

CITY OF ANTIGO
PUBLIC WORKS COMMITTEE
MINUTES OF MEETING HELD
FEBRUARY 22, 2017

Public Works Committee of the City of Antigo met in Regular Meeting on the above date at 6:00 PM in the Multi-Purpose Room, City Hall, Ward 2 Jim Darling presiding.

Attendee Name	Title	Status	Arrived
Tom Bauknecht	Aldersperson, Ward 4	Present	
Jim Darling	Ward 2	Present	
Carol Feller Gottard	Ward 5	Present	
Red Turney	Ward 6	Present	
Dan Bauknecht	Ward 9	Present	

Others in attendance: Sarah Repp, Park, Recreation and Cemetery Director; Sandy Fischer; Derek Kohn; Scott Martin, MSA Professional Services; Charley Brinkmeier, Surveyor/Project Manager; Mark Desotell, Director of Administrative Services; Bob Piskula, Street Commissioner; Tommy Horswill, Infrastructure Alternatives; and Jaime Horswill, Utility/Clerical Assistant.

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

1. Approval of minutes from the January 25, 2017 meeting

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Tom Bauknecht, Aldersperson, Ward 4
SECONDER:	Red Turney, Ward 6
AYES:	Bauknecht, Darling, Feller Gottard, Turney, Bauknecht

2. Snow Removal Bill Received for 1105 Eighth Avenue

Kelly Ison, resident at 1105 8th Avenue, provided a letter advising that she received a bill for \$100 for snow removal and sand salt application for January 10, 2017. That day 11 inches of snow was received. Her son shoveled and the wind blew the sidewalk shut again. The next morning she hired someone to plow the driveway and a six foot path on the sidewalks so the snow would not fall back onto them. The street plow shoved snow over the sidewalk so it was too much for her to shovel. Her fiancé has viewed the video that was taken of her home and the sidewalk. The video was from January 16, 2017. After it was plowed on the 11th, it warmed up and the little snow left on the sidewalks melted off. They left for a two day trip on January 15, 2017 and there was a rain/ice storm on the 16th. Her son and grandfather salted and sanded on the 17th. She advised that she is at a total loss as to when they left their sidewalks snow covered from more than 24 hours.

Derek Kohn, resident at 1105 8th Avenue, was present at the meeting and advised when he left to go out of town, his sidewalks were clear. He also stated that on January 17, 2017 he had hired someone to shovel his sidewalk.

Sarah Repp, Park, Recreation and Cemetery Director, showed video footage of the snow removal from January 16, 2017 for 1105 8th Avenue. The video stated the last snowfall was January 10, 2017 of 11 inches. An attempt was made, however, there was still five to six inches of snow remaining on the sidewalk.

Upon inquiry by Aldersperson T. Bauknecht, Ms. Repp indicated that employees complete spot checking throughout the community as well as work off of a complaint basis. This area was spot checked.

Upon inquiry by Aldersperson Feller Gottard, Aldersperson Darling indicated that the City does not

give notice any more. Ms. Repp indicated that notice is placed in the Antigo Daily Journal, The Shoppers Guide, as well as an insert in the water bill prior to the snow season.

Mr. Kohn re-iterated the snow plow issue from Ms. Ison's letter.

Upon inquiry by Alderperson Darling, Ms. Repp indicated that the snowfall occurred on a Tuesday, and the crew removed the snow on the following Monday.

Alderperson Darling indicated that the time lapse was six days, and the snow was not shoveled regardless if Mr. Kohn was in town or not.

Upon inquiry by Alderperson Turney, Ms. Repp indicated that there was another rain/snow incident on January 17, 2017 which Mr. Kohn hired someone to clear his snow on that date.

Alderperson D. Bauknecht noted that there are past practices and rules set forth with specific times set forth in the ordinances, notices are also published.

Motion to deny request for credit on a snow removal bill received for 1105 Eighth Avenue for the snow removal on January 16, 2017 by city crews.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Jim Darling, Ward 2
SECONDER:	Dan Bauknecht, Ward 9
AYES:	Bauknecht, Darling, Feller Gottard, Turney, Bauknecht

3. Private Lead Service Grant

Charley Brinkmeier, Surveyor/Project Manager, provided a memo and proposed resolution from the Wisconsin Department of Natural Resources to replace private lead service lines in those areas where the City has already replaced it's portion of the lead service.

