



OFFICIAL NOTICE AND AGENDA
of a meeting of a City Board, Commission, Department
Committee, Agency, Corporation, Quasi-Municipal
Corporation, or Sub-unit thereof.

A Meeting of Wausau Water Works Commission will be held in the
Council Chambers, 1st Floor City Hall, Wausau, WI 54403 at 1:30 p.m. on
Tuesday, February 4, 2020.

AGENDA

1. Approve Minutes of January 7, 2020 Meeting.
2. Director's Report on Utility Operations
 - DWTF Update
 - WPS – Direct Load Program.
 - LSL Funding information.
 - America's Water Infrastructure Act bulletin.
 - Water work comparison by year.
 - Pre-bid meeting for the DWTF.
 - Changes to lead and copper sampling.
 - Water pumpage for 2019.
 - WWTF Update
 - Wastewater Plant on track to meet permit limits.
 - Operating fourth aeration tank to avoid nitrification.
 - Memorial Park siphon line and SCADA.
 - Ken Bloom's last day is February 7th and Mark Sowinski retiring May 1st.
3. Membership to The Water Research Foundation, Invoice Attached. Dues have Increased about \$250.00 from 2019.
4. Discussion: WDNR Enhanced Disinfection Requirements for Proposed DWTF.
5. Discussion & Possible Action on Amendment #5 to the Industrial Park LS Pump Addition and Industrial Park FM Access Points.
6. Discussion and Possible Action on a Proposal from Donohue to Complete the Programming/Integration at the DWTF and WWTF.
7. Discussion and Possible Action on Approving a Bid for the Launder Covers at the WWTF.
8. Discussion and Possible Action Regarding Accepting Leachate from the Marathon County Landfill at the Wastewater Treatment Plant.

Adjourn.

Signed by: /s/ Robert B. Mielke
Presiding Officer or Designee

** Next Water Commission Meeting Scheduled for March 3, 2020.*

THIS NOTICE POSTED AT CITY HALL AND EMAILED TO CITY PAGES AND DAILY HERALD: January 31, 2020 at 12:00pm.

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call Michelle Weasler/Wausau Water Works at (715) 261-7289 or the City's ADA Coordinator at (715) 261-6620 or e-mail clerk@ci.wausau.wi.us at least 48 hours prior to the scheduled meeting or event to request an accommodation.



Minutes of January 7, 2019

A meeting of the Wausau Water Works Commission was called to order at 1:30 p.m. in City Hall on January 7, 2019. In compliance with Wisconsin Statutes, this meeting was posted and receipted for by the Wausau Daily Herald on January 3, 2019.

Members present: President Mielke, Commissioners Force, Gehin, Miller, Herbst.

Others present: Eric Lindman, Dave Erickson, Scott Boers, Valerie Swanborg, Steve Opatik/Becher Hoppe, Tonia Westphal/Clark Dietz.

1) Approve Minutes of the December 3, 2019 Meeting.

Herbst moved to approve the minutes of the December 3, 2019 meeting. Seconded by Miller and the motion carried 5-0.

2) Director's Report on Utility Operations.

Gehin commented on the letter that was sent to the EPA and DNR by GHD and if the Mayor should be sending a letter supporting that position or is that necessary? Lindman responded that GHD will be setting up a conference call with the EPA in January and will be interested to hear EPA's response to the letter. Lindman advised that it is a very good point and depending on how that letter is received, it may be a great follow up after that phone call and to keep it on the front burner so it doesn't get lost with the EPA. He feels it's going to be a long process. Gehin advised depending on the outcome of the conference call and if we do send the letter, he would also send it to our congress folks. Mielke advised that we have been in contact with all of our elected representatives on this. Force asked for clarification on GHD. Lindman advised they are our environmental consultant on the superfund site that is regulated with the EPA.

Force asked for clarification on the 12 water running complaints which all turned out to be ground water. What does that mean? Boers responded that those are water running complaints called in either by residents or other members of city staff. These could be suspected main breaks or a leak that we go and investigate. He's looking to express that a lot of this takes time and depending on the severity of the issue, it's all staff time and resources that we have to dedicate to these calls for customer service. Force asked how ground water can get to the surface and run across the sidewalk. Boers advised a lot of it is water from melting snow. Right now we are experiencing a lot of issues that we would expect in spring. There are several spots around town where roads had been placed where creek beds used to be or where natural flowing water used to run.

Gehin advised he was reading the Federal Register on the Lead and Copper rules. Are those

final positions or is it just out for comment? Boers responded that they're expecting those to be passed in July 2020 and go into effect in 2023. The DNR is starting to implement some things already.

Gehin said they were notified about the bypass pumping for the interceptor work and he's curious as to how many homes were actually affected. Erickson advised we know of a dozen but part of the instructions to the homeowners was to contact the contractor or the contractor's insurance company. They may have records of others that we don't have. Also, late last week an attorney filed an open records request for that same information.

Force asked if we have any idea why the DNR requested a 30 day extension to review the Wastewater Facility Plan, is that a manpower issue? Lindman advised that's correct, they just haven't been able to get through all of it.

Gehin went back to the previous discussion that he raised about the backups from the bypass pumping. Were homes flooded by inches or just water coming out of the drains? Erickson responded some homes were flooded by inches and some by feet. In one case the sump pump was pumping it out into the back yard, so that was discharged to the ground surface. Gehin said it sounded as if it was backing up for 2-3 hours but he thinks it had to be longer for that to happen. Erickson advised much of that line by the plant is flat so he's not surprised, it's the lower lying homes that would be affected.

Director's Report placed on file.

3) Discussion and Possible Action on Approving the Method for Procurement Related to Programming/Integration at the WWTF & DWTF.

Lindman explained that when we were working through the initial facility plan and started into the design process with Becher Hoppe and Donohue for both of the treatment facilities, we had Donohue prepare a request for qualifications for the programming and integration work that's needed for both of the plants. That would include the SCADA, the software and the automation at the plants. As we've gotten into the design of the facilities, we started discussing if there is more of a benefit for us to have the design engineer, Donohue, do this just as they're going to do the construction oversight work simply because they're so familiar with everything. They would do all the integration and programming work. This would basically be a sole source with Donohue. We've been trying to figure out if it's worth bidding to 4 vendors that aren't fully familiar with the facilities or is it better for us to work directly with the design contractor and have one responsible entity for this work. Staff has been leaning toward moving ahead with Donohue and making that recommendation. It's being brought before the commission to see if they would be in favor, have questions or would like to see any additional information.

Gehin responded that he wanted to make sure this was a sole contract with Donohue and not something that would be in conflict with Becher Hoppe. Lindman confirmed this would be Donohue. We wanted the programming and integration to be done by one contractor for both plants so everything is similar. We could bid it out to the pre-qualified contractors or sole source with Donohue.

Force asked about the cost impact. Lindman advised he didn't have any costs but we are talking approximately a half million dollars for this work and it could even be more. This is a significant part of the project because this is what we will rely on for the plants to give us information and to make adjustments to treatment on both sides.

Force asked what if we bid it out and see what the price ranges were. Lindman advised we certainly can however Donohue has said they will not bid if we bid them out.

Gehin advised he would be comfortable with Donohue primarily because there shouldn't be any issues with coordination or oversight. From a continuity standpoint, he would go that way.

Maybe for us to consider it, they should give us a number, then bring it back for reconsideration. Force agreed but wants to make sure Donohue doesn't have free reign to just charge whatever without any control by us on what the overall cost might be. Lindman advised that we run that risk every time we do a sole source and that's why we've struggled with this. Force responded that it would be nice to have a do not exceed number, it sounds like we don't have a clue what it's going to cost. Erickson advised that he doesn't have a number but wanted to comment that if we did bid this out to other contractors, we would need a pretty extensive spec. There would be a cost from Donohue to just develop that spec.

Miller indicated that when Lindman made the original presentation, he mentioned that staff was leaning in one direction and in the memo, mentions that Donohue has first-hand knowledge of how the utility wants to operate. His sense is if Lindman and qualified staff feel it should go a certain direction then he would certainly be in favor of that.

Motion by Gehin to support proceeding with Donohue but to come back to the commission once we have a number. Seconded by Miller. Force supports this as long as we get that number. Motion carried 5-0.

Lindman will come back to the commission with a scope of services and a number for the commission to review.

Force commented on the format of the water utility rates in the newsletter and on the water bills. He noticed we use cubic feet to measure water usage and for the average homeowner, he would suggest they have no idea how much a cubic foot of water is. He would like to see that measured in gallons and some efforts made for a new way to present that information both on the report and in the billing to our customers.

4) Adjourn.

There being no further business to discuss, motion was made by Gehin to adjourn the meeting. Seconded by Force. Motion carried 5-0.



February 4, 2020

MEMORANDUM

TO: President Mielke
Commissioner Herbst
Commissioner Force
Commissioner Gehin
Commissioner Miller

FROM: Eric Lindman, P.E.
Director of Public Works & Utilities

SUBJECT: Director's Report – January 2020

DRINKING WATER DIVISION

1. Drinking Water Treatment Facility (DWTF) Update:
 - a. The DWTF is currently out for bid. A pre-bid meeting was held in the council chambers on Monday January 27, 2020. We feel there are potentially 4 prime contractors that will be bidding the project and many subcontractors and vendors/suppliers were there as well.
 - b. Bids are scheduled to be opened at the Board of Public Works on February 20, 2020 at 1pm. Bids will be read aloud and then staff and the consultants will take time to review the bids in the following weeks and ensure all requirements of the bids have been met. Bids are to be held by the bidders for 90-days.
 - c. Bid award recommendation is expected to be brought back to the Commission in April/May for approval.
 - d. The City has been working diligently through the process with the PSC related to the rate increase. Along with the PSC rate case we have also been in conversation with the DOA who issues the Financial Assistance Agreement (FAA) for the DNR Safe drinking Water Loan. The DOA indicated last week they are willing to issue a FAA with the total construction amount of the project. This is great news. The PSC is unwilling to issue a rate increase in order for us to borrow the entire loan amount up front, even though this is a construction loan and is only drawn upon as the work is completed. This is the first type of project of its kind with the WDNR, it is a project that spans more than one year which

means we are working with all of the agencies to develop a road map of how the funding will be disbursed.

