

**THE CITY OF ASHLAND WILL BE CONDUCTING THEIR MEETINGS IN PERSON
at
CITY HALL COUNCIL CHAMBERS, 601 MAIN STREET WEST, ASHLAND, WI
WITH THE AVAILABILITY TO ATTEND VIRTUALLY**

Please contact the Clerk's office if you require accommodations to attend the meeting.

To join the meeting from your computer, tablet or smartphone:

<https://global.gotomeeting.com/join/500263957>

Or dial in using your phone.

United States (Toll Free): 1-877-309-2073

Access Code: 500-263-957

**ASHLAND CITY COUNCIL MEETING
Tuesday, June 14, 2022 – 5:30 PM**

Please silence all cell phones during the meeting

1. CALL TO ORDER

A. Roll Call, Moment of Silence and Pledge of Allegiance

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

A. May 31, 2022 City Council and Committee of the Whole Meeting Minutes

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

A. Announcements

B. Appointments

6. CONSENT AGENDA

A. Miscellaneous Meeting Minutes

7. NEW BUSINESS

A. Approve an Ordinance to Amend Chapter 50 (2020-1934) Main Street Board, Ashland City Ordinances (*Planning*) Roll

B. Approve a Three Party Design Engineering Services Contract between the Wisconsin Department of Transportation, the City of Ashland, and Short Elliot Hendrickson (SEH)

for Design Engineering Services on the 2024 Prentice Ave Phase 1 Reconstruction Project
(Public Works) Roll

- C. Approve a Accept a Quotation from Dakota Supply Group for the Purchase of Kamstrup flowIQ Water Meters and AMI Fixed Network System** *(Public Works) Roll*
- D. Approve to Accept a Water Meter Replacement Proposal for Professional Services from HydroCorp for Water Meter Installation Services** *(Public Works) Roll*
- E. Approve to Accept the Workmanship of VisuSewer and Approve Final Payment for the 2020 Sanitary Sewer Collection System Repairs Project** *(Public Works) Roll*

8. CLOSED SESSION

- A. Pursuant to WI Stat. 19.85(1)(e):** Deliverating or negotiating the purchasing of public properties whenever competitive or bargaining reasons require a closed session."
(Administration)

9. ADJOURNMENT

The City of Ashland does not discriminate on the basis of sex, race, creed, color, national origin, sexual orientation, age or disability in employment or provision of services, programs or activities.

NOTE: Upon reasonable notice, the City of Ashland will accommodate the needs of disabled individuals or individuals with limited English proficiency through auxiliary aids or services. For additional information or to request this service, contact Denise Oliphant at 715-682-7071 (not a TDD telephone number) or FAX: 715-682-7048

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ASHLAND CITY COUNCIL MEETING MINUTES

Tuesday, May 31, 2022 – 5:30 PM

Ashland City Hall Council Chambers

Please silence all cell phones during the meeting

1. CALL TO ORDER

The Tuesday, May 31, 2022 Ashland City Council meeting was called to order by Mayor Matt MacKenzie at 5:30 p.m.

A. Roll Call, Moment of Silence and Pledge of Allegiance

Roll call was taken, a Moment of Silence was held, and the Pledge of Allegiance was recited.

PRESENT: Kevin Seefeldt, Sarah Jackson, Ana Tochtermann, Eric Lindell, Laura Graf, Charlie Ortman, Dick Pufall

ABSENT: None.

ALSO PRESENT: Mayor Matthew MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Public Works Director John Butler, Fire Chief Stuart Matthias, and other concerned citizens.

2. APPROVAL OF AGENDA

Lindell moved, seconded by Pufall to approve the agenda as presented. The motion carried unanimously by voice vote.

3. APPROVAL OF MINUTES

A. May 10, 2022 City Council and Committee of the Whole Meeting Minutes

Pufall moved, seconded by Ortman to approve the minutes from May 10, 2022. The motion carried unanimously by voice vote.

4. CITIZEN PARTICIPATION PERIOD

There were no Citizens present wishing to address the Council.

5. MAYOR'S REPORT

A. Announcements

MacKenzie asked all to focus their thoughts on the importance and significance of the recent Memorial Day holiday. He communicated his reasoning for bringing forward the Committee of the Whole agenda item 5C regarding City Council Meeting Procedure. He announced that it had been over two years since the City's utility had an overflow, even after heavy rain events, and that the City is no longer pursuing purchasing the "Pawn Shop" property at this time.

B. Mayor's Appointments

Lindell moved, seconded by Seefeldt to approve the following appointments and reappointments:

Stephen Schraufnagel, reappointed to the Historic Preservation Committee; Timothy Pavlish and Jeff Robischon, both appointed to the Main Street Board; Mike Amman, reappointed to the Parks and Recreation committee; Kate Ullman, Dale Kupczyk, Lissa Radke to be reappointed, and Zach Jurewicz to be appointed to the Sustainability Committee; and John Beirl to be reappointed, and Jeff Beirl to be appointed to the Plan Commission.

The motion carried unanimously by voice vote.

6. CONSENT AGENDA

A. Approve an Original Alcohol Beverage Retail License Application from Elite Four LLC for a Class B Fermented Beverage and Class B Intoxicating Alcohol Beverage License for Anchor Islands, 315 Turner Road, Ashland, Wisconsin, Agent Ahron McAuliffe (*Clerk*)

B. Miscellaneous Meeting Minutes

Pufall moved, seconded by Lindell to approve the Consent Agenda. The motion passed unanimously by voice vote.

7. OLD BUSINESS

A. Approve to Support the Evergrow Learning Center via City of Ashland American Rescue Plan Act (ARPA) Funds (*Administrator*) Roll

Ortman moved, seconded by Jackson to approve. Lindell requested a friendly amendment, seconded by Ortman to add the stipulation of submitting a status report to Council by December 1, 2022. The motion carried unanimously by voice vote. The motion passed unanimously by roll call vote. Ortman requested to recognize Carver Harries to speak to Council; this was seconded by Jackson, and approved unanimously. The motion to support the Evergrow Learning Center was approved unanimously by roll call vote.

8. NEW BUSINESS

- A. Approve License Applications for Alcohol Beverages, Including New Officers/Agents, Tobacco, Arcade and Coin Operated Machine, Recycling/Salvage Operation, Pawn Broker, Taxicab, and Mobile Home Parks** *(Clerk)* Voice

Charlie Ortman moved, seconded by Kevin Seefeldt to approve. The motion passed unanimously by voice vote.

- B. Approve an Ordinance to Repeal Chapter 889 (1536) Transient Merchants, Solicitation in Residential Neighborhoods, and Mobile Concession Street Vendors, and Approve an Ordinance to Create Chapter 888 (2022-1962) Transient Vendors, Transient and Permanent Merchants, and Door to Door Solicitors, and Approve an Ordinance to Create Chapter 889 (2022-1963) Mobile Food Establishments, Concessions, and Food Vendors** *(Clerk)* Roll

Lindell moved, seconded by Seefeldt to approve the ordinances with a correction to a typo. The motion was approved unanimously by roll call vote.

- C. Approve an Ordinance to Amend Chapter 705 (1415) Water Utility Rules, Rates and Regulations, Ashland City Ordinances** *(Clerk)* Roll

Jackson moved, seconded by Seefeldt to approve. The motion passed unanimously by roll call vote.

- D. Approve to Accept an Amendment to the Contract with Short Elliot Hendrickson (SEH) for Professional Services for the 2022 Sanitary Sewer Replacement and 2022 Sanitary Sewer Collection System Repair Projects** *(Public Works)* Roll

Lindell moved, seconded by Seefeldt to approve for the amount of \$66,500.00. The motion passed unanimously by roll call vote.

- E. Approve Final Payment to Nasi Construction, LLC for the New Police Facility at 414 11th Avenue West, Ashland** *(Administration)* Roll

Dick Pufall moved, seconded by Graf to approve the final payment to Nasi Construction LLC in the amount of \$41,677.44. The motion passed unanimously by roll call vote.

- F. Approve to Waive Nepotism Policy for Public Works and Fire Department** *(Administration)* Voice

Lindell moved, seconded by Ortman to approve. The motion passed unanimously by roll call vote.

- G. Approve Agreements with Xcel Energy and Zeta, LLC for the Installation and Maintenance of an Electric Vehicle (EV) Charging Station** *(Administrator)* Roll

Ortman moved, seconded by Tochtermann to approve the agreements in the amount of \$38,773.31. Seefeldt moved, seconded by Graf to table the item for the next meeting. After discussion, this motion failed unanimously by voice vote. The motion to approve the agreements with a correction as advised by Wickman, passed unanimously by roll call vote.

9. CLOSED SESSION

Lindell moved, seconded by Jackson to move into Closed Session. Wickman requested that Butler be present during Closed Session. The motion passed unanimously by roll call vote.

- A. PURSUANT TO SEC. 19.85(1)(g):** "Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation." (*City Attorney*) (*A to Z Plumbing & Heating Inc.*)
- B. Pursuant to WI Stat. 19.85(1)(g):** "Conferring with legal Council who either orally or in writing will advise governmental body of strategy to be adopted with the respect to current or likely litigation." (*Copper Cup*) *City Attorney*

C. Return to Open Session (*Voice*)

Ortman moved, seconded by Lindell to return to Open Session. The motion passed unanimously by voice vote.

D. Report of Action Taken During Closed Session

MacKenzie reported that there was no action taken on Item 9A.

Lindell moved, seconded by Jackson to accept the settlement agreement with Copper Cup and Sandor. The motion carried unanimously by roll call vote.

10. ADJOURNMENT

Ortman moved, seconded by Pufall to adjourn. The motion carried unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant,
City Clerk

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COMMITTEE OF THE WHOLE MEETING MINUTES

The Common Council of the City of Ashland will meet as the Committee of the Whole on **May 31, 2022** immediately following the City Council meeting which begins at **5:30 PM** in the Ashland City Hall Council Chambers.

The following items will be considered:

1. Roll Call

The Tuesday, May 31, 2022 City of Ashland Committee of the Whole Meeting was called to order by Council President Eric Lindell at 7:05 pm.

PRESENT: Kevin Seefeldt, Sarah Jackson, Ana Tochtermann, Eric Lindell, Laura Graf, Charlie Ortman, Dick Pufall

ABSENT: None

ALSO PRESENT: Mayor Matt MacKenzie, City Clerk Denise Oliphant, Public Works Director John Butler, Utility staff Brian Ledin and Vince Hyde, and other concerned citizens.

2. Council President's Report

Lindell reminded all of the meaning of Memorial Day, and congratulated the Northland College Graduating Class of 2022.

3. Administrator's Report

Nothing to report.

4. Approval of Agenda

Due to time constraints, Lindell asked to table items B and C until the next Committee of the Whole meeting on June 14, 2022. Jackson moved, seconded by Seefeldt, to approve the amended agenda. The motion carried unanimously by voice vote.

5. Discussion Items

A. Discussion and Possible Action Regarding Water Meter System Upgrade Project (*Public Works*)

Butler discussed with Council the Utility's intent to move forward to upgrade the City's metering system. Butler, Ledin, and Hyde answered questions from Council, and explained that the next steps is to bring proposals forward for Council approval.

B. Items for Potential Future Discussion

Ortman: "...hire for snow shoveling in winter" in certain high traffic walking areas.

Jackson: requested an update regarding the meet & greet/listening session in September.

Tochterman: "...specific areas that need plan-ful snow removal..."

MacKenzie: asked for ideas from Council as to proposed changes to procedure

Lindell: reminded of committee updates/reports at the last meeting of the months, the next being June 28, 2022.

MacKenzie: asked Councilors what topics they wished to be discussed at a retreat.

6. Adjournment

Ortman moved, seconded by Jackson to adjourn. The motion carried unanimously by voice vote.

Respectfully submitted,

Denise Oliphant,
City Clerk

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SUBJECT: Appointments

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: Mayor

EXHIBITS:

EXPENDITURES REQUIRED:

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:**

**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH ORD. 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

The Mayor is requesting approval of the following appointments:

Parks and Recreations Committee:

Nancy Sztynдор, term expiring April 30, 2025 (*replacing Kelly Westlund*)

Jen Weiler, term expiring April 30, 2023

Plan Commission

Jo Ann Erickson, term expiring April 30, 2023 (*replacing Katie Gellatly*)

Main Street Board

Sarah Beadle, term expiring June 14, 2024 (*reappointment*)

**ASHLAND BEAUTIFICATION COUNCIL
MEETING
Monday, April 4th, 2022
6:00 pm
Vaughn Library**

1. Roll Call

David Askue	1
Susan Askue	1
Shawna Johnson	6
Chris Oreskovich	1
Elaine Peterson	1
Kay Saari	1
Jeanne Spruell	0
Beth Strauss	1
Mary Zinnecker	3

Guest: Blake Frost

Volunteers:

Marla Mattson	4
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2. Approval of March 7th 2022 Meeting Minutes: Motion: Kay Second: David Vote: Aye

3. Administrative:

Log Volunteer Hours

Treasurer's Report: Spent \$69.95=soil for starting cannas

4. Old Business:

Review 2022 BC Budget: \$1930.05 remaining in 2022 ABC budget

Cannas update: All cannas have been started in pots by Marla Mattson and Shawna

Approve 2022 Calendar: **Motion: David Second: Jeanne Vote: Aye**

5. New Business:

Review Upcoming calendar events

*Saturday April 23, 2022 @ 9am-Crest Garden

*Saturday April 30, 2022 @ 9am-Bayview Park

*Monday May 2, 2022 @ 6pm ABC meeting

Donation in memory of Marion Johnson: A donation of \$920 was made to ABC in memory of Marion Johnson by her family. There was discussion on how to spend the money. Mary will talk with Sara Hudson at Parks and Rec. about options, possibly either a bench or planting a tree.

Mary brought samples of signs to be made for Crest Garden. **Susan made a motion to purchase 2 signs for Crest Garden**

Second: Elaine Vote: Aye

A list for watering was made and needs to be confirmed with Public Works. Areas that need consistent, routine watering by city crew throughout the season include: Memorial Park band shell garden, Bayview sign planter and raised bed, Ellis Ave. entire

north to south medians, Public works pots and front garden, City Hall pots and front raised planter, 3rd St. pots and Jane Smith garden pot.

6. Project Plans/Updates:

- Crest Garden: Clean up and order signs
- Pearson Plaza/Otis Park: clean up
- Bayview Park: clean up, adding annuals
- Ellis Avenue: Mary will confirm volunteers for 2022 & remind them to start spring cleanup
- Beaser Avenue: clean up complete and deer netting added
- 3rd Street Planters & Garden: annuals in planters
- City Hall: adding cannas & annuals
- Public Works Planters: adding annuals
- Memorial Park: adding annuals
- Jane Smith Memorial Garden areas: clean up

7. Next Meeting: Monday May 2, 2022 @6pm Prentice Park Pavilion

8. Adjournment 7:00 pm Motion: Kay Second: Elaine Vote: Aye

Respectfully submitted,

Shawna Johnson

City of Ashland – Main Street Board Meeting Minutes

A meeting of the Main Street Board was held on **Wednesday, May 4th, 2022 at 3:00 pm** in the City Hall Council Chambers (601 Main St W).

Present: Kevin Porter, Sara Beadle, Mary McPhetridge, Kyle Ellefson, Katie Gellatly, Carver Harries

Absent: Kevin Stranberg

Staff Present: Jaclynn Findlay, Mandelyn Lyons

Agenda

1) Call to Order and Roll Call

Mary McPhetridge called the meeting to order at 3:03 pm.

