



MINUTES
COMMITTEE #1
REVENUES, DISBURSEMENTS, WATER AND WASTEWATER
May 14, 2020

Committee #1 - Revenues, Disbursements, Water and Wastewater met on Thursday, May 14, 2020 at 1:30 pm in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: **Remotely** - Rob Kiefer, John Monarski, and Paul Nadreau.

Mayor/Other Council Members present: **Remotely** - Mayor Hoffman

Others present: **Remotely** - Finance Manager/Treasurer Lynne Bauer, Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer, City Planner/Transit Manager Brad Hentschel, Police Chief Matt Kelm, Fire Chief Lee Douglas, Fire Lt. Justus Busse, Street and Utility Maintenance Manager Rick Ruf, Water Supervisor Matt Boos, and Brian Reilly of Ehlers; **In Person** - Utility Office Manager Connie Freagon, and City Clerk Bridget Givens.

Call to Order: 1:30 pm

It was noted that there was a typographical error on the agenda. Item 4 should reference replacement of a radar unit, not a radio unit.

1. Discuss purchasing transit vans utilizing grant funding. Possible recommendations to the Council.

City Planner/Transit Manager Hentschel advised that the City was awarded a \$450,000 CARES Act Grant to help offset the cost of operations, lost revenues, and vehicle replacement in the Transit Department. Hentschel requested approval to utilize a portion of the grant funds for the purchase of two new transit vans. The age, condition, and mileage of the current vehicles was discussed.

Motion by Monarski/Nadreau to recommend Council approve the purchase of two transit vans in an amount not to exceed \$80,000 to be paid by the CARES Act Grant funding. **All present voting aye, motion carried.**

2. Discuss and consider Engagement Letter from Clifton Larson Allen for Independent Auditor Statement for Financial Data (IAS-FD) for Shared Ride. Possible recommendations to the Council.

Motion by Monarski/Nadreau to recommend Council approve the Engagement Letter from Clifton Larson Allen for Independent Auditor Statement for Financial Data (IAS-FD) for Shared Ride with an estimated cost of \$3,500 and funding to come from the 2020 audit or omitted budget accounts. **All present voting aye, motion carried.**

3. Discuss funding for Environmental Clarification Liability Database Fees for continuing obligations letter at Chieftain Oil Co. – former Bulk Plant. Possible recommendations to the Council.

Hentschel advised that the DNR requested written documentation regarding the cap maintenance plan at Chieftain Oil Co (former Bulk Plant) located in Chippewa Riverfront. The estimated cost is \$1,000 and is a TIF #12 eligible expense.

Motion by Kiefer/Monarski to recommend Council approve funding from TIF #12 for the Environmental Clarification Liability Database Fees for continuing obligations letter at Chieftain Oil Co. – former Bulk Plant. **All present voting aye, motion carried.**

4. Discuss funding for replacement of radio [radar] unit in new squad vehicle. Possible recommendations to the Council.

When the new squad was priced for build out, it was overlooked that the radar system would also require replacement. An estimate of \$2,895 was received to install a new radar system.

Motion by Kiefer/Nadreau to recommend Council approve the purchase of a new radar unit in the amount of \$2,895 with funding to come from either the Police Department gasoline or vehicle maintenance accounts. **All present voting aye, motion carried.**

5. Discuss proposed contract between State of Wisconsin, Department of Agriculture, Trade and Consumer Protection (DATCP) and the City of Chippewa Falls regarding petroleum tank inspections. Possible recommendations to the Council.

Fire Chief Douglas stated that the City of Chippewa Falls had previously been contracted to perform tank inspections for DATCP. DATCP has now ceased regulating all above-ground storage tanks with less than a 5,000 gallon capacity. The City went from inspecting 90 tanks to 21. Chief Douglas indicated he did not think it would be cost-effective to continue to perform the inspections.

Motion by Kiefer/Nadreau to recommend Council approve discontinuing the subcontractor relationship with the State of Wisconsin DATCP regarding petroleum tank inspections. **All present voting aye, motion carried.**

6. Discuss city equipment replacement plan. Possible recommendations to the Council.

Street and Utility Maintenance Manager Ruf provided an overview of the 2020-2028 Equipment Replacement Plan; the 10-year Equipment Replacement plan, including the equipment that was not purchased in 2015 and 2016; fleet repair issues; and reused equipment. He also advised of the significant roofing issues at the Street Department.

Ruf also advised that the crushing proposal that was brought forward for approval at the last meeting had to be terminated as a permit to crush could not be obtained. This led to discussion on a new crushing proposal and the potential costs savings for the City. Funding for this item will be discussed under Item 7 on the agenda.

7. Discuss borrowing options, including bonds and notes, for 2020/2021 street projects, buildings and equipment. Possible recommendations to the Council.

An overview of projects that have been committed for borrowing was provided which includes the street projects, the radio system upgrade, an ambulance, and a lift at the Street Department.

Brian Reilly of Ehler's then reviewed the anticipated borrowing/bonding structure and scenarios. The Committee questioned if due to low interest rates, it would be timely to bond for the additional needs at the Street Department. The Committee was in agreement to commit to borrow for the following additional items:

Street Dept Roof	\$200,000
Street Dept Equipment	\$350,000
Street Dept Gravel Crushing	\$124,000

Motion by Kiefer/Monarski to recommend Council approve borrowing for the above-referenced items. **All present voting aye, motion carried.**

8. Adjournment

Motion by Nadreau/Monarski to adjourn at 3:04 pm. All present voting aye, motion carried.

**Minutes submitted by,
Lynne Bauer, Finance Manager/Treasurer**



CliftonLarsonAllen LLP
CLAconnect.com

March 4, 2020

City of Chippewa Falls
Brad Hentschel, City Planner
30 W Central Street
Chippewa Falls, WI 54729

Dear Brad:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the agreed-upon procedures engagement CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide the City of Chippewa Falls ("you," "your," or "the City") for the year ended December 31, 2018.

April Anderson, CPA, is responsible for the performance of the agreed-upon procedures engagement.

Scope, objective, and responsibilities

We will apply the agreed-upon procedures which the City of Chippewa Falls has specified and agreed to, listed in the attached schedule, to the National Transit Database Reports of the City of Chippewa Falls for the year ended December 31, 2018, prepared in accordance with the requirements of the Federal Transit Administration set forth in the applicable National Transit Database Uniform System of Accounts (NTD USOA).

Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency (nature, timing, and extent) of the procedures performed or to be performed is solely the responsibility of the City of Chippewa Falls, and we will require a written acknowledgment of this responsibility. Consequently, we make no representation regarding the sufficiency of the procedures enumerated in the attached schedule either for the purpose for which this report has been requested or for any other purpose. The City of Chippewa Falls assumes the risk that such procedures might be insufficient for your purposes and the risk that you might misunderstand or otherwise inappropriately use findings properly reported by CLA.

Our responsibility is to perform the specified procedures and report the findings in accordance with the attestation standards. Because the agreed-upon procedures listed in the attached schedule do not constitute an examination, audit, or review, we will not express an opinion or conclusion on the National Transit Database Reports or the City of Chippewa Falls' financial statements or any elements, accounts, or items thereof. Also, we will not express an opinion or conclusion on the effectiveness of the City of Chippewa Falls' internal control over financial reporting or any part thereof. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. This report is intended solely for the information and use of the City of Chippewa Falls and the Federal Transit Administration, and should not be used by anyone other than the specified parties. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report and withdraw from this engagement. Our report will include a statement indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the National Transit Database Reports that come to our attention, unless they are clearly inconsequential. In addition, if, in connection with this engagement, matters come to our attention that contradict the National Transit Database Reports, we will disclose those matters in our report. Such disclosures, if any, may not necessarily include all matters that might have come to our attention had we performed additional procedures or an examination or review.

Management is responsible for the presentation of National Transit Database Reports in accordance with the NTD USOA and for its assertion about the national Transit Database Reports. The City of Chippewa Falls is responsible for selecting the criteria and determining that such criteria are appropriate for your purposes.

Management is responsible for providing us with (1) access to all information of which you are aware that is relevant to the National Transit Database Reports and the agreed-upon procedures, such as records, documentation, and other matters, and for the accuracy and completeness of that information; (2) additional information that we may request for the purpose of performing the agreed-upon procedures; and (3) unrestricted access to persons within the City from whom we determine it necessary to obtain evidence relating to performing the procedures. You agree to inform us of events occurring or facts discovered subsequent to the date of the National Transit Database Reports that may affect the National Transit Database Reports.

For all accounting services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

At the conclusion of our engagement, we will require a representation letter from management that, among other things, will include management's assertion about and confirm management's responsibility for the presentation of the National Transit Database Reports in accordance with the NTD USOA.

Engagement administration and other matters

The workpapers supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers in accordance with our record retention policy that typically provides for a retention period of seven years.

