CITY OF ANTIGO

PUBLIC WORKS COMMITTEE MEETING

COUNCIL CHAMBERS	**Wednesday, August 13, 2025**
CITY HALL, 700 EDISON STREET	**5:30 PM**

Call to Order

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

1. Approval to Purchase Moyno Pump from Crane Engineering and Waive Bidding Process
2. Approve a Request for Proposal for a Full Scope Study at the Wastewater Treatment Plant Located at N2420 Koszarek Road

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 treasurer'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: August 07,2025 SCOTT HENRICKS

Antigo
"Antigo Area on the go"

To: Mayor and City Council

From: Tommy Horswill, Project Manager

Date: August 13, 2025

Re: Approval to Purchase Moyno Pump from Crane Engineering and Waive Bidding Process

One of our primary sludge pumps in the main control building needs to be replaced. The pump in question is a Moyno progressive cavity pump. This pump transfers sludge from our gravity thickener tank to the aerobic digesters. It also pumps sludge from the digesters to the truck loadout for land spreading. I received a quote from Crane Engineering, who is the regional distributor for Moyno pumps. They provided me with a quote of $34,478.00. The quote includes the pump, removal of the existing and installation of the new, and includes a new motor and belts.

I am asking the committee to waive the normal bidding process as this is an emergency and these pumps are crucial to the daily operation of the plant, and Crane Engineering is the regional distributor. I am also asking the committee to approve the quote from Crane Engineering for $34,478.00.

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

CRANE ENGINEERING

QUOTE

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

Minnesota Office
12265 Nicollet Ave., Burnsville, MN 55337
t. 952-444-1949

Number CESQ107551-02
Date Aug 6, 2025
Expires Aug 20, 2025

Sold To	Ship To	Sales Rep
Antigo, City of Tommy Horswill N2420 Koszarek Road Antigo, WI 54409 **thorswill@iaiwater.com** **Phone** 715-623-3633 **Fax** 715-623-3316	**Antigo, City of** Tommy Horswill N2420 Koszarek Road Antigo, WI 54409 **thorswill@iaiwater.com** **Phone** 715-623-3633 **Fax** 715-623-3316	**Fluid Technology Sales** Travis Walker 920-219-1090 t.walker@craneengineering.net **Service Engineer** Josh Van Ryzin 920-257-0160 j.vanryzin@craneengineering.net

Here is the quote you requested.

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

Line	Qty	Product	Lead Time	Unit Price	Ext. Price
1	1	**Progressive Cavity Pump Installation** Labor, Equipment & Materials to: - Travel to site - Remove existing pump, motor, belts & sheaves - Furnish & install the following: o Moyno Progressive Cavity Pump > Model: 2F050G1CDQ3SWX > Stages: 2 > Drive Mech: Connecting Rod > Joint Type: Gear Joint > Solid Handling: 14mm (Hard) / 56mm (Soft) > Inlet/Outlet Port: 6" ANSI Flanged > Sealing Type: Single Component Seal (SiC/SiC/Viton) > Stator Material: Nitrile o Baldor 15HP, 1200RPM Severe Duty Motor o Belts & Sheaves - Start-up and verify proper operation		$34,478.00	$34,478.00

Total **$34,478.00**

Please contact me if I can be of further assistance.

Does not include tax and shipping charges unless stated above.

We reserve the right to adjust quoted pricing due to the current volatility of the materials market. We will make every effort to maintain the quoted price.

Attachment: Crane Engineering (7648 : Moyno Pump)

Crane Engineering/Professional Pump | Terms and Conditions

1. **Governing Provisions.** These Terms and Conditions of Sale (the "Agreement") constitute an offer by Crane Engineering Sales, Inc. ("Seller") to provide the Products as set forth on the Contract of Sale attached to this Agreement (the "Products") to Buyer, subject to the terms and conditions set forth below. Buyer may not modify, renounce or waive any term or condition hereof or any of Seller's rights hereunder unless Seller consents in writing. Seller agrees to provide the Products to Buyer only on the terms of this Agreement (except as supplemented and/or modified by the parties Contract of Sale), notwithstanding any language in Buyer's purchase order, if one exists, or other writing or oral representation previously or hereafter received by Seller purporting to modify or replace the terms of this Agreement with any different or additional terms or reciting that provision or delivery of the Products or any other action or inaction by Seller constitutes agreement or consent by Seller to such modification or replacement. SELLER'S AGREEMENT TO PROVIDE THE PRODUCTS IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW AND, NOTWITHSTANDING BUYER'S SUBMISSION OF A PURCHASE ORDER, THE TERMS AND CONDITIONS OF SALE OF THIS AGREEMENT (AND THE DISTRIBUTOR AGREEMENT) SHALL CONTROL.