2) Approval of Agenda

Motion to approve the agenda by Kyle Ellefson. Seconded by Sara Beadle. Passed unanimously.

3) Consent Agenda

- a) Approval of minutes from the April 6th, 2022 Main Street Board Meeting

Motion to approve minutes from the April 6th, 2022 Main Street Board meeting by Sara Beadle. Seconded by Kyle Ellefson. Passed unanimously.

4) Public Comment (non-agenda items)

No public comments.

5) Old Business

- a) Discussion of potential new Board member

Motion to recommend Jeff Robischon for appointment to the Main Street Board by Kevin Porter. Seconded by Kyle Ellefson. Passed unanimously.

6) New Business

- a) Main Street Volunteer Subcommittee Report

Sara Beadle provided updates on the Main Street Volunteer Subcommittee. No action was taken.

- b) Main Street Board President Report

Mary McPhetridge provided updates on upcoming Main Street trainings she will be attending:

- May 9th and 10th – WDAC Summit in Appleton
- May 16th-18th – National Main Street Conference in Richmond, VA

No action was taken.

c) Ashland Area Chamber of Commerce Report

Mary McPhetridge provided updates on the Ashland Area Chamber of Commerce:

- May 19th – Wine Walk & Shop
- May 19-21 - Chequamegon Bay Birding & Nature Festival
- May 21st – House to House Garage Sale
- Registration open for the 2022 Apostle Islands Inline Marathon (June 18th)
- July 15-16 Bay Days

No action was taken.

d) Main Street Manager's Report

Jaclynn Findlay provided updates on the Ashland Main Street Program:

- Bench project will be wrapped up by May 15th; last of the benches will be put out next week and plaques will be installed by Public Works
- Wayfinding sign quotes for a large stationary map; received one from Graphic House (Wausau) and waiting to hear back from Signart (Eau Claire), and Creative Sign Company (De Pere)
 - Considering doing an RFP process instead with recommendations for types of signage and locations, as well as quotes for design, fabrication, and installation
- Downtown beer garden updates
 - Working with the Clerk's office to get the permits for the beer gardens
 - Working with Bo (South Shore) to purchase beer from a wholesaler
- Upcoming Travel
 - WDAC Downtown Summit in Appleton (May 9th & 10th)
 - National Main Street Conference in Richmond, VA (May 16-18)

No action was taken.

7) Adjournment

Meeting was adjourned at 4:00 p.m.

Minutes done by Jaclynn Findlay.

SUBJECT: Approve an Ordinance to Amend Chapter 50 (2020-1934) Main Street Board, Ashland City Ordinances (*Planning*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Main Street Board (unanimously approved on June 1, 2022)

EXHIBITS:

1. Proposed Ordinance
2. Proposed Ordinance Changes - Redlined Copy

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

**APPROPRIATION
REQUIRED:** N/A

**TREASURER'S
CERTIFICATE:** N/A

COMPLIANCE WITH ORD. 51: Section 51.26 (b) of Chapter 51, Ashland City Ordinances, permits the Mayor and/or Clerk to schedule items directly for Council action when a timely decision is needed by the City. The City Clerk has chosen to direct this item directly to Council pursuant to the authority granted to her in Chapter 51, Ashland City Ordinances.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The proposed ordinance amendment conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan. Ashland was officially designated as a Main Street Community in 2020, a goal established by the City's Comprehensive Plan to help boost the downtown's coordination, marketing, and investment capacity. The recommended amendments to City Ordinance Chapter 50: Main Street Board will ensure representation from local economic development organizations in perpetuity and modify membership makeup to prevent any conflicts of interest. These changes will increase the Board's capacity to collaborate with other economic development organizations, coordinate downtown projects and improvements, and leverage resources for the downtown's planning and development.

SUMMARY STATEMENT:

Planning staff, through discussion with the Wisconsin Economic Development Corporation (WEDC) and the Main Street Board, is recommending a revision to the Main Street Board Chapter of the Ashland City Ordinance to shift representation from the Ashland Area Chamber of Commerce and the Ashland Area Development Corporation (AADC) to non-voting, ex officio board members.

The intent of these changes is to avoid issues pertaining to conflict of interest and allow for the greatest

possible collaboration between local economic development organizations. These changes are supported by the Ashland Area Chamber and AADC staff, as evidenced by Main Street Board's unanimous approval of the proposed changes.

Sequential Ordinance No. 2022-1964
Chapter No. 50 (2020-1934)

**ORDINANCE TO AMEND CHAPTER 50 (2020-1934) MAIN STREET BOARD,
ASHLAND CITY ORDINANCES.**

An ordinance adopted by the Common Council for the City of Ashland at a regular meeting of June 14, 2022, for the purpose of amending Chapter 50 (2020-1934) Main Street Board, Ashland City Ordinances.

Section I

50.02. Membership and Organization *shall be amended to read as follows:*

- (a) The Main Street Board shall be composed of five to nine (5-9) voting members, appointed by the Mayor and confirmed by the Common Council, to serve two-year terms commencing from the date of their approval.
- (b) At all times, a minimum of 50% of board members must be representatives of downtown businesses, residents, and/or property owners.
- (c) The Main Street Board shall represent a broad array of community interests and downtown stakeholders. The Board may be made up of representation from:
 - a. Downtown business owners
 - b. Downtown property owners
 - c. Downtown residents
 - d. Residents of the City of Ashland especially interested in the downtown
 - e. Downtown non-profit entities
 - f. Local realtors
 - g. Downtown volunteer organizations
 - h. Private community stakeholders outside of the downtown
- (d) The Ashland Area Chamber of Commerce and the Ashland Area Development Corporation shall each appoint one (1) representative from their respective organization to serve on the Main Street Board as ex officio, non-voting board members. Ex officio board members shall not be included in the count to determine quorum.
- (e) At the first meeting after July 1 of any given year, the board shall elect a chairperson to serve a one-year term. The board chairperson shall not be an ex officio board member.
- (f) If any board member has three unexcused absences or resigns, the Board may declare the position vacant and request the Mayor to fill the vacancy (for the remainder of the term) pursuant to the provisions of this section.

Section II:

Effective Date of Ordinance: This ordinance shall take effect upon passage and publication

PASSED: June 14, 2022

PUBLISHED: June 17, 2022

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Matthew MacKenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

Proposed Changes:

50.02. Membership and Organization

- (a) The Main Street Board shall be composed of ~~five to nine~~ (5-9) voting members, appointed by the Mayor and confirmed by the Common Council, to serve ~~staggered~~ two-year terms commencing from the date of their approval.
- (b) At all times, a minimum of 50% of board members must be ~~made-up-of~~ representatives of downtown businesses, residents, and/or property owners.
- (c) The Main Street Board shall represent a broad array of community interests and downtown stakeholders. The Board may be made up of representation from:
 - ~~a. Representative of The Ashland Area Chamber of Commerce~~
 - ~~b. Representative of The Ashland Area Development Corporation~~
 - a. Downtown business owners
 - b. Downtown property owners
 - c. Downtown ~~tenants-residents~~
 - d. Residents of the City of Ashland especially interested in the downtown
 - e. Downtown non-profit entities
 - f. Local realtors
 - g. Downtown volunteer organizations
 - h. Private community stakeholders outside of the downtown
- ~~(d) The Ashland Area Chamber of Commerce and the Ashland Area Development Corporation shall each appoint one (1) representative from their respective organization to serve on the Main Street Board as ex officio, non-voting board members. Ex officio board members shall not be included in the count to determine quorum.~~
- (e) At the first meeting after July 1 of any given year, the board shall elect a chairperson to serve a one-year term. The board chairperson shall not be an ex officio board member.
- (f) If any board member has three unexcused absences or resigns, the Board may declare the position vacant and request the Mayor to fill the vacancy (for the remainder of the term) pursuant to the provisions of this section.

SUBJECT: Approve a Three Party Design Engineering Services Contract between the Wisconsin Department of Transportation, the City of Ashland, and Short Elliot Hendrickson (SEH) for Design Engineering Services on the 2024 Prentice Ave Phase 1 Reconstruction Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director
Finance Director

EXHIBITS: 1. Three Party Design Engineering Services Contract for Prentice Avenue Improvements Project

EXPENDITURES REQUIRED: \$172,007.31 - Fund 470 Street Improvements

AMOUNT BUDGETED: \$161,642 - WI DOT Surface Transportation Program
\$ 43,000 - Fund 470 Street Improvements

APPROPRIATION REQUIRED: \$161,642 - WI DOT Surface Transportation Program

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on June 8th, 2022, that Short Elliot Hendrickson is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORD. 51: Section 51.26 (b) of Chapter 51, Ashland City Ordinances, permit the Mayor and/or Clerk to schedule items directly for Council action when a timely decision is needed by the City. The City Clerk has chosen to direct this item directly to Council pursuant to the authority granted to her in Chapter 51, Ashland City Ordinances.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The proposed construction project conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan.

SUMMARY STATEMENT:

The 2024 Prentice Avenue Phase 1 Reconstruction Project consists of the reconstruction of Prentice Avenue from 6th Street East to 11th Street East. At the September 8, 2020 meeting, Council approved a State Municipal Agreement (SMA) with the Wisconsin Department of Transportation (WI DOT) for the project, which has a total estimated cost of \$1.935 million.

The WI DOT is providing \$1.247 million for roadway construction. The City will be responsible for a 20% match of roadway construction costs, totaling \$312,358. In addition, the WI DOT considers costs associated with water and wastewater infrastructure to be non-participating work, so the City will replace the existing

water main in coordination with the road construction at an estimated cost of \$400,000.

The existing roadway surface was last improved approximately 40 years ago and was rated as poor or worse in 2021. In addition, the existing stormwater infrastructure is deficient and does not provide adequate drainage. The existing water main was installed in the 1880s and does not provide adequate fire flow. The water main has also heaved in several locations, making it prone to breaks due to a shallow depth of bury. The Water Utility has responded to six different breaks in and around the project area in the last ten years.

This project is scheduled for construction in 2024 and it is anticipated that the City's share for roadway construction will be provided via a combination of the annual allocation of tax levy funds for roadway improvements, revenue from the motor vehicle registration fee, or as part of general obligation borrowing in 2023. The funds for water main construction will be provided by revenue from the water utility or through the Safe Drinking Water Loan Program.

In February 2022, City staff completed a solicitation for engineering services in accordance with quality-based selection guidelines established by the WI DOT. Staff and a member of the Public Works Committee evaluated the qualifications of responding firms, with Short Elliot Hendrickson (SEH) ranking as the most qualified firm. The agreement for professional services was developed by SEH and WI DOT staff for roadway, storm, and sidewalk design in accordance with WI DOT requirements.

Approval of the contract with SEH is requested in order to obligate the WI DOT funds in FY2022 and will allow SEH to begin technical design for the project to be scheduled for bidding in 2024

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

ENGINEERING SERVICES CONTRACT

BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION,

City of Ashland (MUNICIPALITY)

AND Short Elliott Hendrickson (CONSULTANT) FOR

ID 8895-00-13

C Ashland, Prentice Avenue
11th Street E to 6th Street E
City of Ashland

This CONTRACT made and entered into by and between the DEPARTMENT ,MUNICIPALITY and the CONSULTANT provides for those SERVICES described in the Scope of Services and Special Provisions and is generally for the purpose of providing the SERVICES solicited by the MUNICIPALITY in design of the reconstruction of Prentice Avenue from 11th St E to 6th St E in the City of Ashland and provide design reports, public involvement plan, exception to standards report, environmental documentation, hazardous materials assessment, agency coordination, utility coordination, public involvement, meetings, surveys, road and structure plans & PS&E. This Qualification Based Selection was made based on the CONSULTANT'S Notice of Interest response and any interviews conducted.

The DEPARTMENT and MUNICIPALITY deem it advisable to engage the CONSULTANT to provide certain engineering SERVICES and has authority to contract for these SERVICES under sec. 84.01(13), Wis. Stats.

The DEPARTMENT REPRESENTATIVE is: Paula Groom, PE; Local Program Project Manager; 718 W Clairemont Avenue, Eau Claire, WI 54701; Paula.Groom@dot.wi.gov; 715.579.6776.

The MUNICIPALITY REPRESENTATIVE is: John Butler, PE; Public Works Director; 2020 6th St E, Ashland, WI 54806, jbutler@coawi.org; 715.685.1648.

The CONSULTANT REPRESENTATIVE is: Matthew Van Natta, PE; Project Manager; 326 S Main St, Rice Lake, Wisconsin, 54868; mvannatta@sehinc.com; 262.483.0496.

The CONSULTANT SERVICES will be performed for the DEPARTMENT's Northwest Region office located in Eau Claire, WI and will be completed by August 1, 2024. Deliver PROJECT DOCUMENTS to NW Region Eau Claire office; 718 W Clairemont Avenue, Eau Claire, WI 54701 unless other directions are given by the DEPARTMENT.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT will be from the:

☒ DEPARTMENT ☐ MUNICIPALITY

- (1) The CONSULTANT will be compensated by the DEPARTMENT for services provided under this CONTRACT on the following basis:

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

- (a) For Road Plans and performed by CONSULTANT Actual Costs to the CONSULTANT up to \$152,271.85 Plus a fixed fee of \$8,860.83 up to a maximum combined amount of \$161,132.68.
- (b) For Subsurface Exploration sublet to Professional Service Industries, Inc. (PSI), and Intertek Company the CONSULTANT's actual cost not to exceed \$4,500.00

Item Description	Unit Type	Estimated Quantity	Unit Rate Cost	Cost
Mobilization of drilling equipment and personnel	Lump Sum	1	\$750.00	\$750.00
Drilling Support Vehicle	Lump Sum	1	\$250.00	\$250.00
Soil Borings with sampling, including abandonment and surface patching, to a maximum depth of 15 feet	EACH	3	\$450.00	\$1,350.00
Engineering & Report – Includes laboratory testing and report	Lump Sum	1	\$2,150.00	\$2,150.00

- (c) For Archaeology and History Investigation subcontracted to Commonwealth Heritage Group (CHG) the CONSULTANT's actual cost not to exceed \$5,569.63
- (d) For Title Searches subcontracted to Northwest Land Title, Inc. the consultant's actual cost not to exceed \$805.00

Item Description	Unit Type	Estimated Quantity	Unit Rate Cost	Cost
Title Searches	EACH	23	\$35.00	\$805.00

- (2) For all services on this contract, total compensation shall not exceed \$ unless approved by a written CONTRACT amendment.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$172,007.31.

The CONSULTANT does and will comply with the laws and regulations relating to the profession of engineering and will provide the desired engineering SERVICES.

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

This CONTRACT incorporates and the parties agree to all of the standard provisions of the Three Party Design Engineering Services Contract, dated July 1, 2015 and referenced in Procedure 8-15-1 of the State of Wisconsin Department of Transportation Facilities Development Manual. CONSULTANT acknowledges receipt of a copy of these standard provisions.

This CONTRACT incorporates all of the MANUALS defined in the CONTRACT.

The parties also agree to all of the Special Provisions which are annexed and made a part of this CONTRACT, consisting of 8 pages.

Nothing in this CONTRACT accords any third part beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this contract.

