

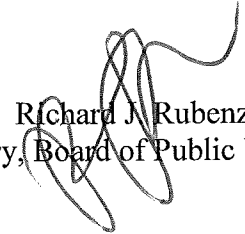
**CITY OF CHIPPEWA FALLS  
BOARD OF PUBLIC WORKS  
MEETING MINUTES  
TUESDAY, SEPTEMBER 6, 2016 – 4:00 PM**

The Board of Public Works met in City Hall on Tuesday, September 6, 2016 at 4:00 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 attending were Ian Kopp and Alderperson CW King.

1. **Motion** by Bauer, seconded by Olson to approve the minutes of the August 8, 2016 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**
  
2. Director of Public Works Rubenzer presented the attached bid summary for the Pine Acre Lane/Pine Needle Drive Street and Utility reconstruction project. He briefly detailed quantities and noted there were four bidders and that the engineering department had conducted the bid process and would be administering the contract.  
**Motion** by Hoffman, seconded by Olson to recommend the Common Council accept the low bid of \$108,633.03 and award the contract for the Pine Acre Lane reconstruction project to Haas Sons, Inc. Said award contingent on successful review and approval of all bid and contract documents by City Attorney Ferg. **Voting aye were Hoffman, Rubenzer and Olson. Bauer recused herself and abstained from the vote. MOTION CARRIED.**
  
3. The Board considered the attached State Municipal Agreement for Park Avenue, (Main St. to West Terminal), reconstruction project, Project ID #8996-01-00/01. Rubenzer stated this project included a bike path and is tentatively scheduled for 2020 construction. He noted that project design was funded with 80/20 Federal(WIDOT)/Local(City)split while construction would be a 65/35 split. Sanitary Sewer main would be replaced in the north boulevard at 100% city wastewater utility cost.  
**Motion** by Rubenzer, seconded by Olson to recommend the Common Council approve the attached State Municipal Agreement for Park Avenue, (Main St. to West Terminal), reconstruction project, Project ID #8996-01-00/01 and authorize Mayor Hoffman to execute the said agreement. **All present voting aye. MOTION CARRIED.**
  
4. Director of Public Works Rubenzer presented the attached Engineering Agreement with Ayres Associates Inc. for Hydro surveying at Glen Loch Dam. Rubenzer stated it was a requirement of the 2016 Glen Loch Dam inspection done by Ayres. He continued that WDNR required inspections every two years and that the 2018 inspection would be done by WDNR. Mayor Hoffman and alderperson Olson inquired about the dams condition and remaining life. Rubenzer stated the condition was “fair” and didn’t estimate the remaining life but will ask Ayres for an estimate.  
**Motion** by Olson, seconded by Hoffman to recommend the Common Council approve the attached Engineering Agreement with Ayres Associates Inc. for hydro surveying at Glen Loch Dam. **All present voting aye. MOTION CARRIED.**

Please note, these are draft minutes and may be amended until approved by the Common Council.

5. **Motion** by Olson, seconded by Bauer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 4:17 P.M.



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

**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, August 22, 2016 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.**

**NOTE:**

**THE BOARD OF PUBLIC WORKS MEETING**

**FOR**

**MONDAY, AUGUST 22, 2016**

**IS**

**CANCELLED**

**DUE TO A LACK OF QUORUM.**

**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.

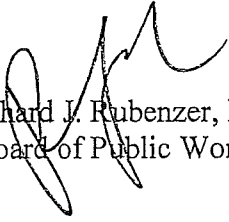
**CERTIFICATION**

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 Thursday, August 18, 2016 at 12:35PM by Mary Bowe.

**CITY OF CHIPPEWA FALLS  
BOARD OF PUBLIC WORKS  
MEETING MINUTES  
MONDAY, AUGUST 8, 2016 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, August 8, 2016 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. Assistant City Engineer Rob Krejci was also present at the meeting.

1. **Motion** by Bauer, seconded by Olson to approve the minutes of the July 25, 2016 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**
  
2. Assistant City Engineer Krejci presented and explained the attached memo concerning intersection control at the intersection of Coleman and Wheaton Streets. He discussed the nature of reported accidents at this intersection and warrants for all way stop conditions as set forth in the Manual for Uniform Traffic Control Devices, (MUTCD). He noted that the stop signs on Wheaton Street would have red warning LED lights to draw attention to these two new traffic control devices. He also continued that intersection control lane geometrics would be considered moving forward but that stop signs would be installed as soon as possible prior to the opening of the 2016-2017 school session. In response to Alderperson Olson's question, Mr. Krejci stated that an abbreviated intersection control evaluation did not include long range (20 year), traffic projection and that there were no known accidents at this intersection where a pedestrian had been injured.  
**Motion** by Olson, seconded by Rubenzer to recommend the Common Council approve placing stop signs with red flashing LED warning lights at northbound and southbound Wheaton Street at its intersection with Coleman Street, making this intersection a four-way stop condition. In addition, that lane geometrics be analyzed at this intersection and that the two additional stop signs be placed prior to the opening of the 2016-2017 school session. **All present voting aye. MOTION CARRIED.**
  
3. **There was no action taken** on the Xcel Energy easement request at Chippewa Riverfront Phase II.
  