Upon inquiry by Alderperson Darling, Mr. Brinkmeier indicated that this resolution is part of the grant process. The funding has been approved.

Motion to approve the Resolution Authorizing Execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement as presented.

RESULT:	RESOLUTION TO COUNCIL [UNANIMOUS]
	Next: 3/8/2017 6:00 PM
MOVER:	Red Turney, Ward 6
SECONDER:	Tom Bauknecht, Alderperson, Ward 4
AYES:	Bauknecht, Darling, Feller Gottard, Turney, Bauknecht

4. Professional Service Agreement CDBG Grant Application Submittal for Public Facilities Associated with Gowan Road from 10th Ave. to Springbrook Creek and for Field Street from 7th to 8th Ave. (Both projects projected 2017 Design/2018 Construction)

Mark Desotell, Director of Administrative Services, provided a memo advising that in order to maximize locally available street repair funds the City has already secured a \$385,000 Local Road Improvement Program (LRIP) grant from the Wisconsin Department of Transportation (DOT) in the Municipal Street Improvement Discretionary Program (MSID) for the Gowan Road Project. While this grant will help to offset the costs of the projected \$1,025,000 project the City is seeking additional grant funds through the Community Development Block Grant Public Facility Program (CDBG-PF). Additionally, the Field Street Project is also a candidate for the intended CDBG-PF Grant funds so the City is seeking to utilize this grant to offset portions of the project costs of \$450,000.

Mr. Desotell's memo advised that the CDBG-PF Grant cycle allows for a municipality to receive up to \$500,000 per cycle in the Public Facility Category. While the City will not know the exact

amount to be requested for each project at this time, the money will be apportioned between the Gowan Road and Field Street projects according to allowable program parameters.

Mr. Desotell is recommending that the City enter into a service agreement with MSA Professional Services (MSA) in the amount of \$9,500 for the submittal of the CDBG-PF Grant Application for the projects. The funds for this effort will be expended from the available Street and Utility CIP categories. He is further recommending the approval of MSA under the Exception to Bidding criteria for Professional Services of the City's Purchasing Policy based on MSA's qualifications, past performance with CDBG Grant applications and their history with the City.

Mr. Desotell, Scott Martin, MSA Professional Services, and Mr. Brinkmeier indicated that this grant has been utilized several times in the past.

Mr. Martin indicated that this is the final stage. The final application is due in May. MSA has been working with the City at no cost to gather survey information as well as working with the Clerk-Treasurer.

Mr. Desotell indicated that they are also working on another possible grant to minimize the amount of local share.

Motion to approve the Professional Service Agreement with MSA Professional Services for a Community Block Grant Application Submittal for Public Facilities associated with Gowan Road from Tenth Avenue to Springbrook Creek and for Field Street from Seventh Avenue to Eighth Avenue as presented at a cost of \$9,500.

RESULT:	RESOLUTION TO COUNCIL [UNANIMOUS]
	Next: 3/8/2017 6:00 PM
MOVER:	Tom Bauknecht, Alderperson, Ward 4
SECONDER:	Dan Bauknecht, Ward 9
AYES:	Bauknecht, Darling, Feller Gottard, Turney, Bauknecht

5. Replacement Quotes for Influent Pump Failure at Wastewater Treatment Plant, Authorization to Purchase as an Exception, and Authorization for a Budget Transfer

Mr. Desotell provided a memo indicating that in January 2017 one of the two main sanitary influent pumps at the Wastewater Treatment Plant exhibited a main seal leak most likely as a result of impeller failure. It is the recommendation of Infrastructure Alternatives to replace the pump rather than another in-place rebuild because of the strong likelihood that the impeller has been compromised. Because the plant operates on two main influent pumps (alternating on a monthly basis) it is critical that the replacement of the pump be considered at this time. The plant is currently being served by a third (emergency back-up) pump of an older vintage and condition and should only be relied upon for a short duration.