2. **Purchase Orders and Payment.** All orders must be accompanied by a signed purchase order and must be approved for credit. For orders under $50,000 the terms are net 15 days from the date of invoice, unless agreed to otherwise in writing by both parties prior to order entry. Seller may require full or partial payment or a payment guarantee in advance of shipment whenever, in its opinion, the financial condition of the Buyer so warrants. For orders exceeding $50,000 in sell price, terms of payment will be 40% down with order, 20% payable upon approved drawings, 20% payable upon inspection and approval of assembly prior to shipment (witness test available as an optional charge), 10% payable upon shipment, and 10% payable upon commissioning of equipment not to exceed 90 days from shipment. Note: Equipment will be shipped after receipt of 80% of the value of the order. From time to time Buyer (or its Customers) will be asked to fill out a credit application, which is subject to Seller's Credit Department's approval. Seller reserves the right to change the terms and required method of payment at any time, and to charge Buyer a 1.25% finance charge per month on any past due amounts, or the highest rate applicable by law. Buyer agrees to reimburse Seller for all costs incurred by Seller in collecting any sums owed by Buyer to Seller, including without limitation, interest and attorney's fees. Each purchase order that Buyer delivers to Seller for the purchase of Products ("Order") shall set forth the following terms as agreed upon by Seller and Buyer for such Order: the quantity, description and prices of the Products being ordered; the address for delivery of the Products; requested delivery dates; shipping instructions; and the address to which Seller's invoice shall be sent. Any other terms contained in any Order shall be objected to by Seller without need for further notice of objection, shall not be binding upon Seller and shall have no force or effect. Buyer's mutually agreed change orders shall be subject to all provisions of this Agreement, whether or not the Order or change order so states. All Orders shall be subject to Seller's acceptance. Seller shall promptly provide notice to Buyer of acceptance or rejection of Buyer's Orders.

3. **Acceptance.** Buyer shall be deemed to have accepted this Agreement on the earliest to occur of the following: (a) Seller's receipt of Buyer's Order, if Seller has previously supplied Buyer with a copy of the terms and conditions of sales set forth in this Agreement, (b) Buyer's payment of any amounts due under this Agreement; (c) Buyer's or its representative's or customer's receipt of the Products; or (d) any other event constituting acceptance under applicable law.

4. **Cancellation or Modification.** Buyer may not cancel or modify any Order except upon terms accepted by Seller in a writing signed by Seller's authorized officer. In the event of such cancellation or modification, Buyer shall compensate Seller for all resulting costs and damages, including, but not limited to, out-of-pocket expenses, lost profit, allocable overhead and all other incidental and consequential damages.

5. **Returns.** No Products may be returned to Seller for refund or credit without Seller's prior written approval and, if permitted, shall be subject to an inspection/restocking charge and/or depreciation fee when applicable, plus the costs of freight, packaging and insurance costs.

6. **Prices.** Buyer shall purchase from Seller the Products at the prices determined by Seller from time to time. Seller may at any time and in its sole discretion change the prices of Products, without notice, and the price at time of shipment applies except when specifically covered by a firm price quotation. Unless otherwise agreed in writing, all prices shall be F.O.B. Shipping Point.

7. **Taxes and Other Costs.** All charges for freight, insurance, any sales, use, excise and other federal, state and local taxes, broker fees, or required by any governmental agency incident to the sale shall be paid by Buyer in addition to the price for the Products unless otherwise agreed upon. Such charges will be added at rates in effect at time of delivery except when forbidden by law to be collected by Seller from Buyer, unless Buyer furnishes Seller an exemption certificate acceptable to taxing authorities.

8. **Delivery.** Delivery dates are approximate. Seller shall not be liable for any loss or damage due to delays in delivery or manufacture, resulting from causes beyond Seller's reasonable control, including, without limitation, an event of Force Majeure (as defined below). Partial deliveries shall be permitted. Title to Products and all risk of loss of or damage to Products shall pass to Buyer when Seller delivers the Products to the F.O.B. shipping point. Seller is not responsible for loss or damage in transit. If shipment is deferred at Buyer's (or its Customer's) request beyond the shipping date specified in the original Order, Seller reserves the right to immediately bill Buyer (or its Customer, as the case may be) for such unshipped portion, and for expenses incurred for storage, it being understood that unshipped material become Buyer's (or its Customer's, as the case may be) property and Seller's liability is that of warehouseman only.