CLA will not disclose any of your confidential, proprietary, or privileged information to any persons without the authorization of your management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties (i.e., you and CLA). The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

Limitation of remedies

Our role is strictly limited to the engagement described in this letter, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based on our communications with you or our reports. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party") and that this limitation of remedies provision is governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this agreement, the services provided under this agreement, the work product, or for any plans, actions, or results of this engagement, except to the extent authorized by this agreement. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this agreement, but any recovery on any such claims shall not exceed the fees actually paid under this agreement by you to CLA.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final report under this agreement to you, regardless of whether we provide other services for you relating to the report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

Our fees for these services will be based on the time involved and the degree of responsibility and skills required, plus expenses including internal and administrative charges. Based on our preliminary estimates, the fee for the engagement should approximate \$3,500. The fee estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fee for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate. Our invoices for these fees, plus applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign, date, and return a copy to us.

If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their agreement with the procedures performed or to be performed and their responsibility for the sufficiency of the procedures.

Sincerely,

CliftonLarsonAllen LLP



April Anderson, CPA
Principal
715-852-1167
April.Anderson@CLAconnect.com

Enclosure

Response:

This letter correctly sets forth the understanding of the City of Chippewa Falls.

Authorized Signature: _____

Title: _____

Date: _____



CliftonLarsonAllen LLP
CLAAconnect.com

March 4, 2020

City of Chippewa Falls
Brad Hentschel, City Planner
30 W Central Street
Chippewa Falls, WI 54729

Dear Brad:

This letter constitutes an addendum to our original engagement letter dated March 4, 2020. The purpose of this letter is to outline additional procedures you wish us to perform in connection with that agreed-upon procedures engagement.

The additional procedures include:

1. Procedure: NTD Crosswalk

- a. Obtain the Reduced Reporter Form RR-20 prepared by management for the year ended December 31, 2018.
- b. Obtain the reconciliation documentation management prepares (referred to as "the crosswalk" throughout this report) to reconcile the chart of accounts, general ledger, and/or trial balance and other supporting documents such as Excel spreadsheets (collectively referred to as the accounting system) to Form RR-20.
- c. Inquire of management as to whether the crosswalk obtained in procedure 1.b is supported by the accounting system.
- d. For a transit agency that is part of a larger reporting entity, inquire of management as to whether the crosswalk includes the full cost of providing transit service, including costs incurred by the larger reporting entity to specifically support the agency's transit service.
- e. Inspect the crosswalk to determine that it incorporates NTD reporting using the applicable mode(s) and types of service identified in Form RR-20.

2. Procedure: Accrual Accounting

- a. Obtain the most recent audited financial statements that include the transit agency and inspect the notes to the financial statements to determine whether the accrual basis of accounting was used.
- b. Inquire of management as to whether the accrual basis of accounting has continued to be used since the last audited reporting period and that it is used for NTD reporting in the current period.
- c. If the notes to the financial statements indicate that an accrual basis of accounting is not being used, or the results of the inquiry to management in procedure 2.b indicate the accrual basis of accounting is not being used in the current period, inspect the crosswalk to determine that the transit agency made adjustments to convert to an accrual basis for NTD reporting.

3. Procedure: Sources of Revenue Expended

- a. Trace and agree the two largest directly generated fund passenger fare revenue modes (all service types) from Form RR-20 to the accounting system.
- b. Trace and agree the largest source of funds expended (other than passenger fares) in the following major categories of funds from Form RR-20 to the accounting system: (1) Other Directly Generated Funds; (2) Revenue Accrued Through a PT Agreement; (3) Non-Federal Funds; and (4) Federal Funds.
- c. For each of the largest source of funds expended in 3b, inspect the crosswalk to determine that it identifies, evaluates, and classifies financial transactions into categories of funds expended on operations and funds expended on capital (USOA Section 2) for the reporting year.

4. Procedure: Funds Expended

- a. Trace and agree the aggregate of total funds expended for operations and total funds expended for capital from Form RR-20 to the accounting system using the crosswalk or other written expense documentation.
- b. For the two largest modes/type of services, trace and agree funds expended on operations and funds expended on capital from Form RR-20 to the crosswalk or other written documentation of functional expenses.

All the terms of our original engagement letter will apply to this addendum. This addendum will become effective as soon as you sign and date the original and copy of this letter and return the signed copy to us.

Sincerely,

CliftonLarsonAllen LLP



April Anderson, CPA
Principal
715-852-1167
April.Anderson@CLAconnect.com

Enclosure

Response:

This letter correctly sets forth the understanding of the City of Chippewa Falls.

Authorized Signature: _____

Title: _____

Date: _____

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
1300 W Clairemont Avenue
Eau Claire, WI 54701

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



February 14, 2020

Brad Hentschel, Economic Development Director
Chippewa Falls City
30 W Central St
Chippewa Falls, WI 54729

SUBJECT: Continuing Obligation Required and New Project Manager
Chieftain Oil Co-Former Bulk Oil Station, 2 N Bridge St, Chippewa Falls
BRRTS # 02-09-213903 FID # 609122360

Dear Mr. Hentschel:

I am writing to request that the City of Chippewa Falls (the City) provide written documentation to the Department of Natural Resources (the Department) on the issue of a cap/cover maintenance at the former Chieftain Oil Co-Bulk Oil Station property, located at 2 North Bridge Street, Chippewa Falls (the Property). The documentation requested is described in Wis. Admin. Code § NR 708.17(4)(b), which is highlighted in the attached copy of NR 708.17.

As you know, the City acquired the Property in July of 2014 and worked with the Department as the Property was transformed into a city park. After the Property was acquired the City obtained the local government environmental liability exemption authorized by Wis. Stat, § 292.11(9)(e) on September 10, 2018. This statute exempts local governments from most standard site investigation and cleanup actions required by Wis. Admin. Code Chs. NR 700-799. However, per Wis. Stats. §§ 292.11(9)(e)(4) and 292.12, when a property with residual contamination is put to a new use by an exempt local government, the local government must take actions directed by the Department to reduce to acceptable levels any substantial threat to public health or safety related to the new use, in order to maintain the exemption. The Department's determination, under Wis. Admin. Code § NR 708.17, related to necessary health and safety protection at the Property, is that the City must comply with a "continuing obligation" for ongoing cap/cover maintenance at the Property to inhibit public exposure to residual contamination.

In order for the Department to issue a formal letter to the City that identifies the detailed requirements of the cap/cover continuing obligations at the Property, the City must submit appropriate documentation to the Department with a completed Technical Assistance and Environmental Liability Clarification (GLC) Request form (Form 4400-237) and a \$700 (GLC) fee. This form is available at <https://dnr.wi.gov/files/PDF/forms/4400/4400-237.pdf>. In addition, a \$300 database fee is required under Wis. Admin. Code § NR 708.17(3).

I can provide you with some assistance in completing this form and assembling the required documentation. One of the documents the City must submit is a cap maintenance plan that describes the steps the City will take to maintain the landscaping, parking lots, gravel, etc. over the contaminated soil remaining on the Property. I have attached a copy of a cap maintenance plan from a similar site as an example of the type of information typically included in this type of plan.

Please submit the completed form, fee and documentation to me, at the address below, within 90 days of receiving this letter. After receipt and review of your documentation, the Department will issue a liability clarification letter to the City that describes the continuing obligations to be followed.

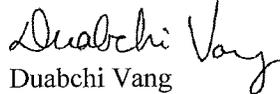
I would also like to notify you of a change in personnel within the Department's Remediation and Redevelopment Program, related to project management duties for the Property. I am the new project manager for this site.

Please direct all future correspondence pertaining to Chieftain Oil Co-Former Bulk Oil Station to:

Duabchi Vang
Remediation and Redevelopment Program
1300 W Clairemont Avenue
Eau Claire, WI 54701

If you would like to schedule a call to discuss or clarify these requirements, please do not hesitate to contact me at (715) 839-3779 or duabchi.vang@wisconsin.gov. Thank you for your attention to this matter.

Sincerely,



Duabchi Vang
Hydrogeologist - Remediation & Redevelopment Program
West Central Region

Attachments:

Copy of Wis. Admin. Code § 708.17(4)

Copy of example cap maintenance plan

cc: Scott Ransbury, CN Railway—17641 S Ashland Dr, Homewood, IL 60430
John Guhl, Short Elliott Hendrickson Inc—email only



QUOTE
2039048

applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Page 1 of 1

Date: 05/11/20

Inside Sales Partner: Donna Russell
972-801-4803
donna@stalkerradar.com

Reg Sales Mgr: Paul Spano
972-489-6701
spano@stalkerradar.com

Effective From : 05/11/2020

Valid Through: 08/09/2020

Lead Time: 21 working days

Bill To: Chippewa Falls Police Dept 210 Island St Chippewa Falls, WI 54729-2351	Customer ID: 026183 Accounts Payable	Ship To: Chippewa Falls Police Dept 210 Island St Chippewa Falls, WI 54729-2351	<i>UPS Ground</i> Lieutenant Dave Bebeau
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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1	806-0022-00	DSR 2 Antenna Radar	36	\$2,895.00	\$2,895.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	1	200-0999-20	DSR Enhanced Counting Unit, 1.5 PCB		\$0.00
2	1	200-1000-30	DSR Modular Display, Bright LEDs		\$0.00
3	2	200-1237-00	DSR Ka Antenna		\$0.00
4	1	200-0921-00	DSR Ergonomic Remote Control w/Screw Latch		\$0.00
5	1	200-0769-00	25 MPH/40 KPH KA Tuning Fork		\$0.00
6	1	200-0770-00	40 MPH/64 KPH KA Tuning Fork		\$0.00
7	1	200-0243-00	Counting/Display Tall Mount		\$0.00
8	1	200-0244-00	Antenna Dash Mount		\$0.00
9	1	200-0245-00	Antenna Tall Deck Mount		\$0.00
10	1	200-0648-00	Display Sun Shield		\$0.00
11	1	155-2055-04	Antenna Cable, 4 Ft		\$0.00
12	1	155-2055-16	Antenna Cable, 16 Ft		\$0.00
13	1	200-0622-00	VSS Cable Kit		\$0.00
14	1	200-0821-00	DSR Documentation Kit		\$0.00
15	1	035-0361-00	Shipping Container, Dash Mounted Radar		\$0.00
16	1	060-1000-36	36 Month Warranty		\$0.00