- e. How it is proposed to be structured: The PSC will determine a rate increase in spring of 2020 and the DOA will issue a FAA for the total construction amount. The FAA will have contingencies written into it so the project will only be able to draw on the initial loan amount based on the rate increase. The utility will apply for another rate increase for the remaining amount of the loan during the period of construction. The details and logistics of this are currently being worked out with the state agencies.
 - f. This would not be an issue except for the PSC. The PSC is a regulatory agency that is in control of setting the water rates in WI. The process they use is antiquated and is not kept up with the times and is therefore very slow and is the reason for the delay in being able to award the bid for the DWTF.
2. A letter WPS is discontinuing the Contracted Direct Load Control Program. This program saved the Water Utility \$ 5,152.09 in 2019.
 3. Informative e-mail from the DNR for future LSL Funding, see attached.
 4. Another DNR bulletin with information on the America's Water Infrastructure Act, and links to helpful sites.
 5. Comparison table for work completed by year;

Year	Main Breaks	Utility Side Service Leaks	Meters Changed Out	Renewed Services by Utility	Locates
2017	13	12	2355	39	4024
2018	24	9	1727	27	4628
2019	35	16	1193	28	6120

6. Monday January 27th was the pre-bid meeting for the DWTF, seemed to be a good amount of interest in our project, with 30 representatives for various companies attending.
7. Some changes to the lead and copper sampling are already being implemented in anticipation of the new lead and copper rule. Please see attached e-mail for DNR.
8. The utility pumped and treated 1,732,868,000 gallons of water in 2019. Our lowest pumpage day was just under 2 MG, with the high just over 6.7 MG.

WASTEWATER DIVISION

1. Wastewater Treatment Facility (WWTF) update:
 - a. The WWTF is proposed to start advertising on February 20, 2020. This project will also have a pre-bid meeting and we expect to open bids near the end of March.
 - b. Bid award recommendation will come back to the commission in April/May for approval.
 - c. Unlike the water rates, the wastewater rates are set locally by the City Council so the rates will be brought forward in the spring of 2020, based on the bids, for approvals by the Commission and City Council.

2. The Wastewater Plant is on track to meet permit limits for January.
3. We have been operating a fourth aeration tank to avoid the nitrification issues we had last year. We have been doing OK this year, but that may be partly due to the warmer weather. We have also noticed though, that we have been using less alum to meet our phosphorous limits.
4. The siphon line from Memorial Park has been operating and we have the SCADA operating so we have flow information and a back-up float on the plant computer.
5. Ken Bloom, Wastewater Lab Technician, turned in his termination letter and his last day will be February 7th. He has accepted a position with Marathon City. Mark Sowinski, Sewer Maintainer, turned in his retirement notice and his last day will be May 1st.



Wisconsin Public Service Corporation
700 North Adams Street
Green Bay, WI 54301
www.wisconsinpublicservice.com

December 27, 2019

A2-E3161

WAUSAU WATER WORKS
407 GRANT ST
WAUSAU WI 54403-4737

Subject: Discontinuation of Contracted Direct Load Control

Dear Wausau Water Works,

As part of Wisconsin Public Service's 2020 rate review with the Public Service Commission of Wisconsin (PSCW), we requested the discontinuation of some optional rate choices that have experienced low participation and/or have become cost prohibitive to maintain.

On Dec. 19, 2019, we received permission from the PSCW to **discontinue the Contracted Direct Load Control (CDLC) program** that you are currently signed up for, **effective Jan. 1, 2020**. We are sorry for any inconvenience this may cause.

What you can expect:

- You'll receive your CDLC program credit through Dec. 31, 2019.
- All devices will be remotely deactivated by Jan. 1, 2020.
- We'll visit your property to ensure device deactivation throughout the summer of 2020.
- You may have your electrician remove and discard the control device equipment at your location.

If you're interested in other programs to reduce energy use, save money and help the environment, we encourage you to check out other energy-saving rate options at www.wisconsinpublicservice.com/business/wi_electric.aspx.

If you have any questions, please call the Business Solutions Center at 877-444-0888. We'd be happy to help.

Sincerely,

Michael Moore
Services Manager

Scott Boers

From: Wisconsin Department of Natural Resources <widnr@service.govdelivery.com>
Sent: Tuesday, January 14, 2020 1:58 PM
To: Scott Boers
Subject: Funding for Private Lead Service Line Replacement

This message is being sent to all municipal water system managers and operators.

The Water Infrastructure Financing Transfer Act, which was enacted in October 2019, allows a one-time transfer to be made from the Clean Water Fund Program to the Safe Drinking Water Loan Program (SDWLP) for the purpose of providing principal forgiveness (equivalent to a grant) for the removal of private lead service lines (LSLs) from municipal water systems.

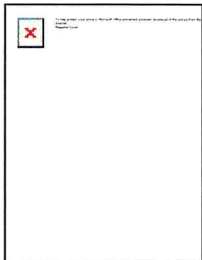
It is expected that this funding will first be made available sometime in 2021 (calendar year) and be awarded over several years. The DNR is currently in the process of developing a program for awarding these funds and is soliciting feedback from municipal systems to help us develop a program that best meets the needs of the communities with private LSLs.

The Department prepared a brief questionnaire to understand whether your water system would be interested in participating in a private LSL replacement program; how many private LSLs could potentially be removed by your water system in 5-years; and some demographic information about your system. The questionnaire is anticipated to take about 10 minutes to complete and is available at the link below. Please respond to the survey no later than **Wednesday, January 22nd**.

<https://www.surveymonkey.com/r/8MWWP7Q>

Your participation and feedback in the development of the LSL Replacement Funding program is greatly appreciated.

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Featured DNR Subscriptions

Scott Boers

From: Wisconsin Department of Natural Resources <widnr@service.govdelivery.com>
Sent: Tuesday, January 14, 2020 5:14 PM
To: Scott Boers
Subject: America's Water Infrastructure Act of 2018

This notification is being sent to all community drinking water systems.

Good afternoon,

On October 23, 2018, [America's Water Infrastructure Act \(AWIA\)](#) was signed into law and is an amendment to the Safe Drinking Water Act (SDWA). As stated by U.S. EPA, AWIA "*improves drinking water and water quality, deepens infrastructure investments, enhances public health and quality of life, increases jobs, and bolsters the economy.*" The AWIA provisions are the most far-reaching changes to the Safe Drinking Water Act since the 1996 Amendments, with over 30 mandated programs.

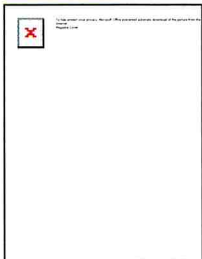
To help break down the new regulatory requirements included in AWIA, the Department has created a new [AWIA web page](#) that summarizes the most significant requirements that have an impact on community water systems in Wisconsin.

Additionally, a new web page dedicated to '[Risk & Resilience Assessments \(RRAs\) and Emergency Response Plans \(ERPs\)](#)' required for all water systems serving a population greater than 3,300 has been created. Here you can find the requirements, certification deadlines and resources, information for consecutive water systems, and a list of AWIA resources. Also included is a **list of all the water systems in Wisconsin** in which RRA and ERP requirements apply, with their respective certification deadlines.

The Department's goal is to create individual web pages for each of the remaining topics listed on the AWIA homepage similar to the 'Risk & Resilience Assessments and Emergency Response Plans' web page. All active web pages will be updated continually as more information becomes available.

Please let the Department know if you have any questions using the contact information on each of the web pages.

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Dive into [Field Notes](#). to see how we're saving at-risk species, together.



Featured DNR Subscriptions

[Outdoor Report](#): Current fishing activities, wildlife observations, and state park events updated every Thursday.

Scott Boers

From: Falkowski, Glenn M - DNR <Glenn.Falkowski@wisconsin.gov>
Sent: Friday, January 3, 2020 1:55 PM
To: Scott Boers; Cheryl Sell
Subject: Lead and Copper Monitoring
Attachments: Wausau Lead MSP.xlsx; 1_Instructions.pdf; 8_Materials_Inventory_HowTo.pdf; 3300-315.pdf

Scott/Cheryl,

The lead and copper 2020 triennial monitoring “season” is drawing near. In anticipation of this, the Wisconsin Department of Natural Resources (department) is requesting that all public water systems provide materials information for each of their active lead and copper monitoring sites. Accordingly, attached you will find a spreadsheet with each of your public water system’s active lead and copper monitoring sites. For each of these sites, the department is requesting that your public water system provide the information listed below.

- Building type and year constructed
- Public & private service line material
- Interior premise plumbing material
- Sample tap type and presence or absence of point-of-use treatment or filter on sample tap

Please fill this information into your spreadsheet according to the attached *Instructions* and return it to me no later than **Tuesday March 31, 2020**. The purpose of this request is to enable the department to confirm that the proper monitoring sites will be sampled in your system in 2020, and to demonstrate to EPA that Wisconsin is meeting the Federal lead and copper rule’s tier requirements.

All lead/copper monitoring sites should be single family residences with lead service lines, since you have indicated on the 2018 Public Service Commission report that more than 5,000 lead service lines are known to exist within the City. This is a change from allowing systems to use single family residences with copper plumbing constructed in the January 1983 to September of 1984 window. If site changes will be needed, they should be submitted on form 3300-315. You are also allowed to add up to 15 alternate sites to your active list that may be substituted if one of your historic sites drops out. The alternate sites should also be single family residences with known lead service lines that will likely not be replaced in the near future; alternate sites would also need to be submitted on form 3300-315.

After you return your completed spreadsheet, I will review your information. If necessary, I may follow-up with you to discuss adding, removing, or otherwise revising one or more of your sampling location(s) so that your monitoring site plan can be approved. Once approved, your monitoring site plan materials information will be tracked in the department’s drinking water system database which can be updated as circumstances change within your system.

In addition to getting you ready for 2020 lead and copper monitoring, having this material information documented now will help your system be ready for the coming lead and copper rule revisions. Specifically, the materials information we are requesting this year will be needed to modify the tier assigned to each monitoring site when the revised lead and copper rule takes effect. Additionally, a distribution system materials inventory will be due in June 2023 under the revised lead and copper rule and so it will be advantageous for your system to have as few 'unknown' materials as possible. Some basic information on how to conduct a materials inventory has also been included to assist with this task.

I apologize for the short time frame, every municipal water system in the state will be going through this same process. If you have any questions, please feel free to contact me.

Thank you for your attention to this matter.

Glenn

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Glenn Falkowski – P.E.

