



FINANCE COMMITTEE MEETING AGENDA

MONDAY, SEPTEMBER 25, 2023 AT 5:30 PM

MUNICIPAL BUILDING COUNCIL CHAMBERS – 106 JONES STREET, WATERTOWN, WI 53094

By Phone or GoToMeeting: Members of the media and the public may attend by calling:

+1 (571) 317-3122 **Access Code:** 153-925-469 or <https://www.gotomeet.me/EMcFarland>

All public participants' phones will be muted during the meeting except during the public comment period.

1. CALL TO ORDER

2. REVIEW AND APPROVE MINUTES

- A. Finance Committee minutes of September 11, 2023

3. BUSINESS

- A. Review and approve: Environmental Health Fee Schedule update
- B. Review and take action: approve agreement for 2024-2026 Tourism Promotion Services
- C. Review and take action: approve 2024 Service Agreement Between the City of Watertown and the Watertown Humane Society and discuss budget request for financial assistance for shelter renovations
- D. Review and take action: Solid Waste Division submitting Recycling Grant Application for 2024
- E. Review and take possible action: Approve Wisconsin Department of Transportation State Municipal Financial Agreement for Western Avenue Reconstruction Project
- F. Review and take possible action: Labaree Street STP-Urban Grant Submittal
- G. Review and take possible action: S. Church Street Shared-use Path TAP Grant Submittal
- H. Review and take action: hire Robert Goodle to fill the open vacancy with the wastewater team as the Collection System Specialist at Grade H Step 1 (\$23.47/hr.)
- I. Review and take action: approve one-step adjustment for wastewater employee
- J. Review and take possible action: Change Order No. 2 with K&K Masonry on Riverside Park Wall Project for \$28,000
- K. Review and take action: Exercise of Options year four with Passenger Transit
- L. Review and take action: authorize write off of uncollectible delinquent personal property taxes
- M. No action - Information only: Library appraisal report (8/1/23)
- N. Convene into closed session per Wis. Stat. Sec.19.85(1)(e) for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (Main Street Bridge)
- O. Reconvene into open session
- P. Review and take possible action: Award Masonic Temple Stabilization Project Phase 1 to McMullen and Pitz Construction Company

4. ADJOURNMENT

Persons requiring other reasonable accommodations for any of the above meetings, may contact the office of the City Clerk at mdunneisen@watertownwi.gov, phone 920-262-4006

A quorum of any City of Watertown Council, Committee, Board, Commission, or other body, may be present at this meeting for observing and gathering of information only



FINANCE COMMITTEE MEETING MINUTES

MONDAY, SEPTEMBER 11, 2023, AT 5:30 PM

MUNICIPAL BUILDING COUNCIL CHAMBERS – 106 JONES STREET, WATERTOWN, WI 53094

Members present: Mayor McFarland, Alderpersons Bartz, Davis, Lampe, Moldenhauer (video)

Others present: Finance Director Stevens, City Attorney Chesebro (video), Fire Chief Teesch, Police Chief Kaminski, Parks/Recreation Director Butteris (video), Street Operations Manager Winkelman (video), Ben Olsen, Anthony Rauterberg, fire fighters, Andrea Jansen (Baker Tilley)

1. **Call to order.** Mayor McFarland called the meeting to order at 5:31 p.m.
2. Ald. Lampe moved, seconded by Ald. Davis, to **approve the minutes** of meetings taking place **August 21 and September 5**. Approved unanimously.
3. Ms. Andrea Jansen, partner at Baker Tilly, reviewed the **preliminary audited financial statements of the City for 2022**. A clean opinion (positive review) has been issued. A single audit was required as well because over \$750,000 of federal grant funding was received (primarily due to ARPA). A document called “2022 Financial Highlights” was presented that included a summary of General Fund results, General Obligation debt capacity, debt service, and the operating results of the water, wastewater, and storm water utilities.
4. Parks/Recreation Director Butteris requested permission to **apply for the WI DNR 2024 Urban Forestry grant for \$25,000 matching funds** to help treat approximately 40 trees against emerald ash borer and replace others. Ald. Davis, supported by Ald. Bartz, moved to approve pursuit of grant. All agreed.
5. An initial **draft of the MOU for use and cost sharing between the City and Watertown Public Library** was presented. Finance Director Stevens suggested a reordering of wording for “6. Other Operating Expenses” along with a date change to September 15 instead of October 1. Ald. Davis, seconded by Ald. Lampe, moved to approve the MOU with suggested changes for presentation to the Library Board.
6. Attorney Chesebro explained two documents:
 - a. agreement to **transfer ownership of PIN 28-291-0815-0424-088** to the City by providing a deed in exchange for a waiver of outstanding property taxes and utility billing
 - b. intergovernmental agreement between County of Jefferson and City of Watertown to **address the safety concerns at 100 Western Avenue**, Watertown, by razing the structure

Ald. Moldenhauer moves, supported by Ald. Bartz, to move forward with both agreements. The committee approved unanimously.
7. Finance Director Stevens provided a **General Fund income statement through August** with summary comments on a couple income accounts that will exceed budgeted expectations along with a couple expense accounts that are trending over anticipated budgets.
8. Ald. Bartz moved, seconded by Ald. Lampe, to **convene into closed session** per Wis. Stat. Sec. 19.85(1)(g) to confer with legal counsel of the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (Expenses for Pride in the Park). The committee approved via roll call vote.

9. The committee reconvened into open session.
10. A motion was made by Ald. Lampe, seconded by Ald. Bartz to **convene into closed session** per § 19.85(c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility (Police Union Contract). Unanimous roll call vote.
11. The committee reconvened into open session.
12. Ald. Lampe, supported by Ald. Bartz, motioned to accept the **Police Union contract for 2024 through 2025** as discussed in closed session. The committee approved unanimously.
13. A motion was made by Ald. Moldenhauer, seconded by Ald. Bartz, to **convene into closed session** per § 19.85(c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility (Contract Negotiations with IAFF Local 877). A roll call vote was taken to approve motion.
14. The committee reconvened into open session.
15. Adjournment. Ald. Bartz moved to adjourn, seconded by Ald. Lampe, at 9:15 pm and carried by unanimous voice vote.

Respectfully submitted,

Mark Stevens, Finance Director

Note: These minutes are uncorrected, and any corrections made thereto will be noted in the proceedings at which these minutes are approved.

Environmental Health Fee Schedule

Wording in red font are updates to names of categories or additional categories found in the updated ATCP 76 (Recreational Water) and ATCP 78 (Recreational/Education Camp) codes

Type	Current Fees
1. Retail Food Establishments - Serving Meals (includes mobile retail food establishment - serving meals)	
(a) Retail Food Serving Meals - Prepackaged TCS	
1. License Fee	\$124.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$134.00
Pre-inspection Fee for Change of Owner	\$100.00
3. Re-inspection Fee	\$175.00
4. Re-inspection 2 Fee	\$175.00
5. Late Fee	\$21.00
(b) Retail Food Serving Meals - Low Simple	
1. License Fee	\$269.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$332.00
Pre-inspection Fee for Change of Owner	\$249.00
3. Re-inspection Fee	\$175.00
4. Re-inspection 2 Fee	\$326.00
5. Late Fee	\$46.00
(c) Retail Food Serving Meals - Moderate	
1. License Fee	\$387.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$488.00
Pre-inspection Fee for Change of Owner	\$366.00
3. Re-inspection Fee	\$175.00
4. Re-inspection 2 Fee	\$479.00
5. Late Fee	\$66.00
(d) Retail Food Serving Meals - Complex	
1. License Fee	\$632.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$798.00
Pre-inspection Fee for Change of Owner	\$598.00
3. Re-inspection Fee	\$175.00
4. Re-inspection 2 Fee	\$785.00
5. Late Fee	\$108.00
(e) Mobile Retail Food Establishment Base - No Food Preparation or Processing Activities	
1. License Fee	\$51.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$0.00
Pre-inspection Fee for Change of Owner	\$0.00
3. Re-inspection Fee	\$45.00
4. Re-inspection 2 Fee	\$45.00
5. Late Fee	\$9.00
(f) Transient Retail Food - TCS	
1. License Fee	\$200.00
(g) Transient Retail Food - Non-TCS	
1. License Fee	\$80.00
(h) Transient Retail Food - Prepackaged TCS	
1. License Fee	\$50.00
2. Bed and Breakfast	
1. License Fee	\$129.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$306.00
Pre-inspection Fee for Change of Owner	\$229.00
3. Re-inspection Fee	\$200.00
4. Re-inspection 2 Fee	\$200.00

<u>Type</u>	<u>Current Fees</u>
5. Late Fee	\$85.00
3. Hotel/Motel/Tourist Rooming House	
(a) Hotel/Motel 05-30 Sleeping Rooms	
1. License Fee	\$241.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$489.00
Pre-inspection Fee for Change of Owner	\$366.00
3. Re-inspection Fee	\$200.00
4. Re-inspection 2 Fee	\$295.00
5. Late Fee	\$85.00
(b) Hotel/Motel 31-99 Sleeping Rooms	
1. License Fee	\$329.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$678.00
Pre-inspection Fee for Change of Owner	\$508.00
3. Re-inspection Fee	\$200.00
4. Re-inspection 2 Fee	\$408.00
5. Late Fee	\$85.00
(c) Hotel/Motel 100 – 199 Sleeping Rooms	
1. License Fee	\$417.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$810.00
Pre-inspection Fee for Change of Owner	\$607.00
3. Re-inspection Fee	\$200.00
4. Re-inspection 2 Fee	\$515.00
5. Late Fee	\$85.00
(d) Hotel/Motel 200 or more Sleeping Rooms	
1. License Fee	\$574.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$1,208.00
Pre-inspection Fee for Change of Owner	\$906.00
3. Re-inspection Fee	\$200.00
4. Re-inspection 2 Fee	\$714.00
5. Late Fee	\$85.00
(e) Tourist Rooming House (1-4 rooms)	
1. License Fee	\$129.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$306.00
Pre-inspection Fee for Change of Owner	\$229.00
3. Re-inspection Fee	\$200.00
4. Re-inspection 2 Fee	\$200.00
5. Late Fee	\$85.00
5. Campground	
(a) Campgrounds (1-25 sites)	
1. License Fee	\$205.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$387.00
Pre-inspection Fee for Change of Owner	\$290.00
3. Re-inspection Fee	\$200.00
4. Re-inspection 2 Fee	\$244.00
5. Late Fee	\$85.00
(b) Campground (26-50 sites)	
1. License Fee	\$294.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$576.00
Pre-inspection Fee for Change of Owner	\$432.00
3. Re-inspection Fee	\$200.00
4. Re-inspection 2 Fee	\$357.00
5. Late Fee	\$85.00
(c) Campground (51-100 sites)	
1. License Fee	\$358.00

Type	Current Fees
2. Pre-inspection Fee For New Buildings or Change of Use	\$714.00
Pre-inspection Fee for Change of Owner	\$535.00
3. Re-inspection Fee	\$200.00
4. Re-inspection 2 Fee	\$433.00
5. Late Fee	\$85.00

(d) Campground (101 - 199 sites)

1. License Fee	\$417.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$846.00
Pre-inspection Fee for Change of Owner	\$634.00
3. Re-inspection Fee	\$200.00
4. Re-inspection 2 Fee	\$510.00
5. Late Fee	\$85.00

(e) Campground (200 or more sites)

1. License Fee	\$481.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$984.00
Pre-inspection Fee for Change of Owner	\$738.00
3. Re-inspection Fee	\$200.00
4. Re-inspection 2 Fee	\$591.00
5. Late Fee	\$85.00

(f) Recreational/Educational Camps

1. License Fee	\$592.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$1,224.00
Pre-inspection Fee for Change of Owner	\$918.00
3. Re-inspection Fee	\$200.00
4. Re-inspection 2 Fee	\$734.00
5. Late Fee	\$85.00

Recreational/Education Camps- Simple	DATCP Fees	Proposed
1. License Fee	\$510.00	\$572.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$1,020.00	\$1,020.00
Pre-inspection Fee for Change of Owner		\$765.00
3. Re-inspection Fee	\$200.00	\$200.00
4. Re-inspection 2 Fee	\$300.00	\$300.00
5. Late Fee	\$102.00	\$102.00

Recreational/Education Camps - Simple w/ Hospitality

1. License Fee	\$562.00	\$630.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$1,124.00	\$1,124.00
Pre-inspection Fee for Change of Owner		\$843.00
3. Re-inspection Fee	\$200.00	\$200.00
4. Re-inspection 2 Fee	\$300.00	\$300.00
5. Late Fee	\$112.00	\$112.00

Recreational/Education Camps- Moderate

1. License Fee	\$555.00	\$622.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$1,110.00	\$1,110.00
Pre-inspection Fee for Change of Owner		\$833.00
3. Re-inspection Fee	\$200.00	\$200.00
4. Re-inspection 2 Fee	\$300.00	\$300.00
5. Late Fee	\$111.00	\$111.00

Recreational/Education Camps - Moderate w/ Hospitality

1. License Fee	\$661.00	\$741.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$1,322.00	\$1,322.00
Pre-inspection Fee for Change of Owner		\$992.00
3. Re-inspection Fee	\$200.00	\$200.00
4. Re-inspection 2 Fee	\$300.00	\$300.00
5. Late Fee	\$132.00	\$132.00

Recreational/Education Camps- Complex

1. License Fee	\$593.00	\$665.00
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Type	Current Fees	
2. Pre-inspection Fee For New Buildings or Change of Use	\$1,186.00	\$1,186.00
Pre-inspection Fee for Change of Owner		\$890.00
3. Re-inspection Fee	\$200.00	\$200.00
4. Re-inspection 2 Fee	\$300.00	\$300.00
5. Late Fee	\$119.00	\$119.00
Recreational/Education Camps - Complex w/ Hospitality		
1. License Fee	\$744.00	\$834.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$1,488.00	\$1,488.00
Pre-inspection Fee for Change of Owner		\$1,116.00
3. Re-inspection Fee	\$200.00	\$200.00
4. Re-inspection 2 Fee	\$300.00	\$300.00
5. Late Fee	\$149.00	\$149.00
6. School Inspections (no state reimbursement, not a license)		
(a) Full Service Kitchen	\$460.00	
(b) Full Service Pre-Inspection Fee		
(c) Satellite Kitchen	\$157.00	
(d) Satellite Kitchen pre-Inspection		
7. Retail Food Establishments - Not Serving Meals (includes mobile retail food establishment - not serving meals)		
(a) Retail Food Not Serving Meal - Complex		
1. License Fee	\$1,124.00	
2. Pre-inspection Fee For New Buildings or Change of Use	\$1,020.00	
Pre-inspection Fee for Change of Owner	\$765.00	
3. Re-inspection Fee	\$175.00	
4. Re-inspection 2 Fee	\$459.00	
5. Late Fee	\$137.00	
(b) Retail Food Not Serving Meals - Moderate		
1. License Fee	\$435.00	
2. Pre-inspection Fee For New Buildings or Change of Use	\$408.00	
Pre-inspection Fee for Change of Owner	\$306.00	
3. Re-inspection Fee	\$175.00	
4. Re-inspection 2 Fee	\$193.00	
5. Late Fee	\$53.00	
(c) Retail Food Not Serving Meals - Simple-TCS		
1. License Fee	\$312.00	
2. Pre-inspection Fee For New Buildings or Change of Use	\$306.00	
Pre-inspection Fee for Change of Owner	\$229.00	
3. Re-inspection Fee	\$175.00	
4. Re-inspection 2 Fee	\$193.00	
5. Late Fee	\$38.00	
(d) Retail Food Not Serving Meals - Simple - Non-TCS		
1. License Fee	\$99.00	
2. Pre-inspection Fee For New Buildings or Change of Use	\$91.00	
Pre-inspection Fee for Change of Owner	\$68.00	
3. Re-inspection Fee	\$175.00	
4. Re-inspection 2 Fee	\$175.00	
5. Late Fee	\$12.00	
(e) Retail Food Not Serving Meals - Prepackaged TCS		
1. License Fee	\$53.00	
2. Pre-inspection Fee For New Buildings or Change of Use	\$0.00	
Pre-inspection Fee for Change of Owner	\$0.00	
3. Re-inspection Fee	\$175.00	
4. Re-inspection 2 Fee	\$175.00	
5. Late Fee	\$9.00	

Type	Current Fees
(f) Mobile Retail Food Establishment Base - No Food Preparation or Processing Activities	
1. License Fee	\$51.00
2. Pre-Inspection Fee For New Buildings or Change of Use	\$0.00
Pre-Inspection Fee for Change of Owner	\$0.00
3. Re-Inspection Fee	\$45.00
4. Re-Inspection 2 Fee	\$45.00
5. Late Fee	\$9.00
(g) Micro Markets - Single Location	
1. License Fee	\$45.00
2. Late Fee	\$8.00
(h) Micro Markets - Multiple Locations (on the same premises)	
1. License Fee	\$68.00
2. Late Fee	\$12.00
(i) Inspection fee for mobile retail food stands (no state reimbursement, not a license)	
	\$20.00
8. Tattoo and Body-Piercing	
(a) Tattoo or body-piercing establishment	
1. License Fee	\$158.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$260.00
Pre-inspection Fee for Change of Owner	\$195.00
3. Re-inspection Fee	\$100.00
4. Re-inspection 2 Fee	\$100.00
5. Late Fee	\$85.00
(b) Combined tattoo and body-piercing establishment	
1. License Fee	\$258.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$408.00
Pre-inspection Fee for Change of Owner	\$306.00
3. Re-inspection Fee	\$100.00
4. Re-inspection 2 Fee	\$100.00
5. Late Fee	\$85.00
(c) Temporary License	\$115.00
9. Recreational Water	
(a) Public Swimming Pools	
1. License Fee	\$345.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$156.00
Pre-inspection Fee for Change of Owner	\$117.00
3. Re-inspection fee	\$100.00
4. Re-inspection 2 Fee	\$100.00
5. Late Fee	\$75.00
(b) Swimming pools with Water Attraction	
1. License Fee	\$345.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$182.00
Pre-inspection Fee for Change of Owner	\$136.00
3. Re-inspection fee	\$100.00
4. Re-inspection 2 Fee	\$100.00
5. Late Fee	\$75.00
(c) Swimming pools with Water Attraction with up to 2 slides	
1. License Fee	\$202.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$260.00
Pre-inspection Fee for Change of Owner	\$195.00

Type	Current Fees
3- Re-inspection fee	\$100.00
4- Re-inspection 2 Fee	\$100.00
5- Late Fee	\$75.00
(d) Swimming Pools with Additional Poolslides	
1- License Fee	\$191.00
2- Pre-inspection Fee For New Buildings or Change of Use	\$150.00
Pre-inspection Fee for Change of Owner	\$112.00
3- Re-inspection fee	\$100.00
4- Re-inspection 2 Fee	\$100.00
5- Late Fee	\$75.00
(e) Swimming Pools with Additional Waterslides	
1- License Fee	\$191.00
2- Pre-inspection Fee For New Buildings or Change of Use	\$150.00
Pre-inspection Fee for Change of Owner	\$112.00
3- Re-inspection fee	\$100.00
4- Re-inspection 2 Fee	\$100.00
5- Late Fee	\$75.00

	DATCP Fees	Proposed
Simple Pool		
1. License Fee	\$208.00	\$232.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$208.00	\$208.00
Pre-inspection Fee for Change of Owner		\$156.00
3. Re-inspection fee	\$100.00	\$100.00
4. Re-inspection 2 Fee	\$150.00	\$150.00
5. Late Fee	\$42.00	\$42.00
Simple Pool w/ features		
1. License Fee	\$345.00	\$387.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$345.00	\$345.00
Pre-inspection Fee for Change of Owner		\$259.00
3. Re-inspection fee	\$100.00	\$100.00
4. Re-inspection 2 Fee	\$150.00	\$150.00
5. Late Fee	\$69.00	\$69.00
Moderate Pool		
1. License Fee	\$312.00	\$350.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$312.00	\$312.00
Pre-inspection Fee for Change of Owner		\$234.00
3. Re-inspection fee	\$100.00	\$100.00
4. Re-inspection 2 Fee	\$150.00	\$150.00
5. Late Fee	\$62.00	\$62.00
Moderate Pool w/ features		
1. License Fee	\$450.00	\$505.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$450.00	\$450.00
Pre-inspection Fee for Change of Owner		\$338.00
3. Re-inspection fee	\$100.00	\$100.00
4. Re-inspection 2 Fee	\$150.00	\$150.00
5. Late Fee	\$90.00	\$90.00
Complex Pool		
1. License Fee	\$390.00	\$437.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$390.00	\$390.00
Pre-inspection Fee for Change of Owner		\$293.00
3. Re-inspection fee	\$100.00	\$100.00
4. Re-inspection 2 Fee	\$150.00	\$150.00
5. Late Fee	\$78.00	\$78.00
Complex Pool w/ features		
1. License Fee	\$527.00	\$591.00
2. Pre-inspection Fee For New Buildings or Change of Use	\$527.00	\$527.00

Type	Current Fees	
Pre-inspection Fee for Change of Owner		\$396.00
3. Re-inspection fee	\$100.00	\$100.00
4. Re-inspection 2 Fee	\$150.00	\$150.00
5. Late Fee	\$78.00	\$78.00

34) “Feature” means a pool with a depth greater than 16 feet, a pool with a surface area greater than 20,000 sq. ft., or a physical object permanently installed in a pool that is intended for recreational use including, a pool slide, waterslide, pad walk, basketball hoop, diving board, wave generator, treadmill, vortex pool, climbing wall, current pool, swim–up bar, vanishing edge pool, tethered or nontethered floatable, or a spray feature.



