

**Date: Monday, February 19, 2018**  
**Time: 4:55 PM**  
**Place: Fire Station 1 - 601 W 17th Street**

## **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 QUOTE FOR ROOF REPAIRS

We have a quote from Professional roofing to complete repairs to the roofing material above the downtown fire station. This would be for an estimated cost of \$6,000. Funds are budgeted for in the building capital fund.

Individual Requesting Item	DPW
Expected Length of Discussion	5 min

- H. UTILITIES SUPERVISOR

- 1. UTILITY BILLING SERVICES CONTRACT

Consideration for a company to print, stuff, and mail utility bills on our behalf.

Individual Requesting Item	Bridget Schuchart
Expected Length of Discussion	15 minutes

Documents:

*[Utility Bill Service Agreement - City of Monroe.pdf](#)*

- 2. DISCUSS AND AUTHORIZE TO HIRE FEHR GRAHAM TO DEVELOP PLANS AND BID SPECIFICATIONS TO PAINT INSIDE OF INDUSTRIAL PARK WATER TOWER.

Discuss and authorize to hire Fehr Graham to develop plans and bid specifications to paint inside of industrial park water tower.

Individual Requesting Item	Mike Kennison
Expected Length of Discussion	10 Min

Documents:

*[Industrial Park Tower Deficiencies.docx](#)*  
*[Industrial Park water tower Cost Estimate 2018.pdf](#)*

I. BUSINESS PRESENTED BY PUBLIC

J. 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.

K. 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.

**Members: President Chuck Koch, Vice-President Tom Miller, Jeff Newcomer, Rob Schilt,**

**Youth in Government members: Aidan Lambert, Luke Nicholson**

December 12 ,2017

## 3 Year Service Agreement **Primadata/Bayside Printing/City of Monroe**

Project Name: **Utility Bills**

Primadata, LLC and Bayside Printing, LLC (collectively, "Service Provider") will supply the City of Monroe ("Customer") will accept exclusively from Service Provider all of the Service Items listed in the text of this Agreement. Customer agrees to pay Service Provider for all services rendered on a net 30 basis. Customer warrants that it is not subject to any existing Agreement for the processing services described within this Agreement. Service Provider guarantees that it will provide print and mail services based on services described within the contents of the Agreement.

Customer agrees and acknowledges the following as an Agreement to services rendered for the period of 3 years with a 1 year extension option. 60 day prior notice is required for forfeiture of 1 year extension option. Anticipated contract date is (01-01-2018). If Customer believes Service Provider has consistently failed to provide quality of goods and services as described within the Agreement, Customer may terminate this Agreement without penalty provided that Customer first gives Service Provider written notice (sent by Certified Mail to address specified within Agreement) detailing such service deficiencies and if Service Provider fails to resolve such deficiencies within (60) days after notice. Customer concerns shall be presumed resolved unless Customer gives Service Provider a second written notice detailing the continuing deficiencies within ten (10) days after the expiration of such sixty (60) day resolution period. Customer may then cancel this Agreement provided that all previous balances due to Service Provider are paid, for all services rendered.

Service Provider will do all of the address correction and address qualifying internally through software manipulation. Service Provider assumes there will be 1 mail stream, w/no splits, multiple mail groups, or stock changes. The quoted statements would be a quarterly statement run and is requiring a 3 year processing commitment between all Parties.

Service Provider will invoice this project on a quarterly basis. Service Provider will program a turnkey system which is secure and user friendly for the Customer's processing team. The full scope of work is laid out below and priced according the previously received quote from Service Provider.

## Scope of Work

<u>Item</u>	<u>Description</u>
#212519 PROCESSING Utility Bills Quarterly	SETUP/PRINT/FOLD/INSERT/METER/MAIL Print Black 1/1 from client supplied PDF on Service Provider 8.5x11 24# white stock w/ perf inserted into Service Provider #10 double window envelope (maximum 9 records per envelope)
<b>Yearly Insert</b>	<b>Inserting fee \$0.0085 per envelope base on 4700 envelopes. (We would quote the yearly insert at the time of production).</b>  9 x 12 Envelope
Delivery Service	First Class Presort Mail Electronic submission of Paperwork & Deliver to Post Office
<b>Initial One Time Setup</b>	<b>Waived with Three contract</b>
<b>Price</b>	<b>\$0.1365 /per record (utility bills) base on 4700 records Additional per piece cost if you have individual records that need to be hand inserted. \$0.50 per 9 x 12 envelope.</b> <b>The unit price per record could vary depending on the quantity not dropping below 4,000 or exceeding 5,000 records. Postage as incurred and invoiced separately, requires postage account to be setup</b>