Proposals were solicited by Infrastructure Alternatives with the following results: Crane Engineering Hydrostat 50 HP immersible motor \$31,988, Crane Engineering Gorman Rupp 50 HP non-immersible \$32,439, Crane Engineering Cornell Vertical 50 HP non-immersible \$34,990.50 and Xylem/Sabel Mechanical Flygt 54 HP immersible motor \$50,621.

Based on the solicited quotes it is Mr. Desotell's recommendation as well as Infrastructure Alternatives to select the proposal from Crane Engineering without the chrome liner option. It is believed that the existing liners/cradles are in good condition and will match with the Hydrostat system without additional fabrication (hydrostat pump/motor essentially are the in-kind replacement option to the current pump system). The projected cost for the pump replacement is \$31,988. Mr. Desotell is requesting an authorization for a total of \$37,500 from the Wastewater existing plant replacement fund to cover any incidental costs such as rewiring of the

pump/motor system or the cost of a new liner if found to be necessary.

Mr. Desotell is further requesting waiving of the bidding requirement for this purchase based on the used or special purpose exception portion of the City's Purchasing Policy. Infrastructure Alternatives has researched the available pump/motor options and have solicited quotes from two companies capable and familiar with this type of pump replacement process. Lastly, Mr. Desotell recommends that the Clerk-Treasurer be authorized to complete a 2017 budget adjustment of \$37,500 to the Wastewater CIP Budget with funds being derived from Plant Replacement.

Tommy Horswill, Infrastructure Alternatives, discussed the failing pump. The pump was partially rebuilt two years ago for approximately \$8,000.

Upon inquiry by Alderperson Turney, Mr. Horswill advised that there is an extra liner available on hand. He feels the current liner is in good condition.

Alderperson Darling noted that he feels the quotes suffice and no need to go out for bids.

Upon inquiry by Alderperson Darling, Mr. Horswill advised that the delivery time is approximately six weeks.

Motion to approve up to \$37,500 for a Crane Engineering Hydrostat 50 HP immersible motor and any incidental costs as presented with funding derived from existing plant replacement fund money, waiving of the bidding requirements and that the Clerk-Treasurer be allowed to make the necessary budget transfer.

RESULT:	RESOLUTION TO COUNCIL [UNANIMOUS]
	Next: 3/8/2017 6:00 PM
MOVER:	Dan Bauknecht, Ward 9
SECONDER:	Red Turney, Ward 6
AYES:	Bauknecht, Darling, Feller Gottard, Turney, Bauknecht

Any Other Matters Authorized by Law to be Considered

Mr. Piskula thanked the Committee for allowing him to seek bids for a used grader. They received three bids and three new demo bids. The Caterpillar demo was gone before Mr. Piskula was able to bid on it. The John Deere bid was for \$112,000 with the trade in.

Mr. Piskula advised that they purchased a 2010 John Deere with approximately 2000 hours on it.

Mr. Piskula noted that he anticipates coming back to the committee yet this year for bids on a loader.

INFORMATION ONLY

Mr. Desotell received a phone call requesting more Stop or Yield Signs in Jack Anderson's subdivision.

Mr. Piskula noted that this typically goes through the safety committee first. Mr. Desotell gave the caller Mr. Piskula and Chief Roller's contact information.

INFORMATION ONLY

Adjournment

1. **Motion to:** Adjourn at 6:23 pm

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Dan Bauknecht, Ward 9
SECONDER:	Red Turney, Ward 6
AYES:	Bauknecht, Darling, Feller Gottard, Turney, Bauknecht

Jim Darling, Chairperson

Date

February 1, 2017

To Whom it may concern:

My name is Kelly Ison, and I live at 1105 8th Ave. We received a bill for \$100.00 for snow removal and sand and salt application for January 10th, 2017. That day we received 11 inches of snow and it did not stop until late in the afternoon. My son shoveled when he got home from school. They were let out 2 hours early that day. The wind started after he shoveled and blew the sidewalk shut again.

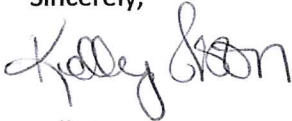
The next morning we had someone plow our driveway and a 6 foot wide path on the sidewalks so the snow would not fall back onto them. The street plow shoved snow over the sidewalk so it was too much for us to shovel. We even pushed the snow at the corner into our yard away from the blocked stop sign so motorists could see it at the corner.

