



MINUTES
COMMITTEE #1
REVENUES, DISBURSEMENTS, WATER AND WASTEWATER
April 5, 2018

Committee #1 - Revenues, Disbursements, Water and Wastewater met on Thursday, April 5, 2018 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: Mayor Hoffman

Others present: Finance Manager/Treasurer Lynne Bauer, Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer, Library Director Joe Niese, Travis Schroeder of Ayres Associates, and City Clerk Bridget Givens.

Call to Order: 9:00 am

1. Update on Library roof replacement project and funding for issues including but not limited to the replacement of vents, drains and duct cleaning. Possible recommendations to the Council.

Travis Schroeder of Ayres Associates addressed the Committee and provided copies of a summary of the vents (exhaust fans) on the library roof, the reroof fee proposal explaining Ayres scope of services, and a copy of the roof plan.

The bid spec as originally prepared by Ayres did not include replacing the exhaust fans; it called for removing and reinstalling the original equipment. As work is being done, it was found that the vents, other than one, will need replacing. A proposal was submitted by Bartingale to replace nine exhaust fans and ten exhaust fan curbs at an estimated cost of \$20,000-\$24,000. This amount does not reflect the pass through for the general contractor which is expected to increase the proposal amount by less than 10%. Additionally, Ayres is recommending the installation of new safety rail, which is a code requirement, at an estimated cost of \$1,000-\$1,500.

At a previous Committee meeting, there was discussion that there is also an issue with the drains. It was clarified that replacement of the drains was included in the original bid spec and therefore, should have been included in the contract price. The City will not have to bear additional cost for drain replacement.

Further, a bid was received roughly five years ago from Steamatic to clean the ductwork at the library in the amount of \$7,200. It is being recommended that this work be done when the roof is complete.

Councilor Nadreau expressed concern with the intake, and stated that if the entire project is being done, and done correctly, that the intake should be inspected and cleaned as well.