### Notes

- 1) Optional Services are not included in the total cost.
- 2) As of July 1 1998, all addresses on any discount rate first class mail must have been exposed to NCOA updating or ancillary endorsement readings on the outer front read area of the mailing envelopes.
- 3) Any provided stock must be pre-authorized to meet equipment specifications.
- 4) Any developmental program work not listed in the specifications or the quote, but necessary for the job, will be billed accordingly. Programming services for calculation and lookup tables, custom reports multiple versions, author changes, non-standard data, etc. are charged at **\$60.00** per hour.
- 5) Additional samples over the standard 5 supplied per order involve additional production, and will be invoiced accordingly (at the same rate listed above).

### Production schedules

Production schedules will be established and followed by both the Customer and Service Provider. In the event that production schedules are not adhered to by the Customer, delivery dates will be subject to renegotiations. There will be no liability or penalty for delivery due to state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other causes beyond the control of the Service Provider. In such cases, schedules will be extended by an amount of time equal to delay incurred.

### Alterations/Corrections

Customer alterations include all work performed in addition to the original specifications. All such work will be charged at the Service Provider's current rates.

### **Customer Furnished Materials**

Materials furnished by Customer or their suppliers are verified by delivery tickets. The Service Provider bears no responsibility for discrepancies between delivery tickets and actual counts. Customer supplied paper must be delivered according to specifications furnished by the Service Provider. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, film, color separations, special dies, tapes, disks, or other materials furnished by the Customer must be usable by the Service Provider without alteration or repair. Items not meeting this requirement will be repaired by the Customer, or by the Service Provider at the Service Provider's current rates.

### **Outside Purchases**

Unless otherwise agreed in writing, all outside purchases as requested or authorized by the Customer, are chargeable.

### **Terms/Claims/Liens**

Payment is net cash 30 calendar days from date of invoice. Claims for defects, damages or shortages must be made by the Customer in writing no later than 20 calendar days after services are rendered. If no such claim is made, the Service Provider and the Customer will understand that the job has been accepted.

### **Personal or Economic Rights**

The Service Provider reserves the right to use his or her sole discretion in refusing to print anything he or she deems illegal, scandalous, improper or infringing upon copyright law. The Customer agrees not to send any of the above to the Service Provider knowingly.

### **Storage**

The Service Provider will retain intermediate materials until the related end product has been accepted by the Customer. If requested by the Customer, intermediate materials will be stored for an additional period at additional charge. The Service Provider is not liable for any loss or damage to stored material beyond what is recoverable by the Service Provider's fire and extended insurance coverage.

### **Security**

Services included in this Agreement may or may not involve the transfer of nonpublic personal information between the Parties. This information is the property of Customer and will be used only for the purposes set forth in this Agreement. All information will be rendered with a high degree of care to protect the security, integrity and confidentiality of the information. All information will either be returned to Customer or destroyed (not retained) upon completion of the work or, in any event, upon termination of the Agreement.

Under some limited circumstances, the further transfer of information may be needed to accomplish the purposes for which Customer has contracted Service Provider. If a transfer of the information by Service Provider to a third party is required and permitted, Service Provider agrees that:

- a. Customer is not a party to the Agreement with the third party.
- b. Service Provider will use caution and prudence in the selection of responsible third parties as permitted under this term.
- c. Service Provider will obtain an Agreement from the third party it selects that the third party will use a high degree of care to protect the security, integrity and

confidentiality of the information, use the information only for the purposes agreed upon, not transfer the information further, return or destroy the information to Service Provider upon either the completion of the work, or in any event, not later than the termination of the Agreement for services.

Any and all information disclosed by Customer shall be deemed to be confidential information. Service Provider shall not use Customer information for any purpose other than as reasonably necessary to fulfill the terms of this Agreement, and shall not disclose Customer information to any third party person without the prior written consent of Customer. Service Provider shall not make Customer information available to any employees, contractors, or agents of Service Provider except those with a need to know. Service Provider shall implement appropriate measures to ensure the security and confidentiality of all Customer information in its possession from time to time, including protecting against any anticipated threats or hazards to the security or integrity of the Customer information. Upon written and reasonable notice from Customer to Service Provider, Service Provider will provide access to Service Provider premises during regular business hours to audit compliance with this section. Upon written request from Customer, Service Provider shall supply, from time to time, written certification of compliance with this section. Service Provider agrees to take appropriate action for all security breaches, including but not limited to, incidents of unauthorized access to or misuse of any Non-Public Personal Information (as these terms are defined in the Privacy Regulations issued pursuant to the Gramm-Leach-Bliley Act), and shall notify Customer of any such security breach immediately, not to exceed 1 hour from time of discovery. Service Provider will provide to Customer, on an annual basis, the following documents: Privacy Policy; IT Security Policy; SSAE 16 Audit; Current Certificate of Insurance & Organizational Chart. In addition, Service Provider agrees to observe applicable state and federal law in the use and retention of confidential information. The Parties agree that this is a material term of the Agreement.

