



Agenda
Board of Water Commissioners
625 52nd Street, Room 202
Monday, April 22, 2024
5:30PM

Chairperson Dominic Ruffalo
Vice Chairperson Anthony Kennedy
Commissioner Brandi Ferree

Commissioner Peni Keeling
Commissioner Jack Rose
Commissioner Bill Siel

Call to Order
Roll Call
Citizen Comments

Approval of the Minutes for the meeting held on April 11, 2024. (page 2)

1. Award of Contract 2024-04-PROD for the 80th Street Ground Storage Tank Painting to lowest bidder L&T Painting, Inc. in the amount of \$630,500.00. (District 14) (page 3)
2. Award of Contract 2024-05-WWTP for the Final Clarifier #3 Rehabilitation to lowest bidder Sabel Mechanical, LLC in the amount of \$412,000.00. (District 3) (page 4)
3. Award of Contract 2024-06-W for the KWU 2024 Water Main Relay Package #3 to lowest bidder A.W. Oakes & Son, Inc. in the amount of \$344,040.00. (Districts 2 and 11) (page 5)
4. Property Use Agreement by and between the City of Kenosha Water Utility and National Power Rodding Corporation for Sanitary Sewer Lining Project (April-November 2024; Contract 2024-01-S). (District 10) (pages 6-13)

COMMISSIONERS' COMMENTS

End of Meeting

***IF YOU ARE DISABLED AND NEED ASSISTANCE, PLEASE CALL 262-653-4308
BY NOON BEFORE THIS MEETING FOR REASONABLE ON-SITE ACCOMODATIONS.***





**MINUTES
BOARD OF WATER COMMISSIONERS
April 8, 2024**

The regular meeting of the Board of Water Commissioners was held on Monday, April 8, 2024 in Room 202 of the Municipal Building.

The meeting was called to order at 5:37 p.m. by Chairperson David F. Bogdala.

At roll call the following members were present: Chairperson Bogdala, Vice Chairperson Bill Siel and Commissioners Dave Mau, Jack Rose and Dominic Ruffalo. Commissioner Anthony Kennedy was excused. KWU staff present included Melissa Arnot (Assistant General Manager), Ian Bagley (Director of Engineering) and Katie Karow (Director of Wastewater Treatment).

CITIZENS' COMMENTS: None

Approval of the Minutes for the meeting held on March 11, 2024.

It was moved by Vice Chairperson Siel and seconded by Commissioner Rose to approve. Motion carried unanimously.

1. Disbursements for the month of March 2024.

It was moved by Vice Chairperson Siel and seconded by Commissioner Rose to receive and file. Motion carried unanimously.

2. Renewal of Wastewater Discharge Permit for Bradshaw Medical, Inc. (10325 - 58th Place). (District 16)

Melissa Arnot spoke and recommended approval. Katie Karow answered Chairperson Bogdala's question. It was moved by Commissioner Rose and seconded by Commissioner Ruffalo to approve. Motion carried unanimously.

COMMISSIONERS' COMMENTS:

- Commissioner Ruffalo thanked Chairperson Bogdala for his leadership on the Board of Water Commissioners which was seconded by Vice Chairperson Siel and Commissioner Rose.
- Chairperson Bogdala thanked the Commissioners and KWU employees for their hard work. He added that it has been an honor to serve on the Board.
- Melissa Arnot congratulated Mayor-elect Bogdala and thanked him and Commissioner Mau for their dedicated service as Commissioners.

ADJOURNMENT - There being no further business to come before the Board of Water Commissioners, it was moved, seconded and unanimously carried to adjourn at 5:45 p.m.



Engineering Services

4401 Green Bay Road
Kenosha, WI 53144
Phone (262) 653-4315
Fax (262) 653-4303



“Providing and Protecting Kenosha’s Greatest Natural Resource”

April 16, 2024

To: Curtis Czarnecki, General Manager
From: Ian Bagley, Director of Engineering Services
Subject: Award of Contract 2024-04-PROD (Project 24-130)
80th Street Ground Storage Tank Painting

The Engineering Services Division received and opened bids for Contract 2024-04-PROD on Wednesday, March 13, 2024. Bids were received as follows:

<u>Contractor</u>	<u>Total Bid</u>
L&T Painting, Inc.	\$630,500.00
L.C. United Painting Co.	\$694,000.00
Seven Brothers Painting, Inc.	\$736,200.00
O&J Coatings, Inc.	\$761,000.00
Classic Protective Coatings, Inc.	\$862,500.00

I therefore recommend awarding this contract to the low bidder, L&T Painting, Inc., for the Total Bid amount of \$630,500.00.

