



CITY OF ANTIGO

PUBLIC WORKS COMMITTEE MEETING

MULTI-PURPOSE ROOM

Wednesday, January 23, 2019

CITY HALL, 700 EDISON STREET

5:30 PM

Call to Order

Discussion and Action May Occur on Any of the Following Agenda Items:

1. Approval of the Minutes from the November 28, 2018 Meeting
2. Approval to Purchase Tandem Truck for Street Department
3. Purchase of Grapple Bucket for Street Department
4. Approval of Booster Pump Additional Labor and Material Costs for Water Plant
5. Consideration of a Service Agreement with MSA Professionals for the Design of various Storm Sewer System Improvements to the Industrial Park's Existing Storm Water Outlet (located along the West Side of the Bridge/Saratoga Street Intersection) traveling south to the Remington Detention Pond Area
6. Proposed Service Agreement with MSA Professionals for the Submission of a \$1,000,000 CDBG Public Facilities Grant Application for a 5th Avenue Reconstruction Project from Highway 45 to Lincoln Avenue with the Potential Project Limit Extension for Resurfacing to Western Avenue depending on Available Funding
7. Consider a Service Agreement Amendment with MSA Professionals for the Combined Year 3 & 4 WPDES Phosphorus Compliance Alternative Plan Requirements for the Wastewater Treatment Plant
8. Summary of Final Compliance Report as Submitted by MSA Professional under the City's Wastewater Treatment Plant WPDES Permit Regarding Phosphorus Loading - INFORMATION ONLY
9. WisDOT's as Read 8th Avenue Bridge Replacement Bid Results and Potential Impacts to the State Municipal Agreement in regards to Project Funding
10. Approving 511 Clermont Street Tank Removal Contract with REI Engineering
11. New Parking Lot at 511 Clermont Street

Any Other Matters Authorized by Law to be Considered

Adjournment

Upon reasonable notice, efforts will be made to accommodate disabled individuals through appropriate aids and services. For additional information, contact Jaime Horswill, 700 Edison Street, Antigo, Wisconsin 54409. (715) 623-3633 extension 100. Members of and possibly a quorum of members of other governmental bodies may be in attendance to gather information. Any governmental body other than that specifically referred to above will take no action.

DATE MAILED: January 17, 2019

TOM BAUKNECHT



To: Mayor and City Council
From: Kirk Packard,
Date: January 23, 2019
Re: Approval to Purchase Tandem Truck for Street Department

I am requesting permission to purchase a tandem truck from money already in the 2019 CIP budget.



To: Mayor and City Council
From: Kirk Packard,
Date: January 23, 2019
Re: Purchase of Grapple Bucket for Street Department

I am requesting permission to get quotes and purchase a new grapple bucket from money already in the 2019 CIP budget.



**INFRASTRUCTURE
ALTERNATIVES, INC.**

To: The City of Antigo Public Works Committee

In the 2018 capital improvements budget under WTI-31, there was currently \$6,500 available for the rebuilding of one of the booster pumps at the drinking water treatment plant. The boosters are the pumps that transfer water from the storage tank at the water plant to both elevated water towers. At the November public works meeting the committee accepted a quote from Crane Engineering for \$6,128.00 in order to replace one of the aging motors.

The installation crew from Crane Engineering ran into troubles attempting to move the heavy motor down the steps into the booster pump room. In order to safely lower the motor down, a wooden platform was built in which the motor was moved onto. It was then lowered down to the floor with the gantry.

The additional labor time and cost of materials has increased the cost of the project to \$7,123.65, over the budgeted amount of \$6,500.00. I am asking the committee to approve additional funding in order to cover the cost of the project.

If you have any questions please do not hesitate to contact me,

Thank you,

Tommy Horswill | Project Manager

INFRASTRUCTURE ALTERNATIVES
N2420 Koszarek Road. | Antigo, WI 54409
715-627-2710 | Fax 715-627-2710 | Cell 715-216-6243
thorswill@iaewater.com | www.iaewater.com

Attachment: Public works memo January 2019 (2556 : Booster Pump overage)



Headquarters
707 Ford Street, Kimberly, WI 54136
t. 920-733-4425 f. 920-733-0211

R.D. Smith, A Crane Company
2703 Bauer St, Eau Claire, WI 54701
t. 715-832-3479

2.4.b
Q U O T E

Number CESQ798
Date Oct 23, 20
Expires Nov 22, 20

Sold To

Infrastructure Alternatives, Inc.
Tommy Horswill
Springbrook WWTP
N2420 Koszarek Rd
Antigo, WI 54409

thorswill@infralt.com
Phone 715-627-2710
Fax 715-627-2710

Ship To

Infrastructure Alternatives, Inc.
Tommy Horswill
Springbrook WWTP
N2420 Koszarek Rd
Antigo, WI 54409

thorswill@infralt.com
Phone 715-627-2710
Fax 715-627-2710

Sales Rep

Fluid Technology Sales
Travis Walker 920-219-109
t.walker@craneengineering.net
Inside Sales - Service
Josh Van Ryzin 920-257-0160
j.vanryzin@craneengineering.net

Here is the quote you requested.