ENVIRONMENTAL PUBLIC HEALTH CONSORTIUM

2023 DATCP License Fee Update – effective date: 9/24/23 or upon full approval

In June, Department of Agriculture, Trade and Consumer Protection (DATCP) and the State of Wisconsin updated and passed new regulatory codes for Recreational and Education Camps (ATCP 78) and Safety, Maintenance and Operation of Public Pools and Water Attractions (ATCP76). The effective date of both codes is September 24, 2023.

As a local agent health department, our department adopts the State codes per our contractual agreement with DATCP and Watertown Ordinance Chapter 319 Health and Sanitation, Article II Environmental Sanitation. As a result of the updated state codes, the license categories and fees have been updated as described below:

RECREATIONAL AND EDUCATION (REC-ED) CAMPS – ATCP 78:

ATCP 78 was updated to include multiple license types based on complexity levels and correlating fees. Formerly only one license type, the new code has six different license types, based on a license complexity assessment. The assessment is a point-based system that accounts for high and low risk activities offered at the camp, amount of sleeping space offered, physical layout and additional hospitality offered.

We have updated the fees according to the new ATCP 78 and have included the 12% reimbursement fee for license fees we are contractually required to pay DATCP annually.

PUBLIC POOLS AND WATER ATTRACTIONS – ATCP 76

ATCP 76 was updated to include license types based on complexity levels and correlating fees. The new code has six different license types, based on a license complexity assessment. The assessment is a point-based system that looks at the physical basins, recirculation system and features.

Our proposed fees are based on the new ATCP 78 code fees and include the 12% reimbursement fee for license fees we are contractually required to pay DATCP annually.



ENVIRONMENTAL PUBLIC HEALTH CONSORTIUM

Rec-ed Camp License Complexity Category Assessment

<input type="checkbox"/>	The camp provides on-premises or off-premises waterfront activities including: swimming, kayaking, boating, sailing canoeing or inflatables to campers. This does not include vendor provided waterfront activities	2
<input type="checkbox"/>	The camp offers camper firearm activity on-premises	1
<input type="checkbox"/>	Archery, ax, hatchet, or knife throwing is offered to campers on-premises	1
<input type="checkbox"/>	The camp offers high element challenge course to campers on-premises ¹	3
<input type="checkbox"/>	The camp offers low element challenge course to camper on-premises ²	1
<input type="checkbox"/>	The camp offers horseback riding to campers on premises	1
<input type="checkbox"/>	The camp offers motorized vehicle activity to campers on-premises including go-kart, all-terrain vehicle, or utility-terrain vehicle	1
<input type="checkbox"/>	The camp serves one or more rental groups including a school, church group or scout troop	1
<input type="checkbox"/>	The camp premises includes structure that are utilized for lodging, dining, health services, waterfront activities, water supply systems, or challenge courses that require inspection travel beyond a half mile from the main centralized camper drop off or welcome location (basic services that are spread out, or distant service areas)	1
<input type="checkbox"/>	The camp utilizes more than 3 private wells to supply camp drinking water	1
<input type="checkbox"/>	The camp utilizes more than one kitchen or physical building with kitchen preparation space to serve meals to campers	1
	Camp sleeping structures. Choose one of the following: (<i>*for college dorms, count individual sleeping rooms used by camp</i>)	1
<input type="checkbox"/>	*The camp has one to 10 stand-alone sleeping structures including a cabin, yurt, covered wagon, Adirondack shelter, or platform tent throughout the premises	1
<input type="checkbox"/>	*The camp has 11-20 stand-alone sleeping structures throughout premises	2
<input type="checkbox"/>	*The camp has 21 or more stand-alone sleeping structures	3
	Hospitality add-on	
	Does the licensed recreational and education camp also offer additional activity such as a retail food establishment, campground, hotel, motel, bed and breakfast, or a tourist rooming house within the confines of the recreational and education camp, utilizing the same camp structures to serve other adult guests and their families	Yes or No
	Total Points:	

<input type="checkbox"/> 5 or less, simple	<input type="checkbox"/> 6-10 moderate	<input type="checkbox"/> 11 or more, complex
<input type="checkbox"/> 5 or less, simple w/ hospitality	<input type="checkbox"/> 6-10 moderate w/ hospitality	<input type="checkbox"/> 11 or more, complex w/ hospitality

¹ "High element" means equipment installed for a facilitated challenge course activity that requires a participant using the equipment to be connected to a life safety system, including ascending, descending, or traversing the challenge course at the established height. In this subsection, "activity" includes tree climbing, zip lines, and climbing walls.

² "Low element" means equipment installed for a facilitated challenge course activity in which the participant is spotted if needed by other persons in order to limit the risk of an injurious fall and the use of a life safety system is not required, including balancing on a low beam, walking across a pole while holding a rope, or activities involving such factors as strengthening, agility, balancing, teamwork, climbing on boulders or horizontal climbing walls no higher than the climber's shoulder height, and problem solving.



Watertown Department of Public Health
515 S. First Street
Watertown, WI 53094
Phone: (920) 262-8094 Fax: 920-262-8096



Jefferson County Health Department
1541 Annex Road
Jefferson, WI 53549

Section 3, Item A.

ENVIRONMENTAL PUBLIC HEALTH CONSORTIUM

Public Pools and Water Attractions License Complexity Category Assessment

<input type="checkbox"/>	A. Basin	1
<input type="checkbox"/>	B. The pool type is a whirlpool or therapy pool	1
<input type="checkbox"/>	C. Choose the applicable recirculation system	
<input type="checkbox"/>	1. Recirculation system is designated to a single pool basin	1
<input type="checkbox"/>	2. Recirculation system is shared with another pool basin	.5
<input type="checkbox"/>	D. The basin is greater than 1999 square feet in area	1
<input type="checkbox"/>	E. The pool is defined as a water attraction ¹	1
	Total Points:	

Does the pools contain one or more features²: Yes or No

<input type="checkbox"/> 0-2, simple	<input type="checkbox"/> greater than 2, no more than 3, moderate	<input type="checkbox"/> 3.5 or more, complex
<input type="checkbox"/> 0-2, simple w/ feature(s)	<input type="checkbox"/> greater than 2, no more than 3, moderate w/ feature(s)	<input type="checkbox"/> 3.5 or more, complex w/ feature(s)

¹ "Water attraction" means a pool with design and operational features that provide a patron recreational activity other than conventional swimming that involves partial or total immersion of the body, including an activity pool, interactive play attraction, leisure river, plunge pool, vortex pool, vanishing edge pool, waterslide, run-out slide, drop slide, pool slide, wave pool, zero-depth entry pool, and any public pool with features except wading pools.

² "Feature" means a pool with a depth greater than 16 feet, a pool with a surface area greater than 20,000 sq. ft., or a physical object permanently installed in a pool that is intended for recreational use including, a pool slide, waterslide, pad walk, basketball hoop, diving board, wave generator, treadmill, vortex pool, climbing wall, current pool, swim-up bar, vanishing edge pool, tethered or nontethered floatable, or a spray feature.

AGREEMENT FOR 2024- 2026 TOURISM PROMOTION SERVICES

This Agreement is made and entered into this _____ day of October, 2023, by and between the Watertown Tourism Commission ("Commission") as a representative of the City of Watertown, Wisconsin, the City of Watertown, a Wisconsin municipal corporation ("City"), and the Watertown Area Chamber of Commerce, a Wisconsin not-for-profit corporation ("Chamber"), for the term beginning January 1, 2024 through December 31, 2026.

WHEREAS, Watertown General Code of Ordinances Ch. 76 Art. II authorizes the levy of a hotel-motel room tax upon the gross rental receipts derived from retail furnishing of rooms or lodging, in any hotel or motel located in the City, at the rate of five percent (5%); and

WHEREAS, Watertown General Code of Ordinances Ch. 76 Art. II provides that thirty percent (30%) of revenues from the room tax shall be maintained in the City's Tourism Fund and the remaining seventy percent (70%) shall be used for the purpose of promoting tourism; and

WHEREAS, Wisconsin State Statutes § 66.0615 states that seventy percent (70%) of any tax collected must be spent on tourism promotion and tourism development by the municipality and shall be forwarded to the tourism commission for the municipality; and

WHEREAS, the City has determined that it is in the City's and Commission's best interests and in accordance with Wisconsin State Statutes § 66.0615 to contract with an independent entity, such as the Chamber, to provide the services necessary to promote tourism for the City.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, it is understood and agreed between the parties as follows:

- 1. Tourism Promotion.** The Chamber agrees to promote tourism for the City, which service shall include but not be limited to maintaining and promoting commercial, hospitality and service sectors, which is intended to have significant impacts on the tourism growth within the City, including conventions.
- 2. Budget.** The Chamber and Commission will prepare and approve a budget for each calendar year by December 16.
- 3. Funding.** The City, Commission and the Chamber shall work together in good faith to comply with Wisconsin State Statutes § 66.0615 and, in particular, § 66.0615(1m)(d) to which end the City Finance Director/Treasurer shall forward to the Chamber an amount equal to seventy percent (70%) of the hotel-motel room tax received by the City. The City shall provide the funding described herein according to the City Finance Director/Treasurer's practice on a monthly basis with payments being made around the 10th of each month. In addition to the monthly payments, the City shall make payment of Nine Thousand Dollars (\$9,000.00) to the Chamber each year to be paid quarterly for general administration of room tax dollars for the City.
- 4. Expenditures.** The Commission agrees that all expenditures will be in accordance with the intent and purposes of State Statute § 66.0615 and applicable local ordinances.
- 5. Accounting.** Annually, the Tourism Manager/Chamber shall provide a separate, complete accounting of the receipt and disbursement activity of the City's room tax funds. The Chamber must provide the City with an accounting of the receipt and expenditures of such funds in

accordance with generally accepted accounting principles within ninety (90) days of the end of the Chamber's fiscal year. In the event the Chamber does not provide such accounting within the time period provided, future funds shall not be disbursed until the accounting is received.

6. Staff and Operating Expenses. The Chamber agrees to provide the staff (see attached job description), office space, meeting space, operating expenses and other costs associated with the promotion of tourism, which are necessary to perform their duties and responsibilities under this Agreement. The parties understand and agree that the Tourism Commission is exclusively vested with fiscal policy oversight of room tax dollars.

7. Relationship of the Parties. It is understood and agreed that the Chamber is engaged and retained as an independent entity and not under any officer, agent or employee type of relationship with the City.

8. Inspection and Audit. The City or its duly authorized agents shall be entitled to inspect and audit all books and records of the Chamber for compliance with the approved budget and this Agreement. In the event of an actual or perceived discrepancy, the City may also cause an audit to be performed by an independent accounting firm of its sole and exclusive choice. The City's expense of such audit shall be reimbursed by the Chamber. If, as a result of such audit, there are recommendations presented in a Management Letter ("Letter"), the Chamber shall implement those recommendations or otherwise respond in writing to the City with their reasons for noncompliance within ninety (90) days of receipt of said Letter.

9. Annual Reports. The Chamber shall provide an annual report to the City. The report shall be submitted, annually, on or before April 1 for the purpose of communicating compliance with the duties and responsibilities set forth in this Agreement for the current year ending December 31. The report shall include an accounting of funds expended within the reporting period.

10. Responsibilities and Duties of the Chamber. The City has established the following three (3) goals and is contracting with the Chamber to accomplish these goals:

- A. Encourage retail and commercial growth associated with tourism and visitors.
- B. Actively promote tourism.
- C. That the Chamber should serve as the primary tourism and visitor agency for the City.

Each year, the Chamber and Commission will develop a tourism promotion and tourism development program for the upcoming year and the Chamber and Commission's plan for achieving these goals. At a minimum, these objectives shall include, but are not limited to:

- A. Maintaining current community data and marketing materials pertinent to tourism.
- B. Assisting in the development of a strategy for seeking out appropriate business and other development and to assist and encourage their location or expansion in Watertown, which shall be consistent with tourism and visitor promotion goals.
- C. Developing a strategy for communication and building alliances with the City and businesses in the community.
- D. Developing a strategy for communication and building alliances with both the Chamber and other regional tourism promotion agencies.

11. **Confidential Information.** Subject to Wisconsin's Open Records Law, all parties understand and agree that information received in confidence shall be retained in confidence. The Chamber shall not use confidential information obtained as a result of their position for any purpose other than to attract prospective business to the City.

12. **Effective Date and Term.** This Agreement shall be in force and effect from the date first written above until December 31, 2026, unless it is otherwise terminated as provided herein. This Agreement shall automatically renew on the same terms for an additional one (1) year term, unless either party has provided written notice of its intent not to renew the Agreement. Written notice shall be provided by either party to the other by not later than October 31st of the year that the existing term is scheduled to expire.

13. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes all prior Agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by all parties to this Agreement.

14. **No Third-Party Beneficiaries.** Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third-party.

15. **Termination.** This Agreement may be terminated by the City for a breach of the Agreement, upon thirty (30) days written notice to the other party; and terminated without cause, by either party, upon ninety (90) days written notice to the other party. Upon receipt of the notice of termination, or the expiration of the Agreement, the Commission will not encumber any additional funds, but the City will honor all reasonable expenses for which City allocated funds have already been budgeted and purchase orders were placed prior to receipt of the notice of termination.

16. **Indemnification and Hold Harmless.** The Chamber agrees to indemnify and hold harmless the City and Commission from any and all claims arising out of the Chamber activities in the performance of this Agreement. The City and Commission agree to indemnify and hold harmless the Chamber if the Chamber is joined as a party in an action against the City alleging that official action or inaction of the City has damaged a specific person and/or entity in connection with a proposed development of tourism related business within the City.

17. **Notice.** Whenever any provision of this Agreement requires the giving of written notice, it shall be deemed to have been validly given if delivered in person or sent by registered or certified mail, postage prepaid, to the following:

Watertown Area Chamber of Commerce
c/o Executive Director
519 East Main Street
Watertown, WI 53094
(920) 261-6320

City of Watertown
c/o Finance Director/Treasurer
106 Jones Street
Watertown, WI 53094
(920) 262-4007

18. **Choice of Law.** This Agreement is to be construed and enforced in accordance with the laws of the State of Wisconsin. In the event of a dispute involving this Agreement, the Parties agree that venue shall be in Jefferson County, Wisconsin, Circuit Court.

19. **Titles and Subheads.** Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement for 2024-2026 Tourism Promotion Services or caused this Agreement to be executed by their respective officers, as of the date first above written.

CITY OF WATERTOWN, WISCONSIN

By: _____
Emily McFarland, Mayor

ATTEST:

Megan Dunneisen, City Clerk

WATERTOWN AREA CHAMBER OF COMMERCE

By: _____
Bonnie Hertel, Executive Director

ATTEST:

Allen Larson, Chamber Board Vice-Chair

WATERTOWN TOURISM COMMISSION

By: _____
Aaron David, Watertown Tourism Commission Chair

ATTEST:

Robin Kaufmann, Watertown Tourism Director

**2024 SERVICE AGREEMENT
BETWEEN THE CITY OF WATERTOWN, WISCONSIN
AND THE WATERTOWN HUMANE SOCIETY**

THIS AGREEMENT is entered into this 1st day of January 2024 by and between the City of Watertown, a Wisconsin municipal corporation located in Jefferson and Dodge Counties, Wisconsin, hereinafter referred to as the "City," (notices and communications hereunder to be delivered to: 106 Jones Street, Watertown, WI 53094) and the Watertown Humane Society, Inc., hereinafter referred to as "WHS," (notices and communications hereunder to be delivered to: 418 Water Tower Court, Watertown, WI 53094), a Wisconsin nonprofit corporation located in Watertown, Wisconsin, for animal services to be provided by "WHS."

1. REMUNERATION

- 1.1. The City, in consideration of performance by WHS under this Agreement, as herein set forth, shall pay WHS for services furnished as provided hereunder.
- 1.2. The City shall pay to WHS for the entire calendar year, 2024, the sum of \$62,830.00 (Sixty-two Thousand, Eight Hundred and Thirty Dollars) in four (4) quarterly calendar installments of \$15,707.50 (Fifteen Thousand, Seven Hundred Seven Dollars and Fifty Cents) with respect to, and within, the calendar year 2024. Payment is due within fifteen (15) days of the beginning of each quarter.
- 1.3. Parties agree to annually review the above referenced amount and negotiate to increase or decrease that amount as described in Section 8.

2. DEFINITIONS

- 2.1. Animals – Dogs, cats and other small domestic animals.
- 2.2. Fees
- 2.2.1. Adoption Fee – an amount charged for the administrative services relative to the transfer of an animal to a new owner.
- 2.2.2. Boarding Fee – a daily amount charged for the care of an animal while at WHS.
- 2.2.3. Reclaim Fee – an amount in addition to the boarding fee charged to the owner of an animal that has been kept at WHS in order to reclaim the animal.
- 2.2.4. Service Fee – amount charged to private citizens by WHS to transfer an animal from WHS to a new owner (adoption), to accept an animal into WHS (surrender), or to euthanize an animal and/or dispose of a dead animal.
- 2.2.5 Surrender Fee-amount charged to relinquish a pet to the custody of the Watertown Humane Society.
- 2.2.5. Cremation Fee – amounts charged to private citizens by WHS for either group or private cremation of an animal.

2.3 Surrender – a statement by a former owner of an animal that he or she relinquishes all rights to that animal.

2.4. Owner/Caretaker – includes any person owning, harboring or keeping a dog or cat, and the occupant of any premises on which a dog or cat remains or to which it customarily returns daily for ten (10) days is presumed to be harboring or keeping the dog or cat within the meaning of this agreement per Watertown Municipal Code §228-3 and §228-16.

2.5. Live Trap – a trap that can be loaned out for live trapping of domestic stray animals. A deposit fee is required and said deposit is returned when the trap is returned in good working order.

3. RESPONSIBILITIES OF THE CITY

3.1. The City shall provide full cooperation and assistance to WHS, its officers, agents and employees in order to facilitate and accomplish the services performed under this agreement.

3.2. The City agrees that its Police Department will cooperate in the apprehension and/or destruction of dangerous, vicious or completely uncatchable animals when such animals are mutually determined to be dangerous, vicious or completely uncatchable.

3.3. Where special supplies, stationery, notices, forms and similar materials are to be issued in the name of the City, the same shall be supplied by the City to WHS at the expense of the City and shall be in addition to the annual agreement rate.

3.4. The City's Police Department, at its discretion, may issue animal at large citations from the information provided by WHS. This information will be received from WHS as per Section 4.6 of this Agreement.