For the CONSULTANT

For the DEPARTMENT

By: _____

By: _____

Tara Krista, PE

Contract Manager, WisDOT

Title: Principal _____

Date: _____

Date: _____

For the MUNICIPALITY

By: _____

John Butler, PE

Title: Ashland Director of Public Works _____

Date: _____

VI. SPECIAL PROVISIONS

SCOPE OF SERVICES

A. DESIGN REPORTS

- (1) Request for Exceptions to Design Standards

Not included in this CONTRACT and is considered to be "Extra Services".

- (2) Encroachment Report

Prepare an encroachment report as directed by the MUNICIPALITY. Submit three copies to the MUNICIPALITY for approval.

- (3) Other Reports:

Prepare the following engineering reports/analyses as directed by the MUNICIPALITY:

- (a) Design Study Report - New Construction, Reconstruction and Rehabilitation

- (b) Pavement Design Report – Prepare a pavement design report (PDR) for review by the DEPARTMENT and submit to the MUNICIPALITY for approval.

B. ENVIRONMENTAL DOCUMENTATION

Execute a disclosure statement as required by 40 CFR 1506.5(c).

Prepare a Categorical Exclusion Checklist (CEC) Environmental document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. Furnish the required number to the DEPARTMENT for approval.

Prepare an environmental document that evaluates reasonable alternatives to the PROJECT and consider other reasonable actions or activities that may achieve the same or similar goals of the proposed highway PROJECT, including other or additional transportation alternatives and intermodal opportunities and the alternative of taking no action. Evaluate alternative courses of action based upon a balanced consideration of the environment, public comments, and the need for safe and efficient transportation consistent with local, state, and national environmental goals. Prepare environmental documents that are concise and emphasize significant environmental issues and plausible alternatives. Comply with requirements specified in the MANUAL and TRANS 400, Wisconsin Administrative Code. In the event of a conflict between the MANUAL and TRANS 400, Wisconsin Administrative Code, the administrative rule supersedes.

- (1) Environmental Assessments:

Not included in this CONTRACT and is considered to be "Extra Services".

- (2) Environmental Impact Statements:

Not included in this CONTRACT and is considered to be "Extra Services".

(3) Agricultural Impact Notice:

Not included in this CONTRACT and is considered to be "Extra Services".

(4) Section 4(f) Evaluation:

Not included in this CONTRACT and is considered to be "Extra Services".

(5) Section 6(f) Evaluation:

Not included in this CONTRACT and is considered to be "Extra Services".

(6) Historical and Archaeological Surveys and Studies:

(a) The Wisconsin Department of Transportation will provide notification to the Native American tribes as provided in the MANUAL. The CONSULTANT shall provide a draft letter and map for the Wisconsin Department of Transportation's use.

(b) Identify the Area of Potential Effect for the PROJECT. Conduct a reconnaissance survey as specified in the MANUAL. Submit the results of the archaeological and historical reconnaissance and evaluation studies to the region project manager. Obtain recommendations from SHPO, the historian and the Project Manager regarding historical/architectural reconnaissance surveys. Obtain recommendations from the archaeologist, Bureau of Environment and the Project Manager prior to conducting evaluation studies when further work is needed.

(c) Prepare a report as required in the "Guidelines for Preparation of Formal Report on Archaeological Materials or Sites" in accordance with the MANUAL. Document the results of the reconnaissance survey for architecture/history using the "Architecture/History Survey Form".

(d) CONTRACT assumes no archaeological sites will be found and thus does not include a Phase I archaeological survey report. This contract also does not include preparation of DOEs or an assessment of effects to historic properties. Preparation of Phase I report, DOE, or an assessment of effects to historic properties is not included in this CONTRACT is considered to be "Extra Services."

(7) Noise Analysis:

Not included in the CONTRACT and considered to be "Extra Services".

(8) Air Quality:

Not included in the CONTRACT and considered to be "Extra Services".

(9) Hazardous Materials/Contamination Assessments

- (a) Conduct a Phase I checklist only for the PROJECT in accordance with the MANUAL. Full Phase 1 Investigation is not included and is considered extra services.
- (b) The MUNICIPALITY acknowledges that the CONSULTANT is not, by virtue of this CONTRACT, the owner or generator of any waste materials generated as a result of the Hazardous Materials/ Contamination Assessments services performed by the CONSULTANT under this CONTRACT. Dispose of investigative waste in accordance with the MANUAL.

C. AGENCY COORDINATION

- (1) Section 401 and 402 Certifications:

Evaluate the effects of the PROJECT on water quality, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the MANUAL; and prepare the necessary application.

- (2) Section 404 Permits:

- (a) Evaluate the potential for discharge of fill materials into the waters of the United States, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the MANUAL; and prepare the necessary permit application.
- (b) Presence of wetlands will be determined by the DEPARTMENT and reported to the CONSULTANT to aid in any necessary permit application.
- (c) Preparation of an individual Section 404 permit application for submittal to the United States Army Corps of Engineers shall be considered "Extra Services".

- (3) BOA/FAA Coordination:

- (a) Coordinate with BOA and FAA to determine impacts to airports within five miles of the project.

D. RAILROAD/ UTILITY INVOLVEMENTS

- (1) Railroad Negotiations/Agreements

Not included in this CONTRACT and considered to be "Extra Services".

- (2) Utility Coordination

Perform all utility coordination in accordance with:

- a) The MANUAL
- b) TRANS 220: N/A

- c) The WisDOT "Guide to Utility Coordination" for non-TRANS 220 projects
 - d) The "Utility Coordination Task List for Design Consultant Contracts" as agreed upon.
- (2) The MUNICIPALITY will provide the CONSULTANT with a list of known utilities on the PROJECT and a list of contact personnel for utility coordination. This list is not warranted to be complete but is furnished to assist the CONSULTANT. Verify and update the list.
 - (3) Confer on an ongoing basis with all utility facility owners in the project vicinity to establish mutual understanding on design features of the project affecting utility facilities, and shall keep the MUNICIPALITY informed of all such coordination activities. Provide the MUNICIPALITY with plans and information that will allow it to meet its planned utility coordination schedule.

E. PUBLIC INVOLVEMENT

- (1) Public Involvement Meetings:
 - (a) Conduct or assist the MUNICIPALITY in holding one (1) virtual public involvement meeting and explain to the public concepts and probable impacts of this PROJECT.
 - (b) Prepare all exhibits and supplementary handout material and provide the equipment necessary to conduct the public involvement meeting(s).
 - (c) Prepare a summary report after the public involvement meeting(s).
 - (d) Discuss with the MUNICIPALITY the comments received and recommend the possible disposition of these comments and suggestions after the public involvement meeting(s).
 - (e) Make all the necessary arrangements for scheduling the public involvement meeting(s) and provide notices and press releases for the MUNICIPALITY'S use.
 - (f) Provide the MUNICIPALITY with copies of all public involvement correspondence and file notes.
 - (g) Coordinate meeting schedules with the MUNICIPALITY'S representative.
- (2) Public Involvement Plan:

Prepare a Public Involvement Plan for review by the MUNICIPALITY and the DEPARTMENT.

F. MEETINGS

- (1) Operational Planning Meeting will be concurrently with the PIM (Public Involvement Meeting) to discuss the organization and processing of the Services under this CONTRACT.

- (2) Participate in the pre-construction conference by phone as scheduled by the DEPARTMENT.

G. SURVEYS

- (1) Perform surveys referenced to Wisconsin Coordinate Reference System (WISCRS) NAD 83, 2011 adjustment, NAVD 88 2012 adjustment and Geoid model, in US Survey Feet.
- (2) Locate and survey the necessary United States Public Land Survey System (USPLSS) section corners, quarter section corners, block corners and other corner monuments of record in platted areas for the preparation of acquisition plats, descriptions, or exhibits. It is estimated that 3 corners need to be located. The limits/extends of the USPLSS corner and other corner monuments survey are the north radius point of 6th St to the south radius point of 11th St at a width of 50ft from the centerline of Prentice Avenue.
- (3) Locate and survey existing property monuments from prior plats and surveys of record to support the determination of existing property and R/W lines.
- (4) Conduct surveys that provide information necessary for the preparation of plats and acquisition of rights of way, interests, and property.
- (5) Set horizontal and vertical project control in accordance with the MANUAL. The limits/extends of the horizontal and vertical control survey are the north radius point of 6th St to the south radius point of 11th St at a width of 50ft from the centerline of Prentice Avenue.
- (6) File a Diggers Hotline locate request for all underground utility facilities within the project limits. Promptly survey all marked facilities. Facilities include but are not limited to: Gas, Telephone, Communications, Cable TV, Fiber Optic, Electric, Water, and Storm Sewer. Compare marked and surveyed facilities to utility system maps to identify discrepancies and work with utility owner to rectify. For any member facility owners that did not mark their utility facilities, submit one **No-Show Relocate** ticket specifying which member facility owners that were notified failed to mark their facilities on the specified job site.
- (7) Conduct full topographic and utility surveys for the preparation of existing planimetric mapping and DTM surface model. The limits/extends of the topographic and utility surveys are the north radius point of 6th St to the south radius point of 11th St at a width of 50ft from the centerline of Prentice Avenue.
- (8) Provide traffic control during survey operations in accordance with the Manual on Uniform Traffic Control Devices.
- (9) Submit all survey data (including description, measured, and computed data) to the DEPARTMENT in the LandXML format, in accordance with the MANUAL. Copies of original notes or printouts from other systems which may be used in addition to LandXML shall also be provided.

- (10) Upon request, field locate and temporarily mark the new right-of-way boundaries including all temporary and permanent easements in a manner which will facilitate the appraisal of all affected parcels and perform 1 partial survey effort for the re-staking of 23 parcels per effort. Staking activities shall be coordinated with the DEPARTMENT'S real estate section to provide at least two weeks lead time for the DEPARTMENT to notify property owners. Coordinate with DEPARTMENT Plat or Survey Coordinator to ensure proper control and datums/adjustments are used.

H. SOILS AND SUBSURFACE INVESTIGATIONS

- (1) Perform three borings of the existing pavement structure, including base courses and shoulders, in order to determine quantities and qualities of materials available for project needs.
- (2) All boreholes and monitoring wells shall be backfilled as per the April 20, 1992 guidelines titled "Wisconsin Department of Transportation Geotechnical Unit -Drilled Borehole and Monitoring Well Abandonment Procedures".

Record final borehole location; station and referenced offset and elevation.
CONSULTANT shall provide final boring location GPS coordinates.

- (3) Perform subsurface investigations to analyze project geotechnical concerns and provide full detailed recommendations. The soils shall be classified by pedological means to provide pavement design parameters.
- (4) Transmit to the DEPARTMENT gINT software boring logs for all completed borings, using the DEPARTMENT'S gINT template (contact Dan Reid for the template, 608-246-7946). Send these to the following email location at the time of PSE submittal: DOTDTSDGeotechnicalgINT@dot.wi.gov.
- (5) Transmit to the DEPARTMENT all soils laboratory testing summary and testing data sheets for tests performed on the soil and rock samples collected during the investigation. In addition, transmit the results of any field tests including vane shear tests, pressure meter tests and cone penetrometer tests. Send this in a .pdf format that references the DEPARTMENTS design project I.D., and send them to the followings email location at the time of PSE submittal: DOTDTSDGeotechnicalSirLab@dot.wi.gov.
- (6) Transmit to the DEPARTMENT all Soil Reports relating to structures, roadways, pavements and environment. Send this in a .pdf format that references the DEPARTMENTS design project I.D., and send them to the followings email location at the time of PSE submittal: DOTDTSDGeotechnicalSirLab@dot.wi.gov

I. ROAD PLANS

Section II C (9) in the Standard Provision of the CONTRACT is amended to include the following plans:

Marking and Signing Plan

Exhibits for replacement of 32 curb-ramps
Traffic control road closure plan (1 page overview utilizing local roadways)
Tree planting locations on plan and profile sheets
Storm Sewer Plan
Project Overview - Single Sheet Schematic Drawing

J. STRUCTURE PLANS

Not included in the CONTRACT and considered to be "Extra Services".

K. PLATS

- (1) Prepare Right-of-Way 6 exhibits for 23 parcels, descriptions, and relocation order for temporary easement impacts only in accordance with the MANUAL
- (2) Preparation of Right-of-Way Plats that provide information necessary for the preparation of plats and acquisition of permanent easement rights of way and property shall be considered "Extra Services."

M. TRAFFIC

- (1) Traffic data will be collected along Prentice Avenue. Any additional traffic data collection is not included and shall be considered "Extra Services".

N. SERVICES PROVIDED BY THE MUNICIPALITY

The MUNICIPALITY will provide to the CONSULTANT the following for the PROJECT:

1. Traffic Control for soil borings

PROSECUTION AND PROGRESS

- (1) The CONSULTANT shall report on the progress of the PROJECT as stipulated in the contract agreement. Standard benchmarks, consistent with DEPARTMENT'S internal staff benchmarks, will be reported monthly to the MUNICIPALITY. The actual start, projected or actual finish date, and percent of work complete will be included for all relevant benchmarks on any project report required for delivery to DEPARTMENT staff. The report can be delivered in electronic format consistent with current DEPARTMENT standards (Microsoft Project), or on paper.
- (2) The CONSULTANT proposes to sublet these services to:
 - (a) For Subsurface Investigations sublet to Professional Service Industries, Inc (PSI).
 - (b) For Title Search services sublet to Northwest Land Title, Inc.
 - (c) For Archaeological and Architecture/History Investigations services sublet to Commonwealth Heritage Group

- (3) The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, if CONSULTANT has received the Notice to Proceed by May 15, 2022.