### **Liability**

Disclaimer of Consequential Damages: Neither Party nor its officers, directors, employees, agents, vendors, suppliers or distributors shall be liable under this Agreement to the other party or any third party for any special, consequential, indirect, incidental, or punitive loss or damages or any other similar damage under any theory of liability (whether in contract, tort, strict liability or any other theory), even if such Party has been informed of the possibility thereof.

The Service Provider Liability will be limited to the quoted selling price of defective goods, without additional liability for special or consequential damage. As security for payment of any sum due under the terms of an agreement, the Service Provider has the right to hold and place a lien on all Customer property in the Service Provider possession. This right applies even if credit has been extended, notes have been accepted. Trade acceptances have been made, or payment has been guaranteed. If payment is not made, the Customer is liable for all collection cost incurred. The Service Provider warrants only that the work will conform to the description contained in the purchase order.

### **Limitation of Liability with Respect to City**

Notwithstanding any other article herein to the contrary, this Agreement shall not be construed in any way so as to waive the City's immunity from liability and/or limitation of damages as set forth within any Federal, State, or local statute, ordinance, rule or regulation including, but not limited to, the limits of liability, and statute of limitations, as set forth within Section 893.80 through 893.82 of the Wisconsin State Statutes.

**Dispute Resolution**

The Parties will attempt to resolve any dispute or claim arising from or in connection with this Agreement by appropriate internal means, including referral to each Parties senior management. Before either Party may bring any action or other proceeding, such Party will promptly notify the other Party in writing of the dispute or claim. No action will be brought until: (a) the respective key personnel for each Party conduct a study of the dispute or claim; (b) a meeting between the Parties, including at least one representative of senior management, is held at a mutually convenient time and place as soon as practicable to try to resolve the dispute; and (c) if after such meeting takes place, one of the Parties sends a letter to the other stating it is unable to resolve the matter in dispute. Thereafter, the Parties may, by mutual consent, seek to resolve any disputes by the use of mediation and/or binding or non-binding arbitration. Unless the Parties agree otherwise in writing, neither Party waives its right to seek the remedies otherwise available to it under this Agreement by pursuing alternative dispute resolution such as mediation or arbitration.

**Recognition B)' Parties of Adequacy of Terms of Agreement**

The Parties agree that their negotiations have led each Party to an understanding of the business needs and requirements of the other Party in connection with the services to be provided under this Agreement. Each of the Parties acknowledges that the terms of this Agreement adequately define and provide for its business needs and requirements in connection with the services to be provided under this Agreement.

**Relationship of the Parties**

No employment, partnership, or agency relationship or joint venture is created by reason of this Agreement. Neither Party is authorized to bind the other to any Agreement or contract with any third party.

**Assignment; Agreement For Benefit of Parties Only**

This Agreement will be binding upon and will inure to the benefit of the Parties hereto and their successors and permitted assigns. Notwithstanding the above, neither Party may assign this Agreement without the prior written consent of the other Party. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties to this Agreement and their successors and permitted assigns.

**Entire Agreement: Amendment: Waiver**

Each of the Parties acknowledges that it has reviewed this Agreement and understands its terms and conditions. This Agreement (including the Attachments) represents the complete understanding of the Parties with respect to the matters set forth in this Agreement and supersedes any and all previous representations, statements, or promises, whether verbal or in writing. The Parties specifically affirm the limitations in respect of warranties and remedies set forth in this Agreement and agree that no other warranties or promises have been made except for such express warranties made. This Agreement may not be modified, altered, amended, or changed except by mutual agreement of the Parties in writing. No failure by either Party to insist upon strict performance of any term of this Agreement will act as a waiver of such Parties right to insist upon strict performance of such term at a later time or to insist upon strict performance of any other term of this Agreement.

**Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin as if it were negotiated, executed and performed entirely within the State of

Wisconsin. The jurisdiction and venue for any dispute under this agreement shall be the circuit court for Brown County, State of Wisconsin.

**Notices**

All notices and other communications required or permitted by this Agreement shall be in writing and will be effective when delivered to the addresses for the Parties set forth in the first paragraph of this Agreement by hand or by a nationally recognized overnight courier services (costs prepaid).

