



CITY OF ANTIGO

PUBLIC WORKS COMMITTEE MEETING

MULTI-PURPOSE ROOM

Wednesday, November 29, 2017

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 October 25, 2017 Meeting
2. MSA - Lead Service Contract 2018 for Administration Services
3. Consideration of 2018-2022 TAP Grant Application for a Bicycle/Pedestrian Walkway Leading from the Current Trail system at the North End of the Elevated Boardwalk and Ending at the Remington Detention Pond
4. Selection of a Candidate Project for the 2018/19 Biennium under WisDOT's Local Road Improvement Program (LRIP) for the Municipal Street Improvements (MSI)
5. Consider Alternate Date for the December 2017 Meeting

Any Other Matters Authorized by Law to be Considered

Adjournment

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

DATE MAILED: November 20, 2017

TOM BAUKNECHT



To: Mayor and City Council
From: Charley Brinkmeier, Land Surveyor/Project Manager
Date: November 29, 2017
Re: MSA - Lead Service Contract 2018 for Administration Services

The attached contract from MSA is to help us with administration services with the 2018 Lead Service grant administration. They will be assisting us with complying with the Wis DNR required document and loan closing procedures.


PROFESSIONAL SERVICES

More ideas. Better solutions.

Professional Services Agreement

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

Project Name: FY2018 SDWLP - Lead Service Line Administration

The scope of the work authorized is: See Attachment A

The schedule to perform the work is: Approximate Start Date: 10/09/2017
Approximate Completion Date: TBD

The estimated fee for the work is: \$7,000

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

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

CITY OF ANTIGO

Bill Brandt

Mayor

Date: _____

Attest: City Clerk

Kaye Matucheski

City Clerk

Date: _____

MSA PROFESSIONAL SERVICES, INC.

Scott Martin, PE

Program Manager

Date: 11/13/2017

Mary K Wagner, PE

Funding Administrator

Date: 10/9/2017

709 Edison Street
Antigo, WI 54409
Phone: (715) 623-3633
Fax: (715) 623-7323

1835 North Stevens Street
Rhineland, WI 54501
Phone: (715) 304-0417
Fax: (715) 362-4116

ATTACHMENT A SCOPE OF SERVICES

Scope of Services: SDWLP-LSL Administration

Working in conjunction with the City of Antigo (OWNER), MSA agrees to provide services for SDWLP Administration as hereinafter stated:

SECTION 1: SDWLP LSL Administration **Estimated Fee: \$7,000**

MSA agrees to assist the OWNER with loan administration services including the following:

- Work with the Owner and the WDNR to compile the necessary documentation required for SDWLP LSL loan closing(s):
 - Updated budget(s) to include all costs for project
 - Environmental Review
 - DBE compliance and all bidding documentation for project(s)
 - Contracts/Pre-qualify Contractors
 - Force Account Certification
 - Disbursement request, along with all corresponding invoices
 - Use of American Iron and Steel Certification
- Provide administrative services as required after loan closings. Establish and maintain SDWLP Administration Files
 - Application files and required documentation
 - Financial Assistance Agreement contracts
 - Financial management/disbursements
 - Environmental review
 - Project closeout file
 - General correspondence files
 - Labor standards files
- Work with the Owner and the WDNR through loan close-out at the end of the project.
- Provide project-related Municipal Advisor assistance as determined by owner
- Additional Services
 - Assist with any structure changes of the program
 - Assist with any additional federal requirements for the program
 - Assist with any changes in federal requirements for the program

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment: 58071 PSA w Antigo T&C 9-18-17 (1840 : MSA - Lead Service Contract 2018)

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

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

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

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

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

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

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

17. **Removed.**

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

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

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



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: November 29, 2017
Re: Consideration of 2018-2022 TAP Grant Application for a Bicycle/Pedestrian Walkway Leading from the Current Trail system at the North End of the Elevated Boardwalk and Ending at the Remington Detention Pond

