



CITY OF ANTIGO

PUBLIC WORKS COMMITTEE MEETING

COUNCIL CHAMBERS

Wednesday, June 24, 2020

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 May 27, 2020 Meeting
2. State/Municipal Agreement for the Design & Construction of Clermont Street (10th to 7th Avenues) & Seventh Avenue (Clermont to Dorr Streets)
3. State/Municipal Agreement with WisDOT under the Local Bridge Program for the Design & Construction of the 4th Avenue Bridge over Springbrook Creek
4. Consider Quotes Received for Project Photography/Video via Drone Flights for the Downtown 5th Ave. Project (Hwy 45 to Lincoln Street) as part of As-Built Documentation
5. Approving Professional Engineering Service Agreement for Clermont Street Sanitary Sewer Engineering Project
6. Approving Most Advantageous Bid for the Clermont Street Project (Third Avenue to North Avenue)
7. Permission for Street Commissioner to Purchase a Used Grader if it is Advantageous to the City as the Timing of Purchasing Used Equipment Does Not Allow for Committee Approval

Any Other Matters Authorized by Law to be Considered

Adjournment

The Public is Invited to Participate by Phone. Please Call 715-623-3633 ext 100 for Dial-In Instructions During Regular Business Hours.

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: June 18,2020

TOM BAUKNECHT



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: June 24, 2020
Re: State/Municipal Agreement for the Design & Construction of Clermont Street (10th to 7th Avenues) & Seventh Avenue (Clermont to Dorr Streets)

You will find two cover letters from the Wisconsin Department of Transportation (WisDOT) along with copies of the proposed State/Municipal Agreements (SMA) for the design and construction of Clermont Street (10th to 7th Avenues) and Seventh Avenue (Clermont to Dorr Street). The agreements provide for 80% of design and construction to be completed with funding from the State's STP Urban Program.

The SMAs are based upon preliminary cost projections subject to change as the project design advances. Every effort to complete the project within the budgetary constraints listed within the SMA will be advanced; if costs increase the local agency is typically responsible unless WisDOT concurs with any requested changes. If so, a revised SMA would be required. The SMA for Clermont Street project is \$131,520 in local matching funds (20% local) for the design/construction of the estimated \$657,600 project.

The SMA for the Seventh Avenue project is \$72,000 in local matching funds (20% local) for the design/construction of the estimated \$360,000 project.

Once the SMAs are endorsed by both parties the next phase would involve the selection of a design consultant by the City under a qualification based selection process.

The design would most likely be initiated in 2020/2021 with the bulk of the design expenditures occurring in 2021/22. The local matching funds needed for the design portion of the projects is estimated at \$36,080 of the above mentioned \$203,520 in local matching funds for the projects. Construction is projected for State Fiscal Year 2024 which would place the projects to be built during the summer of 2023.



Division of Transportation
System Development
North Central Region
510 North Hanson Lake Road
Rhineland WI 54501

Tony Evers, Governor
Craig Thompson, Secretary
Internet: www.dot.wisconsin.gov

Telephone: (715) 365.3490
Facsimile (FAX): (715) 365.5780

E-mail: ncr.dtsd@dot.wi.gov

Attachment: STP Urban 9835-04-00-70 Cover Letter Clermont Street (3455 : State/Municipal Agreement for the Design & Construction of

June 2, 2020

Mark Desotell
Director of Administrative Services
City of Antigo
700 Edison Street
Antigo, WI 54409

Mr. Desotell,

Enclosed for signature is the project agreement for the following project that has approved funds in the 2020-2025 STP-Rural Program.

Project ID: 9835-04-00/70
Clermont Street, City of Antigo

Please sign and return one (1) copy of the agreement. Electronic signatures are acceptable. Return the copy of the agreement by mail or email to the Department with signatures prior to June 30, 2020 at this address:

North Central Region
Attn: Alex Hegeman or alexander.hegeman@dot.wi.gov
510 North Hanson Lake Road
Rhineland, WI 54501

Note the cost ratios for each project phase and any federal/state funding limits which may exist. The Municipality is responsible for the entire cost for non-participating items as well as any costs which exceed the funding limits, if applicable.

An agreement is not considered fully approved unless it has been approved by both the Municipality and the State, and it is not considered fully executed unless a fully approved copy has been returned to the Municipality.

The Municipality and its consultants (or any other parties hired by the Municipality) **MUST NOT** begin work on a federal-state – funded project phase until the State has provided notice of project authorization. Any such work would be ineligible for federal/state funding. Authorization will coincide with the currently scheduled year that is stated in the agreement.

If you have any questions regarding the agreement or need an extension to the submittal date, please call me at (715) 365-5777 or email alexander.hegeman@dot.wi.gov.

