

CITY OF ANTIGO

PUBLIC WORKS COMMITTEE MEETING

COUNCIL CHAMBERS

Wednesday, December 11, 2024

CITY HALL, 700 EDISON STREET

5:00 PM

Call to Order

Minutes Approval

1. Approve Minutes from August 28, 2024 Meeting

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

1. Replace Existing Service Doors at the Wastewater Treatment Plant (WWTP)
2. Wastewater Treatment Plant Upgrade to TriCore 3ph Transformer
3. Ayres Associates Safe Drinking Water & Clean Water Fund Administration
4. Tenth Avenue Construction Review and Bond Discussion
5. Infrastructure Alternatives, Inc. (IAI) Contract

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 clerk treasure's office, 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: December 04,2024

SCOTT HENRICKS

To: Mayor and City Council
From: Tommy Horswill, Project Manager
Date: December 11, 2024
Re: Replace Existing Service Doors at the Wastewater Treatment Plant (WWTP)

The 2024 Capital Equipment Improvement Plan (CIP) budget has \$150,000.00 for new doors at the wastewater treatment plant. A bid was advertised to replace them, and one bid was received from Reece Group LLC. Please see the attached bid sheet and bid tab. The total cost of replacing all of the doors in the bid request is \$120,682.40. It is my recommendation that the committee award the bid to the Reece Group LLC for a total cost of \$120,682.40.

If you have any questions, feel free to contact me.

Warm regards,

Tommy Horswill

Project Manager: Infrastructure Alternatives

thorswill@iaiwater.com



RFP: Doors at Wastewater Treatment Plant

The City of Antigo (hereafter referred to as The City), a governmental entity, is requesting bids for:

Replacing existing service doors at the wastewater treatment plant (WWTP)

Notwithstanding any provisions of the Request for Bids (RFB), The City reserves the right to reject any or all bids, to waive any irregularity or informality in the bid, and to accept or reject any items or combination of items, when to do so would be the advantage of The City and its taxpayers. It is further withing the right of The City to reject bids that do not contain all elements and information requested in this document.

The City shall not be liable for any losses incurred by the proposer throughout this process. The cost of preparing a response to this RFB is not reimbursable in part or in whole to the proposer. Any bid received will become the property of The City and become a matter of public record so any proprietary material or information should be marked as such and submitted as a supplement to the bid allowing The City to protect such information as warranted.

1. **Objective:** The City intends to replace service doors at the WWTP. The existing doors have various deficiencies, including worn arms, corrosion, as well as air gaps and a lack of insulation value.
2. **Scope:** The contractor shall provide a bid that includes the cost of components, supplies, shipping, and all labor.
 - a. The existing doors are attached to concrete frames of the buildings. Measurements of the doors are approximate, and a site visit for the most accurate fit of new doors is encouraged.
 - b. It is necessary to bid out the price of each door individually so that The City may replace as many doors as possible with available funding.
3. **Project Specifications:**
 - A. Door measurements and specifications:
 - a. Main Building East 43 ¾" x 83 ½" (2" framing), left hand out swing
 - b. Shop East 43 ¾" x 83 1/8" (2" framing), left hand out swing
 - c. Shop West 43 ¾" x 83 1/8" (2" framing), left hand out swing, this door is outside the site's security fence and should have a coded and keyed lock.
 - d. Shop South 43 5/8" x 83 ¼" (2" framing), right hand out swing
 - e. Polymer Room 71 ¾" x 83 1/8" (2" framing), double door out swing
 - f. RAS Building 71 7/8" x 83 1/8" (2" framing), double door out swing



- g. Sand Filter Building South 43 ½" x 82 ¼" (2" framing) right hand out swing
 - h. Sand Filter Building North 71 ¾" x 82 5/8" Double doors out swing
 - i. UV Control Room 35 3/4" x 83 ¼" (2" side frame, 4" top) left hand out swing
 - j. Blower Room East 43 ¾" x 83 ½" (2" framing) right hand out swing
- B. Doors should be:
- a. Fiberglass to prevent corrosion
 - b. R-value of at least 9.0
 - c. UL rated for 3 hours for fire
 - d. Aluminum panic exit hardware
 - e. OPTIONAL: Stainless steel panic bars to prevent corrosion.
 - f.
- C. Along with signing a contract with The City, the following are required for insurance:
- 1. Worker's Comp
 - 2. Liability
 - 3. Contingent liability would be required if any work is subcontracted.
 - 4. The City of Antigo must be listed as additionally insured (General and Auto)
 - 5. A hold harmless agreement signed in case of bodily injury or death.

The contractor is responsible for the preparation and submitting the bid documents with final review/recommendation of the results to the Public Works Committee by appropriate staff. Bids shall be prepared simply, avoiding the use of elaborate promotional materials beyond those sufficient to complete the submittal. Bid information is available in the Public Works office at City Hall at 700 Edison Street Antigo, WI 54409. The sealed bids should be labeled "WWTP Doors" and mailed or hand delivered to The Clerk Treasurer's office at City Hall 700 Edison St Antigo, WI 54409. Bids will be accepted until Thursday, November 14th 2024, at 10:00 AM. Bids will be read at this time in the Public Works office at City Hall, 700 Edison St Antigo, WI 54409. Contractors submitting bids are welcome to attend the bid opening. Questions? Please reach out to Tommy Horswill at 715-627-2710 or thorswill@iaiwater.com

CONTRACTOR CERTIFICATION

We have read the City's Request for Bids (RFB) to provide services, and we certify that we have adequate facilities to provide such services. We understand that our ability to meet criteria and provide required materials shall be judged by the city.

In addition, we certify that:

- *Our bid is not made in the interest or on behalf of any person not named therein.*



- *We have not directly or indirectly induced or solicited any person to submit a false or misleading bid or to refrain from proposing.*
- *We have not in any manner sought by collusion to secure advantage over any other contractor*
- *We have thoroughly examined the bid requirements, and our proposed prices cover all the materials that we have indicated we can provide; and*
- *We acknowledge and accept all the terms and conditions included in the RFB.*

Bidder Sheet

Date of Opening: 11-14-24

Present at Opening:

Tony Horowitz
Scott Henricks

In House Bid	Vendor Registry Bid	Outright Purchase	Trade In	Balance	Comments
Reese Group LLC	10162.65, 16738.65 9,526.55				
B&M Technical Services	18447 SCADA Integration				
C Moore Engineering	\$159,978.00				
Sabel Mechanical	\$199,636.43				

Attachment: Public Works Memo WWTP (7243 : Replace Doors at WWTP)



A. Contractor Certification/Bid Page

Total cost per door including freight and labor:

1. Main Building East	\$10,162.65
2. Shop East	\$10,162.65
3. Shop West	\$10,126.65
4. Shop South	\$10,162.65
5. Polymer Room	\$16,738.65
6. RAS Building	\$16,738.65
7. Sand Filter North	\$10,162.65
8. Sand Filter South	\$16,738.65
9. UV Room	\$9,526.55
10. Blower Room East	\$10,162.65

DOORS FIRE RATED UP TO 90 MIN

The successful contractor will be required to submit to the City a federal W-9 form (request for taxpayer information). Firms already established with the City as a contractor may have this requirement waived.

Business Name The Reese Group, LLC

Address 13615 State Highway 32 64 Mountain, WI 54149

Contact Name Tina Reese

Telephone # NA Mobile # 414-719-1477

E-mail address treese@the-reese-group.com

The contact's name must be the person/persons authorized to represent the contractor regarding all matters related to the proposal. The letter must be signed by the individual authorized to represent the contractor.

Christine Reese

Bidder's Signature

To: Mayor and City Council
From: Charley Brinkmeier, Land Surveyor/Project Manager
Date: December 11, 2024
Re: Wastewater Treatment Plant Upgrade to TriCore 3ph Transformer

During construction of the solar panels at the Wastewater Treatment Plant (WWTP), it was discovered that the main transformer from Wisconsin Public Service (WPS) is the incorrect type to handle solar power. The transformer must be replaced prior to finishing the installation. WPS is in the process of ordering a new transformer and getting that installed, at their cost. With that new transformer we will need to install new underground service lines and new connection cabinet. As you can imagine, this is a complicated process because this all must be completed with the plant in full operation. Then the cutter over to the new equipment will minimize the down time of the WWTP. The change order for this part of the project is \$23,781 with the funds coming from the Sanitary Sewer funds.

Charley



Change Order Form

Project Title: City of Antigo
Wastewater Treatment Plant
Project Address: N2420 Koszarek Rd,
Antigo, WI 54409

Original Contract Date: 11/17/23
Change Order Number: 092424ANTIGOWWTP
Change Order Date: 9/26/2024

This Change Order Form is an addendum to the original contract for the solar power system installation ("Original Contract") between City of Antigo and North Wind Renewable Energy Cooperative ("Northwind Solar"), dated 11/17/2023, for the property located at N2420 Koszarek Rd, Antigo, WI 54409 and outlines the requested adjustments to the terms of the Original Contract.

Description of the Change: Site service and transformer upgrade to TriCore 3ph transformer with new CT metering cabinet. Onsite electrical work to be subcontracted to and performed by Pleper Electric. Additional related work to be performed by Wisconsin Public Service Corporation. Change order costs include all equipment, materials, and labor related to the installation of the new CT metering cabinet and reconfiguring incoming system electrical feeds between the new transformer and existing panelboard/switchgear.

Adjustment to Timeline: TBD

Adjustment Cost: +\$23,781

Original Project Cost: \$ 1,010,900

Change Order Cost: \$ 23,781

Total Cost: \$ 1,034,681

Acceptance: SEE EMAIL CONFIRMATION ATTACHED

The Customer and Company agree to the terms outlined in this Change Order, which shall become an integral part of the Original Contract. Except as expressly set forth in this Change Order, all terms of the Original Contract remain unchanged and in full force and effect.

Customer: City of Antigo	Company: Northwind Solar
Signature: _____	Signature: <u>[Signature]</u>
Name: _____	Name: <u>JORDAN KAISER, MEMBER-OWNERS</u>
Date: _____	Date: <u>10/2/24</u>

Attachment: WWTP Upgrade to TriCore 3ph Transformer (7200 : WWTP Upgrade to TriCore 3ph Transformer)

To: Mayor and City Council
From: Charley Brinkmeier, Land Surveyor/Project Manager
Date: December 11, 2024
Re: Ayres Associates Safe Drinking Water & Clean Water Fund Administration

Ayres Associates has completed our application for both Department of Natural Resources (DNR) funding sources, which we are receiving some principal forgiveness. With that comes the administrative portion, collecting all the documentation and completing all the forms for the DNR as well as working with Lantlode County Economic Development Corporation for the pay roll reporting etc. Ayres Associates is estimating \$7500 for each application for a total of \$15,000 with the funds coming from the Water Utility and the Sanitary Utility. We are recommending approval for both administrative contracts.

December 3, 2024

Thomas Bauknecht, Mayor
City of Antigo
700 Edison Street
Antigo, WI 54409

Re: Safe Drinking Water Loan Program
Edison Street – 6th Avenue to 9th Avenue
Loan Administration

Dear Mayor Bauknecht:

Thank you for the opportunity to submit this proposal for Safe Drinking Water (SDWLP) administration services for the City's Edison Street Reconstruction Project from 6th Avenue to 9th Avenue. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Description

The project consists of the loan administration of a SDWLP related to the City's Edison Street Reconstruction Project from 6th Avenue to 9th Avenue.

Scope of Services

The scope of services to be undertaken by Ayres under this agreement includes the following activities related to administering the Safe Drinking Water Loan Program:

1. Establish a funding-related filing system.
2. Collect all project related invoices for submittal to WDNR.
3. Prepare and submit two Request for Disbursement forms for submittal to the WDNR.
4. Advise City on payment specifics once WDNR funds are deposited in City's account.
5. Prepare and submit to the WDNR, all required forms related to the above-described project.
6. Prepare, collect and submit all project related final closeout forms (to the WDNR)
7. Receive, review and submit to WDNR Davis Bacon certified payroll reports from Langlade County Economic Development Corporation.

Responsibilities of Owner and Others

Occasional additional documentation for the administration of the SDWLP from the owner and other parties is necessary. This documentation includes the following:

- Coordinate invoicing from project engineers and City for draw-down submittal to DNR throughout the construction of the project.
- Signatures on all related forms.
- Coordination of all legal and financial (Bond Counsel) activities.
- Provide notification for any public information meetings.

Time Schedule

This contract will begin upon execution of the agreement. This agreement assumes the construction project is already substantially complete and final project closeout will be no later than December 31, 2024.

Mr. Thomas Bauknecht
 December 3, 2024
 Page 2 of 2

Fee

We will perform the above services for an amount based on a standard hourly rate for each class of employee. The estimated cost of services is \$7,500. We will not exceed an amount of \$7,500 without your prior approval. A Standard Hourly Rate Schedule is included attached as Appendix 1.

Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services, and which are incorporated into this proposal by reference.

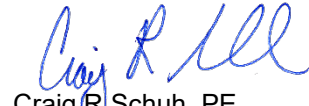
Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until January 31, 2025 unless extended by us in writing.

Proposed by Consultant:

Ayres Associates Inc.



Craig R. Schuh, PE
 Manager Engineering Services

Accepted by Client:

Signature

Title

Date

Attachments: Contract Terms and Conditions
 Standard Hourly Rate Schedule

**AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS**

1. Performance of Services: Consultant shall perform the services outlined in its proposal to Client in consideration of the stated fee and payment terms.