We have tried our best to keep the sidewalks clear, and we both work so we shovel as soon as possible. My fiance said he viewed the video that was taken of our house and sidewalk. The video shows January 16th. After it was plowed on the 11th, it warmed up and the little snow left on the sidewalks melted off. We left for a 2 day trip on Sunday the 15th, and they were clear, but when we got the rain/ice storm the 16th, we were not home. My son and his grandfather salted and sanded on the morning of the 17th and did not see that any salt or sand had been applied to our sidewalks because it would have kept the ice from forming on them.

I am at a total loss as to when we left our sidewalks snow covered for more than 24 hours. I have a statute that states we have 48 hours after a storm to clear the sidewalks, and I do not know when the complaint was submitted, but we have always tried to comply with city ordinances. We are also confused due to the date of service on the bill and the conflicting date on the video. The bill states service on Jan 10th and the video is from the 16th.

Thank you for your time in considering this request to forego the payment of this bill. We will do our best to keep our sidewalks clear for passersby and our mail carrier.

Sincerely,



Kelly Ison

RECEIVED

FEB 01 2017

CITY OF ANTIGO



To: Mayor and City Council
From: Charley Brinkmeier, Land Surveyor/Project Manager
Date: February 22, 2017
Re: Private Lead Service Grant

We have received a grant from Wis DNR to replace private lead service lines in those areas where the City has already replaced our portion of the lead service. Part of the DNR's requirements is that we pass the attached resolution at council. We are requesting the committee to forward this resolution to Council for approval.

CITY OF ANTIGO

Resolution/Ordinance No. _____

**Resolution Authorizing Execution of the
Department of Natural Resources
Principal Forgiven Financial Assistance Agreement**

WHEREAS, the City of Antigo (the "Municipality") wishes to undertake a project to replace private lead service lines, identified as DNR No. 4754-04 (the "Project"); and

WHEREAS, the Municipality has applied to the Safe Drinking Water Loan Program (the "SDWLP") for financial assistance in the form of a loan made by the SDWLP to the Municipality of which all the principal will be forgiven at the time that loan disbursements are made to the Municipality, pursuant to the DNR Financial Assistance Agreement; and

WHEREAS, the SDWLP has determined that it can provide a loan with principal forgiveness in an amount up to \$320,000 that it has identified as being eligible for SDWLP funding;

NOW, THEREFORE, the City Mayor and City Clerk are authorized by and on behalf of the Municipality to execute the Principal Forgiven Financial Assistance Agreement that contains the terms and conditions of the SDWLP award for the Project. The Principal Forgiven Financial Assistance Agreement is incorporated herein by this reference.

Passed: _____

Approved: _____

Bill Brandt
Mayor

Attest: _____
Kaye Matucheski
Clerk/Treasurer

Attachment: Antigo_PF-Only Resolution_FOR CLOSING (1370 : Private Lead Service)



To: Mayor and City Council

From: Mark Desotell, Director of Administrative Services

Date: February 22, 2017

Re: Professional Service Agreement CDBG Grant Application Submittal for Public Facilities Associated with Gowan Road from 10th Ave. to Springbrook Creek and for Field Street from 7th to 8th Ave. (Both projects projected 2017 Design/2018 Construction)

In order to maximize locally available street repair funds we have already secured a \$385,000 Local Road Improvement Program (LRIP) grant from WisDOT in the Municipal Street Improvement Discretionary Program (MSID) for the Gowan Road Project (10th Ave. to Springbrook Creek). While this grant will help to offset the costs of the projected \$1,025,000 project we are seeking additional grant funds through the Community Development Block Grant Public Facility Program (CDBG-PF).

Additionally, the Field Street Project (7th to 8th Ave.) is also a candidate for the intended CDBG-PF Grant funds so we are seeking to utilize this grant to offset portions of the projected costs of \$450,000 as well.