Terms	RFQ	Ship Via	FOB	Crane Order#
n15		Best Way	Warehouse	

Line	Qty	Product	Lead Time	Unit Price	Ext. Price
1	1	EM2555T-4 Baldor Replacement Motor Model: EM2555T-4 100HP, 1780RPM, 3PH, 60HZ, 404T Frame	1-WEEK ARO	\$3,550.00	\$3,550.00
2	1	Labor, Equipment & Materials to: - Travel to site - Remove Existing Marathon Motor - Install Baldor EM2555T-4 Motor - Laser Align **This is an estimate for 2 technicians (1 mechanical, 1 electrical) for an 8-hour day**		\$2,578.00	\$2,578.00

Total \$6,128.00

Please contact me if I can be of further assistance.



Optimizing Fluid System Performance

CRANE ENGINEERING SALES INC
PO BOX 38
KIMBERLY, WI 54136
920-257-0109
Fax: 920-257-0209

Invoice

SOLD TO: Infrastructure Alternatives
c/o Antigo WWTP

N2420 Kaszarek RD
Antigo, WI 54409

Invoice: 354445
signed quote
PO: CESQ7985
Date: 12/27/2018
Cust # 103018

SHIP TO: Antigo WWTP
N2420 Kaszarek Road
Antigo, WI 54409

Quantity	Description	Unit Price	Amount
1	EM2555T-4 Motor	\$ 3,550.00	\$ - \$ - \$ 3,550.00
1	Installation of motor to include labor, travel and alignment includes construction of stair materials and coupler adder	\$ 3,454.50	\$ 3,454.50 \$ - \$ - \$ - \$ - \$ - \$ - \$ -
TOTAL			\$ 7,004.50
FREIGHT			\$ 119.15
TAX			
TOTAL DUE			\$ 7,123.65

IF YOU HAVE ANY QUESTIONS
REGARDING THIS INVOICE PLEASE
CONTACT DAWN DRAEGER
920-257-0109
d.draeger@craneengineering.net

Attachment: Crane Engineering final invoice (2556 : Booster Pump overage)



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: January 23, 2019
Re: Consideration of a Service Agreement with MSA Professionals for the Design of various Storm Sewer System Improvements to the Industrial Park's Existing Storm Water Outlet (located along the West Side of the Bridge/Saratoga Street Intersection) traveling south to the Remington Detention Pond Area

The Professional Service Agreement being proposed for the design (and future construction depending on identification of funding sources) is a long-form document consisting of 50+ pages and is not attached to your agenda packets. The document is being reviewed by staff and Attorney Winter's office to assure its content is in the best interest of the City. If you have any questions regarding the document you can contact me prior to the Public Works meeting accordingly; I will also have a copy available during the meeting itself. I anticipate that its final review will be completed prior to the February Council meeting.

I have attached the following into your agenda packets:

- Photos (June 2016 significant rain event) depicting flooding within the Industrial Park
- Map identifying locations of specific flooding problems
- Key pages from the proposed Professional Services Agreement with MSA

It is my recommendation to advance the design portion of the proposed agreement at this time and to address the construction services aspect of the proposal at a future meeting once funding and the project scope are more precisely identified. The flooding conditions require our attention and it is our hope that a partial funding source will be identified; we are currently scheduling a meeting with MSA and a potential funding source/agency at this time. Other potential funding sources include TIF funds, borrowing/bonding, the storm sewer enterprise account and potentially some street improvement funding.

An amount of \$75,000 was placed into the 2019 budget for design efforts to advance this effort and you are being asked to authorize \$64,500 based on the following information from MSA's proposal:

- | | |
|-------------------------------|-----------------|
| • Preliminary Design Phase | \$ 35,000 |
| • Final Design Phase | \$ 28,200 |
| • Bidding & Negotiation Phase | <u>\$ 1,300</u> |

Total Design Phase = \$64,500

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

Prepared by

MSA PROFESSIONAL SERVICES, INC.

for

CITY OF ANTIGO

SARATOGA INDUSTRIAL PARK – STORM SEWER



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This is **Attachment 1 to EXHIBIT A**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 13, 2019.

I. PROJECT DESCRIPTION

Project limits include the following:

- Saratoga Street from Bridge Street to the south side of the Saratoga Industrial Park
- Deeglise Street from the south side of the Saratoga Industrial Park to Pierce Avenue

The project length will include new storm sewer construction with road restoration where pavement is disturbed and new roadway constructed thru base course extending about 500 feet south of STH 64.

Preliminary Construction Estimate = \$907,000

The estimates are based on projections for 2018 prices and include engineering and a 5% contingency for construction.

The proposed project consists of new storm sewer construction and new roadway reconstruction thru base course.

Specifically, the project will:

- Install approximately 600 feet of new 24-inch storm sewer on Saratoga from Bridge Street to STH 64 (Century Avenue)
- Install approximately 500 feet of new roadway thru base course from STH 64 south. Roadway will be rural section with 12-foot lanes, 6-foot shoulders and 10-inch thick Base Aggregate Dense.
- Install approximately 2,350 feet of new 30-inch storm sewer across the Saratoga Industrial Park from STH 64 (Century Avenue) to Deeglise Street
- Install approximately 1,000 feet of new 36-inch storm sewer on Deeglise Street from the south side of the Saratoga Industrial Park to North Avenue.
- Install approximately 450 feet of reconstructed 36-inch storm sewer on Deeglise Street from North Avenue to Pierce Avenue.

