



CITY HALL • 109 NORTH MAIN STREET • HARTFORD, WI 53027

AGENDA
CITY OF HARTFORD UTILITY COMMITTEE
CITY HALL COUNCIL CHAMBERS

Monday, February 3, 2020
6:00 pm

This is a regularly scheduled meeting of the Utility Committee of the City of Hartford. Prior to this meeting, notice was given to the public by posting an agenda on the City Office Meeting Board, Library Bulletin Board, and Police Bulletin Board. In addition, the Daily News (the official City newspaper) was given notice of this meeting and an agenda was placed in their City Office mailbox at least 24 hours ago.

- 1) Call to Order
- 2) Public Comment Period
- 3) Update on electric service interruptions and water main breaks
- 4) Discussion and consideration of purchasing the John Deere 325G skid steer loader from Brooks Tractor, Inc. in Milwaukee, Wisconsin for a cost not to exceed \$50,401 (Executive Summary attached)
- 5) Discussion and consideration of purchasing two 25kV pad-mounted S&C switchgears and 50 interchangeable fuse units from Border States Electric at a cost not to exceed \$46,643.50 (Executive Summary attached)
- 6) Discussion and consideration of purchasing the GME hydraulic trench shield box from Stotzer Sales, LLC for a price not to exceed \$15,993.50 (Executive Summary attached)
- 7) Update on new electric and water utility logo (logo attached)
- 8) Discussion and consideration of accepting the engineering proposal from SEH in Delafield, Wisconsin dated 1/29/2020 for the evaluation of the Waterwater Utility interceptor sewer at a cost not to exceed \$11,080 (Executive Summary attached)
- 9) Discussion of providing lateral assistance for the Hillcrest sanitary sewer extension (discussion only, no action)
- 10) Adjournment

“Persons with disabilities requiring special accommodations for attendance at the meeting should contact the City Clerk at least one (1) business day prior to the meeting.”

“Members of the Common Council may attend the above meeting. Pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553, 494 N.W.2d 408 (1993) such attendance may be considered a meeting of the Common Council. This notice is given so that members of the Common Council

EXECUTIVE SUMMARY

TITLE: Purchase Skid Steer Loader

BACKGROUND: The approved 2020 Capital Improvement Program includes \$73,000 to purchase a new skid steer loader. The skid loader is a versatile piece of excavation equipment and is used by Hartford Electric staff on projects such as primary underground line extensions and underground service installations in Hartford and Slinger.

The existing skid steer loader is a rubber-tired unit. It has after-market metal tracks which are used to improve mobility when working in wet and unstable conditions. This machine was not designed or intended for continuous use with metal tracks as it can ultimately cause premature axle failures.

To remedy this issue, the new skid steer loader would be outfitted with tracks instead of rubber tires. In addition, the minimum specifications for a new, mid-sized, skid steer loader would include an operating capacity greater than 1,800 pounds and horsepower (HP) greater than 60 HP. The new machine was also required to include quick coupler hydraulics, joystick hand controls and a LCD monitor with a back-up camera. The proposals from each vendor are listed below.

<u>Vendor</u>	<u>Price</u>
1. Brooks Tractor, Inc. (John Deere 325G)	\$50,401
2. Miller-Bradford & Risberg, Inc. (Case TV370B)	\$55,900
3. Fabick Cat (Caterpillar 289D3)	\$64,000

Brooks Tractor Inc. provided the lowest proposal of \$50,401 for a John Deere 325G skid steer loader. Their proposal met and exceeded all of our specification requirements. All machines were field tested and the John Deere 325G received positive feedback from staff. A two-year warranty is included with the proposal.

FISCAL IMPACT: \$50,401 to be derived from the 2020 Electric Capital Improvement Program under Reference No. 380-19-334.

RECOMMENDATION: To purchase the John Deere 325G skid steer loader from Brooks Tractor, Inc. in Milwaukee, Wisconsin for a cost not to exceed \$50,401.00.

PREPARED BY:


BRIAN RHODES
UTILITY DIRECTOR

1-28-2020
DATE

REVIEWED BY:


DAWN TIMM
FINANCE DIRECTOR

1/29/2020
DATE

APPROVED BY: 
STEVE VOLKERT
CITY ADMINISTRATOR

1-30-20
DATE

Routing: Utility Committee

Selling Equipment

Quote Id: 21096055

Customer: CITY OF HARTFORD

JOHN DEERE 325G COMPACT TRACK LOADER

Equipment Notes: "BALANCE DUE" DOES NOT INCLUDE TAX
CASH SALE
EQUIPMENT OPTIONS:

LED LIGHTS: ADD \$553.00
REVERSING FAN W/ PRECLEANER: ADD \$789.00

Hours:
Stock Number:

Code	Description	Qty
00D0T	325G COMPACT TRACK LOADER	1

Standard Options - Per Unit

0800	Standard Compact Track Loader	1
0953	ISO-H Switchable Controls and EH Joystick Performance Package	1
1050	TWO-SPEED	1
1301	Engine - Turbocharged	1
1501	English Operator's Manual & Decals	1
1741	Less JDLink	1
2645	Zig-Zag Bar Tread Pattern - 15.8 in. (400mm) Tracks	1
3004	Standard Hydraulics, Hydraulic Self-Leveling Up and Ride Control	1
4001	2-Inch Seat Belt with Shoulder Harness	1
5001	Power Quik-Tatch	1
5204	Cab Enclosure with Air-Conditioning, Heat and Defrost	1
5500	Standard Lighting Package	1
6006	Air Suspension Seat (Cloth with Heat)	1
6500	Standard Fan Drive	1
8042	Rear View Camera	1
8050	Cold Start Package	1
8075	Hazard Warning Lights	1
8342	Radio, AM/FM with Bluetooth	1
8380	Foot Rest with Floormat	1
8395	Keyless Start (Sealed Switch Module)	1
9052	78 in. HD Construction Bucket (19.4 cu. ft.) with Edge	1

Service Agreements

Quote Summary

Prepared For:

CITY OF HARTFORD
 109 N Main St
 Hartford, WI 53027
 Business: 262-673-8298
 Mobile: 262-673-8303
 MIKEH@CI.HARTFORD.WI.US

Prepared By:

BENJAMIN ADAMS
 Brooks Tractor Incorporated
 12101 West Silver Spring Drive
 Milwaukee, WI 53225
 Phone: 414-462-9790
 Mobile: 414-651-2733
 badams@brookstractor.com

Quote Id: 21096055
Created On: 17 January 2020
Last Modified On: 20 January 2020
Expiration Date: 31 January 2020