2. Billing and Payment: Invoices for Consultant's services shall be submitted to Client on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, after giving 7-days' notice, without waiving any claim or right against Client, and without liability whatsoever to Client, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. Payment will be credited first to any interest owed to Consultant and then to principal. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to Consultant's compensation. Client shall pay all costs of collection, including reasonable attorney fees and costs incurred by Consultant in collecting any amounts due from Client. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only the portion so disputed, and must pay the undisputed portion.

3. Access to Site: Client shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Client, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant 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.

4. 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, Client 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 or instructions which have been furnished to Consultant by others.

5. Hazardous Materials: In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Client agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Client agrees to pay Consultant for all services rendered, including reasonable termination expenses. Client acknowledges that Consultant is performing professional services for Client and that Consultant is not and will not be required to become an "owner", "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the site in connection with Consultant's activities under this agreement.

6. Insurance: Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Client. Consultant shall furnish a Certificate of Insurance to Client upon written request. Client agrees that Consultant shall not be liable or responsible to Client for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

7. Limitation of Professional Liability: Client agrees to limit Consultant's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or Consultant's fee, whichever is greater. In the event that Client does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving Client's written request prior to the start of Consultant's services.

8. Opinions of Probable Costs: Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.

9. Construction Review: Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.

10. Construction Observation: On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.

11. Standard of Performance: The standard of care for all professional services performed or furnished by Consultant under this contract 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. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Client 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.

12. Ownership and Use of Documents: All documents produced by Consultant under this contract are instruments of Consultant's professional service and Consultant owns the documents including all associated copyrights and the right of reuse at the discretion of the Consultant. Engineer grants Client a limited license to use the documents on the project, project extension and for related uses of the Client subject to receipt of full payment due, and such license to Client shall not create any rights in third parties. Client shall indemnify and hold harmless Consultant and its officers, directors, employees and Subconsultants from all claims, damages, losses, and expenses, including reasonable attorney fees, arising out of or resulting from any use, reuse, or modification of documents without written verification, completion or adaptation by Consultant.

13. Electronic Files: Client and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Client is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

14. Financial and Legal Services: Consultant's services and expertise do not include the following services, which shall be provided by Client if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Client requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Client requires to ascertain how or for what purpose any Contractor has used the money paid.

15. Termination of Services: This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Client shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination. Consultant shall have no liability to Client on account of termination for cause by Consultant.

16. Controlling Law: This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Client.

17. Assignment of Rights: Neither Client nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

18. Third Party Benefits: This contract does not create any benefits for any third party.

19. Dispute Resolution: Client and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Client and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

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

21. Betterment: If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Client'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 Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

22. Severability: To the extent that any provision of this contract is finally adjudged invalid by a court of competent jurisdiction, that provisions shall be deleted or modified, as necessary, to make it enforceable, and the remaining provisions of this contract shall remain in full force and effect and be binding upon the parties hereto.

23. California Privacy Rights Act Employer

24. Notice of Lien Rights: Ayres Associates Inc. hereby notifies Client that persons or companies furnishing labor or materials, including engineering, architectural, and surveying services, for the improvement of or construction on client's land may have lien rights on owner's land and buildings if not paid. Client should give a copy of this notice to their mortgage lender, if any. Ayres Associates Inc. agrees to cooperate with the owner and owner's lender, if any, for resolution of potential lien claims made as part of this contract.

25. Entire Agreement: This agreement contains the parties entire understanding and supersedes all prior negotiations or agreements over the services described herein. This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



Ingenuity, Integrity,
and Intelligence.

Hourly Rate Schedule

January 1, 2024

Classification	2024 Hourly Rate
Manager	\$180.78 - \$235.24
Engineer 4	\$165.90 - \$210.91
Engineer 3	\$131.18 - \$185.80
Engineer 2	\$114.30 - \$169.07
Engineer 1	\$95.36 - \$130.50
Architect 3	\$140.80 - \$185.01
Architect 2	\$108.56 - \$155.42
Architect 1	\$76.74 - \$86.16
Interior Designer	\$74.58 - \$122.43
Landscape Architect 3	\$96.90 - \$108.80
Landscape Architect 2	\$85.07 - \$106.52
Landscape Architect 1	\$71.18 - \$79.92
Scientist 3	\$118.96 - \$146.12
Scientist 2	\$94.55 - \$121.38
Surveyor (PLS)	\$109.78 - \$164.10
Survey Technician	\$88.64 - \$121.12
Geospatial Services Specialist	\$92.63 - \$192.64
Geospatial Services Technician	\$58.40 - \$114.88
Technician 5	\$121.20 - \$151.97
Technician 4	\$96.91 - \$143.23
Technician 3	\$85.69 - \$120.18
Technician 2	\$74.11 - \$102.80
Technician 1	\$60.56 - \$94.80
Senior Urban Planner	\$129.75 - \$168.74
Urban Planner	\$115.23 - \$145.54
Administrative Specialist	\$92.78 - \$180.26
Administrative Assistant	\$68.75 - \$96.70

For each classification, specific rates will depend on the level of experience required to meet project needs and goals.

This rate schedule covers normal and customary services only. Rates for environmental classifications and other specialized services are excluded.



December 3, 2024

Thomas Bauknecht, Mayor
City of Antigo
700 Edison Street
Antigo, WI 54409

Re: Clean Water Loan Program
Edison Street – 6th Avenue to 9th Avenue
Loan Administration

Dear Mayor Bauknecht:

Thank you for the opportunity to submit this proposal for Clean Water Loan Program (CWLP) loan administration services for the City's Edison Street Reconstruction Project from 6th Avenue to 9th Avenue. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Description

The project consists of the loan administration of a CWLP related to the City's Edison Street Reconstruction Project from 6th Avenue to 9th Avenue.

Scope of Services

The scope of services to be undertaken by Ayres under this agreement includes the following activities related to administering the Clean Water Loan Program:

1. Establish a funding-related filing system.
2. Collect all project related invoices for submittal to WDNR.
3. Prepare and submit two Request for Disbursement forms for submittal to the WDNR.
4. Advise City on payment specifics once WDNR funds are deposited in City's account.
5. Prepare and submit to the WDNR, all required forms related to the above-described project.
6. Prepare, collect and submit all project related final closeout forms (to the WDNR)
7. Receive, review and submit to WDNR Davis Bacon certified payroll reports from Langlade County Economic Development Corporation.

Responsibilities of Owner and Others

Occasional additional documentation for the administration of the CWLP from the owner and other parties is necessary. This documentation includes the following:

- Coordinate invoicing from project engineers and City for draw-down submittal to DNR throughout the construction of the project.
- Signatures on all related forms.
- Coordination of all legal and financial (Bond Counsel) activities.
- Provide notification for any public information meetings.

Time Schedule

This contract will begin upon execution of the agreement. This agreement assumes the construction project is already substantially complete and final project closeout will be no later than December 31, 2024.

Mr. Thomas Bauknecht
 December 3, 2024
 Page 2 of 2

Fee

We will perform the above services for an amount based on a standard hourly rate for each class of employee. The estimated cost of services is \$7,500. We will not exceed an amount of \$7,500 without your prior approval. A Standard Hourly Rate Schedule is included attached as Appendix 1.

Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services, and which are incorporated into this proposal by reference.

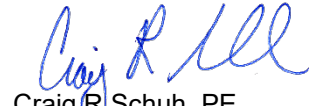
Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until January 31, 2025 unless extended by us in writing.

Proposed by Consultant:

Ayres Associates Inc.



Craig R. Schuh, PE
 Manager Engineering Services

Accepted by Client:

Signature

Title

Date

Attachments: Contract Terms and Conditions
 Standard Hourly Rate Schedule

Attachment: 2025 Edison Street CWF Loan Administration (7245 : Ayres Safe Drinking Water & Clean Water Fund Administration)

**AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS**

1. Performance of Services: Consultant shall perform the services outlined in its proposal to Client in consideration of the stated fee and payment terms.

2. Billing and Payment: Invoices for Consultant's services shall be submitted to Client on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, after giving 7-days' notice, without waiving any claim or right against Client, and without liability whatsoever to Client, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. Payment will be credited first to any interest owed to Consultant and then to principal. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to Consultant's compensation. Client shall pay all costs of collection, including reasonable attorney fees and costs incurred by Consultant in collecting any amounts due from Client. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only the portion so disputed, and must pay the undisputed portion.

3. Access to Site: Client shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Client, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant 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.

4. 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, Client 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 or instructions which have been furnished to Consultant by others.

5. Hazardous Materials: In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Client agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Client agrees to pay Consultant for all services rendered, including reasonable termination expenses. Client acknowledges that Consultant is performing professional services for Client and that Consultant is not and will not be required to become an "owner", "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the site in connection with Consultant's activities under this agreement.

6. Insurance: Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Client. Consultant shall furnish a Certificate of Insurance to Client upon written request. Client agrees that Consultant shall not be liable or responsible to Client for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

7. Limitation of Professional Liability: Client agrees to limit Consultant's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or Consultant's fee, whichever is greater. In the event that Client does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving Client's written request prior to the start of Consultant's services.

8. Opinions of Probable Costs: Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.

9. Construction Review: Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.

10. Construction Observation: On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.

11. Standard of Performance: The standard of care for all professional services performed or furnished by Consultant under this contract 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. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Client 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.

12. Ownership and Use of Documents: All documents produced by Consultant under this contract are instruments of Consultant's professional service and Consultant owns the documents including all associated copyrights and the right of reuse at the discretion of the Consultant. Engineer grants Client a limited license to use the documents on the project, project extension and for related uses of the Client subject to receipt of full payment due, and such license to Client shall not create any rights in third parties. Client shall indemnify and hold harmless Consultant and its officers, directors, employees and Subconsultants from all claims, damages, losses, and expenses, including reasonable attorney fees, arising out of or resulting from any use, reuse, or modification of documents without written verification, completion or adaptation by Consultant.

13. Electronic Files: Client and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Client is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

14. Financial and Legal Services: Consultant's services and expertise do not include the following services, which shall be provided by Client if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Client requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Client requires to ascertain how or for what purpose any Contractor has used the money paid.

15. Termination of Services: This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Client shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination. Consultant shall have no liability to Client on account of termination for cause by Consultant.

16. Controlling Law: This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Client.

17. Assignment of Rights: Neither Client nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

18. Third Party Benefits: This contract does not create any benefits for any third party.

19. Dispute Resolution: Client and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Client and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

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

21. Betterment: If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Client'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 Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

22. Severability: To the extent that any provision of this contract is finally adjudged invalid by a court of competent jurisdiction, that provisions shall be deleted or modified, as necessary, to make it enforceable, and the remaining provisions of this contract shall remain in full force and effect and be binding upon the parties hereto.

23. California Privacy Rights Act Employer

24. Notice of Lien Rights: Ayres Associates Inc. hereby notifies Client that persons or companies furnishing labor or materials, including engineering, architectural, and surveying services, for the improvement of or construction on client's land may have lien rights on owner's land and buildings if not paid. Client should give a copy of this notice to their mortgage lender, if any. Ayres Associates Inc. agrees to cooperate with the owner and owner's lender, if any, for resolution of potential lien claims made as part of this contract.

25. Entire Agreement: This agreement contains the parties entire understanding and supersedes all prior negotiations or agreements over the services described herein. This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



Ingenuity, Integrity,
and Intelligence.

Hourly Rate Schedule

January 1, 2024

Classification	2024 Hourly Rate
Manager	\$180.78 - \$235.24
Engineer 4	\$165.90 - \$210.91
Engineer 3	\$131.18 - \$185.80
Engineer 2	\$114.30 - \$169.07
Engineer 1	\$95.36 - \$130.50
Architect 3	\$140.80 - \$185.01
Architect 2	\$108.56 - \$155.42
Architect 1	\$76.74 - \$86.16
Interior Designer	\$74.58 - \$122.43
Landscape Architect 3	\$96.90 - \$108.80
Landscape Architect 2	\$85.07 - \$106.52
Landscape Architect 1	\$71.18 - \$79.92
Scientist 3	\$118.96 - \$146.12
Scientist 2	\$94.55 - \$121.38
Surveyor (PLS)	\$109.78 - \$164.10
Survey Technician	\$88.64 - \$121.12
Geospatial Services Specialist	\$92.63 - \$192.64
Geospatial Services Technician	\$58.40 - \$114.88
Technician 5	\$121.20 - \$151.97
Technician 4	\$96.91 - \$143.23
Technician 3	\$85.69 - \$120.18
Technician 2	\$74.11 - \$102.80
Technician 1	\$60.56 - \$94.80
Senior Urban Planner	\$129.75 - \$168.74
Urban Planner	\$115.23 - \$145.54
Administrative Specialist	\$92.78 - \$180.26
Administrative Assistant	\$68.75 - \$96.70

For each classification, specific rates will depend on the level of experience required to meet project needs and goals.

This rate schedule covers normal and customary services only. Rates for environmental classifications and other specialized services are excluded.