Environmental Engineer – Drinking Water and Groundwater/Environmental Management Division

Wisconsin Department of Natural Resources

225051 Rib Mountain Drive

Wausau, WI 54401

Phone: (715) 359-5284

Fax: (715) 355-5253

glenn.falkowski@wi.gov



dnr.wi.gov





2020

6666 W Quincy Avenue Denver, CO 80235-3098
P 303.347.6128 F 303.734.0196
pschrader@waterrf.org

	Date January 8, 2020
Subscriber Number 0003794	Foundation Tax ID 13-6211384
Subscriber Since 1987	Invoice Number 0003794-2020-1

Wausau Water Utility
Cheryl Sell
Utility Resource Manager
407 Grant St
Wausau, WI 54403-4783

Order No.	Description	Total Commitment
7000135923	WRFMBR - Utility Membership - Waste Water 01-Jan-2020 to 31-Dec-2020	\$3,046.00
7000136003	WRFMBR - Utility Membership 01-Jan-2020 to 31-Dec-2020	\$3,791.00
	Amount Due:	\$6,837.00

You may request wire instructions by contacting pschrader@waterrf.org



6666 W Quincy Avenue Denver, CO 80235-3098
P 303.347.6128 F 303.734.0196
pschrader@waterrf.org

Wausau Water Utility
Cheryl Sell
Utility Resource Manager
407 Grant St
Wausau, WI 54403-4783

Detach and return with payment

Please make check payable to: **The Water Research Foundation**

	Date January 8, 2020
Subscriber Number 0003794	Invoice Number 0003794-2020-1

Order No.	Description	Amount Due
7000135923 7000136003	MBRUTILITY-WW MBRUTILITY	\$6,837.00
Revised Invoice Requested? Yes No		Amount Enclosed



January 29 2020

PWSID: 73701023
MC - Marathon County

TONI RAYALA CLERK
CITY OF WAUSAU
407 GRANT ST
WAUSAU WI 54403

SUBJECT: Department Determination of Disinfection Requirements for the Wausau Water Treatment Facility

Dear Ms. Rayala:

The Wisconsin Department of Natural Resources (department) has reviewed historical bacteriological sampling results for the Wausau Waterworks' (Wausau) groundwater supply to determine the efficacy of Wausau's bacteriological treatment. Groundwater systems with histories of total coliform and E. Coli contamination may indicate groundwater sources with a susceptibility to surface water or other sources of bacteriological contamination. The purpose of the Wausau bacteriological evaluation is to ensure the water supply leaving Wausau's water treatment plant is provided with adequate treatment to protect consumers from potential bacteriological exposure and additionally determine if a subsequent pathogen risk may exist. Department policy on groundwater sources with historical bacteriological issues requires the abandonment of these sources or requires providing treatment of the source to satisfy the requirements of the surface water treatment rule for the inactivation of giardia, viruses, and Cryptosporidium. The department review of past bacteriological and water quality sampling has concluded that Wausau must begin providing treatment for giardia, virus, and Cryptosporidium inactivation.

Wausau currently operates 6 groundwater water wells which are treated at a central treatment plant. Well No. 11 (WUWN: MK460) has recently produced water on an intermittent basis with positive test results for E. Coli and total coliform. Well No. 10 is located in close proximity to well No. 11 with a similar construction which may indicate concerns for bacteriological contamination issues arising at well No. 10. Cryptosporidium or giardia samples have not been collected at well No. 11 or any of the other active wells in Wausau's system. Presently the department does not have sufficient information to determine if the wells are under the direct influence of surface water. However, s. NR 811.13 (1)(b), Wis. Adm. Code requires permanent wells with one or more water quality parameters exceeding a primary drinking water standard contained in ch. NR 809 be permanently abandoned unless department approved treatment is installed to provide compliant entry point water. Wells with a history of bacteriological contamination would be subject to this requirement.

The department's policy on continued use of community wells with a history of bacteriologically unsafe samples requires enhanced treatment be provided for this well and subsequently all wells which are blended with well No. 11. Enhanced treatment must satisfy the requirements of s. NR 810.27 (1), Wis. Adm. Code to provide treatment equivalent to the 3-log removal or inactivation of Giardia lamblia, 4-log removal or inactivation of viruses, and 3-log removal or inactivation of Cryptosporidium. Where wells have a history of coliform positive samples, it is being assumed that cysts and viruses may be present in the groundwater as well. At a minimum, Wausau must be capable of providing this level of treatment to satisfy the Bin 1 Surface Water Treatment Rule requirements

outlined in ss. NR 810.27 – NR 810.29, Wis. Adm Code. The department will require Wausau to conduct required source water characterization of ss. NR 809.331 – NR 809.335, Wis. Adm. Code to determine the appropriate Bin classification and determine if there are any additional pathogen treatment requirements. The Bin classifications and potential associated additional cryptosporidium treatment requirements are outlined in the tables below:

Table 1: Bin Classification Table for Filtered Systems

For systems that are:	With a <i>Cryptosporidium</i> bin concentration of: ¹	The bin classification is:
Required to monitor for <i>Cryptosporidium</i> under s. NR 809.331	$\text{Cryptosporidium} < 0.075 \text{ oocyst/L}$	Bin 1
	$0.075 \text{ oocysts/L} \leq \text{Cryptosporidium} < 1.0 \text{ oocysts/L}$	Bin 2
	$1.0 \text{ oocysts/L} \leq \text{Cryptosporidium} < 3.0 \text{ oocysts/L}$	Bin 3
	$\text{Cryptosporidium} \geq 3.0 \text{ oocysts/L}$	Bin 4
Serving fewer than 10,000 people and NOT required to monitor for <i>Cryptosporidium</i> under s. NR 809.331 (1) (d)	NA	Bin 1

Table 2: Additional Cryptosporidium Treatment Requirements

If the system bin classification is:	And the system uses the following filtration treatment in full compliance with s. NR 810.29 (as applicable), then the additional <i>Cryptosporidium</i> treatment requirements are:			
	Conventional filtration treatment (including softening)	Direct filtration	Slow sand or diatomaceous earth filtration	Alternative filtration technologies including membrane filtration
Bin 1	No additional treatment	No additional treatment	No additional treatment	No additional treatment.
Bin 2	1–log treatment	1.5–log treatment	1–log treatment	As determined by the department such that the total <i>Cryptosporidium</i> removal and inactivation is at least 4.0–log.
Bin 3	2–log treatment	2.5–log treatment	2–log treatment	As determined by the department such that the total <i>Cryptosporidium</i> removal and inactivation is at least 5.0–log.
Bin 4	2.5–log treatment	3–log treatment	2.5–log treatment	As determined by the department such that the total <i>Cryptosporidium</i> removal and inactivation is at least 5.5–log.

The department appreciates Wausau's efforts to provide and maintain a safe public water system. If you have any questions regarding this letter, you may contact me at (608) 266-0857 or your Regional Water Supply Engineer, Glenn Falkowski, at (715) 359-5284.

Sincerely,



Cathrine Wunderlich, P.E.
Public Water Engineering Section Chief
Bureau of Drinking Water and Groundwater

cc: Eric Lindman – Director of Public Works, City of Wausau (by email)
Scott Boers – Wausau Waterworks (by email)
Allen Williams – Donohue and Associates, Inc., Sheboygan (by email)
Susan Wojtkiewicz – Donohue and Associates Inc., Sheboygan (by email)
Steve Opatik– Becher Hoppe Associates, Inc., Wausau (by email)
Glenn Falkowski – DNR, Wausau (by email)
Troy Stapelmann – DNR, Eau Claire (by email)
Dino Tsores – Monitoring and Rules Coordinator, DNR, Madison (by email)
Adam DeWeese – Public Water Supply Section Chief, DNR, Madison (by email)
James Witthuhn – Public Water Plan Reviewer, DNR, Madison (by email)
Miranda Sachtschale – Public Water Plan Reviewer, DNR, Madison (by email)
Bradley Siefker – Public Water Plan Reviewer, DNR, Madison (by email)
PSC – Madison (by email)

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NUMBER 5

Project Name (“Project”)

This Amendment to the Industrial Park Lift Station Pump Addition project dated June 5, 2017 is by and between:

City of Wausau (“Client”)

407 Grant Street
Wausau, WI 54403

and

Clark Dietz, Inc. (“Clark Dietz”)

500 North 3rd Street, Suite 703
Wausau, WI 54403

Who agree as follows:

Whereas; Clark Dietz will provide additional construction Engineering Services for the Industrial Park Lift Station Pump Addition and the Industrial Park Force Main Access Points projects.

Now Therefore; this Amendment engages Clark Dietz to perform the services set forth in Part I - Services and Clark Dietz agrees to perform the Services for the compensation set forth in Part III - Compensation. Clark Dietz shall be authorized to commence the Services upon execution of this Amendment by both parties and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - III of this Amendment and the original Agreement, incorporated and made a part herewith, constitute the entire Agreement between them relating to the Project.

Agreed to by Client

By: _____

Title: _____

Date: _____

Agreed to by Clark Dietz



By: _____

Title: Senior Vice President

Date: January 27, 2020

PART I
SERVICES BY CLARK DIETZ

A. Amendment Description

Clark Dietz has completed construction engineering services at the Industrial Park lift station during installation of the third pump. Construction work at the station was completed in October 2019 and then incomplete Operation and Maintenance manuals were submitted. The contractor recently resubmitted revised O & M manuals; these manuals were also found to be incomplete. Additional time will be required for Clark Dietz staff to review the O & M manuals and close out the project.

Clark Dietz is currently providing construction engineering services for the Industrial Park force main access points project. Part of the project included coordination with Union Pacific Railroad for project permitting. In the design phase, the contract included services on a time and materials basis up to the amount of \$9,000. This amount has been exceeded, and additional coordination will be required throughout the construction phase.

B. Scope

The original contract scope shall be modified as follows:

1. DESIGN PHASE – No Change
2. BIDDING/NEGOTIATION PHASE – No Change
3. CONSTRUCTION PHASE
 - a. Industrial Park Lift Station Pump Addition – Provide additional construction engineering services for the subject project. Work will consist of reviewing O & M manuals for the mechanical and electrical equipment included with the project, including record drawings.
 - b. Industrial Park Force Main Access Points – Provide additional coordination between the contractor, the railroad, and the Owner on the access structures construction contract.

C. Schedule

The schedule will be revised from the Professional Services Agreement as shown.

Industrial Park Lift Station Pump Addition:

All Work Complete

February 28, 2020

Industrial Park Force Main Access Points:

Construction Starts

May 4, 2020*

All Work Complete

June 12, 2020*

*Schedule is contingent upon weather conditions.

D. Assumptions/Conditions – No Change

E. Electronic Data Format – No Change

**PART II
CLIENT'S RESPONSIBILITIES**

Client shall, at its expense, do the following in a timely manner so as not to delay the Amended services:

- A. Information/Reports** – No Change
- B. Representative** – No Change
- C. Decisions** – No Change
- D. Other** – No Change

**PART III
COMPENSATION**

A. Compensation

Compensation for the Services under this Amendment shall be as follows:

1. Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES BY CLARK DIETZ, Item B.3.a of this Amendment will be on a Time and Materials Basis at the rates set forth in the original Agreement. The total compensation authorized by this section of the Agreement is estimated at \$4,800.
2. Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I - SERVICES BY CLARK DIETZ, Item B.3.b of this Amendment will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this section of the Agreement is estimated at \$8,000.00.
3. The total project design and construction fees are broken out in the table below.