*Copy to:
Board of Water Commissioners*

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“Providing and Protecting Kenosha’s Greatest Natural Resource”

April 16, 2024

To: Curtis Czarnecki, General Manager

From: Ian Bagley, Director of Engineering Services

Subject: Award of Contract 2024-05-WWTP (Project 24-190)
 Final Clarifier #3 Rehabilitation

The Engineering Services Division received and opened bids for Contract 2024-05-WWTP on Wednesday, April 3, 2024. There was a Base Bid and an Alternate Bid with the project. The Base Bid was to perform the clarifier rehabilitation by utilizing stainless steel replacement parts. The Alternate Bid was to perform the clarifier rehabilitation by utilizing fiberglass reinforced plastic replacement parts. Base and Alternate Bids were received as follows:

<u>Contractor</u>	<u>Total Base Bid (Stainless Steel)</u>
Rhode Brothers, Inc.	\$538,000.00
Sabel Mechanical, LLC	\$593,572.00
<u>Contractor</u>	<u>Total Alternate Bid (Fiberglass Reinforced Plastic)</u>
Sabel Mechanical, LLC	\$412,000.00
Rhode Brothers, Inc.	\$522,000.00

Our design consultant on this project, Donohue and Associates Inc., has confirmed that the fiberglass reinforced plastic parts will perform as well or better than stainless steel. With this in mind, I recommend awarding this contract to the low bidder, Sabel Mechanical, LLC, for the total Alternate Bid amount of \$412,000.00.

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“Providing and Protecting Kenosha’s Greatest Natural Resource”

April 16, 2024

To: Curtis Czarnecki, General Manager

From: Ian Bagley, Director of Engineering Services

Subject: Award of Contract 2024-06-W (Project 24-542, 24-544, 24-546, 24-548)
 KWU 2024 Water Main Relay Package #3
 8th Avenue - 51st Place to 52nd Street
 55th Street - 39th Avenue to 40th Avenue
 56th Street - 39th Avenue to 40th Avenue
 59th Street - 39th Avenue to 40th Avenue
 (350 LF of 8” Water Main, 810 LF of 2” Water Main)

The Engineering Services Division received and opened bids for Contract 2024-06-W on Wednesday, April 10, 2024. Bids were received as follows:

<u>Contractor</u>	<u>Total Bid</u>
A.W. Oakes & Son, Inc.	\$344,040.00
Five Star Energy Services, Inc.	\$366,800.00
Mid-City Corporation	\$407,100.00
Globe Contractors, Inc.	\$423,920.00

I therefore recommend awarding this contract to the low bidder, A.W. Oakes & Son, Inc., for the Total Bid amount of \$344,040.00.

Copy to:
 Board of Water Commissioners

PROPERTY USE AGREEMENT

By and Between

THE CITY OF KENOSHA WATER UTILITY
(Hereinafter referred to as "KWU")

And

USER National Power Rodding Corp.

ADDRESS 2500 W Arthington St., Chicago, IL 60612

CONTACT PERSON RESPONSIBLE Reid W. Ruprecht

TELEPHONE: 312-907-5292 (prior to use) 312-907-5292 (during use)

The above parties, in consideration of the mutual understanding, undertakings and agreements hereinafter set forth, agree as follows:

1. SUBJECT PROPERTY

KWU will make available to **USER** certain **PROPERTY**, as follows:

- a. Description of **PROPERTY**: KWU Property at 50th Street and 52nd Avenue
- b. Reason for Use: Vehicle storage during Contract 2024-01-S
- c. Date(s) of Use: April 15, 2024-October 31, 2024

2. RESPONSIBILITY OF KWU

KWU, although responsible for the general maintenance of the above described **PROPERTY**, will not inspect the **PROPERTY** to be used immediately prior to the use to determine whether or not the **PROPERTY** is suitable and safe for such use and it will not supervise such use.