Sincerely,

Alex Hegeman

Alex Hegeman
Local Programs Manager – NC Region

Urbanized Area STP-Urban (206) Standard SMA

 STATE/MUNICIPAL AGREEMENT FOR A STATE- LET STP-URBAN PROJECT Program Name: STP-Urban Population Group: 5,000-20,000 Sub-program #: 206 Cycle: 2020-2025	Date: May 5, 2020 I.D.: 9835-04-00/70 Road Name: Clermont Street Limits: 10th Avenue to 7th Avenue County: Langlade Roadway Length: 0.4 miles Functional Classification: Collector Project Sponsor: City of Antigo
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The signatory, City of Antigo, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: **This two-lane, urban cross-section is 0.4 miles long. It has asphalt pavement with 17-foot lanes and curb & gutter. There is existing sidewalk that are part of a regional bicycle/pedestrian system. There is a lighting system along this stretch of roadway also. The current pavement rating varies between 3 and 7. The pavement has deteriorated to the point of requiring surface reconstruction. There are no known safety issues.**

Proposed Improvement - Nature of work: **The proposed project is a pavement replacement for a two-lane, urban cross-section for 2,000 feet. There will be 17-foot lanes for a total width of 34 feet. There will be 2-foot curb & gutter for 2,000 feet on both sides and a 5-foot sidewalk for 1,650 feet on both sides of the road. There will be minimal grading with this project. The project will include temporary and permanent pavement marking.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: **None have been identified at this time.**

The Municipality agrees to the following 2020-2025 Urbanized Area project funding conditions:

Project design and construction costs are funded with 80% federal/state funding up to a funding limit of \$526,080. The Municipality agrees to provide the remaining 20% and any funds in excess of the \$526,080 federal/state funding limit. Any costs associated with Real Estate, Railroad, or Utility needs are 100% funded by the municipality. 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.

Urbanized Area STP-Urban (206) Standard SMA

This project is currently scheduled in State Fiscal Year 2024. In accordance with the State's sunset policy for STP-Urban projects, the subject 2020-2025 STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2021, or by June 30, 2026. 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 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 \$526,080 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.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 9835-04-00					
Design	\$98,640	\$78,912	80% MAX	\$19,728	20% + BAL
State Review	\$11,760	\$9,408	80% MAX	\$2,352	20% + BAL
Subtotal	\$110,400	\$88,320		\$22,080	
ID 9835-04-70					
Participating Construction	\$480,000	\$384,000	80% MAX	\$96,000	20% + BAL
Non-Participating Construction	\$0	\$0	0%	\$0	100%
Consultant & State Review	\$67,200	\$53,760	80% MAX	\$13,440	20% + BAL
Subtotal	\$547,200	\$437,760		\$109,440	
Total Est. Cost Distribution	\$657,600	\$526,080	N/A	\$131,520	N/A

*Design ID# 9835-04-00 federal funding is limited to \$88,320.

*Construction ID# 9835-04-70 federal funding is limited to \$437,760.

This request is subject to the terms and conditions that follow (pages 3 – 7) 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.

Signatures certify the content has not been altered by the municipality.

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 the State:

Name	Title	Date
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Urbanized Area STP-Urban (206) Standard SMA

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
 - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
 - g. Federal statutes that govern the Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.
 - h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2020-2025 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

Urbanized Area STP-Urban (206) Standard SMA

- e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. Real estate for the improvement.
 - h. New installations or alteration of street lighting and traffic signals or devices.
 - i. Landscaping.
 - j. Preliminary engineering and design.
 - k. State review services.
5. The work will be administered by the State and may include items not eligible for federal participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to project funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2020-2025 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current *WisDOT Facilities Development Manual*.
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.

Urbanized Area STP-Urban (206) Standard SMA

11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal financing commitments or are ineligible for federal financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2020-2025 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2021, or by June 30, 2026.** 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.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - e. Provide complete plans, specifications, and estimates to State upon request.
 - f. Provide relocation orders and real estate plats to State upon request.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
16. It is further agreed by the Municipality that:
 - a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

Urbanized Area STP-Urban (206) Standard SMA

- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred with by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.
- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted oversize and overweight loads. The contractor is responsible for any damage caused to haul roads if they do not obey size and weight laws, use properly equipped and maintained vehicles, and do not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under Municipal Responsibilities and Requirements.

LEGAL RELATIONSHIPS:

- 17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.

Urbanized Area STP-Urban (206) Standard SMA

19. Contract modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or any of its attachments may be changed, waived or terminated orally.
20. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
21. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
23. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following 2020-2025 Urbanized Area STP-Urban project funding conditions:

- a. ID 9835-04-00: Design is funded with 80% federal funding up to a funding limit of \$88,320, when the Municipality agrees to provide the remaining 20% and any balance over the funding limit of \$88,320. This phase includes plan development, management consultant review, and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
- b. ID 9835-04-XX: Real estate costs are funded 100% by the Municipality.
- c. ID 9835-04-XX: Railroad items are funded 100% by the Municipality.
- d. ID 9835-04-XX: Utility items are funded 100% by the Municipality.
- e. ID 9835-04-70: Construction:
 - i. Costs for construction, construction engineering, and state oversight are funded with 80% federal funding up to a funding limit of \$437,760 when the municipality agrees to provide the remaining 20% and any balance over the funding limit of \$437,760.
 - ii. Non-participating costs are funded 100% by the Municipality. Costs include construction delivery.

[End of Document]



Division of Transportation
System Development
North Central Region
510 North Hanson Lake Road
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Tony Evers, Governor
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Telephone: (715) 365.3490
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Attachment: STP Urban 9835-05-00_70 City of Antigo Cover Letter (3455 : State/Municipal Agreement for the Design & Construction of Clermont

June 2, 2020

Mark Desotell
Director of Administrative Services
City of Antigo
700 Edison Street
Antigo, WI 54409

Mr. Desotell,

Enclosed for signature is the project agreement for the following project that has approved funds in the 2020-2025 STP-Rural Program.