Group Total \$2,895.00

Product	\$2,895.00	Sub-Total:	\$2,895.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$0.00
		Total: USD	\$2,895.00

Vehicle Information:
2020 Ford F-150

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

Date: September 24, 2019

2020 Operating Budget Justification Sheet

Prepared by: MATTHEW KELM

Department: POLICE DEPARTMENT

Account Number: 10.52100.5851

Account Name: OUTLAY VEHICLES

Dollar Amount Requested: \$50,299.00

DETAILED description of each budget item except those related to wages, salaries and fringe benefits (these will be completed by Administration/Finance).

This account is used to purchase department vehicles and changeover existing squads.

Historically the Police Department requires the purchase of two squad cars annually to maintain our fleet. Over the last several years, we have worked to delay changeover of police vehicles towards the end of the year. Because of these efforts in 2020 we anticipate being able to purchase just one vehicle and still maintain the fleet.

Note: The Police Department will require two squad cars to be purchased in 2021 and future years.

I propose purchasing one new marked squad in 2020. This new marked squad is proposed to be a Ford F150 Police Responder truck. This is a pursuit rated vehicle fully functional for patrol which will also allow us to transport evidence, property, and equipment. The current Ford Interceptor Utility vehicles are not designed for this purpose.

One Ford F150 Police Responder Truck	\$34,000.00
Police Responder Truck changeover/equipment	11,000.00
Decals/Striping for the truck	1,000.00
Registration and misc. for the truck	100.00

I also propose the purchase of an electric assisted bicycle. An electric assisted bicycle would allow officers to ride longer and respond faster to emergency calls without arriving to the scene exhausted. The city has experienced a booming increase in festivals and special events. These are highly congested with pedestrian and vehicular traffic. Additionally, our many parks are more effectively patrolled through the use of a bicycle. Finally, these bicycles run silently making them ideal in covert operations.

One Trek police electric bicycle @ \$3,999.00	\$3,999.00
Bike saddle bag or patrol equipment	\$100.00
Bike emergency lighting kit & striping	\$100.00

Comments by Reviewer: _____



GENERAL COMMUNICATIONS
your safety is our business

2880 Commerce Park Drive, Madison, WI 53719
 Madison Milwaukee Eau Claire
 P: 608-271-4848 P: 262-439-2000 P: 715-225-7604
 F: 608-661-2935 F: 262-439-2009 F: 608-661-2935
 www.gencomm.com

SALES QUOTE

Sales Quote No: 16077
 Date: 8/29/19
 Account No: 7156

Bill To: Chippewa Falls Police
 210 Island St.
 Chippewa Falls, WI 54729
 USA

Ship To: Chippewa Falls Police
 Attn: David BeBeau
 210 Island St.
 Chippewa Falls, WI 54729
 USA

Sales Person	P.O. Number	Ship Method	Payment Terms	Quote Expires On
Dalton Johnson		Spee-Dee Delivery	NET 30 Days	9/28/19

Notes

2020 F-150 PPV

Item No	Description	Quantity	UM	Price	Disc	Amount
7187	Blue Sea EII 100 Amp Reset Circuit Breaker - 7187B	1.00	Each	\$47.00	0.00	\$47.00
5026	Blue Sea EII 12-Circuit W/Cover Fuse Block	1.00	Each	\$47.00	0.00	\$47.00
GCI-REAR	GCI - Custom Rear Vehicle Harness	1.00	Each	\$216.20	0.00	\$216.20
NMOKHFUD	Pulse Larsen 3/4" Hole Mount 0-6000MHz, 17 ft, w/cables. RG58/U Dual Shield cable type	2.00	Each	\$18.75	0.00	\$37.50
NMOQW152	Pulse Larson VHF Antenna, w/o cables 152-162MHz, 200 W. No connector supplied	1.00	Each	\$18.92	0.00	\$18.92
RFU-505-ST	RF Ind UHF Male Connector for (PL259) RG58/U, 58A/U, RG141, & LMR-200 cable. 0-500MHz freq range.	1.00	Each	\$7.50	0.00	\$7.50
RFN-1027-C1	RF Industries N, FEM CRIMP, S,G,T; FOR RG-142/U & RG-55/U, CBL GRP C1	1.00	Each	\$8.98	0.00	\$8.98
MMSU-1	Magnetic Mic Single Unit Conversion Kit	1.00	Each	\$34.95	0.00	\$34.95
7170-0579-04	Gamber Johnson Kit, universal sloped from console w/cup holder, armrest and 7160-0220	1.00	Each	\$699.00	0.00	\$699.00
7160-0555	Gamber Leg Kit, 2015+ Ford F150 Truck	1.00	Each	\$150.00	0.00	\$150.00
7160-0085	Gamber 29" Long top plate (wide)	1.00	Each	\$75.00	0.00	\$75.00
7160-0063	Gamber Johnson Cigarette Lighter Adapter Kit (includes ROHS compliant 12v receptacle and wire kit)	1.00	Each	\$29.00	0.00	\$29.00
3130-0155	Gamber 3" Blank Filler Panel	3.00	Each	\$0.00	0.00	\$0.00
7160-0339	Gamber Faceplate for Whelen CenCom Gold and SoundOff 380	1.00	Each	\$0.00	0.00	\$0.00
7160-0466	Gamber Johnson Full Face Plate /TK-790	2.00	Each	\$0.00	0.00	\$0.00
1K0574FDT15F150 WOD	Setina #6VS Single Prisoner Transport Coated Polycarbonate without Driver's Side Rear Seat	1.00	Each	\$820.00	0.00	\$820.00
GK10342UHKSSCAX L	Setina Dual T-Rail Mount 2 Universal XL , Handcuff Key Override	1.00	Each	\$400.00	0.00	\$400.00
1W0695FDT15F150 H	Setina (STEEL PASSANGER SIDE WINDOW BAR FOR 2019 F-150)	1.00	Each	\$100.00	0.00	\$100.00
1D1388FDT15F150	Setina passenger side only door panel for a 2019 F-150	1.00	Each	\$100.00	0.00	\$100.00
BK2168FDT15F150	SoundOff PB450L4 With SOUNDOFF SIGNAL MPOWER	1.00	Each	\$799.00	0.00	\$799.00
LIGHT_SO_STMPS2S TS4D	MPOWER 12 LEDS RED/WHITE LONG HARNESS	2.00	Each	\$12.00	0.00	\$24.00
LIGHT_SO_STMPS2S TS4E	MPOWER 12 LEDS BLUE/WHITE LONG HARNESS	2.00	Each	\$12.00	0.00	\$24.00
SEF	Setina Freight	1.00	Each	\$150.00	0.00	\$150.00
ENGLNK002	SoundOff bluePRINT Link™ Module for Ford F-150 (2015-2018); PI Utility (2016-2018); Explorer (2016-2	1.00	Each	\$225.00	0.00	\$225.00



GENERAL COMMUNICATIONS
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2880 Commerce Park Drive, Madison, WI 53719
 Madison Milwaukee Eau Claire
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 F: 608-661-2935 F: 262-439-2009 F: 608-661-2935
 www.gencomm.com

SALES QUOTE

Sales Quote No: 16077
 Date: 8/29/19
 Account No: 7156

Bill To: Chippewa Falls Police
 210 Island St.
 Chippewa Falls, WI 54729
 USA

Ship To: Chippewa Falls Police
 Attn: David BeBeau
 210 Island St.
 Chippewa Falls, WI 54729
 USA