4. RESPONSIBILITIES OF WATERTOWN HUMANE SOCIETY (WHS)

4.1. The WHS agrees to furnish and maintain facilities and equipment adequate for the maintenance, housing, shelter, care, euthanasia, and disposal of all animals unlawfully at large and to harbor them under and pursuant to the applicable ordinances of the City, the object being to keep such stray animals, to release them back to their owner or to any other person after service fees, as determined to be appropriate by WHS, have been paid, or to destroy them and dispose of the dead animals.

4.2. WHS will maintain current and accurate records of how all animals received are disposed of and allow the City and its employees open access and the ability to inspect such records as requested at all reasonable times. WHS will comply with §173 of Wisconsin Statutes pertaining to the animals.

4.3. Prior to any renewal of this Agreement under same or similar terms, WHS shall provide to the City annual financial statements and copies of income tax and informational or supplemental returns, documents, and additional financial statements as requested consisting of data comprising no less than twelve (12) months of WHS's fiscal activity. Except pursuant to the City's sole and exclusive discretion to

make waiver, no renewal of this Agreement under same or similar terms may be entered into unless WHS furnishes the materials in fulfillment of the foregoing not later than ninety (90) days prior to any expiration of the term hereunder.

4.4. WHS shall ensure that there are sufficient personnel on duty at the Watertown Humane Society during the following business hours:

Monday: CLOSED
Tuesday: 10am to 5pm
Wednesday: 10am to 5pm
Thursday: 10am to 5pm
Friday: 10am to 5pm
Saturday: 10am to 3pm
Sunday: CLOSED

4.4.1. These hours may change from time to time to better serve the community and animals. In the event the shelter hours change, the hours indicated above shall automatically be changed to reflect the new hours of operation upon written notice to the City.

4.4.2. WHS will be closed on the following holidays: New Years Day, Good Friday, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Years Eve. WHS will inform the City in writing if the shelter will be closed any additional holidays.

4.4.3. Except under demonstrable extenuating circumstances, WHS will respond to all calls from the Watertown Police Department, routine or emergency in the following manner: WHS will respond within 60 minutes of calls placed between 7:00am to 7:00pm seven days a week; WHS will respond within 90 minutes of calls placed between 7:01pm and 6:59am, seven days a week and only if the situation is deemed an emergency by the police department.

4.4.3.1. An emergency call from law enforcement involves one of the following situations: 1) A critically wounded stray animal; 2) an animal in an abusive situation; 3) an animal that has bitten someone and requires assistance for removal; 4) an animal seized by a law enforcement officer under the provisions of §173.13 of Wisconsin Statutes and/or analogous City ordinances. Assigning an emergent nature to a call shall be at the sole and exclusive determination of a member of the City's Police Department.

4.5. It shall be the principal duty of WHS to furnish personnel equipped and prepared to assist between 7:00am and 7:00pm to respond within 60 minutes of calls placed within said hours, to assist in an emergency, and to report and work cooperatively with the City's Police Department during the investigation of complaints received from City residents when done in compliance with §173 of Wisconsin Statutes, analogous City ordinances or other applicable authority.

4.6. In instances of animals running at large, once WHS properly identifies the animal and the owner, this information shall be provided to the City of Watertown Police Department. At a minimum, the information shall include the owner's name, address, phone number(s) and a synopsis of the incident such as location, description of animal, date, time and police department incident number, if known.

4.7. Under no circumstances shall WHS allow a resident of the City of Watertown to adopt animals in a number that exceeds the numerical limits set forth in the relevant rules or regulations.

4.8 WHS shall provide a list of at least four emergency contacts to the City Police Department and Humane Officers. The four emergency contacts are responsible for complying with and responding to within sixty (60) minutes of all calls from the City Police Department placed between 7:00 a.m. and 7:00 p.m. and for responding to all emergency calls between 7:00 p.m. and 7:00 a.m. withing ninety (90) minutes. Said list shall be updated within 5 days of any change to the contact list.

4.9 WHS shall reserve at least four (4) kennels for the use by the City of Watertown at all times as identified on Exhibit A. WHS may use some of the four (4) Kennels for other animals under its control for up to 24 hours, provided at least two (2) kennels are reserved for the City's use. This time may only be expanded on a case-by-case basis upon express permission granted by a Humane Officer or his delegate in his absence for the City of Watertown.

4.10 WHS shall provide the Police Department 24 hour access to the kennels reserved for the City of Watertown.

5. PUBLIC SAFETY AND SERVICE

5.1. Impoundment – the City will, whenever possible, provide written documentation to WHS in connection with the impoundment of an animal. WHS shall take delivery of impounded animals. WHS will not be responsible for obtaining any veterinarian care for an owned, impounded animal. If WHS decides, at its sole discretion to obtain veterinarian care for an owned, impounded animal, the owner will be responsible for reimbursing WHS the cost of all medical treatment. Release of said animal may be done only after impoundment requirements have been met. The City shall be exempt from any such bonds or costs.

5.2. Rabies Control/Bite/Quarantine Cases

5.2.1. Owner Known – WHS will not quarantine an animal which has bitten, and its owner is known unless ordered by the local law enforcement agency in special cases. The owner shall provide WHS with a minimum \$250 cash bond and pay daily costs for the custody and care of said animal during the quarantine period. If an animal is ordered to be euthanized, the owner may not be allowed to see or visit the animal once the animal is in quarantine.

5.2.2. Stray/Owner Unknown – WHS will work at the direction of the Health Department for quarantine and rabies submission as outlined in Wisconsin Statute § 95.21 involving stray or owner unknown animals. WHS will euthanize and dispose of the carcass of rabies specimens submitted to the Wisconsin State Lab of Hygiene. The Health Department must be notified by WHS in the event of any animal bite cases.

5.3. Seize and Rescue – WHS will work with the appropriate City departments to seize/rescue animals for the health and safety of the animals and for the health and safety of the public, but only a law enforcement officer will have the authority to seize an owned animal.

6. MUTUAL AGREEMENTS BETWEEN THE CITY AND WHS

6.1. WHS shall become the owner of all stray animals after the statutory period of impoundment has expired. No animals, dead or alive, will be sold or given away for purposes of experimentation or medical use. WHS shall not release any animal seized by, or at the direction of, the City Humane Officer without the authorization of the City Humane Officer or his delegate in his absence.

6.2. When space allows, WHS may accept animals for surrender at the shelter from citizens of the City. The surrender shall include a surrender fee to be paid by the animal's owner. If the Watertown Humane Society does not have space available, the animal will be placed on a waiting list until space opens. The staff of the Watertown Humane Society will guide and educate community members on the resources available to them to assist in the rehoming of their animals independently. The Watertown Humane Society reserves the right to refuse intake of any owner surrender at their discretion.

6.3. WHS will dispose of stray animal carcasses.

6.4. If an injured animal bearing a current rabies tag, identification tag or other information such that the owner can be identified is impounded, the WHS Manager or designee has the authority and discretion to take or send the injured animal to a licensed veterinarian after reasonable efforts are made to contact the owner of the injured animal. The owner will be responsible for reimbursing WHS the veterinarian costs related to the care of their animal.

6.5. WHS shall be responsible for all salaries and other benefits paid to WHS employees. In addition, WHS shall be responsible for providing Worker's Compensation Insurance and Unemployment Compensation Insurance for its employees, professional liability insurance for its employees and agents with limits of at least \$300,000.00 and commercial umbrella excess liability insurance with limits of at least \$500,000.00. Certificates of insurance showing compliance with this paragraph shall be provided to the City. The City shall be responsible for providing liability insurance covering its liabilities in this instance with the limits of coverage of at least \$50,000.

6.6. Each party to the Agreement shall perform all acts and execute and deliver all documents as may be necessary and proper under the circumstances to accomplish the intent and purpose of this Agreement to carry out its provisions.

7. HUMANE OFFICER PROVISIONS

7.1. One or more law enforcement officers, as appointed or assigned by the Chief of Police shall serve as the City Humane Officer.

7.1.1. All duties of the City Humane Officer shall be outlined in §173 of the Wisconsin Statutes and the City Humane Officer shall enforce all laws and ordinances relating to animals within the City, including but not limited to, the provisions of §173 of the Wisconsin Statutes, which had been adopted by the City. WHS shall act at the direction of the City Humane Officer and such action shall conform to the requirements of §173 of the Wisconsin Statutes.

7.1.2. The Humane Officer of the City and any other properly authorized delegate of the City shall possess all the authorities pursuant to §173 of the Wisconsin Statutes.

8. TERM

The term of this Agreement shall be from January 1, 2024 to December 31, 2024 and this Agreement shall automatically renew on January 1, 2025 for successive term of twelve (12) months and then on December 31 of said calendar year, 2025 and automatically renew thereafter for identical, successive twelve (12) month terms until and unless terminated for cause hereunder or upon written notice received by the non-terminating party on or before September 30 within the annual calendar term set to expire. This Agreement may be modified at any time as described in Section 12.2.

9. TERMINATION OF AGREEMENT

9.1. Termination of Agreement for Cause. If through any cause, either the City or WHS shall fail to fulfill in a timely proper manner its obligations under this agreement, or if either party violates any of the covenants or stipulations of this Agreement, the aggrieved party shall, prior to termination, give written notice to the other party of such violation and if the violation is not eliminated or cured within ten (10) days of personal delivery of such notice at the address given above for such party, the aggrieved party shall have the right to terminate this Agreement and specify the effective date thereof.

9.2. Termination for Convenience of the City or WHS. If for any reason either the City or WHS does not anticipate renewal of the Agreement at the end of the current term, written notice shall be given to the other at least 90 days before the termination date of the current Agreement.

9.3. Termination for Non-appropriation. If the City does not appropriate funds in the fiscal year in the amount equal to the price negotiated by the following agreement year, it is mutually agreed that this contract may be cancelled by either party; however, the City shall, to the extent reasonably possible, seek to maintain funding levels such that a suitable contingency plan for this situation can be planned for and implemented by WHS to prevent harm to the animals currently residing at WHS and to prevent harm or threat of harm to the community from stray animals posing a health threat.

10. NONLIABILITY

10.1. No person, firm, corporation or other entity shall obtain any civil liability remedy against the City or WHS, or their respective officers, employees or agents, for any damage, claims or causes of action arising out of or resulting from the execution of this Agreement. Furthermore, nothing in this Agreement is intended to be interpreted to expand any liability that either the City or WHS may have to any third parties. This Agreement is in no way intended to benefit any persons other than the parties to it and is not entered into with the intent to benefit any other person, firm, corporation or other entity, either directly or indirectly.

10.2. Nothing in this Agreement shall be construed to create any liability or waive any of the immunities, limitations on liability, or other provisions as conferred by laws of the State of Wisconsin and Federal government, including the notice provisions for governmental claims contained in § 893.80 of the Wisconsin Statutes. This Agreement does not confer any additional immunities or limitations on liability otherwise available to WHS, or the City, or their respective officers, employees, or agents.

10.3. The City agrees to authorize WHS to effectively carry out the City's obligations under this Agreement, and to take whatever action is reasonably required to effectuate such authorization. Such authority shall include, but is not limited to, the authority to enforce the Wisconsin Rabies Law, and other local ordinances pertaining to Humane Officers. Other than the authorities specifically delegated to WHS by ordinance, contract or otherwise, WHS has no authority, as agent or otherwise, to bind the City to any legal obligation. WHS, its officers, agents or employees are independent contractors and are not agents or employees of the City.

10.4. Whenever any loss, costs, damage or expense occurs resulting from any casualty or incidents incurred by either of the parties to this Agreement in connection with the services rendered under this Agreement, and such party is then covered in whole or in parts by insurance with respect to loss, cost, damage or expense, the party is so insured by this Agreement releases the other party from any liability it may have an account of such loss, costs, damage or expense to the extent of the amount recovered by reason of such insurance, and waves the right of subrogation which might otherwise exist or accrue to any person on account of it, provided that such release of liability and waiver of the right of subrogation may not be operative in any case where the effect is to invalidate such insurance coverage or increase its cost. Such a waiver shall be evidenced in proper certificates or endorsements from appropriate carriers or insurance funds of the parties.

11. AUTHORITY

The parties signing below represent and warrant that they have the legal authority, by ordinance or otherwise, to enter into this Agreement and to bind the City to its terms. A copy of the resolution and a copy of the minutes from the appropriate meeting authorizing this action by the City shall be attached to the Agreement and included by reference here in.

12. NON-ASSIGNMENT, AMENDMENTS AND SEVERABILITY

12.1. This Agreement shall not be assignable to either party to it, or shall the performance of any of the duties under it be delegable to any party to it, without the express written consent of all the parties hereto. This Agreement shall not be assignable to operation of law.

12.2. Neither this Agreement nor any term or provision of it may be changed, waived, discharged, amended, modified or in any manner other than by an instrument in writing signed by both of the parties to this Agreement.

12.3. If any term or provision of this Agreement is at any time during the term of this Agreement, or any extension of the Agreement, determined by a Court of competent jurisdiction to be in conflict with applicable Federal law, State law, Federal or State administrative agency rule, or Federal or State judicial decision, such term or provision shall continue in effect only to the extent permitted by such law, rule, or decision. If such part of this Agreement cannot be amended to be applied under said law, rule or decision, then such term or provision shall be deemed invalid, however, the remaining provisions of this Agreement will remain in full force and effect, and the Agreement will be enforced and interpreted to extent possible without said conflicting provisions.

12.4. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin, without giving effect to principles and provisions of those laws relating to conflict or choice of laws.

[SIGNATURE PAGE TO FOLLOW]

WATERTOWN HUMANE SOCIETY, INC.

CITY OF WATERTOWN

BY: Kathy Polensky
Kathy Polensky, Board President

DATE: 9/5/2023

Primary Contact for
Watertown Humane Society, Inc.

Heather VanDam
Executive Director
418 Water Tower Court
Watertown, WI 53094
manager@whsadopt.org

BY: _____

Emily McFarland, Mayor

DATE: _____

Primary Contact for
City of Watertown

City Attorney Steven T. Chesebro
106 Jones Street
Watertown, WI 53094

Approved as to form and sufficiency:

City Attorney
State Bar No. 1074496

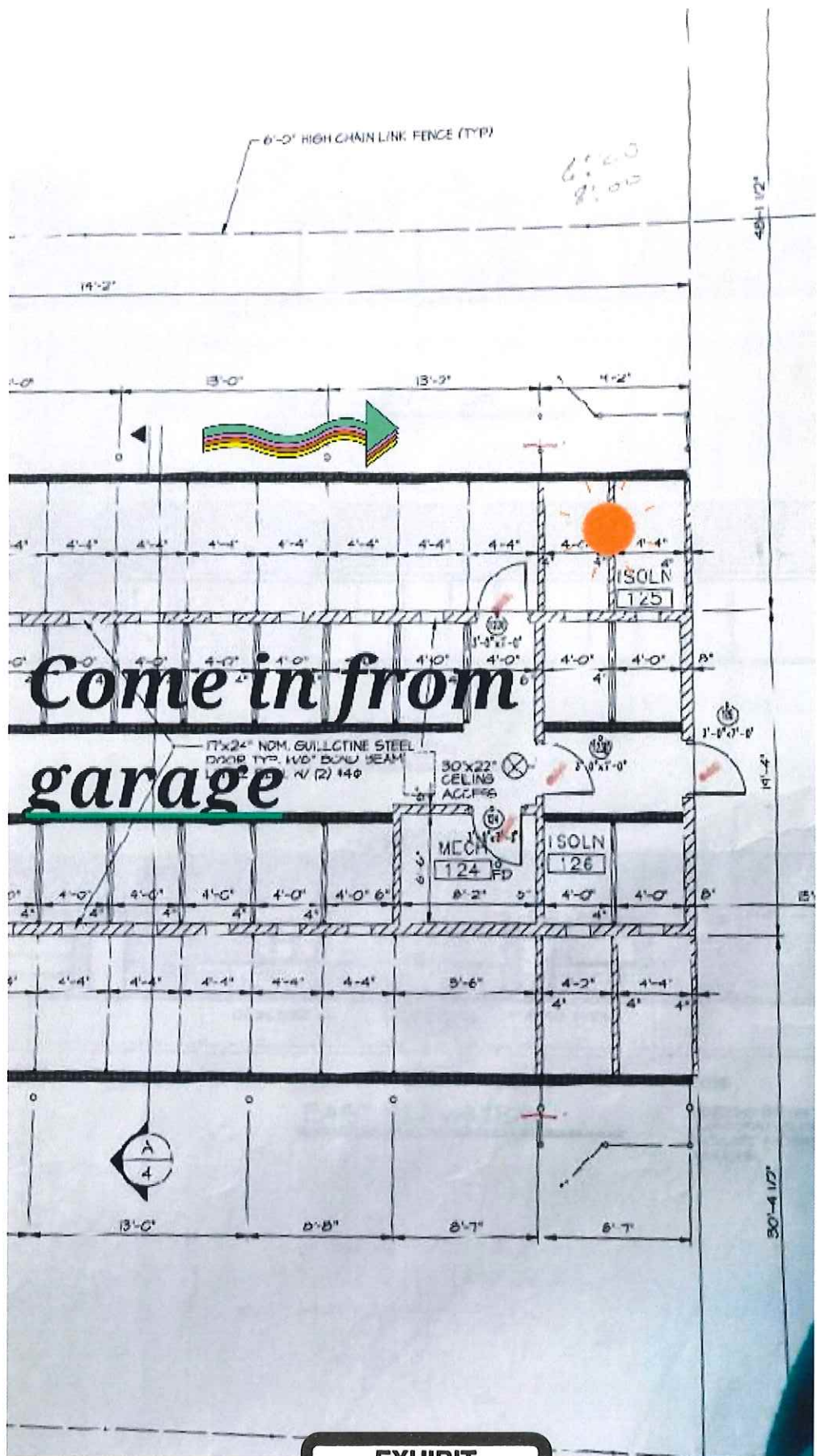
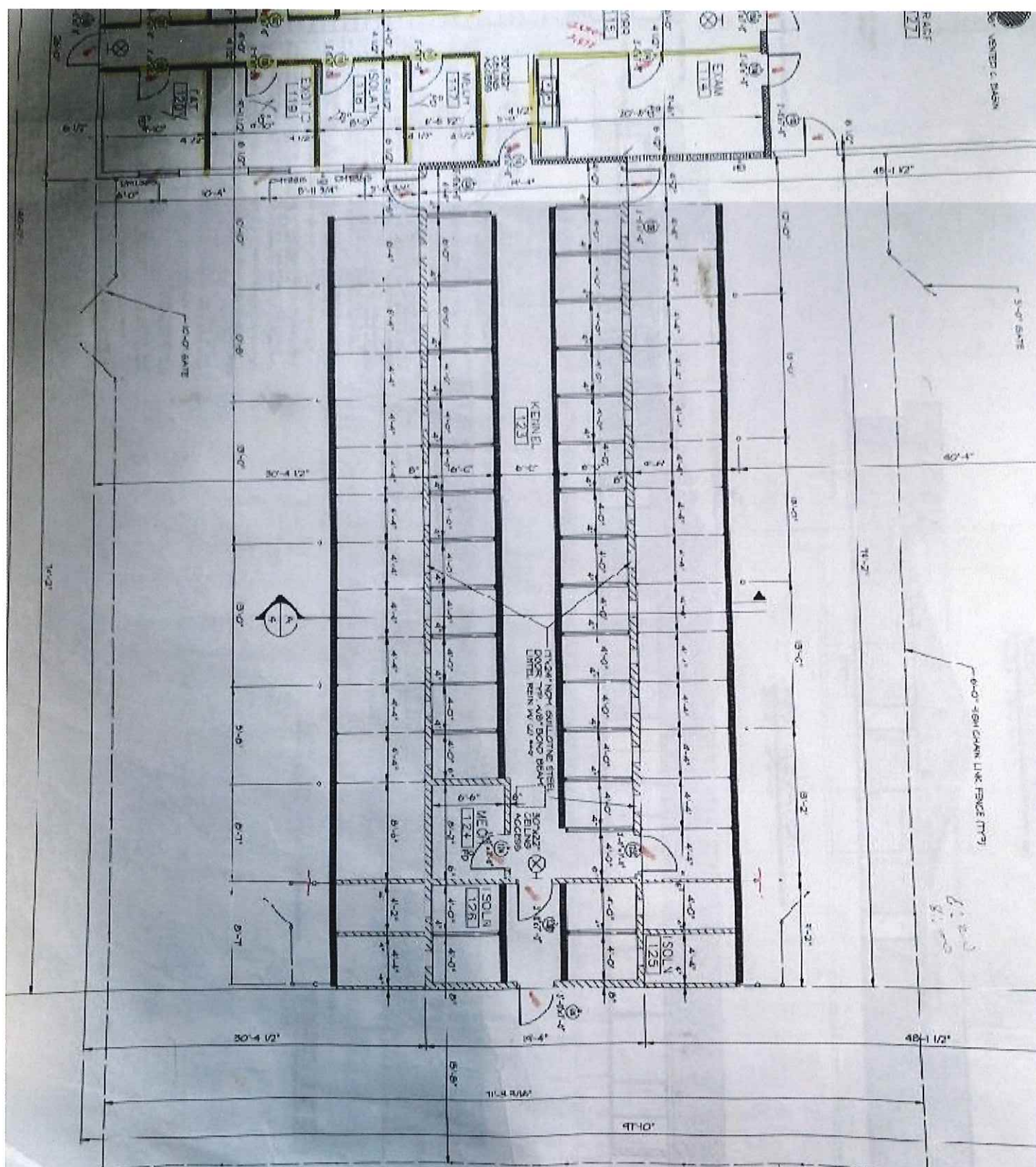


EXHIBIT
A





As you are aware, the Watertown Humane Society is working on a major shelter renovation to improve the living conditions of the animals in its care. Regarding the City of Watertown, we are specifically speaking about the space we use to house dogs who were seized by law enforcement or found by officers after hours. The current space has deteriorated after many years of use and is not meeting the needs of both law enforcement and shelter staff. The dogs housed in these areas are often fractious and aggressive; proper housing is incredibly important to the safety of the officers dropping off the animals, as well as the humane society staff. In addition to safety, the emotional support of the animals that arrive here is also incredibly important to all involved.