Project ID: 9835-05-00/70
7th Avenue, City of Antigo

Please sign and return one (1) copy of the agreement. Electronic signatures are acceptable. Return the copy of the agreement by mail or email to the Department with signatures prior to June 30, 2020 at this address:

North Central Region
Attn: Alex Hegeman or alexander.hegeman@dot.wi.gov
510 North Hanson Lake Road
Rhineland, WI 54501

Note the cost ratios for each project phase and any federal/state funding limits which may exist. The Municipality is responsible for the entire cost for non-participating items as well as any costs which exceed the funding limits, if applicable.

An agreement is not considered fully approved unless it has been approved by both the Municipality and the State, and it is not considered fully executed unless a fully approved copy has been returned to the Municipality.

The Municipality and its consultants (or any other parties hired by the Municipality) **MUST NOT** begin work on a federal-state – funded project phase until the State has provided notice of project authorization. Any such work would be ineligible for federal/state funding. Authorization will coincide with the currently scheduled year that is stated in the agreement.

If you have any questions regarding the agreement or need an extension to the submittal date, please call me at (715) 365-5777 or email alexander.hegeman@dot.wi.gov.

Sincerely,

Alex Hegeman

Alex Hegeman
Local Programs Manager – NC Region

Urbanized Area STP-Urban (206) Standard SMA



STATE/MUNICIPAL AGREEMENT FOR A STATE- LET STP-URBAN PROJECT

Program Name: STP-Urban

Population Group: 5,000 – 20,000

Sub-program #: 206

Cycle: 2020-2025

Date: May 5, 2020

I.D.: 9835-05-00/70

Road Name: 7th Avenue

Limits: Dorr Street to Clermont Street

County: Langlade

Roadway Length: 0.2 miles

Functional Classification: Collector

Project Sponsor: City of Antigo

The signatory, City of Antigo, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: **The existing facility is a two-lane, urban cross-section constructed with asphalt pavement. The pavement rating varies between a 3 and 5 and is in poor condition. It has deteriorated to the point that requires surface reconstruction. There is curb and gutter with existing sidewalk along this stretch of road which is part of the local bicycle/pedestrian system. There are no known existing safety issues.**

Proposed Improvement - Nature of work: **The proposed project would be a pavement replacement of an urban cross-section for 1,050 feet. Two lanes would make up the 34-foot wide asphalt pavement. There will be a 5-foot sidewalk for 900 feet with 2-foot curb and gutter for 875 feet on both sides of the road. There will be minimal grading with this project. The project also includes temporary and permanent pavement marking.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: **None identified at this time.**

The Municipality agrees to the following 2020-2025 Urbanized Area project funding conditions:

Project design and construction costs are funded with 80% federal/state funding up to a funding limit of \$288,000. The Municipality agrees to provide the remaining 20% and any funds in excess of the \$288,000 federal/state funding limit. 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 2024. **In accordance with the State's sunset policy for STP-Urban projects, the subject 2020-2025 STP-Urban improvement must be constructed and in**

Urbanized Area STP-Urban (206) Standard SMA

final acceptance within six years from the start of State Fiscal Year 2021, or by June 30, 2026. 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 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 \$288,000 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.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 9835-05-00					
Design	\$62,680	\$50,144	80% MAX	\$12,536	20% + BAL
State Review	\$7,320	\$5,856	80% MAX	\$1,464	20% + BAL
Subtotal	\$70,000	\$56,000		\$14,000	
ID 9835-05-70					
Participating Construction	\$250,000	\$200,000	80% MAX	\$50,000	20% + BAL
Non-Participating Construction	\$0		0%	\$0	100%
Consultant & State Review	\$40,000	\$32,000	80% MAX	\$8,000	20% + BAL
Subtotal	\$290,000	\$232,000		\$58,000	
Total Est. Cost Distribution	\$360,000	\$288,000	N/A	\$72,000	N/A

*Design ID# 9835-05-00 federal funding is limited to \$56,000.

*Construction ID# 9835-05-70 federal funding is limited to \$232,000.

This request is subject to the terms and conditions that follow (pages 3 – 7) 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.

Signatures certify the content has not been altered by the municipality.

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

Name	Title	Date
------	-------	------

Signed for and in behalf of the State:

Name	Title	Date
------	-------	------

Urbanized Area STP-Urban (206) Standard SMA

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
 - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
 - g. Federal statutes that govern the Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.
 - h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2020-2025 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

Urbanized Area STP-Urban (206) Standard SMA

- e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. Real estate for the improvement.
 - h. New installations or alteration of street lighting and traffic signals or devices.
 - i. Landscaping.
 - j. Preliminary engineering and design.
 - k. State review services.
5. The work will be administered by the State and may include items not eligible for federal participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to project funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2020-2025 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current *WisDOT Facilities Development Manual*.
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.

Urbanized Area STP-Urban (206) Standard SMA

11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal financing commitments or are ineligible for federal financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2020-2025 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2021, or by June 30, 2026.** 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.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - e. Provide complete plans, specifications, and estimates to State upon request.
 - f. Provide relocation orders and real estate plats to State upon request.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
16. It is further agreed by the Municipality that:
 - a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

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- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred with by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.
- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted oversize and overweight loads. The contractor is responsible for any damage caused to haul roads if they do not obey size and weight laws, use properly equipped and maintained vehicles, and do not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under Municipal Responsibilities and Requirements.

