

**City of Portage**  
**Finance/Administration Committee Meeting**  
**(This meeting will constitute a meeting of the Community Development Block**  
**Grant Committee as a quorum of members will be present; but no business of**  
**this committee will be taken up.)**

**Monday, January 6, 2014, 6:00 p.m.**  
**City Municipal Building, 115 West Pleasant Street**  
**Conference Room One**

**Agenda**

Members: Rick Dodd, Chairperson; Jeff Garetson, Martin Havlovic, Doug Klapper, Rita Maass

1. Roll call
2. Approval of minutes from December 9, 2013
3. Review and possible recommendation on 2014 Agreement with Columbia County for Hazardous Materials Response Services.
4. Review and possible recommendation on Propose Amendment to Contract with McMahon Associates for Design Services on the WWTP Digester Project
5. Adjournment

Rick Dodd, Chairperson

**City of Portage  
Finance/Administration Committee Meeting  
Monday, December 09, 2013, 6:00 p.m.  
City Municipal Building, 115 West Pleasant Street  
Conference Room One  
Minutes**

Present: Rick Dodd, Chairperson; Jeff Garetson, Martin Havlovic, Doug Klapper, Rita Maass

Also Present: Bill Welsh, Cable TV; Craig Sauer, Daily Register; City Administrator Shawn Murphy; Finance Director Jean Mohr

**1. Roll call**

The meeting was called to order by Rick Dodd at 6:00 p.m.

**2. Approval of minutes from November 11, 2013**

Motion by Maass, second by Klapper to approve the minutes from November 11, 2013. Motion carried 5-0 by a call of roll.

**3. Discussion and possible recommendation on claims**

Motion by Maass, second by Havlovic to approve claims in the amount of \$1,071,360.93. Motion carried 5-0 on a call of roll.

**4. Discussion and possible action on pre-approval of payment of year-end claims**

Motion by Maass to approve the pre-approval of payment of year-end claims subject to review after the first of the year; second by Garetson. Motion passed on a 5-0 roll call.

**5. Review and possible recommendation on bids received for Solid Waste Collection/Disposal**

Administrator Murphy presented the bids stating that administration is recommending the bid from Columbia County for garbage and recycling collection and disposal. The bid includes the city providing recycling carts in the spring of 2014 which was approved as part of the 2014 capital budget.

Motion by Klapper to recommend the bid from Columbia County for Solid Waste Collection/Disposal, second by Maass. Motion carried 5-0 on call of roll.

**6. Review and possible recommendation on Agreement for the Establishment and Operation of the Wisconsin River Municipal Discharger Group**

Administrator Murphy presented the above Agreement stating that it would be in the best interest of the city to join the group in order to have input on the impact the Wisconsin River TMDL study will have on communities. If the city joins prior to the end of 2013 they will be involved in the initial startup and budgeting of the group. The maximum obligation is \$5,000 per year for six years. This would be an expense to the Sewer Utility.

Motion by Maass to recommend the Agreement for the Establishment and Operation of the Wisconsin River Municipal Discharger Group authorizing the Mayor and City Clerk to sign the Agreement and for the Mayor to appoint a representative, second by Havlovic. Motion carried 5-0 on call of roll.

**7. Discussion and possible recommendation on 2013 Budget Encumbrances**

Administrator Murphy reviewed the list of proposed 2013 Budget Encumbrances, in the amount of \$13,120, noting the changes from the list presented at the November 11<sup>th</sup> meeting.

Motion by Maass to recommend the 2013 Budget Encumbrances in the amount of \$13,120 per the list presented, second by Klapper. Motion carried 5-0 on call of roll.

**8. Discussion and possible recommendation on Insurance Claim for Damage from Mallory Waters, 708 Pleasant St**

Administrator Murphy presented the claim and stated that the city's insurance company recommends denial of the claim in that the city was not negligent or liable for the tree branch that fell on the vehicle.

Motion by Maass to deny the claim based on the recommendation of insurance company, second by Klapper. Motion carried 5-0 on call of roll.

**9. Adjournment**

Motion by Garetson, second by Havlovic, to adjourn. Motion carried unanimously on a call of roll at 6:34 p.m.

