

**Date: Monday, February 1, 2016**  
**Time: 4:30 p.m.**  
**Place: City Hall**

## **BOARD OF PUBLIC WORKS**

- A. CALL TO ORDER & ROLL CALL
- B. CORRECTION OF MINUTES
- C. OPEN BIDS OR QUOTATIONS
- D. CORRESPONDENCE
- E. PERMITS
- F. APPROVAL OF BILLS
- G. BUSINESS PRESENTED BY DIRECTOR OF PUBLIC WORKS

- 1. APPROVE PROPOSAL FOR CONSTRUCTION INSPECTION SERVICES

Recommend to council to approve contract with Fehr Graham for construction inspection services for the traffic signal improvements at STH 69 and 8th Street. This is for part time inspection work and contract services during the signal improvement project, for a cost of \$10,300.

Individual Requesting Item	Engineering
Expected Length of Discussion	5 min

Documents: [JWD S-12 - City of Monroe - Traffic Signal Improvements, Construction Inspection Proposal.pdf](#)

- H. PARKS SUPERVISOR

- 1. REVIEW AND ACCEPT QUOTES FOR FORESTRY WORK

Individual Requesting Item	Paul Klinzing
Expected Length of Discussion	10 minutes

- I. CITY ADMINISTRATOR

- 1. CONTRACT FOR FULL MAINTENANCE OF MUNICIPAL WATER WELLS

Individual Requesting Item	Utilities Supervisor
Expected Length of Discussion	30 minutes

Documents: [R-2016-02-01\\_ Water Well Maintenance-Contract.pdf](#), [D-Maintenance Agreement\\_Wells.pdf](#)

- 2. PROPOSAL BY JOHNSON CONTROLS REGARDING INCLUSION OF BEHRING SENIOR CENTER WITH CITY HALL HVAC AND LIGHTING IMPROVEMENTS

Follow up from previous meeting. Johnson Controls took another look at the Senior Center for consideration of including the facility in the project scope.

Individual Requesting Item	City Administrator
Expected Length of Discussion	20 Minutes

J. BUSINESS PRESENTED BY PUBLIC

K. BUSINESS PRESENTED BY BOARD PRESIDENT, MAYOR, AND BOARD MEMBERS  
May make brief informative statements or bring up items to be discussed at a future meeting.

L. ADJOURNMENT

***This Board may take any action it considers appropriate related to any item on this agenda.***

Request from persons with disabilities who need assistance to participate in this meeting, including need for an interpreter, materials in alternate formats, or other accommodations, should be made to the Office of the City Clerk at (608) 329-2564 with as much advance notice as possible so that proper arrangements can be made.

Notice is hereby given that a majority of the members of the Common Council of the City of Monroe may be present at this meeting to gather information about the matters set forth on this agenda. This notice is given pursuant to the Wisconsin Open Meetings Law.

**Members: President Chuck Koch, Vice President Tom Miller, Jeff Newcomer , Alt. Michael Boyce**

January 15, 2016

Mr. Al Gerber  
Engineering Supervisor  
City of Monroe  
1110 18th Avenue  
Monroe, Wisconsin 53566

**Re: Traffic Signal Improvements  
Construction Inspection Proposal**

Dear Mr. Gerber:

Fehr Graham is pleased to present you with a Construction Inspection Proposal for the above-referenced project. The following information summarizes our Scope of Services:

**Scope of Services**

1. Attend the preconstruction meeting and other project meetings, as needed, before construction begins;
2. Review shop drawings as submitted by the Contractor;
3. Construction inspection on a part-time basis (12.50 Hours/Week) to oversee the Contractors' work to make sure they are following the plans and Special Provisions along with answering any project related questions;
4. Perform construction staking and layout;
5. Measure pay items as they are completed and prepare pay requests;
6. Concrete testing for the concrete bases. Cylinder breaks, if needed, done by CGC, Inc., in Madison; and
7. Prepare closeout documents.