LEGAL RELATIONSHIPS:

- 17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.

Urbanized Area STP-Urban (206) Standard SMA

19. Contract modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or any of its attachments may be changed, waived or terminated orally.
20. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
21. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
23. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following 2020-2025 Urbanized Area STP-Urban project funding conditions:

- a. ID 9835-05-00: Design is funded with 80% federal funding up to the funding limit of \$56,000, when the Municipality agrees to provide the remaining 20% and any balance over the funding limit of \$56,000. This phase includes plan development, management consultant review, and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
- b. ID 9835-05-XX: Real estate acquisition is funded 100% by the Municipality.
- c. ID 9835-05-XX: Railroad items are funded 100% by the Municipality.
- d. ID 9835-05-XX: Utility items are funded 100% by the Municipality.
- e. ID 9835-05-70: Construction:
 - i. Costs for construction delivery, construction engineering, and construction oversight are funded with 80% federal funding up to the funding limit of \$232,000 when the municipality agrees to provide the remaining 20% and any balance over the funding limit of \$232,000.
 - ii. Non-participating costs are funded 100% by the Municipality. Costs include construction delivery.

[End of Document]



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: June 24, 2020
Re: State/Municipal Agreement with WisDOT under the Local Bridge Program for the Design & Construction of the 4th Avenue Bridge over Springbrook Creek

You will find a cover letter from the Wisconsin Department of Transportation (WisDOT) along with a copy of the proposed State/Municipal Agreement (SMA) for the design and construction of the 4th Avenue Bridge over Springbrook Creek. This agreement provides for 80% of the bridge design and construction to be completed with funding from the State's Local Bridge Program. The approach pavement lengths are limited in scope and participation of the program leaving portions of the proposed project to be considered as non-participating requiring more local funds to be utilized as necessary.

This SMA is based upon preliminary cost projections subject to change as the project design advances. Every effort to complete the project within the budgetary constraints listed within the SMA will be advanced; if costs increase the local agency is typically responsible unless WisDOT concurs with any requested changes. If so, a revised SMA would be required. This SMA projects \$140,300 in non-participating items (mainly approach & storm sewer work) along with \$156,104 in local matching funds (20% local) for the bridge design/construction) for a total of \$296,404 in City matching funds of the estimated \$920,820 project.

Once the SMA is endorsed by both parties the next phase would involve the selection of a design consultant by the City under a qualification based selection process under to oversight of WisDOT. Once a consultant is selected WisDOT will enter into a negotiation phase with the consultant to determine the fees associated with the design/bid process.

The design would most likely be initiated in 2020 with the bulk of the design expenditures occurring in 2021/22. The local matching funds needed for the design portion of the project are estimated at \$30,084 of the above mentioned \$296,404 in local matching funds for the project. Construction is projected for State Fiscal Year 2024 which would place the project to be built during the summer of 2023.



Division of Transportation
System Development
North Central Region
510 North Hanson Lake Road
Rhineland WI 54501

Tony Evers, Governor
Craig Thompson, Secretary
Internet: www.dot.wisconsin.gov

Telephone: (715) 365.3490
Facsimile (FAX): (715) 365.5780

E-mail: ncr.dtsd@dot.wi.gov

Attachment: 9835-00-01_71 City of Antigo Local Bridge Cover Letter (3454 : State/Municipal Agreement for the Design & Construction of 4th

June 2, 2020

Mark Desotell
Director of Administrative Services
City of Antigo
700 Edison Street
Antigo, WI 54409

Mr. Desotell,

Enclosed for signature is the project agreement for the following project that has approved funds in the 2020-2025 Local Bridge Program.

Project ID: 9835-00-01/71
C Antigo, 4th Avenue

Please sign and return one (1) copy of the agreement. Electronic signatures are acceptable. Return the copy of the agreement by mail or email to the Department with signatures prior to June 30, 2020 at this address:

North Central Region
Attn: Alex Hegeman or alexander.hegeman@dot.wi.gov
510 North Hanson Lake Road
Rhineland, WI 54501

Note the cost ratios for each project phase and any federal/state funding limits which may exist. The Municipality is responsible for the entire cost for non-participating items as well as any costs which exceed the funding limits, if applicable.

An agreement is not considered fully approved unless it has been approved by both the Municipality and the State, and it is not considered fully executed unless a fully approved copy has been returned to the Municipality.

The Municipality and its consultants (or any other parties hired by the Municipality) **MUST NOT** begin work on a federal-state – funded project phase until the State has provided notice of project authorization. Any such work would be ineligible for federal/state funding. Authorization will coincide with the currently scheduled year that is stated in the agreement.

If you have any questions regarding the agreement or need an extension to the submittal date, please call me at (715) 365-5777 or email alexander.hegeman@dot.wi.gov.