3. RESPONSIBILITY OF USER

USER agrees to:

- a. Inspect the **PROPERTY** prior to their use to determine whether or not it is suitable and safe for such use. If said inspection reveals that any such **PROPERTY** is not suitable and safe for such use, the **PROPERTY** shall not be used and the unsuitable or unsafe conditions are to be reported to **KWU** as soon as possible and prior to usage.

- b. Warn all persons using the property under authority of this agreement of the risks and hazards of the intended use and of any unsafe conditions which may exist or portions of any **PROPERTY** which is not suitable for use.
- c. Supervise all person using the **PROPERTY** under authority of this agreement.
- d. Use any **KWU PROPERTY** in accordance with any General Rules and Regulations specified as a condition of the approved use, a copy of which will be attached hereto as Exhibit A and incorporated herein by reference if applicable.
- e. Be financially responsible for any damage to the **PROPERTY** caused by the negligent or intentional acts of persons using the **PROPERTY** under authority of this agreement.
- f. Comply with the Americans with Disabilities Act.
- g. Comply with all applicable City ordinances, traffic rules, park rules, state health laws, fire codes and licensing regulations for this event.
- h. Comply with all requirements set forth in the approval letter for this event.

4. **INDEMNITY AND HOLD HARMLESS**

USER does hereby agree that it will indemnify, defend and hold harmless **KWU**, City of Kenosha Board of Water Commissioners and their respective officers, agents and employees (collectively "Indemnitees") against any and all claims, liability, loss, charges, damages, costs, judgments, settlement expenses and attorney's fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on **PROPERTY** or as a result of any operations, works, acts or omissions performed on **PROPERTY** by **USER**, its officers, employees, contractors, subcontractors, independent contractors, agents, invitees or permitted users, or resulting from **USER'S** failure to perform or observe any of the terms, covenants and conditions of this Agreement, or resulting from any conditions of **PROPERTY** or improvements thereon by reason of any of which any person suffers personal injury, death or property loss or damage. Upon the filing with **KWU** or the City of Kenosha Board of Water Commissioners of a claim for damages arising out of any incident(s) which **USER** herein agrees to indemnify, defend and hold Indemnitees harmless, **USER** shall be notified of such claim, and in the event that **USER** does not pay, settle or compromise such claim, then the **USER** shall undertake the legal defense of such claim both on behalf of **USER** and Indemnitees. It is specifically agreed,

however, that Indemnitees, at their own cost and expense, may participate in the legal defense of any such claim, but shall have no right to control settlement under circumstances wherein the full amount of the settlement shall be paid by **USER** and/or its insurers. Any judgment, final beyond all possibility of appeal, which may be rendered against Indemnitees for any cause for which **USER** is liable hereunder shall be conclusive against **USER** as to liability and amount of damages. This provision shall survive expiration or termination of this agreement to the extent necessary to effectuate its purpose.

5. INSURANCE

The **USER** shall procure and maintain, during the term of this agreement and any renewals or extensions thereof, insurance policies, hereinafter specified. Said policies must be issued by an insurance company or companies licensed to do business in the State of Wisconsin. The **USER**, prior to executing this agreement, shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of the **KWU** and the City of Kenosha Board of Water Commissioners as “additional insureds”, and proof of payment of all premiums to the **KWU** for approval. At least ten (10) days before the expiration date of any insurance policy required by this paragraph, the **USER** shall deliver to the City Clerk/Treasurer a copy of the renewal policy. Within thirty (30) days after the premium on any insurance policy becomes due and payable the **USER** shall provide satisfactory evidence of its payment to the City Clerk/Treasurer. The insurance policy or policies shall (a) be primary and noncontributory and (b) contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the City Clerk/Treasurer will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required by this paragraph lapses, the lapse shall be considered a material breach of this agreement thereby subjecting this agreement to termination. Certificates of policy renewals shall be furnished to the City Clerk/Treasurer throughout the term of this agreement or any renewals or extensions thereof. The **KWU** reserves the right to reasonably increase the minimum liability insurance requirements set forth herein upon furnishing sixty (60) days advance, written notice to the **USER**, and the **USER** shall comply with said request, upon being given such advance written notice thereof or be considered in material breach of this agreement. Should the **USER** fail to furnish, deliver and maintain such insurance coverage as above provided, the **KWU** may obtain such insurance coverage and charge the **USER** for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the **USER** to pay any such sums upon demand shall be considered a material breach of this agreement. The failure of the **USER** to take out and/or maintain the required insurance shall not relieve the **USER** from any liability under this agreement. The insurance requirements shall not be construed to conflict with the obligations of the **USER** in paragraph 4.

