



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, September 22, 2020.

AGENDA

1. Approve Minutes of August 4, 2020 Meeting.
2. Director's Report on Utility Operations
 - PFOA/PFAS Testing.
 - Wellhead Protection Plan.
 - Lead and Copper Sampling Results.
 - 2021 WDNR Private Lead Service Line Replacement Webinar.
 - Current LSL Grant Program Update.
 - DWTF Update.
 - Sewer Rate Fee Schedule.
 - Wastewater Met Permit Limits for August; Phosphorus Results Close to Limit.
 - Sludge Hauling is on Schedule.
 - New Hire for Sewer Maintainer and Remaining Open Vacancies.
 - CIPP Lining Project.
 - Sewer Backup on Imm Street.
 - Purchase of Magnetic Manhole Lifting Devices.
 - WSLH Covid Study Samples.
 - WWTF Update.
3. Discussion and Possible Action Creating an Administrative III Position within the Utility.
4. Discussion and Possible Action Approving the Water Distribution Supervisor and Senior Water Technician Job Classifications.
5. Discussion and Possible Action Establishing a Written Policy Manual for Streamlining Approvals.
6. Discussion and Possible Action Approving a Resolution to Apply for a WDNR SDW Principle Forgiveness Loan to Replace Private Side Lead Service Lines.
7. Discussion and Possible Action on Installation of Fiber Optic to the New DWTF as Proposed by CCITC.

Adjourn.

**Next meeting scheduled for October 6, 2020.*

THIS NOTICE POSTED AT CITY HALL AND EMAILED TO CITY PAGES AND DAILY HERALD: September 18, 2020 at 12:00pm.

Due to the COVID-19 pandemic, this meeting is being held in person and via teleconference. Members of the media and the public may attend in person, subject to the social distancing rules of maintaining at least 6 feet apart from other individuals, or by calling 1-408-418-9388. The Access Code is 146 259 1611 and the password is GPvAEWmb566. Individuals appearing in person will either be seated in the Council Chambers or an overflow room, subject to the social distancing rules. Space available will be on a first come, first served basis. All public participants' phones will be muted during the meeting. Members of the public who do not wish to appear in person may view the meeting live over the internet at <https://tinyurl.com/wausaucitycouncil> on the City of Wausau's YouTube Channel https://www.youtube.com/channel/UC-Nigpdco_i8sq5FbbJD_aw, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://waam.viebit.com>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail michelle.weasler@ci.wausau.wi.us with "Water Commission public comment" in the subject line prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Chair.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (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 the ADA Coordinator at (715) 261-6590 or ADAServices@ci.wausau.wi.us to discuss your

accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.



Minutes of August 4, 2020

A meeting of the Wausau Water Works Commission was called to order at 1:30 p.m. in City Hall on August 4, 2020. In compliance with Wisconsin Statutes, this meeting was posted and receipted for by the Wausau Daily Herald on July 31, 2020.

Members present: President Rosenberg, Commissioners Force, Robinson, Herbst, Gehin.

Others present: Eric Lindman, Dave Erickson, Scott Boers, Valerie Swanborg, MaryAnne Groat, Steve Opatik/Becher Hoppe, Tonia Westphal/Clark Dietz by WebEx, Deb Ryan/702 Elm Street.

1) Approve Minutes of July 7, 2020 Meeting.

Herbst moved to approve the minutes of the July 7, 2020 meeting. Seconded by Robinson. Motion carried 5-0.

2) Director's Report on Utility Operations.

Lindman advised that a question had come up in relation to borrowing versus the operating budget revenues, debt issuance and how we make those determinations. Finance is in attendance if anyone would like elaboration on that.

Gehin asked about the invite for the COVID Study. Is this influent or are we sampling effluent too? Erickson advised he believes it is just influent. The purpose of the test is looking for material that would indicate whether the virus was present, not whether it's active. It would be used to estimate or predict the amount of infection in the community and not whether or not the wastewater is hazardous and what safety precautions we might want to take. Gehin asked if they would be utilizing the normal influent container. Erickson believes they are composite samples and he's sure there will be a procedure but they don't have it yet. Gehin asked if the sample would be specific for that day and if so, are the containers sterilized for the next 24 hour composite. He didn't see this in their protocol. Erickson advised we would certainly get a protocol and procedures from them.

Robinson said there have been a number of studies where they have utilized wastewater as a precursor for the prevalence of COVID in the community that allows them to look at targeting of testing and other things.

Force asked about the Clark Dietz study on solar energy at the drinking water facility and if a proposal is forthcoming. Lindman responded yes and this was just to inform the commission that he does want to work with Clark Dietz because they already have all of the information regarding the power at the new plant. It seems reasonable to work with them because they have all of that information. Force asked what will happen to the proposal once one is put together. Lindman advised we'll bring it back to the commission for their review, hopefully in September and it would be their choice to move forward with it or not. Force asked if it would then need to go to council. Lindman responded it could. The commission has full authority to approve the contract but if they'd like, it could be moved on to council as well. Force stated he hopes that once we have a proposal that we would evaluate it not just on cost effectiveness. A lot of solar projects are abandoned because it doesn't work out within the normal standards of cost

effectiveness such as a return over 2-3 years. We should also take the environmental and community service aspect of solar power into account as we evaluate it.

Robinson asked what we expect the cost to be for the solar contract. Are we sole sourcing Clark Dietz and what is their background in this or are there other providers that could look at it as well? Lindman stated he thinks there are other engineering firms that could help us out with it too but the advantage of Clark Dietz is that they designed all of the power requirements for the drinking water treatment facility. He is not sure what size of a solar facility we would be designing. Anything over 20KW requires the engineer of record to sign off on the design. To work with an engineering firm that already has a full background in the design over the last couple of years is very beneficial to the utility. Robinson asked if the goal of the solar component is it to be self-sufficient or supplemental. Lindman advised it would be supplemental. We could design something huge but the payback to put it back on the grid through WPS is very low. The idea is to economically design a system that could supplement the power usage and for us to use everything that we generate. There might be times during low usage that we'd possibly put it back on the grid but the wholesale rate through WPS is poor. Robinson stated that this is an area of specific expertise. Do we have that expertise with Clark Dietz or given the unique nature of solar power generation, are there other firms that could give us more bang for the dollar. Lindman responded that Clark Dietz is currently working with other municipalities doing this same thing. Westphal spoke via WebEx, they have done over 100MW of solar projects with the largest being for DT Energy in Michigan. She can provide that information if it would make everyone feel more comfortable. Right now they are working on a handful of projects with the closest one in the state being Parkland College which is in design and construction at this time. Robinson asked if we have a procurement policy by which we move proposals forward. Lindman advised we do have a procurement policy but it allows us to sole source with sufficient justification. If the commission feels we should send out an RFP we can certainly do that. With our RFP's and professional services, we don't necessarily make decisions based on cost. That is usually a very low priority. Robinson asked what we are estimating the cost to be. Lindman responded he does not know and that would come from working through the proposal. Lindman advised that he brought this to them because he didn't want to move forward with the sole source for engineering without their feedback. Robinson expressed that it's hard as a commissioner to say yes we should move forward without having a concept of the cost. Lindman responded that if they are not willing to say that they support moving forward directly with Clark Dietz then they would do an RFP. He just didn't want to go through the process and have meetings with Clark Dietz alone if the commissioners weren't supportive of doing a sole source.

Rosenberg stated this might be an opportunity for us to look at the City's procurement policy to ensure that what we're doing jives with the will of the body. The cost is important but also some of the other criteria that we are judging this project on and making sure we have that fully outlined.

Robinson explained that his experience has been that there is always value in not only reviewing the proposal of the successful consultant but there are many times where there are valuable ideas floated by other people. While he understands Clark Dietz's relationship to the project, we are talking about a separate component that is unique to that component. He doesn't see that they are uniquely qualified to do it and there may be others with additional expertise.

Lindman advised if there's not a consensus then we will just move forward with an RFP. Waiting another month just puts us back. He'll work on putting together an RFP over the next month, put it out for a couple of weeks and see what type of interest we get.

Gehin questioned the DNR wastewater plant inspection and the most glaring issue was the influent not providing accurate information on the incoming flows. Erickson advised the issue that they had was with the effluent meter and how they calibrate it. It's difficult because they can only do it when the UV system lights are out or when the flows are low otherwise, the UV system requires it to be backed up to the extent where the effluent meter isn't useable. They wanted them to clarify the process that they use to do that. This issue will be resolved once the plant is upgraded.

Robinson asked Groat what the threshold is for borrowing versus a capital budgeted expense. Groat explained that we don't have a policy as far as the cost of a specific capital project before we can borrow for it. It's more about matching the life of the asset with debt retirements. We do not borrow for rolling stock, even for the utility. Typically we borrow for major improvements to the plant but also some of the main work and infrastructure work. Historically, they have been piggybacking off of the City's general

obligation capacity for the utility. A couple years ago, given all of our big economic development projects, we saw that we were going to potentially run tight in our general obligation capacity and we wanted to restrict that for city use, so we issued revenue bonds. There are 2 for both the water and sewer right now, an issue that we did in 2017 and again in 2019. Both are 20 year issues where we just have a flat principal/interest payment similar to a mortgage. In 2020, we wanted to issue some revenue bonds again for some capital projects as a means of trying to save on debt issuance. She has mentioned to our financial advisors to possibly look out over 2 years but only do one issuance. That is still being finalized and that would issue sometime in the third or fourth quarter. We would then reimburse ourselves for the funds we've expended this year and then have the balance to draw from in 2021. Robinson asked what the arbitrage requirements are now. Groat responded that it depends on how much we borrow but have to spend most of it within 2 years. With the low interest rates right now, it's difficult to get into an arbitrage situation. Robinson asked what the difference is in basis points between the revenue bond and the general obligation bond. Groat explained that the 20 year that they issued was about 2.5% over 2 years and when they did the fire station it was about 2.19%. Our financial advisor expects us to get under 1% for general obligation issues in 2020.

Director's Report placed on file.

3) Discussion and Possible Action Increasing the Grant Amount for Private Side LSL Replacement from \$3,000 to \$5,000.

Lindman stated with properties in the previous construction projects there is added cost for sidewalk and potential curb replacement that we normally wouldn't have with our reconstruction projects. There was consensus by the commission at the last meeting to increase the grant for those projects from \$3,000.00 to \$5,000.00.

Motion by Herbst to approve increasing the grant amount for previous construction projects from \$3,000.00 to \$5,000.00. Seconded by Gehin.

Force asked what the numbers are for previous construction projects. Boers advised we've paid out 2. We've had 47 people that have shown interest however, the cost has deterred a lot of people. There is about \$150,000.00 left of the grant. This would cover 25 projects. If we do increase the grant to \$5,000 we would go back and at least notify those people that showed interest and offer it on a first come first serve basis.

Gehin asked if there is anything other than the replacement of a sewer lateral that this grant would not cover. Boers advised it would cover everything besides sewer work since that cannot be covered with this grant.

Motion carries 5-0 to increase the grant amount from \$3,000.00 to \$5,000.00.

4) Discussion and Possible Action on Issuing Additional TDS Excavation Permits Prior to their Current Permits being Completed and Closed.

Lindman explained that TDS is in the city installing fiber lines. They've broken down the city into approximately 87 sections and 87 permits. The city requires an excavation permit for any work being done in the right of way by an outside entity. TDS currently has 16 crews working in various areas and they want to bring in another 4-6 crews. They would like an additional 6 permits however, they have not closed out the permits that they have. The problem on the utility side is the number of locates. If they don't close out a permit within 30 days, they need to request and pay for that permit again. They are on their 4th generation of permits because they are not completing those sections of city. Every time they reissue a permit, they call in a relocate and the utility crews have to go and relocate again. He's asking the commission to support not issuing additional permits until TDS closes some of the other permits they have outstanding. TDS is having issues getting materials in which is delaying their work but from the utility staffing standpoint, there is staff out doing nothing but locates and they have other work to do. Other locating services are working additional people and additional hours to get them done.

Robinson asked if they are providing us with a plan. Lindman advised they have an engineering reviews those prior to issuing permits, however, we still have to complete the locates. Robinson asked what mechanisms we have to make sure they are completing the work in a timely manner. Lindman advised that it's always been in our ordinance that when an excavation permit is issued, you have 30 days to complete the work and close the permit, however, the city has not always been good at enforcing it.

This year we have started enforcing that timeline. Some of the issues we have with these locates is that they request a 6 block locate but don't identify which side of the road it's on. We have the plans and it shows which side has been approved but when the subcontractors come in they decide to switch that and it causes issues and extra time. The only control that we have is the issuing of these permits.

Robinson asked if Lindman felt that limiting the scope of their work through permits is enforceable. Lindman advised it was enforceable. He hasn't spoken with the attorney office yet as far as action or forfeitures. We don't have the capability to watch them 24/7. Robinson asked if he's looking to cap the number of permits. Lindman advised that we won't issue anymore permits until one is closed out, they close one out and we will issue one more. Robinson asked if we have the authority to do that. Lindman responded that they have the authority to support it. If push comes to shove with TDS, they may be before the council requesting these permits. From a staffing level at the utility, if we aren't able to keep up we are liable if anything happens. We have 3 days to do locates or 24 hours if it's an emergency or relocate.

Deb Ryan/702 Elm St.

She has received calls that a number of neighbors did not receive any type of notification that TDS was coming in and has heard that it's happened in other areas of the city as well. She would suggest if the city is having these other issues that this should be brought up to them as well. Would this be the city's fault and is there miscommunication going on? Lindman advised their communication plan to the city was door hangers and mailings however, if Ryan has received recent complaints it needs to be reiterated.

Robinson asked what if we did a graduated permit fee. Lindman advised we could do that but that would affect individual residents as well and we don't want to do that. We can look at other permit options however, he doesn't think that will happen in time to rectify our current issues with TDS.

Rosenberg asked if we could issue permits differently whether it be a business or private individual. Lindman responded that they had talked about issuing different permits based on the type of work. There is definitely room for improvement within the code and it could be beneficial for the city.

Motion by Force that we not issue any new permits to TDS until existing permits are completed, they close one and we will issue one. Seconded by Gehin. Motion carries 5-0.

5) Discussion and Possible Action on the WWTF Compliance Maintenance Annual Report (CMAR).

Lindman advised that annually we provide the CMAR to the state. Erickson prepares it with the information he has down at the wastewater facility. Erickson stated that part of it is a self-evaluation and part of it the computer plugs some numbers in for us. It was pretty harsh on us for the BOD results. He believes in January and February we should have passed because our average was 30 and the limit was 30 but if there was a rounding of the number, the computer failed us. The CMAR is sort of a self-evaluation so we can determine where we have issues and begin to address them. The BOD is what he's specifically talking about and that's under the effluent quality. There's an issue called nitrification where we want the wastewater system to break down ammonia to nitrogen and when that doesn't happen, it happens in the lab when we do the BOD test and it skews the BOD results. It's not exceeding the BOD limit we are required to comply with but on the other hand, the BOD is still absorbing oxygen. We had a problem in January because the weather was particularly cold and when the temperature of the wastewater gets low it's hard to keep these nitrifying bacteria going. Once you lose them it's hard to get it reestablished. We were fighting that through April. In addition, in March and April we had some pretty big storms that flushed through the plant so we lost some of our solids causing us to have some spikes in BOD. We ended up with 4 months that failed the BOD limit resulting in a failing grade. We understand the problem and haven't had a problem within this last year. The new plant will have several things that will help us control this better. We'll have a new final clarifier that will give us another 33% of capacity and a better system of controlling what is going on in the aeration tanks. We also failed one month for phosphorous control due to the failure of the alum pump and it caused a high spike for a short period of time, the rest of the year we did fine. This is the report for 2019. For 2020 he has a feeling we will fail the section that refers to having adequate staffing

but we're working on that.

Gehin stated 30 is the limit, what computer makes the distinction that it's over 30. Erickson advised our limit is 30, not 30.0. So when we get 30.4 the computer just compares it to 30 and does not round down. It's kind of splitting hairs but we don't want to be that close to the limit anyway. Gehin asked if it's the DNR computer. Erickson advised yes although he doesn't see it as a big deal because we shouldn't be that close to the limit.

Force asked Erickson to summarize what we will have at the upgraded plant that will prevent these BOD excursions. Erickson responded the new facility will have an anoxic zone prior to the aeration basins and we will have better control over PH and other parameters. There will also be more aeration tanks which will be much more beneficial for nitrification. We will also have another final clarifier.

Force asked what the ramifications are with this report. Erickson advised nothing happens. It's more about not hiding things from the commission. This is to point out issues and to work together to take care of them.

Motion by Gehin to pass this on to council. Seconded by Herbst. Motion carries 5-0.

6) Discussion and Possible Action on Replacing the Utility Resource Manager Position with an Administrative Assistant III Position.

Rosenberg advised that this item has been pulled from the agenda as there are more internal discussions that need to take place. We will revisit at a later date.

7) Discussion and Possible Action on Adopting a Policy for Utility Employees who have their CDL Suspended.

