

**CITY OF PRESCOTT
MEETING NOTICE
PUBLIC WORKS COMMITTEE
TUESDAY, FEBRUARY 5, 2019
AT 5:30 P.M.
MUNICIPAL BUILDING
800 BORNER ST.
PRESCOTT, WI 54021
Website: prescottwi.org**

1. Call to Order
2. Roll Call
3. Approve minutes for November 26, 2018
4. Engineering Services for a Facilities Plan for the Waste Water Treatment Plant
5. Update on Albert Street project
6. Retaining Wall on Dakota Street
7. Other Business
8. Adjourn

NOTICE

**ACCESS TO THE MUNICIPAL BUILDING FOR THE DISABLED IS
AVAILABLE THROUGH THE MUNICIPAL BUILDING PARKING LOT
ENTRANCE. ALL THOSE WITH SPECIAL NEEDS SHOULD CALL CITY
HALL OFFICES (715-262-5544) IF ASSISTANCE IS REQUIRED.**

CITY OF PRESCOTT, WISCONSIN

NOVEMBER 26, 2018 PUBLIC WORKS COMMITTEE

Pursuant to due call and notice thereof, a meeting of the Public Works Committee was held Monday, November 26, 2018, 800 Borner St., Prescott, WI 54021.

Call to order/Roll Call: Meeting was called to order by Alderperson Rob Daugherty. Members present were Joshua Gergen and Maureen Otwell. Public Works Supervisor Mike Kinneman, City Engineer Greg Adams and City Administrator Jayne Brand represented staff.

Gergen/Otwell motion to approve the minutes for September 12, 2018 passed without a negative voice vote.

City Engineer Greg Adams reviewed the 2019 street project for Albert & College Street. There will be a change made at the 5 way stop which was discussed. The project timeline was reviewed. The proposal is begin construction at the end of April and project completed by the middle of August.

The committee discussed the design for Lake Street. The discussion centered structures which currently lie within the public right of way. The consensus of the committee was any house or accessory structure which lies within the right of way some of the right of way will be deeded to the property owner. Other items such as benches would need to be removed.

A memo was provided regarding the discontinuing of fluoride and chlorine in the water systems. The city would need to contact the State Department of Health to provide education to the residents about the removal of fluoride. The education would need to be for at least a year. A request would need to be made to the Department of Natural Resources and they would then make the determination of the fluoride could be discontinued. In regards to the chlorine, if the city would have to do some type of disinfection because the reason the city had to start with chlorine was because of a bacterial issue with the water. The other types of disinfection could be gas chlorine or UV. Both of these would have costs for setting up. The recommendation of the DNR was the city continues with our current chlorination.

Otwell/Gergen motion to adjourn passed without a negative voice vote.

Respectfully Submitted,

Jayne M. Brand
City Administrator

Project No.
Date: January 24, 2019

**Confirmation of Client Request for Services
Between Cedar Corporation (ENGINEER)
and City of Prescott (CLIENT)**

**Authorization to Perform Engineering Services for a
Facilities Plan for the Waste Water Treatment Plant**

ENGINEER is hereby authorized to proceed with the project listed below. The services are to be completed in a timely manner mutually agreeable with the CLIENT and ENGINEER.

Project: Facilities Master Plan for the City of Prescott's Waste Water Treatment Facility

Scope of Work: ENGINEER will complete a Facilities Master Plan. The purpose of the Facilities Plan is to review existing conditions regarding the City of Prescott's wastewater treatment plant (WWTP) and develop a long-term plan to provide economical and reliable future wastewater service for the customers of the City of Prescott sewer service area. Please see attachment A for detail scope of work.

Method of Compensation: Work will be completed on a Lump Sum] basis for \$30,000. Payments are due and payable thirty (30) days from the date of the ENGINEER's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one percent (1%) per month from invoice date.

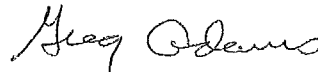
Timetable: The Engineer's services shall be performed as expeditiously as is consistent with the orderly progress of the Project. The Engineer is proposing the following tentative schedule and shall make every effort to complete the work within the time frame set by the Client.

- Review Draft Facilities Plan with the City – June 2019
- Submit Final Facilities Plan to the WDNR – July 2019
- WDNR Review Period – July-October 2019

CEDAR CORPORATION



Seth Hudson
Senior Manager, Economic and Community
Development Services



Greg Adams P.E.
Senior Engineer

THIS AGREEMENT is hereby approved and executed this ____ day of _____, 2019.