9. **Warranties and Remedy.** Seller warrants that all new Products manufactured by Seller will be free from material defects in workmanship and material for a period of 12 months from date of delivery under normal use and service. The warranty for all components in Seller's Products and all parts and Products not manufactured by Seller is limited to the warranty specified by original manufacturer of such component, part or Product. Buyer must make claims to Seller in writing for shortages in the Products within 10 days following the date of delivery of the Products and for defects in the Products within the Warranty Time Period specified herein and, in either case, within ten days after discovery of such shortage or defect. Buyer's failure to inspect the Products and/or make a claim pursuant to this section for shortages within 10 days following the date of delivery of the Products and for defects within the specified Warranty Time Period and, in either case, within ten days after discovering such shortage or defect shall constitute Buyer's irrevocable acceptance of the Products and Buyer's acknowledgment that the Products fully comply with the terms, conditions and specifications of this Agreement.

Seller's obligation under this warranty is limited to repairing or replacing, at Seller's option, any part which upon Seller's examination proves defective. Alternatively, at Seller's option, Seller may grant Buyer a credit toward future purchases in the amount of the net price paid for any Products proved to be defective. All credits are subject to inspection and approval by Seller's authorized representatives. Such warranty satisfaction shall be available only: (a) with respect to shortages, in the 10 days following the date of delivery of the Products; and (b) with respect to defects, within the specified Warranty Time Period; provided, however, Seller is notified in writing within ten days after discovery of alleged shortage or defect and the defect has not been caused by Buyer's or its representative's or customer's misuse, neglect or alteration or by physical environment.

Attachment: Crane Engineering (7648 : Moyno Pump)

This warranty excludes Products and any parts, failures and damage:

(i) to which repair or replacement becomes necessary due to normal wear and tear;
(ii) which are exhaustible items, including but not limited to such items as filter bags and seals;
(iii) on which repairs, alterations or adjustments have been performed or begun by Buyer or any third party without Seller's consent;
(iv) which are not promptly reported to Seller within the warranty period above;
(v) which are modified without Seller's written approval;
(vi) which are due to negligence other than that of Seller;
(vii) which are due to accident, misuse, abuse, overloading, jamming, improper installation (other than installations made by Seller), improper operation, or abnormal conditions of temperature, moisture, dirt or corrosive matter or other environmental factors; or
(viii) which have been damaged otherwise without the fault of Seller.

Seller's obligation or liability under this warranty does not include any transportation or other charges or liability for direct, indirect, special or consequential damages or delay resulting from the improper use or application of the product or the substitution upon it of parts or accessories not approved by Seller or repair by anyone other than a Seller authorized representative. Buyer shall be responsible for all parts and service technician charges relating to work not covered by warranty. Buyer shall pay Seller for such parts and service work not under warranty within 15 days of the date of Seller's invoice. A past due charge of 1.25% per month shall apply to amounts past due.

10. LIMITATION OF LIABILITY. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL BE LIMITED TO THE MONIES PAID BY BUYER TO SELLER FOR THE DEFECTIVE PRODUCTS MANUFACTURED BY SELLER. SELLER EXTENDS NO WARRANTY, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST DEFECTS, IN PRODUCTS MANUFACTURED BY PARTIES OTHER THAN SELLER.

SELLER SHALL NOT BE LIABLE TO BUYER, OR TO ANYONE CLAIMING UNDER BUYER, FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCTS OR SELLER'S UNDERTAKINGS, ACTS OR OMISSIONS. IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF BUYER, ITS CUSTOMERS OR USERS OF THE PRODUCTS, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS.

11. DISCLAIMER OF IMPLIED WARRANTIES. SELLER AND BUYER AGREE THAT THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR THE IMPLIED WARRANTY OF FITNESS FOR A PARTUCULAR PURPOSE. SELLER HEREBY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES. Any oral or written description of the Products is for the sole purpose of identifying the Products and shall not be construed as an express warranty.

12. ASSIGNMENT. BUYER SHALL NOT, WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER, ASSIGN ITS RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT TO ANY THIRD PARTY. SUBJECT TO THE FOREGOING, THIS AGREEMENT SHALL BIND AND INURE TO THE BENEFIT OF SELLER AND BUYER AND THEIR RESPECTIVE PERMITTED SUCCESSORS AND ASSIGNS.