Rosenberg advised that this item has been pulled from the agenda as there are more internal discussions that need to take place. We will revisit at a later date.

8) Discussion and Possible Action on the Conservation Campaign Branding Proposal.

Force advised that they met with a local advertising agency called G. Morty & The Makers. They've done some quality work for the Marathon County Solid Waste commission and Monk Gardens. The proposal received totals \$4,500.00. The estimate is broken out into various steps in the process of completing the final project.

Motion by Force to go forward with approving this proposal for \$4,500.00. Seconded by Gehin.

Robinson brought information regarding a rain barrel programs in other communities. Force agreed that while he can see this as being part of the program it is a separate piece because of the funding and management of the program. He would like to concentrate on the homeowner portion of the program right now. They also discussed having this available in multilingual versions.

Motion carries 5-0.

9) Discussion and Possible Action on Implementing a Forfeiture/Citation for Unauthorized use of a Fire Hydrant.

Lindman advised we've had TDS subcontractors and other contractors in the city pull water off of our hydrants without permission. We have an ordinance in place, section 13.52.040: Use of hydrants for construction that requires permission from the Director before they can use a hydrant. There are procedures that they have to follow and a fee as well. At this point we don't have a fine for unauthorized use. Every time they hook to a hydrant there is potential for contamination. He feels within the ordinance we should include a fine. There are water stations where they can get water and recommends a fine of \$500.00-\$750.00. Robinson agrees but would like to also include that in the event they do cause cross contamination that they are responsible for 100% of the costs associated with that.

Motion by Robinson to modify the ordinance to include a monetary fine of \$750.00 as well as a liability associated with cross contamination issues. Seconded by Gehin.

Gehin asked if the water is metered. Boers advised we do have a meter with an RPZ. We got rid of the construction meters because they were no longer legal with lead limits and contractors would ride around with them in their trucks with no use. The utility will set the RPZ meter when absolutely necessary otherwise we require contractors to get their water from one of the bulk stations. Another issue is that our hydrants open backwards and it can cause twisted or broken shafts.

Motion carried 5-0.

Gehin asked to go back to agenda item #7. Is it fair to assume that someone has an issue with their CDL and is the employee on the payroll? Lindman responded yes and right now the city does not have a policy. It's in our best interest to have a policy and we need to have some more discussions internally.

Robinson expressed his concern of delegating this to the Director of Public Works rather than Human Resources and secondly, the Utility is part of the City and we would want to make sure that any policy we have is consistent across all departments.

Adjourn.

There being no further business to discuss, motion was made by Gehin to adjourn the meeting. Seconded by Robinson.



September 22, 2020

MEMORANDUM

TO: President Rosenberg
Commissioner Herbst
Commissioner Force
Commissioner Gehin
Commissioner Robinson

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

SUBJECT: Director's Report – August 2020

- Update on PFOA/PFOS: In the fall of 2019 we received a letter, along with about 150 other wastewater facilities, asking us to consider PFAS testing of our wastewater. Currently there is no standard test method for testing PFOA/PFOS in wastewater. The DOD has done this in the past and they have a method for testing and there is other methods as well, all of which can give significant different results. Staff recommended to the Commission, and the Commission agreed, to not test until there is a standard test method established by the WDNR. One of the approaches staff is working on is approaching each of our monitored customers (commercial/industrial) and request them to provide us information on any PFOA/PFOS they are using in their processes, we know there are no manufacturers of these products on our system.

The drinking water has been tested in the past, 2015 (treated drinking water) and 2019 (raw water). The results for each sampling event are attached. The USEPA advisory standard is 70 ppt for drinking water and the WDNR has proposed to implement a limit of 20 ppt for drinking water. Single PFOA or PFOS at 20 ppt is not an issues, combined PFOA and PFOS at 20 ppt may need to be managed. The WDNR has not set any limits yet but it is something we are continuing to monitor.

PFOA/PFOS continues to get a lot of attention and there are many webinars related to the subject and how municipalities are to manage any exceedances. There are still many unknowns with these compounds and the water/sewer utility will continue to monitor any new requests and/or regulations from the USEPA and WDNR.

WATER DIVISION

1. There has been discussion at the MPO related to a regional or cooperative approach to establishing a wellhead protection plan. The City has a Wellhead Protection Ordinance in place but this is

different than a Wellhead Protection Plan. A Plan is a full report detailing out aquifer information, the impacts of each well on the aquifer and outlines the risks for the water supply and ways to mitigate the risks.

Currently the Utility does not have a Plan in place. It would be beneficial to work towards implementing a formal Wellhead Protection Plan. We are currently working with the USEPA to remove Well 3 from the treatment facility by 2022 which will be significant related to a proposed Plan as this is the only well on the East side of the river for the City. The plan could also include information on proposed future wells and establish projections of how future wells would impact our current infrastructure, this is a very good long range planning tool for the Utility. Depending on the level of detail these Plans can range from \$60k to \$200k or more depending on the level of field work and analysis.

2. Lead and copper sampling took place the first half of July. Analysis of the thirty samples resulted in a 90th percentile for lead of 2.1 ug/l and a 90th percentile for copper of 11 ug/l. Action levels for the current standard are 15 ug/l for lead and 1300 ug/l for copper.
3. Staff has attended an informational webinar for the new 2021 WDNR Private Lead Service Line Replacement Program earlier this month. We are now working on application and ranking submittals. Complete information for the program can be found on the WDNR site at: <https://dnr.wisconsin.gov/aid/documents/EIF/privateLSLreplacementFundingProgram.html>
4. Current LSL Grant Program update will be provided at meeting.
5. Update on DWTF from Becher Hoppe. Construction of the Drinking Water Treatment Facility is progressing on schedule. Miron has constructed most of the basement walls and tanks in the north side of the building. Shoring is in place and the first floor pours will be completed the week of September 21st. JF Ahern, the mechanical contractor, and Van Ert electric have mobilized to the site and are installing piping and electrical conduit in the floors and walls. Site grading is mostly complete, topsoil has been placed on back slopes and ditches and seeded with temporary seed. The large pile of waste asphalt and concrete has been crushed into recycled base course. This material is used on the paved areas of the site and the remainder will be used when for road repairs when crews fix water main breaks. The contractors will now begin constructing the footings and floors for the south end of the plant and continue wall construction.

WASTEWATER DIVISION

1. Staff is working on establishing a fee schedule for sewer rates. Currently the sewer rates are established in the ordinance and each time they are adjusted the ordinance needs to be changed through resolution. Based on the City Ordinance the Commission has full authority to set sewer rates for the utility. The ordinance is proposed to be revised to reference a fee schedule of the sewer rates to eliminate the need for ordinance revisions through council resolution each time there are rate changes. I would also propose that the ordinance establish a public hearing related to each proposed sewer rate increase and the results would be presented to the Commission for their review prior to making any final decisions. The proposed ordinance changes will be prepared for the commission's review along with a draft resolution to the City Council at a future meeting.

Just to be sure all Commissioners are aware, the PSC sets the water rates for the utility and these rates are established in our ordinance by reference.

2. The Waste Water Treatment Facility has met permit limits for the month of August. The total phosphorus limit is a monthly average of 1.0 mg/l and we were a fraction of a percent below that for the month. We are again monitoring the phosphorus results closely for September. Part of our problem is related to our efforts to coordinate the sludge dewatering schedule with the construction.
3. The flip side of the phosphorus issue is that we are ahead of schedule with our sludge hauling operation. We have been trying to draw down the sludge levels in the digesters and, with the dry weather, have been able to haul the sludge out to farm fields.
4. Steve Celona started on August 10th as our newest Sewer Maintainer. We very much appreciate having him on-board as we still have three open positions to fill. Interviews for those positions are scheduled for September 21st.
5. Hydro Clean has completed most of the CIPP lining project. They need to finish up a few details and provide the video documentation before final payment.
6. A sewer backup complaint was received on August 9th which turned out to be caused by a collapse of the interceptor line at the end of Imm Street. Wastewater employees worked through the night to set up and monitor backup pumps and Haas Construction made temporary repairs the following day. The manhole and immediate affected pipes were replaced on August 24th. Additional work needs to be done as the concrete has deteriorated due to hydrogen sulfide damage. We are reviewing the condition of the remaining pipeline and preparing an RFP to clean and televise the pipeline, potentially all the way from Sherman Street to the waste water plant.
7. The utility purchased two magnetic manhole lifting devices to reduce the potential for back injuries. Half of the cost is eligible for reimbursement from CVMIC.
8. We have started collecting and submitting samples for the WSLH covid study. The state lab provided the sampling protocols, containers, and shipping.
9. Update on WWTF. See attached update from Donohue.

Sample: 843977 EPTDS from 300 Collected: 02/16/15 Analyzed: 02/23/15 - Analytes: 6

ANALYTE NAME	RESULT	UNITS	DIL	MRL	MCL	Note
perfluorobutanesulfonic acid (PFBS)	ND	ug/L	1	0.090		
perfluoroheptanoic acid (PFHpA)	ND	ug/L	1	0.010		
perfluorohexanesulfonic acid (PFHxS)	ND	ug/L	1	0.030		
perfluorooctanoic acid (PFOA)	ND	ug/L	1	0.020		
perfluorononanoic acid (PFNA)	ND	ug/L	1	0.020		
perfluorooctanesulfonic acid (PFOS)	ND	ug/L	1	0.040		
C13-PFHxA (SURR)	91.617%					S
C13-PFDA (SURR)	81.319%					S

NOTES APPLICABLE TO THIS ANALYSIS:
S = This compound is a surrogate used to evaluate the quality control of a method.

ANALYTICAL RESULTS: Perfluorinated Chemicals by EPA 537 Rev 1.1 Safe Drinking Water Analysis

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Customer: Wausau Waterworks NLS Project: 321644**Project Description: PFOA/PFAS/VOC****Project Title: PWS#73701023****Template: 537PPT Printed: 06/06/2019 17:32**

Sample: 1122080 Well #3 Collected: 05/17/19 Analyzed: 05/30/19 - Analytes: 12

ANALYTE NAME	RESULT	UNITS WWB	DIL	LOD	LOQ	MCL	Note
perfluorobutanesulfonic acid (PFBS)	ND	ppt	1	6.6	21		
perfluorohexanoic acid (PFHxA)	[3.02]	ppt	1	1.3	4.0		J
perfluoroheptanoic acid (PFHpA)	2.77	ppt	1	0.80	2.6		
perfluorohexanesulfonic acid (PFHxS)	ND	ppt	1	2.8	8.8		
perfluorooctanoic acid (PFOA)	9.82	ppt	1	1.2	3.9		
perfluorononanoic acid (PFNA)	ND	ppt	1	1.5	4.9		
perfluorooctanesulfonic acid (PFOS)	15.1	ppt	1	1.7	5.3		
perfluorodecanoic acid (PFDA)	[0.90]	ppt	1	0.90	2.7		J
perfluoroundecanoic acid (PFUnA)	ND	ppt	1	1.0	3.0		
perfluorododecanoic acid (PFDoA)	ND	ppt	1	1.9	6.1		
perfluorotridecanoic acid (PFTrDA)	ND	ppt	1	3.2	10		
perfluorotetradecanoic acid (PFTA)	ND	ppt	1	2.8	8.9		
C13-PFHxA (SURR)	49.575%		1				SR S
C13-PFDA (SURR)	96.49%		1				S

NOTES APPLICABLE TO THIS ANALYSIS:

J = Result enclosed in brackets is between LOD and LOQ, a region of less certain quantitation.

S = This compound is a surrogate used to evaluate the quality control of a method.

SR = Surrogate recovery was outside QC limits.

C13-PFHxA recovered below QC limits.

Sample: 1122081 Well #9 Collected: 05/17/19 Analyzed: 05/30/19 - Analytes: 12

ANALYTE NAME	RESULT	UNITS WWB	DIL	LOD	LOQ	MCL	Note
perfluorobutanesulfonic acid (PFBS)	ND	ppt	1	6.6	21		
perfluorohexanoic acid (PFHxA)	[2.4]	ppt	1	1.3	4.0		J
perfluoroheptanoic acid (PFHpA)	[1.5]	ppt	1	0.80	2.6		J
perfluorohexanesulfonic acid (PFHxS)	[3.98]	ppt	1	2.8	8.8		J
perfluorooctanoic acid (PFOA)	9.36	ppt	1	1.2	3.9		
perfluorononanoic acid (PFNA)	ND	ppt	1	1.5	4.9		
perfluorooctanesulfonic acid (PFOS)	8.65	ppt	1	1.7	5.3		
perfluorodecanoic acid (PFDA)	ND	ppt	1	0.90	2.7		
perfluoroundecanoic acid (PFUnA)	ND	ppt	1	1.0	3.0		
perfluorododecanoic acid (PFDoA)	ND	ppt	1	1.9	6.1		
perfluorotridecanoic acid (PFTrDA)	ND	ppt	1	3.2	10		
perfluorotetradecanoic acid (PFTA)	ND	ppt	1	2.8	8.9		
C13-PFHxA (SURR)	52.464%		1				SR S
C13-PFDA (SURR)	93.205%		1				S

NOTES APPLICABLE TO THIS ANALYSIS:

J = Result enclosed in brackets is between LOD and LOQ, a region of less certain quantitation.

S = This compound is a surrogate used to evaluate the quality control of a method.

SR = Surrogate recovery was outside QC limits.

C13-PFHxA recovered below QC limits.

The PFOA branch isotope peak is included in the PFOA calculation per EPA directive.

ANALYTICAL RESULTS: Perfluorinated Chemicals by EPA 537 Rev 1.1 Safe Drinking Water Analysis

Page 2 of 3

Customer: Wausau Waterworks NLS Project: 321644

Project Description: PFOA/PFAS/VOC

Project Title: PWS#73701023

Template: 537PPT Printed: 06/06/2019 17:32

Sample: 1122082 Well #11 Collected: 05/17/19 Analyzed: 05/30/19 - Analytes: 12

ANALYTE NAME	RESULT	UNITS WWB	DIL	LOD	LOQ	MCL	Note
perfluorobutanesulfonic acid (PFBS)	ND	ppt	1	6.6	21		
perfluorohexanoic acid (PFHxA)	[3.77]	ppt	1	1.3	4.0		J
perfluoroheptanoic acid (PFHpA)	4.62	ppt	1	0.80	2.6		
perfluorohexanesulfonic acid (PFHxS)	ND	ppt	1	2.8	8.8		
perfluorooctanoic acid (PFOA)	14.4	ppt	1	1.2	3.9		
perfluorononanoic acid (PFNA)	ND	ppt	1	1.5	4.9		
perfluorooctanesulfonic acid (PFOS)	8.65	ppt	1	1.7	5.3		
perfluorodecanoic acid (PFDA)	ND	ppt	1	0.90	2.7		
perfluoroundecanoic acid (PFUnA)	ND	ppt	1	1.0	3.0		
perfluorododecanoic acid (PFDoA)	ND	ppt	1	1.9	6.1		
perfluorotridecanoic acid (PFTrDA)	ND	ppt	1	3.2	10		
perfluorotetradecanoic acid (PFTA)	ND	ppt	1	2.8	8.9		
C13-PFHxA (SURR)	54.43%		1				SR S
C13-PFDA (SURR)	100.411%		1				S

NOTES APPLICABLE TO THIS ANALYSIS:

J = Result enclosed in brackets is between LOD and LOQ, a region of less certain quantitation.

S = This compound is a surrogate used to evaluate the quality control of a method.

SR = Surrogate recovery was outside QC limits.

C13-PFHxA recovered below QC limits.

Sample: 1122083 Well #7 Collected: 05/17/19 Analyzed: 05/30/19 - Analytes: 12

ANALYTE NAME	RESULT	UNITS WWB	DIL	LOD	LOQ	MCL	Note
perfluorobutanesulfonic acid (PFBS)	ND	ppt	1	6.6	21		
perfluorohexanoic acid (PFHxA)	[3.39]	ppt	1	1.3	4.0		J
perfluoroheptanoic acid (PFHpA)	3.76	ppt	1	0.80	2.6		
perfluorohexanesulfonic acid (PFHxS)	ND	ppt	1	2.8	8.8		
perfluorooctanoic acid (PFOA)	11.5	ppt	1	1.2	3.9		
perfluorononanoic acid (PFNA)	ND	ppt	1	1.5	4.9		
perfluorooctanesulfonic acid (PFOS)	14.3	ppt	1	1.7	5.3		
perfluorodecanoic acid (PFDA)	ND	ppt	1	0.90	2.7		
perfluoroundecanoic acid (PFUnA)	ND	ppt	1	1.0	3.0		
perfluorododecanoic acid (PFDoA)	ND	ppt	1	1.9	6.1		
perfluorotridecanoic acid (PFTrDA)	ND	ppt	1	3.2	10		
perfluorotetradecanoic acid (PFTA)	ND	ppt	1	2.8	8.9		
C13-PFHxA (SURR)	49.319%		1				SR S
C13-PFDA (SURR)	93.454%		1				S

NOTES APPLICABLE TO THIS ANALYSIS:

J = Result enclosed in brackets is between LOD and LOQ, a region of less certain quantitation.

