



MINUTES
COMMITTEE #1
REVENUES, DISBURSEMENTS, WATER AND WASTEWATER
August 10, 2017

Committee #1 - Revenues, Disbursements, Water and Wastewater met on Thursday, August 10, 2017 at 9:00 AM in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: Rob Kiefer, John Monarski, and Paul Nadreau

Mayor/Other Council Members present: None

Others present: Finance Manager/Treasurer Lynne Bauer, Public Works Director/City Engineer/Utility Manager Rick Rubenzer, Wastewater Supervisor George Hobbs and Utility Officer Manager Connie Freagon.

Call to Order: 9:00 AM

1. Discuss funding for City Hall phone upgrade options. Possible recommendations to the Council.

Utility Office Manager Connie Freagon stated a quote discussed during the 2017 budget process to transfer phone programming to the County was grossly underestimated. The original amount of \$4,373 from Marco was approved with funding to come from the franchise fees account. According to Freagon, the updated quote is \$14,993 of which the City portion would total approximately \$12,745. She indicated the County is currently replacing their controller and the programming for the city would be the next step. Due to some confusion with the estimate amounts, she would like more time to review the costs and will bring back to the next committee meeting.

No action taken.

2. Discuss refund of Business Improvement District (BID) assessment payments for 29 E. Spruce Street (Parcel #672). Possible recommendations to the Council.

Finance Manager/Treasurer Lynne Bauer indicated a property located within the BID was charged a BID assessment in error. The property was rezoned to residential and BID assessments are for commercial properties only. The owners, Bobby and Megan Postle, are requesting a refund of \$400.91. Bauer asked the Committee to allow the City to issue the refund and recoup the monies from the BID at a later date as the BID Board only meets a few times each year.

Motion Kiefer/Monarski to recommend the Council approve the refund of \$400.91 for the BID assessment payments made on 29 E. Spruce Street to Bobby and Megan Postle and request reimbursement of that amount from the BID Board. **All present voted aye. Motion carried.**

3. Discuss Aeration Blower Replacement Study dated June 27, 2017. (Note: Study includes WWTP organic capacity study.) Possible recommendations to the Council.

Public Works Director/City Engineer/Utility Manager Rick Rubenzer and Wastewater Supervisor George Hobbs asked the Committee to approve an agreement for Strand Associates, Inc. to perform a study regarding replacement of an aeration blower. Supervisor Hobbs indicated the plant has three blowers but one has failed. The other two have been fixed recently but he needs extra capacity and would like to replace the third one with a higher efficiency blower. The proposal estimates the cost of the study to be \$12,000. Funds from the utility depreciation account would be used.

Motion by Kiefer/Monarski to recommend the Council approve the Aeration Blower Replacement Study and authorize Rick Rubenzer to sign the agreement. **All present voted aye. Motion carried.**

4. Discuss Amendment No. 1 to the Agreement for General Services Control Building HVAC Improvements dated July 21, 2017. Possible recommendations to the Council.

Public Works Director/City Engineer/Utility Manager Rick Rubenzer and Wastewater Supervisor George Hobbs presented an amendment to the Strand Associates, Inc. Agreement for construction related services for the Control Building Heating, Ventilation and Air Conditioning (HVAC) improvements. The proposed increase is \$18,000. Monies for this increase would come from the utility depreciation account.

Motion by Kiefer/Nadreau to recommend the Council approve Amendment No. 1 to the Agreement for General Services Control Building HVAC Improvements. **All present voted aye. Motion carried.**

5. Adjournment.

Motion by Nadreau/Kiefer to adjourn at 9:26 am. **All present voting aye, motion carried.**

Minutes submitted by,
Lynne Bauer, Finance Manager/Treasurer

10/4/2016

Date

2017 Omitted Budget Request

Prepared by: Connie Freagon
Department: Data Processing
Account Number: 10.51440.5850
Account Name: Computers & Equipment
Dollar Amount Requested: \$4,373 plus from Proposal 2

USE this form to submit items you did not include in your line item budget requests due to the 0% increase directive.