Jean Mohr  
Finance Director

**2014**

**Columbia County**

**Agreement for**

**HAZ-MAT**

**Response Services**

# HAZ-MAT AGREEMENT

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## **COLUMBIA COUNTY AGREEMENT FOR HAZ-MAT RESPONSE SERVICES**

Pursuant to the Local Emergency Planning Committee (hereinafter "LEPC") Plan mandated in Section 323.60, Wis. Stats., the general emergency response requirements in Section 323.14, Wis. Stats., and in consideration of the mutual covenants hereinafter set forth, the County of Columbia, a municipal corporation (hereinafter referred to as the "County") the City of Portage, a municipal corporation (hereinafter referred to as the "City"), and all other municipal corporations within Columbia County which become signatories to this Agreement, (hereinafter referred to as the "Local Units") hereby agree as follows:

### **WITNESSETH:**

**WHEREAS**, the COUNTY, whose address is Columbia County Clerk, 400 DeWitt Street, Portage, Wisconsin 53901, desires to provide fiscal resources for intergovernmental cooperation, pursuant to the LEPC Plan, in order to enhance the regional use of the Portage HAZ-MAT Response Team by the fire districts of Columbia County, and

**WHEREAS**, the LOCAL UNITS will be reimbursing the County certain costs as part of this Agreement to be eligible for HAZ-MAT response services; and

**WHEREAS**, the CITY, whose address is City of Portage Clerk, 115 West Pleasant Street, Portage, Wisconsin 53901, is able and willing to provide such HAZ-MAT response services in accordance with the LEPC Plan and the Pact (attached hereto) upon the request of a member fire district;

**NOW, THEREFORE**, in consideration of the above premises and mutual covenants of the parties hereinafter set forth, including the attached Columbia County Fire Departments' Mutual Aid Pact Agreements, the receipt and sufficiency of which is acknowledged by each party for itself, the COUNTY, the CITY and the LOCAL UNITS do agree as follows:

## SECTION 1: DEFINITIONS

1.01: "Assisted Community" means a Local Unit, which has requested the HAZ-MAT Response Team to help with an incident and respond to a location within that municipality's geographic boundaries.

1.02: "Contractor" means an assisted community or its agents, which specifically includes the municipality's fire department or fire department for that municipality's fire district, the municipality's police force or constable, public works employees, other municipal employees, and volunteer workers authorized to assist the fire department and emergency response services.

1.03: "Emergency Response" means activities associated with fire, medical and police, limited initial emergency services and consultation to Fire Districts, which are signatories to the Pact, to protect health, environment, and property from a hazardous substance discharge, which occurs in Columbia County.

1.04: "Hazardous Substance Discharge" means the discharge, release or spill of an extremely hazardous substance included in the list published by the administrator of the U.S. Environmental Protection Agency under 42 U.S.C. 11002 (a)(2) or a hazardous substance as defined under 42 U.S.C. 9601(14) or designated by the administrator of the U.S. Environmental Protection Agency under 42 U.S.C. 9602(a) and in conformity with section 323.60, Wis. Stats., including flammable liquids.

1.05: "Hazardous Substance Incident Response" means the activities undertaken by and authorized by the Emergency Management Director to request of Columbia County Fire Districts for the HAZ-MAT Team to provide adequate emergency response to a hazardous substance discharge.

1.06: Columbia County "HAZ-MAT Response Team" means City of Portage personnel: who have been certified by Portage Fire Department and State of Wisconsin or the National Fire Academy as having successfully completed technician level training; who have the proper knowledge and equipment to perform confinement, initial containment, rescue and control at a HAZ-MAT incident; who can enter a hazardous materials atmosphere in level A protective clothing as defined in 29 CFR Part 1910.120.

1.07: "Level I Response" has the meaning identified in Schedule "A" attached to this agreement.

1.08: "Level II and III Response" has the meaning identified in Schedule "A" attached to the agreement.

1.09: "Level A Release" has the meaning as given in section 323.02(11), Wis. Stats.

1.10: "Level B Release" has the meaning as given in section 323.02(12), Wis. Stats.

1.11: "Local Unit" means a municipal governmental partially or totally located within Columbia County which is a party to this Agreement and whose fire department serving the fire district within which said municipality is located is presently a party to the Columbia County Fire Departments' Mutual Aid Pact.