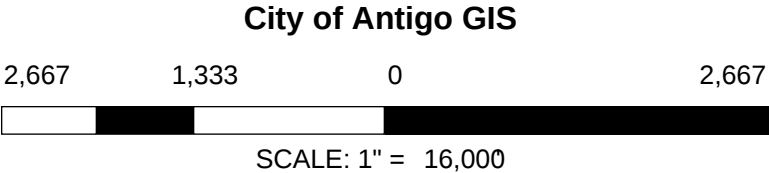
The City of Antigo is continually pursuing opportunities to expand the trail system and offer residents and visitors additional paved trails that connect various community facilities, business locations, and parks through safe designated routes. The expansion of the trail system continues to provide recreational benefits as well as alternatives for commuting year-round.

I met with staff regarding a potential route that would provide connections to the north as well as the western areas of the city. Staff is optimistic that this will be a competitive TAP Grant application to expand the trail system.

We are respectfully requesting approval to proceed with the application in order to meet the January 26, 2018 deadline for submittal. Included in your packet is a map of the proposed route which includes both on-road and off-road alignments. The proposed route has been selected in order to provide continuity while controlling the overall cost of the project while meeting the application criteria.



DISCLAIMER: This data is provided by the City of Antigo for informational purposes only. The City does not warrant or guarantee the accuracy or reliability of this data. The recipient of this data assumes any risk of its use for any purpose.



Print Date: 11/3/2017



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: November 29, 2017
Re: Selection of a Candidate Project for the 2018/19 Biennium under WisDOT's Local Road Improvement Program (LRIP) for the Municipal Street Improvements (MSI)

WisDOT's Local Road Improvement Program is seeking candidate projects from eligible (City of Antigo or Village of White Lake) communities under the Municipal Street Improvement category. The program is administered every two years through the County's Highway Commissioner. This year's informational meeting has already taken place on Thursday, November 16th with project applications due by December 11th, 2017.

The program typically provides a modest amount of funding (+/- \$24,000) and communities compete for its utilization. The Village of White Lake has yielded this investment to the City of Antigo from time to time depending on whether or not they had a viable project application. I spoke with their Village President and he indicated that White Lake has a proposed project to build in 2018.

The City of Antigo has \$23,853.98 remaining from their 2014/15 biennium application for our proposed work on Sunset Drive (8th Avenue to 10th Avenue) which is set to expire on 6/30/19. I forwarded communication to WisDOT's LRIP Coordinator advising that the City of Antigo will forfeit these funds (project is longer viable) so that the Village of white Lake may utilize them as matching dollars for their proposed 2018 project. The Village President indicated to me that they would not be pursuing the use of the 2018/19 funds.

Based on these actions, I have asked that the Street Commissioner and Project Manager/Surveyor get together and provide the Committee with a candidate project for the December 11th deadline. I visited several potential project sites with them and asked that they have their final recommendation available to the Committee for the November 29th meeting or if at all possible for inclusion into the agenda packet.

The program requires a minimum 50/50 match by the local municipality for an estimated \$50,000 minimum project total. If we were to commit a projected future allotment of Capital Improvement Program funds from our Street Category then we could project an additional \$175,000 (based on past history) for a maximum project total of \$200,000.

Please keep in mind that once a project is selected that only 1 future substitution project is allowed. The LRIP/MSI funds (once approved) carry a 5-year sunset date projected set to expire on June 30, 2023. Certain project types are ineligible so please keep in mind that we are essentially limited to hot-mix asphalt paving projects. Also, based on the limited funds that are available projects that require the replacement of other infrastructure such as water main, sewers or concrete curb & gutter do not typically make good candidate projects.



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: November 29, 2017
Re: Consider Alternate Date for the December 2017 Meeting

December's meeting is scheduled for Wednesday, December 27th and is in conflict with some staff vacations and may well be a conflict for Committee members as well. It is my recommendation to select an alternate meeting date during the week prior (December 18th thru the 21st) excluding Wednesday, December 20th as the FP&L Committee meets that evening.

An alternative might include the cancelling of the December meeting depending on the scope of any items being considered for the agenda.