The City's phone system was installed in 2006. The controller at City Hall is considered end of life. End of life means that the software will be supported, but if anything goes wrong with the hardware, it is probable that it cannot be repaired. The Police Department phone system was installed in 2010. At that time the dispatch was still at the Police Department so we were required to install a controller on site, unlike every other off site department, like the Library, Fire Station, Street, Utility. As dispatch has moved, a separate controller is no longer needed.

Proposal 1 - Replace City Hall controller with a software upgrade and decommission the Police Department controller. This will bring the controller up to date and remove an aging controller at the Police Department. This will also simplify operation of the phone system as only one system needs updating. Software support of \$1,450 can be discontinued. Cost \$6,155.00 (City \$5,232 Utility \$923).

Proposal 2 - Move all City phone programming to the County's Mitel phone system. We would use the County voice mail system which is more robust than the City system. Both controllers would be decommissioned. Software support of \$3,800 for our existing controllers can be discontinued. Contract with Charter can be canceled on expiration date of 4/23/18 (\$663.59 per month). Cost for programming and coordination \$5,145.00 (City \$4,373 Utility \$772).

The City would pay a prorated portion to the County for hardware/software as we do now for servers. Additional costs for the County to be determined.

Comments by Reviewer:

2017 OMITTED BUDGET REQUESTS 11-15-2016 (Updated April 2017)

| DEPARTMENT | APPROVED/ FUNDING | AMOUNT | ESTIMATED COST | OMITTED ITEM DESCRIPTION |
|-----------------------------------|---------------------|-----------|----------------|---|
| City Hall | REVIEW IN 2017 | | | Bulletproof Window & Door (Clerk's Office) |
| | REVIEW IN 2017 | | | Bulletproof Window & Door (Finance Office) |
| | REVIEW IN 2017 | | | Cement Masonry (Outside) |
| | REVIEW IN 2017 | | | Flooring for Council Chambers |
| | REVIEW IN 2017 | | \$ 3,600 | Handicap Door Replacement |
| | REVIEW IN 2017 | | \$ 18,667 | Keyless Entry |
| | COMPLETED 2017 (FF) | \$ 10,555 | \$ 10,555 | Laserfiche Software (Additional Utility Cost \$1,863) |
| | COMPLETED 2017 (FF) | \$ 1,652 | \$ 1,652 | Laserfiche Annual Maintenance (Additional Utility Cost \$292) |
| | NO | | \$ 3,345 | Outside Lighting (LED) |
| | REVIEW IN 2017 | | \$ 15,000 | Security Cameras |
| | | | \$ 52,819 | |
| | NO | | \$ 5,232 | Replace City Hall Phone Controller (Proposal 1) (Additional Utility Cost \$923) |
| | YES-fmch fees | \$ 4,373 | \$4,373 + | Transfer City Phone Programming to County Phone System (Proposal 2) (Additional Utility Cost \$772) |
| Data Processing | COMPLETED 2017 | \$ 8,000 | \$8,000 + | Department iPads |
| Data Processing/Police Department | COMPLETED 2017 | | \$ 8,880 | MDC Replacement Option #1 |
| | NO | | \$ 1,800 | MDC Warranty Option #2 |
| | | | \$ - | Do not purchase warranty; replace as needed (recommended by County IT) Option #3 |
| Donations | COMPLETED 2017 | \$ 2,000 | \$ 2,000 | Chippewa Falls Senior Center (Additional Request over 2016) |
| | ? | \$ 8,830 | \$ 8,830 | Chippewa County EDC (Additional Request over 2016) |
| | COMPLETED 2017 | \$ 237 | \$ 237 | Patriotic Council (Additional Request over 2016) |
| | | | \$ 11,067 | |
| Fire Department | REVIEW IN 2017 | | \$ 26,000 | Cardiac Monitor |
| | ORDER IN 2017 | | \$ 192,000 | Ambulance |
| Library | Request Removed | | \$ 7,000 | Cement Ramp in Back Alley |
| | Request Removed | | | Elevator Repair |
| | NO | | \$ 9,854 | Keyless Entry |
| | STREET DEPT? | | \$ 500 | Remove Retaining Wall & Tree |
| | NO | | \$ 9,630 | Replace Front Doors & Bay St. Door |
| | Request Removed | | \$ 10,000 | Roof Flashing |
| | *PRIORITY 2017 | | \$ 25,000 | Security Cameras |
| | *PRIORITY 2017 | | \$ 50,000 | Library Roof Repairs (Estimate?; offset by insurance claim?) |
| | | | \$ 111,984 | |
| Parks, Recreation & Forestry Dept | YES/IN GF BUDGET | \$ 945 | \$ 945 | Buchanan Park Port-A-Toilet Rental |
| | YES-\$\$ IN GF/TIF | | \$ 70,000 | Chippewa Riverfront Expenses |
| | CARRYOVER | \$ 2,500 | \$ 2,500 | Marshall Park Outdoor Tennis Court Crack Repairs |
| | | | \$ 73,445 | |
| Police Department | COMPLETED 2017 | \$ 32,000 | \$ 32,000 | In-Car Video System |
| | COMPLETE 2017 | \$ 16,000 | \$ 16,000 | Parking Enforcement Scooter |
| | WITHDRAWN 2017 | | \$ 5,500 | Generator & Lighting for Range Building |
| | *PRIORITY 2017 | | \$ 4,500 | AEDs for Squad Cars (5) |
| | | | \$ 58,000 | |
| TOTAL OMITTED BUDGET REQUESTS | | \$ 78,262 | \$ 547,427 | |

