

## **AMENDED NOTICE OF PUBLIC MEETING**

CITY OF CHIPPEWA FALLS, WISCONSIN

IN ACCORDANCE with the provisions of Chapter 19, Subchapter IV of the Statutes of the State of Wisconsin, notice is hereby given that a public meeting of the:

**Board of Public Works: XXX**

**Reasonable accommodations for participation by individuals with disabilities will be made upon request. Please call 715-726-2736.**

Will be held on **Monday, December 21, 2015 at 5:30 P.M.** in the **City Hall Council Chambers**, Chippewa Falls, Wisconsin. Items of business to be discussed or acted upon at this meeting are shown on the attached Agenda or listed below:

**NOTE: If you are a board member and unable to attend this meeting, please contact the Engineering Dept at 726-2736.**

1. Approve the minutes of the December 7, 2015 Board of Public Works meeting. *(Attachment)*
2. Consider Supplemental Letter Agreement with S.E.H. for unforeseen contaminated soil investigation at the Downtown Entrance Project. Make recommendation to the Common Council. *(Attachment)*
3. Consider Agreement between the City of Chippewa Falls and West Central Wisconsin Regional Planning Commission for Safe Routes to School Grant Application. Make recommendation to the Common Council. *(Attachment)*
4. Consider Site Plan for Cobblestone Inn Hotel. Make recommendation to the Common Council. *(Handout)*
5. Consider rebids for the Spring Street Bridge Project. Make recommendation to the Common Council. *(Handout)*
6. 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.**

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.

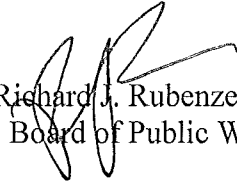
### **CERTIFICATION**

I hereby certify that a copy of this Notice was placed in the Chippewa Herald mailbox, 1<sup>st</sup> floor, City Hall and posted on the City Hall Bulletin Board on Wednesday, December 16, 2015 at 12:30 PM by Mary Bowe.

**CITY OF CHIPPEWA FALLS  
BOARD OF PUBLIC WORKS  
MEETING MINUTES  
MONDAY, DECEMBER 7, 2015 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, December 7, 2015 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer and Alderperson Paul Olson. Absent was Darrin Senn. Also, present at the meeting was Ralph Cushman.

1. **Motion** by Olson, seconded by Bauer to approve the minutes of the November 9, 2015 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**
  
2. The Board discussed the attached request from the Chippewa Falls Area Unified School District to extend the no parking zone during school hours, on the south side of Miles Street, between Terrill St. and Wheaton St., west approximately fifty feet. This would eliminate two existing parking spaces that as detailed in the attached email from the school district are presently occupied on most school days by Hillcrest or Chippewa Falls Area Unified School District staff. Ms. Bauer voiced a concern about informing the residents along the south side of Miles Street about the proposed change, (reduction of two public parking spaces). Mr. Cushman stated he would inform all the residents in the area of the two existing parking spaces that would be removed.  
**Motion** by Rubenzer, seconded by Hoffman to recommend the Common Council revise Municipal Code Chapter 7.09(2)(c) restricted parking during school hours to extend the no parking zone seventy-seven feet west on the south side of Miles Street between Terrill St. and Wheaton St. **All present voting aye. MOTION CARRIED.**
  
3. **Motion** by Olson, seconded by Bauer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:45 P.M.

  
Richard J. Rubenzer, PE  
Secretary, Board of Public Works

## Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Chippewa Falls ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective October 23, 2013, this Supplemental Letter Agreement dated December 1, 2015 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Provide additional consulting services for the Chippewa Falls Downtown Riverfront Project more specifically described in the attached Scope.