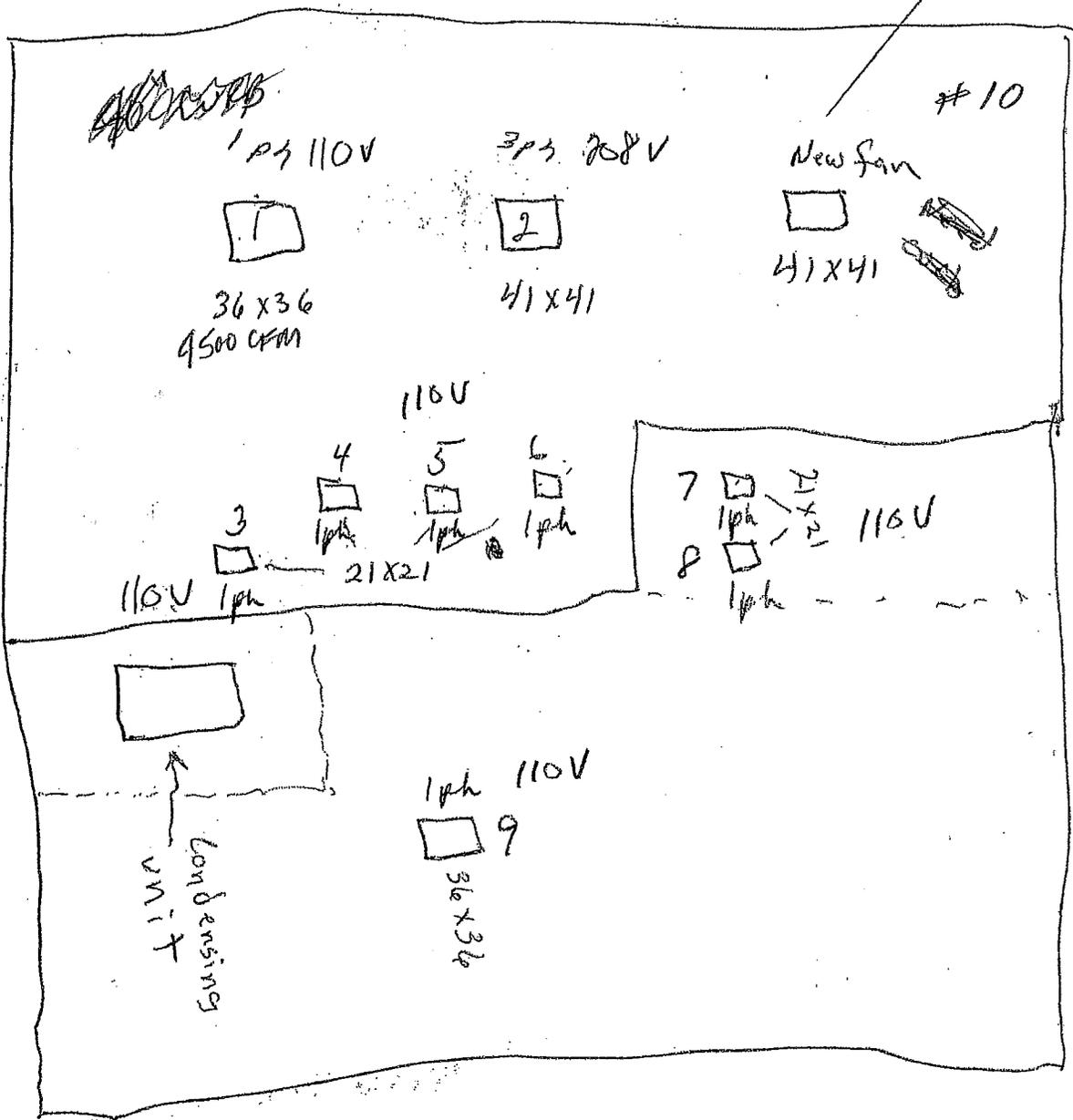
Finance Manager/Treasurer Bauer indicated that the general fund will advance the costs for the library roof project until bonding is done in the fall which will allow reimbursement to the general fund. She also reminded the Committee that there will be insurance money collected upon completion of the roof of roughly \$22,000.

Motion by Kiefer/Nadreau to recommend Council approve bonding for the library roof replacement, including the additional expenses if necessary, in an amount not to exceed \$310,000. **All present voting aye, motion carried.**

2. Adjournment

Motion by Nadreau/Kiefer to adjourn at 9:22 am. **All present voting aye, motion carried.**