13. Force Majeure. Seller shall be entitled to suspend performance of its obligations under the Agreement to the extent that such performance is impeded by circumstances beyond the reasonable control of Seller, including, but not limited to war (whether declared or not), revolution, national strikes, natural disasters, acts of government, export or import prohibitions, fire, explosions, floods, accidents, sabotage, civil unrest, riots, and breakage or loss during transportation or storage as well as subcontractors' material and part shortages and delivery delays.

14. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Upon termination of this Agreement for any reason, Seller shall have all of the rights and remedies provided by law, including without limitation the rights of a secured party under Chapter 409, Wisconsin Statutes or any successor statute or similar statute in the jurisdiction where Buyer is located or stores the Products.

15. Miscellaneous. Seller reserves the right to correct clerical or similar errors relating to price or any other term shown in this Agreement. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected thereby. No waiver of breach of any of the provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provision.

Attachment: Crane Engineering (7648 : Moyno Pump)

REQUEST FOR PROPOSAL

ENGINEERING SERVICES FOR
1.68 MGD SPRINGBROOK WASTEWATER TREATMENT
FACILITY ASSESSMENT
CITY OF ANTIGO, WI

AUGUST 2025

Prepared by

Charley Brinkmeier
Surveyor/Project
Manager
City of Antigo
700 Edison Street
Antigo, WI 54409

Attachment: 2025 WWTF (7646 : WWTP RFP)

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REQUEST FOR PROPOSAL

The City of Antigo wishes to engage the services of a qualified engineering company to provide professional services for:

1.68 MGD SPRINGBROOK WASTEWATER TREATMENT FULL FACILITY ASSESSMENT

The ENGINEER must be lawfully engaged in the service of wastewater treatment facility design and permit in the State of Wisconsin.

An overview and detailed specifications are provided later in the Request for Proposal (RFP).

Proposals must be received no later than **TIME AM on DATE , 202X** from interested firms, to be eligible for consideration by the City. Proposal shall follow the format listed below and be on the forms provided as required. Each statement shall be submitted in a sealed envelope, which is clearly marked,

"1.68 MGD SPRINGBROOK WASTEWATER TREATMENT FULL FACILITY ASSESSMENT ANTIGO, WISCONSIN"

Requests may be issued only by the Surveyor/Project Manager, or his designee, to authorized firms, and are not transferable unless authorized by the Manager or his designee.

Complete copies of RFP are available from:

Charley Brinkmeier.
Surveyor/Project Manager
City Hall
700 Edison Street
Antigo, WI 54409
cbrinkmeier@antigo-city.org

All proposals received will be considered confidential and not available for public review until after a vendor has been selected.

The City reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information or errors in the proposal, to accept the proposal considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so. Failure to submit all information called for and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

Proposals which do not incorporate our requested format for providing **1.68 MGD SPRINGBROOK WASTEWATER TREATMENT FULL FACILITY ASSESSMENT will not be considered.**

All proposals are advertised, at the City's discretion, in various publications and are posted publicly as detailed below:

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Name	Advertising Medium	Address	Phone/Fax	Email and Web Address
City Hall Antigo, WI	Post at City Hall	700 Edison Street, Antigo, WI 54409	715.623.3633 715.623.7323(fax)	cbrinkmeier@antigo-city.org

CITY OF ANTIGO, WISCONSIN

_____
Charley Brinkmeier, Surveyor/Project Manager
Date:_____

SEALED PROPOSAL DUE DATE/TIME: Date, 202X NOT LATER THAN 10:00 AM AT THE CLERK-TREASURER OFFICE, 700 EDISON STREET, ANTIGO, WI 54409.

A PRE-PROPOSAL MEETING WILL BE HELD AT SITE ON DATE, 202X AT TIME AM.

ALL QUESTIONS DUE BY DATE, 202X AT TIME AM.

PREPARATION OF PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the Proposer or the Proposer's authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

Proposers must quote on all items appearing on the proposal forms. Failure to quote on all items may disqualify the proposal.

Unless otherwise stated in the Request for Proposal (RFP), the Proposer agrees that the proposal shall be deemed open for acceptance for ninety (90) calendar days subsequent to submittal to the City of Antigo or as modified by addendum.