To: Mayor and City Council
From: Charley Brinkmeier, Land Surveyor/Project Manager
Date: December 11, 2024
Re: Tenth Avenue Construction Review and Bond Discussion

We had submitted for a Wisconsin Department of Transportation (WisDot) Surface Transportation Program (STP) Urban Grant for resurfacing 10th Avenue from Western Avenue to the East City Limits. That grant was awarded in January of 2023 for a total construction estimate of \$2.4 million with an 80/20 cost share with WisDot. Ayres Associates was selected for design services for this project. During the 60% review of the plans we requested an updated detailed estimate be completed so we understood where we are at. Ayres Associates estimate for the entire construction of the project would be \$4.2 million. We also requested a break down for dividing the project in half. West of USH 45 was \$2.6 million and the East side was \$1.6 million. After discussions with WisDot they would only fund the original request at 80% which is \$1.9 million.

We can either divide the project into 2 parts, East and West, and they would fund according with a maximum of \$1.9 million or we can fund the remainder of the project and complete it as one entire project. Staff is recommending completing the entire project and bonding for the remainder of \$4.2 million.

60 Percent Estimate
Project I.D. 9835-06-70
C Antigo, 10th Avenue
Western Avenue to East City Limits
Langlade County
11/7/2024

	Quantity	Unit	Unit \$	Total
Roadway Items (Western Avenue - USH 45)				
Removing Curb and Gutter	12,715	LF	\$2.50	\$31,787.50
Removing Manholes	2	EA	\$750.00	\$1,500.00
Removing Catch Basins	16	EA	\$600.00	\$9,600.00
Removing Storm Sewer 12-Inch to 18-Inch	485	LF	\$20.00	\$9,700.00
Removing Storm Sewer 24-Inch to 42-Inch	100	LF	\$40.00	\$4,000.00
Pulverize and Relay (10" Depth)	28,850	SY	\$2.00	\$57,700.00
Base Aggregate	1,300	TON	\$18.00	\$23,400.00
Concrete Driveway 6"	735	SY	\$85.00	\$62,475.00
Concrete Driveway 8"	125	SY	\$100.00	\$12,500.00
Asphaltic Surface	7,340	TON	\$95.00	\$697,300.00
30" Concrete Curb & Gutter	12,800	LF	\$16.00	\$204,800.00
18" Concrete Curb & Gutter	200	LF	\$45.00	\$9,000.00
Concrete Pedestrian Curb	60	LF	\$60.00	\$3,600.00
Concrete Sidewalk 4"	32	SF	\$8.00	\$256.00
Concrete Sidewalk 6"	8,235	SF	\$10.00	\$82,350.00
Curb Ramp Detectable Warning Fields	432	SF	\$50.00	\$21,600.00
Curb Ramp Detectable Warning Fields Radial	30	SF	\$68.00	\$2,058.36
Apron Endwalls for Culvert Pipe Reinforced Concrete 42-inch	1	EA	\$5,000.00	\$5,000.00
Storm Sewer Pipe PVC 4-Inch	18	LF	\$65.00	\$1,170.00
Storm Sewer Pipe PVC 6-Inch	15	LF	\$68.00	\$1,020.00
Storm Sewer Pipe PVC 8-Inch	27	LF	\$72.00	\$1,944.00
Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	165	LF	\$212.00	\$34,980.00
Storm Sewer Pipe Reinforced Concrete Class III 60-Inch	296	LF	\$350.00	\$103,600.00
Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	1,270	LF	\$92.00	\$116,840.00
Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	266	LF	\$100.00	\$26,600.00
Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	206	LF	\$107.50	\$22,145.00
Storm Sewer Pipe Reinforced Concrete Class IV 21-Inch	10	LF	\$130.00	\$1,300.00
Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	58	LF	\$130.00	\$7,540.00
Storm Sewer Pipe Reinforced Concrete Class IV 36-Inch	20	LF	\$200.00	\$4,000.00
Storm Sewer Pipe Reinforced Concrete Class IV 42-Inch	63	LF	\$215.00	\$13,545.00
Manhole Covers Type J	1	EA	\$900.00	\$900.00
Manhole Covers Type J-Special	9	EA	\$800.00	\$7,200.00
Inlet Covers Type C	1	EA	\$800.00	\$800.00
Inlet Covers Type H	14	EA	\$1,000.00	\$14,000.00
Inlet Covers Type H-S	40	EA	\$1,000.00	\$40,000.00
Manholes 4-FT Diameter	1	EA	\$3,500.00	\$3,500.00
Manholes 5-FT Diameter	5	EA	\$5,500.00	\$27,500.00
Manholes 8-FT Diameter	2	EA	\$30,000.00	\$60,000.00
Manholes 9-FT Diameter	1	EA	\$36,000.00	\$36,000.00
Inlets 3-FT Diameter	1	EA	\$2,500.00	\$2,500.00
Inlets 4-FT Diameter	7	EA	\$3,200.00	\$22,400.00
Inlets 6-FT Diameter*	1	EA	\$6,800.00	\$6,800.00
Inlets 2X3-FT	47	EA	\$2,000.00	\$94,000.00
Adjusting Manhole Covers (Storm Only)	5	EA	\$500.00	\$2,500.00
Adjusting Inlet Covers	5	EA	\$500.00	\$2,500.00
Erosion Control Items	1	LS	\$31,600.00	\$31,600.00
Landscaping Items	1	LS	\$77,700.00	\$77,700.00
Construction Staking	1	LS	\$25,000.00	\$25,000.00
Traffic Control	1	LS	\$30,000.00	\$30,000.00
Field Office	1	LS	\$10,000.00	\$10,000.00
Marking Line 4" Paint (Solid Edgeline)	11,550	LF	\$1.00	\$11,550.00
Marking Line 4" Paint (Centerline Skips)	773	LF	\$1.00	\$772.50

Attachment: 10th Ave 60% Estimate_Split (7244 : Tenth Ave construction review and discussion)

Marking Crosswalk 6" Paint	156	LF	\$18.00	\$2,808.00
Rectangular Rapid Flashing Beacon (RRFB)	2	EA	\$22,000.00	\$44,000.00
Sawcut	1,720	LF	\$2.75	\$4,730.00
Miscellaneous 10%	1	LS	\$213,210.00	\$213,210.00
Mobilization	1	LS	\$234,500.00	\$234,500.00
Subtotal				\$2,579,781.36
TOTAL				\$2,579,781.36

	Quantity	Unit	Unit \$	Total
Roadway Items (USH 45 - East City Limits)				
Grubbing	3	STA	\$2,000.00	\$6,000.00
Removing Curb and Gutter	7,735	LF	\$2.50	\$19,337.50
Removing Catch Basins	22	EA	\$600.00	\$13,200.00
Removing Storm Sewer 12-Inch to 18-Inch	860	LF	\$20.00	\$17,200.00
Pulverize and Relay (10" Depth)	17,160	SY	\$2.00	\$34,320.00
Base Aggregate	500	TON	\$18.00	\$9,000.00
Concrete Driveway 6"	830	SY	\$85.00	\$70,550.00
Asphaltic Surface	4,200	TON	\$95.00	\$399,000.00
30" Concrete Curb & Gutter	8,330	LF	\$16.00	\$133,280.00
Concrete Pedestrian Curb	20	LF	\$60.00	\$1,200.00
Concrete Sidewalk 4"	240	SF	\$8.00	\$1,920.00
Concrete Sidewalk 6"	4,210	SF	\$10.00	\$42,100.00
Curb Ramp Detectable Warning Fields	260	SF	\$50.00	\$13,000.00
Storm Sewer Pipe PVC 12-Inch	42	LF	\$85.00	\$3,570.00
Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	1,496	LF	\$92.00	\$137,632.00
Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	528	LF	\$100.00	\$52,800.00
Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	26	LF	\$115.00	\$2,990.00
Reconstructing Manholes	1	EA	\$3,000.00	\$3,000.00
Manhole Covers Type J-Special	17	EA	\$900.00	\$15,300.00
Inlet Covers Type H-S	52	EA	\$1,000.00	\$52,000.00
Manholes 4-FT Diameter	14	EA	\$3,500.00	\$49,000.00
Manholes 5-FT Diameter	1	EA	\$5,500.00	\$5,500.00
Manholes 6-FT Diameter	1	EA	\$6,800.00	\$6,800.00
Inlets 4-FT Diameter	6	EA	\$3,200.00	\$19,200.00
Inlets 5-FT Diameter*	2	EA	\$5,000.00	\$10,000.00
Inlets 2X3-FT	44	EA	\$2,000.00	\$88,000.00
Adjusting Manhole Covers (Storm Only)	2	EA	\$500.00	\$1,000.00
Adjusting Inlet Covers	1	EA	\$500.00	\$500.00
Erosion Control Items	1	LS	\$21,300.00	\$21,300.00
Landscaping Items	1	LS	\$52,500.00	\$52,500.00
Construction Staking	1	LS	\$25,000.00	\$25,000.00
Traffic Control	1	LS	\$20,000.00	\$20,000.00
Field Office	1	LS	\$10,000.00	\$10,000.00
Marking Line 4" Paint (Solid Edgeline)	7,100	LF	\$1.00	\$7,100.00
Sawcut	1,310	LF	\$2.75	\$3,602.50
Miscellaneous 10%	1	LS	\$134,700.00	\$134,700.00
Mobilization	1	LS	\$148,200.00	\$148,200.00
Subtotal				\$1,629,802.00
TOTAL				\$1,629,802.00

 STATE/MUNICIPAL AGREEMENT FOR A STATE- LET STP-URBAN PROJECT Program Name: STP-URBAN Population Group: 5,000 to 20,000 Sub-program #: 206 Cycle: FFY 2023-2026 Bipartisan Infrastructure Law (BIL)	Date: January 3, 2023 I.D.: 9835-06-00/70 Road Name: C. Antigo, 10th Avenue Limits: Western Avenue to East City Limits County: Langlade Roadway Length: 2.1 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 2.1-mile stretch of 10th Avenue from E 4th Street to Western Avenue to East City Limits in the City of Antigo has an urban cross section and is classified as a collector. The ADT on this section of road is 2500W/1700E (ADT year 2018/2015). This segment of 10th Avenue has two 11-foot-wide lanes with combination shoulders consisting of 7-foot parking lane plus 30-inch curb and gutter. The existing pavement structure is asphalt. The roadway is in fair condition and has had several improvements ranging from 1971 through 1999 depending on location. The roadway has a pavement rating of 5. The pavement cracking is extensive and exhibits relatively advanced "map" style deterioration. Sidewalk is on one side (north) of the roadway. There are no existing bicycle accommodations. There is a federal-aid-eligible structure; B-34-034.

10th Avenue serves as the main east-west corridor on the City's south side. It provides access to the Antigo Unified School Districts High School campus at its westernmost limits, to industrial sites west of State Highway 45, to a retail corridor in the vicinity of Highway 45 and to residential neighborhoods along its entire length. Students utilize the existing sidewalk connections for their trips to/from school while parents and older students utilize the corridor as their primary route to school. Other features served include an assisted living facility and student recreational complexes. The pavement cracking is extensive and exhibits relatively advanced "map" style deterioration.

Proposed Improvement - Nature of work: Pavement replacement for approximately 11,000 feet of 10th Avenue from Western Avenue to East City Limits in the City of Antigo utilizing hot mix asphalt. The project will be designed to meet current standards as per the WisDOT Facilities Development Manual. Minimal grading is anticipated. The existing concrete curb & gutter will likely require 100% replacement but will be evaluated for reutilization where possible. Underground utility work for water and sanitary sewer systems is not anticipated except for the replacement of any lead service lines. Storm sewer appurtenances will be investigated and repaired as required in conjunction with the curb removal and replacement. Driveway approaches will be replaced in conjunction with the curb removal and limited sidewalk repairs are anticipated. 3' HMA pavement is anticipated in the residential portions of the

residential portions of the corridor with 4" HMA anticipated from Dorr Street to the tie-in point west of Highway 45 (+/- 1500'). Road will be open with staged construction. Right of way acquisition for temporary interests (TLE) is anticipated to upgrade curb ramps to ADA standards.

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: **Items to be 100% locally funded could include, but may not be limited to, maintenance and repair of haul roads, adjustment of water service boxes, gate valves, and manholes; repair/replacement of water main, adjustment of sanitary sewer manholes, placing of new sanitary manhole seals and covers, compensable utility moves and real estate acquisition.**

The Municipality agrees to the following FFY 2023-2026 BIL STP-Urban project funding conditions:

Project ID **9835-06-00** design costs are funded with **80%** federal funding up to a funding limit of **\$406,400**. The Municipality agrees to provide the remaining **20%** and any funds in excess of the **\$406,400** federal funding limit.

Real Estate, Railroad, and utility costs are locally funded – non-participating. Non-participating costs are 100% the responsibility of the Municipality.

Project ID **9835-06-70** construction costs are funded with **80%** federal funding up to a funding limit of **\$2,116,400**. The Municipality agrees to provide the remaining **20%** and any funds in excess of the **\$2,116,400** federal 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 **2026**. Sunset date: **June 30, 2031**.

In accordance with the State's sunset policy for STP-Urban projects, the subject FFY 2023-2026 BIL STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2026, or by June 30, 2031.

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 funding exceed the estimate of **\$2,522,800** in the Summary of Costs Table.