	ORIGINAL CONTRACT	NO. 1	NO. 2	NO. 3	NO. 4	NO. 5
DESIGN PHASE:	\$32,000	\$8,400		\$169,000	\$15,900	
BIDDING PHASE:		\$2,300		\$3,800		
CONSTRUCTION PHASE:			\$32,800	\$24,900		\$12,800
CONTRACT TOTAL:	\$32,000	\$10,700	\$32,800	\$197,700	\$15,900	\$12,800

This estimated compensation includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. This Amendment increases the total compensation authorized to \$301,900.00.

- B. Billing and Payment** – No Change

Eric Lindman

From: Gerbitz, Mike <mgerbitz@donohue-associates.com>
Sent: Thursday, January 30, 2020 8:07 AM
To: Eric Lindman
Cc: Gerbitz, Mike
Subject: Wausau - Wastewater and Water Projects - Proposed Amendment for Professional Services: Application Engineering (Programming)
Attachments: Wausau - WWTF - Amendment 4 v20200130A.pdf

A proposed Amendment for Application Engineering Services is attached for you review, comment, and, if acceptable, distribution to the Commission. These Application Engineering Services are solely related to developing and implementing the SCADA system that will monitor and control the Wastewater and Water systems. In some instances, these professional services are provided by the low-bid Contractor. Donohue worked closely and collaboratively with the City to develop the operating and control strategies for both treatment facilities (Wastewater and Water). Donohue is also a highly-experienced Applications Engineer. This combination makes Donohue well and uniquely qualified to work closely and collaboratively with the City to provide the Application Engineering Services for the Wastewater and Water treatment facilities. The cost of these Services, which are part of and integral to the Work required to build and commission the Wastewater and Water facilities, are included in the project budgets previously presented to and approved by the Commission and Council.

The cost of Application Engineering Services are unique to each project and a function of each project's size and complexity. Nevertheless, historical fees might provide you with a relevant frame of reference. Donohue's historical average fee for Application Engineering Services is 2.16% of construction. Our proposed fee for the Application Engineering Services for these two projects (Wastewater and Water) is 1.73%. This comparison reveals the economies of scale associated with these two large treatment facility projects.

It might also be worth noting again, the SCADA systems have been deliberately configured in a manner to provide cost-effective redundancy between the Wastewater and Water systems. This resilient configuration demands one Application Engineering firm develop and implement these redundant systems. Contracting with Donohue to develop and implement these systems would satisfy that imperative in harmony with the two SRF funding programs. The Wastewater- and Water-related fees are delineated in the detailed fee tables.

Thank you for the opportunity to provide the attached. I look forward to any comments you might have. Please contact me if you have questions, want additional information, or want to discuss.



Mike Gerbitz, PE [MI, MN, WI]
Mobile | 920 889 4000

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**APPLICATION ENGINEERING SERVICES
AMENDMENT NO. 4 THE ORIGINAL ENGINEERING SERVICES AGREEMENT**

Wastewater Treatment Facility Improvement Project (Project)
Original Agreement Executed April 1, 2017

This Amendment is by and between:

City of Wausau (Owner)
407 Grant Street
Wausau, WI 54403

and

Donohue & Associates, Inc. (Donohue)
3311 Weeden Creek Road
Sheboygan, WI 53081

Who agree to amend the original Agreement and Scope of Services, as follows:

PART I – B. SCOPE OF SERVICES

Summary of Application Engineering Services

Donohue will perform Application Engineering Services associated with two infrastructure projects: the Wastewater Treatment Facility Improvements Project (Wastewater Project) and the Drinking Water System Treatment Facility Project (Water Project). Application Engineering Services shall include the major tasks listed below. Each task is defined in subsections that follow.

1. Development of SCADA Standards
2. SCADA Server Configuration
3. SCADA Software Installation & Configuration
4. Network Management and Configuration
5. PLC, SCADA, and Historian Programming
6. Field I/O Testing, Startup, and Functional Testing
7. Operations and Personnel Training
8. Documentation and O&M Manual
9. Post Startup Services and Support

Development of SCADA Standards

This Project, along with the materials provided and installed under the two separate bid packages for the Wastewater Project and Water Project, will replace the existing process control system at both facilities. The new SCADA system will leverage the shared costs of the SCADA software licensing as well as the Application Engineering Services. The Water and Wastewater systems will operate on a common SCADA application as defined in the Bidding Documents for the Wastewater Project and Water Project. Donohue will work closely and collaboratively with the Owner to develop SCADA Standards as an early

deliverable. These Standards will be used throughout the construction phases of the Wastewater Project and Water Project and in the future.

Donohue will work with the Owner to develop SCADA Standards specific to the Owner. Donohue will prepare for and conduct a series of four workshops in Wausau to discuss, present, and define the SCADA Standards. The Standards will be documented in a SCADA Configuration Standards Report that includes the five Chapters listed below.

SCADA Configuration Standards Report

Chapter 1 – P&ID Tagging Standard

Chapter 2 – PLC, HMI, and Historian Tagging Standard

Chapter 3 – Program Storage and Revision Control

Chapter 4 – HMI Graphics

Chapter 5 – PLC Programming

The Standards will be simultaneously developed on the new SCADA application to provide a “live” working model during the workshops to present the Standards in their final format. Sample PLC programming and HMI graphics will be provided to present Standards for navigation, HMI graphic templates, HMI color schemes, equipment symbols, equipment faceplates, and alarming.

SCADA Server Configuration

Donohue will receive shipment of two new SCADA servers from the Contractor. Donohue will configure the new servers to be used for the SCADA application. Configuration generally includes RAID configuration, partitioning of hard drives, virtual machine configuration, domain and active directory configuration, license installation, and other basic installation services.

SCADA Software Installation & Configuration

Donohue will receive shipment of specified SCADA software and licenses from the Contractor. Donohue will install SCADA software and licenses on the appropriate physical and/or virtual machines. A full list of software can be found in the Bidding Documents, but generally includes Rockwell FactoryTalk View SE for primary and redundant server, development software, historian software, PLC programming software, alarming software, and reporting software.

Network Management and Configuration

Donohue will work with the Owner’s IT Department to integrate the existing IT network into the new Process Control Network (PCN). The PCN shall be configured as a standalone network consisting of PLCs, OITs, SCADA Servers, SCADA Workstations, VFDs, and other process control-related equipment. Donohue will be responsible for managing the PCN devices on the network and configuring the managed Ethernet switches used for the PCN fiber optic network.

The Owner’s IT Department will be responsible for providing a gigabit fiber optic connection between Water and Wastewater facilities for the redundant server communication as well as providing secured internet access and VPN access into the PCN.

This Project does not include management or configuration of the access control system or video surveillance system. The Contractor shall be responsible for access controls and video surveillance as defined in the Bidding Documents.

PLC, SCADA, and Historian Programming

Between the Wastewater and Water Projects, the new SCADA system will consist of approximately 18 Programmable Logic Controllers (PLCs), 8 Operator Interface Terminals (OITs), 107 Variable Frequency Drives (VFDs), 30 local control panels, and 13 Power Monitors accounting for more than 2,000 physical hardwired I/O and more than 1,700 network connected I/O points. In accordance with the SCADA Configuration Standards developed under this Project, Donohue will provide programming for process control system components provided by the Contractor. Programming will be completed in accordance with the specified Functional Descriptions in Specification Section 13402. Programming includes, but is not limited to, PLCs, OITs, SCADA graphics, Historian configuration, trending, reporting software, alarming software, Asset Centre, and interfacing with power monitors, VFDs, vendor provided control panels, and instruments.

Field I/O Testing, Startup, and Functional Testing

Donohue will work with the Contractor to perform Field I/O testing of all signals. The Contractor shall be responsible for preparing test procedures and signoff sheets. Donohue will verify functionality of each I/O point ensuring the signal provided is indicated in the PLC, HMI graphics, and alarm notification system as required.

Donohue will provide startup and functional testing of equipment to ensure functionality meets the design intent. The specified Functional Descriptions will be used for the basis of the functional testing.

Operations and Personnel Training

Donohue will provide technical training on the SCADA system and its various components. Training under this Amendment is intended to instruct personnel on the use of the SCADA system. Training will cover securely logging into the system, launching applications, using remote access, managing credentials, launching and building reports and/or trends, and use of alarming. Specific process operations training and equipment training will be covered by a combination of the O&M Specialist under the previous Amendment and the vendors providing equipment. Technical training will be provided as follows:

1. SCADA system access training will instruct personnel on general procedures for accessing the SCADA system and the various software components.
2. PLC program review training for maintenance personnel to review the PLC programming, general navigation, organization, and basic functionality of the PLC programs. This training is intended for a basic level of understanding for troubleshooting and maintenance purposes.
3. HMI Graphic and Operations Training will be provided for operations personnel to review the HMI graphics, general navigation, and functional control of the process equipment.
4. Historian and Reporting Training will be provided for personnel that will need access to the historical data and reporting tools. Training will cover basic procedures for retrieving historical data, developing trends, and creating reports.

Documentation and O&M Manual

Upon Substantial Completion of the Wastewater and Water Projects, Donohue will provide a final O&M Manual in modifiable electronic format as follows:

1. SCADA Configuration Standards Report
2. Functional Descriptions

3. Network Configuration Details
4. Server Configuration Details
5. PLC application programs
6. OIT application programs
7. Backup of SCADA system

Post-Startup Services and Support

Throughout the correction period for the Wastewater Project and Water Project, Donohue will provide Post-Startup Services and Support. These Services will be provided on an as-needed basis to make modifications, updates, or additions to the existing process control system. It is not uncommon for utilities to request changes after using a new system for a few months. The intent of the Post-Startup Services is to provide operations and programming support for the Owner after construction activities are completed. These Services are outlined in the fee estimate summaries and will be provided upon request by and authorization from the Owner on a not-to-exceed basis.

PART III – A. COMPENSATION

Compensation for the Services set forth in Part I shall be increased \$1,843,325. See attachments for details and the itemized fee summary in the table below. With this Amendment the total contract amount is \$10,632,841.

# ⁽¹⁾	Professional Services	Compensation	% ⁽²⁾
0, 1, 2	Planning- and Design-Phase Services for Wastewater Project ⁽³⁾	\$4,437,685	6.23%
3	Construction-Phase Services for Wastewater Project ⁽³⁾	\$4,351,831	6.11%
4	Application Engineering Services for Wastewater and Water Projects ⁽⁴⁾	\$1,843,325	1.73%
Total Contract		\$10,632,841	

Notes

1. Amendment number. "0" refers to the original contract.
2. % of budgeted construction cost
3. Budgeted construction cost = \$71,210,484 for the Wastewater system improvements.
4. Budgeted construction cost = \$107,487,359 for the Wastewater and Water system improvements. The Application Engineering Services outlined in this Amendment is for both improvement projects (Wastewater and Water).