This project will be funded using the City of Antigo general and enterprise funds.

II. SCHEDULE – DESIGN AND CONSTRUCTION

The following is a schedule of events proposed by MSA for the design of the project.

City Awards project to MSA	February 2019
Topographic Survey of the Site	February
Preliminary Plans Complete	March
Review with City	March

Final Plans Complete
~~Advertise for Bid~~
~~Bid Opening~~
~~Construction Begins~~
~~Construction Ends~~

April
~~April~~
~~May~~
~~June~~
~~October 2019~~

III. ENGINEERING SERVICES

A. DESIGN SERVICES

Design Engineering Fees are based on a discount provided to fit MSAs work schedule this winter. If the design of the project is delayed for funding or other reason and is unable to start before May 2019 the fee will be increased 20% to a normal competitive fee. The following tasks listed below are intended to highlight design services for this project in the City of Antigo.

- Collect topography for project area on Deleglise and Saratoga Streets from Pierce Avenue to Bridge Street, run level loop and set benchmarks for street design.
- Coordinate soil borings as required for Design
- Complete utility coordination as required.
- Design approximately 2,600 feet of rural roadway to cross the Saratoga Industrial Park with just centerline alignment, design 500 feet south from STH 64 with full rural design with 12-foot lanes and 6-foot shoulders.
- Design approximately 4,400 feet of storm sewer on Deleglise and Saratoga Streets from Pierce Avenue to Bridge Street.
- Develop plans and specifications for bidding.
- Complete and submit (1) WDNR non-point discharge storm water permit for the project.
- Complete and submit WDNR permit for the transfer of storm water from one drainage basin to another.
- Provide Bidding services including answering questions during the bid period, attend the bid opening, review bids, and make a recommendation of award to the lowest responsive bidder for the project.

B. CONSTRUCTION SERVICES FEE

The following tasks listed below are a summary of construction services for the new storm sewer and roadway.

- Provide construction staking for centerline, concrete curb and gutter and hubs for sub grade elevation.
- Provide part time observation of the project by the Project Engineer.
- Provide full time construction observation of the project by a Resident Project Representative for the duration of the project. Construction is estimated at 45 working days or 450 hours.
- Observe the work and inform the Owner as to compliance with plans and specifications.
- Provide interpretations of the plans and specifications and assist the Owner in interaction with the Contractor.
- Review and make recommendations for pay requests and contract change order requests from the Contractor.
- Develop record drawings from information provided by the Contractor.

- Complete project close out, substantial and final completion forms.

C. ASSUMPTIONS

- Acquisition or coordination of acquiring additional Right-of-Way is not included in this scope.
- MSA will coordinate soil borings for the project. The cost of soil borings will be the responsibility of the Owner (City).
- The Cost of all advertising and permit fees will be the responsibility of the Owner (City).

This is **EXHIBIT C**, consisting of 4 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated February 13, 2019.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
 1. A Lump Sum amount of \$97,450 on the following estimated distribution of compensation:

a. Preliminary Design Phase	\$35,000
b. Final Design Phase	\$28,200
c. Bidding and Negotiating Phase	\$1,300
d. Construction Phase	\$32,950
 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
 3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
 4. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period.
- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.



Attachment: Industrial Park Design Proposal Map - January 2019 (2557 : Professional Services Agreement with MSA for Industrial Park/Bridge Street Storm Sewer Design)

City of Antigo GIS



DISCLAIMER: The City of Antigo does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.

SCALE: 1" = 667'