1.12: "Regional HAZ-MAT Emergency Response Team" means a state designated team contractually bound to provide Level A Release response services to a designated geographic region of the State of Wisconsin pursuant to section 323.70, Wis. Stats.

## **SECTION 2: PURPOSE**

2.01: It is the intended purpose of the parties to:

- A. Comply with the goals of the LEPC Plan for HAZ-MAT emergency response capability through the County and Local Units' financial assistance to the City in order to enable the City to provide HAZ-MAT Team services to participating Fire Districts throughout Columbia County. Such services shall be for emergency response to Level B hazardous substance discharges.
- B. Comply with the requirements of the LEPC Plan for HAZ-MAT emergency response information, training and emergency planning.
- C. Recognize the responsibility of Local Units to participate in training programs and provide support services to assist the HAZ-MAT Response Team.
- D. Upon designation of Portage's HAZ-MAT Response Team as the Columbia County HAZ-MAT Response Team for a designated geographic region, which includes the County of Columbia, pursuant to section 323.70, Wis. Stats., this Agreement shall not address incidents involving Level A Releases and shall exclusively control incidents addressing Level B Releases within Columbia County. The Portage HAZ-MAT Response Team shall serve as the county emergency response team providing assistance upon request to a Level B Release that occurs within Columbia County within the geographic territory of any Local Unit as provided herein.

2.02: However, the parties expressly recognize and attest by this Agreement that neither party intends to create or to assume fiduciary responsibilities to provide for the containment, cleanup, repair, restoration and investigation of the environment (air, land and water) in a Hazardous Substance Incident, which named responsibilities are and shall remain the sole obligations of the Wisconsin Department of Natural Resources under Sections 144.76 and 323.60 (4), Wis. Stats., and as defined in Columbia County Substance Release Code 6.11.

**SECTION 3: TERM**

3.01: The term of this agreement shall be annual and shall be automatically renewable on the 1<sup>st</sup> day of January of each year, unless otherwise agreed in writing by the parties as specified in sections, 7.03 and 7.04 of this Agreement.

3.02: Annual Meeting. Representatives of the County, to include two members of the Executive Committee, the Chairman of the LEPC, and the Emergency Management Division, City Fire Chief or his designee, Administrative Services Coordinator, and the City of Portage Mayor or his designee will meet annually prior to June 1<sup>st</sup> of each year to evaluate the County HAZ-MAT Team.

**SECTION 4: DUTIES OF THE COUNTY**

4.01: Emergency Response Funding

- A. HAZ-MAT Fund. For each calendar year during the term of this Agreement, the County shall provide the City an amount equal of 1/3 of the HAZ-MAT Team’s annual operations and materials budget based on recordable costs for providing services under this agreement from the previous year, not to exceed the sum of \$10,000 annually through a grant for HAZ-MAT team operation from Wisconsin Emergency Management (WEM), within 60 days of receipt of an invoice.
  
- B. Vehicle Replacement. The county is to contribute \$8,725/annum to offset scheduled replacement of HAZ-MAT vehicle. This percentage is based upon the cubic feet of the truck used for HAZ-MAT duties. The County will contribute an additional \$1500.00 annually as a maintenance and upkeep contribution for the HAZ-MAT vehicle. The vehicle is to remain in control and ownership of the City of Portage.
  
- C. Grant Fund Offset. Grant funds received by the City from the County’s LEPC as the County designated HAZ-MAT team may be used to offset the above County contributions. Use of grant funds received by the City as offset to be used without restriction to the City, other than those restrictions provided with the grant.
  
- D. Failure to Fund. The failure of the Columbia County Board of Supervisors to appropriate sufficient funds for any year included in the term of this Agreement to carry out the County’s obligations to the City may terminate this Agreement when funds owed to the City become due, effective sixty (60) days after notice of said termination by the City. Local Units may contribute funds to satisfy this obligation.
  
- E. Training Cost:     \$2000.00

4.02: Emergency Response Planning: In accordance with Superfund Amendments and Reauthorization Act (SARA) of 1986 (PL 99-499) emergency planning and community right-to-know requirements, the County shall continue to carry out the following responsibilities related to hazardous substance emergency planning in conjunction with the City's cooperation, as provided in the LEPC Plan.