APPROVED FOR OWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR DONOHUE

By: _____

Printed Name: Mike Gerbitz, PE

Title: Senior Vice President

Date: _____

Wastewater Treatment Facility Improvements Project

Fee Estimate Summary

Task	Sr Application Engineering Specialist \$ 195	Sr Application Engineering Specialist \$ 180	Jr Application Engineering Specialist \$ 130	Admin Assistant \$ 80	Total Hours	Total Labor	Expenses	Total Cost
Project Management	208			52	260	\$ 44,720	\$ 9,750	\$ 54,470
* SCADA Standards - Workshops	60				60	\$ 11,700	\$ 2,250	\$ 13,950
* SCADA Standards - Development	100				100	\$ 19,500		\$ 19,500
* SCADA Standards - Report	40				40	\$ 7,800		\$ 7,800
* Server Configuration	60	40			100	\$ 18,900	\$ 3,750	\$ 22,650
* Software Installation & Configuration	60	100			160	\$ 29,700		\$ 29,700
Network Management & Configuration	240				240	\$ 46,800	\$ 9,000	\$ 55,800
PLC, SCADA, Historian Programming	1,026	667	615		2,308	\$ 400,000	\$ 10,000	\$ 410,000
SCADA Monitoring of Ethernet Devices	449	292	269		1,010	\$ 175,000		\$ 175,000
SCADA Monitoring of Lift Stations	112	73			185	\$ 35,000		\$ 35,000
Startup and Functional Testing	377	245	226		849	\$ 147,125	\$ 31,830	\$ 178,955
Operations & Personnel Training	240				240	\$ 46,800	\$ 9,000	\$ 55,800
Documentation & O&M Manual	120	80			200	\$ 37,800	\$ 1,000	\$ 38,800
Post Startup Services and Support	200				200	\$ 39,000	\$ 3,750	\$ 42,750
* Items noted are priced at half of total cost to split shared costs between Water and Wastewater.								
Total	3,292	1,496	1,111	52	5,951	\$1,059,845	\$ 80,330	\$1,140,175
Total Labor Dollars by Labor Class	\$ 641,898	\$ 269,363	\$ 144,425	\$ 4,160				

Drinking Water System Treatment Facility Project

Fee Estimate Summary

Task	Sr Application Engineering Specialist \$ 195	Sr Application Engineering Specialist \$ 180	Jr Application Engineering Specialist \$ 130	Admin Assistant \$ 80	Total Hours	Total Labor	Expenses	Total Cost
Project Management	208			52	260	\$ 44,720	\$ 9,750	\$ 54,470
* SCADA Standards - Workshops	60				60	\$ 11,700	\$ 2,250	\$ 13,950
* SCADA Standards - Development	100				100	\$ 19,500		\$ 19,500
* SCADA Standards - Report	40				40	\$ 7,800		\$ 7,800
* Server Configuration	60	40			100	\$ 18,900	\$ 3,750	\$ 22,650
* Software Installation & Configuration	60	100			160	\$ 29,700		\$ 29,700
Network Management & Configuration	80				80	\$ 15,600	\$ 3,000	\$ 18,600
PLC, SCADA, Historian Programming	482	313	289		1,085	\$188,000	\$ 10,000	\$ 198,000
SCADA Monitoring of Vendor Provided Equipment	121	79	73		273	\$ 47,250		\$ 47,250
SCADA Monitoring of Ethernet Devices	70	45	42		156	\$ 27,125		\$ 27,125
Startup and Functional Testing	377	245	226		849	\$147,125	\$ 31,830	\$ 178,955
Operations & Personnel Training	80				80	\$ 15,600	\$ 3,000	\$ 18,600
Documentation & O&M Manual	80	40			120	\$ 22,800	\$ 1,000	\$ 23,800
Post Startup Services and Support	200				200	\$ 39,000	\$ 3,750	\$ 42,750
* Items noted are priced at half of total cost to split shared costs between Water and Wastewater.								
Total	2,018	863	630	52	3,563	\$634,820	\$ 68,330	\$ 703,150
Total Labor Dollars by Labor Class	\$ 393,510	\$ 155,250	\$ 81,900	\$ 4,160				

Eric Lindman

From: Lori Wunsch
Sent: Wednesday, January 29, 2020 3:48 PM
To: Eric Lindman
Subject: FW: Wausau - Wastewater - Launder Cover Proposals

From: Gerbitz, Mike [mailto:mgerbitz@donohue-associates.com]
Sent: Thursday, January 9, 2020 3:06 PM
To: Lori Wunsch <Lori.Wunsch@ci.wausau.wi.us>; Dave Erickson <Dave.Erickson@ci.wausau.wi.us>
Cc: Gerbitz, Mike <mgerbitz@donohue-associates.com>
Subject: RE: Wausau - Wastewater - Launder Cover Proposals

It was not advertised. It was by "invitation." This is very specialized equipment. In general, there are only several (3 or 4) reputable launder cover manufacturers. We sent to the two that have strong local representation (MN or WI) because a site visit was required. We wanted proposers to visit the site to take measurements in advance of submitting a bid. I know NEFCO visited the site and submitted a proposal.



Mike Gerbitz, PE [MI, MN, WI]
Mobile | 920 889 4000

From: Lori Wunsch <Lori.Wunsch@ci.wausau.wi.us>
Sent: Thursday, January 9, 2020 3:01 PM
To: Gerbitz, Mike <mgerbitz@donohue-associates.com>; Dave Erickson <Dave.Erickson@ci.wausau.wi.us>
Subject: RE: Wausau - Wastewater - Launder Cover Proposals

Mike,

Was this advertised anywhere?

Thank you,
Lori

From: Gerbitz, Mike [<mailto:mgerbitz@donohue-associates.com>]
Sent: Thursday, January 9, 2020 2:53 PM
To: Dave Erickson <Dave.Erickson@ci.wausau.wi.us>
Cc: Lori Wunsch <Lori.Wunsch@ci.wausau.wi.us>; Gerbitz, Mike <mgerbitz@donohue-associates.com>
Subject: RE: Wausau - Wastewater - Launder Cover Proposals

These two:

1. Rob Szekeress – Peterson and Matz – NEFCO
2. Sam Dyrud – Van Bergen and Markson - Warminster

NEFCO provided your existing clarifier weirs.



Mike Gerbitz, PE [MI, MN, WI]
Mobile | 920 889 4000

From: Dave Erickson <Dave.Erickson@ci.wausau.wi.us>
Sent: Thursday, January 9, 2020 2:45 PM
To: Gerbitz, Mike <mgerbitz@donohue-associates.com>
Cc: Lori Wunsch <Lori.Wunsch@ci.wausau.wi.us>
Subject: RE: Wausau - Wastewater - Launder Cover Proposals

Thanks Mike

Do you have a distribution list – who it was sent to?

David Erickson
Wastewater Superintendent
Wausau Water Works
715 261-6941

From: Gerbitz, Mike [<mailto:mgerbitz@donohue-associates.com>]
Sent: Thursday, January 9, 2020 2:21 PM
To: Dave Erickson
Cc: Lori Wunsch; Gerbitz, Mike
Subject: RE: Wausau - Wastewater - Launder Cover Proposals

The invitation is attached. I know the City will get at least one proposal package.



Mike Gerbitz, PE [MI, MN, WI]
Mobile | 920 889 4000

From: Dave Erickson <Dave.Erickson@ci.wausau.wi.us>
Sent: Thursday, January 9, 2020 1:47 PM
To: Gerbitz, Mike <mgerbitz@donohue-associates.com>
Cc: Lori Wunsch <Lori.Wunsch@ci.wausau.wi.us>
Subject: RE: Wausau - Wastewater - Launder Cover Proposals

Thanks Mike –

We may have slipped up a little – I thought Lori was in the loop on this but we sort of surprised her

bids should be opened at a public meeting like the Board of Public Works – Lori is going to put it on the agenda for next week Tuesday

Could you also send a copy of the notice that was sent out?

Thanks / Dave

David Erickson
Wastewater Superintendent
Wausau Water Works

715 261-6941

From: Gerbitz, Mike [<mailto:mgerbitz@donohue-associates.com>]
Sent: Thursday, January 9, 2020 12:12 PM
To: Dave Erickson
Cc: Plinke, Elaina; Gerbitz, Mike
Subject: Wausau - Wastewater - Launder Cover Proposals

Proposals due today. Maybe we can review Monday. You think you can pick them up and bring with you?



Mike Gerbitz, PE [MI, MN, WI]
Mobile | 920 889 4000

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PROPOSAL INVITATION
CITY OF WAUSAU
WASTEWATER TREATMENT FACILITY
IMPROVEMENTS PROJECT
LAUNDER COVER PROCUREMENT
WAUSAU, WISCONSIN

GOODS AND SPECIAL SERVICES: The City of Wausau, Wisconsin, hereby gives notice that proposals will be received for the Launder Cover Procurement for the Wastewater Treatment Facility Improvements Project. The Goods of this Procurement Contract are generally described as launder covers and appurtenances. The City of Wausau intends to enter into an Agreement with a Supplier of the launder covers for the Goods and Special Services of this Procurement Contract.

PROCUREMENT CONTRACT TO BE ASSIGNED: The City of Wausau as "Buyer" will execute the Procurement Contract with a launder cover Supplier as "Seller" for the procurement of Goods and Special Services in this Procurement Contract. The Goods in this Procurement Contract are to be furnished and delivered to the Wastewater Treatment Facility site for installation by the construction contractor. The construction contract will be awarded and executed at a later date. This Procurement Contract will be assigned to the construction contractor. The Seller for this Procurement Contract will accept the assignment and become a subcontractor to the construction contractor.

PROPOSAL DUE DATE: Proposals will be received by the City of Wausau, Wisconsin, at the Wausau City Hall - Engineering, 407 Grant Street, Wausau, Wisconsin 54403 until 10 a.m. local time January 9, 2020. Proposals shall be enclosed in an opaque sealed envelope plainly marked with the Procurement Contract title and the name and address of Proposer. Fax proposals will not be accepted.

REQUEST FOR PROPOSAL DOCUMENTS: The Request for Proposal Documents will be provided in electronic .pdf format to the Suppliers invited to prepare a proposal for the project.

PROPOSAL CONTENTS: Proposers shall provide a completed and executed hardcopy Proposal Form as well as an electronic .pdf-format copy of the same on a memory stick or jump drive. Fax proposals will not be accepted.

LEGAL PROVISIONS: This Procurement Contract and its Contract letting shall be governed by the laws of the State of Wisconsin.

PROCUREMENT CONTRACT SECURITY: The Proposer to whom a Procurement Contract is awarded shall furnish a Performance Bond and a Payment Bond each in an amount equal to the Procurement Contract Price.

PROPOSAL REJECTION/ACCEPTANCE: The City of Wausau reserves the right to negotiate final Procurement Contract terms with the Proposer that best serves the interests of the Buyer.