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 325G COMPACT TRACK LOADER John Deere Extended Warranty-24 MONTH, OR A TOTAL OF 2,000 HOURS, FACTORY FULL MACHINE WARRANTY	\$ 49,612.00 X	1 =	\$ 49,612.00
Equipment Total			\$ 49,612.00

Quote Summary	
Equipment Total	\$ 49,612.00
SubTotal	\$ 49,612.00
Total	\$ 49,612.00
Balance Due	\$ 49,612.00
REVERSING FAN W/ PRECLEANER	+ \$789 <hr/> \$ 50,401.00

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 21096055

Customer: CITY OF HARTFORD

John Deere Extended Warranty - 24
MONTH, OR A TOTAL OF 2,000
HOURS, FACTORY FULL MACHINE
WARRANTY



Corporate Office:
 W250 N6851 Hwy 164
 P.O. Box 904
 Sussex, WI 53089

Sussex, WI 1-800-242-3115	DeForest, WI 1-800-585-7219	De Pere, WI 1-800-638-7448	Negaunee, MI 1-800-562-9770
Eau Claire, WI 1-800-585-7232	Marathon, WI 1-888-886-4410	Rockford, IL 1-800-585-7231	

Distributors of Equipment and Supplies for ■ Construction ■ Forestry ■ Industry ■ Government

TO: HARTFORD UTILITIES
 620 W SUMNER STREET
 HARTFORD, WI 53027

DATE: JANUARY 21, 2020

REFERENCE:

WE SUBMIT THE FOLLOWING PROPOSAL:

QUANTITY	DESCRIPTION	AMOUNT
1	2020 CASE TV370 COMPACT TRACK LOADER -CAB HEAT A/C -RIDE CONTROL AND BUCKET SELF LEVELING - 84" BUCKET W/BOE -HYDRAULIC COUPLER -HEAVY DUTY REAR DOOR -HEATED AIR SEAT -17.7" TRACKS -ISO PILOT/H PATTERN EH CONTROLS	\$53,400.00
	2020 CASE TV370B COMPACT TRACK LOADER -CAB HEAT A/C -RIDE CONTROL AND BUCKET SELF LEVELING -84" BUCKET W/BOE -HYDRAULIC COUPLER -HEAVY DUTY REAR DOOR -HEATED AIR SEAT -17.7" TRACKS -ISO PILOT/H PATTERN EH CONTROLS -NEW LCD MONITOR INCLUDING BACK-UP CAMERA	\$55,900.00

TERMS:
 DELIVERY:

F.O.B.: MBR SUSSEX

WE THANK YOU FOR THE OPPORTUNITY TO QUOTE ON THIS EQUIPMENT

Miller-Bradford & Risberg, Inc.

SIGNED TOM KLINK



www.fabickcat.com

January 14, 2020

City of Harford

We are pleased to quote the following for your consideration:

(1) New Caterpillar 289D3 Skid Steer Loader

The following factory and dealer options are included:

- * Operating Weight: 10,500 lbs.
- * Cat C3.3 74 H.P. Engine
- * Operating Capacity: 3,800 lbs
- * Joystick Pilot Controls
- * Enclosed Cab with Heat and A/C
- * Air Suspension Heated Seat
- * Door, Cab, Glass
- * Radio, Am/Fm, Bluetooth
- * LCD Display, Rear View Camera
- * 2 Speed Travel
- * 17.7 In Bar Tracks
- * Seat Belt, 2"
- * Quick Coupler, Hydraulic
- * 120V Block Heater
- * Fan, Cooling, Demand
- * Front/Rear Work Lights
- * Cat Bucket, 86", Boce

* Warranty: Powertrain + Hydraulics + Tech Extended Service Coverage out to a total of 60 Months or 2500 Hours, whichever comes first.

Sale Price: \$64,000.00

We believe the equipment as quoted will exceed your expectations. On behalf of Fabick Cat, thank you for the opportunity to quote Caterpillar machinery.

Sincerely,
Alex Egelhoff
Territory Manager
Cell: 262-422-4586
alex.egelhoff@fabickcat.com

This proposal is good for 30 days

Milwaukee
11200 West Silver Spring Rd.
Milwaukee, WI 53225-3118
414/461-9100 Tel
414/461-8899 Fax

Power Systems
11200 West Silver Spring Rd.
Milwaukee, WI 53225-3118
414/461-9100 Tel
414/615-2101 Fax

Madison
1111 Applegate Rd.
PO Box 259040
Madison WI 53725-9040
608/271-6200 Tel
608/271-1410 Fax

Eau Claire
7860 Partridge Rd.
PO Box 1088
Eau Claire, WI 54702-1088
715/874-5100 Tel
715/874-5182 Fax

Power Systems
7877 Partridge Rd. (Cty EE)
PO Box 1088
Eau Claire, WI 54702-1088
715/874-5100 Tel
715/874-5151 Fax

LaCrosse
1620 Carol Court
La Crosse, WI 54601-3056
608/783-4891 Tel
608/781-3222 fax

Superior
111 Moccasin Mike Rd.
Superior, WI 54880-4358
715/398-9696 Tel
715/398-9695 Fax

Green Bay
600 Hansen Rd.
PO Box 19976
Green Bay, WI 54307-9176
920/498-8000 Tel
920/499-4844 Fax

Power Systems
2700 South Broadway
PO Box 19976
Green Bay, WI 54307-9176
920/498-8000 Tel
920/499-0890 Fax

Wausau
9601 Christie Ln.
PO Box 350
Schofield, WI 54476-0350
715/359-6220 Tel
715/359-5550 Fax

Marquette
US Highway 41 West
PO Box 638
Marquette, MI 49855-0638
906/475-4191 Tel
906/475-4054 Fax

EXECUTIVE SUMMARY

TITLE: Purchase Pad Mount Switchgear

BACKGROUND: The Village of Slinger has created a project to replace some of their older and more problematic pad-mounted switchgears in their electric distribution system. Four switchgears were replaced last year and the Village would like to continue with this replacement project by replacing an additional two switchgears in 2020.

S&C pad-mounted switchgears have been the standard switchgear used in Hartford for over the last 20 years. This live-front and dead-front switchgear was recommended and approved by Forster Engineering to be used in our distribution system and has become a standard inventory item. Forster Engineering has once again recommended the S&C switchgears for the project in Slinger. Ground sleeves and fuse terminals for this gear are standard inventory items and are easily interchangeable during maintenance and outages. This switchgear is operator-friendly and has proven to be an extremely reliable gear available at a reasonable cost. Border States Electric is the only authorized S&C vendor for this product in Wisconsin and is the sole-source provider for this inventory item.