ENGKTGD001	SoundOff bluePRINT® Control System - Gold Package contains: 2 ea ETSS100N, 2 ea ENGND04101, 1 ea ENG	1.00	Each	\$1,395.00	0.00	\$1,395.00
PMP2WSSSB	SoundOff Window Shroud for use with 4" Stud Mount mPower	4.00	Each	\$10.00	0.00	\$40.00
PMP2BRK2LPV	SoundOff License Plate Bracket	1.00	Each	\$25.00	0.00	\$25.00
PMP2BKDGAJ	SoundOff Deck/Grille Adjustable Bracket kit for mpower 4 fascia light w/stud mount threaded	2.00	Each	\$12.00	0.00	\$24.00
PMP2BKEDGE	Soundoff: Edge Clip for mPower 4"	4.00	Each	\$10.00	0.00	\$40.00
ELUC3H010D	SoundOff Universal UnderCover Screw-In LED Insert, 9-32 Vdc w/ 10' 5-wire harness Dual Color - R/W	1.00	Each	\$65.00	0.00	\$65.00
ELUC3H010E	SoundOff Universal UnderCover Screw-In LED Insert, 9-32 Vdc w/ 10' 5-wire harness, Dual Color - B/W	1.00	Each	\$65.00	0.00	\$65.00
EFL1B0R	Sound Off Signal Fusion Lite, Single Surface Mount, Black Housing, Solid Color Red	1.00	Each	\$20.00	0.00	\$20.00
ETHFSS-FV	Soundoff Select a Pattern Headlight Flasher For 2016+ Utility	1.00	Each	\$40.00	0.00	\$40.00
EMPS2STS4D	SoundOff m Power 4" Fascia light w/Stud mount 18" hard wire w/sync option, SAE Class Blk Hsg, 12 LED	6.00	Each	\$95.00	0.00	\$570.00
EMPS2STS4E	SoundOff mPower 4" Fascia Lighthouse - Dual Blue/White, Stud Mount, 9-32 Vdc, Black Housing	6.00	Each	\$95.00	0.00	\$570.00
EMPS2QMS4D	SoundOff mpower™ 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, Red/White	2.00	Each	\$95.00	0.00	\$190.00
EMPS2QMS4E	Sound Off mpower™ 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, Blue/White	1.00	Each	\$95.00	0.00	\$95.00
EMPS2QMS5RBW	SoundOff mpower® 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Titl	1.00	Each	\$105.00	0.00	\$105.00
SHOPFEE	EXTRA PARTS AS NEEDED	1.00	Each	\$100.00	0.00	\$100.00
LABORINSTALL	INSTALL & TEAR DOWN	1.00	Each	\$3,000.00	0.00	\$3,000.00
INSTALLMISC	HEADREST OR ARMREST PRINTER MOUNT	1.00	Each	\$250.00	0.00	\$250.00
USB-AMB-10	Cable Matters High Speed USB 2.0 Cable - A to Mini B, 10', Black	1.00	Each	\$10.00	0.00	\$10.00
14331	Gamber Car Adapter - Wired 14' For Use With PocketJet 3, 3 Plus, 6, 6 Plus Printers	1.00	Each	\$27.00	0.00	\$27.00
ETRAB1500	Tessco VHF Antenna, 150-155 MHz, 60 Watts, Black ABS Plastic	1.00	Each	\$136.19	0.00	\$136.19

Returns & exchanges are accepted within 30 days of purchase and require an RMA Number. Items must be in unused condition and in original packaging. Special order items are non-returnable and may not be canceled once shipped from vendor.

- * A convenience fee may be added for invoices paid by credit card.
- * There will be a restocking fee assessed up to 30% on accepted returns.
- * An 18% finance charge will be applied to any balance unpaid 30 days from the date of the invoice.

Subtotal	\$10,780.24
Discount	\$0.00
Freight	\$0.00
Sales Tax	\$0.00
Sales Order Total	\$10,780.24

Quote Accepted By _____ Date _____



State of Wisconsin
Governor Tony Evers

Department of Agriculture, Trade and Consumer Protection

March 31, 2020

Dear Mr. Busse,

As you are aware, as of October 1, 2019, the Department of Agriculture, Trade, and Consumer Protection (DATCP) Storage Tank Regulation program ceased regulating all aboveground storage tanks (AST) less than 5,000 gallons capacity. This is because Wisconsin Statute 168, *Petroleum Products*, limits DATCP's regulatory authority under administrative code (ATCP 93) to ASTs 5,000 gallon capacity and above. Note that this did/does not affect our ability to regulate underground storage tanks within the scope of ATCP 93.

In the last several months DATCP worked with both stakeholders and Wisconsin State Legislature to revise the statute to allow for the regulation of ASTs less than 5,000 gallon capacity. Two bills were introduced, 2019 Senate Bill SB-877 *Petroleum Products* and 2019 Assembly Bill AB-993 *Petroleum Products*. However, they did not come up for a vote this session.

DATCP understands as a Local Program Operators (LPO) who provides plan review and inspection services for these tanks, your program income may be severely impacted. While we are hopeful that the DATCP will eventually regain our ability to regulate ASTs less than 5,000 gallon capacity, we cannot guarantee when or if that will happen.

The current contract between DATCP and your agency/company will expire on June 30, 2020. We are currently working on a new contract and are proposing several fee increases to offset the economic loss of your ability to provide plan review and inspection services for aboveground storage tanks less than 5,000 gallons capacity. We anticipate the new contract will be available for your review by May 3, 2020 pending internal DATCP review and approval of the fee increases. In the meantime, we'd like to know which programs intend to continue to provide services and those discontinue their contract. It would be greatly appreciated if you could respond with an answer to me by April 17, 2020.

If you have any questions, concerns, or would like to discuss further, please feel free to contact me at any time. Be assured, your past and hopefully future participation is greatly appreciated and highly valued. We consider you a true partner in providing valuable environmental protection and fire safety services to the citizens of Wisconsin.

Sincerely,

Greg Bareta P.E.
Chief – Storage Tank Regulation
Bureau of Weights and Measures
Division of Trade and Consumer Protection
Wisconsin Department of Agriculture, Trade and Consumer Protection
Ph: (608) 224-5150
Greg.Bareta@Wisconsin.gov

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<u>LPO ANNUAL INSPECTIONS</u>	<u>Losses</u>	<u>Cost</u>	<u>Keeping</u>	<u>Cost</u>	<u>Total tanks</u>	<u>Total at \$92</u>	<u>FY19 Paid</u>
Amery FD - 0000071739	59	\$5,428.00	18	\$1,656.00	77	\$7,084.00	\$7,360.00
Appleton FD - 0000071741	23	\$2,116.00	41	\$3,772.00	64	\$5,888.00	\$6,072.00
Beloit FD - 0000071749	7	\$644.00	22	\$2,024.00	29	\$2,668.00	\$3,220.00
Chippewa Falls FES - 000071760	52	\$4,784.00	(23)	\$2,116.00	75	\$6,900.00	\$6,992.00
Chippewa Fire District - 0000015892	872	\$80,224.00	536	\$49,312.00	1408	\$129,536.00	\$128,892.00
Eau Claire FD - 000071774	24	\$2,208.00	33	\$3,036.00	57	\$5,244.00	\$5,704.00
Fond du Lac FD - 0000071780	29	\$2,668.00	35	\$3,220.00	64	\$5,888.00	\$6,072.00
Fox Crossing FD - 0000075016 LOC-3	22	\$2,024.00	14	\$1,288.00	36	\$3,312.00	\$3,404.00
Janesville FD - 0000071796	44	\$4,048.00	153	\$14,076.00	197	\$18,124.00	\$18,124.00
LaCrosse FD - 0000071803	29	\$2,668.00	43	\$3,956.00	72	\$6,624.00	\$5,060.00
Lake Mills FD - 0000071806	3	\$276.00	1	\$92.00	4	\$368.00	\$368.00
Madison FD - 0000071810	130	\$11,960.00	137	\$12,604.00	267	\$24,564.00	\$23,920.00
McFarland FD - 0000072545	9	\$828.00	5	\$460.00	14	\$1,288.00	\$1,288.00
Menomonee Falls FD - 0000017224	25	\$2,300.00	55	\$5,060.00	80	\$7,360.00	\$7,268.00
Middleton Fire District - 0000018416	91	\$8,372.00	41	\$3,772.00	132	\$12,144.00	\$12,604.00
Monona FD - 0000072419	1	\$92.00	7	\$644.00	8	\$736.00	\$736.00
New Berlin FD - 0000072178	15	\$1,380.00	66	\$6,072.00	81	\$7,452.00	\$7,360.00
New Richmond FD - 0000071835	19	\$1,748.00	4	\$368.00	23	\$2,116.00	\$1,748.00
Pewaukee FD - 0000072603	40	\$3,680.00	30	\$2,760.00	70	\$6,440.00	\$6,716.00
Rhineland FD - 0000071856	132	\$12,144.00	38	\$3,496.00	170	\$15,640.00	\$15,640.00
Safeluit Wisconsin - 0000105523	343	\$31,556.00	95	\$8,740.00	438	\$40,296.00	\$40,880.00
Tatton Inspections - 0000020992	624	\$57,408.00	448	\$41,216.00	1072	\$98,624.00	\$92,154.00
West Allis FD - 0000071886	14	\$1,288.00	11	\$1,012.00	25	\$2,300.00	\$2,392.00
West Bend FD - 0000071887	22	\$2,024.00	40	\$3,680.00	62	\$5,704.00	\$5,980.00
TOTALS	2629	\$241,868.00	1896	\$174,432.00	4525	\$416,300.00	\$409,954.00

*



State of Wisconsin
Governor Tony Evers

Department of Agriculture, Trade and Consumer Protection

**Wisconsin Administrative Code Chapter ATCP 93
Local Program Operator Contract
Between
Wisconsin Department of Agriculture, Trade, and Consumer Protection
And
(Insert LPO Name here)**

THIS CONTRACT is made and entered into by and between the Wisconsin Department of Agriculture, Trade and Consumer Protection, hereinafter "the Department," and (Insert LPO Name here), hereinafter "the Contractor."