4. **Motion** by Adrian, seconded by Bauer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 6:25 P.M.

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

**Bid Tab Summary**

Project: Pine Acre Lane/Pine Needle Dr - Street and Utility Improvement Project  
Limits: Various

Item No.	Item	Unit	Est. Quantity	Haas Sons Inc		A-1 Excavating Inc		Olynick Inc.		McCabe Construction	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
201.0105	CLEARING	STA	2.5	\$200.00	\$500.00	\$400.00	\$1,000.00	\$300.00	\$750.00	\$1,000.00	\$2,500.00
201.0205	GRUBBING	STA	2.5	\$200.00	\$500.00	\$400.00	\$1,000.00	\$250.00	\$625.00	\$1,000.00	\$2,500.00
204.0100	REMOVING PAVEMENT	SF	290	\$1.00	\$290.00	\$1.00	\$290.00	\$1.25	\$362.50	\$0.50	\$145.00
204.0150	REMOVING CURB AND GUTTER	LF	280	\$2.50	\$700.00	\$3.00	\$840.00	\$3.00	\$840.00	\$2.00	\$560.00
204.0155	REMOVING CONCRETE SIDEWALK	SF	12	\$3.00	\$36.00	\$10.00	\$120.00	\$20.00	\$240.00	\$0.50	\$6.00
204.0210	REMOVING MANHOLES	EACH	2	\$200.00	\$400.00	\$350.00	\$700.00	\$650.00	\$1,300.00	\$335.00	\$670.00
204.0220	REMOVING INLETS	EACH	1	\$100.00	\$100.00	\$300.00	\$300.00	\$450.00	\$450.00	\$221.00	\$221.00
204.0245	REMOVING STORM SEWER	LF	179	\$8.00	\$1,432.00	\$8.00	\$1,432.00	\$16.00	\$2,864.00	\$15.00	\$2,685.00
205.0100	EXCAVATION COMMON	CY	1696	\$5.00	\$8,480.00	\$7.00	\$11,872.00	\$6.50	\$11,024.00	\$16.00	\$27,136.00
305.0110	BASE AGGREGATE DENSE 3/4-INCH	TON	45	\$30.00	\$1,350.00	\$25.00	\$1,125.00	\$9.00	\$405.00	\$18.00	\$810.00
305.0125	BASE AGGREGATE 1 1/4-INCH	CY	762	\$17.80	\$13,563.60	\$21.00	\$16,002.00	\$14.70	\$11,201.40	\$23.00	\$17,526.00
416.0170	CONCRETE DRIVEWAY 7-INCH	SF	726	\$5.75	\$4,174.50	\$6.00	\$4,356.00	\$5.75	\$4,174.50	\$5.75	\$4,174.50
460.1101	HMA PAVEMENT, TYPE E-1.0	TON	416	\$67.23	\$27,967.68	\$61.50	\$25,584.00	\$67.25	\$27,976.00	\$67.25	\$27,976.00
520.1012	APRON END WALL 12-INCH	EACH	2	\$155.00	\$310.00	\$270.00	\$540.00	\$115.00	\$230.00	\$175.00	\$350.00
520.1018	APRON END WALL 18-INCH	EACH	2	\$185.00	\$370.00	\$210.00	\$420.00	\$145.00	\$290.00	\$200.00	\$400.00
520.1024	APRON END WALL 24-INCH	EACH	1	\$330.00	\$330.00	\$370.00	\$370.00	\$245.00	\$245.00	\$315.00	\$315.00
601.0411	CONCRETE CURB AND GUTTER 30-INCH TYPE D	LF	564	\$16.00	\$9,024.00	\$17.00	\$9,588.00	\$16.00	\$9,024.00	\$16.00	\$9,024.00
608.3012	STORM SEWER, 12-INCH	LF	339	\$25.00	\$8,475.00	\$29.00	\$9,831.00	\$22.50	\$7,627.50	\$35.00	\$11,865.00
608.3018	STORM SEWER, 18-INCH	LF	10	\$30.00	\$300.00	\$51.00	\$510.00	\$40.00	\$400.00	\$50.00	\$500.00
608.3024	STORM SEWER, 24-INCH	LF	28	\$35.00	\$980.00	\$48.00	\$1,344.00	\$40.00	\$1,120.00	\$60.00	\$1,680.00