Phones

*Utilize Fire Station #2 Proceeds

2016 Real Estate Property Tax Record

08/08/2017 11:55 AM

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Bill #: 40817
 Parcel #: 22808-0613-60061615
 Computer #: 211-01005-0000

CITY OF CHIPPEWA FALLS
 CHIPPEWA COUNTY

BOBBY G & MEGAN D POSTLE

29 E SPRUCE ST
 CHIPPEWA FALLS WI 54729

Property Address 29 E SPRUCE ST

Volume/Page / /

Sec-Twn-Rng 6- 28N- 8W 160: 40:

Plat 6006 ALLEN'S ADDITION

Block Lot 15

Legal Description Acres 0.180

ALLEN'S ADDITION LOT 15 BLK
 16 MAP 6-2

School District 1092
 Special Districts #1: 100 #2: 0 #3: 0
 #4: 0 #5: 0 #6: 0

| | | |
|---------------------|-------------|--------|
| VALUES: | Land | 24,600 |
| | Improve | 70,500 |
| Ratio 0.9415 | Total | 95,100 |
| Fair Market 101,000 | Total Acres | 0.187 |

| | |
|---------------------|-------------------|
| Gross Tax | 2,193.68 |
| School Credits | 138.75 |
| First Dollar Credit | 57.72 |
| Lottery Credit | 108.55 1 Claim(s) |

| | Amount Paid | Balance | Balance Code |
|--|-------------|---------|--------------|
|--|-------------|---------|--------------|

| | | | |
|--------------------------------|----------|----------|--------|
| Net Tax | 1,888.66 | 1,888.66 | 0.00 N |
| BID Special Assessments | 197.10 | 197.10 | 0.00 N |
| Special Charges | 0.00 | 0.00 | 0.00 |
| Delinquent Utilities | 0.00 | 0.00 | 0.00 |
| Woodland Tax | 0.00 | 0.00 | 0.00 N |
| Private Forest | 0.00 | 0.00 | 0.00 |
| Managed Forest | 0.00 | 0.00 | 0.00 |

KEY
 N = No Balance
 P = Postponed
 D = Delinquent

| | | | |
|--------------|-----------------|-----------------|-------------|
| Sub Total | | | 0.00 |
| Interest | | 0.00 | 0.00 |
| Penalty | | 0.00 | 0.00 |
| Total | 2,085.76 | 2,085.76 | 0.00 |