**Basis of Fees**

We are prepared to complete the Scope of Work as detailed above in accordance with the following schedule of fees:

• Attend Meetings and Review Shop Drawings	\$ 3,400
• Construction Inspection on a Part-Time Basis for the 20 Working Days	\$ 4,800
• Construction Layout and Staking	\$ 500
• Material Testing	\$ 500
• Closeout Documentation	\$ <u>1,100</u>

The total Fee for the above-referenced work is: \$10,300

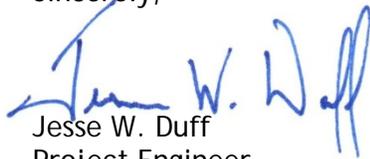
January 15, 2016  
Mr. Al Gerber  
City of Monroe  
Traffic Signal Improvements - Construction Inspection Proposal  
Page 2

## Authorization

I trust that this proposal meets your expectations for the construction inspection work. If you would like us to proceed with this work, please contact our office and we will prepare the appropriate contract documents.

We look forward to working with you on this project. If you have any questions or concerns with this proposal, please feel free to contact me.

Sincerely,



Jesse W. Duff  
Project Engineer

JWD:dld

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# CITY OF MONROE

## COUNCIL/COMMITTEE COMMUNICATION FORM

MEETING: Board of Public Works  
MEETING DATE: February 1, 2016

SUBJECT: Contract for Full Maintenance of Municipal Water Wells  
DATE SUBMITTED: January 27, 2016  
SUBMITTED BY: Administrator Rath

**POLICY QUESTION:** SHOULD THE BOARD OF PUBLIC WORKS APPROVE A CONTRACT WITH UTILITY SERVICE COMPANY, INC FOR A FULL MAINTENANCE CONTRACT OF MUNICIPAL WELLS.

**ISSUE SUMMARY:**

Utility Service Company, Inc offers a ten-year maintenance program that provides for rehabilitation of the well, repair or replacement of the pump, and general well maintenance. Currently Wells 3 and 4 are in need of significant repair work, which would be covered under this program. In addition to the maintenance of these particular pumps; a routine maintenance program will significantly extend the useful life of the well itself. A representative from Utility Service Company, Inc. will be at the meeting to describe the program and answer questions.

**FISCAL IMPACT:**

**Initial Project Costs:** \$24,000 / well annually or \$120,000 for 2016 (budgeted in water fund).  
**Future Ongoing Costs:** Years 2 & 3 would be same annual cost. Years 4-10 include inflationary costs up to 5% / year.  
**Physical Impact (on people/space):**  
**Residual or Support/Overhead/Fringe Costs:** Replacement of pumps may cost greater than \$100,000. A new well could be north of \$1,000,000.

**ATTACHMENTS:**

Proposed Water Well Full Maintenance Contract

**STAFF RECOMMENDATION:** Adopt the Full Maintenance Contract.

APPROVED FOR SUBMITTAL BY:

\_\_\_\_\_  
City Staff Member

\_\_\_\_\_  
**Philip Rath**  
City Administrator

CITY CLERK USE ONLY  
BOARD ACTION TAKEN

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Approved \_\_\_\_\_  
Other \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
File No. \_\_\_\_\_



# **Utility Service Co., Inc.**

## **Water Well Full Maintenance Contract**

**Owner:**           **City of Monroe**  
**Monroe, Wisconsin**

**Well Number/Name:**       **Well No. 3**

**Date Prepared:**           **June 23, 2015**



## WATER WELL FULL MAINTENANCE CONTRACT

This Contract entered into by and between the City of Monroe, whose business address is 1110 18<sup>th</sup> Avenue, Monroe, Wisconsin 53566 (hereinafter referred to as "the Owner") and Utility Service Co., Inc., whose business address is 1230 Peachtree Street, NE, Suite 1100, Atlanta, GA 30309 (hereinafter referred to as "the Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to service its **Water Well No. 3** (hereinafter "Well").