**Minutes submitted by,
Lynne Bauer, Finance Manager/Treasurer**



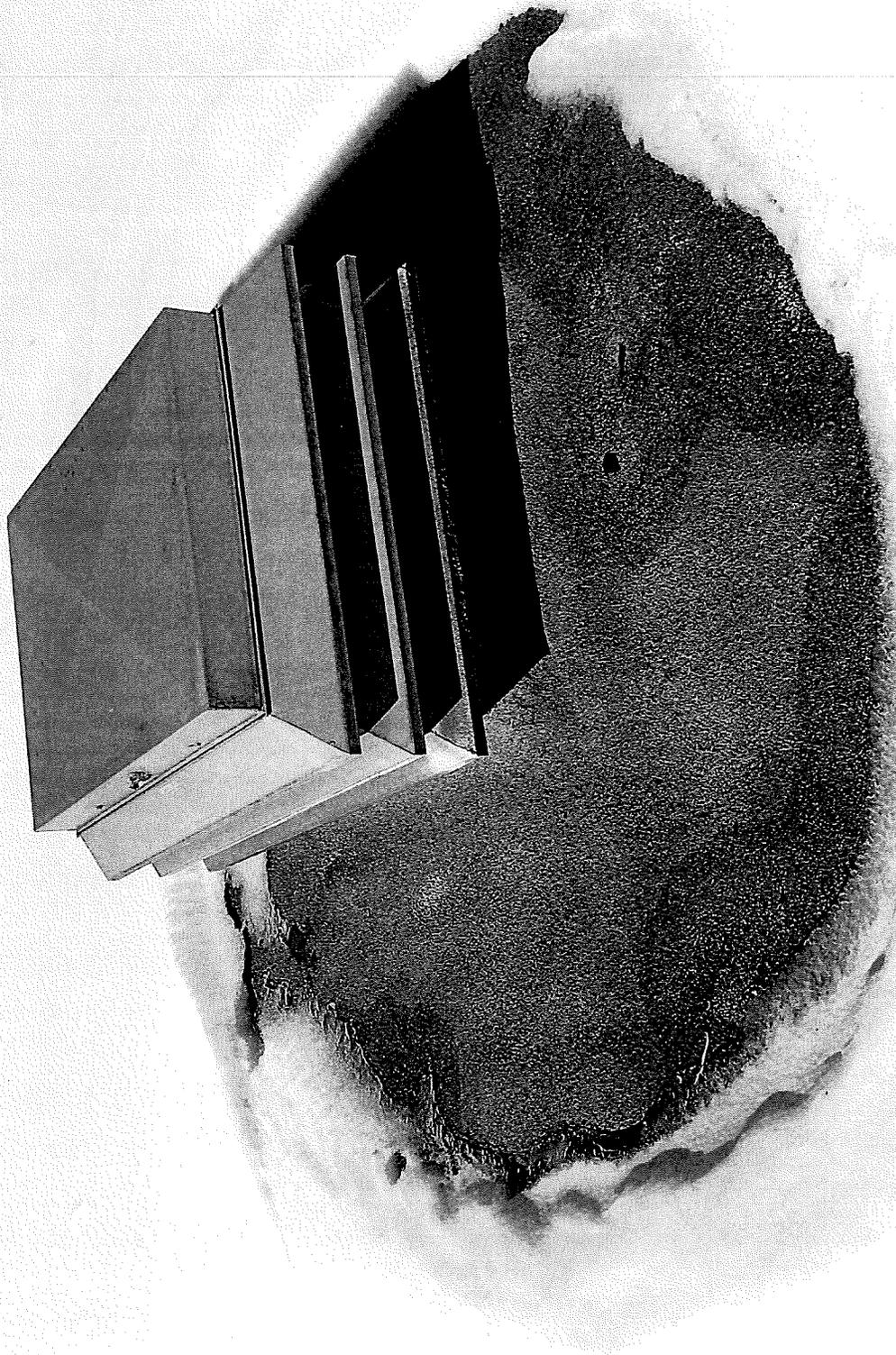