**Client's Authorized Representative:** Richard Rubenzer, PE, DPW, City Engineer, Utilities Manager

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

**Telephone:** 715.726.2729 **email:** rrubenzer@chippewafalls-wi.gov

**Project Manager:** Timothy M. Marko, PE

**Address:** 10 North Bridge Street  
Chippewa Falls, WI 54729

**Telephone:** 715.720.6240 **email:** tmarko@sehinc.com

**Scope:** The Additional Services to be provided by Consultant:

Additional Services required to investigate contaminated soils and to perform ground water monitoring in the Riverfront Park area. Services more specifically described below:

1. Finding and reviewing the historical reports for the multiple contaminated sites.
2. Summarizing the found environmental data.
3. Overlaying the proposed improvement plans on the collected soil and ground water data.
4. Locating and assessing the existing monitoring wells to see if they could be sampled/monitored.
5. Meeting with Gina Keenan, WDNR to discuss the proposed development and review the data SEH collected and summarized.
6. Collecting one round of ground water samples from 5 monitoring wells and analyzing water samples for the same historical perimeters (wells that were associated with the Chieftain Bulk Oil Site, wells which were designed and sampled by others). Analysis portion of cost is estimated at \$1,400.
7. Abandonment of an existing monitoring well. Estimated cost to perform well abandonment is \$800.
8. Summarize the data and write up a final report with findings.
9. Meet with City Staff to review our findings.
10. Submit final report to WDNR, Gina Keenan.

### **Estimated Cost (Labor and Expenses) \$14,000 to \$16,000**

#### **Other potential Services (costs to be determined)**

1. The Chieftain Bulk Oil Site may need additional monitoring required by the WDNR prior to closing and may also require a closure package to be submitted to WDNR.
2. In addition to ground water sampling results, the WDNR will require a Soil Management Plan for the proposed site improvements (may be part of the closure plan for the Chieftain Bulk Oil Site and overall management of the proposed cut and fill program for the site improvements)

**Schedule:** Upon receiving authorization, SEH will collect ground water samples from the five (5) accessible monitoring wells and submit the samples for analysis. The analytical results of the samples are expected to be delivered to SEH within two (2) weeks from the sample(s) submittal. SEH will review the analytical data and schedule a meeting with City Staff December 2015 or early January 2016. After review is completed with City Staff, SEH will schedule a meeting with WDNR (Gina Keenan) and City Staff to obtain "go forward" direction.

**Payment:** The estimated fee is hourly including expenses and equipment, subject to a not-to-exceed amount of \$17,000, without approved contract amendments. The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

**Other Terms and Conditions:** Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

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**CITY OF CHIPPEWA FALLS**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor – Honorable Gregory Hoffman

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
City Clerk – Bridget Givens

Approved as to Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Attorney

I, Lynne R. Bauer, hereby certify that sufficient funds are in the Treasury of the City of Chippewa Falls, to meet the expense of this Contract, or that provisions have been made to pay the liability that will accrue thereunder.

\_\_\_\_\_  
Lynne R. Bauer, Finance Director

SHORT ELLIOTT HENDRICKSON INC.

By: Timothy M. Marko Date: 12.01.2015  
Sr. Principal/Project Manager – Timothy M. Marko, PE

**Exhibit A-1**  
**to Supplemental Letter Agreement**  
**Between City of Chippewa Falls (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated December 1, 2015**

**Payments to Consultant for Services and Expenses**  
**Using the Hourly Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

**A. Hourly Basis Option**

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment. Current billing rates shall be the Actual Billing Rates of Personnel Method as indicated in the Agreement.

1. **Actual Billable Rates of Personnel Method** - Applicable billing rates of employees shall be based on the actual payroll rates of personnel times a multiplier plus the cost of expenses and equipment outlined in Paragraphs B and C of this Exhibit.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

**B. Expenses**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense 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 delivery.
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. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

**C. Equipment Utilization**

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization

**SUBCONTRACT AGREEMENT  
BETWEEN  
SHORT ELLIOTT HENDRICKSON INC.  
AND  
AMERICAN ENGINEERING TESTING, INC.  
FOR  
PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 16<sup>th</sup> day of January, 1996 by and between SHORT ELLIOTT HENDRICKSON INC., St. Paul, Minnesota, hereinafter referred to as SEH and AMERICAN ENGINEERING TESTING, INC., hereinafter referred to as the CONSULTANT.