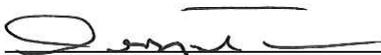
The total cost for two switchgears with ground sleeves and fuse terminals from Border States Electric amounts to \$38,260. The Village of Slinger will reimburse Hartford Electric upon the completion of the project.

In addition, the Utility will purchase 50 fuse units that are interchangeable with this switchgear unit at \$8,383.50. These fuses will be purchased to replenish our inventory.

FISCAL IMPACT: \$38,260.00 to be paid to Hartford Electric upon completion of the switchgear replacement project. \$8,383.50 for the fuse units will be derived from user fees.

RECOMMENDATION: To purchase two 25kV pad-mounted S&C switchgears and 50 interchangeable fuse units from Border States Electric at a cost not to exceed \$46,643.50.

PREPARED BY:  1-27-2020
BRIAN RHODES
UTILITY DIRECTOR
DATE

REVIEWED BY:  1-29-2020
DAWN TIMM
FINANCE DIRECTOR
DATE

APPROVED BY:  1-27-2020
STEVE VOLKERT
CITY ADMINISTRATOR
DATE

Routing: Utility Committee



Border States Electric Supply
Shealy Electrical Wholesalers

Border States Electric - PWK
N29W23606 Woodgate Ct E
Pewaukee WI 53072-6248
Phone: 262-347-2199

Hartford Utility Department
109 N Main St
Hartford WI 53027-1582

Quote

BSE Quote: 25507030
Sold-To Acct #: 8311
Valid From: 01/08/2020 To: 02/07/2020
PO No: PMH9 Quote
PO Date: 01/08/2020

Created By: Jean Parks
Tel No: 262-347-2121
Fax No: 262-347-0550

Inco Terms:
PPA Origin, Freight Allowed

Payment Terms:
Net 25th prox

Attention: Mike Thimm

Cust Item	BSE Item	Material MFG - Description	Quantity	Price Per	UoM	Value
	000010	1680238 SAC - 55153R3-N10 25KV PMH-9 SWITCH PMH-9 25kv w/Fuse terminal Adapters in Horizontal Position, 18kv arresters installed at factory in both switch compartments(qty 6 fuse nd fitting to ship inside the unit#3097)	2 EA	17,800.00 / 1	EA	35,600.00
		** FUSE TERMINAL ADAPTERS INSTALLED IN THE DOWN/HORIZONTAL POSITION				
		** LEADTIME: 14-16 WEEKS				
	000020	2275341 CON. - FC-80-86-36 FIBERCRETE GRD SLV 25KV PMH9 68"x 74" OPENING CENTERED	2 EA	1,330.00 / 1	EA	2,660.00
		** LEADTIME: 4-5 WEEKS				
		Cust Material Descr: FC-80-86-36-6874 FIBERCRETE GRD SLV PMH9				
	000030	740249 SAC - 613125 125E 25KV FUSE UNIT SMU-20	50 EA	167.67 / 1	EA	8,383.50
		** LEADTIME: 10-12 WEEKS				
		**** FREIGHT ALLOWED				
		Cust Material #: 2-27-900-3125				

Border States Electric - PWK
N29W23606 Woodgate Ct E
Pewaukee WI 53072-6248
Phone: 262-347-2199

Quote

Page: 2 of 2

BSE Quote: 25507030
Sold-to Acct #: 8311
Valid From: 01/08/2020 To: 02/07/2020

Total \$				46,643.50
State Tax \$	0.000 %	0.00		
County Tax \$	0.000 %	0.00		
Local Tax \$	0.000 %	0.00		
Other Tax1 \$	0.000 %	0.00		
Other Tax2 \$	0.000 %	0.00		
Other Tax3 \$	0.000 %	0.00		
Tax Subtotal \$	0.000 %		0.00	
Net Amount \$				46,643.50

To access BSE's Terms and Conditions of Sale, please go to
<https://www.borderstateselectric.com>

The quoted sales tax is an estimate only based upon the information provided in this quote and will be finalized at the time of Invoice based upon the material purchased, quantity purchased, and delivery location.

Shipping and handling fees in this quote are an estimate only and will be finalized at the time of Invoice.

All clerical errors contained herein are subject to correction. In the event of any cost or price increases from manufacturers or other suppliers, caused by, but not limited to, currency fluctuations, raw material or labor prices, fuel or transportation cost increases, and any import tariffs, taxes, fees, or surcharges, BSE reserves the exclusive right to change its pricing at the time of shipping and will provide notice of any such change to its customers prior to costs being incurred.

EXECUTIVE SUMMARY

TITLE: Purchase New Trench Shield Box

BACKGROUND: The approved 2020 Capital Improvement Program includes \$25,000 to purchase a new trench shield box. A new trench shield box with taller sidewalls is needed to provide worker safety during our deeper excavations. The new trench shield box would consist of lightweight, aluminum sidewalls with heavy-duty hydraulic struts. The hydraulic shield box can be easily modified in the field to fit a variety of excavation dimensions and can be handled easily with our rubber tired backhoe or mini-excavator.

Following our research and discussion with several vendors, we determined that the hydraulic shield boxes manufactured by Pro-Tec and GME both met our specifications. The hydraulic shield box by GME has a more robust and easy to use end-panel system and received a stronger recommendation from CVMIC, the City's insurance provider.

Quotes were requested from two vendors for the GME hydraulic shield box. Listed below are the quotes received from each vendor.

<u>Vendor</u>	<u>Price</u>
Stotzer Sales, LLC	\$15,993.50
Lee Jensen Sales Co., Inc.	\$16,900.00

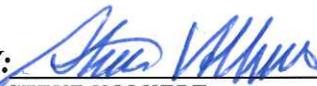
The quote from Stotzer Sales, Inc. in Mequon, WI met all of our specifications and requirements and is the lowest responsive and responsible bidder.

FISCAL IMPACT: \$15,993.50 to be derived from user fees.

RECOMMENDATION: To purchase the GME hydraulic trench shield box from Stotzer Sales, LLC for a price not to exceed \$15,993.50.