- A. Providing information to facilities related to SARA requirements.
- B. Organizing and presenting programs on the SARA requirement and how to complete forms, and developing of contingency plans.
- C. Reviewing facility on-site plans and touring facilities.
- D. Preparing off-site facility emergency plans.
- E. Organizing outreach programs to advise communities about emergency plans and actions they should take in the event of a hazardous materials incident;
- F. Coordinating access to hazardous materials information and plans with the Columbia County Public Safety Communications Center.
- G. Providing public information / access to SARA reports.
- H. Review requests for reimbursements to local agencies for expenses incurred in response to hazardous substance discharges in conformity with section 323.71(5)), Wis. Stats.

4.03: Emergency Response to Hazardous Substance Incidents. In the event the City's resources are determined by the Fire Chief, or his designee, to be inadequate to safely and effectively respond to a request for HAZ-MAT response service, the County shall be responsible to provide additional resources in accordance with the LEPC Plan.

## **SECTION 5: DUTIES OF THE CITY**

### **5.01: Emergency Response to Hazardous Substance Incidents**

- A. Upon request of the Emergency Management Director or a local Incident Commander, whose fire district through its respective Local Unit(s) has executed this Agreement, the City shall provide emergency response to an assisted community for a Level II or III hazardous substance discharge incident.

- B. The City will respond to Level B releases only as defined under subsections 323.02(11) and 323.02(12), Wis. Stats. Upon designation as the County HAZ-MAT Emergency Response Team for a designated geographic region, which includes the County of Columbia only, this agreement shall be controlling to require the City to respond to Level B releases in Columbia County to Local Units requesting assistance.
- C. The City shall provide necessary backups to ensure response capability to Level II and III releases within the County unless emergency conditions within the regular service area of the Portage Fire Department preclude said backup response capability.
- D. In the event the City for any reason, is unable to secure an adequately staffed team to respond to a hazardous discharge incident pursuant to this section, this shall not constitute a breach of this agreement and further, the County shall seek a HAZ-MAT team through mutual aid.

5.02: The City will also permit public safety responders from agencies outside the City to attend hazardous substance first responder training developed by the City.

5.03: Emergency Planning Assistance. The City will assist the County in the emergency planning for facilities in the City by:

- A. Providing fire inspection information to the County to assist in identifying facilities required to report under SARA;
- B. Assisting the Columbia County Local Emergency Planning Committee in organizing and presenting programs for facilities and in neighborhood outreach efforts;
- C. Providing public information / access to SARA reports.

5.04: Personnel. The City agrees to secure all personnel necessary to competently carry out its obligations under this Agreement subject to the conditions set for in section 5.01, and provide any employee benefits, insurance coverage, and workers compensation coverage as required by law.

## **SECTION 6: DUTIES OF LOCAL UNITS**

6.01: Support Services.

- A. Each assisted community shall be responsible to contract for and pay for additional support services to facilitate any requested response involving the HAZ-MAT Response Team. Support Services may include but are not limited to

backhoes, bulldozers, trucks, law enforcement and traffic control, emergency medical services etc.

- B. Each assisted community or its contractors providing support services, who either directly or by its lawfully designated agents requests HAZ-MAT Response Team assistance to any specific incident, shall hereby be required to indemnify and hold harmless the City of Portage for all claims exceeding or not within applicable City insurance policy coverage limits which are not attributable to the HAZ-MAT Response Team's own negligence and to provide comprehensive general liability and automobile liability in the amount of \$3,000,000 combined single limits. In addition, the assisted community and its contractors shall waive any and all claims they may assert against the City arising out of work performed by the HAZ-MAT Response Team at the emergency site except claims involving the City's own negligent acts. Certificate of insurance required.
- C. Failure of the assisted community to provide reasonable, necessary support services shall cause the HAZ-MAT Response Team to be indemnified by Local Unit which requested assistance against all claims exceeding or not within applicable City insurance policy coverage limits arising from that incident.

6.02: Funding. Each assisted community will contribute a pro rata share to reimburse the county for its total county expenditures for hazard services other than grant money.