PAYMENT HISTORY:

| Date | Receipt # Batch # | Tax Source | SP Asmt Status | Other Notes | Interest | Penalty | Total Paid | Over Paid |
|------------|----------------------|---------------|-------------------|--------------------------|----------|---------|------------|-----------|
| 12/01/2016 | 0 | Lottery | 108.55 | 0.00 | 0.00 | 0.00 | 108.55 | 0.00 |
| 12/22/2016 | 806 211005 | Municipality | 1,888.66 | 197.10 | 0.00 | 0.00 | 2,085.76 | 0.00 |
| | | | | UNITED BANK #13791 JER M | | | | |

2015 Real Estate Tax Summary

07/19/2017 03:08 PM

Page 1 Of 1

Parcel #: 22808-0613-60061615
 Alt. Parcel #: 211-0672

CITY OF CHIPPEWA FALLS
 CHIPPEWA COUNTY, WISCONSIN

Tax Address:
 BOBBY G & MEGAN D POSTLE
 29 E SPRUCE ST
 CHIPPEWA FALLS WI 54729

Owner(s): O = Current Owner, C = Current Co-Owner
 O - POSTLE, BOBBY G & MEGAN D

Districts: SC = School, SP = Special

| Type | Dist # | Description |
|------|--------|---------------------------|
| SC | 1092 | CHIPPEWA FALLS SD |
| SP | 0100 | CHIPPEWA VALLEY TECHNICAL |
| SP | BID1 | BID 1 |

Property Address(es): * = Primary
 * 29 E SPRUCE ST

Legal Description: **Acres:** 0.180
 ALLEN'S ADDITION LOT 15 BLK 16 MAP 6-2

Parcel History:

| Date | Doc # | Vol/Page | Type |
|------|--------|----------|------|
| | 823246 | / | |
| | 707829 | / | |
| | 616016 | / | |

Plat: * = Primary
 * 6006-ALLEN'S ADDITION

Tract: (S-T-R 40¼ 160¼ GL) **Block/Condo Bldg:**
 06-28N-08W LOT 15

| Tax Bill #: | 39792 | Net Mill Rate | 0.021589993 | Installments | |
|------------------------|--------|-------------------------------|-------------|-----------------|--------------|
| | | Gross Tax | 2,193.48 | End Date | Total |
| | | School Credit | 140.26 | 1 01/31/2016 | 1,003.92 |
| Land Value | 24,600 | Total | 2,053.22 | 2 07/31/2016 | 1,099.06 |
| Improve Value | 70,500 | First Dollar Credit | 58.90 | | |
| Total Value | 95,100 | Lottery Credit 1 Claim | 95.15 | | |
| Ratio | 0.9769 | Net Tax | 1,899.17 | | |
| Fair Mrkt Value | 97,400 | | | | |

| | Amt Due | Amt Paid | Balance |
|---------------------------|----------|----------|---------|
| Net Tax | 1,899.17 | 1,899.17 | 0.00 |
| Special Assmnt | 203.81 | 203.81 | 0.00 |
| Special Chrg | 0.00 | 0.00 | 0.00 |
| Delinquent Chrg | 0.00 | 0.00 | 0.00 |
| Private Forest | 0.00 | 0.00 | 0.00 |
| Woodland Tax | 0.00 | 0.00 | 0.00 |
| Managed Forest | 0.00 | 0.00 | 0.00 |
| Prop. Tax Interest | | 0.00 | 0.00 |
| Spec. Tax Interest | | 0.00 | 0.00 |
| Prop. Tax Penalty | | 0.00 | 0.00 |
| Spec. Tax Penalty | | 0.00 | 0.00 |
| Other Charges | 0.00 | 0.00 | 0.00 |
| TOTAL | 2,102.98 | 2,102.98 | 0.00 |