Sincerely,

Alex Hegeman

Alex Hegeman
Local Programs Manager – NC Region

 STATE/MUNICIPAL AGREEMENT FOR A STATE- LET LOCAL BRIDGE PROJECT Program Name: Local Bridge Sub-program #: 205 Cycle: 2020-2025	Date: May 20, 2020 I.D.: 9835-00-01/71 Road Name: 4th Avenue Bridge ID: P-34-0701 Location: Springbrook Creek Limits: Springbrook Creek Bridge P-34-0701 County: Langlade Project Length: 235 FT Facility Owner: City of Antigo Project Sponsor: City of Antigo Construction scheduled for State Fiscal Year: 2024
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The signatory, City of Antigo, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway, street or local bridge improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Funding is limited to the minimum eligible project scope necessary for a safe and effective facility per WisDOT Performance-Based Practical Design policy. The funding for the project for both structure and approach is limited to:

- replacement or rehabilitation of the existing facility,
- or, meeting minimum bridge standards as outlined in the WisDOT Facilities Development Manual (FDM) or applicable TRANS code,
- or, an approved justification based on engineering principles that exceed either Performance-Based Practical Design or the FDM.

The Municipality may elect to construct alternative designs but approved Local Bridge Improvement Assistance Program (s84.18(2)(e)) funding will be limited to a maximum of 80 percent of the cost of the minimum eligible scope of the project.

TABLE A

	Existing Facility – Current structure and condition	Proposed Improvement – Approved scope	Notes:
Type of facility	Bridge		
Bridge ID	P-34-0701		
Structure passes over	Springbrook Creek		
Clear bridge width	30 FT	30 FT	
Bridge length	34 FT	34 FT	
Total length of approach work		300 FT	115' west of bridge, 185' east of bridge
Number of spans	1	1	
Special safety issues	n/a		
Sidewalk	No	No	
Sidewalk along approach	No	No	
Bicycle / pedestrian improvements required		No	
Improvement type as indicated on project application		Bridge Replacement-Existing Alignment	
Acquisition of right-of-way		No	
Approach width and type	39 FT	39 FT wide, Asphalt	
Approach shoulder width and type		2 FT wide, Curb and Gutter	
Bridge rail		Yes	
Beam guard		Yes	

Non-participating work, additional notes:

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements:

A municipality may elect to design a bridge or elements that exceed the current Performance-Based Practical Design policy, or that exceed minimum bridge standards as outlined in the WisDOT Facilities Development Manual (FDM) or applicable TRANS code, or are not justified as necessary based on current engineering principles. All costs for these features will be paid for 100% by the Municipality.

Non-participating work includes additional approach work outside of the 50-foot standard approach.

The Municipality agrees to the following 2020-2025 Local Bridge Program project funding conditions:

Project Design costs are funded with up to **80%** state/federal funding up to a funding limit of \$120,336. The Municipality agrees to provide the remaining **20%** and any funds in excess of the \$120,336 state/federal funding limit. **Any real estate, railroad, or utility costs are 100% locally funded.**

Project Construction costs are funded with up to **80%** state/federal funding up to a funding limit of \$504,080. The Municipality agrees to provide the remaining **20%** and any funds in excess of the \$504,080 state/federal funding limit. **Any real estate, railroad, or utility costs are 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 **2024**. **In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2020-2025 Local Bridge Program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2021, or by June 30, 2026.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to State per WisDOT Change Management policy. 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 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.

Additional funds will not be approved for projects where increased costs are due to changes outside of the project scope that were identified in the original application or the most recent State Municipal Agreement (SMA) (whichever is most current). Exceptions to this policy will be allowed when the change is necessary based on safety, conformance with applicable minimum federal and state standards, projected traffic needs, or other factors as determined by WisDOT.

**TABLE B
SUMMARY OF COSTS**

PHASE	Total Est. Project Cost	Federal / State Funds	%	Municipal Funds	%
ID 9835-00-01					
Design	\$ 135,820	\$ 108,656	80%	\$ 27,164	20% + BAL
State Review	\$ 14,600	\$ 11,680	80%	\$ 2,920	20% + BAL
<i>Project total</i>	\$ 150,420	\$ 120,336	MAX	\$ 30,084	
ID 9835-00-71					
Participating Construction	\$ 532,000	\$ 425,600	80%	\$ 106,400	20% + BAL
Construction Engineering	\$ 82,500	\$ 66,000	80%	\$ 16,500	20% + BAL
Non-Participating Construction	\$ 140,300		0%	\$ 140,300	100%
State Review	\$ 15,600	\$ 12,480	80%	\$ 3,120	20% + BAL
<i>Project total</i>	\$ 770,400	\$ 504,080	MAX	\$ 266,320	
Total Est. Cost Distribution	\$ 920,820	\$ 624,416		\$ 296,404	
*Design ID 9835-00-01 federal/state funding is limited to \$ 120,336.					
*Construction ID 9835-00-71 federal/state funding is limited to \$ 504,080.					

This request is subject to the terms and conditions that follow (pages 4 – 9) 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 (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink.)	
Name (print)	Title
Signature	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal or state funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable federal and state laws, executive orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Municipality agrees not to engage in any illegal discrimination in violation of applicable federal or state laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
 - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
 - g. Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.