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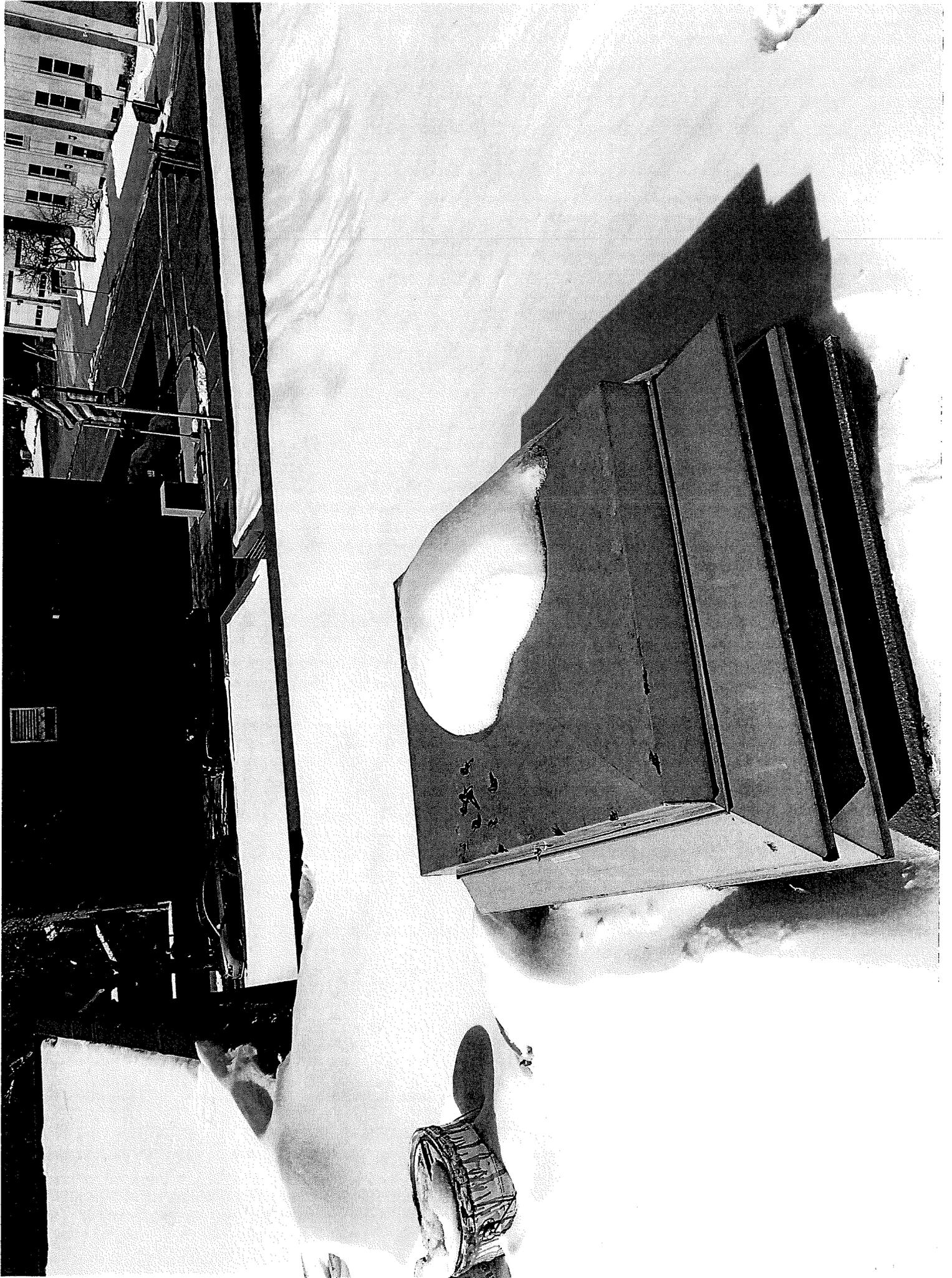
Chig Power Library