Any questions or inquiries must be submitted in writing, and must be received by the Surveyor/Project Manager, Charley Brinkmeier (cbrinkmeier@antigo-city.org) no later than seven (7) calendar days before the Request for Proposal due date to be considered. Any responses to questions, clarifications, or changes to the Request for Proposal will be provided to all Proposers of record that attended the pre-proposal meeting.

The Proposer shall not divulge, discuss or compare this proposal with other Proposers and shall not collude with any other Proposers or parties to a proposal whatever.

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PRE-PROPOSAL MEETING:

All Proposers are encouraged but not required to attend the pre-proposal meeting at **SITE at TIME AM on DATE , 202X.**

SUBMISSION OF PROPOSALS:

Sealed proposals must be submitted to the Clerk's Office, City Hall Offices, 700 Edison Street, Antigo, WI by **Time AM Date , 202X** as directed in the Request for Proposals, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

AMENDMENTS TO PROPOSALS

If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

Proposers shall acknowledge receipt of any amendment to this solicitation (1) by identifying the amendment number and date on the Proposal form, or by letter. Proposals which fail to acknowledge the Proposer's receipt of any amendment will result in the rejection of the Proposal if the amendment(s) contained information which substantively changed the municipality's requirements.

Amendments will be on file in the offices of the municipality and the Engineer at least 1 day before Proposal opening.

WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn by written notice, or facsimile machine transmission received at any time before the exact time set for opening of proposal; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the proposer is mailed and postmarked prior to the specified proposal opening time. A proposal may be withdrawn in person by a proposer or its authorized representative if, before the exact time set for opening of proposals, the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal. Negligence on the part of the Proposer in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for the period as indicated in this Request for Proposals or as modified by addenda.

RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Proposal. Proposals received after the time so indicated shall be returned unopened.

All qualified Bidders will receive consideration without regard to race, color, religion, creed, age, sex, or national origin.

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PROPOSAL RESULTS:

All proposals received shall be considered confidential and not available for public review until after a contractor has been selected. All proposals may be subject to negotiations prior to the award of a contract.

NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.

TIE PROPOSALS:

When identical Proposals are received, with respect to price, delivery, financial resources, experience, ability to perform and quality, award may be decided by Common Council.

LIMITATIONS:

This Request for Proposal (RFP) does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services, supplies or equipment. The City reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the City to do so.

The OWNER reserves the right to waive any informalities, to negotiate with any Bidder and to reject any or all Bids. No Bidder may withdraw his Bid within ninety (90) days after the actual date of the opening thereof.

PROPOSAL EVALUATION:

In an attempt to determine if a Proposer is responsible, the City, at its discretion, may obtain technical support from outside sources. Each Proposer will agree to fully cooperate with the personnel of such organizations.

PROJECT BACKGROUND

City of Antigo owns N2420 Koszarek Road, the site of the Springbrook Wastewater Treatment Facility. We are seeking engineering services to evaluate each individual process from influent to effluent, and the associated facilities, identify prioritized recommendations for improvements, and provide opinions of probable cost for each recommendation.

SCOPE OF SERVICES

The City of Antigo is soliciting Engineering services for
1.68 MGD SPRINGBROOK WASTEWATER TREATMENT FULL FACILITY ASSESSMENT
The work will involve the following:

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- Assessment and evaluation of N2420 Koszarek facility, including buildings, equipment, processes, infrastructure, and controls
- Prioritized recommendations over a multi-year period complete with opinions of cost and proposed schedule.

Proposers shall demonstrate experience in the completion of similar assessments.

1. Description of Services Requested

The Engineering Firm will need to provide the City with a written description of the proposed work for review and approval.

Work will include:

- Assessment of Facilities Report

2. Time Frame for Performance of Services

A contract will be signed as soon as possible after the Proposal due date and completion of the Proposal evaluations, but no later than DATE, 202X and the project will proceed immediately. The Engineer will be able to start work as of Date, 202X and must be substantially complete based on the proposed schedule. Project must meet deadlines by DATE of 202X.

APPROXIMATE BUDGET FOR ENGINEERING SERVICES

The budget for the evaluation is $XXXXX.

PROPOSAL STATEMENT PREPARATION

In order to facilitate the evaluation of the Proposals, the Proposer is instructed to follow the outline below in responding. Proposals that do not follow the outline, or do not contain the required information may be considered as unresponsive Proposals. Additional or more detailed information may be annexed to the main body of the Proposal. Proposals shall be submitted in one (1) original and one (1) identical copy.

1. Company or Contractor Team Background Material

The Proposer shall provide information concerning the background of the firm including a brief description of the firm's experience providing similar services. This

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shall include any proposed subcontractor or consultants that the Proposer plans to engage on this project.