The Commercial General Liability coverages required herein may be subject to a deductible or self-insured retention. If the Commercial General Liability insurance coverage policy has a deductible or self-insured retention, such deductible or self-insured retention cannot exceed \$5,000.00. The Umbrella Liability policy shall not contain exclusions or exceptions not present in the General Liability insurance policy.

The following minimum insurance coverages must be in effect and continue in effect during the term of this agreement or any renewal or extension thereof:

- A. Commercial General Liability in the amount of:
 - \$1,000,000.00 Each Occurrence
 - \$2,000,000.00 General Aggregate

- B. Umbrella Liability
 - \$2,000,000.00 Each Occurrence
 - \$2,000,000.00 Aggregate

6. WAIVER

KWU will not be responsible for any loss, damage, or injury of any kind to any person or property arising from or in any way related to access to the **PROPERTY** by **USER**, its employees, consultants and/or contractors or caused by or arising from any willful or negligent act or omission of **USER**, its employees, consultants and/or contractors while accessing the **PROPERTY**. **USER** waives all claims and demands against **KWU** for any such loss, damage or injury of **USER**, its employees, consultants and/or contractors covered by this Section 6.

7. NOTICES

Any notice required to be given to any party to this agreement shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail, return receipt requested.

If to **KWU**:
General Manager
Kenosha Water Utility
4401 Green Bay Road
Kenosha, WI 53144

with copies to:
City Clerk/Treasurer
Municipal Building, Room 105
625 52nd Street
Kenosha, WI 53140

and:
City Attorney
Municipal Building, Room 201
625 52nd Street
Kenosha, WI 53140

If to **USER**:
x Reid W. Ruprecht
x National Power Rodding Corp.
x 2500 W Arthington St.
x Chicago, IL 60612
x

and:
x
x
x
x

8. REPRESENTATION OF AUTHORITY TO ENTER INTO AGREEMENT

Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this agreement; (b) the execution and delivery of this agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this agreement constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the agreement.

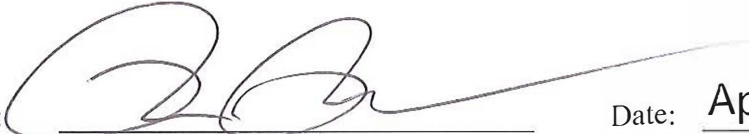
IN WITNESS WHEREOF, the parties hereto have herein executed this agreement on the dates below given.

THE CITY OF KENOSHA WATER UTILITY

Signature: _____ Date: _____
Dominic Ruffalo
Chairperson – Board of Water Commissioners

Signature: _____ Date: _____
Curtis Czarnecki
General Manager, Kenosha Water Utility

USER

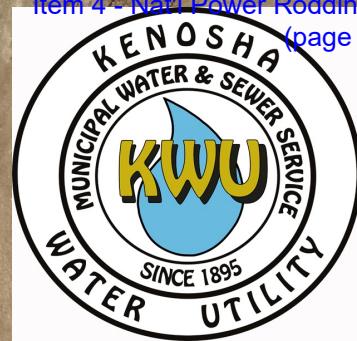
Signature:  _____ Date: April 18, 2024

Name: Reid W. Ruprecht, Vice President
(printed)

Exhibit A

The following are the restrictions and requirements for use of the Kenosha Water Utility (KWU) property at 50th Street and 52nd Avenue:

1. The subject property is unfenced and is not deemed to be a secure facility.
2. The property may only be accessed using the driveway off of 52nd Avenue. The approach on 50th Street shall not be used for access.
3. Vehicles must remain out of the way of KWU operations and must allow for unrestricted access to materials and supplies by KWU personnel.
4. KWU retains the right to limit or modify the access or use of subject property outlined in *Property Use Agreement* at any time.



4830

STAGING AREA FOR
NATIONAL POWER
RODDING SEWER
LINING EQUIPMENT

52ND AVE

50TH ST

5903

5905

5011