WHEREAS, the Department deems it advisable to engage the professional services of the Contractor to carry out Departmental responsibility pursuant to Wis. Stat. s. 168.25 and Wis. Admin. Code s. ATCP 93.110 as an agent of the Department and, it appears that such services can be performed more economically and efficiently under a Contract, to accomplish the requirements of the Department;

WHEREAS, the Contractor has advised the Department of its willingness and professional capability to provide professional service to the Department;

NOW, THEREFORE, in consideration of their mutual and dependent promises, the parties hereto, agree as set forth in the following pages 3 through 9.

This Contract is effective on the date signed by the Interim Secretary of the Department.

AUTHORITY TO SIGN DOCUMENT. If this Contract is being entered into by a legal entity, such as a corporation, limited liability company, or municipality, the person(s) signing this Contract for the Contractor certify and attest that the Contractor's respective Articles of Incorporation, Articles of Organization, Charter, Corporate By Laws, Corporate or other Resolutions and/or other related documents give full and complete authority to bind the Contractor, on whose behalf they are executing this document.

By: _____

Print Name & Title of Individual with Authority to
Contract on Behalf of Legal Entity

Date: _____

**Wisconsin Department of Agriculture, Trade
and Consumer Protection**

By: _____
Randy Romanski, Interim Secretary

Date: _____

Address for LPO Payments Under Contract

Name: _____

Street: _____

City/ZIP: _____

Tax ID Number: (FEIN#) _____

I. GENERAL

- A. Services Standards. The Contractor will provide the services hereinafter set forth in accordance with the best professional standards. During the term of this Contract the Contractor (including individual officers, directors or employees) shall not engage in any business regulated by the Wis. Admin. Code ch. ATCP 93 including, but not limited to: installation, closure, tightness testing, cathodic protection testing, or repair of Underground Storage Tank (UST) or Above Ground Storage Tank (AST) systems.
- B. Subletting or Assignment of Contract. The Contractor may not sublet, sub-contract or assign to others any part of the work under this Contract. The Department may authorize in writing a temporary sub-contract or assignment at the request of the Contractor.
- C. Employment. The Contractor may assign duties to be performed under this Contract to any employees employed by the Contractor, provided the employee is certified by the Department and has experience and knowledge of the subject and capability to adequately perform the services required under this Contract.
- D. Term of the Contract. The contract period will be from July 1, 2020 through June 30, 2022.

NOTE: Performance of Service – although the contract may be awarded after the beginning of the state fiscal year (FY), the Contractor is obligated and agrees to conduct all assigned UST and AST inspections required within the fiscal year period.

H. Legal Relations.

- (1) The Contractor will at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct.
- (2) The Department will be responsible for the enforcement of compliance orders beyond the administrative stage. The Contractor shall conduct inspections, issue correction notices and compliance orders, affix red tags, and take any other appropriate administrative steps to obtain compliance within time frames acceptable to the Department. When compliance has not occurred at the conclusion of these administrative steps, the Contractor shall immediately notify the Department and furnish any documents requested by the Department to enable it to pursue enforcement. The Contractor agrees to make its employees and records available to the Department, a district attorney or the Attorney General's Office in connection with any actions to enforce a Department order.
- (3) The Contractor shall immediately notify the Department of any claim or lawsuit filed against the Contractor that relates to its activities under this Contract. In performing this Contract, the Contractor shall be regarded as an authorized agent of the Department under Wis. Admin. Code s. ATCP 93.050(10). The Contractor is not an employee of the Department and no employee – employer relationship exists in any form whatsoever.
- (4) If the Contractor is not a unit of government, a fire department organized under Ch. 181, Stats., or a fire department organized under Ch. 213, Stats., the Contractor must obtain errors and omissions insurance for the term of this Contract, in the amount of

at least \$250,000, and furnish a certificate of insurance to the Department within thirty (30) days of the effective date of this contract.

- I. Contract Administration. Liaison with the Department will be through the Chief of the Storage Tank Regulation Section or their authorized designee.
- J. Liaison. The Contractor will supply the name of at least one person to act as liaison to the Department. This person(s) shall have sole authority for the Contractor in regards to the program. All correspondence and coordination will be done through the liaison(s).
- K. Termination of Contract. The Department may terminate this Contract at any time at its sole discretion with or without cause by delivering written notice to the Contractor. The Contract will be terminated 30 days after written notice of intent to terminate the Contract is sent to the Contractor.

The Contractor may terminate this Contract at any time at its sole discretion with or without cause by delivering written notice to the Department. The Contract will be terminated no later than 30 days after written notice of intent to terminate is sent to the Department.

- L. Department's Rights if Contractor Fails to Perform. If the Department determines that the Contractor is not meeting performance obligations, or has used funds for purposes other than the activities specifically authorized in the Contract, the Contractor shall repay any unearned or misused funds, as determined by the Department, to the Department within thirty (30) calendar days after notice of such determination, and request for repayment, together with related administrative costs, interest at the annual rate of current prime, court costs and attorneys' fees required by the Department to retrieve said funds.

This Contract is subject to the availability of funds to the Department and may be terminated upon written notice that funds are not available. Termination will occur 30 days after notification is sent. Termination will require written notice to be sent to the Contractor by the Department.

If the Contractor fails to perform any of its obligations hereunder, the Department may intervene and protect its rights and interests. Upon the Department's request, the Contractor shall execute and deliver an assignment and any other legal documents that may be required by the Department to facilitate its pursuit or intervention in such negotiations or litigation.

The Contractor may terminate the Contract by refusal to accept proposed modifications to the Contract (see paragraph R) or an election not to continue to perform the services, with 30 days written notice. The Contractor must deliver all records to the Department within 60 days of notification or termination.

- M. Liability upon Termination. Upon the termination of this Contract, the Department's liability to the Contractor shall be limited to the total of: (1) payments due for inspections on DATCP assigned tanks; and (2) payments due for installation and closure inspections performed for tank systems; (3) less any unearned or misused funds or consequential damages caused by the Contractor's errors or omissions for which the Department is or may become liable.
- N. Proprietorship. The materials and information developed under this Contract shall be the property of the Department. All information, files, records and documents in the possession of the Contractor necessary to carryout obligations of this Contract (included but not limited to: inspection checklists, plan review applications and approval letters, non-compliance

orders, etc.) are the property of the Department. Upon termination of the contract by either party, all property of the Department shall be returned within 60 days.

- O. Examination of Records. The Contractor agrees that the Department of Agriculture, Trade, and Consumer Protection will have access to and the right to examine, audit, excerpt and transcribe any directly pertinent books, documents, papers and records of the Contractor, involving transactions relating to this Contract. Such material will be retained for three years by the Contractor following completion of the Contract.
- P. Continuance of Contract. Continuance of this Contract beyond the limits of funds available shall be contingent upon appropriation of the necessary funds, and the termination of the Contract for lack of appropriations shall be without penalty.
- Q. Confidentiality. To the extent permitted by law, the Contractor warrants that it will retain all information belonging to the Department in strictest confidence and will neither use it nor disclose it to anyone without the express written consent of the Department. The Contractor also agrees to hold the Department harmless for the Contractor's disclosure of confidential information.
- R. Contract Modifications. This Contract may be modified in whole or in part by the Department at any time upon not less than 15 working days written notice to the Contractor. In the event of such modification by the Department, the Contractor must accept or reject the modifications during the thirty- (30) day following the date of the written notice. In the event of rejection of modifications, either party may exercise its rights to terminate the Contract.
- S. Inspection Contracts with Other Fire Districts. If a Contractor wishes to provide new LPO inspection services for another fire district municipality, a copy of an agreement signed by the chief elected municipal officer for that fire district as required by ATCP 93.110 shall be provided to the department.
- T. Standard Terms and Conditions. To the extent permitted by law, the Standard Terms and Conditions, are attached to and made part of this contract in Attachment 1. In the event of a conflict between any provision contained in Attachment 1 and any other provision of this contract, such other provision shall prevail of the conflicting provision in Attachment 1.

II. SCOPE OF SERVICE

- A. The Contractor will perform, as specified by the Department, the environmental protection and fire/property/human safety provisions of Wis. Admin. Code Ch. ATCP 93 Flammable, Combustible, and Hazardous Liquids. As its primary duties in implementing the environmental and fire safety provisions of Wis. Admin. Code Ch. ATCP 93 the contractor shall:
 - 1. Perform plan review and approval for tank systems under the scope of Wis. Admin. Code s. ATCP 93.100 for facilities with all regulated tanks of less than 5,000 gallons. Approve/disapprove the plans, which are submitted, based upon the criteria established in Wis. Admin. Code Ch. ATCP 93.
 - 2. Perform AST and UST installation inspections for tank systems whose plans have been reviewed at the Department or LPO level, submitting the proper documentation, and providing the Department retail program notification.