- h. State statutes that govern the Local Bridge Program, including but not limited to Wis. Stat. 84.18.
- i. Bridge approaches funding policy. The Federal Highway Administration (FHWA) and Wis. Stat. 84.18(2)(e) limit bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
- j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2020-2025 Local Bridge Program. Federal/State financing will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary engineering and design.
 - j. State review services.
5. State is authorized by Wis. Stat. 84.18(6) to exercise whole supervision and control over the construction of the project. The work will be administered by the State and may include items not eligible for federal/state participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to project funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal/state funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2020–2025 Local Bridge Program improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

- b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards.
 - h. Real estate for the improvement.
8. This line intentionally left blank.
 9. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the Municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
 10. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
 11. Work to be performed by the Municipality without federal/state funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
 12. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
 13. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
 14. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal/state financing limits or are ineligible for federal/state financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
 15. **In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2020-2025 Local Bridge Program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2021, or by June 30, 2026** 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.
 16. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
 17. The Municipality will at its own cost and expense:

- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
- b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
- e. Provide complete plans, specifications, and estimates to State upon request.
- f. Provide relocation orders and real estate plats to State upon request.
- g. Use the *WisDOT Utility Accommodation Policy*, unless it adopts a policy that has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

18. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred with by the FHWA.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal highway regulations, posters, billboards, roadside stands, or other private installations prohibited by federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its

own election or at the request of the FHWA, and that now such installations will be permitted to be erected or maintained in the future.

- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted Oversize and Overweight loads. The contractor is responsible for any damage caused to haul roads if they do not obey size and weight laws, use properly equipped and maintained vehicles, and do not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under "Municipal Responsibilities and Requirements."

LEGAL RELATIONSHIPS:

19. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
20. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
21. Contract modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
22. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
23. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

24. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
25. Maintenance of records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

26. The Municipality agrees to the following 2020-2025 Local Bridge Program project funding conditions:

- a. ID **9835-00-01**: Design is funded with 80% state/federal funding up to a funding limit of \$120,336, where applicable when the Municipality agrees to provide the remaining 20% and any funds in excess of the \$120,336 state/federal funding limit. This phase includes plan development and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with state/federal funding and 20% by the Municipality.
- b. ID **9835-00-XX**: Real estate acquisition is 100% the responsibility of the Municipality.
- c. ID **9835-00-XX**: Any railroad items are 100% the responsibility of the Municipality.
- d. ID **9835-00-XX**: Utility items are 100% the responsibility of the Municipality.
- e. ID **9835-00-71**: Construction
 - i. Costs for construction, engineering, and state review are funded with 80% state/federal funding up to a funding limit of \$504,080, when the Municipality agrees to provide the remaining 20%, and any funds in excess of the \$504,080 state/federal funding limit.
 - ii. Non-participating costs for are funded 100% by the Municipality. Costs include construction delivery.



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: June 24, 2020
Re: Consider Quotes Received for Project Photography/Video via Drone Flights for the Downtown 5th Ave. Project (Hwy 45 to Lincoln Street) as part of As-Built Documentation

Quotes were solicited for weekly flights by unmanned aircraft (drones) to document the work progress along the Downtown 5th Avenue project from Highway 45 to Lincoln Street. Two quotes were received with Unmanned Systems, Inc. of Antigo providing the recommended services at the best cost. The weekly cost would provide for still photos and video along the corridor and is estimated for an 18-week duration. It may be such that staff will request a specific flight depending on the contractor's operations or field conditions. As such, an anticipated 6 additional flights are projected. The following is an estimate of the overall costs of providing the requested services:

- 18 weekly flights @\$125 each = \$2,250
- 6 specialty flights @ \$125 each = \$ 750

The estimated total cost of the services is projected at \$3,000 with funds being proposed from the existing balance of the 2020 Director of Public Works Contractual Services budget.



To: Mayor and City Council
From: Charley Brinkmeier, Land Surveyor/Project Manager
Date: June 24, 2020
Re: Approving Professional Engineering Service Agreement for Clermont Street Sanitary Sewer Engineering Project

During the Smoke Testing that was completed with Ruekert and Mielke we discovered that the sanitary pipe that flows over Springbrook has a bad connection on the north bank. We requested that RnM give us a service agreement to complete the engineering and obtain the proper DNR permits to replace this pipe. The funds for the engineering and ultimately the construction for this will be coming from our Slip Lining portion of the budget.

We are requesting approval for the professional engineering service agreement with Ruekert and Mielke for \$7500.



May 28, 2020

Mr. Charley Brinkmeier, P.E.
Public Works Director
City of Antigo
700 Edison Street
Antigo, WI 54409

Re: Clermont Street Sanitary Sewer Stream Crossing
Proposal for Design Services

Dear Mr. Brinkmeier:

Ruekert & Mielke, Inc. (R/M) is pleased to submit a proposal to provide engineering services to assist the City of Antigo with design to replace the sanitary sewer stream crossing southeast of the intersection of Clermont Street and 10th Avenue. The conceptual plan is to replace the jointed metal stream crossing with a welded steel casing and PVC carrier pipe.

The Work authorized by this agreement includes the Design Services for the project. Details of the Work are as described below.

We are proposing the following Work tasks for the Design Services:

Task 1 Survey and Data Collection

- Perform onsite survey to develop planimetric and topographic mapping of the project area; survey other existing utilities in the project area, identify the stream and invert elevations of existing facilities; and establish the existing plan and profile of sewer to be replaced.
- Use City/County GIS data to obtain property line, right-of-way, and easement data to define property ownership in project areas.

Task 2 Conceptual Design

- Coordinate with WDNR representatives to determine permitting requirements.
- Review conceptual plan with City staff and WDNR representatives.