609.0124	RELAID STORM SEWER 24-INCH	LF	10	\$30.00	\$300.00	\$70.00	\$700.00	\$100.00	\$1,000.00	\$50.00	\$500.00
611.0530	MANHOLE COVERS TYPE I STORM	EACH	1	\$500.00	\$500.00	\$570.00	\$570.00	\$410.00	\$410.00	\$600.00	\$600.00
611.0624	INLET COVERS TYPE H	EACH	3	\$400.00	\$1,200.00	\$670.00	\$2,010.00	\$750.00	\$2,250.00	\$600.00	\$1,800.00
611.1230	CATCH BASINS 2x3-FT	EACH	3	\$715.00	\$2,145.00	\$1,400.00	\$4,200.00	\$1,050.00	\$3,150.00	\$1,230.00	\$3,690.00
611.2005	MANHOLES 5-FT DIA STORM	EACH	1	\$2,175.00	\$2,175.00	\$2,000.00	\$2,000.00	\$2,650.00	\$2,650.00	\$3,660.00	\$3,660.00
628.2023	EROSION MAT CLASS II TYPE B	SY	595	\$1.65	\$981.75	\$1.50	\$892.50	\$1.65	\$981.75	\$1.65	\$981.75
628.7015	INLET PROTECTION TYPE C	EACH	5	\$40.00	\$200.00	\$100.00	\$500.00	\$65.00	\$325.00	\$55.00	\$275.00
628.7504	TEMPORARY DITCH CHECK	LF	110	\$8.15	\$896.50	\$6.00	\$660.00	\$8.15	\$896.50	\$8.15	\$896.50
638.2102	MOVING SIGNS TYPE II	EACH	6	\$75.00	\$450.00	\$75.00	\$450.00	\$130.00	\$780.00	\$175.00	\$1,050.00
643.0100	TRAFFIC CONTROL PROJECT	EACH	1	\$250.00	\$250.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00
690.0150	SAWING ASPHALT	LF	138	\$2.00	\$276.00	\$2.00	\$276.00	\$4.00	\$552.00	\$2.50	\$345.00
1256.0060	MANHOLE COVERS TYPE I SANITARY	EACH	1	\$500.00	\$500.00	\$570.00	\$570.00	\$410.00	\$410.00	\$600.00	\$600.00
1256.0063	RECONSTRUCTING MANHOLE SANITARY	EACH	1	\$700.00	\$700.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,400.00	\$1,400.00
1257.0131	INSULATION 2-INCH	SF	588	\$7.75	\$4,557.00	\$5.50	\$3,234.00	\$2.50	\$1,470.00	\$6.60	\$3,888.00
1257.0162	GATE VALVE BOX	EACH	2	\$400.00	\$800.00	\$320.00	\$640.00	\$400.00	\$800.00	\$300.00	\$600.00
1611.1000	CONNECT TO EX STORM SEWER	EACH	3	\$350.00	\$1,050.00	\$600.00	\$1,800.00	\$500.00	\$1,500.00	\$670.00	\$2,010.00
1611.1003	BACKFLOW PREVENTER/FLAP GATE 12-INCH	EACH	1	\$275.00	\$275.00	\$500.00	\$500.00	\$250.00	\$250.00	\$315.00	\$315.00
1630.1000	TURF ESTABLISHMENT	SY	3290	\$3.60	\$11,844.00	\$2.50	\$8,225.00	\$1.96	\$6,448.40	\$1.50	\$4,935.00
1630.1010	MAINTENANCE OF TRAFFIC	LMP	1	\$250.00	\$250.00	\$0.01	\$9,500.00	\$9,500.00	\$9,500.00	\$250.00	\$250.00

Haas Sons Inc  
\$108,633.03

A-1 Excavating Inc  
\$119,951.51

Olynick Inc.  
\$121,022.55

McCabe Construction  
\$140,332.55



**STATE/MUNICIPAL AGREEMENT  
FOR A STATE- LET URBANIZED  
AREA STP-URBAN PROJECT**

**Program Name: STP-Urban  
Population Group: 50,000 – 200k  
Sub-program #: 206**

Date: July 25, 2016  
I.D.: 8996-01-00/01  
Road Name: C of Chippewa Falls, Park Avenue  
Limits: Main Street - Termini  
County: Chippewa  
Roadway Length: 0.75 mile  
Functional Classification: Minor Arterial  
Project Sponsor: City of Chippewa Falls  
Urbanized Area: Eau Claire MPO