In our renovation plan, we have designed a completely segregated space for law enforcement seized dogs and have designed a safer entrance plan for the law enforcement officers responsible for dropping these animals at our shelter. The new area will include 4 double-sided shoreline kennels (8 kennel spaces divided by a guillotine door). The new kennels will be divided by cinder brick walls and kennel tops which will prevent the dogs from seeing and/or interacting with one another in any way. The double-sided nature and guillotine system will provide a safer way for law enforcement and humane society staff to care for these animals. Also, a newly installed segregated exterior keypad entrance to the quarantine area will eliminate the need for officers to bring animals through the entire general population kennel space to place them in their designated housing area. Once in the space, there will be doors to ensure that if the animal slips the handler the animal will be segregated from the entire shelter area. Plus, there will be a cabinet for law enforcement paperwork.

It has always been, and will continue to be, our goal to be a valued asset and partner to the city of Watertown. We hope that the city will provide us with financial assistance to make some necessary improvements to our shared space, whether it be in one lump sum or the bank will accept pledges made for payments over several years as well. You will find a breakdown of the cost analysis for this project enclosed in this correspondence. We are currently planning to break ground Spring of 2024. We hope the city will consider adding this cost to the annual budget, we believe it would be incredibly helpful to our combined mission.

Thank you for your consideration,

Heather VanDam
Executive Director

INVOICE

DATE: AUGUST 21, 2023
INVOICE # 001

TO City of Watertown

32

Stacy Winkelman
Operations Manager

Matt Willmann
Asst. Operations Manager

Jane Flanigan
Admin. Asst.

Christopher Newberry
Streets Project Manager

Tom Nickels
Foreman

Jason Heller
Foreman

Chris LaCombe
Foreman

MEMO

TO: Mayor McFarland and Committee Members
FROM: Stacy Winkelman
DATE: September 21 2023
RE: Finance Committee Meeting of September 25, 2023

Agenda Item:
Review and approve applying for 2024 Recycling Grant

BACKGROUND:

Every year the Solid Waste Division applies for the State Recycling Grant. This typically gives the department approximately \$100,000.00. I am asking for permission to submit the application for the Recycling Grant for 2024. We will need a resolution for this, which is attached.

Respectfully,



Stacy Winkelman

**RESOLUTION TO
AUTORIZE THE CITY OF WATERTOWN TO APPLY TO THE
WISCONSIN DEPARTMENT OF NATURAL RESOURCES FOR THE 2024
RECYCLING GRANT**

**SPONSOR: MAYOR EMILY MCFARLAND
FROM: FINANCE COMMITTEE**

WHEREAS, the City of Watertown is interested in obtaining a grant from Wisconsin Department of Natural Resources for the purpose of funding recycling efforts in the City of Watertown; and,

WHEREAS, the applicant attests to the validity and veracity of the statements and representations contained in the grant application; and,

WHEREAS, the applicant requests a grant agreement to carry out the project.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE
CITY OF WATERTOWN, WISCONSIN:**

The City of Watertown will comply with all local, state, and federal rules, regulations and ordinance relating to this project;

BE IT FURTHER RESOLVED, the City of Watertown will fully and satisfactorily complete the project and hereby authorizes and empowers the Mayor, its official or employee, to act on its behalf to:

1. Sign and submit the grant application
2. Sign a grant agreement between applicant and the DNR
3. Submit interim and/or final reports to the DNR to satisfy the grant agreement
4. Submit grant reimbursement request to the DNR
5. Sign and submit other required documentation

	YES	NO
DAVIS		
LAMPE		
BOARD		
BARTZ		
BLANKE		
SMITH		
SCHMID		
WETZEL		
MOLDENHAUER		
MAYOR MCFARLAND		
TOTAL		

ADOPTED October 3, 2023

CITY CLERK

APPROVED October 3, 2023

MAYOR

Jaynellen J. Holloway, P.E.
920.262.4050

Andrew Beyer, P.E.
920.262.4052

Maureen McBroom, ENV SP
920-262-4036

Ritchie M. Piltz
920.262.4034

Secretary, Wanda Fredrick
920.262.4368

MEMO

TO: Mayor McFarland and Committee Members
FROM: Andrew Beyer, P.E.
DATE: September 21, 2023
RE: Finance Committee Agenda Narrative for September 25, 2023

Agenda Items:

Review and take action: Approve Wisconsin Department of Transportation State Municipal Financial Agreement for Western Avenue Reconstruction Project

BACKGROUND

Review and take action: Approve Wisconsin Department of Transportation State Municipal Financial Agreement for Western Avenue Reconstruction Project:

The City of Watertown submitted a Wisconsin Department of Transportation (WisDOT) Surface Transportation Program (STP) Local application seeking funding for the reconstruction of Western Avenue and S. First Street from S. Third Street to Milwaukee Street. The City was notified in late August that the application was successful. WisDOT has forwarded a project State Municipal Financial Agreement for review and signature. The State/Municipal Agreement and draft resolution of support are attached for Committee review. The Engineering Division is seeking approval of the State/Municipal Agreement conditional upon review by the City Attorney's office. The project is scheduled for 2025 construction. The summary of costs can be found on page 2 of the agreement.

Attachments:

- State/Municipal Agreement
- Draft resolution

 <div>STATE/MUNICIPAL AGREEMENT FOR A STATE- LET STP-LOCAL PROJECT</div> <div>Program Name: STP-Local Sub-program #: 206 Cycle: FFY 2024- Bipartisan Infrastructure Law (BIL)</div>	<div>Date: August 22, 2023 I.D.: 3997-00-12/13/14 Road Name: Western Ave. & S. First St. Limits: Milwaukee St. to S. Third St. County: Jefferson Roadway Length: 0.17 miles Functional Classification: Local Road Project Sponsor: City of Watertown</div>
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The signatory, **City of Watertown**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: **The existing roadway is a 4-lane facility with an urban cross section constructed of both concrete and asphalt pavement. The roadway is 66-feet wide with concrete curb & gutter. The roadway was last improved in 1991 with a current pavement rating of 4. There are no federal-aid eligible structures within the project limits. There are existing sidewalks on both sides of the roadway and no-bicycle accommodations.**

Proposed Improvement - Nature of work: **A reconstruction project is proposed with a project length of 0.17 miles. The reconstruction will begin at the intersection of South First Street and Milwaukee Avenue and end at the intersection of Western Avenue & South Third Street. The project will result in a 4-lane urban cross section with a 60-foot wide concrete roadway with concrete curb & gutter. Sidewalks will be constructed on both sides of the roadway. Real estate acquisition is not anticipated.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: **Sanitary sewer & water main.**

The Municipality agrees to the following FFY 2024 BIL STP-Local project funding conditions:

Project ID 3997-00-12 design costs are funded 100% by the Municipality including state review of design costs.

Project ID 3997-00-13 construction costs are funded with up to 80% federal funding up to a funding limit of **\$500,000**. The Municipality agrees to provide the remaining 20% and any funds in excess of the **\$500,000** federal funding limit.

Project ID 3997-00-14 construction costs for sanitary sewer and water main are funded 100% by the Municipality including state review costs.

Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2025. **In accordance with the State's sunset policy for STP-Local projects, the subject FFY 2024 BIL STP-Local improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2025, or by June 30, 2031.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal participation, and actual costs will be used in the final division of cost for billing and reimbursement. In no event shall federal funding exceed the estimate of **\$500,000** in the Summary of Costs Table.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 3997-00-12					
Design	\$0	\$0	0%	\$0	100%
State Review	\$22,752	\$0	0%	\$22,752	100%
<i>Project totals</i>	\$22,752	\$0		\$22,752	
ID 3997-00-13					
Participating Construction	\$1,232,122.91	\$434,782.74	80%	\$797,340.17	20% + BAL
Non-Participating Construction	\$0.00	\$0	0%	\$0.00	100%
Construction Engineering	\$121,980.00	\$43,043.43	80%	\$78,936.57	20% + BAL
State Review	\$62,838.00	\$22,173.83	80%	\$40,664.17	20% + BAL
<i>Project totals</i>	\$1,416,940.91	\$500,000		\$916,940.91	
ID 3997-00-14 (Sewer & Water)					
Non-Participating Construction	\$298,936.00	\$0	0%	\$298,936.00	100%
State Review	\$5,978.00	\$0	0%	\$5,978.00	100%
<i>Project totals</i>	\$304,914.00	\$0		\$304,914.00	
Total Est. Cost Distribution	\$1,744,606.91	\$500,000	N/A	\$1,244,606.91	N/A

*Construction ID# 3997-00-13 federal funding is limited to **\$500,000**.

This request is subject to the terms and conditions that follow and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signatures certify the content has not been altered by the municipality. Signed for and in behalf of: City of Watertown		
Name	Title	Date
Signed for and in behalf of the State:		
Name	Title	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
 - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
 - g. Federal statutes that govern the Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.

- h. General requirements for administering federal and state aids set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved FFY 2024 BIL STP-Local program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. State review services for construction ID 3997-00-13
5. The work will be administered by the State and may include items not eligible for federal participation.
6. As the work progresses, the State will bill the Municipality for work completed that is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal/state funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the FFY 2024 BIL STP-Local improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.

- g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Preliminary engineering and design.
 - i. Real estate for the improvement.
 - j. State review services for design ID 3997-00-12 & 3997-00-14.
 - k. Other 100% Municipality funded items: None
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
 9. Work to be performed by the Municipality without federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
 10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
 11. The Municipality will include in all contracts executed by them a provision obligating the contractor 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 Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
 12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal/state financing commitments or are ineligible for federal/state financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
 13. **In accordance with the State's sunset policy for STP-Local projects, the subject FFY 2024 BIL STP-Local improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2025, or by June 30, 2031.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
 14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred on behalf of the project.
 15. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
- e. Provide complete plans, specifications, and estimates to State upon request.
- f. Provide relocation orders and real estate plats to State upon request.
- g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by federal or state highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.
- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted oversize and overweight loads. The contractor is responsible for any damage caused to haul roads if the contractor does not obey size and weight laws, use properly equipped and maintained vehicles, and does not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under "Municipal Responsibilities and Requirements."

LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
19. Contract modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or any of its attachments may be changed, waived or terminated orally.
20. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
21. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
23. Maintenance of records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following FFY 2024 BIL STP-Local project funding conditions:

- a. ID 3997-00-12: Design is funded 100% by the Municipality. This phase includes plan development and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 100% by the Municipality.
- b. ID 3997-00-13: Construction:
 - i. Costs for participating construction items are funded with 80% federal funding up to a funding limit of **\$500,000**, when the Municipality agrees to provide the remaining 20%, and any funds in excess of the **\$500,000** federal funding limit.
 - ii. Non-participating costs are funded 100% by the Municipality. Costs include construction delivery.
 - iii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
- c. ID 3997-00-14: Construction: Sanitary Sewer & Water Main
 - i. Non-participating costs for sanitary sewer and water main are funded 100% by the Municipality. Costs include construction delivery.
 - ii. Costs for this phase include an estimated amount for state review activities, to be funded 100% by the Municipality

[End of Document]

**DRAFT RESOLUTION TO
APPROVE STATE MUNICIPAL FINANCIAL AGREEMENT FOR
RECONSTRUCTION OF WESTERN AVENUE AND S. FIRST STREET
FROM S. THIRD STREET TO MILWAUKEE STREET IN 2025**

**SPONSOR: MAYOR MCFARLAND
FROM: FINANCE COMMITTEE**

WHEREAS, The City of Watertown submitted a Wisconsin Department of Transportation (WisDOT) FY 2024 Surface Transportation Program (STP)-Local Program application for the reconstruction of Western Avenue and S. First Street between S. Third Street and Milwaukee Street; and,

WHEREAS, The City was successful in said STP-Local Program application; and,

WHEREAS, the reconstruction of Western Avenue and S. First Street from S. Third Street to Milwaukee Street is scheduled to commence in calendar year 2025; and,

WHEREAS, construction costs are funded with up to 80% federal funding up to a funding limit of \$500,000 of eligible roadway reconstruction costs; and,

WHEREAS, the City of Watertown will be responsible for the remaining 20% and any funds in excess of the \$500,000 federal funding limit, 100% of non-participating construction costs, 100% of preliminary engineering/plan development, 100% of non-participating sanitary sewer and water main expenses, and any other non-participating expenses under the agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE
CITY OF WATERTOWN, WISCONSIN:**

That the proper City officials are hereby authorized to approve the State Municipal Financial Agreement (SMFA) for the reconstruction of Western Avenue and S. First Street from S. Third Street to Milwaukee Street for work to commence in calendar year 2025

	YES	NO
DAVIS		
LAMPE		
BOARD		
BARTZ		
BLANKE		
SMITH		
SCHMID		
WETZEL		
MOLDENHAUER		
MAYOR MCFARLAND		
TOTAL		

ADOPTED October 3, 2023

CITY CLERK

APPROVED October 3, 2023

MAYOR



Jaynellen J. Holloway, P.E.
920.262.4050

Andrew Beyer, P.E.
920.262.4052

Maureen McBroom, ENV SP
920-262-4036

Ritchie M. Piltz
920.262.4034

Secretary, Wanda Fredrick
920.262.4368

MEMO

TO: Mayor McFarland and Committee Members
FROM: Andrew Beyer, P.E.
DATE: September 21, 2023
RE: Finance Committee Agenda Narrative for September 25, 2023

Agenda Items:

Review and take possible action: Labaree Street STP-Urban Grant Submittal

BACKGROUND

Review and take possible action: Labaree Street STP-Urban Grant Submittal

The Engineering Division is seeking permission to submit one application for Wisconsin Department of Transportation (WisDOT) Surface Transportation Program (STP) Urban funding. The upcoming cycle would provide funding between 2024 and 2028. The STP Urban program is a reimbursement program in which the state provides 80% funding for eligible road improvements. The City is responsible for funding the remaining 20% of eligible road improvements. The Engineering Division is recommending that Labaree Street between N. Fourth Street and Boughton Street be submitted for STP Urban funding for a 2028 construction project. The breakdown for estimated project funding is as follows:

ITEM	STP WisDOT – 80%	STP LOCAL – 20%	NON- PARTICIPATION – 100% LOCAL
Labaree Street Design (2025)	-	-	\$400,000
Labaree Street Roadway Construction (2028)	\$1,412,000	\$353,000	-
Labaree Street Water Main Construction (2028)	-	-	\$1,000,000

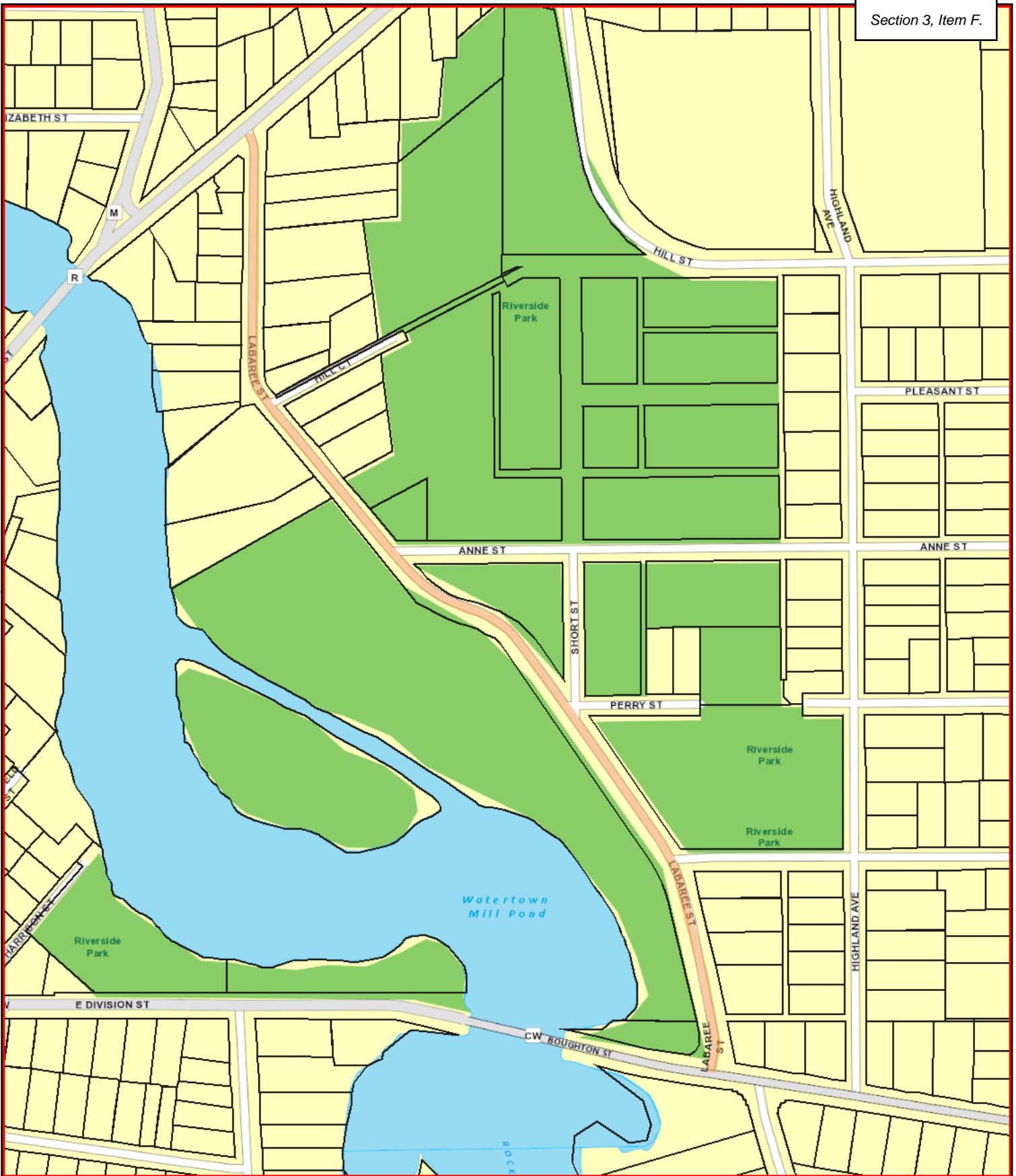
City Total Estimated Cost	\$1,753,000
WisDOT Total Estimated Cost	\$1,412,000

WisDOT has recommended that the City fund 100% of design fees for State grant programs to make applications competitive. Whereas design projects are eligible for STP funding, they receive low ranking from the State and the design project and tied construction projects are unlikely to receive State funding.