Report Title	Date
Public Involvement Plan	July 2022
Public Involvement Meeting	August 2022
30% Roadway Plan	September 2022
Environmental Document (CEC)	October 2022
60% Roadway Plan	January 2023
Design Study Report	February 2023
90% Pre-PS%E Documents	August 2023
Final P.S. & E.	November 2023

Consultant Individual Direct Labor Rates

8895-00-13

6th St E to 11th St E

Prentice Avenue

City of Ashland

Employee Name(a)	Classification (b)	Current Rate(c)	Rate of Pay AFTER June 2022 (3.2%)	Rate of Pay AFTER June 2023 (3.2%)	Rate of Pay AFTER June 2024 (3.2%)	% of Work At Current Rate	% Work After June 2022	% Work After June 2023	% Work After June 2024	TOTAL %	FINAL Weighted Average Hourly Rate(V)
Matt Van Natta	Project Manager	\$ 50.50	\$ 52.12	\$ 53.79	\$ 55.51	5%	50%	45%	0%	100%	\$ 52.79
Dan Penzkover	CS Manager	\$ 66.41	\$ 68.54	\$ 70.73	\$ 72.99	5%	50%	45%	0%	100%	\$ 69.42
Laura Schimmel	Project Engineer	\$ 34.44	\$ 35.54	\$ 36.68	\$ 37.85	5%	50%	45%	0%	100%	\$ 36.00
Derrick Bacha	Staff Engineer	\$ 42.00	\$ 43.34	\$ 44.73	\$ 46.16	5%	50%	45%	0%	100%	\$ 43.90
Paul Stauffer	Lead Technician	\$ 46.27	\$ 47.75	\$ 49.28	\$ 50.86	5%	50%	45%	0%	100%	\$ 48.36
Annie Jerome	Cad Technician	\$ 32.26	\$ 33.29	\$ 34.36	\$ 35.46	5%	50%	45%	0%	100%	\$ 33.72
Jason Cance	Sr RLS	\$ 46.88	\$ 48.38	\$ 49.93	\$ 51.53	5%	50%	45%	0%	100%	\$ 49.00
Collin Tomesh	Survey Crew Chief	\$ 29.46	\$ 30.40	\$ 31.37	\$ 32.37	5%	50%	45%	0%	100%	\$ 30.79
Mary Campbell	Accounting Clerk	\$ 37.83	\$ 39.04	\$ 40.29	\$ 41.58	5%	50%	45%	0%	100%	\$ 39.54
Heather Hinke	Clerical	\$ 25.22	\$ 26.03	\$ 26.86	\$ 27.72	5%	50%	45%	0%	100%	\$ 26.36
			\$ -	\$ -	\$ -	0%	0%	0%	0%	0%	\$ -

Summary of Staff Hours and Direct Labor Costs

8895-00-13
6th St E to 11th St E
Prentice Avenue
City of Ashland

Classification		Project Manager		CS Manager		Project Engineer		Staff Engineer		Lead Technician		Cad Technician		Sr RLS		Survey Crew Chief		Accounting Clerk		Clerical			
Average Hourly Wage		\$52.79		\$69.42		\$36.00		\$43.90		\$48.36		\$33.72		\$49.00		\$30.79		\$39.54		\$26.36		Total Direct Labor	
Task	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Design-Reports	748	2.0	\$ 105.58			4.0	\$ 144.00	13.0	\$ 570.70													19.0	\$ 820.28
Soils Engineering	208	2.0	\$ 105.58					1.0	\$ 43.90													3.0	\$ 149.48
Pavement Design, Materials	277	0.5	\$ 26.40			2.0	\$ 72.00	3.0	\$ 131.70													5.5	\$ 230.10
Envir Imp-Contaminated Sites	765	0.5	\$ 26.40					3.0	\$ 131.70													3.5	\$ 158.10
Envir Imp-Environment Documents	767	8.0	\$ 422.32					24.5	\$ 1,075.55													32.5	\$ 1,497.87
Proj Dev-Utilities/RR/Agency	746	4.0	\$ 211.16			6.0	\$ 216.00	4.0	\$ 175.60													14.0	\$ 602.76
Public Inf. Meetings & Hearing	743	10.5	\$ 554.30					2.0	\$ 87.80			2.0	\$ 67.44							3.0	\$ 79.08	17.5	\$ 788.62
Survey-General	729															95.0	\$ 2,925.05					95.0	\$ 2,925.05
Process Survey Data	775											10.0	\$ 337.20			2.0	\$ 61.58					12.0	\$ 398.78
Design-R/W-Plats Development	745											36.0	\$ 1,213.92	37.0	\$ 1,813.00							73.0	\$ 3,026.92
Prelim Design-General	741	8.0	\$ 422.32			11.0	\$ 396.00	84.0	\$ 3,687.60	98.0	\$ 4,739.28	12.0	\$ 404.64									213.0	\$ 9,649.84
Design-Cadds-Drafting	770					6.0	\$ 216.00	16.0	\$ 702.40	153.0	\$ 7,399.08	149.0	\$ 5,024.28									324.0	\$ 13,341.76
Signals And Lighting	785									3.0	\$ 145.08			5.0	\$ 245.00							8.0	\$ 390.08
Preliminary Structure Design	1001																					0.0	\$ -
Finalize Design Elements	742	7.0	\$ 369.53	2.0	\$ 138.84	10.0	\$ 360.00	45.0	\$ 1,975.50	156.0	\$ 7,544.16	4.0	\$ 134.88									224.0	\$ 10,522.91
Final Structure Design	1002																					0.0	\$ -
Plans, SP's And PS&E Docs	794	3.0	\$ 158.37	2.0	\$ 138.84	13.0	\$ 468.00	24.0	\$ 1,053.60	9.0	\$ 435.24											51.0	\$ 2,254.05
Project Develop-Meetings	747	4.5	\$ 237.56			3.0	\$ 108.00	1.0	\$ 43.90													8.5	\$ 389.46
Project Dev-Admin/Coordination	740	20.0	\$ 1,055.80															16.0	\$ 632.64	2.0	\$ 52.72	38.0	\$ 1,741.16
																						0.0	\$ -
																						0.0	\$ -
		70.0	\$ 3,695.32	4.0	\$ 277.68	55.0	\$ 1,980.00	220.5	\$ 9,679.95	419.0	\$ 20,262.84	213.0	\$ 7,182.36	42.0	\$ 2,058.00	97.0	\$ 2,986.63	16.0	\$ 632.64	5.0	\$ 131.80	1,141.5	\$ 48,887.22

Fee Computation Summary by Engineering Task

8895-00-13

6th St E to 11th St E

Prentice Avenue

City of Ashland

Task	Activity Code	Direct Labor Costs	Overhead Costs	Fixed Fee/Profit	Direct Expenses	Total
Design-Reports	748	\$820.28	\$1,538.68	\$148.68	\$110.20	\$2,617.84
Soils Engineering	208	\$149.48	\$280.39	\$27.09	\$17.40	\$474.36
Pavement Design, Materials	277	\$230.10	\$431.62	\$41.71	\$31.90	\$735.33
Envir Imp-Contaminated Sites	765	\$158.10	\$296.56	\$28.66	\$20.30	\$503.62
Envir Imp-Environment Documents	767	\$1,497.87	\$2,809.70	\$271.49	\$188.50	\$4,767.56
Proj Dev-Utilities/RR/Agency	746	\$602.76	\$1,130.66	\$109.25	\$81.20	\$1,923.87
Public Inf. Meetings & Hearing	743	\$788.62	\$1,479.29	\$142.94	\$101.50	\$2,512.35
Survey-General	729	\$2,925.05	\$5,486.81	\$530.17	\$4,469.50	\$13,411.53
Process Survey Data	775	\$398.78	\$748.03	\$72.28	\$69.60	\$1,288.69
Design-R/W-Plats Development	745	\$3,026.92	\$5,677.90	\$548.63	\$1,152.20	\$10,405.65
Prelim Design-General	741	\$9,649.84	\$18,101.17	\$1,749.03	\$1,235.40	\$30,735.44
Design-Cadds-Drafting	770	\$13,341.76	\$25,026.47	\$2,418.19	\$1,879.20	\$42,665.62
Signals And Lighting	785	\$390.08	\$731.71	\$70.70	\$160.40	\$1,352.89
Preliminary Structure Design	1001					\$0.00
Finalize Design Elements	742	\$10,522.91	\$19,738.87	\$1,907.28	\$1,299.20	\$33,468.26
Final Structure Design	1002					\$0.00
Plans, SP's And PS&E Docs	794	\$2,254.05	\$4,228.15	\$408.55	\$295.80	\$7,186.55
Project Develop-Meetings	747	\$389.46	\$730.55	\$70.59	\$49.30	\$1,239.90
Project Dev-Admin/Coordination	740	\$1,741.16	\$3,266.07	\$315.59	\$520.40	\$5,843.22
						\$0.00
		\$48,887.22	\$91,702.63	\$8,860.83	\$11,682.00	\$161,132.68

Overhead Rates

Field 0.00%
Firm 187.58%

Fixed Fee: 7.25%

Fixed Fee Calculation Overhead Rate 150.00%

Direct Expenses by Item

8895-00-13

6th St E to 11th St E

Prentice Avenue

City of Ashland

Item	Activity Code	Unit Amount	Unit Type	Rate	Total Expenses
Computer Usage		1141.5	Hours	\$5.80	\$6,620.70
Survey					
Survey Vehicle	729	95	Hours	\$4.90	\$465.50
GPS - Survey Grade	729	95	Hours	\$15.00	\$1,425.00
Survey Mileage	729	400	Miles	\$0.57	\$228.00
Meals/Lodging	729	12	Person - Days	\$150.00	\$1,800.00
ATV / UTV	729		Hours	\$12.50	\$0.00
Design Review Meetings (xx) (xxx)					
Meals	747		Person - Days	\$25.00	\$0.00
Meeting Mileage	747		Miles	\$0.57	\$0.00
Utility Coordination Meeting (x) xxx					
Meals	746		Person - Days	\$25.00	\$0.00
Meeting Mileage	746		Miles	\$0.57	\$0.00
Preconstruction Meeting (x) xxxx					
Meals	747		Person - Days	\$25.00	\$0.00
Meeting Mileage	747		Miles	\$0.57	\$0.00
Traffic Counters					
Meals	785		Person - Days	\$25.00	\$0.00
Meeting Mileage	785	200	Miles	\$0.57	\$114.00
Temporary R/W Staking (xxxx)					
Survey Vehicle	745	22	Hours	\$4.90	\$107.80
GPS Equipment	745		Hours	\$25.00	\$0.00
Survey Mileage	745	300	Miles	\$0.57	\$171.00
Meals/Lodging	745	3	Person - Days	\$150.00	\$450.00
ATV / UTV	745		Hours	\$12.50	\$0.00
Wetland Delineation					
Survey Vehicle	767		Hours	\$4.50	\$0.00
GPS Equipment	767		Day	\$120.00	\$0.00
Survey Mileage	767		Miles	\$0.57	\$0.00
Meals/Lodging	767		Person - Days	\$150.00	\$0.00
ATV / UTV	745		Hours	\$12.50	\$0.00
Reproductions	740	1	L.S.	\$300.00	\$300.00
TOTAL					\$11,682.00

Total Fee Computation

8895-00-13

6th St E to 11th St E

Prentice Avenue

City of Ashland

8895-00-13	Project ID	Project ID	Project ID	Project ID	Totals
	1141.5	XXXX-XX-XX	XXXX-XX-XX	XXXX-XX-XX	
Number of Staff Hours	1141.5				1141.5
Total Direct Labor (\$)	\$48,887.22				\$48,887.22
Total Overhead Costs (\$)	\$91,702.63				\$91,702.63
Fixed Fee_% (\$)	\$8,860.83				\$8,860.83
Total Direct Expenses (\$)	\$11,682.00				\$11,682.00
Subtotal	\$161,132.68	\$0.00	\$0.00	\$0.00	\$161,132.68
PSI	\$4,500.00				\$4,500.00
Northwest Land Title	\$805.00				\$805.00
CHG	\$5,569.63				\$5,569.63
Subcontract Total (\$)	\$10,874.63	\$0.00	\$0.00	\$0.00	\$10,874.63
TOTAL COST	\$172,007.31	\$0.00	\$0.00	\$0.00	\$172,007.31



Professional Service Industries, Inc.
12839 30th Avenue, Chippewa Falls, WI 54729
Phone: (715) 738-2770

April 19, 2022

Mr. Matt Van Natta
Short Elliott Hendrickson, Inc.
10 North Bridge Street
Chippewa Falls, Wisconsin 54729

RE: Proposal for Geotechnical Engineering Services
Prentice Avenue Reconstruction
Ashland, Wisconsin
PSI Proposal Number: 370189 (Revised)

Dear Mr. Van Natta:

In accordance with your request, Professional Service Industries, Inc. (PSI), is pleased to submit this proposal to provide the preliminary engineering services for the above referenced project. A brief description of our understanding of the scope of services to be provided is included in the following paragraphs.

BACKGROUND

It is understood that the proposed project will consist of the reconstruction of an approximate 0.35 mile section of Prentice Avenue, between 6th Street East and 11th Street East, in the City of Ashland, Wisconsin. This project will also include the installation of water main.

SCOPE

It is understood that three (3) soil borings to a depth of 15 feet below ground surface are required for this project. The borings will be advanced to the depth referenced above, or to refusal, whichever is shallower. It is understood that traffic control will be provided by the City of Ashland.

The borings will be performed using an ATV-mounted drill rig utilizing continuous flight hollow stem auger to advance the boreholes. Soil samples will be collected at 2.5-foot intervals to a depth of 10 feet and at 5-foot intervals thereafter. The samples will be secured by employing split-barrel sampling procedures in general accordance with ASTM D-1586. The borings will be backfilled upon completion and patched at the surface. However, once backfilled and surface patched, it is possible that the backfill within the borehole will settle when surface water or groundwater enters the hole, thus causing the surface patch to fail. PSI cannot be responsible for monitoring the condition of said boreholes; therefore, the condition of the boreholes should be monitored by the property owner once PSI has demobilized from the site.

Representative soil samples obtained during the field exploration program will be returned to the laboratory for classification and a limited number of engineering properties tests. The nature and extent of this laboratory testing program will be dependent up on the subsurface conditions encountered during the field exploration program, and may include testing selected samples to evaluate the soils' moisture content, plasticity, grainsize, and relative strength characteristics.



The results of the subsurface exploration and laboratory testing will be utilized in an engineering evaluation, and presented in a written report which will include the following:

- A determination of soil and groundwater conditions within the depth of the borings.
- Subgrade preparation guidelines for pavements and utilities, and for the selection and placement of structural fill.
- Construction considerations relating to subgrade preparation, site drainage, groundwater control and excavations.
- Provide pavement design parameters; including soil support value, modulus of subgrade reaction, frost index and design group index.

SPECIAL INSTRUCTIONS

Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. PSI will attempt to minimize such damage, but no restoration other than backfilling the soil test borings and surface patching is included. Extra soil cuttings (after back filling in the boreholes) will be thinspread in green areas.

PSI will contact Diggers Hotline for public utility clearance prior to the start of drilling activities. However, this service does not mark the locations of privately owned utilities. PSI's proposal is based on private utility lines and other subsurface appurtenances being located in the field by others prior to our mobilization. The cost of private utility locating is not included in PSI's proposal. If PSI is asked to provide this service, an additional fee will apply.

COST ESTIMATE

It is proposed that the fee for performance of the outlined scope of services be charged on a lump sum basis, in accordance with the Estimate Worksheet and pursuant to the General Conditions, both of which are enclosed herein. Based on the scope of services outlined above, the total fee for the geotechnical services will be \$4,500.00. Any special equipment required for site access and any delays beyond the control of our personnel, will be considered as additional costs.

AUTHORIZATION

PSI will proceed with the work on the basis of written approval. Please provide formal acceptance by having an appropriate party sign in the space below. The return of only the signature page will indicate acceptance of the entire proposal document, including the attached General Conditions.

Should you have any questions regarding this proposal, or if we could be of any other assistance, please call at any time. We are looking forward to working with you on this project.



Sincerely,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Electronic Copy

Jeffrey A. Manninen
Branch Manager

Electronic Copy

James M. Becco, P.E.
Vice President

Attachments: Estimate Worksheet
 General Conditions

PROPOSAL ACCEPTANCE:

AGREED TO, THIS _____	DAY OF _____	, 2022.
BY (please print): _____		
TITLE: _____		
COMPANY: _____		
SIGNATURE: _____		

PROFESSIONAL SERVICE INDUSTRIES INC. ESTIMATE WORKSHEET

Client Name: Short Elliott Hendrickson, Inc. .
Project Name: Prentice Avenue Reconstruction
Project Location: Ashland, Wisconsin

Date: 04-19-2022
PSI Proposal No. 370189 (Revised)

		<u>Quantity</u>	<u>Unit Fee</u>	<u>Total</u>
FIELD EXPLORATION SERVICES				
1.	Mobilization of drilling equipment and personnel	1	Lump Sum \$750.00	\$750.00
2.	Drilling support vehicle	1	Lump Sum \$250.00	\$250.00
3.	Soil borings with sampling, including abandonment and surface patching, to a maximum depth of 15 feet	3	Each \$450.00	\$1,350.00
4.	Engineering - Includes laboratory testing and report	1	Lump Sum \$2,150.00	\$2,150.00
TOTAL ESTIMATED FEE:				\$4,500.00

GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

GENERAL CONDITIONS

10. **ALLOCATION OF RISK:** CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
16. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
17. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
18. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



This proposal contains pricing and other information confidential and proprietary to Commonwealth Heritage Group, Inc. Disclosure of this proposal's contents to persons or organizations outside SEH, Inc., the City of Ashland, and the Wisconsin Department of Transportation is not authorized without specific written permission of Commonwealth Heritage Group, Inc. All technical specifications in this proposal are valid for 90 days unless an agreement is reached and executed.