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 9835-06-00					
Design	\$492,000	\$393,600	80%	\$98,400	20% + BAL
State Review	\$16,000	\$12,800	80%	\$3,200	20% + BAL
<i>Project totals</i>	<i>\$508,000</i>	<i>\$406,400</i>		<i>\$101,600</i>	
ID 9835-06-70					
Participating Construction	\$2,400,000	\$1,920,000	80%	\$480,000	20% + BAL
Non-Participating Construction	\$500	\$0	0%	\$500	100%
Construction Engineering	\$221,500	\$177,200	80%	\$44,300	20% + BAL
State Review	\$24,000	\$19,200	80%	\$4,800	20% + BAL
<i>Project totals</i>	<i>\$2,646,000</i>	<i>\$2,116,400</i>		<i>\$529,600</i>	
Total Est. Cost Distribution	\$3,154,000	\$2,522,800	N/A	\$631,200	N/A

*Design ID# 9835-06-00 federal funding is limited to \$406,400.

*Construction ID# 9835-06-70 federal funding is limited to \$2,116,400.

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

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

Name (print) **Bill Brandt**

Title **Mayor**

Signature

Date **January 12, 2023**

Signed for and in behalf of the **State** (please sign in blue ink.)

Name (print) **Shannon Riley**

Title **NC Region Planning Section Chief**

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 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 aids 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 FFY 2023-2026 BIL 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.
 - 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. State review services for construction ID **9835-06-70**
 - j. Preliminary engineering and design.
 - k. State review services for design ID **9835-06-00**

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 that 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 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 FFY 2023-2026 BIL 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 (FDM).
 - h. Real estate for the improvement.
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.
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/state financing commitments 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.

13. In accordance with the State's sunset policy for STP-Urban projects, the subject FFY 2023-2026 BIL STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year (2026) in which the project is initially scheduled. 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 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 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 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.
 - 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 in 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 the contractor does not obey size and weight laws, use properly equipped and maintained vehicles, and does 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.
- 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 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.

24. The Municipality agrees to the following FFY 2023-2026 BIL STP-Urban project funding conditions:

- a. ID 9835-06-00: Design is funded with 80% federal funding up to a funding limit of \$406,400, when the Municipality agrees to provide the remaining 20% and any funds in excess of the \$406,400 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 federal funding and 20% by the Municipality.
- b. ID 9835-06-70: Construction:
 - i. Costs for participating construction items are funded with 80% federal funding up to a funding limit of \$2,116,400, when the Municipality agrees to provide the remaining 20%, and any funds in excess of the \$2,116,400 federal funding limit.
 - ii. Non-participating costs **such as maintenance and repair of haul roads, sanitary sewer lines, water lines, repair/replacement of water main, adjustment of water service boxes, gate valves, adjustment of sanitary sewer manholes** are funded 100% by the Municipality. Costs include construction delivery.
 - iii. Costs for this phase include an estimated amount for **state review** activities, to be funded 80% with federal funding and 20% by the Municipality.

[End of Document]

ORIGIN: Public Works Committee

January 11, 2023

RESOLUTION NO. 11-23

WHEREAS, the City Council previously approved the submission of an application for a Wisconsin Department of Transportation (WisDOT) grant under the Surface Transportation Program - Urban (STP-U) as made available as the result of the Bipartisan Infrastructure Law (BIL) passage for the pavement reconstruction (excludes underground municipal utilities) of Tenth Avenue from Western Avenue to the East City Limits; and,

WHEREAS, the City received notification of project funding selection from WisDOT on September 22, 2022 under the State's 2023-2026 STP-U solicitation process which provides for an 80% Federal & 20% Local Match for design and roadway reconstruction; and,

WHEREAS, the proposed items identified within the project scope of work portion of the application qualified for the 80% grant funds (\$2,522,800) with 20% local match (\$631,200) for a total project estimate of \$3,154,000 excluding the costs of any non-participating items should they develop during the design process; and,

WHEREAS, the next step in the grant process requires the completion of a State/Municipal Agreement to memorialize the responsibilities of each the City and the Wisconsin Department of Transportation under the Project ID # 9835-06-00/70 scheduled for State Fiscal Year 2026.

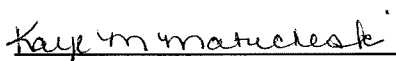
NOW, THEREFORE, BE IT RESOLVED, BY THE COMMON COUNCIL, City of Antigo, to enter into the State/Municipal Agreement with the Wisconsin Department of Transportation for the design and construction of 10th Avenue from Western Avenue to the East City Limits under State Project ID# 9835-06-00/70 providing an estimated \$2,522,800 in STP-Urban grant funds while requiring an anticipated \$631,200 in Local matching funds for an estimated total project amount of \$3,154,000 excluding any non-participating work should it develop during the design process.

BE IT FURTHER RESOLVED THAT, the City's Local matching funds come from a combination of utility enterprise funds (potential storm sewer funds), Street CIP, undesignated fund balance or municipal bonding as necessary to fund any gaps required to meet the State Municipal Agreement requirements.



Mayor

Attest:



Clerk – Treasurer

1/11/2023 Approved by Council

Attachment: 10th Ave DOT SMA 9835-06-00 (7244 : Tenth Ave construction review and discussion)



OFFICE OF ADMINISTRATION
City of Antigo
700 Edison St
Antigo WI 54409

Staff Report

To: Public Works Committee Members

From: Karin Derauf, City Administrator

Date: December 11, 2024

Subject: Approval of Operation and Maintenance Agreement with IAI (Infrastructure Associates, Inc. for Water Supply and Distribution System and Wastewater Collection System and Treatment Facility)

Historical Background

For over 20 years the City has had a positive working relationship with IAI (Infrastructure Alternatives, Inc.) to engage in and receive contracted services from them for the City Water Supply and Wastewater Treatment facilities operations and maintenance. This long-term relationship has resulted in cost efficient and professional services for the Residents of Antigo.

Current Circumstance

During the most recent conversations with IAI, it was determined that a review and refresh of the current agreement was needed. Issues including staffing and supply chain limitations, along with increasing costs, were discussed. Also addressed were the changing needs of these facilities since the current contract was established in 2004 (see attached). The refreshed contract presented (see attached) has a new look with a slightly different format and addresses the modifications and changes discussed. In addition, a separate, stand-alone Scope of Services (Exhibit A) will provide more clarity in the defined roles and responsibilities of the parties.

Fiscal Impact

Total Annual Services Fee
(Monthly Services Fee

\$853,332.00
\$71,111.00)

Established Maintenance Items Budget

Water Treatment Plant

\$40,000.00

Wastewater Treatment Plant

\$105,000.00*(Note: If city invoices are below this amount, there will be an annual reconciliation and refund to the City).***Recommendation**

Staff recommends a motion to “Recommend to Council to approve the Operation and Maintenance Agreement with IAI (Infrastructure Associates, Inc.) for the Water Supply and Distribution System and the Wastewater Collection System and Treatment Facility.”



**Operation and Maintenance Agreement for Water Supply and Distribution System
and Wastewater Collection System and Treatment Facility**

The Operation and Maintenance Agreement (the “Agreement”), dated as of January 1, 2025 (the “Execution Date”) between **City of Antigo, Wisconsin** whose address is **700 Edison Street, Antigo, WI** (the “Client”), and **Infrastructure Alternatives, Inc.**, a Michigan corporation, whose address is **7888 Childsdale Avenue NE, Rockford, MI 49341**, and its successors and assigns (“Infrastructure Alternatives”).

RECITALS:

WHEREAS, the Client is the owner of the water supply and distribution system, and the wastewater collection system and treatment facility described on / referred to within **Exhibit A** to this Agreement (the “Facilities”); and

WHEREAS, the Client desires to engage Infrastructure Alternatives to operate and maintain the Facilities on behalf of the Client, and Infrastructure Alternatives desires to accept such engagement, all upon the terms and conditions hereafter set forth; and

WHEREAS, the Client is authorized by law to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

1.01 Operation and Maintenance. Commencing on January 1, 2025, or such other date as mutually agreed to in writing by both Infrastructure Alternatives and Client (the “Effective Date”), Infrastructure Alternatives will provide operations and maintenance services as specified below (the “Services”) for Client’s Facilities within the design capabilities of the Facilities as described in / referred to within **Exhibit A** to this Agreement (the “Design Capabilities”). For the purposes of this Agreement, the Services shall include activities necessary to satisfy the requirements of the Clean Water Act, the Safe Drinking Water Act and all regulations currently applicable to the Facilities. The Services will be classified as either “Standard Services”, “Non-Routine Services” or “Additional Engineering and Technical Services” as defined below.

1.02 Expenses for Standard Services. Infrastructure Alternatives will pass on to the Client, the reasonable and necessary out-of-pocket expenses (not labor) associated with Standard Services required or recommended by the Facilities Operation and Maintenance Manual, the equipment of Facilities’ manufacturer, or Infrastructure Alternatives, to operate the Facilities and to maximize the service life of the equipment, vehicles, and Facilities. Such expenses include but are not limited to the expense of fuels, vehicles, tools and expendable supplies in connection with the Services. Such out-of-pocket expenses will be invoiced at cost plus 15% for administration.

1.03 Laboratory Services. Infrastructure Alternatives will coordinate activities with a contract laboratory, for the performance of all required water and wastewater sampling and analysis not performed within the Client’s Facility laboratory.

1.04 Non-Routine Services. Additional operation and maintenance services, including the cost of labor, parts, expendable supplies, and out-of-pocket expenses that are (1) not considered routine under this Agreement or (2) not required by the applicable regulatory agencies or (3) are required as a result of flood, fire, Act of God or other force majeure, civil disturbance, or other event or circumstance beyond Infrastructure Alternatives’ control (collectively,



“Non-Routine Services”), are not included in the Standard Services as described above and compensated under section 3.01. Infrastructure Alternatives will assist Client in obtaining or providing, or Infrastructure Alternatives will obtain or provide if directed by Client, the Non-Routine Services so required, and Infrastructure Alternatives will be paid for such Non-Routine Services in accordance with Section 3.04 of this Agreement.

1.05 Staffing. Infrastructure Alternatives will provide employees of Infrastructure Alternatives, one of which shall be a properly certified operator, to provide the Services for the Facilities. Back-up Services may be provided by a part-time operator or with Infrastructure Alternatives corporate personnel and electronic automated systems. In addition, Infrastructure Alternatives will be on call 24 hours per day, 7 days per week for emergency situations. Infrastructure Alternatives shall provide employees of Infrastructure Alternatives to provide all Services required by this Agreement, or may arrange with a subcontractor selected by Infrastructure Alternatives to provide a portion of the Services. In relation to Client, Infrastructure Alternatives shall be deemed an independent contractor for the purpose of applicable wage, fringe benefit, and worker compensation laws.

1.06 Liaisons. Infrastructure Alternatives shall communicate with Client’s liaison, designated pursuant to Section 2.01 (g) of this Agreement, regarding decisions and other matters related to the Services for the Facilities. Such individual shall have full authority to speak on behalf of and bind Client on matters as to which such individual is consulted, such that Infrastructure Alternatives may rely and act upon representations made by such individual, acting on behalf of Client. In addition, Infrastructure Alternatives shall advise Client and serve as Client’s liaison to regulatory agencies in matters related to the Services for the Facilities.

1.07 Regulatory Compliance. Subject to Section 1.18 and conditions beyond Infrastructure Alternatives’ control and subject to limitations in the Design Capabilities, Infrastructure Alternatives shall operate the Facilities in compliance with current local, state and federal regulatory requirements. To the extent conditions beyond Infrastructure Alternatives’ control or Design Capabilities interfere with or prevent compliance with applicable laws and/or regulations, Infrastructure Alternatives will advise Client of such limitations.

1.08 Performance of Duties and Obligations. Infrastructure Alternatives shall perform all of its Services in accordance with the terms and conditions of this Agreement; in accordance with applicable laws, statutes, building codes, rules and regulations of any public or quasi public authority or agency; and in conformity with the standards of professional skill and care exercised by consultants performing similar services. Infrastructure Alternatives makes no other warranty, express or implied, with respect to any Services performed hereunder. Infrastructure Alternatives shall not be liable for any claim, damage, cost, or expense (including attorney fees) caused by the malfunction or failure of the Facilities or any component thereof or other liability or loss not caused solely by its negligence or willful misconduct. In any event, neither party shall be liable to the other party for any indirect, incidental or consequential damages incurred by such other party, including, but not limited to, loss of profits or revenue and loss of Facilities, whether such loss arises out of any error or agreement, or is based upon contract, tort, or any other cause of action; provided, however, fines or penalties incurred by Client resulting from Infrastructure Alternatives’ breach of any provision of this Agreement shall not be deemed damages barred by the preceding exclusion of certain damages.

1.09 Insurance Coverage. Throughout the term of this Agreement, Infrastructure Alternatives shall keep, in force, at its sole cost and expense, the following insurance coverages with insurance companies licensed to do business in Wisconsin:

1.09.1 Commercial General Liability including premises/operations, independent contractors, broad form property damage, personal/advertising injury, blanket contractual, fire and explosion legal liability, explosion/collapse/underground hazard coverage, pollution liability, and products/completed operations coverage. Such policy shall be an occurrence policy and not a claims-made policy. Client and its affiliated companies and entities shall be named as an additional insured on an endorsement acceptable to Client. The additional insured endorsement shall extend coverage to the contractual liability and completed operations coverage.