PREPARED BY:  1-27-2020
BRIAN RHODES DATE
UTILITY DIRECTOR

REVIEWED BY:  1-29-2020
DAWN TIMM DATE
FINANCE DIRECTOR

APPROVED BY:  1-27-2020
STEVE VOLKERT DATE
CITY ADMINISTRATOR

Routing: Utility Committee

Stotzer Sales LLC

9816 N. Auburn Ct.
 Mequon, WI 53092-6049

Estimate

Date	Estimate #
3/15/2019	122138

Name / Address
City of Hartford Tom Griesmer 620 W. Summer Hartford, WI 53027

			Project
Description	Qty	Cost	Total
REVISION #1 3/20/19 // Added End Guide & Aluminum Sheet **REVISION #2 1/09/20 // Added (1) Case of Winter Shoring Fluid** GME Hydraulic Shield 8' Height x 10' Length x 56" - 92" Width Model: HS - 8 x 10 - 5692 1,660 lbs. Operating Range: 59" - 95" Clearance: 22"	1	11,347.50	11,347.50
ADDED 3/20 GME End Panel Assembly 8' Sheeting Height for 56-92 Struts Includes: Brackets Tubes Sheeting P/N HSEP-8-5692	2	1,748.00	3,496.00
GME Hydraulic Vertical Shores Accessories Hydraulic Pump w/ Plastic Container, 12' Hose & Gauge Model PL-1000 28 lbs.	1	820.00	820.00
GME Shoring Fluid Winter grade Concentrate (1) Case of (6) 1gal bottles	1	330.00	330.00
Notes: 1. Quote good for 30 days 2. Price does not include taxes or freight			0.00
Terms: Net 30			0.00
Total			

Stotzer Sales LLC
 9816 N. Auburn Ct.
 Mequon, WI 53092-6049

Estimate

Date	Estimate #
3/15/2019	122138

Name / Address
City of Hartford Tom Griesmer 620 W. Summer Hartford, WI 53027

			Project
Description	Qty	Cost	Total
Stotzer Sales Jon Hering Phone: (414) 531-6223 Fax (414) 386-7910 jsh@stotzersales.com		0.00	0.00
		Total	\$15,993.50



EXECUTIVE SUMMARY

TITLE: **Engineering Proposals for the Evaluation of the Wastewater Utility Interceptor Sewer.**

BACKGROUND: The City of Hartford's main interceptor sanitary sewer line is scheduled to be lined in 2021 as part of the CIP. The interceptor sewer runs from near N. Wacker Drive all the way to the treatment plant on Liberty Lane. Most of the interceptor is located within easements on private property. There are several sections of the interceptor sewer that are of concern to staff. The concerns include the following:

- There is one buried manhole limiting access to approximately 1,000' of pipe.
- Several sections of the interceptor have had fill added to them over the years increasing depth of the interceptor to approximately 28' – 37' deep. This poses some concern with the structural stability of the pipe.
- There is one manhole that was improperly raised to allow for the added fill which does not allow access for maintenance to this manhole.
- The extra depth at the manholes poses some concerns about access for maintenance.

Before proceeding with the lining of the interceptor sewer, staff would like to evaluate these sections of concern to make sure there are no long term issues with the interceptor sewer.

Design and specifications for large diameter pipe at these depths is a more specialized area of expertise. For this reason, staff felt more comfortable sending this request to only a select few consultants. The consultants selected have worked with the City in the past and are already familiar with this project. Request for Proposals were sent to two consultant engineering firms for engineering services for the evaluation of the interceptor sewer. Both engineering firms submitted proposals with the following costs:

Engineering Company	Address	Proposal
Ruekert Mielke	W233 N2080 Ridgeview Parkway Waukesha, WI 53188	\$6,125.00
Short, Elliott, Hendrickson (SEH)	501 Maple Avenue Delafield, WI 53018	\$11,080.00

This project is included in the 2020 Wastewater Utility budget with a budget amount of \$25,000.00. While Ruekert Mielke did submit the proposal with the lowest cost, staff is recommending to accept the proposal from SEH. After reviewing both proposals, staff believes the proposal from SEH better aligns with the requirements of the proposal. The request for proposal included six items to be addressed with the evaluation of the interceptor sewer:

1. Does the increased fill over the interceptor sewer pose any structural issues to the existing sewer pipe?
2. Options to consider for the manholes to provide sufficient access for inspection and maintenance.
 - a. Options for the buried manhole – Raising the manhole, lining through the manhole, rebuild the manhole, or other options.
 - b. Options for the 3 manholes on the property currently being filled by the owner – raising the manholes correctly, rebuild the manholes, or other options.
3. Are there other repairs required before lining the interceptor sewer?
4. Should the City consider redesigning and rerouting this entire section of the interceptor sewer?
5. Preliminary cost estimates for all possible options.

6. A final recommendation for how to proceed with the repairs/maintenance for this section of the interceptor sewer.

The proposal from SEH provides a detailed description of how they will address each of these items during the evaluation.

The interceptor sewer is one of the most important pieces of the wastewater collection system and the lining of the interceptor will be one of the largest investments made to the collection system. For these reasons, staff would like to ensure the investment made will provide the most cost effective solution for the interceptor sewer and keep future O & M costs to a minimum.

While cost of the proposal from SEH is higher than that of Ruckert Mielke, it is within the budgeted amount for this project. For a project of this importance, I believe the level of effort proposed by SEH for this project is in the best interest of the City even with the slightly higher proposed cost. SEH has completed other work for the City of Hartford Wastewater Utility and has a good working relationship with staff and performed well on those projects.

FISCAL IMPACT: \$11,080.00 from the Wastewater Utility 42" Main Interceptor Assessment under Account No. 595.370.536275.59301.

RECOMMENDATION: Appropriate City officials are authorized to accept the engineering proposal from SEH, 501 Maple Avenue, Delafield, WI 53018, dated January 29, 2020, for the Evaluation of the Wastewater Utility Interceptor Sewer at a cost not exceed **\$11,080.00.**

PREPARED BY: Jason W. Schall 1-31-2020
Jason W. Schall
City Engineer DATE

REVIEWED BY: Dave Piquett 1-31-2020
Dave Piquett
Sewer Utility Director DATE

REVIEWED BY: Dawn Timm 1/31/2020
Dawn Timm
Finance Director/Treasurer DATE

APPROVED BY: Steve Volkert 1/31/2020
Steve Volkert
City Administrator DATE

ROUTING: Utility Committee - February 3, 2020
Common Council - February 11, 2020



Building a Better World
for All of Us®

January 29, 2020

RE: City of Hartford
42" Interceptor Sewer Evaluation Proposal
SEH No. P-HARTW 153679 14.00

Jason W. Schall, PE
City Engineer
City of Hartford
109 North Main Street
Hartford, WI 53027

Dear Mr. Schall:

PROJECT UNDERSTANDING

Short Elliott Hendrickson Inc. (SEH®) understands and values the City of Hartford's (City's) proactive approach when identifying future capital improvement needs, and that you regularly update and prioritize these needs when reviewing your Five-Year Capital Improvement Program (CIP). You previously identified a need to evaluate and rehabilitate a portion of the 42-in. gravity interceptor that serves the Wastewater Treatment Plant (WWTP). We understand that the main interceptor sewer is scheduled to be lined from approximately Wacker Drive to the Wastewater Treatment Plant (WWTP) and that you have concerns regarding whether the interceptor sewer could be lined or whether relocation of the interceptor is warranted. It is further understood that the City desires to complete this study by April 30, 2020.