2. Experience/References

   The Proposer shall provide a Client reference list, with names, addresses, and telephone numbers, especially for clients whom the Proposer has provided similar services in the past. The Proposer should be able to provide a list showing that they have worked on at least one similar project in the last ten (10) years that are of similar size and scope. References shall include a brief description of the project and the services provided. Contractor shall be familiar with the Wisconsin Department Natural Resources and US Army Corps of Engineers, Wisconsin River Valley.

3. Project Approach

   The Proposer shall provide a preliminary layout plan and cost estimate of their design, including permitting and sampling/testing. The Proposer shall also describe recent similar work and any other information that the Proposer deems relevant to the project, and which the Proposer believes will further the competitiveness of the Proposal, including work samples, pictures, etc. from similar completed projects.

4. Schedule

   The Proposer shall provide a brief description of their ability to meet the schedule set forth in this Request for Proposal. In addition, the Proposer shall provide a proposed schedule of the three-year contract.

5. Cost Proposal

   Proposers shall submit a Cost Proposal in a total in Lump Sum not to exceed format.

AWARD OF CONTRACT:

Any contract entered into by the City shall be in response to the proposal and subsequent discussions. It is the policy of the City that contracts be awarded, among other considerations, only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective Engineering Firm must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance.

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- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The contract will be awarded to a responsive and responsible Proposer based on the evaluation criteria (design approach, experience of the engineering firm and contractor, cost and schedule), not the lowest price.

The City reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept any proposal in part or in whole as may be in the best interest of the City, or any other option if it is considered in the best interest of the City to do so.

This solicitation requires proposing on all items, failure to do so will disqualify the proposal.

MODIFICATIONS AFTER AWARD:

The Contract shall constitute the entire understanding between the parties, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such modification shall be in the form of a contract amendment executed by both parties.

CANCELLATION OF AWARD:

The City reserves the right to cancel the award without liability to the Proposer at any time before a contract has been fully executed by all parties and is approved by the City.

CONTRACT:

Any Contract between the City and the Contractor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the Contractor's proposal in response to the RFP, (3) Form of Agreement. In the event of a conflict in language between documents (1), (2), and (3) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the City reserves the right to clarify any contractual relationship in writing and such written clarification shall govern in case of conflict. In all other matters, not affected by written clarification, if any, the RFP shall govern. The Proposer is cautioned that this proposal shall be subject to acceptance without further clarification.

EXECUTION OF CONTRACT:

The successful Proposer shall sign (execute) the contract documents and shall satisfy all conditions set forth in the contract to enter into the contract and return such signed documents to the City, within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer.

APPROVAL OF CONTRACT:

Upon receipt of the contract that has been fully executed by the successful Proposer, the City shall complete the execution of the contract in accordance with local laws or ordinances and

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return the fully executed contract to the Contractor. Delivery of the fully executed contract, along with a Notice to Proceed to the Contractor shall constitute the City's approval of the contract with the Contractor.

FAILURE TO EXECUTE CONTRACT:
Failure of the successful Proposer to execute the contract within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer shall be just cause for cancellation of the award.

DISQUALIFICATION:

Awards will not be made to any person, firm and/or corporation that has defaulted upon a contract with the City, the State of Wisconsin or the Federal Government within the past 5 years. Awards will not be made to any principal owner or officers that have a 10% or greater interest in a firm or corporation that has defaulted upon a contract with the City, the State of Wisconsin or the Federal Government within the past 5 years. Corporations must currently be in good standing with the Secretary of State's Office in the state of incorporation.

INSURANCE:

The successful Proposer shall procure and maintain insurance, in the amounts and coverage as set forth in this Request for Proposals, or otherwise required by the City, at the Proposer's sole expense, with City approved insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or Proposer's performance hereunder and shall furnish to the City certificates of such insurance and renewals thereof signed by the issuing company or agent upon the City's request. Such certificates shall name the City of Antigo as an additional insured. Such policies shall provide for cancellation only subsequent to 60 days prior written notice to the City and proof of subsequent insurance upon cancellation of prior policy.

The City's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the Proposer's obligation under any provision hereof.