1. **Company's Responsibilities.** This Section and the attached Exhibit A – Projected Schedule of Work, outlines the Company's responsibilities for the services associated with the above described Well. Services includes the following:

### A. WATER WELL REHABILITATION:

- (i) The Company shall perform any necessary rehabilitation of the Well to return the Well to as prime a condition as possible. The Company may rehabilitate the Well using appropriate technology, which includes but is not limited to: (1) injecting carbon dioxide or other approved gases into the Well; (2) treatment of the Well with approved chemicals; (3) the mechanical cleaning of the Well; or (4) or any combination thereof.

### B. REPAIR OR REPLACEMENT OF PUMP:

- (i) If necessary, the Company shall make initial repairs to the pump or motor or replace the pumping unit during the aforementioned rehabilitation and maintain the pump during the contract period.
- (ii) The Company will provide emergency services, when needed, during the Term of this Contract to perform all repairs to the Pump or Motor covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the Well site.

**C. WATER WELL MAINTENANCE:**

- (i) The Company will install the necessary Well maintenance equipment.
- (ii) The Company will service the Well using the Well maintenance equipment installed in the Well. A minimum of one Well maintenance service shall be performed each Contract year.
- (iii) The Company will conduct a performance test annually and provide a written report of the findings of the Well and pump performance to the Owner following each annual test.
- (iv) The Company will provide future rehabilitation of the Well as necessary. The need for any future Well rehabilitation will be determined by the Company's experience and knowledge based on the specific capacity of the Well.

**2. Owner's Responsibilities.** This Section outlines the Owner's responsibilities under this Contract, and they include but are not limited to the following:

- A. It is understood that only Company's employees or personnel authorized by the Company shall install, operate, and/or maintain the Well maintenance equipment installed by the Company, and the Owner shall not permit any of its employees, agents, or independent contractors, except as authorized by Company, to operate the Well maintenance equipment.
- B. Owner agrees that it will make no alterations in or to the equipment without obtaining prior written permission from Company. The Well maintenance equipment shall have a label attached to it, which Owner shall not remove, describing the equipment and directing system operators to contact the Company prior to removing any equipment from the Well.
- C. The Owner shall notify Company immediately of any breakdown, malfunction, or other evidence that the Well maintenance equipment may need to be serviced.
- D. The Owner shall notify Company immediately of any operational changes to the well or pump that could impact the performance of the well, including but not limited to increasing or decreasing the capacity of the pump, modifications to the pump setting, or modifications to size, or performance.

**3. Contract Price/Annual Fees.** The annual contract price shall be \$24,000.00 per Contract Year with a 10 year minimum; however, in Contract Year 4 and each Contract Year thereafter, the annual fee shall be adjusted to reflect the current cost of service with a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2012, Contract Year 1 for that contract would be April 1, 2012 to March 31, 2013, and Contract Year 2 for that contract would be April 1, 2013 to March 31, 2014 and so on.

4. **Payment Terms.** The annual fee for Contract Year 1, plus all applicable taxes, shall be due and payable on August 1, 2015. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year. Furthermore, if the Owner elects to terminate this Contract prior to remitting the first ten (10) annual fees, the balance for work completed as defined in the attached Attachment A – Investment Recovery Schedule shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

5. **Structure of Well.** The Company is accepting this Well under program based upon its expectation that the Well is in good condition, including all casing, screens, seals, and components.

6. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the Well site which cause an increase in the cost of Well maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The parties agree that the Company's annual fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for annual fees.

7. **Excluded Items.** This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) Site maintenance of the Well site during the term of the Contract; (2) disposal of any hazardous waste materials; (3) resolution of operational issues or structural damage of the Well; (4) repair of structural damage due to any other work performed by others at the site, on the Well, or on associated equipment attached to the Well or located nearby; (5) resolution of operational issues or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by Owner resulting in the increase of starts and stops of the Well pump; (8) repairs or modifications to the foundation or pedestal of the Well; (9) repairs necessary due to the unwarranted delay by Owner in notifying Company of the malfunction or breakdown of equipment; (10) repair or replacement of casings, screens, seals, or other components of the Well; (11) any cost associated with the containment or management of the development water that will be produced during the redevelopment of the well; and/or (12) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the Well or Well site which results from unauthorized entry of any kind to the Well site or Well.