S = This compound is a surrogate used to evaluate the quality control of a method.

SR = Surrogate recovery was outside QC limits.

C13-PFHxA recovered below QC limits.

ANALYTICAL RESULTS: Perfluorinated Chemicals by EPA 537 Rev 1.1 Safe Drinking Water Analysis

Page 3 of 3

Customer: Wausau Waterworks NLS Project: 321644

Project Description: PFOA/PFAS/VOC

Project Title: PWS#73701023

Template: 537PPT Printed: 06/06/2019 17:32

Sample: 1122084 Well #10 Collected: 05/17/19 Analyzed: 05/30/19 - Analytes: 12

ANALYTE NAME	RESULT	UNITS WWB	DIL	LOD	LOQ	MCL	Note
perfluorobutanesulfonic acid (PFBS)	ND	ppt	1	6.6	21		
perfluorohexanoic acid (PFHxA)	4.64	ppt	1	1.3	4.0		
perfluoroheptanoic acid (PFHpA)	5.39	ppt	1	0.80	2.6		
perfluorohexanesulfonic acid (PFHxS)	ND	ppt	1	2.8	8.8		
perfluorooctanoic acid (PFOA)	14.1	ppt	1	1.2	3.9		
perfluorononanoic acid (PFNA)	ND	ppt	1	1.5	4.9		
perfluorooctanesulfonic acid (PFOS)	12.6	ppt	1	1.7	5.3		
perfluorodecanoic acid (PFDA)	ND	ppt	1	0.90	2.7		
perfluoroundecanoic acid (PFUnA)	ND	ppt	1	1.0	3.0		
perfluorododecanoic acid (PFDoA)	ND	ppt	1	1.9	6.1		
perfluorotridecanoic acid (PFTrDA)	ND	ppt	1	3.2	10		
perfluorotetradecanoic acid (PFTA)	ND	ppt	1	2.8	8.9		
C13-PFHxA (SURR)	54.313%		1				SR S
C13-PFDA (SURR)	99.78%		1				S

NOTES APPLICABLE TO THIS ANALYSIS:

S = This compound is a surrogate used to evaluate the quality control of a method.

SR = Surrogate recovery was outside QC limits.

C13-PFHxA recovered below QC limits.

Sample: 1122085 Well #6 Collected: 05/17/19 Analyzed: 05/30/19 - Analytes: 12

ANALYTE NAME	RESULT	UNITS WWB	DIL	LOD	LOQ	MCL	Note
perfluorobutanesulfonic acid (PFBS)	ND	ppt	1	6.6	21		
perfluorohexanoic acid (PFHxA)	[3.33]	ppt	1	1.3	4.0		J
perfluoroheptanoic acid (PFHpA)	3.35	ppt	1	0.80	2.6		
perfluorohexanesulfonic acid (PFHxS)	[3.4]	ppt	1	2.8	8.8		J
perfluorooctanoic acid (PFOA)	13.4	ppt	1	1.2	3.9		
perfluorononanoic acid (PFNA)	ND	ppt	1	1.5	4.9		
perfluorooctanesulfonic acid (PFOS)	14.1	ppt	1	1.7	5.3		
perfluorodecanoic acid (PFDA)	ND	ppt	1	0.90	2.7		
perfluoroundecanoic acid (PFUnA)	ND	ppt	1	1.0	3.0		
perfluorododecanoic acid (PFDoA)	ND	ppt	1	1.9	6.1		
perfluorotridecanoic acid (PFTrDA)	ND	ppt	1	3.2	10		
perfluorotetradecanoic acid (PFTA)	ND	ppt	1	2.8	8.9		
C13-PFHxA (SURR)	52.711%		1				SR S
C13-PFDA (SURR)	96.266%		1				S

NOTES APPLICABLE TO THIS ANALYSIS:

J = Result enclosed in brackets is between LOD and LOQ, a region of less certain quantitation.

S = This compound is a surrogate used to evaluate the quality control of a method.

SR = Surrogate recovery was outside QC limits.

C13-PFHxA recovered below QC limits.



Notice: An overflow is defined as a release of wastewater from a sewage collection system (SSO) or from a location within a sewage treatment facility (TFO) other than a permitted outfall structure, directly to a water of the state or land surface. Pursuant to s. 283.55(1)(dm), Wis. Stats., s. NR 210.21(4)(5)(6) Wis. Adm. Code and in accordance with reporting requirements in your WPDES permit, permittees shall submit a written report form for each overflow. This record is used to administer the water quality program, and any personally identifiable information may be provided to requesters as required under the Wisconsin Open Records law (ss. 19.31–19.39, Wis. Stats.).

Use one form per SSO location. Submit within five calendar days to your Department wastewater representative. Attach additional information as necessary to explain or document each overflow occurrence. A single SSO may be more than one day if the circumstance causing the overflow results in discharge duration more than 24 hours. If there is a stop and restart of the overflow within 24 hours, but it's caused by the same circumstances, report it as one SSO. If the discharges are separated by more than 24 hours, they should be reported as separate SSOs.

Notifications

Department Notification

Permittee (Municipality or Facility Name)

Wausau Water Works

Permit No.

WI 0025739

Person Who Contacted the DNR

David Erickson, Wastewater Superintendent

DNR Person Contacted

Nicholas Lindstrom

Date (mm/dd/yyyy)

08/10/2020

Time of Day

☒ am
☐ pm

Within 24 hours?

☒ Yes ☐ No

Public Notification

Date (mm/dd/yyyy)

08/14/2020

How the Public was Notified

City of Wausau website

Describe the actual or potential for human exposure or contact with overflowing wastewater

Potential exposure to wastewater exposed in "sinkhole" during the time of the event

Other Notifications (if applicable)

Drinking Water Intake Owner

Date (mm/dd/yyyy)

Regional Wastewater Treatment Facility

Date (mm/dd/yyyy)

(Satellite collection permittees are required to submit a copy of this report to the regional plant to which they discharge.)

Wet Weather Information (if applicable)

Was this overflow wet weather related? ☐ Yes ☒ No (skip this section)

Rainfall Start:

Date (mm/dd/yyyy)

Start Time

☐ am ☐ pm

Rainfall Amount _____ inches

Rainfall End:

Date (mm/dd/yyyy)

End Time

☐ am ☐ pm

Contributing Soil or Other Conditions (saturated, frozen, soil type, snowmelt, etc.):

Overflow Details

Location (Street Address)

750 Imm Street, Wausau, WI

Location (GPS coordinates, WGS84
standard coordinate system)

Latitude: 44.94075
(e.g. 43.075350)

Longitude: -89.64535
(e.g. -89.379770)

Overflow Start:

08/09/2020

Date (mm/dd/yyyy)

10:00

Start Time

☐ am ☒ pm

14 hours

Unknown

gallons

Overflow End:

08/10/2020

Date (mm/dd/yyyy)

12:00

End Time

☐ am ☒ pm

Duration

Volume

Cause: (select all that apply)

- ☐ Rain ☐ Plugged Pipe
☐ Snow Melt ☒ Broken Pipe
☐ Flooding ☐ Equipment Failure
☐ Power Outage ☐ Contractor Related
☐ Other—Explain: _____

Overflow Occurred From: (select only one)

- ☐ Lift Station – Name: _____
☐ Manhole – MH#: _____
☒ Gravity Sewer Pipe
☐ Pressure Sewer Pipe (Forcemain)
☐ River or Stream Crossing – Select one: ☐ Forcemain ☐ Siphon
☐ Permanent Overflow Structure
☐ Treatment Plant Unit or Pipe: _____
☐ Other: _____

**Sanitary Sewage Overflow
Notification Summary Report**

Form 3400-184 (R 7/17)

Page 2 of 2

Destination: (select all that apply)

☐ Ditch — Name of surface water it drains to: _____

☐ Storm sewer — Name of surface water it goes to: _____

☐ Surface water — Name of waterbody: _____

☒ Ground — Seeps into soil: _____

☐ Other — Describe: _____

Overflow Explanation (This includes any information, whether the overflow was unavoidable to prevent loss of life, personal injury, or severe property damage and whether there were feasible alternatives to the overflow.)

A section of the 30" diameter sewer main collapsed allowing sand and gravel to enter the pipe and wastewater to seep into the ground. The break occurred in an unpaved area creating a sinkhole that was partially full of water. When the bypass pumping caught up to the point that the upstream pipe was no longer surcharged, it also drained the sinkhole. The pipe was about 16' below grade so the excavation to repair the pipe was fairly large.

Immediate Corrective Action and Steps Taken to Reduce this Overflow Volume and Impacts

Pumps were set up to bypass the affected area. A contractor excavated to remove the broken pipe and assess the extent of the problem. The pipe was replaced and a new manhole structure was ordered.

Long Term Plan to Reduce, Eliminate, Prevent Reoccurrence of this Overflow

The pipe failure and damage to the manhole structure appears to be from hydrogen sulfide. The existing manhole and failed pipe sections will be replaced with corrosion resistant concrete sections. The remaining pipe will be assessed and a plan prepared to replace or line the damaged pipe.

Building Backups

Number of building backups occurring during this time in Area of Overflow: 3

Locations of Building Backups: 757 Imm Street, 707 Flieth Street, 715 Flieth Street
(list each one)

Certification

Authorized Representative Name	Authorized Representative Title
David Erickson	Wastewater Superintendent
Email Address	Phone Number
dave.erickson@cu.wausau.wi.us	715 261-6941

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature of Authorized Representative

Signed Date (mm/dd/yyyy)

Note: Submit this form to your DNR wastewater representative. Permittees who are required to submit monthly Discharge Monitoring Reports (DMRs) shall report this overflow on the DMR.

**DNR Follow-Up Action
(DNR Use Only)**

Office of the Mayor
Katie Rosenberg



TEL: (715) 261-6800
FAX: (715) 261-6808

PRESS RELEASE

For Immediate Release
August 14, 2020

Contact: Eric Lindman, 715-261-6745

Notice from the City Wastewater Treatment Plant

On the evening of Sunday August 9, 2020 the Wastewater Treatment Plant received a report of sewage backing up in a resident's basement in the 700 block of Imm Street. It was determined that a short section of a major sewer main had collapsed causing the backup. The City sewer maintenance crew worked through the night setting up bypass pumps, and a contractor started excavating the following day to complete temporary repairs. A permanent repair will be made in the coming weeks and the remaining pipeline will be assessed to identify other potential problem areas.

The City appreciates the patience and cooperation of citizens affected by the noise and mess, and we want to assure our residents that we are committed to maintaining our critical infrastructure.









Project Status Report

Wastewater Treatment Facility Improvements Project – Engineer During Construction

City of Wausau, Wisconsin

Donohue Project Number 13229

Period | August 9 – September 5, 2020

Invoice 39

Engineer Activities This Period

- Construction administration services related to technical review of contractor shop drawings, responding to contract interpretation questions (RFIs), initiating requests for proposals (RFPs), attending weekly and monthly construction progress meetings, processing Change Order 1 to the contract, and contractor monthly payment requests.
- Began full-time on-site resident engineering services.
- Prepared and submitted Clean Water Fund disbursement request and provided CWF administration.
- Prepared a draft of Change Order 2 which reconciled pre-contract award value engineering cost reduction recommendations proposed by the Contractor. Reviewed the draft with the Owner, and incorporating revisions based on their requested changes.
- Prepared Request for Proposals and Work Change Directives for unforeseen and change of conditions.
- Currently addressing the matter of the historical landfill contents that were discovered during the excavation for the new Structure 770. Contacted the WDNR for guidance in the disposal of the excavated material being identified as historical landfill.
- Held combined Application Engineering Kick-off meeting for both the WWTF and DWTF where initial concepts were discussed. Subsequent workshops will follow.

Engineer Near-Term Activities

- As the project proceeds, the engineer will continue to provide construction administration services including the technical review of shop drawings, responding to RFIs, preparing RFPs, attending weekly and monthly construction progress meetings, processing change orders, reviewing contractor payment requests, and providing full-time on-site resident engineering services.
- Finalize aforementioned Change Order 2.

Contractor Progress to Date

- The Notice to Proceed with Construction was issued to the Contractor on June 18, 2020 and established the final completion date as June 3, 2023.
- Construction on the improvements to the Wastewater Treatment Facility (WWTF) began on July 6, 2020.

Project Status Report

Wastewater Treatment Facility Improvements Project – Engineer During Construction

City of Wausau, Wisconsin

Donohue Project Number 13229

Period | August 9 – September 5, 2020

Invoice 39

- Structure 100 (Main Building): demolition on the interior gravity thickener was begun by R-Industries and August Winters is prepping for the installation and rerouting of the storm water/roof drain system within the structure.
- Structure 120 (Administration Building) has all of the footing and foundation work completed by Miron Construction. August Winter & Sons (mechanical subcontractor) has placed the below grade sanitary piping and Van Ert (electrical subcontractor) has been working on the below slab electrical conduit runs. Miron's masons have started on the concrete masonry walls along the south and east portions of the structure.
- Structure 404 (Junction Structure): Footing and form work has started with the final wall and tie-in to the primary effluent channel Structure 350 to be completed. The 36-inch bypass line has also been installed.
- Structure 610 (Chemical Building): Miron has completed the footing and foundation wall work. Van Ert has started some of the conduit work and August Winter & Sons has placed the below grade sanitary and storm lines. Integrity has connected the sanitary line for the structure to the new 8-inch diameter deep sanitary line that runs east of Structure 760 (Biosolids Storage).
- The small manhole/vault structure between Structure 510 and Structure 520 has had the footing poured with the walls and pipe sleeve yet to be completed.
- Some demolition has occurred within the tunnel on the old gravity thickener lines that tied into the existing 48-inch effluent line.
- Construction progress photographs are located at the end of this progress report.

Construction Schedule

- The Contractor has developed a detailed construction schedule that defines a timeline for the orderly completion of the work and a breakdown by structure of the work to be done in the various work areas. We are presently reviewing the timeline and work tasks against the various constraints identified in the project manual to confirm that the contractor has adequately addressed them and accounted for shutdown time limits.

Project Status Report



Wastewater Treatment Facility Improvements Project – Engineer During Construction

City of Wausau, Wisconsin

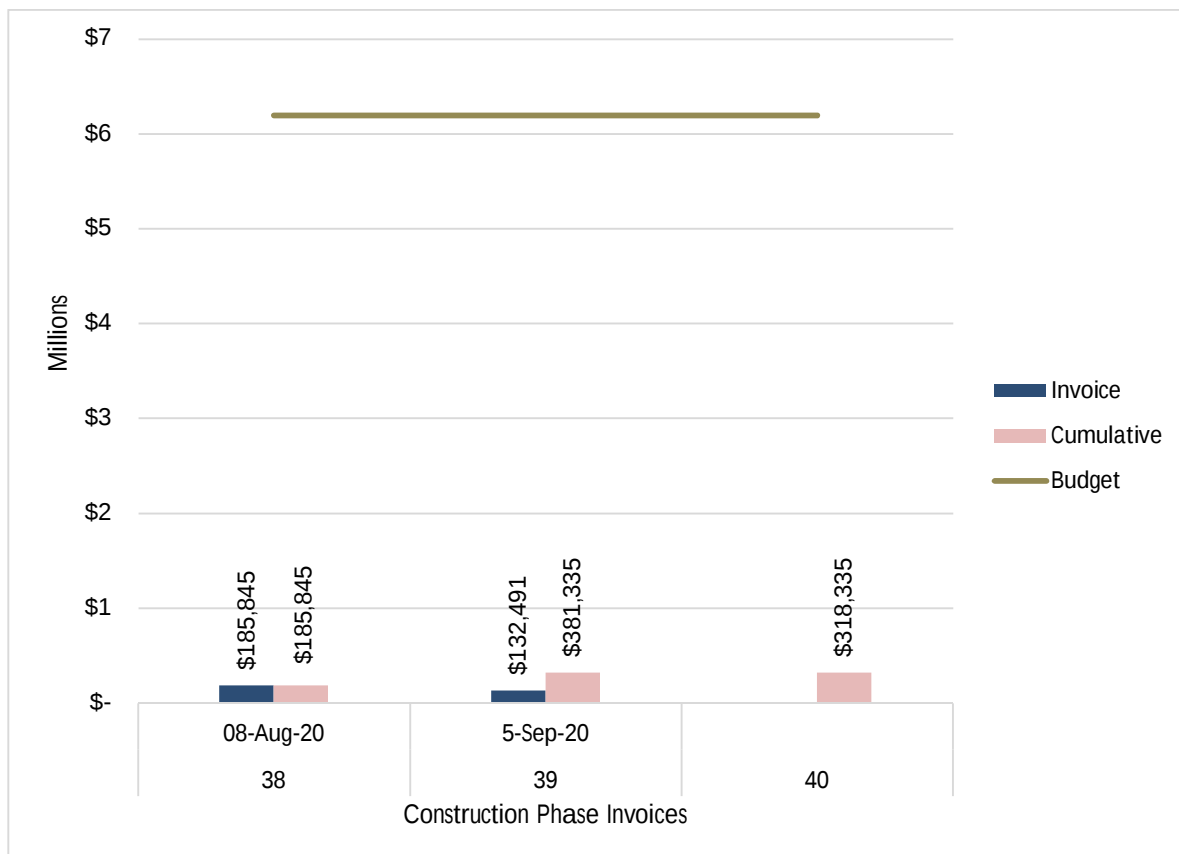
Donohue Project Number 13229

Period | August 9 – September 5, 2020

Invoice 39

Project Related Budget Snapshot

Construction Engineering Budget



Project Status Report



Wastewater Treatment Facility Improvements Project – Engineer During Construction