Insurance Requirements for the City of Antigo

Insurance. The Contractor shall not commence work under this contract until he/she has obtained all insurance required under this agreement and such insurance has been approved by the City. Nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

Worker's Compensation and Employer's Liability:	Statutory
General Liability:*	
Bodily Injury, including death	$1,000,000 each person
	$1,000,000 each occurrence
Property Damage	$1,000,000 each occurrence

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Or Combined Single Limit	$1,000,000 each occurrence

*(Any of the above options must include no less than $2,000,000 aggregate)

Independent Contractor's (if applicable) (contingent liability):**	
Bodily Injury, including death	$1,000,000 each person $1,000,000 each occurrence
Property Damage	$1,000,000 each occurrence
Or Combined Single Limit	$1,000,000 each occurrence

**(Any of the above options must include no less than $2,000,000 aggregate)

Automobile Liability:***	
Bodily Injury, including death	$1,000,000 each person $1,000,000 each occurrence
Property Damage	$1,000,000 each occurrence
Or Combined Single Limit	$1,000,000 each occurrence

***(Any of the above options must include no less than $2,000,000 aggregate)

Professional Liability (if applicable)	$1,000,000 indicating if claims made type of policy
Performance and Payment Bond (if applicable)	Contract Amount

An umbrella policy of $2,000,000 may be used to satisfy the above requirements.
Insurance Requirements continued

Additional Insured:
"City of Antigo, along with its officers, directors, agents, and employees"
must be named as an additional insured as stated above with the following address:
700 Edison Street, Antigo, WI 54409

Endorsement: A copy of the endorsement must be forwarded to the City Clerk-Treasurer's Office. No insurance shall be canceled without notifying the City in writing thirty (30) days prior to cancellation.

Proof of Insurance. The Contractor shall furnish the City with proof of insurance which shall consist of a certificate of insurance.

Performance/Payment Bond. The City may require a Performance Bond and Payment Bond in an amount of the estimated work to be completed for the faithful performance of this contract and for the payment of all persons performing labor and furnishing materials in connection with this contract.

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Hold Harmless. Contractor hereby agrees to defend, indemnify, and hold harmless City, its officers, agents, and employees from and against any and all claims, demands, causes of action, suits, and costs in any way connected with Contractor's performance of work related to this contract.

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any contract, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of Wisconsin, in which state any contract shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any contract, in any jurisdiction whatsoever other than the State of Wisconsin and Langlade County.

TERMINATION OF CONTACT FOR CAUSE:

If the Contractor shall violate any provision of the Contract, the City shall have the right to terminate the Contract. To terminate the Contract, the City shall provide written notice to the Contractor of such termination. Such written notice shall state the Contract violation(s) and be delivered to the Contractor's address as identified in the Contract Documents. This notice shall provide the Contractor with fifteen (15) calendar days from the date of delivery, to correct the violation(s) to the City's satisfaction. Should the Contractor fail to satisfactorily correct all violations within (15) fifteen calendar days, the City may terminate the contract immediately upon delivery of a Notice of Termination to the Contractor. Such termination shall become effective immediately or as otherwise determined by the City. Upon termination, all finished or unfinished work, services, plans, data programs and reports prepared by the Contractor under the Contract shall become the City's property. The City may also terminate this Contract in accordance with any other applicable Contract provision.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of any contract, and the City may withhold any payments until such time as the exact amount of damages due the City is determined.

TERMINATION FOR THE CONVENIENCE OF THE CITY:

The City may terminate any contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the City's property. If any Contract is terminated by the City as provided herein, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

PATENT PROTECTION:

The successful Proposer agrees to indemnify and defend the City of Antigo from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the City of Antigo harmless from any liability.

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OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the City of Antigo and the successful Proposer shall belong exclusively to the City.

ASSIGNMENT PROVISION:

The successful Proposer hereby agrees that it will assign to the City of Antigo all cause of action that it may acquire under the anti-trust laws of Wisconsin and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Antigo.

TAX:

The City is exempt from all sales and Federal excise taxes. The City's tax exemption certificate will be provided to the successful Contractor upon request. Please bill less these taxes.

ASSIGNMENT OR SUB-CONTRACTING:

None of the work or services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City.

PRICING:

Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor, material and transportation costs, and any discounts offered. No fuel surcharges shall be allowed at any time.

AUDIT:

For a period of at least three (3) years after completion of any contract, it is the responsibility of the Contractor to make available at the Contractor's place of business, upon demand, all price lists, documents, financial records and other records pertaining to purchases made and /or work performed under contract for the purposes of audit by the City of Antigo.