Date: April 20, 2022 W-2244

To: Matt Van Natta
SEH, Inc.

From: Greg Rainka 

Subject: Proposal – Archaeological and Architecture/History Investigations
WisDOT Project ID 8895-00-13
Prentice Avenue, 6th Street E to 11th Street E
Ashland

Commonwealth Heritage Group, Inc. (Commonwealth) is pleased to present the following proposal to SEH, Inc. (SEH) for cultural resources services for the subject WisDOT project in Ashland. It is our understanding that archaeological and architecture/history investigations are needed pursuant to Section 106 of the National Historic Preservation Act and its implementing regulations.

ARCHAEOLOGICAL INVESTIGATIONS

Records and Literature Review

The initial archaeological task will consist of reviewing background information compiled for the project to ensure that it is current. The study area will include the Area of Potential Effects (APE) and the surrounding area. We will review the Wisconsin Historic Preservation Database (WHPD) to identify previously recorded archaeological and cemetery/burial sites in the project area. Other sources that potentially will be consulted may include, but are not necessarily limited to, previous cultural resource investigations in the project area, historic plat maps and atlases, and relevant literature pertaining to potential archaeological resources. For the purposes of background discussion and supporting the choice of field methods, Commonwealth will search for and identify archaeological sites within one mile of the project corridor.

Phase I Archaeological Field Investigations

The next stage of the archaeological investigations will consist of a Phase I archaeological survey of the APE. Based on the information provided to date, the project will reconstruct 0.34 miles of Prentice

Avenue. For the purposes of this proposal, Commonwealth assumes an archaeological survey area 10 feet beyond the existing right-of-way on each side of the project corridor. Survey will be conducted employing standard archaeological techniques and may include both shovel testing and pedestrian (walkover) survey.

The following field techniques are consistent with the requirements of the Wisconsin DHP and the *Guidelines for Public Archeology in Wisconsin* (2012) and the most recent *Wisconsin Department of Transportation Facilities Development Manual* (FDM). Archaeological fieldwork will be completed using a one-person field team. In areas with substantial exposed ground visibility (> 10 percent), our field team will undertake a controlled surface survey with a 10-m interval maintained between visual transects. In areas where surface visibility is less than 15 percent, shovel testing will be conducted. Spacing between shovel tests and shovel test transects will not exceed 15 m. Shovel testing will not be undertaken on steep slopes, in wetlands, or in areas of obvious disturbances (e.g., borrow pits, two-track roads). Disturbed areas will, however, be evaluated by soil probes or shovel tests placed at a 45-m interval to verify the disturbance. The field conditions, methods, and presence of disturbance will be documented on project plans.

Each shovel test will be approximately 35 cm to 50 cm in diameter (depending on the depth needed to reach sterile subsoil) and excavated to a depth sufficient to verify the presence of sterile, undisturbed subsoil. The contents of each shovel test unit will be screened through 1/4-in hardware cloth. If a shovel test produces artifacts, additional radial shovel tests will be excavated in cardinal directions from the findspot at 5-m intervals until two consecutive negative shovel tests are encountered. All shovel tests will be numbered and observations recorded individually on project forms and tied to project maps. The type of survey coverage (shovel testing versus walkover) and ground surface conditions, including disturbances, will also be recorded on project maps.

The location of each site will be recorded on project maps, and a compass and pace map will be produced to tie the site into the surrounding landscape. All sites will be referenced to the nearest permanent landmark. Site boundaries will be based on the surface distribution of artifacts or shovel tests containing artifacts within the survey corridor. During the fieldwork stage, particular attention will be given to locations within the proposed construction area that might contain sites identified during the background and literature search. All located or relocated sites will be photographed in color, plotted using GPS technology, and recorded on project maps. Verbal notification of the results of the survey will be provided within five working days of completion of the fieldwork.

It is assumed that SEH will be responsible for notifying landowners within the survey area and securing landowner permission to conduct survey outside of the existing right-of-way, where necessary. Fieldwork will commence after landowner permission has been secured. SEH also will provide preliminary design plans and/or files prior to commencement of the survey to facilitate Commonwealth's delineation of the APE and use of GPS equipment during fieldwork.

Laboratory Analysis

In the event that artifacts are recovered, they will be cleaned, processed, and analyzed. To the extent feasible, artifacts will be classified according to chronology and/or cultural affiliation, function, and raw material. An inventory will be produced for inclusion in the report and will be generated using Commonwealth's computerized database developed for archaeological collections. The types and quantities of artifacts will be integrated into the report on a site-by-site basis to help evaluate site



significance. Artifact analysis will be done in accordance with the *Guidelines for Public Archeology in Wisconsin* (2012).

For each new site located, Commonwealth will complete a Wisconsin Archaeological Site Inventory (ASI) form and obtain a state site number from the Wisconsin DHP. For each site that has previously recorded and for which new information is derived, an ASI Update form will be completed. The state codification number will be recorded on all analytic paperwork, artifact bags and inventory cards, and field notes, at this time.

Curation

Artifacts will be prepared for curation in accordance with 36 CFR Part 79, Curation of Federally- Owned and Administered Archaeological Collections. Commonwealth will make arrangements for curation of the artifacts with a State-approved repository, and the ASI will be updated to reflect the final disposition of collections. Costs are not included in this proposal and will be negotiated once the volume of materials needing curation is known.

Report Preparation

Commonwealth assumes no archaeological sites will be found. Under the Memorandum of Agreement between WisDOT and the Wisconsin DHP, we will complete an Archaeological Survey Field Report (ASFR) and Archaeological Records and Literature Review form in lieu of a formal report. Should a site be found, a formal Phase I survey report will be required to fully document the site and provide sufficient information to make a preliminary evaluation regarding National Register of Historic Places (National Register) eligibility. The preparation of a formal Phase I survey report and Determination of Eligibility (DOE) for any identified archaeological sites are not included in this proposal.

ARCHITECTURE/HISTORY INVESTIGATIONS

Background Research and Reconnaissance-Level Survey

Commonwealth will conduct background and archival research and review the Wisconsin Historic Preservation Database (WHPD) to determine if any properties in the project area were previously surveyed. Commonwealth will then complete an architecture/history survey of properties that may be directly or indirectly affected by the project in accordance with the Wisconsin Historical Society's *Survey Manual*. We will identify, photograph, and assess the National Register eligibility of individual buildings, structures, and objects, as well as any districts that are present. Additional photographs depicting streetscapes and view sheds will be provided as needed to document the project's APE. Verbal notification of our survey results will be provided to SEH within three working days of completion of the fieldwork.

Commonwealth assumes the APE for architecture/history will be defined to include properties adjacent to Prentice Avenue within the project limits. A preliminary review of the WHPD indicated there are about 10 previously surveyed properties within the assumed APE, none of which are listed on or determined eligible for listing on the National Register. For the purposes of this proposal, Commonwealth assumes that up to 12 properties will require survey/resurvey and no properties will be identified with potential architectural or historical significance. The results of the survey will be documented in an Architecture/History Survey Report (AHSR), as required by WisDOT and the Wisconsin State Historic Preservation Office (SHPO).

OTHER SERVICES INCLUDED

In addition to the archaeological and architecture/history investigations, Commonwealth will assist SEH with completing the Section 106 form and will notify local historical societies and other local interested parties to solicit comments about the project and its potential to affect historic properties.

SERVICES NOT INCLUDED

This proposal assumes no archaeological sites will be found and therefore does not include a Phase I archaeological survey report. This proposal also does not include preparation of DOEs or an assessment of effects to historic properties. Further, Commonwealth will not be providing services related to Section 4(f) and/or 6(f).

DELIVERABLES

Electronic drafts of the ASFR and AHSR will be submitted to SEH for review and comment. Following receipt of comments, both digital and hard copies of the final reports may be submitted to SEH for your files and distribution.

PERSONNEL QUALIFICATIONS

Commonwealth will dedicate the following key personnel to this project:

Project Manager and Architectural Historian

Greg Rainka (M.S., The School of the Art Institute of Chicago) is currently Assistant Regional Director for Commonwealth's Wisconsin office. He has more than 14 years of experience (six with Commonwealth) as an architectural historian, cultural resources specialist, preservation planner, and project manager, and exceeds the Secretary of the Interior's Professional Qualification Standards for History and Architectural History. His job responsibilities have primarily included documenting and facilitating project compliance with federal and state historic preservation and environmental laws and regulations. He has completed numerous historic and cultural resource studies for transportation, energy, telecommunication, and other infrastructure projects, and has surveyed and evaluated residential, commercial, industrial, agricultural, military, and tribal property types, as well as engineering resources such as power generation facilities, water control structures, roads, railroads, and bridges. Mr. Rainka has also completed National Register nominations and HABS/HAER reports; participated in statewide contextual studies and historic bridge and road inventories; and prepared historic structures reports, historic property maintenance plans, and agreement documents. From 2012 to 2015, Mr. Rainka was a contract staff historian for WisDOT. In that role, he reviewed compliance documentation for WisDOT projects and worked directly with the SHPO to complete the compliance process. He was also responsible for planning WisDOT's annual training for architecture/history consultants and regional environmental coordinators.

SCHEDULE

Commonwealth will complete pre-field research within 3 business days of receiving authorization to proceed. Weather permitting, the archaeological and architecture/history surveys will begin within 10 business days of receiving authorization to proceed. Commonwealth proposes to prepare draft survey



reports within 10 business days after the completion of the fieldwork. All final reports will be submitted within 3 business days of receiving comments from SEH.

COST

Based on our assumptions, Commonwealth proposes to complete archaeological and architecture/history surveys and associated reporting for the Prentice Avenue project in Ashland for actual costs up to \$5,200.91 plus a fixed fee of \$368.72 for a total cost not to exceed \$5,569.63. Attached is a breakdown of costs.

Archaeological and Architecture/History Investigations WisDOT Project ID 8895-00-13 Prentice Avenue, 6 th Street E to 11 th Street E Ashland						
Salary & Wages	Rate	Prefield	Field	Report	Total	TOTAL
G. Rainka – Project Manager	\$35.54	2		6	8	\$284.32
K. Stanger – Architectural Historian	\$20.80	4	16	24	44	\$915.20
R. Jones – Archaeologist	\$25.70	2	16	6	24	\$616.80
E. Hulit – GIS/Graphics	\$29.40	3		3	6	\$176.40
P. Moriarity – Administrative Support	\$20.80	1		1	2	\$41.60
Subtotal		12	32	40	84	\$2,034.32
General and Administrative						
Labor x 1.1943			\$2,429.59			
Subtotal						\$2,429.59
Fixed Fee						
Labor x 2.5 x 7.25%			\$368.72			
Subtotal						\$368.72
Labor Subtotal						\$4,832.63
<u>Non-Labor</u>						
Transportation						
	Days	Cost				
Vehicle and Fuel @\$100.00/day	4	\$400.00				\$400.00
						\$400.00
Travel						
	Days	Cost				
Per Diem @\$55.00/day	2	\$110.00				\$110.00
Lodging @\$96.00/day	2	\$192.00				\$192.00
						\$302.00
Additional Expenses						
	Qty	Cost				
GPS Units @\$35.00/day	1	\$35.00				\$35.00
Reproduction and Printing	0	\$0.00				\$0.00
Postage and Delivery	0	\$0.00				\$0.00
						\$35.00
Non-Labor Subtotal						\$737.00
Total Estimated Cost						\$5,569.63



Northwest Land Title, Inc.

105 Central Ave • P.O. Box 520 • Milltown, Wisconsin 54858 • Phone: 715-825-4411 • Fax: 715-825-4226
<http://nw-title.com>

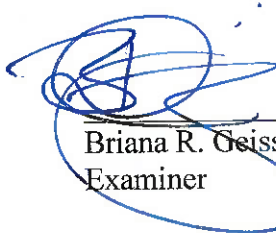
March 23, 2022

Jason Cance, Professional Land Surveyor
SEH
10 North Bridge Street
Chippewa Falls, WI 54729

Re: City of Ashland – Prentice Street

Northwest Land Title would be pleased to provide title searches done to State of Wisconsin, Department of Transportation standards.

4.1 ownership reports for \$35 per parcel.



Briana R. Geissinger,
Examiner

23 parcels x \$35.00 a piece = \$805.00

SUBJECT: Approve a Accept a Quotation from Dakota Supply Group for the Purchase of Kamstrup flowIQ Water Meters and AMI Fixed Network System (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
City Attorney
Finance Director
Public Works Director

EXHIBITS: 1. Dakota Supply Group Quotation, March 22, 2022
2. Kamstrup Price Adjustment Memo - July 1 2022

EXPENDITURES REQUIRED:
\$981,234.00 - Dakota Supply
Group Quotation
\$15,000.00 - Contingency
Funds
\$996,234.00 - Total Purchase
Cost

AMOUNT BUDGETED: -\$0-

**APPROPRIATION
REQUIRED:** \$498,117.00- Fund 680 (2023 Revenue Bonds)
\$498,117 .00- Fund 690 (2023 Revenue Bonds and/or cash reserves)

**TREASURER'S
CERTIFICATE:** The Treasurer's Office has certified on June 8th, 2022, that Dakota Supply Group is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORD. 51: The Mayor and/or Clerk has consented to placement of this agenda item on the Council agenda as timely action is needed.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The proposed development conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan.

SUMMARY STATEMENT:

At the May 31 Committee of the Whole Meeting, Utility staff presented information related to the City's existing water metering system. Water meters are used to monitor water consumption in any building or dwelling connected to the water system and meter readings are used to determine bi monthly utility (water & sewer) bills. Thus, performance of the meter system impacts revenue for both the water and sewer Utilities.

A modern (ultrasonic) meter has an estimated useful life of 20 yrs. Older (mechanical) style meters have an estimated useful life of 10 yrs and may contain lead. Mechanical meters have parts that wear with age, resulting in the meters underreporting water use. Out of approximately 3,000 meters, about 41% of Ashland's existing water meters are greater than 20 yrs old while another 21% are between 10-20 years old.

The age of the City's existing water metering system is contributing to a general decline in Utility revenue as well as the presence of excessive non revenue water in the drinking water system. The proposed complete meter system change out presents the opportunity for the Utility to increase revenue by fully capturing water use, to achieve multiple operation efficiencies, and provide enhanced customer service.

Staff is recommending approval of an equipment purchase for meter water meters to allow the complete meter system change out to be scheduled for spring 2023. Dakota Supply Group is the regional vendor for Kamstrup water meters, which have been selected by staff following an evaluation of available options. Timely action is needed due to anticipated cost increased associated with water meter production, delivery and commissioning.