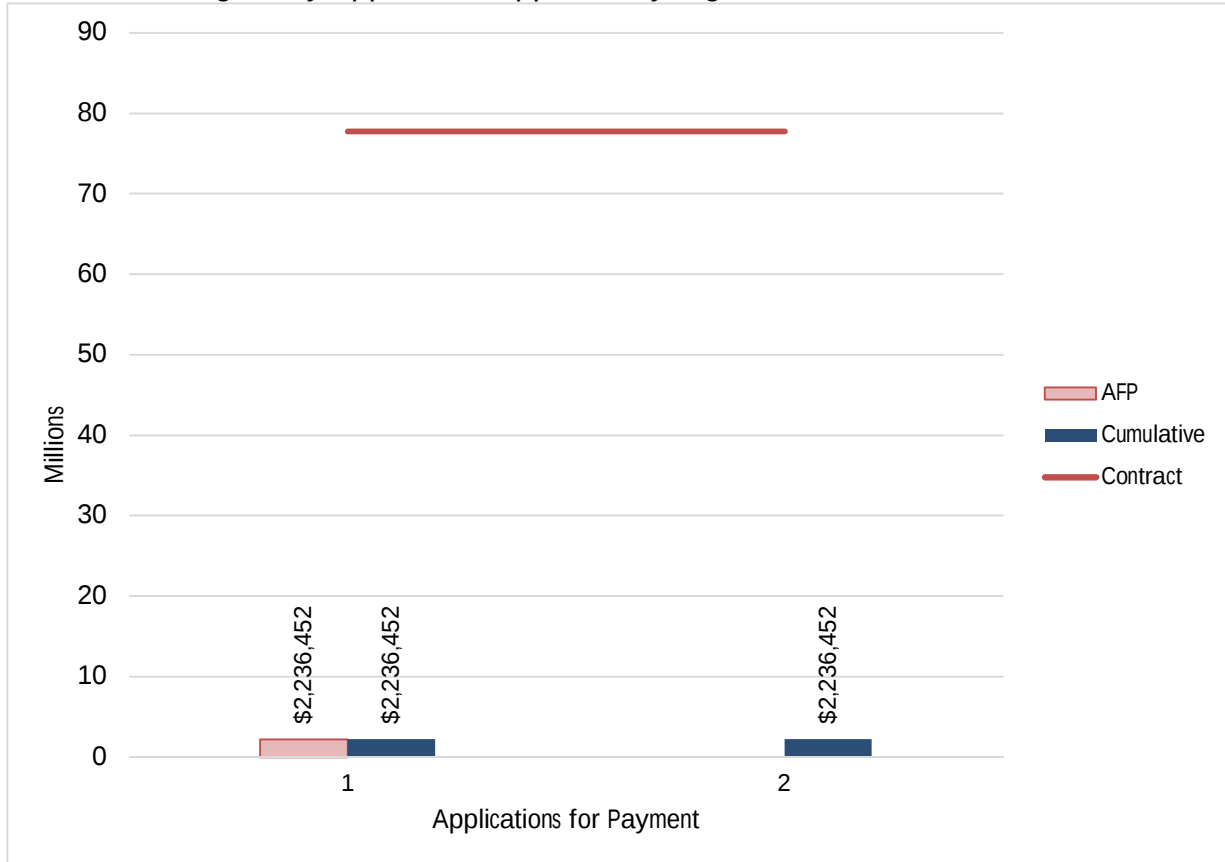
City of Wausau, Wisconsin

Donohue Project Number 13229

Period | August 9 – September 5, 2020

Invoice 39

Construction Budget: Pay Applications Approved by Engineer



Budget Notes:

1. No budget issues at this time.

Remarks

1. None.

Project Status Report



Wastewater Treatment Facility Improvements Project – Engineer During Construction

City of Wausau, Wisconsin

Donohue Project Number 13229

Period | August 9 – September 5, 2020

Invoice 39

Construction Photographs



Demolition on center platform of existing gravity thickener.



South concrete masonry unit wall of Structure 120 (Administration Building), with the start of the east wall.

Project Status Report



Wastewater Treatment Facility Improvements Project – Engineer During Construction

City of Wausau, Wisconsin

Donohue Project Number 13229

Period | August 9 – September 5, 2020

Invoice 39



Structure 120 (Administration Building) below slab sanitary piping and electrical conduit.



Structure 770 (Solids Building) excavation, existing dewatering well system and demolition of manhole structure.

Project Status Report



Wastewater Treatment Facility Improvements Project – Engineer During Construction

City of Wausau, Wisconsin

Donohue Project Number 13229

Period | August 9 – September 5, 2020

Invoice 39



Structure 404 (Junction Structure) with Structure 350 (PE Channel) about to be tied into it.



36" Bypass line exiting the west side of Structure 404 (Junction Structure).

Project Status Report

Wastewater Treatment Facility Improvements Project – Engineer During Construction

City of Wausau, Wisconsin

Donohue Project Number 13229

Period | August 9 – September 5, 2020

Invoice 39



Pipe sleeve for small manhole/vault structure between Structures 510 and 520 (Secondary Clarifiers).



Removal of Gravity Thickener line in Tunnel that was tied into the 48" Effluent Line.

Wausau Water Works Commission

September 22, 2020

Agenda Item
Discussion and Possible Action Increasing the Water Department Staffing Levels by 1 FTE Administrative Assistant III.
Background
The Director of Public Works created a job description for administrative work in the Water department, largely drawing administrative duties from the vacant Utility Resource Manager position. This job description was classified using the Decision Band Method, and has been classified by the Human Resources Department as an Administrative Assistant III position (salary grade 19, \$19.67-\$27.54).
Fiscal Impact
Because this is the creation of a new position, the entire salary and benefits consists of fiscal impact. Anticipated salary ranges from \$40,927-\$57,297.
Staff Recommendation
Approve the addition of an Administrative Assistant III position (SG19) to the Water Department staffing levels.
Staff contact: Toni Vanderboom (715-261-6634) and Eric Lindman (715-261-6745)



JOB DESCRIPTION

Administrative Assistant III-Water

Job Title:	Administrative Assistant III	Reports To:	Water Superintendent
Department:	Public Works & Utilities	FLSA Status:	Non Exempt
Division:	Water	EEO Code:	6-Administrative Support
Salary Grade:	19	Occupational Code:	0007
Employee Group:	General Employee	Training Category:	D-Staff
Created:	August 2020	Last Revision:	

This description is not an announcement of a position opening. To view current openings please visit www.ci.wausau.wi.us. The following statements are intended to describe, in broad terms, the general functions and responsibility levels characteristic of positions assigned to this classification. They should not be viewed as an exhaustive list of the specific duties and prerequisites applicable to individual positions that have been so classified.

Purpose of the Position

Perform specialized administrative work of considerable responsibility and complexity. Responsible for handling correspondence and manage routine and detail work.

Essential Duties and Responsibilities

1. Performs administrative duties for department superintendent and other management staff including a wide variety of general and complex administrative and office management duties; works with professionals requiring knowledge of programs and policies; responds to inquiries for information from other departments, the public, and other public agencies.
2. Perform all work involved in maintaining complex administrative procedures, usually involving the steps of obtaining information, recording, indexing, and cross indexing such information, giving out and providing information to interested parties, following up or making initial contact with both the user or the provider of the information used in the procedure.
3. Prepares meeting agendas and supporting materials; attends meetings; records, transcribes and distributes minutes; prepares resolutions and ordinances from committee action; conducts follow-up assignments as necessary.
4. Assists in developing, coordinating, and monitoring the Utility operational and capital budgets; provides responsible budget preparation, analysis and monitoring support.
5. Administers contract documents for public construction projects and professional services. Secures wage rates, schedules bid openings, processes contract payment and change orders, monitors construction budgets.
6. Develops office procedures, routines and filing systems as necessary; assesses efficiency of utility procedures and recommends changes to management.
7. Receive, document, research, and resolve customer issues and problems.
8. Responsible for maintaining department records, bookkeeping and other financial operating and control procedures.
9. Composes and types public service bulletins, memos, letters, routine correspondence, and other documents from handwritten copy, shorthand notes, and dictation. Proofreads and edits all materials to assure proper layout, correct grammar, spelling, punctuation, composition, and inclusion of all pertinent information.

10. Schedules appointments and meetings; screens incoming calls, processes incoming and outgoing mail, visitors, and other requests; provides detailed information on each department of City service or process and answers questions; directs questions to other appropriate staff when necessary; updates department's website.
11. Gathers and compiles information and produces reports relating to the work area involved, using complex software reporting programs.
12. Create new Job Cost work orders for supervisory staff.
13. Service Requests Entry
14. Produce material specifications for inventory and release quotes for competitive bids from a variety of vendors. Assist with the production and release of quotes/RFP's
15. Accounts Payable and Purchase Orders
16. Maintain Injury and accident reports, forward them to HR
17. Maintain employee files and training records, coordinates employee training
18. Maintain petty cash and bulk water accounts
19. Serve as the utility cell service representative, monitor accounts and provide procurement and coordination as necessary
20. Maintains all meter records, complies with WPSC, WDNR and US EPA records requirements
21. Maintains labor and inventory records
22. Assists with and keeps records for cross connection, lead and copper and private well inspection programs mandated by Wisconsin Department of Natural Resources.
23. Communicates with the general public, other City employees, vendors, management, contractors, and public officials providing technical information related to Wausau Water Works policy and procedures.
24. Plans, writes and design the Utility newsletter and regulatory notifications. Takes photos and maintains files to chronicle utility events, activities and services; activities and services; promotes a positive image of the Utility.
25. Perform related work as required.

Additional Duties and Responsibilities

- May be responsible for departmental purchasing procedures and maintaining departmental purchasing files.
- Responsible for maintaining departmental files, records, office supplies, and inventory.
- Backup –Payroll entry and Meter reading software.
- Backup for Utility Billing Coordinator.
- Perform various duties and special projects as assigned.

Education and Experience Requirements

Associate's Degree in Administrative Assistant, accounting or directly related field with three to four years increasingly responsible administrative experience; or any combination of experience and training which provides the knowledge, skills and abilities to perform the job.

Knowledge, Skills and Abilities

Advance level – MS Word, and PowerPoint

Intermediate level - Excel

The employee must be able to utilize other software specific to job and departmental functions.

- Ability to analyze and categorize data and information in order to determine the relationship of the data with reference to established criteria/standards.
- Ability to classify, compute and tabulate data and information, following a prescribed plan requiring the exercise of some judgment.
- Ability to compare, count, differentiates measure and sort information.
- Ability to assemble, copy, record and transcribe data and information.
- Ability to utilize a wide variety of descriptive data and information, such as regulations, non-routine correspondence, billing statements, invoices, purchase orders, payroll records, time sheets, schedules and calendars, meeting agendas and minutes, training records, a variety of departmental statistical and narrative reports, computer software operating manuals, directories, policy and procedure manuals, ordinances, contracts and general operating manuals.
- Ability to communicate effectively orally and in writing with Department personnel, City committee members, the general public, county personnel, and other City Department personnel.
- Ability to add and subtract, multiply and divide, and calculate percentages, fractions, and decimals.
- Ability to use functional reasoning in and independently apply rational judgment in performing diversified work activities.
- Ability to exercise the judgment, decisiveness and creativity in situations involving a variety of pre-defined duties subject to frequent change.
- Ability to operate office equipment and machinery requiring simple but continuous adjustments, such as computer keyboard/terminal, calculator, multi-line telephone, photocopier, fax machine and computer printer.
- Ability to coordinate eyes, hands, feet and limbs in performing skilled movements such as rapid keyboard use.
- Ability to exert very moderate physical effort in sedentary to light work, typically involving some combination of stooping, kneeling, crouching, crawling, lifting, carrying, pushing, and pulling.
- Strong numerical ability
- Good listening and communication skills
- Customer service oriented – friendly and personable
- Ability to handle difficult customers
- Accuracy and attention to detail
- Honesty and integrity
- Willing to work in a team environment
- Stress tolerant – ability to handle heavy work volume

Physical and Working Environment

Normal office working conditions within minimal exposure to disagreeable elements and workplace hazards.

Normal mental and visual attention is required. Minimal physical demands include the ability to lift and carry 20 lbs. and the ability to push and pull up to 50 lbs.

Acknowledgement

All requirements of the described position are subject to change over time. The employee may be required to perform other duties as requested by the City.

Signature of Department Director: _____ Date: _____

I acknowledge that this job description is neither an employment contract nor a legal document. I have received, read, and understand the expectations for the successful performance of this job.

Printed Name: _____ Signature: _____ Date: _____

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Wausau Water Works Commission

April 7, 2020

Agenda Item
Discussion and Possible Action Creating the Position of Water Distribution Supervisor.
Background
The Director of Public Works has been updating the Utility's organizational chart. Among the recommended organizational changes is creating and classifying the Water Distribution Supervisor position. This position would perform tasks that require operational decision making such as determining and prioritizing work assignments, establishing work and project priorities, supervising water maintenance crews and evaluating employee performance.
Fiscal Impact
As a newly created position, the entire salary plus benefits are included in the fiscal impact.
Staff Recommendation
Based on a review of the new job description, including an impartial review from Gallagher and Associates, this position would be classified into Salary Grade 17 (\$47,264-\$66,170).
Staff contact: Eric Lindman (715-261-6745) and Toni Vanderboom (715-261-6634)



JOB DESCRIPTION

Water Distribution Supervisor

Job Title:	Water Distribution Supervisor	Reports To:	Water Operations Superintendent
Department:	DPW & Utilities	FLSA Status:	Exempt
Division:	Water	EEO Code:	07-Skilled Craft Workers
Salary Grade:	TBD	Occupational Code:	3237
Employee Group:	General Employee	Training Category:	E-Specialized
Created:		Last Revision:	August 25, 2020

This description is not an announcement of a position opening. To view current openings please visit www.ci.wausau.wi.us. The following statements are intended to describe, in broad terms, the general functions and responsibility levels characteristic of positions assigned to this classification. They should not be viewed as an exhaustive list of the specific duties and prerequisites applicable to individual positions that have been so classified.

Purpose of the Position

The Water Distribution Supervisor manages/schedules all work for the water distribution maintenance and repair activities. The position supervises the Water Distribution Maintainers and manages work of outside contractors.

Essential Duties and Responsibilities

1. Supervises and directs staff work assignments by priority and reviews completed work including employee evaluations, discipline and recommendations following the City of Wausau's policies and procedures.
2. Train employees in operation and maintenance of the distribution system, including flow tests on the distribution system, calibrate flow models and flow testing while following the City's policies with an emphasis on safety.
3. Directs the coordination of City construction projects as they relate to the water distribution system including coordination of schedule with private contractors.
4. Review and approve employee time sheets and signs off on vacation or absence of requests.
5. Supervises distribution operations with a focus on Safety, Efficiency and Effectiveness for both employees and customers.
6. Write construction specifications, review material submittals and determine materials used for the system.
7. Responsible under the procurement policy for ordering supplies and materials needed to complete task including inventory control.
8. Manage construction contracts and make recommendations for payments and change orders.
9. Communicates with the general public, other City employees, vendors, management, contractors, and public officials providing technical information related to Wausau Water Works policy and procedures.
10. Serves as the Diggers Hotline contact and delegates and monitors municipal response including coordination with other utilities.
11. Assists Superintendent with daily operation of wells, water treatment and booster system including storage.
12. Manage and write Federal and State funding grants and ensure all regulations are followed.
13. Responsible for customer complaints and service requests ensuring they are addressed in a timely manner.

14. Responsible for reviewing new development plans and current design plans for both residential and non-residential and make recommendations as to the distribution system capabilities and suggestions for replacement.
15. Assigns and directs work for the utilities Water Meter Program. Assists with program inventory and record keeping.
16. Works with Engineering and GIS divisions to coordinate future water main and lateral replacement. Reviews project plans to verify the best interests of the department and that of the city are being met. Updates ARC-GIS data by editing mapping.
17. Maintain bulk water sales operations and assist with record keeping.
18. Reviews the needs of the water distribution shop equipment including recommending needed repairs and inspecting work of sub-contractors, if required.
19. Monitor system water loss and keep operational records required by WDNR, WPSC and EPA. Assist Water Operations Superintendent and Finance Department with compliance reporting.
20. Reports for duty in emergency situations.
21. Foster a productive and collaborative work environment by coordinating work efforts with other City departments and employees.
22. Ability to problem solve, communicate effectively and maintain effective working relationships.
23. Preparing Requests for Proposals related to professional services including writing the call for proposals and vetting and reviewing the responses.