Previously, this project was identified as a lining project utilizing cured in place pipe (CIPP) from near the intersection of W. Sumner Street and N. Wacker Drive to the WWTP. However, the City has raised concerns over a portion of this interceptor located between the start and end point of the proposed lining project, and would like an engineering evaluation of the sections in question to determine if lining is a viable option. The section in question is located at the east end of Thiel Street at the Walmart property on the downstream end and continues approximately 1,800 ft. east. We understand your concerns are multifaceted, including:

1. The first manhole (MH10) upstream of the manhole at Thiel Street (MH11) (located on the property owned by Dodge United Co-Op) was originally installed with approximately 12 ft. of soil cover over the pipe. The City noted that this manhole was buried at some point and there is now approximately 37 ft. of soil cover on the pipe and 27 ft. above the manhole rim elevation. Based on our preliminary review of aerial photography, it appears as though this manhole was buried at some point between 1990 and 1995, meaning soil overburden has been placed on the associated piping for the last 25 to 30 years. Additionally, the City notes that inaccessibility to MH10 results in a stretch of almost 1,000 feet of interceptor piping with no immediate access points. However, City staff indicated during the RFP period that they have been able to televise through this

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 501 Maple Avenue, Delafield, WI 53018-9351
SEH is 100% employee-owned | sehinc.com | 262.646.6855 | 888.908.8166 fax

manhole in the past. SEH's review of CCTV records through this manhole will be a critical part of the interceptor evaluation, as record drawings indicate a change in pipe class from Class III reinforced concrete pipe (RCP) on the downstream pipe to Class IV on the upstream pipe at MH10.

2. A second area of concern for City staff is a section of interceptor pipe upstream of MH10 where a property owner (Klumb property) has been filling over the interceptor sewer and has added approximately 10 to 16 ft. of additional fill (total of 28 to 34 ft.) over the pipe. Prior to the owner adding fill, the sewer manholes (MH7, MH8, MH9) were raised to adjust the rim elevations and avoid another buried manhole similar to MH10. However, it appears that at least one of the raised MH sections consists only of two 24-in. diameter pipes stacked vertically to add 16 ft. of height to the existing manhole. Not only does this restrict access for televising and maintenance, but could also pose potential structural issues. It appears that filling operations on this parcel are ongoing based on review of aerial photography, however, City staff notes that the property owner has been requested to cease filling in the area of the interceptor. This segment from MH7 to MH9 has not been televised in the past due to the restricted access, however, City staff noted they anticipate excavating around MH8 to achieve access for televising early in this evaluation to provide SEH with the CCTV record and aid in the development of alternatives.

PROJECT APPROACH

We appreciate the opportunity to assist in the City's efforts to evaluate the rehabilitation or relocation of a portion of the City's main interceptor sewer. Our approach and scope of service reflects a collaborative effort that combines a local team with experts in large diameter pipe evaluation and lining projects to provide the City with an evaluation that addresses the interceptor's condition for many years into the future, as well as maximize the ease of future operation and maintenance of the interceptor.

Our initial review of the interceptor alignment and the associated fill placed above the interceptor has identified that in certain areas of the alignment overburden on the existing Class III and Class IV RCP exceeds the recommended fill heights for both Class III and Class IV RCP per the WisDOT Facilities Development Manual. Figure 1 on the following page presents a summary of the existing conditions based on review of record drawings, information provided by the City in the RFP, and review of topographical information, and graphically depicts preliminary structural concerns. In addition, the corrosive nature of potential H₂S and any other defects in the existing RCP may exacerbate additional concern for the structural condition of the existing interceptor. SEH will further review the actual pipe loadings and compare against recommendations and information provided in the Reinforced Concrete Pipe Manual published by the American Concrete Pipe Association.