**WITNESSETH:**

WHEREAS, SEH has need for various services, including materials testing, laboratory services, subsurface exploration, geotechnical engineering and environmental services; and

WHEREAS, it is the desire of SEH to enter into a Subagreement with the CONSULTANT for the performance of these services; and

WHEREAS, a schedule of rates and fees will be agreed to on a yearly basis for work on small miscellaneous projects; and

WHEREAS, a letter outlining the scope of services and basis of payment shall be issued by the CONSULTANT and accepted by SEH on specific projects (Letter Proposal).

NOW, THEREFORE, SEH and the CONSULTANT hereby mutually agree as follows:

**Section I - Services To Be Performed By The Consultant**

**A. BASIC SERVICES**

1. SEH proposes to engage the CONSULTANT to assist SEH with furnishing basic professional services to SEH, which SEH is required to furnish pursuant to its Prime Agreement with various OWNERS, and CONSULTANT will do so in accordance with the terms and conditions of this Subcontract Agreement or Letter Proposal.

The scope of these services may include, but shall not be limited to, materials testing, laboratory services, subsurface exploration, geotechnical engineering, and environmental services.

The terms and conditions of this Subcontract Agreement shall be incorporated in any Letter Proposal accepted by SEH, unless specifically modified therein.

2. The CONSULTANT shall perform services in accordance with the terms and conditions of this Agreement as an independent contractor. Except as otherwise provided in this Agreement, CONSULTANT shall be responsible for the means and methods used in performing services under this Agreement and is not a joint-venturer with SEH. SEH shall coordinate the CONSULTANT's services and shall facilitate the exchange of information among the independent professional associates and consultants employed by SEH.
3. The CONSULTANT shall at the CONSULTANT's own expense request and obtain all data and information necessary for the performance of the CONSULTANT's services. The CONSULTANT is responsible to see that the documents prepared by the CONSULTANT and the services the CONSULTANT renders hereunder will conform to all applicable federal, state and local laws, rules, regulations, ordinances, codes, orders and other requirements. All of the CONSULTANT's communications to or with OWNER or SEH's other independent professional associates and consultants will be through or with the knowledge of SEH.
4. CONSULTANT shall include in the Letter Proposal specific information or requirements needed to perform the subsurface exploration for each Project, including but not limited to access requirements, site contamination concerns, disposition of samples, locations of underground utilities or storage tanks and improvements outside of the public right-of-way, potential damage to the project site resulting from the subsurface exploration or equipment and other issues or concerns.
5. CONSULTANT shall contact State notification centers, where available, or individual utility owners where State notification center is not available to request location of underground public utilities.
6. CONSULTANT shall locate borings, excavations and other penetrations such that they maintain a safe distance from underground improvements. SEH acknowledges that CONSULTANT may not be able to provide services in such areas that clearance cannot be obtained.
7. To the extent required by law, CONSULTANT shall report to SEH any contamination detected or of which CONSULTANT becomes aware during the course of providing services on a Project pursuant to this Agreement.

8. All samples obtained by the CONSULTANT shall remain the property of the OWNER. The CONSULTANT shall outline disposition of the samples in the Letter Proposal referenced in paragraph I.A.4.

**B. ADDITIONAL SERVICES**

1. If authorized in writing by SEH, the CONSULTANT shall provide within the time periods stipulated in such authorization Additional Services which are not included as part of Basic Services. The nature of the additional work to be performed, the time in which it must be completed, and the amount of additional compensation shall be agreed upon by the parties prior to rendering the additional services.