Additional Duties and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

- Attends planning/development meetings as requested by the Director to provide insight related to the distribution system on proposed development or city expansion.
- Performs duties of the Water Superintendent in his/her absence.
- Performs other tasks and projects as assigned by the Water Superintendent or his/her designee.

Education and Experience Requirements

High school diploma or equivalent and six to eight years' experience in water main construction or repair or completion of an approved training period or any equivalent combination of experience and training which provides the knowledge, skills and abilities to perform the job. Two to four years' experience reading and interpreting utility design plans and knowledge of working with and managing water distribution installation.

Necessary Requirement:

- Possession of a valid Wisconsin Driver's license (CDL).
- Must be certified by the State of Wisconsin for Ground Water & Distribution.

Knowledge, Skills and Abilities

- Knowledge of safe and efficient operation of conventional and specialized large and small vehicles and construction equipment typically used in Utility operations.
- Ability to counsel, mediate and/or provide first line supervision. Ability to persuade, convinces, and trains others. Ability to advise and provide interpretation regarding the application of policies, procedures and standards to specific situations.
- Ability to utilize a variety of advisory data and information such as meter reading records, job tickets, vehicle maintenance reports, invoices, time sheets, blueprints, maps, distribution system maintenance records, AWWA standards, technical operating manuals, computer software operating manuals, construction plans, municipal codes, procedures, guidelines and non-routine correspondence.

- Ability to communicate effectively with utility personnel, customers and City personnel.
- Ability to add and subtract, multiply and divide, and calculate percentages, fractions, and decimals.
- Knowledge of the proper methods, tools, materials and equipment used for the repair and maintenance of water distribution systems, street pavements and sewer structures.
- Availability to be on 24 hour call and respond to emergencies. Must be able to report to job within a reasonable time in such instances.
- Must be able to frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds.
- Ability to interpret design plans and specifications.

Physical and Working Environment

Employee performs standard activities requiring physical effort. The duties of the job include physical activities such as stooping, kneeling, standing, walking, lifting (lift and carry objects weighing 60 pounds or less, and push or pull objects weighing up to 100 pounds), fingering, grasping, talking, hearing/listening (perceiving sounds in order to understand signals such as spoken directions, warning alarms, or requests for information), seeing/observing, bending/twisting (of the neck, back, or torso in order to reach, lift, tend machines, move materials, etc.), reaching (extending the hands or arms in any direction in order to push, pull, or grasp an object or control), feeling (using the sense of touch in fingers, hands, or other body parts to sense the position or quality of objects) and climbing (ascending or descending steps, stairs, ladders, scaffolding, or machines). Specific vision abilities required include close, distance, and peripheral vision; depth perception; the ability to adjust focus; and distinguish objects clearly at 20 inches or less with glasses, if needed.

The employee may be exposed to disagreeable elements of high and low outdoor temperatures. The employee may be exposed to repetitive activities; intense or continuous noise; dirty environment; improper illumination; chemical hazards, and air contamination. The use of personal protection equipment (PPE) may be required, as there is significant exposure to hazards and conditions where there is a possible danger to life, health, or bodily injury, which may include mechanical, electrical, air contaminations, and heights. May be required to work in a physically confined worksite with cramped, small or restricted workplace making it difficult to stand, sit, or walk

Moderate exposure to environmental conditions that impact physical comfort such as poor ventilation and temperature extremes. May require specialized clothing or use of common personal protective equipment. Damage to clothing possible. Frequent travel.

Close mental and visual attention is continuously required. Moderate physical demands typically found in trades work with moderate exposure to workplace hazards. Requires regular lifting, bending, twisting, turning, and use of power equipment.

Acknowledgement

All requirements of the described position are subject to change over time. The employee may be required to perform other duties as requested by the City.

Signature of Department Director: _____ Date: _____

I acknowledge that this job description is neither an employment contract nor a legal document. I have received, read, and understand the expectations for the successful performance of this job.

Printed Name: _____ Signature: _____ Date: _____

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Wausau Water Works Commission

September 22, 2020

Agenda Item
Discussion and Possible Action Creating a Senior Water Plant Technician position.
Background
The Director of Public Works has been updating the Utility's organizational chart. Among the recommended organizational changes is the creation of a Senior Water Plant Technician position. The Senior Water Plant Technician position will serve as a lead worker for the Water Plant operations team, mainly focused on maintenance and plant processes.
Fiscal Impact
As a newly created position, the entire salary plus benefits are included in the fiscal impact.
Staff Recommendation
Based on a review of the new job description, including an impartial review from Gallagher and Associates, this position would be reclassified into Salary Grade 17 (\$47,264-\$66,170).
Staff contact: Eric Lindman (715-261-6745) and Toni Vanderboom (715-261-6634)



JOB DESCRIPTION

Senior Water Plant Operations Technician

Job Title:	Senior Water Plant Operations Technician	Reports To:	Water Superintendent
Department:	Public Works & Utilities	FLSA Status:	Non Exempt
Division:	Wausau Water Works	EEO Code:	8-Service-Maintenance
Salary Grade:	17	Occupational Code:	3220
Employee Group:	General Employee	Training Category:	E-Specialized
Created:		Last Revision:	April 2014

This description is not an announcement of a position opening. To view current openings please visit www.ci.wausau.wi.us. The following statements are intended to describe, in broad terms, the general functions and responsibility levels characteristic of positions assigned to this classification. They should not be viewed as an exhaustive list of the specific duties and prerequisites applicable to individual positions that have been so classified.

Purpose of the Position

Provides services to the City of Wausau's water plant and distribution systems by coordinating the operation, inspection, and maintenance of a variety of plant mechanical and electrical systems as well as system testing, general plant operation, record keeping and controls to achieve maximum operating efficiencies. **Assists, advises, prioritizes and schedules work within the unit to maintain the water supply and treatment system.**

Essential Duties and Responsibilities

1. Work with Water Operations Superintendent to identify equipment that is nearing the end of its' service life or needs to be replaced or rebuilt
2. Identify problems with plant processes, work with Superintendent to determine a solution, and make adjustments to correct.
3. Review proposed changes to plant equipment with superintendent, consulting engineers, and contractors to assure the equipment will function as intended and is compatible with existing equipment and processes.
4. Review plans and specifications for upgrades and expansions of the water plant or pumping systems. Communicate any problems, issues or challenges that may not be in the best interest of the department or city. Work with staff to overcome those challenges.
5. Review work completed by other mechanics, operators or contractors to assure compliance with safety and operational standards.
6. Inventory and stock spare parts for critical equipment.
7. Schedule or direct work of other mechanics and operators as needed in superintendents absence.
8. Performs skilled mechanical work in the maintenance and repair of treatment plant equipment, maintenance of all equipment in all satellite locations, and skilled work in the operation of water treatment plants. Primary duties also include fleet **management**; maintenance/coordination.
9. Maintains maintenance records for major equipment operated at treatment plants and other locations. **Works with supervisor and other department employees** to schedule preventive maintenance activity.
10. Disassembles, repairs, and reassembles operating parts of water and wastewater pumps, air compressors, chemical feed equipment, electrical motors and generators and other plant equipment.
11. Performs and coordinates routine preventative maintenance of all fleet equipment.
12. Performs maintenance of plant facilities, including plumbing, plastering, painting and carpentry work.

13. Responds to process control outages and resolve alarm conditions, etc.
14. Operates and maintains water plant to comply with all EPA and WDNR regulations and water quality standards. Performs Standby as assigned to assure plant operations are sustained.
15. Fabricates metal parts, cuts and threads pipe and bolts and under direction, modifies existing equipment to achieve more efficient operation.
16. Maintains and repairs or coordinates repairs for motor control centers, automated process control systems, remote telemetry monitoring systems, and process control software systems.
17. Occasionally operates water treatment plant equipment including pumps, air compressors, electric motors, electrical generators, solids removal, and chemical feeding, and monitors process control systems and resolves alarm conditions, etc.
18. Performs chemical and bacteriological tests on raw and treated water including pH, hardness, alkalinity, iron, manganese, fluoride, chlorine, and similar tests as necessary. Draw samples for quality control and compliance monitoring.
19. Drives liquid/solids truck and operates equipment for the Utility's Treatment Solids Disposal Program, when necessary.
20. Performs custodial related work as necessary to maintain plant cleanliness, including sweeping and mopping floors, washing windows, removing snow by hand and painting building and equipment as needed.
21. Maintains the department's LOTO program.
22. Ability to problem solve, communicate effectively and maintain effective working relationships.

Additional Duties and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

- May assist distribution crews when necessary
- Performs other tasks and projects as assigned by the Water Superintendent or his/her designee.

Education and Experience Requirements

~~High school diploma or equivalent~~ Associates Degree in Industrial Mechanical or Electrical Mechanical Field with four to six years of progressively increasing experience in the repair and maintenance of mechanical equipment, automotive equipment, and working knowledge of automated process control systems including software applications, or any equivalent combination of experience and training which provides the knowledge, skills and abilities to perform the work.

Necessary Requirements: Possession of a valid State of Wisconsin Commercial Driver's license (CDL).

Certified by State of Wisconsin; Industrial Electrical Journeyman, Industrial Instrumentation journeyman

Wisconsin DNR Grade 1-GDLV license

Knowledge, Skills and Abilities

- Knowledge of safe and efficient operation of conventional and specialized large and small vehicles and construction equipment typically used in a municipal public works department. Ability to do manual labor such as shoveling.
- Knowledge of the proper methods, tools, materials and equipment used for the repair and maintenance of water treatment processes and distribution systems, street pavements and sewer structures.
- Knowledge of Tools and instruments used in the fabrication, installation, diagnostics, programming and repair of electrical and electrical mechanical equipment.
- Knowledge of intermediate chemistry and the chemical compatibility of materials.
- Availability to be on 24 hour call ~~to~~ and respond to emergencies. Must be able to report to job within a reasonable time in such instances.

- Must be able to frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds.
- **Ability to interpret Blueprints**
- Ability to interpret a map.

Physical and Working Environment

Employee performs standard activities requiring physical effort. The duties of the job include physical activities such as stooping, kneeling, standing, walking, lifting (lift and carry objects weighing 60 pounds or less, and push or pull objects weighing up to 100 pounds), fingering, grasping, talking, hearing/listening (perceiving sounds in order to understand signals such as spoken directions, warning alarms, or requests for information), seeing/observing, bending/twisting (of the neck, back, or torso in order to reach, lift, tend machines, move materials, etc.), reaching (extending the hands or arms in any direction in order to push, pull, or grasp an object or control), feeling (using the sense of touch in fingers, hands, or other body parts to sense the position or quality of objects) and climbing (ascending or descending steps, stairs, ladders, scaffolding, or machines). Specific vision abilities required include close, distance, and peripheral vision; depth perception; the ability to adjust focus; and distinguish objects clearly at 20 inches or less with glasses, if needed.

The employee may be exposed to disagreeable elements of high and low outdoor temperatures. The employee may be exposed to repetitive activities; intense or continuous noise; dirty environment; improper illumination; chemical hazards, and air contamination. The use of personal protection equipment (PPE) may be required, as there is significant exposure to hazards and conditions where there is a possible danger to life, health, or bodily injury, which may include mechanical, electrical, air contaminations, and heights. May be required to work in a physically confined worksite with cramped, small or restricted workplace making it difficult to stand, sit, or walk.

Acknowledgement

All requirements of the described position are subject to change over time. The employee may be required to perform other duties as requested by the City.

Signature of Department Director: _____ Date: _____

I acknowledge that this job description is neither an employment contract nor a legal document. I have received, read, and understand the expectations for the successful performance of this job.

Printed Name: _____ Signature: _____ Date: _____

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TO: Wausau Waterworks Commission

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

DATE: September 22, 2020

SUBJECT: Establish Policy for Streamlining Approvals

The WMC 13.04.030 (a) states the commission delegates all personnel matters to the Director of DPWU and Director of Human Resources (Attached). As seen on this agenda and previous agendas the approval of position job classifications has been coming before the Commission for approval. The WMC delegated this authority to the Utility Director and HR Department. Past practice was to bring these items before the Commission so we continue to follow past practice. Staff is requesting clarification on what level of review the Commission would like over the creation, classification and funding of positions. Currently positions are created by the Commission based on requested needs and positions are funded by the Commission through their approval of the budget. Does the Commission want to review and approve job descriptions, job classifications or other job position information beyond creating and funding a position?

The WMC also provides authority for the Commission to create policy as it relates to the utility. Staff can prepare written policy how the commission would like to handle approvals and to what level of review the Commission would like to retain approval authority versus delegating to staff. If this is something the Commission would like to move forward staff would prepare a policy, fairly short, that would outline how positions are created and approved; what is brought to the Commission and what is handled at the staff level. Each written policy would be brought before the Commission for review and approval. The idea behind these would be streamline the process for staff and minimize repeat visits to the Commission for what seems like redundant approvals.

Title 13

WATER AND SEWERS

Chapters:

- 13.04 Wausau Utility Commission
- 13.12 Main and Lateral Installations and Assessments
- 13.13 Cross-connection to Water Service
- 13.16 Connection
- 13.20 Service
- 13.24 Meters
- 13.28 Water Charges
- 13.32 Inspection
- 13.36 Repairs
- 13.40 Protective Devices—Water Purity
- 13.44 Claims for Damages
- 13.48 Surreptitious Use of Water
- 13.52 Water for Construction
- 13.56 Damage to Mains and Service Pipes
- 13.62 Sewage Users—Standards and Control
- 13.64 Sewage Service Charges

Chapter 13.04

WAUSAU UTILITY COMMISSION

Sections:

- 13.04.010 Created.
- 13.04.020 Membership, terms, appointments and meetings.
- 13.04.030 Management and control.

13.04.010 Created. There is created an independent and nonpartisan utility commission, which will be known as the Wausau Utility Commission, which commission shall manage and operate the water and sewerage utilities of the city of Wausau, pursuant to Section 66.1109 of the Wisconsin Statutes. The commission shall operate the water utility and the sewerage utility, autonomously, as enterprise funds of the city.

These utilities shall collectively be referred to as “Wausau Water Works for You.” (Ord. 61-4983 §1(part), 1997.)

13.04.020 Membership, terms, appointments and meetings. The utility commission shall consist of five members. The commission shall consist of the mayor, one alderperson elected from the membership of the common council, and three citizens of the city of Wausau.

The mayor shall be deemed to be a member of the commission for the term for which he/she is elected, and the mayor shall act as the president and presiding officer. The alderperson shall be elected (or re-elected) by the common council at the inaugural organizational meeting of the council after its election, which alderperson shall serve a two year term commencing immediately upon election, and which alderperson shall be the secretary of the commission.

The three citizen members of the commission shall be appointed (or reappointed) by the mayor, subject to confirmation by the common council, and shall serve a five-year term of office which shall begin on the first day of May of the year in which the term commences.

Commission vacancies shall be filled for the unexpired term of office in accordance with appropriate state statutes and city ordinances, and shall be confirmed by the common council, as necessary.

These shall be regular monthly commission meetings, and special meetings may be held at any time upon the call of the president or upon the request of a majority of the commission. A majority of the commission shall constitute a quorum. The president shall have the authority to sign any contracts authorized by the commission. (Ord. 61-5001 §1(part), 1998; Ord. 61-4983 §1(part), 1997.)

13.04.030 Management and control. The utility commission shall have the exclusive right to manage and supervise the Wausau water works subject only to the general control and supervision of

the common council, with such general control and supervision being exercised pursuant to the enactment and amendment of this and other ordinances.

(a) Management and Staff. The director of public works and utilities shall serve as the general executive officer of the water works to act on behalf of the commission. The commission delegates all other personnel matters to the director of public works and utilities and human resources department of the city to employ, compensate, set policy, and resolve all personnel matters as necessary in the best interest of the water works. The commission reserves the right to employ or contract for management and general operation of the utilities through agents or consultants as the commission deems necessary or convenient.

(b) Director of Public Works and Utilities. The director of public works and utilities shall serve at the discretion of the utility commission and will report directly to the president (mayor). A detail of the director of public works and utilities' job description shall be maintained by the human resources department. The director of public works and utilities will abide by and participate in all policies, benefits, compensation packages, etc., as established by the human resources department and committee which are ratified by the common council.

(c) Rates, Rules and Regulations. The commission shall have authority to fix rates, and establish rules and regulations for the governance, management, and operation of the utilities which make up water works, subject to state statutes and to the jurisdiction of the Public Service Commission of Wisconsin, Wisconsin Department of Natural Resources, and any other approving authority. The utilities shall comply with and enforce any required regulations, tariffs, codes, permits, plan approvals, etc. The common council may enact and amend ordinances to confirm and/or modify policies, rates and regulations of the utilities.

