

CITY OF CHIPPEWA FALLS, WISCONSIN

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 **Wednesday, July 26, 2017 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 proposal from Ayres Associates for professional services to assist with replacement of the library roof. Possible recommendations to the Council.
2. Discuss request to use room tax funds for Irvine Park Brochures. Possible recommendations to the Council.
3. 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 July 24, 2017 at 3:00 PM by *jlw*



July 7, 2017

Scot Michels
Chippewa Falls Police Department
210 Island St.
Chippewa Falls, WI 54729

Via email: smichels@chippewafalls-wi.gov

Re: Reroof Fee Proposal
Chippewa Falls Library

Dear Mr. Michels:

Thank you for the opportunity to submit this proposal for professional services for the reroof of the Chippewa Falls Library building. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Scope

The project consists of a roof replacement for the Chippewa Falls Library Building. The work will consist of tear-off of the existing sprayed polyurethane foam (SPF) roof system, and replacement with a new EPDM membrane roof system. As part of the new roof system all metal flashing and coping will be replaced.

Scope of Services

We propose to provide the following services related to the project described above:

- Review existing available building plans and verify existing building conditions.
- Preparation of electronic drawings for existing roof plans.
- Review core sample testing results.
- Send bidding/construction documents at 60% and 90% completion to the City for review.
- Prepare final bidding/construction documents
- Attend one (1) pre-bid meeting and prepare meeting notes.
- Respond to bidder requests for information and issue addenda as needed.
- Attend one (1) pre-construction meeting and prepare meeting notes.
- Review shop drawing and product data submittals.
- Conduct two (2) construction observation site visits during construction.
- Review contractor payment requests.
- Conduct one (1) punchlist walk-through with follow-up report at substantial completion.

Responsibilities of Owner and Others

- Coordinate and conduct roof core sampling.
- Coordinate and conduct testing of asphalt-containing roofing materials.
- Prepare Division 00 bidding documents and spec sections.
- Solicit bids and distribute bid documents.

- Receive and tabulate bids.

Additional Services

Additional Services listed below are not included in the Scope of Services; however, are available upon written request:

- Mechanical engineering
- Plumbing design
- Electrical engineering
- Fire protection design
- Civil engineering
- Photorealistic renderings and videos
- Field measuring existing conditions
- Multiple preliminary designs
- Value engineering

Reimbursable Expenses

Reimbursable Expenses are in addition to compensation for Basic and Additional Services include expenses incurred by Ayres Associates Inc and their consultants directly related to the Project, as follows:

- Transportation and subsistence;
- Fees paid for securing approval of authorities having jurisdiction over Project;
- Printing, reproductions, plots and delivery;
- Printing and plotting exterior renderings;
- Postage, handling and delivery;
- Expense of professional liability insurance dedicated exclusively to this Project, or expense of additional insurance coverage or limits if the Client or Owner requests such insurance in excess of that normally carried by the Architect's consultant;
- All taxes levied on professional services and on reimbursable expenses;

Time Schedule

We can meet most any schedule you require, although for purpose of discussion, we estimate that it may take six weeks to complete our work after receipt of authorization to proceed.

Fee

We will perform the above services for an amount based on a standard hourly rate for each class of employee, plus reimbursable expenses and subconsultant charges. The estimated cost of services is \$14,600.00. The Reimbursable Expenses Schedule and Standard Hourly Rates Schedule are attached as Appendices 1 and 2, respectively.

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 August 31, 2017 unless extended by us in writing.

Proposed by Consultant:

Ayres Associates Inc

City of Chippewa Falls

Owner's Name



Raivo A. Balciunas, AIA, LEED AP
Architect

Signature

Name

Title

Date

Attachments: Contract Terms and Conditions
Appendix 1 - Reimbursable Expenses Schedule

**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, suspended 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. 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.

15. 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.

16. 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.

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

18. 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.

19. 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.

20. 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.

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



It's what we know!

1500 First Avenue • Chippewa Falls, WI 54729
(715) 723-7777 • FAX (715) 723-1158

INVOICE NO: 68095

DATE: 6/28/17

CUSTOMER P.O. ANGIE WEDEMEYER

PARKS RECREATION & FORESTRY
30 W CENTRAL ST
CHIPPEWA FALLS, WI 54729
USA

QUANTITY / DESCRIPTION		AMOUNT
------------------------	--	--------

20000.00	GENERAL IRVINE PARK VISITOR BROCHURE	1,141.00
----------	--------------------------------------	----------

Subtotal	1,141.00
Tax	
Invoice Total	\$1,141.00
Payment Received	0.00
Total Due	\$1,141.00

Check No:

TERMS: NET – Payable upon receipt of invoice

Accounts unpaid after 30 days, shall be subject to a SERVICE CHARGE of 1.5% PER MONTH ANNUAL PERCENTAGE RATE OF 18%