Print Date: 1/14/2019

CITY OF ANTIGO JUNE 2016 SIGNIFICANT RAIN EVENT



Waukesha Bearing Driveway Looking East



Parsons Driveway Looking West



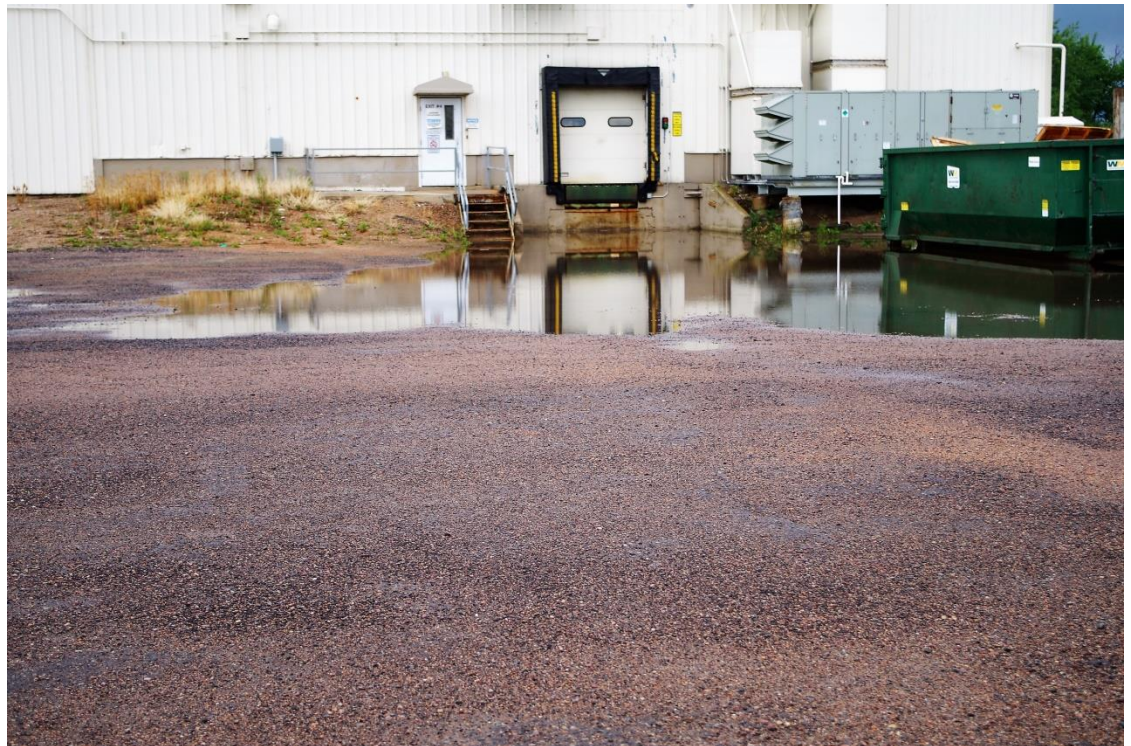
NE Quadrant of the Amron Ave/Clermont Street Intersection



Plaspak Loading Dock Looking North



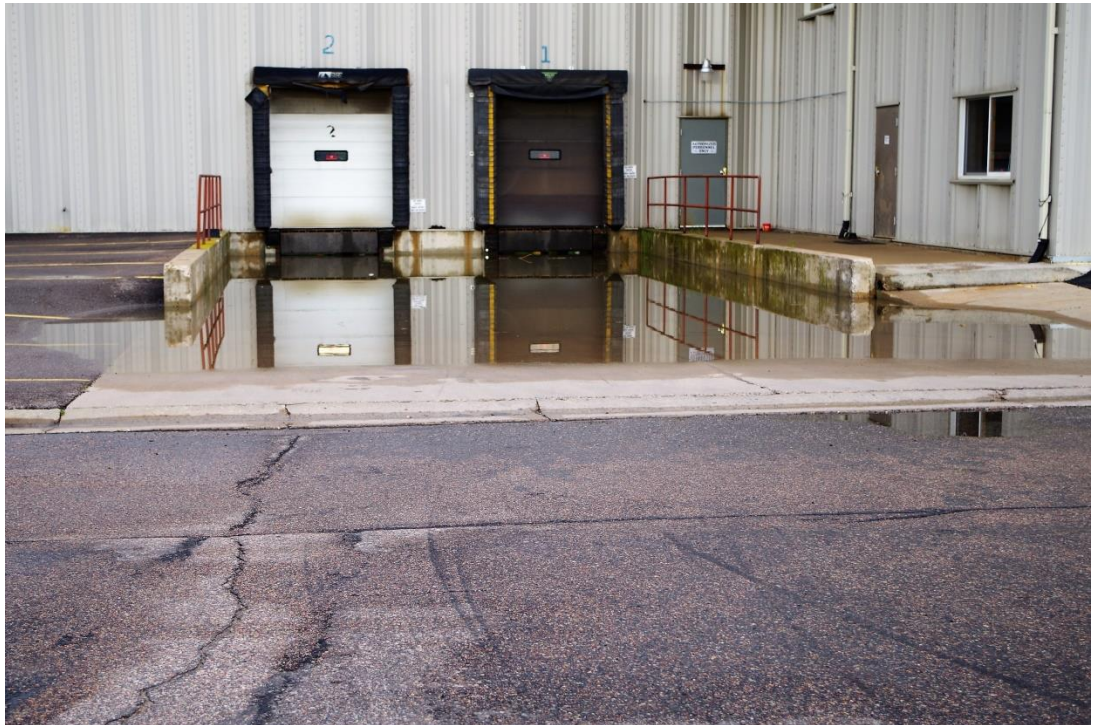
Waukesha Bearing Loading Dock Looking North



Waukesha Bearing Loading Dock Looking North



Waukesha Bearing Storage Tanks Looking East



F/S Loading Dock Looking East from Clermont Street



NW Quadrant of Amron Avenue/Clermont Street



South Side of F/S Looking East from Clermont Street



South of F/S Storage Area Looking East from Clermont Street



North End of Lisle Limited Looking SE from Clermont Street



Progress Boulevard Looking North @ Waukesha Bearing



North End of Progress Boulevard Looking West @ F/S



North End of Progress Boulevard Looking North @ Waukesha Bearing



To: Mayor and City Council

From: Mark Desotell, Director of Administrative Services

Date: January 23, 2019

Re: Proposed Service Agreement with MSA Professionals for the Submission of a \$1,000,000 CDBG Public Facilities Grant Application for a 5th Avenue Reconstruction Project from Highway 45 to Lincoln Avenue with the Potential Project Limit Extension for Resurfacing to Western Avenue depending on Available Funding

The CDBG Public Facilities Grant Application has been revised to allow for requests of up to \$1,000,000 (formerly \$500,000 maximum) for a 50/50 cost share for roadway projects. While the reconstruction of 5th Avenue will easily exceed this amount, receiving this grant would go a long ways towards allowing this long-awaited project to advance. Other sources of funding to be considered will include TIF, utility enterprise balances, Street Improvement CIP budgets, STP Urban, and TAP grants as examples.