The CDBG-PF Grant cycle allows for a Municipality to receive up to \$500,000 per cycle in the Public Facility Category. While we will not know the exact amount to be requested for each project at this time the \$500,000 will be apportioned between the Gowan Road and Field Street projects according to allowable program parameters.

I am recommending that we enter into a Professional Service Agreement with MSA Professionals in the amount of \$9,500 for the submittal of the CDBG-PF Grant Application for the Gowan Road and Field Street Projects. The funds for this effort will be expended from the available Street and Utility CIP categories accordingly. I am also recommending the approval of MSA Professionals under the Exception to Bidding criteria for Professional Services of the City's Purchasing Policy based on MSA's qualifications, past performance with CDBG Grant applications and their history with the City of Antigo.


PROFESSIONAL SERVICES

 TRANSPORTATION · MUNICIPAL
 DEVELOPMENT · ENVIRONMENTAL

Professional Services Agreement

This AGREEMENT (Agreement) is made today March 8, 2017 by and between City of Antigo (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: City of Antigo 2017 CDBG-PF Grant Application

The scope of the work authorized is: See Attached Scope of Work

The schedule to perform the work is: Approximate Start Date: 03/08/17
 Approximate Completion Date: 09/30/17

The lump sum fee for the work is: \$9,500

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

 Scott Martin, PE, VP Northern

Date: _____

Date: 2/10/2017

ATTEST:

 Kaye Matucheski, Clerk

Date: _____

P. O. Box 315
 Antigo, WI 54853
 Phone: (715) 472-2221
 Fax: (715) 472-2214

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

CDBG-PF GRANT WRITING SCOPE OF SERVICES

BASIC SERVICES – Project Proposal CDBG-PF

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

1. Participate in two planning meetings.
2. Attend and participate in required public hearing.
3. Complete and submit the CDBG-PF application in the format prescribed by the Department of Administration. Present draft to the City for review. Revise if necessary.
4. Draft and prepare for signature all resolutions, letters, documents and notices as required by the application and submit to the City for review.
5. Submit final application and respond to questions from Department of Administration, if needed.

OWNER'S RESPONSIBILITIES

The City shall provide the following information to MSA for use in the preparation of the application:

1. Distribute and collect income survey, if required.
2. Provide financial information with respect to existing and proposed debt, water and sewer rates, and other information deemed necessary for the application.
3. Provide copies of any engineering reports, cost estimates, drawings, etc., as deemed necessary for the project.

TIMETABLE

MSA will complete the above scope of services by the next application cycle as determined by the Department of Administration.

EQUAL OPPORTUNITY

1. MSA agrees to comply with the following Equal Opportunity provisions:
 - a. 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.
 - b. 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.
 - c. 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: February 22, 2017
Re: Replacement Quotes for Influent Pump Failure at Wastewater Treatment Plant, Authorization to Purchase as an Exception, and Authorization for a Budget Transfer

In January of 2017 one of the two main sanitary influent pumps at our Wastewater Treatment Plant exhibited a main seal leak most likely as a result of impeller failure. It is the recommendation of Infrastructure Alternatives to replace the pump rather than another in-place rebuild because of the strong likelihood that the impeller has been compromised.

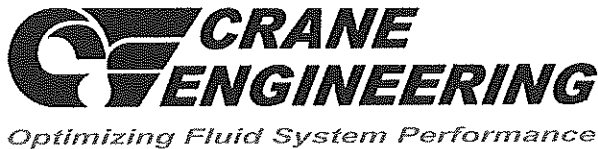
Because the plant operates on two main influent pumps (alternating on a monthly basis) it is critical that the replacement of the pump be considered at this time. The plant is currently being served by a third (emergency back-up) pump of an older vintage and condition and should only be relied upon for a short duration.