**8. Termination.** The Owner shall have the right to continue this Contract for an indefinite period of time providing payment of the annual fees is in accordance with the terms herein. This Contract is subject to termination by the Owner only if written notice of intent to terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attention: Customer Service, P O Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's management and/or Commissioners.

**9. Assignment.** The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract. Any attempted assignment without the necessary consent of the Company shall be null and void.

**10. Indemnification.** THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS CONTRACT.

**11. Limitation of Liability.** IN NO EVENT SHALL THE OWNER OR THE COMPANY OR THEIR RESPECTIVE DIRECTORS, OFFICERS, OFFICIALS, AND/OR EMPLOYEES BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWSOEVER CAUSED OR ARISING UNDER THIS CONTRACT.

**12. Assignment of Receivables.** The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.

**13. Miscellaneous Items.** No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

14. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

This Contract is executed and effective as of the date last signed by the parties below.

OWNER:

COMPANY:

City of Monroe, Wisconsin

Utility Service Co., Inc.

By: \_\_\_\_\_

By: *D. Michael Buchanan*

Title: \_\_\_\_\_

Title: Deputy, Chief Financial Officer

Print Name: \_\_\_\_\_

Print Name: D. Michael Buchanan

Date: \_\_\_\_\_

Date: June 23, 2015

Witness: \_\_\_\_\_

Witness: *Regina Arthen*

Seal:

Seal:

## Exhibit A

### Projected Schedule of Work

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
<b>Rehabilitation Sequence 1 thru 10 on 5 wells.</b>	Annual Maint. Sequence on 5 wells.	Annual Maint. Sequence on 5 wells with 5 pumps rebuilt.							
<b>Rehabilitation Sequence</b>									
(1) Pre-Rehabilitation Pump Test that includes the installation and use of a calibrated discharge pipe, manometer and orifice system to determine the pre-rehabilitation performance of the well and pump.									
(2) Remove Pumping Equipment using adequate pump removal rig and crew.									
a. Inspect, repair and/or replace the pump after post rehab pump test is complete.									
(3) Video Inspection of the well.									
(4) Pre-treatment using mechanical tools.									
(5) Application of rehabilitation technology prescribed from the evaluation of the specific well information obtained in the condition Assessment.									
(6) Re-Development of the well using down-hole airlift double disk swabs built specifically for this type of work.									
(7) Post Development Video Inspection to confirm cleaning results.									
(8) Install pumping equipment with Aqua Gard™.									
(9) Post Rehabilitation Pump Test to confirm performance conditions post rehabilitation.									
(10) Final Report including all results, findings and performance factors is generated and provided to the customer.									
<b>Annual Maintenance Sequence</b>									
(11) Pre-Aqua Gard Pump Test to determine the pre-maintenance performance of the well and pump.									
(12) Aqua Gard™ maintenance cleaning application using CO2.									
(13) Post application operation of the pump to clean the well until satisfactory water is being produced followed by a Post Application of CO2 Pump Test and report.									

The Program benefits include:

1. Initial rehabilitation and installation of maintenance equipment
2. Repair or replacement of pumps and motors as needed;
3. Future rehabilitations at no additional cost;
4. Annual maintenance cleaning of all wells ;
5. Annual performance test and report on all wells; and
6. Emergency Call-out services as needed for covered items at no additional cost.



# Attachment "A"

## Investment Recovery Schedule

### City of Monroe, Wisconsin

Investment Recovery Schedule	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Based on current year service complete	\$602,543	\$560,180	\$517,818	\$475,455	\$428,688	\$377,355	\$321,289	\$260,317	\$194,257	\$122,924
Number of Wells this year	5	5	5	5	5	5	5	5	5	5
Per Well Investment Schedule	\$120,509	\$112,036	\$103,564	\$95,091	\$85,738	\$75,471	\$64,258	\$52,063	\$38,851	\$24,585