WisDOT will participate in storm sewer construction costs and roadway reconstruction costs. WisDOT will not participate in water main or sanitary sewer construction costs.

Attachments:

- Site Map
- Draft Resolution



Lines

Project Area



THE CITY OF
WATERTOWN
Opportunity runs through it.

City of Watertown Geographic Information System

Scale: 1 inch = 290 feet

SCALE BAR = 1"

Printed on: September 1, 2011

Author: Private Use

DISCLAIMER: This map is not a substitute for an actual field survey or on-site investigation. The accuracy of this map is limited to the quality of the records from which it was assembled. Other inherent inaccuracies occur during the compilation process. City of Watertown makes no warranty whatsoever concerning this information.

DRAFT RESOLUTION
SUPPORTING SUBMITTAL OF STP URBAN FUNDING APPLICATION –
LABAREE STREET

SPONSOR: MAYOR EMILY MCFARLAND
FROM: FINANCE COMMITTEE

WHEREAS, It is in the best interest of the City of Watertown to maintain public infrastructure; and,

WHEREAS, The City of Watertown intends to reconstruct Labaree Street between N. Fourth Street and Boughton Street; and,

WHEREAS, The City of Watertown recognizes that submission for the Wisconsin Department of Transportation (WisDOT) Surface Transportation Program (STP) Urban application as presented and described by the City of Watertown Engineering Division to be further beneficial and consistent with advancing community efforts; and,

WHEREAS, The WisDOT STP Urban program provides funding of up to eighty percent of eligible reconstruction costs; and,

WHEREAS, The City of Watertown will commit to provide applicable matching funds to eligible construction costs, wherein twenty percent, and will provide funding for one hundred percent of non-eligible reconstruction costs, design fees, and inspection fees. Funding for said project will be requested in appropriate budget cycles.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN:

That the proper City Officials be and are hereby authorized to submit the above-described funding application upon the foregoing purposes and objectives and subject to the required contributions and amounts that will satisfy the funding award match criteria.

	YES	NO
DAVIS		
LAMPE		
BOARD		
BARTZ		
BLANKE		
SMITH		
SCHMID		
WETZEL		
MOLDENHAUER		
MAYOR MCFARLAND		
TOTAL		

ADOPTED October 3, 2023

CITY CLERK

APPROVED October 3, 2023

MAYOR



Jaynellen J. Holloway, P.E.
920.262.4050

Andrew Beyer, P.E.
920.262.4052

Maureen McBroom, ENV SP
920-262-4036

Ritchie M. Piltz
920.262.4034

Secretary, Wanda Fredrick
920.262.4368

MEMO

TO: Mayor McFarland and Committee Members

FROM: Andrew Beyer, P.E.

DATE: September 21, 2023

RE: Finance Committee Agenda Narrative for September 25, 2023

Agenda Item:

- Review and take possible action: Transportation Alternatives Program (TAP) Grant Application for S. Church Street Shared-use Path Project

BACKGROUND

Review and take possible action: Transportation Alternatives Program (TAP) Grant Application for S. Church Street Shared-use Path Project:

The Engineering Division seeks approval to apply for a Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP) Grant to establish a shared use path on the east side of S. Church Street between Jefferson Road and Air Park Drive.

This project will help facilitate safe passage for bicyclists and pedestrians in the south side of the City, particularly between residential areas, commercial areas, and other destinations and workplaces in the area. This shared-use path will also support tourism in the City, as it will connect the Airport and established hotels with the commercial area south of Air Park Drive.

The breakdown for estimated project funding is as follows:

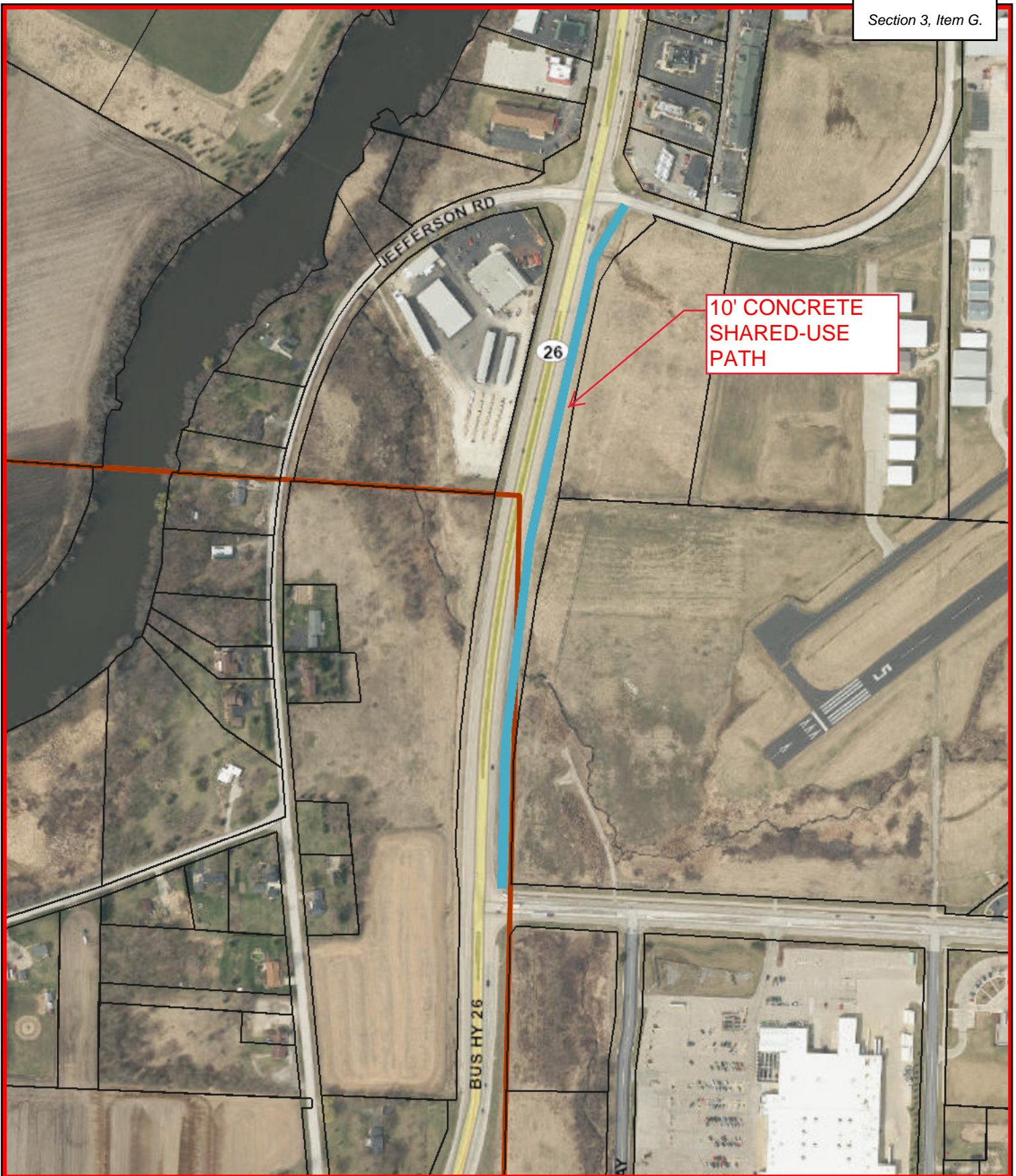
ITEM	TAP WisDOT – 80%	TAP LOCAL – 20%	NON- PARTICIPATION – 100% LOCAL
Shared-use Path Design (2025)	-	-	\$290,000
Shared-use Path Construction (2028)	\$1,164,000	\$291,000	-

City Total Estimated Cost	\$581,000
WisDOT Total Estimated Cost	\$1,164,000

Project design and construction are anticipated in 2025 and 2028 respectfully. This project would be managed through the Engineering Division; a WisDOT TAP Grant award would also be managed through the Engineering Division, after submittal from the Finance Department per the City's purchasing policy.

Attachments:

- Site Map
- Draft Resolution



Lines

— City Limits

10' CONCRETE SHARED-USE PATH

Parcels



THE CITY OF
WATERTOWN
Opportunity runs through it.

City of Watertown Geographic Information System

Scale: 1 inch = 400 feet
SCALE BAR = 1"

Printed on: January 2
Author: Private Use

DISCLAIMER: This map is not a substitute for an actual field survey or on-site investigation. The accuracy of this map is limited to the quality of the records from which it was assembled. Other inherent inaccuracies occur during the compilation process. City of Watertown makes no warranty whatsoever concerning this information.

**DRAFT RESOLUTION TO
SUPPORT TAP GRANT APPLICATION SUBMITTAL – S. CHURCH
STREET SHARED-USE PATH**

**SPONSOR: MAYOR MCFARLAND
FROM: FINANCE COMMITTEE**

WHEREAS, it is determined to be in the best interests of the City of Watertown to support on and off-road pedestrian and bicycle facilities; and,

WHEREAS, the City of Watertown intends to establish a ten foot (10') wide concrete shared-use path on S. Church Street along the east right-of-way from Jefferson Road south to Air Park Drive; and,

WHEREAS, the City of Watertown recognizes that submission of the Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP) Grant application as presented and described by the City of Watertown Engineering Division to be further beneficial and consistent with advancing community efforts; and,

WHEREAS, THE WisDOT TAP Grant provides funding of up to eighty percent of eligible construction costs; and,

WHEREAS, The City of Watertown will commit to provide applicable matching funds to eligible construction costs, wherein twenty percent, and will provide funding for one hundred percent of non-eligible reconstruction costs, design fees, and inspection fees. Funding for said project will be requested in appropriate budget cycles.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN:

That the proper City Officials be and are hereby authorized to submit the above-described funding application upon the foregoing purposes and objectives and subject to the required contributions and amounts that will satisfy the funding award match criteria.

	YES	NO
DAVIS		
LAMPE		
BOARD		
BARTZ		
BLANKE		
SMITH		
SCHMID		
WETZEL		
MOLDENHAUER		

ADOPTED October 3, 2023

CITY CLERK

APPROVED October 3, 2023

MAYOR

MAYOR MCFARLAND		
TOTAL		



Water Systems

800 Hoffmann Drive • P.O. Box 477 • Watertown WI 53094-0477
WASTEWATER (920) 262-4085 • WATER (920) 262-4075

To: Mayor McFarland & Members of the Finance Committee
From: Peter Hartz – Water Systems Manager

09/20/2023

Re: Water System agenda items for Finance committee meeting 09/25/2023

Dear Mayor McFarland & Committee Members:

Water Systems agenda item:

1. Review and take action – hire Robert Goodle to fill the open vacancy with the wastewater team as the Collection System Specialist at Grade H Step 1 (\$23.47/hr.), and permission to offer to an alternative candidate if necessary.

The Wastewater Department posted an opening for the Collections System Specialist position due to the incumbent leaving to take the same job in Beaver Dam.

Robert has shown he has the skill set necessary to expand his knowledge and put that to use for the wastewater utility. Roberts work history is filled with unique experiences obtained while doing many related jobs and general plumbing work. Robert understands and recognizes, assesses, and demonstrates the ability to work with and maintain cohesive requirements for staff and employer and is an example for coworkers based on his experience with previous employment thus helping to maximize productivity and efficiency.

I recommend extending the job offer to Robert Goodle at pay Grade H Step 1 - \$23.47 – sufficient funds are included in the 2023 budget to support this hire.

2. Review and take action - approve one-step adjustment for wastewater employee.
 - Scott Blasing of the wastewater team has met the requirements for one additional step in the pay plan based on obtaining the certification offered by the Wisconsin Department of Natural Resources. This step would be retroactive to August 23, 2023.
 - Scott Blasing – Grade I Step 4 (\$27.60/hr.) to a Grade I Step 5 (\$28.32/hr.)

If anyone has any questions, please feel free to contact me anytime.

Sincerely,

Peter Hartz
Watertown Water Systems

DATE: September 20, 2023**REQUEST TO FILL POSITION**

Position requests must be completed to fill positions. Requests will be initiated by the department manager, approved by the Mayor and then sent to the human resource (HR) department for processing. An internal request number will be assigned in HR upon receipt of the completed form.

NEW POSITION _____ FILLING A VACANCY X RECLASSIFICATION: _____POSITION TITLE Collections System SpecialistINCUMBENT: Nate Butterbrodt GRADE: H STEP: 4 NON-EXEMPTFT X PT _____ TEMP/SEASONAL/INTERN(Please list) _____DEPARTMENT Wastewater Department 1st SHIFT (flexible start time)WORK SCHEDULE 6 am – 2 pm (or 8 hours / day)Account# to charge recruitment fees: 02-85-00-44REASON FOR OPENING Nate Butterbrodt took the same job in Beaver Dam for more money, it is also his hometown.JUSTIFICATION TO FILL This is an approved and budgeted position for the sewer department – this person assists the sewer collections crew leader and other team members in day-to-day maintenance and operations of the wastewater collections and treatment system.

ESSENTIAL JOB FUNCTIONS AND QUALIFICATIONS (Job description may be attached)

Job description attached.

SPECIFIC RECRUITMENT ADVERTISING INSTRUCTIONS (where to post, how long, etc. If paid advertising is necessary, please include the appropriate account line information)

Posted immediately to all the normal sites used for water and wastewater job openings.DEPT HEAD SIGNATURE Peter Hartz DATE September 20, 2023

MAYOR SIGNATURE _____ DATE _____

HR SIGNATURE _____ DATE _____

HR USE ONLY RTF Number _____ - _____

DATE POSITION FILLED _____ PERSON FILLING POSITION _____

CITY OF WATERTOWN - POSITION DESCRIPTION

This job description has been prepared to assist in the evaluation of various classes of responsibilities, skills, and working conditions. It indicates the kinds of tasks and levels of work difficulty generally required of positions given this job. The principle duties and responsibilities enumerated are all essential functions except for supplemental duties and responsibilities. Supplemental duties are described beginning with the word "May." This job description is not intended to limit or modify the right of any supervisor to assign, direct and control the work of employees. Nothing contained herein is intended or shall be construed to create or constitute a contract of employment between any employee or group of employees and the City. The City retains and reserves any and all rights to change, modify, amend, add to, or delete from any section of this description as it deems, in its judgment, to be proper.

DATE: August 20, 2020

Title: Wastewater Collections System Specialist
Pay Grade: Grade H

Department: Wastewater Utility
FLSA Status: Non Exempt

General Summary:

This position's duties involve overseeing the job site and following direction of the crew leader. They help maintain and repair disruptions in 120 miles of sewer main, 6 sewer siphons, 7,660+ laterals, 2,500 manholes, 19 lift stations. This employee displays a high level of workmanship and pride in minimizing interruptions and inconveniences to the business, industry and citizens of the City Watertown.

Reporting Responsibility :

Under the direction of the Assistant Water Systems Manager WW reports to the Collections System Crew Leader. Tasks require the exercise of limited independent judgment, initiative, and discretion based on established policy and procedure. Work is reviewed through inspections and observation.

Specific Accountabilities:

- Rotating on call responsibilities which include holidays and weekends for emergencies.
- Assist in maintaining accurate and legible records related to the sanitary and storm sewer system (e.g., cleaning, televising, pop-ups, and video reports, etc.).
- Operation of the, hydro-vacuum machine, and television camera truck and associated equipment.
- Coordination and supervision of wastewater system construction, repairs, and maintenance of wastewater mains, services (laterals), manholes, and lift stations.
- Cleaning by flushing and maintenance of entire wastewater system located throughout entire city.
- All preventative maintenance of equipment used and also other wastewater treatment plant equipment maintenance as required.
- Electronic and paper record keeping of all jobs (scheduled, in-progress, completed), which includes electronic input into the City geographical information system GIS of parts used, locations of repairs, sewer main bends, service locations, manhole conditions, and type and material of sewer main in place for engineering required by manager. This includes up to date knowledge of technology used including computers, tablets, and GIS mapping database to locate gravity sewer main lines, services, and force mains from written directions.
- Setup and maintain safe construction work zones and direct traffic.
- Metering sewer sections including programming, data evaluation, and making the decisions where the flow meters are placed.
- Performs basic wastewater plant operations on weekends when on-call which includes laboratory testing and other basic plant operation checks.
- Cleaning and televising storm sewer system – as directed by Water Systems Manager
- Responsible to schedule and coordinate the annual, semi-annual and quarterly sampling and inspection monitoring with the Industrial Pre-Treatment program; daily checks on the sampling equipment, daily collection of wastewater samples, routine set-up and take down of equipment, ordering needed and required supplies for samples and equipment, coordination with businesses for access to remote interior and/or exterior sampling locations, site inspections of the permitted facilities on random notice.

Tools and Technology:

Understanding and ability to use heavy construction equipment such as service trucks, dump trucks, skid-steer, fork lift, hydro-vacuum machine, water pumps, television camera truck, various hydraulic tools and machinery. Computer knowledge and understanding of input/export of data into Geographical Informational Systems, tablet computer, desktop computer, Microsoft word & excel, smart phone use, two way radio language, engineering blue print interpretation, complex sewer system mapping interpretation which includes elevations and GPS location readings. Electronic leak correlation equipment and data interpretation. Knowledge and understanding of advanced integrated pipe line software systems and operations (IT Pipes, Pipe Tech, and Hanson). Confined space entry trained and certified, hold a valid commercial driver's license, and be certified in First Aid-CPR.

Knowledge, Skills, and Abilities:

High school graduation (or HSED equivalent) with three (3) years experience in the collection system and post high school training in the wastewater treatment field; and an equivalent combination of education, experience, and training that provides the following knowledge, skill, and ability:

- Considerable knowledge of sanitary and sewer systems.
- Ability to exercise independent judgment to apply facts and principals for developing approaches and techniques to proper resolution.
- Ability to exercise the judgment, decisiveness and creativity required in situations involving the direction, control and planning of an entire program or multiple programs.
- Knowledge of occupational hazards and ability to work safety and take precautions for safe working.
- Considerable knowledge of maintenance, and cleaning of cleaning and televising equipment.
- Good ability to understand and follow all regulations controlling Confined Space Entry.
- Ability to work long and unusual working hours in extreme weather conditions and working while fatigued while perform light to heavy physical tasks under varying weather conditions.
- Ability to take written directions, or computer GIS data, and correlate to site setting in order to find main and service laterals
- Ability to clean and wax floors
- Ability to perform routine maintenance
- Ability to operate building and grounds equipment.
- Ability to maintain effective working relationships with others.
- Ability to understand and carry out instructions and to adhere to prescribed office practices.
- Ability to develop and maintain accurate records.
- Ability to be on call 24/7 on a rotating basis with other staff work for weekends and overtime.
- Common sense
- Knowledge of pipe grades (oversize, undersize, cast, ductile, vermiculite clay)

Physical Demands: Lifting approximately 100 lbs. occasionally, with frequent lifting and/or carrying of objects weighing up to 50 lbs. Stooping, kneeling, crouching, crawling, reaching, handling, feeling, working with fingers, seeing, and walking or standing to a significant degree. Employee must have stamina and able to maintain physical exertion for long periods of time. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Requires the ability to recognize and identify similarities or differences between characteristics of colors, shapes, sounds, odors and textures associated with job-related objects, materials and tasks.

Environmental Adaptability: Tasks may risk exposure to adverse environmental conditions, such as dirt, dust, pollen, odors, wetness, fumes, temperature and noise extremes, machinery, vibrations, electric currents, traffic hazards, toxic/poisonous agents, disease or pathogenic substances.

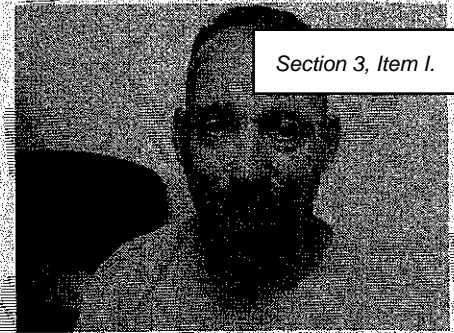
License:

State of Wisconsin; Regular Driver License, and a Class "B" Commercial Driver License. Wisconsin Department of Natural Resources Advanced Wastewater Operator Certification Subclass "SS" (Sanitary Sewage Collection System)



SCORE REPORT

Section 3, Item 1.