GUARANTEES & WARRANTY:

All parts and labor related to contracts must be guaranteed and include a 12 month warranty from the date of acceptance by the City. If any work is unable to be guaranteed, the contractor must inform the City, in writing, prior to the delivery of an item or any work being performed. Non-guaranteed work must be offered at a discount rate from the proposal prices. **Inspection, testing and final determination of non-warranty work shall be performed at no cost to the City.**

FORCE MAJEURE:

Neither party shall be liable for any inability to perform its' obligations under any subsequent contract due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other

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act of God.

SEVERABILITY:

If any of this Request for Proposal or subsequent contract are held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or the inability to enforce a term or condition will not affect any of the other terms in this Request for Proposal or subsequent contract.

PROVISION REQUIRED BY LAW DEEM INSERTED

Each and every provision and clause required by law to be inserted in this Request for Proposal and any subsequent Contract shall be deemed to be inserted herein and this Request for Proposal and Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Request for Proposal and/or Contract shall forthwith be physically amended to make such insertion or correction.

DISADVANTAGED BUSINESS ENTERPRISES

The City hereby notifies all Contractors that it will affirmatively insure that in any contract entered into pursuant to this Request for Proposal, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability in consideration for an award.

NON-DISCRIMINATION

Contracts for work resulting from this Request for Proposal shall obligate the Contractor and the Contractor's subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability. Statements as to non- discriminatory practices may be requested from the successful Vendor(s).

DEFINITIONS:

Proposal shall also mean quotation, bid, offer and qualification/experience statement.

Vendors shall also mean Proposers, offerors, bidders, contractors or any person or firm responding to a Request for Proposals.

Contract shall also mean agreement.

GOVERNING LAW:

The Laws of the State of Wisconsin shall govern all contracts entered into by the City of Antigo. Any disputes shall be resolved within the venue of the State of Wisconsin and Langlade County.

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FAILURE TO ACKNOWLEDGE THIS REQUEST FOR PROPOSAL MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS COMMODITY OR SERVICE.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.

PROPOSAL SUBMISSION CHECKLIST

In order to be considered responsive, each prospective vendor must submit the following documents, in **one (1) original and one (1) identical copy** as part of its proposal:

1. Proposal Document as outlined above
2. Specifications Exception Form
3. Form W-9
4. City of Antigo Indemnification Agreement

The successful contractor must submit, prior to contract signing, its insurance certificate (naming the City of Antigo) that meets the minimum required types and levels of coverage.

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PROPOSAL FORM

1.68 MGD SPRINGBROOK WASTEWATER TREATMENT FACILITY FULL ASSESSMENT CITY OF ANTIGO, WISCONSIN

THE UNDERSIGNED HEREBY OFFERS TO PROVIDE ENGINEERING SERVICES FOR THE ABOVE.

1. Engineering Services :

Engineering services for the project listed above.

$_____

The undersigned acknowledges:

1. That he/she is an authorized agent of the vendor submitting this proposal
2. The receipt of the following addenda:

   _____

3. The firm submitting this bid has never defaulted on any municipal, state, federal or private contract
4. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.
5. The undersigned hereby certifies that he (has) (has not) (CIRCLE ONE) performed work subject to the President's Executive Order No. 11246 entitled "Equal Employment Opportunity."
6. The undersigned hereby acknowledges that he has read this proposal in its entirety and understands and agrees to all provisions contained herein.

Company: _____

Signed by: _____

Printed or typed name: _____

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Address: _____

Telephone number: _____**fax number:** _____

Toll free number: _____**e-mail:** _____

Cell phone number:_____

Primary point of contact:_____

Payment terms and conditions:_____

Please fill out, sign and return to:

City of Antigo
Surveyor/Project
Manager
Charley Brinkmeier
700 Edison Street
Antigo, WI 54409
cbrinkmeier@antigo-city.org

Due Date/Time: XXXXXX , 2023, Not Later Than 10:00 AM

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SPECIFICATIONS EXCEPTION FORM

1.69 MGD SPRINGBROOK WASTEWATER TREATMENT FULL FACILITY ASSESSMENT

CITY OF ANTIGO, WISCONSIN

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City of Antigo to ferret out information concerning the materials, which you intend to furnish.

If your bid/quotation does not meet all of our specifications, you **must** so state in the space provided below:

_____

_____

_____

_____

Proposals on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the City, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the City of Antigo may claim forfeiture on your proposal bond, if submitted.

Signed:_____
I DO meet specifications

Signed: _____
I DO NOT meet specifications as listed in this bid; exceptions are in the space provided.

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

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