- a) Submit a copy of the completed pre-construction and installation checklist to the Department within 10 business days.
- b) Notify the respective Bureau of Weights and Measures Field Operations inspector, or the DATCP LPO Coordinator, when final inspection has been conducted on installation or upgrade at retail sites.

Note: UST systems have a minimum of three on-site inspection points: 1) Pre-installation scope and planning, 2) Tank and pipe pressure test, and 3) Pre-operational installation verification.

3. Perform the annual inspection of underground tanks for compliance with leak detection, release prevention, functional operation and maintenance established in Wis. Admin. Code Ch. ATCP 93 as directed by the Department for:
 - ◆ "In Use" and "Temporarily-Out-of-Service" federally regulated tank systems,
 - ◆ "In Use" heating oil USTs with capacity greater than 4,000 gallons,
 - ◆ designated regulated "In Use" aboveground tank systems for compliance with leak detection, release prevention, operation and maintenance established in ATCP 93 as directed by the Department for:
 - ◆ Non-residential/non-retail aboveground storage tanks used for vehicle fueling,
 - ◆ Agricultural, non-retail aboveground storage tanks used for vehicle fueling, with capacities of 5,000 gallons or more.
 - ◆ Non-vehicle fueling aboveground storage tanks of occupancy types: "utility, industrial, mercantile/commercial, government, school, agricultural, and other,
 - ◆ Contents include: Diesel, Leaded Gasoline, Unleaded Gasoline, Kerosene, Fuel Oil, Aviation Fuel, Gasohol, Premix, Unknown, Bio Diesel, E85, Empty, Waste/Used Motor Oil (in aboveground storage tanks with capacities of 5,000 gallons or more), Other, and Chemical (CERCLA List liquids in ASTs 5,000 gallon capacity and larger) registered tank systems.
4. Conduct site inspections when necessary to verify the status or existence of "Abandoned" tanks in the process to bring tank closure or to assist the Department in resolving database and permit related issues.
5. Provide technical advice and information to tank system owners and operators.
6. Conduct necessary program administration, including filing and reporting.
7. Conduct activities with local contractors and operators during hours that provide an efficient and effective program response.
8. Conduct UST and AST closure inspections of ATCP 93 regulated tank systems.

NOTE: For additional information regarding installation and closure inspections refer to Attachment 2, UST/AST Installation / Closure Inspection Requirements.

B. In carrying out the duties of the Contract, the Contractor shall:

1. Have a sufficient number of certified inspector(s) who have successfully completed the Department's required training and certification in order to carry out the assigned program duties under this Contract.
2. Perform installation and closure inspections in accordance with Attachment 2.
3. Maintain program records to document inspections and provide data to the Department's tank database.
 - a) Submit completed installation inspection checklists to the Department for record inspections and to trigger payment for installation inspections.

- b) Maintain inspection records and data on violations identified, orders written and orders satisfied via the state inspection software program.
 - c) Ensure that registration forms are submitted to the Department by the owner for new installations, closures or changes in ownership identified during inspections.
 - d) Provide program support for correction of database errors, information deficiencies, etc.
4. Provide accurate program and technical information to local residents, tank system owners and other interested parties. Represent the Department with professionalism and courtesy in all communications and actions.
 5. Have a combustible gas indicator for monitoring for flammable vapors during inspections and closures.
 6. Consult with Department staff on questions of program interpretation. Follow Department program direction and interpretation. Any disagreement regarding program interpretation shall be resolved by the Department, whose interpretation is final and conclusive.
 7. Provide the Department with performance information or statistics as deemed necessary by the Department.
 8. Provide the Department with monthly site inspection reports by the 5th of the following month at a minimum via the state inspection software program.

NOTE: Contractor is not required to perform annual or maintenance inspections of tank systems at facilities which are visited by staff of the Bureau of Weights and Measures Field Operations. These tank systems will be inspected as part of the petroleum inspection effort.

9. Issue initial orders and follow-up actions for tank system closures required by Wis. Admin. Code Ch. ATCP 93 unless it is mutually agreed that the order should be written by one of the Department's staff members. Maintain documentation of all inspections and orders, including re-inspections, to determine compliance with orders.
 10. Receive original contractor closure notices. Perform inspections at the closure of underground and aboveground tank systems or as directed by the Department or local municipal ordinance or policy.
 11. Issue enforcement orders and perform follow-up actions or investigations on violations of Wis. Admin. Code Ch. ATCP 93's groundwater protection and fire safety provisions, which are identified through: inspections, the plan review process, permit and registration processing, public inquiry or notice, etc. Maintain documentation of all inspections and orders, including, re-inspections to determine compliance with orders.
 12. Assure compliance with all applicable statutes and codes relating to workplace safety for Contractor's employees. The Department PROHIBITS CONFINED SPACE ENTRY WHEN PERFORMING ANY WORK UNDER THE REQUIREMENTS OF THIS CONTRACT.
- C. For the limited purposes of carrying out the inspection, enforcement and technical assistance functions in this section, the Contractor's authority shall be strictly limited to the duties described in this section, and the Contractor is not authorized to act as an agent of the Department for any other purposes. The Contractor is an independent contractor, and nothing in this Contract with the Department is intended to create an employment relationship

with the Department with either the Contractor or any of its employees. The Contractor is solely responsible for its actions and those of its employees in carrying out the functions specified under this Contract. The Department has sole authority to interpret the provisions of state and federal statutes and rules relating to petroleum storage tanks and may require the Contractor to rescind and/or re-issue any action, order, or technical advice that conflicts with the Department's interpretation.

III. TIME, COST AND ADMINISTRATION

- A. The Contractor may not charge fees for services provided under this Contract, except from the sources indicated.
- B. Total cost for the Contract shall not exceed the moneys provided through:
 - 1. Calculations for the respective state fiscal year payment based upon the dollar amounts specified in Section III, E. and the Department's tank database population on June 30th of the preceding year.
 - 2. The Contractor's share of installation inspection fees.
 - 3. Contractor's locally generated plan review fees.
 - 4. Any other funds generated at the local level through local permits, ordinance, etc.
 - 5. The Department will not be responsible for any payments in excess of the source amounts referred to in subsection A. Any request for an increase in payment in excess of the source amounts referred to in subsection A shall be made pursuant to Section I General, (S) Contract Modifications.
- C. Payments to the Contractor will be made monthly for installation and closure inspections reported to the Department and supported by a completed installation checklist. Payments to the Contractor for annual inspections will be made on approximately the 15th of the month following the month the inspection was submitted to the department.
- D. The Contractor is responsible for establishing and controlling expenditures within its budget to assure all services provided under the bid and subsequent contract are completed.
- E. The Department will pay the Contractor for the performance of services under this Contract as follows:

For State Fiscal Years 2021-2022

- 1. Annual Inspections of Underground Tank Systems. A Contractor with a voluntary services Contract shall be paid for its service area, corresponding to one or more fire jurisdictions, based upon annual recorded inspections and installation and closure inspection documentation submitted:
 - a) \$96 for each registered "federally regulated" UST system in use (Type 1),
 - b) \$65 for each registered "federally regulated" Temporarily-Out-of-Service UST (Type 2),
 - c) \$96 for each registered "heating fuel" UST greater than 4,000 gallons (Type 3),
- 2. Periodic Inspections of Aboveground Tank Systems. The amount the Contractor will be paid for each assigned "In use" aboveground tank system as identified in Section II. A. 3. of this Contract:
 - a) \$96 for each Vehicle fuel ASTs (Type 6)

- b) \$96 for each Non vehicle fuel ASTs (Type 7)
- 3. Installation. \$185 for the site UST Pre-installation scope and planning meeting. Plus the Contractor's share of ATCP 93 installation inspection fees. For installation inspections of plans reviewed at the state level, 100% of the ATCP 93 installation inspection fee charged.
- 4. Closure. \$96 for the site UST closure inspection. \$50 for UST piping closure inspection only. \$40 for the site AST closure inspection.
- 5. Performance Fee. In non-audit years, a fee equal to 7.5% of the annual inspection payment will be paid to the Contractor, at the end of the current fiscal year, if the Department determined that the Contractor had met all contract expectations, in regards to completion of assignments, for the current fiscal year. In fiscal years when an audit is conducted of the previous fiscal years' performance, the audit will be used to determine if the Contractor met all contract expectations for the year being audited. If the audit concludes that the Contractor did not meet all contract expectations for the fiscal year under review, and the performance fee was already paid for that fiscal year, all or a portion of the performance fee for the current fiscal year may be forfeited.
- F. In addition to the funding provided by the Department, the Contractor may have available the funds generated through the local plan review process and any permit fees established by ordinance on a local level. The Contractor must charge according to the plan review and inspection fees established in Wis. Admin. Code Ch. ATCP 93.
- G. The Department retains the sole authority to determine the amount of monies payable to the Contractor for services provided by the Contractor under this Contract.

ATTACHMENT 1

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Standard Terms and Conditions (Request for Bids / Proposals)

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letter- head, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- A good faith dispute creates an exception to prompt payment.
- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements

are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

15.0 APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

16.0 ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

17.0 ASSIGNMENT: No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

18.0 WORK CENTER CRITERIA: A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

19.1 Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions

on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

19.2 The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

19.3 Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

19.4 Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

19.5 Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

20.0 PATENT INFRINGEMENT: The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

21.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

22.0 WARRANTY: Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

23.0 INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:

23.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

23.2 Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract.

Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

23.3 The state reserves the right to require higher or lower limits where warranted.

24.0 CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

25.0 VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

26.0 PUBLIC RECORDS ACCESS: It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

27.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

27.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.

27.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information, and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

28.0 DISCLOSURE: If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

29.0 RECYCLED MATERIALS: The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.

30.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

32.0 HOLD HARMLESS: The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

33.0 FOREIGN CORPORATION: A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

34.0 WORK CENTER PROGRAM: The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog

for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

35.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.



Supplemental Standard Terms and Conditions for Procurements for Services

1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT: The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.

2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

2.1 The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;

2.2 Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and

2.3 No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.

2.4 Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)

He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.

3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:

3.1 Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision,

in writing, if those activities of the potential contractor will not be adverse to the interests of the state.

3.2 Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.

4.0 DUAL EMPLOYMENT: Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

5.0 EMPLOYMENT: The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.

6.0 CONFLICT OF INTEREST: Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.

7.0 RECORDKEEPING AND RECORD RETENTION: The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor.

It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The

contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

8.0 INDEPENDENT CAPACITY OF CONTRACTOR: The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the state.

ATTACHMENT 2

UST/AST Installation / Closure Inspection Requirements

The purpose of the installation inspection is to maintain regulatory oversight of systems that have a potential to pose significant risk to fire safety and environmental contamination if not properly installed. The inspector functions as a liaison for the state regulatory and enforcement program and as a monitor to protect the interests of the owner.

The concept behind the installation inspection requirements and Departmental requirements is a pre-installation visit to establish expectations in administrative and operational aspects throughout the installation process, and to monitor at least two milestones as the installation progresses. The pre-installation scope and planning meeting is intended to develop a strategy for communications between the inspection agency and the contractor. This strategy to assure that adequate notification is made to accommodate, in a timely manner, the inspection points throughout the installation process and what must be in place, operationally and administratively, for the inspector to sign-off prior to placing the system into operation. The optimum time for the pre-installation scope and planning meeting is during the air test of the tanks after they have been unloaded, prior to being placed in the excavation.

The department has established two inspection oversight milestones as the installation progresses. However, two inspections may not be adequate to maintain proper regulatory oversight during the installation process, depending upon the magnitude or scheduling of the installation. Regulatory inspection oversight may be maintained at some AST installations through one inspection just prior to placing the system in operation.

The first inspection milestone is after the major excavation work has been completed and the primary components of the system are in place. The piping will be exposed and the line pressure test will be taking place prior to connection to the dispenser and the tank.

The final inspection milestone will be conducted prior to placing the system into operation. This inspection is intended to confirm the previous work, verify the integrity of the system and the leak detection methodology in place, and bring the administrative process to closure.

The Department has taken the position that if the Contractor gives adequate notice to the LPO for a pending installation inspection, conflicts with the LPO's schedule should not hold-up the Contractor's progress. This does not mean that the inspector's inspection obligations or the regulatory oversight are diminished. The inspector may authorize the Contractor to continue, but the Contractor must allow provisions for verification of specific inspection points. Examples are burial depth, slope, flex connectors, anodes, isolation bushings, etc. The inspector has the authority to require that the Contractor provide specific accommodations to facilitate inspection. Restricting the amount of trench backfilled and/or providing photographs are just two means an inspector may use to maintain verification oversight.

The final inspection is extremely important. The inspector conducting the final inspection is signing the form confirming that the final and all prior inspections have been thorough, all components are in place, and that no changes have occurred that are not documented. It is the Department's expectation that the final inspection will involve a walk-through visual inspection of the entire system from the storage tank to the dispenser. The inspector will have access covers and dispenser doors opened to accommodate a visual verification.

The following Installation Inspection Requirements is designed to serve as an internal check for the inspector, enabling the inspector to gauge his/her thoroughness and consistency when conducting installation inspections. This guide can be used in many ways, individually or by the agency when multiple inspectors are involved with a site through the duration of the installation.

Pre-installation Scope and Planning Meeting Expectations

- ◆ Discuss administrative aspects and how contractor will verify and document integrity and diagnostic tests, e.g., sump containment tightness, system leak detection, corrosion protection, overfill alarm, etc.
- ◆ Verify that system is being installed within the restrictions of the respective Material Approval or Petition For Variance.
- ◆ Verify tank, dispenser and emergency control locations and setbacks as reflected on the plan.
- ◆ Discuss potential plan revision items.
- ◆ Discuss areas of the installation that are not under the responsibility of the tank system equipment contractor, e.g., electrical.
- ◆ Confirm methods of leak detection, corrosion protection, and overfill prevention.
- ◆ Agree on notification / inspection time perimeters, flexibility, etc.
- ◆ Discuss other key inspection or contractor employees that may be working on this site, signing inspection forms, and serve as contact for status inquires.
- ◆ Discuss third-party contractors that may be involved, e.g., fencing contractor, tightness tester, etc.
- ◆ Discuss who will be attending final inspection, what must be accessible and available, and verify the credentials of the person in attendance.

Installation Inspection Expectations:

Installation inspections commence when the installation, retro-fit, upgrade or remodeling is underway. The inspector is expected to assess that the installation is being conducted in accordance with the respective national standards, Petition For Variance, Material Approvals and ATCP 93 and conforms to the system installation plan or revision. The Department does not expect the LPO inspector to attend the duration of component integrity or diagnostic testing. It is the expectation of the Department that the inspector visit the site at some point in time during or immediately after a component test, such as the initial pipe tightness test or the pre-operational tank system tightness test, is conducted. The department expects that the inspector will review test procedure and component test results to confirm that the test procedure and results are documented.

UST Closure Inspections

The inspector shall visit the site preferably during the excavation activity, but prior to backfill to assess the following:

- ◆ That soil sampling was performed for federally regulated and heating fuel tanks larger than 4,000 gallon capacity and for other USTs where contamination is suspected.
- ◆ Individual performing the soil sampling is a current Certified Site Assessor.
- ◆ For sites with contamination, the inspector should discuss with the closure contractor the suspected source of the contamination (tank leak, pipe leak, spill and overfill source, etc.) and document that on the closure checklist.
- ◆ Confirm who is making DNR notification.

Major Site Inspection Components

These guidelines should be used in conjunction with the installation checklists.

A. Administrative

Plan review verification.

- Approved plans on site.
- Installation Inspection Checklist started.
- Tank capacity and number corresponds with submittal.
- Tank setbacks within restrictions. (Property line, buildings, LP tanks, etc.)
- Dispenser setback. (Building, retail/nonretail, kerosene dispensing, etc.)
- Access manways installed corresponding with submittal.
- Overfill devices.
- Spill containment.
- If changes have been made is there a plan revision on site.
- Tank soap test documentation on site or proof of factory vacuum integrity throughout installation process.
- Material Approval (if applicable) for pipe, leak detection, tank, flex connectors, dike liners.
- Installation according to Plan Review, Material Approval, or Petition For Variance.
- Certified person on site.

B. Piping

Precision Test.

- Primary piping been completed and test information documented by technician.
- Secondary piping been completed and test information documented by technician.

Peripherals.

- Slope or configuration of piping/pipe run is code complying.
- Piping has mechanical listed flex connectors at tank and dispenser (except for flexible piping with material approval).
- Emergency shut-off valve with fusible link is positioned according to manufacturer's specifications.
- Vent pipes for class 1 products minimum 12' above grade and 5 feet from building openings.
- Vent pipes for class II products minimum 4' above grade or highest snow height.

C. Cathodic Protection Systems

- Anodes placed as approved.
- Impressed current CP - conductor buried at least 24" below finished grade.
- Test stations installed.
- Test conducted for effectiveness, if so is copy of test results on site.
- Verification of CP designer, installer, etc. NACE qualifications/certification.

D. Release Detection

- Precision test has been conducted on tank and lines prior to placing the system into operation.
- All leak detection methodology has Material Approval.
- Leak detection methodology applies to the system in place.
 - Capacity of tank and piping.
 - Manifoldd tanks.

Automatic Tank Gauging.

- Diagnostic and calibration test conducted on ATG system.
- Setup print-outs submitted to DATCP with installation checklist.

Interstitial Monitoring.

- All Interstitial monitoring systems whether mechanical or electrical, require precise installation, and testing.
- Recordkeeping system established.

Statistical Inventory Reconciliation.

- Recordkeeping system established.

Electronic Line Leak Detector

- Verification that electronic line leak detector was checked to trip at 3 GPH @ 10 psi equivalent (max.) flow rate.
- If used for startup test and/or annual precision test of piping a diagnostic check and documentation of a passed tightness test (to specifications on Material Approval) of pipe.

Mechanical Flow Restrictor

- Verification that mechanical flow restrictor was checked to trip at 3 GPH@ 10 psi equivalent (max.) flow rate.