1.09.2 Worker's Compensation coverage for their employees or contractors with statutory limits.

1.09.3 Automobile Liability including contractual liability for all owned, hired and non-owned vehicles.

1.09.4 Employers' Liability coverage.

1.09.5 Evidence of all insurance policies required under this Section 1.09 shall be promptly sent to Client. All required insurance policies shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

1.10 Reports and Records. Infrastructure Alternatives will prepare and co-sign all reports required by local, state and federal regulatory agencies, and will maintain other records deemed useful by Infrastructure Alternatives and Client to document the Services and to monitor and control the operation of the Facilities. Infrastructure Alternatives will prepare a monthly operations report that details operations, maintenance, repairs and facility improvements. This report will summarize operating data compliance reports submitted to regulatory agencies.

1.11 Property Rights. All facility records, data, and information, including but not limited to, operation reports, laboratory data, and budgetary and financial information shall remain property of Client. All operating procedure guidelines, preventive maintenance and safety programs, and system evaluation reports shall, upon termination of this Agreement, remain the property of Client. Client shall make available to Infrastructure Alternatives copies of any such records or information at Infrastructure Alternatives' request both during and following the term of this Agreement.

1.12 Indemnification – Performance of Services. Infrastructure Alternatives shall defend, indemnify and hold Client and its affiliates, and their respective officers, directors, shareholders, partners, employees and agents (collectively the "Client Indemnified Parties") harmless from any and all third-party liabilities, obligations, damages, penalties, fines, claims, costs, charges and expenses (including reasonable fees and expenses of attorneys and expert witnesses) which may be imposed upon, incurred by or asserted against the Client Indemnified Parties arising from any negligence or intentional wrongdoing, by Infrastructure Alternatives, its employees, agents, contractors or subcontractors.

Client shall defend, indemnify and hold Infrastructure Alternatives and its affiliates, and their respective officers, directors, shareholders, partners, employees and agents (collectively the "Infrastructure Alternatives Indemnified Parties") harmless from any and all third-party liabilities, obligations, damages, penalties, fines, claims, costs, charges and expenses (including reasonable fees and expenses of attorneys and expert witnesses) which may be imposed upon, incurred by or asserted against the Infrastructure Alternatives Indemnified Parties arising from any negligence or intentional wrongdoing, by Client, its employees, agents, contractors or subcontractors.

1.13 Engineering and Technical Services. As part of the Standard Services compensated under Section 3.01, Infrastructure Alternatives shall provide such engineering and technical services required to identify, evaluate, and prepare preliminary recommendations necessary to ensure the proper operation and maintenance of the Facilities.

1.14 Additional Engineering and Technical Services. Infrastructure Alternatives shall provide engineering and technical services which are in addition to the Standard Services described in Section 1.13 ("Additional Engineering and Technical Services"), as and when requested by Client. Infrastructure Alternatives shall be compensated for such Additional Engineering and Technical Services in the manner provided by Section 3.05 of this Agreement. A detailed scope of work and cost estimate for such Additional Engineering and Technical Services will be provided to Client by Infrastructure Alternatives, and written authorization to proceed shall be required by Infrastructure Alternatives before such services are initiated.



1.15 Infrastructure Alternatives Equipment. Any temporary or portable equipment which is provided by Infrastructure Alternatives during the term of this Agreement and which is not deemed part of the Facilities shall remain the property of Infrastructure Alternatives upon termination of this Agreement. Infrastructure Alternatives shall not make any capital improvements to the Facilities or any component thereof without written approval of Client.

1.16 Owner and Operator. Client and Infrastructure Alternatives understand and agree that neither this Agreement nor the performance of Infrastructure Alternatives hereunder shall render Infrastructure Alternatives an “owner” or “operator” of the Facilities as those terms are used in the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., as amended, the Comprehensive Environmental Response Compensations and Liability Act, 42 U.S.C. 6901, et seq., or similar federal, state, or local environmental legislation, and Infrastructure Alternatives’ liability shall remain limited as defined in this Agreement.

1.17 PFAS Contamination. Infrastructure Alternatives shall not be responsible for operating the Facilities to test for the presence of PFAS compounds or treat or remove PFAS compounds that may be in the water or wastewater, unless the Facilities and Design Capabilities specifically include the equipment and processes to effectively treat or remove PFAS compounds, and Infrastructure Alternatives further provides in writing its agreement to operate such equipment and Facilities to treat or remove PFAS compounds.

1.18 Cyber Security. The Facilities are equipped with electronic controls and other electronics that may be subject to cyber-attacks. Infrastructure Alternatives has not investigated the effectiveness of programming and methods of preventing such attacks and assumes no responsibility for taking steps to prevent or guard against such attacks, such responsibility remaining solely with Client. Further, Infrastructure Alternatives shall not be responsible for any costs, expenses or damages of any kind, including down time of the Facilities or non-compliance with laws and regulations as a result of a breach in the security of the electronics at the Facilities.

ARTICLE 2 – RESPONSIBILITIES OF CLIENT

2.01 Client Responsibilities. As part of this Agreement, Client agrees to perform all functions and retain all responsibilities and obligations related to the Facilities not expressly assumed herein by Infrastructure Alternatives, including, without limitation, the following:

- (a) Client shall promptly procure and continually maintain, in full force, and accordance with their respective terms, all easements, permits, licenses, and other similar approvals and consents necessary to operate and maintain the Facilities as owner of all Facilities and component parts thereof;
- (b) Client shall be responsible for expenditures for all capital improvement, provided that Infrastructure Alternatives will provide justification and review of such expenditures;
- (c) Client shall, at all times, provide access to the Facilities for Infrastructure Alternatives, its agents, employees and subcontractors;
- (d) Client shall provide adequate security for the Facilities to prevent break-ins, vandalism or damage by third parties to the Facilities and/or equipment needed to operate and maintain the Facilities;
- (e) Client shall provide Infrastructure Alternatives the use of all existing equipment owned by Client necessary for Infrastructure Alternatives to properly render its Services;
- (f) Client shall be responsible for damage and liability to the Facilities or components thereof caused by flood, fire, Acts of God or other force majeure, civil disturbance, or misuse of property other than attributable to or resulting solely from the negligent acts, errors, or omissions of Infrastructure Alternatives or its breach of this Agreement;
- (g) Client shall be responsible for all fines and penalties imposed together with related costs and expenses, to the extent not attributable to Infrastructure Alternatives according to Section 1.08 of this Agreement;



- (h) Client shall designate an individual to act as liaison to Infrastructure Alternatives in connection with the performance of Services by Infrastructure Alternatives under this Agreement and such individual shall have full authority to speak on behalf of and bind Client on matters as to which such individual is consulted, such that Infrastructure Alternatives may rely and act upon representations made by such individual, acting on behalf of Client;
- (i) Client shall make repairs to the Facilities not considered to be routine maintenance;
- (j) Client shall disclose to Infrastructure Alternatives in a timely manner all known defects in the Facilities and all information known to Client necessary or useful to Infrastructure Alternatives in the performance of the Services;
- (k) As required by the USEPA, WDNR, or other regulatory agencies, the City, with the assistance of IAI, shall enact, maintain, and enforce an industrial pretreatment program that complies with state and local standards, all relevant permits, and with the "CWA", as amended.
- (l) With the assistance of IAI, the City will be responsible for obtaining and maintaining all necessary permits and licenses and for the payment of all fees required for ownership and operation of the Facilities and the equipment owned by the City and used in connection with the Facilities.
- (m) Direct payment of all utilities (electricity, natural gas, etc.) and chemical expenses for both the water and wastewater treatment facilities, and sewer collection system.
- (n) The City of Antigo shall be responsible for complying with applicable Combined Sewer Overflow regulations under state and federal law.

ARTICLE 3 – COMPENSATION

3.01 Standard Services. As compensation for the Standard Services, Client shall pay Infrastructure Alternatives on a monthly basis during the term of the Agreement, commencing with the Effective Date, the sum of \$71,111.00 per month, (the "Base Rate") subject to adjustment pursuant to Sections 3.02 and 3.03.

3.02 Taxes. If any taxes apply to the Services, such taxes are deemed to be included in the fees and Infrastructure Alternatives will have no right to charge an additional amount for taxes. Further, Infrastructure Alternatives will pay all taxes to the proper governing agencies that apply to the Services and if Infrastructure Alternatives fails to pay any such tax, Infrastructure Alternatives will be responsible for the tax and all penalties and interest charges levied against Client because of the failure to pay the tax.

3.03 Annual Adjustment Rate. The monthly compensation for Standard Services provided in Section 3.01 of this Agreement shall be reviewed annually on or before the anniversary of the Effective Date and may be adjusted upward by Infrastructure Alternatives by the percentage amount of any increase based on the Consumer Price Index of the previous calendar year, as published by the U.S. Department of Labor, or 2%, whichever is greater.

3.04 Non-Routine Services. Infrastructure Alternatives will be compensated for Non-Routine Services in accordance with statements of work and budgets approved by Client prior to commencement of the work. Out-of-pocket expenses associated with such Non-Routine Services will be invoiced at cost plus 15% for administration.

3.05 Additional Engineering and Technical Services. Infrastructure Alternatives will be compensated for Additional Engineering and Technical Services in accordance with statements of work and budgets approved by Client prior to commencement of the work. Out-of-pocket expenses associated with such Additional Engineering and Technical Services will be invoiced at cost plus 15% for administration.

3.06 Payment. Each invoice shall be due and payable upon receipt or within 45 days of the presentation of the invoice. Invoices over 15 days past due will be charged monthly interest at the rate of 18% per annum on the unpaid balance or the highest lawful rate, whichever is less. Client hereby waives any defense of usury with regard to said rate of interest. Infrastructure Alternatives may, after 7 days written notice to Client, suspend performance of



services until all past due amounts are paid. Client expressly agrees that Client shall pay any costs, including actual attorney's fees, incurred by Infrastructure Alternatives in the collection of overdue invoices.

3.07 Invoice Reviews. There will be a quarterly review of invoices which will be sent to the client throughout the duration of the contract, to be delivered to the client by the 15th day of each new quarter for the previous quarter's invoices.

ARTICLE 4 – TERM OF AGREEMENT

4.01 Term. This Agreement shall remain in full force and effect for **five (5)** years, from the Effective Date unless sooner terminated as provided herein (the "Agreement Term").

4.02 Extensions. The Agreement Term may be extended for additional consecutive terms if mutually agreed upon in writing by Client and Infrastructure Alternatives. In the event this Agreement is not terminated before the end of the Agreement Term, and the parties have not expended the Agreement Term in writing as provided in this Section 4.02, this Agreement shall continue for successive one (1) year terms until terminated by either party as provided in Article 5.

ARTICLE 5 – TERMINATION

5.01 Termination by Client. This Agreement may be terminated upon thirty (30) days' written notice given by Client to Infrastructure Alternatives for default of this Agreement by Infrastructure Alternatives; provided, however, this Agreement shall not be terminated if Infrastructure Alternatives cures the default within such thirty (30) day period. Infrastructure Alternatives may challenge Client's assertion of default and the parties shall try to resolve the dispute before resorting to dispute resolution under Section 6.06 of this Agreement.

5.02 Termination by Infrastructure Alternatives. This Agreement may be terminated upon thirty (30) days' written notice given by Infrastructure Alternatives to Client for default of this Agreement by Client; provided, however, this Agreement shall not be terminated if Client cures the default within such thirty (30) day period. Client may challenge Infrastructure Alternatives' assertion of default and the parties shall try to resolve the dispute before resorting to dispute resolution under Section 6.06 of this Agreement. In addition, Infrastructure Alternatives may terminate this Agreement with thirty (30) days written notice to Client if Infrastructure Alternatives notifies Client that certain improvements or upgrades to the Facilities are necessary for the Facilities to operate in compliance with all applicable federal, state, and local laws, regulations permits and/or orders, or are necessary for the safety of Infrastructure Alternatives' employees or others within the Facilities, and Client fails or refuses within a reasonable time to make or authorize such improvements or upgrades.

5.03 Termination Without Cause. This Agreement may be terminated at any time by either Client or Infrastructure Alternatives for any reason by giving ninety (90) days' written notice to the other party.

ARTICLE 6 – MISCELLANEOUS.

6.01 Assignment. This Agreement may not be assigned by either party hereto; provided that Infrastructure Alternatives may assign this Agreement: a) to a parent, subsidiary, related or affiliated corporations so long as such corporation assumes Infrastructure Alternatives' obligations hereunder; or b) in connection with a merger or consolidation involving Infrastructure Alternatives; or c) a sale of substantially all its assets to the surviving corporation or purchaser as the case may be, so long as such assignee assumes Infrastructure Alternatives' obligations hereunder. Notwithstanding the foregoing, Infrastructure Alternatives shall be allowed to subcontract portions of the Services in its discretion, and with the consent of the city, it being understood that Infrastructure



Alternatives remains responsible for the subcontracted work.

6.02 Entire Agreement. This Agreement together with the attached **Exhibit A** constitutes the entire agreement between the parties with respect to the Services. If there is any inconsistency or conflict between the terms of any prior Proposal and the terms of this Agreement, the terms of this Agreement shall control and the inconsistent or conflicting terms of such Proposal shall be of no effect. This Agreement can only be amended in a writing signed by both parties' authorized officers or agents.

