OSHA 8 Hour HAZWOPER Supervisor Training
 - USACE CQM Certification
 - Fire Fighter 1/Fire Fighter 2
 - Certified Diver
- Specific training for project can be supplemented as needed.

Key Project Experience

Below are a few PCi projects along with key project facts:

- Breneman Lake - Portage, WI
 - 30,000 CY Hydraulically Removed
 - 2.5 Acre Disposal Area
 - Dewatering Basin with Polymer Treatment
- Kalamazoo River Enbridge Oil Spill - Marshall, MI
 - 25,000 CY Hydraulically Removed
 - 5 Acre Disposal Area
 - Geotextile Tubes dewatering with polymer treatment
 - Water Treatment plant set up onsite due to contaminated material
- Tappan Lake - Cadiz, OH
 - 120,000 CY Mechanically removed and 150,000 CY Hydraulically Removed
 - 12 Acre Disposal Area
 - Dewatering Basin with Polymer Treatment

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- Dismal Swamp Canal - Chesapeake, VA
 - 35,000 CY Hydraulically Removed
 - Reconstruction of 10 Acre Disposal Area
 - Dewatering Basin
- Andalusia Marina - Andalusia, IL
 - 6,500 CY Hydraulically Removed
 - Dewatering Basin
- Syracuse Harbor - Syracuse, NY
 - 35,000 CY Hydraulically Removed
 - 3.5 Acre Disposal Area
 - Dewatering Basin with Polymer Treatment
- Long Lake - New Brighton, MN
 - 7,500 CY Hydraulically Removed
 - 2 Acre Disposal Area
 - Dewatering Basin with Polymer Treatment
- Ditch 5 - Vero Beach, FL
 - 180,000 CY Hydraulically Removed
 - Limited disposal area but sand was removed during dredging
- Dorn Creek - Waunakee, WI
 - 3.5 miles of creek channel hydraulically dredged
 - Dewatering basin with polymer treatment
- Drinking Water Plant - Red Lion, PA
 - 26,000 CY Hydraulically Removed
 - Dewatering Basin with Polymer Treatment
 - Plant was active area during dredge project
- Dubose Lake - Arden, NC
 - 13,000 CY Hydraulically Removed
 - Geotextile tube dewatering with polymer treatment
- Dunes Lake - Sturgeon Bay, WI
 - 12,000 CY Hydraulically Removed
 - Dewatering Basin with Polymer Treatment
- Dunes Lake Phase 2 - Sturgeon Bay, WI
 - 62,000 CY Hydraulically Removed
 - Dewatering Basin with Polymer Treatment
- Little Manitowoc River - Manitowoc, WI
 - 7,500 CY Hydraulically Removed
 - Geotextile tube dewatering with polymer treatment

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- Mount Kisco Country Club - Mt. Kisco, NY
 - 8,000 CY Hydraulically Removed
 - 2 Acre Disposal Area
 - Dewatering Basin with Polymer Treatment

- Lake Mohawk - Malvern, OH
 - 120,000 CY Hydraulically Removed
 - 9 Acre Disposal Area
 - Dewatering Basin with Polymer Treatment

- NYRA - Saratoga Springs, NY
 - 43,000 CY Hydraulically Removed
 - 5 Acre Disposal Area
 - Geotextile tube dewatering with polymer treatment

- Pewaukee Lake - Pewaukee, WI
 - 13,000 CY Hydraulically Removed
 - 2 Acre Disposal Area
 - Dewatering Basin

- Traverse Harbor - Gay, MI
 - 46,000 CY Mechanically Removed
 - Trucked and placed in disposal area

- Sawyer Creek - Oshkosh, WI
 - 26,000 CY Hydraulically Removed
 - 10,000 CY Mechanically Removed
 - Geotextile tube dewatering with polymer treatment

- Spring Brook Country Club - Morristown, NJ
 - 23,000 CY Hydraulically Removed
 - Geotextile tube dewatering with polymer treatment

- Spring Mill State Park - Mitchell, IN
 - 106,000 CY Hydraulically Removed
 - 15 Acre Disposal Area
 - Dewatering Basin

- Token Creek - Burke, WI
 - 2.2 miles of creek and ponds hydraulically dredged
 - 2 Acre Disposal Area
 - Dewatering basin with polymer treatment

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- Wormley Creek - Yorktown, VA
 - 46,000 CY Hydraulically Removed
 - Loaded material into hopper barge for off-shore disposal

- Eagle River Channel - Three Lakes, WI
 - 7,000 CY Hydraulically Removed
 - Dewatering Basin with polymer treatment
 - Emergency repair work caused by flooding

Project References

We appreciate the opportunity to be of service to you and look forward to working with you on this important project. You can be assured that it will receive our close attention both in the design and construction phases of work. If you would like contacts at any of our previous projects we are happy to provide those to you.

Conclusion

We appreciate the opportunity to be of service to you and look forward to working with you on this important Project.

Very truly yours,

PCi Dredging

A handwritten signature in black ink that reads 'Mark Petersen' in a cursive script.

Mark Petersen
mark@PCidredging.com