Payment History: (Posted Payments)

| Date | Receipt # | Type | Amount |
|------------|-----------|------|----------|
| 12/22/2015 | 812 | T | 2,102.98 |

Key: Payment Type: A - Adjustment, R - Redemption, T - Tax



Strand Associates, Inc.[®]
910 West Wingra Drive
Madison, WI 53715
(P) 608-251-4843
(F) 608-251-8655

June 27, 2017

City of Chippewa Falls
30 West Central Street
Chippewa Falls, WI 54729

Attention: Mr. Richard Rubenzer, P.E., Director of Public Works, City Engineer, Utilities Manager

Re: Agreement for General Services
Aeration Blower Replacement Study

This is an Agreement between the City of Chippewa Falls, Wisconsin, hereinafter referred to as OWNER, and Strand Associates, Inc.[®], hereinafter referred to as ENGINEER, to provide engineering services (Services) for the Aeration Blower Replacement Study project. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide the following Services to OWNER.

1. Conduct an on-site project kickoff meeting at OWNER's wastewater treatment plant (WWTP) to gather site-specific information and discuss the project scope and schedule.
2. Update the design criteria for the activated sludge treatment system by adding recent data to data previously analyzed for the ENGINEER-prepared 2013 Biosolids Planning Study Report.
3. Develop an engineering report for submittal to Wisconsin Department of Natural Resources (WDNR) for rating the organic capacity of the WWTP to reflect current and future conditions. Influent load projections will be based on population projections from the Wisconsin Department of Administration.
4. Review alternative blower technologies for potential replacement of one or more of the existing positive displacement blowers. Evaluation will be based on total present worth analyses taking into account both capital costs and operation and maintenance costs over a 20-year life cycle.
5. Review potential changes to aeration instrumentation and controls with the goal of improving operation and reducing energy use.
6. Provide alternatives and opinion of probable construction cost for improvements in a draft report to OWNER.
7. Conduct a review meeting at the WWTP to discuss report conclusion and OWNER's comments.
8. Revise the report, as appropriate, based on OWNER's comments.
9. Submit final report to OWNER.

VC:\mroR\MAD\Documents\Agreements\CChippewa Falls, City of (WI)\AerationBlwrRplemntStudy.2017\Ag1331.016.docx

City of Chippewa Falls
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June 27, 2017

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
2. Bidding- and Construction-Related Services: Bidding- and construction-related services for the project will require a separate agreement with OWNER.
3. Drawings and Specifications: Final design services including drawings and specifications, if provided by ENGINEER, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
4. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by OWNER.
5. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
6. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.
7. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

Compensation

OWNER shall compensate ENGINEER for Services on an hourly rate basis plus expenses an estimated fee of \$12,000.

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

City of Chippewa Falls
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June 27, 2017

The estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of June 26, 2017. Services are scheduled for completion on September 15, 2017.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of this project.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.

City of Chippewa Falls
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June 27, 2017

2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of WDNR requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder.

City of Chippewa Falls
Page 5
June 27, 2017

OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Wisconsin.

Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF CHIPPEWA FALLS

Matthew S. Richards
Corporate Secretary

Date

Mr. Richard J. Rubenzer, P.E.,
Director of Public Works,
City Engineer, Utilities Manager

Date



Strand Associates, Inc.®

910 West Wingra Drive
Madison, WI 53715
(P) 608-251-4843
(F) 608-251-8655

July 21, 2017

City of Chippewa Falls
30 West Central Street
Chippewa Falls, WI 54729

Attention: Mr. Richard J. Rubenzer, P.E., Director of Public Works, City Engineer, Utilities Manager

Re: Amendment No. 1 to the May 4, 2017, Agreement for General Services
Control Building Heating, Ventilation, and Air Conditioning Improvements

This is Amendment No. 1 to the referenced Agreement.