6.03 Notices. Written notices required to be given under this Agreement shall be deemed given when mailed by first class mail to Infrastructure Alternatives, Attention: Sierra Brown, Division Director – Contract Operations, or to Client at Client's address set forth in the opening paragraph of this Agreement. Alternatively, notice may be given by email as follows:

For Infrastructure Alternatives: Sbrown@iaewater.com

For Client: kderauf@antigo-city.org

6.04 Waiver. No term or provision hereof shall be deemed waived, and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Waiver of one breach of this Agreement shall not constitute a waiver of any prior or subsequent breach.

6.05 Captions. The captions or headings of the various Articles or Sections of this Agreement are for convenience only and they shall be ignored in interpreting this Agreement.

6.06 Governing Law; Enforcement. This Agreement shall be deemed to have been made in Langlade County, Wisconsin, and shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, excluding its conflict of law provisions. Any claim arising out of or in any way related to this Agreement shall be resolved through binding arbitration by a single arbitrator selected by the parties. If the parties are unable to agree on an arbitrator, they may request the Alternative Dispute Resolution clerk of the federal district court for the Eastern District of Wisconsin to provide the parties with the names of five (5) potential arbitrators with expertise in commercial arbitration, and each party shall alternate striking one name from the list until one (1) name is left to serve as arbitrator. The arbitrator shall, in consultation with the parties, schedule such hearings and evidentiary proceedings as appropriate and shall rule on such matters as are brought before him/her. The arbitrator may, but is not required, to follow the AAA rules for Commercial Arbitrations and shall have authority to grant full and complete relief requested in the claim and counterclaim, if any, including injunctive relief and award of costs and attorney's fees. The award of the arbitrator shall be final and binding on the parties, and the prevailing party may submit the award to a court of competent jurisdiction for entry of a judgement on the award. The party prevailing in any arbitration against the other party shall receive from such other party all costs and reasonable, actual attorney fees incurred in such arbitration.

6.07 Authority to Contract. Each party warrants and represents that it has authority to enter into this Agreement. Client warrants, represents, and certifies that it has appropriate funds available for payments to Infrastructure Alternatives required by this Agreement. If Client is unable to provide appropriate funds, Infrastructure Alternatives shall have the option of terminating the Agreement in accordance with Section 5.02.

6.08 Modifications. This Agreement may not be modified or amended except in writing, signed by both parties and which expressly states that it is intended to modify or amend this Agreement.

6.09 Survival. All obligations arising prior to the termination of this Agreement, and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the termination of this Agreement.

6.10 Confidentiality. In order that Infrastructure Alternatives may effectively fulfill its covenants and obligations under this Agreement, it may be necessary or desirable for Client to disclose or cause disclosure of confidential and proprietary information to Infrastructure Alternatives pertaining to Client's past, present and future



activities or including its trade secrets. Since it is sometimes difficult to separate confidential and proprietary information from that which is not, Infrastructure Alternatives shall instruct its employees, contractors and subcontractors regarding all information gained by each such person, as a result of Services rendered to Client, which information is confidential and proprietary to Client and not to be disclosed to any organization or individual without the prior written consent of Client.

6.11 Counterparts. This Agreement may be executed in counterparts and exchanged by facsimile or electronically scanned copy. Each such counterpart shall be deemed an original, and all such counterparts together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized officers or agents as of the Execution Date written above.

CITY OF ANTIGO
("Client")

INFRASTRUCTURE ALTERNATIVES, INC.
("Infrastructure Alternatives")

Authorized Signature

Authorized Signature

Printed Name and Title

Printed Name and Title

Date Signed

Date Signed

Attachment: 12-11-24 IAI Contract (7252 : IAI (Infrastructure Alternatives, Inc.) Contract)

Exhibit 'A'

Scope of Services

Attachment: 12-11-24 IAI Contract (7252 : IAI (Infrastructure Alternatives, Inc.) Contract)



SCOPE OF SERVICES

This detailed scope of services is provided to help clarify and better define the tasks and responsibilities more broadly described in Article 1 of the O&M services Agreement.

Essential Services

- Provide staffing for ongoing operation, maintenance and management of the City of Antigo's water and wastewater treatment facilities and the accompanying collection system in accordance with all Wisconsin Department of Natural Resources (WDNR) and the USEPA
- Provide a properly certified licensed operator as the operator of record for both the water and wastewater treatment facilities
- Maintain compliance with the WPDES permit issued by WDNR and the safe Drinking Water Act (SDWA)
- Accept responsibility for financial penalties resulting from WPDES non-compliance when non-compliance is due to our actions or lack thereof
- Provide routine and ongoing preventive and corrective maintenance for both the water and wastewater treatment facilities
- Provide, implement and update safety and emergency response plans as required by WDNR
- Maintain and continue to develop and implement the preventive and corrective maintenance program, which tracks, schedules and documents maintenance activities both at the water and wastewater treatment facilities and the lift stations
- Arrange for and manage the disposal of screenings, grit and other water and wastewater treatment residuals
- Work with the City on an annual basis to develop a spare parts and capital improvement program to ensure long term sustainability of both the water and wastewater utilities
- Maintain a compliant Residuals Management Program (RMP) utilizing the existing assets contracted by the City. On an annual basis, assess the currently used method of biosolids management against other options to determine if other options produce a greater value, are more sustainable or are a less costly option to the City
- Coordinate all necessary, non-essential repairs with the City's designated contact and document such repairs in monthly report



**INFRASTRUCTURE
ALTERNATIVES, INC.**

- Perform routine pump (submersible and grinder) station monitoring inspections in accordance with WDNR requirements
- Perform all required lift station repairs and maintenance
- Provide 24 hour per day, 7 day per week availability for emergency responses, including power outages
- Document and report monthly repairs in the monthly report submitted to the City
- Prepare all discharge monitor reports as well as discharge permit renewal applications as they relate to current practices and requirements
- Establish an expenditure approval process whereby expenses paid by the City are reviewed, approved and justified prior to payment
- Cover the cost of routine maintenance items, with the established Maintenance Budget of \$40,000 for the water plant and \$65,000 for the wastewater treatment plant (\$105,000 total). If client invoices are under this limit there will be an annual reconciliation and refund to the city.
- Provide assistance and guidance to the City in matters relating to existing and future connections to water and sewer utilities
- Assume all costs for any fines or penalties levied against the City as it relates to negligent operation or maintenance of the water and wastewater treatment utilities
- Provide insurance coverage, Commercial General Liability, Employers' Liability and Worker's Compensation
- Comply with and adhere to the specific reporting protocols including:
 - Records
 - Computer Record
 - Vehicles and Equipment Maintenance Records
 - Monthly Report
 - Annual Report

Laboratory Services

- Review, update and maintain laboratory analysis program prior to submittal to WDNR for approval
- Perform all laboratory testing and sampling required by permit, or necessary to ensure sustainable compliant operations



Supplemental Services

- Address customer complaints, excluding billing related issues which will be directed to the City for resolution
- Provide a detailed list of expenditures, broken down and categorized by collection system, wastewater treatment facility and water treatment facility
- Aid in the preparation of the annual operations budget and Capital Improvement Plan
- Provide quarterly breakdown of Maintenance Budget expenditures to the City Administrator
- Meet with the City Council and/or City Administrator to review operations and present monthly report
- Act as a liaison on behalf of the City in operational matters concerning water, sewer or treatment facility needs

Custodial Services

- Perform applicable housekeeping and site-wide upkeep, including cleaning, waste management and disposal, inventory control, etc.
- Provide lawn maintenance at the treatment facilities.

Additional or Non-Basic Services

At such time as new, or additional yet to be identified services are necessary, IAI will provide the City of Antigo a written cost adjustment proposal to provide such services. IAI will not perform nor bill for these new services until such time as written approval has been received from the City. Should the addition of requested additional services result in an increase or decrease in IAI's cost to perform, our proposal would reflect those adjustments, either up or down. If the additional requested services do not impact our overall cost, there would be no adjustment

RESPONSIBILITIES OF THE CITY OF ANTIGO

- Designate authorized representative ("Authorized Representative") to administer this Agreement
- Direct payment of all utilities (electricity, natural gas, etc.) and chemical expenses for both the water and wastewater treatment facilities and sewer collection system



**INFRASTRUCTURE
ALTERNATIVES, INC.**

- With the assistance of IAI, the City will be responsible for obtaining and maintaining all necessary permits and licenses and for the payment of all fees required for ownership and operation of the Facilities and the equipment owned by the City and used in connection with the Facilities.
- As required by the USEPA, WDNR, or other regulatory agencies, the City, with the assistance of IAI, shall enact, maintain, and enforce an industrial pretreatment program that complies with state and local standards, all relevant permits, and with the Clean Water Act "CWA", as amended.
- Comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the Facilities.
- The City of Antigo shall be responsible for any capital expenditures or improvements to the Facilities required for compliance with all such applicable local, state, and federal laws, codes, ordinances, and regulations as the pertain to the Facilities, including without limitation IAI' obligations to comply under the Occupational Safety and Health Act.
- Permit use by IAI, without charge, of all equipment, structures, facilities, and vehicles under its ownership and presently assigned to the Facilities or as specified in future equipment or construction specifications and provide IAI with all information necessary to operate and maintain the Facilities.
- IAI's obligations under this Agreement are predicated upon the OWNER'S completing necessary Expenditures for Capital Improvement at the Facilities as well as payment of necessary maintenance expenses exceeding, with authorization, the maintenance cap set forth under "Compensation Maintenance Limit."
- The City of Antigo shall be responsible for complying with applicable Combined Sewer Overflow regulations under state and federal law.

COST OF SERVICES

The cost on an annual basis to provide the services delineated above in the Scope of Services and those defined in the O&M Agreement is \$853,332. This would be billed monthly in twelve lump sum amounts of \$71,111 for the first year of the agreement. Subsequent years would be billed based upon Department of Labor Consumer Price Index data as described in section 3.03 of our contract. We propose a five (5) year contract term, which may be extended provided both parties agree to do so.



The pricing provided above includes the following:

- Labor
Provide necessary full-time staff, including benefits, to properly operate, maintain and manage the water and wastewater treatment facilities and collection system. This to include on-site State of Wisconsin properly certified water and wastewater operator(s)
- Vehicle Insurance
- Communications
Cellphones and plans, laptop computers
- Training
Process, lab and recertification training
- Apparel
Outerwear, rain gear and PPE
- Safety training monitoring and reporting per OSHA, MIOSHA and industry standards
- Maintenance
Maintenance cap of \$40,000 for water treatment plant and \$65,000 for WWTP. If client invoices are under this limit there will be an annual reconciliation and refund to the city.

SUMMARY

We would like to take this opportunity to thank the City of Antigo for the trust you have placed in us over the last twenty plus years. We believe this new proposed contract approach provides an elevated level of transparency to Antigo water and wastewater utility operations and maintenance. We also believe it provides the City with a greater potential for cost stabilization and reduction. IAI greatly appreciates the opportunity to work with the City in serving Antigo's water and wastewater utility customers. We look forward to continuing this partnership into the future.

**AGREEMENT FOR
OPERATION AND MAINTENANCE
OF THE CITY OF ANTIGO
WATER AND WASTEWATER TREATMENT FACILITIES**

THIS AGREEMENT made and entered into this 15th day of February, 2004 by and between:

The City of Antigo, a municipal corporation located in the County of Langlade, State of Wisconsin, with offices located at 700 Edison Street, Antigo, WI, (hereafter the "OWNER") acting through its City Council and INFRASTRUCTURE ALTERNATIVES, INC. with its principle place of business at 960 West River Center Drive, Suite B, Comstock Park, MI 49321 (hereafter "IAI").

WHEREAS, the OWNER owns the Wastewater Treatment and Collection System and Water Treatment and Distribution Facilities (hereafter the "Facilities" as defined in Attachment A and more specifically listed in Exhibit One); and

WHEREAS, the OWNER has authority under the laws of the State of Wisconsin (the "State") and desires to enter into a professional services contract for the operation and maintenance of the Facilities; and

WHEREAS, IAI is experienced in and capable of supplying professional operation and maintenance services to the Facilities;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

Attachment: 12-11-24 IAI Contract (7252 : IAI (Infrastructure Alternatives, Inc.) Contract)

ARTICLE I – PURPOSE

During the term of this Agreement, which is further defined in Article IV, the OWNER agrees to engage IAI as an independent contractor to manage, operate, and maintain the Facilities, which are owned and controlled by the OWNER. Each party hereto agrees that it will cooperate in good faith with the other, its agents and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement.

ARTICLE II – SCOPE OF SERVICES

The scope of services to be provided by IAI under this Agreement will include the management, operation, maintenance, and repair of the Facilities to the extent specifically set forth in this Article II (hereinafter the “Scope of Service”):

Process Control and Effluent Standards

IAI shall operate the Facilities to meet all the Effluent and Potable Water Requirements, as defined in Attachment A of the Agreement and the existing Wisconsin Pollutant Discharge Elimination System (“WPDES”) PERMIT No. WI-0022144 and Safe Drinking Water Act (SDWA), as well as any other federal, state and local requirements.

In the event that Abnormal or Biologically Toxic Materials, as defined in Attachment A is received at the Facilities, IAI shall promptly notify the OWNER and use its best reasonable efforts to assist the OWNER to identify the responsible party and to remove and/or reduce such material using the processes and equipment provided at the Facilities. If such Abnormal or Biologically Toxic Material cannot be treated or removed using the processes and equipment at the Facilities, IAI shall not be responsible for compliance with the WPDES permit, SDWA, the Clean Water Act (“CWA”), the Resource Conservation Recovery Act (“RCRA”), as amended, and the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), as amended, and any other applicable federal, state, or local requirements, or for any other consequence of the receipt by the Facilities of such Abnormal or Biologically Toxic Material.