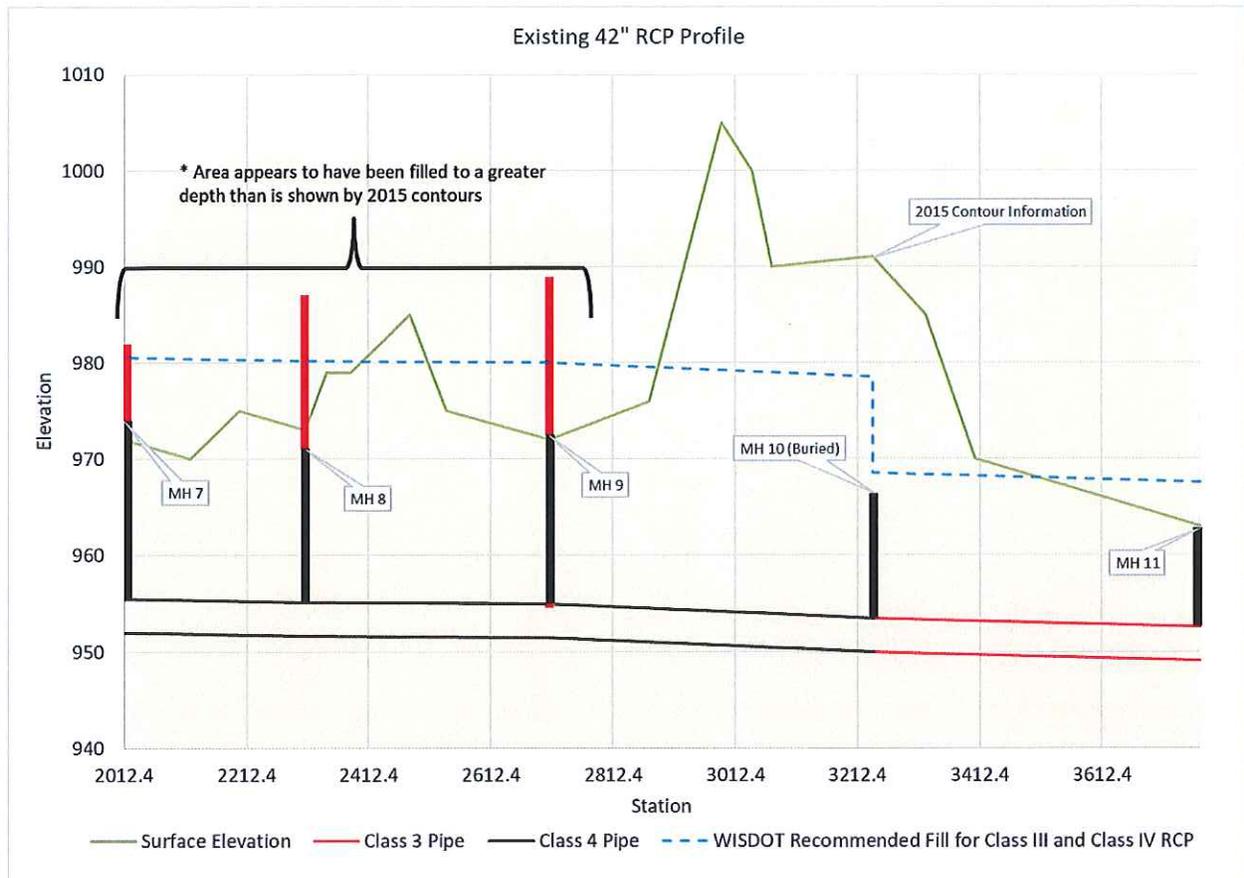


Figure 1. Approximate Existing Conditions Profile of 42" Interceptor Sewer

Following review of available information, we will develop potential alternatives for the interceptor that at a minimum will include the following:

- Lining of the existing interceptor and any additional improvements required to facilitate lining and future operations and maintenance of the interceptor
- Relocation or replacement of the existing interceptor
- Options to provide better access at manholes for operations and maintenance

The kick-off meeting will primarily serve to review, discuss and come to agreement on the City's goals for the interceptor evaluation and identify and rank critical success factors, which may include:

- Long term structural resiliency
- O&M accessibility and safety
- Minimizing risk of failure
- Maximizing development potential of privately owned parcels (to maximize potential municipal tax revenue)
- Minimizing upfront capital costs
- Minimizing long term O&M costs
- Minimizing total present worth cost

We anticipate coming to the scoped kick-off meeting with an initial analysis completed to help guide selection of feasible alternatives to be investigated as part of the evaluation, and will solicit input from City staff to refine a list of possible alternatives for analysis based on the above critical success factors.

SEH will review available options for lining the existing interceptor. **Conventional steam or water cured CIPP liners may not provide the required structural strength for fully deteriorated pipe** in these conditions and we will consider the option of using a UV cured liner that takes advantage of the glass reinforcement that results in a much higher modulus of flexure and tensile strength. Review of CCTV records provided by the City will be of utmost importance during this portion of the evaluation, as the condition of the existing piping will guide selection of the lining method.

Possible Benefits of Relocation

- Allow for shallower cover
- Enhance access for maintenance
- Allow for a corrosion resistant piping material
- Allow for increased development of parcels straddling the existing interceptor alignment

While lining the interceptor pipe may provide the lowest up front capital investment, there are additional considerations to lining that must be weighed against other alternatives.

SEH will review two feasible realignments of the existing interceptor, and if no reasonable alternatives are identified, we will develop an estimate of construction cost to replace the existing interceptor on the existing alignment as a comparison to other alternatives.

Somewhat independent of which alternative is recommended for implementation, increased access for operations and maintenance is required. We will review options including replacement of existing barrel sections (24-in. diameter RCP pipe for instance), or extension of buried manholes to the surface to provide better access during construction and future operations and maintenance. **The existing manhole depth will continue to make access difficult for cleaning and inspections due to existing depth, but a wider barrel section will improve the existing situation significantly.**

A business case evaluation (BCE) of the proposed alternatives will be conducted to further develop the advantages and disadvantages of each alternative and preliminary cost estimates will be created to further evaluate alternatives. **The BCE is a process to evaluate a perceived need and determine how best to address the need considering financial, environmental, and social impacts to support a business judgement decision on a proposed project.** Draft and Final Reports will be submitted with recommendations for proposed improvements.

SCOPE OF WORK

Meetings

SEH has included three meetings with the City in this scope of work. We will meet with the City to quickly kick-off the project, collect any additional background data and discuss the range of potential solutions to determine the optimal rehabilitation, relocation or replacement alternative for final design. SEH's project manager, Mike Court, and client service manager, Dan Schaefer will participate in-person for the kick-off meeting, and Bill Lueck, our senior wastewater conveyance engineer will participate via phone or GoToMeeting. We will next meet with the City when we prepare and deliver the draft report. We will summarize our report and discuss any comments, concerns or required additional analysis that the City may have. After we have finalized the report, we will have our final meeting to present the final report to the City's Utility Committee.

Data Collection and Review

SEH will visit the project site to better understand the issues with the existing interceptor alignment, take photographs and identify potential opportunities for interceptor relocation. We will discuss the City's

knowledge of and concerns for the interceptor at the kick-off meeting and review as-builts, CCTV and any other pertinent information that the City can provide. SEH will provide a list of requested available background files ahead of the kickoff meeting with the goal of discussing available information during the kickoff meeting. Items such as geotechnical reports, wetland delineations, existing easement documentation, field survey, etc. will be requested.

Alternative Development and Analysis

SEH intends to follow the six tasks identified in the RFP and listed below as part of the overall evaluation:

1. Does the increased fill over the interceptor sewer pose any structural issues to the existing sewer pipe?
2. Options to consider for the manholes to provide sufficient access for inspection and maintenance.
 - Options for the buried manhole - Raising the manhole, lining through the manhole, rebuild the manhole, or other options.
 - Options for the 3 manholes on the property currently being filled by the owner - raising the manholes correctly, rebuild the manholes, or other options.
3. Are there other repairs required before lining the interceptor sewer?
4. Should the City consider redesigning and rerouting this entire section of the interceptor sewer?
5. Preliminary cost estimates for all possible options.
6. A final recommendation for how to proceed with the repairs/maintenance for this section of the interceptor sewer.

SEH will further review existing loads from overburden on existing Class III and Class IV RCP, and develop alternatives and improvements associated with lining the existing interceptor, relocating or replacing the existing interceptor and increasing the efficiency of operating and maintaining either alternative by providing better access to buried manholes or replacing or relocating existing manholes. Capital cost estimates will be developed for each alternative and a business case evaluation will be conducted that identifies tangible advantages and disadvantages of each proposed alternative.