Issued by authority of the:

City of Wausau, Wisconsin
Robert B. Mielke, Mayor

For Technical Information

Contact: Elaina Plinke, Donohue & Associates, Inc.
Phone: 920-803-7313
E-Mail: eplinke@donohue-associates.com



Date: January 7, 2020
To: City of Wausau
Project: Wastewater Treatment Facility Improvements Project – Launder Cover Procurement
Location: Wausau, WI
Bid Date: January 9, 2020
NEFCO Quote No. 20009

Dear Sir or Madam:

Please accept attached Security Cashier's Check in lieu of a Security Bond. Also attached is our detailed proposal, and bid forms filled out. Should you have any questions or concerns, please do not hesitate to contact us.

NEFCO™ Systems Incorporated is pleased to submit this scope of supply for this project:

1. FRP Wall-Mount Launder Cover for Two (2) 90' Dia. Secondary Clarifier Tanks No. 1 & 2

Two (2) sets, each Launder Cover consists of 29 three-piece cover modules, each made up of one (1) Mounting Section and two (2) Cover Sections. The Mounting Section is fastened to the concrete tank wall and serves as the fixed base for the hinged Cover Sections. Each Cover Section is connected to the Mounting Section by a continuous stainless-steel piano hinge. The Cover Sections arch over the effluent launder trough, and rest on two (2) support brackets fastened to the inner weir wall. Overall, the Cover extends from the tank wall over the 18"-wide launder, weir and 8" scum baffle offset. The covers open toward the operator and away from the center of the tank to allow for maximum visibility and ease of inspection and maintenance. ***The Cover hinge points are strategically located to ensure maximum visibility of the launder and weir when the Cover panel is opened.*** Each Cover panel is equipped with a stainless-steel handle to open and close the Cover Section. A restraint cable is included to control the range of motion. The Cover set is delivered with all the required 316 stainless steel fasteners and anchors for a complete installation. FRP color is white.

2. FRP Wall-Mount Launder Cover for One (1) 110' Dia. Secondary Clarifier Tank No. 3

The Launder Cover consists of 35 three-piece cover modules, each made up of one (1) Mounting Section and two (2) Cover Sections. The Mounting Section is fastened to the concrete tank wall and serves as the fixed base for the hinged Cover Sections. Each Cover Section is connected to the Mounting Section by a continuous stainless-steel piano hinge. The Cover Sections arch over the effluent launder trough, and rest on two (2) support brackets fastened to the inner weir wall. Overall, the Cover extends from the tank wall over the 18"-wide launder, weir and 8" scum baffle offset. The covers open toward the operator and away from the center of the tank to allow for maximum visibility and ease of inspection and maintenance. ***The Cover hinge points are strategically located to ensure maximum visibility of the launder and weir when the Cover panel is opened.*** Each Cover panel is equipped with a stainless-steel handle to open and close the Cover Section. A restraint cable is included to control the range of motion. The Cover set is delivered with all the required 316 stainless steel fasteners and anchors for a complete installation. FRP color is white.

3. Alternate Bid: FRP Wall-Mount Launder Cover for One (1) 110' Dia. Secondary Clarifier Tank No. 4

The Launder Cover consists of 35 three-piece cover modules, each made up of one (1) Mounting Section and two (2) Cover Sections. The Mounting Section is fastened to the concrete tank wall and serves as the fixed base for the hinged Cover Sections. Each Cover Section is connected to the Mounting Section by a continuous stainless-steel piano hinge. The Cover Sections arch over the effluent launder trough, and rest on two (2) support brackets fastened to the inner weir wall. Overall, the Cover extends from the tank wall over the 32"-wide launder, weir and 8" scum baffle offset. The covers open toward the operator and away from the center of the tank to allow for maximum visibility and ease of inspection and maintenance. ***The Cover hinge points are strategically located to ensure maximum visibility of the launder and weir when the Cover panel is opened.*** Each Cover panel is equipped with a stainless-steel handle to open and close the Cover Section. A restraint cable is included to control the range of motion. The Cover set is delivered with all the required 316 stainless steel fasteners and anchors for a complete installation. FRP color is white.

Exclusions: Caulk, sealants, assembly and installation are not included.
Price & Delivery: Per attached Bid Form.

The price for this material is FOB Jobsite and includes freight to the above referenced location. Price does not include installation or any applicable fees or taxes. Payment terms are 100% thirty (30) days from date of invoice.

This proposal will remain valid for a period of ninety (90) days from the bid date. Price is valid for delivery on or before December 30, 2020.

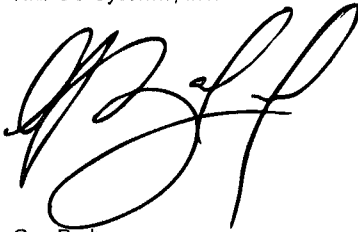
Our other conditions of sale are attached.

Please let us know if you have any questions on our proposal.

Thank you for considering our products for this application.

Sincerely,

NEFCO Systems, Inc.

A handwritten signature in black ink, appearing to read 'G. Barbera', with a large, stylized loop at the end.

Gus Barbera
Director of Sales & Engineering

Cc: *Peterson & Matz*

NEFCO Systems, Incorporated
STANDARD TERMS & CONDITIONS
Wausau, WI

GOODS: The nature and description of the Goods being purchased shall be consistent with and restricted to the scope issued by the seller on January 7, 2020.

TAXES: No local taxes are included in the purchase price. Any applicable sales and/or use taxes or similar levies that may be imposed by the State, Province and/or other municipal entities shall be remitted by Buyer directly to the appropriate authority.

CHANGES: Changes to order may be provided such changes are agreed to in writing by and between the Seller and Buyer. If any such change results in an increase or decrease in cost or the time required for performance of this transaction, an equitable adjustment shall be made in the contract price and/or delivery schedule.

TERMS OF MANUFACTURE: NEFCO will release the project to production when the following milestones have been met:

- Copies of the fully executed Purchase Order have been exchanged.
- The NEFCO submittal package has been approved by all required parties (buyer, engineer, owner, etc.)
- NEFCO has received a "Release to Production" notice from the contractor.

INVOICES: Invoices are issued on the date of shipment or notification of readiness to ship. Order may be split-shipped and invoiced proportionately. Quote provides for a maximum of two (2) shipment(s).

TERMS OF PAYMENT:

- 100% due 30 days from shipment; no discounts apply.
- Holdbacks or retention are not permitted.

BACKCHARGES: Under no circumstances will back charges be accepted without written authorization by Seller.

CANCELLATION: In the event of cancellation of all or part of any order, cancellation charges may apply. Engineering charges equal to fifteen percent (15%) of the purchase price shall be due if the order is cancelled prior to release for production. Once production begins, the full purchase price shall be due in full as all materials are custom.

SHIPMENT: Goods shall be delivered to the jobsite in closed trucks. FOB Destination. No storage fees are included.

INSPECTION: Buyer shall make necessary inspection of delivered Goods and notify Seller in writing within thirty (30) days of delivery to the jobsite of any missing or damaged parts.

WARRANTY: The standard manufacturer's warranty on defective materials or workmanship will apply to all Goods sold unless otherwise stated in this quotation. Items may be repaired or replaced at the Seller's discretion. The warranty applies only if the Items are installed, operated and maintained in accordance with Seller's recommendations. On request of Seller, the part claimed to be defective will be returned, transportation prepaid to the factory (as designated by the Seller), for inspection. Seller is not responsible for any costs incurred as a result of Goods failure.

SERVICES: Unless specifically stated to the contrary, no on-site services included.

DISPUTE RESOLUTION: Any dispute, claim or controversy arising out of or relating to this Agreement shall be determined by arbitration in Seller's jurisdiction.

PROPOSAL FORM

PROJECT IDENTIFICATION:

CITY OF WAUSAU

WASTEWATER TREATMENT FACILITY
IMPROVEMENTS PROJECT

LAUNDER COVER PROCUREMENT

WAUSAU, WISCONSIN

ARTICLE 1 – PROPOSAL RECIPIENT

1.01 This Proposal is submitted to:

City of Wausau, Wisconsin

1.01 The undersigned Proposer agrees, if this Proposal is accepted, to enter into an Agreement with Buyer in the form included in the Request for Proposal Documents to furnish the Goods and Special Services as specified or indicated in the Request for Proposal Documents for the prices and within the times indicated in this Proposal and in accordance with the other terms and conditions of the Request for Proposal Documents.

ARTICLE 2 – PROPOSER'S ACKNOWLEDGEMENTS

2.01 Proposer accepts all of the terms and conditions of the Proposal Invitation and Instructions to Proposers. Proposer has not added any conditions or qualifying statements to the Proposal. Proposer will sign and deliver the required number of counterparts of the Agreement with the Bonds, evidence of insurance coverage, and other documents required by the Request for Proposal Requirements.

2.02 Proposer accepts the provisions of the Agreement as to liquidated damages in the event of its failure to furnish the Goods and Special Services in accordance with the schedule set forth in the Agreement.

2.03 Proposer accepts the provisions of the Agreement as to the assignment of the Procurement Contract for furnishing Goods and Special Services.

ARTICLE 3 – PROPOSER'S REPRESENTATIONS

3.01 In submitting this Proposal, Proposer represents, as set forth in the Agreement, that:

A. Proposer has examined and carefully studied the Request for Proposal Documents, the other related data identified in the Proposal Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No. Addendum Date

- B. Proposer or their representatives have visited the Point of Destination to review the existing Secondaries (Secondary 1, Secondary 2, and Secondary 3) and obtain relevant field measurements before submitting a Proposal. Proposer acknowledges this visit below.

Date of Visit to Point of Destination January 2nd, 2020

- C. If specified, or if in Proposer's judgment, any local condition may affect cost, progress or the furnishing of Goods and Special Services, Proposer has visited the Point of Destination and become familiar with and is satisfied as to the local conditions that may affect cost, progress, or the furnishing of Goods and Special Services.
- D. Proposer is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and the furnishing of Goods and Special Services.
- E. Proposer has carefully studied and correlated the information known to Proposer, and information and observations obtained from Proposer's visits, if any, to the Point of Destination with the Request for Proposal Documents.
- F. Proposer has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Proposal Documents, and the written resolution thereof by Engineer is acceptable to Proposer.
- G. The Request for Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Proposal is submitted.
- H. Proposer further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any individual or entity to refrain from proposing; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over Buyer.

ARTICLE 4 – BASIS OF PROPOSAL

- 4.01 Proposer will furnish the Goods and Special Services in accordance with the Proposal Documents for the following price(s):

BASE PROPOSAL PRICE	\$ <u>110,450.00</u> (figures)
<u>One hundred Ten Thousand four hundred and fifty</u> (words)	Dollars

- 4.02 ALTERNATES: Proposer understands that including a separate price for each alternate is mandatory. Alternates are as described in Section 01230. Proposer will furnish the Goods and Special Services for each alternate in accordance with the Request for Proposal Documents for the following prices.