The first step in advancing this project comes in the form of the CDBG Public Facilities Grant Application due this spring. MSA Professionals have been very successful in acquiring this type of funding for their clients and it is my recommendation to enter into a Professional Services Agreement allowing them to proceed.

Due to the limited funding available it is also my recommendation to concentrate on the portion of 5th Avenue from Highway 45 west to Lincoln Street for reconstruction eliminating the costly portion of the Highway 45 intersection at this time (I believe that it is better to try to coordinate this with a future WisDOT project when appropriate). If funding is available, it would also be my recommendation to add the resurfacing of 5th Avenue from Lincoln Street to Western Avenue including any required infrastructure improvements between Lincoln and Elm Street.



Professional Services Agreement

This AGREEMENT (Agreement) is made today January 15, 2019 by and between CITY OF ANTIGO (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Antigo 2019 CDBG-PF Application

The scope of the work authorized is: Attached

The schedule to perform the work is: Approximate Start Date: 01/15/19
Approximate Completion Date: 09/30/19

The lump sum fee for the work is: \$10,000 (Upon CDBG Application Submittal)

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF ANTIGO

MSA PROFESSIONAL SERVICES, INC.

Bill Brandt, Mayor

Mary Wagner, P.E., Team Leader

Date: _____

Date: 01/15/19

Attest:

Kaye Matucheski, City Clerk

David M. Rasmussen, Project Manager

Date: _____

Date: 01/15/19

700 Edison Street
Antigo, WI 54409
Phone: 715-623-3633

11 E. Marshall Street, Suite 201
Rice Lake, WI 54868
Phone: 715-304-0303
Fax: 715-234-8944

ATTACHMENT A – SCOPE OF SERVICES

Working in conjunction with the City of Antigo, MSA agrees to provide services for the preparation and submittal of an application for a CDBG-PF grant to the Department of Administration, as hereinafter stated:

SECTION 1: CDBG Application

1A: CDBG-PF APPLICATION

1. Participate in one planning meeting with OWNER staff.
2. Review Project Eligibility with staff from Department of Administration.
3. Provide the OWNER with a draft Citizen Participation Plan for adoption by the OWNER, if necessary.
4. Attend and participate in required citizen participation public hearing; also participate in 2nd Citizen Participation meeting for 2017 CDBG.
5. Complete and submit the CDBG-PF application to the OWNER for review. Revise if necessary.
6. Prepare for signature all resolutions, letters, documents and notices as required by the application and submit to the OWNER for review.
7. Submit CDBG-PF application to the Department of Administration, on or before the application deadline.
8. Respond to questions from the Department of Administration, if needed.

1B: CDBG Application - The Owner's Responsibility

The OWNER will:

1. Examine all studies, reports, estimates, and other documents presented by MSA.
2. Provide such legal, financial, accounting, public facilities, appraisals, easements, and insurance counseling services as may be required for the application.
3. Provide MSA with copies of existing studies, reports, plans, maps, and surveys relative to the documentation of needs of the Village and particularly those that are relevant to neighborhood revitalization planning and public works needs documentation.
4. Sign all documents related to the CDBG-PF application in a timely matter.
5. Designate in writing a person to act as the Owner's representative with respect to the services to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to services covered by this Agreement.
6. Advertise for and make arrangements for citizen participation public hearing(s) or meeting. The Village will be responsible for all notice and public hearing publishing costs.
7. Participate in program planning as well as review and approve application.

1C: Equal Opportunity

MSA agrees to comply with the following Equal Opportunity provisions:

1. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the ground of race, color, national origin, sex, age or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
2. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving federal financial assistance.
3. Executive Order 11246, as amended, provides that no person shall be discriminated against, on the basis of race, color, religion, sex or national origin in any place of employment during the performance of federally assisted construction contracts in excess of \$2,000.

**MSA PROFESSIONAL SERVICES, INC. (MSA) –
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC - Wisconsin)**

1. **Scope and Fee.** The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.

2. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. **Access to Site.** Owner shall furnish right-of-entry on the project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

5. **Location of Utilities.** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to Consultant by others.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Construction.** This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

9. **Construction Site Visits.** MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

10. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

11. **Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

12. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

13. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

14. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

15. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages, including reasonable attorney's fees, arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

16. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

17. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

18. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

19. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER and MSA further consent that the venue for any legal proceedings related to this Agreement shall be Langlade County, Wisconsin.

20. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: January 23, 2019
Re: Consider a Service Agreement Amendment with MSA Professionals for the Combined Year 3 & 4 WPDES Phosphorus Compliance Alternative Plan Requirements for the Wastewater Treatment Plant

The DNR through their Wisconsin Pollutant Discharge Elimination System (WPDES) permit process set a series of annual milestone criteria for municipalities with wastewater treatment plants. Those milestone dates/directives were as follows:

- 1/1/16 Submit an Operational Evaluation Report
- 1/1/17 Submit a Compliance, Alternatives, Source Reduction, Improvements and Modification Status Report
- 1/1/18 Submit a Preliminary Compliance Alternatives Plan
- 1/1/19 Submit a Final Compliance Alternatives Plan
- 1/1/20 Submit a Progress Report on Plans & Specifications
- 1/1/21 Submit Final Construction Plans and Specifications
- 3/3/21 Initiate Construction of any Plant Upgrades
- 1/1/22 Construction Upgrade Progress Report #1
- 1/1/23 Construction to be Completed
- 12/31/23 Achieve Compliance based on Final Phosphorus WQBEL's

The amendment to the original Professional Services Agreement within your agenda packet represents an overall savings from the projected costs to deliver consulting services in order to achieve compliance under the WDNR milestone submittal dates. This has been accomplished by a successful testing of the introduction of additional Alum (by mechanical means) during a Pilot Test at our wastewater treatment plant.

Those tests have provided the means for devising a plan for the eventual design and construction of multiple automatic chemical feeding locations of Alum into the effluent stream. It is anticipated that such costs will require a future investment of +/- \$300,000 for plant upgrades plus an estimated +/- \$30,000 annually in additional chemical treatment to achieve final compliance.


PROFESSIONAL SERVICES

More ideas. Better solutions.

Professional Services Agreement

This AGREEMENT (Agreement) is made today December 10, 2018 by and between CITY OF ANTIGO (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Antigo WWTF Phosphorus Preliminary and Final Compliance Alternative Plan 2017-2018 (Combined Report)

The scope of the work authorized is: The City's WPDES permit requires a Preliminary Compliance Alternative Plan be prepared and submitted to WDNR by January 1, 2018 and a Final Compliance Alternatives Plan prepared and submitted to WDNR by January 1, 2019. Due to circumstances regarding pilot testing, the Wisconsin River TMDL, and information obtained since the Year 3 report was contracted, this Year 3 & 4 combined reporting effort represents a reduction in the original scope of the Year 3 and 4 reports and the estimated fee is half of what was originally anticipated. The Scope of Work is included in Attachment B:

The schedule to perform the work is: Start Date: December 10, 2018
Completion Date: February 28, 2019

The estimated fee for the work is: \$5,600

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF ANTIGO

Bill Brandt

Mayor

Date:

700 Edison Street

Antigo, WI 54409

Phone: (715) 623-3633

MSA PROFESSIONAL SERVICES, INC.

Thomas M. Fitzwilliams

Team Leader

Date: 12/10/2018

1230 South Boulevard

Baraboo, WI 53913

Phone: (608) 355-8864

Fax: (608) 356-2770

**MSA PROFESSIONAL SERVICES, INC. (MSA) –
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC - Wisconsin)**

1. **Scope and Fee.** The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.

2. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. **Access to Site.** Owner shall furnish right-of-entry on the project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

5. **Location of Utilities.** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to Consultant by others.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Construction.** This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

9. **Construction Site Visits.** MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

10. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

11. **Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

12. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

13. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

14. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

15. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages, including reasonable attorney's fees, arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

16. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

17. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

18. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

19. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER and MSA further consent that the venue for any legal proceedings related to this Agreement shall be Langlade County, Wisconsin.

20. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

**ATTACHMENT A:
RATE SCHEDULE
MARCH 2017/2018***

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Architects	\$127-\$165/hr.
Clerical	\$60-\$88/hr.
CAD Technician	\$62-\$110/hr.
Geographic Information Systems (GIS).....	\$78-\$135/hr.
Housing Administration	\$64-\$111/hr.
Hydrogeologists	\$118-\$142/hr.
Planners	\$95-\$151/hr.
Principals.....	\$155-\$200/hr.
Professional Engineers	\$100-\$200/hr.
Project Manager	\$75-\$180/hr.
Professional Land Surveyors	\$90-\$157/hr.
Staff Engineers.....	\$82-\$120/hr.
Technicians	\$76-\$114/hr.
Wastewater Treatment Plant Operator	\$70-\$85/hr.
 <u>REIMBURSABLE EXPENSES</u>	
Copies/Prints	Rate based on volume
Fax	\$1.00/page
GPS Equipment	\$40/hour
Mailing/UPS	At cost
Automobile Mileage – (currently \$0.54/mile)	Rate set by Fed. Gov.
MSA Truck Mileage	\$0.70/mile
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine.....	Included in labor rates
Robotics Geodimeter.....	\$30/hour
Stakes/Lath/Rods	At cost
Total Station	Included in labor rates
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost

* Labor rates represent an average or range for a particular job classification. These rates are in effect until March 1, 2018. After March 1, 2018, these rates may increase by not more than 5% per year.