QUOTATION

845 Berkshire Lane North
Plymouth, MN 55441
Company: (952) 935-0445

kamstrup
Official partner

Brad Simms, Territory Manager
brad.simms@dsgsupply.com
Mobile: (952) 300-0352

DATE: March 22, 2022	CUSTOMER #: 40960	QUOTE #: S101670842
TO: Ashland Water Utility Attn: John Butler 2020 6th St E Ashland, WI 54806	REFERENCE: BUDGETARY PROPOSAL FOR 2022 Kamstrup flowIQ Meters & AMI Fixed Network System *** All Meters are Cubic Feet ***	

QTY	DESCRIPTION	PRICE	TOTAL
1	Kamstrup READY for AMI Fixed Network System: <i>(Credit of \$1,212 for READY AMR)</i> (1) READY Manager for Water AMI (≤ 800 metering points) (1) READY Manager for Water AMI (≤ 1600 metering points) (1) READY Manager for Water AMI (≤ 2400 metering points) (1) READY Manager for Water AMI (≤ 3200 metering points) (1) READY Manager for Water AMI (≤ 4000 metering points)	\$ 7,133.00 \$ 10,924.00 \$ 13,807.00 \$ 17,351.00 \$ 19,196.00	\$ 17,984.00
2309	flowIQ 2250 - 5/8" x 1/2" x 7 1/2" 25 GPM Composite Meter w/ Internal RF Transmitter	\$ 260.00	\$ 600,340.00
433	flowIQ 2250 - 5/8" x 3/4" x 7 1/2" 25 GPM Composite Meter w/ Internal RF Transmitter	\$ 260.00	\$ 112,580.00
86	flowIQ 3250 - 1" x 10 3/4" 55 GPM Stainless Steel Meter w/ Internal RF Transmitter	\$ 395.00	\$ 33,970.00
43	flowIQ 3200 - 1 1/2" x 13" 120 GPM Stainless Steel Meter w/ Internal RF Transmitter	\$ 895.00	\$ 38,485.00
55	flowIQ 3200 - 2" x 17" 160 GPM Stainless Steel Meter w/ Internal RF Transmitter	\$ 1,125.00	\$ 61,875.00
16	flowIQ 3200 - 3" x 12" 350 GPM Stainless Steel Meter w/ Internal RF Transmitter	\$ 1,895.00	\$ 30,320.00
1	flowIQ 3200 - 4" x 14" 700 GPM Stainless Steel Meter w/ Internal RF Transmitter	\$ 2,695.00	\$ 2,695.00
160	US Wall Antenna with AMI Plug, 450 MHz (6.6 ft cable) - <i>Optional</i>	\$ 65.00	\$ 10,400.00
0	US Wall Antenna with AMI Plug, 450 MHz (65.6 ft cable) - <i>Optional</i>	\$ 165.00	\$ -
1	Optical Head with USB for Meter Programming	\$ 330.00	\$ 330.00
1	Gaskets, Bolts & Nuts for Meters	\$ 2,781.20	\$ 2,781.20
2	Kamstrup READY AMI Collector - <i>Requires AMI Propagation Study</i>	\$ 7,000.00	\$ 14,000.00
2	Subcontractor Installation Services for AMI Collector - <i>Estimate Only</i>	\$ 6,500.00	\$ 13,000.00
1	Kamstrup Professional Services - READY AMI Do-It-Assisted Rollout Services	\$ 35,000.00	\$ 35,000.00
1	Annual READY Hosting & Support Agreement for AMI: <i>(Prorated Credit = \$1,142)</i> (1) READY Manager for Water AMI (≤ 800 metering points) (1) READY Manager for Water AMI (≤ 1600 metering points) (1) READY Manager for Water AMI (≤ 2400 metering points) (1) READY Manager for Water AMI (≤ 3200 metering points) (1) READY Manager for Water AMI (≤ 4000 metering points)	\$ 2,052.00 \$ 4,385.00 \$ 5,309.00 \$ 6,338.00 \$ 7,074.00	\$ 7,074.00
1	Annual Notification Services Hosting & Support (≤ 4000 metering points)	\$ 400.00	\$ 400.00
Budgetary Total		\$	981,234.20

FOB: Plymouth, MN | Terms: Net 30 | Delivery: Stock to 16+ Weeks

BY: Brad Simms, Territory Manager This quotation is good until June 30, 2022

GENERAL TERMS & CONDITIONS

All sales of materials or equipment are expressly conditioned upon the terms and conditions set forth below. Any additional or different terms or conditions set forth in the purchase order of the Purchaser or in any similar such communications are hereby object to and shall not be bidding or effective unless asserted to in writing by an officer or credit manager of the company.

PRICE QUOTATIONS

All quotations are made in accordance with our interpretation of the plans and specifications. Quotations include only the materials listed and are subject to correction for errors. Deviations in quantities may modify prices quoted. Any orders resulting from quotations are subject to the approval of our credit department. In case of a price increase, any unfilled portion of any order will be billed at the price in effect at the time of shipment unless otherwise stated in quotation. Prices quoted do not include any state or federal taxes.

SALES PRICES & TERMS

Prices are subject to change without notice. Prices do not include sales, use, excise or similar taxes and where applicable, such taxes shall be billed as a separate item and paid by the Purchaser. Terms as stated on invoices. Unless otherwise noted, all sales are made f.o.b point of shipment: in all cases, title shall pass upon delivery to the carrier at point of shipment and thereafter all risk of loss or damage shall be upon the Purchaser.

DELIVERY

We shall not be liable for failure to deliver or for delays in delivery or performance due to: 1) causes beyond our reasonable control, or 2) acts of God, acts of Purchaser, acts of civil or military authority, priorities or other governmental allocations or controls, fires, strikes, or other labor difficulties, riots and other civil disturbances, delays in its usual source of supply, delays in transportation, or 3) any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

PAYMENT

Each shipment or delivery shall be deemed to have been sold under a separate and independent contract. If in our judgment, the Purchaser is unable or unwilling at the time the merchandise is ready for shipment, to perform its obligations in connection with the sale hereunder, we may suspend our performance to the extent that we have not already received the agreed purchase price and may make written demand upon the Purchaser for adequate security for its performance (including cash payment in advance), and the failure of the Purchaser to supply such security within 15 days after the date of such demand shall constitute a repudiation of the sale agreement. Purchaser may cancel any order only by mutual agreement based upon payment to us of reasonable and proper cancellation charges. A monthly service charge equal to the highest rate allowed by applicable State law will be made on all past due accounts.

RETURNED GOODS/RESTOCKING -

There is a restocking charge for STOCK MATERIALS returned beyond 30 days as follows: 1) 30 to 90 days of invoice date will be assessed a 10% restocking charge, 2) 90 to 120 days of invoice date will be assessed a 25% restocking charge. All sales of NON-STOCK specially ordered material are considered final. DSG at their discretion may contact the manufacturer with a special request for return authorization. The material cannot be returned until the authorization is given by the manufacturer and the terms and conditions of the return have been agreed upon by both parties. Purchaser will be assessed a restocking charge of 25% (may be higher depending on manufacturer), a charge for handling fees and all related freight charges.

WARRANTIES

DSG is neither the manufacturer nor the agent or representative of the manufacturer or the material or the equipment sold herein. Material and equipment distributed by DSG are the products of manufacturers sold under their respective brand or trade names. Except as the title, DSG MAKES NO WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY, relating to material or equipment distributed by DSG. NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PURPOSE SHALL APPLY. Purchaser shall rely upon only those warranties or guaranties of the manufacturer of said material or equipment, for which we assume no responsibility.

LIMITATION OF LIABILITY

Our liability on any claim for loss or damage arising out of sales contracts or from the performance or breach therefore or connected with the supply of material or equipment there under, or its sale, resale, operation or use, whether based on warranty, contract, negligence of other grounds, shall not exceed the price allowable to such materials or equipment or part thereof involved in the claim. We shall not under any circumstances, be liable for any labor charges unless agreed upon, in advanced, in writing by an authorized officer. WE SHALL NOT IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Purchaser for such damages.

TAXES

In addition to the purchase price, that Purchaser will pay any federal, state or local sales, excise, use of thereof taxes arising from the sale or delivery of the products or the use thereof, unless an appropriate exemption certificate is provided by DSG.

By signing below, the undersigned evidences its agreement to the terms and conditions outlined above.

Signed: _____

Title: _____

Print Name: _____

Date: _____

MEMO

Subject Price Adjustments- July 1, 2022
Date 28 April 2022
From Bruce Bharat, Country Manager and VP- US & Canada
To Kamstrup Customers and Channel Partners
Copy to George Efstatos, Joseph Hlaihel, Brandon Brooks

To our valued partners:

Access to many of the raw materials and components used in Kamstrup's solutions continues to be negatively affected by COVID-19, global supply shortages, and the tragic war in Ukraine.

The global supply chain disruptions affect Kamstrup's business in several ways:

- We are facing a multi-year shortage of semiconductors with subsequent price increases.
- We experience increasing costs on shipping due to low capacity and increasing fuel costs.
- Finally, the overall rise in energy costs impacts all parts of our supply chain.

We are looking into a new cost situation for the second half of 2022 and 2023, and consequently, we are forced to increase the prices of most of our products. We will implement price increases ranging from 7% to 30% effective from July 1st unless there are other contractual obligations.

Kamstrup strives to be a value-added business partner to our customers and channel partners even in challenging and unpredictable situations with worldwide impact. We will continue our leadership in innovation and quality as a trusted business partner without compromising on what our customers have come to expect from our products.

Thank you for your understanding and continued collaboration during these unpredictable times.

Please reach out to your local Kamstrup representative if you have any questions.

Yours sincerely,

Kamstrup Water Metering L.L.C



Bruce Bharat
Country Manager and VP - US & Canada
P: +1 404.835.6716
E: brbt@kamstrup.com

SUBJECT: Approve to Accept a Water Meter Replacement Proposal for Professional Services from HydroCorp for Water Meter Installation Services (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
City Attorney
Finance Director
Public Works Director

EXHIBITS: 1. Water Meter Replacement Proposal - HydroCorp

EXPENDITURES REQUIRED:

\$296,370.00- Meter Installs
10,500.00- Cross Connection Devices
44,455.50- Contingency Funds (15% Meter
Installs)
\$351,325.50 -Total Professional Services &
Materials

AMOUNT BUDGETED: -\$0-

APPROPRIATION \$175,662.75 Fund 680 (2023 Revenue Bonds)
REQUIRED: \$175,662.75 Fund 690 (2023 Revenue Bonds and/or cash reserves)

TREASURER'S The Treasurer's Office has certified on June 8th, 2022, that HydroCorp is in
CERTIFICATE: compliance with the provisions of Ordinance 923.10 Ashland City
Ordinances.

COMPLIANCE WITH ORD. 51: The Mayor and/or Clerk has consented to placement of this agenda item on the Council agenda as timely action is needed.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The proposed development conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan.

SUMMARY STATEMENT:

The proposed water meter system upgrade project involves the physical change out of nearly 3,000 water meters, which is a task routinely performed by utility personnel. However, Utility staff are recommending the use of contracted services for the project in order to allow for adequate staffing for other projects, operational/maintenance tasks and to allow for efficiency in implementing the proposed water meter system.

Staff have researched the implementation of similar successful projects in Wisconsin, with all Utilities

contacted reporting the use of contracted services for meter installation.

HydroCorp will provide notification to customers regarding required water meter replacement and options for customers to schedule appointments online or via telephone. HydroCorp staff will install new water meters, establish a meter inventory, and provide follow-up response to any reported leaks. In addition, HydroCorp will complete residential cross connection surveys for both the drinking water and wastewater systems. Cross connection surveys and correction of deficiencies in the drinking water system are important to protect the system from potential contamination. The utility will provide basic cross connection control devices to customers free of charge during the inspections.

Cross connection surveys and correction of deficiencies for the wastewater system are important for the reduction of infiltration and inflow (I&I) in the system.

The City will provide public education/outreach services, field support to HydroCorp, and follow up with any non-responsive customers.

Staff is recommending approval of the professional services agreement with Hydro Corp in order to allow the complete meter system change out to be scheduled for Spring 2023. HydroCorp has successfully completed similar projects in the Northern Wisconsin area. Timely action is needed to allow for advanced scheduling of their services in close coordination with delivery of the necessary water meters.

WATER METER REPLACEMENT PROPOSAL



2020 Sixth Street East

Ashland WI 54806

March 25th 2022

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 39 years, HydroCorp® has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.



Cross-Connection Control / Backflow Prevention

Water Meter Change Out & Installation Services

Legionella Prevention & Control

Water System Surveys / Flow Diagrams

Pipe System Mapping & Labeling

Regulatory Compliance Assistance / Documentation



MIDWEST OFFICE:

209 S. EXECUTIVE DRIVE STE 100
BROOKFIELD WI 53005
800.315.4305 TOLL FREE
262.264.6402 PHONE
hydrocorpinc.com

PROJECT CONSULTANT:

Craig Wolf
Cell: 612-850-8939
Email: cwolf@hydrocorpinc.com



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1. Qualifications

1.1. Company Overview/Experience/References

- Founded in **1983** and incorporated in 1988. HydroCorp core services are Municipal Water System Cross-Connection Control Program Management, Onsite Cross-Connection Hazard Surveys/Inspections and Water Meter Replacement Labor and Administrative Services. The firm has grown from two employees to a staff of over 85 full time associates in multiple states. We still have our first customer!
- HydroCorp maintains ongoing contracts for Cross-Connection Control Program management and Inspections for over 400 Public Water Systems in five states.
- In 2014, HydroCorp was requested by an existing Municipal Client to assist in replacement of water meters during the same site visit as the Cross-Connection Inspections being performed by HydroCorp. Over time and by additional client requests for meter replacement services, HydroCorp now employs over 25 full-time professionals assigned to Water Meter Replacement projects and water customer care communications.
- HydroCorp has replaced over **75,000 water meters** within **52 midwestern public water systems**.
- HydroCorp currently monitors cross-connections/backflow prevention of **626,000 facilities**.
- HydroCorp annually performs approximately **75,500 onsite cross-connection survey/inspections**.
- HydroCorp monitors **910,000 Backflow Preventers** at services connected to public water supplies.
- HydroCorp manages the discovery, correction and **elimination of over 49,900 cross-connections**, annually.

PROTECTING WATER.
PROTECTING PEOPLE.



- **Experience And References**

- Monona, WI from 1.1.21 – 7.31.21 installation of 2,700 Badger water meters and the scope of work included onsite Cross Connection Control surveys during meter replacement.

Contact- **Dan Stephany DPW Director** dstephany@ci.monona.wi.us 608-222-2525

- Prescott, WI from 3.1.16-12.30.16 installation of 1,750 Kamstrup water meters and the scope of work included Cross Connection Control surveys during meter replacement.

Contact- **Jayne Brand City Administrator** jbrand@prescottcity.org 715-262-5544

- Chetek, WI from 3.1.17-12.30.17 installation of 1,126 Kamstrup water meters and the scope of work included Cross Connection Control surveys during meter replacement.