Task 3 Final Design & Permitting

- Perform design of the new stream crossing. Prepare detailed structural design for pipelines. Select pipe material and class
- Perform design for inlet and outlet manholes. Set appropriate rim elevations for stream water levels.
- Prepare mapping of project areas showing physical features, existing utilities, property lines and right-of-way limits. Prepare plan and profile sheet for pipeline route at a scale of not more than 1"=40'.
- Develop construction sequence for maintaining the existing stream crossing in service until new facilities are operable.
- Prepare technical specifications, standard details, and construction drawings for review by Owner and for submittal to regulatory agencies.
- Prepare project manual for use by City in obtaining bids for the work.
- Prepare an opinion of probable construction cost based on the detailed design and review cost with Owner.
- Review final design with Owner. Revise final design to incorporate Owner comments.
- Complete WDNR submittal forms and submit forms, engineering report, and technical specifications and drawings to the WDNR for review and approval. Monitor progress of the WDNR review, respond to questions, and furnish additional information as requested.



Mr. Charley Brinkmeier, P.E.
Proposal for Clermont Street Sanitary Sewer Stream Crossing
May 28, 2020
Page 2

The above described Design Services will be supplied on a time and expense basis and will not exceed \$7,500.00. This budget does not include permit fees.

The above described professional services will be provided to you in accordance with the attached two page RM Standard Terms & Conditions (Engineering Services) dated June 17, 2014, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning a fully executed copy to our office.

If you have any questions or comments, please feel free to contact me (920) 876-6382.

Respectfully,

RUEKERT & MIELKE, INC.

A handwritten signature in blue ink, appearing to read 'Kevin J. Wagner'.

Kevin J. Wagner, P.E. (WI)
Fox Valley Office Manager
kwagner@ruekert-mielke.com

KJW:cal

Enclosure(s)

cc: Taryn S. Nall, P.E., Ruekert & Mielke, Inc.

Attachment: Clermont Sanitary service agreement (3472 : Clermont St Sanitary Sewer)



Mr. Charley Brinkmeier, P.E.
 Proposal for Clermont Street Sanitary Sewer Stream Crossing
 May 28, 2020
 Page 3

CLIENT NAME:

City of Antigo, Wisconsin

ENGINEER:

Ruekert & Mielke, Inc.

By: _____

Title: _____

Date: _____

By: _____

Stanley R. Sugden, P.E.

Title: President

Date: May 28, 2020

ATTEST:

By: _____

Title: _____

Date: _____

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

Designated Representative:

Name: Taryn S. Nall, P.E.

Title: Project Manager

Phone Number: (920) 876-6382

Attachment: Clermont Sanitary service agreement (3472 : Clermont St Sanitary Sewer)

A. Standards of Performance

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Authorized Representative

With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and duties and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

C. Payments to Engineer

Invoices will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to Owner by Engineer monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice therefore, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

D. Ownership and Reuse of Documents

All documents prepared or furnished by Engineer pursuant to this Agreement are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Engineer grants Owner a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the documents. Such limited license shall not create any rights in third parties. Reuse of any documents pertaining to this Agreement by Owner shall be at Owner's sole risk; and Owner agrees to indemnify, defend, and hold Engineer harmless from all claims, damages, and expenses including reasonable attorney's fees arising out of such reuse of documents by Owner or by others acting through Owner.

E. Construction Review

Engineer will observe the work as agreed to for general compliance with the construction documents. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any contractor. Engineer has no stop work authority.

F. Environmental

Engineer assumes no liability for the detection or removal of any hazardous substances found at or adjacent to the Project site.

G. Owner Provided Information

Engineer shall have the right to rely on the accuracy of any information provided by Owner. Engineer will not review this information for accuracy.

H. Permits and Approvals

It is the responsibility of the Owner to obtain all necessary permits and approvals for the Project. Engineer will assist the Owner in obtaining permits and approvals as mutually agreed to in writing.

I. Access

Owner shall arrange for safe access to and make all provisions for Engineer and Engineer's consultants to enter upon public and private property as required for Engineer to perform services under this Agreement.

J. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, or any of them to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed the total amount of \$2,000,000.

K. Insurance

Engineer will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

L. Termination of Contract

Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Owner may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Owner with 30 days written notice. In the event of suspension or cancellation for convenience by Owner, Owner shall pay to Engineer all amounts owing to Engineer under this Agreement, for all work performed up to the effective date of notice.

M. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Engineer or Engineer's officers, directors, partners, employees, and consultants in the performance of Engineer's services under this Agreement.

2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Owner or Owner's officers, directors, partners, employees, and consultants with respect to this Agreement.

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

4. The indemnification provision of paragraph M.1. is subject to and limited by the provisions agreed to by Owner and Engineer in paragraph J. "Limit of Liability," of this Agreement.

N. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or the Engineer. Engineer's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any claim against Engineer because of this Agreement or the performance or nonperformance of services hereunder. Owner agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this paragraph.

O. Force Majeure

Engineer shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond Engineer's reasonable control.

P. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Q. Dispute Resolution

Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation.

R. Public Records

Engineer agrees to comply with the requirements of Wisconsin Statutes Sections 19.32 to 19.39 and Sections 19.81 to 19.98 – Wisconsin Public Records Law and Open Meetings Law.