- A. Columbia County will act as an intermediary between the City of Portage and towns, villages, and cities, which contract for HAZ-MAT services.
- B. Each individual municipality will need to include its share of the HAZ-MAT cost as part of its budget (see Schedule "B"). This cost will not be part of the Columbia County budget.
- C. Columbia County will allocate a total net budget.
  - (a) Allocation will be based on equalized valuation of participating municipalities.
  - (b) Allocation will be completed and billed out in January, after individual contracts have been signed.
- D. The City of Portage will be reimbursed by Columbia County after municipalities have paid the County, or in accordance with Sec. 4.01(A).

## **SECTION 7: MISCELLANEOUS**

7.01: Losses and Claims:

- A. Pursuant to sec. 895.483(2) Wis. Stats., a county emergency response team and a member of such a team are immune from civil liability for acts or omissions related to carrying out responsibilities pursuant to a designation under 323.61(2m)(e)
- (a) Losses or claims involving personal injury or property damage related to the HAZ-MAT Response Team not attributed to the Team's own negligence exceeding insurance policy limits shall be the responsibility of the assisted community on whose behalf the Team responded as between those two parties.
  - (b) The City will cooperate with the assisted community in seeking reimbursement pursuant to Section 323.71, Wis. Stats., however, the obligations of the municipality or town to pay the City of Portage its expenses and costs shall be an independent obligation and not dependent upon recovery of expenses from responsible parties by the assisted community.

The assisted community will reimburse the City within sixty (60) days of invoice the cost of all material used.

The Fire District and the community requesting HAZ-MAT response (i.e., the assisted community) shall be legally responsible and shall hold harmless the County and City, their employees, officers, officials and agents from third-party actions arising out of performing duty at the scene of a HAZ-MAT incident, unless the claim arises from the HAZ-MAT Response Team's own negligence or the negligence of other City actors. This provision shall not affect any insurance policy coverage provided for these HAZ-MAT response incidents.

- B. Wis. Stats. 895.48(2) Any person is immune from civil liability for his good faith acts or omissions related to assistance or advice, which the person provides

relating to an emergency or a potential emergency regarding either of the following:

- (a) Mitigating or attempting to mitigate the effects of an actual or threatened discharge of a hazardous substance.
- (b) Preventing or cleaning up or attempting to prevent or clean up an actual or threatened discharge of a hazardous substance.
- (c) Any hazardous substances predictor or any person who provides the technology to enable hazardous substance predictions to be made is immune from civil liability for his or her good faith acts or omissions in making that prediction or providing that technology.

- C. **Response Costs Reimbursement.** Columbia County Emergency Management has been designated as the reviewing entity for reimbursements to local agencies for expenses incurred in response to discharges of hazardous substances, as allowed under section 323.71(4), Wis. Stats.. Local agencies seeking reimbursement from a responsible party shall follow Reimbursement Procedures provided by the Columbia County Hazardous Materials Emergency Plan. Local agencies have responsibility to ensure City is paid.
- D. **Insurance Policy.** In order to facilitate the provision of HAZ-MAT emergency response services by the City of Portage to the signatories of this Agreement the City agrees to carry adequate liability protection for the HAZ-MAT Response Team.

7.02: Assignment. None of the parties shall assign or transfer any interest or obligation in this Agreement, whether by assignment or notation, without the prior written consent of all other parties.

7.03: Termination. In the event the County, City or any other indispensable party shall fail to fulfill in timely and proper manner its obligations under this Agreement, the non-breaching parties shall thereupon have the right to terminate this Agreement as to said breaching party by giving a thirty (30) day written notice to the breaching party of such termination and specifying the claimed breach and effective date of termination. The Agreement shall terminate on the specified date of termination at the end of the thirty (30) days notice period as to said party, if the breaching party has not rectified and remedied the purported breach to the satisfaction of the party that gave notice of the breach. Any party may withdraw from this Agreement by giving written notice to all other parties at least thirty (30) days prior to the January 1<sup>st</sup> annual renewal date stating that party's intent to withdraw

from this Agreement. Because the City of Portage is an indispensable party to this Agreement, if the City of Portage withdraws from this Agreement, unless another party is available and willing to provide reasonable, adequate HAZ-MAT emergency response services, this Agreement shall terminate upon the City of Portage's withdrawal. There shall be no other termination or cancellation of this Agreement during its term without prior written consent of the parties.

