



CITY OF ANTIGO

FINANCE, PERSONNEL, AND LEGISLATIVE COMMITTEE MEETING

COUNCIL CHAMBERS

Wednesday, April 12, 2017

CITY HALL

5:45 PM

Call to Order

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

1. 2017 MSA agreement for LSL Application Assistance
2. MSA 2018 LSL Application Assistance Agreement

Any Other Matters Authorized by Law to be Considered

Adjournment

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

DATE MAILED: April 05,2017

BILL BRANDT



To: Mayor and City Council
From: Charley Brinkmeier, Land Surveyor/Project Manager
Date: April 12, 2017
Re: 2017 MSA agreement for LSL Application Assistance

This contract are for MSA Professional Services to assist the City with maintaining DNR requirements for the Lead Service Line application process and during administration of the program for 2017. The fee for this assistance will be reimbursable by the funds we are receiving from the DNR.


PROFESSIONAL SERVICES

More Ideas, Better solutions.

Professional Services Agreement

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

Project Name: **FY2017** SDWLP - Lead Service Line Administration

The scope of the work authorized is: See Attachment A

The schedule to perform the work is: Approximate Start Date: 1/1/2017
Approximate Completion Date: TBD

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

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

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

CITY OF ANTIGO
MSA PROFESSIONAL SERVICES, INC.

Bill Brandt

Mayor

Date: _____

Scott Martin, PE

Program Manager

 Date: 2/7/2017
Attest: City Clerk

Kaye Matucheski

City Clerk

Date: _____

Mary Wagner, PE

Funding Administrator

 Date: 2/7/2017

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

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

**ATTACHMENT A
SCOPE OF SERVICES**

Scope of Services: SDWLP-LSL Administration

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



To: Mayor and City Council
From: Charley Brinkmeier, Land Surveyor/Project Manager
Date: April 12, 2017
Re: MSA 2018 LSL Application Assistance Agreement

This contract are for MSA Professional Services to assist the City with maintaining DNR requirements for the Lead Service Line application process and during administration of the program for 2018. The fee for this assistance will be reimbursable by the funds we are receiving from the DNR.


PROFESSIONAL SERVICES

More Ideas. Better solutions.

Professional Services Agreement

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

Project Name: SDWLP Lead Service Line Application for SFY2018

The scope of the work authorized is: See Attachment A

The schedule to perform the work is: Approximate Start Date: 2/3/2017
Approximate Completion Date: TBD

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

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

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

CITY OF ANTIGO
MSA PROFESSIONAL SERVICES, INC.

Bill Brandt
Mayor
Date: _____

Scott Martin, PE
Program Manager
Date: 2/7/2017

Attest: City Clerk

Kaye Matucheske
Clerk/Treasurer
Date: _____

Mary Wagner
Funding Administrator
Date: 2/7/2017

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Rhinelander, WI 54501
Phone: (715) 304-0417
Fax: (715) 362-4116

Attachment A

Scope of Services

Scope of Services: SDWLP LSL Application

Working in conjunction with the City of Antigo (OWNER), MSA agrees to provide services for the preparation of an application for a SDWLP Application to Department of Natural Resources as hereinafter stated:

SECTION 1: SDWLP LSL Application Assistance

Lump Sum: \$7,000

1A: SDWLP APPLICATION – MSA RESPONSIBILITIES

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

1. Assess the fundability of the project using WDNR Priority Scoring as a guideline
2. Meet with Owner to compile the necessary documentation required for a complete application (one site visit assumed)
3. Provide funding program coordination with other funds
4. Prepare and submit Endangered Resources Review request on behalf of the Owner
5. Prepare and submit SHPO Comment and Consultation on a Federal Undertaking request on behalf of the Owner if applicable
6. Complete SDWLP Application and submit on behalf of the Owner on or before the June 30th deadline (application submittal is not a guarantee of a loan award), including the following documentation:
 - Completed Safe Drinking Water Loan Application including:
 - Detailed General Municipal Info
 - LSL Addendum
 - Continue to work with the DNR on developing requirements
 - Engineering Report Approval Documentation as needed and DSPS Documentation as needed
 - Information from MA regarding User Charge impact estimates* (see "Owner's Responsibilities", part "D", below)
 - Resolutions - Authorized Representative as adopted by City Council.
 - All MSA Contracts
 - Owner Provided Documentation including:
 - Contracts for other Professional Services
 - Information on Other Funding Sources*
 - Bidding Documentation (if available at time of application), Pre-Approval Lists for Plumbers, or as needed.*

7. Work with the Owner and the WDNR to compile the necessary documentation required for SDWLP post-application submittals
8. Provide project-related Municipal Advisor assistance as determined by owner and documented in the attached disclosure.

SECTION 1B: SDWLP Application – Owner's Responsibilities

The OWNER will:

- 1 Provide requested information and documentation complete and in a timely manner.
- 2 Seek and retain Bond Council if required.
- 3 Provide land opinion by Attorney if required.