(d) Contracts and Other Powers. The commission shall have full authority to let bids and enter into contracts in the name of the city; provided, that such contracts are necessary or convenient to the management and operation of the water works and that funding is available. The commission shall have such other powers as are necessary or convenient to the management and operation of the utilities within water works, and the city intends that the commission shall have full authority respecting the utilities unless that authority is specifically withheld by statute or ordinance.

(e) Funding and Financial Control. The commission shall oversee financial control through budget review, audits and directing the director of public works and utilities to prepare and summarize financial reports appropriate to ensure sound fiscal control of the utilities within water works. Each utility shall maintain segregated accounts to correctly reflect financial status under enterprise fund practices and will work with the finance department for the overall administration of utility finances. Payment shall be made for labor, salaries, and other regular expenses deemed appropriate to manage and operate the utilities. Financial and other fiscal decisions necessary for day-to-day operations of the utilities, shall be made either by the director of public works and utilities or under the direction of the mayor. (Ord. 61-5735 §8(part), 2017; Ord. 61-4983 §1(part), 1997.)

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE WAUSAU WATER WORKS COMMISSION

Approving application for and administration of funds from the Safe Drinking Water Loan Program

Committee Action: Pending

Fiscal Impact:

File Number: 16-0704

Date Introduced: September 22, 2020

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, The Safe Drinking Water Act (SDWA) Amendments of 1996 were signed into law on August 6, 1996, part of which authorized the US Environmental Protection Agency (EPA) to establish the Drinking Water State Revolving Fund (DWSRF) Program to assist public water systems with financing the costs of infrastructure needed to achieve and maintain compliance with the requirements of the SWDA and to protect public health; and

WHEREAS, the SDWA requires each state to prepare an annual Intended Use Plan (IUP) that identifies the uses of the funds in the DWSRF and describe how those funds support the goals of the Act; and

WHEREAS, as part of the State of Wisconsin IUP, the Department of Natural Resources (DNR) and the Department of Administration (DOA) jointly administer the Safe Drinking Water Loan Program (SDWLP), and operate it as a direct loan program; and

WHEREAS, the issue of lead leaching into drinking water from older lead pipes and being released in scale during system repairs has received recent public attention and the best solution is to replace all pipes, joints, and fixtures that contain lead, including privately-owned service lines; yet this solution is costly for municipalities and homeowners alike; and

WHEREAS, in Wisconsin, municipalities are not allowed to incorporate the cost of privately-owned lead service line replacements into user rates; and

WHEREAS, the City of Wausau, as a local governmental unit, may receive financial assistance for lead service line (LSL) replacements on private property, which is a long-term program goal – to facilitate the replacement of all remaining lead service lines, in their entirety, in the State - through a principal forgiveness fund; and

WHEREAS, the City received \$368,000 in State Fiscal Year 2017 and \$300,000 in State Fiscal Year 2018; and

WHEREAS, the current fund amount for approval and expenditure in State Fiscal Year 2021 available is \$63 million, and the City will be required to apply for a principle forgiveness loan on an annual basis in the fall; and

WHEREAS, the Wausau Water Works Commission, at its September 22, 2020, meeting, discussed the availability of DNR funding for this purpose.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau that the Director of Public Works and Utilities and the Water Operations Superintendent are hereby authorized and directed to do all things necessary to apply for and administer SDWLP funds as approved by this resolution.

Approved:

Katie Rosenberg, Mayor



PROPOSAL/ESTIMATE #105208

Date: September 15, 2020

Submitted to:

Wally Gelhar – Senior Network Analyst
City-County Information Technology Commission
407 Grant St.
Wausau, WI 54403-4783
(715) 261-6700

Project:

CCITC Fall 2020 Fiber Builds

We hereby submit specifications and estimates for the following work and material as listed.

Elexco to:

- Elexco will have all public (registered) utilities located prior to start of work. Owner shall have any private (unregistered) underground lines on site marked. Elexco will not be responsible for any unmarked lines.
- All work shall be completed as per RFP with clarification as stated in this proposal. We acknowledge and confirm that we understand and will comply with requirements of RFP in its entirety.

A. Wausau Water Treatment Plant – 1803 Burek Ave, Wausau, 54401

1. Supply and install using directional bore approximately 6000 feet 2” HDPE duct. An additional spur will be approximately 100 feet.
2. Supply and install (4) Tier 15 24” x 36” x 24” Quazite Vault with standard “Fiber Optic” cover.
3. Supply and install approximately 6600 feet of armored outdoor singlemode 24 strand fiber. Approximately 100 feet of cable loop shall be stored in each vault.
4. A 4” conduit will be stubbed out 10’ from the building foundation to the endpoint of the interior building, by others.
5. Supply and install splice case in existing WCAN vault. Ring cut and fusion splice 4 strands.
6. Supply and install rack mount fiber optic panel with LC connectors. Terminate 12 strands in panel.

TOTAL: \$69,553.00

B. Marthon County Solid Waste – R18500 WI-29, Ringle, WI 54471

1. Supply and install using directional bore approximately 1850 feet 2” HDPE duct.
2. Supply and install (2) Tier 15 24” x 36” x 24” Quazite Vault with standard “Fiber Optic” cover.
3. A new building entrance will be constructed with rigid above grade LD on exterior of building. Cabinet will be within 10 feet of entrance.
4. Supply and install approximately 2050 feet of armored outdoor singlemode 12 strand fiber. Approximately 100 feet of cable loop shall be stored in vault.

O : 9 2 0 . 8 3 3 . 2 7 3 6 F : 9 2 0 . 8 3 3 . 7 4 6 8 www.ELEXCOINC.com

4 2 3 E . B R O N S O N R O A D S E Y M O U R , W I 5 4 1 6 5

Initials_____

Ellexco, Inc.
Proposal #105208
Page 2 of 5
Date: September 15, 2020

5. Supply and install rigid conduit and LB on exterior of scale building. The rack is within 10 feet of the building entrance
 6. Supply and install splice case in existing Wiscnet/CCI vault. Ring cut and fusion splice 4 strands.
 7. Supply and install rack mount fiber optic panel with LC connectors. Terminate 4 strands in panel.
- TOTAL: \$24,720.00**

C. Marathon County Highway Department – Hatley Shop 8155 Duncan Rd, Hatley, WI 54440

1. Supply and install using directional bore approximately 550 feet 2” HDPE duct.
 2. Supply and install (1) Tier 15 24” x 36” x 24” Quazite Vault with standard “Fiber Optic” cover.
 3. A new building entrance will be constructed with rigid above grade LD on exterior of building. Cabinet will be within 10 feet of entrance.
 4. Supply and install splice case in existing Wiscnet/CCI vault. Ring cut and fusion splice 4 strands.
 5. Supply and install rack mount fiber optic panel with LC connectors. Terminate 4 strands in panel.
 6. Supply and install rack mount fiber optic panel with LC connectors. Terminate 4 strands in panel.
- TOTAL: \$10,925.00**

D. Langlade County Sheriff Department – 840 Clermont St, Antigo, WI 54409

1. Supply and install using directional bore approximately 200 feet 2” HDPE duct.
 2. A new building entrance will be constructed with rigid above grade LD on exterior of building.
 3. Supply and install approximately 65 feet of indoor corrugated duct on open ceiling.
 4. Supply and install approximately 300 feet of armored indoor/outdoor singlemode 12 strand fiber.
 5. Supply and install splice case in existing Wiscnet/CCI vault. Ring cut and fusion splice 4 strands.
 6. Supply and install rack mount fiber optic panel with LC connectors. Terminate 4 strands in panel.
- TOTAL: \$8,365.00**

E. Miscellaneous

1. Complete all engineering and surveying necessary to acquire DOT permits for bore beneath STH 29 and DNR approval to bore beneath Mountain Bay Recreation Trail.
- TOTAL: \$2,283.00**

F. Miscellaneous

1. Replace approximately 20 sq ft section of asphalt that will need to be removed for the building entrance at Marathon County Solid Waste.
- TOTAL: \$1,200.00**

Notes: Pricing A through E are based on all portions being part of base contract.

Pricing for F would be based on an adder to base contract.

If any of existing ducts are not possible for installation as defined in RFP, changes, or additional work to resolve would be extra cost.

County and city permits assumed to be provided.

Elexco, Inc.
Proposal #105208
Page 3 of 5
Date: September 15, 2020

Solid rock and cobble can be randomly present in these areas. If encountered, the following unit pricing is provided for your convenience.

Coble: \$21.00/Ln. Ft.
Rock: \$68.00/Ln. Ft.

Schedule

Elexco can commence work within 3 weeks of accepted contract/PO (pending material availability and receipt of DOT permits) and complete work within 4 weeks of commencement date.

Payment Structure

Monthly Progress Billing/Net 30

Utility Locating and Barricades. All barricades will be responsibility of owner unless otherwise detailed in the scope of work. Elexco Inc. will have all public (registered) utilities located prior to start of work. **Owner shall have any private (unregistered) underground lines on site marked 72 hours prior to installation.** Elexco will not be responsible for any unmarked utility lines. Unless otherwise included in scope, Elexco is not responsible for erosion control measures and conditions.

Payment Terms and Work Delay. We hereby propose to furnish labor and materials-complete with the above specifications, for the pricing listed above. Terms will be net 30, and no retainage will be withheld on the payments. In the event the undersigned defaults in payment, undersigned shall be liable for all collection costs incurred by Elexco Inc. including, but not limited to, attorney and collection agency fees. This agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. Any legal proceedings initiated in connection with this agreement shall be brought in a forum consisting of either the United States District Court for the Eastern District of Wisconsin, located in Green Bay, WI, or in the Circuit Court for Outagamie County, WI. Elexco Inc. is not responsible for lost time, breakdown or loss of production or other consequential damages due to acts beyond reasonable control of Elexco Inc. including without limitation fire, flood, earthquake, or acts of God. The General Contractor will indemnify Elexco Inc. from all cost, damages, claims, and lawsuits resulting from General Contractor's failure to meet its' obligation on this contract.

Obstructions. This proposal does not allow for unforeseen excessive water, rock, or frost ground conditions. Such conditions will result in extra charges assessed on a time and material basis, plus an administrative fee. Protection of trees, shrubs and landscaping including the root structure is the responsibility of the owner unless otherwise specified in scope of work. All vegetation designated as "saved" must be clearly marked by the owner 72 hours prior to work commencement. Obstructions that will hinder site access are to be removed or relocated by the owner, unless specified in the above scope. If installation by boring method fails due to unsuitable ground conditions, Elexco will be reimbursed for costs incurred.

Changes to Scope. All work to be completed in a workman like manner according to standard industry practices. Any requests for alterations or deviations from the above scope and specifications are executed only upon written orders and may result in an extra charge over and above this proposal. When boring is the selected method of installation, soil conditions can adversely affect the success of the installation. Should installation fail the owner is responsible for labor, equipment and materials utilized during the boring attempt. Alternate methods will be estimated and initiate a change directive and order to commence.

Site Ready Authorization and Delays. This agreement assumes a workplace free from interference and is performance driven. Delays caused by strikes, accidents, or labor related issues that are beyond our control are responsibility of the customer. Weather delays are not the responsibility of Elexco or the customer, but rather a risk of doing business for both parties. When delays are caused by incimate weather neither party shall suffer penalty. Should Elexco mobilize to commence work and find that site is not ready a remobilization and labor fee will be billed as an addition to this proposal. Labor time starts upon arrival at project site, machine and non-machine time is tracked separately

Acceptance. This proposal is subject to acceptance within 10 days of the date of issuance and will become invalid thereafter unless an extension is mutually agreed upon. When accepted this agreement constitutes the entire understanding between the parties and no prior writings or discussions shall be of any force or effect.

Sincerely,
Jeff Seidl
Mitch Dorn

ACCEPTANCE OF PROPOSAL #105208

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

OPTION A: Authorized Signature_____ DATE:_____

OPTION B: Authorized Signature_____ DATE:_____

OPTION C: Authorized Signature_____ DATE:_____

OPTION D: Authorized Signature_____ DATE:_____

OPTION E: Authorized Signature_____ DATE:_____

OPTION F: Authorized Signature_____ DATE:_____



A. Management Summary

Elexco, Inc. is looking forward to working on CCITC network connection project in Wausau. We pride ourselves in being a leader in this field and strive to provide the best customer service and quality work above and beyond expectations. We can attest with our previous customer/job history that we will complete this project according to the RFP documents provided.

We are estimating the cost of this work will be as per proposal #105208.

B. Corporate Data

Elexco, Inc was founded in 1996. We are professionals in directional boring, fiber optic network connections, excavating, foundation construction, underground electrical contracting, and trenching. Our crews are made up of skilled crew members, heavy equipment operators, and concrete experts. Nationwide, we specialize in customizing equipment and job site teams to meet the unique requirements of each job.

C. Contact Person

Jeff Seidl, President

C: 920-309-0687

O: 920-833-2736

E: jeffs@corphdq.com

D. References

1. Shawano Municipal Utilities Rob Koepp 715-853-9314

rkoepp@cityofshawano.com

(SMU)

- Elexco has done all SMU's underground for over 15 years.

2. Wisconsin Independent Network Ken Whiting 715-858-3172

kwhiting@wins.net

(WIN)

- Elexco is currently performing a 42,000' turnkey (design and construction) project for WIN and the Green Bay Packers.

3. Nexus
NAnderson@nexussolutions.com

Nick Anderson 218-348-7784

Mike LaPorte 715-571-3913
mlaporte@wausauschools.org

- Completion of large fiber project for Wausau School District in 2019.

E. Elexco Schedule

Elexco can start the project within 3 weeks of receiving contract/PO from CCITC (pending materials availability and receipt of DOT permits) and complete all work within 4 weeks after start date.

F. Payment Structure

Monthly Progress Billings/Net 30

Additional Information available upon request, please contact our office at 920-833-2736.

REQUEST FOR PROPOSAL

CCITC Fall 2020 Fiber Builds

PROPOSALS MUST BE RECEIVED

NO LATER THAN 5 PM, CDT, Tuesday September 15th, 2020

FOR FURTHER INFORMATION PLEASE CONTACT THE PROJECT MANAGER:

Wally Gelhar, Senior Network Analyst

CITY-COUNTY INFORMATION TECHNOLOGY COMMISSION

407 GRANT STREET

WAUSAU, WI 54403-4783

(715) 261-6721

- I. Solicitation
- II. Instructions
 - A.Responsibility
 - B.Submission of Proposals
 - C.Format Requirements
 - D.Content Screening
 - E.Evaluation of Proposals
 - F.Oral Presentations
 - G.Cost Liability
 - H.Acceptance and Rejection of Proposals
 - I.Restrictions of Proposals
 - J.Sample Products
 - K.Schedule of Events
- III. Proposal Requirements
 - A.Management Summary
 - B.Corporate Data
 - C.Contact Person
 - D.References
 - E.Contractual Conditions
 - F.Insurance Requirements
 - G.Proof of Insurance
 - H.Proposer Terms
 - I.Proposer Support
 - J.Costs
 - K.Legal Requirements
- IV. Desired Outcome and Requirements
 - A.Purpose
 - B.Objective
 - C.Project Scope
- V. Response Format

I. Solicitation.

The City-County Information Technology Commission (CCITC) which provides IT services to Marathon County, the City of Wausau and North Central Health Care is intends to install duct and fiber optic in four locations.

All aspects of this Request for Proposal will be in accordance with the Marathon County Procurement Code, Sections 3.01 through 3.16 of the General Code. A copy of the procurement code is available at the Marathon County Clerk's Office, 500 Forest Street, Wausau, Wisconsin 54403. The General Code contains various policies which are applicable to this procurement. These include prohibitions against gratuities and kickbacks.

CCITC reserves the right to reject, in whole or in part, any and all proposals; to waive any technical deficiencies in the proposals; to accept the proposal and award final contract to the responsible offeror determined to be the most advantageous to CCITC. The contract shall be awarded in accordance with the terms and conditions of Section 3.05 (2) (g) of the procurement code. This solicitation may be canceled if doing so is determined to be in the best interests of CCITC. Upon award of the contract, all submitted documents become subject to the Open Records Law of the State of Wisconsin.

All Proposals must be received by 5:00 PM CDT Tuesday September 15th, 2020. Actual receipt is required by that time, deposit in the mail is not sufficient. Submittals by E-Mail are acceptable.

It must be addressed to:

Wally Gelhar - Senior Network Analyst
CCITC Fall 2020 Fiber Builds
City-County Information Technology Commission
407 Grant Street
Wausau, WI 54403-4783
(715) 261-6700

Responses may be E-Mailed to; "Wally.Gelhar@co.marathon.wi.us".

Proposals shall remain firm once submitted and may not be withdrawn for a period of ninety (90) days, subject to provisions for correction of error in the proposal as contained in Section. 3.05 (1) (g) of the procurement code.