**Section II - SEH's Responsibilities**

**A. SEH SHALL:**

1. Make available to the CONSULTANT Drawings, Specifications, schedules and other information, interpretations and data which were prepared by SEH, and which SEH and the CONSULTANT consider pertinent to the CONSULTANT's responsibilities hereunder, all of which the CONSULTANT may rely upon in performing services hereunder except as may be specifically provided otherwise in writing.
2. Request OWNER to arrange for legal access to and make all provisions for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform services under this Agreement.
3. Give prompt written notice to the CONSULTANT whenever SEH observes or otherwise becomes aware of any development that in SEH's determination may affect the scope or timing of the CONSULTANT's services, or any defect or nonconformance in the work of CONSULTANT that may in SEH's determination affect the Project.
4. Advise the CONSULTANT of the identity of other independent professional associates or consultants participating in the design or construction administration of this part of the Project and the scope of their services.

**Section III - Payments To The Consultant**

**A. SMALL MISCELLANEOUS PROJECTS (ANNUAL SCHEDULE RATE)**

1. SEH shall compensate the CONSULTANT for all Basic Services rendered under Section I at the rates agreed to in the annual schedule of rates and fees.



**B. SPECIFIC PROJECTS**

SEH shall compensate the CONSULTANT for all Basic Services rendered under Section I in accordance with the proposal of the CONSULTANT, for specific projects.

**C. GENERAL**

1. The CONSULTANT will bill SEH monthly. The monthly billing will summarize (1) the work completed, (2) the personnel involved in the work, (3) the number of hours charged to the project by each person and (4) the appropriate hourly rate for each person. The monthly billing will also itemize all reimbursable expenses.
2. Invoices will be processed and payments made by SEH to the CONSULTANT within ten (10) days of the date of receipt by SEH of payments by the OWNER for services performed by the CONSULTANT, or ninety (90) days following receipt of the CONSULTANT's bill, whichever is earlier.

**Section IV - General Considerations**

**A. PERSONNEL AND TIMING**

1. The CONSULTANT has, or will secure, qualified personnel, equipment and facilities to complete the services outlines in this Subagreement.
2. It is understood that the services under Section I will not commence until a written Notice to Proceed is given to the CONSULTANT by SEH.
3. The services as described herein shall be commenced and carried out expeditiously. The time within which CONSULTANT shall perform its services shall be extended by delays caused by acts of God or other circumstances beyond the control of the CONSULTANT.

**B. CHANGE IN PROJECT AND AGREEMENT CHANGES**

1. Terms of this Agreement may be changed only by prior written consent of SEH and the CONSULTANT.

**C. TERMINATION**

1. SEH and the CONSULTANT shall have the right to terminate this Agreement by giving thirty (30) days prior written notice to the other party of such termination and specifying the effective date thereof. In such event, copies of document data and work papers, studies, drawings, maps, models, and photographs prepared by the CONSULTANT shall become the property of SEH. The CONSULTANT shall have the right to stop performing services under this Agreement if SEH has breached this

Agreement, but only after giving thirty (30) days prior written notice to SEH specifying the breach.

D. RECORDS

1. Fiscal records of the CONSULTANT pertinent to the CONSULTANT's compensation and payments under this Agreement will be kept in accordance with generally accepted accounting practices.
2. The CONSULTANT shall maintain all original records (fiscal and other) and design calculations on file in legible form to a period of not less than three (3) years. At the end of the three (3) year period, pertinent records shall be maintained in a form acceptable to SEH.
3. The CONSULTANT's records and design calculations will be available for examination and audit if and as required by the Prime Agreement.

E. INSURANCE

The CONSULTANT shall secure the insurance specified below and shall cause all its consultants to do likewise. All insurance secured by the CONSULTANT or its consultants under the provisions of this Article shall be issued by insurance companies in good standing and authorized to do business in the State of Minnesota. The Insurance specified in this Article may be in a policy or policies of insurance, primary or excess.

The CONSULTANT agrees to provide to SEH certificates evidencing that it has the insurance specified below in effect; and stating that such insurance cannot be canceled until thirty (30) days after SEH has received written notice of the insurer's intention to cancel the insurance.

