

NOTICE OF PUBLIC MEETING

In accordance with the provisions of the Wisconsin State Statutes, Sec. 19.84, notice is hereby given that a public meeting of the:

Committee No. 1
Revenues, Disbursements, Water and Wastewater

Will be held on **Tuesday, February 20, 2018 at 9:00 AM, Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.**

Items of business to be discussed or acted upon at this meeting are shown on the attached agenda below:

1. **Discuss funding for carpet cleaner. Possible recommendations to the Council.**
2. **Discuss purchases from Police Department Sale of Scrap Account. Possible recommendations to the Council.**
3. **Discuss sale of Fire Department scrap and use of proceeds. Possible recommendations to the Council.**
4. **Discuss funding for property clean up at 22 W. Spruce Street. Possible recommendations to the Council.**
5. **Discuss Master Agreement and General Conditions for Professional Services between the City and CBS Squared, Inc. Possible recommendations to the Council.**
6. **Discuss Agreement for Professional Services for Engineering Services with CBS Squared for East Wellfield Chemical Room Upgrade and Improvement. Possible recommendations to the Council.**
7. **Discuss disposition of Utility 3/4 ton Pickup truck. Possible recommendations to the Council.**
8. **Discuss temporary help in the Utility Office. Possible recommendations to the Council.**
9. **Discuss personal property issues and possible funding for 2018. Possible recommendations to the Council.**
10. **Adjournment**

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE CITY COUNCIL MAY BE PRESENT AT THIS MEETING TO GATHER INFORMATION ABOUT A SUBJECT OVER WHICH THEY HAVE DECISION MAKING RESPONSIBILITY.

NOTE: REASONABLE ACCOMMODATIONS FOR PARTICIPATION BY INDIVIDUALS WITH DISABILITIES WILL BE MADE UPON REQUEST. FOR ADDITIONAL INFORMATION OR TO REQUEST THIS SERVICE, CONTACT THE CITY CLERK AT 726-2719.

PLEASE NOTE THAT ATTACHMENTS TO THIS AGENDA MAY NOT BE FINAL AND ARE SUBJECT TO CHANGE. THIS AGENDA MAY BE AMENDED AS IT IS REVIEWED.

CERTIFICATION OF OFFICIAL NEWSPAPER

I hereby certify that a copy of this notice has been posted on the City Hall bulletin board and a copy has been given to the Chippewa Herald on February 16, 2018 at 4:30 pm by BNG.

CBS Squared, Inc.
Master Agreement and General Conditions for Professional Services

This Master Agreement for Professional services is effective as of February 5, 2018 between City of Chippewa Falls, 30 W. Central Street, Chippewa Falls, WI 54729 (Client) and CBS Squared, Inc. (Consultant).

By entering into this Agreement, Client agrees to utilize the professional services of Consultant and Consultant agrees to provide the professional services described in this Agreement, exhibits or attachments. The General Conditions of this Agreement for Professional Services shall apply to all work performed by Consultant on behalf of Client. Individual projects requested by Client on an as needed basis and accepted by Consultant will be described in Supplemental Letter Agreements (SLA) with other optional exhibits and attachments cited. Nothing herein shall be deemed to require Client to retain Consultant or require Consultant to provide services beyond those specified in Supplemental Letter Agreements.

The following may be attached to an SLA: Exhibit 1 for Hourly Payments, Exhibit 2 or 3 for Lump Sum Payments, and Exhibit 4 for Resident Project Representative Duties/Responsibilities. If attachments are needed, they will be provided with the SLA. Invoicing and payment will be per the Master Agreement.

This Master Agreement for Professional Services, General Conditions, Exhibits, and Attachments to Exhibits (collectively referred to as the "Agreement") represent the entire understanding between Client and Consultant and supersedes all prior contemporaneous oral or written agreements with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all Exhibits unless alternate terms have been specifically agreed to on the SLA under "Other Terms and Conditions". The Supplemental Letter Agreement shall take precedence over Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

General Conditions

Services of the Consultant

Consultant agrees to perform professional service as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of service hereunder.