The signatory, City of Chippewa Falls, 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 facility is a two-lane rural cross section with combination pavement. Lane width is 15 feet. Pavement is 3.-5 inch asphalt over 9 inches of concrete. It has a pavement rating of 4-5. Pavement is cracking, raveling, rutting, and has transverse and longitudinal cracking. It was last improved in 1976-1977. Shoulders are 5 feet wide and asphalt. There are existing bicycle/pedestrian accommodations. There is standard lighting. There is a railroad facility within 1000 feet of the project limits, running parallel to the roadway.**

Proposed Improvement - Nature of work: **The proposed improvement will be an urban cross section reconstruction of 2960 feet. Grading work will be minimal. Pavement type will be hot mix asphalt and will be 24 feet wide with combination shoulders of curb and gutter, three feet in width. The storm sewer will have localized upgrades to correct improper drainage on both sides of the roadway. Estimated storm sewer work will be 1200 feet of 15 inch diameter lateral storm sewer lines. No work is anticipated on the railroad crossing as part of this project. Some additional right-of-way will be required for temporary interests and will be less than 1/2 an acre. There will be an adjacent 10-foot shared use path for bicycle/pedestrian accommodations.**

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 will be upgraded and will be 100% locally funded.**

The Municipality agrees to the following 2015-2020 Urbanized Area STP-Urban project funding conditions:

Project design costs are funded with 80% federal funding up to a maximum of \$160,000 for all federally-funded project phases when the municipality agrees to provide the remaining 20% and all funds in excess of the \$160,000 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. Project construction costs are funded with 65.09% federal funding up to a maximum of \$893,000 for all federally-funded project phases when the municipality agrees to provide the remaining 34.91% and all funds in excess of the \$893,000 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. Real estate costs will be 100% locally funded. 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 2020. **In accordance with the State's sunset policy for Urbanized Area STP Urban projects, the subject 2015-2020 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2017, or by June 30, 2022.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are federal maximum amounts unless explicitly identified otherwise. 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.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 8996-01-00					
Design	\$163,000	\$130,400	80% *	\$32,600	20% + BAL
State Review	\$37,000	\$29,600	80% *	\$7,400	20% + BAL
ID 8996-01-01			80% *		20% + BAL
Participating Construction	\$1,224,947	\$797,318	65.09% *	\$427,629	34.91% + BAL
Non-Participating Construction	\$120,000	\$0	0%	\$120,000	100%
State Review	\$147,000	\$95,682	65.09% *	\$51,318	34.91% + BAL
<b>Total Est. Cost Distribution</b>	<b>\$1,691,947</b>	<b>\$1,053,000</b>	<b>N/A</b>	<b>\$638,947</b>	<b>N/A</b>

\*The percentage of project costs covered by federal funding at approval, 80% for design and 65.09% for construction, is based on TIP Committee Action. Due to the federal funding cap, which is \$1,053,000 for all federally funded project phases, this percentage may change over the life of the project.

This request is subject to the terms and conditions that follow (pages 3– 7) 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.

Signed for and in behalf of: **City of Chippewa Falls** (please sign in blue ink.)

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 and Wis. Stat. 103.50.
  - 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 requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
  - f. All applicable DBE requirements that the State specifies.
  - g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
  - h. General requirements for administering federal and state aid 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 2015-2020 Urbanized Area STP-Urban 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. Preliminary Engineering and design.
  - j. Management Consultant and State Review Services.
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 which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal 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 2015-2020 Urbanized Area STP-Urban 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. Real estate for the improvement.
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT 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 s. 51.01 (5), sexual orientation as defined in s. 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 financing commitments or are ineligible for Federal financing. In order 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 Urbanized Area STP-Urban projects, the subject 2015-2020 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2017, or by June 30, 2022.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. 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 by the State 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 through statutory requirements in a manner satisfactory to the State, 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.
  - f. Provide relocation orders and real estate plats.
  - 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 WisDOT if WisDOT 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.