By: _____
Mayor David Hovel

By: _____
Jayne Brand, City Administrator

Attachment A

The scope of services for this project is as follows:

- Provide a description of the proposed WWTP modifications for which construction drawings and specifications are to be prepared.
- Review historical WWTP flow and loading data.
- Determine 20-year flow, loading, and sludge production projections.
- Prepare a sewer service area map for the complete sewerage area for which the complete WWTP will provide service based on a 20-year population projection.
- Provide a description of the collection system including existing trunk sewers and interceptors.
- Prepare a description of the existing and proposed WWTP, including ultimate disposal of wastewater and sludge.
- Prepare Infiltration/Inflow (I/I) documentation including: An I/I Analysis and a Sewer System Evaluation Survey.
- Evaluate alternatives for WWTP processes.
- Develop a cost-effective analysis for process alternatives, including parallel cost ratio analysis.
- Identify future expected effluent discharge limitations.
- Provide recommendations for wastewater treatment and solids handling facilities.
- Prepare an estimate of the anticipated cost to the average user of the WWTP.
- Attend one public hearing to present the anticipated user cost impact.
- Prepare an Environmental Analysis of alternatives.
- Prepare discussion of implementation of recommendations including:
 - Implementation schedule
 - Funding sources
- Prepare the Facilities Plan for the WDNR.
- Attend two (2) meetings with City to review the Facilities Plan.
- Submit Facilities Plan to WDNR for review and approval.

STANDARD CONDITIONS

PART I - DESCRIPTION OF SERVICES

- 1.1 CEDAR CORPORATION** agrees to provide professional services for the PROJECT as more completely described in this Agreement.
- 1.2 CEDAR CORPORATION** agrees to provide all professional services within a reasonable period of time following the date of authorization to proceed by OWNER. If a special time schedule must be met for a PROJECT, it shall be specifically set forth in this Agreement.

PART II - CLIENT'S RESPONSIBILITIES

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

2.1 INFORMATION/REPORTS

Furnish Cedar Corporation with all reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to the Project. Unless otherwise specified in Part I, Cedar Corporation may rely upon Client-furnished information without independent verification in performing the Service.

2.2 REPRESENTATIVE

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the services.

2.3 GIVE NOTICE

Give prompt written notice to Cedar Corporation whenever Client observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect performance of services under this Agreement.

PART III - BILLING, AND PAYMENT

- 3.1** Cedar Corporation will periodically bill the client with net payment due in 30 days. Unless Client provides Cedar Corporation with a written objection to the bill within 15 days of receipt, Client shall be deemed to accept the bill as submitted.

- 3.2** Where Client disputes some portion of the charges contained in Cedar Corporation's bill for services, he shall make payment of that portion of the bill which is undisputed. In no case may Client elect to withhold payment to Cedar Corporation of the entire amount due.

- 3.3** If Client fails to make any payment due Cedar Corporation for services and expenses after receipt of Cedar Corporation's bill therefore, the amounts due Cedar Corporation shall bear interest from invoice date at the rate set forth in this agreement, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of Cedar Corporation. In addition Cedar Corporation may, after giving ten (10) days written notice to Client, suspend services under this agreement until paid in full all amounts due under this agreement. In the event Client does not pay, or does not pay timely, Cedar Corporation shall be entitled to collect from Client all amounts due plus expenses, including but not limited to attorney fees, incurred by Cedar Corporation in connection with collection efforts, in addition, the reasonable value of Cedar Corporation's time spent in connection with collection efforts, computed at Cedar Corporation's prevailing fee schedule.

PART IV - STANDARD TERMS AND CONDITIONS

- 4.1 STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. Professional services are not subject to, and Cedar Corporation cannot provide any warranty or guarantee, either express or implied. Any such warranties or guarantees contained in any purchase orders, Client action, requisitions or notices to proceed issued by Client are specifically objected to by Cedar Corporation.

- 4.2 CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement and in any addenda to the Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some projects involving conceptual or process development services, scope may not be fully definable during

initial phases. As the project progresses, facts discovered may indicate that scope must be redefined.

- 4.3 SAFETY.** Cedar Corporation has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Cedar Corporation specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Cedar Corporation employees.

- 4.4 DELAYS.** If events beyond the control of Client or Cedar Corporation, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of god or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement or in any Addenda to this Agreement, then such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, Cedar Corporation shall be entitled to an equitable adjustment in compensation.