1. Workers' Compensation Insurance with Statutory Limits of the Workers' Compensation Laws of the State of Minnesota and Employer's Liability Insurance with a limit of \$500,000/\$500,000/\$500,000.
2. Comprehensive General Liability Insurance providing coverage not less than that of the standard Commercial General Liability insurance policy ("Occurrence Form") for operations of the CONSULTANT or its consultants. This coverage shall be maintained for two years after final completion and acceptance of the Project. The policy shall include contractual, personal injury, bodily injury and property damage liability coverages with total available limits, including umbrella coverage, not less than \$5,000,000 general aggregate and \$5,000,000 aggregate products and completed operations.

3. Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks and trailers. Such insurance shall provide coverage at least as broad as that found in the Standard Comprehensive Automobile Liability policy with limits of not less than \$1,000,000 Combined Single Limit each occurrence, \$3,000,000 Umbrella Coverage.
4. Professional Liability Insurance providing protection for the claims that would arise from the errors of the CONSULTANT or its consultants, omissions of the CONSULTANT or its consultants, or the negligent rendering of the professional service by the CONSULTANT or its consultants in the amount of \$1,000,000 for each occurrence, and \$2,000,000 aggregate.

F. INDEMNIFICATION

1. The CONSULTANT and SEH mutually agree to indemnify, defend and hold each other harmless from any claims, demands, losses, penalties, and expenses, including attorneys' fees, or causes of action arising out of any wrongful act, omission, or negligence on the part of the CONSULTANT and/or SEH, or their agents or employees in the performance of or with relation to any of the work or services provided or to be performed or furnished by the CONSULTANT and/or SEH under the terms of this Agreement.

IN WITNESS WHEREOF, this Agreement is herewith executed the date and year first above written.

For SEH:

*Short Elliott Hendrickson Inc.*

By Thomas W. Fort

Title MANAGER - AVIATION SERVICES

For the Consultant:

*American Engineering Testing, Inc.*

By Jeffery K. Vogan

Title Vice President

ADDRESSES FOR GIVING NOTICES

3535 Vadnais Center Drive  
St. Paul, Minnesota 55110

2102 University Avenue West  
St. Paul, Minnesota 55114

RECEIVED NOV 25 2010

AMENDMENT 1

Amendment to the Subcontract for Professional Services, entered into January 16, 1996 between Short Elliott Hendrickson Inc., ("SEH") and American Engineering Testing, Inc., (Consultant").

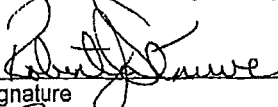
Whereas the parties have agreed to make changes to the master Subcontract for work going forward,

The Subcontract is amended as follows:

1. In the first "WHEREAS" statement, "including" shall be deleted and replaced with "including but not limited to".
2. Section I.A.1. add to the end of the first paragraph: "The applicable portions of the Prime Agreement will be made available for Consultant to review and register any objections to the terms in writing in the Letter Proposal."
3. Section III.C.2. delete ", or ninety (90) days following receipt of the CONSULTANT's bill, whichever is earlier".
4. Section IV.A.3. in the first sentence, delete "expeditiously" and replace with "according to the schedule".
5. Section IV.C.1. Delete the last sentence.
6. Section IV.E. in the second sentence of the first paragraph, delete "State of Minnesota" and replace with "state in which the project site is located".
7. Section IV.E delete the second paragraph and replace with "The CONSULTANT agrees to provide to SEH certificates evidencing that it has the insurance specified below in effect; and stating that insurer will endeavor to provide 30 days notice of cancellation unless CONSULTANT doesn't pay its premiums, then the insurer will give 10 days notice."
8. Section IV.E.1. delete "State of Minnesota" and replace with "applicable state". Also delete "\$500,000/\$500,000/\$500,000" and replace with "\$1,000,000 per occurrence".
9. Section IV.E.2. In the first sentence delete "Comprehensive" and "not less than that of the standard Commercial General Liability insurance policy". In the last sentence delete "total available" and "including umbrella coverage". Also in the last sentence change both instances of "\$5,000,000" to "\$2,000,000".
10. Section IV.E.3. in the last sentence delete "not less than" and delete ", \$3,000,000 Umbrella Coverage".
11. Section IV.E.4. delete "occurrence" and replace with "claim". Add a new sentence to the end that says "This policy shall include pollution liability coverage."
12. Add a new Section IV.E.5. "Umbrella or Excess Liability Insurance providing additional coverage for General and Auto claims in the amount of \$2,000,000. This policy shall follow form."