Draft Report

A draft report will be developed that summarizes data collection and review; and the alternative development and BCE analysis. The draft report will include recommendations for the City to address the existing issues associated with the City's main interceptor. SEH will present the draft report at a project meeting and incorporate review comments received by the City into the final report.

Final Report

The final report will be submitted to the City and a presentation will be made to the City's Utility Committee.

We understand that the 42-in. interceptor is a critical infrastructure asset to the City, conveying a majority of the wastewater generated within the City of Hartford to the WWTP. A failure of any one of the components discussed above (MH's, pipe segments, etc.) could have substantial and widespread impacts including, but not limited to:

- Increased Inflow & Infiltration leading to increased Operation & Maintenance for Wastewater Utility staff
- Sanitary Sewer Overflows
- Basement backups
- Sink holes
- Loss of property
- Safety issues

Level of Effort and Fee

We have prepared a level of effort and detailed fee (on an hourly basis, with a not-to-exceed amount) in Attachment 1 to this letter proposal based on the RFP requirements issued on January 21, 2020. We've broken the proposed level of effort down by task based on the RFP to aid in your review, and are open to discussions with City staff regarding adding or deleting scope as you see fit to meet project goals. Based on the currently estimated level of effort, we are proposing an hourly, not-to-exceed fee of \$11,080.

Our team consists of a combination of a local project manager, client service manager and GIS support staff, with assistance from our heavy civil support staff located in our St. Paul office (Bill Lueck and Brendan Barnes) that bring a lengthy track record of large diameter pipe investigation, evaluation and rehabilitation projects. Although not required by the RFP, we've included a few brief lining project examples in Attachment 2 to this RFP. SEH anticipates completing the scope of services on or before April 30, 2020, as indicated in the RFP.

Should you have any questions as you review the proposal, please do not hesitate to reach out to either one of us by phone or email. Dan Schaefer can be reached directly at 920.287.0829, on his cell phone at 262.305.2509, or via email at dschaefer@sehinc.com. Mike Court can be reached directly at 414.949.8905, on his cell phone at 414.322.9400, or via email at mcourt@sehinc.com.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Dan Schaefer, PE
Client Service Manager
(Lic. CO, NC, WI)



Mike Court, PE
Project Manager
(Lic. WI, TN)

DLS

Attachments:

Attachment 1 – Engineering Proposal for 42–in. Interceptor Sewer Evaluation

Attachment 2 – Sample Project Experience

c: Dave Piquett, City of Hartford

Bill Lueck, SEH

File

Attachment 1

City of Hartford

42" Main Interceptor Evaluation

Level of Effort & Project Cost Estimate

Task	Labor Hours						Total labor
	Project Manager	Client Service Manager	Senior Engineer	Staff Engineer	GIS Analyst	Administrative	
Project Management, QA/QC, Project Meetings							
1.0 Project Management and QA/QC	2		2			2	\$1,105
2.0 Meetings (3)	4	4	2	6			\$2,572
Evaluation & Summary Report							
3.0 Data Collection & Review			2	4			\$864
4.0 Alternative Development & Analysis			4	16	4		\$2,880
5.0 Draft Report			2	16	4	2	\$2,591
6.0 Final Report			2	2		2	\$872
Labor Hours Subtotal	6	4	14	44	8	6	\$10,885

Optional Services	Labor Hours Subtotal	Total
	0	0
Labor Hours Subtotal	0	0

\$0

Labor Hours Total	Total
6	6

\$10,885

Project Reimbursable Expenses

1. Travel and Reproductions \$195

Total Reimbursable Expenses \$195

Total Project Costs \$11,080

Attachment 2 – Example Projects

Hermantown Interceptor Rehabilitation

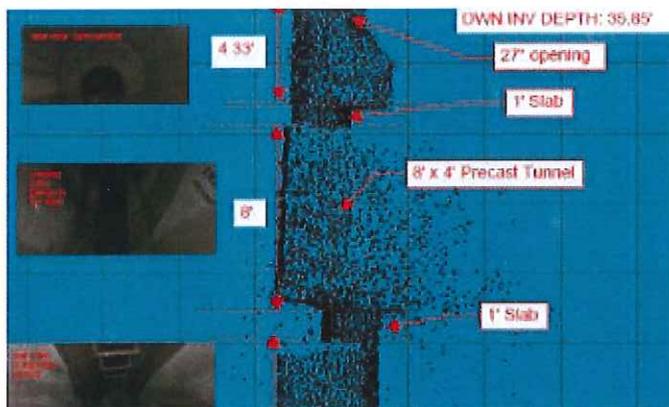
Western Lake Superior Sanitary District – Duluth, MN



SEH conducted a condition assessment of the Lakeside and Hermantown Interceptor's and recommended improvements. SEH then designed rehabilitation of 4,000 ft. of the Lakeside and Hermantown Interceptor's ranging in size from 15 to 36 in. in diameter. SEH bid the project to allow the contractor to use either conventional water cure or UV cure for CIPP liner installation. An additional 2,000 ft. of the Hermantown Interceptor is being designed for open-cut and trenchless replacement along a new alignment.

Interceptor Rehabilitation

Metropolitan Council Environmental Services – Maple Grove, MN



SEH designed a CIPP lining of an existing 42-in. RCP interceptor using UV cure and manhole rehabilitation using fiberglass inserts. Our manhole scanner was used to document shape, depth and condition of the existing manholes for rehabilitation. Unknown to the client, MnDOT had installed access tunnels to the manholes that were discovered during manhole scanning. The project is presently in construction.

January 28, 2020

Mr. Jason W. Schall, P. E.
City Engineer
City of Hartford
109 North Main Street
Hartford, WI 53027-1591

RE: Interceptor Sewer Evaluation

Dear Mr. Schall:

The City of Hartford has a unique challenge ahead in evaluating the 1,800 feet of interceptor sewer west of Thiel Street. This is a critical section of sewer as it conveys sanitary sewerage from the entire City to the Water Pollution Control Facility. We believe that this evaluation is the proper step before considering the alternatives of lining or relocating the interceptor.

It is our understanding that at least a portion of this sewer segment has not been televised due to not having access to manholes because of filling above the interceptor. If this is the case, we strongly urge the City to televise the *entire* segment. It will be very risky to assume that the condition of the un-televised section is like the condition of the televised section. In order to line this section of sewer, the access issues must be addressed. We recommend a two-phase approach for this evaluation.