Schedule

Unless specific period of times or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said service. If Client has requested change in the scope, extent, or character of the Project or the service to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that the Consultant is not responsible for damages arising directly, or indirectly, from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then the Consultant shall be entitled to an equitable adjustment in schedule and compensation.

Additional Services

If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification, and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services and to an extension of time for completion of additional services absent written objection by Client. Additional service shall be billed in accordance with agreed upon rate, or if not addressed, then at Consultant's standard rates as set forth in the rate table.

Suspension and Termination

If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's Services are delayed by actions or inactions of other for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 day written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in the Agreement to reflect reasonable costs incurred by Consultant.

This Agreement may be terminated by either party upon seven day written notice should the other party fail substantially to perform in accordance with its term through no fault of the party initiating the termination.

This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.

In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expense and equipment costs then due and all termination expenses.

Client Responsibilities

The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private land required for Consultant to perform its services.

The Client shall provide all legal, accounting, financial and insurance counseling and other special service as may be required for the Project, along with all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's service, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of sample environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.

Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.

Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect aid utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damage which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.

Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or service furnished by the Client is in error or is inadequate for its purpose.

Payment

Invoices

Undisputed portion of invoices are due and payable within 30 days or as stated on the invoice. Client must notify Consultant in writing of any disputed item within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoice 30 day past due. Consultant reserve the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding service or Instrument of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.

Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.

Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoice in small claims court or through the American Arbitration Association Construction Industry Rules without the necessity of any mediation proceedings and the Client agree to be bound by such venue.

General Considerations

Standards for Performance

The standard of care for all professional engineering and related service performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by member of Consultant's profession practicing under similar circumstance at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omission, nor for it mean, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.

If requested in the scope of a Supplemental Letter Agreement, the Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinion of Probable Construction Cost provided for herein is to be made on the basis of Consultant's experience and qualification and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's method of determining price, or over competitive bidding or market condition, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional service and fee with Consultant.

Indemnity for Environmental Issues

Consultant is not a user, generator, handler, operator, arranger, store, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, sub-consultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to cost of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

Limitations on Consultant's Liability

The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omission, strict liability, breach of contract or breach of warranty shall not exceed one million dollars (\$1,000,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall be modified to cover the additional liability costs to provide the Consulting Services.

Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

It is intended by the parties to this Agreement that Consultant's service shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agree that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this sub-section shall be null and void.

Dispute Resolution

Mediation

Any dispute between Client and Consultant arising out of or relating to this Agreement or service provided under this Agreement, (except for unpaid invoices which are governed as stated previously),

shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

Litigation – Choice of Venue and Jurisdiction

Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

Intellectual Property

Proprietary Information

All document including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.

Consultant shall retain all of its rights in its proprietary information including, without limitation, it methodologies and method of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience processed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

Client Use of Instruments of Service

Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its sub-consultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instrument of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.

Records requests or request for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant' current rate schedule, or fee negotiations in advance of release of documents or files.

Reuse of Documents

All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fee arising out of or resulting from reuse of Consultant documents without written consent.

CBS Squared, Inc.

City of Chippewa Falls

By: _____

By: _____

Title: President

Title: _____

Professional Services Agreement - 6
CBS Squared, Inc.

City of Chippewa Falls, 30 W. Central Street, Chippewa Falls, WI 54729

CBS Squared Inc.

Agreement for Professional Services

This agreement is effective as of February 5, 2018 between the City of Chippewa Falls, 30 W. Central Street, Chippewa Falls, WI 54729 (Client) and CBS Squared, Inc. (Consultant).

This letter agreement describes the scope, schedule, and payment conditions for Consultant's work on the Project described in the scope of services below.

SCOPE: The services to be provided by the Consultant for the Project will be to provide engineering services for the East Wellfield Chemical Room Upgrade project. See attached proposal.