All other terms of the Subcontract remain the same.

American Engineering Testing, Inc.

  
signature

Robert J. Struwe  
printed name

Vice President  
title

23 Nov 10  
date

Short Elliott Hendrickson, Inc

  
signature

Mary Catherine Anglum  
printed name

Contracts Manager  
title

Nov. 23 2010  
date

**Agreement Between the  
City of Chippewa Falls  
and the  
West Central Wisconsin Regional Planning Commission**

***I. Introduction***

This agreement is entered into by and between the West Central Wisconsin Regional Planning Commission (hereinafter referred to as the Commission) and the City of Chippewa Falls, Wisconsin (hereinafter referred to as the City).

Witnesseth That:

WHEREAS, the Commission is a regional planning agency duly constituted pursuant to the provisions of Section 66.0309, Wisconsin Statutes, that is authorized to enter into contracts to provide technical planning assistance to local governments and/or private entities; and

WHEREAS, the City has demonstrated an interest in analyzing community development needs and in devising practical strategies to address those needs; and

WHEREAS, one means of dealing with community development needs is through the Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP), and the City, in coordination with the Chippewa Falls School District, has decided to proceed with the submittal of a TAP application; and

WHEREAS, the City has agreed to complete the application preparation process; and

WHEREAS, the City has determined that, in order to prepare a TAP application in an efficient, economical, and effective manner, it is necessary to procure the services of professional planners.

NOW, THEREFORE, in consideration of the mutual covenants and agreements as hereinafter set forth, the parties to this agreement do hereby agree to the following:

***II. Scope of Services to be Performed by the Commission***

The Commission, in cooperation with the City of Chippewa Falls and its representatives, will prepare a TAP application to be submitted to the Wisconsin Department of Transportation (WisDOT). In the course of preparing said TAP application, the Commission will perform the following services and will have the following responsibilities:

- A. **Data Collection and Research:** Commission staff will assemble and analyze statistical data as well as historical/background information to be used in preparing a completed application. The data and information will result in a narrative necessary to present the need and justification for the project. Commission staff will also work with City representatives to secure other pieces of information necessary for application submission (such as maps, budget information, detailed project specifications, etc.).
- B. **Communication:** Commission staff will communicate with City representatives on a regular basis as part of the application preparation process. This communication could include telephone calls, email correspondence, and/or face to face meetings.
- C. **Writing of Application:** Commission staff will prepare a TAP application in accordance with the format and requirements prescribed by WisDOT.
- D. **Presentation of Final Application:** Commission staff will communicate with the City of Chippewa Falls for review and approval of the final application prior to submittal. Commission staff will also advise the City of Chippewa Falls as to resolutions, agreements, and other pieces of documentation necessary for the formal endorsement and approval of the application.
- E. **Typing and Photocopying of Application:** Commission staff will complete the final application using forms prescribed and provided by WisDOT. Commission staff will also prepare necessary graphics and maps for inclusion in the final application. The Commission will submit a completed and signed original application (including all required application attachments) to WisDOT. The City of Chippewa Falls will also be provided a copy of the application.

- F. **Claims and Guarantees:** The Commission and its staff will perform the above-described services in an attempt to develop a fundable TAP application for the City of Chippewa Falls. However, the Commission and its staff make no claims or guarantees as to the success of the final application during its review by WisDOT.