END OF DOCUMENT

Attachment: Clermont Sanitary service agreement (3472 : Clermont St Sanitary Sewer)



To: Mayor and City Council
From: Charley Brinkmeier, Land Surveyor/Project Manager
Date: June 24, 2020
Re: Approving Most Advantageous Bid for the Clermont Street Project (Third Avenue to North Avenue)

We have received 3 bids for replacing some sanitary sewer, a little storm sewer and pulverizing and paving Clermont Street from Third Ave to North Ave. James Peterson Sons's bid was \$319,774.38 which was within the amount of the original budget. We are requesting approval for the James Peterson Sons bid.

BID TABULATION													
PROJECT: Clermont Street						PROJECT NUMBER:							
OWNER: City of Antigo						BID DATE: June 17, 2020 10:00 a.m.							
				A-1 Excavating Inc.		Musson Brothers		James Peterson					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	SANITARY SEWER												
1	SANITARY SEWER PRECAST MANHOLE	5	Each	\$ 3,400.00	\$ 17,000.00	\$ 3,000.00	\$ 15,000.00	\$ 2,968.94	\$ 14,844.70	\$ -	\$ -	\$ -	\$ -
2	CONNECTION TO 8" EXISTING	3.00	Each	\$ 1,100.00	\$ 3,300.00	\$ 1,000.00	\$ 3,000.00	\$ 738.79	\$ 2,216.37	\$ -	\$ -	\$ -	\$ -
3	CONNECTION TO 12" EXISTING	5.00	Each	\$ 1,200.00	\$ 6,000.00	\$ 1,200.00	\$ 6,000.00	\$ 755.15	\$ 3,775.75	\$ -	\$ -	\$ -	\$ -
4	8" SDR 35 PVC	780	LF	\$ 53.00	\$ 41,340.00	\$ 108.00	\$ 84,240.00	\$ 44.93	\$ 35,045.40	\$ -	\$ -	\$ -	\$ -
5	LATERAL CONNECTIONS	15	Each	\$ 600.00	\$ 9,000.00	\$ 1,000.00	\$ 15,000.00	\$ 357.74	\$ 5,366.10	\$ -	\$ -	\$ -	\$ -
6	9" CASTING-3" PAVING RING	5	Each	\$ 1,475.00	\$ 7,375.00	\$ 1,300.00	\$ 6,500.00	\$ 1,012.90	\$ 5,064.50	\$ -	\$ -	\$ -	\$ -
	STORM SEWER ITEMS												
7	STORM MANHOLE 60"	1	Each	\$3,500.00	\$ 3,500.00	\$2,500.00	\$ 2,500.00	\$2,419.10	\$ 2,419.10				
8	STORM MANHOLE 48"	1	Each	\$2,500.00	\$ 2,500.00	\$2,000.00	\$ 2,000.00	\$1,276.71	\$ 1,276.71				
9	CONNECTION TO 24" EXISTING	1	Each	\$1,700.00	\$ 1,700.00	\$800.00	\$ 800.00	\$996.25	\$ 996.25				
10	CONNECTION TO 12" EXISTING	4	Each	\$400.00	\$ 1,600.00	\$600.00	\$ 2,400.00	\$996.25	\$ 3,985.00				
11	CONNECTION TO 8" EXISTING	12	Each	\$1.00	\$ 12.00	\$350.00	\$ 4,200.00	\$715.75	\$ 8,589.00				
12	24" RCP STORM SEWER	35	LF	\$100.00	\$ 3,500.00	\$100.00	\$ 3,500.00	\$69.73	\$ 2,440.55				
13	12" RCP STORM SEWER	366	LF	\$70.00	\$ 25,620.00	\$55.00	\$ 20,130.00	\$49.30	\$ 18,043.80				
14	9" CASTING	2	Each	\$1,200.00	\$ 2,400.00	\$1,000.00	\$ 2,000.00	\$1,012.90	\$ 2,025.80				
	STREET ITEMS												
15	8" GRAVEL BASE	2,560	SY	\$7.00	\$ 17,920.00	\$4.50	\$ 11,520.00	\$0.01	\$ 25.60				
16	6" DEEP PULVERIZE	14,725	SY	\$1.40	\$ 20,615.00	\$1.64	\$ 24,149.00	\$0.51	\$ 7,509.75				
17	3" ASPHALTIC PAVEMENT	14,725	SY	\$12.00	\$ 176,700.00	\$11.85	\$ 174,491.25	\$14.00	\$ 206,150.00				
				\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total				\$ 340,082.00		\$ 377,430.25		\$ 319,774.38		\$ -		\$ -

Attachment: Clermont Bid Third to North (3473 : Clermont St Project)



"Antigo Area on the go"

**Public Works Department
1020 W. Pierce Avenue
Antigo, Wisconsin
715-623-4754**

Memo

Date: June 16, 2020

To: Public Works Committee & Council

From: Kirk Packard, Street Commissioner

I am requesting approval to be able to look for and purchase a used grader utilizing existing money in CIP account. CIP- Grader or Loader Acct – 442.640.64001.57750.

Graders are considered to have a 20 year life cycle and I would like to replace the 1990 Cat 140G grader with an upgraded unit before it needs major work.

I would purchase a piece of equipment most advantageous to the City when a used grader is found as the timing of purchasing used equipment does not allow waiting for committee approval.