WASTEWATER B - SOLIDS SEPARATION EXAM

BLASING, SCOTT C
202 JENNA CT
WATERTOWN, WI 53098
UNITED STATES OF AMERICA

CANDIDATE ID NUMBER: WI0039426
EXAMINATION DATE: 08/23/2023
CONTROL ID: 5050216
PID: 3595382
WI CERT ID NUMBER: 39426

You have **passed** this examination. Your score is **80%** correct.
The passing score is **75%** correct.

Content Area	Your Score	Max Score
1 Theory and Principles	4	4
2 Operation and Maintenance	15	20
3 Monitoring, Process Control, and Troubleshooting	12	16
4 Safety and Regulations	4	4
5 Calculations	5	6
TOTAL	40	50

Congratulations on passing the exam listed above. Your certificate will automatically be sent to you by the Wisconsin Department of Natural Resources. If you have any questions, please contact Wisconsin Department of Natural Resources.

Wisconsin Department of Natural Resources
101 S. Webster Street PO Box 7921
Madison, WI 53707-7921
Telephone: (608) 228-5190
Website: <https://dnr.wisconsin.gov/topic/opcert/exams.html>
Email: DNROpCert@wisconsin.gov

MEMO

TO: Mayor McFarland and Committee Members
FROM: Jaynellen J. Holloway, P.E.
DATE: September 20, 2023
RE: Finance Committee Agenda Narrative of September 25, 2023

Agenda Item:

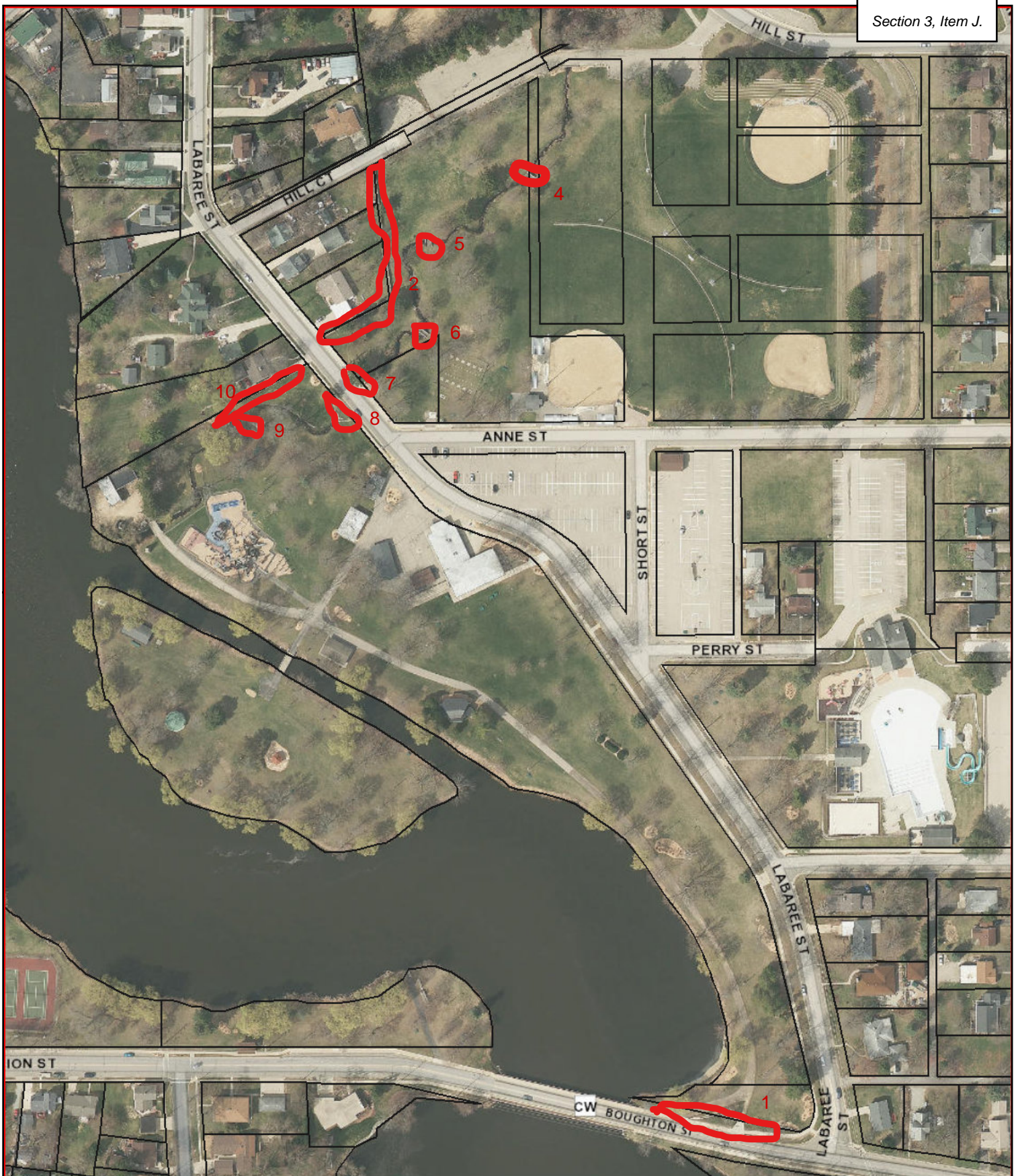
Review and take possible action: Approve Change Order No. 2 with K & K Masonry on Riverside Park Wall project for \$28,000

BACKGROUND

Review and take possible action: Approve Change Order No. 2 with K & K Masonry on Riverside Park Wall project for \$28,000: Curt Keeser of K& K Masonry brought to engineering Division's attention that the retaining walls supporting the viewing structure – Area #8 need to be removed and replaced in the same historical architecture. Both walls failing. Curt assured Engineering he would be able to reuse most of the same stone and rebuild in such a way you would not be able tell it was new. The cost to perform this work is \$14,000 for each wing for a total of \$28,000. We have in the budget approximately \$9,000 remaining to cover this change order. The Engineering Division has reached out to the Watertown Community Foundation to see if they might cover the remaining portion. We hope to have an answer by Monday's meeting.

ATTACHMENTS:

- Site Map



Parcels



EXERCISE OF OPTIONS FOR SHARED-RIDE TAXI (SRT) SERVICES

Instructions: Transit Systems must complete all blue sections of this form. The federal clauses (attached below this form) must also be signed by the supplier and submitted to **Joe Turchi**.

Please note: Transit systems that have a 2-year base contract and do not require an exercise of options do not need to complete and submit this form.

Transit Name	City of Watertown Shared Ride System		
Contract Number	2020-T3	In what year was the solicitation of this contract completed?	2020

Shared-Ride Taxi (SRT) contracts include options to ensure the future availability of services, so long as the Transit System is able to justify those options as needed for its public transportation or project purposes. An option is a unilateral right in a contract by which, for a specified time, a recipient may acquire additional equipment, supplies, or services than originally procured.

As required by Federal Transit Administration’s (FTA) Circular 4220.1F, Transit Systems must complete a price analysis for every mutually agreed upon Shared Ride Taxi contract option.

Exercise of Options

Transit system must notate a check next to the appropriate cell:

<input type="checkbox"/>	CY2024 will be the second year of the contract and it needs an exercise of options.
<input type="checkbox"/>	CY2024 will be the third year of the contract and it needs an exercise of options.
<input checked="" type="checkbox"/>	CY2024 will be the fourth year of the contract and it needs an exercise of options.
<input type="checkbox"/>	CY2024 will be the fifth year of the contract and it needs an exercise of options.

Updated Vendor’s Hourly Rate

To calculate your vendor’s updated hourly rate for the next year, add the annual inflation rate percentage points (from August 2023) to the vendor’s current rate.

The Consumer Price Index for all items as published on the Bureau of Labor Statistics web site can be found here.

The current rate (CPI-U) for all items used for this calculation is 3.7% based on the annual rate from August 2023 in the Transit System’s RFP.

Watertown Transit current rate per hour (A)	Current Rate of Inflation (To reflect the increase this rate is presented as “1+percent”) (B)	Rate that will be paid in 2024 (Sum of Cell A multiplied by Cell B)
\$31.27	1.037	\$32.43

Transit System must compare the 2024 rate with the spreadsheet of Shared-Ride Taxi service costs for systems statewide (taking into account similar percentage increases for inflation as calculated above).

Contract Max Amount

The maximum amount of funding for this contract extension shall be \$969,657.00 based on 29,900 hours of service at the rate of \$32.43 per hour.

Fair and Reasonable Justification

Transit System must provide a written justification, with **specific information**, why the Vendor’s 2024 hourly rate is *fair and reasonable* (Stating “per contract” is not an adequate response to comply with FTA requirements).

The Vendor’s rate is fair and reasonable because: The 2024 Watertown rate of \$32.43 falls in the middle of all Group 6 participants.

By signing this form, *City of Watertown* agrees to a one-year extension of shared ride taxi service contract with Passenger Transit Inc. that is in accordance with the original contract, Request for Proposal solicitation, all attachments, addenda and revisions, the contractor’s proposal, and all applicable federal certifications and clauses. This extension is valid for January 1st, 2024 to December 31st, 2024.

Please have this document signed by the supplier and a transit system signatory authority, email the signed document to **Joe Turchi** josepho.turchi@dot.wi.gov 608-267-3568

The federal clauses (attached below) must also be signed by the supplier and submitted to **Joe Turchi**.

Richard Running, Passenger Transit Inc.


Vendor/Provider Name and Signature

9/18/23

Date

Transit System/ Municipality Name & Signature

Date

Federal Clauses

for

Federal Contracts



**Prepared by the Wisconsin Department of Transportation
Bureau of Transit, Local Roads, Railroads and Harbors**

September 6, 2023

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**FTA Master Agreement**

Federal grant monies (insert federal grant agreement amount) fund this contract, in whole or in part (Section 53XX – CFDA 20.5XX). As such, agencies receiving such funds and contractors awarded contracts that use such funds must comply with certain Federal certifications and clause requirements. This includes, for purchases of rolling stock over \$150,000, compliance with Buy America Act requirements, including pre-award and post-delivery audit requirements and certifications, as well as requirements and certifications applicable under the Federal Motor Vehicle Safety Standard (FMVSS). It is the contractor's responsibility to be aware of the pertinent certifications and contract clauses, as identified by the Issuing Agency for the instant procurement and ensure compliance with such requirements prior to award and throughout the term of any resultant contract. The full text of these clauses is available at the National Rural Transit Assistance Program (RTAP) website under "ProcurementPro." The website address is: <http://www.nationalrtap.org/>.

NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- (3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this 18

Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

Table of Contents

No.	Title	Bidder Required Information
1	BUY AMERICA REQUIREMENTS	N/A
2	Limitation on Certain Rolling Stock Procurements	N/A
3	BUS TESTING	N/A
4	PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS	N/A
5	LOBBYING	Yes
6	GOVERNMENT-WIDE DEBARMENT AND SUSPENSION	Yes
7	DISADVANTAGED BUSINESS ENTERPRISE (DBE)	Yes
8	FLY AMERICA REQUIREMENTS	No
9	CHARTER BUS REQUIREMENTS	No
10	SCHOOL BUS REQUIREMENTS	No
11	CARGO PREFERENCE REQUIREMENTS	No
12	SEISMIC SAFETY REQUIREMENTS	No
13	ENERGY CONSERVATION REQUIREMENTS	No
14	CLEAN WATER REQUIREMENTS	No
15	ACCESS TO RECORDS AND REPORTS	No
16	FEDERAL CHANGES	No
17	BONDING REQUIREMENTS	No
18	CLEAN AIR	No
19	RECYCLED PRODUCTS	No
20	DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS	No
21	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT	No
22	EQUAL EMPLOYMENT OPPORTUNITY	No
23	NO GOVERNMENT OBLIGATION TO THIRD PARTIES	No
24	PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS	No
25	TERMINATION	No
26	PRIVACY ACT	No
27	CIVIL RIGHTS REQUIREMENTS	No
28	BREACHES AND DISPUTE RESOLUTION	No
29	PATENT AND RIGHTS IN DATA	No
30	TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS	No
31	INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS	No
32	DRUG AND ALCOHOL TESTING	No
33	SAFE OPERATION OF MOTOR VEHICLES	No
34	ADA ACCESS	No
35	VETERANS EMPLOYMENT	No

36	PROHIBITION ON PROVIDING OR USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	No
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1. **BUY AMERICA REQUIREMENTS**

49 U.S.C. 5323(j)
49 CFR Part 661

Applicability to Contracts

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000).

Flow Down Requirements: The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$150,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

Mandatory Clause/Language: The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content for FY2016 and FY2017, a minimum 65% domestic content for FY2018 and FY2019 and a minimum 70% domestic content for FY2020 and beyond.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date	
Name	
Signature	
Company Name	
Title	

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date

Name

Signature

Company
Name

Title

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date

Name

Signature

Company
Name

Title

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date

Name	
Signature	
Company Name	
Title	

2. **Limitation on Certain Rolling Stock Procurements**

49 U.S. Code § 5323

(1) In general — Except as provided in paragraph (5), financial assistance made available under this chapter shall not be used in awarding a contract or subcontract to an entity on or after the date of enactment of this subsection for the procurement of rolling stock for use in public transportation if the manufacturer of the rolling stock —

(A) is incorporated in or has manufacturing facilities in the United States; and

(B) is owned or controlled by, is a subsidiary of, or is otherwise related legally or financially to a corporation based in a country that —

(i) is identified as a nonmarket economy country (as defined in section 771(18) of the Tariff Act of 1930 (19 U.S.C. 1677(18))) as of the date of enactment of this subsection;

(ii) was identified by the United States Trade Representative in the most recent report required by section 182 of the Trade Act of 1974 (19 U.S.C. 2242) as a foreign country included on the priority watch list defined in subsection (g)(3) of that section; and

(iii) is subject to monitoring by the Trade Representative under section 306 of the Trade Act of 1974 (19 U.S.C. 2416).

(2) Exception — For purposes of paragraph (1), the term “otherwise related legally or financially” does not include —

(A) a minority relationship or investment; or

(B) relationship with or investment in a subsidiary, joint venture, or other entity based in a country described in paragraph (1)(B) that does not export rolling stock or components of rolling stock for use in the United States.

(3) International agreements — This subsection shall be applied in a manner consistent with the obligations of the United States under international agreements.

(4) Certification for rail rolling stock —

(A) In general — Except as provided in paragraph (5), as a condition of financial assistance made available in a fiscal year under section 5337, a recipient that operates rail fixed guideway service shall certify in that fiscal year that the recipient will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in paragraph (1).

- (B) Separate certification — The certification required under this paragraph shall be in addition to any certification the Secretary establishes to ensure compliance with the requirements of paragraph (1).
- (5) **Special rules.** —
- (A) Parties to executed contracts —
This subsection, including the certification requirement under paragraph (4), shall not apply to the award of any contract or subcontract made by a public transportation agency with a rail rolling stock manufacturer described in paragraph (1) if the manufacturer and the public transportation agency have executed a contract for rail rolling stock before the date of enactment of this subsection.
- (B) Rolling stock — Except as provided in subparagraph (C) and for a contract or subcontract that is not described in subparagraph (A), this subsection, including the certification requirement under paragraph (4), shall not apply to the award of a contract or subcontract made by a public transportation agency with any rolling stock manufacturer for the 2-year period beginning on or after the date of enactment of this subsection.
- (C) Exception — Subparagraph (B) shall not apply to the award of a contract or subcontract made by the Washington Metropolitan Area Transit Authority.

Limitation on Certain Rolling Stock Procurements	
I hereby certify that the Transit Vehicle Manufacturer included in this bid has complied with the requirements of 49 U.S.C. § 5323(u), Limitation on Certain Rolling Stock Procurements, and that it has not been disapproved by the Federal Transit Administration.	
<div></div>	
Manufacturer's Name	
<div></div>	<div></div>
Individual's Name	Title
<div></div>	<div></div>
Authorized Signature	Date

3. **BUS TESTING**

49 U.S.C. 5318(e)
49 CFR Part 665

Applicability to Contracts: The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

Flow Down Requirement: The Bus Testing requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

Model Clause/Language: Clause and language therein are merely suggested. 49 CFR Part 665 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors. Bus Testing Certification and language therein are merely suggested.

Bus Testing - The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date	
Name	
Signature	
Company Name	
Title	

4. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS

49 U.S.C. 5323

49 CFR Part 663

Applicability to Contracts: These requirements apply only to the acquisition of Rolling Stock/Turnkey.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

Flow Down Requirement: These requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

Model Clause/Language: Clause and language therein are merely suggested. 49 C.F.R. Part 663 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors.

Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.

Specific language for the Buy America certification is mandated by FTA regulation,

"Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended,"

49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j).

Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS
FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$150,000.)

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date	
Name	
Signature	
Company Name	
Title	

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date	
Name	
Signature	
Company Name	
Title	

5. LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

Applicability to Contracts: The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000.

Flow Down Requirement: The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language: Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A. Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Use of "Disclosure of Lobbying Activities," Standard Form--LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$50,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.


(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, **Passenger Transit Inc.**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Date	9/18/23
Name of Contractor's Authorized Official	Richard Running
Signature of Contractor's Authorized Official	
Company Name	Passenger Transit Inc.
Title of Contractor's Authorized Official	President

6. **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

CFR part 180
CFR part 1200
CFR § 200.213
CFR part 200 Appendix II (I)
Executive Order 12549
Executive Order 12689

Background and Applicability

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Flow Down

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the

next lower tier.

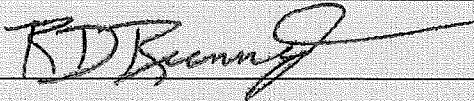
Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Recipient. If it is later determined by the Recipient that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Date	9/18/23
Name	Richard Running
Signature	
Company Name	Passenger Transit Inc.
Title	President

7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Applicability to Contracts: The Disadvantaged Business Enterprise (DBE) program provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all U.S. DOT- assisted contracting activities. A formal clause such as that below **must** be included in all contracts and subcontracts above the micro-purchase level (\$10,000 except for construction contracts over \$2,000).

Clause Language

Each contract the **Recipient** signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following Federal Clause language:

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. WisDOT's DBE transit goal for **FFY 2023-2025 is 1.61%**. A separate contract specific goal ☐ **has** or ☒ **has not** been established for this procurement.
- b. The **RECIPIENT**, contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the **RECIPIENT** deems appropriate, which may include, but is not limited to:
 - i. Withholding monthly progress payments
 - ii. Assessing sanctions
 - iii. Liquidated damages, and/or
 - iv. Disqualifying the contractor from future bidding as non-responsible.
- c. The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the **RECIPIENT**.
- d. The contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBEs as listed in its written documentation of its commitment to the **RECIPIENT**.
- e. The contractor is required to pay subcontractors for satisfactory performance of their contracts no later than 10 calendar days from receipt of each payment the **RECIPIENT** makes to the contractor. The contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the contractor provides written notification to the subcontractor and the **RECIPIENT** documenting "just cause" for withholding payment. The contractor is not allowed to withhold retainage from payments due subcontractors.
- f. The contractor will be required to report its DBE participation obtained throughout the period of performance.

- g. The contractor shall not terminate a DBE subcontractor listed in its written documentation of its commitment to the **RECIPIENT** to use a DBE subcontractor (or an approved substitute DBE firm) without the **RECIPIENT's** prior written consent per 49 CFR Part 26.53(f). This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
- h. The contractor must promptly notify the **RECIPIENT** whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work. The contractor must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work under contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the procurement. The good faith efforts shall be documented by the contractor.
- i. The contractor may provide written consent only if the **RECIPIENT** agrees, for reasons stated in the concurrence document, that it has good cause to terminate the DBE Firm. For purposes of this paragraph, good cause includes the following circumstances:
 - i. The listed DBE subcontractor fails or refuses to execute a written contract.
 - ii. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor.
 - iii. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
 - iv. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
 - v. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
 - vi. **RECIPIENT** determined that the listed DBE subcontractor is not a responsible contractor;
 - vii. The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
 - viii. The listed DBE is ineligible to receive DBE credit for the type of work required;
 - ix. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
 - x. Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.
- j. Before transmitting to the **RECIPIENT** its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the **RECIPIENT**, of its intent to request to terminate and/or substitute, and the reason for the request.