Alternate 1 Provide Launder Covers and Appurtenances for Secondary 4.

Add

forty five Thousand Three hundred & Sixty Dollars
(words)

\$ 45,360.00
(figures)

ARTICLE 5 – TIME OF COMPLETION

- 5.01 Proposer agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement.

ARTICLE 6 – ATTACHMENTS TO THIS PROPOSAL

- 6.01 None

ARTICLE 7 – DEFINED TERMS

- 7.01 The terms used in this Proposal have the meanings indicated in the General Conditions and the Supplementary Conditions. The significance of terms with initial capital letters is described in the General Conditions.

(continued on next page)

ARTICLE 8 – PROPOSAL SUBMITTAL

8.01 This Proposal submitted by:

If Proposer is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ E-mail: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ E-mail: _____

A Corporation

Corporation Name: NEFW SYSTEMS (SEAL)

State of Incorporation: Delaware

Type (General Business, Professional, Service, Limited Liability): General Business

By: [Signature]
(Signature – attach evidence of authority to sign)

Name (typed or printed): Gus Barbera

Title: Dir. of Sales & Engineering

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business Address: 8895 N. Military Trail, Bld C - Ste. 100, PBG, FL 33410

Phone No: 561 775 9303 E-mail: GUS@NEFCO.US

Date of Qualification to do business is July 1st, 2016

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ E-mail: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ E-mail: _____

Phone, E-mail, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Sworn and subscribed to before me this

____ day of _____, 20____.

Notary or other officer authorized to administer oaths

My commission expires: _____

END OF PROPOSAL FORM

AGREEMENT

THIS AGREEMENT is by and between _____
_____(hereinafter called Buyer)
and NEFCO SYSTEMS INC.
_____(hereinafter called Seller).

Buyer and Seller, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – GOODS AND SPECIAL SERVICES

- 1.01 Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Contract Documents.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Goods and Special Services to be furnished under the Procurement Contract Documents is generally described as procurement of launder covers for the wastewater treatment facility. The title of the Project is:

CITY OF WAUSAU

WASTEWATER TREATMENT FACILITY
IMPROVEMENTS PROJECT

LAUNDER COVER PROCUREMENT

WAUSAU, WISCONSIN

ARTICLE 3 – ENGINEER

- 3.01 The Proposal Contract Documents for the Goods and Special Services have been prepared by Donohue & Associates, Inc., who is hereinafter called Engineer and who is to act as Buyer's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Procurement Contract Documents in connection with Seller's furnishing of Goods and Special Services in accordance with the Procurement Contract Documents.

ARTICLE 4 – POINT OF DESTINATION

- 4.01 The place where the Goods are to be delivered is defined in the General Conditions as the Point of Destination and is designated as:

City of Wausau
Wastewater Treatment Facility
435 Adrian Street
Wausau, WI 54403

ARTICLE 5 – PROCUREMENT CONTRACT TIMES

- 5.01 Time of Essence

- A. All time limits for Milestones, if any, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Procurement Contract Documents, are of the essence of the Contract.
- B. All time limits for Milestones, if any, including the submittal of Shop Drawings, the delivery of Goods and the furnishing of Special Services is contingent upon Buyer issuing a Purchase Order within the time limits stated in the Instructions to Proposers.

5.02 Days for Submittal of Shop Drawings

- A. All Shop Drawings and Samples required by the Procurement Contract Documents will be submitted to Buyer for Engineer's review and approval within 30 days after the date when the Procurement Contract Times commence to run as provided in Paragraph 2.04 of the General Conditions.

5.03 Days for Delivery of Goods

- A. The Goods are to be delivered to the Point of Destination and ready for Buyer's receipt of delivery not later than 120 days after the date when the Procurement Contract Times commence to run as provided in Paragraph 2.04 of the General Conditions.

5.04 Days for Furnishing Special Services

- A. The days for furnishing of Special Services to Buyer will commence within 30 days after Engineer's written notice to Seller.

5.05 Final Inspection

- A. After all of the Goods have been incorporated by the construction contractor into the Wastewater Treatment Facility Improvements Project, tested in accordance with such testing requirements as are specified, and are functioning, as intended, Buyer or Engineer will make final inspection.

5.06 Liquidated Damages

- A. Buyer and Seller recognize that time is of the essence of this Agreement and that Buyer will suffer financial loss if the Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified in Paragraph 5.03 above, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions. The parties also recognize that the timely performance of services by others involved in the Project are materially dependent upon Seller's specific compliance with the requirements of Paragraph 5.03. Further, they recognize the delays, expense and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer the following amounts:

- 1. \$500 for each day that expires after the time specified in Paragraph 5.03 for delivery of acceptable Goods;

ARTICLE 6 – PROCUREMENT CONTRACT PRICE

- 6.01 Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Procurement Contract Documents as follows:

- A. A Lump Sum of \$ 110,450.00

- 6.02 Owner accepts/rejects the following alternates as described in Section 01230 and indicated on the Bid Form:

- A. Accept/Reject Alternate 1: Launder Covers for Secondary Clarifier 4.

ARTICLE 7 – PAYMENT PROCEDURES

7.01 Submittal and Processing of Payments.

- A. Seller shall submit Applications for Payment in accordance with Article 10 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

7.02 Progress Payments

- A. Buyer shall make progress payments on account of the Procurement Contract Price on the basis of Seller's Applications for Payment as follows:
 - 1. Upon receipt of the first Application for Payment submitted in accordance with Paragraph 10.01.A.1 of the General Conditions (after approved Shop Drawings) and accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.02.A of the General Conditions, an amount equal to 10 percent of the Procurement Contract Price, less such amounts as Engineer may determine in accordance with Paragraph 10.02.A.3 of the General Conditions.
 - 2. Upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 10.01.A.2 of the General Conditions (after receipt and acceptance of Goods), an amount sufficient to increase total payments to Seller to 80 percent of the Procurement Contract Price, less such amounts as Engineer may determine in accordance with Paragraph 10.02.A.3 of the General Conditions.

7.03 Final Payment

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment, Buyer shall pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

ARTICLE 8 – INTEREST

- 8.01 All monies not paid when due as provided in Article 10 of the General Conditions shall bear interest at the statutory rate.

ARTICLE 9 – SELLER'S REPRESENTATIONS

- 9.01 In order to induce Buyer to enter into this Agreement, Seller makes the following representations:

- A. Seller has examined and carefully studied the Procurement Contract Documents and the other related data identified in the Proposal Documents.
- B. If required by the Procurement Contract Documents to visit the Point of Destination and site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any local condition may affect cost, progress, or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, and the furnishing of the Goods and Special Services.

- C. Seller is familiar with and is satisfied as to all local federal, state and local Laws and Regulations that may affect cost, progress and the furnishing of the Goods and Special Services.
- D. Seller has carefully studied, considered, and correlated the information known to Seller; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Seller's visits, if any, to the Point of Destination and site where the Goods are to be installed or Services will be provided; and any reports and drawings identified in the Procurement Contract Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Procurement Contract Documents.
- E. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Contract Documents, and the written resolution thereof by Engineer is acceptable to Seller.
- F. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

ARTICLE 10 – PROCUREMENT CONTRACT DOCUMENTS

10.01 Contents

- A. The Procurement Contract Documents consist of the following:
 - 1. This Agreement (pages 00530-1 to 00530-7, inclusive);
 - 2. Performance Bond (4 pages);
 - 3. Payment Bond (3 pages);
 - 4. General Conditions (30 pages);
 - 5. Supplementary Conditions (pages 00800-1 to 00800-5, inclusive);
 - 6. Specifications as listed in the table of contents of the Project Manual;
 - 7. Addenda (numbers 1 to ____, inclusive);
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit A-1 to Agreement between Buyer and Seller dated ____, Assignment of Procurement Contract; Consent to Assignment; and Acceptance of Assignment;
 - b. Exhibit A-2 to Agreement between Buyer and Seller dated ____, Agreement to Assignment by Seller's Surety;
 - c. Seller's Proposal, solely as to the prices set forth therein (pages ____ to ____, inclusive);
 - d. Documentation submitted by Seller (pages ____ to ____, inclusive);
 - e. Purchase order from Buyer to Seller for furnishing of Shop Drawings.

9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed;
 - b. Change Orders;
 - c. Field Orders;
 - d. Work Change Directives;
 - e. Engineer's written interpretations and clarifications.
- B. The documents listed in paragraph 10.01.A. are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Procurement Contract Documents other than those listed above in this Article 10.
- D. The Procurement Contract Documents may only be amended or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 11 – MISCELLANEOUS

11.01 Defined Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

11.02 Assignment

- A. Buyer has the right to assign this Procurement Contract for furnishing Goods and Special Services, but only to a person or entity with sufficient ability to satisfy all of Buyer's obligations under this Contract, and Seller hereby consents to such assignment. Forms documenting the assignment of the Contract, and consent of Seller's surety to the assignment, have been executed by Buyer, Seller, and Seller's surety, and are attached as exhibits to this Agreement.
 1. The Procurement Contract will be executed in the name of Buyer initially and will be assigned to a construction contractor designated by Buyer. The assignment will occur on the effective date of the agreement between Buyer and the construction contractor. As of the date of acceptance of assignment by the construction contractor, all references in the Procurement Contract Documents to Buyer shall mean the designated construction contractor.
 2. The assignment of the Procurement Contract shall relieve Buyer from all further obligations and liabilities under the Procurement Contract. After assignment, Seller shall become a subcontractor or supplier to the assignee and, except as noted herein, all rights, duties, and obligations of Buyer under the Procurement Contract shall become the rights, duties and obligations of the assignee.
 3. After assignment:
 - a. All performances warranties and guarantees required by the Procurement Contract Documents will continue to run for the benefit of assignor and, in addition, for the benefit of the assignee. However, if assignor and assignee make the same warranty or guarantee claim, then Seller shall only be liable once for such claim.

b. Except as provided in this Paragraph 11.02.A.3.b, all rights, duties and obligations of Engineer to assignee and Seller under this Procurement Contract will cease.

- 1) Engineer will review Seller's Applications for Payment and make recommendations to assignee for payments as provided in Paragraphs 10.02 and 10.06 of the General Conditions.
- 2) Upon the written request of either the assignee or Seller, Engineer will issue with reasonable promptness such clarifications or interpretations of the Procurement Contract Documents pursuant to the terms of Paragraph 9.02.A of the General Conditions.

B. No other assignment by a party hereto of any rights under or interests in the Procurement Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound. Specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited 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 the Procurement Contract Documents.