7.04: Notices, Records, Invoices, Billings, and Reports.

A. All notices required to be sent by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, with sufficient first class postage attached and addressed as follows, which shall be directly sent to the persons stipulated herein:

- (a) for the City:  
Portage City Clerk  
115 West Pleasant Street  
Portage, Wisconsin 53901

- (b) for the County:  
Columbia County Clerk  
400 DeWitt Street  
Portage, Wisconsin 53901
- (c) for Local Units:  
Office of the City, Village, or Town  
Clerk as provided by the Columbia  
County Clerk

B. It shall be the duty of a party changing its address to notify other parties in writing within a reasonable time.

7.05: No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder on the part of the City or County shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. A waiver of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

7.06: Construction of Agreement.

- A. This Agreement is intended to be solely between the parties hereto. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- B. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.
- C. The entire Agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. Any modification by any party to the terms or conditions of this Agreement shall be construed to be a rejection of this Agreement by said party.
- D. There shall be no legally effective Amendment to this Agreement, unless the proposed Amendment is provided as an Addendum, which is approved and executed by all parties who are signatories to this HAZ-MAT Services Agreement.

7.07: Acceptance of Agreement By Local Units. Local Units shall be sent copies of this Agreement executed by the City of Portage and Columbia County bearing the appropriate

signatures. Local Units shall thereupon accept this Agreement by transmitting copies of said Agreement with original signatures from Local Units to both the Clerks of Columbia County and the City of Portage at the addresses provided herein above. Acceptance of this Agreement shall arise upon receipt by certified mail of a copy of this Agreement by the Clerks of Columbia County and City Portage.

There shall be two master copies of the original of this Agreement, individual copies to be maintained in the Offices of the Clerks of the City of Portage and the County of Columbia. The original signature page from a Local Unit transmitting acceptance of this Agreement to the City and the County shall be removed from said copy of the Agreement and attached to the master copy of the Agreement and thereby integrated into the HAZ-MAT Services Agreement.

7.08: Affirmative Action.

A. During the term of this Agreement, the CITY agrees, in accordance with Wisconsin Statutes section 111.321 and Chapter 7 of the Columbia County Code of Ordinance (hereinafter referred to as "Chapter 7"), not to discriminate against any person, whether an applicant for or recipient of services, an employee or an applicant for employment, on the basis of race, religion (except as permitted under section 111.337, Wis. Stats.), marital status (except as permitted under section 111.345, Wis. Stats.), physical appearance, development disability as defined in section 51.01(5), Wis. Stats., ancestry, arrest record or conviction record (except as permitted under section 111.335, Wis. Stats.), or membership in the National Guard State Defense Force or any reserve component of the military forces of the United States or this State. This provision shall be applied but not limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or any other form of compensation. The CITY further agrees to take affirmative action to ensure equal employment opportunities. The CITY agrees to post in a conspicuous place available for employees and applicants for employment, notices setting forth the provisions of this agreement as they relate to affirmative action and non-discrimination.

By execution of the foregoing agreement Columbia County and the City of Portage acknowledge and incorporate the addenda contracts of the cities, towns, and villages in Columbia County, which are contractual parties to the City / County Hazmat agreement and are listed on Schedule B.

IN WITNESS WHEREOF, the parties have executed this Agreement and its Schedules as the day and date set forth above by their duly authorized officers.

**COUNTY OF COLUMBIA**

By: \_\_\_\_\_  
County Board Chairman

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
County Clerk

**CITY OF PORTAGE**

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

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
City Clerk

**SCHEDULE "A"**  
**PORTAGE FIRE DEPARTMENT HAZ-MAT RESPONSE PROCEDURE**  
**FOR COLUMBIA COUNTY**

**LEVEL I RESPONSE**

Minor Incidents including:

- A. Car leaking gasoline
- B. Electrical problems and wires down
- C. Gas odor in residence
- E. Incidents where flammable liquid can be cleaned up

A. Portage Fire Department (PFD not notified)

**LEVEL II AND III RESPONSE**

A. Local Incident Commander may request PFD HAZ-MAT response using following guidelines

- 1. Incidents beyond Level I.
- 2. Chemical or flammable leaks or spills.
- 3. Fires involving hazardous materials.
- 4. Abandoned containers or spills that are suspected to be hazardous materials or waste.
- 5. Incidents that threaten human life or environment.