Commercially Useful Function Monitoring

Per 49 CFR 26.55 A DBE performs a commercially useful function (CUF) when the DBE is responsible for execution of their work under the contract and the DBE is carrying out its responsibilities by actually performing, managing, and supervising their work. A DBE firm does not perform a CUF if the DBE role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

On federal aid contracts, the signature of the Project Manager on the DT1582 Completion Certificate serves as certification that the Project Engineer and/or project staff effectually monitored the DBE work performance and contract records to verify that the DBE firms were responsible for the execution of their work under the contract having performed a CUF.

8. FLY AMERICA REQUIREMENTS

49 U.S.C. §40118

41 CFR Part 301-10

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under 10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirements: The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Model Clause/Language: The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

9. CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d)

49 CFR Part 604

Applicability to Contracts

The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

Flow Down Requirements: The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language: The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

10. SCHOOL BUS REQUIREMENTS

49 U.S.C. 5323(F) 49 CFR Part 605

Applicability to Contracts: The School Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow Down Requirements: The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language: The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

11. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241 46 CFR Part 381

Applicability to Contracts: The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirements: The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

Model Clause/Language: The MARAD regulations at 46 CFR 381.7 contain suggested contract clauses. The following language is proffered by FTA.

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment,

material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

12. SEISMIC SAFETY REQUIREMENTS

42 U.S.C. 7701 et seq. 49

CFR Part 41

Applicability to Contracts: The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirements: The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Model Clauses/Language: The regulations do not provide suggested language for third-party contract clauses. The following language has been developed by FTA.

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

13. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

2 CFR Part 1201

Applicability to Contracts: The Energy Conservation requirements are applicable to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirements: The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Model Clause/Language: No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the

Energy Policy and Conservation Act.

14. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Applicability to Contracts: The Clean Water requirements apply to each contract and subcontract which exceeds \$150,000.

Flow Down Requirements: The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language: While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements.

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$50,000 financed in whole or in part with Federal assistance provided by FTA.

15. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

Applicability to Contracts: Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: FTA does not require the inclusion of these requirements in subcontracts.

Model Clause/Language: The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 18 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving

federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 18 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

REQUIREMENTS FOR ACCESS TO RECORDS AND REPORTS BY TYPES OF CONTRACT

	Operational Service Contract	Turnkey Contract	Construction Contract	Arch. or Engineering Contract	Rolling Stock Contract	Professional Service Contract
State Grantees						
Contracts below Simplified Acquisition Threshold (Small Purchase) (\$250,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
Contracts above \$100,000/Capital Projects	None unless ¹ non- competitive award	Those imposed on state pass thru to contractor	Yes, if non- competitive award or if funded thru ² 5307, 5309, 5311	None unless non- competitive award	None unless non- competitive award	None unless non- competitive award
Non-State Grantees						

Contracts below Simplified Acquisition Threshold (Small Purchase) (\$250,000)	Yes	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
Contracts above \$100,000/Capital Projects	Yes	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes

Sources of Authority: 49 USC 5325 (a), 49 CFR 633.17, 18 CFR 18.36 (i)

16. **FEDERAL CHANGES**

2 CFR Part 1201

Applicability to Contracts: The Federal Changes requirement applies to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language: No specific language is mandated. The following language has been developed by FTA.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

17. **BONDING REQUIREMENTS**

Applicability to Contracts: For those construction or facility improvement contracts or subcontracts exceeding \$250,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

- a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:

- (1) 50% of the contract price if the contract price is not more than \$1 million;
- (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- (3) \$2.5 million if the contract price is more than \$5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Flow Down Requirement: Bonding requirements flow down to the first tier contractors.

Model Clauses/Language: FTA does not prescribe specific wording to be included in third party contracts. FTA has prepared sample clauses as follows:

Bid Bond Requirements (Construction)

(a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The

(Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:

- (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
- (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- (iii) Two and one half million if the contract price is more than \$5 million.

2. If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

(a) The following situations may warrant a performance bond:

- 1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
- 2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
- 3. Substantial progress payments are made before delivery of end items starts.
- 4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

- 1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
- 2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

- 1. The penal amount of payment bonds shall equal:
 - (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

18. CLEAN AIR

42 U.S.C. 7401 et seq

40 CFR 15.61

2 CFR Part 1201

Applicability to Contracts: The Clean Air requirements apply to all contracts exceeding \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year.

Flow Down Requirement: The Clean Air requirements flow down to all subcontracts which exceed \$150,000.

Model Clauses/Language: No specific language is required. FTA has proposed the following language.

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

19. RECYCLED PRODUCTS**42 U.S.C. 6962****40 CFR Part 247****Executive Order 12873**

Applicability to Contracts: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

Flow Down Requirement: These requirements flow down to all to all contractor and subcontractor tiers.

Model Clause/Language: No specific clause is mandated, but FTA has developed the following language.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

20. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS**Background and Application**

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 18 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts' requirements are satisfied.

Clause Language**Davis-Bacon and Copeland Anti-Kickback Acts**

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and

mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form

WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage

determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

21. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 18 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 18 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than \$100,000." 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

Clause Language

Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

22. EQUAL EMPLOYMENT OPPORTUNITY

41 CFR 560-1.4

Applicability to Contracts: Applicable to all contracts except micro-purchases (except for construction contracts over \$2,000.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

Flow Down Requirement: Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language: Federal Requirements and Guidance. The Recipient agrees to prohibit, and assures that each Third Party Participant will prohibit, discrimination on the basis of race, color, religion, sex, or national origin, and:

- (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
- (b) Facilitate compliance with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and as further amended by Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," July 21, 2014,
- (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 13.a of this Master Agreement, and
- (d) Follow Federal guidance pertaining to Equal Employment Opportunity laws and regulations, and prohibitions against discrimination on the basis of disability,

Specifics. The Recipient agrees:

- (a) Prohibited Discrimination. As provided by Executive Order 11246, as amended, and as specified by U.S. Department of Labor regulations, to ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their:
 - 1. Race,
 - 2. Color,
 - 3. Religion,
 - 4. National origin,
 - 5. Disability,
 - 6. Age,
 - 7. Sexual origin,
 - 8. Gender identity, or
 - 9. Status as a parent, and
- (b) Affirmative Action. Take affirmative action that includes, but is not limited to:
 - 1. Recruitment advertising, recruitment, and employment,
 - 2. Rates of pay and other forms of compensation,
 - 3. Selection for training, including apprenticeship, and upgrading, and
 - 4. Transfers, demotions, layoffs, and terminations, but
- (c) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and

Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures that each Third Party Participant will comply, with:

- (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and
- (b) Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note.

23. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts: Applicable to all contracts

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language: While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.

- (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

24. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

**31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307**

Applicability to Contracts: These requirements are applicable to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language: These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may

make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

25. TERMINATION

2 CFR Part 1201

2 CFR 200

FTA Circular 4220.1F

Applicability to Contracts: All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be affected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$250,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down Requirement: The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Model Clause/Language: FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

- a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
- b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract

price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. **Opportunity to Cure (General Provision)** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. **Waiver of Remedies for any Breach** In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

- e. **Termination for Convenience (Professional or Transit Service Contracts)** The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

- f. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- g. **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

- h. Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

- i. Termination for Convenience or Default (Architect and Engineering)** The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. **Termination for Convenience of Default (Cost-Type Contracts)** The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

26. PRIVACY ACT

5 U.S.C. 552

Applicability to Contracts: When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Model Clause/Language: The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

27. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicability to Contracts: The Civil Rights Requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Civil Rights requirements flow down to all third-party contractors and their contracts at every tier.

Model Clause/Language: The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shortened the lengthy text.

Civil Rights - The following requirements apply to the underlying contract:

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans

with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

28. BREACHES AND DISPUTE RESOLUTION

2 CFR Part 1201 FTA Circular 4220.1F

Applicability to Contracts: All contracts in excess of \$250,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down: The Breaches and Dispute Resolutions requirements flow down to all tiers.

Model Clauses/Language: FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Recipient. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Recipient.

In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Recipient shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

29. PATENT AND RIGHTS IN DATA

2 CFR Part 1201**37 CFR Part 401****49 CFR Part 19**

Applicability to Contracts: Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

Model Clause/Language: The FTA patent clause is substantially similar to the text of 49 C.F.R. Part 19, Appendix A, Section 5, but the rights in data clause reflects FTA objectives. For patent rights, FTA is governed by Federal law and regulation. For data rights, the text on copyrights is insufficient to meet FTA's purposes for awarding research grants. This model clause, with larger rights as a standard, is proposed with the understanding that this standard could be modified to FTA's needs.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause , provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e. , a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign

country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

30. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

49 U.S.C. § 5310, § 5311, and § 5333 29 CFR Part 215

Applicability to Contracts: The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

Flow Down Requirement: These provisions are applicable to all contracts and subcontracts at every tier.

Model Clause/Language: Since no mandatory language is specified, FTA had developed the following language. Transit Employee Protective Provisions. (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities

- If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the

Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§ 5311 in Nonurbanized Areas

- If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

31. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

Applicability to Contracts: The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The incorporation of FTA terms has unlimited flow down.

Model Clause/Language: FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

32. DRUG AND ALCOHOL TESTING

49 U.S.C. §5331

49 CFR Part 655

Applicability to Contracts: The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

Flow Down Requirements: Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with FTA regulation 49 CFR 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" and DOT regulation, 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol testing Programs".

Explanation of Model Clause/Language

Federal regulations 49 CFR 655 includes the following elements. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with 49 CFR Part 655. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

Explanation of Model Contract Clauses

Drug and Alcohol Testing

The contractor agrees to:

- (a) Establish and implement a drug and alcohol testing program that complies with Federal Transit Administration (FTA) regulation, 49 CFR Part 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" and US DOT regulation, 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol Testing Program".
- (b) Participate in the Drug and Alcohol Testing Consortium administered by WisDOT's approved Third Party Administrator that complies with 49 CFR Part 655.
- (c) Provide documentation and reports necessary to establish its compliance with Part 655, as amended, and permit any authorized representative of the United States Department of Transportation or its operating administrations and/or the State of Wisconsin, Department of Transportation or its authorized agents, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 as amended and review the testing process.

33. SAFE OPERATION OF MOTOR VEHICLES
23 U.S.C. part 402
Executive Order No. 13043
Executive Order No. 13513
U.S. DOT Order No. 3902.10

Applicability to Contracts

The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third party agreements supported with Federal assistance.

Flow Down Requirements: The Safe Operation of Motor Vehicles requirements flow down to all third party contractors at every tier.

Model Clause/Language: There is no required language for the Safe Operation of Motor Vehicles clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Safe Operation of Motor Vehicles Requirements -

Seat Belt Use: The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company A-60 rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving: The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

34. ADA ACCESS
49 USC 531 (d)

Applicability to Contracts: The ADA Access Requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The ADA Access Requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language: ADA Access. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

35. VETERANS EMPLOYMENT

FTA Circular 4220.1F (Chapter IV)
49 USC §5325(K)

Applicability to Contracts: The Veterans Employment provisions apply to all construction contracts.

Veterans Employment. Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

**36. PROHIBITION ON PROVIDING OR USING CERTAIN TELECOMMUNICATIONS AND VIDEO
SURVEILLANCE SERVICES OR EQUIPMENT**
Section 889

Consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), CONTRACTOR must not: (a) provide "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as part of its performance under this Contract, if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system; or (b) use such covered telecommunication equipment or services as a substantial or essential component of any system or as critical technology as part of any system, regardless of whether that use is in connection with performance of work under this Contract, subject only to the exception that covered telecommunications equipment or services may be provided or used if the equipment or services cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

**RESOLUTION TO
ENTER INTO ONE-YEAR CONTRACT WITH PASSENGER TRANSIT,
INC. FOR SHARED-RIDE TAXI SERVICE**

**SPONSOR: MAYOR MCFARLAND
FROM: FINANCE COMMITTEE**

WHEREAS, the City of Watertown released a request for proposals for a shared-ride taxi service provider for the period of January 1, 2021 through December 31, 2022 with three one-year options to follow on August 24, 2020 with a due date of October 2, 2020; and,

WHEREAS, the Transit Commission reviewed and scored the proposal received from Passenger Transit, Inc. and determined Passenger Transit, Inc. to be the sole responsible and responsive bidder and determined the pricing proposal to be fair and reasonable based on an independent cost estimate and market pricing; and,

WHEREAS, the Transit Commission has recommended to the Finance Committee and Common Council to enter into an exercise of options contract for year four with Passenger Transit, Inc., beginning January 1, 2024, through December 31, 2024 for 29,900 service hours per year at an hourly service rate of \$32.43.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE
CITY OF WATERTOWN, WISCONSIN:**

That the proper City officials be and are hereby authorized to enter into the attached contract with Passenger Transit, Inc. for the period of January 1, 2024, through December 31, 2024.

	YES	NO
DAVIS		
LAMPE		
BOARD		
BARTZ		
BLANKE		
SMITH		
SCHMID		
WETZEL		
MOLDENHAUER		
MAYOR MCFARLAND		
TOTAL		

ADOPTED , 2023

CITY CLERK

APPROVED , 2023

MAYOR

RESOLUTION TO
AUTHORIZE WRITE OFF OF
UNCOLLECTIBLE DELINQUENT PERSONAL PROPERTY TAXES

SPONSOR: MAYOR MCFARLAND
FROM: FINANCE COMMITTEE

WHEREAS, the following personal property tax accounts have become delinquent and collection efforts by the Finance Department have been unsuccessful; and

WHEREAS, in cases where allowed by Wis. Stats. §74.42, the Finance Department will pursue the chargeback process to recover amounts from other taxing jurisdictions that previously received settlement of their share of these personal property tax bills; and

WHEREAS, the Finance Committee has reviewed the list of outstanding amounts deemed uncollectible by the Finance Director, has been informed of collection efforts made on such accounts and has recommended writing off the remaining balances.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Watertown that the following delinquent personal property tax amounts be removed from the general ledger but collection efforts will continue where appropriate:

2020	Eve Photography	25.68
2020	Micronet Electronics	20.55
2022	Watertown Mart Inc	1.95
		48.18

	YES	NO
DAVIS		
LAMPE		
BOARD		
BARTZ		
BLANKE		
SMITH		
SCHMID		
WETZEL		
MOLDENHAUER		
MAYOR MCFARLAND		
TOTAL		

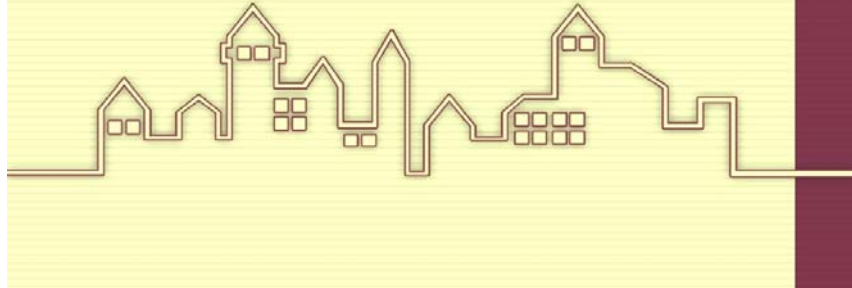
ADOPTED _____

CLERK

APPROVED _____

MAYOR

AAE Consulting Group



Insurance Value Report For

City of Watertown, Wisconsin
Municipal Property Insurance Company



Appraisal Effective Date: August 1st, 2023





Insurance Appraisal Report Overview

The following overview of the insurance appraisal report will help you and your organization to better understand the eight (8) exhibits of the report and property data contained within. If any questions arise after review of your appraisal report, feel free to contact Austin Engelhardt at AAE Consulting Group.

email: aengelhardt@aaeconsultinggroup.com | phone: (414) 350-1630

Certificate Letter – This section of the report identifies the subject property, defines the scope of the appraisal, and states the intended use and intended users of the appraisal. The certificate letter also identifies the valuation effective date (the value conclusions are accurate as of this date). Organizational experience and qualifications are also highlighted. The certificate letter also lists the limiting conditions and includes the certificate statements required for adherence to the Uniform Standards of Professional Appraisal Practice (USPAP).

Insurance Summary Report – This exhibit reports the value conclusions in summary format for all property included in the appraisal study, organized by physical location with subtotals contained within. The summary report also contains limited property data (frame type, square footage, and year built).

Insurance Detail Report – This exhibit provides full detail on each property that is subject of the appraisal. Broken down into 5 subsections - *Location Information, Construction Characteristics, Underwriting Data, Valuation Conclusions, and Notes* - this report section lists the information required to accurately determine insurable value and satisfies MPIC's appraisal reporting requirements, along with a digital image of each property appraised.

Additional Property Photographs – This exhibit includes additional property photographs in support of the appraised property utilizing the onsite methodology.

Desktop Valuation Analysis (3 sections) – This portion of the report is separated into three sections, based on asset classification (buildings, property in the open, and contractor's equipment), and lists all property that are subject to the Desktop Valuation methodology as outlined in MPIC's property appraisal program. This value analysis has been developed without physical inspection and is based solely on information provided by MPIC and its insured representatives without verification by AAE Consulting Group appraisers.

Appraisal Reconciliation Report – The final exhibit reconciles the current appraised value conclusions to the previously reported values on an individual, line-by-line property basis. Percentage change in values is stated for each property with the overall change in value for the entire property portfolio shown at the bottom of the report. This report helps to identify locations with large changes in value and offers notes to help the report reader better understand the reasoning behind large increases or decreases in insurable value.



Table of Contents

Certificate Letter	EXHIBIT 1
This exhibit states the purpose of the valuation study, its intended users, limiting conditions, and contains various other information required for USPAP compliance.	
Insurance Summary Report	EXHIBIT 2
This exhibit reports the value conclusions in summary format for all property included in the appraisal study and contains limited underwriting information – Onsite building appraisal methodology.	
Insurance Detail Report	EXHIBIT 3
This exhibit reports the value conclusions as well as various construction and underwriting data, complete with the property’s digital image – Onsite building appraisal methodology.	
Additional Property Photographs	EXHIBIT 4
This exhibit reports additional property photographs in support of the appraised property – Onsite building appraisal methodology.	
Appraisal Reconciliation Report	EXHIBIT 5
This exhibit reconciles the current appraised value conclusions to the previously reported values on an individual (location by location) property basis.	





August 23, 2023

Mr. Blair Rogacki, CPCU
Chief Executive Officer
Municipal Property Insurance Company
9701 Brader Way, Suite 301
Middleton, WI 53562

Mr. Rogacki -

AAE Consulting Group is pleased to provide our conclusions of value resulting from the recent property insurance appraisal for the **City of Watertown** in accordance with the specifications outlined by the Municipal Property Insurance Company (MPIC); an independent property insurance provider operating in the state of Wisconsin, operating solely for Wisconsin local government entities. Municipal Property Insurance Company was founded in 2015 by and with the support of the Wisconsin Municipal Mutual Insurance Company (WMMIC), Cities and Villages Mutual Insurance Company (CVMIC), and the League of Wisconsin Municipalities Mutual Insurance (LWMMI). Specifically designed to address the unique needs of municipalities for a stable and comprehensive property insurance company and serve as more than just an insurer. MPIC also acts as a service partner that provides the highest quality insurance product and ancillary services to municipalities.

The intended use of the appraisal is to provide value conclusions that will assist MPIC with its effort to maintain proper and supportable insurance to value, insurance limit placement, proof of loss documentation, and collection of important underwriting data as it relates to their property insurance reporting requirements. Our reported opinions are intended to provide assistance to MPIC in achieving their risk management goals and do not constitute a recommendation for insurance coverage. Any insurance coverage decisions shall remain the responsibility of MPIC and its insureds. Our report may only be utilized for the intended use described above.