PAYMENT: The Project will be invoiced on a time and materials basis with a not-to-exceed fee of \$11,804.

If additional services are required or requested, the Consultant will submit an estimate of additional costs prior to commencement of the proposed work. No additional work will be performed until the amendment has been approved and signed by the Consultant.

The payment method, basis, frequency and other special conditions are set forth below:

Hourly Basis

The Client and Consultant agree as to the hourly basis for payment for services provided by Consultant. The Client will be invoiced per the attached Rate Table for personnel. The Rate Table may be amended from time to time by mutual written agreement between the parties. Monthly charges for services shall be based on Consultant's Rate Table for personnel for applicable employees plus charges for expenses and equipment as agreed upon between the parties. Consultant shall be paid monthly for work performed.

Expenses

The following items represent reimbursable expenses by Consultant's employees or professional consultants on behalf of the Client providing the same are required to perform the work contracted for and shall be paid for as described in the Agreement.

1. Transportation and travel expenses (mileage).
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expenses connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, reports, plan and specification reproduction expenses.
6. Postage, handling, and specific delivery services.



7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. Any sales tax or use tax (excluding specifically income tax) levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project, including but not limited to, additional project specific insurance requirements.
11. The cost of special consultants or technical services (not already included in contracted fees) as required. The cost of sub-consultant services shall include actual expenditure plus 10% markup for the cost of administration and associated insurance.

Equipment Utilization

The utilization of specialized equipment, including automation (survey equipment, reproduction equipment etc.), is recognized as benefiting the Client. The Client, therefore, agrees to pay the reasonable cost for the use of such specialized equipment on the project.

Consultant invoices will contain detailed information regarding the use of specialized equipment on the project when it is to be reimbursed by the Client. Charges will be based on the standard rates for the equipment published by Consultant.

AGREEMENT SUMMARY: This Agreement for Professional Services, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant within this document. The Agreement for Professional Services (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party, within fifteen (15) calendar days of notification by either party.

The contract is between the following representatives:

Client's Representative: Rick Rubenzer PE, Director of Public Works

Address: City of Chippewa Falls, 30 W. Central Street, Chippewa Falls, WI 54729

Telephone: 715.726.2719 **e-mail:** rrubenzer@chippewafalls-wi.gov

Project Manager: Jon Strand

Address: 770 Technology Drive, Chippewa Falls, WI 54729

Telephone: 715.641.7428 email: jstrand@cbssquaredinc.com

CBS Squared, Inc.

(Clients Name)

By: _____

By: _____

Title: President

Title: _____

Exhibit 1 – Engineering Proposal

Exhibit 2 – 2018 Rate Table



The logo for CBS Squared, Inc. features the letters 'cbs' in a lowercase, sans-serif font, with a superscript '2' to the right. Below the text is a stylized graphic of a city skyline with three buildings of varying heights, and a curved line representing a road or path leading towards the buildings.

Your Project Solutions Start Here

CBS Squared, Inc

Employee Rates Table 2018

<u>Employee Title</u>	<u>Billable Rate</u>
Senior Project Manager	\$155/hr
Project Manager	\$139/hr
Senior Professional Engineer	\$139/hr
Professional Engineer	\$118/hr
Staff Engineer	\$85/hr
Senior Architect	\$139/hr
Architect	\$118/hr
Project Leader	\$ 85/hr
Lead Designer	\$107/hr
Designer	\$97/hr
Senior Technician	\$91/hr
Technician	\$67/hr
Administrative Assistant	\$65/hr
Senior Professional Land Surveyor	\$118/hr
Professional Land Surveyor	\$107/hr
Survey Crew Chief	\$80/hr
Survey Crew Assistant	\$65/hr
Planner/Specialist	\$102/hr
Account Assistant	\$63/hr
Student Engineer	\$53/hr
Field Assistant	\$32/hr

Note: All rates based on Fiscal Year 2018.

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54729

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