Proposals were solicited by Infrastructure Alternatives with the following results:

- **Crane Engineering Hydrostat 50 HP immersible motor** **\$31,988.00**
 - Add \$4,500 for chrome liner (re-use existing)
- Crane Engineering Gorman Rupp 50HP non-immersible \$32,439.00
 - Add \$10,000 for immersible motor
- Crane Engineering Cornell Vertical 50HP non-immersible \$34,990.50
 - Add \$10,000 for immersible motor
 - Add \$5,790 for cutters & impeller wear rings
- Xylem/Sabel Mechanical Flygt 54HP immersible motor \$50,621.00
 - Add \$8,995 for Sabel Mechanical Install

Based on the solicited quotes it is the recommendation of Infrastructure Alternatives to select the proposal from Crane Engineering without the chrome liner option as noted in bold. It is believed that the existing liners/cradles are in good condition and will match with the Hydrostat system without additional fabrication (Hydrostat pump/motor essentially are the in-kind replacement option to our current pump system). The projected cost for the pump replacement is \$31,988 and you are being asked for an authorization of \$37,500 from the Wastewater existing plant replacement fund to cover any incidental costs such as rewiring of the pump/motor system or the cost of a new liner if found to be necessary.

You are also being asked to waive the bidding requirement for this purchase based on the used or special purpose exception portion of the City's Purchasing Policy. Infrastructure Alternatives has researched the available pump/motor options and have solicited quotes from two companies capable and familiar with this type of pump replacement process. Because of the critical nature that this pump serves in the distribution of raw influent through the processing portions of the plant it is my recommendation to proceed with the requested exception and to select the Crane Engineering proposal for the replacement of the failed pump with a Hydrostat 50 HP pump (with immersible motor) at a cost of \$31,988. It is also my recommendation that the Clerk-Treasurer be authorized to complete a 2017 budget adjustment of \$37,500 to the Wastewater CIP Budget (Item# WWE-34 Influent Pump Replacement) with funds being derived from Plant Replacement.



707 Ford Street
Kimberly, WI 54136

Phone: 920-733-4425
Fax: 920-733-0211

www.craneengineering.net

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

Quotation #: BP2232
Customer RFQ #: Verbal
Crane Job #:

Phone: 715-627-2710

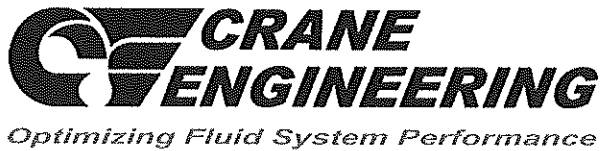
Fax: 715-627-2710

E-mail: thorswill@infralt.com

Today's Date: 1/19/2017
Quote Expiration Date: 2/18/2017

Desc: Hydrostal Influent Pumps

Item	Description	Qty	Unit Price	Subtotal
1.00	<u>Hydrostal Rotating Assembly with Motor</u> Complete Rotating Assembly including: - F10K-MD02 Impeller, Ductile Iron Casting - FE4T4-MYAK+XC1A6MM-25 Motor; 50HP, 1765 RPM, 1.05SF <u>ADDER:</u> -For high chrome liner: <u>\$4,500.00</u> <u>INSTALLATION:</u> -Installation of (1) rotating assembly: <u>\$2,000.00</u> -Installation of (2) rotating assemblies on the same trip: <u>\$3,000.00</u>	2 EA	\$29,988.00 32,000 \$36,488.00	\$59,976.00
2.00	<u>Gorman Rupp Self Priming Pumps</u> Furnish and Install (2) 10" Gorman-Rupp "Super-T" Series model T10A3S-B self-priming centrifugal pumps with a 3/60/460v, 1200 rpm, TEFC, premium efficient, 50 hp, electric motor. The pump and motor supplied mounted to a direct drive base, and fitted with suction and discharge flanges. Coupling and guard included. Installation includes new pump bases and connect to existing suction and discharge piping. Re-use existing plug and check valves.	1 LS	\$32,439.00	\$64,878.00
3.00	<u>Cornell Vertical End Suction Pumps</u> Furnish and Install (2) 8"x 10", Cornell Model 8NHTA vertical non-clog pumps, heat treated double wear rings, 416 SS shaft sleeve, mounted to a vertical stand with 8" x 10" suction elbow, with a 50 HP, TEFC, Prem Eff, 3/60/460-volt, 1200 RPM electric motor. Installation includes new pump bases and connect to existing suction and discharge piping. Re-use	1 LS		\$69,981.00



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Phone: 920-733-4425
Fax: 920-733-0211

www.craneengineering.net

Item	Description	Qty	Unit Price	Subtotal
	existing plug and check valves.			
	ADDERS: -Immersible motor: <u>\$10,000 each.</u> -Cutters on casing and impeller wear rings: <u>\$5,790 each.</u>		41,000	

Thank you for the opportunity to provide you this proposal. Please do not hesitate to contact me if you have any questions or require any additional information.