- 4.5 TERMINATION.** Either party may terminate this Agreement at the end of the term hereof, or any extension thereof, upon 30 days written notice to the other party as provided at PART I above.

Also, this Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar day's written notice of intent to terminate and an opportunity for correcting the default and for consultation with the terminating party before termination. If Cedar Corporation terminates as a result of Client default or the Client terminates for cause, Cedar Corporation shall be paid for services performed to the termination date including reimbursable expenses due. Upon receipt of the terminating action, Cedar Corporation shall promptly discontinue all services unless the notice directs otherwise, and upon receipt of final compensation make available to Client all appropriate documents prepared under the Agreement whether completed or in process.

- 4.6 OPINIONS OF PROBABLE CONSTRUCTION COST.** Any opinion of probable construction costs prepared by Cedar Corporation is supplied for the general guidance of the Client only. Since Cedar Corporation has no control over competitive bidding or market conditions, Cedar Corporation cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

- 4.7 RELATIONSHIP WITH CONTRACTORS.** Cedar Corporation shall serve as Client's professional representative for the services, and may make recommendations to Client concerning action relating to Client's contractors. However, Cedar Corporation specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.

- 4.8 CONSTRUCTION REVIEW.** For projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the municipal project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold Cedar Corporation harmless from any claims resulting from performance of municipal services by persons other than Cedar Corporation.

- 4.9 INSURANCE.** Cedar Corporation will maintain insurance coverage for Professional Liability, Comprehensive General, Automobile, Workers Compensation, and Employer's Liability in amounts in accordance with applicable legal requirements as well as Cedar Corporation's business requirements. Certificates evidencing such coverage will be provided to Client upon request.

- 4.10 ALLOCATION OF RISKS.** To the fullest extent permitted by law, Cedar Corporation shall indemnify and hold harmless, Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all

court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Cedar Corporation or Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants in the performance and furnishing of Cedar Corporation's services under this Agreement.

To the fullest extent permitted by law, Client shall indemnify and hold harmless Cedar Corporation, Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project.

To the fullest extent permitted by law, Cedar Corporation's total liability to Client and anyone claiming by, through, or under Client for any cost, loss, or damages caused in part by the negligence of Cedar Corporation and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Cedar Corporation's negligence bears to the total negligence of Client, Cedar Corporation, and all other negligent entities and individuals.

4.11 HAZARDOUS MATERIAL. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Cedar Corporation and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the Project scope of work. Cedar Corporation agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials are encountered. Client acknowledges and agrees that it retains title to all hazardous

material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site may present a potential danger to the public health, safety or the environment. Client shall execute any manifests or forms in connection with transporting or storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize Cedar Corporation to execute such documents as Client's agent. Client waives any claim against Cedar Corporation and agrees to defend, indemnify, and save Cedar Corporation harmless from any claim or liability for injury or loss arising from Cedar Corporation's discovery of unanticipated hazardous materials or suspected hazardous materials.

4.12 ACCESS. Client shall provide Cedar Corporation safe access to any premises necessary for Cedar Corporation to provide the services.

4.13 REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Cedar Corporation for the specific purpose intended, shall be at the Client's risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when Client provides deliverables in electronic media to another entity. Client agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is discovered within such thirty (30) day period it shall be corrected at no additional cost to Client. Following the expiration of this thirty (30) day

period, Client shall bear all responsibility for the care, custody and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media, which Client acknowledges to be of only limited duration. Client agrees to defend, indemnify, and hold harmless Cedar Corporation from all claims, damages, and expenses (including reasonable litigation costs), arising out of such reuse or alteration by Client or others acting through Client. Cedar Corporation agrees that all plans, engineering designs, electronic and computer data and imagery relating to Client's projects are the property of the Client and shall be presented to Client at no additional cost upon written request.

4.14 AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

4.15 ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

4.16 DISPUTE RESOLUTION. Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute cannot be resolved in this manner within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs, including attorneys' fees from the other party.

4.17 NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any

other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

4.18 NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's municipal project contractors.

4.19 SEVERABILITY. The various terms, provisions and covenants contained in this Agreement or any addenda shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

4.20 AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

4.21 OTHER. Cedar Corporation reserves the right to enter into agreements with other design professionals for portions of the work included under this Agreement. Where this subagreement would represent a major portion of the design work, Cedar Corporation shall receive approval of Client for this subagreement.