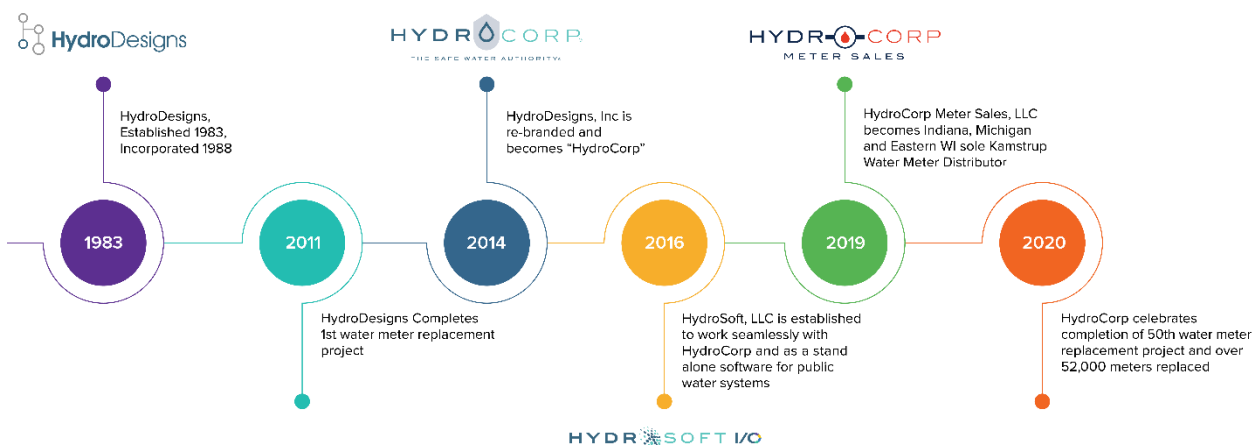
Contact- **Dan Knapp Director of Public Works** dknapp@cityofchetek-wi.gov 715-924-4236

- Weston, WI from 11.1.17-6.30.18 installation of 2,800 Sensus water meters and the scope of work included Cross Connection Control surveys during meter replacement.

Contact- **Keith Donner Public Work Director** kdonner@westonwi.gov 715-241-2606

- Seymour, WI from 7.1.18-12.31.18 installation of 1,014 Kamstrup water meters and the scope of work included Cross Connection Control surveys during meter replacement.

Contact: **John Schoen Director of Public Works** jschoen@seymourutil.com 920-833-2397





2. Technical Proposal

2.1. Water Customer Engagement, Technician Protocols, Data Management/Reporting

Summary

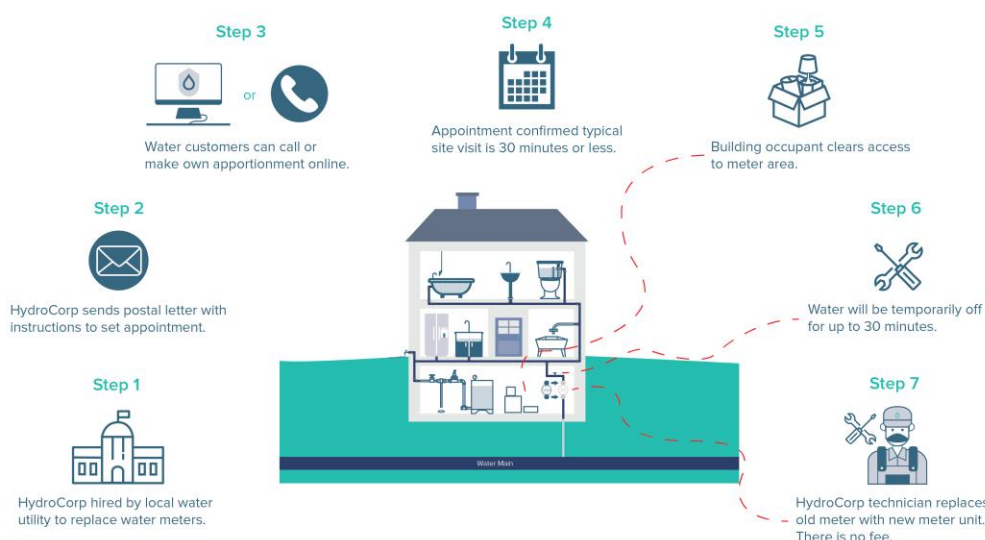
The foundation of this project will be water customer service, successful field work and cloud-based, real-time data management. HydroCorp utilizes [HydroSoft I/O](#) for all field data, administrative and notification processes.

Water Customer Notification Process:

Postal notifications/letters are customizable and draft versions are presented for approval to City prior to actual mailing of notices.

Each postal notification indicates a unique nine-character reference code that is specific to the account or water customer. This allows the customers to access the HydroSoft I/O online scheduling portal and ensures appointments are set for specific customers or addresses. This unique reference code populates the customer information when input, which ensures and mitigates human error when scheduling. Examples of this would be transposed, missing and/or too many numbers within addresses house/business number or deviations between Dr., Cir., Ct., St., etc.

City administrative access is available to all necessary project parties. These can be created for specific individuals, departments, or projects. HydroCorp provides a demonstration of the City Online- Portal with step-by-step processes, capabilities, and limitations. This user access is available through our website, which can be accessed by any device with internet connections/access.





Water Customer Notification (Continued)

Customer notifications through HydroSoft I/O, can be delivered to each customer in (3) three different forms; postal, text message, or email notifications are available if included with the provided customer data obtained from the utility/billing software. These different forms of notifications are queued based on specific intervals typically set at (14) fourteen days. Thus, (14) fourteen days from the first notices, second notices will automatically be available for distribution (same with second to third when applicable).

Water Customer Service:

HydroCorp has a full-time staff of dedicated Customer Service Representatives (CSR), who are trained and well versed, in the water meter and cross-connection control industry. This allows for rapid responses, top-notch customer/contractor interactions, and a seamless process from receipt of scheduling notice, to completed installation and anything thereafter, that the customer may need. This support phone number and hours of operation are listed within each customer notice. An online live-chat feature will also be available during business hours.

HydroCorp Field Technicians will provide each customer with a toll-free emergency business card. This card contains the phone number to our 24/7 emergency call center. The emergency call center will contact project personnel to resolve any customer issue, concern, question, or leak, after installation, that is a result of HydroCorp's workmanship. HydroCorp's response to any call or any item, is well within the 24hr response time, between first report and resolution.

Water Customer Emergency Situation Card – Provided by HydroCorp Meter Technician:

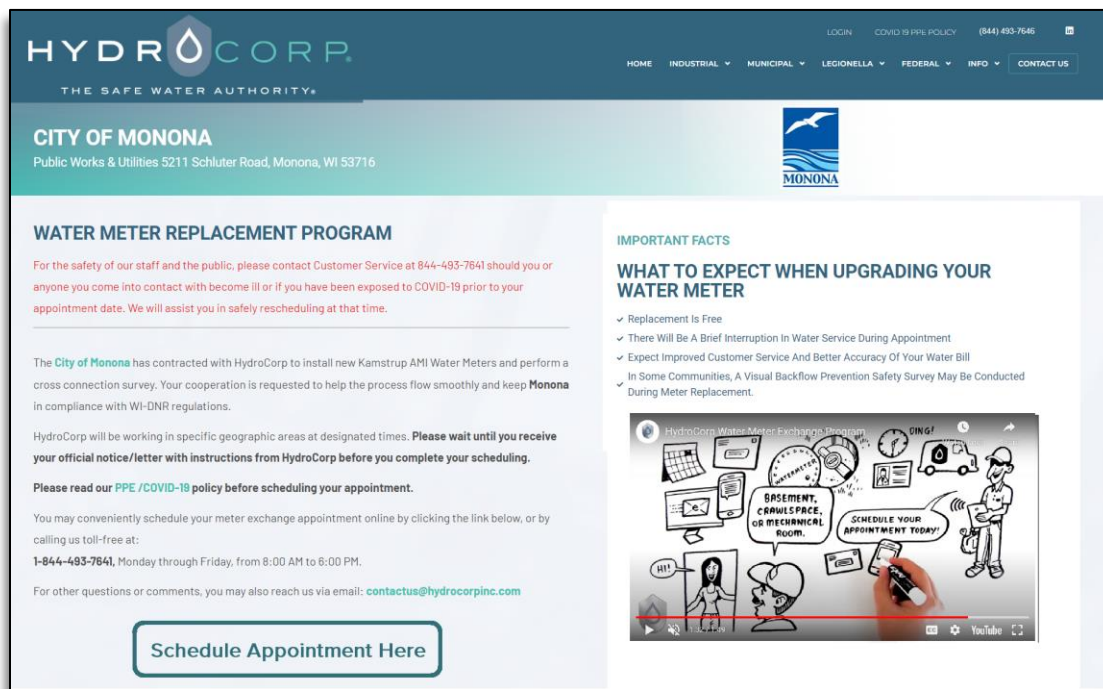
HYDRACORP™ THE SAFE WATER AUTHORITY™ WATER METER INSTALLATION EMERGENCY CALL CENTER 877-493-7691 Water Meter Installer CORPORATE OFFICE 5700 Crooks Road, Suite 100 Troy, MI 48098 P 800.690.6651 WATER METER INSTALLATION EMERGENCY CALL CENTER 877-493-7691 hydrocorpinc.com	HOMEOWNER: IMPORTANT INFORMATION Your new water meter has been checked for a secure, drip-free installation. In the unlikely event that a leak develops from the water meter installation, it is important that you notify us. Check your new water meter at the following intervals: 1. Between 2 and 12 hours following installation and 2. After 24 hours If you experience any problems with the water meter installation, please call the Emergency Call Center at 877-493-7691 and a technician will promptly respond. Thank you!
--	--



Water Customer Self-Serve Appointment / Public Awareness Website (Included)

HydroCorp will devise and host a dedicated web page (at no extra charge) for water customers to set their own appointments, view detailed information and educational videos related to the project.

Example Public Awareness/Appointment Web Page included with scope of work:



Meter Technician Protocols:

HydroCorp staff is fully uniformed and possesses HydroCorp ID cards on their person.

- HydroCorp **highly recommends** the Utility issue contractor badges to HydroCorp employees, listing HydroCorp and installer name as an approved contractor for the City meter installation project. This also helps to mitigate and alleviate customer skepticism and phone calls to the City.
- HydroCorp will provide a link on the appointment site describing its COVID-19 preparedness and response plan, its Personal Protective Equipment (PPE) policy, and description of a Coronavirus safety practices while performing a water meter replacement. Example plan: www.hydrocorpinc.com/covid-19



HydroCorp's standard practice is to pick up and return new and old meters and materials daily. This is always from a designated location provided by various entities. All material is then logged and identified with our check-in / check-out process. This ensures project material is present while identifying items for procurement.

Data Management/Reporting

Utilizing HydroCorp's proprietary software HydroSoft I/O and in-field tablet computers, HydroCorp Meter Technicians will record all required information specified within the request for proposal.

HydroCorp captures a minimum of 4 – 7 photos per account/installation. The photos can include any of the following in the specified order; 1) Old meter setting found before installation 2) Old meter serial number, 3) Old meter reading, 4) New meter # and transmitter, 5) New meter setting after installation, 6) Confirmation of activation – photo of activation screen, fob, new meter register, or any device utilized for activation, 7) House, apartment, or business address. Alternate photos can be taken in place of any of the mentioned photos above.

Data Security

HydroSoft I/O staff follow industry standards for database and system maintenance. Virtual machine hardware is maintained and serviced by Microsoft Azure. All users will log on through the HydroSoft I/O portal at portal.hydrosoft.io.

Data value, during and after the project

In addition to new and old meter data, HydroCorp identifies and captures all cross-connection control requirements, recommendations, violations, sump pump and sump pump discharges, service line size, private wells, and service material before and after the water meter. This data is available at the discretion of the Utility, in both Excel and PDF formats.

Overall Project Progress Reporting

Weekly reporting on the project in its entirety, helps and assists with the allocation of accounts that may require a resolution before the installation takes place. This reporting also identifies deficiencies and strengths of the overall project, which tend to identify if project milestones will be met. Included are various screenshots of these updates:



[illegible]

2.2. Scope of Services

HydroCorp to provide the following services when exchanging water meters:

- A. HydroCorp will devise a postal notification letter to inform water customers of required meter replacement during a specific date range specified in the letter. Letters will be approved by the City to use by HydroCorp and include City branding. Notification letter to include advising owner/occupant of temporary water disconnection and responsibilities of owner for providing unobstructed access to within 8 cubic feet surrounding the existing water meter including operational valves for shut off.
- B. HydroCorp will send postal notification letters to designated water customers to ensure necessary water meter replacement appointments are confirmed.
- C. HydroCorp will devise and host a dedicated website page for setting appointments with water customers at specific intervals during normal business hours. Water customers will have access to schedule their own appointments via a free and secure appointment website system. Website link will be presented on postal notices and City website.
- D. HydroCorp will provide designated City staff with online access to the live appointment schedule system.



- E. HydroCorp will provide full-time Toll Free 800 number phone support for customer questions and appointment requests by HydroCorp Administration Staff. Direct phone contact to HydroCorp staff will be available during normal business hours excluding holidays. An external answering service is utilized for overflow and after-hours calls.
- F. HydroCorp will make 2 attempts to establish an appointment for meter replacement at each address. If email addresses are provided as part of the original account listing, HydroCorp will make additional attempts to contact water customers for appointment setting. Definition of attempts:
 - a. 1st Postal Notice
 - b. 2nd Postal Notice
 - c. 3rd City of Ashland
- G. HydroCorp will document in electronic format; relevant identification numbers and meter readings of each existing and new meter installed by HydroCorp. Each record will include a digital image of the old meter reading for account reference.
- H. HydroCorp will provide identification to the property owner upon arrival.
- I. HydroCorp will install new water meter, associated fittings and gaskets as provided by the City or supplier.
- J. HydroCorp Technician shall verify activation of each meter installed, re-establish water supply and verify full water pressure at nearest tap for 30 seconds, and include GPS location of each water meter as indicated on handheld.
- K. HydroCorp will respond to reported leaks at meter junction or service control valve within 24 hours (Monday-Friday) after the incident has been reported to the City.
- L. HydroCorp will deliver removed (old) meters, transmitters and wiring to a designated area of the Public Works Building on a daily basis or alternate site provided by the City.
- M. HydroCorp will retrieve new meters, fittings and gaskets as provided by the City and/or supplier on a daily basis during normal working hours. New meters will be available in a designated area at the Public Works Building, or alternate location.
- N. HydroCorp will provide ongoing progress meter replacement status reporting during the contract period on a weekly basis.
- O. HydroCorp will provide a report of all homes with sump pumps. The report will specify if plumbed correctly or incorrectly.
- P. HydroCorp will record and be able to report on the type of water service material and the size of service along with pictures and serial numbers of old and new water meters.
- Q. HydroCorp will notify the City of any violations found during installation process at property locations.



- R. HydroCorp reserves the right to determine safe operating condition of water shutoff control valves prior to performing any meter replacement work. City to provide on call personnel to facilitate curb stop shut offs as necessary. Control valves appearing to be in questionable condition or potentially leaking/prone to failure will be required to be replaced or repaired at the cost of building owner prior to any meter upgrade work being performed by HydroCorp. If option to freeze would work, HydroCorp will change the meter and charge a predetermined fee for the water line freeze.
- S. HydroCorp reserves the right to determine safe operating condition of electrical grounding prior to performing any meter replacement work. If an issue the building owner will be required to correct prior to any meter upgrade work being performed by HydroCorp and we will notify City of issue.
- T. HydroCorp shall not be responsible for damages due to faulty control valves, leaks or plumbing. All necessary plumbing repairs and costs are the responsibility of homeowner.