In the first phase, we understand that the City will be making repairs to the manholes in order to be allow access and completely televise all sections prior to beginning this evaluation. We feel the results of the evaluation are likely to indicate that the interceptor should be lined and not relayed. Therefore, this extra work and expense to gain access to the manholes should benefit the City for the long-term. Ruekert & Mielke, Inc, (R/M) will assist the City in assessing the alternatives for correcting the buried manhole and correcting or adjusting the others. These alternatives will include consideration for long-term access for inspection and maintenance. Before this is complete, R/M will compare the amount of fill over the interceptor sewer with standard pipe tables for bury depth. R/M will not enter the manholes to evaluate the sewer or take pipe cores. The scope of work in this phase includes items 1 and 2 from the January 21, 2020 Request for Proposal letter. The R/M work for this section does not include detailed design, public bidding, or construction services for correcting the manholes to allow access or for coordinating the sewer manhole repairs, adjustments or sewer televising. We would be happy to coordinate with the City, if you are interested in these services.

An alternative for the first phase would be for the City to temporarily excavate around the manholes and remove the stacked vertical pipe sections to allow access for televising. This would save the upfront cost of the manhole work.

The second phase of the evaluation will start after we have all televising records. We understand that this will include the televising of the sewer that the City plans to do in the immediate future. We will evaluate the televising reports to review the condition of the interceptor to make recommendations relating to the suitability of interceptor lining. We feel that the real question with this sewer is not whether it is structurally stable, but whether it can be lined. CIPP liners are designed to be structurally stable regardless of the condition of the host pipe.

In order to better understand the sewer and make sound judgements relating to the lining or relocation question, we request that the City provide the following information during our analysis if available:

1. As-built or design plans and specifications for the interceptor sewer.

Mr. Jason W. Schall, P. E.
City of Hartford
January 28, 2020
Page 2

2. Recent sewer televising reports and video for all segments of the sewer in question.
3. Development plans of the properties in question.
4. Data or an understanding of the current and full build-out flows versus the interceptor sewer capacity.
5. Any available data regarding wetlands, floodplain, ground water and geotechnical data including any known contaminated soils in the area.

Armed with this information, we will then develop the options and opinions as identified in the request for proposals and develop a recommendation and report. This phase of work will include items 3 through 6 from the January 21, 2020 Request for Proposal letter. We will plan on attending up to 3 meetings as requested.

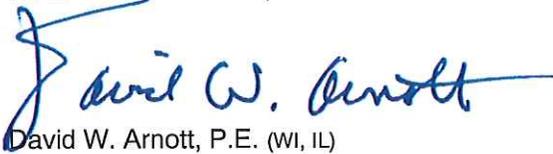
We propose to perform the above scope of services for a Lump Sum Fee of \$6,125. We are prepared to complete this evaluation by April 30, 2020 as identified in the Request for Proposals assuming that we are provided with the complete televising reports and items listed above no later than March 23, 2020.

The above described professional services will be provided to you in accordance with the attached two page **RM Standard Terms & Conditions (Engineering)** dated June 17, 2014, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning one fully executed copy to our office.

If you have any questions, please feel free to contact me.

Respectfully,

RUEKERT & MIELKE, INC.



David W. Arnott, P.E. (WI, IL)
Team Leader/Senior Project Manager
darnott@ruekert-mielke.com

DWA:sjs
Enclosure(s)

Mr. Jason W. Schall, P. E.
City of Hartford
January 28, 2020
Page 3

CLIENT NAME:

City of Hartford

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Date: _____

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

ENGINEER:

Ruekert & Mielke, Inc

By:  _____
Steven C. Wurster, P.E.

Title: Senior Vice President/COO

Date: January 28, 2020

Designated Representative:

Name: David W. Arnott, P.E.

Title: Team Leader/Senior Project Manager

Phone Number: (262) 542-5733

A. Standards of Performance

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Authorized Representative

With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and duties and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

C. Payments to Engineer

Invoices will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to Owner by Engineer monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice therefore, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

D. Ownership and Reuse of Documents

All documents prepared or furnished by Engineer pursuant to this Agreement are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Engineer grants Owner a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the documents. Such limited license shall not create any rights in third parties. Reuse of any documents pertaining to this Agreement by Owner shall be at Owner's sole risk; and Owner agrees to indemnify, defend, and hold Engineer harmless from all claims, damages, and expenses including reasonable attorney's fees arising out of such reuse of documents by Owner or by others acting through Owner.

E. Construction Review

Engineer will observe the work as agreed to for general compliance with the construction documents. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any contractor. Engineer has no stop work authority.

F. Environmental

Engineer assumes no liability for the detection or removal of any hazardous substances found at or adjacent to the Project site.

G. Owner Provided Information

Engineer shall have the right to rely on the accuracy of any information provided by Owner. Engineer will not review this information for accuracy.

H. Permits and Approvals

It is the responsibility of the Owner to obtain all necessary permits and approvals for the Project. Engineer will assist the Owner in obtaining permits and approvals as mutually agreed to in writing.

I. Access

Owner shall arrange for safe access to and make all provisions for Engineer and Engineer's consultants to enter upon public and private property as required for Engineer to perform services under this Agreement.

J. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, or any of them to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed the total amount of \$2,000,000.

K. Insurance

Engineer will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

L. Termination of Contract

Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Owner may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Owner with 30 days written notice. In the event of suspension or cancellation for convenience by Owner, Owner shall pay to Engineer all amounts owing to Engineer under this Agreement, for all work performed up to the effective date of notice.

M. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Engineer or Engineer's officers, directors, partners, employees, and consultants in the performance of Engineer's services under this Agreement.

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

3. To the fullest extent permitted by law, Engineer's total liability to Owner and anyone claiming by, through, or under Owner for any injuries, losses, damages and expenses caused in part by the negligence of Engineer and in part by the negligence of Owner or any other negligent entity or individual, shall not exceed the percentage share that Engineer's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

4. The indemnification provision of paragraph M.1. is subject to and limited by the provisions agreed to by Owner and Engineer in paragraph J. "Limit of Liability," of this Agreement.

N. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or the Engineer. Engineer's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any claim against Engineer because of this Agreement or the performance or nonperformance of services hereunder. Owner agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this paragraph.

O. Force Majure

Engineer shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond Engineer's reasonable control.

P. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Q. Dispute Resolution

Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation.

R. Public Records

Engineer agrees to comply with the requirements of Wisconsin Statutes Sections 19.32 to 19.39 and Sections 19.81 to 19.98 – Wisconsin Public Records Law and Open Meetings Law.

END OF DOCUMENT