**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 modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor 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 Department under this State/Municipal Agreement, the parties acknowledge the Department'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 Project Sponsor or the Department 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 Project Sponsor, 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 Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor 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 2015-2020 Urbanized Area STP-Urban project funding conditions:
- a. ID 8996-01-00: Design is funded with 80% federal funding, when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item d). The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
  - b. Real estate is funded 100% by the Municipality. Real estate acquisition is 100% the responsibility of the municipality.
  - c. ID 8996-00-01: Construction:
    - i. Costs for construction are funded with 65.09% federal funding when the municipality agrees to provide the remaining 34.91%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item d).
    - ii. Non-participating Costs for Sanitary Sewer construction 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 65.09% with federal funding and 34.91% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item d).
  - d. Project Cap: In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **\$1,053,000**. This federal funding cap applies to all federally funded project phases.

[End of Document]

August 15, 2016

Richard J. Rubenzer, PE  
Director of Public Works, City Engineer, Utilities Manager  
City of Chippewa Falls  
30 West Central Street  
Chippewa Falls, WI 54729

Re:

Dear :

Thank you for the opportunity to submit this proposal for professional services for hydrosurveying tailrace depths at Glen Loch Dam. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

#### **Project Description**

Mr. Todd Rudolph, PE, submitted a recommendation to the Department of Natural Resources that scour and undermining below Glen Loch Dam should be investigated. The dam has had historical undermining and scour problems, but no recent tailrace survey has been completed.

#### **Scope of Services**

For water areas deeper than 24 inches, Ayres Associates will use single beam sonar (235kHz high-frequency) to measure water depths in the sounding area. Note that the single beam equipment does not work well in high velocity or high bubble areas, so those areas may need to be manually probed with a rod. Depths will be converted to bed elevation based on the 868.6 foot lip at the end of the overflow spillway channel.

For water areas shallower than 24 inches, Ayres Associates will wade the tailrace and use a manual probe to obtain depth measurements.

Ayres will also use a rigid sounding rod to probe the base of the spillway for undermining. In general, probing works well to find voids larger than one foot in diameter, but the methodology may not discover thin seams of undermining.

#### **Responsibilities of Owner and Others**

Owner will provide a dam operator to unlock the gate on the east bank near the parking lot so that Ayres Associates staff can carry down the inflatable boat and survey equipment.

Owner will attempt to lower the lake an inch or so below the overflow crest so that the tailrace will be relatively free of air bubbles during the survey.

**Additional Services**

Additional services are not included with this proposal.

**Time Schedule**

Ayres Associates expects to survey the site between September 15 and October 31, 2016, during an expected low water period. Within three weeks of the site being surveyed, a letter report and tailrace contour map will be submitted to the City for review. After City review and acceptance of the report, Ayres Associates will submit the report to the DNR as fulfillment of the Owner Responsible Inspection Program directive requirements.

**Fee**

We will perform the above services for a lump sum amount of \$2900.

**Contract Terms and Conditions**

Attached are "Contract Terms and Conditions" which will apply to the services and which are incorporated into this proposal by reference.

**Acceptance**

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

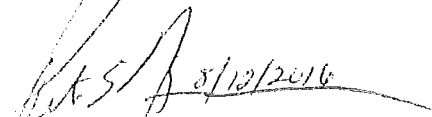
This proposal is valid until September 15, 2016, unless extended by us in writing.

Proposed by Consultant:  
Ayres Associates Inc

Accepted by Owner:



Chris Goodwin, PE  
Manager, Water Resources



Pete Haug, PE  
Water Resources Engineer

\_\_\_\_\_  
Owner's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Attachments: Contract Terms and Conditions

**AYRES ASSOCIATES  
CONTRACT TERMS AND CONDITIONS**

- 1. Performance of Services:** Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.
- 2. Billing and Payment:** Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to Consultant's compensation. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges.
- 3. Access to Site:** Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.
- 4. Location of Utilities:** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.
- 5. Hazardous Materials:** In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses.
- 6. Insurance:** Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.
- 7. Limitation of Professional Liability:** Owner agrees to limit Consultant's professional liability to an amount of \$50,000 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000 for increased consideration of ten percent (10%) of the total fee or \$500, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.
- 8. Opinions of Probable Costs:** Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.
- 9. Construction Review:** Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.
- 10. Construction Observation:** On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.
- 11. Standard of Performance:** The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

**12. Ownership of Documents:** All documents produced by Consultant under this contract are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Owner for any other purpose without the prior written consent of Consultant.

**13. Electronic Files:** Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

**14. Financial and Legal Services:** Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

**15. Termination of Services:** This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination.

**16. Controlling Law:** This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

**17. Assignment of Rights:** Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

**18. Third Party Benefits:** This contract does not create any benefits for any third party.

**19. Dispute Resolution:** Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

**20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages:** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

**21. Betterment:** If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

**22. Amendments:** This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.