HydroCorp to provide the following Cross Connection Control Inspection services when exchanging residential water meters:

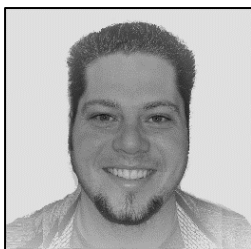
- A. HydroCorp will perform a comprehensive cross connection control inspection at each residential home where water meters are replaced. The inspection will not be applicable to Commercial, Public Authority or Multi-Family locations.
- B. HydroCorp will document and inventory all backflow prevention assemblies, devices, and methods during the onsite survey and be made available in an electronic and Excel format to the City.
- C. HydroCorp will inventory and document all existing backflow prevention devices and assemblies on the outside and around the water meter for proper installation.
- D. HydroCorp will generate all inspection notifications for non-compliant homeowners informing them of installation requirements or required corrective action. Specific plumbing code reference and written corrective action recommendations will be included for each non-compliant home. A detailed corrective action report for each non-compliant residential home will be provided to the City.
- E. HydroCorp will provide full-time and Toll-Free phone call support for customer questions. Phones will be staffed during normal business hours between Monday through Friday. An external answering service is utilized for overflow and after-hours calls.
- F. HydroCorp will document a degree of hazard and appropriate future re-survey frequency upon completion of each survey.



- G. HydroCorp will provide a comprehensive summary of all cross-connection inspections completed and compliance status in electronic and Excell format to the City. Records will be accessible via a secured website and include property address.
- H. HydroCorp will record any private wells found and make sure they are not connected to the public water supply. Private wells will be reported to the City.
- I. HydroCorp will provide a full time employed individual, or individuals to oversee the project with American Society of Sanitary Engineering credentials (ASSE) 5120 and 5150 along with holding a Masters Plumbing License in the state of Wisconsin.

3. Project Management

Key Personnel:



Tony Howell, Director of Meter Division. With 15 years of experience in the water metering industry, Mr. Howell has completed over 60 installation projects, which contained over 400,000 customer accounts. These completed customer accounts received meters ranging from ½" through 16" and applied to various location types such as residential, commercial, government/federal, and industrial applications. Through his time in the industry, Mr. Howell has obtained extensive knowledge in the AMR/AMI industry, as he started as an installer and now directs all field operations. While holding a certificate in Project Management from Cornell University, Mr. Howell is also ASSE 5120 certified and takes an agile approach to water metering replacements, as no AMI/AMR projects are the same. Tony will be overseeing this project, and will be the main contact and be contacted at thowell@hydrocorpinc.com and 248-918-1283.



Jon Strehlow, Project Manager Meter Division-With current WI Master Plumber Licensed since 1991, and ASSE 5120 certification Jon brings several decades of plumbing experience to the company. While performing cross-connection control surveys for over 20 public water systems, Jon also assists with training of new HydroCorp technicians. His main role is overseeing HydroCorp Inc. Midwest water meter projects and working with HydroCorp clients to have all their needs met as well as the needs of their customers, in a pleasant and timely manner. His duties include organizing, preparing, briefing the installers, while ensuring a steady flow of supplies, and equipment for the projects that they will be undertaking. Jon will be managing this project and can be contacted at jstrehlow@hydrocorpinc.com and 920-655-6660.



Ryan Hensley, Administrative Account Manager – Municipal Division. As an Administrative Account Manager Ryan Hensley is responsible for providing administrative support to field surveyors, regional managers and division directors with all components associated with managing a comprehensive cross connection control program, in addition to providing highest level of customer service to our municipal clients. Ryan has been a member of the HydroCorp team for over 10 years and is an ASSE 5150 certified Backflow Prevention Program Administrator. Ryans staff will be responsible for answering all water customer phone calls.

Craig Wolf, New CCC Program development and Water Meter Replacement Sales in the Midwest Region.



Since 2009 at HydroCorp, he was responsible for identification of hazards and deficiencies and determining proper recommendations for over 130 municipal client cross-connection control programs in Wisconsin. Certified by ASSE 5120 for Cross-Connection Control Surveying, Craig applies years of field experience to offering solutions for public water systems that are cost effective. In the past 5 years, Craig has been focused on client retention efforts, and developing new HydroCorp business relations.

Field Inspectors/Surveyors/Technicians

HydroCorp invests continuously in educational training and development of its team members. All of the HydroCorp Field Inspectors assigned to this project are certified in Cross-Connection Control Surveying and Backflow Prevention Program Management through one the following programs:





City Staff Commitments:

1. City to send public awareness letters to water customers to provide information for the meter project and introduce HydroCorp as the “approved” meter installation contractor.
2. Water customer information for HydroCorp database and postal notice sent from HydroCorp to water customers. HydroCorp will provide template for required data. Data to be provided in Excel format.
3. Posting of the water meter replacement online appointment page link on the City website.
4. Handheld activation devices and necessary connectors for each HydroCorp Meter Technician.
5. Provide to HydroCorp, a minimum of 2 hours of in-field demonstration/training of meter activation device with City staff if needed.
6. In the event of a faulty valve at the water meter, temporary shutoff (by City personnel) of water service at curb stop. City to provide on call personnel to facilitate curb stop shut offs as necessary.
7. In the event of a failed or broken valve at meter, temporary shutoff (by City personnel) of water service at curb stop will be provided by City staff. The City shall provide an emergency contact via direct phone number during all HydroCorp personnel working hours. The emergency contact will be capable of locating the curb stop and shutting off service if needed. A City staff member will be available during all HydroCorp working hours.
8. Water customers that do not reply with appointment after 2 contact attempts by HydroCorp will be turned back into City as non-responsive for further action in hopes of getting the homeowner to schedule an appointment.
9. City to enforce local ordinance if applicable for deteriorated piping, pre-existing water leaks and/or water meter not installed in accordance with the ordinance.
10. Access to adequate inventory of water meters, necessary fittings and gaskets on a weekly basis during normal business hours.
11. Dispose of old meters, transmitters and wiring.
12. Hose bibb/vacuum breakers shall be supplied by the City if needed to bring residential buildings into compliance.
13. The City will provide follow up inspections to verify compliance if needed.



4. Cost Proposal

Proposed Fees:

- Install approximately (2828) 5/8 through 1 inch water meters..... \$90.00 per install
- Install approximately (43) 1.5 inch through 2 inch water meters... \$225.00 per install
- Install approximately (22) 3 inch through 4 inch water meters.....\$700.00 per install
- Install approximately (1) 4" water meter.....\$900.00 per install
- Program Set Up Fee.....\$3,500.00 one time fee.

Comprehensive Residential Cross Connection Control Inspections are included in all residential water meter replacements along with sump pump discharge identification, service line composition identification, and private well identification.

Approximate overall project costs.....\$296,370.00

Monthly billing will be based on number of installs performed.

Possible Additional Scope Per Occurrence Fees:

- Any appointment that needs to be rescheduled because of a building issue or water customer no show; the City will be charged **\$65.00 per appointment.**
- Any follow up compliance inspections for the Cross Connection Control inspection that City authorizes HydroCorp to do will be invoiced at a charge of **\$65.00 per inspection.**
- Any service requiring the use of the freeze machine will be accessed a **\$90.00 charge per occurrence.**
- Any service requiring an extra notice (beyond quantity specified in section 2.2 (F) of Proposal) to be sent will be accessed a **\$1.20 charge per notice sent.**
- Remobilization fee **\$7500.00.** Remobilization fee will apply only if the project is halted as a result out of HydroCorp control. Example.....Inventory interruption while fully mobilized with appointment needing to be cancelled.



Submitted by: HydroCorp – Midwest Regional Office | 200 S EXECUTIVE DR STE 100 | BROOKFIELD, WI 53005
Craig Wolf | 612-850-8939 | cwolf@hydrocorpinc.com

Accepted by:

X _____

City Representative (Signature)

Date

Printed Name / Title

SUBJECT: Approve to Accept the Workmanship of VisuSewer and Approve Final Payment for the 2020 Sanitary Sewer Collection System Repairs Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director
Finance Director

EXHIBITS: 1. Recommendation and Application for Payment, Short Elliot
Hendrickson Inc, June 2, 2022

EXPENDITURES REQUIRED: \$ 27,353.38 **Final Work Completed**

\$ 291,628.95 Final Project Cost (including final amount due)

AMOUNT BUDGETED: \$ 582,949.95 - Fund 690

**APPROPRIATION
REQUIRED:** -\$0-

**TREASURER'S
CERTIFICATE:** N/A

COMPLIANCE WITH ORD. 51: The Mayor and/or Clerk has consented to placement of this agenda item on the Council agenda as timely action is needed.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The completed construction conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan.

SUMMARY STATEMENT:

At the August 25, 2020 City Council meeting, the Council approved entering into an agreement with Visu Sewer for the 2020 Sanitary Sewer Collection System Repairs Project.

Major work items completed under this project included the rehabilitation of 1.65 miles (~25 blocks) of sanitary sewer mains. The sanitary sewer mains are primarily located in Districts 7 and 8, which previous studies have identified as the most significant contributors of infiltration and inflow (I&I) within the City of Ashland's sanitary sewer system.

This project was funded by the Wastewater Utility and included the City's first use of Cure In Place Pipe (CIPP) technologies in recent years. CIPP allows for the trenchless rehabilitation of the existing sewer pipe by essentially creating a new pipe within the existing main without the need for excavation or ground disturbing

activity.

The project also included testing of select locations of the rehabilitated pipe, with results indicating a high quality of work.

The contract award incorporated a separate scope of work for repairs to privately owned sewer mains but this work was not completed in cooperation with the property owner. Additional follow up by City staff is needed to ensure these repairs are completed.

The Public Works Department recommends approval of the final payment of \$27,353.38 due on the 2020 Sanitary Sewer Collection System Repairs Project.



Building a Better World
for All of Us®

June 2, 2022

RE: **2020 Sanitary Sewer Collection System
Repairs – Districts 7, 8, and 9**
Ashland, Wisconsin
SEH No. ASHLA 155359 73.00

John Butler
Public Works Director
City of Ashland
2020 6th Street East
Ashland, WI 54806

Dear John:

Please find enclosed Application for Payment No. 5 and final from Visu-Sewer, Inc.. for work performed on the referenced project. The pay application is in the amount of \$27,353.38 and releases all retainage in accordance with contract documents for all project work completed, through May 31, 2022. We have reviewed the Application for Payment and recommend that payment be made as indicated.

If you have any questions, please contact me.

Sincerely,

Bryan Cunningham, PE
Project Manager

Enclosure

c: Mike Bright, Visu-Sewer Inc.

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**Application for Payment**

(Unit Price Contract)

No. 5

Eng. Project No.: ASHLA 155359

Location: Ashland, Wisconsin

Contractor Visu-Sewer, Inc.

Contract Date

July 29, 2020W230 N4855 Betker DrivePewaukee, WI 53072

Contract Amount

\$ 506,913.00Contract for 2020 Sanitary Sewer Collection System Repairs - Districts 7, 8, and 9Application Date 5/20/22

For Period Ending

5/31/22

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
Base Bid						
1	Mobilization	LS	1	<u>1</u>	5,500.00	<u>\$5,500.00</u>
2	Sanitary Sewer Cleaning and CCTV Inspection	LF	9337	<u>8718</u>	2.20	<u>\$19,179.60</u>
3	PACKER INJECTION GROUTING OF REPAIR LOCATIONS IN 8-INCH, 10-INCH, 12-INCH, 15-INCH SEWER PIPE	Each	10	<u>0</u>	785.00	<u></u>
4	PACKER INJECTION GROUTING OF LATERAL REPAIR LOCATIONS FROM 8-INCH, 10-INCH, 12-INCH, 15-INCH SEWER PIPE	Each	5	<u>0</u>	700.00	<u></u>
5	Chemical Grout	Gal.	75	<u>0</u>	10.00	<u></u>
6	Install Sewer Pre-Liner	LF	934	<u>0</u>	3.00	<u></u>
7	CONTINUOUS TEMPERATURE MONITORING AND DATA COLLECTION	LF	9337	<u>0</u>	2.00	<u></u>
8	8-INCH SANITARY SEWER CIPP LINING	LF	8376	<u>7755</u>	24.60	<u>\$190,773.00</u>
9	10-INCH SANITARY SEWER CIPP LINING	LF	231	<u>232</u>	40.00	<u>\$9,280.00</u>
10	12-INCH SANITARY SEWER CIPP LINING	LF	365	<u>367</u>	34.25	<u>\$12,569.75</u>
11	15-INCH SANITARY SEWER CIPP LINING	LF	365	<u>364</u>	48.15	<u>\$17,526.60</u>
12	CIPPLL 0 TO 5 FEET LONG	Each	5	<u>4</u>	5,390.00	<u>\$21,560.00</u>
13	FELL TESTING OF CIPP INSTALLATION	LF	934	<u>1162</u>	10.00	<u>\$11,620.00</u>
TOTAL BASE BID PRICE						<u></u>

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
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Fixed Price Section

Base Bid - Sanitary Sewer CIPP Lining - CCTV CORRECTION PERIOD SANITARY SEWER PRIVATE						
1-Base Bid	LATERAL INSPECTION	Each	5	2	200.00	\$400.00

FIXED PRICE TOTAL

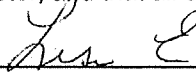
BASE BID PLUS FIXED PRICE

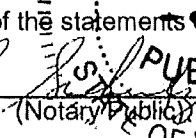
\$288,408.95

Total Contract Amount	\$ <u>506,913.00</u>	Total Amount Earned	\$ <u>288,408.95</u>
		Material Suitably Stored on Site, Not Incorporated into Work	
Contract Change Order No. <u>1</u>		Percent Complete <u>100</u>	<u>3,220.00</u>
Contract Change Order No. <u> </u>		Percent Complete <u> </u>	<u> </u>
Contract Change Order No. <u> </u>		Percent Complete <u> </u>	<u> </u>
Less Previous Applications:		GROSS AMOUNT DUE	\$ <u>291,628.95</u>
AFP No. 1: <u>75,876.50</u>	AFP No. 6: <u> </u>	LESS <u>0</u> % RETAINAGE	\$ <u> </u>
AFP No. 2: <u>166,211.00</u>	AFP No. 7: <u> </u>	AMOUNT DUE TO DATE	\$ <u>291,628.95</u>
AFP No. 3: <u>19,032.47</u>	AFP No. 8: <u> </u>	LESS PREVIOUS APPLICATIONS	\$ <u>264,275.57</u>
AFP No. 4: <u>3,155.60</u>	AFP No. 9: <u> </u>	AMOUNT DUE THIS APPLICATION	\$ <u>27,353.38</u>
AFP No. 5: <u> </u>			

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the Contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications for Payment under said contract, 2020 Sanitary Sewer Collection System Repairs - Districts 7, 8, and 9, Ashland, Wisconsin, and (2) all material and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment and free and clear of all liens, claims, security interests and encumbrances.

COUNTY OF ^{WAUKESHA} Ashland) By Chen Alexander President/CFO
STATE OF Wisconsin) SS (Name and Title)

_____, 20 22, personally appeared _____
_____, known to be, who being duly sworn, did depose and
the Contractor above mentioned that he executed the
tractor; and that all of the statements contained therein


(Notary Public)


In accordance with the Contract, the undersigned recommends approval of payment to the Contractor for the Amount due.

Date _____