Maintenance

IAI shall perform routine maintenance, consisting of preventive maintenance and scheduling, corrective maintenance and tracking, and spare parts inventory control for the Facilities and to all equipment, vehicles, and instrumentation provided to IAI by the OWNER through this Agreement in accordance with the IAI standard established for the Facilities, see Article V, Maintenance Limit. IAI shall keep the Facilities in a neat orderly condition.

Sludge Disposal

As the agent for the OWNER, IAI shall arrange for disposal of screenings, grit, and water and wastewater sludge’s “Process Residue” as currently required by WDNR regulations. Title and Ownership of Process Residue shall remain with the OWNER notwithstanding such services by IAI. If the current on-site storage and land application methods or disposal sites are changed for any reason, including the adoption of new regulations, this shall constitute a change in the Scope of Services and entitle IAI to renegotiate compensation for such disposal, as provided in Article V.

IAI will develop and administer the OWNER'S Sludge Management Program and assist the OWNER in the permitting of any land application sites.

Testing and Laboratory Analysis

IAI shall perform the testing and laboratory analysis required by the OWNER'S WPDES permit and SDWA as well as that necessary for process control. Laboratory procedures and analysis shall conform to the current edition of Standard Methods for the Examination of Water and Wastewater or be in accordance with testing requirements of the WPDES permit and SDWA. IAI shall deliver such results to the OWNER. On behalf of the OWNER, IAI shall submit all required results to the appropriate regulatory agencies. IAI shall provide the OWNER with certifications of required submittals.

Technical support

IAI shall provide expertise in sludge management, process control, management, safety, maintenance, plant repair and upgrades as necessary to ensure performance of its obligations under this Agreement.

Sewer/Water Use Ordinance

IAI shall assist the OWNER by providing technical and administrative services in connection with OWNER's Sewer and Water Use Ordinances. IAI shall not be responsible for any enforcement of the approved Sewer and Water Use Ordinances. With prior OWNER authorization, charges for such investigation and compliance monitoring will be reimbursed to IAI by the OWNER from the users.

Staffing

IAI shall provide an experienced manager with skills to include personnel administration, water and wastewater treatment, sludge management, public relations, and communications necessary for the efficient management, operation, maintenance, and repair of the Facilities. IAI shall also provide personnel with facility operator licenses equal to or greater than the level required by the State of Wisconsin.

IAI employees experienced in wastewater systems shall staff the Facilities and shall have the operator certifications required by the State of Wisconsin regulations. The staffing plan shall be consistent with project requirements. IAI shall prepare a quarterly and year-to-date financial summary of expenditures. This report will be submitted as part of the appropriate monthly report. With regards to the Water Treatment facilities, IAI shall provide experienced management and supervisory personnel with skills to include personnel administration, water treatment technology, public relations and communications necessary for the management, operation and maintenance and repairs of the Facilities. IAI will staff the water facility with the appropriate number of operators currently required to operate the facility. IAI will offer employment and provide seamless transition of medical benefits and all other benefits programs in place by IAI to all three current water treatment operators on the effective date of this agreement.

Training

IAI shall implement a training program with both classroom and field training for all staff associated with the operation and maintenance of the Facilities. The training shall include equipment operation, process control, energy and chemical conservation, plant management, maintenance and repair, first aid, safety, emergency response, hazardous material handling and right-to-know information. Other representative of the OWNER may, at no cost to the OWNER, attend training sessions upon request.

Security

IAI shall use reasonable efforts to secure the Facilities within the limits of existing security devices. Any losses or other liabilities resulting from the theft, damage, or unauthorized use of OWNER's property which is properly secured within the limits of the existing security devices shall be borne by the OWNER.

Odor and Noise Control

IAI shall operate the Facilities using methods which will minimize odor and noise within the limits and capabilities of the Facilities and its existing equipment.

Communications

IAI shall develop a communications and community relations program in order to keep the OWNER informed about the operation and maintenance of the Facilities. IAI shall prepare written summaries of all formal meetings with the OWNER and provide the OWNER with a copy.

Reports

IAI shall maintain records of operations, maintenance, repair, and improvement activities at the Facilities and shall prepare and submit to the OWNER a monthly report including a narrative summary of operations and all data required for monthly discharge water quality reporting to local, state, and federal agencies.

Operations and Maintenance Budget

In accordance with the OWNER's schedule prior to the start of the OWNER's fiscal year, IAI shall submit an operations and maintenance budget for the OWNER's upcoming fiscal year. The budget shall indicate the estimated operations and maintenance costs for the Facilities covered by this Agreement for the forthcoming year including any adjustments from the previous year's budget overrun or excess.

Capital Improvement

IAI shall prepare and maintain a five year Capital Improvement Plan, in accordance with OWNER'S such plan, to include recommendations for necessary capital repairs, replacements, and expenditures for Capital Improvement and Repairs in conjunction with the OWNER's annual budget and during the year as required.

Inventory

The OWNER shall provide to IAI the existing inventory of equipment, tool materials, supplies, and spare parts. Within sixty (60) calendar days after the signing of this Agreement, IAI shall describe the quantity and condition of all equipment, tools, material, supplies, and spare parts found at the Facilities. The OWNER shall have thirty (30) calendar days to verify and accept IAI's list. IAI shall maintain and up-to-date inventory list and will project a reasonable number of spare parts in stock including standard lubricants, long-lead-time replacement items, and similar items, in accordance with recommendation by manufacturers and the OWNER. IAI shall replenish such items as described in Article V – Maintenance Limits.

Other Costs and Expenses

IAI shall pay expenses required for the normal and routine management, operation, and maintenance of the Facilities including the following: personnel costs, fuels, chemicals, electricity, and expendable supplies. Unless otherwise agreed to in writing by both parties, IAI will not be required to pay the following:

- Expenses resulting from a change in Scope of Services.
- Expenses resulting from a change in the OWNER'S WPDES permit and/or the SDWA, law, or other regulations by any federal, state, or local agency or authority.
- Any damages which result from force majeure, an Act of God, the OWNER, or any third party.
- Expenses of operational costs arising from processing sewage or sludge from communities other than OWNER.
- Expenditures for Capital Improvements, as defined in Attachment A.
- Expenses related to municipal or private surveillance and alarm monitoring by an outside agency.
- Fire Protection Systems.

Accounting Records

IAI shall maintain up-to-date financial records as they apply to the terms of this Agreement. All records will be kept in accordance with generally accepted accounting principles. All records pertaining to the operation and maintenance of the facilities shall remain the property of the OWNER.

ARTICLE III – RESPONSIBILITIES OF THE OWNER

Owner's Representative

The OWNER's designated authorized representative ("Authorized Representative") to administer this Agreement shall be the Director of Administrative Services.

Permits

The OWNER, with the assistance of IAI, shall be responsible for obtaining and maintaining all necessary permits and licenses, and for the payment of all fees required for ownership and operation of the Facilities and the equipment owned by the OWNER and used in connection with the Facilities.

Pretreatment Program

As required by the USEPA, WDNR, or other regulatory agencies, the OWNER, with the assistance of IAI, shall enact, maintain, and enforce an industrial pretreatment program that complies with state and local standards, all relevant permits, and with the CWA, as amended.

Compliance with Laws

The OWNER shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the Facilities. The OWNER shall be responsible for any capital expenditures or improvements to the Facilities required for compliance with all such applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the Facilities, including, without limitation, IAI's obligations to comply under the Occupational Safety and Health Act "OSHA".

Support

The OWNER shall permit use by IAI, without charge, of all equipment, structures, facilities, and vehicles under its ownership and presently assigned to the Facilities or as specified in future equipment or construction specifications. The OWNER shall provide IAI with all information necessary to operate and maintain the Facilities.

Expenditures for Capital Improvements

The OWNER is responsible for undertaking and payment of Expenditures for Capital Improvements, as defined in Attachment A, which become necessary under this Agreement or which are listed in Exhibit Two. IAI's obligations under this Agreement are predicated upon the OWNER'S completing necessary Expenditures for Capital Improvement at the

Facilities as well as payment of necessary maintenance expenses exceeding, with authorization, the maintenance cap set forth under "Compensation Maintenance Limit."

Payment of Invoices

The OWNER shall be responsible for promptly paying all amounts due IAI under this Agreement and shall make such payments no later than forty-five (45) days after the receipt of an IAI invoice.

Combined Sewer Overflow

The OWNER shall be responsible for complying with applicable Combined Sewer Overflow regulations under state, and federal law.

Notice of Litigation

In the event that the OWNER or IAI has received or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative or arbitration proceedings, or investigations in connection with the Facilities, the party receiving such notice or undertaking such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.

ARTICLE IV – TERM AND TERMINATION

Term

Services for the Wastewater and Water Treatment Facilities by IAI under this Agreement shall commence on February 1, 2004 and end eleven (11) months (December 31, 2004) from such date.

Renewal

This Agreement will automatically renew for additional two-year terms unless either party notifies the other in writing prior to sixty (60) calendar days before the end of this Agreement.

Termination

The OWNER or IAI may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination.

In the event the Agreement is terminated by the OWNER or IAI, IAI shall continue to provide the Scope of Services as provided in this Agreement for up to ninety (90) calendar days beyond the date of termination at its cost plus overhead and multiplied by 1.10. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The OWNER shall, upon invoice by IAI, pay the balance of any outstanding accounts to include but not be limited to the Base Compensation and other out of scope work performed by IAI as of the end of the 90-day period referenced above.

The OWNER shall have the first opportunity to hire any or all of the IAI employees assigned to the OWNER's facilities.

The OWNER shall maintain ownership of all operation, maintenance and compliance records and programs relating to the water and wastewater treatment facilities, such as compliance spreadsheets and the maintenance management program (MP2).

ARTICLE V-COMPENSATION

Base Compensation

From February 1, 2004, the OWNER shall pay IAI as compensation ("Base Compensation") for labor, equipment, materials, supplies, and utilities provided and the services performed pursuant to this Agreement, the sum of \$81,812.95 per month, or part thereof with adjustments as specified hereafter. Upon presentation of invoices by IAI, payment shall be made within forty-five (45) days from the date of invoice.

By September, beginning in 2004, in preparation for the beginning of each fiscal year, beginning January 1, the OWNER and IAI will negotiate the operation and maintenance budget for the next fiscal year. This budget will include all direct and indirect costs associated with the Facilities project, including salaries, benefits, maintenance, supplies and equipment and indirect costs. This budget will also include any deductions or additions based on the previous year's reconciliation. This budget, upon acceptance, shall become a part of this contract annually under Attachment D, Annual Budget. An estimate will be provided for the September preliminary annual budget and will be adjusted after the official close of the previous year's financial statements. The maximum annual increase awarded IAI in any given year where there is no change in the scope of services will not exceed the change in the Consumer Price Index as reported by the U.S. Department of Labor, Bureau of Labor Statistics.

Budget Process

If a new annual budget is not agreed on prior to December 1 of each year, IAI shall continue to bill the OWNER as stated above including a 3 percent increase in the operating budget and management fee. Once the new budget has been adopted, an appropriate adjustment will be made in the annual and monthly compensation, retroactive to January 1.

Water/Wastewater Flow and Loading Adjustment

The Base Compensation stated above is for the operation and maintenance of the Facilities at the existing water/wastewater flow, demand, loadings, and characteristics at the commencement of this Agreement as designated in Attachment C.

Cost Sharing

For approved expenditures, the OWNER will reimburse IAI for 50 percent of the amount the costs exceed the total approved budget limit. If actual costs are less than total budgeted cost, then IAI will refund to the OWNER 100 percent of the savings. An estimate of the reimbursement or the refund will be provided with the next year's budget in accordance with the OWNER's schedule. The actual amount will be calculated upon the close of the current fiscal year and will be deducted from future invoices.

These payments will be made monthly throughout the following fiscal year, based upon the accumulated savings or deficit at the end of each year of this Agreement.

Revenue Sharing

Any additional revenue generated at either facility for services such as the performance of outside laboratory work or acceptance of additional waste flow from recreational vehicles and septage shall be split equally between the OWNER and IAI.

Maintenance Limits

IAI shall pay for repair parts, maintenance materials, and maintenance services necessary during the term of this Agreement provided that the aggregate amount which it shall be required to pay shall not exceed \$95,880 per year (the "Maintenance Cap") during the first year of the Agreement. The Maintenance Cap shall be adjusted annually thereafter, by written agreement of the parties. Any amount of the Maintenance Cap that is not expended by IAI shall be returned to the OWNER in full. A list of maintenance categories is included in attachment A to describe the types of expenditures that will be charged to this category.

Expenditures for Capital Improvements

IAI shall not be responsible for Expenditures for Capital Improvement, as defined in Attachment A, unless they have been mutually agreed upon and identified in Exhibit Two, as amended. Prior to proceeding with repairs or replacements, IAI shall submit to the OWNER for approval all proposed Expenditures for Capital Improvements. Each request will identify the Expenditures for Capital Improvements needed, the cause, the estimated costs, and the degree of urgency. IAI shall submit annually an estimated budget for the following fiscal year for proposed Expenditures for Capital Improvements, if any, to be provided by the OWNER.