**Counterparts: Electronic Signatures**

This Agreement may be executed in any number of counterparts, and each shall be deemed an original with all such counterparts constituting one and the same instrument. A manual signature on this Agreement, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**City of Monroe**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Primadata, LLC**

By: \_\_\_\_\_  
Print Name: Steve Hurning  
Title: CFO  
Date: 12-12-2017

**Bayside Printing LLC**

By: \_\_\_\_\_  
Print Name: Michelle Jossie  
Title: OWNER  
Date: 12-12-2017





# City of Monroe Utilities

1224 10<sup>th</sup> AVE W  
MONROE WI. 53566

**Michael L. Kennison**  
**Water / Wastewater Supervisor**

PHONE: 608 - 329 - 2485

FAX: 608 - 329 - 2488

Fehr Graham recently completed a Water Storage Facility Inspection on the City's water tower located in the Industrial Park in accordance with the Wisconsin DNR 5-year service requirements. The tank was brought out of service, completely drained, cleaned, and thoroughly inspected.

Results: As a result of the inspection, several deficiencies were identified which do not meet the requirements set forth by the Wisconsin Department of Natural Resources.

- Interior wet surface paint has exceeded its useful life. Less than 20% of the paint remains with minor pitting of the steel. Surface needs to be blasted and totally repainted to prevent corrosion and damage to the inside of the tank. Zinc-Rich Tnemec product recommended to eliminate need for cathodic protection and an estimated 25 year life expectancy.
- Interior dry surface is overall in decent shape with normal wear observed. The belly of the interior dry is in poor condition and needs to be repainted. Recommend blast and repaint the belly and patch interior dry surfaces.
- Valve vault piping is beginning to corrode. Piping needs to be cleaned and repainted. Recommend thermocoating this area due to wet conditions. Also, the access tube, fill pipe, flow pipe, and belly are prime candidates for this as most of the existing damage is from tank sweating. Could not evaluate fill and flow pipe due to insulation and wrap so this is assumed based on vault conditions.
- Repaint/Patch areas of the Ladder System. Normal wear
- Repaint/Patch areas of the overflow. Normal wear
- Mud Valve was stuck and will likely need to be replaced.
- Manways currently have gaskets which will likely need replaced with the interior wet is painted. This is typical.
- Cathodic protection anodes need to be repaired/replaced. Recommend using Zinc-Rich Tnemec paint system to eliminate need for cathodic protection.
- Overflow needs flapper gate installed and mesh screen replaced.
- Small vent needs to be modified/replaced. Existing vent does not meet DNR requirements.
- Add heat tape to sample valves to prevent damage from freezing.
- Replace globes and bulbs on the lights on the 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> levels and access tube. Recommend LED lights.

Timing: The painting needs to occur within the 2018-2019 painting seasons to prevent further damage to the tank. Painting must occur within the months of April to November for required temperatures.

Estimated Project Cost: \$257,600 (See Budgetary Cost Breakdown)

Michael L Kennison  
City of Monroe Utility Supervisor  
1224 10<sup>th</sup> Ave W  
Monroe WI. 53566  
608-329-2485  
mkennison@cityofmonroe.org



**Engineer's Opinion of Budgetary Cost**  
**Monroe Industrial Tank Painting, City of Monroe, Wisconsin**  
 Project No. S-12

No.	Description	Unit Price	Total Price
1	Full Blast & Repaint-Interior Wet	\$ 145,000.00	\$ 145,000.00
2	Ancillary Steel Repair/Manway Gaskets/Venting	\$ 15,000.00	\$ 15,000.00
3	Overflow Flap Gate	\$ 2,000.00	\$ 2,000.00
4	Spot Paint Repairs-Interior Dry	\$ 40,000.00	\$ 40,000.00
5	Mud Valve Replacement	\$ 5,000.00	\$ 5,000.00
6	Recommended-Thermocoating-Interior Dry	\$ 15,000.00	\$ 15,000.00
7	Optional-LED Light Fixture Replacement	\$ 2,000.00	\$ 2,000.00

Costs based on Tnemec 3-Coat Zinc-Rich Primer/Epoxy System with Stripe  
 Tank Size - 500,000 Gallon  
 Estimated Area - 9,000 SF Interior Wet, 5,500 SF Interior Dry

	<b>ESTIMATED CONTRACT AMOUNT</b>	\$ 224,000.00
Engineering Design, Construction Services, Project Administration (15%)	\$	<u>33,600.00</u>
	<b>ESTIMATED PROJECT TOTAL</b>	<u><u>\$ 257,600.00</u></u>