ATTACHMENT B: SCOPE OF WORK

Overview

The City's WPDES permit required a Preliminary Compliance Alternative Plan be prepared and submitted to WDNR by January 1, 2018 and a Final Compliance Alternatives Plan prepared and submitted to WDNR by January 1, 2019. Due to circumstances regarding the status of the Wisconsin River TMDL, the Year 3 Report was not submitted in its entirety, but rather a status update letter was provided to the DNR and the Year 3 and Year 4 reports would be combined into a single document to be submitted by January 1, 2019. Some of the work below was completed largely as part of the Year 3 Report Contract, and some of the work has shifted primarily to the Year 4 report contract. Nonetheless, the ability to prepare and submit a combined reporting effort, and the ability to streamline the subsequent evaluations and considerations of alternatives (due to successful pilot testing of the City's existing phosphorus removal equipment and systems) represents a reduction in the original scope of the Year 3 and 4 reports. A summary of the proposed services are provided below. Items representing modifications, updates, or changes are italicized.

Scope of Work – Continuation of Year 3 Efforts and Combined into Year 3 & 4 Report Document

A. Historical Data Evaluation

- Evaluate historical data from wastewater treatment facility over past three years. (Complete, but updated for Year 4)
- Evaluate historic industrial phosphorus loadings, where available. *(Complete, but updated for Year 4)*
- Determine future design conditions for flows and loadings to the treatment facility for the year 2038. *(Complete)*
- Document phosphorus optimization efforts conducted at plant. *(Complete, but Updated for Year 4)*
- Document City's sewer collection system length and pipe diameters. *(Complete, but Updated for Year 4)*

B. Alternatives to Comply with Phosphorous Limits

- Evaluate regionalization as a compliance alternative.
- Evaluate feasibility of Adaptive Management as a compliance alternative. *(Overview)*
- Evaluate feasibility of Water Quality Trading within the Spring Brook watershed as a compliance alternative. *(Overview)*
- Evaluate two tertiary treatment alternatives to meet WQBEL limit of 0.125 mg/L. Prepare estimate of probable cost for each treatment alternative. *(General Discussion, Full Cost Estimates Eliminated from Scope because they are not needed)*
- Evaluate the Multi-Discharger Variance (MDV) alternative and prepare an estimate of probable cost. *(Overview, with less detail since the MDV is not necessary for the City to pursue)*
- Evaluate Wisconsin River Total Maximum Daily Load (TMDL) waste load allocations when they become available *(Site Specific and Non-Site Specific Limits are evaluated)*.
- After TMDL allocations are available, assist the City with conducting chemical feed pilot testing. Chemical and testing costs are not included in MSA's fee, and

are estimated to be approximately \$20,000. *(Completed; Chemical Costs were much lower than \$20,000 due to the ability to use Alum successfully)*

- Evaluate City's sewer utility budget, debt retirement, and sewer rates as a percent of MHI.

C. Reporting, Meetings, Administration

- Prepare final report to document the evaluation of the viable alternatives and cost estimates. Submit report to the DNR by January 1, 2019.
- Address DNR comments and revise report if need be, with the anticipation that such comments and report revisions would require 10 hours or less.
- Attend one meeting to present findings to the City.
- Correspondence with the City and project management.

D. Fee

- Estimated fee of \$5,600, billed on a time and materials basis.

This proposal does not include work or evaluations for a complete facility plan, inflow/ infiltration analysis, agreements or negotiations for water quality trading partners, completion of the economic variance request, or detailed plans for facility upgrades.



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: January 23, 2019
Re: Summary of Final Compliance Report as Submitted by MSA Professional under the City's Wastewater Treatment Plant WPDES Permit Regarding Phosphorus Loading - INFORMATION ONLY

The Final Compliance Alternatives Plan (due 1/1/19) has been submitted through MSA Professionals to the WDNR and is currently under review. The 91 page document **has not been** included into your agenda packets but will be available through my office if you have any particular questions. The following is a summary of the report's conclusions/recommendations:

- Compliance can be achieved by modifying our existing plant operations
 - \$280,000 to update our current chemical (Alum) feed system
 - Requires the burying 4 new chemical feed lines
 - (2 duty + 1 spare) to the aeration basins
 - 4th line to the effluent channel of the final clarifiers (potentially achieves further phosphorus reductions)
 - Purchase of 2 continuous orthophosphate analyzers
 - Results in a projected \$30,000 additional operational costs per year
 - \$25,000/year in additional chemicals (Alum)
 - \$3,000/year in additional sludge removal
 - \$2,000/year in added labor costs
 - Final design plans & specifications (PS&E) in due by 1/1/2021
 - Requested an estimate of design costs from MSA for 2020 budget
 - Initiate Construction by 3/31/2021 & complete construction by 1/1/2023 (our project should not take very long to complete)
 - Achieve phosphorus compliance by 12/31/2023

The project is estimated to add \$0.13 per month to the average residential sewer rate (I do not believe that design engineering costs/construction administration are in this estimated rate increase but may be eligible). The success of this recommendation is a result of pilot testing with additional manual Alum applications completed by MSA/IAI during 2018.