The submitted reports have been deemed as an "Appraisal Report (Summary)" and are prepared under Standards Rule 8-2a (i – x) and Advisory Opinion 38. The criterion for this type of report has been achieved in the certificate letter of the report. Individualized detailed valuation backup will reside in our appraisal workfile and may be provided upon request of the client or in the event of court appearance.

MPIC is the sole intended user of this report or other work product produced in relation to this assignment. MPIC may disclose a copy of the report to other insurance professionals acting in an advisory role in connection with the intended use of this appraisal. Distribution of this report or other work product produced in relation to this assignment is prohibited without the written consent of AAE Consulting Group. No third party shall have the right of reliance on this report.

Replacement Cost can be described as the cost to construct or replace an item of equal quality and utility. Modern materials and manufacturing/construction methods will be used in the replacement of an item. *Replacement Cost* does not take into consideration improvements necessary to conform to changes in building codes, demolition, debris removal, site accessibility or site work, reuse of building components or services, overtime, bonuses for labor, soft costs, extraordinary fees, premiums for materials, or other contingencies. For insurance purposes, the prices used for labor, materials, overhead, profit and fees are those in effect as of the effective date of the valuation.

Exclusion Amount is defined as a provision in an insurance contract that describes property or portions of property that are not covered within the aforementioned contract. Through the direction of MPIC, insurance exclusions have been deemed standard and considered in the calculation of insurable value for property included as part of the appraisal study. Typical exclusions that were considered as part of this appraisal include: land acquisition costs, underground utilities, site preparation, basement excavation, and portions of foundations. For specific exclusions, we recommend referring to the current property insurance policy and consulting with a knowledgeable insurance professional.

Based upon the findings and valuation methodologies used in this study, it is our opinion that, for the intended use of this valuation, the replacement cost of the subject properties, as of August 1st, 2023 is fairly represented in the rounded totals:

Appraisal Type	Replacement Cost
Onsite Buildings	\$14,198,200
Onsite Contents	\$6,495,400
Onsite Property in the Open	\$0
Total Onsite	\$20,693,600
Desktop Buildings	\$0
Desktop Contents	\$0
Desktop Property in the Open	\$0
Desktop Contractor's Equipment	\$0
Total Desktop	\$0
Report Grand Total	\$20,693,600

In the event of a partial loss, the cost to repair/replace is typically proportionately higher when compared to the cost of full replacement. Physical changes to the property after the date of our field inspection are not reflected in this report.

The assets that were included in the study include:

- Buildings & Structures
- Process Equipment (reported as a portion of the total building value)
- Building Contents/Movable Equipment
- Property in the Open
- Contractor's Equipment

The assets that were excluded from the study include:

- Assets of an intangible nature
- Land/Landscaping
- Inventories, supplies, consumables, spare parts, records, drawings, and materials
- Licensed vehicles
- Fine art
- Property leased from others
- Improvements to leased property
- Employee's personal property
- Any property not presented to our staff or not in place at the time of inspection
- Property in the open not covered by MPIC
- All other property not specifically included in the scope of work



Scope of Work

Onsite Appraisal Methodology

As outlined in the appraisal program developed by MPIC, select assets were identified for onsite appraisal services. This appraisal methodology included a physical inspection.

Buildings/Structures: At each location (unless centrally located), a review of construction documents and architectural plans was conducted, and information was utilized to increase the accuracy of various data points. A building sketch was created, if appropriate, with the aid of the plan dimensions or by physically measuring each structure. To adhere to the specifics set forth by the Uniform Standards of Professional Appraisal Practices (USPAP), square footage information was calculated and confirmed for each building appraised via onsite appraisal methodology. Construction type, fire protection systems, building HVAC systems, interior/exterior finishes, and other important construction data were collected and confirmed via physical walk-through of each building. Additional information has been noted in the report narrative outlining any unique exposure concerns including vacant and/or unoccupied structures and additional structures not indicated on MPIC's schedule of insured locations.

All fixed process equipment located in utility structures (water, wastewater, electrical utilities, etc.) has been valued as a portion of the overall Building value and excluded from the calculated Contents value (described below). Aggregate process equipment values have been reported separately in our final report.

Equipment/Contents: For each property inspected, a determination of equipment/content values was established and reported. Detailed notes were recorded with the value calculated based on the type, quality, and density of equipment/furniture present. Although AAECG did not conduct a complete inventory of all equipment, our valuation methodology included a hybrid "lot and tally" procedure combined with a square foot cost modeling approach.

Property in the Open: Select locations have been identified through MPIC's appraisal program requiring onsite appraisal. Our appraisal staff has conducted a thorough inventory and valuation of all assets. Although reported in aggregate in the following report, a database was supplied to maintain consistency concerning the level of detail maintained by MPIC and their insureds.

Desktop Appraisal Methodology

As outlined in the appraisal program developed by MPIC, select property was identified for desktop appraisal services. No onsite inspection services were conducted for these identified assets. Our valuation of all assets falling out of the onsite scope (as defined by MPIC) was based solely on information provided by MPIC and their insureds. The results of our desktop value analysis do not constitute a replacement for the more detailed onsite appraisal methodology.

Buildings/Structures: The information supplied from the master statement of values and previous appraisal information were analyzed to provide a reasonable estimate of current insurable value. The accuracy of the supplied information was not verified via inspection and was assumed accurate. In the event that critical information was not available, the assigned appraiser made educated assumptions and/or requested additional information to derive at the reported opinion of value.



Equipment/Contents: Equipment and contents for properties appraised under the desktop appraisal methodology were reviewed based on reasonable assumptions, considering the size and occupancy of the building contained within. As no physical inspection services were performed, heavy reliance was made on the reported values shown via the SOV and previous appraisal reports.

Property in the Open: Property in the open assets appraised under the desktop appraisal methodology were reviewed based on reasonable assumptions pertaining to quality and size. As no physical inspection services were performed, heavy reliance was made on the reported values shown via the SOV and previous appraisal reports.

Contractor's Equipment: The purpose of our desktop solution was to provide MPIC with accurate and supportable insurable values for contractor's equipment. Our methodology included a desktop analysis of MPIC's current equipment database as well as supplemental information, as provided directly from the insured. Our service did not include onsite inspection/verification of the equipment information provided. Our appraisal staff has reviewed past appraisal conclusions to determine reasonable values. We utilized various costing sources, online resources, and internal equipment databases (new business) in addition to applying developed trend factors to bring previously reported values to current (in-force business reappraisals).

We have relied on MPIC and/or their insureds to provide greater detail on specific items that were not supported by our proposed valuation methodology. In select cases, AAE Consulting Group appraisers have communicated directly with the insured to provide greater detail on specific items.

Approaches to Value

As Replacement Cost conclusions (insurance purposes) are the intent of the appraisal, the cost approach was used most effectively. The other approaches to value were considered but not implemented since these approaches are most commonly used to develop some form of market value and were not applicable for the intended use of this assignment. As stated under USPAP Standards Rule 7.4, the appraiser has considered each approach to value and decided which were applicable to the current project scope.

- **Cost Approach:** Defined as starting with the current replacement cost new of the subject and deducting for the loss in value caused by physical deterioration, functional obsolescence, and economic obsolescence. This approach was the primary approach used in the study; however no deductions were taken due to the scope of the project to arrive at insurable replacement cost.
- **Income Approach:** Defined as the present value of future economic benefits of owning the property. Due to the nature and scope of the project, this approach was considered but *not implemented*. As defined in the intended use of this report, the income approach was not deemed as an acceptable means to derive at replacement cost. In addition, isolated income from a specific piece of equipment was impractical to develop.
- **Market Approach:** Defined as adjusting the prices that have been paid for assets comparable to the asset being appraised, equating the comparable to the subject. This approach was considered but *not implemented* due to the value definitions set forth by the scope of the project.



Flood zone and elevation data was made through the acquisition of GPS information collected by the assigned appraiser during the inspection process (Onsite Appraisal Method). The gathered GPS data was supplied to a 3rd party vendor for analysis and determination of the flood zone and elevation. AAE Consulting Group has not independently verified this information and cannot certify the accuracy of the data returned from this vendor.

Our opinion of value is represented as of the effective date and only for the intended use of the engagement. Should you have any questions regarding our report, please feel free to contact us directly at 414.350.1630 or via email at aengelhardt@aaeconsultinggroup.com.

Respectfully,

AAE Consulting Group



Limiting Conditions

1. Our report and value conclusions are intended solely for the intended use and intended users stated herein.
2. AAE Consulting Group has relied on certain information provided by the Client during our investigation. All information that has been provided to our staff by Client personnel is presumed to be accurate and reliable. AAE Consulting Group did not attempt to verify the accuracy of this information and accepts no responsibility for its accuracy.
3. AAE Consulting Group reserves the right to make adjustments to our opinions of value as deemed necessary and appropriate.
4. Our report will only be used for the specific purpose stated herein and any other use is invalid. No reliance may be made by any third party without our prior written consent. You may show our report in its entirety to those third parties that need to review the information contained therein. No one should rely on the report as a substitute for his or her own due diligence. Possession of this report or any copy thereof does not carry with it any rights including the right of publication. No portion of this report shall be disseminated to the public through prospectus, advertising, public relations, news, or any other means of communication without the written consent and approval of AAE Consulting Group.
5. AAE Consulting Group relied upon certain publicly available information during our investigation. It is assumed that this information is accurate. AAE Consulting Group did not attempt to verify the accuracy of this information and accepts no responsibility for its accuracy.
6. It is beyond the scope of this report to determine or assign ownership and/or insurance responsibility for any of the property included in this report. We assume no responsibility for the final determination of insurance responsibility as it relates to property ownership, leases, partnerships or other forms of legal interest in any of the property included in this report. No investigation was conducted, and we assume no responsibility for title to, or liabilities against the property appraised.
7. No person other than those identified (and the Client) had any significant professional input on the valuation process. Exceptions to this statement may include 3rd party vendors (flood zone and elevation determination) and contracted appraisers utilized to satisfy the expertise requirements to complete the valuations in the timeframe established.
8. It is assumed that there are no hidden, unapparent or inherent conditions to the property that may affect the valuation of the property. No responsibility is assumed for such consideration, or for arranging engineering studies that may be required to discover them. No environmental audit of the subject property has been conducted as part of this appraisal. It is assumed that the use of the subject assets complies fully with any and all environmental regulations and laws. It is also not our intent to provide safety, engineering or hazardous material surveys. Responsibility is not assumed for those areas.
9. AAE Consulting Group will maintain and house copies of our project backup and field notes, all relative correspondence, and the final reports and database(s) for a period not less than five years after preparation or at least two years after final disposition of any judicial proceeding in which the appraiser provided testimony related to the assignment,



- whichever period expires last. This policy is outlined in accordance with the American Society of Appraisers and the Uniform Standards of Professional Appraisal Practice (USPAP).
10. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
 11. Architectural blueprints were not made available to our staff in all cases during the appraisal process. Some property measurements were manually conducted by our appraisers while onsite. While this adversely affected the overall accuracy of our value conclusions, reasonable efforts were made to accurately obtain important information during the appraisal process. Our staff also utilized aerial imagery to verify and confirm certain property measurements. Equipment specs that are often collected via review of blueprints were also estimated during the onsite inspection. AAE Consulting Group does not accept responsibility for the accuracy of these estimates due to the limited amount of information provided to our staff during the inspection process.
 12. As discovered throughout the appraisal inspection process, certain properties may have been noted as being "historic". Through our further investigation, AAE Consulting Group's assigned appraiser(s) have noted these properties as being listed on the National Register of Historic Places. It is recommended that a specialized historic appraisal be conducted by a qualified firm. AAE Consulting Group accepts no responsibility for determining "historic reproduction cost" pertaining to these applicable properties. The values provided in this appraisal follow the definition of value as stated in the report.
 13. The Municipal Property Insurance Company agrees to indemnify and hold AAE Consulting Group, harmless from any losses, claims, actions, damages, expenses or liabilities, including reasonable attorneys' fees, to which we may become subject to in connection with this engagement, except for those attributed to our negligence. Your obligation for indemnification and reimbursement shall extend to any director, officer, employee, subcontractor, and affiliate or like individual or agency. In the event we are subject to any liability in connection with this appraisal, regardless of legal theory advanced, such liability will be limited to the amount of fees we received for this engagement.



I certify that, to the best of my knowledge and belief:

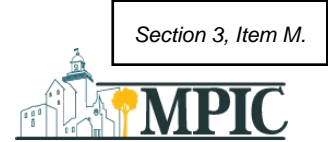
- ☒ The statements of fact contained in this report are true and correct.
- ☒ The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- ☒ I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- ☒ I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within a three-year period immediately preceding the agreement to perform this assignment.
- ☒ I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.
- ☒ My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- ☒ My compensation for completing this assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- ☒ My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- ☒ I have made a personal inspection of the property that is the subject of this report for those properties appraised under the Onsite Appraisal Methodology. No inspection was performed for those assets appraised under the Desktop Appraisal Methodology.
- ☒ The American Society of Appraisers has a mandatory recertification program to remain current accreditation. I verify that the accredited members of the project team are in compliance with these requirements.
- ☒ No one has provided significant appraisal assistance to the person signing this certification.

Austin Engelhardt, ASA

AAE Consulting Group
Austin Engelhardt, ASA, CPCU
President



Insurance Summary Report
Municipal Property Insurance Company



	<u>Frame Type</u>	<u>Year Built</u>	<u>Building RCN</u>	<u>RCN Less Excl.</u>	<u>Contents RCN</u>	<u>PITO RCN</u>	<u>Total RCN</u>
	<u>ISO Class</u>	<u>Total SF</u>	<u>Exclusions</u>				
Site: 0003 - Library							
Building: 01 - Library 100 South Water Street Watertown, WI 53094	Joisted Masonry	1906	\$14,743,700	\$14,198,200	\$6,495,400	\$0	\$20,693,600
	2-Joisted Masonry	41,528	\$545,500				
			Site Totals :	\$14,743,700	\$14,198,200	\$6,495,400	\$0
				\$545,500			\$20,693,600
			Report Totals:	\$14,743,700	\$14,198,200	\$6,495,400	\$0
				\$545,500			\$20,693,600



City of Watertown

Effective Date: 8/1/2023

Insurance Detail Report**Municipal Property Insurance Company****Property Location Information**

Entity: 5000442 - City of Watertown
Site: 0003 - Library
Building: 01 - Library
Address: 100 South Water Street
 Watertown, WI 53094
County: Jefferson
Latitude: N 43° 11.6636' **Longitude:** W 88° 43.5825'

Construction Characteristics

Foundation: Concrete Footings
 Concrete Slab on Grade
 Concrete Foundation Walls
Exterior Walls: Brick on Masonry
 Decorative Concrete Block
 Solid Brick
Flooring: Carpet
 Laminate Wood
 Vinyl Composite Tile
Ceiling: Suspended Acoustical
 Drywall
 None (Exposed Wood/Steel)
Partition Walls: Drywall
 Glass Panel
 Plaster
Roofing: Single-Ply Membrane
 Shingles, Composite
Building Services: Electrical
 Plumbing
 Heating
 Air Conditioning
Elevators: 1 - Passenger, 0 - Freight
Additional Features: Built-in Cabinets/Shelving
 Covered Entrance
 Built-in Lockers
 Fireplaces
 Attached Planters
 Exterior Wall Extensions
 Skylight
 Unique-See Notes

**Underwriting Data**

Sprinkler %: 100 **Intrusion System:** Yes
Manual Fire Alarm %: 100 **Emergency Lighting:** Yes
Auto Fire Alarm %: 100 **Exit Lighting:** Yes

Construction Date: 1906 **Additions:** 1984, 2021
Renovations: 1984, 2021

Occupancy: Public Library

Frame Type: Joisted Masonry

ISO Class: 2-Joisted Masonry

Number of Stories: 2 **Story Height:** 18

Building Area (SF): 41,528 **Flood Zone:** X

Basement Area (SF): 0 **Elevation:** 825

Total Area (SF): 41,528

Valuation Conclusions

Building RCN: \$14,743,700
Process Equipment RCN*: \$0
Building Exclusions*: \$545,500
Building RCN Less Exclusions: \$14,198,200
Contents RCN: \$6,495,400
Property in the Open RCN: \$0
Total RCN: \$20,693,600

RCN = Replacement Cost New

Property Notes

Addition and renovation completed in 2021. Partial Masonry Non-Combustible Frame (addition). Building features include: mechanical penthouse, 49 camera security system (monitored by Complex Security Solutions), passenger elevator (3-stop/3,500 lbs./dual door), wheelchair lift (750 lbs.), display cases, storage vault, interior wall art, exterior wall lighting, book drop, and decorative lighting fixtures. Contents include: library collection (99,105 volumes), shelving, library furniture and equipment, office furniture and equipment, (15) public access computers, and meeting/conference room furniture and A/V equipment. Portion of building leased to Watertown Family Connections (contents excluded).

Additional Property Photographs



000301 - Library
(Exterior Rear View)



000301 - Library
(Exterior Side View)



000301 - Library
(Interior View 1)



000301 - Library
(Interior View 2)



000301 - Library
(Interior View 3)



000301 - Library
(Interior View 4)

Appraisal Reconciliation Report

5000442 - City of Watertown

Appraised By: A. Engelhardt, ASA, CPCU

Asset ID	Asset Type	Site Name	Building Name/ Asset Description	Address	Previous Building RCN	Previous Contents RCN	Previous PITO RCN	Previous CE RCN	Previous Total RCN	Appraised Building RCN	Appraised Contents RCN	Appraised PITO RCN	Appraised CE RCN	Total RCN	Total % Change
001	Building	Library	Library	100 South Water Street	\$ 17,054,308	\$ 3,872,355	\$ -	\$ -	\$ 20,926,663	\$ 14,198,200	\$ 6,495,400	\$ -	\$ -	\$ 20,693,600	-1.1%
Report Totals:					\$ 17,054,308	\$ 3,872,355	\$ -	\$ -	\$ 20,926,663	\$ 14,198,200	\$ 6,495,400	\$ -	\$ -	\$ 20,693,600	-1.1%

MEMO

TO: Mayor McFarland and Committee Members

FROM: Jaynellen J. Holloway, P.E.

DATE: September 20, 2023

RE: Finance Committee Agenda Narrative of September 25, 2023

Agenda Item:

Review and take possible action: Approve Awarding Masonic Temple Stabilization Project Phase 1 to McMullen and Pitz Construction Company

BACKGROUND

Review and take possible action: Approve Awarding Masonic Temple Stabilization Project Phase 1 to McMullen and Pitz Construction Company: Engineering advertised and received one bid for the above referenced project on September 20th. One bid was received from McMullen and Pitz Construction Company for \$4,076,200.00.

ATTACHMENTS:

- Bid Tab


Masonic Temple Building Stabilization Project Phase 1 (#8622752)
Owner: Watertown WI, City of
Solicitor: Watertown WI, City of
09/20/2023 11:00 AM CDT
**McMullen and Pitz
Construction Company**

Section Title	Line Item	Item Cod	Item Description	UofM	Quantity	Unit Price	Extension
Base Bid A: Masonic Temple Stabilization							\$4,076,200.00
	1A	1A	All project Work other than Base Bis Item 02 and Base Bid Item 06	LS	1	\$3,477,000.00	\$3,477,000.00
	2A	2A	Soil Stabilization Shoring at East End of Excavation Limits	LS	1	\$9,750.00	\$9,750.00
	3A	3A	Demolition of Existing 12-Inch Deep Cross-Beams	LS	1	\$3,400.00	\$3,400.00
	4A	4A	Capture of any Jet Grout Breaching of the River Wall	LS	1	\$9,300.00	\$9,300.00
	5A	5A	Underpinning of Existing Footings Prior to Jet Grouting	EA	9	\$32,750.00	\$294,750.00
	6A	6A	Pre-Drilling and Grout Columns additional to that provided in Base Bid Item 01	EA	20	\$14,100.00	\$282,000.00
	7A	7A	Provide number of grout columns included 1A (BBI01) here (unit price shall equate to number of grout columns).	Ea	0	\$145.00	\$0.00
Base Bid Total:							\$4,076,200.00