A. Dispatch Procedure for Any Response: "911"  
(Columbia County Emergency Telephone Network)

Dispatch:

- 1. Notify Shift Commander.
- 2. Portage Fire HAZ-MAT Response team.
- 3. Notify Columbia County Emergency Management Duty Officer of the incident.
- 4. Department of Natural Resources.

PORTAGE FIRE DEPARTMENT  
HAZARDOUS MATERIAL RESPONSE TEAM (HMRT) PROCEDURES

Upon arrival at scene, HMRT Leader will confer with Local Incident Commander. The HMRT Leader will then determine what actions his/her personnel will take and if more personnel are needed at the scene. The HMRT personnel will operate according to established Portage Fire Department procedures, under the direct supervision of the HMRT Leader. The City's Responding Chief Officer will act as liaison between HMRT Leader and Local Incident Commander. If there is a disagreement between HMRT Leader and Local Incident Commander on action to be taken, the Responding Chief Officer may cease Portage HMRT operations if potential safety hazard to HMRT personnel exists. In other cases, HMRT Unit will remain at scene until it is agreed between HMRT Leader and Local Incident Commander, that Portage Fire Department services are no longer needed.

# Proposal Agreement For Professional Engineering Services

## Wastewater Digester Mixing Design & Bidding Services

Prepared For The

**CITY OF PORTAGE**  
COLUMBIA COUNTY, WISCONSIN

Prepared By  
**McMAHON**

REVISED: DECEMBER 19, 2013

REVISED: NOVEMBER 21, 2013

ORIGINAL: JULY 17, 2013

McM. No. M0032-930001.00

Based upon our understanding of the project and the Scope Of Services provided in the Request For Proposals (RFP), McMAHON offers the following revised Scope of Services for Design and Bidding Phase Services for the City of Portage Wastewater Digester Mixing project.

We intend to perform this project as a Team with the City of Portage staff. No one understands the operation and complexity of the Wastewater Treatment Facility better than the Plant Staff themselves. Their input will be critical for a successful project. Our Team understands this, and will work closely with Plant Staff to ensure the needs of the City of Portage are adequately met.

### 1. Revised Scope Of Services

#### 1.1 Design Phase Services

- Participate in a project Kick-Off Meeting with the City to review the following:
  - ▶ Project Scope, Schedule and deliverables.
  - ▶ Pumped recirculation mixing equipment and building spaces.
  - ▶ Conduct field measurements of the existing affected facilities.
  - ▶ Develop communication protocol with the City.
- Evaluate the Digester Building space to determine whether the affected spaces require Heating, Ventilation and Air Conditioning (HVAC), structural, or electrical modifications according to NFPA 820 standards. Prepare Memorandum summarizing findings, and submit to the City.

REVISED December 19, 2013 | Proposal Agreement For Professional Engineering Services

## 1. Revised Scope Of Services (continued)

### 1.1 Design Phase Services (continued)

- Provide preliminary layout drawings of the new Digester Mixing System, and review with the City.
- Specify project staging, including emptying, land applying and cleaning the East Digester, along with transferring the contents of the West Digester to the East Digester and cleaning the West Digester.
- Prepare a brief Engineering Report presenting the Digester Mixing Plan. Submit a Draft Report to the City for review, and attend one meeting. Incorporate the City's comments, as appropriate, and submit a Final Report to the City of Wisconsin Department Of Natural Resources (DNR). Three 'hard' copies and one electronic document file (.pdf) of both the Draft and Final Report will be provided.
- Prepare Bidding Documents using Engineers Joint Contract Documents Committee (EJCDC) C-700 - *Standard General Conditions Of The Construction Contract, 2007 Edition*, including developing a suggested construction sequence, Technical Specifications and Drawings for the recommended digester mixing facilities.
- Submit preliminary Bidding Documents to the City for review and input.
- Prepare a Pre-Bid Opinion Of Probable Construction Cost for the project, and submit to the City.
- Meet with the City to review the Draft Bidding Documents, incorporate review comments, as appropriate, and submit two copies of the Final Bidding Documents to the City.
- Submit Drawings and Specifications to the DNR for approval.
- Respond to DNR comments on the Engineering Report and Bidding Documents, and provide input on the DNR's project notice, as needed.