Sincerely,

Brad Parkhurst
Application Engineer II / Project Lead
Ph: 920-257-0132
Fax: 920-257-0232
b.parkhurst@craneengineering.net

Travis Walker
Fluid Technology Sales
Ph: 920-219-1090
Fax: 920-733-0211
t.walker@craneengineering.net

Terms & Conditions			
Lead Time	6-8 Weeks After Receiving Order	Payment Terms	Net 15
F.O.B.	Warehouse	Shipping Terms	Prepaid and Added to Invoice

ACCEPTANCE OF QUOTATION (Please Circle Selections)
(In Accordance with Terms and Conditions of Sale as Listed Above)

Signature: _____ Date: _____
Print Name: _____
Customer Purchase Order Number: _____



**Xylem Water Solutions USA, Inc.
Flygt Products**

January 5, 2017

SABEL MECHANICAL LLC
N7295 WINNEBAGO DR
FOND DU LAC WI 54935

N28 W23240 Roundy Dr
Pewaukee, WI 53072
Tel (262) 544-1922
Fax (262) 544-1399

Quote # 2017-PEW-0013
Re: Sabel Mechanical LLC

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

Block 1

Qty	Description
2	Flygt model NT3202 MT with 8" discharge, ANSI drilled, 54 HP HE motor, 3/60/460 VAC, 50 ft. power cord, leakage sensor (FLS) and thermals, 2300 GPM at 66 ft. TDH. High chrome N impeller with high chrome insert ring, SS cooling jacket.
2	MINI-CASII/FUS 120/24VAC, 24VDC
2	SOCKET, 11-PIN BACK MOUNTING
1	SHIPPING AND HANDLING-NO TAX

1 - \$50,621

Total Project Price \$ 101,242.00

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per Incoterms 2010)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Incoterm: 1 FCA - Free Carrier **Named Placed:** 02 - US WH/ Factory

Incoterms 2010 clarify responsibility for costs, risks, & tasks associated with the shipment of goods to the named place.

Time of delivery: Approx. 8-10-weeks after receipt of order acceptance.

Terms of payment: 100% N30 after invoice date.

Taxes: State, local and other applicable taxes are not included in this quotation but will be added at the time of invoicing.

Terms of delivery: PP/Add Order Position

Validity: This Quote is valid for ninety (90) days.

Exclusions: This Quote includes only the items listed specified above.

Warranty: Standard warranty terms apply to the items in this quotation.

Terms & Conditions: The Xylem Water Solutions USA, Inc. North American Terms & Conditions of Sale apply to this offer which can be viewed at www.xylemwatersolutions.com/scs/usa/en-us/pages/general-terms-and-conditions-of-sale.aspx <<http://www.xylemwatersolutions.com/scs/usa/en-us/pages/general-terms-and-conditions-of-sale.aspx>>



QUOTE

DATE 1/25/2017

QUOTE #: 6002



W3150 County Road H, Fond du Lac, WI 54937
920-904-5579
doug@sabelmechanical.com

SEND TO
Antigo WWTP

Date	Job	Payment Term	QUOTE EXPIRES
1/25/2017	Influent pump install	30 DAYS	30 DAYS

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	This quote is for the removal of one influent pump and install one new influent pump Including the following a) Removal of old pump and piping b) Install of new pump c) All electrical labor and parts needed d) New suction, discharge piping e) Rework of pump support Reuse of the old check valve and isolation valves		

PAST DUE AMOUNTS ARE SUBJECT TO A FINANCE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE. REASONABLE COLLECTION FEES AND ATTORNEY FEES WILL BE ASSESSED TO ALL ACCOUNTS PLACED FOR COLLECTION

SUBTOTAL	\$ 8,995.00
SALES TAX	\$ NIC
TOTAL	\$ 8,995.00

8,995.00