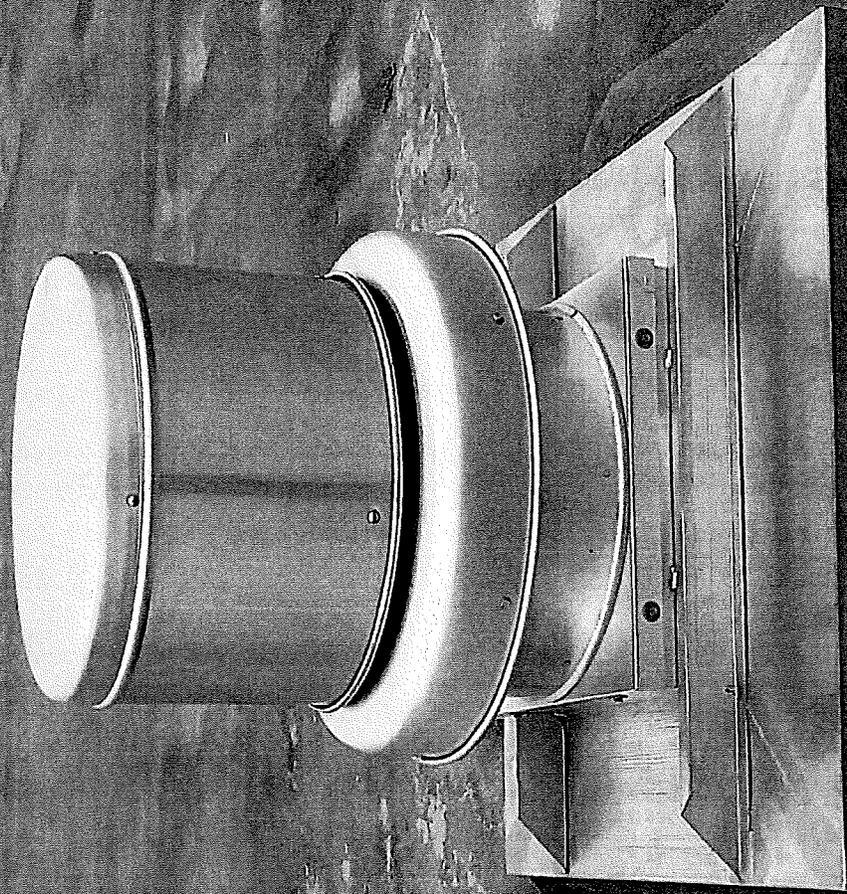
Replace 9 exhaust fans - Quote

- # 1 - 1/2 HP 27" whed.
- # 2 - 3/4 HP 27" "
- # 9 - 1/3 HP 27" "
- # 3-8 1/6 HP 15" "
- 9 / ECMM











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Proposal

To: City of Chippewa Falls
Attn: Scott Michels
105 West Central Avenue
Chippewa Falls, WI 54729

Date: 03/20/2018

Re: Library Exhaust Fans

Replace nine exhaust fans matched to existing specifications. One exhaust fan (installed 2013) will be reused. Replace 10 exhaust fan curbs with backdraft dampers, curbs will be flashed in as part of the roofing project.

Work to include:

- Qty. 9 Exhaust fans – 2 weeks lead time from date of order.
- Qty. 10 Curbs with backdraft dampers
- Labor, travel and miscellaneous materials

Estimated cost for this work: \$20,000.00 - \$24,000.00

There are no blueprints available for the project. The existing exhaust fans will need to be removed in order to determine what size ductwork is serving the fans and what size curbs will need to be ordered with the replacement exhaust fans.

We Propose Hereby To Furnish Material And Labor – Complete In Accordance With These Specifications,

Payable As Follows: Net 30

All Material Is Guaranteed To Be As Specified. All Work To Be Completed In A Workmanlike Manner According To Standard Practices. Any Alterations Or Deviation From Above Specifications Involving Extra Cost Will Be Executed Only Upon Written Orders, And Will Become An Extra Charge Over And Above The Estimate. All Agreements Contingent Upon Strikes, Accidents Or Delays Beyond Our Control. Owner To Carry Fire, Tornado, And Other Necessary Insurance. Our Workers Are Fully Covered By Workmen's Compensation Insurance.

Authorized Signature Jeff Bomber
Jeff Bomber

Note: This Proposal May Be Withdrawn By Us If Not Accepted Within 30 Days.

Acceptance Of Proposal – The Prices, Specification And Conditions Are Satisfactory And Are Hereby Accepted. You Are Authorized To Do The Work As Specified. Payment Will Be Made As Outlined Above.

Date _____

Signature _____





July 25, 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 asbestos-containing roofing materials.
- 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

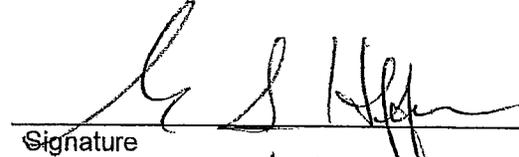
Raivo A. Balciunas, AIA, LEED AP
Architect



City of Chippewa Falls

Owner's Name

Signature


Name

Title

Mayor

Date

August 4, 2017

Attachments: Contract Terms and Conditions
Appendix 1 - Reimbursable Expenses Schedule
Appendix 2 - Standard Hourly Rates 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, 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. 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.