11.03 Successors and Assigns

A. Buyer and Seller each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Procurement Contract Documents.

11.04 Severability

A. Any provision or part of the Procurement Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Buyer and Seller. The Procurement Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.05 Seller's Certifications

A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Contract. For the purposes of this Paragraph 11.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposal process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the proposal process or the execution of the Contract to the detriment of Buyer, (b) to establish Proposal or Contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Proposers, with or without the knowledge of Buyer, a purpose of which is to establish Proposal prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect the execution of the Contract.

IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement in triplicate. One counterpart each has been delivered to Buyer, Seller, and Engineer. All portions of the Procurement Contract Documents have been signed or identified by Buyer and Seller or on their behalf.

This Agreement is dated _____, 2019

Buyer:

City of Wausau, Wisconsin

By: _____
(signature)

(typed name and title)

Seller:

NEFCO SYSTEMS INC

By: _____
(signature)

Gus Barbera Dir. of Sales & Eng.
(typed name and title)

Address for giving notices:

Address for giving notices:

8875 N. Military Trail
Building C- Suite 100
Palm Beach Gardens, FL 33410

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: 561 775 9303 EXT. 207

Facsimile: 561 775 6043

EXHIBIT A-1 to Agreement Between Buyer and Seller Dated _____

ASSIGNMENT OF CONTRACT; CONSENT TO ASSIGNMENT; AND ACCEPTANCE OF ASSIGNMENT

This assignment will be effective on the Effective Date of the Agreement between Buyer and Construction Contractor.

The Contract between _____ ("Buyer") and
NEFCO SYSTEMS INC ("Seller")

for furnishing Goods and Special Services under the Procurement Contract Documents entitled Launder Cover Procurement, is hereby assigned, transferred, and set over to _____ ("Construction Contractor"). Construction Contractor shall be totally responsible for the performance of Seller and for the duties, rights and obligations of Buyer, not otherwise retained by Buyer, under the terms of the Contract between Buyer and Seller.

ASSIGNMENT DIRECTED BY:

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement.)

Buyer
By: _____
(Signature) (Title)

ASSIGNMENT
ACKNOWLEDGED AND ACCEPTED BY:

(If Seller is a corporation, attach evidence of authority to sign.)

NEFCO SYSTEMS INC

Seller
By: [Signature] Dir. of Sales & Eng.
(Signature) (Title)

ASSIGNMENT ACCEPTED BY:

(If Construction Contractor is a corporation, attach evidence of authority to sign.)

Construction Contractor
By: _____

EXHIBIT A-2 to Agreement Between Buyer and Seller Dated _____

AGREEMENT TO ASSIGNMENT BY SELLER'S SURETY

Surety hereby acknowledges and agrees that the Contract for furnishing Goods and Special Services under the Procurement Contract Documents entitled Launder Cover Procurement, by and between

_____ ("Buyer") and

_____ ("Seller")

may be assigned, transferred, and set over to _____ ("Construction Contractor"), in accordance with Paragraph 11.02 of Agreement between Buyer and Seller.

Surety further agrees that, upon assignment of the Contract, the Construction Contractor shall have all the rights of the Buyer under the Performance Bond.

(Corporate Seal)

Surety

Company: _____

By: _____

Signature and Title
(Attach Power of Attorney)

BOARD OF PUBLIC WORKS

Date of Meeting: January 14, 2020, at 10:30 a.m. in the Birch Room.

Members Present: Lindman, Jacobson, Groat

Also Present: Wesolowski, Niksich, Kujawa, Hanson

In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and received by the *Wausau Daily Herald* in the proper manner.

Approve minutes of the December 18, 2019 meeting

Lindman moved to approve the minutes of the December 18th meeting. Jacobson seconded and the motion passed.

Open proposals for Launder Cover procurement for the Wastewater Treatment Facility Improvements Project

Lindman stated the proposal will be opened and then considered by the Water Commission. The only proposal received was from NEFCO with the base amount of \$110,450 and alternate of \$45,360.

Make recommendation for the purchase of a service body with crane. (Proposals were opened December 10 and December 18, 2019.)

This item was taken out of agenda order.

Monroe Truck and Truck Utilities bid the same unit. Monroe submitted a price of \$75,664 and Truck Utilities submitted \$68,096. Monroe and Scaffidi work together. If the service body is purchased from Monroe, the chassis will come from Scaffidi. The Scaffidi unit will be available in April while the other unit would not be available for several months but at a lower cost. Jacobson asked how much longer before the lower cost unit would be available. Hanson replied the unit would be delivered in August or September. Overall it would cost about \$9,000 more if the unit available in April is approved. The current shop truck is failing quickly. While Hanson does not want to put a lot of money towards it, they can limp it along. Jacobson asked if repairs would cost as much as the difference between units and Hanson replied no. The shop truck shifter needs repair as it jumps out of gear and the body is rusty.

Lindman questioned if the existing truck would be placed on auction and Hanson confirmed. For a difference of \$9,000, Lindman would rather go with the lower cost unit.

Lindman moved to approve the unit from Truck Utilities in the amount of \$68,096. Groat seconded and the motion passed.

Make recommendation for the purchase of three regular cab 4x4 trucks. (Proposals were opened December 10, 2019.)

Hanson recommends the purchase from Kocourek. Lindman moved to approve the purchase from Kocourek in the amount of \$132,312. Groat seconded and the motion passed.

Make recommendation for the purchase of two dump bodies and hydraulics. (Proposals were opened December 10, 2019.)

Hanson stated Monroe submitted the lowest cost. All vendors had about the same delivery timeframe. Lindman moved to approve the purchase from Monroe in the amount of \$72,340. Groat seconded and the motion passed.

Discussion and possible action on Draw Request 11 in the amount of \$222,181.84 and Draw Request 12 in the amount of \$361,708.61 for Wausau Chemical pursuant to the interest free loan requirements outlined in the May 10, 2018 Purchase and Development Agreement

Groat explained that two draw requests were submitted but the City is only under obligation for \$222,181.84 as this would exhaust the amount of the grant available. Groat moved to approve Draw Request 11 in the amount of \$222,181.84 and not approve Draw Request 12. Lindman seconded and the motion passed.

Wausau Fire Station #2 – Construction Management: Miron Construction Co. Inc., Pay Estimate #6 and Pay Estimate #7

Kujawa is comfortable with both pay requests as submitted. Groat moved to approve Pay Estimate #6 in the amount of \$33,023 and Pay Estimate #7 in the amount of \$33,023. Lindman seconded and the motion passed.

Wausau Fire Station #2 – Building: Scherrer Construction, Pay Estimate #6 and Pay Estimate #7

Both pay requests were reviewed by Miron. Lindman moved to approve Pay Estimate #6 in the amount of \$326,451.27 and Pay Estimate #7 in the amount of \$135,647.40. Groat seconded and the motion passed.

Wausau Fire Station #2 – Electrical: PGA Inc., Pay Estimate #6 and Pay Estimate #7

Both pay requests were reviewed by Miron. Groat moved to approve Pay Estimate #6 in the amount of \$49,495 and Pay Estimate #7 in the amount of \$31,825. Lindman seconded and the motion passed.

Wausau Fire Station #2 – Fire Protection: Apex Fire Protection, Pay Estimate #2 and Pay Estimate #3

Both pay requests were reviewed by Miron. Lindman moved to approve Pay Estimate #2 in the amount of \$13,110 and Pay Estimate #3 in the amount of \$7,670.30. Groat seconded and the motion passed.

Wausau Fire Station #2 – Site: Sunrise Trucking & Excavating LLC, Pay Estimate #5 and Pay Estimate #6

Both pay requests were reviewed by Miron. Lindman moved to approve Pay Estimate #5 in the amount of \$140,419.97 and Pay Estimate #6 in the amount of \$2,850. Groat seconded and the motion passed.

Wausau Fire Station #2 – Plumbing: Stainless Specialists, Inc., Pay Estimate #5 and Pay Estimate #6

Groat moved to approve Pay Estimate #5 in the amount of \$35,686.75 and Pay Estimate #6 in the amount of \$35,150. Lindman seconded and the motion passed.

Wausau Fire Station #2 – HVAC: Stainless Specialists, Inc., Pay Estimate #5 and Pay Estimate #6

Lindman moved to approve Pay Estimate #5 in the amount of \$167,390 and Pay Estimate #6 in the amount of \$100,999.25. Groat seconded and the motion passed.

Wausau Police Evidence Building Project: S.D. Ellenbecker Inc., Pay Estimate #3

This pay request was reviewed by Marathon Technical Services. Lindman moved to approve Pay Estimate #3 in the amount of \$10,503.90. Groat seconded and the motion passed.

2019 Asphalt Paving Project B: American Asphalt of Wisconsin, Final Payment

Wesolowski indicated this pay request was reviewed by the project inspector and approval is recommended. Lindman moved to approve the final payment in the amount of \$17,515.09. Groat seconded and the motion passed.

2019 Concrete Pavement Repair Project: C.P.R. Inc., Final Payment

Per Wesolowski, this pay request was reviewed by the project inspector and approval is recommended. Lindman moved to approve the final payment in the amount of \$8,144.68. Groat seconded and the motion passed.

2019 Street Construction Project B: Jake's Excavating & Landscaping LLC, Change Order #5

Niksich stated two of the items on this change order were due to field adjustments needed because of unknown underground conditions. The other items on the change order are related to future utilities as it is cheaper to install conduit when everything was already dug up. Lindman moved to approve Change Order #5 in the amount of \$15,912.50. Groat seconded and the motion passed.

2019 Street Construction Project B: Jake's Excavating & Landscaping LLC, Pay Estimate #8

Niksich indicated this pay estimate includes payment of Change Order #5, work completed on 2nd Street and by the Fire Station, and reduces the retainage to \$5,000. The quantities were reviewed by the project inspector. Lindman moved to approve Pay Estimate #8 in the amount of \$74,864.13.

Thomas Street Construction Project Phase I: Haas Sons, Inc., Pay Estimate #11

Wesolowski explained that this pay estimate is for Change Order #6, which is related to the artificial turf. The turf was ordered by Revi but has not been installed. Wesolowski obtained a copy of the invoice and a picture showing the turf is on site waiting to be installed. This request is for the material with the installation costs to be paid later. Lindman moved to approve Pay Estimate #11 in the amount of \$44,878. Groat seconded and the motion passed.

Portland Cement Concrete License: Fahrner Asphalt Sealers, LLC

Jacobson moved to approve the subject license. Lindman seconded and the motion passed.

Bituminous Concrete Paving License: Fahrner Asphalt Sealers, LLC and American Asphalt of Wisconsin

Jacobson moved to approve both subject licenses. Groat seconded and the motion passed.

Lindman moved to adjourn the meeting. Seconded by Groat. Meeting adjourned at approximately 10:55 a.m.