The use of brand names is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

II. Instructions

A. Responsibility

1. It is the responsibility of all proposers to carefully read the entire Request for Proposal (RFP) which contains provisions applicable to successful submission and completion of a proposal. If you discover any ambiguity, inconsistency or error in the RFP, you must notify Wally Gelhar, City-County Information Technology Commission, 407 Grant Street, Wausau, WI. 54403-4783. Only interpretations or corrections of the RFP made in writing by CCITC are binding. You shall not rely on interpretations or corrections made in any other way.

B. Submission of Proposals

1. Responses may be E-Mailed to; "Wally.Gelhar@co.marathon.wi.us".
2. The proposal must be received by the CCITC by 5:00 PM CDT on Tuesday September 15th, 2020. Actual receipt is required by that time. Deposit in the mail is not sufficient. Submittals by E-Mail are acceptable.
3. Responses may be addressed to:
Wally Gelhar – Senior Network Analyst
City-County Information Technology Commission
407 Grant Street
Wausau, WI 54403-4783

The following notation must appear in the lower left-hand corner of the envelope or other container: "CCITC Fall 2020 Fiber Builds"

C. Format Requirements

Proposals must follow the format shown in Section VI and contain:

1. Information requested in Section III of this RFP. (Responses must be labeled by section and subsection to correspond with the related area of the RFP.)
2. A complete description of the services being proposed. Provide itemized and total cost of those services.

D. Content Screening

Proposals will be screened to ensure that format and content requirements have been complied with and that proposer references have been included.

E. Evaluation of Proposals

The evaluation of proposals will be based on the following (sequence does not imply importance):

1. 30% Cost
2. 38% Fit with requirements and environment
3. 2% Proposal quality and contents
4. 30% Record of performance on similar project

F. Oral Presentations

Based on our initial evaluation of the proposals received CCITC reserves the right to request an oral presentation and demonstration by the proposer. Proposers shall be prepared to discuss/demonstrate all aspects of their proposal in detail. More than one presentation may be required of some proposers at the request of CCITC. CCITC reserves the right to request a written statement from the proposer after any oral presentation.

G. Cost Liability

CCITC is not liable for any costs incurred in responding to this RFP or in any presentation.

H. Acceptance and Rejection of Proposals

CCITC reserve the right to accept or reject any part of the proposal from the responsible offeror determined to be in the best interests of CCITC.

I. Restrictions of Proposals

Any restrictions on the use of the information in the proposal based upon confidentiality of information, proprietary interests, trade secrets, copyrighted information, or similar basis shall be clearly stated in the proposal. All proposals become the property of CCITC. This Request for Proposal is governed by the public records laws of the State of Wisconsin. All responses become public record upon award of the contract. If confidentiality is claimed by the proposer, the CCITC will notify the proposer of any request for such documents and shall defend non-disclosure of the documents as allowed by law. The proposer shall cooperate with CCITC in any such defense and agrees to indemnify and hold CCITC harmless for any costs of such defense.

J. Sample Products

Any samples or demonstrations of products available or completed in previous projects may be submitted on hard copy, CD or DVD.

1. Delivered samples may be used to evaluate requirements of the expected product.
2. All sample products will become the property of the CCITC and will not be returned.

K. Schedule of Events

- | | |
|------------------------|--------------------|
| 1. RFP Released | August 25, 2020 |
| 2. Questions submitted | September 1, 2020 |
| 3. Proposal Due Date | September 15, 2020 |
| 4. Evaluation Period | September 18, 2020 |
| 5. Contract Signed | September 22, 2020 |

III. Proposal Requirements

A. Management Summary

Provide a synopsis of the proposal. The synopsis shall contain a brief statement of the features of the proposal. It should include an overall cost summary and general recommendations and conclusions.

B. Corporate Data

Furnish a detailed background of your company's experience providing these services. Finalists will be required to furnish the company's most recent annual report and the last two years annual financial statements for proof of financial solvency.

C. Contact Person

Provide the name and phone number of the person to whom the CCITC staff should address questions about the proposal.

D. References

1. Provide at least three (3) customer references with whom you have contracted or for whom you have performed similar services. If similar services were performed in Wisconsin, identify other projects by your firm or third-parties that have not been specifically addressed elsewhere in your proposal.
2. If your firm has been a party to arbitration, mediation, or a party defendant in litigation involving similar projects, state the identity of the customer, the nature of the proceedings, when and where the proceedings occurred, and any official file number or other identifier. Also state a summary of the issues and the results of the proceedings.

E. Contractual Conditions

1. Provide copies of proposed contracts and agreements. The following contractual conditions shall be included in the contract entered into by the City of Wausau and CCITC and the successful offer or:
2. Include a specific and clear section titled RFP Exceptions in the response identify each and every item in the RFP to which you are not able to meet all or part of the requirement.
3. The contract will state clearly that the RFP and the vendor's RFP response are all included as part of the agreement.
4. There shall be one contract between the CCITC and proposer.
5. The contract shall be governed by the laws of the State of Wisconsin.
6. The contract shall be effective on the date it is approved and signed by the CCITC.
7. All products generated as a result of this RFP shall become the sole property of the CCITC.
8. The successful offeror shall not assign any part of its interest in this agreement without the prior written consent of CCITC. Any assignment of the contract or of a subsequent service agreement must allow for the CCITC to terminate the agreement within 90 days of assignment with no penalties to the CCITC.

9. The successful offeror shall be responsible for any and all permits required.

F. Proposer Terms

1. Offeror will state the expiration date of their proposal.
2. Billing procedures and effective terms will be mutually arranged upon acceptance of the proposal of the successful offeror.
3. The payment structure will be no more than 20% of the license up front. The Respondent is encouraged to suggest relevant milestones and partial payment amounts in its proposal. CCITC will withhold retainage from each milestone, with final payment of 30% being made upon Final Acceptance of the system by CCITC.

G. Proposer Support

1. Completion and delivery schedule including lead time between order placement, completion and delivery.
2. Specify the remedies you can support and corrective measures that will be taken to assure contract compliance and user satisfaction for all products.

H. Costs

Respondents must provide itemized and total costs of proposed services.

1. Each project segment shall be priced separately
2. Itemized costs should include but not be limited to:
 1. Hardware and supplies
 2. Travel and living expenses
 3. Training
 4. Maintenance
 5. Customizations
3. Vendor will provide line item pricing.
 1. The respondent will submit costs tables. The vendor is encouraged to add any items that the vendor believes are necessary for a successful deployment.
4. The vendor should note any special circumstances or limitations on the pricing provided.

I. Response to Open Record requests during the RFP process - Sec. 3.05(2)(d), of the Marathon County Procurement Code, provides that: "No proposal shall be handled so as to permit disclosure of the contents of any proposal to any competing offerors during the process of negotiation. " Upon completion of contract negotiations, the contents of proposals, ranking tabulations of proposals and the register of proposals, kept by the county's purchasing agent, shall be made available for inspection upon request. In accordance with sec. 3.05(2)(f), Procurement Code, Marathon County reserves the right to commence negotiations with one or more offerors whose proposals it deems to be most advantageous to the county. Only the identity of those offerors shall be subject to disclosure to competing offerors prior to completion of negotiations. However, Marathon County reserves the right to negotiate with any offeror at any time within the time specified for the validity of offers or proposals.

IV. Requirements

The proposer should deliver a response that includes section numbering consistent with the numbering in this RFP. For each section the proposal should explain how they will address each requirement. In some sections, simply saying, "We acknowledge and confirm that we understand and will comply with this requirement in its entirety" would be an acceptable way to respond. If you cannot accept the section's requirements, identify that clearly, or identify a partial acceptance. This is particularly important for the sections titled, "Contractual Conditions" and "Standard Terms and Conditions".

A. Documentation

The offeror shall provide documentation including but not limited to: As built diagrams.

B. Warranty

The contractor must provide CCITC with a one (1) year warranty period which will begin when the system is accepted by CCITC. The contractor shall warrant all work and materials to be free of defects during this one year period. Any repairs required during this period will be made at no expense to CCITC.

C. Project Management

The proposal should include what your experience has shown to be a realistic delivery and implementation schedule. The schedule should not be dated, but should break out the implementation schedule in terms of weeks following contract signing. The schedule should show periods of performance and milestones for deliverables. Tasks to be performed by you as well as by CCITC should be specifically stated and included in the schedule.

D. Hardware Procurement

The contractor must provide a detailed specification list for all hardware required for successful implementation. The contractor may include those hardware items in their proposal for which they are the sole provider.

V. Response Format

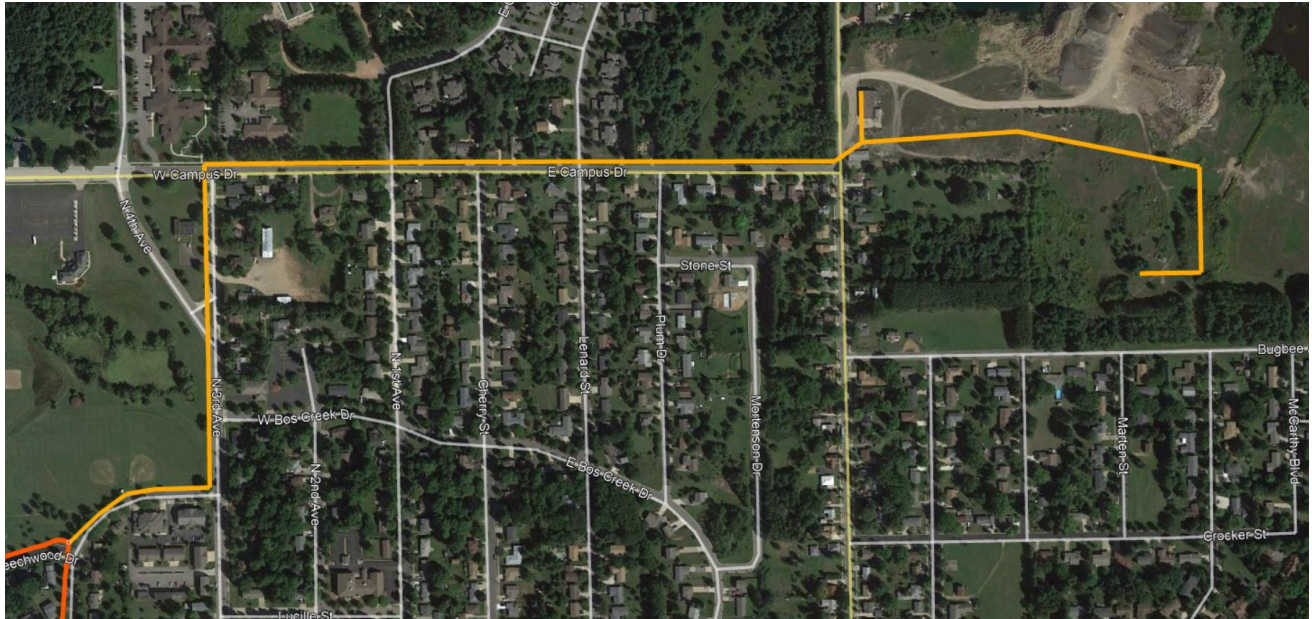
A. All proposals should follow this format:

- i. Management Summary
- ii. Corporate Data
- iii. Contact Person
- iv. References
- v. Contractual Conditions
- vi. Insurance Requirements
- vii. Proof of Insurance
- viii. Proposer Terms
- ix. Proposer Support
- x. Costs
- xi. Response to Project Scope

Project Scope

Wausau Water Treatment Plant - 1803 Burek Ave, Wausau, 54401

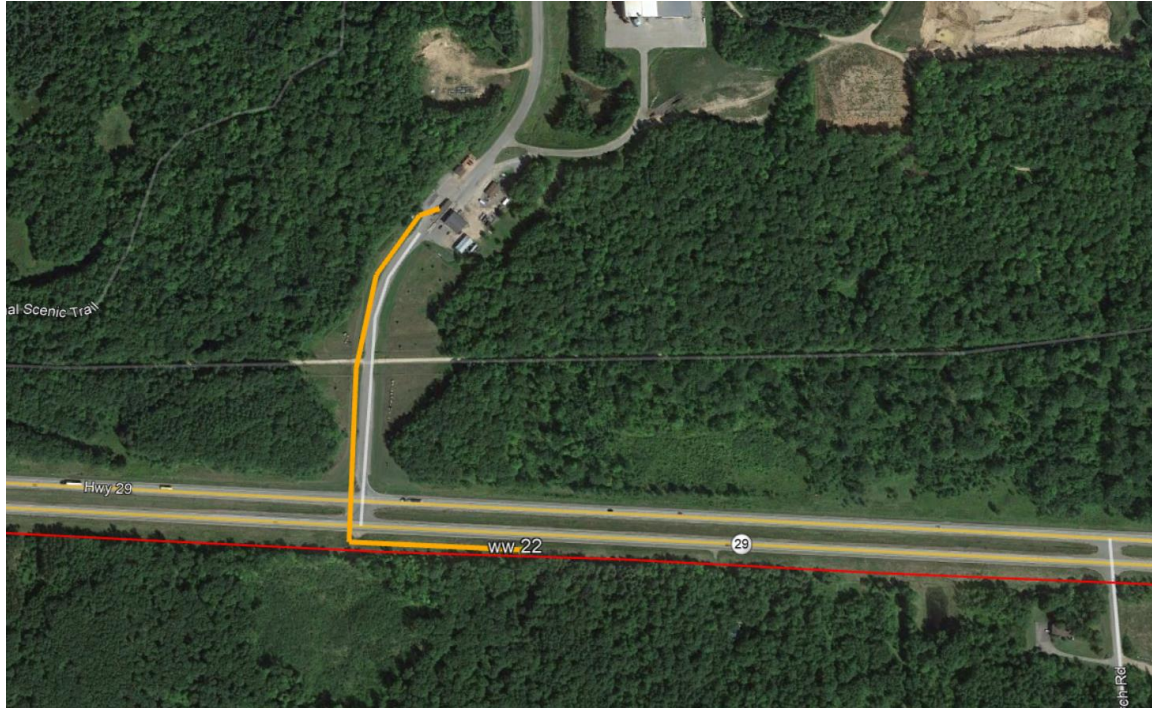
The intent is to connect the new Wausau Water Treatment Plant to an existing vault on the Wausau Community Area Network (WCAN).



1. Supply and install using directional bore approximately 6000 feet 2" HDPE duct. An additional spur will be approximately 100 feet.
2. Supply and install (4) Tier 15 24" x 36" x 24" Quazite Vault with standard "Fiber Optic" cover.
3. Supply and install approximately 6600 feet of armored outdoor singlemode 24 strand fiber. Approximately 100 feet of cable loop shall be stored in each vault.
4. A 4" conduit will be stubbed out 10' from the building foundation.
5. Supply and install splice case in existing WCAN vault. Ring cut and fusion splice 4 strands.
6. Supply and install rack mount fiber optic panel with LC connectors. Terminate 12 strands in panel.

Marathon County Solid Waste - R18500 WI-29, Ringle, WI 54471

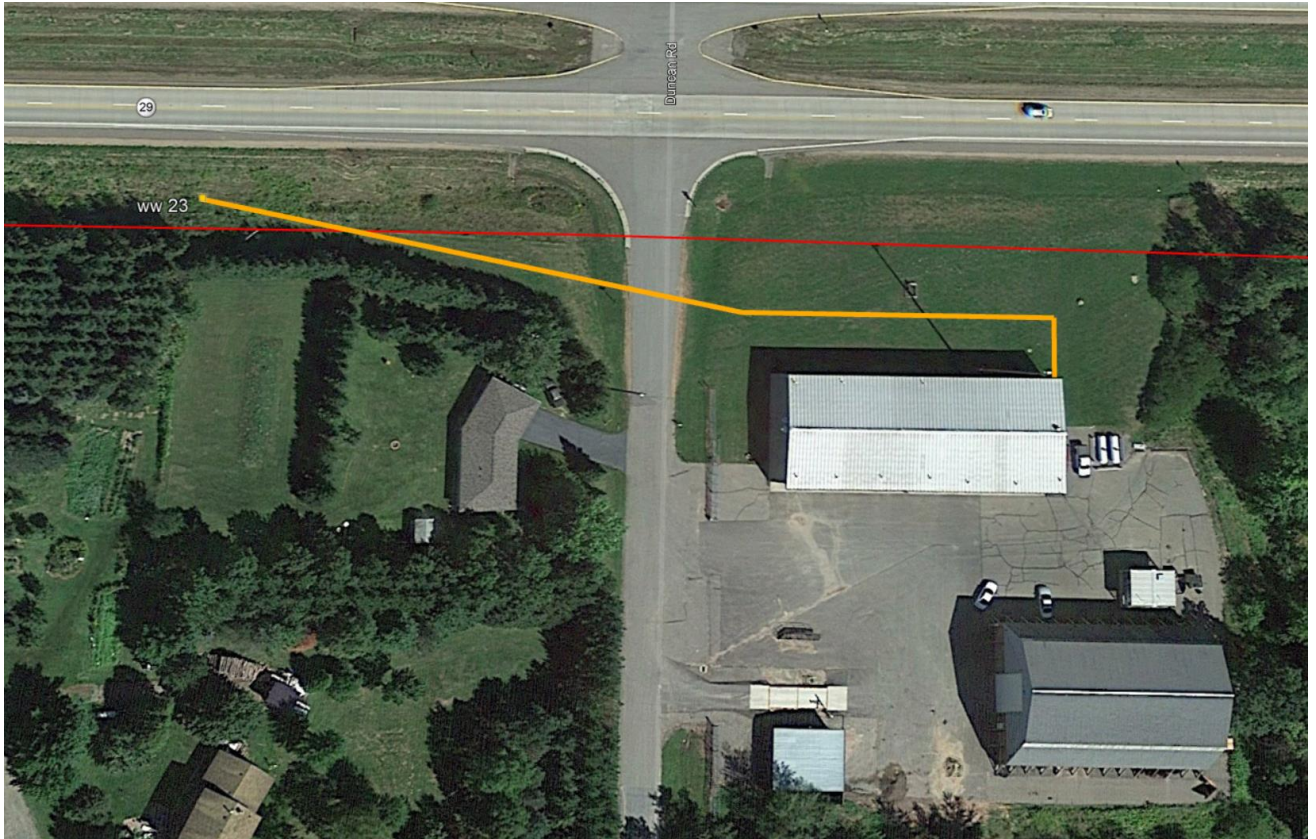
The intent is to connect the solid waste scale building with existing fiber leased from Wiscnet and operated by CCI Systems Iron Mountain, MI. The existing vault is located in Wisconsin DOT right of way. All applicable DOT permits must be obtained to complete work on this project.