#### 1.1.1. Additional Scope Items:

The Digester Mixing Project will include the following additional items to be included in the Plans and Specifications:

- ▶ Replacement of existing belt press feed pumps with new pumps.
- ▶ Construction of a new Electrical Room within the Digester Control Room to house the Motor Control Center (MCC), switchgear and controls.
- ▶ Installation of a new MCC to replace the existing MCC.
- ▶ Relocation or installation of a new electrical panelboard, transformers, and other electrical equipment on the interior block wall adjacent to the existing MCC.
- ▶ Demolition of the existing HVAC equipment for the Digester Building, and installation of new HVAC equipment. New equipment will be designed to provide 12 air changes per hour in the Digester Control Room.
- ▶ Provide new gas detection equipment in the Digester Control Room.
- ▶ Replace ODP motors on hot water pumps with TEFC motors.
- ▶ Installation of new flame arrestor banks and insulating blankets for the cover pressure/vacuum relief valves.

# 1. Revised Scope Of Services (continued)

## 1.2 Bidding Phase Services

- ▶ Provide new digester cover level indicators with transmitters.
- ▶ Replace biogas hoses on covers.
- ▶ Replace four plug valves in the Digester Control Room.
- ▶ Open mechanical piping to allow for inspection. Include allowance or separate bid item for removing struvite in piping, if encountered.
- Prepare Advertisement for Public Bidding.
- Submit Advertisement For Bids to City for publishing.
- Distribute Bidding Documents on-line via Quest CDN.
- Respond to questions that may arise during Bidding.
- Issue Addenda via Quest CDN, as required.
- Attend Public Bid Opening at City of Portage offices.
- Prepare Bid Tabulation.
- Provide a Letter of Recommendation of Award.
- Assist the City in the award of the Construction Contract.

## 2. Items Not Included in the Scope of Services

The following items are not included in the Scope of Services, although they can be provided for an additional fee:

- ~~2.1 HVAC, structural or electrical modifications required to meet NFPA 820 requirements.~~
- 2.2 Analytical data testing of biosolids in digesters.
- 2.3 Services related to Supervisory Control & Data Acquisition (SCADA) integration. McMAHON will develop a scope for integration in the Construction Documents for the Contractor to provide.
- 2.4 Biogas piping and safety equipment improvements beyond that required for demolition of the existing gas mixing system.
- 2.5 Construction services.

### 3. Responsibilities Of The City Of Portage

The Scope of Services and fee are based upon the understanding that the City of Portage will provide the following:

- 3.1 A person authorized to act as the City of Portage's representative to accept completed work and provide appropriate liaison.
- 3.2 Costs associated with analytical testing, if required.
- 3.3 Payment of fees associated with Bid Advertisement or Public Notices.
- 3.4 Access to site.
- 3.5 Submittal fees, if required.

### 4. Revised Project Schedule

McMAHON is ready to start this project immediately upon award of Contract. We anticipate having the design complete and ready for bid in February 2014.

### 5. Revised Compensation

McMAHON proposes to provide the Scope of Services described in this Proposal for a Wastewater Digester Mixing System for the following fees:

- Wastewater Digester Mixing - Design Phase Services..... \$41,000 T&E / Not To Exceed
- Wastewater Digester Mixing - Bidding Phase Services..... \$4,000 T&E / Not To Exceed

T&E = Time & Expense

~~The attached Figure 5-1 and Figure 5-2 summarize our anticipated time commitment, organized by Team Member for each task described in our Scope Of Services.~~

The City of Portage will be invoiced on a Time & Expense basis in accordance with the Fee Schedule and Reimbursable Expenses Schedule in effect at the time services are provided. Copies of the current Schedules are attached for reference.

All services will be provided in accordance with our General Terms & Conditions, dated January 17, 2013, which are incorporated into this Proposal by reference.

The City of Portage agrees that the Statement of Understanding, Scope of Services and Compensation sections contained in this Proposal, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the acceptance of this Proposal, without the expressed written consent of the McMahon Group of Companies.