Changes in Scope of Services

In the event that IAI shall perform additional work or services, as approved by the OWNER, involving the management, operation, maintenance, and repair of the OWNER's Facilities where such services or work exceeds or changes the Scope of Services contemplated under Article II of this Agreement, IAI shall be entitled to additional compensation.

Changes in the Scope of Service include, but are not limited to, requests for additional service by the OWNER, additional costs incurred in (a) treating Abnormal or Biologically Toxic Material; (b) disposing of Process Residue; (c) meeting new or changed government regulations or reporting requirements, including changed effluent standards which increase the cost of operating the Facilities; or (d) arising from construction or modification of the Facilities.

ARTICLE VI – RISK MANAGEMENT

Indemnification

IAI agrees that all its work will be performed in accordance with generally acceptable professional practices and standards as well as the requirements of applicable Federal, State and local laws, regulations and ordinances, with regard to its overall activities arising out of the operation, maintenance and management of the OWNER's facilities.

IAI shall defend, indemnify and hold OWNER harmless and its elected or appointed officials, employees or volunteers for and against all claims, demands, suits, loss, bodily injury, personal injury, death and liability, direct or indirect (including any and all costs and expenses in connection therewith), incurred by any negligent acts or omissions of IAI, its officers, agents, employees or subcontractors or any of them in any way connected with IAI's services and obligations under this Agreement. IAI agrees at its own cost, expense and risk, to defend any and all claims, actions, suits or other legal proceedings, brought or instituted against the OWNER arising out of IAI's services, operations, errors or omissions or acts in connection with this Agreement, and to pay and satisfy any resulting claims or judgments.

In the event that both IAI and the OWNER are found by a fact finder to be negligent, and the negligence of both is a proximate cause of such claim for damage, then each party shall be responsible for the portion of the liability equal to its comparative share of the total negligence.

The OWNER acknowledges that, in seeking the services of IAI under this Agreement, the OWNER is requesting IAI to undertake uninsurable environmental and other operational obligations for the OWNER's benefit.

IAI Insurance

IAI currently maintains the following insurance coverages/limits:

	<u>Occurrence / Aggregate</u>
Comprehensive General Liability (including "Pollution Liability")	\$3,000,000
Automobile Liability (Combined Single Limit)	\$1,000,000
Worker's Compensation/Employers Liability	Statutory

Within thirty (30) calendar days of the start of the project, IAI shall furnish the OWNER with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation or coverage/limits changes to be given to the OWNER while this Agreement is in effect. These policies will be in effect at the time IAI takes possession of the Facilities. The OWNER shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

OWNER Insurance

The OWNER will purchase and maintain property and structures liability insurance. IAI shall be named as an additional insured according to its interest under these policies during the term of this Agreement and OWNER agrees to maintain this coverage.

The OWNER and IAI agree that with respect to insurance coverage carried by either party in connection with the Facilities, such insurance will provide for the waiver by the insurance carrier of any subrogation rights against the OWNER or against IAI as the case may be.

ARTICLE VII – MISCELLANEOUS

Relationship

The relationship of IAI to the OWNER is that of an independent contractor not one of employment. None of the employees or agents of IAI shall be considered employees of the OWNER. For the purposes of all state, local, and federal laws and regulations, the OWNER shall exercise primary management, and operational and financial decision-making authority.

Nondiscrimination

IAI shall refrain from unlawful discrimination in employment and shall undertake appropriate affirmative action.

Entire Agreement: Amendments

This Agreement contains the entire Agreement between the OWNER and IAI, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

Headings, Attachments and Exhibits

The headings contained in this Agreement are for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as an integral part of this Agreement.

Waiver

The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provision in the future.

Assignment

This Agreement shall not be assigned by either party without the prior written consent of the other.

Access and Inspection by OWNER

The OWNER shall have the right to inspect the Facilities and equipment. An IAI representative shall be notified prior to and permitted to observe the inspection. IAI shall provide the OWNER with access, upon prior notice, to IAI's financial and operating

records related to the Facilities for the purpose of auditing costs or verifying IAI's performance under this Agreement.

Force Majeure

A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, floods, loss of potable water source, water distribution system contamination, quarantine restrictions, riots, strikes, commercial impossibility, epidemics, fires, explosions, bombings, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. Fires and explosions created out of the sole negligence of IAI will not be considered a force majeure. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of a force majeure and shall be required to resume performance of its obligations under this Agreement upon termination of the aforementioned force majeure.

Authority to Contract

Each party warrants and represents that it has power and authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.

Governing Law

The Agreement shall be governed by and construed in accordance with laws of the State of Wisconsin, exclusive of its choice of law rules.

Notices

All notices will be in writing and will be delivered in person or transmitted by certified mail, return receipt requested. Notices required to be given to IAI will be addressed to:

Infrastructure Alternatives
ATTN: President
960 West River Center Drive, Suite B
Comstock Park, MI 49321

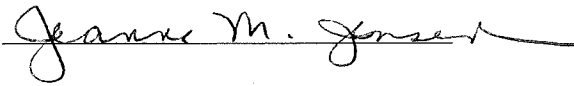
Notice required to be given to the OWNER will be addressed to:

City of Antigo
ATTN: City Clerk
700 Edison Street
Antigo, Wisconsin 54409-1955

Severability

Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining portion which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

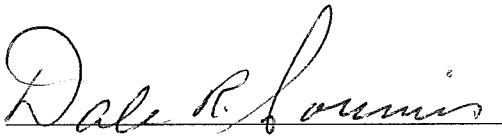
IN WITNESS THEREOF, the parties have duly executed this Agreement effective as of the date first above written:

ATTEST:CITY OF ANTIGO, WISCONSIN

By:



Mayor Michael Monson

ATTEST:INFRASTRUCTURE ALTERNATIVES, INC.

By:

 for

William J. Cretens

President

ATTACHMENT A

Definitions

Abnormal or Biologically Toxic Material - is defined as any substance or combination of substances contained in the wastewater received at the Facilities or raw water supply in sufficiently high concentrations so as to interfere with the biological or physical/chemical processes necessary to remove the organic and chemical constituents of the water or wastewater or cause a failure to meet the biotoxicity or other discharge requirements of the OWNER's WPDES permits, SDWA, or to create effluent, process residues, or other material classified as a hazardous waste under RCRA or cause a situation or an environmental hazard to humans limiting the ability to operate and maintain the Facilities or create conditions detrimental to any processes, equipment or structures. Abnormal or Biologically Toxic Materials include, but are not limited to heavy metals, phenols, cyanides, pesticides, or herbicides, priority pollutants as listed by the USEPA, or other portions of any applicable Water/Sewer Use Ordinances.

Adequate Nutrients – are defined as plant influent nitrogen, phosphorus, and iron contents proportional to BOD5 in ratio of five (5) parts nitrogen, one (1) part phosphorus, and one-half (0.5) part iron for each 100 parts BOD5.

Corrective and Preventive Maintenance – the following is a list of some of corrective and preventive maintenance categories.

- Subcontracts - CO
- Instrumentation Maintenance - CO
- Electronic Control - CO
- Building & Grounds F&M - CO
- Vehicle R&M (clients) - CO
- Equipment Rental - R&M - CO
- Collection/Distribution - CO
- Maintenance Agreements - CO
- Spare Parts - CO
- Lubricants - CO
- Replacement - CO
- Tools – CO
- Cleaning Supplies - CO
- Mechanical Maintenance - CO
- Electrical Maintenance - CO
- Lab Ins. And Equipment - CO

Discharge or Water Quality Violation – is defined as any violation of the Effluent or Water Quality Requirements of the OWNER's WPDES permit or SDWA.

Effluent Requirements – is defined as the limits specified in the current WPDES Permit No. WI-00221144 as illustrated on Attachment B.

Reimbursable Cost – is defined as the actual cost incurred for the direct benefit of the project or facility including, but not limited to, expenditures for direct labor, overhead, electric, natural gas, employee benefits, chemical, lab supplies, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil, equipment rental, travel, office supplies, other supplies, uniforms, telephone, postage, utilities, tools, training, and training supplies.

Expenditures for Capital Improvements – are defined as any expenditures for new item of equipment, major repair or replacement, or structure that significantly extends service life, represents a non-routine type of purchase, is usually preplanned for purchase, and costs \$2,500 or more.

Facilities – are defined as all equipment, vehicles, grounds, sewers, water lines and facilities described in Exhibit One.

ATTACHMENT BWPDES Permit No. WI-00221144
Weekly Average Permit Concentrations

<u>Effluent Characteristics</u>	<u>May 1 – Oct 31</u> <u>Concentration (mg/l)</u>	<u>Nov 1 – April 31</u> <u>Concentration (mg/l)</u>
BOD (5 Day)	15	45
SS	15	45
Ammonia-Nitrogen	4	8
pH	6-8 s.u.	6-9
Dissolved Oxygen	6	6
Fecal Coliforms	400/100 ml	

ATTACHMENT C*Existing Flow, Loading and Water Quality Conditions

The OWNER represents that the following are the flow and loadings conditions at the Facilities on _____ date _____ and that the existing Flow and loadings conditions meet all the standards or requirements set forth in the OWNER's Sewer Use Ordinance and meet all the standards or requirements of the safe Drinking Water Act, ("SDWA", as amended, and contain Adequate Nutrients, as defined in Attachment A:

WaterYearly Average (mgd)Raw Water Quality (mg/l)

Total Hardness _____
 Iron _____
 Manganese _____
 pH units _____
 Turbidity units _____

WastewaterAverage Flow (mgd)Average Loadings (lbs/day)

BODS
 SS
 NH3-N

BOD5 (Biological Oxygen Demand – 5 Day) loading and SS (Suspended Solids) loading are to be determined as follows:

Monthly BOD5 Loading (lbs/day)

(Monthly average of daily plant influent
 BOD5 in mg/l)x (monthly average influent
 Flow in mgd)x (8.34 lbs/gallon)

Monthly SS Loading =

(Monthly average daily plant influent
 suspended solids in mg/l)x (Monthly
 average influent flow in mgd)x (8.34
 lbs /gallon)

*Attachment C shall be completed and incorporated into this Agreement within 30 days following the commencement of services.

EXHIBIT ONE*Description

Location/Permit or Identification Number
WI-00221144

1-Facilities:

- a. Spring Brook Wastewater Treatment Facility – N2420 Koszarek Road south of C.T.H.
“X”
- b. Lift Station No. 1 - Freiburger and Park Street
- c. Lift Station No. 2 - 5th and Field Street
- d. Lift Station No. 3 - North Avenue and Charlotte Street
- e. Lift Station No. 4 - Hudson Street
- f. Water Treatment Facility – 1st Avenue

2- Equipment

3- Vehicles

* Exhibit One shall be completed and incorporated into this Agreement within 60 days following the commencement of service.

ATTACHMENT D CURRENT YEAR BUDGET

FISCAL YEAR 2004 TOTAL BUDGET

Water Treatment Facility	
Labor, Ben, OH & Management Fee	\$ 289,857.00
Utilities	\$ 67,496.00
Chemicals	\$ 50,616.00
Operating Expenses	\$ 35,436.00
Specified R&M	\$ 63,240.00
Total Cost	\$ 506,645.00
Less Budget Surplus - 2002	\$ 36,350.00
Less Budget Surplus - 2003	\$ 7,437.00
Monthly Billing	\$ 38,571.50

Fiscal Year 2004	
Total Monthly Billing	\$ 77,392.87

Approval Date: _____

Wastewater Treatment Facility	
Labor, Ben, OH & Management Fee	\$ 262,768.45
Utilities	\$ 98,218.00
Chemicals	\$ 35,847.00
Sub Total Operating Expense	\$ 45,637.00
Specified R&M	\$ 32,640.00
Total Cost	\$ 475,110.45
Less Budget Surplus - 2002	\$ 6,293.00
Less Budget Deficit - 2003	\$ (86.00)
Less Antigo WWTP Laboratory Rev.	\$ 3,047.00
Monthly Billing	38,821.37

Attachment: 12-11-24 IAI Contract (7252 : IAI (Infrastructure Alternatives, Inc.) Contract)

ORIGIN: FINANCE, PERSONNEL & LEGISLATIVE COMMITTEE

January 28, 2004

RESOLUTION NO. 013-04

WHEREAS, the City has looked at contracting for the operations and maintenance of the Water and Wastewater Treatment Facilities, and

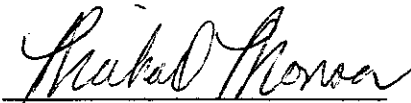
WHEREAS, Infrastructure Alternatives, the City's current operator of the Wastewater Plant, has submitted an agreement to complete the necessary operations and maintenance of both plants, and

WHEREAS, the committee believes this option would be the most advantageous to the City;

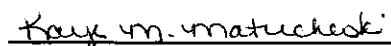
NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL, City of Antigo, the 11-month agreement with Infrastructure Alternatives as proposed is hereby accepted.

BE IT FURTHER RESOLVED, the contract is in effect February 1, 2004 through December 31, 2004.

(Committee Approved 5-1, Absent 1)


Mayor

Attest:


Clerk-Treasurer

1/28/04 Approved by Council

Attachment: 12-11-24 IAI Contract (7252 : IAI (Infrastructure Alternatives, Inc.) Contract)