1. Supply and install using directional bore approximately 1850 feet 2" HDPE duct.
2. Supply and install (2) Tier 15 24" x 36" x 24" Quazite Vault with standard "Fiber Optic" cover.
3. A new building entrance will be constructed with rigid above grade LD on exterior of building. Cabinet will be within 10 feet of entrance.
4. Supply and install approximately 2050 feet of armored outdoor singlemode 12 strand fiber. Approximately 100 feet of cable loop shall be stored in vault.
5. Supply and install rigid conduit and LB on exterior of scale building. The rack is within 10 feet of the
6. Supply and install splice case in existing Wiscnet/CCI vault. Ring cut and fusion splice 4 strands.
7. Supply and install rack mount fiber optic panel with LC connectors. Terminate 4 strands in panel.

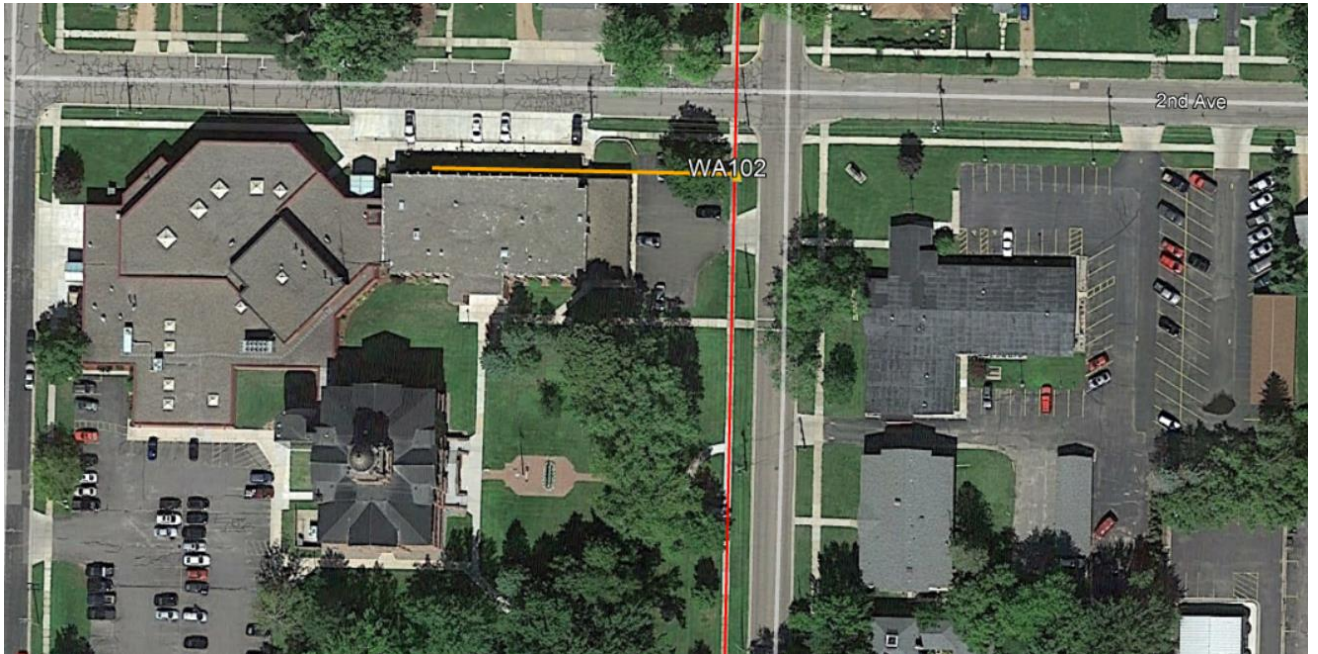
Marathon County Highway Department – Hatley Shop
8155 Duncan Rd, Hatley, WI 54440

The intent is to connect the highway shop building with existing fiber leased from Wiscnet and operated by CCI Systems Iron Mountain, MI. The existing vault is located in Wisconsin DOT right of way. All applicable DOT permits must be obtained to complete work on this project.



1. Supply and install using directional bore approximately 550 feet 2" HDPE duct.
2. Supply and install (1) Tier 15 24" x 36" x 24" Quazite Vault with standard "Fiber Optic" cover.
3. A new building entrance will be constructed with rigid above grade LD on exterior of building. Cabinet will be within 10 feet of entrance.
4. Supply and install approximately 650 feet of armored outdoor singlemode 12 strand fiber. Approximately 100 feet of cable loop shall be stored in vault.
5. Supply and install splice case in existing Wiscnet/CCI vault. Ring cut and fusion splice 4 strands.
6. Supply and install rack mount fiber optic panel with LC connectors. Terminate 4 strands in panel.

Langlade County Sheriff Department – 840 Clermont St, Antigo, WI 54409



1. Supply and install using directional bore approximately 200 feet 2" HDPE duct.
2. A new building entrance will be constructed with rigid above grade LD on exterior of building.
3. Supply and install approximately 65 feet of indoor corrugated duct on open ceiling
4. Supply and install approximately 300 feet of armored indoor/outdoor singlemode 12 strand fiber.
5. Supply and install splice case in existing Wiscnet/CCI vault. Ring cut and fusion splice 4 strands.
6. Supply and install rack mount fiber optic panel with LC connectors. Terminate 4 strands in panel.

Standard Terms and Conditions

1.0 SPECIFICATIONS: The specifications in any request for bids or proposal which forms the subject of this contract are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed/provided, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Marathon County shall be the sole judge of equivalency. _____ are cautioned to avoid bidding/proposing alternates to the specifications which may result in rejection of their bid/proposal.

2.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the _____'s letterhead, signed, and attached to the response to request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the _____s shall be held liable.

3.0 ACCEPTANCE-REJECTION OF BIDS OR PROPOSALS: Marathon County reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of Marathon County.

Bids/proposals MUST be date and time stamped by the office of the soliciting purchasing agent on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing agent's office

4.0 METHOD OF AWARD: Award of bids shall be made to the lowest responsible, responsive bidder unless otherwise specified. Award of proposals shall be subject to criteria set for in the request for proposal.

5.0 QUALITY: Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without specific prior written approval by the Marathon County.

6.0 WARRANTY: Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

7.0 DELIVERY: Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

Failure of the _____ to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the _____ liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

8.0 ORDERING: Purchase orders shall be placed directly to _____ by authorized departments or purchasing agents who have issued the request for bids or proposal. No other purchase orders are authorized.

9.0 PAYMENT TERMS AND INVOICING: Marathon County normally will pay properly submitted _____ invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

9.1 Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

9.2 A good faith dispute creates an exception to prompt payment.

10.0 TAXES: Marathon County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

Marathon County, including all its departments, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. Marathon County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

11.0 CONTRACT INTEGRATION: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of a request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply

The documents constituting the contract between the Marathon County and _____ are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, they shall take precedence in the following order: Change Orders (with the most recent taking precedence); Contract Document Amendments; the Contract Document as described in this signed Agreement; Request for Proposal Addenda; Request for Proposal; and Firm's Proposal. Any terms of any other documents concerning this agreement are superseded by the terms set forth herein.

12.0 APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. _____ shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. Marathon County reserves the right to cancel this contract if _____ fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax.

13.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to Marathon County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

13.1 _____ shall execute and maintain its work so as to avoid injury or damage to any persons or property. _____ shall comply with the requirements and specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its work, _____ shall, at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed and be in compliance with all applicable federal, state and local statutory and regulatory requirements including Wisconsin Labor Code and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, including the obligation to conduct safety inspections to verify said compliance by its employees, agents, and/or subcontractors.

13.2 _____ is specifically notified that it is subject to federal requirements listed under Title 29, Chapter 15 of the United States Code (Occupational Health and Safety Act) by virtue of its contract with Marathon County, a public entity. _____ shall provide a similar notice to all its subcontractors.

13.3 SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

14.0 INSURANCE REQUIREMENTS: _____ shall not commence work under this contract until all insurance required under this paragraph is obtained, and such insurance has been approved Marathon County, nor shall _____ allow any subcontractor to commence work on their subcontract until all similar insurance requirements have been obtained and approved.

14.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work. In case any work is sublet, _____ shall require the subcontractor similarly to provide statutory Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by _____.

14.2 General Liability, Professional Liability and Property Damage Insurance. _____ shall secure and maintain in force throughout the duration of this contract such General Liability, Professional Liability (if necessary) and Property Damage Insurance as shall protect itself and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by _____, or by any subcontractor or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:

- Comprehensive General Liability \$1,000,000 per occurrence and \$2,000,000 in aggregate for bodily injury and Property Damage.
- Professional Liability Coverage, \$1,000,000 per occurrence and \$2,000,000 in aggregate.

- Automobile Liability \$1,000,000 per occurrence and \$2,000,000 in aggregate for bodily injury and property damage.
- Excess Liability Coverage, \$1,000,000 over the General Liability and Automobile Liability Coverage.
- If aircraft are used in conjunction with this project, \$2,000,000 per occurrence and in aggregate for bodily injury and property damage.

14.3 Marathon County reserves the right to require higher or lower limits where warranted.

14.4 Marathon County reserves the right to require additional security, including, but not limited to, bid bonds or performance bonds as specifically set forth in its request for bids or proposals.

14.5 **PROOF OF INSURANCE:** _____ shall furnish the County with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that _____ meets the insurance requirements identified above. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County and specify the name of the contract or project covered. The Certificate of Insurance shall be delivered to the Authorized Purchasing Agent, with a copy of the Certificate of Insurance to be delivered to the Marathon County Risk Manager for approval prior to the execution of this contract. Upon renewal of the required insurance, and annually thereafter, the County shall receive a new Certificate of Insurance for three years after completion of the project. The Certificates shall name Marathon County as an additional insured and describe the contract by name and or identification number in the "Description of Operations" section of the form.

15.0 CANCELLATION / TERMINATION: Marathon County reserves the right to:

15.1 NONAPPROPRIATION OF FUNDS. Cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

15.2 Terminate this contract, for the County's convenience, at any time by a notice in writing from the County to _____ by certified mail. If the Contract is terminated by the County as provided herein, _____ shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of _____ covered by this Contract, unless payments of compensation have previously been made.

16.0 CONTRACT MODIFICATIONS: The scope of the services to be performed under this Contract may be amended or supplemented by mutual written agreement between the parties to the Contract. This amendatory provision shall not operate to prevent Marathon County from exercising its reserved right to establish reasonable time schedules for any of the work or services to be performed by or deliveries to be received from _____ hereunder. Furthermore, this amendatory provision shall not operate to prevent the County from canceling any of the services not yet performed or any deliveries not yet made at the time notice is given to _____ of the cancellation of such services or portion of the work to be performed hereunder.

17.0 ASSIGNMENT: No right or duty in whole or in part of the _____ under this contract may be assigned or delegated without the prior written consent of Marathon County.

18.0 PATENT INFRINGEMENT: The _____ selling articles to Marathon County as described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against Marathon County (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

19.0 PUBLIC RECORDS ACCESS: Marathon County is a political subdivision of the State of Wisconsin and as such is subject to the Wisconsin Public Records Law. It is the policy of Marathon County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid openings are public unless otherwise specified. Evaluations of responses to requests for proposals are subject to further discussion, clarification and negotiation. Records of bids and responses to requests for proposal will not be available for public inspection prior to issuance of the award of the contract.

20.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a response to request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with the Wisconsin Public Records Law. Proprietary restrictions normally are not accepted. However, when accepted, it is _____'s responsibility to defend the determination in the event of an appeal or litigation.

20.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of Marathon County.

20.2 Any material submitted by _____ in response to Marathon County's request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin Public Records Law, must be identified and include citation to the specific provisions of law that preclude disclosure and any factual or background information necessary to establish that the identified provisions of the law apply to that particular information. Bid/proposal prices cannot, under any circumstances, be held confidential.

20.3 In the event Marathon County becomes involved in litigation due to _____'s refusal of permission to release information identified as confidential or proprietary, _____ agrees to indemnify, defend and hold harmless Marathon County for any costs associated with said litigation.

21.0 CONFIDENTIALITY OF MARATHON COUNTY'S DATA: In the event work conducted under this contract requires _____ to have access to Marathon County's database via Internet, direct contact or other connection to allow the provision of installation, support and maintenance services, _____ agrees to keep all such data confidential and to execute any reasonable agreement to assure Marathon County that _____ will comply with all state and federal confidentiality laws and/or regulations. These restrictions herein shall survive the termination of this contract, regardless of the reason for termination, and shall continue in full force and effect and shall be binding upon _____ or its agents, employees, successors, assigns or subcontractors. _____ shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by _____, its agents, employees, successors, assigns and subcontractors regarding the confidentiality restrictions herein.

22.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of Marathon County, any of its departments, agencies or other subunits, or any county official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of Marathon County. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of Marathon County's purchasing agent.

23.0 MUTUAL HOLD HARMLESS/INDEMNIFICATION
_____ hereby agrees to release, indemnify, defend, and hold harmless Marathon County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of _____'s officers, officials, employees, agents or assigns.

Marathon County hereby agrees to release, indemnify, defend, and hold harmless _____, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of Marathon County's officers, officials, employees, agents or assigns.

Marathon County does not waive, and specifically reserves, its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

24.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

25.0 GRATUITIES AND KICKBACKS

It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

26.0 DISPUTE RESOLUTION: This Contract and the performance of the parties' obligations hereunder will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin, including conflict of laws provisions. _____ consents to personal jurisdiction in the State of Wisconsin. The venue of any action hereunder shall be in Marathon County, Wisconsin.

If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter 788 of the Wisconsin Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in court as set forth above. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute.

Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.

27.0 INDEPENDENT CONTRACTOR STATUS: The parties hereto agree that Contractor, its officers, agents and employees, in the performance of this Contract, shall act in the capacity of an independent contractor and not as an officer, employee or agent of Marathon County. The Contractor shall not be entitled to any of the rights, benefits, salaries, wages or fringe benefits which employees of Marathon County are eligible to receive. No federal, state, or local taxes or social security deductions or contributions shall be made by Marathon County on behalf of the Contractor. Neither Marathon County nor Contractor will represent itself as the agent or legal representative of the other or as partner or joint venturers for any purpose whatsoever, and neither shall have any right to create or assume any obligation of any kind, express or implied, for or on behalf of the other in any way whatsoever. Furthermore, Contractor agrees to take such steps as are necessary to ensure that each of its subcontractors, if any, will not be considered to be an agent, servant, joint venturer with, or partner of, Marathon County.

28.0 NON-DEBARMENT CLAUSE: _____ hereby certifies that neither it nor any of its principal officers or officials has ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. _____ further agrees and certifies that this clause shall be included in any subcontract of this contract. . Marathon County also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal or State of Wisconsin procurement and non-procurement contracts.

29.0 STATEMENT OF COMPLIANCE: _____ has carefully reviewed Marathon County's required contract language, as set forth in the Request for Proposal/Bid pertaining to termination of contract, change orders, gratuities and kickbacks, non-appropriation of funds, hold harmless/indemnification, insurance requirements/proof of insurance, dispute resolutions, and non-debarment, and is in full compliance with all statements and requirements.

30.0 WAIVER/SEVERABILITY: No waiver of any default hereunder shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this contract. If any provision of this contract is held invalid by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and said provision shall continue to apply to the extent allowed by said court or, if not so allowed, be deemed severed from this contract entirely.