Under **Scope of Services**,

ADD the following before Item No. 1:

“Design Services”

ADD the following after Item No. 11:

“Construction-Related Services

1. Review contractor-provided shop drawing submittals.
2. Review requests for information from contractor, develop requests for quotation, and change orders for OWNER, if necessary.
3. Provide a final site visit at 100 percent construction completion to develop a list of items to be completed or corrected by contractor. ENGINEER’s efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over contractor’s work and will not be responsible for contractor’s construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for contractor’s failure to perform work in accordance with the Contract Documents.
4. Provide Record Drawings in hard copy and electronic format based on information compiled from contractor’s records. ENGINEER will provide drafting Services only for Record Drawings based on the records presented to ENGINEER by contractor and OWNER. ENGINEER will not be liable for the accuracy of the Record Drawing information provided by contractor and OWNER.”

Under **Service Elements Not Included**, DELETE Item No. 3 in its entirety.

Under **Compensation**, CHANGE \$32,000 to “\$50,000.”

Under **Schedule**, CHANGE August 30, 2017, to “April 30, 2018.”

City of Chippewa Falls
Page 2
July 21, 2017

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF CHIPPEWA FALLS

Matthew S. Richards
Corporate Secretary

Date

Mr. Richard J. Rubenzer, P.E., Date
Director of Public Works, City Engineer, Utilities
Manager

OPINION OF CONSTRUCTION COST

| Item Description | Quantity | | | Equipment Purchase Total | Structural Install | Mech Install | Electrical Install | |
|--------------------------------------|-----------|----------|--|--------------------------|--------------------|--------------|--------------------|-----------|
| Removal of old HVAC and ductwork | 1 LS | \$16,000 | | \$16,000 | | | | \$16,000 |
| HVAC | | | | | | | | |
| EF-3, EXP motor | 1 EA | \$2,900 | | \$2,900 | | \$4,350 | | \$7,250 |
| EF-4, EXP motor | 1 EA | \$2,800 | | \$2,800 | | \$3,900 | | \$6,500 |
| MAU-1 | 1 EA | \$16,000 | | \$16,000 | | \$32,000 | | \$48,000 |
| MAU-2 | 1 EA | \$12,000 | | \$12,000 | | \$24,000 | | \$36,000 |
| RTU-1, heratite coated coils | 1 EA | \$16,000 | | \$16,000 | | \$32,000 | | \$48,000 |
| RTU-2, heratite coated coils | 1 EA | \$23,000 | | \$23,000 | | \$46,000 | | \$69,000 |
| VAV Boxes | 6 EA | \$600 | | \$3,600 | | \$6,000 | | \$9,600 |
| Ductwork - galvanized | 2,000 LBS | \$6 | | \$12,000 | | \$24,000 | | \$36,000 |
| Ductwork - stainless steel | 600 LBS | \$8 | | \$4,800 | | \$8,000 | | \$12,800 |
| Supply/Return Grilles | 10 EA | \$800 | | \$8,000 | | \$12,000 | | \$20,000 |
| Natural gas piping - 1" | 150 LF | \$15 | | \$2,250 | | \$3,375 | | \$5,625 |
| Actuators/Dampers | 5 EA | \$500 | | \$2,500 | | \$3,750 | | \$6,250 |
| Controls | 1 LS | \$45,000 | | \$45,000 | | | | \$45,000 |
| T&B and Certification | 1 LS | \$15,000 | | \$15,000 | | | | \$15,000 |
| Equipment Identification | 1 EA | \$1,500 | | \$1,500 | | | | \$1,500 |
| Electrical | | | | | | | | |
| Conduit and Wire and MCC | 1 LS | | | \$45,000 | | | \$45,000 | \$45,000 |
| Structural | | | | | | | | |
| Sawcutting/Reinforcing | 1 LS | | | \$30,000 | \$30,000 | | | \$30,000 |
| Other | | | | | | | | |
| Contractor Supervision and Fees (5%) | | | | | | | | \$22,800 |
| Contingency (10%) | | | | | | | | \$47,800 |
| TOTAL | | | | \$150,800 | \$30,000 | \$199,400 | \$45,000 | \$478,000 |