**III. Scope of Services to be Performed by the City**

The City agrees to perform the following services and to assume the following responsibilities with respect to the preparation of the TAP application:

- A. **Cooperation of City Representatives:** City representatives will cooperate with WCWRPC staff to the extent feasible and will provide necessary background information and support documentation for inclusion in the application.
- C. **Application Review:** City representatives will review the final application for approval prior to the submission to the Wisconsin Department of Transportation.
- D. **Responsibility for Contents of Application:** The City assumes responsibility for the contents of the application as reviewed and approved by City representatives. This responsibility includes, but is not limited to, the validity and accuracy of statistical information, descriptions of existing conditions and needs, anticipated results of the project implementation, and legality of commitments and agreements included in the final project.

**IV. Time Schedule**

- A. The aforementioned services and items of work shall be performed during the period beginning December 1, 2015 and ending January 29, 2016, unless such period is amended by mutual agreement between the parties to this agreement.
- B. The Commission and the City shall reserve the right to cancel this agreement upon thirty (30) days notice to either party if either party determines that the other party has not performed properly in any substantial respect or if either party determines that the other party has failed, neglected or refused to carry out the terms of this agreement.

**V. Financial Payments**

- A. It is expressly agreed by and between the parties to this agreement that the aforementioned services will be provided at a cost of \$4,500.00 in response to a billing provided by the Commission upon application completion.
- B. The services to be completed by the Commission under this agreement shall be performed in a reasonable and professional manner, acceptable to the City and its representatives.
- C. In the event that the City decides to discontinue work on the contract before its completion, due to no fault on the part of the Commission, the Commission will charge the City only for work completed.

**VI. Title VI Non-Discrimination**

During the performance of this contract, the contractor assures that no person shall on the grounds of race, color, religion, national origin, sex, disability, or veteran status as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 (P.L. 100.259), and the U.S. Department of Transportation implementing regulations be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination in the execution of this contract. The Commission's services will also be performed in accordance with the *West Central Wisconsin Regional Planning Commission Title VI Plan—Language Assistance Plan and Public Participation Plan* adopted September 11, 2014.

**VII. Miscellaneous Provisions**

- A. It is hereby understood and agreed upon by both parties thereto that this agreement is as and for the provision of certain, defined services, as set forth in Section II. In this respect and in its capacity under this agreement, the Commission and its employees, agents and officers are performing on an independent contractor basis

and in no event shall the Commission, its agents, employees or officers be considered to constitute agents, employees, or officers of the City.

- B. The Commission shall not assign, transfer or subcontract this agreement without the approval of the City.
- C. This agreement may be modified or amended in writing by mutual agreement of the Commission and the City.
- D. The Commission shall furnish full workman's compensation coverage for all Commission employees.
- E. In the event that any problems or disputes arise as to the nature of the obligations enumerated within this agreement or as to the quantity and quality of performance, the parties shall first attempt to resolve the said dispute by arranging for a conference to be held for that purpose. In the event that resolution is not effectuated in such manner, the parties hereby agree to submit the problem or dispute to binding arbitration before an arbitrator to be mutually agreed upon by the parties hereto.
- F. The City and the Commission certify that no payment of money or any form of consideration has been offered to or given to a City employee for the purpose of procuring this agreement.
- G. All communications to the Commission concerning the terms and/or performance under this agreement shall be made to Lynn Nelson, Executive Director and all communication pertaining hereto to the City shall be made to Gregory S. Hoffman, Mayor.
- H. Each person signing this agreement personally warrants and represents that he or she is duly authorized and empowered to enter into this agreement.

IN WITNESS WHEREOF, the City of Chippewa Falls and the West Central Wisconsin Regional Planning Commission execute this agreement.

**City of Chippewa Falls**

**West Central Wisconsin Regional  
Planning Commission**

\_\_\_\_\_  
Gregory S. Hoffman, Mayor

\_\_\_\_\_  
Jess Miller, Chair

\_\_\_\_\_  
Bridget Givens, City Clerk

\_\_\_\_\_  
Richard Creaser, Secretary/Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date