E. Site Overview Inspection

- Fill pipe caps and manhole covers color-coded appropriate for product.
- An emergency breakaway on each Class I and II liquid hose.
- Are fuel oil and kerosene dispensers at least 20 feet away from dispensing equipment for class I and II motor fuel liquids?
- Operating instructions and emergency instructions for unattended self-service stations.
- Stop motor and no smoking signs posted.
- Are dispensers mounted and bolted down properly.
- Emergency shut off installed inside building and working.
- Push-to-stop button on dispensers (if required).
- Unattended fueling - Emergency electrical disconnect device installed and visible.

F. Documentation and Training

- Site address, installation specifications and data on installation plans, installation inspection checklist, and inventory forms match.
- Components installed correspond with components on plan submittal.
- Copy of startup test(s) included with submittal of Installation Checklist.
- Owner/operator been trained in the use of the leak detection and monitoring system *before* the system has been place into service.
- Owner has been provided with all installation, operating instructions, and Material Approval documents for all components of the tank system.
- Owner/operator has all documents available for inspection, as required.

G. Post Inspection Notification to Bureau of Weights and Measures Field Operations

For *retail sites*, send Fax or E-mail notification to the respective Weights and Measures Field Operations office that the installation inspection has been completed.

If all the respective requirements of this guideline cannot be met, the system should not be allowed to be put into service.

End of Contract

Chippewa Falls All City Equipment Replacement Schedule Committee #1, May 14, 2020

Year	Fire Dept.	Parks, Rec. & Forestry Dept.	Street Dept.	Engineering Dept	City Hall & Library	Total Per Year
2021	\$600,000.00	\$55,000.00	\$400,000.00			\$1,055,000.00
2022	\$180,000.00	\$55,000.00	\$400,000.00		\$30,000.00	\$665,000.00
2023		\$55,000.00	\$400,000.00	\$37,000.00		\$492,000.00
2024	\$180,000.00	\$55,000.00	\$400,000.00			\$635,000.00
2025		\$55,000.00	\$400,000.00			\$455,000.00
2026	\$780,000.00	\$55,000.00	\$400,000.00			\$1,235,000.00
2027		\$55,000.00	\$400,000.00			\$455,000.00
2028	\$180,000.00	\$55,000.00	\$400,000.00			\$635,000.00
2029		\$55,000.00	\$400,000.00			\$455,000.00
2030	\$180,000.00	\$55,000.00	\$400,000.00			\$635,000.00
2031		\$55,000.00	\$400,000.00			\$455,000.00
2032	\$180,000.00	\$55,000.00	\$400,000.00	\$40,000.00		\$675,000.00
2033	\$700,000.00	\$55,000.00	\$400,000.00		\$35,000.00	\$1,190,000.00
Total	\$2,980,000.00	\$715,000.00	\$5,200,000.00	\$77,000.00	\$65,000.00	\$9,037,000.00

2020 – 2028 Equipment Replacement Plan

2020

1 - One Ton Truck	\$40,000.00
1 - One Ton Truck with plow/sander	\$65,000.00
1 – Sign Truck	\$40,000.00
1 – Skid Loader	\$55,000.00
1 – Semi Tractor/trailer	\$150,000.00

2021

1 – Front End Loader	\$170,000.00
1 - 9 Wheel Roller	\$120,000.00
2– Plow Trucks	\$350,000.00

2022

2 - One Ton Trucks	\$85,000.00
1 – Track type Backhoe	\$250,000.00
1 – Hot Melt Kettle	\$45,000.00
1 – Tractor Snow blower	\$30,000.00

2023

2 – Plow Trucks	\$350,000.00
1 – Chip Spreader	\$100,000.00

2024

1 – Front End Loader	\$180,000.00
1 – Snow Blower	\$150,000.00
1 – Paint Truck	\$80,000.00

2025

1 – Plow Trucks	\$195,000.00
1 – Large Roller	\$175,000.00
1 - Shop Service Truck	\$70,000.00

2026

1 – Oil Distributor	\$200,000.00
1 – Motor Grader	\$325,000.00

2027

1 – Paver	\$200,000.00
1 – Front End Loader	\$200,000.00

2028

1 – Skid Loader	\$65,000.00
1 – Plow Truck	\$190,000.00
1 – Shop Parts Truck	\$35,000.00
1 – Backup generator	\$50,000.00

10 Year Equipment Replacement Plan 2017-2026

Equipment not purchased in 2015

1 – Plow/Dump Truck \$160,000.00
2 – One Ton Trucks \$70,000.00

Equipment not purchased in 2016

2- Plow/dump Trucks \$320,000.00

2017

2 – Plow/Dump Trucks \$320,000.00
1 – One Ton Truck \$35,000.00
1 – Hot Melt Kettle \$45,000.00

2018

1 – Motor Grader \$320,000.00
1 – One Ton truck \$40,000.00
1 – Sign truck \$40,000.00

2019

2 – Plow/Dump Trucks \$340,000.00
2 – One ton Trucks \$80,000.00
From 2015 Request

2020

1 – Gas System \$250,000.00
1 – Track-Type Back-Hoe \$250,000.00
1 – Plow/Dump Truck \$180,000.00
From 2015 Request

2021

1 – Front End Loader \$170,000.00
1 - 9 Wheel Roller \$120,000.00
1 – Skid-Steer \$55,000.00

2022

1 – Motor Grader \$300,000.00
1 – Snow Blower \$150,000.00

2023

1 – Chip Spreader \$100,000.00
1 – Paint Truck \$75,000.00
1 – Small Roller \$60,000.00
1 – Oil Distributor \$200,000.00

2024

1 – Front End Loader \$190,000.00
1 – Large Roller \$150,000.00
1 – Paver \$175,000.00

2025

1 – Semi-tractor/trailer \$150,000.00
1- Shop Truck \$55,000.00
1 – Fork lift \$50,000.00

2026

1 – Front End Loader \$190,000.00
1 – Skid Loader \$60,000.00
1 – Plow/Dump truck \$190,000.00

Fleet #	Equipment	Est. Value	Recent Repairs	Cost of Repair Needed	
40	1997 F350 1 - Ton Truck	\$3,000.00	\$910.00	\$2,355.00	Repaired flat bed. Bad engine oil leak
37	1997 F350 1 - Ton Truck	\$3,000.00	\$760.00		Replaced Spring Hangers Frame rusted through if crack shows up not driveable.
30	1994 F350 Sign Truck	\$2,000.00		\$7,660.00	Transmission slipping. Replace spring, hanger and cab mounts
8	1985 Mack Semi-tractor	???		\$2,100.00	Head Gasket leaks
140	1973 Lowboy Trailer	????		\$3,500.00	Rebuild Deck
81	2008 John Deere 320 Skid Loader	\$10,000.00	\$1,100.00		Yearly repair cost \$1000.00 New \$1.25 per hour Last year \$6.00 per hour
42	1999 Dodge 1500 Pick-up	\$2,500.00	\$800.00		Replace Dash

10 1997 Ford L-8000 Salt Truck \$4,000.00
 to be replaced by 1997 Lowboy Spread Trucks

14	2000 Sterling I-8511 Dump Truck	\$6,000.00	\$600.00	\$4,300.00	Tailgate, Valves and Engine issues
5	1995 Ford L-8000 Salt Truck	\$4,000.00	\$700.00	\$2500.00 - \$3500.00	Apron chain Valving issues

19 2000 Sterling I-8511 Dump Truck \$6,000.00
 Box Lift and Tires \$26,500.00

Reused Equipment

Engineering Dept. 1 - 2014 Ford Explorer (acquired 2017 Squad Car)

1 – 2001 GMC Sonoma S-15 (acquired 2012 Waste Water Dept.)

Inspections Dept. 1 - 2013 Ford Explorer (acquired 2017 Squad Car)

Parks, Rec. and Forestry Dept. 1 - 2013 Ford Explorer (acquired 2019 Squad Car)

1 - 2016 Ford Explorer (acquired 2019 Squad Car)

City Hall 1 – 2005 Dodge 2500 Pick-up (acquired 2018 Water Dept.)

Street Dept. – 1 - 2014 Ford Explorer (acquired 2016 Squad Car)

1 - Squad Car coming soon.

1 – 1994 Ford F350 (acquired 2004 Water Dept.)

1 – 1999 Dodge 1500 Pick-up (acquired 2014 Water Dept.)

1 – 1998 Dodge (acquired 2014 Waste Water Dept.)

1 - 1998 Dodge 1-ton truck (acquired 2009 Water Dept.)

The above 12 vehicles would have cost the City of Chippewa Falls approximately \$240,000.00 more if they had been purchased new.

Crushing Proposal

Last year the City of Chippewa Falls purchased 4400 tons of base coarse at \$6.60 per ton. Total cost \$29,000.00. with the project that need to be done this year we will need to purchase approx. 4000 tons of base coarse at \$7.00 per ton. Total cost \$28,000.00. the two year total is \$57,000.00.

The City owns 31,000 tons of recyclable material. The going rate to have a contractor come in and crush that material is \$4.00 per ton. If we hire someone to crush the City material we would save \$3.00 per ton.

Cost to crush 31,000 tons - \$124,000.00

Cost to purchase 31,000.00 tons - \$217,000.00

Savings of \$93,000.00 and enough base coarse for over 7years at our current usage rate.