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: January 23, 2019
Re: WisDOT's as Read 8th Avenue Bridge Replacement Bid Results and Potential Impacts to the State Municipal Agreement in regards to Project Funding

The as-read bids for the removal and reconstruction of the 8th Avenue Bridge over Springbrook Creek were opened by WisDOT on January 15, 2019. The apparent low bid is considerably over the approved State Municipal Agreement with the City and will need further scrutiny. Our bridge designer, Ayres associates, will be working with us to solicit the additional funding that is necessary to accomplish the project based on an 80% Federal & 20% Local basis. The results were as follows:

028	PHEIFER BROTHERS CONSTRUCTION CO., INC. RADTKE	\$665,884.06	1
	CONTRACTORS INC. LUNDA CONSTRUCTION COMPANY	\$678,128.00	2
	JANKE GENERAL CONTRACTORS, INC.	\$761,589.83	3
		\$775,010.75	4

WisDOT requested a response from the City of Antigo by Thursday, January 17th and they were provided initial justification for the City's request for additional funding. However, we are in disagreement regarding the extent to which WisDOT will recommend the 80/20 match for all costs over and above the initial State Municipal Agreement (WisDOT wishes to apply the 80% only to the amount over the engineer's estimate). Because of this we have requested and anticipate receiving a one week extension for making a final recommendation as to whether or not the City wishes to proceed with the project.

More information will be available for your consideration on the night of the meeting.

Local Bridge (205) Standard SMA

The Municipality agrees to the following **2013-2018** Local Bridge Program project funding conditions:

Project **design** costs are funded with 80% federal funding up to a funding limit of **\$68,000**. The Municipality agrees to provide the remaining 20% and any funds in excess of the **\$68,000** federal funding limit. Project **construction** costs are funded with 80% federal funding up to a funding limit of **\$452,947**. The Municipality agrees to provide the remaining 20% and any funds in excess of the **\$452,947** federal funding limit. **All real estate is 100% locally funded.** Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year **2019**. In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2013-2018 Local Bridge Program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal/state participation, and actual costs will be used in the final division of cost for billing and reimbursement. **In no event shall federal or state funding exceed the estimate of \$68,000 for design or \$452,947 for construction as shown in the Summary of Costs table, unless such increase is approved in writing by the State through the State's Change Management Policy prior to the Municipality incurring the increased costs.**

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
ID 9835-00-00*					
Design	\$60,000	\$48,000	80% MAX	\$12,000	20% + BAL
State Review	\$25,000	\$20,000	80% MAX	\$5,000	20% + BAL
Design Total	\$85,000	\$68,000		\$17,000	
ID 9835-00-70**					
Participating Construction	\$508,184	\$406,547	80% MAX	\$101,637	20% + BAL
Consultant oversight and State Review	\$58,000	\$46,400	MAX	\$11,600	20% + BAL
Non-Participating Construction			0%		100%
Construction Total	\$566,184	\$452,947		\$113,237	
Total Est. Cost Distribution	\$651,184	\$520,947	N/A	\$130,237	N/A

*Design ID# 9835-00-00 federal funding is limited to \$68,000

**Construction ID# 9835-00-70 federal funding is limited to \$452,947

This request is subject to the terms and conditions that follow (pages 3 – 8) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **City of Antigo** (please sign in blue ink.)

Name	Title	Date
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Signed for and in behalf of: **State of Wisconsin:**

Name	Title	Date
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To: Mayor and City Council
From: Charley Brinkmeier, Land Surveyor/Project Manager
Date: January 23, 2019
Re: Approving 511 Clermont Street Tank Removal Contract with REI Engineering

During demolition of the Langlade Laundry mat we discovered what we thought there were 2 underground storage tanks. In September 2018 we contracted with REI for the removal of the tanks and DNR permitting. While we were removing the tanks, we discovered 3 more tanks, for a total of 5 tanks. Attached is an additional contract with REI for an estimated amount of \$7,513. The prior contract was for \$5,000 so we will have a total estimate to remove all 5 tanks for \$12 - \$14,000. We are requesting the PW committee approve the estimated amounts with the funds coming from the Demolition Account.



To: Mayor and City Council
From: Charley Brinkmeier, Land Surveyor/Project Manager
Date: January 23, 2019
Re: New Parking Lot at 511 Clermont Street

After demolition of the Langlade Laundry we have already discussed that the area is to be a municipal parking lot with the Post Office drive up mail box. The design of the parking lot dictates that we install some storm sewer and also lighting. If we were to contract out the entire project the estimate would be \$80,000. Working with the Street Department, we are planning on constructing as much as possible with our crews to lessen the cost of the project. The only items we are looking at bidding out at this time would be the curb and gutter and the asphalt surface.

The Street Dept will be constructing the gravel base, storm sewer, concrete flat work, and installing the lighting and wiring with the City's electrician, Van Ooyens. The funds for the project will be coming from the following accounts, Parking Lot CIP, Storm Water Utility and Street Lighting CIP.

We need a motion to accept the funding for the project from those accounts.

